

SQUAMISH INDIAN BAND COUNCIL

BY-LAW NO. 4 1971

A By-law to ratify an Agreement between the Squamish Indian Band Housing Authority and The Corporation of the City of North Vancouver for the provision of certain municipal services to the Easterly One-half of Block 123, District Lot 271, Group 1, New Westminster District, Plan 750, being a portion of Mission I.R. No. 1, North Vancouver, British Columbia

The Squamish Indian Band Council in meeting assembled on the 6th day of July, 1971, pursuant to Sub-Sections (a), (f), (1) and (q) of Section 80 of the Indian Act, R.S.C. 152, Chapter 149, and Amendments thereto, hereby enacts as follows:

1. The Agreement between the Band Housing Authority and The Corporation of the City of North Vancouver dated as of the 1st day of June, 1971, a copy of which is hereto annexed and marked Schedule "A" and which forms an integral part of this By-law is hereby ratified and David Jacobs and Chief Joe Mathias Joe, Squamish Indian Band Councillors and respectively Chairman and Administrator of the Squamish Indian Band Housing Authority, are hereby authorized to sign the Agreement in said form.
2. This By-law may be cited for all purposes as the "Band Housing Authority and City Municipal Services By-law, 1971".
3. This By-law shall come into force and take effect after execution by the parties in accordance with the provisions of Section 81 of the Indian Act, R.S.C. 1952, Chapter 149 and Amendments thereto.

Considered and passed by the Squamish Indian Band Council on the sixth day of July A.D. 1971.

Chief Joe Mathias Joe  
Chief

Jim E. Moody  
Councillor

Sam Baker  
Councillor

Gordon Baker  
Councillor

Clare Kelly  
Councillor

Frank [unclear]  
Councillor

James [unclear]  
Councillor

[unclear]  
Councillor

Chief

Philip Lockett Jr  
Councillor

Thomas Findlay  
Councillor

[unclear]  
Councillor

[unclear]  
Councillor

[unclear]  
Councillor

[unclear]  
Councillor

[unclear]

SCHEDULE "A"

THIS AGREEMENT made as of the 1st day of June  
in the year of Our Lord One Thousand Nine Hundred and Seventy-One,  
in the City of North Vancouver, Province of British Columbia.

BETWEEN:

DAVID JACOBS AND CHIEF JOE MATHIAS JOE, Squamish  
Indian Band Councillors and respectively Chairman  
and Administrator of the Squamish Indian Band  
Housing Authority, a body constituted pursuant to  
the Indian Act, R.S.C. 1952, Chapter 149, and  
Amendments thereto, as Trustees for the Squamish  
Indian Band Housing Authority,

(hereinafter called the "Band Housing Authority")

OF THE FIRST PART

AND:

THE CORPORATION OF THE CITY OF NORTH VANCOUVER,  
209 West Fourth Street, in the City of North  
Vancouver, Province of British Columbia,

(hereinafter called "The City")

OF THE SECOND PART

W H E R E A S:

(a) Pursuant to Section 80 of the Indian Act,  
R.S.C. 1952, Chapter 149, and Amendments thereto, the Squamish  
Indian Band Council is empowered to make by-laws for the purpose  
of, inter alia, local works;

(b) Pursuant to the Indian Act, R.S.C. 1952,  
Chapter 149, and Amendments thereto, the Squamish Indian Band Council  
has by resolution dated June 11, 1968, established the Band Housing  
Authority for the purpose of constructing and administering the  
Band's On-Reserve Housing Program;

(c) The Band Housing Authority represents and warrants  
that it has authority to enter into these presents and to bind the  
Squamish Indian Band with respect to the covenants and matters  
hereinafter contained;

(d) The Band Housing Authority intends to construct  
and operate a housing project of forty-one (41) units on Mission  
Indian Reserve No. 1, North Vancouver, British Columbia, on that site  
more particularly known and described as: the easterly one-half (1/2)  
of Block One Hundred Twenty-three (123), District Lot Two Hundred  
Seventy-one (271), Group One (1), New Westminster District,  
Plan 750, primarily for use by members of the Band;

(e) The Minister of Indian Affairs and Northern Development has approved the said housing program and the construction of the said project;

(f) The said housing project will be constructed in accordance with the standards established under the National Housing Act, R.S.C. 1954, and Amendments thereto and the plumbing, electrical, waterworks regulation, and building by-laws of the City and the Provincial Gas Act and Fire Marshal Act.

(g) It is desirable that the said housing project shall be connected to the storm and sanitary sewer system and the water system of the municipal area and requires the use of garbage, fire and police administration services, and snow clearing on the City streets surrounding the said lands;

(h) The said lands are not assessed for any municipal taxes.

THEREFORE THIS INDENTURE WITNESSETH that in consideration of the mutual covenants hereinafter contained, the parties hereto undertake, covenant and agree as follows:

1. In this agreement:

- (a) Band shall mean the Squamish Indian Band;
- (b) Lands shall mean the lands described in Paragraph (d) of the preamble;
- (c) The project or improvements shall mean the forty-one (41) unit buildings to be constructed on the said lands;
- (d) By-laws of the City shall include all amending and repealing by-laws of the City hereinafter enacted;
- (e) The Band Housing Authority shall include its successor and any other person or persons who operate or control the project;
- (f) Perimeter streets shall mean each street directly contiguous to the said lands on each side of the lands;
- (g) Indian means a person who, pursuant to the Indian Act, R.S.C. 1952, Chapter 149, and Amendments thereto, is registered as an Indian or is entitled to be registered as an Indian.

2. The Band Housing Authority will construct the project and its construction and all alterations and additions thereto shall be done in accordance with the standards established under the plumbing, electrical, waterworks regulation, and building by-laws of the City and in accordance with the standards established under the Provincial Gas Act and Fire Marshal Act.
3. The Band Housing Authority or its contractor will obtain and pay for at the standard rate, building, plumbing, gas and electrical permits from the City and the City shall carry out all inspection normally associated with a project of this type.
4. The sanitary sewer system within the project will be installed and maintained by the Band Housing Authority in accordance with the provisions of Plumbing By-law 3443 and will conform to the standards of the Greater Vancouver Sewerage & Drainage District, subject to Paragraph 22 herein.
5. The Band Housing Authority will pay the actual cost as determined by the City of the said sanitary sewer connection off 4th Street and will deposit the sum of Four Hundred Fifteen (\$415.00) Dollars being the estimated cost of the connection at the time of application.
6. The Band Housing Authority will pay the annual sum of Three Hundred Seventy-five (\$375.00) Dollars being an amount equal to that paid by sewer users in the City, and such amount shall be increased or decreased so as to equalize at all times the amounts with those paid by City users and no sums shall be paid toward capital charges with respect to the said services to be supplied under this Agreement.
7. The storm sewer system within the project will be installed and maintained by the Band Housing Authority in accordance with the provisions of Plumbing By-law 3443, subject to Paragraph 22 herein.
8. The Band Housing Authority will pay the actual cost as determined by the City for a fifteen inch (15") storm sewer connection off Forbes Avenue estimated in the amount of Nine Hundred Eighty (\$980.00) Dollars and the said sum will be deposited with the Engineering Department of the City at the time of application.

9. The Band Housing Authority will pay the actual cost as determined by the City of the water connection at Mahon Avenue estimated in the amount of Seven Hundred Twenty-five (\$725.00) Dollars but this amount may vary depending upon the size of the connecting line.

10. (a) The parties hereto agree that the question of payment for water supplied by the City to the Band will be determined subsequently by interpretation of a surrender made by the Band in December 1910 by which the Band surrendered to the King in the right of the Dominion of Canada a certain parcel of land for use as an extension of 3rd Street in the City in exchange, inter alia, for certain rights to a "liberal allowance of pure water by the City of North Vancouver";

(b) The parties further agree that in the event they do not agree on the interpretation of the said agreement it shall be submitted to the Supreme Court of British Columbia for a Declaratory Judgment as to the rights of the parties under the said agreement;

(c) The parties further agree that in the event the question of payment is not determined prior to the requirement of the project for water, payment at regular rates will be made by the Band Housing Authority until the said question has been determined and in the event it is determined the Band should not pay for water or pay at lesser rates, then any overpayment made hereunder for the project will be reimbursed to the Band Housing Authority on the following basis: Any payments made hereunder shall be placed by the City in a trust account bearing interest and the proceeds of the fund thereby accumulated, including interest thereon, shall be paid to the parties as the said determination decides.

11. The water system within the project will be installed and maintained by the Band Housing Authority in accordance with the provisions of Plumbing By-law 3443 and Waterworks By-law 2607

and it is agreed that the provisions of the said By-laws shall apply to the Band with respect to the said lands and improvements thereon, SUBJECT TO Paragraph 22 herein and SAVE AND EXCEPT as to those portions of said By-laws dealing with rates and tariffs.

12. Within five (5) years of the completion of the housing project, street construction and pavement and installation of curbs, sidewalks and boulevard improvement shall be carried out by the City on the streets contiguous to the whole of Block One Hundred Twenty-three (123), District Lot Two Hundred Seventy-one (271), Group One (1), New Westminster District, Plan 750, and the cost of same shall be shared fifty (50%) per cent by the City and fifty (50%) per cent by the Band Housing Authority. Discussions will be held between the parties to determine the type of boulevard improvement and whether or not sidewalks are required on both sides of the road. Payments by the Band shall, at the option of the Band, be in cash or by payment of Local Improvement Taxes as determined by the City, PROVIDED HOWEVER THAT such payment may be made in such other manner as may at the time be agreed upon by the parties.

13. Where street lighting is installed at any intersection surrounding the lands the same will be paid for in the ratio of twenty-five (25%) per cent by the Band Housing Authority and seventy-five (75%) per cent by the City. Payments by the Band shall, at the option of the Band, be in cash or by payment of Local Improvement Taxes as determined by the City. PROVIDED HOWEVER THAT such payment may be made in such other manner as may at the time be agreed upon by the parties.

14. Where it is agreed between the parties that street lighting is required on the perimeter streets surrounding the lands other than at intersections the cost of construction and operation of same shall be paid for fifty (50%) per cent by the Band Housing Authority and fifty (50%) per cent by the City. Payments by the Band shall, at the option of the Band, be in cash or by payment of Local Improvement Taxes as determined by the City. PROVIDED HOWEVER THAT such payment may be made in such other manner as may at the time be agreed upon by the parties.

15. The Band Housing Authority will make its own arrangements for the collection and disposal of garbage and shall be entitled to have the use of the City's garbage disposal system at a cost of

Four Dollars and Seventy-one Cents (\$4.71) per annum for each inhabitant of the project based on the average number of inhabitants over a full year, and the Band shall utilize a system which creates no unsightliness and is effective and if the City's system is used, the provisions of Garbage By-law No. 1616 shall apply.

16. The City shall provide fire protection to the project to the same extent and in the same manner as it is available to other residents of the City and the Band Housing Authority shall pay the sum of Twelve Dollars and Twelve Cents (\$12.12) per annum for each inhabitant of the project based on the average number of inhabitants over a full year and the project shall be constructed and maintained in accordance with and subject to the provisions of the Fire Marshal Act and Fire Prevention By-law 1970, subject to Paragraph 22 herein.

17. The City will provide snow-clearing services to the perimeter streets surrounding the lands and the Band Housing Authority shall pay the sum of One Dollar and Twenty-seven Cents (\$1.27) per annum for each inhabitant of the project based on the average number of inhabitants over a full year.

18. The City shall provide law enforcement administration facilities and the Band Housing Authority shall pay the sum of One Dollar and Fifty-four Cents (\$1.54) per annum for each inhabitant of the project based on the average number of inhabitants over a full year.

19. With respect to Paragraphs 15, 16, 17 and 18 herein, the amounts to be paid by the Band Housing Authority shall begin to accrue when construction of the project is substantially completed; at the end of each calendar year thereafter the rate shall be adjusted upward in an amount of Five (5%) per cent from the previous year; at the end of each five-year period the City shall make a reassessment of the rate on the basis of the cost to the City and the said reassessed rates shall be used as a base rate for each of the five years following with annual increases of Five (5%) per cent as aforesaid on the reassessed rates. PROVIDED THAT in no case shall the per capita cost to the Band in the said Paragraphs 15, 16, 17 and 18 exceed the per capita cost of the same services to other inhabitants of the City as calculated by dividing the City's population into the cost to the City of providing the service.

20. For the purposes of determining in Paragraphs 15, 16, 17 and 18 herein, the average number of inhabitants, the Band Housing Authority shall provide the City with such written information under the hand of its authorized official as the City shall request from time to time.

21. This agreement and the services to be supplied herein are for the purposes of the project only.

22. For the purpose of this agreement and for ascertaining compliance with its provisions the Council of the City and the Band Housing Authority shall jointly arrange for inspection of the land and premises.

23. In the event and for the period that more than ten (10%) per cent of the housing units in the project are occupied by non-Indian families (not including non-Indian members of Indian families), the rates payable herein to the City for the non-Indian families shall be the same as for other residents of the City; PROVIDED THAT when the ratio of housing units occupied by non-Indian families (not including non-Indian members of Indian families) falls below ten (10%) per cent, this provision shall cease to apply and so on from time to time.

24. In case any disputes arise between the parties hereto in respect of any matter contained in this agreement including its construction, meaning or effect, then every such dispute, difference or question shall be referred to the arbitration of a single arbitrator, if the parties agree upon one, otherwise to three arbitrators, one to be appointed by each party and a third to be chosen by the first two named, the said arbitration to be pursuant to the provisions of the Arbitration Act and the award or determination which will be made shall be final and binding upon the parties hereto, their successors and assigns, but this section shall not apply to Paragraph 10 herein.

25. This agreement shall enure to the benefit of and shall be binding upon not only the parties hereto but their successors, executors, administrators and assigns.



A D D E N D U M

Pursuant to Subsection (2) of Section 28 of the Indian Act, I authorize The Corporation of the City of North Vancouver with the consent of the Council of the Squamish Band of Indians given by resolution dated the 6th day of July, 1971, to occupy or use or otherwise exercise rights on that part of Mission Indian Reserve No. 1 known as the easterly half of Block 123, District Lot 271, Group 1, New Westminster District, Plan 750, in accordance with the terms of an agreement made as of the 1st day of June, A.D. 1971, between David Jacobs and Chief Joe Mathias Joe as Trustees for the Squamish Indian Band Housing Authority and The Corporation of the City of North Vancouver, such authorization to continue for so long as the said agreement remains in full force and effect and no longer.

SIGNED, SEALED AND DELIVERED  
at the City of  
in the Province of  
this            day of  
A.D. 1971, in the presence of:

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Minister of Indian Affairs and  
Northern Development

