

such of them as may be present, and then and there declare the result and forthwith certify to the council of this municipality under his hand whether the majority of the electors, being the duly qualified ratepayers in that behalf voting upon this by-law, have approved or disapproved thereof.

Council Chamber, Port Arthur, 25th day of January, 1899.

GEORGE T. MARKS,

Mayor

T. McTEGUE,

Clerk.

SCHEDULE "A" TO BY-LAW NO. 526.

AGREEMENT made in duplicate this day of A. D., 1899,
between the corporation of the Town of Port Arthur, hereinafter
called the corporation, of the first part, and Edward Spencer Jenison,
of the City of Chicago, in the State of Illinois, one of the United
States of America, engineer, hereinafter called the contractor, of the
second part.

Whereas the contractor has acquired certain powers and rights in connection with the waters of the Kaministiquia River, and other waters in the district of Thunder Bay, and the corporation desires to enter into this agreement for the purposes hereinafter set forth:

Now, therefore, it is witnessed that the corporation and the contractor do hereby mutually agree and covenant with each other as follows, that is to say:

1. The contractor shall and will, subject to the conditions hereinafter mentioned, within three years from the first day of January, 1899, construct and complete, or cause to be constructed and completed, the works necessary to furnish and supply to the corporation a water supply sufficient and ample in all respects to meet the requirements of the corporation from time to time for all municipal and domestic purposes, and to supply seven hundred and fifty (750) horse power of electric power or energy to operate the electric railway, lighting and heating systems owned and operated by the corporation and for the other purposes hereinafter set forth, and further, the contractor shall, within the said period, provide a water supply on the high lands adjacent to the said town of Port Arthur sufficient to produce ten thousand horse power.

2. The said water supply shall be drawn from the Kaministiquia River at a point above the falls known as Kakaheka Falls, and from the streams and creeks between the said point and the Town of Port Arthur, and shall be free from such impurities as will unfit it for domestic use, according to the certificate of the analyst of the Dominion Government, and the said water supply as well as the electric current of the said seven hundred and fifty (750) horse power; shall be delivered and supplied to the corporation at any point or points east of the McIntyre River, and within a distance of two miles from the intersection of Cumberland and Arthur streets in the said town, to be selected by the contractor.

3. The water to be supplied now or at any future time shall be delivered in such a manner that it will have a head of not less than from two hundred and fifty to three hundred feet above the level of Lake Superior available for use and shall be delivered to the points above named through a pipe one size larger than the corporation used to take the water away therefrom.

4. The quantity of the said water supply is not, except upon the terms and conditions hereinafter set forth, to exceed two hundred and fifty millions (250,000,000) of gallons per year, and the electric power or energy to be supplied as aforesaid, is not, except upon the terms and conditions hereinafter set forth, to exceed seven hundred and fifty (750) horse power.

5. The corporation shall have the right to make use of the water to be so supplied as aforesaid, as well as of the additional quantity to be supplied on the terms and conditions hereinafter contained, for all the said