

**CHAPTER 47.****An Act to grant certain Powers to the Greater Vancouver Water District.***[Assented to 27th March, 1953.]*

**H**ER MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of British Columbia, enacts as follows:—

Short title.

**1.** This Act may be cited as the “Greater Vancouver Water District Enabling Act, 1953.”

Validation of Agreement with City of Vancouver.

**2.** Notwithstanding anything contained in the “Vancouver Incorporation Act, 1921,” and amending Acts, or in the “Greater Vancouver Water District Act” and amending Acts, or in any other Statute, the Agreement entered into between Greater Vancouver Water District and City of Vancouver, dated the twenty-seventh day of October, 1952, to provide for the construction of a water-main therein, particularly referred to as the “enlarged main,” a copy of which Agreement is set out in Schedule A to this Act, is hereby declared to be valid and binding according to the tenor thereof on the said Greater Vancouver Water District and on the said City of Vancouver, whether the same would otherwise be ultra vires of the said corporations respectively or not; and the respective parties to the said Agreement are hereby empowered to carry out and give full force and effect to every covenant, agreement, stipulation, condition, and provision in the said Agreement contained, according to the terms of the said Agreement on the part of the respective parties to be performed and observed; and everything done by Greater Vancouver Water District under and by virtue of the said Agreement shall be deemed to be for the purpose of the undertakings authorized by the said “Greater Vancouver Water District Act” and amending

Acts; and any indebtedness incurred by the City of Vancouver under and by virtue of the said Agreement shall be excluded from the general debt of the said city in determining its borrowing powers and shall not be deemed to be an indebtedness of the said city requiring recital in any by-law of the said city for the creation of debts by the issue of debentures or otherwise.

Validation of by-law  
of The Corporation  
of the District of  
Coquitlam.

3. Notwithstanding anything contained in the "Municipal Act" and amending Acts, or in any other Statute, the by-law set out in Schedule B to this Act shall be deemed to be a good, valid, and binding by-law of The Corporation of the District of Coquitlam, and to have taken effect and come into force upon the coming into operation of this Act.

Validation of Agree-  
ment with The Corpo-  
ration of the District  
of Coquitlam.

4. Notwithstanding anything contained in the "Greater Vancouver Water District Act" and amending Acts, or in the "Municipal Act" and amending Acts, or in any other Statute, the Agreement expressed as being entered into between Greater Vancouver Water District and The Corporation of the District of Coquitlam, and dated the twenty-ninth day of November, 1952, providing for the construction of water-mains, a copy of which Agreement appears as Schedule "A" to the said by-law set out in Schedule B to this Act, is hereby declared to be valid and binding according to the tenor thereof on the Greater Vancouver Water District and on The Corporation of the District of Coquitlam, whether the same would otherwise be ultra vires of the said corporations respectively or not; and the respective parties to the said Agreement are empowered to carry out and give full force and effect to every covenant, agreement, stipulation, condition, and provision in the said Agreement on the part of the respective parties to be performed and observed; and everything done by Greater Vancouver Water District under and by virtue of the said Agreement shall be deemed to be for the purpose of the undertakings authorized by the said "Greater Vancouver Water District Act" and amending Acts; and any indebtedness incurred by The Corporation of the District of Coquitlam under and by virtue of the said agreement shall be excluded from the general debt of The Corporation of the District of Coquitlam in determining its borrowing powers and shall not be deemed to be an indebtedness of The Corporation of the District of Coquitlam requiring recital in any by-law of the said corporation for the creation of debts by the issue of debentures or otherwise.

## SCHEDULES.

## SCHEDULE A.

MEMORANDUM OF AGREEMENT made in duplicate the 27th day of October, 1952.

## BETWEEN:

GREATER VANCOUVER WATER DISTRICT, a body corporate and politic created and constituted by the "Greater Vancouver Water District Act" (hereinafter called the "Water District")

## OF THE FIRST PART

## AND

CITY OF VANCOUVER, a body politic and corporate incorporated by the "Vancouver Incorporation Act, 1921" (hereinafter called the "City")

## OF THE SECOND PART

WHEREAS the Corporation of the Township of Richmond is a municipality within the Greater Vancouver Water District and is hereinafter referred to as the "Municipality of Richmond";

AND WHEREAS in fulfillment of the obligation of the Water District to furnish the Municipality of Richmond with an adequate supply of water the Water District has under contemplation the construction of a steel water main having a diameter of twenty-eight inches (28") (hereinafter referred to as the "proposed Richmond main") from the intersection of West 37th Avenue and Kersland Drive to the intersection of Marine Drive and Heather Street (hereinafter referred to as "the said terminal points") along the following intervening route, viz.: commencing at a point on the north property line of 37th Avenue produced within the limits of Kersland Avenue, thence southerly along Kersland Avenue to a suitable offset on 37th Avenue, thence along 37th Avenue, Cambie Street and Marine Drive to a terminal point within the intersection of Marine Drive and Heather Street, all within the territorial limits of the City;

AND WHEREAS the City has under contemplation the construction of a steel water main having a diameter of thirty-six inches (36") (hereinafter referred to as the "proposed distribution main") to meet the increased requirements of the area through which the proposed Richmond main would traverse;

AND WHEREAS the City, deeming it advisable in its own interest, has requested the Water District to construct between the said terminal points and along the said intervening route a steel water main of larger diameter than the proposed Richmond main with distribution connections at such locations as may be agreed upon by the City engineer and the engineer of the Water District during the construction thereof (which main of larger diameter with the said distribution connections is hereinafter referred to as the "enlarged main") and that the enlarged main be used, in addition to the purpose of conveying water to the Municipality of Richmond, for the purpose of conveying and distributing water to interconnected water mains of the City;

AND WHEREAS the cost of constructing the enlarged main would be less than the cost of constructing both the proposed Richmond main and the proposed distribution main;

AND WHEREAS the construction of the enlarged main rather than the construction of the proposed Richmond main and the proposed distribution main which would otherwise be required is considered by the parties hereto to be sound

and beneficial in economy of finance and in utilization of the sub-surface area of the City's streets;

AND WHEREAS the Water District has agreed to construct the enlarged main rather than the proposed Richmond main;

AND WHEREAS the City has agreed to pay to the Water District in the manner hereinafter provided the additional cost (hereinafter called the "additional cost") that the Water District will incur by reason of constructing the enlarged main rather than the proposed Richmond main;

AND WHEREAS the parties hereto have agreed that the additional cost will be forty per cent (40%) of the actual cost of constructing the enlarged main;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the said agreements, the parties hereto covenant and agree each with the other as follows:

1. The Water District shall at its own cost with all due despatch construct the enlarged main between the said terminal points along the said intervening route with the following diameters, viz.: a diameter of forty-two inches (42") from the intersection of West 37th Avenue and Kersland Drive to the intersection of Cambie Street and Marine Drive and a diameter of thirty-four inches (34") from thence on to the intersection of Marine Drive and Heather Street.

2. The City shall be at liberty at all reasonable times, by its servants or agents duly authorized in that behalf, to inspect and examine all work being done by the Water District on the enlarged main and all books and accounts of the Water District relating thereto, and the engineer of the Water District, with a view both to keeping the costs of the materials and work required therefor as low as reasonably possible consistent with good engineering practice and the requirements of the Water District and to giving the City engineer the opportunity of checking such costs, will keep the City engineer advised as to what costs the engineer of the Water District from time to time proposes to incur therefor, and will allow the City engineer to make any representations he may desire to make in respect of the same and will also give to the City engineer every opportunity, from time to time, as he may reasonably require, to check the costs of the required materials and work. Whenever it shall become necessary to ascertain or determine any cost which the Water District shall have incurred under the provisions of this agreement, no allowance shall be made for the time or services of any administrative officer of the Water District.

3. As soon as the enlarged main shall have been constructed the actual cost of its construction shall be ascertained and agreed upon by and between the engineer of the Water District and the City engineer and the actual cost so agreed upon shall be certified in writing by the said engineers and forty per cent (40%) of such actual cost shall thereupon be the additional cost and shall constitute an indebtedness of the City to the Water District, payable in the manner hereinafter provided.

The additional cost and all expense incurred by the Water District in defraying the additional cost shall be paid by the City to the Water District in the following manner, that is to say: If the additional cost has been defrayed by the Water District by money borrowed from a bank or by the sale of temporary debentures of the Water District, the City shall pay to the Water District the full amount of the interest payable to the said bank or to the holders of the said temporary debentures, as the case may be. The said amount of interest shall be payable in instalments equal to the interest payments which the Water District shall have to pay to the said bank or to the holders of the said temporary debentures and shall be due and payable by the City on the day before the day the Water District shall be required to make such payments. When debentures of the Water District are issued to repay the said money borrowed to defray the additional cost, or if debentures of the Water District are issued in the first instance to defray the

additional cost, the City shall pay to the Water District the full amount of the principal of the debt thereby created and the interest thereon. The said amount of principal shall be payable in annual instalments equal to the principal payments which the Water District shall have to deposit annually in its Sinking Fund Account for the retirement of the said debt at maturity or to pay annually to the holders of the said debentures, as the case may be, and shall be due and payable by the City on the day before the day the Water District shall be required to make such deposits or payments. The said interest on the said principal of the said debt shall be payable in instalments equal to the interest payments which the Water District shall have to pay to the holders of the said debentures and shall be due and payable by the City on the day before the day the Water District shall be required to make such payments.

4. The enlarged main and all its appurtenances shall be and remain the sole property of the Water District and shall be operated and maintained at the expense of the Water District in perpetuity. The Water District shall have the right to connect the enlarged main with the presently existing and future supply mains of the Water District leading to the Municipality of Richmond.

5. The City shall have the right to connect its distribution water mains with the enlarged main at the distribution connections provided thereto. After completion of the enlarged main any additional distribution connections requested by the City and agreed to by the Water District will be provided by the Water District and the entire cost of providing such distribution connections shall be paid for by the City, provided nevertheless that all such connections, including gate valves, shall be and remain the property of the Water District.

6. The Water District agrees to undertake studies preparatory to the construction of a low level reservoir on the southern slopes of Little Mountain situate within the territorial limits of the City, and further agrees that until such reservoir is constructed it will operate the enlarged main at a pressure at the terminal point of 37th Avenue and Kersland Drive equivalent to that of the said low level reservoir.

7. As part of the supply of water being furnished by the Water District to the City, the Water District will deliver to the City through the said distribution connections to the enlarged main such quantity of water as the City may wish to take from time to time, save and except and over and above a base rate of 15,500,000 gallons of water per day which is hereby reserved for delivery by the Water District to the Municipality of Richmond at a pressure on the south side of the North Arm of the Fraser River of 90# per square inch when the Water District has constructed water mains of adequate capacity from the enlarged main to the south side of the North Arm of the Fraser River.

8. If any question or difference shall arise between the parties hereto or their respective representatives touching these presents or the terms hereof or the rights, duties or obligations of either of the said parties or any person hereunder or as to any other matter in anywise arising out of or connected with the subject matter of these presents, the same shall be referred to the arbitration of three persons, one to be appointed by each party to the reference and the third to be appointed by such two persons before the reference is proceeded with, and the decision of any two of the arbitrators shall be binding and these presents shall be deemed to be a submission to arbitration within the provisions of the "Arbitration Act."

9. Should the parties hereto at any time or times before the completion of the construction of the enlarged main deem it expedient that the route or the diameters of the enlarged main should vary in part or parts from the route or the diameters hereinbefore specified the said route or the said diameters may be varied in part or parts as the engineer of the Water District and the City engineer may from time to time agree upon in writing.

THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have caused their respective corporate seals to be hereunto affixed by the hands of their respective proper officers as of the day and year first above written.

The corporate seal of GREATER VAN- COUVER WATER DISTRICT was hereunto affixed in the presence of:	{	SEAL OF GREATER VANCOUVER WATER DISTRICT.
J. D. CORNETT Chairman	{	STAMP OF GREATER VANCOUVER WATER DISTRICT.
T. V. BERRY Treasurer	}	
The corporate seal of CITY OF VAN- COUVER was hereunto affixed in the presence of:	{	SEAL OF CITY OF VANCOUVER, BRITISH COLUMBIA.
F. J. HUME Mayor	{	
D. H. LITTLE Acting City Clerk	}	

#### SCHEDULE B.

#### THE CORPORATION OF THE DISTRICT OF COQUITLAM.

#### BY-LAW No. 615.

A By-law to authorize the Execution of an Agreement with the Greater Vancouver Water District.

WHEREAS The Corporation of the District of Coquitlam is a Municipality within the Greater Vancouver Water District,

AND WHEREAS the Corporation has requested the Greater Vancouver Water District for and on behalf of the Corporation to purchase and install on the East side of the North Road, a water main (hereinafter referred to as "the North Road Municipal Water Main") from Government Road to Ebert Road, all within the territorial limits of the Corporation,

AND WHEREAS the Corporation has agreed to construct a water main from the intersection of the North Road and Ebert Road to the intersection of Foster Road and Blue Mountain Road (hereinafter referred to as "the Ebert and Foster Roads Water Main"),

AND WHEREAS the construction of the North Road Municipal Water Main and the Ebert and Foster Roads Water Main will enable the Corporation to sell water to The Corporation of the District of Burnaby and The Corporation of the City of Port Moody for use in certain areas of those Municipalities,

AND WHEREAS The Corporation of the District of Burnaby and The Corporation of the City of Port Moody are both member Municipalities of the aforesaid Water District,

AND WHEREAS the said Water District has agreed to construct the North Road Municipal Water Main at the times and in the manner and pursuant to the terms and conditions set forth in the agreement set out as Schedule "A" hereto,

AND WHEREAS the Corporation has agreed to pay to the said Water District in the manner set forth in the said agreement the sum of Fifty-two Thousand Five Hundred (\$52,500.00) Dollars payable in Twenty-five (25) annual instalments of Two Thousand One Hundred (\$2,100.00) Dollars each without interest in full payment for the construction of the North Road Municipal Water Main aforesaid,

AND WHEREAS it has been agreed between the Corporation and the said Water District that the Corporation shall have the right at any time to pay the balance of the said sum of \$52,500.00 then remaining unpaid by paying to the said Water District a sum equal to the then present worth of the said unpaid balance,

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE DISTRICT OF COQUITLAM ENACTS AS FOLLOWS:

- (1) Authority is hereby given to the Reeve and Clerk of The Corporation of the District of Coquitlam to sign, execute and affix the Corporate Seal to and give delivery to the Greater Vancouver Water District therein named of an agreement in terms of the draft proposed agreement attached hereto as Schedule "A," all to the extent on the terms and conditions and in the manner set forth in said draft proposed agreement and that all as an act and deed of the Corporation.
- (2) This By-law shall not take effect or come into force until an act validating it has been enacted by Her Majesty by and with the advice and consent of the Legislative Assembly of the Province of British Columbia.
- (3) This By-law may be cited as "The Greater Vancouver Water District Agreement By-law, 1952."

DONE AND PASSED IN OPEN COUNCIL this 11th day of December, 1952.  
RECONSIDERED AND FINALLY PASSED this 15th day of December, 1952.

[SEAL OF THE CORPORATION OF THE DISTRICT  
OF COQUITLAM, INCORPORATED 1891.]

L. J. CHRISTMAS  
Reeve  
F. L. POBST  
Clerk

#### SCHEDULE "A."

MEMORANDUM OF AGREEMENT made in duplicate this 29th day of November, 1952.

BETWEEN:

GREATER VANCOUVER WATER DISTRICT (hereinafter called the  
"Water District")

OF THE FIRST PART

AND

THE CORPORATION OF THE DISTRICT OF COQUITLAM (hereinafter  
called the "Municipality")

OF THE SECOND PART

WHEREAS the Water District as part of its supply system intends to instal on the North Road which runs along a portion of the west boundary line of the Municipality a water main from Brunette River to Government Road (hereinafter referred to as "the North Road Water District supply main");

AND WHEREAS the Municipality is one of the member municipalities of the Water District;

AND WHEREAS the Municipality has requested the Water District for and on behalf of the Municipality to purchase and instal on the east side of the North Road a water main (hereinafter referred to as "the North Road municipal water main") consisting of approximately 380 feet of 16" pipe from Government Road to Austin Road and approximately 2,340 feet of 14" pipe from Austin Road to Ebert Road, all within the territorial limits of the Municipality;

AND WHEREAS the Municipality has agreed to construct a 12" diameter water main from the intersection of the North Road and Ebert Road to the intersection of Foster Road and Blue Mountain Road (hereinafter referred to as "the Ebert and Foster Roads water main");

AND WHEREAS the construction of the North Road municipal water main and the Ebert and Foster Roads water main will enable the Municipality to sell water to The Corporation of the District of Burnaby and the City of Port Moody for use in certain areas of those municipalities and has now come to a mutually satisfactory arrangement with The Corporation of the District of Burnaby and the City of Port Moody to sell them water as aforesaid;

AND WHEREAS The Corporation of the District of Burnaby and the City of Port Moody are both member municipalities of the Water District;

AND WHEREAS the parties hereto believe it is in both their best interests that they enter into and carry out this agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants, promises and agreements of the parties hereto hereinafter contained, the parties hereto covenant, promise and agree each with the other as follows:

1. The Water District shall, with due despatch, construct the North Road Water District supply main.

2. The Water District shall, with due despatch, construct to its usual standards the North Road municipal water main. •

3. The Municipality shall at its own cost construct the Ebert and Foster Roads water main before the 31st day of December, 1953.

4. The Municipality shall be at liberty at all reasonable times by its servants or agents duly authorized in that behalf to inspect and examine all work being done by the Water District during the construction of the North Road municipal water main.

5. When the North Road municipal water main shall have been constructed the Water District shall so notify the Municipality in writing and it, the North Road municipal water main, shall thereupon become and be the property of the Municipality and shall thenceforth be maintained and operated by the Municipality at the Municipality's sole cost and expense and the Municipality shall be fully and solely responsible for its maintenance and operation and shall at all times thereafter indemnify and save harmless the Water District from and against any and all claims, demands, proceedings, actions, suits, damages, expense and cost whatsoever arising out of the operation and/or maintenance of the North Road municipal water main.

6. In full payment to the Water District for the construction of the North Road municipal water main the Municipality shall pay to the Water District the sum of \$52,500.00 payable in twenty-five annual instalments of \$2,100.00 each as follows:

The first annual instalment shall be paid in the calendar year in which the Water District notifies the Municipality of the construction of the North Road municipal water main but not later than sixty days after the Municipality has received such notice. In each succeeding year thereafter the Municipality shall pay to the Water District an annual instalment of \$2,100.00 on the anniversary of the date of the giving of the said notice of construction of the North Road municipal water main until the said sum of \$52,500.00 has been paid in full. The said deferred instal-



ments shall not carry interest. The Municipality shall have the right at any time to pay the balance of the said sum of \$52,500.00 then remaining unpaid by paying to the Water District a sum equal to the then present worth of the said unpaid balance.

7. If any question or difference shall arise between the parties hereto or their respective representatives touching these presents or the terms hereof or the rights, duties or obligations of either of the said parties or any person hereunder or as to any other matter in any wise arising out of or connected with the subject matter of these presents, the same shall be referred to the arbitration of three persons, one to be appointed by each party to the reference and the third to be appointed by such two persons before the reference is proceeded with, and the decision of any two of the arbitrators shall be binding and these presents shall be deemed to be a submission to arbitration within the provisions of the "Arbitration Act."

This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have caused their respective corporate seals to be hereunto affixed by the hands of their respective proper officers as of the day and year first above written.

The corporate seal of GREATER VAN-  
COUVER WATER DISTRICT was  
hereunto affixed in the presence of:

J. D. CORNETT  
Chairman  
T. V. BERRY  
Treasurer

SEAL OF GREATER VANCOUVER  
WATER DISTRICT.

STAMP OF GREATER VANCOUVER  
WATER DISTRICT.

The corporate seal of THE CORPO-  
RATION OF THE DISTRICT OF  
COQUITLAM was hereunto affixed  
in the presence of:

L. J. CHRISTMAS  
Reeve  
F. L. POBST  
Clerk

SEAL OF THE CORPORATION OF  
THE DISTRICT OF COQUITLAM,  
INCORPORATED 1891.

VICTORIA, B.C.

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1953