

BYLAW NO. 929

A Bylaw of the 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 therefor, pursuant to 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.

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 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, S.M. 1961, Chapter 28, provides as follows:

- 59. (2) "Wherein any Act of the Legislature there is a reference to 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 of said areas during each of the five years of the term thereof shall not exceed the following amounts, namely:

Aubigny	..... 600. <sup>00</sup> .....	Sewell	..... 200. <sup>00</sup> .....
Kane	..... 550. <sup>00</sup> .....	Silver Plains	..... 200. <sup>00</sup> .....
Lowe Farm	..... 3000. <sup>00</sup> .....	Sperling	..... 2000. <sup>00</sup> .....
McTavish	..... 250. <sup>00</sup> .....	Riverside	..... 600. <sup>00</sup> .....
Rosenort North	..... 1500. <sup>00</sup> .....		

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

THROUGH TAXES

APPROVED

BY THE COUNCIL OF THE MUNICIPALITY OF MORRIS

DATE

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

1. THAT Bylaw Number **907** <sup>is</sup> of the Municipality ~~is~~ hereby rescinded and the agreements referred to in said Bylaw ~~is~~ hereby cancelled.
2. THAT the draft contracts between Manitoba Hydro and the Municipality, attached hereto as Schedule "A" BE AND IT IS HEREBY APPROVED.
3. 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;
4. THAT the net annual expenditure required to be made by the Municipality under the said contract shall not exceed dollars (\$ **8900.<sup>00</sup>** ) and shall be raised in each of the years **1965** to **1969** inclusive.
5. THAT said annual expenditures will be levied as follows:

*THROUGH TAXES*

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 *Maris* in  
 Manitoba, this *12* day of *February* 19 *65*.

.....  
 .....  
 .....  
 .....

*Bruce Martens*  
 \_\_\_\_\_  
 Reeve

*J. C. Gardner*  
 \_\_\_\_\_  
 Secretary-Treasurer

(SEAL)

I, *J. C. Gardner* Secretary-Treasurer of the Municipality  
 of *Maris* HEREBY CERTIFY that the above is a true  
 copy of Bylaw No. *907* of the Municipality.

**APPROVED**  
 By Order No. *39/65*  
**THE PUBLIC UTILITIES BOARD**  
*J. C. Gardner* Secretary  
*J. C. Gardner* Secretary-Treasurer

P.I. 1963 (a)  
Rev. 1/63

THIS AGREEMENT made this

12

day of

February

1965.

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 street lights listed in Appendix A hereto. If mutually agreed, the number and capacity of such 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 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:

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<u>Size of Lamp</u>	<u>Annual Rate per Lamp</u>	<u>Seasonal Rate per Lamp</u>
60 Watt Incandescent Traffic Signal Lamps	\$ 13.00	\$ 6.50
100 Watt Incandescent	21.00	10.50
150 " "	28.00	14.00
200 " "	36.00	18.00
300 " "	45.00	22.50
500 " "	65.00	32.50
175 " Mercury Vapor	62.50	31.25
250 " " "	70.00	35.00
400 " " "	95.00	47.50

Rates for larger lamps will be given on request.

4. Manitoba Hydro will allow the Public Authority the following wholesale discounts on annual rates calculated separately for each location listed in Appendix A.

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 to traffic signal lights and to street lights 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 reasonable care and foresight to ensure continuity of supply and delivery of electric energy to traffic signal lights and to street lights and Manitoba Hydro shall maintain said street lights in good operating condition and shall promptly restore said 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, 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 street light or lights howsoever caused.

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.

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11. All rights and obligations of the parties under any previous agreements relating to the supply of electric energy for traffic signal lights and street lights shall cease and determine as and from the first day of **January** 19 **65** 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 year first above written.

SIGNED, SEALED AND DELIVERED )

in the presence of: )

MANITOBA HYDRO

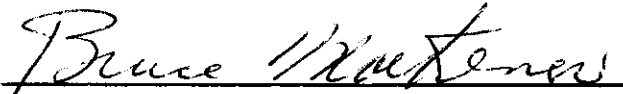
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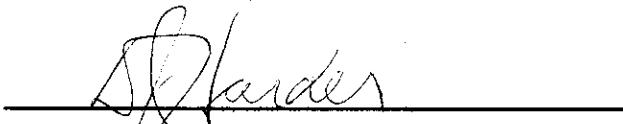
  
General Manager

  
Secretary

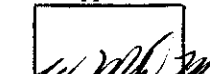

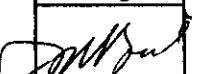
RURAL MUNICIPALITY OF MORRIS

Per

  
Reeve

  
Secretary-Treasurer

Approved

 Municipal Service Manager
 Marketing Manager
 Legal Officer

This is Appendix A  
referred to in the attached agreement  
dated February 12th 1965 between

MANITOBA HYDRO

and

RURAL MUNICIPALITY OF MORRIS

<u>Number and Size of lamp</u>	<u>Location</u>	<u>Net Monthly</u>	<u>Net Annually</u>
1 x 100 watt	Aubigny	\$ 34.24	\$ 410.88
12 x 150 "			
2 x 200 "			
1 x 300 "			
3 x 175 " m.v.	Kane	40.56	486.72
4 x 400 " m.v.			
12 x 100 "	Low Farm	164.66	1,975.92
22 x 175 " m.v.			
9 x 400 " m.v.			
4 x 100 "	McTavish	6.30	75.60
4 x 175 " m.v.	Rosemott North	89.30	1,071.60
11 x 400 " m.v.			
2 x 300 "	Sewall	6.75	81.00
4 x 100 "	Silver Plains	6.30	75.60
5 x 100 "	Sperling	101.11	1,213.32
3 x 150 "			
1 x 200 "			
14 x 175 " m.v.			
4 x 400 " m.v.			
6 x 175 " m.v.	Riverside	27.56	330.72
<b>Total</b>		<u>\$476.78</u>	<u>\$5,721.36</u>