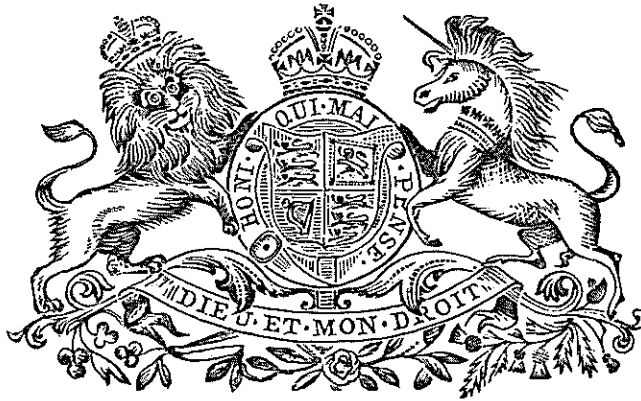


WESTERN AUSTRALIA



ANNO QUARTO

GEORGH QUINTI REGIS,

XXXIV.

No. 34 of 1913.

AN ACT to ratify an Agreement made between the Government and the Mayor and Councillors of the City of Perth relating to Electric Light and Power.

[Assented to 30th December, 1913.]

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 Western Australia, in this present Parliament assembled, and by the authority of the same, as follows:—

1. This Act may be cited as the *Electric Light and Power Agreement Act, 1913.* Short title.
2. Subject as hereinafter provided the agreement set out in the Schedule to this Act is hereby ratified. Ratification of agreement.

Provided that paragraph 10 of the said agreement is deleted, and the following provisions shall have effect in place thereof:—

10. (1.) The Corporation shall, at any time if so required by any municipal council or road board whose district is situate wholly or partly within a radius of five miles from the General Post Office, enter into an agreement with such local authority to supply it with current in bulk on the alternating system at high or low tension, at the option of the local authority, at the actual cost price to the corporation.

(2.) For the purpose of this clause “the actual cost price to the corporation” shall mean and include the cost per unit to the corporation under the following heads, viz.:—

- (a) The initial price paid to the Government for the current;
- (b) Management and metering;
- (c) Distribution, including wages, stores, repairs, and all other charges in connection therewith;
- (d) Sub-station charges;
- (e) Interest, sinking fund, obsolescence fund (7 per cent.) on sub-station capital;
- (f) Interest, sinking fund, and obsolescence fund (7 per cent.) on feeders per mile;
- (g) Loss on current in transit from Corporation sub-station to suburban point of delivery and in transforming;
- (h) Interest and sinking fund (6 per cent.) on the corporation’s capital charges.

(3.) The corporation shall at the end of each year supply to the local authority a statement showing its costs under each of the above heads, and payments for current supplied during such year shall be adjusted upon the figures so supplied: Provided that if the local authority shall dispute the accuracy of any of the figures so supplied by the corporation, it shall be entitled to have such dispute referred to arbitration: Provided further that the costs of the successful party by any such arbitration shall be paid by the other party.

(4.) Pending the ascertainment of the actual cost price to the corporation for any year, payments shall be made by the local authority for current supplied based upon the actual cost price for the preceding year, but such payments shall be adjusted as soon as the actual cost price for that year shall have been ascertained, any deficiency or over-payment being made good: Provided that during the first year of the currency of this agreement current shall be charged and paid for at the rate of 2.25 pence per unit for high-tension current and 2.5 pence per unit for low-tension current, subject, however, to adjustment at the end of the year upon the basis of the actual cost price when ascertained.

(5.) Any agreement entered into with a local authority under this clause shall contain and be subject to the following conditions:—

- (a) That the local authority shall, if required by the corporation, supply to the Government all such current required for use in its district as the corporation is bound to supply under Clause 11 of this agreement, upon the terms and at the price therein provided. If such price shall be below the price at which the corporation is bound to supply to the local authority similar current in bulk, the corporation shall pay to the local authority the difference between such prices.
- (b) That the corporation shall not compete with such local authority in the supply of electricity to private consumers within the district of such local authority: Provided that if at the time when the local authority requires the corporation to supply it with current the corporation has installed plant within the district of such local authority for the purpose of supplying current to private consumers, the local authority shall take over such plant at a valuation.
- (c) That the local authority shall not, whilst under agreement to take current in bulk from the corporation, itself generate current or obtain current from any other source than the corporation, nor shall it license or permit any other person or corporation to lay or erect mains for the supply of electricity within its district.
- (d) If the corporation shall at any time make default in the performance of its obligations under this clause to supply current to any local authority, it shall in such event (but not otherwise) be lawful for the Government to supply current to such local authority; but, except as herein provided, the Government shall not supply current to any person or corporation within the said radius of five miles from the General Post Office.

Sec. 2.

THE SCHEDULE.

AN AGREEMENT made the sixteenth day of October One thousand nine hundred and thirteen BETWEEN THE HONOURABLE JOHN SCADDAN, M.L.A., Premier of Western Australia (acting on behalf of the Government of Western Australia, hereinafter called "the Government") of the one part, and THE MAYOR AND COUNCILLORS OF THE CITY OF PERTH (hereinafter called "the Corporation") of the other part: WHEREAS the Corporation is supplying electricity in the City of Perth: AND WHEREAS the Government require a supply of current for traction and other purposes, and it is proposed that the Government shall instal generating and other plant suitable for supplying their own requirements and those of the Corporation, and that the Corporation shall take the supply of current required by them from the Government on the terms hereinafter appearing: NOW IT IS HEREBY AGREED as follows:—

Plant to be provided by the Government.

1. The Government shall provide and erect:—

- (a.) A power station, suitable for supplying the requirements of both the Government and the Corporation, with a generating plant of an initial capacity of 9,000 kilowatts, suitable provision being made for spare parts and accessories and for future extensions.
- (b.) A ring main or cable round Perth of such nature and capacity and in such situation as the Engineers of the parties shall, having regard to the probable requirements of both the Government and the Corporation, advise; the ring main, if not passing through the said power station to include the necessary connection thereto; and
- (c.) Such high-tension switch gear and meter panels at points (not exceeding four) on the said ring main as may be reasonably required for delivering and metering as high-tension current the initial requirements of the Corporation.

Extensions.

2. The initial requirements of the Government and of the Corporation shall be deemed to be two thousand five hundred kilowatts respectively; and the Corporation shall give notice in writing to the Government of its initial requirements at each point of delivery; and the Corporation shall not be entitled to make a demand on the system, or at any point, in excess of such initial requirements, unless it shall have given the Government reasonable notice in writing of the increase desired. No such notice shall specify a larger increase than is reasonable, having regard to the probable requirements of the Corporation. Subject in the case of the Corporation to such notice having been given, the Government shall provide such generating plant as may from time to time be required for giving a supply to either party, and such additional high-tension switch-gear and metering panels at the said points on the said ring main or in the said power station as may be necessary for the delivery as high-tension current of the further requirements of either party.

Supply of current to the Corporation.

3. The Government shall supply and the Corporation shall take during the continuance of this agreement all electrical energy (hereinafter referred to as current) required by the Corporation, subject nevertheless to Clause 2 hereof, and to the other provisions herein contained.

Pressure system and delivery.

4. The current to be supplied by the Government to the Corporation shall be delivered as high-tension current at the bus-bars of the said high-tension switch gear at a pressure of 6,000 volts on the three-phase alternating system and with a periodicity of 40 cycles per second.

5. The Corporation shall provide and keep in good repair and condition on the ring main suitable fire-proof substations for the reception of such high-tension switch-gear and meter panels provided by the Government as aforesaid (hereinafter called the service apparatus) as shall be required for delivering and metering the current to be taken by the Corporation. The Corporation undertakes that none of its agents, servants, or contractors, without the consent of the Government, shall in any way interfere with the service apparatus in any substation used for supplying the Corporation, and shall be responsible for any damage caused thereto. The Government shall have access at all reasonable times by their servants, agents, and contractors to all the said substations. Substations.

6. Subject as hereinafter provided, the price to be paid to the Government by the Corporation for the current supplied to it hereunder shall be the cost price per unit to the Government. Price for current.

Any dispute between the Government and the Corporation as to the cost price for the time being shall be referred to arbitration as hereinafter provided, and shall be determined on the following basis:—

- (a.) The said cost price per unit for any year shall be arrived at by dividing the total cost for such year by the number of units taken by the Corporation and by the Government otherwise than under Clause 11 hereof; and for the purpose of ascertaining the number of units so taken by the Corporation the current shall be metered at high-tension at the Corporation's substations on the said ring main and the number of units consumed by the Government shall be metered at high-tension at Government substations on the ring main or at the power station or where required.
- (b.) The total cost shall be arrived at by adding to the operating cost a percentage, to be made up as hereinafter provided, on the capital cost and expenses (including the necessary cost and expenses of raising the money) incurred by the Government under Clauses 1 and 2 of this agreement, representing antiquation fund, sinking fund, and interest.
- (c.) The percentage referred to in the last preceding sub-clause shall be made up of two per cent. for antiquation fund, one per cent. for sinking fund, and the actual percentage which shall be paid by the Government by way of interest in respect of the loan to be raised for providing the said capital expenditure: Provided that from and after the date when the said sinking fund shall enable the redemption of the said loan nothing shall be charged for sinking fund or interest, and the only percentage then included in the total cost shall be the two per cent for antiquation fund.
- (d.) The operating cost shall mean and include all the costs and expenses properly incurred by the Government in operating the said power station, supply mains, service apparatus, and plant, to be provided by the Government and in generating and delivering as aforesaid the current taken by the Government and the Corporation from the said power station (excluding the capital expenditure and the interest thereon) and the cost of repairs, other than replacements or plant because it has become antiquated.

Provided always that the cost per unit to be charged by the Government for current supplied by the Government to the Corporation pursuant to this agreement shall not exceed three farthings per unit.

Repairs and operation.

7. The Government shall at all times during this agreement keep in good repair, order, and condition, the said power station, supply mains, service apparatus, and plant provided by the Government, and shall operate the same as economically as shall be consistent with efficiency and with the proper upkeep of the plant.

Power factors.

8. The Corporation and the Government respectively shall maintain the power factor at the respective points of delivery at not less than eighty per cent.

Agreement not to derogate from Corporation's powers.

9. Subject to the proviso hereto, nothing in this agreement shall derogate from, or be construed to derogate from, the rights, powers, and privileges vested in the Corporation under and by virtue of the "Perth Municipal Gas and Electric Lighting Act, 1911." Provided that during the currency of this agreement and so long as the Government shall supply current to the Corporation to the full extent of its requirements, the Corporation will not itself generate current.

Supply to local authorities.

10. The Corporation shall, at any time if so required by any Municipal Council or Road Board whose district is situate wholly or partly within a radius of five miles from the General Post Office, enter into an agreement with such local authority to supply it with current in bulk on the alternating system, at the Corporation's standard pressure for the time being, at a price to be mutually agreed upon between the Corporation and such local authority, or in default of agreement to be fixed by arbitration between them: Provided that if the Corporation shall at any time make default in the performance of its obligation under this clause to supply current to any local authority, it shall in such event (but not otherwise) be lawful for the Government to supply current to such local authority. Except as herein provided, the Government shall not supply current to any person or corporation within the said radius of five miles from the General Post Office.

Supply by the Corporation to the Government.

11. The Corporation shall supply and the Government shall take from the Corporation, during the continuance of this agreement, at the Corporation's standard low pressure, all current required by the Government for use within a radius of five miles from the General Post Office, Perth, other than for traction or tramways or purposes incidental thereto, or for use at the power station. The current shall be supplied under and subject to the same conditions as current is supplied for the time being by the Corporation to private consumers: Provided that the price to be paid by the Government for current so supplied shall be such price as may be mutually agreed upon, but shall not exceed double the price payable by the Corporation to the Government for current delivered at the high-tension in the same period.

Accounts.

12. Accounts shall be delivered monthly and be paid within thirty days of delivery.

Meter readings.

13. If either party shall, within fourteen days of the delivery of the account for any month, make a request in writing to the other that the meters or meter shall be tested, the same shall be tested in such manner as shall from time to time be agreed, and if such test shall show any inaccuracy the same shall, in the absence of proof to the contrary, be deemed to have existed since the previous occasion of testing or the commencement of such month, whichever date shall be the later, and the account shall be added to or deducted from as the case may require. If any such test shall show the mean inaccuracy of the meter or meters, as the case may be, to be less than three per cent., the cost of making such test shall be paid by the party requiring the same, otherwise such cost shall be shared equally.

14. The current to be supplied to either party shall be available for such party up to the demand to which they shall be for the time being entitled, at all hours of the day and night, except so far as the supplying party shall be prevented from giving the supply by force majeure, or inevitable accident, or a strike or lock-out of workmen or by any cause beyond the control of the supplying party: Provided always that all reasonable precautions shall be taken to maintain the supply during any such strike or lock-out, and in the case of any interruption the supply shall be resumed with all reasonable diligence. Availability of supply.
15. Each party and their representatives may at all reasonable times inspect the plant provided by either party for giving a supply of current under this agreement, and the state of repair and condition thereof, and inspect and read any meters used for measuring the current supplied hereunder, and carry out any work in connection with any plant belonging to them which they may be entitled or required to do under the provisions hereunder. Inspection of plant.
16. The Government shall keep proper and detailed accounts relating to the matters upon which the payments to be made by the Corporation are based, and afford them reasonable facilities for inspecting and checking the same. Accounts to be kept by the Government.
17. Pending the ascertainment of the total costs for any year the monthly payments to be made by either party in respect of the current supplied to such party by the other under the provisions of this agreement shall be based on the price per unit payable in respect of the last period for which the total costs shall have been ascertained, and shall be adjusted at the end of the year, any deficiency or overpayments being made good: Provided that the cost of current supplied by the Government to the Corporation during the first year shall be at the rate of three farthings per unit, subject to adjustment at the end of the year, if it shall then appear that the cost has in fact been less than three farthings per unit. Ascertainment of monthly payments.
18. This agreement shall remain in force for fifty years from the date hereof, and thereafter until the same shall be determined by three years' notice in writing by either party to the other. Period of Agreement.
- If the Government shall be the party giving the notice to determine this agreement, then two years prior to the determination thereof the Government shall pay to the Corporation a sum equal to the amount of all contributions which the Corporation shall be deemed to have made to the sinking fund by virtue of paragraph 6 of this agreement.
19. Any dispute, doubt, or question between the parties arising under this agreement as to the construction thereof, or as to the rights and liabilities of the parties hereunder, or as to any matter which this agreement provides is to be agreed or referred to arbitration, shall be referred to two arbitrators, one to be appointed by each of the parties in dispute, or to any umpire to be appointed by such arbitrators, and the provisions of the Arbitration Act, 1895, and any statutory modification or re-enactment thereof shall apply to any such arbitration. Arbitration.
20. For any of the purposes of this agreement it shall be lawful for the Government to exercise within the district of the Municipality all the powers vested in the Minister for Works under the Public Works Act, 1902, for the construction and maintenance of public works. Incorporation of powers under Public Works Act.
21. This agreement is conditional on all necessary powers being conferred upon the Government by the Parliament of Western Australia to enable the Government to give effect to the provisions of this agreement and for otherwise carrying the same into execution. Agreement subject to confirmation by Parliament.

Marginal notes.

22. The marginal notes to these presents shall not affect the construction thereof.

IN WITNESS whereof the Honourable John Scaddan hath hereunto set his hand, and the Common Seal of the Mayor and Councillors of the City of Perth has been hereunto affixed, the day and year first above writtten.

SIGNED by the HONOURABLE JOHN SCADDAN, } J. SCADDAN.
in the presence of

A. COLENZO KESSELL.

THE COMMON SEAL of THE MAYOR AND COUN- } JNO. HY. PROWSE,
CILLORS OF THE CITY OF PERTH was here- } Mayor of Perth.
unto duly affixed, in the presence of

WM. E. BOLD,
Town Clerk.

(Seal.)