

CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 341.

A BY-LAW to authorise an Agreement between the Corporation of the District of Burnaby and the Corporation of the City of New Westminster, in respect of the Burnaby-Westminster Joint Sewer.

THE MUNICIPAL COUNCIL of the Corporation of the District of Burnaby enacts as follows:-

1. An Agreement shall be entered into between the Corporation of the District of Burnaby and the Corporation of the City of New Westminster, in respect of the discontinuance of the work of construction on the Burnaby-Westminster Joint Sewer, in the terms of the schedule hereto, which Agreement is hereby incorporated with and made part of this By-law.
2. The Agreement shall be signed by the Reeve and the Clerk under the Corporate Seal of the Municipality.
3. This By-law may be cited as the "BURNABY-WESTMINSTER SEWER AGREEMENT BY-LAW, 1921".

DONE AND PASSED in open Council this Nineteenth (19th) day of December, 1921.

RECONSIDERED and finally passed this Twenty-seventh (27th) day of December, 1921.



W. M. ... REEVE.

Arthur G. Moore,
CLERK.

THIS AGREEMENT made in duplicate the Twenty-first day of November in the year of our Lord one thousand nine hundred and twenty-one.

BETWEEN:

THE CORPORATION OF THE DISTRICT
OF BURNABY

OF THE FIRST PART

AND:

THE CORPORATION OF THE CITY OF
NEW WESTMINSTER

OF THE SECOND PART

WHEREAS by agreement dated the 30th December, 1913 the party of the second part agreed to build a sewer from the Fraser River to Tenth Avenue in the City of New Westminster and it was agreed between the parties hereto that the party of the first part should have the right to use the said sewer in terms of said agreement and to pay fifty-five (55%) per cent (not to exceed \$150,000.00) of the cost of the construction of the said sewer upon the completion of the same and the said agreement was ratified by Chapter 8 of the Statutes of British Columbia 1914,

AND WHEREAS under the terms of the said agreement the said sewer was to have been completed on or before the 1st January 1916 and the party of the second part was unable to complete the said sewer and various extensions of time have been agreed to between the parties hereto and the party of the second part is unable to complete the said sewer beyond eighth Avenue in the City of New Westminster and it has been agreed between the parties hereto that the agreement of the 30th day of December 1913, be cancelled and annulled,

AND WHEREAS the sum of Ten thousand three hundred and fifty-four dollars and thirty-two cents (\$10,354.32) was paid by the party of the first part to the party of the second part

in error on the Third day of November, 1914, receipt whereof is hereby acknowledged and it has been agreed between the parties hereto that the party of the second part may for the present retain the said sum in the terms hereof.

NOW THIS AGREEMENT WITNESSETH that the parties hereto agree each with the other of them that the agreement between the parties hereto dated 30th day of December 1913, and confirmed by Chapter 8 of the Statutes of British Columbia, 1914, be and the same is hereby declared cancelled, annulled and made void and the parties hereto respectively hereby release the other of them of and from all claims and demands of every nature and kind whatsoever under the said agreement or arising out of or incident to the same.

Should the Glen Brook Sewer referred to in the said agreement be completed and extended to Tenth Avenue, New Westminster by the Party of the Second Part of the dimensions specified in said agreement within ten (10) years from the date hereof the party of the first part shall be entitled to give notice to the party of the second part that the party of the first part will use the said Glen Brook Sewer and thereupon the party of the first part may connect with the said sewer and drain into it sewerage from the area specified in the agreement between the parties hereto dated 30th December, 1913, and to use the said sewer for the purposes mentioned in the said agreement.

Should the said sewer be completed within the time aforesaid and the party of the first part give to the party of the second part notice of intention to use the said Sewer the party of the first part shall pay to the party of the second part Fifty-five (55%) per cent of the cost of the said Sewer from Fraser River to Tenth Avenue the share of the party of the first part however not to exceed the sum of One Hundred and fifty thousand (\$150,000.00) Dollars, in half-yearly amortized instalments of principal and interest at 5% as will pay the principal in thirty (30) years from the date that the party of the first part gives notice to the party

of the second part of its intention to use the said sewer. The sum of Ten thousand three hundred and fifty-four dollars and thirty-two cents (\$10,354.32) paid by the party of the first part to the party of the second part on the Third day of November, 1913, shall thereupon be applied by the party of the second part on account of the first instalment of the share of the party of the first part of the cost of the said sewer. The party of the first part shall in addition pay to the party of the second part such proportion of the cost of maintenance of the said sewer from Fraser River to Tenth Avenue as may be agreed upon between the parties hereto or if the parties hereto cannot agree upon what is a fair proportion of the cost of maintenance that the party of the first part should bear, the share of the party of the first part of the cost of such maintenance shall be determined by arbitration under the "Arbitration Act".

IT IS FURTHER AGREED between the parties hereto respectively that if the party of the Second part does not complete and extend the said sewer to Tenth Avenue within ten (10) years from the date hereof, or if after completion and extension of the said Sewer to Tenth Avenue within the said period of Ten (10) years the party of the first part shall from any cause be prevented from using the said sewer, or if the Council of the Party of the First Part shall deem it undersirable to use the said Sewer and the notice of intention to use the said sewer as hereinbefore specified is not given within the time limited, then the party of the second part shall after the expiration of ten years from the date hereof refund and repay to the Party of the First Part without interest the sum of Ten thousand three hundred and fifty-four dollars and thirty-two cents (\$10,354.32) paid by the Party of the First Part to the Party of the Second Part on the 3rd day of November, 1914, in pursuance of and under the terms of the agreement between the parties hereto of the 30th day of December, 1913.

AND IT IS FURTHER AGREED between the parties hereto that

the party of the first part shall not be responsible or liable for any part of the cost of maintenance of the said Sewer or incident thereto until it shall have been completed and extended to Tenth Avenue and until the Party of the First Part shall have given notice to the party of the Second Part that the Party of the First Part desires to revive the said agreement and to use the said Sewer.

IN WITNESS WHEREOF the parties hereto respectively have caused their corporate seals to be hereto affixed under the hand of the Reeve and Clerk of Burnaby and the Mayor and Clerk of New Westminster.

A. K. McPherson
REEVE

Arthur P. Moore
CLERK

J. G. Smith
MAYOR

A. A. Lawson
CLERK

THIS AGREEMENT made in duplicate this
day of January in the year of our Lord One thousand nine
hundred and Twenty.

BETWEEN:

THE CORPORATION OF THE DISTRICT
OF BURNABY

OF THE FIRST PART

AND:

THE CORPORATION OF THE CITY OF
NEW WESTMINSTER

OF THE SECOND PART.

WHEREAS by agreement dated the 30th. day of
December, 1913, the parties hereto agreed upon a joint sewerage
scheme to provide sewerage accommodation for both municipalities
for the area shown upon the plan annexed to the said agreement.

AND WHEREAS the Party of the Second Part by said
agreement agreed to complete the same and have completed
on or before the first day of January 1918 (unless prevented
by strikes or other causes) a sewer from a point in the Fraser
River to a point on Tenth Avenue as shown on the plan annexed to
the said agreement.

AND WHEREAS by the Burnaby New Westminister Sewer
Amendment Act 1916 being Chapter 9 of the Statutes of B.C. 1916,
the time for completion of the works specified in said agreement
was extended until the said First day of January 1918.

AND WHEREAS by the Burnaby New Westminister Sewer
Act Amendment Act 1918, being Chapter 12 of the Statutes of British
Columbia, 1918, the time for completion of the work specified in the
said agreement was further extended until the 1st. day of January,
1920.

AND WHEREAS it was provided by the said Burnaby
New Westminister Sewer Act Amendment Act 1918, that it shall be

lawful for the parties to the said agreement by resolution of their respective councils from time to time to further extend the time for completion of the said works.

AND WHEREAS the parties hereto recognize that the Party of the Second Part has been unable to complete the said sewer aforesaid owing to causes beyond the control, of the Party of the Second Part and it has been agreed between the parties hereto that the time for completion by the Party of the Second Part of the said sewer as aforesaid shall be further extended until the first day of January 1921.

NOW THESE PRESENTS WITNESS that the Party of the First Part extends until the first day of January One thousand nine hundred and twenty-one the time for completion of the sewer aforesaid from the Fraser River to Tenth Avenue as shown on plan annexed to agreement made between the parties hereto dated the 30th. day of December, 1913.

The Parties hereto agree each with the other to pass a resolution of their respective councils to extend the time for completion of the said works in accordance with the terms hereof and to ratify and confirm this agreement.

SIGNED SEALED AND DELIVERED)
In the presence of)
)
)
)
)
)
)
)

SCHEDULE.

THIS AGREEMENT made in duplicate
the thirtieth day of December, One thousand nine hundred
and thirteen

BETWEEN :

THE CORPORATION OF THE DISTRICT OF BURNABY,
of the FIRST PART :

AND

THE CORPORATION OF THE CITY OF NEW WESTMINSTER,
of the SECOND PART :

WHEREAS the parties hereto have agreed upon a joint
sewerage scheme to provide sewerage accommodation for
both Municipalities for the area shown upon the plan
hereto annexed.

AND WHEREAS the Party of the Second Part has agreed to
construct the said sewer from the Fraser River to Tenth
Avenue as shown upon the said plan and to make the sewer
of a size sufficient to accommodate the sewerage require-
ments of the section of Burnaby shown on the said plan.

AND WHEREAS the acreage of Burnaby that will be benefit-
ted by the said sewer amounts to Six Hundred and eighty-
three (683) acres and the acreage of the City of New
Westminster that will be benefitted by the said sewer
amounts to Five Hundred and sixty-four (564) acres.

AND WHEREAS the Party of the Second Part has agreed to
pay the cost of the construction of the said sewer from
the Fraser River to Tenth Avenue as shown upon the said
plan which cost is estimated at Three Hundred and twenty-
six Thousand Dollars (\$326,000.00) less Fifty-five

Thousand Dollars (\$55,000.00) the value of Government labor.

AND WHEREAS the Party of the First Part has agreed to pay to the Party of the Second Part Fifty-five per cent. (55%) of the cost of the said sewer (the share however of the Party of the First Part not to exceed the sum of One Hundred and fifty thousand Dollars (\$150,000.00) in thirty (30) yearly payments that will be sufficient to pay the interest and sinking fund on the share of the Party of the First Part of the cost of the said sewer calculated upon the basis of thirty (30) years with interest at five (5%) per cent. half yearly.

AND WHEREAS the Party of the First Part has agreed to pay to the Party of the Second Part Fifty-five per cent. (55%) of the cost of maintenance of the said sewer.

NOW THESE PRESENTS WITNESSETH that the Party of the Second Part covenants and agrees with the Party of the First Part its successors and assigns that the Party of the Second Part will on or before the First day of June, one thousand nine hundred and fourteen, commence and prosecute to completion and have completed on or before the First day of January, one thousand nine hundred and sixteen (unless prevented by strikes or other causes) a sewer from a point on the Fraser River to a point on Tenth Avenue of the location approximately as shown on the plan hereto annexed, such sewer to be constructed of concrete pipes of a diameter of not less than fifty-four (54) inches at Tenth Avenue and Sixth Street.

AND the Party of the Second Part will construct lateral sewers from the said main sewer running from the main sewer to Tenth Avenue aforesaid as shown on said plan.

THE Party of the First Part its successors and assigns shall have the right to connect its drainage and sewerage over the area of six Hundred and eighty-three (683) acres as shown on the said plan with the said sewer and to drain into the said sewer surface water and ordinary sewerage and to use the said sewer both as a sanitary and storm sewer.

AND if it is found that the said sewer will provide sufficient fall to take sewerage from outside the boundaries of the said six Hundred and eighty-three (683) acres as shown upon the said plan the Party of the First Part may with the consent of the Engineer of the Party of the Second Part extend its sewerage works outside the said area.

THE Party of the Second Part covenants with the Party of the First Part that the said Main Sewer constructed by the Party of the Second Part and sewers constructed by the Party of the First Part to connect with the said Main Sewer shall be constructed under the joint supervision and to the mutual satisfaction of the Engineers of the Party of the First Part and of the Party of the Second Part.

THE Party of the First Part covenants with the Party of the Second Part its successors and assigns that the Party of the First Part will pay to the Party of the Second Part its successors and assigns after completion of the said sewer from Fraser River to Ninth Avenue fifty-five per cent. (55%) of the cost of the said sewer (the said fifty-five per cent. (55%) however not to exceed the sum of One Hundred and fifty Thousand Dollars (\$150,000.00) and such payment to be made in half-yearly payments on the Thirtieth days of June and December in each year as

will provide a sinking fund for payment of said sum in thirty (30) years with interest at five per cent. (5%) half-yearly.

AND the Party of the First Part covenants with the Party of the Second Part that the Party of the First Part will pay to the Party of the Second Part Fifty-five per cent. (55%) of the cost of maintenance of the said main sewer such payments to be made yearly on the thirtieth day of December in each year.

IN WITNESS WHEREOF the parties hereto have ~~hereunto~~ caused their Corporate Seals to be hereunto affixed.

"D. J. MCGREGOR"

Reeve. SEAL.

"ARTHUR G. MOORE"

Clerk.

"L. W. GRAY"

Mayor.

"W. L. DUNDAS"

SEAL.

Clerk.

NOTE :

The following is a description of the lands referred to in the plan annexed to the above agreement.

BURNARY -

Commencing at a point on the centre line of 10th Ave. at its intersection with the South boundary of Vancouver Road (Kingsway) thence along the South boundary of Vancouver Road (Kingsway) to its intersection with the continuation of the centre line of Walker St. thence N.W. along the continuation of the centre line of Walker St. for part of its length to the widening of same, thence

W. to the N.W. boundary of Walker Street, thence N.W. along the N.W. boundary of Walker Street to a point on the intersection of the continuation of a line 132 feet parallel to and distant from the N.E. boundary of Richmond Street, thence N.E. on a line parallel to and distant 132 feet from the N.E. boundary of Richmond Street to a point on the continuation of a line midway between Mary Ave. and Douglas Road, thence N.E. on a line midway between Mary Ave. and Douglas Road to a point on the N.W. boundary of Sub.Div. 11, fronting Edmonds Street, thence N.E. to the N.E. boundary of Douglas Road on a line parallel to Edmonds Road and following for the greater part of its length the S. boundaries of the subdivisions fronting Edmonds Street, thence N. to a point on the N.E. boundary of Douglas Road distant 132 feet from the N.W. corner of Wedgewood Street, thence N.E. on a line parallel to and distant 132 feet from the N.W. boundary of Wedgewood Street to a point on the continuation of the N.E. boundary of Sixth Street, thence N.E. to the N.E. boundary of Edmonds Street on the continuation of the N.E. boundary of Sixth Street, thence E. to a point on the N.E. boundary of Edmonds St. and distant 132 feet from the N.E. corner of 6th Street at its intersection with Edmonds Street, thence N.W. on a line parallel to and distant 132 feet from the N.E. boundary of 6th Street to a point on the continuation of the N.E. boundary of 17th Ave. thence N.E. on the N.E. boundary of 17th Ave. and its continuation to a point 132 feet N.E. from the N.E. corner of First St. at its intersection with 17th Ave., thence N.E. on a line parallel to and distant 132 feet from the N.E. boundary of 1st Street to a point on the N.E. boundary of 15th Ave., thence N.E. along the N.E. boundary of 15th Ave. to a point 132 feet N.E. from the N.E. boundary of Newcomb Street, thence N.E. on a line parallel to and

distant 132 feet from the S.W. boundary of Newcomb Street to a point on the continuation of a line parallel to and distant 132 feet from the N.W. boundary of Armstrong Ave., thence N.E. on a line and continuation thereof parallel to and distant 132 feet from the N.W. boundary of Armstrong Ave. to a point on the S.E. boundary of Goldcutt Street, thence S.E. to a point on the S.E. boundary of Armstrong Ave., thence S.W. to a point on the centre line of Goldcutt Street, thence S.E. along the continuation of the centre line of Goldcutt Street to its intersection with 10th Ave., thence S.W. along the centre line of 10th Ave. to the point of commencement.

NEW WESTMINSTER -

Commencing at the east corner of the intersection of 10th Ave. and 8th Street, thence S.W. along the S.W. boundary of 8th Street to the S. corner of the intersection of 8th Ave. and 8th Street; thence S.E. along S.W. boundary of 8th Ave. to the W. corner of the intersection of 8th Ave. and 6th Street, thence S.W. to the S. corner of the intersection of 8th Ave. and Sixth Street, thence S.E. along the S.E. boundary of 8th Ave 214.5 feet, thence S.W. 528 feet parallel to 6th Street, thence S.E. 577.5 feet along a line parallel to 7th Ave., thence S.W. along the S.W. boundary of 4th St. to the S. corner of the intersection of 7th Ave. and 4th Street, thence S.E. along the S.E. boundary of 7th Ave. 126 feet, thence S.W. parallel to 4th Street 130 feet, thence S.E. parallel to 7th Ave. 300 feet, thence S.W. parallel to 4th Street 130 feet, thence S.E. along the S.W. boundary of Princess Street 120 feet, thence S.W. parallel to 4th Street 171 feet, thence S.E. parallel to 6th Ave. 60 feet, thence S.W. parallel to 4th Street 130 feet, thence S. to the E. corner of the intersection of 6th Ave. and 3rd St., thence

N.E. along the N.E. boundary of 6th Ave. Sixty-six (66) feet, thence S.E. parallel to 3rd Street 792 feet, thence S.E. parallel to 5th Ave. to the West corner of the intersection of Elgin and Second St., thence S.W. along the S.W. boundary of 2nd St. 66 feet, thence S.E. parallel to 5th Ave. 231 feet, thence S.E. parallel to 2nd Street 66 feet, thence S.E. along N.E. boundary of Elgin Street 264 feet, thence S.E. parallel to 1st Street 165 feet, thence N.E. along the N.W. boundary of St. Patrick's Street to the West corner of the intersection of St. Patrick's Street and 1st Street, thence E. to a point on the E. side of McBride Boulevard, 1507 feet from the E. corner of the intersection of 6th Ave. and McBride Boulevard, thence S.E. along S.E. boundary of McBridg boulevard 638 feet, thence E. to the intersection of Columbia Street and Glen Brook, thence N. to a point on the S. boundary of Cumberland St. 642 feet from the West corner of the intersection of Cumberland and Columbia Streets, thence W. along the South boundary of Cumberland St. 1530 feet, thence N. to the N. corner of the S.W. intersection of Harvey and Cumberland Streets, thence N.W. on the N.E. boundary of Cumberland St. 61.41 feet, thence N. parallel to Harvey Street 98.7 feet, thence W. parallel to Dixon Street 55.25 feet, thence N. parallel to Harvey St. 107 feet, thence W. parallel to Dixon Street 165.72 feet, thence N. parallel to Harvey Street 107 feet, thence W. along the S. boundary of Dixon Street to the South corner of the W. end of Dixon Street, thence N.W. to a point on the S.E. boundary of Lot 12, 150 feet from the intersection of said boundary and Cumberland Street, thence N.E. along the said boundary 167 feet, thence N. along said boundary 354.86 feet, thence N.W. on said boundary 155.1 feet to a junction of the said boundary with 7th Ave., thence E. 64.83 feet, thence N. 72.92 feet, thence N.E. along a line parallel to Shiles Street 283.32 feet,

thence E to the W. corner of the S. end of lane parallel to Munday Street, thence N. along the W. boundary of said lane to the W. corner of the intersection of the said lane with Shiles Street, thence W. along the S. boundary of Shiles Street 42 feet, thence S.W. along the S.E. boundary of Shiles St. to a point midway between Duke Street and McKay Street, thence E.W. parallel to McKay Street 366.75 feet to a point on the N.W. boundary of the lane parallel to 8th Ave. 131.6.ft. from the N. corner of the intersection of said lane with Duke Street, thence N.W. parallel to Duke Street 120 feet, thence N.E. along the S.E. boundary of 8th Ave. to the S. corner of the intersection of 8th Ave. and McKay Street, thence E.W. to the W. corner of the intersection of 8th Ave. and William Street, thence S.E. along the S.W. boundary of William Street to the S. corner of the intersection of Water Street and William Street, thence N. to the W. corner of the intersection of Water Street and William Street, thence E.W. along the S.E. boundary of William Street to the S. corner of the intersection of 10th Ave. and William St. thence N.E. along the S.W. boundary of 10th Ave. to the E. corner of the intersection of 10th Ave. and William Street, thence S.W. along the S.E. boundary of William Street 130.6 feet, thence S.E. parallel to 10th Ave. 254 feet, thence N.W. parallel to William Street 166.23 feet to the centre line of 10th Ave., thence S.W. along the centre line of 10th Ave. to the intersection of said centre line with the N.E. boundary of 8th Street, thence S.E. 33 feet to the point of commencement.

"BUREAU OF THE ..."

APR 1914"

MO. J. ...

T H I S A G R E E M E N T made in duplicate this 7th
day of January in the year of our Lord One thousand nine hundred
and eighteen,

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY
of the FIRST PART

AND

THE CORPORATION OF THE CITY OF NEW WESTMINSTER
of the SECOND PART

WHEREAS by agreement dated the 30th day of December, 1913, the
parties hereto agreed upon a joint sewerage scheme to provide
sewerage accommodation for both municipalities for the area shown
upon the plan annexed to the said agreement.

AND WHEREAS the Party of the Second Part by said agreement agreed
to prosecute to completion and have completed on or before the
first day of January 1916, (unless prevented by strikes or other
causes) a sewer from a point in the Fraser River to a point on
Tenth Avenue as shown on the plan annexed to the said agreement

AND WHEREAS by the Burnaby New Westminister Sewer Amendment Act 1916
being Chapter 9 of the Statutes of B.C. 1916 the time for completion
of the works specified in said agreement was extended until the
said First day of January 1918

AND WHEREAS the parties hereto recognize that the Party of the
Second Part has been unable to complete the said sewer aforesaid
owing to causes beyond the control of the Party of the Second Part
and it has been agreed between the parties hereto that the time for
completion by the Party of the Second Part of the said sewer as
aforesaid shall be further extended until the first day of January
1920

NOW THESE PRESENTS WITNESS that the Party of the First Part extends until the first day of January one thousand nine hundred and twenty, the time for completion of the sewer aforesaid from the ~~Fraser River~~ Fraser River to Tenth Avenue as shown on plan annexed to agreement made between the parties hereto dated the 30th day of December, 1913

IN WITNESS WHEREOF the parties hereto have caused their corporate seals to be hereto affixed under the hands of their proper officers.

SIGNED SEALED AND DELIVERED)

in the presence of

J. J. Thomas

Hugh B. Moore

Charles E. Moore Reeve
Clerk.

A. W. Gray

mayor

W. A. Duncan
city clerk

THIS AGREEMENT made in duplicate
the *Twenty fifth* day of April in the year of our Lord
one thousand nine hundred and sixteen

BETWEEN :

THE CORPORATION OF THE DISTRICT OF BURNABY,

of the FIRST PART :

A N D

THE CORPORATION OF THE CITY OF NEW WESTMINSTER,

of the SECOND PART :

WHEREAS by agreement dated the 30th day of December, 1913,
the parties hereto agreed upon a joint sewerage scheme to
provide sewerage accommodation for both municipalities
for the area shown upon the plan annexed to the said
agreement,

AND WHEREAS the Party of the Second Part by said agreement
agreed to prosecute to completion and have completed on or
before the first day of January, 1915, (unless prevented
by strikes or other causes) a sewer from a point in the
Fraser River to a point on Tenth Avenue as shown on the
plan annexed to the said agreement,

AND WHEREAS the parties hereto recognize that the Party
of the Second Part has been unable to complete the said
sewer aforesaid owing to causes beyond the control of the
Party of the Second Part and it has been agreed between the
parties hereto that the time for completion by the Party
of the Second Part of the said sewer as aforesaid shall be
extended until the first day of January, 1918.

NOW THESE PRESENTS WITNESS that the Party of the First Part extends, until the first day of January one thousand nine hundred and eighteen, the time for completion of the sewer aforesaid from the Fraser River to Tenth Avenue as shown on plan annexed to agreement made between the parties hereto dated the 30th. day of December, 1913.

IN WITNESS WHEREOF the parties hereto have caused their corporate seals to be hereto affixed under the hands of their proper officers.

SIGNED AND SEALED AND DELIVERED)
in the presence of :

Neq B. M. Fraser Rescue
Arthur G. Moore Clark

W. Gray
Mayor

W. A. Duncan
City Clerk



T H I S A G R E E M E N T made in duplicate
the Thirtieth day of December one thousand nine hundred
and thirteen

BETWEEN :

THE CORPORATION OF THE DISTRICT OF BURNABY,
of the FIRST PART :

A N D

THE CORPORATION OF THE CITY OF NEW WESTMINSTER,
of the SECOND PART :

WHEREAS the parties hereto have agreed upon a joint
sewerage scheme to provide sewerage accomodation for
both Municipalities for the area shown upon the plan
hereto annexed.

AND WHEREAS the Party of the Second Part has agreed to
construct the said sewer from the Fraser River to Tenth
Avenue as shown upon the said plan and to make the sewer
of a size sufficient to accomodate the sewerage require-
ments of the section of Burnaby shown on the said plan.

AND WHEREAS the acreage of Burnaby that will be benefit-
ted by the said sewer amounts to Six Hundred and eighty-
three (683) acres and the acreage of the City of New
Westminster that will be benefitted by the said sewer
amounts to Five Hundred and sixty-four (564) acres.

AND WHEREAS the Party of the Second Part has agreed to
pay the cost of the construction of the said sewer from
the Fraser River to Tenth Avenue as shown upon the said
plan which cost is estimated at Three Hundred and twenty-

six Thousand Dollars (\$326,000.00) less Fifty-five Thousand Dollars (\$55,000.00) the value of Government labor.

AND WHEREAS the Party of the First Part has agreed to pay to the Party of the Second Part Fifty-five per cent. (55%) of the cost of the said sewer (the share however of the Party of the First Part not to exceed the sum of One Hundred and fifty Thousand Dollars (\$150,000.00) in thirty (30) yearly payments that will be sufficient to pay the interest and sinking fund on the share of the Party of the First Part of the cost of the said sewer calculated upon the basis of thirty (30) years with interest at five per cent. (5%) half-yearly.

AND WHEREAS the Party of the First Part has agreed to pay to the Party of the Second Part Fifty-five per cent. (55%) of the cost of maintenance of the said sewer.

NOW THESE PRESENTS WITNESS that the Party of the Second Part covenants and agrees with the Party of the First Part its successors and assigns that the Party of the Second Part will on or before the First day of June, one thousand nine hundred and fourteen, commence and prosecute to completion and have completed on or before the First day of January, one thousand nine hundred and sixteen, (unless prevented by strikes or other causes) a sewer from a point on the Fraser River to a point on Tenth Avenue of the location approximately as shown on the plan hereto annexed, such sewer to be constructed of concrete pipes of a diameter of not less than fifty-four (54) inches at Tenth Avenue and Sixth Street.

AND the Party of the Second Part will construct lateral sewers from the said main sewer running from the main

sewer to Tenth Avenue aforesaid as shown on said plan.

THE Party of the First Part its successors and assigns shall have the right to connect its drainage and sewerage over the area of Six Hundred and eighty-three (683) acres as shown on the said plan with the said sewer and to drain into the said sewer surface water and ordinary sewerage and to use the said sewer both as a sanitary and storm sewer.

AND if it is found that the said sewer will provide sufficient fall to take sewerage from outside the boundaries of the said Six Hundred and eighty-three (685) acres as shown upon the said plan the Party of the First Part may with the consent of the Engineer of the Party of the Second Part extend its sewerage works outside the said area.

THE Party of the Second Part covenants with the Party of the First Part that the said Main Sewer constructed by the Party of the Second Part and sewers constructed by the Party of the First Part to connect with the said Main Sewer shall be constructed under the joint supervision and to the mutual satisfaction of the Engineers of the Party of the First Part and of the Party of the Second Part.

THE Party of the First Part covenants with the Party of the Second Part its successors and assigns that the Party of the First Part will pay to the Party of the Second Part its successors and assigns after completion of the said sewer from Fraser River to Tenth Avenue Fifty-five per cent. (55%) of the cost of the said sewer (the said fifty-five per cent. (55%) however not to exceed the sum

of One Hundred and fifty thousand Dollars (\$150,000.00) and such payment to be made in half-yearly payments on the Thirtieth days of June and December in each year as will provide a sinking fund for payment of said sum in thirty (30) years with interest at Five per cent. (5%) half-yearly.

AND the Party of the First Part covenants with the Party of the Second Part that the Party of the First Part will pay to the party of the Second Part Fifty-five per cent. (55%) of the cost of maintenance of the said main sewer such payments to be made yearly on the Thirtieth day of December in each year.

IN WITNESS WHEREOF the parties hereto have caused their Corporate seals to be hereunto affixed.

SIGNED SEALED AND DELIVERED)
in the presence of :



[Signature]
Reeve
William G. Moore Clerk

[Signature]
Mayor

[Signature]
City Clerk