

FLETCHER CREEK IMPROVEMENT DISTRICT

BYLAW NO. 8
DOMESTIC WATERWORKS ASSISTANCE PROGRAM, 1981 BYLAW
(amended in Bylaw No. 13)

A bylaw to authorize the execution of an Agreement with the Inspector of Municipalities, Ministry of Municipal Affairs.

The Trustees of Fletcher Creek Improvement District ENACT AS FOLLOWS:

1. That the Chairman of the Trustees and the Secretary to the Trustees are hereby authorized to execute jointly on behalf of the District an Agreement with the Inspector of Municipalities, Ministry of Municipal Affairs relating to the Domestic Waterworks Assistance Program, 1981, of the Ministry of Municipal Affairs, in terms of the Agreement hereto attached.
2. That the Chairman of the Trustees and the Secretary to the Trustees are hereby authorized to execute jointly on behalf of the District all necessary instruments to give effect to the said Agreement.
3. This bylaw may be cited as the "Domestic Waterworks Assistance Program, 1981".

INTRODUCED and given first reading by the Trustees on the 30th of December, 1981

RECONSIDERED and finally passed by the Trustees on the 30th of December, 1981

Original signed by:

James McLaren
Chairman of the Trustees

Shirley Jones
Secretary of the Trustees

I hereby certify under the seal of the Fletcher Creek Improvement District that this is a true copy of Bylaw No. 8 of the Fletcher Creek Improvement District passed by the Trustees on the 30th of December, 1981.

Shirley Jones
Secretary of the Trustees

Registered in the office of the Inspector of Municipalities on January 20, 1982

(attached Agreement on following pages)

AN AGREEMENT made this 30th day of December, 1981

BETWEEN: The government of the Province of British Columbia represented by the Inspector of Municipalities, Ministry of Municipal Affairs (hereinafter referred to as the Province) of the first part.

and: Fletcher Creek Improvement District (hereinafter referred to as the District) of the second part.

WHEREAS: The Fletcher Creek Improvement District has made application to the Ministry of Municipal Affairs for funds to assist the District in financing a domestic waterworks supply improvement project under the Domestic Waterworks Assistance Program, 1981, of the Ministry of Municipal Affairs;

and

WHEREAS: The said application has been approved by the Province in the amount of \$8,000.00 to assist in defraying the cost of the project described in Section 1 following;

Now this agreement witnesseth that in consideration of the premises, mutual agreements and undertakings herein contained, the parties hereto agree;

SECTION 1 The project to be undertaken under the Domestic Waterworks Assistance Program shall consist of the supply and installation of disinfection equipment for the waterworks system. *(amended in Bylaw 13 to read "the supply and rebuilding of intake dam and construction of building over holding tanks.)*

SECTION 2 Before proceeding with the project, the District shall obtain all licenses, permits, engineered plans or other documentation and approvals required by the Governments of Canada and British Columbia and by Regional Districts or Municipalities or other agencies having jurisdiction, including in particular the Provincial Ministries of Lands, Parks and Housing, Environment, Health, and Transportation and Highways, so that the project will be carried out in accordance with all applicable laws, rules and regulations and widely accepted engineering standards.

SECTION 3 That before the District proceeds with or completes the approved 1981 Assistance Program Project described in Section 1 above, the Trustees will undertake the additional administration, engineering studies and/or technical supervision or any other conditions which are set forth and/or attached and referred to in the letter to the District from the Inspector of Municipalities which will advise the District of the amount of their application has been approved.

SECTION 4 If the work is done by contract, the contractor shall indemnify and save harmless the Owner and the Crown from and against all loses and claims, demands, payments, suits, actions, recoveries and judgments brought against the aforesaid contractor.

SECTION 5 Lands, easements and rights-of-way required for the project shall be obtained, or assurance obtained that they will be forthcoming, by the District at its cost before works are installed.

SECTION 6 The District shall be sole owner and custodian of all works installed in the project and undertakes to properly maintain and operate them.

- SECTION 7 If the project approved and to be undertaken as set forth in Section 1 of this Agreement is not completed within twelve months from the time that the District receives the approved Domestic Waterworks Assistance Program, 1981, Grant of \$8,000.00, the Province may review the project work-in-progress and determine the date by which the project must be completed , and/or whether all or a portion of the grant must be refunded to the Province.
- SECTION 8 The project may be performed either by contract or on a day labour basis. If work is to be done by contract, at least two bids shall be obtained.
- SECTION 9 That when the Grant in the amount of \$8,000.00 is received from the Province, it will be deposited with the Kaslo Credit Union in a separate account to be captioned the "1981 Renovations Grant Account".
- SECTION 10 That the cheque signing authorities in the "1981 Renovations Grant Account" will be any two of three designated Trustees, or as may be by further instruction of the Inspector of Municipalities.
- SECTION 11 That when the project is completed the District shall commission the District's auditor to examine the transactions recorded in the "1981 Renovations Grant Account" and the supporting vouchers pertaining thereto, and the District shall instruct the auditor to report directly to the Inspector of Municipalities with regard to the auditor's examination; provided that, if the project is completed before the auditor makes the annual examination pertaining to all the accounts and financial matters of the District, the examination of the "1981 Renovations Grant Account" shall be made at the same time but the auditor's report on this Account will be made directly and separately to the Inspector of Municipalities. It is also provided that if the 1981 Domestic Waterworks Assistance Program Project is not completed when the auditor makes his annual examination of the 1981 accounts , the auditor will make at that time an interim examination of the "1981 Renovations Grant Account" and report directly to the Inspector of Municipalities on this interim examination.
- SECTION 12 That cheques issued against the "1981 Renovations Grant Account" will be only in payment of the costs incurred for the project described in Section 1 above which has been approved by the Inspector of Municipalities. The approved invoices supporting the cheque payments shall be kept in a separate file.
- SECTION 13 That the Province will send the \$8,000.00 approved 1981 Assistance to the District after this Agreement has been dated, signed and sealed by the Chairman of and the Secretary to the Trustees, while witnessed, and received and signed by the Province and after the District's Agreement Bylaw Number 8 has been registered by the Inspector of Municipalities.

In witness whereof the parties hereto have caused this Agreement to be executed.

Fletcher Creek Improvement District

Original signed by:

James McLaren
Chairman of the Trustees

Shirley Jones
Secretary of the Trustees

Date: Dec. 30/81

Darryl Brown Date: Jan.14/81
Witness