

CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 174.

A By-Law to authorize the Corporation of the District of Burnaby to enter into and execute an agreement with the Corporation of the District of South Vancouver.

WHEREAS it is expedient that an agreement should be entered into with the Corporation of the District of South Vancouver for the sale of water to that Corporation.

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 to enter into and execute an agreement with the Corporation of the District of South Vancouver for the sale of water to the said Corporation of the District of South Vancouver upon the terms and conditions set out in the said agreement which is in the words and figures following, that is to say :-

"THIS AGREEMENT made in duplicate the First day of November in the year of our Lord one thousand nine hundred and thirteen

BETWEEN :

THE CORPORATION OF THE DISTRICT OF
SOUTH VANCOUVER,

of the FIRST PART :

AND

THE CORPORATION OF THE DISTRICT OF
BURNABY,

of the SECOND PART :

WHEREAS the Party of the Second Part on or about the Fifth day of June 1911, entered into an agreement with the City of Vancouver by which the said City of Vancouver agreed to supply Two Hundred and fifty (250) inches of water to the Party of the Second Part upon the terms and conditions in the said agreement mentioned

AND WHEREAS pursuant to the said agreement the said City of Vancouver is supplying water to the Party of the Second Part and the Party of the Second Part has installed a waterworks system in the Municipality of Burnaby

AND WHEREAS the Party of the First Part has applied to the Party of the Second Part for the privilege of purchasing water from the Party of the Second Part for consumption within the Municipality of South Vancouver

NOW THIS AGREEMENT WITNESSETH that in pursuance of the premises and in consideration of the payments hereinafter mentioned the Party of the Second Part, subject to the provisions of the said agreement with the City of Vancouver and to the performance by the said City of its covenants and agreements therein contained, promises and agrees to and with the Party of the First part to sell and supply water to the Party of the First Part for consumption within the Municipality of South Vancouver all in accordance with the terms and conditions hereinafter mentioned, that is to say : -

The Party of the Second Part shall supply the said water from its said system by a connection or connections made with the said system at such point or points on Boundary Road in the Municipality of Burnaby as may be agreed upon between the parties hereto.

The Party of the Second Part shall tap the main or mains of its said system at such point or points as agreed upon as aforesaid with a pipe or pipes and connect same with approved meter or meters and the Party of the First Part shall take the

water at the said meter or meters through a pipe or pipes to be connected by the Party of the Second Part. The cost of making the connection or connections shall be paid by the Party of the First Part and the Party of the First Part shall supply the said meter or meters at its own expense and shall from time to time pay to the Party of the Second Part its cost of maintenance and repairs incidental to such connection or connections. The operation of the valve and other apparatus installed by the Party of the Second Part and all repairs shall be solely under the control of the Party of the Second Part and all meters installed shall at all times be open for inspection by the Engineer or other duly authorized official of the Party of the Second Part.

The Party of the First Part shall pay to the Party of the Second Part the sum of Ten Thousand Dollars (\$10,000.00) per annum for a supply of water as aforesaid not exceeding Fifty thousand (50,000) cubic feet of water per day and if the water supplied as aforesaid in any month exceeds the average of Fifty thousand (50,000) cubic feet per day such excess shall be paid for by the Party of the First Part at the rate of Five and four tenths (5.4) cents per One Hundred (100) cubic feet. Provided if for any cause it shall be necessary for the Party of the Second Part to shut off the supply of water or if the supply of water is interrupted in any way the Party of the First Part shall be entitled to receive an allowance or rebate at the rate aforesaid proportionate to the time during which the water is so shut off or to the quantity less than Fifty thousand (50,000) cubic feet per day which the Party of the Second Part is unable to deliver. Meters shall be read monthly on the first legal day of each and every month during the existence of this agreement. Payment for the water supplied as aforesaid shall be made quarterly for the water taken during the

previous quarter and such payment shall be made within thirty (30) days from the end of each quarter.

The Party of the Second Part shall not be liable for any failure of such supply of water at any time from any cause whatsoever. Provided however that in case of such failure of supply the Party of the Second Part shall as soon as possible thereafter make such repairs or take such other action within its power to procure a renewal of such supply.

The Party of the Second Part shall have the right to cut off such supply or supplies in case of emergency as the Engineer of the Party of the second part for the time being may deem necessary or expedient. Due notice of such cutting off shall as soon as possible be given to the Party of the First Part.

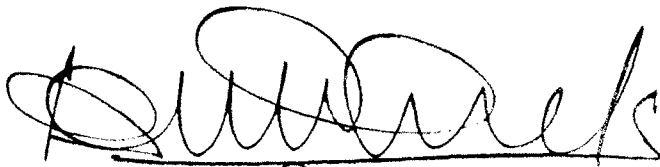
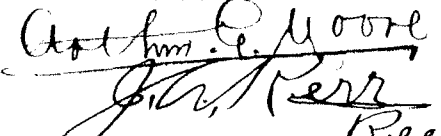
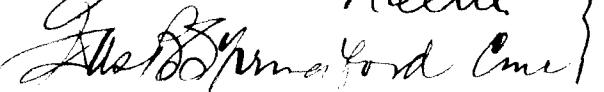
The Party of the First Part shall not assign its rights or privileges under this agreement or any portion thereof without the consent of the Party of the second part to be signified by the resolution of the Council of the Party of the second part.

THIS AGREEMENT shall remain in force until terminated by either party giving to the other party six (6) months' notice in writing of its desire to terminate the same PROVIDED HOWEVER that such termination shall not take place until after the thirty-first day of December, one thousand nine hundred and fourteen.

THIS AGREEMENT and all the terms and conditions contained herein shall extend to and be binding so far as the context hereof shall permit upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the Parties hereto have caused their corporate seals to be hereto affixed by their proper officers.


SIGNED SEALED AND DELIVERED)
in the presence of :


Arthur E. Moore

J. R. Kerr

A. B. Spradford
Reeve
of the
first
part

2. This By-law may be cited for all purposes as the
"BURNABY-SOUTH VANCOUVER WATER AGREEMENT AUTHORIZATION BY-LAW,
1913."

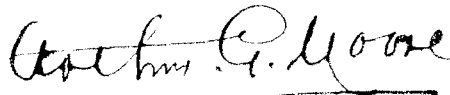
DONE AND PASSED in Open Council this Third (3rd).
day of November, 1913.

RECONSIDERED AND FINALLY PASSED this Tenth (10th).
day of November, 1913.


C..C.


Reeve.

I, Arthur G. Moore, Clerk to the Municipal Council
of the Corporation of the District of Burnaby hereby
certify that the foregoing is a true copy of a By-law
passed by the Municipal Council on the Tenth day of
November, 1913.


CLERK.

