

and creeks between the said points and the town of Fort William, 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 for the said seven hundred and fifty horse power, shall be delivered and supplied to the corporation at the northwest corner of Lot Number Five in the Fourth Concession in the township of Neebing (now part of the said town of Fort William).

3. The water to be so supplied now or at any future time shall be delivered in such a manner that it shall have a head of not less than two hundred and fifty to three hundred feet above the level of Lake Superior available for use, and shall be delivered to the point above named through a pipe one size larger than the corporation uses 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 municipal and domestic purposes, which are hereby declared to include the furnishing of a water supply to any railway company doing business in the said town of Fort William; provided, however, and it is hereby expressly stipulated and agreed, that the corporation shall not take, and the contractor shall not be bound to supply or deliver, any water to be used by the corporation for the purpose of making power or energy of any kind for any purpose, or any water to be sold, disposed of, furnished or delivered to customers or consumers for use in the manufacture of power or energy of any kind or for any other hydraulic or manufacturing purpose.

6. The corporation shall have the right to make use of the said seven hundred and fifty horse power of electric power or energy as well as of the additional power or energy to be supplied on the terms and conditions hereinafter contained during the whole twenty-four hours of every day for all municipal purposes for which such power or energy may be required by the corporation, including the operation of the lighting and heating systems owned by it so long as the same shall continue to be owned by the corporation, but no longer; and it is hereby expressly stipulated and agreed that the corporation shall not take, and the contractor shall not be bound to supply or deliver, any electric power or energy to be used by the corporation for any other purpose than those hereinbefore mentioned, except as set forth in paragraph number seven (7) of this agreement.

7. During a term of five years commencing from the completion of the said work, but no longer, the corporation shall have the right to sell, lease or otherwise dispose of to consumers or customers other than the Canadian Pacific Railway Company, within the said town of Fort William, any surplus power or energy supplied to it as aforesaid, over and above that which may be required by the corporation to properly and efficiently operate its electric lighting and heating system and fully supply the demands and requirements of the public in respect thereof; and further, after the expiration of the said term of five years, when the right of the corporation to sell, lease or otherwise dispose of surplus power or energy as aforesaid shall have ceased, the corporation shall have the right from time to time to alter the respective quantities of water and of electric power or energy to be supplied to it as aforesaid by exchanging the surplus water, to which it may from time to time be entitled as aforesaid, over and above its requirements, for electric power or energy, or by exchanging for water the surplus electric power or energy to which it may from time to time be entitled as aforesaid, over and