



BRITISH COLUMBIA
ENERGY COMMISSION

ORDER
NUMBER C-22-80

PROVINCE OF BRITISH COLUMBIA
BRITISH COLUMBIA ENERGY COMMISSION

IN THE MATTER OF the Energy Act,
RSBC 1979, c. 108

and

IN THE MATTER OF an Application
by Inland Natural Gas Co. Ltd.

BEFORE: Mr. N.R. Gish,)
 Commissioner; and) June 17, 1980
 Mr. R.J. Ludgate,)
 Commissioner)

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS Inland Natural Gas Co. Ltd. ("Inland")
applied May 21, 1980 for approval of an individual 21-year
operating agreement between Inland and The Village of 100
Mile House; and

WHEREAS a public hearing of the matter was held
May 29, 1980 pursuant to Commission Order No. G-25-80; and

WHEREAS the Commission has considered the
evidence adduced; and finds that the approval of the
application is necessary for the public convenience and
properly conserves the public interest.

NOW THEREFORE the Commission hereby orders a
Certificate of Public Convenience and Necessity to be granted
to Inland Natural Gas Co. Ltd. approving the terms of an
operating agreement with The Village of 100 Mile House in the
form attached to and forming part of this order, subject to
the following conditions:

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ENERGY COMMISSION

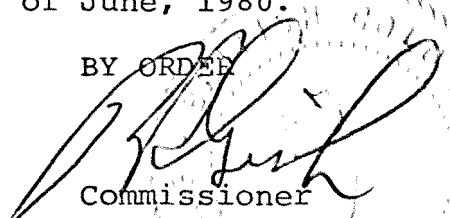
ORDER
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1. Inland shall pay annually to The Village of 100 Mile House a franchise fee equivalent to 3% of the gross annual revenues of Inland derived from sales of natural gas within the area encompassed by the terms of the said operating agreement.
2. The term of the certificate shall be for a period of 21 years from July 1, 1980.

DATED at the City of Vancouver, in the Province
of British Columbia, this 17th day of June, 1980.

BY ORDER


Commissioner

Attch.

OPERATING CONDITIONS

1. Definitions

- (a) The term "Village" as used herein shall mean the Village of 100 Mile House.
- (b) The term "Company" as used herein shall mean Inland Natural Gas Co. Ltd.
- (c) The term "public thoroughfare" shall mean highway, road, street, lane, alley, bridge, viaduct, subway, public place, square or park.

2. Subject as hereinafter provided, the Village hereby grants to the Company the authority, permission and right to enter in, upon and under all public thoroughfares within the boundary limits of the Village and over which the Village has control and authority for such permission and right to give, and the same to use, break up, dig, trench, open up and excavate, and therein, thereon and thereunder place, construct, lay, operate, use, maintain, renew, alter, repair, extend, relay and/or remove a distribution system which term means mains, pipes, valves and facilities for the purpose of carrying, conveying, distributing, supplying and making available for use gas within the said boundary limits of the Village as and in the manner herein set out, but excludes any transmission or main pipeline and appurtenances which are an integral part of the natural gas transmission system through the said Village.

3. Before placing, constructing or laying down the distribution system, or any part thereof, the Company shall file with the Village, or such officer or official thereof as shall be designated from time to time for such purpose by the Village,

detailed plans and specifications showing the size and dimensions of the mains and pipes thereof, the proposed depth thereof below the surface of the ground, and the proposed location thereof, and the same shall not be placed, constructed or laid down without the approval of the Village or of such designated officer or official, as the case may be, PROVIDED ALWAYS that such approval shall not be unreasonably withheld. In establishing location of mains, the Company shall endeavour to use lanes or alleys in preference to streets, where same are available and the use thereof is compatible with and conforms to the general economics and engineering of the distribution system or the relevant portion thereof; and the Company shall endeavour not to conflict with existing or planned services, pipes, conduits, ducts, mains, manholes or systems belonging to the Village.

4. The Company shall give written notice to the Village, or such officer or official thereof as shall be designated from time to time by the Village for the purposes in the next preceding clause set out, of its intention to break up, dig, trench, open up or excavate any, or in or on any public thoroughfare within the boundary limits of the Village, not less than three (3) working days before the beginning of such work, except in such cases of repair, maintenance or the like that can reasonably be deemed to be emergencies or in the interests of the health or safety of the public, or of the safety of property by whomsoever owned, or any of them, in which cases no notice need be first given but shall be given as soon as practicable thereafter. The provisions of this clause shall apply notwithstanding the provisions of the next preceding clause and the grant of the approval or approvals therein referred to.

5. Should any of the public thoroughfares under or on which any part of the distribution system of the Company lies or is constructed, be legally closed as such or alienated by the Village or by or under any other paramount authority, the Company agrees that with all reasonable speed and dispatch after receipt of written notice from the Village it will remove and (if possible or practicable) relocate that part of its distribution system so affected by such closure or alienation, the cost of such removal and/or relocation to be at the cost and expense of the Village unless such removal has been enforced upon the Village by any other paramount authority without the Village having applied therefor.

6. The Company agrees with the Village that it will create and cause as little damage as possible in the execution of the authorities, permissions and rights to it hereby granted and will use its best endeavours to cause as little obstruction or inconvenience or danger as possible during the progress of any of the work hereinbefore set out, and will place and maintain such warning signs, barricades, lights or flares on, at or near the site of any work in progress as will give reasonable warning thereof and protection therefrom to members of the public, and further agrees to restore without unreasonable delay the said public thoroughfares so broken up, dug, trenched, opened up or excavated to a state of repair or condition as nearly as possible as existed immediately before the commencement of such work, to the satisfaction of the Village's Engineer or such other persons designated by Council at the time the work is carried out.

7. The distribution system of the Company and the mains and pipes thereof shall be laid in such manner as not to interfere with any public or private sewer or any other pipe, conduit, duct, manhole or system belonging to the Village

or which shall have been previously laid down and be then subsisting in any said public thoroughfare by, or with the permission or approval of, the Village or by virtue of any charter or right granted by competent governmental or municipal authority.

8. The Company agrees with the Village that it will protect, indemnify and save harmless the Village from and against all actions, proceedings, claims and demands of any corporation, firm or person against the Village and will reimburse the Village for all damage and expenses caused to it, in respect of or by the execution by the Company of the authorities, permissions and rights hereby to it granted or by reason of the construction, maintenance or operation of the distribution system of the Company within the boundary limits of the Village, except where same are caused by or contributed to by the negligence or default of the Village of 100 Mile House, or its servants or agents.

9. The Village agrees with the Company that before it makes any additions, repairs or alterations to any of its public services within the boundary limits of the Village, and which said additions, repairs or alterations may in any way affect any part of the distribution system of the Company, or any equipment thereof, it will give to the Company at its main office within the boundary limits of the Village not less than three (3) working days notice thereof, except in such cases of repair, maintenance or the like that can reasonably be deemed to be emergencies or in the interests of the health or safety of the public, or of the safety of property by whomsoever owned, or any of them, in which case no notice need be first given but shall be given as soon as practicable thereafter. The Company shall thereupon be

entitled to appoint a representative to supervise or advise in respect to such additions, repairs or alterations and so long as the directions, instructions or advice of such representative are or is followed or complied with by the Village, the Village shall be relieved from all liability in connection with any damage done to the property of the Company by reason of such additions, repairs or alterations.

10. Subject to the next clause hereof, the Company agrees with the Village that it will supply such reasonable quantities of gas as may be required for consumption or purchase by its customers or consumers within the boundary limits of the Village subject, however, to the terms and conditions of the service agreement between the customer or consumer and the Company, PROVIDED THAT such requirements are to be supplied to places or buildings lying or being on property fronting or lying alongside a main or pipe of the distribution system of the Company. The property line of such property shall be the place of delivery of all gas supplied by the Company, but the Company shall provide and install a meter suitably located on the property to be supplied with gas. The Company shall also supply and install a service pipeline from the property line to the meter on and in accordance with the costs and terms set forth in the Company's tariff and revisions thereto as filed with and approved by the British Columbia Energy Commission, from time to time. The said meter and service pipeline shall be located and installed in a manner and at a location selected by the Company, and shall remain the property of the Company.

11. Notwithstanding anything to the contrary as set forth herein, the obligations, duties and covenants of the Company herein contained in Section 10 and on its part to be performed

and carried out are subject from time to time to (a) fire, explosion, lightning, tempest, the elements, adverse weather or climatic conditions, acts of God, force majeure, actions or acts or restraints of enemies, foreign princes, and governments (whether foreign or domestic), strikes, lockouts, riots, shortage of labour or materials, civil insurrection, delays in or shortage of transportation, impossibility or difficulty of or in manufacturing, mixing, procuring, receiving, distributing or delivering gas, or impossibility, difficulty or delay in procuring, acquiring or receiving materials or equipment required or advisable for the placing, construction, maintenance or operation of the distribution system or any pipeline or facility for bringing gas to the boundary limits of the Village, and generally all shortage of supply or delays in delivery caused or resulting directly or indirectly from causes beyond the reasonable control of the Company, and (b) the operation of the entire natural gas transmission pipelines of its supplier(s) (including gathering lines), and (c) the construction and operation of the transmission or main pipeline and appurtenances of the Company required to bring gas from such natural gas pipeline to the boundary limits of the Village.

12. Any notice, demand or request required or desired to be given or made under or in respect of this agreement shall be deemed to have been sufficiently given to or made upon the party to whom it is addressed if it is mailed at 100 Mile House, British Columbia, in a prepaid registered envelope addressed respectively as follows:

(a) If given to or made upon the Village:

The Village Clerk,
The Village of 100 Mile House,
P.O. Box 340,
100 Mile House, B.C. V0K 2E0

(b) If given to or made upon the Company:

The Corporate Secretary,
Inland Natural Gas Co. Ltd.,
23rd Floor, 1066 West Hastings Street,
Vancouver, B.C. V6E 3G3

and any notice, demand or request so given or made shall be deemed to have been received and given or made on the day after the mailing thereof.

13. Notwithstanding anything to the contrary as set forth herein, these provisions shall be subject to the provisions of the Pipelines Act, the Gas Utilities Act, the Municipal Act and the Energy Act of the Province of British Columbia and the proper authorities and powers of the British Columbia Energy Commission and anything herein shall exclude or be deemed to exclude the application of the provisions of the said Acts or any jurisdiction thereof or of the said British Columbia Energy Commission.

AGREED TO as Operating Conditions

this _____ day of _____,
1980.

THE VILLAGE OF 100 MILE HOUSE

Per: *[Signature]*

Per: *Z. Wood*

INLAND NATURAL GAS CO. LTD.

Per: *[Signature]*

Per: *G. F. Clark*