

1907.

Chapter.

An Act to confirm a certain By-Law of the Town of Fort Saskatchewan and a certain agreement between the said Town and one Ormond Higman.

(Assented to

1907)

Whereas a certain By-Law of the Town of Fort Saskatchewan, numbered 47, was duly passed by the Council of the Town of Fort Saskatchewan on the 14th day of May A. D. 1906 and under and by virtue of the said by-law an agreement was duly entered into and executed on the same date between the said Town of Fort Saskatchewan and one Ormond Higman whereby the said Town of Fort Saskatchewan granted to the said Ormond Higman his executors, administrators and assigns an exclusive franchise for a period of fifteen years from the date of the said agreement to instal and operate an electric lighting plant in the said Town, as appears by the said by-Law and agreement set forth in the schedules hereto;

And whereas the granting of the said exclusive franchise for the said period of fifteen years was not within the competence of the said Council;

And whereas the said council desires to have the said by-law and the said agreement confirmed and validated, and it is expedient to do so.

Therefore His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Alberta, enacts as follows:

1. By-Law No. 47 of the Town of Fort Saskatchewan passed on the 14th day of May A. D. 1906 and entitled "By-Law to authorize the making of a contract for Electric Light and Power." a true copy whereof appears as Schedule A. hereto, is hereby confirmed and validated in all respects as of the date of the passing thereof.

2. The agreement entered into between the Town of Fort Saskatchewan and the said Ormond Hignan on the 14th. day of May, A. D. 1906, a true copy whereof appears as schedule B. hereto, is hereby validated and confirmed in all respects as of the date thereof.

Schedule A.

By-Law No. 48.

By-Law to authorize the making of a contract for Electric light and Power.

Whereas one Ormond Higman the younger has made certain proposals for the installation of an electric lighting plant in and for the Town of Fort Saskatchewan and it is deemed expedient to accept the said proposals and to enter into an agreement with the said Ormond Higman the younger.

Now, therefore, the Council of the Town of Fort Saskatchewan enacts as follows:-

1. That the mayor and the Secretary-Treasurer of the said Town be and they are hereby authorized to execute on behalf of the said Town, on the same being executed by the said Ormond Higman, a certain agreement whereof a true copy is hereunto annexed.

Passed in Council and given under the Corporate Seal and the hands of the Mayor and the Secretary-Treasurer of the Town of Fort Saskatchewan this 14th day of May
A. D. 1906.

L. S.

(sd) Wm. Ford Langworthy,
Mayor.

(sd) H. E. Daniel,

Secy Treas.

Schedule B.

This agreement made in duplicate the fourteenth day of May in the year of our Lord one thousand nine hundred and six.

Between the Town of Fort Saskatchewan in the Province of Alberta, hereinafter called "The Town," of the first part.

And Ormond Higman the younger, presently of the said Town of Fort Saskatchewan, Electrician, of the second part.

Witnesseth that in consideration of the covenants, provisos and conditions hereinafter set forth and contained to be performed, observed and kept on the part of the said party of the second part, The Town hereby grants to the said party of the second part his executors administrators and assigns an exclusive franchise for a period of fifteen years from and after the date of this agreement to instal and operate an electric lighting plant in ~~the~~ the said Town for the purpose of supplying electric light and power to the said Town and to private consumers therein subject to the covenants provisos and conditions hereinafter set forth and contained, together with such reasonable use as may be necessary for the purposes aforesaid of the streets of the said Town subject to the directions of the Council as to location of poles and wires.

And the said Town hereby covenants promises and agrees to and with the party of the second part his executors administrators and assigns to apply for, at the next session of the Legislative Assembly of the Province of Alberta, and to use all reasonable means to obtain and to pay the expenses of obtaining any legislation,

public or private, which may be necessary to ratify, confirm and legalize this agreement.

And the said party of the second part in consideration of the said exclusive franchise for himself his executors administrators and assigns hereby covenants, promises and agrees to and with the said Town in manner and form following, that is to say:-

1. The said party of the second part shall, immediately upon the execution of this agreement, commence to install and shall on or before the first day of September A. D. 1906 complete the installation of a good, modern electric lighting plant of a sufficient capacity to supply the needs of the said Town and of all private consumers therein who shall require and demand electric light from the said party of the second part his executors administrators or assigns and who shall be able, ready and willing to pay for the same at the rates authorized by this agreement.

2. The said Town shall have the right, at the expiration of ten years from the date of this agreement or at any time thereafter, upon giving to the said party of the second part, his executors, administrators or assigns twelve months previous notice in writing of its intention so to do, to purchase the said electric lighting plant and all appliances used therewith at a price or sum to be agreed upon between the parties hereto or in the event of the said parties failing to agree upon the said price or sum the same shall be fixed and determined by the award of three arbitrators, one of whom shall be chosen by the Town, one by the party of the second part and the third shall be chosen by the other two and immediately upon the said purchase the said franchise shall absolutely

cease and determine.

3. The said party of the second part his executors administrators or assigns shall not at any time ask, demand or receive any greater rates for the supply of electric light to consumers than the following, that is to say:-

For each sixteen candle-power incandescent light for business purposes, where the light is burned all night, one dollar and ten cents per month.

For each sixteen candle-power incandescent light for business purposes, where the light is burned up to the hour of 10.30 o'clock P. M. only, except Saturdays and days preceding holidays when the hour shall be 11 P. M. ninety-five cents per month.

For each sixteen candle-power incandescent light in a residence, where the light may be burned all night, sixty cents per month.

For each arc light for business purposes when burned all night the same rate as is hereinafter fixed for street lights and for shorter times at the same proportion.

On all the above rates or such lower rates as may be fixed by the party of the second part there shall be a cash discount of ten per cent. on all lighting accounts which are paid on or before the fifteenth day of the month following the one in which the light is used.

4. The party of the second part shall up to the first day of July A. D. 1907 on all installations of ~~10/15/16~~ twenty-five or more lights, and after that date on all installations of five or more lights, if so desired by the consumer, furnish light on the meter system at a rate not exceeding sixteen cents per one thousand Watt hours with the above-mentioned cash discount of ten per

cent. The meters so installed shall be and remain ~~the~~ the property of the party of the second part and he shall have the right to charge each consumer with rent of his meter at a rate not exceeding twenty-five cents per month for residences and forty cents per month for business places.

5. The party of the second part shall supply to the Town such number of lights as it may from time to time require for street lighting at rates not greater than the following, that is to say:-

For each fifty candle-power incandescent light two dollars and fifty cents, net, per month.

For each 2000 nominal candle-power arc light ten dollars per month net.

The said street lights shall be run on the moonlight schedule, published in the official organ of the Canadian Electrical Association, and at all other times than those specified by said schedule the said street lamps shall be lighted from dark to daylight each night.

6. The said party of the second part shall immediately upon the execution of this agreement ~~and~~ deposit with the Secretary-Treasurer of the Town a certified cheque payable to the order of the Town for one thousand dollars which shall be absolutely forfeited to the Town should the party of the second part fail to instal and put in operation the said electric lighting plant according to the terms of this agreement on or before the first day of September A. D. 1906 but if the said party of the second part shall so instal and put in operation the said plant on or before the said date according to the terms of this agreement or shall give to the said Town

satisfactory security for the said sum of \$1000.00 the said certified cheque shall be returned to him.

7. Should the said party of the second part fail to instal and put in operation the said plant according to the terms of this agreement on or before the said first day of September A. D. 1906 he shall, in addition to the forfeiture hereinbefore mentioned, absolutely forfeit and lose all benefit of this agreement and of the franchises and covenants therein contained.

8. For the purposes of the two next preceding paragraphs of this agreement the said party of the second part shall be held to be excused from non performance of this agreement and relieved from the forfeitures therein mentioned by reason of a general railway strike or ~~any~~ other similar cause beyond the control of the said party of the second part making such performance impossible.

In witness whereof the said Town has hereunto affixed its Corporate Seal and set the hands of its Mayor and Secretary-Treasurer and the said party of the second part has hereunto set his hand and seal.

Signed Sealed and Delivered

in the presence of

(sd)

L.S. (sd) Wm. Ford Langworthy,
Mayor
(sd) H. E. Daniel,
Sec.-Treas.
(sd) Ormond Higman, Jr.

BILL

An Act to confirm a Certain By-Law of the Town of Ft. Saskatchewan
and a certain Agreement between the said town and one, Ormond Higman.

Received and read

First time.....

Second time.....

Third time.....

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Mr. Walker.