



Enbridge Gas Inc.  
50 Keil Drive North  
Chatham, Ontario, Canada  
N7M 5M1

March 6, 2019

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

Dear Ms. Walli:

**Re: Enbridge Gas Inc.  
Application for Renewal of Franchise Agreement  
Town of Minto**

Further to discussions with Ontario Energy Board staff, attached is an updated Application by Enbridge Gas Inc. for Orders of the Ontario Energy Board with respect to a Franchise Agreement with the Town of Minto. An agreement has been reached between Enbridge Gas Inc. and the Town of Minto with regards to the terms and conditions of the proposed Franchise Agreement.

Should you have any questions on this application, please do not hesitate to contact me. I look forward to the receipt of your instructions.

Yours truly,

*[Original Signed By]*

Patrick McMahon  
Specialist, Regulatory Research and Records  
[pmcmahon@uniongas.com](mailto:pmcmahon@uniongas.com)  
(519) 436-5325

Encl.

## **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 Inc. for an Order approving the terms and conditions upon which, and the period for which, the Corporation of the Town of Minto is, by by-law, to grant to Enbridge Gas Inc. the right to construct and operate works for the distribution, transmission and storage of natural gas and the right to extend and add to the works in the Town of Minto;

**AND IN THE MATTER OF** an Application by Enbridge Gas Inc. for an Order directing and declaring that the assent of the municipal electors of the Town of Minto to the by-law is not necessary.

### **APPLICATION**

1. Enbridge Gas Inc. ("Enbridge Gas"), a regulated public utility, is a corporation incorporated under the laws of the Province of Ontario, with its offices in the City of Toronto and the Municipality of Chatham-Kent.
2. The Corporation of the Town of Minto ("Municipality") is a municipal corporation incorporated under the laws of the Province of Ontario. Attached hereto and marked as Schedule "A" is a map showing the geographical location of the Municipality and a customer density representation of Enbridge Gas' service area. Enbridge Gas currently serves approximately 2,300 customers in the Municipality.
3. On January 1, 1999, the former Village of Clifford, the former Town of Harriston, the former Township of Minto and the former Town of Palmerston were amalgamated to form the Town of Minto.
4. Enbridge Gas has a Franchise Agreement with the Town of Minto which expires June 23, 2019. Enbridge Gas also has Certificates of Public Convenience and Necessity for the former Town of Harriston, the former Township of Minto and the former Town of Palmerston (E.B.C. 29, dated May 1, 1963) and for the former Village of Clifford (E.B.C. 289, dated June 9, 1999) which are attached and marked as Schedule "B".
5. When it issued its Order EBA 884 (dated June 9, 1999) regarding the December 1998 application to approve a franchise agreement with the Town of Minto, the Ontario Energy Board stated that its approval of the terms and conditions of the proposed franchise agreement with the Town of Minto was "geographically limited to that portion of the Town of Minto formerly known as the Village of Clifford". The franchise agreement attached to the EBA 884 Order as Appendix A indicates that the franchise agreement was between the Village of Clifford and Union Gas.

6. The EBA 884 application submitted on December 18, 1998 by Union Gas was seeking approval of a franchise agreement with the former Village of Clifford. This was the first franchise agreement with the former Village of Clifford as a precursor to services to end users being installed starting in October 1999.
7. The December 1998 application noted that on January 1, 1999, the former Village of Clifford, the former Township of Minto, the former Town of Palmerston and the former Town of Harriston were to amalgamate to form the Town of Minto. At the time of the EBA 884 application, Union Gas already had franchise agreements in place with the former Township of Minto, the former Town of Palmerston and the former Town of Harriston (which were all executed in 1993) and the application noted the intention of Union Gas to pursue the newly amalgamated Municipality of the Town of Minto to pass a by-law approving a model franchise agreement to cover the entire amalgamated municipality.
8. In a submission dated May 14, 1999 in the EBA 884 proceeding, OEB Staff stated that, to avoid any overlap in franchised areas, it may be best to grant a geographically limited franchise agreement covering the former Village of Clifford. OEB Staff recommended that Union Gas apply for a consolidated franchise agreement for the Town of Minto no later than the date on which the next existing franchise agreement with the former Township of Minto, the former Town of Palmerston or the former Town of Harriston expires. In its reply submission dated May 21, 1999, Union Gas concurred with OEB Staff's recommendation.
9. As a result of the EBA 884 Order, Union Gas had franchise agreements in place with each of the former municipalities that amalgamated to become the current Town of Minto.
10. Prior to the OEB issuing its EBA 884 Order, the Town of Minto put an updated bylaw through 1<sup>st</sup> and 2<sup>nd</sup> readings in February 1999 which repealed the existing bylaws related to the franchise agreements with the former Township of Minto, the former Town of Palmerston and the former Town of Harriston and replaced them with a single bylaw associated with a single franchise agreement with the amalgamated Town of Minto.
11. The EBA 884 Order and franchise agreement were forwarded to the Town of Minto on June 10, 1999 and the municipality was asked to execute the franchise agreement. The franchise agreement that was executed by the Town of Minto was as approved via its bylaw in February 1999 and indicated that the franchise agreement was between "the Corporation of the Town of Minto (formerly the Village of Clifford, Township of Minto, the Town of Palmerston and the Town of Harriston)" and Union Gas. A copy of the signed franchise agreement was forwarded to the OEB.
12. This current application for the renewal of the franchise agreement with the Town of Minto has been developed based on the existing franchise agreement that was executed by the Town of Minto and Union Gas. The customers served throughout the Town of Minto would most likely consider this a renewal given that Enbridge Gas and its predecessors have been providing them with gas distribution services since 1962.

13. Enbridge Gas applied to the Council of the Municipality for a renewal of the existing franchise agreement permitting Enbridge Gas to construct and operate works for the distribution, transmission and storage of natural gas and the right to extend and add to the works in the Town of Minto.
14. On January 22, 2019, the Council of the Municipality gave approval to the form of a Franchise Agreement in favour of Enbridge Gas and authorized Enbridge Gas to apply to the Ontario Energy Board for approval of the terms and conditions upon which and the period for which the Franchise Agreement is proposed to be granted.
15. Attached hereto as Schedule "C" is a copy of the Resolution of the Council of the Municipality approving the form of the draft by-law and Franchise Agreement, authorizing this submission to the Ontario Energy Board, and requesting an Order declaring and directing that the assent of the municipal electors to the by-law and Franchise Agreement is not necessary.
16. Attached hereto as Schedule "D" is a copy of By-law 2019-08 and the proposed Franchise Agreement. The Town of Minto has provided first and second reading of its by-law.
17. Enbridge Gas has Franchise Agreements and Certificates of Public Convenience and Necessity for the Township of Howick, the Township of Mapleton, the Municipality of North Perth, the Municipality of South Bruce, the Township of Wellington North and the Municipality of West Grey which are immediately adjacent to the Municipality. There is no other natural gas distributor nearby.
18. The proposed Franchise Agreement covers the same territory as that covered by the existing Franchise Agreement, is in the form of the 2000 Model Franchise Agreement with no amendments, and is for a term of twenty (20) years.
19. The address of the Municipality is as follows:

Town of Minto  
5941 Highway 89  
Harriston, ON N0G 1Z0  
Attention: Gordon Duff, Acting Clerk/Treasurer  
Telephone: (519) 338-2511 Ext. 235  
Email: [gordon@town.minto.on.ca](mailto:gordon@town.minto.on.ca)

The address for Enbridge Gas' district office is:

Enbridge Gas Inc.  
603 Kumpf Drive  
P.O. Box 340  
Waterloo, ON N2J 4A4  
Attention: Murray Costello, Director, Southeast Region Operations  
Telephone: (519) 885-7425  
Email: [mcostello@uniongas.com](mailto:mcostello@uniongas.com)

20. The English language newspaper having the highest circulation in the Town of Minto is the *Minto Express*. This is the newspaper used by the Municipality for its notices.
21. Enbridge Gas now applies to the Ontario Energy Board for:
  - (a) an Order under s.9(3) approving the terms and conditions upon which, and the period for which, the Municipality is, by by-law, to grant Enbridge Gas the right to construct and operate works for the distribution, transmission and storage of natural gas and the right to extend and add to the works; and
  - (b) an Order pursuant to s.9(4) directing and declaring that the assent of the municipal electors of the Municipality is not necessary for the proposed franchise agreement by-law under the circumstances.

**DATED** at the Municipality of Chatham-Kent, in the Province of Ontario this 6<sup>th</sup> day of March, 2019.

**ENBRIDGE GAS INC.**

*[Original Signed By]*

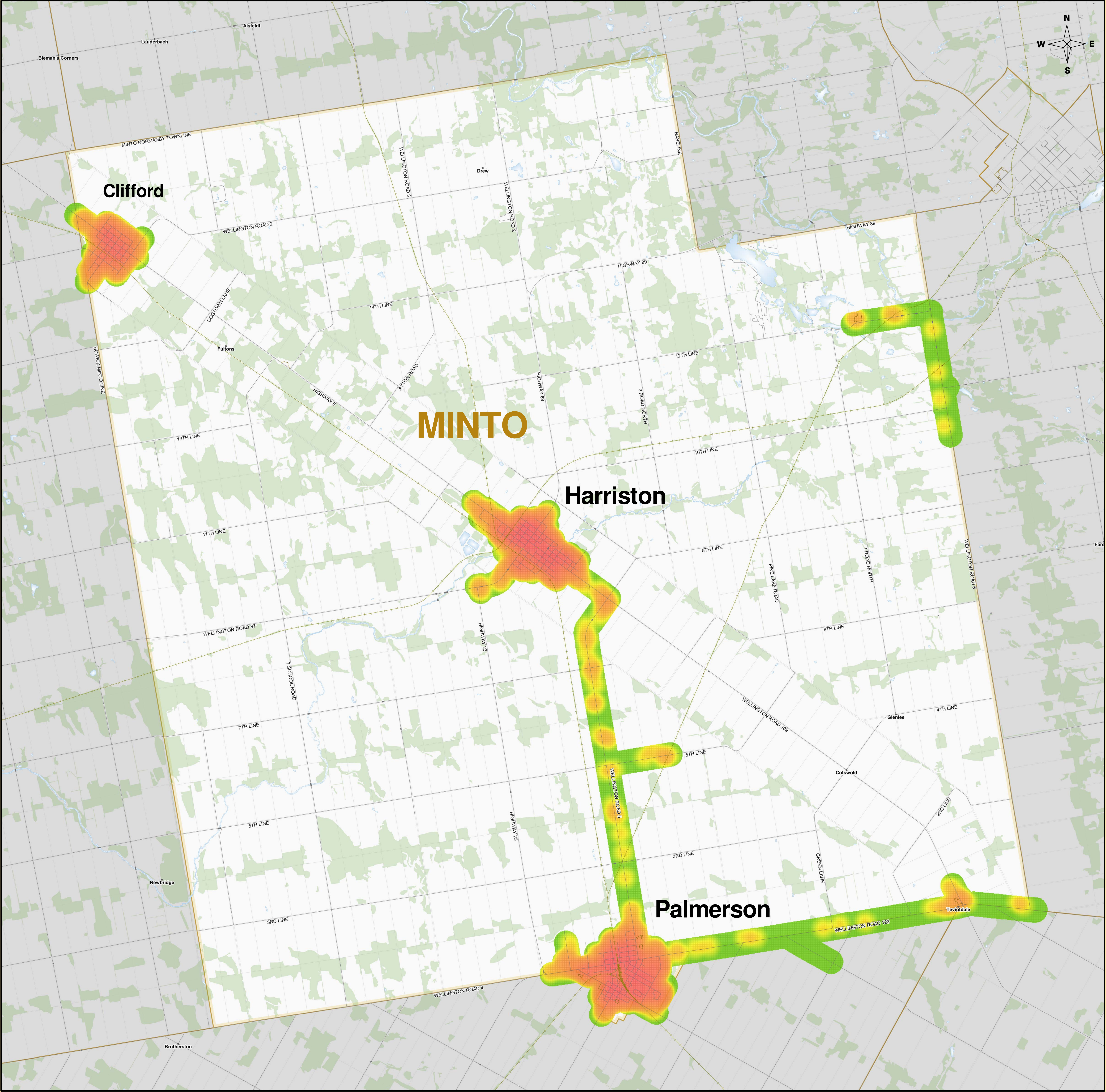
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Patrick McMahon  
Specialist, Regulatory Research and Records

Comments respecting this Application should be directed to:

Mr. Patrick McMahon  
Specialist, Regulatory Research and Records  
Enbridge Gas Inc.  
50 Keil Drive North  
Chatham, ON N7M 5M1  
[pmcmahon@uniongas.com](mailto:pmcmahon@uniongas.com)  
Telephone: (519) 436-5325





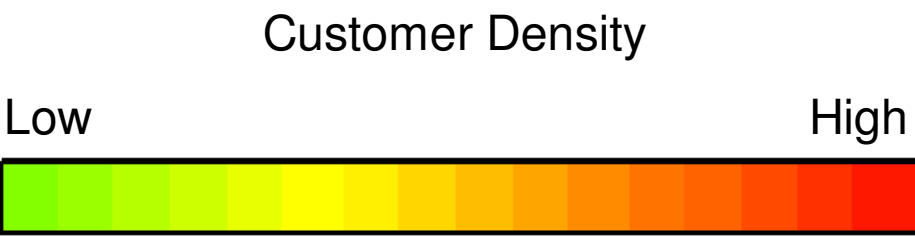
# Town of Minto

## Legend

- Enbridge Gas Pipeline Coverage Area
- Town of Minto
- Roads
- Railways
- Municipal and Township Boundaries
- First Nation Boundaries



**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





THE CORPORATION OF THE TOWN OF MINTO

BY LAW NO 99-59

WHEREAS the Council of the Corporation of the Town of Minto deems it expedient to enter into the attached franchise agreement (the "franchise agreement") with Union Gas Limited;

AND WHEREAS the Ontario Energy Board by its Order issued pursuant to The Municipal Franchises Act on the 9<sup>th</sup> day of June 1999 has approved the terms and conditions upon which and the period for which the franchise provided in the franchise agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of the By-law is not necessary:

NOW THEREFORE the Council of the Corporation of the Town of Minto enacts as follows:

1. THAT the franchise agreement between The Corporation of the Town of Minto and Union Gas Limited, attached hereto and forming part of this by-law, is hereby authorized and the franchise provided for herein is hereby granted;
2. THAT the Mayor and Clerk be and they are hereby authorized and instructed on behalf of The Corporation of the Town of Minto to enter into and execute under its corporate seal and deliver the franchise agreement, which is hereby incorporated in and forming part of this By-law.
3. THAT the following by-law be and the same are hereby repealed insofar as they apply to any area within the present geographic limits of the Corporation of the Town of Minto:

By-law #92-33 of the Town of Palmerston, passed in Council this 23<sup>rd</sup> day of March, 1993;

By-law #1155 of the Town of Palmerston, passed in Council this 10<sup>th</sup> day of December, 1962;

By-law #1500-93 of the Town of Harriston, passed in Council this 22<sup>nd</sup> day of April 1993;

By-law #902 of the Town of Harriston, passed in Council this 7<sup>th</sup> day of December, 1962;

By-law #20-92 of the Township of Minto, passed in Council this 5<sup>th</sup> day of April, 1993;

By-law #1089 of the Township of Minto, passed in Council this 17<sup>th</sup> day of December, 1962;


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

Read the first time this 10<sup>th</sup> day of February, 1999.

Read the second time this 10<sup>th</sup> day of February, 1999.

Read the third time and finally passed this 23<sup>rd</sup> day of June, 1999.

THE CORPORATION OF THE TOWN OF MINTO

  
\_\_\_\_\_  
Mayor – Wm. R. Lawless

  
\_\_\_\_\_  
Clerk – Dianne Friesen

# ***FRANCHISE AGREEMENT***

**THIS AGREEMENT** made this 23rd day of JUNE, 1999,  
**BETWEEN:**

THE CORPORATION OF THE TOWN OF MINTO  
(formerly the Village of Clifford, Township of Minto,  
the Town of Palmerston and the Town of Harriston)

hereinafter called the "Corporation"

- and -



**uniongas**  
**LIMITED**

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.

- \* Footnote: 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.

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 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 the Corporation 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 Paragraph 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.

9. Other Conditions

Notwithstanding the cost sharing arrangements described in Paragraph III-7, if any part of the gas system altered or relocated in accordance with Paragraph III-7 was constructed or installed prior to January 1st, 1981, the Gas Company shall alter or relocate, at its sole expense, such part of the gas system at the point specified, to a location satisfactory to the Engineer/Road Superintendent.

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.




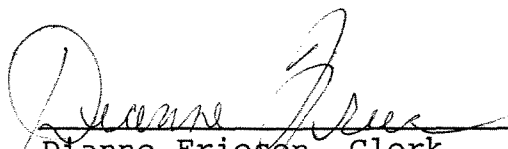
4. Agreement Binding Parties

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.

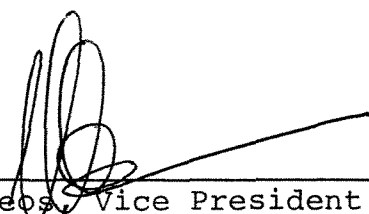
THE CORPORATION OF THE  
TOWN OF MINTO


  
Dr. William Lawless, Mayor

  
Dianne Friesen, Clerk



**uniongas**

  
Mel Ydreos, Vice President

  
Larry Fedchun, Assistant Secretary







Ontario

E.B.A. 884

**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  
Union Gas Limited for an Order approving the terms  
and conditions upon which the former Corporation of  
the Village of Clifford is, by by-law, to grant to  
Union Gas Limited rights to construct and to operate  
works for the distribution of gas; to extend or add to  
the works; and the period for which such rights are  
granted;

**AND IN THE MATTER OF** an Application by  
Union Gas Limited for an Order dispensing with the  
assent of the municipal electors of the former  
Corporation of the Village of Clifford regarding the  
by-law.

**BEFORE:**

G. A. Dominy  
Presiding Member and Vice Chair

J. B. Simon  
Member

## **ORDER**

Union Gas Limited ("Union") filed an Application dated December 18, 1998 with the Ontario Energy Board ("the Board") under section 9 of the Municipal Franchises Act, as amended, ("the Act") for an Order approving the terms and conditions upon which, and the period for which, the former Corporation of the Village of Clifford ("the Municipality") is, by By-law, to grant to Union the right to construct or operate works for the distribution of gas and to extend or add to the works in the Municipality ("the Franchise Agreement").



- 2 -

A resolution was passed by the former Council of the Corporation of the Village of Clifford, dated November 2, 1998, approving the form of a draft by-law ("the By-law") authorizing the Franchise Agreement between Union and the Municipality. Union also requested the Board to declare and direct, pursuant to section 9(4) of the Act, that the assent of the municipal electors to the proposed By-law is not necessary.

Union and the Municipality agreed to rely on the model gas franchise agreement, which was negotiated by the Municipal Franchise Agreement Committee, pursuant to recommendations in the Board's E.B.O. 125 Report, to provide a standard form of franchise agreement acceptable to the municipalities and to the gas distribution companies. The Franchise Agreement is attached as Appendix 'A'.

On January 1, 1999, the former Village of Clifford, the former Township of Minto, the former Town of Palmerston and the former Township of Minto were amalgamated to form the Town of Minto.

Union served and published the Board's Notice of Application and Notice of Written Hearing. The Board has considered the submissions of Board staff and Union in this matter. The Board finds that the Application is in the public interest.

**THE BOARD THEREFORE ORDERS THAT:**

1. The terms and conditions, stated in the proposed Franchise Agreement attached as Appendix 'A', being those terms and conditions upon which and providing the period for which, the Town of Minto is, by By-law, to grant to Union the right to construct or operate works for the distribution of gas and to extend or add to the works, are geographically limited to that portion of the Town of Minto formerly known as the Village of Clifford, and are approved.
2. The assent of the municipal electors of the Corporation of the Town of Minto to the proposed By-law is not necessary.



- 3 -

3. Union is directed to pay the Board's costs of and incidental to these proceedings, immediately upon receipt of the Board's invoice.

**ISSUED** at Toronto, June 9, 1999.

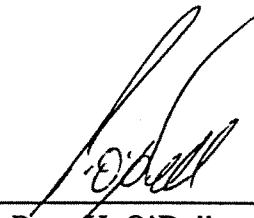
ONTARIO ENERGY BOARD

A handwritten signature in black ink, appearing to read 'P. O'Dell', is written over a horizontal line.

Peter H. O'Dell  
Assistant Board Secretary

APPENDIX 'A' TO  
BOARD ORDER NO. E.B.A. 884

DATED June 9, 1999.

A handwritten signature in black ink, appearing to read 'P. O'Dell', is written over a horizontal line.

Peter H. O'Dell  
Assistant Board Secretary



# FRANCHISE AGREEMENT

THIS AGREEMENT made this                      day of                      , 19                      ,  
BETWEEN:

THE CORPORATION OF THE VILLAGE OF CLIFFORD

hereinafter called the "Corporation"

- and -



**uniongas**

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.

- \* Footnote: 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.

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 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 the Corporation 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 Paragraph 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.

9. Other Conditions

Notwithstanding the cost sharing arrangements described in Paragraph III-7, if any part of the gas system altered or relocated in accordance with Paragraph III-7 was constructed or installed prior to January 1st, 1981, the Gas Company shall alter or relocate, at its sole expense, such part of the gas system at the point specified, to a location satisfactory to the Engineer/Road Superintendent.

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  
VILLAGE OF CLIFFORD

\_\_\_\_\_  
Bruce Walters, Reeve

\_\_\_\_\_  
Laurie Myer, Clerk-Treasurer



\_\_\_\_\_  
Mel Ydreos, Vice President

\_\_\_\_\_  
Larry Fedchun, Assistant Secretary



**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  
Union Gas Limited for a certificate of public  
convenience and necessity to construct works to  
supply gas to the inhabitants of the former Village of  
Clifford.

**BEFORE:** G. A. Dominy  
Presiding Member and Vice Chair

J. B. Simon  
Member

### **ORDER GRANTING**

#### **A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

Union Gas Limited ("Union") filed with the Ontario Energy Board ("the Board") an Application dated December 18, 1998, ("the Application") under section 8 of the Municipal Franchises Act, R.S.O. 1990, c. M. 55, as amended, for a certificate of public convenience and necessity to construct works to supply gas in the former Village of Clifford in the County of Wellington. The Application was assigned file number E.B.C. 289.

On January 1, 1999, the former Village of Clifford, the former Township of Minto, the former Town of Palmerston and the former Town of Harriston were amalgamated to form the Town of Minto.

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Union served and published the Board's Notices of Application and Notices of Written Hearing. The Board has considered the submissions of Board staff and Union in this matter. The Board finds the Application to be in the public interest.

**THEREFORE, THE BOARD ORDERS THAT:**

1. A Certificate of Public Convenience and Necessity is granted to Union to construct works to supply gas in that part of the Town of Minto formerly known as the Village of Clifford.
2. If Union fails to substantially complete construction of the gas mains proposed in the Application within twenty-four months following the issuance of the Board's certificate, the Certificate shall expire.
3. Construction of the gas works proposed in the evidence supporting the Application is subject to the Undertakings listed in Appendix "A" attached to this Order.
4. Union is directed to pay the Board's costs of and incidental to these proceedings , immediately upon receipt of the Board's invoice.

**DATED** at Toronto June 9, 1999.

ONTARIO ENERGY BOARD

  
\_\_\_\_\_  
Peter H. O'Dell  
Assistant Board Secretary



APPENDIX 'A' TO  
BOARD ORDER NO. E.B.C. 289

DATED June 9, 1999.



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Peter H. O'Dell  
Assistant Board Secretary

Undertakings  
The Former Village of Clifford  
E.B.C. 289

- a) Union shall comply with these Undertakings given to the Board and shall construct the pipeline and shall restore the land according to the evidence filed with the Board.
- b) Union shall advise the Board's designated representative of any proposed change in construction or restoration procedures and, except in an emergency, Union shall not make such change without prior approval of the Board's designated representative. In the event of an emergency, the Board's designated representative shall be informed forthwith after the fact.
- c) Union shall designate one of its employees as project engineer and shall provide the name of the individual to the Board's designated representative. The project engineer will be responsible for the fulfilment of the Undertakings and other commitments on the construction site. Union shall provide a copy of the final Undertakings to the project engineer, within seven days of the Board's Order being issued.
- d) Union shall furnish the Board's designated representative with five (5) copies of written confirmation of the completion of construction in compliance with the Board's Order. This written confirmation shall be provided within one month of the test date, and shall contain the following:
  - 1. The date upon which construction was completed;
  - 2. The date on which the installed pipeline was tested and energized;
  - 3. Copies of all notices given pursuant to these Undertakings;
  - 4. In the event of any change in route alignment, representative drawings of the pipeline route in relation to that originally approved;
  - 5. An explanation for any deviations in compliance with these Undertakings; and
  - 6. A list of any outstanding landowner concerns.

- e) Both during and after the construction, Union shall monitor the effects upon the land and the environment, and shall file ten copies of a monitoring report in writing with the Board within one year of the in-service date.
- f) The Board shall be notified prior to any changes in the routing of the project as proposed.
- g) The Board's designated representative for the purposes of these Undertakings shall be the project Case Manager, or in their absence the Manager, Facilities.
- h) Union shall establish a separate account to track revenues received from customer contributions and to report on the level of attachments and customer contributions received relating to this project, in a future rates case, and as may be required from time to time by the Board.



AND IN THE MATTER OF an Application by  
Union Gas Company of Canada, Limited to  
the Ontario Energy Board for approval of  
the Board to construct works to supply  
and to supply gas in the Respondent  
Municipalities.

A. R. Crozier, Chairman ) Wednesday, the 17th day  
and )  
J. J. Wingfelder, Commissioner ) of April, 1963.

UNION GAS COMPANY OF CANADA, LIMITED, Applicant,  
- and -

County of Bruce	Township of Bentinck
County of Perth	Township of Brant
Town of Durham	Township of Egremont
Town of Hanover	Township of Elma
Town of Harriston	Township of Holland
Town of Listowel	Township of Luther West
Town of Mount Forest	Township of Maryborough
Town of Palmerston	Township of Minto
Town of Walkerton	Township of Normanby
Village of Arthur	Township of Peel
Village of Chatsworth	Township of Sullivan
Village of Drayton	Township of Wallace
Township of Arthur	
	Respondents.

UPON the Application of Union Gas Company of Canada, Limited for approval of the Ontario Energy Board to construct works to supply and to supply gas in the Respondent Municipalities pursuant to Section 8 of The Municipal Franchises Act, R.S.O. 1960, Chapter 255; upon the hearing of such Application by the Board on the 17th day of April, 1963, after due Notice of such Hearing had been given as directed by the Board; in the presence of Counsel for the Applicant, and no one else appearing; the Board having later issued its Decision dated the 22nd day of April, 1963, providing for the issuance of this Certificate;

THIS BOARD DOETH CERTIFY, pursuant to Section 8 of The Municipal Franchises Act, R.S.O. 1960, Chapter 255, that Public Convenience and Necessity appear to require that approval of the Ontario Energy Board shall be and the same is hereby given to Union Gas Company of Canada, Limited to construct works to supply and to supply gas in the Respondent Municipalities.

AND THIS BOARD DOTH further Order and Direct that the costs of this Application fixed at the sum of \$75.00 shall be paid forthwith by the Applicant to the Board.

DATED at Toronto, Ontario, this 1st day of May, 1963.

ONTARIO ENERGY BOARD

(Seal)

Sgd. "J. J. Wingfelder"  
Secretary

THE CORPORATION OF TOWN OF MINTO

RESOLUTION

BE IT HEREBY RESOLVED THAT:

1. This Council approves the form of draft by-law and franchise agreement attached hereto and authorizes the submission thereof to the Ontario Energy Board for approval pursuant to the provisions of Section 9 of The Municipal Franchises Act.
2. This Council requests that the Ontario Energy Board make an Order declaring and directing that the assent of the municipal electors to the attached draft by-law and franchise agreement pertaining to the Corporation of the Town of Minto is not necessary pursuant to the provisions of Section 9(4) of the Municipal Franchises

I HEREBY CERTIFY the foregoing to be a true copy of a Resolution passed by the Council of the Corporation of the Town of Minto on the 22nd day of January 2019

*[Original Signed By]*

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George Bridge, Mayor

*[Original Signed By]*

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Gordon Duff, Acting Clerk



The Corporation of the Town of Minto  
By-law Number 2019-08

Authorize a Franchise Agreement between the Corporation of the Town of Minto and Enbridge Gas Inc.

WHEREAS the Council of the Corporation of the Town of Minto deems it expedient to enter into the attached franchise agreement (the "Franchise Agreement") with Enbridge Gas 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 in the Franchise Agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of this By-Law is not necessary:

NOW THEREFORE the Council of the Corporation of the Town of Minto enacts as follows:

1.    THAT the Franchise Agreement between the Corporation of the Town of Minto and Enbridge Gas Inc. attached hereto and forming part of this by-law, is hereby authorized and the franchise provided for therein is hereby granted.
2.    THAT the Mayor and Clerk be and they are hereby authorized and instructed on behalf of the Corporation of the Town of Minto to enter into and execute under its corporate seal and deliver the Franchise Agreement, which is hereby incorporated into and forming part of this By-Law.
3.    THAT the following by-law be, and the same is hereby repealed:
  - By-law #99-59 for the Corporation of the Town of Minto, passed in Council on the 23<sup>rd</sup> day of June 1999.
4.    THAT this by-law shall come into force and take effect as of the final passing thereof.

Read a first time this 22<sup>nd</sup> day of January 2019

Read a second time this 22<sup>nd</sup> day of January 2019

Read a third time and finally passed this            day of  
, 20\_\_\_\_.

THE CORPORATION OF THE TOWN OF MINTO

\_\_\_\_\_  
Mayor George A. Bridge

\_\_\_\_\_  
Acting Clerk Gordon Duff

## **2000 Model Franchise Agreement**

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THIS AGREEMENT effective this                      day of                      , 2019

BETWEEN:

### **THE CORPORATION OF THE TOWN OF MINTO**

hereinafter called the "Corporation"

- and -

### **ENBRIDGE GAS 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 of this Agreement, the Model Franchise Agreement is changed, then on the 7<sup>th</sup> anniversary and on the 14<sup>th</sup> anniversary of the date of the passing of the By-law, this Agreement shall be deemed to be amended to incorporate any changes in the Model Franchise Agreement in effect on such anniversary dates. Such deemed amendments shall not apply to alter the 20 year term.

(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. Other Conditions**

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

**19. Agreement Binding Parties**

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

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

**THE CORPORATION OF THE  
TOWN OF MINTO**

Per:

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George Bridge, Mayor

Per:

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Gordon Duff, Acting Clerk

**ENBRIDGE GAS INC.**

Per:

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Mark Kitchen, Director  
Regulatory Affairs

Per:

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Murray Costello, Director,  
Southeast Region Operations