



2641

APPROVED AND ORDERED SEP. 3 1976

W.S. Owen

Lieutenant-Governor

EXECUTIVE COUNCIL CHAMBERS, VICTORIA SEP. 2 1976

Pursuant to the Municipal Act, and upon the recommendation of the undersigned, the Lieutenant-Governor, by and with the advice and consent of the Executive Council, orders that

the agreement between The Corporation of the District of Surrey and Her Majesty the Queen in Right of the Province of British Columbia, being Schedule "A" of Surrey - Provincial Water Main Installation Agreement (Newton Area) Authorization By-law, 1975, No. 4454, Amendment By-law 1976, No. 4902, as passed third reading, the 12th day of July, 1976, be approved in the form hereto attached.

AK

[Signature]
Minister of Municipal Affairs.

W.R. Bennett

Presiding Member of the Executive Council.

AK

BY-LAW NO. 4902

A By-law to authorize the entering into an agreement with Her Majesty the Queen in Right of the Province of British Columbia regarding the provisions of Water Mains for a specified area of the Municipality.

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Whereas the Municipal Council of the Corporation of the District of Surrey has, pursuant to Section 215A of the "Municipal Act" R.S.B.C. 1960 Chapter 255 as amended, entered into an agreement under the "Department of Housing Act" for the provision of works and services incidental to housing, to any area within the municipality:

and whereas the agreement entered into pursuant to Section 215A of the "Municipal Act" has been duly authorized by, and forms part of "Surrey - Provincial Water Main Installation Agreement (Newton area) Authorization By-law, 1975, No. 4454":

and whereas it is deemed necessary to amend the Agreement forming Schedule "A" to said By-law 4454:

and whereas the terms of the Agreement amending the provisions of the Agreement under Schedule "A" to By-law 4454 have been agreed to by the Corporation of the District of Surrey and Her Majesty the Queen in, the Right of the Province of British Columbia;

Now, therefore, the Municipal Council of the District of Surrey, in open meeting assembled, enacts as follows:

1. The Mayor and Clerk are hereby authorized to execute an agreement on behalf of the Corporation of the District of Surrey in the form attached hereto, and forming Schedule "A" to this By-law, with Her Majesty the Queen in Right of the Province of British Columbia, which Agreement amends certain provisions of the Agreement which is Schedule "A" of said By-law 4454.
2. This By-law may be cited for all purposes as "Surrey - Provincial Water Main Installation Agreement (Newton Area) Authorization By-law, 1975 No. 4454, Amendment By-law 1976, No. 4902.

PASSED by the Municipal Council on the 12th day of July, 1976.

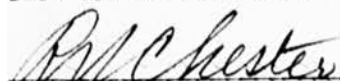
APPROVED by Lieutenant-Governor In Council on the _____ day of _____ 1976.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk and sealed with the Corporate Seal on the _____ day of _____, 1976.

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF BY-LAW NO. 4902 AS PASSED THIRD READING BY THE MUNICIPAL COUNCIL ON THE 12TH DAY OF JULY 1976

_____ MAYOR

_____ CLERK


R. N. Chester
Municipal Clerk

SCHEDULE "A" to By-law 4902

THIS AMENDING AGREEMENT made the _____ day of _____, 1976.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF SURREY

(hereinafter called the "Municipality")

OF THE FIRST PART

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, Parliament Buildings, in the City of Victoria, in the Province of British Columbia (represented by the Minister of Housing for the Province of British Columbia)

(hereinafter called the "Crown")

OF THE SECOND PART

WHEREAS:

A. The parties hereto entered into an Agreement (the "1975 Agreement") dated the 27th day of May, 1975 pursuant to the provisions of Section 215A of the Municipal Act and Section 5 of the Department of Housing Act.

B. The parties are desirous of amending certain provisions of the Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and conditions herein contained the Municipality and the Crown agree as follows:

1. Paragraphs 2, 6 and 8 of the 1975 Agreement are hereby deleted and the following provisions substituted therefor:

"2. In consideration of the Municipality proceeding with the works and performing the covenants hereinafter contained the Crown shall advance to the Municipality a sum equal to the costs of design and construction of the works and of

administering this Agreement up to a maximum amount of \$498,000, which advance shall bear interest at the rate of 10% per annum calculated annually not in advance from the date of advancement of funds to the Municipality, and shall be repaid over a period of 5 years in accordance with the provisions of paragraph 8 hereof.

6. At any time prior to the time the full amount outstanding has been repaid by the Municipality to the Crown, persons whose parcels are subject to being specifically charged under this Agreement shall commute for payment in cash the special charges imposed thereon before the land can be used for development purposes. In 1976, the Municipality has levied one-fifth of the owners' pro-rata share of the costs of the works as determined pursuant to paragraph 4 hereof. The Municipality shall in each year, commencing in 1977 and ending in 1981, at the time of issuing Notices of Taxation to the affected owners, include in such notices one-fifth of the owners pro-rata share of the remaining costs of the works as determined pursuant to paragraph 4 hereof with interest being calculated on the total outstanding pro-rata share up to and including the 31st day of December of the immediately preceding calendar year except that the Notices issued in the year 1981 shall include interest to the due date of payment by the owner. The Municipality shall collect the owner's pro-rata share in the same manner as it collects taxes levied in the ordinary course as if the charge were imposed on the owner as a local improvement tax.

8. Repayment by the Municipality of the sums advanced by the Crown hereunder with interest accrued thereon shall be made in five equal annual payments of an amount sufficient to repay all of the said advances plus accrued interest amortized over a period of five years from the date of the first advance. The first such payment shall be due and be paid 30 days after the date that the Municipal taxes are due and payable for the calendar year 1977 and on a like date in each and every year thereafter, provided that the balance of principal and interest shall be due and be paid on the 3rd day of August, 1981. Notwithstanding this provision, the Municipality may prepay all or part of the principal sum at any time without notice or bonus upon receipt by the Municipality of sums collected pursuant to clauses 6 and 7 hereof and the remaining annual payments shall then be reduced accordingly. Each annual payment shall include interest accrued due on the balance from time to time outstanding up to and including the 31st day of December of the calendar year immediately preceding the date of making such annual payment except that the annual payment due August 3rd, 1981 shall include interest up to the date of payment. If the Municipality fails to make a payment to the Crown when due, the Crown may, at its option, terminate this Agreement and the full balance of principal and interest then outstanding shall forthwith be due and payable by the Municipality".

2. The parties agree that the following provisions are hereby added to the 1975 Agreement as paragraph 12A and 12B:

"12A The Municipality may at its option, upon request of an

owner-occupier of land within the Specified Area, defer the charging of levies by the owner-occupier of all or a portion of the levies made pursuant to paragraph 6 provided however, that such deferred levies shall bear interest from the date they would otherwise have been due to the Municipality at the rate of 11% compounded annually. Such levies, as have been deferred plus interest, shall be payable upon development, or sale, or on July 2, 1981, whichever event shall occur earlier or at such other time or times as the Municipality may specify"

"12B Persons whose parcels are subject to being specifically charged under this agreement may commute for payment in cash the special charges imposed thereon prior to the expiry of this agreement.

3. The parties acknowledge and agree that the 1975 Agreement as amended is hereby ratified and confirmed in all respects and remains in full force and effect and binding upon the parties.

IN WITNESS WHEREOF the parties hereto have duly executed these presents the day and year first above written.

THE CORPORATE SEAL of THE CORPORATION OF THE DISTRICT OF SURREY was hereunto affixed in the presence of:

Mayor

Deputy Clerk

SIGNED, SEALED AND DELIVERED by the Minister of Housing for and on behalf of HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA in the presence of:

