

BILL

No. 8 of 1930.

An Act to validate and confirm a certain By-law and Agreements of the City of Wetaskiwin, in the Province of Alberta, granting franchises to the Calgary Power Company, Limited, for supplying electric light and water to the said City and inhabitants thereof, and to authorize certain amendments to said agreements.

(Assented to _____, 1930.)

WHEREAS the Council of the City of Wetaskiwin did on the 15th day of October, 1929, duly pass By-law No. 668, intituled "A By-law to authorize the Mayor and Secretary-Treasurer of the City of Wetaskiwin to sign and execute on behalf of the City two certain agreements between the City and Calgary Power Company, Limited, respectively, providing for the supply of electric light and water to the City on the terms as set out in the said agreements, copies whereof are set out in Parts II and III of the Schedule to this Act.

Whereas the said By-law was voted upon by the burgesses of the City of Wetaskiwin on the 14th day of October, 1929, and was passed with the approval of over two-thirds of the ratepayers voting thereon; and

Whereas the City of Wetaskiwin has in the said agreements agreed to request the Legislature of the Province of Alberta to pass an Act ratifying, confirming and validating said agreement for the supplying of electric light to said City and authorizing and empowering said City to do all necessary and proper acts for the full and proper carrying out of said by-law and agreements, copies whereof are set out in Parts II and III of the Schedule to this Act.

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. 668 of the City of Wetaskiwin, and the respective agreements annexed to, incorporated with and forming a part of the said by-law, all of which are respectively set out in Parts I, II and III of the Schedule to this Act, and all the rights, powers, liberties and privileges, exclusive and otherwise, granted by, and all the terms, provisoes and conditions contained in, the said by-law and respective agreements are hereby declared to be in full force, virtue and effect and to be legal, valid and binding upon the City of Wetaskiwin and Calgary Power Company,

Limited, notwithstanding any informalities, irregularities or defects therein either in substance or form or any informalities, irregularities or defects in the passing thereof, and notwithstanding that the said City of Wetaskiwin may not have had the power to pass the said by-law or to enter into said respective agreements or to grant the said rights, powers, liberties and privileges exclusive and otherwise or any of them.

2. The Council of the City of Wetaskiwin is hereby authorized and empowered without a vote of the ratepayers of said City to do all such acts and things, and to enter into and execute all such agreements as shall be necessary and proper for the full and proper carrying out of said by-law, and the observance and performance by the City of the respective covenants on its part agreed to be observed and performed in said respective agreements, and particularly the City of Wetaskiwin is hereby authorized and empowered, without a vote of the ratepayers—

- (a) to authorize and empower the Mayor and Secretary-Treasurer to sign and execute on behalf of the City, and under its corporate seal, a supplementary agreement with Calgary Power Company, Limited, whereby the said company is given the exclusive right, license and privilege for a term of ten years from the date of said agreement set forth in Part II of the Schedule to this Act, to manufacture, supply, sell and dispose of to the City of Wetaskiwin, as the same may from time to time be extended or abridged, and to the inhabitants thereof, all such electric power and energy for all purposes for which electricity is or may during the term of said supplementary agreement or any extension or renewal thereof, become suitable or adaptable to the City of Wetaskiwin and its inhabitants (subject to the same provisions as to default as are contained in paragraph 22 of said agreement set forth in Part II of the Schedule to this Act) in the same manner and subject to the same terms and conditions and at the same rates and charges and subject to the same deductions and discounts as are, in the last mentioned agreement provided for the transmission, disposition and delivery of electric energy and power for lighting purposes, excepting that the maximum rates and charges for electric energy and power for power purposes shall be the same, with like deductions and discounts as are set out in paragraph 30 of the last mentioned agreement, and also providing in said supplementary agreement, in accordance with the terms of the last mentioned agreement for the extension of the term of said supplementary agreement, subject to such covenants and conditions as may be

agreed upon, for further periods not exceeding ten years each; and

- (b) to authorize and empower the Mayor and Secretary-Treasurer to sign and execute on behalf of the City of Wetaskiwin and under its corporate seal, an agreement with Calgary Power Company, Limited, extending the term of five years of the agreement set forth in Part III of the Schedule to this Act, for a further period of five years from the date of the termination of the term in the last mentioned agreement, and also providing in such agreement so extending said term for extensions of such extended term, subject to such covenants and conditions as may be agreed upon, for further periods not exceeding ten years each.

3. This Act shall come into force on the day upon which it is assented to.

THE SCHEDULE.

PART I.

BY-LAW No. 668 OF THE CITY OF WETASKIWIN

A By-law to authorize the Mayor and Secretary-Treasurer of the City of Wetaskiwin to sign and execute on behalf of the City two certain Agreements between the City and Calgary Power Company, Limited, respectively, providing for the supply of Electric Light and Water to the City on the terms as set out in the said Agreements hereto annexed and herein referred to as Schedules "A" and "B."

Whereas Calgary Power Company, Limited, has requested the Council of the City to enter into two certain agreements on the terms and subject to the covenants, provisoes and conditions contained in said agreements respectively set forth in the Schedules "A" and "B" hereto annexed, said agreements respectively providing for the supply to the City for the use of the City and its inhabitants of electric light and water; and

Whereas it is deemed by the Council of the City that it is advisable and in the best interest of the City that the said agreements respectively set forth in the Schedules "A" and "B" hereto should be ratified and confirmed, and that the same should be executed for and on behalf of the City;

Now, therefore, the Council of the City of Wetaskiwin enacts as follows:

1. That the said agreements hereto annexed as Schedules "A" and "B" be and the same are hereby ratified and confirmed and the Mayor and Secretary-Treasurer of the City

are hereby authorized to sign and execute the said agreements for and on behalf of the City and the Secretary-Treasurer is hereby authorized to affix thereto the official seal of the City.

2. That the said agreements hereto annexed as Schedules "A" and "B" are hereby embodied in and made part of this by-law.

3. That the vote of the electors qualified to vote on this by-law shall be taken on the 14th day of October, A.D. 1929, between the hours of nine o'clock in the forenoon and five o'clock in the afternoon in the council chamber at the City Hall in the City of Wetaskiwin.

4. That John E. Fraser is hereby appointed returning officer and L. D. Montgomery, deputy returning officer, to take the votes at the time and place aforesaid.

5. The Mayor shall attend at the council chamber in the City of Wetaskiwin, at the hour of 8.45 o'clock in the forenoon, on the fourteenth day of October, A.D. 1929, and shall, if requested, appoint in writing and signed by him, two persons to attend at such polling place, and at the final summing up of the votes on behalf of the persons interested in and desirous of promoting or opposing the passing of this by-law respectively.

6. The returning officer shall attend at the council chamber in the City of Wetaskiwin at the hour of six o'clock in the afternoon on the fourteenth day of October, A.D. 1929, and shall sum up the number of votes given for and against the said by-law.

7. This by-law has been submitted to and approved of by the Board of Public Utility Commissioners for Alberta.

Read a first time the fifth day of September, A.D. 1929.

Read a second time the sixteenth day of September, A.D. 1929.

(Signed) H. J. MONTGOMERY, Mayor.

(Signed) J. E. FRASER, Secretary-Treasurer.

Read a third time and passed in open council this fifteenth day of October, A.D. 1929.

(Signed) H. J. MONTGOMERY, Mayor.

(Signed) J. E. FRASER, Secretary-Treasurer.

NOTICE

Public notice is hereby given that the foregoing is a true copy of a proposed by-law which has been introduced, and which will be taken into consideration by the Municipal Council of the City of Wetaskiwin after being voted on by the electors, and that the date of the first publication of the said proposed by-law is the nineteenth day of September, A. D. 1929, in the Wetaskiwin Times, a weekly newspaper published in the City of Wetaskiwin, and that the votes of the

electors shall be taken upon the said proposed by-law on the fourteenth day of October, A.D. 1929, between the hours of nine o'clock in the forenoon and five o'clock in the afternoon on the said day, at the City Hall, in the City of Wetaskiwin.

(Signed) J. E. FRASER, Secretary-Treasurer
and Returning Officer.

Finally passed on the fifteenth day of October, A.D. 1929.

(Signed) H. J. MONTGOMERY, Mayor.
(Signed) J. E. FRASER, Secretary-Treasurer.

PART II.

[This is Schedule "A" referred to in By-law No. 668.]

Agreement made this second day of December, A.D. 1929,

BETWEEN

THE CITY OF WETASKIWIN
(hereinafter called "the City")

of the First Part,

and

CALGARY POWER COMPANY, LIMITED,

a Body Corporate having its Head Office at the City of Montreal, in the Province of Quebec (hereinafter called "the Company")

of the Second Part,

Witnesseth that the parties hereto hereby covenant, promise and agree each with the other as follows:

1. The City shall sell to the Company and the Company shall purchase from the City save as hereinafter provided, the whole of its electric undertaking (hereinafter referred to as said "City's electric undertaking") as a going concern, and particularly but in no wise limiting the generality of the foregoing there shall be deemed to be included in said City's electric undertaking the following, namely: The present power house building of the City in which there is now installed the gas generating units and switch-boards of said City's electric undertaking; the Bellas-Morcam Steam Generating Unit complete; the Westinghouse Gas Generating Unit complete; the Premier Crossley Gas Generating Unit complete; and the lands and premises upon which said Power House building is now situate, described as follows, namely:

Commencing at the intersection of the northerly boundary of Monck Street with the westerly boundary of Railway Street West; thence northerly along said westerly boundary of Railway Street West a distance of one hun-

dred and ten feet to a point; thence westerly parallel with the northerly boundary of Monck Street to the easterly boundary of McDonald Street; thence southerly along said easterly boundary of McDonald Street to the northerly boundary of Monck Street; thence along said northerly boundary of Monck Street to the point of commencement, excepting therefrom the land now occupied by the city gas well and the rectangular piece of land forty feet wide (of which the city gas well is the centre), and extending from a point thirty feet north of the said gas well to Monck Street; and also excepting to the City a right of access to the gas container and meter, with the right to the City to leave the gas container and meter on the said land above described—

together with all switchboards now in use in connection with the aforementioned generating units, together with all switchboards now in use in connection with the street lighting circuit, as well as all meters, circuit breakers and other instruments and equipment in any way connected with or used in connection with the aforesaid mentioned generating units, for the supplying of electrical energy for use in respect of said City's electric undertaking; the distribution system of the City including all wires, poles, meters, fixtures, transformers, tools and all other plant, apparatus and equipment of every nature, kind and description now being in or upon the streets, alleys, private or public buildings and used or employed or in any way connected with said City's electric undertaking:

Provided always that there shall not be deemed to be included in said City's electric undertaking the boilers, boiler pump, feed water heaters, or other equipment installed in said power house of the City and used for the purpose of generating steam for the generation of power for said City's electric undertaking.

2. The purchase price payable by the Company to the City for said "City's electric undertaking" free and clear of all liens, charges and encumbrances and for the franchise and other rights and privileges herein granted, shall be the principal sum of ninety thousand dollars, which said principal sum shall be paid in cash upon the date of the completion by the Company of a pole line for the transmission of electrical energy and power to supply electric light to the City as hereinafter provided:

Provided that the Company shall not be called upon to pay said purchase price until the ratification of this agreement as hereinafter provided in paragraph 29a. Delivery of possession hereunder shall take place contemporaneously with delivery of the City's waterworks undertaking referred to in the contract between the City and the Company bearing even date herewith; and should anything occur to prevent the said contract for the sale of the City's waterworks undertaking becoming effective or to terminate the said contract after it had become effective then this contract

shall similarly terminate and all the rights of the parties upon a termination of this contract shall arise and be enforceable.

3. The City hereby grants to the Company the right, license and privilege hereinafter referred to as "said franchise" for a term or period of five years from the date of the execution of this agreement, or as said term or period may from time to time be extended, pursuant to the provisions hereof, to supply, sell and dispose of to the City as at present constituted or as the same may from time to time be extended or abridged, and to the inhabitants thereof, all such electric light as the City and the inhabitants thereof shall during the said term or any extension or renewal thereof, require or make use of.

4. The City hereby grants to the Company for said term or period of "said franchise" of five years or any extension or renewal of such term or period, in accordance with the provisions hereof, the right and privilege of entering in and upon the streets, lanes and other public places within the limits of the City as the same may be extended or abridged, from time to time and at the Company's own expense and as the Company shall deem necessary to erect therein and thereon an electric generating and distribution system, including poles, wires, conduits, cables, and all other works and undertakings of every kind and description and including the right and privilege to the Company in all streets, lanes and other public places to trim and remove all parts of trees interfering with the proper erection, maintenance and operation of poles, cables, wires, towers and other fixtures and apparatus installed or to be installed in pursuance of the authority hereby granted:

Provided that the Company shall before proceeding with the construction, reconstruction, extension or alteration of any of its distribution system submit plans therefor to the Council of the City and shall obtain the approval of the Council to such plans and will, where reasonably possible, construct, erect and lay its poles, wires, conduits and cables and other works and undertakings through and along lanes in preference to streets and avenues. In the event of the City being or becoming liable to any person for any damage suffered in consequence of the exercise of the powers herein mentioned by the Company the Company agrees to indemnify the City therefor.

5. The City shall discharge and pay, as and when the same become due and payable, and indemnify and save harmless the Company against the payment of the same, all its debts and liabilities including all unpaid debentures which are now or shall hereafter be or become charged upon or constitute liens, encumbrances or charges on any part or portion of said "City's electrical undertaking" hereby agreed to be transferred and sold.

6. The Company shall, subject to the provisions herein appearing, on or before the thirtieth day of November, A. D. 1929, complete the construction of a pole line for the transmission of electrical energy and power to the City, and shall from and after the completion of the construction of the said pole line furnish and continue to furnish, adequate and sufficient electric light to the City and its inhabitants, and for the needs of the City and its inhabitants at all times in accordance with the terms and during the life of this agreement.

7. The Company will supply to the City and its inhabitants the electric energy and power required for the supplying of electric light as aforesaid, in the following manner:

For lighting single phase alternating current at 110 volts (2-wire service), and at 110 and 220 volts (3-wire service) and at a normal frequency of sixty cycles per second.

The general variation in the voltage specified in the foregoing subsection of this clause shall not exceed six per centum above or below the specified figures, and the general variation in frequency shall not exceed one per cent above or below the specified figure.

8. The Company shall take all reasonable precautions to guard against interruption or diminution in the supply of power and energy for the supplying of said electric light pursuant to this agreement and shall terminate the same with all reasonable dispatch. If it becomes necessary to interrupt or diminish said supply of power and energy in order to make repairs or changes to the Company's equipment, the Company shall give reasonable notice to the City and shall arrange to make such interruption or diminution at such time as to cause the minimum inconvenience in the use of the same. If at any time during the continuance of this agreement the operations of the works of the Company are suspended or curtailed owing to war, rebellion, act of God or other causes completely beyond the control of the Company and which could not reasonably have been foreseen or guarded against or by strikes, the Company shall not be liable to the City under the contract until the cause of such suspension or curtailment has been removed; provided that the Company shall take all reasonable precautions and adopt all reasonable measures to prevent or remove the cause of such suspension or curtailment. Subject to the provisions of this paragraph it is agreed between the parties hereto that it is a condition precedent to this agreement and of the essence of this agreement that the Company will maintain a commercial and practically uninterrupted service as herein defined.

9. The City shall purchase from the Company and the Company shall sell to the City during the term or period

of "said franchise" and any extension or renewal thereof, all electrical energy and power which the City may require, for any municipal lighting.

10. The Company shall, during the term or period of "said franchise" and any extension or renewals thereof, maintain and keep in good repair and proper working order a complete system of street lighting for the City, including the replacement of lamps. The Company shall furnish an all-night street lighting service maintaining all the present street lights or lamps of such candlepower as may be designated by the City which shall not be less than 250 candlepower, and such additional street lights or lamps as the City may from time to time demand, for which the City shall pay to the Company at the following rates:

Each lamp not exceeding 250 candlepower, \$3.00 per month

Each lamp over 250 candlepower but not exceeding 400 candlepower \$3.90 per month

Each lamp over 400 candlepower, but not exceeding 600 candlepower \$5.10 per month

Provided that in the event of the City requiring the installation of any additional street lights which involve an extension of the then existing distribution system of more than 250 feet for each additional lamp, then the City shall pay to the Company in addition to the foregoing monthly rates, an additional charge of 20 cents per month per 100 feet for any excess over 250 feet extension per lamp:

Provided that the number of street lights shall at no time be less than sixty:

And further provided that the Company will move any existing street light or lights as may be required by the City from time to time on condition that the City pay the Company the actual cost of any such removal.

11. The maximum rates or prices which the Company shall charge for electric energy and power supplied for lighting in the City, during the term or period of "said franchise" or any extension or renewal thereof, shall be in accordance with the following schedule:

- (1) *Domestic service*, available only for lighting houses and apartments used exclusively for residential purposes.

Service charge of 60c per month, together with an energy charge on the following basis:

First 50 kilowatt hours per month, 6c per kilowatt hour.

Next 150 kilowatt hours per month, 3c per kilowatt hour.

All over 200 kilowatt hours per month, 1.5c per kilowatt hour.

With a minimum monthly charge (including service charge) of \$1.25 per month.

- (2) *Commercial service*, available for all lighting purposes where other rates do not apply.

Service charge of 60c per month for the first 500 watts of installed capacity and 20c per month for each additional 250 watts, together with an energy charge on the following basis:

First 100 hours' use of installed capacity, 6c per kilowatt hour.

All over 100 hours' use of installed capacity, 3c per kilowatt hour.

With a minimum monthly charge (including service charge) of \$1.25 per month.

12. The service charge to all churches in the City shall be in accordance with the domestic service rate, but the charge for energy consumed for lighting shall be in accordance with the commercial service rate.

13. All accounts shall be payable at such place or places in the City as shall be designated by the Company.

14. If any direct energy tax or similar tax, special franchise tax or similar tax or tax on transmission lines or similar tax, or any abnormal increase in the scale of taxation by the City in force at the date of this agreement, or any undue and unreasonable assessment of the Company's property the imposition of which materially affects the Company's cost of production and (*or*) supply is hereafter imposed upon the Company by the Government of the Dominion of Canada or any other competent taxing authority, the Company may apply to the Board of Public Utility Commissioners of the Province of Alberta and with the consent of the said Board may increase the rates chargeable hereunder having regard to the proportionate share of the increase of the cost of production and (*or*) supply caused by the imposition of such additional tax or taxes:

Provided always that in the event of the City imposing on any property of the Company (including the property hereby transferred to the Company) in the City liable to be taxed, any tax or charge which the City is on the date hereof entitled by Statute to charge, then such tax or charge so imposed by the City shall not be deemed to be an additional tax or charge within the meaning of this paragraph.

15. All meters shall be supplied by the Company and no rental shall be charged to consumers for the same. Any meter may be inspected by the Company or by the consumer at any time, and may at any time upon the request of the consumer and after ten days' notice to the Company be tested or calibrated 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 2 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 2 per cent the expense of such test shall be borne by the consumer, but if such test shows the error to be more than 2 per cent the expense shall be borne by the Company.

16. The bills for energy and power for lighting supplied during the two calendar months preceding such tests shall be corrected in proportion to the error of the meter, provided such error exceeds the aforesaid limit of 2 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.

17. Subject to the provisions of this agreement the Company shall supply electric energy for lighting at the meter on the consumer's premises and the costs of the necessary connection from the Company's distribution system to the said building shall be borne by the Company and the meter shall be the place of delivery of said electrical energy. The consumer shall assume all risk and responsibility in connection with his own wiring on his own premises:

Provided that the Company shall not be required to make a connection with any consumer's premises unless and until such consumer has deposited with the Company a sum equal to twice his monthly minimum charge on which sum the Company shall credit to the consumer interest at the rate of four per cent for each whole year and which deposit shall be refunded by the Company to the consumer upon the discontinuance of the service less any indebtedness of the consumer to the Company.

18. The Company shall not be bound to extend the distribution system (as acquired by the Company from the City) further than 250 feet to provide service to any one new consumer. In the event of service to any new consumer or consumers involving an extension of the distribution system greater than 250 feet for each consumer to be served by such extension, then the said consumer or consumers shall jointly deposit with the Company, either a total sum of one-half of the actual cost of the said extension in excess of 250 feet per consumer or the sum of ten dollars for each 100 feet of said extension in excess of 250 feet per consumer whichever sum is greater, and said deposit shall bear interest at the rate of four per cent per annum for each whole year and the said consumer or consumers shall also jointly pay in addition to the usual rates as herein provided, a total monthly charge of 1 per cent of the actual costs of the extension in excess of 250 feet per consumer so long as such excess continues. In the event of any additional consumer or consumers subsequently taking service by means of any such extension they shall make a proportionate deposit and pay their proportion of the monthly charge of 1 per cent, and the proper proportion of the deposit shall be refunded by the Company to the original depositors in order that the deposit in the hands of the Company shall at no time exceed one-half of the cost of that part of the extension in excess of 250 feet for each consumer served by the said extension.

19. All accounts shall be due and payable when rendered. If any account to any consumer shall remain payable for more than twenty 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 for lighting to the said consumer thereafter until the said account shall have been paid, together with a reconnection charge which shall be a sum equal to twice the monthly minimum charge for such service, and the said reconnection charge shall be payable whether the meter has actually been removed or not. Any consumer, other than the curling and skating rinks, the city schools, municipal buildings or other municipal properties whose premises are temporarily disconnected at his request may be required to pay the said reconnection charge before service is resumed by the Company; any such reconnection may be considered as a new connection and the Company shall have the right to require a deposit as herein provided in addition to such reconnection charge before making such reconnection.

20. It is agreed that this agreement may be renewed for a period of not exceeding five years (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, and that if either party refuses to renew such contract, or if the parties fail to agree as to the conditions of such renewal then the Council of the City may, subject to the approval of the Board of Public Utility Commissioners, purchase all plant, machinery, equipment, 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:

Provided that the price to be paid by the City for such property shall not in any event exceed the amount paid by the Company to the City pursuant to this agreement, less proper depreciation and less the re-sale value of any equipment removed or disposed of by the Company, and together with the costs to the Company of all additions thereto and of all new equipment acquired, less proper depreciation and allowance for obsolescence, provided that in determining the depreciation regard shall be had to all repairs and replacements made by the Company:

Provided that this paragraph shall not apply to any portion of the Company's main transmission line and step down substation.

20a. It is agreed that the City and the Company shall at least one year before the termination of this agreement enter into negotiations for the continuance, amendment or cancellation of this agreement and in the event of no agreement being entered into prior to one year before the date

of the termination of this agreement, then this agreement shall continue in force until either party gives to the other written notice of its desire to determine the same at the expiry of the ensuing next year, it being agreed that said notice may be given on any day of the year prior to the last year of the term of this agreement or on any day of the years that this agreement shall continue in force pursuant to the provisions of this paragraph.

21. Subject to the observance and performance of the terms and covenants of this agreement by the Company, the City shall not for a period of five years from the date of the commencement of said term or period of "said franchise" or during any extension or renewal thereof, either by itself exercise or grant to any other person, firm or corporation, the right to erect, construct, establish, maintain or operate an electric light plant or to sell or dispose of electric light in the City for any purpose.

22. Provided and it is distinctly understood and agreed that in the event of default being made by the Company in the observance and performance of the terms, conditions and covenants of this agreement, the rights and privileges hereby granted shall (at the option of the City) cease and determine in the same manner and to all intents and purposes as if the full period of five years herein mentioned had elapsed and the City shall have the right at its option forthwith to retake and re-enter upon the City's electric undertaking in its then state and condition:

Provided that in such event the City shall be liable to the Company for such amount, if any, as it would have been required to pay as purchase price of the said City's electric undertaking as herein provided for if the same were taken over by the City upon the expiration of this agreement, but less such amounts, if any, as shall be deemed reasonable for any damage suffered by the City or its inhabitants in consequence of the failure of the Company to meet its obligation hereunder:

Provided that none of the rights or remedies of the City under this agreement and in particular any right to recover damages from the Company for such default in a court of competent jurisdiction shall be in any way merged, waived, suspended, prejudiced or affected by the exercise of the said option on the part of the City. Failure on the part of the City to exercise the said option shall not operate as a waiver of the Company's default or prevent the exercise of such option in the event of any later or similar default by the Company.

23. The Company shall be liable for and shall indemnify the City for any damages arising out of the construction and operation of its works owing to the negligence of the Company, its servants and employees, and the City shall be liable for all damages to the plant and equipment of the Company caused by the City, its workmen, employees or licensees.

24. In all cases the City may for any reasonable purpose make use of the poles of the Company for municipal purposes, so 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 City shall be supplied and erected at the expense of the City, the City covenanting and agreeing to be responsible for and to indemnify the Company against any loss, damage or injury suffered by or recovered from the Company as the direct or indirect result of the said use of the said poles by the City.

25. All the rights, power and privileges reserved to and conferred upon the City by this agreement may be exercised and enjoyed by the Council of the City and any person or persons from time to time authorized by the said Council for that purpose.

26. The Company agrees that in the event of the Board of Public Utility Commissioners so requiring that it will furnish to said Board of Public Utility Commissioners, such statement of its operations under this agreement as said Board shall specify.

27. The Company shall submit and it hereby agrees to submit the business and operations hereof, pursuant to this agreement to the control and supervision of the Board of Public Utility Commissioners of the Province of Alberta, in all respects as the Company would have been subject to such control and supervision had it come within the provisions or description of paragraph (g) of section 2 of *The Public Utilities Act*.

28. Notwithstanding anything herein contained it is mutually acknowledged and understood by and between the parties hereto that the Company is a licensee of a Dominion Water Power and as such is subject to and bound by the provisions of *The Dominion Water Power Act* and (or) *The Dominion Lands Act* and the regulations passed pursuant thereto as far as the same may prevail.

29. Notwithstanding anything to the contrary herein contained it is mutually understood and agreed that the rights, powers and privileges conferred and granted by this agreement, shall not be deemed to be exclusive as against His Majesty in the right of the Province.

29a. This agreement shall be subject to and be effective upon ratification of the by-law of the City authorizing the agreement by the ratepayers or burgesses of the City in accordance with the provisions of *The Wetaskiwin Charter*, and upon approval by the Board of Public Utility Commissioners under the provisions of *The Public Utilities Act, 1923*, section 78, and the date of the execution of this agreement mentioned throughout the provisions hereof shall for all purposes be taken to be the date of actual execution of

this agreement by the City. The vote of the ratepayers or burgesses shall be taken as provided in Part V of *The Municipal Ordinance* of the North-West Territories.

30. In consideration of the City granting to the Company the right, license and privilege to supply electric light to the City and its inhabitants as hereinbefore provided, the Company covenants and agrees with the City that the said right, license, and privilege is granted by the City on the express condition, breach of which by the Company shall be considered to be a default under this contract, that in the event of the Company during the term of this agreement supplying electric energy and power for power purposes to the City or the inhabitants thereof, the Company will not charge for such electric energy and power for power purposes, rates or prices greater than in accordance with the following schedule, namely:

- (1) *Domestic service*, available only for heating, cooking, domestic power and other uses in houses and apartments used exclusively for residential purposes.
Service charge of 60c per month together with an energy charge on the following basis:
First 50 kilowatt hours per month, 6c per kilowatt hour.
Next 150 kilowatt hours per month, 3c per kilowatt hour.
All over 200 kilowatt hours per month, 1.5c per kilowatt hour, provided water heater not over one kilowatt capacity and electric stove are connected.
With a minimum monthly charge (including service charge) of \$1.25 per month.

Provided that there shall be no doubling of minimum rates or service charge where current is supplied through only one meter.

- (2) *Power service* (alternating current), available for motors and commercial heating apparatus such as tailors' irons, coffee-urns, hot water heaters and stoves in commercial establishments.
Service charge of \$1.00 per month per kilovolt ampere (K.V.A.) of installation (one motor horse power or one kilowatt in electrical heating apparatus to be considered equivalent to 1 K.V.A.) together with an energy charge on the following basis:
First 100 kilowatt hours per month, per K.V.A. of installation, 3½c per kilowatt hour.
All over 100 kilowatt hours per month, per K.V.A. of installation, 1¾c per kilowatt hour.
With a minimum monthly charge (including service charge) of \$3.00 per month.

31. The City agrees to make an application at the first session of the Legislature of the Province of Alberta after the date of the execution of this agreement, and for such purpose the Mayor and City Clerk are hereby authorized to affix the seal of the City to any and all petitions therefor, for an Act amending *The Wetaskiwin Charter* so that the

City shall have authority and be empowered to enter into an agreement exclusive or otherwise for the supplying to the City and its inhabitants of electric energy and power for all purposes, and also confirming this agreement and authorizing and empowering the City to enter into an agreement with the Company extending the term of this agreement for a term of five years from the date of the termination of this agreement, with power to grant extensions of such extended term on such terms as may be agreed upon for further periods of ten years from the date of the expiry of each such extension and the City agrees to use its best endeavors to have said Legislature approve and pass such Act and on the same being so approved and passed the City agrees to enter into a supplementary agreement with the Company whereby the Company is given the exclusive right, license and privilege for a term of ten years from the date of this agreement to manufacture, supply, sell and dispose of to the City as at present constituted or as the same may from time to time be extended or abridged and to the inhabitants thereof, all such electric power and energy for all purposes for which electricity is or may during the term of said supplementary agreement or any extension or renewal thereof become suitable or adaptable to the City and its inhabitants (subject to the same provisions as to default as are contained in paragraph 22 hereof) in the same manner and subject to the same terms and conditions and at the same rates and charges and subject to the same deductions and discounts as are hereinbefore provided for the transmission, distribution and delivery of electric energy and power for lighting purposes, excepting that the maximum rates and charges for electric energy and power for power purposes shall be the same with like deductions and discounts as are set out in paragraph 30 hereof, and said supplementary agreement shall also contain provisions in accordance with the provisions herein contained, providing for the renewal of the same on such terms as may be agreed upon and the Mayor and City Clerk are hereby authorized to sign said agreement on behalf of the City and to affix thereto the seal of the City. It being agreed that the Company shall pay all such expenses of such application and all other applications as provided for in section 32 hereof, as shall be payable by the City in connection with the securing of such legislation.

32. It is agreed that in the event of the Act to be promoted by the City as provided in paragraph 31 hereof, not being passed by said Legislature of the Province of Alberta at its first session after the date of the execution of this agreement the City shall renew its application, and for such purpose the Mayor and City Clerk are hereby authorized to affix the seal of the City to any and all petitions therefor, for the passing of said Act in the next ensuing session of said Legislature, and in the event of said Act not being assented to by said Legislature on said renewed application, the City shall in each succeeding year thereafter during the term of this agreement until said Act has been approved

by said Legislature, make a further application to said Legislature for the passing of said Act and for such purpose the Mayor and City Clerk are hereby authorized to affix the seal of the City to any and all petitions therefor, and the City covenants and agrees on said Act being approved by said Legislature to enter into the supplementary agreement with the Company specified in the immediately preceding paragraph 31 hereof, saving and excepting that the said term of ten years of said supplementary agreement shall be deemed to commence from the date of this agreement and the Mayor and City Clerk are hereby authorized to affix the seal of the City to such supplementary agreement:

Provided always that it is agreed that notwithstanding the failure of said Legislature to approve of said Act on the City's original or renewed application therefor, this agreement shall continue in full force and effect for the full term of five years, and such renewed period as shall be agreed upon, it being hereby declared and agreed by the parties hereto that until said Legislature has approved of said Act and under the powers thereof the City has entered into said supplementary agreement, nothing herein contained shall be read or construed as conferring upon the Company the right, license and privilege to supply and distribute to the City and the inhabitants thereof, electric energy and power except for lighting purposes.

33. The electric energy to be supplied under this contract shall be supplied continuously during each and every day of the time covered by this contract save as herein elsewhere provided and for the purpose of this contract a day shall mean a full day of twenty-four hours, provided that the supply shall be temporarily discontinued in case of emergency if the City so requests.

34. Notwithstanding there may be differences between the parties hereto as to the sufficiency of the electric energy supply, or the payment therefor or any other questions whatsoever which may arise under this agreement the Company shall continue to carry out the contract notwithstanding such differences; it being the distinct agreement between the parties that there shall not be during the period of this agreement any stoppage or cessation in the supply of the said electric power or the payments therefor, but the same shall be continued as if there were no such differences, subject to the adjustment of such differences in the manner herein provided.

35. Neither this contract nor any rights hereunder shall be assigned by the Company to any person, firm or corporation except with the written consent of the City authorized by a resolution of the City Council:

Provided always that nothing in this paragraph contained shall be read or construed as in any way hindering or preventing the Company from pledging, mortgaging or otherwise charging this contract and all rights hereunder as and

by way of security for any bond or debenture or other indebtedness of the Company.

36. It is anticipated and understood and agreed that the Company may alter the existing distribution system throughout the City so as to supply electric energy to the power and light consumers in the City in the form of three-phase alternating current instead of in the existing form of two-phase alternating current:

Provided, however, that in such event the said change shall be made without expense to existing power or light consumers on account of any changes that may thereby be required in their respective equipments.

37. So long as the power house buildings sold by the City to the Company hereunder remain the property of the Company and are retained on their present site, the Company shall permit the City to occupy that portion of such building now used for storage of the City's road maintenance machinery and sewerage equipment for the storage of said equipment free of charge:

Provided, however, nothing herein contained shall affect the right of the Company to sell or remove the said building or any part thereof and in the event of such sale or disposal the City shall vacate the said premises upon thirty days' notice in writing.

This agreement and everything herein contained shall respectively enure to the benefit of and be binding upon the parties hereto and their respective successors and authorized assigns.

In witness whereof the parties hereto have hereunto executed these presents the day and year first above written.

THE CITY OF WETASKIWIN

(*Sgd.*) H. J. MONTGOMERY,
Mayor.

(*Sgd.*) J. E. FRASER, [SEAL]
Secretary-Treasurer.

CALGARY POWER COMPANY, LIMITED

(*Sgd.*) R. B. BAXTER,
Managing Director.

(*Sgd.*) H. H. PARLEE, [SEAL]
Director.

PART III.

[This is Schedule "B" referred to in By-law No. 668.]

Agreement made in duplicate this second day of December, A.D. 1929,

BETWEEN:

THE CITY OF WETASKIWIN
(hereinafter called "the City")

of the First Part,

and

CALGARY POWER COMPANY, LIMITED,

a body corporate, with head office at the City of Montreal, in the Province of Quebec (hereinafter called "the Company")

of the Second Part,

Witnesseth that the parties hereto hereby mutually covenant, promise and agree each with the other, as follows:

1. In this agreement, unless the context otherwise requires—

"Consumer or customer" shall mean any person, firm or corporation that is a consumer or customer of the Company in respect of a supply of water hereunder.

"Person" shall include a firm or corporation.

"City" shall mean the City as at present constituted or as its limits may be extended or abridged from time to time.

2. The City hereby grants, assigns, bargains and sells to the Company free and clear of all liens, charges and encumbrances, all wells, water, water rights, waterworks and all plant, apparatus and works connected therewith, and all stock, tools, meters, mains, tanks, pipes and other effects, and all property, easements and privileges now owned, controlled or obtainable by the City which it has the right and power thus to assign and transfer and which the City has acquired or used for the purpose of supplying or procuring water for general use in the City, the whole of the foregoing being hereinafter referred to as "City's waterworks undertaking."

3. The purchase price, payable by the Company to the City for said "City's waterworks undertaking" free and clear of all liens, charges and encumbrances and for the franchise and other rights and privileges herein granted shall be the principal sum of thirty-five thousand dollars, which said principal sum shall be paid in cash at the time of the delivery of possession of said "City's waterworks undertaking" to the Company, provided that the Company shall not be called upon to pay said purchase price until the

ratifications of this agreement as in section 32 hereof provided. Delivery of possession hereunder shall take place contemporaneously with delivery of the City's electric undertaking referred to in a contract between the City and the Company bearing even date herewith; and should anything occur to prevent the said contract for the sale of the City's electric undertaking becoming effective or to terminate the said contract after it has become effective then this contract shall similarly terminate and all the rights of the parties upon a termination of this contract shall arise and be enforceable.

4. The City hereby grants to the Company subject to the terms, covenants and provisions herein contained, the right, license, liberty and privilege for the term or period of five years from the date of this agreement, to maintain, operate, repair, alter and add to, the wells, water, water rights, property, easements and privileges hereinbefore granted and sold by the City to the Company, and also the right and license, liberty and privilege for said term to lay down pipes, mains and conduits for conveying water within the limits of the City as at present constituted or as they may from time to time be extended or abridged and to construct, establish, maintain, repair and operate a water distribution system within the limits of the City as at present constituted, or as they may from time to time be extended or abridged and to sell, supply, dispose of and distribute water within the limits of the City as at present constituted or as they may be extended or abridged from time to time and the City hereby grants to the Company the right, license, liberty and privilege at all times during the said period of five years to enter upon, use, excavate and break up the soil, pavement and covering of any and all streets, lanes, alleys, thoroughfares, bridges, squares and public places of the City as to the Company shall seem necessary, and to open and break up any sewers, drains, culverts, or tunnels within or under such streets, lanes, alleys, thoroughfares, bridges, squares and public places as to the Company shall seem necessary, and to lay down and place within or under the same pipes, conduits, mains, service pipes, valves, cocks, fire plugs, hydrants, engines and any other equipment, appliances or works, as may be necessary for or incidental to the conveyance and distribution of water in and through the City for the use of its inhabitants and (*or*) for the use of other customers or consumers of the Company, and to repair, maintain, alter, operate and (*or*) remove the same, and for the purposes aforesaid to remove and use all earth and materials in and under such streets, lanes, alleys, thoroughfares, bridges, squares, and public places and to do all such other acts or things which the Company shall from time to time deem necessary for supplying water for the use of the inhabitants of the City and (*or*) for the use of other customers or consumers of the Company.

5. The Company shall do as little damage as reasonably possible in the execution of the powers conferred upon it in the next preceding paragraph hereof and shall restore the said streets, lanes, alleys, thoroughfares, bridges, squares, public places, sewers, drains, culverts or tunnels to a proper and efficient state of repair equal in all respects as nearly as may be in which the same were prior to the commencement of such work, and on default by the Company the City may undertake such restoration work and the Company shall be liable for the cost thereof. In the event of the City being or becoming liable to any person for any damages suffered in consequence of such default of the Company, the Company agrees to indemnify the City therefor.

6. Before the Company opens, excavates or breaks up any street, lane, alley, thoroughfare, bridge, square, public place, sewer, drain, culvert or tunnel it shall give to the Mayor, Clerk or Secretary of the City notice in writing of its intention so to open, excavate or break up the same, not less than two clear days before beginning such work except in cases of emergency arising from leaks, breakages or defects in any of the pipes or other works and then so soon as is possible after the beginning of the work or the necessity for the same shall have arisen.

7. When the Company opens, excavates or breaks up the road or pavement of any street, lane, alley, thoroughfare, bridge, square or public place or any sewer, drain, culvert or tunnel it shall with all convenient speed complete the work for which the same shall be broken up, and fill in the ground and reinstate and make good the road or pavement, or the sewer, drain, culvert or tunnel so opened or broken up, and cause to be removed or carried away the rubbish occasioned thereby, and shall at all times whilst any such road or pavement shall be so opened or broken up cause the same to be fenced or guarded and shall cause a light sufficient for the warning of the passengers to be set up and kept there every night during which such road or pavement shall be continued to be broken up.

8. The Company shall furnish and shall continue during the currency of this contract to furnish to the City and its inhabitants, in accordance with the terms of this agreement, a supply of pure and wholesome water to the satisfaction of the Department of Health of Alberta sufficient for the use of the City and of all the inhabitants thereof. The said supply shall be constantly, continuously and without interruption laid on at such pressure as will be sufficient to enable a fire in the top story of the highest building within the City from time to time to be effectively fought:

And further provided that the Company shall cause said supply to be constantly laid on at all hydrants and fire-plugs at such pressure and in all other respects in such manner as shall from time to time be called for by the requirements of the Fire Underwriters' Association.

9. From time to time as the consumption of water in the City by the City and its inhabitants indicates that the capacity of the water system of the Company requires to be increased so as to furnish adequate and efficient service the Company shall by alterations or additions or otherwise as may be necessary, increase its supply and its capacity for delivery of water so as to render at all times an efficient and uninterrupted service, subject only to interruption by inevitable cause or accident or war, rebellion, or fire or flood or other cause or strike or other matter completely beyond the control of the Company. Any difference of opinion under this clause of this agreement shall be resolved by the Board of Public Utility Commissioners for Alberta.

10. In the event of the destruction of or any damage to the water system or equipment of the Company or any portion thereof, the Company shall forthwith repair and make good such destruction or damage in order that the interruption of service of supplying water to the City and the inhabitants thereof may be terminated with the minimum delay and in the event of the Company's finding it necessary at any time, to cut off its supply of water for the purpose of making repairs to its water system or equipment, it shall give to the City and the inhabitants thereof ample notice of such necessary interruption of service, and such repairs shall be undertaken and made by the Company in such manner and at such time as to cause a minimum of inconvenience to the City and its inhabitants, and for such purpose wherever possible such repairs shall be made on holidays and at times when the consumption of water by the City and its inhabitants is usually at a minimum.

11. The City agrees to purchase from the Company and the Company agrees to sell and supply to the City during the period of this agreement and any extensions thereof, all water to be used by it for municipal purposes, except that mentioned in the next succeeding paragraph hereof (which shall not be charged for) at the prices and rates and upon the terms herein provided for the supplying of water to other consumers in or inhabitants of the City:

Provided, however, that it is understood that the City has heretofore supplied the water requirements of certain public places free of charge and the Company agrees that in all cases where any such arrangement or arrangements (including the supply of water free for not more than two small public and free skating rinks for children) was or were on or before the 31st day of July, 1929, in force, that the Company will continue to provide such service free of charge excepting that it is agreed that the provisions of this proviso will not apply to the skating and curling rinks in the City. It is further agreed by the Company that if the City installs one or two public drinking fountains and (*or*) one or two places for watering horses in the City, that the water requirements of the same will be supplied free of charge.

12. The Company shall, subject to the provisions of the next succeeding paragraph hereof, at all times during the period of this agreement and any extensions thereof, maintain and keep in good repair and proper working order the said fire-plugs or hydrants. In all mains and pipes to which any fire-plug or hydrant shall be fixed the Company shall provide, free of charge, and keep constantly laid on, unless prevented by unusual frost, drought, or other unavoidable accident or during necessary repairs a sufficient supply of water under such pressure as provided for in paragraph 8 of this agreement for the following purposes, that is to say, for cleansing sewers and drains of the City, for cleansing and watering its streets and for extinguishing by the City through its authorized fire department any fires which break out within the limits of the fire-protected area:

Provided always that the City shall only draw a reasonable supply of water from any said fire-plugs or hydrants for the purpose of cleansing sewers and drains of the City and (or) for cleansing and watering its streets:

And further provided that it is agreed that the Board of Public Utility Commissioners shall be the sole judge as to the Company being prevented by unusual frost, drought or other unavoidable accident from providing and keeping constantly laid on, a sufficient supply of water under the pressure as provided in this paragraph and as to whether the provisions of this paragraph and paragraph 8 of this agreement have been or are being complied with by the Company.

13. The Company shall, before proceeding at any time with the reconstruction or extension of its distribution system, submit plans therefor to the Council of the City and shall, where reasonably possible, conform to the wishes of the Council with regard to such plans. Any disagreement hereunder shall be resolved by the Board of Public Utility Commissioners of Alberta.

14. The Company shall at all times comply with the requirements of *The Public Health Act*, *The Public Utilities Act* and any other statute or regulations passed pursuant thereto governing it with respect to the supply of water for drinking and other purposes:

Provided, however, that once in every three calendar months the Company shall submit for analysis samples of its water supply to the Department of Public Health for the Province of Alberta, or to such official or board as may be designated by it, and the Company shall not be under any liability to the City or its inhabitants in respect of the quality and purity of the water supplied hereunder except it fails to satisfy the Department of Public Health of Alberta as to the quality and purity thereof and takes all necessary measures to remedy any impurity after receiving notice from the said Department of Public Health or from the said official or board of its water supply for the City being impure and unfit for use; and the Company shall on request therefor, furnish promptly to the Council of the City a copy of the Report of each such analysis.

15. The fire-plugs or hydrants now or hereafter installed, shall be and remain the property of the Company who shall keep the same in a good state of repair and shall allow the City through its agents and employees authorized in that behalf at all times to take and use water for the purposes and subject to the proviso mentioned in paragraph 12 hereof. The said fire-plugs or hydrants shall be inspected by the Company at least once in every twelve months and necessary repairs made by the Company. The City shall compensate the Company for all damages and injury to the said fire-plugs or hydrants occasioned by the negligent use thereof by the City, its employees or agents. The Company shall not be or be deemed to be liable or responsible for any defect in or the non-operation of any fire-plugs or hydrants used by the City or its employees as in section 12 hereof provided, unless it has previously had reasonable notice in writing from the City through its authorized agents or employees of a defect in or of the non-operation of any such fire-plug or hydrant. It is understood that no person, excepting the City through its authorized agents for the purposes aforesaid, shall have the right to draw water from fire-plugs or hydrants or other fittings of the Company except as the Company may authorize. The City through its officers, agents or employees shall promptly report to the Company any infraction of this provision which comes to the notice of the City and will do all in its power to assist the Company in stopping and preventing any such unwarranted use of water.

16. The City shall be entitled to require the Company to install any new fire-plugs and hydrants and shall pay to the Company monthly for any fire-plugs or hydrants so required by the City to be installed subsequent to the execution of this agreement, at the rate of seventy-five dollars per annum for each fire-plug or hydrant so connected to the pipes or mains of the Company's distribution system.

17. The Company may extend its water distribution system at any time to service new customers or consumers on such terms and for such prices as may be agreed upon between the Company and such consumers. But the Company agrees that it will extend the said distribution system and provide water service to new customers at the rates given in the next succeeding paragraph hereof whenever there is tendered a requisition signed by five owners or occupiers of houses or business premises for each seven hundred feet of extension who are prepared to take and agree to pay for a supply of water for three years or more.

18. The Company shall have power and be at liberty to charge to its customers or consumers of water within the City such rates or prices as the Company shall from time to time fix, but in no case shall the maximum rates or prices so charged by the Company to its customers or consumers of water within the City exceed the rates or prices (sub-

ject to prevailing discounts) that on the date hereof prevails in the City for the supply of water by the City, such prevailing rates or prices being as follows:

1—400	cu. ft.	.....	.70c	per 100	cu. ft.
401—500	“ “	.....	.65c	“ 100	“ “
501—1000	“ “	.....	.60c	“ 100	“ “
1001—1500	“ “	.....	.55c	“ 100	“ “
1501—2000	“ “	.....	.50c	“ 100	“ “
2001—3000	“ “	.....	.45c	“ 100	“ “
3001—4000	“ “	.....	.40c	“ 100	“ “
4001—5000	“ “	.....	.35c	“ 100	“ “
5001—10000	“ “	.....	.30c	“ 100	“ “
10001—over	“ “	.....	.30c	“ 100	“ “
Minimum rate	.....		\$2.25	per month	
Barns where no meter installed	.....		3.00	“ “	
Houses where no meter installed	.....		2.25	“ “	
Stock where no meter installed	.....		.25	“ head	
Carrying water	.....		1.25	“ month	
Curling rink, flat rate	.....		22.50	“ season	
Skating rink, flat rate	.....		20.00	“ “	

The Company agrees to sell and deliver to consumers in the City applying therefor who cannot be reasonably supplied from the Company's water distribution system, water in barrel or tank loads at such a price and during such a term as shall be agreed upon between the City and the Company.

19. The Company shall have the sole right to tap or make connections with the mains and pipes of its system and it will upon demand by any consumer or customer who has signed a written application for service on the Company's regular form, make such connection at its main and insert there a cock or other suitable device, and shall provide at its own expense a service connection from the Company's main to the consumer's property line, to enable water from the Company's system to be supplied to the customer's premises, as provided for in the next succeeding paragraph hereof.

20. Any consumer who desires to be served with water from the Company's system shall at his own expense install a connection for water service from the customer's property line to his premises and shall provide suitable connection for the installing of the Company's water meter, all of which shall be subject to approval by the Company before actual service begins and thereafter the consumer or customer shall at his own expense maintain in good repair and order all of such connections and fittings between the customer's property line and the meter:

Provided, however, that the Company shall provide and maintain at its own expense all curb-cocks with valve stems and box.

21. Whenever a consumer requires to make a connection between his premises and the Company's main he shall, if

required so to do by the Company, deposit with the Company a sum of money equivalent to twice his monthly minimum charge on which sum the Company shall pay to the consumer interest at the rate of four per cent per annum for each full year it holds the deposit and the Company shall refund to the consumer the deposit and interest upon discontinuance of service provided the consumer has paid all moneys due to the Company for water services up to the time of such discontinuance.

22. If or when a leak in a service on the premises of any consumer is apparent to or is brought to the attention of the consumer it shall be the duty of such consumer to repair such leak immediately and if he fails to do so within five days after notice in writing from the Company, the Company may add to the consumer's monthly account a sum computed at the rate of fifty cents per day for each and every day such leak continues after the giving of such notice, and the Company may on the consumer's default to repair such leak make the repairs itself and add the costs thereof to its monthly account against the consumer. In the event of there being an uncertainty as to whether the leak is in the service connection of the consumer or in the Company's portion of the connection or its main the repair shall be made by the Company and if it be found that the leak is in the service connection of the consumer he shall forthwith pay to the Company the cost of such repairs. No customer or consumer of water from the Company shall permit or allow any person to take from any premises to which the Company supplies water any quantity of water to any other premises or locality for the use of persons who are not water customers of the Company paying a charge for water on their own premises, and if it comes to the knowledge of the Company that any consumer permits or has permitted another person to take and remove water from the consumer's premises contrary to this provision the Company may charge the consumer so permitting such removal of water, an additional sum equal to the minimum charge per month in respect of each and every person who is allowed to take water from his premises for each and every month during which the consumer permits such removal and evidence of any such removal of water at any one time during a calendar month shall entitle the Company to make such additional charge for that month.

23. All accounts for water supplied shall be due and payable when rendered. If any account to any customer shall remain unpaid for more than twenty days after the date of rendering the Company shall have the right after giving forty-eight hours' notice to disconnect the service and thereafter it shall not be under any obligation to supply any water to such consumer until he shall have paid his account in full together with a reconnection charge which shall be a sum equivalent to twice the monthly minimum charge for such service.

24. The Company may require any consumer other than the curling and skating rinks, the City schools and municipal buildings and other municipal properties whose premises have been temporarily disconnected at his request to pay the reconnection charge provided for in the next preceding paragraph hereof before resuming service to him and for any such reconnection the Company may require a deposit as for a new connection in addition to such reconnection charge.

25. All meters and service connections to the property line of the consumer shall be supplied by the Company and no rental shall be charged to consumers therefor. Any meter may be inspected by the Company or by the consumer at any time, and may at any time upon the request of the consumer and after ten days' notice to the Company be properly tested or calibrated. If such test shows that any meter is in error by more than 2% 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 2% the expenses of such test shall be borne by the consumer but if the test shows the error to be more than 2% the expense shall be borne by the Company.

The bills for water supplied during the two calendar months preceding such tests shall be corrected in proportion to the error of the meter, provided such error exceeds the aforesaid limit of 2% 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.

26. Subject to the observance of and performance by the Company of the terms and covenants of this agreement, the City will not for a period of five years from the date of this agreement, grant to any other person, firm or corporation whatsoever, the right to, and will not itself erect, construct, establish, maintain or operate a water system or sell or dispose of water within the City for any purpose.

27. It is agreed that at the expiration of the term hereby granted the same may be renewed for a period not exceeding five years (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 and that if either party refuses to renew this contract, or if the parties fail to agree as to the condition of such renewal, then the Council of the City may, subject to the approval of the Board of Public Utility Commissioners, purchase all plant, machinery, equipment, 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:

Provided that the price to be paid by the City for such property shall not in any event exceed the amount paid by the Company to the City pursuant to this agreement less proper depreciation and less the re-sale value of any equipment removed or disposed of by the Company, and together with the cost to the Company of all additions thereto and of all new equipment acquired less proper depreciation and any proper allowance for obsolescence provided that in determining the depreciation regard shall be had to all repairs and replacements made by the Company.

27a. It is agreed that the City and the Company shall at least one year before the termination of this agreement enter into negotiations for the continuance, amendment or cancellation of this agreement and in the event of no agreement being entered into prior to one year before the date of the termination of this agreement, then this agreement shall continue in force until either party gives to the other written notice of its desire to determine the same at the expiry of the ensuing next year, it being agreed that said notice may be given on any day of the year prior to the last year of the term of this agreement or on any day of the years that this agreement shall continue in force pursuant to the provisions of this paragraph.

28. Provided and it is distinctly understood and agreed that in the event of any default by the Company in the observance and performance of any of the terms and covenants of this agreement or in the observance and performance of any of the terms and covenants of an agreement bearing even date herewith made between the City and the Company covering the sale by the City to the Company of the City's electric undertaking and the providing by the Company to the City and its inhabitants of electric power and energy for lighting and particularly in the event of the Company failing to meet its obligations as herein provided, to furnish continuously and without interruption water to the extent of the requirements of the City and the inhabitants thereof, the rights and privileges hereby granted shall (at the option of the City) cease and determine in the same manner and to all intents and purposes as if the full period of five years herein mentioned had elapsed and the City shall have the right at its option forthwith to retake and re-enter upon the City waterworks undertaking in its then state and condition:

Provided that in such event the City shall be liable to the Company for such amount, if any, as it would have been required to pay as purchase price of the said City waterworks undertaking as herein provided for if the same were taken over by the City upon the expiration of this agreement, but less such amounts, if any, as shall be deemed reasonable for any damage suffered by the City or its inhabitants in consequence of the failure of the Company to meet its obligation hereunder:

Provided that none of the rights or remedies of the City under this agreement and in particular any right

to recover damages from the Company for such default in a court of competent jurisdiction shall be in any way merged, waived, suspended, prejudiced or affected by the exercise of the said option on the part of the City. Failure on the part of the City to exercise the said option shall not operate as a waiver of the Company's default or prevent the exercise of such option in the event of any later or similar default by the Company.

29. The Company shall be liable for and shall indemnify the City for any damages arising out of the construction and operation of its works owing to the negligence of the Company, its servants and employees, and the City shall be liable for all damages to the plant and equipment of the Company caused by the negligence of the City, its workmen, employees or licensees.

30. The Company shall submit and it hereby agrees to submit the business and operations hereof, pursuant to this agreement, to the control and supervision of the Board of Public Utility Commissioners of the Province of Alberta, in all respects as the Company would have been subject to such control and supervision had it come within the provisions or description of paragraph (g) of Section 2 of *The Public Utilities Act*.

31. If at any time during the continuance of this agreement the operation of the works of either party is suspended or curtailed owing to war, rebellion, act of God, or other causes completely beyond the control of either party and which could not reasonably have been foreseen and guarded against or by strikes, the party whose operations are so suspended or curtailed shall not be liable to the other under the contract until the cause of such suspension or curtailment has been removed:

Provided that each of the parties hereto shall take all reasonable precautions and adopt all reasonable measures to prevent or remove the cause of such suspension or curtailment.

32. This agreement shall be subject to and be effective upon ratification of the by-law of the City authorizing the agreement by the ratepayers or burgesses of the City in accordance with the provisions of *The Wetaskiwin Charter* and upon approval of the Provincial Board of Health under the provisions of *The Public Health Act*, section 10, and upon approval by the Board of Public Utility Commissioners under the provisions of *The Public Utilities Act, 1923*, section 78, and the date of the execution of this agreement mentioned throughout the provisions hereof shall for all purposes be taken to be the date of actual execution of this agreement by the City. The vote of the ratepayers or burgesses shall be taken as provided in Part V of *The Municipal Ordinance* of the North-West Territories.

33. The City will at all times upon the request and at the expense of the Company, actively assist the Company in procuring from any Government, authority, person or cor-

poration any right, privilege, license, easement or concession which the Company may reasonably seek or require to procure, assure, maintain or improve in quality or quantity a proper supply of water to serve through its system the needs of the City and its inhabitants under this agreement.

34. If any direct energy tax or similar tax, special franchise tax or similar tax or tax on transmission lines or similar tax or any abnormal increase in the scale of taxation by the City in force at the date of this agreement, or any undue and unreasonable assessment of the Company's property, the imposition of which materially affects the Company's cost of production and (or) supply is hereafter imposed upon the Company by the Government of the Dominion of Canada or the Province of Alberta, or any other competent taxing authority, the Company may apply to the Board of Public Utility Commissioners of the Province of Alberta and with the consent of said Board may increase the rates chargeable hereunder having regard to the proportionate share of the increase of the cost of production and (or) supply caused by the imposition of such additional tax or taxes:

Provided always that in the event of the City imposing on any property of the Company in the City liable to be taxed (including the property hereby transferred to the Company) any tax, rate or charge which the City is on the date hereof entitled by statute to charge, then such tax, rate or charge so imposed by the City shall not be deemed to be an additional tax, rate or charge within the meaning of this paragraph.

35. The Company agrees that in the event of the Board of Public Utility Commissioners so requiring that it will furnish to said Board of Public Utility Commissioners, such statements of its operations under this agreement as said Board shall specify.

36. The City agrees to make an application at the first session of the Legislature of the Province of Alberta, after the date of the execution of this agreement, and for such purpose the Mayor and City Clerk are hereby authorized to affix the seal of the City to any and all petitions therefor, for an Act authorizing and empowering the City to enter into an agreement with the Company extending the terms of this agreement for a further term of five years from the date of the termination of the term of this agreement, with power to grant extensions of such extended term on such terms as may be agreed upon, for further periods of ten years from the date of the expiry of each such extension, and the City agrees to use its best endeavors to have said Legislature approve and pass such Act and on the same being so approved and passed the City agrees that the term of this agreement shall be deemed to be and shall be extended for such extended term of five

years on and subject to the same covenants and agreements as are herein contained, saving and excepting that the covenants for renewals shall be for renewed terms of ten years each on such terms as may be agreed upon and that the City will for the purpose of evidencing such five-year extension enter into a supplementary agreement and the Mayor and City Clerk are hereby authorized to affix the seal of the City to such supplementary agreement, it being agreed that the Company shall pay all such expenses of such application as shall be payable by the City in connection with the securing of such legislation. If required by the Company such legislation shall also provide for the validation of this agreement.

37. Subject to the provisions of section 31 hereof it is hereby agreed between the parties hereto that it is a condition precedent to this agreement and of the essence of this agreement that the Company will maintain a commercial and practically uninterrupted service as herein defined.

38. The water supply under this contract shall be supplied continuously during each and every day of the time covered by this contract, save as herein elsewhere provided, and for the purpose of this contract, a day shall mean a full day of twenty-four hours:

Provided that the supply shall be temporarily discontinued in case of emergency if the City so requests.

39. Notwithstanding there may be difference between the parties hereto as to the sufficiency of the water supply, or the payment thereof, or any other question whatsoever, which may arise under this agreement, the Company shall continue to carry out the contract notwithstanding such differences, it being the distinct agreement between the parties that there shall not be during the period of this agreement any stoppage or cessation in the supply of said water or the payments therefor, but the same shall be continued as if there were no such differences, subject to the adjustment of such differences in the manner herein provided.

40. Neither this contract nor any rights hereunder shall be assigned by the Company to any person, firm or corporation except with the written consent of the City authorized by a resolution of the City Council:

Provided always that nothing in this paragraph contained shall be read or construed as in any way hindering or preventing the Company from pledging, mortgaging or otherwise charging this contract and all rights hereunder as and by way of security for any bond or debenture or other indebtedness of the Company.

41. The Company agrees to reimburse the City for all expenditures made and incurred in respect of the well drilled in or about the month of July, 1929, situate near the elevated Water Tank in the City of Wetaskiwin and known as Well No. 7, payment to be made forthwith upon the execution of this agreement.

42. This agreement and everything herein contained shall respectively enure to the benefit of and be binding upon the parties hereto and their respective successors and authorized assigns.

WITNESS the corporate seals of the parties hereto, attested by the signatures of their proper officers in that behalf, the day and year first above written.

CALGARY POWER COMPANY, LIMITED

(*Sgd.*) R. B. BAXTER,
Managing Director.

(*Sgd.*) H. H. PARLEE, [SEAL]
Director.

THE CITY OF WETASKIWIN

(*Sgd.*) H. J. MONTGOMERY,
Mayor.

(*Sgd.*) J. E. FRASER, [SEAL]
Secretary-Treasurer.

No. 8.

FOURTH SESSION
SIXTH LEGISLATURE
20 GEORGE V
1930

BILL

An Act to validate and confirm a certain By-law and Agreements of the City of Wetaskiwin, in the Province of Alberta, granting franchises to the Calgary Power Company, Limited, for supplying electric light and water to the said City and inhabitants thereof, and to authorize certain amendments to said agreements.

Received and read the

First time

Second time.....

Third time.....

MR. SPARKS

EDMONTON:
W. D. MCLEAN, KING'S PRINTER
A.D. 1930