

REGIONAL PUBLIC WORKS MUTUAL AID AGREEMENT

This Agreement is made as of the ____ day of _____ 2022,

AMONG:

- 1) Village of Anmore
- 2) Village of Belcarra
- 3) Bowen Island Municipality
- 4) City of Burnaby
- 5) City of Coquitlam
- 6) City of Delta
- 7) City of Langley
- 8) Township of Langley
- 9) Village of Lions Bay
- 10) City of Maple Ridge
- 11) City of New Westminster
- 12) City of North Vancouver
- 13) District of North Vancouver
- 14) City of Pitt Meadows
- 15) City of Port Coquitlam
- 16) City of Port Moody
- 17) City of Richmond
- 18) City of Surrey
- 19) Tsawwassen First Nation
- 20) City of Vancouver
- 21) District of West Vancouver
- 22) City of White Rock
- 23) Metro Vancouver Regional District (as to Electoral Area A)
- 24) Greater Vancouver Sewerage and Drainage District
- 25) Greater Vancouver Water District
- 26) Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Municipal Affairs (as to the University Endowment Land)
- 27) University of British Columbia

WHEREAS:

- A. Capitalized terms used in these recitals and this Agreement have the meanings ascribed to them in Section 1.0;
- B. The local government councils and board of the Metro Vancouver Regional District (with respect to Electoral Area A) are "local authorities" within the meaning of the *Emergency Program Act*, [RSBC 1996] Chapter 111;
- C. Local Authorities are required under the *Local Authority Emergency Management Regulation* [B.C. Reg. 380/95] to identify the procedures by which emergency resources, including personnel, equipment and facilities may be obtained from sources within or outside of the jurisdictional area

for which the Local Authority has responsibility;

- D. A Major Emergency affecting one or more Local Authorities or Regional Authorities is likely to affect the Metro Vancouver region as a whole and as such, the Parties agree that it is in the best interests for the Parties to implement a coordinated and supportive response;
- E. Pursuant to the *Local Authority Emergency Management Regulation* [BC Reg. 380/95], a Local Authority may enter into mutual aid agreements for Resources and subsequent cost recovery outside of the jurisdictional area for which the Local Authority has responsibility;
- F. Pursuant to the *Local Government Act* [RSBC 2015, Chapter 1], a board of a regional district has the statutory authority to enter into mutual aid agreements with a Local Authority;
- G. Pursuant to the *Greater Vancouver Sewerage and Drainage District Act* [SBC 1956, Chapter 59] and the *Greater Vancouver Water District Act* [SBC 1924, Chapter 22], the GVS&DD and the GVWD, respectively, have the statutory authority to enter into mutual aid agreements with Local Authorities;
- H. Pursuant to the *University Endowment Land Act* [RSBC 1996 Ch. 469], the Minister of Municipal Affairs has the authority to enter into agreements respecting the administration of the University Endowment Land;
- I. Pursuant to the *University Act* [RSBC 1996 Ch. 468], the Board of Governors of the University of British Columbia has the authority to enter into agreements on behalf of the university; and
- J. The Parties desire to enter into this Agreement for the purposes of providing for mutual support, aid and assistance to, among other things, ensure that Public Works are maintained in the event of a Major Emergency.

NOW THEREFORE in consideration of the premises and of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the above signing Parties hereto covenant and agree with each other as follows:

1.0 Definitions

In this Agreement, unless something in the subject matter or context is inconsistent therewith, the capitalized terms herein will have the meanings set out below:

- (a) **"Agreement"** means this agreement and includes all recitals and schedules to this agreement;
- (b) **"Authorized Representative"** means the representative of the Local Authority or Regional Authority authorized by the municipal council, regional board, Minister of Municipal Affairs or Board of Governors of the University of British Columbia, as applicable, to coordinate, allocate, and prioritize assistance under the terms of this Agreement.
- (c) **"Computer System"** means any computer, hardware, software, communications system, electronic device, server, cloud, or microcontroller, including similar system or any configuration of the aforementioned and including any associated input, output, data

storage device, networking equipment or back up facility.

- (d) **“Cyber Attack”** means an attempt to disrupt, disable, destroy or maliciously control a Computer System and includes, without limitation, an attempt to destroy the integrity of data or to steal controlled information.
- (e) **“Disaster”** means a calamity that:
 - (i) is caused by accident, fire, explosion or technical failure or by the forces of nature; and
 - (ii) has resulted in serious harm to the health, safety or welfare of people, or in widespread damage to property.
- (f) **“Effective Date”** has the meaning given in Section 9.1;
- (g) **“Emergency”** means a present or imminent event or circumstance that:
 - (i) is caused by accident, fire, explosion, pandemic, technical failure or the forces of nature; and
 - (ii) requires prompt coordination of action or special regulation of persons or property to protect the health, safety or welfare of a person or to limit damage to property.
- (h) **“GV&DD”** means the Greater Vancouver Sewerage and Drainage District;
- (i) **“GVWD”** means the Greater Vancouver Water District;
- (j) **“Joinder Agreement”** means an agreement substantially in the form attached hereto as Schedule “A”, pursuant to which a New Party agrees to join and be bound by the terms of this Agreement;
- (k) **“Local Authority”** means:
 - (i) for a municipality, the municipal council; and
 - (ii) for an electoral area in a regional district, the board of the regional district;

and for the purposes of this Agreement includes the following parties who are not are “local authorities” within the meaning of the *Emergency Program Act*, [RSBC 1996] Chapter 111:

 - (iii) for the University Endowment Lands, the Minister of Municipal Affairs; and
 - (iv) for the University of British Columbia, its Board of Governors.
- (l) **“Major Emergency”** means an Emergency, Disaster or Other Serious Incident that involves one or more Local Authorities or Regional Authorities and requires resources beyond the capability of one or more of the Local Authorities or Regional Authorities

involved.

- (m) **"New Party"** has the meaning given in Section 9.3 below.
- (n) **"Other Serious Incident"** means any sudden, unexpected, or unintended incident, other than a Disaster or Emergency, and including a Cyber Attack, for which a Local Authority or Regional Authority may require assistance to protect the health, safety or welfare of a person or to limit damage to Public Works or other property.
- (o) **"Parties"** means those parties who have signed this Agreement or a Joinder Agreement, and **"Party"** means any one of them.
- (p) **"Public Works"** means any work or property under the management or control of the Local Authority or Regional Authority, including but not limited drinking water, wastewater waste management services, transportation systems and networks and Computer Systems.
- (q) **"Regional Authority"** means the Board of the GVS&DD or the Board of the GVWD.
- (r) **"Requesting Authority"** means a Requesting Local Authority or Requesting Regional Authority, as the case may be.
- (s) **"Requesting Authority's Personnel"** includes any elected officials, officers, employees or affiliated volunteers of a Requesting Authority.
- (t) **"Requesting Local Authority"** means a Local Authority under a Major Emergency situation that has, pursuant to this Agreement, requested assistance from another Local Authority or Regional Authority.
- (u) **"Requesting Regional Authority"** means a Regional Authority under a Major Emergency situation that has, pursuant to this Agreement, requested assistance from another Local Authority or Regional Authority.
- (v) **"Resources"** means a Local Authority's personnel, equipment, facilities, services and materials that are available or potentially available for utilization to ensure that Public Works are maintained.
- (w) **"Responding Authority"** means a Responding Local Authority or Responding Regional Authority, as the case may be.
- (x) **"Responding Authority's Personnel"** includes any elected officials, officers, employees or affiliated volunteers of a Responding Authority.
- (y) **"Responding Local Authority"** means a Local Authority that provides Resources to a Requesting Authority that has, pursuant to this Agreement, requested assistance to confront a Major Emergency.
- (z) **"Responding Regional Authority"** means a Regional Authority that provides Resources to a Requesting Authority that has, pursuant to this Agreement, requested assistance to

confront a Major Emergency.

- (aa) **“Standby Expenses”** means compensation paid or owing to an employee not scheduled for normal work but who is required to be immediately available for call-in work.

2.0 Intent of the Agreement

- 2.1 This Agreement is intended to guide the sharing of Resources amongst Local Authorities and Regional Authorities when assistance has been requested during Major Emergency situations for which the sharing of Resources is required.
- 2.2 Resources are intended to be available in the event of a Major Emergency of such magnitude that it is, or is likely to be, beyond the capability of a single Local Authority or Regional Authority and requires the combined Resources of several or all of the Local Authorities and Regional Authorities to this Agreement.

3.0 Scope of the Agreement

- 3.1 Except as set out in Section 12.1 below, this Agreement shall not supplant, without mutual consent, existing agreements between the Parties for the exchange or provision of Resources on a reimbursable, exchange, or other basis.
- 3.2 Any activation of this Agreement under Section 4.0 will clearly state that the request for Resources is being made under this Agreement.

4.0 Activation

- 4.1 In the event of a Major Emergency, the Authorized Representative designated by the Requesting Authority may activate this Agreement by making a request for Resources to the Authorized Representative of one or more Parties to this Agreement.
- 4.2 If the Requesting Authority is a Local Authority, such Requesting Local Authority shall first request Resources from their bordering Local Authorities, before requesting Resources from more distant Local Authorities or from Regional Authorities.
- 4.3 If the Requesting Authority is a Regional Authority, the Requesting Regional Authority shall first request Resources from those Local Authorities adjacent to the location of the Major Emergency before requesting Resources from more distant Local Authorities.
- 4.4 Sections 4.2 and 4.3 shall not restrict a Requesting Authority from accepting the first available Resources from any Local Authority.

5.0 Resource Requests and Inventory

- 5.1 Each Party agrees that, in the event of a Major Emergency, it will, upon receipt of a written request from a Requesting Party, furnish such Resources as are available, provided that doing so would not unreasonably diminish the capacity of the Responding Authority to provide any required Resources to its own jurisdictional area. For certainty, the extent of the assistance given will be at the discretion of the Authorized Representative of the Responding Authority, having regard to

its own local needs and situation at the time.

- 5.2 The start date of the provision of Resources will be the date agreed to in writing by both the Requesting Authority and Responding Authority. The termination date for the provision of Resources will be determined by the Responding Authority and shall not exceed the end time of the Major Emergency, as agreed by the Responding Authority and Requesting Authority.
- 5.3 During a Major Emergency, all personnel from a Responding Authority shall report to and work under the direction of the Party within whose jurisdiction the Major Emergency is occurring, in cooperation with the Requesting Authority and any other Responding Authorities.
- 5.4 Each Party should maintain an inventory of Resources that may be made available in the event of a Major Emergency and share that inventory with its neighbouring Local Authorities and Regional Authorities.
- 5.5 If a request for Resources is made pursuant to this Agreement, the Requesting Party will, as necessary, make available to the Responding Authority:
 - (a) maps of its jurisdiction indicating the nearest and most suitable roads to enable responders to get to an emergency as quickly as possible, together with locations of water supplies and access thereto;
 - (b) applicable operating guidelines and communications protocols;
 - (c) a copy of the Requesting Authority's emergency plan; and
 - (d) names and contact information for the Requesting Authority's key personnel.

6.0 Reimbursement

- 6.1 The Requesting Authority will reimburse the Responding Authority for any actual costs incurred providing any Resources requested under this Agreement, plus a sum equal to 10% of those costs and expenses on account of the Responding Authority's overhead.
- 6.2 Without limiting the generality of Section 6.1, a Requesting Authority shall pay to the Responding Authority:
 - (a) Regular Time – Salaries, wages and other regular time employment expenses (including benefits and statutory deductions) of employees or affiliated volunteers, at the current prevailing rates of the Responding Authority.
 - (b) Overtime and Standby Expenses – Overtime employment expenses and Standby Expenses of employees or affiliated volunteers, at the current prevailing rates of the Responding Authority. There is no compensation for banked time of employees.
 - (c) Supplies and Materials – Value of supplies or other materials which are not returnable to the Responding Authority. All charges will be at current market rates or at rates otherwise agreed to. Supplies or materials may be replaced with like supplies or materials, if agreed to by the Responding Authority.

- (d) **Equipment – Compensation for the use of equipment, vehicles, computers, or other hardware owned outright by the Responding Authority.** Equipment reimbursement rates shall be at a rate agreed to by the Requesting Authority and Responding Authority for vehicles or other equipment. If a rate cannot be agreed, the rate will at the British Columbia standard for equipment reimbursement, as represented by the Blue Book – BC Equipment Rental Rate Guide. The Requesting Authority shall be responsible for the operating costs of equipment provided, including costs of repairs required as a result of the Requesting Authority's use, while in its possession. For certainty, a Requesting Authority is not responsible for the costs of equipment repairs that would have been undertaken by the Responding Authority as a matter of routine repair or maintenance.
- (e) **Facilities – Compensation for the use of Responding Authority facilities.** Reimbursement rates will be at the prevailing rate on the day the facility is rented, leased or otherwise made available to the Requesting Authority.

- 6.3 The Requesting Authority's obligation to reimburse the Responding Authority pursuant to this Agreement is irrespective of the Requesting Authority's entitlement to compensation or funding received from Emergency Management BC or any other funding agencies. Accordingly, the Requesting Authority will be responsible for any shortfall in any amounts payable by the Requesting Authority pursuant to this Agreement and any cost recovery by the Requesting Authority from Emergency Management BC or other funding agency.
- 6.4 The Requesting Authority shall be responsible for any loss or damage to Resources used in the response and shall pay any expense incurred in the operation and maintenance thereof, as well as any expense incurred in the provision of a service or other expense in answering the request for assistance from the Requesting Authority. An itemized claim for loss and damage to the Responding Authority's equipment at the response scene shall be filed within thirty (30) days of such loss or damage occurring.
- 6.5 All Resources noted in Subsections 6.2(d) and (e) provided to a Requesting Authority shall be returned in the same condition as when such Resources were delivered to the Requesting Authority. These Resources shall be deemed to be provided in good working order, unless otherwise noted by the Responding Authority at the time of delivery.
- 6.6 The Requesting Authority will arrange for and pay for all costs associated with any necessary repairs or restoration of Resources prior to returning such Resources to the Responding Authority. For certainty, a Requesting Authority is not responsible for the costs of repairs or restoration that would have been undertaken by the Responding Authority as a matter of routine repair or maintenance.
- 6.7 The Responding Authority will invoice the Requesting Authority detailing all costs incurred in providing Resources under this Agreement, including all overhead amounts referred to in Section 6.1. Payment of such invoices by the Requesting Authority is due in full sixty (60) days from the date of invoice, unless alternate arrangements have been made between the Requesting Authority and Responding Authority or the invoice is in dispute, as contemplated in Section 6.9.
- 6.8 Payment by the Requesting Authority will be by cheque mailed to the Responding Authority's address, as detailed in the invoice, or if the Responding Authority and Requesting Authority mutually agree, payment may be transferred electronically to the Responding Authorities' bank

account, as stipulated by the Responding Authority.

6.9 If a dispute ensues with respect to an invoice issued by a Responding Authority pursuant to Section 6.7, the Parties to the dispute will use best efforts to resolve the dispute as soon as possible in accordance with the dispute resolution process provided in Section 10.0.

6.10 The Parties acknowledge and agree that they are each individually responsible for staying apprised of the financial guidelines and eligibility requirements of Emergency Management BC and any other funding agencies related to potential cost recovery that may be available from such agencies in respect of any Resources provided under this Agreement.

7.0 Insurance, Liability and Indemnity

7.1 The Parties agree to obtain and maintain sufficient insurance to meet any obligations or liabilities that may arise in connection with this Agreement. Notwithstanding the foregoing, the Parties acknowledge and agrees that they each may self-insure part or all of the risks, subject always to equivalent terms and conditions as though such policies were obtained from licensed commercial insurers.

7.2 Any required insurance coverage pursuant to this Agreement will be arranged prior to the acceptance of the request for Resources under this Agreement.

7.3 When rendering aid outside their jurisdictional area, all personnel and affiliated volunteers will retain the same powers, duties, rights, privileges and immunities, including any coverage under the *Worker's Compensation Act* that they receive when they are on duty in their home jurisdiction.

7.4 A Requesting Authority shall pay to the Responding Authority:

(a) the Workers' Compensation, death or disability benefits or any other form of compensation (including judgements, damages, costs, penalties and expenses) which the Responding Authority is legally obligated to pay to one of its employees or affiliated volunteers or the family or beneficiaries of such employees or volunteers by reason of the death or injury to an employee or volunteer while working on a Major Emergency on behalf of the Requesting Authority; and

(b) all legal fees and disbursements incurred by the Responding Authority to defend any demands, claims, suits or actions arising from, related to or caused by any death or injury to an employee or volunteer while working on a Major Emergency on behalf of the Requesting Authority.

7.5 The Requesting Authority shall in no way be deemed liable or responsible for the personal property of Responding Authority Personnel which may be lost, stolen, or damaged while performing their duties in responding under the terms of this Agreement.

7.6 No Party to this Agreement shall be liable in damages to another Party, nor to the owner of property within the geographic jurisdiction of the Requesting Authority or another Party for failing to respond to a request for assistance under this Agreement or for failing to render adequate assistance.

7.7 When Resources are provided by a Responding Authority to a Requesting Authority pursuant to this Agreement, the Requesting Authority shall release, indemnify and save harmless the Responding Authority and the Responding Authority's Personnel from and against all liabilities, claims, losses, suits, actions, judgments, demands, debts, accounts, damages, costs, penalties and expenses (including all legal fees and disbursements) which may be made against the Responding Authority, or which the Responding Authority may suffer or incur, arising from, related to or caused by:

- (a) the provision of Resources by the Responding Authority to the Requesting Authority under this Agreement;
- (b) the breach, violation, contravention or non-performance by the Requesting Authority of any of its obligations, agreements, covenants, conditions, representations, warranties or any other term of this Agreement; or
- (c) the negligence or misconduct of the Requesting Authority's Personnel acting in the course of their duties pursuant to this Agreement,

except where such liabilities, claims, losses, suits, actions, judgments, demands, debts, accounts, damages, costs, penalties and expenses (including all legal fees and disbursements) result from the negligence or misconduct of the Responding Authority's Personnel under this Agreement. The indemnities contemplated in this Section 7.7 will survive the termination or expiration of this Agreement or a Party's withdrawal from the Agreement pursuant to Section 9.2.

7.8 Subject to Section 7.7 above, the Responding Authority will not be liable or responsible in any way for all liabilities, claims, losses, suits, actions, judgments, demands, debts, accounts, damages, costs, penalties and expenses (including all legal fees and disbursements) which may be made against the Requesting Authority, or which the Requesting Authority may suffer or incur, including any personal injury that may be sustained by the Requesting Authority's Personnel, or by any other person, or for any loss or damage or injury to, property belonging to or in the possession of the Requesting Authority or the Requesting Authority's Personnel or any other person, including any equipment, materials, supplies, motor or other vehicles, arising from, related to or caused by the provision of Resources by the Responding Authority to the Requesting Authority under this Agreement, unless such liabilities, claims, losses, suits, actions, judgments, demands, debts, accounts, damages, injuries, costs, penalties and expenses (including all legal fees and disbursements) result from the negligence or misconduct of the Responding Authority or the Responding Authority's Personnel while acting in the course of their duties pursuant to this Agreement.

8.0 Modification and Review

8.1 This Agreement may only be amended upon the written consent of all signing Parties.

8.2 This Agreement may be reviewed by the Parties:

- (a) every five years, starting from the Effective Date, to ensure that it remains up to date and relevant for all Parties; or
- (b) any time upon the written request of any Party.

- 8.3 The master copy of this Agreement, together with any Joinder Agreements, will be held by the Metro Vancouver Regional District and will be made available electronically to all Parties upon request.

9.0 Effective Date, Term and Addition of Parties

- 9.1 This Agreement shall come into effect as soon as it has been executed by two Parties (the "Effective Date").
- 9.2 Any one of the Parties hereto may withdraw from this Agreement by giving not less than thirty (30) days prior written notice to the other Parties, following which the Agreement shall continue in force between the remaining Parties.
- 9.3 A Governmental Authority may be added as a new party (a "New Party") to this Agreement if such New Party executes and delivers to the Metro Vancouver Regional District a Joinder Agreement substantially in the form of Schedule "A" attached hereto. "Governmental Authority" means any federal, provincial, regional, municipal, local or other government, governmental or public department, authority, commission, council, board, bureau or agency.

10.0 Dispute Resolution

- 10.1 In the event of any dispute or material disagreement among two or more Parties regarding the interpretation or application of any provision of this Agreement, the Parties agree that:
- (a) the Parties, through their Authorized Representatives, will, in good faith, make all reasonable efforts to resolve the dispute by negotiation, during which time each Party will disclose to the other Party all relevant information relating to the dispute;
 - (b) if the dispute remains unresolved, the Parties will meet with a qualified mediator in a timely manner and attempt, in good faith, to further negotiate a resolution of such dispute; and
 - (c) if the mediator cannot resolve the dispute within 48 hours, then the dispute will, unless otherwise agreed by the Parties, either:
 - (i) be resolved in accordance with Division 3 of Part 9 of the *Community Charter*, [SBC 2003] Chapter 26; or
 - (ii) for any dispute involving a Party to which Division 3 of Part 9 of the *Community Charter*, [SBC 2003] Chapter 26 does not apply, be submitted to final and binding arbitration by a sole arbitrator appointed pursuant to the *Arbitration Act* (British Columbia).

11.0 Approvals

- 11.1 The Parties signify their approval of this Agreement by the signatures of their respective authorized representatives below.

12.0 General Provisions

12.1 Schedules. Schedule "A" is attached to and forms part of this Agreement.

12.2 Interpretation.

- (a) The words "include", "includes" and "including" as used in this Agreement shall be deemed to be followed by the phrase ", without limitation,".
- (b) The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit or enlarge the scope or intent of any provision of this Agreement.

12.3 Survival of Obligations. All of the obligations of the Parties which expressly or by their nature survive termination or expiration of this Agreement, will continue in full force and effect subsequent to and notwithstanding such termination or expiration and until they are satisfied or by their nature expire.

12.4 Amendment. No amendment of this Agreement will be binding unless made in writing and executed by each of the Parties hereto.

12.5 Entire Agreement. This Agreement constitutes the entire agreement amongst the Parties with respect to the subject matter hereof and for certainty this Agreement supersedes the "Mutual Aid Agreement for Public Works Assistance" that was prepared by the Metro Vancouver Regional Engineers Advisory Committee in 2000 and entered into by participating Local Authorities.

12.6 Governing Law. This Agreement and any dispute arising out of or in connection with this Agreement will be governed exclusively in accordance with the laws of British Columbia and the laws of Canada applicable in British Columbia which will be deemed to be the proper law of this Agreement.

12.7 Severability. Each provision of this Agreement is intended to be severable and if any provision is determined by a court of competent jurisdiction to be illegal or invalid or unenforceable for any reason whatsoever, such provision shall be severed from this Agreement and will not affect the legality or enforceability of the remainder of any other provision of this Agreement.

12.8 Time of Essence. Time shall be of the essence of this Agreement.

12.9 No Derogation. The Parties acknowledge and agree that nothing contained or implied in this Agreement will be construed as limiting or prejudicing the rights and powers of any Party in the exercise of their respective functions pursuant to the *Local Government Act*, the *Community Charter*, the *Vancouver Charter* and the *Emergency Program Act*, as the case may be, or any other right or power under any public or private statutes, bylaws, orders or regulations, all of which may be fully exercised as if this Agreement had not been entered into.

12.10 Assignment. This Agreement shall not be assignable.

12.11 Counterparts. This Agreement may be executed in counterparts and returned by email with a PDF attachment, each of which when executed and delivered shall constitute an original and all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF this Agreement has been executed and delivered by the Parties as of the day and year first above written.

Village of Anmore

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

Village of Belcarra

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Bowen Island Municipality

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City of Burnaby

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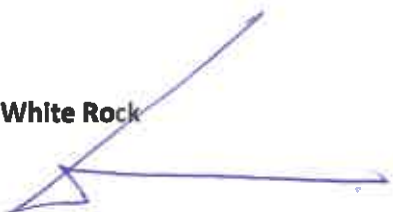
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District of West Vancouver

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City of White Rock

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Metro Vancouver Regional District

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Greater Vancouver Sewer and Drainage District

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Greater Vancouver Water District

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**Her Majesty the Queen in Right of the Province of British Columbia, as represented by
the Minister of Municipal Affairs**

Per: _____
Authorized Signatory

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Authorized Signatory

University of British Columbia

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