

A By-Law of the Municipality of **Morris** authorizing under Section 404 of The Municipal Act, R.S.M. 1940, Cap. 141, as amended by Chapter 74 of the Statutes of Manitoba, 1949, 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 **Rosenort** 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;

AND WHEREAS said Section 404, R.S.M. 1940, Cap. 141, as amended by Chapter 74 of the Statutes of Manitoba, 1949, provides:

404. (1) A municipal corporation may, notwithstanding the provisions of the last 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 Fifteen Hundred Dollars and the contract or agreement is 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 **One hundred & nineteen 70/100 (\$119.70)**, and it is deemed expedient to enact that such yearly expenditure will be included in the general levy on the Municipality to the amount of **\$59.85** and the balance of **\$59.85** levied against the lands in Ward 3, which is part of the Municipality.

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 the said contract, being the sum of **One hundred & nineteen 70/100 (\$119.70)** shall be raised in the following manner; this amount will be included in the general levy in each of the years 1954 to 1958 on all the rateable property within the limits of the said Municipality to the amount of **\$59.85** and the balance of **\$59.85** levied against the lands in Ward 3, which is part of the Municipality.

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 **10th** day of **July** A.D. 19 **53**

[Signature]
Reeve

(SEAL)

[Signature]
Secretary-Treasurer

1, **D. J. Harder** Secretary-Treasurer of the Municipality of **Morris** HEREBY CERTIFY that the above is a true (duplicate) copy of By-Law No. 793 .

APPROVED

By Order No. 411/53

THE MUNICIPAL & PUBLIC UTILITY BOARD

[Signature]
Secretary-Treasurer

30/5/52 - B-1

[Signature]
Secretary

THIS AGREEMENT made in duplicate this 10 day of July A.D. 1953

BETWEEN

THE MANITOBA POWER COMMISSION
hereinafter called "The Commission"

and

THE MUNICIPALITY OF **MORRIS**
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 Rosserst**

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 **the Village of Rosserst**

| <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> |
|--------------------------------------------|----------------------------------------------|--------------------------------------------|
| 5 | 100 Watts | 500 Watts |
| 1 | 150 Watts | 150 Watts |

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 1 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 |
| 400 w Mercury Vapor | 95.00 |
| Larger lamps quoted on application | |

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

The following schedule of wholesale discounts will apply:

| | |
|-----------------------------------------------------|-------------------------|
| On the 1st \$25.00 dollars of gross bill each month | - No wholesale discount |
| " " next 75.00 " " " " " " | - 10% " " |
| " " " 100.00 " " " " " " | - 15% " " |
| " " " 300.00 " " " " " " | - 20% " " |
| " all of the gross bill in excess of \$500.00 " " | - 25% " " |

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 Queen'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 of Rosemont** and any such agreements shall be deemed to have been terminated as, of and from the first day of **September** A.D. 19**53**, 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 (5)** 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

W.D. Falk

 General Manager

THE MUNICIPALITY OF **MORRIS**

B. MacKenzie

 Reeve

J. Harder

 Secretary/Treasurer

APPROVED
 By Order No. *411/53*
 THE MUNICIPAL & PUBLIC UTILITY BOARD
A.B. Lawford

 Secretary
per R.D.