



Bonnie Jean Adams  
Regulatory Coordinator  
Regulatory Affairs

tel 416-495-5499  
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Enbridge Gas Distribution  
500 Consumers Road  
North York, Ontario M2J 1P8  
Canada

July 30, 2018

**VIA COURIER AND RESS**

Ms. Kirsten Walli  
Board Secretary  
Ontario Energy Board  
2300 Yonge Street, 27<sup>th</sup> Floor  
Toronto, Ontario  
M4P 1E4

Dear Ms. Walli:

**Re: Enbridge Gas Distribution Inc. ("Enbridge")  
EB-2018-0207 Application for the Renewal of the Franchise Agreement  
and Certificate of Public Convenience and Necessity for the  
City of Port Colborne – Affidavit of Service – Notice of Application**

In accordance with the Ontario Energy Board's Letter of Direction issued on July 18, 2018 in the above noted proceeding, enclosed please find my Affidavit of Service.

Please contact me if you have any questions.

Sincerely,

(Original Signed)

Bonnie Jean Adams  
Regulatory Coordinator

**ONTARIO ENERGY BOARD**

IN THE MATTER OF the *Municipal Franchises Act*, R.S.O. 1990, c. M.55; as amended;

AND IN THE MATTER OF an application by Enbridge Gas Distribution Inc. for an order renewing the term of the right to build, operate and add to the natural gas distribution system and to distribute, store and transmit natural gas in the City of Port Colborne

AND IN THE MATTER OF an application by Enbridge Gas Distribution Inc. for an order canceling the existing certificates of public convenience and necessity and replacing these with a single certificate of public convenience and necessity for the City of Port Colborne

**AFFIDAVIT OF SERVICE**

I, BONNIE JEAN ADAMS, of the City of Vaughan make oath and say as follows:

1. I am an employee of Enbridge Gas Distribution Inc. ("Enbridge") and as such have knowledge of the matters hereinafter deposed to.
2. Pursuant to the July 18 2018 Letter of Direction, I cause to be served by mail on July 18, 2018, a copy of the Ontario Energy Board's Notice of Application ("Notice") in English and French, along with a copy of the application and evidence on the Clerk of the Corporation of the City of Port Colborne.
3. Attached hereto and marked as Exhibit "A" and Exhibit "B" are copies of the aforesaid Notice (English and French versions) and Enbridge's application and evidence.
4. Attached hereto and marked as Exhibit "C", is proof, in the form of courier receipt that the Notice and application and evidence was served.
5. In accordance with the Letter of Direction, the dated Notice was posted on the Enbridge website. Attached as Exhibit "D" is a copy of the page from the Enbridge website displaying the link to the Notice.

Sworn before me in the City of Toronto, )  
This 30<sup>th</sup> day of July, 2018. )

(Original commissioned by L. Austin) )  
)

(Original Signed)

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Bonnie Jean Adams

# ONTARIO ENERGY BOARD NOTICE

Exhibit A

**Enbridge Gas Distribution Inc. has applied to renew its natural gas franchise agreement with the Corporation of the City of Port Colborne.**

**Learn more. Have your say.**

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

1. The renewal of a natural gas franchise agreement with the Corporation of the City of Port Colborne which would grant to Enbridge Gas Distribution Inc. the right to build, operate and add to the natural gas distribution system and to distribute, store and transmit natural gas for a period of 20 years.
2. An order that the agreement of the municipal voters of the Corporation of the City of Port Colborne is not required in relation to renewing the natural gas franchise agreement.
3. An order cancelling the existing certificate of public convenience and necessity held by Enbridge Gas Distribution Inc. for the former Town of Port Colborne and replacing it with a certificate of public convenience and necessity for the Corporation of the City of Port Colborne.

## THE ONTARIO ENERGY BOARD IS HOLDING A PUBLIC HEARING

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

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

## CERTIFICATES OF PUBLIC CONVENIENCE AND NECESSITY

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

## BE INFORMED AND HAVE YOUR SAY

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

- You can review the application filed by Enbridge Gas on the OEB's website now.
- You can file a letter with your comments, which will be considered during the hearing.
- You can become an active participant (called an intervenor). Apply by **August 7, 2018** or the hearing will go ahead without you and you will not receive any further notice of the proceeding.
- At the end of the process, review the OEB's decision and its reasons on our website.

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

## LEARN MORE

Our file number for this case is **EB-2018-0207**. To learn more about this hearing, find instructions on how to file letters or become an intervenor, or to access any document related to this case, please enter the file number **EB-2018-0207** on the OEB website: [www.oeb.ca/participate](http://www.oeb.ca/participate). You can also phone our Consumer Relations Centre at 1-877-632-2727 with any questions.

## ORAL VS. WRITTEN HEARINGS

There are two types of OEB hearings – oral and written. The OEB intends to proceed with this application by way of a written hearing. If you think an oral hearing is needed, you can write to the OEB to explain why by **August 7, 2018**.

## PRIVACY

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

*This hearing will be held under sections 8(2), 9(3) and 9(4) of the Municipal Franchises Act, R.S.O. 1990, c.M.55*



Ontario

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

## Enbridge Gas Distribution Inc. a déposé une requête en vue de renouveler son contrat de franchise avec Corporation of the City of Port Colborne.

### Apprenez-en plus. Donnez votre avis.

Enbridge Gas Distribution Inc. a déposé une requête auprès de la Commission de l'énergie de l'Ontario pour :

1. Le renouvellement d'un contrat de franchise avec Corporation of the City of Port Colborne qui octroierait à Enbridge Gas Distribution Inc. le droit de bâtir, d'exploiter et de développer un réseau de distribution de gaz naturel, et de distribuer, d'entreposer et de transporter du gaz naturel pendant 20 ans.
2. L'émission d'une ordonnance selon laquelle il n'est pas nécessaire d'obtenir l'autorisation des électeurs municipaux de Corporation of the City of Port Colborne en ce qui a trait au renouvellement du contrat de distribution de gaz naturel.
3. L'émission d'une ordonnance qui annule le certificat de commodité et de nécessité publique existant détenu par Enbridge Gas Distribution Inc. pour l'ancienne ville de Port Colborne et qui le remplace par un seul certificat de commodité et de nécessité publique pour Corporation of the City of Port Colborne.

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

La Commission de l'énergie de l'Ontario (CEO) tiendra une audience publique afin d'étudier la requête déposée par Enbridge Gas. À l'issue de cette audience, la CEO prendra une décision quant à l'approbation de la requête déposée par Enbridge Gas.

La Commission de l'énergie de l'Ontario est une agence publique indépendante et impartiale. Les décisions que nous prenons visent à servir au mieux l'intérêt public. Notre objectif est d'encourager le développement d'un secteur de l'énergie efficace et financièrement viable, afin d'offrir des services énergétiques fiables à un prix raisonnable.

### CERTIFICATS DE COMMODITÉ ET DE NÉCESSITÉ PUBLIQUES

Toute personne souhaitant distribuer du gaz naturel en Ontario doit se conformer aux exigences de la *Loi sur les concessions municipales*. Selon cette loi, toute personne qui prévoit distribuer du gaz naturel dans une municipalité doit d'abord obtenir l'autorisation de la CEO, sous forme d'un certificat de commodité et de nécessité publique. En cas de certificat délivré par la CEO pour une zone dans laquelle il n'existe pas de service de distribution de gaz naturel, une autre personne peut déposer une demande de certificat afin de desservir cette zone.

### INFORMEZ-VOUS ET DONNEZ VOTRE AVIS

Vous avez le droit d'être informé relativement à cette demande et de participer au processus.

- Vous pouvez examiner la demande déposée par Enbridge Gas sur le site Web de la CEO dès maintenant.
- Vous pouvez déposer une lettre de commentaires qui sera prise en compte au cours de l'audience.
- Vous pouvez participer activement au processus (à titre d'intervenant). Inscrivez-vous avant le **7 août 2018**, faute de quoi l'audience aura lieu sans votre participation et vous ne

recevrez plus d'avis dans le cadre de ce dossier.

- Examinez la décision rendue par la CEO à l'issue de la procédure, ainsi que ses justifications, sur notre site Web.

La CEO n'a pas l'intention de prévoir une allocation des dépens pour cette audience.

### APPRENEZ-EN PLUS

Le numéro de référence de ce dossier est **EB-2018-0207**. Pour obtenir de plus amples renseignements sur cette audience, sur les démarches à suivre pour déposer une lettre ou participer en tant qu'intervenant, ou pour consulter les documents relatifs à ce dossier, veuillez entrer le numéro de référence **EB-2018-0207** sur le site Web de la CEO : [www.oeb.ca/participez](http://www.oeb.ca/participez). Pour toute question, vous pouvez également communiquer avec notre centre des relations avec les consommateurs au 1-877-632-2727.

### AUDIENCES ORALES OU AUDIENCES ÉCRITES

Il existe deux types d'audiences à la CEO : les audiences orales et les audiences écrites. La CEO souhaite traiter cette requête par voie d'audience écrite. Si vous pensez qu'une audience orale est nécessaire, vous pouvez justifier votre demande par écrit à la CEO avant le **7 août 2018**.

### PROTECTION DES RENSEIGNEMENTS PERSONNELS

Si vous écrivez une lettre de commentaires, votre nom et le contenu de cette lettre seront ajoutés au dossier public et au site Web de la CEO. Toutefois, votre numéro de téléphone, votre adresse de domicile et votre adresse électronique ne seront pas rendus publics. Si vous représentez une entreprise, tous les renseignements de l'entreprise demeureront accessibles au public. Si vous participez à titre d'intervenant, tous vos renseignements personnels seront rendus publics.

Cette audience sera tenue en vertu des articles 8(2), 9(3) et 9(4) de la *Loi sur les concessions municipales*, L.R.O. 1990, chap. M.55



Ontario



Bonnie Jean Adams  
Regulatory Coordinator  
Regulatory Affairs

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

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

June 13, 2018

**VIA COURIER AND RESS**

Ms. Kirsten Walli  
Board Secretary  
Ontario Energy Board  
2300 Yonge Street, 27<sup>th</sup> Floor  
Toronto, Ontario  
M4P 1E4

Dear Ms. Walli:

**Re: Enbridge Gas Distribution Inc. ("Enbridge")  
Application for the Renewal of the Franchise Agreement and  
Certificate of Public Convenience and Necessity for the  
City of Port Colborne**

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As the Franchise Agreement between the City of Port Colborne (the "City") and Enbridge is set to expire on August 17, 2018, Enbridge wishes to apply to the Ontario Energy Board ("Board") for an order granting approval of a new franchise agreement with the City. Enbridge is also filing an application for canceling the existing Certificates of Public Convenience and Necessity ("Certificate") and replacing these with a single Certificate.

Enclosed please find two paper copies of the following:

- The aforementioned application;
- Schedule A – A map showing the location of the City;
- Schedule B – The current City franchise agreement and By-law 3665 enacted August 17, 1998.
- Schedules C and D - The Certificates of Public Convenience and Necessity with the City dated July 25, 1967 (EBC 58) and July 7, 1976 (EBC 58A); and
- Schedule E – The signed letter of resolution from the City dated June 8, 2018, the form of the by-law, and the proposed franchise agreement.

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

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

Ms. Kirsten Walli

2018-06-13

Page 2 of 2

The contact information for this matter follows below:

City of Port Colborne  
66 Charlotte Street  
Port Colborne, Ontario  
L3K 3C8  
Tel: 905-835-2901 ext. 106  
Fax: 905-834-5746  
**Attn: Ms. Amber LaPointe**  
**City Clerk**

Enbridge Gas Distribution Inc. (Head Office)  
500 Consumers Road  
Toronto, Ontario M2J 1P8  
Tel: (416) 495-5499 or 1-888-659-0685  
Fax: (416) 495-6072  
Email: EGDRRegulatoryProceedings@Enbridge.com  
**Attn: Guri Pannu**  
**Legal Counsel, Regulatory**

Enbridge Gas Distribution Inc. (Regional Office)  
6 Colony Crt  
Brampton, ON, L6T 4E4  
Tel: (905)458-2164  
**Attn: Ian Moase**  
**Operations Manager**

Please contact the undersigned if you have any questions.

Sincerely,

*(Original Signed)*

Bonnie Jean Adams  
Regulatory Coordinator

Attach.

**EB-2018-**

**ONTARIO ENERGY BOARD**

IN THE MATTER OF the *Municipal Franchises Act*,  
R.S.O. 1990, c. M.55; as amended;

AND IN THE MATTER OF an application by  
Enbridge Gas Distribution Inc. for an order renewing  
the term of the right to build, operate and add to the  
natural gas distribution system and to distribute,  
store and transmit natural gas in the City of Port  
Colborne

AND IN THE MATTER OF an application by  
Enbridge Gas Distribution Inc. for an order canceling  
the existing certificates of public convenience and  
necessity and replacing these with a single certificate  
of public convenience and necessity for the City of  
Port Colborne.

**APPLICATION**

1. Enbridge Gas Distribution Inc. ("Applicant") is an Ontario corporation with its head office in the City of Toronto.
2. The Corporation of the City of Port Colborne ("Corporation") is a municipal Ontario corporation with its head office at 66 Charlotte Street, Port Colborne ON, L3K 3C8. The Corporation's City Clerk is Ms. Amber LaPointe.
3. Attached hereto and marked as Schedule "A" is a map showing the geographical location of the City of Port Colborne ("Municipality"). Enbridge currently serves approximately 7736 billed customers in the Municipality.
4. The Applicant and the Corporation are party to a municipal gas franchise agreement ("Agreement"). Attached hereto and marked as Schedule "B" is a copy of the franchise agreement and By-law 3665 enacted August 17, 1998.
5. The Applicant possesses Certificates of Public Convenience and Necessity ("Certificate") for the geographical area of the Corporation permitting it to distribute, store and transmit gas in the Municipality. Attached hereto and marked as Schedule "C" is the Certificate for the Town of Port Colborne, EBC 58 (July 25, 1967) and marked as Schedule "D" is the Certificate for the Town of Port Colborne, EBC 58A (July 7, 1976).



6. The Town of Port Colborne became the City of Port Colborne on January 1, 1966.
7. The Applicant wishes to renew its municipal gas franchise with the Corporation and to continue serving the Municipality in accordance with the Certificates. The Applicant respectfully submits that it is in the public interest to do so. Attached hereto and marked as Schedule "E" is the Corporation's signed resolution, the draft by-law granting to the Applicant the franchise renewal, and a copy of the proposed franchise agreement between the Applicant and the Corporation ("Agreement").
8. The proposed franchise agreement is in the form of the Ontario Energy Board ("Board") approved 2000 Model Franchise Agreement, with no amendments and is for a term of twenty years.
9. The Applicant hereby applies to the Board, pursuant to Section 9 of the *Municipal Franchises Act*, R.S.O. c. M.55, for:
  - i) an Order renewing the Applicant's right to build, operate and add to the natural gas distribution system and to distribute, store and transmit natural gas in and through the Municipality for such period of time and upon the terms set out in the Agreement, or as may otherwise be prescribed by the Board; and
  - ii) an Order, pursuant to Section 9 of the Act, directing and declaring that the assent of the municipal electors to the terms and conditions of the franchise agreement is not necessary.
10. The Applicant hereby applies to the Board, pursuant to Section 8 of the *Municipal Franchises Act*, R.S.O. c. M.55, for:
  - i) an Order, pursuant to subsection 8(2) of the Act canceling the existing certificates of public convenience and necessity and replacing these with a single certificate of public convenience and necessity for the City of Port Colborne.
11. The persons affected by this application are the customers and other residents in the Municipality. Because of the number of such persons, it is impractical to set out their names and addresses herein.

DATED at Toronto this     day of, June, 2018.

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

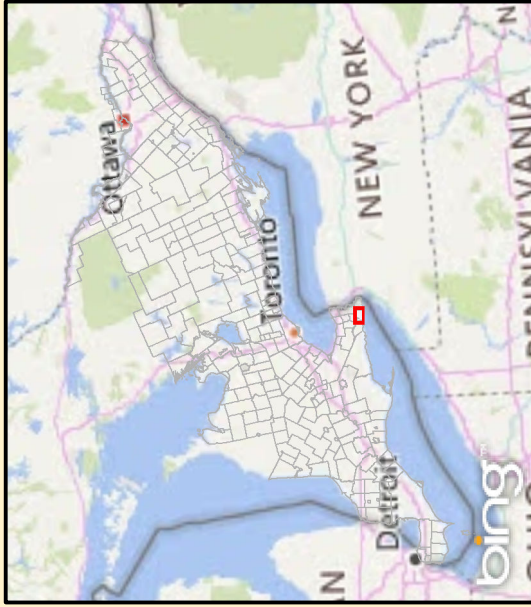
(Original Signed)

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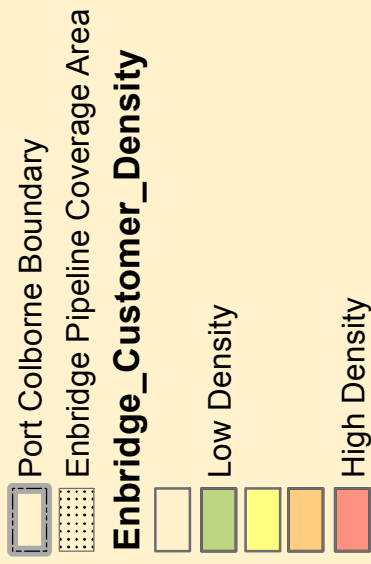
Guri Pannu  
Legal Counsel  
Tel: (416) 758-4761  
Fax: (416) 495-5994  
E-mail: guri.pannu@enbridge.com

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

# Key Map



## Legend

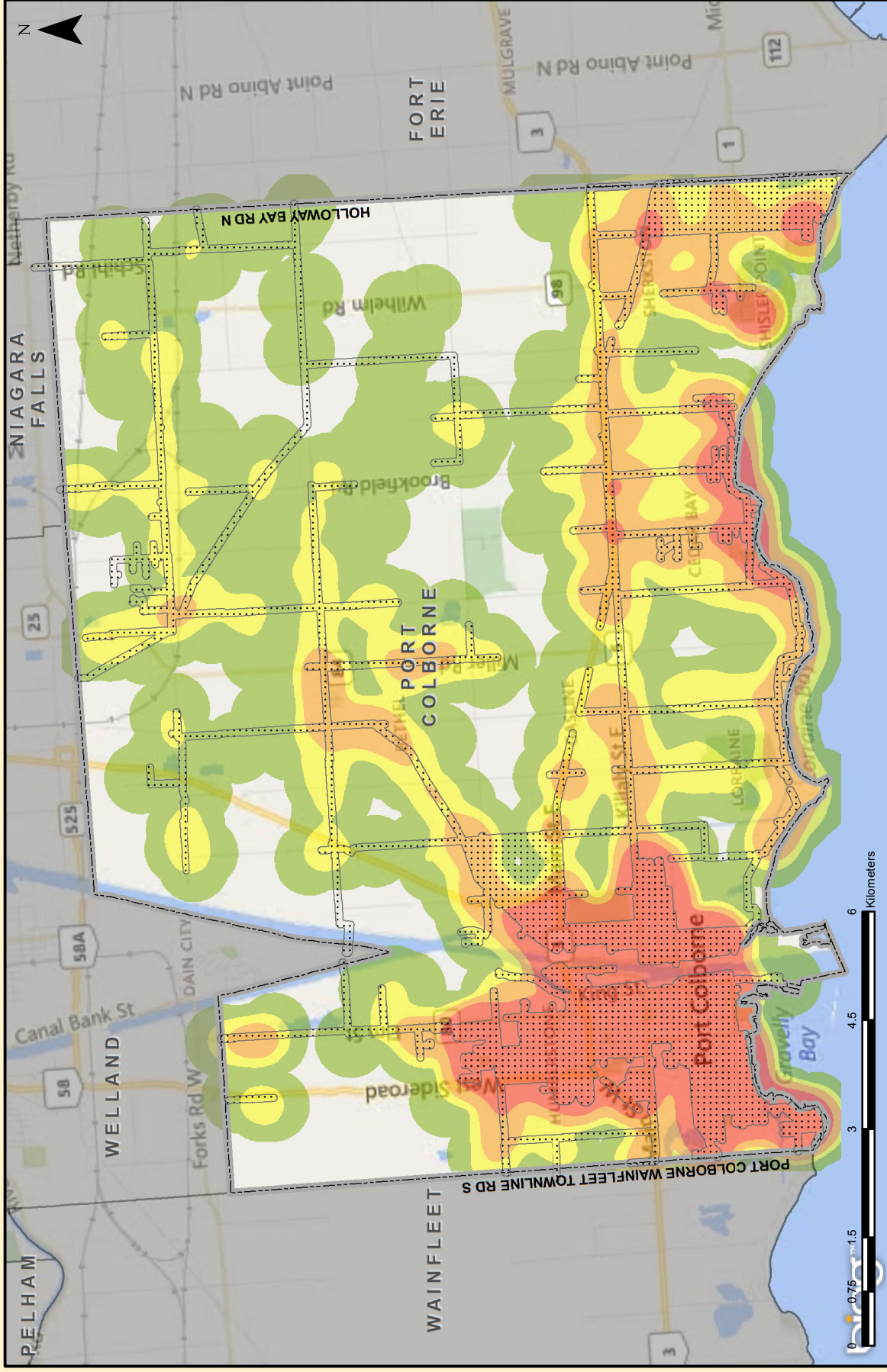


## Enbridge Pipeline Coverage Area

## Enbridge\_Customer\_Density

## Low Density

## High Density



**Disclaimer:**

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

# City of Port Colborne



Life Takes Energy®

## THE CORPORATION OF THE CITY OF PORT COLBORNE

BY-LAW NO. 3665/91/98A BY-LAW TO AUTHORIZE A FRANCHISE AGREEMENT  
BETWEEN THE CORPORATION AND THE  
CONSUMERS' GAS COMPANY

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


**AND WHEREAS** the Ontario Energy Board by its Order issued pursuant to The Municipal Franchises Act on the 13<sup>th</sup> day of July, 1998 has approved the terms and conditions upon which and the period for which the franchise provided for in the attached agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of this By-law is not necessary;

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

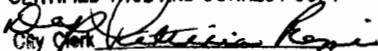
**NOW THEREFORE BE IT ENACTED:**

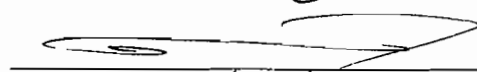
1. That the attached franchise agreement between the Corporation and The Consumers' Gas Company Ltd. is hereby authorized and the franchise provided for therein is hereby granted.
2. That the Mayor and the Clerk are hereby authorized and instructed on behalf of the Corporation to enter into and execute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

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS  
17<sup>th</sup> DAY OF AUGUST, 1998.**

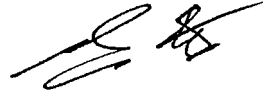
  
MAYOR

CITY OF PORT COLBORNE  
CERTIFIED TRUE AND CORRECT COPY

  
City Clerk

  
CLERK

SCHEDULE "A"

A handwritten signature in black ink, consisting of stylized, overlapping loops and strokes.

By-law No. 733/50/78 passed by the Council of the Corporation of the City of Port Colborne on the 26<sup>th</sup> day of June, 1978.

By-law No. 255 passed by the Council of the Corporation of the Town of Port Colborne on the 14<sup>th</sup> day of July, 1958.

## THE CONSUMERS' GAS COMPANY LTD.

## FRANCHISE AGREEMENT

THIS AGREEMENT made this 18<sup>th</sup> day of August, 1998.  
BETWEEN:

THE CORPORATION OF THE  
CITY OF PORT COLBORNE

hereinafter called the "Corporation"

- and -

THE CONSUMERS' GAS COMPANY LTD.

hereinafter called the "Gas Company"

WHEREAS the Gas Company desires to distribute and sell gas in the Municipality upon the terms and conditions of this Agreement;

AND WHEREAS by by-law passed by the Council of the Corporation (the "By-law"), the Mayor and the Clerk have been authorized and directed to execute this Agreement on behalf of the Corporation;

THEREFORE the Corporation and the Gas Company agree as follows:

I Definitions

1. In this Agreement:

- (a) "gas" means natural gas, manufactured gas, synthetic natural gas, liquefied petroleum gas or propane-air gas, or a mixture of any of them, but does not include a liquefied petroleum gas that is distributed by means other than a pipeline;
- (b) "gas system" means such mains, plants, pipes, conduits, services, valves, regulators, curb boxes, stations, drips or such other equipment as the Gas Company may require or deem desirable for the supply, transmission and distribution of gas in or through the Municipality;
- (c) "highway" means all common and public highways and shall include any bridge, viaduct or structure forming part of a highway, and any public square, road allowance or walkway and shall include not only the travelled portion of such highway, but also ditches, driveways, sidewalks, and sodded areas forming part of the road allowance now or at any time during the term hereof under the jurisdiction of the Corporation;
- (d) "Municipality" means the territorial limits of the Corporation on the date when this Agreement takes effect, and any territory which may thereafter be brought within the jurisdiction of the Corporation;
- (e) "Engineer/Road Superintendent" means the most senior individual employed by the Corporation with responsibilities for highways within the Municipality or the person designated by such senior employee or such other person as may from time to time be designated by the Council of the Corporation.

## II Rights Granted

### 1. To provide gas service.

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

### 2. To use road allowances.

The consent of the Corporation is hereby given and granted to the Gas Company to enter upon all highways now or at any time hereafter under the jurisdiction of the Corporation and to lay, construct, maintain, replace, remove, operate and repair a gas system for the supply, distribution and transmission of gas in and through the Municipality.

### 3. Duration of Agreement and Renewal Procedures.

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

At any time within two years prior to the expiration of this Agreement, either party may give notice to the other that it desires to enter into negotiations for a renewed franchise upon such terms and conditions as may be agreed upon. Until such renewal has been settled, the terms and conditions of this Agreement shall continue, notwithstanding the expiration of this Agreement. Nothing herein stated shall preclude either party from applying to the Ontario Energy Board for a renewal of the Agreement pursuant to section 10 of the Municipal Franchises Act.

## III Conditions

### 1. Approval of Construction.

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

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

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

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

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

2. **As Built Drawings.**

The Gas Company shall not deviate from the approved location for any part of the gas system unless the prior approval of the Engineer/Road Superintendent to do so is received. After completion of the construction, where plans were initially filed, an "as built" plan of equal quality to the pre-construction plan or certification that the pre-construction plan is "as built" will be filed with the Engineer/Road Superintendent.

3. **Emergencies.**

In the event of an emergency involving the gas system, the Gas Company will proceed with the work and in any instance where prior approval of the Engineer/Road Superintendent is normally required, shall use its best efforts to immediately notify the Engineer/Road Superintendent of the location and nature of the emergency and the work being done and, if it deems appropriate, notify the police force having jurisdiction.

4. **Restoration.**

The Gas Company shall well and sufficiently restore, to the reasonable satisfaction of the Engineer/Road Superintendent, all highways, municipal works or improvements which it may excavate or interfere with in the course of laying, constructing, repairing or removing its gas system, and shall make good any settling or subsidence thereafter caused by such excavation or interference. If the Gas Company fails at any time to do any work required by this paragraph within a reasonable period of time, the Corporation may do or cause such work to be done and the Gas Company shall, on demand, pay any reasonable account therefor as certified by the Engineer/Road Superintendent.

5. **Indemnification.**

The Gas Company shall, at all times, indemnify and save harmless the Corporation from and against all claims, including costs related thereto, for all damages or injuries including death to any person or persons and for damage to any property, arising out of the Gas Company operating, constructing, and maintaining its gas system in the Municipality, or utilizing its gas system for the carriage of gas owned by others. Provided that the Gas Company shall not be required to indemnify or save harmless the Corporation from and against claims, including costs related thereto, which it may incur by reason of damages or injuries including death to any person or persons and for damage to any property, resulting from the negligence or wrongful act of the Corporation, its servants, agents or employees.

6. **Alternative Easement.**

The Corporation agrees, in the event of the proposed sale or closing of any highway or any part of a highway where there is a gas line in existence, to give the Gas Company reasonable notice of such proposed sale or closing and to provide, if it is feasible, the Gas Company with easements over that part of the highway proposed to be sold or closed sufficient to allow the Gas Company to preserve any part of the gas system in its then existing location. In the event that such easements cannot be provided, the Corporation will share, as provided in clause III, 7 of this Agreement, in the cost of relocating or altering the gas system to facilitate continuity of gas service.



## 7. Pipeline Relocation.

If in the course of constructing, reconstructing, changing, altering or improving any highway or any municipal works, the Corporation deems that it is necessary to take up, remove or change the location of any part of the gas system, the Gas Company shall, upon notice to do so, remove and/or relocate within a reasonable period of time such part of the gas system to a location approved by the Engineer/Road Superintendent.

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

Where any part of the gas system relocated in accordance with this section is located other than on a bridge, viaduct or structure, the costs of relocation shall be shared between the Corporation and the Gas Company on the basis of the total relocation costs, excluding the value of any upgrading of the gas system, and deducting any contribution paid to the Gas Company by others in respect to such relocation; and for these purposes, the total relocation costs shall be the aggregate of the following:

- (a) the amount paid to Gas Company employees up to and including field supervisors for the hours worked on the project plus the current cost of fringe benefits for these employees,
- (b) the amount paid for rental equipment while in use on the project and an amount, charged at the unit rate, for Gas Company equipment while in use on the project,
- (c) the amount paid by the Gas Company to contractors for work related to the project,
- (d) the cost to the Gas Company for materials used in connection with the project, and
- (e) a reasonable amount for project engineering and project administrative costs which shall be 22.5% of the aggregate of the amounts determined in items (a), (b), (c) and (d) above.

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

## 8. Notice to Drainage Superintendent.

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

## IV Procedural And Other Matters

## 1. Municipal By-laws of General Application.

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

## 2. Giving Notice.

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

## 3. Disposition of Gas System.

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

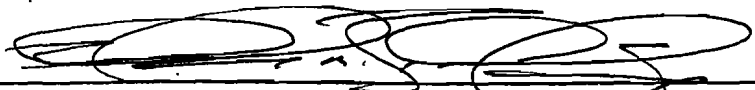
If at any time the Gas Company abandons any other part of its gas system, it shall deactivate that part of its gas system in the Municipality. Thereafter, the Gas Company shall have the right, but nothing herein contained shall require it, to remove its gas system. If the Gas Company fails to remove its gas system and the Corporation requires the removal of all or any of the gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in any highway, the Corporation may remove and dispose of so much of the deactivated gas system as the Corporation may require for such purposes and neither party shall have recourse against the other for any loss, cost, expense or damage occasioned thereby.

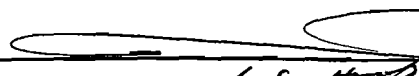
## 4. Agreement Binding Parties.

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

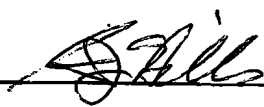
IN WITNESS WHEREOF the parties hereto have duly executed these presents with effect from the date first above written.

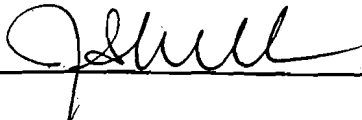
## THE CORPORATION OF THE CITY OF PORT COLBORNE

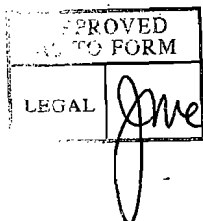
  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk *L.C. Hunt*

## THE CONSUMERS' GAS COMPANY LTD.

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

  
\_\_\_\_\_  
J.S. Williamson  
Senior Legal Counsel and  
Assistant Corporate Secretary



1998

DATED August 18

THE CORPORATION OF THE  
CITY OF PORT COLBORNE

- and -

THE CONSUMERS' GAS COMPANY LTD.

FRANCHISE AGREEMENT

THE CONSUMERS' GAS COMPANY LTD.  
Atira III, Suite 1100  
2225 Sheppard Avenue East  
North York, Ontario  
M2J 5C2

Attention: Legal Department

THE ONTARIO ENERGY BOARD

E.B.C. 58

IN THE MATTER of The Municipal Franchises Act,  
R.S.O. 1960, Chapter 255 and amendments thereto;

AND IN THE MATTER of an Application by The Consumers'  
Gas Company for certificates of public convenience  
and necessity to construct works to supply and to  
supply natural gas to the inhabitants of the under-  
mentioned municipalities

City of St. Catharines  
City of Niagara Falls  
City of Welland  
Town of Port Colborne  
Town of Fort Erie  
Town of Niagara-on-the-Lake  
Town of Thorold  
Village of Chippawa  
Village of Crystal Beach  
Village of Fonthill  
Township of Crowland  
Township of Willoughby  
Township of Bertie  
Township of Humberstone  
Township of Wainfleet  
Township of Thorold  
Township of Pelham  
Township of Niagara  
Township of Louth

## B E F O R E:

A.R. Crozier, Chairman	} Tuesday, the 4th day of July, 1967.
A.B. Jackson, Vice Chairman	
I.C. MacNabb, Vice Chairman	

UPON the Application of The Consumers' Gas Company (hereinafter called the Applicant) for a certificate pursuant to the provisions of The Municipal Franchises Act, R.S.O. 1960, Chapter 255, and amendments thereto, and upon the hearing of such Application by the Board at the City of Toronto, on the 4th day of July, 1967, after due notice had been given as directed by the Board, in the presence of Counsel for the Applicant, no one else appearing, upon consideration of the evidence and exhibits produced at the hearing and upon hearing what was alleged by Counsel for the Applicant

1. THIS BOARD DOTH ORDER that a Certificate of Public Convenience and Necessity be and the same is hereby granted to

-2-

The Consumers' Gas Company for the supply of natural gas  
to the inhabitants of the

City of St. Catharines  
City of Niagara Falls  
City of Welland  
Town of Port Colborne  
Town of Niagara-on-the-Lake  
Town of Thorold  
Village of Chippawa  
Village of Crystal Beach  
Village of Fonthill  
Township of Crowland  
Township of Willoughby  
Township of Bertie  
Township of Humberstone  
Township of Wainfleet  
Township of Thorold  
Township of Pelham  
Township of Niagara  
Township of Louth

and for the construction of the works necessary therefor.

2. THIS BOARD fixes the costs of this Application at \$25.00  
payable forthwith by the Applicant.

DATED AT TORONTO this 25<sup>th</sup> day of July, A.D. 1967.

THE ONTARIO ENERGY BOARD

*Ernest Adler*  
Board Secretary.

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THE ONTARIO ENERGY BOARD

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IN THE MATTER of The Municipal Franchises Act, R.S.O. 1960, Chapter 255 and amendments thereto;

AND IN THE MATTER of an Application by The Consumers' Gas Company for certificates of public convenience and necessity to construct works to supply and to supply natural gas to the inhabitants of the undermentioned municipalities.

City of St. Catharines  
City of Niagara Falls  
City of Welland  
Town of Port Colborne  
Town of Fort Erie  
Town of Niagara-on-the-Lake  
Town of Thorold  
Village of Chippawa  
Village of Crystal Beach  
Village of Fonthill  
Township of Crowland  
Township of Willoughby  
Township of Bertie  
Township of Humberstone  
Township of Wainfleet  
Township of Thorold  
Township of Pelham  
Township of Niagara  
Township of Louth

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CERTIFICATE OF PUBLIC CONVENIENCE  
AND NECESSITY

---

McDONALD & ZIMMERMAN  
199 Bay Street,  
Toronto 1, Ontario.



IN THE MATTER OF The Municipal Franchises Act, R.S.O. 1960, Chapter 255 and amendments thereto;

AND IN THE MATTER of an Application by The Consumers' Gas Company for certificates of public convenience and necessity to construct works to supply and to supply natural gas to the inhabitants of the undermentioned municipalities

City of St. Catharines  
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City of Welland  
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- Township of Willoughby  
- Township of Bertie  
- Township of Humberstone  
Township of Wainfleet  
Township of Thorold  
Township of Pelham  
- Township of Niagara  
- Township of Louth

BEFORE: A. B. Jackson  
Chairman  
  
I. C. MacNabb  
Vice-Chairman

} Monday, the 5th  
day of July, 1976

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

UPON the application of The Consumers' Gas Company

dated May 30, 1967 for certificates of public

AND UPON the Applicant having negotiated a new franchise by-law with the Town of Fort Erie, the terms and conditions and period thereof having been approved by the Board by E.B.A. 173 dated May 8, 1975, and the new franchise by-law having been finally passed by the Council of the Corporation of the Town of Fort Erie on June 23, 1975:

IT IS ORDERED that a certificate of public convenience and necessity be and the same is hereby granted to The


22/04/2018 10:16:10



Consumers' Gas Company for the supply of natural gas to  
the inhabitants of the Town of Fort Erie.

ISSUED at Toronto this *7th* day of July, 1976.

ONTARIO ENERGY BOARD

  
S.A.C. Thomas  
Secretary to the Board

THESE DOCUMENTS HAVE BEEN REPRODUCED

**CITY OF PORT COLBORNE**

Municipal Offices  
66 Charlotte Street  
Port Colborne, Ontario  
L3K 3C8  
[www.portcolborne.ca](http://www.portcolborne.ca)

CORPORATE SERVICES DEPARTMENT, CLERK'S DIVISION

**Sent via E-mail**

Mark.wilson@enbridge.com

June 8, 2018

Mark Wilson  
Sr. Advisor, Municipal & Stakeholder Relations  
Enbridge Gas Distribution

Dear Mark Wilson:

**Re: Community and Economic Development Department, Report No. 2018-02, Subject:  
Franchise Agreement Renewal - Enbridge Gas Distribution Inc.**

Please be advised that, at its meeting of January 22, 2018, the Council of The Corporation of the City of Port Colborne resolved as follows:

That the Council of The Corporation of the City of Port Colborne ("Council") approves the form of the draft by-law (including the Franchise Agreement forming part thereof), attached hereto, and authorizes the submission thereof to the Ontario Energy Board for approval, pursuant to the provisions of Section 9 of the Municipal Franchises Act;

That Council requests the Ontario Energy Board to make an order dispensing with the assent of the municipal electors of the attached draft by-law (including the franchise agreement forming part thereof), pursuant to the provisions of Section 9(4) of the Municipal Franchises Act; and

That By-law 733/50/78 and By-law 3665/91/98 be repealed.

Please contact me regarding next steps in the franchise agreement process.

Sincerely,



Amber LaPointe  
City Clerk

THE CORPORATION OF THE CITY OF PORT COLBORNE  
("CORPORATION")

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

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

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

**AND WHEREAS** the Ontario Energy Board by its Order issued pursuant to The Municipal Franchises Act on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ has approved the terms and conditions upon which and the period for which the franchise provided for in the attached agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of this By-law is not necessary;

**NOW THEREFORE BE IT ENACTED:**

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

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

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Reeve

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

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Reeve

## Model Franchise Agreement

THIS AGREEMENT effective this            day of            , 20    .

BETWEEN: The Corporation of The City of Port Colborne hereinafter called the  
"Corporation"

- and -

Enbridge Gas Distribution Inc. hereinafter called the "Gas Company"

**WHEREAS** the Gas Company desires to distribute, store and transmit gas in the Municipality upon the terms and conditions of this Agreement;

**AND WHEREAS** by by-law passed by the Council of the Corporation (the "By-law"), the duly authorized officers have been authorized and directed to execute this Agreement on behalf of the Corporation;

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

### Part I - Definitions

1. In this Agreement:

- a. "decommissioned" and "decommissions" when used in connection with parts of the gas system, mean any parts of the gas system taken out of active use and purged in accordance with the applicable CSA standards and in no way affects the use of the term 'abandoned' pipeline for the purposes of the Assessment Act;
- b. "Engineer/Road Superintendent" means the most senior individual employed by the Corporation with responsibilities for highways within the Municipality or the person designated by such senior employee or such other person as may from time to time be designated by the Council of the Corporation;
- c. "gas" means natural gas, manufactured gas, synthetic natural gas, liquefied petroleum gas or propane-air gas, or a mixture of any of them, but does not include a liquefied petroleum gas that is distributed by means other than a pipeline;
- d. "gas system" means such mains, plants, pipes, conduits, services, valves, regulators, curb boxes, stations, drips or such other equipment

as the Gas Company may require or deem desirable for the distribution, storage and transmission of gas in or through the Municipality;

- e. "highway" means all common and public highways and shall include any bridge, viaduct or structure forming part of a highway, and any public square, road allowance or walkway and shall include not only the travelled portion of such highway, but also ditches, driveways, sidewalks, and sodded areas forming part of the road allowance now or at any time during the term hereof under the jurisdiction of the Corporation;
- f. "Model Franchise Agreement" means the form of agreement which the Ontario Energy Board uses as a standard when considering applications under the Municipal Franchises Act. The Model Franchise Agreement may be changed from time to time by the Ontario Energy Board;
- g. "Municipality" means the territorial limits of the Corporation on the date when this Agreement takes effect, and any territory which may thereafter be brought within the jurisdiction of the Corporation;
- h. "Plan" means the plan described in Paragraph 5 of this Agreement required to be filed by the Gas Company with the Engineer/Road Superintendent prior to commencement of work on the gas system; and
- i. whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Agreement so requires.

## **Part II - Rights Granted**

- 2. To provide gas service:

The consent of the Corporation is hereby given and granted to the Gas Company to distribute, store and transmit gas in and through the Municipality to the Corporation and to the inhabitants of the Municipality.

3. To Use Highways.

Subject to the terms and conditions of this Agreement the consent of the Corporation is hereby given and granted to the Gas Company to enter upon all highways now or at any time hereafter under the jurisdiction of the Corporation and to lay, construct, maintain, replace, remove, operate and repair a gas system for the distribution, storage and transmission of gas in and through the Municipality.

4. Duration of Agreement and Renewal Procedures.

- a. If the Corporation has not previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law.

or

- b. If the Corporation has previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law provided that, if during the 20-year term this Agreement, the Model Franchise Agreement is changed, then on the 7th anniversary and on the 14th anniversary of the date of the passing of the By-law, this Agreement shall be deemed to be amended to incorporate any changes in the Model Franchise Agreement in effect on such anniversary dates. Such deemed amendments shall not apply to alter the 20-year term.
- c. At any time within two years prior to the expiration of this Agreement, either party may give notice to the other that it desires to enter into negotiations for a renewed franchise upon such terms and conditions as may be agreed upon. Until such renewal has been settled, the terms and conditions of this Agreement shall continue, notwithstanding the expiration of this Agreement. This shall not preclude either party from applying to the Ontario Energy Board for a renewal of the Agreement pursuant to section 10 of the Municipal Franchises Act.

**Part III - Conditions****5. Approval of Construction**

- a. The Gas Company shall not undertake any excavation, opening or work which will disturb or interfere with the surface of the travelled portion of any highway unless a permit therefor has first been obtained from the Engineer/Road Superintendent and all work done by the Gas Company shall be to his satisfaction.
- b. Prior to the commencement of work on the gas system, or any extensions or changes to it (except service laterals which do not interfere with municipal works in the highway), the Gas Company shall file with the Engineer/Road Superintendent a Plan, satisfactory to the Engineer/Road Superintendent, drawn to scale and of sufficient detail considering the complexity of the specific locations involved, showing the highways in which it proposes to lay its gas system and the particular parts thereof it proposes to occupy.
- c. The Plan filed by the Gas Company shall include geodetic information for a particular location:
  - i. where circumstances are complex, in order to facilitate known projects, including projects which are reasonably anticipated by the Engineer/Road Superintendent, or
  - ii. when requested, where the Corporation has geodetic information for its own services and all others at the same location.
- d. The Engineer/Road Superintendent may require sections of the gas system to be laid at greater depth than required by the latest CSA standard for gas pipeline systems to facilitate known projects or to correct known highway deficiencies.
- e. Prior to the commencement of work on the gas system, the Engineer/Road Superintendent must approve the location of the work as shown on the Plan filed by the Gas Company, the timing of the work and any terms and conditions relating to the installation of the work.
- f. In addition to the requirements of this Agreement, if the Gas Company proposes to affix any part of the gas system to a bridge, viaduct or other structure, if the Engineer/Road Superintendent approves this proposal, he may require the Gas Company to comply with special

conditions or to enter into a separate agreement as a condition of the approval of this part of the construction of the gas system.

- g. Where the gas system may affect a municipal drain, the Gas Company shall also file a copy of the Plan with the Corporation's Drainage Superintendent for purposes of the Drainage Act, or such other person designated by the Corporation as responsible for the drain.
- h. The Gas Company shall not deviate from the approved location for any part of the gas system unless the prior approval of the Engineer/Road Superintendent to do so is received.
- i. The Engineer/Road Superintendent's approval, where required throughout this Paragraph, shall not be unreasonably withheld.
- j. The approval of the Engineer/Road Superintendent is not a representation or warranty as to the state of repair of the highway or the suitability of the highway for the gas system.

6. As Built Drawings

The Gas Company shall, within six months of completing the installation of any part of the gas system, provide two copies of "as built" drawings to the Engineer/Road Superintendent. These drawings must be sufficient to accurately establish the location, depth (measurement between the top of the gas system and the ground surface at the time of installation) and distance of the gas system. The "as built" drawings shall be of the same quality as the Plan and, if the approved pre-construction plan included elevations that were geodetically referenced, the "as built" drawings shall similarly include elevations that are geodetically referenced. Upon the request of the Engineer/Road Superintendent, the Gas Company shall provide one copy of the drawings in an electronic format and one copy as a hard copy drawing.

7. Emergencies

In the event of an emergency involving the gas system, the Gas Company shall proceed with the work required to deal with the emergency, and in any instance where prior approval of the Engineer/Road Superintendent is normally required for the work, the Gas Company shall use its best efforts to immediately notify the Engineer/Road Superintendent of the location and nature of the emergency and the work being done and, if it deems appropriate, notify the police force, fire or other emergency services having jurisdiction. The Gas Company shall provide the Engineer/Road Superintendent with at least one 24 hour emergency contact for the Gas Company and shall ensure the contacts are current.



8. Restoration

The Gas Company shall well and sufficiently restore, to the reasonable satisfaction of the Engineer/Road Superintendent, all highways, municipal works or improvements which it may excavate or interfere with in the course of laying, constructing, repairing or removing its gas system, and shall make good any settling or subsidence thereafter caused by such excavation or interference. If the Gas Company fails at any time to do any work required by this Paragraph within a reasonable period of time, the Corporation may do or cause such work to be done and the Gas Company shall, on demand, pay the Corporation's reasonably incurred costs, as certified by the Engineer/Road Superintendent.

9. Indemnification

The Gas Company shall, at all times, indemnify and save harmless the Corporation from and against all claims, including costs related thereto, for all damages or injuries including death to any person or persons and for damage to any property, arising out of the Gas Company operating, constructing, and maintaining its gas system in the Municipality, or utilizing its gas system for the carriage of gas owned by others. Provided that the Gas Company shall not be required to indemnify or save harmless the Corporation from and against claims, including costs related thereto, which it may incur by reason of damages or injuries including death to any person or persons and for damage to any property, resulting from the negligence or wrongful act of the Corporation, its servants, agents or employees.

10. Insurance

- a. The Gas Company shall maintain Comprehensive General Liability Insurance in sufficient amount and description as shall protect the Gas Company and the Corporation from claims for which the Gas Company is obliged to indemnify the Corporation under Paragraph 9. The insurance policy shall identify the Corporation as an additional named insured, but only with respect to the operation of the named insured (the Gas Company). The insurance policy shall not lapse or be cancelled without sixty (60) days' prior written notice to the Corporation by the Gas Company.
- b. The issuance of an insurance policy as provided in this Paragraph shall not be construed as relieving the Gas Company of liability not covered by such insurance or in excess of the policy limits of such insurance.

- c. Upon request by the Corporation, the Gas Company shall confirm that premiums for such insurance have been paid and that such insurance is in full force and effect.

#### 11. Alternative Easement

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

#### 12. Pipeline Relocation

- a. If in the course of constructing, reconstructing, changing, altering or improving any highway or any municipal works, the Corporation deems that it is necessary to take up, remove or change the location of any part of the gas system, the Gas Company shall, upon notice to do so, remove and/or relocate within a reasonable period of time such part of the gas system to a location approved by the Engineer/Road Superintendent.
- b. Where any part of the gas system relocated in accordance with this Paragraph is located on a bridge, viaduct or structure, the Gas Company shall alter or relocate that part of the gas system at its sole expense.
- c. Where any part of the gas system relocated in accordance with this Paragraph is located other than on a bridge, viaduct or structure, the costs of relocation shall be shared between the Corporation and the Gas Company on the basis of the total relocation costs, excluding the value of any upgrading of the gas system, and deducting any contribution paid to the Gas Company by others in respect to such relocation; and for these purposes, the total relocation costs shall be the aggregate of the following:
  - i. the amount paid to Gas Company employees up to and including field supervisors for the hours worked on the project plus the current cost of fringe benefits for these employees,

- ii. the amount paid for rental equipment while in use on the project and an amount, charged at the unit rate, for Gas Company equipment while in use on the project,
  - iii. the amount paid by the Gas Company to contractors for work related to the project,
  - iv. the cost to the Gas Company for materials used in connection with the project, and
  - v. a reasonable amount for project engineering and project administrative costs which shall be 22.5% of the aggregate of the amounts determined in items (i), (ii), (iii) and (iv) above.
- d. The total relocation costs as calculated above shall be paid 35% by the Corporation and 65% by the Gas Company, except where the part of the gas system required to be moved is located in an unassumed road or in an unopened road allowance and the Corporation has not approved its location, in which case the Gas Company shall pay 100% of the relocation costs.

#### **Part IV - Procedural And Other Matters**

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

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

##### **14. Giving Notice**

Notices may be delivered to, sent by facsimile or mailed by prepaid registered post to the Gas Company at its head office or to the authorized officers of the Corporation at its municipal offices, as the case may be.

##### **15. Disposition of Gas System**

- a. If the Gas Company decommissions part of its gas system affixed to a bridge, viaduct or structure, the Gas Company shall, at its sole expense, remove the part of its gas system affixed to the bridge, viaduct or structure.
- b. If the Gas Company decommissions any other part of its gas system, it shall have the right, but is not required, to remove that part of its gas system. It may exercise its right to remove the decommissioned parts of its gas system by giving notice of its intention to do so by filing a Plan

as required by Paragraph 5 of this Agreement for approval by the Engineer/Road Superintendent. If the Gas Company does not remove the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in any highway, the Corporation may remove and dispose of so much of the decommissioned gas system as the Corporation may require for such purposes and neither party shall have recourse against the other for any loss, cost, expense or damage occasioned thereby. If the Gas Company has not removed the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in a highway, the Gas Company may elect to relocate the decommissioned gas system and in that event Paragraph 12 applies to the cost of relocation.

16. Use of Decommissioned Gas System

- a. The Gas Company shall provide promptly to the Corporation, to the extent such information is known:
  - i. the names and addresses of all third parties who use decommissioned parts of the gas system for purposes other than the transmission or distribution of gas; and
  - ii. the location of all proposed and existing decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas.
- b. The Gas Company may allow a third party to use a decommissioned part of the gas system for purposes other than the transmission or distribution of gas and may charge a fee for that third party use, provided
  - i. the third party has entered into a municipal access agreement with the Corporation; and
  - ii. the Gas Company does not charge a fee for the third party's right of access to the highways.
- c. Decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas are not subject to the provisions of this Agreement. For decommissioned parts of the gas system used for purposes other than the transmission and distribution of gas, issues

such as relocation costs will be governed by the relevant municipal access agreement.

17. Franchise Handbook

The Parties acknowledge that operating decisions sometimes require a greater level of detail than that which is appropriately included in this Agreement. The Parties agree to look for guidance on such matters to the Franchise Handbook prepared by the Association of Municipalities of Ontario and the gas utility companies, as may be amended from time to time.

18. Agreement Binding Parties

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

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

THE CORPORATION OF THE CITY OF PORT COLBORNE

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

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

Duly Authorized Officer

ENBRIDGE GAS DISTRIBUTION INC.

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

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

DATED this                      day of                      , 20                      .

THE CORPORATION OF THE  
CITY OF PORT COLBORNE  
  
-                      and                      -

ENBRIDGE GAS DISTRIBUTION INC.

FRANCHISE AGREEMENT

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

Attention: Regulatory Affairs Department

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20180601 Municipal Franchise Application

Schedule A

Schedule B

Schedule C

Schedule D

Schedule E

Schedule F

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EB-2018-0206 Town of Carleton Place

20180612 Franchise Agreement – Town of Carleton Place

20180626 OEB Notice of Application

EB-2018-0207 City of Port Colborne

20180613 Franchise Agreement Application – City of Port Colborne

20180718 – OEB Notice – English

20180718 – OEB Notice – French

Regulatory

Enbridge Gas is a regulated company through the Ontario Energy Board and National Energy Board. You can view all of our rate case information and evidence — as well as the evidence we filed in other regulatory proceedings.

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