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Regulatory Coordinator  
Regulatory Proceedings  
phone: (416) 495-5499  
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**VIA COURIER AND RESS**

May 8, 2014

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 Renewal of the Franchise Agreement  
Region of Peel**

Enbridge wishes to apply to the Ontario Energy Board (the "Board") for an order granting approval of a new franchise agreement with the Region of Peel.

Please find two copies of the following:

- The aforementioned application;
- Schedule A - Map showing the location of the Region on Peel;
- Schedule B – Copy of the franchise agreements and By-Laws for the City of Brampton (63-2006) dated February 27, 2006, the City of Mississauga (0248-2010) dated September 15, 2010, and the Town of Caledon (2009-054) dated April 21, 2009.
- Schedule C - The Certificate of the City of Mississauga (EB-2010-0189), dated July 8, 2010;
- Schedule D - The Certificate of the Town of Caledon (EB-2008-0410), dated March 13, 2009,
- Schedule E – The Certificate of the City of Brampton (EB-2005-0457), dated December 9, 2005.
- Schedule F - The signed Resolution from the Region of Peel, the form of the by-law and the proposed franchise agreement.

2014-05-08  
Ms. Kirsten Walli  
Page 2

The application has been filed through the Board's Regulatory Electronic Submission System ("RESS"). The confirmation number has been included in the package.

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

The contact information for this matter follows below:

Region of Peel  
10 Peel Centre Drive  
Brampton, Ontario L6T 4B9  
Tel: (905) 791-7800  
Fax: (905) 791-1693  
Attn: Kathryn Lockyer  
Town 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: Guri Pannu  
Legal Counsel, Litigation & Regulatory

Enbridge Gas Distribution Inc. (Regional Office)  
3401 Schmon Pkwy, ON L2V 4Y6  
Tel: 905-688-8888  
Attn: Bill Elliott  
Operations Manager – Western Region

Sincerely,

(Original Signed)

Stephanie Allman  
Regulatory Coordinator

Cc: Guri Pannu – EGD, Legal Counsel, Litigation & Regulatory  
Bill Elliott – Operations Manager – Western Region

**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 Region of Peel.

**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 Region of Peel (“Corporation”) is a municipal Ontario corporation with its head office at 10 Peel Centre Drive, ON L6T 4B9. The Corporation’s Clerk is Ms. Kathryn Lockyer. Attached hereto and marked as Schedule “A” is a map showing the geographical location of the Region of Peel (“Municipality”).
3. The Applicant and the Corporation are party to a municipal gas franchise agreement. Attached hereto and marked as Schedule “B” is a copy of the franchise agreements and By-Laws for the City of Brampton (63-2006) enacted February 27, 2006, the City of Mississauga (0248-2010) enacted September 15, 2010, and the Town of Caledon (2009-054) enacted April 21, 2009.

4. The Applicant possesses a Certificate of Public Convenience and Necessity for the geographical area of the Region of Peel. Attached hereto and marked as Schedule “C” is the Certificate of Public Convenience and Necessity for the City of Mississauga (EB-2010-0189), dated July 8, 2010, attached hereto and marked as Schedule “D” is the Certificate of Public Convenience and Necessity for the Town of Caledon (EB-2008-0410), dated March 13, 2009, and attached hereto and marked Schedule “E” is the Certificate of Public Convenience and Necessity for the City of Brampton (EB-2005-0457), dated December 9, 2005.
5. The Applicant wishes to begin its municipal gas franchise with the Corporation and to continue serving the Municipality in accordance with the Certificates. The Applicant respectfully submits that it is in the public interest to do so. Attached hereto and marked as Schedule “F” is the Corporation’s signed resolution, the form of the Corporation’s by-law granting to the Applicant the franchise renewal and a copy of the proposed franchise agreement between the Applicant and the Corporation (“the Agreement”).
6. The proposed municipal gas franchise agreement is in the form of the Ontario Energy Board (“Board”) approved 2000 Model Franchise Agreement, with no amendments and is for a term of twenty years.
7. 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; and
  - ii) an Order directing and declaring that the assent of the municipal electors to the terms and conditions of the franchise agreement is not necessary.

8. The persons affected by this application are the customers and other residents in the Municipality. Because of the number of such persons, it is impractical to set out their names and addresses herein.

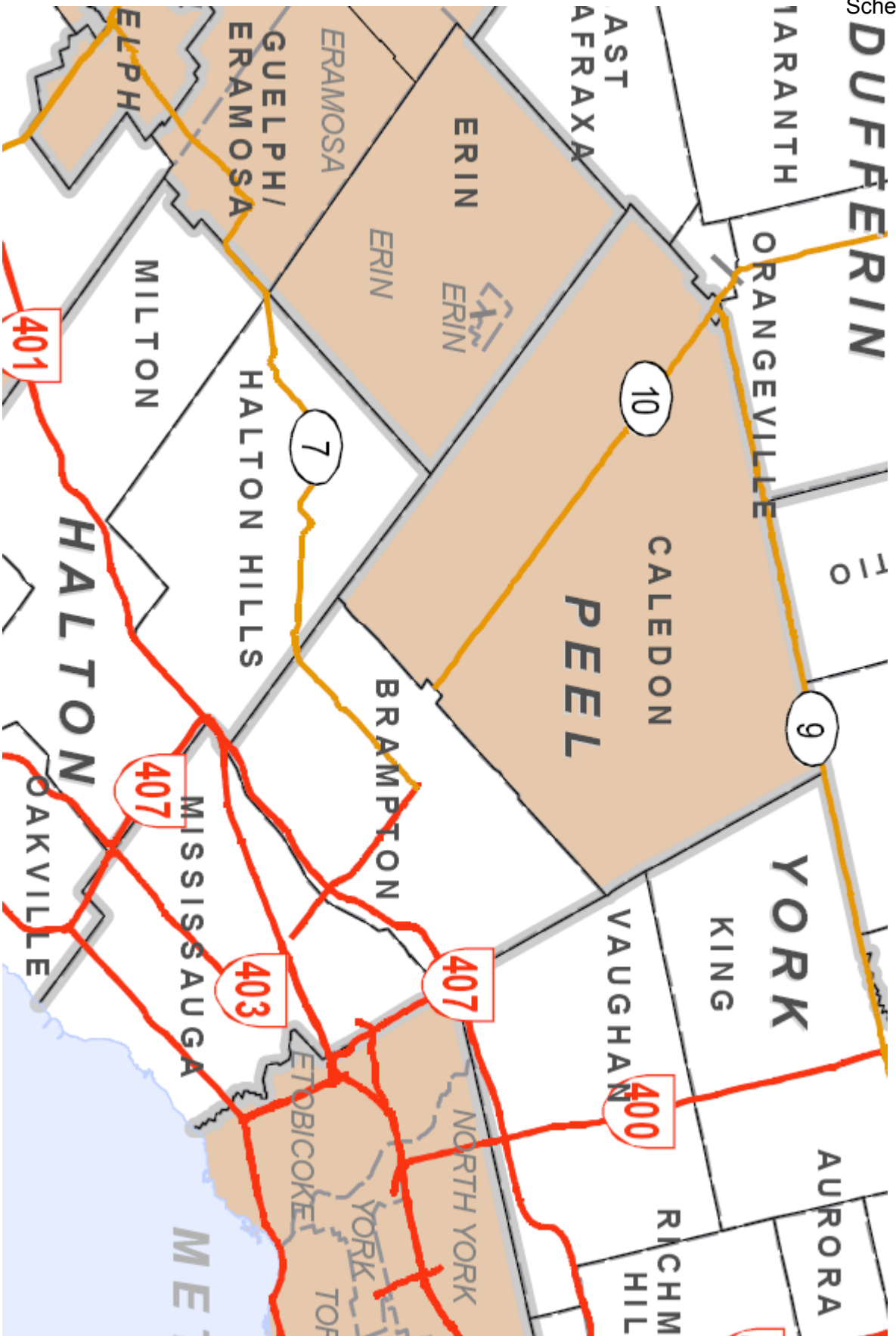
DATED at Toronto this 8th day of May, 2014.

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

\_\_\_\_\_  
(Original Signed)

Guri Pannu  
Legal Counsel, Litigation & Regulatory  
Tel: (416) 495-5499  
Fax: (416) 495-6072  
E-mail: EGDRRegulatoryAffairs@enbridge.com

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





THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 63-2006

To Authorize the Execution of a Franchise  
Agreement between The Corporation of the City of Brampton and  
Enbridge Gas Distribution Inc.

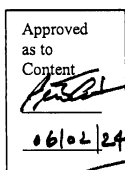
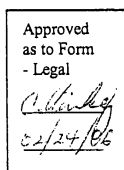
**WHEREAS** the Council of the Corporation deems it expedient to enter into the attached franchise agreement with Enbridge Gas Distribution Inc.;

**AND WHEREAS** the Ontario Energy Board by its Order issued pursuant to the *Municipal Franchises Act* on the 16<sup>th</sup> day of December, 2005 has approved the terms and conditions upon which and the period for which the franchise provided for in the attached 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.

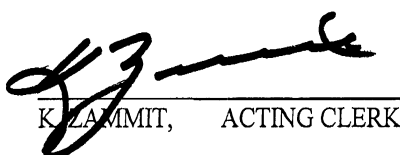
**NOW THEREFORE** the Council of The Corporation of the City of Brampton **ENACTS AS FOLLOWS.**

1. That the attached franchise agreement between the Corporation and Enbridge Gas Distribution Inc. is hereby authorized and the franchise provided for therein is hereby granted.
2. That the Clerk and the Mayor are hereby authorized and instructed on behalf of the Corporation to enter into and execute under its corporate seal and deliver the aforesaid agreement, which agreement is hereby incorporated into and shall form part of this By-law.
3. That the By-law referred to in Schedule "A" annexed hereto and forming part of this By-law is hereby repealed insofar as it applies to any area within the present geographic limits of the Corporation.

**READ a FIRST, SECOND and THIRD TIME and PASSED** in Open Council this 27th day of February, 2006.



  
SUSAN FENNELL MAYOR

  
K. LAMMIT, ACTING CLERK

**Schedule A**

By-law No. 132-75 passed by Council of the Corporation of the City of Brampton on the 21<sup>st</sup> day of July, 1975, and read the third time and passed as amended by order of the Ontario Energy Board, E.B.A. 177, on the 23<sup>rd</sup> day of February 1976.



## Model Franchise Agreement

THIS AGREEMENT effective this 24 day of March 2005.

BETWEEN: The Corporation of the City of Brampton 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;
- 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 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 BRAMPTON

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

*Susan Fennell*  
SUSAN FENNELL, MAYOR

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

*R. Fennell*  
R. FENNELL, CLERK

Duly Authorized Officer

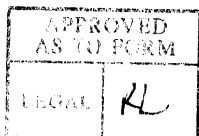
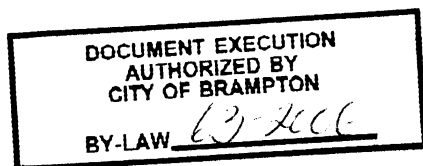
ENBRIDGE GAS DISTRIBUTION INC.

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

*K. Scott Player*  
K. Scott Player  
Vice President  
Finance

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

*Mark R. Boyce*  
Mark R. Boyce  
Associate General Counsel  
& Corporate Secretary



DATED this            day of            , 2005.

THE CORPORATION OF THE

CITY OF BRAMPTON

- and -

ENBRIDGE GAS DISTRIBUTION INC.

FRANCHISE AGREEMENT

**Enbridge Gas Distribution Inc.**  
500 Consumers Road  
North York, Ontario  
M2J 1P8

Attention: Regulatory Affairs Department

THE CORPORATION OF THE TOWN OF CALEDON

BY-LAW NO. 2009-054

**Being a by-law to authorize the Mayor and Clerk to execute a Franchise Agreement and a Memorandum of Understanding with Enbridge Gas Distribution Inc.**

**WHEREAS** the Council of the Corporation of the Town of Caledon deems it expedient to enter into a franchise agreement with Enbridge Gas Distribution Inc.;

**AND WHEREAS** the Ontario Energy Board by its Order issued pursuant to *The Municipal Franchises Act, 1990* on the 13<sup>th</sup> day of March, 2009 has approved the terms and conditions upon which and the period for which the franchise provided for in the attached 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 for The Corporation of the Town of Caledon enacts as follows.

1. That the franchise agreement dated the 21<sup>st</sup> day of April, 2009 between the Corporation of the Town of Caledon and Enbridge Gas Distribution Inc. is hereby authorized and the franchise provided for therein is hereby granted;
2. That the Mayor and Clerk be and are hereby authorized and instructed on behalf of the Corporation to enter into and execute under its corporate seal and deliver the aforesaid agreement, which agreement is hereby incorporated into and shall form part of this By-law.
3. That the Mayor and Clerk be and are hereby authorized to execute the Memorandum of Understanding with Enbridge Gas Distribution Inc. in regard to the aforesaid franchise agreement.

READ THREE TIMES AND FINALLY  
PASSED IN OPEN COUNCIL THIS  
21<sup>st</sup> DAY OF APRIL, 2009.

  
Marilyn Morrison, Mayor

  
Karen Landry, Clerk



## Model Franchise Agreement

THIS AGREEMENT effective this 21<sup>st</sup> day of April, 2009.

BETWEEN: The Corporation of the Town of Caledon 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;
- 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 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 TOWN OF CALEDON

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

*Marilyn Morrison*

AUTHORIZATION BY-LAW No. 2009-054

PASSED BY TOWN OF CALEDON COUNCIL

ON THE 21<sup>st</sup> DAY OF April 2009

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

*[Signature]*

Duly Authorized Officer

ENBRIDGE GAS DISTRIBUTION INC.

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

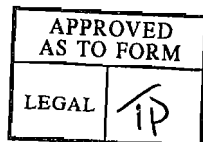
*Jim Grant*

**Jim Grant**  
Vice President, Energy Supply,  
Storage Development & Regulatory

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

*Mark R. Boyce*

**Mark R. Boyce**  
Vice President, Gas Distribution Law  
& Deputy General Counsel



*RwR*

DATED this 21<sup>st</sup> day of April, 2009.

THE CORPORATION OF THE

TOWN OF CALEDON

- and -

ENBRIDGE GAS DISTRIBUTION INC.

FRANCHISE AGREEMENT

**ENBRIDGE GAS DISTRIBUTION INC.**

500 Consumers Road  
North York, Ontario  
M2J 1P8

Attention: Regulatory Affairs Department



CERTIFIED A TRUE COPY

*Crystal Greer*  
CRYSTAL GREER CITY CLERK  
CITY OF MISSISSAUGA

THE CORPORATION OF THE CITY OF MISSISSAUGA

BY-LAW NUMBER 0248-2010

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 8th day of July, 2010 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 15<sup>th</sup> day of September, 2010.

APPROVED AS TO FORM City Solicitor MISSISSAUGA	
<i>ERW</i>	
Date	10/09/10

*[Signature]*  
MAYOR

*Crystal Greer*  
CLERK



## Model Franchise Agreement

THIS AGREEMENT effective this 15<sup>th</sup> day of September, 2010

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;
- 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.

APPROVED AS TO FORM City Solicitor MISSISSAUGA	
<i>gmw</i>	
Date	10/08/27

THE CORPORATION OF THE CITY OF MISSISSAUGA

By: *Hazel McCallion*  
Hazel McCallion, Mayor

By: *Crystal Greer*  
Crystal Greer, City Clerk  
Duly Authorized Officer

DOCUMENT EXECUTION AUTHORIZED BY CITY OF MISSISSAUGA
BY-LAW <b>2248-2010</b>

APPROVED AS TO FORM	
LEGAL	<i>TP</i>

ENBRIDGE GAS DISTRIBUTION INC.

By: *Jim Grant*  
Jim Grant  
Vice President, Energy Supply,  
Storage Development & Regulatory

By: *Mark R. Boyce*  
Mark R. Boyce  
Vice President, Gas Distribution Law  
& Deputy General Counsel

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

**EB-2010-0189**

**Certificate of Public Convenience and Necessity**

The Ontario Energy Board hereby grants

**Enbridge Gas Distribution Inc.**

approval under section 8 of the *Municipal Franchises Act*, R.S.O. 1990, c. M.55, as amended, to construct works to supply gas in the geographic boundaries of the

**City of Mississauga**

exclusive of the annexed Milton lands described in Schedule A.

This certificate replaces the Certificates of Public Convenience and Necessity currently held by Enbridge Gas Distribution Inc. associated with the former Village of Streetsville and the City of Mississauga.

**DATED** at Toronto, July 8, 2010

**ONTARIO ENERGY BOARD**

*Original signed by*

Neil McKay  
Manager, Natural Gas Applications

**SCHEDULE "A"****Lands Annexed to the City of Mississauga  
from the Town of Milton 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:

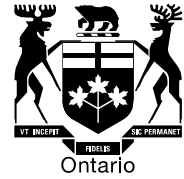
Part of Lot 6, Concession 2, North of Dundas Street (Geographic Township of Trafalgar), more particularly described as Parts 8 and 9, Plan 20R-18446.

EIGHTHLY:

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

Ontario Energy  
Board

Commission de l'Énergie  
de l'Ontario



**EB-2010-0189**

**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 cancelling the existing Certificates of Public Convenience and Necessity associated with the former Village of Streetsville and the City of Mississauga and replacing them with a Certificate of Public Convenience and Necessity for the geographic boundaries of the Municipality of the City of Mississauga, excluding the annexed Milton lands.

**By delegation, before:** Neil Mckay

### **DECISION AND ORDER**

Enbridge Gas Distribution Inc. (the “Applicant”) filed an application dated May 12, 2010 with the Ontario Energy Board (the “Board”) under section 8 of the *Municipal Franchises Act*, R.S.O. 1990, c. M.55, as amended (the “Act”), for an order of the Board cancelling the existing Certificates of Public Convenience and Necessity associated with the former Village of Streetsville and the City of Mississauga and replacing them with a single Certificate of Public Convenience and Necessity for the geographic boundaries of the City of Mississauga (the “City”), excluding the annexed Milton lands (the “Certificate”).

The Board has assigned File No. EB-2010-0189 to this Application. The Board’s Notice of Application and Written Hearing was published as directed by the Board. Board staff and Union Gas Limited filed submissions.

The Applicant stated that on January 1, 2010, under an order to *The Municipal Act*, 2001, S.O. 2001, c. 25, certain lands in the Town of Milton were annexed to the City of Mississauga and the Regional Municipality of Peel. The Applicant noted that Union

holds a Franchise Agreement and Certificate of Public Convenience and Necessity for the Town of Milton, including these annexed lands. Therefore, the Certificate requested is for the geographic region of the City, excluding the annexed lands which fall within Union's service area.

The Board finds that it is in the public interest to grant the application and that public convenience and necessity requires that approval be given.

**IT IS THEREFORE ORDERED THAT:**

1. The existing Certificates of Public Convenience and Necessity associated with the former Village of Streetsville and the City of Mississauga are cancelled and replaced by the certificate attached as Appendix A to this Decision and Order.
2. A Certificate of Public Convenience and Necessity, attached as Appendix A to this Decision and Order, is granted to Enbridge Gas Distribution Inc. to construct works to supply gas in the geographic boundaries of the City of Mississauga, excluding the annexed Milton lands described in Schedule A to the Certificate of Public Convenience and Necessity.

**DATED** at Toronto, July 8, 2010

**ONTARIO ENERGY BOARD**

*Original signed by*

Neil McKay  
Manager, Natural Gas Applications



**APPENDIX A**  
**TO BOARD DECISION AND ORDER**  
**EB-2010-0189**  
**DATED: July 8, 2010**  
**Certificate of Public Convenience and Necessity for**  
**the City of Mississauga**

**EB-2008-0410**

## **Certificate of Public Convenience and Necessity**

The Ontario Energy Board hereby grants

**Enbridge Gas Distribution Inc.**

Approval under section 8 of the Municipal Franchise Act, R.S.O. 1990, c. M.55, as amended, to construct works to supply gas to the

**Town of Caledon**

This Certificate of Public Convenience and Necessity cancels Certificates for the former Township of Albion (E.B.C. 47), the former Village of Bolton (E.B.C. 050), the former Township of Caledon (E.B.C. 65), the former Township of Chinguacousy (F.B.C. 3) and the former Village of East Caledon (E.B.C. 67) and replaces them with a single Certificate of Public Convenience and Necessity for the amalgamated Town of Caledon.

**Dated** at Toronto, March 13, 2009  
**Ontario Energy Board**

Original Signed By

Neil McKay  
Manager, Facilities Applications

Ontario Energy  
Board

Commission de l'énergie  
de l'Ontario



**EB-2008-0410**

**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 cancelling the existing certificates of public convenience and necessity for certain geographic areas now incorporated within the Town of Caledon and replacing these with a single certificate of public convenience and necessity for the Town of Caledon.

**By delegation, before:** Neil McKay

## **DECISION AND ORDER**

Enbridge Gas Distribution Inc. (“Enbridge” or the “Applicant”) has filed an application dated December 15, 2008 with the Ontario Energy Board (the “Board”) under section 8 of the *Municipal Franchises Act*, R.S.O. 1990, c. M.55, as amended (the “Act”), for an order of the Board cancelling Enbridge’s existing certificates of public convenience and necessity for the former Township of Albion (E.B.C. 47), former Village of Bolton (E.B.C. 050), former Township of Caledon (E.B.C. 65), former Township of Chinguacousy (F.B.C. 3) and the former Village of East Caledon (E.B.C. 67) and replacing them with a single Certificate of Public Convenience and Necessity for the amalgamated Corporation of the Town of Caledon. The Board has assigned file number EB-2008-0410 to this application.

The Board’s Notice of Application and Hearing was published on January 31, 2009. There were no intervenors. Enbridge possesses multiple certificates of public convenience and necessity for the geographical area of the Corporation permitting it to

distribute, store and transmit gas in the Municipality. On January 1, 1974, the former Township of Albion, the former Village of Bolton, the former Township of Caledon, the former Township of Chinguacousy, and the former Village of East Caledon were amalgamated to form the Town of Caledon by Minister's Order.

The Board finds that it is in the public interest to grant the application and that public convenience and necessity requires that approval be given.

**IT IS THEREFORE ORDERED THAT:**

1. The Certificate of Public Convenience and Necessity for the former Township of Albion (E.B.C. 47), the former Village of Bolton (E.B.C. 050), the former Township of Caledon (E.B.C. 65), the former Township of Chinguacousy (F.B.C. 3) and the former Village of East Caledon (E.B.C. 67) are cancelled.
2. A Certificate of Public Convenience and Necessity, attached as Appendix A to this Decision and Order, is granted to Enbridge Gas Distribution Inc. to construct works to supply gas in the Town of Caledon.

**Dated** at Toronto, March 13, 2009

**ONTARIO ENERGY BOARD**

*Original Signed By*

Neil McKay  
Manager, Facilities Applications

**APPENDIX A**  
**TO BOARD DECISION AND ORDER**  
**EB-2008-0410**  
**DATED: March 13, 2009**  
**Certificate of Public Convenience and Necessity**  
**for the Town of Caledon**

Ontario Energy  
Board

Commission de l'Énergie  
de l'Ontario



**RP-2005-0023**

**EB-2005-0457**

**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 to establish a single Certificate of Public Convenience and Necessity for certain geographic areas now incorporated within the City of Brampton.

**By delegation, before:** Mark C. Garner

### **DECISION AND ORDER**

Enbridge Gas Distribution Inc. ("Enbridge") filed an application dated August 12, 2005 with the Ontario Energy Board under the *Municipal Franchises Act*, R.S.O. 1990, c. M.55, as amended, for an order of the Board to establish a single Certificate of Public Convenience and Necessity ("Certificate") for several former municipalities now incorporated within the City of Brampton (the "Municipality"). The Board has assigned file number RP-2005-0023 / EB-2005-0457 to this application.

The Board's Notice of Application and Written Hearing was published in English on October 12 and in French on October 19, 2005. There were no intervenors.

On January 1, 1974, the former Town of Brampton, part of the former Township of Chingacousy, part of the former Town of Mississauga and part of the former Township of Toronto-Gore amalgamated to form the current City of Brampton. A portion of the City of Brampton was annexed to the City of Mississauga on July 1, 1985 under the *Municipal Boundary Negotiations Act*, 1985.

Enbridge is presently serving the Municipality and has Certificates of Public Convenience and Necessity for the former Town of Brampton (F.B.C. No. 2) and part of the former Township of Chingacousy (F.B.C. 3). Certificates of Public Convenience and Necessity for the former Town of Mississauga and part of the former Township of Toronto-Gore are not required since gas works to supply these municipalities existed prior to April 1, 1933.

The Board finds that it is in the public interest to grant the application and that public convenience and necessity requires that approval be given.

**IT IS THEREFORE ORDERED THAT:**

1. The existing Certificates of Public Convenience and Necessity covering the former Town of Brampton (F.B.C. No. 2) and part of the former Township of Chingacousy (F.B.C. 3) are cancelled.
2. A Certificate of Public Convenience and Necessity, attached as Appendix A, is granted to Enbridge to construct works to supply gas in the City of Brampton.

**DATED** at Toronto, December 9, 2005

ONTARIO ENERGY BOARD

*Original signed by*

John Zych  
Board Secretary

**APPENDIX A**

**TO**

**BOARD DECISION AND ORDER  
RP-2005-0023/ EB-2005-0457**

**DATED: December 9, 2005**

**Certificate of Public Convenience and Necessity  
for the City of Brampton**



**RP-2005-0023**  
**EB-2005-0457**

## **Certificate of Public Convenience and Necessity**

The Ontario Energy Board hereby grants

**Enbridge Gas Distribution Inc.**

approval under section 8 of the *Municipal Franchises Act*, R.S.O. 1990, c. M.55, as amended, to construct works to supply gas to the

**City of Brampton**

This certificate replaces the certificates of the former municipalities that are now within the City of Brampton.

Dated at Toronto, December 9, 2005

ONTARIO ENERGY BOARD

*Original signed by*

John Zych  
Board Secretary

APPROVED AT REGIONAL COUNCIL  
April 24, 2014

CERTIFIED TRUE COPY

Schedule F

Regional Clerk

Regional Municipality of Peel

May 1 2014

**6. ITEMS RELATED TO MANAGEMENT**

*Chaired by Councillor R. Whitehead*

**6.3. Enbridge Gas Distribution Inc. - Model Franchise Agreement for Provision of Natural Gas within Peel Region and Use of Regional Highways for Gas Pipelines**

Moved by Councillor Palleschi,  
Seconded by Councillor Hames;

That the By-law, which includes the Franchise Agreement and is attached as Appendix I to the joint report of the Commissioner of Public Works, Acting Commissioner of Employee and Business Services, and the Regional Solicitor, titled "Enbridge Gas Distribution Inc. - Model Franchise Agreement for Provision of Natural Gas within Peel Region and Use of Regional Highways for Gas Pipelines", be approved in form and substance, and be submitted to the Ontario Energy Board for approval pursuant to the provisions of Section 9 of the *Municipal Franchises Act*;

And further, that the Ontario Energy Board be requested to make an order dispensing with the assent of municipal electors to the By-law pursuant to the provisions of Section 9(4) of the *Municipal Franchises Act*, under application made by Enbridge Gas Distribution Inc. ("Enbridge") at its own expense;

And further, that following receipt of the necessary approval of the By-law by the Ontario Energy Board, the By-law in the form attached as Appendix I to the subject report, be presented to Regional Council for enactment;

And further, that the Regional Clerk, or other approved signing officers be authorized to execute the Franchise Agreement in a form substantially similar to the form attached as Appendix I to the subject report, and as approved for execution by the Regional Solicitor, following approval of same by the Ontario Energy Board.

Carried

2014-352

THE CORPORATION OF THE REGION OF PEEL (“CORPORATION”)

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

**A BY-LAW TO AUTHORIZE A FRANCHISE AGREEMENT  
BETWEEN THE CORPORATION AND  
ENBRIDGE GAS DISTRIBUTION INC.**

---

**WHEREAS** the Council of the Corporation deems it expedient to enter into the attached franchise agreement with Enbridge Gas Distribution Inc.;

**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 for in the attached 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 BE IT ENACTED:**

1. That the attached franchise agreement between the Corporation and Enbridge Gas Distribution Inc. is hereby authorized and the franchise provided for therein is hereby granted.
2. That the Mayor and the Clerk are hereby authorized and instructed on behalf of the Corporation to enter into and execute under its corporate seal and deliver the aforesaid agreement, which agreement is hereby incorporated into and shall form part of this By-law.

**Read the first and second time this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Reeve

**Read the third time and ENACTED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Reeve

## Model Franchise Agreement

THIS AGREEMENT effective this       day of       , 20       .

BETWEEN: The Corporation of the Region of Peel 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;
- 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 REGION OF PEEL

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

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

Duly Authorized Officer

ENBRIDGE GAS DISTRIBUTION INC.

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

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

DATED this                      day of                      , 20                      .

THE CORPORATION OF THE  
REGION OF PEEL

- and -

ENBRIDGE GAS DISTRIBUTION INC.

FRANCHISE AGREEMENT

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

Attention: Regulatory Affairs Department