

***An Act to confirm Certain
Bylaws of the City of Moose
Jaw and a Certain
Agreement entered into
between the City of Moose
Jaw and Iowa Southern
Utilities Company of
Delaware***

being a Private Act

Chapter 105 of the *Statutes of Saskatchewan, 1930*
(effective February 28, 1930).

NOTE:

This consolidation is not official. Amendments have been incorporated for convenience of reference and the original statutes and regulations should be consulted for all purposes of interpretation and application of the law. In order to preserve the integrity of the original statutes and regulations, errors that may have appeared are reproduced in this consolidation.

1930

CHAPTER 105

An Act to confirm Certain Bylaws of the City of Moose Jaw and a
Certain Agreement entered into between The City of Moose Jaw and
Iowa Southern Utilities Company of Delaware

(Assented to February 28, 1930)

Preamble

WHEREAS on the 10th day of February, 1930, bylaw No. 1345 was finally passed by the Council of the City of Moose Jaw, a copy of which bylaw forms schedule A to this Act; and

Whereas on the 10th day of February, 1930, bylaw No. 1346 was finally passed by the Council of the City of Moose Jaw, a copy of which bylaw forms schedule B to this Act; and

Whereas bylaw No. 1346 has been submitted to the vote of the burgesses of the City of Moose Jaw and has received the assent of two-thirds of the burgesses voting thereon in accordance with the provisions of sections 287 to 324 of *The City Act*; and

Whereas the sale provided for in bylaw No. 1345 has received the approval of the Local Government Board, which board has also, by its order, directed that the property so sold shall be free from any charge or lien on account of any debentures issued by the City of Moose Jaw which are a charge or lien on the property so sold; and

Whereas by the said bylaws numbers 1345 and 1346 the Mayor and City Clerk of the City of Moose Jaw were authorised and empowered to execute on behalf of the City of Moose Jaw an agreement between the City of Moose Jaw and Iowa Southern Utilities Company of Delaware and to affix thereto the corporate seal of the said city; and

Whereas the said agreement, a copy of which forms schedule C to this Act, was executed in duplicate on the 11th day of February, 1930; and

Whereas by the said bylaw No. 1345 it was enacted that certain property described in the said bylaw, including the property described in schedule No. 1 to the said agreement, be sold to Iowa Southern Utilities Company of Delaware and the Mayor and City Clerk were authorised to do such things and execute such documents on behalf of the said city as might be necessary to give effect to the provisions of the said bylaw; and

Whereas the City of Moose Jaw has presented a petition to the Legislature of the Province of Saskatchewan praying that it be enacted as hereinafter set forth; and

Whereas it is expedient to grant the prayer of the said petition:

Now therefore His Majesty, by and with the advice and consent of the Legislative Assembly of Saskatchewan, enacts as follows:

Bylaws and agreement ratified

1 Bylaw No. 1345 of the City of Moose Jaw which was finally passed by the municipal council of the said city on the 10th day of February, 1930, and bylaw No. 1346 which was finally passed by the municipal council of the said city on the 10th day of February, 1930, and the agreement which was executed by the said city and Iowa Southern Utilities Company of Delaware on the 11th day of February, 1930, which bylaws and agreement are set forth in schedules A, B and C respectively hereto, are hereby ratified, confirmed and validated in all respects, and the parties thereto are hereby authorised to carry out the terms, conditions and provisions thereof.

1930, c.105, s.1.

Property free from debentures

2 The property to be sold by the City of Moose Jaw to Iowa Southern Utilities Company of Delaware under the terms of the said agreement shall, when sold, be free from any charge or lien on account of any debentures issued by the said city, which are a charge or lien on the property so sold.

1930, c.105, s.2.

Approval of Local Government Board required before securities are sold

3(1) The approval of the Local Government Board shall be obtained before any shares, stocks, bonds or other securities of the said Iowa Southern Utilities Company of Delaware, or of any other company to which it assigns the said agreement, are offered by the company for sale in Saskatchewan.

(2) The Local Government Board may require production of such documents as it deems necessary, and may grant or withhold its consent in its absolute discretion, and may make its consent subject to such terms and conditions as it deems advisable.

1930, c.105, s.3.

SCHEDULE

(Section 1)

BYLAW NO. 1345

**A BYLAW OF THE CITY OF MOOSE JAW TO SELL CERTAIN PROPERTY
TO**

IOWA SOUTHERN UTILITIES COMPANY OF DELAWARE

The Mayor and Council of the City of Moose Jaw in Council assembled, enacts as follows:

1 That the City sell and does hereby sell to Iowa Southern Utilities Company of Delaware, the City's entire electric power system, including real estate, power plant, distributing system, street lighting system, operating supplies, special contracts, operating agreements and other assets, the property to be sold including, but so as not to restrict the generality of the foregoing, the property and easements specifically set forth in schedule No. 1 hereto, which is hereby declared to be a part of this By-Law, with the exceptions and reservations therein

c. 105 CITY OF MOOSE JAW: CONFIRMING CERTAIN BYLAWS

mentioned, for the price of Two Million, Eight Hundred and Seventy-five Thousand, Five Hundred (\$2,875,000.00) Dollars, payable in cash as soon as this agreement and the By-Law authorizing the same has been validated and confirmed by an Act of the Legislature of the Province of Saskatchewan and the said property conveyed to the Company and a good title given, free from all encumbrances.

2 Until the completion of the purchase and the conveyance of the property to the Company the said property hereby agreed to be sold shall remain at the sole risk of the City. In the even of destruction or injury to any of the said property by fire, lightning, tempest, accident or otherwise before the completion of the purchase, the City shall either replace or make good the same in the same condition as before or make compensation to the Company in an amount necessary to do so, which amount shall be deducted from the purchase price agreed to be paid.

3 That the Mayor and City Clerk be and they are hereby authorised to do such things and execute such documents on behalf of the City as may be necessary to carry into effect the provisions of this By-Law.

READ a first time this 16th day of December, A.D. 1929.

READ a second time this 16th day of December, A.D. 1929.

READ a third time and finally passed in Open Council this 10th day of February, A.D. 1930.

(Sgd.) JAMES PASCOE, *Mayor*.

(Sgd.) D. CRAVEN, *City Clerk*.

SCHEDULE B

(*Section 1*)

BYLAW NO. 1346

**A BYLAW OF THE CITY OF MOOSE JAW TO AUTHORISE THE
EXECUTION OF AN AGREEMENT BETWEEN THE CITY AND IOWA
SOUTHERN UTILITIES COMPANY OF DELAWARE**

WHEREAS it is deemed expedient to grant a special franchise to Iowa Southern Utilities Company of Delaware for the purpose of conducting electricity for the supply of light, heat and power in the City of Moose Jaw on the terms and conditions contained in an agreement hereunto annexed;

AND WHEREAS it is deemed expedient that the City should enter into the said agreement with Iowa Southern Utilities Company of Delaware, a true copy of which proposed agreement is hereunto annexed and marked schedule "A";

NOW THEREFORE the Mayor and Council of the City of Moose Jaw in Council assembled, enacts as follows:

1 That the said proposed agreement hereunto annexed and marked schedule "A" to this By-Law and which is hereby deemed to be a part of this By-Law, be and the same is hereby ratified and confirmed.

2 That the Mayor and City Clerk of the City of Moose Jaw be and they are hereby authorized and empowered to sign the said agreement on behalf of the City and to affix thereto the corporate seal of the City.

3 This By-Law shall come into operation on the day of the final passing thereof.

READ a first time this 16th day of December, A.D. 1929.

READ a second time this 16th day of December, A.D. 1929.

READ a third time and finally Passed in Open Council this 10th day of February, A.D. 1930.

(Sgd.) JAMES PASCOE, *Mayor*.

(Sgd.) D. CRAVEN, *City Clerk*.

SCHEDULE C

(*Section 1*)

AGREEMENT

THIS AGREEMENT made this 11th day of February, A.D. 1930.

BETWEEN:

THE CITY OF MOOSE JAW, a Municipal Corporation

of the Province of Saskatchewan,

Hereinafter called "THE CITY"

- and -

IOWA SOUTHERN UTILITIES COMPANY OF

DELAWARE, a body corporate,

Hereinafter called "THE COMPANY".

WHEREAS the By-Law authorizing the execution of this agreement has received the assent of two-thirds of the burgesses voting thereon in accordance with the provisions of *The City Act, 1926*;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto mutually covenant and agree with each other as follows:

1 The City agrees to sell and the Company agrees to purchase the City's entire electric power system, including real estate, power plant, distributing system, street lighting system, operating supplies, special contracts, operating agreements and other assets, the property to be sold including, but so as not to restrict the generality of the foregoing, the property and easements specifically set forth in schedule "No. 1" hereto with the exceptions and reservations therein mentioned, for the price of Two Million, Eight Hundred and Seventy-five Thousand Five Hundred Dollars (\$2,875,500.00) payable in cash as soon as this agreement and

c. 105 CITY OF MOOSE JAW: CONFIRMING CERTAIN BYLAWS

the By-Law authorizing the same have been validated and confirmed by an Act of the Legislature of the Province of Saskatchewan and the said property conveyed to the Company and a good title given, free from all encumbrances.

2 The City agrees to take the necessary steps to close all streets and lanes or parts thereof agreed to be conveyed to the Company.

3 Until the completion of the purchase and the conveyance of the property to the Company the said property hereby agreed to be sold shall remain at the sole risk of the City. In the event of destruction or injury to any of the said property by fire, lightning, tempest, accident or otherwise before the completion of the purchase, the City shall either replace or make good the same in the same condition as before or make compensation to the Company in an amount necessary to do so, which amount shall be deducted from the purchase price agreed to be paid.

4 The City hereby grants to the Company, its successors and assigns, the exclusive right, franchise and privilege for the term of twenty (20) years from and after the conveyance to the Company of the aforesaid property agreed to be purchased by the Company from the City, to construct, maintain and operate within the City of Moose Jaw as now or hereafter constituted, subject at all times to the supervision and approval of the City Engineer, which consent will not at any time be unreasonably refused, in, under, above, on and/or through any highway, road, street, lane, public place or public water within the jurisdiction of the City, any poles, wires, pipes, conduits, buildings, machinery, erections, structures or other things for the purpose of conducting electricity for the supplying of light, heat and power and distributing, supplying and selling electricity for light, heat and power to the said City and the residents thereof and to persons and corporations beyond the limits thereof, but nothing herein contained shall be taken or read to include the use of natural gas or any other medium than electricity for heating or such other purposes for which the same may be applicable except as provided in this contract.

5 The City further agrees, during the term of this agreement, that it will not grant to any other parties any further or other franchise in connection with electricity, for light, heat and power nor will the City itself engage in the manufacture or sale of electricity within the City for the supply of light, heat and power.

6 In consideration of the granting of this franchise the Company agrees to make improvements to the plant and to enlarge the capacity of the present system by the expenditure of at least Two Hundred and Fifty Thousand Dollars (\$250,000.00), such improvements and enlargement to be made within eighteen (18) months after the conveyance of the property to the Company.

7 The company further agrees to provide an industrialization fund of One Hundred and Fifty Thousand Dollars (\$150,000.00) to be administered jointly by the City and by the Company for the encouraging and establishment of new industries in the City of Moose Jaw.

8 The Company further undertakes that a new industry will be established in the City of Moose Jaw, work to begin as soon as practicable after the confirmation of this franchise by legislation.

9 The Company further agrees to recognize all fair wage schedules which may be agreed upon in addition to the establishment of an old age pension fund and carry group insurance for the benefit of its employees.

10 The Company further agrees to establish their operating headquarters in the City of Moose Jaw for all their business in Canada.

11 The property in the salt water well, located on the property to be conveyed and the right to the use of the water from the said well, shall remain in the City of Moose Jaw, and the City of Moose Jaw, shall have the right at all times to dispose of the water from the said well, as it may see fit, subject however, to the right of the Company to have so much water as may be required for cooling purposes returned to the reservoir in proximity to the power house. The City and its assigns shall at all times have the right of access to the said well and the right to construct and maintain pipe lines over the property of the Company to the well, provided that such pipe lines shall not, unreasonably interfere with the Company's use of its property. It is contemplated that part of the industrial fund established by this agreement may be used for the purpose of erecting a natatorium which will use the water from the well.

12 The rates to be charged by the Company to consumers other than to the City for street lighting and other than those having special contracts shall be the same as at present as set out in schedule "No. 2" attached hereto, including discount for prompt payment, except that the A, B and C rates as set out in the said schedule shall each be reduced by ten per cent (10 per cent) or with the consent and concurrence of the City the Company will so modify the said existing A, B and C rates as to produce an equivalent reduction of ten per cent (10 per cent) in the combined rates of those classes. All future changes or proposed changes of rates before being effective, shall be approved by the City Council, PROVIDED that nothing herein contained shall prevent the Company from making special contracts for the supply of electricity to large consumers or in wholesale quantities having regard to the quantity of consumption, load factor and off peak conditions.

13 The Company shall not discriminate between customers or sell electric energy to any consumers thereof within a radius of ten (10) miles of the City at rates less than are charged by it in the City for similar service having regard to quantity of consumption, load factor and off peak conditions.

14 The Company further agrees that within two (2) years from the completion of the sale of the said property to it, the Company will make a further reduction of five per cent (5 per cent) based on the A, B and C rates as set out in schedule "No. 2" hereto.

15 As operating conditions and earnings permit and increased consumption justifies it, reductions are to be made from time to time in the said rates.

16 The Company agrees that it will not during the first five (5) years of this franchise increase any of the rates aforesaid and after the said period of five years will not increase any of the said rates except upon the consent of the City Council previously obtained in case of a substantial increase in the cost of labor and/or materials. In the event of the City withholding its consent an appeal shall lie to the Courts or the Local Government Board or such other authority having supervision or control of rates charged by Public Utility Companies.

c. 105 CITY OF MOOSE JAW: CONFIRMING CERTAIN BYLAWS

17 Except in case of a substantial increase in the cost of production caused by the increased cost of labor and/or materials or any other matter beyond the Company's control the Company shall neither, at any time, apply to the Local Government Board or any other rate controlling body for an increase in rates nor except in the case aforesaid, take advantage of any order for the increase of rates by the Local Government Board or any other rate controlling body upon the application of any other person. Should the Company commit a breach of this covenant or the covenant in paragraph sixteen (16), the City may terminate the franchise hereby granted but there shall be no forfeiture of this franchise under this clause without the City first serving notice in writing upon the Company specifying the breach and giving the Company a reasonable time within which to remedy the same or to make an application to the Courts to have it determined whether such a breach has been committed.

18 The Company agrees to maintain, operate and make necessary extension to the street lighting system including that portion retained by the City from time to time as requested by the City. In consideration whereof the City agrees to use current for street lighting purposes from the Company's system exclusively during the period of this franchise and pay the Company therefor four and one-tenth cents (4 1-10¢) per kilowatt hour for all current furnished, this rate to be in effect for one (1) year and thereafter, rates to be fixed, each for a yearly period jointly by the City and the Company. The hours of burning are to be under the control of the City. Four and one-tenth cents (4 1-10¢) is to be the basic rate and the City shall get each year the benefit of reduction in energy rates as in existence at the present time due to increased consumption.

19 The City agrees to buy all its electric current for pumping water from the Company exclusively during the period of the franchise at the regular schedule rates applicable to private customers of the same class.

20 The Company shall furnish all labor and material required by the City from time to time for the operation of the Waterworks equipment situated in the Power House, at cost, to be determined from time to time by the parties to the agreement, failing which the same shall be determined by arbitration under *The Arbitration Act*.

21 The Company agrees to continue to furnish the necessary steam heating to the City's General Hospital on the present basis of sixty cents (60¢) per thousand pounds, reductions to be made as operating costs warrant.

22 The Company agrees, during the term of the said franchise, to provide adequate space on the distribution system for the attachment of the City's fire alarm system at the City's risk, for which no rental charge shall be made. Any work, repairs or extension to the fire alarm system authorized by the City Council shall be executed by the Company at cost.

23 The Company shall use all reasonable care and adopt all reasonable means and so construct or alter its lines, and install such appliances to prevent, as nearly as is reasonably possible, interruptions of service that may be caused by damage to or interferences with the lines and appliances over which it has control, by electrical or other storms, or any cause whatever.

24 On making excavations in any streets, avenues, alleys, bridges, viaducts and public places for the erection of poles and wires or other appliances and the laying of conduits, the Company, its successors and assigns, shall protect the place while the work is in progress by guards, barriers or signals, and shall not unnecessarily obstruct the use of the streets and shall replace the surface and back fill all openings in such manner as to prevent settling or depressions in surface, and shall replace the surface pavement or sidewalk or such excavations with the same materials restoring and maintaining the condition as nearly as practicable. Failure by the Company to do so shall entitle the City to undertake the work under the supervision of the City Engineer at the expense of the Company, its successors and assigns, and the Company is authorized and empowered to cut and trim in a careful and prudent manner at its expense any trees extending into any street, alley or public ground so as to prevent limbs or branches from interfering with the wires of the Company; PROVIDED that before making any excavations in any street, avenue, alley, bridge, viaduct or public place for the erection of poles or otherwise, the Company shall obtain a permit from the City Engineer's Department.

25 The said Company, its successors and assigns, shall install a generating reserve capacity above peak load requirements and shall keep the same in condition for use so long as it shall operate under the terms of this franchise, and continuously furnish electric current in sufficient quantities to supply the demands of the said City and the inhabitants thereof. The current furnished shall be of reasonable uniform voltage throughout the City and at all times up to the standard for efficient operation.

26 The Company may require a deposit for the installation of meters except in the case of occupant owners and shall pay annually interest at the rate of six per cent (6 per cent) per annum on such deposit until the return of the same.

27 During the life of the franchise hereby granted the Company shall be assessed and pay taxes in respect only of its physical assets consisting of real estate, power plant and distributing system to the extent and in the manner following: The Company shall pay a fixed annual tax of Twenty-five Thousand Dollars (\$25,000.00) on the present value of the said physical assets and shall also pay taxes at the regular rate as struck from time to time upon the increased value of such physical assets by reason of betterments and extensions to the plant less standard allowances for all depreciation, replacements and obsolescence both in regard to the existing plant and system as well as in regard to such betterments and extensions.

28 The City agrees to join with the Company in making application to the Legislature of the Province of Saskatchewan for an Act validating and confirming this franchise and contract and the by-Law or by-Laws authorizing its execution and the costs and expense of such application shall be borne by the Company.

29 This agreement is intended to operate as a consent by the City and the City does hereby consent to the exercise within the City at the Company's own risk and subject to the terms and conditions herein contained of powers which may be exercised by the Company under the provisions of The Public Utilities Companies Act as from time to time amended.

c. 105 CITY OF MOOSE JAW: CONFIRMING CERTAIN BYLAWS

30 It is understood and agreed between the parties hereto that the company may form a Dominion or Provincial Company to which it may assign this contract and franchise at actual cost of acquiring the same and aforementioned property from the City and subject to all of the covenants, provisoes and conditions herein contained and on the part of the Company to be observed and performed. And notwithstanding the assignment of this contract to a Company operating under a Dominion Charter or under Act of the Dominion Parliament the right of appeal to the Local Government Board with references to rates or any other Statutory provision present or future with regard to rates of a Public Utility Company shall be preserved in its entirety.

31 The Company shall assume responsibility for the carrying out at all times of the terms of any contract now existing between the City and any individual or Company, for the supplying of power or electric light.

32 The Company shall at all times indemnify and save harmless the City from any claims, demands or actions brought against the City for negligence of the Company, its servants or agents.

33 The right is expressly reserved to the City Council to terminate the franchise granted herein at any time for non-use or substantial breach of any covenant herein contained and on the part of the Company to be observed or performed, but there shall be no forfeiture of this franchise without the City first serving notice in writing upon the Company specifically setting forth wherein the City claims that the Company has failed to carry out its agreement and giving a reasonable time within which to comply with the said requirements. In case the City exercises its right to terminate the franchise the City may take over the said plant and property at a price to be ascertained in the manner hereinafter provided by paragraph thirty-five (35) hereof.

34 In addition to all other rights of the City herein provided, the City shall have the right in case the power plant be shut down, or partially shut down, through any default on the part of the Company, within its power or control which the Company does not at once proceed effectively to remedy, to enter upon and take possession of the plant and equipment and recondition same so that it will operate efficiently, and may continue to operate the same for the Company at the expense of the Company until the Company repays to the City all expenses incurred by taking possession, reconditioning and operation; but the exercise of the rights above given under this clause shall in no way interfere with or prevent the exercise of all other rights given by this agreement to the City.

35 The City shall have the option, upon giving notice of its intention so to do served upon the Company at least three (3) years prior to the expiration of its franchise, 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 this franchise at a price or value based upon the following basis, namely, the actual replacement value, not to include any value for franchise, and making the City due allowances for depreciation and obsolescence; service of such notice shall constitute a binding agreement between the City and the Company for the purchase and sale of the City's property. In the event of the City exercising this option the Company shall, during the last three years of the franchise, make no capital expenditure upon the plant and equipment except by way of replacements or necessary extensions to distributing system required in order to give adequate service to the inhabitants of the City without first obtaining the consent of the City

to such expenditure. In case the City and Company cannot agree upon the price to be paid, such price shall be ascertained by reference to a board of arbitrators, one member to be appointed by the City, one member by the Company and the third by mutual agreement between the two arbitrators so named or in case of a failure to agree upon a third pursuant to *The Arbitration Act* of the Province of Saskatchewan, which Act shall apply to all proceedings of the said Board.

36 In the event of the destruction of or serious damage to the plant, equipment, transmission or distribution lines of the Company or any portion thereof the Company shall forthwith proceed with all possible expedition to restore the destroyed or damaged property.

37 The Company shall in all cases be relieved from the performance or observance of the obligations of this contract and from the consequences of non-performance or non-observance thereof to the extent that the performance or observance thereof may be made impossible by destruction or damage to the plant, equipment, transmission or distribution system by strikes, storms, the Act of God or the King's enemies or any other matter or thing beyond the control of the Company.

38 This agreement shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto.

39 Subject to the provisions of paragraph twenty-eight (28) hereof, the Company agrees to use every reasonable effort to have legislation passed by the Legislature of the Province of Saskatchewan at the Session thereof commencing in February, 1930, ratifying, confirming and validating this franchise and contract and the By-Law or By-Laws authorizing its execution. In the event of such legislation not being finally dealt with at the said Session of the Legislature, the Company shall have the right to apply for similar legislation at the next ensuing Session of the Legislature. Upon the refusal of the Legislature to pass such legislation at either the 1930 Session thereof or the next ensuing Session, the agreement shall be terminated and at an end and of no more force or effect forthwith after such refusal unless the Company shall elect to be bound by and carry out the said agreement without such legislation.

IN WITNESS WHEREOF the parties here to have hereunto affixed their corporate seals witnessed by the hands of their proper officers.

SIGNED, SEALED AND
DELIVERED

In the presence of

(SEAL)

THE CITY OF
MOOSE JAW

By (Sgd.) JAMES PASCOE, *Mayor*.
By (Sgd.) D. CRAVEN, *Clerk*.

SIGNED, SEALED AND
DELIVERED

In the presence of

(Sgd.) FRANK S. PAYNE.

(Sgd.) EDWARD S. SHULTS.

[SEAL]

IOWA SOUTHERN
UTILITIES COMPANY
OF DELAWARE

By (Sgd.) E.F. BULMAHN,
Vice President.

SCHEDULE NO. 1

To an Agreement between the City of Moose Jaw and Iowa Southern Utilities Company of Delaware, dated the 11th day of February, A.D. 1930

1 Lots Numbers one (1) and two (2), the westerly half of lot number twenty-five (25) and all of lots twenty-six (26) to thirty (3) both inclusive in Block one hundred and thirty-four (134), excepting the easterly twenty feet of lot number two (2) aforesaid, lots one (1) to thirteen (13) both inclusive in block one hundred and forty-two (142); that portion of the lane in block one hundred and thirty-four (134) lying west of the production southerly of the west boundary of the most easterly twenty feet of lot two (2) in the said block; that portion of Selwyn Street lying west of the production southerly of the west boundary of the east half of lot twenty-five (25) in block one hundred and thirty-four (134); that portion of north Bridge Street lying west of the production southerly of the easterly boundary of lot thirteen (13), block one hundred and forty-two (142); that portion of Pasqua Street lying south of Manitoba Street and north of the Canadian Pacific Railway Company's right of way; except that portion thereof lying north of the easterly twenty feet of lot two (2), in block one hundred and thirty-four (134); all of the above according to registered Plan No. Old 96, City of Moose Jaw, together with all buildings, plant, machinery, erections and improvements thereon, together with the right of easement as it now exists or may hereafter be required for the proper operations of the said power plant for the cooling water discharge line located in the lane in block one hundred and thirty-four (134) and along 5th Avenue north east and Manitoba Street east and across the property of the Canadian Pacific Railway Company to the Moose Jaw Creek near the high pressure dam, also shown upon a plan on file in the City Engineer's Office, and also such further rights of easement as the City now has or may hereafter acquire across property of the Canadian Pacific Railway Company into the Moose Jaw Creek for pipe lines in connection with the said power plant and all such further rights of easement in, under, above, on and/or through any highway, road, street, lane, public place or public water or property of the City within the jurisdiction of the City as may be required or may be necessary for the operation of the power plant from time to time and together with the entire electrical distributing system, street lighting system, operating supplies, operating agreements and other assets of the City's electric power system with the following exceptions and subject to the easements hereinafter mentioned, together with all the rights which the City now has to the use of the Moose Jaw River between the C.P.R. dam and the City's high pressure dam located on Manitoba Street East for condensing purposes, retaining, however, to the City the right to draw water from this pond for the purpose of fire fighting if and when necessary; also agreement with the Canadian Pacific Railway Company with regard to spur track in block one hundred and forty-two (142) dated September 1st, 1914.

2 The property hereinbefore described shall be conveyed subject to a certain agreement for an easement between the City and the Canadian Pacific Railway Company dated March 1st, 1917.

3 The said property shall be conveyed subject also to the right of the City to retain and maintain thereon certain water mains, wells, galleries or other works essential to the operation of the City's water works system, including 2 domestic water mains from pumping station to the River, 2 high pressure water mains from pumping station to the River, 1 domestic water main from pumping station passing across the said property to the Canadian Pacific Railway Company's right

of way; pipe lines to and drains from the City's storage reservoir situated on lots twenty-four (24) and twenty-five (25) in block one hundred and thirty-four (134), the right to the City to the use of water from the well and collecting gallery located in the power plant and extending easterly on Selwyn Street to the extent only, however, that the same is not required by the Company for the purposes of the power plant.

4 The City shall retain a full ownership of the water works pumps and all their connections and accessories located in the power plant building upon the above described land, the said pumps being described as follows: 1 2000 G.P.M. 2 stage 600 foot head high pressure pump driven by a 500 H.P. non-condensing steel turbine; 1 1800 G.P.M. 2 stage fire pump driven by a 150 H.P. 3 phase 60 cycle 4000 volt squirrel cage induction motor; 1 1000 G.P.M. duplex steel underwriters fire pump on domestic mains.

5 The following items of street lighting system are to be excepted and are to be retained by the City, but maintained and operated by the Company:

Item No. 1a. – 21-2000 candlepower 20 amp series lamps (6.6 ampere circuits) on ornamental steel standards

Item No. 1b. – 23-500 watt Multiple lamps on ornamental steel standards, all located as follows:

On Manitoba Street between First Avenue West and First Avenue East and including two lamps on Canadian Pacific Railway Company's land; on River Street between First Avenue West and First Avenue East; on High Street between Third Avenue West and First Avenue East; on Fairford Street between First Avenue West and First Avenue East.

Item No. 2 – 56-Ornamental Case Iron five light standards located on Main Street north between Manitoba Street and Caribou Street.

Item No. 3 – All lighting fixtures on Fourth Avenue S.W. over-head bridge.

Item No. 4 – 4-500 Watt Standards at gateways to the Central Collegiate Institute.

Item No. 5 – Flood Lighting equipment for War memorial in Crescent Park.

SCHEDULE NO. 2

To an Agreement between the City of Moose Jaw and Iowa Southern Utilities Company of Delaware, dated the 11th day of February, A.D. 1930, setting forth the present A.B. and C. rates referred to in paragraph eleven (11) of the said Agreement.

RATE A – LIGHTING SERVICE

Fixed Charge 50 cents per month per kilowatt of connected load or fraction thereof.

Energy Charge For the first 50 hours use per month

of connected load 7¢ per K.W.H.

For the second 50 hours use per month of connected load..... 6¢ per K.W.H.

For all over 100 hours use per month of connected load 3¢ per K.W.H.

c. 105 CITY OF MOOSE JAW: CONFIRMING CERTAIN BYLAWS

A prompt payment discount of 10 per cent will be allowed for payment within ten days from date of bill.

Determination of Connected Load –

For residences of ten rooms or less the connected load for lighting shall be taken to be 1000 watts (1 kilowatt).

For residences of more than ten rooms the connected load shall be taken to be 2000 watts (2 kilowatts) unless it can be shown that the actual connected load is less than 1000 watts (1 kilowatt).

For stores, warehouses, offices or other buildings or for signs, exterior or decorative lighting, the connected load shall be computed from the actual number and size of lamps connected.

RATE B – POWER SERVICE

Power service on installations of less than 150 kilowatts maximum demand – Cooking, Heating and Small Motors.

Fixed Charge – 50 cents per month per kilowatt of maximum demand.

Energy Charge –

For the first 40 hours use per month of the maximum demand 6¢ per K.W.H.

For the second 40 hours use per month of the maximum demand 3¢ per K.W.H.

For all over 80 hours use per month of the maximum demand 2¢ per K.W.H.

A prompt payment discount of 10 per cent will be allowed for payment within ten days of date of bill.

Notwithstanding the provisions of the above schedule, the Company shall adhere to the City's present established practice in the determination of maximum demand under Rates A and B.

Determination of Maximum Demand –

For domestic cooking, heating and small motors, with light included, the maximum demand shall be the connected load in lamps as determined under Rate A, plus twenty per cent (20 per cent) of the total rates load due to cooking, heating or other appliances. Water Heaters installed with ranges, and connected in such a manner that they can only be used when range is not in use, will not be considered when computing the maximum demand.

For Power Service the maximum demand may be determined by any of the following methods at the option of the city:

- 1 The total rating of motors installed may be taken as the maximum demand.
- 2 The greatest demand indicated or recorded by suitable instruments in any fifteen (15) minute interval, in any one month, may be taken as the maximum demand for the succeeding twelve (12) months or until a greater demand is established.
- 3 The average number of kilowatts indicated or recorded in the three five-minute (5) intervals, in one month, in which intervals the consumption of power is greater than in any other three five-minute (5) intervals (similarly selected) in such month, may be taken as the maximum demand for the succeeding twelve (12) months or until a greater demand is established.

4 If the power factor of the customer's load is found to be less than 85 per cent (lagging) the maximum demand for billing purposes may be computed as follows:

Billing demand equals – Maximum Demand in K.W. x 85

Lowest Power Factor

RATE C – POWER SERVICE

(Over 200 H.P.)

On installations having a Maximum Demand of 150 Kilowatts or over

Fixed Charge – 50 cents per month per kilowatt of maximum demand.

Energy Charge –

For the first 30 hours use per month of the connected load 4¢ per K.W.H.

For the second 30 hours use per month of the connected load 2¢ per K.W.H.

For all over 60 hours use per month of the connected load 1.2¢ per K.W.H.

A prompt payment discount of 10 per cent will be allowed for payment within ten (10) days of date of bill.

For determination of Maximum Demand see Rate B.