

THE PUBLIC UTILITIES BOARD OF MANITOBA

1146 - 405 BROADWAY AVENUE
WINNIPEG, MANITOBA
R3C 3L6

THE MUNICIPAL ACT) Order No. 160/83
Section 368) July 14, 1983

STREET LIGHTING CONTRACT

Municipality: The Town of
Carman
By-law No.: 83/1493 "A"

The above numbered By-law, authorizing the making of a contract with Manitoba Hydro for the supply of electrical energy for street lighting purposes in the area described therein, and the said contract, copies of which have been filed herein, ARE HEREBY APPROVED.

The said contract authorizes an annual expenditure
not exceeding \$40,000.00
and expires April 30, 1988

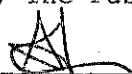
Fees payable upon this Order: \$10.00

THE PUBLIC UTILITIES BOARD

"O. TONN"
Acting Chairman

"G. O. BARRON"
Secretary

Certified a true copy of Order No. 160/83
issued by The Public Utilities Board


Secretary

BYLAW #83/1493

A By-Law of the Town of Carman (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:

Carman

which ~~are~~ ^{is} part of the Municipality:

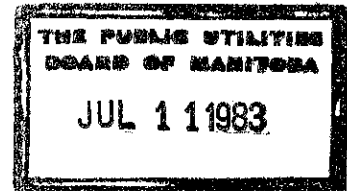
AND WHEREAS Manitoba Hydro has presented to the Council, for its approval, a draft contract for the supply of electrical power for that purpose;

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:

Carman \$40,000.00 Bl.



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

NOW THEREFORE the Mayor 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 Mayor 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

Forty thousand - - - - -

dollars (\$ 40,000.00) and shall be raised in each of the years 19 83 to 19 87 , inclusive.

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

General Levy

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 Carman

in Manitoba, this 7th day of April 19 83.

[Handwritten Signature]

Mayor

[Handwritten Signature]

Secretary-Treasurer

(SEAL)

I, Bruce Lyle Secretary-Treasurer of

HEREBY CERTIFY that the above is a

true copy of By-law No. 83/1493 of the Town of Carman.

APPROVED

By Order No. 160/83

THE PUBLIC UTILITIES BOARD

[Handwritten Signature]

Secretary

[Handwritten Signature]

Secretary-Treasurer



F-1963 (1)
Rev. 80 10

THIS AGREEMENT made this **1st** day of **May**, 19 **83**.

BETWEEN:

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

OF THE FIRST PART,

— and —

TOWN OF CARMAN

(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 to do so 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 the Public Authority requests Manitoba Hydro to install the street lights on ornamental standards with underground wiring, then the Public Authority shall pay Manitoba Hydro prior to installation an amount equal to the additional costs thereby incurred.
2. 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 and/or lumen output is increased;
 - (b) the total wattage of 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 higher lumen output;
 - (c) no lamp which is installed in any luminaire after the date of this agreement shall have a lumen output of less than 5 500;
 - (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, and that Manitoba Hydro shall not be liable to the Public Authority for claims arising from the quality or design of the street lights;
 - (f) the street lights shall be operated daily from dusk to dawn, or approximately 4 000 hours annually.
3. 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.
4. 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 lane lights listed in Appendix C hereto. If mutually agreed, the number and capacity of lane lights may be varied from time to time.
5. Manitoba Hydro will maintain, keep in good order and furnish electric energy for the floodlights listed in Appendix D hereto, so long as such floodlights are used only for the floodlighting of public buildings, structures or monuments located on public grounds which are owned or maintained by the Public Authority. Manitoba Hydro will not install floodlights in locations where they did not exist prior to the date of this agreement, and will not install additional floodlights in existing locations.

6. Subject to Paragraph 11 hereof, the Public Authority shall pay for the use of the street lights, traffic signal lights, lane lights, and floodlights listed in Appendices A, B, C, and D at the established rates from time to time applicable thereto.
7. If and whenever the Public Authority has authorized a change in the number of street lights, traffic signal lights, lane lights or floodlights, or replaces existing lamps with lamps or luminaires of a different lumen output, Manitoba Hydro shall amend the appropriate Appendix accordingly and shall adjust the amount payable by the Public Authority hereunder, and the Public Authority shall thereafter pay Manitoba Hydro the adjusted amount.
8. If the Public Authority requests a reduction in the number or lumen output of street lights, lane lights or floodlights, Manitoba Hydro may make such changes provided that the Public Authority pays Manitoba Hydro an amount equal to the unamortized capital cost of the lights which are removed and the cost of removing or changing them.
9. Bills 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. Overdue bills shall bear interest until paid at such rate as may from time to time be established by Manitoba Hydro as applicable to all its customers.
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 or replacing street lights, traffic signal lights, lane lights and floodlights 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, lane lights and floodlights listed in Appendices A, B, C, and D. Manitoba Hydro shall maintain the street lights listed in Appendix A, the lane lights listed in Appendix C and the floodlights listed in Appendix D 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, in Manitoba Hydro's opinion, there is excessive vandalism of any street light, lane light, or floodlight listed in Appendices A, C, or D; or of any related ornamental standard, wood pole or wiring, Manitoba Hydro may, at its option, either discontinue the supply of electric energy to all or any of the lights listed in Appendices A, C, or D until it is satisfied that adequate steps have been taken to prevent or minimize vandalism, and/or charge the Public Authority the full cost of repairing the damage so caused, and the Public Authority shall pay such charges within 30 days of receipt of an invoice.
14. If at any time during the term of this agreement, Manitoba Hydro shall make an adjustment in its schedule of rates for street lights, traffic signal lights, lane lights or floodlights, or any of them, the adjusted rates shall be applied to all lights covered by this agreement. Prior written notice of such an adjustment, specifying the effective date and rates to be applied, will be given to the Public Authority.
15. If the Public Authority instructs Manitoba Hydro to install a breakaway-base-mounted street light standard, the Public Authority shall indemnify and save harmless Manitoba Hydro, its successors and assigns, from and against all actions, causes of action, suits, claims and demands, which may be made or brought against Manitoba Hydro by any person, arising out of the use or installation of a breakaway-base-mounted street light standard or the fracturing or dislocation of a breakaway-base-mounted street light standard caused by or resulting from a vehicular collision. Manitoba Hydro reserves the right to refuse to install a breakaway-base-mounted street light standard.
16. A wood pole is referred to in Appendices A, C, and D as an "exclusive facility" if it is used solely as a support for a street light, lane light or floodlight and as a "shared facility" if it is also used as a support for a power line and/or communications line. Manitoba Hydro may from time to time during the term of this agreement, convert a wood pole from an exclusive facility to a shared facility, or from a shared facility to an exclusive facility, in which event the rate for the street light, lane light or floodlight on that wood pole will be adjusted accordingly.

17. All rights and obligations of the parties under any previous agreements relating to the supply of electric energy for street lights, traffic signal lights, lane lights and floodlights shall cease and determine as and from the first day of ^{May} 19 ⁸³, and this agreement shall be deemed to have come into force on that date, and shall continue in full force and effect until the first day of ^{May}, 19 ⁸⁸ and thereafter from year to year until terminated by either party giving to the other not less than 6 months prior written notice of its intention to do so.

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.

APPROVED AS TO	CONTENT <i>[Signature]</i> Business Manager
	FORM <i>[Signature]</i> Rates Manager
	LEGALITY <i>[Signature]</i> Solicitor

MANITOBA HYDRO

per

[Signature]
Secretary

TOWN OF CARMAN

(public authority)

per


[Signature]
Mayor

APPROVED
By Order No. 160/83
THE PUBLIC UTILITIES BOARD
[Signature]
Secretary

[Signature]
Secretary-Treasurer

This is Appendix A referred to in the attached agreement dated **May 1st** 19 **83**
BETWEEN: **MANITOBA HYDRO**
and
TOWN OF CARMAN
OF THE FIRST PART,
OF THE SECOND PART.
STREET LIGHTS

Number of Lamps	Size and Type of Lamp	Location	Facility (Shared/Exclusive)	Monthly Charge
103	175W MV	Carman	shared	\$ 643.75
103	175W MV		exclusive	999.10
22	400W MV		shared	222.20
28	400W MV		exclusive	<u>385.00</u>
			Total	\$2 250.05




This is Appendix B referred to in the attached agreement dated **May 1st**
BETWEEN: **MANITOBA HYDRO**
and
TOWN OF CARMAN

19 **83**
OF THE FIRST PART,

OF THE SECOND PART.

TRAFFIC SIGNAL LIGHTS

Number of Units	Size and Type of Signal	Size of Control Box Heating Unit (if applicable)	Location
nil	nil	nil	nil



This is Appendix C referred to in the attached agreement dated **May 1st**
BETWEEN:

MANITOBA HYDRO

and

TOWN OF CARMAN


19 83

OF THE FIRST PART,

OF THE SECOND PART.

SENTINEL LANE LIGHTS

Number of Lights	Size and Type of Light	Location	Facility (Shared/Exclusive)	Monthly Charge
nil	nil	nil	nil	nil



R 0

This is Appendix D referred to in the attached agreement dated **May 1st**
BETWEEN: **MANITOBA HYDRO**

19 **83**


and

OF THE FIRST PART,

TOWN OF CARMAN

OF THE SECOND PART.

FLOODLIGHTS

Number of Lamps	Size and Type of Lamp	Location	Facility (Shared/Exclusive)	Monthly Charge
2	150W Inc	Carman	exclusive	<u>\$14.30</u> 

Manitowishville

Rate Schedule Effective February 1, 1979

STREET LIGHTING

TOWNS & RURAL

Street & Roadway - Regular (discontinued not available for new installations)

RATE PER MONTH

Shared Pole Luminaire Exclusive Pole Luminaire

60/200 W inc.	\$ 3.25	\$ 6.80
300 W inc.	6.25	9.70
500 W inc.	9.60	—
100 W HPS	7.30	11.45
150 W HPS	7.55	11.80
175 W MV	8.25	9.70
250 W MV	7.30	11.20
250 W HPS	9.80	13.45
400 W MV	10.10	13.75
400 W HPS	10.80	17.50
400 W HPS — 4/100'		19.80
700 W MV		18.10
1000 W MV		22.25
700 W MV — 1/60'		25.25
700 W MV — 4/100'		25.95
1000 W HPS		29.95
1000 W HPS — 1/60'		30.90
1000 W HPS — 4/100'		31.60

Sentinel Rentals

175 W MV Flat Rate	6.65	N/A
175 W MV Metered	4.50	N/A
400 W MV Flat Rate	11.60	N/A
400 W MV Metered	6.15	N/A

Festoon Lighting - (not available for new installations) 60¢/kW/nightDecorative Lighting - 60¢/kW/night

Manitoba Hydro

Rate Schedule Effective February 1, 1979

STREET LIGHTING

TOWNS & RURAL

Floodlighting — (not available for new installations)RATE PER MONTHShared Pole/Luminaire Exclusive Pole/Luminaire

100/150 W inc.	3.45	7.15
300 W inc.	6.60	9.90
500 W inc.	9.30	14.05
250 W MV	7.80	11.85
400 W MV	10.50	14.15
200 W SV	11.60	15.25
500 W Q	13.10	16.60

Street & Roadway — Seasonal (Incandescent not available for new installations)

60/200 W inc.	5.90	13.45
300 W inc.	10.05	16.00
500 W inc.	13.25	—
175 W MV	11.25	18.80
250 W MV	12.30	20.25
400 W MV	16.30	23.60
700 W MV	—	31.30
1000 W MV	—	37.35

78 11 10
Rates Department