

# BY-LAW NO. 59

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE NORTHERN ONTARIO LIGHT AND POWER COMPANY, LIMITED, AND THE TOWN OF TIMMINS:—

Whereas the Council of the Corporation of the Town of Timmins, deem it to be in the interests of the Corporation and of the residents thereof and to be advisable to enter into an Agreement for the supply of Electricity for light, heat and power, within the limits of the said Corporation.

Now therefore the Municipal Corporation of the Town of Timmins, enacts as follows:—

1. That the proper Officers of the said Municipality shall on the assent thereto of the Municipal Electors of the Municipal Corporation, first had and obtained, entered into an Agreement on behalf of the Municipality with the Northern Ontario Light and Power Company, Limited, for the supply of Electricity for light, heat and power, within the limits of the said Corporation, which Agreement shall be in the words and figures, and shall contain the terms and conditions and shall be for a period, as follows:—

Memorandum of Agreement made this day of

A.D. 1916.

Between:

**NORTHERN ONTARIO LIGHT AND POWER COMPANY, LIMITED,**

hereinafter called the "Party of the First Part"

Of the First Part, and

**THE CORPORATION OF THE TOWN OF TIMMINS,**

hereinafter called the "Party of the Second Part"

Of the Second Part.

1. Witnesseth: that the party of the first part in consideration of the covenants herein contained is hereby authorized and permitted to construct, erect and maintain, poles, wires and conduits, across, along, and under the streets, lanes, squares, bridges, highways and other public places of the said Town of Timmins, of the conveyance of Electricity for the purpose of supplying light, heat and power, within the limits of the said Town of Timmins, and beyond the same under the conditions and provisions and restrictions in this Agreement contained for a period of ten years from the First day of June, A.D. 1916, and in consideration of the said authority hereby given by the said Town of Timmins, the said party of the first part covenants, promises and agrees with the said party of the second part, as herein set forth.

2. The said party of the first part shall, and will, for the term of ten years from the first day of June, A.D. 1916, furnish and supply, erect, maintain and keep in repair, such poles, wires and electrical appliances, including street lamps to light the streets, squares, lanes and other public places for the Town of Timmins, as shall be required for the purpose of supplying light, heat and power as herein agreed, and shall, and will, during the said period, for and at the time hereinafter mentioned, light and keep lighted, the said Electrical lamps with Electricity. The said Street Lamps shall be placed at the outset at the points in the Town of Timmins, at which Street Lamps are at present supplied and maintained by the said party of the first part for the purpose of supplying light to the said Town of Timmins under the provisions of the contract heretofore existing between the parties hereto, and such further Street Lamps shall be supplied from time to time, by the party of the first part, as may be ordered by the Council, and the said Lamps shall be lighted with Electricity as herein agreed by the said party of the first part from time to time as the same are supplied, and the said party of the first part shall furnish and provide the materials, tools, plant, labor, workmanship and power, necessary for the proper fulfillment of the term of this contract, in manner aforesaid.

3. All the wires of the said party of the first part used in the said works, within the Town of Timmins, shall be insulated and shall be worked on Metallic Circuit and all material to be used by the said party of the first part in their works on Streets, lanes, bridges, highways, squares and public places in the said Town of Timmins, may be inspected by and shall be subject to the approval of the Council of the said Town, or some person appointed by the said Council for that purpose.

4. The said party of the first part shall, at their own expense and costs, furnish, supply, erect, maintain and keep in repair, all the said lamps, posts and necessary appliances for the whole of the said period of ten years and shall renew such of them as may become below standard as defined by this Agreement through any cause whatsoever other than the action of the said Town, and shall

and will, at their own expense, during the said time for and at the times herein set forth, light and keep lighted the said Street Lamps with Electricity.

6. The Electrical System and appliances of, and the current as supplied by the party of the first part shall be in all respects of first-class quality and efficiency, and equal in quality and efficiency on an average to those installed and operated in other towns in Ontario, provided, that the Mayor of the Town, or any member of the Fire and Light Committee of the Council, or any person approved by the said Council, shall have the privilege to inspect the plant, instruments and appliances in connection with the said system for the purpose of ascertaining that the electrical current being supplied, is of the efficiency and power above provided for.

7. The said Street Lamps, and each of them, shall be kept lighted every night, from dusk to daylight.

8. The said party of the first part shall not in the construction, erection and maintenance of the said works unduly or unreasonably interfere with the right of travelling or using the streets, lanes, squares, bridges, highways and boulevards, curbs, sidewalks or other public places or any water course of the same, and the entrance of all doors, gateways and bridges, shall be kept free and unobstructed and lights, barriers or watchman, shall be provided and kept by the party of the first part during the construction and repairs of the said works for the protection and safety of the Public using the said Streets and other places.

9. The party of the first part shall indemnify and save harmless, the said Town, from and against all damages, loss, suits, claim and costs, to person or property, caused by the negligence on the part of the party of the first part, their servants or agents in connection with the operation of the poles, wires or other apparatus of the party of the first part, in the said Town of Timmins.

10. The said party of the first part shall use only such poles in the construction of the said works, on Streets and other Public places in the said Town, as shall be nearly as possible, straight and perpendicular, and before any poles are erected, the position of the poles shall be approved by the Council of the said Town of Timmins, or by some person appointed by the said Council for that purpose. The Council of the said Town of Timmins shall have the right to order the party of the first part to move during each year of the Franchise hereby given, not more than five poles, in which case said poles shall be moved at the direction of the Council, at the expense of the party of the first part.

11. Upon the construction of the said works or any extension thereof, or any repairs thereof, or any removal of any part thereof, the Streets, lanes, squares, sidewalks, bridges, squares and other Public places shall be put in as good repair by the said party of the first part as they were when such construction work or repairs commenced.

12. The said party of the first part shall not during the term of ten years, without the permission of the said Town, to be expressed by By-Law, charge any greater rates for supplying Electricity of the description and for the time hereafter mentioned, than as follows:—

For current for commercial and domestic lighting on the motor system, a maximum rate of 12c. per thousand Watt hours as shown by the Company's Meters. A discount of 25 per cent. to be allowed off this 12c. rate, provided bills are paid, on or before the 10th day of the month following rendering of account.

For current, for Cooking Ranges, Irons, Toasters and domestic Heaters and heating appliances, a maximum rate of 6c. per thousand Watt hours for the first seventy-five thousand Watt hours of monthly consumption; 5c. per thousand Watt hours for all consumption during any month over seventy-five thousand Watt hours. A discount of 2c. per thousand Watt hours to be allowed, provided bills are paid, on or before the 10th day of the month following the rendering of the account.

There will be no charge for meter rents, but there will be a minimum monthly charge for current of seventy-five cents for each meter installed.

Bills to be delivered on or about the 1st of each month and current to be available to consumers twenty-four hours each day in the year.

The Company agrees to supply 2200 Volt, 25 Cycle 3 Phase alternating current for the operation of the Town Water Pumping System. Current shall be available twenty-four hours each day of Year and shall be delivered by the Company to the Town, at the corner of Third Ave. and Elm Street in the Timmins Township. The charge for current shall be at the rate of \$60.00 per H.P. per annum, and shall be based on result of test made by the Company in the presence of Town Representative, at Pumping Station and to be taken on 2200 Volt Circuit during the operation of Pump when carrying normal load. Said load shall be determined by means of an integrating Watt Meter placed in the circuit for one hour. It is further agreed that

746 Watts shall constitute 1 H.P. From the finding of said Meter charges shall be made and payment made by Town on the 15th of each month for service delivered during previous month.

13. The said party of the first part shall continue to supply Electric current according to the terms of this contract for ten years from the 1st day of June, A.D. 1916, and the party of the first part shall be bound, during the said time, to supply electricity for light or heat or power, to any applicant occupying premises within the Town of Timmins, and applying for the same and whose premises are situate not more than 300 feet from any distributing line of the said party of the first part and to continue to so supply the Electricity, provided the same is paid according to the terms hereof.

14. The said party of the first part shall not be permitted to discriminate against any applicant in the Town of Timmins applying for or using the Electricity, either as to supply or price by reason of the smallness of Electricity applied for or used by the applicant or consumer, but shall be bound, provided the payment is made therefore, according to the terms hereof, to supply and to continue to supply, any applicant in the said Town of Timmins applying therefor, or using the same whose premises are situated not more than 300 feet from the distributing line of the said party of the first part without regard to the quantity of Electricity applied for, required or used by such applicant or consumer without discriminating in that respect or as to the price or otherwise howsoever, except as hereinbefore provided.

15. The Street Lamps herein mentioned, shall be Lamps hereinafter mentioned and the Town hereby covenants, promises and agrees to pay to the party of the first part, for the lighting of Streets, lanes, squares and other Public places, according to the following Schedule:—

For the first 50 one hundred candle power Tungsten Lamps, \$21.66 per annum.

For the next 10 one hundred candle power Tungsten Lamps, \$29.00 per annum.

For the next 10 one hundred candle power Tungsten Lamps, \$18.34 per annum.

For the next 10 one hundred candle power Tungsten Lamps, \$16.67 per annum.

For the next 10 one hundred candle power Tungsten Lamps, \$15.00 per annum.

For the next 10 one hundred candle power Tungsten Lamps, \$13.34 per annum.

And for each and every one hundred Candle Power Tungsten Lamp, over and above the first one hundred Lamps, the sum of \$17.00 per Lamp per annum. Bills to be rendered on or about the 1st day of each month for service rendered during the preceding month, and payment for same to be made on or before the 15th of the month, following presentation of bills.

16. In case the supply of current shall be interrupted or fail, from the Act of God, the King's Enemies, ice or accident in any way, or for necessary repairs to machinery or plant, or for any other reasons whether of a similar or dissimilar nature, not attributable to the neglect of the said party of the first part, the party of the first part shall not be liable for damages in respect of such interruption or failure nor be considered in default, provided they use reasonable diligence to restore such supply, but a proportionate abatement shall be made in the amount payable under this contract hereinafter provided for a time during which current is not supplied by reason of such interruption or failure of current. Provided, however, should such supply of current be interrupted at any time for a period of thirty consecutive days or for thirty days in all, within any six months, then in either of such cases the Franchise in this Agreement contained shall at the option of the party of the second part, be terminated.

17. The party of the first part agrees that at the expiration of five years, to a readjustment of the lighting and heating rates as herein provided, such readjustment to be arrived at by mutual Agreement and in default thereof, by Arbitration, provided, however, that on such readjustment the rates shall not be increased above the rates herein provided. In the event of arbitration being necessary to effect such readjustment, each of the parties shall appoint an Arbitrator, and the two Arbitrators thus appointed shall select a third Arbitrator but should either party not appoint such Arbitrators or unduly delay appointing such Arbitrators the District Court Judge of the District of Temiskaming upon the application of the other party shall have the power of appointing such Arbitrators.

18. In case any dispute or differences shall arise between the parties hereto, relative to any of the matters provided for in this Agreement, then such dispute or difference shall be submitted to the Arbitration and determination of three Arbitrators to be appointed as in the next preceding Paragraph set out and the award in writing of such Arbitrators, or any two of them, shall be final and binding on the parties hereto.

Wherever in this Agreement the words, Party of the First Part, are used, the same shall extend to and include the party of the first part, its

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Phone 26

Timmins

successors and assigns, and wherever in this Agreement the word, Town, party of the second part and shall extend to and include, its successors and assigns.

In Witness Whereof the said parties hereto have hereunto affixed their

respective Corporate Seals and signed under the hands of their respective proper Officers."

Signed, Sealed and Delivered in the Presence of

This By-Law shall take effect on

and after the final passing thereof. I hereby certify that above By-Law is a true copy.

H. E. MONTGOMERY, Clerk.  
W. H. WILSON, Mayor.