

BILL

No. 76 of 1910 (Second Session).

An Act to Confirm a Certain Agreement between the Town of St. Albert and one Raymond Brutinel.

(Assented to

1910.)

WHEREAS a petition has been presented signed by the Town of St. Albert and Raymond Brutinel for an Act validating a certain agreement entered into between the said Town of St. Albert and the said Raymond Brutinel;

And whereas it is expedient to grant the prayer of the said petition:

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

1. The agreement between the Town of St. Albert and Raymond Brutinel set out in the schedule hereto is hereby validated and confirmed and the municipality shall be deemed to have power to enter into the said agreement.

SCHEDULE.

MEMORANDUM OF AGREEMENT made this _____ day of October, 1910,

Between:

The Municipality of the Town of St. Albert (hereinafter called the "Municipality"), of the First Part, and

Raymond Brutinel, of the City of Edmonton, in the Province of Alberta (hereinafter called the "Contractor"), of the Second Part.

Whereas the contractor has constructed a plant for the supply of electric light and power and has asked the municipality for an exclusive right to supply such light and power within the municipality for a period of thirty years;

Now this agreement witnesseth that the municipality doth hereby grant to the contractor the sole and exclusive right from the 15th day of October, 1910, until the 15th day of October, 1940, to enter upon the streets, lanes, squares and other public places within the present boundaries of the municipality or any future extension thereof, for the purpose of digging and trenching such streets, lanes, squares and other public places and working and constructing thereon and thereon all poles, wires, conduits and other plant and apparatus necessary or convenient for the purpose of the distribution of electric light and power, and covenants with the contractor not to grant such privileges or any like privileges until after the 15th day of October, 1910, to any other person, firm or corporation and covenants that it will not until after such date undertake the production or distribution of electric current for such purposes by itself or any person, firm or corporation on its behalf.

2. In consideration of such grant the contractor agrees to furnish electric light to any resident of the municipality at the following meter rates:

Less than 20	Kilowatts per month	18 per K.W.
20 or more up to 50	" "	17 "
50 or more up to 100	" "	16 "
100 or more up to 200	" "	15 "

200 or more up to 300	Kil. per month	11	K.W.
300 or more up to 400	"	"	11
400 or more up to 500	"	"	12
500 or more up to 600	"	"	11½
600 or more up to 700	"	"	11
700 or more up to 800	"	"	10½
800 or more up to 900	"	"	10
900 or more up to 1000	"	"	9½
1000 or more	"	"	9

and further agrees to supply the municipality with such number of incandescent Tungsten lamps (or other improved lamp at the discretion of the contractor) as may be required of 60 candle power each for street lighting, such lights to be installed on wooden poles at such height, not exceeding 16 feet, as the municipality directs, provided that the number required shall always be a multiple of five and provided further that after any lamps have been installed the contractor shall not be required to move or discontinue the same for two years from the date of installation, and provided further that the municipality shall not after the 15th day of October, 1930, increase the number of lamps so required without the consent of the contractor.

3. The municipality agrees to pay to the contractor monthly from the 1st day of December, 1910, until the 30th day of November, 1915, for at least thirty lights and so many more as the municipality may direct at the rate and upon the terms hereinafter set out, namely:

For 30 lamps or portion thereof, \$750.00.

From 30 to 50 lamps, \$26.00 per lamp per year.

From 51 lamps to any number of lamps requested by the municipality, \$23.00 per lamp per year.

The payment therefor to be made on or before the 25th day of each month in respect of the lamps used during the preceding calendar month, provided that a proportionate amount shall be deducted if through any cause the contractor fails to operate the lights continuously as herein provided on more than three days in any month.

4. The contractor agrees that he will supply to the municipality instead of, or in addition to the lamps hereinbefore provided for street lighting purposes, current for street lights on any system other than incandescent filament lamps at the rate of 10½ cents per Kilowatt hour, provided that if the municipality before the 30th of November, 1915, decided to take advantage of this clause and reduce the number of incandescent filament lamps for her lighting purposes below 30, adopting instead some other system, the municipality shall pay to the contractor the cost of installing all incandescent filament lamps discontinued at the rate of \$15.00 per lamp.

5. Any current taken under the last clause hereof shall be paid for at the same time and on the same terms as the current for the lamps in paragraph 3 referred to, provided that any lights for which current is supplied under the provisions hereof shall be operated during the months mentioned for at least the length of time in each night set opposite such month:

In the month of June,	for 2½ hours.
In the month of July,	" 3 "
In the month of August,	" 3½ "
In the month of September,	" 4 "
In the month of October,	" 4½ "
In the month of November,	" 5 "
In the month of December,	" 5½ "
In the month of January,	" 5 "
In the month of February,	" 4½ "

In the month of March... for 4 hours
 In the month of April... " 31 "
 In the month of May... " 3 "

6. The contractor hereby agrees to keep the street lighting and consumers' circuit in operation between sunset and sunrise during the hours specified by the council.

7. The contractor covenants with the municipality that he will instal proper machinery and will exercise all due and proper diligence for the purpose of continuing and insuring the continuance of a sufficient supply of electric current, sufficient at all times of the year to give the municipality and the residents thereof, a first class electric light and power service, and in default of so doing in case of fire destroying the greater part of the machinery used in generating the electricity supplied to the municipality, or any other cause such as floods, strikes, or any act of God, for a period of six months, and in all other cases for a period of three months, in any calendar year, then this contract shall be no longer binding on the municipality.

8. On the 1st day of January in each years 1916, 1921, 1926, 1931 and 1936, the rates charged for electricity as heretofore provided shall be subject to adjustment, and in case the parties hereto cannot agree upon such rates, then the said rates shall be fixed by the award of three arbitrators, one to be selected by each of the parties hereto and the third by those two.

9. The municipality may at the expiration of thirty years purchase the plant of the contractor and all property used solely by the contractor in connection therewith for supplying the municipality and its inhabitants with electric light and power as aforesaid, and the price to be paid shall be the actual value of the plant and property, without any consideration for the goodwill or earning power of the same. On receipt of a notice in writing of the intention of the municipality to purchase said plant the contractor shall within one month serve on the municipality a notice fixing his price for the said plant, in case the said price is not satisfactory to the municipality, then the same shall be settled by the award of three arbitrators, one to be appointed by each of the parties hereto and the third by those two, and the award shall be binding and final on the parties hereto. If the arbitrators award a less sum than that asked by the contractor, then the contractor shall pay the costs of the arbitration, but if equal to or more than the said amount is fixed, the municipality shall pay the costs.

The notice shall be given at least six months prior to the termination of this contract.

In the event of the municipality not exercising its right of purchase at the end of 30 years, such right shall be postponed for a further period of 10 years and so on from 10 years to 10 years until such time as it is exercised, the rights hereby conferred upon the contractor to continue as herein expressed until such right of purchase is exercised and the plant and property as before described is bought by the municipality.

10. The municipality will join with the contractor in applying to the Legislature as soon as possible for an Act of the said Legislature confirming this agreement.

In witness whereof the party of the first part has hereunto affixed its corporate seal duly attested by the signatures of the proper officers thereof, and the party of the second part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered
 in the presence of:

(Sgd.) L. LEVASSOUR.

(SEAL)

(Sgd.) H. B. DAWSON,	} <i>Mayor</i>
(Sgd.) FELIX PAGE,	
(Sgd.) R. BRUNETEL,	

No. 76

SECOND SESSION
SECOND LEGISLATURE

T GEORGE V

1910

(Second Session)

BILL.

An Act to Confirm a Certain Agreement
Between the Town of St. Albert and
one Raymond Brutinel.

Received and read the

First time . . .

Second time . . .

Third time . . .

EDMONTON
JAMES E. BURNARD, Government Printer
A.D. 1910