

## DUBBO GAS AND ELECTRICITY FRANCHISE ACT.

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Act No. 18, 1923.

An Act to enable the Council of the Municipality George V,  
No. 18. of Dubbo to enter into an arrangement to lease the Dubbo Municipal Gas Works, and to grant permission under the Local Government Act, 1919, to the lessee and his assigns to supply both gas and electricity in consideration of such lease; to validate a certain agreement; and for purposes connected therewith. [Assented to, 14th November, 1923.]

BE it enacted by the King's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative Assembly of New South Wales in Parliament assembled, and by the authority of the same, as follows:—

**1.** This Act may be cited as the "Dubbo Gas and Electricity Franchise Act, 1923," and shall be deemed to have come into force on the second day of August, one thousand nine hundred and twenty-three.

**2.** Notwithstanding the provisions of the Local Government Act, 1919, the Council of the Municipality of Dubbo shall have power and authority to enter into the agreement, a copy of which is set out in the Schedule to this Act.

**3.** The said agreement shall be deemed to be valid and effectual for all purposes and shall be deemed to be an agreement validly made under the provisions of section four hundred and twenty of the Local Government Act, 1919.

**4.**

**George V,** **4.** The lighted area referred to in clause thirteen  
**No. 18.** of the agreement shall be deemed to be the area as  
 Lighted area. indicated on the plan signed by the Mayor of Dubbo  
 and Herbert Park, a certified copy of which is deposited  
 in the office of the Minister for Local Government.

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#### SCHEDULE.

Sec. 2. **AGREEMENT** made this third day of August, one thousand nine hundred  
 and twenty-three, between Herbert Park and his executors,  
 administrators, and assigns (hereinafter called the contractor) of  
 the one part and the Council of the Municipality of Dubbo  
 (hereinafter called the council) of the other part.

It is mutually agreed and declared as follows:—

#### PART I.

##### THE FRANCHISE.

1. This Agreement shall in accordance with section 420 of the Local  
 Government Act, 1919, be subject to the approval of the Governor.

##### FRANCHISE GRANTED TO THE CONTRACTOR.

2. Subject to the terms of this Agreement the council hereby grants  
 to the contractor permission to supply electric current to the public  
 and, subject to the council's obtaining the necessary legislative authority  
 so to do, permission to supply gas to the public, and for such purposes  
 to lay or erect pipes, wires, conduits, poles, and other apparatus on,  
 under, over or through any public place.

##### LOCALITIES COVERED.

3. This Agreement applies to the whole area of the Municipality of  
 Dubbo from time to time existing, without prejudice to the right of the  
 contractor to supply current to the public outside such area as herein-  
 after provided.

##### TERM OF FRANCHISE.

4. The time during which permissions are given as aforesaid and  
 the term of this Agreement shall be for a period of thirty years from  
 the date of the Governor's approval hereof, subject to any extension as  
 next hereinafter provided.

5. The said permissions and this Agreement may be extended for  
 any further term mutually agreed upon in writing between the parties  
 hereto, subject to the approval of the Governor under section 420 of  
 the Local Government Act, 1919; but if any such extension shall not  
 have been agreed upon as aforesaid, and if the contractor shall at the  
 end of the said term or any extension thereof continue to maintain his  
 electrical installations in the said municipality or to supply electricity  
 to consumers without objection by the council, then the contractor shall  
 be

be deemed to do so on the conditions and terms of this Agreement, which conditions and terms shall continue in force and binding on the respective parties hereto, and shall be determinable by either party on giving three calendar months' notice in writing to the other party at any time thereafter.

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**CONSIDERATION FOR THE AGREEMENT.**

6. The consideration for this Agreement is that the council will lease to the contractor as soon as practicable after it has obtained legislative authority so to do, and the contractor will take from the council a lease of the gasworks for a period of thirty years at an annual rental of £670 per annum, provided that the contractor shall have the right to deduct from such annual payment of £670 per annum the amount of any charge levied upon the contractor, either in respect of the electric light undertaking or the gas undertaking, under section 171 of the Local Government Act, 1919.

7. Such lease shall commence as and from the complete installation of the electric generating plant hereinbefore referred to, and the contractor shall thereupon become entitled to take possession of the said gaswork premises as now used, but exclusive of the cottage adjoining owned by the council, and shall during the currency of the said lease operate the said gasworks for the supply of gas to the public under and in conformity with the provisions of the Gas Act, 1912, or any consolidation or amendment thereof, and shall keep and maintain the said gasworks in thorough working order and repair, and do everything reasonably possible to maintain an efficient supply of gas to the public. The council shall execute all necessary assurances to transfer to the contractor the council's business of supplying gas to the public and its rights against the customers of the gasworks with respect to meter rents, the control and reading of meters, the collection of gas bills and the retention of deposits of money lodged by such customers with the council after the date of the said lease for the due performance of their contract, but not the book debts of the said business. At the expiration of this Agreement, or any extension thereof, the value of the said works shall be assessed by arbitration, and the difference between its ascertained value at the commencement, namely, £13,342, and the value at the expiration of such term after proper allowance has been made for alterations and renewals and depreciations at the rate of  $7\frac{1}{2}$  per centum on such difference shall be paid by the council to the contractor if an increase in value has taken place. In this valuation goodwill shall be excluded.

8. In the event of this Agreement being fulfilled and remaining in operation at the end of the said term of years the council shall pay to the contractor the book value at that date of the power station and of the generating plant and distributing equipment installed by the contractor within the municipality for the manufacture and distribution of electricity,  $7\frac{1}{2}$  per centum per annum having been written off (together with the value of all time payment contracts for installations or material) as ascertained by arbitration between assessors to be appointed by the contractor and the council. Upon the council taking over from the contractor under this clause the contractor shall execute all necessary assurances to vest in the council the plant, works, &c., within the municipality, together with the benefit of all contracts, franchises, and licences acquired by him in connection therewith within the municipality.

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9. The contractor shall forthwith upon this Agreement being approved by the Governor erect within the municipality and instal an absolutely new and up-to-date plant for the generation of electricity, and shall erect from time to time throughout the municipality as required for the purposes of distribution of electric current a new and up-to-date system of distributing mains, cables, poles, wires, and other necessary distributing and regulating apparatus, and shall erect and equip street lamps of such candle power and in such positions as may be required by the council, and shall throughout the term of this Agreement keep the said generating plant and distributing system and lamps up to date and equal to all demands made upon it by the council and the public of the municipality for the supply of current.

10. By way of security for the performance of this Agreement the contractor shall take out a guarantee policy in the sum of £2,000 in some insurance company to be approved of by the council, and shall pay to the council the necessary stamp duty to enable the council to pay the stamp duty within twenty-one days from the date when this Agreement shall be approved by the Governor, and shall deposit such policy with the council within one calendar month from such approval and shall keep the premiums thereon paid up to date annually, and shall forward the receipt for payment of each of such premiums thereon to the council within one month of the same falling due: provided that if such guarantee policy be not received by the council within the said time the council may forthwith demand and the contractor shall forthwith furnish a cash guarantee in the same amount. If the contractor shall fail to comply with this clause the council may thereupon cancel this Agreement.

11. The contractor may at any time assign his rights and obligations under this Agreement to any company or person approved of in writing by the council, and the obtaining and delivery of the policy referred to in clause 10 by the assignee shall be deemed to be a fulfilment by the contractor of the last preceding paragraph of this Agreement subject to the proviso therein and delivery of the policy to the council.

12. So long as the contractor duly carries out and performs the terms and provisions of this Agreement the council will (so far as it lawfully can or may) not allow, permit, or grant to any other person, firm, or corporation the right or license to use the public roads or public places of the municipality for the supply of electric current and (g)as either for street lighting or private consumption and the council will not itself supply any electricity.

## PART II.

### SUPPLY OF ELECTRICITY AND GAS.

13. The contractor shall supply electric current and gas within the municipality either to the council or to any person or company upon application made in the prescribed manner by the council or such person or company without discrimination but subject to the terms and conditions of supply contained herein or annexed hereto: provided that where a supply is required outside the present lighted area the contractor may however require that in the case of an application that will render necessary the laying of an extension main or branch line of supply the applicant shall furnish a sufficient guarantee that the supply of electricity or gas via such extension shall provide a profit which

which shall not be less than 8 per centum per annum upon the capital cost of such extension for the first two years from the date that such extension is completed, and if such guarantee is not given the contractor need not supply: provided such charge shall not be made unless such extension be more than 150 feet for electricity or 75 feet for gas from existing or street mains or lamps to be erected.

14. The general terms and conditions of supply of electricity to consumers shall be in the form annexed hereto marked "A" or such other form as shall be agreed upon by the contractor and the council, and shall be attached to the contractor's form for the use of the public in making application for the supply of electricity: provided that the contractor's form shall not add to or vary the terms. Both the said forms shall be available to the public on demand at the contractor's office at the Electricity Power-house, Dubbo.

### PART III.

#### REGULATION OF CHARGES.

15. The charges to be made by the contractor to the public within the municipality for the supply of electric current as aforesaid and for the use of meters shall be fixed by the contractor and shall not without the consent of the council exceed the following maximum charges:—

- (a) For electric current for lighting purposes, 8d. per unit.
- (b) For electric current for power purposes and for cooking and heating purposes, 4d. per unit, provided that the contractor may without violating the provision against discrimination fix a lower rate per unit for power current supplied for use in meters of more than one-twelfth horse power or for furnace, or electrolytic, or radiograms, or advertising, or other like purposes consuming electricity in large quantities.
- (c) For the loan, hire, or rent of an electric meter as hereinafter provided, 10d. per month (10s. per year).

#### PROVISION FOR FLAT RATES WHERE NO METER USED.

Provided that in any case where the contractor is temporarily unable to supply meters to private houses he may charge flat rates not exceeding the following:—

For lighting:—

Private houses of four living rooms or under—6s. per month.

Private houses of five or six living rooms—8s. per month.

Private houses of more than six rooms—10s. per month.

Provided also that the contractor shall if he fails to supply any private house with a meter for more than six months reduce the monthly charge as follows:—

Deduct 1s. from the monthly charge in the seventh month.

Deduct 1s. 9d. from the monthly charge in the eighth month.

Deduct 2s. 6d. from the monthly charge in the ninth month.

Deduct 3s. 3d. from the monthly charge in the tenth month.

Deduct 4s. from the monthly charge in the twelfth and every succeeding month until a meter is supplied.

16. The rate to be charged by the contractor to the council and the public for the use of gas shall not be more than 10s. per 1,000 cubic feet and less than 2d. per 100 cubic feet as a rebate if paid within fifteen days after rendering account, and for the use of gas meters 1s. 6d. per quarter.

17.

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17. The contractor shall at all reasonable times upon request render repair services to consumers supplied by the contractor with current at a rate of charge equal to the wages and travelling time of the workman on the job plus wholesale cost of material used, with carriage added, plus 10 per centum for cash within a week or 12½ per centum if booked.

18. The contractor may at his sole discretion at any time or from time to time reduce or increase the said charges for electricity or gas subject to the Local Government Act and the Gas Act but not so as to exceed the maximum charges or any increases thereof provided for by or under this Agreement or lawfully and mutually agreed modifications thereof.

19. All charges and terms to and with the customers of the contractor, save as herein provided, shall be uniform and no preference shall be given to any customer.

#### INSTALLATION OF ELECTRICITY IN HOMES AND PREMISES.

20. (1) The contractor shall on request from a customer instal in his house or premises the points required for light and power, and connect up the same with the supply wires and main with a switchboard and service fuses and meters of an approved pattern and efficiency at the current market price. The minimum standard of installation shall be a flex bulb holder, 50 c.p. bulb, opal plain shade, and plain brassed tumbler switch for light points, and for power points a plain fibre wall plug, a plain brassed tumbler switch, and a red danger signal bulb attachment. The contractor shall be entitled to charge special rates for power points for large consumers other than householders.

#### NO MONOPOLY OF PRIVATE INSTALLATION.

(2) The contractor shall not refuse to supply electricity to any premises because any installation of wires, lights, meters, &c., on such premises has been carried out by some person other than the contractor.

(3) The contractor agrees with the council that he will on application undertake the inspection of private installations and furnish the applicant with a report thereon upon payment of a fee not exceeding 5s. in the case of a private residence, 10s. in the case of any other premises excepting a factory, and such fee as the contractor may fix, but not exceeding one pound (£1), in the case of a factory.

#### SUPPLY TO COUNCIL.

21. (1) The contractor shall erect, instal, and keep burning the street lamps erected for the council from the hour of sunset of each day in the year until midnight at a charge of £4 10s. per annum for each lamp of 50 c.p., £7 per year for each such lamp of 100 c.p., £10 for each of 200 c.p., £18 for each of 400 c.p., and £30 per annum for each of 1,000 c.p.

(2) The contractor agrees to erect twenty-five electric lamps of at least 50 candle power each for lighting public places as distinct from the lighting of streets as set out in subclause (1) hereof, and such lamps shall be erected by the contractor in positions indicated by the council from time to time within the lighted area: Provided that the council may require the contractor to, and thereupon the contractor shall within a reasonable time after receipt of notice of the council's requirements, erect additional lamps in public places of like power to be erected

erected at places fixed by the council within the municipality. The rate of payment for lighting such public places for the number of lamps referred to in this clause and for any additional lamps shall be the rate hereinbefore provided in connection with street lamps.

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(3) The contractor agrees that the lamps erected under this clause shall be maintained and kept in good order and condition and at their full illuminating power.

(4) The contractor shall keep alight twenty-five lights to be chosen by the council in streets and public places from sunset to sunrise without any additional charge, and at the request of the council shall keep any further light indicated by it alight from sunset to sunrise; provided that in respect of such additional light or lights the rate of payment to the contractor as hereinbefore set out in respect of such light or lights shall be increased by 33 $\frac{1}{3}$  per centum per annum.

(5) All lamps in parks shall be lit every night of the year, but in respect of other lamps in public places the contractor shall have an equivalent of forty-two hours per month during which lighting need not be supplied, and the hours of such exemption shall be fixed by the council, whose decision shall be final, and shall be conveyed in writing to the contractor from time to time.

22. In the event of the contractor being notified in writing by the council that any public light is defective or unlighted when it should be lighted the contractor agrees that he shall within six hours of receipt by him of such notice remedy the defect and do all things necessary to ensure that such light shall be kept alight when required. In the event of default by the contractor in this regard he shall be liable to pay to the council by way of fine the sum of 2s. per light for every night upon which any light shall remain unlighted after the expiration of the six hours aforesaid, and the council recover such fine as a debt due by the contractor to the council.

23. The contractor shall supply and the council shall take electric current as required for the motor power pumps which (subject to the approval of the Minister for Works) the council shall instal at the present water supply pumping station and/or any other pumping station at a charge of 3 $\frac{1}{2}$ d. per unit up to 150,000; 3 $\frac{1}{4}$ d. per unit between 150,000 and 175,000 used; and 3d. per unit between 175,000 and 200,000 used per annum; above 200,000, 2 $\frac{9}{10}$ d.; and such installation shall be completed by the said council within seven days of the completion by the contractor of the electric plant: provided that the minimum supply to be taken by the council (to any future pumping station) under this clause shall be sufficient to guarantee that the nett income to the contractor shall not be less than 8 per centum per annum upon the capital cost of such installation by the contractor for any future pumping station.

#### REVISION OF SCALE OF CHARGES.

24. During the first quarter of the term of the Agreement, namely, the first seven and one half years from the date of the installation of the said electric plant the above rates of charge for electricity and gas shall remain unaltered. At the end of such period of seven and one-half years arbitrators shall be appointed by the contractor and the council and an investigation shall be held into the whole business of the contractor in the supply of electric current and gas within the municipality. If upon such investigation it shall be decided by such arbitrators

**George V, No. 18.** arbitrators that the cost of production of electric current and gas based upon cost of material used, wages paid, and general costs of sale, distribution, and collection has provided for the contractor a net profit more than sufficient to pay a dividend (after proper allowance for depreciation and renewals of plant) of 10 per centum per annum on the capital invested in the undertaking within the municipality, then the rate of charges hereinbefore fixed shall be revised by the said arbitrators so as to provide that during the ensuing period of the same duration the net profits to arise therefrom shall not be in excess of the said dividend. A similar investigation and adjustment shall be held at the expiration of three years from the end of the said period of seven and one-half years, and also at the end of every third year thereafter.

Likewise when on such investigation it appears that the said profits have provided less than the said dividend the scale of charges shall be increased by agreement as aforesaid so as to ensure that the contractor shall derive from the undertaking within the municipality not less than the said dividend.

#### POWER IN COUNCIL TO PURCHASE CURRENT ELSEWHERE.

25. In the event of electric current becoming available to the contractor from a source other than the works of the contractor at a rate that would permit of current being supplied at a lower price than herein provided for, the contractor shall give the council a proportionate benefit of such lower price, but such alteration in price shall not be asked for from the contractor until the expiration of the term of fifteen years from the said date of installation.

26. For the due protection of the interests of the municipality and the ratepayers it is agreed that all municipal powers and rights with regard to the rights of the public to free passage upon public places shall be preserved notwithstanding this Agreement, and that the council shall retain all its powers under the Local Government Act necessary for the enforcement of such rights.

27. The contractor is hereby authorised and empowered to enter into contracts for the supply, manufacture, and purchase of electric current to customers and from sources outside the municipality, and to use such purchased current if necessary to supplement any shortage of supply arising in his works at Dubbo.

#### ACCESS TO CONTRACTOR'S ACCOUNTS.

28. The contractor shall furnish to the council every year, at a date to be agreed upon between the contractor and the council, a copy of the balance-sheet of the contractor for the preceding year and such other information as the council may require to ascertain the profits which the contractor is making from the undertaking and the amount of capital invested: Provided that the contractor shall not be required to give to the council details evidencing all the amounts shown in the balance-sheets, but shall, when required by the council, submit his books and full information respecting the whole of the undertaking or any part thereof for examination by an auditor or auditors appointed by the council, and such auditor or auditors shall be members of the Australasian Corporation of Public Accountants (or holders of certificates as Local Government Auditors).

PART

**PART IV.****SYSTEM OF ELECTRICITY SUPPLY.****George V,  
No. 18.***Kind of Current.*

29. The system of electrical supply to be provided by the contractor under this Agreement shall be alternating current system three-phase 50 cycles, and the contractor shall not during the currency of this Agreement without the permission of the council obtained in writing, supply electricity by any other system.

**FREQUENCY AND PRESSURE—STANDARD FIXED—MARGIN OF FLUCTUATION—PENALTY.**

30. The frequency and voltage of the system of electricity hereby agreed to be supplied shall be as follows, namely:—

For street or public lighting—50 cycles, 2,200 volts.

For private lighting—50 cycles, 240 volts.

For power—50 cycles, 415 volts.

And if the contractor shall vary the frequency or pressure 3 per centum plus or minus, of the frequency and voltage herein provided for, and continue or permit (after one day's notice in writing thereof has been given by the council to the contractor) any such variation or any variation to the extent herein provided, the contractor shall pay to the council the sum of £5 for each day or portion of a day thereafter during which such variation continues, and the council may recover such amount from the contractor as and for liquidated damages.

**MAINTENANCE OF EFFICIENCY—PROVISO RE LIGHTING, STORM, FLOOD, &c.**

31. The contractor agrees to maintain the efficiency of the service to the public and the council as herein provided and to maintain the efficiency of the contractor's plant and machinery for generating electricity and will attend to the testing of the supply, and the contractor further agrees to maintain at all times during the currency of this Agreement a duplicate plant of such capacity as will enable the contractor in case of breakdown of the principal plant to supply electric light and power under this Agreement. The contractor shall maintain efficient instruments for testing the supply and shall make such tests at frequent intervals and record the result of such tests in a book which shall be open to inspection by the council's consulting engineer or other person authorised by the council. The contractor shall not be held to be in default or be liable hereunder by reason of failure wholly or partially at any time or from time to time to supply electric current or to comply with any of the provisions of this Agreement if such failure is due to partial or general breakdown of any part of the contractor's plant and machinery on account of lightning, storm, tempest, fire, flood, or other unavoidable accident, or partial or general strike, or any other reason whatsoever beyond the control of the contractor.

Provided that in the event of a failure wholly or partially as aforesaid the contractor shall rectify such failure as quickly as is reasonably practicable, but the contractor shall maintain and ensure temporary service for street and private lighting and power for pumping purposes until the breakdown is sufficiently restored, and the contractor shall make due allowance and provision in the equipment and setting up of his plant that a total failure will not be possible.

**INSPECTION**

George V,  
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INSPECTION AND TESTING BY COUNCIL—POWER TO CANCEL  
AGREEMENT.

32. The council's consulting engineer or any person authorised by the council shall have free access at all reasonable times to inspect the works, power-house, plant and machinery and system of distribution of electric current, and make any necessary tests of voltage, current insulation or of any recording apparatus, and in case in his opinion they are not in order to require alteration, he may require the contractor to rectify them without undue delay, and the contractor shall carry out his reasonable requirements without avoidable delay, and in the event of the contractor failing to carry out any such reasonable requirements the contractor shall pay to the council the sum of £5 for each day or portion of a day thereafter during which such failure continues after the date of such further notice as the council may serve hereunder consequent upon such failure, and the council may recover such sum from the contractor as and for liquidated damages.

PART V.

CONTRACTOR'S POLES.

*Public Places—Notice to Council—Approval of Council—British Standards of Work.*

33. (1) The contractor shall before erecting or removing or replacing any poles or carrying out any work involving the obstruction of a public place or the disturbance of the surface submit to the council a proper specification describing the proposed works and the gauge of any wires and the current and potential to be carried, and if required by the council shall submit plans of the work proposed to be done, and shall obtain the approval of the council to such specification and plans with such alterations as the council may find necessary, and shall carry out all work in accordance with the specifications and plans as so altered and approved, and in a proper and workmanlike manner, and to the satisfaction of the council: Provided that all work shall be deemed satisfactory and be approved by the council if it be executed in accordance with the rules and regulations of the Fire Underwriters' Association of New South Wales and the reports and recommendations of the British Engineering Standards Association.

(2) The minimum height of any conductor, stay-wire, or guard-wire shall not be less than 20 feet above any pavement and 22 feet above any roadway. The gauge, spacing, insulation, and protection of all wires and apparatus in any public place under this Agreement shall be submitted for and executed to the approval of the council's consulting engineer and the Institute of Electrical Engineers of Australia.

PUBLIC PLACES—CONSTRUCTION—REPAIRS.

34. (1) The contractor may, subject to the provisions of this Agreement, dig and open up such portions of the public places in the portions of the municipality to which this Agreement applies as may be necessary to carry out the requirements of this Agreement and the authorities and permissions hereby granted.

(2) Provided that in so doing the contractor shall not obstruct or interfere with the rights of the public to free passage upon and over such

such public places more than is necessary in carrying out the works referred to in this Agreement, but the contractor shall reasonably protect the rights of the public as aforesaid and indemnify the council against damages. **George V,  
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(3) The contractor shall repair to the satisfaction of the council all damage done to any public place under the provisions of this clause, and shall repair and maintain all such works as often as it may be necessary by reason of settling of the soil or other defects appearing after the damage has been repaired.

(4) The contractor shall not, except with special permission of the council, completely stop the traffic on any public road or public place.

(5) If the contractor makes default in repairing damage as aforesaid the council may as frequently as may be necessary carry out repairs and recover the cost thereof against the contractor.

#### REMOVAL OR ALTERATIONS OF WORKS.

35. The contractor shall also at the reasonable request of the council whenever necessary for the safety of the public in any street or public place or for the protection of property, or to prevent the risk of accident or injury, alter or move to another position any poles, cables, wires, or other erections used solely in connection with private supply: Provided that if the contractor shall object to any such request the matter shall be referred to arbitration as hereinafter provided to decide whether the alteration is necessary, and if the award shall be to the effect that the alteration is unnecessary then the contractor need not comply with such request unless the council will undertake to bear the cost, but in the latter case the contractor shall nevertheless comply.

#### PUBLIC PLACES—MAINTENANCE OF WORKS—PROTECTION OF PUBLIC— BRITISH STANDARD OF WORK.

36. The contractor shall keep all works, pipes, wires, poles, and other apparatus in any public place (whether for private supply or for street lighting) in good order and condition and properly insulated or otherwise protected to prevent accident or injury or escape of electricity, and so as to secure the safety of the public and indemnify the council against damages:

Provided, however, that the contractor shall be deemed to have complied with this clause whenever the contractor shall keep and maintain the whole or any part of their plants and apparatus hereinbefore mentioned in such repair, order, and condition as will comply with the rules and regulations of the Fire Underwriters' Association of New South Wales for the time being, regulating the maintenance and repair of electric lighting plants, and with the reports and recommendations of the British Engineering Standard Association, and comply with the regulations of the Postmaster-General's Department.

#### PROTECTION OF EXCAVATIONS, &c.

37. The contractor undertakes to guard carefully and to light effectively all holes, excavations, or dangerous places caused by the execution of any works in public places so long as the same are in such a state as to be in any way dangerous or unfit for public traffic thereon and to indemnify the council against damages.

PROTECTION

George V,

No. 18.

PROTECTION OF COUNCIL'S WORKS.

38. (1) The contractor will conform with all reasonable requirements either general or special which may from time to time be made by the council for the purpose of preventing any works of the council from being, except temporarily as aforesaid, injuriously affected by the works of the contractor.

(2) In the exercise within the municipality of the powers conferred upon it hereunder or otherwise the contractor will not lay down or place any works for the supply of electricity whereby any works of the council or of the Postmaster-General or of any other public authority existing at the time of the execution of the contractor's works may be injuriously affected: provided that this clause of this Agreement shall not apply to any temporary inconvenience or injury to or in respect of any public place affected by the works of the contractor.

PLAN OF SYSTEM TO BE SUPPLIED TO COUNCIL.

39. The contractor shall furnish to the council a plan showing the situation of its works, also reticulation plan showing street lighting, public and private lighting and power within the municipality, and shall during each year of this Agreement correct such plan to bring the same up to date from year to year.

REMOVAL OF LAMPS.

40. The contractor agrees that he will at the council's cost, at the request of the council, remove any lamp from any site to any other site which the council shall reasonably require.

STREET AND PARK LAMPS TO BE KEPT UP TO DATE.

41. The contractor agrees that he shall under the system of public lighting provided for in this part of this Agreement keep the lamps in public places, and all electrical appliances, lamps, fittings and other apparatus used in connection therewith, wholly up to date and in accordance with the latest improvements.

PART VI.

GENERAL PROVISIONS.

*Indemnity.*

42. The contractor undertakes and accepts full liability and grants to the council a full indemnity against all damages and costs in respect of any accident or damage caused by his works or by overhead or underground works, pipes, wires, poles or other apparatus laid or erected or openings made in the ground or other places in connection with its works. And the council shall be exempt and indemnified as aforesaid by the contractor from all or any such liability unless such accident or damage shall be caused by the act or default of the council or the officers or servants of the council, being an act other than the execution of this Agreement or the giving of the permission hereby granted: provided that the contractor shall have the control and carriage of all legal proceedings brought against the council in respect of any matter covered by this indemnity and may settle or defend such proceedings

proceedings in such manner and upon such terms as it may think fit **George V,**  
 without prejudice to the council's right to enforce the full indemnity **No. 18.**  
 against the contractor: provided also that the council shall with all  
 reasonable despatch notify the contractor of any claim in this respect  
 made against it.

*Right of Cancellation.*

43. (1) If the contractor shall for a period of three calendar months after written notice from the council or its officers make default in remedying any breach or alleged breach of any stipulation or provision herein contained, without requiring that the question of such breach or alleged breach be submitted to arbitration in manner hereinafter provided, then the council may cancel this Agreement and the permission hereby given, but without prejudice to any right of action which the council or any other person or corporation may have against the contractor for that or any antecedent breach.

(2) Such cancellation may be made by the council notwithstanding the appointment of any assignee, trustee, manager, or receiver.

(3) Upon being notified by the council in writing of cancellation of the Agreement under this clause the contractor shall forthwith forfeit and pay to the council by way of liquidated damages and not as a penalty (the parties' intention being conclusively shown by their respective execution hereof) the fixed sum of £2,000.

*Disputes - Arbitration.*

44. If at any time any difference, dispute, or question shall arise under this Agreement the same shall on the motion of either party be referred to and be determined by arbitration according to the laws of the State of New South Wales for the time being relating to arbitration.

*Assessment of Values.*

45. In the matter of ascertainment of the values of gas works and electrical works, and in the investigations of profits and revision of charges and compensation hereinbefore referred to, the contractor shall appoint one assessor and the council one assessor, and before the said appointed assessors shall enter upon their duties they shall agree upon a referee, or in default of agreement between them upon a referee, the President for the time being of the Electrical Trades Association shall be the referee, who, in the case of failure to agree between the said assessors, shall have power to give a final and binding decision on the questions in dispute between them. In all other respects the provisions of the Arbitration Act shall govern the proceedings of such assessors.

46. (a) This Agreement shall be read with the Local Government Act, 1919, and any amendment thereof, and the provisions of the Interpretation Act, 1897, shall, so far as may be, unless the context otherwise requires, apply in construing it as if such Acts applied mutatis mutandis to its interpretation.

(b) In this Agreement unless inconsistent with the context or subject-matter,—

“Contractor” means Herbert Park, his executors and administrators, and any person or company to whom he may assign as provided for in clause 10.

“Council” means the Council of the Municipality of Dubbo.

“Governor” means the Governor of the State of New South Wales in the Commonwealth of Australia. “Unit”

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“Unit” means B.T.U. or Board of Trade Unit, which is a unit of work or energy equal to that done by 1 kilowatt acting for 1 hour, approximately, 1.34 h.p. hour.

“The Consulting Engineer” shall mean the consulting engineer for the Municipality of Dubbo.

*Authorised representative of council or contractor.*

47. Whenever in this Agreement any supervision, approval, notice, or other act or thing is required to be made, given, or executed by the council or the contractor respectively, the same shall be considered to have been duly made, given, or carried out in accordance with the provisions of this Agreement if made, given, or carried out by the council or its engineer for the time being or other duly authorised representative of the council, or the contractor or his superintendent engineer for the time being or other duly authorised representative of the contractor as the case may be.

48. At the end of twenty years from the date when this Agreement is approved by the Governor the council may resume the electricity and gas works upon payment to the contractor of the book value thereof plus 10 per centum after deducting  $7\frac{1}{2}$  per centum per annum depreciation on the electrical plant, and in the case of the gas works after making a proper allowance for depreciation on the expenditure on the alterations, additions, and renewals in the gas works: Provided that the council shall give to the contractor at least twelve months' notice in writing of its intention so to resume.

49. The contractor agrees to give the council the first call on all residuals from the gas works at the following prices, namely:—

Tar, 2d. per gallon;  
Coke, 6s. per ton,

and the council shall without delay remove the same from the gas works at their own expense.

**COUNCIL TO FACILITATE APPROVAL OF AGREEMENT.**

50. Finally, the council will upon the execution hereof cause this Agreement or a certified copy thereof to be submitted for the approval of the Governor of the said State, and will do all things expedient to procure such approval as provided by the said section 120 of the Local Government Act, 1919.

*Removal of Poles, &c.*

51. Upon the cancellation of this Agreement by the council or at the end of the said period of thirty years the contractor will if so directed by the council remove all posts, wires, lamps or other apparatus erected upon, under or over any public street or public place in the municipality, and shall reinstate such public streets and public places to the satisfaction of the council.

*Completion of Work.*

52. The contractor undertakes to have the whole of the work referred to in this Agreement completed within twelve months from the date when the same shall be approved by the Governor, and should the contractor fail to complete the work within the said period of twelve months he will pay to the council the sum of £10 per week for each and every

every week over the said period of twelve months during which the said work remains uncompleted: Provided that the said period of twelve months shall be extended by any period of delay unavoidably caused through strike or other circumstances beyond the control of the contractor.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

The Common Seal of the Council  
of the Municipality of Dubbo  
was hereunto affixed this third  
day of August, one thousand  
nine hundred and twenty-  
three, in pursuance of a reso-  
lution of the Council passed at  
a meeting held on the thirty-  
first day of July, one thousand  
nine hundred and twenty-  
three.

(L.S.)  
J. BOYD MACDONALD,  
Mayor,  
J. HEALY,  
Town Clerk.

Signed, sealed, and delivered by }  
the said HERBERT PARK in }  
the presence of— }  
A. R. BLUETT,  
Solicitor,  
Sydney.

HERBERT PARK.

#### TERMS AND CONDITIONS OF SUPPLY.

1. All requisitions for a supply of electricity must be made on the printed form attached to those conditions, which forms may be obtained on application to the contractor's office at Dubbo. Special arrangements must be made with the contractor in all cases where arc lamps, motors, or special apparatus are to be used.

2. The contractor may require security for due payment for the electricity supplied and for cost of installation and for proper care and custody of the motor: Provided that the amount of security shall not in any case exceed the estimated amount of three months' supply for a private dwelling or six months' supply in all other cases: Provided that in all cases where the contractor holds deposits on behalf of consumers he will add thereto interest at the ruling Government Savings Bank rate from time to time, and each such deposit together with the interest accrued thereon shall be returned to the consumer when he ceases to take current, or earlier if the contractor sees fit, less any sum that may be due by the consumer to the contractor.

3. Electricity will be supplied at the following rates:—

For lighting purposes—8d. per unit.

For power purposes and heating and cooking—

For small motors of one-twelfth h.p. and under, and for cooking and heating purposes—4d. per unit.

For motors over one-twelfth h.p. and other power consuming devices, and as may be fixed at or under 4d.

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4. The service main will be brought by the contractor free of charge to the nearest point of attachment on a building provided that such point of attachment does not exceed 25 feet from the alignment of the street or other public place. The cost of all work beyond that point shall be borne by the consumer. The contractor will submit an estimate of the cost of any excess length, and such excess shall be paid to the contractor before connection.

5. A rental of 10d. per month will be charged for each meter, and shall be paid by the consumer. The consumer must not interfere with the meter, main after fuse, fuse or maximum demand indicator, which will be sealed.

6. On completion of the consumer's installation, and before connection with the contractor's mains, the contractor's officers will inspect and test the installation. Should any such test and inspection show that the installation does not comply with the contractor's rules and regulations no connection will be made until such rules and regulations are in the opinion of the contractor's officers complied with. No charge will be made for the first test and inspection, but a charge of 10s. will be made for each and every subsequent test and inspection made by the contractor's officers made under this clause. This clause shall not apply where the installation has been carried out by the contractor for the consumer.

7. Where the installation is to be made for the consumer by some person other than the contractor the contractor shall supply free to the consumer a copy of the contractor's rules and regulations to which the installation is required to comply.

8. If any defect in a consumer's installation is at any time discovered by the contractor's officers, the contractor shall be at liberty to disconnect the installation until such defect is made good. The consumer shall undertake not to allow any power plug to be used on which the red danger bulb does not glow when current is being used, and shall report such defect immediately to the contractor.

9. No addition to the number of candle power or horse power of lamps, motors, cooking or heating apparatus shall be made until reasonable notice shall have been given to the contractor for such additions. If such notice is not given to the contractor as aforesaid the consumer's supply is liable to be suddenly cut off without further notice.

10. Accounts will be rendered monthly and payment shall be made at the contractor's office within fourteen days after the delivery of the accounts. No receipt will be valid unless on the contractor's stamped and official receipt form.

11. The register of the electricity meter fixed by the contractor shall be prima facie evidence of the quantity of electricity consumed. If the accuracy of the meter be questioned it shall be tested by the contractor's officers or by an arbitrator agreed upon by the contractor and the consumer. Should the test show that meter registers incorrectly the contractor will pay the fee for the test. Should the meter register within 2 per centum of the correct quantity above or below it shall be deemed to be correct and the consumer will pay the cost of the test. Before any test is made the consumer applying for such test shall deposit with the contractor the fee payable in respect thereof, which fee will be returned to the consumer without any reduction in the event

event of the meter registering incorrectly. Any inaccuracy will be charged or allowed on the current quarter only, and the account must be paid in full before the meter in dispute is tested. The fee for the test shall not exceed 5s.

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12. The consumer shall give the contractor's officers access to his or her premises at all reasonable times for the purpose of inspection, for reading the meter, &c.

13. Either party to this Agreement may at any time determine the same upon giving to the other party forty-eight hours' notice in writing of the intention so to do, whereupon the meter will be inspected and read. Any consumer discontinuing the use of electricity and failing to give such notice shall be responsible for all electricity registered by the meter up to the time when the same shall be inspected and read. Any consumer vacating the premises shall give the contractor seven days' written notice of his intention so to do; and in default of such notice the service may be disconnected from such premises until all arrears have been paid.

14. The contractor reserves to himself the right to discontinue the supply of electricity at such times as he may desire for the purpose of testing or for any other purposes connected with the efficient working of the contractor's undertaking or for purposes of safety during electric storms or floods.

15. The contractor will not be responsible for any delay in connecting the consumer's installation with the supply mains or for any failure or defect in the supply where such delay or failure is caused by the breakdown of machinery or by causes not within the contractor's control.

16. In the case of the destruction or damage by fire or otherwise of or to or the loss of any meter, maximum demand indicator or apparatus the consumer shall forthwith replace same or pay the value thereof to the contractor, except where due to electrical action and not caused by the consumer's negligence or breach of the contractor's rules and regulations.

17. In cases where, at the rates charged by the contractor, the consumption of electricity is not sufficient to yield a return of 5s. per quarter, the sum of 5s. will be the maximum charge per quarter.

NOTE. (1) All meters of 1 h.p. and over must be wound for three-phase current, 415 volts.

(2) Single phase will not be supplied for meters of 1 h.p. and over.

(3) The starting current of all meters shall be in strict accordance with the requirements of the electrical engineer and manager.

(4) The supply of power rates will not be given for any appliance consuming less than 500 watts.

J. BOYD MACDONALD,  
Mayor of Dubbo.

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**TERMS AND CONDITIONS OF SUPPLY OF GAS.**

1. The contractor may require any applicant for the supply of gas to sign a contract embodying all usual and proper conditions for the protection of the contractor and the consumer.

2.

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2. The contractor may require the applicant to give security for the due payment of gas supplied and for appliances hired, and for the proper care and custody of any meter or appliances of whatever character hired from the contractor.

3. The contractor may before or after granting the supply require the applicant to provide fittings and appliances for the proper use and for preventing the escape of gas. The applicant shall keep all such fittings or appliances in proper working order. Where any such fittings or appliances are out of order or in need of repair the contractor may order the applicant to remove the defects, and in default may cut off the supply of gas.

4. A person shall not without the permission of the contractor obstruct, waste, divert, or use any gas from the contractor's supply. If the contractor or any authorised servant of the contractor be refused admission to any premises (supplied by him with gas) for the purpose of examining the gas meter or fittings therein, or be obstructed in his examination, the contractor may cut off the supply of gas.

5. If any person fail to pay any money due on account of the supply of gas the contractor may, without prejudice to any other remedy and without previous notice, cut off the supply of all gas from the premises of or occupied by such person and remove any apparatus of the contractor.

6. Every consumer shall give forty-eight hours' written notice to the contractor of his intention to discontinue the use of gas so that the supply may be cut off and the account rendered. If the consumer do not give such notice he shall be responsible for all gas registered by the meter up to the date when in consequence of information as to discontinuance reaching the contractor the supply is cut off or transferred to a new occupier.

7. The contractor shall not be liable for any loss suffered by any person in consequence of any failure to supply gas or any defect in such supply where such failure or defect is caused by breakdown of machinery or by causes not within the contractor's control.

8. The service main will be brought by the contractor free of charge to the meter on the consumer's premises, provided that such meter is not more than 25 feet from the street alignment. The cost of all work beyond that point shall be borne by the consumer. The contractor will submit an estimate of the cost of any excess length, and such excess shall be paid to the contractor before connection.

9. Accounts will be rendered monthly, and payment shall be made at the contractor's office within fourteen days after delivery of the accounts. No receipt will be valid unless on the contractor's stamped and official receipt form.

10. In the case of the destruction or damage by fire or otherwise of or to or the loss of any meter the consumer shall forthwith replace same or pay the value thereof to the contractor.

11. In any case where the rate charged by the contractor for gas is not sufficient to yield a return of 5s. per quarter, the sum of 5s. may be charged for that quarter.

J. BOYD MACDONALD,  
Mayor of Dubbo.

HERBERT PARK,  
Contractor.

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