

**4370 JUNE SPRINGS RD WATER SERVICE AGREEMENT**

**THIS AGREEMENT** dated for reference the \_\_\_ day of \_\_\_\_\_, 2021.

**BETWEEN:**

**THE CITY OF KELOWNA**

1435 Water St.  
Kelowna, BC V1Y 1J4

(the "City")

**AND:**

**REGIONAL DISTRICT OF CENTRAL OKANAGAN**

(the "Regional District")

**WHEREAS:**

The City has a long-standing policy that if a property wanted to utilize City Services, then the property must be incorporated into our City limits; however the City has taken ownership of the Southeast Kelowna Irrigation District system which previously provided this subject lot water service.

The City owns, operates and maintains the works shown in Schedule A. The service connection is identified at property line.

NOW THEREFORE in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the Regional District covenants and agrees with the City as follows:

1. **Potable Water Service** – The City agrees to extend potable water service to the subject property outlined in Schedule A. The City will operate and maintain the water network to the property line.

2. **Extent of the Agreement-** No properties outside of this service area will be permitted to join this service area and obtain water service without the City's expressed permission.
  
3. **Notices** – Any notice which may be or is required to be given under this agreement will be in writing and either be delivered or sent by fax, addressed as follows:
  - (a) To the Regional District:  
Regional District of Central Okanagan  
1450 K.L.O. Road  
Kelowna, BC V1W 3Z4  
Attention: Chief Administrative Officer  
Fax No.: (250) 763-0606
  
  - (b) To the City:  
City of Kelowna  
1435 Water Street  
Kelowna BC V1Y 1J4  
Attention: City Clerk  
Fax No.: (250) 862-3315

or to such other address or fax number of which notice has been given as provided in this section. Any notice that is delivered or faxed is to be considered given on the day it is delivered or faxed, except that if that day is not a business day, the notice will be considered given on the next business day. If a party changes its address or fax number, or both, it will promptly give notice of its new address or fax number to the other party as provided in this section. A business day is a day other than a Saturday, Sunday or B.C. statutory holiday.

4. **Interpretation** – In this agreement:
  - (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
  
  - (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this agreement;

- (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this agreement;
  - (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
  - (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
  - (f) the provisions of s. 25 of the *Interpretation Act* with respect to the calculation of time apply; and
  - (g) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.
5. **Waiver** – Waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party.
6. **Severance** – If any part of this agreement is for any reason held to be invalid by a decision of a court with the jurisdiction to do so, the invalid portion is to be severed and the rest of this agreement will remain valid and in effect.
7. **Schedules** – The following Schedules are attached to this agreement, and such Schedules and all documents referenced therein, form integral parts of this agreement:
- Schedule A – 4370 June Springs Rd
8. **Governing Law** – This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia which are deemed to be the proper law thereof.
9. **Enurement** – This agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

Authorized signatories of **THE CITY OF KELOWNA:** )

\_\_\_\_\_)  
Mayor )

\_\_\_\_\_)  
Clerk )

) C/S

The Corporate Seal of **REGIONAL DISTRICT OF CENTRAL OKANAGAN** was hereunto affixed in the presence of: )

\_\_\_\_\_)  
Chair )

\_\_\_\_\_)  
Chief Administrative Officer )

) C/S

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