

11 June 2019

Scott Mason, P.Eng CRD Integrated Water Services 479 Island Hwy Victoria BC V9B 1H7

Dear Scott,

Re: No 4 Watermain Bulk Water Connection Reguest

The District of Central Saanich submits this letter in response to administrative requirements stipulated in the following CRD Commission reports:

1. Regional Water Supply Commission (RWSC): Meeting of February 17, 2016; Agenda Item 13, Report #RWSC 2016-10 under subject heading "Request for Bulk Water Supply Connection from Supply Main No. 4 for District of Central Saanich; and

2. Saanich Peninsula Water Commission (SPWC): Meeting of January 21, 2016; Agenda Item 6, Report #SPWC 2016-01 under subject heading "Request for Water Service Connection to 8277 Central Saanich Road".

Specifically recommended by the RWSC:

"That the Regional Water Supply Commission approve, in principle, a new bulk water supply connection to the Regional Water Supply Main No. 4 at Mt. St. Michael Road for the District of Central Saanich, subject to the following:

- a) Agreement by the District of Central Saanich, to develop, design, construct, own and operate the municipal distribution system extension (including the new service for 8277 Central Saanich Road) beyond the proposed CRD bulk water meter;
- b) Agreement by the applicant to fund the full cost of the bulk water supply connection, CRD meter vault and equipment and municipal service extension; and
- c) Confirmation by the District of Central Saanich that the municipal water service extension in the proposed area complies with all municipal and CRD land use plans and policies relating to extension of municipal water services.

and direct staff to obtain the approvals and agreements noted above and report back to the Commission."

In support of the RWSC recommendations, Central Saanich Staff hereby provide direction received by Council at the Regular Council Meeting of June 20, 2016. Approved Minutes of Resolution 669.16 reads as carried:

That Council:

- 1. Approve the creation of a new bulk water connection point to the CRD trunk system in the vicinity of 8277 Central Saanich Road subject to the receipt of detailed engineering plans to the satisfaction of the District of Central Saanich and the Capital Regional District;
- 2. Approve the extension of watermain to 8277 Central Saanich Road from the proposed new bulk connection with all associated costs for design and construction of the watermain and the bulk connection point to be born by the applicant at their sole cost; and,
- 3. Authorize staff to issue a right-of way permit subject to the applicant engaging a professional engineer to design the proposed connection point and water main system to the satisfaction of CRD and Central Saanich staff including all terms and conditions of the CRD approval and CRD Bulk Water Connection policy.

Council Resolution 669.16 contains clear and specific requirements in direct correlation to recommendation items a, b and c of the RWSC:

Item a)

Central Saanich Municipal Council approved the creation of a bulk water connection and the extension of the municipal water system from the bulk water connection for the specific purpose of providing water to 8277 Central Saanich Road, and subsequently to address future servicing requirements as identified in the Central Saanich Water Master Plan. With the creation of a new bulk water connection at the proposed location, expansion of the municipal water system for that area will be technically feasible and undertaken over time as operational priorities and budgeting allocations allow.

Item b)

As the case for any works undertaken in the public right of way, the Works and Services General Provisions of the Central Saanich Land Use Bylaw 1309 requires financial security in the amount of 1.25x the value of work to be deposit with the District in advance of issuance of a permit to work in the road allowance. Longview Farms, as applicant for the water service connection is aware of the requirement to fully fund the design and construction for the project and has submitted written confirmation of this obligation, including cost recovery of CRD Infrastructure Engineering and Operations cost in support of the project. Assurances of commitment by Longview Farms to assume all financial responsibility and associated obligations will be secured through separate Water Service Agreement between Longview Farms and Central Saanich, attached for reference (currently in Draft pending finalization).

Item c)

The Central Saanich Utility Extension Policy in addition to the OCP document establishes the criteria for utility extension outside of the Urban Containment Boundary.

At the Regular Council Meeting of June 20, 2016, Municipal Council were presented with an application from Longview Farms for a water service extension. Supporting documentation on the application with endorsement from the Peninsula Agricultural Commission (PAC) satisfied criteria under the utility extension policy for approval of a watermain extension for agricultural purposes and subsequently resulted in Council Motion 669.16 providing direction on proceeding.

CRD staff raised additional administrative requirements on the project, as outlined by email correspondence from the CRD to KWL dated 19 August 2016, as follows:

- 4. Service Agreement with Central Saanich that defines the infrastructure ownership demarcation point as well as operational and regulatory requirements; and,
- 5. Waterworks Extension Agreement by the applicant which sets out the terms of and conditions for designing, inspecting, constructing, commissioning, insurance, liabilities, warranties, etc for completing the works.

In regards to Items 4 and 5:

Item 4)

Email correspondence from the CRD to KWL dated Friday, April 27, 2018 contains a point of information defining the intended demarcation point between the jurisdictional systems, specifically:

"An isolation valve on the downstream side of the meter kiosk shall be incorporated into the design to delineate CRD (RWS/SPW)/Central Saanich ownership. The CRD shall own up to and including the isolation valve. "

Central Saanich accepts the defined demarcation point as shown in the design drawings and will assume full responsibility for ownership, maintenance and operation of the system beyond that point.

Item 5)

The KWL Design Brief – Longview Farms Water Service from CRD Main No. 4 dated July 2018 sections 1.3 and 1.4 outlines the project objective and scope of work. As the applicant representative, KWL assumes the roles of project management, Engineer of Record (with associated responsibilities under APEGBC), detailed design, tendering services, inspections and signoff. These aspects in combination with the administrative elements and financial securities outlined in Item b. above, in addition to the Regional Water Supply System Waterworks Extension Agreement, and the Central Saanich-Longview Farms Water Servicing Agreement sufficiently address the delegation of responsibility on the project.

In closing, Central Saanich agree to the undertaking of the bulk water connection and associated municipal water system extension, and commit to the ownership, administration and maintenance of the municipal system in accordance with established regulations and policies.

Yours Truly.

van Sylvestre, AScT

Senior Engineering Technologist

Attm: Draft CS-Longview Farms Water Service Agreement

cc. Brian Barnett, P.Eng, Director of Engineering and Public Works, DCS Ian Jesney, P.Eng, Senior Manager Infrastructure Engineering, CRD

WATER SERVICE AGREEMENT

THIS AGREEMENT is dated for reference the _____ day of _____, 2019

BETWEEN:

THE CORPORATION OF THE DISTRICT OF CENTRAL SAANICH, a municipal corporation under the laws of British Columbia and having offices at 1903 Mount Newton Cross Road, Saanichton, British Columbia, V8M 2A9

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(the "District")
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AND:

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(the "Owner")

GIVEN THAT:

- A. The District is a municipality incorporated under the provisions of the *Local Government Act* and it operates a municipal water system to provide water to properties within the District as part of the Saanich Peninsula Water system operated by the Capital Regional District (the "**CRD**");
- B. The Owner resides within the boundaries of the District and is the registered owner of the Land herein described;
- C. The Owner has requested a municipal water service Connection herein described to the Land that will require an extension of the District's water distribution system and that will require a new bulk water connection to the CRD's Regional Water Supply and Saanich Peninsula Water systems;
- D. To accommodate the Owner's request for a municipal water service connection, the District will enter into an agreement with the Capital Regional District (the "CRD") dated for reference the day of ______, 2019 (the "CRD Agreement") whereby the District at the Owner's sole cost will construct a new bulk meter station (the "Bulk Meter Station") and connection at the intersection of Central Saanich Road and Mount Saint Michael Road, as shown on the map in Schedule A, and after completion the Bulk Meter Station will be owned by the CRD and the connection will be owned by the District;
- E. Under the CRD Agreement, the District will incur certain financial and other obligations and liabilities that it would not otherwise incur but for accommodating the Owner's request for

a municipal water service connection, and accordingly the District is transferring the financial obligations to the Owner;

F. The District and the Owner wish to enter into this Agreement to set out the terms and conditions under which the District will provide the Service to the Owner;

NOW THEREFORE, for good and valuable consideration, this Agreement witnesses that in consideration of the premises and of the mutual covenants and Agreements contained in this Agreement, the Parties agree as follows:

1.0 DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 In this Agreement,
 - (a) **"Bulk Meter Station**" has the meaning described in paragraph D of the preamble of this Agreement;
 - (b) **"Business Day**" means any day except Saturdays, Sundays and British Columbia statutory holidays;
 - (c) "*Community Charter*" means the *Community Charter*, SBC 2003, c. 26, as amended or re-enacted;
 - (d) **"Connection**" has the meaning described in paragraph D of the preamble of this Agreement;
 - (e) "**Costs**" means all costs for the design, installation and construction of the Connection and the Works and the Bulk Meter Station including all administrative and legal costs;
 - (f) "CRD" means the Capital Regional District;
 - (g) "**CRD Agreement**" has the meaning described in paragraph D of the preamble of this Agreement;
 - (h) "Force Majeure" means an act of God, act of Canada's enemies, sabotage, war, blockades, insurrections, riots, epidemics, lighting, earthquakes, floods, storms, fires, washouts, nuclear and radiation activity or fall out, arrests and distraints of rulers and people, civil disturbances, explosion, expropriation, or any act, omission or event whether of the kind enumerated in this definition or otherwise not within the control of a Party, which by the exercise of reasonable due diligence, the Party could not have prevented;
 - (i) "Land" means the lands and premises municipally and legally described as follows:

(j) "Local Government Act" means the Local Government Act, RSBC 2015, c. 1, as amended or re-enacted;

- (k) "**Municipal Engineer**" means the Municipal Engineer of the District appointed as such by the Municipal Council or such other person as may, from time to time, be duly authorized to act in his or her stead by the Municipal Council;
- (1) "**Municipal Master Standards**" means the Master Municipal Construction Document, as amended from time to time, published by the Master Municipal Construction Document Association, subject to amendments made by bylaw or resolution of the District Council from time to time;
- (m) "Owner" means all of the owner of the Land who is the signatory to this Agreement;
- (n) "**Party**" means each of the District or the Owner and their respective successors and permitted assigns, and "**Parties**" means all of them;
- (o) "Reference Date" means the date indicated on the first page of this Agreement, namely, *, 2019;
- (p) "Service" means the supply of water by the District to the Owner under this Agreement;
- (q) "Water System" means the Water System operated by the District; and
- (r) "Works" means all pipes, valves, pumps, fittings, and other infrastructure comprising the Bulk Water Station and Connection as the case may be.

Interpretation

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- 1.2 For the purposes of this Agreement, except as otherwise expressly provided or as the context otherwise requires:
 - (a) "Agreement" means this Agreement, including any schedule, and includes any amendments made to this Agreement by the Parties;
 - (b) reference in this Agreement to a part, section or schedule is a reference to the corresponding part, section or schedule of this Agreement unless otherwise indicated;
 - (c) the word "including", means including but not limited to;
 - (d) all references to currency mean Canadian currency;
 - (e) words in the singular include the plural and words importing a corporate entity include individuals and vice-versa;

- (f) reference in this Agreement to an enactment is a reference to an enactment as defined in the *Interpretation Act* (British Columbia), and includes a reference to an enactment of Canada, British Columbia, the District or the Owner, as applicable; and
- (g) reference in this Agreement to an enactment is a reference to that enactment as amended, revised, consolidated or replaced.

Governing Law

1.3 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada.

Headings

1.4 The headings given to parts and sections in this Agreement are for convenience of reference only and do not form part of this Agreement and must not be used in the interpretation of this Agreement.

Severance

1.5 If any clause or portion of this Agreement is declared or held invalid for any reason, the invalidity does not affect the validity of the remainder of that clause or this Agreement, and the terms and provisions of this Agreement continue to be in force and in effect and are to be construed as if the Agreement had been executed without the invalid portion.

Schedules

1.6 The following Schedules are attached and form part of this Agreement:

Schedule "A" – Plan of the Bulk Meter Station, Connection, and ancillary works

2.0 PROVISION OF WATER SERVICE AND OWNER'S COVENANTS

- 2.1 Subject to the terms and conditions of this Agreement, the District agrees to allow the Connection substantially in accordance with the plans attached as Schedule B.
- 2.2 The Works shall be installed by the Owner at its own expense within 180 days of the Reference Date.
- 2.3 In consideration for the District allowing the Owner the Connection to the Water System, the Owner agrees to:
 - (a) arrange for and pay the actual Costs of the Works required to provide the Service to the Land, as determined solely by the District in its absolute discretion, and as required under the District's bylaws; and
 - (b) abide by all of the Owner's obligations under this Agreement.

2.4 The Owner represents and covenants that it shall support the District in its obligations under the CRD Agreement and shall take all steps reasonably requested by the District to assist with the performance of its obligations under the CRD Agreement, including but not limited to providing any documentation, permitting any inspections or responding to any requests or inquiries by the CRD.

3 SECURITY

- 3.1 As security for the due and proper performance of this Agreement, the Owner has deposited with the District:
 - (a) Cash, bank draft or a certified cheque in the amount of \$XXXXX (hereinafter called the "Security").
 - (b) An irrevocable Letter of Credit in the amount of \$XXXXX, copy of which is attached hereto (hereinafter called the "Security") to be valid for a period of twelve (12) months from the effective date of this Agreement.
- 3.2 The District may draw upon the Security at any time when the Owner is in default under this Agreement and may hold or use the proceeds of the Security in accordance with this Agreement.
- 3.3 If the Development is completed on or before the date referenced in paragraph XXX, the District shall return the Security to the Owner, with the exception of the Maintenance Security which shall be held and use in accordance with paragraph 5 below.
- 3.4 If the Development is not completed on or before the date referenced in paragraph XXX, the District may undertake and complete the Works, at the cost of the Owner. For that purpose:
 - (a) the District may draw down upon the Security the full amount of such Security and should there be insufficient monies contained in the Security the Owner shall pay the balance of such insufficiency forthwith upon invoice therefor;
 - (b) the cost of the Works which is payable by the Owner shall include the actual cost of construction plus the costs of engineering (including the cost of final as-built drawings), supervision, legal, contract administration, tendering, survey, other professional services and all other costs reasonably required for completion of the Works;
 - (c) should the completion of the Works cost less than the amount of the Security, then the unused Security or such part thereof shall be returned by the District to the Owner, with the exception of the Maintenance Security which shall be held and used in accordance with paragraph 5 below;
 - (d) the District may complete the Works either by itself or by contractors employed

by it; and

- (e) the District shall be under no obligation to complete the Works and may complete the Works in whole or in part, at the District's discretion.
- 3.5 If the District incurs any costs in correcting any breach of the Owner's obligations under this Agreement (in addition to non-completion of the Works) and those costs remain unpaid by the Owner thirty (30) days after being invoiced by the District, the District is authorized to deduct the amount of such invoice from the Security.
- 3.6 The Owner authorizes the District, its agents and contractors, to enter upon the Land at any time as may be necessary or convenient for the carrying out of this Agreement, including without limitation for the purpose of inspecting or undertaking the Works.

4 <u>DEVELOPMENT STANDARDS AND REQUIREMENTS</u>

- 4.1 The Works shall be provided and constructed by the Owner in a workmanlike manner in compliance with the provisions of all District bylaws and in accordance with the standards and requirements set out in the Land Use Bylaw and completed to the satisfaction of the Municipal Engineer.
- 4.2 Should such Works prove to be in any way defective, or not operative, then the Owner shall, at the expense of the Owner, modify and reconstruct the Works so that it shall be fully operative and function to the satisfaction of the Municipal Engineer.
- 4.3 In the event that any material or debris should be left upon any road after the construction of the Works, the Owner agrees that the District may forthwith remove such material or debris at the expense of the Owner, the cost of such removal to be determined by the Municipal Engineer. In the event that any invoice of the District, for the removal of such material or debris, shall remain unpaid after thirty (30) days of receipt of the same by the Owner, the District is authorized to deduct the amount of such invoice from the Security.
- 4.4 Once the Works is fully operative and functions to the satisfaction of the Municipal Engineer, the Connection shall transfer to and become the property of the District, free and clear of any claim by the Owner or any person claiming through the Owner, and the Owner shall save harmless the District from any such claims and agrees that such claims may, at the option of the District, be paid by and from the Security.

5 MAINTENANCE OF DEVELOPMENT

- 5.1 The Owner shall:
 - (a) maintain the Works in complete repair for a period of one (1) year from completion thereof as certified by the Municipal Engineer;
 - (b) remedy any defects appearing within a period of one (1) year from the date of such completion of the Works and pay for any damage to other work or property resulting

therefrom, save and except for defects caused by reasonable wear and tear, negligence of the District, its servants or agents, or acts of God or vandalism, proven to have been committed after the date of completion; and

- (c) leave the Maintenance Security with the District for a period of one (1) year from completion of the Works as certified by the Municipal Engineer.
- 5.2 Should the Owner fail to comply with paragraph XX, the District may deduct the cost of maintaining the Works, remedying any defect(s) or paying for any damage from the Maintenance Security and the provisions of paragraph 3.4 above shall be applicable to the District's use of the Maintenance Security.
- 5.3 Upon expiry of the one (1) year maintenance period, if the Owner is in full compliance with this Agreement, the District will return any unused Maintenance Security held by the District under this section.

6.0 CONDITIONS PRECEDENT

- 6.1 The obligation of the District to allow the Connection is subject to the following conditions precedent, all of which shall be satisfied or waived on or before *, 2019, or such other date agreed in writing by the parties:
 - (a) the municipal council of the District, in its sole discretion, will have adopted all resolutions and bylaws necessary to carry out the terms of this Agreement;
 - (b) the Owner shall have performed all of its obligations under Section 2.3;
 - (c) the District and the CRD shall have entered into an unconditional CRD Agreement; and
 - (d) the District shall have otherwise complied with all of its statutory obligations in connection with this Agreement.

The parties agree that these conditions precedent are for the benefit of the District and may only be declared waived or satisfied by written notice given by the District to the Owner.

7.0 **REPRESENTATIONS AND WARRANTIES**

- 7.1 Each Party represents and warrants to the other as follows:
 - (a) it has the power and capacity to enter into this Agreement;
 - (b) this Agreement is valid and binding on it in accordance with its terms; and
 - (c) the performance of its obligations under this Agreement does not breach the terms of any other agreement or obligation to which it is a party.

8.0 OBLIGATIONS FOR CONNECTION TO THE SERVICE

- 8.1 The Owner agrees that the installation, construction, maintenance, repair and replacement, if necessary, of the Connection shall be at the sole expense of the Owner and the Owner shall be fully responsible for the lawful, proper and safe functioning of such Connection.
- 8.2 The Parties acknowledge and agree that the location of the Connection existing on the Reference Date, as set out in Schedule B, is acceptable to both Parties. The Owner agrees that it shall not relocate the existing Connection without first consulting with the District and if it requires relocation the Owner shall be responsible for all risk and costs associated with such relocation.

9.0 INDEMNITY

- 9.1 The Owner releases, indemnifies and saves harmless the District from and against all claims, demands, actions, suits, loss, damage, costs (including legal costs), fines, penalties, charges and expenses (in this Part, collectively "**Claims**") which the District may incur, suffer or be put to arising out of or in connection with this Agreement or the CRD Agreement or arising from a breach by the Owner of any of its agreements, representations, warranties or covenants set forth in this Agreement;
- 9.2 The indemnity in Section 6.1 survives the expiration or termination of this Agreement.

10.0 DISPUTE RESOLUTION

- 10.1 If the Parties are unable to agree on the interpretation or application of any provision in the Agreement, if there is a default of payment, or if the Parties are unable to resolve any other issue relating to this Agreement, the Parties agree to the following process in the order it is set out:
 - (a) the Party initiating the process shall send written notice to the other Party;
 - (b) the Parties shall promptly, diligently and in good faith take all reasonable measures to negotiate an acceptable resolution to the disagreement or dispute;
 - (c) if the Parties are unable to negotiate a resolution under paragraph (b) within 30 Business Days, the parties may, by agreement, appoint a mutually acceptable person to mediate the matter, and the parties must act reasonably and in good faith and cooperate with the mediator and with each other in an attempt to resolve the matter within 30 Business Days after the mediator is appointed. The costs of the mediator and any costs of facilities shall be shared equally by the parties; and
 - (d) if the Parties do not implement mediation under paragraph (c) or are unable to resolve the dispute if mediation under paragraph (c) is implemented, either Party may give notice to the other Party that the matter shall be decided by binding arbitration.

- 10.2 Where notice is given under this section, a single arbitrator shall be appointed by agreement within 60 Business Days of the notice, and if the Parties are unable to agree within that time, the arbitrator shall be appointed by the British Columbia International Commercial Arbitration Centre. The arbitration shall follow the rules of the *Arbitration Act*, RSBC 1996 c. 55 unless the Parties agree otherwise, and the decision of the arbitrator is final, binding and conclusive.
- 10.3 Unless otherwise agreed by the Parties or ordered by an arbitrator, each Party shall pay its own legal and other costs and shall share equally the costs for an arbitrator and any required facilities.

11.0 GENERAL PROVISIONS

- 11.1 This Agreement may not be modified or amended except by written agreement duly authorized by the Parties.
- 11.2 If any laws of Canada or British Columbia are promulgated, amended or repealed, such that substantial portions of the Agreement are no longer effective or incapable of being performed in the opinion of the District, acting reasonably, the Parties agree to use their reasonable best efforts to negotiate such amendments to this Agreement as are necessary to give effect to the intention of the Parties under this Agreement.
- 11.3 Any notice or other communication under this Agreement shall be in writing and shall be given by the delivery or rendering thereof to its addressee by hand, by prepaid first class mail, to the contact information below:
 - (a) If to the District:

1903 Mount Newton Cross Road Saanichton, British Columbia, V8M 2A9 Attention: Municipal Engineer; and

(b) If to the Owner:

To the address indicated at the commencement of this Agreement.

11.4 A notice or other communication so given shall be deemed to have been received at the time of its delivery if delivered by hand, three Business Days after the date of mailing if mailed. Each Party shall notify the other Party of any change of contact information.

Entire Agreement

11.5 This Agreement is the entire agreement between the parties respecting its subject matter and there are no undertakings, representations or promises, express or implied, other than those expressly set out in this Agreement.

Agreement for Water Service

11.6 This Agreement is an agreement for the provision of the Service, and nothing in this Agreement is intended to be or shall be interpreted as creating a partnership, agency or joint venture relationship of any kind between the Parties, or as imposing on either Party a partnership duty, liability or obligation of any kind in relation to the other Party.

Enurement

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

Further Assurances

11.8 Each Party shall perform any act and execute and deliver any document reasonably required by any other Party to carry out the terms of this Agreement in accordance with its true intent and meaning.

Statutory Obligations and Powers Preserved

11.9 The obligations of the Parties under this Agreement are always subject to the *Community Charter*, *Local Government Act*, and other applicable enactments and the Parties shall abide by all applicable enactments in carrying out the terms of this Agreement. Except as specifically provided, nothing contained or implied in this Agreement will impair or affect the Parties' rights and powers in the exercise of their functions pursuant to the *Community Charter*, the *Local Government Act* or any other enactment.

No Assignment

11.10 Neither this Agreement nor any part of it may be assigned by either Party without the written consent of the other Party.

Consents and Waivers

- 11.11 No consent or waiver, express or implied, by either Party of any breach or default by the other under this Agreement shall:
 - (a) be valid unless it is in writing and stated to be a consent or waiver pursuant to this section;
 - (b) be relied on as a consent to or waiver of any other breach or default of the same or any other nature;
 - (c) constitute a general waiver under this Agreement; or
 - (d) eliminate or modify the need for a specific consent or waiver under this section in any other or subsequent instance.

Time of the Essence

11.12 Time is of the essence in the performance of each obligation under this Agreement.

Survival on Termination

11.13 The provisions of this Agreement necessary to give full effect thereto shall survive the termination of this Agreement and, despite termination of this Agreement, no Party shall by reason of such termination be relieved of any obligation or liability toward the other Party accrued prior to termination.

Further Agreements

11.14 Subject to any approval of the municipal Council of the District required by statute, each of the Parties shall cooperate fully and take all reasonable steps to negotiate, finalize and execute all agreements, instruments and other documents contemplated by or related to this Agreement.

Counterparts

11.15 This Agreement may be signed in counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute one and the same instrument. A counterpart may be delivered by fax or any other form of electronic transmission.

Force Majeure

11.16 No Party shall be liable for its failure to perform any of its obligations under this Agreement due to Force Majeure.

END OF PAGE

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date written below.

EXECUTED THIS _____ DAY OF _____, 2019 BY THE DISTRICT OF CENTRAL SAANICH, by its authorized signatories:

Per: ______Mayor

Per:

Chief Administrative Officer

EXCECUTED THIS _____ DAY OF _____, 2019 BY:

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Witness Name (lawyer/notary):

Name:

Name:

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SCHEDULE A MAP SHOWING LOCATION OF BULK METER STATION

SCHEDULE B PLANS FOR CONNECTION