

Minister of Indian Affairs
and Northern Development



Ministre des Affaires
indiennes et du Nord canadien

On behalf of the Minister of Indian Affairs and Northern Development,
I HEREBY APPROVE, pursuant to section 83 of the *Indian Act*, the
following by-law made by the Matsqui First Nation, in the Province of
British Columbia, at a meeting held on the 14th day of September, 1993.

**MATSQUI FIRST NATION
BUDGET AND EXPENDITURE BY-LAW - 1992**

Dated at Hull, Quebec

this 50th day of June 1994.


Dan E. Goodleaf
Deputy Minister

MATSQUI FIRST NATION
BUDGET AND EXPENDITURE BY-LAW
- 1992 -

MATSQUI FIRST NATION

BUDGET AND EXPENDITURE BY-LAW - 1992

WHEREAS pursuant to section 83(1) of the Indian Act the Council of a band may make by-laws for the purpose of taxation for local purposes of land, or interests in land in a reserve with respect to any matters rising out of or ancillary to such purpose;

AND WHEREAS the Council of the Matsqui First Nation, (also known as the Matsqui Indian Band) enacted the Matsqui Indian Band Property Taxation By-law (the "Taxation By-law") pursuant to section 83(1) of the Indian Act on February 11, 1992;

AND WHEREAS the Council of the Matsqui First Nation collected \$130,559.83 under the Taxation By-law for the calendar year ending December 31, 1992;

AND WHEREAS the Council of the Matsqui First Nation incurred expenditures totalling \$103,770.27 in administering the Taxation By-law for the calendar year ending December 31, 1992;

WITHOUT PREJUDICE TO THE EXISTING ABORIGINAL RIGHTS OF THE FIRST NATION, BE IT HEREBY RESOLVED that the Chief and Council of the Matsqui First Nation enacts the following By-law pursuant to section 83(1) the Indian Act for the purpose of authorizing the expenditure of revenue raised under the Taxation By-law for the calendar year ending December 31, 1992;

PART 1 - INTERPRETATION

SHORT TITLE

1.1 This By-law may be cited as the Taxation Expenditure By-law - 1992.

DEFINITIONS

2.1 In this By-law:

"administrative costs" include but are not limited to:

1. remuneration of the assessor, collector and any other employees engaged by the First Nation to administer this By-law, the Assessment By-law or the Taxation By-law;
2. remuneration of the members of the Assessment Review Committee and Court of Revision as authorized by the Assessment By-law;
3. legal fees incurred in preparing and defending any challenges to this By-law, the Assessment By-law and the Taxation By-law; and
4. any other costs reasonably incurred by the First Nation in preparing, administering, enforcing and defending this By-law, the Assessment By-law and the Taxation By-law;

"Assessment Review Committee" means the Assessment Review Committee as described in section 35 of the Assessment By-law;

"Assessment By-law" means the Matsqui Indian Band Property Assessment By-law dated February 11, 1992 and any amendments thereto;

"Assessment Services Agreement" means the agreement between the British Columbia Assessment Authority and the First Nation dated February 17, 1992 and March 5, 1992, copies of which is attached as Appendix "A" to this By-law;

"assessor" means assessor as defined in the Assessment By-law;

"Chief and Council"	means the Chief and Council of the First Nation;
"Collector"	means the collector as defined in the Taxation By-law;
"Court of Revision"	means Court of Revision as defined in the Assessment By-law;
"First Nation"	means the Matsqui First Nation, also known as the Matsqui Indian Band which is a band as defined in section 2(1) of the Indian Act;
"fiscal year"	means January 1 of any year to December 31 of the succeeding year;
"holder"	means a holder as defined in the Taxation By-law;
"Indian Act"	means the Indian Act, R.S.C. 1985, c. I-5 and any amendments thereto;
"local government services"	means local services as defined in the Taxation By-law;
"Local Government Services Agreement"	means the agreement between the Township of Langley and the First Nation dated October 22, 1992 and the agreement between the Corporation of the District of Matsqui and the First Nation dated April 15, 1992, copies of which are attached as Appendix "B" to this By-law;
"Minister"	means the Minister of Indian Affairs and Northern Development;
"Municipal Act"	means the Municipal Act, R.S.B.C. 1979, c. 290 and any amendments thereto;
"provincial taxing"	means (i) a municipality, a regional district or an improvement

authority" district as defined in the Municipal Act,

- (ii) the Minister of Finance and Corporate Relations, on behalf of the Province, under the Taxation (Rural Area) Act, or
- (iii) any other local or provincial public authority that is authorized under an enactment to impose real property taxes or receive revenue from real property taxes or collected for it by the Surveyor of Taxes or by a municipality;

"Resolution" means a resolution passed by a majority of the councillors of the First Nation present at a duly convened meeting of the Chief and Council;

"Taxation By-Law" means the Matsqui Indian Band Property Taxation By-law dated February 11, 1992 and any amendments thereto;

"taxation fund" means the account or accounts maintained in the name of the First Nation at a financial institution designated solely for the purpose of depositing moneys raised or received under the Taxation By-law; and

"Taxation (Rural Area) Act" means the Taxation (Rural Area) Act, R.S.B.C. 1979, c. 400 and any amendments thereto.

PART 2 - INVESTMENT AND EXPENDITURE OF TAXATION MONEYS

INVESTMENT OF TAXATION MONEYS

3.1 All revenue raised under the Taxation By-law shall be deposited into the taxation fund.

3.2 All monies deposited into the taxation fund may be invested in

- 3.1.1 securities of Canada or of a province;
- 3.1.2 securities guaranteed for principal and interest by Canada or by a province;
- 3.1.3 investments guaranteed by a chartered bank; or
- 3.1.4 deposits in a savings institution or evidence of membership in a credit union or trust company.

EXPENDITURE OF TAXATION MONEYS

- 4.1 The Chief and Council may, by Resolution or under this By-law, authorize or ratify the expenditure of monies deposited into the taxation fund for the following purposes:
 - 4.1.1 payment of administrative costs incurred by the First Nation in preparing, administering, enforcing and defending this By-law, the Assessment By-law and the Taxation By-law;
 - 4.1.2 where local government services are provided by the First Nation, for payment of the actual costs incurred by the First Nation in providing such local government services;
 - 4.1.3 where an agreement has been entered into with a provincial taxing authority for the provision of local government services, for payment to the provincial taxing authority for the provision of such local government services;
 - 4.1.4 where an agreement has been entered into with the British Columbia Assessment Authority for the provision of assessment services, for payment to the British Columbia Assessment Authority for the provision of such services; and
 - 4.1.5 payment of tax refunds or any other amounts which the First Nation is required to make to holders under the Taxation By-law.

4.2 The Chief and Council hereby ratify the following expenditure of monies made from the taxation fund during the fiscal year ending December 31, 1992:

4.2.1 \$15,192.71 for administrative costs incurred by the First Nation in preparing, administering and enforcing this By-law, the Assessment By-law and the Taxation By-law.

4.2.2 \$5,450.78 paid to the British Columbia Assessment Authority for the provision of assessment services pursuant to the Assessment Services Agreement; and

4.2.3 \$83,126.78 paid to the Township of Langley and Corporation of the District of Matsqui for provision of local government services pursuant to the Local Government Services Agreements.

4.3 The expenditure described in section 4.2.1 to 4.2.3 of this By-law is more particularly itemized in the financial statement attached as Appendix "C" to this By-law.

4.4 No expenditure shall be made out of the taxation fund that

4.4.1 is not authorized or ratified under this By-law;

4.4.2 would result in an expenditure in excess of moneys on deposit in the taxation fund; or

4.4.3 would reduce the balance available in the taxation fund so that it would not be sufficient to meet the commitments chargeable against it.

PART 3 - GENERAL PROVISIONS

TENSE

5.1 Where a provision in this By-law is expressed in the present tense, the provision applies to the circumstances as they arise.

HEADINGS

6.1 The headings contained in this By-law are inserted for convenience of reference only and form no part of this By-law.

PLURAL

7.1 Whenever the singular or masculine is used in this By-law, the same shall be construed as meaning the plural or feminine.

CONFIDENTIALITY

8.1 A person who has custody of or control over information or records under this By-law shall not disclose the information or records to any other person except:

8.1.1 in the course of administering or enforcing this or any other By-law of the First Nation,

8.1.2 in court proceedings relating to this or any other By-law of the First Nation.

DATE IN FORCE

9.1 This By-law is in force from the date of approval by the Minister.

AMENDMENT

10.1 Any section of this By-law may be amended by a by-law of Chief and Council and approved by the Minister.

SEVERABILITY

11.1 A finding by a court that a provision of this By-law is void or invalid shall not affect the validity of the rest of the By-law.

EXTENSION OF TIME

12.1 The Chief and Council may by a Resolution, extend the time within which anything under this By-law is required to be done, and anything done within the extended period of time is as valid as if it had been done within the time provided for by this By-law.

REVOCAATION

13.1 The Matsqui Indian Band Expenditure By-law - 1991 dated September 13th, 1993 and any subsequent amendments thereto are hereby revoked.

This By-law is hereby made and approved at a duly convened meeting of the Chief and Council of the Matsqui First Nation, also known as the Matsqui Indian Band this 14th day of September, 1993.

David A. McKay
Chief

Jean-Julien
Councillor

Councillor

This Agreement made the 17 day of February 1992

BETWEEN: THE BRITISH COLUMBIA ASSESSMENT AUTHORITY
having its head office at 1537 Hillside
Avenue,
in the City of Victoria, Province of British
Columbia,
(hereinafter called the "Authority")
OF THE FIRST PART

AND: THE MATSQUI INDIAN BAND
in the Town of Matsqui, Province of British
Columbia (hereinafter called the "Band") as
represented by the Band's Chief and Council
(hereinafter called the "Band Council")
OF THE SECOND PART

WHEREAS:

- A. The Band has requested that the Authority provide a valuation service to the Band with respect to the residential properties located within the Matsqui Indian Reserve which are listed on Schedule A (hereinafter called the "Residential Properties").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Chief and Band Council agree that the land and improvements of the residential properties on the Reserve shall be valued by the Authority at market value.
2. In this agreement "market value" means the actual value that the land and improvements might reasonably be expected to bring if owned in fee simple, and sold in the open market by a solvent owner on July 1, 1990.

In determining market value the Assessor shall deem the land and improvements to have been on July 1, 1990 in the physical condition that they were in on September 30 1991 and to have had the permitted use on July 1, 1990 which they had on September 30, 1991.

"assessor" means the Assessor of the Langley/Matsqui/Abbotsford Assessment Area, as appointed under the provisions of the Assessment Act, RSBC c. 22.

"parcel" means a lot, block or other area in which real property is held or into which real property is subdivided.

3. The Authority shall provide to the Band by May 1, 1992 a list identifying each of the residential properties with its market value.
4. The Band Council shall pay to the Authority the sum of \$900 (Nine Hundred Dollars) no later than June 1, 1992 for the provision of this listing of residential properties with their market values.
5. The Band agrees that it will not use the information obtained for any purposes other than the Band's own administrative purposes, and will use its best efforts to ensure that no other person uses information from the Authority to harass members of the public or for any other purpose that is contrary to law.
6. The current use of the land and improvements on the Reserve is deemed to be the highest and best use for the purposes of this agreement.
7. The Band agrees that the Assessor, or any other employee of the Authority who has been authorized by the Assessor may, for any purpose relating to valuation, enter into or on and inspect land and improvements of any parcel of residential property on the Reserve. The authority to enter properties for the purpose of valuation is set out in the Band Resolution attached as Schedule "B" to this agreement.

8. The Chief of the Band agrees, on request of the Assessor, to accompany the Assessor, or members of the Assessor's staff, for the purpose of entering into or on and inspecting the residential properties to determine the value of those properties.
9. The Band shall, if requested, provide to the Authority:
 - i) any mapping of the Reserve which is held by or available to the Band;
 - ii) any proposed or finalized land use policies or plans for the Reserve; and
 - iii) any engineering plans as may be required by the Authority to value the properties on the reserve.
10. Nothing in this Agreement shall preclude the Band and the Authority from entering into further contracts for the provision of services, in addition to the valuation services, on a fee for service basis.
11. The Band shall not, directly or indirectly, disclose or use, at any time, either during or subsequent to the term of this Agreement, any information concerning the Authority's processes, methods, formulae, sources of information, contracts, finances, personnel, their duties and capabilities, research plans, and policies and intentions, including the dissemination of any knowledge or information which might prove prejudicial to the Authority.
12. The Band further agrees to indemnify and save harmless the Authority against all actions, proceedings, liability, claims, damages, costs and expenses in relation to and arising out of the provision by the Authority of the values required under this Agreement, except where such action, proceedings, liability or claims arise out of the gross negligence of the Authority.

13. If, at any time during the term of this Agreement, the parties shall deem it necessary or expedient to make any alteration or addition to this Agreement, they may do so by a written Agreement between them which shall have the same force as if it had originally formed part of this Agreement.
14. The invalidity of any provision of this Agreement shall not affect any other provision of it, but the Agreement shall be construed as if the invalid provision had been omitted.
15. All parties agree to do everything necessary to ensure that the terms of this Agreement take effect.
165. All notices, requests, demands or other communications required to be given or made hereunder shall be in writing and shall be deemed to be well and sufficiently given if hand delivered or mailed by registered mail:
- i) if to the Authority addressed to it:

The British Columbia Assessment Authority
c/o Legal and Legislative Affairs
1537 Hillside Avenue
Victoria, B.C.
V8T 4Y2

 - ii) if to the Band addressed to it:

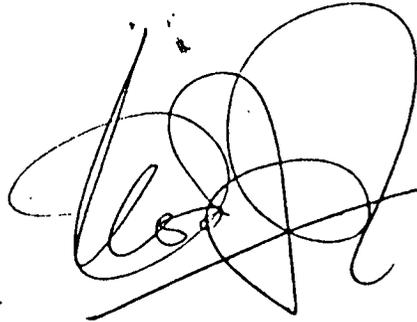
Matsqui Indian Band
P.O. Box 229
31753 Harris Road
RR#1
Matsqui, B.C.
V0K 1S0
Attention: Chief David McKay

Any notice or other communication so given or made shall be conclusively deemed to have been given and received when delivered personally, if delivered personally, or on the second business day next following the date of mailing, if mailing by registered mail, except in the case of the disruption of postal services, then in such event notice shall be delivered personally.

IN WITNESS WHEREOF THE PARTIES hereto have executed this Agreement the day and year first above written.

SIGNED, SEALED and DELIVERED)
by the Assessment Commissioner on)
behalf of the British Columbia)
Assessment Authority in the)
presence of:)

J. Crowe



SIGNED, SEALED and DELIVERED)
on behalf of the ~~Skwamish~~ MATSQWI)
Indian Band by the Chief and)
Councillors in the presence of:)

Donna Maser

Chief ^H David E. McKay

Councillor Michelle Silver

Councillor Jean-Julien

Councillor

Councillor

SCHEDULE "A"

Residential Properties to be Valued

HOUSES:

31611 Harris Rd. Matsqui
31707 Harris Rd. Matsqui
31747 Harris Rd. Matsqui
31727 Harris Rd. Matsqui
31753 Harris Rd. Matsqui
31783 Harris Rd. Matsqui
31851 Harris Rd. Matsqui
31985 Harris Rd. Matsqui
31991 Harris Rd. Matsqui
31964 Flora Lane, Matsqui
31934 Flora Lane, Matsqui
31914 Flora Lane, Matsqui
31927 Flora Lane, Matsqui
31947 Flora Lane, Matsqui
31967 Flora Lane, Matsqui

TRAILERS:

31588 Harris Rd. Matsqui
31657 Harris Rd. Matsqui
31643 Harris Rd. Matsqui
31773 Harris Rd. Matsqui
31963 Harris Rd. Matsqui

SCHEDULE "B"

Matsqui Indian Band Resolution

Authority to Enter Residential Properties
on the Matsqui Indian Reserve

1. The Matsqui Indian Band hereby authorizes the British Columbia Assessment Authority to enter residential properties on the Reserve for valuation purposes.

This Agreement made the 5th day of March, 1992

BETWEEN: THE BRITISH COLUMBIA ASSESSMENT AUTHORITY
having its head office at 1537 Hillside Avenue,
in the City of Victoria, Province of
British Columbia
(hereinafter referred to as the "Authority")
OF THE FIRST PART

AND: THE MATSQUI INDIAN BAND
in the Province of British Columbia
(hereinafter referred to as the "Band")
OF THE SECOND PART

WHEREAS:

- A. The Federal Indian Act RSC 1985, C.I-5, was amended in 1988 to clarify the powers of Bands to levy property taxes on reserve lands, including those portions of reserves that had been conditionally surrendered or designated for development or lease.
- B. On August 3rd 1990, B.C. Regulation 251/90 brought into force the Indian Self Government Enabling Act S.B.C. 1990, c. 52 to assist Indian bands in the implementation of systems of taxation of their reserve lands under Indian land taxation laws.
- C. On October 30, 1990, the Band delivered a notice to the Minister of Native Affairs for the Province of British Columbia (hereinafter called the Minister) in accordance with section 9 of the Act declaring the intention of the Band to enact an Indian land taxation law to impose independent band taxation, without concurrent real property taxation under Provincial law, on the following reserve (hereinafter called the "assessment area"), commencing in calendar year 1991:
- Matsqui Main 2
Matsqui 4
Sahhacum 1
Three Islands 3
- D. On January 7, 1991, the Minister issued a certificate in accordance with section 10 of the Act acknowledging receipt of the Band's notice of their intention to independently impose taxation on their reserve lands.

- E. On September 27, 1991, the Band enacted Indian land assessment and taxation bylaws, in accordance with the notice delivered under section 9 of the Indian Self Government Enabling Act, exempting all persons with interests in real property in the assessment area on and after January 1, 1992, from liability for real property taxes under every Provincial enactment, and making the same persons liable to independent taxation by the Band for their interest in real property in the assessment area.
- F. Section 36 of the Indian Self Government Enabling Act provides that the Assessment Authority may contract with the Band for the purpose of providing assessment services to the Band for the assessment area to which the Indian land taxation law applies.
- G. The band did not proceed with independent taxation of their assessment area for the 1991 taxation year.
- H. The Band has requested that the Authority provide assessment services to the Band with respect to the assessment area for the 1992 - 1996 (inclusive) taxation years.

Now therefore:

In consideration of the terms, exchange of promises, conditions and provisions contained herein, the parties agree as follows:

1. In this Agreement
"assessed value" means the actual value that land and improvements would have had on July 1 had they and all other land and improvements been on July 1 in the physical condition that they are in on September 30 and had their permitted use been on July 1 the same as on September 30;
"assessor" has the meaning set out in the Band's Assessment Bylaw;
"Band's Assessment Bylaw" means the Property Assessment Bylaw enacted by the Band on September 27, 1991 as amended from time to time;
"Band's Taxation Bylaw" means the Property Taxation Bylaw enacted by the Band on September 27, 1991 as amended from time to time;
"Chief" has the meaning set out in the Band's Assessment Bylaw
"Chief and Council" has the meaning set out in the Band's Assessment Bylaw
"Commissioner" means the Assessment Commissioner appointed under the Assessment Authority Act, R.S.B.C. 1979, c. 22.

"**exemption**" shall mean those exemptions set out in section 3 of the Band's Taxation Bylaw;

"**improvements**" has the meaning set out in the Band's Assessment Bylaw;

"**land**" has the meaning set out in the Band's Assessment Bylaw;

"**manufactured home**" means any structure, whether or not ordinarily equipped with wheels, that is designed, constructed or manufactured to be moved from one place to another by being towed or carried, and to provide

- (a) a dwelling house or premises,
- (b) a business office or premises,
- (c) accommodation for any purpose other than those referred to in paragraphs (a) and (b),
- (d) shelter for machinery or other equipment, or
- (e) storage, workshop, repair, construction or manufacturing facilities;

"**net taxable value**" means the assessed value of land or improvements in the assessment area after the application of all applicable exemptions from taxation as set out in the Band's Taxation Bylaw;

"**parcel**" has the meaning set out in the Band's Assessment Bylaw;

"**property**" has the meaning set out in the Band's Assessment Bylaw;

"**September 30**" and **July 1**" mean

- (a) in relation to an assessment roll completed as required by section 17 of the Band's Assessment Bylaw, September 30 and July 1 of the year during which the assessment roll is completed, and
- (b) in relation to a revised assessment roll completed as required by section 17 or section 61 of the Band's Assessment Bylaw, September 30 of the year during which the revised assessment roll is completed, and July 1 of the year immediately before that.

"**taxation year**" is the year in which the taxes are payable.

2. The Authority shall provide to the Band the assessment services (hereinafter called "the services") set out in Schedule "A" to this Agreement.

3. The Band shall:

- i) include in its levy a tax on the net taxable value of all assessed properties in the assessment area to pay for provision of the services (herein called the "taxes levied"). This tax shall be levied for each class of property set out in the Assessment Bylaw, at the same rate as the levy applied for that taxation year by the Authority to properties of the same class in the province for the maintenance of its operating fund;

- ii) where the band requires the Authority to assess non-taxable properties, it shall pay to the Authority the costs to produce those assessments (herein called "other costs"). These other costs shall be the same amount as the taxes which would have been levied on these properties for provision of the assessment services if the properties had been taxable, and shall be payable to the Authority on the same terms and conditions as the taxes levied;
 - iii) collect the taxes levied for provision of services and any other costs; and
 - iv) pay to the Authority the sums levied for provision of the services by the Authority and any other costs no later than the 1st day of October in the taxation year.
4. The Band agrees that the Band will not use information obtained from the Authority for any purpose other than the assessment and taxation of lands and improvements in the assessment area and their own administrative purposes and will use its best efforts to ensure that no other person uses information from the Authority to harass members of the public or for any purpose that is contrary to law.
5. In the event of a failure to pay, when due, the levied sum referred to in paragraph 3, or where the Band breaches one of the provisions of paragraph 4 of this Agreement, the Authority may, give notice of termination of this Agreement to the Band, which notice, notwithstanding any provision herein contained shall be effective upon the date such notice is given and at which time the services shall cease. If the Band does not agree that there has been a breach of paragraph 4 of this Agreement, or in the event of any other disagreement between the parties as to the terms of this agreement, then the Authority and the Band shall
- (a) appoint a mediator acceptable to both parties to mediate the disagreement, or
 - (b) refer the disagreement to an arbitrator, acceptable to both parties, and whose decision shall be binding on the parties.

Notwithstanding anything otherwise stated in this Agreement where the Authority terminates this Agreement due to a breach of provisions of paragraph 4 of this Agreement, or the Band gives notice of termination less than 60 days prior to the date on which the assessment roll is to be provided to the Chief and Council, the Band shall pay the levied sum or the sum which would otherwise have been levied, which sum is referred to in paragraph 3 of this Agreement, to the Authority when due or would have been due.

Subject to the provisions of the immediately preceding paragraphs, this Agreement may be terminated by either party hereto on 60 days notice in writing, one to the other.

Further, if at any time alterations occur to the provincial legislation with respect to property assessment which are substantial in the opinion of the Authority, including but not limited to the introduction of an annual assessment roll, or alterations in the calendar for assessment roll production, the Authority, may in its sole discretion terminate this agreement on 60 days notice in writing to the Band.

Further, unless specifically provided elsewhere in this Agreement, neither the Band nor the Authority, shall be entitled to any compensation, indemnity or damages as a consequence of any termination of this Agreement by the other party.

6. The Authority may at anytime or times enter into an agreement of an identical, similar or different nature with any band of Indians, or any person. The term "person" shall include any association, company, society, municipality and partnership.
7. Notwithstanding any deferment of taxes by the Band, the Band shall pay to the Authority, on the dates the levy would otherwise become due and owing, the amount of the levy which would have been payable for the services with respect to the property for which the taxes have been deferred.
8. Classification of the land and improvements in the assessment area shall be done by the assessor in accordance with the classes of property prescribed by Chief and Council pursuant to section 8 of the Band's Assessment Bylaw.
9. Notwithstanding anything otherwise stated in this Agreement the assessment services do not include the determination of the assessed values for
 - i) highways, or portions of highways,
 - ii) coal or other minerals, or
 - iii) machinery and equipment of properties classified as major industrial.
10.
 - i) The actual value of land classified as farm land shall be determined by the assessor using the rates prescribed by the Commissioner for that purpose and adopted by resolution of the Band attached as Schedule "B" to this Agreement.
 - ii) An owner of land may apply to the Commissioner to have all or part of his land classified as a farm and the application shall be made in the form and manner prescribed by the Commissioner for that purpose and adopted by resolution of the Band attached as Schedule "B" to this agreement.
 - iii) The standards for classification of land as a farm may be prescribed by the Commissioner, which standards shall be adopted by resolution of the Band attached as Schedule "B" to this Agreement.

11. The actual value of
- (1) the pole lines, metallic or fibre optic cables, towers, poles, wires, transformers, conduits, and mains of a telecommunications, trolley coach, bus or electrical power corporation, but not including substations;
 - (2) the track in place of a railway corporation, whether the track is on a public highway, or on a privately owned right-of-way;
 - (3) the pipe lines of a pipe line corporation for the transportation of petroleum, petroleum products, or natural gas, including valves, cleanouts, fastenings, and appurtenances located on the right-of-way, but not including distribution pipelines, pumping equipment, compressor equipment, storage tanks and buildings;
 - (4) the right-of-way for pole lines, cables, towers, poles, wires, transformers, conduits, mains, and pipe lines referred to in subsections (1) and (3);
 - (5) the right-of-way for track referred to in subsection (2)
- shall be determined by the assessor using the rates prescribed by the Commissioner for that purpose and adopted by resolution of the Band attached as Schedule "B" to this Agreement.
12. The actual value of land classified as:
- i) managed forest land
 - ii) unmanaged forest land
- shall be determined by the assessor using the rates prescribed by the Commissioner for that purpose and adopted by resolution of the Band attached as Schedule "B" to this Agreement.
13. Nothing in this Agreement shall preclude the Band and the Authority from entering into further contracts for the provision of services, in addition to those set out in Schedule "A" to this Agreement on a fee for service basis.
14. The Band agrees that the assessor may, subject to the provisions of the Band's Assessment Bylaw or the Band's Taxation Bylaw, for any purpose relating to assessment, enter into or on and inspect land and improvements of any property classification in the assessment area. If the assessor so requests, the Band agrees to provide the assessor with a written authorization enabling the assessor or his staff to enter residential properties for the purposes of assessment.
15. i) It is further agreed between the parties that where the terms of this Agreement are inconsistent with the Band's Assessment Bylaw or the Band's Taxation Bylaw, as amended from time to time, the terms of this Agreement shall govern and be binding upon the parties except in cases where the same may be contrary to law

- or beyond the delegatory or other powers of one or both of the parties.
- ii) Except in the case of inconsistency, this Agreement shall be construed in accordance with the Band's Assessment Bylaw and the Band's Taxation Bylaw.
16. Notwithstanding anything otherwise stated in this Agreement, it is further agreed between the parties that
- i) the Assessor shall not defend, nor shall he be required to defend, the issue of the assessability of manufactured homes within the assessment area or any other jurisdictional issue affecting the Band's right or ability to assess, before the Court of Revision, the Assessment Review Committee, the Federal Court of Canada, or the Supreme Court of Canada,
 - ii) regardless of the outcome of any assessability appeals with respect to manufactured homes or any other jurisdictional issues, the Authority shall be paid, when due, the levied sum set out in paragraph 3 for every assessed property in the assessment Area, and
 - iii) in the case of the defense of any assessment, where it is the opinion of the Assessor that legal counsel is required to adequately defend the assessment, the cost of provision of the legal counsel shall be borne by the Authority. Where it is the opinion of the Assessor that legal counsel is not required to defend an assessment, but the Band wishes legal counsel to be employed, the Band shall bear the costs for the services rendered by such legal counsel.

Whenever an assessment is required to be defended, the case shall be conducted, in all respects, by the Assessor. Without limiting the generality of the foregoing, conduct of the case shall include but not be limited to the appointment, instruction and, unless otherwise provided in this contract, payment of the counsel defending the assessment and shall also include the sole discretion to determine whether a case should be further appealed to or defended before the Assessment Review Committee, the Federal Court of Canada or the Supreme Court of Canada.

17. The Band acknowledges that any information obtained or used by the Authority in helping the Assessor to complete the Assessment Roll (hereafter called the confidential information) is the sole and exclusive property of the Authority. Provided however that such information shall be kept confidential by the Authority and shall not be used without the prior written agreement of the Band for any purpose other than
- i) those related to the performance of the services pursuant to this Agreement

ii) the provision of information respecting properties in the assessment area, which is found on the assessment roll and sales information through on-line access, data advice tapes, and microfiche, to customers or agents of the Authority, or

iii) as may be required by law.

The Authority shall have sole and uncontrolled discretion as to whom and how any of the confidential information can be disseminated, if at all. Without limiting the generality of the foregoing, the release of any of the confidential information to the Band would also be at the sole and uncontrolled discretion of the Authority. This paragraph shall prevail if it is inconsistent with the Band's Assessment Bylaw or the Band's Taxation Bylaw.

Further, the Band shall not, directly or indirectly, disclose or use, at any time, either during or subsequent to the term of this Agreement, any information concerning the Authority's processes, methods, formulae, sources of information, contracts, finances, personnel, their duties and capabilities, research plans, policies and intentions, including the dissemination of any knowledge or information which might prove prejudicial to the Authority.

18. Although the Authority may be unable to do all that is required of an assessor as provided under the Band's Assessment Bylaw the Band is still desirous of the assistance of the Authority.
19. The Band further agrees to indemnify and save harmless the Authority against all actions, proceedings, liability, claims, damages, costs and expenses in relation to and arising out of provision by the Authority of the the assessment services required under this Agreement provided that the Authority acts prudently and without negligence.
20. If, at any time during the term of this Agreement, the parties shall deem it necessary or expedient to make any alteration or addition to this Agreement they may do so by a written Agreement between them which shall have the same force as if it had originally formed part of this Agreement.
21. The invalidity of any provision of this Agreement shall not affect any other provision of it, but the Agreement shall be construed as if the invalid provision had been omitted.
22. Both parties agree to do everything necessary to ensure that the terms of this Agreement take effect.
23. The Band agrees to advise the Assessor of any assignments, transfers, commencements or terminations of leases with respect to any property in the assessment area as soon as possible after the occurrence of the event.

24. All notices, requests, demands or other communications required to be given or made hereunder shall be in writing and shall be deemed to be well and sufficiently given if hand delivered or mailed by registered mail as follows:

i) if to the Band:

Matsqui Band
31753 Harris Road
Box 10
Matsqui, B.C.
VOX 1S0

ii) if to the Authority:

The British Columbia Assessment Authority
Langley/Matsqui/Abbotsford Assessment Area Office
2670A Minter Street
Clearbrook, B.C.
V2T 3K2

Any notice or other communication so given or made shall be conclusively deemed to have been given and received when delivered personally, if delivered personally, or on the second business day next following the date of mailing, if mailing by registered mail, except in the case of the disruption of postal services, then in such event notice shall be delivered.

25. This Agreement shall be for a term of 5 years (hereinafter called the "term") commencing on the 1st day of January, 1992, unless sooner terminated as herein provided. If this Agreement has not been terminated by December 31, 1996 the term of this Agreement, shall upon agreement of the parties, be extended for another year on the same terms and conditions.

IN WITNESS WHEREOF THE PARTIES hereto have executed this Agreement the day and year first above written.

SIGNED, SEALED and DELIVERED by)
the Assessment Commissioner on)
behalf of the British Columbia)
Assessment Authority in the)
presence of:)

R. Steader

[Signature]

SIGNED, SEALED and DELIVERED by)
the Chief and Councillors)
in the presence of:)

Donna Maser

David A. McKay
Chief

Michelle Silver
Councillor

Jean [unclear]
Councillor

Councillor

Councillor

SCHEDULE "A"

Assessment Services

As required by the Band in Accordance with this agreement, the Band's Assessment Bylaw, and the Band's Taxation Bylaw, as amended from time to time, the Authority agrees to create an assessment roll for each odd numbered taxation year, and a revised assessment roll for each even numbered taxation year. More particularly the Authority agrees, as and when required by the Band's Assessment Bylaw to

- 1) provide assessed values for all land and improvements in the assessment area except
 - a) vacant and unoccupied Band land,
 - b) all vacant and unoccupied land held under C.P.,
 - c) real property that is used primarily for educational, cultural, religious, the housing of band members, and for community purposes, except as otherwise prescribed by Chief and Council,
 - d) pollution control installations prescribed by By-law,
 - e) a highway or portion of a highway.
- 2) provide to the Chief and Council of the Band an assessment roll setting out real property being assessed in the assessment area,
- 3) deliver an assessment notice to every person listed in the assessment roll whose real property or interest in real property is assessed. Provided however, the form must be approved by the Band and delivered to the Authority at least 3 weeks prior to the date for delivery of the assessment notices,
- 4) defend, on behalf of the Band, the assessed values as set out in the assessment roll, before the Court of Revision, Assessment Review Committee, the Federal Court of Canada and the Supreme Court of Canada;
- 5)
 - i) provide a final assessment roll,
 - ii) notify each appellant and person affected by an appeal of the decisions of the Court of Revision,
 - iii) correct the assessment roll as directed by the Court of Revision, Assessment Review Committee, Federal Court of Canada or Supreme Court of Canada.
- 6) During the term of the Contract, provide to the Band data advice tapes and other materials provided to other taxing jurisdictions on the same terms and conditions that they are provided to those other taxing jurisdictions.

SCHEDULE "B"

- resolution to be supplied by Band

MATSQUI INDIAN BAND COUNCIL RESOLUTION

DATE APPROVED AT COUNCIL MEETING: FEBRUARY 11, 1992

DISTRICT: VANCOUVER

PROVINCE: BRITISH COLUMBIA

PLACE OF APPROVAL: MATSQUI, B.C.

QUORUM: 2

The Matsqui Indian Band does hereby resolve that:

WHEREAS: on the 13th day of August, 1991, the Matsqui Indian Band passed the Matsqui Indian Band Property Assessment By-law, which was approved by the Minister of Indian Affairs and Northern Development on September 27, 1991;

WHEREAS: section 9 of the said Property Assessment By-law makes provision for valuation for certain purposes to be by rates prescribed by the commissioner and adopted by Band Council Resolution;

WHEREAS: section 10 of the said Property Assessment By-law makes provision for the application, standards, and actual value of farm land to be prescribed by the commissioner and adopted by Band Council Resolution;

WHEREAS: section 11 of the said Property Assessment By-law makes provision for the actual value of managed forest land and unmanaged forest land to be prescribed by the commissioner and adopted by Band Council Resolution;

BE IT HEREBY RESOLVED THAT: the following commissioner's rates are hereby adopted pursuant to section 9 of the Matsqui Indian Band Property Assessment By-law and are attached hereto:

Schedule A: Railway and Pipeline Corporations
Valuation Schedule

Schedule B: Railway, Pipeline and Electric Power
Corporation Rights of Way Valuation
Schedule

BE IT HEREBY RESOLVED THAT: the following commissioner's land values, standards, and applications are hereby adopted pursuant to section 10 of the Matsqui Indian Band Property Assessment By-law and are attached hereto:

- Schedule E: Application for Classification as a Farm
- Schedule F: Land Values for Farm Land
- Schedule G: Standards for the Classification of Land as a Farm

BE IT HEREBY RESOLVED THAT: the following commissioner's land values are hereby adopted pursuant to section 11 of the Matsqui Indian Band Property Assessment By-law and are attached hereto:

- Schedule H: Land and Cut Timber Values

David A. McKay
Chief

Michelle Silver
Councillor

Norm Quilley
Councillor

SCHEDULE A

RAILWAY AND PIPELINE CORPORATIONS VALUATION SCHEDULE

Railway corporations track in place

1. (1) In this section a reference to
 - (a) "Class 1 track" means track in place comprising a trackage system that carries an annual gross tonnage of 25 million tons or more,
 - (b) "Class 2 track" means track in place comprising a trackage system that carries an annual gross tonnage of 15 million tons but under 25 million tons,
 - (c) "Class 3 track" means track in place comprising a trackage system that carries an annual gross tonnage of 5 million tons but under 15 million tons,
 - (d) "Class 4 track" means
 - (i) track in place comprising a trackage system that carries an annual gross tonnage of 500 000 tons but under 5 million gross tons, or
 - (ii) track in place of a siding, spur or wye not classed as Class 5 track,
 - (e) "Class 5 track" means
 - (i) track in place comprising a trackage system of any gauge that carries an annual gross tonnage of under 500 000 tons, or
 - (ii) track in place of a siding, spur or wye associated with a trackage system that carries an annual gross tonnage of under 500 000 tons, or
 - (iii) track in place of a siding, spur or wye which is not in use on September 30 in the year preceding the year for which the assessment roll or revised assessment roll is prepared, was unused for the immediately preceding year, and is not useable in any other trackage system, and
 - (f) "Class 6 track" means track in place comprising a trackage system where the gauge of the track is not more than 90% of that which is standard for trackage systems in Classes 1 to 4.

(2) The actual value of the track in place of a railway corporation shall be determined using the following rates:

- (a) for Class 1 track, \$134 600 for each kilometer;
- (b) for Class 2 track, \$111 100 for each kilometer;
- (c) for Class 3 track, \$75 300 for each kilometer;
- (d) for Class 4 track, \$65 700 for each kilometer;
- (e) for Class 5 track, \$12 700 for each kilometer;
- (f) for Class 6 track, \$51 700 for each kilometer.

Pipeline corporations, pipelines

2. The actual value of pipelines referred to in section 9(A) of the By-Law shall, except where section 3 applies, be determined by applying the rates set out in the Appendix.

Pipeline corporations, special cases

3. (1) Where, in respect of a pipeline referred to in section 9(A) of the By-Law,
- (a) an abandonment certificate has been issued under section 9 of the Pipeline Act, or other certificate acceptable to Chief and Council, and the certificate has been presented to the Commissioner, and
 - (b) the pipeline would, if valued under sections 6 and 7 of the By-Law and in that reference to section 9 of the By-Law, have no value, the actual value of the pipeline shall be determined using a rate of zero.
- (2) Where operations of a pipeline have been suspended for a period of one year or more, 10% of the scheduled rate for the pipe size shall be used.
- (3) Where a pipeline is placed directly on the ground and, except for extraordinary stream or ravine crossings, is without man-made foundations, it shall be valued at 50% of the scheduled rate if
- (a) the length of that section of the pipeline is 20 km or over, and
 - (b) the diameter of the pipe, throughout the section, is not more than 168 mm.

APPENDIX

Outside diameter of Pipe in Milimeters	Rate per Kilometer
	\$ 14,800
Under 76	15,900
76 or more and under 88	19,100
88 or more and under 114	28,600
114 or more and under 141	30,700
141 or more and under 168	35,000
168 or more and under 219	45,600
219 or more and under 273	71,000
273 or more and under 323	108,100
323 or more and under 355	118,700
355 or more and under 406	162,200
406 or more and under 457	236,400
457 or more and under 508	242,700
508 or more and under 558	262,900
558 or more and under 609	337,100
609 or more and under 660	357,200
660 or more and under 711	383,700
711 or more and under 762	403,900
762 or more and under 863	453,700
863 or more and under 914	480,200
914 or more and under 965	567,100
965 or more and under 1016	651,900
1016 or more and under 1066	711,300
1066 or more and under 1219	872,400
1219 or more and under 1422	1,011,200
1422 and more	

SCHEDULE B

RAILWAY, PIPELINE AND ELECTRIC POWER
CORPORATION RIGHTS OF WAY VALUATION SCHEDULE

Interpretation

1. The following definitions apply herein
 "gathering pipelines" means pipelines for the transportation of
 - (a) natural gas from the final point of well-head preparation to the intake-valve at the scrubbing, processing or refining plant, or
 - (b) petroleum or petroleum products from the delivery-valve to the intake-valve at the refining, processing or storage facilities which precede transfer of the oil to a transportation pipeline.

Determination of value

2. The actual value of the right of way for the items in column 1 of the table must be determined using the rates set out opposite them in column 2;

Table

Column 1	Column 2
For the track in place of a railway corporation.....	\$2 410 per acre
For the pipelines of a pipeline corporation other than gathering pipelines.....	\$980 per acre
For the gathering pipelines of a pipeline corporation.....	\$136 per acre
For the transmission lines of an electrical power corporation.....	\$980 per acre
For the fibre optics cables of a telecommunications corporation.....	\$980 per acre

SCHEDULE C

ELECTRICAL POWER CORPORATIONS VALUATION SCHEDULE

Interpretation

1. The following definitions apply herein
 - "circuit kilometer" means one kilometer of electrical transmission or distribution circuitry including all necessary conductors, insulators and supporting structures required to provide a complete circuit or double circuit;
 - "distribution line" means the overhead and underground portion of an electrical power corporation's power line system which carries electric power from the distribution sub-station to those customers served at the secondary voltage of up to 347/600 volts or at a primary voltage of up to 19.9/34.5 kv;
 - "transmission line" means all portions of an electrical power corporation's power line system other than distribution lines.

Electrical power distribution line classification

2. (1) In this section a reference to
 - (a) "Class 1 electric power distribution lines" means the distribution lines of an electrical power corporation in a municipality that has a population, as of the 1981 Census of Canada, of 30 000 persons or greater, and has a parcel density of not less than 0.5 per acre,
 - (b) "Class 2 electric power distribution lines" means the distribution lines of an electrical power corporation in a municipality, other than those referred to in Class 1,
 - (c) "Class 3 electric power distribution lines" means the distribution lines of an electrical power corporation outside a municipality, and
 - (d) "Class 4 electric power distribution lines" means the additional conductors, insulators and supporting structures which have been installed on the towers or poles of a previously constructed line.

- (2) Subject to section 4, the actual value of electrical power distribution lines of an electric power corporation shall be determined using the following rates:
- (a) Class 1, \$26 587 per circuit kilometer;
 - (b) Class 2, \$19 196 per circuit kilometer;
 - (c) Class 3, \$14 125 per circuit kilometer;
 - (d) Class 4, \$4 867 per circuit kilometer.

Electrical power transmission
line classifications

3. (1) In this section a reference to
- (a) "Class 1" means an electrical transmission line rated at 69 kilovolts or less,
 - (b) "Class 2" means an electrical transmission line utilizing wood or concrete poles and rated from 132 to 138 kilovolts,
 - (c) "Class 3" means an electrical transmission line with a rating of 230 kilovolts and having heavy duty double circuits and metal poles,
 - (d) "Class 4" means an electrical transmission line with a rating of 230 kilovolts and having double circuits and metal poles,
 - (e) "Class 5" means an electrical transmission line with a rating of 230 kilovolts and having heavy duty double circuits and metal towers,
 - (f) "Class 6" means an electrical transmission line with a rating of 230 kilovolts and having double circuits and metal towers,
 - (g) "Class 7" means an electrical transmission line with a rating of 230 kilovolts and having wood or concrete poles,
 - (h) "Class 8" means an electrical transmission line with ratings from 287 to 360 kilovolts having a single circuit and wood or concrete poles,
 - (i) "Class 9" means an electrical transmission line with ratings from 230 to 360 kilovolts having a single circuit and metal towers,
 - (j) "Class 10" means an electrical transmission line with a rating of 500 kilovolts and having metal towers,
 - (k) "Class 11" means submarine electrical transmission line with a rating of 500 kilovolts A.C.,
 - (l) "Class 12" means submarine electrical transmission line with a rating of 230 kilovolts D.C., and
 - (m) "Class 13" means submarine electrical transmission line with a rating from 132 kilovolts to 138 kilovolts A.C.

(2) Subject to section 4, the actual value of electrical power transmission lines of an electric power corporation shall be determined using the following rates:

- (a) Class 1, \$31 971 per circuit kilometer;
- (b) Class 2, \$40 460 per circuit kilometer;
- (c) Class 3, \$798 488 per circuit kilometer;
- (d) Class 4, \$453 356 per circuit kilometer;
- (e) Class 5, \$477 568 per circuit kilometer;
- (f) Class 6, \$315 803 per circuit kilometer;
- (g) Class 7, \$59 587 per circuit kilometer;
- (h) Class 8, \$70 166 per circuit kilometer;
- (i) Class 9, \$212 560 per circuit kilometer;
- (j) Class 10, \$280 359 per circuit kilometer;
- (k) Class 11, \$6 887 564 per circuit kilometer;
- (l) Class 12, \$168 544 per circuit kilometer;
- (m) Class 13, \$526 455 per circuit kilometer.

Electrical power corporation
special cases

4. Where, in respect to an electrical power transmission line or an electrical power distribution line which remains in place but for any reason has not been utilized for a period of one year or more, the actual value shall be determined by applying 10% of the rate prescribed for its class.

H

SCHEDULE D

TELEPHONE AND TELEGRAPH
CORPORATIONS VALUATION SCHEDULE

Interpretation

1. The following definitions apply herein

"access line" means an individual capacity line circuit including associated cables, towers, poles and wires directly connecting a subscriber with a central telephone office;

"fibre optics cable" means the portion of a fibre optics system between a transmitting and receiving unit and the next transmitting and receiving unit in that system, but does not include an access line;

"fibre optics system" means a system of cables together with the lines, towers, poles and wires associated with those cables used for communications by means of light guide, optical wave guide or other fibre optic technology;

"September 30" means September 30 in the year preceding the year for which the assessment roll or revised assessment roll is completed.

Telephone corporation pole lines, etc.

2. The actual value of the pole lines, cables, towers, poles and wires of a telephone corporation shall be determined using the rate of \$373 per access line.

Fibre optics cable

3. (1) In this section

- (a) "Class 1 fibre optics cable" means a cable for which less than 25% of the capital expenditure to complete the cable has been expended by September 30,
- (b) "Class 2 fibre optics cable" means a cable for which 25 to 49% of the capital expenditure to complete the cable has been expended by September 30,
- (c) "Class 3 fibre optics cable" means a cable for which 50 to 74% of the capital expenditure to complete the cable has been expended by September 30,
- (d) "Class 4 fibre optics cable" means a cable for which 75

- to 99% of the capital expenditure to complete the cable has been expended by September 30, and
- (e) "Class 5 fibre optics cable" means a complete fibre optics cable on September 30.

- (2) The actual value of a fibre optics cable shall be determined using the following rates:
- (a) for "Class 1 fibre optics cable",
- (i) \$15 200 per kilometer if
 - (A) the cable is encased in a conduit,
 - (B) the average depth of the conduit in the system is more than 3 feet, and
 - (C) 80% or more of the cable is installed below ground level,
 - (ii) \$2 550 per kilometer if the cable
 - (A) is not encased in a conduit, and
 - (B) is installed below ground level at an average depth in the system of less than 5 feet,
 - (iii) \$1 650 per kilometer if 80% or more of the cable is installed at or above ground level, and
 - (iv) \$8 450 per kilometer, in any other case;
- (b) for "Class 2 fibre optics cable",
- (i) \$45 050 per kilometer if
 - (A) the cable is encased in a conduit,
 - (B) the average depth of the conduit in the system is more than 3 feet, and
 - (C) 80% or more of the cable is installed below ground level,
 - (ii) \$7 550 per kilometer if the cable
 - (A) is not encased in a conduit, and
 - (B) is installed below ground level at an average depth in the system of less than 5 feet,
 - (iii) \$4 900 per kilometer if 80% or more of the cable is installed at or above ground level, and
 - (iv) \$24 950 per kilometer, in any other case;
- (c) for "Class 3 fibre optics cable",
- (i) \$75 500 per kilometer if
 - (A) the cable is encased in a conduit,
 - (B) the average depth of the conduit in the system is more than 3 feet, and
 - (C) 80% or more of the cable is installed below ground level,
 - (ii) \$12 650 per kilometer if the cable
 - (A) is not encased in a conduit, and
 - (B) is installed below ground level at an average depth in the system of less than 5 feet,
 - (iii) \$8 200 per kilometer if 80% or more of the cable is installed at or above ground level, and
 - (iv) \$41 850 per kilometer, in any other case;
- (d) for "Class 4 fibre optics cable",
- (i) \$106 000 per kilometer if
 - (A) the cable is encased in a conduit,

- (B) the average depth of the conduit in the system is more than 3 feet, and
- (C) 80% or more of the cable is installed below ground level,
- (ii) \$17 750 per kilometer if the cable
 - (A) is not encased in a conduit, and
 - (B) is installed below ground level at an average depth in the system of less than 5 feet,
- (iii) \$11 500 per kilometer if 80% or more of the cable is installed at or above ground level, and
- (iv) \$58 750 per kilometer, in any other case;
- (e) for "Class 5 fibre optics cable",
 - (i) \$121 750 per kilometer if
 - (A) the cable is encased in a conduit,
 - (B) the average depth of the conduit in the system is more than 3 feet, and
 - (C) 80% or more of the cable is installed below ground level,
 - (ii) \$20 400 per kilometer if the cable
 - (A) is not encased in a conduit, and
 - (B) is installed below ground level at an average depth in the system of less than 5 feet,
 - (iii) \$13 200 per kilometer if 80% or more of the cable is installed at or above ground level, and
 - (iv) \$67 500 per kilometer, in any other case.

Telegraph corporations, pole lines, etc.

4. The actual value of the pole lines, cables, towers, poles and wires of a telegraph corporation, which are not fibre optics cables shall be determined at the rate of \$1 500 per kilometer.

Telecommunications corporation, metallic cable

5. The actual value of the metallic cable of a telecommunications corporation shall be determined using the following rates:
- (a) \$32 950 per kilometer, for cable below ground;
 - (b) \$19 000 per kilometer, for submarine cable.

Rate for abandoned telecommunications cable

6. Despite sections 3 and 5, the rate used to determine the actual value of a fibre optic or metallic cable of a telecommunications corporation referred to in section 9 (A) of the By-Law shall be reduced to zero if
- (a) a senior executive of the corporation gives the commissioner a letter certifying that the cable has not been used by the corporation for at least one year, and
 - (b) the actual value of the cable, as a telecommunications cable, would be zero, if that value were determined under sections 6 and 7 of the By-Law instead of section 9.

SCHEDULE E

APPLICATION FOR CLASSIFICATION AS A FARM

Form of application

1. An application by an owner of land under section 10 of the By-Law to have all or part of his land classified as a farm under section 3 of "Standards for the Classification of Land as a Farm" shall be in the attached form entitled "Application for Farm Classification", and
2. An application by an owner of land under section 10 of the By-Law to have all or part of his land classified as a farm under section 7 of "Standards for the Classification of Land as a Farm" shall be in the attached form entitled "Farm Classification - Application Requiring Farm Development Plan under section 7 of the 'Standards for the Classification of Land as a Farm'".

ROLL NO. _____

APPLICATION FOR FARM CLASSIFICATION

1. OWNERS NAME AND ADDRESS _____

2. TYPE OF FARMING OPERATION _____

3. IF ADDING TO AN EXISTING FARM UNIT, DESCRIBE LANDS ALREADY IN FARM CLASS
(either Legal Description or Assessment Roll No.(s)) _____

PLEASE RETURN THIS APPLICATION TO:	ASSESSOR USE:

4. STATE UNITS OF MEASURE USED THROUGHOUT THIS APPLICATION:
check either IMPERIAL eg. acres, pounds, tons etc.
or METRIC eg. hectares, kilograms, tonnes etc.

5. LANDS UNDER THIS APPLICATION

	ASSESSMENT ROLL NUMBER(S)	BRIEF LEGAL DESCRIPTION	TOTAL AREA	O-OWNED OR L-LEASED
a.				
b.				
c.				
d.				
e.				

NOTE: if all or part of above property is leased, attach a copy of the lease.

6 PRESENT LANDS

ASSESSMENT ROLL NUMBER(S)	AREA CULTIVATED	AREA PERMANENT PASTURE	AREA ROUGH CLEARED	AREA UNIMPROVED	AREA WASTELAND
a.					
b.					
c.					
d.					
e.					

THERE ARE _____ ACRES / HECTARES IRRIGATED

THERE ARE _____ ACRES / HECTARES FENCED

7. FURTHER EXPLANATION, IF NEEDED, OF THE LANDS UNDER APPLICATION:

8. PRESENT PRODUCTION of Farm Products
For the 12 month period from _____ day/month/year to _____ day/month/year

CROP AND HORTICULTURE PRODUCTION

TYPE	AREA PLANTED	QTY. PRODUCED	QTY. MARKETED	INCOME FROM MARKETED PRODUCT	PRODUCTS HELD FOR SALE EST. VALUE
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

LIVESTOCK AND ANIMAL PRODUCTS PRODUCTION including horse breeding
NOTE: If born on farm, weight and cost not required

TYPE	PURCHASES or ON FARM BIRTHS			
	NO.	DATE	WEIGHT	COST
				\$
				\$
				\$
				\$
				\$

NO.	DATE	WEIGHT	MARKETED PRODUCTION		PRODUCTS HELD FOR SALE EST. VALUE
			REC'D	NET	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	

POULTRY AND EGG PRODUCTION

TYPE	QTY. PRODUCED	QTY. MARKETED	INCOME FROM MARKETED PRODUCT	PRODUCTS HELD FOR SALE EST. VALUE
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

AQUICULTURE AND OTHER FARM PRODUCTION

TYPE	AREA IN PROD'N	QTY. PRODUCED	QTY. MARKETED	INCOME FROM MARKETED PRODUCT	PRODUCTS HELD FOR SALE EST. VALUE
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

TOTAL INCOME FROM MARKETED PRODUCTION IS \$ (A)
 TOTAL ESTIMATED VALUE OF PRODUCTS HELD FOR SALE IS \$ (B)
 TOTAL INCOME \$ (A&B)

9. IS YOUR PRESENT FARM OPERATED UNDER A QUOTA SYSTEM? YES NO
- DOES YOUR PRESENT FARMING OPERATION COME UNDER THE FOLLOWING PROGRAMS?
- 1. British Columbia Crop Insurance Act YES NO
 - 2. Farm Income Assurance Act YES NO

10. PLANNED PRODUCTION FOR THE FOLLOWING YEAR:

11. FOR LIVESTOCK, GREENHOUSE, POULTRY AND MUSHROOM OPERATIONS, GIVE DETAILS OF BUILDINGS, STRUCTURES AND FENCES COMPLETED.

12. IN THE CASE OF AQUICULTURE AND CROPS THAT REQUIRE 2 OR MORE YEARS TO ESTABLISH BEFORE PRODUCTION CAN OCCUR, PROVIDE DETAILS BELOW.
 If necessary, additional remarks in support of this Application should be attached on extra sheets.

CRS STOCKED					
TYPE	AREA	YIELD	DATE		
				S	S
				S	S
				S	S
				S	S
				S	S

13. FARM SITE PLAN

OWNERS CERTIFICATION

In the case of livestock operations, all buildings, structures and fencing are completed for livestock containment, the required livestock are purchased or present, and I certify that the operation will meet the requirements of Standards for the Classification of Land as a Farm, section 3; subsection (1) (a) or (b) next year.

Signature _____

In the case of greenhouse, mushroom and poultry operations, the buildings and structures are completed and I certify that the operation will meet the requirements of Standards for the Classification of Land as a Farm, section 3, subsection (1) (a) or (b) next year.

Signature _____

I hereby certify that the information given in this application and in any documents attached is true and correct to the best of my knowledge.

OWNER'S SIGNATURE _____ DATE _____ PHONE NO. _____

FARM CLASSIFICATION

1. OWNERS NAME AND ADDRESS _____

2. TYPE OF FARMING OPERATION _____

3. STATE UNITS OF MEASURE USED THROUGHOUT THIS APPLICATION:
 check either IMPERIAL eg. acres, pounds, tons etc.
 or METRIC eg. hectares, kilograms, tonnes etc.

4. LANDS UNDER THIS APPLICATION

	ASSESSMENT ROLL NUMBER(S)	BRIEF LEGAL DESCRIPTION	TOTAL AREA	O-OWNED OR L-LEASED
a.				
b.				
c.				
d.				
e.				

NOTE: if all or part of above property is leased, attach a copy of the lease.

5. PRESENT LAND INVENTORY of above lands

	ASSESSMENT ROLL NUMBER(S)	AREA CULTIVATED	AREA PERMANENT PASTURE	AREA ROUGH CLEARED	AREA UNIMPROVED	AREA WASTELAND
a.						
b.						
c.						
d.						
e.						

THERE ARE _____ ACRES / HECTARES IRRIGATED
 THERE ARE _____ ACRES / HECTARES FENCED

PLEASE RETURN THIS APPLICATION TO THE ASSESSMENT COMMISSIONER C/O:	ASSESSOR USE:

6. PRESENT BUILDINGS, LIVESTOCK, MACHINERY AND OTHER FARM IMPROVEMENTS
 Completed or in place as of the date of this application.
 Attach extra sheets if necessary.

a. BUILDINGS AND STRUCTURES
 (excluding any dwelling)

TYPE	SIZE	\$ VALUE
		\$
		\$
		\$
		\$

b. LIVESTOCK

TYPE	NUMBER	\$ VALUE
	4	\$
		\$
		\$

c. MACHINERY AND EQUIPMENT

TYPE	SIZE	\$ VALUE
		\$
		\$
		\$
		\$
		\$

d. OTHER FARM IMPROVEMENTS OR DEVELOPMENTS THAT HAVE BEEN COMPLETED

TYPE	NUMBER	\$ VALUE
		\$
		\$
		\$
		\$
		\$

7. PRESENT PRODUCTION of Farm Products
 For the 12 month period from _____ day/month/year to _____ day/month/year

CROP AND HORTICULTURE PRODUCTION

TYPE	AREA PLANTED	QTY. PRODUCED	QTY. MARKETED	INCOME FROM MARKETED PRODUCT	PRODUCTS HELD FOR SALE EST. VALUE
				\$	\$
				\$	\$
				\$	\$
				\$	\$

LIVESTOCK AND ANIMAL PRODUCTS PRODUCTION including horse breeding
 NOTE: if born on farm, weight and cost not required.

TYPE	PURCHASES or ON FARM BIRTHS				MARKETED PRODUCTION					PRODUCTS HELD FOR SALE EST. VALUE
	NO.	DATE	WEIGHT	COST	NO.	DATE	WEIGHT	REC'D	NET	
				\$				\$	\$	
				\$				\$	\$	
				\$				\$	\$	
				\$				\$	\$	
				\$				\$	\$	

POULTRY AND EGG PRODUCTION

Flock size _____ H

TYPE	QTY. PRODUCED	QTY. MARKETED	INCOME FROM MARKETED PRODUCT	PRODUCTS HELD FOR SALE EST. VALUE
			\$	\$
			\$	\$
			\$	\$
			\$	\$

AQUICULTURE AND OTHER FARM PRODUCTION

TYPE	AREA IN PROD'N	QTY. PRODUCED	QTY. MARKETED	INCOME FROM MARKETED PRODUCT	PRODUCTS HELD FOR SALE EST. VALUE
				\$	\$
				\$	\$
				\$	\$
				\$	\$

TOTAL INCOME FROM MARKETED PRODUCTION IS \$ (A)
 TOTAL ESTIMATED VALUE OF PRODUCTS HELD FOR SALE IS \$ (B)
 TOTAL INCOME \$ (A&B)

3 DEVELOPMENT
 Classification of Land as a Farm

a LAND BASE — Clearing, Ditching, Draining, Irrigation, Cultivating etc. to be done.

ASSESSMENT ROLL NO.	KIND	AREA	DEVELOPMENT COSTS			DATE OF DEVELOPMENT	
			OWNER	CONTRACT	TOTAL	START	COMPLETION
			\$	\$	\$		
			\$	\$	\$		
			\$	\$	\$		
			\$	\$	\$		

b. BUILDINGS AND STRUCTURAL IMPROVEMENTS (excluding any dwelling) TO BE MADE

TYPE PROPOSED	USE	SIZE	CONSTRUCTION COSTS			DATE OF CONSTRUCTION	
			OWNER	CONTRACT	TOTAL	START	COMPLETION
			\$	\$	\$		
			\$	\$	\$		
			\$	\$	\$		
			\$	\$	\$		

c. MACHINERY AND EQUIPMENT TO BE PURCHASED

TYPE	USE	COST	PROPOSED DATE OF PURCHASE
		\$	
		\$	

TYPE	USE	COST	PROPOSED DATE OF PURCHASE
		\$	
		\$	

9. PLANNED PRODUCTION OF FARM PRODUCTS

For the 12 month period from _____ day/month/year to _____ day/month/year

PLANNED CROP AND HORTICULTURE PRODUCTION

TYPE	AREA	PLANNED DATE OF PLANTING	YIELD	ESTIMATED PRODUCTION	PLANNED DATE OF SALE	PROJECTED SALES
						\$
						\$
						\$
						\$

PLANNED LIVESTOCK AND ANIMAL PRODUCTS PRODUCTION including horse breeding

TYPE	PLANNED PURCHASES or ON FARM BIRTHS		NUMBER OR QTY. PRODUCED	UNIT VALUE	PLANNED DATE OF SALE	PROJECTED SALES
	NO.	DATE				
				\$		\$
				\$		\$
				\$		\$
				\$		\$

PLANNED POULTRY AND EGG PRODUCTION Flock size _____

TYPE	PLANNED PURCHASES		NUMBER OR QTY. PRODUCED	UNIT VALUE	PLANNED DATE OF SALE	PROJECTED SALES
	NO.	DATE				
				\$		\$
				\$		\$
				\$		\$
				\$		\$

PLANNED AQUICULTURE AND OTHER FARM PRODUCTION

TYPE	PLANNED PURCHASES		NUMBER OR QTY. PRODUCED	UNIT VALUE	PLANNED DATE OF SALE	PROJECTED SALES
	NO.	DATE				
				\$		\$
				\$		\$
				\$		\$
				\$		\$

YEAR 1	YEAR 2	YEAR 3
19----	19----	19----	19----	19----

11 FARM SITE PLAN

12. ADDITIONAL REMARKS IN SUPPORT OF THIS APPLICATION

OWNERS CERTIFICATION

I will meet the requirements of section 3 (1) of the Farm Standards by

_____ day / month / year

I hereby certify that the information given in this application and in any documents attached is true and correct to the best of my knowledge.

OWNERS SIGNATURE _____ DATE _____ PHONE NO. _____

SCHEDULE F

LAND VALUES FOR FARM LAND

1. The attached land value schedules are prescribed for use by assessors on and after September 30, 1984 in determining the actual value of land as a farm.

SCHEDULES

In these schedules,

- (a) where the land use indicated is "orchards-vineyards", land is rated by number according to the productivity of the soil type for tree fruits, on a scale of 0 - 100 with 100 being the highest degree of productivity;
- (b) where the land use is other than "orchards-vineyards", land is rated according to a number appearing in a "land capability" or "soil capability" column, and the numbers 1 to 7 in either of those columns refer respectively to soil capability classes 1 to 7 of the "Soil Capability Classification for Agriculture" contained in The Canada Land Inventory Report No. 2 - 1965 published by the Department of Regional Economic Expansion (Canada), which soil capability classes may be summarized as follows:
 - Class 1 - Soils with no significant limitations in use for crops;
 - Class 2 - Soils with moderate limitations that restrict the range of crops or require moderate conservation practices;
 - Class 3 - Soils with moderately severe limitations that restrict the range of crops or require special conservation practices;
 - Class 4 - Soils with severe limitations that restrict the range of crops or require special conservation practices or both;
 - Class 5 - Soils with very severe limitations that restrict their capability to producing perennial forage crops, and improvement practices are feasible;
 - Class 6 - Soils capable only of producing perennial forage crops, and improvement practices are not feasible;
 - Class 7 - Soils with no capability for arable culture or permanent pasture; and the numbers 8 and 9 refer respectively to land comprising the

farmstead curtilage and land comprising an oil
or gas well site area situate on farm land;
and

- (c) the "rate code" or "rating" column is for office use
only.

LAND VALUES FOR FARM LAND

FARM LAND VALUATION SCHEDULE 13-2

ASSESSMENT AREA: (13) Dewdney-Alouette

Land Use LAND CAPABILITY	1		2		3		4		5		6		7		8	
	CULTIVABLE \$ PER ACRE	RATE CODE	SPECIAL CROP IRRIGATED CROP \$ PER ACRE	RATE CODE	ROUGH CLEARED ROUGH PASTURE \$ PER ACRE	RATE CODE	PERMANENT PASTURE \$ PER ACRE	RATE CODE	UNIMPROVED \$ PER ACRE	RATE CODE	\$ PER ACRE	RATE CODE	\$ PER ACRE	RATE CODE	\$ PER ACRE	RATE CODE
1																
2	3,390	9112	4,233	9122	1,860	9132			880	9152						
3	2,710	9113	3,385	9123	1,490	9133			700	9153						
4	1,900	9114	2,375	9124			1,040	9144	490	9154						
5	1,570	9115					790	9145	410	9155						
6	WASTE								15	9156						
7	WASTE								15	9157						
8 Farmed	3,390	9118														

Infile
Moose Island
Dewdney

Farm land values to be applied to lands within
the Fraser River Flood Plain

LAND VALUES FOR FARM LAND

FARM LAND VALUATION SCHEDULE 16 - 1

ASSESSMENT AREA (16) Chilliwack

Land Use	1		2		3		4		5		6		7		8	
	CULTIVABLE \$ PER ACRE	RATE CODE	SPECIAL CROP IRRIGATED CROP \$ PER ACRE	RATE CODE	ROUGH CLEANED ROUGH PASTURE \$ PER ACRE	RATE CODE	PERMANENT PASTURE \$ PER ACRE	RATE CODE	UNIMPROVED \$ PER ACRE	RATE CODE	\$ PER ACRE	RATE CODE	\$ PER ACRE	RATE CODE	\$ PER ACRE	RATE CODE
1	4,280	9011			2,350	9031			1,110	9051						
2	3,970	9012			1,960	9032			930	9052						
3	2,850	9013	4,280	9023	1,560	9033			740	9053						
4	2,000	9014	3,990	9024			1,100	9044	520	9054						
5	1,660	9015					830	9045	430	9055						
6	WASTE								15	9056						
7	WASTE								15	9057						
R Farmstead	4,280	9018														

Chilliwack Lowlands - Fraser River Flood Plain

LAND VALUES FOR FARM LAND

FARM LAND VALUATION SCHEDULE 15-1

ASSESSMENT AREA: (15) Langley-Matsqui-Abbotsford

Land Use	1		2		3		4		5		6		7		8	
LAND CAPABILITY	CULTIVATABLE \$/ PER ACRE	RATE CODE	SPECIAL CROP IRRIGATED CROP \$/ PER ACRE	RATE CODE	ROUGH CLEARED ROUGH PASTURE \$/ PER ACRE	RATE CODE	PERMANENT PASTURE \$/ PER ACRE	RATE CODE	UNIMPROVED \$/ PER ACRE	RATE CODE	\$/ PER ACRE	RATE CODE	\$/ PER ACRE	RATE CODE	\$/ PER ACRE	RATE CODE
1																
2	3,450	9012			1,900	9032			900	9052						
3	2,760	9013	4,000	9023	1,320	9033			320	9053						
4	1,930	9014	4,000	9024			1,060	9044	500	9054						
5	1,600	9015					800	9045	420	9055						
6	WASTE								15	9056						
7	WASTE								15	9057						
8	3,450	9018														

Langley Islands - Highland in Langley Municipality

LAND VALUES FOR FARM LAND

FARM LAND VALUATION SCHEDULE 15-6

ASSESSMENT AREA: (15) Langley-Matsqui-Abbotsford

Land Use LAND CAPABILITY	1		2		3		4		5		6		7		8	
	CULTIVABLE \$/ PER ACRE	RATE CODE	SPECIAL CROP IRRIGATED CROP \$/ PER ACRE	RATE CODE	ROUGH CLEARED ROUGH PASTURE \$/ PER ACRE	RATE CODE	PERMANENT PASTURE \$/ PER ACRE	RATE CODE	UNIMPROVED \$/ PER ACRE	RATE CODE	\$/ PER ACRE	RATE CODE	\$/ PER ACRE	RATE CODE	\$/ PER ACRE	RATE CODE
1																
2	3,360	9512			1,850	9532			870	9552						
3	2,690	9513	3,840	9523	1,480	9533			700	9553						
4	1,800	9514	3,840	9524			1,040	9544	470	9554						
5	1,500	9515					780	9545	410	9555						
6	WASTE								15	9556						
7	WASTE								15	9557						
8 Farmstead	3,360	9518														

Matsqui Diking within the Municipality of Matsqui

SCHEDULE G

STANDARDS FOR THE CLASSIFICATION OF
LAND AS A FARM

Interpretation

1. (1) The following definitions apply herein
 - "breeding of horses for sale" means that part of an operation directly involved with horse breeding and raising, but does not include an equestrian centre, the boarding of horses, or training of horses or pleasure horse riding operations;
 - "farm gate price" means the price actually received by the producer from the sales of primary agricultural production as evidenced by receipts for those sales or, in the absence of receipts, the appropriate local price or prices shown in the farm price guide issued by the Commissioner as prepared from statistical information supplied by the Ministry of Agriculture and Fisheries and local sources;
 - "feedlot" means an area of land used for livestock fattening or finishing for market;
 - "livestock raising" means the breeding or raising of livestock, including fallow deer and bison, for food for human consumption or the breeding of horses for sale;
 - "primary agricultural production" means livestock raising, poultry raising, egg production, dairying, horticulture, apiculture, aquiculture, fur farming, plantation culture of Christmas trees, seed production, sod farming, forest seed orchards and nurseries or wool production and includes the growing or raising of an agricultural crop for food for human or animal consumption, but does not include those manufactured derivatives produced from agricultural raw materials;
 - "July 1" means July 1 in the year preceding the year for which the assessment roll is prepared;
 - "unrealized value" means,
 - (a) in relation to primary agricultural production other than livestock raising, the value of the products of primary agricultural production that have been produced on the land in the 12 month period ending July 1 that have not been sold but are available and offered for sale or held for sale the following year, or

- (b) in relation to livestock raising, where the livestock have been raised on the land in the 12 month period ending July 1 and have not been sold but are available and offered for sale or held for sale the following year,
 - (i) the increase in value attributable to weight gain of livestock raised for sale for food for human consumption,
 - (ii) the value of horses born and raised for sale, or
 - (iii) the value of livestock born and raised for sale for food for human consumption.
- (2) Notwithstanding the definition of "livestock raising", land used for livestock raising in 1978 that was classified as a farm for 1979 shall continue to be classified as a farm as long as
 - (a) the use of the land for the purpose continues,
 - (b) the land remains in the same ownership, and
 - (c) the land meets the requirements of this By-law in all other respects.

Classification of land as a farm

- 2. (1) In order for land to be classified as a farm, the application made under section 10 of the By-Law must be submitted prior to July 1 and must show that the primary agricultural production on the land by the owner or lessee has been produced and sold in either the 12 month period ending July 1, or in the preceding 12 month period, and had a gross value of production at farm gate prices of at least
 - (a) where the area of land is 4 ha or less, \$1,600, but, where land is less than 8,000 m², the assessor must be satisfied the owner earns the greater part of his livelihood from the primary agricultural products produced on the land, or
 - (b) where the area of land is more than 4 ha, \$1,600 plus 5% of the actual value of the land for farm purposes in excess of 4 ha.
- (2) Notwithstanding subsection (1)(a) and (b), the assessor shall classify land as a farm provided the application form referred to in subsection (1) shows that on or before September 30 of the year preceding the year for which the assessment roll is prepared the following conditions will be met:
 - (a) in the case of crops that require 2 to 5 more years to establish before production can occur, there is a sufficient area prepared and planted to meet the requirements of subsection (1)(a) or (b) when production occurs,

- (b) in the case of livestock operations, all buildings, structures and fencing are completed for livestock containment, the required livestock are purchased or present and the applicant certifies the operation will meet the requirements of subsection (1)(a) or (b) the following year,
 - (c) in the case of greenhouse, mushroom and poultry operations, the buildings and structures are completed and the applicant certifies the operation will meet the requirements of subsection (1)(a) or (b) the following year;
 - (d) in the case of aquiculture, the land is seeded, planted or stocked to a sufficient extent to meet the requirements of subsection (1)(a) or (b) when the product is available for marketing.
- (3) For the purpose of subsection (1)(b), the definition of "July 1" in section 1(1) does not apply and the actual value of the land for farm purposes shall be determined as at July 1 of the year preceding the year during which the assessment roll is prepared.
- (4) Notwithstanding subsection (1), in the case of Crown tenures issued after July 1 the assessor shall classify land as a farm if the following conditions are met:
- (a) the application form referred to in subsection (1) is submitted prior to September 30 of the year preceding the year for which the assessment roll is prepared;
 - (b) the Commissioner is satisfied that the farm development plan, once implemented, will meet the standards specified in subsection (1)(a) or (b) within 5 years.

Determining gross value of annual production

3. In determining the gross value of the annual production, the assessor shall include any unrealized value of primary agricultural production on the land in the 12 month period ending July 1.

Integrated farm operation

4. (1) In this section "lease" means the lease of an area of land of greater than 8,000 m².
- (2) Land may be classified as a farm where
- (a) it consists of all or part of any parcel or group of parcels of land, contiguous or not, making up a tract of land owned or held under a written lease by a person singly or jointly with any other

- person or persons and operated as an integrated farm operation for primary agricultural production, and
- (b) the integrated farm operation meets the other requirements of this regulation.
- (3) The lease document must contain the names of the parties, the legal or other well defined description of the land being leased, commencement date and duration of the lease and the amount of rent payable.

Farm gate price from a feedlot

5. The assessor shall determine the annual gross value of production at farm gate prices from a feedlot by subtracting the price paid by the operator for the livestock from the price obtained by the operator on the sale of the livestock.

Approval of a farm development plan

6. (1) In this section "capital expenditure" means
- (a) expenditure related to land clearing and preparation, drainage and irrigation, but not for the purchase of land,
 - (b) expenditure related to the construction of farm outbuildings and structures, but not to the construction of a dwelling or ancillary improvements, and
 - (c) expenditure for the purchase of livestock, machinery and equipment on the farm and which is necessary for the farm operation.
- (2) The assessor shall classify land as a farm where each of the following conditions is met:
- (a) the owner or holder of land applies to the commissioner to have the land so classified and submits a plan establishing that he is developing a farm that will meet the standards specified in section 2(1);
 - (b) the commissioner receives the application and the plan before July 1; and
 - (c) the commissioner is satisfied that the land is being developed as a farm unit and that at least 50% of the capital expenditure to implement the plan has been made on or before September 30 of the year preceding the year for which the assessment roll is prepared.
- (3) For this section, annual crops planted but not harvested before July 1 form part of the development plan.
- (4) The time frame to meet the income requirements may vary depending on the type of farm operation but shall not exceed 5 years.

- (5) The classification shall be revoked if the development plan is not followed or completed.
- (6) An application made under this section shall be in the form prescribed by the Commissioner and shall contain
 - (a) the legal or other well defined description of the land to be developed or improved,
 - (b) the type of primary agricultural production that will occur on the land,
 - (c) details of the nature of improvements to be made or constructed for the operation of the farm, excluding any dwelling,
 - (d) details of the present machinery inventory and intended purchases,
 - (e) a schedule of when developments or improvements will be completed,
 - (f) the estimated costs of the development program,
 - (g) the date the requirements of section 2(1) will be met, and
 - (h) details of any improvements or development completed at the time of submission of the farm development plan.

De-classification

7. (1) Notwithstanding anything contained herein, land that ceases to be used for primary agricultural production on or before September 30 of the year preceding the year for which the assessment roll is prepared shall not be classified as a farm.
- (2) Except for emerging and developing farms classified under sections 2(2) and (4) and 6, land that fails to meet the requirements of section 2(1) on or before September 30 of the year preceding the year for which the assessment roll is prepared shall not be classified as a farm.

SCHEDULE H

LAND AND CUT TIMBER VALUES

Interpretation

1. (1) The following definitions apply herein

"Christmas tree" means a tree cut and scaled as a Christmas tree under the Forest Act;

"grade" means

- (a) with respect to a coastal area, the quality of cut timber as defined in the Schedule of Coast Timber Grades under the Scaling Regulation, B.C. Reg. 563/78, and
- (b) with respect to an interior area, the quality of cut timber by size designated by the term "large logs", being logs of 30 cm and greater top diameter; or small logs, being logs of less than 30 cm top diameter;

"salvage timber" means cut timber that has a product value reduced by 30% or more because of damage by fire, insects, disease, windthrow, landslide or rising water;

"shipping point" means, with respect to Christmas trees, that point where Christmas trees are sorted, graded and baled for initial distribution to market;

"special forest product" means a product of cut timber as defined in section 1 of the Forest Act, but does not include a Christmas tree;

"ungraded" means cut timber which does not have a grade;

"valuation area" means

- (a) with respect to a coastal area, the valuation areas numbered 1 to 4 on the map in located at the office of the Commissioner, and
- (b) with respect to an interior area, the valuation areas numbered 5 to 9 on the map located at the

office of the Commissioner.

- (2) The references in Appendix A to
- (a) good, medium and poor, in relation to soil quality, is a reference to the classification in the "site index equations and curves for the major tree species in British Columbia" - Forest Inventory Report No. 1 of the Ministry of Forests revised September, 1981,
 - (b) nonproductive and inoperable, in relation to soil quality, means
 - (i) for nonproductive, the classification as low site in the report referred to in paragraph (a), and land which is physically incapable of growing commercial tree species, and
 - (ii) for inoperable, land which is productive of commercial tree species but is of such physical nature as to prevent harvesting by currently accepted methods, and
 - (c) "class 1", "class 2" and "class 3", in relation to topography of land, mean
 - (i) for class 1, all land that is generally flat to gently rolling, or has slopes, on average over the whole property, of less than 40%,
 - (ii) for class 2, all land that has slopes, on average over the whole property, of between 40% and 60%, and
 - (iii) for class 3, all land that is generally rocky, broken and has severe limitations to logging caused by rock outcrops, and has slopes, on average over the whole property, greater than 60%.

Determination of value - land

2. (1) The value of land shall be determined by reference to the land values for the appropriate valuation area having regard to topography, access and soil quality as set out in Appendix A.
- (2) All land subject to seasonal flooding, which will support cottonwood but will not support coniferous tree species, shall be valued at 50% of the rate set out in Appendix A.

Determination of value - cut timber

3. (1) The value of cut timber of appropriate species and grade shall be determined using the rates set out in Appendix B.
- (2) The value of special forest products shall be determined using the rates shown in the column headed "ungraded" for species and grade in Appendix B.
- (3) Subject to subsection (4), the value of salvage timber shall be determined at between 50% and 70% of the rates determined under subsection (1).
- (4) Where the product value of cut salvage timber is reduced by more than 50%, the value of that timber shall be determined as nil.

APPENDIX "B"

THIS AGREEMENT made as of the 22nd day of October, 1992

BETWEEN:

TOWNSHIP OF LANGLEY, a municipal corporation having its municipal offices and postal addresses at 4914 221st Street, Langley, British Columbia, V3A 3Z8.

(hereinafter called the "Municipality")

OF THE FIRST PART

AND:

MATSQUI INDIAN BAND, and the Chief and the Band Council of the Matsqui Indian Band, having its postal address at Box 10, Matsqui, British Columbia, VOX 1S0

(hereinafter called the "Band")

OF THE SECOND PART

WHEREAS:

A. The lands boldly outlined on the plan hereto attached and marked Schedule "A" to this Agreement are Reserve Lands within the meaning of the Indian Act, located in the Province of British Columbia and vested in HER MAJESTY THE QUEEN IN RIGHT OF CANADA for the use and benefit of the Band, being part of a reserve known as the Matsqui Main Indian Reserve No. 4 (hereinafter called the "Reserve");

B. By certificate given under section 10 of the Indian Self Government Enabling Act, S.B.C. 1990 c. 52 the Minister of Native Affairs for the Province of British Columbia (as it was then known) gave to the Municipality notice that the Band intends to commence property taxation under the Indian Act, R.S.C. 1970 c. I-6;

C. The Band's Property Taxation By-law was enacted on September 27, 1991, and came into force on January 1, 1992, enabling the Band to commence taxation in the year 1992;

D. The Municipality and the Band wish to enter into a service agreement whereby the Municipality will continue to provide municipal services to the Band and residents of the Reserve; and

E. Section 286.1 of the Municipal Act empowers the council of a Municipality to enter into an agreement with the Council of an Indian Band to provide Municipal services to lands within a Reserve.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for and in consideration of the premises and of the mutual promises and covenants hereinafter appearing, the parties hereto covenant and agree to the other as follows:

1. DEFINITIONS

- (a) "Municipal Act" means Municipal Act, R.S.B.C 1979 c.290.
- (b) "Municipal Services" includes utilities, facilities and works owned and operated by the Municipality.
- (c) "Tax Rates" means the rates established for municipal services for the current year.

2. TERM

This agreement shall be for a term of one (1) year commencing on January 1, 1992 and ending on December 31, 1992. The term of this agreement, shall upon agreement of the parties, be extended for another year on the same terms and conditions. In the event that the Municipality or the Band should desire to terminate this Agreement, the party so desiring to terminate shall give to the other party six (6) months notice of termination.

3. MUNICIPAL SERVICES

The Municipality shall continue to provide municipal services to the Reserve on the same terms and conditions as it does to other residents of the Municipality under the Municipal Act.

4. USER FEES

Occupiers of the Reserve shall be liable to pay such user and other fees and charges in respect of municipal services as are charged or levied by the Municipality to other residents of the Municipality.

5. PLANNING

In the event of any substantial development taking place on the Reserve or taking place on its neighbouring properties within the Municipality, the parties hereby agree to consult, one with the other, prior to the occurrence of any such development.

6. ASSESSMENT DATA

The Band shall provide its assessment data pertaining to the Reserve forthwith upon its receipt of the same, as provided by the British Columbia Assessment Authority. It is agreed that this assessment data shall be used in calculating the cost of municipal services, as detailed in Section 8.

7. TAX RATES

The Municipality shall provide its tax rates to the Band as soon as practicable.

8. COSTING OF MUNICIPAL SERVICES

The cost of municipal services shall be established by multiplying the tax rates by the respective taxable assessed values in the Reserve.

9. CALCULATION OF REMITTANCE FOR MUNICIPAL SERVICES

The remittance for municipal services shall be established by multiplying the cost of municipal services as calculated under section 8 by 62% (sixty-two percent).

10. BILLING

The Municipality shall bill for municipal services as calculated under sections 8 and 9. The Municipality shall bill the Band no later than the last working day of May. The Band shall remit the same to the Municipality no later than the first working day after the 15th day of July.

11. DISPUTE RESOLUTION

In the event of a dispute or disagreement concerning the terms and conditions of this agreement, or any rights, duties, or obligations arising out of this agreement, then the parties shall:

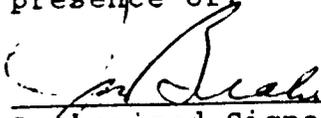
(a) appoint a mediator acceptable to both parties to mediate the dispute or disagreement, or

(b) submit the dispute or disagreement for arbitration pursuant to the provisions of the Commercial Arbitration Act (R.S.B.C, 1986 c.3), and the result thereof shall be binding upon the parties.

12. This agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and assigns. All covenants herein shall be construed as being made severally and jointly by the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

The Corporate Seal of the)
TOWNSHIP OF LANGLEY was)
herein affixed in the)
presence of:)

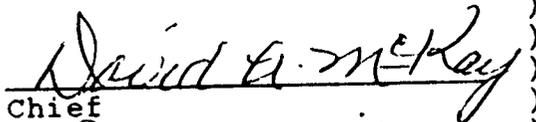


Authorized Signatory
Mayor



Authorized Signatory
Deputy Clerk

MATSQUI INDIAN BAND, AND)
THE CHIEF AND THE BAND)
COUNCIL OF THE MATSQUI)
BAND)



Chief



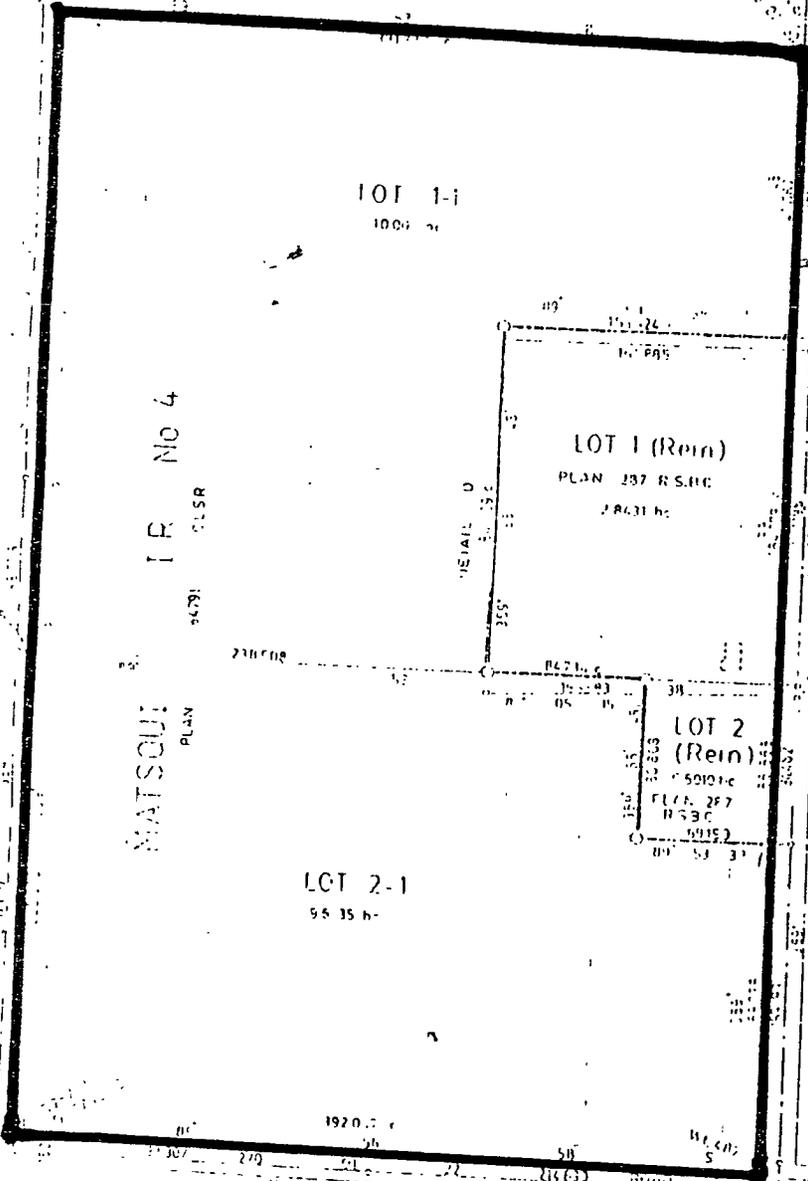
Councillor



Councillor

SCHEDULE 'A'

LOT 1
PLAN 2175R L10



MATSQUI I.R. No. 4
PLAN 64791 CLSR

Deposited in the Office of the Registrar
Other
Fee: \$100.00
Surveyor General

15 8 5
22 MAR 1983

PLAN AND FIELD NOTES
OF THE SURVEY OF
LOTS 1-1 and 2-1
MATSQUI I.R. No. 4
NEW WESTMINSTER DISTRICT
PROVINCE OF BRITISH COLUMBIA
SCALE 1:2000

THIS SURVEY WAS EXECUTED DURING THE
PERIOD OCT 6 TO OCT 13, 1982
BY W.M. GRIFFITH, B.C.L.S., C.L.S.

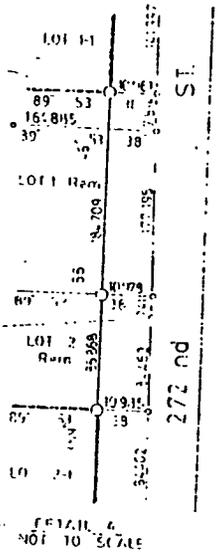
LEGEND
BENCHMARKS ARE AS SHOWN AND ARE DERIVED FROM THE LINE BETWEEN THE TWO OLD IRON PEGS MARKING THE EAST BOUNDARY OF MATSQUI I.R. NO. 4 AS SHOWN ON PLAN 64791 CLSR, 19673 L10
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF
TYPE S B.C.L.S. IRON PEG FOUND 0
TYPE S B.C.L.S. IRON PEG SET 1
TRAVERSE LINES AND STATIONS 2
LANDS DEALT WITH BY THIS PLAN 3
SEE DOUBLED LINES
BUILDINGS

I, THE SURVEYOR, OF THE PROVINCE OF BRITISH COLUMBIA, A BRITISH COLUMBIA LAND SURVEYOR HAVING BEEN DULY SWORN, AND AT THAT I HAVE BEEN DULY SWORN, ACCORDING TO THE LAW AND THE INSTRUCTIONS OF THE SURVEYOR GENERAL OF CANADA, I HAVE FAITHFULLY AND CORRECTLY EXECUTED THE SURVEY SHOWN BY THIS PLAN AND FIELD NOTES, AND THAT THE PLAN AND FIELD NOTES ARE CORRECT AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.
SO HELP ME GOD

W.M. Griffith
B.C.L.S., C.L.S.

SWORN BEFORE ME AT CLEARWATER, B.C.
THIS 12 DAY OF OCTOBER 1982

J. H. ...
NOTARY PUBLIC



272nd ST

UNITED STATES OF AMERICA

Occupied by Matsqui I.R. No. 4
Value \$100,000
For Section 43 Canada Lands Survey Act
If necessary to be satisfied by
1982

THIS AGREEMENT made the 15th day of APRIL, 1992.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF MATSQUI a District Municipality under the "Municipal Act" of the Province of British Columbia, having its Municipal Offices at #200 - 32315 South Fraser Way, Clearbrook in the Municipality of Matsqui, British Columbia V2T 1W7;

(hereinafter called the "Municipality")

OF THE FIRST PART

AND:

THE MATSQUI INDIAN BAND as represented by its duly constituted Band Council, of P.O. Box 229, Matsqui, British Columbia V0X 1S0;

(hereinafter called the "Band")

OF THE SECOND PART

WHEREAS:

- A. The lands boldly outlined on the plan hereto attached and marked Schedule "A" to this Agreement are Reserve Lands within the meaning of the "Indian Act", R.S., 1935, c.1-5 (hereinafter called the "Indian Act"), located in the Province of British Columbia and vested in HER MAJESTY THE QUEEN IN RIGHT OF CANADA for the use and benefit of the Band, being part of a reserve known as the Matsqui Main Indian Reserve No. 2 (hereinafter called the "Reserve"); and
- B. The Municipality has existing underground water distribution lines and supplies water to properties within the Municipality; and
- C. The Municipality has a Municipal Police Department to protect persons and property in the Municipality; and

D. The Band is desirous of obtaining water and police protection services for the Reserve from the Municipality; and

E. Section 286.1 of the Municipal Act empowers the council of a Municipality to enter into an agreement with the Council of an Indian Band to provide Municipal services to lands within a Reserve; and

F. The Band, by Band Council Resolution dated the 19 day of FEBRUARY, 1992, approved and consented to the terms and conditions hereinafter set out; and

** K* G. The Council of the District of Matsqui by resolution passed on the 19^{6th} day of FEBRUARY^{April}, 1992 has authorized the provision of water and police protection services upon the terms and conditions hereafter set out.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the premises and other good and valuable^H consideration and the mutual covenants hereinafter set out (the sufficiency whereof is hereby acknowledged), the parties hereto covenant and agree each with the other as follows:

DEFINITIONS

1. In this Agreement, except where the context otherwise requires, the following words and expressions have the meanings assigned to them below:

- (a) "Band" - means the Matsqui Indian Band as defined in the Indian Act;
- (b) "Engineer" - means the Municipal Engineer as appointed by the Council of the District of Matsqui or his authorized designate;
- (c) "Municipality" - means the District of Matsqui.

- (d) "New Service" - means those services required to be constructed solely to service the Reserve.
- (e) "Reserve" - means the Matsqui Main Indian Reserve No. 2.
- (f) "Service" - means water supply and police protection.

SERVICES

2. Subject to the terms and conditions of this Agreement, the Municipality shall provide to the Band the following services:
 - (a) Water supply, fire hydrant inspection, servicing and maintenance with respect only to those water mains and appurtenances shown outlined in red on Schedule "B" attached hereto;
 - (b) Police protection
3. The quantity and quality of each service provided by the Municipality to the Band under this Agreement shall be substantially the same as the quantity and quality of such service provided by the Municipality to neighbourhoods located elsewhere in the District of Matsqui.
4. Any development on the Reserve which requires or has an impact on Municipal services shall substantially be in accordance with the Physical Development Plan adopted by the Band on _____ and attached hereto as Schedule "C"
5. The District will be consulted prior to the construction of any waterline extensions on Reserve property in order that capacities and implications can be determined. All engineering design, construction work and materials shall be in accordance with the drawings and specifications approved by the Engineer. Such approval shall not be unreasonably withheld, provided there is a capacity in the municipal water system to accommodate the proposed extension.

6. The Band will pay for all costs associated with the installation of the New Services including all design and construction work.
7. Upon substantial completion of the construction of the New Services the Band agrees to provide the Municipality with a two year maintenance guarantee for those works which will be taken over by the Municipality, This will be in the form of an irrevocable letter of credit in the amount of five (5) percent of the cost of construction of the services. At the conclusion of the two year maintenance agreement and the correction of any and all deficiencies the Band will convey the ownership of the New Services to the Municipality for a nominal cost.
8. The Municipality will carry out normal maintenance and repair of any distribution mains and lines situated within the Reserve owned by it. Any repairs required as a result of negligence of the Band will be charged to the Band and will become due and payable as outlined in paragraph (41);
9. The Municipality shall not be responsible for the maintenance or repair of any service connection between any premises and the water system on the reserve.
10. The Municipality may with the consent of the Band, such consent not to be unreasonably withheld, inspect any of the connections which have been constructed on the Reserve between the meter and the individual user and may, at all reasonable times, enter on the Reserve for that purpose. It is expressly agreed and understood that the said connections are the property of the Band and that the Municipality has no obligation or duty to make any inspection.

The Band will make any repairs or alterations to the connections as directed in writing by the Engineer within a reasonable time of receiving such direction and if the Band fails to make such repair or alteration then, at its sole option, the Municipality may do the maintenance and make the alteration and the Band will pay all reasonable costs resulting.

11. Individual service applications for the provision of a service to dwellings on the Matsqui Indian Reserve shall be signed by the individual receiving the service and or by the Band.
12. A separate metered water service shall be provided for each premise.
13. The Band covenants and agrees not to operate any Municipal owned fire hydrants without consent of the Engineer.
14. The Band shall not sell or dispose of water or permit the same to be carried away to properties other than those which are on the Reserve. There shall be no connection or cross-connection between the Municipality's water supply systems and any other water supply systems, or source of water supply, except with the permission of the Engineer. Where any connection or cross-connection exists, or where there is a possibility of contaminated water returning to the Municipality's distribution system by any means, gravity back pressure or syphoning, there shall be installed and maintained in proper working order at all times a back-water preventer of a type approved by the Engineer. The installation of a back-water preventer shall be installed to meet specification requirements in force and upgraded from time to time.

15. The Municipality shall not be liable for the failure of the water supply in consequence of any accident or damage to the works, or to excessive pressure or lack of pressure, or any temporary stoppage thereof on account of alterations or repairs, whether such failure arises from the negligence of any person in the employ of the Municipality or other person whomsoever, or through natural deterioration or obsolescence of the system, or otherwise.

16. If, at any time the Municipality shall deem it to be in the public interest, it may direct that any or all water services may be reduced or discontinued until it shall be considered advisable to restore the same. In particular, the Municipality may order that restrictions shall be placed on the use of water for garden irrigation or sprinkling, or that garden irrigation or sprinkling, shall be banned. Any person irrigating or sprinkling or using water in contravention of any such direction or order shall be deemed to be guilty of an offence.

17. The Municipality may interrupt the provision of service if it determines that interruption is necessary for public health or safety reasons and where possible notice should be given to the Band in advance.

18. The Band shall indemnify and hold harmless the Municipality from and against any claim resulting from the interruption in the supply of water to the Reserve, whether such failure arises from the negligence of any person in the employ of the Municipality or other person whomever, or through natural deterioration or obsolescence of the Municipality's water system (hereinafter called the "System"), or act of God, and from any claim resulting from the discontinuance of the supply of water to the Reserve pursuant to the terms of this Agreement.

19. The Band shall name all streets within the Reserve and prominently display such names on sign posts located at every intersection of such streets.
20. The Band shall affix identifying numbers to all premises within the Reserve so that such numbers are easily visible from the street.
21. The Band shall provide the Municipality with a plan showing the location of all streets and their names, all premises and their numbers and all fire hydrants within the Reserve, and notify the Municipality annually not later than the last day of February in any year of any changes to such plan.
22. The Band shall not impede or obstruct any member of the Matsqui Police Department from carrying out their duties in keeping the peace or enforcing the law on the Reserve.
23. The Band shall not impede or obstruct any representative of the B.C. Assessment Authority from carrying out an appraisal of any premises on the Reserve, as such appraisal relates to the needs of this Agreement.

CHARGES

24. The Band will pay to the Municipality connection charges to the District system as defined in the "Waterworks Rates and Regulations By-law, No. 2220" (Schedule "D") as amended from time to time.
25. The District will take meter readings and forward utility bills directly to the Band for payment on a yearly (12 month) basis.
26. The District will indicate on the utility bill the amount owing from each individual meter.

27. The Band will pay to the Municipality water rates as defined in the "Waterworks Rates and Regulations By-law, No.2220" (Schedule "D") as amended from time to time.

28. The Band shall pay for the full amount of water as registered by the meter, according to the rate applicable to the service, and no reduction shall be allowed on account of any waste of water, unless it is shown to the satisfaction of the Engineer that such waste arose from an accident to the pipes or fittings on the Band lands arising from some cause beyond the control of The Band, and unless it is further shown that the Band used all reasonable diligence to stop such waste and has repaired any leakage on the property.

29. When it is determined that because of accidental leakage, a reduction should be made of the amount of water registered by the meter, the amount to be charged to the Band shall be based on the average reading of the meter for the two twelve-month periods immediately preceding the accident, adding one-twelfth of the difference between the reading in question and the average of the preceding two twelve-month periods, with a maximum of twice that average reading.

30. If any breakage or stoppage or other irregularity in the meter is observed by the Band, the Engineer shall be notified immediately. The Municipality shall be entitled to charge for water according to the average consumption for the twelve months immediately preceding the date upon which such meter was last found to be in order.

31. When any rates or rents due by the Band under this agreement for water service supplied by the Municipality are overdue for a period of one month, the Municipality shall serve notice to the Band that the rates or rents are overdue and also stating the amount in arrears, and that if the overdue amount is not paid within ten days, the water will be cut off.

32. The Band shall pay an annual water frontage payment for properties which are capable of being connected with any water main, whether or not the parcel land is connected with such water main.

33. The annual water frontage payment will be the product of the property foot-frontage and the annual rate as set out in paragraph 4(2) of the District of Matsqui "Consolidated Water Frontage Tax By-law" (Schedule "E").

34. For the purpose of this agreement, all eligible Native residential properties shall be calculated as having sixty (60) feet of frontage.

35. Except as hereinafter restricted, any person holding an interest in land on the Reserve shall, upon making application in writing to the Municipality during the currency of this Agreement, be entitled at his own expense, which shall include charges for inspection, to connect and hook up all water pipes and facilities appurtenant to his premises to the Municipal water system on the Reserve and for such purpose such person may make, do or install or cause to be made, done, or installed, all works, fittings appurtenances, and connections from the water meter installed by the Municipality to his premises. Any work on the Municipal water system, with the exception of the hook-up from the meter to a premise, shall be carried out by the Municipality to prevent contamination of the system.

36. In the event of the interruption of the provision of services by reason of non-payment, the provision of the Municipal service shall be recommenced upon payment of the arrears including interest at a rate of 12 percent per annum, or such other rate as the Municipality may from time to time set by bylaw for arrears of taxes in neighbourhoods adjacent to the Reserve.

37. When any service has been disconnected for non-payment of rates or rents, the Municipality may, before reconnection is made, require payment of thirty-dollars (\$30.00).
38. Where the provision of water services imposes new capital cost burdens on the Municipality, the Band shall pay prior to connection a one time only Capital cost charge to the Municipality in accordance with the charges identified in the "Dewdney - Alouette Regional District Water Development Cost Charge By-law No. 463-1988" (Schedule "F"), as amended or superseded from time to time.
39. The Band will pay for police protection services from the Municipality the rates set out in Schedule "G" of this Agreement.
40. All accounts for the provision of water and police protection services to the Band shall be due and payable at the office of the Collector at the District of Matsqui, Province of British Columbia, within 30 days from the date of mailing of such accounts.
41. Any rates, sums or charges payable to the Municipality pursuant hereto in any year which remain unpaid on the second day of July in that year, shall have added thereto a penalty equal to ten per cent (10%) of such unpaid rates or sums.
42. Any rates, sums or charges payable to the Municipality pursuant hereto which remain unpaid on December 31st in any year shall be in arrears and shall bear interest at such rate as the Municipality from time to time lawfully sets for arrears of property taxes.

ARBITRATION

43. The parties agree that should a dispute arise then the matter will be settled by referring the matter of binding arbitration to a single arbitrator pursuant to the Arbitration Act of British Columbia. The cost of arbitration would be borne equally by the parties. Either party may refer a matter to arbitration by giving seven (7) days written notice to the other party.

ACCESS

44. The Band hereby consents to the Municipality having access to, in, under and over the Reserve to the extent reasonably required by the Municipality for the purpose of performing its obligations under this Agreement. In particular, but without limiting the generality of the foregoing, for that purpose the Band hereby consents to the Municipality having the full, free and uninterrupted access, liberty and licence to enter upon, with all manner of vehicles, tools and equipment, to dig up the streets on, any and all areas of the Reserve, provided that:

- (a) The Municipality shall exercise its rights under this Section in a reasonable manner so as to minimize inconvenience to the residents or other occupants of the Reserve and which minimizes damage to the Reserve; and
- (b) The Municipality shall not exercise such of its rights under this Section as can be reasonably foreseen to be likely to cause irreparable damage to the Reserve without first obtaining the written consent of Council of the Band except in an emergency; and
- (c) The Municipality shall only exercise the rights granted to it pursuant to this Section for the sole purpose of providing the Municipal services to the Reserve.

RELEASE AND INDEMNITY

45. The Band hereby releases the Municipality, its servants, agents, contractors, sub-contractors, workmen, officials, licensees, successors and assigns from all manner of suits, claims, demands and causes of action in any way associated or connected with the performance by the Municipality of its obligations under this Agreement and hereby waives all rights and causes of actions against the Municipality, its servants, agents, contractors, sub-contractors, workmen, officials, licensees, successors and assigns for all loss and damage to property and for all bodily injury (including bodily injury resulting in death) which may be caused by the Municipality in respect of the performance by it of its obligations under this Agreement, provided that this release and waiver shall not apply in any case where the Municipality or its servants, agents, contractors, sub-contractors, workmen, officials, licensees, successors and assigns have been negligent or have behaved in a manner which amounts to wilful misconduct.
46. The Band shall indemnify and hold harmless the Municipality, its servants, agents, contractors, sub-contractors, workmen, officials, licensees, successors and assigns for and from all manner of claims, suits, losses, damages or costs in respect of bodily injury (including bodily injury resulting in death) or damage to property occurring within the Reserve which is incurred by the Municipality in respect of or in connection with the performance by the Municipality, its servants, agents, contractors, sub-contractors, workmen, officials, licensees, successors and assigns, provided that this indemnity shall not apply in any case where the Municipality or its servants, agents, contractors, sub-contractors, workmen, officials, licensees, successors and assigns have been negligent or have behaved in a manner which amounts to wilful misconduct.

47. Notwithstanding anything to the contrary contained in this Agreement, the Band agrees that the maximum and total liability of the Municipality hereunder or otherwise for failure by the Municipality to carry out and fulfil its obligations under this Agreement shall be the liability of the Municipality to refund, without interest, sums paid by the Band to the Municipality as relate to the obligations of the Municipality hereunder that the Municipality has not carried out and fulfilled, provided that this limitation of liability shall only apply where such failure occurs despite the good faith and diligent efforts by the Municipality to carry out and fulfil its obligations hereunder.

GENERAL

48. The initial term of this Agreement shall be for a five year period beginning January 1, 1992.
49. Upon six months notice prior to the expiry of this Agreement, the Band and the Municipality may mutually agree to extend the Agreement for additional five year periods.
50. The Band may terminate this agreement by providing six months written notice to the Municipality.
51. If the Band is in breach of any covenant contained hereof, the Band will, as soon as possible from the date of receipt of notice in writing from the Municipality of such breach, rectify the breach if it is within the power of the Band to do so. Should the breach continue after 30 days from the date of receipt of the notice, then the Municipality may without further notice discontinue the provision of that service related to the specific breach of this Agreement.
52. The provision of the Municipal service shall be recommenced upon rectification of any breach subject to sections 36, 41 & 42.

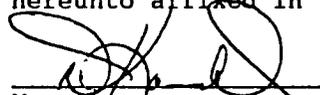
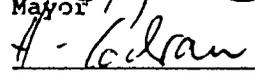
53. Nothing contained or implied hereunder shall prejudice or affect the rights and powers of the Municipality in the exercise of its functions under any public and private statutes, by-laws, orders and regulations, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered by the Band.
54. Nothing contained or implied hereunder shall prejudice or effect the rights and powers of the Band in the exercise of its functions under any Federal statutes, by-laws, orders and regulations, all of which may be fully and effectively exercised as if this Agreement had not been executed.
55. This Agreement shall not be construed so as to prejudice or in any way affect the Band's or the Federal Crown's interest in and over the Reserve or provide, in any manner whatsoever, the Municipality with any jurisdiction it otherwise does not have, over the Reserve.
56. This Agreement may be amended at any time by consent of both parties.
57. The Band covenants and agrees to use all reasonable means to protect all Municipal owned mains, laterals, meters, valves, hydrants or appurtenances from obstructions that may interfere with the required access for maintenance, construction, inspection or repair work.
58. Wherever the singular or masculine is used throughout this Agreement, the same shall be construed as meaning the plural or the feminine.
59. Wherever in this Agreement it is required or permitted that notice or demand be given or served by either party to the other, such notice or demand shall be given and served in

writing and hand delivered or forwarded by registered mail to the address set out on the first page of this Agreement or to such other address as the parties may from time to time advise each other in writing.

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

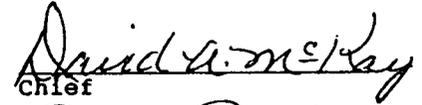
IN WITNESS WHEREOF the duly authorized representatives of the Band have hereunto set their hands and seals and the Municipality has hereunto affixed its Corporate seal, attested by the hands of its officers duly authorized in that behalf, the day and year first above written.

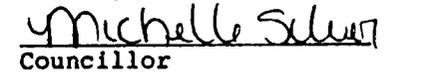
The Corporate Seal of THE CORPORATION)
OF THE DISTRICT OF MATSQUI was)
hereunto affixed in the presence of:)


_____)
Mayor)

_____)
Clerk)

SIGNED, SEALED AND DELIVERED BY THE)
COUNCIL OF THE MATSQUI INDIAN BAND)
in the presence of:)

Name: *David Sam*)
Address: *#5-7201 Vedola Rd*)
P.O. Box 280 Sardis B.C.)
Occupation: *VAR 1146*)
Capital Management Officer)
Sto. Lo. Nelson Council)
(As to all signatures))


_____)
Chief)

_____)
Councillor)

_____)
Councillor)
_____)
Councillor)



SCHEDULE A
MATSQUI MAIN

CONSOLIDATED WATERWORKS RATES AND REGULATIONS BY-LAW
 BY-LAW No. 2220
 Incorporates Amending By-laws Nos. 2265, 2437,
 2496, 2634 2700, 2783, 2846, 2977, 3017, 3148, and 3261

SCHEDULE "D"

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CONSOLIDATED WATERWORKS RATES AND REGULATIONS BY-LAW
BY-LAW No. 2220

Incorporates Amending By-laws Nos. 2265, 2437
2496, 2634 2700, 2783, 2846, 2977, 3017, 3148, and 3261

A by-law to authorize the supply of water to the inhabitants of portions of the municipality and also to regulate the rates, conditions and terms under or upon which the same may be supplied and used.

WHEREAS pursuant to the powers vested in the Municipal Council by the "Municipal Act", The Corporation of the District of Matsqui has constructed works for the supplying of water to the inhabitants of those portions of the Municipality of Matsqui defined in the respective by-laws;

AND WHEREAS, pursuant to Section 640 of the "Municipal Act", R.S.B.C. 1979, the Council may by by-law fix the rates and terms under which water may be supplied and used;

AND WHEREAS, pursuant to Section 641 of the "Municipal Act", the Council may by by-law impose connection charges on owners of land on which are situate buildings or structures to defray the cost of laying connecting pipes from water mains to the land, and fix the terms and conditions of payment;

NOW THEREFORE, the Council of The Corporation of the District of Matsqui, in open meeting assembled, ENACTS AS FOLLOWS:

Citation

1. This by-law may be cited as "Waterworks Rates and Regulation By-law".

Interpretation

2. In this by-law, unless the context otherwise requires, the following words and terms shall have the meaning hereinafter assigned to them:

"Collector" means the Collector of The Corporation of the District of Matsqui from time to time duly appointed by the Council, or such other person which the Council may by resolution appoint.

"Consumer" means any person, company or corporation who is the owner, or agent for the owner, of any premises to which water is supplied or made available from any of the works and also any person who is the occupier of any such premises, and also includes any person who is actually a user of water supplied to any premises or by any service from the said works.

"Council" means the Municipal Council of The Corporation of the District of Matsqui.

CONSOLIDATED WATERWORKS RATES AND REGULATIONS BY-LAW
BY-LAW No. 2220

Incorporates Amending By-laws Nos. 2265, 2437,
2496, 2634 2700, 2783, 2846, 2977, 3017, 3148, and 3261

Page 1

Interpretation
(cont'd)

2. (cont'd)

"District" means The Corporation of the District of Matsqui.

"Engineer" means the Director of Public Works of The Corporation of the District of Matsqui or his designated delegate.

"Fire Service" means any installation which may be provided to supply water for fire fighting purposes over and above the supply of water required for the usual purposes of the consumer.

"Garden Irrigation" means the sprinkling or pouring of water by means of a hose, pipe or any sprinkling device, over or under the surface of the ground.

"Metered Service" means a service having attached thereto a meter or other measuring device for determining the quantity of water used or supplied by such service.

"Owner" shall have the meaning assigned to it under the "Municipal Act".

"Person" shall include a firm, association, partnership, organization, trust company, or corporation, as well as any individual.

"Rate" means the price or sum of money to be paid by any consumer for any water supplied or made available from the works.

"Rent" means the sum of money charged for the use of water meter or other measuring device.

"Service" means the supply of water from the works to any person, company or corporation and all pipes, taps, valves, connections, meters and other things necessary to or actually used for the purpose of such supply.

"Works" or "Waterworks" means the waterworks systems of The Corporation of the District of Matsqui.

Applicability
of By-law

3. This by-law shall apply to all waterworks systems owned and operated by The Corporation of the District of Matsqui.

CONSOLIDATED WATERWORKS RATES AND REGULATIONS BY-LAW
BY-LAW No. 2220

Incorporates Amending By-laws Nos. 2265, 2437,
2496, 2634 2700, 2783, 2846, 2977, 3017, 3148, and 3261

Page 1

Application
for water
service and
connection
fees

4. (1) All applications for the installation or renewal of water service shall be made to the Engineer at the Municipal Hall by the owner or his duly authorized agent, who shall at the time of making such application execute an agreement with the District, which shall be in the form contained in Schedule "A" hereto, and the applicant shall pay the connection fees prescribed in Schedule "B" of this by-law.

(2) Upon an application being received for a water service and the fee prescribed for the same being paid, the Engineer shall provide and lay down a service from the main to the premises as soon as convenient.

(3) In case any person desires to have service pipes laid in any particular direction other than the shortest way from the main to the premises the consent of the Council shall first be obtained and any extra expense incurred over the ordinary way of laying such service pipes shall be paid for by the applicant over and above the usual service fee.

Engineer to
determine size
and location
of pipes

5. (1) The size of the pipe to be used in supplying water to any premises, and also the position in the street in which it is to be laid, shall be determined by the Engineer.

(2) In the event that such service may be provided from either of two mains, the Engineer shall determine to which main the service shall be connected.

All works to
be carried out
by municipal
employees

6. No work of any kind connected with the water service, either for the laying of new, or the repair of old service, shall be permitted to be done upon or under the streets of the District by any person other than an employee of the District and no person shall be allowed to make an connection with the waterworks system whatever without permission in writing from the Engineer.

Placing of
pipes
underground;
shut-off
valves
required

7. All underground pipes on any premises shall be placed not less than 75 cm below the surface of the ground. All other pipes exposed to frost shall be properly and sufficiently protected therefrom, and it shall be the duty of every consumer to provide that all taps, fittings and other things connected with the service within the premises are good and sufficient and installed and connected in accordance with the provisions of the Building By-law and the National

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Placing of
pipes
underground;
shut-off
valves
required
(cont'd)

7. (cont'd)

Building Code. Every premises shall be supplied with a properly placed shut-off valve, and a separate shut-off valve shall be placed at the foot of every outdoor stand pipe. The Engineer, or any other officer or employee of the District, shall refuse to turn on the water to any premises, and may discontinue any service to any premises, should this section not be complied with to the satisfaction of the Engineer.

Water
pressure

8. (1) Where steam or hot water boilers are fed with water by pressure direct from the District water mains the District shall not be liable for any injury or damage which may result from such pressure or from lack of such pressure.

(2) Every consumer shall provide for each service to his premises a pressure reducing valve and a pressure relief valve whenever the water pressure in the main serving his premises shall be or become so great as to cause damage.

No person to
interfere with
service

9. No person is permitted in any manner to interfere with the water service in any street or make any addition or alteration in or about or turn on or off any municipal stop-cock or valve without permission in writing of the Engineer.

Access to
premises by
municipal
employees

10. Every meter shall be supplied and placed in position by the officers or employees of the District and the consumer shall at all reasonable times allow, suffer and permit the Engineer or any person authorized by him for such purpose (either generally or in any particular instance) to enter into and upon the premises in respect of which water is supplied for the purpose of inspecting the same and the water pipes, connections, fixtures, taps, meters, and any other apparatus used in connection with such water supply.

48-hour notice
to repair
leaks or
defects

11. In case of leaky, imperfect, defective or improper pipes, meters or indicators on any premises the Engineer shall notify the occupant or owner and the necessary repairs or alterations not being made within forty-eight hours after the same notice has been given or when the condition of the pipes or fixtures is such as to cause waste of water or damage to property, without notice the water supply shall be cut off by shutting the shut-off valve or by detaching at the main and the water shall not be turned on again until such repairs or alterations have been made to the satisfaction of the Engineer, and the expense of making such detachment and attachment has been paid, and no person shall have any claim against the District by reason of such cutting off the water.

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Right to
refuse or
discontinue
water supply

12. It shall be lawful for the District to reduce the quantity of water supplied to, or entirely discontinue the service of any consumer who has violated any of the provisions of this by-law, or when, in the opinion of the Council, the public interest requires such action, and nothing contained in this by-law shall be construed to impose any liability upon the municipality to give any continuous supply of water for all purposes to any person in the municipality receiving service through the system of the District.

Use of water
from hydrants
or standpipes

13. (1) No person, except an employee of the District in the course of his employment, shall without the written authority of the Engineer open any hydrant, standpipe or valve or use water therefrom. Such authority shall reserve the right of the District to stop such use at any time for any reason without liability for damages resulting therefrom in any manner whatsoever.

(2) Every person who receives such authority shall deposit with the Engineer a cash bond of Seventy-Five Dollars (\$75.00) and the Corporation may deduct from such cash bond whatever charges shall be payable to the Corporation in its reasonable discretion for the use of water and for damages to the main, hydrant, standpipe or valve.

(3) Every person who uses water from any hydrant or standpipe shall pay to the Corporation on demand the minimum charge of Twenty-Five Dollars (\$25.00) or the sum of Five Dollars (\$5.00) per day of such use, or any part thereof, whichever sum shall be the greater.

(4) Every person who requires water from an hydrant shall coordinate his requirements with the Public Works Department of the District. The Public Works Department shall supply and install, on the applicable hydrant, a backwater valve and turn on the hydrant. The valve will be installed in the morning and removed at 4:00 p.m. on the same day. The hydrant user is to advise which days the hydrant is required. A charge of \$150.00 will be levied for each call if service is required after normal working hours. The user shall supply his own hose.

B/L 2437
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Destruction
or obstruction
of hydrants,
etc.

14. (1) No person shall destroy or damage or in any manner interfere with any hydrant, standpipe, meter box, or other fixture or any property of the works.

(2) No person shall obstruct at any time or in any manner, the access to any hydrant, valve, shut-off valve, meter box, or other fixture connected with the works; and should any person obstruct such access to any such fixture by placing thereon or in the vicinity thereof any brick, stone, timber or other material, the Engineer or any other employee of the District may by his order, remove such obstruction and the expense of such removal shall be charged to and paid by the person so offending.

All service
to be metered

15. All water services shall be metered, unless otherwise determined by a two-thirds affirmative vote of all of the members of the Council.

User rates
as per
Schedule "B"

16. The Collector shall be responsible for the collection of all water rates. The tolls, rates and rents payable by all persons, firms or corporations who use water or whose premises are connected with service pipes or mains for the supply of water from the Waterworks System of the District shall be those set out in Schedule "B" hereto annexed, and any person requiring water shall first sign an agreement in the form shown in Schedule "A" of this by-law to take, use and pay for such water according to the rates set out in said Schedule "B".

Payment for
amount of
water
registered

17. Every consumer having a metered service shall pay for the full amount of water as registered by the meter, according to the rate applicable to the service, and no reduction shall be allowed on account of any waste of water, unless it is shown to the satisfaction of the Engineer that such waste arose from an accident to the pipes or fittings or the premises of the consumer arising from some cause beyond the control of such consumer, and unless it is further shown that such consumer used all reasonable diligence to stop such waste and has repaired any leakage on his property.

Rates to be
charged in case
of accidental
leakage

18. When it is determined that, because of accidental leakage, as provided for in Section 17, a reduction should be made of the amount of water registered by the meter, the amount to be charged to the consumer shall be based on the average reading of the meter for the two twelve-month periods immediately preceding the accident, adding one-twelfth of the

Rates to be charged in case of accidental leakage (cont'd)

18. (cont'd)

difference between the reading in question and the average of the preceding two twelve-month periods, with a maximum of twice that average reading.

Meter irregularity

19. If any breakage or stoppage or other irregularity in the meter is observed by the consumer, he shall notify the Engineer immediately. The Collector shall be entitled to charge for water according to the average consumption for the twelve months immediately preceding the date upon which such meter was last found to be in order.

Testing of meters

20. (1) When any consumer questions the accuracy of record of a water meter, the District will, upon written request, have such meter re-read and the service inspected for leaks. Should such consumer then desire that the meter be tested, he shall deposit with the Engineer a fee as prescribed in Section 21 hereof, and the Engineer shall arrange to have the meter tested. The consumer shall have the privilege to be present when the test is made.

(2) If the test discloses an error in registering the quantity of water passing through the meter of over five per centum (5%), in favour of the District, the deposit shall be refunded to the consumer, a correct registering meter shall be installed and the account for service shall be adjusted accordingly.

(3) If the test shows an accurate measurement of water or shows an error in favour of the consumer, the deposit shall be retained by the District to cover part of the expense of making such test.

Deposit for testing

21. Before making a test as outlined in Section 20, the person requesting such test shall deposit with the Engineer the following amount:

(i)	For testing up to 25 mm (1")	\$15.00
(ii)	For testing up to 37.5 mm (1 1/2")	20.00
(iii)	For testing up to 50 mm (2")	35.00
(iv)	For testing up to 75 mm (3")	40.00
(v)	For testing up to 100 mm (4")	50.00
(vi)	For all meters in excess of 100 mm (4")	60.00

Theft or damage of meters

22. If a meter installed on the consumer's premises is stolen or is damaged by freezing, hot water, fire, or otherwise due to the neglect of the consumer, the cost of repairs

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Theft or damage
of meters
(cont'd)

22. (cont'd)

or replacement will be added to and considered part of the water bill for that period. The Engineer has the right to determine the responsibility for the damage.

District to
maintain
meters

23. The District shall maintain and repair all District-owned meters when rendered unserviceable through fair wear and tear and shall renew them if necessary.

Water Rates
to form charge
on land

24. The various rates or rents enumerated in Schedule "B", hereto annexed and made part of this by-law, are hereby imposed and levied for water supplied or ready to be supplied by the District, and all such rates or rents or any penalty additions shall form a charge on the lands of the respective owners or tenants thereof using such water and may be recovered in the same manner and by the same means as unpaid taxes.

Accounts to
be rendered
annually -
10% penalty
unpaid
accounts

25. (1) Accounts for water service supplied through metered service shall be rendered annually by the Collector.

(2) Accounts for water service shall be rendered in March and are payable on or before the 30th day of April in each year, after which a penalty of ten percent (10%) shall be added to any unpaid amount.

Accounts for
fire services

26. Accounts for stand-by charges for fire services only shall be rendered quarterly in advance by the Collector and shall be payable as outlined in Schedule "B" of this by-law.

Special rates shall be payable in advance at the time of application therefor.

Accounts
payable to
Collector

27. All accounts for water service, meter rates or rents shall be due and payable at the office of the Collector at the Municipal Hall in the District of Matsqui.

No rebates
or refunds

28. No rebate, refund or credit, whatsoever of any charges paid or payable for water service shall be made except as provided in this by-law.

Water cut-off
for unpaid
accounts

29. When any rates or rents due by any person under this by-law for water service supplied by the District are overdue for a period of one month, the Collector shall serve notice upon such person stating that the rates or rents are overdue and also stating the amount in arrears, and that if the overdue amount is not paid within ten days, the water

B/L 2634
August/85

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Water cut-off
for unpaid
accounts
(cont'd)

29. (cont'd)

will be cut off. The Collector shall inform the Engineer of such default and the Engineer shall cause the water to be cut off from the premises in respect of which the rates or rents are in arrears.

Fee for
reconnection
of service

30. When any service has been disconnected from any premises for non-payment of rates or rents or violation of any of the provisions of this by-law, the District may, before reconnection is made to the premises, require payment of a fee of Twenty-Five Dollars (\$25.00) and all arrears of charges owing by such owner under this by-law.

Discontinu-
ation of
water service

31. Any owner or consumer who desires to have water service to his premises discontinued, shall notify the Collector in writing at least five working days before the water is to be turned off. The notice shall be accompanied by payment of

B/L 2265
May/82
B/L 2700
Jan./86
B/L 3017
Mar. 7/88
B/L 3261
Jan. 29/90

(a) \$225.00 (Two Hundred and Twenty-Five Dollars) to cover the cost of removing the meter if the service is to be permanently discontinued; or

(b) \$30.00 (Thirty Dollars) to cover the cost of turning off the water if the service to the premises is to be temporarily discontinued.

B/L 2265
May/82
B/L 3261
Jan. 29/90

Reconnection
fee

32. When any service has been disconnected from any premises at the request of the consumer or of the owner of the premises pursuant to the provisions of Section 31 (b) hereof, the District may, before reconnection is made to the premises, require payment of a fee of \$30.00 (Thirty Dollars).

B/L 2265
May/82
B/L 3261
Jan. 29/90

No person to
turn on discon-
tinued service

33. No person other than an employee of the District shall turn on any service which has been turned off by the District.

Fire
services

34. (1) All fire services shall be so installed so that water used for other than fire-fighting purposes shall be metered; or, if circumstances permit, they can be incorporated with the ordinary service line.

(2) The meter used shall be of the Compound Crest and Disc type, and the installation shall be approved by the B.C. Fire Underwriters Association. The cost of the installation, together with all maintenance charges, shall be borne by the applicant for such fire service.

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Fire
services
(cont'd)

- (3) Any fire service that can be used for fire-fighting purposes only, may, at the discretion of the Engineer, have a detector check valve installed instead of a meter.
- (4) The cost of all meters, gate valves and detector check valves, and installation of same as defined in this section, shall be borne by the owner or occupant of the premises.
- (5) If it is found that water is being used for other than fire-fighting purposes on an unmetered fire service, the Engineer shall have the authority to shut off such service until a meter has been installed at the expense of the owner.

Cross-
connection

35. There shall be no connection or cross-connection between the District's water supply systems and any other water supply system, or source of water supply, except with the permission of the Engineer. Where any connection or cross-connection exists, or where there is a possibility of contaminated water returning to the District's distribution system by any means, gravity, back pressure or syphoning, there shall be installed and maintained in proper working order at all times a back-water preventor of a type approved by the Engineer. The installation of a back-water preventor shall be installed to meet specification requirements in force and upgraded from time to time.

District not
liable for
failure of
water supply

36. The District shall not be liable for the failure of the water supply in consequence of any accident or damage to the works, or to excessive pressure or lack of pressure, or any temporary stoppage thereof on account of alterations or repairs, whether such failure arises from the negligence of any person in the employ of the Corporation or other person whomsoever, or through natural deterioration or obsolescence of the District's system, or otherwise.

Water
restrictions

37. (1) If, at any time the Council shall deem it to be in the public interest, it may direct that any or all water services may be reduced or discontinued until it shall be considered advisable to restore the same. In particular the Council may order that restrictions shall be placed on the use for water for garden irrigation or sprinkling, or that garden irrigation or sprinkling shall be banned. Any person irrigating or sprinkling or using water in contravention of any such direction or order shall be deemed to be guilty of an offence.

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Water
restrictions
(cont'd)

- (2) Where it is necessary that restrictions upon the use of water be imposed without delay, the Engineer may order such restrictions upon the use of water as may be necessary to insure adequate service throughout the municipality during the time of shortage and such order shall specify the manner in which the restrictions shall be advertised, and notice of such action shall be provided to Council at its next scheduled meeting.
- (3) An order under subsection (2) is valid until the next regular meeting of Council, at which time the Council may, by resolution, confirm, vary, or rescind the order.
- (4) All restrictions imposed under this Section shall be lifted, by resolution of Council, upon the termination of the water shortage.

Lawful for
District to
supply water

38. It shall be lawful for the District to supply water to the inhabitants of the District and localities adjacent to the District and the provisions of this by-law shall extend to, and be binding upon, any person so supplied.

District not
obligated to
supply water

39. (1) Nothing in this by-law shall obligate the District to supply water to any person when the cost of laying the supply or service mains to the premises of such person would, in the opinion of the Engineer, be unreasonable unless such person shall be prepared to pay to the District the cost of laying the supply or service mains to his premises, provided, however, that such person may appeal from the decision of the Engineer to the Council.
- (2) Notwithstanding and in addition to the provisions of paragraph (1) of this Section, the District shall not be obligated in any way to extend water service beyond the boundaries of the "Matsqui Water Utility" established by By-law No. 1450, cited as "Waterworks Margin By-law, Amendment By-law, 1976", or which may hereafter be established within the District and whether or not the same have been or may be established pursuant to the provisions of Part 25 of the "Municipal Act".

Penalties

40. Every person who violates any of the provisions of this by-law, or who suffers or permits any act or thing to be done in contravention of this by-law, or who neglects to do or refrains from doing anything required to be done under the

Penalties
(cont'd)

40. (cont'd)

provisions of this by-law, shall be guilty of an offence and liable, upon conviction, to the penalties imposed under the "Offence Act".

Repeals all
previous
by-laws

41. By-law No. 548,, cited as "Matsqui Municipality Waterworks Regulation By-law, 1959", and all amending by-laws thereto, are hereby repealed.

READ A FIRST TIME this 17th day of October , 1981.

READ A SECOND TIME this 17th day of October , 1981.

READ A THIRD TIME this 2nd day of November , 1981.

APPROVED BY THE MINISTER
OF MUNICIPAL AFFAIRS this 10th day of December , 1981.

RECONSIDERED AND ADOPTED this 21st day of December , 1981.

H

"H. DE JONG"

Mayor

"H. COCHRAN"

Clerk

Schedule "A"

This application must be signed by
the Owner or his authorized agent.

The Corporation of the District of Matsqui

APPLICATION FOR WATER SERVICE

Lot _____ Block _____ D.L. _____ 1/4 _____ Sec. _____ T.P. _____ Plan _____

Name of Owner _____ Roll No. _____

Billing Address: _____

TO THE CORPORATION OF THE DISTRICT OF MATSQUI:

I/WE, THE UNDERSIGNED, being the owner of certain premises legally described above, in the District of Matsqui, hereby apply for water service on the said premises. I/WE further agree to pay, for all water supplied hereunder, the rates prescribed by the By-law or By-laws of the District of Matsqui. It is understood that rates will be charged from the date service is TURNED ON.

I/WE further agree that the District of Matsqui shall have the right at any time to charge for the said water by meter rates as set forth in the said By-law or By-laws, or by a flat rate system, as it may see fit, and I/WE further will protect and save harmless The Corporation of the District of Matsqui from all claims for damages caused by the bursting of any pipes used for the supply of water under this application, and that I/WE will pay for all water used on the said premises at the times specified in the said By-laws.

Signature of Applicant _____ Date _____

FEE: Application for Service/Deposit for Large Size Service/Turn On/Turn Off:
\$ _____

(Actual cost to be invoiced on completion) Receipt Number _____

DESCRIPTION OF REQUIRED SERVICES

Service Address _____

Size: _____ Type: Domestic/Commercial/Other (Describe) _____

NOTE: The receipt of an application does not guarantee that the service will be provided.

Schedule "B"

WATER RATES AND CHARGES

B/L 2496
January/85
B/L 2634
August/85
B/L 2783
January/87
B/L 2977
December/87
B/L 3148
Feb. 20/89
B/L 3261
Jan. 29/90

1. RATES FOR ALL PURPOSES

For each twelve (12) month period:

Basic Charge (for the first 30,000 gallons or part)	\$64.00/year
30,001 to 100,000 gallons	97¢/1,000 gallons
100,001 to 5,000,000 gallons	90¢/1,000 gallons
5,000,001 to 10,000,000 gallons	84¢/1,000 gallons
10,000,001 to 20,000,000 gallons	76¢/1,000 gallons
Over 20,000,000 gallons	68¢/1,000 gallons

2. CONNECTION CHARGES

(a) Where the property owner has not installed the water main and service connection as part of a subdivision:

- (i) Up to and including 3/4" connection \$ 700.00
- (ii) For a 1" connection \$ 900.00
- (iii) For a 1 1/2" connection, the charge shall be the total cost of installation, with a deposit of \$1,500.00 at the time of application.
- (iv) For a 2" connection, the charge shall be the total cost of installation, with a deposit of \$1,800.00 at the time of application.
- (v) For a 3" connection, the charge shall be the total cost of installation, with a deposit of \$2,500.00 at the time of application.
- (vi) For a 4" connection, the charge shall be the total cost of installation, with a deposit of \$3,000.00 at the time of application.

(b) Where the property owner has installed the service connection as part of subdivision requirements, the charge for installation of meter shall be:

- (i) Up to and including 3/4" meter \$ 250.00
- (ii) For a 1" meter \$ 350.00
- (iii) For a 1 1/2" meter the charge shall be the total cost of installation with a \$500.00 deposit at the time of application.

Schedule "B"

(Continued)

2. CONNECTION CHARGES (cont'd)

(b) (cont'd)

- (iv) For a 2" meter the charge shall be the total cost of installation with a \$700.00 deposit at the time of application.
- (v) For a 3" meter the charge shall be the actual cost of installation with a \$1,800.00 deposit at the time of application.
- (vi) For a 4" meter the charge shall be the actual cost of installation with a \$2,650.00 deposit at the time of application.

B/L 3148
Feb. 20/89

3. METER RENTAL

(a) Single Register Compound Meters:

<u>Meter Size</u>	<u>Semi-annual Rental</u>
3"	\$28.50
4"	\$41.50
6"	\$66.50

(b) Prospectus Fire Service Meters:

4"	\$130.50
6"	\$162.00
8"	\$210.00
10"	\$316.50

4. SERVICE OF FIRE HYDRANTS

On private property \$25.00 every 6 months

5. WATER MAIN TIE-IN

To connect a water system within a subdivision to the municipal water system, the charge shall be the actual cost to the municipality.

SCHEDULE "E"

A By-law to impose a water frontage tax on owners of land pursuant to the provisions of sections 415 and 569 of the "Municipal Act".

WHEREAS the Council may impose and levy a frontage tax upon the owners of land or real property which is capable of being connected with any water main, whether or not the parcel of land is connected with such water main;

AND WHEREAS certain costs have been and will be incurred in providing water service to lands within the municipality;

AND WHEREAS it is deemed expedient and desirable to impose and levy a frontage tax on land benefiting from such service to meet the costs;

NOW THEREFORE, the Council of The Corporation of the District of Matsqui, in open meeting assembled, ENACTS AS FOLLOWS:

Citation

1. This By-law may be cited as the "Water Frontage Tax By-law."

Inter-pretation

2. In this By-law, unless the context otherwise requires, "Actual foot-frontage" means the number of feet of a parcel of land which actually abuts on the work or highway;

"Taxable foot-frontage" means the actual foot-frontage or, where applicable, the number of feet of a parcel of land deemed to abut on the work or highway, and in respect of which parcel the frontage tax is levied for the work or service;

"Total actual foot-frontage" means the sum of the actual foot-frontage of the parcels of land which actually abuts on the work or highway;

"Total taxable foot-frontage" means the sum of the taxable foot-frontage of the parcels of land which abut or are deemed to abut on the work or highway.

Frontage tax imposed

3. A tax shall be and is hereby imposed upon the owners of land or real property within the municipality which is capable of being connected with any water main, whether or not the parcel of land is connected with such water main, the aforesaid tax to be hereinafter referred to as the "frontage tax."

By-law No. 936

A By-law to impose a water frontage tax on owners of land pursuant to the provisions of sections 415 and 569 of the "Municipal Act".

WHEREAS the Council may impose and levy a frontage tax upon the owners of land or real property which is capable of being connected with any water main, whether or not the parcel of land is connected with such water main;

AND WHEREAS certain costs have been and will be incurred in providing water service to lands within the municipality;

AND WHEREAS it is deemed expedient and desirable to impose and levy a frontage tax on land benefiting from such service to meet the costs;

NOW THEREFORE, the Council of The Corporation of the District of Matsqui, in open meeting assembled, ENACTS AS FOLLOWS:

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"Total actual foot-frontage" means the sum of the actual foot-frontage of the parcels of land which actually abuts on the work or highway;

"Total taxable foot-frontage" means the sum of the taxable foot-frontage of the parcels of land which abut or are deemed to abut on the work or highway.

Frontage tax imposed

3. A tax shall be and is hereby imposed upon the owners of land or real property within the municipality which is capable of being connected with any water main, whether or not the parcel of land is connected with such water main, the aforesaid tax to be hereinafter referred to as the "frontage tax."

Amount of frontage tax

4. (1) The frontage tax shall be levied in each year on each parcel of land aforementioned and the amount thereof, except as otherwise provided in this By-law, will be the product of the taxable foot-frontage and the annual rate.

(2) The annual rate shall be eighteen cents (18¢) per foot of taxable foot-frontage.

Total foot-frontage

5. For the purpose of this By-law, initially the following calculations have been made from a study of the lands within the municipality:

(a) the total actual foot-frontage is 676,454.1 feet;

(b) the total taxable foot-frontage is 370,397.1 feet.

Term of frontage tax

6. The frontage tax shall be in force and be effective until the complete discharge and satisfaction by the municipality of all obligations presently incurred, and to be incurred, in respect of the aforesaid service.

Regularly-shaped parcel defined

7. For the purpose of this By-law, a regularly-shaped parcel of land is rectangular.

Assessing irregularly-shaped parcels

8. (1) To place the frontage tax on a fair and equitable basis, the taxable foot-frontage of the following parcels of land shall be the number of feet fixed by the Assessor:

(a) a triangular or irregularly-shaped parcel of land;

(b) a parcel of land wholly or in part unfit for building purposes;

(c) a parcel of land which does not abut on the work but is nevertheless deemed to abut on the work, as the case may be.

(2) The Assessor, in fixing the taxable foot-frontage under subsection (1) shall have due regard:

(a) to the condition, situation, value and superficial area of the parcel as compared with other parcels of land; or

(b) to the benefit derived from the work.

Maximum and minimum frontages

9. (1) Where the number of feet of a parcel of land which abuts a water main has less than sixty (60) feet of frontage, the taxable foot-frontage shall be deemed to be a minimum of sixty (60) feet and where such parcel has more than Two Hundred (200) feet of frontage the taxable foot-frontage shall be deemed to be Two Hundred (200) feet.

Maximum and minimum frontages cont'd

9. Cont'd.

(2) Where the parcel of land is situate at the junction or intersection of highways and the water service is provided on or along more than one side of the parcel, the taxable foot-frontage shall be forty-one per centum (41%) of the actual foot-frontage.

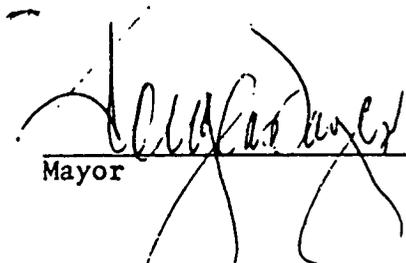
(3) Where the front and rear boundaries of a parcel of land each abut on a highway, other than a lane, which for the purpose of this By-law is defined as a highway having a width of less than thirty-three (33) feet, and the water service is provided on or along both such boundaries, the taxable foot-frontage shall be fifty per centum (50%) of the actual foot-frontage.

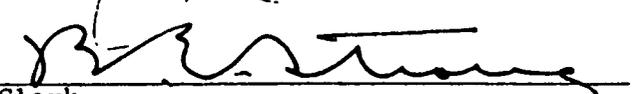
Section 8 governs section 9

10. The provisions of section 9 of this By-law shall be subject to the provisions of section 8 hereof.

INTRODUCED AND PASSED three readings on the 14th day of May, 1970.

RECONSIDERED AND ADOPTED on the 21st day of May 1970.



Mayor


Clerk

A By-law to establish the water frontage tax for 1987 and subsequent years

The Council of The Corporation of the District of Matsqui, in open meeting assembled, ENACTS AS FOLLOWS:

Citation

1. This By-law may be cited as the "Water Frontage Tax Amendment By-law No. 2, 1987".

Establishes Frontage Tax for 1987 and Subsequent Years

2. By-law No. 936, as amended, is hereby further amended by deleting subsection (2) of Section 4, and substituting therefor the following:

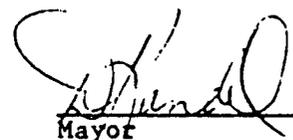
"(2) The annual rate per foot of taxable foot frontage shall be twenty-five cents (25¢) for 1987 and all subsequent years until altered or repealed."

READ A FIRST TIME this 29th day of June, 1987.

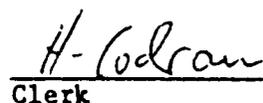
READ A SECOND TIME this 29th day of June, 1987.

READ A THIRD TIME this 29th day of June, 1987.

RECONSIDERED AND ADOPTED this 13th day of July, 1987.



Mayor



Clerk

SCHEDULE "F"

DEWDNEY-ALOUETTE REGIONAL DISTRICT

BYLAW NO. 463-1988

A bylaw to Impose Development Cost Charges

WHEREAS pursuant to the "Municipal Act" the Regional Board may by bylaw impose development cost charges under the terms and conditions of the Act;

AND WHEREAS the development cost charges may be imposed for the sole purpose of providing funds to assist the Regional District in paying the capital cost of providing, constructing, altering, or expanding sewage, water, drainage and highway facilities, other than off-street parking facilities, and providing park land, to service directly or indirectly, the development for which the charges is being imposed;

AND WHEREAS no charge is payable when:

- (a) a development cost charge has previously been paid for the same development unless, as a result of a further development, new capital cost burdens will be imposed on the Regional District;
- (b) the development does not impose new capital cost burdens on the Regional District;

AND WHEREAS where a Regional Board has the responsibility of providing a work, service or park land in a participating member municipality, the Board may by bylaw impose a development cost charge that is applicable within that municipality;

AND WHEREAS the participating member municipality shall collect and remit the development cost charge imposed under a development cost charge bylaw to the Regional District in the manner provided for in the bylaw;

AND WHEREAS the Regional Board considers that any charges imposed pursuant to this bylaw will not:

- (a) be excessive in relation to the capital cost or prevailing standard of service;
- (b) deter development;
- (c) discourage the construction of reasonable priced housing or the provision of reasonably priced serviced land;

NOW THEREFORE the Regional Board of Dewdney-Alouette Regional District, in open meeting assembled, enacts as follows:

1. This bylaw applies in respect of the areas of land identified in Schedules A and B attached and forming part of this bylaw.
2. Subject to the exemptions specified in the "Municipal Act", every person who obtains:



- (a) approval of a subdivision under the Land Title Act or the Condominium Act; or
- (b) a building permit authorizing the construction, alteration or extension of a building or structure,

shall at the time of the approval of the subdivision or issuance of the building permit pay to the Regional District the development cost charges applicable to the subdivision, construction, alteration or extension as required pursuant to the "Municipal Act" and Schedule C attached and forming part of this bylaw.

3. A development cost charge for any reason not paid at the time of approval of subdivision or issuance of a building permit as required under section 2 of this bylaw is a debt owing to the Regional District.
4.
 - (1) There is established a Development Cost Charge Reserve Fund for water facility purposes.
 - (2) A development cost charge collected by the Regional District in each year pursuant to this bylaw shall be deposited not later than the 31st day of December of that year in a separate special Development Cost Charge Reserve Fund established for water facility purposes and the Treasurer shall maintain a record of the amount of development cost charge collected for the water facility imposed pursuant to this bylaw.
 - (3) The total of the monies deposited pursuant to Section 4(1) of this bylaw with interest earned on the monies to the credit of the water facility shall be used only for the purposes authorized and pursuant to the terms imposed by the Municipal Act.
5. Where under this bylaw a development cost charge is imposed that is applicable within a participating member municipality, the participating member municipality shall collect the development cost charges on behalf of the Regional District and shall remit the development cost charge monies to the Regional District within one month of the month during which the development cost charges were collected by the participating member municipality.
6. Bylaw No. 244 entitled "Dewdney-Alouette Regional District Central Fraser Valley Water Commission Matsqui Water Utility and the District of Mission Water Area No. 1 Development Cost Charges Bylaw No. 244-1981" is hereby repealed.
7. If any part of this bylaw or its regulations is for any reason held to be invalid by the decision of any Court of competent jurisdiction, the invalid portion shall be severed and shall not affect the validity of the remainder.
8. This bylaw may be cited as "Dewdney-Alouette Regional District Water Development Cost Charge Bylaw No. 463-1988".

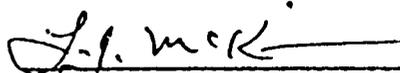
READ A FIRST TIME this 23rd day of March, 1988.

READ A SECOND TIME this 23rd day of March, 1988.

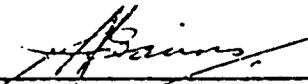
READ A THIRD TIME this 23rd day of March, 1988.

APPROVED by the Inspector of Municipalities this 24th day of October, 1988.

RECONSIDERED, FINALLY PASSED AND ADOPTED, signed by the Chairman and the Secretary and sealed with the corporate seal this 26th day of October, 1988.



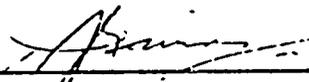
CHAIRMAN



SECRETARY

H

I HEREBY CERTIFY the foregoing to be a true and correct copy of the bylaw cited as "Dewdney-Alouette Regional District Water Development Cost Charge Bylaw No. 463-1988" as adopted by the Regional Board of the Dewdney-Alouette Regional District on the 26th day of October, 1988.



SECRETARY

SCHEDULE A

MATSQUI BULK WATER SUPPLY AREA

That portion of Corporation of the District of Matsqui as defined in Matsqui Bylaw 934 entitled "Waterworks Merging Bylaw, 1970" as amended by Bylaw 1450 entitled "Water Works Merging Bylaw Amendment Bylaw, 1976".

SCHEDULE B

MISSION BULK WATER SUPPLY AREA

That portion of District of Mission as defined in Mission Bylaw 567 entitled "District of Mission Water Area No. 1 Bylaw No. 567, 1977".



SCHEDULE C

1. In this Schedule:

"commercial" describes an area of land in a zone within which commercial uses are permitted under a zoning bylaw enacted by the local government having jurisdiction in respect of the land;

"dwelling unit" means a self-contained set of rooms used as a domicile which may contain eating, living, sleeping and sanitary facilities and not more than one set of cooking facilities;

"floor area" means the total floor area of all buildings on a parcel measured to the outer limits of each building including basement or cellar and all areas giving access thereto such as corridor, hallways, landings, foyers, staircases, stairwells, enclosed balconies and mezzanines, enclosed porches or verandahs, but excluding auxiliary parking, sundecks, elevators or ventilating machinery and unenclosed stairwells, balconies or porches;

"industrial" describes an area of land in a zone within which industrial uses are permitted under a zoning bylaw enacted by the local government having jurisdiction in respect of the land, provided that commercial uses are prohibited in the land;

"land" includes the surface of water and for the purposes of this bylaw includes buildings and structures on the land;

"parcel" means any lot, block or other area in which land is held or into which it is subdivided, but does not include a highway;

"residential" describes an area of land in a zone within which residential uses are permitted under a zoning bylaw enacted by the local government having jurisdiction in respect of the land;

"subdivision" means the division of land into two or more parcels, whether by plan, apt descriptive words, or otherwise, under the Land Title Act or Condominium Act;

2. The development cost charges applicable to the subdivision, construction, alteration or extension pursuant to Section 1 of this bylaw are set out in the table below in respect of different uses, different capital costs as they relate to different classes of development and different sizes or different numbers of lots or units in the development.

<u>Land Use</u>	<u>Development Cost Charge</u>
(1) Subdivision in a residential zone	\$198.00 for each parcel created
(2) Issuance of a building permit authorizing the construction, alteration or extension of a building that will, after the construction, alteration or extension, contain 4 or more dwelling units in a residential zone	\$148.00 in respect of each dwelling unit



- (3) Issuance of a building permit authorizing construction, alteration or extension of a building or structure in a commercial zone \$1.50 per square metre of floor area of the building or structure for which the building permit is issued.
- (4) Issuance of a building permit authorizing construction, alteration or extension of a building or structure in an industrial zone \$1,410.00 per hectare of land comprising the parcel in respect of which the building permit is issued.



SCHEDULE "G"

POLICE SERVICE CHARGES

The service charge for Police Protection on the Reserve shall be based on the assessed value of all premises on the Reserve and shall be calculated annually to reflect the actual costs of operating the Matsqui Police Department for the previous calendar year as follows:

	Total value of all premises on the Reserve as determined by
	<u>the B.C. Assessment Authority</u>
Total Police Department Operating costs, including X any long-term debt repayment	Total value of all premises on the Reserve and all premises in the Municipality of Matsqui, as determined by the B.C. Assessment Authority

The Municipality shall notify the Band of the Police Protection service charges by March 31st each year, together with a copy of the previous year's financial statement and a calculation schedule to support the charges.

MATSQUI TAXATION CENTRE

Consolidated Statement for December 31st 1992

	Consolidated Y.T.D.
REVENUES:	
I.N.A.C.	0.00
District of Chilliwack	0.00
District of Langley	0.00
District of Matsqui	0.00
District of Mission	0.00
Taxes Collected	112551.91
Homeowner's Grant	17533.68
Interest Earned	474.24
TOTAL REVENUES	130559.83
EXPENSES:	
Legal Fees/Appeals	978.37
Bank Charges	21.60
Assessment Authority	5450.78
Salaries & Benefits	7508.56
Equipment Purchases	2086.90
Title Searches	29.04
Insurance	93.24
Notices	720.04
Service Agreements	83126.78
Tax Refunds	0.00
Miscellaneous	2276.80
Telephone/Postage/Fax	1134.70
Travel/Training	343.46
TOTAL EXPENSES	103770.27
PRESENT BALANCE	26789.56