

CORPORATION OF THE TOWNSHIP OF ESQUIMALT

BY-LAW NO. 104

WHEREAS the Corporation of the Township of Esquimalt and the Corporation of the City of Victoria desire pursuant to the powers conferred in Chapters 109 and 114 of the Revised Statutes of B. C. 1920, and compel the property owners therein mentioned to connect with and use the respective sewers of the Corporations as therein mentioned, a copy of which agreement forms the Schedule to this By-Law:

AND WHEREAS the said Agreement has been approved by and on behalf of the parties thereto:

THEREFORE the Municipal Council of the Corporation of the Township of Esquimalt enacts as follows:

1. It shall be lawful for the Reeve and Clerk of the Council of the Municipal Corporation of the Township of Esquimalt to enter into the agreement with the Corporation of the City of Victoria, a copy of which forms the Schedule to this By-Law.
2. The said Reeve and Municipal Clerk are hereby authorized and directed to sign, execute and deliver the said agreement for and on behalf of the Corporation of the Township of Esquimalt.
3. This By-Law may be cited as "The Esquimalt and Victoria Sewerage Agreement By-Law, 1920."

PASSED the Municipal Council the 27th day of September, 1920.

RECONSIDERED, ADOPTED AND FINALLY PASSED the Municipal Council the 10th day of October, 1920.

"A. Lockley"
Reeve

"G. H. Pullen"
Clerk

THE SCHEDULE

THIS INDENTURE made in duplicate the

day of On thousand, nine hundred and twenty.

BETWEEN:

THE CORPORATION OF THE CITY OF VICTORIA
(hereinafter called the "City")

OF THE ONE PART:

-and-

THE CORPORATION OF THE TOWNSHIP OF
ESQUIMALT (hereinafter called the
"Township")

OF THE OTHER PART:

WHEREAS the City desires to secure the right, power and liberty to permit and compel certain owners of property within the Municipal boundaries of the City of Victoria, (hereinafter for convenience called the "Victoria Property owners") to make sewer connections from their lands and premises within the said Municipal boundaries to any sewer or sewers constructed on any boundary or other street, road, lane or land owned, operated or maintained by the Corporation of the Township of Esquimalt, such sewer or sewers being hereinafter for convenience called the "Esquimalt sewer or sewers".

AND WHEREAS the City desires to secure further the right, liberty and permission to and for such Victoria property owners to drain at all times into such Esquimalt sewer or sewers all the sewerage from their said lands and premises:

AND WHEREAS the Township desires to secure the right, power and liberty to permit and compel certain owners of property within the Municipal boundaries of the Township of Esquimalt, (hereinafter for convenience called the "Esquimalt Property Owners") to make sewer connections from their lands and premises within the said Municipal boundaries to any sewer or sewers constructed on any boundary or other street, road, lane or land owned, operated or maintained by the Corporation of the City of Victoria, such sewer or sewers being hereinafter for convenience called the "Victoria sewer or sewers".

AND WHEREAS the Township desires to secure further the right, liberty and permission to and for such Esquimalt Property Owners to drain at all times into such Victoria sewer or sewers all the sewage from their said lands and premises:

AND WHEREAS it has been agreed by and between the parties hereto in the manner following, that is to say; that the said Township shall grant unto the said City full and uninterrupted right, power and liberty to permit and compel the said Victoria property owners to

make sewer connections with any such Esquimalt sewer or sewers; AND THAT the said Victoria property owners and each of them shall have the full and uninterrupted right, liberty and permission at all times to drain into such Esquimalt sewer or sewers all sewage from their said lands and premises; AND THAT the said City shall grant unto the said Township full and uninterrupted right, power and liberty to permit and compel the said Esquimalt property owners to make sewer connections with any such Victoria sewer or sewers; AND THAT the said Esquimalt property Owners, and each of them, shall have the full and uninterrupted right, liberty and permission at all times to drain into such Victoria sewer or sewers all sewage from their said lands and premises:

NOW THEREFORE THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the premises and of the covenants hereinafter contained and of the sum of One Dollar (\$1.00) of good and lawful money of Canada now paid by the City to the Township (the receipt whereof is hereby by it acknowledged) IT IS COVENANTED AND AGREED between the said parties hereto in the manner following:

THE TOWNSHIP DOTH HEREBY GRANT, TRANSFER, ASSIGN and SET OVER unto the City absolutely full and uninterrupted right, power and liberty to permit and compel any and all owners of property within the Municipal boundaries of the said City who may be authorized so to do by the said City as and when authorized to make sewer connections from their lands and premises within the said Municipal boundaries to any sewer or sewers owned, operated or maintained by the Corporation of the Township of Esquimalt.

The Township Covenants and Agrees with the City that all such Victoria property owners, and each or any of them, shall have full and uninterrupted right, liberty and permission at all times to drain into such Esquimalt sewer or sewers all sewage from their said lands and premises.

And the Township Covenants and Agrees that it has not by itself, its agents, servants or workmen done any act or thing to interfere with, interrupt or impede in any way whatever the right, liberties and privileges or any of them hereby by it granted and further Covenants and Agrees that it will not by itself, its agents, servants or workmen at any time in any way infringe upon, interfere with, interrupt or impede the said right, liberties or privileges or any of them. And the Township Covenants and Agrees that the City shall have full right, power and liberty in so far as the Township can grant the same to compel all such owners of property within the Municipal boundaries of the said City as to the said City may seem expedient at the expense of such property owners to make as and when the said City may think fit sewer connections from all or any of the lands and premises of such property owners or any of them within the Municipal boundaries of the said City of any sewer or sewers constructed on any boundary or other street, road, lane or land owned, operated or maintained by the Corporation of the Township of Esquimalt.

And the Township further Covenants and Agrees that the City shall have full right, power and liberty in so far as the Township can grant the same to compel all such Victoria property owners and any of them to drain all the sewage from their said lands and premises into such boundary or other Esquimalt sewer or sewers.

And the Township hereby also Covenants and Agrees that in the event of any such Victoria property owners failing to make such connections as hereinbefore mentioned as and when required so to do by the City then and in that event the City shall have full right, power and liberty in so far as the Township can grant the same to make or have made such aforesaid connections and to charge and collect the same and all costs, charges and expenses connected therewith to and from such owner or owners in the same manner as if the said sewer or sewers were within the Municipal boundaries of the said City and belonged to the Corporation of the City of Victoria; or otherwise to recover and deal with the same in such other manner as may by law be authorized.

And the Township Covenants and Agrees that the City shall have full and uninterrupted right, permission and authority to impose and levy upon and collect from all such Victoria property owners who shall connect with or use, under this agreement, any such sewer or sewers owned, operated or maintained by the Corporation of the Township of Esquimalt, such rental and other charges for the use of such sewer or sewers and sewer connections as the said City may think fit in the same manner as if the said sewer or sewers were within the Municipal boundaries of the said City and belonged to the Corporation of the City of Victoria.

And the Township Covenants and Agrees with the City that it will supply the City with copies of the specifications, plans, elevations, sections and general and detailed drawings of the boundary or other sewer owned, operated or maintained by the Corporation of the Township of Esquimalt affected by these presents.

The City Covenants and Agrees with the Township that before any such aforesaid connection shall be commenced to be made by or on behalf of any Victoria property owner or owners with any boundary or other sewer or sewers owned, operated or maintained by the Corporation of the Township of Esquimalt, the City or its Engineer or other person authorized in that behalf shall first give to the Township or its Engineer notice in writing that such connection is intended to be made. Such notice shall specify the property or other premises in respect of which such connection is intended to be made, the names of the owner or owners of such property and other premises, the sewer or sewers with which such connection or connections are intended to be made and such other matters, if any, as may be relevant.

PROVIDED that no such connection shall be made until such notice has first been given by the City to the Township aforesaid:

PROVIDED FURTHER that such connections shall be made to the satisfaction of the Engineer of the Township who shall have the right at any time to inspect the same.

AND THE SAID CITY HEREBY COVENANTS AND AGREES TO indemnify and save harmless the said Township from and against all and any costs, charges and expenses for or incidental to the aforementioned connections with or use of any such sewer or sewers constructed on any boundary or other street, road, lane or land owned, operated or maintained by the Corporation of the Township of Esquimalt.

AND THIS INDENTURE FURTHER WITNESSETH that in pursuance of the said recited agreement and in consideration of the premises and of the covenants herein contained and of the sum of One Dollar (\$1.00) of good and lawful money of Canada now paid by the Township to the City (the receipt whereof is hereby by it acknowledged) IT IS COVENANTED AND AGREED between the said parties hereto in the manner following:

THE CITY DOTH HEREBY GRANT, TRANSFER, ASSIGN and SET OVER unto the Township absolutely full and uninterrupted right, power and liberty to permit and compel any and all owners of property within the Municipal boundaries of the said Township who may be authorized so to do by the said Township as and when authorized to make sewer connections from their lands and premises within the said Municipal boundaries to any sewer or sewers owned, operated or maintained by the Corporation of the City of Victoria.

The City Covenants and Agrees with the Township that all such Esquimalt property owners, and each or any of them, shall have full and uninterrupted right, liberty and permission at all times to drain into such Victoria sewer or sewers all sewage from their lands and premises.

And the City Covenants and agrees that it has not by itself, its agents, servants or workmen done any act or thing to interfere with, interrupt or impede in any way whatever the rights, liberties and privileges or any of them hereby by it granted and further covenants and agrees that it will not by itself, its agents, servants or workmen at any time in any way infringe upon, interfere with, interrupt or impede the said rights, liberties or privilege or any of them.

AND the City Covents and Agrees that the Township shall have full right, power and liberty in so far as the City can grant the same to compel all such owners of property within the Municipal boundaries of the said Township as to the said Township may seem expedient at the expense of such property owners to make as and when the said Township may think fit sewer connections from all or any of the lands and premises of such property owners, or any of the, within the Municipal boundaries of the said Township to any sewer or sewers constructed on any boundary or other street, road, lane or land owned, operated or maintained by the Corporation of the City of Victoria.

And the City further Covenants and Agrees that the Township shall have full right, power and liberty in so far as the City can grant the same to compel all such Esquimalt property owners and any of them to drain all the sewage from their said lands and premises into such boundary or other Victoria sewer or sewers.

And the City hereby also Covenants and Agrees that in the event of any such Esquimalt property owners failing to make such connections and hereinbefore mentioned as and when required so to do by the Township then and in that event the Township shall have full right, power and liberty in so far as the City can grant the same to make or have made such aforesaid connections and to charge and collect the same and all costs, charges and expenses connected therewith to and from such owner or owners in the same manner as if the said sewer or sewers were within the Municipal boundaries of the said Township and belonged to the Corporation of the Township of Esquimalt; or otherwise to recover and deal with the same in such other manner as may by law be authorized.

And the City Covenants and Agrees that the Township shall have full and uninterrupted right, permission and authority to impose and levy upon and collect from all such Esquimalt property owners who shall connect with or use, under this agreement, any such sewer or sewers owned, operated or maintained by the Corporation of the City of Victoria, such rental and other charges for the use of such sewer or sewers and sewer connections as the said Township may think fit in the same manner as if the said sewer or sewers were within the Municipal boundaries of the said Township and belonged to the Corporation of the Township of Esquimalt.

The City Covenants and Agrees with the Township that it will supply the Township with copies of the specifications, plans, elevations, sections and general and detailed drawings of the boundary or other sewer owned, operated or maintained by the Corporation of the City of Victoria affected by these presents.

The Township Covenants and Agrees with the City that before any such aforesaid connection shall be commenced to be made by or on behalf of any Esquimalt property owner or owners with any boundary or other sewer owned, operated or maintained by the Corporation of the City of Victoria, the Township or its Engineer or other person authorized in that behalf shall first give to the City or its Engineer notice in writing that such connection is intended to be made. Such notice shall specify the property or other premises in respect of which such connection is intended to be made, the names of the owner or owners of such property and other premises, the sewer or sewers with such connection or connections are intended to be made and such other matters, if any, as may be relevant.

PROVIDED that no such connection shall be made until such notice has first been given by the Township to the City as aforesaid:

PROVIDED FURTHER that such connections shall be made to the satisfaction of the Engineer of the City who shall have the right at any time to inspect the same.

AND THE SAID TOWNSHIP HEREBY COVENANTS AND AGREES to indemnify and save harmless the said City from and against all and any costs, charges and expenses for or incidental to the aforementioned connections with or use of any such sewer or sewers constructed on any boundary or other street, road, lane or land owned, operated or maintained by the Corporation of the City of Victoria.

Each of the parties hereto hereby Covenants and Agrees with the other that it will not by itself, its agents, servants, or workmen at any time or in any way infringe upon, interfere with, interrupt, impede or curtail the rights, powers, liberties, privileges and permissions or any of them hereby by it granted.

IN WITNESS WHEREOF the said parties hereto have caused their Common Seals to be affixed the day and year first above written.

The Common Seal of the Corporation)
of the City of Victoria was hereunto)
affixed in the presence of:)

The Common Seal of the Corporation)
of the Township of Esquimalt was)
hereunto affixed in the presence of:)