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

September 20, 2022

Ms. Nancy Marconi
Registrar
Ontario Energy Board
2300 Yonge Street, 27th Floor
Toronto, ON M4P 1E4

Dear Ms. Marconi:

Re: Enbridge Gas Inc.
Application for Renewal of Franchise Agreement with the Regional Municipality of Halton
Ontario Energy Board File No. EB-2022-0238

In accordance with instructions set out by the Ontario Energy Board's Letter of Direction dated September 19, 2022, enclosed is my Affidavit of Service in regard to the above-noted proceeding.

Yours truly,

Gary Collins
Digitally signed by Gary Collins
Date: 2022.09.20 08:58:55 -04'00'

Gary Collins
Sr. Analyst Regulatory Research

Encl.

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 Regional Municipality of Halton 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 Regional Municipality of Halton;

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 Regional Municipality of Halton to the by-law is not necessary.

-: AFFIDAVIT OF SERVICE :-

I, Gary Collins, of the Municipality of Southwest Middlesex, in the Province of Ontario, make oath and say as follows:

1. I am an employee in the Chatham Office of Enbridge Gas Inc., the Applicant in the matter referred to in the preamble to this my Affidavit and I have personal knowledge of the matters herein deposed to.

2. By courier on September 19, 2022, a true copy of the Notice of Application and Hearing issued by the Ontario Energy Board on September 19, 2022 and a true copy of the Application dated August 31, 2022 to the above preamble, along with a cover letter, was sent to the Regional Municipality of Halton, attached hereto as Exhibit "A".

3. Pursuant to the September 19, 2022 Letter of Direction, a copy of the Notice, the application and evidence is available for public review upon request to Enbridge Gas and as evidenced by the print screen attached hereto as Exhibit "B" a copy of this material has been posted to the Enbridge Gas website at https://www.enbridgegas.com/about-enbridge-gas/regulatory

4. I make this Affidavit in good faith and for no improper purpose.

SWORN BEFORE ME, at the City of Toronto in the Province of Ontario this 20th day of September, 2022.

Lesley M Austin
Digitally signed by Lesley M Austin
Date: 2022.09.20 09:03:23 -04'00'

A Commissioner, etc.

Gary Collins
Digitally signed by Gary Collins
Date: 2022.09.20 08:59:14 -04'00'

Gary Collins

This is Exhibit "A" to the Affidavit of Gary Collins sworn before me this 20th day of September 2022.

Regional Municipality of Halton
1151 Bronte Road
Oakville, ON L6M 3L1

Attention: Graham Milne, Regional Clerk

Lesley M Austin

Digitally signed by Lesley M Austin
Date: 2022.09.20 09:03:37 -04'00'

H7FAS890000V

A Commissioner, etc.

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

September 19, 2022

Graham Milne, Regional Clerk
Regional Municipality of Halton
1151 Bronte Road
Oakville, ON L6M 3L1

Dear Mr. Milne:

Re: Enbridge Gas Inc.
Application for Approval of Franchise Agreement
Regional Municipality of Halton
Ontario Energy Board File No. EB-2022-0238

In accordance with instructions set out by the Ontario Energy Board's Letter of Direction dated September 19, 2022, Enbridge Gas now serves upon you a copy of the Notice of Hearing together with a copy of the relevant Application for approval of the Franchise Agreement between Enbridge Gas and the Regional Municipality of Halton.

The Ontario Energy Board will be arranging for publication of the Notice of Hearing in the *Burlington Post*, the *Milton Canadian Champion* and the *Georgetown Independent Free Press* newspapers on Thursday, September 29, 2022.

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 for approval of a natural gas franchise agreement with the Regional Municipality of Halton.

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 Regional Municipality of Halton 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 in and through the Regional Municipality of Halton and to the inhabitants of those local or lower tier municipalities within the Regional Municipality of Halton with which Enbridge Gas has a valid franchise agreement for that purpose for a period of 20 years.**
2. **An order directing and declaring that the assent of the municipal electors of the Regional Municipality of Halton is not required in relation to the by-law approving the 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 construct any works 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 construct any works to supply 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 within which there is currently no natural gas distribution service, another person can apply for a certificate to construct works to supply 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 **October 10, 2022,** 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 application is **EB-2022-0238.** 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-2022-0238** 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 **October 10, 2022.**

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 section 9(4) and 10 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

August 31, 2022

Ms. Nancy Marconi
Registrar
Ontario Energy Board
2300 Yonge Street, 27th Floor
Toronto, ON M4P 1E4

Dear Ms. Marconi:

Re: Enbridge Gas Inc.
Application for Renewal of Franchise Agreement
Regional Municipality of Halton

Attached is an Application by Enbridge Gas Inc. for Orders of the Ontario Energy Board with respect to a Franchise Agreement with the Regional Municipality of Halton. An agreement has been reached between Enbridge Gas Inc. and the Regional Municipality of Halton 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,

Patrick McMahon
Digitally signed by Patrick McMahon
Date: 2022.08.31 14:50:45 -04'00'

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 Regional Municipality of Halton 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 Regional Municipality of Halton;

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 Regional Municipality of Halton 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 Regional Municipality of Halton (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 183,530 customers within the Municipality.

3. The Regional Municipality of Halton encompasses the City of Burlington, the Town of Halton Hills, the Town of Milton and the Town of Oakville. Enbridge Gas has Franchise Agreements with and Certificates of Public Convenience and Necessity for each of the municipalities within the Regional Municipality of Halton. Enbridge Gas and its predecessors have been providing access to gas distribution services within the Regional Municipality of Halton since approximately 1928.

4. Enbridge Gas has Certificates of Public Convenience and Necessity for the Regional Municipality of Halton (FBC 192) dated January 8, 1958 and (EBC 32) dated June 10, 1965, which are attached as Schedules "B1" and "B2".

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 Regional Municipality of Halton.

6. On July 13, 2022, 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 43-22 and the proposed franchise agreement. The Regional Municipality of Halton has read and passed its by-law.

9. Enbridge Gas has franchise agreements with and Certificates of Public Convenience and Necessity for the City of Brampton, the Town of Caledon, the Town of Erin, the Township of Guelph/Eramosa, the City of Hamilton, the City of Mississauga, and the Township of Puslinch 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:

Regional Municipality of Halton
1151 Bronte Road
Oakville, ON L6M 3L1
Attention: Graham Milne, Regional Clerk
Telephone: (866) 442-5866
Email: regionalclerk@halton.ca

The address for Enbridge Gas' regional operations office is:

Enbridge Gas Inc.
6 Colony Crescent
Brampton, ON L6T 4E4
Attention: Mark Maxwell, Director, GTA West Operations
Telephone: (905) 458-2154
Email: mark.maxwell@enbridge.com

12. The newspapers having the highest circulation in the Regional Municipality of Halton are the *Burlington Post*, the *Milton Canadian Champion* and the *Independent and Free Press.* 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 Regional Municipality of Halton 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 Regional Municipality of Halton 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 31st day of August, 2022.

ENBRIDGE GAS INC.

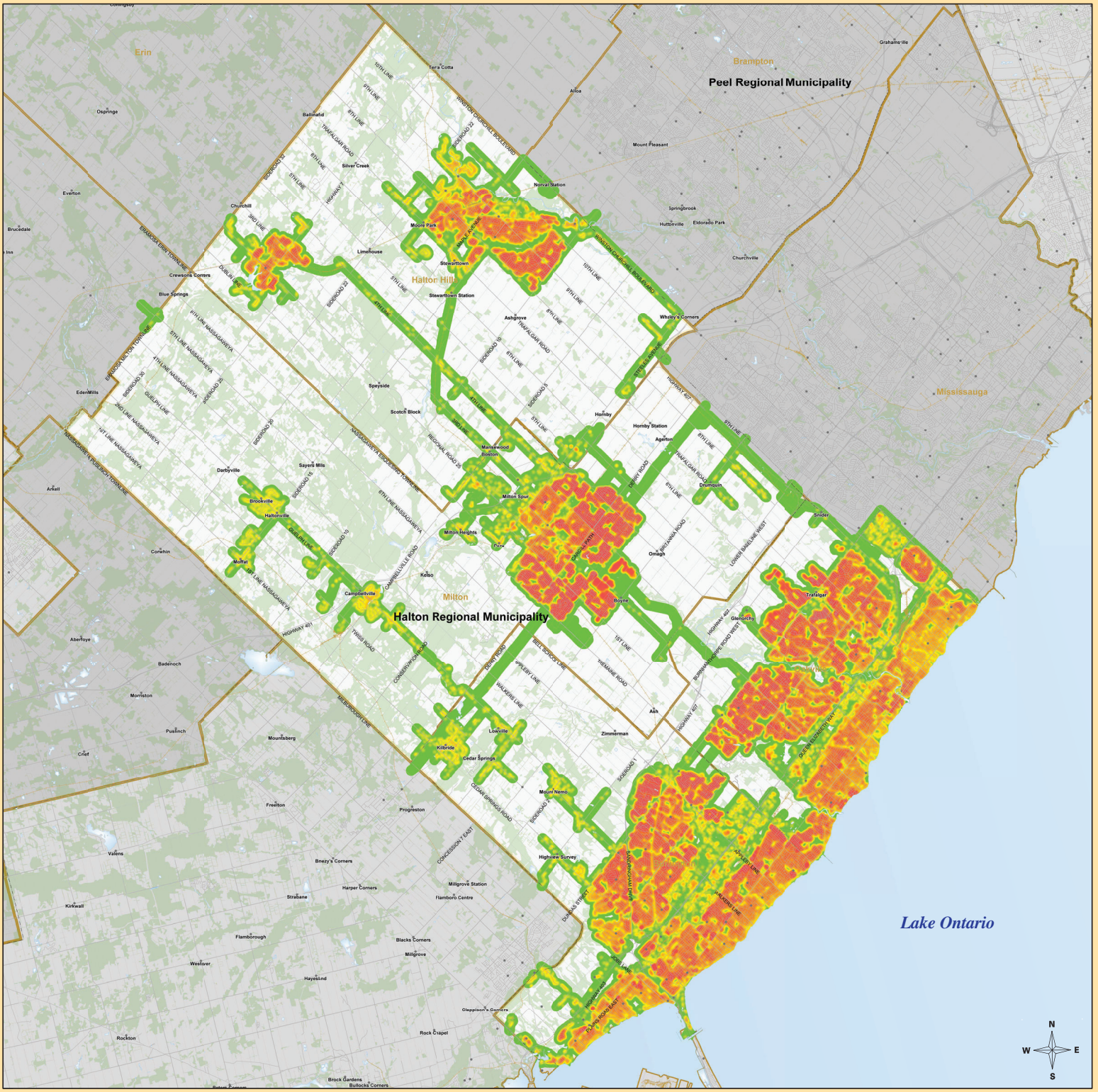
Patrick McMahon

Digitally signed by Patrick McMahon
Date: 2022.08.31 14:51:53 -04'00'

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



Regional Municipality of Halton

Legend

- Enbridge Gas Pipeline Coverage Area
- Regional Municipality of Halton
- Roads
- Railways
- Municipal and Township Boundaries
- First Nation Boundaries

Customer Density

Low — High

0 2 4 6 8 10
Kilometers

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

ENBRIDGE®



MA3541 CD

F.B.C. 192

ONTARIO FUEL BOARD

IN THE MATTER OF The Municipal Franchises Act, Chapter 249, R.S.O. 1950 Section 8 as amended, and

IN THE MATTER OF an Application by Ontario Natural Gas Storage and Pipelines Limited to the Ontario Fuel Board for approval of the Board to construct works to supply and/or to supply gas in the under-mentioned municipalities

The Corporation of the County of Essex
The Corporation of the County of Kent
The Corporation of the County of Lambton
The Corporation of the County of Middlesex
The Corporation of the County of Perth
The Corporation of the County of Waterloo
The Corporation of the County of Wellington
The Corporation of the County of Wentworth
The Corporation of the County of Halton
The Corporation of the Town of Ojibway
The Corporation of the Township of Sandwich West
The Corporation of the Township of Sandwich East
The Corporation of the Township of Maidstone
The Corporation of the Township of Rochester
The Corporation of the Township of Tilbury North
The Corporation of the Township of Dover
The Corporation of the Township of Chatham
The Corporation of the Township of Sombra
The Corporation of the Township of Dawn
The Corporation of the Township of Caradoc
The Corporation of the Township of London
The Corporation of the Township of Westminster
The Corporation of the Township of Blanshard
The Corporation of the Township of Downie
The Corporation of the Township of North Dumfries
The Corporation of the Township of Waterloo
The Corporation of the Township of Guelph
The Corporation of the Township of West Flamborough
The Corporation of the Township of Trafalgar

B E F O R E:

A. R. Crozier, Chairman, and W. R. Howard, Commissioner) Monday, the 6th day of January, 1958.

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

UPON the Application of Ontario Natural Gas Storage and Pipelines Limited for approval of the Ontario Fuel Board to construct works to supply and to supply gas to any person engaged in the transmission and/or distribution of gas in each or any of the municipalities referred to in the style of cause in this Application pursuant to Section 8 of The Municipal Franchises Act, R.S.O. 1950, Chapter 249, as amended; upon the hearing of such Application by the Board at its Offices, 4 Richmond Street, East, in the City of Toronto and Province of Ontario on the 6th day of January, 1958, after due Notice of such Hearing had been given as directed by the Board; in the presence of

Counsel for the Applicant and in the presence of F. R. Palin, Esquire, C.A., Assistant General Manager of and for the Applicant, Sheppard McCallum, Esquire, Reeve of the Township of Sombra, Norman Wilson and Byron Young, President and Secretary respectively of Lambton Gas Storage Association; upon hearing the evidence adduced, the exhibits filed and Counsel aforesaid;

THIS BOARD DOTH CERTIFY, pursuant to Section 8 of The Municipal Franchises Act, R.S.O. 1950, Chapter 249, as amended, that Public Convenience and Necessity appear to require that approval of the Ontario Fuel Board shall be and the same is hereby given to Ontario Natural Gas Storage and Pipelines Limited to construct works to supply and to supply gas to any person engaged in the transmission and/or distribution of gas in all or any of the following municipalities, namely:-

County of Essex
County of Kent
County of Lambton
County of Middlesex
County of Perth
County of Waterloo
County of Wellington
County of Wentworth
County of Halton
Town of Ojibway
Township of Sandwich West
Township of Sandwich East
Township of Maidstone
Township of Rochester
Township of Tilbury North
Township of Dover
Township of Chatham
Township of Sombra
Township of Dawn
Township of Caradoc
Township of London
Township of Westminster
Township of Blanshard
Township of Downie
Township of North Dumfries
Township of Waterloo
Township of Guelph
Township of West Flamborough
Township of Trafalgar.

AND THIS BOARD DOTH further Order and Direct that the costs of this Application fixed at the sum of $145.00 shall be paid forthwith by the Applicant to the Board.

DATED at Toronto, Ontario, this 8th day of January, 1958.

ONTARIO FUEL BOARD

"A. R. Crozier"
Chairman

"W. R. Howard"
Commissioner

ONTARIO ENERGY BOARD

IN THE MATTER OF The Municipal Franchises Act, R.S.O. 1960, Chapter 255 and in particular Section 8 thereof;

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

BEFORE:

A. R. Crozier, Esquire, Chairman, and D. M. Treadgold, Esquire, Member.) Wednesday, the 26th day of May, A.D. 1965.

BETWEEN:

UNION GAS COMPANY OF CANADA, LIMITED,

AND

THE CORPORATION OF THE COUNTY OF GREY,
THE CORPORATION OF THE COUNTY OF HALTON,
THE CORPORATION OF THE COUNTY OF HURON,
THE CORPORATION OF THE COUNTY OF WELLINGTON,
THE CORPORATION OF THE TOWN OF BURLINGTON,
THE CORPORATION OF THE TOWN OF OAKVILLE,
THE CORPORATION OF THE TOWNSHIP OF BEVERLY,
THE CORPORATION OF THE TOWNSHIP OF BLENHEIM,
THE CORPORATION OF THE TOWNSHIP OF EAST FLAMBOROUGH,
THE CORPORATION OF THE TOWNSHIP OF EAST NISSOURI,
THE CORPORATION OF THE TOWNSHIP OF EAST ZORRA,
THE CORPORATION OF THE TOWNSHIP OF WEST FLAMBOROUGH,
THE CORPORATION OF THE TOWNSHIP OF WEST ZORRA,
THE CORPORATION OF THE TOWNSHIP OF BLANDFORD.

-: O R D E R :-

Upon the Application of Union Gas Company of Canada, Limited, (hereinafter referred to as "Union"), dated the 29th day of March, 1965 for approval of the Board pursuant to Section 8 of The Municipal Franchises Act, R.S.O. 1960, Chapter 255, to construct works to supply and to supply gas in each of the above-named Municipalities; upon proof being filed that copies of the said Application had been duly served as directed by the Board and that copies of the Notice of Hearing were duly served and published as directed by the Board and this matter coming on for hearing before the Board at the Waterloo City Council Chambers in the City of Waterloo and County of Waterloo the 26th day of May, 1965 in the presence of Counsel for Union and no one else appearing; upon hearing the evidence adduced and reading the

Exhibits filed and upon hearing Counsel aforesaid and the request of Union that with respect to the County of Halton, the Towns of Burlington and Oakville and the Townships of Beverly, Blandford, East Flamborough, East Nissouri, East Zorra, West Flamborough and West Zorra such approval be limited to the right to construct works to supply and to supply gas to any person engaged in the transmission and/or distribution of gas while with respect to the Counties of Grey, Huron and Wellington and the Township of Blenheim, such approval be without restriction and, the said Application being unopposed, upon request of Counsel aforesaid that the Board might deliver its Decision without written Reasons, this Board was pleased then to deliver its Decision granting the Application with the limitation aforesaid and providing for the issuance of this Order:

1. THIS BOARD DOTH ORDER that a Certificate of Public Convenience and Necessity be and the same is hereby granted to Union Gas Company of Canada, Limited to construct works to supply and to supply gas in the County of Halton, in the Towns of Burlington and Oakville and in the Townships of Beverly, Blandford, East Flamborough, East Nissouri, East Zorra, West Flamborough and West Zorra to any person engaged in the transmission and/or distribution of gas;

2. THIS BOARD DOTH FURTHER ORDER that a Certificate of Public Convenience and Necessity be and the same is hereby granted to Union Gas Company of Canada, Limited to construct works to supply and to supply gas in the Counties of Grey, Huron and Wellington and in the Township of Blenheim;

3. AND THIS BOARD DOTH FURTHER ORDER that the costs of these proceedings hereby fixed at the sum of $150.00 shall be paid forthwith by Union Gas Company of Canada, Limited to the Board.

DATED at Toronto, Ontario, this 10th day of June, 1965.

ONTARIO ENERGY BOARD

"A. B. JACKSON"

Acting Secretary

(SEAL)

ONTARIO ENERGY BOARD

IN THE MATTER OF The Municipal Franchises Act, R.S.O. 1960, Chapter 255 and in particular Section 8 thereof;

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

BETWEEN:

UNION GAS COMPANY OF CANADA, LIMITED

AND

THE CORPORATION OF THE COUNTY OF GREY, ET AL

-: O R D E R :-

McNevin, Gee & O'Connor,
Barristers, etc.,
43 William St. N.,
CHATHAM, Ontario.

The Regional Municipality of Halton

THE FOLLOWING RESOLUTION WAS APPROVED BY REGIONAL COUNCIL AT ITS MEETING HELD WEDNESDAY, JULY 13, 2022.

1. THAT Regional Council approve the form of the draft by-law and the 2000 Model Franchise Agreement between the Regional Municipality of Halton and Enbridge Gas Ltd ("Enbridge") attached to Report No. PW-24-22 and that these be submitted to the Ontario Energy Board for approval pursuant to the provisions of the Municipal Franchises Act, R.S.O. 1990, c. M.55.

2. THAT Regional Council request the Ontario Energy Board to issue an Order declaring and directing that the assent of the municipal electors to the attached By-law and 2000 Model Franchise Agreement pertaining to The Regional Municipality of Halton is not necessary pursuant to the Municipal Franchises Act.

3. THAT the Regional Chair and Regional Clerk be authorized to execute any and all agreements and ancillary documents relating to the model franchise agreement, attached to Report No. PW-24-22 following receipt of the necessary approval by the Ontario Energy Board, and that once Ontario Energy Approval is received, the by-law be placed on Regional Council agenda for enactment.

* * * * * * * * * * *

CERTIFIED A TRUE COPY
REGIONAL MUNICIPALITY OF HALTON
[Original Signed By]
GRAHAM MILNE
REGIONAL CLERK

THE REGIONAL MUNICIPALITY OF HALTON

BY-LAW NO. 43-22

A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HALTON AT ITS MEETING HELD ON THE 13TH DAY OF JULY, 2022.

WHEREAS pursuant to Subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, a municipal power shall be exercised by by-law, except where otherwise provided;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of The Regional Municipality of Halton (hereinafter Regional Council) at this meeting be confirmed and adopted by by-law.

NOW THEREFORE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HALTON HEREBY ENACTS AS FOLLOWS:

1. THAT the proceedings and actions of Regional Council as embodied in the Reports, Motions, and other actions set out in Schedule "A" hereto are hereby adopted and confirmed as if each such proceeding and action were expressly adopted and confirmed by by-law.

2. THAT, subject to Section 3 hereof, the Regional Chair and proper officials of the Corporation of The Regional Municipality of Halton (hereinafter the Regional Corporation) are hereby authorized and directed to do all things necessary to give effect to the proceedings and actions of Regional Council referred to in the preceding section hereof.

3. THAT, where any proceeding and/or action requires additional approvals to that of Regional Council before any particular thing or things can be done in order to give full effect to same, the Regional Chair and proper officials of the Regional Corporation before doing any such particular thing or things under the authorization of Section 2 hereof, shall seek and obtain the necessary additional approvals and are hereby authorized to do so.

CERTIFIED A TRUE COPY
REGIONAL MUNICIPALITY OF HALTON
[Original Signed By]
GRAHAM MILNE
REGIONAL CLERK

30720028

4. THAT those Members of Regional Council as set out under "B" Disclosures of Pecuniary Interest in Schedule "A" hereto, have declared a pecuniary interest and have refrained from both discussion and voting with respect to those items more particularly described and from both discussion and voting on this confirmatory By-law as it relates to the confirmation of the proceedings and actions on those items.

READ and PASSED this 13th day of July, 2022.

[Original Signed By Gary Carr]

REGIONAL CHAIR

[Original Signed By Graham Milne]

REGIONAL CLERK

30720028

THE REGIONAL MUNICIPALITY OF HALTON

BY-LAW NO. 43-22 - SCHEDULE "A"

A. CONSIDERATION OF ISSUE	ACTION
MO-09-22 - Update on COVID-19 Public Health Recovery	AS PRESENTED
MO-11-22 - Immunization Program Update	AS PRESENTED
SS-15-22 - Services for Seniors Annual Performance & Quality Report 2021	AS PRESENTED
SS-16-22 - The Halton Youth Impact Survey	AS PRESENTED
MO-10-22 - Oral Health Update	AS PRESENTED
SS-10-22 - Victoria Park Community Homes Inc. Consent under the *Housing Services Act*, 2011	AS PRESENTED
SS-11-22 - Comprehensive Housing Strategy Update: 2014-2024 Annual Progress Report and Senior Government Funding Update	AS PRESENTED
SS-12-22 - Early Learning and Child Care Update	AS PRESENTED
SS-17-22 - Improving Acquisition and Distribution in Halton's Food Security Sector	AS PRESENTED
SS-19-22 - Update – Employment Services Transformation – Announcement of Service System Managers	AS PRESENTED
SS-21-22 - Building Safer Communities Fund (BSCF) in 2022 – 2026	AS PRESENTED
PW-29-22 - 2021 Transportation Progress Report	AS PRESENTED
LPS51-22 - Halton Tree By-Law and Woodlands Stewardship Program – 2021 Annual Report	AS PRESENTED
LPS58-22 - 2021 Employment Survey Results	AS PRESENTED
LPS59-22 - 2021 State of Housing Report	AS PRESENTED

3072022B

LPS63-22 - 2021 Census Population & Dwelling Counts for Halton	AS PRESENTED
PW-12-22 - Red Light Camera Program Updates	AS PRESENTED
PW-24-22 - Municipal Franchise Agreement with Enbridge	AS PRESENTED
PW-25-22 - Tender Award - Oakville Water Treatment Plant Raw Water Intake Chemical Service Pipe Replacement, Town of Oakville	AS PRESENTED
PW-26-22 - Tender Award – McGeachie Drive and Harrop Drive Watermain and Wastewater Main Replacement, Ward 2, Town of Milton	AS PRESENTED
PW-28-22 - Amendments to the Uniform Traffic Control By-law No. 1984-1	AS PRESENTED
LPS62-22 - Regional Initiatives - Provincial Streamline Development Approval Fund	AS PRESENTED
PW-27-22/LPS66-22 - Trafalgar Road and Eighth Line Wastewater Main, S3126B – Milton P4 and Agerton Developer Group Service Connections	AS PRESENTED
FN-24-22 - Investment Performance to April 30, 2022	AS PRESENTED
FN-25-22 - Operating Budget Variance Report for the Period ending April 30, 2022	AS PRESENTED
FN-27-22 - Purchasing Activity Report for January 1, 2022 to April 30, 2022	AS PRESENTED
FN-26-22 - 2023 Budget Directions	AS PRESENTED
FN-20-22 - Connection Charges By-law Update	AS PRESENTED
FN-28-22 - Optional Small Business Property Tax Subclass in Halton Region	AS PRESENTED
FN-14-22 - Optional Small Business Property Tax Subclass in Halton Region	AS AMENDED
DI-02-22/LPS69-22 - Halton Digital Access Strategy Implementation Plan	AS PRESENTED

30720028

DI-07-22 - Single Source Procurement of PointClickCare Subscription Renewal	AS PRESENTED
LPS57-22 - Declaration of Lands Surplus to Regional Requirements, Town of Halton Hills, 8010 Tenth Line (PIN:25026-0245 (LT))	AS PRESENTED
CA-05-22 - Halton Region Strategic Plan 2019-2022 Report	AS PRESENTED
FN-23-22 - Appointment of External Auditor	AS PRESENTED
SS-13-22/LPS68-22 - Property Matter, City of Burlington (CONFIDENTIAL)	AS PRESENTED
SS-18-22/LPS67-22 - Property Matter – Town of Milton (CONFIDENTIAL)	AS PRESENTED
DI-05-22 - Regional Accommodation Plan – Ongoing Impacts of Site and Market Conditions (CONFIDENTIAL)	AS PRESENTED
DI-08-22 - Technology Procurement (CONFIDENTIAL)	AS PRESENTED
LPS53-22 - Property Matter – Town of Oakville (R3303A) (CONFIDENTIAL)	AS PRESENTED
LPS55-22 - Property Matter, City of Burlington and Town of Milton (R2889A) (CONFIDENTIAL)	AS PRESENTED
LPS64-22 - Property Matter – Town of Halton Hills (R2960) (CONFIDENTIAL)	AS PRESENTED
LPS70-22 - CUPE Local 3732 (Social Services) Collective Bargaining Settlement (CONFIDENTIAL)	AS PRESENTED

B. DISCLOSURES OF PECUNIARY INTEREST

Councillor Lisa Kearns declared a pecuniary interest on Report No. SS-17-22 - Improving Acquisition and Distribution in Halton's Food Security Sector, as she is a member of the Board of Directors of one of the parties involved in the report.

30720028

C. MOTIONS

None

30720028

The Regional Municipality of Halton

Report To:	Regional Chair and Members of Regional Council
From:	Andrew Farr, Commissioner, Public Works
Date:	July 13, 2022
Report No:	PW-24-22
Re:	Municipal Franchise Agreement with Enbridge

RECOMMENDATION

1. THAT Regional Council approve the form of the draft by-law and the 2000 Model Franchise Agreement between the Regional Municipality of Halton and Enbridge Gas Ltd ("Enbridge") attached to Report No. PW-24-22 and that these be submitted to the Ontario Energy Board for approval pursuant to the provisions of the *Municipal Franchises Act,* R.S.O. 1990, c. M.55.

2. THAT Regional Council request the Ontario Energy Board to issue an Order declaring and directing that the assent of the municipal electors to the attached By-law and 2000 Model Franchise Agreement pertaining to The Regional Municipality of Halton is not necessary pursuant to the *Municipal Franchises Act.*

3. THAT the Regional Chair and Regional Clerk be authorized to execute any and all agreements and ancillary documents relating to the model franchise agreement, attached to Report No. PW-24-22 following receipt of the necessary approval by the Ontario Energy Board, and that once Ontario Energy Approval is received, the by-law be placed on Regional Council agenda for enactment.

REPORT

Executive Summary

- The present municipal franchise agreement between Halton Region and Union Gas Limited (now Enbridge Gas Ltd.) was executed on June 25, 2003 with a twenty-year term (the "2003 Franchise Agreement").

- Enbridge has contacted Halton Region to commence the process of executing a new municipal franchise agreement. This process requires that Regional Council pass a resolution approving the form of a draft by-law and the municipal franchise

agreement and requesting that the Ontario Energy Board issue an Order declaring and directing that the assent of the municipal electors to the draft by-law and agreement is not necessary pursuant to the *Municipal Franchises Act*, after which Enbridge will initiate an application to the Ontario Energy Board granting approval for the renewal of the municipal franchise agreement.

Background

A municipal franchise agreement is an agreement between a municipal corporation and a gas distribution company. A municipality grants the gas distribution company the right to distribute gas within the municipality and the right to utilize municipal rights-of way.

On June 25, 2003, a municipal franchise agreement was executed between Halton Region and Union Gas Limited (the "2003 Franchise Agreement"). The 2003 Franchise Agreement is based on the 2000 Model Franchise Agreement, which the Ontario Energy Board approved as a common document, after lengthy discussions between municipalities in Ontario, with the assistance of the Association of Municipalities.

Halton Region has now received a request from Enbridge to execute a new municipal gas franchise agreement. The proposed agreement is based upon the 2000 Model Franchise Agreement. A copy of the proposed agreement is attached to this Report for information.

Discussion

Resolution and By-law

The *Municipal Franchises Act*, R.S.O. 1990, c. M.55 (the "Act") states that to grant the right to use or occupy any of the municipal highways for gas works or to construct or operate any part of the gas works, a municipal corporation must pass a by-law setting out the terms and conditions under which the right to construct or operate works to distribute gas has been made and the period for which the right has been granted. The Act also sets out that before such a by-law is passed, the assent of the municipal electors and the approval of the Ontario Energy Board must be obtained. The Ontario Energy Board has the jurisdiction to grant or withhold such approval, and must hold a public hearing before approval is given to a municipality. The public hearing can be oral or written. Following the public hearing the Ontario Energy Board may grant an order stating that it is not necessary to obtain the assent of the municipal electors to the by-law as mentioned above. This is the usual course of action that the Ontario Energy Board takes in dealing with such approvals.

A copy of the draft by-law authorizing Halton Region to execute the municipal franchise agreement, which is to be submitted to the Ontario Energy Board for approval according to the provisions of the Act, is attached to this Report.

As the Ontario Energy Board approved the 2000 Model Franchise Agreement after extensive consultation between municipalities and gas companies, it should be noted that

the Ontario Energy Board has only approved amendments related to the term and service area in very unique circumstances. Moreover, although the option has only been exercised on rare occasions, Enbridge may, under the terms of the Act, apply to the Ontario Energy Board to obtain an order approving a municipal franchise agreement without the municipality supporting such an agreement.

Conclusion

The municipal franchise agreement proposed by Enbridge is substantively identical to the 2000 Model Franchise Agreement approved by the Ontario Energy Board and the 2003 Franchise Agreement between Halton Region and Union Gas Ltd. As such, it is recommended that Halton Region proceed with the necessary process to execute the new agreement so that its terms and conditions will govern the relationship between Enbridge and Halton Region.

FINANCIAL/PROGRAM IMPLICATIONS

There are no financial implications associated with this report.

Respectfully submitted,

[*Original Signed By]*

Lee Anne Jones
Director, Infrastructure Planning and Policy

Original Signed By]

Andrew Farr
Commissioner, Public Works

Approved by

Original Signed By]

Jane MacCaskill
Chief Administrative Officer

If you have any questions on the content of this report, please contact: Lee Anne Jones Tel. # 7547

Attachments: Attachment #1 – Model Franchise Agreement
Attachment #2 – Draft By-law

2000 Model Franchise Agreement

THIS AGREEMENT effective this day of , 2022

BETWEEN:

THE CORPORATION OF THE REGIONAL MUNICIPALITY OF HALTON

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 Corporation and to the inhabitants of those local or lower tier municipalities within the Municipality from which the Gas Company has a valid franchise agreement for that purpose.

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**

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
REGIONAL MUNICIPALITY OF HALTON

Per: _____
Gary Carr, Regional Chair

Per: _____
Andrew Farr, Commissioner of Public Works

ENBRIDGE GAS INC.

Per: _____
Mark Kitchen, Director
Regulatory Affairs

Per: _____
Murray Costello, Director,
Southeast Region Operations

THE REGIONAL MUNICIPALITY OF HALTON

BY-LAW NUMBER _____

A BY-LAW TO AUTHORIZE THE ENTERINGINTO OF A FRANCHISE AGREEMENT FOR THE RIGHT TO DISTRIBUTE GAS AND UTILIZE REGIONAL ROAD RIGHTS-OF-WAY WITHIN THE MUNICIPALITY BETWEEN THE REGIONAL MUNICIPALITY OF HALTON AND ENBRIDGE GAS INC.

WHEREAS the Council of the Corporation of the Regional Municipality of Halton 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 , 2022 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 Regional Municipality of Halton enacts as follows:

1. **THAT** the Franchise Agreement between The Regional Municipality of Halton 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 Regional Chair and Regional Clerk be and they are hereby authorized and instructed on behalf of the Corporation of the Regional Municipality of Halton to sign any and all ancillary documents that may be required.

3. **THAT** the following by-law be hereby repealed:

   - By-law #91-03 for the Corporation of the Regional Municipality of Halton, passed in Council on the 25th day of June, 2003.

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

READ and PASSED this day of , 2022.

THE CORPORATION OF THE REGIONAL MUNICIPALITY OF HALTON

_____
Regional Chair

_____
Graham Milne, Regional Clerk

2000 Model Franchise Agreement

THIS AGREEMENT effective this day of , 2022

BETWEEN:

THE CORPORATION OF THE REGIONAL MUNICIPALITY OF HALTON

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 Corporation and to the inhabitants of those local or lower tier municipalities within the Municipality from which the Gas Company has a valid franchise agreement for that purpose.

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**

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
REGIONAL MUNICIPALITY OF HALTON

Per: _____
Gary Carr, Regional Chair

Per: _____
Andrew Farr, Commissioner of Public Works

ENBRIDGE GAS INC.

Per: _____
Mark Kitchen, Director, Regulatory Affairs

Per: _____
Mark Maxwell, Director, GTA West Operations

enbridgegas.com/about-enbridge-gas/regulatory

Regulatory Information

Enbridge Gas is a regulated company through the Ontario Energy Board and Canada Energy Regulator. You can view all of our rate case information and evidence — as well in other regulatory proceedings. Please note that we have not posted any evidence that was confidential or that required a non-disclosure agreement.

FRANCHISES ✔ | **OTHER REGULATORY PROCEEDINGS** | **RATE CASES AND QRAM**

- EB-2022-0238 - Regional Municipality of Halton
  - Application
  - Notice of Application
- EB-2022-0237 - United Counties of Prescott and Russell
- EB-2022-0233 - Town of Huntsville
- EB-2022-0232 - Township of Severn
- EB-2022-0225 - Township of Otonabee-South Monaghan
- EB-2022-0218 - County of Brant
- EB-2022-0216 - Town of Iroquois Falls
- EB-2022-0207 - County of Essex
- EB-2022-0204 - Town of Petawawa

This is Exhibit "B" to the Affidavit of Gary Collins sworn before me this 20th day of September 2022.

Lesley M Austin

Digitally signed by Lesley M Austin
Date: 2022.09.20 09:03:59 -04'00'

A Commissioner, etc.