

SERVICE FEE AGREEMENT

THIS AGREEMENT made this day of , 2020

BETWEEN:

CAPITAL REGIONAL DISTRICT

625 Fisgard Street
PO Box 1000, Victoria
British Columbia, V8W 2S6

(the "**CRD**")

OF THE FIRST PART

AND:

DISTRICT OF OAK BAY

2167 Oak Bay Avenue
Victoria, BC V8R 1G2

(the "**Municipality**")

OF THE SECOND PART

WHEREAS section 4 of Bylaw No. 2312 "Liquid Waste Management Core Area and Western Communities Service Establishment Bylaw No. 1, 1995" of the Capital Regional District which established the service of Liquid Waste Management Core Area and Western Communities Service (the "Service") provides that annual operating costs and annual debt costs for the Service may be recovered by way of revenue received by way of an Agreement;

AND WHEREAS *Additional Powers Regulation*, B.C. Reg. 236/2002 permits a municipality to impose a fee or charge in respect of all or part of a regional water or sewer service of the CRD where the establishing bylaw for the CRD service provides that costs may be recovered by way of an agreement and the Municipality has entered into an agreement with the CRD;

AND WHEREAS the Municipality wishes to be able to impose a fee or charge for the Service in accordance with the Additional Powers Regulation and has asked the CRD to enter into an agreement;

NOW THEREFORE, this agreement witnesses in consideration of the premises and the payment by the Municipality of the service fee as hereinafter defined, the parties hereby covenant and agree with each other as follows:

1.00 DEFINITIONS

1.01 In this Agreement:

- (a) **"Establishing Bylaw"** means the Liquid Waste Management Core Area and Western Communities Service Establishment Bylaw No. 1, 1995;
- (b) **"Service Fee"** means the amount payable by the Municipality to the CRD to represent 100%, from 2021 on, of that amount of the annual operating costs of the Service apportioned to the Municipality in accordance with the Establishing Bylaw and to be paid by the Municipality to the CRD under this Agreement.

2.00 FEES

- 2.01 The Municipality agrees to pay to the CRD the Service Fee.

3.00 DELIVERY OF INVOICE

- 3.01 The CRD shall deliver each year to the Municipality, beginning in 2021, an invoice for the amount of the Service Fee on or before the date established by the *Local Government Act* for the delivery of the municipal requisition to a municipal participant in a regional district service.

4.00 PAYMENT

- 4.01 The Municipality shall pay the Service Fee to the CRD on or before the date established by the *Local Government Act* for payment by a municipality of a requisition.

5.00 TERMINATION

- 5.01 If the Municipality defaults on a payment due to the CRD under this Agreement, then the CRD may, on ten (10) days' notice to the person responsible for corporate administration of the Municipality, terminate this Agreement, and the invoice delivered by the CRD under section 3.01 shall be deemed to have been a municipal requisition delivered pursuant to section 385 of the *Local Government Act*.
- 5.02 This agreement may be terminated in any year upon notification being provided to the CRD by December 31st of the immediately preceding calendar year.

6.00 GENERAL

- 6.01 This Agreement constitutes the entire Agreement between the parties and there are no representations or warranties, express or implied, statutory or otherwise, and no Agreement collateral to this Agreement other than as expressly set forth or referred to in this Agreement.
- 6.02 This Agreement shall not be interpreted as creating an agency, partnership or joint ventureship between the CRD and the Municipality.
- 6.03 Time shall be of the essence of this Agreement.
- 6.04 The headings in this Agreement are inserted for convenience of reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

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

CAPITAL REGIONAL DISTRICT)
by its authorized signatory:)
)
)
)
_____)
Robert Lapham)
Chief Administrative Officer)

DISTRICT OF OAK BAY)
by its authorized signatories:)
)
)
_____)
Mayor)
)
_____)
Chief Administrative Officer)