

*An Act to ratify a
Certain Agreement
between the City of
Moose Jaw and the
Swift Canadian
Company, Limited*

being a Private Act

Chapter 79 of the *Statutes of Saskatchewan, 1925-26*
(effective January 28, 1926).

NOTE:

This consolidation is not official. Amendments have been incorporated for convenience of reference and the original statutes and regulations should be consulted for all purposes of interpretation and application of the law. In order to preserve the integrity of the original statutes and regulations, errors that may have appeared are reproduced in this consolidation.

1925-26

CHAPTER 79

**An Act to ratify a Certain Agreement between the City of Moose Jaw
and the Swift Canadian Company, Limited**

(Assented to January 28, 1926)

His Majesty by and with the advice and consent of the Legislative Assembly of Saskatchewan enacts as follows:

Agreement ratified

1 The agreement, a copy of which forms Schedule A to this Act, is hereby ratified and confirmed and declared to be legally binding according to the tenor thereof, and the provisions thereof shall be taken as if they had been expressly enacted hereby and formed a part of this Act.

1925-26, c.79, s.1.

Bylaw ratified

2 The bylaw passed on the 9th day of December, 1925, and forming Schedule B to this Act, authorising the execution of said agreement by the proper authority on behalf of the City of Moose Jaw is ratified and confirmed.

1925-26, c.79, s.2.

No submission to burgesses

3 Notwithstanding the provisions of *The City Act* the said bylaw and agreement need not be submitted to the burgesses.

1925-26, c.79, s.3.

SCHEDULE A

THIS AGREEMENT made this 9th day of December, A.D. 1925,

BETWEEN

The Corporation of the City of Moose Jaw, hereinafter called the "City,"

and

Swift Canadian Company, Limited, a body incorporated under the laws of the Dominion of Canada having its Head Office for Canada at the City of Toronto, in the Province of Ontario, hereinafter called the "Company."

Whereas the Company is about to purchase the property including the packing plant formerly owned and occupied by Gordon, Ironside and Fares, Limited, of the City of Moose Jaw and situate on Blocks One Hundred and Eighty-two (182) and One Hundred and Eighty-three (183) in the City of Moose Jaw, in the Province of Saskatchewan, according to registered Plan Old No. 96;

And whereas the said property has been idle and non-revenue producing for a number of years and the City is desirous of having the same operated and become revenue producing from the City's standpoint;

And whereas it has been agreed between the parties hereto that in consideration of the Company purchasing the said property and plant and operating the same the City will enter into the following covenants and agreements with the Company and the Company has agreed with the City as hereinafter set out;

And whereas in consideration of the covenants and agreements herein contained on the part of the City, the Company has agreed to commence operating the said plant as a packing plant on or before the 31st day of March, 1926, and to operate the same for a period of at least eleven years hereafter.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

The City covenants and agrees with the Company to sell to the Company and the Company agrees to purchase from the city blocks one hundred and eighty-four (184) and one hundred and eighty-five (185) in the City of Moose Jaw, in the Province of Saskatchewan, according to registered Plan Old 96, subject to the reservations, conditions, exceptions and easements contained in the City's Certificate of Title to the said lands and also lot one (1) and the westerly thirty-nine feet of lot two (2) in said block 184 at and for the price or sum of Five Hundred Dollars (\$500.00), payable on delivery of a transfer of the said lands under *The Land Titles Act* from the City to the Company, such lands to be conveyed by the City on request of the Company at any time after the execution of this Agreement by the parties hereto.

In consideration of the premises, the City does hereby give to the Company an option irrevocable within the time for acceptance herein limited to purchase free from encumbrance, but subject, however, to the exceptions, conditions, reservations and easements contained in the City's Certificate of Title, blocks two hundred and eight (208) and two hundred and nine (209), in the City of Moose Jaw, in the Province of Saskatchewan, according to registered Plan Old 96.

The purchase price of the said property shall be the sum of Five Hundred (\$500.00) which shall be paid in cash on the acceptance of this option, transfer to be delivered by the City immediately upon payment of the purchase money.

The option hereby given will be open for acceptance up to but not after the hour of five o'clock in the afternoon on the 19th day of January, 1926, and may be accepted by letter delivered to the City Clerk or City Commissioner.

In consideration of the premises, and of the Company agreeing to purchase and operate the said plant, the City covenants and agrees with the Company to close Home street in the said City between the west street line of Seventh avenue south-west and the east street line of Eighth avenue south-west and Eighth avenue south-west between the north street line of Home street and north street line of Lillooet street and between the south street line of Lillooet street and the north street line of Iroquois street and the lanes in blocks one hundred and eighty-two (182), one hundred and eighty-three (183), one hundred and eighty-four (184), and one hundred and eighty-five (185), and to request the Minister of Highways to convey the said streets and lanes to the Company, subject to such exceptions, reservations, conditions and easements as the City's title thereto may be subject, the costs of closing the said streets and lanes and conveying the same to be paid by the Company, such costs not to exceed One Hundred Dollars (\$100.00).

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The City further covenants and agrees with the Company that should the Company exercise its option hereinbefore contained and purchase Blocks two hundred and eight (208) and two hundred and nine (209) hereinbefore referred to, that the City will at the request of the Company close Iroquois street between Seventh avenue south-west and Ninth avenue south-west and Eighth avenue south-west between Iroquois street and Coteau street and the lanes in blocks two hundred and eight (208) and two hundred and nine (209), and will request the Minister of Highways for Saskatchewan to convey the said streets and lanes to the Company, in consideration whereof the Company covenants and agrees with the City to pay all costs of closing the said streets and lanes, and of conveying the same, not to exceed Fifty Dollars (\$50.00).

The City covenants and agrees to lend the Company its friendly assistance in having the plan of the said property hereinbefore referred to, including such property as the Company may under this agreement purchase or acquire from the City, cancelled and registered as acreage property, it being understood that the City shall not be required to bear any expenses in connection therewith.

ASSESSMENT:

The City covenants and agrees with the Company to assess the said lands and any of the lands mentioned in this agreement that may be acquired by the Company at a valuation not exceeding Five Hundred Dollars (\$500.00) per acre for a period of ten years (10), from the 1st day of January, 1927.

The City further covenants and agrees with the Company that the improvements now on the said lands, or hereafter erected thereon as part of the Company's plant, shall not in any year during the period of ten years from the 1st day of January, 1927, be assessed for more than Forty Thousand Dollars (\$40,000.00).

BUSINESS TAX:

The City covenants and agrees with the Company that the business tax payable by the Company in each year for a period of ten years from the 1st day of January, 1927, in connection with its business carried on in the said plant shall be based upon an assessment which shall not exceed a rate of twenty-three (23) cents per square foot of the floor space actually used in the operation of the business.

EXEMPTIONS FROM TAXATION:

The City further covenants and agrees with the Company in consideration of the Company commencing to operate the said plant on or before the 31st day of March, 1926, and continuing to operate the same as hereinbefore agreed, that the City will exempt the property of the Company hereinbefore described from taxation for the year 1926, and also the Company from business tax for that year.

WATER RATES:

Subject to the provisions for reduction in water and power rates hereinafter contained, the City covenants and agrees with the Company to supply the Company for a period of ten years from the 1st of January, 1926, with water for the purposes of its business at a price of nine cents (9¢) per one thousand gallons for the first twenty million gallons used in any calendar year, and at a price of eight cents (8¢) per one thousand gallons for all water used exceeding twenty million gallons in any calendar year.

The Company is to pay bills rendered at the rate of nine cents (9¢) per one thousand gallons on all water supplied, and the City agrees to adjust the difference at the end of each year.

It is further understood and agreed that bills rendered at such rates are not subject to discount.

It is further understood and agreed by and between the parties hereto that the City shall not be liable for any damage that the Company may suffer through the failure of the City to supply water in the event of any accident in any way affecting the City's water supply, or in the event of any shortage of water at the source of the City's water supply, or for any other cause which the City has no control.

It is further understood and agreed that in the event of a shortage of water that the City shall have the right to supply the domestic consumers in preference to the Company to the extent of the requirements of the domestic consumers, provided always, that the City covenants and agrees as far as practicable to supply the Company with so much water as it may require for a full period of twenty-four hours in each day during the said period of ten years.

LIGHT AND POWER RATES:

Subject to the provisions hereinafter contained for reduction in water, light and power rates, the City further covenants and agrees with the Company to supply the Company with electric light and electric power for a period of ten years from the 1st day of January, 1926, at the following rates, viz:

For such electrical energy (both electric light and electric power) as the Company may use:

At a maximum rate of one and one-half cents (1.50¢) net per kilowatt hour on a demand load of under two hundred (200) kilowatts.

At a rate of one and one-quarter cents (1.25¢) net per kilowatt hour on demand load of two hundred (200) kilowatts or over up to three hundred (300) kilowatts, and

At a rate of one and one-tenth cents (1.10¢) net per kilowatt hour on a demand load of three hundred (300) kilowatts or over.

Provided always that regardless of the amount of current used by the Company, the Company shall pay to the City a minimum bill of Seventy-five (\$75.00) each month for light and power from the time when the Company starts to operate the said plant; provided further, that this provision shall not apply while the plant is shut down in the event of its being shut down for a period of one month or longer for causes beyond the control of the Company.

Provided always and it is distinctly understood and agreed by and between the parties hereto that the City shall not be liable to the Company in damages or otherwise for any interruption in the supply of light or power by reason of a breakdown in the plant or strikes or from any other cause beyond the control of the City, it being understood and agreed, however, that the City will in the event of any interruption in the service restore the same as speedily as possible.

It is further understood and agreed by and between the parties hereto that in the event of the Company's property hereinbefore referred to being assessed during the term of this agreement for greater amounts than the amounts provided for in this agreement, or in the event of business tax being increased beyond the rates

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set out in this agreement, then, and in any such case, the amount of taxes which the Company shall be required to pay by reason of such increase over and above the amount they would be required to pay had such rates not been increased, shall be deducted from the amount payable by the Company to the City for power, light and water.

SPUR TRACKS:

The City covenants and agrees with the Company to assign to the Company its rights under a certain spur track agreement entered into between the City and the Canadian Pacific Railway Company and bearing date the 19th day of July, 1911, in so far as it appertains to the said spur track between Seventh avenue south-west and Ninth avenue south-west, and the Company covenants and agrees to pay the rental for that portion of the spur track.

SEWERAGE:

The City covenants and agrees with the Company that it will at all times during the operation of the Company's plant, provide and keep in proper working order a sewerage system and sewers which will properly serve the said plant; the Company on its part, agreeing to use and keep in operation a proper sedimentation tank through which the Company's sewerage is to be passed before entering the sewers of the City.

APPLICATION TO LEGISLATURE:

It is further agreed that if the Company so desires, the City will apply to the Legislative Assembly of the Province of Saskatchewan for a statute confirming this agreement, and authorising the City to enter into the same and carry out the provisions thereof, the Company to bear the expense connected with such application.

SALE BY COMPANY OF LAND:

The Company further covenants and agrees with the City that it will not at any time sell or otherwise dispose of or convey to any other person or Corporation the said blocks one hundred and eighty-four (184), and one hundred and eighty-five (185), and two hundred and eight (208), and two hundred and nine (209), in the City of Moose Jaw, in the Province of Saskatchewan, or any of them, or any part of them, without the consent of the City in writing, but will use them only in connection with the development of the Company's own or associated business, unless such sale is made as a part of a sale of the Company's said plant at Moose Jaw.

SUCCESSORS AND ASSIGNS OF COMPANY BOUND:

This Agreement shall enure to the benefit of and be binding upon the successors or assigns of the Company.

In the event of the City closing the said streets and lanes hereinbefore referred to the City is to reserve the free use, along with the Company, for the passage of all sewage by and through the sewers, and for the passage of water through the water mains, which are now in or under any of the said streets or lanes and is to reserve further unto the City the right to enter upon the said lands for the purposes of maintaining, repairing or replacing the said sewers and water mains or water connections, or sewer connections, and is to reserve unto the City the right to do all things necessary to keep and maintain the water mains, water connections, sewers and sewer connections in good repair and working order. The Company agrees to begin the operation of said plant as a packing plant by the 31st March, 1926, and that the same will be operated for a period of eleven years from the date thereof.

In witness whereof the parties hereto have hereunto affixed their Corporate Seals and the hands of their proper officers in that behalf the day and year first above written.

SCHEDULE B

BYLAW NO. 1191

The Council of the City of Moose Jaw enact as follows:

That an Agreement dated the 9th day of December, 1925, between the City of Moose Jaw of the one part and Swift Canadian Company, Limited, of the other part, a true copy of which Agreement is hereunto annexed, be, and the same is hereby ratified and confirmed.

The Mayor and the City Clerk are hereby authorised to execute the said Agreement on behalf of the City of Moose Jaw.

Read a first time in open Council this 9th day of December, 1925.

Read a second time in open Council this 9th day of December, 1925.

Read a third time in open Council and passed unanimously this 9th day of December, 1925.

(Sgd.) W.W. Davidson, Mayor

(SEAL)

(Sgd) D. Craven, City Clerk

