

THE CORPORATION OF THE DISTRICT OF BURNABY

VF 2007C

BY-LAW NO. 4428

A BY-LAW to authorize an agreement between the City of Vancouver and The Corporation of the District of Burnaby respecting the joint aspects of a sewerage and drainage project at Boundary Road from Tanner Street to 22nd Avenue.

WHEREAS the City of Vancouver and The Corporation of the District of Burnaby consider it to be to their mutual advantage that the City of Vancouver and The Corporation of the District of Burnaby enter into a joint arrangement for the purpose of constructing sewers and drains and appurtenant works in and upon Boundary Road between Tanner Street and 22nd Avenue.

AND WHEREAS by Agreement (hereinafter called "Agreement "A") dated the 22nd day of October 1962, the City of Vancouver and The Corporation of the District of Burnaby have mutually agreed to certain terms, covenants and conditions pertaining to the construction of the said sewers and drains and appurtenant works and the disposal of sewage and drainage.

AND WHEREAS by subsection 1 of Section 177 of the Municipal Act Agreement "A" is not valid until ratified by by-law adopted by a vote of not less than two-thirds of all the members of each respective Council.

NOW THEREFORE the Council of The Corporation of the District of Burnaby ENACTS as follows:

1. This By-law may be cited as "BURNABY RATIFICATION BY-LAW 1962".
2. The Council of The Corporation of the District of Burnaby does hereby enact as follows:

- (a) The Corporation of the District of Burnaby is hereby authorized to make, enter into, execute and carry out the terms of Agreement "A", a copy of which is attached hereto and forms part of this By-law.
- (b) Agreement "A" is hereby ratified.
- (c) This By-law shall come into effect when approved by the Lieutenant-Governor in Council.

Read a first time this 26th day of November, 1962.

Read a second time this 26th day of November, 1962.

Read a third time this 26th day of November, 1962.

Reconsidered and adopted by an affirmative vote of  
at least two-thirds of all the members of this Council this  
3rd day of December, 1962.



*[Signature]*  
R E E V E

*[Signature]*  
C L E R K

THIS AGREEMENT made and entered into this *22nd*  
day of *October* in the year of Our Lord one thousand  
nine hundred and sixty-two (1962).

BETWEEN:

CITY OF VANCOUVER  
(hereinafter called "the City")

OF THE FIRST PART

AND

THE CORPORATION OF THE DISTRICT OF BURNABY  
(hereinafter called "the Corporation")

OF THE SECOND PART

WHEREAS:

- A. The easterly boundary of the City of Vancouver and the westerly boundary of the Municipality of Burnaby are located on Boundary Road.
- B. The said Boundary Road is owned in common by the City and the Corporation.
- C. There is within the said City an area (hereinafter called "Area "A"") containing fifty five (55) acres more or less bounded on the south by Price Street, on the north by 22nd Avenue, on the west by Joyce and Skeena Streets and on the east by the said Boundary Road.
- D. Drainage in Area "A" drains in an easterly direction and discharges into waterways and watercourses within the said Municipality.
- E. There is within the said Municipality an area (hereinafter called "Area "B"") comprising eight (8) acres

more or less bounded on the north by the lane north of Cardiff Street, on the south by the lane south of Price Street, on the east by the lane west of Smith Street and on the west by the said Boundary Road.

F. Area "F" has no outlets for sewage or drainage.

G. The City desires to construct, install, operate and maintain a sanitary sewer and storm sewer on the said Boundary Road from the existing sewers situated thereon north of 2nd Avenue to Turner Street, a sanitary sewer lateral and a storm sewer lateral, approximately 35' in length, from said sanitary sewer and said storm sewer to the east side of said Boundary Road opposite said Turner Street, a storm sewer outlet from the said storm sewer to a watercourse in the lane north of Moscrop Street approximately 200' east of said Boundary Road, a storm sewer outlet from the said storm sewer to a watercourse on Sunset Avenue approximately 400' east of said Boundary Road and six 8" catchbasins spurs between Moscrop Street and Kincaid Street from the said storm sewer to the east side of Boundary Road.

H. The Corporation desires that sewage from Area "B" enter the said sanitary sewer lateral at said Turner Street and be conveyed through the City sanitary sewer system to the Copley Street interceptor of the Greater Vancouver Sewerage and Drainage District.

I. The Corporation desires that drainage from Area "B" enter the said storm sewer lateral at said Turner Street, be conveyed through the said storm sewer and the said storm sewer outlet and be discharged in the said watercourse in the lane north of said Moscrop Street, and that other drainage be drained into the said storm sewer outlet on said Sunset Avenue and be discharged in the said watercourses on

said Sunset Avenue.

J.           The City desires to discharge drainage into the waterways and watercourses within the said Municipality.

          NOW, THEREFORE, THIS AGREEMENT WITNESSETH that the parties hereto have mutually agreed as follows:

1.           That City Drawing No. D886 and Corporation Drawing No. B 251 attached hereto and marked Exhibits "A" and "B" respectively shall form a part of this agreement.

2.           The City will at its own expense, as soon as it is practicable so to do, construct, install, operate and maintain a sanitary sewer in and upon Boundary Road from the existing City sanitary sewer north of 22nd Avenue to Tanner Street and a sanitary sewer lateral, approximately 35' in length, from the said sanitary sewer to the east side of said Boundary Road opposite said Tanner Street. The approximate location and general course of the said sanitary sewer and said sanitary sewer lateral is shown as a red line on Exhibit "A".

3.           The City will at its own expense, as soon as it is practicable so to do, construct, install, operate and maintain a storm sewer in and upon Boundary Road from the existing City storm sewer north of 22nd Avenue to Tanner Street, a storm sewer lateral, approximately 35' in length, from said storm sewer to the east side of said Boundary Road opposite said Tanner Street, a storm sewer outlet from said storm sewer to a watercourse in the lane north of said Moscrop Street, a storm sewer outlet from the said storm sewer to a watercourse on said Sunset Avenue, six 6" catch-basin spurs between said Moscrop Street and Kincaid Street from the said storm sewer to the east side of said Boundary

Road. The approximate location and general course of the said storm sewer, storm sewer lateral, storm sewer outlets and catchbasin spurs are shown as a green line on Exhibit "A".

4. The Corporation will at its own expense, as soon as it is practicable so to do, construct, install, operate and maintain catchbasins where required and connect them to the aforementioned catchbasin spurs.

5. The Corporation will, if the said sanitary sewer does not provide sufficient depth to serve the lots fronting on said Boundary Road in the said City between 25th Avenue and 22nd Avenue, allow the City to discharge sewage from the said lots in the Corporation's sanitary sewer in the lane east of Boundary Road at Sunset Avenue in the said Municipality. Any additional sanitary sewers and sanitary sewer connections required to accomplish this will be constructed, installed, operated and maintained by the City at its expense. The approximate location and general course of the Corporation's said sanitary sewer is shown as a brown line on Exhibit "A".

6. The City will at all times indemnify the Corporation against any loss, liability or damage which the Corporation may suffer, be at, or be put to as a result or by reason of any damage, injury or death caused to any person or property arising in any manner whatsoever out of the City's exercise of its rights as set out in paragraph five hereof and without negligence on the part of the Corporation.

7. The Corporation may, when all the works have been constructed as herein provided, connect to and discharge sewage from Area "B" into the said sanitary sewer lateral, connect to and discharge drainage from Area "B" into the said

THIS AGREEMENT made and entered into this 22nd day of October, in the year of Our Lord one thousand nine hundred and sixty-two (1962).

BETWEEN:

CITY OF VANCOUVER  
(hereinafter called "the City")

OF THE FIRST PART

AND

THE CORPORATION OF THE DISTRICT OF BURNABY  
(hereinafter called "the Corporation")

OF THE SECOND PART

WHEREAS:

- A. The easterly boundary of the City of Vancouver and the westerly boundary of the Municipality of Burnaby are located on Boundary Road.
- B. The said Boundary Road is owned in common by the City and the Corporation.
- C. There is within the said City an area (hereinafter called "Area "A"") containing fifty five (55) acres more or less bounded on the south by Price Street, on the north by 22nd Avenue, on the west by Joyce and Skeena Streets and on the east by the said Boundary Road.
- D. Drainage in Area "A" drains in an easterly direction and discharges into waterways and watercourses within the said Municipality.
- E. There is within the said Municipality an area (hereinafter called "Area "B"") comprising eight (8) acres more or less bounded on the north by the lane north of Cardiff Street, on the south by the lane south of Price Street, on the east by the lane west of Smith Street and on the west by the said Boundary Road.

F. Area "B" has no outlets for sewage or drainage.

G. The City desires to construct, install, operate and maintain a sanitary sewer and storm sewer on the said Boundary Road from the existing sewers situated thereon north of 22nd Avenue to Tanner Street, a sanitary sewer lateral and a storm sewer lateral, approximately 35' in length, from said sanitary sewer and said storm sewer to the east side of said Boundary Road opposite said Tanner Street, a storm sewer outlet from the said storm sewer to a watercourse in the lane north of Moscrop Street approximately 200' east of said Boundary Road, a storm sewer outlet from the said storm sewer to a watercourse on Sunset Avenue approximately 400' east of said Boundary Road and six 8" catchbasin spurs between Moscrop Street and Kincaid Street from the said storm sewer to the east side of Boundary Road.

H. The Corporation desires that sewage from Area "B" enter the said sanitary sewer lateral at said Tanner Street and be conveyed through the City sanitary sewer system to the Copley Street interceptor of the Greater Vancouver Sewerage and Drainage District.

I. The Corporation desires that drainage from Area "B" enter the said storm sewer lateral at said Tanner Street, be conveyed through the said storm sewer and the said storm sewer outlet and be discharged in the said watercourse in the lane north of said Moscrop Street, and that other drainage be drained into the said storm sewer outlet on said Sunset Avenue and be discharged in the said watercourse on said Sunset Avenue.

J. The City desires to discharge drainage into the waterways and watercourses within the said Municipality.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that the parties hereto have mutually agreed as follows:



1. That City Drawing No. DB86 and Corporation Drawing No. B 251 attached hereto and marked Exhibits "A" and "B" respectively shall form a part of this agreement.

2. The City will at its own expense, as soon as it is practicable so to do, construct, install, operate and maintain a sanitary sewer in and upon Boundary Road from the existing City sanitary sewer north of 22nd Avenue to Tanner Street and a sanitary sewer lateral, approximately 35' in length, from the said sanitary sewer to the east side of said Boundary Road opposite said Tanner Street. The approximate location and general course of the said sanitary sewer and said sanitary sewer lateral is shown as a red line on Exhibit "A".

3. The City will at its own expense, as soon as it is practicable so to do, construct, install, operate and maintain a storm sewer in and upon Boundary Road from the existing City storm sewer north of 22nd Avenue to Tanner Street, a storm sewer lateral, approximately 35' in length, from said storm sewer to the east side of said Boundary Road opposite said Tanner Street, a storm sewer outlet from said storm sewer to a watercourse in the lane north of said Moscrop Street, a storm sewer outlet from the said storm sewer to a watercourse on said Sunset Avenue, six 8" catchbasin spurs between said Moscrop Street and Kincaid Street from the said storm sewer to the east side of said Boundary Road. The approximate location and general course of the said storm sewer, storm sewer lateral, storm sewer outlets and catchbasin spurs are shown as a green line on Exhibit "A".

4. The Corporation will at its own expense, as soon as it is practicable so to do, construct, install, operate and maintain catchbasins where required and connect them to the aforementioned catchbasin spurs.

5. The Corporation will, if the said sanitary sewer does not provide sufficient depth to serve the lots fronting on said Boundary Road in the said City between 25th Avenue and 22nd Avenue,

allow the City to discharge sewage from the said lots in the Corporation's sanitary sewer in the lane east of Boundary Road at Sunset Avenue in the said Municipality. Any additional sanitary sewers and sanitary sewer connections required to accomplish this will be constructed, installed, operated and maintained by the City at its expense. The approximate location and general course of the Corporation's said sanitary sewer is shown as a brown line on Exhibit "A".

6. The City will at all times indemnify the Corporation against any loss, liability or damage which the Corporation may suffer, be at, or be put to as a result or by reason of any damage, injury or death caused to any person or property arising in any manner whatsoever out of the City's exercise of its rights as set out in paragraph five hereof and without negligence on the part of the Corporation.

7. The Corporation may, when all the works have been constructed as herein provided, connect to and discharge sewage from Area "B" into the said sanitary sewer lateral, connect to and discharge drainage from Area "B" into the said storm sewer lateral, connect to and discharge drainage into the said storm sewer outlets and the said catchbasin spurs.

8. The Corporation will, when all the works have been constructed as herein provided, operate and maintain those portions of the storm sewer outlets within the said Municipality.

9. The City may, when all the works have been constructed as herein provided, discharge drainage into the aforementioned watercourses, the approximate location and general course of which are shown as blue lines and marked "watercourses" on said Exhibits "A" and "B".

10. The Corporation will provide in its present watercourses and in any storm sewers built at a future time for the purpose of enclosing or replacing said watercourses sufficient

capacity downstream to accommodate the natural run-off from Area "A" in its undeveloped state or for such additional run-off as may result from any future development within Area "A" so that such drainage will be conveyed by the Corporation's drainage system to the Still Creek system of the Greater Vancouver Sewerage and Drainage District at no cost to the City.

11. The Corporation will at all times indemnify the City against any loss, liability or damage which the City may suffer, be at, or be put to as a result or by reason of any damage, injury or death caused to any person or property arising in any manner whatsoever out of the City's exercise of its rights as set out in paragraph nine hereof and without negligence on the part of the City.

12. The Corporation will at all times indemnify the City against any loss, liability or damage which the City may be put to as a result or by reason of any damage, injury or death caused to any person or property arising out of the improper discharge of drainage from Area "B" into the said sanitary sewer outlet opposite said Tanner Street and without negligence on the part of the City.

13. The City and the Corporation shall and will from time to time and at all times hereafter upon every reasonable request of either of them by the other, do, execute or procure to be made, done or executed all such further acts, deeds and assurances for the more effectual performance of this Agreement according to the true intent and meaning of this Agreement as such other of them or its counsel in the law shall reasonably advise or shall require.

14. The expressions "the City" and "the Corporation" herein contained shall be deemed to include the successors and assigns of such parties wherever the context so admits.

IN WITNESS WHEREOF the City has caused these presents to be sealed with the Common Seal of the City of Vancouver and signed by the Mayor and the City Clerk and the Corporation has caused its seal to be affixed under the hands of its proper officers duly authorized in that behalf as of the day and year first above written.

Sealed with the Common Seal of  
the CITY OF VANCOUVER and signed  
by:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

The Corporate Seal of THE COR-  
PORATION OF THE DISTRICT OF  
BURNABY was hereunto affixed in  
the presence of:

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Municipal Clerk