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**Lesley Austin**  
Regulatory Coordinator  
Regulatory Proceedings  
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**VIA COURIER AND RESS**

May 12, 2010

Ms. Kirsten Walli  
Board Secretary  
Ontario Energy Board  
2300 Yonge Street, 27<sup>th</sup> Floor  
Toronto, Ontario  
M4P 1E4

Dear Ms. Walli:

**Re: Enbridge Gas Distribution Inc. (“Enbridge”) Application for Franchise  
Renewal with the City of Mississauga (“City”)**

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Enbridge wishes to apply to the Ontario Energy Board (the “Board”) for an order granting approval for the renewal of its franchise with the City, using the 2000 Model Franchise Agreement and for a consolidating Certificate of Public Convenience and Necessity. One of the current franchise agreements between the City and Enbridge is set to expire on July 23, 2010.

Enbridge is submitting this application through the Board’s RESS system; as well please find enclosed two paper copies of the following:

1. The aforementioned application,
2. Schedule A – A map showing the location of the City of Mississauga,
3. Schedule B – City of Mississauga By-Law 168-79 and Franchise Agreement – July 23, 1980 (specifically for the part of the former Town of Oakville annexed to the City as part of *The Regional Municipality of Peel Act 1973*),
4. Schedule C – Board Order – E.B.A. 341 approving the current Franchise Agreement – July 21, 1980,
5. Schedule D – Former Township of Toronto By-Law 1105 – July 4, 1931,
6. Schedule E – Former Village of Port Credit By-Law 314 – June 22, 1931,
7. Schedule F – Former Village of Streetsville By-Law 1088 and Franchise Agreement – November 4, 1955,
8. Schedule G - The Certificate of Public Convenience and Necessity for the City of Mississauga (E.B.C. 110) – July 21, 1980 (specifically for the part of the former Town of Oakville annexed to the City as part of *The Regional Municipality of Peel Act 1973*),
9. Schedule H – The Certificate of Public Convenience and Necessity for the former Village of Streetsville (F.B.C. 7) – December 12, 1955,

10. Schedule I – The description of lands appropriated from the Town of Milton under an order to *The Municipal Act, 2001, S.O. 2001 c.25*,
11. Schedule J – A map showing the City of Mississauga after the January 1, 2010 amalgamation of lands appropriated from the Town of Milton, and
12. Schedule K – The Resolution, draft By-law, and the Model Franchise Agreement.

Enbridge looks forward to receiving the direction from the Board in this matter.

The contact information for this matter follows below:

Corporation of the City of Mississauga  
Civic Centre, 300 City Centre Drive  
Mississauga, Ontario L5B 3C1  
Tel: (905) 896-5000  
Fax: (905) 615-4081  
**Attn: Crystal Greer**  
**City Clerk**

Enbridge Gas Distribution Inc. (Head Office)  
500 Consumers' Road  
Toronto, Ontario M2J 1P8  
Tel: (416) 495-5499 or 1-888-659-0685  
Fax: (416) 495-6072  
Email: [EGDRegulatoryProceedings@Enbridge.com](mailto:EGDRegulatoryProceedings@Enbridge.com)  
**Attn: Tania Persad**  
**Senior Legal Counsel, Regulatory**

Enbridge Gas Distribution Inc. (Regional Office)  
6 Colony Court  
Brampton, Ontario L6T 4E4  
Tel: (905) 458-2135  
Fax: (905) 458-2129  
**Attn: John Finkbiner**  
**Manager Sales Development**  
**Central Region West**

Sincerely,



Lesley Austin  
Regulatory Coordinator

Attachment

cc: Tania Persad – EGD, Senior Legal Counsel, Regulatory  
John Finkbiner – Manager Sales Development – Central Region West  
Elizabeth Waight, City of Mississauga, Legal Counsel

**ONTARIO ENERGY BOARD**

IN THE MATTER OF the *Municipal Franchises Act*,  
R.S.O. 1990, c. M.55; as amended;

AND IN THE MATTER OF an application by  
Enbridge Gas Distribution Inc. for an order  
extending the term of the right to construct or  
operate works for the distribution of gas, and the  
right to extend or add to the works, in the City of  
Mississauga.

AND IN THE MATTER OF an application by  
Enbridge Gas Distribution Inc. for an order  
canceling the existing certificates of public  
convenience and necessity for certain geographic  
areas now incorporated within the City of  
Mississauga and replacing these with a single  
certificate of public convenience and necessity for  
the City of Mississauga.

**A P P L I C A T I O N**

1. Enbridge Gas Distribution Inc. (the “**Applicant**”) is an Ontario corporation with its head office in the City of Toronto.
2. The Corporation of the City of Mississauga (“**Corporation**”) is a municipal Ontario corporation with its head office at Civic Centre, 300 City Centre Drive, Mississauga, Ontario, L5B 3C1. The Corporation’s Clerk is Ms. Crystal Greer. Attached hereto and marked as Schedule “A” is a map showing the geographical location of the City of Mississauga.

**Franchise Agreements**

3. The Applicant and the Corporation are party to four municipal gas franchise agreements; with the former Township of Toronto, the former Village of Port Credit, the former Village of Streetsville, and the City of Mississauga, the latter being only for specific lands annexed to the City from the Town of Oakville, as part of *The Regional Municipality of Peel Act, 1973* (the “**Annexed Oakville Lands Agreement**”).

4. Attached hereto and marked as Schedule "B" is By-law 168-79 and the Annexed Oakville Lands Agreement, fully executed on July 23, 1980 for a 30 year term. Attached as Schedule "C" is Board Order E.B.A. 341 dated July 21, 1980 granting approval for this agreement. Both Schedules "B" and "C" contain a detailed description of the annexed Oakville lands.
5. Attached hereto and marked as Schedule "D", Schedule "E", and Schedule "F" respectively are By-law 1105 for the former Township of Toronto passed on July 4, 1931, By-law 314 for the former Village of Port Credit passed on June 22, 1931, and By-law 1088 for the former Village of Streetsville passed on November 4, 1955. The Applicant's franchise rights for the Township of Toronto and the Village of Port Credit are perpetual, in accordance with the Applicant's rights "to exercise its powers in the City of Toronto". Legislation entitled *An Act to Incorporate the Consumers' Gas Company of Toronto* (1848), 11 Vict., Cap. XIV. (Canada), as amended, grants the Applicant a perpetual right to supply the inhabitants of the City of Toronto with gas.
6. The agreement with the former Village of Streetsville was for a term of 20 years, and therefore expired in November, 1975. The Applicant has no record of any renewal of this agreement, and it appears that such renewal was inadvertently missed. The Applicant similarly has no record of any expressed intention not to continue with the franchise in the Village of Streetsville, and understands that the Corporation desires continuation of those franchise rights without interruption, as part of this Application.
7. The Applicant requests consolidation and renewal of all four above-mentioned franchise agreements under one franchise agreement, using the Board's 2000 Model Franchise Agreement, to achieve consistency across the franchise territory, and other Ontario franchises, subject to one clarifying amendment as further explained below.

### **Certificates of Public Convenience and Necessity**

8. The Applicant possesses two Certificates of Public Convenience and Necessity ("**Certificates**") for the geographical area of the Corporation permitting it to distribute, store and transmit gas in the Municipality. Attached hereto and marked as Schedule "G" and Schedule "H" respectively, are the Certificates for the City of Mississauga and the former Village of Streetsville. The Applicant had established franchise rights in the area of the former Village of Port Credit and the former Township of Toronto prior to April 1, 1933 and under the

*Municipal Franchise Act, R.S.O. 1990, Chapter M.55, Section 8*, Certificates for these two geographical areas are not required. In 1968, the Township of Toronto became the Town of Mississauga. Subsequently, on January 1, 1974, under *The Regional Municipality of Peel Act, 1973*, the Town of Mississauga, the Villages of Port Credit and Streetsville, and the annexed portion of the Town of Oakville were amalgamated to form the City of Mississauga. The Applicant is applying for a consolidating Certificate to cover the Applicant's franchise areas in the Municipality.

### **Stakeholder Consultations**

9. The Applicant approached the Corporation in November 2008 to commence the franchise renewal process. During discussions in 2009, the Corporation advised that an annexation of land from the Town of Milton, as further described below (the "**Milton lands**"), would likely occur in the near future. The Applicant and the Corporation therefore held discussions with Union Gas Limited ("**Union**"), resulting in the proposals set out in this Application.
10. By way of background, the Applicant notes that on May 30, 2007 the Board approved renewal of the franchise agreement between Union and the Town of Milton under case number EB-2007-0094. The term of the franchise agreement is for 20 years, expiring in 2027. Union also holds Certificate EB-2008-0078 for the Town of Milton, including the Milton lands.
11. On January 1, 2010, under an order to *The Municipal Act, 2001, S.O. 2001, c. 25*, the Milton lands were annexed to the City of Mississauga and the Regional Municipality of Peel. Attached hereto and marked as Schedule "I" is a copy of the Order in which the Milton lands are described. Attached as Schedule "J" is a map of the City of Mississauga showing the Milton lands transferred on January 1, 2010.
12. On April 28, 2010, the Corporation passed a Resolution, attached hereto as Schedule "K", confirming the Corporation's approval to proceed with renewal of the Applicant's franchise rights in the City of Mississauga using the Model Franchise Agreement ("**Agreement**"), with one modification meant to delineate franchise rights of Union and the Applicant within the Municipality. The proposed modification is in section 1.g. wherein the definition of "Municipality" is modified to exclude the Milton lands. The Agreement is for a term of twenty years.
13. The Applicant and the Corporation have agreed to seek this modification from the Board, with an expectation that a similar modification will be incorporated into any future Model Franchise Agreement that Union may obtain from the Corporation for the Milton lands. In making this submission, the Applicant is

aware that Union may not agree with this proposal and that the Board may be reluctant to bind any future Board panel in respect of any future Union application(s).

14. Nonetheless, the Applicant submits that a modification of the Agreement is appropriate in these circumstances because without the modification, the Agreement indicates that the rights granted extend to the entire Municipality, without exception. Indeed this is not the case in the City of Mississauga, where the Applicant serves the vast majority of the Municipality, and Union serves only the Milton lands.
15. The Applicant understands that the Corporation holds the same view, as evidenced by its passing of the Resolution, and desires that the Agreement be clear on its face as to the extent of the rights granted. The fact that the Certificates are intended to set out the territorial limits of the gas utilities' franchise rights does not negate the comprehensive reach of the Model Franchise Agreement, and so reliance upon the Certificates alone is not satisfactory. Further, the Certificate process may not always perfectly coincide with the franchise agreement process, such that gaps or overlaps in territorial boundaries as expressed in the Certificates may exist for some time. The Applicant is attempting, in this case, to avoid such inconsistencies at the outset with the proposed approach.

### **Request for Relief**

16. The Applicant hereby applies to the Board, pursuant to Section 9 of the *Municipal Franchises Act*, R.S.O. c. M.55, for:
  - i) an Order renewing the Applicant's right to distribute, store, and transmit gas in and through the Municipality for such period of time and upon the terms set out in the Agreement, or as may otherwise be prescribed by the Board;
  - ii) an Order directing and declaring that the assent of the municipal electors to the terms and conditions of the Agreement is not necessary; and
  - iii) an Order, pursuant to subsection 8(2) of the *Municipal Franchises Act*, R.S.O. 1990, c. M. 55, as amended (the "Act"), canceling the Applicant's existing Certificates for the former Village of Streetsville and the City of Mississauga replacing it with a Certificate of Public Convenience and Necessity for the geographic boundaries of the City of Mississauga, excluding the Milton lands.

17. The persons affected by this application are the Corporation, the customers and other residents in the Municipality, and Union. The Applicant has provided an advance copy of the Application materials to the Corporation and Union. Because of the number of the residents of Mississauga, it is impractical to set out their names and addresses herein.

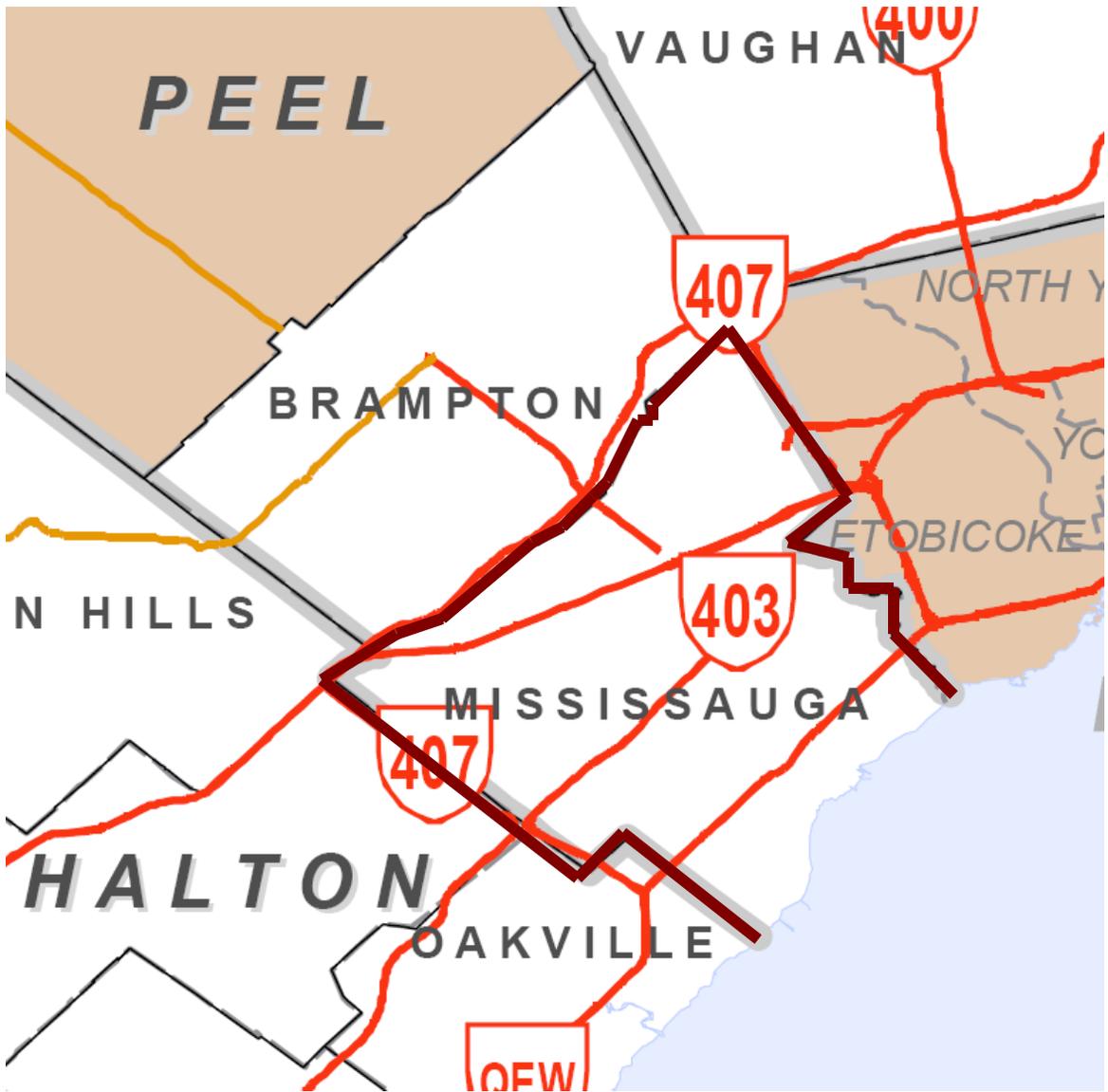
DATED at Toronto this 12<sup>th</sup> day of May, 2010.

ENBRIDGE GAS DISTRIBUTION INC.  
500 Consumers Road  
Toronto, ON M2J 1P8  
by its Solicitor

  
\_\_\_\_\_

Tania Persad  
Senior Legal Counsel, Regulatory  
Tel: (416) 495-5891  
Fax: (416) 495-5994  
E-mail: [tania.persad@enbridge.com](mailto:tania.persad@enbridge.com)

Mailing Address:  
P.O. Box 650  
Toronto, ON M1K 5E3





BY-LAW NUMBER 168-79

Hiram Walker-Consumers Home Ltd., carrying on business a  
 A by-law authorizing <sup>^</sup>The Consumers' Gas Company to lay down, maintain and use pipes and other necessary works for the transmission and distribution of gas on, in, under, along and across certain highways under the jurisdiction of the Council of the Corporation of the City of Mississauga, together with the right to transmit gas in and through certain portions of the Municipality and to bring in, produce, distribute, supply and sell gas to certain residents of the Municipality.

Hiram Walker-Consumers Home Ltd., carrying on business as  
 WHEREAS <sup>^</sup>The Consumers' Gas Company (hereinafter referred to as "the Company", and which term shall include its successors and assigns) is engaged in the business of producing, purchasing, transmitting, distributing, supplying and selling gas.

AND WHEREAS by an Act to Establish the Regional Municipality of Peel, S.O. 1973, Chapter 60, the area municipality of the City of Mississauga was incorporated, composed of the former Town of Port Credit, the former Town of Streetsville, part of the former Town of Mississauga, and part of the former Town of Oakville, the area of which lastly mentioned part is more particularly secondly described in Section 2(1) (a) of The Regional Municipality of Peel Act and is described in Schedule "A" hereto;

AND WHEREAS the Company has requested the Council of The Corporation of the City of Mississauga to grant it a franchise or right within those parts of the City of Mississauga ("the Municipality") described in Schedule "A" hereto to lay down, maintain and use pipes and other necessary works for the transmission and distribution of gas on, in, under, along and across highways under the jurisdiction of the Municipality, together with the right to transmit gas in and through those parts of the Municipality and to bring in, produce, distribute, supply and sell gas to residents in those parts of the Municipality;

AND WHEREAS the Council deems it advisable to grant the said request subject to terms and conditions hereinafter set forth.

BE IT THEREFORE ENACTED by the Council of The Corporation of the City of Mississauga as follows:

- (1) Subject to the specific provisions of Clause 2 hereof, full right, power, permission, consent and authority of the Municipality is hereby given, granted, conferred and assured unto the Company, its successors and assigns, to lay down, maintain, and use pipes and other necessary works for the transmission and distribution of gas on, in, under, along or across any highway under the jurisdiction of the Council of the Municipality within those parts of the Municipality described in Schedule "A" attached hereto, including therein the right from time to time and at any time to survey, construct, lay, maintain, inspect, alter, repair, renew, remove, abandon, replace, reconstruct, extend, use and operate in, through, upon, under, along and across the same or any of them or any part or parts of them, such transmission and distribution mains, pipes, lines, services and works (with any and all necessary or incidental apparatus, attachments, appliances, arrangements for cathodic protection, regulators, valves, curb boxes, safety appliances and other suchlike appurtenances) which the Company may desire from time to time and at any time for the transmission of gas in and through the aforesaid parts of the Municipality and for a gas distribution system in the aforesaid parts of the Municipality and any extension or extensions from time to time thereto in the aforesaid parts of the Municipality and together with the further right from time to time and at any time to enter upon, open up, dig, trench, use and occupy such highways or any part or parts of them for any of the purposes aforesaid and further together with the right from time to time and at all times to use and operate a gas transmission and distribution system in the aforesaid parts of the Municipality and to transmit gas in and through the aforesaid parts of the Municipality and to provide gas service to any resident or residents of the aforesaid parts of the Municipality, and to bring in, transmit, produce, distribute, supply and sell gas in and through the aforesaid parts of the Municipality for fuel, heat and power.
- (2) All new (or renewal) mains, pipes, lines and works installed by the Company under this By-law shall be constructed and laid in accordance with good engineering and construction practices. Except in case of emergency,
  - (a) no excavation, opening or work (exclusive of service connections from the street main to the property line) which will disturb or interfere with the travelled surface of any highway shall be undertaken or commenced by the Company without written notice in a manner and form agreed to by the Company and the Municipality from time to time, to such officer of the Municipality as may from time to time be appointed by the Council

(2) (a) continued

of the Municipality for the purpose of general supervision over its highways (hereinafter referred to as "the said officer of the Municipality", which term shall include the person acting in his stead in the event of his absence from duty), such notice to be given at least 24 hours in advance of commencing such work unless otherwise agreed to by the said officer of the Municipality, and

(b) before laying or installing any new (or renewal) mains, pipes, lines and works (exclusive of service connections from the street main to the property line), the Company shall first file with the said officer of the Municipality a preliminary map or plan showing the proposed location thereof and shall also check with and obtain the written approval of the said officer of the Municipality as to such proposed location.

Not later than three months after the close of each of its fiscal years, the Company shall file with the Clerk of the Municipality, maps or plans showing the location and size of all mains, pipes, lines and works laid or installed by the Company in the highways during its previous fiscal year, exclusive, however, of service connections from the street main to the property line.

(3) Insofar as is reasonably practicable, all lines and works constructed or installed by the Company shall be placed underground, and except where it shall be necessary to cross a highway, along the sides of the highway. All lines and works constructed by the Company shall be so constructed as when completed not to obstruct or interfere with or render more difficult or dangerous the use of the highway or any municipal sewers, water pipes, drains, bridges, culverts or ditches thereon or therein, or other municipal works or improvements thereon or therein or the improvement or repair thereof, or with the roads or bridges to property fronting thereon, and wherever any such line shall be carried across an open drainage ditch, it shall be carried either wholly under the bottom thereof or above the top thereof, so as not in any way to interfere with the carrying capacity of such ditch.

(4) Upon the laying down of any lines or works or the taking up of any lines or works, or the moving of any lines or works from place to place in any highway, the Company shall, at its own expense and with all reasonable expedition, restore the highway at the point of entry in accordance with the Municipality's policy for construction or excavation on public property.

- (5) If the Municipality, in pursuance of its statutory powers, decides to alter the construction of any highway or of any municipal works or improvements thereon or therein, and if the location of any main, line, pipe or works of the Company laid hereunder interferes with the location or construction of such alteration in a substantial manner, then upon receipt of reasonable notice in writing from the Clerk of the Municipality specifying the point where such main, line, pipe or works interferes with the plans of the Municipality, the Company shall either:
- (a) alter or relocate, at its own expense, such mains, pipes, lines or works at the point specified in a manner and to a location designated by the Municipality; or
  - (b) agree to indemnify and save harmless the Municipality from any additional reasonable costs, damages or expenses incurred as a result of its decision not to alter or relocate its mains, pipes, lines or works at the point specified.
- (6) The Company shall make no charge for tapping its main or laying service lines in the highway.
- (7) The Company shall and does hereby at all times indemnify and save harmless the Municipality from and against all loss, damage, injury or expense which the Municipality may bear, suffer or be put to by reason of any damage to property or injury to persons caused by the construction, repair, maintenance, removal or operation by the Company of any of its mains, pipes, lines or works in the Municipality unless such loss, damage, injury or expense is occasioned by Act of God or by the act, neglect or default of some person, firm or corporation other than the Company, its servants, contractors, subcontractors, agents or employees.
- (8) The rates to be charged and paid for as sold by the Company in the Municipality to be paid by ultimate consumers of gas in the Municipality, shall be such as shall from time to time be fixed by Order of the Ontario Energy Board or other rate-fixing Body having jurisdiction in such matters.
- (9) The rights and privileges, duties and obligations arising out of this By-law and the Agreement hereinafter referred to shall be subject to the provisions of The Energy Act, 1971, and The Ontario Energy Board Act, R.S.O. 1970, Chapter 312 (or any Act or Acts passed in amendment thereof or substitution therefor) and to any Regulation made pursuant thereto and to any lawful order, direction or requirement made thereunder and no provision of any general By-law of

(9) continued

the Municipality heretofore or hereafter enacted purporting to deal with any specific matter dealt with in this By-law, shall prevail over the corresponding provision of this By-law.

(10) The rights and privileges hereby granted shall continue and remain in force for a period of thirty (30) years from the date of the Agreement referred to in Paragraph 13 hereof and executed by the Company and the Municipality.

(11) In this By-law:

"Gas" means natural gas, manufactured gas or any liquified petroleum gas, and includes any mixtures of natural gas, manufactured gas or liquified petroleum gas, but does not include a liquified petroleum gas that is distributed by a means other than a pipeline.

"Highway" or "highways" mean and include a common and public highway, street, avenue, boulevard, parkway, driveway, lane, alley, square, place, sidewalk, bridge, viaduct or trestle and any other structure incidental thereto, now or at any time during the term of this By-law under the jurisdiction of the Municipality within those parts of the Municipality described in Schedule "A" attached hereto.

"Municipality" means the City of Mississauga and any successor thereto as constituted on the date when this By-law takes effect or as it may from time to time be constituted during the term of this By-law.

(12) It is recognized that gas is a public utility, the use of which may be essential to the proper development of any new area of subdivision. The Municipality therefore agrees to notify the Company of each new plan of subdivision adjacent to the lands described in Schedule "A" before the same has been approved by the Council, and to take any reasonable steps to ensure that in each new plan of subdivision adequate provision is made for the reservation of lands for gas regulator sites. Insofar as is reasonably practicable, the Company shall endeavour to construct its mains in new areas of subdivision at the same time as the Municipality is constructing its public services therein.

(13) This By-law shall come into force and take effect on the day upon which it is given third reading and is finally passed by the Council, provided that before such time.

(a) the By-law has been assented to by the municipal electors as provided for by The Municipal Franchises Act, or the Ontario Energy Board has declared and directed that such assent is not necessary; and

(b) the terms and conditions upon which and the period for which the rights and privileges granted to the Company by this By-law have been approved by the Ontario Energy Board;

but the rights and privileges granted to the Company by this By-law shall take effect only upon the Company and the Municipality executing an agreement to perform, observe and comply with the agreements, obligations, terms and conditions herein contained. The Mayor and Clerk of the Municipality are hereby authorized and empowered to execute such agreement under the corporate seal of the Municipality.

(14) Save as specifically provided to the contrary herein, any notice to given under any of the provisions hereof may be effectually given to the Municipality by delivering the same to the Clerk of the Municipality or by sending the same to him by registered mail, postage prepaid and to the Company by sending the same by registered mail, postage prepaid, addressed to the Company at its Head Office. If any notice is sent by mail the same shall be deemed to have been given on the day succeeding the posting thereof.

(15) The rights and privileges, duties and obligations arising out of this By-law, hereinafter referred to, shall only be assignable by the company with the consent of the Municipality, but such consent shall not be unreasonably withheld and subject thereto shall extend to and be binding upon parties hereto and their respective successors and assigns.

(16) The following by-laws are hereby repealed insofar only as they apply to any area within the present geographic limits of the Municipality:

(6) continued

(i) By-law No. 1958-9 passed by the Council of the former Corporation of the Township of Trafalgar on the 28th day of April, 1958.

(ii) By-law No. 1467 passed by the Council of the former Corporation of the Town of Oakville on the 5th day of May, 1958.

READ A FIRST AND SECOND TIME THIS 15th DAY OF March , 1979.

*[Signature]*  
MAYOR

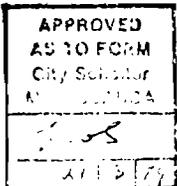
*[Signature]*  
CLERK

Whereas in the interval the company name has been changed to "Hiram Walker-Consumers Home Ltd.", carrying on business as "The Consumers' Gas Company", and the Ontario Energy Board Order issued 21 July 1980 required this amendment to be noted NOW THEREFORE THIS BY-LAW IS SO AMENDED AND

READ A THIRD TIME AND FINALLY PASSED THIS DAY OF , 197

*[Signature]*  
MAYOR

*[Signature]*  
CLERK



SCHEDULE "A" TO BY-LAW NO. .... **168-79** .....

Part of the former Town of Oakville (now in the City of Mississauga) more particularly described as follows:

Commencing where the centre line of Winston Churchill Boulevard (being the former east limit of the Town of Oakville) intersects the centre line of King's Highway No. 5;

Thence westerly along that line to the east limit of Ninth Line Road;

Thence northerly along that limit to the centre line median of the Macdonald-Cartier Freeway;

Thence easterly along that centre line to the centre line of Winston Churchill Boulevard (the former east limit of the Town of Oakville); and

Thence southerly along that limit to the place of commencement.

0 APR 1979

AGREEMENT made this 23rd day of July, 1980.

BETWEEN:

THE CORPORATION OF THE CITY  
OF MISSISSAUGA

hereinafter called the "Municipality"

OF THE FIRST PART

- and -

HIRAM WALKER- CONSUMERS HOME  
LTD., carrying on business as THE  
CONSUMERS' GAS COMPANY

hereinafter called the "Company"

OF THE SECOND PART

WHEREAS the Municipality on the 23rd day of July, 1980, duly passed its By-Law Number 168-79, which By-Law grants to the Company authority to lay down, maintain and use pipes and other necessary works for the transmission and distribution of gas on, in, under, along or across any highway within that portion of the Municipality described in Schedule "A" hereto, together with the right to bring in, produce, distribute, supply and sell gas to residents within the aforesaid portion of the Municipality, a copy of which By-Law is annexed hereto as Schedule "B" to this Agreement.

AND WHEREAS the terms and conditions upon which and the period for which the said By-Law grants such rights to the Company were approved by Order of the Ontario Energy Board issued on the 21st day of July, 1980.

AND WHEREAS the Ontario Energy Board, pursuant to Section 9 of The Municipal Franchises Act, R.S.O. 1970, Chapter 289, did by Order dated the 21st day of July, 1980, declare and direct that the assent of the Municipal Electors of the Municipality in respect of the said By-Law is not necessary.

AND WHEREAS it is provided in the said By-Law that the rights and privileges granted to the Company shall take effect only upon the Company and the Municipality executing and delivering an Agreement to perform, observe and comply with the agreements, obligations, terms and conditions contained therein, and that the Mayor and Clerk of the Municipality are authorized and empowered to execute such Agreement under the corporate seal of the Municipality.

AND WHEREAS the parties hereto now wish to execute an agreement to perform, observe and comply with the agreements, obligations, terms and conditions contained therein.

NOW THIS INDENTURE WITNESSETH that the parties hereto do hereby agree to perform, observe and comply with the agreements, obligations, terms and conditions contained in the said By-Law Number 168-79 of the said Municipality.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested by the hands of their proper signing officers in that behalf.

Document Execution  
Authorized by  
City of Mississauga  
By-Law No. 168-79

THE CORPORATION OF THE CITY  
OF MISSISSAUGA

  
\_\_\_\_\_  
Mayor  
  
\_\_\_\_\_  
Clerk

HIRAM WALKER - CONSUMERS HOME  
LTD., carrying on business under the  
firm name and style of THE CONSUMERS'  
GAS COMPANY

  
\_\_\_\_\_  
SENIOR VICE-PRESIDENT  
  
\_\_\_\_\_  
SECRETARY

## SCHEDULE "A"

Part of the former Town of Oakville (now in the City of Mississauga), more particularly described as follows:

Commencing where the centre line of Winston Churchill Boulevard (being the former east limit of the Town of Oakville) intersects the centre line of King's Highway No. 5;

Thence westerly along that line to the east limit of Ninth Line Road;

Thence northerly along that limit to the centre line median of the Macdonald-Cartier Freeway;

Thence easterly along that centre line to the centre line of Winston Churchill Boulevard (the former east limit of the Town of Oakville); and

Thence southerly along that limit to the place of commencement.

The Corporation of the City  
of Mississauga

— and —

The Consumers' Gas Company

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**FRANCHISE AGREEMENT**

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**THESE DOCUMENTS HAVE BEEN APPROVED**



IN THE MATTER OF The Municipal  
Franchises Act, R.S.O. 1970, Chapter  
289;

AND IN THE MATTER OF a proposed  
by-law granting The Consumers' Gas  
Company the right to construct works  
to supply and to supply gas to the  
inhabitants of a portion of the City  
of Mississauga;

BEFORE:	D. M. Treadgold	)	
	Presiding Member	)	
		)	
	R. H. Clendining	)	July 17, 1980
	Chairman	)	
		)	
	S. J. Wychowane	)	
	Vice Chairman	)	

O R D E R

UPON the application of The Consumers' Gas  
Company (now Hiram Walker-Consumers Home Ltd., carrying  
on business as The Consumers' Gas Company), dated  
April 5, 1979, for approval of the terms and conditions  
upon which and the period for which the right to  
construct and operate works for the distribution of gas  
and to supply gas to the inhabitants of a portion of the  
City of Mississauga as described in Schedule "A" of  
Appendix "A" to this Order is to be granted to the

Applicant, and for a declaration and direction that assent of the municipal electors to the by-law granting the right is not necessary;

AND UPON the application having been heard at Mississauga on July 24, 1979, and at Toronto on September 12, 1979, October 12, 1979, and June 3, 23, 24, 25, 26 and 27, 1980, in the presence of counsel for the Applicant, for Union Gas Limited, for the City of Mississauga and for the Board, no one else appearing, and Reasons for Decision having been delivered on July 17, 1980:

1. IT IS ORDERED that the terms and conditions upon which and the period for which the right to construct and operate works for the distribution of gas in a portion of the City of Mississauga and to supply gas to The Corporation of the City of Mississauga and to its inhabitants is proposed to be granted to the Applicant by the proposed by-law attached hereto as Appendix "A" are hereby approved.

2. THIS ORDER IS CONDITIONAL UPON, prior to the final passing of the proposed by-law, the Applicant's name, wherever it appears in the proposed by-law, being amended to "Hiram Walker-Consumers Home Ltd., carrying on business as The Consumers' Gas Company".



S.A.C. Thomas  
Secretary to the Board



BY-LAW NUMBER 168-79

A by-law authorizing The Consumers' Gas Company to lay down, maintain and use pipes and other necessary works for the transmission and distribution of gas on, in, under, along and across certain highways under the jurisdiction of the Council of the Corporation of the City of Mississauga, together with the right to transmit gas in and through certain portions of the Municipality and to bring in, produce, distribute, supply and sell gas to certain residents of the Municipality.

WHEREAS The Consumers' Gas Company (hereinafter referred to as "the Company", and which term shall include its successors and assigns) is engaged in the business of producing, purchasing, transmitting, distributing, supplying and selling gas.

AND WHEREAS by an Act to Establish the Regional Municipality of Peel, S.O. 1973, Chapter 60, the area municipality of the City of Mississauga was incorporated, composed of the former Town of Port Credit, the former Town of Streetsville, part of the former Town of Mississauga, and part of the former Town of Oakville, the area of which lastly mentioned part is more particularly secondly described in Section 2(1) (a) of The Regional Municipality of Peel Act and is described in Schedule "A" hereto;

AND WHEREAS the Company has requested the Council of The Corporation of the City of Mississauga to grant it a franchise or right within those parts of the City of Mississauga ("the Municipality") described in Schedule "A" hereto to lay down, maintain and use pipes and other necessary works for the transmission and distribution of gas on, in, under, along and across highways under the jurisdiction of the Municipality, together with the right to transmit gas in and through those parts of the Municipality and to bring in, produce, distribute, supply and sell gas to residents in those parts of the Municipality;

AND WHEREAS the Council deems it advisable to grant the said request subject to terms and conditions hereinafter set forth.

BE IT THEREFORE ENACTED by the Council of The Corporation of the City of Mississauga as follows:

- (1) Subject to the specific provisions of Clause 2 hereof, full right, power, permission, consent and authority of the Municipality is hereby given, granted, conferred and assured unto the Company, its successors and assigns, to lay down, maintain, and use pipes and other necessary works for the transmission and distribution of gas on, in, under, along or across any highway under the jurisdiction of the Council of the Municipality within those parts of the Municipality described in Schedule "A" attached hereto, including therein the right from time to time and at any time to survey, construct, lay, maintain, inspect, alter, repair, renew, remove, abandon, replace, reconstruct, extend, use and operate in, through, upon, under, along and across the same or any of them or any part or parts of them, such transmission and distribution mains, pipes, lines, services and works (with any and all necessary or incidental apparatus, attachments, appliances, arrangements for cathodic protection, regulators, valves, curb boxes, safety appliances and other suchlike appurtenances) which the Company may desire from time to time and at any time for the transmission of gas in and through the aforesaid parts of the Municipality and for a gas distribution system in the aforesaid parts of the Municipality and any extension or extensions from time to time thereto in the aforesaid parts of the Municipality and together with the further right from time to time and at any time to enter upon, open up, dig, trench, use and occupy such highways or any part or parts of them for any of the purposes aforesaid and further together with the right from time to time and at all times to use and operate a gas transmission and distribution system in the aforesaid parts of the Municipality and to transmit gas in and through the aforesaid parts of the Municipality and to provide gas service to any resident or residents of the aforesaid parts of the Municipality, and to bring in, transmit, produce, distribute, supply and sell gas in and through the aforesaid parts of the Municipality for fuel, heat and power.
  
- (2) All new (or renewal) mains, pipes, lines and works installed by the Company under this By-law shall be constructed and laid in accordance with good engineering and construction practices. Except in case of emergency,
  - (a) no excavation, opening or work (exclusive of service connections from the street main to the property line) which will disturb or interfere with the travelled surface of any highway shall be undertaken or commenced by the Company without written notice in a manner and form agreed to by the Company and the Municipality from time to time, to such officer of the Municipality as may from time to time be appointed by the Council

- (2) (a) continued

of the Municipality for the purpose of general supervision over its highways (hereinafter referred to as "the said officer of the Municipality", which term shall include the person acting in his stead in the event of his absence from duty), such notice to be given at least 24 hours in advance of commencing such work unless otherwise agreed to by the said officer of the Municipality, and

- (b) before laying or installing any new (or renewal) mains, pipes, lines and works (exclusive of service connections from the street main to the property line), the Company shall first file with the said officer of the Municipality a preliminary map or plan showing the proposed location thereof and shall also check with and obtain the written approval of the said officer of the Municipality as to such proposed location.

Not later than three months after the close of each of its fiscal years, the Company shall file with the Clerk of the Municipality, maps or plans showing the location and size of all mains, pipes, lines and works laid or installed by the Company in the highways during its previous fiscal year, exclusive, however, of service connections from the street main to the property line.

- (3) Insofar as is reasonably practicable, all lines and works constructed or installed by the Company shall be placed underground, and except where it shall be necessary to cross a highway, along the sides of the highway. All lines and works constructed by the Company shall be so constructed as when completed not to obstruct or interfere with or render more difficult or dangerous the use of the highway or any municipal sewers, water pipes, drains, bridges, culverts or ditches thereon or therein, or other municipal works or improvements thereon or therein or the improvement or repair thereof, or with the roads or bridges to property fronting thereon, and wherever any such line shall be carried across an open drainage ditch, it shall be carried either wholly under the bottom thereof or above the top thereof, so as not in any way to interfere with the carrying capacity of such ditch.

- (4) Upon the laying down of any lines or works or the taking up of any lines or works, or the moving of any lines or works from place to place in any highway, the Company shall, at its own expense and with all reasonable expedition, restore the highway at the point of entry in accordance with the Municipality's policy for construction or excavation on public property.

- (5) If the Municipality, in pursuance of its statutory powers, decides to alter the construction of any highway or of any municipal works or improvements thereon or therein, and if the location of any main, line, pipe or works of the Company laid hereunder interferes with the location or construction of such alteration in a substantial manner, then upon receipt of reasonable notice in writing from the Clerk of the Municipality specifying the point where such main, line, pipe or works interferes with the plans of the Municipality, the Company shall either:
- (a) alter or relocate, at its own expense, such mains, pipes, lines or works at the point specified in a manner and to a location designated by the Municipality; or
  - (b) agree to indemnify and save harmless the Municipality from any additional reasonable costs, damages or expenses incurred as a result of its decision not to alter or relocate its mains, pipes, lines or works at the point specified.
- (6) The Company shall make no charge for tapping its main or laying service lines in the highway.
- (7) The Company shall and does hereby at all times indemnify and save harmless the Municipality from and against all loss, damage, injury or expense which the Municipality may bear, suffer or be put to by reason of any damage to property or injury to persons caused by the construction, repair, maintenance, removal or operation by the Company of any of its mains, pipes, lines or works in the Municipality unless such loss, damage, injury or expense is occasioned by Act of God or by the act, neglect or default of some person, firm or corporation other than the Company, its servants, contractors, subcontractors, agents or employees.
- (8) The rates to be charged and paid for as sold by the Company in the Municipality to be paid by ultimate consumers of gas in the Municipality, shall be such as shall from time to time be fixed by Order of the Ontario Energy Board or other rate-fixing Body having jurisdiction in such matters.
- (9) The rights and privileges, duties and obligations arising out of this By-law and the Agreement hereinafter referred to shall be subject to the provisions of The Energy Act, 1971, and The Ontario Energy Board Act, R.S.O. 1970, Chapter 312 (or any Act or Acts passed in amendment thereof or substitution therefor) and to any Regulation made pursuant thereto and to any lawful order, direction or requirement ~~made~~ ~~the~~ ~~founder~~ and no provision of any general By-law of

(9) continued

the Municipality heretofore or hereafter enacted purporting to deal with any specific matter dealt with in this By-law, shall prevail over the corresponding provision of this By-law.

(10) The rights and privileges hereby granted shall continue and remain in force for a period of thirty (30) years from the date of the Agreement referred to in Paragraph 13 hereof and executed by the Company and the Municipality.

(11) In this By-law:

"Gas" means natural gas, manufactured gas or any liquified petroleum gas, and includes any mixtures of natural gas, manufactured gas or liquified petroleum gas, but does not include a liquified petroleum gas that is distributed by a means other than a pipeline.

"Highway" or "highways" mean and include a common and public highway, street, avenue, boulevard, parkway, driveway, lane, alley, square, place, sidewalk, bridge, viaduct or trestle and any other structure incidental thereto, now or at any time during the term of this By-law under the jurisdiction of the Municipality within those parts of the Municipality described in Schedule "A" attached hereto.

"Municipality" means the City of Mississauga and any successor thereto as constituted on the date when this By-law takes effect or as it may from time to time be constituted during the term of this By-law.

(12) It is recognized that gas is a public utility, the use of which may be essential to the proper development of any new area of subdivision. The Municipality therefore agrees to notify the Company of each new plan of subdivision adjacent to the lands described in Schedule "A" before the same has been approved by the Council, and to take any reasonable steps to ensure that in each new plan of subdivision adequate provision is made for the reservation of lands for gas regulator sites. Insofar as is reasonably practicable, the Company shall endeavour to construct its mains in new areas of subdivision at the same time as the Municipality is constructing its public services therein.

(13) This By-law shall come into force and take effect on the day upon which it is given third reading and is finally passed by the Council, provided that before such time.

- (a) the By-law has been assented to by the municipal electors as provided for by The Municipal Franchises Act, or the Ontario Energy Board has declared and directed that such assent is not necessary; and
- (b) the terms and conditions upon which and the period for which the rights and privileges granted to the Company by this By-law have been approved by the Ontario Energy Board;

but the rights and privileges granted to the Company by this By-law shall take effect only upon the Company and the Municipality executing an agreement to perform, observe and comply with the agreements, obligations, terms and conditions herein contained. The Mayor and Clerk of the Municipality are hereby authorized and empowered to execute such agreement under the corporate seal of the Municipality.

(14) Save as specifically provided to the contrary herein, any notice to given under any of the provisions hereof may be effectually given to the Municipality by delivering the same to the Clerk of the Municipality or by sending the same to him by registered mail, postage prepaid and to the Company by sending the same by registered mail, postage prepaid, addressed to the Company at its Head Office. If any notice is sent by mail the same shall be deemed to have been given on the day succeeding the posting thereof.

(15) The rights and privileges, duties and obligations arising out of this By-law, hereinafter referred to, shall only be assignable by the company with the consent of the Municipality, but such consent shall not be unreasonably withheld and subject thereto shall extend to and be binding upon parties hereto and their respective successors and assigns.

(16) The following by-laws are hereby repealed insofar only as they apply to any area within the present geographic limits of the Municipality:

(6) continued

(i) By-law No. 1958-9 passed by the Council of the former Corporation of the Township of Trafalgar on the 28th day of April, 1958.

(ii) By-law No. 1467 passed by the Council of the former Corporation of the Town of Oakville on the 5th day of May, 1958.

READ A FIRST AND SECOND TIME THIS 15th DAY OF March, 1979.

*[Signature]*  
MAYOR

*[Signature]*  
CLERK

**CERTIFIED A TRUE COPY**  
*[Signature]*  
L.M. MOGILLIVARY DEPUTY CITY CLERK  
CITY OF MISSISSAUGA

READ A THIRD TIME AND FINALLY PASSED THIS DAY OF , 1979.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

APPROVED  
AS TO FORM  
City Solicitor  
MISSISSAUGA  
*[Signature]*  
4/13/79

Part of the former Town of Oakville (now in the City of Mississauga) more particularly described as follows:

Commencing where the centre line of Winston Churchill Boulevard (being the former east limit of the Town of Oakville) intersects the centre line of King's Highway No. 5;

Thence westerly along that line to the east limit of Ninth Line Road;

Thence northerly along that limit to the centre line median of the Macdonald-Cartier Freeway;

Thence easterly along that centre line to the centre line of Winston Churchill Boulevard (the former east limit of the Town of Oakville); and

Thence southerly along that limit to the place of commencement.

BY-LAW NO. 1185.....

6  
Being a By-law to authorize an extension of the Franchise to the Consumers' Gas Company to operate in the Township of Toronto.

WHEREAS the Council have been requested by the Consumers' Gas Company of Toronto and by a number of citizens of the said Township to grant to the Consumers' Gas Company a perpetual franchise for the purpose of extending to the citizens of the Township a supply of gas.

AND WHEREAS it is deemed advisable in the Public interest that such Franchise should be given accordingly.

NOW, THEREFORE, the Corporation of the Township of Toronto by its Council enacts as follows -

1. The Consumers' Gas Company of Toronto is hereby granted the right to extend its works and pipes into and within the limits of the Township of Toronto, and the right to exercise its powers within such limits, the whole in the same manner as the said Consumers' Gas Company of Toronto now has the power to do the same within the City of Toronto and subject to the same liabilities and duties.

2. The rights hereby granted shall exist and continue for the whole period during which the said Consumers' Gas Company of Toronto shall be entitled to exercise its powers in the City of Toronto.

ENACTED and PASSED this 4 day of July A.D.1931.

L. H. Pallett Reeve.

J. H. Pinchin Clerk.

Original sent to R. J. Zimmerman Nov 14/66

NOTICE ON PROMULGATION OF BY-LAW.

The above is a true copy of a by-law passed by the municipal council of the Municipality of the Township of Toronto, on the 4th day of July, A.D.1931, and all persons are hereby required to take notice that anyone desirous of applying to have such by-law, or any part thereof, quashed, must make his application for that purpose to the Supreme Court of Ontario, within three months next after the first publication of this notice in the newspaper called the Port Credit News, or he will be too late to be heard in that behalf.

J. H. PINCHIN,

Clerk of the Township

of Toronto

5

WHEREAS it is desirable that the Corporation of the Village of Port Credit and the inhabitants thereof should be enabled to obtain gas for illuminating, cooking, heating and other purposes as speedily, cheaply and conveniently as possible.

AND WHEREAS the Consumers' Gas Company of Toronto is established in the City of Toronto and is conveniently situated for the purpose of supplying such gas.

NOW THEREFORE BE IT ENACTED and it is hereby enacted as a By-law of the Corporation of the Village of Port Credit, as follows:-

(a) The Consumers' Gas Company of Toronto is hereby granted the right to extend its works and pipes into and within the limits of the Village of Port Credit and any extensions thereof and the right to exercise its powers within such limits, the whole in the same manner as the said Company now has power to do the same within the said City of Toronto, and subject to the same liabilities and duties.

(b) The right hereby granted shall exist and continue for the whole period during which the said Company shall be entitled to exercise its powers within the said City of Toronto.

M.B.P.

M.B.P.

Read a first time the 4<sup>th</sup> day of May 1931.

Read a second time this 4<sup>th</sup> day of May 1931.

Received the assent of the electors the 6<sup>th</sup> day of June 1931.

Read a third time and finally passed the 22<sup>nd</sup> day of June 1931.

W.B. Hare  
Reeve.

G.P. Purdon  
Clerk.

CLERK'S CERTIFICATE.

Number of persons entitled to vote.....1535

For the By-law.....301

Against the By-law.....85

Certified correct.  
G.P. Purdon  
Clerk.

(6)  
BY-LAW NO. 314

A By-law authorising the  
Consumers' Gas Company  
the right to instal its  
works and pipes into and  
within the limits of the  
Village of Port Credit.

1ST READING *May 4* 1931.  
2ND READING " 1931.  
3RD READING *June 22* 1931.

E. L. Claridge,  
Barrister, etc.,  
320 Bay Street,  
Toronto 2.

## BY-LAW NO. 1088

A BY-LAW TO AUTHORIZE A FRANCHISE  
AGREEMENT BETWEEN THE CORPORATION  
AND THE CONSUMERS' GAS COMPANY OF  
TORONTO

THE COUNCIL OF THE CORPORATION OF THE VILLAGE OF STREETSVILLE  
ENACTS AS FOLLOWS:

1. That the Reeve and Clerk are hereby authorized and instructed on behalf of the Corporation to enter into, execute, seal with the Corporate Seal and deliver the agreement set forth in the schedule hereto between the Corporation and The Consumers' Gas Company of Toronto, which agreement is hereby incorporated in and shall form part of this By-Law.
2. This By-Law shall not come into force and take effect
  - (a) unless and until the assent of the electors of the Village of Streetsville has been obtained thereto pursuant to subsection 1 of section 3 of The Municipal Franchises Act; or until such assent has been dispensed with by order of The Ontario Fuel Board pursuant to the Municipal Franchises Act subsection 4 of section 9.
  - (b) until the terms and conditions upon which and the period for which, such right is to be granted have first been approved by the Ontario Fuel Board as provided in Section 9 of The Municipal Franchise Act.

Read the first and second time, this 29th day of

August 1955.

*W. Arch*  
Sgd. "W. Arch"  
Reeve

*L.M. McGillivray*  
Sgd. "L.M. McGillivray"  
Clerk

Read the third time and passed, the 4th day

of November 1955.

*W. Arch*  
Sgd. "W. Arch"  
Reeve

*L.M. McGillivray*  
Sgd. "L.M. McGillivray"  
Clerk

I, L. M. McGillivray Clerk of the Village of Streetsville do hereby certify that the above is a true copy of By-Law no. 1088 of the Village of Streetsville and was given 1st and 2nd reading on 29th of Aug. 1955, and 3rd reading on the 4th day of November, 1955.

*J. MacKinnon (Acting Clerk)*  
Clerk



THIS AGREEMENT made the

<sup>4</sup>~~19~~<sup>th</sup> day of November 1955.

**B E T W E E N:**

THE CONSUMERS' GAS COMPANY OF  
TORONTO  
hereinafter called the "Company"  
OF THE FIRST PART,

- and -

THE CORPORATION OF THE VILLAGE  
OF STREETSVILLE  
hereinafter called the "Village"  
OF THE SECOND PART

WHEREAS the Company desires to distribute and sell gas (which term shall mean and include, natural gas, manufactured gas or any liquified petroleum gas, and includes any mixture of natural gas, manufactured gas or liquified petroleum gas, but does not include a liquified petroleum gas that is distributed by means other than a pipe line) in the Village of Streetsville, upon the terms and conditions hereinafter set forth.

AND WHEREAS by By-law duly passed by the Municipal Council of the Village with the requisite assent thereto of the Ontario Fuel Board, the Reeve and Clerk of the Village have been authorized and directed to execute, seal and deliver this Agreement on behalf of the Village.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT for valuable consideration the parties hereto mutually covenant and agree as follows:

1. The consent, permission and authority of the said Village of Streetsville are hereby given and granted to the Company, to enter upon all highways now or at any time hereafter within the jurisdiction of the Village and to lay, maintain, operate and repair such mains and pipes as the Company may require for the transportation and supply of gas in and through the Village for fuel and lighting purposes together with the right to construct,

maintain and repair all necessary regulators, valves, curb boxes, safety appliances and other appurtenances that may be necessary in connection with the transportation and supply of gas in the Village.

2. The Company shall well and sufficiently restore forthwith to as good condition as they were in before the commencement of the Company's operations to the satisfaction of the Village Engineer (which term means from time to time such employee of the Village as the Village shall have designated as such for the purposes of this agreement, or, failing such designation, the senior employee of the Village for the time being charged with the administration of public works and highways in the Municipality) all highways which it may excavate or interfere with in the course of laying, constructing, or repairing of its mains, pipes, regulators, valves, curb boxes, safety appliances and other appurtenances and shall make good any settling or subsidence thereafter caused by such excavation, and further, in the event of the Company failing at any time to do any work required by this Section the Village may forthwith have such work done and charge to and collect from the Company the cost thereof and the Company shall on demand pay any reasonable account therefor certified by the Village Engineer.

3. The Company shall at all times wholly indemnify the Village from and against all loss, damage and injury and expense to which the Village may be put by reason of any damage or injury to persons or property caused by the construction, repair, maintenance or operation by the Company of any of its works in the said Village as well as against any damage or injury resulting from the imprudence, neglect or want of skill of the employees or agents of the Company in connection with the construction, repair, maintenance or operations by the Company of any of its works in the Village unless the cause of such loss, cost, damage, injury or expense can be traced elsewhere.

4. No excavation, opening or work which shall disturb or interfere with the surface of any highway shall be made or done unless a permit therefor has first been obtained from the Village and all such works shall be done under the supervision of and to the satisfaction of the Village Engineer.

5. The location of all pipes and works on said highways shall be subject to the direction and approval of the Village Engineer and all such pipes and works, whenever it may be reasonable and practicable, shall be laid in and along the sides of said highways.

6. The Company before beginning any new work in the said Village under this Agreement, save and except lateral service pipes, shall file with the Village Engineer a plan drawn to scale showing the highways in which it proposes to lay mains and pipes and the particular parts thereof it proposes to occupy for any of such purposes together with definite written specifications of the mains, pipes and works proposed to be laid or constructed by it specifying the materials and dimensions thereof and the depth at which the same are to be laid, and similar plans and specifications shall be filed with the said Village of all extensions of or additions to such mains, pipes or works before any such extension or addition shall be begun.

7. If in the course of constructing, reconstructing, changing, altering or improving any highway, it becomes necessary to take up, remove or change the location of appliances or works placed on or under the highway by the Company, the Company shall remove and relocate such appliances or works, and the cost thereof shall be apportioned in the manner prescribed by the Public Service Works on Highways Act, R.S.O. 1950 Chapter 318 Section 2 and amendments thereto.

8. The Company shall use at all times proper and practicable means to prevent the escape or leakage of gas from its mains and pipes and the causing of any damage or injury therefrom to any person or property.

9. The rates to be charged and collected by the Company for gas supplied by it under this franchise shall be the rates fixed by the Ontario Fuel Board having jurisdiction to fix rates under The Ontario Fuel Board Act, or in case there shall be no such Board then such rates as may from time to time be fixed by any other person or body having jurisdiction to fix such rates; any such application hereunder may be made by either party hereto on notice to the other.

10. The Company will at its own expense tap its mains and connect the same with the Company's meter in the customers' buildings, provided that the Company's meter is located at a distance not greater than fifty (50) feet from the street line.

11. The Village will not build or permit any Commission or other public utility to build any structure or structures encasing any mains or pipes of the Company.

12. (a) This agreement and the respective rights and obligations hereunder of the parties hereto are hereby declared to be subject to the provisions of the regulating statute and to all orders and regulations made thereunder and from time to time remaining in effect; and in the event of any dispute or disagreement between the parties hereto as to the meaning or interpretation of anything herein contained or as to the performance or non-performance by either of such parties of any of the provisions hereof or as to the respective rights and obligations of the parties hereto hereunder, either of such parties may refer such dispute or disagreement to arbitration under the provisions of paragraph 12B hereof.

(b) Whenever The Municipal Arbitrations Act, R. S. O. 1950 Chapter 244 shall extend and apply to the Municipality any references to arbitration pursuant to the provisions of paragraph 12 A hereof shall be to the Official Arbitrator appointed under that Act and shall be governed by the provisions of that Act. At any other time the procedure upon an arbitration pursuant to the provisions of the said paragraph 12 A shall be as follows:

Within twenty days after the written request of either of the parties hereto for arbitration, each of them shall appoint one arbitrator and the two so appointed shall, within twenty days after the expiring of such twenty-day period, select a third. In case either of the parties hereto shall fail to name an arbitrator within twenty days after the said written request for arbitration, the arbitrator appointed shall be the only arbitrator. In case the two arbitrators so appointed are unable to agree on a third arbitrator within twenty days after the expiry of the first twenty day period above mentioned, application shall be made as soon as reasonably possible to any Judge of the Supreme Court of Ontario for the appointment of such third arbitrator. The arbitrator or arbitrators so appointed shall have all the powers accorded arbitrators by The Arbitration Act, R. S. O. 1950, Chapter 20 as from time to time amended, or any Act in substitution therefor. The decision of the said arbitrator or arbitrators (or of a majority of such arbitrators) shall be final and binding on the parties hereto.

13. In the event of the Company being prevented from carrying out its obligations under this Agreement by reason of any cause beyond its control, the Company shall be relieved from such obligations while such disability continues and in the event of a dispute as to the existence of such disability such dispute shall be determined as hereinbefore provided. Provided, however, that the provisions of this clause 13 shall not relieve the Company from any of its obligations as set out in paragraph 3 hereof.

14. The franchise hereby granted shall be for the term of twenty (20) years from and after the final passing of the By-Law; provided that if at any time prior to the expiration of the said term of twenty (20) years or prior to the expiration of any renewal thereof, the Company shall notify the Village in writing

that it desires a renewal thereof for a further period, the Council may but shall not be obliged to renew by By-Law this Agreement from time to time, for further periods not exceeding twenty (20) years at any one time.

15. The Company shall pay the costs, charges and expenses of the Village and of its Solicitor of, and incidental to, the preparation and passing of said By-Law and this Agreement.

16. For the purpose of this Agreement and of any matters arising out of the same the Village shall act by the Council thereof.

17. This Agreement and the said By-Law is subject to all statutes, orders and rules made or to be made by lawfully constituted authority having jurisdiction in the premises.

18. Wherever the word "Highway" is used in this Agreement or in the said By-Law it shall mean common and public highways and shall include any street or bridge forming part of a highway or on or over and across which a highway passes and any public square or place.

19. Upon the expiration of this franchise or any renewal thereof the Company shall have the right, but nothing herein contained shall require it, to remove its mains, pipes, plant and works laid in the said highways and public places and for such purpose, shall have one (1) year to effect such removal. Provided that should the Company fail to remove its mains, pipes, plants and works laid in the said highway and public places in the Village within one (1) year from the date of the expiration of this franchise, such mains, pipes, plants and works shall become the exclusive property of the Village. Provided further that forthwith upon the expiration of this franchise or any renewal thereof the Company shall disconnect the mains and pipes in the Village from its distribution system.

20. Any notice to be given under any of the provisions hereof may be effectually given to the Village by delivering

the same to the Village Clerk or by sending the same to him by registered mail, postage prepaid, addressed to "The Clerk of the Corporation of the Village of Streetsville, Streetsville, Ontario," and to the Company by delivering the same to its Manager or other Chief Officer in charge of its place of business in the Village of Streetsville, or by sending the same by registered mail, postage prepaid, addressed to "The Consumers' Gas Company of Toronto, 19 Toronto Street, Toronto 1, Ontario. If any notice is sent by mail the same shall be deemed to have been given on the day succeeding the posting thereof.

21. This Agreement shall extend to, benefit and bind the parties thereto, their successors and assigns, respectively.

IN WITNESS WHEREOF the said Company has hereunto caused its Corporate Seal to be affixed and these presents signed by its proper officers in that behalf and the said Corporation has hereunto caused its Corporate Seal to be affixed and these presents signed by the Reeve and Clerk.

THE CONSUMERS' GAS COMPANY OF TORONTO



Vice-President and General Manager.



Assistant Secretary

THE CORPORATION OF THE VILLAGE OF  
STREETSVILLE

Sgd. "T. Arch" 

  
(Sgd. "L.M. McGillivray")

RECORDED AND INDEXED



IN THE MATTER OF The Municipal  
Franchises Act, R.S.O. 1970, Chapter  
289;

AND IN THE MATTER OF an application  
by The Consumers' Gas Company for a  
Certificate of Public Convenience and  
Necessity to construct works to  
supply gas and to supply gas to the  
inhabitants of a portion of the City  
of Mississauga;

BEFORE:	D. M. Treadgold	)	
	Presiding Member	)	
		)	
	R. H. Clendining	)	July 17, 1980
	Chairman	)	
		)	
	S. J. Wychowanec	)	
	Vice Chairman	)	

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

UPON the application of The Consumers' Gas  
Company (now Hiram Walker-Consumers Home Ltd., carrying  
on business as The Consumers' Gas Company), for a  
Certificate of Public Convenience and Necessity to  
construct works to supply gas and to supply gas to the  
inhabitants of that part of the City of Mississauga, more  
particularly referred to in Schedule "A" annexed hereto;

AND UPON the application having been heard at  
Toronto on June 3, 23, 24, 25, 26 and 27, 1980, in the

presence of counsel for the Applicant, counsel for Union Gas Limited, counsel for the City of Mississauga and counsel for the Board, no one else appearing, and the Board having delivered Reasons for Decision on July 17, 1980:

IT IS ORDERED that a Certificate of Public Convenience and Necessity be and the same is hereby granted to The Consumers' Gas Company to construct works to supply gas and to supply gas to the inhabitants of that part of the City of Mississauga, more particularly referred to in Schedule "A" annexed hereto.

ISSUED at Toronto this 21st day of July, 1980.

ONTARIO ENERGY BOARD



S.A.C. Thomas  
Secretary to the Board

RECEIVED  
ONTARIO ENERGY BOARD  
JUL 23 1980

Appendix A to Ontario Energy Board  
Order dated July 21, 1980

  
S.A.C. Thomas  
Secretary to the Board

Part of the former Town of Oakville (now in the City of Mississauga)  
more particularly described as follows:

Commencing where the centre line of Winston Churchill  
Boulevard (being the former east limit of the Town of  
Oakville) intersects the centre line of King's Highway  
No. 5;

Thence westerly along that line to the east limit of  
Ninth Line Road;

Thence northerly along that limit to the centre line  
median of the Macdonald-Cartier Freeway;

Thence easterly along that centre line to the centre line  
of Winston Churchill Boulevard (the former east limit of  
the Town of Oakville); and

Thence southerly along that limit to the place of  
commencement.

REPRODUCED FROM THE ORIGINAL RECORDS OF THE ONTARIO ENERGY BOARD

F. B. C. 7

IN THE MATTER OF The Municipal Franchises Act, Chapter 249 and amendments thereto

AND IN THE MATTER OF an Application by the Consumers' Gas Company of Toronto for a certificate of Public Convenience and Necessity to construct works and supply natural gas to the inhabitants of the Village of Streetsville

B E F O R E :

A. R. Crozier, Chairman ) 21st day of  
T. H. Simpson, Q.C., Vice-Chairman ) November, 1955  
W. R. Howard, Commissioner )

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

UPON THE APPLICATION OF The Consumers' Gas Company of Toronto (hereinafter referred to as the "Applicant") for a Certificate pursuant to the provisions of The Municipal Franchises Act, R.S.O. 1950, Chapter 249, and amendments thereto, and upon the hearing of such application by the Board in the City of Toronto on the 21st day of November, 1955, after due notice of such hearing had been given as directed by the Board in the presence of Counsel for the Applicant, no one else appearing, upon consideration of the evidence and exhibits produced at the hearing and upon hearing what was alleged by Counsel aforesaid;

1. THIS BOARD DOTH ORDER THAT a Certificate of Public Convenience and Necessity be and the same is hereby granted to The Consumers' Gas Company of Toronto for the supply of natural gas to the inhabitants of the Village of Streetsville, and for the construction of the works necessary therefor.

2. This Board fixes the costs of the Application at \$100 payable forthwith by the Applicant.

DATED at Toronto, this 12<sup>th</sup> day of December, 1955.

ONTARIO FUEL BOARD

*T. H. Simpson*  
VICE-CHAIRMAN

*W. R. Howard*

RECEIVED BY THE BOARD ON 12/22/55

6.

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IN THE MATTER OF The Municipal

Franchises Act, Chapter 249  
and amendments thereto;

AND IN THE MATTER OF an application  
by The Consumers' Gas Company of  
Toronto for a certificate of  
Public Convenience and Necessity  
to construct works and supply  
natural gas to the inhabitants  
of the Village of Streetsville

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CERTIFICATE OF PUBLIC CONVENIENCE  
AND NECESSITY

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IN THE MATTER OF THE MUNICIPAL  
FRANCHISES ACT, CHAPTER 249  
AND AMENDMENTS THERETO;

**ORDER MADE UNDER  
THE MUNICIPAL ACT, 2001, S.O. 2001, c. 25**

**THE REGIONAL MUNICIPALITY OF PEEL  
THE REGIONAL MUNICIPALITY OF HALTON  
THE CORPORATION OF THE CITY OF MISSISSAUGA  
THE CORPORATION OF THE TOWN OF MILTON**

**DEFINITIONS**

1. In this Order,

“annexed area” means the area comprised of the lands described in Schedule “A” to this Order;

“Peel” shall mean The Regional Municipality of Peel;

“Halton” shall mean The Regional Municipality of Halton;

“Mississauga” shall mean The Corporation of the City of Mississauga; and

“Milton” shall mean The Corporation of the Town of Milton.

**ANNEXATION**

2. (1) On January 1, 2010 the portion of The Corporation of the Town of Milton and The Regional Municipality of Halton described in Schedule “A” is annexed to The Corporation of the City of Mississauga and The Regional Municipality of Peel.

(2) All real property, including any highway, fixture, easement or restrictive covenant running with the land, of Milton located in the annexed area vests in Mississauga on January 1, 2010.

(3) All real property, including any highway, fixture, easement or restrictive covenant running with the land, of Halton located in the annexed area vests in Peel on January 1, 2010.

(4) All assets and liabilities of Milton acquired or arising on or before December 31, 2009 with respect to the annexed area are transferred to Mississauga on January 1, 2010.

(5) All assets and liabilities of Halton acquired or arising on or before December 31, 2009 with respect to the annexed area are transferred to Peel on January 1, 2010.

(6) Despite subsections (2), (3) (4) and (5), any litigation commenced prior to January 1, 2010, or commenced after January 1, 2010 but with respect to matters that occurred prior to that date, with respect to the annexed area, remains the obligation of Milton and Halton, as the case may be.

(7) Despite subsections (2), (3), (4) and (5), the portion of the Ninth Line that is located within the annexed area is transferred from Halton to Mississauga on January 1, 2010.

### **WARDS**

3. On January 1, 2010 the annexed area shall be removed from Ward 1 in Milton and form part of Wards 8, 9 and 10 in Mississauga, as described in Schedule "B".

### **COMPENSATION**

4. (1) On January 4, 2010, the following payments to Halton shall be made:  
(a) \$2,060,000.00 from Peel; and  
(b) \$1,230,000.00 from Mississauga.

(2) Of the funds received under subsection (1), Halton shall provide \$2,000,000.00 to Milton on or before January 5, 2010.

### **ASSESSMENT**

5. For the purpose of the assessment roll to be prepared for Mississauga for the 2010 taxation year, the annexed area shall be deemed to be part of Mississauga and the annexed area shall be assessed on the same basis that the assessment roll for Mississauga is prepared.

### **BY-LAWS**

6. (1) On January 1, 2010, the by-laws of Peel and Mississauga extend to the annexed area and the by-laws of Halton and Milton cease to apply to such area except,  
(a) by-laws that were passed under section 34 or 41 of the *Planning Act* or a predecessor of those sections;  
(b) by-laws that were passed under the *Development Charges Act, 1997*;  
(c) by-laws that were passed under the *Highway Traffic Act* or the *Municipal Act, 2001* or a predecessor of those Acts that regulate the use of

highways by vehicles or pedestrians and the encroachment or projection of buildings, or any portion thereof upon or over highways;

- (d) by-laws passed under section 45, 58 or 61 of the *Drainage Act* or a predecessor of those sections;
- (e) by-laws passed under section 10 of the *Weed Control Act*; and
- (f) by-laws of Milton passed under section 29 of the *Ontario Heritage Act*,

which shall remain in force until amended to provide otherwise or repealed by the council of Mississauga or Peel, as the case may be; and

- (h) any by-law conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the council of Halton or Milton.

(2) The official plan of Milton, as it applies to the annexed area, and approved under the *Planning Act* or a predecessor of that Act, becomes an official plan of Mississauga and shall remain in force until amended or repealed.

(3) The official plan of Halton, as it applies to the annexed area, and approved under the *Planning Act* or a predecessor of that Act, becomes an official plan of Peel and shall remain in force until amended or repealed.

(4) If Milton has commenced procedures to enact a by-law under any Act or to adopt an official plan or an amendment thereto under the *Planning Act*, and that by-law, official plan or amendment applies to the annexed area and is not in force on January 1, 2010, the council of Mississauga may continue the procedures to enact the by-law or adopt the official plan or amendment to the extent that it applies to the annexed area.

(5) If Halton has commenced procedures to enact a by-law under any Act or to adopt an official plan or an amendment thereto under the *Planning Act*, and that by-law, official plan or amendment applies to the annexed area and is not in force on January 1, 2010, the council of Peel may continue the procedures to enact the by-law or adopt the official plan or amendment to the extent that it applies to the annexed area.

## **TAXES ETC**

7. (1) All real property taxes, special rates or charges levied under any general or special Act in the annexed area which are due and unpaid on December 31, 2009 shall be deemed on January 1, 2010 to be taxes due and payable to Mississauga and may be collected by Mississauga.

(2) On or before January 15, 2010, the clerk of Milton shall prepare and furnish to the clerk of Mississauga a special collector's roll showing all arrears of real

property taxes or special rates and charges assessed against the land in the annexed area up to and including December 31, 2009, and the persons assessed for them.

(3) On or before February 1, 2010, Mississauga shall pay to Milton an amount equal to the amount of the real property taxes or special rates and charges which are due and unpaid up to and including December 31, 2009 for the land in the annexed area.

## **DISPUTE RESOLUTION**

8. (1) If a dispute arises with respect to any issue arising out of the interpretation of this Order, any of the municipalities may refer the matter in dispute for resolution through mediation.

(2) If the dispute is not resolved through mediation or the parties cannot agree upon the selection of a mediator, then the matter may be referred to arbitration, to be conducted in accordance with the provisions of the *Arbitration Act, 1991*, except as provided herein.

(3) Where a dispute is referred to arbitration under subsection (2) the decision of the arbitrator shall be final.

(4) The costs associated with the mediation or arbitration proceedings shall be shared equally between the municipalities.

## **SCHEDULE "A"**

### **Lands to be Annexed to the City of Mississauga on January 1, 2010**

In the Town of Milton, Regional Municipality of Halton (originally the Geographic Township of Trafalgar) being composed of Part of Lots 5 and 6, Concession 2, North of Dundas Street and Part of the original Township Road Allowance between Lots 5 and 6, North of Dundas Street and Part of the original Township Road Allowance between Lots 5 and 6, North of Dundas Street closed by Bylaw 105-2009, Instrument Number HR731808 and Part of the original Township Road Allowance between Concession 2, North of Dundas Street and Lot 1, Concession 2 New Survey and Part of Lots 1 to 14 both inclusive, Concession 9, New Survey and Part of the Township Road Allowance between Concessions 9 and 10, New Survey and Part of Lots 1 to 5 both inclusive, Registered Plan 162, described as follows:

#### **FIRSTLY:**

Commencing at a point where the centreline of Highway 401 is intersected by the existing westerly limit, as it existed on December 31, 2009, of the City of Mississauga;

Thence southerly along the existing westerly limit of the City of Mississauga (being the east limit of the road allowance for Ninth Line in the said New Survey), 8,610 metres

more or less, to the point where the said City limit intersects northerly limit of Lower Base Line Road also being the most northerly corner of Part 1, Plan 20R-18446;

Thence westerly along the northerly limit of Lower Base Line Road also being the northerly limit of Plan 20R-18446, 239 metres more or less to a point intersected by the centreline of Highway 407 also being the most westerly corner of Part 1, Plan 20R-18446;

Thence northerly along the centreline of Highway 407, 8,660 metres more or less, to a point where the centreline of Highway 407 intersects the centreline of Highway 401;

Thence easterly along the centreline of Highway 401, 280 metres more or less, to the point of commencement.

**SECONDLY:**

Part of the Township Road Allowance between Concession 2, North of Dundas Street and Lot 1, Concession 9, New Survey (Geographic Township of Trafalgar) more particularly described as Part 1, Plan 20R-18446.

**THIRDLY:**

Part of Lot 1, Registered Plan 162, more particularly described as Parts 2 and 3, Plan 20R-18446.

**FOURTHLY:**

Part of the Township Road Allowance between Lots 5 and 6, Concession 2, North of Dundas Street (Geographic Township of Trafalgar), more particularly described as Parts 4 and 11 Plan 20R-18446 and that part of the Township Road Allowance between Lots 5 and 6 North of Dundas Street closed by By-law 105-2009, Instrument Number HR731808, more particularly described as Part 10 Plan 20R-18446;

**FIFTHLY:**

Part of Lots 2, 3, and 4, Registered Plan 162, more particularly described as Part 6, Plan 20R-18446.

**SIXTHLY:**

Part of Lot 5, Registered Plan 162, more particularly described as Part 7, Plan 20R-18446.

**SEVENTHLY:**

Part of Lot 6, Concession 2, North of Dundas Street (Geographic Township of Trafalgar), more particularly described as Parts 8 and 9, Plan 20R-18446.

**EIGHTHLY:**

Part of Lot 5, Concession 2, North of Dundas Street (Geographic Township of Trafalgar), more particularly described as Part 5, Plan 20R-18446.

## SCHEDULE "B"

### Lands to be Annexed to Wards 8, 9 and 10 of the City of Mississauga on January 1, 2010

#### Lands to be Annexed to Ward 8

FIRSTLY:

COMMENCING at the intersection of the centreline of Lower Base Line Road with the north easterly limit of Part 1, Plan 20R-18446;

THENCE southerly along the north easterly limit of Part 1, Plan 20R- 18446 to a point in the southerly limit of Lower Base Line Road also being the most easterly point of Part 1, Plan 20R-18446;

THENCE westerly along the southerly limit of Lower Base Line Road, to the most southerly corner of Part 1, Plan 20R-18446;

THENCE northerly along the south westerly limit of Part 1, Plan 20R-18446; to a point where the said limit intersects the centreline of Lower Base Line Road.

THENCE easterly along the centreline of Lower Base Line Road, through Part 1 on Plan 20R-18446 to the point of commencement.

SECONDLY:

Parts 2 to 11 both inclusive on a Plan of Survey deposited at the Halton Land Registry Office (No. 20), November 27, 2009 as Plan 20R-18446.

#### Lands to be Annexed to Ward 9

COMMENCING at a point where the centreline of Highway 401 is intersected by the existing westerly limit, as it existed on December 31, 2009, of the City of Mississauga;

THENCE southerly along the existing westerly limit of the City of Mississauga to a point where the said City limit intersects the centreline of the St. Lawrence and Hudson Railway Company lands;

THENCE westerly along the centerline of the St. Lawrence and Hudson Railway lands to a point where the said centreline intersects the centreline of Highway 407;

THENCE northerly along the centreline of Highway 407 to a point where the said centreline intersects the centreline of Highway 401;

THENCE easterly along the centreline of Highway 401 to the point of commencement.

**Lands to be Annexed to Ward 10**

COMMENCING at a point where the centerline of the St. Lawrence and Hudson Railway Company lands is intersected by the existing westerly limit, as it existed on December 31, 2009, of the City of Mississauga;

THENCE southerly along the existing westerly limit of the City of Mississauga, to the northerly limit of Eglinton Avenue;

THENCE westerly along the production of the northerly limit of Eglinton Avenue to the northerly angle of Part 1, Plan 20R-18446;

THENCE southerly along the north easterly limit of Part 1 on Plan 20R-18446 to a point where the north easterly limit of Part 1 on Plan 20R-18446 intersects the centreline of Lower Base Line Road;

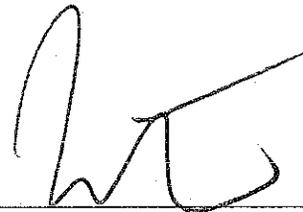
THENCE westerly along the centreline of Lower Base Line Road, through Part 1 on Plan 20R-18446 to the south westerly limit of Part 1 on Plan 20R-18446;

THENCE northerly along the south westerly limit of Part 1, Plan 20R-18446 to a point where the said limit intersects the northerly limit of Lower Base Line Road being the westerly angle of Part 1 on Plan 20R-18446;

THENCE westerly along the northerly limit of Lower Base Line Road to the intersection of the centreline of Highway 407;

THENCE northerly from the last mention point along the centreline of Highway 407 to a point where the said centreline intersects the centerline of the St. Lawrence and Hudson Railway Company lands;

THENCE easterly along the centerline of the St. Lawrence and Hudson Railway Company lands to the point of commencement.



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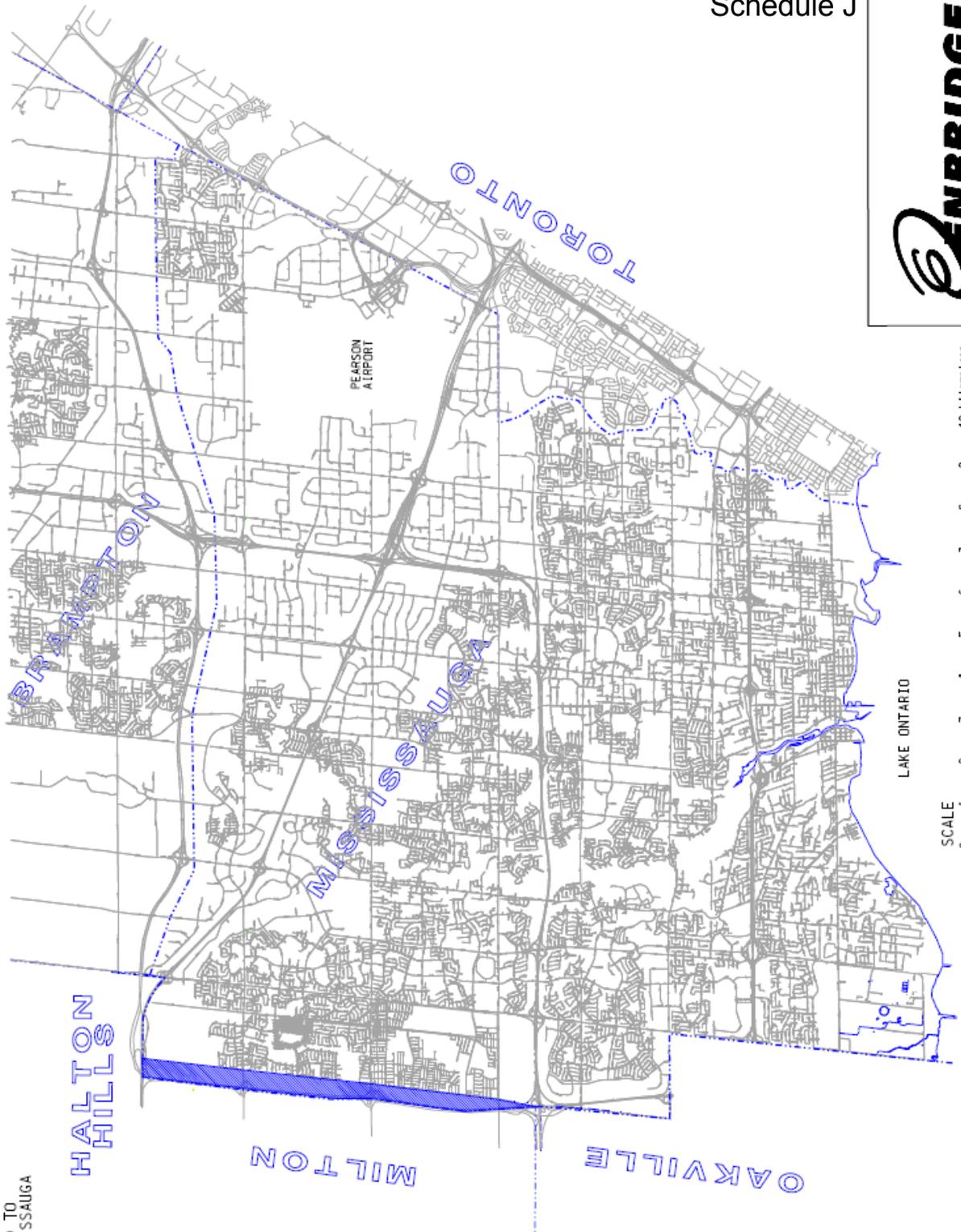
Minister of Municipal Affairs and Housing

Dated on December 17....., 2009.



# CITY OF MISSISSAUGA FRANCHISE

LANDS TRANSFERRED TO  
THE CITY OF MISSISSAUGA  
JANUARY 1, 2010





CERTIFIED A TRUE COPY

GRANT BIVOL DEPUTY CLERK  
CITY OF MISSISSAUGA

RESOLUTION 0106-2010  
adopted by the Council of  
The Corporation of the City of Mississauga  
at its meeting on April 28, 2010

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0106-2010 Moved by: N. Iannicca

Seconded by: K. Mahoney

Whereas on April 21, 2010 the General Committee of Council reviewed and approved the recommendations contained in the report dated April 8, 2010 from the Commissioner of Transportation & Works entitled "Proposed Gas Franchise Agreement with Enbridge Gas Distribution Inc."(GC-0291-2010);

Whereas the report recommends that the City of Mississauga proceed with the steps necessary to execute a new gas franchise agreement with Enbridge Gas Distribution Inc., subject to approval by the Ontario Energy Board;

Therefore be it resolved;

1. That City Council approves the form of draft By-law (including the franchise agreement forming part thereof) presented to the General Committee of Council on April 21 2010 and authorizes the submission thereof and any other documents required to the Ontario Energy Board for approval, pursuant to the provisions of Section 9 of the *Municipal Franchises Act*, R.S.O. 1990, c.M.55, as amended; and
2. That City Council requests the Ontario Energy Board to make an Order dispensing with the assent of the City of Mississauga's municipal electors to the draft By-law (including the franchise agreement forming part thereof) pursuant to the provisions of Section 9(4) of the *Municipal Franchises Act*.

Carried

CS.09.Enb (GC-0291-2010)

**THE CORPORATION OF THE CITY OF MISSISSAUGA**

**BY-LAW NUMBER \_\_\_\_\_**

A by-law to authorize a franchise agreement between  
The Corporation of the City of Mississauga  
and Enbridge Gas Distribution Inc.

WHEREAS the Council of The Corporation of the City of Mississauga deems it expedient to enter into the attached gas franchise agreement with Enbridge Gas Distribution Inc. (the "Franchise Agreement");

AND WHEREAS the Ontario Energy Board by its Order issued pursuant to the *Municipal Franchises Act* on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ has approved the terms and conditions upon which and the period for which the franchise provided in the Franchise Agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of this By-Law is not necessary;

NOW THEREFORE the Council of The Corporation of the City of Mississauga ENACTS as follows:

1. That the Franchise Agreement between The Corporation of the City of Mississauga and Enbridge Gas Distribution Inc. attached hereto is hereby authorized and the franchise provided for therein is hereby granted.
2. That the Mayor and the City Clerk are hereby authorized and directed on behalf of The Corporation of the City of Mississauga to enter into and execute under its corporate seal and deliver the Franchise Agreement, which is hereby incorporated into and shall form part of this By-Law.

ENACTED and PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

## Model Franchise Agreement

THIS AGREEMENT effective this            day of            , 20            .

BETWEEN: The Corporation of the City of Mississauga hereinafter called the  
"Corporation"

- and -

Enbridge Gas Distribution Inc. hereinafter called the "Gas Company"

**WHEREAS** the Gas Company desires to distribute, store and transmit gas in the Municipality upon the terms and conditions of this Agreement;

**AND WHEREAS** by by-law passed by the Council of the Corporation (the "By-law"), the duly authorized officers have been authorized and directed to execute this Agreement on behalf of the Corporation;

**THEREFORE** the Corporation and the Gas Company agree as follows:

### Part I - Definitions

1. In this Agreement:
  - a. "decommissioned" and "decommissions" when used in connection with parts of the gas system, mean any parts of the gas system taken out of active use and purged in accordance with the applicable CSA standards and in no way affects the use of the term 'abandoned' pipeline for the purposes of the Assessment Act;
  - b. "Engineer/Road Superintendent" means the most senior individual employed by the Corporation with responsibilities for highways within the Municipality or the person designated by such senior employee or such other person as may from time to time be designated by the Council of the Corporation;
  - c. "gas" means natural gas, manufactured gas, synthetic natural gas, liquefied petroleum gas or propane-air gas, or a mixture of any of them, but does not include a liquefied petroleum gas that is distributed by means other than a pipeline;
  - d. "gas system" means such mains, plants, pipes, conduits, services, valves, regulators, curb boxes, stations, drips or such other equipment

as the Gas Company may require or deem desirable for the distribution, storage and transmission of gas in or through the Municipality;

- e. "highway" means all common and public highways and shall include any bridge, viaduct or structure forming part of a highway, and any public square, road allowance or walkway and shall include not only the travelled portion of such highway, but also ditches, driveways, sidewalks, and sodded areas forming part of the road allowance now or at any time during the term hereof under the jurisdiction of the Corporation;
- f. "Model Franchise Agreement" means the form of agreement which the Ontario Energy Board uses as a standard when considering applications under the Municipal Franchises Act. The Model Franchise Agreement may be changed from time to time by the Ontario Energy Board;
- g. "Municipality" means the territorial limits of the Corporation on the date when this Agreement takes effect, and any territory which may thereafter be brought within the jurisdiction of the Corporation subject to any required approval of the Ontario Energy Board;
- h. "Plan" means the plan described in Paragraph 5 of this Agreement required to be filed by the Gas Company with the Engineer/Road Superintendent prior to commencement of work on the gas system; and
- i. whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Agreement so requires.

## **Part II - Rights Granted**

- 2. To provide gas service:

The consent of the Corporation is hereby given and granted to the Gas Company to distribute, store and transmit gas in and through the Municipality to the Corporation and to the inhabitants of the Municipality.

3. To Use Highways.

Subject to the terms and conditions of this Agreement the consent of the Corporation is hereby given and granted to the Gas Company to enter upon all highways now or at any time hereafter under the jurisdiction of the Corporation and to lay, construct, maintain, replace, remove, operate and repair a gas system for the distribution, storage and transmission of gas in and through the Municipality.

4. Duration of Agreement and Renewal Procedures.

- a. If the Corporation has not previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law.

or

- b. If the Corporation has previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law provided that, if during the 20-year term this Agreement, the Model Franchise Agreement is changed, then on the 7th anniversary and on the 14th anniversary of the date of the passing of the By-law, this Agreement shall be deemed to be amended to incorporate any changes in the Model Franchise Agreement in effect on such anniversary dates. Such deemed amendments shall not apply to alter the 20-year term.
- c. At any time within two years prior to the expiration of this Agreement, either party may give notice to the other that it desires to enter into negotiations for a renewed franchise upon such terms and conditions as may be agreed upon. Until such renewal has been settled, the terms and conditions of this Agreement shall continue, notwithstanding the expiration of this Agreement. This shall not preclude either party from applying to the Ontario Energy Board for a renewal of the Agreement pursuant to section 10 of the Municipal Franchises Act.

### Part III - Conditions

5. Approval of Construction
  - a. The Gas Company shall not undertake any excavation, opening or work which will disturb or interfere with the surface of the travelled portion of any highway unless a permit therefor has first been obtained from the Engineer/Road Superintendent and all work done by the Gas Company shall be to his satisfaction.
  - b. Prior to the commencement of work on the gas system, or any extensions or changes to it (except service laterals which do not interfere with municipal works in the highway), the Gas Company shall file with the Engineer/Road Superintendent a Plan, satisfactory to the Engineer/Road Superintendent, drawn to scale and of sufficient detail considering the complexity of the specific locations involved, showing the highways in which it proposes to lay its gas system and the particular parts thereof it proposes to occupy.
  - c. The Plan filed by the Gas Company shall include geodetic information for a particular location:
    - i. where circumstances are complex, in order to facilitate known projects, including projects which are reasonably anticipated by the Engineer/Road Superintendent, or
    - ii. when requested, where the Corporation has geodetic information for its own services and all others at the same location.
  - d. The Engineer/Road Superintendent may require sections of the gas system to be laid at greater depth than required by the latest CSA standard for gas pipeline systems to facilitate known projects or to correct known highway deficiencies.
  - e. Prior to the commencement of work on the gas system, the Engineer/Road Superintendent must approve the location of the work as shown on the Plan filed by the Gas Company, the timing of the work and any terms and conditions relating to the installation of the work.
  - f. In addition to the requirements of this Agreement, if the Gas Company proposes to affix any part of the gas system to a bridge, viaduct or other structure, if the Engineer/Road Superintendent approves this proposal, he may require the Gas Company to comply with special

conditions or to enter into a separate agreement as a condition of the approval of this part of the construction of the gas system.

- g. Where the gas system may affect a municipal drain, the Gas Company shall also file a copy of the Plan with the Corporation's Drainage Superintendent for purposes of the Drainage Act, or such other person designated by the Corporation as responsible for the drain.
- h. The Gas Company shall not deviate from the approved location for any part of the gas system unless the prior approval of the Engineer/Road Superintendent to do so is received.
- i. The Engineer/Road Superintendent's approval, where required throughout this Paragraph, shall not be unreasonably withheld.
- j. The approval of the Engineer/Road Superintendent is not a representation or warranty as to the state of repair of the highway or the suitability of the highway for the gas system.

#### 6. As Built Drawings

The Gas Company shall, within six months of completing the installation of any part of the gas system, provide two copies of "as built" drawings to the Engineer/Road Superintendent. These drawings must be sufficient to accurately establish the location, depth (measurement between the top of the gas system and the ground surface at the time of installation) and distance of the gas system. The "as built" drawings shall be of the same quality as the Plan and, if the approved pre-construction plan included elevations that were geodetically referenced, the "as built" drawings shall similarly include elevations that are geodetically referenced. Upon the request of the Engineer/Road Superintendent, the Gas Company shall provide one copy of the drawings in an electronic format and one copy as a hard copy drawing.

#### 7. Emergencies

In the event of an emergency involving the gas system, the Gas Company shall proceed with the work required to deal with the emergency, and in any instance where prior approval of the Engineer/Road Superintendent is normally required for the work, the Gas Company shall use its best efforts to immediately notify the Engineer/Road Superintendent of the location and nature of the emergency and the work being done and, if it deems appropriate, notify the police force, fire or other emergency services having jurisdiction. The Gas Company shall provide the Engineer/Road Superintendent with at least one 24 hour emergency contact for the Gas Company and shall ensure the contacts are current.

8. Restoration

The Gas Company shall well and sufficiently restore, to the reasonable satisfaction of the Engineer/Road Superintendent, all highways, municipal works or improvements which it may excavate or interfere with in the course of laying, constructing, repairing or removing its gas system, and shall make good any settling or subsidence thereafter caused by such excavation or interference. If the Gas Company fails at any time to do any work required by this Paragraph within a reasonable period of time, the Corporation may do or cause such work to be done and the Gas Company shall, on demand, pay the Corporation's reasonably incurred costs, as certified by the Engineer/Road Superintendent.

9. Indemnification

The Gas Company shall, at all times, indemnify and save harmless the Corporation from and against all claims, including costs related thereto, for all damages or injuries including death to any person or persons and for damage to any property, arising out of the Gas Company operating, constructing, and maintaining its gas system in the Municipality, or utilizing its gas system for the carriage of gas owned by others. Provided that the Gas Company shall not be required to indemnify or save harmless the Corporation from and against claims, including costs related thereto, which it may incur by reason of damages or injuries including death to any person or persons and for damage to any property, resulting from the negligence or wrongful act of the Corporation, its servants, agents or employees.

10. Insurance

- a. The Gas Company shall maintain Comprehensive General Liability Insurance in sufficient amount and description as shall protect the Gas Company and the Corporation from claims for which the Gas Company is obliged to indemnify the Corporation under Paragraph 9. The insurance policy shall identify the Corporation as an additional named insured, but only with respect to the operation of the named insured (the Gas Company). The insurance policy shall not lapse or be cancelled without sixty (60) days' prior written notice to the Corporation by the Gas Company.
- b. The issuance of an insurance policy as provided in this Paragraph shall not be construed as relieving the Gas Company of liability not covered by such insurance or in excess of the policy limits of such insurance.

- c. Upon request by the Corporation, the Gas Company shall confirm that premiums for such insurance have been paid and that such insurance is in full force and effect.

#### 11. Alternative Easement

The Corporation agrees, in the event of the proposed sale or closing of any highway or any part of a highway where there is a gas line in existence, to give the Gas Company reasonable notice of such proposed sale or closing and, if it is feasible, to provide the Gas Company with easements over that part of the highway proposed to be sold or closed sufficient to allow the Gas Company to preserve any part of the gas system in its then existing location. In the event that such easements cannot be provided, the Corporation and the Gas Company shall share the cost of relocating or altering the gas system to facilitate continuity of gas service, as provided for in Paragraph 12 of this Agreement.

#### 12. Pipeline Relocation

- a. If in the course of constructing, reconstructing, changing, altering or improving any highway or any municipal works, the Corporation deems that it is necessary to take up, remove or change the location of any part of the gas system, the Gas Company shall, upon notice to do so, remove and/or relocate within a reasonable period of time such part of the gas system to a location approved by the Engineer/Road Superintendent.
- b. Where any part of the gas system relocated in accordance with this Paragraph is located on a bridge, viaduct or structure, the Gas Company shall alter or relocate that part of the gas system at its sole expense.
- c. Where any part of the gas system relocated in accordance with this Paragraph is located other than on a bridge, viaduct or structure, the costs of relocation shall be shared between the Corporation and the Gas Company on the basis of the total relocation costs, excluding the value of any upgrading of the gas system, and deducting any contribution paid to the Gas Company by others in respect to such relocation; and for these purposes, the total relocation costs shall be the aggregate of the following:
  - i. the amount paid to Gas Company employees up to and including field supervisors for the hours worked on the project plus the current cost of fringe benefits for these employees,

- ii. the amount paid for rental equipment while in use on the project and an amount, charged at the unit rate, for Gas Company equipment while in use on the project,
  - iii. the amount paid by the Gas Company to contractors for work related to the project,
  - iv. the cost to the Gas Company for materials used in connection with the project, and
  - v. a reasonable amount for project engineering and project administrative costs which shall be 22.5% of the aggregate of the amounts determined in items (i), (ii), (iii) and (iv) above.
- d. The total relocation costs as calculated above shall be paid 35% by the Corporation and 65% by the Gas Company, except where the part of the gas system required to be moved is located in an unassumed road or in an unopened road allowance and the Corporation has not approved its location, in which case the Gas Company shall pay 100% of the relocation costs.

#### **Part IV - Procedural And Other Matters**

##### 13. Municipal By-laws of General Application

The Agreement is subject to the provisions of all regulating statutes and all municipal by-laws of general application, except by-laws which have the effect of amending this Agreement.

##### 14. Giving Notice

Notices may be delivered to, sent by facsimile or mailed by prepaid registered post to the Gas Company at its head office or to the authorized officers of the Corporation at its municipal offices, as the case may be.

##### 15. Disposition of Gas System

- a. If the Gas Company decommissions part of its gas system affixed to a bridge, viaduct or structure, the Gas Company shall, at its sole expense, remove the part of its gas system affixed to the bridge, viaduct or structure.
- b. If the Gas Company decommissions any other part of its gas system, it shall have the right, but is not required, to remove that part of its gas system. It may exercise its right to remove the decommissioned parts of its gas system by giving notice of its intention to do so by filing a Plan

as required by Paragraph 5 of this Agreement for approval by the Engineer/Road Superintendent. If the Gas Company does not remove the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in any highway, the Corporation may remove and dispose of so much of the decommissioned gas system as the Corporation may require for such purposes and neither party shall have recourse against the other for any loss, cost, expense or damage occasioned thereby. If the Gas Company has not removed the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in a highway, the Gas Company may elect to relocate the decommissioned gas system and in that event Paragraph 12 applies to the cost of relocation.

#### 16. Use of Decommissioned Gas System

- a. The Gas Company shall provide promptly to the Corporation, to the extent such information is known:
  - i. the names and addresses of all third parties who use decommissioned parts of the gas system for purposes other than the transmission or distribution of gas; and
  - ii. the location of all proposed and existing decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas.
- b. The Gas Company may allow a third party to use a decommissioned part of the gas system for purposes other than the transmission or distribution of gas and may charge a fee for that third party use, provided
  - i. the third party has entered into a municipal access agreement with the Corporation; and
  - ii. the Gas Company does not charge a fee for the third party's right of access to the highways.
- c. Decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas are not subject to the provisions of this Agreement. For decommissioned parts of the gas system used for purposes other than the transmission and distribution of gas, issues

such as relocation costs will be governed by the relevant municipal access agreement.

17. Franchise Handbook

The Parties acknowledge that operating decisions sometimes require a greater level of detail than that which is appropriately included in this Agreement. The Parties agree to look for guidance on such matters to the Franchise Handbook prepared by the Association of Municipalities of Ontario and the gas utility companies, as may be amended from time to time.

18. Agreement Binding Parties

This Agreement shall extend to, benefit and bind the parties thereto, their successors and assigns, respectively.

IN WITNESS WHEREOF the parties have executed this Agreement effective from the date written above.

THE CORPORATION OF THE CITY OF MISSISSAUGA

By: \_\_\_\_\_

By: \_\_\_\_\_

Duly Authorized Officer

ENBRIDGE GAS DISTRIBUTION INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

DATED this            day of            , 20            .

THE CORPORATION OF THE  
CITY OF MISSISSAUGA

- and -

ENBRIDGE GAS DISTRIBUTION INC.

FRANCHISE AGREEMENT

**ENBRIDGE GAS DISTRIBUTION INC.**  
500 Consumers Road  
North York, Ontario  
M2J 1P8

Attention: Regulatory Affairs Department