

Memorandum



Ministry of Government Relations

From: Donna Harpauer
Minister of Government Relations and
Minister Responsible for First Nations, Métis and
Northern Affairs

To: Greg Brkich
Chair
Intergovernmental Affairs and Justice Committee

Re: **Grants in Lieu Contracts**

Date: June 13, 2017
Phone: (306) 787-6100
Fax: (306) 787-0399
File:



Dear Chair:

At the May 9, 2017, meeting of the IAJ Committee, members requested copies of agreements between SaskPower and SaskEnergy and various Saskatchewan municipalities. I am pleased to provide copies of those agreements.

Please forward this information to the Committee on my behalf.

Thank you.

Donna Harpauer

Attachments

THIS AGREEMENT made in duplicate the 22 day of July 1958
BETWEEN:

SASKATCHEWAN POWER CORPORATION,
a Crown Corporation in the Province of
Saskatchewan, hereinafter called "the
Corporation"

of the first part;

- and -

THE CITY OF ESTEVAN, a Municipal
Corporation in the Province of Saskatchewan,
hereinafter called "the City"

of the second part;

WHEREAS the Corporation proposes to undertake the
distribution, sale and supply of natural gas within the City;

AND WHEREAS the City has agreed to relinquish its right
to undertake the distribution, sale and supply of natural gas within the
City as a municipal public work in favour of the Corporation, subject to
the terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. (a) The Corporation shall, during 1958, construct in a good,
substantial and workmanlike manner, and in accordance with good
engineering practice, a natural gas distribution system in the City and
shall execute its construction so as to cause the minimum interference
with the City's services and minimum inconvenience to the public.

(b) The Corporation shall submit plans showing the proposed
location of pipes under streets and lanes within the City to the Council of
the City before commencing construction, and shall, following installation
of pipes, restore the surface of streets and lanes as nearly as possible to
original condition.

(c) All construction work shall be executed by the Corporation,
its servants or agents, according to law and with every reasonable
precaution for the safety of the public and the protection of private and
public property.

✓ 2. (a) The Corporation shall pay to the City annually, as a
payment in lieu of taxes, so long as this Agreement shall remain in force

the following percentages of the gross revenue of the Corporation derived from the sale of gas within the City, namely:

First Year - 1%

Second Year - 2%

Third Year - 3%

Fourth Year - 4%

Fifth Year and every year thereafter - 5%

The foregoing annual payment in lieu of taxes shall be paid to the City yearly, half-yearly or quarterly as may be mutually agreed.

(b) For the purposes of this clause, this Agreement shall become effective from the first day of November, 1958.

(c) There shall be excluded from gross revenue of the Corporation derived from the sale of gas within the City revenue derived from the sale of gas to industrial rate customers other than those located within the corporate limits of the City as constituted at the date of this Agreement. There shall also be excluded from the gross revenue of the Corporation derived from the sale of gas within the City the value of gas used by the Corporation for the heating of buildings belonging to the Corporation within the City or for other purposes connected with or incidental to the operations of the Corporation within the City.

3. The Corporation shall furnish the City, on or before the first day of January in each year, with an estimate of the anticipated amount of the payment to be made to the City in the next ensuing year under the provisions of clause 2.

4. The Corporation shall make available to the City as soon as the same become available each year, audited statements of the sale of gas within the City during the preceding year.

✓ 5. The City's auditors shall have access at all reasonable times to the records of the Corporation maintained with respect to the sale of gas within the City in order to determine that payments by the Corporation to the City under the provisions of clause 2 are in accordance with the provisions of this Agreement.

6. The Corporation agrees to indemnify and save harmless

the City 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 whomsoever caused by or arising out of or in any way attributable to any act done by, or any omission of the Corporation, its agents or servants in constructing, maintaining and/or operating the said distributing system, including all costs and expense which the City may incur or be put to in connection with all such claims or actions.

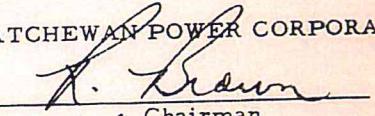
7. If any dispute shall arise between the parties to this Agreement relating to any matter covered by this Agreement, except with respect to the construction or interpretation of this Agreement, such dispute shall be submitted to arbitration at the instance of either party in accordance with the provisions of The Arbitration Act of the Province of Saskatchewan.

8. This Agreement shall remain in force from year to year from and after the date specified in subclause (b) of clause 2 until terminated by mutual agreement of the parties hereto.

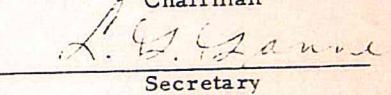
9. This Agreement shall enure to the benefit of and be made binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals, duly attested by the hands of their proper officers in that behalf, the day and year first above written.

SASKATCHEWAN POWER CORPORATION

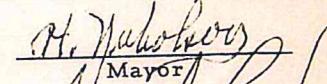


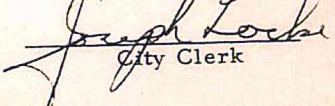
Chairman



Secretary

THE CITY OF ESTEVAN



Mayor


City Clerk

THIS AGREEMENT made in duplicate the 26th day of March, 1956,

BETWEEN;

SASKATCHEWAN POWER CORPORATION, a Crown Corporation in the Province of Saskatchewan, hereinafter called "the Corporation"

of the first part;

- and -

THE CITY OF MOOSE JAW, a Municipal Corporation in the Province of Saskatchewan, hereinafter called "the City"

of the second part;

WHEREAS the Corporation proposes to undertake the distribution, sale and supply of natural gas within the City;

AND WHEREAS the City has agreed to relinquish its right to undertake the distribution, sale and supply of natural gas within the City as a municipal public work in favour of the Corporation, subject to the terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. (a) The Corporation shall construct in a good, substantial and workmanlike manner, and in accordance with good engineering practice, a natural gas distribution system in the City and shall execute its construction so as to cause the minimum interference with the City's services and minimum inconvenience to the public.

(b) The Corporation shall submit plans showing the proposed location of pipes on streets and lanes within the City to the Council of the City and shall receive the approval of Council thereto before commencing construction, provided that such approval shall not be unreasonably withheld.

(c) All construction work shall be executed by the Corporation, its servants or agents, according to Law and with every reasonable precaution for the safety of the public and the protection of private property.

2. The Corporation shall at all times wholly indemnify the City from and against all loss, cost, damage, injury and expense to which

the City may be put by reason of any damage or injury to persons or property resulting from the imprudence, neglect or want of skill of the employees or agents of the Corporation in connection with the construction, maintenance or operation of the distribution system.

3. (a) The Corporation shall pay to the City annually, as a payment in lieu of taxes, so long as this Agreement shall remain in force, the following percentages of the gross revenue of the Corporation derived from the sale of gas within the City, namely:-

First Year - 1%

Second Year - 2%

Third Year - 3%

Fourth Year - 4%

Fifth Year and every year thereafter - 5%

The foregoing annual payment in lieu of taxes shall be paid to the City yearly, half-yearly or quarterly as may be mutually agreed.

(b) For the purposes of this clause, this Agreement shall become effective from the first day of September, 1956. A.G.

4. The Corporation shall furnish the City, on or before the First day of January in each year, with an estimate of the anticipated amount of the payment to be made to the City in the next ensuing year under the provisions of clause 1.

5. The Corporation shall make available to the City as soon as the same become available each year, audited statements of the sale of gas within the City during the preceding year.

6. The City's auditors shall have access at all reasonable times to the records of the Corporation maintained with respect to the sale of gas within the City in order to determine that payments by the Corporation

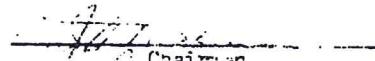
to the City under the provisions of clause 3 are in accordance with the provisions of this Agreement.

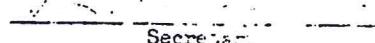
7. This Agreement shall remain in force from year to year from and after the date specified in subclause (b) of clause 3 until terminated by mutual agreement of the parties hereto.

8. This Agreement shall enure to the benefit of and be made binding upon the parties hereto and their respective successors and assigns.

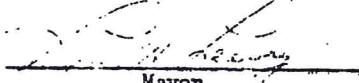
IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals, duly attested by the hands of their proper officers in that behalf, the day and year first above written.

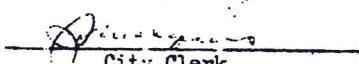
SASKATCHEWAN POWER CORPORATION


Chairman


Secretary

THE CITY OF MOOSE JAW


Mayor


City Clerk

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JPS

THIS AGREEMENT made in duplicate the 3rd day of April, 1956,

BETWEEN:

SASKATCHEWAN POWER CORPORATION, a Crown Corporation in the Province of Saskatchewan, hereinafter called "the Corporation"

of the first part;

-- and --

THE CITY OF NORTH BATTLEFORD, a Municipal Corporation in the Province of Saskatchewan, hereinafter called "the City"

of the second part;

WHEREAS the Corporation proposes to undertake the distribution, sale and supply of natural gas within the City;

AND WHEREAS the City has agreed to relinquish its right to undertake the distribution, sale and supply of natural gas within the City as a municipal public work in favour of the Corporation, subject to the terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. (a) The Corporation shall construct in a good, substantial and workmanlike manner, and in accordance with good engineering practice, a natural gas distribution system in the City and shall execute its construction so as to cause the minimum interference with the City's services and minimum inconvenience to the public.

(b) The Corporation shall submit plans showing the proposed location of pipes on streets and lanes within the City to the Council of the City and shall receive the approval of Council thereto before commencing construction, provided that such approval shall not be unreasonably withheld.

(c) All construction work shall be executed by the Corporation, its servants or agents, according to Law and with every reasonable precaution for the safety of the public and the protection of private property.

2. The Corporation shall at all times wholly indemnify the

City from and against all loss, cost, damage, injury and expense to which the City may be put by reason of any damage or injury to persons or property resulting from the imprudence, neglect or want of skill of the employees or agents of the Corporation in connection with the construction, maintenance or operation of the distribution system, unless the cause of such loss, cost, damage, injury or expense can be traced elsewhere.

3. (a) The Corporation shall pay to the City annually, as a payment in lieu of taxes, so long as this Agreement shall remain in force, the following percentages of the gross revenue of the Corporation derived from the sale of gas within the City, namely:-

First Year - 1%

Second Year - 2%

Third Year - 3%

Fourth Year - 4%

Fifth Year and every year thereafter - 5%

The foregoing annual payment in lieu of taxes shall be paid to the City yearly, half-yearly or quarterly as may be mutually agreed.

(b) For the purposes of this clause, this Agreement shall become effective from the First day of August, 1956.

4. The Corporation shall furnish the City, on or before the First day of January in each year, with an estimate of the anticipated amount of the payment to be made to the City in the next ensuing year under the provisions of clause 3. (a) *1st May 1956*.

5. The Corporation shall make available to the City as soon as the same become available each year, audited statements of the sale of gas within the City during the preceding year.

6. The City's auditors shall have access at all reasonable times to the records of the Corporation maintained with respect to the sale of gas within the City in order to determine that payments by the

Corporation to the City under the provisions of clause 3 are in accordance with the provisions of this Agreement.

7. This Agreement shall remain in force from year to year from and after the date specified in subclause (b) of clause 3 until terminated by mutual agreement of the parties hereto.

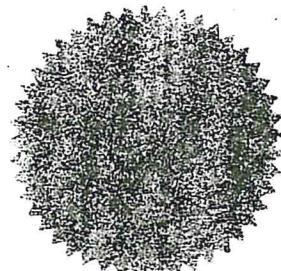
8. This Agreement shall ensue to the benefit of and be made binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto
affixed their corporate seals, duly attested by the hands of their proper
officers in that behalf, the day and year first above written.

SASKATCHEWAN POWER CORPORATION

W. H. Cook
Chairman
L. G. Gardner
Secretary

THE CITY OF NORTH BATTLEFORD



John W. Mohr
Mayor
John J. Kavanagh
City Clerk

P. Albert *Go*
THIS AGREEMENT made in duplicate the 22nd day of May, 1956,

BETWEEN:

SASKATCHEWAN POWER CORPORATION, a Crown Corporation in the Province of Saskatchewan, hereinafter called "the Corporation"

of the first part;

- and -

THE CITY OF PRINCE ALBERT, a Municipal Corporation in the Province of Saskatchewan, hereinafter called "the City"

of the second part;

WHEREAS the Corporation proposes to undertake the distribution, sale and supply of natural gas within the City;

AND WHEREAS the City has agreed to relinquish its right to undertake the distribution, sale and supply of natural gas within the City as a municipal public work in favour of the Corporation, subject to the terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. (a) The Corporation shall construct in a good, substantial and workmanlike manner, and in accordance with good engineering practice, a natural gas distribution system in the City, and shall execute its construction so as to cause the minimum interference with the City's services and minimum inconvenience to the public.

(b) The Corporation shall submit plans showing the proposed location of pipes on streets and lanes within the City to the Council of the City and shall receive the approval of Council thereto before commencing construction, provided that such approval shall not be unreasonably withheld.

(c) All construction work shall be executed by the Corporation, its servants or agents, according to Law and with every reasonable precaution for the safety of the public and the protection of private property.

2. The Corporation shall at all times wholly indemnify

the City from and against all costs, damage, injury and expense to which the City may be put by reason of any damage or injury to persons or property resulting from the construction, maintenance or operation by the Corporation of the said distribution system.

3. (a) The Corporation shall pay to the City annually, as a payment in lieu of taxes, so long as this Agreement shall remain in force, the following percentages of the gross revenue of the Corporation derived from the sale of gas within the City, namely:-

First Year - 1%

Second Year - 2%

Third Year - 3%

Fourth Year - 4%

Fifth Year and every year thereafter - 5%

The foregoing annual payment may be paid to the City yearly, half-yearly or quarterly and at such times as may be mutually agreed.

(b) For the purposes of this clause, this Agreement shall come into force from the First day of September, 1955.

(c) There shall be excluded from the operation of this section, revenues received by the Corporation from the sale of gas to the power plant operated by the Corporation in the City.

4. The Corporation shall furnish the City, on or before the First day of January in each year, with an estimate of the anticipated amount of the payment to be made to the City in the next ensuing year under the provisions of clause 3.

5. The Corporation shall make available to the City as soon as the same become available each year, audited statements of the sale of gas within the City during the preceding year.

6. The City's auditors shall have access at all reasonable times to the records of the Corporation maintained with respect to the sale of gas within the City in order to determine that payments by the Corporation

to the City under the provisions of clause 3 are in accordance with the provisions of this Agreement.

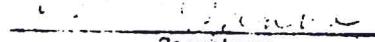
7. This Agreement shall remain in force from year to year from and after the date specified in subclause (b) of clause 3 until terminated by mutual agreement of the parties hereto.

8. This Agreement shall ensue to the benefit of and be made binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals, duly attested by the hands of their proper officers in that behalf, the day and year first above written.

SASKATCHEWAN POWER CORPORATION


Chairman


Secretary

THE CITY OF PRINCE ALBERT


Mayor


City Clerk

THIS AGREEMENT made in duplicate the 27th day of June, 1957.

BETWEEN:

SASKATCHEWAN POWER CORPORATION, a Crown Corporation in the Province of Saskatchewan, hereinafter called "the Corporation"

of the first part;

- and -

THE CITY OF REGINA, a Municipal Corporation in the Province of Saskatchewan, hereinafter called "the City"

of the second part;

WHEREAS the Corporation proposes to undertake the distribution, sale and supply of natural gas within the City;

AND WHEREAS the City has agreed to relinquish its right to undertake the distribution, sale and supply of natural gas within the City as a municipal public work in favour of the Corporation, subject to the terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. (a) The Corporation shall, during 1957, construct in a good, substantial and workmanlike manner, and in accordance with good engineering practice, a natural gas distribution system in the City and shall execute its construction so as to cause the minimum interference with the City's services and minimum inconvenience to the public.

(b) The Corporation shall submit plans showing the proposed location of pipes under streets and lanes within the City to the Council of the City before commencing construction, and shall, following installation of pipes, restore the surface of streets and lanes to original condition.

(c) All construction work shall be executed by the Corporation, its servants or agents, according to Law and with every reasonable precaution for the safety of the public and the protection of private and public property.

2. (a) The Corporation shall pay to the City annually, as a payment in lieu of taxes, so long as this Agreement shall remain in force, the following percentages of the gross revenue of the Corporation derived from the sale of gas within the City, namely:

First Year - 1%

Second Year - 2%

REGINA

Gas

Third Year - 3%

Fourth Year - 4%

Fifth Year and every year thereafter - 5%

The foregoing annual payment in lieu of taxes shall be paid to the City yearly, half-yearly or quarterly as may be mutually agreed.

(b) For the purpose only of applying the foregoing percentage to the gross revenue of the Corporation derived from the sale of gas within the City during the first four years of the Agreement, it is agreed by the Corporation that should the gross revenue in any one of the first four years exceed the estimated amount thereof as hereinafter set forth, the amount of such excess shall be deemed to have been gross revenue derived the year next following, but such excess amount shall not have the effect of increasing either the amount of the actual gross revenue derived the year next following or the estimated amount thereof as hereinafter set forth.

The following are the estimated gross revenues to be derived by the Corporation from the sale of gas within the City during the first four years of this Agreement:

First year	\$ 1,595,986.00
Second year	2,088,938.00
Third year	2,615,914.00
Fourth year	3,004,713.00

(c) For the purposes of this clause, this Agreement shall become effective from the first day of November, 1957.

(d) There shall be excluded from gross revenue of the Corporation derived from the sale of gas within the City revenue derived from the sale of gas to the Government of the Province of Saskatchewan or any of its Departments, Commissions, Boards or other agencies for the operation of the power Plant or the heating of the Legislative Building and associated administrative buildings or other buildings located on the Legislative grounds of the Province of Saskatchewan within the City, or to the University of Saskatchewan for the heating of Regina College and associated buildings administered by the University of Saskatchewan within the City, or to industrial rate customers other than those located within the corporate limits of the City as constituted at the date of this Agreement. There shall also be excluded from the gross revenue of the Corporation derived from the sale of gas within the City the value of gas used by the Corporation for the heating of buildings belonging to the Corporation within the City or for other

within the City.

- ✓ 3. The Corporation shall furnish the City, on or before the first day of January in each year, with an estimate of the anticipated amount of the payment to be made to the City in the next ensuing year under the provisions of clause 2.
- ✓ 4. The Corporation shall make available to the City as soon as the same become available each year, audited statements of the sale of gas within the City during the preceding year.
- ✓ 5. The City's auditors shall have access at all reasonable times to the records of the Corporation maintained with respect to the sale of gas within the City in order to determine that payments by the Corporation to the City under the provisions of clause 2 are in accordance with the provisions of this Agreement.
6. The Corporation agrees to indemnify and save harmless the City 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 whomsoever caused by or arising out of or in any way attributable to any act done by, or any omission of the Corporation, its agents or servants in constructing, maintaining and/or operating the said distributing system, including all costs and expense which the City may incur or be put to in connection with all such claims or actions.
7. If any dispute shall arise between the parties to this Agreement relating to any matter covered by this Agreement, except with respect to the construction or interpretation of this Agreement, such dispute shall be submitted to arbitration at the instance of either party in accordance with the provisions of The Arbitration Act of the Province of Saskatchewan.
8. This Agreement shall remain in force from year to year from and after the date specified in subclause (c) of clause 2 until terminated by mutual agreement of the parties hereto.
9. This Agreement shall enure to the benefit of and be made binding upon the parties hereto and their respective successors and assigns.
10. This Agreement is subject to the execution of a contract for the sale of gas for use in the City Power Plant the terms of which shall be essentially as contained in a draft agreement.

October, 1956.

- 4 -

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals, duly attested by the hands of their proper officers in that behalf, the day and year first above written.

SASKATCHEWAN POWER CORPORATION

R. Brown
Chairman

C. G. Stanne
Secretary

THE CITY OF REGINA

J. Headburn
Mayor

J. E. Johnson
City Clerk

THIS AGREEMENT made in duplicate, this 16th
day of March A.D. 1954.

BETWEEN:

THE SASKATCHEWAN POWER CORPORATION,
hereinafter called the "Corporation"

OF THE FIRST PART

- and -

THE CITY OF SASKATOON,
hereinafter called the
"City"

OF THE SECOND PART

WHEREAS the City has agreed to relinquish
its right to undertake the distribution of natural gas
in the City of Saskatoon in favor of the Corporation
subject to the terms and conditions hereinafter set out
and agreed to by the Corporation;

NOW THEREFORE THIS AGREEMENT WITNESSETH:

✓ 1. (a) The Corporation shall pay to the City
on or before the first day of January, April, July and
October in each year the sum of money equal to the
following percentages of the gross revenue of the
Corporation from the sale of gas within the City of
Saskatoon, namely:

First year	.....	1%
Second year	.....	2%
Third year	.....	3%
Fourth year	.....	4%
Fifth year and thereafter	.....	5%;

(b) The first year of operation for the
purposes of this section shall be October 1, 1953, to
October 1, 1954; and

(c) There shall be excluded from the
operation of this section, revenues received by the
Corporation from the sale of gas to the power plant
operated by the Corporation, and to the University of

Saskatchewan.

✓ 2. The Corporation shall supply the City with an estimate of the anticipated amount of the payments to be made to the City in the next ensuing year under clause 1 by the first day of January in each year.

✓ 3. The Corporation shall provide the City with audited statements of the sale of gas within the City of Saskatoon at least once per year for the City's checking purposes.

✓ 4. The City's auditors shall have access at all reasonable times to the books of the Corporation in order to check the accounts with respect to the payments to be made under this agreement.

5. The Corporation shall submit plans of all construction on the streets and lanes of the City to the City before commencing construction and shall execute its works so as to not interfere unduly with the City's services or the convenience of the public.

6. All work shall be executed by the Corporation or its servants or agents according to law and with every reasonable precaution for the safety of the public and their private property.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals duly attested by the hands of their proper officers in that behalf, the day and year first above written.

THE SASKATCHEWAN POWER CORPORATION

L. G. Ganne
L. G. Ganne
Secretary

THE CITY OF SASKATOON

J. A. Taylor
J. A. Taylor
Mayor
J. Anderson
J. Anderson
City Clerk

THIS AGREEMENT made in duplicate the 19th day of August 1957.

BETWEEN:

SASKATCHEWAN POWER CORPORATION, a Crown Corporation in the Province of Saskatchewan, hereinafter called "the Corporation"

of the first part;

- and -

THE CITY OF SWIFT CURRENT, a Municipal Corporation in the Province of Saskatchewan, herein-after called "the City"

of the second part;

WHEREAS the Corporation proposes to undertake the distribution, sale and supply of natural gas within the City;

AND WHEREAS the City has agreed to relinquish its right to undertake the distribution, sale and supply of natural gas within the City as a municipal public work in favour of the Corporation, subject to the terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. (a) The Corporation shall, during 1956, construct in a good, substantial and workmanlike manner, and in accordance with good engineering practice, a natural gas distribution system in the City and shall execute its construction so as to cause the minimum interference with the City's services and minimum inconvenience to the public.

(b) The Corporation shall submit plans showing the proposed location of pipes under streets and lanes within the City to the Council of the City before commencing construction, and shall, following installation of pipes, restore the surface of streets and lanes to original condition.

(c) All construction work shall be executed by the Corporation, its servants or agents, according to Law and with every reasonable precaution for the safety of the public and the protection of private and public property.

2. (a) The Corporation shall pay to the City annually, as a payment in lieu of taxes, so long as this Agreement shall remain in force, the following percentages of the gross revenue of the Corporation derived from the sale of gas within the City, namely:

First Year - 1%

Second Year - 2%

Third Year - 3%

Fourth Year - 4%

Fifth Year and every year thereafter - 5%

The foregoing annual payment in lieu of taxes shall be paid to the City yearly, half-yearly or quarterly as may be mutually agreed.

(b) For the purpose only of applying the foregoing percentages to the gross revenue of the Corporation derived from the sale of gas within the City during the first four years of the Agreement, it is agreed by the Corporation that should the gross revenue in any one of the first four years exceed the estimated amount thereof as hereinafter set forth, the amount of such excess shall be deemed to have been gross revenue derived the year next following, but such excess amount shall not have the effect of increasing either the amount of the actual gross revenue derived the year next following or the estimated amount thereof as hereinafter set forth.

The following are the estimated gross revenues to be derived by the Corporation from the sale of gas within the City during the first four years of this Agreement:

First Year - \$196,200.00

Second Year - 253,400.00

Third Year - 303,600.00

Fourth Year - 349,300.00

(c) For the purposes of this clause, this Agreement shall become effective from the first day of November, 1956.

(d) There shall be excluded from gross revenue of the Corporation derived from the sale of gas within the City revenue derived from the sale of gas to industrial rate customers other than those located within the corporate limits of the City as constituted at the date of this Agreement. There shall also be excluded from the gross revenue of the Corporation derived from the sale of gas within the City the value of gas used by the Corporation for the heating of buildings belonging to the Corporation within the City or for other purposes connected with or incidental to the operations of the Corporation within the City.

first day of January in each year, with an estimate of the anticipated amount of the payment to be made to the City in the next ensuing year under the provisions of clause 2.

✓ 4. The Corporation shall make available to the City as soon as the same become available each year, audited statements of the sale of gas within the City during the preceding year.

✓ 5. The City's auditors shall have access at all reasonable times to the records of the Corporation maintained with respect to the sale of gas within the City in order to determine that payments by the Corporation to the City under the provisions of clause 2 are in accordance with the provisions of this Agreement.

6. The Corporation agrees to indemnify and save harmless the City 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 whomsoever caused by or arising out of or in any way attributable to any act done by, or any omission of the Corporation, its agents or servants in constructing, maintaining and/or operating the said distributing system, including all costs and expense which the City may incur or be put to in connection with all such claims or actions.

7. If any dispute shall arise between the parties to this Agreement relating to any matter covered by this Agreement, except with respect to the construction or interpretation of this Agreement, such dispute shall be submitted to arbitration at the instance of either party in accordance with the provisions of The Arbitration Act of the Province of Saskatchewan.

8. This Agreement shall remain in force from year to year from and after the date specified in subclause (c) of clause 2 until terminated by mutual agreement of the parties hereto.

9. This Agreement shall enure to the benefit of and be made binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto
affixed their corporate seals, duly attested by the hands of their proper
officers in that behalf, the day and year first above written.

SASKATCHEWAN POWER CORPORATION

I. Z. Green
Chairman

J. A. Thompson
Secretary

THE CITY OF SWIFT CURRENT

R. Ward
Mayor

J. A. Thompson
City Clerk

THIS AGREEMENT made in duplicate the 17th day of March, 1957.

BETWEEN:

SASKATCHEWAN POWER CORPORATION,
a Crown Corporation in the Province
of Saskatchewan, hereinafter called
"the Corporation"

of the first part,

- and -

THE CITY OF WEYBURN, a Municipal
Corporation in the Province of
Saskatchewan, hereinafter called
"the City"

of the second part;

WHEREAS the Corporation proposes to undertake the
distribution, sale and supply of natural gas within the City;

AND WHEREAS the City has agreed to relinquish its right to
undertake the distribution, sale and supply of natural gas within the
City as a municipal public work in favour of the Corporation, subject to
the terms and conditions hereinafter set forth and during the currency
of this A.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. (a) The Corporation shall, during 1958, construct in a
good, substantial and workmanlike manner, and in accordance with good
engineering practice, a natural gas distribution system in the City and
shall execute its construction so as to cause the minimum interference
with the City's services and minimum inconvenience to the public.

(b) The Corporation shall submit plans showing the proposed
location of pipes under streets and lanes within the City to the Council
of the City before commencing construction, and shall, following
installation of pipes, restore the surface of streets and lanes as nearly
as possible to original condition.

(c) All construction work shall be executed by the
Corporation, its servants or agents, according to Law and with every
reasonable precaution for the safety of the public and the protection of
private and public property.

2. (a) The Corporation shall pay to the City annually, as a
payment in lieu of taxes, so long as this Agreement shall remain in force,

the following percentages of the gross revenue of the Corporation derived from the sale of gas within the City, namely:

First Year - 1%

Second Year - 2%

Third Year - 3%

Fourth Year - 4%

Fifth Year and every year thereafter - 5%

The foregoing annual payment in lieu of taxes shall be paid to the City yearly, half-yearly or quarterly as may be mutually agreed.

(b) For the purposes of this clause, this Agreement shall become effective from the first day of November, 1958.

(c) There shall be excluded from gross revenue of the Corporation derived from the sale of gas within the City revenue derived from the sale of gas to the Saskatchewan Hospital, Weyburn, and to industrial rate customers other than those located within the corporate limits of the City as constituted at the date of this Agreement. There shall also be excluded from the gross revenue of the Corporation derived from the sale of gas within the City the value of gas used by the Corporation for the heating of buildings belonging to the Corporation within the City or for other purposes connected with or incidental to the operations of the Corporation within the City.

✓ 3. The Corporation shall furnish the City, on or before the first day of January in each year, with an estimate of the anticipated amount of the payment to be made to the City in the next ensuing year under the provisions of clause 2.

✓ 4. The Corporation shall make available to the City as soon as the same become available each year, audited statements of the sale of gas within the City during the preceding year.

✓ 5. The City's auditors shall have access at all reasonable times to the records of the Corporation maintained with respect to the sale of gas within the City in order to determine that payments by the Corporation to the City under the provisions of clause 2 are in accordance with the provisions of this Agreement.

6. The Corporation agrees to indemnify and save harmless the City 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 whomsoever caused by or arising out of or in any way attributable to the Corporation distributing, supplying and selling Natural Gas within the City whether same arises from any negligence of the Corporation or not, and without limiting the generality thereof to include where same is attributed to any act done by, or any omission of, the Corporation, agents or servants in constructing, maintaining and, or operating the said distributing system, including all costs and expense which the City may incur or be put to in connection with all such claims or actions.

7. If any dispute shall arise between the parties to this Agreement relating to any matter covered by this Agreement, except with respect to the construction or interpretation of this Agreement, such dispute shall be submitted to arbitration at the instance of either party in accordance with the provisions of The Arbitration Act of the Province of Saskatchewan.

8. This Agreement shall remain in force from year to year from and after the date specified in subclause (b) of clause 2 until terminated by mutual agreement of the parties hereto.

9. This Agreement shall enure to the benefit of and be made binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto affixed
their corporate seals, duly attested by the hands of their proper
officers in that behalf, the day and year first above written.

SASKATCHEWAN POWER CORPORATION

R. Brown Chairman

L. G. Lawrence
Secretary

THE CITY OF WEYBURN

J. B. Hamby Mayor

W. J. Knall
Clerk

THIS AGREEMENT made in duplicate the 2nd day of March 1959.

BETWEEN:

SASKATCHEWAN POWER CORPORATION,
a Crown Corporation in the Province of
Saskatchewan, hereinafter called "the
Corporation"

of the first part;

- and -

THE CITY OF YORKTON, a Municipal
Corporation in the Province of Saskatchewan,
hereinafter called "the City"

of the second part;

WHEREAS the Corporation proposes to undertake the
distribution, sale and supply of natural gas within the City;

AND WHEREAS the City has agreed to relinquish its right
to undertake the distribution, sale and supply of natural gas within the
City as a municipal public work in favour of the Corporation, subject to
the terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. (a) The Corporation shall, during 1959, construct in a
good, substantial and workmanlike manner, and in accordance with good
engineering practice, a natural gas distribution system in the City and
shall execute its construction so as to cause the minimum interference
with the City's services and minimum inconvenience to the public.

(b) The Corporation shall submit plans showing the
proposed location of pipes under streets and lanes within the City to the
Council of the City before commencing construction, and shall, following
installation of pipes, restore the surface of streets and lanes as nearly as
possible to original condition.

(c) All construction work shall be executed by the Corporation,
its servants or agents, according to Law and with every reasonable
precaution for the safety of the public and the protection of private and
public property.

2. (a) The Corporation shall pay to the City annually, as a
payment in lieu of taxes, so long as this Agreement shall remain in force,

the following percentages of the gross revenue of the Corporation derived from the sale of gas within the City, namely:

First Year - 1%

Second Year - 2%

Third Year - 3%

Fourth Year - 4%

Fifth Year and every year thereafter - 5%

The foregoing annual payment in lieu of taxes shall be paid to the City yearly, half-yearly or quarterly as may be mutually agreed.

(b) For the purposes of this clause, this Agreement shall become effective from the first day of November, 1959.

(c) There shall be excluded from gross revenue of the Corporation derived from the sale of gas within the City revenue derived from the sale of gas to industrial rate customers other than those located within the corporate limits of the City as constituted at the date of this Agreement. There shall be excluded from gross revenue of the Corporation derived from the sale of gas within the City the value of gas used by the Corporation for the heating of buildings belonging to the Corporation within the City or for other purposes connected with or incidental to the operations of the Corporation within the City.

3. The Corporation shall furnish the City, on or before the first day of January in each year, with an estimate of the anticipated amount of the payment to be made to the City in the next ensuing year under the provisions of clause 2.

4. The Corporation shall make available to the City as soon as the same become available each year, audited statements of the sale of gas within the City during the preceding year.

5. The City's auditors shall have access at all reasonable times to the records of the Corporation maintained with respect to the sale of gas within the City in order to determine that payments by the Corporation to the City under the provisions of clause 2 are in accordance with the provisions of this Agreement.

6. The Corporation agrees to indemnify and save

Copy of Minutes

the following percentages of the gross revenue of the Corporation derived from the sale of gas within the City, namely:

First Year - 1%

Second Year - 2%

Third Year - 3%

Fourth Year - 4%

Fifth Year and every year thereafter - 5%

The foregoing annual payment in lieu of taxes shall be paid to the City yearly, half-yearly or quarterly as may be mutually agreed.

(b) For the purposes of this clause, this Agreement shall become effective from the first day of November, 1959.

(c) There shall be excluded from gross revenue of the Corporation derived from the sale of gas within the City revenue derived from the sale of gas to industrial rate customers other than those located within the corporate limits of the City as constituted at the date of this Agreement. There shall also be excluded from the gross revenue of the Corporation derived from the sale of gas within the City the value of gas used by the Corporation for the heating of buildings belonging to the Corporation within the City or for other purposes connected with or incidental to the operations of the Corporation within the City.

3. The Corporation shall furnish the City, on or before the first day of January in each year, with an estimate of the anticipated amount of the payment to be made to the City in the next ensuing year under the provisions of clause 2.

4. The Corporation shall make available to the City as soon as the same become available each year, audited statements of the sale of gas within the City during the preceding year.

5. The City's auditors shall have access at all reasonable times to the records of the Corporation maintained with respect to the sale of gas within the City in order to determine that payments by the Corporation to the City under the provisions of clause 2 are in accordance with the provisions of this Agreement.

6. The Corporation agrees to indemnify and save harmless

the City 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 whomsoever caused by or arising out of or in any way attributable to any act done by, or any omission of the Corporation, its agents or servants in constructing, maintaining and/or operating the said distributing system, including all costs and expense which the City may incur or be put to in connection with all such claims or actions.

7. If any dispute shall arise between the parties to this Agreement relating to any matter covered by this Agreement, except with respect to the construction or interpretation of this Agreement, such dispute shall be submitted to arbitration at the instance of either party in accordance with the provisions of The Arbitration Act of the Province of Saskatchewan.

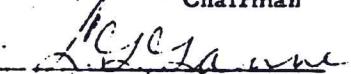
8. This Agreement shall remain in force from year to year from and after the date specified in subclause (b) of clause 2 until terminated by mutual agreement of the parties hereto.

9. This Agreement shall enure to the benefit of and be made binding upon the parties hereto and their respective successors and assigns.

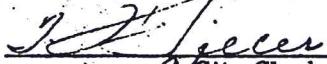
IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals, duly attested by the hands of their proper officers in that behalf, the day and year first above written.

SASKATCHEWAN POWER CORPORATION


A. Brown
Chairman


G. C. Lawrence
Secretary

THE CITY OF YORKTON


W. Z. Fichtner
Mayor

J. H. Geeser
City Clerk