

TO THE HONOURABLE

THE LIEUTENANT GOVERNOR IN COUNCIL

The undersigned has the honour to report that:

1. That Subsection 4 of Section 34 of The Power Corporation Act reads as follows:

"34(4) Where a contract or agreement is made with a city or town for the supply of electrical energy, steam or gas to the City or town in bulk for the purposes of a distribution system belonging to the city or town, the contract or agreement shall be subject to the approval of the Lieutenant Governor in Council, and upon such approval being given, the contract or agreement shall be valid and binding on the parties thereto and shall not be open to question on any ground whatever, notwithstanding anything in this Act or in any other Act to the contrary."

2. The Corporation proposes to amend an agreement with the City of Swift Current ("the City") for the supply of electrical energy to the City in bulk for the purposes of the distribution system belonging to the City, which agreement was approved by Order-in-Council No. 241/87.

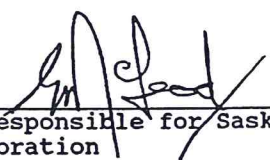
3. The amending agreement shall be effective 1989 November 1. Except as amended, the agreement remains in full force and effect in all other respects .

4. The amending agreement and the terms and conditions thereof are considered to be in the mutual interest of the Corporation and the City.

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The undersigned has the honour, therefore, to recommend that Your Honour's Order do issue pursuant to Section 34(4) of The Power Corporation Act, approving and authorizing the Saskatchewan Power Corporation to execute an amending agreement dated November 1, 1989, thereby amending an agreement dated December 19, 1986 and approved by Order-in-Council No. 241/87, between the City of Swift Current and the Saskatchewan Power Corporation regarding the supply of electrical energy in bulk, a copy of which proposed amending agreement is attached hereto as Schedule A.

Recommended by:


Minister Responsible for Saskatchewan
Power Corporation

Approved by:


President of the Executive Council

Ordered by:


Lieutenant Governor

Regina, Saskatchewan

CERTIFIED TRUE COPY


Clerk of the Executive Council

APPROVED
Department of Justice

**AMENDMENT TO
ELECTRICAL SUPPLY AGREEMENT**

Between

Saskatchewan Power Corporation

of

Regina, Saskatchewan

and

City of Swift Current

in

Saskatchewan

THIS AMENDING AGREEMENT made in duplicate *December 29*, A.D., 1989,

BETWEEN:

SASKATCHEWAN POWER CORPORATION,
a body corporate with head office at the
City of Regina, in the Province of
Saskatchewan, hereinafter called the "Corporation"

of the first part;

and

THE CITY OF SWIFT CURRENT,
a municipal corporation in the Province of
Saskatchewan, hereinafter called the "City"

of the second part;

WITNESSETH AS FOLLOWS:

WHEREAS by Agreement in writing dated as at 1986
December 19, hereinafter called "the Agreement", the Corporation
has agreed to supply electrical energy in Bulk to the City, and

WHEREAS the parties hereto agree to amend the
Agreement.

NOW, THEREFORE THE PARTIES do hereby mutually
covenant and agree as follows:

I. Effective 1989 November 01, the Agreement is amended by
adding to clause 16(a) after item iv):

"v) Southwest quarter of section 20, Range 15,
Township 13, West of the Third Meridian;

vi) Legal Subdivision 12 of Section 20, Range 15,
Township 13, West of the Third Meridian"

and adding to clause 16(b) after item iv):

"v) Southwest quarter of section 20, Range 15,
Township 13, West of the Third Meridian;

vi) Legal Subdivision 12 of Section 20, Range 15,
Township 13, West of the Third Meridian"

II. It is understood and agreed that the Corporation has and will continue to have, operate and maintain 25 kV facilities or lines (or replacements thereof) located within the areas set out in clause 16 and used to supply electrical energy to customers outside the said area.

III. In all other respects except as amended by this Agreement, the Agreement remains in full force and effect.

IV. This Agreement shall be submitted to and receive the approval of the Lieutenant Governor in Council as required under the Power Corporation Act before the same shall become effective.

WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

SEALED with the Corporate Seal
of the City of Swift Current,
attested by

) CITY OF SWIFT CURRENT
)
)
)
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)
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Mayor


City Clerk

and

SEALED with the Corporate Seal
of Saskatchewan Power Corporation)
as attested to be the hands of)
proper officers in that behalf)
Execution

) SASKATCHEWAN POWER CORPORATION
)
)
)
)
)
)



RESIDENT


General Counsel & Secretary

24 March 1987

241/87

TO HIS HONOUR

THE LIEUTENANT GOVERNOR IN COUNCIL

The undersigned has the honour to report that:

1. That Subsection 4 of Section 34 of The Power Corporation Act reads as follows:

"34(4) Where a contract or agreement is made with a city or town for the supply of electrical energy, steam or gas to the city or town in bulk for the purposes of a distribution system belonging to the city or town, the contract or agreement shall be subject to the approval of the Lieutenant Governor in Council, and upon such approval being given and subject to The Public Utilities Review Commission Act, the contract or agreement shall be valid and binding on the parties thereto and shall not be open to question on any ground whatever, notwithstanding anything in this Act or in any other Act to the contrary."

2. The Corporation proposes to enter into an agreement with the City of Swift Current ("the City") for the supply of electrical energy to the City in bulk for the purposes of the distribution system belonging to the City.

3. The said agreement shall be effective for a term of five years commencing June 1, 1986 and thereafter on a year to year basis. The agreement may be terminated by either party giving written notice of at least twelve months indicating an intention to terminate after May 31, 1991.

4. The said agreement and the terms and conditions thereof are considered to be in the mutual interest of the Corporation and the City.


The undersigned has the honour, therefore, to recommend that Your Honour's Order do issue pursuant to Section 34(4) of The Power Corporation Act, approving and authorizing Saskatchewan Power Corporation to execute an agreement dated

December 19, 1986, between the City of Swift Current and
Saskatchewan Power Corporation regarding the supply of
electrical energy in bulk, a copy of which proposed agreement
is attached hereto as Schedule A.

Recommended by:


Minister-In-Charge of Saskatchewan
Power Corporation

Approved by:



A/President of the Executive Council

Ordered by:



Lieutenant Governor

Regina, Saskatchewan

CERTIFIED TRUE COPY



A/President of the Executive Council

Schedule A

ELECTRICAL SUPPLY AGREEMENT

Between

SASKATCHEWAN POWER CORPORATION

of

REGINA, SASKATCHEWAN

and

THE CITY OF SWIFT CURRENT

in

SASKATCHEWAN

THIS AGREEMENT made in duplicate as at 1986 December 19.

BETWEEN:

SASKATCHEWAN POWER CORPORATION, a body corporate with head office at the City of Regina, in the Province of Saskatchewan, hereinafter called "the Corporation"

of the first part;

AND

THE CITY OF SWIFT CURRENT, a municipal corporation in the Province of Saskatchewan, hereinafter called the "City,"

of the second part.

WITNESSETH that the Corporation and the City do hereby mutually covenant and agree one with the other as follows:

1. The Corporation agrees to supply to the City and the City agrees to purchase solely and exclusively from the Corporation all electrical energy to be used for both the corporate purposes of the City and for resale to the inhabitants of the City, herein after cumulatively referred to as "the City's requirements".

NOTWITHSTANDING the foregoing, the City may, at its option, install standby facilities to generate electricity for its own emergency use in the event that the Corporation is unable to supply electrical energy.

2. This Agreement shall be effective from 1986 June 01 for an initial term of five (5) years and shall thereafter continue in effect from year to year until terminated by twelve (12) months' written notice given by either party to the other.

3. The Corporation shall have available for supply and delivery and shall supply and deliver to the City, electrical energy adequate to meet the City's requirements every day during the term hereof except as otherwise provided.

4. Said electrical energy referred to in Clause 3 above shall be made available at the following delivery points at the voltages stated and subject to the limitations stated below:

- i) At 25 kV on the load side of the deadend insulators on the metering structure on the existing City 25 kV SW5 feeder located at the Corporation's Swift Current Substation,

provided, however, that the maximum load on this feeder shall not exceed 22 MV.A; and

ii) From and after a mutually acceptable date in 1987, at 138 kV on the line side terminals of the 138 kV isolating switch of the City owned and operated 138 kV substation located at NE $\frac{1}{4}$ Sec. 36 Twp. 15 Rge. 14 W3M, provided, however, that the maximum load to be supplied at this location shall not exceed 30 MV.A; and

iii) At any other location requested by the City and agreed to by the Corporation provided that the City shall pay to the Corporation all of its costs necessarily incurred to provide such additional point of delivery or such portion of said costs as may be mutually agreed by the City and the Corporation,

PROVIDED HOWEVER that the Corporation shall not be obligated to provide more than a total of 40 MVA to the points of delivery described.

5. The Corporation shall exercise its best endeavors to limit variations from the nominal frequency and the nominal voltage to tolerable values, which for the purpose of this Agreement shall, in regard to voltage variations, be as follows:

i) Plus and minus 5 percent in relation to the Corporation's 25 kV supply bus; and

ii) Plus 5 percent and minus 15 percent in relation to the 138 kV supply bus,

provided, however, that in no event shall the Corporation be liable to the City for any loss, damage or injury from variations in the nominal frequency or from the nominal voltage of electrical energy supplied hereunder.

6. Notwithstanding any payments made by the City to the Corporation to furnish and construct additional electrical facilities, the complete facilities to the point of delivery will be and remain the property of the Corporation, and the Corporation shall be solely responsible for the operation and maintenance of such facilities.

7. (a) The City agrees to take delivery of the electrical energy at the said points of delivery and from the said points of delivery to provide all necessary works to supply electrical energy to the load or loads connected and

to maintain such works in safe and efficient condition and in accordance with all applicable statutes, regulations, or codes.

(b) The City further agrees to be obtain, install and maintain, at its sole expense all or any necessary devices to protect the equipment of the City from any damage that might be occasioned by abnormalities in the power supply.

8. The City agrees to take and use electrical energy supplied by the Corporation in such a manner as in the opinion of the Corporation shall prevent any abnormal fluctuation of the Corporation's line voltages, shall not endanger any equipment of the Corporation and shall not interfere with the operations or equipment of other consumers.

9. (a) Subject to subclause (c), title to the electrical energy delivered hereunder shall pass to the City at the points of delivery hereinbefore specified and thereafter the sole responsibility and liability in relation thereto and the use thereof shall attach to the City.

(b) The Corporation shall not be liable for any damage or damages to the City arising directly or indirectly out of any failure of the supply of electrical energy or any part thereof or from variation in the nominal frequency or the nominal voltage or any other defect in the electrical energy supplied hereunder.

(c) The City shall indemnify, save harmless, and defend the Corporation from all expense, liability, claims, or causes of action for injury to or death of persons, damage to property, or other loss alleged, pressed or prosecuted by any third party arising out of or caused by the installation, presence, maintenance, or operation of the property and equipment of the Corporation or the City, by the failure of supply by the Corporation or the City or by the defective supply by the Corporation or the City even if caused by the Corporation's negligence, gross negligence or willful act.

10. (a) Should the Corporation at any time or times be prevented from delivering the said electrical energy or any part thereof by reason of strike, lockout, riot, lightning, fire, invasion, explosion, hurricane, flood, act of God, the Queen's enemies, any other cause or causes reasonably beyond the control of the Corporation, or, notwithstanding any other provision herein contained, power outage directed by the Corporation and in its opinion necessary as a direct or indirect result of or to ration power or to alleviate the effects of a condition of force majeure, the Corporation shall not be

obligated to deliver such 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 any such interruption and as soon as the cause of any such interruption is removed the Corporation shall without delay resume the delivery of electrical energy. Such interruption shall not release the City from any obligation under this Agreement.

(b) Should the Corporation be prevented from supplying electrical energy pursuant to a condition or conditions set out in subclause (a) above, the City will de-energize City feeders automatically on a predetermined basis in a degree similar to load shedding on the balance of the Corporation's system. The automatic load shedding shall be such as will allow the installation of over and under frequency and over and under voltage protection equipment which such protection equipment shall be installed by the City at its own expense upon 12 months' written notice from the Corporation. Such load shedding scheme must be coordinated with the Corporation's load shedding scheme and shall be acceptable to the Corporation.

11. (a) Measurement of the electrical energy and capacity supplied hereunder shall be made by the use of suitable integrating demand-energy metering equipment furnished, installed and maintained by the Corporation. This metering equipment shall be capable of totalizing the consumptions at all points of delivery and shall indicate the totalized integrated demand of all such points and shall be subject to the provisions of the Electricity and Gas Inspection Act, and amendments thereto. At the request of the City, annual adjustments of metering accuracy will be made to as near zero error as practicable, provided that the expense of any such adjustment shall be borne by the City.

(b) The Consumer shall provide at no cost to the Corporation and subject to the approval of the Corporation a safe and suitable location on the Consumer's premises for the installation of the Corporation's metering equipment.

(c) The Corporation shall have free access at all reasonable times to the metering equipment and to all other apparatus and equipment of the Corporation located on the premises of the Consumer for the purpose of inspection, operation, test, adjustment, repair, alteration, construction

and/or removal of the said metering equipment and other apparatus and equipment of the Corporation.

(d) In the event of failure of the metering equipment or any part thereof, or in the event of removal of said metering equipment for maintenance, inspection or adjustment, the maximum demand and/or the electrical consumption shall be determined by reference to data obtained from other metering facilities installed or from data obtained from individual feeder meters or, in the event that adequate information is not available, shall be agreed between the parties.

12. The rates to be charged to the City for electrical capacity provided and electrical energy delivered by the Corporation shall be the rates in effect in accordance with law from time to time appropriate to the nature of service hereunder provided.

13. Accounts for electrical energy supplied by the Corporation to the City shall be paid by the City to the Corporation within fifteen days (15) after receipt thereof. If unpaid at the expiration of the said fifteen-day period, the account shall be in arrears and bear interest at the rate set or approved by law or by any body having jurisdiction and, failing rate set or approved by law or by any body having jurisdiction, at one percent more than Royal Bank prime interest rate in effect at the first day after expiration of said fifteen-day (15) period, such interest shall accrue and be payable from and after the sixteenth day (16) after the City's receipt of the account.

14. The duly authorized representatives of both parties shall have the right to inspect the apparatus and plant used in recording the Consumer's energy and demand and may copy data therefrom at all reasonable hours. For purposes of such examination and/or copying, each party shall, on request, place at the disposal of the other party meter records and any other information relating to the energy and capacity provided to the Consumer.

15. The City shall retain ownership and possession of and shall control and operate the distribution system in the City and shall distribute and sell electrical energy to consumers in the City. The City shall not sell, lease, mortgage, encumber, charge or in any way dispose of or yield control of the

distribution system in the City, except with the previous written consent of the Corporation, but this provision shall not preclude the right of the City to include the said distribution system as an asset when issuing a general pledge as security for financing in the ordinary course of carrying on the administration of its civic affairs.

16. (a) The Corporation shall not sell electrical energy for distribution or consumption within the limits of the City as established on the first day of January, 1958, and within the following areas:

- i) North half of Section 31, Range 15, Township 13, West of the Third Meridian
- ii) North half of Section 36, Range 15, Township 14, West of the Third Meridian
- iii) East half of Section 35, Range 15, Township 14, West of the Third Meridian
- iv) South East quarter of Section 31, Range 15, Township 13, West of the Third Meridian

except as may otherwise be agreed to.

- (b) The City shall not sell electrical energy for distribution or consumption outside the limits of the City as established on the first day of January, 1958, and outside the following areas:

- i) North half of Section 31, Range 15, Township 13, West of the Third Meridian
- ii) North half of Section 36, Range 15, Township 14, West of the Third Meridian
- iii) East half of Section 35, Range 15, Township 14, West of the Third Meridian
- iv) South East quarter of Section 31, Range 15, Township 13, West of the Third Meridian

except as may otherwise be agreed to in writing between the parties, and the area served by each party shall be referred to as its service area.

17. In the event that the Corporation collects surcharges pursuant to Section 36(2) of The Power Corporation Act, R.S.S. 1978, C.P.19, it is agreed between the City and the Corporation that the Corporation is not its own Customer and therefore the following shall be excluded from the imposition of the additional charge, and the City further agrees that no payment shall be made

by the Corporation to the City in respect of any electrical energy consumption by the Corporation within the City.

18. (a) Subject to the exclusions referred to in Subclause (b) the City and the Corporation agree that the Corporation shall pay to the City each year as a grant in lieu of taxes a sum equal to five percent (5%) of the net revenue of the Corporation derived from the sale of electrical energy to customers residing in its service area within the limits of the City as they may exist from time to time. Payments shall be made by the Corporation to the City half-yearly in July and January, in respect of revenue derived by the Corporation during each preceding six (6) month period.

(b) It is further agreed between the City and the Corporation that the value of electrical energy used by the Corporation for the lighting of buildings, in the Corporation's service area, belonging to or occupied by the Corporation or for other purposes connected with or incidental to the operations of the Corporation within the City and all accounts of the City for street lighting shall be excluded from the computation of the grant in lieu of taxes provided for in Subclause (a).

19. Either party hereto shall permit the other upon request to make joint use of such transmission or distribution facilities as are available for the transmission or distribution of electrical energy within the limits of the City, upon reasonable compensation being paid by the party requesting joint use to the party permitting joint use to be made of its facilities.

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

21. It is understood and agreed whenever the singular and the masculine pronoun are used throughout this Agreement, the same shall be construed as meaning the plural or the feminine (neuter in the case of a Corporation) gender as the context may require.

22. This Agreement shall not be modified, amended, or affected by any promise, agreement, or representation by any agent, servant, or employee of either party unless the same shall be mutually agreed to in writing and signed respectively by the duly authorized officers of both parties.

23. This Agreement shall be submitted to and receive the approval of the Lieutenant Governor in Council as required under the Power Corporation Act before the same shall become effective.

24. This Agreement supercedes and terminates the Electrical Supply Agreement dated 1972 June 15, between the parties hereto.

25. Notices to the Corporation under this Agreement shall be addressed to it at Regina, Saskatchewan, and notices to the City shall be addressed to it at Swift Current, Saskatchewan. Either party may change its or his address under this section at any time upon written notice to such effect.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

SEALED with the Corporate Seal
of the City of Swift Current,
attested by

and

) CITY OF SWIFT CURRENT

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SEALED with the Corporate Seal of
Saskatchewan Power Corporation as
attested to by the hands of its
proper officers in that behalf

) SASKATCHEWAN POWER CORPORATION

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