

RE: BOUNDARY ROAD IMPROVEMENTS

MUNICIPAL MANAGER'S RECOMMENDATION:

1. THAT the recommendations of the Director Engineering be adopted.

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**TO: MUNICIPAL MANAGER** 1988 APRIL 13

**FROM: DIRECTOR ENGINEERING**

**SUBJECT: BOUNDARY ROAD IMPROVEMENTS**

RECOMMENDATION:

1. THAT the Municipal Solicitor be directed to bring forward a Bylaw ratifying the Agreement (copy attached) between the Corporation of the District of Burnaby and the City of Vancouver which establishes each party's share of the eligible cost.
2. THAT the Agreement between Burnaby and Vancouver be executed by Burnaby.
3. THAT a Capital Works Machinery and Equipment Reserve Fund Expenditure Bylaw in the amount of \$2,175,000 be brought forward for the design and construction of Boundary Road between Thurston and Fir Streets.

R E P O R T

Section 237 of the Municipal Act stipulates that an Agreement entered into to jointly exercise a power conferred by the Act is not valid until ratified by a Bylaw adopted by a vote of not less than two thirds of all members of the Council. The Bylaw also requires approval of the Minister of Municipal Affairs. A draft Agreement prepared by the City of Vancouver is attached to this report. Both Vancouver and Burnaby have reviewed the draft Agreement and concluded that it is satisfactory. It is therefore in order that the Municipal Solicitor bring forward a Bylaw to ratify this Agreement.

The 1988 Capital Budget includes an amount of \$2,175,000 for the completion of the upgrading of the section of Boundary Road between Thurston and Fir Streets. As outlined in the attached Agreement, the responsibility for the design and construction of this portion of Boundary Road will be shared by Vancouver and Burnaby. It is our policy that where Burnaby has the responsibility for administering a construction project which involves partners, that the total cost be budgeted and, conversely, where the partner has the responsibility for administration, then we budget only the Corporation's share. Under this premise, the \$2,175,000 total cost is derived as follows:

(Cont'd.)

I. Section Between Thurston Street and Price Street  
(Contract Administration by Burnaby)

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Total Estimated Cost	-	\$1,800,000
Less Revenue Sharing Grant	-	<u>\$ 900,000</u>
Net Project Cost		<u>\$ 900,000</u>

The net project cost will be further subdivided as follows:

City of Vancouver - 50%	=	\$ 450,000
Corporation of Burnaby - 50%	=	\$ 450,000

II. Section Between Price Street and Fir Street  
(Contract Administration by Vancouver)

Total Estimated Cost	-	\$1,500,000
Less Revenue Sharing Grant	-	<u>\$ 750,000</u>
Net Project Cost		<u>\$ 750,000</u>

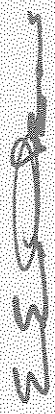
The net project cost will be further subdivided as follows:

City of Vancouver - 50%	=	\$ 375,000
Corporation of Burnaby - 50%	=	\$ 375,000

It is recommended that a Capital Works Machinery and Equipment Reserve Fund Expenditure Bylaw in the amount of \$2,175,000 (\$1,800,000 + \$375,000) be brought forward following execution of the Agreement between the City of Vancouver and the Corporation of Burnaby.

The aforementioned cost estimates include an amount of \$70,000 which was appropriated from the 1987 Capital Contingency Fund as interim financing to allow the Corporation to enter into an Engineering Agreement with the Consultant prior to finalization of the Financing Bylaw. The estimates, however, do not include the costs of acquiring the necessary road right-of-way from the east side of Boundary Road as these costs are not sharable with the City of Vancouver. These property acquisition costs are allowed for in Tax Sale Bylaw Number 8326, which was approved by Council on 1985 March 25. Although these property acquisition costs were not sharable with the City of Vancouver, they are sharable with the Province under its Revenue Sharing Program; we have already received the necessary approvals for the Provincial share.

The current construction schedule for this project is to start construction of the portion between Price Street and Fir Street in early May of this year and to follow with commencement of construction of the southerly portion (Thurston Street to Price Street) in early June of this year. It is hoped that all construction will be completed by October or November of this year.

  
DIRECTOR ENGINEERING  
VNW:dp  
encl.  
cc: Director Finance  
Municipal Solicitor



THIS AGREEMENT made as of the 29th day of March, 1988

BETWEEN:

CITY OF VANCOUVER, a municipal corporation,  
of 453 West 12th Avenue, Vancouver, British  
Columbia, V5Y 1V4

(hereinafter called "Vancouver")

OF THE FIRST PART

AND:

THE CORPORATION OF THE DISTRICT OF BURNABY,  
a municipal corporation, of 4949 Canada Way,  
Burnaby, British Columbia, V5G 1M2

(hereinafter called "Burnaby")

OF THE SECOND PART

WHEREAS:

- A. Boundary Road is located along the north/south boundary line between Vancouver and Burnaby;
- B. Burnaby and Vancouver consider it to be in their mutual interests that that portion of Boundary Road between North Vanness Avenue (Thurston Street) and 29th Avenue (Fir Street) and a portion of a street known as Wellington Avenue situated between Boundary Road and Hoy Street be widened and improved.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties), the parties hereto hereby covenant and agree as follows:

1. Vancouver will carry out the design and construction of Boundary Road from 29th Avenue (Fir Street in Burnaby) to Monmouth Street on the west side of Boundary Road and to Price Street on the east side of Boundary Road in accordance with the plan attached hereto as Schedule "A" (Vancouver City Engineering Department Drawing No. YYD-755A-5 "Boundary Road Paving, North Vanness to 29th Avenue").
2. Burnaby will carry out design and construction of Boundary Road from Monmouth Street on the west side of Boundary Road and Price Street on the east side of Boundary Road to Thurston Street (North Vanness in Vancouver), in accordance with the plan attached hereto as Schedule "A" (Vancouver City Engineering Department Drawing No. YYD-755A-5 "Boundary Road Paving, North Vanness to 29th Avenue") and will carry out design and construction of the Wellington Avenue

works in accordance with the plan attached hereto as Schedule "B" (Vancouver Engineering Department Drawing No. YC-287A "Wellington Avenue at Boundary Road - Relocation of Intersection").

3. Unless otherwise herein provided, the following items only shall be cost shared in accordance with the provisions of this agreement:

- (a) the roadway, curbs and gutters, and traffic islands (including landscaping and trees)
- (b) concrete sidewalks, grass boulevards, boulevard trees, and landscaping restoration;
- (c) lighting standards and electrical wiring connecting thereto from Vancouver or Burnaby services;
- (d) necessary traffic control measures, including but not limited to signals (and associated wires and ducts), signs, paint markings and warning flashers;
- (e) required drainage facilities;
- (f) relocation of utilities to facilitate construction of the Project;
- (g) retaining walls that are required to support a difference in grade between the boulevards and the abutting private property in the section between Price Street and North Vanness Avenue, and elsewhere where mutually agreed upon in writing by Vancouver's City Engineer and Burnaby's Director (Engineering); and
- (h) traffic islands (and modifications thereto) and traffic signal within the intersection of 29th Avenue and Boundary Road.

4. The works described in clause 3 above, in and through the street areas referred to in recital B above, are herein collectively called the "Project". Vancouver and Burnaby mutually agree to share in the costs of the Project on a 50/50 basis. For the purposes of this agreement, costs include design, surveying, inspection and similar administrative overhead charges normally charged by a municipality to a project of this type.

Vancouver and Burnaby mutually agree to promptly and properly apply for Provincial revenue sharing for their respective



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sections and to do all that is required to obtain the same. If revenue sharing is calculated or given in respect of the Project as a whole as opposed to the portions of the Project to be designed and constructed by Vancouver and Burnaby, then the Provincial revenue sharing shall be allocated 50/50 to Vancouver and Burnaby.

5. Vancouver and Burnaby mutually agree to share (on a 50/50 basis) in the purchase price of the properties that are required for the realignment of Wellington Avenue at Boundary Road.

6. Following completion of the Project in their respective sections, Vancouver and Burnaby will ensure that they (or their respective contractors) repair any defects that become evident in the construction within a period of twelve months. Such repairs will not be shareable on a 50/50 basis; the costs of such repairs will be the responsibility of whichever party was responsible for the construction of that part of the Project.

7. Vancouver and Burnaby agree to cooperate fully, the one with the other, to execute all such documents and do all such things as required in order to more fully perfect the intention of this agreement.

8. This agreement shall come into force and be of effect following the passage of ratification by-laws by each of Vancouver and Burnaby and the subsequent approval by the Ministry of Municipal Affairs. If the said by-laws and the said approval are not given on or before March 29, 1989, this agreement shall be null and void.

IN WITNESS WHEREOF the parties hereto have executed this agreement.

The Common Seal of the )  
 CITY OF VANCOUVER )  
 was hereunto affixed )  
 in the presence of: )  
 )  
 Authorized Signatory )

C/S

The Common Seal of )  
 THE CORPORATION OF THE )  
 DISTRICT OF BURNABY )  
 was hereunto affixed )  
 in the presence of: )  
 )  
 Authorized Signatory )  
 Authorized Signatory )

C/S

(5935L/284L)

