

BY-LAW No. 325 Of the Town of Timmins

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE PORCUPINE POWER AND TELEPHONE 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, enter into an Agreement on behalf of the Municipality with the Porcupine Power and Telephone 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. 19 BETWEEN

PORCUPINE POWER AND TELEPHONE COMPANY, LIMITED, hereinafter called the "Party of the First Part."

OF THE FIRST PART

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 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, for 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 day of

A.D., 19 , 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 A. D., 19 , 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, labour, 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 with 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.

5. 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.

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

7. 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, highway 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 watchmen, 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.

8. The Party of the First Part shall indemnify and save harmless, the said Town from and against all damages, loss suits, claims 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.

9. 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.

10. Upon the construction of the said works or any extension thereof, or any repairs thereof, or any removal of any part thereof, the Streets, lamps, highways, 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.

11. 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 meter system a maximum rate of 10c. per Kilowatt hour for the first 30 Kilowatt hours per month; 9c. for the next 220 Kilowatt hours per month; 8c. for the next 200 Kilowatt hours per month; and 7c. per Kilowatt hour for the additional Kilowatt hours. The whole less 20 per cent, for prompt payment on or before 10 days after the mailing of accounts with a minimum 75c. per month for each service.

For current for cooking ranges, irons, toasters and domestic heating appliances a maximum rate of 3 3/4c. per Kilowatt hour for the first 200 Kilowatt hours and all additional Kilowatt hours at 2 1/2c. The whole less 20 per cent. for prompt payment on or before ten days after the mailing of accounts, with a minimum 75c. per month for each service.

For current for signs and Window lighting, a rate of 1 1/4c. per Watt of connected load per month, less 20 per cent. discount for prompt payment on or before ten days after the mailing of accounts, with a minimum of \$3.00 per month. Service from dusk to daylight, or an optional rate of 7 1/2c. per Kilowatt hour, less 20 per cent. discount for prompt payment on or before ten days after the mailing of accounts.

For current for water heating, a flat rate, of \$5.00 per Kilowatt per month, less 20 per cent. discount for prompt payment on or before 10 days after the mailing of accounts,—where the range or water heater are connected to a double throw switch which would prevent both being used simultaneously.

For current for motors, in addition to a fixed charge of \$1.00 per month per Horse Power based on the name plate rating of the motors, an energy charge will be made as follows:—

Under 25 H.P., 3.00 cents per Kilowatt hour.

For 25 H.P. under 50 H.P., 2.60 cents per Kilowatt hour.

For 50 H.P. and under 100 H.P., 1.75 cents per Kilowatt hour.

For 100 H.P. and under 200 H.P.,

1.50 cents per Kilowatt hour. For 200 H.P. and under 300 H.P., 1.40 cents per Kilowatt hour. For 300 H.P. and under 400 H.P., 1.30 cents per Kilowatt hour. For 400 H.P. and under 500 H.P., 1.20 cents per Kilowatt hour. For 500 H.P. and over, 1.00 cents per Kilowatt hour.

12. 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 day of A.D., 19 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 applicants occupying premises within the Town of Timmins and applying for the same and whose premises are situated not more than 300 feet from any distribution line of the said Party of the First Part, and who is not indebted to the Party of the First Part for electricity previously supplied to such applicant, and to continue to so supply the electricity, provided the same is paid according to the terms hereof.

13. 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 therefor according to the term hereof, to supply and to continue to supply, any applicant in the said Town of Timmins applying therefor or using the same who is not indebted to the Party of the First Part for Electricity previously supplied to such applicant and whose premises are situated not more than 300 feet from the distribution 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, however, except as hereinbefore provided.

14. 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 each Lamp of 100 watts or less, \$16.66 per lamp, per annum.

For Lamps over 100 watts and not exceeding 200 watts \$30.00 per lamp per annum.

For Lamps over 200 watts and not exceeding 300 watts, \$40.00 per lamp per annum.

For Lamps over 300 watts and not exceeding 400 watts, \$50.00 per lamp per annum.

And Lamps over 400 watts and not exceeding 500 watts, \$60.00 per lamp per annum.

If the Party of the Second Part at any time desires to supply the lamps required, for renewals, then their prices shall be reduced by 10 per cent. The Party of the First Part will supply the labour and attend to the changing of the lamps.

15. 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 attributed 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 herebefore 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.

16. The Company reserves the right to make an additional charge to cover the cost of supplying the service when it is required for a period of less than one year, and also reserves the right to require deposits to guarantee the securing of the Company's accounts.

17. In case any dispute or difference 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, one to be appointed by the Party of the First Part, one to be appointed by the Town, and the third arbitrator to be appointed by two arbitrators so appointed, and the award in writing of such arbitrator 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 successors and assigns, and wherever in this agreement the word "Town" is used, the same shall mean the 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

Ten Years Ago in Timmins

FROM DATA IN THE PORCUPINE ADVANCE FILES

Reference was made in these columns last week to the appointment of Mr. A. Borland, then fire chief at Cobalt, to the position of chief of the Timmins fire department. During the first week of November, 1916, Mr. Borland visited Timmins and made a report to a special meeting of the town council relative to the fire department and fire protection matters in this town. Fire Chief Borland told the council much the same thing that Mr. E. H. Hill, the acting chief, had been telling them. Only Chief Borland was even more emphatic than Chief Hill. Right at the start Chief Borland told the council that conditions were much worse than he had expected and he would not accept the position at all unless more salary were given. To build up such a department to its proper place and usefulness would take more time and strength than any man should be expected to give for \$100.00 a month. The position should pay at least \$115.00 per month, with free house and other usual perquisites. Fire Chief Borland's report showed that he knew what he was talking about and that he had given the situation very careful survey and very expert attention. The council was much impressed with his grasp of the situation and his very evident talent in fire department work. He pointed out to the council that no capable man would accept the position unless he were given certain very necessary equipment for the department. "I would prefer you to have some of the other applicants come here and look over the situation," said Chief Borland. He said that his opinion was unbiased, but he was optimistic of the fire department here, and he urged the council to have another applicant, Chief Dey, of Collingwood, come to Timmins and give his opinion. In reply to a question, he suggested that the necessary equipment would cost about \$4,000. "At this juncture," says The Advance of Nov. 8th, 1916, "the council was willing to meet Chief Borland's conditions, if he would accept the position. Chief Borland's final answer to the council was that he would not accept the position until Chief Dey had the chance to view the situation and give his opinion. Then if the latter refused, Chief Borland would undertake the job of putting the department on a firm basis. Chief Borland's stand for this firm decision was to the effect that he had had the opportunity to look over the department and to see the conditions that existed, and found that he could not undertake the work for less than \$115.00 per month, whereas the advertisement called for only \$100.00 per month. He stated that he would be doing an injustice to Mr. Dey or any of the other applicants in coming here and accepting the position for \$115.00 when Mr. Dey had not the same opportunity to see the conditions or the privilege to ask the same salary. Therefore Chief Borland declined the offer in favour of Chief Dey, and in case of the latter's non-acceptance he would then take it providing the council wished him to do so." Members of the council commented after the meeting on the fairness and good sportsmanship of Chief Borland in the matter. He had given them very valuable information about the department and its needs; they were ready to meet his requests; yet, because he would not take what he believed to be an unfair advantage, he was passing up the position. Council finally dealt with the matter by sending a wire to Chief Dey accept-

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. GIVEN AND PASSED this day of A.D., 1926

MAYOR. CLERK.

NOTICE

TAKE NOTICE that the foregoing is a true copy of a proposed By-law of the Corporation of the Town of Timmins to be submitted to the votes of the electors on the 22nd day of November, A.D. 1926, between the hours of nine o'clock in the forenoon and five o'clock in the afternoon at the Separate School Building, Spruce Street North, in the Town of Timmins

And that the 15th day of November, 1926, at the hour of ten o'clock in the forenoon at the Town Hall in the said Municipality has been fixed for the appointment of persons to attend at the polling places, and at the final summing up of the votes by the Clerk.

And that if the assent of the electors is obtained to the said proposed By-law it will be taken into consideration by the Municipal Council of the said Corporation at a meeting thereof to be held after the expiration of one month from the date of the first publication of this notice, and that such first publication was made on the 29th day of October, A.D. 1926.

H. E. MONTGOMERY, Clerk.

Fashion Fancies

RUBY RED VELVETEEN AND PINK JERSEY MAKE A SMART COMBINATION



Velveteen is an ideal winter material. It imparts a certain amount of welcome warmth, and the bright glowing colours in which it is shown are most attractive in bleak weather.

Above is pictured a chic little suit which may be worn with a fur piece on mild days, or beneath a long coat. The colour is ruby red, while a novel colour contrast is imparted by the simple little jumper of ping jersey.

As the smarter costumes must have faultless accessories, the flat pocket-book is pigskin banded in red, while the tan felt hat is of pigskin colour, with a red grosgrain band.

ing his application, and for him to report as soon as possible. In the meantime, Mr. Hill looked after the fire department. Ten years ago The Advance gave such space to the discussion of fire department matters, believing that the question was probably the most important one before the people of the town.

On Wednesday, Nov. 3rd, 1916, the Timmins Oddfellows held a very successful and pleasing social at the lodge rooms, Third avenue. The social evening was in the form of a progressive euchre and dance, and there were about 85 members and their friends present. The prize winners in the euchre were:—Ladies, 1st, Miss Laura Peters; 2nd, Mrs. M. D. Hambly. Gentlemen, 1st, A. G. Carson; 2nd, Will McCoy. Messrs Martin and Colombo provided the best of music. The Advance concluded a lengthy report of the event with this paragraph:—"It is believed that a Rebekah Lodge will be formed here in the near future, to give an opportunity to the ladies of the community join hands with their brethren in the noble case of promoting friendship, love and truth, for the uplift of humanity amongst their fellow citizens."

The monthly statement of the Dome Mines, issued in November for the previous month, showed a new record reached. The tonnage of ore treated in the mill was 40,200. The average value of ore treated was \$4.60 per ton, based on the total production of \$185,000. The operating costs were \$2.69 per ton.

Oh, boy! oh, joy! There was a real honest-to-goodness musical comedy, with real girls, at the New Empire theatre on Monday, Nov. 15th, 1916. "Never before in the history of Timmins," said The Advance, "has such a show been exhibited as the one on Monday, matinee and evening, by Frank Flasher and his company of thirty people in the comedy, "September Morn." The Advance thought the acting was pretty good, but the singing could be improved. The chorus spots were very ragged, and the soloists were second-raters. As a matter of fact, local talent has since that day put on musical comedies with much more skill and success and effectiveness. But it was the first musical comedy here, that "September Morn" in November and so is worthy of a note in this little memory corner. A large number of residents of South Porcupine attended the event, a special train being run on the branch line to allow the visitors to return home after the show.

Among the local items in The Advance ten years ago were the following:—"Work has commenced on the grading of the roadway on Pine street. For some time past mud and water have been flowing over the sidewalk making it almost impossible to walk without getting in water over the shoe tops." "Mrs. Ralph N. Robbins entertained about thirty at bridge Friday afternoon, Oct. 29th, in honour of her mother Mrs. W. S. Rogers of Rochester, N.Y., who is visiting here." "The Hollinger bowling team defeated the Timmins team with a margin of 40 pins. Duke was high man for Timmins, with 488, and McGuire for the Hollinger with 460." "Ernie Ward, of Cochrane, was a business visitor to the camp."

"There are now 517 names on the Porcupine Honour Roll of soldiers going overseas from the town and district." "F. W. Skelton, Inspector of Provincial Police, of Niagara Falls paid an official visit to the camp last week." "Timmins Public School report for October, 1916, shows an enrolment of 194, and an average attendance of 152." "The grand opening of the Store of Quality in Mrs. Christie's old stand, is announced for Nov. 10th 1916. Messrs Shebeen and Ayoub were the proprietors of this store, which in a half-page announcement elsewhere offers up-to-date ladies' and men's furnishings, dry goods, boots and shoes, trunks, valises, etc."

One of the articles featured in The Advance ten years ago was the reference to the honourable discharge of Mr. J. E. Cook on charges levelled against him in connection with his terms as reeve of Tisdale township. The Advance ten years ago believed the charges were without foundation and should never have been brought forward. After ten years, The Advance is still more convinced that the proceedings were a mean and ungrateful return to Mr. Cook for the most unselfish and effective services he had given the township. In the issue of ten years ago The Advance says:—November 1st, the closing scene in this long-drawn-out drama was enacted when the Grand Jury at the Assizes threw out all the charges laid against Mr. J. E. Cook, of South Porcupine, who for three years had been reeve of the township of Tisdale and the prosecution's case collapsed like a house of cards. The verdict met with the unanimous approval of both Bench and Bar, and the hearty commendation of the whole North County. Several members of the old council were called as witnesses by the prosecution and everyone of these men, without exception, paid high tribute to the integrity and ability of Reeve Cook.

Mr. W. R. White, of Pembroke, the veteran King's Counsel for Eastern Ontario, pointed out that not a single act of wrong-doing had been committed by his client. The evidence showed that everything that Mr. Cook had done while reeve of Tisdale had been open and above-board, and in the best interests of the municipality, and that the township had prospered greatly under his wise administration. The evidence also established the fact that not a dollar had gone astray or been improperly expended, and that the small amount paid Mr. Cook and his law firm for law costs were moderate and well-earned, and that every dollar had been voted by the council after due deliberation. The Grand Jury comprised some of the most representative business men of the North, and Mr. Justice Kelly who presided expressed his entire satisfaction with the careful and efficient manner in which the Grand Jury had discharged their duties and his pleasure at receiving their verdict. Mr. Cook received the congratulations of the whole community. Sylvester Kennedy, the popular veteran councillor of Tisdale, stated that Mr. Cook never received a dollar from the municipality that he had not earned many times over, and that Tisdale would be a long time finding another man of his calibre who would devote his time and energy on township matters as lavishly and successfully as ex-Reeve Cook had done. The verdict was especially gratifying to Mr. Cook and his friends inasmuch as a dismissal by a Grand Jury means that no evidence of wrong-doing whatever was presented by the prosecution. Scores of prominent men of this place do not hesitate to characterize the prosecution of Mr. Cook as an outrage and a disgrace to those behind it. J. A. Hutchison, of Brockville, who presented the prosecution, admitted that his clients had exhausted their resources and that they could think of no more charges to lay. All of the charges that the Grand Jury dismissed on Wednesday last had been before the District Judge on the 11th of September, and had been dismissed by him, so that these last proceedings were really an appeal from the decision of the District Judge to the Grand Jury, which is said to be an unusual and exceedingly improper proceeding and an attempt to try a man twice upon the same charge.

Among the advertisements in The Advance of ten years ago, there is one announcing to the people of the town of Timmins and surrounding district that E. G. McLaughlin and Company had opened a first-class tinsmithing and plumbing establishment in premises on Second avenue. A Brazeau, the pioneer plumber of the Camp, also had an advertisement each week in The Advance. Chas. A. See was the only drug store advertising, though there was another drug store in town. Dalton Bros. Livery, with the motto, "We Never Sleep," advertised automobiles and livery rigs at any hour of the day or night. The Central Palm Rooms (Geo. Shippam, proprietor) announced that: "The Cosy Corner is now prepared to serve tea, coffee or bovril. This is a new idea for your benefit. After-theatre luncheons and party banquets catered to."