

BILL

No. 5 of 1941.

An Act to amend the Acts constituting the Edmonton
Charter.

(Assented to _____, 1941.)

WHEREAS a petition has been presented by the Council of the City of Edmonton for an amendment of the Acts constituting the Edmonton Charter;

And Whereas it is reasonable that the prayer of the said petition shall be granted.

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

The Edmonton Charter, being chapter 23 of the Statutes of Alberta, 1913 (1st Session), as amended from time to time, is hereby further amended as follows:

1. As to subsection (2) of section 233 thereof, by deleting the same and by substituting therefor the following:

“(2) The Council may also classify, license and regulate either as a general class or as separate classes according to the nature of the business concerned or the goods, wares, merchandise or effects sold or offered for sale, travelling salesmen, transient traders or other persons selling directly to the consumer goods, wares, merchandise or effects of any kind whatsoever or offering the same for sale by sample cards, specimen or otherwise for themselves or for or on account of any merchant, manufacturer, corporation or other person selling or supplying directly to the consumer goods, wares, merchandise or effects of any kind whatsoever and whether having a permanent place of business within the city or not, with the power in Council to fix different license fees according to such classification as Council may adopt with power to fix a higher license fee for travelling salesmen, transient traders or such other persons who are non-residents of the city. In any prosecution for a violation of any by-law passed by Council under the powers in this section contained, it shall not be necessary for the prosecution to prove that any such permanent place of business is not within the city, but the proof that the same is within the city shall be upon the person charged.”

2. As to section 409, by adding at the end thereof the words “except in the case of local improvements undertaken on the unit rate system.”

3. By adding the following new section thereto:

"451a. That certain agreement made between The City of Edmonton, a Municipal Corporation, and The Calgary Power Company Limited, dated the 9th day of September, 1940, printed as Schedule "A" hereto, is hereby ratified and confirmed and declared to be legal, valid and binding on the respective parties thereto, notwithstanding any informalities, irregularities or defects therein either in substance or in form, and notwithstanding that the respective parties thereto or either of them may not have had power to enter into the same. Provided, however, that upon the expiration of two years from the date of Canada's participation in the present war ceasing, the interconnection of the two systems shall continue for the sole and only purpose of the delivery by the Company to the City of such kilowatt-hours as the Company may owe the City as at the date of such expiration, and any kilowatt-hours then owing shall be delivered to the City by the Company at a rate not less than the average rate of return during the two years next preceding such expiration pursuant to such agreement; provided that during such interconnection paragraphs 3 and 7 of such agreement shall continue in force and effect."

4. As to section 503b, by adding thereto the following subsection, namely:—

"(3) In any case where the City now has or shall hereafter grant the right to occupy, use or enjoy highway privileges, the council as a condition of such occupation, use or enjoyment or of the continuance thereof may require that all persons concerned shall pay to the City a proportionate share of the cost of a general bond in an insurance company authorized to carry on business in the Province of Alberta, indemnifying the City and all concerned from and against all claims, demands, actions or proceedings (including costs) for any loss, damage or injury to any person or property arising by reason of the existence, occupation, use or enjoyment of such highway privileges in such manner as they may deem reasonable and to fix the proportionate share of the cost of such bond according to such classification and may direct that the amount of the proportionate share of such cost be assessed and levied by way of special taxes against any properties in respect of which such highway privileges are enjoyed or may direct that such amount be collected and paid in such other manner as the said Council may deem expedient.

"Nothing in this section contained shall be deemed to impose or imply any liability upon the City or upon any of its officials, servants or agents in respect of any loss, damage or injury arising by reason of the granting, existence, occupation, use or enjoyment of any highway privileges.

"The expression 'highway privileges' shall for the purpose of this section include any privilege in the nature of a

private right or use granted to or exercised or enjoyed by any person, under, over, across or upon any part of any of the highways of the City and without restricting the generality of the foregoing shall include private crossings, cellars, areaways, footings, signs, gasoline pumps or any encroachments under, over, along or across any part of any of the highways of the City."

5. As to section 507 thereof, as amended by subsection (a) of section 24 of chapter 63 of the Statutes of Alberta, 1933, by deleting the words "twenty-one days", where the same occur therein, and by substituting therefor the words "ten days".

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

SCHEDULE "A"

Bill No. 5 of 1941.

(Edmonton Charter Amendments).

Memorandum of agreement made this 9th day of September, A.D. 1940.

BETWEEN :

THE CITY OF EDMONTON, a Municipal Corporation having jurisdiction in the City of Edmonton in the Province of Alberta, (hereinafter called "The City") of the First Part,

- and -

CALGARY POWER COMPANY LIMITED, a Corporation with its Head Office in the City of Montreal in the Province of Quebec and carrying on business in the Province of Alberta, (hereinafter called "The Company") of the Second Part.

Whereas the City is the owner of and operates an electric power system in the City of Edmonton; and

Whereas the Company is the owner of and operates an electric power system in the Province of Alberta and has a transmission line extending to the City limits; and

Whereas from the City limits to the City's steam plant there is a connecting transmission line which, with all steel

towers, insulators, fittings and equipment attached thereto, is the property of the Company, the City being the owner of the land upon which such connecting transmission line and equipment stands; and

Whereas the parties hereto have agreed to an interconnection of their said systems on the terms and conditions hereinafter set forth;

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. NO FRANCHISE

Nothing herein contained shall be construed so as to confer upon the Company any franchise or special franchise, either in the ordinary acceptation of these words or as the same are used in the Edmonton Charter.

2. CO-OPERATION

The City and the Company agree to co-operate with each other to the fullest extent in order that the greatest possible advantage may be taken of the interconnection.

3. COMPANY'S EQUIPMENT

The Company shall forthwith at its own expense make available all the transforming, switching, protective apparatus, the voltage regulating and synchronous condenser and all other equipment which is necessary to interconnect the systems of the City and the Company, and the City shall permit the Company to install and keep its apparatus and equipment at points in the City's steam plant property convenient to the City and the City shall, at the risk of the Company, operate the apparatus and equipment situated on the City's steam plant property and shall provide light running maintenance thereon such as would usually be performed by the regular operators, the Company reimbursing the City for any expense incurred by the City for any materials or supplies used for the said operation and maintenance; And Further the Company's representatives shall at all times be at liberty to enter on the City's property and into the said steam plant for the purpose of inspecting and if necessary for maintaining and repairing the said apparatus and equipment, the whole cost thereof to be borne by the Company.

4. PARALLEL OPERATION

The power systems of the City and of the Company shall be operated in parallel during the period of this agreement.

5. EMERGENCY SERVICE

Within the limits of the present capacity of the respective power systems either party shall in emergency assist the other to the full extent of its ability; and both parties shall maintain their present respective capacities in good operating condition; Provided that nothing herein contained shall prevent the City from selling or disposing of either of its two turbo-generators of 2,000 kilowatt capacity.

6. LEVELLING CITY'S PEAK

The City shall be free to take from and return to the Company power and energy required for the purpose of levelling the City's peak load, subject only to the requirements of the Company to supply its customers and to the present capacity of the Company's present hydro-electric plants, and at the option of the Company any such energy so taken shall be returned to the Company within the next succeeding twenty-four hours.

7. RE-DELIVERY AT BEVERLY

The City shall transmit over its 13,200 volt line such energy as the Company may require from the Company's substation at the City's steam plant to the Company's substation at Beverly.

8. INTERCHANGE OF ENERGY

Subject to the requirements of the City to supply itself and its present and future customers, and to the present capacity of its present steam plant, the City shall supply any kilowatt-hours to the Company which the Company may require during low water seasons; and, subject only to the Company's ability to supply from its present hydro-electric plants, the Company agrees to return and the City agrees to accept such kilowatt-hours as and when required by the City during subsequent high water seasons; and during such high water seasons the City for such periods as may be necessary to permit the Company to return the kilowatt-hours due the City and/or to permit the Company to establish a kilowatt-hour credit balance as provided for in Clause 8 (d), agrees to operate its steam plant at loads not exceeding 4,000 kilowatts, or at such greater loads as may from time to time be necessary to supply itself and its present and future customers and which the Company is unable to supply, or at such greater loads as may from time to time be mutually agreed upon to meet the circumstances then existing; PROVIDED THAT

- (a) Should the Company's requirements from the City added to the City's own requirements for periods of such duration as would not require the employment of additional staff necessitate an output from the City's 15,000 k.w. and 10,000 k.w. turbo-generators in excess of 20,000 kilowatts, up to but not exceeding an average output of 23,000 kilowatts, the Company, in addition to returning the kilowatt-hours to the City as above provided, shall pay to the City a surcharge of 0.39 mills per kilowatt-hour on such portion of the output in excess of 20,000 kilowatts as is delivered to the Company from the said two units.
- (b) Should the Company's requirements added to the City's requirements also necessitate the operation

by the City of other than its 15,000 k.w. and/or 10,000 k.w. turbo-generator units, the Company, in addition to returning the energy to the City as above provided, shall pay the City a surcharge of 2.89 mills per kilowatt-hour for all energy delivered to the Company which it was necessary to generate on such other turbo-generator units.

- (c) In respect to any energy received by the Company from the City over and above any kilowatt-hour credit balance provided for in subsection (d) of this clause, and which is not re-delivered to the City during the same month, the Company shall deposit with the City the sum of 2.11 mills per kilowatt-hour as security to the City for the re-delivery of such energy, and when such energy is re-delivered such deposit shall be returned to the Company.
- (d) In anticipation of its future requirements and to lessen the kilowatt-hours which may later be due the City, the Company shall have the right during high water seasons to establish a kilowatt-hour credit balance with the City by delivering energy to the City in excess of any kilowatt-hours due, the City operating meantime on the basis set out in the first paragraph of this Clause 8; PROVIDED that the City shall be released from payment in respect of any kilowatt-hour credit balance owing by the City to the Company at the expiration of this agreement.
- (e) For the purposes of this agreement the expression "low water seasons" shall mean those seasons and times during which the natural flow of water without stored water is insufficient to provide for the Company's full kilowatt-hour requirements, provided that during such periods the Company's water storage is insufficient to meet this kilowatt-hour deficiency, and the expression "high water seasons" shall mean any other seasons and times.

9. LABOUR AND MATERIAL COSTS

The surcharges per kilowatt-hour in sub-clauses 8 (a) and 8(b) and the deposit per kilowatt-hour in 8(c) are based on present costs of labour and material including coal at an average price of \$1.65 per ton, and shall be increased commensurately with any increase in these costs in excess of the surcharges and deposit set out.

10. SETTLEMENT

On or before the 5th day of each month the City shall furnish to the Company a statement showing any amounts due under Clause 8(a) and Clause 8(b), and also a statement showing the amount of deposit required and deposits

returnable, and settlement between the parties with respect to the said statement shall be made on or before the 20th day of each month.

11. USE AND REMOVAL OF COMPANY'S EQUIPMENT

The Company shall have the use of all land in the City upon which any lines, buildings or equipment of the Company are now situated without charge of any kind during the continuance of this agreement. On the termination of this agreement the Company shall have the right to remove at its own expense all apparatus, equipment, transmission lines and buildings owned by it and for such purpose shall have the right to enter upon the City's property.

12. TAXES

Subject to the approval of the Legislature of the Province of Alberta being obtained to this agreement, the City shall not during the currency of this agreement impose a tax on any of the works or buildings of the Company within the City limits exclusively required for the purposes of this agreement, but this shall not excuse the Company from the payment of business tax.

13. EXTENSION TO FACILITIES

Either party may extend or add equipment to its own power system during the term of this agreement if that party so desires.

14. TERM OF AGREEMENT

This agreement shall come into force immediately on the execution thereof and shall remain in effect for the duration of Canada's participation in the present war and two years thereafter, or until the Company has returned to the City all kilowatt-hours due to the City at a rate not less than the average rate of return during the preceding two years pursuant to this agreement, whichever is the later; PROVIDED that the City shall apply to the Legislature of the Province of Alberta at its next session to validate this agreement as from the date of the execution thereof, and this agreement shall not be binding upon either party unless and until it has been so validated.

15. POINT OF DELIVERY AND METERING EQUIPMENT

The point of delivery of the electric power and energy respectively supplied hereunder by the Company to the City and by the City to the Company shall be at the City's 13,800 volt bus-bars located in the City's steam plant. Any electric energy delivered by the City to the Company or by the Company to the City shall be measured by suitable metering equipment to be supplied and installed by and at the expense of the Company in the leads connecting the Company's 13,800 volt bus-bars to the City's 13,800 volt bus-bars both located in the City's steam plant. Upon the request of either the City or the Company and after ten

(10) days' notice to the other party, any of the said measuring instruments shall be tested or calibrated by the proper official of the Department of Trade and Commerce of Canada. If such test shows the said meter to be accurate within the limits prescribed from time to time by the Department of Trade and Commerce of Canada, the expense of such test shall be borne and paid for by the party giving notice, but in the event of the said meter being found not accurate within the said limits it shall forthwith be corrected or replaced by one that is accurate and the cost of such correction or replacement shall be borne and paid for by the Company.

16. LIABILITY AFTER DELIVERY

All responsibility of the Company for accident, loss or damage to persons or property arising out of delivery of power to the City shall cease at the point of delivery and the responsibility therefor shall be the responsibility of the City, and all responsibility of the City for accident, loss or damage to persons or property arising out of power delivered by the City to the Company shall cease at the point of delivery and the responsibility therefor shall be the responsibility of the Company, and each of the parties hereto covenants and agrees to indemnify and save harmless the other from and against any such accident, loss or damage which under this clause is the responsibility of the indemnifying party.

17. ARBITRATION

If at any time during the term of this agreement any dispute, difference or question shall arise between the parties hereto, touching the construction, meaning or effect of this agreement or concerning any clause or thing herein contained or the rights or liabilities of the parties respectively under this agreement, or should this agreement work a hardship on either party due to unforeseen circumstances, then every such dispute, difference or question shall be referred to a mutually satisfactory Judge of the Supreme Court of Alberta, who shall act as sole Arbitrator, and in the event of disagreement such Judge shall be named and appointed by the Chief Justice of the Province of Alberta, and the award or determination which shall be made by said Arbitrator shall be final and binding upon the parties hereto.

18. ACT OF GOD

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 or rebellion, in which Canada is directly involved, or to fire, flood, sabotage, strike or other cause beyond the control of either party, the results of which could not with reasonable foresight have been averted, the party whose operations are suspended or curtailed shall not be liable to the other for damages under

this agreement 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.

19. AGREEMENT BINDING ON SUCCESSORS

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 assigns.

In Witness Whereof the parties hereto have set their corporate seals attested under the hands of their proper officers.

CITY OF EDMONTON

"J. W. FRY" Mayor

"A. RUSSELL" City Clerk

(SEAL)

CALGARY POWER COMPANY LIMITED

Per "M. KILLAM" Director

"FRED C. CLARKE" Director

(SEAL)

APPROVED:

As to Form—"Thomas E. Garside"
City Solicitor.

As to Contents—"Robt. G. Watson"
Head of Department.

As to Principle—"R. J. Gibb"
City Commissioner.

FIRST SESSION,
NINTH LEGISLATURE
5 GEORGE VI
1941

BILL

An Act to amend the Acts constituting
the Edmonton Charter.

Received and read the

First time.....

Second time.....

Third time.....

MR. DUGGAN.

EDMONTON:
A. Shnitka, King's Printer
1941