

Town of Timmins By-Law No. 465

Being a By-law To Authorize the Execution of An Agreement between the Northern Ontario 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, conform and enter into an Agreement on behalf of the Municipality with the Northern Ontario 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. _____

BETWEEN:

Northern Ontario Power Company, Limited, hereinafter called the "Party 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, 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 first day of December, A.D. 1936, 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 December, A.D. 1936, 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 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 persons 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 un-

duly 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 watchmen, shall be provided, 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, 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.

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 fifteen 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, lanes, 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 First Part shall not without the permission of the said Town, to be expressed by By-law, under this agreement, or under the agreement at present existing between the parties hereto for supplying electricity, charge any greater rates for supplying electricity of the description and for the time hereinafter mentioned, than as follows:—

Standard Rates

(Effective June 1st, 1936)

Commercial Rates:

Fixed Charge—\$1.875 per month
 Plus—2.5c per K.W. Hr. for the first 100 hours' use of connected load.
 Plus—1.25c per K.W. Hr. for all additional use.
 The whole less 20 p.c. for prompt payment on or before 10 days after the mailing of accounts.

Domestic Rates:

Fixed Charge—\$7.50 per month for 2 wire service.
 Fixed Charge—75c per month for 3 wire service.
 Plus—2.5c per K.W. Hr. for the first 100 K.W. Hrs.
 Plus—1.25c per K.W. Hr. for all additional use.
 Minimum—75c per month net.
 The whole less 20 p.c. for prompt payment on or before 10 days after the mailing of accounts.

Motors: From 1 to 25 H.P.:

Fixed Charge—\$1.875 per month
 Plus—2.5c per K.W. Hr. for the first 100 hours' use of connected load.
 Plus—1.25c per K.W. Hr. for all additional use.

Over 25 H.P.:

Fixed Charge—\$1.25 per H.P. of connected load per month.
 Plus—2.5c per K.W. Hr. for the first 100 hours' use of connected load.
 Plus—1.25c per K.W. Hr. for all additional use.
 The whole less 20 p.c. for prompt payment on or before 10 days after the mailing of accounts.

Sewage Disposal Plant:

The power to be paid for each billing period shall be determined from the maximum amount of power recorded during such period by a Lincoln indicating or graphic demand meter, at the following rate:—
 \$4.63 per H.P. less 10 p.c. for prompt payment on or before 30 days after the mailing of accounts.

Optional Rates

Commercial and Domestic Lighting:
 1c per K.W. Hr. for the first 30 K.W. Hrs.
 9c per K.W. Hr. for the next 220 K.W. Hrs.
 8c per K.W. Hr. for the next 200 K.W. Hrs.
 7c per K.W. Hr. for all additional K.W. Hrs.
 Minimum—45c per month net.

Cooking and Heating:

3.75c per K.W. Hr. for the first 75 K.W. Hrs.
 2.5c per K.W. Hr. for the next 100 K.W. Hrs.
 1.25c per K.W. Hr. for all additional K.W. Hrs.
 Minimum—75c per month net.

Sign and Window Lighting:

1.25c per watt of connected load—
 Minimum \$3.00 per month net—
 7.5c per K.W. Hr. on a meter basis—
 Minimum 75c per month net.

Water Heaters:

(Where Range and Water Heater are connected to a double throw switch)—\$5.00 per Kilowatt per month.

The whole less 20 p.c. for prompt payment on or before 10 days after the mailing of accounts.

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 first day of December, A.D. 1936, 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 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 terms 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 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.

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, —\$13.00 per lamp per annum.
 For each Lamp of 200 watts—\$24.00 per lamp per annum.
 For each Lamp of 300 watts—\$33.00 per lamp per annum.
 For each Lamp of 500 watts—\$45.00 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 p.c. 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 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 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. Minimum deposit for 2 meter domestic service—\$3.00.

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 signed under the hands of their respective proper officers.

SIGNED, SEALED and DELIVERED
 In the presence of _____ Mayor
 _____ Clerk

NORTHERN ONTARIO POWER COMPANY, LIMITED
 Vice-President & General Manager.
 Asst. Secretary-Treasurer.

This By-law shall take effect on and after the final passing thereof.
 Given and passed this _____ day of _____ 1935
 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 vote of the electors on the 5th day of November, A.D. 1935.

GYPSY GIRL

THE STORY OF AN IMPASSIONED ROMANCE

READ THIS FIRST:

Consuelo, a beautiful gypsy girl who longs to dance, is loved by the Dummy, a deaf mute, and Marcu. She despises her mother, Anica, but is fond of her father, Girtza. Marcu tempts Consuelo with a huge diamond and she agrees to marry him. But on her wedding day she boards a train for New York on which are riding Stewart Blackmie, theatrical producer, Doug, his secretary, and Bill, a friend. Consuelo had danced for them 10 days previously when their private car had been waiting on a railroad siding in town. In New York a series of publicity stunts prepares the gypsy for her debut in the follies. She has an altercation with Louise, star of the show and Stewart's friend. Doug takes Consuelo to a fashionable shop to outfit her in American clothes. The gypsy's first dance on a Broadway stage proves a tremendous hit. Stewart is amazed how beautiful Consuelo looks in American clothes when he takes her to supper after her first performance. Meantime the gypsies are lost without Consuelo, their favourite. Back in New York the girl basks in her success and concludes she is happy. Young Douglas comes to take her to a rehearsal and observes a bracelet from Stewart on her arm.

(NOW GO ON WITH THE STORY)

CHAPTER 30

IN THE TAXI Consuelo said, "We will go to Madame Yvonne's this afternoon, eh? Stewart said I should get all gorgio clothes and not wear my gypsy things any more. He said he had never seen anyone so beautiful as I was last night. Tell me, Doug, if he likes me at all why wouldn't he like me just as I am?"

Doug shrugged his shoulders and did not answer her.

"Oh, Douglas, you don't like me any more, do you?"

He made no reply.

"Please, Douglas—"

After a moment he said, "All right, baby, I'll snap out of it. I knew all along it would be this way, but I didn't think I'd go into a blue funk." He threw the cigarette out of the window and took her hands. "All right, baby, I'm your pal. I'm for you through and through, get me? Anything you want of me—why, my little lamb, I'm right here." He kissed her cheek. "Gee, but you're a swell mama. Sure, I'll take you to Yvonne's this afternoon and we'll doll you up so that all the games in New York will be jealous when they see you—just leave it to Doug. And then I suppose you'll forget you're a gypsy even—but listen, baby, will you remember that I think you're a swell gypsy? I like your clothes and I like the way you wear them and I like your hair blowing against my shoulder and I think you've got the sweetest pair of feet I ever looked at—so when you get tired of playing dress-up, why, put on your old duds and Douglas will tell you how beautiful you are."

She snuggled against him.

"You are my darling one—"

"And lay off that, baby. I'm only human, even with all of my fine, upright, outstanding qualities of superb manhood!"

They went to the theatre. Consuelo rehearsed a short encore and worked out an accompaniment to her song. They told her that work would start immediately on a new act. The scene would be laid in a gypsy camp. The girl's heart rose in her throat with gladness to think that they should do this for her. "Ah, how good it will be to have my own people about me again—" She mustn't build her hopes on that, they said, because they doubted if they could get real gypsies and might have added that they had no intention of trying.

As she went up the stairs to her dressing room, after she had been dismissed, she paused before the door with the star on it. It was a bright metal star with prongs to hold it in the wood. As she looked at it, she thought of last night, of the crowds in the alley, of the times she had bowed upon the stage, of the flowers that had been sent to her and she pried off the star with her fingers. Walking to her own



"I'm for you, through and through"

door, she stuck it in the wood. Then she stood off and admired it.

The afternoon was spent at Madame Yvonne's and when Consuelo left she was outfitted in a tailored suit, a pair of white foxes thrown negligently over her shoulders, a chic little hat on her head and gloves on her hands and high heeled slippers on her feet. She wore the clothes so well that indeed she did not seem the same person who went into the shop wearing a loud gypsy costume.

Douglas took her to tea and people turned around to stare. It was interesting the attention she attracted when she wore loud clothing, but now it was not that, but some other quality more elusive that made people turn to look at her a second time.

It was nearly six when they got back to the hotel. Stewart's hat and stick were in the little reception hall, so Doug did not stay to dinner.

Consuelo paraded her new outfit for Stewart's approval and kissed him lightly on the lips.

"I'm the best looking mama in New York, Doug says." She sank into a chair. "But, my darling, my feet hurt!" She kicked off the chic slippers and curled her legs under her; pulled off the hat and shook her head until the hairpins fell in all directions and the black hair tumbled about her. "I'm so tired! I would like to go to sleep under a great green tree and just sleep and sleep and sleep." She yawned and closed her eyes. "I used to think the days when we broke up camp were busy ones, but I was wrong. Tell me, my darling, will New York always be like this?"

"Yes, but you'll get used to it. A career means lots of hard work, you know."

"In all my dreams the marble palace was never like this." She was half asleep. "We bought so many things."

who stopped them by warning Consuelo that she must get dressed or she would be late for her dance. The girl hurried into her clothes and flung angry words through the bedroom door.

But Stewart won this first battle between them.

"Listen, white man," came through the door. "I will take those hated dancing lessons, but mind you, I will learn nothing but the dances that woman, that L'Ville does, and then when I have learned them I will take her place—who dares to say I can't dance!"

He could see how angry she was and he smiled to himself to think of the gypsy taking L'Ville's place. The smile turned to a grin. The gypsy didn't know that she was already edging in on Louise. Didn't know that this dinner they had eaten together was so much like the endless dinners he had had with Louise. When the gypsy found out—but then, he'd see to it that the gypsy didn't find out.

(TO BE CONTINUED)

A.Y.P.A. Members to be Guests of Y.P.S.

Hallow'en Party Planned by United Church Young People at End of This Month.

St. Matthew's A.Y.P.A. members will be guests of the United Church Young People's Society at a Hallow'en party at the end of October. An invitation was read out at the Wednesday meeting of the A.Y.P.A. and was unanimously accepted.

Four new members were welcomed to the association; Ethel Taylor, Winnifred Mathews, Margaret Beckett and Ross Sinclair.

The meeting was given over in a large part to a discussion of missionary work. Edward Robinson made the subject of an interesting talk mission work in various parts of the world.

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