

DISTRICT OF SEHELDT

BYLAW NO. 407, 2002

**A Bylaw to Authorize Entry into a
Temporary Sewage Collection Agreement**

WHEREAS a private sewage disposal system serving a house on Lot 15, Block D, D.L. 4296, Plan 15063 (the "Lands"), being located at 6283 Norwest Bay Road has malfunctioned and rendered unusable; and

WHEREAS the Municipality operates a nearby public sanitary sewer system which does not otherwise serve the Lands; and

WHEREAS the situation created by the lack of proper sewer facilities for the occupied Lands is deemed to have created an emergency situation; and

NOW THEREFORE Council of the District of Seheltd in open meeting assembled enacts as follows:

1. **CITATION:**

This Bylaw may be cited for all purposes as "Temporary Sewer Connection Bylaw No. 407" 2002.

2. **AUTHORIZATION:**

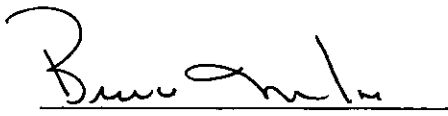
- (1) The Mayor and Clerk are hereby authorized to sign the agreement labelled "Schedule "A" and attached to and forming part of this bylaw.

READ A FIRST TIME THIS 2nd DAY OF October, 2002

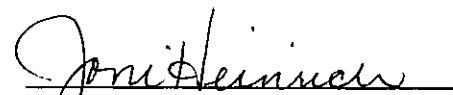
READ A SECOND TIME THIS 2nd DAY OF October, 2002.

READ A THIRD TIME THIS 2nd DAY OF October, 2002

RECONSIDERED AND FINALLY ADOPTED THIS 16th DAY OF OCTOBER, 2002.



Mayor



Municipal Clerk

SCHEDULE A TO BYLAW NO. 407, 2002

THIS AGREEMENT DATED FOR REFERENCE THE 4TH DAY OF JULY, 2002.

AGREEMENT FOR TEMPORARY SEWER CONNECTION

BETWEEN Donald Michael Davis and Teresa Lynn Davis (Joint Tenants) (the "Homeowner") of Lot 15, Block D, District Lot 4296, Plan 15063, (PID 007-691-424), 6283 Norwest Bay Road, Sechelt, BC, V0N 3A7 (the "Lands")

AND the District of Sechelt, a District municipality under the provisions of the Local Government Act of the Province of British Columbia having offices at 5797 Cowrie Street, Sechelt, BC (the "Municipality")

WHEREAS a private sewage disposal system serving a house on the Lands has malfunctioned and is unusable, and

WHEREAS the Municipality operates a nearby public sanitary sewer system which does not otherwise serve the Lands; and

WHEREAS the situation created by the lack of proper sewer facilities for the occupied Lands is deemed to have created an emergency situation;

NOW THEREFORE the parties agree as follows:

- 1) The municipality agrees to provide temporary sewer service to the Lands to allow connection to the nearby public sanitary sewer system.
- 2) This connection shall be for a temporary period until such time as it is possible to connect the Lands to a permanent public sewer system.
- 3) The municipality will allow only wastewater to enter the public sewer system and all bio-solids must be added to the septic tank. No connection to the perimeter drains is permitted.
- 4) The Homeowner agrees to pay to the municipality the costs for temporary piping, materials and labour for installation of the temporary sewer service from the main sanitary sewer system to the Lands. The cost of the temporary piping and labour shall not exceed \$1,500 (One Thousand Five Hundred Dollars).
- 5) The Homeowner shall engage a contractor to connect the sewage discharge pipe at the public sewer main to the septic tank on the Lands, and shall pay all costs for materials and labour.
- 6) The Homeowner agrees to permit employees and agents of the Municipality to enter the Lands and to re-enter at any time to inspect the temporary piping.

- 7) The Homeowner shall continue to use and maintain the septic tank in good working order, until such time as a permanent sewer service is available.
- 8) The Homeowner agrees to notify a purchaser or potential purchaser of the Lands of the existence of this agreement and to obtain from a purchaser an agreement to be bound by the terms of this agreement as if the purchaser was the Homeowner referred to herein and the purchaser shall be the assignee of the benefit of this agreement.
- 9) The Homeowner agrees to indemnify and save harmless the Municipality and its officers, employees, servants, agents, successors, and assigns from and against all claims whatsoever including all damages, liabilities, expenses, costs, including legal or other fees incurred in respect of any such claim, or any cause or proceeding brought thereon arising directly or indirectly by reason of or related to the homeowner having entered into this agreement.
- 10) The Homeowner hereby waives, releases and forever discharges the Municipality from and against all manner of actions, causes of actions suits and demands whatsoever, at law or at equity, which the Homeowner may at any time have by reason of the Homeowner having entered into this agreement or by reason of damages caused to the Lands as a result of or in connection with the installation of the temporary piping or by reason of eventual intermittent disconnection or removal of the temporary piping.
- 11) The Homeowner acknowledges that notice has been received of the Municipality's intention to register on title in the Land Titles Office a cautionary notice, under Section 700 of the Local Government Act regarding concern as to the poor safety resulting from the lack of a proper permanent sewage disposal system, and the Homeowner hereby agrees to the registration of the notice.
- 12) The Homeowner acknowledges that nothing in this agreement implies or guarantees either the construction or any schedule for the construction of a municipal sewer system to serve the Lands.
- 13) Nothing in this agreement is intended to limit in any way the Municipality from exercising all of its statutory and bylaw making or enforcement powers, without fetter, and without limiting the generality of the foregoing, the Municipality may require at the Homeowners expense that the Homeowner connect to a public sewer trunk line or collection line with a permanent private sewer line to bylaw standards at such time as the Municipality deems such a permanent connection to be feasible.
- 14) Without limiting the generality of the foregoing, the permission for a temporary sewer connection shall expire at the earliest of the following:
 - (a) such time as the Homeowner has installed a permanent sewage disposal system to the approval of the Ministry of Health or
 - (b) upon the expiry of 90 days following the availability for hookup of a public sewer collection line within a distance of the property deemed reasonable by the Municipality or

- (c) within 90 days of the availability of an alternative permanent sewage disposal scheme acceptable to the Municipality and the Ministry of Health.

15) Wherever the singular or masculine are used in this agreement, the same shall be deemed to include the plural, the feminine, the body politic or corporate as required by the context; all reference to each party hereto shall include the heirs, executors, administrators, successors, assigns, officers, employees or agents of that party; this agreement shall be binding on the parties hereto and upon their respective successors and assigns; and if any sections, subsection, sentence, clause, or phrase of this agreement is for any reason held to be invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date for references first written above.

BY THE HOMEOWNER:

DONALD MICHAEL DAVIS)
)
6283 Norwest Bay Road)

 (Signature)

TERESA LYNN DAVIS)
)
6283 Norwest Bay Road)

 (Signature)

_____))
 print name of witness)
)
)
 _____)
 print address of witness)

 Signature of Witness

BY THE MUNICIPALITY:

BRUCE MILNE)
 Mayor)
)
)

 signature

JONI HEINRICH)
 Municipal Clerk)

 signature

William Brown)
 Commissioner for Taking Affidavits)
 For British Columbia)
 P.O. Box 129, Sechelt, BC V0N 3A0)

 Signature of Witness