

Bill No. 12 of 1953

A BILL TO CONFIRM ORDER IN COUNCIL NO.
1275-52 DATED THE 8TH DAY OF SEPTEMBER,
1952

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NOTE.

This Bill validates, ratifies and confirms Order in Council No. 1275-52 dated September 8th, 1952, which was passed to give full force and effect to the special franchise agreement between the town of Spirit River and Canadian Utilities Limited. The special franchise agreement was authorized by By-law No. 252 of the town of Spirit River and there was an inadvertent failure to comply with the provisions of *The Town and Village Act, 1952*, in the enacting of the said by-law.

This Bill comes into force upon assent and is retroactive to September 8, 1952, the date of the passing of the order in council.

J. W. RYAN,
Acting Legislative Counsel.

(This note does not form any part of the Bill but is offered in explanation of its provisions.)

BILL

No. 12 of 1953

An Act to Confirm Order in Council No. 1275-52 dated the
8th day of September, 1952

(Assented to _____, 1953)

HER MAJESTY, by and with the advice and consent of
the Legislative Assembly of the Province of Alberta,
enacts as follows:

1. A certain order in council dated the eighth day of
September, 1952, and intituled O.C. 1275-52 and set forth
in the Schedule to this Act is hereby ratified, validated and
confirmed, and shall have the same force and effect as if
the same had been enacted by this Act. O.C. 1275-52
confirmed

2. This Act comes into force on the day upon which it is
assented to and upon so coming into force shall be deemed to
have been in force at all times on and after the eighth day
of September, 1952. Coming into
force

SCHEDULE

Schedule

Approved and Ordered,

(Sgd.) JOHN J. BOWLEN,
Lieutenant Governor

Edmonton, Monday, September 8th, 1952.

The Executive Council has had under consideration the
report of the Honourable the Minister of Industries and
Labour, dated September 2nd, 1952, stating that:

Whereas section 341 (1) (d) of *The Town and Village Act*,
1952, provides that a council may,—

“341.(1) (d) with the approval of the Board of
Public Utility Commissioners, enter into a contract
with a person undertaking to provide the residents
of the town or the village with a supply of all or any
of the following, namely: electric light, electric power,
natural gas and water, and may confer a special fran-
chise upon that person in respect of the subject matter
of the contract for any period not in excess of twenty
years.”;

and

Whereas section 341 (2) of the said Act provides as
follows:

“341. (2) A by-law passed by the council for any of
the above mentioned purposes, shall be submitted to

the proprietary electors, and it shall only become operative upon ratification by two-thirds of the proprietary electors voting thereon.”;

and

Whereas section 343 (2) of the said Act provides as follows:

“343. (2) Application for the approval of the Board of Public Utility Commissioners of the contract or a renewal thereof as hereinafter provided, shall be made to the Board prior to or forthwith after the first reading of the by-law.”;

and

Whereas by section 210 of the said Act it is provided, among other things, that where a by-law requires the assent of the proprietary electors before final passing of the by-law the council must advertise the proposed by-law and that the vote of the electors shall be taken not less than three nor more than five weeks after the first publication of the proposed by-law; and

Whereas on the 2nd day of June, A.D. 1952, a special franchise agreement, a copy of which appears as Schedule “A” hereto, for the supplying of electrical energy to the town of Spirit River and its inhabitants was negotiated between the council of the town of Spirit River and Canadian Utilities Limited; and

Whereas a certain by-law, being By-law No. 252 of the town of Spirit River, authorizing the contract was read a first and second time prior to its submission to the Board of Public Utility Commissioners, contrary to the provisions of section 343 (2) of *The Town and Village Act, 1952*; and

Whereas the said By-law No. 252 was not submitted to the Board of Public Utility Commissioners as required by the said *The Town and Village Act*; and

Whereas on the 23rd day of June, A.D. 1952, a vote of the electors in favour of and against the proposed by-law was taken, in which ninety (90) of the electors were in favour of the by-law, thirty-seven (37) of the electors were against the by-law and in which there were three (3) spoiled ballots, and the by-law was thus ratified by two-thirds of the proprietary electors who voted thereon; and

Whereas the by-law was first published on the 5th day of June, A.D. 1952, and the vote thereon was taken on the 23rd day of June, A.D. 1952, three days prior to the expiration of the three week period provided for in section 210 of *The Town and Village Act, 1952*; and

Whereas the failure above described to comply with the provisions of *The Town and Village Act, 1952*, appears to have been inadvertant; and

Whereas requests have been received from Canadian Utilities Limited and the town of Spirit River that an order in council ratifying and validating the franchise agreement between Canadian Utilities Limited and the town of Spirit River be passed; and

Whereas the Chairman of the Board of Public Utility Commissioners is in favour of such remedial action being taken; and

Whereas it is expedient and desirable that an order in council be passed, subject to its being validated at the next ensuing session of the Legislature, confirming, ratifying and validating the special franchise agreement between the town of Spirit River and Canadian Utilities Limited;

Therefore, upon the recommendation of the Honourable the Minister of Industries and Labour, the Executive Council advises that the special franchise agreement between the town of Spirit River and Canadian Utilities Limited, attached as Schedule "A" hereto, and all the rights, powers, liberties and privileges, exclusive or otherwise, granted by, and all the terms, provisos and conditions contained in the said agreement, be and are hereby declared to be in full force and virtue and effect and to be legal, valid and binding upon the parties, notwithstanding any informalities, irregularities or defects in the procedure of the town in enacting By-law No. 252 and notwithstanding any failure to comply with the provisions of *The Town and Village Act, 1952*, and notwithstanding that the town of Spirit River may not have power to pass the by-law or to enter into the said agreement or to grant the said rights, powers, liberties and privileges, exclusive or otherwise or any of them, as a result of its failure to fully comply with the provisions of *The Town and Village Act, 1952*.

(Signed) ERNEST C. MANNING,
Chairman.

SCHEDULE "A"

Schedule
"A"

This agreement made this 7th day of July in the year of our Lord one thousand nine hundred and fifty-two:

Between:

The town of Spirit River, a Municipal Corporation in the Province of Alberta, hereinafter called the "Town"

Of the First Part

— and —

Canadian Utilities, Limited, a body corporate, with its Head Office at the city of Edmonton, in the Province of Alberta, hereinafter called the "Company"

Of the Second Part

Witnesseth that the Town and the Company in consideration of the mutual covenants and conditions herein contained covenant and agree to and with each other as follows:—

1. The Town hereby grants to the Company, its successors and assigns subject to the terms and provisions hereinafter contained, a franchise exclusive except as hereinafter provided for the purpose of conducting electric energy for the supply of light, heat and power, together with every right, authority and permission to construct, maintain or operate within the Town, in, under, above, on or through or across any highway, road, street, lane, public place or public water within the jurisdiction of the Town, including any area or areas which may hereafter be added to or be incorporated within and with the Town, any poles, wires, pipes, conduits, buildings, erections, structures, or other things for the purpose of conducting electric energy for the supply of light, heat and power.

The said special franchise shall be of full force and effect for a period of ten (10) years from the date hereof, and at or before the expiration of the term thereof the same may be renewed for a period not exceeding ten (10) years from the date of the renewal (and so from time to time) with such alterations, if any, as may be agreed upon by the parties and approved by the Board of Public Utility Commissioners. The said special franchise shall automatically be renewed for a period not exceeding ten (10) years from the date of the expiration of the said period of ten (10) years and any renewal period of ten (10) years (and so from time to time) unless a written notice be given by the municipality to the Company at least three (3) months before the expiration of any such ten (10) year period, notifying the Company that the said special franchise and all the rights of the Company therein and thereunder will terminate at the end of such ten (10) year period.

2. The Company will, where reasonably convenient, construct its poles, wires, conduits and cables down, through and along lanes in preference to streets, and before construction will submit to and obtain the approval of the Council of the Town to the location plans of such proposed construction. On the termination of this franchise, the Town will permit and the Company shall remove its poles, wires, pipes, conduits, structures and erections used for the purpose of conducting electricity, doing as little damage as possible. Provided however, that the Council may, subject to the consent of the Board of Public Utility Commissioners, purchase all the rights of the Company in all matters and things under such contract and in all apparatus and property used for the purposes thereof, for such price and on such terms as may be agreed upon with the Company, or failing such agreement, then for such price and on such terms as may be fixed and settled by the Board of Public Utility Commissioners on the application of either of the parties.

3. In all cases the Town may for any reasonable purpose make use of the poles of the Company for municipal purposes as long as the use thereof by the Company is not interfered with, and any extra or additional cross arms,

insulators or other fixtures required by reason of the use of the said poles by the Town shall be supplied and erected by the Company at the expense of the Town, the Town covenanting and agreeing to be responsible for and to indemnify the Company against any loss, damage or injury suffered or recovered from the Company as the direct or indirect result of the said use of the said poles by the Town.

4. The Company shall during the progress of any work carried on by or on behalf of the Company upon any streets or lanes within the Town take such precaution as may be reasonably necessary to avoid injuries to persons lawfully using such streets or lanes, and on completion of the said work shall restore such street and lanes to as good a state as before such work was done or undertaken, and in default of same being done within a reasonable time after written notice from the Town to do so the Town may cause such restoration to be made and the reasonable cost thereof shall constitute a debt due and payable by the Company to the Town. The Company shall be liable for, and shall indemnify and save harmless the Town from all loss, costs, charges, damages or expenses which may be incurred, suffered or sustained by the Town as a result of such work.

5. No extension greater than two hundred and fifty (250) feet in length will be required to be made by the Company unless the load or other conditions in the opinion of the Company warrant such extension being made.

6. Upon the execution of this agreement the Town agrees to purchase from the Company all the light and power required by it for municipal purpose during the term hereof, and the Company agrees, subject to the provisions hereinafter contained, to supply the electric light and power requirements of the Town and the consumers therein, giving a continuous twenty-four hour service.

7. (A) The Town agrees to sell and the Company agrees to purchase at and for the price of fifty thousand dollars (\$50,000.00), payable on the execution of this agreement, the Town's existing electrical system, including all the right, title and interest of the Town in and to any and all kinds of property, real and personal, owned, used or being acquired by the Town for or in connection with the generation, transmission and distribution of electricity.

7. (B) It is hereby understood and agreed that the Company is not purchasing the Power Plant Building nor the land on which it is situated, but the Town does hereby grant the Company full free and exclusive use of the said land and building for a maximum period of one year, or until such time as the units and equipment have been removed which ever period will be the shorter.

8. The maximum monthly rates which the Company will charge the Town and its consumers will be as follows:

RESIDENCE SERVICE

NET RATE:

Demand Charge: \$1.00 net per month.
 Energy Charge: 9 cents net per K.W.H. for the first 25 K.W.H. used per month.
 4 cents net per K.W.H. for the next 100 K.W.H. used per month.
 3 cents net per K.W.H. for all additional energy used per month.
 Minimum Monthly Bill: \$1.50 per month per meter.

APPLICATION OF SCHEDULE:

This schedule is applicable only for electric service in residences and individual apartments or flats for lighting, including the use of ordinary household electric devices or appliances.

Water Heaters or Motors in excess of 2 K.W. of individual rated capacity will not be served under this schedule except by special arrangement.

All energy consumption shall be measured through one meter.

Hotels, restaurants and recognized boarding or rooming houses will not be served under this schedule.

PAYMENT:

The above net rate applies only when bills are paid within fifteen (15) days from the date thereof. When not so paid, the gross rate (being the above net rate plus five (5) percent) applies. G.P.DIST/59

COMMERCIAL SERVICE

Single Phase Service

NET RATE:

Demand Charge: \$1.00 net per month for first 1000 watts or fraction thereof of connected load.
 50 cents net per month for each additional 1000 watts, or part thereof, of connected load.
 Energy Charge: 9 cents net per K.W.H. for the first 50 K.W.H. used per month.
 8 cents net per K.W.H. for the next 200 K.W.H. used per month.
 4 cents net per K.W.H. for all additional energy used per month.

Minimum Monthly Bill: The Demand Charge portion of the above but not less than \$1.50 per month per meter.

APPLICATION OF SCHEDULE:

This schedule is applicable for lighting service not specified in other schedules.

Consumer may, upon written notification to the Company, attach to his service motors not exceeding three (3) H.P. in rated capacity, or other electrical devices of individual capacity not in excess of two (2) K.W. and upon obtaining written permission of Company may connect motors or other electrical energy consuming devices of greater capacity. Each lamp socket shall be considered not less than 60 watts, except in case of electrical signs.

One H.P. in motors or one K.W. or K.V.A. in heating and other similar electrical devices shall be considered as equal for billing purposes.

The Company at its option may determine the connected load by actual count, estimate the demand, or measure same by suitable meter.

For billing purposes the total connected lighting motor and appliance load shall be taken as the nearest multiple of 1000 watts.

PAYMENT:

The above net rate applies only when bills are paid within fifteen (15) days from the date thereof. When not so paid, the gross rate, (being the above net rate plus five (5) per cent) applies. G.P.DIST./49

POWER SERVICE

NET RATE:

- Demand Charge: \$1.00 net per month per connected horsepower.
- Energy Charge: 8 cents net per K.W.H. for the first 25 K.W.H. used per month per H.P. connected.
- 5 cents net per K.W.H. for the next 50 K.W.H. used per month per H.P. connected.
- 4 cents net per K.W.H. for all additional energy used per month.

Minimum Monthly Bill: Shall be \$1.00 per connected H.P. or fraction thereof, but not less than \$2.00 per month.

APPLICATION OF SCHEDULE:

This schedule is applicable for electric service for three (3) phase motors of not less than five (5) H.P. in rated capacity; single phase motors of not less than two (2) H.P. in rated capacity, or other electrical devices of individual capacity not less than two (2) K.W.

Except that by special arrangement where service conditions permit, the above minimum for three (3) phase motors may be reduced to three (3) H.P.

One H.P. in motors or one K.W. or K.V.A. in heating and other similar electrical devices, shall be considered as equal for billing purposes.

The Company at its option may determine the connected load by actual count or estimate, or may substitute therefor the K.V.A. demand as determined by means of a meter or meters, which measurement shall be taken for billing purposes as the greatest K.V.A. demand indicated or recorded in any fifteen (15) minute interval in any one month, and for the succeeding twelve months or until a greater K.V.A. demand has been established.

PAYMENT:

The above net rate applies only when bills are paid within fifteen (15) days of the date thereof. When not so paid, the gross rate (being the above net rate plus five (5) per cent) applies. G.P.DIST./49

MUNICIPAL STREET LIGHTING

FLAT RATE:

For each 100 watt lamp.....	\$2.50 per lamp per month
For each 200 watt lamp	\$3.50 per lamp per month
For each 300 watt lamp.....	\$4.75 per lamp per month
For each 600 C.P. Series Lamp	\$4.75 per lamp per month
For each 500 watt lamp.....	\$5.00 per lamp per month
For each 1000 C.P. Series Lamp	\$5.00 per lamp per month
Minimum Monthly Bill.....	\$35.00

The above rates for Municipal Street Lighting are for all night service each day in the year and shall cover the operation and maintenance of the street lighting system, including the replacement of lamps.

GENERAL

Provided, however, that the Company may, regardless of the above rates, sell electricity to the Town/Village or to consumers at rates lower than the above when the quantity of consumption, load factor of off-peak conditions warrant it so doing, and also off-peak heating, cooking and similar purposes.

For neon lamps, mercury vapor lamps, other gaseous tube lamps or lighting devices, welding transformers and other devices having low power factor, Company requires Cus-

tomer to furnish power factor corrective equipment to increase the power factor of such lamps and devices to not less than 85% lagging, provided that the above does not apply to power equipment served on strictly power schedules. If Customer fails to provide such corrective equipment the Company has no liability to furnish service. G.P.DIST. 1949

9. If any account to any consumer shall remain unpaid for more than thirty days after having been rendered, the Company shall have the right, after giving forty-eight hours' notice, to disconnect the service and to remove the meter, and it shall not be bound to supply any electric energy to the said consumer thereafter until the said account shall have been paid, together with a re-connection charge of \$1.00 for such service, and the said re-connection charge shall be payable whether the meter has actually been removed or not.

10. All meters shall be supplied by the Company, and no rental shall be charged to consumers for the same. Upon the request of the consumer, or in the case of dispute, and after ten days' notice to the Company, any meter shall be tested by the proper official delegated by the Department of Trade and Commerce of Canada. If such test shows that any meter is in error by more than 3 per cent either way, then such meter shall be forthwith corrected or be replaced by one that is accurate. If a test made pursuant to notice from a consumer shows the error to be less than 3 per cent the expense of such test shall be borne by the consumer, but if such test shows the error to be more than 3 per cent the expense shall be borne by the Company.

The bills for electric energy supplied during the three calendar months preceding such tests shall be corrected in proportion to the error of the meter, provided such error exceeds the aforesaid limit of 3 per cent and such correction shall be accepted by both parties as settlement in full to that date of all claims on account of inaccuracy of the meter.

11. As soon as practicable after the execution of this Agreement, the Company agrees to construct a transmission line from its existing system to the Town, and upon the completion thereof shall, subject to the terms of this agreement, furnish the Town and its inhabitants thereof with a continuous twenty-four (24) hour service, provided however, that the Company is not liable for damages should the service be interrupted by reason of fire, flood, strikes or other accidents or Act of God or thing beyond the control of the Company. In the event of the destruction of, or serious damage to, the system of the Company or any part thereof, the Company shall forthwith proceed with all possible expedition to restore the destroyed or damaged property, and in the event of it so proceeding shall be relieved of the obligation to supply such electrical energy to the extent that the delivery thereof has been rendered impossible by such destruction or damage.

12. Nothing in this agreement contained shall release the Company from Liability at Law for injury sustained or suffered by any person or property by reason of any act or omission of the Company, its agents and servants, and the Company shall indemnify and save harmless the Town from all loss, costs, damages, charges or expense which may arise or be incurred, suffered or sustained by the Town as a result of the exercise by the Company of the rights, powers and privileges hereby granted.

13. In the event of the Company failing to implement and comply with all the terms, conditions and provisions on its part to be done and performed, the Town may, with the consent of the Board of Public Utility Commissioners, give three months' notice in writing of termination and at the expiration of the said period unless the Company shall have made all reasonable efforts to remedy such default, all the rights, powers and privileges of the Company under this Agreement shall cease and terminate.

14. This Agreement is intended to operate as a consent by the Town to the exercise by the Company of the powers which may be exercised by a Company with the consent of the Municipality under and pursuant to the provisions of *The Water, Gas, Electric and Telephone Companies Act*.

15. The electrical energy to be supplied shall be furnished in the form of three-phase, sixty-cycle, alternating current at a normal pressure of approximately 230 volts, and single phase, sixty cycle, alternating current at a normal pressure of approximately 115/230 volts. The general variation in the voltage hereinbefore specified shall not exceed six per cent above or below the specified figures, and the general variation in frequency shall not exceed one per cent above or below the specified figure.

16. It is a term of this Agreement that the rights conferred upon the Company shall not be deemed to be exclusive against Her Majesty in right of the Province.

17. Subject to the last preceding clause, the Town will not during the term hereof grant to any other person, firm or corporation, the right to erect, construct, establish, maintain or operate an electric power plant to sell or dispose of electric light or power in the Town for any purpose so long as the Company supplies the reasonable requirements of light and power of the Town and its inhabitants.

18. The company submits to the jurisdiction of the Board of Public Utility Commissioners of Alberta to the same extent and in the same manner as it would be subject to such jurisdiction were the Company incorporated under *The Alberta Companies Act*.

19. 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 parties hereto have hereunto affixed their respective Corporate Seal, authenticated by the signature of their proper officers, the day and year first above written.

Signed, Sealed and Delivered in the presence of

CANADIAN UTILITIES LIMITED.

B. M. HILL, President.

(CORPORATE SEAL)

T. L. MONTGOMERY, Secretary.

TOWN OF SPIRIT RIVER.

C. GUDLAUGSON, Mayor.

(CORPORATE SEAL)

H. C. GORDON,
Secretary-Treasurer.

FIRST SESSION
TWELFTH LEGISLATURE
2 ELIZABETH II

1953

BILL

An Act to Confirm Order in Council
No. 1275-52 dated the 8th day of
September, 1952

Received and read the

First time

Second time.....

Third time.....

HON. DR. ROBINSON.
