

REGIONAL DISTRICT OF CENTRAL OKANAGAN

BYLAW NO. 532

A bylaw to authorize the Regional District of Central Okanagan to enter into an agreement.

WHEREAS Section 286.1 of the Municipal Act provides the Regional District, with the Approval of the Inspector, the authority to enter into an agreement with the Council of an Indian Band to provide services to lands within a reserve;

AND WHEREAS the Regional District of Central Okanagan wishes to provide services to the Tsinstikeptum Indian Reserves No. 9 and No. 10.

NOW THEREFORE THE Regional Board of the Regional District of Central Okanagan in open meeting assembled enacts as follows:

1. That the Regional Board of the Regional District of Central Okanagan provide sewer services to the Tsinstikeptum Indian Reserves No. 9 and No. 10, as included in the attached Agreement marked "Appendix A".
2. That the Chairperson and Secretary Treasurer are hereby authorized to sign the aforesaid Agreement representing the Regional District of Central Okanagan.
3. That this bylaw be cited as the "Regional District of Central Okanagan Tsinstikeptum Indian Reserves Sewer Services Agreement Authorization Bylaw No. 532 , 1992".

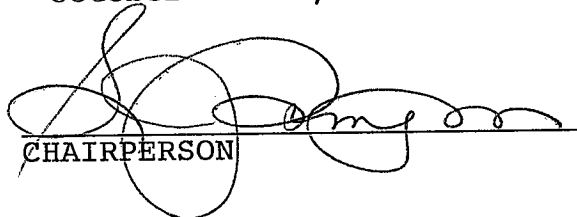
READ A FIRST TIME THIS 5th DAY OF October 1992.

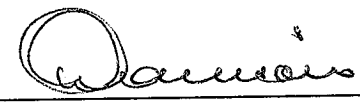
READ A SECOND TIME THIS 5th DAY OF October 1992.

READ A THIRD TIME THIS 5th DAY OF October 1992.

Approved by the Inspector of Municipalities pursuant to Section 286.1 of the Municipal Act this 9th day of October 1992.

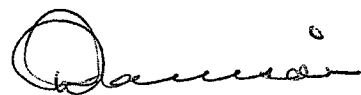
RECONSIDERED, FINALLY PASSED AND ADOPTED THIS 19th DAY OF October , 1992.


CHAIRPERSON


SECRETARY


I hereby certify the foregoing to be a true and correct copy of Bylaw No. 532 cited as "Regional District of Central Okanagan Tsinstikeptum Indian Reserves Sewer Services Agreement Authorization Bylaw No. 532 , 1992" as read a third time by the Regional Board on the 5th day of October , 1992.

Dated at Kelowna, B.C. this 6th day of October , 1992.


Secretary

I hereby certify the foregoing to be a true and correct copy of Bylaw No. 532 cited as "Regional District of Central Okanagan Tsinstikeptum Indian Reserves Sewer Services Agreement Authorization Bylaw No. 532 , 1992" as adopted by the Regional Board on the 19th day of October , 1992.

Dated at Kelowna, B.C. this
20th day of October, 1992.


Secretary

INDIAN.BLW

Province of British Columbia



No.

Statutory Approval

Under the provisions of section 286.1

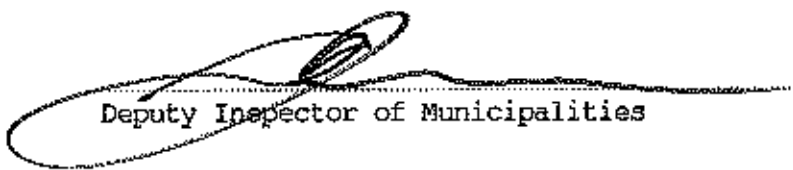
of the Municipal Act

I hereby approve Bylaw No. 532

of the Regional District
of Central Okanagan, *a copy*

of which is attached hereto.

Dated this 9th *day*
of October, *1992*


Deputy Inspector of Municipalities

SEWER SERVICES AGREEMENT

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This is Appendix "A" attached to and forming part of Bylaw No. 532 RDCO Tsinstikeptum Indian Reserves Sewer Services Agreement Authorization Bylaw No. 532, 1992.

APPENDIX "A"

THIS SEWER SERVICES AGREEMENT dated for reference
September 25, 1992 and made

BETWEEN:

WESTBANK INDIAN BAND
Westbank Band administration office
515 Highway 97 South
Kelowna, British Columbia
V1Z 3J2

(hereinafter called the "Band")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF
CANADA as represented by the
Minister of Indian Affairs and
Northern Development

(hereinafter called the "Minister")

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF CENTRAL OKANAGAN
540 Groves Avenue
Kelowna, British Columbia
V1Y 4Y7

(hereinafter called the "District")

OF THE SECOND PART

WHEREAS:

A. Tsinstikeptum Indian Reserves No. 9 and No. 10 of the
Band in the Province of British Columbia (the "Reserves") are
Reserves vested in Her Majesty the Queen in Right of Canada for the
use and benefit of the Westbank Indian Band;

B. The District operates a trunk sewer and treatment system
and sewage disposal facility within its boundaries in Westbank (the
"District Trunk");

C. At the request of the Band the District has agreed to accept the sewage effluent from sewage collection systems existing or to be constructed within the Reserves and to dispose of the same under the terms and conditions herein set forth;

D. No connection shall be made to the District Trunk until an agreement has been signed by the District, the Minister and the Council of the Band and/or such other parties as may be required to make the same binding in law, setting out the conditions of connection and the use of the District Trunk and Treatment Facilities;

E. Council of the Band (the "Band Council"), pursuant to a Band Council resolution passed at a duly convened meeting of the Council held September 25, 1992, a certificate of which is attached hereto as Schedule "C", has approved and consented to the terms and conditions hereinafter set out.

F. The Chief and Council represent the Band.

NOW THEREFORE, IN CONSIDERATION of the covenants and agreements contained herein and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Band, the Minister and the District hereby covenant and agree each with the other as follows:

1 Definitions

1.1 In this Agreement

- (a) "Commencement Date" shall mean the date on which the Reserve System is first connected to the District Trunk;
- (b) "District Trunk" shall mean the sewer system and treatment plant operated or which may in the future be operated by the District within its boundaries

and to which the Reserve System may be connected, which includes those sewer and collector mains installed on statutory rights-of-way and Rights-of-Ways within the boundaries of the Reserves;

- (c) "Minister" shall include his duly authorized representatives;
- (d) "Premises" includes all residential, retail, commercial or industrial buildings or facilities, mobile home pads, mobile homes and campsites plus any other building or facility from which waste water may be discharged into the District Trunk or the Reserve System;
- (d) "Reserve System" shall mean the sewage collection system within the boundaries of the Reserves that are not installed on statutory rights-of-way or Rights-of-Ways which, including all pump stations, pipe and house connections, has been constructed and installed or which may in the future be constructed and installed in accordance with the terms and conditions contained herein on the Reserves;
- (e) "Reserves" means Tsinstikeptum Indian Reserve No. 9 and Tsinstikeptum Indian Reserve No. 10 of the Band;
- (f) "Year" shall mean any twelve (12) month period during this Agreement commencing on the Commencement Date or an anniversary of the Commencement Date and ending on the day immediately preceding the next anniversary of the Commencement Date.

2 Connection to District Trunk

2.1 The District shall permit the Reserve System to be connected and remain connected to and to be discharged into the District Trunk under the terms and conditions contained herein.

2.2 Subject to Clause 3.1 herein, on the execution of this Agreement, the District shall connect the Reserve System presently being the sewer service for the day-care facility located on Indian Reserve No. 9 to the District Trunk at the location approved by the District at the cost of the Band, and the Band shall pay such cost forthwith upon invoice and prior to connection.

3 Future Additions to Reserve System

3.1 Future connections to the District Trunk and future additions to the Reserve System may be made subject to this Agreement.

3.2 Applications made by the Band for additions to the Reserve System or future connections to the District Trunk shall be processed by the District according to the same criteria, regulations, policies and procedures that would apply to such applications from time to time as if they were being made for a connection to the District Trunk within the District.

3.3 The Band shall not, under the bylaw required to be enacted under Clause 10.2 or otherwise, permit or consent to any additional connections to the District Trunk or any additions to the Reserve system without first obtaining the written approval of the District to such additional connection, which approval shall only be

withheld as is the normal custom of the District due to either:

- a. the inadequacy of the design or construction of the additions to the Reserve System, or
- b. lack of capacity in the District Trunk to handle the effluent anticipated to be discharged from such new connections.

3.4 Future connections will be considered only if there is capacity in the District Trunk to handle the effluent anticipated to be discharged from such new connections, using the same criteria as with other connections in the District.

3.5 Prior to any connection of additions to the Reserve System, the Minister or the Band shall provide the District with as-built drawings of the Reserve System showing the location of the facilities and a certificate from the consulting engineers who designed and supervised installation of that part of the Reserve System verifying that the portion of the Reserve System as at the day of inspection conforms to the District's design specifications and that all deficiencies have been corrected.

3.6 No connection shall be made to the Reserve System until the Band has first applied to the District, paid to the District the fees and charges set out in Articles 5 and 6 and the proposed connection is inspected by the District and certified by the District to be in compliance with Clause 9.1 herein.

4 Contribution for Use of District Trunk

- 4.1 The Band shall pay to the District for the use, maintenance and operation of the District Trunk quarterly, on the last day of March, June, September and December in each year, so long as any portion of the Reserve System is connected to the District Trunk, an amount equal to the total quarterly user rates that would be payable for all of the Premises that discharge into the Reserve System, as if those Premises were located in the District and subject to the provisions of Regional District of Central Okanagan Westbank Sewer System Rates Bylaw No. 399, 1989 or as amended and replaced and as set out for 1990 in Schedule "A" attached hereto.
- 4.2 Commencing in 1993, the Band shall pay to the District annually, in the manner set out in Clause 4.4, an amount equal to the total frontage charges or parcel tax which would be paid for all taxable parcels and premises identified by folio number on the Band's Taxation Roll, whether or not those parcels and premises are connected to the Reserve System plus any parcels and premises not on the Band's Taxation Roll which are connected to the Reserve System, as if those parcels and premises were located in the District, such amount to be calculated on the basis of the applicable bylaw of the District, in force from year to year.
- 4.3 On or before August 1st of each year, the Band shall submit to the District a statement of the total number of taxable parcels and premises identified by folio number on the Band's Taxation Roll, whether or not those parcels and premises are connected to the Reserve System, plus any parcels and premises not on the Band's Taxation Roll which are connected to the Reserve System.

- 4.4 The annual payment referred to in Clause 4.2 shall be payable in two instalments with the first instalment being equivalent to fifty (50%) percent of the annual amount payable and the second instalment being equivalent to the balance of the annual amount payable. The first instalment will be due and payable on August 1st in each year and the second instalment will be due and payable on November 1st in each year.

5 Development Capital Cost Charge and Late Comer Charge

- 5.1 The Band shall pay to the District:

- a. for each parcel connected to the Reserve System, an amount equal to the Development Capital Cost Charge and Late Comer Charges as amended from time to time, that would be payable in relation to that parcel, if the parcel was located within the Electoral Area of the Regional District and not in the Reserves, which amount shall be paid prior to connection.
- b. An amount equal to the connection fee that would be payable at the time of connection for each connection made to the Reserve System if those connections were made in the District, which amount shall be paid prior to connection. The connection fee payable for each connection made in the District at the time of execution hereof is ONE HUNDRED (\$100.00) DOLLARS.

6 Existing Premises

- 6.1 For the purposes of determining to which Premises the Development Capital Cost Charge referred to in paragraph 5.1.a will apply, the Band shall, upon entering into this Agreement, provide the District with an inventory of all

existing Premises within the Reserves as of the date of execution of this Agreement.

- 6.2 The Band shall pay to the District, the required Development Capital Cost Charge for all Premises installed within the Reserves after the date of execution of this agreement prior to connection of those Premises to the District Trunk or the Reserve System.

7 Payment by Minister of Amounts Owed by Band

- 7.1 In the event that the Band fails or neglects to pay the monies payable by it to the District under Articles 4, 5 and 6 of this Agreement, the District may demand payment of such monies from the Minister and the Band hereby agrees and so directs the Minister that the Minister pay the amounts as provided in Clause 7.2 of the Agreement and the Band Council has, by resolution passed at a duly convened meeting of the Council held September 25, 1992, a certificate of which is attached to this Agreement as Schedule "C", so directed the Minister.

- 7.2 Subject to Clause 7.3, upon a demand for payment being made by the District as provided in Clause 7.1, the Minister agrees to follow the direction of the Band as set out in Schedule "C", by paying the monies then owing by the Band to the District from the amounts that would otherwise be provided by the Minister to the Band in any calendar year.

- 7.3 The Minister shall not make any payment pursuant to Clause 7.2 of the Agreement and the District shall not request payment from the Minister in respect of any payment required pursuant to this agreement if:

- a. the Band has notified the District, pursuant to this Agreement, that it disagrees with the amount of the payment claimed by the District,
- b. pursuant to this Agreement, the Band has invoked the dispute resolution process set out in Article 15 to resolve the disagreement,
- c. a resolution of the disagreement is pending, and
- d. any amounts not in dispute have been paid.

7.4 In the event that the District demands a payment from the Minister as provided in Clause 7.1, such demand shall be made in writing and the District shall give the Band notice of such demand in the form of a copy of the demand, such notice to be given in the manner set out in Article 22 and to be given forthwith upon the demand being made.

7.5 In the event that the District demands a payment from the Minister as provided in Clause 7.1 and the Band pays the outstanding monies to the District subsequent to the demand being made, the District shall notify the Minister forthwith and the Minister shall not make any payment in respect of such demand.

7.6 Should the Band fail to pay all or any of the monies owing by the Band to the District under Articles 4, 5 and 6 of the Agreement on the date that the same are due and payable, in addition to the remedies set out in Clauses 7.1 and 7.2, the District may recover the same by action in a Court of competent jurisdiction.

8 Records

- 8.1 The District will, upon the Band's or the Minister's written request, make available to the Band or Minister for inspection and copy, records and financial data of the District which would allow the Band or the Minister to confirm by independent audit that all contributions made hereunder were duly expended for the purposes mentioned in this Agreement.

9 Conditions of Use

- 9.1 It is a condition of the connection referred to in Clause 2.1 herein and the continued use of the District Trunk that the Reserve System and all connections to it shall be constructed, repaired, operated and maintained in accordance with standards equivalent to the usual engineering standards of the District, as adopted and amended by the District from time to time, the British Columbia Plumbing Code and all applicable Federal, Provincial and Regional District Regulations.
- 9.2 The District shall not be responsible for the construction, repair, operation or maintenance of the Reserve System or its use or any costs associated therewith.
- 9.3 The Band shall install and maintain on every pump or lift station on the Reserve System monitoring and control devices as specified by the District as if the system were located in an Electoral Area other than on the Reserves to permit the District to monitor and control the flow of effluent from the Reserve System into the District Trunk.

9.4 It is a condition of the connection referred to in Clause 2.1 and the continued use of the District Trunk, that the Band shall exempt the District from taxation in respect of the District's use and occupation of any rights-of-way granted to the District by way of permits issued under Section 28(2) of the Indian Act regardless of whether or not such rights-of-way are used solely for the purposes of conveying sewage from Premises within the Reserves to the District's treatment plant.

10 Bylaws Governing Waste Discharge and Plumbing Standards

10.1 The Band shall enact and use its best efforts to enforce a bylaw which shall govern what wastes and quantity of wastes may or may not be discharged into the Reserve System and shall amend such bylaw as required from time to time such that the discharge of wastes into the Reserve System and the District Trunk shall at all times be governed by regulations with standards, at a minimum, equivalent to the those imposed by the regulations that would apply to such discharge of waste if it were discharged into the District Trunk from within the District.

10.2 The Band shall enact and use its best efforts to enforce a bylaw which shall prohibit additions or connections to the Reserve System or the District Trunk without the prior written consent of the Band, and require that the works that make up the Reserve System, the plumbing in every Premises to be connected to the Reserve System and any connection of such Premises to the Reserve System be constructed or installed to a standard equal to or greater than the standard that would apply to any such works, Premises or connection if it were located or made within the District.

10.3 Without limiting the generality of Clauses 10.1 and 10.2, the bylaws referred to in those Clauses shall incorporate, at a minimum, the standards contained in District Bylaw No. 402 attached hereto as Schedule "B", as amended by the District from time to time, plus all applicable Federal, Provincial and Regional District Regulations governing what wastes and quantity of wastes may or may not be discharged into the District Trunk.

11 Defaults by the Band

11.1 Subject to Clause 11.5, if there is a breach of this Agreement by the Band, other than a failure to make a payment required by this Agreement, the District may, at its option, notify the Band Council of the breach and give to the Band such notice as may be reasonable in view of the nature of the breach to remedy the breach and if the breach continues after the period of notice given and the Band does not disagree with the District; the District may, at its option, disconnect that portion of the Reserve System from the District Trunk which is not in compliance with this Agreement.

11.2 For the purpose of Section 11.1, "breach" includes the discharge into the Reserve System or the District Trunk from any Premises or by any person on the Reserves, of a type, quality or quantity of waste prohibited to be discharged into the District Trunk pursuant to Bylaw #402 of the District (Schedule "B") or the other regulations referred to in Section 10.3.

11.3 If the Band disagrees with the District pursuant to Clause 11.1 the matter may be settled in accordance with Article 15 of this Agreement.

11.4 Subject to Clause 11.5, if there is a default in any payment required to be made to the District under this Agreement for a period in excess of sixty (60) days, the District may, at its option, disconnect the Reserve System from the District Trunk. Should a portion of the required payment be disputed, it may be referred to the dispute resolution process set out in Article 15, subject to those amounts not under dispute being paid to the District.

11.5 Notwithstanding any other provision of this Agreement, the Reserve System shall not be disconnected from the District Trunk due to a default or alleged default by the Band if the Band has notified the District that it disagrees with the position taken by the District, the matter under dispute has been referred to the process set out in Article 15 for resolution, and a resolution of the dispute is pending.

11.6 If the Reserve System or a portion thereof is disconnected from the District Trunk due to a default by the Band, it shall be reconnected forthwith upon correction of such default and, if the default is a default in payment, the default shall not be deemed to have been corrected until the payments in default together with interest as provided in Article 18.1 have been fully paid.

12 Defaults by the District

12.1 If the District fails to perform or observe any term or condition contained herein then the Band or the Minister may terminate this Agreement by giving notice thereof to the District. Any right of action arising prior to the

breach or arising out of any breach shall not be prejudiced by termination of this Agreement.

13 Entry to Inspect

13.1 It is a condition of the continued use of the District Trunk with the Reserve System that the Band shall, under any bylaws enacted pursuant to Clauses 10.1 and 10.2, appoint and authorize the District to enter the Reserves to:

- a. inspect the plumbing in every Premises before and from time to time during connections of those Premises to the Reserve System,
- b. to inspect the Reserve System, monitor use of the Reserve System and monitor the discharge of waste into the Reserve System and the District Trunk to determine whether or not the requirements of the bylaws enacted pursuant to Clauses 10.1 and 10.2 are being met, and
- c. to determine whether or not any additions have been made to the Reserve System without consent of the Band as required by the bylaw enacted pursuant to Clause 10.2.

13.2 The right to enter the Reserves given to the District under any Band bylaw made pursuant to Clauses 10.1 and 10.2 shall extend during the period of this Agreement subject to any earlier termination or other determination of this Agreement.

14 Consultation

14.1 The District agrees to provide assistance, consultation and advice from time to time on the bylaws required to be

enacted pursuant to Clauses 10.1 and 10.2 and any amendments thereto.

14.2 The District shall give the Band not less than ninety (90) days notice of any change in the users rates referred to in Clause 4.1, the frontage or parcel taxes referred to in Clause 4.2 or the Development Capital Cost Charge and Late Comers Charge referred to in paragraph 5.1.a.

14.3 The District shall give the Band not less than ninety (90) days notice of any changes to the standards governing the construction, use, operation or maintenance of the District sewer system or the discharge of waste into the District sewer system that will require an amendment to the bylaws referred to in Clauses 10.1 and 10.2.

15 Dispute Resolution

15.1 Unless this Agreement provides otherwise, any disagreement between the Band and the District that arises out of this Agreement or in regard to the interpretation of this Agreement shall be resolved pursuant to this Article and, where such a disagreement arises, either party may give written notice to the other that it wishes to resolve the disagreement through the process set out in this Article (herein called the "Dispute Resolution Notice"), which notice shall set out:

- a. the matter which the issuer wishes to have resolved pursuant to this Article, and
- b. the position of the issuer in respect of the matter which is the subject of the dispute.

- 15.2 Upon receipt of a Dispute Resolution Notice by either the Band or the District, the administrator of the Band, the administrator of the District, the Chairman of the District and the Chief of the Band, or an appointee of the Band Council, shall meet together in an attempt to settle the disagreement through negotiation and if the disagreement cannot be so settled and ratified by the Council of the Band and the Board of the District within ten (10) working days of receipt of the Dispute Resolution Notice by the party to whom it was issued, then the same shall be submitted to an arbitrator agreed upon between the Band and the District whose decision shall be handed down within twenty (20) working days of appointment.
- 15.3 Should the Band and the District fail to resolve the dispute through negotiations held pursuant to Clause 15.2 and fail to agree on an arbitrator as provided in Clause 15.2 within fifteen (15) working days of receipt of the Dispute Resolution Notice by the party to whom it was issued, a sole arbitrator may be appointed by a Judge of the Supreme Court of British Columbia upon application by either the Band or the District, provided that the applicant shall give to the other party five (5) working days notice of its application for such an appointment.
- 15.4 The decision of an arbitrator appointed pursuant to this Agreement will be considered final and binding upon the Parties.
- 15.5 The cost of any arbitration shall be borne equally by the District and the Band unless otherwise ordered by the arbitrator.

15.6 If upon a reference to it, an arbitrator refuses jurisdiction or otherwise fails to determine the question, then the question may be referred by either Party to any court of competent jurisdiction and the Parties may exercise any other right or remedy they may have under this agreement or otherwise.

16 Indemnity

16.1 The District shall indemnify and save harmless the Band and the Minister from and against all claims, demands, losses, costs, damages, actions, suits, proceedings, fines or assessments by whoever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by or attributed to the breach of any provision of this Agreement to be performed by the District, its officials, servants, employees, agents and contractors, EXCEPT to the extent that such claims, demands, losses, costs, damages, actions, suits or proceedings arises out of, related to, are occasioned by or are attributed to the construction, maintenance, operation, repair or functioning of the Reserve System or the discharge of any material by any person other than the District, its officials, servants, employees, agents or contractors into the Reserve System. This condition shall survive the termination of this Agreement.

16.2 Except with respect to the services to be provided by the District under Clause 13.1, for which the District shall remain responsible, the Band shall indemnify and save harmless the District from and against all claims, demands, losses, costs, damages, actions, suits, proceedings or fines or assessments by whoever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by or attributed

to the breach of any provision of this Agreement to be performed by the Band and the officials, servants, employees, members, agents and contractors of the Band and without restricting the generality of the foregoing arising out of the failure to comply with Clauses 9.1 and 10.1 of this Agreement. This condition shall survive the termination of this Agreement.

16.3 The District shall, during the Term of this Agreement, at its sole cost and expense, maintain comprehensive general liability insurance against claims for personal injury, death or property damage occurring on, off, in or about the Reserves, arising out of or resulting from negligence of the District and the officials, servants, employees, members, agents and contractors of the District in the provision of services to be provided by the District pursuant to this Agreement, such insurance to afford protection to the minimum limit of **TWO MILLION (\$2,000,000.00) DOLLARS** or to such limit as may be agreed upon by the Parties in writing.

16.4 The Band and its Band Council, officers, officials, servants, employees, members, agents and contractors shall be added by the District to its comprehensive general liability insurance policy required to be maintained under Clause 16.3 as Additional Insureds with respect to the liability of the Band arising out of the construction, use, operation and maintenance of the District Trunk and District sewer system by the District.

16.5 The Band shall, during the Term of this Agreement, at its sole cost and expense, maintain comprehensive general liability insurance against claims for personal injury, death or property damage occurring on, off, in or about the Reserves, arising out of or resulting from negligence

of the Band and the officials, servants, employees, members, agents and contractors of the Band in the construction, operation, use and maintenance of the Reserve System, such insurance to afford protection to the minimum limit of TWO MILLION (\$2,000,000.00) DOLLARS or to such limit as may be agreed upon by the Parties in writing.

- 16.6 The District and its Board of Directors, officers, officials, servants, employees, members, agents and contractors shall be added by the Band to its comprehensive general liability insurance policy required to be maintained under Clause 16.5 as Additional Insureds with respect to the liability of the District arising out of the construction, use, operation and maintenance of the Reserve System by the Band, except with respect to the services to be provided by the District under Clause 13.1, for which the District and its Board of Directors, officers, officials, servants, employees, members, agents and contractors shall not be added as Additional Insureds.

17 Discontinuance Upon Termination

- 17.1 Upon termination or other determination of this Agreement, the District may, at its option, disconnect the Reserve System from the District Trunk or the Minister or the Band may require the District to disconnect the Reserve System from the District Trunk and the District will comply with this requirement within a reasonable time.

- 17.2 Upon termination or other determination of this Agreement, the District will provide the Band with a statement of the pro-rated amount of the annual

contribution set out in Article 4 herein up to the date of termination within thirty (30) days of the termination. If there is a deficiency in payment for the applicable year, the District shall invoice the Band for the amount owed and the Band or the Minister will pay the invoice within sixty (60) days of its receipt. If there is an overpayment for the applicable year, the District will refund the Band the full amount of the overpayment within ninety (90) days of the termination.

- 17.3 Any dispute between the Band and the District in respect of the determination of the amount owed by the Band pursuant to Clause 17.2 shall be resolved in accordance with the process set out in Article 15 notwithstanding the prior termination of this Agreement.

18 Arrears to Bear Interest

- 18.1 If any payment is not made by either party as required by this Agreement, the same shall bear interest at the rate of ten (10%) per cent per annum, calculated on the outstanding balance from time to time, from the date of default in payment until paid.

19 Duration of this Agreement

- 19.1 The duration of this Agreement shall be for fifteen (15) years from Commencement Date.

20 Renewal

- 20.1 Subject to Clause 12.1, and at the option of all parties, this Agreement may be renewed subject to terms and conditions agreed upon by the parties hereto, for consecutive twenty-five (25) year periods by giving the

District notice thereof not earlier than one hundred and eighty (180) days before and not later than ninety (90) days before the Commencement Date of each new twenty-five (25) year period. The payments required by this Agreement shall not be in arrears and shall continue during such extensions along with the other terms and conditions of this Agreement.

- 20.2 For the purposes of Clause 20.1, the Band shall not be deemed to be in arrears in respect of any portion of a payment if the Band has notified the District that it disagrees with the amount claimed by the District, the payment under dispute has been referred to the process set out in Article 15 for resolution, a resolution of the dispute is pending and any amounts not under dispute have been paid.

21 Amendment of Agreement

- 21.1 This agreement may be amended from time to time by written agreement of equal formality of the parties hereto.

22 Notice

- 22.1 Wherever in this Agreement it is required or permitted that notice, demand or other communication be given or served by either party to the other, such notice or demand shall be given and served in writing and forwarded by registered mail, addressed as follows:

To the District:

REGIONAL DISTRICT OF CENTRAL OKANAGAN
540 Groves Avenue

Kelowna, British Columbia
V1Y 4Y7

Attention: Regional District

AND

To the Minister:

INDIAN AND NORTHERN AFFAIRS CANADA
British Columbia Regional Office
300 - 1550 Alberni Street
Vancouver, British Columbia
V6G 3C5

Attention: Director, Funding Services

AND

To the Band:

WESTBANK INDIAN BAND
Westbank Band administration office
515 Highway 97 South
Kelowna, British Columbia
V1Z 3J2

PROVIDED that a party may change its address by giving the others prior notice of a change in address in accordance with this Section and PROVIDED FURTHER that if there is a postal strike or other postal disruption, notice shall be personally delivered, not mailed, in the case of the District, by delivery to the Municipal Administrator of the District, and in the case of the Minister, by delivery to his Regional Director General or his Regional Director of Funding Services and, in the case of the Band, to the Chief or Director of Operations.

23 Assignment

23.1 This Agreement shall not be assigned by either party hereto, except with the prior written consent of all parties hereto.

24 Interpretation

24.1 Nothing contained or implied herein shall prejudice or effect the rights and powers of the District or the Band in the exercise of their functions under any public or private statutes, bylaws, orders and regulations.

24.2 This Agreement shall not be construed so as to create any greater standard of care or liability on the part of the District in respect of the supplying of sanitary sewer services to occupants within the Reserves than that which applies to the supply of such services to other persons within the Regional District of Central Okanagan.

24.3 For the purpose of greater certainty, it is acknowledged and agreed between the parties hereto that, notwithstanding anything to the contrary contained in this Agreement, the Minister does not and shall not be obliged to possess, control, operate and maintain the Reserve System or its use.

24.4 The Minister is a party to this Agreement for the purposes of directing payment for the District Services pursuant to Clause 7.2 and will remain a party to this Agreement only until the District is permitted by law to recover funds owed to the District by the Band under the terms of this Agreement, by an action in a Court of competent jurisdiction.

- 24.5 No members of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise from this Agreement.
- 24.6 Nothing in this Agreement shall be interpreted as creating an agency, partnership or joint ventureship among or between any of the District, the Minister, the Band and the Band Council.
- 24.7 Time shall be of the essence of this Agreement.
- 24.8 Headings are inserted in this Agreement for convenience only and shall not be construed as affecting the meaning of this Agreement.
- 24.9 No waiver of any term or condition of this Agreement or a breach of any term or condition of this Agreement by either party hereto shall be effective unless it is in writing and no waiver of breach even if in writing shall be construed as a waiver of any future breach.
- 24.10 Wherever the singular or masculine is used herein, the same shall be construed as meaning the plural or feminine or body politic or corporate where the context or the parties hereto so require.

24.11 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns.

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

SIGNED SEALED AND DELIVERED by the WESTBANK BAND COUNCIL pursuant to the consent of a majority of the Councillors of the Band present at a Council meeting duly convened

Chief
Councillor
Councillor
Councillor
Councillor

Witness

Address LYLE BREWER
Lands Administration
Officer
Westbank Band

Occupation

SIGNED SEALED AND DELIVERED on behalf of HER MAJESTY THE QUEEN IN RIGHT OF CANADA on the 1st day of October 1992, in the presence of:

Witness's signature - MARCEL P. FILLION
MANAGER, CAPITAL PROGRAMS

Witness's name printed

Witness's signature

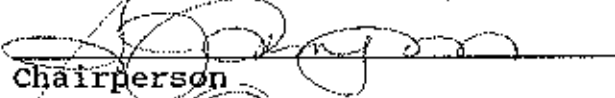
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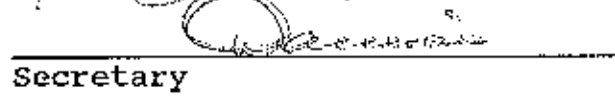
Regional Director General
B.C. Region Department of
Indian Affairs and
Northern Development

Director Lands, Revenues,
and Trusts
B.C. Region Department of
Indian Affairs and
Northern Development

The Corporate Seal of REGIONAL
DISTRICT OF CENTRAL OKANAGAN
was hereunto affixed on the 7th day
of October, 1992, in the
presence of: Che. J.P.

C/S


Chairperson


Secretary

Approved by the Inspector of
Municipalities on the 9th day of
October, 1992 pursuant to
Sections 286(1) and 286.1 of the
Municipal Act, RSBC 1979


Inspector of Municipalities
Ministry of Municipal Affairs,
Recreation and Culture

REGIONAL DISTRICT OF CENTRAL OKANAGAN

BYLAW NO. 399

Being a bylaw to provide for the imposition of a charge against the owner or occupier of real property for the use of the Westbank sewer system

The Regional Board of the Regional District of Central Okanagan, in open meeting assembled, enacts as follows:

1. There is hereby imposed and levied a sewer user charge against the owner or occupier of land or real property whose property is connected to the Westbank sewer system and the Secretary-Treasurer shall classify each consumer in accordance with the categories set out in Schedule "A", attached to and forming part of this bylaw.
2. The rate shall be due and payable on the last business day of each billing month.
3. In the case of a connection being made during any year, the charge imposed shall begin with the month during which the final inspection of the sewer connection was made. If made on or before the 15th day of the month, the full monthly rate shall be charged, otherwise the charge shall be one-half of the monthly charge.
4. Any rate remaining unpaid on the thirty-first of December shall be deemed to be taxes in arrears in respect of the property on which the consumer dwells and shall be forthwith entered on the real property tax roll by the Collector as taxes in arrears.
5. This bylaw may be cited as the "Regional District of Central Okanagan Westbank Sewer System Rates Bylaw No. 399, 1989".

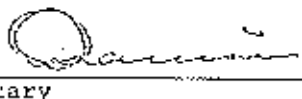
READ A FIRST TIME this 25th day of September, 1989.

READ A SECOND TIME this 25th day of September, 1989.

READ A THIRD TIME this 25th day of September, 1989.

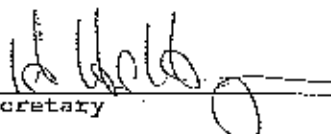
RECONSIDERED and FINALLY PASSED and ADOPTED this 16th day of October, 1989.


Chairperson


Secretary

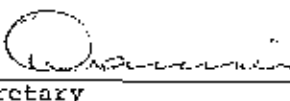
I hereby certify the foregoing to be a true and correct copy of Bylaw No. 399, cited as "Regional District of Central Okanagan Westbank Sewer System Rates Bylaw No. 399, 1989" as read a third time this 25th day of September, 1989.

Dated at Kelowna, B.C. this 27th day of September, 1989.


Secretary

I hereby certify the foregoing to be a true and correct copy of Bylaw No. 399, cited as "Regional District of Central Okanagan Westbank Sewer System Rates Bylaw No. 399, 1989" as reconsidered and adopted this 16th day of October, 1989.

Dated at Kelowna, B.C. this 8th day of November, 1989.


Secretary

SCHEDULE "A"

Attached to and forming part of Bylaw No. 399, 1989.
(Sewer System Rate Bylaw)

USER RATES

Class	Description	Monthly Fee Per Unit	Paid Quarterly
A	Single Family Residential	\$12.90	\$ 38.70
B	Apartment, Duplex, Multiple Dwelling, Mobile Home	12.90	38.70
C	Laundromat (per machine)	4.50	13.50
D	School (per classroom)	22.50	67.50
E	Restaurant, Beer Parlour	46.70	140.10
F	Beauty Parlour, Supermarket, Bakery, Medical Facility	22.10	66.30
G	Garage, Service Station, Public Assembly Facility	29.50	88.50
H	Westbank Packing House	49.20	147.60
I	Commercial Enterprise	12.90	38.70
J	Hospital with laundry - per bed	12.90	38.70
K	Hospital without laundry - per bed	7.70	23.10
L	Institution, Work Camp, Rest Home, Residential School (per bed)	2.80	8.40
M	Nursing Home (per bed)	8.40	25.20
N	Motel, Hotel (per unit)	3.90	11.70
O	Motel, Hotel (per housekeeping unit)	5.60	16.80
P	Campsite (per site for seasonal operation)	1.40	4.20
Q	Campsite (per site for year round operation)	5.60	16.80
R	All other uses not defined in Classes A to Q	.4053 per cubic meter of total flow	

SCHEDULE 'B'

REGIONAL DISTRICT OF CENTRAL OKANAGAN

BYLAW NO. 402

Being a bylaw to regulate the operation and use of the sanitary sewer systems of the Regional District of Central Okanagan.

WHEREAS it is expedient that all real property capable of being served by a sanitary sewer, should be so served and connected;

AND WHEREAS there are possible components of sewage which are detrimental to the operation and maintenance of the sewage system and must be prohibited;

AND WHEREAS it is necessary to impose charges for service connections and for sewer rentals for the maintenance of the sewerage system;

AND WHEREAS there are components which, if present in excessive concentrations, cause excessive operating and maintenance costs;

AND WHEREAS the costs to each user of the sewage system should be directly proportional to the costs to transport, treat and dispose of that user's sewage;

AND WHEREAS it is deemed necessary and expedient to regulate the operation and use of the sanitary sewer systems of the Regional District;

NOW THEREFORE, THE BOARD OF THE REGIONAL DISTRICT OF CENTRAL OKANAGAN in open meeting assembled, enacts as follows:

SECTION 1 - ADMINISTRATION AND GENERAL REQUIREMENTS

- 1.1 Scope
- 1.1.1 This bylaw provides for the regulation and use of sanitary sewers.
- 1.1.2 This bylaw may be cited as "Regional District of Central Okanagan Sewer User Regulation Bylaw No. 402, 1989".
- 1.1.3 The provisions of this bylaw shall apply to all direct or indirect discharges to any part of the public sewerage system.
- 1.1.4 This bylaw, among other things, regulates the quantity and quality of discharged wastes and the degree of pretreatment required; and provides for the approval of plans for waste treatment.
- 1.2 Definitions
- 1.2.1 In this bylaw, unless the context otherwise requires, the following words and terms shall have the meanings hereinafter assigned to them:
- "B.O.D." or "biochemical oxygen demand" means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory conditions in five (5) days at 20 degrees C, expressed in milligrams per litre as determined by the appropriate procedure in "Standard Methods".
- "Building Sewer" means a pipe that is connected to a building drain 1 meter outside a wall of a building and that leads to a public sewer or private sewage disposal system.

"C.O.D." or "chemical oxygen demand" means the measure of the oxygen consuming capacity of inorganic and organic matter present in domestic or industrial wastewater as determined by the appropriate procedure described in "Standard Methods".

"District" means the Regional District of Central Okanagan or its approved agents.

"District Administrator" means the Administrator or his appointed official, of the Regional District of Central Okanagan or its appointed agent.

"Domestic wastewater" means the water carried wastes produced from non-commercial or non-industrial activities and which result from normal human living processes.

"effluent" means the liquid outflow of any facility designed to treat or convey wastewater.

"flammable liquid" means any liquid having a flash point below 38 degrees C and having a vapor pressure not exceeding 280 kPa at 38 degrees C.

"grease" means an organic substance recoverable by procedures set forth in "Standard Methods" and includes but is not limited to hydrocarbons, esters, fats, oils, waxes and high molecular carboxylic acids.

"garbage" means solid wastes from the domestic and commercial preparation, cooking, and disposing of food, and from the handling, storage and sale of produce.

"industrial wastewater" means all water carried wastes and wastewater excluding domestic wastewater and uncontaminated water, and includes all wastewater from any processing, institutional, commercial, or other operation where the wastewater discharged includes wastes of non-human origin.

"offal" means waste portions of food, animals, fowl or fish.

"person" means any person, firm, partnership or corporation, or any trustee, manager or other person owning or occupying any building or place either individually or jointly with others, and includes agent, workman or employee of such person, firm, partnership, or corporation.

"pH" means the negative logarithm to the base 10 of the weight of hydrogen ions in grams per litre of solution.

"plumbing fixture" means:

- (i) a fixture which uses water and has a separate connection to a drainage waste line, or
- (ii) a drainage waste line which is existing and not currently in use, but is capable of being connected to a fixture at some future date.

"Sanitary Sewer System" means all sewerage works and all appurtenances thereto, including sewer mains, service connections, pumping stations, treatment plants, lagoons and sewer outfalls laid within any highways, municipal right-of-way or easement and owned and operated by the Municipality and installed for the purpose of conveying, treating and disposing of domestic municipal wastes and industrial wastes.

"Service Connection" means a pipe connecting a sewer to a building sewer or to land on which building or structures are situated.

"sewage treatment plant" means any arrangement of devices and structures used for treating wastewater.

"Sewer" means a pipe, including manholes and other appurtenances other than a service connection, in the sewer system.

"Standard Methods" means the Standard Methods of Water and Wastewater Analysis (16th Edition, 1985) as published by the American Public Works Association, the American Water Works Association, and the Water Pollution Control Federation.

"Suspended Solids" means the solid matter according to particle size, expressed in milligrams per litre, in a liquid as determined according to Standard Methods.

"Uncontaminated Wastewater" means water such as spent cooling water, water discharged from a swimming pool, water used in street cleaning.

"wastewater" means the water-borne wastes of the community derived from human or industrial sources including domestic wastewater and industrial wastewater, but does not include rainwater, groundwater, or drainage of uncontaminated water.

1.3 Connection Requirement

1.3.1 The owner of every parcel of real property to which a service connection to the sanitary sewer system can be, or has been made, and upon which a building or structure containing a plumbing fixture is situate, may be required to connect such building or structure to the service connection.

1.3.2 In the event of any owner failing to make the required connection within ninety (90) days of being notified in writing by the District so to do, the Administrator, by his workmen or others, may have the work done at the Owner's expense, and the District may recover such expense with interest at Twelve percent (12%) per year with costs in the same manner as municipal taxes.

1.4 Application For Sanitary Sewer Connection

No person shall connect any building sewer to a service connection to the sanitary sewer system until he has completed an application and an agreement in the form of Schedule "A" of this bylaw and paid the connection fee set out therein. The applicant shall, in completing such form of application and agreement, provide true and accurate information as to all details called for therein.

1.5 Service Connections Standards

1.5.1 Every service connection shall be installed in accordance with the current District standards and shall be installed prior to the installation of every building sewer. The District shall not be responsible to meet the elevation or connect to an existing building sewer installed by the owner prior to installation of the sewer connection.

1.5.2 The Regional District of Central Okanagan or its agents shall in all cases construct the sewer connection from the main to the property line of the owner requesting service, the cost of the sewer installation shall be paid by the property owners.

1.6 Building Sewer and Inspection

1.6.1 Every building sewer shall be constructed at the cost of the owner in accordance with current Provincial Plumbing Codes.

1.6.2 The owner shall notify the District as soon as the work for which a connection permit has been issued is ready for inspection and no building sewer work shall be covered until it has been inspected and passed.

1.6.3 If upon inspection it is determined that any building sewer work is defective, or that such work was not ready for inspection after notification as required by Article 1.6.2, the owner shall file a further Notice of Inspection, together with the fee of \$25.00 to cover the cost of such extra inspection.

1.6.4 The building sewer shall be maintained by the property owner at his expense.

1.6.5 Where any building sewer is abandoned, the owner shall notify the District, and the owner shall block the building sewer at the service connection with an approved watertight seal and the location of the seal shall be indicated to the District.

1.7 Interference With Sewer System

1.7.1 No person shall do any work upon, or interfere in any way with the sanitary sewer system without the written permission of the District Administrator.

1.7.2 No building or obstruction of any kind shall be erected within the easement limit to allow ease of access for maintenance of sewers.

1.8 Sewer Rates

1.8.1 The owner of real property connected to the sanitary sewer system shall pay the rates contained in the Sewer User Regulation Bylaw.

1.9 Septic Tanks

1.9.1 No septic tank shall be connected to the sanitary sewer system.

1.9.2 No person shall permit any sludge or deposit contained in any septic tank to enter into the sanitary sewer system.

1.9.3 Whenever a sewer connection is made where a septic tank or tanks exist, the sludge or deposit in the said tank or tanks, shall be removed and hauled away. The septic tank or tanks shall then be filled with fresh earth, gravel or sand or may be broken down and removed from the property.

1.10 Right of Entry

1.10.1 The District Administrator and anyone authorized by him is hereby authorized to enter upon any property or premises at any reasonable time in order to ascertain whether or not the regulations contained in this bylaw have been complied with.

- 1.10.2 Any person interfering with or obstructing the entry of the District Administrator or his accredited representative into any premises, after that person has identified himself, shall be deemed to be guilty of an infraction of this bylaw and shall be liable to the penalties thereof.
- 1.10.3 No person shall hinder or prevent the District Administrator or his accredited representative from entering and making reasonable inspection of any building or premises whenever necessary to secure compliance with, or prevent a violation of any provisions of this bylaw.

SECTION 2 - WASTE DISCHARGE

2.1 Prohibited Wastes

- 2.1.1 No person shall discharge or permit to be discharged into any pipe, main, conduit, manhole, or aperture draining into the sanitary sewer system:
- a) any gasoline, benzene, naphtha, alcohol, fuel, oil, solvents, acetone or flammable or explosive liquid, solid or gas.
 - b) any pesticides, insecticides, herbicides or fungicides.
 - c) any corrosive, noxious or malodorous gas, liquid, or substance which either singly or by interaction with other wastes, is capable of:
 - (i) creating a public nuisance or hazard to life;
 - (ii) preventing entry into a sewer or pump station; or
 - (iii) causing damage to the sewerage system.
 - d) radioactive material - except within such limits as are permitted by the license issued by the Atomic Energy Control Board of Canada.
 - e) any material from a cesspool or septic tank except at authorized receiving stations.
 - f) any solid or viscous substance capable of obstructing wastewater flow or interfering with the operation of the sewerage system or treatment facilities. These substances include but are not limited to ashes, cinders, grit sand, mud, straw, grass clippings, insoluble shavings, metal, glass, rags, feathers, tar, asphalt, creosote, plastics, wood, animal paunch contents, offal, blood, bones, meat trimmings and waste, fish or fowl head, shrimp, crab or clam shells, fish scales, entrails, lard, mushrooms, tallow, baking dough, chemical residues, cannery or wine waste, bulk solids, hair and fleshings, spent grain and hops, whole or ground food or beverage containers, unground garbage, paint residues, cat box litter, slurries of concrete, cement, lime or mortar.
 - g) any storm water or uncontaminated wastewater into the sanitary sewer system.
 - h) No roof drainage, cellar drainage, surface drainage, exhaust, steam or blowoff shall be connected in any way to the District's sewer collection system.

2.2 Standards For Restricted Wastes

Sanitary Sewer System

2.2.1 No person shall discharge or permit to be discharged into any pipe, main, conduit, manhole, street inlet, gutter, or aperture draining into the sanitary sewer systems:

- a) any water or waste having a C.O.D. of more than 750 milligrams per litre;
- b) any water or waste having a B.O.D. of more than 500 milligrams per litre;
- c) any water or waste having a suspended solids content of more than 600 milligrams per litre;
- d) any garbage unless such garbage is from premises where food is prepared for consumption on the premises and which has been properly comminuted to 7 millimeters or less in any dimension;
- e) any liquid or vapor having a temperature higher than 65 degrees Celsius;
- f) any water or waste which contains greases, (including fats, waxes and oils as determined according to Standard Methods) whether or not emulsified, whose concentration is in excess of 150 milligrams per litre of substances derived from petroleum sources;
- g) any substance which may solidify or become discernibly viscous at temperatures above 0 degrees Celsius;
- h) any soluble waste or wastewater having a pH lower than 5.5 or higher than 9.5 or having any other corrosive property which reasonable could be hazardous to structures, equipment or personnel including, but not limited to, battery or plating acid and wastes, copper sulphate, chromium salts and compounds, or brine;
- i) any water or waste that will by itself or with other water or wastes in the sewerage system, release noxious gases, or form suspended solids in excess of 600 milligrams per litre or create any other condition deleterious to structures or treatment processes;
- j) any water or waste containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, to constitute a hazard to humans or animals, or to create any hazard in the receiving waters or the effluent of the sewage treatment plant.

Without limiting the generality of this clauses the concentration of the following toxic substances at the point of discharge to a public sewer shall not exceed:

MATTER (Toxic Substances)	Concentrations in Milligrams per litre
Aluminum	50.0
Arsenic	0.5
Barium	5.0
Cadmium	.05
Chloride	1500.0
Chromium (Total)	1.0
Copper	2.0
Cyanide	1.0
Fluoride	10.0
Iron	3.0
Lead	0.5
Manganese	0.5
Mercury	.005
Nickel	3.0
Phenolic compounds	1.0
Phosphorus	50.0
Silver	1.0
Sulphate	1500.0
Sulphide	2.0
Tin	5.0
Zinc	4.0

- k) any water or waste added for the purpose of diluting wastes which would otherwise exceed applicable maximum concentrations;
- l) any material which exerts or causes:
- (i) unusual concentrations of inert suspended solids, such as but not limited to fuller's earth;
 - (ii) unusual concentrations of dissolved solids such as but not limited to sodium chloride, calcium chloride or sodium sulphate;
 - (iii) excessive discoloration such as but not limited to dye wastes or vegetable canning solutions.
- m) any water or waste containing substances in such concentrations that are not amenable to treatment or reduction by the sewage treatment process employed, or are amenable to treatment only to such a degree that the sewage treatment plant effluent cannot meet the requirement of any other agency having jurisdiction over discharges to the receiving waters.

2.3. Accidental Discharges

- 2.3.1 Every person responsible for the accidental discharge of prohibited substances into the sanitary sewer system shall report the same immediately to the District Administrator in order that the necessary precautions can be taken to minimize the deleterious effects of the discharge.

**SECTION 3 - ADDITIONAL REQUIREMENTS FOR CONNECTION
TO THE SEWERAGE SYSTEM****3.1 Wastewater Treatment Facilities**

- 3.1.1 Any industrial wastewaters likely to damage or increase maintenance costs on the sewerage system or which may detrimentally affect the sewage treatment plant; or contaminate surface or sub-surface waters, shall be pretreated to render them innocuous prior to discharge into a public sewer.
- 3.1.2 Discharges of liquid wastes exceeding the strength, nature, quantity or quality permitted by this bylaw, shall be treated in a facility designed, constructed and operated so as to fulfill all of the requirements of this bylaw.
- 3.1.3 All details pertaining to the treatment process or processes, capacity, location, materials, equipment, methods of construction and all operational procedures and methods of process control of treatment facilities shall be approved by the District Administrator before any portion of such facilities is installed.
- 3.1.4 All wastewater treatment facilities must be kept clear of obstructions so as to provide immediate access for inspection and servicing.

3.2 Design Requirements For Connecting To The Sewerage System

- 3.2.1 Where an owner or occupier of premises upon which an industrial or commercial activity is proposed or is carried on wishes to connect these premises to the sewerage system he shall comply with Article 3.2.3. herein.
- 3.2.2 Where an owner or occupier intends to expand an industrial or commercial activity so that the quantity, biochemical oxygen demand, suspended solids concentration or grease concentration of the sewage will be increased, he shall comply with Article 3.2.3 herein.
- 3.2.3 Except as provided in Article 3.2.4, the owner shall supply to the District Administrator plans and reports certified by a professional engineer indicating:
- a) the proposed or existing development or addition, including flow schematic drawing,
 - b) the daily volumes and peak discharges,
 - c) the type of waste to be processed or discharged,
 - d) the anticipated biochemical oxygen demand and the amount of suspended solids or grease,
 - e) the pH factor and temperature of the wastewater,
 - f) toxic chemicals contained in the wastewater,
 - g) the proposed pretreatment, including dimensions of the proposed facility,
 - h) flow equalizing or mixing facilities,
 - i) the location of sampling manhole,
 - j) the monitoring equipment,

k) any other information deemed necessary by the District Administrator.

- 3.2.4 The District Administrator may deal with the application and make a decision thereon without the above information if in his opinion the nature of the application is such that a decision can be properly made without such information.
- 3.2.5 Grease and oil interceptors shall be provided upstream of the service connection on private property for all food preparation facilities including restaurants, canning operations, killing and processing facilities.
- 3.2.6 Grease, oil and sand interceptors shall be provided upstream of the service connection on private property for all garages and gasoline service stations. Interceptors will be required for other types of industries or commercial establishments as appropriate for the proper handling of liquid waste containing grease in excessive amounts or any flammable wastes, sand, grit or other harmful ingredients. Such interceptors shall be so located as to be readily and easily accessible for cleaning and inspection. All interceptors shall be maintained by the owner at his expense in continuously efficient operation at all times.
- 3.2.7 Separate sand traps and oil and grease interceptors shall be provided upstream of the service connection on private property for all establishments which provide car, vehicle, or equipment washing facilities. Sand traps shall be located upstream from the oil and grease interceptors, and shall have a minimum liquid depth of 1 metre and a maximum overflow rate of 8 L/m² under peak flow conditions. Sand and silt shall be removed from sand traps before these materials occupy 25 percent of the liquid depth. Accumulated oil and greases shall be skimmed off the surface of the interceptors and other sumps often enough to prevent these materials from escaping to the sewer.

3.3 Volume Control

- 3.3.1 Where wastewater is discharged into the sewerage system in volumes which are highly variable or unusual, the owner or occupier shall ensure that discharges do not exceed the limits on flow volumes set by the District Administrator.
- 3.3.2 Equipment necessary to comply with sentence 3.3.1 shall be provided, maintained and operated by the owner or occupier of such premises in a manner satisfactory to the District Administrator.

SECTION 4 - CONTROL OF INDUSTRIAL WASTES

4.1 Special Control Manholes

- 4.1.1 Any property discharging industrial wastewater to the public sewer shall have installed a control manhole at an accessible location and suitable for the inspection and sampling of the discharged waters.
- 4.1.2 The design and location of the control manhole shall be approved by the District Administrator.
- 4.1.3 The control manhole shall be installed and maintained at the sole expense of the owner of the premises and shall be accessible at all times to the District Administrator.
- 4.1.4 All industrial wastewater discharged to public sewers shall first pass through the control manholes.

- 4.1.5 The control manhole shall conform with the District's standard 1200mm dia sewer manhole. The standard cast iron frame and cover will be acceptable.

The control manhole shall be located on a straight run of service extending from 3 metres upstream of the manhole to 2 metres downstream. The section of service on which the manhole is located shall have a gradient not exceeding 2 percent. A permanent style Palmer Bowlus flume flow meter shall be installed as an integral part of the control manhole, and shall be sized to suit the peak design flows.

- 4.1.6 Where installation of a control manhole is not possible, an alternative device or facility may be substituted if approved by the District Administrator.

4.2 Monitoring of Wastewater

- 4.2.1 Should any testing of wastewater show that it is not in compliance with this bylaw, the District Administrator, in addition to any other provision of this bylaw may direct the owner to so comply with the bylaw and may, in addition, direct the owner at his expense to install such automatic monitoring and recording equipment as the District Administrator deems necessary and supply the results of such monitoring to the District Administrator.

- 4.2.2 All tests, measurements, analyses and examinations of wastewater, its characteristics or contents shall be carried out in accordance with "Standard Methods".

- 4.2.3 Sampling shall be carried out by methods acceptable to the District Administrator. Normally the Analyses will be performed on samples composited by volume. Values for pH will be determined from samples composited over a short period of time.

4.3 Control of Waste Disposal

- 4.3.1 The District Administrator may at any time require a person who intends to dispose of wastes of liquids, semi-liquid or solid nature to show proof that these wastes are being stored and subsequently disposed of in a place and manner which is acceptable to the District Administrator; the information must also include method of packaging, storing and transporting of the waste.

- 4.3.2 The District Administrator may require a person to provide an analysis, prepared by a qualified chemist, of the waste referred to in Article 4.3.1.

SECTION 5 - PROTECTION OF PUBLIC SEWERAGE SYSTEM

5.1 Disconnection of Sewer

- 5.1 Where any wastewater which:

- a) is hazardous or creates an immediate danger to any person, or
- b) endangers or interferes with the operation of the sewerage system is discharged to the sewerage system, the District Administrator may, in addition to any action provided for in this bylaw, disconnect, plug or seal off the sewer line discharging the unacceptable wastewater into the sewerage system or take such other action as is necessary to prevent such wastewater from entering the sewerage system.

- 5.1.2 The unacceptable wastewater described in sentence 5.1.1 may be prevented from being discharged into the sewerage system until evidence satisfactory to the District Administrator has been produced to ensure that no further discharge of hazardous wastewater will be made to the sewerage system.
- 5.1.3 The owner or occupier of the land from which the wastewater described in Article 5.1.2 herein is being discharged shall pay the costs incurred by the District in taking all necessary action relative to the sewer disconnection and/or reconnection.
- 5.1.4 The costs incurred in Article 5.1.3 shall be in addition to and not in substitution for any fine or other penalty to which the owner or occupier of the premises in question may be subject pursuant to the provisions of this bylaw.
- 5.1.5 The sewer shall not be reconnected until the costs in Article 5.1.3 are paid.
- 5.2 Recovery of Costs for Damage to the Public Sewerage System
 - 5.2.1 Where any person contravenes any provision of this bylaw and thereby causes damage to the sewerage system, such person shall be liable to the District for all costs incurred in making repairs or taking remedial action.
 - 5.2.2 If such costs are not paid forthwith after demand, the District may recover the same by action in any court of competent jurisdiction.

SECTION 6 - OFFENCES AND PENALTIES

6.1 Offences

- 6.1.1 Every person who violates any of the provisions of this bylaw or who suffers or permits any act or thing to be done in contravention or in violation of any of the provisions of this bylaw, or who neglects to do or refrains from doing anything required to be done by any of the provisions of this bylaw, or who does any act which violates any of the provisions of this bylaw is guilty of an offence against this bylaw and liable to the penalties hereby imposed.
- 6.1.2 Each day that a violation, contravention or breach is permitted to exist shall constitute a separate offence.

6.2 Penalties

- 6.2.1 Every person who commits an offence against this bylaw is liable to a fine and penalty of not less than \$2,000.00 for each offence, and in default of payment thereof or, in the alternative, to imprisonment for any period not exceeding two months.
- 6.2.2 Every person who commits an offence of a continuing nature is liable to a fine not less than \$50.00 for each day such offence is continued. This bylaw shall come into force and take effect on and after the date of the passing hereof.


READ A FIRST TIME THIS 2nd DAY OF OCTOBER, 1989.

READ A SECOND TIME THIS 2nd DAY OF OCTOBER, 1989.

READ A THIRD TIME THIS 2nd DAY OF OCTOBER, 1989.

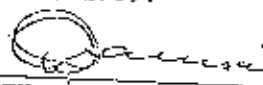
RECONSIDERED AND ADOPTED THIS 28th DAY OF May, 1990.


Chairperson


Secretary

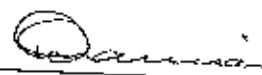
I hereby certify the foregoing to be a true and correct copy of Bylaw No. 402, cited as "Regional District of Central Okanagan Sewer User Regulation Bylaw No. 402, 1989" as read a third time by the Regional Board on the 2nd day of October, 1989.

Dated at Kelowna, B.C. this 5th day of October, 1989.


Secretary

I hereby certify the foregoing to be a true and correct copy of Bylaw No. 402, cited as "Regional District of Central Okanagan Sewer User Regulation Bylaw No. 402, 1989" as adopted by the Regional Board on the 28th day of May, 1990.

Dated at Kelowna, B.C. this 30th day of May, 1990.


Secretary

SCHEDULE 'A'

APPLICATION FOR SEWER SERVICE

Application Date: _____

Legal Description of Lot: _____

Lot # _____ Plan # _____

District Lot # _____

Owner's name _____

Mailing Address _____

Date Service Required _____

Type of Premises to be Served _____

New Service ___ (Check) Connection Fee \$50 plus installation cost

Connection to existing service ___ (Check) Connection Fee \$50

Reconnection ___ (Check) Reconnection Fee \$50

I hereby agree to comply with all requirements and provisions of the "Regional District of Central Okanagan Sewer Use Regulation Bylaw No. 402 1989" and amendments thereto.

Date

Signature of Owner (Agent)

See attached 23

**REGIONAL DISTRICT OF CENTRAL OKANAGAN - WESTBANK BAND
SEWER SERVICES AGREEMENT
SCHEDULE "C"
BAND COUNCIL RESOLUTION**

The Council of the Westbank Band (the "Band") DOES HEREBY RESOLVE AND AGREE to approve of and consent to the terms and conditions of the Sewer Services Agreement (the "Agreement") between the Regional District of Central Okanagan (the "District"), the Band and Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian Affairs and Northern Development (the "Minister"), which agreement is dated for reference September 25, 1992, and

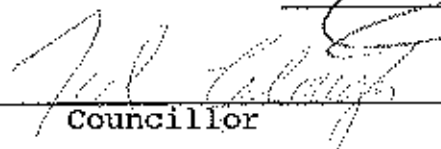
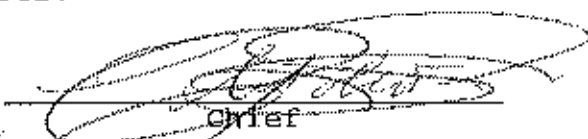

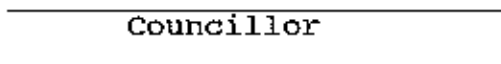

THAT WE FURTHER RESOLVE AND AGREE to execute the Agreement on behalf of the Westbank Band but in so doing, it remains our position that the Minister being a party to the Agreement is unnecessary and contradicts the objectives and principles of aboriginal self-government and the development of relationships of mutual trust and respect between First Nations and other levels of government and has been made necessary only because of the insistence of the District and we agree to enter into a tripartite agreement on the express understanding that doing so shall not set a precedent for future agreements of this nature involving the Westbank Band or any other Band, and

THAT WE FURTHER RESOLVE AND AGREE that in the event that the Band defaults in its obligations to pay the monies due to the District as set out in Articles 4, 5 and 6 of the Agreement, the Minister is hereby authorized, subject only to the terms and conditions of the Agreement, to direct the transfer of the amounts that would otherwise be provided by the Minister to the Band in any calendar year (which the Band Council could pay to the District for the monies then owing) to the District in payment of such monies owing by the Band to the District under the Agreement, and

THAT WE FURTHER RESOLVE AND AGREE that the authority conferred upon the Minister by this Resolution is irrevocable for so long as the Agreement remains in effect.

A quorum for a meeting of the Band Council is three Council members.

Passed at a duly convened meeting of the Council of the Westbank Band held September 25, 1992 at the Boardroom of the Westbank Band Administration Offices.

 _____ Councillor	 _____ Chief	 _____ Councillor
 _____ Councillor		 _____ Councillor