



CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 462. 462-546/100

A BY-LAW to authorise the execution of an agreement with the Union Oil Company of Canada, Limited.

THE MUNICIPAL COUNCIL of the Corporation of the District of Burnaby ENACTS AS FOLLOWS:-

1. Authority is hereby given to the Reeve and Clerk of the Corporation of the District of Burnaby to sign, execute and affix the corporate seal to and give delivery to the Union Oil Company of Canada Limited therein named of an agreement between the Corporation of the District of Burnaby and the said Union Oil Company of Canada Limited all to the extent on the terms and in the manner set forth in the said agreement a copy whereof is hereto annexed and that all as an act and deed of the said Corporation.

2. This By-law may be cited as "UNION OIL COMPANY OF CANADA LIMITED WATER AGREEMENT BY-LAW 1925"

DONE AND PASSED in Open Council this Fourth (4th) day of May, 1925.

RECONSIDERED AND FINALLY PASSED this Eleventh (11th) day of May, 1925.

Alphonse
Reeve.

Arthur G. Moore
Clerk.

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 Eleventh day of May, 1925.

Arthur G. Moore
Clerk.



THIS AGREEMENT made the 28th day of May, one thousand nine hundred and twenty-five,

BETWEEN

THE CORPORATION OF THE DISTRICT
OF BURNABY, hereinafter called
the "Municipality"

OF THE FIRST PART:

A N D

UNION OIL COMPANY OF CANADA, Limited,
of No. 402 Pender Street West in the
City of Vancouver, Province of British
Columbia, hereinafter called the "Company"

OF THE SECOND PART:

WHEREAS the Company has purchased certain property in the Municipality of Burnaby, namely, part of District Lot Thirty-one (31) and proposes to erect thereon an oil refinery and storage plant for gasoline, oil and other like products.

AND WHEREAS the water works system of the Municipality at present terminates at a point on the Barnet Road about one mile distant from the boundary line of the said property so purchased by the Company:

AND WHEREAS the Municipality has agreed with the Company to extend its waterworks system to the extent of installing a six inch water main so as to serve the said property of the Company, subject to the terms and conditions hereinafter expressed.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the Municipality extending its waterworks system so as to supply the Company with all the water that the Company may require in connection with the operation of the oil refinery and other works, plant and buildings to be erected on the said property, insofar as the same may be done by the installation of a six inch water main the said Company agrees to advance to the

Municipality the cost of the construction and installation of a six inch water main from the eastern end of the present main on the Barnet Road to the property of the Company, not exceeding the sum of Five thousand five hundred (\$5,500.00) Dollars which sum the Municipality covenants with the Company to repay by supplying water to the oil refinery, works, plant and buildings to be erected by the Company on the property.

THE MUNICIPALITY further covenants with the Company that it will construct the said six inch water main from the eastern end of the present main on the Barnet Road to the property of the Company and subject to unavoidable delays will complete the same within six (6) months after it has received notice from the Company to start construction.

THE COMPANY covenants with the Municipality to pay the said sum of Five thousand five hundred (\$5,500.00) Dollars to the Municipality at the time the Company gives notice to the Municipality to commence construction.

SUBJECT to breakdowns and other causes beyond its control the Municipality covenants with the Company to supply the Company with water at its oil refinery, works, plant and other buildings above referred to, by means of said six inch main, and to allow credit to the Company for water used by the Company on said property from said six inch main until the total sum advanced by the Company is thus accounted for, subject to the provisions hereinafter contained.

THE COMPANY covenants with the Municipality that it will use sufficient water to offset the amount so advanced and any interest allowed thereon as hereinafter provided within five years from completion of said main, it being mutually agreed that the regular rates chargeable for the water supplied will be charged, such rates, however, to be no higher than the lowest rates charged to other consumers of like quantity. If water to

the value of the amount advanced by the Company to the Municipality for the construction of the said main and any interest allowed thereon has not been used by the Company within the said period of five years, the balance of money remaining in the hands of the Municipality to the credit of the Company shall be forfeited to and retained by the Municipality.

THE COMPANY covenants with the Municipality to pay the cost of installation of a meter sufficient to record the Company's consumption of water from said six inch main.

IT IS MUTUALLY AGREED by and between the parties hereto that if at any time the Municipality is unable for any reason to supply the Company with water, then the said period of five years shall be extended by the period of time during which the Company is so without water.

THE MUNICIPALITY agrees with the Company that it will allow the Company interest at the rate of four (4) percent per annum upon any and all moneys advanced by the Company to the Municipality hereunder while unexpended hereunder.

WITNESS the corporate seal of each of the parties hereto and the signatures of their respective officers below named.

SIGNED SEALED AND DELIVERED)

in the presence of:

E. Gallock

R. McLean *Reeve*
Arthur E. Hone *Clerk*
Union Oil Company of Canada, Limited
W. H. Hume
PRESIDENT
John W. Hume
SECRETARY

DATED MAY, 1925.

CORPORATION OF THE DISTRICT
OF BURNABY

AND

UNION OIL COMPANY OF CANADA
LIMITED.

AGREEMENT RE WATER MAIN

J. E. McMullen