

BY-LAW NUMBER 32 (1970)

OF THE CORPORATION OF THE

TOWN OF PELHAM

BEING a By-law to authorize the Corporation to enter into a contract with The Hydro-Electric Power Commission of Ontario for the lighting of streets in the Town.

The Council of the Corporation of the Town of Pelham enacts as follows:-

1. That the Corporation do enter into a contract with the Hydro-Electric Power Commission of Ontario for the lighting of streets in the Town, a copy of which contract is attached to and forms part of this by-law.
2. That the Mayor and the Clerk of the Town are authorized to execute the said contract on behalf of the Corporation and to affix the seal of the Corporation thereto.
3. That the entire cost incurred by the Corporation under the said contract shall be paid by the Corporation at large.
4. That by-law # 1764, be and the same, are hereby repealed.

Dated and finally passed this 13th day of April A.D., 1970.


CLERK


MAYOR

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This Agreement made in duplicate this 8th day of DECEMBER A.D. 1971

BETWEEN:

THE HYDRO-ELECTRIC POWER COMMISSION OF ONTARIO, hereinafter called "the Commission"
OF THE FIRST PART,

— and —

THE CORPORATION OF THE TOWNSHIP OF PELHAM

hereinafter called "the Corporation"

OF THE SECOND PART,

WHEREAS the Corporation has passed By-law No. 32 for entering into a contract with the Commission for the lighting of streets in the Township and the Commission acting under The Power Commission Act, R.S.O. 1960, Chapter 300, and amendments thereto (hereinafter called "the said Act") is willing to enter into a contract with the Corporation for such purposes upon the terms and conditions hereinafter appearing;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for the considerations herein contained the parties hereto covenant and agree as follows:

1. For the purposes of this Agreement, the lighting of any street in the Township and the number of lights on the street may be mutually agreed upon between the Commission and the Corporation from time to time.
2. The Corporation shall, at its own expense, provide all works necessary for the lighting of any street referred to in clause 1, which works are hereinafter called "street lighting works".
3. Upon request of the Corporation, the Commission may, on behalf of the Corporation, acquire and install any street lighting works, and all cost incurred by the Commission under this clause shall be payable by the Corporation to the Commission as provided in clause 7.
4. **THE COMMISSION AGREES:**
 - (a) To supply all electrical power required for the lighting of streets in the Township under this Agreement;
 - (b) On behalf of the Corporation, to maintain, operate, repair, replace, renew and administer all street lighting works, which services shall include the replacement of lamps, unless otherwise agreed upon between the parties from time to time.
5. **THE CORPORATION AGREES:**
 - (a) To pay to the Commission all cost, as determined by the Commission, of supplying electrical power and of the services rendered to the Corporation under clauses 4.(a) and 4.(b), respectively, and without limiting the generality of the foregoing the provisions of Part II of the said Act with respect to the annual payments to be made by any municipality that has entered into a contract with the Commission shall apply to this Agreement, except in respect of the capital cost of the street lighting works;
 - (b) To permit the Commission to occupy and use any streets that are within the Township and under the jurisdiction of the Corporation, to such extent as the Commission deems necessary for the performance of its obligations under this Agreement.
6. The Commission shall, at least annually, determine the amounts payable by the Corporation to the Commission under clause 5.(a).
7. All amounts payable by the Corporation to the Commission under this Agreement shall be paid in accordance with bills rendered by the Commission from time to time. Every bill shall be paid within the period of thirty (30) days next-following the date of the bill, and in default thereof that payment shall be deemed to be in arrears. All payments in arrears shall bear interest at the rate of five per cent (5%) per annum. If any bill remains unpaid for more than thirty (30) days after the date thereof, or if the Corporation fails to perform any other obligation under this Agreement, the Commission may, without notice and without incurring any liability to the Corporation by so doing, discontinue the supply of electrical power under this Agreement, and shall not be bound to resume such supply until the Corporation shall have paid the said bill, or performed the said obligation, as the case may be. No such discontinuance by the Commission shall relieve the Corporation from the performance of any obligation under this Agreement.
8. Where the Corporation desires street lighting on any street within the Township but not under the jurisdiction of the Corporation, and where a permit is required by law for the installation, maintenance and operation of street lighting works on that street, the Corporation shall, at its own expense, obtain the permit, and this Agreement shall not apply to the street until the permit shall have been issued.
9. If at any time the Commission is prevented from performing any obligation under this Agreement by reason of strike, lockout, riot, fire, hurricane, flood, invasion, explosion, act of God, the Queen's enemies, legal acts of the public authorities or any other cause beyond the Commission's control, then the Commission shall not be required to perform such obligation during such time, but the Corporation shall not be relieved from the performance of any obligation under this Agreement. The Commission will exercise its best endeavours to overcome the cause of prevention as expeditiously as possible.
10. The Commission shall have the right at any time to discontinue the supply of electrical power hereunder to such extent as the Commission may deem necessary for the purpose of safeguarding life or property, or for the purpose of construction, maintenance, operation, replacement or extension of any street lighting works or any works of the Commission for the supply of such power. The Commission will endeavour to limit the duration of such interruptions of power supply so far as it is feasible to do so, and to give the Corporation reasonable notice in advance thereof, but in no event shall the Commission incur any liability to the Corporation in consequence of the interruptions or failure to give notice thereof. No such discontinuance by the Commission shall relieve the Corporation from any obligation under this Agreement.
11. All street lighting works provided by the Corporation or installed by the Commission under this Agreement shall be the property of the Corporation, but the Commission shall have a lien thereon for any monies expended by the Commission hereunder and not repaid to it.
12. The Corporation shall indemnify the Commission and save it harmless from all claims or demands for loss, damage or injury to property or persons (including loss of life, but excepting the officers, servants and agents of the Commission) caused by or resulting from any street lighting works under this Agreement, or the installation, maintenance or operation thereof, except to the extent that such loss, damage or injury is caused or contributed to by the negligence of the Commission or any of its officers, servants or agents.
13. This Agreement shall be in force during the period of five (5) years commencing on the date thereof, and it shall continue in force thereafter from year to year, but it may be terminated at any time after the said period of five (5) years by at least six (6) months' prior notice in writing from either the Commission or the Corporation to the other.
14. This Agreement shall extend to, be binding upon and enure to the benefit of the successors and assigns of the Commission and the Corporation, respectively.

IN WITNESS WHEREOF the Corporation has caused this Agreement to be executed by the affixing of its Corporate Seal attested by the signatures of its proper officers duly authorized in that behalf and the Commission has caused this Agreement to be executed by the hand and seal of its Area Manager duly authorized in that behalf.

THE CORPORATION OF THE TOWNSHIP OF

PELHAM

THE HYDRO-ELECTRIC POWER COMMISSION
OF ONTARIO

Area Manager

Mayor

Clerk

(CORPORATE SEAL OF MUNICIPALITY)