

THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN

BY-LAW NO. 1721

A BY-LAW TO AUTHORIZE AN AGREEMENT WITH THE CORPORATION OF THE CITY OF DUNCAN FOR THE JOINT FINANCING, CONSTRUCTION, OPERATION, AND MAINTENANCE OF UTILITIES FOR THE BENEFIT OF BOTH MUNICIPALITIES

WHEREAS it is deemed expedient and desirable by the Councils of The Corporation of the City of Duncan and The Corporation of the District of North Cowichan to exercise the provisions of the "Municipal Act" by entering into an agreement for the joint financing, construction, operation and maintenance of certain municipal utilities and sewerage facilities for the benefit of both municipalities;

NOW THEREFORE, the Municipal Council of The Corporation of the District of North Cowichan, in open meeting assembled, ENACTS as follows:

1. The Agreement between The Corporation of the City of Duncan and The Corporation of the District of North Cowichan, as set out in Schedule "A" attached hereto and made part of this by-law, is hereby ratified and the Mayor and Municipal Clerk are hereby authorized to sign and affix the Seal of the Municipality to the said Agreement.
2. This by-law may be cited as the "Duncan-North Cowichan Joint Utilities Agreement By-law 1977".


Received First Reading on the 19th day of January 1977.

Received Second Reading on the 19th day of January 1977.


Received Third Reading on the 2nd day of February 1977.

Received the Approval of the Lieutenant-Governor in Council on the 17th day of March 1977.

RECONSIDERED, ADOPTED and FINALLY PASSED by the Municipal Council on the 6th day of April 1977.



G. C. Smith,
Mayor



(Mrs.) J. MacLeod,
Municipal Clerk

SCHEDULE "A"

THIS AGREEMENT made the day of 1977.

BETWEEN:

THE CORPORATION OF THE CITY OF DUNCAN, a City Municipality incorporated under the laws of the Province of British Columbia, and having its principal place of business at 200 Craig Street, in the City of Duncan, Province of British Columbia.

(hereinafter called the "City")

OF THE FIRST PART

AND:

THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN, a District Municipality incorporated under the laws of the Province of British Columbia, and having its principal place of business at 7030 Trans-Canada Highway in the District of North Cowichan, Province of British Columbia.

(hereinafter called the "District")

OF THE SECOND PART

WHEREAS it is deemed expedient and desirable by the Councils of The Corporation of the City of Duncan and The Corporation of the District of North Cowichan of jointly exercising certain powers conferred by the Municipal Act, R.S.B.C., 1960, c.255, and amending Acts, by entering into an agreement for the joint financing, construction, operation and maintenance of certain municipal utilities and sewerage facilities for the benefit of both municipalities;

NOW THIS AGREEMENT WITNESSETH that in consideration of the covenants and agreement hereinafter exchanged, the City and the District respectively covenant and agree each with the other as follows:

1. By this Agreement is established a Board known as the "Joint Utilities Board" (hereinafter referred to as the "Board").
2. The Board shall be composed of Four (4) members as follows:
 - (a) Two (2) members of the Council of the City
 - (b) Two (2) members of the Council of the District
3. (a) The Board shall be advised by technical advisory non-voting staff who shall attend all meetings. Such staff shall include the following persons:
 - (i) The Administrator of the City or Representative
 - (ii) The Administrator of the District or Representative
 - (iii) The Municipal Engineer or Representative
 - (iv) The City Engineer or Representative

(b) Any consultant or technical adviser may attend one or more meetings on an invitational basis.

4.

The members of the Board shall:

- (a) at the first meeting of the Board in each year, select a Chairman and Vice Chairman from among its members for the ensuing year. In the first year of the currency hereof, the Chairman shall be elected from the members appointed by the City and in the second year from the members appointed by the District and thereafter in rotation. A majority of the Board shall form a quorum.
- (b) at the first meeting of the Board in each year, select a Secretary and a Treasurer; the Secretary for the first year of the currency of this Agreement to be the City Administrator of the City or his designatory and the Treasurer to be the Administrator of the District or his designatory and thereafter the offices of Secretary and Treasurer shall rotate between the Administrators or their designatories aforesaid annually.
- (c) set its own procedures, fix the time and place for meetings, which shall be held quarterly or more often, if required, record minutes of all its meetings and submit a copy thereof to the Clerks of the City and the District within one week of any meeting.

5.

The Board shall:

- (a) prior to the 15th day of October in each and every year, submit to the Councils of the City and District separate Provisional Budgets for the utilities operated jointly for the ensuing year, setting forth a detailed account of the monies required and the Councils shall accept or amend the said Budgets on or before the 15th day of November in that year.
- (b) prior to the 15th day of February in each and every year, submit to the Councils of the City and District separate annual budgets for the utilities operated jointly for the current year, setting forth a detailed account of the monies required, and the Councils shall consider, approve or amend the said budgets on or before the 15th day of March in that year.
- (c) not incur any indebtedness or liability under any contract or agreement to make any expenditures other than those provided for in the provisional, annual or revised budgets as approved by the respective Councils. If any emergent expenditure is deemed necessary which is not included in the budgets, authority must be obtained from both Councils.
- (d) make reports to the Councils at such times as they are required, and at such other times as the Board may deem proper.

6.

The Board shall advise and recommend to the Councils of the City and the District the joint use of utilities which may be of benefit to the respective parties to this agreement. Any joint use of utilities shall be ratified by resolution of both the City and the District.

7.

When a joint use of any utility, including sanitary sewer systems, has been approved, the Board shall be administratively responsible for the construction, operation, and maintenance of such utility. The Board shall fix its own terms of reference as to such administration at its first meeting and from time

to time thereafter as may be required PROVIDED NEVERTHELESS that such terms of reference shall be presented to and approved by the respective Councils of the City and District.

8. For the purpose of the administration and maintenance of any approved joint use of a facility, the Board shall within its budget and terms of reference aforesaid, make recommendations to the respective Councils in regard to the engaging and discharging of employees; and execute such contracts and expend such monies as may be necessary.

9. The annual budget for the operation and maintenance, as well as any approved capital expenditure, shall be as agreed to by resolution of both Councils.

10. The annual budget shall be apportioned for the operation (including debt charges), maintenance, and capital expenditures as mutually agreed and ratified by resolution of both Councils on the following basis: The annual budget for each approved joint utility shall be apportioned for the operation (including debt charges), maintenance and capital expenditures as mutually agreed and ratified by resolution of each Council from time to time.

11. This agreement shall be deemed to include utilities, supplied by either the City or the District, to any area within the Regional District where such services have been or may be supplied under the provisions of the Municipal Act. This agreement may be amended from time to time to allow representation from the said areas.

12. Where decisions of both Councils must be obtained, and a different decision is reached by both Councils, a joint meeting of all members of both Councils shall be held, and should there then be equal votes for and against a question, the Chairman of the meeting shall determine the said question.

13. The Mayor of The Corporation of the District of North Cowichan shall act as Chairman of the joint Council meetings during 1977, and the Mayor of the City of Duncan during the year 1978, and the Chairmanship shall thus alternate from year to year thereafter.

14. This agreement shall come into force when ratified by by-laws of the City and the District, and shall continue for a twenty year period, and for further twenty year periods, if both parties are in agreement.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their Corporate Seals by their proper officers duly authorized in that behalf on the day and year first above written.

THE CORPORATE SEAL OF THE)
CORPORATION OF THE CITY OF)
DUNCAN was hereunto affixed)
in the presence of)

_____)
Mayor)

_____)
City Clerk)

THE CORPORATE SEAL OF THE)
CORPORATION OF THE DISTRICT)
OF NORTH COWICHAN was hereunto)
affixed in the presence of)

_____)
Mayor)

_____)
Municipal Clerk)