



GAS FOR STREET LIGHTING—AGREEMENT BETWEEN THE CITY
AND THE CONSUMERS' GAS COMPANY.

MEMORANDUM OF AGREEMENT made in triplicate this twenty-seventh day of September, in the year of our Lord one thousand nine hundred and six.

Between—

The Consumers' Gas Company of Toronto, hereinafter called "the Company," of the first part;

and

The Corporation of the City of Toronto, hereinafter called "the City," of the second part.

Whereas the City has purchased the street lighting plant of the Carbon Light and Power Company, and has arranged to light the streets and public places of the City with gas, and has applied to the Company to supply it with gas for the said purpose, which the said Company has agreed to do, upon the terms and conditions hereinafter set forth;

Now this agreement witnesseth that the Company and the City mutually covenant and agree each for itself, its successors and assigns, with the other of them, its successors and assigns, as follows:

(1) That the Company, subject to the conditions and upon the terms hereinafter contained, shall supply the City, and the City shall purchase from the Company, all the gas which the City shall and may require for the purpose of lighting its streets and public places for the period of three years, to commence on the first day of October, one thousand nine hundred and six, at the price of eighty cents per thousand cubic feet of gas consumed, the quantity of gas consumed to be ascertained as hereinafter provided.

(2) That the City shall on or before the first day of October, one thousand nine hundred and six, furnish the Company with a list showing the location of each lamp in each beat traversed by the men employed in lighting and extinguishing the lamps, and when any new lamp is erected or placed the City shall forthwith notify the Company as to the beat in which such lamp is located.

(3) That the City shall furnish the Company on or before the fifth day of each month a report showing as to each beat separately;

Hour and minute of each day first lamp lighted and location of same;

Hour and minute of each day last lamp lighted and location of same;

Hour and minute of each day first lamp extinguished and location of same;

Hour and minute of each day last lamp extinguished and location of same.

It is nevertheless distinctly understood and agreed that the furnishing of such reports by the City and the acceptance by the Company of payments for gas on the basis of such reports shall not be taken as an admission by the Company of the correctness of such reports, or in any way preclude or estop the Company from claiming that such reports are incorrect, or from claiming payment from the City for any gas consumed by any lamp for any time not covered by such reports.

(4) That should the City fail to furnish the Company with the report showing the times of lighting and of extinguishing the lamps as hereinbefore provided for, then the City shall accept the Company's statement of the length of time such lamps were burning, and payments shall be made by the City according to such statement.

(5) That the Company shall be entitled to be paid for gas on the basis of each lamp on each beat burning in every twenty-four hours from the average time in such twenty-four hours of lighting the lamps on such beat to the average time in such twenty-four hours of extinguishing the lamps on the same beat, and at the rate of consumption per hour determined as hereinafter provided.

(6) That should the Company at any time during the continuance of this contract fail to supply any of the said lamps with gas it shall make to the City a reduction at the said rate for such lamp during the time such gas is not supplied.

(7) That payment for gas consumed shall be made by the City to the Company on the fifteenth day of each month for the number of hours each or any of the said gas lamps were actually used during the preceding calendar month, the first of such monthly payments to be made on the fifteenth day of November, one thousand nine hundred and six. At the end of each year of the currency of this contract an account shall be taken of the amount paid or to be paid by the City to the Company for gas consumed during such year, and if it shall be found that such amount is less than the price of so much gas as would be consumed by six hundred lamps burning for four thousand hours, each at the rate of consumption per hour determined by the tests herein provided for, and at the price hereinbefore fixed, then the City shall pay the difference to the Company.

(8) That the City shall at its own cost and expense provide, erect and maintain all the lamp posts and other necessaries, except as hereinafter particularly mentioned, which may be required for the purpose of such lighting, and may use for its gas lamps such of the posts of the Company as are now erected, upon paying therefor to the Company at the rate of fifty cents each per annum by way of rental, which shall be payable quarterly on the fifteenth days of January, April, July and October in each year during the currency

of this agreement, and at the expiration of this contract the City shall remove its lamps from any such posts and from all risers of the company, and shall properly cap such risers, so as to effectually prevent the escape of gas therefrom; and the Company shall be entitled at the expiration of this contract to remove from any posts of the City its risers and other connections, and for the purpose of so doing may upon the failure of the City so to do as hereinbefore provided disconnect the lamps of the City from the said risers. In that event the Company shall not be liable for any damage done to said lamps or their burners, mantles or other fittings, except such as shall be caused by the wilful negligence of the Company, its servants or agents.

(9) That the City shall be responsible to the Company for any damage to the Company's posts used by the City that may arise from any cause whatever, except as to accidents without fault or neglect of the City during its use of the same.

(10) That the service pipes and risers carrying the supply of gas from the Company's mains to the burners in the said lamps shall be laid and connected by the Company when required as hereinafter provided, and at the Company's expense. Provided, however, and it is hereby distinctly understood and agreed, that the Company shall not be required to connect such risers with the burners of the City's lamps, but shall only be required to put such risers in proper position for such burners to be connected therewith.

(11) That the City shall give to the Company three days notice before the placing or removal of any lamp, and the City shall properly cap the risers from which any such lamp is removed, so as to effectually prevent the escape of gas therefrom, and the City shall be chargeable for gas for all lamps at any time in use by it until notice of discontinuance thereof has been given to the Company.

(12) That when any new lamp post is erected, or when any lamp post is removed from one location to another, the City shall pay the Company the sum of two dollars and fifty cents for the erecting or removal of such lamp post.

(13) That the City shall not use in any lamp on any street or public place where the Company has a main and is prepared to furnish gas to the City any other gas or illuminant except electricity than that supplied by the Company, but the Company shall only be liable and required to supply gas for such lamps as are to be placed or erected on streets or public places where the Company at the time that it is required to supply such gas has its mains laid, and shall not be liable to lay any new mains to supply with gas any of the lamps of the City, but as soon as the Company shall extend its mains to the place where such lamps are placed and is prepared to furnish the City with gas for such lamps, then the City shall purchase from the Company all the gas required for such lamps on the terms and conditions herein set forth.

(14) That the Company shall not be required to lay or connect any service pipes or risers for any lamp until it shall have received notice from the City that the posts of the City are ready to receive the same, and the Company shall within seven days' after receiving such notice lay and connect such service pipes and risers, but notwithstanding anything herein contained the Company shall not be required to lay or connect any service pipes or risers for any lamps between the first day of December of any year and the first day of April, following.

(15) That all the posts, lamps, burners and other fittings and equipments that may be supplied by the City at its own cost during the existence of this contract, shall be and remain the property of the City, and all the posts, service pipes, risers and other materials or fittings furnished, laid or supplied by the Company during the existence of this contract shall be and remain the property of the Company.

(16) That the City shall remove all obstructions in the service pipes or risers, which prevent a free flow of gas to the burners; provided such obstruction can be removed by alcohol by the ordinary method of application, but any such obstruction which cannot be removed by alcohol by the ordinary method of application shall be removed forthwith by the Company at its expense, so as to provide a free flow of gas to the burners, but the Company shall not be bound to remove any such obstruction until it shall have received notice from the City that such obstruction exists and cannot be removed by alcohol as aforesaid, nor until the City shall have removed its burner from the riser, if such removal is required by the Company for the purpose of removing such obstruction.

(17) That the Company shall once, at the commencement of this contract, paint all the posts belonging to it which shall be used by the City.

(18) That the amount of gas consumed per hour and to be paid for by the City to the Company shall be ascertained as follows: A test shall be made by the representatives of the parties hereto twice a year, namely, during the months of October and April in each year, and at such other times as either of the parties hereto may require as hereinafter provided, which tests are to be conducted as follows:—

A number of burners, not however less than fifty, shall be selected in various parts of the City by two representatives, one from each of the parties hereto, such representatives to go together and select such burners to be so tested, and the said burners shall be tested at a pressure of eighteen-tenths of an inch and under, as nearly as possible, similar conditions otherwise as affect such burners as they burn upon the streets. The gas used by the burners during the test to be measured by a standard meter, and each burner shall be tested for such a length of time as shall be agreed upon by the said representatives, such time however not to be less than one hour. The average consumption per hour of the said burners as ascertained by this test.

shall be conclusively assumed to be the consumption per hour of each of the lamps supplied with gas by the Company, under the terms of this agreement, until another test shall have been made in the manner herein provided for the making of tests, and the amount to be paid for such gas shall be calculated on this basis. When such tests are being made the aperture through which the gas passes in said burner shall be open to its fullest extent, the pressure to be eighteen-tenths of an inch, as above provided. The expense of such first test and of each half-yearly test thereafter shall be borne equally by each of the parties hereto, and the expense of any intermediate test or tests, including the cost of mantles rendered unserviceable in making such tests, shall be borne as hereinafter provided. In the case of the regular half-yearly tests the parties hereto shall appoint their respective representatives and notify the other party of such appointment, during the months of September and March, preceding the months in which such half yearly tests are to be made. When either of the parties hereto requires an intermediate test to be made such party shall notify the other party, and in such notice shall name its representative, and the party to whom such notice shall be given shall thereupon, within ten days from the date of such notice notify the party requiring the test of the name of the representative of the party receiving the notice requiring the test, and such representative shall make the required test within ten days from the notification of the appointment of the last representative. In the event of the party receiving such notice of the appointment of the other party's representative, in the case of the half-yearly tests, or that an intermediate test is required, failing to notify the other party of the name of its representative as hereinbefore provided, then the representative of the party who has given notice of the appointment of its representative, or of the party requiring the intermediate test, may make the test alone, and such representative shall then have all necessary powers for the making of the said test, including the right to remove the lamps and burners of the City, and his decision shall be final and shall be binding upon the parties hereto. In case the representatives of the parties hereto shall be unable when said test is made to agree as to the quantity of gas consumed by any burner or burners in use during this agreement, such burner or burners shall be submitted for test to the Government Gas Inspector at the City of Toronto, and his decision thereon shall be conclusive and final, and shall be binding on both the parties hereto. If it is found on any such intermediate test that the average consumption per hour is more than is being charged for according to the last test, then the cost of such test shall be borne by the City, but if it is found on such test that the average consumption per hour is less than or equal to the amount as was ascertained on the then last test, then the cost of such intermediate test shall be borne by the Company.

(19) That notwithstanding anything herein contained, in case the Company shall at any time during the currency of this agreement be prevented from fulfilling the same from any cause whereby the supply of materials for the manufacture of gas may be cut off, or by reason of some unavoid-

able accident, explosion, tempest, strikes, casualty, war with any foreign power, riot or civil commotion, the said Company shall be exonerated from fulfilling the same, and the said City shall be relieved from the payment for such gas as may for any of the causes aforesaid be failed to be supplied, from the time of the cessation of such supply until such time as the said supply shall be renewed.

(20) It is further understood and agreed by and between the parties hereto that in addition to all other remedies to which it shall be entitled by law, the company upon default on the part of the City to make any payment or to furnish any report or list herein required to be made or furnished, by it, shall be entitled, upon giving to the City ten days' notice in writing of its intention so to do, to cut off the supply of gas herein agreed to be given to the City.

(21) That all payments herein required to be made by the City to the Company shall be made by the City to the Company at its head office at Toronto.

(22) That all notices required to be given under the terms of this agreement shall be in writing.

(23) That this contract shall not be assignable by the City without the consent of the Company, and the City hereby covenants with the Company that it will not attempt to assign the same without the Company's consent:

In witness whereof the respective parties hereto have caused to be hereunto affixed their corporate seals and these presents to be executed by their proper officers in that behalf.

(Signed) E. COATSWORTH,
Mayor.

[City Seal]

R. T. COADY,
Treasurer.

GEORGE R. R. COCKBURN,
President.

[Company's Seal.]

W. H. PEARSON,
General Manager and Secretary.