

EVENING SESSION

8.10 o'clock.

COUNCIL CHAMBER, CITY HALL,

November 16th, 1921.

A meeting of the City Council was held this evening at the above named hour, present His Worship Mayor Parker and Aldermen Colwell, Ackhurst, Whitman, Finlay, Bissett, Sanford, Guildford, Ritchie, Mason, Power, Godwin, Burgess and Hubley.

The Council was summoned to consider "Hydro-Electric Power"; to proceed with business standing over and the transaction of other business.

LIST OF HEADLINES

(For the purpose of ready reference the list of papers submitted and the list of other headlines are all incorporated in one schedule at the end of the meeting).

Ex Deputy Mayor Mullalley, of St. John's Newfoundland is introduced to the City Council and invited to a seat at the right of His Worship the Mayor. Mr. Mullalley briefly thanked the Council for the honor.

COAL WEIGHERS FEES--RECONSIDERATION.

Read extract minutes of meeting of City Council November 10th, 1921 covering Alderman Ackhurst's notice of reconsideration of resolution proposing to increase the fees of Coal Weighers.

Alderman Ackhurst asks that the matter be permitted to stand over until a future meeting. The Council unanimously agrees.

VICTORIA SCHOOL OF ART AND DESIGN CIVIC GRANT
RECONSIDERATION

Read extract minutes of meeting of City Council November 10th 1921 covering Alderman Finlay's notice of reconsideration of resolution to pay over a grant of \$1,000.00 to the Victoria School of Art and Design

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which was defeated at that meeting.

His Worship the Mayor rules Alderman Finlay's motion for reconsideration out of order.

HYDRO ELECTRIC POWER

The Council proceeds to the consideration of the matter of Hydro Electric Power for which the meeting was specially called.

The following named papers are submitted and read:

I. Report Special Committee on Hydro Electric Power.

II. Letter Hon. E.H. Armstrong, covering memo from Nova Scotia Power Commission and draft of proposed contracts Nos. 1 and 2.

III. Letter Nova Scotia Power Commission referred to above.

IV. Proposed form of Contract No. 1.

V. Proposed form of Contract No. 2.

VI. Report City Engineer Doane, September 13th, 1921.

VII. Letter Hon. E.H. Armstrong, covering suggested changes in Proposal No. 2.

VIII. Suggested changes in Proposal No. 2 referred to in VII.

IX. Letter City's Committee to Hon. Mr. Armstrong dated October 13th, 1921 suggesting changes in draft contract.

X. Hon. Mr. Armstrong's reply dated October 31st 1921.

XI. Letter Alderman Regan re Power available at St. Margaret's Bay.

XII. Opinion City Solicitor re guarantee for fulfilment of contract.

XIII. Alderman Murphy's report.

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XIV. Alderman Power's Report.

XV. Alderman Regan's Report.

XVI. Letter Chief Engineer K.H. Smith re power available and cost.

XVII. Report City Engineer Doane re power available.

XVIII. Letter Premier Murray guaranteeing that the Government will be responsible for the carrying out of any contract entered into between the Power Commission and the City.

I. REPORT OF SPECIAL COMMITTEE

Mayor's Office, City Hall,
November 4th, 1921.

The City Council.
Gentlemen:-

At a meeting of the Special Committee appointed as per resolution of Council dated September 2nd, 1921, on Hydro Electric, it was regularly moved and seconded by Alderman Ritchie and Alderman Murphy that the Special Committee recommend to the City Council that the Council adopt Proposal No. 2 as submitted by the N.S. Power Commission, which means the taking over of all the power on a cost basis. Alderman Murphy reserved the right to submit a report to Council supporting this Proposal on the grounds that he preferred a Contract guaranteeing the quantity to be delivered, but to bring the matter before Council supporting Proposal No. 1.

Alderman Murphy and Alderman Ritchie voted in favor of this resolution, Alderman Regan against. Moved by Alderman Regan seconded by Alderman Murphy that copies of this Contract No. 1 and other recent data on this matter be furnished each member of the City Council.

J.S. Parker,
MAYOR.

II. LETTER CITY COMMITTEE TO POWER COMMISSION

Office of Works and Mines,
Halifax, N.S. Sept. 19/21.

John Murphy, Esq.,
Deputy Mayor,
Halifax, N.S.

My dear Mr. Murphy: Re Hydro Development

Following the recent interviews between the Special Committee of the City Council, of which you are Chairman, and the members of the Power Commission, I beg to enclose a memorandum of the conclusions to which the Power Commission arrived, and also a draft contract prepared by our Solicitors,-

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1. Dealing with Proposal No. 1.
2. Dealing with the Alternative Proposal No. 2.

I would be very glad, indeed, to be advised whether there is anything further which your Committee desire to negotiate with the Commission before reporting the contract to the City Council for final approval.

I take it from the Resolution adopted by the City Council that the City has decided upon a definite policy of contracting with the Commission for the power, and that all that remains for discussion are the details of the terms of the contract.

If further discussion seems called for, would you be good enough to advise me at the earliest possible date, in order that we may again get together with a view to explaining any differences that may suggest themselves to your Committee as still existing. I take it that your Committee will decide which of the two forms of contract they will recommend for adoption.

E.H. Armstrong,
Chairman Nova Scotia Power
Commission.

III. MEMO POWER COMMISSION TO CITY

Halifax, N.S.
September 16th, 1921.

Memo.

re Contract between N.S. Power Commission and City of Halifax.

The Commission can only agree to one of the following proposals:-

1. To deliver to the City the entire output of the development at St. Margaret's Bay at the cost price.

If this is agreed to, the Commission cannot undertake to do more than develop all the power available to the limit of the normal capacity of the St. Margaret's Bay resources.

It must be understood that the estimated power available from developments now in hand, -the initial, is approximately 20,830,000 k.w.hrs. per year, and that the power available from the final development is approximately 30,190,000 k.w.hrs. per year, both at the Halifax sub-station.

It would not be in the best interests of public policy, nor be consistent with the general policy of the Province that the City in any such contract should have the right or option to postpone the final development of this water power. This might be possible, if a contract were made whereby the City was allowed the option of determining whether the final development of the St. Margaret's Bay power was to be undertaken or not. Such a situation could only be justified on the questionable ground that the City was paying the whole cost. Such a position would not be in the best interests of the policy to which the Province has committed itself with general approval.

If it is agreed that the City requires for its purposes all the power available at St. Margaret's Bay, then the Commission will insist that the City must enter into a contract that will assure the final development by the Commission and without any limitations. In other words, the City should be required

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To contract with the Commission for the full quantity of energy available at St. Margaret's Bay, resulting from the final development, estimated at approximately 30,190,000 k.w.hrs., and to pay for the same at cost, and take the same on the understanding that the Commission will complete the final development without delay. The Commission, in view of its relation to the Province, could not logically consent to any other policy.

2. In the Alternative:

To deliver to the City a stipulated minimum of say 18,000,000 k.w.hrs. per year, from the development at St. Margaret's Bay at Cost, as defined in the "Power Commission Act". At same time Commission to contract with City to furnish upon request, after reasonable notice, additional quantities of power as specified, providing the whole quantity so furnished, including the initial and additional quantities shall not exceed 30,190,000 k.w.hrs. per year, or the maximum amount of power that is capable of being developed at St. Margaret's Bay and delivered at the Receiving Station at Halifax.

It must be understood in this 2nd proposal that the Commission is at liberty to transmit and deliver the whole or any part of the power developed at St. Margaret's Bay over and above the 18,000,000 k.w.hrs. per year to any Municipality or persons requesting the same, under the terms of the Act, at not less than cost, providing that none of such surplus power shall be sold to any persons within the City of Halifax.

Further, the Commission from and after the delivery or any such surplus power will apportion the cost so that the City of Halifax will receive full credit for all power delivered by the Commission to any other Municipality or to any person outside the limits of the City.

Further, the Commission, while agreeing to furnish the City with such further power as the City needs, in addition to the said 18,000,000 k.w.hrs per year, upon request and reasonable notice, cannot obligate itself to furnish the same from the St. Margaret's Bay system, unless at the time of said request the Commission has available from that source, the required power. But the Commission will agree to furnish such additional power if needed.

The Commission is of the opinion that a Contract embodying the terms of proposal No. 1, can be defined under the terms of the Act, on the ground that the development of the St. Margaret's Bay system was undertaken at the request of the City on a tacit understanding that the quantity of power capable to final development was approximately sufficient only for the market demands of the City and its inhabitants, and that, therefore, if the City was prepared to enter into the necessary contract, it should be free to do so, if willing to assume the obligation to pay for same at cost.

The Commission, however, is of the opinion that to encourage or advise the City to conclude such a contract would, under the facts as they exist, not be in the best interests of the City or consistent with the general scheme upon which the Province has embarked for the development of Hydro Electric Power.

(a). It is obvious that the City cannot now, nor for some years, provide a market for the estimated final development of 30,190,000 k.w.hrs, per year.

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Such a contract would therefore be an improvident one for the City, because it would be obliged to bear whole annual cost, and would, moreover, withdraw from the use of the Commission and the public, and keep idle temporarily at least, annually about 10,000,000 k.w.hrs. of electrical energy, for which public moneys of the Province have been paid, and to which the public have no access.

(b). It would be a serious interference with the policy of the legislature in carrying out its program for the development of the water powers of the Province, so that fullest advantage possible be had of a necessary public utility.

(c). The Commission is a public body, formed for the purpose of generating and supplying energy and power in any part of the Province, and to that end the Governor-in-Council is authorized to raise, by way of loan, such sums as are deemed necessary for the above purpose. In the development of the St. Margaret's Bay, large sums of money have been so raised by the Governor-in-Council and paid over to the Commission.

In view of these facts, the Commission is of the opinion that its duties are not necessarily confined to the developing the St. Margaret's Bay scheme for the City of Halifax alone; the more so as it is evident that the City is not now, and will not for some years, be capable of providing a sufficient market for the final and full power available from this particular scheme. The Commission is of the opinion that both under the terms of the Act and as Statutory Trustees, it would not be justified in so limiting its duty. It must function, if at all, as Trustees for the development of electrical energy and power from any source, but that energy and power must be so administered as to give the fullest benefit to the public at large and not to any limited area, particularly where that limited area cannot utilize the available power to the normal limit.

Nova Scotia Power Commission.

IV. PROPOSAL NO. I

CONTRACT made this _____ day of _____ A.D. 19

BETWEEN:

THE NOVA SCOTIA POWER COMMISSION,
a body corporate, organized and
existing under the laws of the
Province of Nova Scotia, herein-
after called the "Commission",
of the First Part,

and

THE CITY OF HALIFAX, a body
corporate, hereinafter called
the "City",

of the Second Part,

WHEREAS the following resolution was passed by the Council of the City on the Twenty-Seventy day of November, 1919, namely:-

"Whereas the Halifax Power Company has informed this Council of its inability to further proceed with the development of Hydro Electric Power at the North East River, St. Margaret's Bay and so to enable itself to require of the City the benefits of

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the contracts and agreements authorized by Chapter 36 of the Acts of 1916, Chapter 88 of the Acts of 1917 and Chapter 83 of the Acts of 1919.

And Whereas it is of the utmost importance to the City that it should at once obtain the introduction into the City of electric energy at the lowest possible cost.

Therefore Resolved that this Council do favour the acquisition by the Nova Scotia Power Commission of the water power situated at St. Margaret's Bay and the development of the same by that Commission and the introduction of the electric energy so generated into the City at the lowest possible cost and requests that the Commission to proceed at the earliest possible moment, to take such measures as may be required in that behalf."

AND WHEREAS the Commission has undertaken a project for the development of electrical power and energy at St. Margaret's Bay, Halifax County, and it is estimated by the Engineers of the Commission that on the completion of the installation now in hand there will be available for distribution from the initial development of such project approximately 20,830,000 k.w. hours of electrical power and energy per year and that from and upon the completion of the full contemplated ultimate development of such project, there will be available for distribution approximately 30,190,000 k.w. hours of electrical power and energy per year.

AND WHEREAS the City being a Municipality under the provisions of the Power Commission Act, being Chapter 6 of the Acts of Nova Scotia, 1919, has applied to the Commission for the supply of electrical power and energy and has agreed to take, distribute and use from time to time as the undertaking progresses the whole of the electrical power and energy available for distribution from such project up to the capacity of the full contemplated ultimate development thereof.

AND WHEREAS the Commission has agreed to supply such electrical power and energy,

AND WHEREAS the City (subject to the approval of the Governor in Council) and the Commission have respectively agreed upon the conditions, stipulations, covenants and agreements contained in this Contract in respect to the subject matter hereof;

THIS CONTRACT IS THEREFORE ENTERED INTO by and between the parties hereto (pursuant and subject always to the provisions of the "Power Commission Act" being Chapter 6 of the Acts of Nova Scotia 1919 and to all existing and future amendments thereto), that is to say;

1. The Commission contracts:-

(a) (After providing for the operating purposes of the Commission) to reserve, deliver and supply to the City all the electrical power and energy available for distribution from such project, beginning with such initial development and increasing from time to time as the undertaking progresses up to the capacity of the full contemplated ultimate development thereof.

(b) To exercise all due skill and diligence so as to secure efficient and economical operation of the plant, equipment, line and apparatus of the

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(c) Commission for the benefit of the City. Subject to the exceptions hereinafter mentioned, such power and energy is to be delivered and supplies on a twenty-four hour basis throughout the year to the City at the junction of the Commission's transmission line with the distribution lines of the City at the Receiving Station of the Commission at Armdale.

2.

The City Contracts:-

(a) To purchase from the Commission all the electrical power and energy which the Commission contracts to reserve, deliver and supply under clause (a) of Paragraph 1 hereof.

(b) To pay the Commission, in accordance with the provisions of Section 35 of the Power Commission Act, as amended by Section 7 of Chapter 76 of the Acts of Nova Scotia for the year 1920, the cost of the electrical power or energy hereby contracted to be supplied, such cost to be adjusted, apportioned and fixed annually by the Commission; and such adjustment, apportionment and fixing of such cost by the Commission to be final and binding on the City, and such payment to begin when and to be made in the manner specified in Paragraph 3 hereof.

(c) To instal and maintain and to take all necessary action to insure that all users of such electrical power and energy instal and maintain in connection with the receipt, distribution and use of such electrical power and energy, plant, equipment, lines and apparatus which is first-class, modern and standard and in accordance with good engineering practice, such plant, equipment, lines and apparatus to be subject to the approval of the Commission so far as the Commission may deem necessary for insuring the safety and efficiency of the plant, equipment, lines and apparatus of the Commission.

(d) To exercise all due skill and diligence so as to secure efficient and economical operation of the plant and apparatus of the Commission and of the City.

3. (a) The amounts payable by the City from time to time shall be paid at the office of the Commission in Halifax.

(b) The Commission shall render to the City tentative accounts on or before the Fifty day of each month for such arbitrary amount or amounts as in the opinion of the Commission approximately request the cost of electrical power and energy the subject hereof for the preceding month. The first of such tentative monthly accounts shall be rendered on or before the Fifty day of the month following the date specified in a notice given to the City at least thirty days previously thereto as the date on which the Commission is ready to deliver and supply electrical

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POWER and energy under this contract. The City will pay such accounts within two days from the receipt thereof.

(c) The Commission will annually adjust, apportion and fix the cost of such electrical power and energy as hereinbefore provided and the next monthly account following such adjustment, apportionment and fixing of such cost shall be known as the "Adjustment Account" and shall show a comparative statement between the cost of such electrical power and energy for the preceding year and the amounts of the tentative monthly accounts which have been rendered and paid in respect of same. If upon such adjustment account that the Commission has been overpaid the cost, a refund shall be made by the Commission to the City within such thirty days.

(d) All payments in arrears shall bear interest at the rate of six per cent per annum. If at any time and so often as an amount equal to the aggregate of the six tentative monthly accounts immediately preceding such time remains in arrears, the Commission shall have the right to give to the City thirty days notice in writing of intention to discontinue delivery and supply of electrical power and energy the subject hereof or any part thereof and or of cancellation of this Contract, and if at the expiration of such thirty days the full amount of such arrears is not paid, the Commission may forthwith discontinue reservation, delivery and supply of such electrical power and energy in accordance with such notice and in case of notice of cancellation as aforesaid, all obligations and liability of the Commission under this Contract shall thereupon absolutely cease and determine and the City shall be liable to pay to the Commission such amounts as may be determined by arbitration under the provisions of the Arbitration Act to be sufficient to adequately and fully reimburse and indemnify the Commission for and against past, present and prospective losses on account of capital and revenue and for and against all damages by reason of the non-continuance of the Contract.

4. The electrical power and energy the subject hereof shall be alternating, three-phase, having a frequency of approximately 60 cycles per second, and shall be delivered as aforesaid at approximately 12,000 volts, or such other voltage as may from time to time be agreed upon by the Commission and the City.

5. The maintenance by the Commission of approximately the agreed voltage at approximately the agreed frequency at the point of connection of the Commission's lines with those of the City, shall constitute the delivery of all electrical power and energy the subject hereof, and the fulfilment of all obligation by the Commission hereunder, and when voltage and frequency are so maintained, the amount of power and energy, its fluctuations, load factor, power factor, distribution so to phases and all other electrical characteristics and qualities are under the sole control of the City subject to the provisions of Paragraphs 2 (c) and 7 hereof.

6. The Commission shall have the right to discontinue the supply of electrical power and energy in whole or in part to the City, for the purpose of safeguarding life or property, or for the purpose of making repairs renewals or replacements to the plant, equipment, lines or apparatus of the Commission. In all such cases where it is practicable to do so, notice shall first

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be given to the City, and the Commission will do everything reasonably necessary to insure that such interruptions will be of the shortest duration practicable, and where practical, such interruption will be arranged for a time least prejudicial to the interests of the City hereunder.

7. The Commission and its Engineer or Engineers, or any other suitable person or persons appointed for that purpose by the Commission, shall have the right from time to time during the continuance of this contract to inspect at reasonable hours the plant, lines equipment and apparatus of the City installed or used in connection with the receipt, distribution and use of the electrical power and energy the subject of this contract, and to take records respecting same and the operation thereof; and the City and its Engineer or Engineers or any other suitable person or persons appointed for that purpose by the City shall have reciprocal rights of inspection and taking records as aforesaid in respect to the plant, lines, equipment and apparatus of the Commission installed or used in connection with the reservation, supply and delivery of such electrical power and energy.

8. This contract shall remain in force for thirty (30) years from the date of the first delivery of electrical power and energy under this Contract. At the expiration of this Contract such further contract shall be made between the Commission and the City as shall appear equitable and just having regard to the subject matter hereof, the amounts paid by the City under the terms of this contract and to the general policy of the legislation under which this contract is made; the terms of such contract (in the event of the failure by the City and Commission to agree thereon) to be settled and determined by the Governor-in-Council, on application therefor by either party.

9. In case the Commission should for any period or periods be prevented from supplying said electrical power and energy, or any part thereof, or in case the City shall at any time be prevented from taking said electrical power and energy or any part thereof, by strike, lock-out, fire, invasion, explosion, act of God or the King's enemies, or any other cause reasonably beyond the control of the Commission or of the City, then, as the case may be, the Commission shall not be bound to deliver, or the City shall not be bound to receive and distribute such electrical power and energy during such periods, and the provisions of Paragraph 3 hereof as to rendering and payment of tentative monthly accounts shall not apply during such periods.

10. All notices provided for herein shall be in writing and shall be considered as duly served and given if mailed at the post office in Halifax, Nova Scotia, postage prepaid and addressed to the City Clerk of the City of Halifax, Halifax, N.S., as the case may be and same shall be considered as having been served

and given on the day following the date when such notice was so posted.

11. This contract shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto.

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K.W. hours per year.

(c) to exercise all due skill and diligence so as to secure efficient and economical operation of the plant, equipment, lines and apparatus of the Commission for the benefit of the City.

(d) Subject to the exceptions hereinafter mentioned, such power and energy is to be delivered and supplied on a twenty-four hour basis throughout the year to the City at the junction of the Commission's transmission line with the distribution lines of the City at the Receiving Station of the Commission at City Limits.

The City Contracts:

2. (a) to purchase from the Commission all the electrical power and energy which the Commission contracts to deliver and supply under clause (a) of Paragraph 1. hereof, and all additional electrical power and energy requested under clause (b) of said paragraph 1.

(b) To pay the Commission, in accordance with the provisions of Section 33 and 35 of the Power Commission Act, as amended by Section 7 of Chapter 76 of the Acts of Nova Scotia for the year 1920, the cost of the electrical power or energy hereby contracted to be supplied, such cost to be adjusted, apportioned and fixed annually by the Commission; and such cost by the Commission to be final and binding on the City; and such payment to begin when and to be made in the manner specified in Paragraph 3 hereof.

(c) To instal and maintain and to take all necessary action to insure that all users of such electrical power and energy instal and maintain in connection with the receipt, distribution and use of such electrical power and energy, plant, equipment, lines and apparatus which is first-class, modern and standard and in accordance with good engineering practice; such plant, equipment, lines and apparatus to be subject to the approval of the Commission so far as the Commission may deem necessary for insuring the safety and efficiency of the plant, equipment, lines and apparatus of the Commission.

(d) To exercise all due skill and diligence so as to secure efficient and economical operation of the plant and apparatus of the Commission and of the City.

(e) to exercise all due skill and diligence so as to secure the maximum power factor and efficient and economical operation of the plant and apparatus of the Commission and of the City.

3. (a) The amounts payable by the City from time to time shall be paid at the office of the Commission in Halifax.

(b) The Commission shall render to the City tentative accounts on or before the Fifth day of each month for such arbitrary amount or amounts as in the opinion of the Commission approximately represent the cost of electrical power and energy the subject hereof for the preceding month. The first of such tentative monthly accounts shall be rendered on or before the fifth of the month following the date specified in a notice given to the City at least thirty days previously thereto as the date on which the Commission is ready to deliver and supply electrical power and energy under this contract, and in the case of the City requesting additional electrical power

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and energy under clause (b) of paragraph 1 hereof the first account for same shall be included in the next monthly account rendered after the date specified in a notice given to the City at least thirty days previously thereto as the date on which the Commission is ready to deliver and supply such additional electrical power and energy. The City will pay such accounts within ten days from the receipt thereof.

(c) The Commission will annually adjust, apportion and fix the cost of such electrical power and energy as hereinbefore provided and the next monthly account following such adjustment, apportionment and fixing of such cost shall be known as the "adjustment account" and shall show a comparative statement between the cost of such electrical power and energy for the preceding year and the amounts of the tentative monthly accounts which have been rendered and paid in respect to same. If upon such adjustment account or any of them from time to time, any additional amount is found to be due by the City, the same shall be paid within thirty (30) days after the rendering of such adjustment account, or if it is shown by such adjustment account that the Commission has been overpaid the cost, a refund shall be made by the Commission to the City within such thirty days.

(d) All payments in arrears shall bear interest at the rate of six per centum per annum. If at any time and so often as an amount equal to the aggregate of the six tentative monthly accounts immediately preceding such time remains in arrears, the Commission shall have the right to give to the City thirty days notice in writing of intention to discontinue delivery and supply of electrical power and energy the subject hereof or any part thereof, and or of cancellation of this Agreement, and if at the expiration of such thirty days the full amount of such arrears is not paid the Commission may forthwith discontinue reservation, delivery and supply of such electrical power and energy in accordance with such notice, and, in case of notice of cancellation as aforesaid, all obligations and liability of the Commission under this Contract shall thereupon absolutely cease and determine and the City shall be liable to pay to the Commission such amounts as may be determined by arbitration under the provisions of the Arbitration Act to be sufficient to adequately and fully reimburse and indemnify the Commission for and against past, present and prospective losses on account of capital and revenue and for and against all damages by reason of the non-continuance of the Contract;

4. The electrical power and energy the subject hereof shall be alternating, three-phase, having a frequency of approximately 60 cycles per second and shall be delivered as aforesaid at approximately 12,000 volts, or such other voltage as may from time to time be agreed upon by the Commission and the City.

5. The maintenance by the Commission of approximately the agreed voltage at approximately the agreed frequency at the point of connection of the Commission's lines with those of the City, shall constitute the delivery of all electrical power and energy the subject hereof, and the fulfilment of all obligations by the Commission hereunder, and when voltage and frequency are so maintained, the amount of power and energy, its fluctuations, load factor, power factor, distribution as to phases and all other electrical

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characterizations and qualities are under the sole control of the City subject to the provisions of Paragraph 2 (c) and 7 hereof.

6. The Commission shall have the right to discontinue the supply of electrical power and energy in whole or in part to the City, for the purpose of safeguarding life or property, or for the purpose of making repairs, renewals or replacements to the plant, equipment, lines or apparatus of the Commission. In all such cases where it is practicable to do so, notice shall first be given to the City, and the Commission will do everything reasonably necessary to ensure that such interruptions will be of the shortest duration practicable, and where practical such interruptions will be arranged for a time least prejudicial to the interest of the City hereunder.

7. The Commission and its Engineer or Engineers, or any other suitable person or persons appointed for that purpose by the Commission, shall have the right from time to time during the continuance of this contract to inspect at reasonable hours the plant, lines, equipment and apparatus of the City installed or used in connection with the receipt, distribution and use of the electrical power and energy the subject of this Contract, and to take records respecting same and the operation thereof, and the City and its Engineer or Engineers or any other suitable person or persons appointed for that purpose by the City shall have reciprocal rights of inspection and taking records as aforesaid in respect to the plant, lines equipment and apparatus of the Commission installed or used in connection with the reservation, supply and delivery of such electrical power and energy.

8. This Contract shall remain in force for thirty (30) years from the date of the first delivery of electrical power and energy under this Contract. At the expiration of this Contract such further contract shall be made between the Commission and the City as shall appear equitable and just having regard to the subject matter hereof the amounts paid by the City under the terms of this Contract and the general policy of the legislation under which this Contract is made; the terms of such Contract, (in the event of the failure by the City and Commission to agree thereon), to be settled and determined by the Governor-in-Council, on application therefor by either party.

9. In case the Commission should for any period or periods be prevented from supplying such electrical power and energy, or any part thereof, or in case the City shall at any time be prevented from taking said electrical power and energy or any part thereof, by strike, lock-out, fire, invasion, explosion, act of God or the King's enemies, or any other cause reasonably beyond the control of the Commission or of the City, then, as the case may be, the Commission shall not be bound to deliver, or the City shall not be bound to receive and distribute such electrical power and energy during such periods, and the provisions of Paragraph 3 hereof as to rendering and paying tentative monthly accounts shall not apply during such periods.

10. When either party desires and it is physically possible and in accordance with good engineering practice, poles, towers, cross-arms and other similar equipment, may be used jointly by the Commission and the City for the purposes of either of them on such terms and conditions as may be mutually agreed upon,

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and if no agreement can be reached then the question as to the practicability of such use and the nature and provisions of such terms and conditions shall be determined by the Board of Commissioners of Public Utilities, or in case of their refusal to act by arbitration under the Arbitration Act.

11. All notices provided for herein shall be in writing and shall be considered as duly served and given if mailed at the post office in Halifax, Nova Scotia, Halifax, N.S. or to the Secretary of the Nova Scotia Power Commission, Halifax, N.S. as the case may be, and same shall be considered as having been served and given on the day following the date when such notice was so posted.

12. This Contract shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF the Commission and the City have respectively executed These Presents under their respective corporate seals and the hands of their officers, respectively, thereunto duly authorized.

SIGNED, SEALED AND DELIVERED
in the presence of

VI. CITY ENGINEER'S REPORT

Halifax, N.S. Sept 13/21.

Chairman of Hydro Electric Power,

Sir:

As the engineers of the Water Power Commission and myself do not agree in our estimate of the capacity of the development at St. Margaret's Bay, I desire to make a record of it for reference in the future.

Under the instructions of your Committee I wrote to the Power Commission, asking for a copy of the reports of their engineers, estimating the quantity of power available, based on the rainfall, runoff, watershed and storage. The Commission sent me a report made by Mr. Mitchell, with a statement prepared by Mr. Smith, giving his estimate of the capacity of the plant, presumably based on the same data as that quoted in Mr. Mitchell's report.

Mr. Mitchell bases his estimate of runoff, on measurements made between Oct. 1, 1915 and Sep 30, 1919, and concludes that 70% of the rain falling on the watershed can be collected and used through the power sheels. He goes further, however, and claims that it is safe to estimate on 70% of 50 inches of rainfall. The strength of a water power or water supply system is the amount of water available in the driest year. Evidently an exhaustive study has not been made of the rainfall records. Mr. Mitchell gives the minimum rainfall as 46.11 inches, while, as a matter of fact, the lowest record for the rainfall in twelve months is 44.5 inches. Instead of taking 70% of 44.5 inches, which would be bad enough, he assumes that 70% of 50 inches is conservative. I presume he would try to justify his conclusion by claiming that surplus water could be stored to carry the power over the dry season.

Even if 70% could be got, it would be absolutely necessary to save the whole of it and avoid any waste over the dams. That might work out in one year, but

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as a matter of fact, we have had 2 consecutive years with an average of 50 inches of rainfall, and we have had three consecutive years with an average of only 50 inches of rainfall. After 2 such years, where would the surplus storage be? The rainfall to the end of August this year is less than in our driest year, 1905. At the time of our last driest year we made tests for runoff on the City water supply shed which resulted in only 50% being collected. During that same year, the State Board of Health of Massachusetts was able to measure a collection of only 39.5 percent on the Sudbury River watershed about 75 square miles and their average runoff for 42 years is only 46.4%. In reporting they state that "their records are particularly valuable as a basis for estimating the yield of the other watersheds in the State, both on account of the accuracy with which the measurements have been made and the absence of abnormal conditions which would unfavorably affect and results". This location is the nearest to Nova Scotia from which I am able to obtain records, and the difference in climate is not great.

In a dry year, such as we are passing through 35 inches of rainfall on the watershed allowed by Mr. Mitchell as the available supply, is in my judgment entirely too much. It would be 80% of the total rainfall in the driest twelve months, or a larger percentage of this year's rainfall if the next two months duplicate the experience of 1905. This over estimation means that the cost per k.w. hour in any dry year will be greater, and that more power would be sold then could be delivered.

F.W.W. Doane,
City Engineer.

VII. POWER COMMISSION TO CITY COMMITTEE

The Nova Scotia Power Commission,
Halifax, N.S. Sept. 30th, 1921

John J. Murphy, Esq.,
Deputy Mayor,
Halifax, N.S.

My dear Sir: Re Hydro Electric Contract

Since our last conference, we have taken into consideration the suggestions made agreeing to give the City an option for the power representing the difference between the initial and the final development.

This amendment we decided could be most properly inserted in the agreement accompanying our Proposal No. 2. It has involved a re-drafting of Section 1 of the agreement, and I am enclosing for your information a duplicate copy of the amended section. Sub-section (a) of this clause has been amended so as to make it clear the quantity of power to be delivered, and also the conditions on which the Commission are willing to give the City an option on which the Commission are willing to give the City an option on any additional power. I trust these will prove satisfactory.

It did not seem that such an optional clause had any place in the contract submitted under our Proposal No. 1., because this contract would mean delivery of all the power, and therefore there did not

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appear to be any necessity of inserting any provision contained an option. I think this will be clear, upon reflection.

Let me further add, now that the matter has been so fully discussed, that the Commission would very much appreciate an early consideration and a definite conclusion on the part of the City Council. If, however, there are still any phases of the matter that are in doubt, be good enough to advise me as promptly as at all possible, so that an early conference may be had, and a conclusion reached. The Commission instruct me to say that it is of the opinion that our negotiations should terminate without further delay. It must be obvious to your Committee that further delays are not desirable on the part of either one of the negotiating parties. The Commission is further of the opinion, and wish to emphasize it, that it is most desirable to press for an early decision from your Committee and the City Council.

The Nova Scotia Power Commission
E.H. Armstrong,
Chairman.

VIII. PROPOSED AMENDMENTS TO CLAUSE 1 - PROPOSAL NO.2

1. "The Commission contracts:
 - (a) To reserve, deliver and supply to the City
 - (1) electrical power and energy up to a total of at least Eighteen Million Kilowatt Hours per year at a rate not exceeding six thousand kilowatts (Eight Thousand and Forty-three horse power) and not exceeding Seven Thousand Five Hundred Kilovote Amperes and,
 - (2) such further quantities of electrical power and energy as, the Commission may from time to time consider available for delivery and supply to the City, having regard to the existing or future requirements of other users, provided that as to such further quantity under this subclause (2) the Commission will from time to time before entering into contracts with other users, give the City one month's notice of the fact that a contract with another user is contemplated specifying approximately the quantity proposed to be dealt with under such contract and the Commission will afford to the City an opportunity before the expiration of such one month to be heard in connection with any proposal which the City may submit for purchasing such further quantity but without further or other obligation on the part of the Commission and this proviso is without prejudice to the absolute discretion of the Commission as to dealing with such further quantity after the expiration of such one month.
 - (b) To deliver and supply to the City additional electrical power and energy, as requested by the City from time to time up to an aggregate of Thirty Million Kilowatt Hours per year (including the quantity delivered and supplied from the St. Margaret's Bay project as set out in clause (a) hereof) provided that nine months' notice shall be given by the City to the Commission from time to time specifying the additional amount of power requested under this clause (b) and further provided that the amount of power so specified in any one notice shall not be less than Seven Hundred and Fifty Kilowatt."

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VX. CITY COMMITTEE TO POWER COMMISSION.

Halifax, N.S. October 13th, 1921.

Honourable E.H. Armstrong,
Chairman N.S. Power Commission,
Halifax, N.S.

Dear Sir: HYDRO-ELECTRIC CONTRACT

Confirming my interview of the 12th inst. with your Mr. Smith, I beg to say that our special Committee which has been endeavouring to negotiate terms of proposed contract with your Commission, have given careful consideration to the amendments to Clause (1) of Proposal No. 2 as recently submitted by you and after consultation with our City Solicitor, Mr. Bell, as well as with City Engineer Doane, we feel that the amendments, as drafted, do not cover the City's requirements on this point. We would ask your Commission to kindly consider the following clause in substitution of the one submitted by you:-

"The Commission will, before entering into any contract for a supply of electric current to any other user from time to time give the City three month's notice of the fact that a contract for such supply with such other user is contemplated, specifying approximately the quantity proposed to be delivered to such other user, and the City shall, if it so desire, have the right within the said three months of entering into a further contract with the Commission for the delivery to the City of such approximate quantity of electric current upon the same terms in respect to price and in all other respects as are set out in this contract, and if the City fails within the said period to enter into such further contract, the Commission may, without further notice, enter into a contract with such further user, for a supply of such approximate quantity".

We have endeavoured to make the above clause simple in its wording and equally simple in its interpretation.

Our Committee feels that before we can submit our report to Council it is necessary that we have from you the information asked as to the additional expenditure still required for the completion of this installation to deliver the supply of current called for in proposed contract. You will readily see that before we can open negotiations with the N.S. Tramway and Power Company it is necessary to know what the cost to us is to be and we feel sure that this question of cost to the City will be one of the first raised in Council. The date of delivery of the energy and the probable quantity available on that date will also be required to enable us to fully discuss this important question.

In your last communication to us you made reference to the necessity of arriving at an early decision. It is not necessary to stress this point as the manner in which our Committee has endeavoured to carry on these negotiations with you must have made it clear that we are fully alive to the desirability of having this matter disposed of, one way or the other. If any time has been lost during the past four or five weeks, it is chargeable to the fact that due to unavoidable circumstances members of your

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Commission have, from time to time, been absent from the City and also the necessity of your having to submit the various points, which have arisen in discussion, to your solicitors for consideration.

As soon as your reply is received respecting the several matters covered in this letter:-- namely, Definite Option, Definite Price and on what date current will be available with Probable Quantity, we will be in a position to place this whole situation before Council and can assure you that a special meeting will be called immediately following receipt of this information for that purpose.

Special Committee Hydro
Electric.

X. POWER COMMISSION TO CITY COMMITTEE

The Nova Scotia Power Commission,
Halifax, N.S.
October 31st, 1921.

John Murphy, Esq.,
Deputy Mayor,
City Hall, Halifax, N.S.

Dear Sir:-- Re Hydro Electric Contract.

I beg to acknowledge receipt of yours of the 13th, which came to hand during my absence, written on behalf of your Special Committee in charge of the above matter for the City Council of the City of Halifax.

I note that your Committee has given careful consideration to the amendments to clause 1 of Proposal No. 2 and that in the opinion of the said Committee the clause, as amended, and which I submitted, does not cover the City's requirements on this particular point, and that you ask for consideration of a substitute clause, copy of which you enclose.

I beg to advise that, after giving the matter the best consideration possible, the Commission is of the opinion that it cannot agree to the clause as drafted by your Committee.

The Power Commission desire to point out that at the earnest solicitation of the City, they submitted for your consideration proposed contracts in alternative forms:--

1. A contract to deliver all the power developed at St. Margaret's Bay available for distribution;
2. A contract to deliver to the City a minimum quantity determined by your Committee.

In our conferences, various reasons were urged why Proposal No. 2, would be the more acceptable, and the Commission felt that it was going a long way to meet your views when it undertook to be responsible for the delivery of a minimum quantity. When the details of Proposal No. 2 were being further discussed, your Committee for the first time asked to have an option for the balance of the power capable of being developed and delivered from the St. Margaret's Bay system. Whilst the Commission had some doubt about the propriety of the insertion of such a clause, to meet your views the Commission had prepared an amendment, which in the opinion of the Commission is ample to protect the City.

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Further than this, as at present advised, the Commission has no intention of going, and is therefore unable to agree to your proposed amendment. In the opinion of the Commission, to accept your proposed amendment inserted in Proposal No. 2 would be equivalent to entering into contract Proposal No. 3 without assuring to the consumer the advantages of a lesser cost with greater consumption.

It is also the opinion of the Commission that the suggestions contained in your proposed amendment are not consistent with the services "at cost" principle, which underlies the Commission's proposed operations. I am authorized therefore, on behalf of the Commission, to intimate to you that the Commission will not agree to your proposed amendment. Further, that the Commission adheres to its opinion, that the clause which already has been submitted is ample for the purposes intended, namely, to secure and protect the City, if it so desires, in availing itself of the difference between the minimum and the maximum quantity of Power at St. Margaret's Bay or any part of it.

The Nova Scotia Power Commission
per E.H. Armstrong,
Chairman.

XI ALDERMAN REGAN TO MAYOR

Halifax, N.S.
October 21st, 1921.

His Worship the Mayor,
City Hall.

Dear Mr. Mayor,

In connection with the proposed Hydro Electric contract, the City Engineer at the request of the special Committee has already submitted a general report or memorandum to the effect that in his judgment, the percentage of run-off and consequently the power to be derived at the St. Margarets Bay development have been over estimated, especially for a dry year.

Last year the Tram Company and other concerns developing electric energy in this district probably used over 18 million K.W.H. and it is obvious the City must be assured of this minimum supply of current in any year, otherwise an auxiliary plant will be necessary.

Will you kindly ask the City Engineer to inform the Committee what amount of power expressed in K.W.H., does he consider, according to conservative figures as to rain fall and run-off, can be safely relied upon from the present St. Margaret's Bay development in a dry year or series of dry years.

This question is a very important phase of the Hydro-Electric contract, the answer to which should be on file.

John W. Regan.

XII. CITY SOLICITOR'S OPINION

Office of City Solicitor,
Halifax, N.S. Oct. 13/21.

His Worship the Mayor,
City Hall.

Dear Sir: RE HYDRO ELECTRIC CONTRACT

At the request of Alderman Regan, I beg to hand you the following opinion upon the first clause

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of the proposed contract, by which the Hydro Commission contract to reserve, deliver and supply to the City electric power and energy up to a total of at least 18,000,000 kilowatt hours per year.

Alderman Regan wishes my opinion as to whether this language constitutes a guarantee on the part of the Committee to deliver the stated amount of electric energy and whether upon failure to do so, the contract could be cancelled.

In reply, I beg to say that there is no guarantee beyond the guarantee implied in every contract, that the contract will be carried out, and that failure by the Commission to deliver the amount agreed to be delivered, will not result in the cancellation of the contract, but merely in a right on the part of the City to recover damages for breach of contract in an action by the City against the Commission.

F.H. Bell,
City Solicitor.

XIII. ALDERMAN MURPHY'S REPORT

Halifax, N.S. November 16/21.

His Worship the Mayor,
and Members of the City Council.

Gentlemen:--

As Chairman of the Special Committee appointed by Council to negotiate with the hydro-commission terms of proposed contract for the St. Margaret's Bay development, I take the liberty of submitting here with report on the proposals which we are now presenting for your consideration.

As a result of negotiations extending over the past two months, your Committee has secured two proposals, as follows:----

1. The City to enter into a contract for the entire capacity at St. Margaret's Bay, estimated at 30,190,000 k.w.h.
2. The City to contract for the guaranteed minimum of 18,000,000 k.w.h. per year.

These proposals I shall take up in their order:--

Proposal No. 1, Covering Total Capacity of 30,190,000 k.w.h.

While there is little doubt that the City will eventually require the full capacity of this development, we should carefully consider whether at this stage it would be advisable to commit the City to this proposal. If it rested entirely with us to say when the further quantity available would be brought in, the situation would be slightly changed; but in as much as the Power Commission reserve the right to say when they will proceed with its completion, it is doubtful policy on the City's part to bind itself to this proposal. If for any reason the Commission entered in one the completion of the work before our demands warranted same, we would be obligated for the additional carrying charges involved.

Proposal No. 2, Covering Guaranteed Minimum of 18,000,000 k.w.h.

This proposal, under which the Commission undertakes to deliver to the City a definite minimum quantity, impresses me as the more desirable contract, and one which should command a wider confidence on the part of our citizens as a whole.

The following reasons would seem to me to justify the Council in giving preference to this proposal.

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1. The Commission assumes full responsibility for the entire development involved in the delivery of the quantity of power called for under the guarantee.
2. The City will know just what the current will cost us delivered at sub-station at the North West Arm, and will therefore be in a much better position to negotiate for the re-sale of this power, either directly or through some operating company.
3. That in any contract made for the re-sale of the power the City will be protected by making their contract conditional on the satisfactory carrying out by the Commission of their undertaking with us. If, therefore, anything should develop whereby the installation did not come up to expectations the City would be protected against any financial loss.

Safeguards Necessary in Connection with Proposal No. 2.

During the discussions between your Committee and the Hydro Commission a question was raised respecting the responsibility of the Commission for any contract entered into, and as to how the City should protect itself against any breach of this contract. I understand that this matter has recently had consideration, and if it has not already been arranged, in all likelihood it can be, to have the Province stand behind any contract entered into by the City with this Commission. This would seem the natural course, as it certainly is not reasonable to expect that the members of the Commission should be obliged to personally assume the responsibility, when as a matter of fact they are simply administering a department created by the Government for the development of our water powers. Of course, if the Government undertakes to guarantee the satisfactory carrying out of the contract any question on this score would be removed.

Opinion on Balance of Power

Your Committee asked the Commission to give us an option on the balance of the power available at St. Margaret's Bay. There is some question on our part as to whether the clause submitted by the Commission is of a sufficiently definite nature to cover our requirements. It is a matter of importance that we should have the refusal on its further power, for the reason that an additional quantity of 10,000,000 k.w.h. can be obtained at an estimated cost of \$400,000; which means that the City of Halifax could obtain fifty per cent. more power at about twenty-five per cent. of the cost of the initial installation. This, you will realize would very materially reduce the average cost of this power and place us in a position to offer same at most attractive prices. The terms under which this option was sought were I think most reasonable. Your Committee simply asked that in the event of the Power Commission receiving an application for this additional quantity they should notify the City, and if within a period of thirty days the City failed to exercise its option the Commission would then be at liberty to complete negotiations with any other applicant.

The foregoing cover the points which suggest themselves to me in connection with these proposals.

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I am satisfied that the City cannot afford to allow the control of this development to pass to other hands. The opponents to the City's controlling this power will undoubtedly raise every possible argument to prevent our securing it. Criticism will no doubt be directed against the cost of the development, and doubts raised respecting the quantity available.

With regard to the cost, members of Council should keep clearly in mind that no matter whether the City controls it or not, the users of light and power in this City are compelled to pay whatever the costs are, and our experience with these services in the past fully justifies this Council in even taking some considerable chance to control the development.

Your Committee have endeavoured to make the best terms possible to avoid any possibility of our losing control of this development and should any suggestions be made to better safeguard us in the undertaking I feel they would receive due consideration by the Commission. I find the general sentiment to be favorable to the City controlling this power and it rests with us to spare no efforts to meet the Citizen's wishes in this respect, as under no circumstances can we allow this opportunity to go by.

John Murphy.

XIV ALDERMAN POWER'S REPORT

Halifax, N.S. Nov. 16, 1921.

To His Worship the Mayor,
and City Council.
Gentlemen:--

As a member of the Committee composed of His Worship the Mayor, Aldermen Murphy, Regan, Ritchie and myself, appointed by your Council to negotiate a contract with the Nova Scotia Power Commission for the sale and distribution in this City of its electrical energy developed at St. Margaret's Bay I beg to report that your committee had several conferences with the commission from the date of its appointment until now. The negotiations open by the consideration of draft contracts #1 and #2 submitted by the Commission at the request of your committee for the consideration of all parties. These contracts were in large part copied from Ontario precedents dealing with similar problems.

Draft contract #1 proposed in short that the City should purchase from the Power Commission its full product of electrical energy approximately thirty million k.w. hours per year at the Halifax sub station, at the lowest possible cost under the Act with various other stipulations in the contract for more effectually carrying out its aims and purposes.

Draft Contract #2 proposed that the City should purchase a stipulated minimum of eighteen million k.w. hours per year, the commission to furnish upon request (after reasonable notice) additional quantities of power, the whole not to exceed thirty million, 190 k.w. hours. The exact language of this proposed contract was as follows:

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1. The Commission contracts:

(a) To reserve, deliver and supply to the City from the St. Margaret's Bay project, (1) at least eighteen million k.w. hours per year of electrical power and energy (on the basis of a 40% load factor) and (2) such further quantity of electrical power and energy as the Commission may from time to time consider available for delivery and supply to the City having regard to the existing or future requirements of other users.

(b) To deliver and supply to the City additional electrical power and energy, as requested by the City, from time to time (on the basis of a 40% load factor) up to an aggregate of thirty million k.w. hours per year etc.9.

At a subsequent conference with the commission this contract #2 was amended or proposed so to be amended in language to furnish a legal guarantee by the commission for the delivery annually of eighteen million k.w. hours at the cost before referred to. At a subsequent conference it was proposed that the City should have an option on any residue in excess of the minimum amount, but this proposition the commission declined to accede to.

The documents submitted by both parties are very lengthy and are on file with this report and no useful purpose would be served by attempting to review them at length.

I am of the opinion that the City should not permit this valuable franchise to pass out of its hands without some measure of control in the interest of the public, and for that purpose I therefore beg to recommend to the Council that the City contract with the commission for the delivery to the City of the eighteen million k.w. hours per year (as I am satisfied that the Power can be developed and supplied at St. Margaret's Bay) with the appropriate legal guarantee by the commission as to delivery and lowest cost for all of which I think in view of recent developments in placing the Nova Scotia Tramway Company Ltd., under the Public Utilities Act should be now guaranteed by the Provincial Government.

If this recommendation is adopted by the Council it is to be hoped, without the City being driven by the Tram Company to erect a costly distribution plant, that the next step in the program will be to secure a contract beneficial to the City with the Tram Company for the distribution of this energy in the interests of all concerned, projecting, however, in the foreground and keeping always and steadily in mind the paramount interests of the City of Halifax and its citizens for cheap light and power at guaranteed rates as it was for this City that this energy was primarily designed and developed.

John J. Power.

XV. ALDERMAN REGAN'S REPORT

Halifax, N.S. Nov. 11/1921.

His Worship the Mayor,
City Hall,
Halifax, N.S.

Dear Sir:-

Enclosed find report from myself as member

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of the Hydro-Electric Committee.

John W. Regan.

Halifax, N.S. November 10th, 1921.

His Worship the Mayor and
City Council.

Gentlemen:-

For the information of Council I beg to mention several details in connection with the Hydro Electric matter which were discussed in conferences between the Nova Scotia Power Commission and the special civic committee of which I am a member. This special committee was appointed September 2, 1921, with instructions to report to Council in ten days whereas more than two months have elapsed. In my opinion practically no progress has been made in the direction of negotiating a contract with safeguards the City's interests.

Your Committee were also directed to confer with the tramway company but this has not been done so there is no information to report to Council as to the terms upon which the tramway company will undertake the distribution of the power.

His Worship the Mayor was unable through illness to attend the meetings of your committee and the Power Commission. I attended the earlier conferences with the Power Commission but after that was out of town for a considerable period so that the work of the committee was largely in the hands of Alderman Murphy, Alderman Ritchie and Alderman Power.

This fact is worth noting as these members of the committee being specially sympathetic to the city taking up the project would naturally do their utmost within reason to work out a contract the terms of which might be expected to command popular support.

That such a friendly committee failed to obtain a safe contract should be regarded as a warning to the city not to become further involved. In addition some members of your committee have openly expressed dissatisfaction with the treatment received from the Power Commission.

Much of the delay in arriving at a conclusion on this matter is properly chargeable to the Nova Scotia Power Commission although the Commission has sought to give a different impression to the public by letters which have been addressed to the City complaining of delay on the City's part when as a matter of fact practically all the delay has been on the part of the Power Commission. There has been a systematic effort made by the Power Commission and its friends of the press and elsewhere to stampede the City into signing up and obligating itself for the whole cost of the development at St. Margaret's Bay with little or no ~~provision~~ provision as to cost or terms. At this particular time there is more reason than ever for going slow and refusing to sacrifice the City's interests in a matter involving several millions without a proper contract and equitable terms.

At the beginning of the conference between your committee and the power Commission the point was raised by one of the officials of the Commission that the City was already committed to take over the power by virtue of the resolution of council of August 19, 1921. Alderman Power and Mr. Bell both

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objected to this and stated that the civic committee had no authority to conclude a contract with the Power Commission but were only authorized to negotiate terms and report same back to Council which might adopt or change or reject them. The conference proceeded upon this understanding.

As to the guarantee of the minimum quantity of power which the City asked for the chairman of the Power Commission said he did not think there would be much value in such a guarantee. If the Commission failed under the guarantee the City could not recover damages from the Commission as the latter body had no assets, the Commissioners would not be personally liable and, being a public body, it was absurd to expect that damages against the Commission could be obtained. The Chairman of the Commission said they were acting on the reports of engineers and believed these to be correct but further than that they could not give any guarantee that would be absolute as to the amount of power actually available.

Under these circumstances I asked that the following clauses should be inserted in the draft contract to make the proposed guarantee effective:

1. That a definite price for the power should be inserted in the contract, and if the amount of power delivered were less the price should be reduced accordingly;

2. That the Province of Nova Scotia should endorse the guarantee of the Power Commission;

3. That if the amount of power delivered should be proved substantially and continuously less than the minimum and involve the city in the capital cost of an auxiliary plant the City should be at liberty to withdraw from the thirty year contract.

All these essential clauses were rejected by the Power Commission.

Exception was taken by Alderman Power to a clause in the contract which provides, that in the event of any dispute between the Commission and the City the matter is to be settled by the Commission whose decision is final. This has not been changed in the contract.

Exception was taken by myself to a clause in the contract which provides, that in the event of a default by the City of six monthly payments the Commission are at liberty to cancel the contract and sue for the arrears, and also claim damages against the City which may amount to the whole cost of the development at St. Margaret's Bay, which claim for damages is to be referred to arbitration for settlement. This clause is still in the contract and is another evidence and further warning of the peril to the City of moving one step more into the entanglements of such a dangerous and unfair obligation.

In the conferences I also called attention to a clause in the contract which relieved the Commission from the duty of supplying power in case of shortage of water. This significant phrase "shortage of water" we were informed had been recently inserted at the advice of the Commission's Solicitor. It has now been removed but in reply to a question as to whether it was comprehended in another general clause of the contract which relieves the Commission from liability for failure to deliver power due to causes reasonably beyond the control of the Commission the solicitor said that it was.

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There is another clause in the contract which provides that in the case of temporary suspension of delivery of power for a shorter or longer period the City shall be relieved of any payment for that period. In reply to a question Mr. Smith, Engineer of the Commission, admitted that this would become a deferred payment and be added to the cost which the City would have to pay eventually.

As the engineer of the Power Commission had publicly compared the horse power delivered at St. Margaret's Bay with the horse power delivered from Niagara Falls, I asked Mr. Smith to state definitely if the horse power from St. Margaret's Bay would be 6,000 k.w.h. per year the same as in Ontario. He replied "No, the St. Margaret's Bay horse power would be 40 per cent," which is 2,400 k.w.h. per year.

In my judgment, after following this matter very closely and from information gathered, I am of the opinion that the cost of the development at St. Margaret's Bay is excessive, that the amount of power available is much less in dry years than as represented, that the expense of an auxiliary plant in connection with the development will have to be taken into account and for these reasons that no contract should be entered into with the Power Commission by the City for which the citizens will have to pay which does not contain a definite amount of power and a definite price per unit and the right of cancellation on the part of the City in case of default.

John W. Regan.

XVI. POWER COMMISSION TO CITY

The Nova Scotia Power Commission,
Halifax, N.S. November 14th, 1921.

John S. Parker, Esq.,
Mayor, City of Halifax.

Sir:-

In going through correspondence between the Nova Scotia Power Commission and the City of Halifax, concerning the St. Margaret's Bay Power Development. I notice that in recent communications from the Commission specific reference has apparently not been made to costs and power available.

I have communicated with the Chairman of the Commission, who is at present out of town, and he had requested that I write you in this connection.

In regard to cost of the St. Margaret's Bay Development, I do not think that any more satisfactory estimate can be made than has already been given to you, namely \$1,800,000.00 as the capital cost of the initial development, on which annual charges of about \$200,000.00 have been based. In substantiating this estimate I may say that to date \$1,575,000.00 has been spent, including the payment of the major property awards.

In regard to power available, I may say that machinery with a capacity at the Halifax Receiving Station of at least 6,700 h - p. is now ready to operate. One electrical generator did not meet our requirements and in the course of tests in the manufacturer's shops was destroyed. This unit is being replaced as rapidly as possible.

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I might further add for your information that computations made by engineers of the Dominion Water Power Branch, Department of the Interior, based on actual measurements of water supply, utilizing records available up to the end of October last, indicate that up to that time, the water supply for the St. Margaret's Bay development as previously estimated could have been maintained, notwithstanding the fact that the precipitation in this vicinity for the 12-month period ending September 30, 1921, was by a very considerable amount the lowest ever previously recorded. The rainfall at Halifax for the period mentioned was 40.59 inches, while the lowest rainfall ever previously recorded for a similar period at Halifax was 46.11 inches for the year ending September 30, 1875. The average yearly rainfall in Halifax over a period of 53 years, considering years ending September 30th, is 55.66 inches.

K.H. Smith,
Chief Engineer.

XVII CITY ENGINEER'S REPORT.

City Engineer's Office,
Halifax, N.S. Nov. 15/1921.

His Worship the Mayor,
Sir,

In compliance with your request, I beg to submit a report, estimating the quantity of St. Margaret's Bay power in k.w. hrs. which records recently received, would indicate can be safely relied upon, according to conservative figures, in a dry year or series of dry years.

Since my report dated September 13th, 1921, I have received from the Department of Meteorological Service of Canada, rainfall records from Oct. 1, 1920 to Sep. 30, 1921; that is the year on which the Power Commission's engineers have worked, and that is the source from which they obtained their figures, and it is stated in their engineers' report that they have no record of rainfall taken at St. Margaret's Bay.

The water available is only that quantity which falls on the watershed and runs off through the main valley, in a given time. It cannot be increased, and after the water is used and runs off to the sea, it can only be replaced by the rain falling from the clouds; the quantity varies each year. Records have been kept in Halifax for over fifty years and are accepted as reliable. No records have been made for runoff until quite recently, except by the City of Halifax; consequently the runoff records given by the Power Commission for 4 years only, were compared with the nearest Government records on the Atlantic seaboard, namely those made by the State of Massachusetts, where climatic conditions, rainfall and formation are similar.

The Power Commission's engineer gives the rainfall for 1918-19 as 59.30 inches, and claims that there was a runoff of 70.2%. The lowest rainfall in his four year period was in 1916-17, 47.9 inches, and he claims that there was a runoff of 82.5 percent. Comparing these percentages with the Massachusetts records, I find that the heaviest rainfall in that State during the last 46 years is 57 inches, and the percentage of runoff for that year was also the

November 16th, 1921.

Highest, namely 62.2%. The lowest rainfall was 32.78 inches and the runoff for that year 34.1%. The average runoff in Massachusetts is 46.4% and the runoff there, corresponds closely with our own City records. When the ground is already full of water as in a wet year like 1918-19, the rain fall runs off rapidly and the percentage is larger, but in a dry year like 1921, when wells and streams are dried up and vegetation thirsty, the small and infrequent rains are largely absorbed by the parched earth and plant growth, while surface evaporation is very much increased reducing the percentage left for runoff. The capacity of the plant is not what it will do in a wet year. - everybody knows it will do more then. What we want to know is how much would it have done in 1921, the dryest year on record. What would it do in the next year if it is also below the average? That is all we can guarantee of purchasers.

The Power Company's engineer estimates that 35 inches of runoff will be available each year. This would be an average of 2.917 inches per month, or nearly 3 inches. An examination of the rainfall records for the last 13 months shows that there would be a shortage in runoff every month, amounting to 15 inches. The Power engineers propose to make up the large deficiency, by shortage. Assuming that that could be possible for one year, what would happen in a year of medium rainfall following such a year as we have just passed through. The stored water would have been used up in regulating the supply over the past 13 months. The last letter of the Power Commission's engineer, vouches for it only to Oct. 31, 1921. We have records of two and three succeeding dry years. You cannot store water when you cannot get it, and also in 1921 there would have been no 35 inches. Further, the evaporation in a year like 1921 would be greater than in any preceding year, and reduce the quantity of stored water rapidly. On our own water supply lakes, it is not an uncommon occurrence to have the lakes lowered half an inch in a day by evaporation.

The records made by the Power Commission have been on the Indian River only, where the water can run practically without obstruction to the river bed and off to the sea, making the evaporation from water surfaces a minimum. On the North West River, where the water was held in some of the lakes by dams, no effort seems to have been made to obtain a record of the total runoff which would have been very valuable for comparison. When the water is stored in large lakes for long periods, which the experience of the last 13 months shows must be for more than one year, the loss from evaporation from the water surfaces will be much heavier.

The Power Commission's engineers claim that storage will be ample even for that, but their calculations are all based on a 70% runoff, and not only that, but on 70% of 50 inches or 35 inches every year, while the rainfall for the 12 months ending Sept. 30th was only 40.642 inches; in fact, the rainfall for the last 13 months is only 43.572 inches or $2\frac{1}{2}$ inches less than the minimum 46.12 inches which the Commission's engineers had reported for 12 months. 40.642 inches is only 81.3% of 50 inches; 35 inches is 86% of the rainfall 40.642 inches, and it is 72% more than 20.321 inches (50% of the rainfall).

November 16th, 1921.

Assuming that the Power Commission's engineers have made their calculations correctly, based on 70% and 35 inches, the 50% of the rainfall last year would have given 12,094,000 k.w.h. for the present development out of the 20,830,000 k.w.h. claimed, and 17,528,000 k.w.h. out of 30,190,000 on the total development, or about three-fifths.

F.W.W. Doane,
City Engineer.

XVIII GOVERNMENT RESPONSIBLE TO COMMISSION'S CONTRACT

Office of Provincial Secretary
Halifax, 16th November, 1921.

His Worship the Mayor,
Halifax, N.S.

Dear Sir:-

With reference to the negotiations pending between the Nova Scotia Power Commission and the City of Halifax, respecting the making of a contract for the supply of electrical power or energy to the City for the purposes mentioned in the Power Commission Act, I would ask you to be kind enough to inform the City Council that, if such a contract is entered into, the Government of Nova Scotia will approve thereof and will be responsible for the due carrying out and performing of the same by the Commission.

G.H. Murray,
Premier and Provincial Secretary.

Moved by Alderman Ritchie seconded by Alderman Hubley that the recommendation of the Special Committee on Hydro Electric Power dated November 4th, 1921 ~~1921~~ that the City take over all the power on a cost basis as submitted by the Nova Scotia Power Commission in Proposal or Draft Contract No. One be adopted.

Alderman Colwell asks the following questions:

Is it definitely proved that a sufficient supply of power will be delivered and will the Government guarantee any definite amount of Power?

Will the Government fix a maximum price per k.w. hour?

Is there any guarantee that rates to the Consumers will be lower than the present rates?

If the Tram Co. agree to sublet from the City, will they do so on the same basis of the City's contract with the Commission and will they agree to lower the rates to the consumers, and to what extent?

What guarantee is there that the Tram Co. will carry out their contract with the City?

If the City sublets to the Tram Co. do they not become guarantors of the Tram? In other words the City pays the Government and takes its chances of collecting from the Tram Co.

In 27th cc
November 16th. 1921.

~~The~~ amendment to Alderman Ritchie's motion it is moved by Alderman Murphy, seconded by Alderman Mason that this Council approve of Proposal ~~or~~ Draft *27th cc* contract No. One conditional upon the City being given a definite option on the taking over of the full power development at St. Margaret's Bay.

10.25 o'clock. His Worship the Mayor is relieved from the Chair by Deputy Mayor Murphy.

10.35 o'clock His Worship the Mayor resumes the Chair.

Alderman Murphy's amendment is put and lost 6 voting for the same and 12 against it as follows:-

For the Amendment:- Aldermen Finlay, Murphy, Scanlon, Ritchie, Mason, Hubley - 6.

Against it:- Aldermen Colwell, Whitman, Ackhurst, Sanford, Bissett, Regan, Schaffner, Cameron, Guildford, Power, Godwin, Burgess - 12.

Alderman Whitman submits the following amendment.

BE IT RESOLVED the matter of the St. Margaret's Bay development be and is hereby referred back to said Committee to confer with the Tramway Company as to the terms upon which the Company will undertake the distribution of electrical power in Halifax and report to Council without delay, and to submit any other contract to this Council for its approval that the Hydro Commission may be willing to make.

The amendment is moved by Alderman Whitman seconded by Alderman Ackhurst and being put is passed 10 voting for the same and 8 against it as follows:

For the Amendment:- Aldermen Colwell, Whitman, Ackhurst, Sanford, Bissett, Regan, Schaffner, Cameron, Guildford, Godwin - 10.

Against it:- Aldermen Finlay, Murphy, Scanlon, Ritchie, Power, Mason, Hubley, Burgess - 8.

Moved by Alderman Ackhurst seconded by Alderman Whitman that the Council do now adjourn. Motion passed.

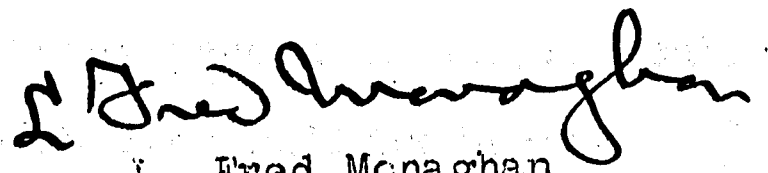
*sent three
copies to
minutes to
Mayor
19/11/21
two copies*

November 16th, 1921.

LIST OF HEADLINES

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Council adjourns 12.30 o'clock.


L. Fred McNaghan,

CITY CLERK.

J.S. Parker,

MAYOR.

EVENING SESSION.

8.10 o'clock,

COUNCIL CHAMBER, CITY HALL,

November 24th, 1921.

A meeting of the City Council was held this evening at the above named hour. Present His Worship Mayor Parker and Aldermen Colwell, Whitman, Ackhurst, Sanford, Bissett, Cameron, Murphy, Guildford, Scanlon, Ritchie, Power, Mason, Godwin and Burgess.

The Council was summoned to proceed with business standing over and the transaction of other business.

LIST OF HEADLINES

(For the purpose of ready reference the list of papers submitted and the list of other headlines are all incorporated in one schedule at the end of the meeting).

HARBOR CHAMPIONSHIP SINGLE SCULL RACE.

Read report City Clerk giving record of single scull races for the Amateur Championship of Halifax Harbor (Cogswell Prize) during the period Hart and Scallion were competitors.

HARBOUR CHAMPIONSHIP RACE
RECORDS OF HART AND SCALLION

* * * *

<u>NAME</u>	<u>FINISH</u>	<u>TIME</u>	<u>CLUB</u>
1910 September 5th.			
James S. Turner	1st.	10 m. 36 2/5 s.	N.W.A.R.C.
James Meagher	2nd.	" "	St. Mary's A.A. & A.C.
Jeremiah Holland	3rd.	" "	St. Mary's A.A. & A.C.
J. Alfred Scallion	4th.	" "	N.W.A.R.C.
F. Reginald Hart	5th.	" "	N.W.A.R.C.
1911 September 23rd.			
J. Alfred Scallion	1st.	10 m. 23 s.	St. Joseph's A.A. & A.C.
F. Reginald Hart	2nd.	" "	N.W.A.R.C.
James Meagher	3rd.	" "	St. Mary's A.A. & A.C.
James S. Turner	4th.	" "	N.W.A.R.C.
1912 September 6th.			
F. Reginald Hart	1st.	10 m. 31 s.	N.W.A.R.C.

November 24th, 1921.

Jeremiah Holland 2nd. ~~10 m. 31 s.~~ St. Mary's A.A.
& A.C.
J. Alfred Scallion 3rd. Oxford A.A.C.

1913 September 3rd.
Stewart W. Cogswell 1st. 10 m. 00 4/5 s. N.W.A.R.C.
F. Reginald Hart 2nd. N.W.A.R.C.
Louis E. Sievert 3rd. N.W.A.R.C.
J. Alfred Scallion 4th. St. Mary's A.A.
& A.C.

1914 September 2nd.
Stewart W. Cogswell 1st. 10 m. 12 3/4s. N.W.A.R.C.
F. Reginald Hart 2nd. N.W.A.R.C.
(J. Alfred Scallion Did not enter).

1915, 1915, 1917, 1918 - The Great War - No Race.

1919 September 20th.
F. Reginald Hart 1st. 11 m. 04 s. N.W.A.R.C.
J. Alfred Scallion 2nd. St. Mary's A.A.
& A.C.

Scallion finished first but race allowed to Hart because Scallion did not turn a buoy.

1920 September 8th.
F. Reginald Hart 1st. 10 m. 31 s. N.W.A.R.C.
Louis E. Sievert 2nd. N.W.A.R.C.
J. Alfred Scallion 3rd. St. Mary's A.A.
& A.C.

1921 September 21st.
F. Reginald Hart 1st. 10 m. 19 2/5 s. N.W.A.R.C.
J. Alfred Scallion 2nd. St. Mary's A.A.
& A.C.
George Power 3rd. St. Mary's A.A.
& A.C.

HART: first 4; second 3; fifth 1.
SCALLION: first 1; second 2; third 2; fourth 2.
Under the rules Hart cannot again compete.

Halifax, N.S. L. Fred Monaghan,
November 22nd, 1921. CITY CLERK.

Messrs. Hart and Scallion being in attendance His Worship the Mayor called upon Mrs. Parker to present the prizes won by them at the race held September 21st. 1921.

Mrs. Parker on behalf of the Race Committee presented to Mr. Hart the Cogswell gold medal and to Mr. Scallion a silver sandwich tray both suitably engraved.

COAL WEIGHERS FEES

Alderman Power called attention of the Council to the fact that at Council Meeting November 10th inst.

November 24th, 1921.

Council ✓
Alderman Ackhurst had given notice of reconsideration of resolution then adopted for the increasing of the fees of Coal Weighers and that at meeting held November 16th, the Council unanimously agreed to postpone consideration of the motion for reconsideration. He protested against further delay and stated he would demand at the next regular monthly meeting of Council that the notice of reconsideration be disposed of.

TAG DAY SEVENTH DAY ADVENTIST CHURCH

Read application Rev. E.M. Chapman, Pastor Seventh Day Adventists Church of Halifax for permission to hold a Tag Day for "European Relief" sometime after Monday the 12th of December, possibly Wednesday the 14th.

Moved by Alderman Power seconded by Alderman Bissett that the application be not granted.

Moved in amendment by Alderman Murphy seconded by Alderman Sanford that the application be treated as all previous applications have been and that His Worship the Mayor arrange the date upon which such Tag Day may be held.

The amendment is put and lost 6 voting for the same and 8 against it as follows:-

*Rev E M Chapman
Chief of Police ✓*
For the Amendment:- Aldermen Colwell, Sanford, Murphy, Ritchie, Mason, Burgess.- 6.

Against it:- / Whitman, Ackhurst, Bissett, Cameron, Guildford, Scanlon, Power, Godwin - 8.

VICTORIA SCHOOL OF ART AND DESIGN--CIVIC GRANT.

Council ✓
Alderman Murphy gives notice that at a future Meeting of Council he will move that the action of Council in respect to Civic Grant to Victoria School of Art and Design at meeting November 10th, 1921 be rescinded.

November 24th, 1921.

SALVATION ARMY MATERNITY HOSPITAL CIVIC GRANT

Read undertaking by Provincial Government to promote legislation authorizing the City to make a grant towards the Salvation Army Maternity Hospital under certain conditions.

Office of Provincial Secretary,
Halifax, 14th November, 1921.

His Worship the Mayor,
Halifax, N.S.

Sir:-

I am directed by the Provincial Secretary to acknowledge the communication of the Assistant City Clerk, dated the 14th of November with respect to the Salvation Army Maternity Hospital Grant and of the Resolution passed by the City Council and am to say that the good offices of the Government will be available to procure the passage of Legislation to amend the enactment authorizing a grant by the City in aid of the Salvation Army Maternity Hospital, so as to provide that the number of cases to be cared for, by the Hospital, free of charge, shall not, in any one case, exceed thirty-five.

Arthur S. Barnstead,
Deputy Provincial Secretary.

Read instrument drafted by the Salvation Army and signed by the Governing Council of the Salvation Army, Canada East by its vice Chairman and Secretary under the seal of that Corporation purporting to be an agreement between the City of Halifax and the Salvation Army in connection with civic grant of \$25,000.00.

A G R E E M E N T

Between

THE CITY COUNCIL OF HALIFAX, NOVA SCOTIA

and

THE GOVERNING COUNCIL OF THE SALVATION ARMY, CANADA EAST.
as to the conditions covering a Grant by the City Council to the Salvation Army, of \$25,000.00, in aid of the Army's new Halifax Hospital Building.

* * * * *

In consideration of the grant of \$25,000.00 by the City of Halifax to aid in the construction of a Maternity Hospital by the Salvation Army, the said Salvation Army or other governing body of that Hospital shall provide accommodation, maintenance and attention, free of charge, for not more than thirty-five such Maternity Cases in each financial year as have previously been provided for by the City in the City Home, and if more than thirty-five maternity cases are admitted during any one financial year the City shall pay for each such case a sum not exceeding the charge made for an un-

November 24th, 1921.

married Mother who is a paying patient. Furthermore, the Mayor of the City of Halifax, and the Chairman of the City Health Board, shall be ex officio members of the Advisory Board of the said Hospital.

The Governing Council
of the
Salvation Army, Canada East.
John M. Millan, Vice Chairman,
John Noble, Secretary.

As supplemental to the resolution passed by this Council November 10th, 1921 in respect to this matter and to be added to the end thereof and to be considered as part thereof Alderman Ackhurst submits the following resolution:

And if more than 35 Maternity Cases are admitted during any one financial year the City shall pay for each such case a sum not exceeding the charge made for an un-married mother who is a paying patient.

The Mayor of the City of Halifax shall always be a member of the Advisory Board of the Salvation Army Maternity Hospital and the Chairman of the City Health Board.

The resolution is moved by Alderman Ackhurst and seconded by Alderman Colwell.

Moved in amendment by Alderman Whitman seconded by Alderman Power that the proposed agreement submitted by the Salvation Army and the amendment submitted by Alderman Ackhurst be referred to the Committee on Laws and Privileges for report.

Alderman Whitman's amendment is put and lost.

Alderman Ackhurst's resolution is put and passed 12 voting for the same and 2 against it as follows:-

For the Resolution:- Aldermen Colwell, Ackhurst, Sanford, Bissett, Cameron, Murphy, Guildford, Scanlon, Ritchie, Mason, Godwin, Burgess - 12.

Against it:- Aldermen Whitman, Power - 2.

Alderman Ackhurst submits the following resolution:

That this Council instruct His Worship the Mayor to pay the grant of \$25,000.00 after consulting with the City Solicitor and the execution of an Agreement in accordance with the resolution passed by the Council and to his approval.

November 24th, 1921.

The resolution is moved by Alderman Ackhurst seconded by Alderman Colwell and being put is passed Alderman Whitman dissenting.

COAL WEIGHERS REPORT FOR OCTOBER

Read report Coal Weighers for October showing each of the permanent weighers to have received for the month \$100.52. Filed.

COAL WEAHER SUPERNUMERARY

Read report Laws and Privileges Committee re application of J.H. Cullymore for appointment as a Supernumerary Coal Weigher.

Committee Room, City Hall,
November 24th, 1921.

To His Worship the Mayor,
and City Council.
Gentlemen:-

At a meeting of the Committee on Laws and Privileges held this day the attached application of J.H. Cullymore for the position of Supernumerary Coal Weigher was read.

The following motion of Alderman Ackhurst seconded by Alderman Burgess was defeated on casting vote of the Chairman.

"That the application be not granted and that the Supervisor be instructed if any further assistance is required to attend to the weighing himself".

~~The Committee recommend the granting of the application.~~

John J. Power,
CHAIRMAN.

By leave of Aldermen Sanford and Guildford members of the Laws and Privileges Committee Alderman Power Chairman of the Committee adds the following clause to the report viz:

"The Committee recommend the granting of the application".

Moved by Alderman Power seconded by Alderman Sanford that the report of the Committee as amended be adopted.

Moved in amendment by Alderman Ackhurst seconded by Alderman Burgess that if the Supervisor of Coal Weighers

Mayor ✓
Auditor ✓
Scriber ✓

November 24th, 1921.

requires any temporary assistance during the coming winter that he apply to the Chairman of the Unemployment Committee for same.

The amendment is put and lost 6 voting for the same and 8 against it as follows:-

For the Amendment:- Aldermen Whitman, Aokhurst, Murphy, Mason, Godwin, Burgess - 6.

Against it:- Aldermen Colwell, Sanford, Bissett, Cameron, Guildford, Scanlon, Ritchie, Power - 8.

The original motion for the adoption of the report as amended is put and passed 8 voting for the same and 6 against it as follows:-

For the Motion:- Aldermen Colwell, Sanford, Bissett, Cameron, Guildford, Scanlon, Ritchie, Power - 8.

Against it:- Aldermen Whitman, Aokhurst, Murphy, Mason, Godwin, Burgess - 6.

Alderman Godwin gives notice of reconsideration.

UNEMPLOYMENT COMMITTEE

His Worship the Mayor informed the Council that there is a present need for the appointment of a Special Committee to act in cooperation with a Committee of the Board of Trade in connection with the unemployment situation and for the consideration of suggestions and activities for the bettering of the condition of those out of work.

His Worship the Mayor nominates as such Committee Aldermen Godwin, Cameron and Whitman.

Moved by Alderman Aokhurst seconded by Alderman Mason that the nominations be approved. Motion passed.

BILL POSTERS LICENSE SURPRISE SOAP

Read report Laws and Privileges Committee recommending the granting of a bills posters license to Frank W. Bixby for the purpose of advertising Surprise Soap.

Council

Ald. Godwin
Ald. Cameron
Ald. Whitman
S. A. Saunders
Mayor

November 24th, 1921.

Committee Room, City Hall,
November 24th, 1921.

To His Worship the Mayor,
and City Council.
Gentlemen:-

Your Committee on Laws and Privileges beg to recommend that Frank W. Bixby be granted a Bill Posters License to distribute Surprise Soap premium books.

J.J. Power,
Chairman.

Moved by Alderman Ackhurst seconded by Alderman Sanford that the report be adopted. Motion passed.

WATER METER BILL FURNESS WITHY CO.LTD. UPPER WATER STREET

Read reports Committee on Works and Assistant City Engineer re Water Meter bill Furness Withy Co. Ltd. Upper Water Street.

City Works Office,
Halifax, N.S. Nov. 23, 1921.

To the City Council.
Gentlemen:-

At a meeting of the Works Committee held on the 23rd inst. the accompanying report of the City Engineer re water bill Furness-Withy Ltd., was approved and recommended to Council for adoption.

A.F. Messervey,
Clerk of Works.

* * * * *

City Engineer's Office,
Halifax, N.S. Nov. 21st, 1921.

F.W.W. Doane, Esq.,
City Engineer.
C i t y.

Dear Sir:-

In connection with the claim of the Furness Withy Co. Ltd., for a reduction in their meter bill for the half year ending March 23rd, 1921, I beg to report that the amount of the bill is \$1,069.70; the consumption for the past three years is as follows:-

	<u>1919</u>	<u>1920</u>	<u>1921</u>
Jan.	511,000	1,057,000	4,582,000
Feb.	1232,000	-----	4,858,000
Mar.	509,000	863,000	838,000
Apr.	-----	-----	-----
May	1125,000	2,300,000	32,200

Ans. by clerk.

November 24th, 1921.

June	-----	-----	64,500 ⁰
July	561,000	2,070,000	67,500-
Aug.	-----	2,017,000	-----
Sept.	244,000	1,135,000	60,300
Oct.	-----	-----	-----
Nov.	1464,000	2,305,000	
Dec.	1057,000	2,627,000	

Their half yearly bills have been as follows:-

	1919	1920	1921
Mar.	\$428.32	\$403.15	\$1069.70
Sept.	328.00	681.98	

It will be seen that the large consumption took place during January and February of this year.

A leak developed in the pipe on the wharf during the middle of the Winter and the owners spent some time and went to considerable expense in trying to locate it. The pipe in places, and in fact where the leak was discovered is over nine feet deep.

The records show that the Company took immediate steps to find and remedy the trouble in the pipe.

I would recommend that the bill for the half year ending March 23, 1921, be made up on the consumption of 7,844,000 gallons, which amount, is arrived at by substituting for the readings during January and February, 1921, those of the same months for 1920.

H.W. Johnston,
Assistant City Engineer.

Moved by Alderman Godwin seconded by Alderman Ritchie that the same be adopted. Motion passed.

WATER METER BILL MRS. HENRIETTA NOLAN 37 ARTZ STREET

Read report Committee on Works and reports (2) City Engineer re Water Meter Bill Mrs. Henrietta Nolan No. 37 Artz Street.

City Works Office,
Halifax, N.S. Nov. 23rd, 1921.

To the City Council.
Gentlemen:-

At a meeting of the Works Committee held on the 23rd inst. the report attached hereto re water bill 37 Artz Street was approved and recommended to Council for adoption.

A.F. Messervey,
Clerk of Works.

* * * * *

City Engineer's Office,
Halifax, N.S. July 20, 1921

Mrs. H. Nolan,
37 Artz Street, City.

Dear Madam:-

Your letter, undated, addressed to the Mayor in reference to the meter at your property, has been referred

Engineer ✓
Clerk of Works ✓
City Collector ✓

November 24th, 1921.

to me for reply. Your water rates having been paid to May 1921, according to your letter, there can be no further charge previous to May 1st.

A meter register is not set back to zero when the inspector reads it, but goes forward as the water runs through it. The inspector visited your house on May 5th to get the reading of the meter at that time, so that the City would be in a position to ascertain how much water had passed through it afterwards. The reading on May 5th. was, as you state, 20,100 gallons; that is the quantity that had run through the meter from Jan. 15th, the date on which the meter was installed, to May 5th, 1921. It is unusual to read the meters once a month, and an inspector visited the house again on the 14th of June. The reading of the meter on that date was 148,800 gallons. Subtracting the reading of May 5th, 20,100 gallons, shows the consumption between May 5th and June 14th, to have been 128,700 gallons - that is, about four times as much as you should have used in a whole year, but it is not an unusual consumption where water is wasting either through leaking pipes or fixtures, such as Water closets. It is for the purpose of preventing such waste, that the meters are installed, and in this case, the meter has evidently justified its existence by showing that in a year, at the rate the water ran in May, you would use about fifty times as much water as you really require.

A plumber should be employed at once to stop the leakage, and if that is done, you would be in a position to ask the City not to press for payment of the whole quantity. If, however, you do not stop the leakage or waste as soon as you know of it, the City would have to ask you to pay for the water used.

I have the reading for July 15th, 151,000 gallons, which shows that in the month from the middle of June to the middle of July you have used only 2200 gallons, a moderate rate. This indicates to me that the waste of water has been stopped.

F.W.W. Doane,
City Engineer.

* * * * *

City Engineer's Office,
Halifax, N.S. Nov. 10/1921.

His Worship the Mayor,
Sir:-

I beg to report on the water bill charged Mrs. Henrietta Nolan for water supply at #37 Artz Street from May to September 1921. Mrs. Nolan claimed that she was not aware that her plumbing was not in first-class condition until she obtained the first reading of the meter. She immediately employed a plumber, and the reading for the second month was only 2200 gallons, while the reading for the next two months was only 2000 gallons per month.

I am of the opinion that Mrs. Nolan acted as promptly as should be expected from her, and consequently, she should not be charged for the water that escaped previous to the calling in of the plumber. I would recommend that she be charged for 10,000 for the four months, instead of the bill as rendered.

F.W.W. Doane,
City Engineer.

November 24th, 1921.

Engineer ✓
Clerk & Works ✓
City Collector ✓

Moved by Alderman Godwin seconded by Alderman Ritchie that the report of the Committee on Works and the report of the City Engineer dated November 10th, 1921 be adopted. Motion passed.

CITY HOME--TENDERS FOR POTATOES AND TURNIPS

Read report Charities Committee re tenders for potatoes and turnips for the City Home.

Halifax, N.S. November 23/1921

His Worship the Mayor,
and Members of City Council.
Gentlemen:-

The Charities Committee met this day and beg to submit the following report, Members present, the Chairman, Aldermen Burgess, Sanford, Scanlon, Hubley and Cameron.

Tenders for Potatoes and Turnips.
Tenders were opened for supplying the City Home with 850 bushels Potatoes and 75 bushels Turnips as follows:

	Potatoes	80¢ bus.	Turnips	1 1/4 per lb.
C.W. Outhit	"	79¢	"	54¢ " Bus.
The Farm Supply Co.	"	70¢	"	55¢ " "
Black & Flinn	"	77¢	"	65¢ " "
Berringer Bros.	"	65¢	"	44¢ " "
Hendry Ltd.	"	83¢	"	75¢ " "
Wentzell Ltd.	"	76 2/3"	"	1 1/4¢ " lb.
Nickerson & Crease	"		"	

The tender of Hendry Ltd. being the lowest is recommended for acceptance.

H.S. Colwell,
Chairman.

Moved by Alderman Colwell seconded by Alderman Cameron that the report be adopted. Motion passed.

TRAMWAY FARES AND ELECTRIC POWER RATES.

Read letter Deputy Provincial Secretary re resolution of City Council November 10th, 1921 in connection with Chapter 181 of the Laws of Nova Scotia 1921 relating to Tramway Fares and Electric Power Rates.

Office of Provincial Secretary,
Halifax, N.S. 14th, November, 1921.

The City Clerk,
City Hall, Halifax, N.S.

Dear Sir:-

I am directed by the Premier and Provincial Secretary to acknowledge your letter of the 11th of November together with extract from the minutes of the City Council of the City of Halifax held on the 10th of November last relating to Chapter 181 of the Laws of Nova Scotia with

for Colwell ✓

November 24th, 1921.

respect to the Nova Scotia Tramways and Power Company, Limited and am to say that the same will be presented to the Government for its consideration.

Arthur S. Barnstead,
Deputy Provincial Secretary.

Moved by Alderman Murphy seconded by Alderman Cameron that the Special Committee appointed May 5th, 1921, re Tramway Fares (See minutes City Council January 20th, 1921) consisting of Aldermen Regan, Murphy and Whitman be appointed a Special Committee to interview Premier Murray in respect to the proclamation, by the Governor-in-Council, of Chapter 181 of the Acts of 1921 without first giving the City of Halifax an opportunity to be heard - See minutes City Council November 10th, 1921.

The motion is put and passed, Alderman Ackhurst dissenting.

CEDAR STREET SEWER RATES ERNEST P. WEBBER

Read letters Ernest P. Webber claiming exemption from payment of Sewer Rates on property Cedar Street with opinion City Solicitor thereon.

Office of City Solicitor,
Halifax, N/S. November 17th, 1921.

His Worship the Mayor,
City Hall.

Sir: Re Webber Claim

I have already in my previous letter dealt with Mr. Webber's contention that his property is not liable for the sewer assessment on Cedar Street on the ground of the short distance between that street and Cherry Street. The statute makes no exemption of such a case from the general liability and there is no power in the Council or any one else to add an exemption on any ground, real or supposed, of its fairness or natural justice.

Mr. Webber, in his subsequent communications, bases his claim to exemption on two sections of the Charter, namely 571 which forbids the acceptance of any street of a less width than sixty feet, and Section 601 which forbids the acceptance of a street or the expenditure of any money thereon until the grading has been done. Neither section is, in my opinion, applicable. Section 645 imposes the liability for a sewer assessment in every case in which a public sewer is built "in any street". "Street" is defined in the interpretation section of the Charter as follows:-

*Ald. Regan ✓
Ald. Murphy ✓
Ald. Whitman ✓
Mayor ✓
Hon. G. D. Murray ✓*

November 24th, 1921.

"Street" includes every street highway, road lane, footway, court, alley, square, passage or bridge, used by the public and every part thereof".

Cedar Street, though not completely made up or formally accepted by the City, has been in use by the public for many years, certainly previous to 1896 when Section 571 was first enacted. There can be no question that it is and has for many years been a "highway" used by the public.

Apart from this, and even supposing the sections quoted affect the question of sewer construction and sewer assessments, as I think they do not, the question would be disposed of by the fact that since 1892 the City has been empowered by an Act of that year to build sewers and lay water mains in streets which have not been formally accepted by the City and to subject abutting owners to the usual liability for their proportion of the cost.

For these reasons, I am of opinion that Mr. Webber's claim to exemption from the ordinary liability is not well founded.

F.H. Bell,
City Solicitor.

Moved by Alderman Ackhurst seconded by Alderman Godwin that this matter be referred to the Laws and Privileges Committee for report. Motion passed.

WATER SUPPLY OUTSIDE CITY LIMITS

Read extracts minutes of Meeting of City Council

October 13th, 1921 as follows:-

"Alderman Whitman gives notice that at a future meeting he will move that the resolution passed City Council August 10th, 1916 re Supply of Water to persons outside the City limits be rescinded".

Also read extract from minutes of meeting of City Council August 10th, 1916 as follows:-

"Read report Board of Control re water extension to properties outside the City limits owned by A.D. McDonald and Daniel Chisholm.

City Hall, August 10th, 1916.

The City Council.
Gentlemen:-

The Board of Control beg to report that they have received an application from A.D. McDonald for one water connection to the 24" main to supply two new cottages on his property adjoining the pipe line on the St. Margaret's Bay Road and also an application from Daniel Chisholm for one connection to the 27-inch main to supply two dwellings on the Dutch Village Road.

It is recommended that these two applications be granted and that the City Council resolve to entertain

City Power
and City Clerk
City Solicitor

November 24th, 1921.

no further applications for extensions of the City's water supply outside the City limits after October 1st, 1916.

A report from the Acting City Engineer is attached hereto, which the Board of Control still has under consideration.

L. Fred Monaghan,
Secretary Board of Control.

* * * * *

City Engineer's Office,
August 10th, 1916.

His Worship the Mayor,
Sir:-

I beg to report on the attached application from A.D. McDonald asking for one water connection to the 24-inch main to supply two new cottages on his property adjoining the pipe line on the St. Margaret's Bay Road and also on the application of Mr. Daniel Chisholm for one connection to the 27-inch main to supply two dwellings on the Dutch Village Road.

It has been the custom up to the present to give connection to houses built at or near the pipe line outside the City limits, under special agreement, the terms of the agreement being that the person desiring the connection pay all the cost of the same and pay an annual rate of 15¢ per thousand gallons-for the water used and a meter rental-with a minimum rate of \$4 per annum; also that the City have the power to cancel the agreement on giving notice,

At the **last** meeting of the City Council a discussion arose over the granting of permission to connect, and the opinion was expressed that persons building outside the City limits and who paid no taxes within the City, should not be granted the privilege of connection on practically the same terms as residents and taxpayers in the City. This objection would not hold in the case of Mr. McDonald, who is a large taxpayer. I am informed by the Assessor, however, that Mr. Chisholm does not pay any taxes in the City.

Our records show that at present there are nine connections to our water mains in the vicinity of the Dutch Village and Margaret Bay Road outside the City limits. I am unable to make any estimate as to the number of applications likely to be made in future for the supply of City water to property owners, as it is impossible to foretell how the property along the pipe line and Margaret Bay Road may be sub-divided.

The names of those at present connected are,-

Henry Piers, A.D. Falconer, Mrs. Harrington, A. Grant, G.K. Butler, T.M. Stanley, A.D. McDonald, Johnston, Mosher.

Should it be decided to increase the amount paid for the privilege of connecting, I would recommend that notice be given to all these persons that the existing agreement will be cancelled on, say the 1st of May, and that they be required to sign a new agreement, containing such terms as the Council may decide before the water will be turned on to them again.

Should the use of the water by these connections be found at any time to interfere with the supply of water to the City, under the terms of the agreement it may be shut off.

H.W. Johnston,
Acting City Engineer.

November 24th, 1921.

Moved by Controller Harris, seconded by Controller Murphy that said report be adopted. Motion passed".

Moved by Alderman Whitman seconded by Alderman Godwin that the resolution passed by this Council August 10th, 1916 in respect to water supply to persons and properties outside the limits of the City of Halifax be and is hereby rescinded.

Moved by Alderman Murphy in amendment seconded by Alderman Godwin that this matter be referred to the Committee on Works for report.

The amendment is put and passed.

Read reports Committee on Works and City Engineer re water supply to persons and properties outside the City limits.

Office of Clerk of Works,
Halifax, N.S. Nov. 10th, 1921.

The City Council.
Gentlemen:-

At a meeting of the Works Department held on the 3rd November the City Engineer submitted a report on supplying water in the county, a copy of which is attached hereto. On motion the report was approved and recommended to Council for adoption.

A.F. Messervey,
Clerk of Works.

* * * * *

City Engineer's Office,
Halifax, N.S. Oct. 31st, 1921.

His Worship the Mayor,
Sir:-

There are fifteen permits for water supplied from the City system to owners of property outside the City limits and one other authorized.

The fourteen agreements already issued, provide for payment of 15¢ per 1000 gallons annually, and a meter rental of \$2. Ten of them provide for a minimum rate of \$4. and four for a minimum rate of \$8. Nine provide for termination of the agreement by one month's notice, and five by three months notice.

Since these agreements were issued, the meter charge has been increased to 20¢ per 1000 gallons.

I would recommend that notice be given to each licensee, terminating the agreement after the time provided for in the agreement, and that new agreements be made, providing for payment of 20¢ per 1000 gallons, meter rental of

November 24th, 1921.

\$2. for half-inch and five-eighth inch meter, and a minimum payment of \$5.00 for each six months period.

F.W.W. Doane,
City Engineer.

Engineer
Moved by Alderman Ritchie seconded by Alderman Godwin that the reports of the Committee on Works and City Engineer be adopted. Motion passed.

WATER EXTENSION STAIRS STREET

Read reports Committee on Works and City Engineer re Water Extension Stairs Street.

Office of Clerk of Works,
Halifax, N.S. Nov. 10th, 1921.

The City Council.
Gentlemen:-

At a meeting of the Works Department held on the 3rd November the City Engineer reported on petition for water extension Stairs Street a copy of which is attached hereto, and on motion the report was approved and recommended to Council for adoption.

A.F. Messervey,
Clerk of Works.

* * * * *

City Engineer's Office,
Halifax, N.S. Oct. 31st, 1921.

His Worship the Mayor,
Sir:-

I beg to report on the attached petition asking for the extension of the water service from Longard Road, or Robie Street, easterly on Stairs Street. Length of pipe required is 320 feet; size, 6-inches; district, high service; estimated cost \$2174.07.

It would be advisable, when the pipe is laid, to extend the service through the whole block, connecting at Agricola Street and installing a fire hydrant at Robie Street. The estimated total cost is \$3355.96.

I recommend that the extension be made, provided the petitioners agree to pay the special rate of \$18.63.

F.W.W. Doane,
City Engineer.

Engineer
Moved by Alderman Godwin seconded by Alderman Ritchie that said reports be adopted. Motion passed.

BLOOMFIELD (OLD) SCHOOL BUILDING CONVERSION TO BUNGALOW

Read letter Board of School Commissioners re the conversion of the old Bloomfield School building, destroyed by

November 24th, 1921.

the Explosion of December 6th, 1917, into a bungalow building for school purposes at a cost of \$25,000.00.

Board of School Commissioners,
Halifax, N.S. November 2nd, 1921.

His Worship the Mayor,
and City Council.
City.

Gentlemen:-

I am directed by the Board of School Commissioners to submit herewith copy of plans and specifications of proposed alterations on the old Bloomfield School, thereby converting it into a four room Bungalow School with a large basement.

The Board requests the kind consideration of the City Council to these plans and specifications, which have been drawn by its Mechanical Superintendent and asks the City's concurrence in them at a cost not exceeding Twenty-Five Thousand (\$25,000.00) Dollars.

S. J. Wilson,
Secretary.

Moved by Alderman Ackhurst seconded by Alderman Whitman that this matter be referred to the Special Committee appointed October 6th, 1921 to confer with a Committee of the School Board in respect to schools accommodation, said Committee consisting of Aldermen Regan, Sanford, Whitman and Ackhurst. Motion passed.

FIRE INSURANCE CITY PROPERTY

Read opinion City Solicitor and letter Col. W.E. Thompson President of the Nova Scotia Board of Fire Underwriters re contract with the North West Mutual Insurance Company for fire insurance on City Property.

Office of City Solicitor,
Halifax, N.S. November 1st, 1921.

His Worship the Mayor,
City Hall.

Dear Sir:- Re - N.W. Mutual Insurance Co.

Since giving my former opinion in this, I have been furnished with a copy of the Policy and have also received certain literature from the Agents of the Company. I have studied these carefully but cannot say that they have made the matter much clearer/

The Policy is stated to be with a Mutual Company, but is also declared to be non assessable, and that on payment of the premium no further liability attaches to the insured. There also appears to be a statute of the State

*Mrs S J
Wilson ✓
Ald Regan ✓
" Sanford ✓
" Whitman ✓
" Ackhurst ✓*

November 24th, 1921.

of Washington, home State of the Association, providing that when a Mutual Association, (it cannot properly be termed a Company) has accumulated a surplus of \$200,000. it may issue non assessable policies and quotations are given from U.S. Courts upholding the validity of such statutes.

It is stated in the literature submitted to me that the Association has reserves in excess of the required amount. Such statements are, of course of no value if legal proof is ever required, nor is there anything to show that they would be available for policy-holders seeking to recover a loss. On so vague a statement of facts and also on so uncertain a question of law, as the effect of a statute of a foreign country in relation to the rights and liabilities of a policy holder in this province, I am unable to say that my former opinion is incorrect, and that it is at all clear that the City will not become liable as an insurer.

But furthermore, assuming there is no liability on the part of the policy holders, the question immediately arises, to whom is the City to look in the case of a loss if all the other policy holders are equally free from liability and the Association itself is unincorporated?

Where such uncertainty exists, I can only say that while a private individual may be perfectly justified for business reasons and on account of its low rate, in accepting a policy of the Association, I do not think a public body is justified in entering into a contract which on the one hand may involve the City in the liability of an insurer, and on the other may leave the City without adequate remedy in case of a loss.

F.H. Bell,
City Solicitor.

* * * * *

Halifax, N.S. November 4/1921

John S. Parker, Esq.,
Mayor of Halifax,
City.

Your Worship:

I thank you for your favour of the 3rd inst. enclosing copy of opinion from your City Solicitor in connection with the Fire Insurance matter upon which I have been pressing you and note that this opinion is in line with his former opinion which I quite expected.

This, however, does not answer my letter of August 30th last and I have to press for an answer at this time. My question is "now that the matter of the legality of the City entering into an Insurance contract, such as has been made, has been settled, what steps does the City intend to take in reference to the contract it has made and what steps has the City taken or is about to take in order to have its property properly insured against fire"?

I would respectfully submit that this is a question which Your Worship should take up at once and settle. There is now no legal question involved but simply the duty of a trustee seeing that the property

November 24th, 1921.

OF HIS trust is properly insured.

Trusting that I may be favoured with your usual promptness in this matter, I remain

W.E. Thompson.

Moved by Alderman Murphy seconded by Alderman Whitman that this matter be referred to the Committee on Laws and Privileges for report. Motion passed.

MOTOR TRUCKS ORDINANCE

Read report Committee on Laws and Privileges recommending for adoption an Ordinance respecting the licensing of Motor Trucks plying for hire.

Committee Room, City Hall,
September 21st, 1921.

To His Worship the Mayor,
and City Council.
Gentlemen:-

At a meeting of the Laws and Privileges Committee held this day the attached extract from minutes of a meeting of the City Council of July 14th. referring back to this Committee its report re Motor Truck Ordinance and covering draft ordinance was read.

Your Committee again recommend without alteration or amendment the said Ordinance for adoption by the City Council.

John J. Power,
Chairman.

Moved by Alderman Ackhurst seconded by Alderman Ritchie that said report be adopted. Motion passed.

Moved by Alderman Ackhurst seconded by Alderman Ritchie that said Ordinance be now read a first time. Motion passed.

Read a first time an Ordinance entitled "An Ordinance in respect to the licensing of Motor Trucks".

An Ordinance in respect to the licensing of
Motor Trucks.

Be it enacted by the Mayor and Council of the City of Halifax as follows:-

1. No person shall ply for hire in Halifax with any truck propelled by Motor Power without having first obtained a license therefor.

2. Such license may be granted by the Committee on Cabs on application therefor.

3. Every such license shall expire on the 30th day of April next succeeding the day on which it is issued.

*W. Power
and City Clerk
Engineer*

November 24th, 1921.

4. The fee payable for such licenses shall be:-
For every Motor Truck of a capacity not greater than
one ton - \$20.00. For every additional ton or a frac-
tion of a ton of capacity \$5.00.

5. The Committee may refuse a license in respect
to any truck which it deems unsuitable for use on the
streets of the City.

6. Every person who operates a motor truck with-
out having first obtained a license under this ordin-
ance shall for each day he so operates be liable to a
penalty not exceeding ten dollars and in default of
payment to imprisonment for a period not exceeding one
week.

City Council
Moved by Alderman Ackhurst seconded by Alderman
Ritchie that said Ordinance be now read a second time.
Motion passed.

Read a second time an Ordinance entitled "An Ordin-
ance in respect to the licensing of Motor Trucks".

LAST POST FUND

Read report Finance Committee re communication from
the Secretary of the "Last Post Fund" Montreal.

Committee Room, City Hall,
November 9th, 1921.

To His Worship the Mayor,
and City Council.
Gentlemen:-

A H D Hair
At a meeting of the Finance Committee held this
day the attached letter of A.H.D. Hair, Secretary-Treasurer
"Last Post Fund" asking for the endorsement by the City
Council of Halifax of a Resolution passed at the Annual
Memorial Services at Fletchers Field, Montreal, on 24th
May last was read.

Your Committee recommend that on account of the
time that has elapsed since the letter was received that it
be acknowledged and filed.

Alfred Whitman,
Chairman.

Moved by Alderman Whitman seconded by Alderman Godwin
that the report be adopted. Motion passed.

CURBS AND GUTTERS LOAN \$4,725.36

Read reports Chairman Finance Committee and City
Engineer re loan \$4,725.36 required to meet abutters share
of cost of Curbs and Gutters laid in 1921 in anticipation
of the payment of same by the abutters.

November 24th, 1921.

Halifax, N.S.
November 24th, 1921.

His Worship Mayor Parker,
and City Council.

Gentlemen:-

The City Engineer has officially notified the City Treasurer under date 23rd inst., that, in accordance with Section 616 of the City Charter, the abutters share of the cost of curbs and gutters constructed during 1921 is \$4,725.36.

It is therefore recommended that the City Treasurer be authorized to negotiate a loan for the sum of \$4,725.36 chargeable to and to be collected from the abutters of the properties interested in the manner laid down by Section 616.

Alfred Whitman,
Chairman Finance Committee.

* * * * *

City Engineer's Office,
Halifax, N.S. Nov. 23rd, 1921.

City Treasurer,
C i t y.

Dear Sir:-

With reference to my letter of Oct. 27th, 1921 I am now able to give you the exact amount which will be chargeable against abutting property owners for their proportion of the cost of laying curbs and gutters.

Under Section 616 of the City Charter and Chapter 63 of the Acts of 1918, the total amount will be \$4,725.36.

F.W.W. Doane,
City Engineer.

The following resolution is submitted:

RESOLVED that the City Treasurer be and is hereby authorized to pledge the credit of the City of Halifax to the Royal Bank of Canada in consideration of a loan of \$4,725.36 to be advanced on account of the Abutters' share of the cost of curbs and gutters constructed during the year 1921 as per statement of the City Engineer under date 23rd inst. and in accordance with Section 616 of the City Charter and Chapter 63 of the Acts of 1918.

The resolution is moved by Alderman Whitman seconded by Alderman Mason and passed.

Moved by Alderman Ackhurst seconded by Alderman Colwell that the Council do now adjourn. Motion passed.

LIST OF HEADLINES

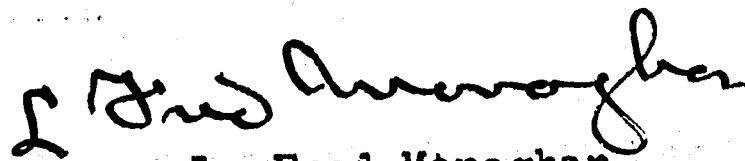
Harbour Championship Single Scull Race - 593.
Coal Weighers Fees - 594.
Tag Day Seventh Day Adventist Church - 595.
Victoria School of Art and Design--Civic Grant - 595.

*City Auditor ✓
City Treasurer ✓
Royal Bank ✓*

November 24th, 1921.

LIST OF HEADLINES (Continued)

Salvation Army Maternity Hospital Civic Grant - 596.
Coal Weighers Report for October - 598.
Coal Weigher Supernumerary - 598.
Unemployment Committee - 599.
Bill Posters License Surprise Soap - 599.
Water Meter Bill Furness Mithy Co. Ltd. Upper Water
Street - 600.
Water Meter Bill Mrs. Henrietta Nolan 37 Artz Street 601
City Home--Tenders for Potatoes and Turnips - 603.
Tramway Fares and Electric Power Rates - 603.
Cedar Street Sewer Rates Ernest P. Webber - 604.
Water Supply Outside City Limits - 605.
Water Extension Stairs Street - 608.
Bloomfield (Old) School Building Conversion to
Bungalow - 608.
Fire Insurance City Property - 609.
Motor Trucks Ordinance - 611.
Last Post Fund - 612.
Curbs and Gutters Loan \$4,725.36 - 612.
Council adjourns 10 o'clock.



L. Fred Monaghan,

CITY CLERK.

J.S. Parker,

MAYOR.