

THE CORPORATION OF THE CITY OF PORT COQUITLAM

COMMITTEE MEETING AGENDA

April 13th, 1992

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THE CORPORATION OF THE CITY OF PORT COQUITLAM

COMMITTEE MEETING AGENDA

April 13th, 1992

Item Page
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Westview Subdivision Phase IV
-Chris Murdy will be in attendance. | 1 |
| 2 | City Engineer, re: Cost Sharing for Storm Sewer Dedication
at Brown and Cameron | 11 |
| 3 | City Engineer, re: Temporary Road Closure
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Between 1939 & 1979 Brown Street <i>W - lease send back to
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| 14. | <i>Admin re Purch</i> K ✓ | |

*Moved to
open
Council*

COMMITTEE

APR 13 1992

THE CORPORATION OF THE
CITY OF PORT COQUITLAM

IN-COMMITTEE

MEMORANDUM

TO: B.R. Kirk
City Administrator

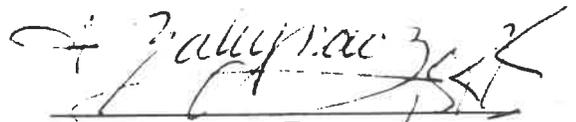
DATE: April 3, 1992

FROM: I.R. Zahynacz, P. Eng.
City Engineer

SUBJECT: **Road Exchange Agreement - Sandcastles/Harbour Homes, Westview Subdivision
Phase IV**
(Public Works Committee Meeting March 24, 1992)

Attached is a memorandum dated March 11, 1992 from the Deputy City Engineer regarding an Indemnity Agreement for proposed road exchange in the Westview Subdivision.

Chris Murdy will be attending the April 13 In-Committee Meeting to explain the implications of the road exchange and the need for an Indemnity Agreement to protect the City from Sandcastles Corporation (the original developer), on any future claims.



I.R. Zahynacz, P. Eng.
City Engineer

IRZ:gc
Attachments

cc: Chris Murdy, Esq., MacKenzie, Murdy, & McAllister

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/	/

MEMORANDUM

TO: I. R. Zahynacz, P. Eng.
City Engineer

DATE: March 11, 1992

FROM: C.F. (Kip) Gaudry, P. Eng.
Deputy City Engineer

SUBJECT: Harbour Homes - Phase IV, Westview Subdivision

Recommendation:

1. That the City proceed with Harbour Homes to complete a road exchange in connection with the development, and
2. That Mr. Bosa and Harbour Homes enter in to an Indemnity Agreement with the City to protect from claims from the original developers (Sandcastle Corporation and Mr. Sewell)

Background & Comments:

During development of the Westview Subdivision, two large multi-family lots were created. The large lot identified on the subdivision plan as Phase IV has recently been purchased by Harbour Homes, which is owned by Mr. Bosa. We received the attached letter from Harbour Homes dated January 28, 1992 requesting that the City proceed with Harbour Homes to complete a road exchange for the road right-of-way which runs through the Phase IV lands and that they will protect the City from action by the previous owners with an Indemnity Agreement drawn by our Solicitor.

I've obtained a legal opinion from Chris Murdy and it is attached in his letter of February 1992. In summary, he suggests the City support the request from Harbour Homes and proceed immediately with the drawing of an Indemnity Agreement.

Since this is an item which may have future financial repercussions to the City, it is recommended that it be presented to an In-Committee Council Meeting for discussion. Chris Murdy has indicated he would be prepared to attend such a meeting to explain the various aspects of the request and recommendation.



C.F. (Kip) Gaudry, P. Eng.
Deputy City Engineer

CFG:gc

Attachment

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HARBOUR HOMES

VIA FAX (944-5404)

City of Port Coquitlam
2580 Shaughnessy Street
Port Coquitlam, B.C.
V3C 2A8

Attention: Kip Gaudry,
P. Eng.

Dear Kip:

As you know, Harbour Homes through 414317 B.C. Ltd., its wholly owned subsidiary, purchased Lot E through a court ordered sale. We are now at the point of discussing with the City various configurations for the development of the property. It is important to us to confirm with the city an agreement with respect to the portion of a road lying within the property.

We understand that under the terms of the original master agreement for the development of Lot E and surrounding property the City agreed to certain terms for the disposition of the road areas. We have had several informal discussions with you concerning this road area and now wish to come to a specific agreement with the City concerning the road area so that we may know how we can incorporate it in our development plans.

Although we do not agree with the position of one of the previous owners that they have an interest in this road area, we do understand the City's concern with such a contentoin. Harbour and 414317 are prepared to indemnify and save harmless the City from any action by the previous owner should that owner attempt to make a claim against the City as a result of the City entering into an agreement with us regarding this road area.

We are prepared to meet with you or take whatever steps are appropriate to finalize this matter.



CITY OF PORT COQUITLAM
January 28, 1992
ENGINE

JAN 28 1992
FILE # S#18/89

TO	FROM	DATE
	IL	Jan 28
KG	KG	
FLO		

Yours truly,

Harbour Homes Ltd.

Per:

Decimo Bosa

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	3

FAX (604) 689-9029
TELEPHONE (604) 689-5263

31ST FLOOR FOUR BENTALL CENTRE
1055 DUNSMUIR STREET
P. O. BOX 49059
VANCOUVER, CANADA V7X 1C4

CITY OF PORT COQUITLAM
ENGINEERING DEPT.
FEB 12 1992

FILE # _____

TO	FROM	DATE
	I 2	Feb 16
K6		



VIA FAX

C.F. (Kip) Gaudry, P.Eng.
Deputy City Engineer
City Hall
Port Coquitlam, B.C.
V3C 2A8

Dear Kip:

Re: Proposed Road Exchange - Harbour Homes
Our File No. 1929

I. YOUR REQUEST

Further to your February 5, 1992 letter, we have reviewed the January 28, 1992 letter to the City to your attention from Mr. Bosa of Harbour Homes Ltd. and the development agreement regarding Harbour Homes' request that the City now proceed with a road exchange in connection with Phase 4 of this development.

As you know, this has become a bit of an issue due to Mr. Al Sewell's assertion that his company, Sandcastles Capital Corporation ("Sandcastles"), retains some rights to acquire this road allowance.

II. OUR RESPONSE

Proceeding with Harbour Homes to complete a road exchange in connection with this development with the additional protection of an indemnity does seem like a reasonable solution.

The balance of this letter is, as we discussed, generally a consolidation of several earlier letters dealing with different aspects of this issue.

III. THE MAIN AGREEMENT

The Main Agreement in this matter, dated September 26, 1988, between Western Mortgage Development Corporation and the City, governed development of these lands and of course, many other subsidiary and related issues.

The key Section on topic is Article 6.1, which provides that:

"The Developer covenants and agrees to pay to the City:

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1. the sum of \$4.00 per square foot for all road allowances exchanged or cancelled by road exchange bylaw or road cancellation bylaw prior to signing of the corresponding subdivision plan or issuance of the corresponding building permit; and
2. the cost of all legal survey plan documentation required for the above road exchanges and road cancellations."

IV. DOES SANDCASTLES RETAIN ANY RIGHTS WITH RESPECT TO THESE LANDS?

First, it is highly unlikely that Sandcastles has any ongoing right to acquire the lands.

As we discussed, the Agreement makes specific reference to the "corresponding issuance of a building permit or deposit of a Subdivision Plan".

In our view, the Agreement clearly contemplates that there would be no independent right to purchase road allowance, but instead simply an agreement on price, in the event that such an exchange took place concurrently with completion of a phase in the development.

It was clearly within the contemplation of the parties, given the existing road pattern and lot configuration, that such exchanges would be necessary as the development proceeded through the various phases and in fact, several exchanges have already taken place.

However, there should be no ability to purchase road allowance independently of development. The intention was to allow for acquisition of road if it was needed or desired to facilitate development by the Developer.

Here, Sandcastles is no longer the developer of the contiguous lands. The road allowance probably would not even be capable of division into lawful lots within the framework of the City's subdivision regulations.

V. CAN ANY RIGHTS AS DEVELOPER UNDER THE MAIN AGREEMENT BE ASSIGNED TO BOSAS?

The next issue is with respect to whether rights under the Main Agreement can, without the City's consent, be assigned to the successor developer, Bosa.

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There is no requirement that the City's consent be obtained to assignment of the benefit and burden of the Main Agreement.

As you know, such an assignment has already occurred once, by Western Mortgage to Sandcastles and No. 16 Great Projects.

The Main Agreement did not preclude assignment and the City certainly saw the possibility of a "flip". That was one of the reasons why such a comprehensive system of land use controls was instituted in connection with this development.

Accordingly, if Sandcastles had rights with respect to purchase of the road, such rights could be assigned to Bosa.

VI. CAN SANDCASTLES AND BOSA JOINTLY EXERCISE THE RIGHT?

An additional issue is whether, rather than by way of assignment, the parties could jointly purport to exercise this "right". Probably this could be done, but it does not really matter, if it could also be accomplished by an assignment.

VII. WHAT "RIGHTS" TO ACQUIRE ROAD EXIST?

The result of the foregoing analysis is that although Sandcastles can not now acquire the lands, it can assign the Main Agreement to Bosa.

The key issue here therefore is whether the term set out above in the Main Agreement (Section 6.1) in fact establishes any enforceable right at all.

In our view, that term probably does not, but the issue is not free from doubt.

The primary difficulty a developer would have in attempting to enforce this "contract", is that a legislative act (a bylaw) is a pre-condition to any such disposition of road.

Both Articles 12.1.2 and 7.1.3 of the Main Agreement clearly preserve the City's discretion.

Section 12.1.2 provides that:

"12.1 IT IS MUTUALLY UNDERSTOOD, agreed and declared by and between the parties hereto that:

12.1.2 nothing contained or implied herein shall prejudice or affect the rights and powers of the City in the exercise of its

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functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the said lands as if this Agreement had not been executed and delivered by the Developer."

Accordingly, the better view is that the result is that there is no enforceable contractual obligation in the Main Agreement to transfer road. The City could simply decline to exercise its statutory discretion to entertain such an agreement and take the position that the Main Agreement constituted an agreement on price, if there was to be an exchange or cancellation, but did not compel the City to agree to any such exchange.

However, it must also be said that the agreement clearly contemplated that road exchanges would be necessary and reached an agreement on a price.

If it was the original developer or in fact even a single successor developer coming forward to the City where the most logical development proposal would involve a road exchange or cancellation, it might be difficult for the City to avoid the obligation to sell at \$4 per square foot. That was the price agreed on as part of a comprehensive development agreement, where there were many other terms, including, for example, financial terms related to acquisition of park lands.

The developer could take the position that although that price might now not reflect the current market conditions, by the same token the City has a right to purchase park land at a price which may as well also now be quite low, by virtue of inflation.

Accordingly, if the City were to agree that a road exchange was necessary, avoiding the price agreement might be difficult.

A further concern is the possibility of a plans cancellation application, which might prevent any recovery by or payment to the City.

VIII. HOW TO NOW PROCEED

Probably therefore what makes the most sense is for the City to consider its position, perhaps after some further investigation as to the current market value of the lands (how much more than \$4.00 per square foot such lands are selling for) and then attempt to negotiate a satisfactory compromise resolution with Mr. Bosa and his company.

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This could, as we discussed, involve a straight forward road closure or exchange with Bosa, or alternatively, Bosa might be able to acquire the remainder parcel from Genstar adjacent to Mary Hill Road, or alternatively add some lands to the contiguous future park as part of an exchange.

IX. PROTECTION AGAINST ANY POTENTIAL CLAIM BY SANDCASTLES

In the ordinary course, the benefit and burden of the Main Agreement and related or ancillary agreements would be assigned to a successor in title who would then become bound by those obligations. In this case, for whatever reasons, Harbour Homes Ltd. is having difficulties securing the cooperation of Mr. Sewell in completing that arrangement.

Accordingly, Mr. Bosa has now enquired as to whether the City would be prepared to simply proceed on the road closing agreement with his company. We advised that we felt uncomfortable in that we wanted the City to be protected against any claim that might be advanced by Mr. Sewell for breach of contract on the basis of an allegation that the City had an agreement with him to sell the portion of road allowance. Although such a claim would not likely succeed, since the better view is that that is a right that runs with the lands pursuant to the Main Development Agreement, there is no reason for the City to assume that risk.

The suggestion of an indemnity (and it may well be that we should seek an indemnity from Mr. Bosa personally to provide additional protection for the City) seems a reasonable compromise solution to allow the City and Harbour Homes Ltd. to get on with discussions regarding development of the remainder of Lot E, while Harbour Homes and Mr. Sewell work out as between themselves any necessary details as between the Purchaser and Vendor.

If this is agreeable to the City, please advise and we will then prepare an Indemnity Agreement to be executed by Harbour Homes and/or Mr. Bosa. We would suggest that if this is acceptable to the City, then there should be no problem in principle with pursuing the discussions concerning the overall development while the details are worked out by the solicitors.

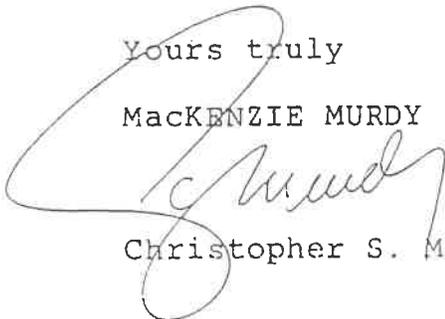
As we discussed at our recent meeting at City Hall, it would seem that the next step is to determine what form of an exchange would be most desirable to the City in terms of the various alternatives presented. At such time as an agreement in principle is reached, we can prepare the necessary documentation

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to reflect same and at that time clarify and strengthen the indemnity in favour of the City.

Yours truly

MACKENZIE MURDY & McALLISTER

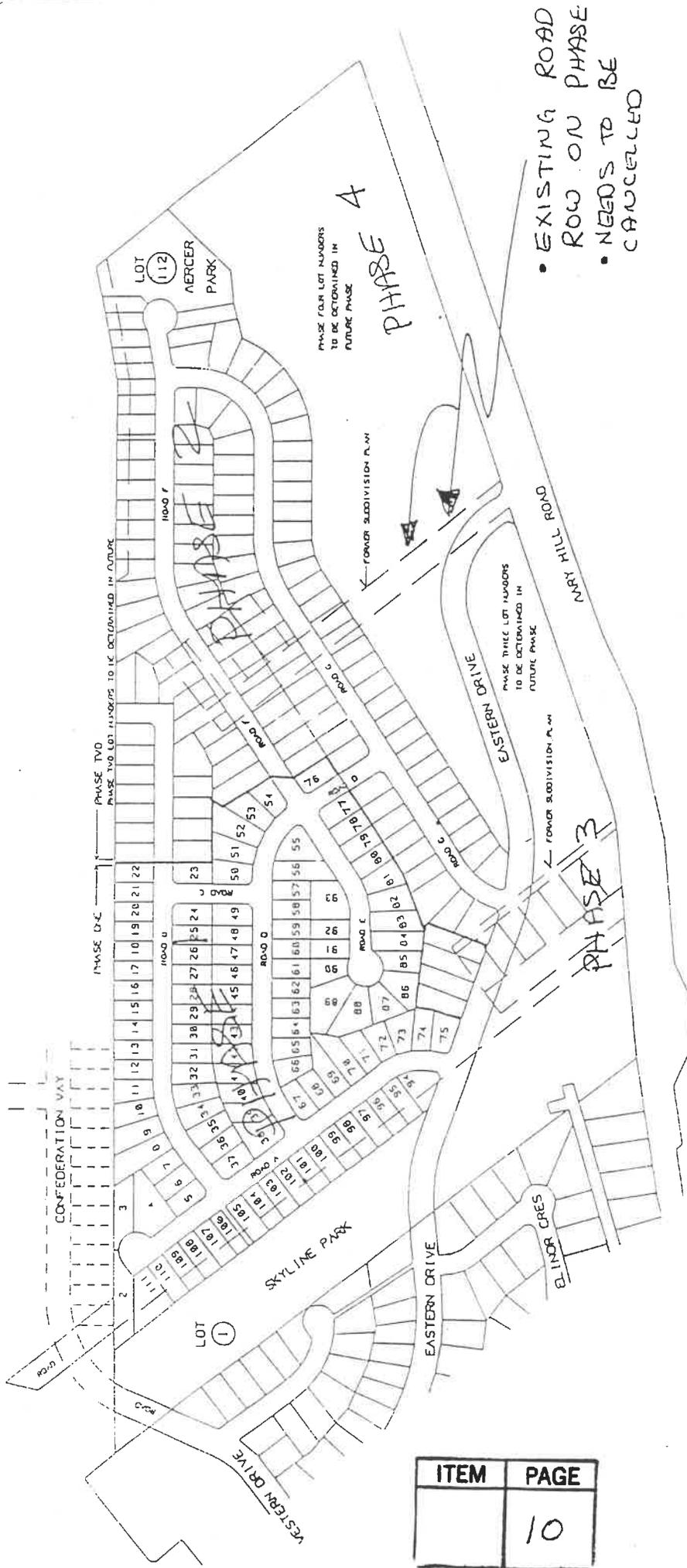


Christopher S. Murdy

CSM/jg/cf/1904/CSM239

cc: Bryan R. Kirk, City Administrator
Igor R. Zahynacz, P.Eng., City Engineer

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- EXISTING ROAD ROW ON PHASE
- NEEDS TO BE CANCELLED

NOTE:
 PAVING NOTES ARE FOR INFORMATION PURPOSES TO ZONING
 ONLY. FOR PAVING, REFER TO DRAWING, AA-1) PAVING OUTLINE.

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MAR 30 1992

APR 13 1992

MEMORANDUM

TO: B.R. Kirk
City Administrator

DATE: March 30, 1992

FROM: I.R. Zahynacz, P. Eng.
City Engineer

SUBJECT: **Cost Sharing for Storm Sewer Dedication of City Owned Property for Road Right-a-way Subdivision at Brown & Cameron**
(Public Works Committee Meeting, March 24, 1992)

Recommendation:

1. That Council approve the dedication of approximately 73.6 square metres (792 square feet) of land from the northwest corner of Lot A, Plan 17988, in order to create a road right-of-way for a cul-de-sac.
2. That Council select one of the following four options for cost sharing in the installation of the 48" diameter storm sewer in Brown Street from Morgan to Cameron:
 1. Option 1 - Oversizing of the storm sewer from a 10" diameter storm sewer to a 48" diameter storm sewer (estimated City Share is \$41,371.00).
 2. Option 2 - Contributing Area for the 48" diameter storm sewer (City contribution would be approximately \$49,346.00).
 3. Option 3 - Flat Rate Percentage of 25% of the cost of the 48" diameter storm sewer (City share would be approximately \$12,399.00).
 4. Option 4 - That the City not contribute towards the cost of the 48" diameter storm sewer.

Background:

The Public Works Committee considered the attached memorandum dated March 2, 1992 from the City Administrator noting that Mr. George Laking is requesting that the City contribute toward the 48" diameter storm sewer, that the City reduce the road requirements, and that the City reduce the storm sewer easement requirements for the subdivision.

Comments:

The drainage easement request has been reviewed and approved.

The Public Works Committee recommends that Council approve the dedication of an area of 73.6 square metres (792 square feet) of the northeast corner of Lot A, Plan 17988 in order to create a right-of-way for a future cul-de-sac as shown on the attached Plan 1. The owner would then construct the cul-de-sac at his cost. This would benefit the City in that in the future the City would have an alternate emergency access for the Works Yard.

LATE ITEM

RECEIVED AT:

3:30 am
pm

March 30, 1992

Cont'd /2...

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Report to B.R. Kirk Cont'd /2...

The Committee noted the following four options for cost-sharing in the construction of the 48" diameter storm sewer in Brown Street from Morgan to Cameron:

Option 1 - Oversizing:

The minimum sized storm sewer on Brown Street required for a development according to the subdivision bylaw is a 10" diameter storm sewer which would cost an estimated \$8,223.00. The required 48" diameter storm sewer is estimated to cost \$49,594.00. Based on an oversizing formula, the City would pay $\$49,594 - \$8,223 = \$41,331$.

Option 2 - Contributing Area:

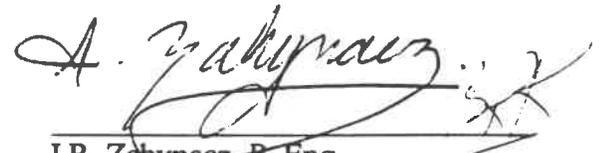
The 48" storm sewer has a total drainage area of approximately 60 hectares and the subdivision proposed has about 0.5% of the total drainage area. The City's contribution based on contributing area would be $99.5\% \times \$49,594 = \$49,346$.

Option 3 - Flat Rate Percentage

The City could contribute 25% of the storm sewer cost for the 48" diameter storm sewer similar to the contribution made to the storm sewer on Coast Meridian Road (for the Ramsay Subdivision) and for the closed storm sewer on Broadway. The City contribution for the 48" diameter storm sewer would be $25\% \times \$49,594 = \$12,399$.

Option 4 - Status Quo

The general policy for the City in the past has been to not contribute towards storm sewer costs. The only two exceptions has been for the Coast Meridian storm sewer and the Broadway storm sewer which are major trunk storm sewers.


I.R. Zabynacz, P. Eng.
City Engineer

IRZ:gc
Attachments

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Morgan



LEGEND:

EXISTING 

PROPOSED 

Existing parksite

20.12

Brown

8.50

10.06

48

49

Proposed subdivision

REM 1

Plan. 17243

Existing subdivision

Proposed road cancellation

15.00

Cameron

6.10

Lot A
Plan 17988

Future works yard site

PROPOSED ROAD CANCELLATION
BROWN/CAMERON

73.6 m² (792 ft²) proposed area
for cul-de-sac.

Plan 1

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THE CORPORATION OF THE
CITY OF PORT COQUITLAM

CITY OF PORT COQUITLAM ENGINEERING DEPT.		
MAR 5 1992		
FILE # _____		
TO	FROM	DATE

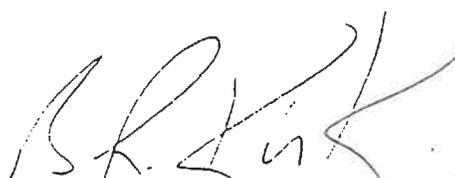
MEMORANDUM

TO: Public Works Committee
COPY: Igor Zahynacz, P.Eng.
City Engineer
FROM: Bryan R. Kirk
City Administrator
RE: Subdivision at Brown and Cameron

DATE: March 2, 1992

Mr. George Laking visited me on February 27 and requested that the City reconsider the three following requirements pertaining to the above-noted subdivision:

1. That the developer should not have to bare the full cost of including a 48" public storm sewer along Brown and on to Cameron. It would seem that, at the very least, the portion shown by the accolade on the attached map should be required.
2. The cul-de-sac on Brown Street is a concern in that the radius of the cul-de-sac required a good portion of the last lot to be created. The developer feels that the turn around can be effectively built with the right of way (perhaps a hammerhead type of turn around could be considered). The cul-de-sac would appear redundant especially if the lots further down Brown Street would every be developed.
3. The drainage easement along the south property line of lots 48 and 49 as shown on the attached map perhaps should not be required as there is also a draining easement along the back of the newly created lots and this easement on this particular lot as well as the easement of the back of thelot would restrict the development of this lot. The easement for drainage might be better situated at the bottom of Lots 48 and 49 as shown by the broken line on the map.



B.R. Kirk
City Administrator

/dp

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BROWN

PL. 26264

CP 48

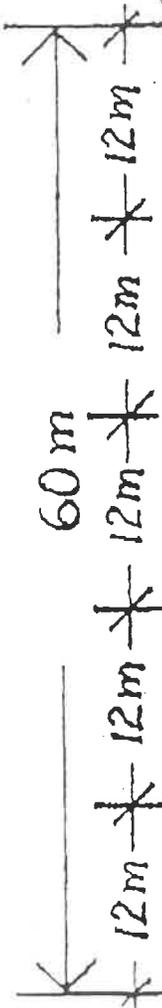
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2353

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3

4



Appr. 12m x 38 1/2m

38 1/2m

CAMERC

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Morgan



LEGEND:

EXISTING 

PROPOSED 

Existing parksite

20.12

Brown

8.50

10.06

48

49

Proposed subdivision

REM 1

Plan. 17243

Proposed Road Exchange

Proposed road cancellation

Existing subdivision

R12.00

R14.00

6.10

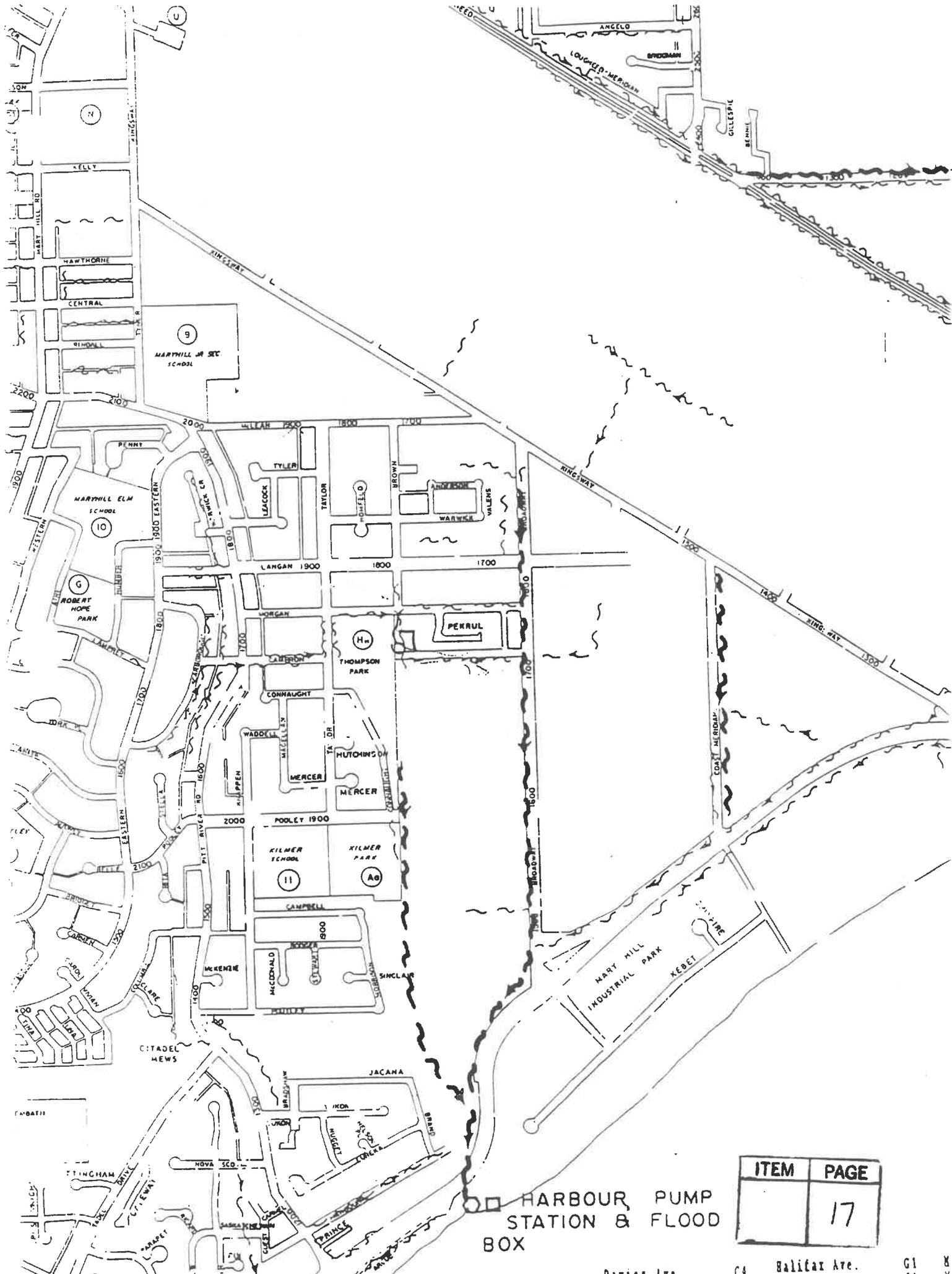
15.00

Cameron

Future works yard site

PROPOSED ROAD CANCELLATION
BROWN/CAMERON

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HARBOUR PUMP
STATION & FLOOD
BOX

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APR 13 1992

MEMORANDUM

TO: B.R. Kirk
City Administrator

DATE: April 9, 1992

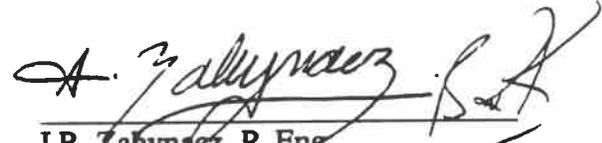
FROM: I.R. Zahynacz, P. Eng.
City Engineer

SUBJECT: **Temporary Road Closure - Easterly Lane on Mary Hill Road, N. of Eastern Drive**
(Public Works Committee Meeting April 7, 1992)

As shown on the attached memorandum, barricades were placed on the easterly portion of Mary Hill Road in December of 1991 along the wall which was failing.

The Developer will be applying to Council for purchase of a portion of the Mary Hill Road right-of-way where the retaining wall is encroaching on the right-of-way so that all of the retaining wall would, in the end, be within land owned by the Strata Council - thereby reducing the City's liability. In the event that the City decides not to sell additional road right-of-way to the Developer, the portions of the retaining wall which is encroaching on the road right-of-way would be relocated to within the existing strata property at the Developer's expense.

At this time, the Developer and his Consultants are completing work on the retaining wall, and it is anticipated that by the end of April or first part of May, the barricades will be removed.


I.R. Zahynacz, P. Eng.
City Engineer

IRZ:gc
Attachments

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THE CORPORATION OF THE
CITY OF PORT COQUITLAM

MEMORANDUM

TO: Public Works Committee

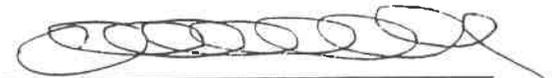
DATE: March 25, 1992

FROM: C.F. (Kip) Gaudry, P. Eng.
Deputy City Engineer

SUBJECT: **Mary Hill Road - Lane Closure at Eastern Drive**

I was requested to provide information regarding the lane closure on Mary Hill Road just north of Eastern Drive, adjacent to the townhouse project at 1238 Eastern Drive. The barricades were initially placed there in December, 1991, as a precaution when the wall showed new signs of stress and failure. Subsequently, the Developer hired a team of Consulting Engineers to re-evaluate the wall and design and implement corrective construction on the wall. On completion of the corrective action, the entire wall will be refaced with a new finished coating.

The Developer estimates it will be another four to six weeks before he is finished work on the retaining wall. At that time, the street will be swept and opened to the public. Please note that this Developer is responsible to replace much of the sidewalk, some of the curb and gutter, as well as asphalt restoration of the roadway in the area that is currently barricaded off. This work is anticipated to be done in August or September, 1992.



C.F. (Kip) Gaudry, P. Eng.
Deputy City Engineer

CFG:gc

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MEMORANDUM

TO: B.R. Kirk
City Administrator

DATE: April 9, 1992

APR 13 1992

FROM: I.R. Zahynacz, P. Eng.
City Engineer

SUBJECT: **Request to Lease or Purchase Road Right-of-way
Between 1939 & 1979 Brown Street**

Recommendation:

That the City of Port Coquitlam allow the owner of the Cat & Fiddle Pub to use the road right-of-way between 1939 & 1979 Brown Street for purposes of extending the existing parking lot and for purposes of constructing additional fence screening along the southern boundary of the proposed parking area, as shown on the attached Plan No. 1, under a Highway Use Agreement between the City and the owner of 1979 Brown Street.

Background:

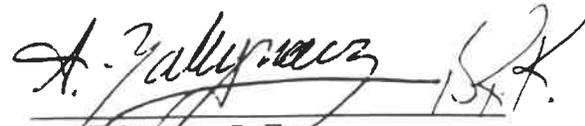
1. Letter from Brad Doncaster, Cat & Fiddle Pub, to the City, dated March 31, 1992 requesting to purchase or lease the City road right-of-way.
2. Memorandum from the Chief Licence Inspector & Bylaw Enforcement Officer to the City Engineer, dated April 7, 1992 outlining the status of the existing and proposed parking for the Cat & Fiddle Pub.
3. Copy of the Land Use Contract No. 27, dated November 6, 1978 which is registered with the Cat & Fiddle Pub property at the Land Titles Office.

Discussion:

Mr. Doncaster proposes to expand the on-site parking from 62 vehicles to 124 vehicles by expanding the existing parking lot to the west on his own property and to the south onto City road right-of-way as shown on Plan No. 1.

The 66 foot wide property south of the Cat & Fiddle Pub is actually a road right-of-way rather than a fee simple lot in the City's name. A plan for lot A, Plan 58961, was deposited at the Land Title Office, but this plan has not been accepted or registered by the Provincial Land Registry Authority.

It is therefore recommended that the City allow the owner's of the Cat & Fiddle Pub to use the 66 foot wide road right-of-way between 1939 and 1979 Brown Street for purposes of parking and constructing a 10 foot high fence by way of a Land Use Agreement.


I.R. Zahynacz, P. Eng.
City Engineer

IRZ:gc
Attachments

cc: Ron Criggie, Chief Licence Inspector & Bylaw Enforcement Officer

ITEM	PAGE
4	20

SP NW 763			PL. 54525	53	24	25	PL. 50782
39	51		52		1765	1733	1760
1865							26

SK.

N



Exist. Parking

Proposed Parking
Proposed 10' Fence

Exist. Pub

1878	1870	1840	PL. 55955
	PL. 22343		
1	2	3	

1780	1770	1760
	PL. 50164	
155	156	157

TYLER B P.L. 5E

1949	PL. 189	52878	200	1939
1943	188	190	199	1935
178	1935	193	198	1935
180	187	1928	191	1931
1935	187	1928	191	1931
181	186	1922	192	1927
1931	186	1922	192	1927
181	185	1916	193	1923
1925	185	1916	193	1923
228	184	194	185	1923
1877	1865	1857	1849	

PL. 2106	201	202	PL. 52661	203	204	205	206	2
1 2 3 4 5 6	1773	1767	1761	1755	1749	1743	1737	1731

ANDERSON WAY

1766	1760	1754	1748	1742	1736
213	212	211	210	209	208
		52661			
214	215	216	217	218	219
1741	1735	1729	1723	1717	1711

1940-44	PL. 34173	PL. 35568	PL. 35474
	C	1759	1753

TAYLOR

HOMFELD PLACE

WARWICK

BROWN

1878	177	1817	1816	173	SP 1028	172	1813
159						172	1813
1815	177	1817	1816	173	SP 1029	171	1813
160	1811	1812	1805	174	52878	170	1813
1809	176	1805	175	174		170	1813
161	PL						
1803	SP 1064	164	165	166	167	168	169
162		1843	1843	1837	1831	1825	1819
1857							

1792	1786	1780	1776	1760	1754	1744	1738	1732	1726
69	70	71	72	73	74	226	225	224	223
			PL. 30691					PL.	

				PL. 30534					
59	60	61	62	63	64	65	66	67	
1791	1787	1791	1777	1761	1755	1751	1749	1745	

LANGAN

PLAN 1

1800	76	6	1832	1328	1824	1320
1	2	3	4	5	6	7
						PL. 2098

1782	76	75	1770	1764	1758	1756	1752	1748
			108	109	PL. 30936	13	14	15
			FL. 42930		39312			

	PL. 204	PL. 40110	PL. 39226
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	PL. 204	PL. 30936	PL. 21
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CAT & FIDDLE



& BISTRO



March 31, 1992

The Corporation of the City of Port Coquitlam
2580 Shaughnessy Street,
Port Coquitlam, BC V3C 2A8

Attention: Mr. B. R. Kirk, City Administrator

Dear Sirs:

RE: To Lease or Purchase Lot Located Between 1939 and 1979 Brown Street,

Please consider this request or lease or purchase the lot located between 1939 Brown Street and 1979 Brown Street, Port Coquitlam, BC V3C 2N4. The intended use of this lot would be for additional parking for the neighbourhood pub. The reasons for this request are as follows:

- a) The additional parking would remove cars that are presently parked in front of houses in the residential area and contain them in a closer proximity to the pub. This should make the neighbouring residents much happier due to less noise at night from leaving patrons and a noticeable decrease in garbage being disposed in the streets.
- b) The lot in question was intended as a buffer between the light industrial and the residential area. We do not believe a neighbourhood pub to be considered light industrial and in need of a buffer zone as is seen in other locations. The absence of a buffer zone between neighbourhood pubs and residential areas can be seen at pubs such as the Gillnetter Pub, Frog & Nightgown Pub, Mountain Shadow Pub, and the Jolly Coachman Pub.
- c) For the last three years we have maintained the lot with no assistance from the city. We believe that if the lot is unattainable and the city is again responsible for maintaining the lot, we will have to continue the maintenance of the lot once again. The lot is of no use for anything except parking and if not maintained will reflect poorly on our own lot, given existing landscape (border of tall trees), as seen in the enclosed photograph.

1979 BROWN STREET, PORT COQUITLAM, B.C., CANADA V3C 2N4 TELEPHONE (604) 941-8822

ITEM	PA
	2c

If allowed to obtain this lot we will construct a ten foot high fence along with the trees already in place to ensure no trespassing would occur on neighbouring properties. If you have any questions or need further information please contact me, Brad Doncaster, at 941-8822 or 944-2405 (residence).

I hope the above will meet with your approval. Thank you for your consideration.

Yours truly,



Brad Doncaster
Cat & Fiddle Pub

BD:kh

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**THE CORPORATION OF THE
CITY OF PORT COQUITLAM**

MEMORANDUM

**TO: Igor Zahynacz, P. Eng.
City Engineer**

DATE: April 9, 1992

**FROM: R.G. Criggie
Chief Licence Inspector &
Bylaw Enforcement Officer**

RE: Cat & Fiddle Pub - "Parking"

The Cat & Fiddle Pub & Bistro - 1979 Brown Street, Port Coquitlam, B.C. was built in 1978 and opened up for business in 1979, by owner Bill Rudy. He operated the pub until he sold building and land to the present owners, Mr. Cliff Doncaster & Sons, in January, 1989.

The pub has a current Liquor Licence - Class D "Neighbourhood Pub" and has a seating capacity of 125 seats and a current business licence.

The original paved parking lot on the west side of the building has 30 parking spaces and 2 handicapped spaces. The paved lot on the south side of the building has 30 spaces, for a total of 62 paved parking spaces.

Their unpaved property on the south side has 32 spaces, and the City lot on the south corner of the property has 30 spaces, for a total of 62 proposed new parking spaces. The grand total, paved and unpaved, is 124 parking spaces.

At the time Mr. Doncaster purchased the business, he was advised that he could not build on the lot located at the west end of his property as it was a buffer zone, but was not aware it belonged to the City.

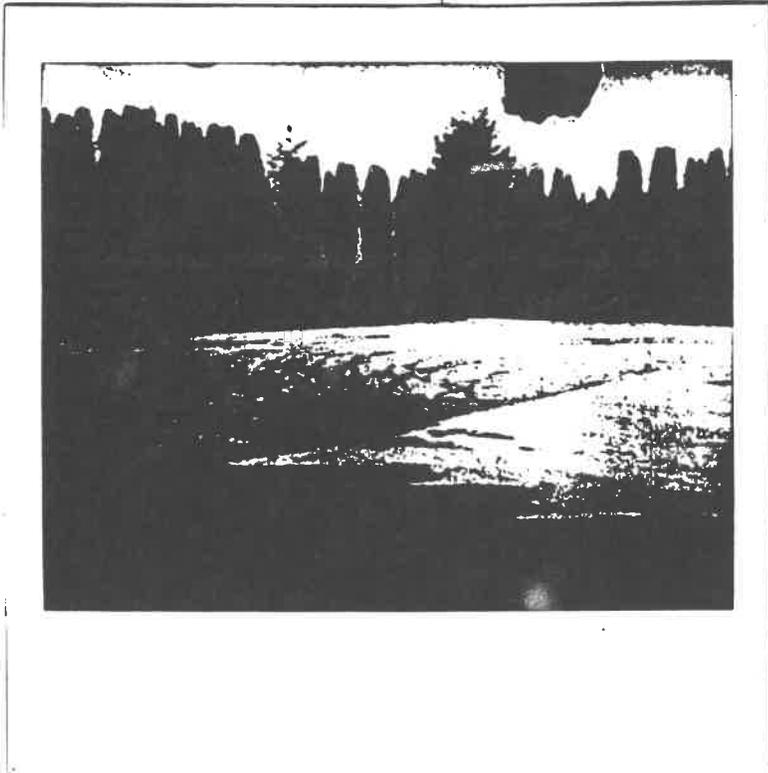
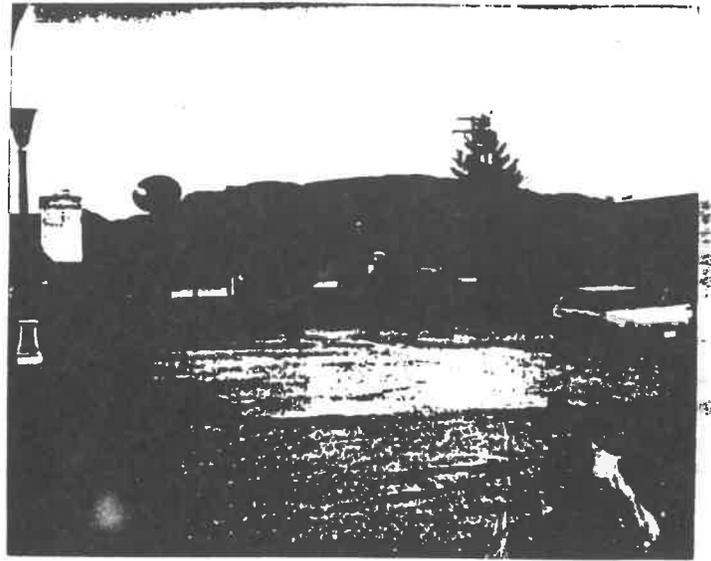
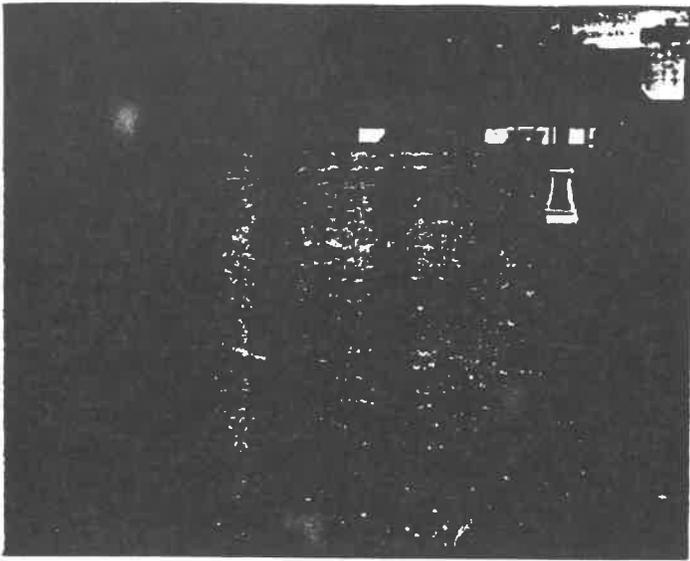
If the City property could be used for parking on a rental basis or outright purchase of space, Mr. Doncaster is proposing a 10 foot wooden closed fence between the residential zone and also a buffer of trees. This would prevent anyone from entering the residential zone next to the parking area. However, he would only landscape, fence and plant trees as a buffer zone should he be successful in a rental agreement or outright purchase of the property.


R.G. Criggie
Chief Licence Inspector &
Bylaw Enforcement Officer

RGC/vh

Attach.

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THE CORPORATION OF THE CITY OF PORT COQUITLAM

2272 McAllister Avenue · Port Coquitlam, B.C. · V3C 2A8 · 604-541-1111



APP. 89000210

APPLICATION FOR BUSINESS LICENCE

NEW OWNER

PLEASE PRINT IN BLACK INK

OLD LIC. 89001405 \$168.

Class # 0480 Lic. #
BEVERAGE ROOM

paid 02/22/89
JUN - 7 1989

Application is hereby made for a Business Licence. The following information concerning the applicant and business is submitted.

NAME OF BUSINESS CAT & FIDDLE PUB & BISTRO

NAME OF CORPORATION OR INDIVIDUAL WHICH OWNS BUSINESS. MILLERS LANDING PUB LTD.

OWNER'S MAILING ADDRESS 5364 Kennedy, PoCo POSTAL CODE

BUSINESS LOCATION 1979 Brown Street, PoCo POSTAL CODE V3C 2N4

BUSINESS TELEPHONE 941-8822 OWNER'S TELEPHONE

APPLICANT'S NAME BRAD DONCASTER

STATUS OF APPLICANT (OWNER, MANAGER, AGENT)

If Corporation owns business, Name of President CLIFF DONCASTER

Have you held a Business Licence Before? yes no Date Issued 01.01.89 Where? NANAIMO

Has your Business Licence ever been cancelled, refused or suspended? yes no

If so, why?

DESCRIPTION OF BUSINESS ACTIVITY PUB & BISTRO

NUMBER OF PERSONS WORKING IN BUSINESS 13 Owners 3 Employees 10

BUSINESS PREMISES IN PORT COQUITLAM

Floor Area in Sq. ^{FT} Meters: 5000 Starting Date 05.01.89

Restaurants and Beverage Rooms: Seating Capacity 125

Barber and Beauty Parlours: No. of Chairs and Operators

Pool Rooms and Bowling Alleys: No. of Tables or Alleys

Vending Machine Numbers

FITNESS AND RECREATION FACILITIES

No. Handball, Racquetball and/or Squash Courts

No. of Gyms and/or Weight Rooms

No. of Saunas and or Whirlpools

RENTAL UNITS

Type and Number of Rental Units:

Rooms Hotel/Motel Industrial Bays
Apartment Suites Apartment Batchelor One Bedroom Two Bedroom Three Bedroom
Name of Manager Telephone

Business earned on from premises outside Port Coquitlam (Non-Resident Business)

Starting Date Certificate Type and No.

Temp. Business Licence

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THE CORPORATION OF THE CITY OF PORT COQUITLAM

2272 McAllister Avenue
Port Coquitlam, B.C. V3C 2A8
941-5411 - Local 238

APPLICATION FOR BUSINESS LICENCE

FILE NO. CA-496

Application is made herewith for a Business Licence in support of which the following information concerning the applicant and the business is submitted:

Business Trade Name: (Corporation or Personal)

~~Port Coquitlam~~ Cat & Fiddle Neighbourhood Pub

If Corporation:
Name of President: William Rudy Address of President: 1620 Western Drive

Business Location: 1979 Brown Street Telephone: (8) 941-8322

Business Mailing Address: 1979 Brown Street, Port Coquitlam, B.C.

Applicant's Name In Full: William Rudy Home Telephone: (14) 942-5935

Applicant's Home Mailing Address: 1620 Western Drive, Port Coquitlam, B.C.

Position In Company: President Date of Birth: 11/07/42 S.I.N. # 203-620-666

Full Description of Business Activity intended: Neighbourhood Pub

100 seats plus 25 Standing

Have you held a Licence Previously? no Where: _____ When: _____

Has Licence ever been cancelled or refused? no

NUMBER OF PERSONS ENGAGED IN BUSINESS:

Principals: One Regular (Full Time) _____ Part Time _____

A PRESIDENT BUSINESS:

Floor Area: (square feet) 2,000 Commencement Date: 31/10/79 Certificate # _____

B NON-RESIDENT BUSINESS: (Contractor, etc.)

Commencement Date: _____ Certificate # _____

C RENTAL UNITS:

New Licence: _____ Re-application: _____ Transfer: _____

Type and Number of Rental Units:

Rooms: _____ Hotel/Motel _____

Suites: _____

Bachelor _____ 1 Bedroom _____ 2 Bedroom _____ 3 Bedroom _____

Other _____

Name of Manager: _____ Telephone: _____

Address of Manager: _____

D Barbers & Beauty Parlours: No. of Chairs: _____ No. of Operators: _____

Pool Rooms & Bowling Alleys: No. of Tables: _____ No. of Alleys: _____

Vending Machines: 1¢ Only Machines: _____ Other Machines: _____

I/We hereby make application for a licence in accordance with the particulars as above stated and declare that the above statement is true and correct, and I understand that if I am granted the licence applied for, I must comply with each and every obligation contained in all Laws and By-laws now in force, or which hereafter come into force in the City.

DATE: _____ SIGNATURE OF APPLICANT William Rudy

IT IS AN OFFENCE TO MAKE A FALSE DECLARATION

OFFICE USE ONLY:

CLASSIFICATION: 1410-19-13-0000-0000 ITEM 100 PAGE 50 TRANSFER OF LICENCE NO. _____

DATE: Nov 14 79 APPROVED: _____ Licence Inspector

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APPROVED:	
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THE CORPORATION OF THE CITY OF PORT COQUITLAM
LAND USE CONTRACT NO. 27

550
P114179

THIS AGREEMENT made the 6th day of November, 1978

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COQUITLAM,
a City Municipality under the "Municipal Act"
of the Province of British Columbia, and having
its Municipal Offices at 2272 McAllister Avenue,
in the City of Port Coquitlam, in the Province
of British Columbia.
(hereinafter called the "Municipality")

OF THE FIRST PART:

AND:

WILLIAM RUDY
1620 Western Drive,
Port Coquitlam, B. C.
(hereinafter called the "Developer")

OF THE SECOND PART:

WHEREAS the Municipality, pursuant to Section 702A of the
"Municipal Act", may, notwithstanding any By-law of the Municipality or
Section 712 or 713 of the "Municipal Act" upon the application of an
owner of land within a development area designated as such by By-law of
the Municipality, enter into a Land Use Contract containing such terms
and conditions for the use and development of the land as may be mutually
agreed upon and thereafter the use and development of that land shall,
notwithstanding any By-law of the Municipality or of Section 712 or 713
of the "Municipal Act", be in accordance with such Land Use Contract;

AND WHEREAS the "Municipal Act" requires that the Municipal
Council, in exercising the powers given by Section 702A, shall have due
regard to the considerations set out in Section 702(2) and Section
702A(1) in arriving at the use and development permitted by any land
development contract and the terms, conditions and considerations thereof;

AND WHEREAS the Developer has presented to the Municipality a
scheme of use and development of the within described lands and premises
which would be in contravention of a By-law of the Municipality or

NOV 23 12 57 '78
LAND REGISTRY OFFICE
NEW WESTMINSTER, B.C.

BY-LAW 1609

REGISTERED IN THE New Westminster
REGISTRY OFFICE THE 23rd
DAY OF November 1978 UNDER NO.
P.114179

ITEM	PAGE
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of Section 712 or 713 of the "Municipal Act", or both, and has made application to the Municipality to enter into this Land Use Contract under the terms, conditions and for the considerations hereinafter set forth;

AND WHEREAS the Council of the Municipality, having given due regard to the considerations set forth in Sections 702(2) and 702A(1) of the "Municipal Act", has agreed to the terms, conditions and considerations herein contained;

AND WHEREAS a Land Use Contract is deemed to be a Zoning By-law for the purposes of the "Controlled Access Highways Act" and if the land is so situated that it is subject to such "Act", the approval of the Minister of Highways to this Contract must first be obtained before the Municipality can enter into same;

AND WHEREAS a Land Use Contract dealing with any lands designated flood plain on the Official Regional Plan of the Greater Vancouver Regional District may not be entered into until the said Contract is approved by the Minister of Municipal Affairs;

AND WHEREAS the Developer acknowledges that he is fully aware of the provisions and limitations of Section 702A of the "Municipal Act", and the Municipality and the Developer mutually acknowledge and agree that the Council of the Municipality cannot enter into this Contract until the Council has held a Public Hearing thereon, in the manner prescribed by law, has duly considered the representations made and the opinions expressed at such Hearing, and unless at least two-thirds of all of the members of the Council present and entitled to vote thereon vote in favour of the Municipality entering into this Contract;

NOW THEREFORE this Contract witnesseth that in consideration of the premises and the conditions and covenants hereinafter set forth, the Municipality and the Developer covenant and agree as follows:

Definitions:

- In this contract; unless the context otherwise requires:
 "Chief Inspector" shall be construed to mean and include the Building Inspector for the Municipality and his duly authorized assistants or such Consultants as may be appointed to act for the Municipality.
 "Complete" or "Completion" or any variation of these words when used with respect to the work or works referred to herein shall mean completion to the satisfaction of the Municipal Engineer of the Municipality when so certified by him in writing.

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"Municipal Engineer" shall be construed to mean and include the City Engineer for the Municipality and his duly authorized assistants or such Consulting or other Professional Engineers as may be appointed to act for the Municipality.

"Municipal Planner" shall be construed to mean and include the Planning Officer for the Municipality and his duly authorized assistants or such Consultants as may be appointed to act for the Municipality.

"Work" or "Works" or any variation of these words shall be construed to mean and include all work required to be done for the setting-out, the execution and the completion of this Contract to the satisfaction of the Municipality.

Land:

2. The Developer is the holder of a registered interest in ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Port Coquitlam, in the Province of British Columbia, which said land is described in Schedule "A" hereof and is hereinafter called "the land".

Consents:

3. The Developer has obtained the consent of all persons holding any registered interest in the land as set out in the Consents to the use and development set forth herein, which Consents are attached hereto.

Uses:

4. The land, including the surface of water, and any and all buildings, structures and improvements erected thereon, thereover or therein shall be used for the purpose or purposes specified in Schedule "B" hereto and for no other purpose or purposes whatsoever.

Siting:

5. No building, structure or improvement shall be sited, constructed, reconstructed, altered, moved or extended upon except in compliance with the plans and specifications for the use and development of the land, approved by the Municipal Engineer, which said plans and specifications are hereby incorporated by reference and form part of this Contract.

Signs:

6. No sign shall be erected upon the land or on any building or structure thereon except in compliance with the hereinbefore described plans and specifications and further subject to the satisfaction and approval of the Municipal Planner.

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Parking:

7. Off-street parking and loading spaces shall be provided, located and constructed in accordance with the hereinbefore described plans and specifications and further subject to the satisfaction and approval of the Municipal Planner.

Subdivision:

8. No land shall be subdivided except in compliance with and according to the plans and particulars set out in Schedule "C" hereto.

Landscaping:

9. All landscaping, surface treatments, fences and screens shall be constructed, located, provided and maintained in compliance with the hereinbefore described plans and specifications and further subject to the satisfaction and approval of the Municipal Planner.

Utilities:

10. All utilities, including water, sewer, gas, telephone and electricity shall be placed, provided and constructed in compliance with the hereinbefore described plans and specifications and further subject to the satisfaction and approval of the Municipal Engineer.

Application of Provincial Building Code etc.:

11. Except as provided herein all buildings and structures shall be constructed strictly in compliance with applicable Municipal By-laws and the Provincial Building Code.

Works, Construction, Design, and Security Therefore:

12. (a) To facilitate the use and development of the land, the Developer covenants and agrees to provide, construct and install such off-site works and services as are deemed necessary by the Municipal Engineer to serve the land and development thereon and to pay for the entire cost of the completion of the aforesaid off-site works and services. The said off-site works and services shall be constructed and completed to the satisfaction of the Municipal Engineer in compliance with and according to plans prepared by the Developer and approved by the Municipal Engineer prior to the granting of necessary approval and occupancy permits by the appropriate Officer of the Municipality. Without limiting the generality of the foregoing these off-site works and services shall include those items set out in Section 1 of Schedule "D" hereto.

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(b) As security for the due and proper performance of all the covenants and agreements in this Contract contained the Developer covenants and agrees to deposit with the Municipality by Letter of Credit the sum of Twenty-six Thousand Eight Hundred and Fifty (\$26,850.00) Dollars.

(c) The Developer further covenants and agrees to contribute forthwith to the Municipality the sum of One Thousand Eight Hundred and Ten (\$1,810.00) Dollars being the amount set out in Section 2 of Schedule "D" hereto for Municipal Inspection.

(d) The Developer agrees that if the works specified herein are not completed pursuant to the provisions of this section and the aforesaid Schedule "D", the Municipality may complete the works at the cost of the Developer and deduct from the deposit held by the Municipality the cost of such completion, and the balance of the deposit shall be returned to the Developer, less any administration fees required. If there is insufficient money on deposit with the Municipality, then the Developer will pay such deficiency to the Municipality immediately upon receipt of the Municipality's bill for completion. It is understood that the Municipality may do such work either by itself or by contractors employed by the Municipality. If the works are completed as herein provided, then the deposit, less administration fees, shall be returned to the Developer.

Upgrading of Public Works:

13. The Developer covenants and agrees to apply for a building permit under the provisions of the "City of Port Coquitlam Building and Plumbing Code Administration By-law, 1974, No. 1298" and pay the requisite building permit and plumbing permit fees prescribed therein.

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Deposit of Debris on Roads and Nuisances:

14. The Developer covenants and agrees not to deposit any material or debris upon any roads during the construction of the said work and to continuously carry on the construction of the said work in a good and proper workmanlike manner causing as little disturbance to neighbouring properties as is reasonable under the circumstances. In the event that any material or debris should be deposited upon any road during the construction of the work or should the construction by the Developer constitute a nuisance to neighbouring properties of the work the Developer covenants and agrees that the Municipality may forthwith remove such material or debris or put right such nuisance at the expense of the Developer, the cost thereof to be determined by the Engineer. In the event that construction of the work ceases for any period of time in excess of thirty days the Developer covenants and agrees that the Municipality may forthwith enter upon the property and construct thereon a solid board fence not greater than eight feet in height nor less than six feet in height surrounding the entire perimeter of the project and that in so doing the Municipality accepts no responsibility for the suitability or adequacy of the said fence erected for the benefit of the said Developer and for which the Developer covenants and agrees to accept full responsibility and to save harmless the Municipality from each and every action and claim which may be brought or arise as a result thereof. In the event that any invoice of the Municipality for the removal of such material or debris or construction of the fence shall remain unpaid after thirty days of receipt of the same by the Developer the Municipality is authorized to deduct the amount of such invoice from the deposit referred to in Section 12 hereof.

Maintenance of Works by Developer:

15. The Developer covenants and agrees to:

(a) Maintain all of the said works to be built pursuant to this Contract in complete repair for a period of one (1) year from the completion thereof as certified by the Municipal Engineer.

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(b) Remedy any defects appearing within the period of one (1) year from the date of such completion of the said works and pay for any damage to other work or property resulting therefrom save and except for defects caused by reasonable wear and tear, negligence of the Municipality, its servants or agents, or act of God, and

(c) Deposit with the Municipality, prior to the release of the security pursuant to Section 12 hereof, for a period of one (1) year from the completion of the said works as certified by the Municipal Engineer, the sum of Four Thousand Five Hundred and Twenty-five (\$4,525.00) Dollars, and should the Developer fail to maintain the said works, remedy any defect or pay for any damage resulting therefrom, the Municipality may deduct the cost of completing the said works, remedying the defect or paying the damage from the said deposit.

Ownership:

16. All works and services (save and except gas, telephone and electricity), buildings, structures, pipes, fixtures and things, and development constructed, placed or carried out upon property that now is vested in the Municipality or located upon highways presently dedicated or by this Contract required to be dedicated shall, upon acceptance thereof by the Municipality in writing, become the property of the Municipality, free and clear of any and all claims by the Developer and any person claiming through the Developer, and the Developer shall and hereby agrees to save harmless the Municipality from any and all such claims.

Future Maintenance of Works by Municipality:

17. The Municipality shall, on the expiration of one (1) year from the date of acceptance, become solely responsible for the operation, upkeep and maintenance of any works and services and any building, structure, pipes, fixtures and things and development accepted by it pursuant to Section 16 hereof.

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General Superintendent:

18. The Developer shall not employ any person who, in the opinion of the Municipal Engineer, is unfit or not skilled in the work assigned to him. The Developer shall at all times in connection with the execution of the work, keep and employ a competent general superintendent capable of speaking, reading and writing the English language, and any explanations, orders, instructions, directions and requests given by the Municipality to such superintendent shall be held to have been given to the Developer.

Compliance with By-laws:

19. Subject to this Contract, the within works and the development herein shall comply with all the By-laws of The Corporation of the City of Port Coquitlam.

As built Drawings:

20. The Developer shall submit to the Municipality the final reproducible as built drawings of all services as constructed and as approved by the Municipal Engineer.

Payment of Taxes and Other Fees and Costs:

21. The Developer covenants and agrees to:

- (a) Pay all arrears of taxes outstanding against the land herein described before the formal approval of the said development plans.
- (b) The Developer further undertakes to pay all current taxes levied or to be levied on the land on the basis and in accordance with the assessment and collector's roll entries.

Indemnifications of Municipality:

22. The Developer covenants to save harmless and effectually indemnify the Municipality against:

- (a) All actions and proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the construction of the said works.
- (b) All expenses and costs which may be incurred by reason of the execution of the said works resulting in damage to any property owned in whole or in part by the Municipality, or which the Municipality by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain.

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(c) All expenses and costs which may be incurred by reason of liens for non-payment of labour or materials, workmen's compensation assessments, unemployment insurance, Federal or Provincial Tax, check-off and for encroachments owing to mistakes in survey.

Permission for Construction of Works:

23. The Municipality hereby covenants and agrees with the Developer to permit the Developer to perform all the said work upon the terms and conditions herein contained.

Schedules Part of Contract:

24. The said Schedules "A" to "D" inclusive, hereinbefore referred to are hereby incorporated into and made part of this Contract.

Granting of Occupancy Permit:

25. Notwithstanding any provisions of this Contract hereinbefore contained and notwithstanding the provisions of the Building By-law of the Municipality and amendments thereto and of Section 714(k) of the "Municipal Act", R.S.B.C. 1960, Chapter 255 and amendments thereto, the Developer covenants and agrees that the Municipality may withhold the granting of an occupancy permit for the occupancy and/or use of any building or part thereof constructed upon the said lands, until all of the works herein have been completed to the satisfaction of the Municipal Engineer.

Standards of Construction:

26. It is understood and agreed that the intent of this Land Use Contract is that the Developer shall construct fully completed works and grant all necessary easements as shown in the plans, specifications and particulars, as set out herein, which are to Municipal standards and are approved by the Municipal Engineer and which, in the discretion of the Municipal Engineer, may be varied because of conditions at the site so that the works function and operate in a manner satisfactory to the Municipal Engineer; and should the works provided to be constructed herein prove to be in any way defective or should they not operate to the satisfaction of the Municipal Engineer prior to completion, then the Developer shall, at his own expense, modify and reconstruct the said works so that the said works shall be fully operative and function to the satisfaction of the Municipal Engineer.

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Certificate of Completion:

27. Upon the issuance of the Certificate of Completion the Municipality will return the securities required to be deposited by the Developer pursuant to Section 13 (Performance Bond) or such part as is represented by the Certificate of Completion in question.

Release of Maintenance Bond:

28. Upon the Municipal Engineer being satisfied that the Developer has complied with Section 15 (Maintenance Bond), the Engineer will, upon the expiry of one (1) year, issue a Certificate verifying the fact of apparent compliance (hereinafter called a "Certificate of Acceptance").

Certificate of Acceptance:

29. Upon the issuance of the Certificate of Acceptance, the Municipality will return the securities required to be deposited by the Developer pursuant to Section 15 herein.

Cost of Development:

30. The entire cost of the development including the provision of all services and the provision and construction of the works described herein shall be paid by the Developer.

Representations and Warranties, etc.:

31. It is understood and agreed that the Municipality has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Developer other than those in this Contract.

Registration:

32. This Contract shall have the force and effect of a restrictive covenant running with the land and shall be registered in the Land Registry Office by the Municipality, pursuant to the provisions of Section 702A(4) of the "Municipal Act".

Interpretation:

33. Wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the Contract or the parties so require.

Binding:

34. This Contract shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

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THE CORPORATION OF THE CITY OF PORT COQUITLAM
LAND USE CONTRACT

SCHEDULE "A"

Legal description of the land herein:

Lot 4, Block "Y", District Lot 255, Group One,
Plan 22343, New Westminster District.

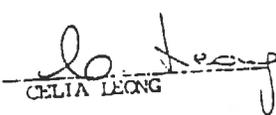
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Law and Commercial Stationers
Vancouver, B.C.
Form No. 207 Affidavit of Witness.

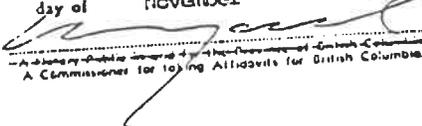
Affidavit of Witness

PROVINCE OF BRITISH COLUMBIA
TO WIT:

I, CELIA LEONG, of the City
of New Westminster, in the Province of British Columbia, make oath and say:
1. I was personally present and did see the within instrument duly signed and executed by
WILLIAM RONALD RUDY
the part Y thereto, for the purposes named therein.
2. The said instrument was executed at New Westminster, B.C.
1. I know the said part Y, and that he is of the full age of nineteen years.
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at New Westminster, in the
Province of British Columbia, this 17th
day of November, 1978


CELIA LEONG


A Commissioner for Taking Affidavits for British Columbia.

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THE CORPORATION OF THE CITY OF PORT COQUITLAM

LAND USE CONTRACT

SCHEDULE "B"

Schedule of permitted land use:

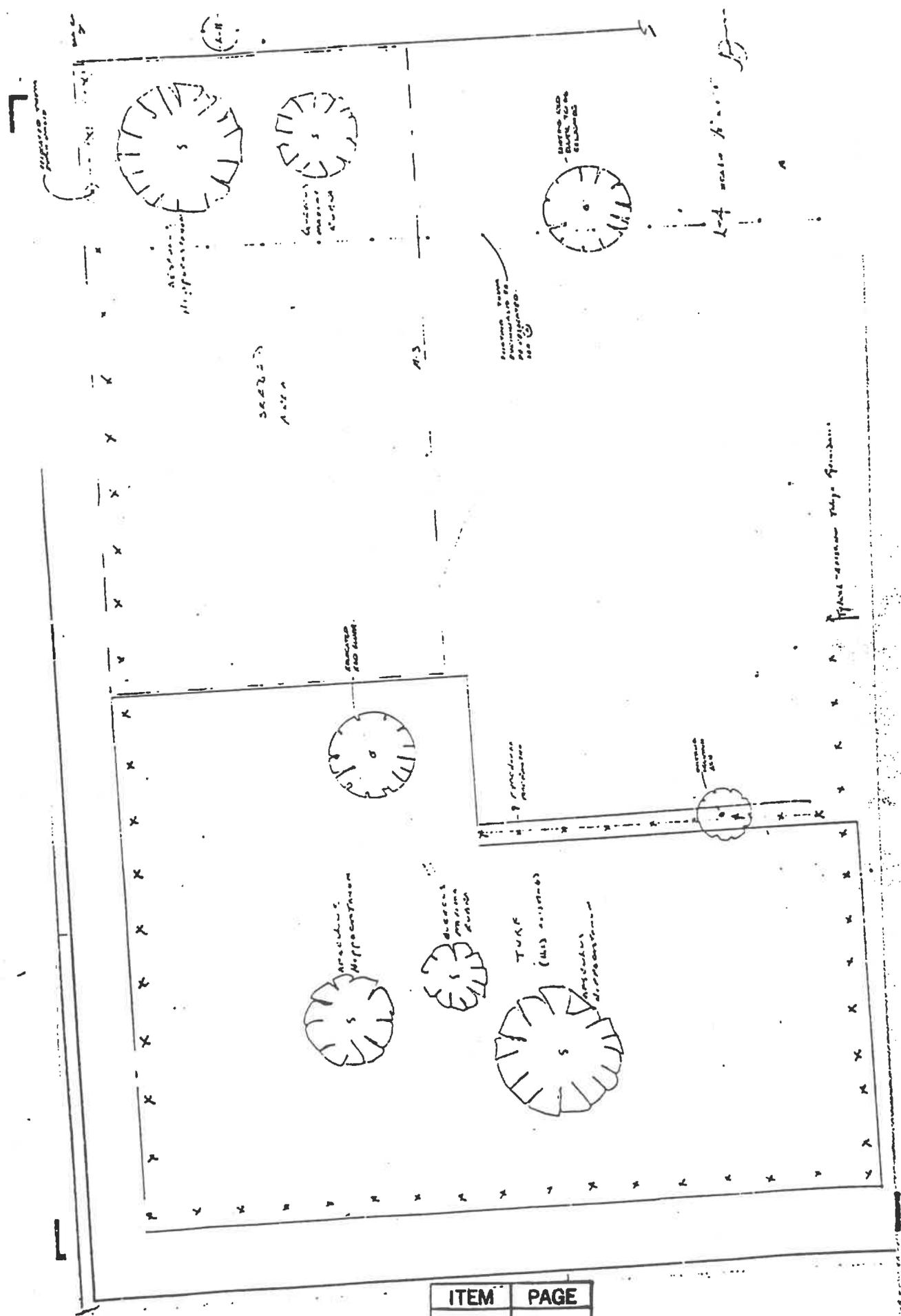
A "Neighbourhood Pub" to be operated in accord with the regulation of the Liquor Control and Licensing Branch of the Ministry of Consumer and Corporate Affairs of the Province of British Columbia and such uses as are permitted in the areas of the City zoned M-3 (Special Industrial)

It is understood and agreed between the Developer and the Municipality that the development may be phased and that the construction of the "Neighbourhood Pub" may commence immediately upon registration of this Land Use Contract in the New Westminster Land Registry Office and issuance of the necessary building permit therefor and that construction of the buildings for M-3 use may follow.

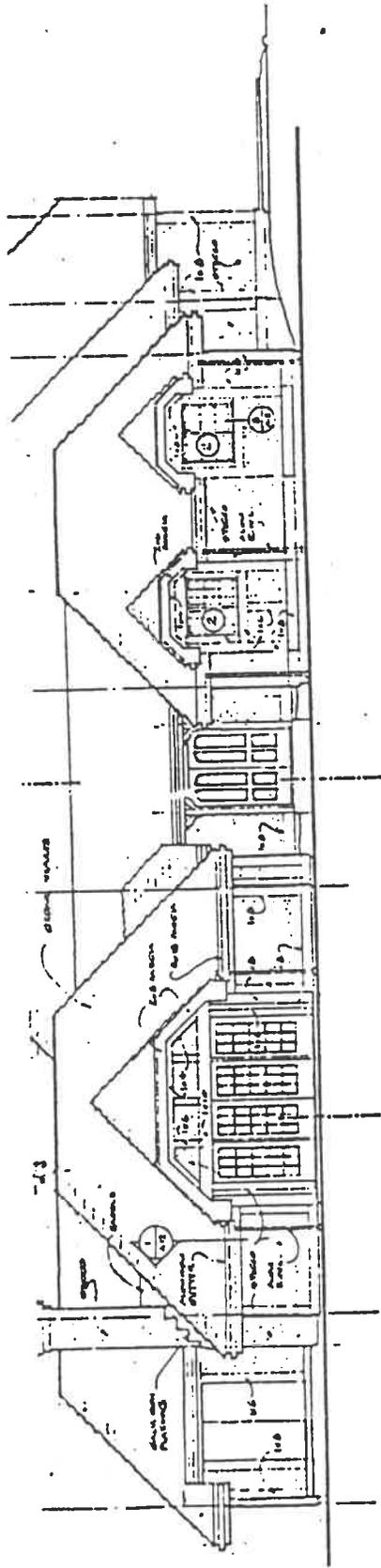
All buildings and structures shall be constructed strictly in accord with the Plans annexed hereto, which said Plans form part of this Schedule and:

- (a) Any changes in the building and structural plans shall be subject to and receive the approval of the Council to be expressed by resolution prior to the issuance of any building permit; and further
- (b) Minor alterations to the plans so approved by the Council may be permitted and approved by the Building Inspector.

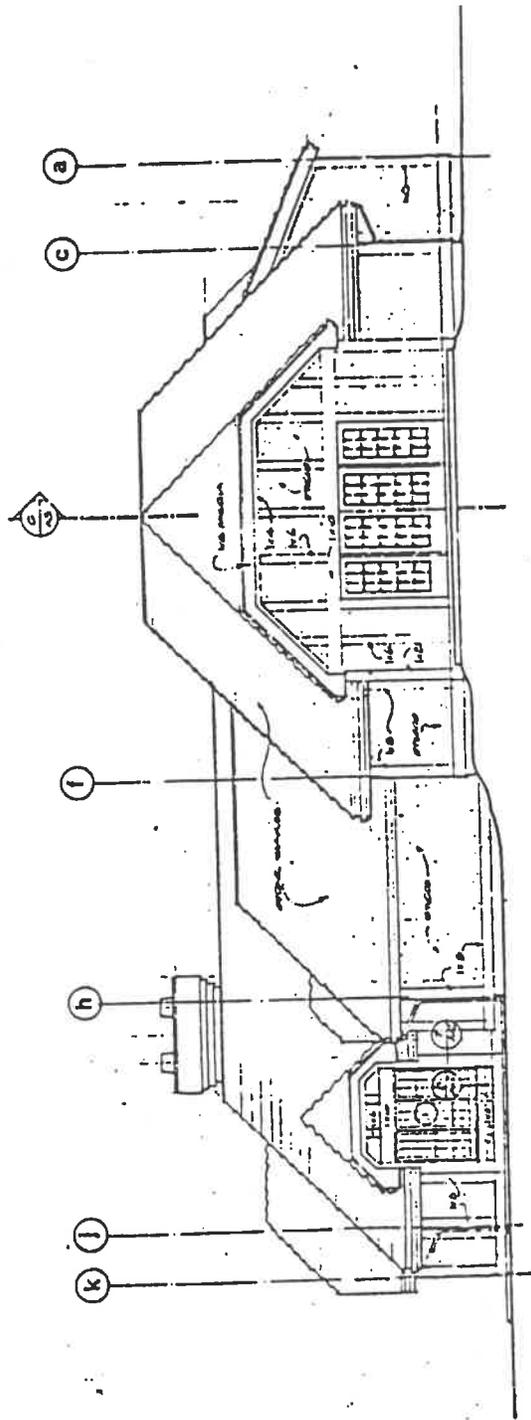
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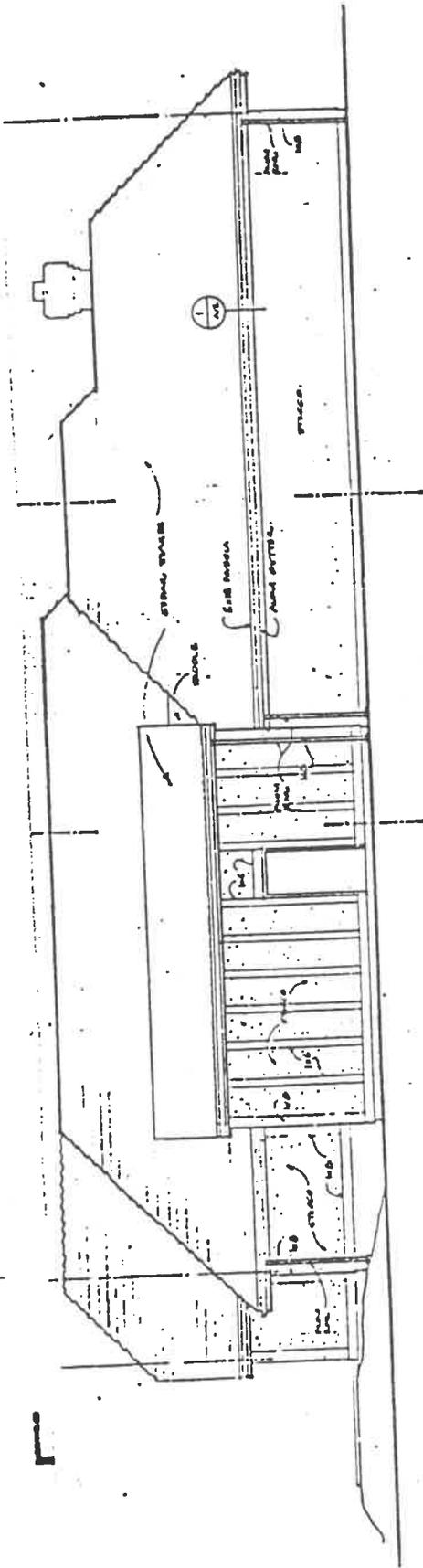
east elevation



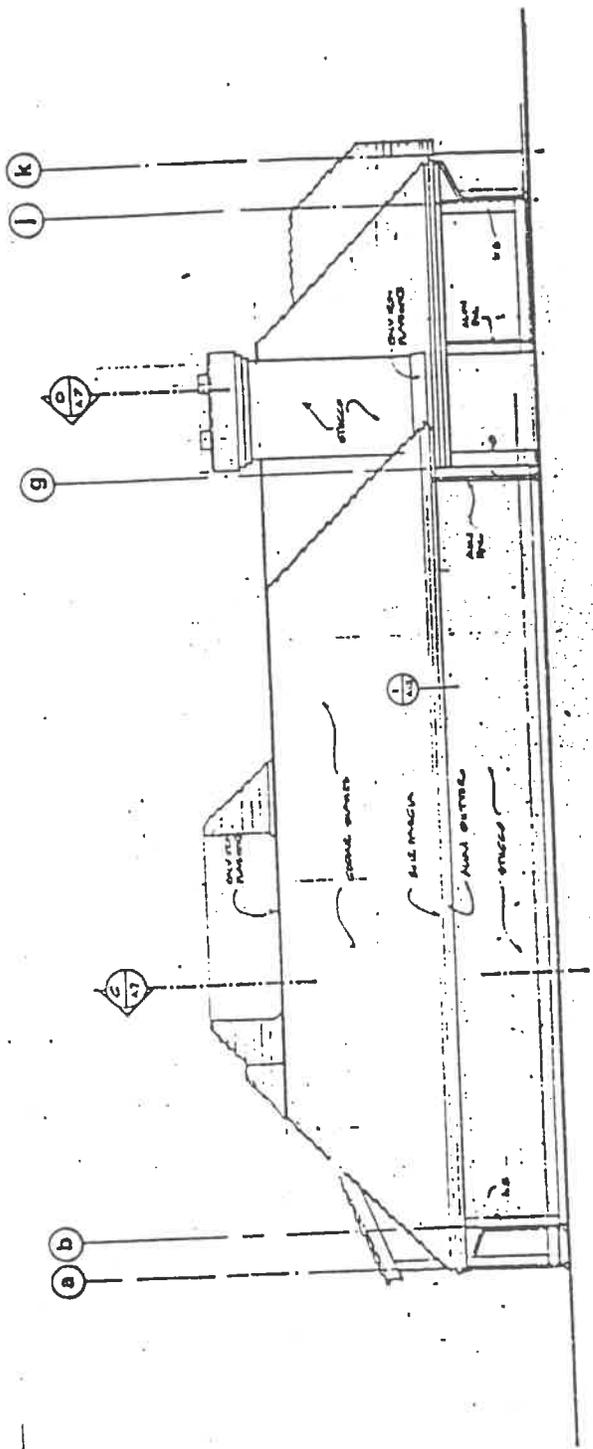
north elevation

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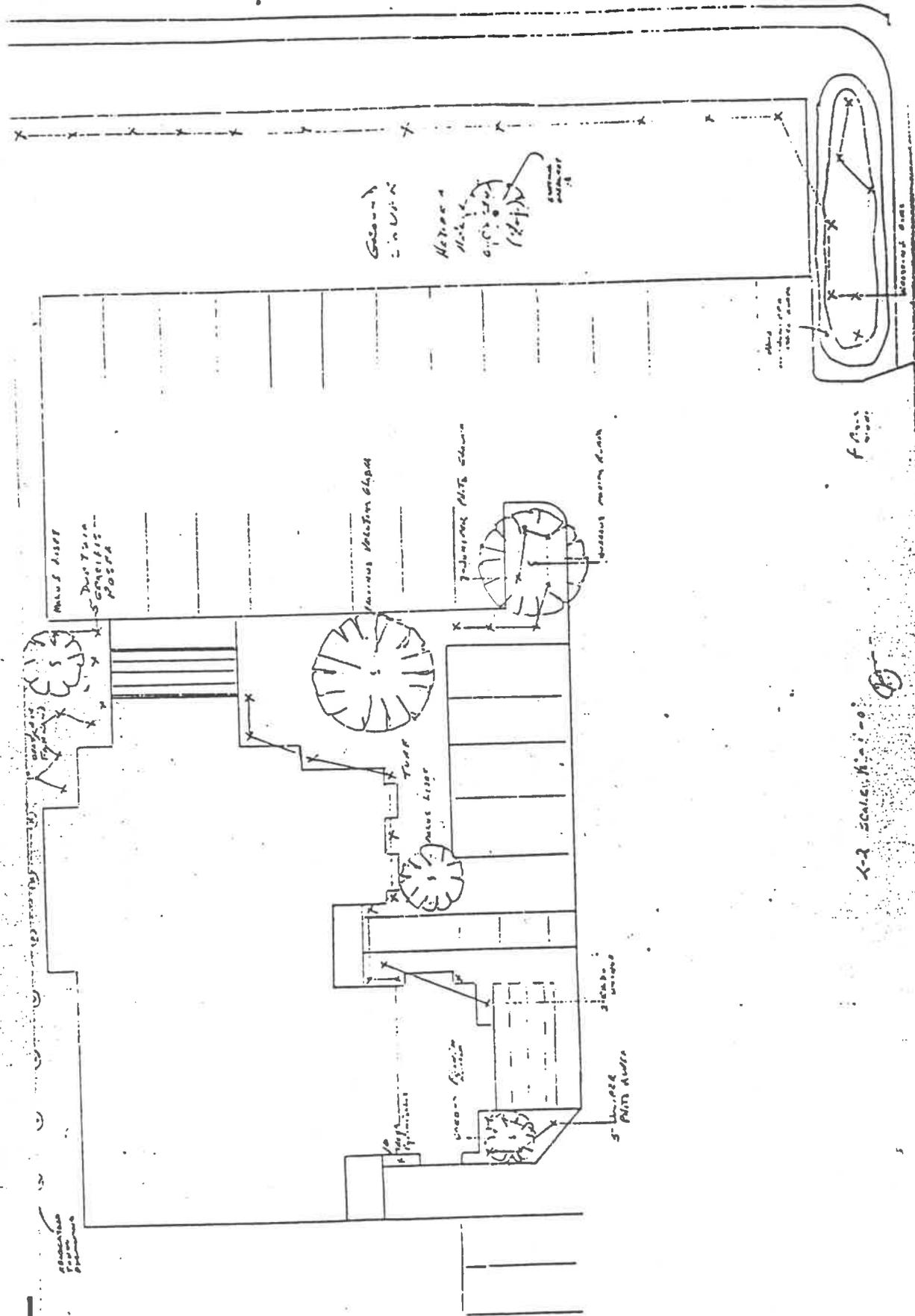
DATE	1988
BY	...
PROJECT	...
NO.	...



west elevation



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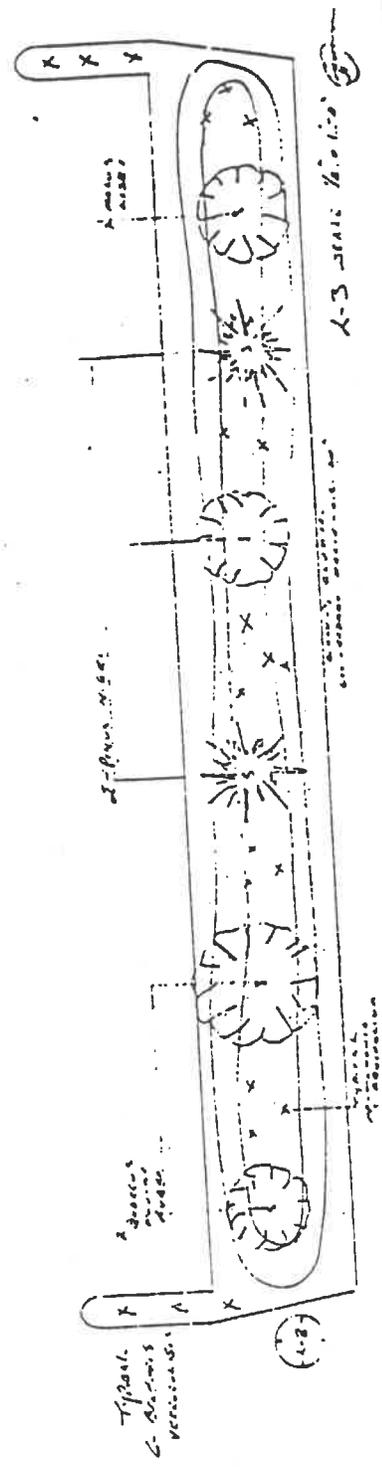
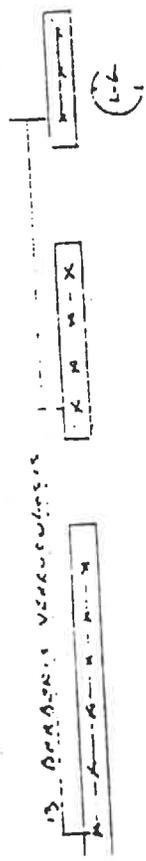
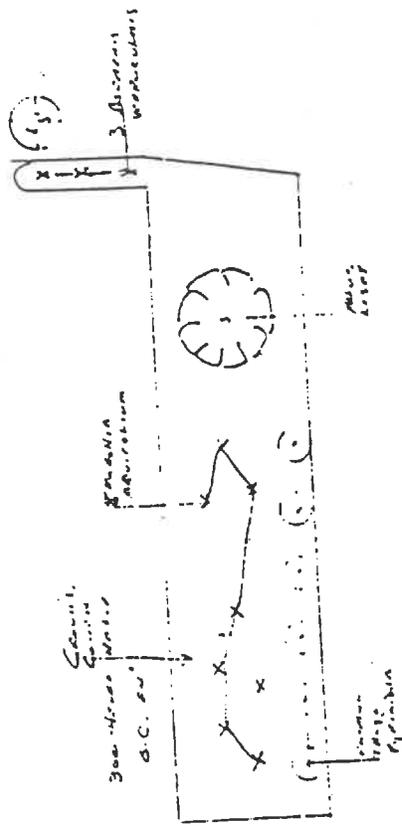


Cálculo
 en UTM
 Nota
 (1/2)

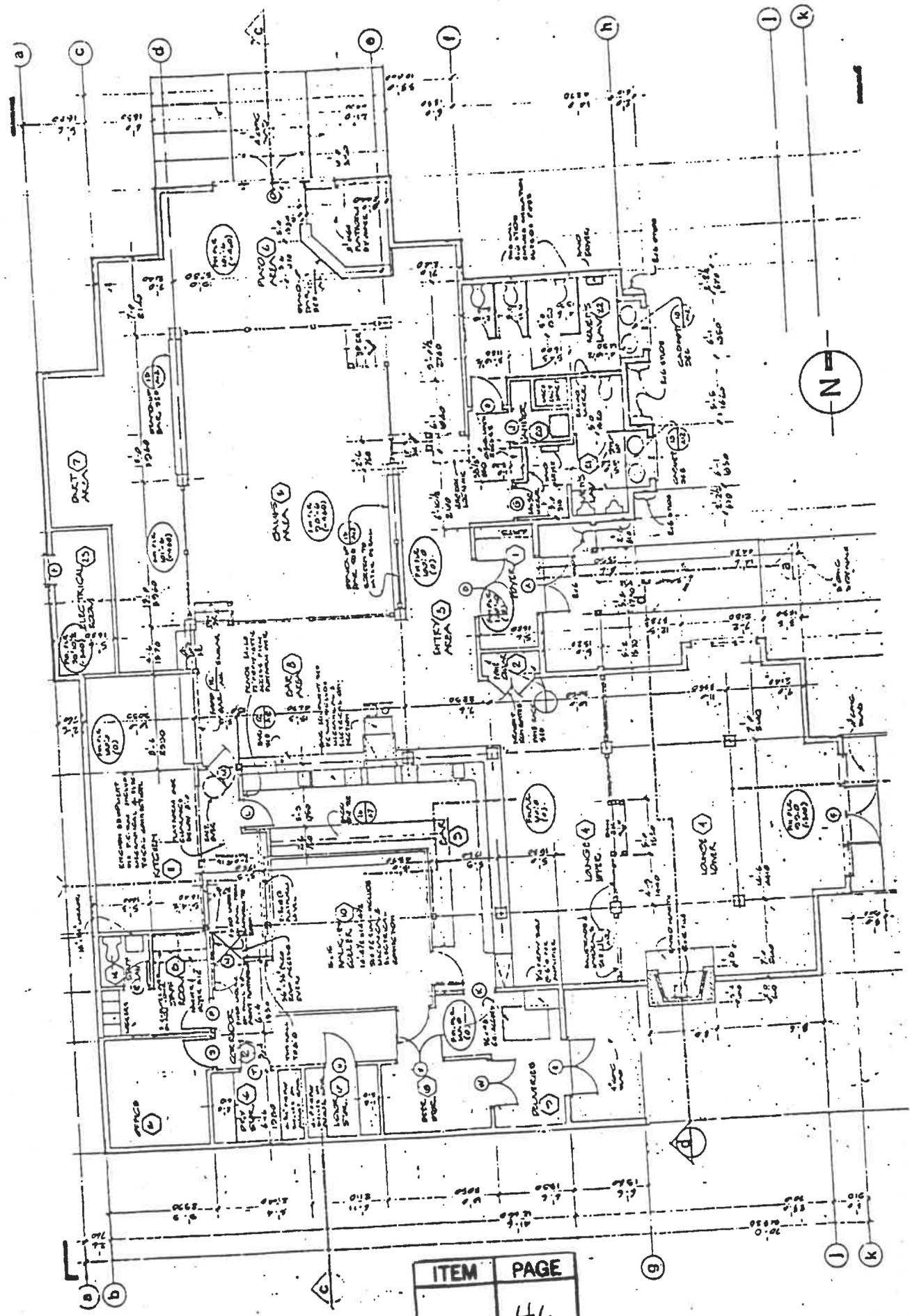
f. 100

X-2 Scale: 1:100

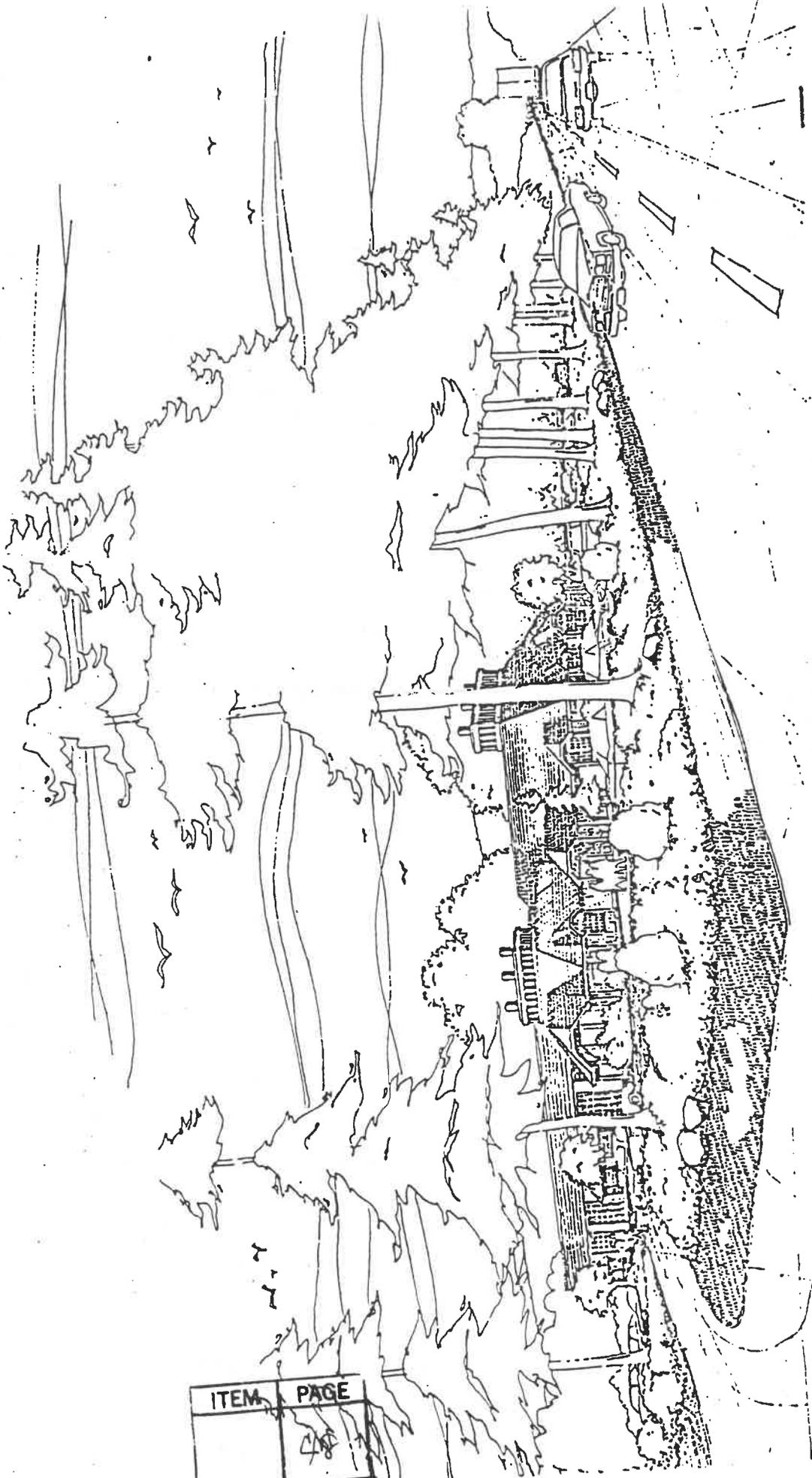
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THE CORPORATION OF THE CITY OF FORT COQUITLAM

LAND USE CONTRACT

SCHEDULE "C"

Subdivision Plans:

Parcels to be created:

Area, shape and dimensions: (1) Approximately as shown on the draft plan of subdivision which is annexed hereto and forms part of this Schedule.

Highways:

The Developer covenants and agrees to dedicate land for public highways as shown on the draft plan of subdivision hereinbefore referred to.

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APR 13 1992

MEMORANDUM

TO: B. Kirk
City Administrator

DATE: April 09, 1992

FROM: FIG Committee

SUBJECT: 1992 Budget
FIG Committee Meeting April 08, 1992

RECOMMENDATIONS:

1. That City Council approve amendments to our proposed 1992 budget as outlined in the attached schedule.
2. That City Council approve the following tax distributions for 1992:

Residential properties	4.75 % increase
Utility properties	12.75 % increase
Light Industrial properties	7.90 % increase
Business properties	7.90 % increase
Recreation/non-profit property	4.75 % increase
Farm land	4.75 % increase

BACKGROUND & COMMENTS:

As Council is aware, the recent provincial budget produced some \$257,000 less in revenue sharing funds than the City was anticipating. The committee considered the amount of the tax increase, see below, if adjustments to the budget were not made and felt that with the impact of the Provincial budget already on our tax bill with the removal of the supplementary home owner grant that some adjustments need be made. As a result the committee reviewed the new items being added to our budget this year with a view to defer or reduced in scope.

The major proposed change is to reduce the funds allocated for composting from \$174,000 to \$65,000. The FIG committee met with the Environmental Protection Committee and the scope of the program for this year would be to proceed with the home composter program and to work towards implementation of a full composting program at Reeve Park for 1993.

The recommendation in the planning department area would be to reduce the allocation for consultants from \$35,000 to \$20,000 and rather than direct the funds to certain programs to leave that to the Planning Committee.

Continued Page 2...

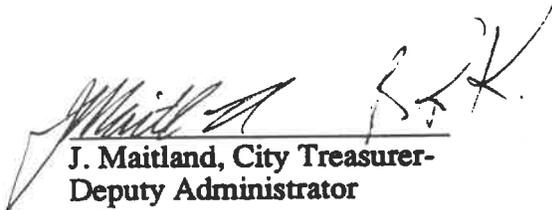
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1992 Budget - Fig Com. Meeting Page 2

Tax Increases

Tax increases for 1992 will be as follows:

	After Provincial Budget	After Reductions Above
Residential	5.75%	4.75%
Utility	13.15%	12.75%
Light Industrial	8.80%	7.90%
Business	8.80%	7.90%
Recreation/non-profit	5.75%	4.75%
Farm Land	5.75%	4.75%


J. Maitland, City Treasurer-
Deputy Administrator

JM/ms

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1992 Budget requests

Request #	Dept	Brief Description	After Jan 13 / 92	Proposed April 01/92
02	- 92	Five Star Fire Star Committee budget	\$7,500	\$5,000
04	- 92	Recreation Expand Youth Services Program	14,000	10,000
05	- 92	Recreation Open Hyde Cr for additional six weeks	4,200	4,200
06	- 92	Recreation Expand evening hours at Centennial Pool	1,200	0
07	- 92	Planning Phase 2 Official Community Plan update	20,000	
08	- 92	Planning Review zoning bylaw	5,000	20,000
10	- 92	Planning Develop a strategy promoting the City	10,000	
13	- 92	Personnel Workshops rec restructure	3,000	3,000
14	- 92	P. E. P. Survey earthquake resistance # 2 Fire Hall	6,000	3,000
16	- 92	By Law Temporary officer - summer relief	7,500	5,000
33	- 92	Envir Prot Home composting program (750 participants)	36,000	
35	- 92	Envir Prot Curb side compost pickup (8 week program)	138,000	65,000
37	- 92	Pub Works Survey monuments (2 yr program)	25,000	17,000

\$277,400 \$132,200

Proposed reduction

\$145,200

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COMMITTEE

THE CORPORATION OF THE
CITY OF PORT COQUITLAM

COMMITTEE OF COUNCIL

April 8, 1992

TO: B.R. Kirk, City Administrator

FROM: K. Janna Taylor, Parks & Recreation Director

SUBJECT: Seniors Dinner
(Parks & Recreation Committee Meeting January 13, 1992))

Recommendation

That the City of Port Coquitlam institute a nominal fee of \$5.00 per person for the 1992 Senior's dinner.

Background & Comments

The City of Port Coquitlam has hosted the Senior's dinner for a number of years. This event has been for the residents of Port Coquitlam. The Parks & Recreation Committee has, over the past two years, been struggling with ways to cut down the department's subsidy. One of the ways to cut the cost, for this dinner, is to charge a fee of \$5.00 per person. This will reduce the event's cost by approximately \$3,000.

The report from the Recreation Manager/Deputy Director is attached for your information.


K. Janna Taylor
Parks & Recreation Director 

KJT/pg

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THE CORPORATION OF THE
CITY OF PORT COQUITLAM

MEMORANDUM

January 11, 1992

TO: K. Janna Taylor, Parks & Recreation Director

FROM: Larry J. Wheeler, Recreation Manager/Deputy Director

SUBJECT: 1992 Senior's Dinner

Recommendation:

It is recommended that the Senior's Dinner be hosted by the City of Port Coquitlam in the same format as 1991, with the exception that a nominal fee (\$5.00 - \$6.00) be introduced for tickets to help reduce the net cost of the event.

* * * * *

Purpose/Problem:

The purpose of this report is to provide information and a recommendation regarding the 1992 Senior's Dinner.

Background Information:

After the dinner in 1991, staff were requested to review possible alternatives to the format of the Senior's Dinner. We wanted staff to review the event to establish ways of reducing the cost of the hosting this annual dinner.

Options Considered:

Staff identified three options:

- 1) Modify the current format
- 2) Cancel the event.
- 3) Investigate other ways of honoring the seniors.

...2

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1. Modify the current format:

Solution: We would continue with current format and make a few minor changes. These changes would include limiting the service of wine to the meal and introducing a small fee (\$5.00 - \$6.00) for the dinner. We would also suggest that we continue to use the Dutchman Caterers for food service as they provide a good meal at reasonable cost.

Advantage: Introducing a small fee for the tickets would reduce the cost of the event by about \$3,000.00. Selling tickets to the event would also permit us to more accurately estimate the number of meals and refreshments required. Selling tickets would also permit us to seat our guests more quickly as we would not have to check the names off the list. Over the years, many Seniors have questioned how we can continue to afford to put on this event. Therefore, I would assume that most Seniors would support the introduction of these modifications.

Disadvantage: The only real disadvantage would be that some seniors may react negatively to the introduction of a fee. For those hardship cases that we are aware of, arrangements would be made for a complimentary ticket.

2. Cancel the event:

Solution: We would cancel the Seniors dinner altogether and not replace it with any other kind of function.

Advantages: There are few advantages to this solution. The biggest advantage would be that we would save an additional \$7,200.00 over option one.

Disadvantages: Cancellation of this event in its entirety would not be received well by many of the seniors. They look forward to this event and the opportunity to interact with the members of City Council and senior staff.

3. Introduce a new way for honoring our Seniors:

Solution: Rather than hosting an annual Senior's Dinner we may want to investigate other ways of honoring our Seniors. This could involve an annual grant to the Wilson Centre Society or perhaps the creation of a seniors park space (ie a rose garden), that gets added to each year, or perhaps anyone of numerous other alternatives.

Advantages: The advantage of this option is that you could establish an annual event that adds to the City's inventory and therefore has a lasting advantage.

Disadvantage: The potential downside of this option is that we would be giving up the tradition of the dinner. The Seniors opportunity to interact with the members of City Council would be lost. And, in the long run, we would not necessarily save any money.

Conclusions:

Because the value of the Senior's Dinner is much greater than the actual cost, it has been concluded that it is in everyone's interest that we continue to host the event on an annual basis, but introduce some minor change to reduce the cost of holding the event.

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COMMITTEE

APR 13 1992

THE CORPORATION OF THE
CITY OF PORT COQUITLAM

MEMORANDUM

April 7, 1992

TO: B.R. Kirk, City Administrator

FROM: K. Janna Taylor, Parks & Recreation Director

SUBJECT: Reeve Street Park

Alderman Thompson, Chairman of the Parks & Recreation Committee, has requested that the question of funding for Reeve Street Park be put on Council's agenda.

He has requested that this go on Monday, April 13 in Committee of Council.



/sd

File No. 202.1

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COMMITTEE

THE CORPORATION OF THE
CITY OF PORT COQUITLAM

COMMITTEE OF COUNCIL

MEMORANDUM

April 6, 1992

TO: B.R. Kirk, City Administrator

FROM: K. Janna Taylor, Parks & Recreation Director

SUBJECT: Terry Fox "Dry" Grad Party

Recommendation

- 1) That the rental charges for the Terry Fox "Dry" Grad party at Hyde Creek Centre for June 24, 1992 be waived.
- 2) That any additional costs for staff cleanup or lifeguards be paid for by Terry Fox High School.

Background & Comments

The report from the Recreation Manager/Deputy Director is attached for your information. It should also be noted that the Terry Fox High School graduation ceremonies are also held at the PoCo Rec Centre free of charge.



/sd

File No. 202.1

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THE CORPORATION OF THE
CITY OF PORT COQUITLAM

MEMORANDUM

March 26, 1992

TO: K. Janna Taylor, Parks & Recreation Director

FROM: Larry J. Wheeler, Recreation Manager/Deputy Director

SUBJECT: Request for Rental Waiver - "Dry" Grad Party

Recommendation:

It is recommended that the Terry Fox After-Grad Committee be granted free rental of the designated facilities at Hyde Creek for their "dry" grad party, and;

That any extra staff costs incurred as a result of hosting these events (ie lifeguards, extra clean-up staff) in our facilities shall be paid for by the Terry Fox After-Grad Committee, and;

That lost revenues from this rental be charged to the Civic Events account.

* * * * *

Purpose/Problem:

The purpose of this report is to provide information and a recommendation to the Parks and Recreation Committee regarding the request received from the Terry Fox After-Grad Committee to waive rental fees for use of the Hyde Creek facility for their dry-grad activities.

Background Information:

A letter (attached) was received from the Terry Fox After-Grad Committee requesting the donation of Hyde Creek facilities on June 24, 1992 for the purpose of planning activities for a "dry" after-grad. This is their first attempt at facilitating this sort of an event.

This type of event has proven to be very popular in other communities and apparently has had a dramatic effect in reducing the problems related to "normal" after-grad parties. In addition, it provides an excellent opportunity for the City of Port Coquitlam to reinforce the notion with these young adults that we are here for them.

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If we support the request to waive the rental fees, it is estimated that we will be losing the potential for revenues estimated at \$627.50. On the other hand, the times that have been requested are times that the facility would not normally be rented out or programmed. In conversation with the organizer, he has indicated that they would make every effort to keep the facility and grounds clean. Therefore, our scheduled "grave-yard" shift should be adequate for the event. However, should we be required to call in additional staff to clean up/provide security or should we incur any damage, I would suggest these costs be passed on to the organizers.

At this point we have tentatively booked the facility for this event. We have also limited access to some parts of the building where we have problems with security (upstairs lounge area) or risk damage to equipment (pottery room and art room).

Pat
Larry J. Wheeler
Report Writer

cc. Darlene Grieve, Area Recreation Supervisor

/sd

File No. 1101.1

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COMMITTEE

APR 13 1992

THE CORPORATION OF THE
CITY OF PORT COQUITLAM

IN COMMITTEE

MEMORANDUM

TO: Mayor and Aldermen

DATE: April 7, 1992

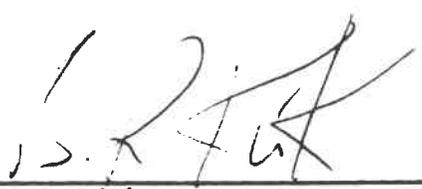
FROM: Bryan R. Kirk
City Administrator

RE: Sale of City Property for Proposed Extension of Catholic School

It is my understanding that the Catholic Church have requested, through the Public Works Department that vehicle circulation around their property be improved and have suggested the construction of a road which would link Prairie through to Fraser Street (see attached map).

I would suggest that Parcels A, B and C as outlined on the attached map be resurveyed and tendered for sale with the purchaser being required to develop the proposed road link.

Your direction is required.



Bryan R. Kirk
City Administrator

dp/
Att.

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APR 13 1992

THE CORPORATION OF THE
CITY OF PORT COQUITLAM

IN COMMITTEE

MEMORANDUM

TO: Mayor and Aldermen
DATE: April 7, 1992

FROM: Bryan R. Kirk
City Administrator

RE: Attached Request to Purchase Portion of Perth Street
at 2159 Salisbury

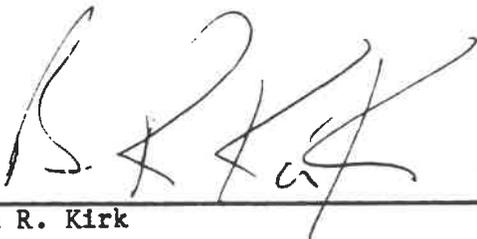
RECOMMENDATION:

THAT an appraisal on the above-noted property be obtained for further consideration by Council.

BACKGROUND AND COMMENTS:

Mr. L. Rauser expressed an interest in purchasing a portion of Perth Street to add to his property at 2159 Salisbury Avenue.

The Engineering, Planning, Parks and Recreation Departments have not objections to this potential sale. I have attached Chief Baillie's comments for your consideration.



Bryan R. Kirk
City Administrator

/dp
Att.

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CITY OF PORT COQUITLAM FIRE DEPARTMENT

MEMO

March 4, 1992

TO: B.R. Kirk
City Administrator

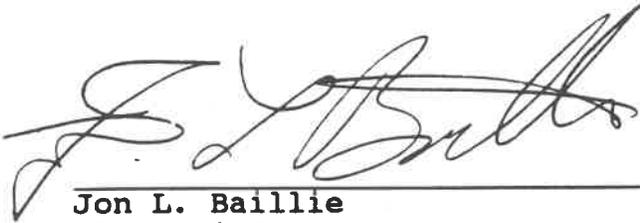
FROM: J. Baillie
Fire Chief

RE: Potential Land Sale
- Portion of Perth Street at 2159 Salisbury

In talking to Mr. Ambrose at 2165 Salisbury Avenue, it appears Mr. Rauser wishes to add to his property in order to subdivide into two lots. This in itself is not a problem. The lot on Dorset Avenue at the north end of Perth Street is set up to do the same. Should this happen, the City will have a large lane bottlenecked at both ends. If this area becomes a dumping ground for tree clippings, garden refuse, or in the worse case old sofas, it may then become a problem for the Fire Department.

This is the only concern the Fire Department has towards this possible action.

Signed,



Jon L. Baillie
Fire Chief
Port Coquitlam Fire Department

JLB/cl

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WEST

EAST

DORSET AVE.

GLASGOW ST.

PERTH ST

RIGHT OF WAY

66'-FT WIDE HERE

PROPOSED EASEMENT

NO SANITARY
SEWER hook up
to this property

V. FAUSCHOU PROPERTY
K. AMGRUSE PROPERTY

L. FAUBER MY PROPERTY

J. LIMBURG PROPERTY

78.35 FT. WIDE

PIECE OF PROPERTY
I WOULD LIKE TO ACQUIRE

2171 SALISBURY AVE.
2165

2159

2155

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PURCHASED 22'-FT OFF PERTH ST.

SANITARY SEWER LINE

30'-FT

RIVER

CL. B
66446

REM 34
PL. 25155

PRAIRIE

SHAUGHNESSY

3141

NNING

CHESTER

COQUITLAM

CENTRAL

SHAUGHNESSY

EDINBURGH

DORSET

SALISBURY

GRANT

FRASER

AGGIE PARK
ITEM PAGE

FLINT

5
PLAN

VISCOUNT SCHOOL

3150

PLAN 10332

CAMBRIDGE

MANNING

OXFORD

ST. ANNE

LAURIER

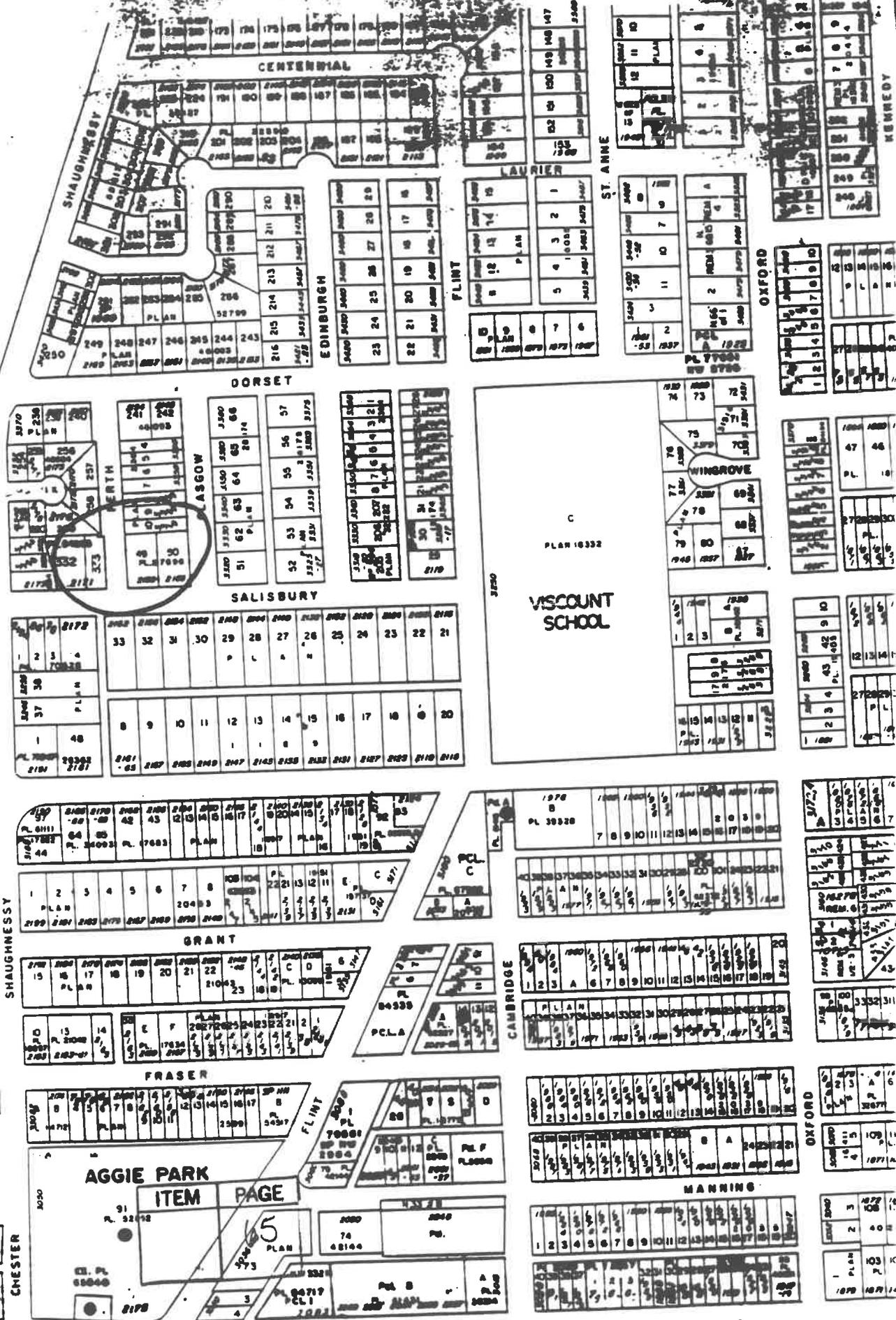
FLINT

KENNEY

OXFORD

PL 77000
REV 5790

WINGROVE



APR 13 1992

THE CORPORATION OF THE
CITY OF PORT COQUITLAM

IN COMMITTEE

MEMORANDUM

TO: Mayor and Aldermen

DATE: April 7, 1992

FROM: Bryan R. Kirk
City Administrator

RE: Public Access on Dyke at 2450 Ticehurst

Mr. and Mrs. Ticehurst met with me to discuss the proposed opening of Ticehurst in front of their property. After considerable discussion, the Ticehursts felt that the City did not have a use for the property and that should the public wish access, they could go around the property to get to Kingsway Street.

As I see it, the Council has three options:

OPTION 1

Open the lane for public access.

OPTION 2

Prepare some form of encroachment agreement permitting the Ticehursts to use the property, noting that permission may be revoked at any time. A covering letter could also be attached advising that it is not our intention to remove any improvements to the property as long as the Ticehursts reside in the present residence.

OPTION 3

Permit the Ticehursts to use the property with no agreements until we advise otherwise.

Your direction is required.


Bryan R. Kirk
City Administrator

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/dp

MEMORANDUM

April 7th, 1992

TO: B.R. Kirk
City Administrator

FROM: S. Rauh
City Clerk

RE: Sale of City Property - 1500 Blk. Mary Hill Road

RECOMMENDATION:

That 1500 Blk. Mary Hill Road (Lots 1 to 16, Plan 2133) be sold to Mr. and Mrs. W. Wang for \$5.20 per square foot.

BACKGROUND AND COMMENTS:

This matter was before Council on March 2nd, 1992 and approval was given to tender at \$5.20 per square foot. Two bids were received

	per sq.ft.	# of sq. ft.	Total bid
a) Am Nineteen Holdings Ltd.	\$5.23	99,411.19	\$519,920.54
b) Mr. and Mrs. W. Wang	\$5.20	129,282.13	\$672,267.07

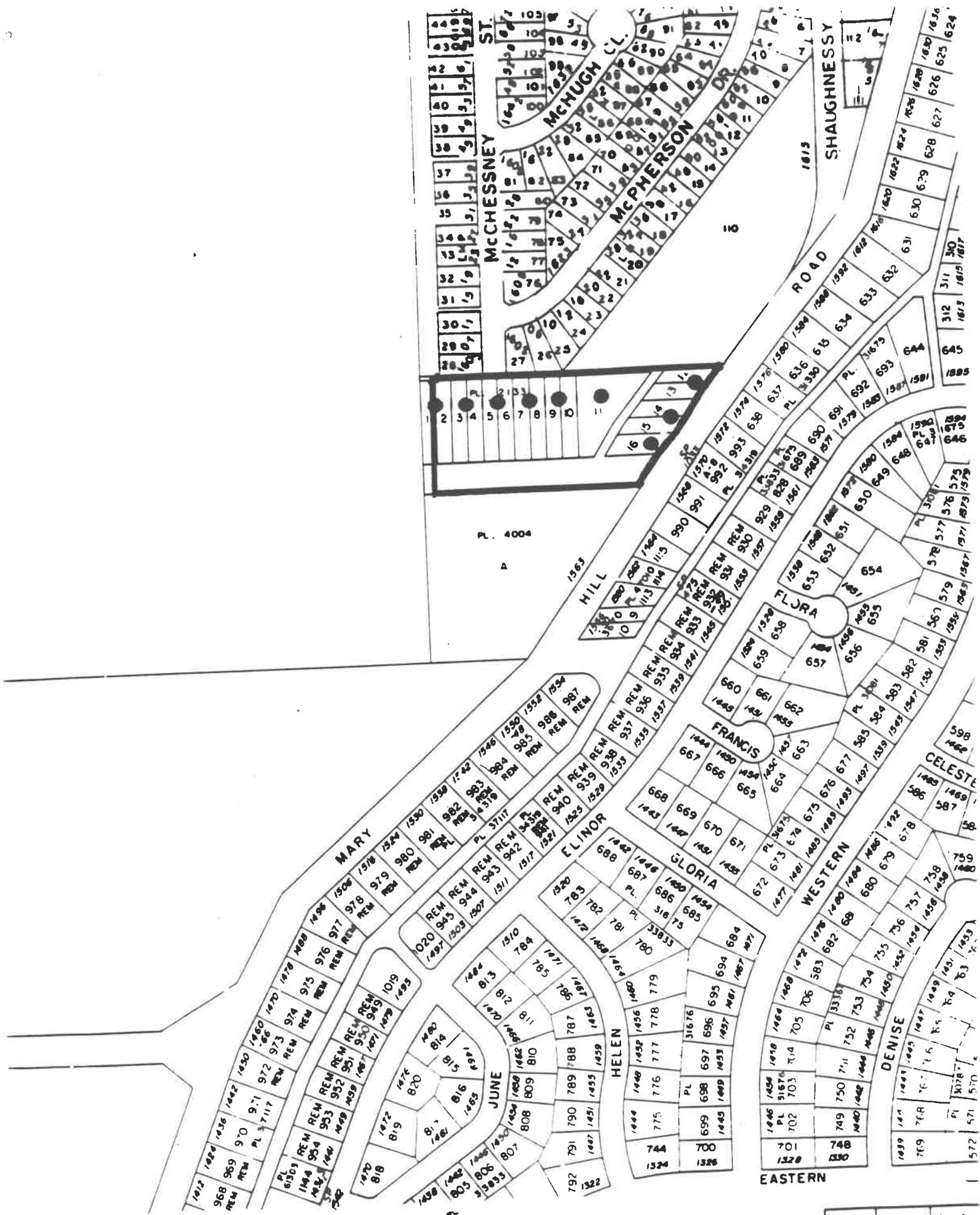
Mr. and Mrs. Wang are the higher bidder as their bid includes the undeveloped road. Am Nineteen Holdings bid is higher per square foot, however, as noted in the tender documents the area offered for sale includes portions of road and lane allowance that the City may not find it possible to sell if all legal and procedural requirements cannot be fulfilled (consent of adjacent property owners). In this case Mr. and Mrs. Wang are the adjacent property owners and have indicated that they will not give their consent to the closure of the undeveloped road.

In effect selling the property to Mr. and Mrs. Wang with the road included would produce an additional \$152,346.53.

While we can still sell the property to Am Nineteen Holdings Ltd. reduced accordingly, the Engineering Department has indicated that in all likelihood the only allowed access to Lot A will be thru Lot 5 and 6 of City property. This would leave the City with an undeveloped road and would land lock Lot A.


Susan Rauh
City Clerk

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APR 13 1992

IN COMMITTEE

MEMORANDUM

April 9th, 1992

TO: B.R. Kirk,
City Administrator

FROM: S. Rauh,
City Clerk

SUBJECT: Salvage Rights - Building Located at 1675 Broadway.

RECOMMENDATION:

That Mr. and Mrs. Richmond's salvage rights to the building located at 1675 Broadway be extended until July 1st, 1992.

BACKGROUND AND COMMENTS:

The original purchase agreement was subject to the building being removed by May 1st, 1992. As noted in the attached letter from Mr. and Mrs. Richmond a number of incidents have prevented them from meeting this obligation.

Design and construction of the firehall and works yard site are still in preliminary stages and the City Engineer has indicated that this arrangement would not interfere with the recycling site.

Mr. and Mrs. Richmond no longer reside on the property and the City will still take possession of the property on May 1st, 1992.


Susan Rauh
City Clerk

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19977 Dewdney Trunk Rd.
Pitt Meadows, BC
V3Y 1Z1
April 7/92

The City Council of Port Coquitlam,
His Worship Mayor Tromblay,
and members of Council

Dear Council Members:

If possible I would appreciate an extension of your generous and much appreciated time factor of the turn over of the property of 1675 Broadway St. effective as of May 1st, 1992 to extend for approximately two months. This should see an end of moving as far as we are concerned.

We were quite agreeable with the city when they requested to relocate the proposed recycling site from north to south property (south east corner near our home).

However, a number of delays entered the picture after the sale of the property that I did not foresee viz,

- 1) the sickness of my wife due to cancer
- 2) my own facial accident (I.C.B.C.)
- 3) also an ear operation I had in October

I have had some inquiries regarding the house sale, but no takers as yet. I have a backup offer from a Vancouver Island house mover, which I hope will transpire.

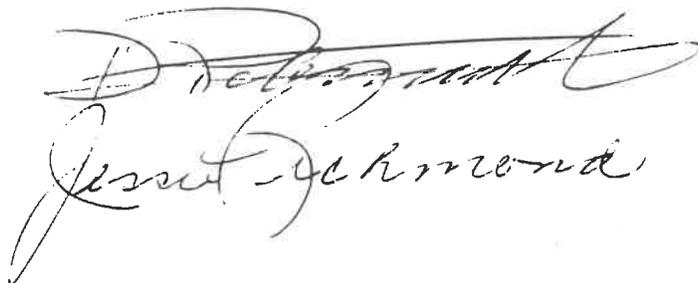
As always my utmost co-operation and good will to the city of Port Coquitlam and/or to whom it may concern.

A native son for sixty-five years and proud of it!

Yours Sincerely,

Dave Richmond

Jessie Richmond



The image shows two handwritten signatures. The top signature is in dark ink and appears to be 'Dave Richmond'. The bottom signature is in lighter ink and appears to be 'Jessie Richmond'. Both signatures are written in a cursive style.

465-1608

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