

of electric power or energy in excess of seven hundred and fifty horse power, except to the extent to which the contractor can supply and deliver such excess, after supplying and delivering to other customers or consumers with whom he may from time to time have contracts or agreements, the water or power required by them under such contracts or agreements for manufacturing, hydraulic or other purposes for which the contractor shall have authority to supply or deliver water or power or energy; but the contractor shall not at any time after the receipt of notice of the corporation's increased requirements of water or power, as provided in paragraph number ten (10) hereof, make or enter into any new contract or agreement with any consumer or customer for the supply or delivery of either water or power, if the fulfillment of such contract or agreement may prevent the contractor from supplying and delivering to the corporation the additional amounts of water or power required by it under paragraph number ten (10) hereof.

14. Should the payments or any part of the payments to be made under this agreement remain overdue and unpaid for a period of thirty (30) days from the days and times on which they shall respectively become due and payable, the contractor shall thereupon be at liberty to shut off the supply of water and electric power or energy contemplated by this agreement and cease to supply or deliver any water or electric power or energy or either of them to the corporation until all moneys due under this agreement shall have been fully paid and satisfied.

15. The contractor shall be considered to have supplied to the corporation, and the corporation shall be considered to have supplied to customers or consumers, electric power or energy to the full capacity of any motor or other appliance or set of appliances with which either the contractor or the corporation may connect a conductor of electric power or energy when and so long as the electric current supplied to such conductor is of sufficient capacity to operate such motor or other appliance, or set of appliances, whether the same be used during only part or the whole of the time thereafter, but no extra charge for power shall be made to the corporation until the gross amount of electric power or energy supplied to the different motors or other appliances of the corporation or its customers or consumers shall exceed seven hundred and fifty horse power.

16. The contractor shall have the right to sell, lease or otherwise dispose of and to deliver water derived from the sources above named for manufacturing and hydraulic purposes of all kinds, and for all other purposes for which water is not to be supplied to the corporation as aforesaid, within the limits of the said Town of Port Arthur and also to sell, lease or otherwise dispose of and to deliver mechanical, electrical and hydraulic power and energy, electricity, compressed air, and power and energy in any other more condensed form derived from the sources above named that may from time to time be in use, and for the purposes of so doing to convey and conduct such water, mechanical, electrical and hydraulic power and energy, electricity, compressed air and power and energy in any other more condensed form through, along, under and over the streets, highways and public places of the corporation, by means of pipes, mains, wires, poles and conduits, and other approved methods that may from time to time be in use for such purposes; provided, however, that in so doing the contractor shall interfere as little as reasonably may be with the existing pavements, sewers, water-mains, pipes and wire and pole lines of the corporation, and shall construct and operate the said works in a proper and workmanlike manner and under competent supervision and in such a way as to interfere with and interrupt as little as possible the public use of such streets, highways and public places; and provided further that the contractor shall give to the corporation twenty days' notice in writing before entering upon any of the streets, highways or public places of the corporation for the purpose of constructing any of the said works or making repairs or alterations thereto and that the said works shall be constructed and all repairs and alterations thereto shall be executed in the manner approved of by a civil engineer to be named by the corporation as least calculated to interfere with the public use of such streets, highways and public places, and