

EVENING SESSION

8.10 o'clock.

COUNCIL CHAMBER, CITY HALL,

January 5th, 1922.

A meeting of the City Council was held this evening. At the above named hour there were present His Worship Mayor Parker and Aldermen Colwell, Mason, Cameron, Whitman, Sanford, Scanlon and Burgess.

Moved by Alderman Mason seconded by Alderman Colwell that the time for meeting be extended until a quorum is present or until 8.30 o'clock. Motion passed.

8.20 o'clock. Roll called, present the above named together with Aldermen Ackhurst, Finlay, Murphy, Ritchie and Hubley.

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).

WORKS DEPARTMENT ACCOUNTS

Read report Committee on Works recommending accounts for payment.

City Works Office, Halifax, N.S.
January 5th, 1922.

City Council.
Gentlemen:-

The Works Committee beg to recommend for payment accounts attached hereto amounting to the sum of \$29,694.73 as follows:-

Internal Health	\$565.19
City Hall Wiring	87.31
Streets	163.03
Street Lighting	3292.04
City Hall Furniture	342.99
Permanent Pavement	561.45
Elec. Wiring Inspection	13.25
Permanent Sidewalks	7.00

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January 5th, 1922.

Teams & Stables	638.98	
Sewerage	1169.72	
Fuel	500.00	
City Hall Lighting	158.45	
Telephones	215.20	
Rents City Property	23.01	
Cleaning Paved Streets	11.86	
Typewriting machines	32.47	
City Property	288.44	
Market Revenue	<u>292.10</u>	8362.49
Water Construction	9149.19	
Water Maintenance	1046.68	
Pumping Plant	<u>32.68</u>	10228.55
Water Construction R.D. Wood & Co.		6495.05
Sewerage Terminals Con.Co.		1899.54
" " "		2035.43
" " "		154.23
Water Construction Stockley Co. Co.		519.44
Water Construction G.W. Cossman		<u>519.44</u>
		\$ 29694.73

A.F. Messervey,
Clerk of Works.

Moved by Alderman Burgess seconded by Alderman Scanlon that the report be adopted and the accounts paid. Motion passed.

POLICE DEPARTMENT ACCOUNTS

Read report Police Committee recommending accounts for payment,

Office of the Chief of Police,
Halifax, N.S. January 5th, 1922.

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

At a meeting of the Police Commission held this date the following named accounts amounting to \$5674.35 were examined found correct and recommended for payment.

C.M. Mosher	Supplies M.P.	4.80
Frank Colwell	Fur Hat	7.50
J.S. Kirkwood	Frock Coats for Police	210.00
Auto Equipment Service	Spring C.C.	8.00
National Drug	Wood Sprits	1.78
Can.Gen. Elec.	Rings	10.66
Halifax Auto Co.	Pinion M.P.	22.40
S.R. Cossey	Cloth Police Pants	139.82
Dr. McFatridge	Destroying horse	3.00
Wm. Stairs Son & Morrow	Bolts	.09
A.R. Cogswell	Photo Supplies	7.20
White Truck Sales Co.	Police Patrol	5230.00
T.O. Allen & Co.	Supplies Office	14.10
Telephone Service		<u>15.00</u>
		\$5674.35

J/S. Parker,
Chairman.

January 5th, 1922.

Moved by Alderman Ackhurst seconded by Alderman
Finlay that the report be adopted and the Accounts paid.
Motion passed.

FIRE DEPARTMENT ACCOUNTS

Read report Committee of Firewards recommending accounts
for payment.

Committee Room, City Hall
January 4th, 1922.

The City Council.
Gentlemen:-

The Committee of Firewards beg to recommend the
following named accounts for payment.

Fire Alarm Signal Boxes

Canadian General Electric	Supplies	\$93.23
Northern Electric	"	5.74
Mar. Tel. & Tel.Co.	"	38.04
Eugene Phillips Electrical Works	"	88.68
Lawrence Hardware Co.	"	4.30
		<u>\$299.99</u>

Fire Alarm Maintenance

Canadian General Electric	Supplies	2.97
N.S. Tram & Power Co.	Light & Power	4.00
Hubley Hardware	Hammer & Handle	2.15
Lawrence Hardware	Supplies	3.89
J. Wonnacott	Lock & Key	1.40
Mar. Tel. & Tel. Co.	Rental	3.00
E.S. Cottingham	Supplies	12.94
		<u>\$ 30.35</u>

Fire Department Maintenance

Thomas Muldowney	Supplies	6.75
Mitchell & McRae	Plumbing	16.17
James Donohue	Repairs	1.28
The Starr Manufacturing Co.Ltd.	"	48.85
Auto Equipment Service Ltd.	Supplies	33.75
American LaFrance Fire Eng.Co.	"	641.26
Gutta Percha & Rubber Ltd.	Boots	120.58
Wm. Collings & Sons Ltd.	Repairs	40.71
Northern Electric Co.	Supplies	.81
N.S. Storage Battery Works	Repairs	191.75
K. McPhee	"	9.70
Adams Transportation Co.	Horse	300.00
Martin & Moore Ltd.	Supplies	9.00
National Drug & Chem.Co.	"	29.19
Halifax Herald	Advertising	5.88
Soulis Typewriter Co. Ltd.	Supplies	1.00
Mark Fisher Sons & Co.	Cloth	121.80
Cragg Bros. Co. Ltd.	Supplies	3.60
Metropolitan Motors Ltd.	"	24.45
C.H. Jordan	Horseshoeing	23.13
O.C. Marriott	"	8.00
H. McFatrige	"	17.28
A.A. Thompson	Supplies	1.75

January 5th, 1922.

Blackadar Bros.	Advertising	4.20
A.H. Lamphier	Repairs	30.00
T. Hogan & Co.	"	38.27
S.C. Thompson	Feed	50.40
Ungar's Laundry	Laundry	46.26
N.S. Tramway & Power Co.	Light	93.01
Maritime Telegraph & Tel. Co.	Telephone	26.45
J.W. Churchill	Charges	1.12
J. Moriarty	Horse	300.00
Dept. of the Provincial Secretary	Motor Car. Reg.	8.00
Colwell Bros. Ltd.	Caps	376.38
W.W. Hoyt	Wiring at Fire Stations	285.94
		<u>285.94</u>

\$2916.72

H.S. Colwell,
Acting Chairman.

Moved by Alderman Colwell seconded by Alderman Murphy that the report be adopted and the accounts paid. Motion passed.

CITY PRISON ACCOUNTS

Read report Committee on City Prison re accounts.

Committee Room, City Hall,
January 4th, 1922.

The City Council.
Gentlemen:-

The Committee on City Prison beg to recommend the following named accounts for payment.

Moirs Limited.	Bread	108.71
M.J. Ritcey & Co.	Groceries	134.48
J.A. Leaman	Beef	96.47
S.C. Thompson	Feed	42.00
J. & M. Murphy Ltd.	Dry Goods	10.64
The Robt. Taylor Co. Ltd.	Boots & Leather	31.42
Neil Fox	Harness Supplies	40.50
Evans & Co.	Hardware	53.00
Fred Johnson	Horseshoeing	16.75
Maritime Tel. Co.	Rental	11.32
Nova Scotia Tramways & Power Co.	Current	19.44
McLeod & Balcom	Gauze and Bandage	3.90
To Portion of Insurance	Premium Board of Works	350.15
R.B. Colwell	Butter & Eggs	20.50
W.P. Meyers	Sausage	6.00
Hillis & Sons Ltd.	Stove Fittings	7.70
Imperial Oil Co.	Floor Dressing	1.43
John T. McKay	Repairs to Cart Wheel	3.00
Irwin & Sons	Drugs	18.90
K. McPhee	Repairs to Wagons	26.50
Frank Adams	Horseshoes	4.00
Thomas Muldowney		14.60
6 Caps (winter)		<u>22.14</u>

\$1043.55

H.S. Colwell,
Acting Chairman.

January 5th, 1922.

Moved by Alderman Colwell seconded by Alderman Sanford that the report be adopted and the accounts paid. Motion passed.

CITY HOME AND TUBERCULOSIS HOSPITAL.

Read report Charities Committee re City Home and Tuberculosis Hospital.

Halifax, N.S. January 4th, 1922.

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 Scanlon, Cameron, Burgess and Sanford. Superintendents Report, City Home Total 322.

The Superintendents report shows that during the month of December 1921 there were 20 persons admitted into the City Home, 1 born, 19 discharged and 3 died. Of the number admitted 6 were chargeable to the Province and 14 to the City. The total number of inmates December 31st. was 322, made up of 190 men, 121 women and 11 children. On the same date last year there were 177 men, 132 women and 6 children a total of 315.

Superintendents Report, Tuberculosis Hospital Total 30

The Superintendents report shows that during the month of December 1921 8 patients admitted to the City Tuberculosis Hospital 3 women and 5 men, 1 woman and 1 man were discharged and 1 woman and 1 man died, leaving in the Hospital on December 31st, 1921 13 women, 15 men and 2 children a total of 30.

Insurance on Boilers, Faulkner & Co. \$128.90

Insurance and Inspection of Boilers was placed with Faulkner & Co. amount insured for being \$10,000.00 for three years at a premium of \$128.90.

Elevator, T.B. Hospital. Otis-Fenson \$4540.00

The tender of the Otis-Fenson for the installing of Elevator at City Tuberculosis Hospital for the sum of \$4540.00 is recommended for acceptance.

City Home Accounts, December 1921 Amount \$5600.78

The following accounts are recommended for payment viz City Home.

Wentzells Ltd.	Groceries & Flour	\$1207.58
W.A. Maling & Co.	Meats	509.14
Davis & Fraser	Mess Pork	65.28
R.B. Colwell	Butter	262.58
City Dairy xxxx	Milk	209.25
T.J. Whalen & Co.	Dry Goods	353.24
S.O. Thompson	Forage	175.09
Geo. E. VanBuskirk Ltd.	Coal	427.39
James Watson	Fish	64.25
N.S. Tram & Power Co.	Light & Power	71.15

January 5th, 1922.

Mar. Tel. & Tel. Co.	Exchange Service	18.41
Globe Laundry Co.Ltd.	Marking Ink	8.00
A. Fordham & Co.	Laces	3.55
D.A. McColough	Neverslip Shoes	5.00
Amherst Boot & Shoe Co.Ltd.	Boots	185.62
The Fleischmann Co.	Yeast	4.90
H. McFatrige	Horseshoeing	10.00
Lawrence Hardware Co.Ltd.	Hardware	70.16
National Drug & Chemical Co.Ltd.	Sundries	4.10
E.C. Hubley	Poultry	38.15
Nickerson & Crease	Oranges	16.00
C.R. Hobin & Co.	Contract for Flashing	105.00
J.H. Huchanan	Cash Expended	235.93
Salaries	December	1551.01
		<u>\$ 5600.78</u>

T.B. Hospital Accounts December 1921 Amount \$1795.62

Wentzells Ltd.	Groceries	128.73
City Dairy Milk	Milk & Cream	113.90
R.B. Colwell	Butter	123.00
W.P. Meyer	Sausages	6.80
Leonard Fisheries	Fish	20.79
Nickerson & Crease	Vegetables	25.20
National Drug & Chemical Co.Ltd.	Balance acct.	1.00
Moirs Ltd.	Bread	35.20
W.A. Maling & Co.	Meats	133.11
City Home	Marking Ink	8.00
McLeod Balcom Ltd.	Drugs	82.88
Moirs Ltd.	Cake	3.06
Maritime Tel. & Tel. Co.Ltd.	Exchange Service	12.76
N.S. Tram & Power Co.Ltd.	Light & Power	74.80
Globe Laundry Co. Ltd.	Laundrywork	40.53
J.H. Buchanan	Cash Expended	102.00
Salaries	December	883.86
		<u>\$1795.62</u>

T.B. Hospital Furnishing Account Dec. 1921 Amount \$3157.80

W.G. Foley	Contract Brickwork	775.00
T.J. Whalen & Co.	Dry Goods	126.29
Surgecal Supplies Co.	Instruments	35.90
W.W. Hoyt	Electric Installing	418.65
Lawrence Hardware Co.Ltd.	Sundry Furnishings	59.56
Webster Smith & Co. Ltd.	Jugs	3.60
F.C. Campbell	Contract Wire Screening	1278.00
T.H. & T. Francis	Furniture	460.80
		<u>\$ 3157.80</u>

Moved by Alderman Colwell seconded by Alderman Burgess that the report be adopted and the accounts paid. Motion passed.

HEALTH BOARD ACCOUNTS

Read report City Health Board recommending accounts for payment.

City Health Board, Halifax, N.S.
January 5th, 1922.

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

I beg to submit for your approval accounts

Gas Bryan

January 5th, 1922.

passed by the City Health Board totalling \$721.61.

J.A. Watters,
Secretary C.H.B.

Isolation Hospital

N.S. Tram Co.	Service	5.67
F.M. Walker	Milk	13.12
A.B. Wilson	Sweeping Chimneys	3.50
Melvin & Co.	Stove Supplies	3.30
Moirs Ltd.	Bread	.70
Hfx. Steam Laundry	Washing	10.17
Howards	Groceries	18.09
R.B. Colwell	Butter & Eggs	28.57
Wentzells Ltd.	Groceries	38.98
		<u>\$122.61</u>

General Account

Maritime Tel. Co.	Service	21.41
H. Lyoon	Taxi Service	12.00
Blackadar Bros.	Advertising	8.40
King's Printer	Copy Statues	2.00
Hfx. Herald	Advertising	17.15
T.C. Allen	Office Supplies	5.05
Morton & Thomson	Flashlight Battert	.45
Kinley's Ltd.	Vaccine	2.00
Geo. Mumford	Milk Equipment	16.05
V.G. Hospital	Examination Milk & Water (per contract)	515.00
		<u>\$ 599.51</u>

Moved by Alderman Finlay seconded by Alderman

Cameron that the report be adopted and the accounts

paid. Motion passed.

GENERAL ACCOUNTS

Read report Finance Committee re accounts.

Committee Room, City Hall,
January 4th, 1922.

To His Worship the Mayor,
and City Council.

Gentlemen:-

At a meeting of the Finance Committee held this day the following named accounts amounting to \$1961.96 including the account of \$116.00 due E.H. Blois for apprehension of Neglected and Delinquent Children were examined found correct and recommended for payment:-

Dr.W.D. Finn, M.E.	Certificates of Death of Geo. Hamilton 12.00, John W. Smith 4.00, Gr.Gordon Thompson 4.00, Mary J. Morrow 4.00, Helen Walsh 4.00, Wm. Hopewell 4.00, Cecelia Rogers 4.00	\$36.00
E.H. Blois	Supt. Neglected & Del- inquent Children, Maintenance of Children 3 mons. to Dec.31/1921	1323.93
E.H. Blois	Supt. Neglected & Delr	

January 5th, 1922.

Children's Aid Society	Children Apprehension, Expenses of Keith Fawcett et al.	116.00
	Expenses apprehension Jos. Ryan et al.	2.50
Office Specialty Co.	Rod for Cabinet	.41
Zwickers Art Store	Moulding	3.00
Religious of the Good Shepherd Maintenance of Girls	K. Mannette from July 1st, to Dec. 31st, 1921	70.00
Religious of the Good Shepherd Maintenance of Girls	Jennie Cobb, et al from Oct. 1st, to Dec. 31st, 1921	156.25
Ross Print	Printing Ordinance	16.00
A. & W. MacKinlay	Sets Assessment City Assessor	186.07
T.C. Allen & Co.	Printing & Stationery Mayor's Office	11.40
	City Collector	10.60
	" Auditor	3.60
	" Treasurer	11.00
		36.60
United Typewriter Co.	Repairs Typewriter City Collector's Office	15.20
		\$1961.96

Alfred Whitman,
CHAIRMAN.

Moved by Alderman Whitman seconded by Alderman
Murphy that the report be adopted and the accounts
paid. Motion passed.

LIBRARY ACCOUNTS.

Read report Library Commission recommending accounts
for payment.

Citizens Free Library,
Halifax, N.S. Jan. 4th, 1922.

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

The Library Commission beg to submit the following bills for payment:--

T.C. Allen & Co.	Books	26.65
A.L.A. Pub. Board.	Subscription	2.00
MacLean Pub. Co.	"	3.00
		<u>\$31.65</u>

L. Barnaby,
Librarian.

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

January 5th, 1922.

ALEXANDRA SCHOOL--EXPROPRIATION HILLIS PROPERTY

Read report Assistant City Engineer covering description of property proposed to be expropriated by the City of Halifax for school purposes.

City Engineer's Office,
Halifax, N.S. June 30, 1922.

His Worship the Mayor,
Sir:-

I beg to submit herewith plan and description of property proposed to be expropriated by the City of Halifax for school purposes at the request of the School Board.

H.W. Johnston,
Assistant City Engineer.

* * * * *

All that lot, piece or parcel of land situate, lying and being at the south-west corner of Cornwallis Street and Brunswick Street, said lot being more particularly described as follows:-

Being at a point formed by the intersection of the south line of Cornwallis Street with the west line of Brunswick Street; thence southerly by the said west line of Brunswick Street, sixty-one feet (61) more or less or until it meets the north line of property now owned by the School Board, known as Alexandra School; thence westerly by the said northern boundary of the said Alexandra School property one hundred feet (100) more or less; thence northerly by the boundary line of the said school property six feet (6) more or less; thence westwardly by the boundary of the said school property for a distance of thirty-three feet (33) more or less, or until it meets the eastern line of property formerly known as the Sons of Temperance Hall; thence northerly by the various courses of the said eastern boundary line of the said Sons of Temperance Hall property fifty-five feet (55) more or less, or until it meets the south line of Cornwallis Street; thence easterly by the said south line of Cornwallis Street one hundred and thirty feet (130) more or less, to the place of beginning.

The above described property being shown colored red on a plan entitled "Plan showing ~~the Hillis property~~ to be expropriated by the City of Halifax for school purposes" signed by F.W.W. Doane, City Engineer, and filed in the City Engineer's Office at Halifax as plan No. 5129.

The following resolution is submitted:-

RESOLVED that the report and plan be approved and that the City Engineer give the necessary notices as required by law that the City will expropriate the said property.

The resolution is moved by Alderman Finlay seconded by Alderman Ackhurst and passed.

City Engineer
Miss Wilson
Premier Murray
Treasurer
Auditor
sent in error to Hon. Geo. Murray.

2720

2720

January 5th, 1922.

EXHIBITION PROPERTY--WATER ACCOUNT

✓ Read reports Clerk of Works and City Engineer re
water account Provincial Exhibition.

Office of Clerk of Works,
Halifax, N.S. January 5th, 1922.

To the City Council.
Gentlemen:-

At a meeting of the Works Department held on the 4th January, the attached report of the City Engineer re water accounts outstanding and payable by the Exhibition Commission was approved and recommended to the Council for adoption.

A.F. Messervey,
Clerk of Works.

* * * * *

City Engineer's Office,
Halifax, N.S. Jan. 4th, 1922.

His Worship the Mayor,
Sir:-

There are accounts outstanding for the supply of water for the Exhibition Commission property, amounting to a total of between \$1,500 and \$2,000.

I have gone carefully over the records and made a statement the copy of which is attached, showing the amount due which Mr. Hall, the Secretary of the Commission acknowledges to be correct. He claims however, that in account No. 4812, cattle barn No. 5, he estimates that there was a loss of over two million gallons after the explosion, which in fairness, there should not be a charge for. Also on account No. 4781, horse barns, there was a loss of five hundred thousand gallons after the explosion.

It has been the practice in such cases to make a reduction. I have no means of ascertaining the approximate quantity except by comparison with former consumption. I believe that the reduction asked for by Mr. Hall is fair, and I recommend therefore that the reduction be made on Account No. 4812 of two million gallons at ten cents, and in account No. 4781 of five hundred thousand gallons at twelve cents.

Mr. Hall states that if this reduction is made the account will be settled without delay.

F.W.W. Doane,
City Engineer.

* * * * *

Office of City Engineer,
Halifax, N.S. Dec. 15th, 1921.

M. McF. Hall, Esq.,
Secretary, Provincial Exhibition Commission,
Halifax.

Dear Sir:-

I have gone carefully into the accounts which the City Collector has on his books against the Provincial

January 5th, 1922.

Exhibition Commission, with the result as stated below.

Statement of Pipe Rates
Accounts unpaid (to May 1922)

To May 1914	Balance	\$30.64
1915	"	100.00
1916	"	90.00
1917	"	90.00
1918	"	90.00
1919	"	90.00
1920	"	51.57
1921	"	51.57
1922	"	68.76
Total.....		\$662.54

Statement of Meter Accounts Unpaid

No. of Account	Period	Reading	Consump- tion	Rate	Amt.	Rental	Total	Location Meter
4180	Sept. 1912	4000	4000	.15	.60			
	Mar. 1913	9400	5400	"	.81	1.41	1.41	311 Windsor St.
	Sept. 1913	12200	2800	"	.42			
	Mch. 1914	16000	3800	.14 $\frac{1}{2}$.56	.98	.98	
	Sept. "	22500	6500	"	.94			
	Mar. 1915	30400	7900	.14	1.10	2.04	2.04	
	Sept. "	37500	7100	"	1.00			
	Mch. 1916	42800	5300	"	.75	1.75	1.75	
	Sept. 1917	62800	7700	"	1.08	1.08	1.08	
	Mar. 1918	68500	5700	"	.80	.80	.80	
	Sept. "	74200	5700	"	.80	.80	.80	
	Mar. 1919	79800	5600	"	.78	.78	.78	
	Sept. "	86000	6200	"	.86	.86	.86	
	Mar. 1920	89900	3900	"	.54	.54	.54	
	Sept. "	96700	6800	"	.96	.96	.96	
	Mar. 1921	102900	6200	"	.87	.87	.87	
	Sep. 1921	105500	8800	.20	2.12	2.12	2.12	
4809	" 1915		4600	.14	.65	1.00	1.65	Administration
	" 1917	151800	12700	"	1.78	.80	2.58	Building
4940	" 1916	108000	69200	"	9.68		9.68	
	" 1917	124700	15500	"	2.17		2.17	East Stables
	" 1918	151200	26500	"	3.71		3.71	Almon Street
	Mch. 1919	191600	40400	"	5.66		5.66	
	Sep. 1919	Average	26500	"	3.71		3.71	
4780	" 1916		35700	"	5.00	1.34	6.34	
	" 1917	1088500	46500	"	6.51	2.00	8.51	
	" 1918	1274200	185700	"	26.00	2.00	28.00	
	Mar. 1919	1677700	403500	"	56.49	2.00	58.49	Horse barns
	Sep. 1919	1954400	276700	"	38.74	2.00	40.74	No. 1, 2, 3, 4.
	" 1920	33100	33100	"	4.64	2.00	6.64	
	Mar. 1921	65100	32000	"	4.48	2.00	6.48	
	Sep. 1921	20000	20000	"	2.80			
		112800	92800	.20	18.56	2.00	23.36	
4781	" 1916	1126500	34200	.14	4.76	1.35	6.09	Hydrant
	" 1917	1379300	1200	"	.26	3.35	3.61	Young Street
	Mch. 1918	1429700	50400	"	7.05	2.67	9.72	Barns
	Sep. "	215600	726900	.12	87.23	4.00	91.23	1, 2, 3, 4.
4782	" 1916		140200	.14	19.63	3.34	22.97	
	" 1917	636100	418100	"	58.53	5.00	63.53	

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No. of Account	Period	Reading	Consumption	Rate	Amt.	Rental	Total	Location	Meter
4811	Sep. 1917	470000	7000	.14	.98	7.50	8.48	Machinery Hall	
	" 1918	541000	71000	"	9.94	7.50	<u>17.44</u>		
4812	" 1917	2875800	154000	.14	21.56	3.30	24.86	Cattle Barn No. 5	
	Mch. 1918	3909100	1033300	10½	108.50	2.67	111.17		
	Sep. "	6569300	2660200	10	266.02	5.33	271.35		
	Mch. 1919	8306500	1737200	10½	182.41	4.00	186.41		
	Sep. "	8581900	275400	14	38.56	4.00	<u>42.56</u>		
4810	" 1917		19400				4.36	West Stables Almon Street Fire Department	
	Mch. 1918		4900				2.01		
	Sep. "		19400				4.71		
	" 1919		10300				5.44		
	Mch. 1920		2100				2.30		
	Sep. "		2600				2.36		
	Mch. 1921		2800				2.40		
	" 1921		1000	14	.14		2.40		
			1100	20	2.22		<u>2.36</u>		
4970	Sep. 1917	146100	29200	14	4.08	1.00	5.08	Arts Building.	
4968	" 1917	25500	3900	14	.54	1.00	1.54	Fisheries Bldg.	
4969	" 1917	69100	18400	14	2.57	2.00	4.57	Arts Building.	
4181	" 1919	362100	24800	14			3.48	317 Windsor St.	
	Mch. 1920	383000	20900	"			2.92		
	Sep. "	408200	25200	"			3.53		
	Mch. 1921	431000	22800	"			<u>3.20</u>		

Account No. 4780 to September 1916 is shown as \$6.34 which is correct. As the bill was sent to you by the City it was \$10.14, which was wrong. Account No. 4782 to September 1916 shows \$22.97, which is right. As it was sent to you by the City it was \$33.28, which was wrong. Account No. 4812 to September 1917 shows \$24.86 which is right. As it was sent to you by the City it was \$24.96 which was wrong.

In the foregoing statement I believe an allowance has been made for all accounts paid by the British Remount Commission.

In your letter of September 13th you asked for a rebate of two million gallons on No. 4812 and a rebate on five hundred thousand gallons on No. 4781. I am prepared to recommend such a rebate to the Works Committee.

Please let me know if the rest of the statement is in error in any way.

F.W.W. Doane,
City Engineer.

P.S. I am returning you meter cards for these two accounts.

Moved by Alderman Ackhurst seconded by Alderman Hubley that the reports be adopted. Motion passed.

JOSEPH STREET OBSTRUCTION

Read reports Committee on Works and City Engineer covering opinion City Solicitor re Joseph Street obstruction.

*Engineer ✓
Ald. Hubley ✓
Collector (2) ✓*

January 5th, 1922.

Office of Clerk of Works,
Halifax, N.S. Jan. 5th, 1922.

To The City Council.
Gentlemen:-

At a meeting of the Works Department held on the 4th January, the City Engineer submitted a report recommending the purchase of a portion of the property of James Burns fronting on Chebucto Road which is required for the opening of Joseph Street, a copy of which is attached hereto; also report of City Solicitor. He further stated verbally that Mr. Burns was agreeable to deeding a strip of land off the balance of his property five feet wide for the purpose of straightening the street line of Chebucto Road, without any additional charge.

It was recommended to Council that the offer of \$900.00 be accepted, and the land purchased forthwith.

A.F. Messervey,
Clerk of Works.

* * * * *

City Engineer's Office,
Halifax, N.S. Nov. 22, 1921.

His Worship the Mayor,
Sir:-

I beg to report on the request of James Burns that the City purchase a width of 60 feet of his property fronting on Chebucto Road which is required for the opening of Joseph Street.

The situation here is one that the City has been trying to avoid and could not exist if the Town Planning Scheme were completed. The property owner would then not be permitted to sell his property in lots, without having a street to reach it. All the lots fronting on the proposed Joseph Street in front of Mr. Burns' property, have been sold, I understand, and the original property owner has left the new property owners to make the best of it.

I am very reluctant to recommend that the general taxpayer should pay for the trouble caused by a speculation of a property owner, but I can see no other way out at present, and as the Town Planning Scheme will be adopted in the future, I hope that there will be no repetition of this situation. Mr. Burns asks \$1000 for the property, but agrees, if the matter is settled at once, to take \$900, and I would recommend that his offer be accepted and the property purchased, so that there will be access to Joseph Street, on which several houses are already erected.

I am not aware that Mr. Burns is in any way to blame.

F.W.W. Doane,
City Engineer.

* * * * *

Office of City Solicitor,
Halifax, N.S. December 23rd, 1921.

His Worship the Mayor,
Chairman Committee on Works.
Dear Sir:- Re Burns Property

I made a verbal report on this some time ago, which I now beg to confirm;

January 5th, 1922.

~~which I now beg to confirm;~~

There is a good paper title back to purchase by the Quinn's, previous to this the title, as I am informed rests on possession of which, of course there are no records. The title was tried out in an action in the Supreme Court a few years ago and determined to be a good title by possession. Upon this I have to take the word of the Solicitor who tried it, Mr. Davison. There is a mortgage on the property held by a Mr. Mac Intyre, which he is prepared to release, amount due on the property which will be taken out of the purchase money.

In other respects the title is satisfactory and I recommend its acceptance.

F.H. Bell,
City Solicitor.

Moved by Alderman Hubley seconded by Alderman Cameron that the reports be adopted. Motion passed.

MILK BOTTLING FACTORY DUNCAN STREET

Read petition against the establishing of a dairy or milk bottling factory on Duncan Street in the residential district.

Moved by Alderman Ackhurst seconded by Alderman Hubley that the petition be filed. Motion passed.

ELECTRIC WIRING OF FIRE STATIONS

Read report Committee of Firewards re electric wiring of Fire Stations.

Committee Room, City Hall,
January 4th, 1922.

The City Council.
Gentlemen:-

The Committee of Firewards met this day present Aldermen Colwell, Acting Chairman, Sanford, Scanlon and Cameron.

The Committee beg to report that in response to advertisement in the newspapers tenders were received for electric wiring at Fire Stations as follows:-

	<u>Central</u>	<u>Bedford Row</u>	<u>West St.</u>	<u>Quinpool Rd.</u>
Farquhar Bros.	\$445.00	\$529.00	\$606.00	\$485.00
Dorey Electrics	398.00	520.00	660.00	522.00
Arthur & Conn	357.75	463.50	637.75	335.50
Cragg Bros.	393.00	438.00		490.00
W.W. Hoyt	370.00	435.00	208.00 602.00	450.00

It is recommended that contracts for the work according to specifications prepared by the City Electrician be awarded as follows:-

*Engineer
Clark & Walsh
Solicitor*

Engineer

*27 m
cc*

January 5th, 1922.

Central Station - Arthur & Conn Ltd.	\$357.75
Bedford Row Station - W.W. Hoyt	435.00
West Street Station - W.W. Hoyt	602.00
Quinpool Rd. Station - Arthur & Conn Ltd.	<u>335.50</u>
	Total cost.....\$1730.25

The lowest tender in each case is recommended. All the tenders are submitted herewith.

H.S. Colwell,
Vice Chairman.

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

STREET PAVING BARRETT COMPANY CONTRACT

Read reports Clerk of Works and City Engineer re Barrett Company Street Paving contract.

Office of Clerk of Works,
Halifax, N.S. Jan. 5th, 1922.

To the City Council.
Gentlemen:-

At a meeting of the Works Department held on the 4th January the attached report of the City Engineer re Barrett Company's contract for paving streets was recommended to the Council for adoption.

A.F. Messervey,
Clerk of Works.

* * * * *

City Engineer's Office,
Halifax, N.S. Jan. 4th, 1922.

His Worship the Mayor,
Sir:-

At a meeting of the Council held on the 10th of November the question of policy in connection with the Barrett Company's contract for paving streets was referred back to the Works Committee to discuss with the Company with a view to settlement if possible.

There have been several conferences with representatives of the Company, and suggestions have been made, without prejudice, for settlement by compromise.

The total amount unpaid on the contract is \$27,637.22. The Company agree, without prejudice, to accept \$22,000.00 as payment in full with guarantee bond for four years.

Estimating the life of the work as closely as we are able to do under the circumstances, I am of the opinion that it would be a fair compromise. We have made an estimate carefully, but I do not desire to record the figures, I would recommend that the settlement as stated be approved by the City without prejudice, and the Works Committee authorized to carry it out.

F.W.W. Doane,
City Engineer.

*Chief Fire Dept.
City Electrician
As Godwin
W.W. Hoyt
Arthur & Conn*

January 5th, 1922.

*Engineer ✓
Clerk of Works ✓
Solicitor ✓*

Moved by Alderman Ackhurst seconded by Alderman Hubley that the reports be adopted. Motion passed.

NORTH WEST ARM SEWER--TENDERS FOR CONSTRUCTION

Read reports Clerk of Works and City Engineer re tenders for construction North West Arm Sewer.

Office of Clerk of Works,
Halifax, N.S. January 5th, 1922

To the City Council.
Gentlemen:-

At a meeting of the Works Department held on the 5th inst. the tender of Whalen and Cossman was recommended to Council for acceptance, the contractors to furnish security satisfactory to the Works Committee and to agree to a clause being inserted in the contract covering the employment of a bona fide citizens of Halifax. Engineer's report on tenders attached.

A.F. Messervey,
Clerk of Works.

* * * * *

City Engineer's Office,
Halifax, N.S. January 5th, 1922.

F.W.W. Doane, Esq.,
City Engineer.

Dear Sir:-

I have compared the prices submitted for the construction of the North West Arm Sewer, on the basis of the estimated quantities, with the following results:-

Whalen & Cossman	\$29,712.10
Gorman & Peckham	31,819.00
Stockley Construction Co.	33,424.00
Bianco & McDonald	35,919.20
Nova Scotia Construction Co.	40,936.60
Terminals Construction Co.	47,246.75
N. Dasokallino	47,568.30
M.H. McManus	74,991.25
Foley & McLean	75,658.00

My own estimate of the cost of the sewer was, \$37,055.00.

H.W. Johnston,
Assistant City Engineer.

Moved by Alderman Ackhurst seconded by Alderman Hubley that the reports be adopted. ~~***~~ Motion passed.

VICTORIA SCHOOL OF ART AND DESIGN CIVIC GRANT

Read undertaking by Provincial Government to promote legislation to legalize payment of grant of \$1,000.00 to Victoria School of Art and Design.

Engineer ✓

January 5th, 1922.

Office of Provincial Secretary,
Halifax, 20th December, 1921.

The City Clerk,
Halifax, N.S.

Dear Sir:-

I am directed by the Premier and Provincial Secretary to acknowledge your letter of the 16th of December forwarding a resolution passed by the City Council, requesting the good offices of the Government at the next session of the Legislature to procure the passage of Legislation requiring the payment of the sum of \$1,000.00 to the Victoria School of Art and Design, notwithstanding the fact that the school may not have been complying with the requirements of the Halifax City Charter.

I am instructed to advise you that the good offices of the Government will be available to procure the necessary Legislation for the payment of the sum of \$1,000.00 to the Victoria School of Art and Design.

Arthur S. Barnstead,
Deputy Provincial Secretary.

Filed.

SUPERANNUATION ASSESSMENTS JOHN R. BOURKE

Read reports Finance Committee and Board of Trustees of Officials Superannuation Fund re superannuation assessments John R. Bourke late Inspector City Health Department.

Committee Room, City Hall,
January 4th, 1922.

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

At a meeting of the Finance Committee held this day the attached report of the City Treasurer on the application of Mrs. Frances M. Bourke, Widow of late Health Inspector, J. Bourke for a refund of the balance paid into the officials superannuation fund by Mr. Bourke was read.

Your Committee recommend that the report be adopted and the sum of \$162.00 being the amount equal to the difference between the amount he has received and the total amount of his contributions to the fund be paid to Mrs. Bourke.

Alfred Whitman,
Chairman.

* * * * *

City Treasurer's Office,
Halifax, N.S. Jan. 3rd. 1922.

His Worship Mayor Parker,
and City Council.

Gentlemen:- Attached please find letter from Frances M. Bourke, widow of the late inspector J.R. Bourke. According

Auditor ✓
Solicitor ✓
Treasurer ✓

January 5th, 1922.

to the records the late Mr. Bourke paid into the Official Superannuation Fund as follows:-

1911 - Salary	\$720.-	\$28.80	1916 - Salary	\$840.-	\$33.60
1912 - "	720.-	28.80	1917 - "	1000.-	40.00
1913 - "	840.-	33.60	1918 - "	1000.-	40.00
1914 - "	840.-	33.60	1919 - "	1200.-	48.00
1915 - "	840.-	33.60	1920 - "	1300.-	52.00

Total \$372.00.

The Official Superannuation Fund had paid him May 1st, 1921, August 1st, 1921 November 1st, 1921 - 3 quarters @ \$70.00 - \$210.00.

Sec. 302 City Charter reads "If any official or employ-ee who has been Superannuated dies before he had received in allowances an amount equal to his contributions, leaving a wife or child who is a minor or who is dependent upon him, such wife or child shall be entitled to receive from the fund, in one payment an amount equal to the difference between the amount which he had received and the total amount of his contributions, without interest". The amount of the difference is \$162.00.

James J. Hopewell,
City Treasurer.

Approved. J.S. Parker,
Mayor.

Alfred Whitman,
Chairman Finance Committee } Board of
W.W. Foster, } Trustees
City Auditor. }

Moved by Alderman Whitman seconded by Alderman

Finlay that the reports be adopted. Motion passed.

WATERSHED CITY WATER SUPPLY LONG LAKE--E.L.FENERTY

Moved by Alderman Murphy seconded by Alderman Hubley that E. Lawson Fenerty be permitted to submit certain petitions and to address the Council. Motion passed.

Mr. Fenerty addresses the Council and reads and submits the following letter.

To Your Worship Mayor Parker,
and the Aldermen of the City of Halifax.
Gentlemen:-

Last spring I had several applications for the purchase of lots on the St. Margarets Bay Road near the Chain Lakes dam and pipe house, and also on the Long lake watershed near Halls Pond. Locations had been made and terms agreed upon, when one of the applicants Mr. Marriott told me he had been advised that the City did not intend to allow dwellings if erected to remain on that part of the road, he would not buy therefor unless he was assured he could keep. I at once spoke to Mr. Johnston who confirmed Mr. Marriotts information, and suggested that I

January 5th, 1922

submit a proposition to Mr. Doane looking to a final settlement for all the land within my boundaries that was needed by the City to protect its water supply.

I did so about eight months ago, offering to adjust on a mutually satisfactory basis that was reasonable, as I have not heard from him, I must conclude that he intends that I should deal xxx direct with you.

I am sure you will realize how unfair it is to me that I should be held up by the City and prevented from utilizing my property, which it seems I cannot do until I know definitely just what the City intends taking.

As property values are increasing it would seem that the City interests would be served by an early settlement.

Under the circumstances I respectfully urge that immediate steps be taken to adjust this matter.

E.L. Fenerty.

Moved by Alderman Ackhurst seconded by Alderman Whitman that the letter be referred to the Committee on Works for report at next meeting of Council. Motion passed.

ST. MARGARET'S BAY ROAD DIVERSION AT E.L. FENERTY PROPERTY.

E. Lawson Fenerty with the permission of the Council reads and submits the following letter with respect to property of his adjoining the diverted portion of the St. Margaret's Bay Road at Chain Lakes.

To Your Worship the Mayor,
and the Aldermen of the City of Halifax.
Gentlemen:-

Before building the new dam, foot of chain lakes, to improve the City's water supply in 1897, it was necessary for the City to acquire the St. Margaret's Bay Road bordering the western shore of the lakes, as it would be submerged.

An act was therefor obtained vesting in the City all that part of the road from a point opposite my house lot, to the head of upper chain lake, upon the completion of a new road by the City.

As only that part of the road above the new dam would be submerged, all of the rest from its eastern junction with the new part to the City's boundary line below the Pipe house, was not required for the purpose of the act in question, except as a right of way.

As all of the lots abutting on this part of the road would be injured both in value and legally if it remained in the City's possession, a Bill was introduced in the House of Assembly, which would amend the original Act and transfer that part again to the control of the Province, It was read the second time and referred to Committee, Hon. Wm. Roche Chairman.

Engineer
Club of Workers

January 5th, 1922.

City Solicitor MacCoy and Mr. Doane represented the City, and the late Ptk. Kehoe and myself the property owners before the Committee; after the discussion of the matter and consultation by the Committee, the Chairman announced, that the amendment would be adopted, and the part of the road in question would revert to the Province.

After consulting Mr. Doane, Mr. MacCoy requested that the City be allowed to transfer by a deed in lieu of the proposed amendment to the Act, this was accepted by the Committee and owners as a satisfactory settlement; Mr. Roche for the Committee, advising Mr. MacCoy that the deed he completed in sufficient time before the House rose.

I called at the City Hall several times, was finally shown the deed and given a promise that it would be recorded at once.

At the time of the interference by the City with the sale of lots within my boundaries, I looked up my titles and could find no record of the deed in question.

I have to request therefor, that you will take immediate steps to have the deed recorded, and give the property owners the legal status to which they are entitled, and as directed by the Committee of the House of Assembly in 1896.

E.L. Fenerty.

Moved by Alderman Ackhurst seconded by Alderman Whitman that the letter be referred to the Committee on Works for report at next meeting of Council. Motion passed.

LOAN \$49,332.00 SEWER AND WATER EXTENSION

Read report Finance Committee recommending a loan of \$49,332.00 for Sewer and Water Extension.

Committee Room, City Hall,
January 4th, 1922.

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

At a meeting of the Finance Committee held this day the attached extract from minutes of a meeting of the City Council held on the 15th December covering report of City Engineer re funds required for sewer and water services was read.

The Chairman Alderman Whitman reported verbally that he had interviewed the Manager of the Royal Bank with reference to temporary financing and that the Bank had agreed to loan to the City a sum not exceeding \$50,000.00 of which \$29,332.00 was for Sewer Extension and \$20,000.00 for Water, if the City required the money for work as per reports of City Engineer dated December 12th, 1921 and December 15th, 1921.

*Engineer
Chas. J. Walsh*

January 5th, 1922.

Your Committee recommend that His Worship the Mayor and City Treasurer be authorized to negotiate with Royal Bank for said loan of \$49,332.00, \$29,332 of which is for Sewer Extension and \$20,000.00 for Water Extension.

Alfred Whitman,
CHAIRMAN.

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

SINKING FUNDS INVESTMENT

Moved by Alderman Whitman seconded by Alderman Murphy that the matter of Sinking Funds Investment be referred to the Finance Committee for report at an early date. Motion passed.

ORDINANCE RE COAL WEIGHERS FEES

Read Ordinance re Coal Weighers Fees, increasing same from six cents to twelve cents per ton weighed.

An Ordinance to Amend Ordinance No. 28 of the Weighing of Coal and Coke.

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

Ordinance Number 28 of the City of the Weighing of Coal and Coke as amended by Ordinance Number 42 is hereby further amended by striking out the word "six" in Section 7 thereof and substituting the word "twelve".

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

Read a first time an Ordinance entitled "An Ordinance to amend Ordinance No. 28 'Of the Weighing of Coals and Coke'".

Moved by Alderman Colwell seconded by Alderman Finlay that said Ordinance be now read a second time. Motion passed.

Read a second time an Ordinance entitled "An Ordinance to amend Ordinance No. 28 'Of the Weighing of Coals and Coke'".

Engineer ✓
Auditor ✓
Clerk of works ✓
Treasurer (3) ✓

Alfred Whitman ✓
Clerk ✓
Solicitor ✓
Treasurer ✓
Auditor ✓

January 5th, 1922.

ORDINANCE RE COAL WEIGHING

Moved by Alderman Ackhurst seconded by Alderman Colwell that the Ordinance relating to the weighing of Coals and Coke read a first time and a second time at meeting of City Council August 12th, 1921 be now read a third time. Motion passed.

Read a third time an Ordinance entitled "An Ordinance to amend Ordinance number 28 'Of the Weighing of Coal and Coke'".

An Ordinance to amend Ordinance Number 28 of the Weighing of Coal and Coke.

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

Ordinance Number 28 of the City of Halifax of the Weighing of Coal and Coke is hereby amended by adding the following sections to immediately follow Section 5:-

5 A. The certificate shall be in the form in the schedule hereto and shall be contained in a book of such certificates with a counterfoil for each certificate. The certificate shall show the name of the person selling the coal, the date of delivery, the name of the purchaser, the amount of coal thereby certified, and the name of the weigher, and all writing thereon shall be in ink. The forms of certificate shall be furnished by the persons selling the coal.

5B. No coal weigher shall act in any capacity for any person selling coal, and any weigher so acting may be dismissed from office by the Council.

Schedule.

Name of seller	}	Name of seller
Date		Date
Weight certified		Certificate for
Purchaser		pounds of coal
Address		Delivered to

		Name of Weigher.

		Sworn City Weigher.

*Letter
Hon SH Murray*

Moved by Alderman Ackhurst seconded by Alderman Colwell that said Ordinance having been duly read three times in Council be now adopted and forwarded to the Governor in Council for approval. Motion passed.

HYDRO ELECTRIC POWER--LETTER HON.E.H. ARMSTRONG

Read letter Hon. E.H. Armstrong, Chairman of the Nova Scotia Power Commission re Hydro Electric Power.

January 5th, 1922.

The Nova Scotia Power Commission,
Halifax, Nova Scotia,
January 5, 1922.

John S. Parker, Esq.,
Mayor, City Hall,
Halifax, N.S.

Mr. Dear Mr. Mayor: Re St. Margaret's Bay Development

The Commission was very much disappointed that the announced meeting of the City Council to be held on Tuesday night last was further postponed. I notice by a Local in one of the morning papers that the City Council is to meet to-night. The local, however, expressly states that the above subject matter is not to be discussed, and that the Hydro Committee will not likely report to the Council until sometime next week. I am authorized by the Commission to express their very sincere disappointment if this local is reliable.

In the opinion of the Commission, the matter has now reached such a stage that the City Council should declare itself. The Commission has been ready for some time now to deliver power, and it must be apparent, not only to the Special Committee, but to the City Council that further postponed of a decision is unfair, not only from a public standpoint, but to the Commission.

On the 2nd day of September last, the City Council, by Resolution, decided to negotiate with the Commission to purchase the electrical current produced at St. Margaret's Bay. It was further provided that this contract was to be negotiated by a Special Committee who were "to report back to the City Council within ten days for final approval". I need not recall what has occurred in the interim. I need not further recall that on the 16th of June last, the City Council adopted a Resolution, respectfully requesting the Power Commission not to conclude any contract with any private Company; and it seems unnecessary to also recall that by a Resolution of the City Council adopted on the 27th of November, 1919, the Power Commission was requested not only to acquire the St. Margaret's Bay water powers, but to develop them "at the earliest possible moment, and to take such measures as might be required in that behalf". Giving every possible deference to this official request of the City, the Commission has endeavoured by every known means available to carry out the same, and to negotiate with the representatives of the City Council with a view to conclude not only the general principles but the details of a proposed contract.

Further, the Commission has bona fide deferred to the wishes of the City in discontinuing its negotiations with other possible purchasers of its power, developed from the above system. And, further, the Commission has bona fide endeavoured to carry out the suggestions contained in the Resolution of the City adopted on the 27th of November, 1919.

The Commission, therefore, authorize me to say to the City that it is most essential that this matter be dealt with by the City Council at once. And they further instruct me to ask you to be good enough to bring this matter to the attention of the City Council at to-night's meeting, and to respectfully convey to the members of the Council the earnest desire of the Commission that a conclusion be reached without any further postponement. I must, therefore,

January 5th, 1922.

Mr. Mayor, respectfully request that this matter receive the attention of the City Council, and that the Commission be advised immediately of its action.

E.H. Armstrong,
Chairman.

Mayor → Moved by Alderman Whitman seconded by Alderman Ritchie that a Special meeting of the City Council be held on Tuesday Evening, January 10th inst. at 8 o'clock to deal with the matter of Hydro Electric Power and that the Special Committee on this subject be requested to submit their report on the matter at said meeting. Motion passed.

BLOOMFIELD SCHOOL RECONDITIONING

Alderman Ackhurst submits the following resolution:

That this Council advise the Board of School Commissioners and Governor in Council that it concurs in the request of the Board of School Commission to spend a sum of money not exceeding twenty five thousand dollars to rebuild the Old Bloomfield Common School for the use of Auxillary Classes.

Further the City Council also calls the attention of the Board of School Commission and the Governor in Council to the fact that the House to be purchased by the Board of School Commission on Brunswick Street, north of Alexandra School could be fitted up at small expense to take care of the overcrowding in St. Patrick's Girls and Alexandra School until such a time as the City feels it can afford to provide better accommodation.

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

Moved in amendment by Alderman Whitman seconded by Alderman Finlay that this matter be deferred pending receipt of report from the Special Committee appointed to report on the matter of Bloomfield School and Schools accommodation.

The amendment is put and lost 4 voting for the same and 8 against it as follows:-

For the Amendment:- Aldermen Whitman, Finlay, Cameron, Scanlon - 4.

Against it:- Aldermen Colwell, Ackhurst, Sanford, Murphy, Ritchie, Mason, Hubley, Burgess - 8.

*Jan. 10/22.
Hon. Geo. W. Murray
Miss S. J. Williams*

January 5th, 1932.

The original motion is put and passed 8 voting for the same and 4 against it as follows:-

For the Motion:- Aldermen Colwell, Ackhurst, Sanford, Murphy, Ritchie, Mason, Hubley, Burgess - 8.

Against it:- Aldermen Whitman, Finlay, Cameron, Scanlon - 4.

Alderman Finlay gives notice of reconsideration.

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

LIST OF HEADLINES

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Police Department Accounts - 656.
Fire Department Accounts - 657.
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Council adjourns 9.50 o'clock.

L. Fred Monaghan
L. Fred Monaghan,
CITY CLERK.

J.S. Parker,
MAYOR.

Council ✓

EVENING SESSION

8.10 o'clock.

COUNCIL CHAMBER, CITY HALL,

January 10th, 1922.

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

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).

HYDRO ELECTRIC POWER

The following named papers are submitted:-

- I. Minutes (January 6th, 1922) Special Committee on Hydro.
- II. Report Alderman Power, a Member of Hydro Committee.
- III. Minority report Alderman Regan.
- IV. Letter Hiram Wier, Editor The Evening Mail.
- V. Letter Hon. E.H. Armstrong, as published in Evening Mail.
- VI. Question asked City Solicitor by Alderman Cameron.
- VII. City Solicitor's Reply to Alderman Cameron's Question.
- VIII. Letter Board of Trade covering Resolution.
- IX. Letter Tramways Company--Electric Energy for City at Cost.
- X. Order-in-Council re Hydro Electric Power.

January 10th, 1922.

All of the foregoing documents were read in Council by the City Clerk in the order named.

The following named papers were submitted and laid upon the table but were not read in Council, each member having been furnished with a copy viz:-

- XI. Taking over of Hydro-Electric--Opinion City Solicitor.
- XII. Letter Alderman Guildford re Proposed Contract.
- XIII. Letter Hon. E.H. Armstrong urging prompt decision.
- XIV. Letter Power Commission covering schedules of Cost.
- XV. Letter Alderman Regan re Cost of Development.
- XVI. Letter City Electrician re Quantity of Energy to be
Delivered.
- XVII. Letter Power Commission re Interest on Capital
Expenditure.
- XVIII. Letter Power Commission re Proposed Contract.
- XIX. Draft Contract No. 3-- Power Commission and City.
- XX. Amendments to Draft Agreement No. 3.
- XXI. Draft Amendment City and Tramway Company.
- XXII. Letter Alderman Regan re Cost of Development.
- XXIII. Letter Mayor to Power Commission re Contract.
- XXIV. Letter Power Commission to Mayor re Contract.
- XXV. Questions asked City Solicitor by Alderman Regan.
- XXVI. City Solicitor's reply to Alderman Regan's Questions.

PAPERS READ

I. MINUTES (JANUARY 6th, 1922) SPECIAL COMMITTEE ON HYDRO

Present: His Worship the Mayor, Aldermen Regan, Murphy, Power, Ritchie, City Electrician, City Engineer, City Solicitor.

Draft Contract No. 3. of Power Commission Taken Up.

Alderman Power moves that Contract No. 3 be reported favorably to the Council, conditional on the guarantee of the Government of Nova Scotia as outlined by the Premier in his letter of the 16th November 1921, being obtained and validated by appropriate legislation. Alderman Murphy seconds. Same passed Alderman Regan dissenting.

January 10th, 1922.

Draft Contract prepared by the Solicitor between the City and the Nova Scotia Tramway & Power Company taken up clause by clause.

Clause 1 Alderman Power suggests that City should have the right to prevent Company from entering into any further amalgamation or reorganization. Suggestion not adopted.

Clauses 2 & 3 Passed

Clause 4 Agreed to include right in the City to receive energy required for the power as well as light. With this alteration, clause adopted.

Clause 5. Suggested that in this clause, also clauses 2 and 3, that time be made in the essence of the Contract.

Clause 6. Alderman Power suggested that after the word "Contract" in the third line the following words be added:- namely: "and without restricted generality of this Section in particular".

Clause 7. Adopted. Alderman Murphy suggesting that a temporary contract be entered into with the Tram Company for a short period, but suggestion not adopted.

Alderman Power moves that a copy of the Proposed Contract be sent to the Nova Scotia Tramway & Power Company.

RESOLVED by the majority of the Committee that the suggested contract be sent to the Company on Saturday morning with further suggestion by Aldermen Ritchie and Murphy that the Company be asked what amount of paving the Company was prepared to do yearly in the event of their entering into a contract with the City.

II. REPORT ALDERMAN POWER A MEMBER OF HYDRO COMMITTEE.

Halifax, Nova Scotia,
January 10th, 1922.

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

As a member of the Special Hydro Electric Committee of the City Council which has had now for some months past before it the negotiating of Contracts between the Nova Scotia Power Commission and the City of Halifax and between the City of Halifax and the Nova Scotia Tramway and Power Company Ltd. with regard to the acquisition of the St. Margaret's Bay development. I wish to say that the Committee have had many interviews with the Power Commission and two with partially qualified representatives of the Tram Company and in the result I beg to report as follows:-

1. I recommend to the Council that the City of Halifax enter into a contract--known as draft Contract No. 3, for taking over the development at St. Margaret's Bay therein provided for and elsewhere, in the terms of the said draft contract mentioned. The various reports and papers on file show the obvious merit of the development and the great possible advantage in store for the City of Halifax by its introduction here.

2. I recommend that the City having secured the said development under the said contract No. 3 that thereupon it take all necessary steps and all incidental and accessory ones to distribute the said energy in the

January 10th, 1922.

City of Halifax because of the inability of the City to secure from the Government of Nova Scotia a proper guarantee by the Government that the Power Commission will carry out the terms of Contract No. 3 as indicated in the letter of the Honorable Mr. Murray to the Mayor of the City in November last and because of the inability of the City to procure any sufficient contract from the Tram Company with regard to the regulation and control of rates by the City, and because of the financial position of the Tram Company and its attitude in these negotiations which looked only to its ability to finance its enterprise and practically ignored any service it might do for the City.

John J. Power.

III. MINORITY REPORT, ALDERMAN REGAN

Halifax, N.S.
January 9th, 1922.

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

As one member of the special hydro electric committee of the City Council holding different views on this matter from the other members of the Committee excepting those of His Worship the Mayor, who is Chairman of the Committee, I deem it my duty to present a minority report and go on record that it is impossible to negotiate any contract with the Power Commission in regard to the St. Margaret's Bay development which as trustees for the taxpayers the members of this Council should adopt.

The document now before your honourable body, known as Contract No. 3, was prepared by the Power Commission and is stated to be the Commission's final word. It is an agreement that no responsible business man would subscribe to especially as it binds the City for the long period of thirty years, and contains every conceivable iron-clad provision to leave absolutely no release for the City and no possible means of obtaining any reduction of the huge obligation of many millions which the City is required to undertake no matter how fully the warnings of our engineers as to the physical defects of the development or the careful estimates of the business men of the community as to the probable excessive cost of the plant and current are realized when it is too late.

Some of the main features of the contract may be summarized as follows:

1. The Power Commission on their side are entitled to cancel the contract for any default by the City. The City cannot cancel the contract for any default whatever on the part of the Commission or any failure of the plant or undertaking. The City must fulfil its entire financial obligation no matter what happens. The contract provides that in case of default by the City the Commission may not only cancel the contract but sue the City for all damages which may include the whole capital outlay. The City cannot sue the Power Commission

January 10th, 1922.

for any damages as legislation of 1920 exempts the Commission from any action at law except for property expropriated.

2. No rebate or reduction in the City's payment is allowed in case of the suspension of the plant for shortage of water or storms or accidents of any kind for any period. No matter what happens the City must pay the pound of flesh.

3. Contract No. 3 it ought to be most clearly understood is not as popularly expected a simple agreement between buyer and seller to sell and purchase a specified quantity of current at a specified price. The Power Commission have refused to discuss any such business like proposition. All mention of price for current is eliminated from every part of the agreement.

4. Contract No. 3 is substantially a blind agreement on the part of the City to buy and pay for the whole plant and development at St. Margaret's Bay including transmission lines to the City, but in keeping with the rest of this extraordinary document the title and administration of the property remains forever with the Commission with full power on the Commission's part from time to time to make any further expenditures that it deems desirable, in connection with the development, undertake any litigation, appoint any staff and pay any salaries which the Commission may consider requisite, all at the expense of the City, and the City will have no option but to pay the bills, and any dispute regarding same will be determined by the Commission and the decision of the Commission in every such matter is final from which there is no appeal. An appeal to the courts or to the Board of Public Utilities which was suggested by the City has been disallowed.

5. In Contract No. 3 there is no amount stated and no limit set to the amount which the City is to pay for the plant and property referred to in the preceding paragraph. It is a cheque signed in blank by the City and passed over to the Commission to be filled in by the Commission after the Commission determines the present amount of the City's obligation but the right is reserved to the Commission to increase this amount from year to year to include new expenditures which the Commission may deem necessary to make or incur. A suggestion from your committee that the City's obligation be limited by basing payment on a certain price per unit for current received but not to exceed one cent was not entertained. An alternative suggestion was then presented that the plant and property should be subject to independent valuation by the Board of Public Utilities. This reasonable proposal met the same fate as all other safeguards advanced on behalf of the City. The result is if this contract is accepted the City is obligated to pay an unknown price for the plant and property. From data available this amount, spread over thirty years with charges, will aggregate between eight and nine million dollars. It will include payment for lakes, lands, dams, pipe line, machinery, transmission lines. All litigation and legal and engineering expenses, interest, sinking fund, renewals, depreciation, salaries, Commissioner's fees, etc. etc. and also repayment to the Commission of an item of

January 10th, 1922.

sundries called "General Construction \$720,642.43" which is large enough to merit mention. The City's annual payment will be between \$300,000 and \$350,000. at least. It is difficult to be definite as the Power Commission has refrained from furnishing the City with information as to book cost and expenditure and engineering data. Information asked for by the City has not been supplied and meagre information received from the Power Commission proved to be incomplete.

6. Contract No. 3 not only binds the City to pay for all past expenditure in connection with St. Margarets Bay but is formal authority to the Commission to go ahead and complete the balance of the development at St. Margarets Bay for the City's account. A request sent to the Commission by His Worship the Mayor for information as to the estimated cost of this further development has not so far been complied with.

7. The expenditures and obligations up to a recent date were reported by the Commission as \$1,831,623.10 but it transpires that a considerable amount was overlooked and omitted from the statement and \$2,000,000 is probably more nearly correct. Comparing this with the estimated cost of the work only two years ago - \$900,000 - clearly extinguishes all hope of cheaper electrical energy from St. Margaret's Bay. Under the estimate of 1919 the current was to cost 0.8 or eight-tenths of a cent at the city limits. It is most conservative to conclude that under the huge expenditure which has been made, current will cost at least one and one half cents which is a great disappointment as it will be no improvement on steam generated electricity under normal conditions.

8. The City Engineer with a long experience in the district west of the City in the collection and storage of rainfall has placed on file an opinion that the power estimated by the Power Commission to be available from St. Margarets Bay will not be realized and that the calculations of the Commission in regard to rainfall and runoff are extravagant. The consensus of opinion in the engineering profession in Nova Scotia among those identified with storage of water for municipal uses is wholly, so far as can be learned, in line with the general views of the City Engineer. Contract No. 3 offers the City no assurance or relief against shortage of water and no compensation when the necessity arises to provide an auxiliary plant. Previous mayors and councils have dealt with this difficult electrical problem as trustees and representative business men on shrewd safe lines and would not permit the City to become entangled in any of the many schemes which have come forward from time to time. It would be regrettable if the present council which has successfully handled many big civic problems in the past three years should with eyes open commit the City to the worst scheme of them all.

9. In regard to civic control your Committee is of the opinion after very careful consideration that even if the project were a sound business like enterprise there is absolutely no way in which any civic control could be exercised. The Power Commission retain the title and administration of the generating plant and transmission lines and the Board of Public Utilities have lately been given additional authority by the Governor-in-Council to completely regulate the rates and conditions of distribution of the current in the City.

John W. Regan.

IV. LETTER HIRAM WIER, EDITOR THE EVENING MAIL

Halifax, January 10th, 1922.

J.S. Parker, Esq.,
Mayor of Halifax,
Halifax.

Your Worship.

Late this afternoon the writer received a statement from
Hon. E.G. Armstrong, Chairman of the Nova Scotia Power Commission,

January 10th, 1922.

refuting reports that have been circulated throughout the City today alleging that there had been "graft" and "gross waste" of public money in the construction of the St. Margaret's Bay Hydro Development, and which were commented on in the earlier edition of our publication.

As these rumors are apparently being circulated by persons having ulterior motives, we are forwarding for your information and the information of the Council, a copy of Hon. E.H. Armstrong's statement, with the request that you make same public when the City Council convene tonight.

H. Weir,
Editor, The Mail.
Per C.R.H.

V. LETTER HON. E.H. ARMSTRONG AS PUBLISHED IN EVENING MAIL.

To Editor of the Mail.

Sir:-

The Members of the Commission have read your article in today's issue of the Mail outlining what you term startling "charges" made by one of the Aldermen of the City, whose identity at his own suggestion is not disclosed.

Whilst the Commission regret that any interested person has not the courage to attach his name to such allegations, the Commission is of the opinion that in order that there may be no hesitacy on the part of the public in understanding the attitude of the Commission, to ask you to publish the following reply:

The startling "charges are in brief that the cost of the St. Margaret's Bay Development has been shockingly excessive; that whilst the engineers' estimate of the cost was less than one million dollars it would "probably" cost three millions; that there had been gross waste of public money and that there has been graft and gross mismanagement.

1. The Commission from the outset has specifically and persistently courted the fullest and freest examination of all the matters entering into the cost of the St. Margaret's Bay Development, either by the City Aldermen or any other persons interested or who might represent the City. All costs that have entered into the St. Margaret's Bay development are detailed and the Commission recognizes its duty to the public that its books and accounts are open books and are now and have always been open and available in so far as the bills of expenditure are concerned. The Commission desire me to place on record and to repeat and emphasize this fact and to further state that it is ready now and has been at all times ready, and will court the fullest and most searching enquiry into the cost of every detail of what is known as the St. Margaret's Bay Development.

2. The Commission further desires to assert without fear of successful contradiction that the cost of the St. Margaret's Bay Development is not excessive compared with other hydro-electric developments.

3. The work of development of the St. Margaret's Bay water powers has been carried on under the supervision of Messrs. Mitchell and Mitchell, well-known and well-recognized, perhaps the best consulting hydro-electric experts in Canada and of recognized probity. It is a part of the Commission's contract with Messrs. Mitchell and Mitchell that they are to advise concerning tenders and contracts for construction and equipment and to supervise construction of the undertaking until the plant is put into commercial operation, and to give personal attention to said work so as to give full effect to the above.

No steps has been taken by the Commission without the advise and supervision of these engineers and all work has been carried on to their satisfaction. The greater part of the work has been done under tender and contract, the bills of which are open to any Alderman of the City. This fact has been known to the City and to all the Aldermen and

January 10th, 1922.

invitations have been extended to them from time to time to investigate these contracts. All payments made under contract are supported by vouchers and were only paid when approved by these engineers and not a dollar has been expended otherwise.

4. The Commission is unaware that there ever was any estimate that the cost would be less than one million dollars or that such an estimate was ever made. The Commission's estimate when conditions were such that anything approaching a satisfactory estimate could be made, was that the cost would be one million, eight hundred thousand (1,800,000) dollars, and this cost in the opinion of the Commission will closely approximate the final result.

THE NOVA SCOTIA POWER COMMISSION,
E.H. Armstrong,
Chairman.

VI. QUESTION ASKED CITY SOLICITOR BY ALDERMAN CAMERON

315 Barrington Street, Halifax, N.S.
January 7th, 1922.

To His Worship Mayor Parker,
City Hall, Halifax, N.S.

My dear Mr. Mayor:-

With the least possible delay, will you be good enough to get from our City Solicitor, Mr. Bell, his opinion in writing as to whether or not Sub-section 1, Section 1, of the Commission's Draft is a guarantee of a definite quantity of Eighteen Million kilowatts per year, or is it a cleverly worded paragraph without any meaning as to guarantee of quantity.

Your kind attention will greatly oblige.

H.W. Cameron.

VII. CITY SOLICITOR'S REPLY TO ALDERMAN CAMERON'S QUESTION

Office of City Solicitor,
Halifax, N.S. Jan. 9th, 1922.

His Worship the Mayor,
City Hall.

Dear Sir:-

In reply to Alderman Cameron's enquiry I can only quote clause in the Draft Contract No. 3 as amended, which reads as follows:

" The Commission Contracts:

(a) To reserve, and deliver and supply to the City from the St. Margaret's Bay project as said project is now or may hereafter from time to time be developed.

(1). Electrical power and energy up to a total of eighteen million kilowatt hours per year, which quantity the Commission undertakes shall be available from said project".

I think this is, so far as the Commission is capable of making such a contract, a definite contract to supply power up to the figure named, which would in the case of an ordinary commodity against an ordinary contractor be enforceable by an action for damages for failure or compliance, but as I have said again and again, the Commission does not stand in the position of an ordinary contractor, and the guarantee of anything which depends upon a natural supply of water, has not in my judgement any meaning.

January 10th, 1922.

If it is intended to submit such a supplement such an intention could be written clearly into the Contract.

F.H. Bell,
City Solicitor.

VIII. LETTER BOARD OF TRADE COVERING RESOLUTION

Board of Trade,
Halifax, N.S.
January 10th, 1922.

His Worship Mayor Parker,
City Hall, City.
Your Worship:-

At a special meeting of the Council of this Board held yesterday afternoon, the following resolution was passed:-
"THAT the Council of the Halifax Board of Trade approves of the Contract for hydro-electric as outlined in the Power Commission's Draft No. 3 dated December 24th, 1921".
In compliance with a subsequent resolution, I am submitting copies of this letter to each member of the City Council.

E.A. Saunders,
Secretary.

IX. LETTER TRAMWAYS COMPANY--ELECTRIC ENERGY FOR CITY
AT COST

Nova Scotia Tramways & Power Co.Ltd.
Halifax, N.S. January 10th, 1922.

His Worship the Mayor,
Halifax, N.S.
Dear Sir:-

At the various meetings held between the Civic Hydro Committee and this Company the subject of the City securing electric energy at cost for street lighting and other strictly civic purposes was discussed. In order that the Company's position on this subject may be clear beyond any doubt we beg to advise you that in the event the Company distributes the St. Margaret's Bay power - whether the power is purchased from the City or from the Power Commission direct - the Company is willing that the City reserve enough electrical energy for its street lighting and other strictly civic purposes to the end that the City may count upon getting its current at actual cost measured at the head of the Arm.

W.L. Weston,
Manager.

X. ORDER IN COUNCIL RE HYDRO ELECTRIC POWER

Certified copy of an Order of His Honour the Lieutenant Governor of Nova Scotia in Council, dated the 10th day of December, A.D. 1919.
* * * * *

The Nova Scotia Power Commission in a report dated the 7th day of November, A.D. 1919, state that the Commission in pursuance of the Powers vested in them by the Power Commission Act, Chapter 6 of the Acts of 1919;

1. Directed their attention to the consideration of the possibility of supplying cheaper power to the City of Halifax and vicinity and in that connection have made and caused to be made certain investigations of what are generally known as the St. Margaret's Bay water powers.

January 10th, 1922.

2. The Commission were influenced in directing their attention to these well known water powers by various obvious reasons, viz;

- (a) They have been under consideration for some years for this purpose but satisfactory development for some reason or other was not progressing although some steps have been taken by the Halifax Power Company, designed for their partial development.
- (b) The City of Halifax and vicinity considered as a large and industrial centre with every evidence of expansion, seemed to call for early attention in order to meet the increasing and acute demands for cheaper power and in considerable quantities.
- (c) The proximity of these powers to the City of Halifax, the distance to them being very short as electrical transmission goes at the present time.

3. In every step taken by the Commission in this connection they have been advised by the most eminent engineering officials that they could secure and the following conclusions are concurred in by them. The opinion is expressed that a survey of the general situation as to power possibilities within reasonable transmission distance of Halifax, undoubtedly indicates these powers as being the most advantageous for first development by which to supply the present and future market of Halifax. It is also suggested that not only do these powers lend themselves to the necessary expansion in so far as the sequence of construction within themselves is concerned, but they lie in such relation to other power sites such as the St. Croix, Gaspereau, Sackville and others that the later development of these other powers further distant would enable all to be connected to one general electrical system.

4. The evidence submitted to the Commission coupled with such consideration as the Commission were able to give to the water, justify them in reporting with confidence.

(a) That when completely developed as hereinafter recommended, these particular powers will furnish ready to be distributed within the City of Halifax, 11,260 h.p. continuously on the ordinary commercial basis of 40% load factor or 29,500,000 k.w. hrs, per year which is roughly 2 1/2 times the electrical energy used in the City of Halifax for the calendar year 1918.

(b) That the existing market in Halifax and vicinity amply justifies the complete development of these power sites.

(c) That the development of these powers and the transmission of the energy derived therefrom to the City of Halifax ready for distribution therein can be secured on terms that are financially and economically sound and will give the public an opportunity of procuring electric energy for light and power at a lower rate than is apparently otherwise possible.

5. The development contemplated and which they recommend comprises a group of three power stations so designed as to utilize the waters of the Northeast and Indian rivers both flowing into St. Margaret's Bay. It is proposed that all the available water with the watershed of these two rivers be collected, and by means of extensive storage reservoirs in the numerous head lakes, made available to be used as desired by the several power stations according as the market or other conditions may from time to time warrant. It is first proposed to secure and control the water of the Northeast river at the head dam to be erected at Coon Pond at an elevation of 250' above sea-level. From this point the water is to be carried by a flume to a station at Mill Lake under a head of about 160'. This would constitute Development No. 1.

It is next proposed to secure the water of the Indian River after its collection and control in various storage reservoirs by erecting a head dam at Sandy Lake at an elevation of about 200' above sea-level, whence it will be carried in a flume to the power station at

January 10th, 1922.

Development No. 1, for convenience and economy, this power Development No. 2, will be combined with No. 1, in the same building.

The combined water of the two rivers which thus becomes available at this point, after it has been used and has done its work, is released into Mill Lake on the Northeast river at an elevation of about 90' above the sea. It is proposed to use this combined water supply again by means of a head dam at the foot of Mill Lake and a third flume to a power station to be located at tidewater near the mouth of the Northeast River and to be known as Development No. 3. By these methods of development, the entire heads from the headwaters are fully utilized in their descent to the sea and the waters of the two rivers turned to their fullest combined advantage.

While the sequence of the respective developments may be influenced by the power requirements, the Commission are advised that they are also influenced by the nature and relative value of the water available from the respective rivers. The proposed installation at Development No. 1 is 2,730 horse-power; at Development No. 2, 3,460 horse-power; and at Development No. 3, 5,070 horse power. The Commission are advised that while it is obvious that Development No. 1, in connection with which some work has already been done, should be first built, there are reasons why Development No. 3 should be built next. It has not only the largest capacity of the three, but is the most economical in first cost and operation per unit of capacity. This sequence of development would of course involve the construction of storage dams on the Indian River in conjunction with Development No. 3 pending the construction of Development No. 2, whereby the water from Indian river is made available for development No. 3, some improvements in an existing, natural, high-water channel between Little Indian lake and Mill lake and Mill lake will accomplish this purpose.

The Commission having due regard to the urgency and necessity for as prompt action as possible are influenced by these representations and report and recommend their adoption viz: the initial installation of two power plants, at Developments Nos. 1 and 3 above, with No. 2 to be proceeded with as circumstances require. These two developments will deliver 7,800 h.p. or 20,500,000 k.w. hrs. per year in Halifax.

6. In arriving at the conclusion in this report the Commission have been very materially assisted by considerable data collected from various investigations of these powers. Especial reference is made to the valuable information furnished the Commission by Mr. K.H. Smith, Chief Engineer of the Nova Scotia Water Power Commission whose reports, advice and knowledge have been made readily available and by which the Commission have much influenced. The conclusions to which the Commission have arrived have his full concurrence. It is also well known that the Halifax Power Company has made a detailed investigation of these powers and has made some progress in the construction of Development No. 1 along lines similar to those the Commission are recommending for approval. The work of the Halifax Power Company the Commission are advised has all been carried on under competent engineering advice so that the reliability of the data as to the quantity of power available appears to be generally acknowledged and in that connection there is a body of evidence that seems convincing and satisfactory. The Commission however, thought it both advisable and expedient to take further engineering advice and accordingly called into consultation Mr. Charles H. Mitchell, of C.H. & P.H. Mitchell, Toronto, Canada, consulting and Supervising Engineers. Mr. Mitchell although familiar with the general situation, came to Halifax and conferred with the Commission and in Company with them again visited the locus and after conferring with Mr. Smith and devoting further study, confirms the Commission in their report and recommendations.

7. While the Commission recognize that details of the cost are yet to be completed, the question of initial construction costs and the yearly cost of operation and maintenance as well as essential financial

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considerations concerning the soundness of the proposals were fully gone into and upon this aspect they quote from Mr. Mitchell's report as follows:-

"The Estimates for the Gross Capital Costs of the three developments will consequently aggregate the following:-

"Nos. 1 and 3 developments if built together, providing for additional storage (part of No. 3) and for the suggested \$220,000.00 of overhead preliminary costs\$920,000.00

"No. 2 development if built subsequently having deducted \$20,000 for storage dams already constructed with Nos. 1 and 3..... 280,000.00

Grand Total cost.... \$1,200,000.00

"The annual cost of operation and maintenance for these various plants obviously becomes less per Horse Power (or unit of Kilowatt Hour) as the development increased. In the following summary provision is made not only for the actual operation and maintenance charges for the stations and lines but for the annual overhead charges of interest, sinking fund to retire bonds and for depreciation, renewals, insurance, etc. In the consideration of these ample amounts are provided which may be accepted with confidence as being sufficient to meet all exigencies. The estimated amounts for the respective developments are as follows:-

"No. 1 Development, Annual Cost.....\$71,000.00

No. 3 Development, in combination with No. 1..151,000.00

No. 2 Development combined with Nos. 1 and 3..207,000.00

The \$220,000 of "overhead preliminary costs" has been provided in order to cover any so-called "Rights and Preliminary Expenses" with which it may be found necessary to deal. As it has come to the knowledge of the Commission that the Halifax Power Company has abandoned its work, it is obvious that provision must be made for at least some expenditures of this nature.

The cost of power delivered in Halifax with allowance as detailed above and when all developments are completed, will be in the neighborhood of 0.70 cente per k.w.hr. or about one-half the present cost of producing energy in Halifax.

8. While the advantage to Halifax and vicinity as well as the country at large of the development of these powers, having in mind the rates mentioned is obvious, special mention may be made of the following:-

- (a) The development of these powers as outlined will place Halifax in a position comparable with other centres in the Dominion of Canada already supplied with electrical energy in large amounts.
- (b) The development of the sites in question by the Commission will result in bringing power to Halifax at a rate very materially less than can be brought about by development in other ways which have been suggested due to the saving thereby brought about in raising capital and the saving made by spreading necessary overhead over a considerable development at the outset.
- (c) The development of these powers by the Commission will ultimately lead to decreasing rates and increasing reliability of service due to the inter-connection by the Commission of these power sites with other possible developments in the province thereby securing the advantage of large consumption, diversity of use and connection to a number of generating stations.
- (d) The development of these powers by the Commission will offer an opportunity for the prevention of a duplication of electrical service systems in the City of Halifax since it has been shown by long experience that a duplication of such service is not desirable in the public interest or conducive to cheap electrical energy.

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9. The Commission therefore recommend that under the provisions of section 14 of said Power Commission Act and with respect to the said Water Powers, they be authorized to

(a) construct, maintain and operate works, machinery and plant for generating electrical energy and for transmitting the same;

(b) to (1), See Act attached)

The Lieutenant Governor by and with the advice of the Executive Council of Nova Scotia is pleased to approve of the said report, to order in accordance therewith, and to authorize the Commission accordingly.

Arthur S. Barnstead,
Clerk of the Executive Council.

PAPERS TABLED

XI. TAKING OVER HYDRO ELECTRIC--OPINION CITY SOLICITOR

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

His Worship the Mayor,
City Hall,
Dear Sir:- Re Hydro Electric

In response to Alderman Ritchie's request that I put in writing my reply to his request for my opinion as to the meaning of the resolution of Council of 19th of August last, "that the City take over the power developed by the Nova Scotia Power Commission at St. Margaret's Bay", I can only repeat that I cannot tell. I can say that in the sense of creating any contract between the City and the Power Commission or imposing any legal obligation on the City, it has no effect whatever. As to any other significance every member of the Council must determine for himself.

F.H. Bell,
City Solicitor.

XII. LETTER ALDERMAN GUILDFORD RE PROPOSED CONTRACT

Halifax, N.S.
December 12th, 1921.

John Parker, Esq.,
Mayor of the City of Halifax.
Your Worship:-

It was said in Council that the Committee on the Hydro Power would consider any suggestion that any Alderman might wish to offer regarding the contemplated contract, permit me to offer the enclosed as embodying what I consider most important.

R.A. Guildford.

* * * * *

Attention of the City Council Hydro Committee.

Addition Clause b.

Save and except that in no case shall the amount assessed exceed the sum of one cent per kilo-watt hour of the total amount of Electrical Power delivered.

Section 9.

And in the event of the City sustaining monetary loss by the non-deliv-

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ery of the said Electrical Current from any of the above causes the Government or Commission shall make good the amount.

R.A. Guildford.

XIII LETTER HON. E.H. ARMSTRONG URGING PROMPT DECISION

The Nova Scotia Power Commission,
Halifax, Nova Scotia.
December 12th, 1921.

J.S. Parker, Esq.,
Mayor, City Hall.

Dear Mr. Mayor:-

You will recall that when the last conference between your Special Committee and the Power Commission was held on the 23rd of November, no conclusions were reached and no assurances were given that it was likely a contract would be entered into between the City Council and the Power Commission.

At that time, your Committee intimated that they would like a further delay of at least one week, on the understanding that in the meantime this Special Committee would take into consideration a proposed contract based on terms which would be acceptable to the City Council. I beg to remind you that as far as the Commission is concerned, no progress has been reported. I beg further to respectfully point out that if the City Council propose to enter into a contract, this delay is against the best interests of the City, and in the second place, it is most embarrassing to the Power Commission.

As far as the St. Margaret's Bay System is concerned, with the exception of a second unit at the mill lake generating station, which was destroyed on test at the factory, the whole system is now ready for commercial operation. It is most unfortunate, therefore, that these delays in our negotiations, which preclude an arrangement, are making it impossible to utilize the energy now available at St. Margaret's Bay. I may further point out, for the information of your Special Committee, that the operation of the whole system up to date, including generators, switching equipment and transmission line, has been quite satisfactory, both mechanically and electrically.

At the risk of being charged with undue pressure, and perhaps intimidation, I must again urge upon your Special Committee and upon the City Council the necessity of an immediate decision as to whether or not it is the intention of the City Council to enter into a binding contract with the Power Commission in the terms of the Statute. I must emphasize the necessity of an early reply, and beg again to repeat what I stated to your Committee on the occasion of our last conference that the Commission does not hold itself under any obligations not to enter into negotiations with other possible purchasers.

E.H. Armstrong,
Chairman.

XIV. LETTER POWER COMMISSION COVERING SCHEDULES OF COST

The Nova Scotia Power Commission,
Halifax, N./S. Dec. 16th, 1921.

J.S. Parker, Esq.,
Halifax, N/S.

My Dear Mr. Mayor:-

Enclosed find statement showing the actual payments up to date in connection with the development of hydro electric energy

January 10th, 1922.

at St. Margaret's Bay for the City of Halifax also the balance due on all outstanding contracts. We are also enclosing you a statement showing how the annual charges are made up and which amounts to \$200,000 per annum. We feel confident that the annual charges will not exceed the figures quoted.

With this information together with that furnished you from time to time, our Commission feel that you are in a position to have the whole power question, so far as the City is concerned, brought to a head at once and respectfully request a prompt decision on the part of the City. The Commission also feel that they have furnished all the information in their power but if there is any additional information which you desire and which we are in a position to give you we will gladly do so and the Commission holds itself ready to confer with you at any time.

However we desire to point out that a decision should be reached promptly as it is absolutely impossible to permit of any further delay. No, one, we are sure, realizes this more fully than you do yourself. Our Commission have repeatedly pressed for a decision on the part of the City and have endeavored in every way possible to assist you in arriving at a satisfactory decision. We are still anxious to assist you but in justice to ourselves and the Public generally we must insist, as already pointed out, that we be advised at once as to whether you do not intend entering into a formal contract for the hydro electric energy developed at St. Margaret's Bay at the request of the City.

We are calling your attention to the urgency of this matter in view of the fact that we have not had any reply to the letter written you by the Chairman of our Commission on the 12th inst.

R.H. MacKay,
Secretary.

* * * * *

Halifax, N.S. December 15th, 1921.

Statement in connection with development of Hydro Electric Energy at St. Margaret's Bay for the City of Halifax.

	Amount expended to date.	
Lands & Rights.....	\$186,286.98	
Engineering.....	35,369.55	
General Construction.....	720,642.43	
Pipe Lines.....	223,160.70	
Electrical Equipment,.....	219,881.75	
Transmission.....	138,400.86	
Hydraulic Equipment.....	110,219.84	
Big Indian Lake Dam.....	19,885.10	
Pockwock Lake Dam.....	18,478.78	
Five Mile Lake Dam.....	8,783.99	
Miscellaneous.....	6,320.61	
Maintenance.....	2,107.19	
Interest.....	1,695.26	
Canadian National Railways	5,390.06	\$1,696,623.10
	Amount Payable on outstanding contracts	
Engineering.....	12,000.00	
Pipe Lines.....	18,000.00	
Electrical Equipment.....	41,000.00	
Hydraulic Equipment.....	9,000.00	
Big Indian Lake Dam.....	55,000.00	135,000.00
		<u>\$ 1,831,623.10</u>

January 10th, 1922.

Halifax, N.S. Dec. 16th, 1921.
St. Margaret's Bay Hydro Electric Plant
Annual Charges.

<u>Capital Account</u> -	
\$1,850,000 @ 6%	- \$111,000.00
<u>Sinking Fund</u> -	
\$1,850,000 @ 1 1/2%	- 27,750.00
<u>Line Loss, Cost of Operating</u> supervising, maintaining, repairing, renewing and insuring	- 61,250.00
	<u>\$ 200,000.00</u>

XV. LETTER ALDERMAN REGAN RE COST OF DEVELOPMENT

Halifax, N.S.
December 20th, 1921.

His Worship the Mayor,
City Hall.
Dear Mr. Mayor:-

Through your Office I have received copy of a letter sent you by Mr. R.H. MacKay, secretary of the Power Commission enclosing a statement of expenditures and obligations amounting to \$1,831,623.10 in connection with the St. Margarets Bay Hydro-electric development.

On this capital outlay is calculated an annual charge of \$200,000 and the letter from Mr. MacKay states that they are confident this figure will not be exceeded.

May I point out that the list of obligations contains no apparent allowance for interest since the work was commenced in 1919. This will probably mean an addition up to date of not less than \$100,000. which is a very considerable omission as the interest is to be capitalized.

Would you kindly write to the Power Commission and call attention to this and ask for a supplementary statement of the amount of interest up to date which is to be added to the figure of \$1,831,623.10. If this addition to the capital outlay is correct it means an increase of about \$8,000. in the annual payment of \$200,000.

John W. Regan.

XVI. LETTER CITY ELECTRICIAN RE QUANTITY OF ENERGY TO BE DELIVERED.

City Electrician's Office,
Halifax, N.S. Dec. 21st, 1921.

His Worship Mayor Parker.
Dear Sir:-

I have re drafted part of clause 4 which was not acceptable to the Committee relating to the minimum supply for any twenty-four hours, and am enclosing a copy of clause 4 with this change, which has been concurred in by Consulting Electrician P.R. Colpitt.

I beg to state that Consulting Electrician P.R. Colpitt and myself after taking clause 3 in connection with clause 1, do not see the necessity for mentioning the twenty-four hours supply in clause 4, but if it is the desire of the Committee to have it, I think the above draft will meet with the requirements.

G.H. Durling,
City Electrician.

January 10th, 1922.

Clause 4.

The said power and energy so delivered shall not in any one year be less than eighteen million kilowatt hours. Nor shall there be any restrictions placed by the Commission limiting the consumption for electrical energy for any twenty-four hours for less than fifty thousand kilowatt hours, except in case of unavoidable accident as hereinafter provided, and shall be delivered at a rate not exceeding six thousand kilowatts (eight thousand and forty-three horse power) and not exceeding seven thousand five hundred kilovolt amperes.

XVII LETTER POWER COMMISSION RE INTEREST IN CAPITAL
EXPENDITURE

The Nova Scotia Power Commission,
Halifax, N/S. Dec. 21st, 1921.

J.S. Parker, Esq.,
Mayor, City of Halifax, N.S.

Dear Mr. Mayor:-

In reply to yours of even date asking for further information in regard to interest charge on the capital expenditure in connection with the St. Margaret's Bay hydro-electric development, I am unable to give you this information at the present time but can secure it without much difficulty from the Provincial Auditor.

It is a charge, however, that will have to be reckoned with in some way as I understand we are to be charged at the rate of 6% on all the money loaned our Commission by the Government for the purpose of carrying through to completion this particular development.

R.H. MacKay.

XVIII LETTER POWER COMMISSION RE PROPOSED CONTRACT

The Nova Scotia Power Commission.
Halifax, Nova Scotia,
December 23rd, 1921.

J.S. Parker, Esq.,
Mayor, City Hall.

Dear Mr. Mayor:

Re St. Margaret's Bay Development

1. The Nova Scotia Power Commission, since the conclusion of their conference with your Special Committee on Monday afternoon last, has given its very best consideration to the City's proposed contract, spare copied of which you were good enough to furnish. The Commission has experienced some difficulty in reaching a conclusion with reference to your proposals, because your Committee was far from unanimous as to some of its clauses, admitted that others did not actually express the wishes of the City, and that the entire proposal, in the form presented, was ultra vires in that it could not, under any existing conditions, be other than tentative, and that to be effective, further or amended legislation must be secured. Your Committee and the Commission must by this time fully realize that the whole subject matter of making available for the City of Halifax the water power at St. Margaret's Bay has now been before the public for months, during which time every possible phase of the subject has been pretty amply discussed. The City has been an eye witness to the progress of this development at its very borders. The whole purpose and object of the large expenditure, now practically complete, must have been obvious, not only to the City authorities but to the citizens at large. And when I again point out, what you and every member of your Committee know, that the Commission is now ready

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to deliver power at the sub-station at Armdale, I do so for the sole purpose of impressing upon the City the very great urgency of arriving at a conclusion without further delay. The time for a conclusion and decision is overdue, and aimless discussions over non-essential details should end, if it is the intention of the City to implement its request to the Commission to proceed with the St. Margaret's Bay development by entering into the necessary contract.

2. The Commission, however, has carefully considered the details of your proposed contract, and after consultation with its counsel, beg to submit that as to making the Crown a party, it cannot agree. In this respect, the decision of the Commission is final. The Commission is advised, and in this respect the City Solicitor as well as members of your Committee concur, that the Crown, as represented by the Executive, has no power to become a party to the Contract. To give effect to this suggestion will necessitate careful consideration by the Government, and the enactment of additional legislation. Moreover, such a proposal made at this advanced stage of the development involves not only delays, but grave uncertainties, - all of which in the opinion of the Commission are unnecessary and to be avoided. The Commission cannot admit that this is now even a debatable question. If the City consider otherwise, and make this a condition precedent to an agreement, the Commission can only consider that further negotiations are futile. These observations will equally apply to clause 18 of your proposals, imposing upon the Crown the duties of a guarantor, and making the Provincial Treasury liable for damages.

3. Supply Clause 1 (a) & (b) Your Proposal.

This clause in brief provides, -

- (a) That the Commission is to deliver from the "Existing Hydro Electric Development at St. Margaret's Bay" all the power produced by the said development, but net less than 18,000,000 k.w.h. per year; and also
- (b) Additional power at the request of the City from time to time up to 30,000,000 k.w.h. per year, (including the above 18,000,000);
- (c) That the City will give the Commission nine months' advance notice, no request to be for less than 750 k.w.h.

The impossibility of the Commission consenting to such a clause must be obvious:-

- (1) What is meant by "Existing development" is not defined. Nor is it clear what actuated the City in limiting the supply from this proposed source. By what principles is this to be determined?
- (2) It is admitted by your Committee that the source of Supply intended by (b) is St. Margaret's Bay. But in any event, it could not be possible to postpone further utilization of the final development at St. Margaret's Bay at the option of the City of Halifax. In plain words, it means that the City having the maximum amount delivered under (a) could stand by and make no request. The energy in the meantime would remain dormant. Not only would this be objectionable, but it would be contrary to public policy. If the Commission consented, it would violate a public trust.

The Commission submit that its Memo to the City on the 18th September last, clearly and specifically set forth the fundamental principles that should guide us as a basis for a contract. The contract already submitted in the opinion of the Commission made further advances even upon the basis of this Memo. But to further meet the wishes of the City, the Commission is prepared not only to guarantee delivery of 18,000,000 k.w.h. per year from St. Margaret's Bay, but to supplement this quantity by further supplies from this source. In our Proposal No. 3, we have agreed to supply to the City up to 30,000,000 k.w.h. per year on nine months' notice, from time to time. In addition, the

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Commission proposes to give the City the first call on the whole of the St. Margaret's Bay development. In other words, the City virtually has the benefit of the whole of the St. Margaret's Bay development, together with our guarantee that the same will not in any case be less than 18,000,000 k.w.h. per year, and also the further right to call on the Commission for electric energy sufficient to bring this total up to 30,000,000 k.w.h. per year. The Commission, however, has not failed to recognize that this is a concession - that in its opinion it contravenes the general scheme and purpose of the Act - and is of doubtful value to the City under the circumstances. In the Commission's amended contract herewith to be called Proposal No. 3 provision has been made to give effect to this change.

4. Payment by City. Clause 6 Your Proposal.

This clause introduces a new feature. It provides that the City is to pay the "cost" of the power, etc., such cost to be determined by agreement between the City and the Crown, and if unable to agree, by the Board of Commissioners of Public Utilities. The Act, Section 34, provides that the Commission "shall annually adjust and apportion all expenditures, etc., and that the adjustment, etc., made by the Commission shall be binding upon the Municipality". The Commission has, therefore, no authority to agree to any amount by the "cost", which it has adjusted, apportioned and fixed. It is powerless to agree that the "cost" be an amount fixed by some other body. It must not be overlooked that the Commission is carrying out a public trust, dealing with public funds. It is absolutely limited to "cost". It makes no profit and cannot meet with any losses. It is all involved in delivering the power to the City at "cost".

In order, however, to give the City an opportunity of checking and verifying the calculations which the Commission include in their costs, it will agree to an inspection of its books, accounts and vouchers by some qualified and authorized representative of the City, and, further, if the City requires it, these books, accounts and vouchers may be audited and certified by an independent Chartered Accountant.

5. Monthly Accounts. Your Clauses 7 & 8, 9 & 10.

It was admitted at our last conference that these clauses, particularly clause 8, were drawn without a proper appreciation of the facts, and that in view of the facts they were, to some extent at least, impracticable. The Commission submit that the matter is purely an accounting one. The City, if there is any advance payments which results in a surplus at any time, gets the benefit of any interest earned or saved. The "cost" is thus reduced. On the other hand, the annual percentage for fixed charges, such as depreciation, obsolescence, etc., can be reduced proportionately by reason of these charges being refunded monthly instead of annually. The whole question is purely one for accountants and actuaries when calculating costs. If these costs are accurately determined and authoratively verified, it is impossible to appreciate how there can be any disadvantage to either party.

6. Liability in Case of Temporary Discontinuance. Clause 16.

This clause proposes that notwithstanding the City is to get the electric energy at "cost", it is not to pay the proportionate cost for the time the service is interrupted. It must be obvious that this would violate the whole scheme of the legislation. Unforeseen interruptions are just as much a part of the "cost" as depreciation of plant and the only authority the Commission has is to sell at "cost". The Commission has no funds out of which it can carry the plant over a temporary suspension. It is, therefore, impossible for the Commission, under the terms of the Statute or on general principles, to accede to this provision. It is inconsistent with the provisions of Section 35, and with the general intention of the legislation respecting Contracts with Municipalities.

January 10th, 1922.

7. Cancellation By City. Clause 17.

The Commission is unable to consent to this clause. In plain words, it means that by the simple process of making default in the monthly payments to the Commission extending over a period of six months, the Commission has the privilege if it sees fit to exercise it, of giving the City thirty days' notice that the Commission will cancel the contract. After the notice shall have been given and the time expired, the contract terminates and the whole matter is off. The process is simple, but is not attractive as far as the Commission, who are dealing with public funds, is concerned. The Commission cannot refrain from suggesting that only an entire misapprehension of the whole purpose and object of the Commission and of its efforts to serve the City can justify the City in proposing a clause of this nature. No such clause it is advised, is found in any contracts between the Ontario Hydro Commission and Municipalities. The Commission, on the other hand, following the best Ontario precedent, adhere to the necessity of a cancellation clause to protect the Commission and the Province.

8. Commission Not to Compete in City. Clause 20.

The principle of this clause has already been admitted in a memorandum submitted by the Commission to the City in September last, and the Commission can have no objection to having such a clause inserted. It is accordingly inserted in our Proposal No. 3.

9. I am instructed by the Commission, further, to submit this memorandum to you for your Special Committee, and am transmitting at the same time for your immediate consideration our Proposal No. 2, embracing changes and amendments which I have above outlined. It must be distinctly understood that this letter must be construed only as an aid in arriving at the points at variance, and must not be construed and is not intended, as a warranty representation or other ground of liability as to the matters and things stated or referred to herein and above. It is not to be regarded as forming a part, altering, detracting from, adding to or affecting in any way the interpretation, effect, and-or-operation of our proposed contract No. 3. This proposed contract must be taken without reference to anything in this letter.

In conclusion, the Commission again respectfully desire to press upon the attention of the City the fact that it is now prepared to deliver electric energy to the City from its development at St. Margaret's Bay, and that further delay means inexcusable waste and added cost. Further, the Commission also respectfully bring to your attention that the indecision of the City has made it impossible to have the necessary provisions made for distribution. Whatever action the City takes, even at this deferred date, will mean further delays in making preparation for a proper distribution of the energy. This should have been anticipated. Further delays are therefore not only unjust to the Commission, but eventually if continued, will fall upon the consumer. The Commission for months has been urging this view upon the City. The Commission must, therefore, for these reasons again press for an early decision. If it is the intention of the City as seems apparent in some directions, to recall its decision upon which the Commission based this development, and thereby be enabled to escape the responsibilities involved, the Commission can only repeat what it has already pointed out, that such a decision was not anticipated and will render more embarrassing the situation as above described. The Commission submit that if the influences in favor of such action prevail, civic control seems impossible of realization.

And further, that if such action does prevail, it would not seem unreasonable that the Legislature would be justified in considering such action as inimical to provincial interests. If such is not the attitude, a contrary decision is overdue, not only the Commission, but the public. Once the general principle is declared, surely the details can be worked out by reasonable men, whose sole purpose is to try and best serve the public.

E.H. Armstrong,
Chairman.

January 10th, 1922.

XIX. DRAFT CONTRACT NO. 3--POWER COMMISSION AND CITY.

(Commission's Draft No. 3, 24/12/21).

CONTRACT made this day of A.D. 192

BETWEEN

The Nova Scotia Power Commission, a body corporate, organized and existing under the laws of the Province of Nova Scotia, hereinafter called the "Commission",
Of the One Part

-and-

The City of Halifax, a body corporate, hereinafter called the "City",

Of the Other Part

WHEREAS the Commission has undertaken a project for the development of electrical power and energy at St. Margaret's Bay, Halifax County, and contemplates other such developments elsewhere in the Province of Nova Scotia,

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, and the Amendments thereto, has applied to the Commission for the supply of electrical power and energy for the use of the City and the inhabitants of the City for lighting, heating and power purposes,

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 terms, 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) To reserve and deliver and supply to the City from the St. Margaret's Bay project as said project is now or may hereafter from time to time be developed

1. Electrical power and energy up to a total of 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 Kilowatt Amperes,

and

2. All such further quantities of electrical power and energy as are or may from time to time hereafter be available from said project excepting only such electrical power and energy as may be from time to time sold or contracted to be sold by the Commission to other users with the consent of the City, and the City shall be held to have so consented if the Commission give notice in writing to the City that a contract with another user is contemplated, specifying approximately the quantity proposed to be dealt with under such contract, and if the City does not within one month after the receipt of such notice object in writing and in express terms to the making of such contract.

(b) To deliver and supply to the City additional electrical power and energy as requested by the City from time to time, not exceeding however thirty million Killowatt hours per year in all and the power and energy delivered and supplied from the St. Margaret's Bay project and any quantity sold or contracted to be sold to other users with the City's consent under clause

(a) hereof is to be reckoned as part of said Thirty million

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Kilowatt Hours per year; 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 Kilowatts.

(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) That the said power and energy shall, subject to the exceptions in this contract mentioned,

(1) Be delivered to the City on a twenty four hour basis on each and every day throughout the year at the junction of the transmission line of the Commission with the distribution lines of the City at the Receiving Station of the Commission at the City limits, and

(2) Be alternatine, three-phase, having a frequency of approximately 60 cycles per second and shall be delivered as aforesaid at approximately 12,000 volts, or at such other voltage as is from time to time agreed on by the Commission and the City.

(3) Be maintained at approximately the agreed voltage at approximately the agreed frequency at the point of connection of the Commission's lines with those of the City.

(4) Shall not in any one year be less than eighteen million kilowatt hours provided always that the daily demand load required by the City is available consistent with the total power developed by the Commission for any twelve months and shall be delivered at a rate not exceeding six thousand Kilowatts (eight thousand and forth three horse power) and not exceeding seven thousand five hundred kilovolt amperes.

2. The City Contracts:

(a) To purchase from the Commission all the electrical power and energy which the Commission contracts to reserve and 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 Sections 34 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 and energy hereby contracted to be supplied, such cost ~~xxxxxxx~~ 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; it being understood that at all reasonable times the books, accounts and vouchers of the Commission evidencing such cost are to be open for inspection and examination at reasonable hours by a representative of the City duly qualified and authorized in that behalf and that at the time of such annual adjustment if the City so required, such books, accounts and vouchers are to be audited and certified by an independent Chartered Accountant.

(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

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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.

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 monthly 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 and energy under clause (b) of paragraph 1 hereof the first account for same shall be included in the next monthly account rendered after 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 any 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 of 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 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 and all refunds shall bear interest at the rate of six per centum per annum.

(e) 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 day's 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 ~~and~~ 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 but the City shall be liable to pay to the Commission all arrears and interest and such further 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 all loss and damages by reason of the non-continuance of the Contract;

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4. 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 characterizations and qualities are under the sole control of the City subject to the provisions of Paragraph 2 (c) and 6 hereof.

5. 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.

6. 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.

7. 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, look-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 or paragraph 3 hereof as to rendering and paying of tentative monthly accounts shall not apply during such periods.

8. The Commission agrees that it will not during the term of this Contract develop for sale and disposal within the City or bring into the City for such purpose any power or energy other than that contemplated by this Contract.

9. All notices provided for herein shall be in writing and shall be considered as duly served and given if mailed at the post office at Halifax, Nova Scotia, addressed to the City Clerk, 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.

10. This Contract shall continue for thirty years from the date hereof and enure to the benefit of and be binding upon the respective parties hereto and their respective successors.

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

January 10th, 1922.

XX. AMENDMENTS TO DRAFT AGREEMENT NO. 3.

Nova Scotia Power Commission
and
The City of Halifax.

Commission's Draft No. 3. 24/12/21.

Strike out clause beginning "This Contract is therefore entered into" by and between the parties hereto, and substitute therefore:-
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 amendments thereto, that is to say.

Strike out clause 1 (a) 1 and substitute therefore.

1. Electrical power and energy up to a total of Eighteen million Milowatt Hours per year which quantity the Commission undertakes shall be available from said project, at a rate not exceeding Six Thousand Kilowatts (Eight Thousand and Forty-Three Horse Power) and not exceeding Seven Thousand Five Hundred Kilowatt amperes.

Add to Clause 1 (a) 2.

"and such objection is to be in all respects valid and effectual notwithstanding same is made arbitrarily and with no reason given therefor".

Strike out clause 1 (a) (4) and substitute the following:-

"Shall not in any one year be less than eighteen million kilowatt hours; nor shall there be any restrictions placed by the Commission limiting the consumption for electrical energy-for any twenty four hours for less than fifty thousand kilowatt hours, and the Commission shall not be required to deliver at a rate exceeding six thousand kilowatts (eight thousand and forty-three horse power) nor exceeding seven thousand five hundred Kilovolt amperes".

Insert new sub-clause (e) in paragraph 1 after sub-clause 1 (d) (4):-

"Where practicable to do so, to furnish the City monthly with an estimate of the approximate quantity of power and energy available for the succeeding month from the St. Margaret's Bay project under this contract".

Strike out paragraph 4 and substitute the following:-

"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 reservation, delivery and supply of all electrical power and energy the subject hereof, 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 characterizations and qualities are under the sole control of the City subject to the provisions of paragraph 2 (c) and 6 hereof.

Add to paragraph 1 (d) (1).

" The quantity actually delivered to the City shall be metered by the Commission as such receiving station".

XXI. DRAFT AGREEMENT CITY AND TRAMWAY COMPANY

CONTRACT made this _____ day of _____ 1922.
BETWEEN: The City of Halifax,
 etc., etc.,
 and
 The N.S. Tramway & Power Co.,
 etc., etc.,

WHEREAS the City has entered into a contract with the Nova Scotia Power Commission for the supply by the Commission to the City of Electric Power and energy, a copy of which contract is appended hereto as a schedule.

January 10th, 1922.

AND WHEREAS the City has agreed with the Company to supply the Company with the electric power and energy so supplied to the City upon the same terms and conditions as those upon which the same is supplied to the City by the Commission, except as is herein otherwise provided.

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:-

1. The City agrees to supply to the Company all the electric power and energy supplied by the Commission to the City, under the terms of the said Contract, upon the terms and conditions upon which the same is supplied by the Commission as set out in the said Contract, except in so far as the same is herein otherwise expressed and the Company agrees to take the said power and energy upon the said terms and conditions and to pay for the same as is herein provided.

Upon receipt by the City of the monthly tentative accounts provided for in the said Contract, the City shall at once transmit the same to the Company and the Company agrees to pay the same to the City within days from the receipt thereof.

Upon the annual adjustment provided for by the said contract having been made, the City shall transmit a statement of the said to the Company. If such statement shows a balance due from the City to the Commission such balance shall be paid by the Company to the City within days from the receipt of such statement. If it shows a balance to be refunded by the Commission to the City such balance shall be forthwith repaid by the City to the Company.

The Company agrees that it will supply the City for the purpose of lighting the streets of the City and all buildings or other property of the City, such amounts of electric power and energy as are from time to time required for that purpose at the actual cost thereof, such cost to be ascertained by the proportion borne by the amount supplied to the City to the cost of the total amount of power and energy supplied by the City to the Company.

If any payments which by this contract should be made by the Company to the City fails in arrears for a period of months the City may give the Company months' notice of its intention to cancel this contract and at the expiry of that period this contract shall cease and determine and the City shall be at liberty to make such other disposition of the said electric power and energy as it sees fit.

The Company agrees that it will faithfully and fully perform and carry out all the stipulations and requirements to be performed by the City under the said appended Contract in respect to the installation and maintenance of electrical plant and equipment and the exercising of all due skill and diligence in the operation of the same, and also that the Commission shall have all the rights of inspection of the plant, lines, equipment and apparatus of the Company that by the said contract are conferred upon the Commission in respect of the plant, lines, equipment and apparatus of the City.

This Contract shall be for the period of fifteen years from the date hereof, and shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals the day and year first above written.

SIGNED SEALED AND
DELIVERED
In the presence of }

XXII. LETTER ALDERMAN REGAN RE COST OF DEVELOPMENT

Halifax, N.S. January 3rd, 1922

His Worship the Mayor,
City Hall.

Dear Mr. Mayor:-

In connection with the hydro-electric matter would you kindly ask your secretary to write to the power commission for some information in explanation of statement of the Commission of December 16

January 10th, 1922.

showing amount expended and annual charges.

- (1) What is understood by the term "General Construction \$720,642.42"? This is a large item and it would be appreciated to receive some information as to what sort of work or building is included.
- (2) Why is the sinking fund figures at 1 1/2 per cent as 1 1/4 percent at thirty years is sufficient to redeem a 6 percent bond.
- (3) Is the item of \$61,250.00 for line loss, cost of operating supervising, maintaining, repairing, renewing and insuring intended to cover depreciation or is there an additional charge to be made for depreciation?
- (4) If the last item is intended to cover depreciation, kindly advise what rate of depreciation is used in connection with the several clauses of property such as buildings, machinery, pipe line, transmission line etc.
- (5) Is the accumulated interest to date yet made up and if so what is the amount?
- (6) Would you kindly ask the commission for a copy of the original estimates or reports as to the cost of St. Margarets Bay development up to date, and as to further construction to complete the possible development.

Will you kindly impress upon the Commission that it will be appreciated to receive this necessary information by return of mail.

John W, Regan.

XXIII. LETTER MAYOR TO POWER COMMISSION RE CONTRACT

Mayor's Office, City Hall,
January 5th, 1922,

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

Dear Sir:-

Commission's Draft Proposal No. 3.

At the last meeting of our Special Committee at which your draft No. 3 was considered, Alderman Murphy again raised the question which he took up with you at our last conference, respecting the change in Paragraph 1, subsection (a), which instead of guaranteeing the minimum quantity of 18,000,000 kilowatt hours from the development which is now nearing completion and which is estimated by you to cost \$1,831,000. as recently set out in your statement to us, it leaves your Commission free in the event of your not securing this quantity from the installation as it now stands, to make any additional further capital outlay required in order to provide any shortage in the quantity covered by the guarantee, providing only that such further development is carried on at the St. Margaret's Bay site. The matter throughout has been that this minimum quantity was to be guaranteed from the development as it now stands, and within the total outlay of \$1,831,000 as set out in various correspondence with your Commission,

Some members of our Committee take it that paragraph 3, page 1, of your letter of the 23rd ultimo, accompanying Proposal No. 3, definitely disposes of this question and that you would not entertain reinstating clause 1, subsection (a) of the Proposal submitted by us, which reads as follows:-

"To reserve, deliver and supply to the City from the existing hydro-electric development of the Commission at St. Margaret's Bay, on the terms hereinafter set out, all the electric power and energy produced by the said development, but not less than eighteen million kilowatt hours in any one year".

January 10th, 1922.

Unless advised to the contrary we will take it that Proposal No. 3 as submitted by you, embodies your final terms and will so report the matter to Council.

J.S. Parker,
MAYOR.

XXIV. LETTER POWER COMMISSION TO MAYOR RE CONTRACT

The Nova Scotia Power Commission,
Halifax, Nova Scotia,
January 6th, 1922.

John S. Parker, Esq.,
Mayor, City Hall,
Halifax, N.S.

My dear Mr. Mayor:- Re St. Margaret's Bay Development.
Commission's Draft Proposal No. 3.

I have the honor to acknowledge receipt of yours of the 5th. You will recall that subsequent to my letter of the 23rd ult., and at a conference held on the 30th ult., clause 1 (a), to which you refer, was the matter of mutual discussion. This clause was amended, as I thought, to meet the wishes of all parties. A copy of this amendment was handed to you on that date. Subject to the provisions of this Amendment, a copy of which you have, Clause 1 (a) of Proposal No. 3, represents the final views of the Commission. And, unless I am entirely at variance with my understanding, it represented the final views of the members of your Special Committee. In case you have mislaid the Memorandum to which I refer, I enclose a copy. This, I trust, answers the several inquiries referred to in your esteemed favor of the 5th.

E.H. Armstrong,
Chairman.

XXV. QUESTION ASKED CITY SOLICITOR BY ALDERMAN REGAN

His Worship the Mayor,
City Hall, Halifax.

Dear Mr. Mayor:-

Please ask the City Solicitor to give a written opinion on the following questions in connection with the Power Commission's draft contract No. 3.

1. Does clause 2 bind the City to pay for not only the present development at St. Margaret's Bay but also for the further development on the Indian River whenever same is constructed.

2. Does clause 1 allow the Commission in order to fulfill the undertaking to make available 18,000,000 k.w.h. to provide part of this supply if necessary from the further development as distinct from the present development at St. Margaret's Bay.

3. Is there any provision in the contract which would enable the City to cancel the contract in case of default by the Commission as to supply of electric energy.

4. Is there any effective guarantee in the contract which will ensure the City receiving a definite supply of electric energy.

5. Is there any provision in the contract which grants the City any reduction or rebate of payment in case of suspension of the plant for any period.

6. Could the City succeed in an action of damages against the Commission or could such action be taken.

January 10th, 1922.

Please be good enough to ask the City Solicitor to endeavor to have an opinion ready in time for the information of Council on Tuesday evening.

John W; Regan.

XXVI. CITY SOLICITOR'S REPLY TO ALDERMAN REGAN'S QUESTIONS

Office of City Solicitor,
Halifax, N.S. Jan. 10th, 1922.

His Worship the Mayor,
City Hall,
Dear Sir:-

In reply to questions submitted by Alderman Regan, I beg to say as follows:-

Question 1 As I understand Clauses 1 and 2 as read together commit the Commission to deliver to the City all the power produced at the St. Margaret's Bay development. The Commission undertakes that this will be not less than 18,000,000 kilowatt hours per year, and it undertakes to supply the City that amount and also whatever further power is produced from the St. Margaret's Bay development, less only what it sold to other consumers with the City's consent and the cost of this development is to be paid by the City.

Question 2. Question two is rather difficult to answer, but as I read it, the undertaking is to supply 18,000,000 kilowatt hours from the St. Margaret's Bay development, and if the Commission is compelled in order to make up that quantity, to bring a supply from other sources, I would incline to the opinion that it must do so at its own cost, and cannot add the cost to that of the St. Margaret's Bay development.

Question 3. There is no such provision.

Question 4. In my opinion that no effective guarantee in the contract which will ensure the City receiving a definite supply of electric energy. As I have already, on several occasions stated, a guarantee that the energy could be supplied from the present source of development is meaningless, in so far as it purported to prevent the City against a deficiency or shortage of water.

Question 5. There is no such provision. The only provision is that contained in Clause 7 which provides that in case of a temporary suspension the City is not bound to receive and distribute the power and that the tentative monthly accounts are not to be delivered, but that does not relieve the City from payment of the cost as adjusted by the Commission in the Annual Statement.

Question 6. The legislation in force at the present time provides that no action shall be brought against the Commission except for compensation for land taken. Consequently, no action can be brought against the Commission for a breach of contract, and even if such an action could be brought, I do not see any way in which damages could be recovered against the Commission.

F.H. Bell,
City Solicitor.

Moved by Alderman Murphy seconded by Alderman Mason that the recommendation in the minutes of the Special Committee that the Council with certain stipulations accept draft Contract No. 3 be approved and adopted by this Council.

January 10th, 1922.

Moved in amendment by Alderman Power seconded by Alderman Ritchie that this Council authorize and instruct His Worship the Mayor and City Clerk to sign and execute a contract between the City and the Nova Scotia Power Commission in the form of draft Contract No. 3.

Alderman Murphy with the consent of the seconder and the Council withdraws his motion and Alderman Power's amendment becomes the original motion which he submits in writing as follows:-

RESOLVED that this Council approve of the Contract for Hydro-Electric Power as outlined in the Nova Scotia Power Commissions draft No. 3 dated December 24th, 1921 and that His Worship the Mayor and the City Clerk be authorized to sign and execute the same on behalf of the City of Halifax.

The resolution is moved by Alderman Power and seconded by Alderman Ritchie.

The motion is put and lost 8 voting for the same and 9 against it as follows:-

For the Motion:- Aldermen Finlay, Murphy, Seanlon, Ritchie, Power, Mason, Hubley, Burgess - 8.

Against it:- Aldermen Colwell, Whitman, Ackhurst, Sanford, Bissett, Regan, Schaffner, Cameron, Guildford - 9.

Council ✓
Alderman Murphy gives notice that at a future meeting of Council he will move that the action of Council at this meeting ~~of~~ this matter be rescinded.

PLEBISCITE RE HYDRO ELECTRIC POWER

Moved by Alderman Murphy seconded by Alderman Hubley that steps be taken for the holding of a plebiscite at an early date on the question of Hydro Electric Power and that to this end the good offices of the Provincial Government be sought for the promotion of legislation to legalize said plebiscite and the costs incidental thereto.

January 10th, 1922.

HYDRO ELECTRIC CONTRACT

Alderman Ackhurst submits the following resolution:-

THAT this Council hereby offers to make a contract with the Hydro Commission to purchase a quantity not less than 18 million and up to 20 million K.W.H. per year at a price not to exceed one cent per K.W.H.

The resolution is moved by Alderman Ackhurst seconded by Alderman Guildford and being put is passed unanimously the following 17 Aldermen being present and voting for the same:

For the Resolution:- Aldermen Colwell, Whitman, Ackhurst, Finlay, Sanford, Bissett, Regan, Schaffner, Cameron, Murphy, Guildford, Scanlon, Ritchie, Power, Mason, Hubley Burgess - 17.

Moved by Alderman Power seconded by Alderman Ritchie that a Special Committee be appointed to wait upon the Nova Scotia Power Commission in connection with the matter of Hydro Electric Power said Committee to consist of Aldermen Regan, Ackhurst, Bissett and Guildford, Motion passed.

THANKS TO ALDERMAN GODWIN AND SYMPATHY IN HIS ILLNESS

His Worship the Mayor informed the Council that Alderman Godwin's absence from the meeting this evening was due to illness.

Moved by Alderman Ackhurst seconded by Alderman Regan that the City Clerk write Alderman Godwin conveying the thanks of this Council to him for past services to the City particularly in connection with his Chairmanship of the Unemployment Committee and expressing the sympathy of the Mayor and Aldermen with him in his illness. The motion is put and passed unanimously.

Letter Hen & H
Ackhurst ✓

ad Regan ✓

Letter ad Godwin ✓

January 10th, 1922.

Sunsequently the following letter was forwarded to
Alderman Godwin.

Office of the City Clerk,
Halifax, N.S. January 11th, 22

Alderman John E. Godwin.

Sir:-

The City Council, at a Special meeting held last evening to consider the matter of Hydro-Electric Power, missing you from your accustomed place in Council learned of your attack of illness, induced largely in their opinion by overtaking yourself during this inclement season in behalf of the unemployed in the City as Chairman of the Committee on Unemployment.

The Council feelingly expressed regret at your indisposition and their earnest hope that you may very soon be able to return to your civic duties and personal affairs and took advantage of the occasion to unanimously pass a vote of thanks to you for your valuable services to the City in the past and in particular with reference to the great problem of unemployment.

L. Fred Monaghan,
CITY CLERK.

PLEBISCITE RE HYDRO ELECTRIC POWER

Moved by Alderman Power seconded by Alderman Murphy that the good offices of the Premier of Nova Scotia be requested by this Council to obtain legislation to enable the City of Halifax to take a plebiscite on the matter of Hydro Electric Power and if the Premier gives an undertaking that the Government will promote legislation to legalize the plebiscite and the payment of the costs thereof, that said plebiscite be held within two weeks after the receipt of such undertaking.

The motion is put and lost 8 voting for the same and 9 against it as follows:-

For the Motion:- Aldermen Finlay, Murphy, Scanlon, Ritchie, Power, Mason, Hubley, Burgess - 8.

Against it:- Aldermen Colwell, Whitman, Ackhurst, Sanford, Bissett, Regan, Schaffner, Cameron, Guildford-9.

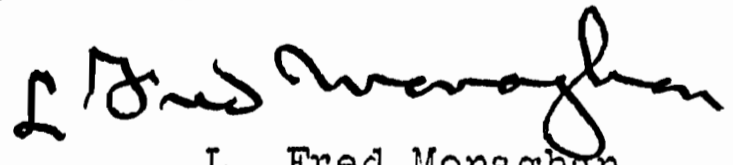
Moved by Alderman Ackhurst seconded by Alderman Whitman that the Council do now adjourn. Motion passed.

January 10th, 1922.

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The Council adjourns 11.25 o'clock.



L. Fred Monaghan,

CITY CLERK.

J.S. Parker,

MAYOR.

M O R N I N G S E S S I O N

10.40 o'clock.

COUNCIL CHAMBER, CITY HALL,

January 28th, 1922.

A meeting of the City Council was called for this morning at 10.30 o'clock; at 10.40 o'clock; there were present, His Worship the Mayor and Aldermen Sanford, Murphy, Mason, Finlay and Cameron.

HYDRO ELECTRIC POWER

The notices summoning the meeting were as follows:-

Office of the City Clerk,
Halifax, N.S. January 25th, 1922.

Sir:-

You are requested to attend a meeting of the City Council at the Council Chamber, City Hall, on Saturday the 28th day of January 1922, at 10.30 o'clock a.m. agreeably to the following requisition filed with His Worship the Mayor this morning.

Halifax, N.S.
January 25th, 1922.

His Worship the Mayor,
City Hall.

Sir:-

We the undersigned Aldermen request that you call a Special meeting of Council for Saturday, January 28th inst. at 10.30 o'clock a.m. to get possible report from Special Hydro Committee and any other matters pertaining to Hydro.

Yours truly,

Aldermen:

G.E. Ritchie,
Harry E. Burgess.
E.F. Hubley.
R.A. Guildford.
E.J. Scanlon.

By order of the Mayor,
L. Fred Monaghan,
CITY CLERK.

Moved by Alderman Finlay seconded by Alderman Murphy that the time for meeting be extended until 11 o'clock.

Motion passed.

11. o'clock. Roll called; present His Worship the Mayor, and Aldermen Finlay, Murphy, Scanlon, Ritchie, Mason and Hubley.

There being no quorum to do business the Council stands adjourned.

J.S. Parker,
MAYOR.

L. Fred Monaghan
L. Fred Monaghan,
CITY CLERK.

A F T E R N O O N S E S S I O N

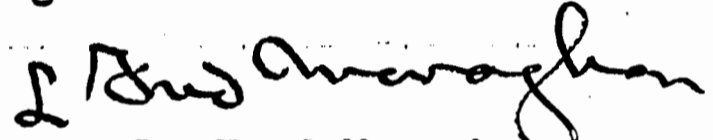
4.00 o'clock.

OFFICE OF CITY CLERK,

Halifax, N.S. January 30th, 1922.

At 12.30 o'clock on Thursday January 26th., His Worship the Mayor ordered a meeting of City Council called for general business for Monday January 30th at 4 o'clock p.m. and the usual notices were sent out.

At 3.05 o'clock p.m. January 30th by order of His Worship the Mayor instructed the City Clerk to telephone the members of Council that there was no necessity for the meeting, certain matters of finance this morning having been satisfactorily arranged with the Royal Bank of Canada. This was forthwith communicated by telephone to the Aldermen and no meeting of Council was held.


L. Fred Monaghan,

CITY CLERK.

J.S. Parker,

MAYOR.

A F T E R N O O N S E S S I O N

5.10 o'clock

COUNCIL CHAMBER, CITY HALL,

February 2nd, 1922.

A meeting of the City Council was called for this afternoon. At the above named hour there were present Alderman Murphy, Deputy Mayor, presiding and Aldermen Cameron, Ritchie, Mason and Sanford.

HYDRO ELECTRIC POWER.

The notices summoning the meeting were as follows:-

Office of the City Clerk,
Halifax, N.S. January 30, 1922.

Sir:-

You are requested to attend a meeting of the City Council at the Council Chamber, City Hall, on Thursday the 2nd day of February 1922 at 5 o'clock p.m. agreeably to the following requisition filed with His Worship the Mayor this afternoon.

Halifax, N.S.
January 30th, 1922.

His Worship the Mayor,
City Hall,

Sir:-

We the undersigned Aldermen request that you call a Special meeting of Council for Thursday February 2nd at 5 o'clock p.m. to get possible report from Special Hydro Committee and any other matters pertaining to Hydro.

Aldermen

G.E. Ritchie,
Harry E. Burgess.
Ira G. Mason,
E.J. Scanlon,
A.J. Finlay.

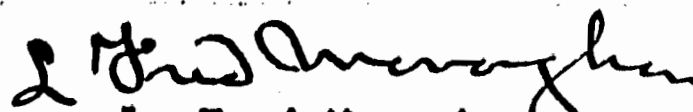
By order of the Mayor,

L. Fred Monaghan,
CITY CLERK.

Moved by Alderman Ritchie seconded by Alderman Mason that the time for meeting be extended until a quorum is present or until 5.30 o'clock. Motion passed.

5.30 o'clock. Roll called; present the above named together with Aldermen Finlay, Scanlon and Hubley.

There being no quorum to do business the Council stands adjourned.


L. Fred Monaghan,
CITY CLERK.

J.S. Parker,
MAYOR.

EVENING SESSION

8.10 o'clock.

COUNCIL CHAMBER, CITY HALL,

February 9th, 1922/

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

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).

TRAMWAY COMPANY'S ASSETS VALUATION

By permission of Council Alderman Cameron gives notice that at a future meeting of the City Council he will move the following resolution:-

RESOLVED that a sum of money be placed in the estimates for the coming year in order that the City may be in a position to deal with the report of the Public Utilities in regard to the values etc of the Nova Scotia Tramway Light and Power Plant and that proper steps may be taken to see that the City's interests are fully protected.

*Council
as Cameron*

WATT STREET AND JUBILEE ROAD WIDENING

Read reports Committee on Works and City Engineer re widening Watt Street and Jubilee Road.

City Works Office,
Halifax, N.S. Feb. 9, 1922.

The City Council.
Gentlemen:-

At a meeting of the Works Committee held on the 8th inst. the City Engineer submitted the report attached hereto re widening of Watt Street and Jubilee Road. The same are approved and recommended to Council for adoption.

A.F. Messervey,
Clerk of Works.

February 9th, 1922.

City Engineer's Office,
Halifax, N.S. Feb. 4th, 1922.

His Worship the Mayor,
Sir:-

There is a strip of land required on the north side of Watt Street for the widening of the street which is owned by the Roman Catholic Episcopal Corporation. They also own land directly north, fronting on Jubilee Road, and a strip will have to be obtained to complete the widening also.

I have a letter from Father O'Sullivan asking that this matter be cleared up and offering to take the City's price.

The City has paid for land on Watt Street, ten cents per square foot. The land in question measures 6863 square feet, which will amount to \$686.30. The land on Jubilee Road has been rated higher, and was worth fifteen cents. The area required is 3078 feet, which at fifteen cents, would amount to \$461.70.

If the Roman Catholic Episcopal Corporation will agree to accept these amounts I would recommend that the land be taken to complete the widening at both points.

F.W.W. Doane,
City Engineer.

Engineer ✓
Moved by Alderman Colwell seconded by Alderman Power that the reports be referred back to the Committee on Works for report as to whether the City already possesses interest in the properties in question through deeds from the late Honorable Senator Dennis or otherwise. Motion passed.

LARCH STREET WIDENING

Read reports Committee on Works and City Engineer re widening Larch Street.

City Works Office,
Halifax, N.S. Feb. 9th, 1922

The City Council.
Gentlemen:-

At a meeting of the Works Committee held February 8th inst. the City Engineer submitted a report re widening of Larch Street, a copy of which is attached hereto. The report was approved and recommended to Council for adoption.

A.F. Messervey,
Clerk of Works.

* * * * *

City Engineer's Office,
Halifax, N.S. Jan. 24th, 1922

His Worship the Mayor,
Sir:-

Mr. R.P. Bell, or the Estate of A.M. Bell, owns a strip of land on the west side of Larch Street, said to

February 9th, 1922

measure 739 square feet. The City assessors have fixed the value of the land on this street at the time of the approval of the official plan, at ten cents per square foot, and several of the property owners have accepted that price.

I have a letter from Mr. L.A. Lovitt, Solicitor, stating that the land will be deeded to the City for that amount and I would recommend that the City purchase it now for \$73.90.

F.W.W. Doane,
City Engineer.

Engineer ✓
Auditor ✓
Chief Works ✓
Solicitor ✓

Moved by Alderman Bissett seconded by Alderman Regan that the reports be adopted. Motion passed.

ALEXANDRA SCHOOL EXPROPRIATION ~~RE~~ HILLS PROPERTY

Read reports Committee on Works and City Engineer re expropriation of Hills Property for Alexandra School.

City Works Office,
Halifax, N.S. Feb. 9, 1922

The City Council.
Gentlemen:-

At a meeting of the Works Committee held February 8th the City Engineer submitted a draft of resolution necessary for the Council to pass in connection with expropriation proceedings re Hills property adjoining Alexandra School. The resolution was approved and ordered sent to Council.

A.F. Messervey,
Clerk of Works.

* * * * *

City Engineer's Office,
Halifax, N.S. Jan. 17th, 1922.

His Worship the Mayor,
Sir:-

In passing the resolution for this property, the approval of the description was omitted.

I beg to recommend the passing of the attached resolution.

F.W.W. Doane,
City Engineer.

Moved by Alderman Colwell seconded by Alderman Hubley that the reports be adopted. Motion passed.

The following resolution is submitted:-

RESOLVED that the plan and description of the Hills property and the report respecting it, submitted by the City Engineer at the meeting of the City Council held on January 5th, 1922, be and they are hereby approved, and the City Engineer is hereby instructed to give the notices required by law, of the intention of the City to expropriate the said property.

February 9th, 1922.

Engineer ✓

The resolution is moved by Alderman Colwell seconded by Alderman Hubley and passed.

ELECTRIC WIRES AND TRANSFORMERS OVERHEAD IN STREETS

Solicitor ✓

Moved by Alderman Murphy seconded by Alderman Power that the City Solicitor report to this Council what authority or power the City has in relation to overhead wires and transformers in the Streets of the City. Motion passed.

FIRE DEPARTMENT ACCOUNTS

Read report Committee of Firewards recommending accounts for payment.

Committee Room, City Hall,
February 8th, 1922.

The City Council.
Gentlemen:-

The Committee of Firewards beg to recommend the following named accounts for payment.

Fire Alarm Box Loan

Canadian General Electric Co. Ltd. Supplies	\$110.06
Eugene F. Phillips Electrical Works Ltd.	" 175.36
John MacInnes & Son Ltd. Pine	6.48
	<u>\$291.90</u>

Fire Alarm Maintenance

Northern Electric Co. Ltd. Supplies	\$1859.10	
	Credit 17.81	\$1841.29
Can. General Electric Co. Ltd.	"	13.85
W.F. Spruin	Lamps	6.30
K. McPhee	Top for Car	40.00
C.R. Hoben & Co.	Solder	.75
Hubley Hardware Co.	Supplies	5.35
The N.S. Storage Battery Wks.	Repairs	45.50
Gutta Percha & Rubber Ltd.	Rubber Coat	6.60
Mar. Tel. & Tel. Co. Ltd.	Rental & Washers	7.10
N.S. Tramways & Power Co. Ltd.	Current	2.00
		<u>\$1968.74</u>

Fire Department Maintenance

Metropolitan Motors Ltd.	Supplies	19.95
Cragg Bros. Co. Ltd.	"	20.16
E.P. Meagher	"	75.00
Imperial Oil Ltd.	Gasoline	191.04
Wm. Collings & Sons Ltd.	Repairs	23.83
H.D. MacKenzie Co. Ltd.	Coal	86.06
W.W. Hoyt	Repairs	21.26
Dr. A.I. Mader	Services	5.00
Halifax Furnishing Co.	Contract	117.05
Wm. Jakeman	Vet. Services	19.00
John MacInnes & Son Ltd.	Lumber	26.17

February 9th, 1922.

A.H. Lamphier	Repairs	12.00
H. McFatrige	Horseshoeing	33.81
O.C. Marriott	"	13.25
David Roche	Supplies	.50
Longards Ltd.	"	11.00
J.C. Merlin & Son	Lumber	4.76
T.A.S. DeWolf & Son	Supplies	11.00
National Drug & Chem. Co.	"	17.51
T.C. Allen & Co.	"	24.00
Gutta Percha & Rubber Ltd.	Helmet	11.28
Harry K. Martin	"	13.92
E.B. Eddy Co. Ltd.	Supplies	9.11
Canadian National Institute for the Blind		5.15
J. & M. Murphy Ltd.	Supplies	10.76
Kellys Limited	Supplies	42.75
Chronicle Publishing Co.	Advertising	5.88
W.M. Dixon	Uniforms	150.00
National Fire Protection Association		10.00
J. Wonnacott	Supplies	1.50
Canadian General Electric Co. Ltd.	Supplies	1.98
Claytons & Sons	Uniforms	2038.63
N.S. Storage Battery Works	Repairs	65.25
W.P. Meyer	Supplies	15.00
American LaFrance Fire Eng. Co.	Supplies	182.34
Martin & Moore Ltd.	"	32.85
K. McPhee	Repairs	1.40
Ungar's Laundry	Laundry	46.38
N.S. Tramway & Power Co.	Light	96.78
Maritime Telegraph & Tel. Co.	Telephone	26.50
S.C. Thompson	Feed	198.94
Dr. C.T. Morton	Services	30.00
Dr. A.L. Miller	"	4.00
R.E. Mathers & A.E. Doull	"	58.00
P.A. Demick & Co.	Supplies	6.00
K. McPhee	Repairs	25.50
		\$3828.00

H.S. Colwell,
Acting Chairman.

Moved by Alderman Colwell seconded by Alderman Hubley that the report be adopted and the accounts paid. Motion passed.

CITY HOME AND TUBERCULOSIS HOSPITAL.

Read report Charities Committee re City Home and Tuberculosis Hospital.

Halifax, N.S. February 8th, 1922.

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 Hubley, Cameron and Burgess.

February 9th, 1922

Superintendents Report City Home Total 352.

The Superintendents report shows that during the month of January 1922 there were 51 persons admitted into the City Home, 1 born, 14 discharged and 8 died. Of the number admitted 23 were chargeable to the Province and 28 to the City. The total number of inmates January 31st. was 352, made up of 216 men, 125 women and 12 children. Of the same date last year there were 191 men, 125 women and 7 children a total of 323.

Superintendents Report City Tuberculosis Hospital Total 32

The Superintendent shows that during the month of January 1922 there were 6 patients admitted to the City Tuberculosis Hospital made up of 1 man, 4 women and 1 child; 1 man and 1 woman were discharged and 2 women died, leaving in the Hospital on January 31st. 15 men, 14 women and 3 children a total of 32.

City Home Accounts January 1922, Amount \$9488.86

The following accounts are recommended for payment:-

Wentzells Ltd.	Groceries & Flour	\$910.61
W.A. Maling & Co.	Meats	339.14
Davis & Fraser	Mess Pork	66.47
James Watson	Fresh Fish	85.50
R.B. Colwell Ltd.	Butter	234.77
City Dairy	Milk	209.25
T.J. Whalen & Co.	Dry Goods	151.16
Geo. E. VanBuskirk Ltd.	Coal	691.13
S.C. Thompson	Forage	93.52
Geo. Hutchinson	Ice	157.00
Fleischmann Co.	Yeast	4.69
N.S. Tram & Power Co. Ltd.	Light & Power	83.85
Maritime Tel. & Tel. Co. Ltd.	Exchange Service	17.12
Faulkner & Co.	Insurance on Boilers	128.90
Brookfield Bros.	Lumber	40.24
Kellys Ltd.	Harness	2.50
Webster Smith & Co. Ltd.	Crockeryware	22.50
Longards Ltd.	Gauge Glasses	1.05
Wm. McFatridge	Rope	39.07
Lawrence Hardware Co. Ltd.	Sundries	85.34
A & W MacKinlay Ltd.	Book	1.25
T.C. Allen & Co.	Stationery	3.15
W.P. Meyer	Sausages	4.00
James Cook	Repairs	28.50
H. McFatridge	Horseshoeing	3.75
D.A. McCulloch	Horseshoeing	2.00
V.G. Hospital	Medicine	230.24
B.O. Archibald	Dispensing	50.00
J.H. Buchanan	Cash Expended	58.48
Salaries	January	1855.15
N.S. Hospital	Maintenance Insane	3888.53
		\$ 9488.86

Tuberculosis Hospital Accounts, January 1922 Amount \$1922.68

The following accounts are recommended for payment viz:

Wentzells Ltd.	Groceries	176.35
W.A. Maling & Co.	Meats	129.71
R.B. Colwell Ltd.	Butter	126.15
City Dairy	Milk	125.67
Davis & Fraser	Ham & Bacon	7.17
Leonard Fisheries Ltd.	Fish	18.72
Nickerson & Crease	Produce	30.20
Moirs Ltd.	Bread	32.80

February 9th, 1922.

W.P. Meyer	Sausages	5.40
McLeod & Baloom	Drugs	66.23
T.C. Allen & Co.	Gum Labels	3.00
Geo. Butchinson	Ice	29.05
Richmond Paper Co.	Napkins	21.03
Globe Laundry Co. Ltd.		49.14
Mar. Tel. & Tel. Co. Ltd.	Exchange Service	13.04
N.S. Tram & Power Co. Ltd.	Light & Power	109.77
W.W. Hoyt	Repairs	3.95
Salaries	January	975.30

\$ 1922.68

T.B. Hospital Furnishing Account, amount \$847.00

T.H. & T. Francis	Furniture	699.00
Lawrence Hardware Co. Ltd.	Sundries	46.23
T.J. Whalen & Co.	Furnishings	90.82
Webster Smith & Co. Ltd.	Crockeryware	10.95

\$847.00

H.S. Colwell, Chairman

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

HOLLIS STREET PAVING ACCOUNTS

Read report Committee on Works re accounts in connection with Hollis Street Paving.

City Works Office,
Halifax, N.S. Feb. 9th, 1922.

The City Council.
Gentlemen:-

The attached certificate recommending payment to the Nova Scotia Tramways & Power Co. of the sum of \$9228.73, balance in full in connection with the paving of Hollis Street between South and Morris Streets was approved and recommended to Council for payment.

A.F. Messervey,
Clerk of Works.

* * * * *

Halifax, N.S.
February 2nd, 1922.

Mr. H.W. Johnston,
Asst. City Engineer,
Halifax, N.S.

Dear Sir:-

Replying to your favor of the 1st inst, the following is the distribution of \$17,228.73 submitted to you as cash disbursements in connection with the Hollis Street work.

Labor		\$6,518.17
Trucking		1,671.33
Sand	5073 Bus.	380.42
Stone	5040 "	760.17
Gravel	1363 "	106.01
Cement	350 Bags	454.22
Lumber		19.64

February 9th, 1922.

Tools	54.21
Rent of Mixer and Gasoline	137.81
Coal	9.59
Miscellaneous	8.46
	<u>\$ 10120.03</u>
City of Halifax	<u>7108.70</u>
	<u>\$ 17228.73</u>

J.R. Blackett,
Treasurer.

* * * * *

Halifax, N.S. February 6th, 1922.

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

Sir:-

The total cash outlay of the Tram Company as per their statement attached and including an amount of \$7,108.70 paid out by the City for work done for the Company is \$17,228.73. We have taken blocks from them to date, to the value of \$5,374.03.

In order to comply with our agreement with the Tram Company the City should pay the Tram Company in cash \$9,228.73 and the Tram Company should pay the City in cash \$7,108.70 and in paving blocks to the value of \$11,854.70.

H.W. Johnston,
Asst. City Engineer.

* * * * *

City Engineer's Office,
Halifax, N.S. Feb. 7th, 1922.

His Worship the Mayor,
Sir:-

I beg to recommend payment to the Nova Scotia Tramways and Power Company of the sum of Nine Thousand Two Hundred and Twenty-eight Seventy Three (49,228.73) being the balance due for paving blocks purchased to enable them to pave Hollis Street between South Street and Morris Street.

Total cash outlay by the Tram Company.....	\$17,228.73
Paid on account.....	<u>8,000.00</u>
Balance recommended in full.....	<u>\$ 9,228.73</u>

F.W.W. Doane,
City Engineer.

Moved by Alderman Ackhurst seconded by Alderman Finlay that the report be adopted and the accounts paid. Motion passed.

GENERAL ACCOUNTS

Read report Finance Committee recommending accounts for payment.

February 9th, 1922.

Committee Room, City Hall,
February 9th, 1922.

To His Worship the Mayor,
and City Council.

Gentlemen:-

At a meeting of the Finance Committee held
this day the following named accounts amounting to \$485.59
were passed as correct and recommended for payment viz:-

Dr. Finn, M.E.	Certificate of Death	4.00	
Ross Print	Interest Warrants	5.50	
London Rubber Stamp Co.	Dater	.75	
Geo.D. Perry	Preparing Specification	10.00	
Western Union Tel.Co.	Telegram	.55	
Can. Law Book Co.	Vol. 36 C.C. Cases	10.00	
Soulis Typewriter Co.	1 Telephone Arm	9.50	
A. Milne Fraser	Ribbon	1.00	
F.M. O'Neill & Co.	Carbon etc.	7.00	
F.M. O'Neill & Co.	Stamp Ink	.50	
Office Specialty Co.	Transfer Case	.72	
Blackadar Bros.	Subscription for 1921 Rec.	5.00	
Halifax Herald	" 1 year to Aug. 1st, 1922 Mayor's Office	9.00	
Halifax Herald	Subscription for 1 year to Aug. 1st, 1922 City Collector	9.00	
T.C. Allen & Co.	Printing and Stationery		
	City Clerk	50.20	
	" Assessor	26.40	
	" Mayor	11.50	
	" Collector	30.00	
	" Treasurer	<u>2.60</u>	120.70
A & W MacKinlay	Books etc.		
	City Clerk	1.54	
	" Auditor	7.88	
	" Collector	<u>5.27</u>	14.69
Childrens Aid Society	Maintenance of Children to Dec. 31st, 1921		<u>277.68</u>
			\$485.59

Alfred Whitman,
Chairman.

Moved by Alderman Whitman seconded by Alderman Mason
that the report be adopted and the accounts paid. Motion
passed.

WORKS DEPARTMENT ACCOUNTS

Read report Committee on Works re accounts.

City Works Office,
Halifax, N.S. Feb. 8th, 1922.

The City Council.

Gentlemen:-

The Works Committee beg to recommend for payment
the accounts attached hereto amounting to the sum of
\$16,052.00 as follows:-

February 9th, 1922.

Water Maintenance	984.76	
Water Construction	2817.86	
Pumping Station	<u>889.57</u>	4692.19
Sewerage	4217.60	
Internal Health May to Dec.	108.96	
City Hall Wiring	5.16	
Police Gymnasium	4.66	
Abattoir	12.51	
Loan Wid. Streets	5.05	
Elec. Wiring Inspection	13.75	
Telephones	208.32	
City Hall Furniture	27.41	
Fuel City Hall	30.71	
Internal Health Special	168.71	
Teams & Stables	937.82	
Rents City Property	8.10	
Permanent Pavement	19.47	
Streets Special	37.95	
City Property	160.42	
Market Revenue 1920-21	64.59	
City Hall Lighting	282.77	
Market Revenue 1921-22	44.74	
Streets May to December	916.18	
Street Lighting	<u>3359.59</u>	10634.47
City Hall Heating		<u>725.34</u>
		\$16052.00

A.F. Messervey,
Clerk of Works.

Moved by Alderman Ackhurst seconded by Alderman
Hubley that the report be adopted and the accounts paid.
Motion passed.

POLICE DEPARTMENT ACCOUNTS

Read report Police Committee recommending accounts
for payment.

Office of the Chief of Police,
Halifax, N.S. Feb. 9th, 1922.

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

At a meeting of the Police Commission held this
date the following named accounts amounting to \$638.76
were examined, found correct and recommended for payment.

J.S. Parker,
Mayor and Chairman.

Halifax Vulcanizing Works	Rental and Repairs	5.75
J.A. Shaw	Overalls	10.00
Halifax Marine Engineering	Labor on Patrol	15.60
Annand and Carten, <i>Insurance</i>	Premium on Police	
	Patrol	273.20
Doubleday Transfer	Towing Police Patrol	15.00
Hillis and Son	Drilling	.35

February 9th, 1922.

Water Maintenance	984.76	
Water Construction	2817.86	
Pumping Station	<u>889.57</u>	4692.19
Sewerage	4217.60	
Internal Health May to Dec.	108.96	
City Hall Wiring	5.16	
Police Gymnasium	4.66	
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Elec. Wiring Inspection	13.75	
Telephones	208.32	
City Hall Furniture	27.41	
Fuel City Hall	30.71	
Internal Health Special	168.71	
Teams & Stables	937.82	
Rents City Property	8.10	
Permanent Pavement	19.47	
Streets Special	37.95	
City Property	160.42	
Market Revenue 1920-21	64.59	
City Hall Lighting	282.77	
Market Revenue 1921-22	44.74	
Streets May to December	916.18	
Street Lighting	<u>3359.59</u>	10634.47
City Hall Heating		<u>725.34</u>
		\$16052.00

A.F. Messervey,
Clerk of Works.

Moved by Alderman Ackhurst seconded by Alderman Hubley that the report be adopted and the accounts paid.
Motion passed.

POLICE DEPARTMENT ACCOUNTS

Read report Police Committee recommending accounts for payment.

Office of the Chief of Police,
Halifax, N.S. Feb. 9th, 1922.

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

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Annand and Carten	Premium on Police	
	Patrol	273.20
Doubleday Transfer	Towing Police Patrol	15.00
Hillis and Son	Drilling	.35

February 9th, 1922.

Kellys Ltd.	Curtain snaps	2.50
W.F. Page	Overcoat	45.00
Can. Gen. Electric	Piston ring	.89
Ross Print	5000 Index Cards	35.00
J.S. Kirkwood	One Police Ulster	35.00
Robert Taylor	Rubber Boots	27.94
Soulis Typewriter Co.	One ribbon	1.00
Cragg Bros.	Merchandise	47.28
Canadian General Electric Co.	"	3.65
Barrington Street Garage		3.15
Telephone Co.	Telephone Service	15.10
Coleman & Co.	3 Police Fur caps	18.00
A. & W. MacKinlay Ltd.	One Process Book	11.59
Motor Sales	Merchandise	3.52
Metropolitan Motors	Motor Supplies	88.25
Chief of Police	Number plates for cars and scrubbing	6.00
		<u>\$638.76</u>

Moved by Alderman Ackhurst seconded by Alderman Hubley that the report be adopted and the accounts paid. Motion passed.

CITY PRISON ACCOUNTS

Read report Committee on City Prison recommending accounts for payment.

Committee Room, City Hall,
February 8th, 1922.

The City Council.
Gentlemen:-

At a meeting of the City Prison held this day, the following accounts were examined, found correct and recommended to the City Council for payment:-

Moirs Ltd.	Bread	100.56
M.J. Ritcey	Groceries	150.91
J & A Leaman & Co.	Beef	79.24
S.C. Thompson	Feed	32.40
Evans & Co.	Hardware	7.70
Irwin & Sons	Drugs	12.00
Neil Fox	Harness Supplies	6.50
Fred Johnson	Horseshoeing	10.25
Moirs Ltd.	Christmas Rolls etc.	14.75
A & W MacKinlay	Stationery	3.90
Dr. F.W. Ryan	Dentist	3.00
K. McPhee	Repairs to Wagon	12.00
N.S. Tramway & Power Co.	Current	26.46
Maritime Telephone Co.	Rental	11.76
Black & Flinn	Lime	3.05
		<u>\$474.48</u>

Geo. E. Ritchie,
CHAIRMAN.

Moved by Alderman Hubley seconded by Alderman Colwell that the report be adopted and the accounts paid. Motion passed.

February 9th, 1922.

CITY PRISON--REMISSION OF TIME FOR PRISONERS

Read report Committee on City Prison recommending an amendment to the City Prison Ordinance authorizing in certain clauses the remission of time to Prisoners covering draft form of Ordinance.

Committee Room, City Hall,
January 26th, 1922.

The City Council.
Gentlemen:-

The Committee on City Prison beg to report that for some years the question of remission of time to prisoners for good conduct while under sentence has been under consideration and they desire now to obtain authoritative sanction for this practice. In order to secure this it is necessary to amend Ordinance No. 9 "The City Prison" so as to provide for the keeping of a record of the daily conduct of the prisoners. Before advantage can be taken of the benefit of the proposed amendment to the Ordinance the Ordinance will have to be approved by the Governor in Council of Nova Scotia and also by the Governor in Council, Ottawa and proclaimed in the Canada Gazette.

The City Solicitor in the following letter advises this course.

Office of City Solicitor,
Halifax, N.S. August 5th, 1922.

Governor Grant.
Rockhead Prison,
City.

Dear Mr. Grant:-

I have gone through the City Prison Ordinance and the Rules for Officials and Prisoners which you gave me, and the only change that I can see, except what I will refer to in a moment is to substitute the City Prison Committee for the Board of Control.

On reference, however, to Section 17 of the Canadian Prisons and Reformatories Act, I find that in order to entitle the Prison to the benefit of the provisions for remission of sentences, rules must be made for "keeping a record of the daily conduct for prisoners in such prison, noting his behaviour, industry, diligence and faithfulness, and the strictness in which he observes the Prison regulations", and it is only on such rules being declared adequate that the prisoner can become entitled to the provisions for remission.

I do not find any such rules among those submitted to me, and I would suggest to you that you take up with your Commission at once, the making of such rules which can be embodied with those already existing and submitted to the Lieutenant Governor for his approval.

F.H. Bell,
City Solicitor.

The City Solicitor has prepared the necessary Ordinance and the same is recommended to the Council for adoption.

February 9th, 1922.

Ordinance No.....

City Prison--Remission of Time to Prisoners

An Ordinance to Amend Ordinance No. 9 of the City of Halifax "Of the City Prison".

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

Ordinance No. 9 of the City of Halifax "Of the City Prison is hereby amended by adding thereto the following section:

Section 30. There shall be kept in the prison in addition to any other register or record, a special register divided into columns in which shall be kept a correct record of the daily conduct of every prisoner, noting his behaviour, industry, diligence and faithfulness and the strictness with which he observes the prison regulations.

Geo. E. Ritchie,
CHAIRMAN.

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

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

Read a first time an Ordinance entitled "An Ordinance to Amend Ordinance No. 9 of the City of Halifax 'Of the City Prison'".

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

Read a second time an Ordinance entitled "An Ordinance to Amend Ordinance No. 9 of the City of Halifax 'Of the City Prison'".

PERMANENT SIDEWALKS FINAL PAYMENT

Read report Committee on Works recommending final payment on contract for construction of Permanent Sidewalks.

City Works Office,
Halifax, N.S. Jan. 28th, 1922.

His Worship the Mayor,
and City Council.

Sir:-

At a meeting of the Works Committee held this day City Engineer's certificate recommending payment to Stockley Construction Co. of the sum of Seven Thousand Three Hundred and Eighty-nine Dollars and Seventeen Cents

Council ✓

February 9th, 1922.

(\$7,389.17) being the balance in full on their contract for the construction of permanent sidewalks was approved and recommended to Council for payment.

A.F. Messervey,
Clerk of Works.

* * * * *

Office of City Engineer,
Halifax, N.S. Jan. 10th, 1922.

His Worship the Mayor.
Sir:- Certificate #11 (Final)

I beg to recommend payment to the Stockley Construction Co., of the sum of Seven Thousand Three Hundred and Eighty-nine Dollars and Seventeen cents (\$7,389.17) being the balance in full, on their contract for the construction of permanent sidewalks.

Est. value of work done.....	\$116,902.17
Paid on certificates 1 - 10.....	<u>109,513.00</u>
Bal. recommended in full.....	\$ 7,389.17

H.W. Johnston,
Assistant City Engineer.

Moved by Alderman Ackhurst seconded by Alderman Hubley that the report be adopted and the account paid. Motion passed.

WORKS DEPARTMENT ANNUAL REPORT

Read Annual Report Committee on Works for the Civic Year 1920-21. Filed.

CITIZENS FREE LIBRARY ACCOUNTS

Read report Library Commission recommending accounts for payment.

Citizens' Free Library,
Halifax, N.S. February 9th, 1922.

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

The Library Commission begs to submit the following bills for payment:-

T.C. Allen & Co.	Books	\$16.58
Chronicle Pub. Co.	Subscription	6.00
Dalhousie Review	"	2.00
Geo. H. Doran Co.	"	2.50
London Rubber Stamp Co.	Ink pad	<u>.65</u>
		\$27.73

L. Barnaby,
Librarian.

February 9th, 1922.

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

CITY HEALTH BOARD ACCOUNTS

Read report City Health Board recommending accounts for payment.

Office of City Health Board,
Halifax, N.S. February 9th, 1922.

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

I beg to submit for your information the attached accounts from the City Health, totalling \$592.49.

J.A. Watters,
Secretary City Health Board.

General Account:

Royal Gazette	Advertising	\$30.00
N.S. Tramway Co.	Light	9.90
Maritime Tel. Co.	Service	22.94
Acadian Recorder	Advertising	80.60
J. Lycon	Taxi Service	7.50
Chronicle Pub. Co.	Advertising	21.00
Ross Print	Printing	4.50
T.C. Allen & Co.	Office Supplies	19.65
W. Lloyd Wood	Anti toxin	39.71
Herald Pub. Co.	Advertising	27.51
Kinleys' Ltd.	Drugs	7.20
C.P.R.	Telegrams	.64
		<u>\$271.15</u>

Isolation Hospital.

N.S. Undertaking	Ambulance service	52.00
J.J. Scriven & Sons	Bread	4.20
F.M. Walker	Milk & Cream	19.19
Melvin & Co.	Shovel, battery	1.90
Hfx. Steam Laundry	Washing	21.75
Sanford Market	Meatstuffs	5.97
Wentzells Ltd.	Groceries	4.24
H.G. Hagen & Co.	Repairs Heating	16.75
Michael Day	Repairs Plumbing	4.08
Morton & Thompson	Battery	.45
MacLeod & Balcom	Drugs	17.45
Boutilier's Limited	Fish-stuffs	6.53
J.A. Leaman & Co.	Meat-stuffs	50.57
Wentzells Ltd.	Groceries	<u>116.26</u>
		\$ 321.34

Recapitulation

General Account.....\$271.15
Isolation Hospital..... 321.34 \$592.49

February 9th, 1922.

Moved by Alderman Colwell seconded by Alderman Finlay that the report be adopted and the accounts paid. Motion passed.

FIRES AND THEIR CAUSES AND LOSSES

Read report Committee of Firewards covering report of Chief Churchill re Fires and Their Causes and Losses for the months of December and January. Filed.

PUBLIC GARDENS ACCOUNTS

Read report Commissioners of Halifax Common covering accounts for payment.

Halifax, N.S. February 4th, 1922.

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

At a meeting of the Commissioners of Halifax Public Gardens etc., held January 31st at 4.30, in the Mayor's Office, City Hall, the attached bills amounting to \$519.33 were passed and ordered to be sent to the Council for its approval and payment.

R.D. Guildford,
Hon. Secretary for Public Gardens.

John Connor Co. Ltd.	\$53.75	
John Connor Co. Ltd.	87.85	
S.C. Thompson	19.55	
Thomas Muldowney	9.05	
D.A. McCulloch	2.25	
H.D. McKenzie Co. Ltd.	253.09	
Evans & Co.	66.25	
Stannage Morash	1.26	
James Simmonds Ltd.	16.28	
Blackadar Bros.	10.00	\$519.33

Moved by Alderman Ackhurst seconded by Alderman Regan that the report be adopted and the accounts paid. Motion passed.

DUNCAN STREET BUILDING PERMIT--A.D. JOHNSTON

Read letter Silver & Nichols in the matter of an application by A.D. Johnston for a permit for the erection of a building on Duncan Street.

Moved by Alderman Murphy seconded by Alderman Whitman that the same be referred to the City Solicitor to acknowledge for suitable explanation. *Motion passed.*

Silver & Nichols
Solicitor
Engineer

February 9th, 1922.

COAL WEIGHERS

Read applications Lawrence D. Murrans and W.H. Walker for position of Coal Weighers. Filed.

BLOOMFIELD SCHOOL (OLD) CONVERSION

Read letter Deputy Provincial Secretary re conversion of the (Old) Bloomfield School Building into a Bungalow.

Office of Provincial Secretary,
Halifax, 11th January, 1922.

The City Clerk,
Halifax, N.S.

Dear Sir:-

I beg to acknowledge your communication of the 6th January, enclosing extract from the minutes of the City Council, of 24th November last, re Bloomfield (Old) School Building, conversion to Bungalow, and also extract from minutes of meeting of City Council of 5th January, 1922, re Bloomfield School reconditioning.

Arthur S. Barnstead,
Deputy Provincial Secretary.

Moved by Alderman Ackhurst seconded by Alderman Mason that His Worship the Mayor be instructed to request the Chairman of the School Board to act within one week in the matter of the reconstruction of the (Old) Bloomfield School Building and upon failure of the School Board to so act that His Worship to ask for authority from the Governor in Council to proceed with the work.

Alderman Ritchie submits the following amendment:

THAT the School Board be requested to meet and ask for tenders for the necessary alterations in Bloomfield Street School within one week from the date.

The amendment is moved by Alderman Ritchie seconded by Alderman Whitman and passed.

Alderman Finlay declines to move for the reconsideration of the action of Council of January 5th on the above matter as to which he gave notice of reconsideration at said meeting of January 5th.

Council ✓

Letter
School Board ✓

February 9th, 1922.

COAL WEIGHERS REPORT FOR DECEMBER

Read report Coal Weighers showing each of the permanent Weighers to have received \$106.52 for the month of December. Filed.

COAL WEIGHERS FEES ORDINANCE

Read Ordinance re Coal Weighers Fees which was submitted at meeting of Council January 5th, 1922 and received a first and a second reading.

Moved by Alderman Power seconded by Alderman Ritchie that the last paragraph of Section 948 of the Halifax City Charter 1914 be amended by striking out the words 5 cents and substituting therefor the words "such fees as the City Council may from time to time determine".

Moved in amendment by Alderman Ackhurst seconded by Alderman Whitman that the Ordinance be referred back to the Committee on Laws and Privileges for further report.

The amendment is put and lost 7 voting for the same and 8 against as follows:-

For the Amendment:- Aldermen Colwell, Whitman, Ackhurst, Finlay, Sanford, Regan, Cameron - 7.

Against it:- Aldermen Bissett, Schaffner, Murphy, Guildford, Ritchie, Power, Mason, Hubley - 8.

The original motion is put and passed 8 voting for the same and 7 against it as follows:-

For the Motion:- Aldermen Bissett, Schaffner, Murphy, Guildford, Ritchie, Power, Mason, Hubley - 8.

Against it:- Aldermen Colwell, Whitman, Ackhurst, Finlay, Sanford, Regan, Cameron - 7.

Alderman Ackhurst gives notice of reconsideration.

CITY PRISON SUPPLIES

Read report City Prison Committee re tenders for supplies to the City Prison for three months.

*Asst City Clerk
ald. Power*

Council

February 9th, 1922.

Committee Room, City Hall,
January 26th, 1922.

The City Council.
Gentlemen:-

The Committee on City Prison beg to report that they have received and opened tenders for various supplies for the period from February 1st to April 30th as follows:-

Bread

Bens Ltd. per 1 1/2 lb loaf	7 1/10 cents.
Scriven's Bakery "	7 cents
O'Malley's Bakery "	7 cents

or 4.66 cents per pound.

The tenders of Scriven and O'Malley being equal it was decided to divide the contract between them Messrs. Scriven to have the period from February 1st to March 18th. inclusive and Mr. O'Malley from March 20th. to April 30th. inclusive.

Beef

The Maritime Market	per lb	8 1/2 cents
J.A. Leaman & Co.	"	10 "
W.A. Maling & Co.	"	10 3/4 "
Sanfords Market	"	9 "

It was decided to accept the tender of The Maritime Market it being the lowest.

Groceries

Wentzells Ltd.	Prices as per schedule
R.N. McDonald	"
Payzant & King	"

It was decided to accept the tender of Wentzells Ltd. it being the lowest.

The approval of the City Council is requested.
The original Tenders are attached hereto.

Geo. E. Ritchie,
Chairman.

Moved by Alderman Ritchie seconded by Alderman Hubley that the report be adopted. Motion passed.

LOANS FOR VARIOUS PURPOSES

Read report Finance Committee re Temporary Loans for various purposes.

Committee Room, City Hall,
January 25th, 1922.

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

At a meeting of the Finance Committee held this day the attached letters from the City Engineer underdates of January 9th, 10, 14th and 16th 1922, covering charges against abutters their share for Permanent Sidewalks, Permanent Pavement and Street Oiling were read.

Your Committee recommends the adoption of the several resolutions submitted herewith covering the same as well as resolutions covering the balances authorized on Water Maintenance and on Water and Sewer Extension accounts as follows:-

February 9th, 1922.

Permanent Pavement Abutters	1918	\$7,632.37	
	1919	70,823.93	
	1920	291,031.38	
	1921	<u>10,086.82</u>	\$379,574.50
Permanent Sidewalks Abutters	1920	2,874.35	
	1921		
	approx.	<u>53,600.00</u>	56,474.35
Oiling Streets			3,632.00
Water Maintenance			2,500.00
Sewers & Water Extension			
1st for Construction New Sewer		29,300.00	
2nd for further Extension Water Service		20,000.00	
			<u>49,300.00</u>

Alfred Whitman,
CHAIRMAN.

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City Engineer's Office,
Halifax, N.S. Jan. 9th, 1922.

The City Treasurer,
City Hall.

Dear Sir:-

The amount which the abutters have been assessed for in the list filed as their proportion of the cost of paving is:

1918,	Paving	\$7,632.37
1919	"	70,823.93
1920	"	291,031.38
1921	Sidewalks	2,874.35

F.W.W. Doane,
City Engineer.

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City Engineer's Office,
Halifax, N.S. Jan. 16th, 1922.

The City Treasurer,
City Hall.

Dear Sir:-

The amount charged to abutters in the list filed as their proportion of the cost of paving in 1921 is \$10,086.82.

F.W.W. Doane,
City Engineer.

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City Engineer's Office,
Halifax, N.S. Jan. 10th, 1922.

City Treasurer,
City.

Dear Sir:-

It is estimated that the abutters' share of the cost of permanent sidewalks laid during 1921 will amount to approximately \$53,600.

H.W. Johnston,
Assistant City Engineer.