

WATER AND SEWER CONNECTION FEE CREDIT AGREEMENT

THIS AGREEMENT dated for reference the ___ day of April, 2018.

BETWEEN:

CITY OF NANAIMO
455 Wallace Street
Nanaimo, BC V9R 5J6

(the "**City**")

OF THE FIRST PART

AND:

SNUNEYMUXW FIRST NATION
668 Centre Street
Nanaimo, BC V9R 4Z4

("Snuneymuxw")

OF THE SECOND PART

- A. **Whereas** pursuant to a Water Servicing Agreement between the City and Snuneymuxw dated for reference December 17, 2012 and attached to this Agreement as Schedule A (the "Water Servicing Agreement"), the City agreed to connect the City Water Distribution System to the Snuneymuxw Water Distribution System.
- B. **Whereas** pursuant to a Sewer Use Agreement between the City, Snuneymuxw and the Regional District of Nanaimo dated for reference August 6, 2015 and attached to this Agreement as Schedule B (the "Sewer Use Agreement"), the City agreed to connect the City Sewer System to the Snuneymuxw Sewer System.
- C. **Whereas** Snuneymuxw now wishes to pay in advance for new connections on IR4 that become due to the City under the provisions of the Water Servicing Agreement and the Sewer Use Agreement.

Now Therefore this Agreement Witnesses that in consideration of the sum of ten (\$10.00) dollars of lawful money of Canada and other good and valuable consideration now paid by each party, to the other, the receipt of which is hereby acknowledged, the parties covenant and agree with each other as follows:

1 Definitions

In this Agreement:

"Agreement" means this agreement, its recitals and schedules.

"Bank Account" means a segregated, interest-earning bank account.

"City Sewer System" means the City's sewage collection system and other facilities or equipment that transport sewage or other water-borne waste from the Snuneymuxw Sewer System.

"City Water Distribution System" means the City's water distribution infrastructure in use from time to time, including its dams, reservoirs, treatment plants, pipes, and waterlines.

"Connection Fee" means any new connection fee in respect of IR4 and payable by Snuneymuxw to the City under the Water Servicing Agreement or the Sewer Use Agreement at a rate that is equivalent to the City's rate charged under its DCC Bylaw.

"Connection Fee Allocation" means the sum of \$_____ CAD and any interest earned thereon.

"DCC Bylaw" means the City of Nanaimo Development Cost Charge Bylaw No. 7252, as amended and replaced from time to time and authorized under Division 19 of Part 14 of the *Local Government Act*, as amended and replaced from time to time.

"Funding Date" means the date that Snuneymuxw pays the Connection Fee Allocation to the City.

"IR4" means Snuneymuxw Indian Reserve Nanaimo River 4.

"Sewer Use Agreement" means the sewer use agreement between the City, Snuneymuxw and the Regional District of Nanaimo dated for reference August 6, 2015, a copy of which is attached to this Agreement as Schedule "B".

"Snuneymuxw Sewer System" means Snuneymuxw's sewage collection system and other facilities or equipment that transports sewage or other water-borne waste from the Snuneymuxw reserves to the City Sewer System,

"Snuneymuxw Water Distribution System" means the water distribution system owned and operated by or on behalf of Snuneymuxw located on or adjacent to IR4 and connected to the City Water Distribution System.

"Water Servicing Agreement" means the water servicing agreement between the City and Snuneymuxw dated for reference December 17, 2012, a copy of which is attached to this Agreement as Schedule "A".

2 Receipt and Deposit of Connection Fee Allocation

- 2.1 On the Funding Date the City shall hold the entire Connection Fee Allocation in trust for the benefit of Snuneymuxw pursuant to the terms of this Agreement.
- 2.2 Upon receipt of the Connection Fee Allocation, the City shall promptly deposit the Connection Fee Allocation into a Bank Account.

3 Use of Connection Fee Allocation

- 3.1 The City shall only use the Connection Fee Allocation to cover the cost of Connection Fees with respect to IR4 that are properly charged to Snuneymuxw by the City pursuant to the provisions of the Water Servicing Agreement or the Sewer Use Agreement.
- 3.2 The City must retain all interest earned on the Connection Fee Allocation in the Bank Account.

4 Connection Fee Credits

- 4.1 The City will apply that portion of the Connection Fee Allocation, as available from time-to-time, as a credit against any Connection Fee that with respect to IR4 would otherwise be payable under the Water Servicing Agreement or the Sewer Use Agreement.
- 4.2 Each time a Connection Fee Allocation is applied by the City against Connection Fees that, with respect to IR4, would otherwise be payable under the Water Servicing Agreement or the Sewer Use Agreement, the City will show such application of the Connection Fee Allocation and any balance remaining in the Bank Account on the invoices issued to Snuneymuxw under the Water Servicing Agreement and the Sewer Use Agreement.
- 4.3 For greater certainty, if the Connection Fee Allocation is zero, Snuneymuxw will pay for all Connection Fees directly, as required under the Water Servicing Agreement and the Sewer Use Agreement.
- 4.4 The City will deliver to Snuneymuxw an accounting of all transactions with respect to the Bank Account, if and when reasonably requested by Snuneymuxw.

5 Effective Date

5.1 This Agreement comes into effect on the Funding Date.

6 Termination

6.1 This Agreement terminates on the earlier of:

- (a) the date that Snuneymuxw delivers written notice of termination of this Agreement to the City;
- (b) the date that the total available Connection Fee Allocation is equal to zero; and
- (c) the date upon which both the Water Servicing Agreement and the Sewer Use Agreement, and any renewals thereof, have terminated.

7 Return of Connection Fee Allocation

7.1 If this Agreement is terminated on the date described in section 6.1(a) or (c), the City will promptly and upon written request of Snuneymuxw, return any existing Connection Fee Allocation to Snuneymuxw.

8 Water Servicing Agreement and Sewer Use Agreement

8.1 The parties agree that nothing in this Agreement alters, or releases the parties from, any of their rights and obligations under either the Water Servicing Agreement or the Sewer Use Agreement.

9 Indemnity

9.1 In consideration of Ten (\$10.00) Dollars and other good and valuable consideration paid by the City to Snuneymuxw (the receipt and sufficiency of which is hereby acknowledged), Snuneymuxw agrees to release and indemnify the City, its employees, elected and appointed officials, contractors and agents from and against all actions, causes of action, suits, claims, losses and demands whatsoever that may arise either directly or indirectly by reason of the City and Snuneymuxw entering into this Agreement, except where caused by any breach of this Agreement, negligence or wilful misconduct by the City or any person for whom the City is responsible at law. This release and indemnity will survive the expiry or earlier termination of this Agreement.

9.2 In consideration of Ten (\$10.00) Dollars and other good and valuable consideration paid by the Snuneymuxw to the City (the receipt and sufficiency of which is hereby acknowledged), the City agrees to release and indemnify Snuneymuxw, its employees, elected and appointed officials, contractors and

agents from and against all actions, causes of action, suits, claims, losses and demands whatsoever that may arise either directly or indirectly by reason of any breach of this Agreement, negligence or wilful misconduct by the City or any person for whom the City is responsible at law except where caused by breach of this Agreement, negligence or wilful misconduct by Snuneymuxw or anyone for whom Snuneymuxw is responsible at law. This release and indemnity will survive the expiry or earlier termination of this Agreement.

10 Dispute Resolution

- 10.1 The Parties agree that the dispute resolution process set out in section 10.0 of the Water Servicing Agreement will also apply to any dispute that arises under this Agreement.

11 Notices

- 11.1 Any notice, demand, acceptance or request required to be given hereunder in writing shall be deemed to be given if either personally delivered or mailed by registered mail, postage prepaid (at any time other than during a general discontinuance of postal services due to a strike, lockout or otherwise) and addressed if to:

Snuneymuxw:

**668 Centre Street
Nanaimo, BC VR9 4Z4
Attention: Band Manager**

the City:

**455 Wallace Street
Nanaimo, BC V9R 5J6
Attention: Director, Community Development**

or such change of address as a party has, by written notification, forwarded to the other party.

- 11.2 Any notice shall be deemed to have been given to and received by the party to which it is addressed:
- (a) if delivered, on the date of delivery; or
 - (b) if mailed, then on the third (3rd) day after the mailing thereof.

12 Assignment

- 12.1 This agreement may not be assigned by either party without the other party's written consent and such consent can be arbitrarily withheld.

13 Entire Agreement

- 13.1 This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior agreements, undertakings, declarations or representations, written or verbal, in respect thereof. It is hereby agreed between the parties hereto that this Agreement is enforceable by and against the parties, and their successors and permitted assigns.

14 Interpretation

- 14.1 Wherever the singular or masculine is used in this Agreement, the same will be construed as meaning the plural or the feminine or the body corporate or politic where the context or the parties so require.

15 Non-derogation

- 15.1 Nothing contained in or implied by this Agreement shall in any way prejudice or affect the exercise of any powers, duties or functions held by the City or Snuneymuxw under any statutes, regulations, laws or bylaws.

16 Laws of British Columbia

- 16.1 This Agreement must be interpreted under and will be governed by the applicable laws of Canada and the Province of British Columbia.

17 Severability

- 17.1 If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part of the Agreement will be considered to have been severed from the rest of this Agreement and the rest of the Agreement remains in force unaffected by that holding or by the severance of that part.

18 Waiver

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

19 Amendment

19.1 This Agreement may be amended from time to time by Snuneymuxw and the City provided such amendments are in writing and executed by the Parties.

20 Time

20.1 Time shall be of the essence in this Agreement.

21 Successors

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

22 Further Documents

22.1 Each of the parties covenants and agrees to execute such further and other documents and instruments, and to do such further and other things as they are authorized to do and as may be necessary to implement and carry out the intent of this Agreement.

23 Counterpart

23.1 This Agreement may be executed in counterpart with the same effect as if all parties had signed the same document. Each counterpart is deemed to be an original. All counterparts will be construed together and constitute one and the same Agreement.

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

SIGNED, SEALED AND DELIVERED)

on behalf of the **SNUNEYMUXW**)

NATION by Chief Mike Wyse)

)

)

Chief Mike Wyse

)

Witness)

)

Address)

)

Occupation)

The Corporate Seal of the **CITY OF**)
NANAIMO was hereunto affixed in the)
Presence of:)
)
_____)
Mayor)
_____)
Corporate Officer

SCHEDULE "A" WATER SERVICING AGREEMENT

W 079

WATER SERVICING AGREEMENT SNUNEYMUXW INDIAN RESERVE NANAIMO RIVER #4

This Agreement is dated for reference December 17, 2012.

BETWEEN:

SNUNEYMUXW FIRST NATION, a "band" as that term is defined in the *Indian Act* (Canada), as represented by the Snuneymuxw First Nation Council, having an administrative office at 668 Centre Street, Nanaimo, British Columbia, V9R 4Z4 ("Snuneymuxw")

AND

THE CITY OF NANAIMO, a Municipality in the Province of British Columbia, as represented by its Mayor and Council, having an administrative office at 455 Wallace Street, Nanaimo, British Columbia, V9R 5J6 (the "City")

BACKGROUND

- A. The land outlined on the plan attached to this Agreement as Schedule A is reserve land within the meaning of the *Indian Act*, R.S.C. 1985, c. 1-5 and known as Snuneymuxw Indian Reserve Nanaimo River 4.
- B. Pursuant to section 23 of the Community Charter the City is empowered and authorized to enter into an agreement with Snuneymuxw to provide local government services to reserve land.
- C. The City operates or will operate a water distribution system in the vicinity of IR#4 and Snuneymuxw operates or will operate a water distribution system to residences and businesses on IR#4.
- D. The City and Snuneymuxw entered into a Water Treatment Plant and Services Agreement dated August 11, 2010 and a Community to Community Water Agreement dated December 13, 2007.
- E. The City has authorized the execution of this Agreement by a resolution duly passed on December 17, 2012, a copy of which is attached as Schedule D.
- F. Snuneymuxw Band Council has authorized the execution of this Agreement by a resolution duly passed on Dec. 19, 2012, a copy of which is attached as Schedule E.

Accordingly, the Parties now wish to enter into this water servicing agreement (the "Agreement") and for good and valuable consideration each hereby agree as follows.

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1.0 DEFINITIONS & INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

- (a) **"Bulk Meter"** means a water meter located at a Connection Point;
- (b) **"City Distribution System"** means the City's water distribution infrastructure in use from time to time, including its dams, reservoirs, treatment plants, pipes, and waterlines;
- (c) **"Connection Points"** means the points identified for City connections to the Snuneymuxw Distribution System at the locations outlined on the plan attached as Schedule B;
- (d) **"IR#4"** means Indian Reserve Nanaimo River 4 as depicted on Schedule A;
- (e) **"Planned Developments"** means the planned developments for IR#4 shown on the plan attached as Schedule C;
- (f) **"Snuneymuxw Distribution System"** means the water distribution system owned and operated by or on behalf of Snuneymuxw located on or adjacent to IR#4 and connected to the City Distribution System at the Connection Points.

1.2 References to a statute, regulation or bylaw (including bylaws of the City) are deemed to include any amendments and any statute, regulation or bylaw that replaces or re-enacts any of the foregoing and has substantially the same purpose.

2.0 PROVISION OF WATER TO RESERVE LANDS

2.1 The City shall, at the Connection Points, connect the Snuneymuxw Distribution System to the City Distribution System under the terms and conditions set out in this Agreement.

2.2 Subject to the terms and conditions of this Agreement the City will provide to Snuneymuxw at the Connection Points a potable water supply using the City Distribution System. The quality and quantity of the water and service provided by the City to IR#4 pursuant to this Agreement shall be substantially the same as the quality and quantity of such service provided by the City to residences and businesses within the City of Nanaimo generally. Notwithstanding the foregoing:

- (a) Snuneymuxw acknowledge and agree that there may be from time to time interruptions or reductions in the level of water service and the City will not be responsible or liable for any losses, costs, damages, claims or expenses arising from or connected with any temporary interruption or reduction in the level of water service provided under this Agreement;
- (b) nothing in this Agreement shall require the City to provide water to the Connection Points if and to the extent the City determines, acting reasonably and in good faith, that it does not have the extra capacity to provide such service beyond what is required for (i) current water consumption on IR#4 as at the time of execution of

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this Agreement; (ii) the Planned Developments; and (iii) such growth in water consumption on IR#4 as is reasonable and consistent with the overall growth in water consumption within the City of Nanaimo in the same period of time; or

- (c) nothing in this Agreement shall impose upon the City a greater duty to supply water service to the Connection Points than it has to inhabitants of the City generally.

- 2.3 The City will maintain the City Distribution System in accordance with all governing laws, standards and guidelines in place from time to time.
- 2.4 The City will provide Snuneymuxw with prompt notification upon discovering any anomaly in water quality delivered to the Connection Points as compared to elsewhere in the City Distribution System, and will promptly take all steps reasonably required to address such anomaly.

3.0 METERS

- 3.1 The City will own and maintain Bulk Meters at the Connection Points.

4.0 OPERATING FEES

- 4.1 Snuneymuxw will pay a fee to the City for water provided to the Snuneymuxw Distribution System at the Connection Points, and recorded on the Bulk Meters, based on the metered water rate paid by other users of the City Distribution System and set out in the City's *Waterworks Rate and Regulation Bylaw*, as updated from time to time, multiplied by the volume of water provided.
- 4.2 In the event of a Bulk Meter malfunction, the City may estimate the volume of water supplied for the purpose of calculating charges under this Agreement on the basis of historical consumption patterns at the Connection Point in question pending resolution of the malfunction.
- 4.3 Water charges payable under section 4.1 shall be invoiced approximately every four months in accordance with the City's general scheme for invoicing users of the City Distribution System and shall be payable on receipt, with a 5 percent discount offered for prompt payment as detailed on each invoice (approximately three weeks from the date of each invoice).
- 4.4 Invoices rendered in a calendar year that remain unpaid at the end of that calendar year will be deemed to be in default and subject to an interest charge equal to the amount applicable to all other users of the City Distribution System as established by the City from time to time.
- 4.5 The City will upon request make available to Snuneymuxw for inspection and copy, records of the City which would allow Snuneymuxw to confirm the amount of water supplied and recorded by the Bulk Meters.

5.0 MAINTENANCE OF SYSTEM

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- 5.1 The City is responsible for the repair, maintenance and operation of the City Distribution System and any associated costs, all to a standard that complies with the applicable health, safety and engineering standards and specifications established or applied by the City for similar works elsewhere in the City.
- 5.2 Snuneymuxw is responsible for the repair, maintenance and operation of the Snuneymuxw Distribution System and any associated costs.
- 5.3 Snuneymuxw and the City agree that pipework and appurtenances on IR#4 will be built by Snuneymuxw in accordance with good engineering practices, for long term maintenance benefits and avoidance of water wastage.

6.0 CONNECTION FEES FOR NEW DEVELOPMENT

6.1 Snuneymuxw will:

- (a) on receipt of an invoice from the City, pay a new connection fee to the City with respect to connections made to any existing buildings on IR#4 at the time of commencement of services under this Agreement, at a rate equivalent to the City's Water Supply Development Cost Charge Bylaw rate from time to time applicable to similar new developments within City boundaries;
- (b) notify the City of the commencement of all new developments on IR#4 from time to time; and
- (c) on receipt of an invoice from the City, pay a new connection fee to the City with respect to each of those new developments, at a rate equivalent to the City's Water Supply Development Cost Charge Bylaw rate from time to time applicable to similar new developments within City boundaries.

The fee paid by Snuneymuxw under this section will be applied by the City towards the cost of future major capital works required within the City Distribution System, which includes water intake, storage and piping improvements and which could be related to or benefit the provision of water to IR#4.

- 6.2 For the purpose of this part 6, a "new development" will mean the construction of a new building, or units within a building resulting in multiple tenancies, on IR#4 or the alteration, renovation or change in the use of an existing building on IR#4, or the carrying-out of any construction, engineering or other operations in, on, over or under land on IR#4, which will result in the need for water to be supplied to the new development from the City Distribution System, and includes the Planned Developments;

7.0 WATER RESTRICTIONS

7.1 Snuneymuxw will:

- (a) take reasonable steps to adopt and to enforce bylaws governing water conservation and the imposition of water use restrictions on IR#4 that are substantively consistent with City bylaws in force from time to time related to water

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conservation and water use restrictions, with the intention of curtailing water consumption by residents and businesses on IR#4 to the same extent as the City may do outside IR#4;

- (b) not transmit the water provided by the City under this Agreement outside IR#4 for use or consumption outside IR#4;

8.0 INDEMNITY

- 8.1 Snuneymuxw shall indemnify and save harmless the City from and against all claims, actions, causes of action, suits or other liability resulting from any breach of any provisions of this Agreement to be performed by Snuneymuxw, except if caused by the negligence or wilful misconduct of the City. In addition to the foregoing, the Snuneymuxw shall afford the City and its employees and agents the same protection from liability as is provided under the *Local Government Act* R.S.B.C. 1996 c. 323 in respect of the City's activities elsewhere in the City of Nanaimo and, without restricting the generality of the foregoing, shall indemnify, defend and hold harmless the City from and against any and all claims, demands, actions, causes of action, losses, damages and costs of whatever kind on account of any actual or alleged loss, injury or damage to any person or to any property arising out of or in connection with the provision of or failure to provide potable water as required herein, if and to the extent that the City, its employees or agents would have otherwise been excused from liability for such loss, injury or damage pursuant to the *Local Government Act* but for the fact that such provision or failure to provide potable water is in respect of lands and occupiers of land on IR#4.
- 8.2 The City shall indemnify and save harmless Snuneymuxw from and against all claims, actions, causes of action, suits or other liability resulting from any breach of any provisions of this Agreement to be performed by the City, except if caused by the negligence or wilful misconduct of Snuneymuxw.

9.0 TERM

- 9.1 This Agreement shall come into full force and effect on the day first set out above and shall have an initial term of 40 years (the "**Term**").
- 9.2 At the written request of Snuneymuxw made during the year that is the 5th year before the end of the Term, or any renewal thereof, the City will agree to renew the Term of this Agreement for a further Term of 15 years, commencing that year, if the City determines, acting reasonably and in good faith, that it has sufficient water capacity in the City Distribution System to supply the forecast water consumption needs of the City and IR#4 for the applicable renewal Term.

10.0 DISPUTE RESOLUTION

- 10.1 The Parties agree that during the term of this Agreement and in the performance of each of their responsibilities under this Agreement, each of them will:
 - (a) make bona fide efforts to resolve by amicable negotiations any disputes arising between them under this Agreement; and

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(b) provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations.

- 10.2 The Parties further agree to use their best efforts to conduct any dispute resolution procedure under this Agreement as efficiently and cost effectively as possible.
- 10.3 Where a dispute arising out of or in connection with this Agreement is not promptly resolved by amicable negotiations the Parties agree to attempt to resolve the dispute by mediated negotiation with the assistance of a neutral person mutually agreed upon, or should the Parties be unable to agree upon such person within 30 days of either Party serving notice of its intention to proceed to mediation, a neutral person appointed by the British Columbia International Commercial Arbitration Centre administered under its *Mediation Rules*.
- 10.4 If the dispute cannot be settled within thirty (30) days after the mediator has been appointed or such lesser or longer period otherwise agreed to in writing by the Parties, the dispute will be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre, under its *Rules*.
- 10.5 Except where otherwise specified in this Agreement, any and all disputes between or among the Parties to this Agreement arising under, out of or in any way relating to this Agreement will be determined under this section.
- 10.6 Subject to any ruling or recommendation to the contrary by the Arbitrator or Mediator respectively, the Parties agree that the costs of such mediation or arbitration shall be shared equally between them. Costs in this context shall not include any costs incurred by a Party in preparation for and attending upon or settling a matter through mediation or arbitration.

11.0 NOTICE

- 11.1 Any notice, document, statement, report, demand or payment desired or required to be given or made pursuant to this Agreement will be in writing and may be given or made if delivered personally to the Party to whom it is to be given or made, delivered by electronic facsimile transmission or mailed in Canada with postage prepaid and addressed if to:

To the City:
455 Wallace Street, Nanaimo
British Columbia, V9R 5J6
Fax: 250-755-4435
Attention: Corporate Officer

To Snuneymuxw:
668 Centre Street, Nanaimo
British Columbia, V9R 4Z4
Fax: 250-753-3492
Attention: Band Manager

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- 11.2 A Party may change its address by giving the other Party prior notice of a change in address in accordance with this section and provided further that if there is a postal strike or other postal disruption, notice shall be personally delivered, not mailed.

12.0 GENERAL PROVISIONS

- 12.1 If there is a breach of this Agreement by Snuneymuxw, then the City may at its option notify the Snuneymuxw of such breach and give such time as is reasonable in the circumstances to remedy the breach. If the breach continues after the period of time provided to remedy the breach and the matter has not been referred to dispute resolution under section 10, or if the matter has been referred to and resolved or determined by dispute resolution proceedings and the breach continues thereafter, then in either case the City may at its option suspend the provision of water at one or more Connection Points until such time as the breach of this Agreement has been remedied.
- 12.2 All references to each Party are deemed to be references to the heirs, executors, administrators, successors, assigns, servants, agents and officials of the respective parties whenever the context so allows.
- 12.3 No party will be liable for its failure to perform any of its obligations under this Agreement due to a cause beyond its reasonable control including acts of God, fire, flood, explosion, strikes, lockouts or other labour disturbances, laws, rules and regulations or orders of any duly constituted governmental authority (other than laws, rules and regulations or orders of a party that affect its own performance).
- 12.4 Waiver of any default by either Party shall not be deemed to be a waiver of any subsequent default by that Party.
- 12.5 Section headings are included for convenience only and do not form part of this Agreement and shall not be used in the construction or interpretation of the Agreement.
- 12.6 No representations, warranties or conditions, express or implied, have been made other than expressed in this Agreement.
- 12.7 Should any clause or portion of this Agreement be declared or held invalid for any reason, the invalid portion shall be severed and the severance shall not affect the validity of the remainder.
- 12.8 This Agreement may be amended from time to time by Snuneymuxw and the City provided such amendments are in writing and executed by the Parties.
- 12.9 Time shall be of the essence in this Agreement.
- 12.10 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
- 12.11 Each of the Parties covenants and agrees to execute such further and other documents and instruments, and to do such further and other things as they are authorized to do and as may be necessary to implement and carry out the intent of this Agreement.

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- 12.12 Nothing contained in or implied by this Agreement shall in any way prejudice or affect the rights and powers of the City or Snuneymuxw in the exercise of their respective functions under any statutes, regulations, or by-laws.
- 12.13 This Agreement may be executed in one or more counterparts, each of which shall constitute an original copy of this Agreement for all purposes and, all of which shall together be deemed to constitute one and the same document.
- 12.14 Counterparts may be executed and delivered by the Parties to each of the other Parties by facsimile and/or other electronic means and if so executed and delivered, the counterparts shall be for all purposes as effective as if the parties had executed and delivered an original document.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first set out above.

SIGNED, SEALED AND DELIVERED on
behalf of the **SNUNEYMUXW FIRST
NATION** by Chief Douglas White III,
Kwulasultun.

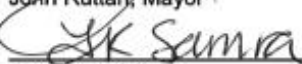

Chief Douglas White III, Kwulasultun

SANDRA ATKINSON
Witness S. Atkinson
Address 3900 JUNGLE PET R
NANAIMO, BC
Occupation EXECUTIVE ASSISTANT

The Corporate Seal of **THE CITY OF
NANAIMO** was hereunto affixed in the
presence of:

(C/S)


John Ruttan, Mayor


Corporate Officer

SCHEDULE A

Indian Reserve Nanaimo River 4

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SCHEDULE B
Water Distribution System Plans

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IR #4 Planned Development



SCHEDULE D

CITY OF NANAIMO COUNCIL RESOLUTION

"IN CAMERA" MEETING held 2012-DEC-17

Water Servicing Agreement to the Snuneymuxw Indian Reserve Nanaimo River #4

It was moved and seconded that Council approve the attached Water Servicing Agreement to Snuneymuxw Indian Reserve Nanaimo River #4 and authorize the Mayor and Corporate Officer to execute the agreement. The motion carried

CERTIFIED CORRECT:



T. R. Samra,
CORPORATE OFFICER

SCHEDULE E

Snuneymuxw Band Council Resolution

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SCHEDULE E

BAND COUNCIL RESOLUTION

Chronological No. 2012-034
File Reference

NOTE: The words "From our Band Funds" "Capital" or "Revenue", which ever is the case, must appear in all resolutions requesting expenditures from Band Funds.

The Council of the		Snuneymuxw First Nation		Cash free balance	
				Capital Account	\$
Date of duly convened meeting		D	M	Y	Province
1 9 1 2 1 2				British Columbia	Revenue account \$

DO HEREBY RESOLVE:

Whereas that Snuneymuxw First Nation Chief & Council approve proceeding with the attached finalized agreement – Water Servicing Agreement Snuneymuxw Indian Reserve Nanaimo River #4,

Quorum 5

Karen Ahenakew
Councillor Karen Ahenakew

Douglas White II
Chief Douglas White II Kwakwaka'wakw
Councillor Emily Manson

James Seward
Councillor James Seward
John Wesley
Councillor John Wesley

Sandra Geod
Councillor Sandra Geod
Douglas J.C. White
Councillor Douglas J.C. White

Eric G. Wesley
Councillor Eric G. Wesley
Paul Wyse-Seward
Councillor Paul Wyse-Seward

William Yoachim
Councillor William Yoachim

FOR DEPARTMENTAL USE ONLY

Expenditure	Authority (Indian Act Section)	Source of funds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue	Expenditure	Authority (Indian Act Section)	Source of Funds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
Recommending Officer			Recommending Officer		
Signature _____ Date _____			Signature _____ Date _____		
Approving Officer			Approving Officer		
Signature _____ Date _____			Signature _____ Date _____		

80-6 (12-85) 7530-21-036-6562

Canada