

BILL

No. 71 of 1912.

An Act to validate and confirm certain by-laws and agreement, of certain towns in the Province of Alberta, granting certain franchises to the Canadian Western Natural Gas, Light, Heat and Power Company, Limited, for supplying gas to the said towns and inhabitants thereof, and to authorize the said company to construct certain gas pipe lines and works in the Province of Alberta.

(Assented to 1912.)

WHEREAS The Canadian Western Natural Gas, Light, Heat and Power Company, Limited, own, hold or control large gas wells in the vicinity of Bow Island in the Province of Alberta, and a large gas field surrounding the said wells; and

Whereas the said company, own, hold and control franchises granted by the Cities of Calgary and Lethbridge for the supplying of natural gas to the said cities and inhabitants thereof; and

Whereas the respective Towns of Bassano, Gleichen, Strathmore, Macleod, Granum, Claresholm, Nanton and Goktoks have by certain respective by-laws and agreements thereunder with the said company, set forth in schedule A hereto attached, granted certain franchises to the said company for the supplying to the said respective towns and to the inhabitants thereof of natural gas on the terms and conditions in the said respective agreements set forth and contained; and

Whereas the said company is desirous, on proper terms, of supplying natural gas to the said cities and towns and to the respective inhabitants thereof, and to other cities, towns and villages and the inhabitants thereof, and to other consumers of natural gas residing or carrying on business in the Province of Alberta outside of any city or town, and for that purpose desires to construct gas pipe lines connecting the said gas wells of the company or any other gas wells which the company may acquire, with the said cities and towns and consumers.

Whereas all of the said by-laws and agreements executed thereunder, granting franchises from the said towns to the said company, have been submitted to a vote of the ratepayers of the said respective towns, and have received the approval of a majority of the ratepayers of each respective town voting thereon; and

Whereas a petition has been presented praying for an Act to validate and confirm each of the above mentioned by-laws and the respective agreements executed thereunder by the said respective towns; and to grant to the said company the right, power and privilege to lay down, maintain and operate its gas pipe lines along, over and across all road allowances lying outside of any city or town within the Province of Alberta, and over and across all or any lands now or at any time hereafter vested in His Majesty in the right of the province, and to acquire across private lands within the Province of Alberta a right-of-way for the said gas pipe lines; and 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 the Province of Alberta, enacts as follows:

1. In this Act where the following words occur they shall be construed in the manner hereinafter mentioned unless a contrary intention appears:

1. "Land" or "lands" shall include all real estate, mesuages, lands, tenements and hereditaments of any tenure;

2. "Minister" shall mean the Minister of Public Works of the Province of Alberta for the time being;

3. "Highways" shall mean any public road, street, lane, or other public way or communication;

4. "Company" shall mean "The Canadian Western Natural Gas, Light, Heat and Power Company, Limited."

2. The said respective by-laws and the said respective agreements executed by or on behalf of the said respective towns granting franchises as aforesaid, and all the rights, powers, liberties and privileges, exclusive and otherwise, granted by, and all the terms, provisos and conditions contained in, the said by-laws and agreements, are hereby declared to be in full force, virtue and effect and to be legal, valid and binding upon the corporations of the said respective towns, notwithstanding any informalities, irregularities or defects therein either in substance or form, or any informalities, irregularities or defects in the passing thereof, and notwithstanding that the said corporations may not have had the power to pass the said by-laws or any of them, or to enter into the said agreements or any of them, or to grant the said rights, powers, liberties and privileges, exclusive and otherwise, or any of them.

And the councils of all municipal corporations now or at any time hereafter organized within the Province of Alberta are hereby declared to have power to legally enter into contracts with the company, granting to the said company its successors and assigns all or any rights, powers, liberties and privileges, exclusive or otherwise, of a similar nature to those granted in the said agreements set forth in schedule A hereof, subject to such other terms and conditions as may be agreed upon, and from time to time enter agreements with the said company its successors and assigns to alter or modify the said agreements or any of them or any agreement or agreements that may be hereafter entered into by the company with any or all such municipal corporations; provided that any such contract or modifications thereof shall have been first authorized by a by-law ratified by at least two-thirds of the burgesses voting thereon in the manner provided by *The Town Act*.

3. Subject to such regulations and specific directions as may from time to time be made or given by the Minister, the said company, its successors and assigns and it and they are hereby authorized and empowered, outside the boundaries of any city or town, to put down, take up, relay, connect, disconnect, repair, maintain and operate its gas pipe lines along, over and across all highways, roads, road allowances, bridges, waters, watercourses, streams and public places of every and any description whatsoever and over all or any other lands within the Province of Alberta now or at any time hereafter vested in His Majesty in the right of the province and to do all other matters and things incidental thereto.

4. The company, its successors and assigns, and it and they are hereby authorized and empowered to take and acquire private lands within the Province of Alberta for the purpose of a right of way for its pipe line or lines, and generally for the purposes of its undertaking with the powers and on the terms and conditions and in the manner following:

(1) The company shall prepare a map or maps of its main pipe line or lines connecting its said gas wells with the City

of Calgary and of the branches thereof connecting the said main pipe line or lines with other cities or towns (but excepting all other distributing lines) showing the general location of the proposed pipe line, the termini and the principal towns and places through which the said pipe line or lines are to pass, giving the names thereof and the railways and navigable streams (if any) to be crossed by the pipe line, and shall give such further or other information as the Minister may require.

(2) Subsections 2 to 6 both inclusive of section 72, sections 73 to 80 both inclusive, sections 83 to 90 both inclusive and sections 93 to 120 both inclusive, of *The Railway Act*, being chapter 8 of the Statutes of Alberta for the year 1907, subject to the following alterations, shall be, and the same are hereby incorporated with, and shall be deemed to be a part of, this Act:

(a) Strike out the words "railway" and "railways" and "railway lines" and "line of the railway" wherever they appear in the above mentioned sections and insert in the place thereof the words "pipe line or lines" of the company.

(b) Strike out the words "profile" and "profiles" wherever they appear in the above mentioned sections.

(c) Strike out the words "stating a special Act authorizing the construction of such railway and" where they appear in subsection 2 of section 72.

(d) Strike out the words "subject to the special Act" where they appear in subsection 3 of section 72.

(e) Strike out the words "over six miles in length" where they appear in subsection 4 of section 72, and insert instead the words "outside of any or all cities, towns and villages within the province."

(f) Strike out the words "the profile shall show the grades, curves, highway and railway crossings, open drains and water-courses" where they appear in subsection 5 of section 72.

(g) Strike out the words "and the grades and curves thereof" where they appear in section 73.

(h) Strike out the words "that nothing in this section shall be taken to authorize any extension of the railway beyond the terminal mentioned in the special Act" in section 79.

(i) Strike out all the words after the word "breadth" in the third line of section 83.

(j) Strike out all the words from the word "space" in the second line to the word "to" in the eighth line of section 84, and insert after the word "railway" in the ninth line the words "or its undertaking."

(k) Strike out the words "Lieutenant Governor in Council" where they appear in the fourth and fifth lines of section 90 and insert instead the words "Memorandum of Association and certificate of incorporation of the company."

(l) Strike out the words "the taking of material or" where they appear in the eighth and ninth lines of section 99.

(m) Strike out the words "rolling stock" where they appear in subsection (b) of section 107.

3. The provisions of this section shall be deemed to be in substitution for clause 23 of the Ordinance respecting Water, Gas, Electric and Telephone Companies being chapter 21 of the Ordinances of the North-West Territories for the year 1901.

5. Subject to such regulations and specific directions as may from time to time be made or given in that behalf by the Minister of Railways and Telephones, the company, its successors and assigns, and it and they are hereby authorized and empowered to construct, maintain and operate, for the sole purposes of the company, a telephone line along, over and across any and all lands acquired by the company, for the purposes of its undertaking.

6. This Act shall come into force on the day it is assented to.

SCHEDULE A

MEMORANDUM OF AGREEMENT made this 29th day of May,
A.D. 1911,

Between—

The Town of Bassano, a body corporate, hereinafter
called "the town,"

of the First Part.

and

The Prairie Fuel Gas Co., of Calgary, Alberta, here-
inafter called "the company."

Whereas the said company has made the necessary arrange-
ments to enable them to supply the said town with natural
gas for lighting, cooking, heating and power purposes;

And whereas the town deems it expedient and in its interest
and to its advantage to enter into this agreement with the
said company for the purpose of obtaining for the town a supply
of natural gas for the various purposes mentioned above,

Now therefore this agreement witnesseth that the parties
mutually covenant and agree as follows:

1. (a) The word "council" shall be held to mean the council
of the town within the terms and provisions of chapter 10 of
the Acts of Alberta 1907, and any amendments now made or
hereafter to be made thereto.

(b) The word "street" shall be taken to mean any street,
avenue, lane, alley or place within the town which is a public
highway.

2. The council doth hereby grant to the said company full
power, license and authority to install, construct, establish
and maintain upon any or all of the streets of the said town
a complete natural gas plant or system of mains, pipes, pipe
lines, branches and connections, regulator stations, works and
equipment necessary or convenient for the distribution and
supply of natural gas to the said town and the inhabitants
thereof for the purpose of fuel, light, heating and power or other-
wise, and for that purpose the company is hereby authorized
to dig and open up trenches and lay mains, pipes, pipe lines
and such branch or subsidiary lines as may be required under
and along, over and across the streets of the town, and make
all necessary connections between the system of mains, pipes
or other works hereby authorized and any dwellings, shop,
factory, building, public or other place whatsoever within
the town, and do all such other things as are necessary or con-
venient therefor, and to renew, alter, repair and maintain all
or any of the said plant and works so installed, laid down and
constructed and to convey or force through such plant mains,
pipes and works natural gas for the purpose aforesaid within
the town and supply same to the said town and the inhabitants
thereof:

Provided however that the said company commences the
work to pipe the said town within five months from the date
of execution of this contract, and that before commencing it
shall file with the council a plan showing the proposed location
of the mains, pipes and other apparatus proposed to be installed.

3. That upon completion or repair of any work hereby author-
ized the said company shall so far as practicable replace
the streets upon which such work has been carried out in as
good a condition and state of repair as existed before the com-
mencement thereof, and if the company does not replace such
streets in the condition aforesaid within a reasonable time the
council may do so and charge the costs thereof to the said
company.

4. That the rights and privileges given to the said company under this agreement as set forth in paragraph 2 shall be exclusive for a period of twenty-five years from the date of the execution of this agreement and such exclusive privileges may be renewed from time to time for further periods of ten years' duration after the expiration of the said twenty-five years if mutually agreeable to the parties hereto, and the council shall not during the period of twenty-five years or the renewals thereof as aforesaid, grant to any person, firm or corporation, other than the said company, the right to construct or lay main, or pipes or connections in or through the streets of the town for the supplying of natural gas, unless the privileges granted to the said company hereunder are forfeited and determined as herein provided or unless the said company fail to supply the natural gas applied for herein in sufficient quantity to meet the demand therefor, and it is determined by arbitration under the terms and conditions of the Statutes then in force in the Province of Alberta, relating to arbitration, that the said company is not with proper speed and diligence taking the necessary means to increase such supply.

5. That after the expiration of the said period of twenty-five years, or the renewals thereof, as hereinbefore provided the privileges hereby granted in so far as they are exclusive shall thereupon cease and determine, when a resolution to that effect is passed by the council pursuant to notice given to the said party of the second part at least three months prior to the date fixed for the passing of such resolution.

6. That the council may give notice at least three months before the expiration of the said period of twenty-five years or any renewals thereof that it intends at the expiration of any such periods to take over the mains, pipes and subsidiary pipe lines laid within the town by the said company and it shall thereupon be empowered at the expiration of such period of twenty-five years, or any renewals thereof, to take possession of the same after paying therefor such price as shall be mutually agreed upon by the parties hereto, or it may without the said company's consent take over such pipe line system after paying therefor a price to be determined by arbitration in accordance with the terms and conditions of the Statutes respecting arbitration then in force in the Province of Alberta, subject to the conditions hereinafter mentioned.

7. That the arbitrators in determining the price to be paid for said pipe line system so taken over shall first determine the value thereof, making due allowance for deterioration, wear and tear, and making up all other proper allowances, and shall increase the amount as ascertained by ten per cent. which increased sum the arbitrator shall award as the amount to be paid by the Town of Bassano within six months from the date of such award:

Provided always that in determining the amount to be so paid by the town to the said company no compensations shall be allowed for the goodwill of the said concern.

8. That in case the amount so ascertained as aforesaid is not paid to the company by the town within six months from the date of the award, the town shall pay to the said company all costs, damages, charges and expenses to which the said company has been put by reason of the council having given such notice of their intention to take over the pipe line system of the said company as hereinbefore mentioned, including the cost of such arbitration.

9. That if the said company after completing its natural gas plant in the said town and supplying natural gas as aforesaid

shall at any time cease to convey and deliver natural gas to the town and inhabitants thereof for a period exceeding a reasonable time, the determination of such time to be determined by a board of arbitrators consisting of three members, one of whom shall be appointed by the said company, one by the council, and the third by the two so appointed and in default of their agreeing then the third arbitrator to be a judge of the Supreme Court of the Province of Alberta, then the council shall have power by resolution to declare the privileges granted hereby in so far as they are exclusive to be absolutely forfeited, but the said company shall nevertheless continue to enjoy the privileges hereby granted, but thereafter the council may if it sees fit grant similar privileges to others:

Provided always that the conditions of the next preceding section shall not apply in the case of the said company being unable through failure of the natural supply to meet the requirements of the town while using all necessary diligence to increase such supply.

10. That the said company shall supply said natural gas through the town at prices not greater than thirty-five cents per thousand cubic feet for gas supplied for domestic purposes, for lighting, cooking and heating, and also for power purposes when used in gas engines, the said company to furnish meters without rental to domestic consumers, and for manufacturing purposes the price shall not exceed twenty cents per one thousand cubic feet, the manufacturer to furnish an approved meter at his own expense such meter being subject to same regulations and inspections as meters used for domestic purposes.

11. That the said company shall at its own expense provide connection to the street line for all buildings to be supplied with gas which lie adjacent to the line of the main or subsidiary supply pipes, and in the case of building to be supplied not so situated the said company shall construct such mains or pipes as are necessary to supply such buildings upon the assurance of payment of a reasonable return upon the outlay of the said company in constructing such mains or pipes.

12. That the said company shall indemnify and save harmless the town from all loss, costs, damage, charges or expenses which may arise or be incurred by the town by reason of any negligence in the exercise by the said company of any privileges hereby granted, provided that in the case of an action being brought against the town in respect of any such matters the said company shall be liable only if the town shall have given to the said company notice in writing of such action in sufficient time to enter an appearance in said action.

13. That in the case of such action being brought against the town in respect of any of the matters as aforesaid in respect of which the said company hereby agrees to indemnify the said town, the said company shall have the right to the conduct of the defence of the action and may defend the same in the name of the town or otherwise as may be advised by its counsel but without any cost or charge to the town.

14. That the said company shall keep the mains, pipes and connections installed under this agreement in good repair so as to prevent leakage of the gas conveyed thereby in such quantity as to cause a nuisance to the inhabitants of the town or damage to any of the property therein, and in the case of any such non-repair the council may give notice to the said company to repair the same and if such repair is not effected within forty-eight hours from service of such notice the council shall have the right to effect the repairs and to charge the same to the said company.

15. That nothing in this agreement contained shall be held to take away any of the powers, rights and privileges which would be enjoyed by the said company or to free the said company from any of the liabilities attached to the said company under and by virtue of chapter 21 of the Ordinance of the North-West Territories 1901 and entitled "*An Ordinance respecting Water, Gas and Electricity and Telephone Companies.*"

16. That the council hereby agrees with the said company to proceed as soon as possible and duly pass and enact all requisite by-laws and take and do all other proceedings, matters, deeds and things that may be necessary to give full effect to this agreement and to apply for legislation confirming this agreement if and as required by law, but in this latter case all cost and expense thereof to be borne by the company.

This agreement shall extend to, enure to the benefit of and be binding upon the successors and assigns of the town and executors, administrators and assigns of the company respectively.

In witness whereof the town has hereto affixed its corporate seal evidenced by the hand of its mayor and its secretary-treasurer, and the company has affixed its corporate seal evidenced by the hand of its president and its secretary-treasurer, the day and year above written.

Signed, sealed and delivered	}	(Sgd.) W. S. PLAYFAIR,
in the presence of		<i>Mayor.</i>
(Sgd.) A. A. SUTTON.		(Sgd.) W. A. W. HAMES, <i>Secretary-Treasurer.</i>

SEAL

TOWN OF BASSANO, ALBERTA,
INCORPORATED 1911.

BY-LAW NO. 12 OF THE TOWN OF BASSANO.

A by-law to authorize the Mayor and Secretary-Treasurer to execute an agreement with The Prairie Fuel Gas Company, Limited, to alter the terms of the existing agreement between the Town of Bassano and the said Company, dated the 29th day of May, A.D. 1911, executed in pursuance of by-law number 5.

The council of the Town of Bassano enacts as follows:

Whereas The Prairie Fuel Gas Company, Limited, have requested an extension of time in which to commence certain undertakings which the company by contract with the Town of Bassano dated the 29th day of May, A.D. 1911, agreed to commence within a certain period; and

Whereas the company have already expended a considerable amount of money and have been using their best endeavours to carry out the terms of the said agreement; and

Whereas it is expedient that the said town extend the time for the commencement of the said operations;

Now therefore the mayor and secretary-treasurer of the Town of Bassano are hereby authorized to affix the seal of the town to and to execute the annexed agreement marked "A," extending the time within which the company must perform certain acts and do certain things, for a period of six months from the times set forth in the said agreement, and declaring the franchise granted by the said agreement to be still in force and existing.

Done and passed in council this 13th day of December, A.D. 1911.

{ SEAL OF THE
TOWN OF BASSANO }

(Signed) S. E. WHITING,
Mayor.

(Signed) W. A. W. HAMES,
Secretary-Treasurer..

MEMORANDUM OF AGREEMENT made and entered into this
2nd day of January, A.D. 1912.

Between—

The Town of Bassano in the Province of Alberta,
hereinafter called the said "Town,"

Of the First Part.

and

The Prairie Fuel Gas Company, Limited, a body
corporate having its head office at the City of Calgary
in the Province of Alberta, hereinafter called "the
company,"

Of the Second Part.

Whereas by agreement between the said town and the said company dated the 29th day of May, A.D. 1911, pursuant to by-law of the said town number 5 the said town granted a certain franchise to the said company and the said company agreed to perform certain acts and do certain things within certain specified times set forth in the said agreement; and

Whereas the company have been unable to perform all of the said acts and do all of the said things within the respective times set forth in the said agreement, and have requested the said town to extend the time for the performance of the said acts and the doing of the said things, and to declare the franchise granted by the said agreement to be still in full force and effect, and all the terms thereof, notwithstanding any default on the part of the said company in performing all of the said acts and doing all of the said things within the respective times mentioned in the said agreement; and

Whereas the said town has agreed to extend the said respective times for the period of six months;

Now therefore this agreement witnesseth that notwithstanding anything in the hereinbefore mentioned agreement between the said town and the said company contained, each and every of the respective times set forth and provided in the said agreement for the doing of any acts or performance of any things by the said company covenanted to be done and performed within a specified time, be, and the said times and each of them are, hereby respectively extended for a period of six months from the respective times set forth and provided in the said agreement for the doing of the said things and the performance of the said acts, and that the doing of the said things and the performance of the said acts by the said company, its successors and assigns, within a period of six months from the respective times provided in the said agreement for the doing or performance thereof, shall be good and sufficient performance of the covenants of the said company in the said agreement contained; and that the franchise granted by the said agreement, and each and every of the terms and provisions thereof, are hereby declared to be, and have been since the execution of the said agreement, in full force and effect, notwithstanding any default on the part of the said company in doing or performing any act or thing.

In witness whereof this agreement has been executed by the parties hereto on the day and year first above written.

(Signed) S. E. WHITING,

Mayor.

{ SEAL OF THE
TOWN OF BASSANO }

(Signed) W. A. W. HAMES,

Secretary-Treasurer.

BY-LAW NUMBER 6.

By-law to authorize the Town of Gleichen to enter into a contract with The Calgary Natural Gas Company, Limited.

Whereas the Village of Gleichen on the 4th day of June, A.D. 1909, entered into a contract with Archibald Wayne Dingman on behalf of himself and his associates present and future, and his or their successors and assigns, giving to the said parties a franchise for the supplying of natural gas to the Village of Gleichen for the time, upon the terms and subject to the conditions in the said contract mentioned;

And whereas the said Archibald Wayne Dingman has assigned the said contract to the Calgary Natural Gas Company, Limited, by assignment dated the 20th day of July, 1910;

And whereas it is thought advisable that the Town of Gleichen should enter into a contract with the Calgary Natural Gas Company, Limited, similar to the above recited contract, which contract is to replace the said hereinbefore in part recited contract;

Now therefore the mayor and council of the Town of Gleichen in council assembled, enact as follows:

The Town of Gleichen is hereby authorized to enter into a contract with the Calgary Natural Gas Company, Limited, for the purposes and on the same terms and subject to the same conditions as those mentioned in the contract made between the Village of Gleichen and Archibald Wayne Dingman, and others, dated the 4th day of June, A.D. 1909, and the mayor and the secretary-treasurer of the Town of Gleichen are hereby authorized to sign the said contract on behalf of the Town of Gleichen and to affix the corporate seal of the Town of Gleichen hereto.

Done and passed in council at the Town of Gleichen in the Province of Alberta, this 29th day of September, A.D. 1910.

(Signed) WILLIAM ROSE, *Mayor*.

(Signed) BERTON S. COREY, *Secretary-Treasurer*.

{ SEAL
TOWN OF GLEICHEN }

MEMORANDUM OF AGREEMENT made this 29th day of September, A.D. 1910.

Between—

The Town of Gleichen, a body corporate, hereinafter called "the town,"

of the First Part,

and

The Calgary Natural Gas Company, Limited, a body corporate with head office in the City of Calgary, in the Province of Alberta, hereinafter called "the company,"

of the Second Part.

Whereas by agreement dated the 4th day of June, A.D. 1909, made between Archibald Wayne Dingman, of the City of Calgary, in the Province of Alberta, agent, on behalf of himself and his associates, both present and future, and his or their successors or assigns, in the said agreement, and the Village of Gleichen, the said village granted to the said Archibald Wayne Dingman on behalf of himself and his associates,

both present and future, and his or their successors or assigns, the exclusive right to open up trenches and lay gas mains in the streets of the village and to supply gas for power and domestic purposes in the said village, subject to the conditions and on the terms and for the time in said agreement mentioned;

And whereas, by assignment bearing date the 20th day of July, 1910, the said Archibald Wayne Dingman did assign his interest in the said agreements, to the company;

And whereas since the making of the said agreement the Village of Gleichen has been enacted into a town under the provisions of *The Municipal Ordinance* of the North-West Territories and amendments thereto;

And whereas it has been thought advisable that a new contract should be entered into between the town and the company to replace the said hereinbefore in part recited agreement;

Now therefore this agreement witnesseth as follows:

1. That the following words wherever they occur in this agreement shall bear the meaning hereinafter set out.

(a) The word "council" shall be held to mean the council of the town within the terms and provisions of chapter 10 of the Acts of Alberta 1907, and any amendments now made or hereafter to be made thereto.

(b) The word "street" shall be taken to mean any street, avenue, lane or alley within the town which is a public highway.

2. That the said company shall within one year after the date of the execution of this agreement commence active operations for the purpose of boring or drilling in, near or within profitable distance of the town for the purpose of ascertaining whether a sufficient or paying supply of natural gas or other natural fuel products exist or can be obtained and utilized for commercial purposes one of which shall be as hereinafter recited:

Provided however that if at any time before procuring gas in paying quantities as aforesaid the company shall discontinue active operations for a period exceeding six months in duration, the privileges granted under this agreement shall be absolutely forfeited.

3. That if after commencing operations as aforesaid the company succeeds in finding sufficient and paying supply of natural gas which can be utilized in the town, the council doth hereby grant to the company full power, license and authority to open up and lay trenches under and along the streets of the town and to make all necessary connections between the system of mains, pipes, or other works hereby authorized, and any dwelling, shop, factory, building or other places whatsoever within the town and to renew, alter, repair, all or any of the works so laid down and constructed, and to convey or force through such mains or pipes natural gas for fuel and heating purposes within the town:

Provided, however, that the plan showing the proposed location of the said mains, pipes and building connections shall be first submitted to the council for its approval and such approval shall be secured before such work shall be proceeded with.

4. That upon the completion or repair of any work hereby authorized the company shall replace the streets upon which such work has been carried out in as good condition and state of repair as existed before the commencement thereof, and if the company does not replace such streets in the condition aforesaid within a reasonable time the council may do so and charge the costs thereof to the said company.

5. That the rights and privileges given to the company under this agreement as set forth in paragraph 3 shall be exclusive for a period of twenty-five years from the 4th day of June, A.D. 1909, and such exclusive privileges may be renewed from time to time for further periods of ten years' duration after the expiration of the said twenty-five years if mutually agreeable to the parties hereto, and the council shall not during the said period of twenty-five years or the renewals thereof, as aforesaid, grant to any person, firm or corporation, other than the company, the right to construct or lay mains, or pipes or connections in or through the streets of the town for the supplying of natural gas, unless the privileges granted to the company hereunder are forfeited and determined as herein provided or unless the company fail to supply the natural gas applied for herein in sufficient quantity to meet the demand therefor, and it is determined by arbitration under the terms and conditions of the Statute then in force in the Province of Alberta relating to arbitration that the said company is not with proper speed and diligence taking the necessary means to increase such supply.

6. That after the expiration of the said period of twenty-five years, or the renewals thereof, as hereinbefore provided the privileges hereby granted in so far as they are exclusive shall thereupon cease and determine, if a resolution to that effect is passed by the council pursuant to notice given to the company at least three months prior to the date fixed for the passing of such resolution.

7. That the council may give notice at least three months before the expiration of the said period of twenty-five years or any renewals thereof that it intends at the expiration of any such periods to take over the plant of the company and operate the same, and shall thereupon be empowered at the expiration of such period of twenty-five years or any of the renewals thereof to take possession of the mains, pipe lines and connections of the company used in supplying the town with natural gas, as aforesaid, and shall pay therefor such price as shall be mutually agreed upon between the company and the council or may without the company's consent take over such works, and shall pay therefor a price to be determined by arbitration in accordance with the terms and conditions of the Statute respecting arbitration, then in force in the Province of Alberta, subject to the condition hereinafter mentioned.

8. That the arbitrators in determining the price to be paid for said works and properties so taken over shall first determine the value thereof making due allowance for deterioration, wear and tear, and making up all other proper allowances and shall increase the amount so ascertained by ten per cent. which increased sum the arbitrators shall award as the amount to be paid by the Town of Gleichen within six months from the date of such award:

Provided always that in determining the amount to be so paid by the town to the company, no compensation shall be allowed for the goodwill of the said concern.

9. That in case the amount so ascertained as aforesaid is not paid to the company by the town within six months from the date of the award the town shall pay to the company all costs, damages, charges and expenses to which the company has been put by reason of the council having given such notice of their intention to take over the works of the company as hereinbefore mentioned, including the cost of such arbitration.

10. That in the event of the company obtaining natural gas in paying quantities they shall on their own initiative or at once at the request of the council proceed with the installation of the necessary pipes and mains and other equipments for supplying the town and inhabitants with natural gas for fuel, light and heating purposes, and in the event of their failing to proceed with the construction of said works, for a period of six months after they shall have found such natural gas in paying quantities, as aforesaid, the council may declare the exclusive rights granted herein forfeited, and if after such works have been constructed and natural gas supplied to the town the company shall at any time cease to convey and deliver natural gas to the town and inhabitants thereof for a period exceeding a reasonable time, the determination of such time to be determined by a board of arbitrators consisting of three members, one of whom shall be appointed by the company, one by the council, and a third by a judge of the Supreme Court of the Province of Alberta, then the council shall have power by resolution to declare the privileges granted hereby in as far as they are exclusive to be absolutely forfeited, but the company shall nevertheless continue to enjoy the privileges hereby granted in so far as they are not exclusive:

Provided always that the conditions of the next preceding section shall not apply in the case of the company being unable through failure of the natural supply to meet the requirements of the town, while using all necessary diligence to increase such supply.

11. That the company shall if they obtain the said gas in paying quantities, and supply the same to the town under the terms of this agreement, supply the same throughout the town at a price not greater than that charged by the company for supplying the same outside the town and at any event the price for domestic purposes shall not exceed thirty-five cents per one thousand cubic feet, and for power purposes twenty cents per one thousand cubic feet.

12. That the company shall at their own expense provide connections from the main supply pipe to all buildings to be supplied with gas that lie adjacent to the line of such supply pipe, and in the case of a building to be supplied not so situated the company shall construct such mains or pipes as are necessary to supply such buildings upon the assurance of payment of a reasonable return upon the outlay of the company in construction of such mains or pipes.

13. That the company shall indemnify and save harmless the town from all loss, costs, damages, charges or expenses which may arise or be incurred by the said town by reason of the exercise of the company of any of the privileges hereby granted; provided, that in the case of an action being brought against the town in respect of any such matters, the company shall be liable only if the town shall have given the company notice in writing of such action before the expiration of the time limited for the appearance therein.

14. That in case of such action being brought against the town in respect of any of the matters as aforesaid in respect of which the company hereby agrees to indemnify the town, the company shall have the conduct of the defence of the said action and may defend the same, in the name of the town, or otherwise as may be advised by their counsel but without any cost or charge to the town.

15. That the company shall keep the mains, pipes and connections installed under this agreement in good repair, so as

to prevent leakage of the gas conveyed thereby in such quantity as to cause a nuisance to the inhabitants of the said town or damage to any of the property therein, and in case of any such non-repair the council may give notice to the company to repair the same and if such repair is not effected within forty-eight hours from service of said notice the council shall have the right to effect the repairs and charge the same to the company.

16. That the real and personal property of the company within the town shall be exempt from taxation by the said town until the company shall have installed their plant and are ready to supply the natural gas under the terms of this agreement or shall have abandoned the attempt to do so.

17. That nothing in this agreement contained shall be held to take away any of the power, rights and privileges which would be enjoyed by the company or to free the company from any of the liabilities attached to the said company under and by virtue of chapter 21 of the Ordinance of the North-West Territories 1901, and entitled "*An Ordinance respecting Water, Gas and Electricity and Telephone Companies.*"

In witness whereof the parties hereto have executed these presents by their proper officers and have affixed their corporate seals on the date and day first above mentioned.

TOWN OF GLEICHEN,

(Signed) WILLIAM ROSE, *Mayor*.

(Signed) BERTON S. COREY, *Secretary-Treasurer*.

{ SEAL
TOWN OF GLEICHEN }

THE CALGARY NATURAL GAS CO., LTD.,

(Signed) J. K. KERR, *President*.

(Signed) F. F. HIGGS, *Secretary-Treasurer*.

{ SEAL
THE CALGARY NATURAL GAS
COMPANY, LIMITED. }

BY-LAW No. 2, VILLAGE OF STRATHMORE.

Whereas the Village of Strathmore is desirous of securing a supply of natural gas for the use of the citizens and the municipality;

And whereas the company is engaged in boring and drilling for natural gas and other natural fuel products within the Province of Alberta, and purpose supplying the same for fuel, light and power, to the various municipalities throughout the field of its operations, by means of pipe lines for conveying the same to and through the said municipalities;

And whereas the village deems it expedient and in its interest and to its advantage to enter into this agreement with the company for the purpose of obtaining for the village a supply of natural gas for its various purposes of light, heat and power;

And whereas the council of the village deems it fit to enter into an agreement with the Calgary Natural Gas Company, for the supplying of such natural gas to the Village of Strathmore and the inhabitants thereof;

And whereas the ratepayers of the village have confirmed the said agreement by the signature of more than half of their resident number;

Now be it enacted that the Village of Strathmore hereby petition the Lieutenant Governor in Council for legislation confirming the said agreement between the Calgary Natural Gas Company, and the Village of Strathmore.

Signed on behalf of the Village of Strathmore by the chairman and the secretary-treasurer.

(Signed) FRANK T. McELHOES, *Chairman.*

(Signed) H. J. SPICER, *Secretary-Treasurer.*

{ SEAL
VILLAGE OF STRATHMORE
ALBERTA }

MEMORANDUM OF AGREEMENT made this 10th day of December, 1910,

Between—

The Calgary Natural Gas Company, Limited, of the City of Calgary, in the Province of Alberta, and their associates both present and future, their successors and assigns, hereinafter called "the company,"

of the First Part,

and

The Village of Strathmore, in the Province of Alberta, hereinafter called "the village,"

of the Second Part.

Whereas the company is engaged in boring and drilling for natural gas and other natural fuel products within the Province of Alberta, and purpose supplying the same for fuel, light and power to the various municipalities throughout the field of its operations, by means of pipe lines for conveying the same to and through the said municipalities;

And whereas the village deems it expedient and in its interest and to its advantage to enter into this agreement with the company for the purpose of obtaining for the village a supply of natural gas for its various purposes of light, heat and power;

Now therefore this agreement witnesseth that the parties mutually covenant and agree as follows:

1. (a) The word "council" shall be held to mean the council of the village within the terms and provisions of chapter 10 of the Acts of Alberta, 1907, and any amendments now made or hereafter to be made thereto;
 - (b) The word "street" shall be taken to mean any street, avenue, lane or alley within the village, which is a public highway.
2. The council doth hereby grant to the company full power, license and authority to open up and lay trenches under and along the streets of the village, and to make all necessary connections between the system of mains, pipes, or other works hereby authorized, and any dwelling, shop, factory, building or other places whatsoever within the village and to renew, alter, repair, all or any of the works so laid down and constructed, and to convey or force through such mains or pipes, natural gas for fuel, light and heating purposes, within the village:
- Provided, however, that the plan showing the proposed location of the mains, pipes and building connections shall be first submitted to the council for its approval, and such approval shall be secured before such work shall be proceeded with.
3. That upon the completion or repair of any work hereby authorized the company shall replace the streets upon which such work has been carried out in as good a condition and state of repair as existed before the commencement thereof, and if the company does not replace such streets in the condition aforesaid within a reasonable time the council may do so and charge the costs thereof to the company.
4. That the rights and privileges given to the company under this agreement as set forth in paragraph 2 shall be exclusive for a period of twenty-five years from the date of the execution of this agreement and such exclusive privileges may be renewed from time to time for further periods of ten years duration after the expiration of the said twenty-five years if mutually agreeable to the parties hereto, and the council shall not during the period of twenty-five years or the renewals thereof, as aforesaid, grant to any person, firm or corporation, other than the company, the right to construct or lay mains or pipes or connections in or through the streets of the village for the supplying of natural gas, unless the privileges granted to the company hereunder are forfeited and determined as herein provided or unless the company fail to supply the natural gas applied for herein in sufficient quantity to meet the demand therefor, and it is determined by arbitration under the terms and conditions of the Statute then in force in the Province of Alberta, relating to arbitration, that the company is not with proper speed and diligence taking the necessary means to increase such supply.
5. That after the expiration of the said period of twenty-five years, or the renewals thereof, as hereinbefore provided the privileges hereby granted in so far as they are exclusive shall thereupon cease and determine, if a resolution to that effect is passed by the council pursuant to notice given to the company at least three months prior to the date fixed for the passing of such resolution.
6. That the council may give notice at least three months before the expiration of the said period of twenty-five years or any renewals thereof, that it intends at the expiration of any such periods to take over the plant of the company and operate the same, and shall thereupon be empowered at the

expiration of such period of twenty-five years or any of the renewals thereof to take possession of the mains and subsidiary pipe lines and connections of the company which are exclusively used within the boundaries of the village for supplying the village with natural gas, as aforesaid, and shall pay therefor such price as shall be mutually agreed upon between the company and the council or may without the company's consent take over such works, and shall pay therefor a price to be determined by arbitration in accordance with the terms and conditions of the Statute respecting arbitration then in force in the Province of Alberta, subject to the conditions hereinafter mentioned.

7. That the arbitrators in determining the price to be paid for said works and properties so taken over shall first determine the values thereof, making due allowance for deterioration, wear and tear, and making up all other proper allowances, and shall increase the amount so ascertained by ten per cent. which increased sum the arbitrators shall award as the amount to be paid by the village of Strathmore within six months from the date of such award:

Provided always that in determining the amount to be so paid by the village to the company no compensations shall be allowed for the goodwill of the said concern.

8. That in case the amount so ascertained as aforesaid is not paid to the company by the village within six months from the date of the award the village shall pay to the company all costs, damages, charges and expenses to which the company has been put by reason of the council having given such notice of their intention to take over the works of the company as hereinbefore mentioned, including the cost of such arbitration.

9. That in the event of the company obtaining natural gas in paying quantities and installing a transmission line for conveying the same to the boundary of the village they shall on their own initiative or at once at the request of the council proceed with the installation of the necessary mains and subsidiary lines and other equipments for supplying the village and inhabitants with natural gas for fuel, light and heating purposes and in the event of their failing to proceed with the construction of such works for a period of six months after they shall have found such natural gas in paying quantities, and have installed such transmission lines, as aforesaid, the council may declare the exclusive rights granted herein forfeited, and if after such works have been constructed and natural gas supplied to the village the company shall at any time cease to convey and deliver natural gas to the village and inhabitants thereof for a period exceeding a reasonable time, the determination of such time to be determined by a board of arbitrators consisting of three members, one of whom shall be appointed by the company, one by the council and the third a judge of the Supreme Court of the Province of Alberta, then the council shall have the power by resolution to declare the privileges granted hereby in as far as they are exclusive to be absolutely forfeited, but the company shall nevertheless continue to enjoy the privileges hereby granted in so far as they are not exclusive:

Provided always that the conditions of the next preceding section shall not apply in the case of the company being unable through failure of the natural supply to meet the requirements of the village, while using all necessary diligence to increase such supply.

10. That the company shall if gas is obtained in paying quantities, and the company proceeds to supply the same to the village under the terms of this agreement, supply the same throughout the village at a price not greater than that charged by the company for supplying the same outside the village to other municipalities (excepting the City of Calgary) and in any event the price for domestic purposes shall not exceed thirty-five cents per one thousand cubic feet and for power purposes twenty cents per one thousand cubic feet.

11. That the company shall at their own expense provide connections to the street line for all buildings to be supplied with gas which lie adjacent to the line of the main or subsidiary supply pipes and in the case of a building to be supplied not so situated the company shall construct such mains or pipes as are necessary to supply such buildings upon the assurance of payment of a reasonable return upon the outlay of the company in constructing such mains or pipes.

12. That the company shall indemnify and save harmless the village from all loss, costs, damages, charges or expenses which may arise or be incurred by the village by reason of the exercise of the company of any of the privileges hereby granted, provided that in the case of an action being brought against the village in respect of any such matters the company shall be liable only if the village shall have given to the company notice in writing of such action before the expiration of the time limited for the appearance therein.

13. That in case of such action being brought against the village in respect of any of the matters aforesaid in respect of which the company hereby agrees to indemnify the said village, the company shall have the conduct of the defence of the action and may defend the same, in the name of the village or otherwise as may be advised by their counsel but without any cost or charge to the village.

14. That the company shall keep the mains, pipes and connections installed under this agreement in good repair so as to prevent leakage of the gas conveyed thereby in such quantity as to cause a nuisance to the inhabitants of the village or damage to any of the property therein, and in the case of any such non-repair the village may give notice to the company to repair the same and if such repair is not effected within forty-eight hours from service of such notice the village shall have the right to effect the repairs and to charge the same to the company.

15. That the real and personal property of the company within the village shall be exempt from taxation by the village until the company shall have installed their plant and are ready to supply the natural gas under the terms of this agreement or shall have abandoned the attempt to do so.

16. That nothing in this agreement contained shall be held to take away any of the powers, rights and privileges which would be enjoyed by the company or to free the company from any of the liabilities attached to the company under and by virtue of chapter 21 of the Ordinances of the North-West Territories, 1901, and entitled "*An Ordinance respecting Water, Gas and Electricity and Telephone Companies.*"

17. That the council hereby agrees with the company to petition the Lieutenant Governor in Council of the Province of Alberta for legislation ratifying and validating this agreement and to have the petition circulated among the inhabitants of the village so that it may obtain the signatures of the inhabitants and to have the petition ready to be presented in sufficient time so that the legislation in pursuance thereof

may be introduced at the next session of the Alberta Legislature, but all cost and expense in connection with obtaining such legislation shall be borne by the company.

In witness whereof the company has hereto affixed its corporate seal evidenced by the hand of its president and secretary-treasurer, and the village has affixed its corporate seal evidenced by the hand of its chairman of the council and its secretary-treasurer this Tenth day of December, A.D. 1910.

Signed, Sealed and Delivered
in the presence of
(Sgd.) JOHN W. WILLIAMS,
(Sgd.) A. W. DINGMAN. }
(Signed) FRANK L. McELHOES, *Chairman*.
(Signed) H. J. SPICER, *Secretary-Treasurer*.
For the Village of Strathmore.

{ SEAL
VILLAGE OF STRATHMORE }

THE CALGARY NATURAL GAS CO., LTD.

(Signed) F. J. HIGGS, *Secretary-Treasurer*.
(Signed) I. K. KERR, *President*.

{ SEAL OF THE
CALGARY NATURAL GAS
COMPANY, LTD. }

BY-LAW NO. 19 OF THE TOWN OF GRANUM.

A by-law to authorize the Mayor and the Secretary-Treasurer to execute an agreement to The Canadian Western Natural Gas, Light, Heat and Power Company, Limited, for supplying natural gas to the said Town and inhabitants thereof.

Whereas The Canadian Western Natural Gas, Light, Heat and Power Company, Limited, has offered to supply the Town of Granum and inhabitants thereof with natural gas for power and domestic purposes upon certain terms; and

Whereas the council of the said town is desirous of obtaining natural gas for the said town and inhabitants; and

Whereas the said The Canadian Western Natural Gas, Light, Heat and Power Company, Limited, and the council of the said town have agreed upon the terms and conditions upon which the said company will supply natural gas to the said town and inhabitants thereof if the said terms and conditions are approved of by the ratepayers of the said town, and have embodied the same in the agreement set forth in schedule A hereto annexed; and

Whereas it is agreed that the said agreement shall be executed on behalf of the said town by the mayor and secretary-treasurer thereof upon the agreement being ratified by a majority of the ratepayers of the said town who may vote on the said by-law when submitted:

Now therefore the council of the Town of Granum enacts as follows:

That the votes of the electors duly qualified to vote on this by-law shall be taken on the nineteenth day of January, A.D. 1912, between the hours of nine o'clock in the forenoon and five o'clock in the afternoon at the City Hall in the Town of Granum, and that Thomas Gillespie be returning officer for the said election; and

That the mayor and secretary-treasurer of the Town of Granum are hereby authorized to affix the seal of the town to the agreement set forth in schedule A hereto and to execute the same on behalf of the said town as soon as the same is ratified and agreed to by the vote of the majority of the ratepayers of the Town of Nanton who may vote at the time and place above specified.

Done and passed in council this tenth day of January, A.D. 1912.

(Signed) F. J. SANDGATHE, *Mayor*.

(Signed) THOS. GILLESPIE, *Secretary-Treasurer*.

{ CORPORATE SEAL OF THE
TOWN OF GRANUM }

BY-LAW NO. 20 OF THE TOWN OF GRANUM.

A By-law to amend By-law No. 19, entitled a By-law to authorize the mayor and secretary-treasurer to execute an agreement to The Canadian Western Natural Gas, Light, Heat and Power Company, Limited, for supplying natural gas to the said Town and inhabitants thereof.

The council of the Town of Granum enacts as follows:

By-law No. 19 of the Town of Granum is hereby amended by striking out the word "nineteenth" occurring in the twenty-fourth line thereof and substituting therefor the word "twenty-fourth."

Done and passed in council this 15th day of January, A.D. 1912.

(Signed) F. J. SANDGATHE, *Mayor*.

(Signed) THOS. GILLESPIE, *Secretary-Treasurer*.

{ CORPORATE SEAL OF THE }
{ TOWN OF GRANUM. }

MEMORANDUM OF AGREEMENT made and entered into this Twenty-fourth day of January, in the year of our Lord one thousand nine hundred and twelve.

Between—

The Town of Granum in the Province of Alberta,
hereinafter called "the town,"

Of the First Part,

and

The Canadian Western Natural Gas, Light, Heat
and Power Company, Limited, a body corporate
incorporated under the laws of the Province of Alberta,
having its head office at Calgary in the Province of
Alberta, hereinafter called "the company,"

Of the Second Part.

Whereas the company has been incorporated for the purpose, among other things, of supplying gas to consumers in the Province of Alberta; and

Whereas the company has secured a large supply of natural gas from wells in the Bow Island district in the Province of Alberta, and proposes to lay large pipe lines at great cost from such wells to the City of Calgary for the purpose of transporting gas to the said City of Calgary; and

Whereas it is advantageous to the said town and to the residents thereof that the said pipe lines from the said Bow Island District to the City of Calgary be diverted so as to pass through or near the said town; and

Whereas the said company has agreed to construct the said pipe line so as to pass through or near the said town and to supply the residents of the said town with natural gas on the terms and conditions hereinafter set forth and contained;

Now therefore this agreement witnesseth that the parties hereto mutually covenant and agree each with the other as follows:

1. The town hereby grants to the company, its successors and assigns, subject to the terms, conditions and provisions hereinafter contained, the full power, rights and liberty to put down, take up, relay, connect, disconnect, repair, maintain, and operate, its gas pipe lines along, through or under the streets, squares, highways, lanes, alleys, grounds, bridges, parks, thoroughfares, and other public places within the limits

of the said town, as the same may be from time to time extended, as may be necessary or convenient for the purpose of supplying and conducting natural gas to the consumers thereof and its main gas pipe lines connecting the gas wells of the company with other towns, cities and consumers, and the said company is to that end authorized to enter upon any and all the said places and to break at their own expense the surface and to make the necessary excavation thereon when and where the same may be required for the aforesaid purposes, also to erect any pillars, lamps or other works necessary or convenient in connection with the operations of the company in the location designated therefor by the town engineer, and to do all other things reasonably necessary or convenient for supplying gas to the inhabitants or corporation of the said town, and laying down, taking up, repairing, maintaining and operating its main gas pipe lines as aforesaid, doing as little damage as may be in the execution of the powers hereby granted and causing as little obstruction as possible during the progress of the work, and at all other times, and restoring the streets, squares, highways, lanes, alleys, grounds, bridges, parks, thoroughfares and other public places within the limits of the said town in all cases to their proper condition:

Provided that a plan showing the proposed location of the said mains and pipes as aforesaid shall be first submitted to and approved of by the council of the said town or an officer appointed by the said council for that purpose, and the said town shall have the right to direct the location of the lines as between streets or alleys.

2. The powers, rights, liberties, and franchises hereby granted shall come into force and effect forthwith upon the execution of this agreement, and shall be held, used and enjoyed subject to the terms hereof by the company from time to time until the expiration of twenty (20) years from the date hereof, and thereafter as far as the same relates to the company's pipe lines for supplying natural gas to consumers within the town, until the said town shall have taken over and paid the company for the whole of its assets, including works and plant, within the said town, for supplying natural gas to consumers in the town and to the town on the terms hereinafter provided, and as far as the same relates to its main gas pipe lines connecting the gas wells of the company with other towns, cities and consumers, as aforesaid, so long thereafter as the company may be able to convey gas through the said main gas pipe lines.

3. This agreement is intended to operate as a consent by the said town to the exercise by the company of the powers, rights, liberties and franchises herein contained according to the terms hereof, and also to the exercise within the Town of Granum of the powers which may be exercised by a company under and by virtue of the Ordinance respecting water, gas, electric and telephone companies, being chapter 21 of 1901, or by any other Ordinance or Statute.

4. The net price of natural gas supplied by the company to the consumers within the limits of the said town as the same may be from time to time extended, shall not exceed the following rates: For domestic and lighting purposes, thirty-five cents (35c.) per one thousand (1,000) cubic feet; for power purposes twenty cents (20c.) per one thousand (1,000) cubic feet; but an additional price of three cents (3c.) per one thousand cubic feet may be charged and collected on all bills unpaid within ten (10) days of rendering same.

If the company should at any time not have a sufficient supply of natural gas to supply all the requirements therefor

for light, heat and power within the said town, the company shall give preference to the requirements of consumers for domestic purposes, or for power purposes or to the requirements of the town, as may be determined by the town council:

That the price charged for the gas shall be uniform at all times in all of the towns south of Calgary along the Calgary and Edmonton railway including the Town of Granum.

5. The company shall not sell gas for illuminating purposes within the said town without the consent of the town council first had and obtained.

6. The company shall supply as much gas as may be required within the limits aforesaid at the property line when the places or buildings to be supplied with gas are situated on land lying along the line of any main supply pipe line of the said company, and the cost of the necessary connections from the main to the property line shall be borne by the said company, and the company shall, subject to the provisions herein contained, on demand, and on payment of the cost as hereinafter provided, introduce into or through the walls or inclosures of the house, shop, establishment or residence of any person requiring the same, a proper service pipe with stop cock, at a fair price not exceeding in all the sum of fifteen dollars (\$15.00) not including the cost of connecting the house, shop or establishment with the property line, and shall furnish a gas meter to accurately measure all gas consumed, and the company shall keep the aforesaid service, stop cock and meter in proper order and repair:

Provided that the installation, including meter to be provided by the company, from the property line may be made by the consumer and thereupon the company, on its inspection and approval of same and on payment to it of a \$2.00 inspection fee for each inspection, shall supply gas to the said consumer:

Provided that notwithstanding anything herein provided to the contrary the company shall be entitled to charge a rental of twenty-five cents (25c.) for each meter for each and every month, when the price of the gas used through such meter shall not amount to over three dollars (\$3.00) for such month:

Provided that any person desiring a supply of gas, if the property line of the place wherein such gas is required be situate more than seventy-five (75) feet from any main, may require the company to supply such service pipe and stop cock, on payment in addition to the above mentioned sum, of a further sum not exceeding one dollar (\$1.00) per foot for each foot of distance over and above the said seventy-five (75) feet.

7. When the property line of the places to be supplied is not situated within seventy-five (75) feet of any main supply pipe of the company, the company shall construct and lay along the street or other public place aforesaid, such mains or pipes as are necessary to give such supply, upon a reasonable return upon the outlay of the said company in constructing such mains or pipes being assured to the said company, and in the event of a difference arising between the said company and the owner or occupant of the said buildings or other place as to the reasonableness or otherwise of such return, the same shall be referred to a judge of the Supreme Court of Alberta, and his determination thereof shall be final and conclusive between all parties.

8. Nothing herein contained shall authorize or empower the company to lay down or place any pipes or other works into or through any buildings or land not dedicated to public use, or vested in the town, without the consent of the owners or occupiers thereof.

9. Before the company proceeds to break up any street it shall give to the town engineer or other authority under whose control or management the same may be, notice in writing of its intention to open or break up the same, not less than three clear days from the beginning of the work, except in cases of emergency arising from the defects in or breaking of the pipes or other works, when immediate notice shall suffice.

10. When the company opens or breaks up any road or pavement of any street or bridge, or any other public place as hereinbefore mentioned, they shall with all convenient speed complete the work for which the same has been broken or opened up, and shall fill in the ground, reinstate and make good the road or pavement so opened or broken up, and carry away the rubbish occasioned thereby and if the company shall so fail to do within ten (10) days and after written notice to that effect from the engineer as to the particular places to be repaired, the said work may be done by the town and the company shall be liable for the cost thereof and the company shall at all times if required, while any street or pavement shall be broken up, cause a light sufficient for the warning of passengers to be set up and maintained every night during which the same shall be broken up and a proper guard during the day to the satisfaction of the town engineer.

11. The company shall be liable for and shall indemnify the town for any damages arising out of the construction and operation of their works, including therein the construction of and keeping in repair every main, sewer or other work provided for and done by the company in connection with the said works or the conveying of gas or sewerage through such mains or sewers, and including any damage the town may be held liable for from breach of any Ordinance or Statute of the Province of Alberta or of any by-law of the town not inconsistent herewith by the company, its servants, agents and employees.

12. The town shall have the right at the expiry of the period of twenty (20) years hereinbefore mentioned, and thereafter at the expiry of each successive term of three (3) years, as hereinafter provided, on giving six months' previous notice in writing to the company, to take over and assume the whole assets of the company situate within the town, save and except the main pipe line of the company connecting the gas wells of the company with other towns, cities and consumers, where the same runs through the town, at a price to be determined by arbitration under the terms and provisions of *The Arbitration Ordinance* of the Province of Alberta, or otherwise if mutually agreed between the said town and the company.

In determining the price to be paid by the town to the company for the said assets, the arbitrators shall first determine the actual value thereof, having regard to what the same would cost if the works and plant should then be constructed, or the assets or property be then bought, and as if the assets, works, plant and property formed a part of a going concern, if in fact the operations of the company are then being carried on; in any event making due allowance for deterioration, wear and tear and all other proper allowances, and in ascertaining the amount to be paid by the town as aforesaid, the arbitrators shall increase the amount so ascertained by them as aforesaid by an amount equal to ten (10) per cent. thereof, and shall award such increased sum (not in any event to exceed the actual cost thereof to the company) as the amount to be paid by the town, and the town shall pay the same within six months from the date of the award; provided, however, that the right hereby granted to the town shall not be assignable, and that the town

shall not be at liberty to take possession or to receive transfers of the said property until the payment of the amount awarded.

13. In case no notice in writing is given as provided in clause 12 hereof, or in case the said town fails to proceed with the said arbitration, or in case the said award is not paid to the company by the said town within six months from the date of the award, the town shall indemnify the company for all costs, damages, charges and expenses to which the company has been put, in, about or by reason of the arbitration aforesaid, and the right of the said town as herein provided to take over said works and plant shall thereupon absolutely cease and determine for a further period of three (3) years, and all powers, rights, liberties and franchises hereby granted, and all the provisions of this agreement shall continue for a further period of three (3) years; and at the expiry of each term of three (3) years the right to purchase, and in the alternative the right of renewal to the company, shall again arise and be exercisable in the manner aforesaid, and so on from time to time at the expiry of each successive period of three (3) years.

14. Nothing herein shall be taken or read as relieving the said company from the obligation to observe the terms and provisions of any and all by-laws of the said town passed by the council thereof, in the *bona fide* exercise of its legislative authority, but not inconsistent herewith.

15. In view of the large expenditure being incurred by the company in the construction of a long pipe line for the transportation of natural gas to the said town, the said town, subject to the consent and approval of the Legislature as hereinafter referred to, hereby further covenants and agrees with the company that it will not during the existence of the franchise hereby granted permit any other person, firm or corporation, or consent to any other person, firm or corporation using the streets, squares, highways, lanes, alleys, grounds, parks, bridges, thoroughfares and other public places hereinbefore mentioned, or any of them, for the purpose of laying natural gas pipes along, through or under the same, and that the rights, powers, liberties and franchises hereby granted to the company shall during the currency hereof, be enjoyed exclusively by the company, subject to the terms of this agreement; provided, however, that if the said company should fail to supply natural gas in the said town to the extent of ninety per cent. of the requirements therefor for a period of three months within the said town for any cause save and except accident, or other cause beyond the control of the company, save and except a failure for three months of the company's supply of gas, the exclusive privileges hereby granted, subject to the consent and approval of the Legislature as aforesaid, shall cease and determine, but the said company shall nevertheless continue to enjoy the said privileges in so far as they are not exclusive for the purpose of supplying the town and the inhabitants thereof with natural gas; provided that the town shall thereupon immediately have the privilege of purchasing the said plant as hereinbefore provided. And if the town has not, prior to the time when the company is again able to supply natural gas to the extent of the requirements therefor, availed itself of such privilege of purchase or entered into any contract, agreement, or arrangement, inconsistent herewith, the said exclusive privileges as respects natural gas as hereby granted shall be revived in full force and effect. The town hereby agrees to apply to the Legislature of the Province of Alberta at its next session for an enactment by the Legislature which will ratify and confirm the further covenant and agreement by the town as

in this paragraph mentioned, it being understood that the expense of such application and of all other expenses connected with the securing of the said legislation will be borne entirely by the company.

16. The company agrees to construct its main pipe line connecting its gas wells with the City of Calgary through the said town before the thirty-first day of December, 1912, and to supply the demand for gas to the said town forthwith after the construction of the said main.

17. It is further agreed by and between the parties hereto that this agreement shall, except where otherwise specified, be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.

18. In this agreement the town shall mean the Town of Granum, and the company shall mean The Canadian Western Natural Gas, Light, Heat and Power Company, Limited, and its successors and assigns, as hereinbefore provided; and the town engineer shall mean the engineer of the Town of Granum for the time being.

In witness whereof the parties hereto have caused these presents to be executed and their respective corporate seals to be hereto affixed, witnessed by the hands of their proper officers in that behalf.

(Signed) F. J. SANDGATHE, *Mayor*.

(Signed) THOS. GILLESPIE, *Secretary-Treasurer*.

{ SEAL OF THE TOWN }
 { OF GRANUM }

BY-LAW NO. 90 OF THE TOWN OF CLARESHOLM.

A by-law to authorize the Mayor and Secretary-Treasurer to execute an agreement to The Canadian Western Natural Gas, Light, Heat and Power Company, Limited, for supplying natural gas to the said Town and inhabitants thereof.

Whereas The Canadian Western Natural Gas, Light, Heat and Power Company, Limited, has offered to supply the Town of Claresholm and inhabitants thereof with natural gas for and domestic purposes upon certain terms; and

Whereas the council of the said town is desirous of obtaining natural gas for the said town and inhabitants; and

Whereas the said The Canadian Western Natural Gas, Light, Heat and Power Company, Limited, and the council of the said town have agreed upon the terms and conditions upon which the said company will supply natural gas to the said town and inhabitants thereof if the said terms and conditions are approved of by the ratepayers of the said town, and have embodied the same in the agreement set forth in schedule A hereto annexed; and

Whereas it is agreed that the said agreement shall be executed on behalf of the said town by the mayor and secretary thereof upon the said agreement being ratified by a majority of the ratepayers of the said town who may vote on the said by-law when submitted;

Now therefore the council of the Town of Claresholm enacts as follows:

That the votes of the electors duly qualified to vote on this by-law shall be taken on the 26th day of January, A.D. 1912, between the hours of nine o'clock in the forenoon and five o'clock in the afternoon, at the City Hall in the Town of Claresholm, and that Geo. Simpson be returning officer for the said election and F. Langmuir be deputy returning officer.

That the mayor and secretary-treasurer of the Town of Claresholm are hereby authorized to affix the seal of the town to the agreement set forth in schedule A hereto and to execute the same on behalf of the said town as soon as the same is ratified and agreed to by the vote of the majority of the ratepayers of the Town of Claresholm, who may vote at the time and place above specified.

Done and passed in council this 12th day of January, A.D. A.D. 1912.

(Signed) N. HOLMES, *Mayor*.

(Signed) GEO. SIMPSON, *Secretary-Treasurer*.

{ SEAL OF THE TOWN }
{ OF CLARESHOLM }

MEMORANDUM OF AGREEMENT made and entered into this
Twelfth day of January, in the year of our Lord one
thousand nine hundred and twelve.

Between—

The Town of Claresholm in the Province of Alberta,
hereinafter called "the town,"

Of the First Part,

and

The Canadian Western Natural Gas, Light, Heat
and Power Company, Limited, a body corporate
incorporated under the laws of the Province of Alberta,
having its head office at Calgary in the Province of
Alberta, hereinafter called "the company,"

Of the Second Part.

Whereas the company has been incorporated for the purpose,
among other things, of supplying gas to consumers in the Province
of Alberta; and

Whereas the company has secured a large supply of natural
gas from wells in the Bow Island district in the Province of
Alberta, and proposes to lay large pipe lines at great cost from
such wells to the City of Calgary for the purpose of transporting
gas to the said City of Calgary; and

Whereas it is advantageous to the said town and to the
residents thereof that the said pipe lines from the said Bow
Island District to the City of Calgary be diverted so as to pass
through or near the said town; and

Whereas the said company has agreed to construct the said
pipe line so as to pass through or near the said town and to
supply the residents of the said town with natural gas on the
terms and conditions hereinafter set forth and contained;

Now therefore this agreement witnesseth that the parties
hereto mutually covenant and agree each with the other as
follows:

1. The town hereby grants to the company, its successors
and assigns, subject to the terms, conditions and provisions
hereinafter contained, the full power, right and liberty to
put down, take up, relay, connect, disconnect, repair, main-
tain, and operate, its gas pipe lines along, through or under
the streets, squares, highways, lanes, alleys, grounds, bridges,
parks, thoroughfares, and other public places within the limits
of the said town, as the same may be from time to time extended,
as may be necessary or convenient for the purpose of supplying
and conducting natural gas to the consumers thereof and its
main gas pipe lines connecting the gas wells of the company
with other towns, cities and consumers, and the said company
is to that end authorized to enter upon any and all the said
places and to break at their own expense the surface and
make the necessary excavation thereon when and where the
same may be required for the aforesaid purposes, also to erect
any pillars, lamps or other works necessary or convenient in
connection with the operations of the company in the location
designated therefor by the town engineer, and to do all other
things reasonably necessary or convenient for supplying gas
to the inhabitants or corporation of the said town, and laying
down, taking up, repairing, maintaining and operating its
main gas pipe lines as aforesaid, doing as little damage as may
be in the execution of the powers hereby granted and causing
as little obstruction as possible during the progress of the work,
and at all other times, and restoring the streets, squares, high-

ways, lanes, alleys, grounds, bridges, parks, thoroughfares and other public places within the limits of the said town in all cases to their proper condition:

Provided that a plan showing the proposed location of the said mains and pipes as aforesaid shall be first submitted to and approved of by the council of the said town or an officer appointed by the said council for that purpose, and the said town shall have the right to direct the location of the lines as between streets or alleys.

2. The powers, rights, liberties and franchises hereby granted shall come into force and effect forthwith upon the execution of this agreement, and shall be held, used and enjoyed subject to the terms hereof by the company from time to time until the expiration of twenty (20) years from the date hereof, and thereafter as far as the same relates to the company's pipe lines for supplying natural gas to consumers within the town, until the said town shall have taken over and paid the company for the whole of its assets, including works and plant, within the said town, for supplying natural gas to consumers in the town and to the town on the terms hereinafter provided, and as far as the same relates to its main gas pipe lines connecting the gas wells of the company with other towns, cities and consumers, as aforesaid, so long thereafter as the company may be able to convey gas through the said main gas pipe lines.

3. This agreement is intended to operate as a consent by the said town to the exercise by the company of the powers, rights, liberties and franchises herein contained according to the terms hereof, and also to the exercise within the Town of Claresholm of the powers which may be exercised by a company under and by virtue of the Ordinance respecting water, gas, electric and telephone companies, being chapter 21 of 1901, or by any other Ordinance or Statute.

4. The net price of natural gas supplied by the company to the consumers within the limits of the said town as the same may be from time to time extended, shall not exceed the following rates: For domestic and lighting purposes, thirty-five cents (35c.) per one thousand (1,000) cubic feet; for power purposes twenty cents (20c.) per one thousand (1,000) cubic feet; but an additional price of three cents (3c.) per one thousand cubic feet may be charged and collected on all bills unpaid within ten (10) days of rendering same.

If the company should at any time not have a sufficient supply of natural gas to supply all the requirements therefor for light, heat and power within the said town, the company shall give preference to the requirements of consumers for domestic purposes, or for power purposes or to the requirements of the town, as may be determined by the town council:

Provided also that the prices to be charged for the said gas shall be uniform at all times in all of the towns south of Calgary along the Calgary and Edmonton railway including the Town of Claresholm.

5. The company shall not sell gas for illuminating purposes within the said town without the consent of the town council first had and obtained.

6. The company shall supply as much gas as may be required within the limits aforesaid at the property line when the places or buildings to be supplied with gas are situate on land lying along the line of any main supply pipe line of the said company, and the cost of the necessary connections from the main to the property line shall be borne by the said company, and the company shall, subject to the provisions herein contained,

on demand, and on payment of the cost as hereinafter provided, introduce into or through the walls or inclosures of the house, shop, establishment or residence of any person requiring the same, a proper service pipe with stop cock, at a fair price not exceeding in all the sum of fifteen dollars (\$15.00) not including the cost of connecting the house, shop or establishment with the property line, and shall furnish a gas meter to accurately measure all gas consumed, and the company shall keep the aforesaid service, stop cock and meter in proper order and repair:

Provided that the installation, including meter to be provided by the company, from the property line may be made by the consumer and thereupon the company, on its inspection and approval of same and on payment to it of a \$2.00 inspection fee for each inspection, shall supply gas to the said consumer:

Provided that notwithstanding anything herein provided to the contrary the company shall be entitled to charge a rental of twenty-five cents (25c.) for each meter for each and every month, when the price of the gas used through such meter shall not amount to over three dollars (\$3.00) for such month:

Provided that any person desiring a supply of gas, if the property line of the place wherein such gas is required be situate more than seventy-five (75) feet from any main, may require the company to supply such service pipe and stop cock on payment in addition to the above mentioned sum of a further sum not exceeding one dollar (\$1.00) per foot for each foot of distance over and above the said seventy-five (75) feet.

7. When the property line of the places to be supplied is not situate within seventy-five (75) feet of any main supply pipe of the company, the company shall construct and lay along the street or other public place aforesaid such mains or pipes as are necessary to give such supply, upon a reasonable return upon the outlay of the said company in constructing such mains or pipes being assured to the said company, and in the event of a difference arising between the said company and the owner or occupant of the said buildings or other place as to the reasonableness or otherwise of such return, the same shall be referred to a Judge of the Supreme Court of Alberta, and his determination thereof shall be final and conclusive between all parties.

8. Nothing herein contained shall authorize or empower the company to lay down or place any pipes or other works into or through any buildings or land not dedicated to public use, or vested in the town, without the consent of the owners or occupiers thereof.

9. Before the company proceeds to break up any street it shall give to the town engineer or other authority under whose control or management the same may be, notice in writing of its intention to open or break up the same, not less than three clear days from the beginning of the work, except in cases of emergency arising from the defects in or breaking of the pipes or other works, when immediate notice shall suffice.

10. When the company opens or breaks up any road or pavement of any street or bridge, or any other public place as hereinbefore mentioned, they shall with all convenient speed complete the work for which the same has been broken or opened up, and shall fill in the ground, reinstate and make good the road or pavement so opened or broken up, and carry away the rubbish occasioned thereby and if the company shall so fail to do within ten (10) days and after written notice to that effect from the engineer as to the particular places to be repaired, the said work may be done by the town and the company shall

be liable for the cost thereof and the company shall at all times if required, while any street or pavement shall be broken up, cause a light sufficient for the warning of passengers to be set up and maintained every night during which the same shall be broken up and a proper guard during the day to the satisfaction of the town engineer or other authority.

11. The company shall be liable for and shall indemnify the town for any damages arising out of the construction and operation of their works, including therein the construction of and keeping in repair every main, sewer or other work provided for and done by the company in connection with the said works or the conveying of gas or sewerage through such mains or sewers, and including any damage the town may be held liable for from breach of any Ordinance or Statute of the Province of Alberta or of any by-law of the town not inconsistent herewith by the company, its servants, agents and employees.

12. The town shall have the right at the expiry of the period of twenty (20) years hereinbefore mentioned, and thereafter at the expiry of each successive term of three (3) years, as hereinafter provided, on giving six months' previous notice in writing to the company, to take over and assume the whole assets of the company situate within the town, save and except the main pipe line of the company connecting the gas wells of the company with other towns, cities and consumers, where the same runs through the town, at a price to be determined by arbitration under the terms and provisions of *The Arbitration Ordinance* of the Province of Alberta, or otherwise if mutually agreed between the said town and the company.

In determining the price to be paid by the town to the company for the said assets, the arbitrators shall first determine the actual value thereof, having regard to what the same would cost if the works and plant should then be constructed, or the assets or property be then bought, and as if the assets, works, plant and property formed a part of a going concern, if in fact the operations of the company are then being carried on; in any event making due allowance for deterioration, wear and tear and all other proper allowances, and in ascertaining the amount to be paid by the town as aforesaid, the arbitrators shall increase the amount so ascertained by them as aforesaid by an amount equal to ten (10) per cent. thereof, and shall award such increased sum (not in any event to exceed the actual cost thereof to the company) as the amount to be paid by the town, and the town shall pay the same within six months from the date of the award; provided, however, that the right hereby granted to the town shall not be assignable, and that the town shall not be at liberty to take possession or to receive transfers of the said property until the payment of the amount awarded.

13. In case no notice in writing is given as provided in clause 12 hereof, or in case the said town fails to proceed with the said arbitration, or in case the said award is not paid to the company by the said town within six months from the date of the award, the town shall indemnify the company for all costs, damages, charges and expenses to which the company has been put, in, about or by reason of the arbitration aforesaid, and the right of the said town as herein provided to take over said works and plant shall thereupon absolutely cease and determine for a further period of three (3) years, and all powers, rights, liberties and franchises hereby granted, and all the provisions of this agreement shall continue for a further period of three (3) years; and at the expiry of each term of three (3) years the right to purchase, and in the alternative the right of renewal to the company, shall again arise and be exercisable in the

manner aforesaid, and so on from time to time at the expiry of each successive period of three (3) years.

14. Nothing herein shall be taken or read as relieving the said company from the obligation to observe the terms and provisions of any and all by-laws of the said town passed by the council thereof, in the *bona fide* exercise of its legislative authority, but not inconsistent herewith.

15. In view of the large expenditure being incurred by the company in the construction of a long pipe line for the transportation of natural gas to the said town, the said town, subject to the consent and approval of the Legislature as hereinafter referred to, hereby further covenants and agrees with the company that it will not during the existence of the franchise hereby granted permit any other person, firm or corporation, or consent to any other person, firm or corporation using the streets, squares, highways, lanes, alleys, grounds, parks, bridges, thoroughfares and other public places hereinbefore mentioned, or any of them, for the purpose of laying natural gas pipes along, through or under the same, and that the rights, powers, liberties and franchises hereby granted to the company shall during the currency thereof, be enjoyed exclusively by the company, subject to the terms of this agreement; provided, however, that if the said company should fail to supply natural gas in the said town to the extent of ninety per cent. of the requirements therefor for a period of three months within the said town for any cause save and except unavoidable accident, or other cause beyond the control of the company, the exclusive privileges hereby granted, subject to the consent and approval of the Legislature as aforesaid, shall cease and determine, but the said company shall nevertheless continue to enjoy the said privileges in so far as they are not exclusive for the purpose of supplying the town and the inhabitants thereof with natural gas; provided that the town shall thereupon immediately have the privilege of purchasing the said plant as hereinbefore provided. And if the town has not, prior to the time when the company is again able to supply natural gas to the extent of the requirements therefor, availed itself of such privilege of purchase or entered into any contract, agreement, or arrangement, inconsistent herewith, the said exclusive privileges as respects natural gas as hereby granted shall be revived in full force and effect. The town hereby agrees to apply to the Legislature of the Province of Alberta at its next session for an enactment by the Legislature which will ratify and confirm the further covenant and agreement by the town as in this paragraph mentioned, it being understood that the expense of such application and of all other expenses connected with the securing of the said legislation will be borne entirely by the company.

16. The company agrees to construct its main pipe line connecting its gas wells with the City of Calgary through the said town before the thirty-first day of December, 1912, and to supply the demand for gas forthwith after the construction of the said main.

17. It is further agreed by and between the parties hereto that this agreement shall, except where otherwise specified, be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.

18. In this agreement the town shall mean the Town of Claresholm, and the company shall mean The Canadian Western Natural Gas, Light, Heat and Power Company, Limited, and

its successors and assigns, as hereinbefore provided; and the town engineer shall mean the engineer of the Town of Claresholm for the time being.

In witness whereof the parties hereto have caused these presents to be executed and their respective corporate seals to be hereto affixed, witnessed by the hands of their proper officers in that behalf.

Signed, sealed and delivered }
in the presence of }
(Signed) F. A. LANGMUIR }

(Signed) N. G. HOLMES, *Mayor*.

(Signed) G. SIMPSON, *Secretary-Treasurer*.

{ SEAL OF THE TOWN }
OF CLARESHOLM. }

BY-LAW NO. 61 OF THE TOWN OF NANTON.

A by-law to authorize the Mayor and the Secretary-Treasurer to execute an agreement to The Canadian Western Natural Gas, Light, Heat and Power Company, Limited, for supplying natural gas to the said Town and inhabitants thereof.

Whereas The Canadian Western Natural Gas, Light, Heat and Power Company, Limited, has offered to supply the Town of Nanton and inhabitants thereof with natural gas for power and domestic purposes upon certain terms; and

Whereas the council of the said town is desirous of obtaining natural gas for the said town and inhabitants; and

Whereas the said The Canadian Western Natural Gas, Light, Heat and Power Company, Limited, and the council of the said town have agreed upon the terms and conditions upon which the said company will supply natural gas to the said town and inhabitants thereof if the said terms and conditions are approved of by the ratepayers of the said town, and have embodied the same in the agreement set forth in schedule A hereto annexed; and

Whereas it is agreed that the said agreement shall be executed on behalf of the said town by the mayor and secretary-treasurer thereof upon the said agreement being ratified by a majority of the ratepayers of the said town who may vote on the said by-law when submitted:

Now therefore the council of the Town of Nanton enacts as follows:

That the votes of the electors duly qualified to vote on this by-law shall be taken on the 23rd day of January, A.D. 1912, between the hours of nine o'clock in the forenoon and five o'clock in the afternoon at the city hall in the Town of Nanton, and that Wm. Robertson be returning officer for the said election.

That the mayor and secretary-treasurer of the Town of Nanton are hereby authorized to affix the seal of the town to the agreement set forth in schedule A hereto and to execute the same on behalf of the said town as soon as the same is ratified and agreed to by the vote of the majority of the ratepayers of the Town of Nanton who may vote at the time and place above specified.

Done and passed in council this 24th day of January, A.D. 1912.

(Signed) W. D. RANSOM, *Mayor*.

(Signed) WM. ROBERTSON, *Secretary-Treasurer*.

{ SEAL OF THE TOWN }
{ OF NANTON. }

MEMORANDUM OF AGREEMENT made and entered into this Twenty-fourth day of January, in the year of our Lord one thousand nine hundred and twelve.

Between—

The Town of Nanton in the Province of Alberta,
hereinafter called "the town,"

Of the First Part,

and

The Canadian Western Natural Gas, Light, Heat
and Power Company, Limited, a body corporate
incorporated under the laws of the Province of Alberta,
having its head office at Calgary in the Province of
Alberta, hereinafter called "the company,"

Of the Second Part.

Whereas the company has been incorporated for the purpose, among other things, of supplying gas to consumers in the Province of Alberta; and

Whereas the company has secured a large supply of natural gas from wells in the Bow Island district in the Province of Alberta, and proposes to lay large pipe lines at great cost from such wells to the City of Calgary for the purpose of transporting gas to the said City of Calgary; and

Whereas it is advantageous to the said town and to the residents thereof that the said pipe lines from the said Bow Island District to the City of Calgary be diverted so as to pass through or near the said town; and

Whereas the said company has agreed to construct the said pipe line so as to pass through or near the said town and to supply the residents of the said town with natural gas on the terms and conditions hereinafter set forth and contained;

Now therefore this agreement witnesseth that the parties hereto mutually covenant and agree each with the other as follows:

1. The town hereby grants to the company, its successors and assigns, subject to the terms, conditions and provisions hereinafter contained, the full power, rights and liberty to put down, take up, relay, connect, disconnect, repair, maintain, and operate, its gas pipe lines along, through or under the streets, squares, highways, lanes, alleys, grounds, bridges, parks, thoroughfares, and other public places within the limits of the said town, as the same may be from time to time extended, as may be necessary or convenient for the purpose of supplying and conducting natural gas to the consumers thereof and its main gas pipe lines connecting the gas wells of the company with other towns, cities and consumers, and the said company is to that end authorized to enter upon any and all the said places and to break at their own expense the surface and to make the necessary excavation thereon when and where the same may be required for the aforesaid purposes, also to erect any pillars, lamps or other works necessary or convenient in connection with the operations of the company in the location designated therefor by the town engineer, and to do all other things reasonably necessary or convenient for supplying gas to the inhabitants or corporation of the said town, and laying down, taking up, repairing, maintaining and operating its main gas pipe lines as aforesaid, doing as little damage as may be in the execution of the powers hereby granted and causing as little obstruction as possible during the progress of the work, and at all other times, and restoring the streets, squares, highways, lanes, alleys, grounds, bridges, parks, thoroughfares and other public places within the limits of the said town in all cases to their proper condition:

Provided that a plan showing the proposed location of the said mains and pipes as aforesaid shall be first submitted to and approved of by the council of the said town or an officer appointed by the said council for that purpose, and the said town shall have the right to direct the location of the lines as between streets or alleys.

2. The powers, rights, liberties, and franchises hereby granted shall come into force and effect forthwith upon the execution of this agreement, and shall be held, used and enjoyed subject to the terms hereof by the company from time to time until the expiration of twenty (20) years from the date hereof, and thereafter as far as the same relates to the company's pipe lines for supplying natural gas to consumers within the town, until the said town shall have taken over and paid the company

for the whole of its assets, including works and plant, within the said town, for supplying natural gas to consumers in the town and to the town on the terms hereinafter provided, and as far as the same relates to its main gas pipe lines connecting the gas wells of the company with other towns, cities and consumers, as aforesaid, so long thereafter as the company may be able to convey gas through the said main gas pipe lines.

3. This agreement is intended to operate as a consent by the said town to the exercise by the company of the powers, rights, liberties and franchises herein contained according to the terms hereof, and also to the exercise within the Town of Nanton of the powers which may be exercised by a company under and by virtue of the Ordinance respecting water, gas, electric and telephone companies, being chapter 21 of 1901, or by any other Ordinance or Statute.

4. The net price of natural gas supplied by the company to the consumers within the limits of the said town as the same may be from time to time extended, shall not exceed the following rates: For domestic and lighting purposes, thirty-five cents (35c.) per one thousand (1,000) cubic feet; for power purposes twenty cents (20c.) per one thousand (1,000) cubic feet; but an additional price of three cents (3c.) per one thousand cubic feet may be charged and collected on all bills unpaid within ten (10) days of rendering same.

If the company should at any time not have a sufficient supply of natural gas to supply all the requirements therefor for light, heat and power within the said town, the company shall give preference to the requirements of consumers for domestic purposes, or for power purposes or to the requirements of the town, as may be determined by the town council:

Provided also that the prices charged for the gas shall be uniform at all times in all of the towns south of Calgary along the Calgary and Edmonton railway from Okotoks to Macleod, inclusive:

Provided also, subject to the maximum price hereinbefore stated, that the price charged to the consumers shall not be increased at any time until after three months' notice in writing of such increase has been given to such consumers.

5. The company shall not sell gas for illuminating purposes within the said town without the consent of the town council first had and obtained.

6. The company shall supply as much gas as may be required within the limits aforesaid at the property line when the places or buildings to be supplied with gas are situated on land lying along the line of any main supply line of the said company, and the cost of the necessary connections from the main to the property line shall be borne by the said company, and the company shall, subject to the provisions herein contained, on demand, and on payment of the cost as hereinafter provided, introduce into or through the walls or inclosures of the house, shop, establishment or residence of any person requiring the same, a proper service pipe with stop cock, at a fair price not exceeding in all the sum of fifteen dollars (\$15.00) not including the cost of connecting the house, shop or establishment with the property line, and shall furnish a gas meter to accurately measure all gas consumed, and the company shall keep the aforesaid service, stop cock and meter in proper order and repair:

Provided that the installation, including meter to be provided by the company, from the property pipe line may be made by the consumer and thereupon the company, on its inspection and approval of same and on payment to it of a \$2.00 inspection fee for each inspection, shall supply gas to the said consumer:

Provided that notwithstanding anything herein provided to the contrary the company shall be entitled to charge a rental of twenty-five cents (25c.) for each meter for each and every month, when the price of the gas used through such meter shall not amount to over three dollars (\$3.00) for such month:

Provided that any person desiring a supply of gas, if the property line of the place wherein such gas is required be situate more than seventy-five (75) feet from any main, may require the company to supply such service pipe and stop cock, on payment in addition to the above mentioned sum, of a further sum not exceeding one dollar (\$1.00) per foot for each foot of distance over and above the said seventy-five (75) feet.

7. When the property line of the places to be supplied is not situated within seventy-five (75) feet of any main supply pipe of the company, the company shall construct and lay along the street or other public place aforesaid, such mains or pipes as are necessary to give such supply, upon a reasonable return upon the outlay of the said company in constructing such mains or pipes being assured to the said company, and in the event of a difference arising between the said company and the owner or occupant of the said buildings or other place as to the reasonableness or otherwise of such return, the same shall be referred to a judge of the Supreme Court of Alberta, and his determination thereof shall be final and conclusive between all parties.

8. Nothing herein contained shall authorize or empower the company to lay down or place any pipes or other works into or through any buildings or land not dedicated to public use, or vested in the town, without the consent of the owners or occupiers thereof.

9. Before the company proceeds to break up any street it shall give to the town engineer or other authority under whose control or management the same may be, notice in writing of its intention to open or break up the same, not less than three clear days from the beginning of the work, except in cases of emergency arising from the defects in or breaking of the pipes or other works, when immediate notice shall suffice.

10. When the company opens or breaks up any road or pavement of any street or bridge, or any other public place as hereinbefore mentioned, they shall with all convenient speed complete the work for which the same has been broken or opened up, and shall fill in the ground, reinstate and make good the road or pavement so opened or broken up, and carry away the rubbish occasioned thereby and if the company shall so fail to do within ten (10) days and after written notice to that effect from the engineer as to the particular places to be repaired, the said work may be done by the town and the company shall be liable for the cost thereof and the company shall at all times if required, while any street or pavement shall be broken up, cause a light sufficient for the warning of passengers to be set up and maintained every night during which the same shall be broken up and a proper guard during the day to the satisfaction of the town engineer.

11. The company shall be liable for and shall indemnify the town for any damages arising out of the construction and operation of their works, including therein the construction of and keeping in repair every main, sewer or other work provided for and done by the company in connection with the said works or the conveying of gas or sewerage through such mains or sewers, and including any damage the town may be held liable for from

breach of any Ordinance or Statute of the Province of Alberta or of any by-law of the town not inconsistent herewith by the company, its servants, agents and employees.

12. The town shall have the right at the expiry of the period of twenty (20) years hereinbefore mentioned, and thereafter at the expiry of each successive term of three (3) years, as hereinafter provided, on giving six months' previous notice in writing to the company, to take over and assume the whole assets of the company situate within the town, save and except the main pipe line of the company connecting the gas wells of the company with other towns, cities and consumers, where the same runs through the town, at a price to be determined by arbitration under the terms and provisions of *The Arbitration Ordinance* of the Province of Alberta, or otherwise if mutually agreed between the said town and the company.

In determining the price to be paid by the town to the company for the said assets, the arbitrators shall first determine the actual value thereof, having regard to what the same would cost if the works and plant should then be constructed, or the assets or property be then bought, and as if the assets, works, plant and property formed a part of a going concern, if in fact the operations of the company are then being carried on; in any event making due allowance for deterioration, wear and tear and all other proper allowances, and in ascertaining the amount to be paid by the town as aforesaid, the arbitrators shall increase the amount so ascertained by them as aforesaid by an amount equal to ten (10) per cent. thereof, and shall award such increased sum (not in any event to exceed the actual cost thereof to the company) as the amount to be paid by the town, and the town shall pay the same within six months from the date of the award; provided, however, that the right hereby granted to the town shall not be assignable, and that the town shall not be at liberty to take possession or to receive transfers of the said property until the payment of the amount awarded.

13. In case no notice in writing is given as provided in clause 12 hercof, or in case the said town fails to proceed with the said arbitration, or in case the said award is not paid to the company by the said town within six months from the date of the award, the town shall indemnify the company for all costs, damages, charges and expenses to which the company has been put, in, about or by reason of the arbitration aforesaid, and the right of the said town as herein provided to take over said works and plant shall thereupon absolutely cease and determine for a further period of three (3) years, and all powers, rights, liberties and franchises hereby granted, and all the provisions of this agreement shall continue for a further period of three (3) years; and at the expiry of each term of three (3) years the right to purchase, and in the alternative the right of renewal to the company, shall again arise and be exercisable in the manner aforesaid, and so on from time to time at the expiry of each successive period of three (3) years.

14. Nothing herein shall be taken or read as relieving the said company from the obligation to observe the terms and provisions of any and all by-laws of the said town passed by the council thereof, in the *bona fide* exercise of its legislative authority, but not inconsistent herewith.

15. In view of the large expenditure being incurred by the company in the construction of a long pipe line for the transportation of natural gas to the said town, the said town, subject to the consent and approval of the Legislature as hereinafter referred to, hereby further covenants and agrees with the

company that it will not during the existence of the franchise hereby granted permit any other person, firm or corporation, or consent to any other person, firm or corporation using the streets, squares, highways, lanes, alleys, grounds, parks, bridges, thoroughfares and other public places hereinbefore mentioned, or any of them, for the purpose of laying natural gas pipes along, through or under the same, and that the rights, powers, liberties and franchises hereby granted to the company shall during the currency hereof, be enjoyed exclusively by the company, subject to the terms of this agreement; provided, however, that if the said company should fail to supply natural gas in the said town to the extent of ninety per cent. of the requirements therefor for a period of three months within the said town for any cause save and except accident, or other cause beyond the control of the company, the exclusive privileges hereby granted, subject to the consent and approval of the Legislature as aforesaid, shall cease and determine, but the said company shall nevertheless continue to enjoy the said privileges in so far as they are not exclusive for the purpose of supplying the town and inhabitants thereof with natural gas; provided that the town shall thereupon immediately have the privilege of purchasing the said plant as hereinbefore provided. And if the town has not, prior to the time when the company is again able to supply natural gas to the extent of the requirements therefor, availed itself of such privilege of purchase or entered into any contract, agreement, or arrangement, inconsistent herewith, the said exclusive privileges as respects natural gas as hereby granted shall be revived in full force and effect. The town hereby agrees to apply to the Legislature of the Province of Alberta at its next session for an enactment by the Legislature which will ratify and confirm the further covenant and agreement by the town as in this paragraph mentioned, it being understood that the expense of such application and of all other expenses connected with the securing of the said legislation will be borne entirely by the company.

16. The company agrees to construct its main pipe line connecting its gas wells with the City of Calgary through the said town before the thirty-first day of December, 1912, and to supply the demand for gas to the said town forthwith after the construction of the said main.

17. It is further agreed by and between the parties hereto that this agreement shall, except where otherwise specified, be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.

18. In this agreement the town shall mean the Town of Nanton, and the company shall mean The Canadian Western Natural Gas, Light, Heat and Power Company, Limited, and its successors and assigns, as hereinbefore provided; and the town engineer shall mean the engineer of the Town of Nanton, for the time being.

In witness whereof the parties hereto have caused these presents to be executed and their respective corporate seals to be hereto affixed, witnessed by the hands of their proper officers in that behalf.

(Signed) W. D. RANSOM, *Mayor*.

(Signed) WM. ROBERTSON, *Secretary-Treasurer*.

Signed, sealed and delivered
in the presence of
(Signed) W. H. KEEN. }

{ SEAL OF THE TOWN }
OF NANTON. }

BY-LAW No. 156 OF THE TOWN OF OKOTOKS.

A by-law to authorize the Mayor and Secretary-Treasurer to execute an agreement to The Canadian Western Natural Gas, Light, Heat and Power Company, Limited, for supplying natural gas to the said Town and inhabitants thereof.

Whereas The Canadian Western Natural Gas, Light, Heat and Power Company, Limited, has offered to supply the Town of Okotoks and inhabitants thereof with natural gas for power and domestic purposes upon certain terms; and

Whereas the council of the said town is desirous of obtaining natural gas for the said town and inhabitants; and

Whereas the said The Canadian Western Natural Gas, Light, Heat and Power Company, Limited, and the council of the said town have agreed upon the terms and conditions upon which the said company will supply natural gas to the said town and inhabitants thereof if the said terms and conditions are approved of by the ratepayers of the said town, and have embodied the same in the agreement set forth in schedule A hereto annexed; and

Whereas it is agreed that the said agreement shall be executed on behalf of the said town by the mayor and secretary-treasurer thereof upon the said agreement being ratified by a majority of the ratepayers of the said town who may vote on the said by-law when submitted;

Now therefore the council of the Town of Okotoks enacts as follows:

That the votes of the electors duly qualified to vote on this by-law shall be taken on the twenty-ninth day of January, A.D. 1912, between the hours of nine o'clock in the forenoon and five o'clock in the afternoon at the town hall in the Town of Okotoks, and that Ronald Knowles be returning officer for the said election; and

That the mayor and secretary-treasurer of the Town of Okotoks are hereby authorized to affix the seal of the town to the agreement set forth in schedule A hereto and to execute the same on behalf of the said town as soon as the same is ratified and agreed to by the vote of the majority of the ratepayers of the Town of Okotoks, who may vote at the time and place above specified.

Done and passed in council this twenty-second day of January, A.D. 1912.

{ CORPORATE SEAL OF THE TOWN OF OKOTOKS. }	WES. KADEY,	
		<i>Mayor.</i>
	R. KNOWLES,	<i>Secretary-Treasurer.</i>

MEMORANDUM OF AGREEMENT made and entered into this First day of February, in the year of our Lord one thousand nine hundred and twelve.

Between—

The Town of Okotoks in the Province of Alberta,
hereinafter called "the town,"

Of the First Part,

and

The Canadian Western Natural Gas, Light, Heat
and Power Company, Limited, a body corporate
incorporated under the laws of the Province of Alberta,
having its head office at Calgary in the Province of
Alberta, hereinafter called "the company,"

Of the Second Part.

Whereas the company has been incorporated for the purpose,
among other things, of supplying gas to consumers in the Province
of Alberta; and

Whereas the company has secured a large supply of natural
gas from wells in the Bow Island district in the Province of
Alberta, and proposes to lay large pipe lines at great cost from
such wells to the City of Calgary for the purpose of transporting
gas to the said City of Calgary; and

Whereas it is advantageous to the said town and to the
residents thereof that the said pipe lines from the said Bow
Island District to the City of Calgary be diverted so as to pass
through or near the said town; and

Whereas the said company has agreed to construct the said
pipe line so as to pass through or near the said town and to
supply the residents of the said town with natural gas on the
terms and conditions hereinafter set forth and contained;

Now therefore this agreement witnesseth that the parties
hereto mutually covenant and agree each with the other as
follows:

1. The town hereby grants to the company, its successors
and assigns, subject to the terms, conditions and provisions
hereinafter contained, the full power, right and liberty to
put down, take up, relay, connect, disconnect, repair, main-
tain, and operate, its gas pipe lines along, through or under
the streets, squares, highways, lanes, alleys, grounds, bridges,
parks, thoroughfares, and other public places within the limits

of the said town, as the same may be from time to time extended, as may be necessary or convenient for the purpose of supplying and conducting natural gas to the consumers thereof and its main gas pipe lines connecting the gas wells of the company with other towns, cities and consumers, and the said company is to that end authorized to enter upon any and all the said places and to break at their own expense the surface and to make the necessary excavation thereon when and where the same may be required for the aforesaid purposes, also to erect any pillars, lamps or other works necessary or convenient in connection with the operations of the company in the location designated therefor by the town engineer, and to do all other things reasonably necessary or convenient for supplying gas to the inhabitants or corporation of the said town, and laying down, taking up, repairing, maintaining and operating its main gas pipe lines as aforesaid, doing as little damage as may be in the execution of the powers hereby granted and causing as little obstruction as possible during the progress of the work, and at all other times, and restoring the streets, squares, highways, lanes, alleys, grounds, bridges, parks, thoroughfares and other public places within the limits of the said town in all cases to their proper condition:

Provided that a plan showing the proposed location of the said mains and pipes as aforesaid shall be first submitted to and approved of by the council of the said town or an officer appointed by the said council for that purpose, and the said town shall have the right to direct the location of the lines as between streets or alleys.

2. The powers, rights, liberties and franchises hereby granted shall come into force and effect forthwith upon the execution of this agreement, and shall be held, used and enjoyed subject to the terms hereof by the company from time to time until the expiration of twenty (20) years from the date hereof, and thereafter as far as the same relates to the company's pipe lines for supplying natural gas to consumers within the town, until the said town shall have taken over and paid the company for the whole of its assets, including works and plant, within the said town, for supplying natural gas to consumers in the town and to the town on the terms hereinafter provided, and as far as the same relates to its main gas pipe lines connecting the gas wells of the company with other towns, cities and consumers, as aforesaid, so long thereafter as the company may be able to convey gas through the said main gas pipe lines.

3. This agreement is intended to operate as a consent by the said town to the exercise by the company of the powers, rights, liberties and franchises herein contained according to the terms hereof, and also to the exercise within the Town of Okotoks of the powers which may be exercised by a company under and by virtue of the Ordinance respecting water, gas, electric and telephone companies, being chapter 21 of 1901, or by any other Ordinance or Statute.

4. The net price of natural gas supplied by the company to the consumers within the limits of the said town as the same may be from time to time extended, shall not exceed the following rates: For domestic and lighting purposes, thirty-five cents (35c.) per one thousand (1,000) cubic feet; for power purposes twenty cents (20c.) per one thousand (1,000) cubic feet; but an additional price of three cents (3c.) per one thousand cubic feet may be charged and collected on all bills unpaid within ten (10) days of rendering same.

If the company should at any time not have a sufficient supply of natural gas to supply all the requirements therefor

for light, heat and power within the said town, the company shall give preference to the requirements of consumers for domestic purposes, or for power purposes or to the requirements of the town, as may be determined by the town council:

Provided also that the price charged to the consumers shall not be increased at any time until after three months' notice in writing of such increase has been given to such consumers; and it is understood between the parties hereto that this proviso shall in no wise entitle the company to exceed the rates stipulated in the first section of this clause.

5. The company shall not sell gas for illuminating purposes within the said town without the consent of the town council first had and obtained.

6. The company shall supply as much gas as may be required within the limits aforesaid at the property line when the places or buildings to be supplied with gas are situated on land lying along the line of any main supply pipe line of the said company, and the cost of the necessary connections from the main to the property line shall be borne by the said company, and the company shall, subject to the provisions herein contained, on demand, and on payment of the cost as hereinafter provided, introduce into or through the walls or inclosures of the house, shop, establishment or residence of any person requiring the same, a proper service pipe with stop cock, at a fair price not exceeding in all the sum of fifteen dollars (\$15.00) not including the cost of connecting the house, shop or establishment with the property line, and shall furnish a gas meter to accurately measure all gas consumed, and the company shall keep the aforesaid service, stop cock and meter in proper order and repair:

Provided that the installation, including meter to be provided by the company, from the property line may be made by the consumer and thereupon the company, on its inspection and approval of same and on payment to it of a \$2.00 inspection fee for each inspection, shall supply gas to the said consumer:

Provided that notwithstanding anything herein provided to the contrary the company shall be entitled to charge a rental of twenty-five cents (25c.) for each meter for each and every month, when the price of the gas used through such meter shall not amount to over three dollars (\$3.00) for such month:

Provided that any person desiring a supply of gas, if the property line of the place wherein such gas is required be situate more than seventy-five (75) feet from any main, may require the company to supply such service pipe and stop cock on payment in addition to the above mentioned sum of a further sum not exceeding one dollar (\$1.00) per foot for each foot of distance over and above the said seventy-five (75) feet.

7. When the property line of the places to be supplied is not situated within seventy-five (75) feet of any main supply pipe of the company, the company shall construct and lay along the street or other public place aforesaid such mains or pipes as are necessary to give such supply, upon a reasonable return upon the outlay of the said company in constructing such mains or pipes being assured to the said company, and in the event of a difference arising between the said company and the owner or occupant of the said buildings or other place as to the reasonableness or otherwise of such return, the same shall be referred to a judge of the Supreme Court of Alberta, and his determination thereof shall be final and conclusive between all parties.

8. Nothing herein contained shall authorize or empower the company to lay down or place any pipes or other works into or through any buildings or land not dedicated to public use, or vested in the town, without the consent of the owners or occupiers thereof.

9. Before the company proceeds to break up any street, it shall give to the town engineer or other authority under whose control or management the same may be, notice in writing of its intention to open or break up the same, not less than three clear days from the beginning of the work, except in cases of emergency arising from the defects in or breaking of the pipes or other works, when immediate notice shall suffice.

10. When the company opens or breaks up any road or pavement of any street or bridge, or any other public place as hereinbefore mentioned, they shall with all convenient speed complete the work for which the same has been broken or opened up, and shall fill in the ground, reinstate and make good the road or pavement so opened or broken up, and carry away the rubbish occasioned thereby and if the company shall so fail to do within ten (10) days and after written notice to that effect from the engineer as to the particular places to be repaired, the said work may be done by the town and the company shall be liable for the cost thereof and the company shall at all times if required, while any street or pavement shall be broken up, cause a light sufficient for the warning of passengers to be set up and maintained every night during which the same shall be broken up and a proper guard during the day to the satisfaction of the town engineer.

11. The company shall be liable for and shall indemnify the town for any damages arising out of the construction and operation of their works, including therein the construction of and keeping in repair every main, sewer or other work provided for and done by the company in connection with the said works or the conveying of gas or sewage through such mains or sewers, and including any damage the town may be held liable for from breach of any Ordinance or Statute of the Province of Alberta or of any by-law of the town not inconsistent herewith by the company, its servants, agents and employees.

12. The town shall have the right at the expiry of the period of twenty (20) years hereinbefore mentioned, and thereafter at the expiry of each successive term of three (3) years, as hereinafter provided, on giving six months' previous notice in writing to the company, to take over and assume the whole assets of the company situate within the town, save and except the main pipe line of the company connecting the gas wells of the company with other towns, cities and consumers, where the same runs through the town, at a price to be determined by arbitration under the terms and provisions of *The Arbitration Ordinance* of the Province of Alberta, or otherwise if mutually agreed between the said town and the company.

In determining the price to be paid by the town to the company for the said assets, the arbitrators shall first determine the actual value thereof, having regard to what the same would cost if the works and plant should then be constructed, or the assets or property be then bought, and as if the assets, works, plant and property formed a part of a going concern, if in fact the operations of the company are then being carried on; in any event making due allowance for deterioration, wear and tear and all other proper allowances, and in ascertaining the amount to be paid by the town as aforesaid, the arbitrators shall increase the amount so ascertained by them as aforesaid by an amount equal to ten (10) per cent. thereof, and shall award such increased sum (not in any event to exceed the actual cost thereof to the company) as the amount to be paid by the town, and the town shall pay the same within six months from the date of the award; provided, however, that the right hereby granted to the town shall not be assignable, and that the town

shall not be at liberty to take possession or to receive transfers of the said property until the payment of the amount awarded.

13. In case no notice in writing is given as provided in clause 12 hereof, or in case the said town fails to proceed with the said arbitration, or in case the said award is not paid to the company by the said town within six months from the date of the award, the town shall indemnify the company for all costs, damages, charges and expenses to which the company has been put, in, about or by reason of the arbitration aforesaid, and the right of the said town as herein provided to take over said works and plant shall thereupon absolutely cease and determine for a further period of three (3) years, and all powers, rights, liberties and franchises hereby granted, and all the provisions of this agreement shall continue for a further period of three (3) years; and at the expiry of each term of three (3) years the right to purchase, and in the alternative the right of renewal to the company, shall again arise and be exercisable in the manner aforesaid, and so on from time to time at the expiry of each successive period of three (3) years.

14. Nothing herein shall be taken or read as relieving the said company from the obligation to observe the terms and provisions of any and all by-laws of the said town passed by the council thereof, in the *bona fide* exercise of its legislative authority, but not inconsistent herewith.

15. In view of the large expenditure being incurred by the company in the construction of a long pipe line for the transportation of natural gas to the said town, the said town, subject to the consent and approval of the Legislature as hereinafter referred to, hereby further covenants and agrees with the company that it will not during the existence of the franchise hereby granted permit any other person, firm or corporation, or consent to any other person, firm or corporation using the streets, squares, highways, lanes, alleys, grounds, parks, bridges, thoroughfares and other public places hereinbefore mentioned, or any of them, for the purpose of laying natural gas pipes along, through or under the same, and that the rights, powers, liberties and franchises hereby granted to the company shall during the currency thereof, be enjoyed exclusively by the company, subject to the terms of this agreement; provided, however, that if the said company should fail to supply natural gas in the said town to the extent of ninety per cent. of the requirements therefor for a period of three months within the said town for any cause save and except accident, or other cause beyond the control of the company, the exclusive privileges hereby granted, subject to the consent and approval of the Legislature as aforesaid, shall cease and determine, but the said company shall nevertheless continue to enjoy the said privileges in so far as they are not exclusive for the purpose of supplying the town and inhabitants thereof with natural gas; provided that the town shall thereupon immediately have the privilege of purchasing the said plant as hereinbefore provided. And if the town has not, prior to the time when the company is again able to supply natural gas to the extent of the requirements therefor, availed itself of such privilege of purchase or entered into any contract, agreement, or arrangement, inconsistent herewith, the said exclusive privileges as respects natural gas as hereby granted shall be revived in full force and effect. The town hereby agrees to apply to the Legislature of the Province of Alberta at its next session for an enactment by the Legislature which will ratify and confirm the further covenant and agreement

by the town as in this paragraph mentioned, it being understood that the expense of such application and of all other expenses connected with the securing of the said legislation will be borne entirely by the company.

16. The company agrees to construct its main pipe line connecting its gas wells with the City of Calgary through the said town before the thirty-first day of December, 1912, and to supply the demand for gas forthwith after the construction of the said main.

17. It is further agreed by and between the parties hereto that this agreement shall, except where otherwise specified, be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.

18. In this agreement the town shall mean the Town of Okotoks, and the company shall mean The Canadian Western Natural Gas, Light, Heat and Power Company, Limited, and its successors and assigns, as hereinbefore provided; and the town engineer shall mean the engineer of the Town of Okotoks for the time being or such other authority as shall be by the said town from time to time appointed.

In witness whereof the parties hereto have caused these presents to be executed and their respective corporate seals to be hereto affixed, witnessed by the hands of their proper officers in that behalf.

Signed, sealed and delivered }
in the presence of }

(Signed) WES. KADEY, *Mayor*.

(Signed) R. KNOWLES, *Secretary-Treasurer*.

{ CORPORATE SEAL OF THE }
{ TOWN OF OKOTOKS. }

BY-LAW No. 257 OF THE TOWN OF MACLEOD.

A by-law to authorize the Mayor and Secretary-Treasurer to execute an agreement to The Canadian Western Natural Gas, Light, Heat and Power Company, Limited, for supplying natural gas to the said Town and inhabitants thereof.

Whereas The Canadian Western Natural Gas, Light, Heat and Power Company, Limited, has offered to supply the Town of Macleod and inhabitants thereof with natural gas for power and domestic purposes upon certain terms; and

Whereas the council of the said town is desirous of obtaining natural gas for the said town and inhabitants; and

Whereas the said The Canadian Western Natural Gas, Light, Heat and Power Company, Limited, and the council of the said town have agreed upon the terms and conditions upon which the said company will supply natural gas to the said town and inhabitants thereof if the said terms and conditions are approved of by the ratepayers of the said town, and have embodied the same in the agreement set forth in schedule A hereto annexed; and

Whereas it is agreed that the said agreement shall be executed on behalf of the said town by the mayor and secretary-treasurer thereof upon the said agreement being ratified by a majority of the ratepayers of the said town who may vote on the said by-law when submitted:

Now therefore the council of the Town of Macleod enacts as follows:

That the votes of the electors duly qualified to vote on this by-law shall be taken on the 18th day of January, A.D. 1912, between the hours of nine o'clock in the forenoon and five o'clock in the afternoon, at the city hall in the Town of Macleod, and that E. F. Brown be returning officer for the said election.

That the mayor and secretary-treasurer of the Town of Macleod are hereby authorized to affix the seal of the town to the agreement set forth in schedule A hereto, and to execute the same on behalf of the said town as soon as the same is ratified and agreed to by the vote of the majority of the ratepayers of the Town of Macleod who may vote at the time and place above specified.

Done and passed in council this 10th day of January, A.D. 1912.

(Sgd.) T. H. STEDMAN, *Mayor*.

(Sgd.) E. FORSTER BROWN, *Secretary-Treas.*

{ CORPORATE SEAL OF THE }
{ TOWN OF MACLEOD. }

MEMORANDUM OF AGREEMENT made and entered into this
Twenty-seventh day of January, in the year of our Lord one
thousand nine hundred and twelve.

Between—

The Town of Macleod in the Province of Alberta,
hereinafter called "the town,"

Of the First Part,

and

The Canadian Western Natural Gas, Light, Heat
and Power Company, Limited, a body corporate
incorporated under the laws of the Province of Alberta,
having its head office at Calgary in the Province of
Alberta, hereinafter called "the company,"

Of the Second Part.

Whereas the company has been incorporated for the purpose,
among other things, of supplying gas to consumers in the Province
of Alberta; and

Whereas the company has secured a large supply of natural
gas from wells in the Bow Island district in the Province of
Alberta, and proposes to lay large pipe lines at great cost from
such wells to the City of Calgary for the purpose of transporting
gas to the said City of Calgary; and

Whereas it is advantageous to the said town and to the
residents thereof that the said pipe lines from the said Bow
Island District to the City of Calgary be diverted so as to pass
through or near the said town; and

Whereas the said company has agreed to construct the said
pipe line so as to pass through or near the said town and to
supply the residents of the said town with natural gas on the
terms and conditions hereinafter set forth and contained;

Now therefore this agreement witnesseth that the parties
hereto mutually covenant and agree each with the other as
follows:

1. The town hereby grants to the company, its successors
and assigns, subject to the terms, conditions and provisions
hereinafter contained, the full power, right and liberty to
put down, take up, relay, connect, disconnect, repair, main-
tain, and operate, its gas pipe lines along, through or under
the streets, squares, highways, lanes, alleys, grounds, bridges,
parks, thoroughfares, and other public places within the limits
of the said town, as the same may be from time to time extended,
as may be necessary or convenient for the purpose of supplying
and conducting natural gas to the consumers thereof and its
main gas pipe lines connecting the gas wells of the company
with other towns, cities and consumers, and the said company
is to that end authorized to enter upon any and all the said
places and to break at their own expense the surface and to
make the necessary excavation thereon when and where the
same may be required for the aforesaid purposes, also to erect
any pillars, lamps or other works necessary or convenient in
connection with the operations of the company in the location
designated therefor by the town engineer, and to do all other
things reasonably necessary or convenient for supplying gas
to the inhabitants or corporation of the said town, and laying
down, taking up, repairing, maintaining and operating its
main gas pipe lines as aforesaid, doing as little damage as may
be in the execution of the powers hereby granted and causing
as little obstruction as possible during the progress of the work,
and at all other times, and restoring the streets, squares, high-

ways, lanes, alleys, grounds, bridges, parks, thoroughfares and other public places within the limits of the said town in all cases to their proper condition:

Provided that a plan showing the proposed location of the said mains and pipes as aforesaid shall be first submitted to and approved of by the council of the said town or an officer appointed by the said council for that purpose, and the said town shall have the right to direct the location of the lines as between streets or alleys.

2. The powers, rights, liberties and franchises hereby granted shall come into force and effect forthwith upon the execution of this agreement, and shall be held, used and enjoyed subject to the terms hereof by the company from time to time until the expiration of twenty (20) years from the date hereof, and thereafter as far as the same relates to the company's pipe lines for supplying natural gas to consumers within the town, until the said town shall have taken over and paid the company for the whole of its assets, including works and plant, within the said town, for supplying natural gas to consumers in the town and to the town on the terms hereinafter provided, and as far as the same relates to its main gas pipe lines connecting the gas wells of the company with other towns, cities and consumers, as aforesaid, so long thereafter as the company may be able to convey gas through the said main gas pipe lines.

3. This agreement is intended to operate as a consent by the said town to the exercise by the company of the powers, rights, liberties and franchises herein contained according to the terms hereof, and also to the exercise within the Town of Macleod of the powers which may be exercised by a company under and by virtue of the Ordinance respecting water, gas, electric and telephone companies, being chapter 21 of 1901, or by any other Ordinance or Statute.

4. The net price of natural gas supplied by the company to the consumers within the limits of the said town as the same may be from time to time extended, shall not exceed the following rates: For domestic and lighting purposes, thirty-five cents (35c.) per one thousand (1,000) cubic feet; for power purposes twenty cents (20c.) per one thousand (1,000) cubic feet; but an additional price of three cents (3c.) per one thousand cubic feet may be charged and collected on all bills unpaid within ten (10) days of rendering same.

If the company should at any time not have a sufficient supply of natural gas to supply all the requirements therefor for light, heat and power within the said town, the company shall give preference to the requirements of consumers for domestic purposes, or for power purposes or to the requirements of the town, as may be determined by the town council:

Provided also that the prices to be charged for the said gas to consumers within the Town of Macleod shall be at no time higher than the prices at which the said company at the same time supplies gas to consumers within the City of Lethbridge:

Provided further that the price charged to the consumers shall not be increased at any time until after three months' notice in writing of such increase has been given to such consumers.

5. The company shall not sell gas for illuminating purposes within the said town without the consent of the town council first had and obtained.

6. The company shall supply as much gas as may be required within the limits aforesaid at the property line when the places or buildings to be supplied with gas are situated on land lying along the line of any main supply pipe line of the said company, and the cost of the necessary connections from the main to the property line shall be borne by the said company, and the company shall, subject to the provisions herein contained,

on demand, and on payment of the cost as hereinafter provided, introduce into or through the walls or inclosures of the house, shop, establishment or residence of any person requiring the same, a proper service pipe with stop cock, at a fair price not exceeding in all the sum of fifteen dollars (\$15.00) not including the cost of connecting the house, shop or establishment with the property line, and shall furnish a gas meter to accurately measure all gas consumed, and the company shall keep the aforesaid service, stop cock and meter in proper order and repair:

Provided that the installation, including meter to be provided by the company, from the property line may be made by the consumer and thereupon the company, on its inspection and approval of same and on payment to it of a \$2.00 inspection fee for each inspection, shall supply gas to the said consumer:

Provided that notwithstanding anything herein provided to the contrary the company shall be entitled to charge a rental of twenty-five cents (25c.) for each meter for each and every month, when the price of the gas used through such meter shall not amount to over three dollars (\$3.00) for such month:

Provided that any person desiring a supply of gas, if the property line of the place wherein such gas is required be situated more than seventy-five (75) feet from any main, may require the company to supply such service pipe and stop cock on payment in addition to the above mentioned sum, of a further sum not exceeding one dollar (\$1.00) per foot for each foot of distance over and above the said seventy-five (75) feet.

7. When the property line of the places to be supplied is not situated within seventy-five (75) feet of any main supply pipe of the company, the company shall construct and lay along the street or other public place aforesaid, such mains or pipes as are necessary to give such supply, upon a reasonable return upon the outlay of the said company in constructing such mains or pipes being assured to the said company, and in the event of a difference arising between the said company and the owner or occupant of the said buildings or other place as to the reasonableness or otherwise of such return, the same shall be referred to a judge of the Supreme Court of Alberta, and his determination thereof shall be final and conclusive between all parties.

8. Nothing herein contained shall authorize or empower the company to lay down or place any pipes or other works into or through any buildings or land not dedicated to public use, or vested in the town, without the consent of the owners or occupiers thereof.

9. Before the company proceeds to break up any street it shall give to the town engineer or other authority under whose control or management the same may be, notice in writing of its intention to open or break up the same, not less than three clear days from the beginning of the work, except in cases of emergency arising from the defects in or breaking of the pipes or other works, when immediate notice shall suffice.

10. When the company opens or breaks up any road or pavement of any street or bridge, or any other public place as hereinbefore mentioned, they shall with all convenient speed complete the work for which the same has been broken or opened up, and shall fill in the ground, reinstate and make good the road or pavement so opened or broken up, and carry away the rubbish occasioned thereby and if the company shall so fail to do within ten (10) days and after written notice to that effect from the engineer as to the particular places to be repaired, the said work may be done by the town and the company shall be liable

for the cost thereof and the company shall at all times if required, while any street or pavement shall be broken up, cause a light sufficient for the warning of passengers to be set up and maintained every night during which the same shall be broken up and a proper guard during the day to the satisfaction of the town engineer.

11. The company shall be liable for and shall indemnify the town for any damages arising out of the construction and operation of their works, including therein the construction of and keeping in repair every main, sewer or other work provided for and done by the company in connection with the said works or the conveying of gas or sewage through such mains or sewers, and including any damage the town may be held liable for from breach of any Ordinance or Statute of the Province of Alberta or of any by-law of the town not inconsistent herewith by the company, its servants, agents and employees.

12. The town shall have the right at the expiry of the period of twenty (20) years hereinbefore mentioned, and thereafter at the expiry of each successive term of three (3) years, as hereinafter provided, on giving six months' previous notice in writing to the company, to take over and assume the whole assets of the company situate within the town, save and except the main pipe line of the company connecting the gas wells of the company with other towns, cities and consumers, where the same runs through the town, at a price to be determined by arbitration under the terms and provisions of *The Arbitration Ordinance* of the Province of Alberta, or otherwise if mutually agreed between the said town and the company.

In determining the price to be paid by the town to the company for the said assets, the arbitrators shall first determine the actual value thereof, having regard to what the same would cost if the works and plant should then be constructed, or the assets or property be then bought, and as if the assets, works, plant and property formed a part of a going concern, if in fact the operations of the company are then being carried on; in any event making due allowance for deterioration, wear and tear and all other proper allowances, and in ascertaining the amount to be paid by the town as aforesaid, the arbitrators shall increase the amount so ascertained by them as aforesaid by an amount equal to ten (10) per cent. thereof, and shall award such increased sum (not in any event to exceed the actual cost thereof to the company) as the amount to be paid by the town, and the town shall pay the same within six months from the date of the award; provided, however, that the right hereby granted to the town shall not be assignable, and that the town shall not be at liberty to take possession or to receive transfers of the said property until the payment of the amount awarded.

13. In case no notice in writing is given as provided in clause 12 hereof, or in case the said town fails to proceed with the said arbitration, or in case the said award is not paid to the company by the said town within six months from the date of the award, the town shall indemnify the company for all costs, damages, charges and expenses to which the company has been put, in, about or by reason of the arbitration aforesaid, and the right of the said town as herein provided to take over said works and plant shall thereupon absolutely cease and determine for a further period of three (3) years, and all powers, rights, liberties and franchises hereby granted, and all the provisions of this agreement shall continue for a further period of three (3) years; and at the expiry of each term of three (3) years the right to purchase, and in the alternative the right of renewal to the company, shall again arise and be exercisable in the

manner aforesaid, and so on from time to time at the expiry of each successive period of three (3) years.

14. Nothing herein shall be taken or read as relieving the said company from the obligation to observe the terms and provisions of any and all by-laws of the said town passed by the council thereof, in the *bona fide* exercise of its legislative authority, but not inconsistent herewith.

15. In view of the large expenditure being incurred by the company in the construction of a long pipe line for the transportation of natural gas to the said town, the said town, subject to the consent and approval of the Legislature as hereinafter referred to, hereby further covenants and agrees with the company that it will not during the existence of the franchise hereby granted permit any other person, firm or corporation, or consent to any other person, firm or corporation using the streets, squares, highways, lanes, alleys, grounds, parks, bridges, thoroughfares and other public places hereinbefore mentioned, or any of them, for the purpose of laying natural gas pipes along, through or under the same, and that the rights, powers, liberties and franchises hereby granted to the company shall during the currency thereof, be enjoyed exclusively by the company, subject to the terms of this agreement; provided, however, that if the said company should fail to supply natural gas in the said town to the extent of ninety per cent. of the requirements therefor for a period of three months within the said town for any cause save and except accident, or other cause beyond the control of the company, the exclusive privileges hereby granted, subject to the consent and approval of the Legislature as aforesaid, shall cease and determine, but the said company shall nevertheless continue to enjoy the said privileges in so far as they are not exclusive for the purpose of supplying the town and inhabitants thereof with natural gas; provided that the town shall thereupon immediately have the privilege of purchasing the said plant as hereinbefore provided. And if the town has not, prior to the time when the company is again able to supply natural gas to the extent of the requirements therefor, availed itself of such privilege of purchase or entered into any contract, agreement, or arrangement, inconsistent herewith, the said exclusive privileges as respects natural gas as hereby granted shall be revived in full force and effect. The town hereby agrees to apply to the Legislature of the Province of Alberta at its next session for an enactment by the Legislature which will ratify and confirm the further covenant and agreement by the town as in this paragraph mentioned, it being understood that the expense of such application and of all other expenses connected with the securing of the said legislation will be borne entirely by the company.

16. The company agrees to construct its main pipe line or branch thereof connecting its gas wells with the City of Calgary through the said town before the thirty-first day of December, 1912, and to supply the demand for gas forthwith after the construction of the said main.

17. It is further agreed by and between the parties hereto that this agreement shall, except where otherwise specified, be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.

18. In this agreement the town shall mean the Town of Macleod, and the company shall mean The Canadian Western Natural Gas, Light, Heat and Power Company, Limited, and

its successors and assigns, as hereinbefore provided; and the town engineer shall mean the engineer of the Town of Macleod for the time being.

In witness whereof the parties hereto have caused these presents to be executed and their respective corporate seals to be hereto affixed, witnessed by the hands of their proper officers in that behalf.

Signed, sealed and delivered }
in the presence of }

(Signed) T. H. STEDMAN, *Mayor*.

(Signed) E. FORSTER BROWN, *Secretary-Treasurer*.

{ CORPORATE SEAL OF THE }
{ TOWN OF MACLEOD. }

No. 71

THIRD SESSION
SECOND LEGISLATURE

2 GEORGE V

1912

BILL

An Act to validate and confirm certain By-laws and Agreements of certain Towns in the Province of Alberta, granting certain franchises to The Canadian Western Natural Gas, Light, Heat and Power Company, Limited, for supplying gas to the said Towns and Inhabitants thereof and to authorize the said Company to construct certain gaspipe lines and works in the Province of Alberta.

Received and read the

First time

Second time

Third time

L. M. ROBERTS

EDMONTON:
JAMES E. RICHARDS, Government Printer
A.D. 1912