

CITY OF SURREY

BY LAW NO. 15449

A by law to authorize the City of Surrey to enter into an Agreement with the White Rock Utilities Limited granting the said White Rock Utilities Limited the right to continue supplying water to consumers within a specified area of the City of Surrey.

.....

WHEREAS the City Council of the City of Surrey and the White Rock Utilities Limited have agreed upon the terms and conditions in regard to the supplying of water to consumers within a specified area of the City of Surrey;

NOW THEREFORE, the City Council of the City of Surrey, in open meeting assembled, enacts as follows:

1. The City Council of the City of Surrey is hereby authorized to enter into and carry out the terms and conditions of an agreement with White Rock Utilities Limited, and the Mayor and Clerk are authorized and empowered to execute said agreement on behalf of the City of Surrey.
2. This By law may be cited for all purposes as "White Rock Utilities Limited Agreement By law, 2004, No. 15449."

PASSED THREE READINGS by Council on the 26th day of July, 2004.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 28th day of July, 2004.

_____MAYOR

_____CLERK

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THIS AGREEMENT made the _____ day of _____, 2004.

BETWEEN:

CITY OF SURREY
14245 - 56th Avenue
Surrey, BC, V3X 3A2

(the "City")

OF THE FIRST PART

AND:

WHITE ROCK UTILITIES LIMITED

#102 - 1440 George Street
White Rock, BC V4B 4A3

(the "Company")

OF THE SECOND PART

WHEREAS:

- A. Section 8 (1) and (2) of the *Community Charter*, S.B.C. 2003, c. 26, as amended (the "*Charter*"), empowers the City to make agreements respecting the provision and operation of the City's services with a contractor.
- B. Section 12(2) of the Charter empowers the City to establish any terms and conditions it considers appropriate in providing services through a contractor.
- C. The City wishes to engage and the Company agrees to construct, install, operate and maintain at the minimum standards specified in the City's Design Criteria Manual and Supplementary Master Municipal Construction Documents as amended from time to time, water mains, service connections and anything required to supply water (the "Service") to the customers listed in Schedule "A" (the "Customers") on the terms and conditions herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the premises and other good and valuable consideration and the mutual covenants hereinafter set out, (the sufficiency of which is hereby acknowledged) the parties covenant and agree each with the other as follows:

1. This Agreement shall remain in force for a period of fifteen (15) years commencing on August 1, 2004 until the day the Customers of the Company have been transferred over to the water distribution system of the City, or July 31, 2019, whichever event occurs first.
2. The Company shall provide the Service to the Customers on an ongoing basis and shall not discontinue the Service except when a Customer is in default of payment of his/her account or when the Company has been served notice as per section 6.
3. The Company shall charge the Customers the same water rates as its other customers in the City of White Rock as amended from time to time, which as at the date of this Agreement is \$1.20 per 100 cubic feet and shall retain 100% of the revenue.

4. The Company will read the Customers' water meters and bill them directly without involving the City in any way.
5. The Company shall not accept new Customers within the City without first obtaining the City's written consent, such consent may be unreasonably withheld.
6. The Company, on 120 days' written notice by the City to the Company, shall cease supplying water to each of the Customers identified in the notice.
7. The Company, upon being served notice by the City to terminate a Customer's service, shall not be entitled to any reimbursement or compensation, including without limitation, loss of revenue, the service connection, the water meter, the curb stop or the meter chamber on the service.
8. The City's firefighters may, during a fire or other emergency, use water from the fire hydrants belonging to the Company, however, the City shall not be required to pay the fire protection levy, the hydrant rental charges, or for the water used during the emergency.
9. The Company will maintain, inspect, alter and repair any cast iron main, service connections, and appurtenances thereto, and servants, agents, contractors and workmen of the Company may, subject to section 14, enter on to the City portion of 8th Avenue, 16th Avenue and 136th Street with machinery, material and equipment as necessary to maintain.
10. The Company undertakes to carry out the Service in an expeditious and workmanlike manner and in accordance with the stipulations within the permits issued by the City.
11. The consent of the City is required for the sale of the Company (by assets or shares) to a municipal, governmental or other public or private body and the Company, its successors or assign may not unilaterally cease providing water to the Customers while service is being continued for other customers in the City of White Rock.
12. The tie ins already in place, interconnecting the Company's water distribution system to the City's distribution system for the purpose of emergency supply of water from one party to the other, shall not be utilized by either party, save and except in the case of an emergency and then only with the consent of both parties, which cannot be unreasonably withheld.
13. The Company will continue to retain ownership of the approximately 3260m (10,700 ft.) of 200mm (8 inch) diameter cast iron main and appurtenances and service connections thereto located on 8th Avenue,

16th Avenue and 136th Street that service the Customers.

14. The City will not unreasonably withhold from the Company, City road and right of way use permits or other permits required by the Company in order to enter the City's roads for the purpose of maintaining, inspecting, altering or repairing the cast iron main service connections and appurtenances.
15. The Company hereby releases, indemnifies and saves harmless the City, its elected and appointed officials, employees and agents from and against any and all liability, actions, causes of actions, claims, damages, expenses, costs, debts, demands or losses suffered or incurred by the City arising from the granting or existence of this Agreement, from the performance by the Company of this Agreement or any default of the Company under or in respect of this Agreement.
16. Nothing contained in this Agreement obligates the City to compensate the Company if any of its Customers default payment of accounts with the Company.
17. Each party hereby covenants, each to the other, that it will do all things and execute and deliver such deeds, discharges, releases or paper writings in good and registrable form as are necessary to carry out the intention of this Agreement.
18. Any notice which may be or is required under this Agreement shall be in writing and delivered or sent by facsimile transmission, addressed to:

a) To the City:

14245 - 56 Avenue
Surrey, BC V3X 3A2
Attention: City Clerk
Phone No.: (604) 591 4113
Fax No.: (604) 591 8731

b) To the Company:

#102 - 1440 George Street
White Rock, BC V4B 4A3
Attention: Chester Merchant, General Manager
Phone No.: (604) 536-6112
Fax No.: (604) 536-3412

or such other address as either party may in writing specify to the other.

19. This Agreement and all changes in the Company's service area are subject to the approval of the Comptroller of

Water Rights, as required by the provisions of the *Water Utility Act*, R.S.B.C. 1996, c. 485, as amended, and any other approval or consent required by law.

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

CITY OF SURREY
by its authorized signatories

D.W. MCCALLUM
Mayor

MARGARET JONES
City Clerk

WHITE ROCK UTILITIES LIMITED
by its authorized signatories

JAMES BROMLEY
President

GREGORY BROMLEY
Secretary

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Schedule A
Surrey Properties on White Rock Water System

1	MYN09-003	13671 16 Avenue
2	YEU09-004	13681 16 Avenue
3	CAM09-005	13697 16 Avenue
4	KOR09-006	13709 16 Avenue
5	MIK09-007	13743 16 Avenue
6	ASB09-006	13759 16 Avenue
7	MAR09-008	13765 16 Avenue

8	WER09-011	13841 16 Avenue
9	HOL09-012	13849 16 Avenue
10	LEE09-012A	13857 16 Avenue
11	KIR09-014	13867 16 Avenue
12	MUL09-012C	13871 16 Avenue
13	ELK09-013	13887 16 Avenue
14	STR09-015	13911 16 Avenue
15	EDW09-049A	1589 136 Street
16	BAK09-050	1579 136 Street
17	PAR09-051	1571 136 Street
18	FED09-184	1559 136 Street
19	VIK09-058	1539 136 Street
20	COW09-059	1529 136 Street
21	BAR09-059A	1519 136 Street
22	LEU09-061	1509 136 Street
23	WAL09-082	1471 136 Street
24	HIR09-084	1435 136 Street
25	HUG09-201	14007 16 Avenue
26	WAL09-202	14037 16 Avenue
27	MYR09-203	14039 16 Avenue
28	CAR09-204	14049 16 Avenue
29	GOO09-204A	14057 16 Avenue
30	MCR09-204B	14063 16 Avenue
31	ATC09-204C	14071 16 Avenue
32	WIL09-204D	14079 16 Avenue
33	BRA09-204E	14087 16 Avenue
34	DUN09-204F	14093 16 Avenue
35	KIR09-204G	14115 16 Avenue
36	JAC09-204H	14123 16 Avenue
37	GOR09-030	14131 16 Avenue
38	SHE09-206	14145 16 Avenue
39	BCL21-153	14523 16 Avenue
40	CRE09-2061	1615 141B Street
41	RUS09-244	1614 144 Street
42	WIE09-245	14417 16 Avenue
43	MAR9-246	14427 16 Avenue
44	VAN09-247	14437 16 Avenue
45	OCE07-235	15622 Marine Drive
46	MUL09-248	14447 16 Avenue
47	BOM09-249	14455 16 Avenue
48	WON09-250	14465 16 Avenue
49	OG109-251	14471 16 Avenue
50	RUS09-252	14479 16 Avenue
51	PAR09-253	14487 16 Avenue
52	DUN09-254	1621 145 Street
53	HAM09-255	1606 145 Street
54	MAT09-256	14529 16 Avenue
55	SPA09-257	14539 16 Avenue
56	MAC09-258	14545 16 Avenue
57	PAT09-033	14557 16 Avenue
58	RED09-260	14567 16 Avenue
59	WEI09-261	14585 16 Avenue
60	HOA09-262	14591 16 Avenue
61	CHA09-268	14615 16 Avenue

62	SEA09-269	14633 16 Avenue
63	HAR09-281A	14683 16 Avenue
64	BER09-281B	14685 16 Avenue
65	GRA09-282	14691 16 Avenue
66	CRY09-282A	14701 16 Avenue
67	SUL09-283	14707 16 Avenue
68	CAM09-284	14719 16 Avenue
69	GIL09-285	14725 16 Avenue
70	LID09-286	14735 16 Avenue
71	RAN09-287	14745 16 Avenue
72	DOK09-287A	14757 16 Avenue
73	GA121-173	14767 16 Avenue
74	ROG09-288	14779 16 Avenue
75	MIL09-289	14789 16 Avenue
76	MAR09-290	14799 16 Avenue
77	SPB09-291	Ponds at 16 Avenue
78	EMR07-236	15782 Marine Drive
79	EMR07-237	15782 Marine Drive
80	EMR07-238	15782 Marine Drive
81	SEM04-202	16049 Beach Road
82	SEM07-226	Semiahmoo Park
83		Marine Drive Baseball Park
	SEM07-228	
84		Semiahmoo Park
	SEM07-240	Washrooms