

## DUBBO GAS AND ELECTRICITY FRANCHISE ACT.

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Act No. 21, 1935.

An Act to enable the Council of the Municipality of Dubbo to enter into an arrangement to sell the Dubbo Municipal Gas Works to the Dubbo Lighting Company Limited, and to grant permission under the Local Government Act, 1919, to the said company and its assigns to supply both gas and electricity to the public within the Municipality of Dubbo in consideration of such sale; to validate a certain agreement; and for purposes connected therewith. [Assented to, 5th April, 1935.]

George V.  
No. 21, 1935.  
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**B**E 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, 1935," and shall be deemed to have come into force on the twenty-third day of October, one thousand nine hundred and thirty-four.

**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.**

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 Validation of  
 agreement

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 by the council and approved by the Governor under the provisions of section four hundred and twenty of the Local Government Act, 1919.

#### SCHEDULE.

**Sec. 2.**

AGREEMENT made the twenty-fourth day of October, one thousand nine hundred and thirty-four, between Dubbo Lighting Company Limited, a company incorporated under the Companies Act, 1899, and carrying on business in Dubbo, in the State of New South Wales (hereinafter called the Company) of the one part and the Council of the Municipality of Dubbo (hereinafter called the Council) of the other part, whereby it is mutually agreed and declared as follows:—

#### PART I.

##### FRANCHISE GRANTED TO THE COMPANY.

1. Subject to the terms of this Agreement the Council hereby grants to the Company permission to supply electric current and gas to the public and for such purposes to lay or erect pipes mains wires conduits poles and other apparatus on under over or through any public place.

##### LOCALITIES COVERED.

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

##### TERM OF FRANCHISE.

3. The time during which permissions are given as aforesaid and the term of this Agreement shall be for a period of thirty-five years from the date hereof subject to any extension as next herein-after provided.

4. 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 Company shall at the end of the said term or any extension thereof continue to maintain its electrical and/or gas installations in the said municipality or to supply electricity and/or gas to consumers without objection by the Council, then the Company shall be deemed to do so on the conditions and terms of this Agreement, which conditions and terms shall continue in force and be 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.

CONSIDERATION

CONSIDERATION FOR THE AGREEMENT.

5. The consideration for this Agreement is that the Council will sell to the Company as soon as practicable and the Company will purchase from the Council the gas works, mains and all apparatus and fittings forming part thereof and the land upon which the gas works and electric power generating station and the gas works cottage are erected all which premises are now occupied by the Company or used by it in connection with its business at and for a price equal to fifteen annual payments each of five hundred and twenty pounds (£520) the first of such payments to be made six (6) calendar months after the date hereof and subject to the right of the Company to deduct from each of such payments any rates taxes or charges except charges for the removal of night soil garbage or trade refuse that may be levied during the year of such payment by the Council on the Company in respect of the said works mains apparatus or land during the said period of fifteen years.

6. The Council shall have the right—

- (a) At the end of fifteen years after the date hereof upon giving three calendar months' notice in writing of its intention so to do to the Company to purchase from the Company the whole of the plant electricity works and gas works within the Municipality of Dubbo then belonging to the Company together with the pipes mains wires poles and other apparatus and all estates and interests of the Company in any land used in connection therewith and by such purchase to terminate this Agreement save and except in respect of any breach thereof antecedent to such purchase and upon the Council giving such notice the Company shall sell to the Council the whole of the said plant works pipes mains wires poles apparatus and land at a sum equivalent to the cost price to the Company thereof subject to a reduction in such price of any provision for depreciation or sinking fund or reserve which may have been created from the revenue of the Company during the said term of fifteen years and which at the end of such term remains unexpended or available for such purposes.
- (b) At the end of twenty-five years or thirty-five years respectively after the date hereof upon giving three calendar months' notice in writing of its intention so to do to the Company to purchase from the Company the whole of the said plant electricity works and gas works together with the pipes mains wires poles and other apparatus and all estates and interests of the Company in any land used in connection therewith and by such purchase to terminate this Agreement save and except in respect of any breach thereof antecedent to such purchase and upon the Council giving such notice the Company shall sell to the Council the whole of the said plant works pipes mains wires poles and other apparatus and land at such sum

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or sums of money as shall be ascertained to be the value thereof by mutual agreement and in case they shall fail to agree as to such value then the matter shall be referred to arbitration in accordance with clause 38 hereof, provided that in the price for the purpose of such sale the value of the plant works pipes mains wires poles apparatus and land aforesaid only shall be taken into account without any allowance to be made directly or indirectly for the value of the rights granted by the Council to the Company under this Agreement or for goodwill.

7. The Company shall from the date hereof keep installed its plant for the generation of electricity so as to supply the Municipality and shall erect from time to time throughout the Municipality as required for the purposes of distribution of electric current an 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 reasonably be required by the Council and shall throughout the term of this Agreement keep the said generating plant and distributing system and lamps reasonably up to date in accordance with the latest improvements and equal to all demands made upon it by the Council and the public of the Municipality for the supply of current.

8. The Company shall take out and keep in force during the term of this Agreement a public risk policy in an approved Company to indemnify it up to the sum of one thousand pounds against all sums which it may become liable to pay as compensation for injury to any person not in its employment and for damage to property not its own which may arise in the course of carrying on the undertaking hereby authorised and be caused by the fault or negligence of any person in its employ or through any of the works machinery or plant belonging to the Company and connected with such undertaking. The Company shall produce such policy and the receipt for payment of the last premium due thereon to the Council on demand.

9. The Company shall not assign its obligations and interests in or under this Agreement to any Company or person without the approval in writing of the Council and of the Governor first had and obtained, such approval not to be unreasonably withheld by the Council from any Company or person competent financially and otherwise to carry out the obligations of the Company hereunder if such Company or person enters into an agreement identical (mutatis mutandis) with this Agreement for the unexpired term hereof.

10. So long as the Company duly carries out and performs the terms and provisions of this Agreement the Council agrees that it 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 or gas either for street lighting or private consumption and that the Council will not itself supply any electricity or gas.

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PART

PART II.

SUPPLY OF ELECTRICITY AND GAS.

11. (1) The Company shall subject to this Agreement supply electric current and gas within the Municipality of Dubbo either to the Council or to any person upon application by the Council or such person subject to the terms and conditions of supply annexed hereto or any modification or alteration thereof duly approved by the Council.

(2) The Company may in the case of an application by any person which will render necessary the laying of an extension of a main or branch line of supply require the applicant before the work of extension is commenced to furnish a sufficient guarantee that the gross income to the Company from the supply of electricity or gas via such extension shall not be less than twenty pounds per centum per annum upon the capital cost of such extension for the first five years from the date that such extension is completed and if such guarantee be not given the Company need not supply.

(3) The Company shall make supply of current and gas available continuously during the twenty-four hours during each and every day during the continuance hereof.

12. The general terms and conditions of supply of electricity or gas to consumers shall be in the forms annexed hereto marked "A" and "B" respectively or such other form as shall be agreed upon by the Company and the Council and shall be attached to the Company's form for the use of the public in making application for the supply of electricity or gas provided that the Company's form shall not add to or vary the terms. The said forms shall be available to the public on demand at the Company's office in Dubbo.

PART III.

SCALE OF CHARGES.

13. The charges to be made by the Company to the Council and the public for the supply of gas and electric current as aforesaid and for the use of meters shall not exceed the following maximum charges until otherwise determined under the Gas and Electricity Act, 1932, or any Act amending or replacing that Act or until such charges are revised as hereinafter provided:—

Electricity will be supplied at the following rates:—

For Lighting Purposes ... ... ... ... 7·75d. 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, and  
other power consuming devices ... ... 3·75d. per unit.

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## For Industrial Power :—

For motors over one-twelfth H.P. and under  
1 H.P. and other power consuming devices  
as may be fixed at or under 3·75 pence.

## For motors of 1 H.P. and over :—

For the first 50 units per month per B.H.P. of connected load	... 4d. per unit	}
For the second 50 units per month per B.H.P. of connected load	... 3d. per unit	
For the third 50 units per month per B.H.P. of connected load	... 2½d. per unit	
For all in excess per month	... 2d. per unit	

less 2½ per cent.

## For Outdoors Bulk Lighting :—

For first 25 units per kilowatt of connected load per month	... 8d. per unit	}
For all in excess of 25 units per kilowatt of con- nected load per month	... 2d. per unit	

less 2½ per cent.

## For Irrigation Pumping :—

For the first 10 units per month per B.H.P. of connected load	... 4d. per unit	}
For the second 10 units per month per B.H.P. of connected load	... 3d. per unit	
For the third 10 units per month per B.H.P. of connected load	... 2d. per unit	
For all in excess per month	... 1d. per unit	

less 2½ per cent.

NOTE :—Electricity supply rates for irrigational purposes specifically apply only to such cases where the hours of pumping are restricted to those of daylight. It is clearly to be understood relative to the application of this rate that, in any infringement of this condition, the company reserves to itself the right to immediately discontinue supplying at such rate.

## For Electricity Meters :—

A rental of one penny per month will be charged for each electricity meter, and shall be paid by the consumer.

The charges for gas of a gross calorific value of 470 B. Th. U.'s are as follows :—

For the first 5,000 cubic feet consumed per month, at the rate of 8s. 4d. per 1,000 cub. ft.	
For the second 5,000 cubic feet consumed per month, at the rate of 7s. 4d. per 1,000 cub. ft.	
For the third 5,000 cubic feet consumed per month, at the rate of 6s. 4d. per 1,000 cub. ft.	
For all in excess, at the rate of 5s. 4d. per 1,000 cub. ft.	

NOTE :—A rebate of 2d. per 100 feet will be allowed on the amount of the current month's gas, provided that such be paid within fifteen days after rendering the account at the company's office in Dubbo.

## For Gas Meters :—

A rental of sixpence (6d.) per month will be charged to the consumer for each gas meter.

## War Memorial :—

Three lamps, all night special lighting, £38 6s. 8d. per lamp per annum, less 2½ per cent.

14. The Company may at its 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 and Electricity Act, 1932, 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.

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### REVISION OF SCALE OF CHARGES.

15. (1) This clause shall have effect—

- (a) in the event of the Gas and Electricity Act, 1932, being repealed and not replaced by an Act providing for the fixing of the charges to be made for the supply of gas and/or electric current; or
- (b) in the event of the charges for the supply of gas or electric current for any particular purpose not having been fixed under any such Act.

(2) At the expiration of a period of three years from the date of this Agreement and thereafter at any time within three months before the expiration of any year either party hereto may in writing request the other party to agree to a revision of the charges made under this Agreement for gas and/or electric current supplied to the public for lighting and power and to the Council for street lighting or other purposes and thereupon such charges shall be revised by mutual agreement between the parties. Upon a new scale of maximum charges being decided upon as herein provided such new scale of charges shall be substituted by the Company for the scale of charges at that time in operation under this Agreement.

The scale of charges fixed at any revision of charges under this clause shall be such as in the opinion of the parties hereto will produce such an amount as together with all other revenue received or which under efficient management might be received from any source by the said Company will enable the Company to pay a dividend of six per centum per annum on the capital employed or invested in the undertakings after making provision for—

- (a) all interest payable on loans raised for the purposes of supply of gas or electricity under this Agreement;
- (b) all expenses properly chargeable to revenue including a sum for depreciation at a reasonable rate upon the depreciating assets in use by the Company for the purposes of the supply of gas or electricity under this Agreement;
- (c) a reasonable sum for contingencies which shall not exceed the amount necessary to pay one-half year's dividend at the rate per annum aforesaid;
- (d) such sinking fund or reserve as the parties hereto may determine.

### NO PREFERENCE.

16. All charges and terms to and with the customers of the Company shall be uniform and no preference shall be given to any customer over any other supplied under similar circumstances save only in respect of priority of application for supply of current or gas.

### METERS.

17. The Company shall provide meters to its customers on loan hire or rent at not more than the maximum monthly charge hereinbefore provided.

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## No MONOPOLY OF PRIVATE INSTALLATIONS—INSPECTION BY COMPANY OF PRIVATE INSTALLATIONS.

18. (1) The Company shall not refuse to supply electricity to any premises because any installation of wires lights meters, etc., on such premises has been carried out by some person other than the Company if such person is licensed under the Electrical Contractors and Electricians Licensing Act, 1924-1928, and if the installation is found upon an inspection by the Company's officers to have been faithfully carried out in accordance with the wiring rules and regulations of the Standards Association of Australia.

(2) The Company shall not be entitled to prescribe any special form of lamp or apparatus to be used by any person or to control or interfere with the manner in which electric current supplied by the Company under this Agreement is used by any consumer: Provided that this provision shall not be construed as prohibiting the Company from preventing any consumer using any form of lamp or apparatus or using the electric current supplied by the Company for such purposes or in such manner as to interfere unduly or improperly with the supply of current to any other consumer or in a manner which the Company's consulting electrical engineer may consider dangerous to life or property or cause undue or improper interference with the supply of current to any consumer.

## SUPPLY TO COUNCIL.

19. (1) The Company shall keep burning the lamps already erected for the purpose of lighting the public places and public reserves in the Municipality from the hour of sunset of each day in the year until midnight at a charge of four pounds ten shillings (£4 10s.) per annum for each lamp of fifty candle power, seven pounds (£7) per year for each such lamp of one hundred candle power, ten pounds (£10) for each of two hundred candle power, eighteen pounds (£18) for each of four hundred candle power, and thirty pounds (£30) per annum for each of one thousand candle power.

(2) The Council may require the Company to and thereupon the Company shall within a reasonable time after receipt of notice of the Council's requirements erect additional lamps in public places or public reserves of at least fifty candle power each or such other power as the Council may require to be erected at places fixed by the Council within the Municipality. The rate of payment for lighting such public places or public reserves for the number of lamps already erected by the Company and for any additional lamps shall be the rate hereinbefore provided in connection with street lamps or in the case of lamps of other powers pro rata with such rates.

(3) The Company agrees that at its own expense it will maintain all lamps and keep the same in good order and condition and at their full illuminating power.

(4) The Company shall keep alight and maintain them in good order and condition twenty-five lights to be chosen by the Council in public places and public reserves 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

respect of such additional light or lights the rate of payment to the Company as hereinbefore set out in respect of such light or lights shall be increased by twenty-five per centum per annum of the charge provided.

(5) In respect of lamps in public places and/or public reserves the Company 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 Company from time to time.

(6) In the event of the Company being notified in writing by the Council that any public light is defective or unlighted when it should be lighted the Company agrees that it shall within six hours of receipt by it 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 Company in this regard it shall be liable to pay to the Council by way of fine the sum of two shillings per light for every night upon which any light shall remain unlighted after the expiration of the six hours aforesaid and the Council may recover such fine as a debt due by the Company to the Council.

(7) The Company shall supply and the Council shall take electric current as required for the motor power pumps which the Council has or may instal (subject to the approval of the Minister of Works) at the present water supply pumping station and/or any other pumping station, at a charge of threepence half-penny per unit up to 150,000; threepence farthing per unit between 150,000 and 175,000 used; and threepence per unit between 175,000 and 200,000 used per annum; above 200,000 2 9/10d: 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 Company shall not be less than eight per centum per annum upon the capital cost of such installation by the Company for any future pumping station.

(8) The whole of the rates mentioned in this clause shall be subject to a reduction of two and a half per cent.: Provided always and it is hereby agreed and declared that the said rates and/or the conditions of supply to the Council may from time to time be varied by mutual agreement between the Company and the Council.

**POWER IN COMPANY TO PURCHASE CURRENT ELSEWHERE.**

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

21. 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.

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22. The Company 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 its works at Dubbo.

ACCESS TO COMPANY'S ACCOUNTS.

23. The Company shall furnish to the Council every year, at a date to be agreed upon between the Company and the Council, a copy of the balance-sheet of the Company for the preceding year and such other information as the Council may require to ascertain the profits which the Company is making from the undertaking and the amount of capital invested: Provided that the Company 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 its 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 Institute of Chartered Accountants in Australia or a holder or holders of a certificate or certificates as auditor under the Local Government Act.

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PART IV.

SYSTEM OF ELECTRICITY SUPPLY.

24. (1) The system of electrical supply to be provided by the Company under this Agreement shall be alternating current and the Company shall not during the currency of this Agreement without the permission of the Council first had and obtained in writing supply electricity by any other system.

(2) The Company shall keep all plant and all apparatus used by it for the generation and distribution of electricity under this Agreement in good order and condition and reasonably up to date in accordance with the latest improvements.

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

25. 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 Company shall vary the frequency or pressure at the terminals of the Council or other consumers more than three 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 Company) any such variation or any variation to the extent herein provided, the Company shall pay to the Council the sum of Five pounds (£5) for each day or portion of a day thereafter during which such variation continues, and the Council may recover such amount from the Company as and for liquidated damages.

INSPECTION

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INSPECTION AND TESTING BY COUNCIL.

26. The Council's Electrical 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 he may require the Company to rectify them without undue delay and the Company shall carry out his reasonable requirements without avoidable delay, and in the event of the Company failing to carry out any such reasonable requirements the Company shall pay to the Council the sum of Five pounds (£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 Company as and for liquidated damages.

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PART V.

COMPANY'S WORKS, ETC., IN PUBLIC PLACES—NOTICE TO COUNCIL—  
APPROVAL OF COUNCIL—STANDARDS OF WORK.

27. (1) The Company shall before erecting or removing or replacing any poles or carrying out any work in over or under or 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 specification and plans as so altered and approved and in a proper and workmanlike manner in accordance with the rules regulations reports and recommendations of the Standards Association of Australia and the Ordinances under the Local Government Act, 1919, for the time being in force so far as such rules regulations reports recommendations or ordinances apply or can be made to apply and to the satisfaction of the Council's Consulting Electrical Engineer or other authorised representative.

(2) The overhead lines shall be erected in accordance with the standard specification for overhead lines prepared by the Electric Supply Association of Australia or any modification or amendment thereof adopted by the Department of Public Works of the State of New South Wales.

(3) All pipes wires poles or other apparatus erected or placed by the Company in any public place or public reserve shall as far as possible be of a uniform character and shall be finished in such style and so erected or placed as not to disfigure or detrimentally affect the appearance of the public place or public reserve in which they are erected or placed by the Company.

OBSTRUCTION

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## OBSTRUCTION—REPAIRS.

28. (1) The Company may, subject to the provisions of this Agreement, dig and open up such portions of the public places as may be necessary to carry out the requirements of this Agreement and the authorities and permissions hereby granted:

Provided that in so doing the Company shall not obstruct or interfere with the rights of the public to free passage or otherwise upon and over such public places more than is necessary in carrying out the works referred to in this Agreement, but the Company shall reasonably protect the rights of the public as aforesaid.

(2) The Company shall immediately repair to the satisfaction of the Council all damage done to any public place under any of the provisions of this Agreement and shall immediately repair and maintain all such works to the satisfaction of the Council as often as it may be necessary by reason of settling of the soil or other defects caused by such work as soon as the same appear after the damage has been repaired.

(3) The Company shall not, except by special permission of the Council, completely stop the traffic on and over any public place.

(4) If the Company makes default in repairing damage or in repairing or maintaining work as aforesaid the Council may as frequently as may be necessary carry out repairs and recover the cost thereof from the Company together with interest thereon at the rate of seven per centum per annum from the respective dates of such expenditure.

## REMOVAL OR ALTERATION OF WORKS.

29. The Company 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 Company 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 Company need not comply with such request unless the Council will undertake to bear the cost but in the latter case the Company shall nevertheless comply.

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

30. The Company 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

Provided however that the Company shall be deemed to have complied with this clause whenever the Company shall keep and maintain the whole or any part of its plants and apparatus hereinbefore mentioned in such repair order and condition as will comply with the rules and regulations of the Standards Association of Australia for the time being regulating the maintenance and repair of electric lighting plants and with the reports and recommendations of the Standards Association of Australia and comply with the regulations of the Postmaster-General's Department.

**PROTECTION OF EXCAVATIONS, ETC.**

31. The Company 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 OF COUNCIL'S WORKS.**

32. (1) The Company 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 injuriously affected by the works of the Company.

(2) In the exercise within the Municipality of the powers conferred upon it hereunder or otherwise the Company 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 Company's works may be injuriously affected.

**PLAN OF SYSTEM TO BE SUPPLIED TO COUNCIL.**

33. The Company 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.**

34. The Company agrees that it 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.**

35. The Company agrees that it 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 in good order and condition and reasonably up to date.

## PART VI.

## GENERAL PROVISIONS—INDEMNITY.

36. The Company 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 its 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 Company 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 Company 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 in such manner and upon such terms as it may think fit without prejudice to the Council's right to enforce the full indemnity against the Company, provided also that the Council shall with all reasonable despatch notify the Company of any claim in this respect made against it.

## CANCELLATION.

37. (1) If the Company 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 immediately or at any time within one calendar month after the expiration of the said period of three calendar months acquire the whole of the said plant electricity works and gas works together with the pipes mains wires poles and other apparatus and all estates and interest of the Company in any land used in connection therewith upon the terms set out in clause 6 (a) hereof if fifteen years after the date hereof shall not have expired or upon the terms set out in clause 6 (b) hereof if fifteen years after the date hereof shall have expired, but without prejudice to any right of action which the Council or any other person or corporation may have against the Company for that or any antecedent breach.

(2) Such acquisition 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 Company 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 two thousand pounds (£2,000).

## DISPUTES

DISPUTES—ARBITRATION.

38. 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.

39. 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 Company shall appoint one assessor and the Council one assessor, and before the said appointed assessors shall enter upon their duties they shall agree upon an umpire or in default of agreement between them an umpire shall be appointed in accordance with the provisions of the Arbitration Act, 1902. Such umpire in the case of the said assessors failing to agree 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, 1902, shall govern the proceedings of such assessors.

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

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

“Company” means Dubbo Lighting Company Limited its successors and assigns.

“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” 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 Electrical Engineer” shall mean the Consulting Engineer for the Municipality of Dubbo.

AUTHORISED REPRESENTATIVE OF COUNCIL OR COMPANY.

41. 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 Company 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 Company or its superintendent engineer for the time being or other duly authorised representative of the Company as the case may be.

COUNCIL

No. 21, 1935.

## COUNCIL TO FACILITATE APPROVAL OF AGREEMENT.

42. 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 420 of the Local Government Act, 1919.

## REMOVAL OF POLES, ETC.

43. At the end of the said period of thirty-five years the Company will if so directed by the Council and if the Council shall not have exercised its option of purchase hereinbefore contained remove all posts wires lamps or other electrical 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.

In witness whereof the Common Seals of the said Company and the said Council were hereunto affixed the day and year first before written.

The Common Seal of Dubbo  
Lighting Company Limited  
was hereunto affixed by R.  
RAWNSLEY Moss and JAMES  
WALL, two of the Directors of  
the said Company, who there-  
upon signed their names in the  
presence of—

F. W. DUESBURY.

(L.S.)  
R. RAWNSLEY MOSS.  
JAMES WALL.

The Common Seal of the Coun-  
cil of the Municipality of  
Dubbo was hereunto affixed  
this twenty-fourth day of  
October, one thousand nine  
hundred and thirty-four, in  
pursuance of a resolution of  
the Council passed at a meet-  
ing held on the twenty-third  
day of October, one thousand  
nine hundred and thirty-four.

(L.S.)  
G. FITZ HILL.  
Mayor.

C. P. MULCAHY,  
Acting Town Clerk

(This

(This is the form marked "A" referred to in the annexed Agreement dated the twenty-fourth day of October, 1934, made between Dubbo Lighting Company, Ltd., of the one part and the Council of the Municipality of Dubbo of the other part.)

No. 21, 1935.

## "A."

## DUBBO LIGHTING COMPANY, LTD.

CONSUMERS' APPLICATION AND  
AGREEMENT.

No. ....

FOR OFFICE USE ONLY.

All applications to be addressed to:—

Received.....

The Secretary,

The Dubbo Lighting Co., Ltd.,  
Dubbo.

Amount of Deposit.....

(A Separate Form must be used for  
each Tenement or Building.)

Receipt No.....

The Secretary,  
Dubbo Lighting Co., Ltd.,  
Dubbo.

Date Connected.....

Please note that the Applicant must sign the Agreement at foot hereof.

I/We hereby apply for and agree to take a supply of Electricity from the Dubbo Lighting Co. Ltd. at the premises herein referred to, such supply to be measured by meter and charged for at the rates specified in the terms and conditions printed on this application and agreement.

A CASH DEPOSIT, TO BE DETERMINED, MUST BE LODGED WITH THIS  
APPLICATION.

Consumer's full name .....  
(Mr., Mrs. or Miss. Underline  
surname.)

Full address of premises for  
which electricity is required .....  
(Give street, number and name  
of house.)

Name and Address of Owner  
of these premises .....

Nature of business or purpose  
for which premises will be  
used .....

Have you used Electricity supplied by  
The Dubbo Lighting Co. Ltd. before?

If so, at what address? .....

If supply is already on premises, state  
from whom taken over, and date of  
such taking over.....

Is the Installation ready for inspection?  
If not, give date when supply will  
be required .....

Name and Address of Electrical Contractor.....

License No. .....

No. 21, 1935.

If the installation has been carried out by a Licensed Electrician, who is not a Licensed Electrical Contractor, then the following questions must be answered:—

- A. Has the installation been carried out in your own premises as provided for under Part 4, section 15, subsection C, of the Act? .....
- B. Has the installation been carried out in the premises of your employer, as provided for under Part 4, section 15B, of the Act? .....
- C. Has the installation been carried out as part of a contract for building or constructional work, as provided for under Part 4, section 15A, of the Act? .....

NOTE.—The Act herein referred to is Electrical Contractors and Electricians Licensing Act, 1924-1928.

SCHEDULE OF REQUIREMENTS.

Glow Lamps.		Motors.		Power Plugs.		Other Current Consuming Devices.	
No.	Wattage	No.	Horse Power	No.	Size	Description	Full Load Consumption

TERMS AND CONDITIONS OF SUPPLY.

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

2. The Company may require security for due payment for the electricity supplied and for cost of installation, and for proper care and custody of the meter: 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 Company holds deposits on behalf of consumers, it will add thereto interest at the ruling rate paid by the Commonwealth Savings Bank of Australia 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 Company sees fit, less any sum that may be due by the consumer to the Company.

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

For Lighting Purposes ... ... ... ... 7·75d. 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, and  
other power consuming devices ... 3·75d. per unit

For Industrial Power:—

For motors over one-twelfth H.P. and under one  
H.P., and other power consuming devices as  
may be fixed at or under 3·75d.

For motors of one H.P. and over:—

For the first 50 units per month per B.H.P. of connected load ... ... ... ... 4d. per unit	} less 2½ per cent.
For the second 50 units per month per B.H.P. of connected load ... ... ... ... 3d. per unit	
For the third 50 units per month per B.H.P. of connected load ... ... ... ... 2½d. per unit	
For all in excess per month ... ... ... ... 2d. per unit	

For Outdoors Bulk Lighting:—

For the first 25 units per kilowatt of connected load per month ... ... ... ... 8d. per unit	} less 2½ per cent.
For all in excess of 25 units per kilowatt of connected load per month ... ... ... ... 2d. per unit	

For Irrigation Pumping:—

For the first 10 units per month per B.H.P. of connected load ... ... ... ... 4d. per unit	} less 2½ per cent.
For the second 10 units per month per B.H.P. of connected load ... ... ... ... 3d. per unit	
For the third 10 units per month per B.H.P. of connected load ... ... ... ... 2d. per unit	
For all in excess per month ... ... ... ... 1d. per unit	

NOTE.—Electricity supply rates for irrigational purposes specifically apply only to such cases where the hours of pumping are restricted to those of daylight. It is clearly to be understood relative to the application of this rate, that in any infringement of this condition, the Company reserves to itself the right to immediately discontinue supplying at such rate.

4. The service main will be brought by the Company 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 Company will submit an estimate of the cost of any excess length, and such excess shall be paid to the Company 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 service fuses, meter, or any apparatus which is the property of the Company.

6. On completion of the consumer's installation, and before connection with the Company's mains, the Company's officers will inspect and test the installation. Should any such test and inspection show that the installation does not comply with the Company's rules and regulations, no connection will be made until such rules and regulations are, in the opinion of the Company's officers, complied with. No charge will be made for the first test and inspection, but a charge

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charge of 10s. will be made for each and every subsequent test and inspection made by the Company's officers under this clause. This clause shall not apply where the installation has been carried out by the Company for the consumer.

7. Where the installation is to be made for the consumer by some person other than the Company, the Company shall supply, free, to the consumer particulars of the Company'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 Company's officers, the Company shall be at liberty to disconnect the installation until such defect is made good.

9. No addition to the number or wattage of lamps, motors, cooking or heating apparatus shall be made until reasonable notice shall have been given to the Company for such additions. If such notice is not given to the Company 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 Company's office within fourteen days after the delivery of the accounts. No receipt will be valid unless on the Company's stamped and official receipt form.

11. The register of the electricity meter fixed by the Company 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 Company's officers or by an arbitrator agreed upon by the Company and the consumer. Should the test show that the meter registers incorrectly the Company will pay the fee for the test. Should the meter register within two per centum of the correct quantity above or below it shall be deemed to be correct, and the consumer shall pay the cost of the test. Before any test is made the consumer applying for such test shall deposit with the Company the fee payable in respect thereof, which fee will be returned to the consumer without any reduction in the event of the meter registering incorrectly. Any inaccuracy will be charged or allowed on the current quarter only; the account must be paid in full before the meter in dispute is tested. The fee for the test shall not exceed 5s.

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

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 Company 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.

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

15. The Company 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 Company's control.

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

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

#### NOTE.

- (1) All motors of  $\frac{1}{2}$  H.P. and over must be wound for three phase current, 415 volts.
- (2) Single phase will not be supplied for motors of  $\frac{1}{2}$  H.P. and over.
- (3) The starting current of all motors shall be in strict accordance with the requirements of the electrical engineer and manager, as set out hereafter.

#### INSTALLATION RULES.

The Company has adopted the Australian Standard Rules—"Safety Code No. C.C. 1, 1931," published by the Standards Association of Australia as its Standard, and all installations are required to be in strict accordance with these Rules, or any amendments thereto.

#### SERVICE RULES.

Electricity will be supplied by the Company at the following pressures:—

For lighting, heating, cooking, and motors of less than one-half horse power: 240 volts, single phase, 50 cycles.

For motors above one-half horse power: 415 volts, three phase, 50 cycles.

*Service Mains and Meters.*—The service mains, service fuses and meter will be supplied and fixed by the Company. No charge will be made for this work unless:—

(1) The service main extends more than 25 feet from the building alignment in the case of an overhead service; or

(2)

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(2) The service main is terminated at some point other than that selected by the Company's officers, and which involves the Company in greater cost in running the service.

In both cases the additional cost of the service will be charged to the consumer.

*Position of Service Leads, etc.*—The Company will decide as to the most suitable position for its fuses, circuit breakers, indicators, meters and termination of service main. The position of service fuses will be as near as possible to the point where the mains touch the building, but one in which they may be reached by a short ladder for replacing fuses. Fuses may be fixed in any suitable position sheltered from the weather. Where service fuses are within a building they will be placed within ten feet of the point of entrance of the supply leads.

*Position of Meters.*—Meters may be fixed in any position satisfactory to the Company's officers, between the service fuses and the consumer's switchboard. In the case of private residences, the meters must be fixed in such positions that they can be read without it being necessary to get inside the building. They will not be fixed on enclosed verandahs, or on verandahs with doors that may be locked during occupant's absence. Provided the above conditions are fulfilled the meter will, whenever possible, be erected on the same board as the fuses.

*Service Main. Termination.*—The consumer's wiring must start from the termination of the service, leaving loops for connection to the service wires, fuses and meters in the positions indicated by the Company's officers. The Company's service main will terminate at the point of attachment to the building.

*Watersheds at Point of Entry.*—At the point of entrance to a building, consumer's leads must be provided with a suitable bell-mouthed bend or other approved terminal fitting of the watershed type. The leads must be protected up to within 12 inches of the nearest service main, and bell-mouthed bend must project beyond the point of attachment.

*Fixing of the Leads in Fuses, Meters, etc.*—Only an employee of the Company may insert the ends of the consumer's leads in any service fuse, meter, indicator, current limiter or other device, the property of the Company.

*Nature and Protection of Consumer's Leads.*—The consumer's main switchboard may be placed in any convenient position on his premises. The conductors between the point of entry and the consumer's main switch must be enclosed in steel conduit, must be stranded, and be of adequate sectional area, which in no case may be less than that of a 7/036 in. cable.

Not more than 15 amperes may be connected to a two-wire service, and not more than 30 amperes to a three-wire service. A four-wire service will be run where the load to be connected is more than 30 amperes. Three-wire services will be run to private houses having

more

more than ten rooms when both lighting and heating, cooking, irons, etc., are applied for. In such cases three-wire mains must be run from the termination of the service mains to the meters. Four-wire services will be run in all cases where alternating current motors of one-half horse power and upwards are to be used.

When the supply required is greater than that allowed on a two-wire service, the circuits must be divided equally, as nearly as practicable, between the conductors or phases to which they are connected. The lighting load on one phase or conductor must not be balanced against the power load on another phase or conductor, unless both the lighting and power loads are less than 15 amperes.

In determining the number of conductors to be run in any service, the number of lamps, radiators, irons, etc., applied for will be considered, and not the number of points wired, but a minimum power load will be allowed for equivalent to 1 ampere per point connected in dwellings not subdivided, and 2 amperes per point in all other cases, the minimum in any case being 8 amperes.

All applications must clearly state the nature of the current consuming devices which will be connected, and the current taken by each.

The following details must be given:—

1. Number of lamps of each candle power.
2. Number of motors of each different horse power.
3. Number of other current consuming devices, radiators, kettles, ovens, cooking ranges, toasters, vacuum cleaners, etc., and current required by each.

Every alternating current two-wire lighting or power installation must be provided with loops on both active and neutral conductors for connecting the meter. Three-phase motor installations up to 50 amperes will be metered by a meter connected to one phase only, and loops must be provided in one active conductor and the neutral for connection to the meter. Unbalanced power circuits will be provided with a meter in each active conductor, and loops must be left in the active conductors, and a shunt wire run from the neutral fuse to the nearest meter.

Alternating current circuits carrying over 50 amperes will be connected to meters fitted with current transformers. Loops must be left in the active conductors for connecting the current transformers. A pair of wires must be run from each current transformer to the corresponding meter, and a pair of potential wires from the service to each meter. Each active potential wire must be protected by a 10 ampere iron-clad fuse, to be sealed by the Company. Each pair of wires must consist of two single .0032 sq. inches (1/16 S.W.G.) insulated wires, run in steel conduit.

Single phase power circuits connected across two phases will be metered by one meter in each active conductor, with the shunt coils of the meters connected in series. In this case it will be necessary to leave a loop in each active conductor.

*Starting*

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*Starting Currents of Three-phase A.C. Motors.*—The maximum starting currents, as measured by a damped ammeter, must not exceed the following:—

Motors not exceeding 2 b.h.p. . . . .	12 amps.
Motors exceeding 2 b.h.p., but not exceeding 8 b.h.p. . . . .	6 amps. per b.h.p.
Motors exceeding 8 b.h.p., but not exceeding 12 b.h.p. . . . .	5 amps per b.h.p.
Motors exceeding 12 b.h.p. but not exceeding 25 b.h.p. . . . .	4 amps. per b.h.p.
Motors exceeding 25 b.h.p. . . . .	3 amps. per b.h.p.

*Power Factor of Motors.*—The power factor of A.C. motors at full load must not be less than the following:—

Motors not exceeding 2 b.h.p. . . . .	75 per cent.
Motors exceeding 2 b.h.p., but not exceeding 8 b.h.p. . . . .	80 per cent.
Motors exceeding 8 b.h.p., but not exceeding 25 b.h.p. . . . .	84 per cent.
Motors exceeding 25 b.h.p. . . . .	86 per cent.

*Interference with the Supply to Other Consumers.*—Applicants wishing to connect electric welding apparatus, furnaces, X-ray outfits, rapidly fluctuating motor loads and the like, should first communicate with the Company, and ascertain what conditions they should observe with regard to such apparatus.

In the event of a consumer operating any such apparatus aforesaid, or any lift or motor in such manner as will interfere with the supply to other consumers, the Company may call upon him to make such necessary adjustments or alterations, and to so operate the apparatus as to ensure that the supply to other consumers will not be interfered with, and in the event of his failing to do so, the Company may cut off the supply of electricity to him. The fact that the Company shall have connected and approved of the apparatus, aforesaid, shall not be taken to exempt the consumer from the operation of this clause.

*Conductors not to be Earthed.*—No conductor in a consumer's installation shall be connected to earth, and all conductors must be equally insulated as provided for in the S.A.A. Wiring Rules, except that in the case of "M.E.N." Systems, the neutral conductor, before being connected to the neutral earthing Bus, must have equal insulation resistance to earth as the active conductor.

No supply will be given to premises wired on the concentric system, using an uninsulated "outer" conductor.

*Wall Plugs for Lighting and Power.*—Where it is required to provide for the separate metering of current supplied at different rates, the installation shall be divided into separate and distinct circuits, which must not be bunched, and all wall plugs, connectors and the like must be of such different types that it will not be possible to connect

the

the plug of any portable apparatus, chargeable at a certain rate, to any part of the installation conveying current chargeable at a lower rate.

*Switches to be on Non-earthed Conductors.*—The ends of non-earthed conductors to which all single pole switches must be connected in accordance with the S.A.A. Wiring Rules, must be labelled "switch-wire," in order that the Company's officers may correctly connect the consumer's leads to the service leads.

Every consumer's main switchboard must be distinctly labelled for identification and the main fuses must be controlled by the main switch. All circuits from the distribution board must be controlled by circuit fuses. Lighting circuits must be entirely isolated from power circuits from the service fuses onwards, and must be connected to separate switchboards.

Three and/or two phase circuits must be isolated from two-wire circuits, and must be in separate conduits.

*Aerial Conductors.*—No aerial conductor may at any part of its length be less than fourteen (14) feet from the ground, or less than seven (7) feet above a flat roof. A flat roof in this case means one on which a man may stand upright without difficulty.

*Cables Outside Buildings.*—Conductors run on the outside of a building must either be enclosed in screwed conduit or fixed not less than 14 feet above the ground, and not less than four feet from any door or window opening.

Signature.....

The Common Seal of Dubbo Lighting Company Limited was hereunto affixed by R. Rawnsley Moss and James Wall, two of the Directors of the said Company, who thereupon signed their names in the presence of—  
F. W. DUESBURY.

(L.S.)  
R. RAWNSLEY MOSS.  
JAMES WALL.

The Common Seal of the Council of the Municipality of Dubbo was hereunto affixed this twenty-fourth day of October, one thousand nine hundred and thirty-four, in pursuance of a resolution of the Council passed at a meeting held on the twenty-third day of October, one thousand nine hundred and thirty-four.

(L.S.)  
G. FITZ HILL,  
Mayor.

C. P. MULCAHY,  
Acting Town Clerk.

(This

No. 21, 1935.

(This is the form marked "B" referred to in the annexed Agreement dated the twenty-fourth day of October, 1934, made between Dubbo Lighting Company Ltd. of the one part and the Council of the Municipality of Dubbo of the other part.)

**"B."**

THE DUBBO LIGHTING COMPANY Contract No. ....

LTD.

Rental Folio .....

**CONSUMER'S APPLICATION AND  
AGREEMENT.**

Entered in Rental .....

All applications to be addressed to:—  
The Secretary,

FOR OFFICE USE ONLY.

The Dubbo Lighting Co., Ltd., Received .....

Dubbo.

Amount of Deposit.....

(A separate form must be used for each  
Tenement or Building.) Receipt No. .....

The Secretary, Date Connected .....

Dubbo Lighting Co., Ltd.,  
Dubbo.

I/We hereby apply for and agree to take a Supply of Gas from the Dubbo Lighting Co., Ltd., at the premises herein referred to, such supply to be measured by Meter and charged for at the rate of .. per 1,000 cubic feet, less a rebate of 2d. per 100 cubic feet if paid within fifteen days after the date upon which the account is rendered, and a rental for the use of each meter of 1s. 6d. per quarter or part thereof, subject to the terms and conditions printed on the back hereof.

**A CASH DEPOSIT, TO BE DETERMINED, MUST BE LODGED WITH THIS  
APPLICATION.**

Consumer's full name .....

(Mr., Mrs. or Miss. Underline  
surname.)

Full address of premises for  
which gas is required .....

(Give street number and name  
of house.)

Name and Address of Owner  
of these premises .....

Nature of business or purpose  
for which premises will be used .....

Have you used gas supplied by the  
Dubbo Lighting Co., Ltd., before?  
If so, at what address? .....

If

## Dubbo Gas and Electricity Franchise Act.

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No. 21, 1935.

If supply is already on premises, state  
from whom taken over, and date  
of such taking over .....

Name and Address of Fitter.....

Dated the ..... day of 19

### GAS APPLIANCES.

Stove ..... Signature of

Bath Heater ..... Consumer .....

Copper ..... Witness .....

Sundries .....

Examined by ..... Manager.

### TERMS AND CONDITIONS OF SUPPLY.

I. No fitter is to be employed either in fixing, altering or repairing, but one holding a license from the Company or a written permission from the Engineer, but the Company shall not be in any way liable or responsible for any work done by any licensed or other fitter, or for explosion or other loss occasioned by improper or defective material or workmanship, or in any way whatever.

II. All fittings, repairs and alterations are to be at the expense and risk of the consumer.

III. The Meter and Service Pipe are to remain the exclusive property of the Company, and may be removed by them upon the termination of the supply, or upon discontinuance thereof, under the 10th condition, or for the purpose of changing such Meter (if found to have ceased registering or to be registering incorrectly), and for the purpose of removal of such Meter and Service Pipe, servants of the Company shall have free access to the premises.

IV. Should a Meter or Meters be destroyed by fire or otherwise while on the Consumer's premises, the full value of such Meter or Meters shall be paid by the Consumer to the Company. If damaged by fire or otherwise on said premises, the Consumer shall pay to the Company the cost of the damage.

V. The Company's Inspector shall be at all times permitted to enter upon and to survey the premises, where lights are used; and if the consumption be by Meter, to examine such Meter; and no light shall be used in any place not open to the Inspector, except by special agreement; and the Company shall be at liberty to disconnect any Service Pipe for the purpose of repairs to mains, and no liability shall attach to the Company for failure in the supply of Gas during such disconnection.

VI. When the Consumer disputes the registration of a Meter, and either the Consumer or the Company has required the Gas Examiner appointed under the Gas Act, 1912, to test the said Meter, the Gas Examiner shall forward each party a certificate of such testing,

and

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and if such Meter be found to register correctly or in favour of the Consumer, the Consumer shall pay the cost of testing the Meter and all expenses incidental thereto; and if the Meter be found to register in favour of the Company, the Company shall pay all such costs and expenses: Provided that the consumer who wishes the Meter used by him to be tested by the Gas Examiner, except as set forth in Regulation No. II under the Gas Act, 1912, shall forward a written request to the Company, and such Company will forward a copy of the same to the Gas Examiner within twenty-four hours of its receipt.

VII. In the event of any Meter used by the Consumer of Gas being tested in manner provided by the regulations, and being proved to register erroneously, such erroneous registration shall be deemed to have first arisen during the last preceding quarter of the year in cases where accounts are rendered quarterly, or the last preceding month of the year in cases where accounts are rendered monthly, unless it be proved to have first arisen during the current quarter or month. The amount of the allowance to or surcharge upon the Consumer by the Company shall forthwith be computed and paid by or to the Company to or by the Consumer, as the case may be.

VIII. When the certificate of testing shows that a Meter used by the Consumer passes Gas without registration, the Company may estimate the consumption of gas for the usual quarter or month preceding the date of the testing as aforesaid upon the basis of the consumption of gas for the corresponding period of the preceding year or upon some other equitable basis: Provided that the basis upon which such estimate is arrived at shall be clearly shown upon the gas account rendered for such period.

IX. In all other cases where an adjustment of the charge for gas is necessary through the testing of any Meter used by the Consumer there shall be clearly marked upon the account containing the allowance or surcharge the discrepancy per centum either in favour of the Consumer or the Company upon which such adjustment is based.

X. Upon breach by the Consumer of any of the conditions of this Contract, the Company shall be at liberty, without any previous notice, to discontinue the sale and supply of Gas and to sue the Consumer for the recovery of the amount of any loss or damage which the Company may have sustained through the breach of this Contract.

XI. No transfer of this Contract can take place unless with the Company's written consent, under the hand of the Secretary.

XII. In case the Consumer shall fail to pay on demand made by letter under the hand of the Secretary for the time being of the Company, posted to or left at the within mentioned premises, any money owing by him to the Company, the Company may in its discretion without prejudice to any other remedy and without previous notice disconnect and remove the Meter from, and stop the sale and supply of Gas to the premises mentioned in this Contract, and also from and to any other premises now and hereafter occupied by the Consumer, and to which Gas is or may hereafter be supplied by the Company.

XIII.

XIII.—The Consumer shall pay all moneys payable and to become payable under the within Contract at the office of the Company, or at such other place at Dubbo as may for the time being be fixed by the Company, and in the case of a monthly account within fifteen days after the delivery of an account showing the amount payable by the Consumer. No receipt shall be valid unless on the Company's official receipt form.

XIV. The Company may before or after granting the supply require the Consumer to provide fittings and appliances for the proper use and for preventing the escape of gas. The Consumer 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 Company may order the Consumer to remove the defects, and in default may cut off the supply of gas.

XV. The Consumer shall not without the permission of the Company, obstruct, waste, divert, or use any gas from the Company's supply. If the Company or any authorised servant of the Company be refused admission to any premises supplied by it with gas for the purpose of examining the gas meter or fittings therein, or be obstructed in his examination, the Company may cut off the supply of gas.

XVI. The Consumer shall give forty-eight hours' written notice to the Company of his intention to discontinue the use of gas, so that the supply may be cut off and the account rendered. If the Consumer does 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 Company, the supply is cut off or transferred to a new occupier.

XVII. The Company 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 Company's control.

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

The Common Seal of Dubbo  
Lighting Company Limited  
was hereunto affixed by R.  
Rawnsley Moss and James  
Wall, two of the Directors of  
the said Company, who there-  
upon signed their names in the  
presence of—

F. W. DUESBURY.

(L.S.)  
R. RAWNSLEY MOSS.  
JAMES WALL.

The

**No. 21, 1935.** The Common Seal of the Council  
of the Municipality of Dubbo  
was hereunto affixed this  
twenty-fourth day of October,  
one thousand nine hundred  
and thirty-four, in pursuance  
of a resolution of the Council  
passed at a meeting held on  
the twenty-third day of Octo-  
ber, one thousand nine hun-  
dred and thirty-four.

(L.S.)  
G. FITZ HILL,  
Mayor.

C. P. MULCAHY,  
Acting Town Clerk.

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