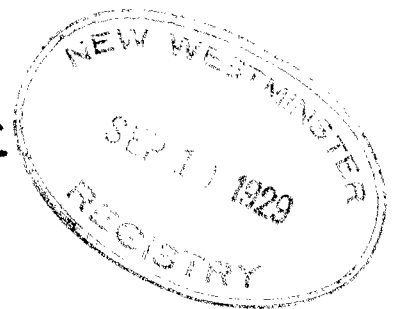


CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 937.



A By-law to aid the Dominion Bridge Company Limited in establishing a plant for the manufacture of structural steel in the Municipality of Burnaby.

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WHEREAS the Dominion Bridge Company Limited (hereinafter referred to as the Bridge Company) has represented to the Corporation that it intends to construct and operate a plant for the manufacture of structural steel on the lands hereinafter mentioned and described and has requested the Corporation to enter into an agreement providing that, subject to the approval of the Lieutenant-Governor-in-Council, the Corporation may accept from the Bridge Company a fixed sum on a fixed date in each and every year for the period of ten years after a By-law authorizing the Corporation to enter into such agreement shall have been submitted to and shall have received the assent of the electors in manner required by the Municipal Act.

AND WHEREAS in the interests of industrial development in the Municipality and in view of the Corporation's policy to establish industries in the Municipality the Council of the Corporation deems it expedient to comply with the request of the Bridge Company.

AND WHEREAS the Corporation has power under the provisions of the Municipal Act and Amending Acts to enter into an agreement with the Bridge Company fixing the annual amount of taxation to be levied against said land for the period aforesaid.

AND WHEREAS a draft proposed agreement has been prepared and has been approved by the Council of the Corporation and by the Bridge Company and is set out in Schedule "A" hereto and is hereinafter referred to as

"the Agreement."

NOW THEREFORE the Council of the Corporation of the District of Burnaby ENACTS AS FOLLOWS:-

1. The Corporation and its Council are hereby authorized and empowered to give to the Bridge Company the aid herein mentioned and set forth in the agreement and to enter into an agreement in the form of the draft set out in Schedule "A" hereto.

2. After the assent of the electors has been given in the manner hereinafter provided and after this by-law is in full force and effect and the agreement shall have been executed by the Bridge Company the Corporation shall forthwith execute and deliver the agreement to the Bridge Company and on the Execution thereof by both parties thereto and delivery as aforesaid the agreement shall be deemed to form part of and be read with this by-law and shall be in full force and effect.

3. The terms, covenants and conditions contained in the agreement are hereby approved and confirmed and it shall be lawful for the Corporation to carry out, perform and fulfill the agreement and every term thereof.

4. Subject to the approval of the Lieutenant-Governor-in-Council the annual sum of money which the Bridge Company shall pay to the Corporation and which the Corporation may assess and levy against the lands and premises in the next succeeding section of this by-law mentioned and described for and during the period of ten years from the date of the final passing of this by-law shall be the sum of One thousand (\$1,000.00) Dollars in lieu of all municipal rates and taxes, payable on the 30th day of June in each and every year.

5. The lands and premises referred to in the last preceding section hereof are known and described as follows:-

ALL AND SINGULAR Block "D"; Lots numbered One (1) and Two (2) of block "E"; Lot numbered One (1) of Block "F"; Lot numbered One (1) of Block "G"; and Lot numbered Two (2) of Block "H" all of said Lots and Blocks being according to a plan of a subdivision of District Lot numbered One Hundred

and Eighteen (118) in Group One (1), New Westminster District, British Columbia, deposited in the Land Registry Office at the City of New Westminster, British Columbia as number 3067, said lands containing a total acreage of Thirty six and four hundred and thirty four one thousandths (36.434) acres more or less.

6. The said agreement shall be-come null and void if the Bridge Company shall fail at any time during the said ten year period to operate its plant on said lands for a period of six months in any one year.

7. This by-law shall before the final passing thereof be submitted to and receive the assent of the electors of the Corporation in manner provided by the Municipal Act and shall also be submitted to and receive the approval of the Lieutenant-Governor-in-Council.

8. This By-law may be cited as the "DOMINION BRIDGE COMPANY LIMITED AID BY-LAW 1929."

DONE AND PASSED by the Municipal Council this Nineteenth (19th) day of August, A.D. 1929.

RECEIVED THE ASSENT OF THE ELECTORS this Seventh (7th) day of September, A.D. 1929.

RECONSIDERED AND FINALLY PASSED this Ninth (9th) day of September, A.D. 1929.



W. L. Burdick
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 9th. day of September, A.D. 1929.

Arthur G. Moore
CLERK.

SCHEDULE "A"

THIS AGREEMENT made the Ninth (9th) day of September
A.D. 1929.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF
BURNABY; hereinafter called the
"Corporation."

OF THE FIRST PART:

AND:

DOMINION BRIDGE COMPANY LIMITED,
a body corporate having its chief
place of business at the City of
Vancouver in the Province of British
Columbia, hereinafter called the "Bridge
Company."

OF THE SECOND PART:

WHEREAS the Bridge Company has represented to the Corporation that it intends to construct and operate a plant for the manufacture of structural steel on the lands hereinafter mentioned and described and has requested the Corporation to enter into an agreement providing that, subject to the approval of the Lieutenant-Governor-in-Council, the Corporation may accept from the Bridge Company, in lieu of all municipal rates and taxes, a fixed sum on a fixed date in each and every year for the period of ten years after a by-law authorizing the corporation to enter into such an agreement shall have been submitted to and shall have received the assent of the electors in manner required by the Municipal Act.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the sum of One (\$1.00) Dellar of lawful money of Canada now paid by the Bridge Company to the Corporation the parties hereto covenant promise and agree each with the other in manner following,

that is to say:-

1. The Corporation shall exempt the Company and the said lands and premises from all municipal rates and taxes for a period of ten (10) years from the first day of January, A.D. 1930.

2. Subject to the approval of the Lieutenant-Governor-in-Council the sum of money which the Bridge Company shall pay to the Corporation and which the Corporation may assess and levy against the lands and premises in the next succeeding section of this agreement mentioned and described for and during the period of ten (10) years from the date of the final passing of a by-law authorizing the Corporation to enter into this agreement shall be the sum of One thousand (\$1,000.00) Dollars, in lieu of all municipal rates and taxes payable on the 30th day of June in each and every year.

3. The lands and premises referred to in the last preceding section hereof are known and described as follows:-

ALL AND SINGULAR Block "D"; Lots numbered One (1) and Two (2) of Block "E"; Lot numbered One (1) of Block "F" Lot numbered One (1) of Block "G"; and Lot numbered Two (2) of Block "H", all of said Lots and Block being according to a plan of a subdivision of District Lot numbered One Hundred and Eighteen (118) in Group One (1); New Westminster District, British Columbia, deposited in the Land Registry Office at the City of New Westminster, British Columbia as number 3067 said lands containing a total acreage of Thirty six and four hundred and thirty four acres more or less.

4. The Company will, within six (6) months after the ratification of this agreement, prosecute and complete construction of a structural steel plant upon the said premises in accordance with plans and specifications to be prepared by the Bridge Company and approved by the Municipality's Engineer.

PROVIDED HOWEVER, that the Corporation may in its discretion extend the time herein fixed for the commencement and completion of the said buildings and plant and for the

acquisition of its stock.

5. It is hereby understood and agreed between the parties hereto that in the event of the Bridge Company failing to operate its said plant and to constantly employ fifty (50) persons in and about the same for any period of six (6) months during each and every year of the term of years hereinbefore mentioned the Corporation shall be at liberty to terminate this agreement upon giving to the Bridge Company one month's notice in writing, such notice to be delivered at the office of the Bridge Company in the City of Vancouver or sent by prepaid registered mail addressed as follows:-

Dominion Bridge Company Limited,
277 First Avenue West,
Vancouver, B. C.

PROVIDED HOWEVER, that the time during which the Bridge company may be prevented from carrying on its operations by reason of the acts of God, King's enemies strikes of workmen or by reason of any occurrence beyond the control of the Bridge Company shall not be computed in any such period of six months.

6. The Bridge Company further covenants and agrees with the Corporation that the Bridge Company in the erection of its plant (all other things being equal) will give preference to residents of the Municipality of Burnaby.

7. And the Bridge Company further covenants with the Corporation that it will use its best endeavours to have its employees reside in the Municipality of Burnaby and give preference of employment to residents of that Municipality (all other things being equal).

8. The Bridge Company further covenants with the Corporation that it will not at any time hereafter employ any Oriental labour in the construction of its buildings and installation of its plant and machinery therein in the said Municipality of Burnaby or in the operation of its structural steel manufacturing business.

9. The Bridge Company covenants with the Corporation that all workmen, mechanics, artisans and labourers employed in or

about the construction, maintenance and operation of the said plant on said lands shall receive such wages and remuneration as are generally accepted as current in each trade for competent workmen in the said Municipality of Burnaby as required by the provisions of the Municipal Act and Amending Acts.

10. When this agreement shall come into full force and effect it shall be binding upon and enure to the benefit of the successors and assigns of each of the parties hereto.

11. This agreement shall not come into full force and effect until it has received the assent of the electors of the Municipality of Burnaby in manner required by law and until it has received the approval of the Lieutenant-Governor-in-Council.

IN WITNESS WHEREOF the parties hereto have hereunto set their corporate seals the day and year first above written.

SIGNED SEALED AND DELIVERED)
in the presence of:)