

BY-LAW NO. 707  
Morris

A By-law of the Municipality of Morris authorizing under Section 404 of the Municipal Act, R.S.M. 1940, Cap. 141, the execution of a contract with The Manitoba Power Commission for the supply of electrical power for street lighting purposes in the Municipality for a term of five years, and providing the annual payments therefor.

WHEREAS the Council has made application to The Manitoba Power Commission for the supply of electrical power for street lighting purposes in the Village of M<sup>c</sup>Leisick which is part of the said Municipality.

AND WHEREAS The Manitoba Power Commission has presented to the Council, for its approval, a contract for the supply of electrical power for the purpose aforesaid;

AND WHEREAS said Section 404, R.S.M. 1940, Cap. 141, provides:

404. (1) A municipal corporation may, notwithstanding the provisions of the preceding section, enter into a contract for a term not exceeding five years for the supply of electrical power for street lighting purposes in the Municipality or a part thereof without the sanction of its ratepayers, if the total annual expenditure for the purpose under any one contract or agreement does not exceed One Thousand Dollars and the contract or agreement be authorized by the Board. 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 during each of the five years of the term of said contract is Seventy five dollars and fifty cents (\$75<sup>00</sup>/<sub>xx</sub>), and it is deemed expedient to enact that such yearly expenditure be raised in each year, part by a grant of Thirty Seven dollars and eighty cents (\$37<sup>80</sup>/<sub>xx</sub>) per annum to be paid by the Municipality and the remainder by a special rate levied annually against the lands in the Village of ward III which is part of the Municipality of Morris

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

1. THAT the contract bearing even date herewith and made between the Manitoba Power Commission and the Municipality of Morris BE AND IT IS HEREBY APPROVED.

2. THAT the Reeve and the Secretary-Treasurer of the Municipality of Morris are hereby authorized and instructed to execute the said contract, on behalf of the Municipality, and to affix the municipal seal thereto, and to deliver to The Manitoba Power Commission an executed copy thereof:

3. THAT the net annual expenditure required to be made by the Municipality under said contract, being the sum of Seventy five dollars and fifty cents (\$75<sup>00</sup>/<sub>xx</sub>) shall be raised in the following manner, to be paid part by an annual grant of Thirty Seven dollars and eighty cents (\$37<sup>80</sup>/<sub>xx</sub>) by the Municipality and the remainder by a special levy made in each of the years 1947 to 1951, on all the rateable property within the limits of the said Village, which limits may be defined as follows: ward III which is part of the Municipality of Morris

4. THAT this By-law come into effect after being approved by the Municipal and Public Utility Board.

DONE AND PASSED in open Council assembled at Morris in Manitoba, this 20 day of September A.D. 1946

(SEAL) APPROVED [Signature]

THIS AGREEMENT made in duplicate this 20 day of September A.D. 1946

BETWEEN THE MANITOBA POWER COMMISSION  
(hereinafter called the "Commission")  
and

THE MUNICIPALITY OF Worris  
(hereinafter called the "Municipality")

WHEREAS the Municipality has made application to the Commission to supply electrical energy for street lighting purposes in the Village of St. Jarvis

AND WHEREAS the Commission has agreed to furnish electrical energy for the purpose aforesaid;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the premises and the covenants herein contained and subject to the provisions of "The Manitoba Power Commission Act" and "The Municipal Act" the parties hereto mutually covenant and agree as follows:

1. (a) The Commission will install, operate, maintain and keep in good order the following street lights in

<u>Column I</u> <u>Number of Lights</u>	<u>Column II</u> <u>Capacity per Lamp</u>	<u>Column III</u> <u>Total Capacity</u>
<u>4</u>	<u>100</u>	<u>400</u>

and may, if mutually agreed upon, vary the number and capacity of such lights, provided that:

- (1) the total number of lights installed shall not at any time be less than the total number set out in Column I.
- (2) the total installed capacity of the lamps used therein shall not at any time be less than the total of the capacity set out in Column III.
- (3) no lamp used in any street light shall have a capacity of less than one hundred (100) watts.
- (4) such lights and fittings shall be of a kind or type approved by the Commission and shall be located in accordance with its directions.

2. The Municipality will, at the times and in the manner hereinafter set forth, pay for the use of all street lights installed in accordance with the provisions of paragraph I hereof at the following annual rates for each lamp, according to size:

<u>Size in watts of Lamp</u>	<u>Annual Flat Rate</u>
100 or 100 c.p.	\$ 21.00
150	28.00
200	36.00
300	45.00
500	65.00

Larger lamps quoted on application

The word 'annual' as used herein means the fiscal year of the Commission.

3. Bills shall be rendered monthly by the Commission to the Municipality and shall be payable on or before the fifteenth day from date of issue of the

bill. A discount of ten per centum (10%) shall be allowed for payment of the bill as rendered, providing such payment is made on or before the fifteenth day from date of issue of the bill.

4. The Commission will, at the end of each year, adjust and determine the amount if any, for which the Municipality is liable hereunder and the Municipality will, after being advised of the amount determined, pay to the Commission forthwith such amount.
5. Monies payable hereunder shall be paid in lawful monies of Canada at the office of the Commission at Winnipeg in Manitoba.
6. Payments in arrears shall bear interest at the rate of Six per centum (6%) per annum.
7. If default is made by the Municipality in making any of the payments due hereunder as and when they or any of them become due and if such default continues for a period of sixty (60) days, the Commission may in addition to all other remedies which it may have and without notice to the Municipality or any other person discontinue the delivery of electrical energy hereunder until such payment or payments so in default is or are paid but no such discontinuance shall prejudice, alter or affect the rights of the Commission hereunder nor shall it relieve the Municipality from the covenants, agreements, provisos and conditions herein set forth.
8. The Commission shall have the right to discontinue the supply of electrical energy hereunder for the purpose of safeguarding life and property or at reasonable times for the making of any repairs, renewals or replacements that may be necessary but such interruptions shall not release the Municipality from any obligations to pay for or to resume the use of electrical energy when the service is restored.
9. In case the Commission should at any time or times be prevented from supplying electrical energy or any part thereof by strikes, lockouts, fire, invasion, explosion or act of God or the King's enemies or any other cause reasonably beyond the Commission's control, then the Commission shall not be bound to deliver electrical energy during such time.
10. This Agreement is entered into between the parties hereto in place of any previous agreements relating to the supply of electrical energy for street lighting purposes in the said *Village* and any such agreements shall be deemed to have been terminated *as*, of and from the first day of *September* A.D. 194*8*, 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 and shall be terminated at the expiration of this period.

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

SIGNED, SEALED AND DELIVERED

(Seal)

THE MANITOBA POWER COMMISSION

*[Signature]*  
GENERAL MANAGER

THE MUNICIPALITY OF *St. James*

*[Signature]*  
Reeve

*[Signature]*  
Secretary-Treasurer

28/9/43 - Form "B"

**APPROVED**

By Order No. *13/48*

THE MUNICIPAL & PUBLIC UTILITY BOARD

*[Signature]*