

CHAP. 46

An Act to amend the charter of the town of St. Louis

[Assented to 28th March, 1901]

WHEREAS the town of St. Louis has, by its petition, Preamble. set forth; that it has become expedient, in the interest of public health, to provide for the filtering of the water supplied to the inhabitants of the town; that, for such purpose, the charter of the town of St. Louis must be amended so as to authorize the said corporation to provide for the establishment of a filtering system for the water supply of the town, and to, moreover, authorize the said council and the council of any other municipality to enter into any agreement, and grant such aid, in order to obtain the benefit of the said system of filtration, or to provide for the establishment and operation of the same, and for the purposes above stated, amend the existing contracts; that an agreement was passed on the 1st February, 1901, between the said town of St. Louis and the Montreal Water and Power Company, before J. A. Cameron, N.P., for the purpose of settling the debt due by the said company to the said town; that a contract was passed, at the same date, between the said town and the said company, before J. A. Cameron, N.P., for the purpose of permitting the said town to lay pipes and do certain works to extend, within the limits of the said municipality, the water-works' system of the said company, and that it is expedient, in so far as these contracts may amend the original contract, that the two above deeds should be ratified by the Legislature, in the interest of both parties;

Whereas the town of St. Louis has, by its petition for the purposes above mentioned, prayed for amendments to its charter, to wit, the act 59 Victoria, chapter 55;

And whereas it is expedient to grant its prayer;

Therefore, His Majesty, by and with the advice and consent of the Legislature of Quebec, enacts as follows:

1. The following articles are added after article 44 of the act 59 Victoria, chapter 55:

Arts. added
to 59 V., c.
55, after art.
44.

" 44a. The council may provide for the establishment of a filtering system for the water supply of the town, and for that purpose make all arrangements with, and grant to such aid as it considers necessary in the public interest to the present contractors for such water supply, and amend the existing contracts.

Council may
provide for
filtering sys-
tem for water
supply.

Council may enter into agreements with other councils of municipalities, &c., respecting such filtering system.

"44b. The council of the town of St. Louis and the council of any other municipality may, in their respective and common interest, enter into any agreement and grant such aid, either together or with any person, firm, company or corporation for the purpose of obtaining the benefit of the said system of filtration of the water supply, or to provide for the establishment and operation of the same, and may for that purpose make such amendments to existing contracts, with the consent of the contractor, as may be necessary to give effect to such arrangements.

Contract of 1 Feb'y 1901, number 2598, between the town and the Montreal Water and Power Company, Appendix A, ratified.

"44c. The contract, appendix A to this act, passed on the 1st February, 1901, between the town of St. Louis and the Montreal Water and Power Company, before J. Alex. Cameron, notary, under the No. 2598 of his repertory, for the purpose of settling the debt due by the said company to the said town for the price and value of certain work, excavations, supplies, laying of pipes and other works, for the sum of \$90,000, by four payments in twenty years, upon the terms and conditions set forth in the said contract, is, by the present act, ratified, confirmed and declared valid to all intents and purposes.

Contract of 1 Feb'y 1901, number 2599, between the town and the Montreal Water and Power Company, Appendix B, ratified.

"44d. The contract, appendix B to this act, passed on the 1st February, 1901, between the town of St. Louis and the Montreal Water and Power Company, before J. Alex. Cameron, notary, under the No. 2599 of his repertory, for the purpose of permitting the said town of St. Louis to lay pipes and do certain work to extend within the limits of the municipality the water-works system of the said company, in twelve streets to the south of the Canadian Pacific Railway, and in the streets to the north of the said railway, upon the terms and conditions mentioned in the said contract, is, by the present act, ratified and confirmed and declared valid to all intents and purposes."

Coming into force.

2. This act shall come into force on the day of its sanction.

APPENDIX A

BEFORE, M^{RE} JOHN ALEXANDER CAMERON, the undersigned
Notary Public for the Province of Quebec, residing and
practising at the city of Montreal

APPEARED :

THE TOWN OF ST. LOUIS, a body politic and corporate, having
its seat of business at the town of St. Louis, in the dis-
trict of Montreal ; Herein acting by LEONIDAS VILLE-
NEUVE, the mayor, and ALFRED F. VINCENT, the secretary-
treasurer of the said town, both residing therein, and
duly authorized for the purposes hereof in virtue of a
resolution of the Council of the said town, passed at a
meeting thereof held on the thirty-first day of January
last (1901), whereof a certified copy is hereto annexed,
hereinafter called " the town "

Of the first part

AND

THE MONTREAL WATER AND POWER COMPANY, a body politic
and corporate, having its chief place of business at the
city of Montreal; herein acting by THOMAS J. DRUMMOND,
the vice-president, and ALBERT CARVELL, the secretary,
both residing at the said city of Montreal, and duly
authorized for the purposes hereof in virtue of a resolu-
tion passed at a meeting of the directors of the company,
held on the twenty-eighth day of January last (1901,) a
copy whereof is hereto annexed, hereinafter called
" the company "

Of the second part

WHO DECLARED UNTO THE SAID NOTARY :

THAT WHEREAS the company is indebted to the said town
in certain sums of money, being as and for the price and
value of certain work of excavation which was done by the
town in connection with the construction of their sewer
system, and to which the company was bound to contribute
a proportion in consideration of the permission granted to
the company by the town of laying water pipes in the said
cuts, and further in consideration of certain pipe laying and
other work done by the town for the benefit of the inhab-
itants thereof, and which it is proposed to transfer to the
company under the conditions of this contract, and upon
payment of the amounts hereinafter set forth ;

And whereas the amount of said indebtedness has been for some time in dispute between the parties hereto, and has now been settled and established to their mutual satisfaction, as hereinafter set forth ;

And whereas, as part of the consideration for said settlement, a delay has been granted by the town for the payment thereof ; the whole as hereinafter set forth :

NOW THEREFORE THESE PRESENTS WITNESS :

1. The company hereby agrees and binds and obliges itself to pay to the town the sum of ninety thousand dollars in manner following, that is to say :

Twenty-two thousand five hundred dollars on the first day of January, nineteen hundred and six ;

Twenty-two thousand five hundred dollars on the first day of January, nineteen hundred and eleven ;

Twenty-two thousand five hundred dollars on the first day of January, nineteen hundred and sixteen ; and :

Twenty-two thousand five hundred dollars on the first day of January, nineteen hundred and twenty-one.

2. The company hereby grants to the said town a discharge and release from any and all claims at present existing or which might otherwise hereafter arise under and by virtue of the guarantee of ten per cent. given by the town to the company with regard to the annual revenue to be derived by the company from certain pipes which have been laid on certain streets in said town under the contract between the town and the company, executed before John Fair, notary, on the twelfth day of February, eighteen hundred and ninety-one, and for any and all claims at present existing or which might otherwise hereafter arise from any cause whatsoever in relation to the different works which have been heretofore done either by the town or the company by virtue of the above contract, and a subsequent contract, relating thereto, executed under private signature between the said parties on the sixteenth day of July, eighteen hundred and ninety-five. And the town grants to the company a similar and reciprocal discharge and release from any and all claims arising from the causes referred to in this paragraph.

3. The company further grants to the town a final and complete discharge of any and all claims which it might have or pretend to have at this date, and the town reciprocally discharges the company from any and all claims which it might have or pretend to have against the company at this date in consideration of the payments herein stipulated,

and it is agreed that all litigation between the parties shall be forthwith discontinued, each party paying its own costs.

4. It is expressly agreed and understood that until the final payment of each and every of the amounts hereinabove mentioned, the town shall remain proprietor of the pipes and works representing the indebtedness of the company, but the company shall have the administration, care, and maintenance of the said pipes, and shall operate the same in connection with their general system of water-works, in so far as the same may be done without affecting the rights of ownership in said pipes of the town, as provided by its charter, and upon the said final payment the rights of the town to the said pipes shall be transferred to the company in full rights and ownership.

5. The work and material referred to in the present settlement, and which are to be acquired by the company upon payment of the amounts herein stipulated, are detailed in the statements prepared by J. Emile Vanier, the engineer of the town, and bearing date the seventeenth day of September last (1900), and the twenty-first day of September last (1900); which statements after being signed for identification by the parties hereto, have been deposited by them with the undersigned notary by actes of deposit bearing even date herewith.

WHEREOF ACTE :—Executed as regards the town of St. Louis at the said town of St. Louis, and as regards the Montreal Water & Power Company and closed at the said city of Montreal on this first day of February, one thousand nine hundred and one, and of record in the office of the undersigned notary under the number two thousand five hundred and ninety-eight.

And the said appearers, after due reading hereof, signed in presence of said notary.

(Signed) L. VILLENEUVE,
Mayor.
A. F. VINCENT,
Secretary-Treasurer.
THOS J. DRUMMOND,
Vice-President.
A. CARVELL,
Secretary.
J. A. CAMERON,
Notary Public.

A true copy of the original hereof remaining of record in my office.

J. A. CAMERON,
Notary Public.

APPENDIX B

BEFORE M^{RE} JOHN ALEXANDER CAMERON, the undersigned
notary public for the Province of Quebec, residing and
practising at the city of Montreal

APPEARED :

THE TOWN OF ST. LOUIS, a body politic and corporate, having
its seat of business at the town of St. Louis, in the dis-
trict of Montreal ; herein acting by LEONIDAS VILLE-
NEUVE, the mayor, and ALFRED F. VINCENT, the secre-
tary-treasurer of the said town, both residing therein,
and duly authorized for the purposes hereof in virtue
of a resolution of the council of the said town passed at
a meeting thereof held on the thirty-first day of Jan-
uary last, (1901), whereof a certified copy is hereto
annexed, hereinafter called "the town"

Of the first part.

AND

THE MONTREAL WATER AND POWER COMPANY, a body politic
and corporate, having its chief place of business at the
said city of Montreal ; herein acting by THOMAS J.
DRUMMOND, the vice-president, and ALBERT CARVELL,
the secretary, both residing at the said city of Montreal,
and duly authorized for the purposes hereof in virtue
of a resolution passed at a meeting of the directors of
said company held on the twenty-eighth day of Jan-
uary last, (1901), a certified copy whereof is hereto
annexed, hereinafter called "the company"

Of the second part.

WHO DECLARED UNTO THE SAID NOTARY :

That whereas by contract executed before John Fair,
notary, on the twelfth day of February, eighteen hundred
and ninety-one, the Montreal Water & Power Company
became contractors for the supply of water to the said town
of St. Louis ;

And whereas an addition was made to the said contract
by a private writing executed between the parties, on the
sixteenth day of July, eighteen hundred and ninety-five,
which contract has been fulfilled to the satisfaction of both
parties, and is hereby terminated and annulled ;

And whereas the parties have decided to make a further
addition to the terms of the said contract in such a manner

as to enable certain proprietors and rate-payers of the said town, to whom the company is not bound to furnish water by the terms of its contract, to be supplied with water ;

And whereas the company has agreed that the town shall do certain work and lay certain pipes without prejudice to the existing contract, which work and pipes are to be hereafter taken over by the company on the terms hereinafter stated ;

PROPRIÉTÉ DE
L'ASSEMBLÉE LÉGISLATIVE

NOW THEREFORE THESE PRESENTS WITNESS :

1st. The company hereby consents that the town shall have the right to lay pipes within the limits of the said town on any and all streets which may be selected by the council of the said town to the north of the tracks of the Canadian Pacific Railway Company, provided that the total cost of the work to be done by the town and the pipes to be so laid shall not exceed the sum of fifty thousand dollars.

2nd. Whenever the said town may consider it desirable to do so, it may connect the system of water-works within the limits of the said town with the water mains supplying St Denis Ward, in the city of Montreal, and the company shall supply water to said pipes so connected, but in that event the company shall not be compelled to obtain or pay for the right of way, nor shall the company be bound to furnish water to the said pipes through the system of the company at present existing in the said St. Denis Ward, except and unless the company can do so without contravening the agreements at present existing between the company and the city of Montreal. It is further agreed that in the event of the sale by the company of its plant in the said St. Denis Ward the obligations under the present clause shall cease.

3rd. All work to be done by the town under the terms of the present agreement shall be done subject to the inspection and the approval of the company's engineer, and in accordance with plans to be approved by the company.

4th. The town shall have the right to lay pipes on twelve streets to the south of the Canadian Pacific Railway Company's track, the said streets to be selected by the town.

5th. The cost of any and all work to be done hereunder and for which the company shall hereafter pay, as hereinafter provided, shall not exceed thirty cents per running foot for trenching and refilling the same for all mains. The cost to be charged to the company for the pipe and the laying of the same, and other material and works pertaining to such extensions shall not exceed the price at which the company can provide similar material and do said work at the time the work was being done ; and it is expressly

agreed that all work to be done hereunder shall be done between the first day of May and the thirtieth day of November in any year.

6th. The company shall lay all new service pipes which may be required. In case the town or the proprietors shall construct drains to any house, the company shall use the cut made for the laying of said drains and shall be charged for the same at the rate of twenty cents per running foot, which sum shall include the refilling of the said cuts.

7th. All work to be done by the terms of this agreement shall be subject to the inspection and approval of the company's engineer, and in accordance with plans and specifications to be approved by the said engineer. Before beginning any work hereunder, the town shall give the company ten days' notice in writing of its intention to lay such pipe and submit the necessary plans and specifications for the said work, and the company shall, within said delay of ten days, communicate its engineer's decision as to said plans and specifications.

8th. Any and all work done by the town under the terms of this agreement shall remain the property of the town until the same has been paid for by the company as herein-after provided, and the said work shall not form part of the company's general system nor become subject to any privilege, lien, or hypothec which exists or may hereafter become a charge upon said system, but the company shall in so far as possible have the care and maintenance of the said extensions and be entitled to receive any revenue derivable therefrom, it being agreed and understood that the company shall supply water by the said pipes upon the same terms as the water is furnished to the rate-payers of the said town in general.

9th. Upon the completion of the said work in each year, to wit: during the month of December, the town shall furnish to the company a full statement of all work done during the then current year, and settlement shall be made therefor by the company for work done to the south of the Canadian Pacific Railway tracks, to wit: by the payment to the town of one quarter of the amount of said indebtedness in five years from the date of each settlement; of one quarter in ten years from said date; of one quarter in fifteen years from said date and of one quarter in twenty years from said date, and any and all amounts overdue and unpaid by the company shall bear interest at the rate of four per centum per annum, but the said interest shall commence to run only from and after the completion of five years from the date of settlement.

10th. In so far as regards the work to be done north of the track, and which it is provided shall not exceed the sum of

fifty thousand dollars, the settlement for the same shall be made once a year, to wit : during the month of December, when the work is completed ; and the said sum or such amount as shall be expended by the town, not exceeding the sum of fifty thousand dollars, shall be payable as follows, to wit : one third in ten years from the date of such settlement ; one third in fifteen years from the said date ; and the balance, or one third, in twenty years from the said date. Interest shall begin to run upon the said sums in ten years only from the date of such settlement, and shall be at the rate of four per centum per annum payable yearly.

11th. In the event and as fast as the company acquires any of the said mains under the present contract, and upon the final payment of each settlement above mentioned, they shall be taken over and form part of its system, but the company expressly waives, in favor of the town, the clause in the original contract which provided for the guarantee of ten per cent. in revenue upon the cost of the said works and pipes.

12th. Whenever called upon to do so and after notification by the town that it is intended to lay any pipes, the company shall furnish a statement in writing to the town of the amount for which it can supply and lay the pipes proposed to be laid, and at which the company would contract to do the said work.

WHEREOF ACTE :—Executed as regards the town of St. Louis at the said town of St. Louis and as regards the Montreal Water and Power Company and closed at the said city of Montreal on this first day of February, one thousand nine hundred and one, and of record in the office of the undersigned notary under the number one thousand five hundred and ninety-one.

And the said appearers, after due reading hereof, signed in presence of said notary.

Signed, L. VILLENEUVE,
Mayor,
A. F. VINCENT,
Secretary-Treasurer.
THOS. J. DRUMMOND,
Vice-President.
A. CARVELL,
Secretary.
J. A. CAMERON,
Notary Public.

A true Copy of the original herooof remaining of record in my office.

J. A. CAMERON,
Notary Public.