

**MINUTES OF SPECIAL MEETING OF COUNCIL, HELD IN THE MUNICIPAL HALL,
LYNN VALLEY, DISTRICT OF NORTH VANOCUVER, ON WEDNESDAY, JUNE 27TH,
1928 AT 8:00 P.M.**

Present: His Worship Mayor Morden
Alderman Anderson
Alderman Bridgman
Alderman Cartwright
Alderman White
Alderman Wilson

The Notice of meeting was read, and on motion of Alderman Bridgman, seconded by Alderman Wilson, ordered minuted:

A Special meeting of the Council will be held at the District Municipal Hall, Lynn Valley, on Wednesday, June 27th, at 8 p.m.

BUSINESS

1. Pass resolution to authorize the signing of the Hospital Building Contract.
2. Consideration of situation at the Low Level Road.
3. Reconsideration and final passage of the "City of North Vancouver Waterworks Loan Bylaw, 1928".

The Agreement was read, and the general conditions of the Contract was considered bearing date of June 27, 1928, between the Corporations of the City and District of North Vancouver, and B.C. Redmond, Contractor, residing at 3561-28th Avenue West, Vancouver, B.C., who had furnished accepted bonds, for the erection of a Hospital in Block 60, D.L. 549, City of North Vancouver, at a price of \$175,980.00.

Exception was taken to a typed paragraph attached to the printed Agreement, in so far as it referred to a time limit in making changes on the Schedule of Substitutions and Reductions. Paragraph quoted herewith:

"In respect that in arriving at the said cm of \$175,980.00 to be paid by the Owner to the Contractor for the performance of the contract as aforesaid, certain substitutions, and deductions as enumerated in the Schedule attached here to have been made in and from the work shown on the drawings and specifications hereinbefore mentioned, (the total allowance for which, by the Contractor, is \$14,590.00 making the price for the full work embraced in the said drawings and specifications, the sum of \$190,570.00), it is understood and agreed by and between the parties hereto, and is a condition of this Agreement, that for the said sum of \$175,980.00 the Contractor shall only be bound to perform the work and supply the materials contained in the said drawings and specifications, subject to the substitutions and deductions set forth in the said Schedule attached hereto, but that it shall be in the power and option of the Owner at any time during the subsistence of this Agreement to cancel any one or more or all of the said

substitutions and / or deductions and to revert accordingly to the said drawings and specifications, in which event the Contractor hereby covenants that he will carry out the work and supply the materials contemplated and provided in the said drawings and specifications prior to substitutions or substations, deduction or deductions respectively on payment to him by the Owner in respect of the cancellation of such substitution or substations, deduction or deductions, the respective amount or amounts et opposite the said substitution or substations, deduction or deductions in the said Schedule attached hereto in addition to the said contract price of \$175,980.00.

IT BEING UNDERSTOOD AND AGREED that the supply of labour and material involve din respect of the cancellation, if any, of such substitution or substations, deduction or deductions shall form part of this Contract at the respective price or prices mentioned, and be paid for as provided in the general conditions attached hereto.”

It was moved by Alderman Bridgman, seconded by Alderman White and resolved that the memorandum quoted above be changed in the following matter:

Striking out the words “during the subsistence of this Agreement” where they occur in the sixteenth line of the typed additional paragraph on page three of said Contract, and substituting therefore the words “at any time within ninety days from the date of this Agreement”.

It was then

Moved by Alderman Bridgman, seconded by Alderman Anderson and resolved that the Agreement as read and amended, and the general conditions of the Contract attached, be now finally adopted, that the Mayor and City Clerk are hereby authorized to execute same on behalf of the City, and that the Clerk attached the Corporate Seal thereto.

(Rescinded 6/29/21)

Re Low Level Road

A communication was read from the Vancouver Harbour Commissioners stating that the Board were now of opinion that the Road may be safely opened for traffic, work having been completed except to clean out the Culverts, which work was now in progress.

The Mayor reported a telephone conversation he had had with the Secretary of the Board of Harbour Commissioners with reference to the Road. His Worship stated that the Secretary of the Harbour Board had agreed that the Commissioners would watch the slope very carefully and where cracks or other signs of falling earth or boulders showed, that they would remove all dangerous portions. The Secretary further stated that his Board would be prepared to accept the responsibility for a period of three rears for all maintenance of the road necessitated by the sloughing of the banks.

Considerable discussion took place with regard to the entire situation in connection with the road. It was then moved by Alderman Bridgman, seconded by Alderman Cartwright and resolved that His Worship the Mayor proceed to arrange a meeting with Mr. E.W. Hamber of the .C. Mills, Timber and Trading Co., Ltd., Vancouver, and that same, if arranged, be held in the office of the City Solicitor on Friday afternoon, June 29th.

Moved by Alderman Anderson, seconded by Alderman Bridgman and resolved that the Council reiterate its position, that it cannot accept any responsibility for the Road with the banks in the present condition, and that the Council had noted the additional work on one of the banks, but were still of opinion that the Slope was unsatisfactory, the Council being certain that the Board of Harbour Commissioners had not seen the work done by their agents, or there would be no suggestion that the banks were safe.

Moved by Alderman Bridgman, seconded by Alderman White and resolved that the Board of Works Committee and the City Engineer be requested to submit an estimate of the minimum cost that in their opinion would put the slope in shape, so that it would be acceptable to the City to take the Road over and assume responsibility.

The Clerk reported having advised the Secretary of the Harbour that two small buildings, one of which had plumbing fixtures installed, had been erected on the McMillan Dock without a permit being obtained. The Building inspector estimated their value at \$2,000.00.

Moved by Alderman Bridgman, seconded by Alderman Anderson and resolved that the Board of Harbour Commissioners be advised that they must comply with the City Bylaws and regulations, and that the attention of the Board be drawn at this time to a former letter from them in which they agreed to observe all City ordinances in respect to buildings erected.

CERTIFICATE OF THE RETURNING OFFICER

Result of the Municipal Election held on the 20th day of June, A.D. 1928.

I, GEORGE SIMMERS SHEPHERD, Returning Officer for the City of North Vancouver, do hereby certify that as directed by the Municipal Council of the City of North Vancouver, for the year 1928, I caused certified copies of Bylaws entitled "The City of North Vancouver Water Works Loan Bylaw, 1928" to be published and posted as requested by law, together with Notices appended thereto, stating that the said Bylaw should be submitted for a vote of the assent of the Electors of the City of North Vancouver, at 54 Lonsdale Avenue and Twenty-second Street, North Vancouver, on Wednesday, June 20th, 1928, between the hours of 8 o'clock a.m. and 8 o'clock p.m. The said vote of the Electors of the said City of North Vancouver was taken on the said day and resulted as follows:

For the Bylaw	239
Against the Bylaw	71
Spoiled	1
Unmarked	0

I therefore declared the said Bylaw as having duly received the assent of the Electors of the said City.

Dated at North Vancouver, B.C. this 21st day of June, 1928.

Signed: Geo. S. Shepherd, Returning Officer

I, GEORGE SIMMERS SHEPHERD, Returning Officer of the Corporation of the City of North Vancouver, at the election held June 20th, 1928, do solemnly declare that the above Certificate and statement of Election is correct.

Declared before me at the City of North Vancouver, B.C. this 22nd day of June, A.D. 1928.)
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SEAL (Signed) "A. Aitken Gray")
A Notary Public in and for the Province of)
British Columbia.)

Signed: Geo. S. Shepherd

Moved by Alderman White, seconded by Alderman Wilson and resolved that the Bylaw entitled "The City of North Vancouver Water Works Loan Bylaw 1928" be now reconsidered.

Whereupon the Bylaw was read and reconsidered.

Moved by Alderman Bridgman, seconded by Alderman White and resolved that the Bylaw entitled "The City of North Vancouver Water Works Loan Bylaw 1928" as read and reconsidered be finally adopted, signed by the Mayor and City Clerk and sealed with the Corporate Seal. No. 985.

Moved by Alderman Bridgman, seconded by Alderman White and resolved that tenders be called for, through the Bond Dealers Association, for \$70,000.00 Waterworks 20 years, 5% Debentures, as authorized by the above Bylaw, to be in the hands of the City Clerk, by 4 p.m. July 16th and sale to be subject to the approval of legality of the Bylaw, by the Municipal Inspector at the expiry date of the prescribed period.

A letter was read from the Ferry Superintendent stating that the sale of Pacific Great Eastern Railway Rail tickets at the Ferry Office is in excess of what was expected and interfered unduly with the Ferry Business.

Alderman Anderson, Chairman of the Ferry Committee, recommended that the temporary arrangements with the Railway Co., regarding the sale of rail tickets through the Ferry Office be discontinued at the end of the present month.

Moved by Alderman Bridgman, seconded by Alderman Cartwright and resolved that the recommendation of the Chairman of the Ferry Committee be adopted, and that the Pacific Great Eastern Railway be advised that the present arrangements will terminate on June 30th, 1928.

His Worship the Mayor stated that he would be leaving the City on Monday July 2nd, for a period of two weeks, and asked the consent of Council for the required leave of absence, suggesting that Alderman E.H. Bridgman be appointed Acting Mayor of the City during the time that the Mayor was away.

Moved by Alderman White, seconded by Alderman Wilson and resolved that two weeks leave of absence be granted His Worship, and that Alderman E.H. Bridgman be appointed Acting Mayor of the City during the time that the Mayor was away.

His Worship the Mayor notified Council that Alderman Cartwright having returned to the City, would now resume his seat on the Hospital Board in place of Alderman Wilson, appointed to act in that capacity during the absence of Alderman Cartwright.

Moved by Alderman Bridgman, seconded by Alderman Anderson and resolved that the meeting adjourn.

Signed: E.H. Bridgman, Acting Mayor