Exhibit A

Lesley Austin Digitally signed by Lesley Austin Date: 2020.11.10 14:33:17 -05'00'

Patrick McMahon

From: Patrick McMahon
Sent: Thursday, November 5, 2020 2:12 PM
To: JP Newman
Subject: Notice of Application - Renewal of Franchise Agreement (EB-2020-0250)

Please see the attached letter, Notice of Application and the application to the Ontario Energy Board with respect to the renewal of the Franchise Agreement between Enbridge Gas Inc. and the Township of Scugog.

Please let me know if you have any questions on the attached documents.

Pat

Patrick McMahon
Technical Manager
Regulatory Research and Records

ENBRIDGE GAS INC.
Tel: 519-436-5325
50 Keil Drive North, Chatham, ON N7M 5M1

enbridgegas.com
Integrity. Safety. Respect.

From: JP Newman <jnewman@scugog.ca>
Sent: Thursday, November 5, 2020 4:17 PM
To: Patrick McMahon <Patrick.McMahon@enbridge.com>
Subject: Read: Notice of Application - Renewal of Franchise Agreement (EB-2020-0250)

Your message

To: JP Newman
Subject: Notice of Application - Renewal of Franchise Agreement (EB-2020-0250)
Sent: Thursday, November 5, 2020 2:12:27 PM (UTC-05:00) Eastern Time (US & Canada)

was read on Thursday, November 5, 2020 4:16:26 PM (UTC-05:00) Eastern Time (US & Canada).

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

November 5, 2020

John Paul Newman
Director of Corporate Services / Municipal Clerk
Township of Scugog
181 Perry Street
Port Perry, ON L9L 1A7

Dear Mr. Newman:

Re: Enbridge Gas Inc.
Application for Renewal of Franchise Agreement with Township of Scugog
Ontario Energy Board File No. EB-2020-0250

In accordance with instructions set out by the Ontario Energy Board's Letter of Direction dated November 4, 2020, Enbridge Gas Inc. now serves upon you a copy of the Notice of Application together with a copy of the relevant Application for approval of the Franchise Agreement between Enbridge Gas Inc. and the Township of Scugog.

The Ontario Energy Board will be arranging for publication of this Notice of Application in the *Port Perry / Uxbridge / Scugog Standard* and the *Port Perry Star* on November 12, 2020.

Yours truly,

[*Original signed by*]

Patrick McMahon
Technical Manager
Regulatory Research and Records
patrick.mcmahon@enbridge.com
(519) 436-5325

Encl.

ONTARIO ENERGY BOARD NOTICE

Enbridge Gas Inc. has applied to renew its natural gas franchise agreement with the Township of Scugog.

Learn more. Have your say.

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

1. **An order approving the renewal of a natural gas franchise agreement with the Township of Scugog which would grant to Enbridge Gas Inc. the right to construct, operate and add to the natural gas distribution system and to distribute, store and transmit natural gas for a period of 20 years.**
2. **An order directing and declaring that the assent of the municipal electors of the Township of Scugog is not required in relation to the by-law and natural gas franchise agreement.**

THE ONTARIO ENERGY BOARD WILL HOLD A PUBLIC HEARING

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

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

CERTIFICATES OF PUBLIC CONVENIENCE AND NECESSITY

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

BE INFORMED AND HAVE YOUR SAY

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

- You can review the application filed by Enbridge Gas on the OEB's website now
- You can file a letter with your comments, which will be considered during the hearing
- You can become an active participant (called an intervenor). Apply by **November 23, 2020** or the hearing will go ahead without you and you will not receive any further notice of the proceeding
- At the end of the process, you can review the OEB's decision and its reasons on our website

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

LEARN MORE

Our file number for this case is **EB-2020-0250.** To learn more about this hearing, find instructions on how to file a letter with your comments or become an intervenor, or to access any document related to this case, please enter the file number **EB-2020-0250** on the OEB website: **www.oeb.ca/participate.** You can also phone our Public Information Centre at 1-877-632-2727 with any questions.

ORAL VS. WRITTEN HEARINGS

There are two types of OEB hearings – oral and written. The OEB intends to proceed with this application by way of a written hearing. If you think an oral hearing is needed, you can write to the OEB to explain why by **November 23, 2020.**

PRIVACY

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

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

Ontario

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

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

October 21, 2020

Ms. Christine Long
Board Secretary
Ontario Energy Board
2300 Yonge Street, 27th Floor
Toronto, ON M4P 1E4

Dear Ms. Long:

Re: Enbridge Gas Inc.
Application for Renewal of Franchise Agreement
Township of Scugog

Attached is an Application by Enbridge Gas Inc. for Orders of the Ontario Energy Board with respect to a Franchise Agreement with the Township of Scugog. An agreement has been reached between Enbridge Gas Inc. and the Township of Scugog 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
Technical Manager
Regulatory Research and Records
patrick.mcmahon@enbridge.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 Township of Scugog 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 Township of Scugog;

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 Township of Scugog 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 Township of Scugog ("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 5,408 customers in the Municipality.

3. The Township of Scugog is a lower-tier municipality in the Regional Municipality of Durham which was incorporated in 1974 through the amalgamation of the original townships of Scugog, Reach and Cartwright and the town of Port Perry. Enbridge Gas' existing franchise agreement with the Township of Scugog expires on April 23, 2021.

4. Enbridge Gas has a Certificate of Public Convenience and Necessity for the Township of Scugog (RP-2000-0012 / EB-2000-0040) dated July 14, 2000 which is attached as Schedule "B".

5. Enbridge Gas applied to the Council of the Municipality for a 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 Township of Scugog.

6. On September 28, 2020, 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.

7. 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.

8. Attached hereto as Schedule "D" is a copy of By-law 56-20 and the proposed Franchise Agreement. The Township of Scugog has provided first and second readings of its by-law.

9. Enbridge Gas has Franchise Agreements with and Certificates of Public Convenience and Necessity for the Township of Uxbridge, the Township of Brock, the Municipality of Clarington and the City of Kawartha Lakes which are immediately adjacent to the Municipality. There is no other natural gas distributor in the area.

10. The proposed Franchise Agreement is in the form of the 2000 Model Franchise Agreement with no amendments and is for a term of twenty (20) years.

11. The address of the Municipality is as follows:

    Township of Scugog
    181 Perry Street
    Port Perry, ON L9L 1A7
    Attention: JP Newman, Director of Corporate Services / Municipal Clerk
    Telephone: (905) 985-7346 ext. 119
    Email: jnewman@scugog.ca

    The address for Enbridge Gas' regional operations office is:

    Enbridge Gas Inc.
    101 Honda Boulevard
    Markham, ON L6C 0M6
    Attention: Steve McGivery, Director, GTA East Operations
    Telephone: (905) 927-3184
    Email: steve.mcgivery@enbridge.com

12. The English language newspapers having the highest circulation in the Township of Scugog are the *Scugog Standard* and the *Port Perry Star*. These are the newspapers used by the Municipality for its notices.

13. 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 Township of Scugog 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 Township of Scugog 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 21st day of October 2020.

ENBRIDGE GAS INC.

[Original signed by]

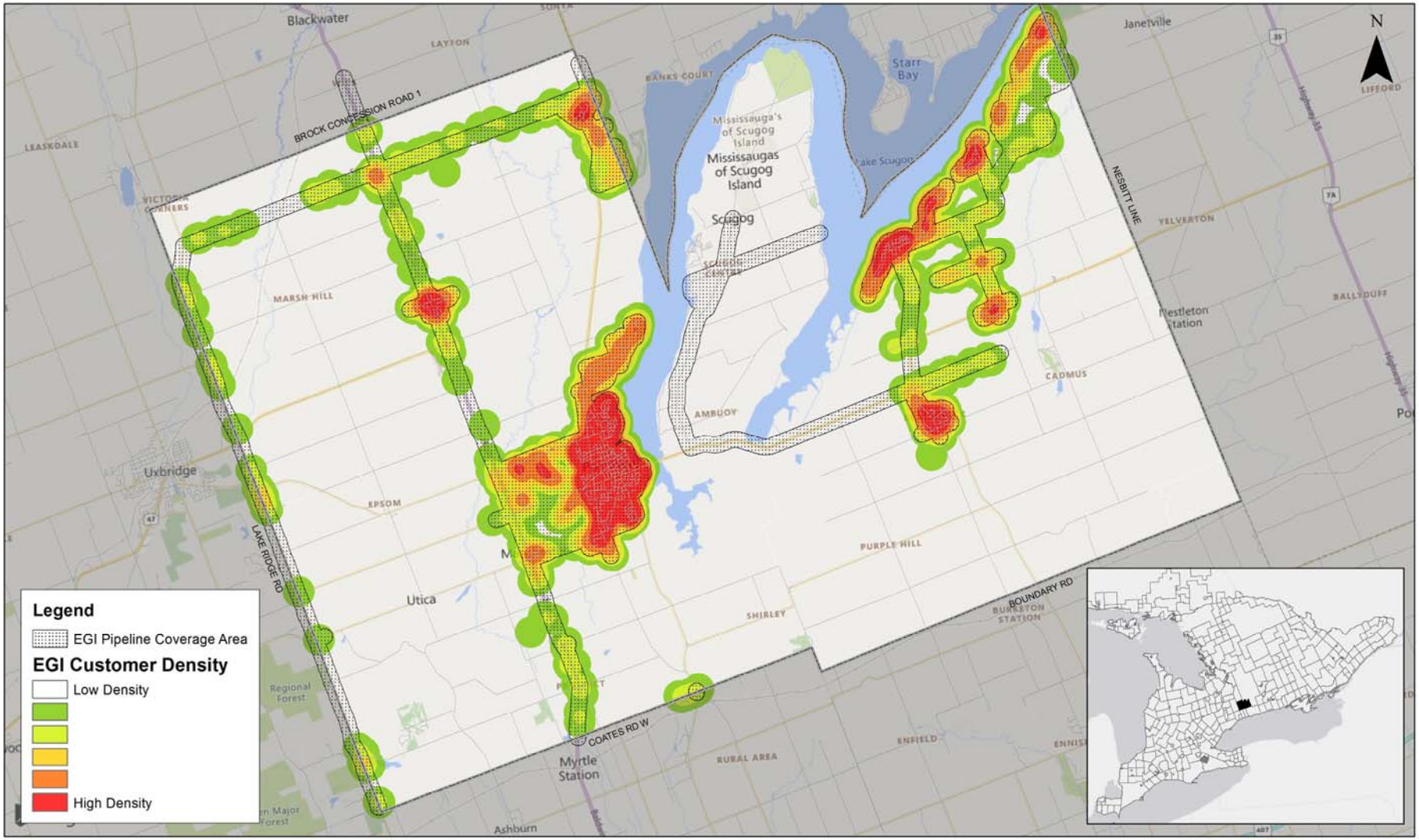
Patrick McMahon
Technical Manager, Regulatory Research and Records

Comments respecting this Application should be directed to:

Mr. Patrick McMahon
Technical Manager, Regulatory Research and Records
Enbridge Gas Inc.
50 Keil Drive North
Chatham, ON N7M 5M1
patrick.mcmahon@enbridge.com
Telephone: (519) 436-5325

Schedule A

Township of Scugog



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.

ENBRIDGE
Life Takes Energy

Ontario Energy Board

Commission de l'Énergie de l'Ontario

RP-2000-0012
EB-2000-0040

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 The Consumers' Gas Company Ltd. for a Certificate of Public Convenience and Necessity to construct works to supply gas to the inhabitants of the Township of Scugog.

BEFORE: Sheila K. Halladay
Presiding Member

A. C. Spoel
Member

ORDER GRANTING
A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The Consumers' Gas Company Ltd. ("Enbridge Consumers Gas") filed an Application (the "Application") with the Ontario Energy Board (the "Board"), dated April 4, 2000, 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 Township of Scugog. The Application was assigned Board file numbers RP-2000-0012 and EB-2000-0040.

Enbridge Consumers Gas served and published the Board's Notice of Application and Notice of Written Hearing. One intervention was filed by Mr. Barry Grisdale, a resident of the area. The Board issued Procedural Order No. 1 on June 30, 2000. Written submissions were filed by Board staff and Mr. Grisdale. Enbridge Consumers Gas filed written reply submissions on July 12, 2000.

After reviewing the evidence and the submissions of Mr. Grisdale, the Board staff and Enbridge Consumers Gas the Board finds the Application to be in the public interest.

THE BOARD THEREFORE ORDERS THAT:

1. A Certificate of Public Convenience and Necessity is granted to Enbridge Consumers Gas to construct works to supply gas in the Township of Scugog.

2. Enbridge Consumers Gas shall file a report with the Board which tracks the actual customer attachments versus forecast customer attachments for each of the first three years of the project.

3. Enbridge Consumers Gas shall file a report with the Board describing the amount of funds contributed by Quorum Development Corporation Inc. and the date on which each contribution was rendered.

4. Enbridge Consumers Gas shall file a report with the Board describing the amount and timing of any funds provided by Enbridge to Quorum Development Corporation Inc.

5. If Enbridge Consumers Gas 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.

DATED at Toronto July 14, 2000

ONTARIO ENERGY BOARD

Peter H. O'Dell
Assistant Board Secretary

TOWNSHIP OF Scugog

September 30, 2020

Mark Wilson
Senior Advisor, Municipal Energy Solutions
Enbridge Gas Inc.
Sent via email to: Mark.Wilson@enbridge.com

Re: Franchise Agreement between the Township of Scugog and Enbridge

Dear Mr. Wilson:

I wish to advise that the following resolution was passed at the September 14, 2020 General Purpose and Administration meeting and was ratified, along with the associated by-law, at the September 28, 2020 Township of Scugog Council meeting:

> "**THAT** the presentation by Ryan Werenich and Patrick McMahon, Enbridge, regarding Franchise Agreement between the Township of Scugog and Enbridge be received;
>
> **THAT** Report COMS-2020-045, Enbridge Franchise Agreement, be received;
>
> **THAT** the form of the draft by-law and franchise agreement, as attached, be read a 1st and 2nd time and that a submission to the Ontario Energy Board for the approval of the agreement pursuant to the provisions of Section 9 of the *Municipal Franchises Act* be authorized; and
>
> **THAT** the Ontario Energy Board be requested to 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 Township of Scugog is not necessary pursuant to the provisions of Section 9(4) of the *Municipal Franchises Act*."

Please find attached a copy of the Franchise Agreement between the Township of Scugog and Enbridge and By-Law No. 56-20. Should you require anything further in this regard, please do not hesitate to contact Cameron Murphy, Public Works Technologist at 905-985-7346 ext. 150.

.../2

Yours truly,

John Paul Newman
Director of Corporate Services/Clerk

Encl.
cc: Cameron Murphy, Public Works Technologist

THE CORPORATION OF THE TOWNSHIP OF SCUGOG

BY-LAW NUMBER 56-20

BEING A BY-LAW TO AUTHORIZE A FRANCHISE AGREEMENT BETWEEN TOWNSHIP OF SCUGOG AND ENBRIDGE GAS INC.

WHEREAS the Council of the Township of Scugog 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 _____, 2020 has approved the terms and conditions upon which and the period for which the franchise provided in the Franchise Agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of this By-Law is not necessary:

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SCUGOG Enacts As Follows:

1. **THAT** the Franchise Agreement between the Township of Scugog 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 Township of Scugog 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 hereby repealed:
   - By-law #37-01 passed in Council on April 23, 2001.

READ a First and Second time this 28th day of September, 2020.

_____
MAYOR, Roberta A. Drew

_____
CLERK, John Paul Newman

READ a Third time and finally passed this ___ day of _____, 2020.

_____
MAYOR, Roberta A. Drew

_____
CLERK, John Paul Newman

2000 Model Franchise Agreement

THIS AGREEMENT effective this day of , 2020

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SCUGOG

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 7th anniversary and on the 14th anniversary of the date of the passing of the By-law, this Agreement shall be deemed to be amended to incorporate any changes in the Model Franchise Agreement in effect on such anniversary dates. Such deemed amendments shall not apply to alter the 20 year term.

(c) At any time within two years prior to the expiration of this Agreement, either party may give notice to the other that it desires to enter into negotiations for a renewed franchise upon such terms and conditions as may be agreed upon. Until such renewal has been settled, the terms and conditions of this Agreement shall continue, notwithstanding the expiration of this Agreement. This shall not preclude either party from applying to the Ontario Energy Board for a renewal of the Agreement pursuant to section 10 of the *Municipal Franchises Act*.

Part III – Conditions

5. **Approval of Construction**

(a) The Gas Company shall not undertake any excavation, opening or work which will disturb or interfere with the surface of the travelled portion of any highway unless a permit therefor has first been obtained from the Engineer/Road Superintendent and all work done by the Gas Company shall be to his satisfaction.

(b) Prior to the commencement of work on the gas system, or any extensions or changes to it (except service laterals which do not interfere with municipal works in the highway), the Gas Company shall file with the Engineer/Road Superintendent a Plan, satisfactory to the Engineer/Road Superintendent, drawn to scale and of sufficient detail considering the complexity of the specific locations involved, showing the highways in which it proposes to lay its gas system and the particular parts thereof it proposes to occupy.

(c) The Plan filed by the Gas Company shall include geodetic information for a particular location:

(i) where circumstances are complex, in order to facilitate known projects, including projects which are reasonably anticipated by the Engineer/Road Superintendent, or

(ii) when requested, where the Corporation has geodetic information for its own services and all others at the same location.

(d) The Engineer/Road Superintendent may require sections of the gas system to be laid at greater depth than required by the latest CSA standard for gas pipeline systems to facilitate known projects or to correct known highway deficiencies.

(e) Prior to the commencement of work on the gas system, the Engineer/Road Superintendent must approve the location of the work as shown on the Plan filed by the Gas Company, the timing of the work and any terms and conditions relating to the installation of the work.

(f) In addition to the requirements of this Agreement, if the Gas Company proposes to affix any part of the gas system to a bridge, viaduct or other structure, if the Engineer/Road Superintendent approves this proposal, he may require the Gas Company to comply with special conditions or to enter into a separate agreement as a condition of the approval of this part of the construction of the gas system.

(g) Where the gas system may affect a municipal drain, the Gas Company shall also file a copy of the Plan with the Corporation's Drainage Superintendent for purposes of the *Drainage Act*, or such other person designated by the Corporation as responsible for the drain.

(h) The Gas Company shall not deviate from the approved location for any part of the gas system unless the prior approval of the Engineer/Road Superintendent to do so is received.

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

(j) The approval of the Engineer/Road Superintendent is not a representation or warranty as to the state of repair of the highway or the suitability of the highway for the gas system.

6. **As Built Drawings**

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

7. **Emergencies**

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

8. **Restoration**

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

9. **Indemnification**

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

10. **Insurance**

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

(b) The issuance of an insurance policy as provided in this Paragraph shall not be construed as relieving the Gas Company of liability not covered by such insurance or in excess of the policy limits of such insurance.

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

11. **Alternative Easement**

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

12. **Pipeline Relocation**

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

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

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

(i) the amount paid to Gas Company employees up to and including field supervisors for the hours worked on the project plus the current cost of fringe benefits for these employees,

(ii) the amount paid for rental equipment while in use on the project and an amount, charged at the unit rate, for Gas Company equipment while in use on the project,

(iii) the amount paid by the Gas Company to contractors for work related to the project,

(iv) the cost to the Gas Company for materials used in connection with the project, and

(v) a reasonable amount for project engineering and project administrative costs which shall be 22.5% of the aggregate of the amounts determined in items (i), (ii), (iii) and (iv) above.

(d) The total relocation costs as calculated above shall be paid 35% by the Corporation and 65% by the Gas Company, except where the part of the gas system required to be moved is located in an unassumed road or in an unopened road allowance and the Corporation has not approved its location, in which case the Gas Company shall pay 100% of the relocation costs.

Part IV - Procedural And Other Matters

13. Municipal By-laws of General Application

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

14. Giving Notice

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

15. Disposition of Gas System

(a) If the Gas Company decommissions part of its gas system affixed to a bridge, viaduct or structure, the Gas Company shall, at its sole expense, remove the part of its gas system affixed to the bridge, viaduct or structure.

(b) If the Gas Company decommissions any other part of its gas system, it shall have the right, but is not required, to remove that part of its gas system. It may exercise its right to remove the decommissioned parts of its gas system by giving notice of its intention to do so by filing a Plan as required by Paragraph 5 of this Agreement for approval by the Engineer/Road Superintendent. If the Gas Company does not remove the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in any highway, the Corporation may remove and dispose of so much of the decommissioned gas system

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

16. **Use of Decommissioned Gas System**

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

(i) the names and addresses of all third parties who use decommissioned parts of the gas system for purposes other than the transmission or distribution of gas; and

(ii) the location of all proposed and existing decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas.

(b) The Gas Company may allow a third party to use a decommissioned part of the gas system for purposes other than the transmission or distribution of gas and may charge a fee for that third party use, provided

(i) the third party has entered into a municipal access agreement with the Corporation; and

(ii) the Gas Company does not charge a fee for the third party's right of access to the highways.

(c) Decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas are not subject to the provisions of this Agreement. For decommissioned parts of the gas system used for purposes other than the transmission and distribution of gas, issues such as relocation costs will be governed by the relevant municipal access agreement.

17. **Franchise Handbook**

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

18. **Other Conditions**

None.

19. **Agreement Binding Parties**

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

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

THE CORPORATION OF THE TOWNSHIP OF SCUGOG

Per:

_____

Roberta A. Drew, Mayor

Per:

_____

J.P. Newman, Municipal Clerk

ENBRIDGE GAS INC.

Per:

_____

Mark Kitchen, Director
Regulatory Affairs

Per:

_____

Steve McGivery, Director,
GTA East Operations