

CORPORATION OF THE DISTRICT OF BURNABY.

BY-LAW NO. 566.

A By-law to authorize an Agreement between Greater Vancouver Water District and the Corporation of the District of Burnaby.

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 Greater Vancouver Water District therein named of the Agreement between the said Greater Vancouver Water District and the said Corporation of the District of Burnaby providing that the said Corporation of the District of Burnaby be added to and form part of the Greater Vancouver Water District pursuant to Section 82 of the "Greater Vancouver Water District Act", Chapter 22 of the Statutes of British Columbia 1924 on the terms and conditions set forth in the said Agreement a copy of which is herunto annexed and that all as an act and deed of the said Corporation of the District of Burnaby.

(2). This Bylaw shall take effect on registration thereof as provided in section 178 of the "Municipal Act".

(3). This Bylaw before the final passing thereof shall receive the assent of the Electors of the Municipality of Burnaby in manner required by law.

(4). This Bylaw may be cited as "GREATER VANCOUVER WATER DISTRICT AGREEMENT BYLAW 1926".

DONE AND PASSED in open Council this twenty-eighth day of December, A. D. 1926.

RECEIVED THE ASSENT OF THE ELECTORS this fifteenth day of January, A. D. 1927.

RECONSIDERED AND FINALLY PASSED this twentieth day of January A. D. 1927.



A. M. Cheam
REEVE

Arthur G. Moore
CLERK

I, Arthur G. Moore, Clerk to the Municipal Council of the Corporation of the District of Burnaby hereby certify the foregoing to be a true copy of a Bylaw passed by the Municipal Council on the twentieth day of January, 1927.

Arthur G. Moore

Clerk.

W.G.M.
THIS AGREEMENT made this *Twentieth*
day of *January* in the year of Our Lord one thousand nine
hundred and twenty-six: - *Seven*.

BETWEEN:

GREATER VANCOUVER WATER DISTRICT

(hereinafter called the "CORPORATION")
of the First Part;

AND

THE CORPORATION OF THE DISTRICT OF BURNABY

(hereinafter called the "MUNICIPALITY")
of the Second Part;

WHEREAS under and by virtue of the "Greater Vancouver Water District Act", being Chapter 22 of the Statutes of British Columbia, 1924, there has been created and constituted a body corporate and politic under the name of the "Greater Vancouver Water District", with the objects, powers and mode of management set forth in that "Act";

AND WHEREAS under the Powers contained in Section 82 of the said "Act", the Municipality has applied to the Corporation to be added to the Greater Vancouver Water District, upon such terms and conditions as may be mutually agreed upon between the Corporation and the Municipality;

AND WHEREAS the Municipality heretofore has entered into certain contracts and agreements with the Corporation of the City of Vancouver with regard to the storage and supply of water, and such contracts and agreements have been taken over by the Corporation;

NOW THIS INDENTURE WITNESSETH that in pursuance of and in consideration of the premises and the mutual covenants and agreements of the parties hereto hereinafter contained, IT IS AGREED by and between the parties hereto, as follows:-

1- The Municipality shall, from and after the coming into effect of this Agreement, be added to and form a part of the Greater Vancouver Water District.

2- All Agreements existing between the Municipality and the City of Vancouver respecting the storage and supply of water which have been assumed by the Corporation as aforesaid, shall, from the date of the coming into effect of this Agreement be cancelled, and shall become null and void and of no effect, and thereupon all the rights, title, interest and equity of the parties thereto, arising out of or derived from the said Agreements or any of them, and all liabilities and obligations of the said parties thereunder shall cease and be determined.

3- The Corporation will undertake the construction of a supply pipe line from an intake at Seymour Falls, to be completed on or before the first day of June, 1928, and will carry and deliver to the Municipality at 22nd. Avenue and Boundary Road or at 29th. Avenue and Rupert Street, (both points of delivery being within the limits of the City of Vancouver), an adequate supply of water for the area in the southern half of the Municipality lying above a contour line approximately 250 feet above sea level, and will deliver through a connection with the said supply pipe-line at or near Vancouver Heights at a situation mutually agreeable an adequate supply of water for the area in the northern half of the Municipality lying above a contour line approximately 250 feet above sea level.

The Corporation, however, shall not be under any obligation to supply water at a head or pressure greater than that obtainable from the said supply pipe-line.

4- The Corporation will undertake the construction of a reservoir at Vancouver Heights from which water will be supplied for those parts of the Municipality lying below the aforesaid 250 feet contour line. The Reservoir shall have an eventual capacity of approximately thirty (30) million gallons, one unit of which of a capacity adequate for the requirements of the Municipality will be completed for the summer of 1928 and the remaining unit or units when and as required.

5- The Corporation will deliver to the Municipality at or near the Municipal boundary, a supply of water during the

summer of 1927 that will permit of the Municipal pumps being used to capacity, provided that the quantity per capita so delivered does not exceed the per capita allowance to the Municipalities of Point Grey and South Vancouver.

6- From and after the coming into effect of this Agreement and until the Corporation delivers water from Seymour Falls to the Municipality, the Municipality will pay for water delivered by the Corporation to it, at the rate of Seven Thousand Dollars (\$7,000.00) per year, for an average daily delivery of One and three quarter (1 $\frac{3}{4}$) million gallons, PROVIDED that all additional water delivered to the Municipality by the Corporation shall be paid for at the regular unit rate or rates applicable to the present member Municipalities in the District during said period, and PROVIDED FURTHER that all charges for pumping shall be borne by the Municipality.

THIS AGREEMENT shall be subject to the contractual powers of the Parties hereto, and shall come into effect and be binding upon the said Parties when and if a by-law authorizing the said Agreement has been submitted to and sanctioned by the electors of the Municipality, as provided for by Subsection (3) of Section 82 of Chapter 22 of the Statutes of British Columbia, 1924.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

THE CORPORATE SEAL OF GREATER VANCOUVER WATER DISTRICT was hereunto affixed in the presence of:-

THE CORPORATE SEAL OF THE CORPORATION OF THE DISTRICT OF BURNABY was hereunto affixed in the presence of:-

Louis Taylor
Chairman.

Ed. A. Perry
Pres. of the Corporation

A. McLean Reeve

Arthur G. Moore Clerk