

THIS INDENTURE made the 15th day of August, A.D. 1959,
BETWEEN:

SASKATCHEWAN POWER CORPORATION, a crown corporation, duly incorporated and existing according to the provisions of the Saskatchewan Power Corporation Act, Chapter 35, of the Revised Statutes of Saskatchewan, 1953, with its head office at 1739 Cornwall Street, in the City of Regina, in the Province of Saskatchewan, hereinafter called the "Purchaser"

of the first part;

- and -

THE CITY OF WEYBURN, a municipal corporation, duly incorporated and existing under the provisions of "The City Act" Chapter 137 of the Revised Statutes of Saskatchewan, 1953, having its head office at Weyburn, in the Province of Saskatchewan, hereinafter called the "Vendor"

of the second part;

WHEREAS the Vendor has heretofore owned and operated a certain electrical generating plant at the said City of Weyburn, and has owned and operated certain electrical distribution equipment within the City of Weyburn, together with the land on which the said electrical generating plant is situated and the land used therewith as hereinafter described;

AND WHEREAS the Vendor is the owner of the said generating plant and distribution equipment and the land on which the said generating plant is situated and the land used therewith and all other equipment and material hereinafter described, and the owner of all the subject matter of this indenture, free and clear of any charge, lien or encumbrance.

AND WHEREAS the Vendor has agreed to sell and the Purchaser has agreed to purchase the generating plant and distribution equipment and the land on which the said generating plant is situated and the land used therewith hereinafter described, together with all the rights and benefits of the Vendor in and to the said generating plant and distribution equipment, and the land on which the said generating plant is situated and the land used therewith for the consideration hereinafter set forth, and subject to the terms and conditions hereinafter contained:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Parties hereto mutually covenant and agree

that the generating plant and the equipment heretofore used by the Vendor for the generating of electrical energy and all the parts and components thereof and all regulatory or other equipment used in conjunction therewith or ancillary thereto, and all the distribution equipment (including street lighting but not including festoon and decorative lighting) and system heretofore used by the Vendor in the distribution and supply of electrical energy in and about the City of Weyburn and the land on which the said generating plant is situated and the land used therewith and all equipment or material used in the repair or maintenance of either the said generating or distribution equipment, and without limiting the generality of the foregoing, all the goods and chattels listed upon the schedule hereto attached and marked Schedule "A", shall hereinafter be referred to as the "system", unless the context shall otherwise clearly indicate.

2. The Parties mutually covenant and agree that in consideration of the mutual covenants herein contained, the Vendor has bargained, sold, assigned, transferred, and set over and by these presents does bargain, sell, assign, transfer and set over to the purchaser all the said system, including, without limiting the generality of the foregoing as described in Paragraph 1 hereof all the goods and chattels enumerated on Schedule "A" attached hereto and including the benefit of all or any contracts for the supply of electrical energy, and including all rights of the Vendor to any easements, rights-of-way, or to any property rights-of-way now enjoyed by the Vendor in conjunction with the operation or maintenance of the said system. The Vendor also agrees to grant to the Purchaser easements or rights-of-way for any portion or portions of the distribution system situated on land belonging to the Vendor and to execute such documents as may be necessary for such purpose and which may be registered in the appropriate Land Titles Office in order to perfect such easement or right-of-way granted to the Purchaser.

3. The Parties hereto mutually agree that the Purchaser shall have and hold the said system and every part thereof to the sole use of the purchaser.

4. The Vendor covenants that the Vendor is now rightfully and absolutely possessed of or entitled to the subject matter

of this Indenture, and every portion thereof; the Vendor covenants that the Purchaser shall have quiet enjoyment of the said subject matter of this Indenture; and the Vendor further covenants that the Vendor hereby transfers to the Purchaser the goods and chattels described on Schedule "A" attached hereto free of any charge or lien, and in conformity with the provisions of Sec. 38 of the Municipal Public Works Act, Chapter 143, Revised Statutes of Saskatchewan, 1953.

5. The Vendor agrees to supply the Purchaser with the names of the consumers, the civic address of their property served, and the category of service supplied as at the date of this Agreement.

6. The Parties hereto mutually agree that the date upon which the Purchaser shall take over operation of the said system shall be the 1st day of January, 1960, hereinafter referred to as "the date of take-over", and the said 1st day of January, 1960, shall be the date of all or any adjustments required according to the terms hereof.

7. The Vendor covenants and agrees to continue as heretofore to operate the said system and to continue to supply electrical energy to the consumers listed on Schedule "B" attached hereto and any other consumers that might be acquired subsequent to the date hereof to January 1, 1960, in the same manner and upon the terms existing at the date hereof, until the aforesaid 1st day of January, 1960; and the Vendor shall be entitled to collect all revenue payable by the consumers for electrical energy supplied to consumers prior to the 1st day of January, 1960; from and after the said date all revenues whether payable by consumers listed on the said Schedule "B" or acquired by the City subsequent to the date hereof shall accrue to the Purchaser; and all operating expenses incurred prior to the 1st day of January, 1960, shall be paid and satisfied by the Vendor; and for greater certainty, both Parties hereto mutually covenant that the Vendor shall be responsible for the operation of the said system until 12 o'clock midnight on the 31st day of December, 1959, and the Purchaser shall be responsible for the operation of the same from and after that time;

The Purchaser agrees to provide the vendor with every reasonable assistance in enforcing the collection of electrical accounts still outstanding and owing to the Vendor after the 1st day of January, 1960.

8. The Vendor covenants that the Vendor will deliver on the 1st day of January, 1960, all the goods and chattels enumerated in Schedule "A" hereto and all the hereinbefore described land and real estate to the Purchaser in the same condition as they were on the day of the date hereof, reasonable wear and tear excepted, and subject to the destruction of any of the said goods, chattels or real estate through loss by theft, fire or other casualty in connection with which possible losses the Vendor agrees to pay the Insurance Premium on insurance coverage for the said property from the day of the date hereof to the 1st day of January, 1960, provided that it is the responsibility of the Purchaser to take out such insurance as it may see fit to cover the said goods, chattels and real estate against such risks as the Purchaser may see fit (provided said amounts are reasonable). It is provided and agreed that under such Policy of Insurance any loss shall be payable to the Purchaser. The Parties hereto further covenant and agree that in the event of failure on the Part of the Purchaser to insure the said property or any part of it any loss occurring between the day of the date hereof and the 1st day of January, 1960, shall be borne by the Purchaser.

9. The land on which the said generating plant is situated and the land used therewith which is also to be and is hereby transferred to the Purchaser as hereinbefore provided is more particularly described as follows:

(a) All that portion of Parcel "E" in the City of Weyburn, in the Province of Saskatchewan, shown on a Plan of Survey registered in the Land Titles Office for the Regina Land Registration District as No. AR 4506, lying north of a roadway shown as Parcel "Z" on a Plan of Survey registered in the said Land Titles Office as No. FU 363 (more commonly known as No. 39 Highway), and west of a line drawn from the North boundary of the said Parcel "E" to the North boundary of the said roadway parallel to and distant easterly from the east wall of the Power Plant Building situated thereon approximately fourteen (14) feet. It is understood and agreed that the aforesaid description is approximate only and that a survey will be undertaken at

the city's expense to define exactly the area in the said Parcel "E" to be conveyed to the Purchaser.

The Purchaser shall also at all times have a right of ingress and egress to and from that portion of the said Parcel "E" lying West of a line drawn from the North Boundary of the said Parcel "E" to the North Boundary of the said roadway parallel to and distant Easterly from the East Boundary of the land herein conveyed to the Purchaser Two Hundred and Twenty-Five (225) Feet. The Purchaser's right of ingress and egress to said portion includes the right of the Purchaser to use said portion for other purposes related to and being part of the Purchaser's business, including the storage of poles, piping and other materials. The Purchaser's right of usage of the said portion is subject to the usage by the Vendor and its right of ingress and egress to the said portion in connection with the Vendor's sewage and water works system located thereon and the future extension and expansion of said works by the Vendor. The provision of this subclause shall remain in effect from year to year from the 1st day of January, 1960, until cancelled or modified by mutual agreement, and the Vendor shall, if so requested, execute a registerable Easement in favour of the Purchaser in the foregoing terms and conditions.

(b) Lots One (1) and Two (2), in Block Eight (8), in the City of Weyburn, in the Province of Saskatchewan, as shown on a Plan of Survey registered in the Land Titles Office for the Regina Land Registration District as No. M 4926; (subject to the Vendor retaining ownership of the frame moveable building located on the South Half of the said land and subject to the Vendor retaining the right to leave the building on the said land as long as occupied by the present tenant, Lee Sing, the Vendor receiving any rentals therefore).

(c) Lots Fourteen (14) and Fifteen (15), in Block One Hundred and Fifty (150) in the City of Weyburn, in the Province of Saskatchewan, as shown on a Plan of Survey registered in the Land Titles Office for the Regina Land Registration District as No. Z 5298.

10. The Vendor covenants and agrees that from and after the date hereof the Vendor shall maintain existing stocks of spare parts of auxiliary or ancillary equipment, and shall not otherwise dispose of the said equipment except delivery to the Purchaser on the date of take-over.

11. The Vendor agrees to sign any further contract, docume:

transfer, deed, assignment, or other assurance of whatsoever kind required to completely vest the said system, or to perfect any right vested in the Purchaser by the terms of this Agreement, or to insure the registerability of any document in favour of the Purchaser;

12. Irrespective of any other provision contained herein and notwithstanding any other provision to the contrary the Vendor agrees that the Purchaser shall not be bound to continue to maintain service with electrical energy to any consumer presently being served by the Vendor under the provisions of any special arrangement, contract or agreement on the same terms and conditions of such special arrangement, contract or agreement unless the Vendor and such consumer are notified by the Purchaser in writing by registered mail of the Purchaser's intention to be bound by the provisions of any such special arrangements, contract or agreement, and in such case only for the period of time and subject to any special conditions or provisions as may be set out in such written notification.

13. The Vendor agrees that the Vendor will furnish the Purchaser a complete list of all personnel in the employ of the Vendor in the operation or maintenance of the said system, as at the 1st day of June, 1959, including the qualifications and lengths of service of each person concerned; and the Purchaser agrees to offer employment to such of the said personnel eligible for employment still employed by the Vendor as of December 31, 1959, in the operation of the System by the Vendor and to make every reasonable effort to absorb said personnel in similar classification and at similar rates of pay within the Purchaser's system. The Purchaser further agrees to credit said employees for the purposes of seniority with said employees length of service with the Vendor in the light and power utility and that said employees on entering the service of the Purchaser shall be credited with any accumulated sick leave credit that they may have as at December 31, 1959, up to but not exceeding ten (10) years, which said sick leave credit shall be carried forward with the employment with the Purchaser. The Parties agree that the personnel concerned are the twenty-four (24) persons described in Schedule "C" hereunto attached.

14. The Vendor agrees, subject to the wishes of the employees concerned, to transfer and pay over to the Purchaser's Employees Superannuation Fund any and all amounts held by the Vendor as employees pension

fund contributions together with interest thereon and the appropriate contribution of the Vendor as provided for under the Vendor's Employees Pension Plan in respect to each of the Vendor's personnel employed by the Purchaser pursuant to the provisions of Clause 13 hereof.

15. The Parties hereto mutually agree that the Vendor shall return to all consumers their respective meter deposits or security deposits held by the Vendor; and from and after the ~~effective date of~~ ^{effective date of} ~~the~~ ^{the} date of take-over, the Vendor agrees to indemnify and save harmless the Purchaser from any claim or claims arising out of the meter deposits, security deposits or contributions toward construction of the Vendor;

16. The Vendor covenants that the Vendor hereby assigns to the Purchaser all the interest of the Vendor in any easements presently held by the Vendor giving access to the distribution system or any part thereof;

17. (a) The Purchase price to be paid to the Vendor by the Purchaser in consideration of the transfer by the Vendor to the Purchaser of the system shall be the sum of Two Million Dollars (\$2,000,000.00) to be paid as follows: Forty (40) equal instalments of ~~\$50,000.00~~ ^{\$14,468.03} ~~each~~ ^{each}, on the 30th day of June and the 31st day of December in each year, over a period of twenty (20) years, inclusive of interest at the rate of $5\frac{1}{2}$ percent on the said sum of Two Million Dollars (\$2,000,000.00) or so much thereof as shall remain unpaid on the 30th day of June and 31st day of December in each year during the said period of twenty (20) years, the first of such payments to be due and payable on the 30th day of June, 1960.

(b) The Purchaser further agrees to pay to the Vendor as a payment in lieu of taxes five percent (5%) of the gross amount on all accounts for electrical energy billed to consumers resident within the corporate limits of the City of Weyburn and listed on Schedule "B" attached hereto, including consumers added to the system from time to time and resident within the corporate limits of the City of Weyburn. The Vendor agrees that the gross amount of the said accounts shall not include education tax, but shall be considered in each instance, for the purposes of this Agreement, to be the amount of such account prior to the addition thereto of Education and Hospitalization Tax. The said five percent (5%) shall be paid to the City on the 30th day of June and the 31st day of December in each year, the first of such payments to be made on the 30th

5% grant

day of June, 1960. The provisions of this subclause shall remain in effect until terminated by mutual agreement between the Parties hereto.

(c) In computing five percent (5%) of the gross amount of accounts billed to consumers, so provided in sub-clause (b) of this Clause, the Vendor agrees that the following accounts shall be excluded from such computation, and the Vendor further agrees that no payment shall be made by the Purchaser to the Vendor in respect thereof;

excludes

- (i) all accounts billed to consumers supplied by the Purchaser under the terms and provisions of contracts in which the billing demand exceeds 100 K.V.A.
- (ii) the value of electrical energy used by the Purchaser for the lighting of buildings belonging to the Purchaser within the City or for other purposes connected with or incidental to the operation of the Purchaser within the City;
- (iii) all accounts for electrical energy billed to the Saskatchewan Hospital at Weyburn;
- (iv) all accounts of the City of Weyburn for electrical energy supplied to it by the Purchaser;

(d) The Purchaser agrees, at the request of the Vendor, to

*Surcharge
until amended
or repealed*

give effect to the provisions of Section 34(2) of the Power Corporation Act, Chapter 35 of the Revised Statutes of Saskatchewan, 1953, for so long as the provisions of the said section 34(2) are not amended or repealed.

18. The Parties hereto agree that this indenture shall be construed according to the provisions of the Bills of Sale Act, Chapter 357, of the Revised Statutes of Saskatchewan, 1953; and this indenture shall have the force and effect, insofar as applicable, of a Bill of Sale Absolute;

19. The Parties hereto further covenant and agree that if the Purchaser make default in the payment of any instalment of purchase price payable hereunder on the due date for payment thereof the entire balance owing shall at the option of the Vendor be then immediately payable;

And it is further covenanted and agreed that in the event there be default in payment of any instalment to be made by the

Purchaser to the Vendor under the terms of this Agreement then in additional to all other interest payable hereunder there shall be payable by the Purchaser to the Vendor interest at the rate of five and one-half percent (5½%) per annum on any monies in default from the date of said default to the date of payment.

20. The Purchaser further agrees that all monies payable under this Indenture shall be payable to the Vendor at par at Weyburn, Saskatchewan.

21. The Parties hereto further covenant and agree that the Vendor shall retain ownership of its existing fire and police warning system including traffic signals. And the Purchaser agrees that the Vendor shall retain the right to use the poles herein sold to the Purchaser for the purpose of the said fire and police warning system and traffic signals and shall have the right to extend such system and other additional traffic signals utilizing the poles belonging to the Purchaser for the said extensions provided that the prior approval of the Corporation's District Electrical Superintendent to the location and manner of such proposed attachments be first obtained and provided further that the manner of installing such attachments shall be in accordance with the provisions set out in "The Rules and Requirements and Specifications for the Joint Use of Poles to Support and Supply Communication Circuits", as issued by the Canadian Standards Association and further provided that any and all expenses involved in any attachments whether now existing or made at some future time shall be borne by the City.

22. The Purchaser further covenants and agrees that in connection with future extensions of the electrical utility and/or distribution system the Purchaser shall submit plans showing the proposed location of said extension to the City Council for the approval of Council prior to commencing the construction of same;

And that after said approval is obtained and on completion of said construction the Purchaser shall restore the surface of streets and lanes as nearly as possible to their original condition and that during the construction same shall be carried out in such a manner

so as to cause the minimum interference with the City's service and minimum inconvenience to the public.

The Purchaser further covenants and agrees that all construction work shall be executed by the Purchaser, its servants or agents according to law and with every reasonable precaution for the safety of the public and protection of private and public property.

23. The Vendor's auditors shall have access at all reasonable times to the records of the Purchaser maintained with respect to the sale of electrical power within the City in order to determine that payments by the Purchaser to the City under the provisions of this Agreement are in accordance with the provisions of this said Agreement; and the Purchaser shall make available to the City as soon as the same becomes available each year audited statement of the sale of electrical power within the City during the preceding year.

24. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims and/or actions for loss, injury, damages and/or compensation either to real or personal property or to any person whosoever caused by or arising out of or in any way attributable to the Purchaser generating, distributing, supplying and selling electrical power within the City whether same arises from any negligence of the Purchaser or not, and without limiting the generality thereof to include where same is attributed to any act done by, or any omission of the Purchaser, its agents or servants in constructing, maintaining and/or operating the said distribution system, including all costs and expense which the Vendor may incur or be put to in connection with all such claims or actions.

24. Time shall be of the essence of this Agreement.

THIS INDENTURE shall alike enure to the benefit of and be binding upon the parties hereto, and their respective assigns, and Successors.

IN WITNESS WHEREOF the Parties hereto have executed this
Indenture the day and year first above written.

The Corporate Seal of the City of
Weyburn is hereunto affixed in the
presence of its proper signing
officers in that regard.

THE CITY OF WEYBURN

J.H. Faubel
Mayor

W.L. Clark
City Clerk

The Corporate Seal of Saskatchewan
Power Corporation is hereunto affixed
in the presence of its proper signing
officers, duly authorized in that
behalf.

SASKATCHEWAN POWER CORPORATION

A. Bideon
Chairman

G. G. Johnson
Secretary.

Schedule A - Inventory of Assets

AFFIDAVIT OF BONA FIDES

PROVINCE OF SASKATCHEWAN
TO WIT:

I, Leonard George Ganne, of the City of Regina, in the Province of Saskatchewan, Solicitor, MAKE OATH AND SAY:

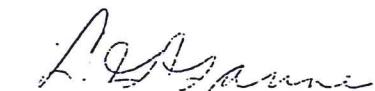
1. I am the Secretary of the Saskatchewan Power Corporation, the grantee in the foregoing bill of sale named, and I am aware of all the circumstances connected with the said bill of sale, and I have personal knowledge of the facts herein deposed to.

2. That the said bill of sale was executed in good faith and for good consideration, namely the sum of \$2,000,000.00, as set forth in the said bill of sale, and not for the mere purpose of protecting the chattels therein mentioned against the creditors of the City of Weyburn, the grantor therein named, or for the purpose of preventing such creditors from recovering any claims which they have against the said grantor.

3. The goods and chattels covered by the said bill of sale are not sold in bulk within the meaning of The Bulk Sales Act.

S&ORN before me at the City of Regina, in the Province of Saskatchewan, this 17th day of December, A.D. 1959

A Commissioner for Oaths in and for the Province of Saskatchewan
Being a Solicitor.



Leonard George Ganne

DECLARATION ON BEHALF OF GRANTOR

PROVINCE OF SASKATCHEWAN
TO WIT:

I, Henry J. SMALL, of the City of Weyburn, in the Province of Saskatchewan, City Clerk of the within named grantor, DO SOLEMNLY DECLARE:

1. That I am the City clerk of the municipal corporation known as the City of Weyburn, the grantor in the attached bill of sale, and I have personal knowledge of the matter herein by me deposed to;

2. That the City of Weyburn has the sole and exclusive right to and is the owner and possessor of the goods and chattels mentioned and described in the within bill of sale.

3. The said goods and chattels are correctly described in the said bill of sale.

4. There is no mortgage, hypothec, lien or claim of any kind or nature adverse to my rights, of, upon, or against the said goods and chattels or any portion of them, save the within bill of sale;

5. There is no judgement or execution of any kind now in force or against the City of Weyburn;

6. I make the above statements on behalf of the City of Weyburn for the express purpose of inducing the grantee to complete the purchase of the said goods and chattels;

AND I MAKE this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the Canada Evidence Act.

DECLARED before me at the City of Weyburn, in the Province of Saskatchewan, this 17th day of December, A.D. 1959.

A Commissioner for Oaths in and for the Province of Saskatchewan,
~~Being a Solicitor~~
My Commission expires Dec. 1959

THIS AGREEMENT made in duplicate this

First day of

June 1948.

BETWEEN:

~~The~~ This City of Yorkton, a Municipal Corporation in the Province of Saskatchewan, hereinafter called "the City"

of the First Part;

- and -

His Majesty the King in right of the Province of Saskatchewan, herein represented and acting by The Saskatchewan Power Commission, hereinafter called "the Commission"

of the Second Part;

WHEREAS by an Agreement in writing dated 30th day of April 1928, and made between the City and Mid-West Utilities Limited, the City agreed to sell to Mid-West Utilities Limited its electrical generating plant and distribution system in the City of Yorkton for the price and upon the terms and conditions in the said Agreement set forth;

AND WHEREAS by the same Agreement the City granted to Mid-West Utilities Limited a special franchise for the supply of electrical energy to the City and the inhabitants thereof, exclusive for a period of ten (10) years and thereafter in certain events for further periods, on the terms and conditions in the said Agreement set forth;

AND WHEREAS the said Agreement was by Chapter 89 of the Statutes of Saskatchewan, 1928-29 ratified, confirmed and validated;

AND WHEREAS it was a term of the said Agreement that the City should have the right at the expiration of the original term provided for in the said Agreement, and at the expiration of each successive term of ten (10) years thereafter, on giving six (6) months' previous notice to the Company, to take over and purchase from the Company (a) the power plant, land, buildings and all equipment used in the generation, transmission and distribution of electric energy to the City and inhabitants thereof, or (b) at the option of the City and in the alternative only, the equipment used in the transmission and distribution of electric energy to the City and its inhabitants within the City, at the price and on the terms and conditions in the said Agreement set forth;

AND WHEREAS the name Mid-West Utilities Limited was changed to Canadian Utilities Limited under and by virtue of Supplementary Letters Patent issued pursuant to The Companies Act (Canada);

AND WHEREAS pursuant to the provisions of the said Agreement the City gave Canadian Utilities Limited six (6) months' previous notice in writing of its intention to take over and purchase the equipment used in the transmission and distribution of electrical energy to the City and its inhabitants within the City at the expiration of the original term

granted by the said Agreement;

AND WHEREAS by an Agreement in writing dated the 15th day of January 1938 and made between the City and Canadian Utilities Limited, the period of the franchise was extended and the right of the City to purchase and take over the equipment used in the transmission and distribution of electric energy to the City and its inhabitants was deferred for a period of five (5) years, subject however to the City having the right to take over and purchase at the termination of such additional five (5) years and thereafter as in the manner first in the said Agreement provided;

AND WHEREAS the said Agreement was by Chapter 96 of the Statutes of Saskatchewan 1938 ratified, confirmed and validated;

AND WHEREAS by an Agreement in writing dated the 17th day of April 1944, the period of the said franchise was extended for a further period of five (5) years from the 1st day of May 1943, and the right of the City to take over and purchase (a) the power plant, land, buildings and all equipment used in the generation, transmission and distribution of electric energy to the City and its inhabitants or (b), at the option of the City and in the alternative only the equipment used in the transmission and distribution of electric energy to the City and its inhabitants within the City, was deferred and extended for a further period of five (5) years from the 1st day of May 1943, and by the same Agreement certain reductions were made in the rates to be charged by Canadian Utilities Limited to consumers of electrical energy in the City and provision was made for the payment by Canadian Utilities Limited to the City of a certain special tax on the properties of Canadian Utilities Limited in the City;

AND WHEREAS the said Agreement was by Chapter 73 of the Statutes of Saskatchewan 1944 (Second Session) ratified, confirmed and validated;

AND WHEREAS by an Agreement dated the 22nd day of March 1947 and made between Canadian Utilities Limited and the Commission, Canadian Utilities Limited transferred, *inter alia*, all its right, title and interest in and to the said power plant, land, buildings and all equipment used in the generation, transmission and distribution of electric energy in the City, to the Commission; and by the same Agreement, *dated 30th day of April, 1947* *signed on a.m.* assigned to the Commission all its rights in and under the said Agreement dated the 30th day of April 1928;

AND WHEREAS the Commission and the City have agreed that the said Agreement dated the 30th day of April 1928 shall be terminated and that the Commission shall supply electrical energy to the City and the inhabitants thereof on the terms and conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for the considerations herein contained the parties hereto covenant, promise and agree one with the other as follows:

SUPPLY OF ELECTRICAL ENERGY

1. The Commission agrees, on, from and after the *first* day of *May* 1948.

(a) To maintain plant and apparatus for the generation of, or to purchase, electrical energy at such place or places as the Commission may determine, reasonably sufficient for the

needs of the City and the inhabitants thereof;

- (b) to maintain in the City apparatus and equipment for the distribution of electrical energy, reasonably sufficient for the needs of the City and such of the inhabitants thereof as can in the judgment of the Commission be economically served, such judgment to be reasonably exercised;
- (c) to use at all times first-class, modern, standard, commercial plant, apparatus and equipment, and to exercise all due skill and diligence in the operation of the same;
- (d) to deliver in the City commercially continuous twenty-four hour electrical energy every day of the year, except as provided for herein.

2. The City agrees, subject to the provisions of Clause 14, on, from and after the date mentioned in Clause 1:

- (a) That it will take electrical energy exclusively from the Commission;
- (b) That it will not generate or distribute electrical energy;
- (c) That it will not grant any right, privilege or franchise to any person, firm or corporation for the generation of electrical energy within the City, or for the distribution or sale of electrical energy within the City, or for the use of highways, roads, streets, lanes or other public places in the City for any such purpose, or for the transmission of electrical energy;

3. (1) The electrical energy to be supplied in pursuance of this Agreement shall, as regards voltage, frequency and other characteristics, conform to the requirements from time to time prescribed under the Regulations made by the Commission with the approval of the Lieutenant Governor in Council under The Power Commission Act and any amendments thereto.

(2) In case the Commission shall at any time or times be prevented from supplying the said electrical energy or any part thereof by strike, lockout, riot, fire, invasion, explosion, hurricane, flood, act of God, the King's enemies or any other cause or causes reasonably beyond the control of the Commission, the Commission shall not be liable for the non-supply of electrical energy during such time, and in construing this provision the rule of construction of ejusdem generis shall not apply. The Commission shall be prompt and diligent in removing the cause of such interruption, and as soon as the cause of such interruption is removed the Commission shall, without delay, supply the said electrical energy. Such interruption shall not release the City from any obligation under this Agreement.

4. (1) The City and the Commission agree that the rates for the supply of electrical energy which the Commission shall charge the City and consumers in the City shall be those set out in the Schedules hereto attached and numbered "10", "20", "40", "50", "60", and "70", subject, however, to the following subclauses of this clause and to the provisions of clause 6. The general conditions appended to the said Schedules shall be deemed to be incorporated in and form part of this Agreement.

(2) The rates provided for in subclause (1) of this clause may be altered by the Commission at any time or times at its discretion,

provided the alteration does not involve any increase in the charges made to consumers.

(3) It is understood and agreed, by and between the City and the Commission, that the rates provided for in subclause (1) of this clause will be reduced from time to time by the Commission as and when, in the judgment of the Commission, such reduction is warranted,

(4) Nothing herein contained shall prevent the Commission from adding to the rates chargeable hereunder the amount of any tax on electrical energy or on the sale or sale price thereof, which is now or may hereafter be imposed by or under the authority of the Parliament of Canada or the Legislature of the Province.

✓ 5. Accounts for service rendered by the Commission hereunder, including service charges, energy charges, minimum charges, and all charges of any nature and kind whatsoever, shall be rendered to and shall be payable by the City and by consumers in the City in accordance with such Regulations as the Commission may make from time to time under the authority of The Power Commission Act and amendments thereto or other lawful authority.

✓ 6. (1) The City and the Commission agree that, subject to the provisions of subclause (5), the Commission shall pay to the City in each year five per centum of the gross revenue of the Commission (not including therein the revenue from street lighting or the aforementioned surcharge) derived from the supply of electrical energy within the City.

(2) Payments by the Commission under this clause shall be made on the 30th day of June and 31st day of December in each year, in respect to revenue derived by the Commission during the preceding half-year.

(3) Notwithstanding anything contained in this clause, the payment to be made by the Commission on the 30th day of June 1948 shall be equivalent to five per centum of the gross revenue of the Commission (not including therein the revenue from street lighting or the aforementioned surcharge) derived from the supply of electrical energy in the City and included in accounts rendered on, from and after the First day of May 1948.

(4) The City and the Commission further agree that the Commission shall add to all accounts for electrical energy supplied by the Commission under this Agreement (including service charges, energy charges, minimum charges, and all charges of any nature and kind whatsoever except charges for street lighting) rendered after the said First day of May 1948, a surcharge of five per centum of the amounts of such accounts, and that the same shall be payable by the parties liable to pay such accounts, in addition to the amounts thereof, as part of the cost of electrical energy supplied.

(5) The provisions of this clause 6 shall cease to be effective on one year's notice in writing given by the City to the Commission expiring on the 31st day of December of any year, that it no longer desires to receive payment from the Commission of the said percentage on gross revenue, or on one year's notice in writing given by the Commission to the City and expiring on the 31st day of December of any year, that it intends to abandon the policy of paying a percentage

of gross revenue to municipalities.

7. (1) All service-meters and transformers shall, unless otherwise specifically provided, be supplied by the Commission and shall remain the property of the Commission; and the Commission by its officers and servants may, at all reasonable hours, enter the premises of any consumer for the purpose of inspecting service conditions, reading meters, and (when the service has been discontinued) removing meters and other apparatus the property of the Commission.

(2) The Commission shall supply electrical energy at the service outlet provided by the consumer, which shall be the point of delivery. Such service outlet shall be so provided at the point most convenient for connection to the existing lines of the Commission.

(3) The consumer shall assume all risk and responsibility in connection with or arising out of the wiring on his premises.

8. The Commission shall not discriminate between customers or sell electric energy to any consumers thereof within a radius of ten miles of the City at rates less than are charged by it in the City for similar services, having regard to quantity of consumption, load factor and off peak conditions.

DISTRIBUTION SYSTEM ON STREETS, LANES, ETC.

9. (1) The City hereby grants to and confers upon the Commission for the purposes of the distribution system in the City the right to use the highways, streets, lanes and other public places in the City and in any area or areas which may hereafter be added to or incorporated with the City, to the full extent to which the City itself could use such highways, streets, lanes and other public places for the said purposes.

(2) The Commission shall, where reasonably convenient, construct its poles, wires and other parts of its distribution system through and along lanes in preference to streets used as highways; and all construction and maintenance work involving the opening or breaking up of any highway, street, lane or other public place within the City shall be done in such manner as to cause the least possible interference with traffic.

10. (1) The City may attach its police, fire signal and waterworks remote control circuits to the poles forming part of the Commission's distribution system provided the proper use of such poles by the Commission is not thereby interferred with.

(2) The City shall be solely responsible for the maintenance of the said circuits.

(3) The City shall be responsible for and shall indemnify and save harmless the Commission against any and all loss, costs, charges, damages and expenses suffered by the Commission as the direct or indirect result of such use of the said poles.

(4) In the event of the municipality wishing to have the said circuits removed from the said poles, the Commission shall at the expense of the municipality remove the same and restore the poles and other works of the Commission to their original condition as near as may be.

(5) In the event of the Commission deciding to remove or replace

its poles on which the City's circuits have been placed, the cost incurred so far as applicable to the circuits shall be borne by the City.

RIGHT OF WAY, SPUR TRACK, ETC.

11. The City shall convey to the Commission the right of access to its power house, building over the roadway now in use for that purpose. The City shall also grant to the Commission an Easement of right of way over and across the most southerly 106 feet of Block "A" in the Townsite of Yorkton according to a Plan of Record in the Yorkton Land Registration District as Number 35951, for the maintenance thereon by the Commission of its poles, wires, pipes, conduits and other apparatus for the conducting of electricity.
12. To the extent to which the City may grant the same the Commission shall, so long as it operates its electrical generating plant in the City, be entitled to the use of the Grand Trunk Pacific Branch Lines Company (otherwise known as the Canadian National Railway) Spur Track now serving the said plant, but this shall not be construed as giving the Commission an exclusive right of usage thereto and the Commission shall at the request of the City permit the said spur track to be extended in a westerly direction through the Commission's property, and permit the use thereof by other property owners, without charge by or remuneration to the Commission therefor whatsoever. Provided however that the Commission shall not be liable for the payment of rental and maintenance charges assessed by the Railway Company applicable to the extended portion of the said spur track. Subject to the foregoing proviso all rental and maintenance charges shall be borne by the Commission, unless the City uses the said spur track for its own purposes, in which case the said rental and maintenance charges shall be apportioned between the Commission and the City on a basis to be mutually agreed upon.

LIABILITY FOR ACCIDENTS

13. Nothing in this Agreement contained shall release the Commission from liability at law for injury sustained or suffered by any person or property by reason of any act or omission of the Commission, its agents and servants and the Commission shall indemnify and save harmless the City from all actions, loss, costs, charges, damages or expense which may arise or be incurred, suffered or sustained by the City as a result of the exercise by the Commission of the rights, powers and privileges hereby granted.

CITY'S RIGHT TO PURCHASE GENERATING PLANT
AND DISTRIBUTION SYSTEM

14. The City shall have the right at the expiration of ten (10) years from the date hereof subject to the proviso hereinafter contained and at the expiry of each successive term of ten (10) years thereafter on giving six (6) months' previous notice in writing to the Commission, to take over and purchase from the Commission (a) the Power Plant, Land, Buildings and all equipment used in the generation, transmission and distribution of electric energy to the City and inhabitants thereof or (b) at the option of the City and in the alternative to sub-paragraph (a) only the equipment used in the transmission and distribution of electric energy to the City

and its inhabitants within the City in either case at the actual replacement value thereof as a going concern plus ten per cent. such actual replacement value not to include any value for franchise or value based on earnings or goodwill and making the City due allowances for depreciation, deterioration, wear and tear and obsolescence, such actual value, unless agreed upon by the City and the Commission, to be ascertained on the basis of whichever option is exercised, by a Board of Arbitration one member to be appointed by the City, one member by the Commission and a third by mutual agreement between the two arbitrators so named or in the event of disagreement, pursuant to the Arbitration Act of the Province of Saskatchewan which Act shall apply to all the proceedings of the said Board. The award of the arbitrators shall be made within six (6) months of the appointment of the third arbitrator, subject to any extension that may be made under the said Act and the City shall pay the same within six (6) months from the publication of the award, provided however that the right hereby granted to the City shall not be assignable and that the City shall not be at liberty to take possession of or to receive transfers of the said property until payment of the amount awarded and upon payment of the said purchase price all rights hereunder shall absolutely cease and determine and the Commission will convey the property and rights of the Commission hereinbefore described to the City clear of all encumbrances.

In case no notice is given as aforesaid or in case the City fails to proceed with said arbitration or in case the amount of said award is not paid by the City within six (6) months from the publication of the award, the right of the City as herein provided to take over the said property shall thereupon cease and determine for a period of ten (10) years, and at the expiry of each term of ten (10) years the right of the City to purchase shall again arise and be exercisable in the manner aforesaid, and so on from time to time at the expiry of each successive period of ten (10) years.

Provided that in the event of the City exercising its option to purchase under said sub-paragraph (b) hereof, notwithstanding that all the franchise rights of the Commission in the City shall thereupon cease and determine and be re-vested in the City, the Commission shall be at liberty to continue the operation of and maintain its generating plant in the City for distribution only outside the City subject to the limitation and conditions hereinbefore provided, and subject always to the approval of the City, which approval shall not be unreasonably withheld, and the Commission shall have the right to construct, operate and maintain in, along and under the streets, lanes and highways of the City any poles, wires, conduits and cables for the transmission of electric energy from such generating plant to any point or points outside the limits of the City, subject to the limitations, liabilities and covenants contained and provided in paragraphs nine (9), ten (10) and thirteen (13), and the City covenants that in such case it will not, pursuant to any Statute or otherwise, authorize or take the benefit of any proceedings to compel the Commission to sell or deliver electric energy for distribution in the City except by means of a distribution system owned and operated by the Commission, but the City shall have the right to erect, operate and maintain its own generating plant or plants and generating system. In the event of disagreement between the City and the Commission as to the Plant, Buildings and equipment to be taken over under either sub-paragraphs (a) or (b) hereof the question shall be decided by a Board of Arbitration as hereinbefore provided.

N.B.

GENERAL

15. The franchise hereby granted shall not be assigned without the consent of the City.

16. Any waiver by either party or failure to exercise any right or enforce any remedy shall be limited to the particular instance, and shall not operate or be deemed to extend to any other matter under this Agreement or in any other way affect the validity of this Agreement.

17. This Agreement shall supersede any and all Agreements heretofore entered into with reference to the supply of electrical energy in the City and the Agreement in writing dated the 30th day of April 1928 and made between the City and Mid-West Utilities Limited and all the terms, conditions and provisions thereof shall be deemed to have terminated as of the 1st day of May 1948.

18. This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of each of the parties hereto.

IN WITNESS WHEREOF the City and the Commission have executed these presents the day and year first above written.

SEALED with the Corporate Seal of the City of Yorkton and countersigned by

J. Steele and
H. M. Jackson
respectively, the Mayor and City Clerk of the said City

J. Steele
..... Deputy Mayor

H. M. Jackson
..... City Clerk

SIGNED, SEALED AND DELIVERED by Halma Forrest Berry, the Chairman of The Saskatchewan Power Commission, on behalf of His Majesty the King in right of the Province of Saskatchewan in the presence of

J. A. Orman
Regina Sack
..... Stenographer

H. F. Berry 

RATE SCHEDULES

For the City of Yorkton, Saskatchewan.

In all Schedules the Service Charge is to be added to the Energy Charge.

SCHEDULE "10" - RESIDENCE LIGHTING: This schedule applies only to residence lighting and approved plug-in appliances of 1,000 watts capacity or less for each individual appliance.

(a) Service Charge:

Fifty cents (.50) per month.

(b) Energy Charge:

First 30 K.W.H. per month Six Cents (6¢) per K.W.H.

Next 20 K.W.H. per month Four and One Half Cents (4.5¢) per K.W.H.

All over 50 K.W.H. per month Three Cents (3¢) per K.W.H.

Minimum monthly bill \$1.00

SCHEDULE "20" - RESIDENCE COMBINATION: This schedule applies only to residence lighting and approved permanently connected or approved plug-in cooking, heating or utility appliances of 1,000 watts capacity or over, and to domestic electric refrigerators with motors of 1/8 H.P. or greater.

(a) Service Charge:

Twice the service charge provided for under Schedule "10" Section (a)

(b) Energy Charge:

First 30 K.W.H. per month Six Cents (6¢) per K.W.H.

All over 30 K.W.H. per month Two Cents (2¢) per K.W.H.

Minimum monthly bill \$2.50

SCHEDULE "40" - COMMERCIAL LIGHTING: This Schedule applies to all occupancies other than residences for lighting, or for lighting and permanently connected special automatically controlled window or sign lighting equipment burning from dusk till at least 10 p.m. every night, or small single phase motors not exceeding 1-1/2 H.P., battery chargers, cooking or heating appliances, and other equipment.

(a) Service Charge:

One Dollar (\$1.00) per month.

(b) Energy Charge:

First 100 K.W.H. per month Six Cents (6¢) per K.W.H.

Next 400 K.W.H. per month Four and One Half Cents (4.5¢) per K.W.H.

All over 500 K.W.H. per month Two and One Half Cents (2.5¢) per K.W.H.

Minimum monthly bill \$1.00

SCHEDULE "50" - COMMERCIAL POWER: This schedule applies to all motor loads of not less than 2 K.W. or 2 H.P. installed capacity. The Commission may, however, apply this schedule to installed capacities of less than 2 K.W. or 2 H.P. where the load factor is not below 50 per cent.

Energy Charge:

First 25 hours' use per month of connected load or maximum demand Five Cents (5¢) per K.W.H.

Next 25 hours' use per month of connected load or maximum demand Four and One Half Cents (4.5¢) per K.W.H.

Next 25 Hours' use per month of connected load or maximum demand Three and One Half Cents (3.5¢) per K.W.H.

All over 75 hours' use per month of connected load or maximum demand One and Three-quarter Cents (1.75¢) per K.W.H.

The connected load for billing purposes shall be computed as 750 watts per H.P. Where the power factor is below 85 per cent the Commission reserves the right to compute the consumption on the basis of 85 per cent power factor.

Minimum monthly bill, Fifty Cents (50¢) per H.P. but not less than One Dollar (\$1.00)

When contemplating motor installations of over 2 H.P., the Commission should be consulted as to whether single or 3 phase is required.

Normal supply voltages and phase requirements are as follows:

Under $\frac{1}{2}$ H.P. 115 volts single phase

$\frac{1}{2}$ H.P. and up to 3 H.P. 230 volts single phase

Over 3 H.P. and up to 5 H.P. 230 volts single or 3 phase

Over 5 H.P. 230 volts 3 phase

All motors must be equipped with approved starting devices to minimize line disturbances while starting.

SCHEDULE "60" - INDUSTRIAL POWER: This schedule applies to power installations where the lowest maximum demand is computed at 25 K.W.

Energy Charge:

First 1000 K.W.H. per month Four Cents (4¢) per K.W.H.

Next 4000 K.W.H. per month Three and One Half Cents (3.5¢) per K.W.H.

Next 5000 K.W.H. per month Two and One Half Cents (2.5¢) per K.W.H.

All Over 10,000 K.W.H. per month One and Three-quarter Cents (1.75¢) per K.W.H.

Minimum monthly bill Fifty Cents (50¢) per H.P. of connected load.

In applying this schedule to the City's power load, the various City power services shall be combined and treated as one service.

Notwithstanding rates or charges quoted in Schedule "50" or "60" the Commission reserves the right to quote special rates or charges where the load conditions warrant, in conformity with the Commission's policy of supply at cost.

Where the power factor is below 85 per cent the Commission reserves the right to compute the consumption on the basis of 85 per cent power factor.

SCHEDULE "70" - STREET LIGHTING:

Monthly Charge - flat rate, including lamp maintenance and replacement:

\$1.25 per month for each 100 c.p. series lamp

\$2.50 per month for each 400 c.p. series lamp

\$1.75 per month for each 100 watt multiple lamp

\$2.00 per month for each 150 watt multiple lamp

\$3.00 per month for each 250 watt multiple lamp

\$3.50 per month for each 300 watt multiple lamp

\$2.50 per month for each ornamental standard consisting of one 100 watt and two 60 watt lamps.

\$3.50 per month for each ornamental standard consisting of one 100 watt and four 60 watt lamps.

\$1.00 per month for each "No. U Turn" sign illuminated with four 60 watt lamps.

GENERAL CONDITIONS

EXTENSIONS - Extensions within the limits of the City, after the completion of the initial construction, may be made without the payment to the Commission of any construction charges, provided such extensions do not cost more than \$50.00 in the case of a residence service, \$75.00 in the case of a street light, and \$100.00 in the case of any other service, and provided the Commission is satisfied as regards the prospective revenue to be received as a result of the extension.

DEPOSITS - Deposit amounts as follows will be collected by the Commission, on which interest will be allowed and credited to the consumer at June 30 each year.

Amounts of Deposit:

Schedules "10" and "20"	\$3.00
Schedule "40"	\$5.00
Schedule "50"	\$5.00
Schedule "60"	\$25.00

The Commission reserves the right to increase the amount of the deposit for commercial, power, and industrial services where the average monthly account is found to be in excess of the amounts of the deposits mentioned herein.

The consumer may, in lieu of paying a deposit, furnish to the Commission a bond satisfactory to the Commission for such an amount as the Commission may require.

RE-CONNEC-After cut-off for non-payment, the fee for each re-connection will FEES be \$2.00. The Commission reserves the right to increase the amount of deposit before any cut-off consumer is re-connected.

CONNECTED-In reckoning "connected load", the nearest multiple of 200 below LOAD the total watts installed shall be taken for billing purposes, e.g., a total of 1,540 watts shall be taken as 1,400 watts connected load; provided, however, that the connected load shall for billing purposes be taken in all cases to be not less than 1 K.W.

MAXIMUM DEMAND Where the connected load exceeds 2 K.W., the Commission on request will install a maximum demand indicator, and in the event of the demand indicator registering a lower demand than the connected load, then for billing purposes the service charge and hours of use shall be based on the maximum demand thus established and not on the connected load, but in no case shall this maximum demand be taken as less than 2 K.W.

Maximum demand once established by this method shall be the billing demand until either the Commission or the consumer requests a re-check of the figures.

Where a demand meter is installed to re-check the demand at the request of the consumer, a charge of \$3.00 shall be made covering the cost of the test.

SHORT TERM In cases where the contemplated service is for a period of less SERVICES than one year, the Commission reserves the right to charge rates other than those quoted above.