



VILLAGE OF BELCARRA
Greater Vancouver Water District
Entry Agreement
Bylaw No. 412, 2008



WHEREAS the Greater Vancouver Water District Act provides that a municipality may become a member of the Greater Vancouver Water District (GVWD) if the GVWD has approved of the municipality's membership;

AND WHEREAS on November 30, 2007 the GVWD Board of Directors approved the Village of Belcarra (Village) membership in the GVWD;

AND WHEREAS by an agreement between the GVWD and the Village attached hereto as Appendix "A" (Entry Agreement), the GVWD and the Village have agreed on the terms and conditions of the Village's membership in the GVWD;

AND WHEREAS the effectiveness of the Entry Agreement is subject to the Village Council adoption of a bylaw by which the Village enters into the Entry Agreement;

AND WHEREAS the Village of Belcarra Council considers it desirable for the Village to become a member of the GVWD.

NOW THEREFORE the Village of Belcarra Council, in open meeting assembled, enacts as follows:

1. This bylaw may be cited as "Village of Belcarra Greater Vancouver Water District Entry Agreement Bylaw No. 412, 2008".
2. By this section, the Village enters into the Entry Agreement as a valid and binding obligation of the Village.
3. The Entry Agreement is hereby approved, ratified and confirmed and the execution and delivery of the Entry Agreement by the Mayor and the Chief Administrative Officer on behalf of the Village is hereby approved, ratified and confirmed.

READ A FIRST TIME on December 8, 2008.

READ A SECOND TIME on December 8, 2008.

READ A THIRD TIME on December 8, 2008.

ADOPTED by the Council on December 10, 2008.

Mayor R. E. Drew

L. Floyd Chief Administrative Officer

This is a certified a true copy of
Village of Belcarra Greater Vancouver Water District Entry Agreement Bylaw No. 412, 2008

Administrator

Village of Belcarra
Bylaw 412, 2008
Appendix A

ENTRY AGREEMENT
GREATER VANCOUVER WATER DISTRICT
and
VILLAGE OF BELCARRA

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THIS AGREEMENT dated for reference the 3 day of December, 2008

BETWEEN:

GREATER VANCOUVER WATER DISTRICT, having an office
at 4330 Kingsway, Burnaby, British Columbia, V5H 4G8

("GVWD") .

AND:

VILLAGE OF BELCARRA, having an office at 4084 Bedwell Bay Road,
Belcarra, British Columbia, V3H 4P8

("Belcarra")

WHEREAS:

- A. GVWD was created and constituted under the *Greater Vancouver Water District Act* S.B.C. 1924 c. 22 (the "Act");
- B. The powers and functions of the GVWD are exercised and discharged by an Administration Board consisting of those persons who are directors for each municipality within the GVWD on the regional board of the Greater Vancouver Regional District ("GVRD") together with the director representing Electoral Area A (the "Administration Board" or the "Board");
- C. Belcarra was incorporated as a village municipality by Letters Patent dated August 22, 1979 pursuant to section 10 of the *Municipal Act* R.S.B.C. 1960 c. 255;
- D. Pursuant to section 82(1) of the Act, Belcarra has applied to be added to GVWD upon such terms and conditions as may be mutually agreed between the Administration Board and Belcarra;
- E. The Administration Board, on the recommendation of the Commission constituted under the Act, and Belcarra have agreed to the terms and conditions expressed in this Agreement;

F. Pursuant to section 82(3) of the Act, this Agreement becomes effective when confirmed by by-law of Belcarra;

G. Belcarra and District of North Vancouver ("**North Vancouver**") have entered into an agreement attached as Schedule "A" (the "**North Vancouver/Belcarra Agreement**"), pursuant to which North Vancouver agrees to convey water supplied by GVWD through its water distribution system to Belcarra on the certain terms and conditions.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants and agreements set out below the parties agree as follows:

1.0 Conditions Precedent

1.1 This Agreement becomes effective on the later of the date that the following have occurred:

- (a) North Vancouver and Belcarra execute and deliver the North Vancouver/Belcarra Agreement free of any conditions;
- (b) the execution and delivery of this Agreement by both parties free of any conditions; and
- (c) Belcarra has confirmed this Agreement by bylaw pursuant to section 82(3) of the Act.

(the "Effective Date")

2.0 Entry of Belcarra to GVWD

2.1 Belcarra will become a member of GVWD on the Effective Date subject to and in accordance with the provisions of the Act, as amended or replaced from time to time, and this Agreement.

2.2 When Belcarra becomes a member of GVWD, it:

- (a) will be entitled to a representative on the Administration Board in accordance with Section 10 of the Act;
- (b) agrees to comply with the plans, policies and regulations of the GVWD including the goals, strategies, actions, and performance measures of the GVWD's Drinking Water Management Plan, as approved by the Board;
- (c) agrees to work with the GVWD and the other members of the GVWD to forecast the demand for water and associated water supply needs at the local, municipal and regional scales by:
 - (i) providing information to the GVWD about future forecasts of Belcarra water demand, including, but not limited to, information on utility servicing, economic growth, land and water use contained in Belcarra's official community plans and regional context statement, as defined in the *Local Government Act*, 1996 R.S. B.C c. 323, as amended or replaced from time to time. Accordingly, by June 1st of each year, Belcarra will provide the GVWD with information on Belcarra's expected demand for water during the following 5 years of each year;
 - (ii) providing the GVWD with a minimum of 1 year written notice of changes or developments that could significantly increase or decrease Belcarra's demand for water.

3.0 Payment for Water Supplied

3.1 Within 30 days of the last day of each month, Belcarra agrees to provide the GVWD with a report setting out the quantity of water supplied to Belcarra by North Vancouver during the month (a "Water Quantity Report").

3.2 The GVWD agrees to invoice North Vancouver on a monthly basis, or as otherwise expressly agreed upon between the GVWD and North Vancouver, for water supplied to North Vancouver that North Vancouver in turn supplies to Belcarra pursuant to the North Vancouver/Belcarra Agreement ("**North Vancouver Invoice**") based on the water rates established pursuant to the Act, as amended or replaced from time to time.

3.3 Belcarra acknowledges and agrees that the North Vancouver Invoice may be included or combined with the GVWD's invoice to North Vancouver for all other water supplied to North Vancouver.

3.4 The GVWD agrees not to assess, levy, impose, demand or collect payment from Belcarra for the GVWD water that is supplied to Belcarra pursuant to the North Vancouver/Belcarra Agreement provided that:

- (a) GVWD water continues to be supplied to Belcarra only pursuant to the North Vancouver/Belcarra Agreement attached hereto as Schedule "A";
- (b) the GVWD water rate (as adjusted from time to time) continues to be included as part of the fee charged by North Vancouver to Belcarra pursuant to the North Vancouver/Belcarra Agreement; and
- (c) North Vancouver pays the North Vancouver Invoices within 30 days from the date upon which it is due and payable.

3.5 If for any reason including, but not limited to, a dispute between North Vancouver and Belcarra, North Vancouver fails or refuses or otherwise does not pay a North Vancouver Invoice within 30 days from the date upon which it is due and payable, then the GVWD may provide Belcarra with written notice of North Vancouver's failure to pay together with an invoice for an amount based on:

- (a) the quantity of water supplied to Belcarra pursuant to the North Vancouver/Belcarra Agreement based on the Water Quantity Report or such other reasonable information as may be available to the GVWD;

- (b) the GVWD water rates established pursuant to the Act, as amended or replaced from time to time; and
- (c) any interest payable with respect to the North Vancouver Invoice pursuant to the Act as amended or replaced from time to time.

(the "Belcarra Invoice").

3.6 If for any reason Belcarra does not pay the Belcarra Invoice, then the GVWD will be entitled to exercise against Belcarra all the remedies available to it under the Act for overdue accounts.

3.7 If Belcarra pays a Belcarra Invoice, in whole or in part, and North Vancouver pays a North Vancouver Invoice, in whole or in part, so that the GVWD receives excess payment for the quantity of GVWD water that is supplied to Belcarra pursuant to the North Vancouver/Belcarra Agreement, then the GVWD will promptly refund the excess payment to Belcarra, provided that Belcarra does not otherwise owe monies to the GVWD.

4.0 Termination of the North Vancouver/Belcarra Agreement

4.1 If or when the North Vancouver/Belcarra Agreement terminates for any reason and if either North Vancouver or Belcarra provide the GVWD with written notice to require the GVWD to construct a main so as to supply Belcarra with GVWD water directly pursuant and according to the provisions of the Act, as amended or replaced from time to time, then:

- (a) the GVWD will proceed with due diligence to plan, construct and either install new water main works or extend an existing water main of another municipality to the boundary of Belcarra **(the "New Works")**;
- (b) provided there is sufficient water generally available to the GVWD for its members, the capacity of New Works will be based on the quantity of water flow necessary to satisfy Belcarra's total water supply;

- (c) the commencement and completion dates for the planning, construction and installation of the New Works will be at the sole discretion of the GVWD;
- (d) title to the New Works will vest in the GVWD and the GVWD will operate and maintain the New Works; and
- (e) Belcarra is responsible for all costs associated with the New Works and will reimburse the GVWD for any costs incurred by the GVWD in planning, constructing and installing the New Works, including any interest and financing charges and all costs associated with phasing in the New Works. The payment of such costs may include a combination of lump sum payments and a water rate surcharge in addition to the regular rate fixed by the Administration Board and charged under the Act by GVWD to its members.

5.0 Financing of Works

5.1 In this section, “**Long Term Borrowing**” means any borrowing that has a term to maturity of twelve months or more.

5.2 The GVWD, from time to time, may borrow (by way of interim borrowing and Long Term Borrowing) such monies as may be necessary or desirable to construct the New Works. The GVWD may in its absolute and sole discretion:

- (a) borrow all of the monies required at once or may borrow portions of the monies as the are required from time to time or as market and economic conditions allow;
- (b) determine the timing and the other conditions of the borrowings;
- (c) determine the interest rate or rates and other costs of financing applicable to the borrowings;

- (d) determine the type of security to be given for the borrowings and the terms and conditions upon which such security is to be granted and may refund or renew any liability or security issued by GVWD in respect thereof; and
- (e) determine such other matters in relation to the borrowings as may be relevant.

5.3 The GVWD will notify Belcarra before it converts any of the borrowings under subsection 5.2 from interim borrowing to Long Term Borrowing.

5.4 Without limiting subsection 5.2 and subject to market and economic conditions, the GVWD will use its best efforts to obtain borrowings under subsection 5.2 on the most favourable terms and conditions available.

5.5 Prior to the GVWD undertaking any Long Term Borrowing, Belcarra may make lump sum payments in respect of the portion of the costs for which it is responsible under this Agreement and such payments will be applied to reduce the borrowing required to finance Belcarra's portion of the costs.

5.6 Belcarra will pay to the GVWD all the amounts required by the GVWD to meet its obligations with respect to the borrowing made by GVWD under subsection 5.2 for that portion of the costs for which Belcarra is responsible under this Agreement at the time or times required by such borrowing.

6.0 Termination of the Entry Agreement

6.1 The Agreement may be terminated or revised by Belcarra upon written notice thereof, subject to Board approval. The Board will determine whether the termination or revision is in the best interest of the GVWD system as a whole using the following criteria:

- (a) the potential for additional or stranded costs and impact on water rates;
- (b) Belcarra's share of any debt incurred by the GVWD pursuant to the Act, as amended or replaced from time to time;

- (c) environmental aspects of the proposed change;
- (d) impact of the length of notice of the proposed change

and the Board may approve, with or without reasonable conditions, or deny Belcarra's request based on the above criteria.

7.0 Connections

7.1 If Belcarra wishes to request North Vancouver to allow Belcarra to make additional connections after the date of this Agreement under the District of North Vancouver/Belcarra Agreement, it shall, prior to making such request, apply in writing and obtain the written approval of the Administration Board.

8.0 Emergency Well Use

8.1 Belcarra agrees to construct, at its expense and in accordance with plans, drawings and specifications which have received the prior approval in writing by GVWD, valves and devices to prevent well water or water from other sources which Belcarra may be entitled to use under the North Vancouver/Belcarra Agreement in an emergency from backing up and entering North Vancouver's water distribution system or any of the GVWD's water mains, distribution or storage facilities.

9.0 Water Quality, Quantity and Pressure

9.1 Belcarra acknowledges and agrees that GVWD has given, and gives, no representation or warranty as to:

- (a) the quality, quantity, or delivery pressure of water supplied by GVWD to North Vancouver for the purposes of the North Vancouver/Belcarra Agreement or otherwise; or
- (b) the provision of peak hour, emergency and fire flows of water.

9.2 Belcarra acknowledges that the GVWD will have no responsibility or liability for changes to the North Vancouver water supply system as a result of GVWD operational changes or otherwise.

10.0 Assignment and Enurement

10.1 This Agreement may not be assigned, in whole or in part, by Belcarra without the prior written consent of the GVWD.

10.2 This Agreement enures to the benefit of and is binding upon the successors and permitted assigns of the parties.

11.0 Notice

11.1 Except as otherwise specifically provided, where any notice, direction or other communication is required or permitted under this Agreement, it must be in writing and, to be effective, it must be delivered by hand, sent by registered mail or transmitted electronically in legible form addressed as follows:

(a) to GVWD:

Greater Vancouver Water District
4330 Kingsway
Burnaby, B.C. V5H 4G8

Facsimile: (604) 432-6248

Attention: Commissioner

(b) to Belcarra:

Village of Belcarra
4084 Bedwell Bay Road
Belcarra, B.C. V3H 4P8

Facsimile: (604) 939-5034

Attention: Chief Administrative Officer

11.2 Any such notice will be deemed to have been received if delivered by hand, when delivered, if sent by registered mail, on the fifth business days after its mailing, except in the case of interruption of regular postal service in which case it will be deemed to have been received when received, and if transmitted electronically, on the day its receipt is confirmed.

11.3 Either party may deliver notice to the other party changing its address for notices.

12.0 Severance

12.1 If any part of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that part of the Agreement will be severed and the decision that it is invalid, illegal or unenforceable will not affect the validity of the remainder of the Agreement.

13.0 Further Assurances

13.1 The parties agree to perform such further acts, do all such things and execute such further documents and instruments as may be required from time to time to give proper effect to the intent of this Agreement.

14.0 General

14.1 In this Agreement:

- (a) gender specific terms include corporations and words in the singular include the plural and words in the plural include the singular; and
- (b) any act, decision, consent or exercise of discretion by a party (or a representative of a party) must be performed, made or exercised, acting reasonably, unless this Agreement expressly provides that the act, decision, consent or exercise of

discretion is in the sole discretion of a party, in which case that party is under no duty to act fairly, reasonably or in good faith and may act in its absolute unfettered discretion.

14.2 This Agreement is the entire agreement between the parties with respect to Belcarra's entry to the GVWD and it terminates and supersedes all other representations, warranties, promises and agreements between Belcarra and the GVWD representing such entry and all related matters.

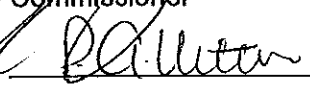
14.3 Despite any term to the contrary in this Agreement, the parties do not intend that this Agreement be construed as an agreement for capital purposes extending longer than 5 years, as regulated by s. 175 of the Community Charter (S.B.C. 2003, c. 26).

IN WITNESS WHEREOF the parties have affixed their corporate seals in the presence of their duly authorized officers as of the day first above written.

The Corporate Seal of
GREATER VANCOUVER REGIONAL DISTRICT
was affixed in the presence of:



Commissioner



Corporate Secretary

(c/s)

The Corporate Seal of
VILLAGE OF BELCARRA
was affixed in the presence of:



Mayor



Chief Administrative Officer

(c/s)

WATER SERVICING AGREEMENT

This Agreement is dated for reference the 25th day of November, 2008.

BETWEEN: **District of North Vancouver**
355 West Queens Road
North Vancouver, BC V7N 4N5

(the "District")

AND: **Village of Belcarra**
4084 Bedwell Bay Road
Belcarra, BC V3H 4P8

(the "Village")

WHEREAS:

- A. The District and the Village entered an Agreement in Principle dated November 27, 2007 with respect to the Village connecting to the Greater Vancouver Water District (the "GVWD") water supply system via the District's water distribution system;
- B. The District has agreed to facilitate the conveyance of water from the GVWD to the Village infrastructure through the District's System and Infrastructure, in accordance with the terms and conditions of this Water Servicing Agreement;
- C. The Village has agreed to become a member of the GVWD and to comply with the plans, policies and regulations of the GVWD as approved by the GVWD Board of Directors.
- D. The District has authorized the execution of this Water Servicing Agreement by a resolution duly passed on the 31st day of November 2008;
- E. The Village has authorized the execution of this Water Servicing Agreement by a resolution duly passed on the 17th day of November 2008;

In consideration of the terms and conditions set out below, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by both parties, the parties covenant and agree as follows:

1.0 Definitions:

- 1.1. In this Agreement, (including the recitals), except as expressly provided or as the context otherwise requires:

"Additional Infrastructure" means any water works or services which may, after the initial installation of water distribution infrastructure under this Agreement, be required, according to good engineering practices, to be constructed and installed, upgraded or replaced within the District in order to service the Village, directly or indirectly in the future;

"Agreement" means this Water Servicing Agreement, including the recitals and schedules hereto, as amended and supplemented from time to time;

"Annual Base Charge" means the annual charge referred to in Section 7.1(a);

"Commencement Date" means the date on which this Agreement comes into effect;

"District Engineer" means the District's Director of Environment, Parks and Engineering;

"District Infrastructure" means that part of the infrastructure constructed or installed by or on behalf of the District specifically to service the Village, directly or indirectly, and located upstream of and including the water meter chamber isolation valves as shown in Schedule A located in the District of North Vancouver;

"District Water Service" means the service of conveying water to the Village Infrastructure via the District's System and includes:

- (a) maintenance and repair of the District System and Infrastructure as provided in this Agreement; and
- (b) other works and services the District generally provides to properties within the District with respect to the supply and distribution of GVWD water;

"District System" means the District's water distribution system;

"Emergency Repairs" means unscheduled repairs or maintenance requiring immediate action to restore the integrity of Village Infrastructure or prevent damage to property or the environment;

"Force Majeure Event" means a cause beyond the reasonable control of the parties, including acts of God or nature, fire, flood, explosion, strikes, lockouts or other industrial disturbances, laws, rules and regulations or orders of any duly constituted governmental authority or non-availability of materials or transportation;

"Greater Board" means a corporate body, incorporated by an Act of the British Columbia Legislative Assembly, which body has responsibility for the provision of water and drainage services;

"GVWD" means the Greater Vancouver Water District;

"Village Infrastructure" means infrastructure constructed or installed by or on behalf of the Village downstream of the water meter chamber isolation valves (excluding the water meter, which will be owned by the District), as shown in Schedule A, to the point of curb stop connection servicing a property within the Village;

"Water By Volume Charge" means the amount charged by the District for the volume of water conveyed through the District System as set out in Section 7.1(b).

1.0 District Water Service

- 1.1. Subject to the terms and conditions of this Agreement, the District agrees to facilitate the conveyance of GVWD water to the Village Infrastructure through the District System.

2.0 Limitations

- 2.1. The District is not required to provide District Water Service to the Village if:
- (a) at any time the District, acting reasonably, determines it does not have the capacity to provide the District Water Service to the Village; or
 - (b) the matters referred to in Section 13.1 have not been resolved or determined by agreement or arbitration.

3.0 Construction of Village Infrastructure

- 3.1. The Village shall, at its expense, construct or install, or cause to be constructed or installed:
- (a) all Village Infrastructure necessary for the provision of District Water Service by the District under this Agreement and generally as set out in the sketch plan in Schedule A which is attached and forms part of this Agreement; and
 - (b) any required Additional Infrastructure.
- 3.2. The Village agrees not to commence construction of the Village Infrastructure or Additional Infrastructure unless and until it has submitted and obtained the approval of the District Engineer, acting reasonably, of the detailed plans for the Village Infrastructure or Additional Infrastructure that will be situated within the District.
- 3.3. The Village Infrastructure and any required Additional Infrastructure situated within the District shall be constructed to and conform to the standards and specifications set out in the District's *Development Servicing Bylaw*; as amended, or any replacement bylaw.
- 3.4. The Village agrees not to commence construction or installation of any component of the Village Infrastructure or Additional Infrastructure which is to be situated on land within the District without first advising the District Engineer in writing at least five (5) days before commencing construction or installation, except for Emergency Repairs.
- 3.5. The Village shall allow the District to inspect the Village Infrastructure from time to time as considered necessary by the District for the purpose of determining whether the Village Infrastructure conforms to the standards and specifications required under Section 3.3 of this Agreement. For clarity, the cost of such inspections is included in the Annual Base Charge.
- 3.6. Upon completion of the construction or installation of any portion of the Village Infrastructure or Additional Infrastructure which is situated on land within the District, the Village agrees to provide the District with as-constructed drawings of such works.

4.0 Maintenance of Infrastructure

- 4.1. The parties agree to maintain, at their own cost, their respective infrastructure at the frequency and to the standard generally accepted for such municipal works.
- 4.2. For clarity and without limiting the effect of Section 25, if, due to earthquake, fire, flood, or other Act of God, District Infrastructure or Additional Infrastructure is damaged or destroyed, the parties agree to replace such infrastructure, except to the extent that it is not necessary, based on generally accepted municipal engineering practice, to replace the infrastructure, in which case the parties will repair the infrastructure to the extent that it is required, with the costs of such repair or replacement to be shared equally.
- 4.3. If the Village fails to maintain or repair any portion of the Village Infrastructure which is situated on land within the District to the standards specified in Section 3.3, the District may, at its option and in its sole discretion, perform such maintenance or repairs as is required to bring the Village Infrastructure up to the specified standard and the Village will reimburse the District for any and all costs associated with such maintenance or repair.

5.0 Notice in the Event of Damage

- 5.1. In the event of any damage or destruction of any works which has or may have the effect of interrupting the provision of District Water Service to the Village pursuant to this Agreement, the party first becoming aware of such damage or destruction shall forthwith notify the other party to this Agreement and the District and the Village shall then jointly and diligently proceed to take such action as may be necessary to repair such damage or destruction. Each party will bear the costs associated with respect to repairing their own respective infrastructure.
- 5.2. In the event that damage occurs to either party's infrastructure and the damage requires immediate action to prevent further damage from occurring, the District may take such action as is reasonably necessary in all of the circumstances to repair the damage, including, where necessary, repairing Village Infrastructure. The Village will promptly reimburse the District for the cost of any such repairs to Village Infrastructure carried out by the District.

6.0 Costs

- 6.1. The Village is responsible for all costs associated with the conveyance of GVWD water to the Village Infrastructure, including and not limited to all costs associated with all plans, permits, inspections, materials and construction.
- 6.2. The Village will reimburse the District for any costs incurred by the District, now or in the future, related to the conveyance of water to the Village including, and not limited to, the cost of upgrades to the District System or District Infrastructure, engineering, inspections and legal services, with such costs to include District staff time.
- 6.3. The Village will be responsible for the actual, not just estimated, costs of any District System upgrades required to supply water to the Village Infrastructure.

7.0 Charges for Water Supplied to the Village

- 7.1. The Village will pay the District for the conveyance of GVWD water through the District System an Annual Base Charge plus a Water By Volume Charge as follows:
- (a) the Annual Base Charge is due on January 31 of each year during the term of this Agreement and is based on a share of annual District System operations, maintenance and capital costs, determined by the ratio of design peak capacity requirements for District and Village flows within the portion of the District System conveying Village flows, as illustrated below:
 - (i) in respect of 2009, the Annual Base Charge is \$12,900.00 plus an amount equal to the 2009 Annual Base Charge multiplied by the percentage increase over 2008 amounts of the 2009 District Water Utility operating and capital budgets, including administration, operations and maintenance (but not including reservoir and fire hydrant operations and maintenance), contribution to operating fund, and contribution to capital fund. For clarity, the sum of these budget amounts in 2008 is \$7,057,200;
 - (ii) In respect of 2010 and each subsequent calendar year during the term of this Agreement, the Annual Base Charge may be increased annually and equal the amount of the Annual Base Charge for the previous year plus the percent increase over the prior year of the budget amounts outlined in Section 7.1(a)(i);
 - (b) the Water By Volume Charge is calculated based on the volume of water supplied multiplied by the GVWD unit rate in force, for which the District will invoice the Village on a monthly basis and which is payable within 30 days of the date of the invoice.

8.0 Water Quantity Available to the Village

- 8.1. The Village will not draw water from the District System at a rate exceeding 14 litres per second (L/sec). There will be no limit to the annual volume of water supplied except as restricted by the maximum instantaneous flow of 14 L/sec, subject to any Force Majeure (Section 25) and the limitations of the District System and District Infrastructure.

9.0 Water Quality and Supply

- 9.1. The Village will at all times be responsible for addressing all aspects of water quality within the Village Infrastructure and the District will have no responsibility or liability in this regard.
- 9.2. The District is not responsible for any interruptions in water service to the Village due to any cause, including but not limited to water main break or leak, earthquake, flood or other act of nature or negligence by the District, but excepting gross negligence or willful misconduct on the part of the District.
- 9.3. It is not the intended that and nothing in this Agreement requires the District to provide sufficient instantaneous water flow to meet the Village's fire flow requirements.

10.0 Non-Payment of Charges

- 10.1. If the Village fails to pay the charges payable under Section 7 of this Agreement within 30 days of the payment due date specified in that section, the unpaid amount is a debt due and owing to the District and bears interest at the same rate as is payable by District ratepayers under applicable enactments.
- 10.2. If all or any portion of the Annual Base Charge, including interest accrued, is in arrears, the District may, after sixty (60) days' notice to the Village, suspend the provision of District Water Service to the Village until such time as the Annual Base Charge and accrued interest are paid in full.

11.0 Information Exchange

- 11.1. Each party agrees to the timely exchange of information, including bylaws and amendments, at such frequencies negotiated by both parties if not specified in this Agreement, for and not limited to the following:
- (a) Annual Base Charge;
 - (b) Water By Volume Charges and unit rates for water supplied to the Village;
 - (c) Water conveyance meter readings;
 - (d) Information pertinent to the supply and distribution of water to the Village; and
 - (e) Notifications under this Agreement.

12.0 Notification for Alterations to the Parties Infrastructure

- 12.1. The parties agree that in the spirit of good government to government relations:
- (a) The District will inform the Village of any planned infrastructure repairs, replacement or alterations which may affect the supply of water to the Village and provide plans and other pertinent information to the Village, if requested;
 - (b) The Village will inform the District of any planned infrastructure repairs, replacement or alterations which may affect the supply of water to the Village Infrastructure and provide plans and other pertinent information to the Village, if requested;
 - (c) On receipt of the plans described in this Section 12.0, the District or Village, as applicable, shall review the plans forthwith and within sixty (60) days of receipt, advise the other party with respect to any engineering or other concerns relating to the provision of District Water Service that the parties may have with respect to the respective infrastructure.

13.0 Engineering Concerns

- 13.1. If the District has engineering or other concerns relating to the provision of District Water Service to the Village or that it does not have the infrastructure capacity to supply adequate District Water Service to the Village Infrastructure, the Village and the District will cooperate in an effort to resolve those engineering or other concerns. If the Village and the District are unable to reach an agreement in this regard, the matter shall be resolved under the Dispute Resolution Section (Section 32).

- 13.2. Without limitation, if Additional Infrastructure is required to maintain the supply of water to the Village Infrastructure, the Village will bear the sole cost of same as well as any charges lawfully imposed by a Greater Board.

14.0 Easements

- 14.1. Both Parties will use their reasonable best efforts to grant to each party, at no cost or liability to each party, such statutory rights-of-way, easements, licenses or other rights-of-way as are reasonably required to protect each party's infrastructure.

15.0 Ownership of Works

- 15.1. The parties agree that the Village is the owner of the Village Infrastructure as defined and amended from time to time in Section 1.0 of this Agreement.

16.0 Access

- 16.1. Both parties agree that upon notification, each party will provide the other and its employees, agents and contractors, all necessary access to specified locations within the Village or the District for the provision of the party's municipal services and maintenance, repair and replacement of the infrastructure, in the same manner and frequency as conducted generally within the District or Village.

17.0 Term

- 17.1. The term of this Agreement shall be a period of ten (10) years commencing on the Commencement Date. The Village may renew or extend the term if a request for such renewal or extension is made in writing at least five (5) years before the expiry date, otherwise this Agreement shall expire absolutely at the end of the term.

18.0 Commencement Date

- 18.1. The Commencement Date of this agreement is the 1st day of January, 2009.

19.0 Defaults by the Village

- 19.1. If there is a breach of the terms of this Agreement by the Village, the District may, at its option, notify the Village of such breach and give the Village such time as is reasonable, in view of the nature of the breach, to remedy the breach. If the breach continues after the period of time provided to remedy the breach, the District may, at its option, suspend the provision of all or part of the District Water Service provided hereunder until such time as the breach of this Agreement has been remedied or the District may terminate this Agreement on ninety (90) days' notice.

20.0 General Release and Indemnity

- 20.1. The Village will, subject to Section 25, release, indemnify and save harmless the District and its officers, elected officials, employees, volunteers and agents from and against any and all losses, damages, costs, liabilities, suits, claims or expenses arising directly or indirectly out of:
- (a) any breach by the Village of any of its obligations under this Agreement;
 - (b) any damage to property or personal injury or death arising, directly or indirectly, out of the performance of this Agreement;
 - (c) the maintenance or use of District Infrastructure;
 - (d) the design, planning, construction or installation of Village Infrastructure;
 - (e) provision of District Water Service to the Village;
 - (f) drawing of water by the Village at a rate greater than the 14 litres per second permitted under this Agreement;
 - (g) interruption of water to the Village Infrastructure due to any cause other than gross negligence or willful misconduct by the District; and
 - (h) the quality, potability, pressure, volume or rate of flow of the water delivered to the Village Infrastructure;

This indemnity will survive the expiry or termination of this Agreement.

- 20.2. The District will, subject to Section 25, indemnify and save harmless the Village and any officer or employee thereof, from and against any and all losses, damages, costs, liabilities, suits, claims or expenses arising out of any breach by the District of any of its obligations under this Agreement only so far as such breach results from gross negligence by the District. This indemnity will survive the expiry or termination of this Agreement.

21.0 Insurance

- 21.1. The Village agrees to ensure that at all times during the Term and any renewal of this Agreement it has comprehensive general liability insurance in an amount not less than \$5 million per occurrence to cover the indemnities set out in Section 19 of this Agreement.

22.0 Further Agreements

- 22.1. The Village and the District shall execute such further agreements, authorities and assurances and enact such bylaws as may be necessary to give effect to their covenants herein.

23.0 Delivery of Notices

23.1. All notices and other communications with respect to this Agreement shall be given or made in writing and may be delivered personally or sent by pre-paid registered mail or by facsimile transmission as follows:

- (a) To the Village:
Attention: CAO
Village of Belcarra
4084 Bedwell Bay Road
Belcarra, British Columbia, V3H 4P8
Facsimile number (604) 939-5034;
- (b) To the District:
Attention: Municipal Clerk
District of North Vancouver
355 West Queens Road
North Vancouver, BC, V7N 4N5
Facsimile number (604) 984-9637

or at such other address or in care of such other officer or person as the parties may advise the other party by notice in writing.

23.2. The date of receipt of any such notice shall be deemed to be:

- (a) the date of delivery, if delivered personally; or
- (b) five days after the date of mailing in Canada, if mailed; or
- (c) if sent by facsimile transmission, on the date sent or if not a business day, the next business day.

24.0 Agreement Binding

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

25.0 Force Majeure

25.1. No party will be liable for its failure to perform any of its obligations under this Agreement due to a Force Majeure. For clarity, lack of funds is not a Force Majeure Event.

26.0 Amendment

26.1. No amendment, waiver, termination or variation of the terms, conditions, warranties, covenants, agreements and undertakings set out herein shall be of any force or effect unless the same is reduced to writing duly executed by all parties hereto in the same manner and with the same formality as this Agreement. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, whether or not similar, and no waiver will constitute a continuing waiver unless otherwise expressly provided.

27.0 Time

- 27.1. Subject to a Force Majeure Event, time shall be of the essence in this Agreement.

28.0 Assignment

- 28.1. This Agreement and any right or benefit hereunder may not be assigned by any party without the prior express written consent of the other party.

29.0 Severability

- 29.1. If a provision of this Agreement, or part of it, is deemed invalid, illegal or unenforceable in whole or in part by any court of competent jurisdiction, the remaining provisions of this Agreement or part thereof shall continue in full force and effect, provided that if the intent of the parties is not thereby preserved then any party may terminate this Agreement on thirty (30) days' notice to the other party.

30.0 Included Words

- 30.1. Wherever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural, the feminine or the body corporate or politic where the context or the parties so require, and vice versa.

31.0 Headings

- 31.1. The captions and headings throughout this Agreement are for convenience of reference only; and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope of intent of this Agreement or in any way affect this Agreement.

32.0 Dispute Resolution

- 32.1. The parties agree that in the spirit of good government to government relations, collaboration and consensus will be the primary means to resolve issues; however as a last resort the dispute resolution mechanisms defined under the Community Charter will apply.

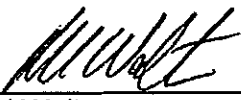
33.0 Counterparts

33.1. This Agreement may be executed in any number of counterparts with the same effect as if both parties had all signed the same document and all counterparts and adopting instruments will be construed together and will constitute one and the same agreement.

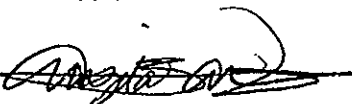
IN WITNESS WHEREOF the parties have executed this Agreement as of the date below.

Executed the 1st day of December, 2008.

DISTRICT OF NORTH VANCOUVER
by its authorized signatories:




Mayor Richard Walton




A/Municipal Clerk, ANGELA BAINS

VILLAGE OF BELCARRA
by its authorized signatories:



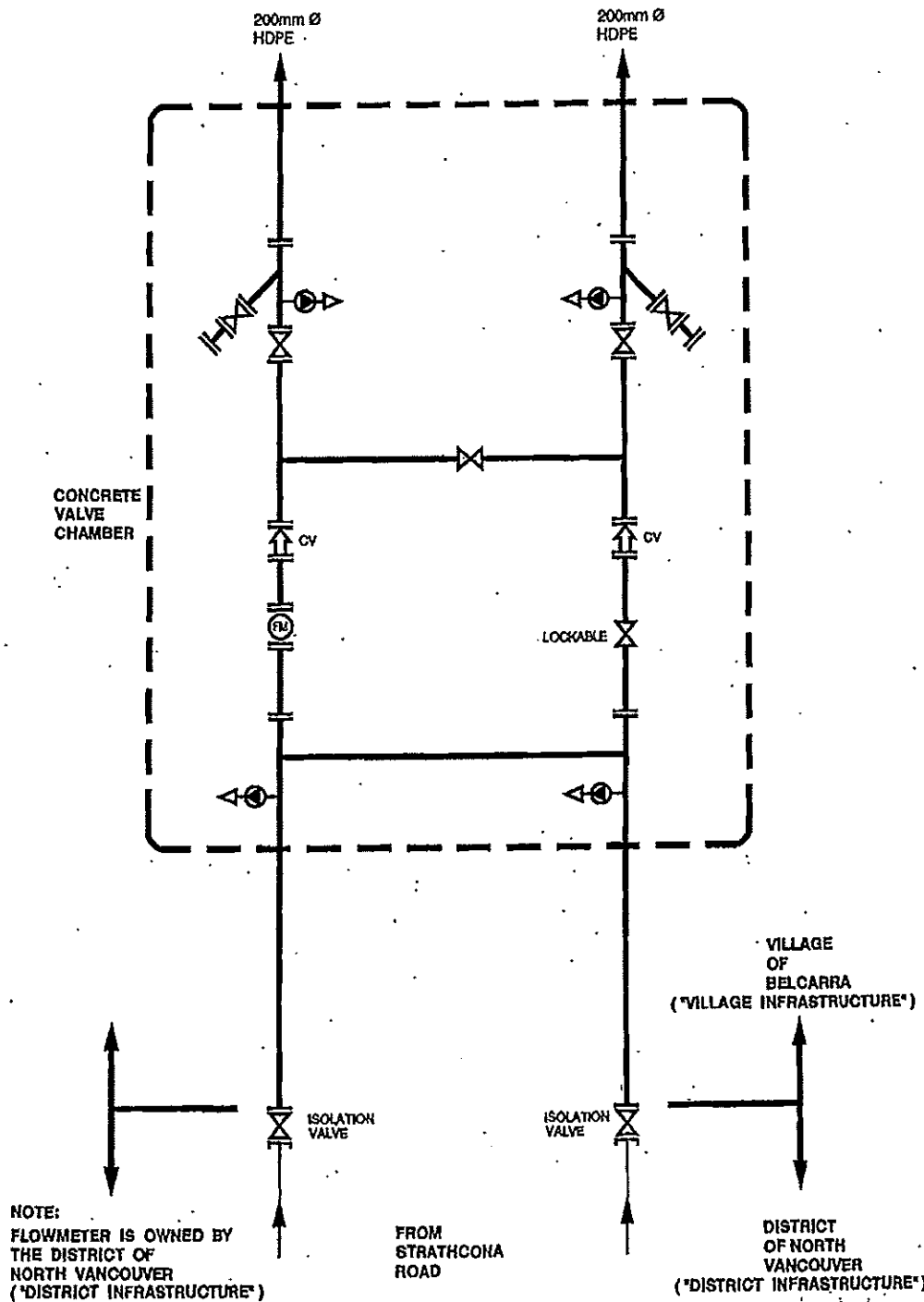
Mayor Ralph Drew



CAO, Lynda Floyd

SCHEDULE "A"

Sketch 1 showing the water meter chamber and limits of responsibility of the District and the Village



SKETCH 1 - DISTRICT OF NORTH VANCOUVER
FLOWMETER CHAMBER
NTS

