

CITY OF BURNABY

BYLAW NO. 13784

A BYLAW to authorize the execution of an
Agreement with the City of Coquitlam
for the shared maintenance of North Road

The Council of the City of Burnaby ENACTS as follows:

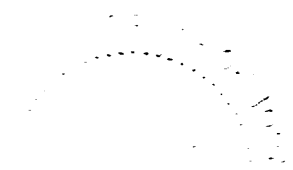
1. This Bylaw may be cited as **NORTH ROAD MAINTENANCE AND COST SHARING AGREEMENT BYLAW 2017**.
2. The City is hereby authorized to enter into an agreement with the City of Coquitlam for the shared maintenance of North Road, substantially in the form set out in Schedule "A" (the "Agreement").
3. The City Clerk is hereby authorized and empowered to execute the Agreement.

Read a first time this 10th day of July, 2017

Read a second time this 10th day of July, 2017

Read a third time this 10th day of July, 2017

Reconsidered and adopted this 24th day of July, 2017



Ann Coyn
MAYOR

Leah Saun
CLERK

SCHEDULE "A"

NORTH ROAD MAINTENANCE AND COST SHARING AGREEMENT

THIS AGREEMENT is dated for reference this 26th day of June 2017.

BETWEEN:

CITY OF COQUITLAM, a Municipal Corporation
3000 Guildford Way
Coquitlam, B.C. V3B 7N2
("Coquitlam")

OF THE FIRST PART

AND:

CITY OF BURNBY, a Municipal Corporation
4949 Canada Way
Burnaby, B.C. V5G 1M2
("Burnaby")

OF THE SECOND PART

WHEREAS:

- A. North Road (as defined below) straddles the jurisdictional boundary between Coquitlam and Burnaby;
- B. The jurisdictional boundary between Coquitlam and Burnaby is variable and is not consistently located at the Agreed Boundary (as defined below) along North Road;
- C. Coquitlam and Burnaby (together the "Municipalities" and individually a "Municipality") wish to share responsibility for the maintenance of North Road between the northerly and southerly limits of the Municipalities and are entering into this Agreement to better define each party's responsibilities regarding the Maintenance of North Road;

NOW THEREFORE WITNESSETH that in consideration of the covenants and agreements contained herein the Municipalities agree as follows:

DEFINITIONS

In this agreement, the following words have the following meaning:

"Agreed Boundary" means the boundary shown as a dotted line on the plans attached to Schedule "A" of this Agreement and more specifically described as follows:

- (i) the north/south centerline connecting the mid-points between the edges of the raised median for the divided roadway portion of North Road;
- (ii) the mid-point of the north/south yellow painted lines for the portion of North Road which is not divided by a raised median;
- (iii) the mid-point of the north-south pavement edges for that portion of North Road not divided by a median or yellow painted lines; and
- (iv) the north/south lines across each of the intersections of North Road connecting the end points of the center of the median, end points of the center lines and the yellow painted traffic lines.

“Evergreen Rapid Transit Line Guideway Lighting” means decorative lighting located on the Evergreen Rapid Transit Line guideway from Column Nos. P1-3 to P1-37;

“Gatineau Gateway Feature” means the public art installation on the North Road centre median south of Gatineau Place;

“Maintenance” means all surface repairs, inspections, repaving, sanding, salting, snow removal, street cleaning, landscaping, line painting, grass cutting, litter clean-up, signal relamping and testing, and similar type of maintenance work, but does not include the complete replacement of any of the Shared Facilities or Non-Shared Facilities contemplated in this Agreement;

“Non-Shared Facilities” means that infrastructure located on either side of the Agreed Boundary, including:

- (i) pavement structures, curb and gutter and related drain tile, storm sewers, water mains, sanitary sewers and catch basins not located in or bounding medians or traffic islands;
- (ii) dual left turn lanes;
- (iii) other facilities including signs, painted pavement markings, boulevard landscaping, fences, guardrails, Street Lighting, retaining walls and sidewalks not located in or bounding medians or traffic islands;

“North Road” means that portion of street known as North Road, and bounded by the municipal boundary with the City of Port Moody to the north and Brunette River Bridge to the south;

“Oakdale Sidewalk” means the portion of sidewalk constructed by the City of Coquitlam, on the west side of North Road (Burnaby side) between Como Lake and Chapman Avenue, as shown the plan attached to Schedule “B” of this Agreement;

“Shared Facilities” means infrastructure located on North Road as follows:

- (i) surfaces of the medians and traffic islands that straddle the Agreed Boundary, including the grass, horticulture, irrigation and drainage systems, catch basins, hard surfaces, fencing and trees located in or bounding the medians and traffic islands;
- (ii) decorative and tree lighting adjacent to the Evergreen Rapid Transit Line, but does not include any Evergreen Rapid Transit Line Guideway Lighting;
- (iii) intersection line and center line markings;
- (iv) pedestrian and vehicle overpasses.

“Street Lighting” means street lighting poles, luminaires, conduits, service panels and all associated wiring;

“Traffic Signals” means all existing and future traffic and pedestrian signals on North Road including, but not limited to, the signal controller and cabinet, all signal poles and heads, wiring and power supply (including UPS if so equipped), detection equipment (vehicle, pedestrian and pre-emption), communication systems (radios and fibre optics and switches) and all equipment required to operate the signal at that location.

TERM AND RENEWAL

1. This Agreement will commence on July 26, 2017 and will continue in full force and effect for five (5) years until July 25, 2022, subject to earlier termination pursuant to the terms of this Agreement.
2. This Agreement may be renewed in writing by the Municipalities for a further term of five years, subject to approval by the Council of each Municipality.

AGREED BOUNDARY

3. For the purposes of this Agreement, the Municipalities agree that the Agreed Boundary will be the dividing line between Coquitlam and Burnaby, notwithstanding the legal boundary between the Municipalities along North Road.

MAINTENANCE RESPONSIBILITIES & AUTHORIZATION

4. During the Term of this Agreement, the Municipalities agree that:
- (a) Maintenance of the Non-Shared Facilities east of the Agreed Boundary will be the responsibility of Coquitlam;
 - (b) Maintenance of the Non-Shared Facilities west of the Agreed Boundary will be the responsibility of Burnaby;
 - (c) subject to reimbursement by Coquitlam pursuant to section 8, Maintenance of the Oakdale Sidewalk will be the responsibility of Burnaby;
 - (d) Maintenance of the Shared Facilities south of the center Line of Cameron Street will be the responsibility of Burnaby;
 - (e) Maintenance of the Shared Facilities north of the center line of Cameron Street will be the responsibility of Coquitlam;
 - (f) Maintenance of the Street Lighting on either side of the Agreed Boundary and the costs associated with the operation of Street Lighting will be the responsibility of the municipality in which the Street Lighting is located;
 - (g) As between Coquitlam and Burnaby, Maintenance of the Evergreen Rapid Transit Line Guideway Lighting will be the responsibility of Coquitlam and the Municipalities will meet prior to October 31 of each year to establish the lighting program for the Evergreen Rapid Transit Line Guideway Lighting for the upcoming calendar year;
 - (h) Maintenance of the Gatineau Gateway Feature will be the responsibility of Burnaby;
 - (i) Maintenance of all existing and future Traffic Signals along North Road, both east and west of the Agreed Boundary, will be the responsibility of Coquitlam, and Coquitlam may invoice Burnaby for the actual cost of Maintenance in accordance with section 9;
 - (j) Maintenance of any Non-Shared Facilities that straddle the Agreed Boundary may, where it is considered expedient, be undertaken by either party provided that authorization and agreement to pay the costs associated with such Maintenance is obtained in writing, in advance, from the party that owns the Non-Shared Facility in question. If authorization is not obtained, the party that owns the Non-Shared Facility is under no obligation to pay any costs associated with such Maintenance and the party that does not own the Non-

Shared Facility is under no obligation to undertake the Maintenance for such portion of the Non-Shared Facility.

5. Coquitlam and Burnaby hereby reciprocally grant, each to the other, their respective contractors, sub-contractors, employees, agent and officials the right to enter, labour, pass, repass, work and be in, on, under and over the other's property on North Road with or without vehicles, tools, supplies, materials and equipment and supplies for the purposes of carrying out their respective Maintenance responsibilities as outlined in paragraph 4 (a) through (j) of this Agreement.
6. Coquitlam and Burnaby agree to perform their respective Maintenance obligations:
 - (a) in accordance with all applicable statutes, regulations and bylaws;
 - (b) in accordance with sound engineering and construction practices, in a good and workmanlike manner;
 - (c) to a standard equivalent to that which each of the Municipalities maintains for a similar class of road;
 - (d) in a manner that will not interfere, injure, or impair the operating efficiency of the Non-Shared Facilities or the Shared Facilities, or unnecessarily obstruct North Road;
 - (e) in a manner that will not require the excavation or drilling of Non-Shared or Shared Facilities owned by the other party without first obtaining the written consent of the owning party, which consent will not be unreasonably withheld.

TRAFFIC SIGNAL TIMING

7. Notwithstanding anything to the contrary in this Agreement, Coquitlam, as part of its responsibility for Maintenance of all Traffic Signals along North Road as described in section 4(i), may make minor adjustments to the operation and timing of the Traffic Signals where necessary to facilitate the flow of traffic, but signal timing plans for all Traffic Signals along North Road will be subject to mutual approval by the Municipalities.

COST ALLOCATION & INVOICE ITEMIZATION

8. The cost of Maintenance associated with Oakdale Sidewalk will be borne solely by Coquitlam and Burnaby may invoice Coquitlam for the actual cost of Maintenance associated with Oakdale Sidewalk in accordance with section 14 of this Agreement.

9. The cost of Maintenance associated with any Traffic Signal plant located along North Road will be invoiced 50/50 for a four-legged intersection and 66/33 for a “tee” intersection depending on the intersection configuration. The invoice will be itemized separating electrical charges from Maintenance in accordance with section 14.
10. The costs associated with Maintenance of the Shared Facilities as described in Paragraphs 4(d) and (e) will be borne solely by the Municipality responsible for such Maintenance and there will be no reconciliation of costs unless the Municipalities mutually agree otherwise.
11. The Municipalities agree that, notwithstanding the location of the dividing line at Cameron Street, the cost of Maintenance associated with the Non-Shared Facilities should be borne by the Municipality responsible for such Maintenance and there will be no reconciliation of costs unless the Municipalities mutually agree otherwise.
12. The costs associated with Maintenance of the Gatineau Gateway Feature will be borne solely by Burnaby and the costs associated with Maintenance of the Evergreen Rapid Transit Line Guideway Lighting will be shared equally by the Municipalities.
13. The Municipalities agree that any costs payable in connection with this Agreement will be invoiced on a quarterly basis and be payable within sixty (60) days of receipt.
14. Any invoice delivered by one municipality to the other will be itemized and include the following:
 - (a) labour based on wage rates plus benefits and other compensation;
 - (b) material and equipment;
 - (c) payments to contractors;
 - (d) electricity costs for the Traffic Signals;
 - (e) normal overhead charges calculated at the prevailing rate of the invoicing Municipality, to a maximum of 20%;
 - (f) all applicable taxes including any Goods and Services Taxes payable.

APPROVALS AND DOCUMENTATION

15. Each party agrees to obtain any permits, approvals or other authorizations required for the completion of their respective Maintenance obligations in advance of undertaking the Maintenance, and to provide evidence of such permits, approvals or authorizations at the request of the other party and within 7 days.

DEFAULT AND INDEMNITY

16. If either party is in default of any of its obligations under this Agreement, then the non-defaulting party must give written notice of such default to the defaulting party and the latter will have 10 business days in which to rectify the default, except in the case of an emergency the defaulting party will promptly rectify the default. If the default is not rectified within the 10 day period or promptly in the case of an emergency, then, and without limiting any other remedy which it may have, the non-defaulting party will have the right, but is not obligated, to remedy any such default. This may include taking any action necessary to cure the default and such things as may be incidental thereto. The defaulting party will reimburse the non-defaulting party for any expenses incurred by the non-defaulting party required to remedy the default. The non-defaulting party will not incur any liability to the defaulting party for any action or omission in the course of its remedying or attempting to remedy any such default unless such act amounts to intentional misconduct or gross negligence on the part of the non-defaulting party.
17. Except as provided in section 16 of this Agreement, Coquitlam will indemnify and hold harmless Burnaby and its employees and agents from and against all losses, damages, debts, costs, expenses, action, causes of action, claims, demands and judgments (collectively referred to in this Paragraph as "Losses") suffered or incurred by Burnaby or any person, or made or instituted by any person against Burnaby, in any way connected with this Agreement as a result of Coquitlam's failure to carry out the Maintenance obligations set out herein, or any Losses caused by the negligent performance by Coquitlam of its Maintenance obligations pursuant to this Agreement. This indemnity will survive the termination of this Agreement.
18. Except as provided in section 16 of this Agreement, Burnaby will indemnify and hold harmless Coquitlam and its employees and agents from and against all losses, damages, debts, costs, expenses, action, causes of action, claims, demands and judgments (collectively referred to in this Paragraph as "Losses") suffered or incurred by Coquitlam or any person, or made or instituted by any person against Coquitlam, in any way connected with this Agreement as a result of Burnaby's failure to carry out the Maintenance obligation set out herein, or any Losses caused by the negligent performance by Burnaby of its Maintenance obligations pursuant to this Agreement. This indemnity will survive the termination of this Agreement.

DISPUTE RESOLUTION

19. If any dispute as to the intent of this Agreement should arise between the Municipalities, such dispute will be formalized by written notice delivered by one part to the other, and upon receipt of such notice, the General Manager or Director Engineering for each Municipality will meet within ten (10) business days to attempt to resolve the dispute.

TERMINATION & NOTICE

20. Either party may terminate this Agreement at any time upon giving the other party six (6) months written notice of such termination and no compensation shall be payable by either party on account of such termination. Notwithstanding the above, any costs payable by either party to the other as a result of or incidental to any Maintenance work completed prior to the effective date of the termination shall continue to be due and owing and shall survive the termination of this Agreement.
21. Any notice, approval or request given under this Agreement may be delivered by mailed by prepared registered mail from any post office in British Columbia and in the case of Coquitlam addressed to it at:

City of Coquitlam
3000 Guildford Way
Coquitlam, B.C. V3B 7N2
Fax: (604) 927-3505

Attn: City Clerk, with a copy to the General Manager, Engineering and Public Works

and in the case of Burnaby addressed to it at:

City of Burnaby
4949 Canada Way
Burnaby, B.C. V5G 1M2
Fax: 604 294-7537

Attn: City Clerk, with a copy to the Director Engineering

or at such other address as the Municipalities may from time to time advise by notice in writing. The date of receipt of any such notice, approval or request shall be deemed to be the date of delivery of such notice, approval or request if served personally or by facsimile, or on the third business day next following the date of such mailing if

mailed, provided that if mailed should there be, between mailing and the actual receipt of such notice, approval or request, a mail strike, slowdown or other labour dispute which might affect the delivery of such notice, approval or request, such notice, approval or request shall only be affected if actually delivered.

MISCELLANEOUS

22. If any portion of any section of this Agreement or if any section of this Agreement is declared by a court of competent jurisdiction to be void or unenforceable then that portion of that section or that section shall be severed from the balance of this Agreement and the balance of this Agreement shall survive and be enforceable.
23. Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other, which consent will not be unreasonably withheld.
24. This Agreement shall be binding upon the parties and their respective successors, administrators and assigns.
25. This Agreement may be modified if mutually agreed upon in writing by both Municipalities.
26. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the Municipalities agree to attorn to the courts of British Columbia.
27. This agreement may be executed in counterpart and delivered personally, by mail, or by electronic means.
28. The parties to this Agreement will do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.
29. The Municipalities acknowledge and agree that no failure on the part of either party hereto to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by either party of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies in this Agreement provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for either party in this Agreement will be deemed to be in addition to and not, except as expressly stated in this Agreement, restrictive of the remedies of either party hereto at law or in equity.

30. Nothing contained or implied in this Agreement shall fetter in any way the discretion of the Municipalities or the Councils of the Municipalities. Further, nothing contained or implied in this Agreement shall derogate from the obligations of each Municipality under any other agreement with the other Municipality or, if a Municipality so elects, prejudice or affect that Municipality's rights, powers, duties or obligation in the exercise of its functions pursuant to the *Community Charter* or the *Local Government Act*, as amended or replaced from time to time, or act to fetter or otherwise affect that Municipality's discretion, and the rights, powers, duties and obligations of that Municipality under all public and private statutes, by-laws, orders and regulations, which may be, if that Municipality so elects, as fully and effectively exercised as if this Agreement had not been executed and delivered by the Municipalities.

IN WITNESS WHEREOF the Municipalities hereto have hereunto caused their respective seals to be affixed under the hands of their proper officers duly authorized in that behalf.

CITY OF BURNABY

Per: _____
Name:
Title:

Date: _____

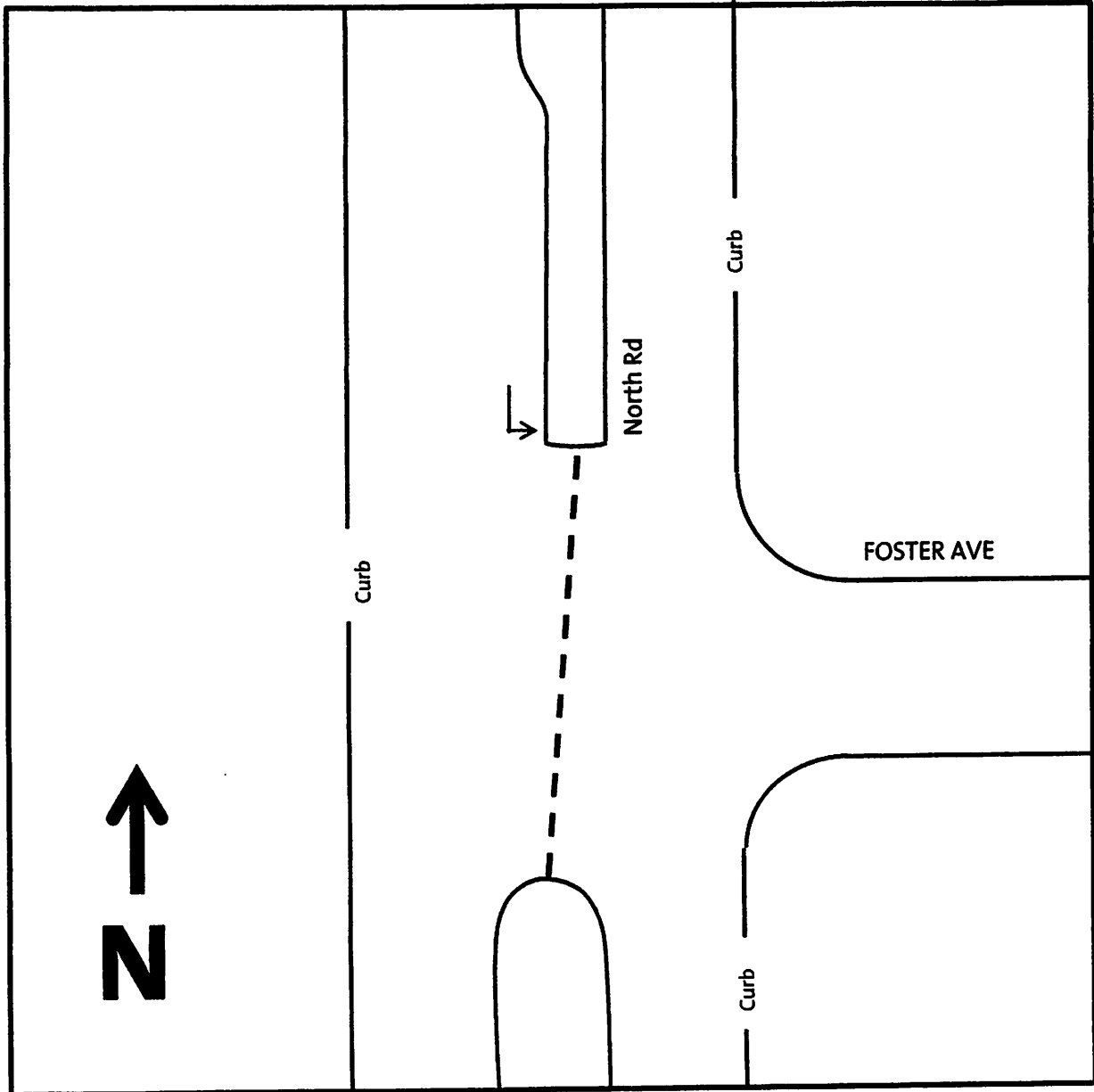
CITY OF COQUITLAM

Per: _____
Name:
Title:

Per: _____
Name:
Title:

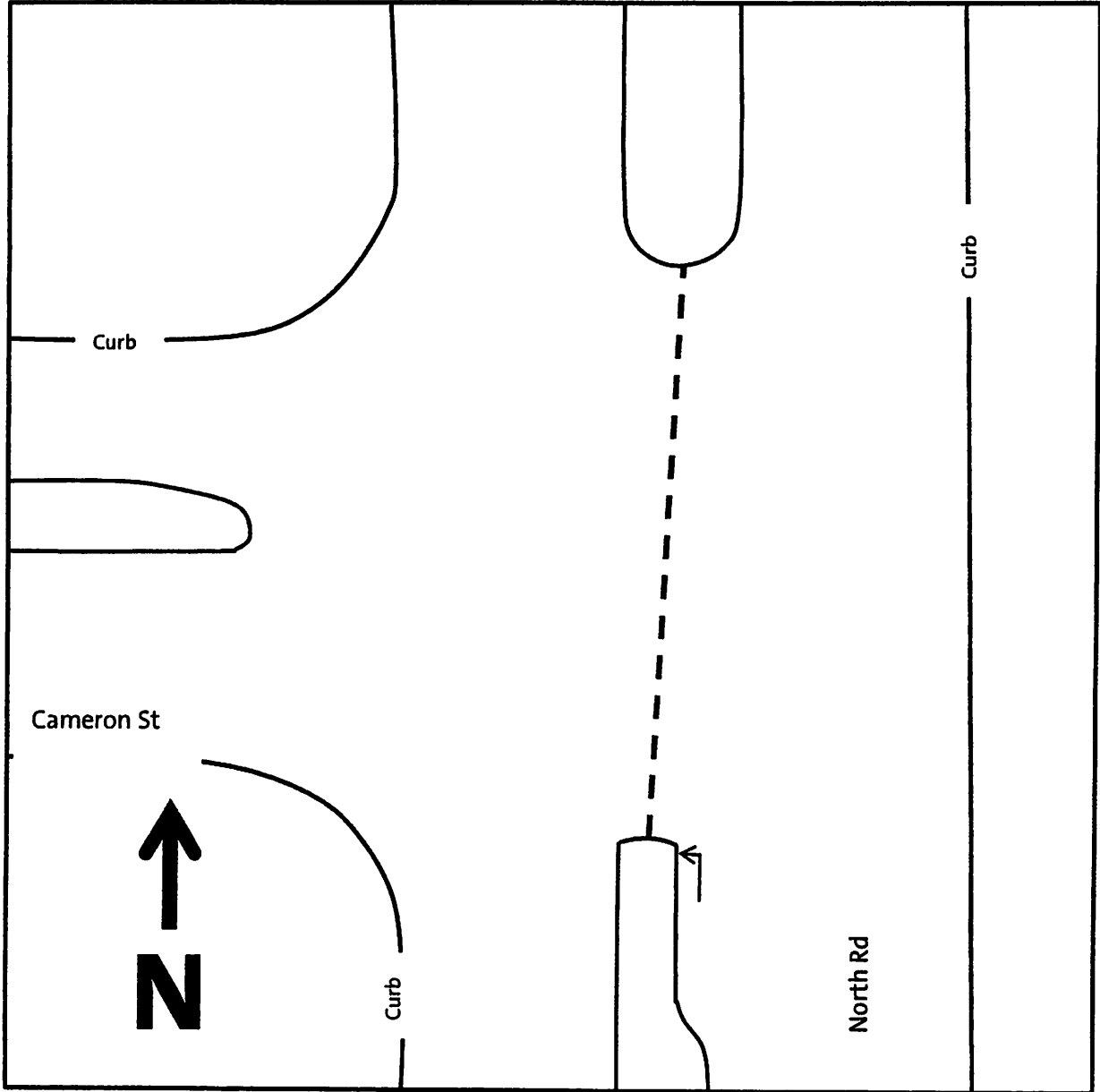
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NORTH ROAD AT FOSTER AVENUE



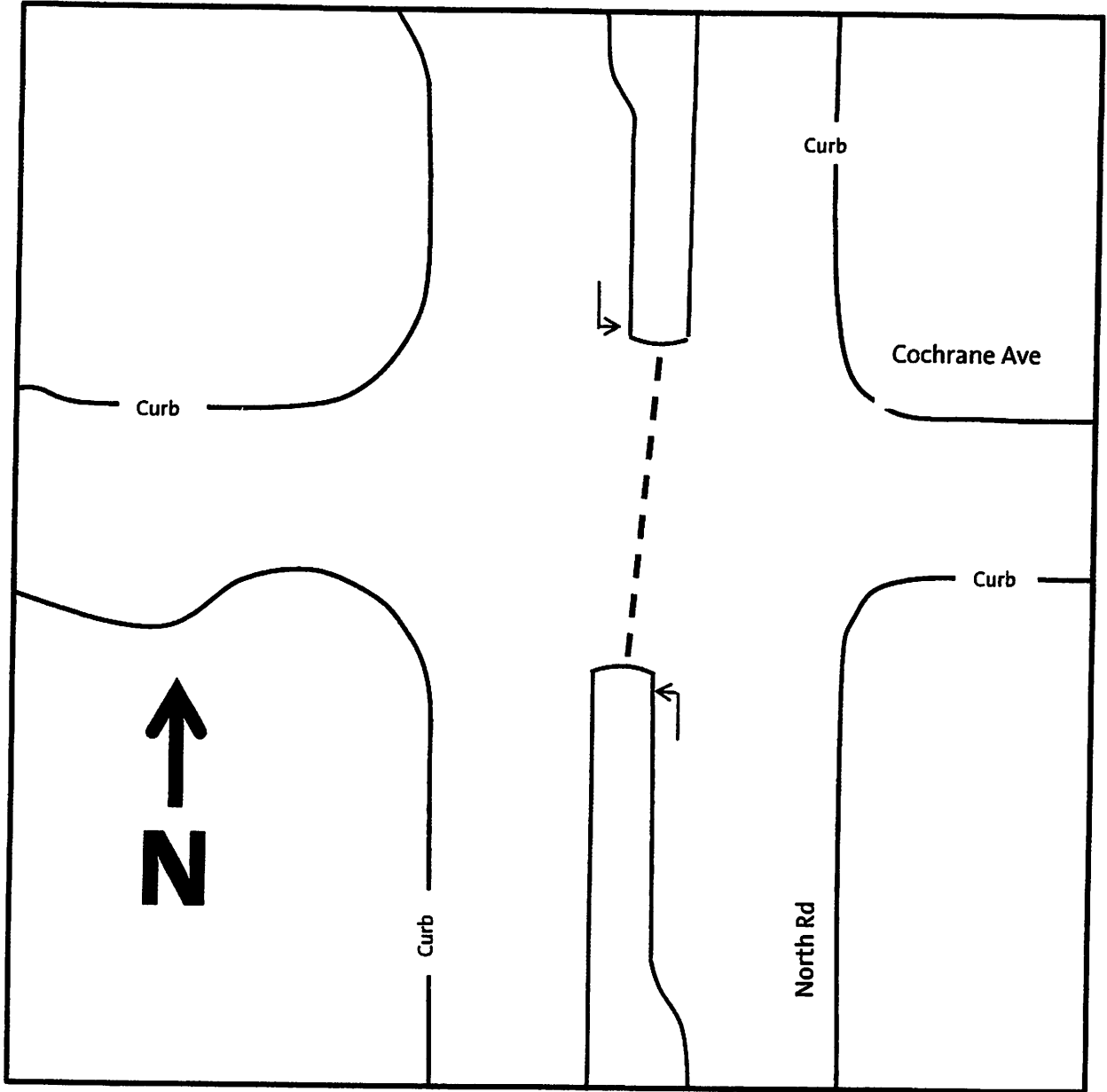
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NORTH ROAD AT CAMERON STREET



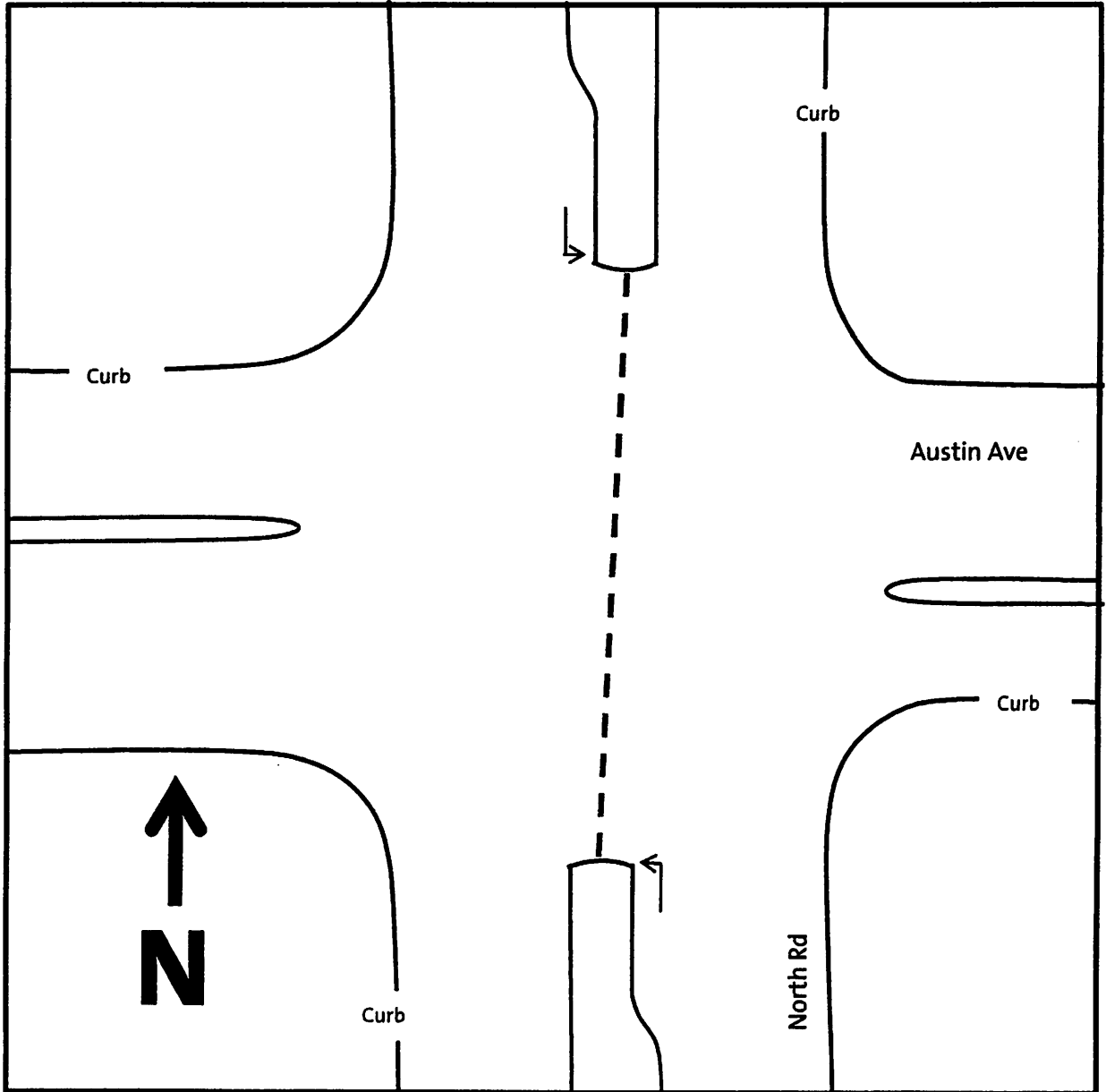
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NORTH ROAD AND COCHRANE AVENUE



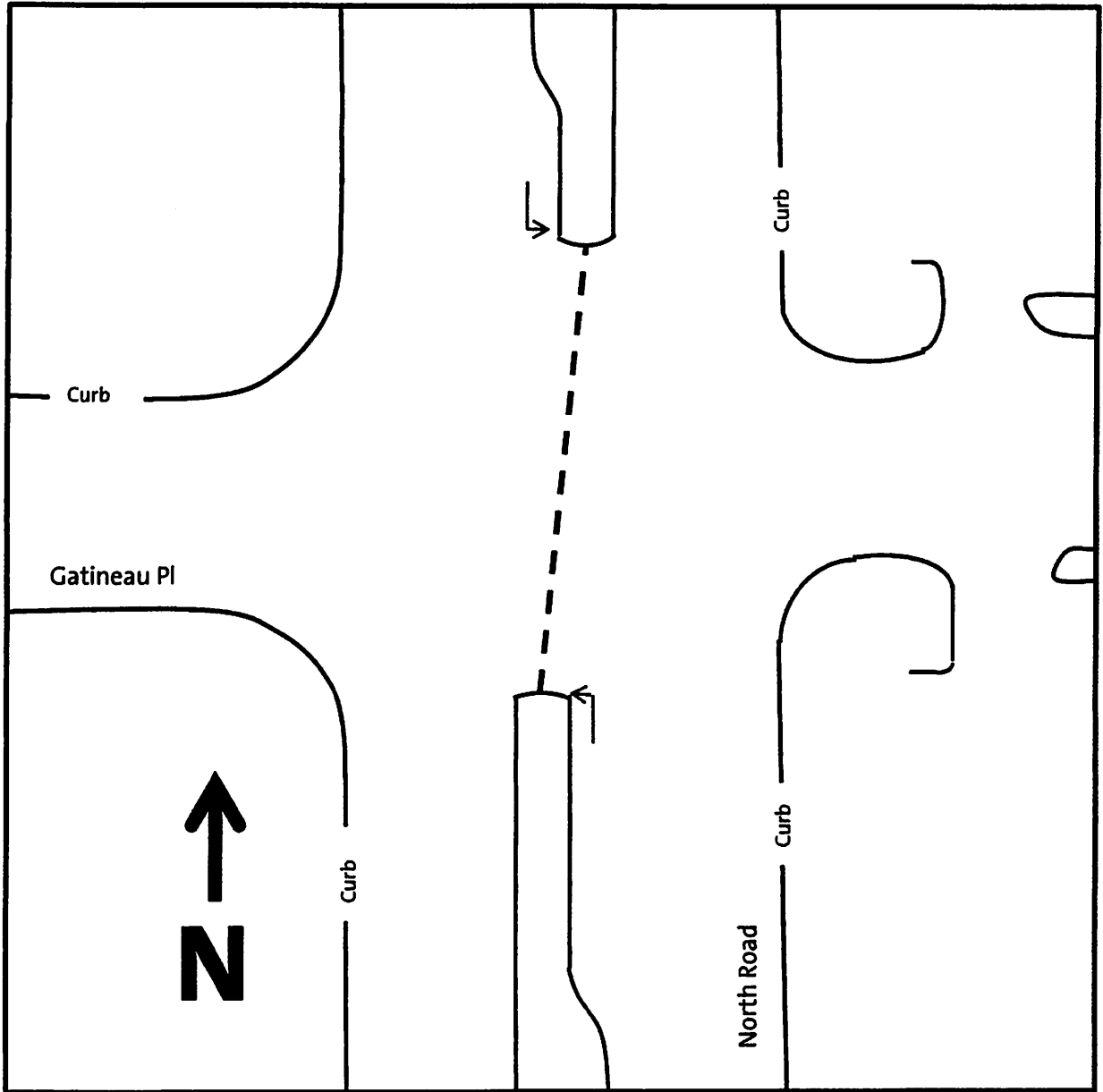
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NORTH ROAD AND AUSTIN AVENUE



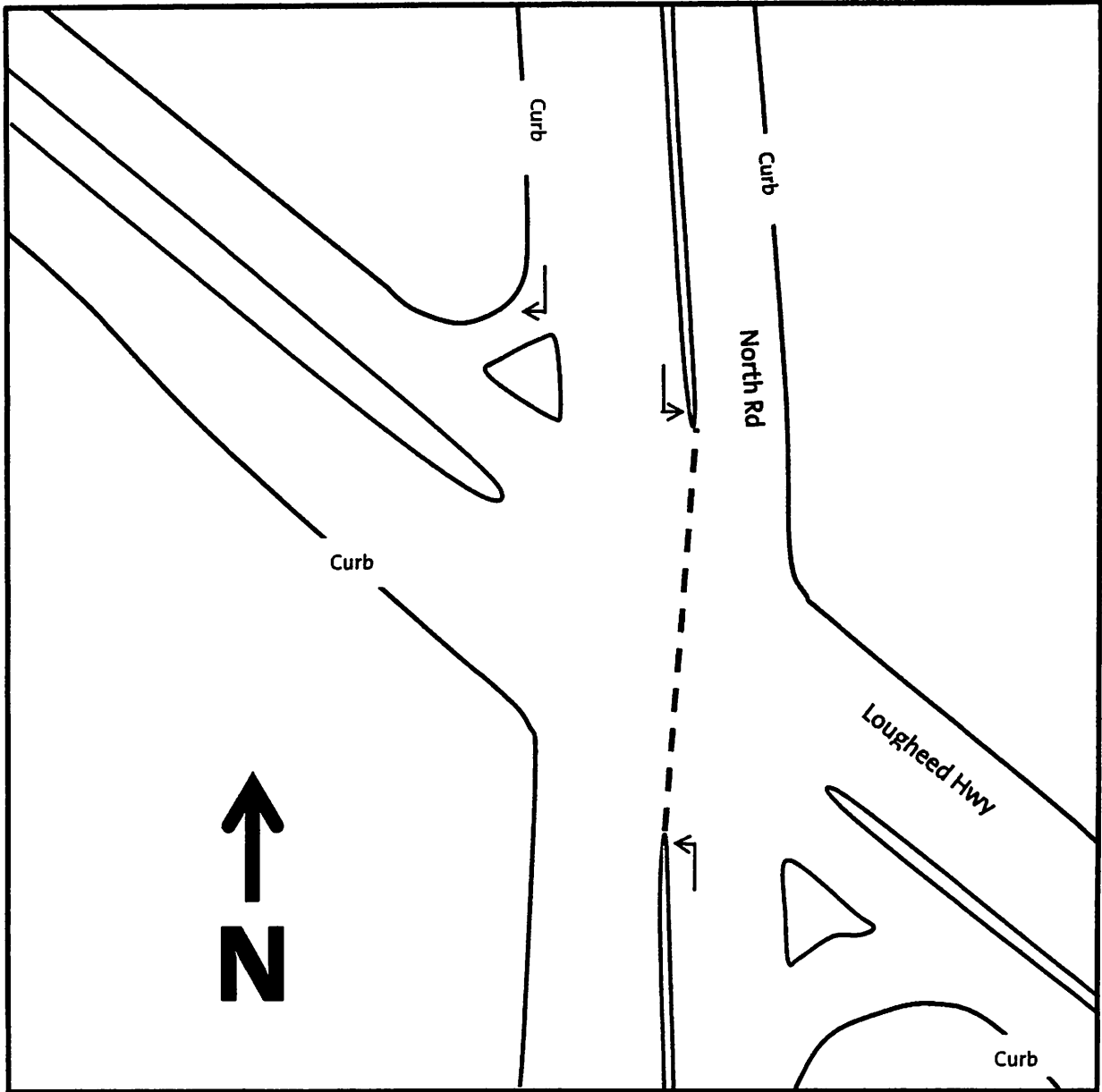
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NORTH ROAD AND GATINEAU PLACE



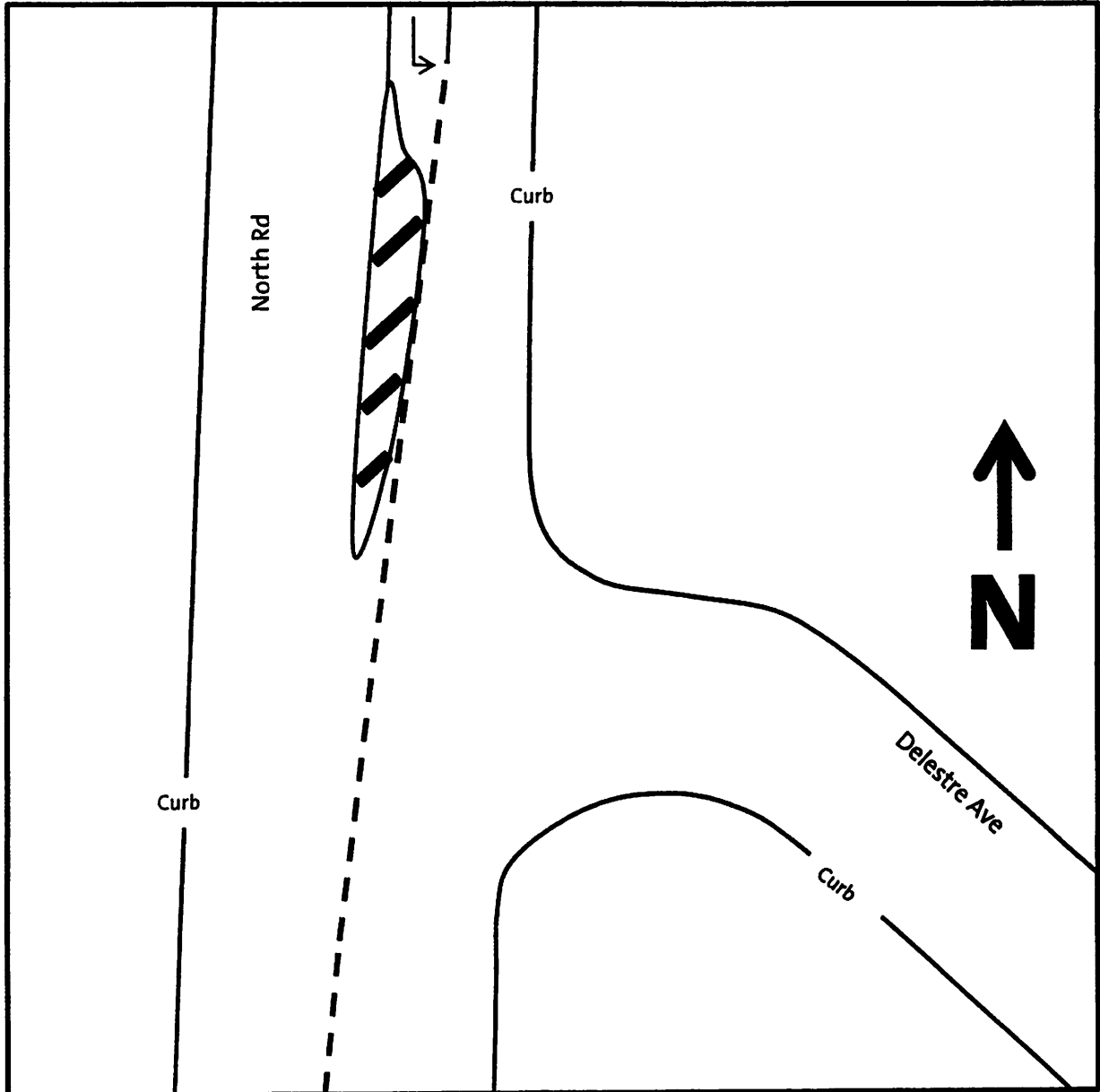
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NORTH ROAD AND LOUGHEED HIGHWAY



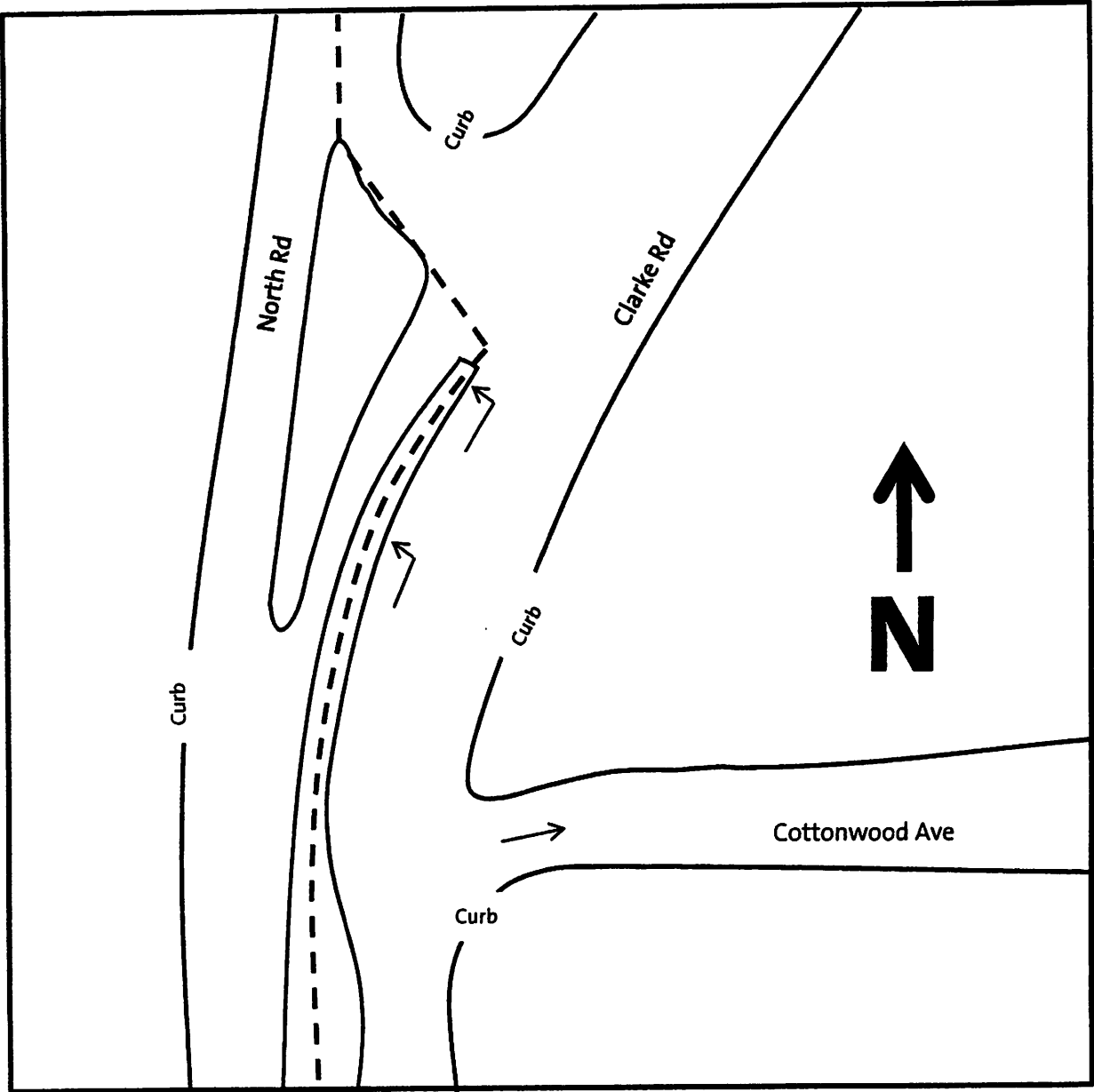
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NORTH ROAD AND DELESTRE AVENUE



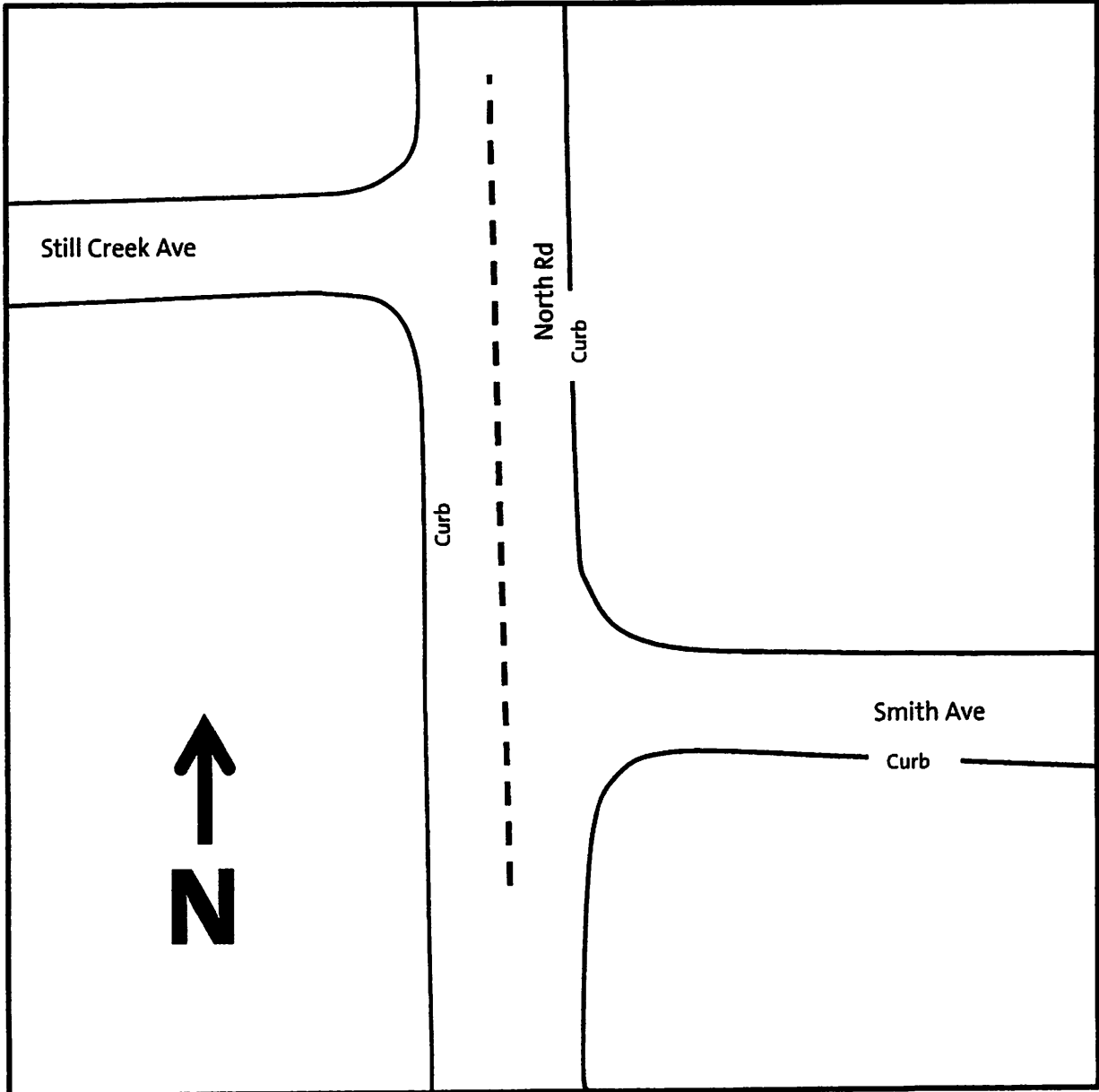
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NORTH ROAD AND CLARKE ROAD / COTTONWOOD AVENUE



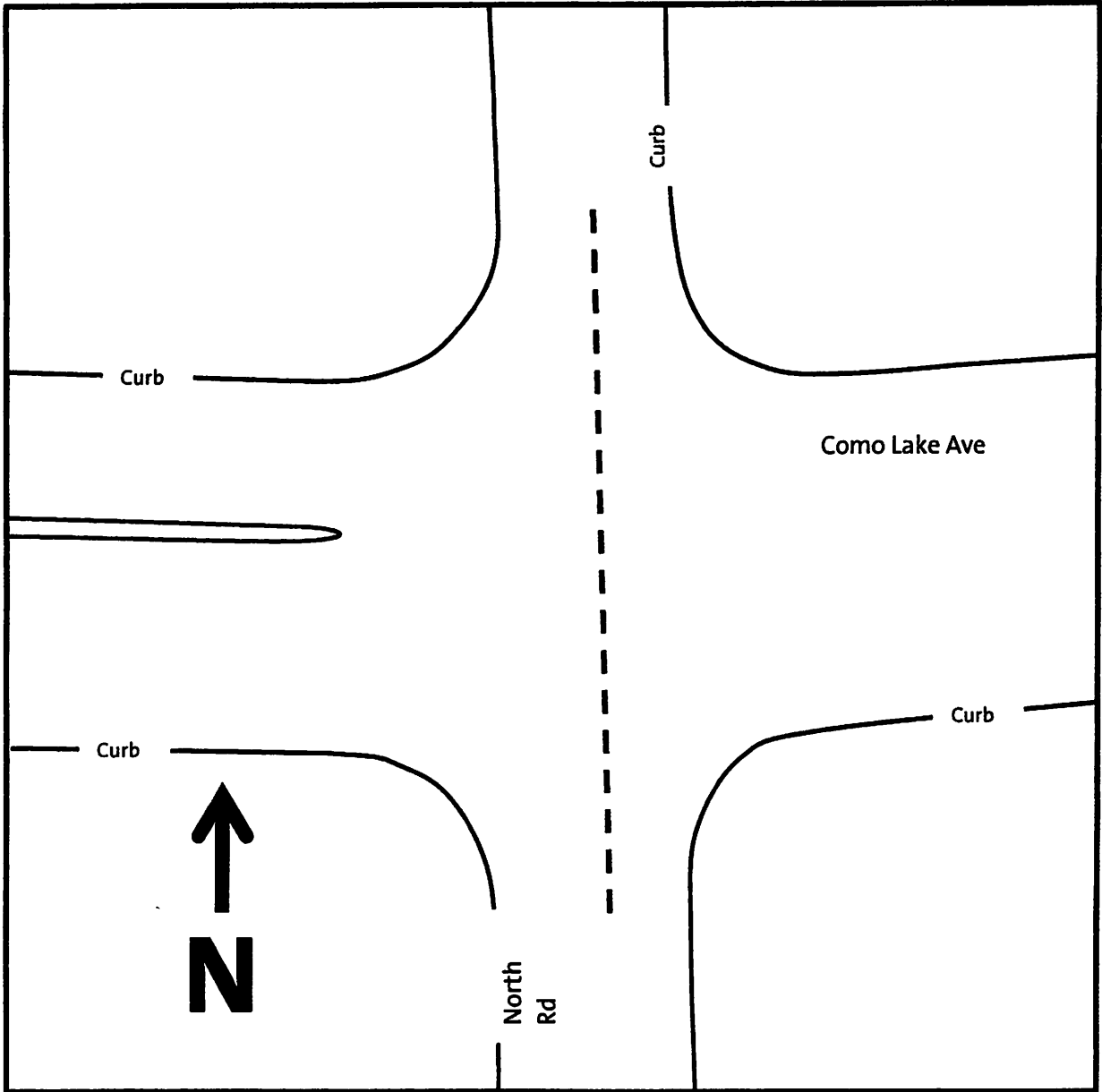
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NORTH ROAD AND SMITH AVENUE



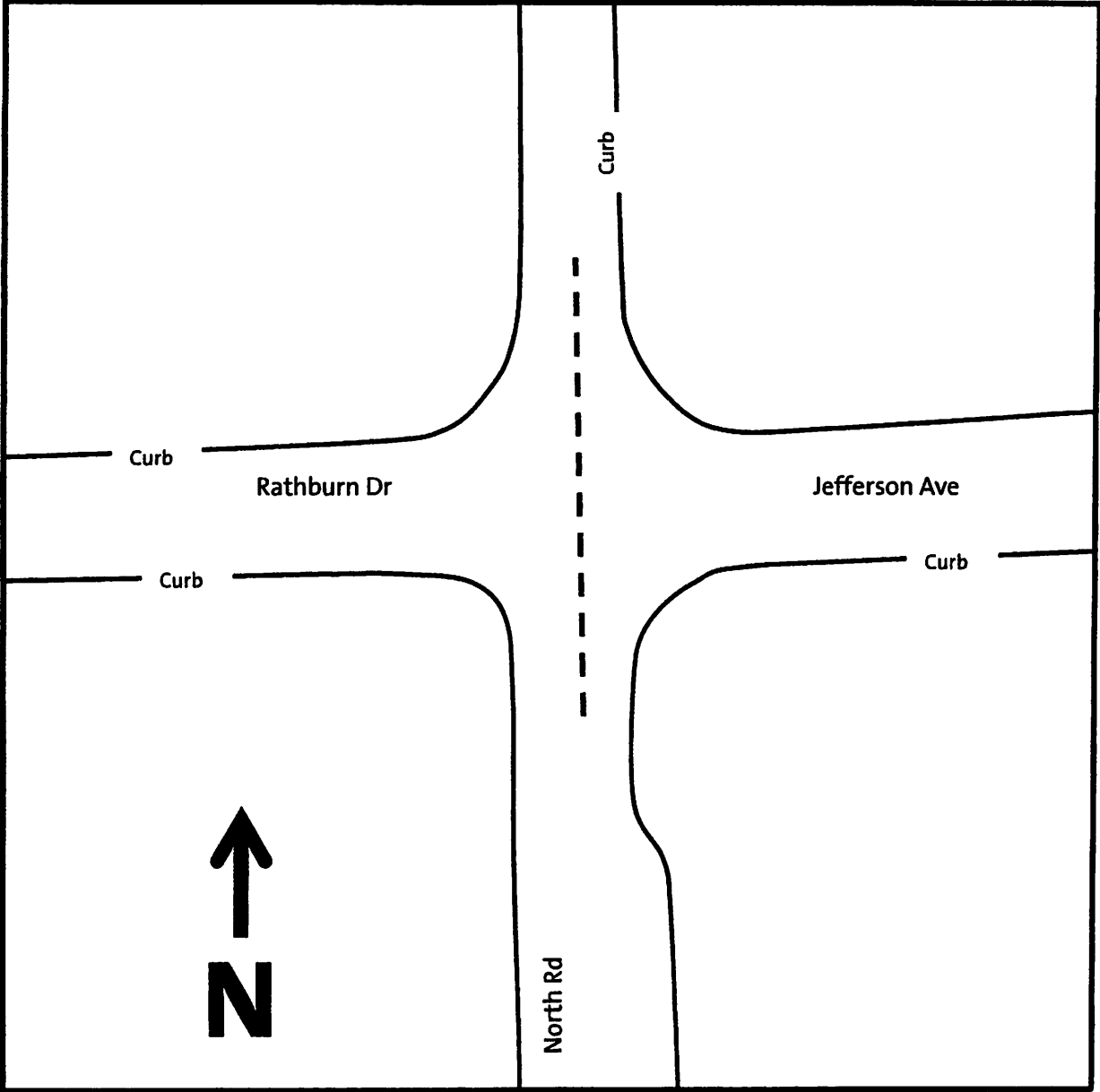
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NORTH ROAD AND COMO LAKE AVENUE



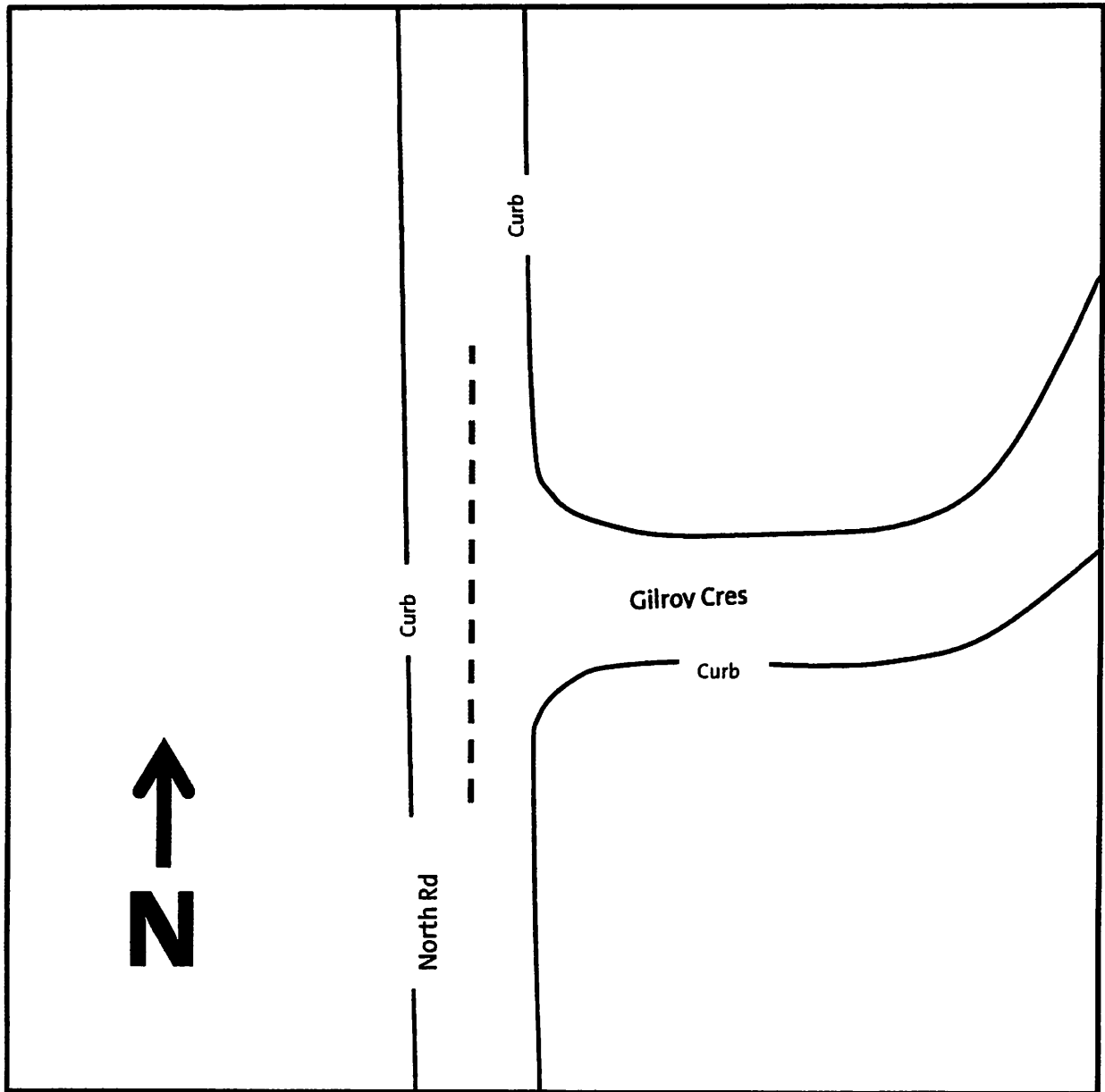
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NORTH ROAD AND JEFFERSON AVENEUE / RATHBURN DRIVE



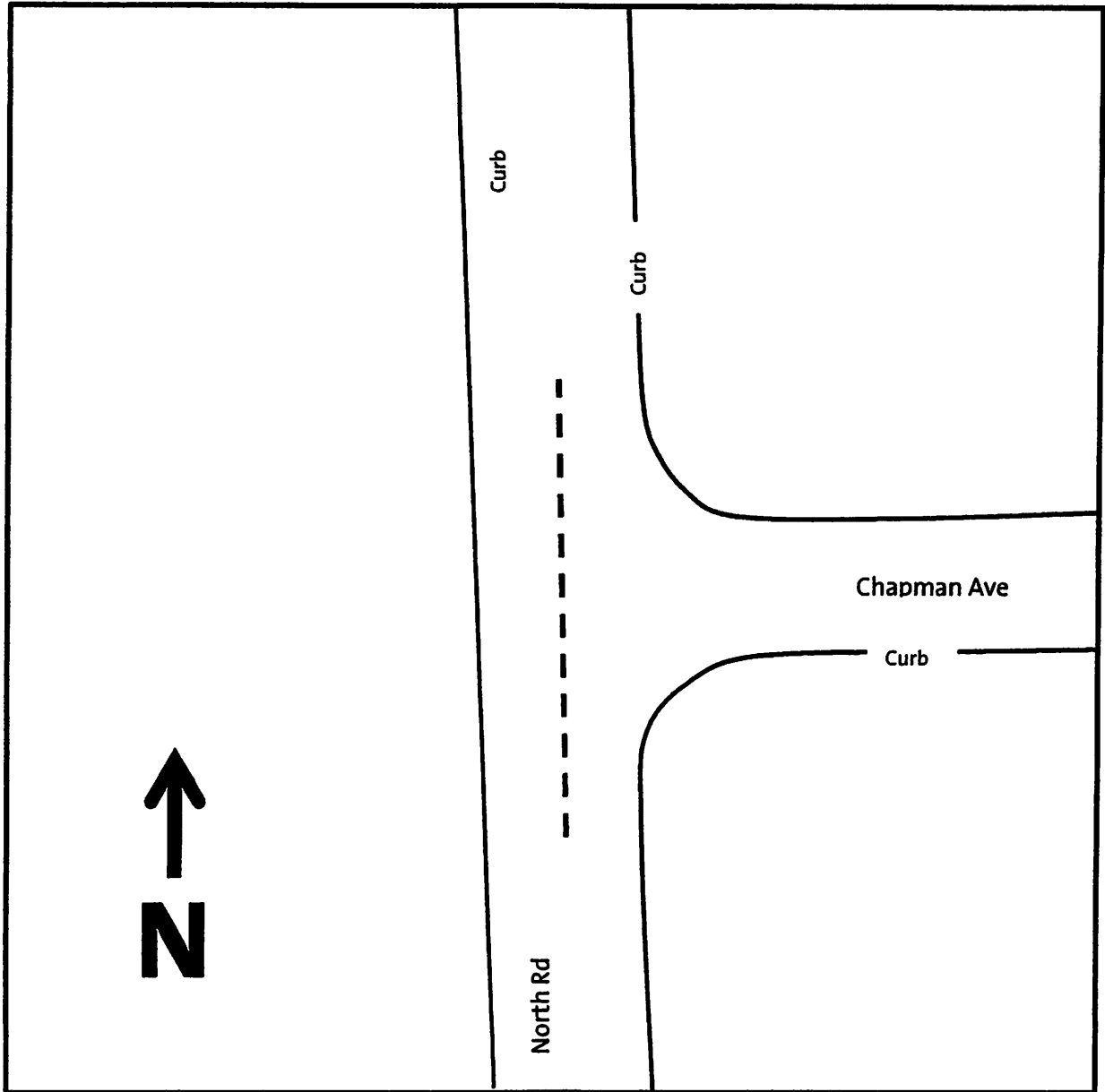
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NORTH ROAD AND GILROY CRESCENT



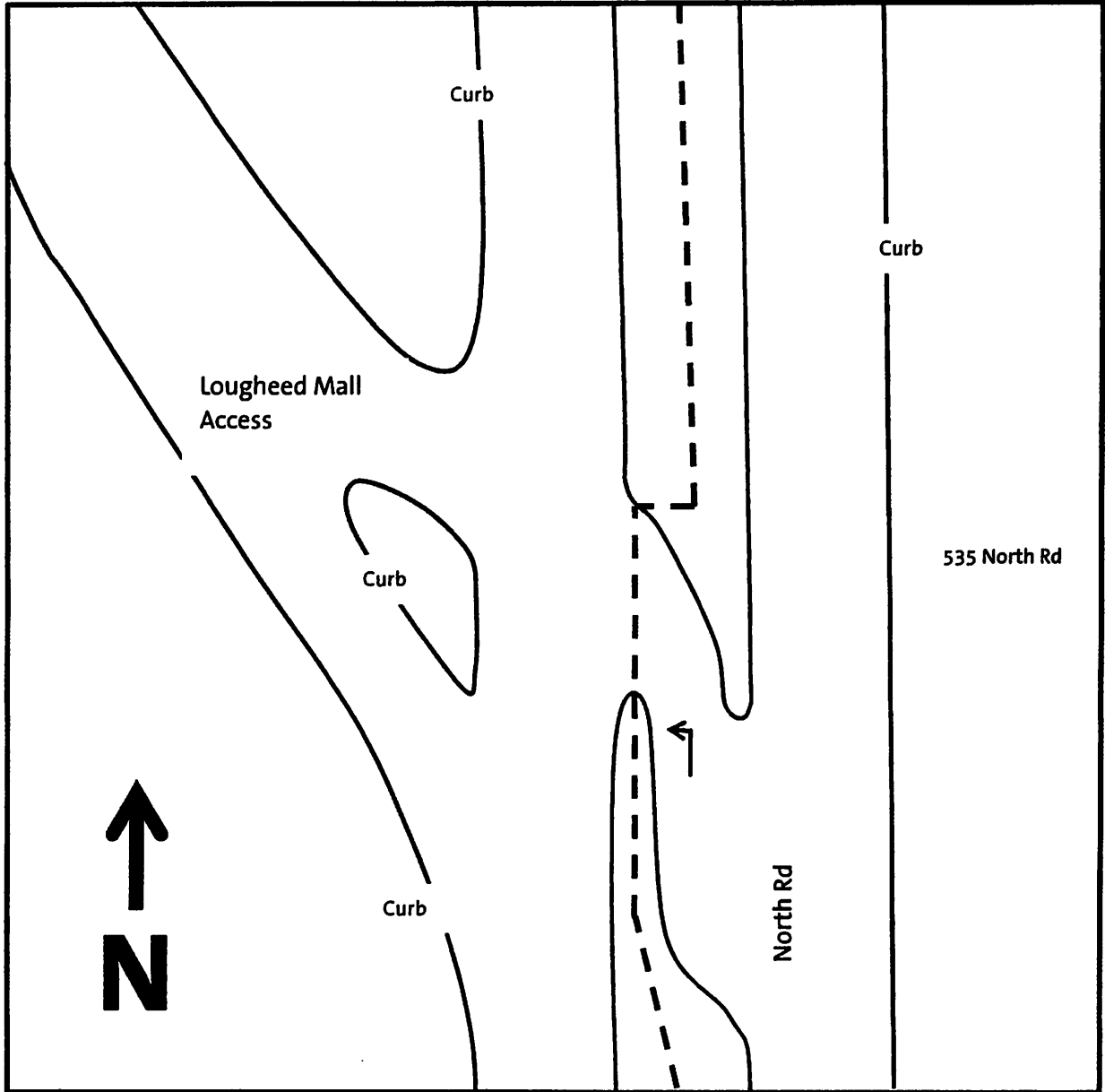
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NORTH ROAD AT CHAPMAN AVENUE



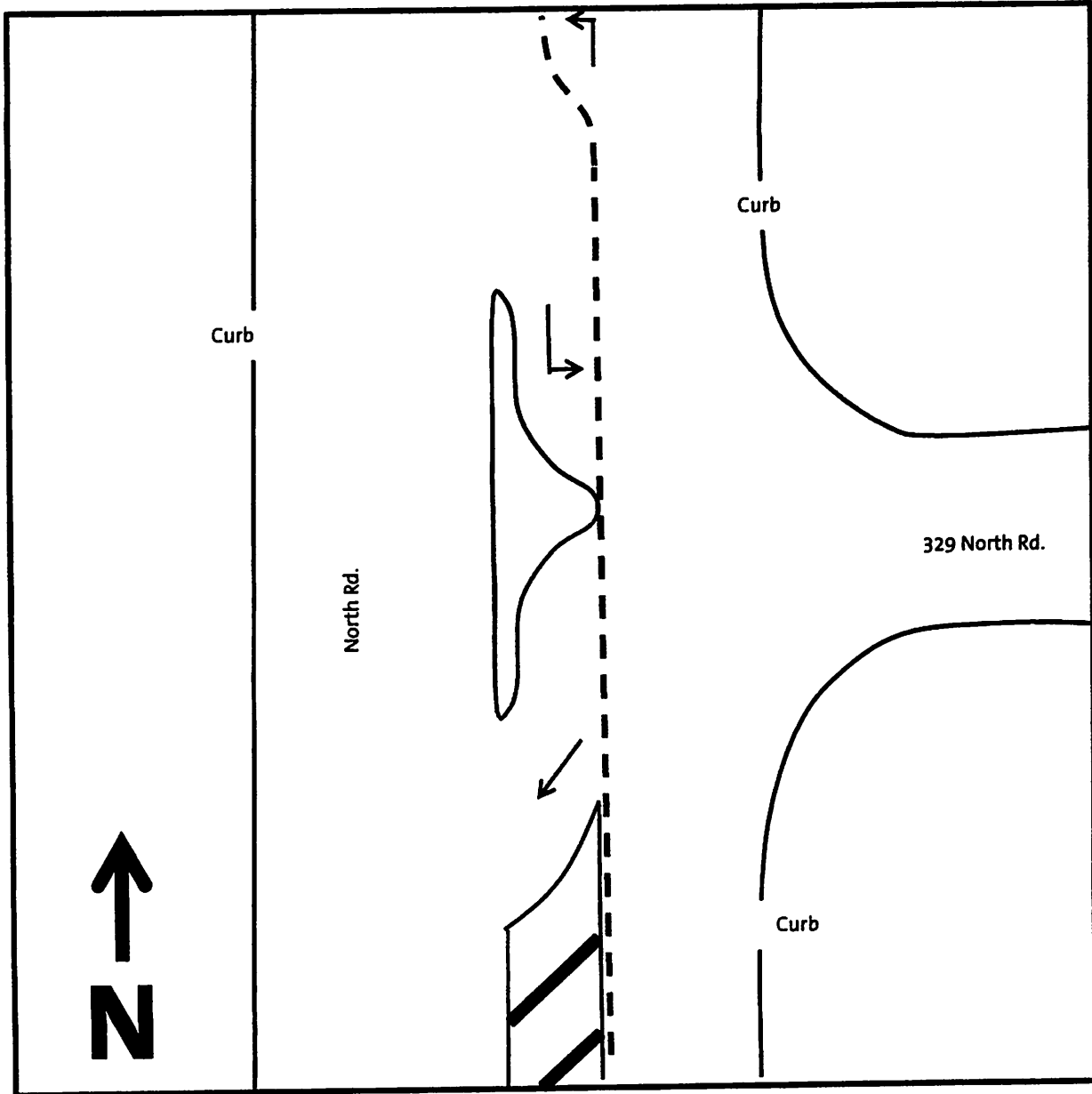
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NORTH ROAD AT LOUGHEED MALL ACCESS



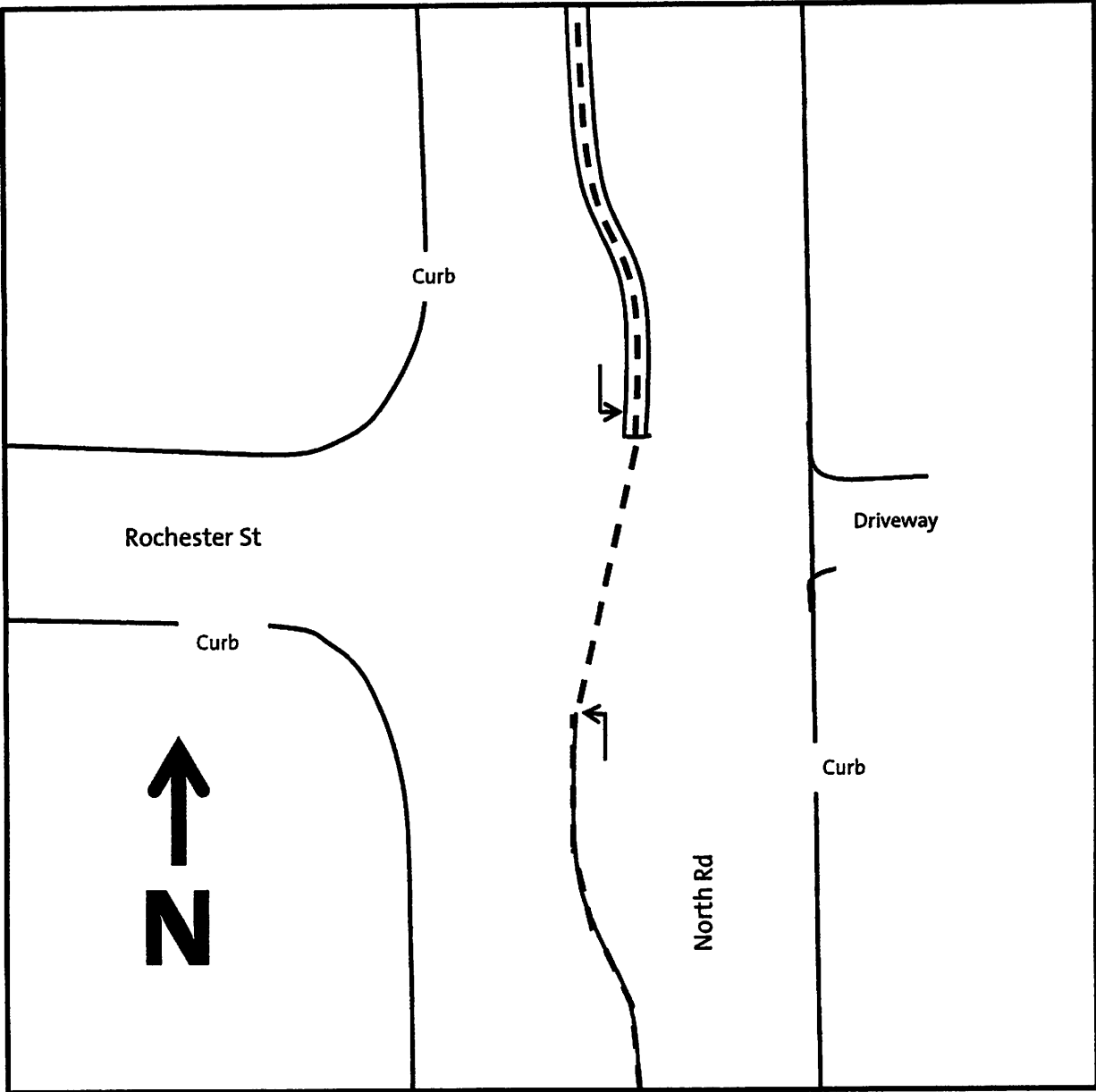
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329 NORTH ROAD



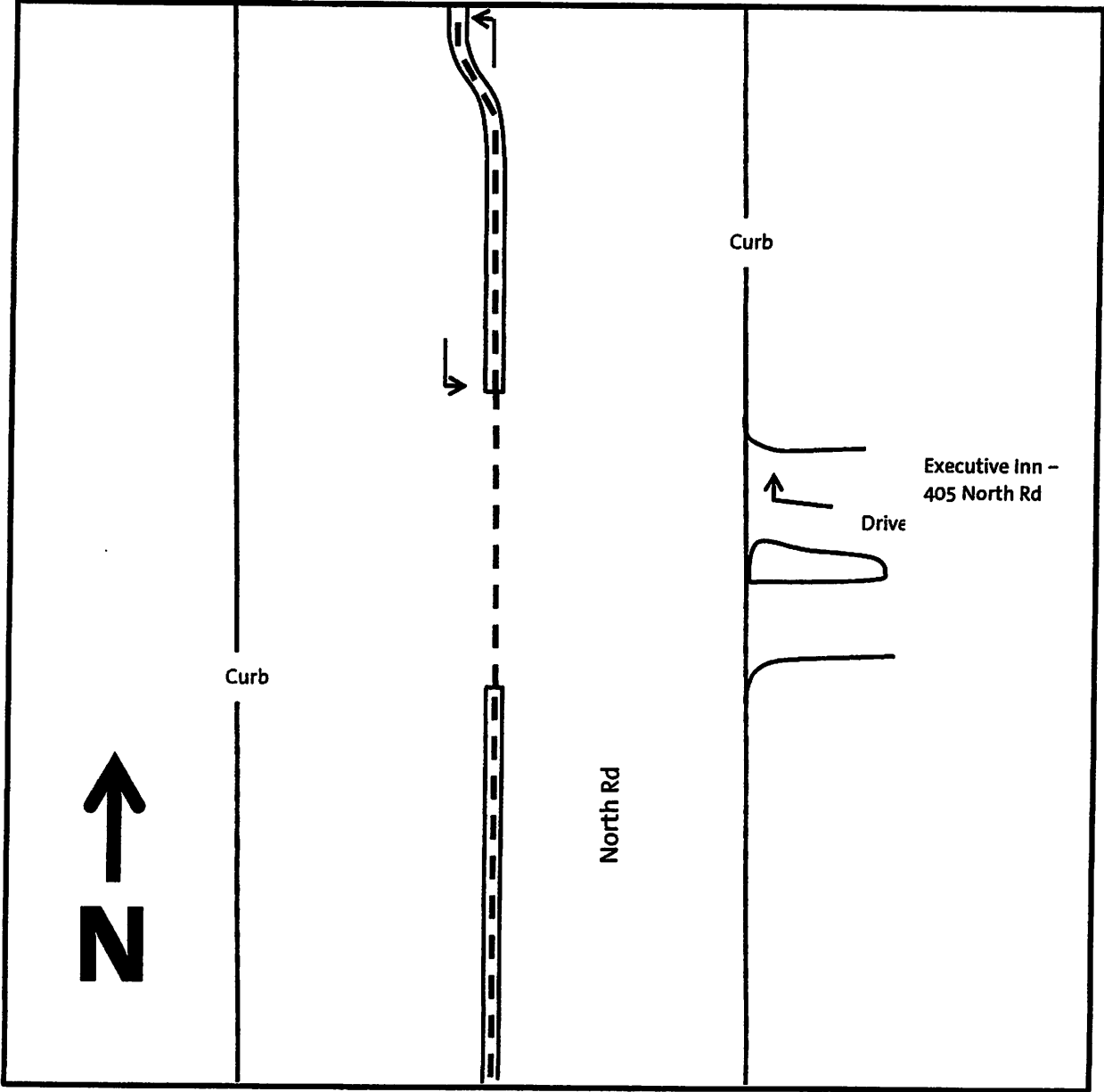
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NORTH ROAD AT ROCHESTER STREET



NTS

NORTH ROAD AT EXECUTIVE INN (405 NORTH RD)



NTS

