

CORPORATION OF THE DISTRICT OF BURNABY

APPROVED
88
SOLICITOR

BY-LAW NO. 517.

A BY-LAW to authorise the execution of an Agreement
with British Columbia Gas Company, Limited.

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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 British Columbia Gas Company,
Limited therein named of an agreement between the
Corporation of the District of Burnaby and the said
British Columbia Gas Company 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 "BRITISH COLUMBIA GAS
COMPANY LIMITED AGREEMENT BY-LAW 1926."

DONE AND PASSED in Open Council this Twelfth (12th)
day of April, A.D. 1926.

RECONSIDERED and FINALLY PASSED this Nineteenth (19th)
day of April, A.D. 1926.


REEVE


CLERK.



THIS AGREEMENT made the *Nineteenth* (19) day of *April* 1926.

BETWEEN:

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

OF THE FIRST PART:

AND:

BRITISH COLUMBIA GAS COMPANY, LIMITED,
hereinafter called the "Company",

OF THE SECOND PART:

WHEREAS Sub-section 105, of Section 54, of the Municipal Act, provides that the Corporation shall have power to license and regulate any Gas Company and to authorise the use of the public highways by such Company.

AND WHEREAS the Company has applied to the Corporation for authority to enter upon and construct, lay down, operate and maintain under the streets and lanes, and other public places in the Municipality of Burnaby, a system of mains and pipes for the purpose of conveying gas into and through the said Municipality and for distributing gas to consumers within the said Municipality and to operate the business connected therewith, which authority the Corporation has agreed to grant on the terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

that in pursuance of the premises and the powers vested in the Corporation by the above recited Municipal Act, and all other powers on that behalf the Corporation enabling, it is hereby mutually agreed and declared as follows:-

1. The Corporation does hereby grant authority to the Company to enter upon, construct, lay down, operate and maintain under the streets and lanes, and other public places in the Municipality of Burnaby, over which the Corporation has control, a system of mains and pipes for the purpose of conveying gas into and through the said Municipality and for distributing gas to consumers within the said Municipality and to operate the business connected therewith, and to re-enter upon such streets and lanes, and other public places from time to time as may be necessary for the purpose of repairing, operating maintaining or removing such mains and pipes or any part of same.

2. Before laying down such mains or pipes, the Company shall file with the Engineer of the said Corporation detailed plans and specifications showing the size and dimensions of same and the mains and pipes shall not be laid down, except in such places as may be approved of by the Engineer of the said Corporation.

3. In constructing and laying down the system the Company shall not make any excavation, in any street, lanes or other public place for a distance exceeding one block at a time, unless the Company has received the written consent of the said Municipal Engineer to make such excavations; and the Company shall, before commencing the work of any excavation, give to the Municipal Engineer five days notice in writing of its intention to proceed with such work, and when the work thereon shall have been commenced it shall be proceeded with to completion so far as practicable without intermissions or delays and as rapidly as the same can be carried on with due regard to the proper and efficient construction of the same. When the work has been completed upon each block or lane the Company shall without unnecessary delay commence the removal of

all earth, gravel, dirt, debris or other material which shall have been put upon the street, lane or other public place and shall remove the same completely so far as it is possible to do and shall put such street, lane or other public place in as good a state of repair and condition as they were before the commencement of the work.

4. After the mains and pipes have been installed and put in working order in case of any accident to the plant causing an interruption to the service, the company shall have the right without notice to the Corporation to enter upon any street, lane, alley, square or other public place with such servants, workmen, or plant, as it may require for the purpose of making repairs. PROVIDED HOWEVER, that such repairs shall be done in an efficient and proper manner and without unnecessary or undue damage to the property of the Municipality or any other person, and shall be proceeded with to completion as rapidly as possible, and such street, lane, alley, square or other public place shall forthwith so far as it is possible to do so, be put and left in equally as good a state of repair or condition as it was before the commencement of the work of making such repairs.

5. The mains and pipes shall be laid in such manner as not to interfere with any public or private sewer or any other pipe belonging to the Corporation or with any other pipe, conduit duct, manhole or system which shall have been laid down in any street, lane, alley, square or other public place under the permission of the Corporation or by virtue of any charter granted by competent authority.

6. The Company hereby covenants and agrees that in the work of construction, operation, maintenance and repair of the gas system, the Company will in no wise destroy or

damage the property of the Corporation or of any Corporation firm or person except as it is by the terms hereof expressly authorized to do and that in any event it will if and so often as any such damage is done to the property of the Corporation or any other Corporation firm or person, proceed immediately and at its own costs and charges to repair the same in such manner as to leave the same in as good repair as it was prior to the doing of such damage, and to indemnify and save harmless the Corporation, firm or person against the Corporation arising out of such work of construction, operating, maintenance and repair.

7. The Company agrees to expend within one year from the date of the execution of this agreement a sum of not less than \$50,000.00 in the construction of the said gas system within the said Municipality, and further agrees that after the expiration of said year it will give service to any building in the Municipality in respect of which service is applied for, provided such building is located on land abutting on a graded road and such service will not require an extension of the Company's then existing mains for a distance of more than 75 feet along a graded road, and provided the applicant pays the Company its standard connection charges for connecting such building with any main so extended. The Company further agrees to continue during the currency of this agreement the business of supplying gas to the residents of the said Municipality in the territory in which any mains and pipes are laid under the terms of this agreement.

8. The Company further agrees that until such time as the annual consumption of gas within the said Municipality amounts to more than fifty (50) million cubic feet its rates to consumers of gas within the Municipality will not exceed by more than fifteen Cents (15¢) per thousand cubic

feet the rates charged from time to time during such period by the Vancouver Gas Company, Limited Liability to consumers of gas in like quantities and for like purposes within the City of Vancouver, and that after such annual consumption is reached and until the annual consumption amounts to more than sixty (60) million cubic feet the Company's rates to consumers of gas within the Municipality will not exceed by more than ten Cents (10¢) per thousand cubic feet the rates charged from time to time during such period by the Vancouver Gas Company Limited Liability to consumers of gas in like quantities and for like purposes within the City of Vancouver, and that after such annual consumption of sixty (60) million cubic feet has been reached its rates to consumers of gas within the Municipality shall not exceed by more than Five Cents (5¢) per thousand cubic feet of gas the rates charged from time to time during such period by the Vancouver Gas Company, Limited Liability to consumers of gas in like quantities and for like purposes within the City of Vancouver, and further agrees that in the event of the Company supplying gas to consumers in New Westminster, through any pipes laid in the Municipality of Burnaby under this agreement that the Company's rates to consumers of gas within the Municipality will not during such period of supply exceed the Company's rates charged from time to time during such period to consumers of gas supplied by the Company in like quantities and for like purposes within the City of New Westminster. Subject however, at all times to a monthly minimum charge of Fifty Cents (50¢) per meter, and a monthly meter rental of Twenty-five Cents (25¢) per meter.

9. At the expiration of thirty years (30) from the date of this agreement the Corporation may upon giving at least twelve (12) months written notice prior to the expiration of said period of thirty (30) years, of its intention so to do,

assume ownership of the whole of the gas system of the Company in the Municipality of Burnaby, together with all the real or personal property of the Company situate within the said Municipality and actually used or to be used in the operation of the gas system, upon payment being made to the Company by the Corporation of the value thereof as a going concern, such value to be mutually agreed upon between the Corporation and the Company and in case of failure to agree then such value shall be determined by arbitration pursuant to the provisions of the Arbitration Act of British Columbia. It is however, understood and agreed, by and between the parties hereto, that the Corporation shall not be called upon to pay for more real and personal property not actually in use in the said operation than is reasonably necessary for the operation and maintenance of said gas system. AND provided further that the said right of purchase shall be deemed to and be applicable only to any gas system constructed by the Company under the streets, lanes, and other public places in the Municipality over which the Corporation has control.

10. The Corporation shall have six months after the value is finally determined on to complete the purchase, provided however, until the purchase is completed the Company shall be entitled to retain possession of the said gas system and property and to operate same and to retain all the profits derived therefrom.

11. In the event of the Corporation failing to exercise the right to assume the ownership of the said gas system and property, as herein provided, then the Corporation shall have a similar right to purchase at the end of each period of ten years, the said purchase to be in the manner and on the terms set out in clause 9 hereof.

12. It is hereby mutually agreed by and between the parties hereto and this agreement is made upon the distinct

and express understanding that nothing herein contained shall be deemed or construed as a grant to the Company of the exclusive right to the privileges herein contained and that the Corporation shall be at liberty at any time it may desire to grant the same or similar privileges to any other person, persons or Corporations.

13. This agreement shall endure to the benefit of and be binding upon the parties hereto as well as their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals by the proper officers duly authorized in that behalf the day and year first above written.

SIGNED, SEALED and DELIVERED
in the presence of:

W. H. McLean Reeve
Arthur G. Moore Clerk

W. H. McLean }
Arthur G. Moore } Directors
J. H. Munroe Secretary