

payment set out in clause 11 (a)(iii).

- (f) The Corporation shall provide and maintain such street lights as the City shall request under the terms and conditions of the agreement dated the 4th day of January 1965 between the City and the Corporation in respect of street lighting, a copy of which is hereto attached and marked Schedule "J".
- (g) The Corporation shall supply electrical energy to the City for the operation of the electrical portion of the City's transit system so long as it continues to be operated by the City under the terms and conditions of the agreement dated the 5th day of January 1965 and made between the City and the Corporation for that purpose, a copy of which is attached hereto and marked Schedule "K".
- (h) Notwithstanding anything herein contained or in any Act or regulations contained the City may, if dissatisfied with the rates charged or proposed to be charged to any customer or consumer or proposed customer or consumer in the City as its limits may exist from time to time, or the classifications or proposed classifications of any such customer or consumer or proposed customer or consumer submit the question of such rates or classifications or reclassifications to arbitration in the manner hereinafter provided.

15. (a) The City shall furnish the Corporation with a list in the form hereto attached and marked Schedule "L" headed "Statement of Employee Records and Benefits For the Light and Power Department and Light and Water Branch as at April 30, 1965", of employees employed by the City in a permanent capacity, as at the day prior to the effective date, in the operation or maintenance of the system or in rendering and collecting accounts for electrical energy, setting forth in respect of each of said employees, inter alia, job classification, monthly rate of pay, total number of days sick leave credit, non-gratuity bearing and gratuity bearing sick leave and the amount payable for sick leave gratuity, number of days holiday credit and the amount payable for annual holiday, and length of employment

with the City as at the day prior to the effective date, and the Corporation shall (subject where applicable to the provisions of The Trade Union Act of Saskatchewan) employ each of said employees from and after the effective date in the same or a similar job classification at not less than his current monthly rate of pay with the City the day prior to the effective date, and shall credit each such employee with seniority in accordance with the provisions of the collective bargaining agreement in force with respect to such employee or in accordance with Corporation policy if such employee is not covered by a collective bargaining agreement, such seniority to be determined by the length of employment with the City as set forth on said list.

(b) Subject to the provisions of clause 15 (a) the following provisions shall have effect in respect of annual holiday, accumulation of sick leave credits and payment of sick leave gratuities in respect of said employees:

(i) The City shall pay to the Corporation at the effective date on behalf of each such employee the amount which would otherwise have been payable on the day prior to the effective date by the City to such employee in respect of annual holiday or vacation which shall be the amount set opposite said employee's name in the said list.

(ii) The Corporation shall at any time after the effective date permit each said employee to take any annual holiday or vacation to which he was entitled as an employee of the City together with any other holiday to which he shall be entitled as an employee of the Corporation, all in accordance with the provisions of the collective bargaining agreement in force with respect to such employee or in accordance with Corporation policy if such employee is not covered by collective bargaining agreement and shall pay to each such employee as holiday pay the amount paid by the City to the Corporation

in respect to the annual holiday or vacation of such employee together with the amount of holiday pay payable to such employee with respect to any annual holiday or vacation the employee may be entitled to as an employee of the Corporation, provided that any employee who would have been entitled as an employee of the City during the year 1965 to an annual holiday in excess of that permitted as an employee of the Corporation, shall be permitted by the Corporation to take the entire annual holiday to which he would have been entitled as an employee of the City during 1965, but thereafter shall be entitled to annual holiday only in accordance with the provisions of the collective bargaining agreement in force with respect to such employee or in accordance with Corporation policy if such employee is not covered by a collective bargaining agreement; provided further that the Corporation will if requested by any such employee grant a leave of absence without pay to such employee where the annual holiday to which such employee is entitled at the date of taking same is insufficient to provide such entire holiday.

(iii) The Corporation shall on the effective date credit to each employee the number of days of sick leave and the amount of gratuity set out opposite said employee's name on the said list. The City shall pay to the Corporation on behalf of each such employee the amount of any gratuity in respect of unused sick leave shown on said list. Thereafter an employee shall accumulate sick leave and any gratuity related thereto only in accordance with the provisions of the collective bargaining agreement from time to time in force with respect to the employee or in accordance with Corporation policy as it exists from time to time if the employee is not covered by a collective bargaining agreement. The sick leave to which the gratuity relates set forth in the said list in the column headed "Gratuity Bearing" shall be the last to be used by an employee in the event of absence from his duty with the Corporation

on account of sickness or injury after the effective date.

Should the entitlement to accumulate a gratuity in respect of unused sick leave cease at or after the effective date, or upon retirement, termination of employment or death or in such other event as may be provided by the collective bargaining agreement relating to the employee concerned as it may exist from time to time, the Corporation shall pay to such employee or his estate, but only on the request of such employee or his personal representatives, the amount of the gratuity paid to the Corporation by the City or the balance thereof representing the then unused gratuity bearing sick leave, whereupon such gratuity bearing sick leave shall be deemed to have been expended.

The Corporation shall pay such reasonable rate of interest as it may from time to time determine on the amount of the gratuity payable to the employee, which shall not in any event be less than four (4%) per cent per annum compounded annually.

None of the non-gratuity bearing sick leave set forth in the column so headed on the said list shall at any time bear gratuity, and on the withdrawal of the gratuity set forth on said list there shall not thereafter be any gratuity attached to any of the sick leave set forth on said list whether or not the employee retires, dies or has his employment terminated after the effective date without using all of said non-gratuity bearing sick leave.

At such time as an employee is entitled to receive payment of the gratuity or the portion thereof remaining, the amount due and payable to the employee at the time of request shall be calculated as follows:

(Number of days)
(unused gratuity)
(bearing sick Gratuity paid to) Amount payable
(leave credit X S.P.C. in respect) X 1.04N = to employee
(Total gratuity of employee)
(bearing sick leave)
(credit to employee)
(at effective date)

(N = years or fraction thereof from effective date to date of payment)

The following are examples of the application of the formula:

Assuming that the total sick leave credit at the effective date of an employee was 100 days, the gratuity bearing portion thereof 50 days, the gratuity paid to the Corporation \$2,000.00, that the employee had used 50 days of said sick leave after employment with the Corporation and that one year after the effective date the employee was entitled to and did request payment of the gratuity the amount payable to the employee would be calculated as follows:

$$\frac{(50)}{(50)} \times 2,000 \times 1.04N = \$2,080.00$$

Assuming that the total sick leave credit at the effective date of an employee was 100 days, the gratuity bearing portion thereof 50 days, and the gratuity paid to the Corporation by the City \$2,000.00, and that one year after the effective date the employee had not used any of said sick leave and at that time was entitled to and did request payment of the gratuity, the amount payable to the employee would be:

$$\frac{(50)}{(50)} \times 2,000 \times 1.04N = \$2,080.00$$

and the employee would still retain for sick leave purposes but not for gratuity purposes 50 days of unused sick leave credit.

Assuming that the total sick leave credit at effective date of the employee was 100 days, the gratuity bearing portion thereof 50 days, the gratuity paid to the Corporation by the City \$2,000.00, that the employee had used 75 days of said sick leave after employment with the Corporation, and that one year after the effective date the employee was entitled

to and did request payment of the gratuity, the amount payable to the employee would be calculated as follows:

$$(\frac{25}{50} \times 2,000) \times 1.04N = \$1,040.00$$

(iv) For the purpose of computing the gratuity to which an employee would be entitled on the effective date the City and the Corporation have agreed that a gratuity shall be paid by the City to the Corporation in respect of all employees with five (5) years service with the City on the day prior to the effective date and total accumulated sick leave at that date of thirty (30) or more days.

(c) Notwithstanding anything to the contrary herein contained or in any Act or regulation contained, the City's sole obligation in respect of this clause 15 shall be to make payment to the Corporation of the moneys therein referred to and as set out on said list and the Corporation on receipt thereof shall accept all liability for the payment of said amounts to the employees and for compliance with all legislation, regulations, or requirements of the respective collective bargaining agreements relating to said employees, including the granting of annual holiday, the provision of sick leave therefor and the payment of the amounts transferred and paid to said employees as from time to time they may become entitled thereto and the Corporation shall indemnify and save the City harmless in respect of all liability which may arise thereunder or from the payment and transfer of said amounts by the City to the Corporation or which may arise from any of said employees making claim upon the City for damages for termination of their employment by reason of the sale and transfer of the system to the Corporation.

(d) Notwithstanding anything in this agreement or in any Act or regulation contained the Corporation shall make every effort to absorb each said employee in the same or a similar job classification within the Corporation system and notwithstanding anything herein contained or in any Act or regulations contained the Corporation shall take over said employees at the effective date and

in no event shall the terms and conditions of employment of said employees with the Corporation be less favorable than those enjoyed by the Corporation's employees.

16. a) On the effective date there shall be paid to the Corporation out of the Regina Civic Employees Pension Fund, constituted by the City of Regina Bylaw No. 3125 as amended from time to time, being a by-law of the City of Regina concerning a superannuation and benefit plan therein entitled as the Regina Civic Employees' Superannuation and Benefit Plan (hereinafter called "the Plan") an amount made up of cash, municipal and provincial securities (hereinafter referred to as "the pension amount"), equal to the net accrued liability of the Plan at such date to the employees to which clause 15 (a) hereof relates, and who are set forth in the list therein referred to in the form of Schedule "L" and who are employed by the Corporation on the effective date. The amount of the said net accrued liability shall be determined by Messrs. Turnbull & Turnbull, actuaries, of Winnipeg, Manitoba, upon the assumptions heretofore agreed upon between the parties and shall not exceed the sum of \$634,588.00. The certificate of Messrs. Turnbull & Turnbull of the net accrued liability shall be final, conclusive and binding upon the parties hereto.

The amount of the net accrued liability to the effective date shall be paid on that date by transferring to the Corporation sufficient of the securities and cash set out hereunder. Any necessary adjustments shall be made in cash or by reduction of the number of Province of Saskatchewan Bonds due March 15th, 1981, or both, to the extent necessary to pay said net accrued liability.

<u>Par Value</u>	<u>Value at Effective Date</u>
\$275,000 Province of Saskatchewan 5½% July 15/78-80 at 110.92	\$305,030.00
Accrued Interest Jan. 15-Apr. 30 (105 days) 5½% on \$275,000	4,351.03
\$275,000 City of Regina Bylaw No. 2544 4½% June 30/67 at par	275,000.00

	Accrued Interest Dec. 31-Apr. 30 (120) 4½% on \$275,000	4,068.49
\$ 41,000	Province of Saskatchewan 5½% March 15/79-81 at 111.25	45,612.50
	Accrued Interest Mar. 15-Apr. 30 (46 days) 5½% on \$41,000	<u>284.19</u>
Cash		\$634,346.21 <u>241.79</u> <u>\$634,588.00</u>

The said securities above set forth have been valued on a 4½% yield as at May 1st, 1965 to maturity and shall on the effective date be valued at the amounts set out above in the column headed "Value at Effective Date".

(b) On the effective date the City shall pay an amount not exceeding \$31,150.00 in cash or securities, or both, to the Corporation, which is held by the City as at the effective date in the Supplemental Annuity Trust Account heretofore maintained by the City on behalf of certain of its employees referred to in said list in the form of Schedule "L". The said amount (hereinafter referred to as the "Annuity Amount") calculated at the effective date in respect of said employees who are employed by the Corporation on the effective date shall be paid on that date by transferring to the Corporation sufficient of the securities or cash set out hereunder.

Any necessary adjustments shall be made in cash or by reduction of the number of securities or both to the extent necessary to pay said Annuity Amount.

<u>Value at Effective Date</u>		
\$30,000	Canadian National Railway 4% due Feb. 1/81 at par	\$30,000.00
	Accrued Interest Feb. 1-Apr. 30 (88 days) 4% on \$30,000	<u>289.31</u> <u>\$30,289.31</u>
Cash		<u>860.69</u> <u>\$31,150.00</u>

The said securities above set forth have been valued on a 4%

yield as at May 1st, 1965 to maturity and shall on the effective date be valued at the amount set out above in the column headed "Value at Effective Date".

(c) Notwithstanding anything to the contrary herein contained or in The Power Corporation Superannuation Act contained:

- (i) From and after the effective date hereof the Corporation shall assume in respect of each such employee all obligations with respect to pension or superannuation which the Plan as it existed at the effective date or the City would have had if the employee or employees concerned had remained in the employ of the City.
- (ii) The Corporation shall on the effective date establish and thereafter the Corporation shall maintain a special superannuation Plan or Fund (hereinafter called "the Special Fund") the terms, conditions and scope of which shall mutatis mutandis be identical to the Plan as it existed at the effective date and shall pay into and maintain in said Special Fund all amounts paid to the Corporation pursuant to clause 16 (a) hereof. Except as hereinafter provided all of the employees to which clause 15 (a) relates shall be entitled and required to participate in and shall be covered by the said Special Fund upon the terms and conditions thereof for so long as they are employed by the Corporation, from and after the effective date.
- (iii) Any or all of said employees referred to in said list in the form of Schedule "L" and employed with the Corporation on the effective date may at any time within six (6) months following said date, provided they are still in the employ of the Corporation, elect to become subject to the provisions of the Power Corporation Superannuation Act and to contribute to the Power Corporation Superannuation Fund as therein referred to.

On said election such employee shall be entitled to have his service with the City of Regina, or such portion thereof as he may specify in his election, reckoned as if it were service with the Corporation for the purpose of The Power Corporation Superannuation Act and his service with the Corporation shall be deemed to be continuous with his service with the City of Regina. For this purpose the service of such employee with the City of Regina which may be reckoned as if it were service with the Corporation for the purposes of the said Act shall not exceed twenty (20) years. In the event that as a result of such election any employee is required to make a contribution to the Power Corporation Superannuation Fund in respect of his service prior to such election with the City of Regina, or with the Corporation, the amount thereof shall be paid by the Corporation by a transfer from the "Special Fund" to the Power Corporation Superannuation Fund, of the accrued liability of the Special Fund to such employee as at the date of election. The amount of the accrued liability of the Special Fund shall be certified by a member of the Society of Actuaries who is experienced in the field of pensions, and shall include the contributions of the employee to the Plan and to the Special Fund together with accrued interest thereon at the rate of at least 3% per annum compounded annually. In the event that the amount of the employee's said contributions to the Plan and the Special Fund together with accrued interest thereon, exceeds the contribution required to be made by the employee to the Power Corporation Superannuation Fund on said election, the excess thereof shall on demand be paid to said employee together with accrued interest. In the event that the amount of the employee's said contributions to the Plan and the Special Fund together with accrued interest thereon, are insufficient to discharge the contributions that the employee is required to make to the Power Corporation Superannuation Fund on election, the deficiency shall be paid by the employee in accordance with the provisions of the Power Corporation Superannuation Act.

(iv) Any employee to whom the provisions of Section 45 and 46 of the Power Corporation Superannuation Act apply, shall have the option of electing to remain in the Special Fund or of electing

to be included within the provisions of Section 47 of the Power Corporation Superannuation Act.

(d) In respect of the annuity amount in clause 16 (b) hereof provided to be paid by the City to the Corporation the following additional provisions apply:

(i) The Corporation shall from and after the effective date hereof invest and maintain the said annuity amount in a separate fund and credit to the said amount accrued interest from time to time at the rate of 4% compounded annually.

(ii) Any of the said employees entitled to share in the said annuity amount prior to the effective date may at any time prior to the date of retirement from the Corporation of such employee, on demand, withdraw his portion of the contributions heretofore made by said employee to the Supplemental Annuity Trust Account maintained prior to the effective date by the City of Regina, together with accrued interest thereon as aforesaid and on such demand the Corporation shall refund to the said employee his said contributions and accrued interest thereon, and shall pay the City's contribution in respect of such employee, to the Power Corporation Superannuation Fund.

(iii) Upon the retirement of any employee entitled to share in the Supplemental Annuity Trust Account maintained by the City prior to the effective date the total credit which arose originally from the City Supplemental Annuity Trust Account maintained by the City prior to the effective date in respect of such employee including the City's contribution, and accrued interest, shall at the option of the employee be made available to the credit of the employee, by a lump sum payment on demand or applied

to increase his pension, provided he is still entitled to receive a pension in accordance with the terms of the City Plan and the Special Fund.

(e) Except as otherwise in this clause 16 provided the Corporation shall hold the pension amount and the annuity amount and all other monies paid to it pursuant to the provisions hereof on the same terms and conditions as said amounts or monies have heretofore been held by the City or the Plan and shall indemnify and hold harmless the City and the Plan and the board referred to in the said bylaw constituting the Plan, against any and all liability which may arise from the payment to the Corporation of the said amounts or monies or by reason of the Corporation retaining said amounts and monies from and after the effective date, and the Corporation shall generally indemnify and hold harmless the City, the Plan and the said board from all claims and demands whatsoever in any way relating to the foregoing, the said Plan or the said Supplemental Annuity Trust Account.

17. (a) Within thirty (30) days of the effective date the City shall pay to the Corporation the amount then remaining of electrical energy deposits held by the City pursuant to Section 3 of City of Regina Bylaw No. 3184 in respect of customers who are served by the City on the day prior to the effective date. Said amount shall be calculated after deducting any liability to the City in respect of unpaid accounts of each customer from his deposit and the balance thereof shall be paid to the City to the Corporation within said period.

(b) The City shall furnish the Corporation with a list indicating the name and address of each customer or consumer, classification of service and rate applicable to such customer, and the amount of deposit held by the City, at the effective date in respect of each such customer. On payment of the said amount to the Corporation the City shall at that time furnish the Corporation with a list indicating any adjustments in the amount held by the

City in respect of particular customers by reason of the application of the City of all or any part of said deposits against delinquent accounts.

- (c) The Corporation shall indemnify and keep the City harmless from any and all claims or demands arising out of the payment of any of the said deposits by the City to the Corporation and the Corporation shall thereafter hold all amounts received from the City for the credit of the customer or consumer concerned.
- (d) The Corporation shall notify all persons in respect of whom it receives a deposit from the City that the Corporation has received and is now holding the amount thereof for such person's account.

18. (a) Without limiting the generality of any of the other terms and conditions hereof relating to the transfer to the Corporation of all contractual or other rights and benefits owned and enjoyed by the City in respect of the operation of the system, the City shall assign to the Corporation insofar as the City is able to do, all and any rights or licenses which exist and by which the City may be entitled to take and use water for the purposes of its electrical generating plant from Wascana Lake or Wascana Creek but the City does not in any way warrant that it has any such right and the Corporation shall accept such title as the City may have to the same and may have the right to assign.

(b) The City shall maintain for the use of the Corporation water supplies which are under the control of the City after the effective date to the same extent as was used by the City prior to the effective date in connection with its operation of the said electrical generating plant and the City shall, after the effective date, provide such supply to the Corporation for similar use at the rates and on the same terms and conditions as the City supplies water to other consumers within the City, such supply to be given by the City and taken by the Corporation at such pressure as may exist

from time to time in the City's water mains.

19. The parties agree this agreement shall in respect of the goods and chattels to which it relates be construed according to the provisions of The Bills of Sale Act, Chapter 96, Statutes of Saskatchewan, 1957, and shall in respect of the goods and chattels have the force and effect insofar as applicable of a bill of sale absolute.

20. (a) The Corporation shall install all electrical distribution and transmission systems underground in new subdivisions.

(b) As it becomes necessary to rebuild or reinforce electrical distribution facilities in areas subject to planned and approved redevelopment the Corporation shall, where practicable, cause such facilities to be installed underground.

(c) The Corporation confirms its objective, wherever practicable, to replace all overhead electrical distribution lines in the City with underground electrical distribution facilities within the term of this agreement.

(d) Where the Corporation shall install underground distribution facilities in any street or area the City may convert in that area, its fire, police, and traffic signal systems to underground systems consistent with that of the Corporation, and the Corporation will permit such joint use of underground distribution facilities as may be feasible.

21. Notwithstanding anything to the contrary herein contained, or in any Act or regulations contained, the Corporation shall, from and after the effective date:

(a) Maintain at all times sufficient plant, apparatus, equipment and effective staff for the generation of and distribution of electrical energy as may from time to time be necessary to secure and ensure at all times to the City, its inhabitants and all other consumers situated within the boundaries of the City as they may

from time to time exist, full, adequate and continuous supply of electrical energy for all purposes, whether domestic, industrial, commercial, or construction whatever and to maintain and to make such additions, extensions and alterations to the transmission and distribution systems hereunder acquired from the City or now or hereafter in existence within the limits of the City or elsewhere under the control of the Corporation as may be necessary in order to meet the needs of the City and the said inhabitants and said consumers in order that the growth and development of the City be not impeded.

- (b) Keep its plant, transmission and distribution system, structures, equipment and requisite property as it may exist from time to time, in a state of efficiency corresponding to the development and progress of the industry generally in order that at all times there shall be adequate equipment and labour for continuous service and the Corporation shall deliver commercially continuous twenty-four hour power every day in the year to the City and its inhabitants and consumers.
- (c) Use at all times first class, modern, standard, commercial plant, apparatus and equipment and exercise all due skill and diligence in the operation of the same.
- (d) Supply in pursuance of this agreement electrical energy which shall in regards to voltage, frequency and other characteristics conform to the needs of the City and its inhabitants and consumers generally.
- (e) The Corporation shall conform to any and all statutory rules and regulations relating to the construction, maintenance, extension and operation of its plant and distribution and transmission

system, which may now or hereafter be in force in the Province of Saskatchewan, and in the absence of any such rules and regulations in accordance with the custom of the industry generally, and further the Corporation shall be bound by and shall perform all the terms and conditions contained in a certain agreement dated the 2nd day of January 1965 made between the Corporation and the City, a copy of which agreement is hereto attached and marked Schedule "E".

Provided, however, that should the Corporation at any time or times be prevented from supplying electrical energy or any part thereof by riot, fire, invasion, explosion, hurricane, flood, force majeure, act of God or the Queen's enemies, 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 ejusdem generis shall not apply, provided further, however, that the Corporation shall be prompt and diligent in removing the cause of such interruption and as soon as the cause thereof is removed the Corporation shall without delay supply said energy.

22. (a) From and after the effective date the Corporation will henceforth duly observe and perform all obligations of the City under all contracts, engagements, statutes, regulations, orders or other requirements relating to the subject matter hereof and the providing and maintenance of electrical energy to the City, its inhabitants, consumers and customers, including without restricting the generality of the foregoing all liability of the City for the return of any money deposited with it by consumers, employees or others, for the payment of interest thereon, under all contracts for services of the staff, employees and workmen referred to in clause 15 hereof and all restrictive stipulations, covenants and conditions to which the property and system hereby conveyed and assigned are or may be subject.
- (b) Notwithstanding anything to the contrary herein contained or in any Act or regulations contained, from and after the effective

date the City shall be under no further obligation to supply electrical energy to persons, firms or corporations whose supply has been derived from it, or to continue to purchase oil or other fuel for the purpose of the generating plant forming part of the system.

(c) From and after the effective date the Corporation shall keep and save harmless and effectually indemnify the City from and against all said matters hereinbefore set out or mentioned, and from and against all actions, claims, proceedings, costs, expenses and demands whatsoever for loss, injury, damages and/or compensation either to real or personal property or to any person, firm or corporation whatsoever and whether founded on tort or contract or otherwise, or caused by, arising out of or in any way attributable to the provisions of this agreement and the sale and purchase hereunder, or caused by, arising out of or in any way attributable to the Corporation generating, distributing, supplying and selling electrical energy within the City, whether the same arises from negligence on the part of the Corporation or not and, without limiting the generality of the foregoing, whether the same is attributable to any act done by or any omission of the Corporation, its agents or servants in the construction, maintenance or operation of its generation and distribution system, including all costs and expenses which the City may incur or be put to in connection with any of such claims or actions.

(d) In construing the provisions of this clause 22, the rule of construction ejusdem generis shall not apply.

23. Subject to the provisions of this agreement, the City reserves to itself all rights, powers and authorities, privileges and exemptions which from time to time may be conferred upon it or municipalities generally under Acts, whether public, general, local or personal, orders and regulations which may from time to time govern or regulate the dealings of municipal bodies, with the Corporation or its successors, or with the Government of Saskatchewan with respect to the provision and supply of electrical energy.

24. Notwithstanding anything to the contrary herein contained or in any Act or regulations contained:

- (a) In the event that the Corporation does not make payment of any of the monies payable hereunder by the Corporation to the City at the times and on the dates required or on demand if applicable, such monies shall bear interest at the rate of six (6%) per cent per annum on all amounts remaining unpaid from the due date or date of demand as the case may be until payment.
- (b) For the purposes of section 273 of The City Act, the monies payable hereunder for the system by the Corporation to the City shall be deemed to be the actual value of the system as at the effective date and the date of this agreement,
- (c) All payments due hereunder by the Corporation to the City shall be made to the City at par at the office of the City Treasurer, Regina, Saskatchewan, and by the City to the Corporation at par at its head office at Regina, Saskatchewan.
- (d) The City shall, in the event of default by the Corporation in any payment; in addition to all other rights or remedies it may have, be entitled to take all such actions in respect thereof as it could if it were a debenture holder, and the Corporation a municipal body to which the provisions of The Municipal Public Works Act applied, including without restricting the generality thereof, the provisions of sections 47, 48 and 49 of said Act.
- (e) Notwithstanding anything to the contrary herein contained or in any Act or regulations contained, the City's auditors or representatives shall have access at all reasonable times to the records of the Corporation relating to the sale or supply of electrical energy within the City in order to determine the payments due from the Corporation to the City in accordance with the provisions of this agreement, and the Corporation shall make available to the City as soon as the same are prepared, audited statements relating

to the sale and supply of electrical energy within the City.

25. Notwithstanding anything to the contrary herein contained or in any Act or regulations contained, in the event of the Corporation failing to implement or strictly comply with all or any of the terms and conditions and provisions of this agreement or any agreement made between the Corporation and the City and referred to in this agreement, the City shall have the right and power to give notice to the Corporation requiring that within such time as may reasonably be specified by the City the Corporation shall remedy such default. In the event of the Corporation failing within the time limited to remedy such default the City may, with notice to the Corporation, submit the matter to arbitration in the manner hereinafter provided. Said arbitration shall determine whether or not the Corporation is in default and make such orders as may to such board appear to be reasonable. The provisions of clause 26 hereof and of The Arbitration Act of Saskatchewan so far as the same is not inconsistent herewith, shall apply to submissions and arbitrations pursuant to this clause.

26. All matters which according to the terms of this agreement are determinable by arbitration failing agreement shall be submitted to three arbitrators, one to be appointed by the City, one by the Corporation, and the third to be appointed by such two arbitrators, or if they cannot agree, then by a Judge of the Court of Queen's Bench of Saskatchewan. Findings and awards of the arbitrators shall be final and binding upon the parties hereto subject to appeal as hereinafter set forth. The Arbitration Act of Saskatchewan shall, insofar as the same is not inconsistent herewith, apply to every submission made hereunder. Notwithstanding anything herein contained or in any Act or regulations contained, any award of an arbitration board constituted hereunder may be enforced in the same manner as a judgment or order of the Court of Queen's Bench to the same effect.

There may be an appeal from any award pursuant to arbitration hereunder and said appeal shall be taken pursuant to the provisions of The Arbitration Act of Saskatchewan.

27. (a) Except as hereinafter provided, this agreement shall be in effect from and after the date hereof and shall continue in effect

until terminated by mutual agreement of the parties.

- (b) On the expiration of twenty-five (25) years from the effective date the provisions of clause 11 (a)(i), 11 (a)(ii), 11 (b)(i), 11 (b)(iii), 11 (b)(vii), 11 (e), shall terminate and be of no further effect.
- (c) At the expiration of twenty-five (25) years from the effective date the City shall have the right and shall be entitled to receive in addition to all amounts thereafter to be paid to the City under the provisions of the agreement (except those provisions set out in clause (b) above), such additional amounts whether by way of surcharge or otherwise as at that date or at any time thereafter may be then provided or authorized by statute or regulations or Corporation policy.
- (d) Notwithstanding the foregoing provisions of this clause, the City acknowledges and agrees that the monies agreed to be provided, maintained and paid to the City under the provisions of clause 11 of this agreement during a period of twenty-five (25) years from the date hereof constitute full and complete consideration to the City for the purchase by the Corporation of the system as defined in clause 1 of this agreement and that any monies which continue to be paid to the City after the expiration of twenty-five (25) years from the effective date shall be in no way construed as part of the purchase price of the system.
- (e) On the payment to the City of all amounts which the City is entitled to receive during the period of twenty-five (25) years from the effective date, the provisions of clause 24 (d) shall thereupon terminate and be of no further effect.

28. Any waiver by either of the parties hereto or failure to exercise any right or enforce any remedy hereunder 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.

29. Any notices which are required or permitted to be served upon either of the parties hereto in pursuance of this agreement shall be deemed to be effectually served if a copy thereof is left, in the case of the Corporation at the office of the General Manager, Assistant General Manager, or Secretary, or in the case of the City with the office of the City Clerk at Regina, Saskatchewan.

30. (a) The Corporation shall not assign this agreement without the consent in writing of the City first had and obtained, nor shall the Corporation assign, transfer, sell or set over to any person the right of operating the system or supplying electrical energy to the City, its inhabitants or consumers therein, without the consent of the City.

(b) Except as otherwise provided by this agreement during the term of this agreement the City shall not at any time grant any right, privilege or franchise to any person, partnership or corporation for the distribution and sale of electrical energy within the City.

31. (a) This agreement shall have no effect and shall be conditional upon the passing of an Act by the Legislative Assembly of Saskatchewan at its Fifteenth Session (and the proclamation thereof prior to the effective date hereof) approving, ratifying, validating and confirming this agreement and schedules hereto and authorizing and binding the Corporation and the City to the performance of all obligations and undertakings therein and in particular authorizing the City, notwithstanding any other Act or regulations which may have relation thereto, to take and appropriate all monies paid to the City by the Corporation pursuant to the provisions of this agreement and schedules hereto (except monies paid pursuant to clause 12 in repayment of debentures) and to deal with said money, as if it were money raised by general rate for general municipal purposes and not capital account, with no obligation to apportion any of such money between the City and any local governing body which may be financed through taxes levied by the City.

(b) If the said Act be not passed and proclaimed on or before the effective date hereof, or if any of the powers deemed by the City of Regina necessary as a condition of its willingness to be bound by this agreement and schedules hereto, are not contained in said Act, the City may, by notice in writing served upon the Corporation, at any time before the effective date, withdraw from this agreement and thereupon this agreement shall be void and of no effect.

32. Wherever words are used in this agreement or any of the schedules here-to, importing the masculine gender, the same shall include the feminine and neuter, and any corporation to which the context may extend, and words in the singular shall include the plural, and words in the plural shall include the singular.

IN WITNESS WHEREOF the parties hereto have executed this agreement

the day and year first above written.

The corporate seal of the)
City of Regina is hereunto)
affixed in the presence of)
its proper signing officers)
in that regard.)

THE CITY OF REGINA

Per: H. P. Parker
MAYOR

Per: E. L. B. ...
CITY CLERK

The corporate seal of Sas-)
katchewan Power Corporation)
is hereunto affixed in the)
presence of its proper sign-)
ing officers duly authorized)
in that behalf.)

SASKATCHEWAN POWER CORPORATION

Per: D. J. Stewart
Chairman

Per: L. J. G. Janne
Secretary

THIS AGREEMENT made effective the 1st day of January, 1991.

BETWEEN:

SASKATCHEWAN POWER CORPORATION,
a body corporate having its head office
in the City of Regina, in the Province
of Saskatchewan ("SaskPower")

- and -

THE RURAL MUNICIPALITY OF ESTEVAN NO. 5,
a rural municipality pursuant to The
Rural Municipality Act, R.S.S. 1978,
c. R-26 (hereinafter referred to as the "R.M")

WHEREAS SaskPower is, or may become, the registered owner of certain real property situate in the R.M. which real property is, has been, or may be, utilized by SaskPower for its coal production operations; and

WHEREAS SaskPower has agreed to pay compensation in lieu of taxes on such real property, which compensation shall be paid to the R.M. and distributed in accordance with this agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained the parties agree as follows:

1. For purposes of this agreement, the term "Lands" shall mean all real property located in the R.M. which at the relevant time is registered in the name of SaskPower and is being used by SaskPower exclusively for the purpose of coal production, but excludes real property for which the R.M. is, receiving from any party either real property taxes for or a payment in lieu of such real property taxes.
2. SaskPower shall pay to the R.M. on or before September 1st each and every year during the term of this Agreement a sum equal to the full amount of real property taxes that would be assessed and payable on the Lands for such year to the R.M. if the Lands were subject to real property taxes.

3. The assessed value of the Lands used for purposes of Section 2 shall be determined on the basis of the use of such Lands at the date immediately prior to the date SaskPower became registered owner.

4. The R.M. undertakes that within 30 days from date of receipt by it of payment from SaskPower pursuant to Section 2, it will allocate such sum among those parties who would be entitled to share in such sum if it were payment of real property taxes, payable to the R.M. and within such 30 day period it shall forward to each entitled party such party's proportionate share, with the R.M. retaining its proportionate share. In addition, the R.M. shall not later than 60 days from the date SaskPower makes such payment, forward to SaskPower a statement showing the allocation of such sum and the date distribution of payment was forwarded to each party entitled to payment pursuant to this Section 4.

5. During the term of this Agreement SaskPower shall notify the R.M. if it becomes registered owner of or ceases to be registered owner of any real property, if such acquisition or disposition results in such real property being excluded from or included as part of the Lands, and SaskPower shall specify in such notice the legal description of such real property and the effective date of such acquisition or disposition, as the case may be.

6. Subject to paragraph 9, this Agreement shall be in effect until the earlier of such time as SaskPower ceases to be registered owner of any Lands or SaskPower is obligated by statute or otherwise to pay taxes or grants in lieu of taxes to the R.M. with respect to the Lands ("Termination Date"). Effective on the Termination Date, this Agreement shall be deemed terminated and of no further force and effect, subject only to such obligations and undertakings to such date of termination being completed.

7. The parties specifically acknowledge and agree that payment by SaskPower hereunder is not to be construed, nor is it intended to be construed, as an obligation of SaskPower's or of an indication of a particular policy or practise, nor is it intended to serve as a precedent in any circumstances whatsoever.

8. The parties specifically acknowledge and agree that acceptance of funds paid by SaskPower hereunder is not to be construed, nor is it intended to be construed, as

an obligation of the R.M. or of an indication of a particular policy or practise, nor is it intended to serve as a precedent in any circumstances whatsoever.

9. In the event that the R.M. defaults in its obligation pursuant to paragraph 4 of this Agreement, SaskPower may, on 30 days notice to the R.M., terminate this Agreement.

10. The parties agree that all notices to be given by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or faxed or sent by registered mail to the party in question as follows:

To SaskPower:

Saskatchewan Power Corporation
2025 Victoria Avenue
Regina, Saskatchewan
S4P 0S1

Attention:

Fax:

cc. Saskatchewan Power Corporation
2025 Victoria Avenue
Regina, Saskatchewan
S4P 0S1

Attention: General Counsel
Fax: 566-3113

To R.M. of Estevan:

R.M. of Estevan No. 5
1329 - 4th Street
Estevan, Saskatchewan
S4A 0X1

11. This Agreement shall be governed by the laws of the province of Saskatchewan.

12. Neither this Agreement nor any rights, duties or obligations hereunder may be assigned by any other parties hereto without the prior written consent of the other party, which consent may be arbitrarily withheld.

13. The parties agree that they shall execute such further other documents and do such further and other things as may be necessary or advisable to give effect to this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals duly attested to by the proper officers on their behalf as of the day and year first above written.

SASKATCHEWAN POWER CORPORATION

SPC
Approved
For
Execution
me

Per: M. J. Ferguson

Vice-President

— Per: E. M.

Assistant Secretary

THE RURAL MUNICIPALITY OF
ESTEVAN NO. 5

Per: R. J. Oberste

Per: J. M. Nahrgang

(misc\agt10-a)

THIS AGREEMENT made effective the 1st day of January, 1991.

BETWEEN:

SASKATCHEWAN POWER CORPORATION,
a body corporate having its head office
in the City of Regina, in the Province
of Saskatchewan ("SaskPower")

- and -

THE RURAL MUNICIPALITY OF HART BUTTE NO. 11,
a rural municipality pursuant to The
Rural Municipality Act, R.S.S. 1978,
c. R-26 (hereinafter referred to as the "R.M")

WHEREAS SaskPower is, or may become, the registered owner of certain real property situate in the R.M. which real property is, has been, or may be, utilized by SaskPower for its coal production operations; and

WHEREAS SaskPower has agreed to pay compensation in lieu of taxes on such real property, which compensation shall be paid to the R.M. and distributed in accordance with this agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained the parties agree as follows:

1. For purposes of this agreement, the term "Lands" shall mean all real property located in the R.M. which at the relevant time is registered in the name of SaskPower and is being used by SaskPower exclusively for the purpose of coal production, but excludes real property for which the R.M. is, receiving from any party either real property taxes for or a payment in lieu of such real property taxes.
2. SaskPower shall pay to the R.M. on or before September 1st each and every year during the term of this Agreement a sum equal to the full amount of real property taxes that would be assessed and payable on the Lands for such year to the R.M. if the Lands were subject to real property taxes.

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3. The assessed value of the Lands used for purposes of Section 2 shall be determined on the basis of the use of such Lands at the date immediately prior to the date SaskPower became registered owner.

4. The R.M. undertakes that within 30 days from date of receipt by it of payment from SaskPower pursuant to Section 2, it will allocate such sum among those parties who would be entitled to share in such sum if it were payment of real property taxes, payable to the R.M. and within such 30 day period it shall forward to each entitled party such party's proportionate share, with the R.M. retaining its proportionate share. In addition, the R.M. shall not later than 60 days from the date SaskPower makes such payment, forward to SaskPower a statement showing the allocation of such sum and the date distribution of payment was forwarded to each party entitled to payment pursuant to this Section 4.

5. During the term of this Agreement SaskPower shall notify the R.M. if it becomes registered owner of or ceases to be registered owner of any real property, if such acquisition or disposition results in such real property being excluded from or included as part of the Lands, and SaskPower shall specify in such notice the legal description of such real property and the effective date of such acquisition or disposition, as the case may be.

6. Subject to paragraph 9, this Agreement shall be in effect until the earlier of such time as SaskPower ceases to be registered owner of any Lands or SaskPower is obligated by statute or otherwise to pay taxes or grants in lieu of taxes to the R.M. with respect to the Lands ("Termination Date"). Effective on the Termination Date, this Agreement shall be deemed terminated and of no further force and effect, subject only to such obligations and undertakings to such date of termination being completed.

7. The parties specifically acknowledge and agree that payment by SaskPower hereunder is not to be construed, nor is it intended to be construed, as an obligation of SaskPower's or of an indication of a particular policy or practise, nor is it intended to serve as a precedent in any circumstances whatsoever.

8. The parties specifically acknowledge and agree that acceptance of funds paid by SaskPower hereunder is not to be construed, nor is it intended to be construed, as

- 3 -

an obligation of the R.M. or of an indication of a particular policy or practise, nor is it intended to serve as a precedent in any circumstances whatsoever.

9. In the event that the R.M. defaults in its obligation pursuant to paragraph 4 of this Agreement, SaskPower may, on 30 days notice to the R.M., terminate this Agreement.

10. The parties agree that all notices to be given by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or faxed or sent by registered mail to the party in question as follows:

To SaskPower:

Saskatchewan Power Corporation
2025 Victoria Avenue
Regina, Saskatchewan
S4P 0S1

Attention:

Fax:

cc. Saskatchewan Power Corporation
2025 Victoria Avenue
Regina, Saskatchewan
S4P 0S1

Attention: General Counsel
Fax: 566-3113

To R.M. of Hart Butte:

R.M. of Hart Butte No. 11
Box 210
Coronach, Saskatchewan
S0H 0Z0

11. This Agreement shall be governed by the laws of the province of Saskatchewan.

12. Neither this Agreement nor any rights, duties or obligations hereunder may be assigned by any other parties hereto without the prior written consent of the other party, which consent may be arbitrarily withheld.

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13. The parties agree that they shall execute such further other documents and do such further and other things as may be necessary or advisable to give effect to this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals duly attested to by the proper officers on their behalf as of the day and year first above written.

SASKATCHEWAN POWER CORPORATION

SPU
Approved
For
Execution
W.L.

Per: M. H. Green
Vice-President

Per: E. S. G.
Assistant Secretary

**THE RURAL MUNICIPALITY OF
HART BUTTE NO. 11**

Per: John R. Totton

Per: W.A. [initials]