

SANITARY SEWER EFFLUENT AGREEMENT

THIS AGREEMENT made the 12 day of NOVEMBER, 1996.

BETWEEN:

CITY OF KAMLOOPS, a duly created municipality
having offices at 7 Victoria Street West,
Kamloops, British Columbia, V2C 1A2

AND:

KAMLOOPS INDIAN BAND, an Indian Band duly constituted
under the Indian Act of Canada, having offices at
315 Yellowhead Highway, Kamloops, British Columbia, V2H 1H1
as represented by its Band Council

WHEREAS:

A. The Parties have agreed that the City shall as a service to the Band, accept, treat and dispose of sanitary sewer discharge from the Serviced Lands, as defined herein and shown on the map attached hereto as Schedule "A";

B. The City may by by-law, with the approval of the inspector of municipalities, enter into an agreement to provide a service to the Band as authorized by Section 286.1 of the Municipal Act;

C. The Band has by Band Council Resolution number 96-141, dated the 15th day of October, 1996, approved and consented to the terms of this agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1 Definitions

1.1 In this agreement the following definitions apply:

- a) "Band" means the Kamloops Indian Band;
- b) "City" means the City of Kamloops;
- c) "City Engineer" means the person appointed as such from time to time by the City and his or her duly authorized assistants;
- d) "City Development Cost Charge By-Law" means Development Cost Charge By-Law No. 5-1-1046, 1995 of the City of Kamloops, as amended or replaced from time to time;
- e) "City Sanitary Sewer By-Law" means Sanitary Sewer By-Law No. 32-35, 1983, of the City of Kamloops, as amended or replaced from time to time;
- f) "Collection System" means all pipes, pumps, valves, manholes and appurtenances which make up the sanitary sewage system of the Band for the Serviced Lands, including portions which may be owned by third parties, all of which are located upstream of the Meter and operate to collect the Effluent and deliver it to the Meter;
- g) "Commercial" means any commercial or institutional use as permitted under the City's zoning by-law;
- h) "Dwelling Unit" means two or more rooms used or intended to be used for residential accommodations which have cooking, sleeping and sanitary facilities of which no more than one cooking facility is permitted consisting of cooking equipment, devices or appliances, sinks, cabinets and all electrical or plumbing service lines used or intended to be used to service the cooking facility;
- i) "Effluent" means sanitary sewer discharge from the Serviced Lands which meets or comes within the standards set by the City from time to time in the City Sanitary Sewer By-Law or otherwise.
- j) "Emergency" means any unauthorized discharge into the Collection System or

any disruption or malfunction of the Collection System or the Service, however arising or caused, which creates a danger to public health or safety, or a danger to persons or property;

- k) "**Industrial**" means a use permitted only in an industrial zone under the City's zoning by-law;
- l) "**Meter**" means the flow meter or meters owned by the City, located where the Collection System of the Band joins the City sanitary sewer system, through which meters the Effluent passes and its volume is measured;
- m) "**Multi-Family High Density**" means a use containing four or more Dwelling Units, having a density equal to or greater than fifty (50) units per hectare;
- n) "**Multi-Family Low Density**" means a use containing four or more Dwelling Units, having a density of less than fifty (50) units per hectare;
- o) "**Reserve**" means the Kamloops Indian Band Reserve No. 1;
- p) "**Residential**" means a use containing up to and including three Dwelling Units;
- q) "**Service**" means the acceptance, treatment and disposal of Effluent from the Serviced Lands to but not exceeding 6,000 Dwelling Units or equivalent;
- r) "**Serviced Lands**" means those lands and premises located on the Reserve and more particularly shown and outlined in the map attached hereto as Schedule "A";
- s) "**Subdivision**" means any change in the existing size, shape, number or arrangement of a parcel or parcels of land, whether or not involving the creation of a greater number of parcels than existing and whether carried out by survey plan or otherwise, and for the purposes of this agreement, a Subdivision is not considered to have occurred until all of the following conditions have taken place:
 - (i) the Band has approved engineering plans and specifications for the construction of the on-site and off-site sanitary sewer works (the "Works") necessary to service the parcels being created by the Subdivision;
 - (ii) the person responsible for constructing the Works has delivered to the Band security for the construction of the Works, in a form and amount satisfactory to the Band, having regard to the cost of construction of the Works and all fees due to the Band; and

- (iii) a subdivision plan has been accepted for registration by the Indian Lands Registry or any successor to it pursuant to a federal statute or otherwise.

2 Service

- 2.1 The Band is responsible at its cost for connecting the Collection System of the Band to the sanitary sewer system of the City. The connection shall be inspected and approved by the City prior to the delivery of Effluent by the Band through the Collection System to the sanitary sewer system of the City.
- 2.2 The Band will require all new construction and development on the Serviced Lands to connect to the Collection System.
- 2.3 The City agrees to provide the Service for the Serviced Lands by acceptance, treatment and disposal of Effluent from the Serviced Lands.
- 2.4 At each location where the Collection System connects to the City sanitary sewer system, the Band at its expense will install an appropriately sized sewage flow meter, the specifications of which will be subject to approval by the City Engineer prior to installation. The Band will then transfer ownership of the meter(s) to the City, who thereafter will be responsible for reading as well as service and maintenance of the meter(s). The City will provide the Band with access to read the meter(s) at all reasonable times at the Band's convenience.
- 2.5 The City will service and maintain as reasonably required, the sanitary sewer system, including sewage treatment and disposal facilities, downstream of the Meter in a manner such that they are capable of receiving, treating and disposing of the Effluent.
- 2.6 Until the conditions of Subdivision specified in paragraph 1.1 are complied with the City is not obliged to accept Effluent from new parcels of land created by Subdivision.

3 Compensation

- 3.1 The Parties expressly acknowledge that it is fair and reasonable that the City receive payment from the Band for the Service provided, because failure to pay will result in the other users of the sanitary sewer service within the City paying for the costs of the Service. Accordingly, it is a fundamental term of this agreement that the Band make all payments for the Service as required by this agreement.
- 3.2 The Band will pay to the City:

- (a) a Capital Development Fee for each parcel of land newly created or presently existing payable on the earlier of the creation of a new parcel of land by Subdivision or otherwise or the connection of a parcel of land, whether new or existing, to the Collection System;

The Capital Development Fee is the sum of a development cost charge ("DCC") component and an accelerated capital cost ("ACC") component as described below.

The DCC is as follows:

Land Use	DCC Payable
(i) Residential	Charge per parcel of land is: (1) \$1,634 per parcel for one Dwelling Unit (2) \$3,268 per parcel for two Dwelling Units (3) \$4,902 per parcel for three Dwelling Units
(ii) Multi-Family Low Density	\$30,660 per gross hectare of land
(iii) Multi-Family High Density	\$61,570 per gross hectare of land
(iv) Commercial	\$29,967 per gross hectare of land
(v) Industrial	\$16,346 per gross hectare of land

The DCC may change from time to time in accordance with changes in the DCC for sanitary sewer for parcels of land within the City, as set out in "Table Ia-Development Cost Charges-Sanitary Sewer" to "Schedule B, City-Wide Development Cost Charge Schedule", in the City Development Cost Charge By-Law as amended from time to time. The City will undertake to provide the Band with advance notice of any amendments to the City Development Cost Charge By-Law which would affect the DCC component of the Capital Development Fee.

The DCC reflects the real cost to the City sanitary sewer system of new development. For any number of political or economic reasons, the City may reduce the DCC's payable within the City for sanitary sewer to a level below their real cost to the City (the "Assist Factor"). The Band shall not be entitled to an Assist Factor and agrees to pay the full DCC's for sanitary sewer without assistance.

The ACC does not apply to capital works required to upgrade the City Sanitary Sewer System for the sole purpose of accommodating sewage flows from development on the Serviced Lands. In this case, the costs for the capital works will be borne solely by the Band over and above any other compensation described in this agreement.

The ACC is as follows:

Land Use	ACC Payable
(i) Residential	Charge per parcel of land is: (1) \$150 per parcel for one Dwelling Unit (2) \$300 per parcel for two Dwelling Units (3) \$450 per parcel for three Dwelling Units
(ii) Multi-Family Low Density	\$2,813 per gross hectare of land (calculated based on a conversion factor of sewage flows equivalent to 18.75 Dwelling Units per gross hectare of land)
(iii) Multi-Family High Density	\$5,651 per gross hectare of land (calculated based on a conversion factor of sewage flows equivalent to 37.67 Dwelling Units per gross hectare of land)
(iv) Commercial	\$2,750 per gross hectare of land (calculated based on a conversion factor of sewage flows equivalent to 18.33 Dwelling Units per gross hectare of land)
(v) Industrial	\$1,500 per gross hectare of land (calculated based on a conversion factor of sewage flows equivalent to 10 Dwelling Units per gross hectare of land)

These ACC costs will remain fixed until such time as the total number of equivalent Dwelling Units reaches 6,000, of which 4,000 equivalent Dwelling Units will be connected to the South Shore segment of the City Sanitary Sewer System, and 2,000 equivalent Dwelling Units will be connected to the North Shore segment of the City Sanitary Sewer System. In the phasing of development of the Serviced Lands, up to 2,000 equivalent Dwelling Units may initially connect to the South Shore segment of the City Sanitary Sewer System, after

which the Band will undertake to prepare a plan in consultation with the City for connecting the remaining 4,000 equivalent Dwelling Units on a prorated basis to the North Shore and South Shore segments of the City Sanitary Sewer System.

- (b) a Sanitary Sewer User Fee equal to a combined meter rate as set forth in Schedule A and C respectively of the City Sanitary Sewer By-Law without discount. At the date of this agreement, the metered rate is \$0.35 per cubic meter of Effluent accepted by the City. The initial base rate is \$8,500.00 per year, which is based on the equivalent of a 6 inch (152.4 mm) water service, which is deemed to be adequate to provide service to 1,000 equivalent Dwelling Units. For development on the Serviced Lands beyond the 1,000 equivalent Dwelling Units, the base will be increased on a prorated basis in accordance with Schedule C of the City Sanitary Sewer By-Law. The City will undertake to provide the Band with advance notice of any amendments to the City Sanitary Sewer By-Law which would affect the user fee paid by the Band to the City.
- (c) a Services User Fee of \$200.00 per calendar year for each Dwelling Unit, including each Dwelling Unit in any Multi-Family Low Density and Multi-Family High Density developments, connected to the Collection System. The fee will be pro rated where the Dwelling Unit has been connected for less than the previous year. Dwelling Units occupied by members of the Band on July 1st as their principal residence will be exempted from this annual Services User Fee for that year. The Services User Fee shall be amended each December 31st by a percentage equal to the percentage change in the Consumers Price Index from the previous January 1st as calculated by Statistics Canada;
- (d) the City, not less than 30 days before payment is due, will bill the Band, and payment will be due:
 - a) for Capital Development Fees, quarterly on March 31, June 30, September 30 and December 31 in each and every year, accrued and payable from the previous quarter;
 - b) for the Sanitary Sewer User Fee, quarterly on March 31, June 30, September 30 and December 31 in each and every year, accrued and payable from the previous quarter. Failure by the Band to pay by these dates will result in a 10% penalty charge;
 - c) for the Service User Fee, annually on March 31, accrued and payable for the preceding calendar year;
- (e) All amounts payable by the Band to the City under this agreement shall be

payable within 30 days of the billing date;

- (f) Interest calculated and compounded monthly on arrears of payments due under this agreement, calculated from the due date to the date of payment, at the annual rate of interest charged by the City on arrears of taxes. At the date of this agreement the rate of interest is nine per cent (9%) per annum.

4 Security

- 4.1 As security for all the debts, liabilities and obligations of the Band to the City under this agreement and in addition to the other rights and obligations of the parties under this agreement the Band must provide to the City, as of the date of this agreement, a clean irrevocable, unconditional demand letter of credit in the amount of FIFTY THOUSAND DOLLARS (\$50,000.00). The letter of credit must be issued in a form, and by a bank, satisfactory to the City. Partial draws are permitted. If the letter of credit (or any replacement or substitute for it) will expire prior to the date when all debts, liabilities and obligations of the Band for compensation under this agreement have been satisfied in full, then the Band must deliver to the City, at least thirty (30) days prior to its expiry, a replacement or substitute letter of credit issued on like terms and conditions. If the Band fails to do so, the City may draw down the full outstanding balance of the letter of credit (or any replacement or substitute for it), and hold the cash in lieu of the letter of credit.
- 4.2 The Parties agree that the need for the letter of credit shall be reviewed on the fifth anniversary of the date of this agreement and, provided there has been no default by the Band in payments due for the Service or otherwise due to the City under this agreement, the City may, at its discretion delete the requirement for the letter of credit.

5 Trust Fund

- 5.1 One third of the annual Service User Fees payable pursuant to paragraph 3.2 (c) shall be retained by the City and placed in an interest bearing trust account (the "Trust Fund").
- 5.2 The Trust Fund shall be expended only on parks and recreation projects located on the Reserve and only if both Parties agree as to the nature and extent of such expenditures.
- 5.3 All parks and recreation facilities on the Reserve which receive funding in any amount from the Trust Fund shall be operated so as to provide full access to such facilities by members of the Band, other residents of the Reserve, and residents of the City, all on equivalent terms and conditions, without any preference to or discrimination against any of these groups or their members. The Band will maintain control of these facilities. The Band and the City will co-operate in scheduling the use, operation and maintenance of the facilities.

6 Development Co-Operation

- 6.1 The Band will not permit within the Serviced Lands any new sanitary sewage disposal systems to be constructed which do not connect directly to the Collection System.
- 6.2 The Band will prohibit the connection of any storm drainage or other ground water drainage to the Collection System.
- 6.3 The Band will encourage, in all existing and new construction and developments on the Serviced Lands, management measures aimed at reducing volumes of sewage generated by the development, including but not limited to mandatory use of low flow plumbing fixtures, water metering and water conservation education programs.
- 6.4 The Band will encourage developed lands with existing septic or other sewer systems to connect to the Collection System as soon as possible.
- 6.5 The Band will make the City aware of all new subdivision or construction development being proposed for the Serviced Lands and prior to approving a proposal will consider any suggestions made by the City to integrate the proposal into the Service as effectively as possible.
- 6.6 The Band will not approve any new light, general or heavy industrial development in the Serviced Lands (as those terms are defined in the City's Zoning By-Laws) unless the effluent from such development meets the standards required by this agreement.

7 Collection System

- 7.1 The Band will ensure that the Collection System is constructed, repaired and maintained in a workmanlike manner to industry standards and complies with all federal, provincial, and Band laws, building codes and regulations.
- 7.2 The Band will provide Record Drawings or As Built Drawings of the Collection System to the City.
- 7.3 The City Engineer, or any representative or representatives appointed by it, shall at all reasonable times be permitted complete and unhindered access onto and across the Serviced Lands and the Reserve for the purposes of inspecting and monitoring any portion of the Collection System.
- 7.4 The Band will strictly comply with all written directions of the City concerning the Collection System, including making all repairs, alterations, maintenance or interruption to the Collection System directed by the City, to the standards prescribed by the City, to its satisfaction, and within the times directed by the City or, if no time period is given,

within a reasonable time of receiving the direction.

- 7.5 If the Band fails to strictly comply with a direction from the City and the City considers an Emergency to exist, then at its option the City may enter onto the Serviced Lands and make the directed repairs, alterations, maintenance or interruptions to the Collection System, as the case may be, and the Band shall pay all related costs incurred by the City, including all of the City's administrative, supervisory, engineering and design costs.
- 7.6 In an Emergency, the City may immediately, without giving prior direction to the Band, repair or interrupt the Collection System or take other reasonable steps to limit any immediate danger to people or property with respect to the Service provided under this agreement and the Band must pay all costs incurred by the City as a result, including its administrative, supervisory, engineering and design costs.
- 7.7 The City has no obligation or duty of any kind or nature whatsoever to make any inspection, maintenance, repair or replacement of any portion of the Collection System.

8 Interruption of Services

- 8.1 The Parties expressly acknowledge that the Service under this agreement involves important issues of public health, safety and fair treatment of all the residents of the Reserve and the City and therefore:
- (a) the provisions of this section 8 dealing with interruption of the Service are fundamental terms of this agreement, and
 - (b) this agreement shall not be subject to termination by either Party unilaterally, whether in response to a breach by the other Party of any fundamental or other term of this agreement, or for any other reason, without the aggrieved Party first undertaking recourse by means of arbitration pursuant to paragraph 13.1.
- 8.2 The City may, in its sole discretion, interrupt the provision of the Service if the Band fails to comply with the direction of the City which has been given under this agreement, and the interruption is necessary to prevent an Emergency or if the Band fails to comply with an arbitration award given pursuant to paragraph 13.1
- 8.3 The City may, in its sole discretion, interrupt the provision of the Service if it decides that interruption is necessary by reason of an Emergency.
- 8.4 The City may direct the Band in writing to interrupt the Collection System or any part of it if the City decides that interruption is necessary for public health or safety reasons. If the band does not interrupt the Collection System within a reasonable time, the City

may interrupt the provision of the Service to the Serviced Lands or any part thereof and for that purpose may enter onto the Serviced Lands and make the direct interruptions to the Collection System and the Band must pay all related costs incurred by the City.

- 8.5 Interruptions of Service will only be made as expressly authorized by this agreement, or after recourse to arbitration pursuant to paragraph 13.1.

9 Representation and Warranty

- 9.1 The Band represents and warrants that it has the authority and legal right to enter into this agreement.

- 9.2 The City represents and warrants that it has the authority and legal right by by-law to enter into this agreement subject to the approval of the Inspector of Municipalities.

- 9.3 The rights, powers and remedies of the City provided in this agreement are cumulative and the exercise or enforcement by the City of any right or remedy under this agreement must not preclude the exercise or enforcement by the City of any other right or remedy under this agreement or which the City is otherwise entitled by law to enforce.

10 Release and Indemnity

- 10.1 The Band releases, indemnifies and saves harmless the City from and against all claims, demands, actions, suits, losses, damages, costs (including legal costs), fines, penalties, charges and expenses which the City may incur, suffer or be put to arising out of or in connection with this agreement or the provision of the Service including:

- (a) those arising out of or in connection with any loss or damage to persons (including bodily injury and death) or property as a result of or in connection with, directly or indirectly, this agreement;
- (b) economic losses sustained because of interruption of the provision the Service inadvertently or advertently, by anybody, including interruption by the City;
- (c) those arising from a breach by the Band of any of its agreements, representations, warranties or covenants set forth in this agreement, and
- (d) a claim brought by a resident of the Serviced Lands or a member of the Band respecting the Service.

provided, however; this obligation to release and indemnify the City must not apply to claims to the extent, if any, to which they may arise from the wrongful or negligent act

or failure to act of the City, and whether any such claims arise in negligence or nuisance, or by reason of any non-compliance by the City with any applicable federal, provincial or municipal laws, by-laws or regulations including statutory offenses, statutory causes of action or administrative or civil orders or proceedings or otherwise.

- 10.2 Paragraph 10.1 is subject to the condition that the City will give to the Band written notice in advance, or at the earliest possible opportunity, of any liability or potential liability under this section such that the Band will have the greatest opportunity possible to mitigate, remediate, eliminate or otherwise limit its liability or potential liability under this section.

11 Discharge of Effluent

- 11.1 The Band will comply with all federal, provincial and Band laws and regulations applicable at the time of the discharge of Effluent into the Collection System.
- 11.2 Without limiting the generality of paragraph 11.1, the Band will in its sanitary sewer by-law, ensure consistency with the City Sanitary Sewer By-Law respecting standards for discharge of Effluent into the sanitary sewer system of the City, thereby prohibiting any person discharging or permitting to be discharged into the Collection System any substance which does not meet the Effluent standards set forth in the City Sanitary Sewer By-Law. The City may adjust the standards for discharge of Effluent from time to time by amendment of the City Sanitary Sewer By-Law and will undertake to provide the Band with advance notice of any changes, including documented justification, so as to enable the Band to make appropriate changes to its sanitary sewer by-law to ensure consistency. The Band will be diligent about enforcing any breach of its sanitary sewer by-law including, where necessary, the pursuit of injunctive remedies to prevent introduction into the Collection System of Effluent which does not meet the required standards.
- 11.3 The Band will disconnect or turn off from the Collection System any connected parcel of land which has sanitary sewage discharge that does not comply with the minimum standards described in paragraph 11.2 or such more stringent standards as may be set under paragraph 11.1.

12 Notices

- 12.1 All notices, bills and other correspondence delivered pursuant to this agreement must be in writing, mailed or otherwise delivered to the respective parties at the addresses given on page one. Any notice, bill or other correspondence so delivered shall be deemed to have been given and received, if delivered by hand, on the date of delivery, and if sent by prepaid mail on the fourth business day after posting, and if sent by telex, telecopier,

telegram or other similar form of transmission, on the first business day after dispatch.

13 Arbitration

- 13.1 In the case of any dispute between the City and the Band as to any matter arising under this agreement, either party shall be entitled to give to the other party notice of the dispute and demand arbitration thereof and, after giving notice and demand, each party shall at once appoint an arbitrator and the appointees shall jointly appoint a third arbitrator. The decision of any two of the three arbitrators so appointed shall be final and binding upon the parties who covenant with each other that their disputes shall be decided by arbitration alone and not by recourse at law. The arbitration shall be conducted in accordance with the Commercial Arbitration Act (British Columbia).
- 13.2 The cost of arbitration shall be apportioned between the parties as the arbitrators or a majority of them may decide.

14 General

- 14.1 This agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 14.2 Except as specifically provided herein, nothing in this agreement shall affect the rights and powers of either the City or the Band in the exercise of their functions, rights, power or authority under any enactments, which may be fully and effectively exercised as if this agreement had not been made.
- 14.3 Except as specifically provided herein, this agreement shall not be construed so as to prejudice or in any way effect the Band's interest in and jurisdiction over the Reserve or provide, in any manner, the City with any jurisdiction it otherwise does not have over the Reserve. Nothing in this agreement shall give the City any jurisdiction over the assessment, taxation, subdivision, development or any other matter, with respect to the Reserve, which authority is and shall remain in the Band. Any reference in this agreement to the City's zoning by-laws shall be for convenience only, such by-laws having no application on the Reserve. The City shall have, in compensation for the Service provided or for sums otherwise due under this agreement, a right or claim against the Band only and not in any circumstances against the persons using or occupying the Serviced Lands.
- 14.4 Each Party shall execute, or cause to be executed, such further and other documents and instruments, and do, or cause to be done, such further and other things as they are authorized to do and as may be necessary to implement and carry out the intent of this agreement.

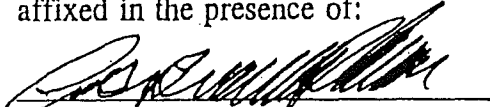
- 14.5 The agreement supersedes, terminates and renders of nil force and effect the agreement made between the City and the Band dated November 6, 1992 for the provision of sanitary sewer service by the City to the Band, and all other documents, agreements and written and oral communication made prior to the date of this agreement with respect to the subject matter of this agreement. This agreement contains the whole agreement between the Parties hereto with respect to its subject matter.
- 14.6 This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, or, to the extent that matters of paramount Federal jurisdiction are involved, the laws of Canada.
- 14.7 Neither this agreement nor any part of it may be assigned by any Party without the consent of other Party.
- 14.8 No amendment or variation of the terms, conditions, warranties, covenants, agreements or undertakings set out herein will be of any force and affect unless the same is reduced to writing, and duly executed by all Parties hereto.
- 14.9 No consent or waiver, express or implied, by any party hereto of any breach or default by another hereunder will:
- (a) be valid unless it is in writing and stated to be a consent or waiver pursuant to this paragraph;
 - (b) be relied on as a consent to or waiver of any other breach or default of the same or any other nature;
 - (c) constitute a general waiver under this agreement; or
 - (d) eliminate or modify the need for a specific consent or waiver pursuant to this paragraph in any other or subsequent instance.
- 14.10 Time is of the essence in the performance of each obligation under this agreement.
- 14.11 Each provision of this agreement is intended to be severable, and accordingly:
- (a) the unenforceability or invalidity of any particular provision under any applicable law will not affect the validity of any other provision, except that if, on the reasonable construction of this agreement as a whole, the other provision is expressly stated, or is by reasonable implication intended by the Parties, to be dependent on the validity and enforceability of the particular provision, the other provision will be deemed also to be invalid or unenforceable;

- (b) if any provision of this agreement is invalid or unenforceable, the balance of this agreement will be construed and enforced as if all invalid or unenforceable provisions and all provisions so deemed to be invalid or unenforceable were not contained herein; and
 - (c) if, as a result of a determination by a court of competent jurisdiction that any part of this agreement is unenforceable or invalid, and of any application of this paragraph, the basic intentions of the Parties, as evidenced by this agreement, are entirely frustrated, the parties will use all reasonable efforts to amend, supplement or otherwise vary this agreement in order that it more closely conforms with their mutual intentions in entering into this agreement.
- 14.12 Wherever the singular or the masculine or the neuter is used in this agreement it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used, or the Parties or the context hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.
- 14.13 None of the existence of this agreement, the contents of this agreement, or the transactions contemplated by this agreement shall be admissible before any court, tribunal, board, commission, or other body to impair or confirm any aboriginal rights or title of the Band or of any other aboriginal people of Canada and all are without prejudice to the position any Party to this agreement may take with respect to aboriginal rights or title now or at any time or place in the future.
- 14.14 Neither Party shall be construed as being an agent, partner or joint venturer of the other by reason of this agreement.

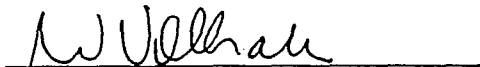
IN WITNESS WHEREOF the Parties have executed this agreement as of the date

first above mentioned.

THE CORPORATE SEAL OF THE
CITY OF KAMLOOPS was hereunto
affixed in the presence of:



Mayor



Clerk

C/S

SIGNED, SEALED AND DELIVERED
in the presence of:



Witness Signature

JOSEPH E. MARTIGNAGO
Name

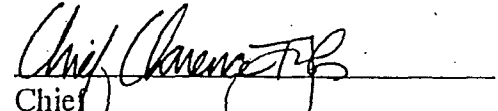
144 AYNIL CRESC. KAMLOOPS BC
Address

CITY ADMINISTRATOR
Occupation

(AS TO BOTH SIGNATURES)

KAMLOOPS INDIAN BAND

Per:



Chief



Administrator

CITY OF KAMLOOPS AND KAMLOOPS INDIAN BAND SANITARY SEWER EFFLUENT AGREEMENT

NOT TO SCALE

SCHEDULE "A" SERVICED LANDS

