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May 17, 2018

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**Sent By Electronic Mail, Courier and RESS Electronic Filing**

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

Dear Ms. Walli:

**EB-2017-0232: Application for municipal franchise agreement with the County of Oxford**

**Re: Responses to Interrogatories**

Further to Procedural Order No. 1 dated April 19, 2018, please find the enclosed the written submissions of EPCOR Natural Gas Limited Partnership (EPCOR) in connection with the above matter.

Please do not hesitate to contact me if you have any questions.

Yours very truly,



Patrick G. Welsh

PW:vs

c (email only): Patrick McMahon, *Union Gas Limited*  
Azalyn Manzano, *Ontario Energy Board*  
Brian Lippold, *EPCOR Natural Gas Limited Partnership*  
Britt Tan, *EPCOR*  
Richard King, *Osler, Hoskin & Harcourt LLP*

## **EPCOR Responses to Interrogatories from Board Staff**

### **Board Staff Interrogatory 1**

**Ref:** Evidence, Schedule K

#### **Preamble:**

EPCOR filed a copy of the resolution adopted by the County of Oxford on May 24, 2017 and an unsigned copy of the franchise agreement.

#### **Questions:**

- a) Please confirm that this is the form of the final franchise agreement that EPCOR would like the OEB to approve.
- b) Please provide a list of all the deviations from the 2000 Model Franchise Agreement and explain the rationale for each one.

#### **Responses:**

- a) As described in EPCOR's application dated June 12, 2017 (the "**Application**"), EPCOR's predecessor, Natural Resource Gas Limited ("**NRG**") has been attempting to renew this franchise agreement with the County of Oxford ("**Oxford**") since early 2012.

If the Ontario Energy Board (the "**OEB**") requires new or modified terms to the franchise agreement between EPCOR and Oxford, then EPCOR will bring these new or modified terms to Oxford and seek its consent, or otherwise advise Oxford of the Board's direction. Indeed, a more expeditious solution would be for the OEB to issue an Order granting a franchise agreement for Oxford to EPCOR on such new or modified terms as the OEB deems just.

- b) A "redline" comparing the OEB's 2000 Model Franchise Agreement and the proposed franchise agreement between EPCOR and Oxford is attached as Schedule "A" to these IRRs. These changes are further described in the chart below.

<b>Original</b>	<b>Change</b>	<b>Commentary</b>
"PART"	"ARTICLE "	Change of numbering.
"Paragraph 5"	"Paragraph 3.1"	Paragraph 5 is now Paragraph 3.1 due to change of numbering.
The consent of the Corporation is hereby given and granted to the Gas Company to distribute, store and	Deleted	Model Franchise Agreement indicates to

Original	Change	Commentary
transmit gas in and through the Municipality to the Corporation and to the inhabitants of the Municipality.		choose one of these paragraphs.
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.	Deleted	MFA indicates to choose one of these paragraphs.
If the Corporation has previously received gas distribution services, [...]	Deleted	No substantive change – the Corporation <u>has</u> previously received gas distribution services.
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.	Deleted	Deleted at the insistence of the County of Oxford.
“Paragraph 9”	“Paragraph 3.5”	Paragraph 9 is now Paragraph 3.5 due to change of numbering.
“Paragraph 12”	“Paragraph 3.8”	Paragraph 12 is now Paragraph 3.8 due to change of numbering.
“by-laws”	“bylaws”	No substantive change.
“Paragraph 5”	“Paragraph 3.1”	Paragraph 5 is now Paragraph 3.1 due to change of numbering.
<p>“18. Other Conditions</p> <p>The following paragraph shall be inserted as a special condition in the old Union Gas franchise area, which is understood to be the franchise area of Union Gas in southwestern Ontario prior to its merger with Centra Gas.</p> <p>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</p>	Deleted	Deleted per instructions in MFA.

Original	Change	Commentary
relocate, at its sole expense, such part of the gas system at the point specified, to a location satisfactory to the Engineer/Road Superintendent.”		

## **Board Staff Interrogatory 2**

**Ref:** Evidence, Schedule H, p. 2; Schedule F, December 3, 1998 letter from the County of Oxford; Schedule J, p. 4

### **Preamble:**

EPCOR provided a copy of the emails between NRG and the County of Oxford dated December 12, 2016 and March 20, 2017. The County of Oxford raised an issue regarding responsibilities and cost apportionment under the Drainage Act, while referencing a current legal dispute with regard to a lower tier municipality and a gas utility within the Province of Ontario. However, there was no proposed language to amend the model franchise agreement included in the County of Oxford's email.

In a previous set of letters exchanged between NRG and the County of Oxford from 2009, the County of Oxford proposed a change to the form of the agreement and indicated that it would like the last part of the section on Pipeline Relocation to read: "The total relocation costs shall be borne by Natural Resource Gas Limited, with no financial contribution by the County of Oxford."

However, in the unsigned franchise agreement approved by the County of Oxford and filed by EPCOR, the relevant section reads (and is consistent with the Model Franchise Agreement):

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.

### **Question:**

- a) Please explain the purpose of filing in evidence the letters between NRG and the County of Oxford in 2009, and the emails between NRG and the County of Oxford in 2016 and 2017.
- b) Please confirm if negotiations between EPCOR and the County of Oxford have been resolved as reflected in the form of the franchise agreement approved by the County of Oxford on May 24, 2017.
- c) If not, please describe any unresolved issues between EPCOR and the County of Oxford regarding the form of the franchise agreement, and provide a summary of any negotiations to date, as well as the timing for the conclusion of the negotiations.

**Response:**

The purpose of filing the correspondence between NRG and Oxford was to provide the OEB with the background surrounding NRG's discussions with Oxford as it related to the renewal of the Existing Franchise Agreement. In particular, NRG provided this information to explain to the OEB that the modification to the Model Franchise Agreement, specifically the removal of the reference to the *Drainage Act*, was at Oxford's request and that the removal was a condition precedent of Oxford's in order to enter into a new franchise agreement with NRG.

As described in the Application, Oxford council approved the form of the Revised Franchise Agreement. There have been no further discussions, and no further discussions are contemplated, regarding the Revised Franchise Agreement, as both EPCOR and Oxford have been waiting for the OEB to process the Application that was first submitted to the OEB in June 2017.

**Board Staff Interrogatory 3**

**Ref:** Evidence, Schedule B; Schedule E

**Preamble:**

EPCOR states that its natural gas distribution facilities exclusively within the County of Oxford's jurisdiction relate to Culloden Line, Prouse Road and Brownsville Road, as indicated in Schedule B. The certificate E.B.C. 111 and 119 grants EPCOR the right to construct works to supply gas and to supply gas in the Township of Southwest Oxford, which is located in the County of Oxford.

**Questions:**

- a) Please confirm that EPCOR's certificate for the Township of Southwest Oxford covers the area described in Schedule B.
- b) Please confirm if all of EPCOR's infrastructure within the Township of Southwest Oxford is currently located within the bounds of its certificate for the Township of Southwest Oxford.

**Response:**

- a) Yes
- b) Yes, all of EPCOR's infrastructure within the Township of Southwest Oxford is currently located within the bounds of its certificate for the Township of Southwest Oxford.

### **Intervenor Interrogatory 1**

**Reference:** EPCOR Application, page 1

“All of NRG’s customers in Oxford are located within lower-tier municipalities with valid franchise agreements. NRG’s natural gas distribution facilities exclusively within Oxford’s jurisdiction relate to three county roads (specifically, Culloden Line, Prouse Road and Brownsville Road), as shown in a diagram attached as Schedule “B”. ”

#### **Questions:**

- a) Please confirm that the only lower-tier municipality within the County of Oxford for which EPCOR holds a valid franchise agreement is the Township of South-West Oxford.
- b) Please confirm that the only areas within the Township of South-West Oxford for which EPCOR holds Certificate of Public Convenience and Necessity rights are: (1) the whole of Lots 15 to 23 in Concession 1; (2) the whole of Lot 24 in Concession 1 except that part of Lot 24 lying north of Highway 401; (3) the whole of Lots 15 to 28 in each of Concessions 2 to 12; (4) the southerly quarter of Lot 14 in Concession 10; and (5) the southerly quarter of Lot 14 in Concession 11.
- c) Please provide a customer density map showing the location of EPCOR’s customers and facilities within the Township of South-West Oxford.

#### **Response:**

Please see EPCOR’s response to Board Staff’s Interrogatory #3



## **Intervenor Interrogatory 2**

**Reference:** EPCOR Application, page 3

“At Oxford’s request, NRG agreed to remove a reference to the Drainage Act in the Proposed Franchise Agreement and provided Oxford with a revised Proposed Franchise Agreement (the “Revised Franchise Agreement”).”

### **Questions:**

- (a) Please confirm EPCOR’s understanding that the current Model Franchise Agreement resulted from agreements among stakeholders participating in the Ontario Energy Board’s RP-1999- 0048 proceeding
- (b) Please confirm EPCOR’s understanding that separate forms of the 2000 Model Franchise Agreement were approved for use with lower-tier and upper-tier municipalities.
- (c) Please confirm that the proposed franchise agreement between EPCOR and the upper-tier County of Oxford is an amended form of the 2000 Model Franchise Agreement approved for use with lower-tier municipalities.
- (d) Please explain the harm to either the County of Oxford or EPCOR’s customers of leaving the clause related to the Drainage Act within the franchise agreement.
- (e) Please provide details of any other franchise agreement for an upper-tier municipality in Ontario for which the Ontario Energy Board has approved the removal of the Drainage Act clause.
- (f) Please explain why the proposed franchise agreement is in a format that includes changes to:
  - i. the titles to each section of the Model Franchise Agreement (“articles” instead of “parts”);
  - ii. the numbering of the clauses in the Model Franchise Agreement (which in turn results in changes to the references in the definition of ‘Plan’ and within the Alternative Easement clause #11 in the Model Franchise Agreement);
  - iii. the Duration of Agreement and Renewal Procedures clause #4 of the Model Franchise Agreement; and
  - iv. the Municipal By-Laws of General Application clause #13 of the Model Franchise Agreement.

### **Response:**

Please see EPCOR’s response to Board Staff’s Interrogatory #1.

## SCHEDULE "A": Comparison Redline

### FRANCHISE AGREEMENT

~~Ontario Energy Board~~

### ~~Model Franchise Agreement~~

THIS AGREEMENT effective this \_\_\_\_\_ day of ~~20-~~\_\_\_\_\_, 2017.

BETWEEN:

#### THE COUNTY OF OXFORD

hereinafter called the "Corporation"

- and -

#### NATURAL RESOURCE GAS 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~~

#### ARTICLE 1 – DEFINITIONS

1.1 ~~1.~~ In this Agreement:

- (a) ~~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) ~~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) ~~e.~~ **"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) ~~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) ~~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) ~~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) ~~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) ~~h.~~ **"Plan"** means the plan described in Paragraph ~~53.1~~ 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) ~~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.

## ~~ARTICLE 2 Part II – Rights Granted~~ RIGHTS GRANTED

### 2.1 ~~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.

~~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.~~

~~\*Footnote: Choose one only.~~

2.2 ~~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.

2.3 ~~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~~

(a) ~~b.If the Corporation has previously received gas distribution services, the~~ The rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law provided that, if during the 20-year term this Agreement, the Model Franchise Agreement is changed, then on the 7<sup>th</sup> anniversary and on the 14<sup>th</sup> 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.

(b) ~~e.~~ 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**

### ARTICLE 3 – CONDITIONS

#### 3.1 ~~5.~~ Approval of Construction

- (a) ~~a.~~ The Gas Company shall not undertake any excavation, opening or work which will disturb or interfere with the surface of the travelled portion of any highway unless a permit therefor has first been obtained from the Engineer/Road Superintendent and all work done by the Gas Company shall be to his satisfaction.
- (b) ~~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) ~~c.~~ The Plan filed by the Gas Company shall include geodetic information for a particular location:
  - (i) ~~i.~~ where circumstances are complex, in order to facilitate known projects, including projects which are reasonably anticipated by the Engineer/Road Superintendent, or
  - (ii) ~~ii.~~ when requested, where the Corporation has geodetic information for its own services and all others at the same location.
- (d) ~~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) ~~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) ~~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.~~

- (g) ~~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.
- (h) ~~i.~~ The Engineer/Road Superintendent's approval, where required throughout this Paragraph, shall not be unreasonably withheld.
- (i) ~~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.

### 3.2 ~~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.

### 3.3 ~~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.

### 3.4 ~~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.

3.5    ~~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.

3.6    ~~10.~~Insurance

- (a)    ~~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.~~3.5. 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)    ~~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)    ~~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.

3.7    ~~11.~~Alternative Easement

The Corporation agrees, in the event of the proposed sale or closing of any highway or any part of a highway where there is a gas line in existence, to give the Gas Company reasonable notice of such proposed sale or closing and, if is feasible, to provide the Gas Company with easements over that part of the highway proposed to be sold or closed sufficient to allow the Gas Company to preserve any part of the gas system in its then existing location. In the event that such easements cannot be provided, the Corporation and the Gas Company shall share the cost of relocating or altering the gas system to facilitate continuity of gas service, as provided for in Paragraph ~~12.~~3.8 of this Agreement.

3.8    ~~12.~~Pipeline Relocation

- (a)    ~~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) ~~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) ~~e.~~ 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) ~~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) ~~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) ~~iii.~~ the amount paid by the Gas Company to contractors for work related to the project,
  - (iv) ~~iv.~~ the cost to the Gas Company for materials used in connection with the project, and
  - (v) ~~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) ~~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~~**

#### **ARTICLE 4 – PROCEDURAL AND OTHER MATTERS**

##### **4.1 ~~13.~~ Municipal By-laws of General Application**

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



4.2     ~~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.

4.3     ~~15.~~ Disposition of Gas System

- (a)     ~~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)     ~~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 ~~53.1~~ 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 ~~123.8~~ applies to the cost of relocation.

4.4     ~~16.~~ Use of Decommissioned Gas System

- (a)     ~~a.~~ The Gas Company shall provide promptly to the Corporation, to the extent such information is known:

  - (i)     ~~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)    ~~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)     ~~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) ~~i~~the third party has entered into a municipal access agreement with the Corporation; and
- (ii) ~~ii~~the Gas Company does not charge a fee for the third party's right of access to the highways.
- (c) ~~e~~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.

#### 4.5    ~~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

~~The following paragraph shall be inserted as a special condition in the old Union Gas franchise area, which is understood to be the franchise area of Union Gas in southwestern Ontario prior to its merger with Centra Gas.~~

~~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.~~

#### 4.6    ~~19.~~Agreement Binding Parties

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

[Signature Page Below]

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

THE CORPORATION OF \_\_\_\_\_

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

Duly Authorized Officer

~~[Insert name of Gas Company]~~

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

THE COUNTY OF OXFORD

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

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

NATURAL RESOURCE GAS  
LIMITED

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

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Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	128
Deletions	116
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	244