



uniongas

An Enbridge Company

February 5, 2018

Ms. Kirsten Walli
Board Secretary
Ontario Energy Board
2300 Yonge Street, 27th Floor
Toronto, ON M4P 1E4

Dear Ms. Walli:

**Re: Franchise Agreement and Certificate of Public Convenience and Necessity
Town of South Bruce Peninsula - Board File No. EB-2017-0126**

Further to the Board's Letter of Direction dated January 26, 2018 and Union's updated application dated February 2, 2018, enclosed is my Affidavit of Service and Publication for the updated application in regard to the above-noted proceeding.

Yours truly,

[Original signed by]

Gary Collins
Regulatory Research Analyst
Regulatory Research and Records

Encl.

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 Union Gas Limited for an Order approving the terms and conditions upon which, and the period for which the Corporation of the Town of South Bruce Peninsula is, by by-law, to grant to Union Gas Limited the right to construct and operate works for the distribution, transmission and storage of natural gas and the right to extend and add to the works in the Town of South Bruce Peninsula.

AND IN THE MATTER OF an Application by Union Gas Limited for an Order directing and declaring that the assent of the municipal electors of the Town of South Bruce Peninsula to the by-law is not necessary.

-: AFFIDAVIT OF SERVICE:-

I, Gary Collins, of the Municipality of Southwest Middlesex, in the Province of Ontario, make oath and say as follows:

1. I am an employee in the Head Office of Union Gas Limited, the Applicant in the matter referred to in the preamble to this my Affidavit and I have personal knowledge of the matters herein deposed to.
2. By Courier, at Chatham, Ontario, on February 5, 2018, I did cause to be sent to the Town of South Bruce Peninsula a true copy of the Notice of Hearing issued by the Board on January 26, 2018, to the above preamble and a covering letter, attached hereto as Exhibit "A".
3. Pursuant to the January 26, 2018, Letter of Direction, attached hereto and marked as Exhibit "B" is a print screen providing proof of information posted to the Union Gas Limited website on February 5, 2018 for public review at <http://www.uniongas.com/aboutus/regulatory/franchises>
4. I make this Affidavit in good faith and for no improper purpose.

SWORN BEFORE ME, at the)
Municipality of Chatham-Kent)
in the Province of Ontario,)
this 5th day of February , 2018)

[Original Signed By]
Gary Collins

[Original Signed By]
A Commissioner, etc.



uniongas

An Enbridge Company

THIS IS EXHIBIT "A" TO THE AFFIDAVIT
OF Gary Collins
SWORN BEFORE ME THIS 5 DAY OF
FEBRUARY 20 18

[Original signed by]
A COMMISSIONER, ETC.

February 5, 2018

Angie Cathrae, Manager of Legislative Services/Clerk
Town of South Bruce Peninsula
315 George Street
Warton, ON N0H 2T0

Dear Ms. Cathrae:

**RE: Notice of Application
Franchise Agreement and Certificate of Public Convenience and Necessity
The Corporation of the Town of South Bruce Peninsula
Ontario Energy Board File Number: EB-2017-0126**

In accordance with instructions set out by the Ontario Energy Board’s Letter of Direction dated January 26, 2018, Union Gas now serves upon you a copy of the Notice of Application together with a copy of the relevant updated Application for approval of the Franchise Agreement between Union and the Town of South Bruce Peninsula and the related Certificate of Public Convenience and Necessity. The application has been updated to include a customer density map and a more detailed location map of the municipality.

Please replace and discard the version of the application sent to you on January 29, 2018. The Ontario Energy Board will be arranging for publication of this Notice of Application in the *Warton Echo* on February 6, 2018.

Yours very truly,

[Original signed by]

Patrick McMahon
Manager, Regulatory Research and Records
pmcmahon@uniongas.com
(519) 436-5325

Encl.

ONTARIO ENERGY BOARD NOTICE

Union Gas Limited has applied for approval of a natural gas franchise agreement with the Corporation of the Town of South Bruce Peninsula.

Learn more. Have your say.

Union Gas Limited has applied to the Ontario Energy Board for:

1. The approval of a natural gas franchise agreement with the Corporation of the Town of South Bruce Peninsula which would grant to Union Gas Limited the right to build, operate and add to the natural gas distribution system and to distribute, store and transmit natural gas for a period of 20 years.
2. An order that the agreement of the municipal voters of the Corporation of the Town of South Bruce Peninsula is not required in relation to granting the natural gas franchise agreement.
3. An order cancelling the existing certificates of public convenience and necessity for the former Town of Wiarton, the former Village of Hepworth and the former Township of Amabel within the Corporation of the Town of South Bruce Peninsula and replacing them with a single certificate of public convenience and necessity for the amalgamated Corporation of the Town of South Bruce Peninsula.

THE ONTARIO ENERGY BOARD IS HOLDING A PUBLIC HEARING

The Ontario Energy Board (OEB) will hold a public hearing to consider Union Gas' requests. At the end of this hearing, the OEB will decide whether to grant Union Gas' requests.

The OEB is an independent and impartial public agency. We make decisions that serve the public interest. Our goal is to promote a financially viable and efficient energy sector that provides you with reliable energy services at a reasonable cost.

CERTIFICATES OF PUBLIC CONVENIENCE AND NECESSITY

In order to distribute natural gas in Ontario, a person must comply with the requirements of the *Municipal Franchises Act*. This Act requires that a person that intends to distribute natural gas within a municipality must first receive approval from the OEB, in the form of a certificate of public convenience and necessity. Where the OEB has issued a certificate for an area but there is currently no natural gas distribution service, another person can apply for a certificate to serve that area.

BE INFORMED AND HAVE YOUR SAY

You have the right to information regarding this application and to be involved in the process.

- You can review the application filed by Union Gas on the OEB's website now.
- You can file a letter with your comments, which will be considered during the hearing.
- You can become an active participant (called an intervenor). Apply by **February 20, 2018** or the hearing will go ahead without you and you will not receive any further notice of the proceeding.
- At the end of the process, review the OEB's decision and its reasons on our website.

The OEB does not intend to provide for an award of costs for this hearing.

LEARN MORE

Our file number for this case is **EB-2017-0126**. To learn more about this hearing, find instructions on how to file letters or become an intervenor, or to access any document related to this case, please enter the file number **EB-2017-0126** on the OEB website: www.oeb.ca/participate. You can also phone our Consumer Relations Centre at 1-877-632-2727 with any questions.

ORAL VS. WRITTEN HEARINGS

There are two types of OEB hearings – oral and written. The OEB intends to proceed with this application by way of a written hearing. If you think an oral hearing is needed, you can write to the OEB to explain why by **February 20, 2018**.

PRIVACY

If you write a letter of comment, your name and the content of your letter will be put on the public record and the OEB website. However, your personal telephone number, home address and email address will be removed. If you are a business, all your information will remain public. If you apply to become an intervenor, all information will be public.

This hearing will be held under sections 8, 9(3) and 9(4) of the Municipal Franchises Act, R.S.O. 1990, c.M.55





uniongas

An Enbridge Company

February 2, 2018

Ms. Kirsten Walli
Board Secretary
Ontario Energy Board
2300 Yonge Street, 27th Floor
Toronto, ON M4P 1E4

Dear Ms. Walli:

**Re: The Corporation of the Town of South Bruce Peninsula
Franchise Agreement and Certificate of Public Convenience and Necessity
OEB File No. EB-2017-0126**

Attached is an updated Application by Union Gas Limited for Orders of the Board with respect to a Franchise Agreement and a Certificate of Public Convenience and Necessity with the Town of South Bruce Peninsula. The Application has been updated to include a customer density map and a more detailed location map for the municipality.

As was noted in the original application dated March 7, 2017, an agreement has been reached between Union and the Town of South Bruce Peninsula with regards to the terms and conditions of the proposed Franchise Agreement.

Should you have any questions, please do not hesitate to contact me. I look forward to receipt of your instructions.

Yours truly,

[Original signed by]

Patrick McMahon
Manager, Regulatory Research and Records
pmcmahon@uniongas.com
(519) 436-5325

Encl.

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 Union Gas Limited for an Order approving the terms and conditions upon which, and the period for which, the Corporation of the Town of South Bruce Peninsula is, by by-law, to grant to Union Gas Limited the right to construct and operate works for the distribution, transmission and storage of natural gas and the right to extend and add to the works in the Town of South Bruce Peninsula;

AND IN THE MATTER OF an Application by Union Gas Limited for an Order directing and declaring that the assent of the municipal electors of the Town of South Bruce Peninsula to the by-law is not necessary.

AND IN THE MATTER OF an Application by Union Gas Limited for an Order cancelling and superseding the existing Certificates of Public Convenience and Necessity held by Union Gas Limited for the former municipalities within the Town of South Bruce Peninsula and replacing them with a single Certificate of Public Convenience and Necessity for the amalgamated Corporation of the Town of South Bruce Peninsula.

APPLICATION (Updated)

1. Union Gas Limited ("Union"), a regulated public utility, is a corporation incorporated under the laws of the Province of Ontario, with its head office at the Municipality of Chatham-Kent, in the Province of Ontario.
2. The Corporation of the Town of South Bruce Peninsula ("Municipality") is a municipal corporation incorporated under the laws of the Province of Ontario. Attached hereto and marked as Schedules "A1", "A2" and "A3" are maps showing the location of the Municipality as well as customer density within the Municipality.
3. Union applied to the Council of the Municipality for a franchise permitting Union to construct and operate works for the distribution, transmission and storage of natural gas and the right to extend and add to the works in the Town of South Bruce Peninsula.
4. On February 7, 2017, the Council of the Municipality gave approval to the form of a Franchise Agreement in favour of Union and authorized Union to apply to the Ontario Energy Board for approval of the terms and conditions upon which and the period for which the Franchise Agreement is proposed to be granted.

5. Attached hereto as Schedule "B" are copies of the Resolutions of the Council of the Municipality approving the form of the proposed Franchise Agreement and requesting the Ontario Energy Board to direct and declare that the assent of the municipal electors is not necessary.
6. Attached hereto as Schedule "C" is the form of By-law No. 07-2017 following first and second readings authorizing a Franchise Agreement between the Municipality and Union and a copy of the proposed Franchise Agreement.
7. On January 1, 1999, the former Town of Wiarton, the former Village of Hepworth, the former Township of Amabel and the former Township of Albemarle were amalgamated to the form the Town of South Bruce Peninsula by Minister's Order.
8. Union has Franchise Agreements with the former Town of Wiarton (E.B.A. 774 which expires June 23, 2017), the former Village of Hepworth (E.B.A. 777 which expires July 7, 2017) and the former Township of Amabel (E.B.A. 780 which expires July 22, 2017). Union does not have a franchise agreement with the former Township of Albemarle.
9. Union also has Certificates of Public Convenience and Necessity for the former Town of Wiarton (E.B.C. 258 dated June 4, 1997), the former Village of Hepworth (E.B.C. 261 dated June 4, 1997) and the former Township of Amabel (E.B.C. 264 dated June 4, 1997) granting Union the right to construct works to supply natural gas within the said municipalities. Union does not have a Certificate of Public Convenience and Necessity for the former Township of Albemarle.
10. Union does not currently provide natural gas service within the geographic boundaries of the former Township of Albemarle. Union has main pipeline that ends roughly 3 kilometres south of the boundary of the former Township of Albemarle. Union is proposing that a Certificate be issued for all of the Town of South Bruce Peninsula to match the agreed-upon Franchise Agreement.
11. Union has Certificates and Franchise Agreements for the Township of Georgian Bluffs, the Municipality of Arran-Elderslie and the Township of Chatsworth which are immediately adjacent to the Municipality. There are no other natural gas distributors in the area.
12. The proposed Franchise Agreement covers the same territory as that covered by the existing Franchise Agreements, plus the former Township of Albemarle.
13. The proposed Franchise Agreement is in the form of the 2000 Model Franchise Agreement with no amendments and is for a term of twenty (20) years.
14. The address of the Municipality is as follows:

Town of South Bruce Peninsula
315 George Street
Warton, ON N0H 2T0
Attention: Angie Cathrae, Manager of Legislative Services/Clerk
Telephone: (519) 534-1400 ext. 122
Email: sbpen@bmts.com

The address for Union's district office is:

Union Gas Limited
603 Kumpf Drive P.O. Box 340
Waterloo, ON N2J 4A4
Attention: Murray Costello, District Manager, Waterloo/Brantford
Telephone: (519) 885-7425
Email: mcostello@uniongas.com

15. The English language newspaper having the highest circulation in the Town of South Bruce Peninsula is the Warton Echo. This is the newspaper used by the Municipality for its notices.
16. Union now applies to the Ontario Energy Board for:
 - (a) an Order under s.9(3) approving the terms and conditions upon which, and the period for which, the Municipality is, by by-law, to grant Union Gas the right to construct and operate works for the distribution, transmission and storage of natural gas and the right to extend and add to the works; and
 - (b) an Order pursuant to s.9(4) directing and declaring that the assent of the municipal electors of the Municipality is not necessary for the proposed franchise by-law under the circumstances.
 - (c) an Order pursuant to s.8 cancelling and superseding the existing Certificates of Public Convenience and Necessity held by Union Gas Limited for the former municipalities within the Town of South Bruce Peninsula and replacing them with a single Certificate of Public Convenience and Necessity for the amalgamated Corporation of the Town of South Bruce Peninsula.

DATED at the Municipality of Chatham-Kent, in the Province of Ontario this 2nd day of February, 2018.

UNION GAS LIMITED

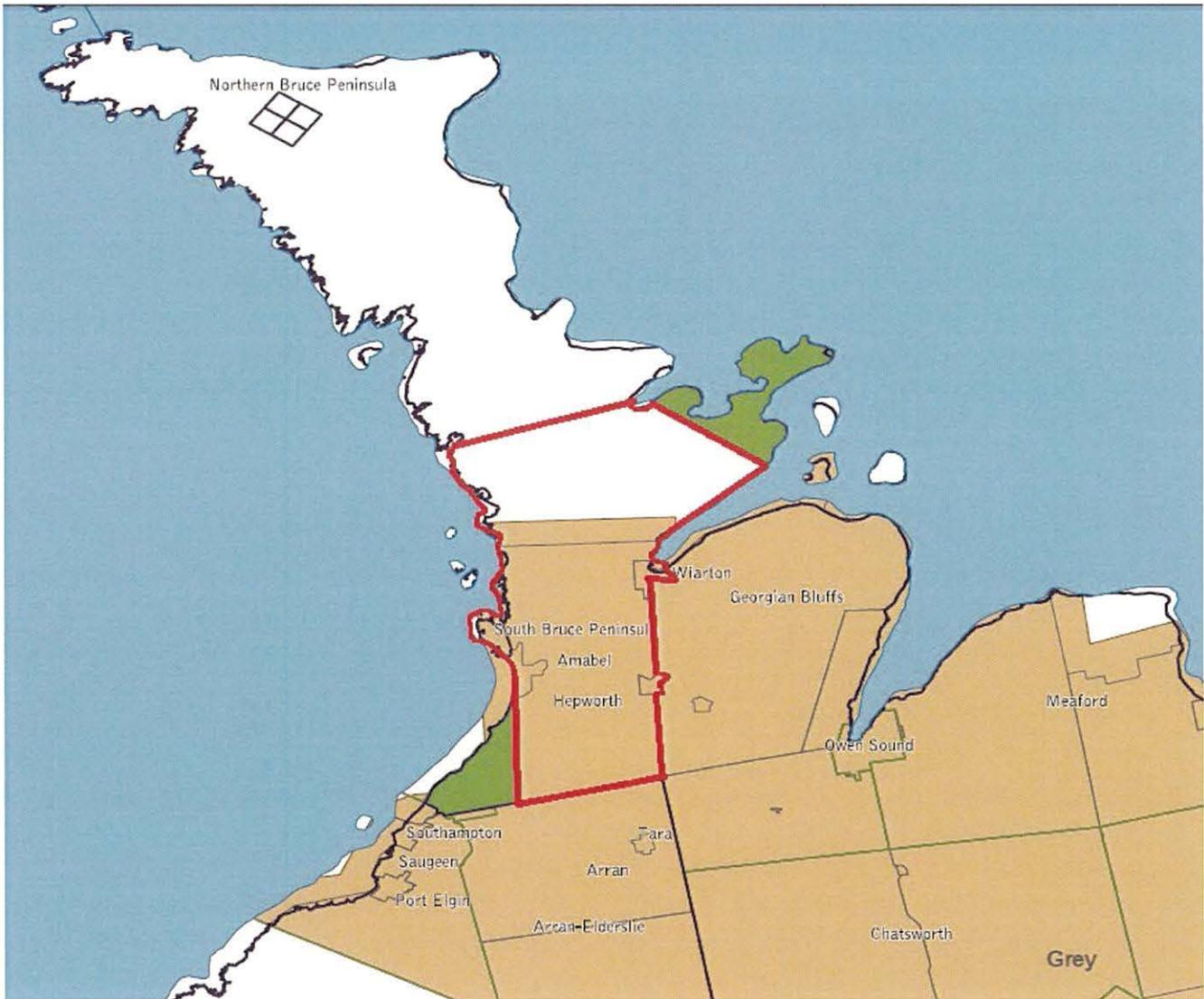
[Original signed by]

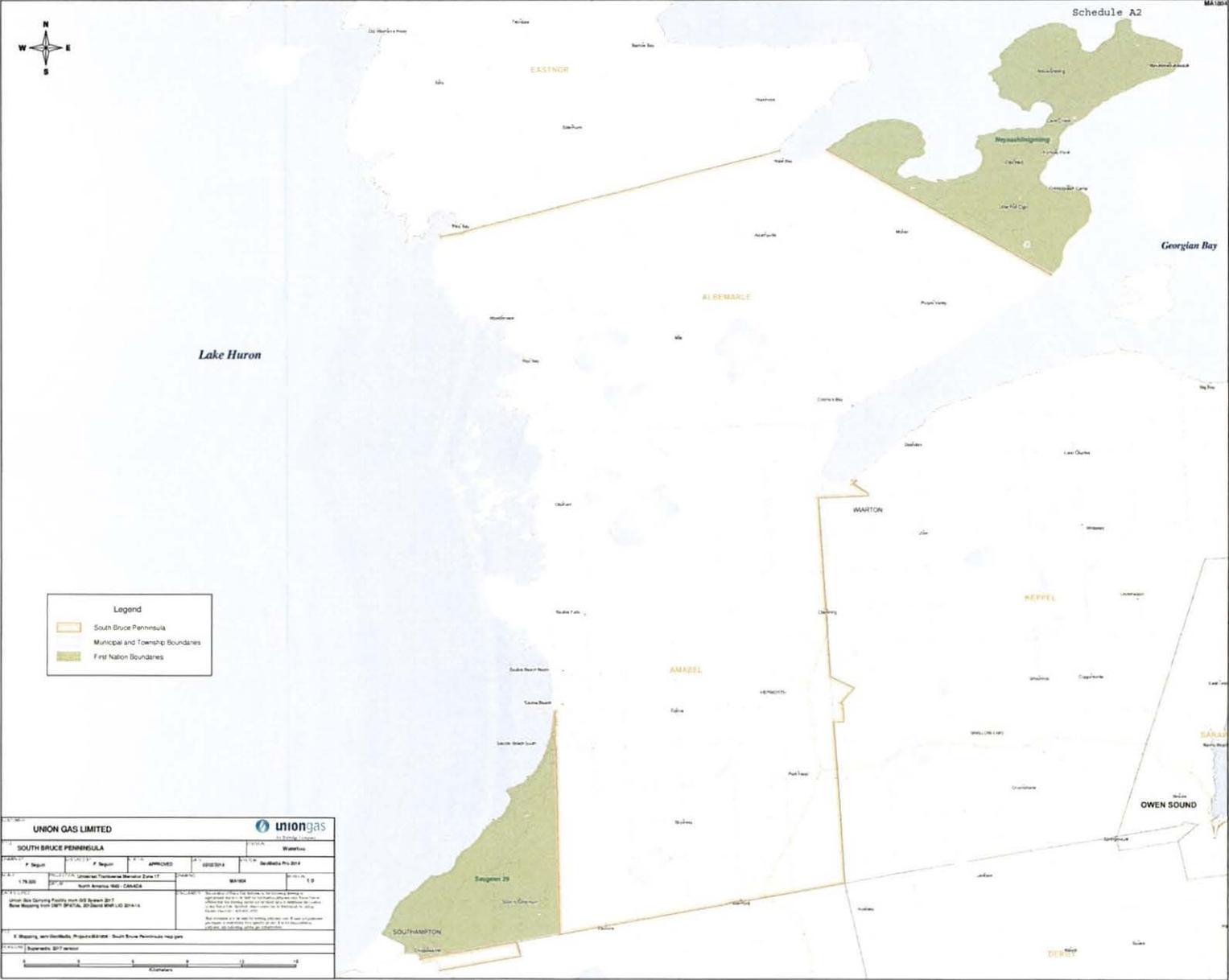
Patrick McMahon
Manager, Regulatory Research and Records

Comments respecting this Application should be directed to:

Mr. Patrick McMahon
Manager, Regulatory Research and Records
Union Gas Limited
50 Keil Drive North
Chatham, ON N7M 5M1
pmcmahon@uniongas.com
Telephone: (519) 436-5325

Schedule "A1"





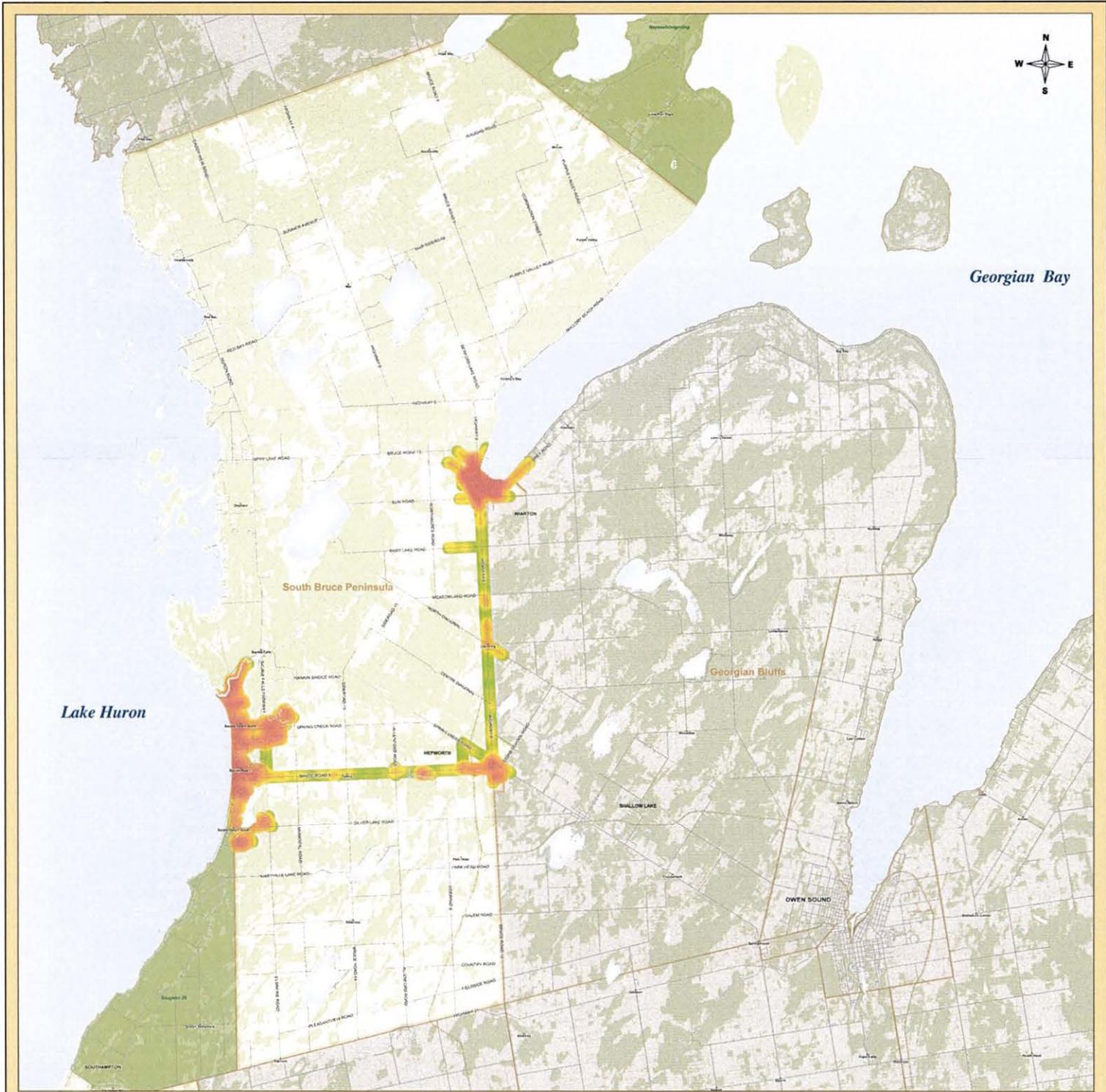
Lake Huron

Georgian Bay

Legend

- South Bruce Peninsula
- Municipal and Township Boundaries
- First Nation Boundaries

UNION GAS LIMITED			
SOUTH BRUCE PENINSULA		Waterloo	
Project No. 176.00	Project Name: South Bruce Peninsula Hydrogen	Project No. 176.00	Project Name: South Bruce Peninsula Hydrogen
<p>UNION GAS LIMITED, 1000 SHEPPARD AVENUE EAST, SUITE 100, SCARBOROUGH, ONTARIO M1S 1T7</p> <p>UNION GAS LIMITED, 1000 SHEPPARD AVENUE EAST, SUITE 100, SCARBOROUGH, ONTARIO M1S 1T7</p>		<p>UNION GAS LIMITED, 1000 SHEPPARD AVENUE EAST, SUITE 100, SCARBOROUGH, ONTARIO M1S 1T7</p> <p>UNION GAS LIMITED, 1000 SHEPPARD AVENUE EAST, SUITE 100, SCARBOROUGH, ONTARIO M1S 1T7</p>	
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Georgian Bay

Lake Huron

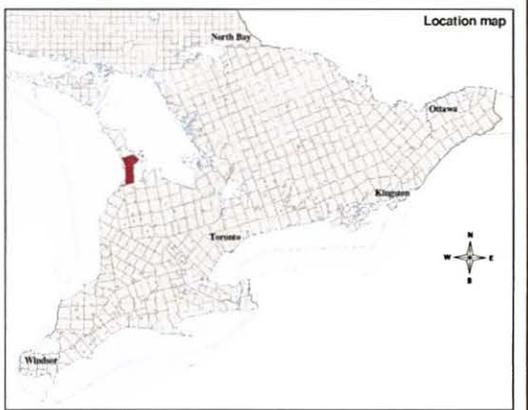
Town of South Bruce Peninsula

Legend

-  Union Gas Pipeline Coverage Area
-  Town of South Bruce Peninsula
-  Roads
-  Railway
-  Municipal and Township Boundaries
-  First Nation Boundaries



Disclaimer:
 The map is provided with no warranty express or implied and is subject to change at any time. Any Person using the Density Map shall do so at its own Risk and the Density Map is not intended in any way As a tool to locate underground infrastructure for the purposes of excavation





**Excerpt from Council Meeting Minutes –
February 7, 2017**

30. By-Laws – First and Second Reading

Councillor Jackson declared a pecuniary interest, moved away from the table and did not participate in discussion or voting. **Time 1:56 pm**

R-58-2017

It was **Moved** by A. Vukovic, **Seconded** by C. Gammie and **Carried**

That the following by-laws be read a first and second time:

By-Law 06-2017 Being a By-Law to Assume Blk D PI 625, South Bruce Peninsula PIN 33149-0229 (LT) and Blk C PI 625 Except R140211, South Bruce Peninsula PIN 33149-0230 (LT) into the Municipal Road System

By-Law 07-2017 A By-Law to Authorize the Mayor and Clerk to Sign a Franchise Agreement between the Corporation of the Town of South Bruce Peninsula and Union Gas Limited

Councillor Jackson returned to the meeting table

Time 1:57 pm

Jane Jackson
Mayor

Angela Culliva
Clerk



Excerpt from Council Meeting Minutes – February 7, 2017

22. CLK11-2017 Union Gas Limited Franchise Agreement

Councillor Jackson declared a pecuniary interest, moved away from the table and did not participate in conversation. Time 1:09 pm

R-52-2017

It was **Moved** by A. Vukovic, **Seconded** by C. Gammie and **Carried**

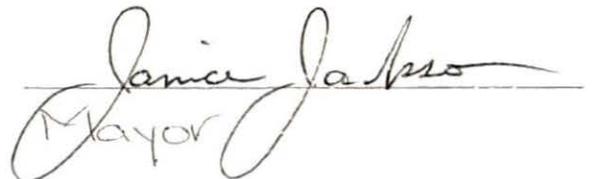
That Council approves the form of draft by-law and Franchise Agreement between the Corporation of the Town of South Bruce Peninsula and Union Gas Limited;

And that Council authorizes the submission of the by-law and Franchise Agreement to the Ontario Energy Board for approval pursuant to the provisions of Section 9 of the Municipal Franchise Act;

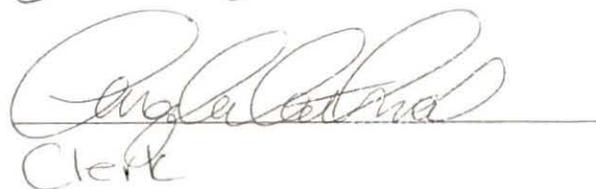
And further that Council requests that the Ontario Energy Board make an Order declaring and directing that the assent of the municipal electors to the by-law and Franchise Agreement pertaining to the Corporation of the Town of South Bruce Peninsula is not necessary pursuant to the provisions of Section 9(4) of the Municipal Franchise Act.

Councillor Jackson returned to the table

Time 1:11 pm



Mayor



Clerk

The Corporation of the Town of South Bruce Peninsula

By-Law Number 07-2017

**A By-Law to Authorize the Mayor and Clerk to
Sign a Franchise Agreement between the
Corporation of the Town of South Bruce
Peninsula and Union Gas Limited**

Whereas Section 8 of the Municipal Act, 2001, Chapter 25, as amended, provides that Section 8 shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

And whereas Section 9 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas the Ontario Energy Board by its Order issued pursuant to the Municipal Franchise Act on the _____ day of _____, 20____ has approved the terms and conditions upon which and the period for which the franchise provided in the Franchise Agreement is proposed to be granted and has declared and directed that the assent of the municipal electors in respect of this by-law is not necessary;

And whereas the Town deems it expedient to enter into a franchise agreement with Union Gas Limited.

Now therefore the Corporation of the Town of South Bruce Peninsula enacts as follows:

1. **That** the Franchise Agreement between the Corporation of the Town of South Bruce Peninsula and Union Gas Limited attached hereto and forming part of this by-law is hereby authorized and the franchise provided for therein is hereby granted.
2. **That** the Mayor and Clerk be and they are hereby authorized and instructed on behalf of the Corporation of the Town of South Bruce Peninsula to enter into and execute under its corporate seal and deliver the Franchise Agreement which is hereby incorporated into and forming part of this by-law.
3. **That** the following by-laws be and the same are hereby repealed:

By-Law 54-96 for the former Corporation of the Township of Amabel, passed in Council on the 22nd day of July, 1997;

By-Law 1996.31 for the former Corporation of the Town of Wiarton, passed in Council on the 23rd day of July, 1997; and

By-Law 7-96 for the former Corporation of the Village of Hepworth, passed in Council on the 7th day of July, 1997.

4. **That** this by-law shall come into force and take effect as of the final passing thereof.

Read a first and second time this 7th day of February, 2017.

_____ Mayor

_____ Clerk

Read a third time and finally passed this _____ day of _____, 2017.

_____ Mayor

_____ Clerk

2000 Model Franchise Agreement

THIS AGREEMENT effective this day of , 20

BETWEEN:

THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA

hereinafter called the "Corporation"

- and -



uniongas

LIMITED

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 of 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 therefore 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. Other Conditions

None.

19. **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
SOUTH BRUCE PENINSULA**

Per:

Janice Jackson, Mayor

Per:

Angie Cathrae, Clerk

UNION GAS LIMITED

Per:

David G. Simpson, Vice President
Regulatory, Lands and Public Affairs

Per:

Tanya Mushynski, Assistant Secretary

THIS IS EXHIBIT "B" TO THE AFFIDAVIT
OF GARY COLEMAN
SWORN BEFORE ME THIS 5 DAY OF
FEBRUARY 20 18
[ORIGINAL SIGNED BY]
A COMMISSIONER, ETC.

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Franchises

EB-2017-0108 - Overlapping Certificates of Public Convenience and Necessity

- [Application](#)
- [Notice of Application \(English\)](#)
- [Notice of Application \(French\)](#)

EB-2017-0126 - Town of South Bruce Peninsula

- [Application](#)
- [Notice of Application](#)

EB-2017-0198 - Town of Saugeen Shores

- [Application](#)
- [Notice of Application](#)

EB-2017-0367 - Township of Black River-Matheson

- [Application](#)
- [Notice of Application \(English\)](#)
- [Notice of Application \(French\)](#)

EB-2017-0368 - Township of Bonfield