



BYLAW NO. 1050

A By-law of the **Rural Municipality of Morris** (hereinafter referred to as the "Municipality") authorizing the execution of a contract with Manitoba Hydro for the supply of electrical power for street lighting purposes in the Municipality for a term of five years, and providing the annual payments therefore, pursuant to The Municipal Act, S.M. 1970, Chapter 100.

WHEREAS the Council has made application to Manitoba Hydro for the supply of electrical power for street lighting purposes in the areas known as:

Aubigny, Kane, Lowe Farm, McTavish, Rosenort North, Sewell, Silver Plains, Sperling and Riverside

which are part of the Municipality;

AND WHEREAS Manitoba Hydro has presented to the Council, for its approval, a draft contract for the supply of electrical power for that purpose;

AND WHEREAS Sections 367 and 368 of the Municipal Act, S.M. 1970, Chapter 100, provide as follows:

- 367. (1) Every municipality may, subject to this Act, contract for a supply of gas, heat, electric light or power, or water, for domestic or public uses within the municipality or part thereof.
 - (2) Subject as herein provided no municipality shall enter into a contract with any person for the supply or furnishing of gas, heat, electric light or power, or water, for any public use, or any contract to which subsection (1) applies, without first obtaining the authorization of The Public Utilities Board.
 - (3) No municipality shall grant to any person any franchise, right, or privilege, mentioned in subsection (2), for any term exceeding thirty years.
- 368. (1) Subject to subsection (2), a municipality, with the approval of The Public Utilities Board, may enter into a contract with Manitoba Hydro for the supply of electrical power for street lighting purposes in the municipality or a part thereof, without the sanction of its electors.
 - (2) Where the contract provides for street lighting in a part of the municipality, the By-law may provide that the whole or a portion of the annual expenditure may be levied against that part.

AND WHEREAS the net annual expenditure required in respect of each of said areas during each of the five years of the term thereof shall not exceed the following amounts, namely:

Aubigny	<u>1250.⁰⁰</u>	Rosenort North	<u>2,250.⁰⁰</u>
Kane	<u>700.⁰⁰</u>	Silver Plains	<u>250.⁰⁰</u>
Lowe Farm	<u>3400.⁰⁰</u>	Sperling	<u>2,200.⁰⁰</u>
McTavish	<u>350.⁰⁰</u>	Riverside	<u>1,200.⁰⁰</u>
Sewell	<u>250.⁰⁰</u>		

RURAL MUNICIPALITY OF MORRIS

SEWER TO VILLAGE OF MORRIS

MUNICIPALITY

and it is deemed expedient to enact that such expenditures be raised and levied as follows:

a general levy over the whole municipality.

NOW THEREFORE the **Reeve** and Council of the Municipality in Council assembled, enact as follows:

1. THAT the draft contract between Manitoba Hydro and the Municipality which is attached hereto as Schedule "A" BE AND IT IS HEREBY APPROVED.
2. THAT the **Reeve** and the Secretary-Treasurer of the Municipality are hereby authorized and instructed to execute the said draft contract on behalf of the Municipality, and to affix the seal of the Municipality thereto, and to deliver to Manitoba Hydro an executed copy thereof;
3. THAT the net annual expenditure required to be made by the Municipality under the said contract shall not exceed

dollars (\$ *11,850⁰⁰*) and shall be raised in each of the years 1974 to 1978 inclusive.

4. THAT said annual expenditures will be levied as follows:

a general levy over the whole municipality.

5. THAT this By-law shall come into force and effect upon being approved by the Public Utilities Board.

DONE AND PASSED in open Council assembled at

in Manitoba, this

14

day of

Morris
September 1973

(SEAL)

[Signature]
Reeve

[Signature]
Secretary-Treasurer

David J. Harder

Secretary-Treasurer of

RURAL MUNICIPALITY OF MORRIS

HEREBY CERTIFY that the above is a

true copy of By-law No. *1050* of

RURAL MUNICIPALITY OF MORRIS

AUTHORIZED

By Order No. *130/73*

THE PUBLIC UTILITIES BOARD

[Signature]
Secretary
[Signature]

[Signature]
Secretary-Treasurer

THIS AGREEMENT made this 14 day of September 1973
BETWEEN:

MANITOBA HYDRO, a corporation having its head
office in the City of Winnipeg, Manitoba

OF THE FIRST PART

- and -

RURAL MUNICIPALITY OF MORRIS

(hereinafter called the "Public Authority")

OF THE SECOND PART

WHEREAS the Public Authority has requested Manitoba Hydro to supply, install, operate, maintain and furnish electric energy for the lights hereinafter referred to;

AND WHEREAS Manitoba Hydro has agreed so to do on the terms and conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. Manitoba Hydro will supply, install on wood poles with overhead wiring, operate, maintain, keep in good order and furnish electric energy for the street lights listed in Appendix A hereto. If mutually agreed, the number and capacity of such street lights may be varied from time to time, provided that:
 - (a) the total number of street lights shall not at any time be less than the totals shown in Appendix A unless the total wattage is increased;
 - (b) the total wattage for each size of lamp used shall not at any time be less than the totals shown in Appendix A, unless the lamps of the sizes specified are replaced by lamps of a larger size;
 - (c) no lamp used in any luminaire shall have a capacity of less than one hundred (100) watts;
 - (d) the luminaires and fittings shall be of a kind and type approved by Manitoba Hydro;
 - (e) the location of street lights shall be determined in accordance with standard lighting practices approved by Manitoba Hydro;
 - (f) the street lights shall be operated daily from dusk to dawn, or approximately 4,000 hours annually.
2. Manitoba Hydro will supply the Public Authority with electric energy required for the continuous operation of the traffic signal lights listed in Appendix "B" hereto. The number and location of traffic signal lights may be varied by the Public Authority from time to time. Traffic signal lights shall be installed, operated, maintained and repaired and the lamps replaced by the Public Authority, at its expense.
3. Manitoba Hydro will supply, install on existing wood poles belonging to it on which 120 volt power is available, operate, maintain, keep in good order and furnish electric energy for the sentinel lane lights listed in Appendix "C" hereto. If mutually agreed, the number and capacity of sentinel lane lights may be varied from time to time.

I. 1963 (b)
Rev. 2/70

4. Manitoba Hydro will supply, install, maintain, keep in good order and furnish electric energy for the flood-lights listed in Appendix "D" hereto, provided that such floodlights are used only for the floodlighting of public buildings, structures and monuments located on public grounds which are owned or maintained by the Public Authority.

5. Subject to Section 14 hereof, the Public Authority shall pay for the use of the street lights listed in Appendix "A" at the following rates namely:

<u>Size of Lamp</u>	<u>Annual Rate per Lamp</u>	<u>Seasonal Rate per Lamp</u>
100 Watt Incandescent	\$ 21.00	\$ 10.50
150 Watt Incandescent	28.00	14.00
200 Watt Incandescent	36.00	18.00
300 Watt Incandescent	45.00	22.50
500 Watt Incandescent	65.00	32.50
175 Watt Mercury Vapor	62.50	31.25
250 Watt Mercury Vapor	70.00	35.00
400 Watt Mercury Vapor	95.00	47.50

Rates for larger lamps will be given on request

6. Subject to Section 14 hereof, Manitoba Hydro will allow the Public Authority the following wholesale discounts on annual rates calculated separately for each location listed in Appendix "A" only, namely:

On the first \$ 25.00 of gross monthly account	—	No discount
On the next \$ 75.00 of gross monthly account	—	10% discount
On the next 100.00 of gross monthly account	—	15% discount
On the next 300.00 of gross monthly account	—	20% discount
On that portion of the gross monthly account in excess of \$500.00 each month	—	25% discount

7. Subject to Section 14 hereof, the Public Authority shall pay for the use of the traffic signal lights, sentinel lane lights, and floodlights listed in Appendices "B", "C" and "D" at the rates indicated in said Appendices.

8. If and whenever the Public Authority increases the number of street lights or replaces existing lamps with lamps or luminaries of larger size, Manitoba Hydro may adjust the amount payable by the Public Authority hereunder accordingly, and the Public Authority will thereafter pay Manitoba Hydro the adjusted amount.

9. Accounts will be submitted monthly by Manitoba Hydro to the Public Authority and shall be due and payable at the offices of Manitoba Hydro in Winnipeg, Manitoba on the date indicated thereon. A discount of ten per cent (10%) shall be allowed for payment of accounts on or before the due date. Overdue accounts shall bear interest at the rate of six per cent (6%) per annum until paid.

10. If the Public Authority makes default in any payment due hereunder and if such default continues for a period of sixty (60) days, Manitoba Hydro may in addition to all other remedies which it may have, and without notice to the Public Authority or any other person, discontinue the delivery of electric energy hereunder until such default is remedied, but no such discontinuance shall prejudice, alter or affect the rights of Manitoba Hydro hereunder nor shall it relieve the Public Authority from the covenants, agreements, provisos and conditions herein set forth.

11. Manitoba Hydro shall have the right to interrupt the supply of electric energy to any lights at any time for the purpose of safeguarding life or property and for the purpose of maintaining, repairing, replacing street lights, traffic signal lights and sentinel lane lights or any part of them, without being liable to the Public Authority for any penalty, or for any loss, costs, damages or expenses caused by or resulting from any such interruption, but all such interruptions shall be of a minimum duration and whenever possible at a time least inconvenient to the Public Authority.

12. Manitoba Hydro shall exercise reasonable care and foresight to ensure continuity of supply and delivery of electric energy to street lights, traffic signal lights, sentinel lane lights and floodlights listed in Appendices "A", "B", "C" and "D". Manitoba Hydro shall maintain the street lights listed in Appendix "A", the sentinel lane lights listed in Appendix "C" and the floodlights in Appendix "D" listed in good operating condition and shall promptly restore the same to service if all or any of them break or are damaged or fail to operate for any reason, but Manitoba Hydro shall not be liable for any penalty or for any loss, damage or expense caused by or resulting from failure in the supply and/or delivery of electric energy or from any breakage, damage or failure of any light or lights howsoever caused.

13. If the Public Authority shall at any time wish to install ornamental street light standards and/or underground wiring, the additional costs thereby incurred will be charged to and paid by the Public Authority.

I. 1963 (c)
Rev. 2/70

14. If at any time during the term of this agreement, Manitoba Hydro shall make an adjustment in its schedule of rates for or discounts applicable to street lights, traffic signal lights, sentinel lane lights and floodlights, or any of them, the adjusted rates or discounts shall be applied to all lights covered by this agreement, 60 days after written notice of the adjustment has been given to the Public Authority.

15. All rights and obligations of the parties under any previous agreements relating to the supply of electric energy for street lights, traffic signal lights, sentinel lane lights and floodlights shall cease and determine as and from the first day of **September 19 73**, and this agreement shall be deemed to have come into force on that date, and shall continue in full force and effect for a period of **five** years thereafter.

IN WITNESS WHEREOF the parties hereto have hereunto caused their corporate seals to be affixed, attested by their proper officers in their behalf, the day and year first above written.

SIGNED, SEALED AND DELIVERED)

in the presence of:)

MANITOBA HYDRO

per

General Counsel and Secretary

RURAL MUNICIPALITY OF MORRIS

per

Reeve

Secretary-Treasurer

Approved

Sales Officer
Legal Officer

This is Appendix A

referred to in the attached agreement

dated Sept. 14 1973 between

MANITOBA HYDRO

and

RURAL MUNICIPALITY OF MORRIS

STREET LIGHTS

<u>Number and Size of Lamp</u>	<u>Location</u>	<u>Net Monthly</u>	<u>Net Annually</u>
14 x 175 watt mercury vapor	Aubigny	\$ 60.89	\$ 730.68
4 x 175 watt mercury vapor 4 x 400 watt mercury vapor	Kane	44.77	537.24
36 x 175 watt mercury vapor 9 x 400 watt mercury vapor	Low Farm	202.05	2,424.60
4 x 175 watt mercury vapor	McTavish	18.75	225.00
13 x 175 watt mercury vapor 11 x 400 watt mercury vapor	Rosenort North	125.16	1,501.92
2 x 175 watt mercury vapor	Sewell	9.38	112.56
3 x 175 watt mercury vapor	Silver Plains	14.07	168.84
28 x 175 watt mercury vapor 4 x 400 watt mercury vapor	Sperling	142.53	1,710.36
12 x 175 watt mercury vapor	Riverside	<u>52.87</u>	<u>634.44</u>
	Total	<u>\$ 670.47</u>	<u>\$ 8,045.64</u>

OCT 4 1973

This is Appendix B

referred to in the attached agreement

dated *Sept. 14 1973* between

MANITOBA HYDRO

and

RURAL MUNICIPALITY OF MORRIS

TRAFFIC SIGNAL LIGHTS

Number and
Size of Lamp

Location

Net
Monthly

Net
Annually

N11

N11

N11

N11

This is Appendix C

referred to in the attached agreement

dated *Sept 14 1973* between

MANITOBA HYDRO

and

~~RURAL MUNICIPALITY OF MORRIS~~

RATES APPLYING TO SENTINEL LANE LIGHTS

<u>Size of Sentinel Lane Light</u>	<u>Annual Rate Per Light</u>	<u>Prompt Payment Discount</u>
175 Watt Mercury Vapor	\$ 48.00	10%
400 Watt Mercury Vapor	66.60	10%

Wholesale discounts are not applicable.

LOCATION OF SENTINEL LANE LIGHTS

<u>Number and Size of Light</u>	<u>Location</u>	<u>Net Monthly</u>	<u>Net Annually</u>
N11	N11	N11	N11



This is Appendix D

referred to in the attached agreement

dated *Sept. 14* 19 *73* between

MANITOBA HYDRO

and

RURAL MUNICIPALITY OF MORRIS

FLOODLIGHTS

<u>Number and Size of Lamp</u>	<u>Location</u>	<u>Net Monthly</u>	<u>Net Annually</u>
1 x 200 watt sodium vapor	Aubigny	\$14.26	\$171.12
1 x 250 watt mercury vapor			
		<u>\$14.26</u>	<u>\$171.12</u>

DATED Sept. 14 1973

BETWEEN

RURAL MUNICIPALITY OF MORRIS

- and -

MANITOBA HYDRO

MANITOBA HYDRO

LIGHTING AGREEMENT

THIS AGREEMENT IS MADE THIS 14th DAY OF SEPTEMBER 1973 BETWEEN THE RURAL MUNICIPALITY OF MORRIS AND MANITOBA HYDRO

**Manitoba Hydro
Legal Department**