



Stephanie Allman
Regulatory Coordinator
Regulatory Affairs

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

VIA COURIER AND RESS

September 19, 2018

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

Dear Ms. Walli:

**Re: Enbridge Gas Distribution Inc. ("Enbridge")
Application for the Renewal of the Franchise Agreement
Township of North Glengarry**

As the Franchise Agreement between the Township of North Glengarry and Enbridge is set to expire on September 28, 2018, Enbridge wishes to apply to the Ontario Energy Board (the "Board") for an order granting approval of a new franchise agreement for the Township of North Glengarry.

Enclosed please find two paper copies of the following:

- The aforementioned application;
- Schedule A – A map that accurately delineates the distributor's service area by density within the Township;
- Schedule B – The Certificate of Public Convenience and Necessity (EB-2006-0333) for the Township of North Glengarry dated March 23, 2007;
- Schedule C – The current Township of North Glengarry By-Law 40-98 and Franchise Agreement dated September 28, 1998;
- Schedule D – The signed Resolution from the Township of North Glengarry;
- Schedule E – The Draft By-Law, and Model Franchise Agreement.

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

The contact information for this matter follows below:

Township of North Glengarry
90 Main Street
Alexandria, Ontario
K0C 1A0
Tel: (905) 478-4283
Fax: (905) 478-4283
Attn: Daniel Gagnon
Clerk

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

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

Sincerely,

(Original Signed)

Stephanie Allman
Regulatory Coordinator

Attachment

cc: Daniel Gagnon – Township of North Glengarry
Guri Pannu – EGD, Legal Counsel, Regulatory
Mark Wilson – EGD, Sr. Advisor, Municipal Affairs

ONTARIO ENERGY BOARD

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

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

APPLICATION

1. Enbridge Gas Distribution Inc. (the "Applicant") is an Ontario corporation with its head office in the City of Toronto.
2. The Corporation of the Township of North Glengarry ("Corporation") is a municipal Ontario corporation with its head office at 90 Main Street, Alexandria, Ontario K0C 1A0. The Corporation's Clerk is Mr. Daniel Gagnon.
3. Attached hereto and marked as Schedule "A" is a map is a map that accurately delineates the distributor's service area by density within the Township of North Glengarry ("Municipality"). Enbridge currently serves approximately 1513 billed customers in the Municipality.
4. The Applicant and the Corporation are party to a municipal gas franchise agreement. Attached hereto and marked as Schedule "B" is a copy of the current By-law 40-98 and Franchise Agreement dated September 28, 1998.
5. The Applicant possesses one Certificate of Public Convenience and Necessity ("Certificate") for the geographical area of the Township of North Glengarry. Attached hereto and marked as Schedule "C" is the Certificate of Public Convenience and Necessity for the Township of North Glengarry (EB-2006-0333) dated March 23, 2007.
6. The Applicant wishes to renew its municipal gas franchise with the Corporation and to continue serving the Municipality in accordance with the Certificate. The Applicant respectfully submits that it is in the public interest to do so. Attached hereto and marked as Schedule "D" is the resolution.

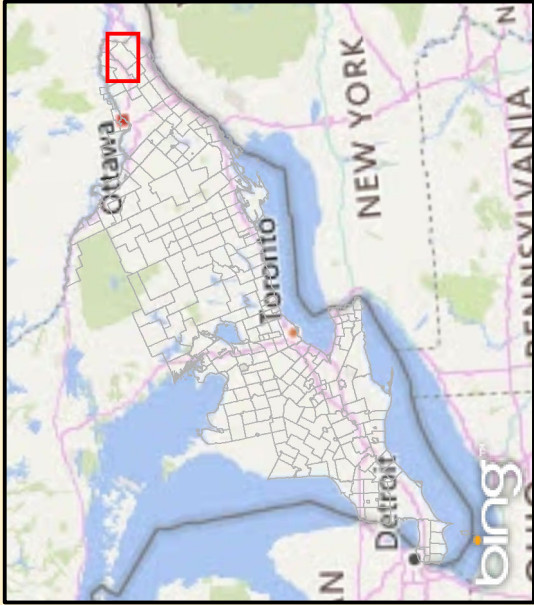
7. Finally, attached hereto and marked as Schedule "E" is the draft of the Corporation's by-law granting to the Applicant the franchise renewal, and a copy of the model franchise agreement between the Applicant and the Corporation ("Agreement").
8. The Applicant wishes to renew its municipal gas franchise with the Corporation and continue serving the Municipality in accordance with the Certificate in the form of the Ontario Energy Board ("Board") approved 2000 Model Franchise Agreement, with no amendments for a term of twenty years.
9. The Applicant hereby applies to the Board for pursuant to Section 9 of the Municipal Franchises Act, R.S.O. c. M.55, for:
 - i. an order renewing the term of the right to build, operate and add to the natural gas distribution system and to distribute, store and transmit natural gas, in the Township of North Glengarry.
 - ii. an Order directing and declaring that the assent of the municipal electors to the terms and conditions of the franchise agreement is not necessary.
10. The persons affected by this application are the customers and other residents in the Municipality. Because of the number of such persons, it is impractical to set out their names and addresses herein.

DATED at Toronto this 19 day of September, 2018.

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

(Original Signed)
Guri Pannu
Legal Counsel

Key Map

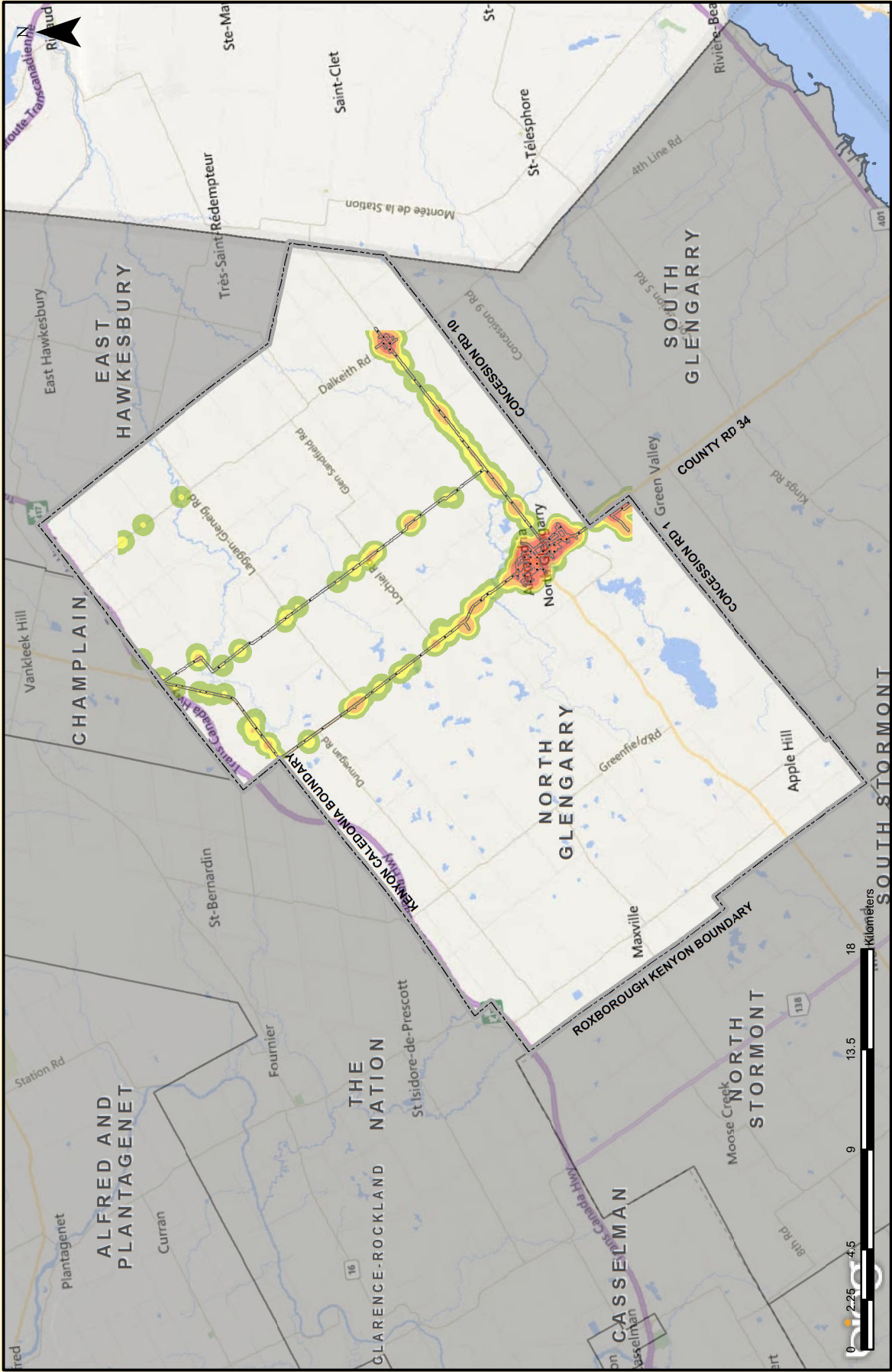


Legend

- North Glengarry Boundary
- Enbridge Pipeline Coverage Area
- Enbridge Customer Density
 - Low Density
 - High Density

Disclaimer:

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



Township of North Glengarry

Ontario Energy Board

Commission de l'Énergie
de l'Ontario**EB-2006-0333**

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 for an order cancelling existing Certificates of Public Convenience and Necessity for certain geographic areas that now form part of The Township of North Glengarry and replacing these with a single Certificate of Public Convenience and Necessity.

By delegation, before: Neil McKay

DECISION AND ORDER

Enbridge Gas Distribution Inc. ("Enbridge") filed an application dated December 12, 2006 with the Ontario Energy Board (the "Board") under the *Municipal Franchises Act*, R.S.O. 1990, c. M.55, as amended (the "Act"), for an order of the Board that cancels the existing Certificates of Public Convenience and Necessity ("Certificates") for several former municipalities that now form part of the Township of North Glengarry (the "Municipality") and replaces the existing Certificates with a new Certificate for the Municipality. The Board has assigned file number EB-2006-0333 to this application.

The Board's Notice of Application and Written Hearing was published on January 17, 2007. There were no intervenors.

On January 1, 1998, the former Township of Kenyon, the former Township of Lochiel, the former Township of Alexandria and the former Village of Maxville were amalgamated to form the Municipality.

Enbridge has Certificates for the former Township of Kenyon (FBC 188), the former Township of Lochiel (FBC 186), the former Township of Alexandria (FBC 194) and the former Village of Maxville were amalgamated to form the Municipality. Enbridge does not

have a Certificate for the geographic area of the former Village of Maxville. There is no other natural gas utility, other than Enbridge operating in the Municipality.

The Board finds that it is in the public interest to grant the application and that public convenience and necessity requires that approval be given.

IT IS THEREFORE ORDERED THAT:

1. Certificates for the former Township of Kenyon (FBC 188), the former Township of Lochiel (FBC 186) and the former Township of Alexandria (FBC 194) are cancelled.
2. A Certificate of Public Convenience and Necessity, attached as Appendix A, is granted to Enbridge Gas Distribution Inc. to construct works to supply gas in the Township of North Glengarry.

DATED at Toronto, March 23, 2007

ONTARIO ENERGY BOARD

Original signed by

Neil McKay
Manager - Facilities

APPENDIX A
TO BOARD DECISION AND ORDER
EB-2006-0333
DATED: March 23, 2007
Certificate of Public Convenience and Necessity
for the Township of North Glengarry

EB-2006-0333

Certificate of Public Convenience and Necessity

The Ontario Energy Board hereby grants

Enbridge Gas Distribution Inc.

approval under section 8 of the *Municipal Franchises Act*, R.S.O. 1990, c. M.55, as amended, to construct works to supply gas to the

Township of North Glengarry

This certificate replaces the certificates of the former townships that are now within the Township of North Glengarry.

DATED at Toronto, March 23, 2007

ONTARIO ENERGY BOARD

Original signed by

Neil McKay
Manager - Facilities

THE CORPORATION OF THE TOWNSHIP OF
NORTH GLENGARRY

BY-LAW NUMBER 40-98

**A BY-LAW TO AUTHORIZE A FRANCHISE AGREEMENT
BETWEEN THE CORPORATION AND
THE CONSUMERS' GAS COMPANY LTD.**

WHEREAS the Council of the Corporation 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 13th 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 by Order of the Minister of Municipal Affairs and Housing dated May 15, 1997, pursuant to subsection 25.2 (4) of the *Municipal Act* the Corporation of the Township of Kenyon, the Corporation of the Township of Lochiel, the Corporation of the Town of Alexandria, and the Village of Maxville, were amalgamated under the name of "The Corporation of the Township of North Glengarry" within the United Counties of Stormont, Dundas and Glengarry effective January 1, 1998;

The Consumers' Gas Company Ltd. currently holds franchise agreements and Certificates of Public Convenience & Necessity for the Township of Kenyon (F.B.C. 188), the Township of Lochiel (F.B.C. 186), and the Town of Alexandria (F.B.C. 194).

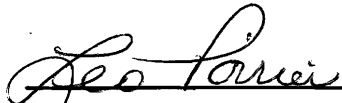
AND WHEREAS The Consumers' Gas Company Ltd. has provided the Corporation with a consent to the repeal of the By-laws hereinafter referred to:

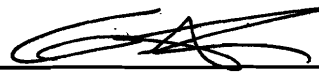
NOW THEREFORE BE IT ENACTED:

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-laws 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.

ENACTED AND PASSED this 28 day of September, 1998.


Clerk


Mayor

SCHEDULE "A"

By-law passed by the Council of the Corporation of the Township of Lochiel on the 5th day of February, 1997. (see attached copy of By-law as no By-law number referenced)

By-law No.42-97 passed by the Council of the Corporation of the Township of Kenyon on the 12th day of March, 1997.

By-law No. 7 passed by the Council of the Corporation of the Town of Alexandria on 18th day of August, 1997.

THE CONSUMERS' GAS COMPANY LTD.

FRANCHISE AGREEMENT

THIS AGREEMENT made this 28th day of SEPTEMBER, 1998
BETWEEN:

**THE CORPORATION OF THE
TOWNSHIP OF NORTH GLENGARRY**

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 Reeve 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.

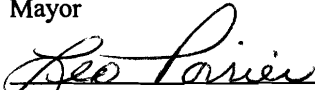
This Agreement shall extend to, benefit and bind the parties thereto, their successors and assigns, respectively.

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

**THE CORPORATION OF THE TOWNSHIP OF
NORTH GLENGARRY**



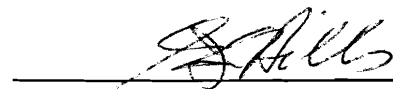
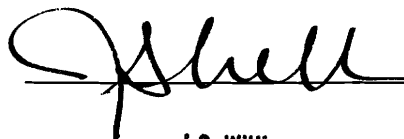
Mayor



Administrator-Clerk-Treasurer

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

APPROVED AS TO FORM	
LEGAL	

DATED

SEPTEMBER 28,

19 68

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

- and -

THE CONSUMERS' GAS COMPANY LTD.

FRANCHISE AGREEMENT

THE CONSUMERS' GAS COMPANY LTD.

Atria III, Suite 1100
2225 Sheppard Avenue East
North York, Ontario
M2J 5C2

Attention: Legal Department

**CORPORATION OF
THE
TOWNSHIP OF NORTH GLENGARRY**

RESOLUTION # 4

DATE: September 10, 2018

MOVED BY: [Signature]

SECONDED BY: [Signature]

THAT Council for the Township of North Glengarry receives Staff Report No. AD-2018-05;

AND THAT Council approves the form of Franchise Agreement and draft by-law 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;

AND 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, pursuant to the provisions of Section 9(4) of the Municipal Franchises Act;

AND FURTHER THAT the Mayor and Clerk be authorized to enter into the Franchise Agreement with Enbridge Gas Distribution Inc. upon receipt of notice of a Decision and Order from the Ontario Energy Board and subsequent passing of the by-law.

Carried

Defeated

Deferred

✓

[Signature]
MAYOR / DEPUTY MAYOR

YEA

NEA

Deputy Mayor: Jamie MacDonald

Councillor: Jacques Massie

Councillor: Brian Caddell

Councillor: Jeff Manley

Councillor: Michel Depratto

Councillor: Carma Williams

Mayor: Chris McDonell

Section 6 Item a

**CERTIFIED TRUE COPY OF ORIGINAL
WHICH HAS NOT BEEN ALTERED IN ANY FORM**

[Signature]
TWSP. OF NORTH GLENGARRY

Lise Lavigne - Commissioner
by virtue of my office as
Deputy Clerk
Township of North Glengarry

September 12, 2018

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

BY-LAW No. _____

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

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

AND WHEREAS the Ontario Energy Board by its Order issued pursuant to the Municipal Franchises Act on the _____ day of _____, 2018 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 CAO/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 for part of this By-law.

READ a first, second, third time and enacted in Open Council, this _____ day of _____ 2018

CAO/Clerk / Deputy Clerk

Mayor / Deputy Mayor

I, hereby certify that the foregoing is a true copy of By-Law No. _____, duly adopted by the Council of the Corporation of the Township of North Glengarry, on _____, 2018.

Date Certified

CAO/Clerk/Deputy Clerk

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY
("CORPORATION")

BY-LAW NUMBER _____

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

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

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

NOW THEREFORE BE IT ENACTED:

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

Read the first and second time this _____ day of _____, 20____ .

Clerk

Reeve

Read the third time and ENACTED AND PASSED this _____ day of _____, 20____ .

Clerk

Reeve