

TOWN OF CARMAN

BY-LAW
NO. 960.

Being a By-Law of the Town of Carman to provide for the granting of a franchise for the supplying of natural gas and permitting Plains-Western Gas (Manitoba) Ltd. to use the highways of the said Town so that the Company may distribute and sell natural gas to the inhabitants of the said Town.

WHEREAS PLAINS-WESTERN GAS (MANITOBA) LTD., hereinafter called the "Company", has applied to the Town of Carman, hereinafter called the "Town", for a franchise for the supplying of natural gas and for the right to lay pipe lines in, along and under the highways and lanes of the Town so that the Company may distribute and sell natural gas to the inhabitants of the Town.

AND WHEREAS it is deemed advisable and expedient for the Town to grant the Company such franchise and right and to enter into a contract or agreement with the Company accordingly:

NOW THEREFORE the Council of the Town of Carman in meeting duly assembled doth hereby enact as follows:

1. That the Town do enter into an agreement with the Company to grant to the Company a franchise for the supplying within the Town of natural gas and to permit the Company to use the highways and lanes of the Town so that the Company may distribute and sell natural gas to the inhabitants of the Town the terms and conditions of the said agreement to be in the form hereto annexed as Schedule "A" and hereby made part of this By-Law.

2. That this By-Law shall, after being read a first time by the Council be submitted to or receive the authorization or approval of the Public Utilities Board of Manitoba.

3. That this By-Law shall take effect on the final passing thereof.

DONE AND PASSED by the Mayor and Council of the Town of Carman in meeting duly assembled at the Town of Carman and held this *24th* day of *September* A.D., 1964.

TOWN OF CARMAN

L. R. Stalton

Mayor

P. L. Leppky

Secretary

Second and third reading given on *24th* day of *September* A.D., 1964.

Certified a true copy of By-Law No. 960 given first reading on *the 23rd* *Day of April, a.A. 1964*

P. L. Leppky

Secretary-Treasurer
Town of Carman.

TOWN OF CARMAN

NATURAL GAS FRANCHISE AGREEMENT

PLAINS-WESTERN GAS (MANITOBA) LTD.

March, 1964

SCHEDULE "A"

MEMORANDUM OF AGREEMENT made this day of A.D. 1964

BETWEEN:

THE TOWN OF CARMAN, in the Province of Manitoba
(hereinafter called the "Town")

OF THE ONE PART

and

PLAINS-WESTERN GAS (MANITOBA) LTD., with Head
Office at the City of Edmonton, in the Province of Alberta,
(hereinafter called the "Company")

OF THE OTHER PART

WHEREAS the Company proposes to enter into a contract with the
Town for the purpose of supplying to the Town and its residents such natural
gas as they may require for domestic and industrial consumption;

NOW THEREFORE IT IS MUTUALLY COVENANTED AND AGREED
by and between the parties hereto as follows:

1. The Company agrees to provide the Town and the residents thereof
with a supply of natural gas at rates as hereinafter provided and the Town hereby
grants to and confers upon the Company a franchise to supply natural gas to
the Town and its residents for a term of twenty (20) years from the date upon
which the Company commences to supply natural gas to the Town and its
residents pursuant to this Agreement, subject to the renewal of the said
franchise as hereinafter provided.

2. The Company agrees with the Town that it will do as little damage
as possible in the execution of the powers hereby granted and will cause as little
obstruction as possible during the progress of the work and shall restore the
public works, utilities, streets, squares, highways, lanes, grounds, parks and
other public places hercinbefore described within the limits of the Town to a state
of repair as nearly as possible equal to their former state.

3. The Company agrees with the Town that it will protect and indemnify the Town against any damages or expenses in connection with the execution of the powers hereby granted and from and against all claims, demands and actions by third persons against the Town in respect of damages sustained by reason of any operations of the Company in relation to its undertaking, except that the Company's liability for claims arising out of any construction shall be limited to those commenced within one (1) year from the date of completion of such construction. The Company agrees to provide and maintain during the term of this Agreement and any extensions thereof liability insurance satisfactory to the Public Utilities Board of Manitoba.

4. With respect to any operations conducted by it after completion of the initial construction, the Company shall give notice to the Town of its intention to open or break-up any of the public streets, roads, squares, lanes and/or other public highways in the Town not less than five (5) clear days before the beginning of such work, except in cases of emergency when immediate notice shall suffice.

5. The Company agrees, subject to the availability of an approved source of natural gas, material and labor, or other factors beyond the control of the Company, to construct such transmission, distribution, and service lines as may be required to provide the Town and its residents with natural gas as herein provided for within one hundred and eighty (180) days (exclusive of the months of December, January, February, March and April) from the date this Agreement becomes effective or from the date the last of all permits, approvals, orders and agreements required to enable the

Company to construct a system to serve the Town have been obtained, whichever last occurs.

Provided, however, if the Company is unable to complete construction by December 1st, 1964, because of material or labor shortage, climatic conditions or other causes beyond its control, then the Company shall have a reasonable extension of time beyond the following April 30th within which to complete such construction and if the parties hereto are unable to agree as to what is a reasonable time, the matter shall be referred to the Public Utilities Board for a decision in respect thereto.

And provided further, that in any event the Company shall not be required to carry on any construction in this Agreement referred to between the first day of December in any year and the thirtieth day of April in the following year.

Provided further, that if for any reason the Company has not commenced construction by December 1, 1964, this Agreement, and all of the rights and privileges granted to the Company shall automatically terminate, but the Town may, if it is satisfied that the default of the Company is due to material or labor shortage, climatic conditions, or other causes beyond the control of the Company, grant such extension or extensions of time to enable the Company to commence and complete construction.

6. The Town hereby grants to the Company subject to the terms, conditions, and provisos[✓] herein contained, permission and power to use, break up, dig, trench and excavate in the public streets, roads, squares, lanes and other public highways in the Town and such areas as may be from time to time included by extension of the Town, and otherwise to do such work therein as

may from time to time be required to lay, operate, maintain, repair, extend relay and remove the pipe lines of the Company necessary to be installed for the purpose of this Agreement. The said pipe lines shall be located in the lanes and alleys of the Town wherever practicable, rather than in the streets and avenues. Where the natural gas lines must be in the streets and avenues they will be so located as to minimize interference with existing and future water and sewer lines. The Company shall consult with and follow the reasonable directions of the Town's Engineers regarding the location of the Company's natural gas lines, provided, however, that if in the opinion of the Company said directions are not reasonable the matter shall be referred to the Public Utilities Board for a decision in respect thereto.

7. The Company shall supply as much natural gas as may be required to meet the reasonable demands of customers when the place or places or buildings to be supplied are situate on land lying along the line or any pipe line of the Company or which can reasonably and economically be served from any pipeline of the Company. The natural gas shall be of no less heating quality than that received from Trans-Canada Pipe Lines Limited. The necessary service connections, up to a maximum of seventy-five (75) feet in length from the customer's property line to the meter setting, shall be borne by the Company. Service connections so installed will be maintained against defective pipe or workmanship without charge to the customer. The Company agrees to maintain in good condition and at its own expense the entire system throughout the term of this Agreement and any extensions thereof.

The Company shall provide, free of charge to all consumers, all pressure reducing valves and gas meters necessary to accurately measure the gas consumed, such valves and meters shall remain the property of the Company.

The property line of each consumer shall be the place of delivery for all purposes, including liability, in respect to all gas supplied in the Town, and all expenses, risk and liability, in utilizing and using such gas after delivery at the property line of the consumer shall be borne by the consumer; PROVIDED any damage resulting from such risk or liability is not the result of any negligence of the Company, its officers, agents or servants.

8. Subject to revision by the Public Utilities Board of Manitoba or any other governmental board or regulatory authority having jurisdiction the initial price to be charged for natural gas supplied by the Company to consumers in the Town shall be as follows:

GENERAL RATE:

Available to all consumers	
First 2 Mcf per month	\$3.50
Next 3 Mcf per month	\$1.25 per Mcf
All over 5 Mcf per month	90¢ per Mcf
Minimum Monthly Charge	\$3.50

COMMERCIAL RATE:

Available to all consumers using in excess of 724 Mcf per year	
Fixed Monthly Charge	\$10.00
Commodity Charge	75¢ per Mcf

INDUSTRIAL RATE:

Available to all industrial, institutional and large commercial consumers with alternate fuel facilities satisfactory to the company.

Rate to be set by special contract based on volumes, characteristics of use and location.

The aforesaid rates are net and shall be adjusted to provide for a five (5%) per cent discount if paid within fourteen (14) days of the date of rendering account. There shall be no discrimination among consumers of the same class using similar quantities at similar load factors but the Company may sell natural gas at rates lower than hereinbefore set forth in cases where quantity

of consumption, load factor or off-peak demand warrants it so doing. Domestic consumers shall in all cases have preference in demand over other consumers.

Provided, however, that the foregoing rate structures, which are the initial rate structures, have been developed on the basis of the Company's best estimates of cost of facilities, market attachment, cost of gas and other costs of service, and that these initial rate structures will be subject to revision in case of variation between the Company's estimates on which the initial rates are premised and historical results.

9. The Town covenants and agrees with the Company that the franchise and all the rights, powers, privileges and liberties hereby granted shall be exclusive for the supplying of natural gas for all purposes to the Town and the inhabitants and corporations thereof for the period of twenty years from the date the Company commences to supply gas to the Town and its inhabitants and that during the said term the Town will not itself use or permit any other person, firm or corporation to use the streets, squares, highways, lanes, grounds, parks, buildings or other public places hereinbefore mentioned or any of them for the purpose of laying gas pipes along, through or under the same.

10. It is further agreed that at the expiration of the term hereof and at the expiration of such renewal hereof, the Town may, after giving one (1) year's written notice prior to the date of the termination of this Agreement or of any renewal hereof, at its option (to be expressed by by-law of the Town) elect to purchase the property of the Company with respect to its operations within the Town for such price and on such terms as may be agreed upon between the parties or failing such agreement then at such price and on such terms as may be fixed and settled by the Public Utilities Board of Manitoba or such other regulatory

authority as may possess jurisdiction over the operations of the Company, or if such Board shall refuse to fix and settle the price then the said price and terms shall be such as may be fixed and determined by arbitration under the provisions of The Arbitration Act of the Province of Manitoba, each of the parties to appoint an arbitrator and the arbitrators so appointed to appoint a third arbitrator who shall be versed in this special branch of engineering economics and in case of disagreement such third arbitrator shall be appointed by the Chief Justice of the Court of Queen's Bench of the Province of Manitoba, the decision of the Board or of a majority of such Board of arbitrators shall be binding upon the parties arriving at the price. The Board or the arbitrators shall make allowance for severance of the property and operation from other properties and operations of the Company in Manitoba. In the event of such purchase the Company and the Town will enter into an agreement for the sale of natural gas to the Town for resale by the Town to the inhabitants of the Town at such rates as may be agreed upon between the Company and the Town, and failing such agreement the said rates shall be those as fixed by the Public Utilities Board of Manitoba. If the Town does not notify the Company in writing of its intention of such purchase at least one year before the date of expiration of this Agreement or of any renewal hereof, the Agreement will be deemed to be automatically renewed for an additional term of ten (10) years, and at the end of the said ten year renewal term the said Agreement will be further automatically extended in the absence of notice as aforesaid, for additional terms of ten (10) years from time to time. Provided further that at the time of any such renewal changes in the terms of this Agreement may be made at

the request of either party with the approval of the other party hereto and in the absence of such approval such changes may be made by reference to and under the authority of and with the approval of the Public Utilities Board of Manitoba or such other regulatory authority as may possess jurisdiction over the operations of the Company.

11. The Town shall not undertake any construction, replacement, repairs or alterations with respect to any of the public works, utilities, streets, squares, highways, lanes, grounds, parks or other public places wherein the pipeline or lines, plant or equipment of the Company are situate, without giving to the Company five (5) days' notice in writing of the intention of the Town to carry out such construction or repairs, except in cases of emergency, when immediate notice shall suffice. The Town shall pay the Company for all damages to the pipe lines, plant or equipment of the Company caused by any negligence on the part of the Town or its employees in such construction and shall indemnify and save harmless the Company from and against any claims, loss, damages or expenses made or sustained by the Company by reason of or arising out of such negligence in the construction or alterations by the Town.

12. The Town shall promptly take all such steps as may be necessary under the Municipal Act or any other applicable Statute or government regulation to confirm and validate this Agreement and the By-Law ratifying the same. The rights and privileges granted herein to the Company by the Town shall be effective from the date when this Agreement is executed on behalf of the Town

under the authority of a By-Law of the Town authorizing the Town to enter into this Agreement after said By-Law has been approved by the Public Utilities Board of Manitoba with such changes as may be directed by the Board and agreed to by the Town and by the Company and the By-Law has been given final reading by the Town Council,

13. If at any time during the term of this Agreement any dispute, difference or question shall arise between the parties hereto, touching the construction, meaning, or effect of this Agreement, or concerning any clause, or thing herein contained or the rights or liabilities of the parties respectively under this Agreement, then every such dispute, difference or question not within the jurisdiction of the Public Utilities Board of Manitoba to decide shall be determined by arbitration under the provisions of the Arbitration Act of the Province of Manitoba, each of the parties to appoint one arbitrator and the arbitrators so appointed to appoint a third arbitrator, the decision of the Board or of a majority of such Board of arbitrators shall be binding upon the parties.

14. The Company agrees to submit its business and operations hereunder to the control and supervision of the Public Utilities Board of Manitoba in all respects as the Company would have been subject to such control and supervision were it the owner of a public utility as defined in the Public Utilities Board Act.

15. The Company shall be liable to the Town for all municipal school and business taxes and for all other rates, levies or charges imposed by the Town against other businesses and property in the Town under the terms of the Municipal Act or any other Act of the Legislature of the Province of Manitoba.

16. The Company will, after the installation of its gas pipeline restore and repair any streets, squares, highways, lanes, alleys, bridges, parks, thoroughfares and other public places within the Town which have been dug up as provided in paragraph 2 hereof and will thereafter maintain streets, squares, highways, lanes, alleys, bridges, parks, thoroughfares and other public places to the satisfaction of the Town Engineer for a period of one year after the date of the last excavation thereof by the Company.

17. This Agreement is intended to operate as a consent by the Town to the exercise by the Company of the powers, rights and liberties, under the franchise hereby contained in accordance with the Statute under which the said Town is incorporated.

18. Without restricting the generality of the foregoing the Company shall not be responsible for any damages to the property of the Town arising from strikes, lockouts, war, scarcity of materials, acts of God, or any other causes beyond the control of the Company.

19. This Agreement shall enure to the benefit of all and shall be binding upon the successors and assigns of each of the parties hereto provided that any assignment shall be subject to the approval of the other party, which approval shall not be unreasonably withheld; and provided further that in the event of any disagreement as to the withholding of approval, the party wishing to assign may refer the matter to the Public Utilities Board of Manitoba, whose decision shall govern.

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

TOWN OF CARMAN

L. R. Skelton

Mayor

P. J. Hoepfley

Secretary

PLAINS-WESTERN GAS (MANITOBA) LTD.

F. Newwood

Vice-President

R. Evans

Secretary-Treasurer

THE PUBLIC UTILITIES BOARD OF MANITOBA

116 EDMONTON STREET,

WINNIPEG 1, MANITOBA

MANITOBA
THE PUBLIC UTILITIES BOARD

Order No. 115/64

A C T

September 9, 1964

BEFORE: R. L. McDonald, Chairman
H. A. A. DeLeeuw, Member
W. B. Scarth, Q.C., Member

TOWN OF CARMAN - BY-LAW NO. 960 -
PLAINS-WESTERN GAS (MANITOBA) LTD. -
INTERIM ORDER

WHEREAS the Town of Carman made application to The Public Utilities Board for authorization of its By-law No. 960, being a by-law to authorize the said Town to enter into a franchise agreement with Plains-Western Gas (Manitoba) Ltd. for the supply of gas to the inhabitants of the said Town which said agreement is annexed to and forms part of the said by-law;

AND WHEREAS pursuant to the provisions of The Public Utilities Board Act and Order of The Public Utilities Board No. 101/64 validated by Order-in-Council No. 1218/64, the taking of a vote of the ratepayers of the said Town on the said by-law was dispensed with;

AND WHEREAS after notice the said application of the Town of Carman was heard by the Board at a public hearing;

AND WHEREAS no persons appeared in opposition to the said application;

IT IS ORDERED:

1. That By-law No. 960 of the Town of Carman BE AND THE SAME IS HEREBY AUTHORIZED subject to the condition that the Town of Carman and Plains-Western Gas (Manitoba) Ltd. comply with all statutory requirements including permission to construct and operate and the requirements of The Public Utilities Board in the construction and installation of the gas pipe line authorized by the said by-law.

2. That the under noted schedule of rates which are included in the agreement attached to By-law No. 960 are hereby authorized:

NATURAL GAS RATES

GENERAL RATES:

Available to all consumers

First	2 MCF per month	\$3.50
Next	3 MCF per month	1.25 per MCF
All over	5 MCF per month	.90 per MCF
Minimum	Monthly Charge:	3.50

THE PUBLIC UTILITIES BOARD OF MANITOBA
116 EDMONTON STREET,
WINNIPEG 1, MANITOBA

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COMMERCIAL RATE:

Available to all consumers
using in excess of 724 MCF
per year

Fixed Monthly Charge	\$10.00
Commodity Charge	.75 per MCF

INDUSTRIAL RATE:

Available to all industrial,
institutional and large commercial
consumers with alternate fuel
facilities satisfactory to the
company.

Rate to be set by special contract
based on volumes, characteristics
of use and location.

DEFERRED PAYMENT:

When accounts are not paid
within 14 days of date of billing
the net charges will be increased
by 5%.

3. That jurisdiction of the Board to make
such further order or orders herein as deemed
necessary is reserved.

Fees payable upon this Order: \$10.00.

THE PUBLIC UTILITIES BOARD

"R. L. McDonald"

Chairman

"F. C. Tapley"

Secretary

Certified a true copy of Order
No. 115/64 issued by The Public
Utilities Board.


Secretary

THE PUBLIC UTILITIES BOARD OF MANITOBA

116 EDMONTON STREET,

WINNIPEG 1, MANITOBA

MANITOBA) Order No. 119/64
THE PUBLIC UTILITIES BOARD)
ACT) September 10, 1964

BEFORE: R. L. McDonald, Chairman
H. A. A. DeLeeuw, Member
W. B. Scarth, Q.C., Member

PLAINS-WESTERN GAS (MANITOBA) LTD. -
TOWN OF GARMAN - CONSTRUCTION OF GAS
PIPE LINE

UPON APPLIGATION of Plains-Western Gas (Manitoba) Ltd. for authorization of construction of a gas pipe line to serve the Town of Garman, it appearing from the material filed herein;

- (a) that by agreement between Plains-Western Gas (Manitoba) Ltd. and the Town of Garman approved by Order of The Public Utilities Board No. 115/64, the said Town granted a franchise to Plains-Western Gas (Manitoba) Ltd. for the distribution and sale of gas within the said Town,
- (b) that the applicant's Chief Engineer has certified that the plans and specifications of the said gas pipe line are in accordance with the regulations made pursuant to The Gas Pipe Line Act and that the construction of the said gas pipe line will not endanger public safety,
- (c) that further notice of the application is unnecessary,

IT IS ORDERED:

THAT subject to

- (a) the plans of the said gas pipe line being approved as to road crossings by the Minister of Public Works, Province of Manitoba, pursuant to Section 33 of The Gas Pipe Line Act;
- (b) the construction plans and specifications of the said gas pipe line being first approved by the engineers appointed to advise the Board herein;

THE PUBLIC UTILITIES BOARD OF MANITOBA

116 EDMONTON STREET,
WINNIPEG 1, MANITOBA

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Order No. 119/64
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the application of Plains-Western Gas (Manitoba) Ltd. for authorization of the construction of a gas pipe line to serve the Town of Garman BE AND THE SAME IS HEREBY APPROVED.

Fees payable upon this Order: \$10.00.

THE PUBLIC UTILITIES BOARD

"R. L. McDonald"

Chairman

"F. G. Tapley"

Secretary

Certified a true copy of Order
No. 119/64 issued by The Public
Utilities Board.


Secretary