

THE CORPORATION OF THE DISTRICT OF BURNABY

By-Law No. 102

A By-Law to authorise the Corporation of the District of Burnaby to enter into and execute an Agreement with the Corporation of the City of Vancouver.

WHEREAS it is expedient that a General System of Water Supply should be provided throughout the Municipality and a By-law to raise the sum of \$350,000.00 for that purpose is now being submitted to the Electors.

NOW THEREFORE the Municipal Council of the Corporation of the District of Burnaby, enacts as follows:

1. It shall be lawful for the Reeve and Clerk of the Municipal Council of the Corporation of the District of Burnaby for the purpose aforesaid to enter into and execute an Agreement with the Corporation of the City of Vancouver for the Supply of Water upon the terms and conditions in the said Agreement contained, which is in the words and figures following:-

MEMORANDUM OF AGREEMENT made this day of
in the year of Our Lord one thousand nine hundred and eleven,
BETWEEN:-

THE CITY OF VANCOUVER hereinafter called the
"City"

OF THE ONE PART

A N D

THE CORPORATION OF THE DISTRICT OF BURNABY
hereinafter called the "District"

OF THE OTHER PART

WHEREAS the City has a record of fourteen hundred
(1400") inches of water on Seymour Creek and has a system of
water supply now in use from the intake at an elevation of
four hundred and sixty (460') feet:

AND WHEREAS the District has a water record of two
hundred and fifty (250") inches on Seymour Creek aforesaid and
holds an interest in certain lands at or near the intake above
referred to :

AND WHEREAS certain other Municipalities have water
records on Seymour Creek to the extent of (1350 inches) Thirt-
een hundred and fifty inches:

AND WHEREAS the City is about to install an extra
thirty (30") inch main for its own needs and has been requested
by the District to increase such main to a diameter of (34 inches)
Thirty -four inches in order to supply water to the said
District:

AND WHEREAS the City has agreed to supply two hun-
dred and fifty (250") inches of water to the District upon the
terms hereinafter stated:

NOW THEREFORE IT IS AGREE between the parties
hereto as follows:-

1. The City, so soon as it reasonably can and law-
fully may, will bring down two hundred and fifty (250") inches
of water for the exclusive use of the District from the intake
on Seymour Creek to the North shore of Burrard Inlet and will
provide and lay an eighteen (18") inch submerged main across

the Burrard Inlet Second Narrows with all shore connections complete to couple with the distribution service to be installed by the District.

2. The said eighteen (18") inch submerged main and shore connection shall be, for the exclusive use of the District. The maintenance of such submerged main and shore connections and all repairs thereto when necessary are to be provided and made by the City at the expense of the District which will pay the City the cost of any such repairs and maintenance when provided or made.

3. The estimated cost of said eighteen (18") inch main and shore connection and providing and laying same is eighteen thousand (\$18,000.) dollars and the City will pay the cost of such main and shore connections and providing and laying same up to and not exceeding the sum of Eighteen thousand (\$18,000) dollars but if such cost exceeds eighteen thousand (\$18,000) dollars any such costs in excess of eighteen thousand (\$18,000) dollars, shall be paid by the District.

4. When and as often as an accident at any time occurs to the eighteen (18") inch main or shore connections so as to deprive the District of its water supply the City shall with reasonable diligence make connections with the City service until repairs to the eighteen (18") inch main are completed and the City undertakes to install valves and connections with the City service to meet such contingencies and the District shall pay to the City the cost of making such connections, when made by the City.

5. In case the water distribution system of the District or any part thereof shall be ready before the City completes its enlarged system and provides and lays such eighteen (18") inch main and shore connections the City will give the District such water as the City can spare from its other uses not exceeding two hundred and fifty (250") inches from the nine (9") inch pipe already available for that purpose and for all such water so given the District shall pay the City monthly ten (10) cents per hundred (100) cubic foot.

6. Should a bridge be built at the narrows above referred to with provision to carry all water pipes and should it be found to the advantage of the City to use the said bridge and the City should remove its pipes from the bed of the narrows then the City may remove said eighteen (18") inch main to said bridge and the cost of removing the said eighteen (18") inch main and of making and installing all shore connections therewith and any and all other consequential and incidental costs and expenses entailed thereby or in connection therewith shall be paid by the District to the City upon being suffered or incurred by the City.

7. The District shall pay to the City as consideration for the foregoing rights and services from and after the providing and laying of said eighteen (18") inch main and shore connections an annual sum of seven thousand (\$7,000.00) dollars on the first day of December in each year.

The District shall moreover as part of the consideration for this agreement convey to the City all its rights, title and interest of, in, to, and out of the said water record of Two hundred and fifty (250") inches on Seymour Creek and all its interest in the lands or near the intake above referred to or otherwise upon or in the watershed of Seymour Creek and the District will forthwith make, execute and deliver good and sufficient conveyances of such rights, title and interest to the City and deliver over to the City its deeds and documents of title thereto.

8. If at any future time the City shall decide to change its intake to any other point on Seymour Creek and to carry its system to that point in order to obtain an higher elevation the District shall contribute pro rata its share of the cost and of the maintenance of same, by paying annually to the City a part or portion of the interest and sinking fund which the City shall have to pay upon bonds, debentures or registered stock created, made or issued for the purpose of paying or providing for such cost and of all sums which the City shall have to pay for the maintenance of such changed system, which said part or portion shall be determined in the

same manner as the said \$7000.00 was arrived at.

9. In case the supply of water at the said intake on Seymour Creek shall at any time be decreased so that there shall be less than three thousand (3000") inches, which can be carried through the pipes and system of the City, then in such case the said Two hundred and fifty (250") inches of water to be supplied to the District shall be decreased in proportion so that the City will not be bound to bring down and supply to the District more than one twelfth (1.12) of the supply of water at said intake during such times as such supply shall be so decreased.

10. The District shall pay and indemnify and save harmless the City from and against all and any claims, loss costs, damages or expenses which shall at any time be paid or suffered or sustained by the City or made or claimed against the City by reason of any accident, injuries or damages of any kind whatsoever and whether to any person, firm or corporation personally or to any boats, ships, vessels or property or things or in any other manner or of any kind whatsoever by reason of the said eighteen (18") inch submerged main and shore connections or the providing and laying of the same or the changing or removing of same to any such bridge or the existence of same either submerged or upon such bridge and if the City shall at any time be called upon or compelled to pay any such claims, loss costs, damages or expenses the City may recover same forthwith from the District.

11. The City shall proceed with reasonable despatch to obtain the consent of the Dominion of Canada or such department of the Government of the Dominion of Canada or such other authority or authorities as shall be requisite or necessary for the purpose of providing and laying such submerged main and shore connections and in case such consent shall be refused or shall not be granted then this agreement and all terms and conditions hereof except as to the terms and conditions in regard to the City furnishing water to the District through the

2. This By-law shall before the final passing thereof receive the assent of the Electors entitled to vote on money By-laws.

3. This By-law shall take effect on and after the 17th day of April A. D. 1911.

4. This By-law may be cited for all purposes as the "BURNABY GENERAL WATERWORKS SYSTEM BY-LAW 1911."

DONE AND PASSED by the Council in open Meeting on the third day of April 1911.

RECEIVED the assent of the Electors at an election for the purpose on the Fifteenth day of April. A. D. 1911.

RECONSIDERED and finally adapted by the Council, signed by the Reeve and Clerk, and sealed with the Corporate Seal on the Fifteenth day of April A. D. 1911.

W. Guffith

C.M.C.

J. Howard

Reeve.



MEMORANDUM OF AGREEMENT made this day of
in the year of Our Lord one thousand nine hundred and eleven,
BETWEEN:-

THE CITY OF VANCOUVER hereinafter called the
"City"

OF THE ONE PART

A N D

THE CORPORATION OF THE DISTRICT OF BURNABY
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OF THE OTHER PART

WHEREAS the City has a record of fourteen
hundred (1400") inches of water on Seymour Creek and has a
system of water supply now in use from the intake at an
elevation of four hundred and sixty (460') feet; 7 465-

AND WHEREAS the District has a water record of two
hundred and fifty (250") inches on Seymour Creek aforesaid and
holds an interest in certain lands at or near the intake above
referred to;

AND WHEREAS certain other Municipalities have
water records on Seymour Creek to the extent of (1350 inches)
Thirteen hundred and fifty inches;

AND WHEREAS the City is about to install an extra
thirty (30") inch main for its own needs and has been requested
by the District to increase such main in order to supply water
to the said District; and

AND WHEREAS the City has agreed to supply two hundred
and fifty (250") inches of water to the District upon the terms
hereinafter stated:

NOW THEREFORE IT IS AGREED between the parties hereto
as follows:-

1. The City, so soon as it reasonably can and lawfully
may, will bring down two hundred and fifty (250") inches of water
for the exclusive use of the District from the intake on Seymour
Creek to the North shore of Burrard Inlet and will provide and
lay an eighteen (18") inch main across the Burrard Inlet narrows
with all shore connections complete to couple with the distribution

service to be installed by the District.

2. The said eighteen (18") inch submerged main and shore connection shall be, except as hereinafter provided, for the exclusive use of the district. The maintenance of such submerged main and shore connections and all repairs thereto when necessary are to be provided and made by the City at the expense of the District which will pay the City the cost of any such repairs and maintenance when provided or made, provided that the City may use the said eighteen (18") inch main and shore connections to carry any additional or other water other than the said Two hundred and fifty (250") inches, which the said City may desire to carry in said main or shore connections.

3. The estimated cost of said eighteen (18) inch main and shore connection and providing and laying same is eighteen thousand (\$18,000) dollars and the City will pay the cost of such main and shore connections and providing and laying same up to and not exceeding the sum of Eighteen thousand (\$18,000) dollars but if ^{such} cost exceeds eighteen thousand (\$18,000) dollars any such cost in excess of eighteen thousand (\$18,000) dollars shall be paid by the District.

4. The City shall provide and install all necessary interchange connections for such eighteen (18") inch main and shore connections on both the North and South shore of Burrard Inlet and the District shall pay the City one half of the cost of same and of providing and installing same when same is so provided and installed and shall thereafter pay the City one half of the cost of any and all maintenance and repairs to same when suffered or incurred by the City.

5. When and as often as an accident at any time occurs to the eighteen (18") inch main or shore connections so as to deprive the District of its water supply the City shall with reasonable diligence make connection with the City service until repairs to the eighteen (18") inch main are completed and the City undertakes to install valves and connections with the City service to meet such contingencies and the District shall pay to the city the cost of

making such connections, when made by the City.

6. In case the water distribution system of the District or any part thereof shall be ready before the City completes its enlarged system and provides and lays such eighteen (18") inch main and shore connections the City will give the District such water as the City can spare from its other uses not exceeding two hundred and fifty (250) inches from the nine (9") inch pipe already available for that purpose and for all such water so given the District shall pay the City monthly cents per ^{100.} cubic feet.

7. Should a bridge be built at the narrows above referred to with provision to carry all water pipes and should it be found to the advantage of the City to use the said bridge and the City should remove its pipes from the bed of the narrows then the City may remove said eighteen (18") inch main to said bridge and the cost of removing the said eighteen (18") inch main and of making and installing all shore connections therewith and any and all other consequential and incidental costs and expenses entailed thereby or in connection therewith shall be paid by the District to the City upon being suffered or incurred by the City.

8. The District shall pay to the City as consideration for the foregoing rights and services from and after the providing and laying of said eighteen (18") inch main and shore connections an annual sum of seven thousand (\$7,000.00) dollars on the
day of in each year.

The District shall moreover as part of the consideration for this agreement convey to the City all its rights, title and interest of, in, to, and out of the said water record of Two hundred and fifty (250") inches on Seymour Creek and all lands at or near the intake above referred to or otherwise upon on in the watershed of Seymour Creek and the

District will forthwith make, execute and deliver good and sufficient conveyances of such rights, title and interest to the City and deliver over to the City its deeds and documents of title thereto.

9. If at any future time the City shall decide to change its intake to any other point on Seymour Creek and to carry its system to that point in order to obtain an higher elevation the District shall contribute pro rate its share of the cost of such change ~~by~~ and carrying said system to such point and of the maintenance of same, by paying annually to the City a part or portion of the interest and sinking fund which the City shall have to pay upon bonds, debentures or registered stock created, made or issued for the purpose of paying or providing for such cost and of all sums which the City shall have to pay for the maintenance of such changed system, which said part or portion shall bear the same proportion to the total amount of such interest, sinking fund and sums which the City shall have to pay as the sum of seven thousand (\$7,000.00) dollars bears to the *sum of \$ -*.

10. In case the supply of water at the said intake on Seymour Creek shall at any time be decreased so that there shall be less than three thousand (3000") inches, which can be carried through the pipes and system ^{*and other means installed there*} of the City, then in such case the said Two hundred and fifty (250") inches of water to be supplied to the District shall be decreased in proportion so that the City will not be bound to bring down and supply to the district more than one twelfth (1/12) of the supply of water at said intake ~~and~~ during such times as such supply shall be so decreased.

11. The district shall pay and indemnify and save harmless the City from and against all and any claims, loss, costs, ~~and~~ damages or expenses which shall at any time be paid or suffered or sustained by the City or made or claimed against the City by reason of any accident, injuries or damages of any kind whatsoever

and whether to any person, firm or corporation personally or to any boats, ships, vessels or property or things, or in any other manner or of any other kind whatsoever by reason of the said ^{eighteen (18") inch} sub-merged main and shore connections or the providing and laying of the same or the changing or removing of same to any such bridge or the existence of same either submerged or upon said bridge and if the City shall at any time be called upon or compelled to pay any such claims, loss, costs, damages or expenses the City may recover same forthwith from the district.

12.

The City shall proceed with reasonable despatch to obtain the consent of the Dominion of Canada or such department of the Government of the Dominion of Canada or such other authority or authorities as shall be requisite or necessary for the purpose of providing and laying such submerged main and shore connection and in case such consent shall be refused or shall not be granted, then this agreement and all terms and conditions hereof except as to the terms and conditions in regard to the City furnishing water to the District through the nine (9") inch pipe already available shall be null and void and at an end.

13.

All of the said eighteen (18") inch submerged main, shore connections, interchange connections, valves and other connection referred to in this agreement shall be and remain the property of the City both before and after any termination of this agreement, and except as in this paragraph aforesaid, this agreement may be terminated by either of the parties hereto upon giving _____ months written notice to the other party of this agreement of its intention to so terminate this agreement.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their proper officers in that behalf and their corporate seals to be affixed.

SIGNED SEALED & DELIVERED)
in the presence of)
)
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