

**CHAPTER 81.**

An Act respecting an Agreement between the City
of Victoria and the British Columbia Electric
Railway Company.

[10th March, 1910.]

WHEREAS prior to the ninth day of August, in the year of our Preamble.
Lord 1909, the British Columbia Electric Railway Company
and the Corporation of the City of Victoria settled the terms of an
agreement, a copy of which forms the Schedule to this Act:

And whereas on the ninth day of August, 1909, the Municipal
Council of the Corporation of the City of Victoria passed a by-law
accepting and ratifying the terms of the said agreement:

And whereas afterwards, on the twenty-sixth day of August, 1909,
the said by-law was submitted to the electors of the City of Victoria
and was assented to by a majority of three-fifths of the ratepayers
of the said city qualified to vote on money by-laws:

And whereas after the said election (that is to say, on the seventh
day of September, 1909) the said by-law was reconsidered, adopted,
and finally passed by the Municipal Council of the Corporation of
the City of Victoria:

And whereas on the ninth day of September, 1909, the said agree-
ment was duly executed by the parties thereto:

And whereas it is expedient to validate the said agreement and to
declare that the terms thereof are binding upon the said British
Columbia Electric Railway Company and the Corporation of the
City of Victoria:

Now, therefore, His Majesty, by and with the advice and consent
of the Legislative Assembly of the Province of British Columbia,
enacts as follows:—

Confirms agreement. 1. The agreement, a copy of which forms the Schedule to this Act, is hereby ratified and confirmed and declared to be legally binding upon the British Columbia Electric Railway Company and the Corporation of the City of Victoria.

Council not to pass by-law to purchase, etc., works similar to B. C. Electric Railway until price fixed and submitted to Company. 2. Notwithstanding anything to the contrary contained in the "Municipal Clauses Act," or in any other Statute, the Municipal Council of the Corporation of the City of Victoria shall not, prior to the fifth day of December, 1938, whether acting under the authority of chapter 32 of the Statutes of 1906, known as the "Municipal Clauses Act," or under any other power contained in the said or any other Act, pass any by-law which shall have for its object the raising of money for, or the purchasing, acquiring, constructing, operating, or maintaining of, any works similar to those now carried on by the British Columbia Electric Railway Company, Limited, in Victoria, or by virtue of which the Corporation of the City of Victoria will become a competitor in the said business now carried on of the British Columbia Electric Railway Company, Limited, in Victoria, until the Council has, by by-law, fixed the price which they will offer for the property of the said Company in and about Victoria, nor until thirty (30) days have elapsed after notice of such price shall have been communicated to the said Company:

Other companies. Provided that nothing contained herein shall be deemed to in any wise restrict the right of the said Corporation of the City of Victoria to authorise any person, firm, or company to enter into competition with the British Columbia Electric Railway Company, Limited, within the limits of the said Corporation, or from passing any by-laws necessary for the purpose of conferring franchises, charters, or other enabling powers necessary in that behalf, upon such conditions and with such restrictions as the said Corporation of the City of Victoria may deem advisable, but in so doing no bonus, exemption, or immunity from taxes or any class of aid shall be conferred:

City works. Provided, also, that nothing herein contained shall be deemed to affect the right of the Corporation of the City of Victoria to carry on or operate any system of light or power it may deem necessary for its corporate purposes, but not for the purpose of sale to other persons, firms, or corporations.

Company may submit price to arbitration. 3. Upon such by-law being passed and notice thereof given to the said Company, they may either accept or refuse the same, or give notice to the Council that they will require the purchase price of their property to be submitted to arbitration.

Appointment of arbitrators. 4. In case the notice referred to in the preceding subsection be given by the said Company, the price to be paid for such property shall be referred to the award of three arbitrators, one to be appointed by the said Company, one by the Council of the said

municipality, and the third to be either agreed upon between the arbitrators appointed by the parties or to be named by a Judge of the Supreme Court of British Columbia, and thereupon the arbitrators shall proceed and the provisions of the "Arbitration Act" shall apply to such arbitration in all matters not herein specifically provided for.

5. In the event of the said Company accepting the price fixed by the said by-law, or in the event of an award being made under the arbitration hereinbefore referred to, such price shall be paid or secured before any further proceedings are taken by the Council under the powers contained in the next preceding section and subsections of this Act. When price to be paid.

6. If said Company refuse the price offered by the city, or if, at the expiration of thirty (30) days from the time that notification of the price offered has been delivered, they fail to accept such price, or within the period aforesaid fail to give the notice requiring an arbitration as aforesaid, then the Council may proceed forthwith to exercise the powers conferred upon them by section 50 of the said "Municipal Clauses Act," or any amendments or additions thereto. Conditions on which Corporation may proceed.

THE SCHEDULE.

This AGREEMENT, made the ninth day of September, in the year of our Lord 1909,

Between,

THE BRITISH COLUMBIA ELECTRIC RAILWAY COMPANY, LIMITED (herein after called "the Company"), of the one part;

and

THE CORPORATION OF THE CITY OF VICTORIA (hereinafter called "the Corporation"), of the other part.

Whereas the Company are carrying on the business of electric railway, lighting, and power within the City of Victoria and suburbs under the provisions of certain franchises more particularly referred to in the Act of the Legislative Assembly of the Province of British Columbia, known as the "Victoria Electric Railway and Lighting Company, Limited, Act, 1894":

And whereas the Company are carrying on similar undertakings in the City of Vancouver:

And whereas in the year 1900 the said Legislative Assembly of the Province of British Columbia amended the Vancouver Incorporation Act so as to provide that the said Corporation of the City of Vancouver should not enter into any municipal undertaking that would come into competition with the business operations of the Company in the City of Vancouver, without first offering to expropriate the undertaking of the Company on certain conditions in the said Act more fully set out:

And whereas the Company has applied to the Corporation for their consent to a similar provision being inserted in the "Municipal Clauses Act," which governs the municipal affairs of the Corporation, at the next session of the said Legislative Assembly of the Province of British Columbia:

And whereas, as a consideration to the Corporation for their consent to the insertion of the said changes in the said "Municipal Clauses Act," the Company have proposed to be bound by certain conditions and to undertake and perform the works hereinafter mentioned:

Now, this Agreement witnesseth that the parties hereto mutually covenant and agree with each other as follows:—

1. At the earliest opportunity, and in any event within three (3) years from the final passing of this by-law, the Company shall erect and maintain a power plant, estimated to cost not less than one million five hundred thousand dollars (\$1,500,000), as near as possible to Victoria and tributary to that city, which said plant shall have a capacity of not less than ten thousand (10,000) horse-power, such increased power to be used in extensions to the electric railway, lighting, and power undertakings of the Company in and around the City of Victoria.

2. From and after the time when the new plant is in operation the rates to be charged for electric light and power for the City of Victoria shall not exceed the schedule rates now charged by the Company for electric light and power in the City of Vancouver; and the rates to be charged for electric light and power in the districts surrounding the City of Victoria shall not exceed the schedule rates now charged by the Company for electric light and power in the districts surrounding the City of Vancouver, both of which schedule rates are hereunto annexed and marked "A" and "B" respectively, and are hereby incorporated herewith and made a part of this Agreement and identified by the signatures of the parties hereto.

3. From and after the time when the new power plant is in operation the Company shall, if requested by the Corporation, supply to the Corporation at the city lighting station an amount of electricity to be used for lighting purposes of, but not for sale by, the Corporation equal to the amount now generated by the present plant and appliances of the Corporation, at a price which shall not exceed one-half of the present cost to the Corporation of said generation; and if the Corporation shall in future require a greater amount of electricity for said Corporation lighting purposes, then same shall be supplied by the Company at the same rate as above provided.

4. The Company shall, within the three (3) years from the final passing of this by-law, expend on extensions of their present undertakings within the City of Victoria and surrounding districts a sum of not less than two hundred and fifty thousand dollars (\$250,000), exclusive of the expenditure provided for in clause 1 (one) of this Agreement.

5. If at any time in the future the Corporation shall acquire an additional water-supply from Sooke Lake or its watershed and have surplus water for power purposes to dispose of, the Company, if required by the Corporation, shall purchase such surplus water delivered through the pipes of the Corporation under a suitable head, at a rate to be agreed upon between the Company and the Corporation; and in the event of the Corporation and the Company failing to agree upon such rate, the same to be settled by three arbitrators, one to be appointed by each party and the two arbitrators to appoint a third, the whole to be subject to the provisions of the "Arbitration Act": Provided that the Company shall not be required to purchase such surplus water unless delivered continuously and uninterruptedly in units of not less than one thousand (1,000) horse-power per day of twenty-four hours during the life of this Agreement.

6. The Corporation hereby consent to and shall take all steps necessary on their part to procure, at the expense of the Company, at the next session of the Legislative Assembly of the Province of British Columbia, an amend-

ment to be made to chapter 32 of the Statutes of 1906, known as the "Municipal Clauses Act," in the words and figures following, that is to say:—

The said chapter 32 is hereby amended by inserting after section 50 the following sections, namely:—

"50A. Provided that the Municipal Council of the Corporation of the City of Victoria shall not, whether acting under the authority of this section or any other power contained in this or any other Act, pass any by-law which shall have for its object the raising of money for, or the purchasing, acquiring, constructing, operating, or maintaining of, any works similar to those now carried on by the British Columbia Electric Railway Company, Limited, in Victoria, or by virtue of which the Corporation of the City of Victoria will become a competitor in the said business now carried on of the British Columbia Electric Railway Company, Limited, in Victoria, until the Council has, by by-law, fixed the price which they will offer for the property of the said Company in and about Victoria, nor until thirty (30) days have elapsed after notice of such price shall have been communicated to the said Company:

"Provided that nothing contained herein shall be deemed to in any wise restrict the right of the said Corporation of the City of Victoria to authorise any person, firm, or company to enter into competition with the British Columbia Electric Railway Company, Limited, within the limits of the said Corporation, or from passing any by-laws necessary for the purpose of conferring franchises, charters, or other enabling powers necessary in that behalf, upon such conditions and with such restrictions as the said Corporation of the City of Victoria may deem advisable, but in so doing no bonus, exemption, or immunity from taxes or any class of aid shall be conferred.

"50B. Upon such by-law being passed and notice thereof given to the said Company, they may either accept or refuse the same, or give notice to the Council that they will require the purchase price of their said property to be submitted to arbitration.

"50C. In case the notice referred to in the preceding subsection be given by the said Company, the price to be paid for such property shall be referred to the award of three arbitrators, one to be appointed by the said Company, one by the Council of the said municipality, and the third to be either agreed upon between the arbitrators appointed by the parties or to be named by a Judge of the Supreme Court of British Columbia, and thereupon the arbitrators shall proceed and the provisions of the 'Arbitration Act' shall apply to such arbitration in all matters not herein specifically provided for.

"50D. In the event of the said Company accepting the price fixed by the said by-law, or in the event of an award being made under the arbitration hereinbefore referred to, such price shall be paid or secured before any further proceedings are taken by the Council under the powers contained in the next preceding section and subsections of this Act.

"50E. If said Company refuse the price offered by the City, or if, at the expiration of thirty (30) days from the time that notification of the price offered has been delivered, they fail to accept such price, or within the period aforesaid fail to give the notice requiring an arbitration as aforesaid, then the Council may proceed forthwith to exercise the powers conferred upon them by section 50 hereof."

7. The provisions of this Agreement shall enure to and be binding upon the parties hereto and their successors and assigns respectively.

8. The Corporation shall forthwith after the execution of this Agreement prepare a by-law confirming it and submit the same to the vote of the rate-payers, and this Agreement shall become binding upon the parties hereto

when and only when the said by-law shall have received the assent of not less than three-fifths in number of the electors who shall vote upon such by-law, and who are qualified to vote on money-by-laws, and the said amendment to the "Municipal Clauses Act" has been enacted by the Legislature.

9. This Agreement shall in no way be construed to extend any privilege to the Company or vary any existing contract between the parties save as expressly herein stated, or affect any of the existing powers and franchises of the Company; and the benefits hereby conferred and the obligations hereby imposed on the Company shall terminate on the 5th (fifth) of December, 1938.

10. Nothing herein contained shall be deemed to affect the right of the Corporation of the City of Victoria to carry on or operate any system of light or power it may deem necessary for its corporate purposes, but not for purposes of sale to other persons, firms, or corporations.

In witness whereof the Company has caused there presents to be executed in pursuance of authority duly conferred by power of attorney in that behalf, and the Corporation have caused this Agreement to be executed by the Mayor, and have attached their corporate seals hereto.

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| Sealed by the British Columbia Electric Railway Company, Limited, by its attorney, duly authorised in the presence of— A. T. GOWARD. | } | British Columbia Electric Railway Company, Limited, by its Attorney, R. H. SPERLING. [SEAL.] |
| The Corporate Seal of the Corporation of the City of Victoria was hereunto affixed in the presence of— W. J. DOWLER, C. M. C. | } | LEWIS HALL. [Corporate Seal of the City of Victoria.] |

THE SCHEDULES REFERRED TO.

A.

Schedule A.

Schedule rates charged by the British Columbia Electric Railway Company, Limited, for electric light and power in the City of Vancouver, based on consumption in kilowatt hours per month as measured by integrating watt-meter:—

ELECTRIC LIGHT.

On the first 50 kilowatt hours 11 cents per kilowatt hour.
 On the next 50 kilowatt hours 10 cents per kilowatt hour.
 On the next 300 kilowatt hours 9 cents per kilowatt hour.
 On the next 300 kilowatt hours 8 cents per kilowatt hour.
 On the next 300 kilowatt hours 7 cents per kilowatt hour.
 On the next 500 kilowatt hours 6 cents per kilowatt hour.
 On the next 500 kilowatt hours 5 cents per kilowatt hour.
 On excess over 2,000 kilowatt hours 4 cents per kilowatt hour.

ELECTRIC POWER.

On the first 100 kilowatt hours 7 cents per kilowatt hour.
 On the next 50 kilowatt hours 6 cents per kilowatt hour.
 On the next 50 kilowatt hours 5 cents per kilowatt hour.
 On the next 50 kilowatt hours 4 cents per kilowatt hour.
 On the next 50 kilowatt hours 3 cents per kilowatt hour.
 On excess over 300 kilowatt hours 2 cents per kilowatt hour.

BRITISH COLUMBIA ELECTRIC RAILWAY COMPANY, LIMITED,
By its Attorney,
 R. H. SPERLING.

B.

Schedule B.

Schedule rates charged by the British Columbia Electric Railway Company, Limited, for electric light and power in districts surrounding City of Vancouver, based on consumption of kilowatt hours per month as measured by integrating watt-meter:—

ELECTRIC LIGHT.

On the first 50 kilowatt hours 15 cents per kilowatt hour.
On the next 50 kilowatt hours 14 cents per kilowatt hour.
On the next 300 kilowatt hours 13 cents per kilowatt hour.
On the next 300 kilowatt hours 12 cents per kilowatt hour.
On the next 300 kilowatt hours 11 cents per kilowatt hour.
On the next 500 kilowatt hours 10 cents per kilowatt hour.
On the next 500 kilowatt hours 9 cents per kilowatt hour.
On excess over 2,000 kilowatt hours 8 cents per kilowatt hour.

ELECTRIC POWER.

On the first 100 kilowatt hours 7 cents per kilowatt hour.
On the next 50 kilowatt hours 6 cents per kilowatt hour.
On the next 50 kilowatt hours 5 cents per kilowatt hour.
On the next 50 kilowatt hours 4 cents per kilowatt hour.
On the next 50 kilowatt hours 3 cents per kilowatt hour.
On excess over 300 kilowatt hours 2 cents per kilowatt hour.

BRITISH COLUMBIA ELECTRIC RAILWAY COMPANY, LIMITED,

By its Attorney,

R. H. SPERLING.

VICTORIA, B. C.:

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1910.