



Lorraine Chiasson  
Regulatory Coordinator  
Regulatory Affairs

tel 416-495-5499  
fax 416-495-6072  
EGDRegulatoryProceedings@enbridge.com

Enbridge Gas Distribution  
500 Consumers Road  
North York, Ontario M2J 1P8  
Canada

February 8, 2018

**VIA COURIER, EMAIL, RESS**

Ms. Kirsten Walli  
Board Secretary  
Ontario Energy Board  
2300 Yonge Street  
Suite 2700  
Toronto, ON  
M4P 1E4

**Re: Enbridge Gas Distribution Inc.  
Affidavit of Service for a Franchise Agreement with  
the Corporation of the Township of Tiny  
Board File Number: EB-2017-0352**

Pursuant to the Ontario Energy Board's Letter of Direction dated February 6, 2018, enclosed is my Affidavit of Service on behalf of Enbridge Gas Distribution Inc. with respect to the franchise agreement renewal for the Township of Tiny.

Please contact the undersigned if you have any questions.

Yours truly,

[original signed]

Lorraine Chiasson  
Regulatory Coordinator

# 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 Township of Tiny.

## AFFIDAVIT OF SERVICE AND PUBLICATION

I, LORRAINE CHIASSON, of the City of Oshawa make oath and say as follows:

1. I am in the employ of Enbridge Gas Distribution Inc. ("Enbridge") and as such have knowledge of the matters hereinafter deposed to.
2. Pursuant to the February 6, 2018 Letter of Direction I caused to be served by email on February 6, 2018, a copy of the Board's Notice of Application and Hearing ("Notice"), together with a copy of the Application and Evidence, on the Clerk of the Township of Tiny.
3. Attached as Exhibit "A" please find a copy of the aforesaid English Notice.
4. Attached as Exhibit "B" is a copy of the aforesaid French Notice.
5. Attached as Exhibit "C" is a copy of Enbridge's covering letter, Application and Evidence.
6. Attached as Exhibit "D" is a copy of the courier confirmation of service.
7. In accordance with the Letter of Direction, I caused a copy of the Notice to be placed in a prominent place on Enbridge's website. Attached as Exhibit "E" is a proof of the information posted to Enbridge's website.

Sworn before me in the City of Toronto, )  
this 8<sup>th</sup> day of February 2018 )

)  
)  
)  
)

[original signed]

---

Lorraine Chiasson

[original commissioned by L. Austin]

# Enbridge Gas Distribution Inc. has applied to renew its natural gas franchise agreement with the Corporation of the Township of Tiny.

**Learn more. Have your say.**

**Enbridge Gas Distribution Inc. has applied to the Ontario Energy Board for:**

- 1. The renewal of a natural gas franchise agreement with the Corporation of the Township of Tiny which would grant to Enbridge Gas Distribution Inc. the right to build, operate and add to the 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 Township of Tiny is not required in relation to renewing the natural gas franchise agreement.**

## THE ONTARIO ENERGY BOARD IS HOLDING A PUBLIC HEARING

The Ontario Energy Board (OEB) will hold a public hearing to consider Enbridge Gas' requests. At the end of this hearing, the OEB will decide whether to grant Enbridge 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 Enbridge 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 **March 5, 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-2017-0352**. 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-2017-0352** on the OEB website:

**[www.oeb.ca/participate](http://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 **March 5, 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 9(3) and 9(4) of the Municipal Franchises Act, R.S.O. 1990, c.M.55*



Ontario

Ontario Energy Board Commission de l'énergie de l'Ontario

# AVIS DE LA COMMISSION DE L'ÉNERGIE DE L'ONTARIO

**Enbridge Gas Distribution Inc. a déposé une requête en vue de renouveler son contrat de franchisage de gaz naturel avec la Corporation of the Township of Tiny.**

**Soyez mieux renseigné. Donnez votre opinion.**

**Enbridge Gas Distribution Inc. a déposé une requête auprès de la Commission de l'énergie de l'Ontario en vue de se voir accorder :**

- 1. le renouvellement d'un contrat de franchisage avec la Corporation of the Township of Tiny, qui conférerait à Enbridge Gas Distribution Inc. le droit de construire, d'exploiter et d'élargir le réseau de distribution de gaz naturel, et de distribuer, d'entreposer et de transporter du gaz naturel pendant une période de 20 ans;**
- 2. une ordonnance stipulant qu'Enbridge Gas n'aurait pas besoin de l'accord des électeurs de la Corporation of the Township of Tiny pour renouveler son contrat de franchisage;**

## LA COMMISSION DE L'ÉNERGIE DE L'ONTARIO TIENDRA UNE AUDIENCE PUBLIQUE

La Commission de l'énergie de l'Ontario (CEO) tiendra une audience publique en vue d'examiner la demande d'Enbridge Gas. À la fin de cette audience, la CEO décidera d'accorder ou non les requêtes d'Enbridge Gas.

La CEO est un organisme public indépendant et impartial. Elle rend des décisions qui servent l'intérêt public. Son but est de promouvoir un secteur d'énergie viable et rentable financièrement qui vous offre des services énergétiques fiables à un coût raisonnable.

## CERTIFICATS D'UTILITÉ ET DE NÉCESSITÉ PUBLIQUE

Afin de distribuer du gaz naturel en Ontario, une personne doit se conformer aux exigences de la *Loi sur les concessions municipales*. Cette loi stipule qu'une personne qui compte distribuer du gaz naturel dans une municipalité doit d'abord recevoir l'approbation de la CEO, sous forme d'un certificat d'intérêt et de nécessité. Lorsque la Commission a délivré un certificat pour une région où il n'y a pas de service de distribution, une autre personne peut faire une demande en vue d'obtenir un certificat pour desservir cette région.

## SOYEZ RENSEIGNÉ ET DONNEZ VOTRE OPINION

Vous avez le droit de recevoir des renseignements concernant cette requête et de participer au processus.

- Vous pouvez consulter dès maintenant la requête d'Enbridge Gas sur le site Web de la CEO.
- Vous pouvez présenter par écrit des observations qui seront examinées durant l'audience.
- Vous pouvez participer activement à l'audience (à titre d'intervenant). Inscrivez-vous d'ici le **5 mars 2018** sinon l'audience sera entamée sans votre participation et vous ne recevrez aucun autre avis concernant cette instance.
- Vous pourrez passer en revue la décision rendue par la CEO et ses raisons sur le site Web à la fin du processus.

La CEO n'a pas l'intention de présenter une attribution de frais en statuant sur cette demande.

## SOYEZ MIEUX RENSEIGNÉ

Le numéro de ce dossier est **EB-2017-0352**. Pour en savoir plus sur cette audience, sur les démarches à suivre pour présenter des lettres ou pour devenir un intervenant, ou encore pour accéder aux documents concernant ce dossier, veuillez inscrire le numéro de dossier **EB-2017-0352** sur le site Web de la CEO : **[www.oeb.ca/fr/participez](http://www.oeb.ca/fr/participez)**. Vous pouvez également adresser vos questions à notre centre de relations aux consommateurs, au 1 877 632-2727.

## AUDIENCES ÉCRITES OU ORALES

Il existe deux types d'audiences à la CEO : orale et écrite. La CEO compte traiter cette requête lors d'une audience écrite. Si vous croyez qu'une audience orale doit avoir lieu, vous pouvez écrire à la CEO pour exprimer votre opinion au plus tard le **5 mars 2018**.

## CONFIDENTIALITÉ

*Si vous présentez une lettre de commentaires, votre nom et le contenu de votre lettre seront versés au dossier public et publiés sur le site Web de la CEO. Toutefois, votre numéro de téléphone, votre adresse personnelle et votre adresse courriel seront gardés confidentiels. Si vous êtes une entreprise, tous vos renseignements demeureront accessibles au public. Si vous faites une requête de statut d'intervenant, tous vos renseignements seront du domaine public.*

*Cette audience sera tenue en vertu des paragraphes 9 (3) et 9 (4) de la Loi sur les concessions municipales, L.R.O. 1990, chap. M.55.*



Ontario

Ontario Energy Board Commission de l'énergie de l'Ontario



Stephanie Allman  
Regulatory Coordinator  
Regulatory Affairs

tel 416-495-5499  
fax 416-495-6072  
EGDRegulatoryProceedings@enbridge.com

Enbridge Gas Distribution  
500 Consumers Road  
North York, Ontario M2J 1P8  
Canada

**VIA COURIER AND RESS**

November 27, 2017

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 the Renewal of the Franchise Agreement  
Township of Tiny**

---

As the Franchise Agreement between the Township of Tiny and Enbridge is set to expire on March 9, 2018, Enbridge wishes to apply to the Ontario Energy Board (the "Board") for an order granting approval of a new franchise agreement for the Township of Tiny.

Enclosed please find two paper copies of the following:

- The aforementioned application;
- Schedule A – A map showing the location of the Township of Tiny;
- Schedule B – The Certificate of Public Convenience and Necessity for the Township of Tiny dated May 12, 1958;
- Schedule C – The current Township of Tiny By-Law 98-28 and Franchise Agreement dated March 9, 1998;
- Schedule D – The signed Resolution from the Township of Tiny;
- Schedule E – The Draft By-Law, and Model Franchise Agreement.

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

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

Ms. Kirsten Walli  
Page 2 of 2

The contact information for this matter follows below:

Township of Tiny  
130 Balm Beach Rd.  
Tiny, Ontario  
L0L 2J0  
Tel: (705) 526-4202  
Fax: (705) 526-2372  
**Attn: Doug Luker**  
**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: EGDRRegulatoryProceedings@Enbridge.com  
**Attn: Guri Pannu**  
**Legal Counsel, Regulatory**

Enbridge Gas Distribution Inc.  
500 Consumers Road  
Toronto, Ontario M2J 1P8  
Tel: (416) 758-7958  
**Attn: Mark Wilson**  
**Sr Advisor Municipal Affairs**

Sincerely,

(Original Signed)

Stephanie Allman  
Regulatory Coordinator

Attachment

cc: Doug Luker – Township of Tiny  
Guri Pannu – EGD, Legal Counsel, Regulatory  
Mark Wilson – EGD, Sr. Advisor, Municipal Affairs

EB-2017-

**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 renewing the term of  
the right to build, operate and add to the natural gas  
distribution system and to distribute, store and transmit  
natural gas, in the Township of Tiny.

**APPLICAITON**

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 Township of Tiny ("Corporation") is a municipal Ontario corporation with its head office at 130 Balm Beach Rd., Tiny Ontario, L0L 2J0. The Corporation's Clerk is Mr. Doug Luker.
3. Attached hereto and marked as Schedule "A" is a map showing the geographical location of the Township of Montague ("Municipality"). Enbridge currently serves approximately 5970 billed customers in the Corporation.
4. 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 current By-law 98-28 and Franchise Agreement dated March 9, 1998.
5. The Applicant possesses one Certificate of Public Convenience and Necessity ("Certificate") for the geographical area of the Township of Tiny. Attached hereto and marked as Schedule "C" is the Certificate of Public Convenience and Necessity for the Township of Tiny (F.B.C. 242) dated May 12, 1958.
6. The Applicant wishes to renew its municipal gas franchise with the Corporation and to continue serving the Municipality in accordance with the Certificate. The Applicant respectfully submits that it is in the public interest to do so. Attached hereto and marked as Schedule "D" is the resolution.
7. Finally, attached and hereto and marked as Schedule "E" is the draft of the Corporation's by-law granting to the Applicant the franchise renewal, and a copy of

the model franchise agreement between the Applicant and the Corporation (“the Agreement”).

8. The Applicant wishes to renew its municipal gas franchise with the Corporation and continue serving the Municipality in accordance with the Certificate in the form of the Ontario Energy Board (“Board”) approved 2000 Model Franchise Agreement, with no amendments for a term of twenty years.
9. The Applicant hereby applies to the Board for pursuant to Section 9 of the Municipal Franchises Act, R.S.O. c. M.55, for:
  - i. an order renewing the term of the right to build, operate and add to the natural gas distribution system and to distribute, store and transmit natural gas, in the Township of Tiny.
  - 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.
10. 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 24<sup>th</sup> day of November, 2017.

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

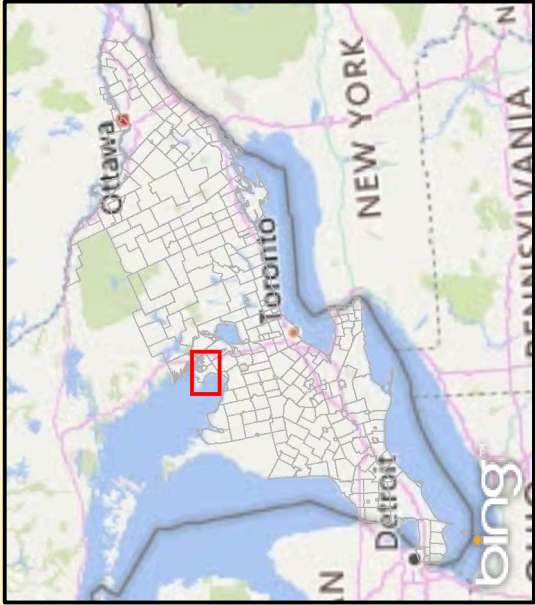
(Original Signed)

---

Guri Pannu  
Legal Counsel



Key Map

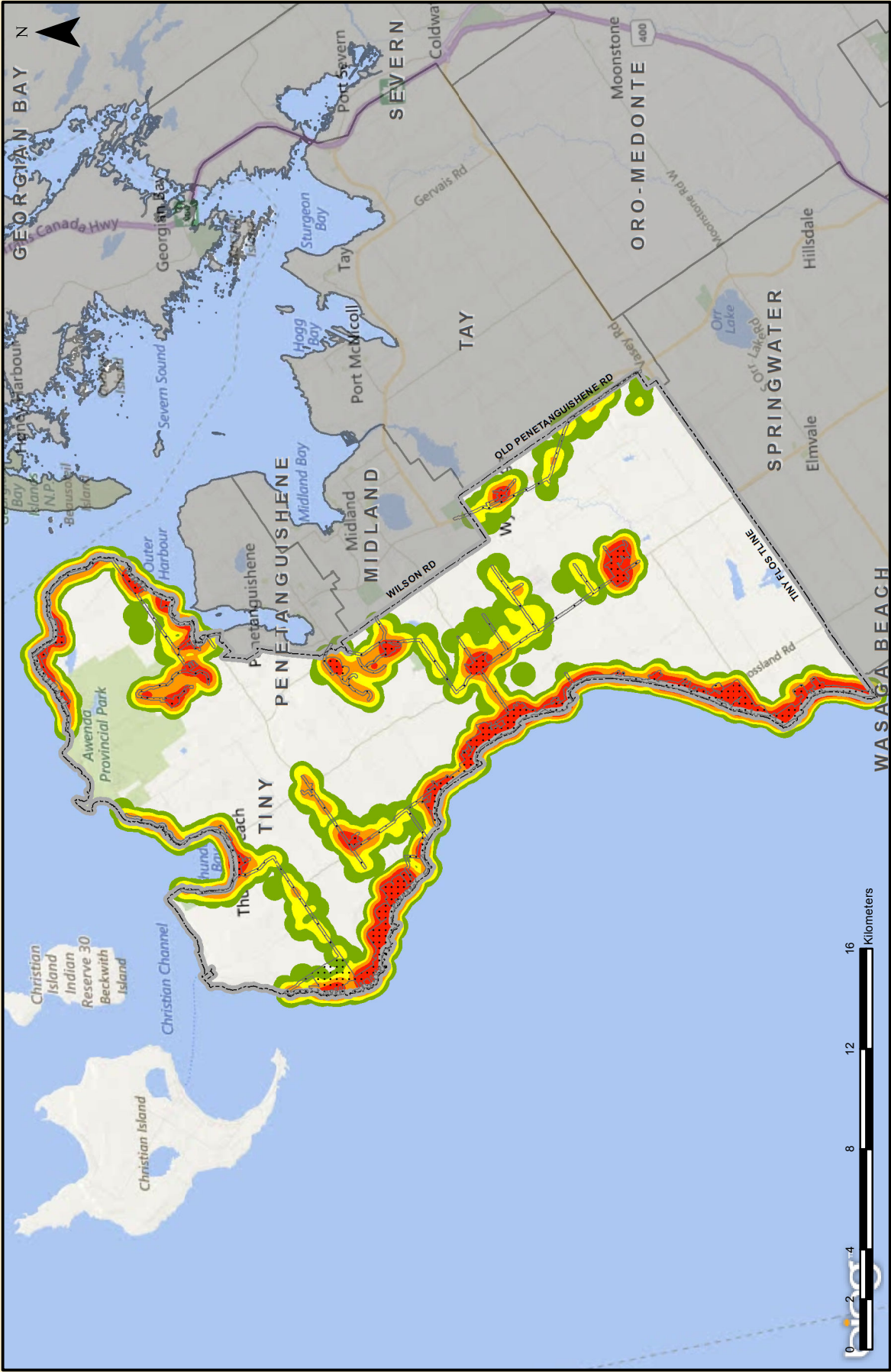


Legend

- Twp of Tiny Boundary
- Enbridge Pipeline Coverage Area
- Enbridge Customer Density
  - Low Density
  - High Density

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.



Township of Tiny



IN THE MATTER OF The Municipal  
Franchises Act, R. S. O. 1950  
Chapter 249 and amendments thereto;

AND IN THE MATTER OF an application  
by The Consumers' Gas Company for a  
certificate of public convenience and  
necessity to construct works and to  
supply natural gas to the Township of  
Tiny in the County of Simcoe

B E F O R E:

A. R. Crozier, Chairman } Tuesday, the 22nd  
J. J. Wingfelder, Commissioner } day of April, 1958.

CERTIFICATE OF PUBLIC CONVENIENCE  
AND NECESSITY

UPON THE APPLICATION of The Consumers' Gas Company  
(hereinafter referred to as the "Applicant") for a certificate  
pursuant to the provisions of The Municipal Franchises Act,  
R. S. O. 1950 Chapter 249 and amendments thereto and upon the  
hearing of such application by the Board in the City of Toronto  
on the 22nd day of April, 1958, after due notice of such  
hearing had been given as directed by the Board, in the  
presence of Counsel for the Applicant, no one else appearing,  
upon consideration of the evidence and exhibits produced at the  
hearing and upon hearing what was alleged by Counsel aforesaid,

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

2. The Board fixes the costs of this Application at  
\$5.00 payable forthwith by the Applicant.

DATED at Toronto this 12th day of May 1958.

ONTARIO FUEL BOARD

.....  
Chairman  
.....  
Commissioner

**BY-LAW NUMBER 98- 28**  
**(Formerly Bill #T581)**

**Being a By-law to Authorize a Franchise Agreement  
Between The Corporation of the Township of Tiny  
and the Consumers' Gas Company Ltd.**

**WHEREAS** The Municipal Franchises Act, Chapter M.55, Section 3(1), R.S.O. 1990 as amended provides that by-laws may be passed for the purpose of supplying gas to the corporation or to the inhabitants of the municipality and to set forth the terms and conditions upon which and the period for which such right is to be granted or acquired;

**AND WHEREAS** the Council of The Corporation of the Township of Tiny deems it expedient to enter into the attached franchise agreement with The Consumers' Gas Company Ltd.;

**AND WHEREAS** the Ontario Energy Board by its Order issued pursuant to The Municipal Franchises Act on the 5<sup>th</sup> day of December, 1997 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;

**AND WHEREAS** The Consumers' Gas Company Ltd. has provided the Corporation with a consent to the repeal of the By-law hereinafter referred to:

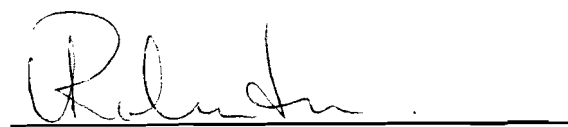
**NOW THEREFORE BE IT ENACTED:**

1. That the attached franchise agreement between the Corporation and The Consumers' Gas Company Ltd. is hereby authorized and the franchise provided for therein is hereby granted.
2. That the Mayor and the Administrator-Clerk are hereby authorized to execute the said agreement on behalf of the Corporation and affix the 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.

**THE CORPORATION OF THE TOWNSHIP OF TINY**

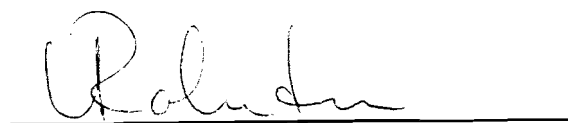
**BY-LAW READ A FIRST AND SECOND TIME THIS 9TH DAY OF MARCH, 1998.**

  
Mayor, Anthony Lancia

  
Administrator/Clerk, Vicki Robertson

**BY-LAW READ A THIRD TIME AND FINAL TIME THIS 9TH DAY OF MARCH, 1998.**

  
Mayor, Anthony Lancia

  
Administrator/Clerk, Vicki Robertson

By-Law 98-28  
March 11, 1998  
C. J. Crossley  
Deputy Clerk

**SCHEDULE "A"**

By-Law No. 52-77 passed by the Council of the Corporation of the Township of Tiny on the 30th day of  
December , 1977 .

## THE CONSUMERS' GAS COMPANY LTD.

## FRANCHISE AGREEMENT

THIS AGREEMENT made this  
BETWEEN:

9<sup>th</sup> day of March

, 19 98

THE CORPORATION OF THE  
TOWNSHIP OF TINY

hereinafter called the "Corporation"

- and -

THE CONSUMERS' GAS COMPANY LTD.

hereinafter called the "Gas Company"

**WHEREAS** the Gas Company desires to distribute and sell 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 Mayor and the Administrator-Clerk have been authorized and directed to execute this Agreement on behalf of the Corporation;

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

**I Definitions**

**1. In this Agreement:**

- (a) "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;
- (b) "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 supply, transmission and distribution of gas in or through the Municipality;
- (c) "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;
- (d) "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;
- (e) "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.

**II Rights Granted**

1. To provide gas service.

The consent of the Corporation is hereby given and granted to the Gas Company to supply gas in the Municipality to the Corporation and to the inhabitants of the Municipality.

2. To use road allowances.

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 supply, distribution and transmission of gas in and through the Municipality.

3. Duration of Agreement and Renewal Procedures.

The rights hereby given and granted shall be for a term of twenty (20) years\* from the date of final passing of the By-law.

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. Nothing herein stated shall 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**.

**III Conditions**

1. Approval of Construction.

Before beginning construction of or any extension or change to the gas system (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 location, showing the highways in which it proposes to lay its gas system and the particular parts thereof it proposes to occupy. Geodetic information will not be required except in complex urban intersections in order to facilitate known projects, being projects which are reasonably anticipated by the Engineer/Road Superintendent. The Engineer/Road Superintendent may require sections of the gas system to be laid at a greater depth than required by CAN/CSA- Z184-M92 to facilitate known projects. The location of the work as shown on the said plan must be approved by the Engineer/Road Superintendent before the commencement of the work and the timing, terms and conditions relating to the installation of such works shall be to his satisfaction.

Notwithstanding the provisions of the above noted paragraph, in the event it is proposed to affix a part of the gas system to a bridge, viaduct or structure, the Engineer/Road Superintendent may, if the Engineer/Road Superintendent approves of such location, require special conditions or a separate agreement.

No excavation, opening or work which shall disturb or interfere with the surface of the travelled portion of any highway shall be made or done unless a permit therefor has first been obtained from the Engineer/Road Superintendent and all works shall be done to his satisfaction.

\*The rights given and granted for a first agreement shall be for a term of 20 years. The rights given and granted for any subsequent agreement shall be for a term of not more than 15 years, unless both parties agree to extend the term to a term of 20 years maximum.

The Engineer/Road Superintendent's approval, where required throughout this section, shall not be withheld unreasonably.

2. As Built Drawings.

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. After completion of the construction, where plans were initially filed, an "as built" plan of equal quality to the pre-construction plan or certification that the pre-construction plan is "as built" will be filed with the Engineer/Road Superintendent.

3. Emergencies.

In the event of an emergency involving the gas system, the Gas Company will proceed with the work and in any instance where prior approval of the Engineer/Road Superintendent is normally required, 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 having jurisdiction.

4. 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 any reasonable account therefor as certified by the Engineer/Road Superintendent.

5. 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.

6. 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 to provide, if it is feasible, 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 will share, as provided in clause III, 7 of this Agreement, in the cost of relocating or altering the gas system to facilitate continuity of gas service.

7. Pipeline Relocation.

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.

Where any part of the gas system relocated in accordance with this section is located on a bridge, viaduct or structure, the Gas Company shall alter or relocate, at its sole expense, such part of the gas system.

Where any part of the gas system relocated in accordance with this section 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:

- (a) 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,
- (b) 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,
- (c) the amount paid by the Gas Company to contractors for work related to the project,
- (d) the cost to the Gas Company for materials used in connection with the project, and
- (e) a reasonable amount for project engineering and project administrative costs which shall be 22.5% of the aggregate of the amounts determined in items (a), (b), (c) and (d) above.

The total relocation costs as calculated above shall be paid 35% by the Corporation and 65% by the Gas Company.

8. Notice to Drainage Superintendent.

In a case where the gas system may affect a municipal drain, the Gas Company shall file with the Drainage Superintendent, for purposes of the Drainage Act, or other person responsible for the drain, a copy of the plan required to be filed with the Engineer/Road Superintendent.

**IV Procedural And Other Matters**

1. Municipal By-laws of General Application.

This Agreement and the respective rights and obligations hereunto of the parties hereto are hereby declared to be subject to the provisions of all regulating statutes and all municipal by-laws of general application and to all orders and regulations made thereunder from time to time remaining in effect save and except by-laws which impose permit fees and by-laws which have the effect of amending this Agreement.

2. Giving Notice.

Notices may be given by delivery or by mail, and if mailed, by prepaid registered post, to the Gas Company at its head office or to the Clerk of the Corporation at its municipal offices, as the case may be.



## 3. Disposition of Gas System.

During the term of this Agreement, if the Gas Company abandons a part of its gas system affixed to a bridge, viaduct or structure, the Gas Company shall, at its sole expense, remove that part of its gas system affixed to the bridge, viaduct or structure.

If at any time the Gas Company abandons any other part of its gas system, it shall deactivate that part of its gas system in the Municipality. Thereafter, the Gas Company shall have the right, but nothing herein contained shall require it, to remove its gas system. If the Gas Company fails to remove its gas system and the Corporation requires the removal of all or any of the 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 deactivated 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.

## 4. Agreement Binding Parties.

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

IN WITNESS WHEREOF the parties hereto have duly executed these presents with effect from the date first above written.

**THE CORPORATION OF THE  
TOWNSHIP OF TINY**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Administrator-Clerk

**THE CONSUMERS' GAS COMPANY LTD.**

\_\_\_\_\_  
G. J. Hills  
Senior Vice-President  
Administration  
and Corporate Secretary

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

DATED

9<sup>th</sup> day of March

19 98

THE CORPORATION OF THE

TOWNSHIP OF TINY

- and -

THE CONSUMERS' GAS COMPANY LTD.

FRANCHISE AGREEMENT

THE CONSUMERS' GAS COMPANY LTD.

Atria III, Suite 1100

2225 Sheppard Avenue East

North York, Ontario

M2J 5C2

Attention: Legal Department



TOWNSHIP OF / CANTON DE  
**Tiny**

130 BALM BEACH ROAD WEST  
TINY, ONTARIO L0L 2J0  
(705) 526-4204 1-866-939-8469  
FAX (705) 526-2372  
[www.tiny.ca](http://www.tiny.ca)

June 28, 2017

Mr. Mark Wilson  
Senior Advisor Municipal Affairs  
Enbridge Gas Distribution  
500 Consumers Road  
North York, ON M2J 1P8

Dear Mr. Wilson:

**Re: Franchise Agreement between The Corporation of the Township of Tiny  
and Enbridge Gas Distribution – Our File No. L04-56154**

As per the requirements of the Franchise Agreement renewal process, please find attached a certified copy of Resolution No. 209/17 as passed by the Township of Tiny Council on June 26, 2017. As specified, we also include draft By-law 17-054, along with the Franchise Agreement.

We understand that upon receipt of the Ontario Energy Board Decision and Order, Enbridge Gas Distribution will execute four copies of the agreement and forward same to the Township for formal consideration and execution. Once ratified by Township of Tiny Council, we will return three fully executed agreements, along with a certified copy of By-law 17-054 to Enbridge Gas.

We trust this meets the requirement thus far. Please contact me if anything further is required.

Sincerely,

**THE CORPORATION OF THE TOWNSHIP OF TINY**

Sue Walton  
Direction of Legislation Services Clerk

c.c. Mayor Cornell and Members of Council  
Doug Luker, Chief Administrative Officer

Enclosures

Sue Walton, Clerk of The Corporation of the Township of Tiny do hereby certify under my hand and Corporate Seal this to be a true and correct copy of  
RESOLUTION NO. 204/17

Motion #: 289 /17

DATED THIS 29<sup>TH</sup> DAY OF JUNE 2017  
AT, TINY, ONTARIO

DAY OF

Sue Walton  
Clerk



TOWNSHIP OF CANTON DE  
**Tiny**

## THE CORPORATION OF THE TOWNSHIP OF TINY

Meeting Date: June 26, 2017

Moved by:

Carried:

4.0

Seconded by:

Defeated:

Signed:

WHEREAS the Franchise Agreement between The Corporation of the Township of Tiny and Enbridge Gas Distribution Inc. (formerly Consumers Gas Company Ltd.) expires on March 9, 2018;

AND WHEREAS it is necessary to commence the process to renew the Franchise Agreement;

## NOW THEREFORE BE IT RESOLVED THAT:

1. This Council approves the form of draft By-law including the Franchise Agreement forming part thereof, attached hereto and authorizes the submission thereof to the Ontario Energy Board for approval pursuant to the provisions of Section 9 of the Municipal Franchises Act.
2. This Council requests the Ontario Energy Board to make an order dispensing with the assent of the municipal electors of the attached draft By-law including Franchise Agreement forming part thereof, pursuant to the provisions of Section 9(4) of the Municipal Franchises Act.

## THE CORPORATION OF THE TOWNSHIP OF TINY

## BY-LAW 17-054

**Being a By-law to Authorize a Franchise Agreement  
Between The Corporation of the Township of Tiny  
and Enbridge Gas Distribution Inc. and to Repeal By-law 98-28**

**WHEREAS** The Municipal Franchises Act, R.S.O., 1990, c. M.55, Section 3(1) provides that by-laws may be passed for the purpose of supplying gas to the corporation or to the inhabitants of the municipality and to set forth the terms and conditions upon which and the period for which such right is to be granted or acquired;

**AND WHEREAS** the Council of The Corporation of the Township of Tiny 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 \_\_\_\_\_, 2017 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 of the Township of Tiny and Enbridge Gas Distribution Inc. is hereby authorized and the franchise provided for therein is hereby granted.
2. That the Mayor and Clerk are hereby authorized to execute the said agreement on behalf of the Corporation and affix the 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 98-28 is hereby repealed.

READ A FIRST AND SECOND TIME THIS      DAY OF      2017.

READ A THIRD TIME AND FINALLY PASSED THIS      DAY OF      2017.

THE CORPORATION OF THE TOWNSHIP OF TINY

\_\_\_\_\_  
MAYOR, George Cornell

\_\_\_\_\_  
CLERK, Sue Walton

## Model Franchise Agreement

THIS AGREEMENT effective this       day of       , 20   .

BETWEEN: The Corporation of The Township of Tiny 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 TOWNSHIP OF TINY

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

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

Duly Authorized Officer

ENBRIDGE GAS DISTRIBUTION INC.

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

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

DATED this            day of            , 20    .

THE CORPORATION OF THE

TOWNSHIP OF TINY

- 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 TOWNSHIP OF TINY (“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 Township of Tiny 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 TOWNSHIP OF TINY

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

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

Duly Authorized Officer

ENBRIDGE GAS DISTRIBUTION INC.

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

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

DATED this                      day of                      , 20                      .

THE CORPORATION OF THE

TOWNSHIP OF TINY

- and -

ENBRIDGE GAS DISTRIBUTION INC.

FRANCHISE AGREEMENT

**ENBRIDGE GAS DISTRIBUTION INC.**

500 Consumers Road  
North York, Ontario  
M2J 1P8

Attention: Regulatory Affairs Department

## Exhibit D

Page : 1

# EDI

Tracking Number	Delivery Confirmation	Weight	COD Amount	Declared Value
1Z4R7V940464907813		0		
<b>Total:</b>		<b>1 Package(s)</b>		<b>23.80</b>
<b>Grand Total:</b>		<b>1 Package(s)</b>		<b>23.80</b>

[QUICK START](#)[Tracking](#)[Shipping](#)[Services](#)[Customer Service](#)[Home](#) > [Tracking](#) > Track & Tracking History

# Tracking

[Log in](#) to save this information to your recently tracked shipments.  
New to UPS? [Sign up](#)

[Other Tracking Options](#)

1Z4R7V940464907813

[Print](#) [Help](#)

Updated: 02/08/2018 9:48 Eastern Time

Delivered



Delivered On:

Wednesday, 02/07/2018 at 11:46

Left At:

Front desk

Received By:

STEWART

[Proof of Delivery](#)

Can't be home?  
Reschedule your  
package, even before  
the first delivery  
attempt. Click  
Continue now.

**Continue**

[I am already a UPS My Choice™ Member](#)

## Shipping Information

To:

PERKINSFIELD, CA

## Service

[UPS Express Saver®](#)[Shipment Progress](#)[What's this?](#)[Additional Information](#)

Shipment Category:

Package

Shipped/Billed On:

02/06/2018

## Customer Service



Help Centre

## Get Started with UPS

## Change Delivery

## Delivery Issues

 Email Us 

 **Call Us** 

 See All Contact Options 

## THIS SITE

## Tracking

## Shipping

## Services

## Locations

## My Profile

## COMPANY INFO

## About UPS

## Media Relations

Investor Relations ☐Careers 

## OUR OTHER SITES

## The UPS Store

## CONNECT WITH US

Instagram Twitter ☐UPS Compass 

[Global Home](#)
[Protect Against Fraud](#)
[Service Terms and Conditions](#)
[Website Terms of Use](#)
[Privacy Notice](#)

Copyright ©1994- 2018 United Parcel Service of America, Inc. All rights reserved.

## About Us

## Life Takes Energy

## Our History

## ► Working at Enbridge

## Our Gas Distribution System

Technology and Operations  
Centre

► [Media Centre](#)

## NEB Pipelines

## ► Construction Projects

Leaves to Construct

## Contact Information

## General Project Enquiries

## Gas Storage

## ► About Ontario's Natural Gas Industry

## Glossary

## Regulatory Affairs

## Regulatory Proceedings

Since we're a rate-regulated company, the Ontario Energy Board approves our rates after a public review and hearing of our rate-change application. You can view all of our rate case information and evidence—as well as the evidence we filed in other regulatory proceedings—below. Please note that we haven't posted any evidence that was confidential or that required a non-disclosure agreement. Under the Franchises tab you will find the Ontario Energy Board Notice of Application (NOA) and Enbridge's Application and Evidence for recent franchise renewals.

## Other Regulatory Proceedings

## Rate Cases and QRAMs

- EB-2018-0089 - Township of Beckwith
- EB-2017-0379 - Township of Elizabethtown-Kitley
- EB-2017-0352 - Township of Tiny
  - 1 - Notice\_EGDI\_Tiny\_English\_20180206.pdf
  - 2 - Notice\_EGDI\_Tiny\_French\_20180206.pdf
  - 20171127 Ltr to OEB Franchise Renewal.pdf
  - 20171127 Township of Tiny\_Application.pdf
  - Schedule A.pdf
  - Schedule B.pdf
  - Schedule C.pdf
  - Schedule D.pdf
  - Schedule E.pdf
- EB-2017-0343 - Township of Drummon-North Elmsley
- EB-2017-0342 - Township of Springwater
- EB-2017-0341 - Town of Midland
- EB-2017-0340 - Town of East Gwillimbury
- EB-2017-0316 - City of Brockville
- EB-2017-0301 - Township of Montague
- EB-2017-0286 - Township of Leeds and the Thousand Islands
- EB-2017-0267 - Township of Rideau Lakes
- EB-2017-0253 - Township of Clearview
- EB-2017-0238 - Township of Laurentian Valley
- EB-2017-0204 - Town of Hawkebury

