

April 19, 2018

BY RESS & Courier

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

Dear Ms. Walli:

**Re: Union Gas Limited (“Union”)
Oxford Reinforcement Project
Board File EB-2018-0003**

Further to the interrogatories received in the above noted matter, please find attached two copies of Union’s responses.

Sincerely,

[original signed by]

Shelley Bechard
Administrative Analyst, Regulatory Projects
Encl.

cc: Zora Crnojacki
Nancy Marconi

UNION GAS LIMITED

Answers to Interrogatories from
Board Staff

Interrogatory # 1

Ref: Pre-filed Evidence, page 1

Preamble:

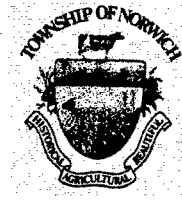
Union Gas Limited (Union) requests leave to construct approximately 5.2 kilometers nominal pipe size 8 inch natural gas pipeline in the Counties of Oxford and Norfolk. The Proposed Facilities would extend from the corner of Potters Road and Baseline Road in the County of Oxford to the corner of Windham Road 20 and Swimming Pool Road in the County of Norfolk.

Questions:

- a) Please provide copies of the applicable Municipal Franchise Agreements.
- b) Please provide copies of the applicable certificates of public convenience and necessity.

Responses:

- a/b) The existing Franchise Agreements and Certificates of Convenience and Necessity for the Township of Norwich, the County of Oxford, and Norfolk County can be found at Schedules 1 to 6.



THE CORPORATION OF THE TOWNSHIP OF NORWICH

BY-LAW NUMBER 30-2004

TO AUTHORIZE A FRANCHISE AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF NORWICH AND UNION GAS LIMITED

WHEREAS the Council of the Corporation of the Township of Norwich deems it expedient to enter into the attached franchise agreement (the "Franchise Agreement") with Union Gas Limited;

AND WHEREAS the Ontario Energy Board by its Order issued pursuant to the Municipal Franchises Act on the 16th day of September, 2004 has approved the terms and conditions upon which and the period for which the franchise provided in the Franchise Agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of this By-law is not necessary;

NOW THEREFORE the Council of The Corporation of The Township of Norwich hereby enacts as follows:

1. That the Franchise Agreement between The Corporation of The Township of Norwich 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 Township of Norwich 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 #70-88 for The Corporation of The Township of Norwich, passed in Council on the 24th day of October, 1989.
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 25TH DAY OF MAY 2004.

READ A THIRD TIME AND FINALLY PASSED THIS 28TH DAY OF SEPTEMBER 2004.


SUSAN HAMPSON

I certify this to be a true copy.

Signature

This is a true copy.

Dated September 30, 2004.....
TOWNSHIP OF NORWICH

2000 Model Franchise Agreement

THIS AGREEMENT effective this 28 day of September, 2004

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF NORWICH

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; Schedule 1 Page 3 of 11
- (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. B.Staff.1 Schedule 1 Page 6 of 11
- (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

Notwithstanding the cost sharing arrangements described in Paragraph 12, if any part of the gas system altered or relocated in accordance with Paragraph 12 was constructed or installed prior to January 1, 1981, the Gas Company shall alter or relocate, at its sole expense, such part of the gas system at the point specified, to a location satisfactory to the Engineer/Road Superintendent.

19. Agreement Binding Parties

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

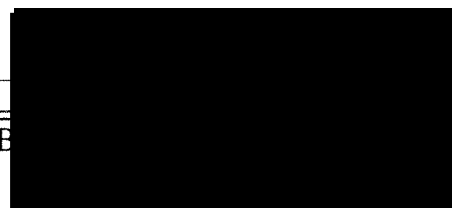
IN WITNESS WHEREOF the parties have executed this Agreement effective from the date written above.

**THE CORPORATION OF THE
TOWNSHIP OF NORWICH**



Mayor


Per:



Administrator

UNION GAS LIMITED

Per:



Christine Jackson, Assistant Secretary

ONTARIO FUEL BOARD

IN THE MATTER OF Section 8 of The Municipal Franchises Act, R.S.O. 1950, Chapter 249, as amended,

AND IN THE MATTER OF an Application by Union Gas Company of Canada, Limited to the Ontario Fuel Board for a Certificate of Public Convenience and Necessity authorizing the Company to construct works to supply and to supply gas in the Township of North Norwich.

North Norwich

B E F O R E:

A. R. Crozier, Chairman, and) Friday, the 10th
J. J. Wingfelder, Vice-Chairman) day of July, 1959.

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY



UPON the Application of Union Gas Company of Canada, Limited for approval of the Ontario Fuel Board to construct works to supply and to supply gas in the Township of North Norwich pursuant to Section 8 of The Municipal Franchises Act, R.S.O. 1950, Chapter 249, as amended; upon the hearing of such Application by the Board at its Offices, 4 Richmond Street East, Toronto, Ontario, on the 10th day of July, 1959, after due Notice of such Hearing had been given as directed by the Board; in the presence of Counsel for the Applicant and in the presence of Colonel T. Weir, F. R. Palin and G. H. Martin, Vice-President and General Manager, Assistant General Manager and Operations Manager respectively of and for the Applicant and no one else appearing although due notice of the proceedings having been given as directed by the Board; upon hearing the evidence adduced, the exhibits filed and Counsel aforesaid;

THIS BOARD DOTH CERTIFY, pursuant to Section 8 of The Municipal Franchises Act, R.S.O. 1950, Chapter 249, as amended, that Public Convenience and Necessity appear to require that approval of the Ontario Fuel Board shall be and the same is hereby given to Union Gas Company of Canada, Limited to construct works to supply and to supply gas in the Township of North Norwich.

AND THIS BOARD DOTH further Order and Direct that the costs of this Application shall be paid forthwith to the Board by the Applicant.

DATED at Toronto, Ontario, this 31st day of July, 1959.

ONTARIO FUEL BOARD


Chairman

Vice-Chairman

BEING a By-law to authorize a Franchise Agreement between the County of Oxford and Union Gas Limited.

WHEREAS, the Council of the County of Oxford deems it expedient to enter into the attached franchise agreement (the "Franchise Agreement") with Union Gas Limited.

AND WHEREAS, the Ontario Energy Board by its Order issued pursuant to The Municipal Franchises Act on the 6th day of October, 2009 has approved the terms and conditions upon which and the period for which the franchise provided in the Franchise Agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of this By-law is not necessary:

NOW THEREFORE, the Council of the County of Oxford enacts as follows:

1. That the Franchise Agreement between the County of Oxford 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 Warden and Chief Administrative Officer be and they are hereby authorized and instructed on behalf of the County of Oxford 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 Number 1064 for The Corporation of the County of Oxford passed in Council on the 8th day of December, 1932;

By-law Number 1558 for The Corporation of the County of Oxford passed in Council on the 2nd day of April, 1954.

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

READ a first time this 24th day of June, 2009.

READ a second time this 24th day of June, 2009.

READ a third time and finally passed this 14th day of October, 2009.


PAUL J. HOLBROUGH,

WARDEN


BRENDA J. TABOR,

CLERK

I hereby certify this to be a true copy of
County of Oxford By-Law No. 5073-2009
Oct. 14/09
Date

2000 Model Franchise Agreement

THIS AGREEMENT effective this 14th day of OCTOBER, 2009

BETWEEN:

THE COUNTY OF OXFORD

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 Corporation and to the inhabitants of those local or lower tier municipalities within the Municipality from which the Gas Company has a valid franchise agreement for that purpose.

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

Notwithstanding the cost sharing arrangements described in Paragraph 12, if any part of the gas system altered or relocated in accordance with Paragraph 12 was constructed or installed prior to January 1, 1981, the Gas Company shall alter or relocate, at its sole expense, such part of the gas system at the point specified, to a location satisfactory to the Engineer/Road Superintendent.

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 COUNTY OF OXFORDPer: 

Paul Holbrough, Warden

Per: 

Michael R. Bragg, Chief Administrative Officer

UNION GAS LIMITEDPer: 

Michael R. Birmingham, Vice President

Per: 

Paul Rietdyk, Vice President

ONTARIO FUEL BOARD

IN THE MATTER OF The Municipal Franchises
Act, R.S.O. 1950, Chapter 249, as amended;

AND IN THE MATTER OF an Application by
Union Gas Company of Canada, Limited to
the Ontario Fuel Board for approval of
the Board to construct works to supply
and/or to supply gas in the under-mentioned
Municipalities.

B E F O R E:

A. R. Crozier, Esquire, Chairman, and	} Tuesday, the
D. M. Treadgold, Esquire, Q.C., and	
J. J. Wingfelder, Esquire, Commissioners	
	} 10th day of
	} June, A.D. 1958.

B E T W E E N:

UNION GAS COMPANY OF CANADA, LIMITED

- and -

City of Brantford,	Township of Dereham,
City of Galt,	Township of Lunn,
City of St. Thomas,	Township of Dunwich,
City of Woodstock,	Township of East Oxford,
Town of Delhi,	Township of Glanford,
Town of Dunnville,	Township of Gosfield North,
Town of Hespeler,	Township of Gosfield South,
Town of Ingersoll,	Township of Houghton,
Town of Kingsville,	Township of Mersea,
Town of Leamington,	Township of Middleton,
Town of Paris,	Township of Moulton,
Town of Port Dover,	Township of North Cayuga,
Town of Preston,	Township of North Dorchester,
Town of Simcoe,	Township of North Dumfries,
Town of Tillsonburg,	Township of North Walsingham,
Village of Caledonia,	Township of Oneida,
Village of Cayuga,	Township of Onondaga,
Village of Cottam,	Township of Orford,
Village of Dorchester,	Township of Rainham,
Village of Dutton,	Township of Seneca,
Village of Fingal,	Township of Sherbrooke,
Village of Hagersville,	Township of South Cayuga,
Village of Highgate,	Township of South Dumfries,
Village of Jarvis,	Township of South Walsingham,
Village of Lambeth,	Township of Southwold,
Village of Port Rowan,	Township of Townsend,
Village of Port Stanley,	Township of Walpole,
Village of Rodney,	Township of Westminster,
Village of Shedden,	Township of West Oxford,
Village of Waterford,	Township of Windham,
Village of West Lorne,	Township of Woodhouse,
Village of Wheatley,	Township of Yarmouth,-
Township of Aldborough,	County of Brant,
Township of Ancaster,	County of Elgin,
Township of Barton,	County of Haldimand,
Township of Bayham,	County of Middlesex,
Township of Binbrook,	County of Norfolk,
Township of Brantford,	County of Oxford,
Township of Burford,	County of Waterloo,
Township of Canboro,	County of Wentworth.
Township of Charlotteville,	

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

UPON Application of Union Gas Company of Canada, Limited

- 2 -

to the Ontario Fuel board pursuant to Section 8 of The Municipal Franchises Act, R.S.O. 1950, Chapter 249, as amended, for approval of the said board to construct works to supply and to supply gas in each of the Municipalities above mentioned; upon the hearing of such Application by the board at its Offices, 4 Richmond Street East, in the City of Toronto and Province of Ontario on the 10th day of June, 1958, after due Notice of such hearing had been given as directed by the board; in the presence of Counsel for the Applicant, Counsel for Central Pipeline Company Limited and United Development Company Limited, Counsel for the City of Galt, Counsel for the Town of Kingsville and the Townships of Gosfield South and Mersea and Counsel for S. J. Putman, Esquire of Kingsville; upon hearing the evidence adduced, the exhibits filed and Counsel aforesaid;

THIS BOARD DOth CERTIFY, pursuant to Section 8 of The Municipal Franchises Act, R.S.O. 1950, Chapter 249, as amended, that public convenience and necessity appear to require that approval of the Ontario Fuel board shall be and the same is hereby given to Union Gas Company of Canada, Limited to construct works to supply and to supply gas in each and all of the Municipalities above named, except in those certain areas and to those certain persons more particularly set forth in Schedule "A" hereto.

AND THIS BOARD DOth FURTHER ORDER that the costs of this Application fixed at the sum of \$250.00 be paid forthwith to the Board by the Applicant.

DATED at Toronto, Ontario, this 17th day of March, A.D. 1959.

ONTARIO FUEL BOARD

"A. R. Crozier"

Chairman

"D. M. Treadgold"

Commissioner

"J. J. Wingfelder"

Commissioner

THIS IS SCHEDULE "A" TO THE WITHIN
CERTIFICATE OF PUBLIC CONVENIENCE
AND NECESSITY DATED THE DAY
OF , 1959.

A. TOWNSHIP OF WESTMINSTER

- (i) All of Lot 1 in Concession B.
- (ii) The north half of Lot 1 in Concession 1.
- (iii) Those persons in the south half of Lot 1 in Concession 1 and in the north half of Lot 1 in Concession 2 receiving natural gas from any person other than Union Gas Company of Canada, Limited on the date of this Certificate.
- (iv) The south half of Lot 1 in Concession 2.
- (v) All of Lots 1, 2 and 3 in Concessions 3, 4, 5 and 6.
- (vi) All of Lots 1, 2, 3, 4 and 5 in Concession 7.
- (vii) All of Lots 3, 4 and 5 in Concession 8.

B. TOWNSHIP OF NORTH DORCHESTER

- (i) All of Lot 24 in Concession A.
- (ii) The north half of Lot 24 in Concession B.
- (iii) Those persons in the south half of Lot 24 in Concession B and in the north half of Lot 24 in Concession 1 receiving natural gas from any other person than Union Gas Company of Canada, Limited on the date of this Certificate.
- (iv) The south halves of Lots 21, 22, 23 and 24 in Concession 1.
- (v) All of Lots 21, 22, 23 and 24 in Concessions 2, 3, 4, 5 and 6.
- (vi) Those persons in the south halves of Lots 8 and 9 in Concession B and in the north halves of Lots 8 and 9 in Concession 1 receiving natural gas from any other person than Union Gas Company of Canada, Limited on the date of this Certificate.
- (vii) The south halves of Lots 6, 7, 8, 9 and 10 in Concession 1.
- (viii) All of Lots 6, 7, 8, 9 and 10 in Concessions 2, 3, 4, 5 and 6.

C. TOWNSHIP OF YARMOUTH

- (i) All of Lots 14, 15, 16 and 17 in Concession 15.
- (ii) All of Lots 13, 14, 15, 16 and 17 in Concession 14.
- (iii) All of Lots 19, 20, 21, 22, 23 and 24 in Concession 10, in Range II North of Edgeware Road, in Range I North of Edgeware Road and in Range I South of Edgeware Road.

- (iv) All of Lots 67, 68, 69, 70, 71, 72 and 73 in Concession 9 (North Talbot Road) and in Concession 8 (South Talbot Road).
- (v) All of Lots 22, 23, 24, 25, 26, 27 and 28 in Concessions 7, 6 and 5.
- (vi) All of Lots 21, 22, 23, 24, 25, 26, 27 and 28 in Concessions 4, 3, 2 and 1.

D. TOWNSHIP OF LEREHAM

- (i) All of Lots 15 to 24 both inclusive in Concession 1.
- (ii) All of Lots 15 to 28 both inclusive in Concessions 2 to 12 both inclusive.

E. TOWNSHIP OF BAYHAM

- All of the Municipality except,
 - (i) All of Lots 15, 16, 17, 18, 19, 20 and 21 in Concession 11.
 - (ii) All of Lots 20, 21, 22, 23, 24 and 25 in Concession 10.
 - (iii) All of Lots 20, 21, 22, 23, 24, 25, 26, 27 and 28 in Concession 9.
 - (iv) The north half of Lot 20 in Concession 8.
 - (v) All that part of Lot 21 in Concession 8 lying north of the most southerly point of intersection of The Canadian Pacific Railway right-of-way with King's Highway No. 19.
 - (vi) All that part of Lot 21 in Concession 8 lying between the southerly limit of King's Highway No. 19 and the location on the date of this Certificate of a 4" gas main of Union Gas Company of Canada, Limited which runs in a general easterly direction from King's Highway No. 19 to the easterly limit of such Lot.
 - (vii) All those parts of Lots 22, 23, and 24 in Concession 8 lying north of the road which runs in a general easterly and westerly direction through such Lots.
 - (viii) The south halves of Lots 22, 23 and 24 and the south six-tenths of Lots 25 and 26, all in Concession 8 but reserving however to any other person supplying natural gas therein on the date of this Certificate the right to continue to supply to the consumers receiving such gas on the date of this Certificate.
 - (ix) All of Lot 28 in Concession 8.

F. TOWNSHIP OF HOUGHTON

- All of the Municipality except,
 - (i) All of Gore Lot "A".
 - (ii) The north half of Gore Lot "B".

G. TOWNSHIP OF MIDDLETON

- (i) The south quarters of Lots 1 and 2 in Concession 1, North Talbot Road.
- (ii) All of Lots 1 and 2 in Concessions 1 and 2, South Talbot Road.

H. TOWNSHIP OF NORTH WALSHINGHAM

- (i) All of Lots 1 in Concessions 13 and 14.
- (ii) All of Lots 1 to 5 both inclusive in Concessions 7 and 8.

I. TOWNSHIP OF SOUTH WALSHINGHAM

- (i) Marsh Lot in front of Gore Lot A in Range B.
 - (ii) Gore Lot A in Range B.
 - (iii) Gore Lot B in Range A.
 - (iv) Gore Lot C in Concession 1.
 - (v) Gore Lot D in Concession 2.
 - (vi) Gore Lot E in Concession 3.
 - (vii) Marsh Lots 1, 2, 3, 4 and 5 in front of Lots 1, 2, 3, 4 and 5 respectively in Range B.
 - (viii) Lots 1 to 5 both inclusive in each of Ranges A and B.
 - (ix) Lots 1 to 5 both inclusive in Concessions 1 to 6 both inclusive.
-

IN THE MATTER OF The Municipalities Act, R.S.O. 1950, Chapter 249, as amended, Page 6 of 6

AND IN THE MATTER OF an Application by Union Gas Company of Canada, Limited to the Ontario Fuel Board for approval of the Board to construct works to supply and/or to supply gas in the under-mentioned Municipalities.

B E T W E E N:

UNION GAS COMPANY OF CANADA, LIMITED

- and -

CITY OF BRANTFORD ET AL

CERTIFICATE OF PUBLIC CONVENIENCE
AND NECESSITY

McNevin, Gee & O'Connor,
Barristers, etc.,
Bank of Montreal Bldg.,
CHATHAM, Ontario.



BY-LAW NO. 2005-259

OF

The Corporation of Norfolk County

**A BY-LAW TO AUTHORIZE A FRANCHISE AGREEMENT
BETWEEN THE CORPORATION OF NORFOLK COUNTY
and UNION GAS LIMITED**

WHEREAS the Council of The Corporation of Norfolk County deems it expedient to enter into the attached franchise agreement (the "Franchise Agreement") with Union Gas Limited;

AND WHEREAS the Ontario Energy Board by its Order issued pursuant to the Municipal Franchises Act on the 31st day of January, 2006, has approved the terms and conditions upon which and the period for which the franchise provided in the Franchise Agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of this By-Law is not necessary:

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF NORFOLK COUNTY HEREBY ENACTS AS FOLLOWS:

1. That the Franchise Agreement between The Corporation of Norfolk County 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 are hereby authorized and instructed on behalf of The Corporation of Norfolk County 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 #91-5 for the former Corporation of the Town of Simcoe, passed in Council on the 9th day of September, 1991.
 - By-law #69-90 for the former Corporation of the Township of Delhi, passed in Council on the 9th day of September, 1991.
 - By-law #1214-90 for the former Township of Norfolk, passed in Council on the 27th day of August, 1991.
 - By-Law #154-90 for the former Regional Municipality of Haldimand-Norfolk, passed in Council on the 5th day of September, 1991;
 - By-law #139-90 for the former City of Nanticoke, passed in Council on the 3rd day of September, 1991;

BY-LAW 2005-259

PAGE 2 OF 2

Page 2 of 12

4. That this By-Law shall come into force and take effect as of the final passing thereof.

Read a first time this 11th day of October, 2005.

Read a second time this 11th day October, 2005.

Read a third time and finally passed this 14th day of February, 2006.

THE CORPORATION OF NORFOLK COUNTY



/Rita Kalmbach, Mayor



/Beverley Wood, Clerk/Manager of Council Services

2000 Model Franchise Agreement

THIS AGREEMENT effective this 14th day of February, 2006.

BETWEEN:

THE CORPORATION OF NORFOLK COUNTY

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**

Notwithstanding the cost sharing arrangements described in Paragraph 12, if any part of the gas system altered or relocated in accordance with Paragraph 12 was constructed or installed prior to January 1, 1981, the Gas Company shall alter or relocate, at its sole expense, such part of the gas system at the point specified, to a location satisfactory to the Engineer/Road Superintendent.

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 NORFOLK COUNTY

Per: _____

Rita Kalmbach, Mayor

Per: _____

Beverley Wood, Clerk/Manager Council Services

UNION GAS LIMITED

Per: _____

Christine Jackson, Assistant Secretary
Curt Bernardi,

Per: _____

M. Richard Birmingham, Vice President

ONTARIO FUEL BOARD

IN THE MATTER OF The Municipal Franchises
Act, R.S.O. 1950, Chapter 249, as amended;

AND IN THE MATTER OF an Application by
Union Gas Company of Canada, Limited to
the Ontario Fuel Board for approval of
the Board to construct works to supply
and/or to supply gas in the under-mentioned
Municipalities.

B E F O R E:

A. R. Crozier, Esquire, Chairman, and	} Tuesday, the	
D. M. Treadgold, Esquire, Q.C., and		
J. J. Wingfelder, Esquire, Commissioners		
		10th day of
		June, A.D. 1958.

B E T W E E N:

UNION GAS COMPANY OF CANADA, LIMITED

- and -

City of Brantford,	Township of Dereham,
City of Galt,	Township of Lunn,
City of St. Thomas,	Township of Dunwich,
City of Woodstock,	Township of East Oxford,
Town of Delhi,	Township of Glanford,
Town of Dunnville,	Township of Gosfield North,
Town of Hespeler,	Township of Gosfield South,
Town of Ingersoll,	Township of Houghton,
Town of Kingsville,	Township of Mersea,
Town of Leamington,	Township of Middleton,
Town of Paris,	Township of Moulton,
Town of Port Dover,	Township of North Cayuga,
Town of Preston,	Township of North Dorchester,
Town of Simcoe,	Township of North Dumfries,
Town of Tillsonburg,	Township of North Walsingham,
Village of Caledonia,	Township of Oneida,
Village of Cayuga,	Township of Onondaga,
Village of Cottam,	Township of Orford,
Village of Dorchester,	Township of Rainham,
Village of Dutton,	Township of Seneca,
Village of Fingal,	Township of Sherbrooke,
Village of Hagersville,	Township of South Cayuga,
Village of Highgate,	Township of South Dumfries,
Village of Jarvis,	Township of South Walsingham,
Village of Lambeth,	Township of Southwold,
Village of Port Rowan,	Township of Townsend,
Village of Port Stanley,	Township of Walpole,
Village of Rodney,	Township of Westminster,
Village of Shedden,	Township of West Oxford,
Village of Waterford,	Township of Windham,
Village of West Lorne,	Township of Woodhouse,
Village of Wheatley,	Township of Yarmouth,-
Township of Aldborough,	County of Brant,
Township of Ancaster,	County of Elgin,
Township of Barton,	County of Haldimand,
Township of Bayham,	County of Middlesex,
Township of Binbrook,	County of Norfolk,
Township of Brantford,	County of Oxford,
Township of Burford,	County of Waterloo,
Township of Canboro,	County of Wentworth.
Township of Charlotteville,	

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

UPON Application of Union Gas Company of Canada, Limited

- 2 -

to the Ontario Fuel board pursuant to Section 8 of The Municipal Franchises Act, R.S.O. 1950, Chapter 249, as amended, for approval of the said board to construct works to supply and to supply gas in each of the Municipalities above mentioned; upon the hearing of such Application by the board at its Offices, 4 Richmond Street East, in the City of Toronto and Province of Ontario on the 10th day of June, 1958, after due Notice of such hearing had been given as directed by the board; in the presence of Counsel for the Applicant, Counsel for Central Pipeline Company Limited and United Development Company Limited, Counsel for the City of Galt, Counsel for the Town of Kingsville and the Townships of Gosfield South and Mersea and Counsel for S. J. Putman, Esquire of Kingsville; upon hearing the evidence adduced, the exhibits filed and Counsel aforesaid;

THIS BOARD DOTH CERTIFY, pursuant to Section 8 of The Municipal Franchises Act, R.S.O. 1950, Chapter 249, as amended, that public convenience and necessity appear to require that approval of the Ontario Fuel board shall be and the same is hereby given to Union Gas Company of Canada, Limited to construct works to supply and to supply gas in each and all of the Municipalities above named, except in those certain areas and to those certain persons more particularly set forth in Schedule "A" hereto.

AND THIS BOARD DOTH FURTHER ORDER that the costs of this Application fixed at the sum of \$250.00 be paid forthwith to the Board by the Applicant.

DATED at Toronto, Ontario, this 17th day of March, A.D. 1959.

ONTARIO FUEL BOARD

"A. R. Crozier"

Chairman

"D. M. Treadgold"

Commissioner

"J. J. Wingfelder"

Commissioner

THIS IS SCHEDULE "A" TO THE WITHIN
CERTIFICATE OF PUBLIC CONVENIENCE
AND NECESSITY DATED THE DAY
OF , 1959.

A. TOWNSHIP OF WESTMINSTER

- (i) All of Lot 1 in Concession B.
- (ii) The north half of Lot 1 in Concession 1.
- (iii) Those persons in the south half of Lot 1 in Concession 1 and in the north half of Lot 1 in Concession 2 receiving natural gas from any person other than Union Gas Company of Canada, Limited on the date of this Certificate.
- (iv) The south half of Lot 1 in Concession 2.
- (v) All of Lots 1, 2 and 3 in Concessions 3, 4, 5 and 6.
- (vi) All of Lots 1, 2, 3, 4 and 5 in Concession 7.
- (vii) All of Lots 3, 4 and 5 in Concession 8.

B. TOWNSHIP OF NORTH DORCHESTER

- (i) All of Lot 24 in Concession A.
- (ii) The north half of Lot 24 in Concession B.
- (iii) Those persons in the south half of Lot 24 in Concession B and in the north half of Lot 24 in Concession 1 receiving natural gas from any other person than Union Gas Company of Canada, Limited on the date of this Certificate.
- (iv) The south halves of Lots 21, 22, 23 and 24 in Concession 1.
- (v) All of Lots 21, 22, 23 and 24 in Concessions 2, 3, 4, 5 and 6.
- (vi) Those persons in the south halves of Lots 8 and 9 in Concession B and in the north halves of Lots 8 and 9 in Concession 1 receiving natural gas from any other person than Union Gas Company of Canada, Limited on the date of this Certificate.
- (vii) The south halves of Lots 6, 7, 8, 9 and 10 in Concession 1.
- (viii) All of Lots 6, 7, 8, 9 and 10 in Concessions 2, 3, 4, 5 and 6.

C. TOWNSHIP OF YARMOUTH

- (i) All of Lots 14, 15, 16 and 17 in Concession 15.
- (ii) All of Lots 13, 14, 15, 16 and 17 in Concession 14.
- (iii) All of Lots 19, 20, 21, 22, 23 and 24 in Concession 10, in Range II North of Edgeware Road, in Range I North of Edgeware Road and in Range I South of Edgeware Road.

- (iv) All of Lots 67, 68, 69, 70, 71, 72 and 73 in Concession 9 (North Talbot Road) and in Concession 8 (South Talbot Road).
- (v) All of Lots 22, 23, 24, 25, 26, 27 and 28 in Concessions 7, 6 and 5.
- (vi) All of Lots 21, 22, 23, 24, 25, 26, 27 and 28 in Concessions 4, 3, 2 and 1.

D. TOWNSHIP OF LEREHAM

- (i) All of Lots 15 to 24 both inclusive in Concession 1.
- (ii) All of Lots 15 to 28 both inclusive in Concessions 2 to 12 both inclusive.

E. TOWNSHIP OF BAYHAM

- All of the Municipality except,
- (i) All of Lots 15, 16, 17, 18, 19, 20 and 21 in Concession 11.
- (ii) All of Lots 20, 21, 22, 23, 24 and 25 in Concession 10.
- (iii) All of Lots 20, 21, 22, 23, 24, 25, 26, 27 and 28 in Concession 9.
- (iv) The north half of Lot 20 in Concession 8.
- (v) All that part of Lot 21 in Concession 8 lying north of the most southerly point of intersection of The Canadian Pacific Railway right-of-way with King's Highway No. 19.
- (vi) All that part of Lot 21 in Concession 8 lying between the southerly limit of King's Highway No. 19 and the location on the date of this Certificate of a 4" gas main of Union Gas Company of Canada, Limited which runs in a general easterly direction from King's Highway No. 19 to the easterly limit of such Lot.
- (vii) All those parts of Lots 22, 23, and 24 in Concession 8 lying north of the road which runs in a general easterly and westerly direction through such Lots.
- (viii) The south halves of Lots 22, 23 and 24 and the south six-tenths of Lots 25 and 26, all in Concession 8 but reserving however to any other person supplying natural gas therein on the date of this Certificate the right to continue to supply to the consumers receiving such gas on the date of this Certificate.
- (ix) All of Lot 28 in Concession 8.

F. TOWNSHIP OF HOUGHTON

- All of the Municipality except,
- (i) All of Gore Lot "A".
- (ii) The north half of Gore Lot "B".

G. TOWNSHIP OF MIDDLETON

- (i) The south quarters of Lots 1 and 2 in Concession 1, North Talbot Road.
- (ii) All of Lots 1 and 2 in Concessions 1 and 2, South Talbot Road.

H. TOWNSHIP OF NORTH WALSHINGHAM

- (i) All of Lots 1 in Concessions 13 and 14.
- (ii) All of Lots 1 to 5 both inclusive in Concessions 7 and 8.

I. TOWNSHIP OF SOUTH WALSHINGHAM

- (i) Marsh Lot in front of Gore Lot A in Range B.
 - (ii) Gore Lot A in Range B.
 - (iii) Gore Lot B in Range A.
 - (iv) Gore Lot C in Concession 1.
 - (v) Gore Lot D in Concession 2.
 - (vi) Gore Lot E in Concession 3.
 - (vii) Marsh Lots 1, 2, 3, 4 and 5 in front of Lots 1, 2, 3, 4 and 5 respectively in Range B.
 - (viii) Lots 1 to 5 both inclusive in each of Ranges A and B.
 - (ix) Lots 1 to 5 both inclusive in Concessions 1 to 6 both inclusive.
-

IN THE MATTER OF The Municipalities Act, R.S.O. 1950, Chapter 249, as amended, Page 6 of 6

AND IN THE MATTER OF an Application by Union Gas Company of Canada, Limited to the Ontario Fuel Board for approval of the Board to construct works to supply and/or to supply gas in the under-mentioned Municipalities.

B E T W E E N:

UNION GAS COMPANY OF CANADA, LIMITED

- and -

CITY OF BRANTFORD ET AL

CERTIFICATE OF PUBLIC CONVENIENCE
AND NECESSITY

McNevin, Gee & O'Connor,
Barristers, etc.,
Bank of Montreal Bldg.,
CHATHAM, Ontario.

UNION GAS LIMITED

Answers to Interrogatories from
Board Staff

Interrogatory # 2

Ref: Pre-filed Evidence, page 1, paragraphs 2 and 3
Pre-filed Evidence, Schedule 12

Preamble:

The Proposed Facilities are required to meet the increasing demand for natural gas associated with forecasted general service additions in the Counties of Brant, Oxford, Haldimand, and Norfolk. The total project cost of the Proposed Facilities is estimated to be \$7.4 million. A breakdown of the costs is provided in Schedule 12.

Questions:

- a) Please compare the total capital cost of the Proposed Facilities to one or more comparable projects completed by Union in the last ten years.
- b) The total estimated capital cost contains a 15% contingency. Please explain why a lower contingency rate is not appropriate for this project.
- c) Please confirm that there are no contributions in aid of construction (CIAC) associated with this proposed project.

Responses:

- a) The table below compares the capital costs of four comparable projects with the costs submitted in the current application.

Project Name	Board Number	Filed Costs	Pipe Size	Pipe Length	Cost /meter
Thunder Bay	EB-2012-0226	\$26,726,000	NPS12	17,680m	\$1511.65/m
Bay of Quinte Replacement	EB-2014-0350	\$8,900,000	NPS8	1,300m	\$6846.15/m
Leamington Expansion	EB-2016-0013	\$8,537,000	NPS12 NPS16 NPS8	6,700m 250m 60m	\$1217.83/m
Oxford Reinforcement	EB-2018-0003	\$7,396,000	NPS8	5,200m	\$1422.31/m

Union has not constructed an NPS8 pipeline completely on road allowance in the past 10 years. The above table identifies two NPS12 pipelines one on road allowance and one on an abandoned railway corridor which are similar to the Oxford project. The Bay of Quinte project while an NPS8 involved a significant directional drill which was very different than the Proposed Oxford Facilities.

- b) The 15% contingency amount aligns with Union's cost estimating standards based on the level of engineering design complete at this stage in the project lifecycle. At this point and time contractors and materials have not been finalized and until they have been finalized a contingency level of 15% is appropriate.
- c) Union can confirm that there is no contribution in aid of construction (CIAC) associated with the proposed facilities.

UNION GAS LIMITED

Answers to Interrogatories from
Board Staff

Interrogatory # 3

Ref: Pre-filed Evidence, page 2
Pre-filed Evidence, Schedule 15

Preamble:

Union states that it met with all directly affected landowners and has obtained the majority of the land rights required to complete the Project. Union states that no permanent easements are required. Union anticipates obtaining the remaining temporary easements and fee simple land purchases prior to construction.

According to section 97 of the Ontario Energy Board Act, 1998 (OEB Act), “In an application under section 90, 91 or 92, leave to construct shall not be granted until the applicant satisfies the Board that it has offered or will offer to each owner of land affected by the approved route or location an agreement in a form approved by the Board.” Union will therefore require the OEB’s approval of the form of easement agreement that it has offered or will offer to the affected landowners.

Questions:

- a) What is the current status and prospect of communication and negotiations with landowners of properties where fee simple land purchases are needed?
- b) Please confirm that no permanent land use rights are needed. If permanent land use rights are needed, what is the current status and prospect of communication and negotiations with landowners of properties where permanent land use rights are needed?
- c) What is the current status and prospect of communication and negotiations with landowners of properties where temporary land use rights are needed?
- d) Please provide a copy of the temporary land use agreement that has been offered (or will be offered) to all directly affected landowners.
- e) Has the form of temporary land use agreement Union has offered (or will offer) to all directly affected landowners been previously approved by the OEB, and if so, in which proceeding?
- f) If the answer to e) is no, what is the most recent proceeding that Union obtained

approval from the OEB of its temporary land use agreement? What are the differences between that agreement and the agreement filed in response to d) above?

Responses:

- a) Union has signed Option Agreements for all of the lands which require a fee simple land purchase.
- b) Confirmed, no permanent easements are required for the project.
- c) Union has signed Option Agreements for 7 out of the 8 temporary land rights required for the project. The other landowner has agreed to sign the temporary land use agreements however, the agreements have not yet been finalized.
- d) Attached at Schedule 1 is a copy of the Temporary Land Use Agreement that has been offered to all landowners.
- e) The Temporary Land Use Agreement was submitted to the OEB as part of the EB-2016-0186 proceeding.
- f) N/A

Appendix A

Temporary Land Use Agreement



TEMPORARY LAND USE AGREEMENT

(Hereinafter called the "Agreement")

Between

(hereinafter called the "Owner")

and

UNION GAS LIMITED

(hereinafter called the "Company")

In consideration of the sum of _____XX/100 Dollars (\$____), payable by the Company to the Owner within thirty (30) days of signing of this Agreement in accordance with the compensation labelled as Appendix "A" hereto.

the Owner of **PIN:**

Legal Description: labelled as Appendix "B" hereto.hereby grants to Company, its servants, agents, employees, contractors and sub-contractors and those engaged in its and their business, the right on foot and/or with vehicles, supplies, machinery and equipment at any time and from time to time during the term of this Agreement to enter upon, use and occupy a parcel of land (hereinafter called the "Lands") more particularly described on the Sketch attached hereto labelled as **Appendix "C"** and forming part of this Agreement, the Lands being immediately adjacent to and abutting the Choose an item. for any purpose incidental to, or that the Company may require in conjunction with, the construction by or on behalf of the Company of a proposed Choose an item. and appurtenances on the Lands including, without limiting the generality of the foregoing, the right to make temporary openings in any fence (if applicable) along or across the Lands and to remove any other object therein or thereon interfering with the free and full enjoyment of the right hereby granted and further including the right of surveying and placing, storing, levelling and removing earth, dirt, fill, stone, debris of all kinds, pipe, supplies, equipment, vehicles and machinery and of movement of vehicles, machinery and equipment of all kinds.

1. This Agreement is granted upon the following understandings:

- a) The rights hereby granted terminate on the _____ day of _____ 20__.
- b) The Company shall make to the person entitled thereto due compensation for any damages resulting from the exercise of the right hereby granted and if the compensation is not agreed upon it shall be determined in the manner prescribed by Section 100 of The Ontario Energy Board Act, R.S.O. 1998 S.O. 1998, c.15 Schedule B, as amended or any Act passed in amendment thereof or substitution there for;
- c) As soon as reasonably possible after the construction, the Company at its own expense will level the Lands, remove all debris therefrom and in all respects, restore the Lands to their former state so far as is reasonably possible, save and except for items in respect of which compensation is due under paragraph (b) and the Company will also restore any gates and fences interfered with around, *(if applicable)* the Lands as closely and as reasonably possible to the condition in which they existed immediately prior to such interference by the Company.
- d) It is further agreed that the Company shall assume all liability and obligations for any and all loss, damage or injury, (including death) to persons or property that would not have happened but for this Agreement or anything done or maintained by the Company hereunder or intended so to be and the Company shall at all times indemnify and save harmless the Owner from and against all such loss, damage or injury and all actions, suits, proceedings, costs, charges, damages, expenses, claims or demands arising therefrom or connected therewith provided that the Company shall not be liable under the Clause to the extent to which such loss, damage or injury is caused or contributed to by the gross negligence or wilful misconduct of the Owner.

The Company and the Owner agree to perform the covenants on its part herein contained.

Dated this ____ day of _____ 20__.

[Insert name of individual or corporation]

Signature (Owner)

Print Name(s) (and position held if applicable)

Address (Owner)

Signature (Owner)

Print Name(s) (and position held if applicable)

Address (Owner)

UNION GAS LIMITED

Signature (Company)

[Insert name of signing authority], Choose an item.

Name & Title (Union Gas Limited)

I have authority to bind the Corporation.

519-436-4673

Telephone Number (Union Gas Limited)

Additional Information: (if applicable):

Property Address:

HST Registration Number:

UNION GAS LIMITED

Answers to Interrogatories from
Board Staff

Interrogatory # 4

Ref: Pre-filed Evidence, page 10, paragraph 55

Preamble:

Copies of the Environmental Reports were submitted to the Ontario Pipeline Coordination Committee (OPCC) on November 17, 2017. A summary of the comments regarding the Environmental Reports and Union's responses will be provided when received.

Question:

Please file an update on the comments (in tabular format) that Union received as part of the OPCC review and in any public consultation. Include the dates of communication, the issues and concerns identified by the parties, as well as Union's responses and actions to address these issues and concerns.

Response:

An updated OPCC Review Summary can be found at Schedule 1.

**OPCC Review Summary 2018
EB-2018-0003**

Oxford Reinforcement Project

AGENCY	COMMENT	RESPONSE
<p>Email received by Devin Soeting Neegan Burnside November 20, 2017 From: Barbra Slattery EA/ Planning Coordinator Ministry of the Environment and Climate Change</p> <p>Email April 11, 2018 From Barbara Slattery</p>	<p>Indicated that the historic Big Creek Landfill is within the study area and there could be uncertainty as to its proximity to the pipeline.</p> <p>Also advised that excess soil be managed under Ontario's excess soil bet management practices.</p> <p>Management of dust control</p>	<p>Email Sent by Devin Soeting April 11, 2018 Construction will not be in the vicinity of the landfill for this section of pipeline. If a Phase two section is to be constructed at a later date, the routing and potential impacts will be revisited.</p> <p>Due to the small size of the pipeline and construction methods, it is not anticipated that excess soil will be an issue. However if excess soil becomes an issue, it will be handle consistent with the Ontario soil best practices.</p> <p>All relevant plans will be made available to an Environmental officer upon request.</p> <p>No further comments</p>
AGENCY	COMMENT	RESPONSE
<p>Email received by Devin Soeting Neegan Burnside January 12, 2018</p> <p>From: Karina Cerniavskaja District Planner Ministry of Natural Resource and Forestry</p> <p>Email sent by Devin Soeting To Karina Cerniavskaja April 12, 2018</p>	<p>Majority of comments centered on Species at Risk. (SAR) and the identification of possible habitat within the construction foot print.</p> <p>Field studies were undertaken on April 9, 2018 as regulated by the MNRF, to determine the presents of SAR. No evidence of SAR was observed.</p>	<p>Email sent by Devin Soeting January 15, 2018 Acknowledging that a field study will be conducted in spring 2018.</p> <p>Email from Karina Cerniavskaja April 13, 2018 Acknowledging that the field work has been completed.</p>

From: Slattery, Barbara (MOECC) [REDACTED]
Sent: Wednesday, April 11, 2018 2:27 PM
To: [REDACTED]
Subject: RE: Union Gas Ltd. Oxford Reinforcement Pipeline Project

Thank you, no further comments.

From: Devin Soeting [REDACTED]
Sent: April 11, 2018 2:22 PM
To: Slattery, Barbara (MOECC)
Subject: RE: Union Gas Ltd. Oxford Reinforcement Pipeline Project

Hi Barbara,

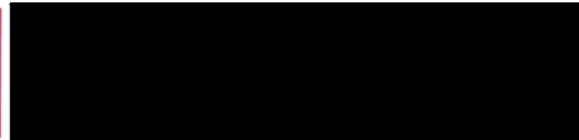
Thank you for your review of the Addendum to the Environmental Report and your comments. Please find the response to your comments, below.

1. Should waste be encountered, the waste will be removed and send to an appropriately approved final disposal site. However, please note that the property thought to contain the Big Creek Landfill Site is located within the Phase Two lands. Phase Two will be constructed at a later date (not known at this time) and the routing and potential impacts associated with the construction of Phase Two will be revisited in a separate Addendum Report, closer to the proposed time of construction.
2. Since the pipeline is only 4 inches in diameter and will be installed via Horizontal Directional Drilling in many areas, excess soil is not anticipated to be an issue. However, should soil management be required due to unforeseen circumstances, it will be managed by the Contractor. The Contractor will be required to manage the soil in a manner consistent with Ontario's excess soil best management practices.
3. All relevant plans will be made available to an Environmental Officer on request.

We trust that this satisfies the comments shown in the email chain below.

Kind regards,

NEEGAN BURNSIDE
Devin Soeting, C.E.T., CAN-CISEC
 Aquatic Ecologist



From: Slattery, Barbara (MOECC) [REDACTED]
Sent: Monday, November 20, 2017 1:40 PM
To: Devin Soeting [REDACTED]
Subject: Union Gas Ltd. Oxford Reinforcement Pipeline Project

Thank you for your circulation of the addendum to the Environmental Report that was prepared in 2016 to meet the requirements of the Ontario Energy Board. I have reviewed the Addendum and have the following comments for your consideration.

- The Addendum notes the historic Big Creek Landfill Site which may impact the project due to the uncertainty of the fill lines of this old landfill. In the event that waste is encountered, it is expected that this waste will be removed and sent to an appropriately approved final disposal site;
- It is also expected that excavated soil will be managed in a manner consistent with Ontario's excess soil best management practices which involves retaining Qualified Persons (as defined by O.Reg. 153/04) to develop and oversee an excess soil management plan. The plan should be prepared and be made available to an Environmental Officer on request.

Information can be found at: <https://www.ontario.ca/page/management-excess-soil-guide-best-management-practices>

The province is currently consulting on a proposed excess soils regulation, available at the below link:

<https://www.ebr.gov.on.ca/ERS-WEB-External/displaynoticecontent.do?noticeId=MTMyMzMw&statusId=MjAwOTA2&language=en>

- Similarly, the dust control/management (and any other plans noted in the addendum) plan that is referenced should also be prepared and made available to an Environmental Officer on request.

With regards,

Barb Slattery, EA/Planning Coordinator
Ministry of the Environment and Climate Change
 West Central Region
 [REDACTED]

From: Cerniavskaja, Karina (MNRF) [REDACTED]
Sent: April 13, 2018 2:20 PM
To: Devin Soeting
Cc: Norm Dumouchelle
Subject: [External] RE: MNRF Comments - Oxford Reinforcement Pipeline Project Environmental Report for Oxford and Norfolk Counties

Hi Devin,

Thank you for doing the survey work and letting MNRF know.

Karina

Karina Černiavskaja, District Planner

Ministry of Natural Resources and Forestry, Aylmer District
[REDACTED]

As part of providing [accessible customer service](#), please let me know if you have any accommodation needs or require communication supports or alternate formats.

From: Devin Soeting [REDACTED]
Sent: April-12-18 4:42 PM
To: Cerniavskaja, Karina (MNRF)
Cc: Norm Dumouchelle [REDACTED]
Subject: RE: MNRF Comments - Oxford Reinforcement Pipeline Project Environmental Report for Oxford and Norfolk Counties

Hi Karina,

An ecologist surveyed the corridor for American Badger and Eastern Hognose Snake hibernacula on April 9, 2018, and did not identify any potential features that would be considered preferred habitat within the proposed construction footprint. As discussed below, this result was as expected based on the limited potential for adverse effects associated with the proposed works taking place within the road right-of-way.

However, Neegan Burnside will provide Union Gas with Species at Risk information cards that will be distributed to the Contractor identifying the potential SAR in the region (American Badger and Eastern Hognose Snake) and providing key identification features and recommended courses of action should any SAR be observed during construction activities.

We trust that this satisfies the requirements discussed in the email chain below.

Kind regards,

NEEGAN BURNSIDE

Devin Soeting, C.E.T., CAN-
CISEC

Aquatic Ecologist

From: Devin Soeting

Sent: Monday, January 15, 2018 3:15 PM

To: Cerniavskaja, Karina (MNRF) >

Cc: Norm Dumouchelle

Subject: RE: MNRF Comments - Oxford Reinforcement Pipeline Project Environmental Report for Oxford and Norfolk Counties

Hi Karina,

Thank you for your response regarding the Oxford Reinforcement Pipeline Project Environmental Report for Oxford and Norfolk Counties. A qualified ecologist will survey the corridor in the Spring, prior to construction to identify any potential features associated with the below-mentioned species. We will prepare an addendum that specifically addresses any habitat potential and associated impacts to the SAR listed below associated with the project works and activities. However, as discussed there is a very low potential for any adverse effects as all works will be limited to within the existing right-of-way which is already disturbed and does not provide preferred habitat for SAR.

It is not expected that we will require a Letter of Advice from the MNRF as part of the application and approval process for this project, as the study area does not provide direct habitat for SAR and is unlikely to result in adverse effects to SAR individuals, populations or habitat.

Please feel free to contact me should you have any further questions or concerns.

Kind regards,

Devin

NEEGAN BURNSIDE

Devin Soeting, C.E.T., CAN-
CISEC

Environmental Technologist

From: Cerniavskaja, Karina (MNRF)

Sent: Friday, January 12, 2018 9:04 AM

To: Devin Soeting

Subject: MNRF Comments - Oxford Reinforcement Pipeline Project Environmental Report for Oxford and Norfolk Counties

Good morning Devin,

Our apologies for the late comment submission. Please note due to the high volume of requests, MNRF Aylmer District response time is between 8 and 10 weeks upon receipt of all necessary information, as outlined in the attached Technical Bulletin.

The Ministry of Natural Resources and Forestry (MNRF), Aylmer District has reviewed the Oxford Reinforcement Pipeline Project Environmental Report for Oxford and Norfolk Counties, and offers the following comments:

- The Species at Risk screening provided for this project in 2015 is still applicable but the following species occurrences should be added
 - Eastern hog-nosed snake (Threatened) more information available here: <https://www.ontario.ca/page/eastern-hog-nosed-snake>
 - Blanding's turtle (Threatened) more information available here: <https://www.ontario.ca/page/blandings-turtle>
- It is important to note that there is little mention of the American badger (Endangered) in this report, i.e. no mention of surveying for burrows

The likelihood of the proposed project impacting the three above noted species is fairly low, however MNRF recommends a qualified expert in identifying American badger and Eastern hog-nosed snake potential key habitat features (e.g. hibernacula, nesting, dens, etc.) survey the corridor in the spring so that any identified potential features can be protected.

If the proponent is looking for a Letter of Advice (LOA) for the proposed project MNRF requires additional details, such as anticipated start/end dates; actual dimensions of impacted footprint; proposed mitigation measures for both potential habitat and species encounters etc.; and a Union Gas representative responsible for the project along with contact info (LOA would be addressed to this person).

Please let me know if you have any questions.

Thank you,
Karina

Karina Černiavskaja

District Planner – Aylmer District
Ministry of Natural Resources and Forestry

[REDACTED]

[REDACTED] *let me know if you have any accommodation needs or require communication supports or alternate formats.*

UNION GAS LIMITED

Answers to Interrogatories from
Board Staff

Interrogatory # 5

Ref: Pre-filed Evidence, Schedule 5

Preamble:

The report System Design Criteria for Reinforcement on the Eastern Transmission Gas Delivery System identifies and provides commentary on alternatives to the Proposed Facilities.

Question:

Please provide cost estimates for all of the alternatives to the Proposed Facilities identified in the report.

Response:

Below is a table containing the cost estimates for the alternatives identified in the System Design Criteria Report. The magnitude cost rangeability is -25% to +50%.

Section	Description	Cost (\$ Millions)
3.5.1	Installing a Different Diameter Pipeline (NPS 6)	6.4
3.5.1	Installing a Different Diameter Pipeline (NPS 10)	8.4
3.5.2	Installing a Longer Reinforcement Project	11.4
3.5.3	Looping in a Different Location (loop NPS 8 with NPS 10)	16.1
3.5.3	Looping in a Different Location (loop NPS 6 with NPS 8)	14.2
3.5.4	Upgrading the Existing Lateral	N/A ¹

¹ The eastern transmission system receives gas from the Dawn Parkway System. Increasing the pressure of pipelines that are part of the Eastern Transmission System without a corresponding increase in the pressures received from the Dawn Parkway System will not provide any additional capacity to the eastern transmission System. At the current time there is no additional pressure that can be obtained from the Dawn Parkway system.

3.5.5	Joining Two Previously Unconnected Systems	N/A ²
3.5.6	Installing Compression	60.0
3.5.7	Obtaining Supply from Nearby Non-Union Pipelines	27.9
3.5.8	Obtaining Supply from Local Production	N/A ³

All of the above alternatives are more costly than the Proposed Facilities with the exception of installing NPS6 pipe identified in alternative 3.5.1. Installing a NPS6 pipeline is approximately \$1 million less than the Proposed Facilities however, this alternative does not provide the capacity required for the Eastern Transmission System in the long term.

² The Nanticoke and Dominion east systems were connected in 2016. There are no other Union systems in the area that could be connected to supply the project area.

³ Local production is not guaranteed and therefore cannot be counted on as a firm supply of natural gas.

Interrogatory # 6

Ref: Pre-filed Evidence, Schedule 11

Preamble:

The project schedule suggests that Union anticipates a decision from the OEB in May, 2018.

Question:

Please discuss how a possible delay of the in-service date may affect the proposed project.

Response:

A delay of up to four weeks from May 31, 2018, is not expected to significantly impact the required by in-service date or cost of the project. A delay greater than four weeks could impact Union's execution strategy of completing the Proposed Facilities during off-peak summer months and delay the in-service date of the Project.

Interrogatory # 7

Ref: Pre-filed Evidence, Schedule 16, page 30, section 2.5.4.2

Preamble:

A Stage 1 and Stage 2 archaeological assessment and a Cultural Heritage Assessment of the preferred route were completed and submitted to the Ministry of Tourism, Culture, and Sport (MTCS) for review and input.

Questions:

- a) What is the status of MTCS' review of the Stage 1 and Stage 2 archaeological assessments and Cultural Heritage Assessment?
- b) Please provide copies of any correspondence Union has received from MTCS since providing the Stage 1 and Stage 2 archaeological assessment and Cultural Heritage Assessment for review and input.

Responses:

- a) All archaeological and cultural assessments have been completed and signed off by MTCS.
- b) The signed copies of the "Entry into the Ontario Public Register of Archaeological Reports" for Stage 1, Stage 2 and an additional station site can be found at Schedule 1.

Ministry of Tourism, Culture and Sport

Archaeology Programs Unit
Programs and Services Branch
Culture Division
401 Bay Street, Suite 1700
Toronto ON M7A 0A7
Archaeology@ontario.ca

Ministère du Tourisme, de la Culture et du Sport

Unité des programmes d'archéologie
Direction des programmes et des services
Division de culture
401, rue Bay, bureau 1700
Toronto ON M7A 0A7
Archaeology@ontario.ca

Filed: 2018-04-19
EB-2018-0003
B.Staff.7
Schedule 1
Page 1 of 4



Dec 18, 2015

Samantha Markham (P438)
AECOM
747 - 530 Mornington London ON N5Y 3E5

**RE: RE: Entry into the Ontario Public Register of Archaeological Reports:
Archaeological Assessment Report Entitled, "Stage 1 Archaeological Assessment
Oxford Reinforcement Pipeline Project Multiple Lots and Concessions Geographic
Township of Norwich South, Oxford County and Geographic Townships of
Middleton and Windham, Norfolk County, Ontario ", Dated Dec 9, 2015, Filed with
MTCS Toronto Office on N/A, MTCS Project Information Form Number P438-0045-
2015, MTCS File Number 0003737**

Dear Ms. Markham:

The above-mentioned report, which has been submitted to this ministry as a condition of licensing in accordance with Part VI of the Ontario Heritage Act, R.S.O. 1990, c 0.18 has been entered into the Ontario Public Register of Archaeological Reports without technical review.¹

Please note that the ministry makes no representation or warranty as to the completeness, accuracy or quality of reports in the register.

Should you require further information, please do not hesitate to send your inquiry to Archaeology@Ontario.ca

cc. Archaeology Licensing Officer
Doug Schmidt, Union Gas Limited
Zora Crnojacki, Ontario Energy Board

¹In no way will the ministry be liable for any harm, damages, costs, expenses, losses, claims or actions that may result: (a) if the Report(s) or its recommendations are discovered to be inaccurate, incomplete, misleading or fraudulent; or (b) from the issuance of this letter. Further measures may need to be taken in the event that additional artifacts or archaeological sites are identified or the Report(s) is otherwise found to be inaccurate, incomplete, misleading or fraudulent.


Ministry of Tourism, Culture and Sport

Archaeology Programs Unit
Programs and Services Branch
Culture Division
401 Bay Street, Suite 1700
Toronto ON M7A 0A7
Tél.: (416) 212-5107
Email: Wai.Hadlari@ontario.ca

Ministère du Tourisme, de la Culture et du Sport

Unité des programmes d'archéologie
Direction des programmes et des services
Division de culture
401, rue Bay, bureau 1700
Toronto ON M7A 0A7
Tél. : (416) 212-5107
Email: Wai.Hadlari@ontario.ca

Filed: 2018-04-19
EB-2018-0003
B.Staff.7
Schedule 1
Page 2 of 4



Jan 4, 2016

Samantha Markham (P438)
AECOM
747 - 530 Mornington London ON N5Y 3E5

RE: Review and Entry into the Ontario Public Register of Archaeological Reports: Archaeological Assessment Report Entitled, "Stage 2 Archaeological Assessment Oxford Reinforcement Pipeline Project, Phase 1 Multiple Lots and Concessions Geographic Township of Norwich South, Oxford County and Geographic Townships of Middleton and Windham, Norfolk County, Ontario ", Dated Dec 9, 2015, Filed with MTCS Toronto Office on Dec 17, 2015, MTCS Project Information Form Number P438-0056-2015, MTCS File Number 0003737

Dear Ms. Markham:

This office has reviewed the above-mentioned report, which has been submitted to this ministry as a condition of licensing in accordance with Part VI of the Ontario Heritage Act, R.S.O. 1990, c 0.18.¹ This review has been carried out in order to determine whether the licensed professional consultant archaeologist has met the terms and conditions of their licence, that the licensee assessed the property and documented archaeological resources using a process that accords with the 2011 Standards and Guidelines for Consultant Archaeologists set by the ministry, and that the archaeological fieldwork and report recommendations are consistent with the conservation, protection and preservation of the cultural heritage of Ontario.

The report documents the assessment of the study area as depicted in Figure 2 and Figures 4a to 4h of the above titled report and recommends the following:

1) Due to the paucity of material recovered Locations 1, 2, and 3 do not fulfill the criteria for a Stage 3 archaeological assessment as per Section 2.2, Standard 1 (ii) of the Standards and Guidelines for Consultant Archaeologists Ontario Government 2011). No further archaeological assessment is recommended for Locations 1, 2, and 3 as they do not retain cultural heritage value or interest.

Based on the information contained in the report, the ministry is satisfied that the fieldwork and reporting for the archaeological assessment are consistent with the ministry's 2011 Standards and Guidelines for Consultant Archaeologists and the terms and conditions for archaeological licences. This report has been entered into the Ontario Public Register of Archaeological Reports. Please note that the ministry makes no representation or warranty as to the completeness, accuracy or quality of reports in the register.

Filed: 2018-04-19

EB-2018-0003

B.Staff.7

Schedule 1

Page 3 of 4

Should you require any further information regarding this matter, please feel free to contact me.

Sincerely,

Wai Hadlari
Archaeology Review Officer

cc. Archaeology Licensing Officer
Doug Schmidt, Union Gas Limited
Zora Crnojacki, Ontario Energy Board

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Ministry of Tourism, Culture and Sport

Archaeology Programs Unit
Programs and Services Branch
Culture Division
401 Bay Street, Suite 1700
Toronto ON M7A 0A7
Archaeology@ontario.ca

Ministère du Tourisme, de la Culture et du Sport

Unité des programmes d'archéologie
Direction des programmes et des services
Division de culture
401, rue Bay, bureau 1700
Toronto ON M7A 0A7
Archaeology@ontario.ca



Filed: 2018-04-19
EB-2018-0003
B.Staff.7
Schedule 1
Page 4 of 4

Dec 15, 2017

Samantha Markham (P438)
AECOM
14 - 320 Westminster London ON N6C 5H5

RE: Entry into the Ontario Public Register of Archaeological Reports: Archaeological Assessment Report Entitled, "Stage 2 Archaeological Assessment, Oxford Reinforcement Pipeline Project, Oxford Station Part of Lot 48, Concession 2, Geographical Township of Middleton, Norfolk County, Ontario ", Dated Dec 11, 2017, Filed with MTCS Toronto Office on Dec 13, 2017, MTCS Project Information Form Number P438-0137-2017, MTCS File Number 0003737

Dear Ms. Markham:

The above-mentioned report, which has been submitted to this ministry as a condition of licensing in accordance with Part VI of the Ontario Heritage Act, R.S.O. 1990, c 0.18, has been entered into the Ontario Public Register of Archaeological Reports without technical review.¹

Please note that the ministry makes no representation or warranty as to the completeness, accuracy or quality of reports in the register.

Should you require further information, please do not hesitate to send your inquiry to Archaeology@Ontario.ca

cc. Archaeology Licensing Officer
Norm Dumouchelle, Union Gas Limited
Zora Crnojacki, Ontario Energy Board

¹In no way will the ministry be liable for any harm, damages, costs, expenses, losses, claims or actions that may result: (a) if the Report(s) or its recommendations are discovered to be inaccurate, incomplete, misleading or fraudulent; or (b) from the issuance of this letter. Further measures may need to be taken in the event that additional artifacts or archaeological sites are identified or the Report(s) is otherwise found to be inaccurate, incomplete, misleading or fraudulent.

Interrogatory # 8

Ref: Pre-filed Evidence, Schedule 16, page 309

Question:

The Addendum to the Oxford Reinforcement Pipeline Project Environmental Report is water marked “Draft”. Please confirm this is the final draft. If not, please provide a copy of the final draft.

Response:

Confirmed. The submitted addendum in the application was the final report.

Interrogatory # 9

Ref: Pre-filed Evidence, page 1

Union applied for leave to construct facilities under section 90(1) of the OEB Act.

Question:

OEB staff has prepared the draft Conditions of Approval set out on the following page. If Union does not agree to any of the draft conditions of approval noted below, please identify the specific conditions that Union disagrees with and explain why.

For conditions in respect of which Union would like to recommend changes, please provide the proposed changes.

**Draft
Leave to Construct Conditions of Approval
Application under Section 90 of the OEB Act
Union Gas Limited
EB-2018-0003**

1. Union Gas Limited (Union) shall construct the facilities and restore the land in accordance with the OEB's Decision and Order in EB-2017-0261 and these Conditions of Approval.
2. (a) Authorization for leave to construct shall terminate 12 months after the decision is issued, unless construction has commenced prior to that date.

(b) Union shall give the OEB notice in writing:
 - i. of the commencement of construction, at least ten days prior to the date construction commences;
 - ii. of the planned in-service date, at least ten days prior to the date the facilities go into service;
 - iii. of the date on which construction was completed, no later than 10 days following the completion of construction; and
 - iv. of the in-service date, no later than 10 days after the facilities go into service.
3. Union shall implement all the recommendations of the Environmental Report filed in the proceeding, and all the recommendations and directives identified by the Ontario Pipeline Coordinating Committee review.
4. Union shall advise the OEB of any proposed change to OEB-approved construction or restoration procedures. Except in an emergency, Union shall not make any such change without prior notice to and written approval of the OEB. In the event of an emergency, the OEB shall be informed immediately after the fact.
5. Union shall file, in the proceeding where the actual capital costs of the project are proposed to be included in rate base, a Post Construction Financial Report, which shall indicate the actual capital costs of the project and shall provide an explanation for any significant variances from the cost estimates filed in this proceeding.

6. Both during and after construction, Union shall monitor the impacts of construction, and shall file with the OEB one paper copy and one electronic (searchable PDF) version of each of the following reports:

a) A post construction report, within three months of the in-service date, which shall:

- i. provide a certification, by a senior executive of the company, of Union's adherence to Condition 1;
- ii. describe any impacts and outstanding concerns identified during construction;
- iii. describe the actions taken or planned to be taken to prevent or mitigate any identified impacts of construction;
- iv. include a log of all complaints received by Union, including the date/time the complaint was received, a description of the complaint, any actions taken to address the complaint, the rationale for taking such actions; and
- v. provide a certification, by a senior executive of the company, that the company has obtained all other approvals, permits, licenses, and certificates required to construct, operate and maintain the proposed project.

b) A final monitoring report, no later than fifteen months after the in-service date, or, where the deadline falls between December 1 and May 31, the following June 1, which shall:

- i. provide a certification, by a senior executive of the company, of Union's adherence to Condition 3;
- ii. describe the condition of any rehabilitated land;
- iii. describe the effectiveness of any actions taken to prevent or mitigate any identified impacts of construction;
- iv. include the results of analyses and monitoring programs and any recommendations arising therefrom; and
- v. include a log of all complaints received by Union, including the date/time the complaint was received; a description of the complaint; any actions taken to address the complaint; and the rationale for taking such actions.

Response:

Union can accept all of the proposed conditions of approval with the exception of Condition 5

Union would like to propose that the post construction financial report be filed at the same time as the final monitoring report is due, no later than fifteen months after in-service date, or, where the deadline falls between December 1 and May 31, the following June 1.

Filing a post construction financial report in 2028 which is when Union is proposing to submit its next rate rebasing application, does not appear to meet the intent of the condition.