

THE CORPORATION OF THE DISTRICT OF PITT MEADOWS

BY-LAW NO. 520

A By-law to authorize the construction, operation and maintenance of sewerage works, in and for the special benefit of a portion of the Municipality and to authorize the borrowing of the sum of Six Hundred and Eighty-Five Thousand Dollars(\$685,000.00) for the construction of the said works:

WHEREAS it is deemed desirable and expedient to construct, operate and maintain sewerage works in and for the use of that portion of the Corporation of the District of Pitt Meadows herein defined (hereinafter referred to as "Pitt Meadows No. 1 Sewerage Area") and such works will be for the special benefit of the said area;

AND WHEREAS the estimated cost of the works including expenses incidental thereto be carried out under this by-law is the sum of Six Hundred and Eighty-Five Thousand Dollars(\$685,000.00) which is the amount of debt intended to be created by this by-law;

AND WHEREAS a Provisional Certificate of Approval of the sewerage works hereby authorized has been received from the Provincial Health Officer pursuant to Section 28 of the "Health Act", Chapter 170, R.S.B.C. 1960;

AND WHEREAS a Provisional Certificate of Approval of the said sewerage works has been received from the Minister of Lands, Forests and Water Resources pursuant to sub-section (7) of Section 21 of the "Pollution Control Act", Chapter 34, Statutes of British Columbia, 1967, as amended by Chapter 36 Statutes of British Columbia, 1970;

AND WHEREAS the amount of the assessed value for general municipal purposes of the taxable land and improvements within "Pitt Meadows No. 1 Sewerage Area", according to the revised Assessment Rolls of The Corporation of the District of Pitt Meadows being the assessment rolls for the years 1969, 1970 and 1971 was; in 1969 - \$1,997,741.00, in 1970 - \$2,535,391.00, and in 1971 - \$3,303,491.00;

AND WHEREAS the amount of the assessed value for general municipal purposes of the taxable land and improvements within The Corporation of the District of Pitt Meadows, according to the revised assessment rolls of the said Corporation, being the assessment rolls for the years 1969, 1970 and 1971 was; in 1969 - \$5,055,710.00, in 1970 - \$5,916,729.00, and in 1971 - \$7,238,959.00;

AND WHEREAS the Corporation possesses a Provisional Certificate of Self-Liquidation granted by the Inspector of Municipalities in respect of the said sewerage works pursuant to Section 254 (2) of the "Municipal Act";

AND WHEREAS the depreciated value as at the 31st day of December, A.D. 1970, of the waterworks system for which the Corporation possesses a subsisting certificate of self - liquidation granted by the Inspector of Municipalities was \$268,850.00;

AND WHEREAS the amount of the authorized debenture debt of the Corporation is \$12,000.00 of which \$12,000.00 is existing outstanding debenture debt and \$ NIL is authorized and unissued debenture debt and none of the principal or interest of the debenture debt of the Corporation is in arrears;

AND WHEREAS the maximum term for which debentures or other evidence of indebtedness may be issued to secure the debt created by this by-law is twenty-five (25) years from the date of issue thereof;

AND WHEREAS the approval of the Inspector of Municipalities has been obtained.

NOW THEREFORE the Municipal Council of The Corporation of the District of Pitt Meadows, in open meeting assembled, ENACTS AS FOLLOWS:

1. The portion of the Municipality for the special benefit of which the works hereby authorized to be constructed and undertaken and in this by-law referred to as "Pitt Meadows No. 1 Sewerage Area" is defined as the area shown outlined in red on the map which is attached hereto and marked Schedule "A" to this by-law and forms a part of this by-law.

2. The Municipal Council is hereby empowered and authorized to provide, operate, maintain and extend works for the collection, treatment, and disposal of sewage in and for "Pitt Meadows No. 1 Sewerage Area" and to undertake and carry out or cause to be carried out the construction of the sewerage works shown and described in the general plans and report prepared by Associated Engineering Services Ltd. and approved by the Provincial Health Officer and by the Minister of Lands, Forests and Water Resources, and to do all things necessary in connection therewith and without limiting the generality of the foregoing:

- (a) To operate, maintain and extend the foresaid works,
- (b) To acquire all material and equipment and all such real property, easements, rights-of-way licences, rights and authorities as may be requisite or desirable for or in connection with the construction of the said works,

3. For the purpose and with the object aforesaid and subject to the provisions in that behalf hereinafter contained and set forth, there may be borrowed upon the credit of the Corporation the total sum of Six Hundred and Eighty-Five Thousand Dollars (\$685,000.00).

4. If the anticipated revenues accruing to the Corporation from the operation of the "Pitt Meadows No. 1 Sewerage Area: are at any time insufficient to meet the annual payment of interest and the repayment of the debt in any year, the Council shall levy a rate or rates over and above all other rates upon all lands and improvements subject to taxation for general municipal purposes in the "Pitt Meadows No. 1 Sewerage Area", in the same manner and at the same time as other rates sufficient to meet such insufficiency.

5. The Municipal Council is hereby authorized, pursuant to Section 619 of the Municipal Act, to merge by by-law "Pitt Meadows No. 1 Sewerage Area" with any other specified area whether contiguous or not for the purpose of consolidating and completing necessary works or services for such merged areas without further reference to the owner-electors.

6. This by-law shall take effect on the date of final adoption thereof.


7. This by-law may be cited for all purposes as "Pitt Meadows No. 1 Sewerage Area Sewerage Works Construction and Loan Authorization By-law, 1971, No. 520".

READ a first time this 17th day of August, A.D. 1971.

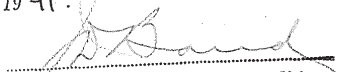
READ a second time this 17th day of August, A.D. 1971.

READ a third time this 2nd day of November, A.D. 1971.

I hereby certify that the foregoing is a true and correct copy of the original Bylaw No. 520, 1971 which was read a third time this 2nd day of November, A.D. 1971.


Municipal Clerk.

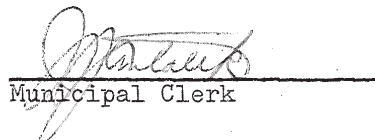
Approved pursuant to the provisions of
section 255(1) of the "Municipal
Act" this 18th day of November
1971.


Inspector of Municipalities

RECEIVED THE ASSENT OF THE OWNER-ELECTORS OF "Pitt
Meadows No. 1 Sewerage Area" on the 11th day of December,
A.D. 1971.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor
and Clerk and sealed with the Corporate Seal on the 14th
day of December A.D. 1971.


Mayor

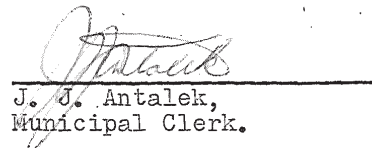

Municipal Clerk

I HEREBY CERTIFY that the foregoing is a true and correct
copy of Pitt Meadows No. 1 Sewerage Area Sewerage Works
Construction and Loan Authorization By-law, 1971, No. 520
which was passed by Council of The Corporation of the
District of Pitt Meadows this day of
A.D. 1971.


Municipal Clerk

TAKE NOTICE that the above is a true copy of the proposed
By-law upon which the vote of the owner-electors in the
specified area of the municipality, as shown in Schedule
"A" to the said by-law, will be taken at the Municipal
Hall, 12460 Harris Road, Pitt Meadows, B. C. on Saturday,
December 11, 1971, between the hours of eight o'clock in
the forenoon and eight o'clock in the afternoon, and that
Mr. J. J. Antalek has been appointed Returning Officer for
the purpose of taking and recording the vote of electors.

Dated at Pitt Meadows, B. C.
this 23rd day of November, 1971.


J. J. Antalek,
Municipal Clerk.

"This is Exhibit "A" to the dec-
laration of _____
sworn before me at _____
British Columbia this _____ day
of _____, 197__.

A Commissioner for taking affidavits
for British Columbia or a Notary
Public in and for the Province."

THE CORPORATION OF THE DISTRICT OF

PITT MEADOWS

A By-law to authorize the construction, operation and maintenance of sewerage works, in and for the special benefit of a portion of the Municipality and to authorize the borrowing of the sum of Six Hundred and Eighty-Five Thousand

Dollars (\$ 685,000.00) for the construction of the said works.

BY-LAW NO. 520

THE CORPORATION OF THE DISTRICT OF PITT MEADOWS

BY-LAW NO. 718

A By-law to authorize The Corporation of the
District of Pitt Meadows to enter into a Joint
Fire Protection Agreement.

The Municipal Council of The Corporation of the District of
Pitt Meadows in open meeting assembled ENACTS AS FOLLOWS: -

1. This By-law may be cited for all purposes as "Pitt Meadows
Joint Fire Protection Agreement Authorization By-law,
1977 No. 718.
2. The Municipal Council of The Corporation of the District
of Pitt Meadows is hereby authorized and empowered
pursuant to Section 64(1) of the "Municipal Act" to
enter into an agreement with The Corporation of the
District of Maple Ridge, to mutually assist each other
in the fighting of fires.
3. The said agreement, a copy of which is attached and forms
a part of this By-law, and is marked as Schedule "1" of
this By-law, shall be carried out in accordance with the
terms and conditions contained therein.
4. The Mayor and Municipal Clerk are hereby authorized and
empowered to do all acts necessary and incidental to the
completion of the said agreement.

READ a first time this 5th day of December , 1977.

READ a second time this 5th day of December , 1977.

READ a third time this 13th day of December , 1977.

RECONSIDERED AND FINALLY PASSED AND ADOPTED this 20th day of December
1977.


Mayor


Clerk

THIS AGREEMENT made the 20th day of December in the year of our Lord, one thousand nine hundred and seventy-seven (1977).

BETWEEN:

THE CORPORATION OF THE DISTRICT OF MAPLE RIDGE
(hereinafter called Maple Ridge)
OF THE FIRST PART

AND THE CORPORATION OF THE DISTRICT OF PITT MEADOWS
(hereinafter called Pitt Meadows)
OF THE SECOND PART

WHEREAS Maple Ridge and Pitt Meadows each maintain their own fire-fighting equipment and personnel;

AND WHEREAS Maple Ridge and Pitt Meadows consider it to be to their mutual benefit to cooperate in the fighting of fires;

NOW THEREFORE this Agreement witnesseth that in consideration of the mutual covenants and provisos herein contained, the parties hereto covenant and agree as follows:

1. In the event that the Fire Chief of either Maple Ridge or Pitt Meadows requires assistance to fight a fire, then upon his request and provided the equipment and personnel are not required by the other Fire Chief for service in its own Municipality or area, it shall be dispatched to assist at the fire in the first Municipality or area.
2. Fire equipment and personnel assisting at a fire shall be under the direction of the Fire Chief of the Municipality or area, where the fire is located, provided however, that the said equipment and personnel may be recalled at any time by its own Fire Chief. Directions by the Fire Chief of the Municipality or area where the fire is located shall be given to the Fire Chief or Officer in Charge of the equipment and personnel of the other Municipality or area, and personnel shall be responsible to their own senior officers only.

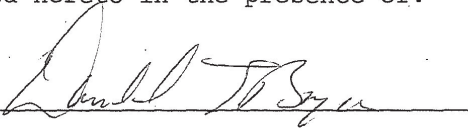
3. Maple Ridge and Pitt Meadows shall not be liable for any loss, injury or damage occasioned to or by the equipment or personnel of the other party hereto.

4. No charge shall be levied for services rendered by any of the parties to this agreement, against another party to this agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and in the year first above written.

THE CORPORATE SEAL OF THE CORPORATION
OF THE DISTRICT OF MAPLE RIDGE was
affixed hereto in the presence of:

DEPUTY Mayor

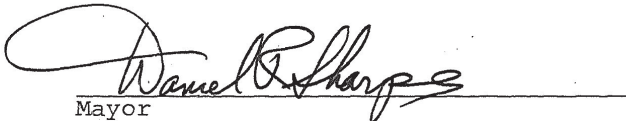


Clerk

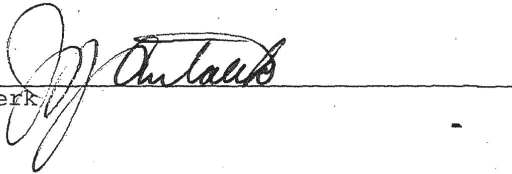


THE CORPORATE SEAL OF THE CORPORATION
OF THE DISTRICT OF PITT MEADOWS was
affixed hereto in the presence of:

Mayor



Clerk



THE CORPORATION OF THE DISTRICT OF PITT MEADOWS


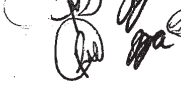




LAND USE CONTRACT NO. 11

SCHEDULE "A"

Siting and construction of buildings, structures and improvements:

All buildings, structures and improvements shall be sited, installed and constructed upon the land in accordance with the plans and specifications which are attached hereto and form part of this Schedule being:

Dwg. No.

 AA-1	Site Plan
 AA-2	Floor Plans - Unit Type 1 Main Floor - Unit Type 1 Second Floor - Unit Type 2 Main Floor - Unit Type 2 Second Floor
 AA-3	Floor Plans - Unit Type 1 Second Floor - Unit Type 2 Main Floor
 AA-4	Exterior Elevations
 AA-5	Exterior Elevations (Cross Section & Details)
 AA-6	Exterior Elevations

All as prepared by Nofhle Design Group, Designers.



THE CORPORATION OF THE DISTRICT OF PITT MEADOWS

LAND USE CONTRACT NO. 11

SCHEDULE "B"

Landscaping, common recreational facilities and surface treatments, fences, etc.

Landscaping, surface treatments, fences and common recreational facilities shall be constructed as provided according to plans and specifications which are attached hereto and form part of this Schedule being:

Dwg. No.

L-1	Landscape Site Plan
L-2	Planting Plan and Plant List
L-3	Landscape Grading Plan, Layout Dimensions and Details

All as prepared by David C. Gibbon and Associates,
Landscape Architects.

B9

THE CORPORATION OF THE DISTRICT OF PITT MEADOWS

LAND USE CONTRACT NO. 11

SCHEDULE "C"

Engineering Works:

Off-site works and services to be installed or provided for by the Developer shall consist of but shall not necessarily be limited to:

- (i) sanitary sewers,
- (ii) storm sewer,
- (iii) water mains,
- (iv) concrete curbs and gutters,
- (v) asphalt road (extension of 119B Avenue),
- (vi) ornamental street lighting,
- (vii) sidewalks,
- (viii) landscaped boulevards,
- (ix) underground electrical and telecommunications wiring.

The Developer further acknowledges the necessity for and covenants and agrees to:

- (a) contribute towards the cost of the Municipality acquiring Lot 10 (save and except part subdivided by Plans 48415 and 49898) of Block "A", Section 1, Block 5 North Range 1 East, Plan 3771, New Westminster District, of which a portion will be dedicated as a road allowance.
- (b) contribute towards the cost of the Baynes Road sanitary trunk sewer already installed.

DATED: day of A.D. 1978;

BETWEEN:

THE CORPORATION OF THE
DISTRICT OF PITT MEADOWS

OF THE FIRST PART

AND:

MARCK ENTERPRISES LTD.

OF THE SECOND PART

C O N T R A C T

THE CORPORATION OF THE DISTRICT OF PITT MEADOWS

BY-LAW NO. 722

A By-law to extend the Boundaries of the "Pitt Meadows
No. 1 Sewerage Area."

WHEREAS pursuant to the provisions of Section 676(1) of the Municipal Act, Chapter 220, RSBC 1979, Council may extend the boundaries of a specified area by by-law approved by the Minister of Municipal Affairs;

AND WHEREAS pursuant to the provisions of Section 676(2) of the said Municipal Act, any liabilities incurred on behalf of the specified area as it was before enlargement shall be borne by all the owners of the land in the area as enlarged;

AND WHEREAS the registered owners of certain properties have requested that their properties be serviced by extension of the "Pitt Meadows No. 1 Sewerage Area" at the total cost of the applicant;

AND WHEREAS the Council deems it expedient and in the public interest to extend the boundaries of the "Pitt Meadows No. 1 Sewerage Area";

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

1. This By-law may be cited for all purposes as the "Pitt Meadows No. 1 Extended Sewerage Area Extension and Construction By-law, 1981, No. 722".
2. The boundaries of the "Pitt Meadows No. 1 Sewerage Area", as defined in the "Pitt Meadows No. 1 Sewerage Area Sewerage Works Construction and Loan By-law, 1971, No. 520", and as extended by the "Pitt Meadows No. 1 Extended Sewerage Area, Extension and Construction By-law, 1974, No. 611", is hereby further extended to include:
 - (a) those portions of properties as shown outlined in red on the maps marked Schedules "A", "B" and "C", attached hereto and forming part of this By-law; and
 - (b) Lot 259, District Lots 254 and 282, Group 1, Plan 48668, N.W.D.; and
 - (c) all of Plan 61254, N.W.D.
3. The boundaries of the "Pitt Meadows No. 1 Sewerage Area", as extended by By-law No. 611 and this By-law are shown as outlined in red on the map marked Schedule "D" attached hereto and forming part of this By-law.

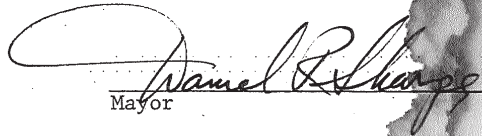
READ a first time by the Municipal Council this 30th day of December, 1977.

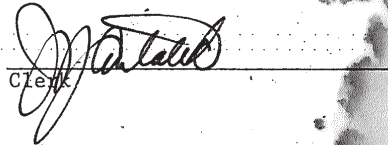
READ a second time by the Municipal Council this 30th day of December, 1977.

READ a third time by the Municipal Council this 15th day of December, 1981.

APPROVED by the Minister of Municipal Affairs this 24th day of January, 1983.

RECONSIDERED, FINALLY PASSED AND ADOPTED by the Municipal Council of the Corporation of the District of Pitt Meadows this 15th day of February, 1983.


Mayor

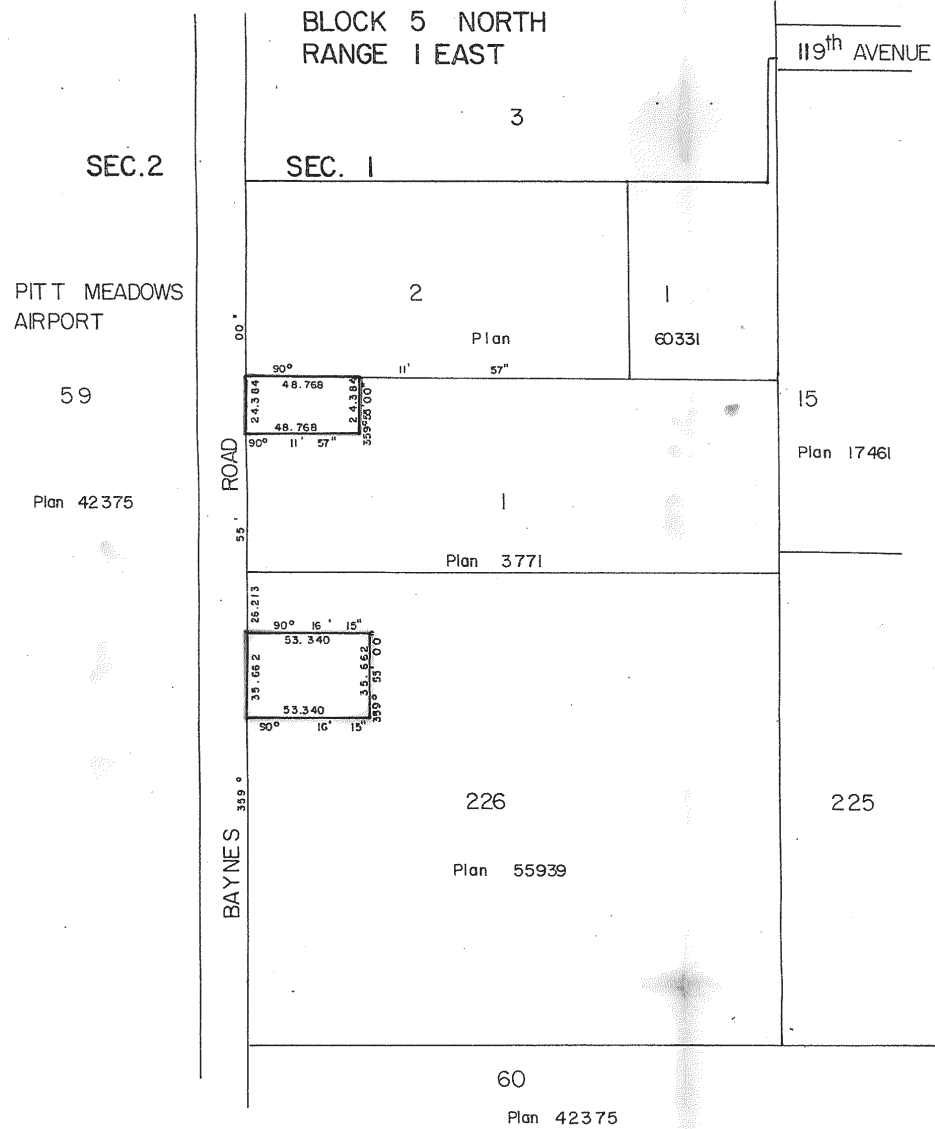

Clerk

THROUGH PARTS OF SECTION 1 BLOCK 5 NORTH RANGE 1 EAST
NEW WESTMINSTER DISTRICT

SCHEDULE B OF PITT MEADOWS NO.1 EXTENDED SEWERAGE AREA EXTENSION AND
CONSTRUCTION BY-LAW 1981, NO. 722.

SCALE 1:2000
0 20 50 70 100

Bearings are astronomic and are derived from Plan 60331.
ALL DISTANCES ARE IN METRES



D.G. Fenning
D.G. Fenning, B.C.L.S.
Dated October 19th, 1981.

THROUGH PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4
OF SEC. 34, BLOCK 6 NORTH RANGE 1 EAST, EXCEPT THE
WEST 15 FEET N.W.D.

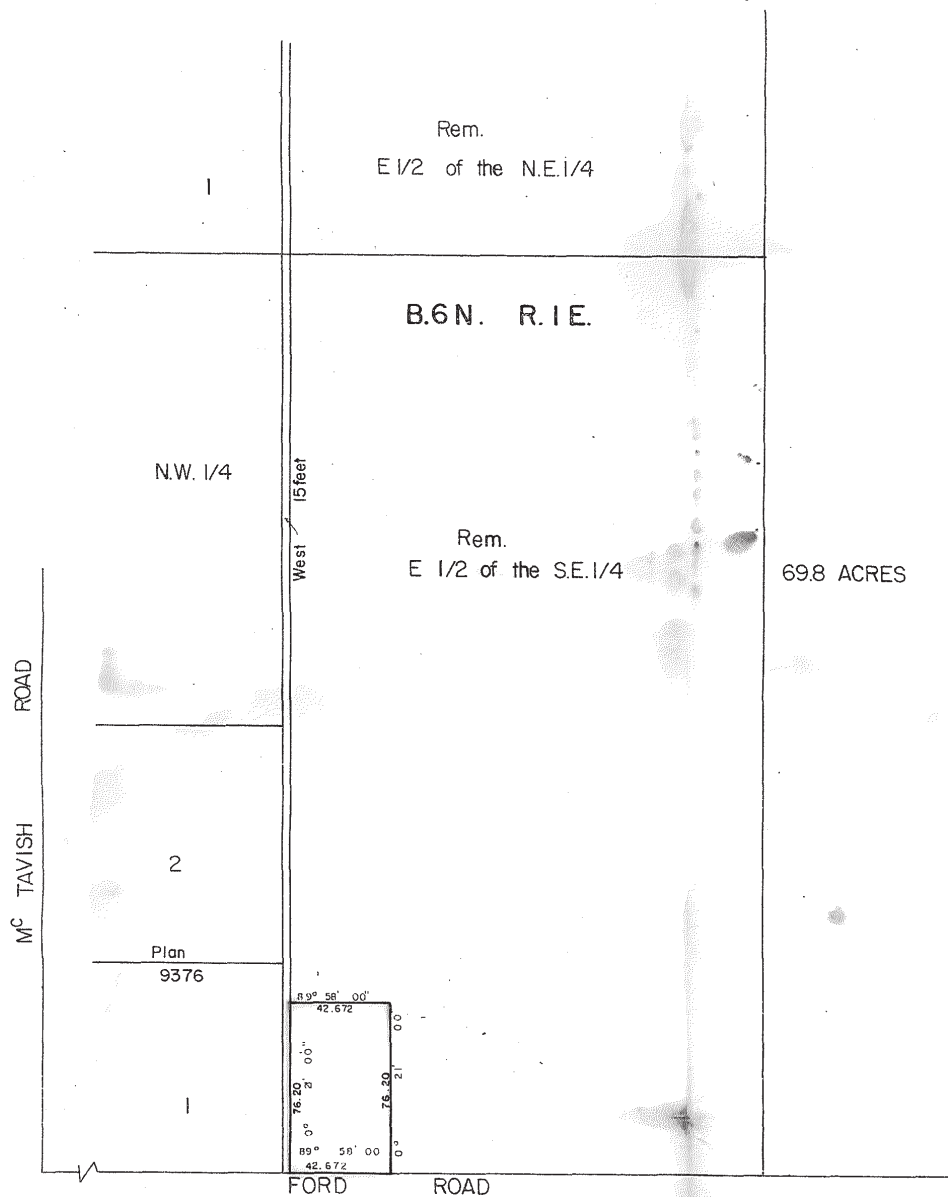
SCHEDULE C OF PITT MEADOWS NO. 1 EXTENDED SEWERAGE AREA EXTENSION
AND CONSTRUCTION BY-LAW 1981, NO. 722.

SCALE 1:2000



ALL DISTANCES ARE IN METRES

Bearings are astronomic and are derived from Plan 9376.



D. G. Fenning

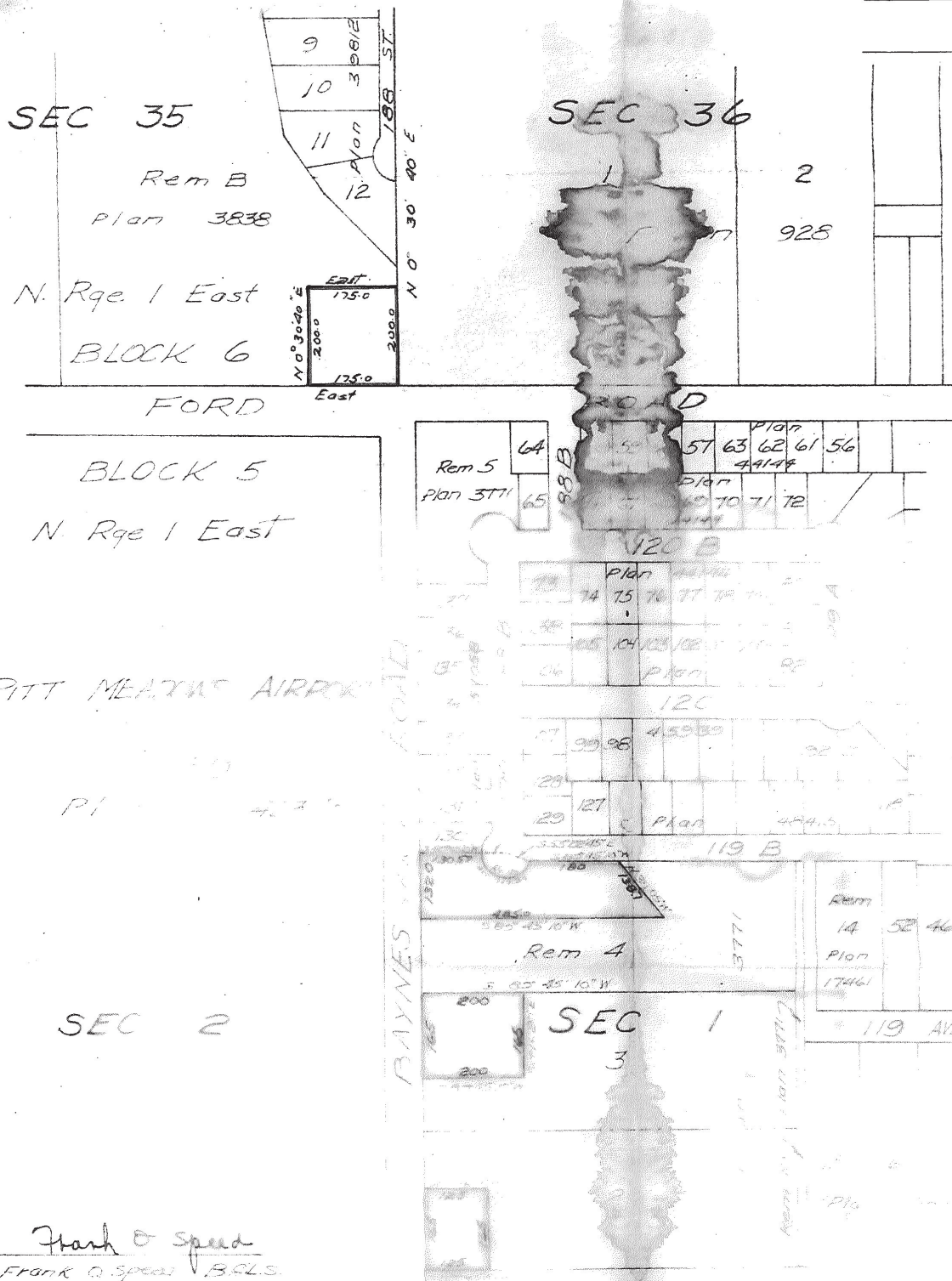
D.G. Fenning
Dated the 19th day of October 1981.

THROUGH PARTS OF SECTION 1 BLOCK 5 AND
SECTION 35 BLOCK 6 NORTH RANGE 1 EAST
NEW WESTMINSTER DISTRICT

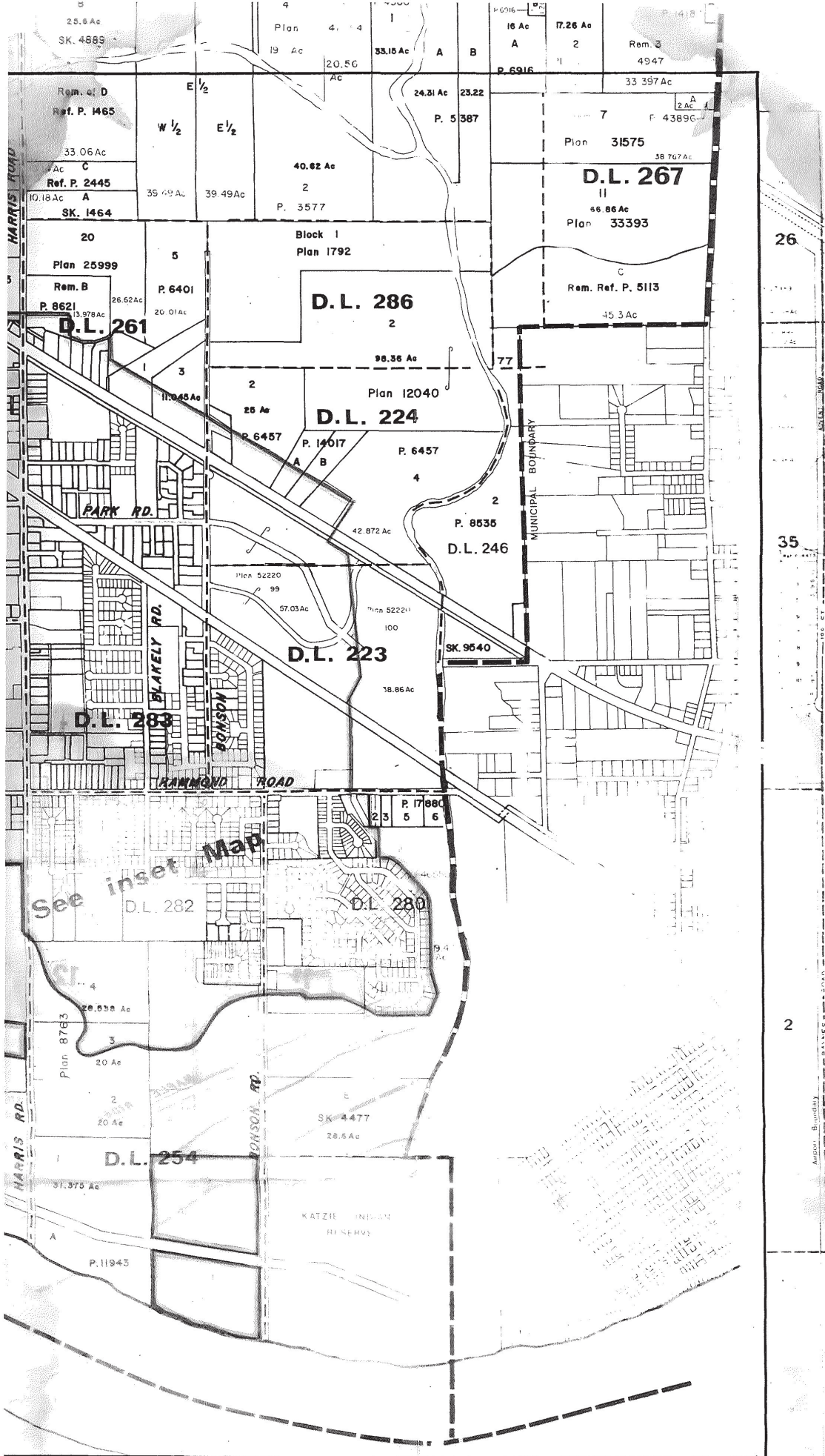
Scale 1 inch = 200 feet

Bearings Astronomic & derived from plan 51258

SCHEDULE A OF PITT MEADOWS NO 1 EXTENDED SEWERAGE AREA
EXTENSION AND CONSTRUCTION BY-LAW 1971, NO 722



Frank O. Speed
Frank O. Speed, B.C.L.S.
Date 16th April 1978



26

35

2

PLAN OF PITT MEADOWS NO. 1 EXTENDED SEWER
THROUGH PART OF THE EAST 1/2 OF THE SOUTH
OF SEC. 34, BLOCK 6 NORTH RANGE 1 EAST EXCEPT THE
WEST 15 FEET N.W.D.

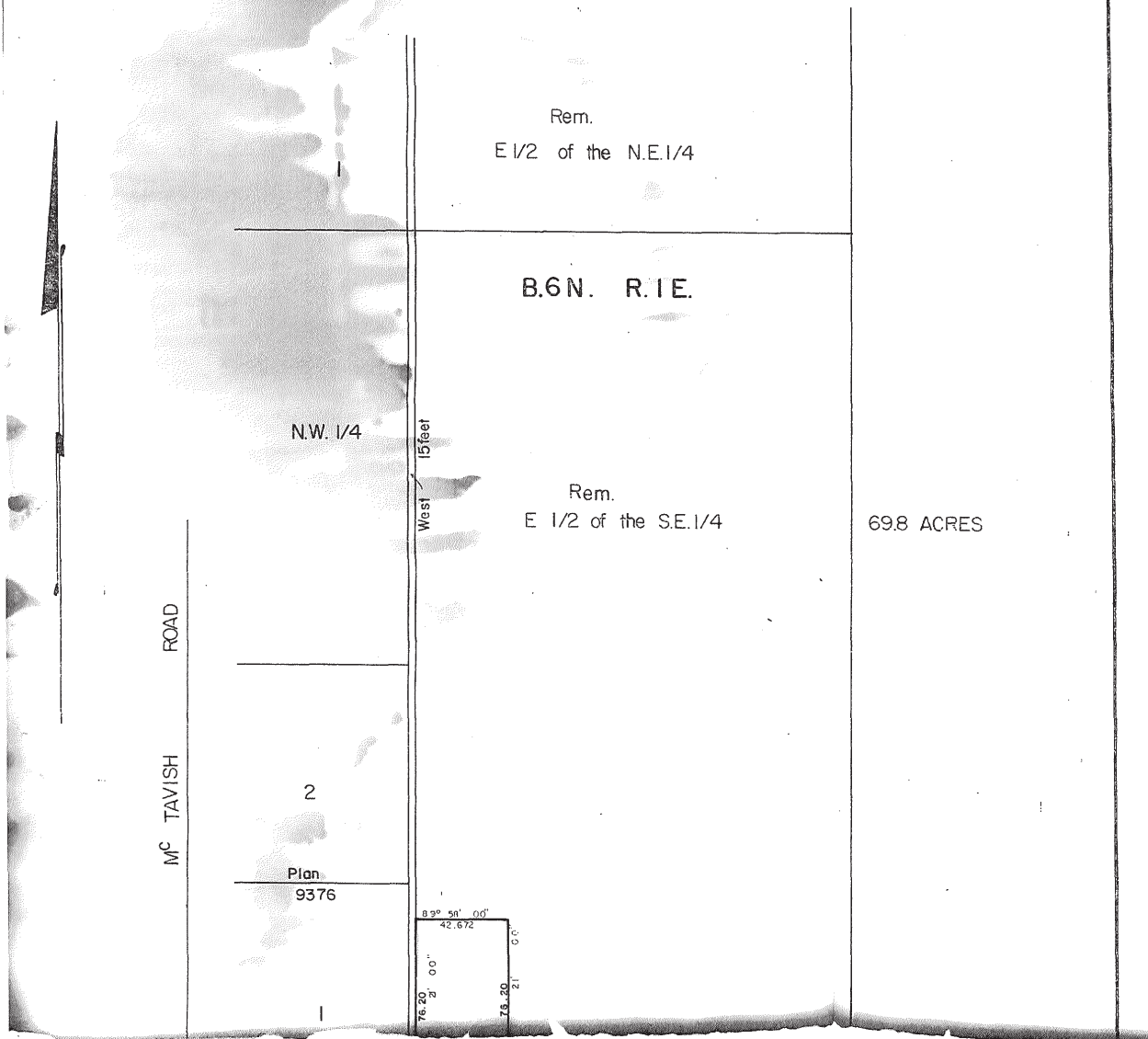
SCHEDULE C OF PITT MEADOWS NO. 1 EXTENDED SEWERAGE AREA EXTENSION
AND CONSTRUCTION BY-LAW 1981, NO. 722.

SCALE 1:2000



ALL DISTANCES ARE IN METRES

Bearings are astronomic and are derived from Plan 9376.

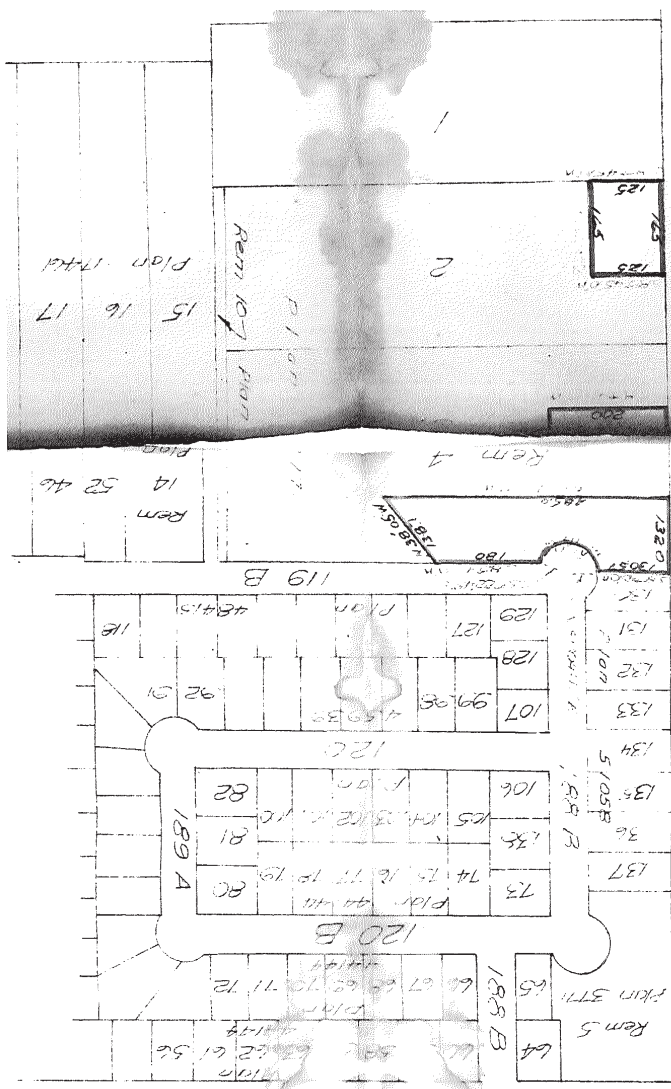
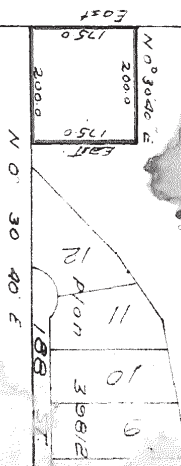


PLAN OF CITY MEADOWS NOT EXTENDED SEWERAGE
THROUGH PARTS OF SECTION 1 T. 20N. 5. AND
SECTION 35 BLOCK 6 NORTH RANGE 1 EAST
NEW WESTMINSTER DISTRICT

Scale

Bearings As Shown

SECTION A OF MEADOWS NOT EXTENDED SEWERAGE



ROAD

1237.5

137.5

137.5

1750

2000

1750

12

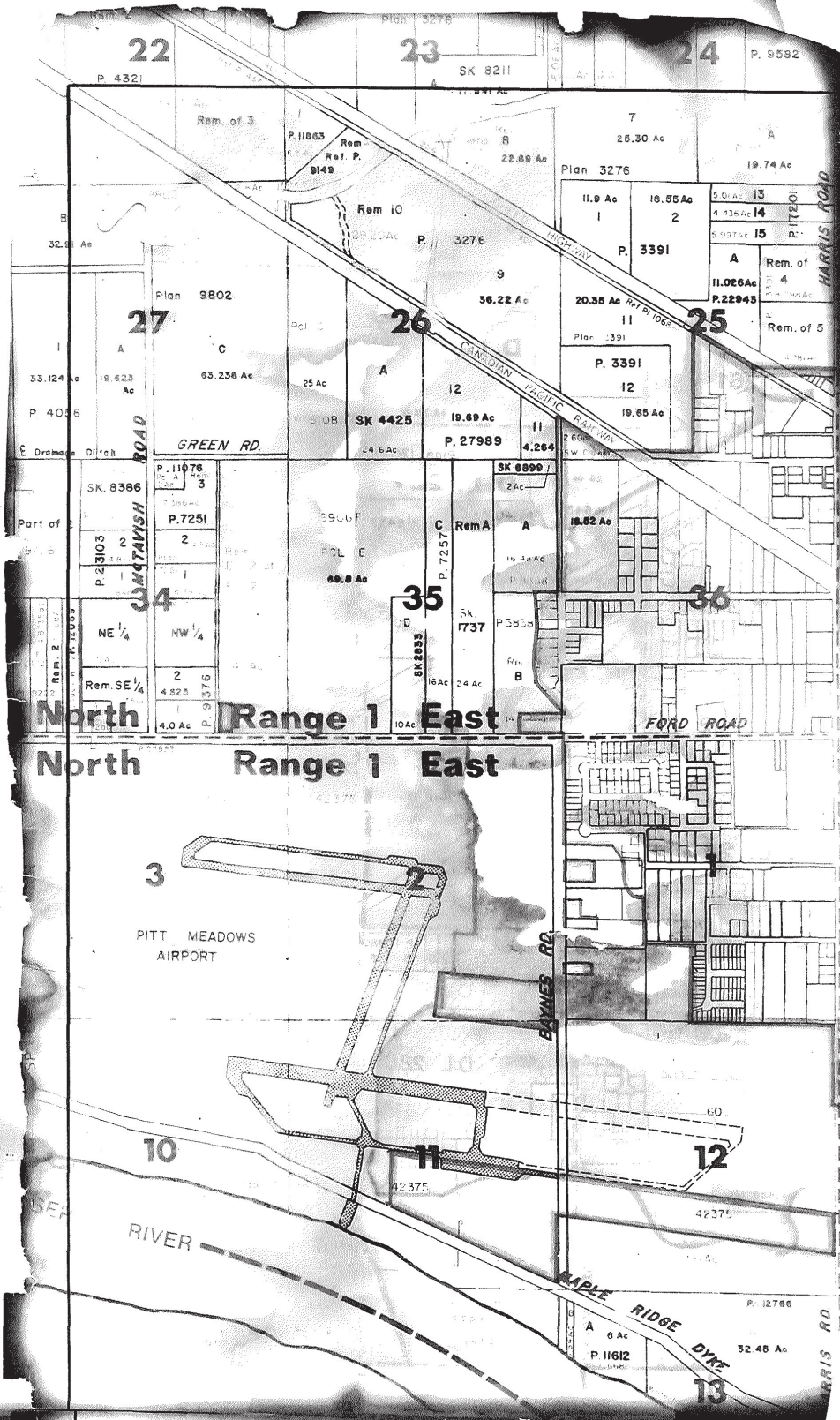
11

10

9

8

Thank you



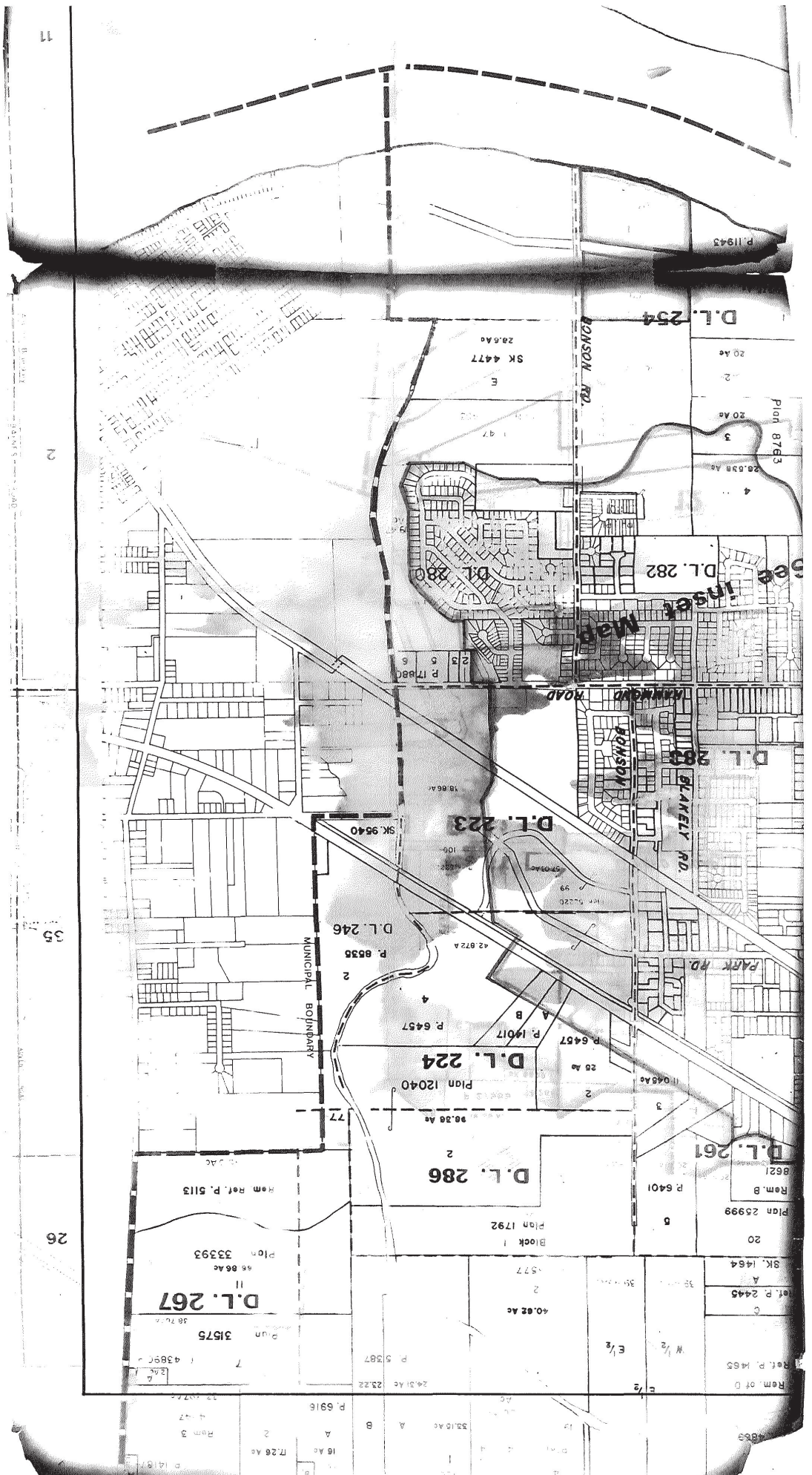
NO. 1 EXTENDED SEWERAGE AREA

BYLAW NOS. 520, 1971

611, 1974

722, 1982

SCHEDULE D. OF "PITT MEADOWS NO. 1 EXTENDED SEWERAGE AREA EXTENSION AND CONSTRUCTION BYLAW, 1981, NO. 722."

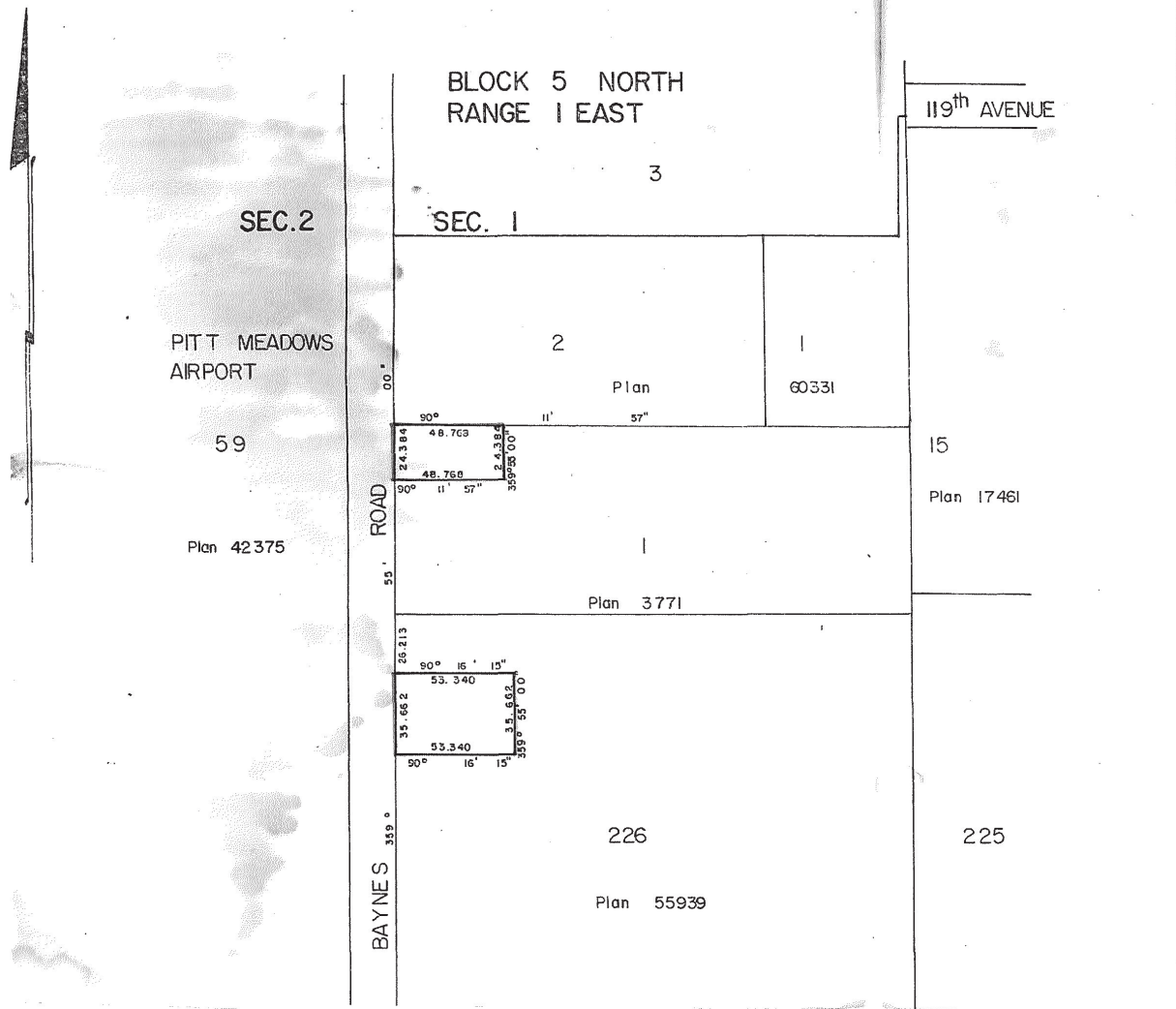


PLAN OF PITT MEADOWS NO.1 EXTENDED SEWERAGE AREA THROUGH PARTS OF SECTION I BLOCK 5 NORTH RANGE I EAST NEW WESTMINSTER DISTRICT

SCHEDULE B OF PITT MEADOWS NO.1 EXTENDED SEWERAGE AREA ACT
CONSTRUCTION BY-LAW 1981, NO. 722.

SCALE 1:2000
0 20 50 70 100

Bearings are astronomic and are derived from Plan 60331.
ALL DISTANCES ARE IN METRES



THE CORPORATION OF THE DISTRICT OF PITT MEADOWS

BY-LAW NO. 781

A By-law to authorize the District to enter into
an agreement pursuant to Section 215A of the
"Municipal Act".

PURSUANT to the authority vested in the District by Section 215A of the "Municipal Act" and to the approval given by the Inspector of Municipalities, the Council of The Corporation of the District of Pitt Meadows in open meeting assembled, ENACTS AS FOLLOWS:-

1. This By-law may be cited as "Pitt Meadows No. 1 Highland Storm Sewer Specified Area By-law, 1979 No. 781."
2. The District is hereby authorized to enter into an agreement with HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA (hereinafter called the "Government"), represented by the Minister of Lands, Parks and Housing, substantially in the form set out in the Schedule to this By-law which Schedule forms part of this By-law and is hereinafter called the "Highland Specified Area Agreement".
3. The District is authorized to undertake construction of the works and Services (hereinafter called the "Works") described in the Highland Specified Area Agreement and to borrow the sum of \$601,000.00 from the Government for that purpose, on the terms and conditions set out therein.
4. The Council hereby specifies the land described in the Highland Specified Area Agreement as the area (herein called the "Highland Specified Area") of the Municipality to which the Highland Specified Area Agreement applies.
5. The cost of the Works shall be imposed on and recovered from the owners of real property in the Highland Specified Area in the manner set forth in the Highland Specified Area Agreement.
6. The Mayor and Municipal Clerk shall execute the Highland Specified Area Agreement by affixing the seal of the Corporation thereto and attesting to the fact by signing their names.
7. This By-law is effective and in force on the date of its adoption.

READ a first time this 29th day of November, 1979.

READ a second time this 29th day of November, 1979.

READ a third time this 23rd day of April, 1980.

RECONSIDERED AND FINALLY PASSED AND ADOPTED this 6th day of June, 1980.


Mayor


Clerk

PAGE 2

BY-LAW NO. 781

I hereby certify the foregoing to be a true and correct copy of By-law No. 781 cited as "Pitt Meadows No. 1 Highland Storm Sewer Specified Area By-law, 1979 No. 781", as read a third time this 23rd day of April, 1980.

Dated at Pitt Meadows, B.C.
this 28th day of April, 1980.


Clerk of The Corporation of the
District of Pitt Meadows.

APPROVED by the Inspector of Municipalities
on the 5th day of June , 1980 .

"C.H.L. Woodward"
Deputy Inspector of Municipalities

CERTIFIED to be a true and correct copy of
"Pitt Meadows No. 1 Highland Storm Sewer
Specified Area By-law, 1979 No. 781", as
reconsidered and finally passed and adopted
this 6th day of June, 1980.


Clerk of The Corporation of the
District of Pitt Meadows.

DATED

1980

BETWEEN:

THE CORPORATION OF THE DISTRICT
OF PITT MEADOWS

AND

HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF BRITISH
COLUMBIA

A G R E E M E N T

SCHEDULE TO BY-LAW NO. 781
HIGHLAND SPECIFIED AREA AGREEMENT

THIS AGREEMENT dated the 14th day of July, 1980.

B E T W E E N :

THE CORPORATION OF THE DISTRICT OF
PITT MEADOWS

(hereinafter called the "Municipality")

OF THE FIRST PART

A N D

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of Lands,
Parks and Housing

(hereinafter called the "Crown")

OF THE SECOND PART

WITNESSES THAT WHEREAS:

A. The Municipality, pursuant to Section 215A of the Municipal Act, may, with the approval of the Inspector of Municipalities, enter into an agreement with the Crown, under the Ministry of Lands, Parks and Housing Act, for any purpose relating to housing, including the provision of works and services incidental to an area in the Municipality that contains housing;

B. Pursuant to Section 215A, the Municipality has specified the area shown in Schedule "A" as a specified area (hereinafter called the "Specified Area") which contains approximately 100 acres of real property suitable for development;

C. The Specified Area requires the works and services shown in Schedule "B" (hereinafter called the "Works"); for the extension of storm drainage facilities and the Works are hereby declared to be for the special benefit of the Specified Area;

D. The Crown has agreed to assist the Municipality to finance the design and construction of the Works and to provide a loan to the Municipality for that purpose.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

PART I - DESIGNATION OF SPECIFIED AREA

- 1.1 The area described in Schedule "A" is hereby designated the Specified Area and the registered owners of real property therein will benefit from the installation of the Works.
- 1.2 The cost of the design, construction and installation of the Works shall be imposed on the owners of the real property within the Specified Area in the manner hereinafter set forth.

PART II - DEVELOPMENT LOAN

- 2.1 For the purpose of designing and constructing the Works in the Specified Area, the Crown will lend to the Municipality an amount equal to the cost of designing and construction of the Works up to an amount not exceeding the sum of \$601,000.00, (hereinafter called the "Loan") PROVIDED that the amount of the Loan may be increased by the Crown in its sole discretion, where the Crown is of the opinion that such increase is justified on the basis of actual tender calls, construction costs, or is attributable to inflation.
- 2.2 The Crown will advance the Loan to the Municipality, from time to time, by instalments based on progress claims made by the Municipality not more frequently than monthly, setting out the value of the Works which are completed or in place and certified by the Municipal Engineer with respect to Works completed and by the Municipal Treasurer

with respect to amount expended as of the date of the claim.

- 2.3 The Municipality will repay the Loan together with any Annual Increments (as hereinafter defined) payable hereunder, at the times and in the manner hereinafter set forth.
- 2.4 The outstanding principal balance of the Loan shall be determined from time to time by reference to the records of the Crown and its records shall be prima facie proof of the state of the accounts between the parties.

PART III - CONSTRUCTION OF THE WORKS

- 3.1 The Municipality will forthwith design and construct the Works to applicable municipal standards in accordance with Schedule "B"; PROVIDED that the Municipal Engineer may authorize such design changes in the construction of the Works as are necessary for more efficiently constructing the same so long as the changes will not render the Works insufficient to accommodate the needs of the Specified Area when it has been fully developed.
- 3.2 The Municipality will apply for all capital grants available from senior Governments for the construction of trunk storm sewer systems and will design the Works to be eligible for such grants. All grants received by the Municipality will be applied by it in reduction of the principal balance of the Loan.
- 3.3 The Municipality will schedule the construction of the Works so that construction of residential dwelling units within the Specified Area can commence not later than January 1, 1981.

PART IV - COLLECTION OF THE PRO-RATED SHARE

- 4.1 For the purpose of this Part the developable acreage of a registered owner's real property shall be determined by the Municipality and its determination shall be final.
- 4.2 The cost of designing and constructing the Works (hereinafter called "Cost of the Works") shall be imposed and levied on the registered owners of the real property in the Specified Area in accordance with the following formula:
- $$\frac{\text{Municipally-determined developable acreage of registered owners real property}}{\text{Developable real property (deemed to be 103 acres)}} \times \text{Cost of the Works}$$
- and the amount so calculated shall be hereinafter referred to as the "Owner's Pro-rated Share".
- 4.3 There shall be added to the Owner's Pro-rated Share an annual increment (herein called the "Annual Increment") and the Annual Increment shall be an amount equivalent to 13% of the Owner's Pro-rated Share in each calendar year. The first Annual Increment shall be added to the Owner's Pro-rated Share on the 1st day of January, 1981, and thereafter, each successive Annual Increment shall be added to the total of the Owner's Pro-rated Share and any previous Annual Increments relating thereto on the 1st day of January of each and every year thereafter until paid.
- 4.4 At such time or times as a registered owner applies to the Municipality to develop real property within the Specified Area the Municipality shall, as a condition precedent to the approval of a strata plan, or a subdivision plan, or the issuance of a development permit or building permit or the adoption of a rezoning by-law, whichever may first occur, require and collect payment of the full amount of the Owner's Pro-rated Share calculated under paragraph 4.2, together with the sum of

the total Annual Increments levied against the subject developable acreage of real property and payable at the date the Municipality approves the application.

For the purposes of this paragraph and paragraph 6.5, "registered owner" includes an agent of the owner.

4.5 The Municipality shall permit a registered owner of real property within the Specified Area to pay all or a portion of his Pro-rated Share together with his Annual Increments at any time before an application is made by him under paragraph 4.4.

4.6 Notwithstanding paragraph 4.3, the Crown may in its sole discretion reduce the Annual Increment in any year or succession of years. A reduction of the Annual Increment under this paragraph shall only be effective for the calendar year in which the reduction was made. The Crown shall notify the Municipality in writing not later than November 30th of the preceding year before the Annual Increment is to be added of the rate of the Annual Increment for the year following.

PART V - REPAYMENT OF THE LOAN

5.1 On or before the 31st day of December in each and every year during the term of this agreement, the Municipality shall pay to the Crown all amounts collected by it pursuant to the provisions of Part IV relating to the Owner's Pro-rated Share and Annual Increments and the Crown will apply all amounts attributable to the Owner's Pro-rated Share in reduction of the principal of the Loan.

5.2 Notwithstanding paragraph 5.1 hereof, the Municipality shall pay to the Crown on the 31st day of December, 1990, the entire unpaid principal balance of the Loan payable as of that date and any Annual Increments the Municipality has collected in the calendar year 1990; PROVIDED that where the mean annual rate of housing unit starts within the Municipality (as determined by Canada Mortgage and Housing Corporation or other mutually acceptable means)

for the period from the date of this agreement to December 31, 1990, has been reduced to 100 or less per annum due to circumstances beyond the reasonable control of either party, this agreement may be extended to a mutually agreeable date.

PART VI - GENERAL PROVISIONS

- 6.1 It is understood that this agreement is based on present expectations of the Municipality for a yield of at least 1500 units within the Specified Area and that policies and plans will be determined by Council to permit development of this magnitude.
- 6.2 The Municipality will process applications for development within the Specified Area with all reasonable dispatch.
- 6.3 If the Municipality has adopted or hereafter adopts a development cost charge by-law relating to drainage, it shall not levy any charge under that by-law on the registered owners of real property in the Specified Area if the levy relates to the Works, and the Municipality will not, for the purpose of that by-law and development cost charges required to be paid under it, treat the Cost of the Works as a new capital cost burden of the Municipality under section 702C (3) of the Municipal Act.
- 6.4 In the event that the Municipality has, prior to the date of this agreement
- (a) imposed a development cost charge on an owner of real property in the Specified Area respecting the Works pursuant to a development cost charge by-law or
 - (b) imposed a development fee on an owner of real property in the Specified Area respecting the Works pursuant to a land use contract,
- the Municipality shall not levy any charges under this agreement on those owners.

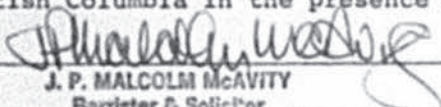
- 6.5 The Municipality will impose the Cost of the Works on all of the registered owners of real property within the Specified Area, and levy the same in accordance with this agreement, notwithstanding that such properties may be hereafter designated for school, parkland or other public purposes. Where the Crown or a Crown agency or the Municipality or a municipally-owned corporation owns real property and develops the same within the Specified Area, it will be subject to the levy imposed by this agreement.
- 6.6 The Municipality will not be entitled to receive any advance of the Loan under this agreement until:
- (a) it has delivered to the Crown a statement of the estimated total Cost of the Works, including construction contract estimates and tender values, engineering design fees, municipal inspection fees, municipal overhead and project estimated total costs;
 - (b) a development and repayment schedule indicating the calendar dates of the construction programme, the dates on which advances of the Loan will be required, and their amounts and the expected annual rate of recovery of the Cost of the Works over the life of the agreement.
- 6.7 The Municipality will not be entitled to apply for a waiver or reduction of an Annual Increment unless it first reviews with the Crown the cash flow for the past year and the current position of the agreement, including revised cash flow forecasts.
- 6.8 The Municipality will erect a sign, provided by the Crown, indicating the nature of the Crown's "215A Program" and that the Crown has provided financial assistance to the Municipality for the construction of

the Works. The Municipality will provide any necessary supporting materials for the sign and will ensure that it continues in place for the full construction period in a prominent location within the Specified Area.

- 6.9 This agreement shall survive the payment of the Loan, and if after its repayment there remains any parcel of real property in the Specified Area in respect of which the Owner's Pro-rated Share and Annual Increments, if any, have not been paid, the Municipality shall continue to impose levies on those parcels in accordance with Part IV of this agreement until the Owner's Pro-rated Share and Annual Increments respecting all developable real property in the Specified Area have been collected. The monies so collected after the repayment of the Loan and payment of all Annual Increments collected for the period ending December 31, 1990 shall be for the sole use of the Municipality.
- 6.10 In this agreement, the singular shall include the plural and a reference to the masculine gender shall include the feminine gender and a body corporate.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

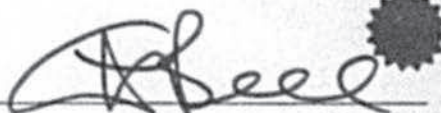

SIGNED, SEALED AND DELIVERED
by the Minister of Lands, Parks
and Housing or its duly
authorized representative on
behalf of Her Majesty the Queen
in Right of the Province of
British Columbia in the presence of:

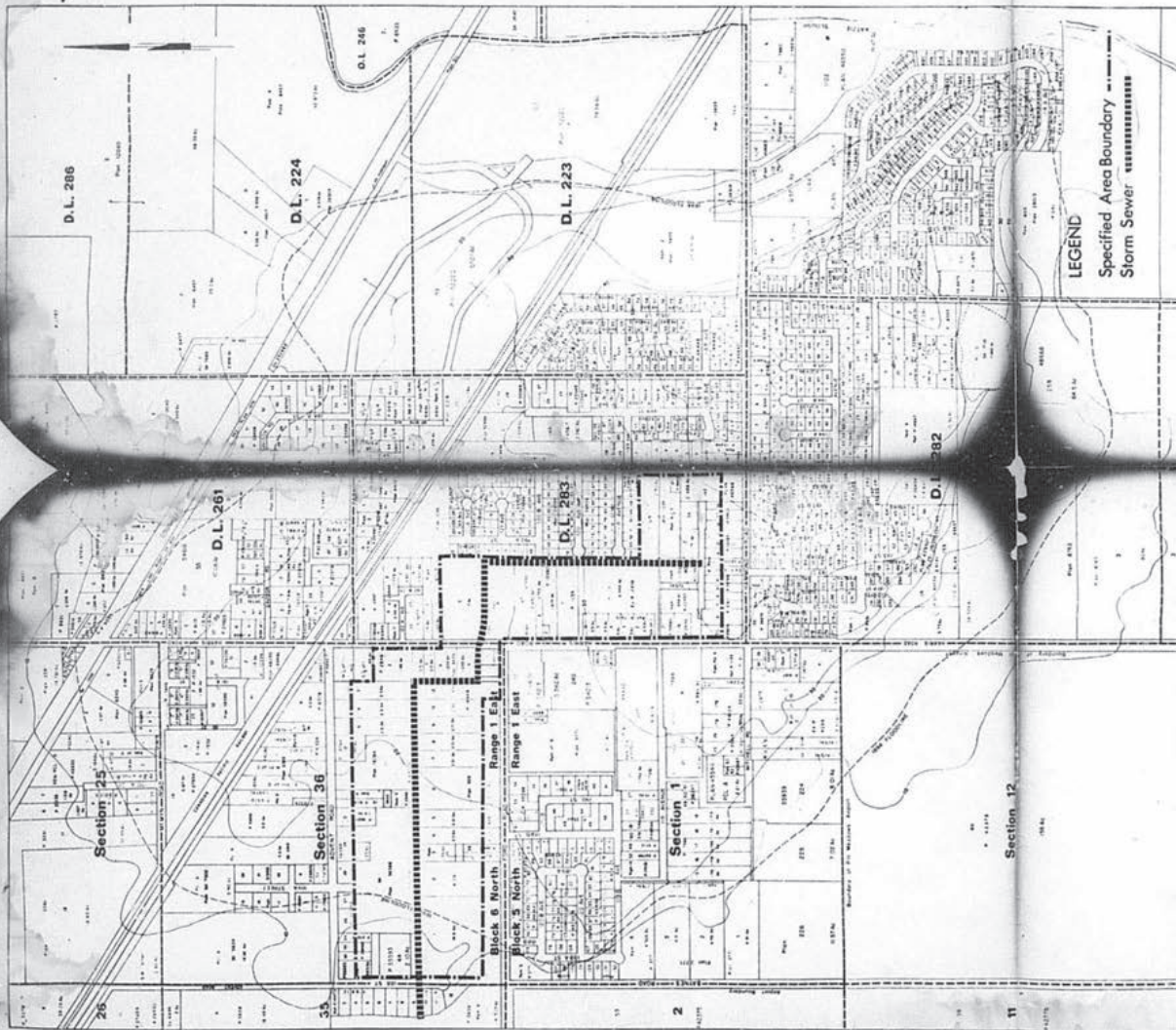

J. P. MALCOLM McAVITY
Barrister & Solicitor
Ministry of Attorney General
Parliament Buildings
Victoria, B.C.

The Corporate Seal of the Corporation
of the District of Pitt Meadows was
hereunto affixed in the presence of:


Authorized Signatory


Authorized Signatory



LEGEND
 Specified Area Boundary
 Storm Sewer

District of Pitt Meadows
HIGHLAND AREA
 SCHEDULE B - The Works

Revisions

Revised	By	Date	Description
1	W. H. H. H.	1911	Original Plan
2	W. H. H. H.	1912	Amended Plan
3	W. H. H. H.	1913	Amended Plan
4	W. H. H. H.	1914	Amended Plan
5	W. H. H. H.	1915	Amended Plan
6	W. H. H. H.	1916	Amended Plan
7	W. H. H. H.	1917	Amended Plan
8	W. H. H. H.	1918	Amended Plan
9	W. H. H. H.	1919	Amended Plan
10	W. H. H. H.	1920	Amended Plan
11	W. H. H. H.	1921	Amended Plan
12	W. H. H. H.	1922	Amended Plan
13	W. H. H. H.	1923	Amended Plan
14	W. H. H. H.	1924	Amended Plan
15	W. H. H. H.	1925	Amended Plan
16	W. H. H. H.	1926	Amended Plan
17	W. H. H. H.	1927	Amended Plan
18	W. H. H. H.	1928	Amended Plan
19	W. H. H. H.	1929	Amended Plan
20	W. H. H. H.	1930	Amended Plan
21	W. H. H. H.	1931	Amended Plan
22	W. H. H. H.	1932	Amended Plan
23	W. H. H. H.	1933	Amended Plan
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91	W. H. H. H.	2001	Amended Plan
92	W. H. H. H.	2002	Amended Plan
93	W. H. H. H.	2003	Amended Plan
94	W. H. H. H.	2004	Amended Plan
95	W. H. H. H.	2005	Amended Plan
96	W. H. H. H.	2006	Amended Plan
97	W. H. H. H.	2007	Amended Plan
98	W. H. H. H.	2008	Amended Plan
99	W. H. H. H.	2009	Amended Plan
100	W. H. H. H.	2010	Amended Plan

Scale 1" = 400'

North Arrow

Surveyor's Note

Surveyor's Name

Surveyor's Address

Surveyor's Phone

Surveyor's Email

Surveyor's Website

Surveyor's Fax

Surveyor's Mobile

Surveyor's Pager

Surveyor's Telex

Surveyor's Telegram

Surveyor's Cable

Surveyor's Radio

Surveyor's Television

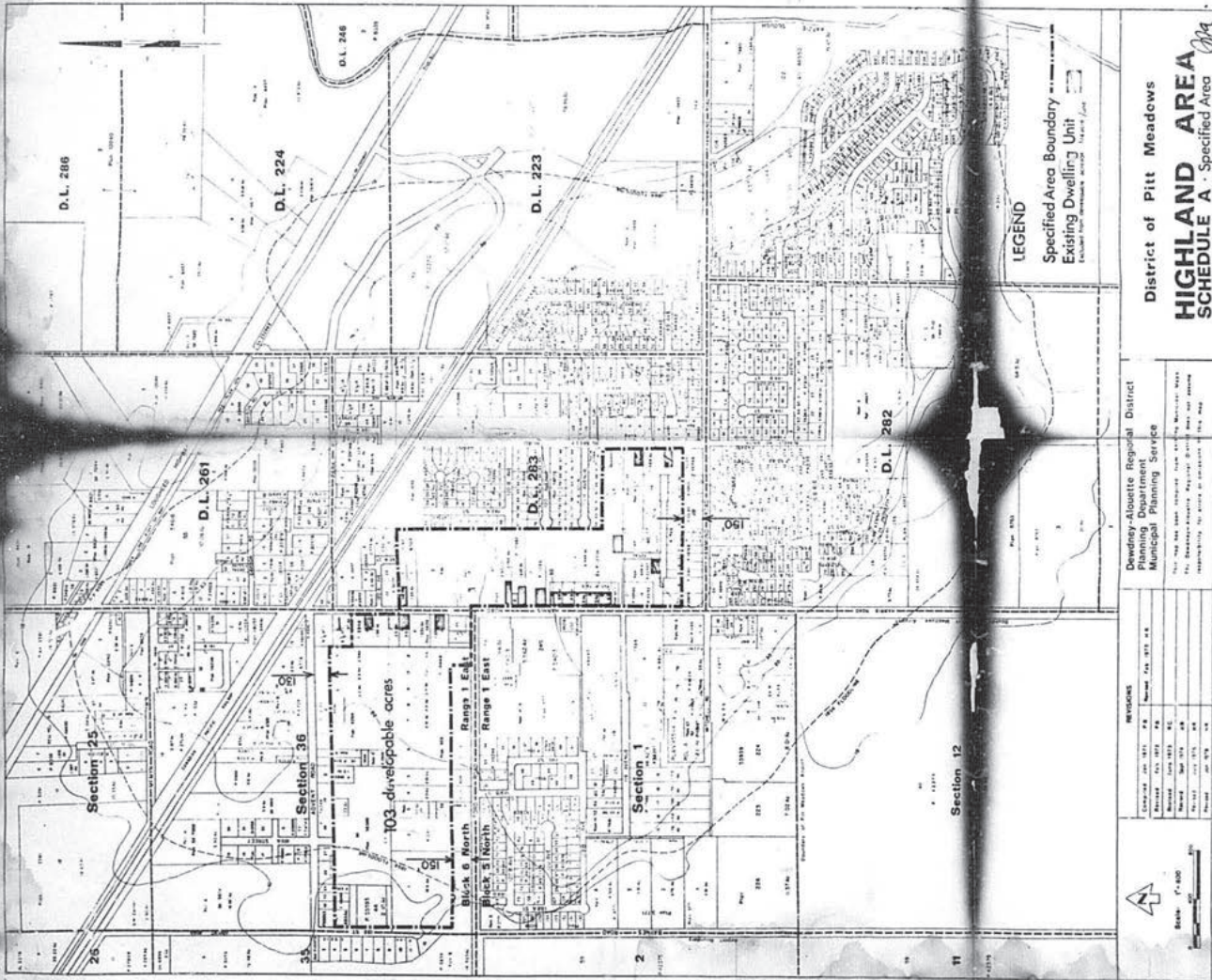
Surveyor's Computer

Surveyor's Internet

Surveyor's Social Media

Surveyor's Other





THE CORPORATION OF THE DISTRICT OF PITT MEADOWS

BYLAW NO. 936

A bylaw authorizing the expenditure of monies
in the Capital Works Reserve Fund.

WHEREAS there is an unappropriated balance in the Capital Works, Reserve Fund established under Bylaw No. 911 of One Million, One Hundred Thousand, Four Hundred and Sixteen Dollars (\$1,100,416) as at January 18, 1983, which amount has been calculated as follows:

Balance in Reserve Fund at December 31, 1981	\$ 966,728
Add: Interest earnings 1982	\$ <u>133,688</u>
	\$1,100,416
Deduct: Total of expenditure bylaws for current year to date	-0-
Balance in reserve fund at January 18, 1983	\$1,100,416

AND WHEREAS it is deemed desirable to expend a portion of the monies set aside under said Bylaw No. 911 for the purpose of Land Acquisition and Construction of a Fire Hall;

AND WHEREAS the approval of the Minister of Municipal Affairs has been obtained;

NOW THEREFORE the Council of The Corporation of the District of Pitt Meadows in open meeting assembled ENACTS AS FOLLOWS:

1. The sum of Three Hundred and Sixty Thousand Dollars (\$360,000) is hereby appropriated from the Capital Works Reserve Fund to be expended on the Acquisition of Land and Construction of a Fire Hall.
2. The expenditure to be carried out by the monies hereby appropriated shall be more particularly specified and authorized by resolution of the Council.
3. Should any of the above amount remain unexpended after the expenditures hereby authorized have been made, any unexpended balance shall be returned to the credit of the said Reserve Fund.
4. This bylaw may be cited as the "Capital Works Reserve Fund Expenditure Bylaw, 1983 No. 936".

BYLAW NO. 936

PAGE 2

READ a first time this 11th day of January, 1983.

READ a second time this 11th day of January, 1983.

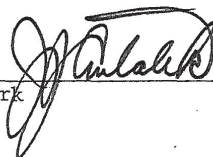
READ a third time this 18th day of January, 1983.

RECEIVED THE APPROVAL OF THE MINISTER OF MUNICIPAL AFFAIRS this 17th day of February, 1983.

RECONSIDERED AND FINALLY ADOPTED this 1st day of March, 1983.

by an affirmative vote of at least two-thirds of all the members of Council.


Mayor


Clerk

CERTIFIED to be a true copy of
"Capital Works, Reserve Fund
Expenditure Bylaw, 1983 No. 936",
as at third reading.


Clerk

BYLAW NO. 951

A bylaw authorizing the expenditure of monies
in the Capital Works Reserve Fund.

WHEREAS there is an unappropriated balance in the Capital Works, Reserve Fund established under Bylaw No. 911 of Nine Hundred and Sixty One Thousand, Four Hundred and Twenty Two Dollars (\$961,422) as at April 19, 1983, which amount has been calculated as follows:

Balance in Reserve Fund at December 31, 1982	\$1,260,609
Deduct: Total of expenditure bylaws for current year to date	<u>299,187</u>
Balance in reserve fund at April 19, 1983	\$ 961,422

AND WHEREAS it is deemed desirable to expend a portion of the monies set aside under said Bylaw No. 911 for the purpose of Land Acquisition and Construction of a Works Yard;

AND WHEREAS the approval of the Minister of Municipal Affairs has been obtained;

NOW THEREFORE the Council of The Corporation of the District of Pitt Meadows in open meeting assembled ENACTS AS FOLLOWS:

1. The sum of Seven Hundred and Fifty Thousand Dollars (\$750,000) is hereby appropriated from the Capital Works Reserve Fund to be expended on the Acquisition of Land and Construction of a Works Yard.
2. The expenditure to be carried out by the monies hereby appropriated shall be more particularly specified and authorized by resolution of the Council.
3. Should any of the above amount remain unexpended after the expenditures hereby authorized have been made, any unexpended balance shall be returned to the credit of the said Reserve Fund.
4. This bylaw may be cited as the "Capital Works Reserve Fund Expenditure Bylaw, 1983 No. 951".

BYLAW NO. 951

PAGE 2

READ a first time this 19th day of April, 1983.

READ a second time this 19th day of April, 1983.


READ a third time this 11th day of May, 1983.

RECEIVED THE APPROVAL OF THE MINISTER OF MUNICIPAL AFFAIRS this
5th day of July, 1983.

RECONSIDERED AND FINALLY ADOPTED this 19th day of July, 1983,
by an affirmative vote of at least two-thirds of all the members of
Council.



Mayor



Dep. Clerk

THE CORPORATION OF THE DISTRICT OF PITT MEADOWS

BYLAW NO. 1123

A Bylaw to provide for the licensing of
commercial vehicles.

The Council of The Corporation of the District of Pitt Meadows,
in open meeting assembled, ENACTS AS FOLLOWS:-

1. This Bylaw may be cited as the "Commercial Vehicle Licensing Bylaw, 1986 No. 1123".

2. In this Bylaw, unless the context otherwise requires,

"Act" means the Municipal Act, being Chapter 290 of the Revised Statutes of British Columbia, 1979, as amended;

"Gross Vehicle Weight" means the weight at which a vehicle is licensed under the Department of Commercial Transport Act or the Motor Vehicle Act, as the case may be;

"Highway" means a highway as defined by the Act but does not include an arterial highway as defined by the Highway Act;

"Licence Inspector" means the person from time to time duly appointed as Licence Inspector for the municipality and also any person lawfully acting in that capacity;

"Owner" means, when used in reference to a vehicle, the person or persons duly registered from time to time under the Motor Vehicle Act or the Department of Commercial Transport Act as the owner or owners of the vehicle;

"Registration Card" means the motor vehicle licence for the motor vehicle issued pursuant to the Motor Vehicle Act or the Department of Commercial Transport Act.

3. The Council hereby declares that The Corporation of the District of Pitt Meadows shall continue to be a participating municipality with respect to the licensing of commercial vehicles and the provisions of Division (2) of Part 11 of the Act shall continue to apply to the municipality.
4. Except as otherwise provided in this Bylaw and in the Act, but subject to the Motor Carrier Act, no vehicle shall be used or operated on any highway in the municipality unless there is displayed upon the vehicle a valid licence plate in accordance with Division (2) of Part 11 of the Act and with this Bylaw.
5. Except as may be otherwise provided by the Act, the owner of every vehicle shall, before it is used or operated on any highway in the municipality, cause the vehicle to be licensed or registered with the Licence Inspector and a licence plate affixed.

6. The application for a licence and licence plate shall be in the form shown in the Schedule, hereto attached and forming part of this bylaw, and shall be signed by the owner or his duly authorized agent, provided that in the case of partnerships or multiple owners any one of such owners or partners may apply and such owner or partner applying shall be deemed to be the duly authorized agent of all the owners or of the partnership.
7. Where the applicant for a licence is an agent or co-owner, the owner or owners shall be deemed to have authorized all statements set forth in the application and shall be deemed to have made such statements on his own or their behalf and as his own or their statements.
8. (1) The application form, together with the registration card for the vehicle, shall be delivered to the Licence Inspector and, in the case where a fee is applicable, shall be accompanied by the fee prescribed in the Act.

(2) Where the applicant for licences is one and the same person, as many applications of the same kind as may conveniently be made on any one of the forms prescribed may be combined in one such form without the necessity for the completion of separate application forms for each vehicle for which a licence plate is sought.

(3) Notwithstanding subsections (1) and (2) but not inconsistent with the Act or this Bylaw, the Licence Inspector is hereby authorized to modify any of the forms prescribed, or any of the administrative procedures prescribed deemed necessary by him when dealing with any owner applying for licences and plates for more than one vehicle.
9. All fees collected by the Licence Inspector under this Bylaw and in accordance with Division (2) of Part 11 of the Act shall be paid forthwith to the Treasurer of the municipality who shall deal with the said fees in the manner provided by the Act.
10. Upon receipt of the application for a licence and upon being satisfied that the prescribed fee (if any) has been paid, the Licence Inspector shall cause to be issued and delivered a numbered licence plate and shall endorse on the registration card
 - (a) the number of such licence plate;
 - (b) the date of issuance thereof; and
 - (c) the fee paid.
11. The licence plate shall at all times be affixed on the inside of the windshield in the upper centre as per instructions contained on the licence plate decal, and shall be kept entirely unobstructed and in a legible condition and shall not obscure any other legally required plate, sign or notice.
12. (1) Where a person ceases to be the owner of a vehicle licensed and authorized to carry a licence plate, the licence plate is deemed to be cancelled and the new owner may make application to the Licence Inspector for the transfer of the licence plate. The new owner shall remove the existing plate from the vehicle and present the plate to the Licence Inspector at the time of his application for transfer.

(2) Notwithstanding subsection (1), the purchase of a vehicle by a dealer in vehicles for resale shall not require the licence plate to be cancelled or transferred until the dealer sells the vehicle to a person other than another such dealer for resale.

13. Where a licence plate is lost, stolen, destroyed or becomes illegible or mutilated, the owner of the vehicle in respect of which the plate was issued, or his agent, may apply to the Licence Inspector for a replacement thereof for a fee of two dollars upon the surrender of such plate, if still in the possession of the owner, and the Licence Inspector is satisfied of the truth of the facts in support of the application, may cause a new licence plate to be issued in replacement and shall endorse the record of its issuance on the registration card.
14. Every person who offends against any of the provisions of this Bylaw, subject to Section 523 of the Municipal Act, or who suffers or permits any act or thing to be one in contravention or violation of any of the provisions of the bylaw, or neglects to do or refrains from doing anything required to be done under this bylaw, or who does any act or thing which violates any of the provisions of this bylaw shall be deemed to have committed an offence under this bylaw and shall be liable, on conviction to a fine and penalty of not less than twenty-five dollars (\$25.00) nor more than five hundred dollars (\$500.00).
15. Bylaw No. 992, cited as "Pitt Meadows Commercial Vehicle Licensing Bylaw, Amendment Bylaw, 1984 No. 992", is hereby repealed.

READ a first time the 16th day of December, 1986.

READ a second time the 16th day of December, 1986.

READ a third time the 3rd day of February, 1987.

RECONSIDERED AND FINALLY ADOPTED the 17th day of February, 1987.


Mayor


Clerk

SCHEDULE

BYLAW NO. 1123

Pitt Meadows Commercial Vehicle Licensing Bylaw.

Municipal Licence Plate _____

Decal No. _____

I, _____, owner (agent of _____
_____ who is the owner) of _____
_____ of a gross vehicle weight of _____

kilograms Motor Vehicle Registration No. _____ apply to the
_____:

1. A municipal licence plate with a current year
decal affixed for the above vehicle for the
licence year 19 ____ for which is hereby
tendered the fee of \$ _____.

Signed: _____
Owner/Agent

Address: _____

THE CORPORATION OF THE DISTRICT OF PITT MEADOWS

BYLAW NO. 1188

A bylaw authorizing the expenditures of monies in the
Pitt Meadows Development Cost Charge Reserve Fund.

WHEREAS development cost charges are collected for the purpose of assisting in the cost of providing services necessary to support new development.

AND WHEREAS the service deemed necessary for new development have previously been established.

AND WHEREAS the funds collected have been deposited to the Development Cost Charge Reserve Fund.

AND WHEREAS the Council of The Corporation of the District of Pitt Meadows deems it desirable to complete a portion of the projects previously established as Development Cost Charge items.

NOW THEREFORE the Council of The Corporation of the District of Pitt Meadows in open meeting assembled, ENACTS AS FOLLOWS:

1. This Bylaw may be cited as the "Pitt Meadows Development Cost Charge Reserve Fund Expenditure Bylaw, 1988 No. 1188".
2. The sum of \$717,156.63 is hereby appropriated from the "Pitt Meadows Development Cost Charge Reserve Fund Establishment Bylaw, 1983 No. 981" and it is hereby authorized to be used to partially fund the projects as set out in Schedule "A" forming part of this bylaw.

READ a first time the 6th day of April, 1988.

READ a second time the 6th day of April, 1988.

READ a third time the 19th day of April, 1988.

RECONSIDERED AND FINALLY PASSED AND ADOPTED the 3rd day of May 1988.


Mayor


Clerk

SCHEDULE "A"

<u>PROJECT</u>	<u>TOTAL COST</u>	<u>D.C.C.</u>
<u>Sanitary Sewer Collections</u>		
Park Rd, 192A - East	\$ 50,735.91	\$ 7,442.44
Industrial - East-West Trunk	\$115,936.93	\$115,936.93
Bonson Rd., Industrial to Katzie Reserve	\$110,470.51	1,029.39
189A St., North of Advent	\$ 28,146.13	\$ 13,147.88
194A St., South of Park	\$ 16,539.97	\$ 7,039.83
McMyn Rd., South of Park	\$ 30,202.44	\$ 12,854.91
192A St., Davison - Park	\$ 39,208.56	\$ 6,608.37
Park Rd., Bonson - West	\$ 36,064.11	\$ 15,349.79
194B St., North of Park	\$ 22,652.16	\$ 9,641.33
McMyn and 190th St.,	\$ 63,339.69	\$ 41,186.64
	<u>\$513,296.41</u>	<u>\$230,237.51</u>
<u>Waterworks</u>		
116B Ave, 195A St.	\$ 49,346.90	\$ 45,300.45
Arrowood Industrial Site	\$ 5,295.00	\$ 5,295.00
	<u>\$ 54,641.90</u>	<u>\$ 50,595.45</u>
<u>Drainage</u>		
116B Ave.,	\$ 12,397.13	\$ 6,049.80
Park Rd.,	\$120,857.89	\$ 82,295.61
Arrowood - Industrial Site	\$ 15,175.00	\$ 15,175.00
	<u>\$148,430.02</u>	<u>\$103,520.41</u>
<u>PROJECT</u>		
<u>Major Roads</u>		
Ford Rd., Baynes - 189A, Pole Relocation	\$ 8,260.00	\$ 5,154.24
Ford Rd., - Sidewalk	\$ 352.00	\$ 219.65
Ford Rd., - Pole Relocation	\$ 12,486.39	\$ 7,791.51
Hammond Rd., - Trailer Park to East	\$ 82,168.40	\$ 25,636.54

PROJECTMajor Roads Con't

Harris Rd., - Road allowance (Venturis) Portion of Lot 31, Section 36, Block 6, North Range 1 East, Plan 36399 NWD.....	\$ 3,800.47	\$ 2,371.49
Harris Rd., - Road allowance (Creative Yarn) Portion of Lot A, District Lot 261, Group 1 Plan 6115 NWD.....	\$ 500.00	\$ 312.00
Harris Rd., - Sidewalk Corner of Harris and Hammond Roads	\$ 8,522.25	\$ 5,317.88
Harris Rd., - Road allowance (Storoz) Portion of Lot 1 of District Lot 261, Group 1 Plan 10328 NWD	\$ 3,978.49	\$ 2,482.58
	<u>\$120,068.00</u>	<u>\$ 49,285.89</u>

Minor Roads

116B Ave.,	\$193,380.67	\$ 20,498.35
Davison Rd., - Road allowance (Gallagher) Portion of Lot 2, District Lot 261, Group 1 Plan 10328 NWD	\$ 28,926.80	\$ 17,529.64
Sidewalks - 194B St., and 120B Ave.,	\$ 8,475.30	\$ 1,050.94
	<u>\$230,782.77</u>	<u>\$ 39,078.93</u>

Open Space

Hoffman Natural Park - Property Purchase Lots 3, 4 and 5 of Lot 12, Section 36, Block 6 North Range 1 East Plan 2946 NWD	\$153,246.59	\$153,246.59
Eagle Park - Big Toy installation	\$ 6,877.09	\$ 6,877.09
Greenbelt Upgrade	\$ 2,156.88	\$ 2,156.88
Davey Jones Park - Backstop installation	\$ 4,415.00	\$ 4,415.00
Pitt Meadows Athletic Association Community Service Building - Contribution from the District of Pitt Meadows	\$ 60,000.00	\$ 60,000.00
	<u>\$226,695.56</u>	<u>\$226,695.56</u>
Administration - Update files and recalculate service costs	\$ 17,742.88	\$ 17,742.88
	<u>\$1,311,657.54</u>	<u>\$717,156.63</u>

THE CORPORATION OF THE DISTRICT OF PITT MEADOWS

BYLAW NO. 1293

A Bylaw to authorize a lease of municipal property
at the Harris Park for the Pitt Meadows Athletic
Association Community Service Building

WHEREAS the Council may, pursuant to the provisions of clause (c) of subsection (1) of Section 674 and subsection (2) of Section 679 of the Municipal Act, lease or rent property owned or held by the Municipality for pleasure, recreation or community uses of the public;

AND WHEREAS the Council deems it desirable and expedient to grant a lease to the Pitt Meadows Athletic Association for a community service building at the Harris Park;

NOW THEREFORE, the Council of The Corporation of the District of Pitt Meadows, in open meeting assembled, ENACTS AS FOLLOWS:-

1. This Bylaw may be cited as the "Athletic Association Lease Bylaw."
2. The Corporation of the District of Pitt Meadows is hereby authorized to grant a lease to the Pitt Meadows Athletic Association, in the form of lease, marked the "Schedule" and attached hereto and forming part of this Bylaw, for the use of municipal property held for pleasure, recreation or community uses of the public.
3. The Mayor and the Clerk are hereby authorized to sign and affix the seal of the Corporation and to do all things necessary to complete the said Agreement on behalf of The Corporation of the District of Pitt Meadows.

READ a first time the 1st day of September 1989.

READ a second time the 1st day of September 1989.

READ a third time the 6th day of September 1989.

RECONSIDERED AND ADOPTED the 26th day of September 1989.



Mayor

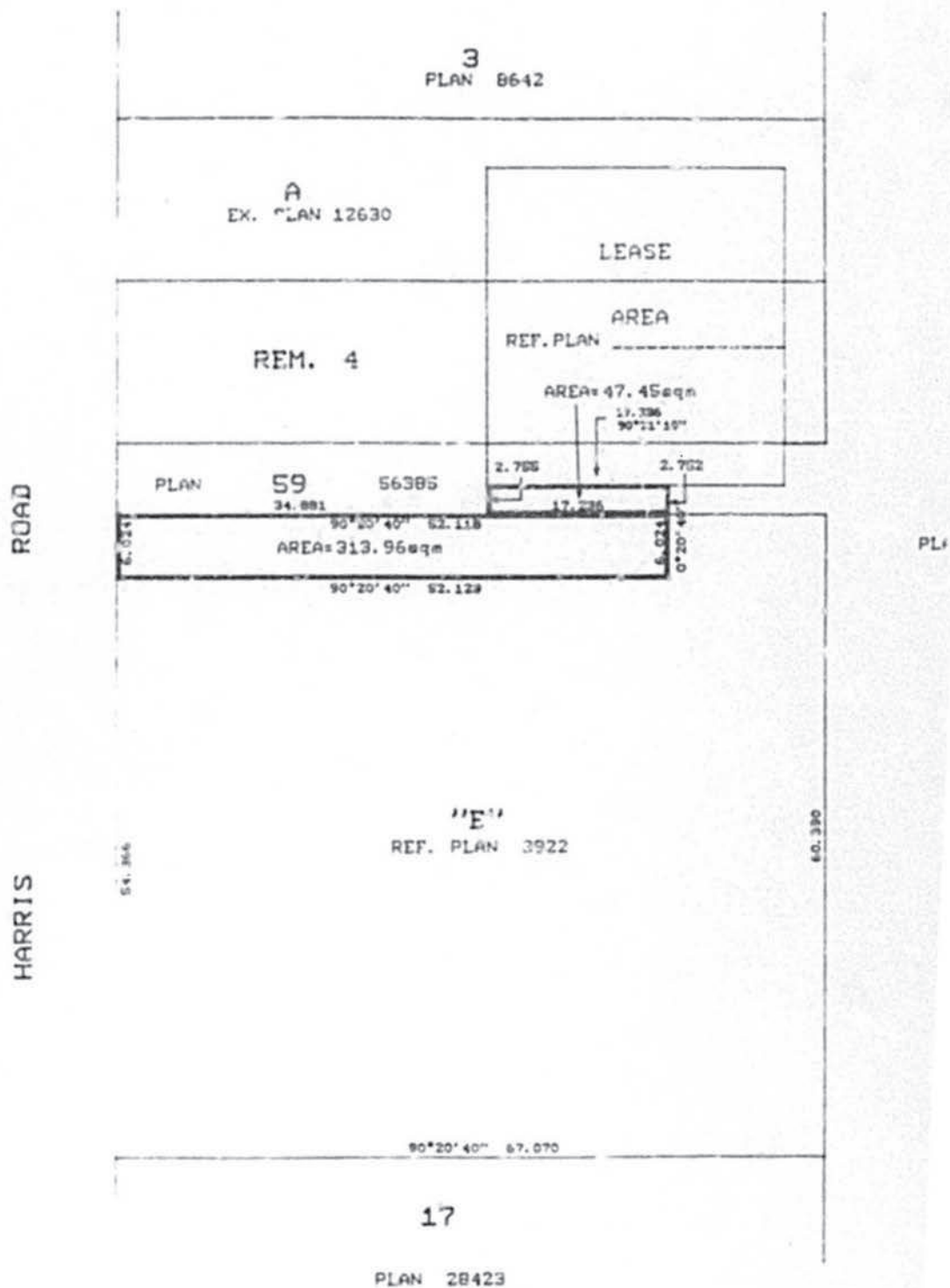


Deputy Clerk

EXPLANATORY PLAN

for Lease between The Corporation of the District
of Pitt Meadows

and the Pitt Meadows Athletic Association.



SCHEDULE TO BYLAW NO. 1293
THE ATHLETIC ASSOCIATION LEASE BYLAW
FORM 17

NATURE OF CHARGE: Commercial Lease

MARKET VALUE: \$65,000.00

HEREWITH FEES \$35.00

PRESENTED BY:

THE CORPORATION OF THE DISTRICT OF
PITT MEADOWS

12007 Harris Road, Pitt Meadows, B.C.
VOM 1P0

Signature of Agent for Applicant

THIS INDENTURE made August _____, 1989.

under the "Land Transfer Form Act", Part 2,

BETWEEN:

THE CORPORATION OF THE DISTRICT OF PITT MEADOWS,
a Municipal Corporation under the "Municipal
Act" of the Province of British Columbia, and
having its Municipal Offices at 12007 Harris
Road, in the Municipality of Pitt Meadows, in the
Province of British Columbia, VOM 1P0

(hereinafter called "Pitt Meadows")

OF THE FIRST PART

AND:

PITT MEADOWS ATHLETIC ASSOCIATION,
c/o 12007 Harris Road in the Municipality of Pitt
Meadows, in the Province of British Columbia, VOM 1P0,
a society under the "Society Act" of the Province of
British Columbia,

(hereinafter called "the Athletic Association")

OF THE SECOND PART

witnesses that Pitt Meadows does demise to the Athletic Association, its executors,
administrators and assigns, a portion of

- (a) Lot 4, (save and except part subdivided by
Explanatory Plan 12630) of Block A District
Lot 261, Group 1 Plan 8642, New Westminster
District;
- (b) Lot A, (Explanatory Plan 12630), of Lot 4
Block A, District Lot 261, Group 1 Plan
8642, New Westminster District; and
- (c) Lot 59, District Lot 201, Group 1 Plan
56385, New Westminster District,

situate, lying and being in the Municipality of Pitt Meadows as shown within
the portion described as lease area outlined on the Reference Plan prepared
by D. E. Fenning on the 10th day of July, 1987, annexed hereto and forming
part of this Lease, hereinafter referred to as "the said land".

FROM January 1, 1989, for the term of FIVE (5) years, yielding during the term the rent of Sixty-five Thousand Dollars (\$65,000.00) for the year 1989 and ONE DOLLAR (\$1.00) per year thereafter.

The Athletic Association covenants with Pitt Meadows

to pay rent;
and to pay taxes;
and to pay water, sewer, power and other utility rates and charges;
and will not assign without leave, such leave not to be unreasonably withheld;
and will not sublet without leave;
and will leave premises in good repair;
and will not suffer or permit the said land to be charged with any encumbrance without the approval of Pitt Meadows.

And Pitt Meadows may enter and view state of repair,

and that the Athletic Association will repair according to notice.

Proviso for re-entry by the lessor on nonpayment of rent, or nonperformance of covenants.

Pitt Meadows covenants with the Athletic Association for quiet enjoyment.

The Parties hereto further agree to the following:

1. The said land shall be used for the purpose of constructing and operating a public community centre building, and for no other purpose, unless approved in writing by Pitt Meadows.
2. The Athletic Association shall not have any claim or demand against Pitt Meadows for detriment, damage, accident or injury of any nature whatsoever or howsoever caused to the said land, or to any person or property, including any structures, erections, equipment, materials, supplies, motor or other vehicles, fixtures and articles, effects and things erected, bought, placed, made or being on or about the said land, unless such damage or injury is due to the negligence of any officer or servant of Pitt Meadows while acting within the scope of his duties or employment.
3. The Athletic Association shall not construct or erect any building or other structures on the said land without obtaining the approval of Pitt Meadows of plans showing the design and nature of construction of such building or structures and their proposed location, and all such buildings or structures shall be constructed and thereafter maintained by and at the cost and expense of the Athletic Association to the satisfaction of Pitt Meadows.
4. If at any time or times during the currency of this Lease, any damage or injury (ordinary wear and tear and damage by Acts of God only excepted) should be occasioned to the said land from any cause whatsoever or to any works or property of Pitt Meadows, by reason of or on account of the operations of the Athletic Association, or any action taken or things done or maintained by virtue thereof, then, and in every such case, the Athletic Association shall, immediately upon notice thereof from Pitt Meadows, either given verbally or in writing, repair, rebuild and restore the same to the entire satisfaction of Pitt Meadows, or Pitt Meadows may at its option repair such damage or injury, in which case the Athletic Association shall upon demand forthwith repay and reimburse Pitt Meadows for all costs and expenses connected therewith or incidental thereto and any costs and expenses unpaid on December 31 shall be deemed to be taxes in arrear and shall promptly be so entered on the tax roll by the Collector.
5. Pitt Meadows agrees to permit vehicular and pedestrian access to the

said land over a portion of Lot 59, Plan 56385 and a portion of Lot "E" (Ref. Plan 3922), Block A, District Lot 261, Group 1, New Westminster District situate, lying and being in the Municipality of Pitt Meadows and as shown within the bold outline on the Explanatory Plan, prepared by Lorne D. Semenowich, annexed hereto and forming part of this Lease hereinafter referred to as "the easement".

6. The Athletic Association shall at all times indemnify and save harmless Pitt Meadows from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or placed or prosecuted, in any manner based upon, occasioned by or attributable to the execution of these Presents, or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights, arising hereunder, except claims for damage resulting from the negligence of any officer or servant of Pitt Meadows while acting within the scope of his duties or employment.
7. (1) The Athletic Association shall place and at all times maintain, during the currency of this Lease, public liability, fire and property damage insurance against claims for personal injury, death or loss or damage to property arising out of any of the operations of the Athletic Association under this lease, or of the acts or omissions of the Athletic Association or any of its employees, agents or contractors; such insurance shall be with a company or companies acceptable to Pitt Meadows and all policies for such insurance shall be in a form satisfactory to Pitt Meadows and shall be written with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence (or such higher limits as Pitt Meadows may require from time to time) and shall include a Cross Liability Clause.

(2) The Athletic Association shall submit such policy or policies or certified copies thereof and any renewals thereof to Pitt Meadows for review and approval, together with proof of payment of the premiums therefor.

(3) The Athletic Association shall not do or omit to do or suffer anything to be done within the said land which will in any way impair or invalidate such policy or policies. Each policy shall contain a provision that not less than thirty (30) days written notice of cancellation shall be given to Pitt Meadows.
8. (1) If the Athletic Association does not fully and promptly observe and perform all of the covenants, provisos and conditions in this Lease contained, whether positive or negative, or in case the said land is vacant, unoccupied and unused by the Athletic Association for a period of three (3) Months, or is not, in the opinion of the Municipal Council, being used properly for the benefit of the Athletic Association or is not being used in accordance with the terms of this agreement, Pitt Meadows shall, at its option, give notice in writing to the Athletic Association setting forth the reason or reasons for the notice.

(2) If at any time after fourteen (14) days from the giving of the aforesaid notice to the Athletic Association, the reason for the giving of the notice still exists, or remains unabated, in the sole opinion of Pitt Meadows (whose decision shall be final and binding), Pitt Meadows may give fourteen (14) days written notice to the Athletic Association terminating the Lease and this Lease shall cease and determine and the Lease hereby created shall expire and be at an end notwithstanding anything to the contrary herein contained, and Pitt Meadows may re-enter and take possession of the said land.
9. (1) Any notice to be given by Pitt Meadows under this Lease shall be deemed to have been given to and received by the Athletic Association the fourth day after mailing of such notice by prepaid post at any mailing in the District of Pitt Meadows, addressed to:

Pitt Meadows Athletic Association
c/o 12007 Harris Road
Pitt Meadows, B. C.
V0M 1P0

9. (2) In the event of a disruption in postal service, the notice referred to in subparagraph (1) shall be hand delivered to the Athletic Association and it shall be considered to have been received on the date of such delivery.
10. This Lease may be terminated at any time by the Athletic Association by six (6) months notice in writing delivered to or mailed addressed to the Clerk-Administrator, The Corporation of the District of Pitt Meadows, B.C. VOM 1P0, and thereupon, after the expiration of such period of notification, this Lease shall be determined and ended and the Athletic Association shall thereupon, and also in the event of the determination of this Lease in any other manner, except re-entry, forthwith remove from the said land all supplies, articles, equipment, materials, effects and things at any time brought or placed thereon by the Athletic Association, and shall also, to the satisfaction of Pitt Meadows, repair all and every damage and injury occasioned to the lands and premises of Pitt Meadows by reason of such removal or in the performance thereof, but the Athletic Association shall not, by reason of any action taken or things performed or required under this clause, be entitled to any compensation whatever; PROVIDED that, unless required by Pitt Meadows, no goods, chattels, materials, effects or things shall be removed from the premises of Pitt Meadows until all rent due or to become due under this Lease is fully paid.
11. No acceptance of rent subsequent to any breach or default, other than non-payment of rent, nor any condoning, excusing or overlooking by Pitt Meadows on previous occasions of breaches or defaults similar to that for which re-entry is made shall be taken to operate as a waiver of Pitt Meadows' right of re-entry nor in any way defeat or affect the rights of Pitt Meadows hereunder.
12. Provided that the Athletic Association has duly performed without default all the covenants, provisos, stipulations and terms of this Lease, the Athletic Association shall have the option to renew this Lease upon the same terms and conditions as are contained in this Lease except this right of renewal for (3) further consecutive five (5) year terms at one dollar per year.

IN WITNESS of which the parties have set their hands and seals.

The Corporate Seal of THE CORPORATION
OF THE DISTRICT OF PITT MEADOWS was
hereunto affixed in the presence of
its duly authorized officers:

Mayor Authorized Signatory

Clerk Authorized Signatory

The Corporate Seal of PITT MEADOWS
ATHLETIC ASSOCIATION was hereunto
affixed in the presence of its duly
authorized officers:

Authorized Signatory

Authorized Signatory

THE CORPORATION OF THE DISTRICT OF PITT MEADOWS

BYLAW NO. 1446-91

A Bylaw to authorize a lease of Municipal
Lands for Twin Rinks Ice Arena.

WHEREAS the District is the registered owner of a certain parcel of land which is legally described as:

Municipality of Pitt Meadows;
Parcel Identifier: 006-295-401;
All that part of Lot 258 Except: Firstly,
Part Dedicated Road on Plan 61486 Secondly,
Part Subdivided by Plan 63891 District Lot
254 and 282 Group 1 New Westminster District
Plan 48668;

(the "Lands");

AND WHEREAS the District wishes to lease a portion of the Lands to C.D.I. Enterprises Ltd. in order that it may construct and operate an ice arena;

AND WHEREAS section 679 of the Municipal Act permits Council, by bylaw, to lease community use property owned by the Municipality;

AND WHEREAS Council has posted a notice of its intention to lease a portion of the Lands as required by section 538 of the Municipal Act;

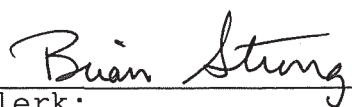
NOW THEREFORE the Council of The Corporation of the District of Pitt Meadows, in open meeting assembled, ENACTS AS FOLLOWS:

1. This Bylaw may be cited as the "Twin Rinks Lease Bylaw".
2. Council hereby leases a portion of the Lands to C.D.I. Enterprises Ltd. in the form or in substantially the form of the Lease attached to this Bylaw as the Schedule and the Mayor and Clerk are authorized to execute the Lease and any plans or other documents necessary to carry out this transaction.

READ A FIRST TIME the 17th day of December, 1991.
READ A SECOND TIME the 17th day of December, 1991.
READ a THIRD TIME the 17th day of December, 1991.
RECONSIDERED AND ADOPTED the 7th day of January, 1992.



Mayor:



Clerk:

Land Title Act
Form C
(Section 219.9)
Province of
British Columbia

BYLAW NO. 1446
Schedule

GENERAL DOCUMENT

(This area for Land Title Office use)

Page 1 of 15 pages

1. Application: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

Patricia J. Lust, LIDSTONE YOUNG ANDERSON, #1414 - 808 Nelson Street,
Vancouver, B.C., V6Z 2H2, (604) 689-7400

Patricia J. Lust
Applicant's Solicitor

2. Parcel Identifier and Legal Description of Land:*

(PID)

006-295-401

(Legal Description)

All that part of Lot 258 Except: Firstly, Part
Dedicated Road on Plan 61486 Secondly, Part
Subdivided by Plan 63891 District Lots 254 and 282
Group 1 New Westminster District Plan 48668 outlined
in heavy black on the plan prepared by _____,
B.C.L.S., and certified correct on the ____ day of
_____, 1991

3. Nature of Interest:*

Description

Lease

Document Reference

(page and paragraph)

Entire Instrument

Pages 3 to 15

Person Entitled to Interest

Transferee

4. Transferor(s):*

THE CORPORATION OF THE DISTRICT OF PITT MEADOWS

5. Transferee(s): (including occupation(s), postal address(es) and postal code(s))*

C.D.I. ENTERPRISES LTD., (Inc. No. 276914), a corporation incorporated
under the laws of the Province of British Columbia and having its
registered office at 11910A 207th Street, Maple Ridge, B.C., V2X 1X7

6. Execution(s):** By signing this document you are affecting the land in the manner described in item 3.

Execution Date

Officer Signature

(as to both signatures)

Y	M	D
91		

Transferor Signature

THE CORPORATION OF THE DISTRICT
OF PITT MEADOWS by its
authorized signatories

Mayor: _____

Clerk: _____

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act R.S.B.C. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

EXECUTIONS CONTINUED

Page 2

Officer Signature	Execution Date			Transferee Signature
	Y	M	D	
<hr/>	91			C.D.I. ENTERPRISES LTD. by its authorized signatories
(as to both signatures)				
3788PW				Name: <hr/>
				Name: <hr/>

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act R.S.B.C. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

LEASE

BETWEEN:

THE CORPORATION OF THE DISTRICT OF PITT MEADOWS, a municipality incorporated under the laws of the Province of British Columbia and having its office at 12007 Harris Road, Pitt Meadows, British Columbia, V3Y 2B5

(the "Landlord")

AND:

C.D.I. ENTERPRISES LTD., (Inc. No. 276914) a corporation incorporated under the laws of the Province of British Columbia and having its registered office at 11910A 207th Street, Maple Ridge, British Columbia, V2X 1X7

(the "Tenant")

WHEREAS:

A. The Landlord is the registered owner in fee simple of that parcel of land legally described as:

Municipality of Pitt Meadows
Parcel Identifier: 006-295-401
All that part of Lot 258 Except: Firstly, Part Dedicated Road on Plan 61486 Secondly, Part Subdivided by Plan 63891 District Lots 254 and 282 Group 1 New Westminster District Plan 48668

(the "Lands");

B. The Tenant wishes to lease a portion of the Lands for the purpose of constructing and operating an ice arena and the Landlord wishes to grant by lease a portion of the Lands to the Tenant for the same purpose;

NOW THEREFORE in consideration of the rents, covenants and agreements herein reserved and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

Leased Area

1. The Landlord hereby demises and leases to the Tenant that part of the Lands comprising _____ ha. and shown outlined in heavy black on the plan prepared by _____, B.C. Land Surveyor and certified correct on the _____ day of _____,

19____ (a reduced copy of which is attached hereto as Schedule "A"), which is registered concurrently herewith (the "Leased Lands") on the terms and conditions contained herein.

Term

2. The Landlord leases the Leased Lands to the Tenant for a term of Five (5) Years (the "Term"), commencing on the 1st day of January, 1992 but subject to earlier termination and the option of renewal, as set out herein.

Renewal

3. If the Tenant is not in default under this Lease, the Tenant shall have the option to renew this Lease on the same terms and conditions for seven additional Five (5) Year terms, by giving notice to the Landlord, in the manner provided herein, no less than six months before the expiration of the Term.

Rent

4. The Tenant agrees to pay the Landlord an annual rent of \$1.00 plus the Tenant shall provide the Landlord, at no charge, with Ninety-Three (93) hours of supervised ice time per year, with such times to be chosen by the Landlord (all of which is herein defined as the "Rent").

Renewal Terms

5. The same terms and conditions of this Lease shall apply to any renewal of the Term, except for the right of renewal which is modified accordingly and except for the payment of Rent.

Renewal Rent

6. The Rent payable by the Tenant during any renewal of this Lease shall be negotiated by the parties and if the parties have not agreed on the Rent prior to three (3) months before the commencement of the renewal term, the matter shall be referred to arbitration under the Commercial Arbitration Act.

License

7. The Landlord hereby grants to the Tenant a non-exclusive license (the "License") to use that portion of the Lands as may be necessary for the Tenant to access the Leased Lands.

Tenant's Covenants

8. The Tenant hereby covenants with the Landlord as follows:

Rent

(a) the Tenant shall promptly pay the Rent when due;

Taxes

(b) the Tenant shall promptly pay when due all taxes, charges, levies and other fees which may be imposed or that may arise in respect of the Leased Lands;

GST

(c) the Tenant shall pay to the Landlord, at the time of execution of this Lease, all Goods and Services Tax payable in respect of this Lease;

Utilities

(d) the Tenant shall promptly pay all charges for water, sewer, gas, heating fuel, telephone service, cablevision, electricity, power or other utility or communication service rendered in respect of the Leased Lands;

Buildings

(e) the Tenant shall not clear land, excavate, construct buildings or other structures or do any other development on the Leased Lands unless the Tenant first obtains the express approval of the Landlord as to the nature of the development, the specifications and plans for the buildings, the timing and manner of construction and all other aspects of the development which the Landlord wishes to control;

Compliance With Laws

(f) the Tenant shall comply with and observe all federal, provincial and municipal laws, bylaws, rules, regulations and orders in force with respect to the Leased Lands or the operations of the Tenant;

Use of Land

(g) the Tenant shall use the Leased Lands only for the purpose of constructing, establishing and operating an ice arena and other uses necessarily incidental to that purpose;

Rental Rates

- (h) the Tenant shall provide the Landlord, prior to January 1st of each year of this Lease, with a schedule of the rates which it shall charge to users of the ice arena and those rental rates shall not be changed during that calendar year without the approval of the Landlord;

Maintenance

- (i) the Tenant shall keep the Leased Lands in a well-maintained, clean and tidy state and the Tenant shall promptly repair all damage to the Leased Lands (including improvements built on the Leased Lands), whether caused by the Tenant or not;

Restoration

- (j) within sixty (60) day of the expiration or earlier termination of this Lease, the Tenant may remove all buildings, structures and improvements which he placed on the Leased Lands and if he fails to do so, the Landlord shall become the owner of those buildings, structures and improvements, and in either case, the Tenant shall leave the Leased Lands in a safe and clean condition;

Public Safety

- (k) the Tenant shall take all reasonable precautions to ensure the safety of all persons using the Leased Lands;

Hazardous Use

- (l) the Tenant shall not use the Leased Lands so as to cause or permit a public or private nuisance or so as to endanger or harm subsequent users of the Leased Lands;

Right to Inspect

- (m) the Tenant shall permit the Landlord to enter the Leased Lands at all reasonable times to determine if the Tenant is complying with all its covenants under this Lease;

Financial Records

- (n) the Tenant shall provide the Landlord, on or before March 1st of each year of this Lease, with complete financial statements for the previous calendar year for the ice arena and any associated restaurant or lounge;

Liquor Service

- (o) the Tenant may serve alcohol from a restaurant or lounge located on the Leased Lands provided it obtains a Class A Liquor License in accordance with the regulations of the B.C. Liquor Control and Licensing Branch of the Ministry of Labour and Consumer Affairs, with the hours of operation of the restaurant or lounge to be those prescribed in the Liquor License;

Indemnity

- (p) the Tenant hereby releases, indemnifies and saves harmless the Landlord from and against all liabilities, actions, causes of action, demands, claims, debts, losses, suits, costs, damages, expenses and other harm of any kind which the Landlord or any other person now has or may at any time, for death, bodily injury, property loss or damage arising from or in any way connected with the Lease herein granted or any act, omission, negligence or default of the Tenant under this Lease;
- (q) the obligations of the Tenant to release and indemnify the Landlord under this Lease shall survive any termination of this Lease, notwithstanding anything in this Lease to the contrary;

Insurance

- (r) the Tenant shall insure to full replacement value all buildings, structures and improvements located on the Leased Lands and all contents of those buildings, structures and improvements;
- (s) the Tenant shall obtain and keep in force a policy of comprehensive general liability insurance (the "Policy") providing coverage for death, bodily injury, property loss and property damage arising out of the Tenant's use and occupation of the Leased Lands in an amount of not less than Five Million (\$5,000,000.00) Dollars per occurrence and the Landlord shall be named as an additional insured under the Policy. At the time of execution of this Lease, the Tenant shall provide the Landlord with a letter from the insurer certifying that the Policy protects the Landlord from all potential liability under this Lease. The Policy shall also contain a clause providing that the insurer will give the Landlord thirty (30) days prior written notice in the event of cancellation or material change to the Policy. The amount of insurance required herein shall be

increased to a reasonable amount, if so required by the Landlord, on 120 days written notice;

Builder's Liens

- (t) the Tenant shall promptly discharge any builder's lien which may be filed due to work and construction undertaken on the Leased Lands and if the Tenant should fail to discharge such lien upon receiving reasonable notice from the Landlord, the Landlord may take steps necessary to discharge the lien and charge the entire cost to the Tenant as Rent;

Restrictions on Title

- (u) the Tenant shall, in respect of the Leased Lands, observe, comply with and fulfil the Landlord's obligations with respect to the restrictions and requirements of all charges, notations and encumbrances on the title to the Lands, a copy of which is attached hereto as Schedule "B";

Costs

- (v) the Tenant shall be responsible for the payment of all survey, legal and land registration costs in connection with this Lease.

Landlord's Covenants

9. The Landlord hereby covenants with the Tenant that, upon the Tenant paying the Rent and performing and observing its covenants herein contained and not being in default under this Lease, the Tenant may quietly possess and enjoy the Leased Lands without any interruption or disturbance from the Landlord or from any other person lawfully claiming by, from or through it.

Provisos

10. Provided always and it is hereby agreed that the Landlord may terminate this Lease and re-enter the Leased Lands:

- (a) if the Rent is unpaid for thirty (30) days, whether formally demanded or not, or
- (b) if the Tenant should breach any of its covenants or agreements herein and such breach is not cured within the time specified by a notice sent by the Landlord to the Tenant, in the manner provided herein, requiring that the breach be cured.

Municipal Ice Time

11. The Landlord shall purchase from the Tenant, at the rate of \$150.00 per hour, a total of 242 hours of ice time per year during this Lease, with those times to be chosen by the Landlord, for the free use of the public.

Additional Ice Time

12. The Tenant shall provide the Landlord, at no charge, with an additional eighty-five (85) hours of supervised ice time per year during this Lease, with those times to be chosen by the Landlord, in exchange for the Landlord providing the following works and services:

- (a) the Landlord shall construct an eight (8) metre wide paved access road from Bonson Road to the ice arena complex once a sub-base for that road has been prepared by the Tenant;
- (b) the Landlord shall provide all on-site underground services, including sanitary sewer, domestic water, storm water drainage, electrical and telephone service; and
- (c) the Landlord shall construct a paved parking lot on the Leased Lands once a sub-base for that parking lot has been prepared by the Tenant.

Holding Over

13. If the Tenant shall hold over after the expiration of the Term and the Landlord shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month.

Distress

14. When the Rent payable by the Tenant is in arrears, the Landlord or a person authorized in writing by the Landlord may enter upon the Leased Lands and seize any goods or chattels and may sell the same, or the Landlord may use any other means under law for recovering any rent due and payable under this agreement.

Assignment

15. This Lease may not be assigned or transferred by the Tenant and the Leased Lands may not be sublet by the Tenant, without the prior written consent of the Landlord. This Lease may be assigned or transferred by the Landlord without the consent of the Tenant.

Bankruptcy

16. If the Term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the Tenant, or if the Tenant shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent, if the Tenant shall take the benefit of any legislation that may be in force for bankrupt or insolvent debtors, then the current Rent and Additional Rent shall immediately become due and payable and the said Term shall immediately become forfeited and void.

Notice

17. All notices and demands required or permitted to be given hereunder shall be in writing and may be personally served on a director of the Tenant or the Clerk of the Landlord, as the case may be, or may be sent by telecopy, telegram or telex, or may be sent by prepaid registered mail. Any notice personally delivered or sent by telecopy, telegram or telex shall be deemed to have been given and received at the time of delivery. Any notice mailed as aforesaid shall be deemed to have given and received on the expiration of 72 hours after it is posted at a mail box situated in the Province of British Columbia, addressed to the addresses provided herein or at such other address as may from time to time be notified in writing by the parties hereto, provided that if there shall be between the time of mailing and the actual receipt of the notice a mail strike, slow down or other labour dispute which might affect the delivery of such notice by the mails, then such notice shall only be effective if actually delivered.

Law to the Contrary

18. This Lease shall enure to the benefit of and be binding on all parties hereto notwithstanding any rule of law or equity to the contrary.

Severance

19. If any portion of this Lease is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Lease.

Governing Law

20. This Lease shall be governed by and construed in accordance with the laws of the Province of British Columbia.

Waiver

21. Waiver of any default by either party shall not be deemed to a waiver of any subsequent default.

References

22. Every reference to each party is deemed to include the heirs, executors, administrators, successors, permitted assigns, directors, employees, members, servants, agents, officers, and invitees of such party.

Amendment

23. This Lease may not be modified or amended except by an instrument in writing signed by the Landlord and the Tenant.

Landlord's Right to Perform

24. If the Tenant should fail to perform any of its obligations under this Lease, the Landlord may notify of the Tenant that the default must be rectified within the time specified in the notice and if the Tenant should fail to rectify the default within the time specified, the Landlord may take all steps considered necessary to rectify the default and all costs of doing so, including the cost of retaining professional advisors, shall be payable immediately by the Tenant. Nothing in this Lease obligates the Landlord to rectify any default of the Tenant and should the Landlord choose to do so, the Landlord shall not be liable to the Tenant for any act or omission in the course of curing or attempting to cure any default.

Remedies Not Exclusive

25. No remedy conferred upon or reserved to the Landlord is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity or by statute.

No Joint Ventureship

26. Nothing in this Agreement shall constitute the Tenant the agent, joint venturer or partner of the Landlord or give the Tenant any authority or power to bind the Landlord in any way.

Authority

27. The Landlord represents and warrants that it has full authority to enter into this Agreement and to carry out the actions contemplated herein and that doing so will not constitute a breach of its bylaws or of the Municipal Act.

28. The Tenant, if a corporation or society, represents and warrants that it is validly established and in good standing under the laws of the Province of British Columbia, that it has full authority to enter into this Agreement and to carry out the actions

contemplated herein, and that all resolutions and other preconditions to validity have been validly adopted.

Enurement

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

Captions

30. The captions appearing in this Lease have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope or meaning of this Lease or any provision thereof.

Interpretation

31. Wherever the singular or masculine or neuter is used in this Lease, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties hereto so require.

Entire Agreement

32. The provisions herein contained constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements whether verbal or written between the parties with respect to the subject matter hereof.

Time of Essence

33. Time is of the essence of this Lease.

Further Assurances

34. The parties hereto shall execute and do all such further deeds, acts, things, and assurances as may be reasonably required to carry out the intent of this Lease.

Joint and Several Liability

35. In the case of more than one Tenant, the said grants, covenants, conditions, provisos, agreements, rights, powers, privileges and liabilities of the Tenant shall be construed and held to be several as well as joint.

SCHEDULE "A"

Plan of Leased Lands

Date: 31/11/78
Requestor: (PE24161)

TITLE: ARCH PRINT - NEW WESTMINSTER
WE. COAST TITLE SEARCH LTD.
Title: P22643E

Time: 09:40
Page: 01

SECTION 172(3)

SCHEDULE "B"

NEW WESTMINSTER LAND TITLE OFFICE

TITLE NO: P22643E
FROM TITLE NO: L106779E

APPLICATION FOR REGISTRATION RECEIVED ON: 14 MARCH, 1978
ENTERED: 17 MARCH, 1978

REGISTERED OWNER IN FEE SIMPLE:

THE CORPORATION OF THE DISTRICT OF PITT MEADOWS
12007 HARRIS ROAD
PITT MEADOWS, B.C.

DESCRIPTION OF LAND:
MUNICIPALITY OF PITT MEADOWS

PARCEL IDENTIFIER: 006-295-401
LOT 258 EXCEPT: FIRSTLY, PART DEDICATED ROAD ON PLAN 61486 SECONDLY, PART
SUBDIVIDED BY PLAN 63891, DISTRICT LOTS 254 AND 282 GROUP 1 NEW WESTMINSTER
DISTRICT PLAN 48668

LEGAL NOTATIONS:

ZONING REGULATION AND PLAN UNDER THE AERONAUTICS ACT (CANADA)
FILED 22.08.1977 UNDER NO. N86369 PLAN NO. 53110

EXPROPRIATION OF A LIMITED ESTATE SEE PLAN 25407

THIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND
COMMISSION ACT; SEE AGRICULTURAL LAND RESERVE PLAN NO. 15 DEPOSITED
JULY 30 1974

ALR DELETED AS TO PART O/C 2111/81 04.10.1981

ALR DELETED AS TO PART O/C 305/82 04.04.1982

ALR EXTENDED OVER ADDITIONAL LANDS SEE DF Z19892

CHARGES, LIENS AND INTERESTS:

NATURE OF CHARGE
CHARGE NUMBER

DATE AND TIME OF APPLICATION

LAND USE CONTRACT
R3875

15/01/1979 14:18

REGISTERED OWNER OF CHARGE:
DISTRICT OF PITT MEADOWS
REMARKS: MUNICIPAL ACT SECTION 702A
INTER ALIA

STATUTORY RIGHT OF WAY
X126272

26/10/1984 09:40

REGISTERED OWNER OF CHARGE:
GREATER VANCOUVER SEWERAGE AND DRAINAGE DISTRICT
REMARKS: EXCEPT PART ON PLANS 61486
AND 63891 PLAN 64003
INTER ALIA

"CAUTION - CHARGES MAY NOT APPEAR IN ORDER OF PRIORITY. SEE SECTION 27, L.T.A.

DUPLICATE INDEFEASIBLE TITLE: NONE

TRANSFERS: NONE

PENDING APPLICATIONS: NONE

*** CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN ***

nm/ SRW P1.64003

Execution Date

Y M D

Officer Signature

Transferor Signature

THE CORPORATION OF THE
DISTRICT OF PITT MEADOWS
by its authorized
signatories

Mayor:

Clerk:

(as to both signatures)

Transferee Signature

C.D.I. ENTERPRISES LTD. by
its authorized
signatories

Name:

Name:

3789PW

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979, c.116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

END OF DOCUMENT

THE CORPORATION OF THE DISTRICT OF PITT MEADOWS

BYLAW NO. 1465-92

A bylaw authorizing the expenditure of monies
in the Pitt Meadows Development Cost Charge
Reserve Fund.

WHEREAS development cost charges are collected for the purpose of assisting in the cost of providing services necessary to support new development;

AND WHEREAS the services deemed necessary for new development have previously been established;

AND WHEREAS the funds collected have been deposited to the Development Cost Charge Reserve Fund;

AND WHEREAS the Council deems it desirable to complete a portion of the projects previously established as Development Cost Charge items;

NOW THEREFORE the Council of The Corporation of the District of Pitt Meadows, in open meeting assembled, ENACTS AS FOLLOWS:


1. This Bylaw may be cited as the "Development Cost Charge Reserve Fund Expenditure Bylaw, 1991".
2. The sum of Six Hundred Eighty-Eight Thousand, Four Hundred Ninety-Eight Dollars (\$688,498) is hereby appropriated from the fund established under the "Pitt Meadows Development Cost Charge Reserve Fund Establishment Bylaw, 1983 No. 981" and it is hereby authorized to be used to partially fund the projects as set out in the Schedule, attached hereto and forming part of this Bylaw.

READ a first time the 3rd day of March 1992.

READ a second time the 3rd day of March 1992.

READ a third time the 17th day of March 1992.

RECONSIDERED AND ADOPTED the 7th day of April 1992.



Mayor



Clerk

Schedule

<u>Project</u>	<u>Total Cost</u>	<u>D.C.C. Funding</u>
<u>Waterworks</u>		
193rd Avenue; Ford Road to 119th Avenue	\$ 32,294 =====	\$ 19,376 =====
<u>Major Roads</u>		
Harris Road South of Hammond Road	\$ 26,329	\$ 8,057
Harris Road, Ford Road to Hammond Road; B.C. Hydro/Telephone Conversion	350,504	31,999
Harris Road; Lougheed Highway to Ford Road	55,452	33,937
Harris Road; Ford Road to Hammond Road	<u>232,576</u>	<u>142,337</u>
	\$ 664,861 =====	\$ 216,330 =====
<u>Minor Roads</u>		
Mitchell Road; Harris Road to 100 M. West	\$ 19,425	\$ 12,859
193rd Street; Ford Road to 119th Avenue	<u>251,095</u>	<u>166,225</u>
	\$ 270,520 =====	\$ 179,084 =====
<u>Open Space</u>		
Dyke, Equestrian Pathway Improvements	\$ 2,500	\$ 2,500
Harris Park Servicing	8,461	8,461
Memorial Park Servicing	5,018	5,018
Sheridan Hill Parkland Acquisition	<u>257,730</u>	<u>257,730</u>
	\$ 273,709 =====	\$ 273,709 =====
 Grand Total	 \$1,241,384 =====	 \$ 688,499 =====

**PRIVATE INNOVATIVE SEWAGE DISPOSAL SYSTEM
REGULATION BYLAW
Bylaw No. 1675**

A Bylaw under section 692 of the *Municipal Act* to
provide regulations concerning private innovative
sewage disposal systems.

WHEREAS the Council of The Corporation of The District of Pitt Meadows is aware that certain areas within the Municipality have a high water table or other conditions precluding conventional private sewage disposal systems;

AND WHEREAS the Ministry of Health, through the Local Health Unit, is considering issuing permits for innovative private sewage disposal systems for Properties with Agricultural and Residential Zoning and requires the administrative and regulative assistance of the District of Pitt Meadows;

AND WHEREAS the District of Pitt Meadows is prepared to assist the Ministry of Health;

AND WHEREAS the Minister of Health has approved this Bylaw;

NOW THEREFORE, the Council of The Corporation of the District of Pitt Meadows, in open meeting assembled, ENACTS AS FOLLOWS:

Citation

1. This Bylaw may be cited as the "**Private Innovative Sewage Disposal System Regulation Bylaw**".

Definitions

2. Any interpretation or application of a word or phrase shall have the same meaning or application as stated in Section 1 of the Sewage Disposal Regulation 411/85 of the *Health Act*, R.S.B.C. 1979, c. 161. For the purposes of this Bylaw, "Private Innovative Sewage Disposal System" means a type of on-site sewage disposal system that has not yet been formally approved by the Ministry of Health for the purposes of Regulation 411/85.

Application

3. This Bylaw applies only to Properties zoned Agricultural and Residential pursuant to the District of Pitt Meadows "Land Use Bylaw" No. 1250, as amended, and the Dewdney-Alouette Regional District Zoning Bylaw No. 311-1982, as amended which are in accordance with the criteria as set out in Schedule "D", attached hereto and forming part of this Bylaw.

Administration

4. The Director of Engineering & Development Services (the "Director") or a person designated by him in writing will administer this Bylaw. Where the "Director" is used herein it includes any person designated by him in writing to administer this Bylaw.

Owner's Obligations

5. The owner of a parcel for which a permit has been issued by the Local Health Unit for a Private Innovative Sewage Disposal System (the "Innovative System") shall:
 - (a) provide a copy of the permit including any conditions imposed by the Local Health Unit to the Director prior to installing any such work or applying for a building permit as the case may be;
 - (b) not commence any work on or prepare any site for the installation of an Innovative System until
 - (i) authorized in writing by the Director;
 - (ii) a restrictive covenant, generally in the form attached as Schedule "A", attached to and made a part of this Bylaw, has been registered against title to the parcel.
 - (c) upon approval for use of the Innovative System by the Local Health Unit, operate and maintain same in accordance with any design standards or conditions stipulated by the Local Health Unit in the permit to construct and authorization to use the Innovative System issued pursuant to the Sewage Disposal Regulation B. C. Reg 411/85; such design standards and conditions shall become a regulation hereunder for such Innovative System and the owner shall comply with all such regulations for his Innovative System;
 - (d) upon written notice from the Local Health Unit or the Director that the Innovative System is not operating properly or not being maintained as required, the owner, at his sole expense, shall immediately make all repairs, or provide all maintenance as directed by the Local Health Unit or the Director or, if the Local Health Unit or the Director determines that repairs or maintenance will not be effective, cease the discharge of effluent into the Innovative System.

5. Owner's Obligations, cont'd.

- (e) if required to cease the discharge of effluent into the Innovative System, the Owner, at his sole expense, shall immediately
 - (i) connect to a sanitary sewer, if available;
 - (ii) install an alternative sewage disposal system if permitted by the Local Health Unit; or
 - (iii) if both (i) and (ii) are not possible, pump and haul any sewage effluent to an approved off-site disposal system or plant, if permitted by the Director; in accordance with the Holding Tank Bylaw 1369.
- (f) permit the Director or any employee of the Ministry of Health to enter at any time upon the parcel to inspect the installation or operation of the Innovative System and permit the supplier/contractor, the Director, or any employee of the Ministry of Health to take samples as provided for in the conditions of the permit issued by the Local Health Unit, and to conduct any tests deemed necessary to determine whether or not the Innovative System is operating properly; or is a health hazard;
- (g) advise the Director in writing of information concerning any tenant in occupation of any building serviced by the Innovative System including the tenant's name, telephone number, address and term of occupancy; and within 10 Days of any change of occupancy, provide the new information in writing to the Director;
- (h) pay to the District of Pitt Meadows the inspection and administration fees described in Schedule "B", attached to and forming part of this Bylaw, at or within the time provided therein.

Pitt Meadows' Obligations With Respect To Innovative Systems

- 6. The Director will ensure inspection and sampling is done in accordance with Schedule "C" and, in addition, within a reasonable time of a complaint being received, inspect any Innovative Systems permitted by the Local Health Unit, and the Director will make written reports of his findings to the Local Health Unit.

Pitt Meadows' Obligations With Respect To Innovative Systems, cont'd.

7. (1) If, upon receipt of these reports, the Local Health Unit is of the opinion that an Innovative System is not operating satisfactorily or in accordance with the conditions of the permit or the authorization to use the Innovative System, the Director will, upon the written direction of the Local Health Unit, supervise the owner in carrying out the maintenance or repairs to the Innovative System considered necessary by the Local Health Unit.

(2) If the owner fails to carry out the necessary maintenance or repairs, the District of Pitt Meadows will have the necessary maintenance or repairs carried out at the expense of the owner by taking proceedings under section 11, provided further written direction is received from the Local Health Unit.
8. If the Local Health Unit is of the opinion that an Innovative System cannot be made to comply with the terms and conditions of the permit or the authorization to use the Innovative System, and that continued operation of the Innovative System may result in a health hazard, the Local Health Unit may order the owner to cease the discharge of effluent from the premises, unless the owner can satisfy the Local Health Unit that the owner has made arrangements for the safe disposal or treatment of the effluent. The Director will monitor to enforce compliance by an owner with any order of the Local Health Unit to cease discharging effluent, and, in default of compliance by an owner, shall immediately advise the Local Health Unit.
9. The District of Pitt Meadows acknowledges and agrees that judicial enforcement proceedings against an owner under this Bylaw may be initiated by the Ministry of Health; and the Ministry of Health may request the District of Pitt Meadows in writing to take such proceedings in any specific matter and on being requested to the District of Pitt Meadows shall do so.

Penalty

10. Any person who contravenes a provision of this Bylaw or who authorizes any person to contravene a provision, commits an offense and shall be liable on summary conviction to a maximum fine of \$2,000.00.

Penalty Cont'd.

11. In addition to any proceeding that may be taken under section 10, the Council may make a direction under section 299 of the *Municipal Act* to recover any expense it may incur administering this Bylaw in the same manner as municipal taxes.

READ a first and second time the 21st day of March 1995.


READ a third time the 16th day of March 1996.

APPROVED by the Provincial Health Officer the 3rd day of May 1996.

RECONSIDERED AND ADOPTED the 7th day of May 1996.



Mayor



Clerk

SCHEDULE "A"

**LAND TITLE ACT
FORM C**

(Section 219.81)

Province of

British Columbia

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office use) Page 1 of 8 Pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

The District of Pitt Meadows, 12007 Harris Road,
Pitt Meadows, British Columbia, V3Y 2B5.
465-5454

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*
(PID) (Legal Description)

3. NATURE OF INTEREST:*

Description	Document Reference (page and paragraph)	Person Entitled to Interest
Priority Agreement Over	Entire Instrument Pages 1 - 8	Transferee

4. TERMS: Part 2 of this instrument consists of (select one only)

- | | |
|--------------------------------|--|
| (a) File Standard Charge Terms | <input type="checkbox"/> D.F. No. |
| (b) Express Charge Terms | <input checked="" type="checkbox"/> Annexed as part 2 |
| (c) Release | <input type="checkbox"/> There is no Part 2 of this instrument |

A selection of (a) includes any additional or modified terms referred to in item 7 or in a schedule annexed to this instrument.

If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):*

6. TRANSFEE(S): (including occupation(s), postal address(es) and postal code(s)*)

THE CORPORATION OF THE DISTRICT OF PITT MEADOWS, 12007 Harris Road, Pitt Meadows, B.C. V3Y 2B5 AND **HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, as Represented by the Ministry of Health, Parliament Buildings, Victoria, B.C. V8V 1X5.

Schedule "A", cont'd.


**LAND TITLE ACT
FORM C (Continued)**

Page 2 of 8 Pages

7. ADDITIONAL OR MODIFIED TERMS:*

NONE

8. EXECUTION(S):**This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)	EXECUTION DATE			Party(ies) Signature
	Y	M	D	
<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> <p>(As to Both Signatures)</p>	96	05	13	 <div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> <p>David Robert Duncan, Mayor.</p>
<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>				<p>HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA as Represented by the Ministry of Health by Her Authorized Signatory.</p> <div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979, c.116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

**If space insufficient, continue executions on additional page(s) in Form D.

Schedule "A", cont'd.

Page 4 of 8 Pages

COVENANT
(SECTION 215 LAND TITLE ACT)

THIS AGREEMENT made the day of , 19 ;

BETWEEN:

of _____, in the Municipality of Pitt Meadows, in the Province of British Columbia, V3Y 1Z1.

(hereinafter called the "Owner")

AND:

**THE CORPORATION OF THE DISTRICT OF
PITT MEADOWS,** a District Municipality
incorporated under the Municipal Act, R.S.B.C.
1975, c. 290 and having an address at 12007 Harris
Road, Pitt Meadows, British Columbia, V3Y 2B5.

(hereinafter called the "Municipality")

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA**, as
Represented by the Ministry of Health, Parliament
Buildings, Victoria, British Columbia, V8V 1X5

(hereinafter called the "Province")

WHEREAS:

- A. The Owner is the registered owner of or has an equity of redemption in that parcel of land and premises situate in the Municipality of Pitt Meadows, in the Province of British Columbia, and described as:

(hereinafter called the "said lands");

Schedule "A", cont'd.

Page 5 of 8 Pages

- B. Section 215 of the Land Title Act provides, inter alia, that a covenant, whether of a negative or positive nature, in respect of the use of land or the use of a building on or to be erected on land, that land is or is not to be built on or that land is not to be subdivided except in accordance with the covenant, in favour of a Municipality or the Crown, may be registered as a charge against the title to that land.

NOW THEREFORE THIS AGREEMENT WITNESSETH that pursuant to Section 215 of the Land Title Act, and in consideration of the premises and the mutual covenants and agreements contained herein and the sum of One Dollar (\$1.00) now paid to the Owner by the Municipality (the receipt and sufficiency whereof is hereby acknowledged), the parties hereto covenant and agree each with the other as follows:

1. **THE OWNER COVENANTS AND AGREES** with the Municipality and the Province that:
 - (a) the said lands and any building or structures erected or placed on or to be erected or placed on the said lands shall be used only for the following purpose(s):
 - (i) Agricultural, or
 - (ii) Residential and Ancillary Residential.
 - (b) no building or structure containing plumbing facilities shall be used for any purposes described in paragraph 1 (a) or shall be newly constructed or located on the said lands without being connected to a Private Innovative Sewage Disposal System (the "system") which has been installed and approved to operate on the said lands under permit issued by the authority having jurisdiction;
 - (c) he has received a copy of "Pitt Meadows Private Innovative Sewage Disposal System Regulation Bylaw No. 1675," and understands the contents and his obligations and agrees to abide with them;
 - (d) he will immediately advise the Director of Engineering & Development Services (the "Director") if he believes his system is not operating in accordance with the terms and conditions of the permit or the authorization to use the Innovative System, or is otherwise malfunctioning or defective;
 - (e) he will maintain and repair the system in accordance with the conditions imposed by the Province and in accordance with the *Health Act* and the *Sewage Disposal Regulation*;

Schedule "A", cont'd.

Page 6 of 8 Pages

- (f) if, in the opinion of the Province, the system is malfunctioning or defective, and maintenance or repairs will not be effective, the owner shall, at his sole expense:
 - (i) connect to a Sanitary Sewer if available,
 - (ii) install an alternative Sewage Disposal System if permitted by the Province, or
 - (iii) if both (i) and (ii) are not possible, pump and haul any sewage effluent to an approved Off-Site Disposal System or Plant in accordance with the Holding Tank Bylaw 1369.
 - (g) he will indemnify and save harmless the Municipality and the Province and their servants and agents against all losses, damages, costs, and expenses, including fees of Solicitors and other Professional Advisors, arising out of any breach, violation or non-performance of any term, condition, covenant, or other provision of this Agreement;
 - (h) the Owner will, at the expense of the Owner, do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all charges and encumbrances which may have been registered against the title to the said lands in the Lower Mainland Land Title Office save and except those specifically approved in writing by the Municipality and the Province or in favour of the Municipality and the Province; and
 - (i) the Owner will pay to the Municipality, prior to the execution of this Agreement, the legal fees incurred by the Municipality in the preparation of this Agreement.
2. **IT IS MUTUALLY UNDERSTOOD**, agreed and declared by and between the parties hereto that:
- (a) no term, condition, covenant or other provision of this Agreement will be considered to have been waived by the Municipality or the Province unless the waiver is expressed in writing by the Municipality or the Province;
 - (b) any waiver by the Municipality or the Province of any term, condition, covenant or other provision of this Agreement or any waiver by the Municipality or the Province of any breach, violation or non-performance of any term, condition, covenant or other provision of this Agreement does not constitute and will not be construed as a waiver of any further or other term, condition, covenant or other provision of this Agreement or any further or other breach, violation or non-performance of any term, condition, covenant or other provision of this Agreement;

Schedule "A", cont'd.

Page 7 of 8 Pages

- (c) this Agreement will be interpreted according to the laws of the Province of British Columbia;
- (d) where there is a reference to an enactment in this Agreement, the reference will include any subsequent enactment of the Province of British Columbia of like effect and all enactments referred to are enactments of the Province of British Columbia;
- (e) if any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will not be affected thereby and will be enforceable to the fullest extent permitted by law;
- (f) this Agreement will not be modified or discharged except in accordance with the provisions of Section 215 (5) of the Land Title Act;
- (g) nothing contained or implied herein shall prejudice or affect the rights and powers of the Municipality or the Province in the exercise of its functions under any public and private statutes, bylaws, orders and regulations or in equity, all of which may be fully and effectively exercised in relation to the said lands as if this Agreement had not been executed and delivered by the Owner;
- (h) the covenants set forth herein shall charge the said lands pursuant to Section 215 of the Land Title Act and shall be covenants the burden of which shall run with the said lands. It is further expressly agreed that the benefit of all covenants made by the Owner herein shall accrue solely to the Municipality and the Province of British Columbia and that this Agreement may be modified by agreement of the Municipality and the Province with the Owner, or discharged by the Municipality and the Province, pursuant to the provisions of Section 215 (5) of the Land Title Act;
- (i) wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or the body corporate or politic where the context or the parties so require and, where the Owner consists of more than one person, the term "Owner" shall mean all such persons jointly and severally;
- (j) words and phrases used in this Agreement shall have the same meaning and intention as those words and phrases are defined and used in Bylaw No. 1675, referred to in 1 (c) of this Agreement;

Schedule "A", cont'd.

Page 8 of 8 Pages

- (k) this Agreement shall enure to the benefit of and by binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns;
- (l) the parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement; and
- (m) As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the Land Title Office Form C.

END OF DOCUMENT

SCHEDULE "B"**ADMINISTRATION AND INSPECTION FEES**

	Permit Registration Fee - Paid Upon Application	\$ 250.00
	Covenant Preparation & Registration Fee	\$ 250.00
*	Annual Inspections Fees	Actual Cost Incurred (Estimated to be @ \$50.00/hr.)
*	Fees for Supervision and/or Inspections	Actual Cost Incurred (Estimated to be @ \$50.00/hr.)
*	Testing & Sampling Fees	Actual Cost Incurred (Estimated to be \$200.00/Test)

* If required to be done by the Municipality.

SCHEDULE "C"

MINIMUM EFFLUENT QUALITY CRITERIA

1. To qualify as a system under the Private Innovative Sewage Disposal Systems Regulation Bylaw, the system shall meet the minimum requirements set out in the table below:

TABLE

		*Siting				
Standards of Treatment		Break Point	Property Line	Well Siting	Soil Depth	Disinfectant Requirements
1.	400 fecal coliform per 100 ml Biochemical Oxygen Demand 10 mg/l Total Suspended Solids 10 mg/l **Nitrogen Nitrates 30 mg/l	25 ft (7.5m)	100 ft (30m)	100 ft (30m)	12" (30.5cm)	No
2.	200 fecal coliform per 100 ml Biochemical Oxygen Demand 10 mg/l Total Suspended Solids 10 mg/l **Nitrogen Nitrates 30 mg/l	25 ft (7.5m)	50 ft (15m)	100 ft (30m)	12" (30.5cm)	No
3.	10 fecal coliform or less per 100 ml Biochemical Oxygen Demand 10 mg/l Total Suspended Solids 10 mg/l **Nitrogen Nitrates 30 mg/l	25 ft (7.5m)	10 ft (3m)	100 ft (30m)	12" (30.5cm)	Yes

* Siting means the distance from all property lines and the break point from all:

- Building Footing Drains
- Land Drains
- Surface Ditches

** In areas with domestic water supply from natural underground aquifers.

2. Testing Requirements:

- (a) Samples shall be collected by the Director or by an independant agency under contract with the Municipality to collect these samples;
- (b) Monthly tests shall be done for the first three months;
- (c) pending favourable test results during the first three months, every three months for the balance of the year;
- (d) pending favourable results during the first 12 months, every 6 months thereafter.

3. All systems shall be Designed, Inspected and Certified by a Professional Engineer licensed to practice in the Province of British Columbia with supporting data justifying their proposal. The manufacturer shall provide a product warranty/guarantee on the System for the duration of the testing period.

SCHEDULE "D"

SITE SELECTION CRITERIA

In order to qualify for obtaining an Innovative Sewage Disposal Permit under Pitt Meadows Bylaw No. 1675 each property must meet all *Primary*, plus at least two *Secondary Requirements* as outlined below:

Primary Requirements:

1. The Property must be zoned Agricultural or Residential pursuant to the *District of Pitt Meadows Land Use Bylaw No. 1250* as amended.
2. The Property configuration must accommodate all site requirements set out in *Schedule "C", "Minimum Effluent Quality Criteria"*, of the District of Pitt Meadows Private Innovative Sewage Disposal Bylaw No. 1675.
3. The Innovative Design must be an *Approved System* by the Ministry of Health.

Secondary Requirements:

Additional consideration will be given to:

1. properties with failed, problematic and/or non-conforming Holding Tank Systems.
2. properties with historical high water table problems and a minimum 6 inches of permeable soil above the high water table elevation.
3. properties with the ability to sustain a viable Farming Operation as defined by the British Columbia Assessment Authority.
4. properties equal to or more than 1 Acre in size.

Properties with a demonstrated ability to significantly improve the social, economic and environmental conditions for Pitt Meadows residents may also be considered by the District if approved by Council Resolution.

It is not the intent of this Bylaw to facilitate subdivision applications, but rather to provide an option to property owners who wish to improve existing parcels of land. When these Innovative Systems meet or exceed the minimum requirements set out in this Bylaw for the duration of the Testing Period the Ministry of Health will consider approving the said system as an alternative to Conventional Sewage Disposal Systems.

STRATEGIC CAPITAL RESERVE FUND BYLAW

Bylaw No. 2510, 2011

A Bylaw to Establish a Capital Reserve Fund to be used for funding Strategic Capital Projects for the Community

The Council of The Corporation of the City of Pitt Meadows, in open meeting assembled, ENACTS AS FOLLOWS;

1. This Bylaw may be cited as the **Strategic Capital Reserve Fund Bylaw No. 2510, 2011**".
2. There shall be and is hereby established a reserve fund under the provisions of section 188 (1) of the *Community Charter*, to be known as the "Strategic Capital Reserve Fund".
3. The purpose of this fund is provide funding for the capital cost of acquiring and constructing significant capital projects in the community for the longer-term strategic capital objectives in accordance with the City's Annual Financial Plan.
4. Monies may be paid into this Reserve Fund from the General Fund or as otherwise authorized in the City's Financial Plan and from other Reserve Funds as authorized by bylaw.
5. Monies in this Reserve Fund shall be used for capital expenditures as approved by Council which may include but not be limited to the construction of new municipal facilities.

READ a FIRST, SECOND and THIRD time the 6th day of September, 2011.

ADOPTED the 20th day of September, 2011.



Mayor (Don MacLean)

Corporate Officer (Laurie Darcus)