

THIS AGREEMENT made in duplicate the *14th* day of

June, 19*48*.

BETWEEN:

The Town of ESTEVAN, a municipal
corporation in the Province of Saskatchewan,
herein called "the Town;

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, herein called "the
Commission"

of the Second Part,

WHEREAS the Commission is willing to supply electrical
energy to the Town and to the inhabitants of the Town at the rates
and on the terms herein set forth, which are agreed to by the Town;

AND WHEREAS this Agreement has been submitted to and ap-
proved by the Lieutenant Governor of Saskatchewan in Council:

NOW THEREFORE THIS AGREEMENT WITNESSETH that for the con-
siderations herein contained the parties hereto mutually covenant, pro-
mise and agree one with the other as follows:-

1. The Commission agrees, on, from and after the *first* day
of *July* 19*48*:
 - (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 Town and the inhabitants thereof;
 - (b) to maintain in the Town apparatus and equipment for the
distribution of electrical energy, reasonably sufficient
for the needs of the Town and such of the inhabitants there-
of as can in the judgment of the Commission be economically
served;
 - (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 Town commercially continuous twenty-four
hour electrical energy every day of the year, except as
provided for herein.
2. The Town agrees, 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 Town, or for the distribution or sale of electrical energy within the Town, or for the use of highways, roads, streets, lanes or other public places in the Town for any such purpose, or for the transmission of electrical energy;

~~(d) that the number of street lights to be used in the Town at the commencement of the supply of electrical energy under this Agreement shall not be less than lights of a capacity of at least 100 watts each. From time to time as the population of the Town increases (as shown by the latest Annual Report of the Department of Municipal Affairs), the number of street lights shall be increased so that the number shall be in the proportion of one lamp of 100 watts to every twenty of population. In the event of the population of the Town decreasing (as shown by the latest annual report of the said Department), the number of street lights shall, at the option of the Town, be decreased to such number as the Town may request, provided that the proportion of at least one light of 100 watts to every twenty of population is maintained. All street lights shall be standard multiple lights of at least the above mentioned capacity, and the location of all street lights shall be subject to the approval of the Town.~~

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 Town from any obligation under this Agreement.

4. (1) The Town and the Commission agree that the rates for the supply of electrical energy which the Commission shall charge the Town and consumers in the Town 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 Town 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 Town and by consumers in the Town 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 Town and the Commission agree that, subject to the provisions of sub-clause (5), the Commission shall pay to the Town in each year five per centum of the gross revenue of the Commission (not including therein the revenue from street lighting or the aftermentioned surcharge) derived from the supply of electrical energy within the Town.

*Forerunner
Surcharge*

(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 31st day of December 1947 shall be equivalent to five per centum of the gross revenue of the Commission (not including therein the revenue from street lighting or the aftermentioned surcharge) derived from the supply of electrical energy in the Town and included in accounts rendered on, from and after the *1st* day of *July* 1947.

(4) The Town 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 *1st* day of *July* 1947, 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 three months' notice in writing given by the Town 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 three months' notice in writing given by the Commission to the Town, 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) The Town hereby grants to and confers upon the Commission for the purposes of the distribution system in the Town the right to use the highways, streets, lanes and other public places in the Town, and in any area or areas which may hereafter be added to or incorporated with the Town, to the full extent to which the Town 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 Town shall be done in such manner as to cause the least possible interference with traffic.

8. 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.
9. This Agreement shall supersede any and all Agreements heretofore entered into with reference to the supply of electrical energy in the Town.

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

SEALED with the Corporate Seal of the
Town of ESTEVAN
and countersigned by

.....*H. Nicholson*.....and
.....*K. M. Lathier*.....the
Mayor and Town Clerk of the said Town
respectively.

.....*H. Nicholson*.....
Mayor

.....*K. M. Lathier*.....
Town 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

.....*John Smith*.....
.....*Robert A. Lathier*.....
.....*John A. Lathier*.....

.....*Halma Forrest Berry*.....

Donna for file 11-13-1969

THIS AGREEMENT made this *1st* day of *December*, A.D. 1969.

BETWEEN:

SASKATCHEWAN POWER CORPORATION,
with head office in the City of Regina,
in the Province of Saskatchewan,
(hereinafter called "the Corporation")

OF THE FIRST PART

- and -

THE CITY OF LLOYDMINSTER,
in the Province of Saskatchewan,
(hereinafter called "the City")

OF THE SECOND PART.

WHEREAS the Corporation supplies electrical energy to the City and to the inhabitants thereof residing within the existing limits of the City and without the limits of the City as they existed on the 1st day of January, 1958, within the Province of Saskatchewan;

AND WHEREAS the City desires to receive from the Corporation payments in lieu of taxes in accordance with the provisions of The Power Corporation Act and in accordance with the policy of the Corporation as it is applied in relation to other cities to which electrical energy is supplied by the Corporation in the Province of Saskatchewan.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

Payments
in Lieu
of Taxes

1. Subject to the exclusions referred to in clause 3, the City and the Corporation agree that in accordance with the provisions of subsection (2) of section 35 of The Power Corporation Act, being chapter 40 of the Revised Statutes of Saskatchewan, 1965, commencing the 1st day of September, 1969, the Corporation shall add to the monthly account for electrical energy of every customer resident within the limits of the City as they may exist from time to time but without the limits of the City as they existed on the 1st day of January, 1958, in the Province of Saskatchewan, a sum equal to ten percent (10%) thereof, and shall pay the proceeds of such additional charge to the City as a payment in lieu of taxes half yearly in July

Surcharge

and January in respect of each preceding six (6) month period, respectively.

Grant in
Lieu of
taxes

2. Subject to the exclusions referred to in clause 3, the City and the Corporation agree that the Corporation shall pay to the City each year as a grant in lieu of taxes, commencing the 1st day of January, 1970, a sum equal to five percent (5%) of the ^{net} gross revenue of the Corporation derived from the sale of electrical energy to customers residing within the limits of the City as they may exist from time to time, but without the limits of the City as they existed on the 1st day of January, 1958, in the Province of Saskatchewan. Payments shall be made by the Corporation to the City quarterly in April, July, October and January, in respect of revenue derived by the Corporation during each preceding three (3) month period, respectively.

Exclusions

3. (a) It is agreed between the City and the Corporation that the following accounts shall be excluded from the imposition of the additional charge provided for in clause 1, and the City further agrees that no payment shall be made by the Corporation to the City in respect thereof:

- (i) All accounts of the City for electrical energy supplied to it by the Corporation;
- (ii) The value of electrical energy used by the Corporation for the lighting of buildings belonging to or occupied by the Corporation or for other purposes connected with or incidental to the operations of the Corporation within the City.

(b) It is further agreed between the City and the Corporation that there shall be excluded from the computation of the grant in lieu of taxes provided for in clause 2 the following accounts, and the City agrees that no payment shall be made by the Corporation to the City in respect thereof:

- (i) All accounts of the City for electrical energy supplied to it by the Corporation;
- (ii) The value of electrical energy used by the Corporation for the lighting of buildings belonging to or occupied by the Corporation or for other purposes connected with or incidental to the operations of the Corporation within the City;

(iii) All accounts billed to customers supplied by

Surcharge

Grant

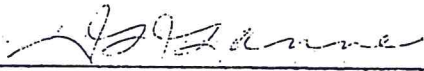
the Corporation at any time during the term of this Agreement having a billing demand in excess of two hundred (200) kva.

4. This Agreement shall be in force from the 1st day of September, 1969, for an initial term ending the 31st day of December, 1974, and thereafter from year to year, subject to termination by either party at the end of the initial term or at the end of any annual extension thereof by not less than six (6) months' notice in writing by the party desiring to terminate the Agreement.

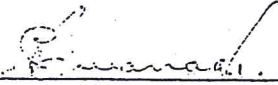
IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

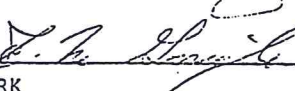
SASKATCHEWAN POWER CORPORATION


Chairman


Secretary

THE CITY OF LLOYDMINSTER


MAYOR


CITY CLERK

Bill Horgan's first title in T. Melfort file August 7/70

THIS AGREEMENT made in duplicate the *22* day of *June* 1949,
BETWEEN:

The Town of Melfort, a municipal corporation in the Province of Saskatchewan, herein called "the Town",

of the first part;

- and -

Saskatchewan Power Corporation, established under the provisions of The Crown Corporations Act, 1947, hereinafter called "the Corporation"

of the second part;

WHEREAS by an Agreement between the Town of Melfort and Canadian Utilities Limited dated the 16th day of September 1929, the Town granted a special franchise for the supply of electrical energy to the said Company;

AND WHEREAS by Agreements dated the 30th day of July 1934, 7th day of July 1941, and 17th day of September 1945, variations of certain of the terms of the said Franchise Agreement were made;

AND WHEREAS by an assignment dated the 24th day of March 1947, Canadian Utilities Limited assigned the said Franchise Agreement and all its rights thereunder to The Saskatchewan Power Commission;

AND WHEREAS under the provisions of an Order of the Lieutenant Governor in Council dated January 28th 1949, and made under the authority of The Power Commission Act as amended, and The Crown Corporations Act 1947, the Corporation was established and all the real and personal property of whatsoever nature of The Saskatchewan Power Commission was transferred to the Corporation;

AND WHEREAS the Corporation and the Town have agreed that the said Agreement between the Town of Melfort and Canadian Utilities Limited dated the 16th day of September as varied by the said Agreements dated the 30th day of July 1934, 7th day of July 1941 and 17th day of September 1945, shall be terminated and that the Corporation shall supply electrical energy to the Town and the inhabitants thereof on the terms and conditions hereafter set forth;

AND WHEREAS this Agreement has been submitted to and approved by the Lieutenant Governor of Saskatchewan in Council;

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

1. The Corporation agrees, on from and after the 1st day of January 1949,

- (a) To maintain plant and apparatus for the generation of, or to purchase, electrical energy at such place or places as the Corporation may determine, reasonably sufficient for the needs of the Town and the inhabitants thereof;
- (b) to maintain in the Town apparatus and equipment for the distribution of electrical energy, reasonably sufficient for the needs of the Town and such of the inhabitants thereof as can in the judgment of the Corporation be economically served;

- (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 Town commercially continuous twenty-four hour electrical energy every day of the year, except as provided for herein.

2. The Town agrees, on, from and after the date mentioned in clause 1:

- (a) That it will take electrical energy exclusively from the Corporation;
- (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 Town, or for the distribution or sale of electrical energy within the Town, or for the use of highways, roads, streets, lanes or other public places in the Town 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 Saskatchewan Power Commission with the approval of the Lieutenant Governor in Council under The Power Commission Act and any amendments thereto.

(2) In case the Corporation 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 Corporation, the Corporation 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 Corporation shall be prompt and diligent in removing the cause of such interruption, and as soon as the cause of such interruption is removed the Corporation shall, without delay, supply the said electrical energy. Such interruption shall not release the Town from any obligation under this Agreement.

4. (1) The Town and the Corporation agree that the rates for the supply of electrical energy which the Corporation shall charge the Town and consumers in the Town shall be those set out in the Schedules attached and numbered "10", "20", "40", "50", "60", "61", 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 Corporation 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 Town and the Corporation, that the rates provided for in subclause (1) of this clause will be reduced from time to time by the Corporation as and when, in the judgment of the Corporation, such reduction is warranted.

(4) Nothing herein contained shall prevent the Corporation 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 Corporation 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 Town and by consumers in the Town in accordance with such Regulations as may be made from time to time under the authority of The Power Commission Act and amendments thereto or other lawful authority.

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

(2) Payments by the Corporation 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 Corporation during the preceding half-year.

(3) The Town and the Corporation further agree that the Corporation shall add to all accounts for electrical energy supplied by the Corporation 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 1st day of January 1949, 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.

(4) The provisions of this clause 6 shall cease to be effective on three months' notice in writing given by the Town to the Corporation, expiring on the 31st day of December of any year, that it no longer desires to receive payment from the Corporation of the said percentage on gross revenue, or on three months' notice in writing given by the Corporation to the Town, 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) The Town hereby grants to and confers upon the Corporation for the purposes of the distribution system in the Town the right to use the highways, streets, lanes and other public places in the Town, and in any area or areas which may hereafter be added to or incorporated with the Town, to the full extent to which the Town itself could use such highways, streets, lanes and other public places for the said purposes.

(2) The Corporation 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 Town shall be done in such manner as to cause the least possible interference with traffic.

8. 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.

9. This Agreement shall supersede any and all Agreements heretofore entered into with reference to the supply of electrical energy in the Town.

IN WITNESS WHEREOF the Town and the Corporation have executed these presents the day and year first above written.

SEALED WITH the Corporate Seal of the
Town of Melfort, and countersigned by
.....*Clifford Groat*..... and
.....*B. L. Sigeland*..... the
Mayor and Town Clerk of the said Town
respectively.

.....*Clifford Groat*.....
Mayor
.....*B. L. Sigeland*.....
Town Clerk

SEALED with the Corporate Seal of
Saskatchewan Power Corporation and
countersigned by

.....*Hon. J. H. Brocklebank*..... and
.....*A. Hayworth*..... its
.....*Vice Chairman*..... and
.....*Secretary*.....
respectively.

.....*J. H. Brocklebank*.....
Vice Chairman
.....*A. Hayworth*.....
Secretary

1948.

BETWEEN:

The Town of Melville, a municipal corporation
in the Province of Saskatchewan, herein called
"the Town",

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, herein
called "the Commission",

of the Second Part;

WHEREAS by an Agreement in writing dated the 29th day of June
1928 and made between the Town and Dominion Electric Power Limited, the Town
agreed to sell to the said Company its electrical generating plant and
distribution system in the Town of Melville for the price and upon the terms
and conditions in the said Agreement set forth;

AND WHEREAS by the same Agreement the Town granted to the said
Company a Franchise for the supply of electrical energy for a period of twenty
(20) years at the rates and on the terms and conditions therein set forth;

AND WHEREAS by an Act respecting Dominion Electric Power Limited
and The Saskatchewan Power Commission, Chapter 12 of the Statutes of Sask-
atchewan 1947 the said generating plant and distribution system and the said
Franchise and all the rights of the said Company thereunder were, inter alia,
transferred and assigned to The Saskatchewan Power Commission;

AND WHEREAS the Commission and the Town have agreed that the
said Agreement dated the 29th day of June 1928 shall be terminated and that
the Commission shall supply electrical energy to the Town and the inhabitants
thereof on the terms and conditions hereafter set forth:

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 Town and the inhabitants thereof;

- (b) to maintain in the Town apparatus and equipment for the distribution of electrical energy, reasonably sufficient for the needs of the Town and such of the inhabitants thereof as can in the judgment of the Commission be economically served;
- (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 Town commercially continuous twenty-four hour electrical energy every day of the year except as provided for herein.

2. The Town agrees, 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 Town, or for the distribution or sale of electrical energy within the Town, or for the use of highways, roads, streets, lanes or other public places in the Town 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 time be prevented from supplying the said electrical energy or any part thereof by strike, lockout, riot, fire, invasion, explosion, hurricane, flood, or 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 Town from any obligation under this Agreement.

4. (1) The Town and the Commission agree that the rates for the supply of electrical energy which the Commission shall charge the Town and consumers in the Town 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 Town 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 Town and by consumers in the Town 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 Town and the Commission agree that, subject to the provisions of subclause (5), the Commission shall pay to the Town in each year five per centum of the gross revenue of the Commission (not including therein the revenue from street lighting or the aftermentioned surcharge) derived from the supply of electrical energy within the Town.

(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 aftermentioned surcharge) derived from the supply of electrical energy in the Town and included in accounts rendered on, from and after the first day of May 1946.

(4) The Town 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 1946, 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 Town 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 Town, 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) The Town hereby grants to and confers upon the Commission for the purposes of the Distribution system in the Town the right to use the highways, streets, lanes and other public places in the Town, and in any area or areas which may hereafter be added to or incorporated with the Town, to the full extent to which the Town 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 Town shall be done in such manner as to cause the least possible interference with traffic.

8. 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 Town from all actions, loss, costs, charges, damages, or expense which may arise or be incurred, suffered or sustained by the Town as a result of the exercise by the Commission of the rights, powers and privileges hereby granted.

9. The Franchise hereby granted shall not be assigned without the consent of the Town.

10. 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.

11. This Agreement shall supersede any and all Agreements heretofore entered into with reference to the supply of electrical energy in the Town and the said Agreement in writing dated the 29th day of June 1921 and made between the Town and Dominion Electric Power Limited, except insofar as the same relates to the sale by the Town of its generating plant and distribution system, shall be deemed to have terminated as of the 1st day of May 1948.

12. 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 Town and the Commission have executed these presents the day and year first above written.

SEALED WITH THE Corporate Seal of the
Town of Melville and countersigned by)


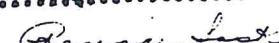

..... Peter Blakeand)

..... T. G. Carlsonthe
Mayor and Town Clerk of the said Town
respectively.

..... 
Mayor

..... 
Town Clerk

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

..... 
..... 
..... 

.....  

THIS AGREEMENT made the 22nd day of October, 1970.

BETWEEN:

SASKATCHEWAN POWER CORPORATION,
with its head office in the City of Regina,
in the Province of Saskatchewan,
(hereinafter called "the Corporation")

OF THE FIRST PART

- and -

THE CITY OF MOOSE JAW,
a municipal corporation of the
Province of Saskatchewan,
(hereinafter called "the City")

OF THE SECOND PART

WHEREAS by an Agreement made the 11th day of February
A.D. 1930, between the City and Iowa Southern Utilities Company
(hereinafter called "Iowa Southern") of Delaware, the City granted to
Iowa Southern, its successors and assigns, the exclusive right, franchise
and privilege for a term of twenty (20) years from and after the conveyance
to Iowa Southern of the property described in Schedule No. 1 to the said
Agreement for the purpose of conducting electricity for the supply of
light, heat and power in the City of Moose Jaw, (hereinafter called the
"franchise") on the terms and conditions contained in the said Agreement,
and

WHEREAS by a further Agreement made the 11th day of March
A.D. 1940, between the City and National Light and Power Company
Limited (assignee of Iowa Southern and hereinafter called the "Company")
the franchise was extended to the 23rd day of May, A.D. 1961, and all
other provisions of the said Agreement dated the 11th day of February, A.D.
1930, confirmed and continued in effect, and

WHEREAS the said Agreement dated the 11th day of February,
A.D. 1930, made provision for an option in favour of the City to take over
and purchase from the Company the power plant, land buildings and all
equipment used in the generation, transmission and distribution of

electrical energy to the City and the inhabitants thereof at the expiration of the franchise, and

WHEREAS the said Agreement dated the 11th day of February, A.D. 1930, was ratified, confirmed and validated by Bylaw No. 1346 of the City passed on the 10th day of February, A.D. 1930, and an Act of the Legislature being Chapter 105 of the Statutes of the Province of Saskatchewan passed in the year 1930 and the said Agreement dated the 11th day of March, A.D. 1940, was ratified, confirmed and validated by Bylaw No. 1601 of the City passed on the 11th day of March, A.D. 1940, and an Act of the Legislature being Chapter 68 of the Statutes of the Province of Saskatchewan passed in the year 1940, and

WHEREAS the Corporation purchased the Company including the power plant, land, buildings and all equipment used in the generation, transmission and distribution of electrical energy to the City and the inhabitants thereof, and

WHEREAS the City forfeited and abandoned its said option in favour of the Corporation in consideration of certain undertakings by the Corporation, and

WHEREAS by an Agreement made the 6th day of June, 1960, and herein called the "1960 Agreement", certain provisions were made whereby the Corporation supplied electrical energy to the City and the inhabitants thereof, and

WHEREAS certain provisions of the 1960 Agreement have now been fulfilled, and

WHEREAS the parties hereto have agreed to enter into a new Agreement to provide for the future electrical requirements of the City.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants, conditions and agreements herein contained the parties hereto agree as follows:

1. The 1960 Agreement is hereby continued in full force and

effect to and including the 31st day of December, 1970.

2. This Agreement shall be in effect from and after the 31st day of December, 1970, on which date the 1960 Agreement shall terminate; and shall continue in force until terminated by the mutual consent of the parties hereto.

3. The Corporation agrees to supply electrical energy adequate for the needs of the City and the inhabitants thereof.

4. The City agrees that it will take electrical energy exclusively from the Corporation and that it will not generate or distribute electrical energy or grant any right, privilege, or franchise to any person, firm or corporation for the generation of electrical energy within the City or the distribution or sale of electrical energy within the City or for the use of highways, roads, streets or lanes or other public places in the City for any such purpose or for the transmission of electrical energy.

5. The Corporation shall exercise due diligence in operating its supply system and if it be prevented from supplying electrical energy wholly or in part, or if the City be prevented from receiving electrical energy wholly or in part from any causes not reasonably within the control of the party so prevented, including but without limiting the generality of the foregoing, strike, lockout, riot, fire, invasion, hurricane, flood, Act of God, the Queen's enemies, or any other cause or causes beyond the control of the party so prevented, the parties agree to diligently put their respective works in condition again to supply or take electrical energy, as the case may be, except in case of a practically total destruction of their respective properties or practically total suspension of their respective businesses; provided, however, that the Corporation shall not be liable for any damage or loss incurred by the City resulting from such interruption or suspension.

6. The Corporation agrees at the request of the City to give effect to the provisions of Section 35(2) of The Power Corporation Act, on all

accounts except those of the Corporation and the City.

7. The Corporation agrees to pay to the City as hereinafter provided, a sum equal to five percent (5%) (or such other percentage as the Corporation may from time to time as a matter of policy pay to other cities of similar size within the Province) of the accounts for electrical energy billed to customers resident within the corporate limits of the City except accounts of the Corporation and accounts of the City for street lighting.

8. During the year 1971, the Corporation agrees to pay to the City not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) in respect of the proceeds of the payment requested pursuant to Section 35 (2) of The Power Corporation Act and the payment mentioned in paragraph 7; provided that the additional charge to be added to customers' accounts pursuant to Section 35 (2) shall be not less than eight percent (8%).

9. The Corporation agrees to make the payments mentioned in paragraphs 6 and 7 to the City quarterly within thirty (30) days following the end of each quarter. The City's auditors shall have access at all reasonable times to the records of the Corporation maintained with respect to the sale of electrical energy within the City in order to determine that payments by the Corporation to the City mentioned in paragraphs 6 and 7 are in accordance with this Agreement.

10. Effective with the January, 1971, billings the following rates for electrical energy will be applied in the City:

(i) Residential

First 15 kwh or less per month - 93¢
Next 80 kwh per month @ 2.48¢/kwh
Next 80 kwh per month @ 2.17¢/kwh
Balance @ 1.24¢/kwh

(ii) General Service - 0 to 25 kw

First 25 kwh or less per month - \$1.50
Next 275 kwh per month @ 3.3¢/kwh
Next 700 kwh per month @ 2.6¢/kwh
Next 4,000 kwh per month @ 2.2¢/kwh
Balance @ 1.6¢/kwh

(iii) Commercial - 25 to 75 kw

Demand Charge: \$1.00/kw/month
Energy Charge: First 100 hours use per month @ 2.4¢/kwh
Balance @ 1.25¢/kwh
Minimum Bill: \$10/month

(iv) Intermediate Commercial - 75 to 500 kw

Demand Charge: \$1.00/kw/month
Energy Charge: First 100 hours use per month @ 1.6¢/kwh
Balance @ 1.1¢/kwh
Minimum Bill: Demand Charge but not less than \$75/month

(v) Intermediate Industrial - 75 to 500 kva

Demand Charge: \$1.00/kva/month
Energy Charge: First 100 kwh/kva per month @ 1.3¢/kwh
Balance @ 1.1¢/kwh
Minimum Bill: Demand Charge but not less than \$75/month

(vi) Large Commercial - Standard SPC 412 rate

(vii) General Industrial over 500 kva - Standard SPC 512 rate

(viii) Large Mining and Manufacturing - Standard SPC 552 rate

(ix) Street Lighting - Standard SPC rates

These rates will remain firm until December 31, 1973, unless the parties by mutual agreement amend the rates, or unless a change in rates is made as part of a general adjustment applicable to cities of similar size throughout the Province, in which instance the City will be given prior notice. After December 31, 1973, the rates for electrical energy supplied to the City and the inhabitants thereof shall not be higher for any classification than the rates applicable in any City of similar size served by the Corporation.

11. (a) The City agrees to grant all necessary easements or rights-of-way to and from any street lighting facilities and equipment situated on lands belonging to the City and to execute such documents as may be necessary for these purposes.

(b) The Corporation agrees to maintain, operate and make necessary extensions to the street lighting system (not including festoon and decorative lighting) in the City on the Corporation's standard terms and conditions for cities of similar size served by the Corporation with electrical energy.

12. The City shall have the right to attach fire alarm circuits, call boxes and control equipment on poles forming part of the Corporation's distribution system in the City, provided that the prior approval of the Corporation's District Superintendent, or his delegate, to the location and manner of such a proposed attachment be first obtained, 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, that any and all expenses involved in any such attachment shall be borne by the City, and that the Corporation may at any time after fifteen (15) days prior notice given to the City of intention so to do, remove any pole or poles to which such fire alarm circuits, call boxes and control equipment are attached.

13. The Corporation covenants and agrees that it will submit plans showing the proposed location of future extensions of the electrical plant and/or distribution system to the City prior to commencing the construction of same, and on completion of said construction the Corporation shall restore the surface of streets and lanes as nearly as possible to original condition and that during the construction same shall be carried out in such a manner so as to cause minimum interference with the City's service and minimum inconvenience to the public.

The Corporation further covenants and agrees that 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 protection of private and public property.

14. 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 to personal property or to any person, whosoever, caused by or arising out of or in any way attributable to the Corporation generating, distributing, supplying and selling electrical

energy 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, its agents or servants in construction, maintaining and/or operating the said distribution system including all costs and expenses which the City may incur or be put to in connection with all such claims or actions.

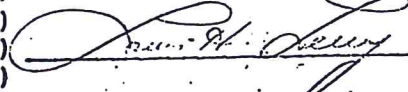
15. Upon the request of either party to this Agreement, the provisions hereof shall be subject to review at the end of ten (10) years from December 31 1970, and at the end of each succeeding ten (10) year period. Such request shall be in writing and given to the other party during the final year of the then existing term at least three (3) months prior to the commencement of the next ten (10) year term.

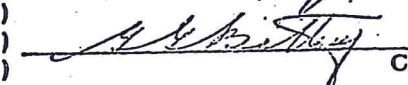
THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

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

) THE CITY OF MOOSE JAW


)  Mayor

)  City Clerk

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

) SASKATCHEWAN POWER CORPORATION

)  Chairman

)  Secretary

THIS AGREEMENT made in duplicate the *seventeenth*
day of *December*, 1951,

BETWEEN:

The City of North Battleford, a municipal
Corporation in the Province of Saskatchewan,
herein called "the City"

of the first part;

- and -

Saskatchewan Power Corporation, a Corporation
having its head office in the City of Regina
in the said Province, herein called "the
Corporation"

of the second part;

WHEREAS by an Agreement in writing dated the 24th day of
April, 1930, and made between the City of the one part and His Majesty
the King in the right of the Province of Saskatchewan, represented and
acting by The Saskatchewan Power Commission, therein and herein called
"the Commission", of the other part, the City agreed to sell to the Com-
mission and the Commission agreed to purchase from the City, at the price
and on the terms therein set forth, the electrical generating plant be-
longing to the City, together with the site thereof and certain trackage
rights, all as more particularly set forth in the said Agreement, which
is hereinafter referred to as "the principal Agreement";

AND WHEREAS by the said Agreement the date for delivery of
possession to the Commission of the property sold was fixed as the 28th
day of April, 1930, on which date the Commission took possession of the
same;

AND WHEREAS under the terms of the principal Agreement the
Commission agreed to supply the requirements of the City in electricity
and steam heat as therein more particularly set forth, and the City agreed
to pay to the Commission in each year the cost to the Commission, as deter-
mined by it, of supplying and delivering such electricity and steam heat,
as also more particularly set forth in the principal Agreement; and under
the terms of the principal Agreement the said supply of electricity and
steam heat was to be given during a period of twenty-five (25) years from
the said possession date;

AND WHEREAS the principal Agreement was amended by three supplementary Agreements made between the City and the Commission dated the 19th day of November, 1934, the 14th day of September, 1935, and the 7th day of April, 1936, which modified the terms of the principal Agreement so far as regards the cost of electricity supplied from the said generating plant to outside points, and so far as regards the period of the sinking fund provided for in the principal Agreement.

AND WHEREAS from the possession date to the 31st day of January, 1949, the Commission supplied electricity and steam heat to the City in accordance with the terms of the said Agreement, and from the last mentioned date up to the date of this Agreement, the Corporation, as the legal successor of the Commission, has supplied electricity and steam heat to the City in accordance with the terms thereof;

AND WHEREAS it has been agreed between the City and the Corporation that, notwithstanding the period of twenty-five (25) years provided for in the principal Agreement, the City shall sell to the Corporation and the Corporation shall purchase from the City, as of the 31st day of December, 1951, the electrical distribution system belonging to the City and all apparatus and equipment pertaining thereto, at the price hereinafter mentioned; that the principal Agreement and the said supplementary Agreements shall on the last mentioned date be terminated, so far as they relate to the supply of electricity to the City in bulk; that new provisions shall be made regarding the supply of steam heat to the City, as hereinafter set forth, to take the place of the provisions regarding such supply contained in the said Agreements; and that the Corporation shall supply electricity to the City and the inhabitants thereof on a retail basis from and after the 31st day of December, 1951.

NOW THEREFORE THIS AGREEMENT WITNESSES that the City and the Corporation hereby mutually covenant, promise and agree one with the other as follows:

SALE OF ELECTRICAL DISTRIBUTION SYSTEM

1. (1) The City, in consideration of the sum of One Hundred and

Fifty Thousand Dollars (\$50,000.00) paid to it by the Corporation, the receipt of which is hereby acknowledged, hereby sells, assigns, transfers and sets over unto the Corporation as of the 31st day of December, 1951, all the poles, wires, pole attachments, guys, equipment, accessories, conduits, substations, transformers, apparatus, meters and instruments constituting the City's system for the transmission, distribution and supply of electricity, whether situated on, over or under highways, roads, streets or lanes, or private rights of way, together with any and all easements, licenses and permissions relating to the same, and all tools, implements and equipment, and the truck used in connection with the said system; to have and to hold the said personal property and chattels and every part thereof with the appurtenances and all right, title and interest of the City thereto and therein, unto and to the use of the Corporation forever.

(2) The City covenants with the Corporation that it is rightly and absolutely possessed of and entitled to the said personal property and chattels and every part thereof, and that it has in itself good right to assign the same unto the Corporation in the manner aforesaid; that the Corporation may at all times hereafter peaceably and quietly have, hold, possess and enjoy the said personal property and chattels and every part thereof to and for its own use and benefit without any hindrance, interruption, molestation, claim or demand whatsoever of, from or by the City, or any person or persons whomsoever, and that the said personal property and chattels are free and clear of all encumbrances of any kind whatsoever; and that the City will from time to time execute, or cause to be executed, such further assurances as may be required to carry out the full intent and meaning of this clause.

(3) The Corporation shall purchase from the City, as of the said date, at invoice prices, the stores and supplies for the said system which belong to the City and which are in good usable condition; and the Corporation shall also purchase from the City on the said date, at a price to be fixed by mutual agreement, any other stores and supplies then on hand relating to the said system.

TERMINATION OF BULK SUPPLY OF POWER

2. (1) All the provisions of the principal and supplementary Agreements relating to the supply of electricity by the Commission or the Corporation to the City in bulk shall come to an end on the date mentioned in subclause (1) of clause 1, on and after which date the Corporation shall be under no further obligation to supply and sell electricity in bulk to the City, and the City shall be under no further obligation to receive and purchase electricity in bulk from the Corporation. Accounts for electricity supplied in bulk shall be adjusted between the Corporation and the City as of the date mentioned in this clause, and on payment of the amount found to be owing by the City to the Corporation on the said date, the Corporation and the City shall have no further claims, one against the other, in respect of the supply of electrical energy in bulk under the principal and supplementary Agreements.

(2) The Corporation, as the owner of the electrical generating plant purchased from the City under the principal Agreement, shall make the remaining sinking fund and interest payments referred to in clause 4 of the principal Agreement as the same fall due, in accordance with the provisions of the said clause.

SUPPLY OF STEAM HEAT TO THE CITY

3. (1) The Corporation shall supply steam heat to the City from the said generating plant for the purpose of the City's steam distribution system in accordance with the provisions of this clause, which shall take the place of and supersede any and all provisions regarding the supply of steam heat contained in the principal and supplementary Agreements.

(2) The period during which the Corporation shall supply the said steam heat shall commence on the date mentioned in subclause (1) of clause 1, and shall terminate on the 28th day of April, 1955, or on such earlier date as may be mutually agreed on by the Corporation and the City.

(3) The supply of steam heat shall be given on a commercially continuous twenty-four (24) hours per day basis, every day of the year,

except when the Corporation is prevented from supplying the same by strike, lockout, riot, fire, explosion, hurricane, flood, invasion, the King's enemies or act of God, or any other cause beyond the control of the Corporation, whether of the same nature or character as the causes herein enumerated or otherwise. The Corporation shall be prompt and diligent in removing the cause of any interruption, and as soon as such cause is removed, the Corporation shall without delay resume the supply of steam heat. Interruptions in supply shall not release the City from any obligation under this clause, and the Corporation shall be under no liability to the City in respect of damage to its steam distribution system resulting from interruptions in the supply of steam from the said plant.

(4) The supply of steam heat shall be given at a point to be agreed on by the Corporation and the City at the outer wall of the said generating plant, and the line of division between the plant for generating steam for heating purposes and the system for distributing the same shall be at the outer wall of the plant. The steam to be supplied hereunder shall be maintained at a pressure, at the point of delivery to the City, of as nearly as possible five (5) pounds per square inch; provided that if the City requests in writing that a higher pressure be supplied, the Corporation will supply steam at the pressure requested if and so far as it is practicable to do so.

(5) Steam supplied by the Corporation to the City shall be metered at or near the point of delivery by means of metering equipment owned by the Corporation. The metering equipment shall at all times be kept in good operating condition and the same shall be inspected and calibrated at least once in each year, at the expense of the Corporation, by an employee of the Bailey Meter Company mutually approved by the Corporation and the City.

(6) The City agrees to prepare for the receipt and use of steam heat so as to be able to receive the same when the Corporation is ready to deliver it; to take steam heat exclusively from the Corporation during the said period for the purposes of the existing steam distribution system,

except as may hereafter be mutually agreed by the City and the Corporation; to give the Corporation reasonable notice and obtain the consent of the Corporation in writing before connecting additional customers to its existing steam distribution system; and to give to the Corporation at least once in every year an estimate in writing of its needs for steam heat for the next following period of twelve (12) months.

(7) The City agrees to pay to the Corporation, in respect of steam heat supplied under the provisions of this clause, a price of eighty cents (80¢) per 1000 pounds so long as the said generating plant is in full-time operation for the purpose of supplying electricity to the City, and eighty-six cents (86¢) per 1000 pounds while the said generating plant is being operated for standby purposes only. It is understood and agreed, however, that these prices are based on the use of coal, in the said generating plant, costing the Corporation (when delivered at the said generating plant) 26.11¢ per 1,000,000 B.t.u.'s, and it is agreed that for each one cent (1¢) per 1,000,000 B.t.u.'s increase in the said cost of coal used in the said generating plant, the cost of steam supplied to the City shall be increased by two cents (2¢) per 1000 pounds, and that for each one cent (1¢) per 1,000,000 B.t.u.'s decrease in the said cost of coal used in the said generating plant, the cost of steam supplied to the City shall be decreased by two cents (2¢) per 1000 pounds.

(8) Accounts for steam heat supplied under the provisions of this Agreement shall be rendered by the Corporation to the City once in each month, and shall be paid by the City within fifteen (15) days after rendering.

(9) On the termination of the supply of steam heat in accordance with the provisions of subclause (2) of this clause, the Corporation shall turn over to the City, or its nominee, without charge, such steam generating facilities in the Corporation's North Battleford plant as are required by the City for the purpose of its steam heating system, and shall make available to the City for the purpose of housing the same the Corporation's generating plant building, or part thereof, at a nominal rent, for such period as may be mutually agreed on.

RETAIL SUPPLY OF ELECTRICAL ENERGY

4. (1) The Corporation shall, from and after the date mentioned in subclause (1) of clause 1, supply and deliver electrical energy to the City and the inhabitants thereof on a commercially continuous 24-hour basis every day of the year, except when the Corporation is prevented from supplying the same by strike, lockout, riot, fire, explosion, hurricane, flood, invasion, the King's enemies or act of God, or any other cause beyond the control of the Corporation, whether of the same nature or character as the causes herein enumerated or otherwise. The Corporation shall be prompt and diligent in removing the cause of any interruption, and as soon as such cause is removed, the Corporation shall without delay resume the supply of electrical energy. Interruptions in supply shall not release the City from any obligation under this clause.

✓ (2) The electrical energy to be supplied shall, as regards voltage, frequency and other characteristics, conform to the requirements from time to time prescribed under the regulations made with the approval of the Lieutenant Governor in Council under The Power Commission Act 1950 or any amendments thereto.

(3) The City agrees that it will take electrical energy exclusively from the Corporation; that it will not generate and distribute electrical energy; and that it will not grant any right, privilege or franchise to any other party for the generation, transmission or distribution of electrical energy within the corporate limits of the City.

(4) The Corporation shall maintain in good condition, within the corporate limits of 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 Corporation be economically served.

(5) The City and the Corporation agree that the rates and charges for the supply of electrical energy which the Corporation shall charge the City and consumers within the corporate limits of the City

shall be those fixed from time to time by the Corporation, subject to the provisions of section 35 of The Power Corporation Act 1950 and any amendments thereto. *advise for rate changes*

(6) Nothing herein contained shall prevent the Corporation from adding to the said rates and charges 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, or any sums payable by customers in accordance with section 34 of The Power Corporation Act 1950 or any amendments thereto.

GENERAL PROVISIONS

5. The City shall have the right of access to the Corporation's generating plant or the site thereof for the purpose of maintaining and repairing the City's water main and valves.

6. The Corporation and the City agree that clauses 10 to 23 inclusive of the principal Agreement shall terminate and be of no further effect on and after the date mentioned in subclause (1) of clause 1.

7. 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 regarding, or be deemed to extend to, any other matter under this Agreement, or in any other way affect the validity of this Agreement.

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

SEALED with the corporate seal
of the City of North Battleford,
attested by the signatures of
the Mayor and City Clerk.)

Arleausmis
Mayor.
Shenoy
City Clerk.

SEALED with the corporate seal
of Saskatchewan Power Corporation,
attested by the signatures of the
Chairman and Secretary thereof.)

J. D. D. D.
Chairman.
A. Hayworth
Secretary.

AFFIDAVIT OF GOOD FAITH

CANADA
PROVINCE OF SASKATCHEWAN }

I, Arthur Hayworth, of the City of Regina, in the Province of Saskatchewan,
make oath and say:

1. THAT I am the Secretary of Saskatchewan Power Corporation,
the Purchaser of goods and chattels in the City of North Battleford, as
set out in the foregoing Bill of Sale, and as such am aware of the facts
and circumstances relating to the sale of the said goods and chattels
and have personal knowledge of the matters herein deposed to.

2. THAT the said Bill of Sale was executed in good faith and
for good consideration, as set forth in the Bill of Sale, and not for
the mere purpose of protecting the said goods and chattels against the
creditors of the City of North Battleford, the Vendor thereof, or for
the purpose of preventing such creditors from recovering any claims
which they may have against the said City.

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

SWORN before me at the City of
Regina, in the Province of
Saskatchewan, this 21st day
of December, 1951.

L. G. Ganne

A Commissioner for Oaths in and
for the Province of Saskatchewan.)

Being a Solicitor

A. Hayworth