

AGREEMENT WITH THE TORONTO ELECTRIC LIGHT COMPANY FOR
LIGHTING OF STREETS.

ARTICLES OF AGREEMENT made this twenty-ninth day of December, Nineteen hundred and five.

BETWEEN The Toronto Electric Light Company, Limited, hereinafter called the Contractors, of the First Part; and

The Corporation of the City of Toronto, hereinafter called the Corporation, of the Second Part.

Whereas the said Corporation, through their Board of Control, having by public advertisement called for tenders for certain electric lighting for the streets and other public places of said City for the period of five years from the first day of January, 1906, in accordance with certain printed specifications, a copy of which is hereunto annexed, and marked "A," the said Contractors did put in a tender, a copy of which is attached hereunto, and marked "B," which tender, so far as proposition No. 3, for lighting the City for five years with overhead wires throughout the City was recommended for acceptance by Report No. 28 of the said Board of Control, adopted by the Council at its meeting held on the twenty-sixth day of December, 1905.

Now this indenture witnesseth that the Contractors agree to supply for the period of five years, from the first day of January, 1906, such number of open-arc electric lights not being less than 1,000, as may from time to time during the term of this contract be ordered in writing by the Secretary of the Fire Department of the said Corporation, or such other officer as may be designated by the Council to perform such duties (who is herein referred to as the Secretary), such lights to be located on the streets, squares, parks and lanes of the said City, at such places as may, from time to time, be specified by the said Secretary, and to have at least the illuminating power specified in the said specifications.

And the said Contractors for themselves, their successors and assigns, hereby agree with the said Corporation to furnish and maintain the lights mentioned in the said tender and specifications, which are hereby made part of this contract, as if embodied therein, excepting so far as they may be inconsistent herewith, in which case the provisions of this contract shall prevail, and to observe, perform and abide by all the provisions of the said tender and specifications, excepting so far as they may be inconsistent as aforesaid.

The said Contractors, for themselves, their successors and assigns, covenant, promise and agree to and with the Corporation, and their successors, in manner following, that is to say:

1. That all the electric lights, lamps and other apparatus so to be supplied and furnished hereunder, shall be of the best quality and in strict accordance with this contract and with the said tender and specifications.

2. The Corporation at their own expense may inspect the said lights, and test the same as to their quality, intensity, steadiness and uniformity of light or illuminating power, at any time they may see fit so to do, with competent men and apparatus, and deduct and retain to themselves out of the monthly payments to be made by them as hereafter provided, whatever sum or sums may be from time to time determined, upon such inspection, to be payable to the Corporation in respect to any of the matters herein mentioned.

3. That the said Contractors will, from time to time, and at all times during the said period of five years, when thereunto required by written notice signed by the Secretary of the Fire Department or other officer of the Corporation from time to time thereto authorized in that behalf, erect, place and put up additional arc electric lights, over and above the 1,000 hereinbefore mentioned, when and where the same may be from time to time required by such notice or notices, at and on any other places and streets in the City of Toronto, besides the places where the same are then already set up, and all poles (if any) erected or maintained by the Contractors for the purposes of this contract shall be located by and erected under the direction and supervision of the Secretary of the Fire Department, and the Contractors shall pay the cost of such supervision.

4. The Contractors will hang the lights at such distance from the ground as may from time to time be directed by the said Secretary of the Fire Department, and will also furnish a reflector for each lamp satisfactory to the said Secretary if and when required.

5. That the Contractors shall, whenever required by notice as aforesaid so to do, forthwith change the location of any lights from one place to any other place, or as may from time to time be directed by said officer, without any charge or claim for or in respect of such removal, and all unused poles shall be removed by the Contractors at their expense.

6. All street or other lighting done hereunder shall be done to the satisfaction and approval of the Secretary of the Fire Department, or such other officer as the said Corporation may, from time to time, appoint for such purpose, and of the Committee on Fire and Light, and Council; and in the event of any disagreement or dispute arising between the said officer and the Contractors, the same shall be referred by said officer to the Chairman of the Committee for the action of the Committee thereon.

7. And the said Corporation covenants with the said Contractors that if the said lights shall be supplied and maintained by the said Contractors as aforesaid, and if the said Contractors shall observe and keep all the terms and conditions of this contract, they will pay for the same to the said Contractors, their successors or assigns, at the rate mentioned in said tender, namely, at the rate of nineteen (19) cents per light per night, or sixty-nine dollars and thirty-five cents (\$69.35) per annum, by monthly pay-

ments to be made upon the certificate of the Secretary of the Fire Department, and the Chairman of the said Fire and Light Committee, subject to the provisions of By-law No. 4294, which are hereby made part of this agreement

8. Provided that no money shall be payable under this contract until such certificate shall have been granted, and the said Corporation shall not be bound to pay for any extras not included in this contract, and the said specifications, unless ordered in writing by the Secretary of the Fire Department under authority of the said Committee, and at a price agreed upon in writing before the giving of such order, and to be specified therein. The cost of every such extra shall be included in the next monthly account succeeding the day that the same has been supplied.

9. The said Contractors covenant with the said Corporation to indemnify and keep indemnified the said Corporation and the officers, servants and agents thereof, from and against all manner of loss, damage, injury, suits, claims and demands by reason of the said electric lights or apparatus connected therewith whereby the Corporation is or may be liable to any third party; and to pay to the said Corporation on demand any expense occasioned to them, in consequence of such suits or claims, or any money paid by them in settlement thereof as hereinafter provided; And in case of any action or suit or proceeding being brought or taken against the said Corporation, or any of their officers or servants in respect of any damage or defects, or any loss, damage or injury by reason thereof or consequent upon the execution or non-execution of any work contracted for, the Contractors shall fully indemnify them, and each of them, and shall forthwith pay to them all costs, charges, damages and expenses which they shall or may have been put to or have incurred in reference thereto, and the said Corporation may, upon notice to the Contractors, and if not forbidden by them within ten days thereafter, if they shall see fit, compromise any such action, suit or other proceeding, or any claim in respect of any such damage as aforesaid, on such terms as they shall see fit, and the Contractors shall thereupon forthwith, pay the sum or sums so paid; but if the Contractors forbid such compromise, or if no such compromise is effected, then they shall be made parties to such action, suit or proceedings, and shall in every case pay to them such sum or sums as shall fully indemnify them; and the said Corporation may deduct the amount of all such damage and costs thereof, out of any money due or to become due to the said Contractors on the contract for this work, or any other contract which they may have with the said Corporation.

10. And it is further agreed that all differences which may arise between the parties hereto, touching this agreement (except the matters herein otherwise provided for) shall be settled by arbitration in the manner provided by The Municipal Arbitrations Act, R. S. O. (1897), chapter 227.

11. And it is further agreed that time shall be of the essence of this contract; and that if from any cause the Contractors shall make default, or abandon this contract, or become insolvent or subject to any winding-up

order, being indebted to any agent, workman or laborer employed by them for work done or material provided hereunder; or if upon completion of this contract the said Contractors are indebted, the said Corporation may, out of any moneys or money in their hands belonging to the said Contractors, pay such agent, workman and laborer an amount equal to one fortnight's wages, provided so much shall be owing to them, and the receipt of any such agent, workman or laborer for any money so paid shall be a good and valid discharge for any money due to the said Contractors under these presents.

12. Provided that the Contractors shall not be liable to the Corporation for any failure to supply the lights herein contracted for if they are or become unable so to do by reason of unavoidable accident or casualty, civil commotion or riot or strike (not occasioned by their own unreasonable acts) or by reason of any misunderstanding between the Government of Great Britain or Canada and any foreign power, whereby it becomes impossible for them to obtain the necessary material for the purpose aforesaid.

13. Provided that in case the Contractors amalgamate with or enter into any pooling arrangements with the Consumers' Gas Company, this contract shall ipso facto become forfeited.

14. Notwithstanding anything to the contrary contained in the specifications the parties agree as follows:—

(1) Poles in the public parks and squares may be of wood properly painted, but if the Corporation in any such case require iron poles to be used or to be substituted for wooden poles already in use, the Contractors will forthwith, upon receiving notice so to do, use or substitute iron poles in conformity with the specifications, but shall be entitled to receive from the Corporation the difference in cost between such iron pole or poles and wooden pole or poles.

(2) Whenever a light is installed it shall be allowed to remain until the termination of this contract, subject to its location being changed as provided for in the said specifications; but lights in parks or squares need only be maintained during the park season, to be not less than five months in any year, except that in the case of lights installed during the course of any such season the same shall be paid for only for the number of nights actually used during such season and shall be thereafter maintained until the termination of the contract during such park seasons, subject to change of location as aforesaid.

15. For the purpose of section 8 of the specifications the Secretary of the Fire Department has determined and the Contractors have agreed that the place for locating the switchboard referred to in said section shall be in the premises of the Contractors upon the Esplanade.

In witness whereof the parties hereto have hereunto set their hands

and seals the day and year above written, that is to say—the said Contractors their Corporate Seal under the hand of Lieut.-Col. Sir Henry Mill Pellatt, President, and William Anderson Martin, Secretary of the said Toronto Electric Light Company, Limited, and the said Corporation their Corporate Seal under the hand of Thomas Urquhart, Esquire, Mayor of the City of Toronto, and Richard Theodore Coady, Esquire, Treasurer of the City of Toronto, and keeper of the City Seal.

Signed, Sealed and Delivered
in the presence of

J. A. BLACK.

HENRY M. PELLATT,

President.

(Seal.)

W. A. MARTIN,

Secretary.

(Seal.)

Know all men by these presents, that we, The Toronto Electric Light Company, Limited, of the City of Toronto, in the County of York, hereinafter called the Principals, and Lieut.-Col. Sir Henry Mill Pellatt, of the same place, Esquire, and Frederic Nicholls, Esquire, of the same place, hereinafter called the Sureties, are severally held and firmly bound unto the Corporation of the City of Toronto, each in the penal sum of ten thousand dollars of lawful money of Canada, to be paid to the said Corporation of the City of Toronto, or to their certain attorney, successors or assigns, for which payment well and truly to be made we jointly and severally bind ourselves, our and each of our several and respective heirs, executors and administrators and successors and every of them forever firmly by these presents.

Sealed with our several and respective seals. Dated this twenty-ninth day of December in the year of our Lord one thousand nine hundred and five.

Whereas by certain articles of agreement bearing even date with the above obligation, the above bounden principals having contracted and agreed with the above named the Corporation of the City of Toronto, to supply certain electric lights to the City of Toronto in the said Articles of Agreement more particularly mentioned and described, at the prices and upon the terms and conditions in the said Articles of Agreement more fully set forth, and having been required to furnish good and sufficient security for the due and proper fulfilment of the said Agreement, the above bounden sureties have consented to become such security and to execute these presents.

Now the condition of the above obligation is such that if the above bounden principals shall well, truly and faithfully in all respects perform, execute and carry out the said contract, and all the terms and conditions thereof to be performed, executed and carried out on the part of the said

principals to the satisfaction of the Secretary of the Fire Department, and of the said the Corporation of the City of Toronto, and shall indemnify and keep indemnified the said the Corporation of the City of Toronto, and all the officers, servants and agents thereof from all and all manner of loss, damage, expense, suits, claims, liens and demands, arising out of the said contract, or incurred by reason of the execution of the said work, or the supply of material therefor, according to the terms of the said contract, then this obligation to be null and void, otherwise to remain in full force and virtue.

And it is hereby declared and agreed that the above bounden sureties shall be liable as principals, and that nothing of any kind or matter whatsoever, that will not discharge the said principals, shall operate as a discharge or release of liability to the said sureties, any law or usage relating to the liability of sureties to the contrary notwithstanding.

Signed, Sealed and Delivered }
in the presence of }
J. A. BLACK. }

HENRY M. PELLATT, (Seal.)
President.

W. A. MARTIN, (Seal.)
Secretary.

HENRY M. PELLATT. (Seal.)

FREDERIC NICHOLLS. (Seal.)

"A."

Specifications for lighting the streets or portions of the streets of the City of Toronto with arc electric lights.

1. Tenders must be submitted in sealed envelopes, forwarded by registered post, addressed to the Chairman of the Board of Control, City Hall, Toronto, and endorsed "Tenders for Electric Lights." Alternative tenders are to be received:

(1) For lighting the City for 5 years, with wires underground, in the portion of the City described in clause 11.

(2) For lighting the City for 10 years, with wires underground, in the portion of the City described in clause 11.

(3) For lighting the City for 5 years, with overhead wires, throughout the City.

(4) For lighting the City for 10 years, with overhead wires, throughout the City.

(5) For lighting the City for 5 years, the City providing for and owning the poles in that section of the City referred to in clause 11.

(6) For lighting the City for 10 years, the City providing and owning the poles in that section of the City referred to in clause 11.

(7) Each of the above proposals, but without any rights under section 26 hereof.

2. No tender will be considered unless made upon a form received from the office of the Secretary of the Fire Department.

3. The arc electric lights are to be operated continuously each and every night during the continuance of the contract. They are to be lighted thirty minutes after sunset, and kept in operation until thirty minutes before sunrise, which times are to be determined by time tables to be furnished by the Secretary of the Fire Department. The Committee on Fire and Light, or the City Council, may also direct and require, by notice to that effect, to be given by the Secretary of the Fire Department, that all or any portion of said lights shall be lighted and kept lighted at any other time or times during the continuance of this contract, and the Contractor shall in that event light the same and continue them burning in accordance with any and every such direction of the Committee on Fire and Light or the City Council. Provided, that if in compliance with such direction of the Committee on Fire and Light, or City Council, the whole number of hours during which any of the said lights are kept lighted shall exceed the number of hours specified in the time table furnished by the Secretary of the Fire Department, which shall aggregate for each light a total of 3,932 hours each year of the contract, then in that event the Contractor shall be entitled to claim and receive for such additional number of hours during which any of such lights are kept lighted, in accordance with such direction of the Committee on Fire and Light, or the City Council, an additional compensation, to be calculated pro rata according to the price hereinafter specified. Provided also that for each and every hour, and for any portion of an hour amounting to fifteen minutes or over (which portion of an hour shall be charged as one hour), that any public street light is unlighted when it should be lighted, as provided by contract, the Contractor shall forfeit and pay to the Corporation, a sum equal to double the amount of the average cost per hour of each light, based upon the annual rate payable under the tender and contract, or such sum may be deducted from the amount payable from time to time to the Contractor.

4. The minimum number of lights to be furnished will be 1,000, and the locations thereof are shown by a list on file at the office of the Secretary of the Fire Department, where the said list may be inspected. The Committee on Fire and Light, and the City Council, reserve the right to increase the number of lights beyond the number shown by the list, and the accepted tenderer is to be required by the contract to increase the number of lights, if the Committee or Council so order. The said Council shall have the right at any time to diminish the number of lamps to not less than the minimum

number herein provided for, and to require such changes as may be found expedient in the location of any lamp or lamps to be lighted by the Contractor under this contract, and such changes shall be forthwith made by said Contractor at his own expense.

5. A sample of each type of arc lamps proposed to be furnished and used under this contract, complete with globe or globes, must be submitted to the Committee on Fire and Light, for approval as to general construction and appearance, and no lamp or globe is to be placed or used, except one of which the sample has been so approved. Provided that the inspection and approval of the Committee shall not extend to the operating mechanism of the lamps, nor shall in any way be held to relieve the Contractor from responsibility for proper operation.

6. The globes of the arc lamps shall be of glass of uniform thickness and proper shape, to avoid casting rings or streaks of shadow. They shall be clear, ground or partly ground, or alabaster plated, as may be directed by the Committee, and the Committee shall have the right to have the globe on any lamp exchanged at any time when deemed necessary, for a new one of any of the types specified. All globes that may become broken must be replaced by sound ones; and the broken glass carefully removed from the street and all dirt and carbon dust must be removed from the globes, and the globes be thoroughly clean, inside and outside, each day before starting the lights.

7. Measurement of the power consumed and light given by the electric lamps may be made from time to time by an officer designated by the Committee on Fire and Light.

8. In order that the City Corporation may have proper facilities for testing the lamps, the Contractor will, at his own cost and expense, when required, extend a conductor wire from a street lamp circuit into a building on or near the line of each circuit, to be determined by the Secretary of the Fire Department, and will also, when directed by the Secretary of the Fire Department, furnish, erect and attend lamps and carbons for tests to be made at the said buildings, and at the central station or stations of the Contractors, offering all proper and necessary facilities for such tests. For the purpose of testing the current used on the various circuits the Contractor will also at his own cost and expense be required to construct a proper switchboard to be located in a suitable place to be determined by the Secretary of the Fire Department, attached to which are to be the wires of the several circuits furnishing street lights to the City Corporation.

9. It is the intent of this specification that the Contractor shall furnish electric arc lights giving the greatest effective illumination of the streets practicable. To this end he may use any type of lamp and globe (duly described in the tender put in by him), which shall be satisfactory in general construction and appearance to the Committee on Fire and Light, as stated in clause No. 5. And further, he may use any combination of current and electro-motive force, but the power consumed in the arc of any lamp shall

not average less than 432 true watts in any test continued for five minutes, the reading of instruments indicating the power being made at intervals of fifteen seconds. It is to be particularly noted that no part of the power consumed by the regulating mechanism or connections of the lamp is to be included in this minimum of 432 true watts. It is expressly required that the lamps shall give a steady uniform light, without undue flickering, hissing, or pumping, and that they shall be capable of continuous and satisfactory service in street lighting, with one trimming of carbons and without attendance for at least fifteen consecutive hours. And it is further expressly required that the Contractor shall in every case, and at all seasons, use the quality and size of commercial carbons which will give the greatest effective illumination in connection with the lamps, globes, and current used. Alternative tenders may be put in for different kinds of lamps and globes, and no extra deposit will be required on putting in such alternative tender.

10. At any time during the continuance of this contract the Committee on Fire and Light, or the City Council, will, on request of the Contractor, consider a proposed specification tendered by him for a different class of arc light, conforming to clause No. 9, together with a list of locations where he desires to furnish and use such lights. And if the Committee or Council shall be satisfied that arc lights according to such proposed specification will give as great or greater effective illumination of the streets as arc lights conforming to clause No. 9, and shall so resolve, and shall direct that the proposed specification and list of locations shall be approved and recorded as an appendix to these specifications, then the Contractor may furnish and use such approved arc lights in said locations during the continuance of this contract. Provided that the Committee, or the City Council, may, at their discretion, conditionally approve such proposed specification for an arc light differing from clause No. 9; the condition being that the Contractor shall accept in payment for the supply of such arc lights such amount less than the agreed contract price as shall be agreed between the Contractor and the Committee and approved by Council; or between the Contractor and the Council; but in no case shall it authorize the payment of an amount for any one arc lamp greater than the contract price.

11. In the area bounded by and including Parliament Street on the east, Bloor Street on the north, Bathurst Street on the west, and the shore of the Bay on the south, the current for public street arc lights is to be supplied from electric conductors placed underground, and no wires shall be strung or maintained overhead for the purpose of supplying current to such lights. In all other portions of the City the Contractor may supply current to the public street arc lights from electric wires strung overhead.

12. The public street arc lights supplied with current by underground conductors shall be supported on permanent lamp posts, which will be owned by the Corporation of the City of Toronto, and erected by them. A plan showing the construction of said lamp posts is on file in the office of the Secretary of the Fire Department, where it may be inspected; and a copy of said plan will be made part of this contract. The acceptance of a

contract under this specification is to be held as an acceptance by the Contractor of the lamp posts constructed according to the said plan as fit and proper for the service required of them, in the same manner and to the same extent as if the Contractor did himself own and furnish the lamp posts.

13. The lamp posts owned by the said Corporation will be painted with two coats of paint, by the said Corporation, and also numbered, within thirty days before or after the beginning of the term of this contract. And it shall be the duty of the Contractor under this specification to keep the said lamp posts at all times clean and in good order, and to paint and number each lamp post during the third year, with one coat of good paint, to be approved by the Secretary of the Fire Department. And the Contractor shall make good any damage to the said posts during his use thereof, other than fair wear and tear.

14. The public street arc lights supplied with current by overhead wires shall be suspended from brackets, or projecting bars fastened to poles, or in such other manner as may be approved of by the Secretary of the Fire Department. The poles for each of the lights shall be of such height as may be determined by the Secretary of the Fire Department, but shall not be more than 45 feet above ground. The poles shall be properly cleaned of bark and knots and shall be not less than fourteen inches or more than eighteen inches in diameter at the ground level when in position and not less than five inches in diameter at the top end. The butt end of the pole to be placed in the ground a sufficient depth to keep the poles upright, and to be placed where required, and made perfectly secure; the pole, above the ground, to be painted and kept clean and in good order. On the pole for each light there shall be an iron bracket or projecting bar, twelve feet long, properly made and of sufficient strength. The bracket shall be securely fastened to the pole, as near the upper end as may be required, and properly secured in its position by an iron brace, the bracket projecting out towards the centre of the street, or otherwise, as may be required, and from the outer end of the bracket, the electric light suspended. The Corporation shall have the right to place the City Fire Alarm Telegraph wires on any and all of the poles erected for the public street electric light service, free of charge to the City.

15. In cases where it is deemed necessary, and where the iron brackets or projecting bars do not project a sufficient distance to satisfactorily light the street on account of trees, the lights shall be suspended from a wire, securely fastened at each end to a pole on each side of the street.

16. For the purpose of avoiding obstruction to vehicular traffic, the Contractor will be required to attach a device to each arc lamp, supplied by overhead wires, for the purpose of bringing it to the side of the pole clear of the curbing and parallel with the street, while being trimmed.

17. All poles, hoods, screens and lamp supports furnished by the Contractor must be painted, two coats of paint, in such color as may be directed by the Secretary of the Fire Department, and such painting shall be done

within thirty days after the poles and lamp supports shall have been erected. All such poles are to be numbered as directed by the Secretary of the Fire Department. No poles shall be erected upon any street, lane or public square until the location of the same has been approved of by the City Engineer and Secretary of the Fire Department. No posters or advertisements of any kind shall be upon or attached to any such pole. They shall be painted again with one coat of paint during the third year. All poles, both for lamps and for stringing wires, in the public parks and squares of the City, shall be iron, the plan of which is to be approved of by the Secretary of the Fire Department. If the Contractor shall fail to paint the said poles, hoods, screens and lamp supports, as herein required, the said Corporation shall be at liberty, so to do at the expense of the Contractor, and either deduct the cost thereof from any money due the said Contractor, or may recover the same by action in any Court of competent jurisdiction, as a debt due to the said Corporation.

18. Whenever the Committee on Fire and Light, or Secretary of the Fire Department, shall require that any lamp post or posts be straightened or set plumb, or that any lamp post or posts or other fixtures be painted, re-numbered or replaced in any other manner in this contract specified, the same shall be done within twenty-four hours after the Secretary of the Fire Department shall have notified said Contractors of such requirements.

19. All lamp posts which the Committee on Fire and Light or Secretary of Fire Department may require to be moved for any purpose, are to be taken down and re-erected by the Contractor, if and where required, and at his own expense, within twenty-four hours after the Secretary of the Fire Department shall have notified said Contractor of such requirement.

20. If the Committee on Fire and Light, or the City Council, acting under clause No. 4 of this specification, shall require a change in the location of any lamp supported by a lamp post owned by the City of Toronto, then the Corporation will provide for the removal of the lamp post or for the erection of a lamp post in the new location, at their expense, but all other cost of such change of location shall be borne by the Contractor as required in clause No. 4.

21. All switches, cut-outs and other apparatus which may be necessary to prevent danger from fire or injury of any kind to persons or property, or which may be required for the safe and proper operation of the lamps, shall be furnished and applied by the Contractor at his own cost and expense.

22. All the requirements of this specification concerning the erecting, painting, numbering, removing and maintaining of lamp posts shall also apply to any other form of lamp support that may be adopted, as well as to the poles, brackets, or other supports that may be erected for the conducting wires.

23. The position and number of lamps for any particular locality shall conform to such regulation as may be made from time to time by the Committee on Fire and Light or the City Council.

24. The lamp posts, except as herein expressly provided, and the poles, wires, conductors, lamps, globes, carbons, and each and every article or apparatus which may be necessary for electric lighting, are to be furnished and maintained by the Contractor at his own cost and expense, and the lamps, wires, and other conductors shall be thoroughly insulated, and shall be placed in such locations and in such manner as will prevent them from being tampered with or handled by any unauthorized person or persons; and the Corporation shall not be held responsible for any injury or accident which may be occasioned, by the conductors, electric current or any apparatus belonging to the Contractor, but on the contrary, the Contractor will indemnify the Corporation against any and all manner of claims, actions, suits and demands whatsoever, on account of the same, or by reason of the existence thereof.

25. The Contractor shall have all the lights originally ordered properly placed and completed and ready for use on the 1st day of January, 1906, and thereafter shall have each additional street light, as required, properly placed and completed within ten days after having been notified by the Secretary of the Fire Department to erect the same.

26. The successful tenderer shall have all the rights with respect to the sale of electric heat, light and energy throughout the City which the present Contractors are legally entitled to, so far as the City can legally grant the same, upon entering into an agreement or agreements with the City to the same effect as the agreement or agreements with the present Contractors, except the clause for the purchase of the property and works of the said tenderer, which shall be the same in effect as that provided for between The Toronto Railway Company and the City of Toronto, by paragraph 4, sub-sections 2, 3, 4 and 5, of 55 Vic., chap. 99, so far as the same is applicable, provided that the right to purchase shall arise at the same time as the right to buy out the present Contractors. The sections of the Toronto Railway Company's Act referred to above shall be printed in full as a foot note to the specifications before they are handed out to intended tenderers. Alternative tenders will be received for lighting the City streets, but without any rights as conferred by this section.

27. The Contractor shall furnish such drawings or cuts as may be required by the Secretary of the Fire Department, to show clearly the form and dimensions of lamps, hoods or other apparatus supplied under the terms of this contract, and the Contractor shall also submit to the Secretary of the Fire Department, for examination or test, such samples or models of carbons, insulators, globes, switches, conductors and cut-outs, or other safety devices, as may be required; and all such drawings, models or samples shall be furnished free of expense to the City. Nothing in this paragraph is to be construed as requiring the Contractor to disclose any secret device or process which would thereby become known and public to the disadvantage of the Contractor. The Contractor will be required to furnish the Secretary of the Fire Department with the daily reports of the operation of the plant so far as it relates to this contract, and also to furnish daily a copy of the report of the night inspectors.

28. The Contractor shall not require or permit any of the employees to work in his service more than 10 hours per day, or more than 60 hours per week, all of which 60 hours' work is to be performed in 6 days of such week, and no employee having worked 6 days shall be required or permitted to resume work until he has been a complete day of 24 consecutive hours off work, which 24 consecutive hours shall be computed from 5.30 o'clock a.m. of such day. The word "week" in this section means any 7 consecutive days, whether the same begins with Sunday or any other day of the week. In the event of the Contractor requiring any of his employees to work contrary to the provisions of this section, he shall forfeit and pay to the City a sum of \$100 for each breach of said section, which amount shall be deducted from any sum due to the Contractor under the contract.

29. The Contractor shall pay to all workmen engaged in carrying out this contract the minimum wage of 20 cents per hour during the day and 25 cents per hour during the night (the hours between 5 a.m. and 9 p.m. in the months of May to September inclusive, and between 6 a.m. and 8 p.m. during the remaining months of the year being considered day for the purposes hereof), and if they fail to do so the City may pay any balance necessary to make up this amount and deduct same from any moneys payable under this contract.

30. At the expiration of this contract all poles and other appliances used by the said Contractor upon the City streets shall, at the option of the said Corporation, be removed by the said Contractor, and the road bed or sidewalk restored as though said poles had not been therein, at his own expense, or be purchased by the Corporation at a price to be agreed upon or to be determined by arbitration. In the event of the Corporation deciding not to purchase the said poles or other appliances, and if the Contractor shall neglect or refuse to remove said poles and other appliances off the City streets within three months after the expiration of the contract, the Corporation shall be at liberty to remove the same at the expense of the Contractor, and either deduct the cost thereof from any money due the said Contractor, or may recover the same by action in any Court of competent jurisdiction as a debt due to the said Corporation.

Offers will also be received from parties who are prepared to light the Streets, Avenues, Squares and Lanes of the City by some method other than electricity or illuminating gas, and parties tendering will be required to furnish specifications giving full information, etc.

31. The Corporation do not bind themselves to accept the lowest or any tender.

32. Parties tendering are required to submit with their tenders a cash deposit of or marked cheque for the sum of ten thousand (\$10,000) dollars, payable to the order of the City Treasurer, as a guarantee of good faith, and that the security as hereinafter provided shall be satisfactory, which deposit will be retained by the City until the contract is finally executed, and the security given by all parties concerned. And if the tenderer fails to execute

the contract prepared in accordance with these specifications within one month after being notified of the contract being ready for execution, the deposit shall be forfeited and the Council will be at liberty to ask for further tenders, or proceed as though such tender had not been accepted.

33. The Contractor will also be required to furnish cash or other security satisfactory to the City Treasurer, and to enter into a bond and contract satisfactory to the City Solicitor, for the due and proper fulfilment of the undertaking.

34. Deposits of unsuccessful tenderers will be returned.

35. In these specifications, words importing the singular number shall include more than one.

Referred to in section 26 of the foregoing Specifications, so far as the same are applicable.

(2) If the City of Toronto desire to exercise the right of taking over the property necessary to be used in the working of the railways at the termination of the said period of thirty years, it shall, not less than twelve months prior thereto, give to the purchasers or the Company, as the case may be, notice of its intention so to do.

(3) After the said City of Toronto shall have given notice of its intention to take over the said property, it may at once proceed to arbitrate under the conditions in that behalf, and both the City and the purchasers, or the Company, as the case may be, shall in every reasonable way facilitate such arbitration, and the arbitrators appointed in the matter shall proceed so as, if possible, to make their award not later than the time named by the City for taking over the said property. But if from any cause the award shall not be made by such time, or if either party be dissatisfied with the award, the City may nevertheless take possession of the said railways and all the property and effects thereof, real and personal, necessary to be used in connection with the working thereof on paying into court either the amount of such award, if the award be made, or if not, upon paying into court or to the purchasers, or Company, as the case may be, such sum of money as a Judge of the High Court of Justice may, after notice to the opposite party, order, and upon and subject and according to such terms, stipulations and conditions as the said court shall by its order direct and prescribe; Provided always that the rights of the parties, except in so far as herein specially provided, shall not be affected or prejudiced thereby. In determining such value, the rights and privileges granted by the said Agreement and the revenue, profits and dividends being or likely to be derived from the enterprise are not to be taken into consideration, but the arbitrators are to consider only the actual value of the actual and tangible property, plant, equipments and works connected with and necessary to the operation of the railways, which is not to include any

land, property or rights acquired or used in connection with the said street railway, and which do not actually form a part of the said street railway undertaking necessary to the carrying on of the same.

(4) In arriving at such value the arbitrators are to consider and award only the value of the said several particulars to the City at the time of the arbitration, having regard to the requirements of a railway of the best kind and system then in operation and applicable to the said City.

(5) In the event of the City, at the expiration of the thirty years, in the first section of this Act mentioned, not exercising its right to take over the real and personal property necessary to be used in connection with the working of the said railways, the City may, at the expiration of any succeeding year thereafter, exercise such right upon giving not less than six months' notice to the Company, and the privileges of the Company shall continue until the City exercises such right; provided always that whenever the City shall exercise such right of taking over the said property, the provisions for determining the value thereof herein contained shall apply in the same manner as if the City had exercised its right at the expiration of the said period of thirty years.

R. J. McGOWAN,
Secretary Fire Dept.

Toronto, August 23rd, 1905.

"B."

Toronto, October 2nd, 1905.

To the Chairman and Members of the Board of Control, Toronto:

GENTLEMEN,—We the undersigned do hereby offer and agree to furnish, operate and maintain for the period or periods hereinafter set out from the first day of January, 1906, arc electric lights, and in supplying such lights shall use a lamp and globe described as follows:

For supplying series open-arc electric lights of a similar kind and in the same manner as those at present in use in the City of Toronto:

For a period of five years, from the 1st January, 1906, 19 cents per light per night, or \$69.35 per light per annum.

The same for a period of ten years, 17½ cents per light per night, or \$64.79 per light per annum.

If at any time during the above period of ten years the number of lamps should be increased to 1,750, the price will be reduced to \$62.50 per light per annum.

For supplying enclosed-arc electric lights for a period of five years, from 1st of January, 1906, 17 $\frac{3}{4}$ cents per light per night, or \$64.79 per light per annum.

The same for a period of ten years, 16 $\frac{1}{2}$ cents per light per night, or \$60.23 per light per annum.

If at any time during the above period of ten years the number of lamps should be increased to 1,750, the price will be reduced to 15 $\frac{3}{4}$ cents per light per night, or \$57.49 per light per annum.

We are enabled to make the above low prices only upon the understanding that they are based upon the specifications in force during the past five years with the following exceptions:

(1) That wooden poles properly painted be allowed in the parks as a general rule, but if iron poles be required the City will pay the difference in cost between iron and wood.

(2) That when lights are installed they are to remain until the termination of the contract, subject to change of location as provided in the said specifications.

(3) That enclosed arc lamps be trimmed only when necessary, and that the globes be cleaned at each trimming.

We have enclosed marked cheque for the sum of ten thousand dollars as prescribed in the advertisement calling for tenders.

THE TORONTO ELECTRIC LIGHT COMPANY, LIMITED.

(Sgd.) J. J. WRIGHT,

General Manager.

And if any one or more of the above tenders are accepted and the contract awarded to us, we hereby agree to furnish approved sureties for the execution of the said contract, and to execute the contract and bond therefor when requested by the City Solicitor, and in the event of default or failure on our part in any particular from any cause whatever, the Corporation shall be at liberty to accept the next lowest or any tender, or advertise for new tenders, and we hereby agree to pay to the said Corporation the difference between the above tenders and any greater sum which they may be obliged to pay by reason of such default or failure, including the cost of any advertisement for new tenders, and to pay to the City Solicitor the cost of the preparation of such contract and bond, and generally to indemnify and save harmless the said Corporation from all loss and damage, costs, charges and expense which they may suffer or be put to by reason of any such default or failure.

And we propose Mr. Henry M. Pellatt, of Toronto, and Mr. Frederic Nicholls, of Toronto, as sureties, who are willing to become bound with us for the due performance of the contract.

Signature:

THE TORONTO ELECTRIC LIGHT CO., LIMITED,

By J. J. WRIGHT,

Manager.

Address:

12 Adelaide St. East, Toronto.

We, the undersigned, do hereby offer to become bound with The Toronto Electric Light Co., Limited, in the usual bond, for the fulfilment of said contract, at the prices herein above set forth.

Signatures of Sureties:

HENRY M. PELLATT.

FREDERIC NICHOLLS.

