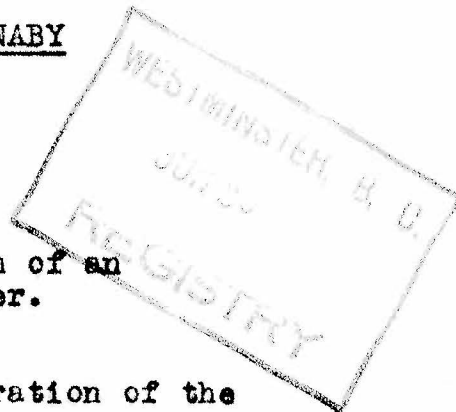


CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 465

A BY-LAW to authorise the execution of an agreement with the City of Vancouver.



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 City of Vancouver therein named of an agreement between the Corporation of the District of Burnaby and the said City of Vancouver 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 "CITY OF VANCOUVER WATER SUPPLY AGREEMENT BY-LAW, 1925".

DONE AND PASSED in Open Council this First (1st) day of June, 1925.

RECONSIDERED and FINALLY PASSED this Eighth (8th) day of June, 1925.



Reeve
Acting 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 Eighth (8th) day of June, 1925.

Arthur G. Moore
Clerk.

AGREEMENT made in duplicate and entered into this Ninth (9th) day of June, in the year of our Lord, one thousand nine hundred and twenty five (A.D. 1925),

BETWEEN:

CITY OF VANCOUVER, hereinafter called the
"City"
OF THE FIRST PART.

AND

THE CORPORATION OF THE DISTRICT OF BURNABY
(Hereinafter called the "District")
OF THE SECOND PART.

WHEREAS the parties hereto are mutually interested and desirous of co-operating in developing and extending the waterworks system for the supply of water to the residents and business interests of Greater Vancouver and, in particular, to provide for the future requirements in that behalf of the parties hereto:

AND WHEREAS the City has agreed to supply, and the District has agreed to purchase from the City, such quantity or quantities of water as may from time to time be required by the District on the terms and conditions of this Agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that, in consideration of the premises, and of the terms, covenants, and conditions hereinafter contained, the parties hereto, insofar as they and each of them are thereunto enabled, mutually covenant and agree as follows:

1. In consideration of the terms and conditions of this agreement, the District agrees to withdraw all opposition to the City's application for further storage rights on Burwell Lake or any future application for further similar rights or records on the part of the City at any time which

may hereafter be made as necessary or incidental to the development of the City's waterworks system, and the District further covenants and agrees to co-operate with and assist the City in any such application in future.

2. The City agrees to provide or furnish to the District an adequate supply of water to satisfy the future requirements of the District from time to time as the same may arise on the terms and conditions hereof; such water to be supplied by the City to the District at a price based on the principle of service at cost, such price to be fixed by mutual agreement between the City and the District, revisable annually; and failing such mutual agreement, such price shall be fixed by arbitration pursuant to the provisions of the "Arbitration Act" of British Columbia in that behalf. Such arbitrator shall be a competent expert, and shall be appointed by a Supreme Court Judge on application of the parties hereto. And it is hereby further agreed that any other matter in dispute which may from time to time arise between the parties hereto respecting either the construction of this agreement or any matter or matters incidental thereto shall be submitted to arbitration in like manner as aforesaid.

3. The price at which such water shall be supplied or furnished to the District shall be fixed as at the point of delivery on and from the City's system.

4. The price to be paid for such water shall be at the actual cost of such service necessarily incurred to supply and make provision for same, having regard to the financial requirements and obligations in respect thereof; and such price or service at cost shall be arrived at after

provision shall have been made for the cost of maintenance and operation, for interest on actual capital invested in such system, and for necessary sinking fund or sinking funds in respect thereof, and for reasonable reserve for contingencies, renewals, and maintenance for such waterworks system, all of which matters shall be taken into account in arriving at the cost of such service, and shall be properly and efficiently allocated accordingly.

5. The City shall install, construct, and develop from time to time the necessary system or extensions to the system to furnish an adequate supply of water pursuant to the terms hereof; and the City shall finance the development of such system from time to time as the necessity therefor shall arise; and shall have exclusive control and management of such system, it being understood and agreed that the City, however, shall not exercise any control or management of the District's own system of distribution within the limits of the area of such District.

6. The obligation of the City to furnish the District with such adequate supply of water hereunder shall be at all times subject to:

(a) Reasonable notice being given by the District to the City from time to time as future requirements shall arise, such notice to be reasonably sufficient to permit the City time to make the necessary developments or extensions to its system, having regard to the time required for necessary financing and surveying and, generally, for constructing and carrying out the necessary details in respect of such engineering problems in order to complete any necessary developments or extensions to the present system, as the same may from time to time be required, in accordance with the demands of the District for any such extra service, and, in any event, two years' notice shall be deemed to be sufficient and reasonable;

(b) At all times to legal requirements and obligations of the City respecting restrictions on the exercise of borrowing powers for the raising of capital moneys for new expenditures on its system, including ratification or confirmation by the electors.

(c) At all times to the source of supply of such water being itself adequate and available for the general needs of the municipalities, including the parties hereto, dependent upon or utilizing the North shore Watershed as a source of general supply.

7. The District shall be expected, and is hereby required, and hereby agrees and undertakes, to take the amount of any increased supply of water in respect of which the District may from time to time request or demand the City to make the necessary provision for such supply.

8. In case of any shortage or deficiency from time to time in the water supply due to any cause whatsoever, the supply shall be allocated pro rata on the basis of consumption of the municipalities obtaining at the time then utilizing the same, so that no discrimination in supply may occur as between the parties hereto or otherwise insofar as the same may be practicable.

9. The City agrees to develop and extend its general waterworks system from time to time to meet the reasonable needs and requirements of the City and District, subject to the terms and conditions of this agreement.

10. It is expressly understood and agreed between the parties hereto that nothing in these presents shall affect or vary the agreement now existing between the City

and the District respecting water-supply, which said agreement bears date June 5th. 1911.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and date first above written.

Louis Daylor
MAYOR

Wm. McQueen
CITY CLERK

C. Sumner
ACTING REEVE

Arthur G. Moore
CLERK.