

By-Law No. 114

A By-law to enable the Western Canada Power Company Limited to place towers and poles on roads and highways and supply and distribute electric light and power in the Municipality of Burnaby

WHEREAS the Western Canada Power Company Limited has applied to the Municipality of Burnaby for permission to construct certain works and operate its undertaking in the said Municipality.

AND WHEREAS it is desirable that such permission be granted on the terms and conditions hereinafter mentioned THE Municipal Council of the Corporation of the District of Burnaby enacts as follows:

1. The Council shall with all reasonable dispatch take the necessary proceedings to expropriate a strip of land 33 feet in width on the North side of the Johnston Road for its entire length for the purpose of widening the said road to a width of 99 feet in accordance with the blue print deposited at the Municipal Hall with such variations as may be found necessary, and also to expropriate a strip of land 99 feet wide as a continuation of said Johnston Road from a point where it turns South to join the Hastings Road in District Lot 125 in a straight Westerly line through said District Lot 125 to a junction with said Hastings Road at or near the Easterly boundary of said District Lot 124, and also to expropriate a strip of land 33 feet wide along such portion of the said Hastings Road as will be required for use of the towers of the said Western Canada Power Company Limited, the said Western Canada Power Company Limited to reimburse

of any necessary by-law or by-laws, the amount of compensation to be paid to the owners of the said land and all costs and other expenses, including the charges of the Municipality's solicitors, and also such costs, charges, and expenses as may be incurred in straightening said Johnston Road, and one-third of the entire cost of the said 99 foot extension.

2. The said Western Canada Power Company Limited shall if and when this by-law is passed immediately proceed to clear and grade the said 33 foot strip mentioned in the preceding paragraph hereof at its own expense in accordance with specifications to be prepared by the Municipal Engineer and to the complete satisfaction of the Council.

3. The said Western Canada Power Company Limited shall pay to the Municipality the sum of twelve hundred dollars (\$1200) annually for the term of five years commencing in the year 1911 for the up-keep and repair of the said Johnston Road as so widened, such payment to be made on the 31st day of July in each of the said years and shall also pay to the Municipality commencing in the year 1915 the sum of One Thousand (\$1000) Dollars annually during the lifetime of this by-law as a consideration for the privileges granted under this by-law, such payment to be made on the 31st day of July in each and every year.

4. The Municipality shall retain possession and control of the said Johnston Road subject to the rights hereinafter conferred upon the said Western Canada Power Company Limited.

5. The said Western Canada Power Company Limited may construct, erect and maintain, and there is hereby granted to the said Company under and subject to the terms and conditions hereinafter set forth permission to construct, erect and

as aforesaid, the said towers to be so placed that the centre of the towers shall be the centre of the said 33 foot strip.

6. In the event of the Municipality not being able to obtain possession of the said 33 foot strip before the Company shall require to use the same the Municipality shall permit the Company to use the Northerly portion of the said Johnston Road as at present located for the erection of its steel towers and for the maintenance of its transmission lines provided that the location of the said towers and transmission lines shall be first approved by the Council and provided also that the Company shall at any time upon receiving twelve months notice in writing from the Council remove its said towers and transmission lines on the said 33 foot strip after the same has been acquired by the Municipality.

7. The Company may construct, erect and maintain, and there is hereby granted to the Company, under and subject to the terms and conditions hereinafter set forth, permission to construct, erect and maintain wooden poles and string and operate a line or lines of wire along the South side of the said Johnston Road for its entire length, and also the right to use one side of any such roads, highways or lanes in the Municipality as may hereafter be agreed upon by the Council from time to time for the purpose of supplying and distributing electric light and power to the inhabitants and industries of the Municipality of Burnaby. Provided however that the design, height and location of the said poles and wires shall first be approved by the Municipal Council of the said Municipality and before any such poles are erected on any road or highway complete plans and specifications of the location of such poles and wires shall be submitted for the

placed in the said lanes.

8. The Municipality will forthwith in pursuance of the Roads By-law begin the construction and repair, including the construction of the bridges, of the Johnston Road from the North Road Westerly to where it turns South to join the Hastings Road in District Lot 125.

9. In all cases where the Company shall be permitted to erect steel towers on any road or highway in the Municipality a strip of land shall be expropriated sufficient to give such road or highway a width of 99 feet and the Company shall reimburse the Municipality for the acquisition of such additional strip in like manner and to the same extent as provided in paragraph 1 hereof for the widening of the Johnston Road.

10. The Company may also construct, erect and maintain, and there is hereby granted to the Company, under and subject to the terms and conditions hereinafter set forth, permission to construct, erect and maintain its steel towers, poles and transmission lines on the Hastings Road as a continuation of the Johnston Road to the Junction of Fifth Avenue with Hastings Road in the Subdivision of District Lot 124, thence along Fifth Avenue Westerly to Beta Avenue in the said subdivision, thence South to the receiving station of the Company. Provided that the location, design and height of the said towers, poles and transmission lines shall be first approved by the Council, and that before any such work is undertaken the Company will submit plans and specifications of the location, design and height of the said poles, wires and transmission lines for the approval of the Council.

Provided notwithstanding anything contained in Section Nine of this By-Law that it shall not be necessary at the present time to widen the roads mentioned in this paragraph to a width of

roads the said wires shall be cradled by the Company at its own expense. And provided also that when the Council shall desire to widen the said roads to 99 feet the Company shall pay one-half of the cost of the acquisition and clearing and grading of such additional roadway. The Company shall upon receiving six months notice in writing from the Council remove its towers on to such additional strip to be acquired as aforesaid.

11. The provisions as to the cradling of wires as mentioned in the last preceding paragraph hereof shall also apply to all wires/^{now} or hereafter strung by the Company on any road or highway in the Municipality.

12. All high potential wires carrying a voltage of 40000 volts or over now or hereafter strung by the Company in the Municipality of Burnaby in pursuance to this By-law shall at the lowest point be not less than forty feet above the ground and at all road intersections shall not be less than forty-five feet above the ground. And all such wires carrying a voltage of 12000 volts or more shall at the lowest point be not less than 30 feet above the ground and at all road intersections shall be not less than 35 feet above the ground.

13. If any steel towers or poles be found owing to the construction of any new road to be an obstruction, the Company shall alter the position thereof, in such manner and within such time as the Council may direct.

14. The Company shall take due care and proper precaution for the safety of foot and other passengers, and of horses, carriages and vehicles, lawfully passing along the highways of the Municipality occupied by the Company, and shall not unnecessarily interfere with or impede the public use of the said highways, and the Company shall leave the roads and highways of the

is completed, in as good repair as they were before said work was begun, to the satisfaction of the Council.

15. The Company shall at its own expense construct the said 99 foot extension of the Johnston Road and a road 66 feet wide known as Beta Avenue from the Hastings Road to the Subdivision of District Lot 184 South to the Northerly boundary of the Vancouver, Westminster and Yukon Railway, and the Company shall also at its own expense construct a road 66 feet wide required for its towers, poles and transmission lines along Fifth Avenue from its junction with the Hastings Road Westerly to Beta Avenue.

16. The Company shall and will from time to time, and at all times, indemnify and save harmless the Municipality from all damages, loss, costs and expenses caused by the said towers, poles or wires being on the said roads or highways, or by any work, alteration, repairs or improvements in connection with the work herein contemplated, or in any way incidental to the carrying of its wires along the said roads or highways, or the operation of its said undertakings.

17. The Company shall if required to do so by the Municipality at any time after eighteen (18) years from the date hereof remove any and all of its said towers, poles or transmission wires from off the said roads and highways of the Municipality upon receiving twenty-four months notice in writing from the Municipality to that effect provided that subject to the approval of the Municipality the Company may place its transmission wires under ground under the said roads and highways.

18. The Company shall not make any greater charge for the supply of electric light, heat or power to the Municipality or the inhabitants thereof than the lowest charge paid for the same by any Municipality, other than a city, to the

thereof in the carrying on of its undertakings. Provided that the maximum rate for the supply of electric light shall be as follows: up to 50 kilowatt hours twelve cents per kilowatt hour; over 50 kilowatt hours One Dollar per connected kilowatt per month plus an energy charge of eight cents per kilowatt hour subject to a discount of ten per centum or such greater discount as may be in force, and with such reductions of rates as may be in force to residents of any Municipality other than a City; and the Company will, free of charge, to the customer, make the necessary connections between the installation of such customer and the Company's lines where the distance of such installation from the Company's lines is not greater than 660 feet. Provided that when twelve or more resident consumers petition for light in portions of the Municipality, not served by the Company's distribution lines, the Company shall supply such lighting service upon the consumer entering into a contract with the Company to pay the cost of supplying standard poles and erecting the same within a radius of two miles from the Company's transmission lines, but only on condition that public roads or lanes are available for such transmission lines. This provision shall not preclude the Company from making any agreement with any customer for the supply of light to such customer where the installation may be located more than two miles from any main distributing lines of the Company.

19. The Municipality may upon giving not less than one month's notice of its desire to do so have the right without payment to use any wooden poles, standards, cross-arms, brackets and attachments erected on the roads and highways of the Municipality for the support of any electric wires or lamps belonging to the Municipality or to give permission to any

Provided that the said notice shall be accompanied by plans to the reasonable satisfaction of the Company showing the position in which such wires or lamps are to be supported and that in placing, maintaining or altering such wires or lamps no damage shall be caused to such poles, standards, cross-arms, brackets or attachments, and no obstruction shall be caused to the working by the Company of its undertaking, and also provided that the Company notwithstanding any provision herein contained shall not be liable for any damage which the Municipality or its servants or contractors or any other Company or person may sustain in connection with the use by the Municipality of wooden poles lines or supports belonging to the Company.

20. The Company shall upon being required to do so by the Council wherever practicable transfer its distribution and service lines from roads and highways to lanes of the Municipality upon receiving twelve months notice in writing to that effect from the Council.

21. The Company shall upon the request of the Council enter into a contract to light the streets of Burnaby under terms and conditions to be agreed upon hereafter, provided that the price to be charged for said light shall be no higher than that now charged by the British Columbia Electric Railway Company to the Municipality of South Vancouver, and provided that if the Municipality of South Vancouver shall at any time within the period of this By-Law enter into a contract for the lighting of the streets of South Vancouver with the British Columbia Electric Railway Company at a lower price than they are now paying, the Western Canada Power Company shall thereupon reduce the price charged to the Municipality of Burnaby to accord thereto.

22. The Company shall immediately after the final passage of this By-law enter into an agreement with the Municipality to

23. Nothing in this By-Law contained shall be deemed or construed to confer upon the Company any exclusive right or privilege.

24. If the said Western Canada Power Company Limited shall amalgamate or enter into a combination with or become under the control of the British Columbia Electric Railway Company Limited or the Vancouver Power Company Limited or any assignee or successor or such Companies or either of them the privileges granted to this Company by this agreement shall thereupon ipso facto absolutely cease and determine but nothing herein contained shall prevent the Company from supplying power to the said British Columbia Electric Railway Company Limited or the said Vancouver Power Company Limited.

25. This By-Law shall before the final passage thereof be submitted to the electors of the Municipality who are entitled to vote upon a by-law to contract a debt, and shall receive the assent of not less than three-fifths in number of the electors who shall vote upon the same.

26. This By-Law may be cited as the "Western Canada Power Company Limited Light and Power By-Law (Burnaby) 1911."

DONE AND PASSED in Open Council the 26th day of June
A.L. 1911.

RECEIVED the assent of the electors the 12th day of August
A.D. 1911.

RECONSIDERED and finally passed the *fourteenth* day of August,
A.D. 1911.

Howarth

Reeve

W. J. Griffiths

C. M. C.



I, *W. J. Griffiths* Clerk of the Municipal
Council of the District of Barnaby hereby certify that
the foregoing is a true copy of a By-Law passed by the
Council on the *14th* day of *August*. A.D. 1911.

W. J. Griffiths

Clerk.