

BYLAW NO. ✓ 886

A Bylaw of the Municipality of **Morris** (hereinafter referred to as the "Municipality") authorizing the execution of contracts 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 therefor, pursuant to Section 409 of The Municipal Act, R.S.M. Chapter 173, as amended by Chapter 46, of the Statutes of Manitoba, 1955, Section 17.

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 Love Farm, McTavish, Rosenort North, Sewell, Silver Plains and Sperling**

which are part of the Municipality;

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

AND WHEREAS Section 409 of The Municipal Act, R.S.M. 1954, Chapter 173, as amended by Chapter 46, of the Statutes of Manitoba, 1955, Section 17, provides in part as follows:

409. (1) Notwithstanding Section 407 a municipal corporation, with the approval of the Board may enter into a contract with The Manitoba Power Commission 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 under any one contract or agreement does not exceed the following amounts:
- (a) In the case of a rural municipality, does not exceed three thousand dollars;
 - (2) Where the contract provides for street lighting in a part of the municipal corporation the bylaw may provide that the whole or a portion of the annual expenditure may be levied against that part.
 - (3) The Board, on the application of a municipal corporation, may authorize the corporation to enter into a contract with The Manitoba Power Commission for the expenditure of an amount in excess of the respective amounts provided in subsection (1).

AND WHEREAS subsection (2) of Section 59 of The Manitoba Hydro Act, enacted by the Legislature of Manitoba at the 1961 session, provides as follows:

59. (2) "Where in any Act of the Legislature there is a reference of The Manitoba Power Commission, that reference shall, after this Act comes into force, be deemed to apply to and to mean, The Manitoba Hydro-Electric Board."

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

Aubigny -	\$ 500 ⁰⁰
Kane -	300 ⁰⁰
Low Farm -	2000 ⁰⁰
McTavish -	200 ⁰⁰
Rosenort North -	1200 ⁰⁰
Sewell -	150 ⁰⁰
Silver Plains -	150 ⁰⁰
Sperling -	1200 ⁰⁰

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

One-half the annual expenditure (except SEWELL Village) to be included in the GENERAL LEVY on all the rateable property within the limits of the Municipality and

One-half the annual expenditures of the Villages of: AUBIGNY, KANE, LOWE FARM and SPERLING, to be levied against all the rateable property within the limits of said Villages;

One-half the annual expenditure of the Villages of: McTAVISH, ROSENORT & SILVER PLAINS to be levied against all the rateable property in WARD THREE.

and in the case of SEWELL Village, all the annual expenditure to be levied against all the rateable property within the limits of WARD ONE.

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

1. THAT Bylaw Numbers 875, 823, ⁸²²822, 851, 874, 831, 853 and 833 of the Municipality are hereby rescinded and the agreements referred to in said Bylaws are hereby cancelled.
2. THAT the draft contracts between Manitoba Hydro and the Municipality, attached hereto as schedules A, B, C, D, E, F, G and H BE AND THEY ARE HEREBY APPROVED.
3. THAT the Reeve and the Secretary-Treasurer of the Municipality are hereby authorized and instructed to execute the said draft contracts, on behalf of the Municipality, and to affix the seal of the Municipality thereto, and to deliver to Manitoba Hydro an executed copy thereof;
4. THAT the net annual expenditure required to be made by the Municipality under the said contracts shall not exceed ^{fifty seven hundred} dollars (\$5,700⁰⁰) and shall be raised in each of the years 1961 to 1965, inclusive.

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

One-half the annual expenditure (except SEWELL Village) to be included in the GENERAL LEVY on all the rateable property within the limits of the municipality and

One-half the annual expenditures of the Villages of: AUBIGNY, KANE, LOWE FARM and SPERLING, to be levied against all the rateable property within the limits of said Villages;

One-half the annual expenditures of the Villages of: McTAVISH, ROSENORT & SILVER PLAINS to be levied against all the rateable property in WARD THREE.

and in the case of SEWELL Village, all the annual expenditure to be levied against all the rateable property within the limits of WARD ONE.

6. THAT this Bylaw shall come into force and effect upon being approved by the Public Utilities Board.

DONE AND PASSED in open council assembled at *Morris* in
Manitoba, this *11* day of *August* 1961

Bruce MacKenzie
Reeve

APPROVED

(SEAL)

By Order No. *129/61*
THE PUBLIC UTILITIES BOARD

at Stouffville
Harder
Secretary Secretary-Treasurer

P.I. 19-30

THIS AGREEMENT made this 11 day of August 1961.

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 street 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 following street lights in the **Village of Aubigny** namely:

<u>Number of Lights</u>	<u>Size of Lamp</u>	<u>Total Wattage</u>
1	100W	100W
10	150W	1500W
2	200W	400W
1	300W	300W

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

- (a) the total number of street lights shall not at any time be less than the totals shown above 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 above, unless the lamps of the sizes specified are replaced by lamps of a larger size.

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- (c) no lamp used in any street light 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 street 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. The Public Authority may, at its expense, install and operate such traffic signal lights as the Public Authority shall from time to time deem necessary or desirable, and Manitoba Hydro agrees to supply the Public Authority with electric energy required for the continuous operation thereof. Such traffic signal lights shall be maintained and repaired and the lamps replaced by the Public Authority at its expense.

3. The Public Authority shall pay for the use of said street lights and/or traffic signal lights at the following rates namely:

<u>Size of Lamp</u>	<u>Annual Rate per Lamp</u>
60 Watt Incandescent Traffic Signal Lamps	\$ 13.00
100 Watt Incandescent	21.00
150 " "	28.00
200 " "	36.00
300 " "	45.00
500 " "	65.00
175 " Mercury Vapor	62.50
400 " "	95.00

Rates for larger lamps will be given on request.

4. Manitoba Hydro will allow the Public Authority the following wholesale discounts:

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

5. If and whenever the Public Authority increases the number of street lights or replaces existing lamps with lamps or luminaires 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.

6. 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.

7. 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.

8. Manitoba Hydro shall have the right to interrupt the supply of electric energy

at any time for the purpose of safeguarding life or property and for the purpose of maintaining, repairing, replacing said street 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.

9. Manitoba Hydro shall exercise due diligence and reasonable care and foresight to maintain the street lights in good operating condition and to insure continuity of supply and delivery of electric energy and in restoring the street lights 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 or damage caused by or resulting from any such failure as aforesaid arising from any cause.

10. 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.

11. All rights and obligations of the parties under any previous agreements relating to the supply of electrical energy for street lighting purposes shall cease and determine as and from the first day of **April** 1961, 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 that behalf, the day and date first above written.

SIGNED, SEALED AND DELIVERED)

in the presence of:

A. Loving

[Signature]

[Signature]

MANITOBA HYDRO

Per

[Signature]
General Manager

[Signature]

SECRETARY

RURAL MUNICIPALITY OF MORRIS

[Signature]
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[Signature]
Secretary-Treasurer

APPROVED

By Order No. 129/61
THE PUBLIC UTILITIES BOARD

[Signature]
Secretary

THIS AGREEMENT made this 11 day of December 1961.

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 street 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 following street lights in the Village of Kane namely:

<u>Number of Lights</u>	<u>Size of Lamp</u>	<u>Total Wattage</u>
6	150W	900W

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

- (a) the total number of street lights shall not at any time be less than the totals shown above 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 above, unless the lamps of the sizes specified are replaced by lamps of a larger size.

- (c) no lamp used in any street light 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 street 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. The Public Authority may, at its expense, install and operate such traffic signal lights as the Public Authority shall from time to time deem necessary or desirable, and Manitoba Hydro agrees to supply the Public Authority with electric energy required for the continuous operation thereof. Such traffic signal lights shall be maintained and repaired and the lamps replaced by the Public Authority at its expense.

3. The Public Authority shall pay for the use of said street lights and/or traffic signal lights at the following rates namely:

<u>Size of Lamp</u>	<u>Annual Rate per Lamp</u>
60 Watt Incandescent Traffic Signal Lamps	\$ 13.00
100 Watt Incandescent	21.00
150 " "	28.00
200 " "	36.00
300 " "	45.00
500 " "	65.00
175 " Mercury Vapor	62.50
400 " "	95.00

Rates for larger lamps will be given on request.

4. Manitoba Hydro will allow the Public Authority the following wholesale discounts:

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

5. If and whenever the Public Authority increases the number of street lights or replaces existing lamps with lamps or luminaires 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.

6. 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.

7. 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.

8. Manitoba Hydro shall have the right to interrupt the supply of electric energy

at any time for the purpose of safeguarding life or property and for the purpose of maintaining, repairing, replacing said street 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.

9. Manitoba Hydro shall exercise due diligence and reasonable care and foresight to maintain the street lights in good operating condition and to insure continuity of supply and delivery of electric energy and in restoring the street lights 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 or damage caused by or resulting from any such failure as aforesaid arising from any cause.

10. 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.

11. All rights and obligations of the parties under any previous agreements relating to the supply of electrical energy for street lighting purposes shall cease and determine as and from the first day of **April** 1961, 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 that behalf, the day and date first above written.

SIGNED, SEALED AND DELIVERED)

in the presence of:

A. Loving

MANITOBA HYDRO

Per

W. D. Talli
General Manager

[Signature]
SECRETARY

RURAL MUNICIPALITY OF NORRIS

Bruce Mackenzie
Clerk

[Signature]
Secretary-Treasurer

[Signature]
SECRETARY

APPROVED
By Order No. 124/61
THE PUBLIC UTILITIES BOARD
A. B. Lawford per *BB*
Secretary

P.I. 19-30

THIS AGREEMENT made this 11th day of August 1961.

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 street 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 following street lights in the **Village of Lowe Farm** namely:

<u>Number of Lights</u>	<u>Size of Lamp</u>	<u>Total Wattage</u>
32	100W	3200W
2	300W	600W
9	400W MV	3600W

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

- (a) the total number of street lights shall not at any time be less than the totals shown above 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 above, unless the lamps of the sizes specified are replaced by lamps of a larger size.

*See article of
Sept 21 61*

*Street Lighting
Review \$1600
Review this matter
with Public Utility Board*

- (c) no lamp used in any street light 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 street 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. The Public Authority may, at its expense, install and operate such traffic signal lights as the Public Authority shall from time to time deem necessary or desirable, and Manitoba Hydro agrees to supply the Public Authority with electric energy required for the continuous operation thereof. Such traffic signal lights shall be maintained and repaired and the lamps replaced by the Public Authority at its expense.

3. The Public Authority shall pay for the use of said street lights and/or traffic signal lights at the following rates namely:

<u>Size of Lamp</u>	<u>Annual Rate per Lamp</u>
60 Watt Incandescent Traffic Signal Lamps	\$ 13.00
100 Watt Incandescent	21.00
150 " "	28.00
200 " "	36.00
300 " "	45.00
500 " "	65.00
175 " Mercury Vapor	62.50
400 " "	95.00

Rates for larger lamps will be given on request.

4. Manitoba Hydro will allow the Public Authority the following wholesale discounts:

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

5. If and whenever the Public Authority increases the number of street lights or replaces existing lamps with lamps or luminaires 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.

6. 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.

7. 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.

8. Manitoba Hydro shall have the right to interrupt the supply of electric energy

at any time for the purpose of safeguarding life or property and for the purpose of maintaining, repairing, replacing said street 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.

9. Manitoba Hydro shall exercise due diligence and reasonable care and foresight to maintain the street lights in good operating condition and to insure continuity of supply and delivery of electric energy and in restoring the street lights 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 or damage caused by or resulting from any such failure as aforesaid arising from any cause.

10. 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.

11. All rights and obligations of the parties under any previous agreements relating to the supply of electrical energy for street lighting purposes shall cease and determine as and from the first day of **April** 19**61**, 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 that behalf, the day and date first above written.

SIGNED, SEALED AND DELIVERED)

in the presence of:

A. Lovings



MANITOBA HYDRO

Per

W. D. Tallis
General Manager

[Signature]
SECRETARY

RURAL MUNICIPALITY OF MORRIS

Bruce MacTavish
Mayor

[Signature]
Secretary-Treasurer

APPROVED
By Order No. *129/61*
THE PUBLIC UTILITIES BOARD
Attest per [Signature]
Secretary

P.I. 19-30

THIS AGREEMENT made this

11th

day of

August

1961.

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 street 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 following street lights in the **Village of McFavish** namely:

<u>Number of Lights</u>	<u>Size of Lamp</u>	<u>Total Wattage</u>
4	100W	400W

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

- (a) the total number of street lights shall not at any time be less than the totals shown above 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 above, unless the lamps of the sizes specified are replaced by lamps of a larger size.

- (c) no lamp used in any street light 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 street 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. The Public Authority may, at its expense, install and operate such traffic signal lights as the Public Authority shall from time to time deem necessary or desirable, and Manitoba Hydro agrees to supply the Public Authority with electric energy required for the continuous operation thereof. Such traffic signal lights shall be maintained and repaired and the lamps replaced by the Public Authority at its expense.

3. The Public Authority shall pay for the use of said street lights and/or traffic signal lights at the following rates namely:

<u>Size of Lamp</u>	<u>Annual Rate per Lamp</u>
60 Watt Incandescent Traffic Signal Lamps	\$ 13.00
100 Watt Incandescent	21.00
150 " "	28.00
200 " "	36.00
300 " "	45.00
500 " "	65.00
175 " Mercury Vapor	62.50
400 " "	95.00

Rates for larger lamps will be given on request.

4. Manitoba Hydro will allow the Public Authority the following wholesale discounts:

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

5. If and whenever the Public Authority increases the number of street lights or replaces existing lamps with lamps or luminaires 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.

6. 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.

7. 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.

8. Manitoba Hydro shall have the right to interrupt the supply of electric energy

at any time for the purpose of safeguarding life or property and for the purpose of maintaining, repairing, replacing said street 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.

9. Manitoba Hydro shall exercise due diligence and reasonable care and foresight to maintain the street lights in good operating condition and to insure continuity of supply and delivery of electric energy and in restoring the street lights 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 or damage caused by or resulting from any such failure as aforesaid arising from any cause.

10. 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.

11. All rights and obligations of the parties under any previous agreements relating to the supply of electrical energy for street lighting purposes shall cease and determine as and from the first day of **April** 19**61**, 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 that behalf, the day and date first above written.

SIGNED, SEALED AND DELIVERED)

in the presence of:

A. Lovings

MANITOBA HYDRO

Per

W.D. Tallie
General Manager

[Signature]
SECRETARY

RURAL MUNICIPALITY OF NORRIS

Bruce MacKenzie
Reeve

[Signature]
Secretary-Treasurer

APPROVED
By Order No. 129/61
THE PUBLIC UTILITIES BOARD
A. Blawie
Secretary

[Handwritten notes and signatures in a box]

P.I. 19-30

THIS AGREEMENT made this

11th

day of

August 1961.

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 street 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 following street lights in the **Village of Rosenort North** namely:

<u>Number of Lights</u>	<u>Size of Lamp</u>	<u>Total Wattage</u>
1	100W	100W
11	400W MV	4400W

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

- (a) the total number of street lights shall not at any time be less than the totals shown above 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 above, unless the lamps of the sizes specified are replaced by lamps of a larger size.

- (c) no lamp used in any street light 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 street 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. The Public Authority may, at its expense, install and operate such traffic signal lights as the Public Authority shall from time to time deem necessary or desirable, and Manitoba Hydro agrees to supply the Public Authority with electric energy required for the continuous operation thereof. Such traffic signal lights shall be maintained and repaired and the lamps replaced by the Public Authority at its expense.

3. The Public Authority shall pay for the use of said street lights and/or traffic signal lights at the following rates namely:

<u>Size of Lamp</u>	<u>Annual Rate per Lamp</u>
60 Watt Incandescent Traffic Signal Lamps	\$ 13.00
100 Watt Incandescent	21.00
150 " "	28.00
200 " "	36.00
300 " "	45.00
500 " "	65.00
175 " Mercury Vapor	62.50
400 " "	95.00

Rates for larger lamps will be given on request.

4. Manitoba Hydro will allow the Public Authority the following wholesale discounts:

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

5. If and whenever the Public Authority increases the number of street lights or replaces existing lamps with lamps or luminaires 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.

6. 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.

7. 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.

8. Manitoba Hydro shall have the right to interrupt the supply of electric energy

at any time for the purpose of safeguarding life or property and for the purpose of maintaining, repairing, replacing said street 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.

9. Manitoba Hydro shall exercise due diligence and reasonable care and foresight to maintain the street lights in good operating condition and to insure continuity of supply and delivery of electric energy and in restoring the street lights 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 or damage caused by or resulting from any such failure as aforesaid arising from any cause.

10. 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.

11. All rights and obligations of the parties under any previous agreements relating to the supply of electrical energy for street lighting purposes shall cease and determine as and from the first day of **April** 19**61**, 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 that behalf, the day and date first above written.

SIGNED, SEALED AND DELIVERED)

in the presence of:

A. Loving

MANITOBA HYDRO

Per

W. D. Tallis
General Manager

[Signature]
SECRETARY

RURAL MUNICIPALITY OF MORRIS

Bruce MacKenzie
Mayor

[Signature]
Secretary-Treasurer

APPROVED

By Order No. *129/61*

THE PUBLIC UTILITIES BOARD

[Signature]
Secretary

[Handwritten notes and stamps in a box]

P.I. 19-30

THIS AGREEMENT made this

11th day of August 1961.

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 street 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 following street lights in the **Village of Sewell** namely:

<u>Number of Lights</u>	<u>Size of Lamp</u>	<u>Total Wattage</u>
2	300W	600W

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

- (a) the total number of street lights shall not at any time be less than the totals shown above 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 above, unless the lamps of the sizes specified are replaced by lamps of a larger size.

- (c) no lamp used in any street light 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 street 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. The Public Authority may, at its expense, install and operate such traffic signal lights as the Public Authority shall from time to time deem necessary or desirable, and Manitoba Hydro agrees to supply the Public Authority with electric energy required for the continuous operation thereof. Such traffic signal lights shall be maintained and repaired and the lamps replaced by the Public Authority at its expense.

3. The Public Authority shall pay for the use of said street lights and/or traffic signal lights at the following rates namely:

<u>Size of Lamp</u>	<u>Annual Rate per Lamp</u>
60 Watt Incandescent Traffic Signal Lamps	\$ 13.00
100 Watt Incandescent	21.00
150 " "	28.00
200 " "	36.00
300 " "	45.00
500 " "	65.00
175 " Mercury Vapor	62.50
400 " "	95.00

Rates for larger lamps will be given on request.

4. Manitoba Hydro will allow the Public Authority the following wholesale discounts:

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

5. If and whenever the Public Authority increases the number of street lights or replaces existing lamps with lamps or luminaires 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.

6. 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.

7. 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.

8. Manitoba Hydro shall have the right to interrupt the supply of electric energy

at any time for the purpose of safeguarding life or property and for the purpose of maintaining, repairing, replacing said street 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.

9. Manitoba Hydro shall exercise due diligence and reasonable care and foresight to maintain the street lights in good operating condition and to insure continuity of supply and delivery of electric energy and in restoring the street lights 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 or damage caused by or resulting from any such failure as aforesaid arising from any cause.

10. 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.

11. All rights and obligations of the parties under any previous agreements relating to the supply of electrical energy for street lighting purposes shall cease and determine as and from the first day of **April** 19**61**, 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 that behalf, the day and date first above written.

SIGNED, SEALED AND DELIVERED)

in the presence of:

A. Loving

MANITOBA HYDRO

Per

W. D. Talli
General Manager

[Signature]
SECRETARY

RURAL MUNICIPALITY OF NORWEL

Bruce MacKenzie
Mayor

[Signature]
Secretary-Treasurer

[Handwritten initials]

[Handwritten mark]

APPROVED

By Order No. *129/61*
THE PUBLIC UTILITIES BOARD

A. B. Crawford per BB
Secretary

P.I. 19-30

THIS AGREEMENT made this

11th

day of

August

1961.

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 street 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 following street lights in the **Village of Silver Plains** namely:

<u>Number of Lights</u>	<u>Size of Lamp</u>	<u>Total Wattage</u>
4	100W	400W

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

- (a) the total number of street lights shall not at any time be less than the totals shown above 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 above, unless the lamps of the sizes specified are replaced by lamps of a larger size.

- (c) no lamp used in any street light 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 street 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. The Public Authority may, at its expense, install and operate such traffic signal lights as the Public Authority shall from time to time deem necessary or desirable, and Manitoba Hydro agrees to supply the Public Authority with electric energy required for the continuous operation thereof. Such traffic signal lights shall be maintained and repaired and the lamps replaced by the Public Authority at its expense.

3. The Public Authority shall pay for the use of said street lights and/or traffic signal lights at the following rates namely:

<u>Size of Lamp</u>	<u>Annual Rate per Lamp</u>
60 Watt Incandescent Traffic Signal Lamps	\$ 13.00
100 Watt Incandescent	21.00
150 " "	28.00
200 " "	36.00
300 " "	45.00
500 " "	65.00
175 " Mercury Vapor	62.50
400 " "	95.00

Rates for larger lamps will be given on request.

4. Manitoba Hydro will allow the Public Authority the following wholesale discounts:

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

5. If and whenever the Public Authority increases the number of street lights or replaces existing lamps with lamps or luminaires 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.

6. 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.

7. 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.

8. Manitoba Hydro shall have the right to interrupt the supply of electric energy

at any time for the purpose of safeguarding life or property and for the purpose of maintaining, repairing, replacing said street 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.

9. Manitoba Hydro shall exercise due diligence and reasonable care and foresight to maintain the street lights in good operating condition and to insure continuity of supply and delivery of electric energy and in restoring the street lights 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 or damage caused by or resulting from any such failure as aforesaid arising from any cause.

10. 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.

11. All rights and obligations of the parties under any previous agreements relating to the supply of electrical energy for street lighting purposes shall cease and determine as and from the first day of **April** 19**61**, 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 that behalf, the day and date first above written.

SIGNED, SEALED AND DELIVERED)

in the presence of:

A. Loving

MANITOBA HYDRO

Per

[Signature]
General Manager

[Signature]
SECRETARY

RURAL MUNICIPALITY OF NORRIS

[Signature]
Reeve

[Signature]
Secretary-Treasurer

[Handwritten notes]

[Handwritten initials]

APPROVED
By Order No. *129/61*
THE PUBLIC UTILITIES BOARD
ab Lawford per BB
Secretary

P.I. 19-30

THIS AGREEMENT made this

11th

day of

August 1961.

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 street 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 following street lights in the **Village of Sperling** namely:

<u>Number of Lights</u>	<u>Size of Lamp</u>	<u>Total Wattage</u>
6	100W	600W
7	150W	1050W
1	200W	200W
6	300W	1800W
4	400W MV	1600W

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

- (a) the total number of street lights shall not at any time be less than the totals shown above 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 above, unless the lamps of the sizes specified are replaced by lamps of a larger size.

- (c) no lamp used in any street light 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 street 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. The Public Authority may, at its expense, install and operate such traffic signal lights as the Public Authority shall from time to time deem necessary or desirable, and Manitoba Hydro agrees to supply the Public Authority with electric energy required for the continuous operation thereof. Such traffic signal lights shall be maintained and repaired and the lamps replaced by the Public Authority at its expense.

3. The Public Authority shall pay for the use of said street lights and/or traffic signal lights at the following rates namely:

<u>Size of Lamp</u>	<u>Annual Rate per Lamp</u>
60 Watt Incandescent Traffic Signal Lamps	\$ 13.00
100 Watt Incandescent	21.00
150 " "	28.00
200 " "	36.00
300 " "	45.00
500 " "	65.00
175 " Mercury Vapor	62.50
400 " "	95.00

Rates for larger lamps will be given on request.

4. Manitoba Hydro will allow the Public Authority the following wholesale discounts:

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

5. If and whenever the Public Authority increases the number of street lights or replaces existing lamps with lamps or luminaires 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.

6. 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.

7. 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.

8. Manitoba Hydro shall have the right to interrupt the supply of electric energy

at any time for the purpose of safeguarding life or property and for the purpose of maintaining, repairing, replacing said street 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.

9. Manitoba Hydro shall exercise due diligence and reasonable care and foresight to maintain the street lights in good operating condition and to insure continuity of supply and delivery of electric energy and in restoring the street lights 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 or damage caused by or resulting from any such failure as aforesaid arising from any cause.

10. 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.

11. All rights and obligations of the parties under any previous agreements relating to the supply of electrical energy for street lighting purposes shall cease and determine as and from the first day of **April** 1961, 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 that behalf, the day and date first above written.

SIGNED, SEALED AND DELIVERED)

in the presence of:

A. Louning

MANITOBA HYDRO

Per

W.D. Talle
General Manager

[Signature]
SECRETARY

RURAL MUNICIPALITY OF NORRIS

Bruce MacKenzie
Asseve

[Signature]
Secretary-Treasurer

[Handwritten initials]

[Handwritten initials]

RECEIVED
By Clerk *129/61*
THE PUBLIC...
A. Sanford per BB