



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

December 15, 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
Town of Orangeville**

Attached is an application by Enbridge Gas Inc. for Orders of the Ontario Energy Board with respect to a franchise agreement with the Town of Orangeville. An agreement has been reached between Enbridge Gas Inc. and the Town of Orangeville regarding 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
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 Town of Orangeville is, by by-law, to grant to Enbridge Gas Inc. the right to construct and operate works for the distribution, transmission and storage of natural gas and the right to extend and add to the works in the Town of Orangeville;

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

APPLICATION

1. Enbridge Gas Inc. (Enbridge Gas), a regulated public utility, is a corporation incorporated under the laws of the Province of Ontario, with its offices in the City of Toronto and the Municipality of Chatham-Kent.
2. The Corporation of the Town of Orangeville (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 10,522 customers in the Municipality.
3. The Town of Orangeville is a lower-tier municipality in the County of Dufferin.
4. Enbridge Gas has an existing franchise agreement (effective February 3, 2003) and associated by-law (By-law 12-2003) with the Town of Orangeville which is attached as Schedule "B".
5. Enbridge Gas has a Certificate of Public Convenience and Necessity for the Town of Orangeville (EBC 2) dated June 10, 1963 which is attached as Schedule "C". Enbridge Gas is not aware of any changes to the municipal boundaries since the Certificate of Public Convenience and Necessity was issued.
6. 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 Town of Orangeville.
7. On September 12, 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.

8. Attached hereto as Schedule "D" is a copy of Resolution 322-2022 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.
9. Attached hereto as Schedule "E" is a copy of By-law 2022-077 and the proposed franchise agreement. The Town of Orangeville has provided first, second and third readings of its by-law.
10. Enbridge Gas has franchise agreements with and Certificates of Public Convenience and Necessity for the Township of Amaranth, the Town of Caledon, the Township of East Garafraxa and the Town of Mono, which are immediately adjacent to the Municipality. There is no other natural gas distributor in the area.
11. 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.
12. The address of the Municipality is as follows:

Town of Orangeville
87 Broadway Avenue
Orangeville ON L9W 1K1
Attention: Carolina Khan, Clerk
Telephone: (519) 941-0440 Ext. 2239
Email: klandry@orangeville.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
Email: mark.maxwell@enbridge.com

13. The English language newspaper having the highest circulation in the Town of Orangeville is the *Orangeville Citizen*. This is the newspaper used by the Municipality for its notices.

14. 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 Town of Orangeville is, by by-law, to grant Enbridge Gas the right to construct and operate works for the distribution, transmission and storage of natural gas within the Town of Orangeville 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 Town of Orangeville is not necessary for the proposed franchise agreement by-law under the circumstances.

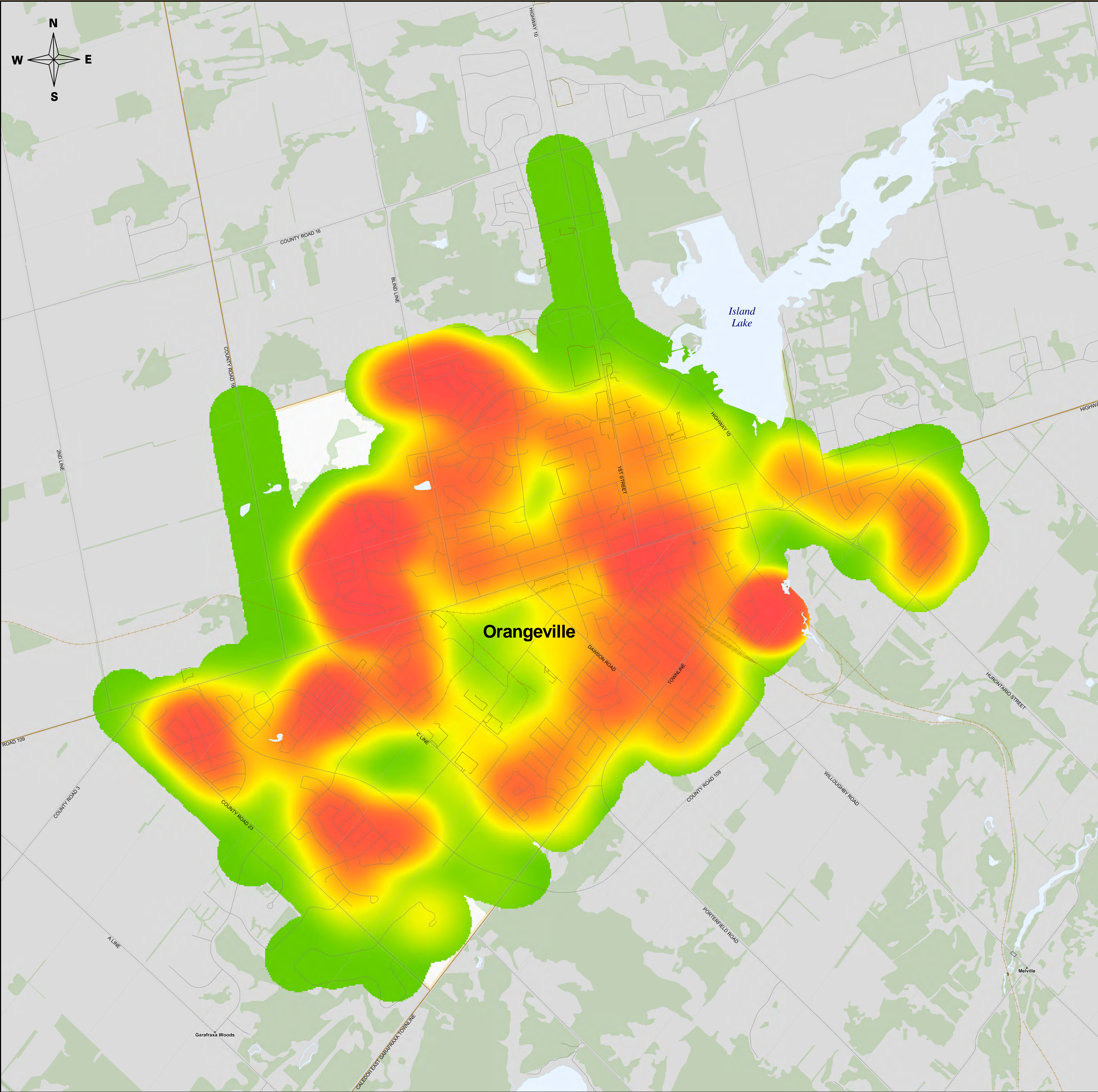
DATED at the Municipality of Chatham-Kent, in the Province of Ontario this 15th day of December, 2022.

ENBRIDGE GAS INC.

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



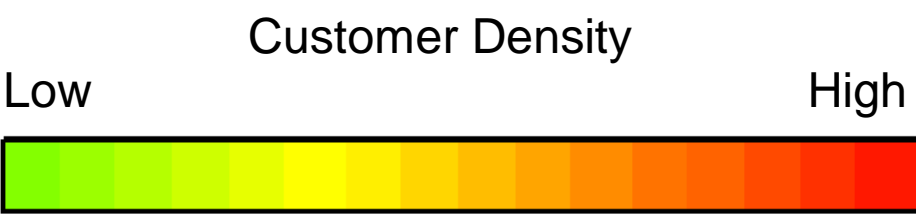
Town of Orangeville



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

Legend

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



Location map



THE CORPORATION OF THE TOWN OF ORANGEVILLE

BY-LAW NUMBER 12--2003

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

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

AND WHEREAS the Ontario Energy Board by its Order issued pursuant to the *Municipal Franchises Act* on 7th day of November, 2002 has approved the terms and conditions upon which and the period for which the franchise provided for in the attached agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of this by-law is not necessary;

NOW THEREFORE the Council of The Corporation of the Town of Orangeville hereby enacts as follows:

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

READ THREE TIMES AND FINALLY PASSED IN OPEN COUNCIL THIS 3rd DAY OF FEBRUARY, 2003.

[Original Signed By]

Drew Brown, Mayor

[Original Signed By]

Cheryl Johns, Clerk

Certified a true copy of By-law/
Resolution Number 12-2003
passed by the Municipal Council of
the Town of Orangeville on the
3rd day of FEBRUARY, 2003
[Original Signed By]
Deputy Town Clerk

SCHEDULE "A"

By-law No. 49-81 passed by the Council of the Corporation of the Town of Orangeville on this 8th day of June, 1981.

Model Franchise Agreement

THIS AGREEMENT effective this 3rd day of February, 2003.

BETWEEN: The Corporation of the Town of Orangeville hereinafter called the
"Corporation"

- and -

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

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

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

THEREFORE the Corporation and the Gas Company agree as follows:

Part I - Definitions

1. In this Agreement:

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

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

Part II - Rights Granted

- 2. To provide gas service:

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

3. To Use Highways.

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

4. Duration of Agreement and Renewal Procedures.

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

or

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

Part III - Conditions

5. Approval of Construction

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

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

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

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

7. Emergencies

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

8. Restoration

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

9. Indemnification

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

10. Insurance

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

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

11. Alternative Easement

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

12. Pipeline Relocation

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

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

Part IV - Procedural And Other Matters

13. Municipal By-laws of General Application

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

14. Giving Notice

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

15. Disposition of Gas System

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

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

16. Use of Decommissioned Gas System

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

for purposes other than the transmission and distribution of gas, issues such as relocation costs will be governed by the relevant municipal access agreement.

17. Franchise Handbook

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

18. Agreement Binding Parties

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

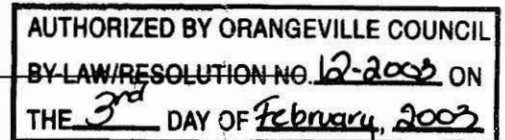
IN WITNESS WHEREOF the parties have executed this Agreement effective from the date written above.

THE CORPORATION OF THE TOWN OF ORANGEVILLE

By: [Original Signed By]
D. BROWN, MAYOR

By: [Original Signed By]
C. JOHNS, CLERK

Duly Authorized Officer



ENBRIDGE GAS DISTRIBUTION INC.

By: [Original Signed By] - Arunas J. Pleckaitis
Vice President
Opportunity Development

By: [Original Signed By] - Mark R. Boyce
Associate General Counsel
& Corporate Secretary

DATED this 3rd day of February, 2003.

THE CORPORATION OF THE
TOWN OF ORANGEVILLE

- and -

ENBRIDGE GAS DISTRIBUTION INC.

FRANCHISE AGREEMENT

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

Attention: Regulatory Affairs Department

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

AND IN THE MATTER of an Application
by The Consumers' Gas Company for
a certificate of public convenience
and necessity to construct works
and to supply natural gas to the
Town of Orangeville, in the County
of Dufferin.

B E F O R E

A.R. Crozier, Chairman } Monday, the 12th
J.J. Wingfelder, Commissioner } day of June, 1961.

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

UPON THE APPLICATION of The Consumers' Gas Company (hereinafter called the Applicant) for a certificate pursuant to the provisions of The Municipal Franchises Act, R.S.O. 1960, Chapter 255 and amendments thereto and upon the hearing of such application by the Board at the City of Toronto on the 12th day of June, 1961, after due notice had been given as directed by the Board in the presence of Counsel for the applicant, no one else appearing, upon consideration of the evidence and exhibits produced at the hearing and upon hearing what was alleged by Counsel for the applicant.

1. THIS BOARD DOETH ORDER that a Certificate of Public Convenience and Necessity be and the same is hereby granted to The Consumers' Gas Company for the supply of natural gas to the inhabitants of the Town of Orangeville and for the construction of the works necessary therefor.

2. The Board fixes the costs of this Application at \$ 50⁰⁰ payable forthwith by the applicant.

DATED at Toronto this 10th day of June A.D. 1963.

ONTARIO ENERGY BOARD

..... J.J. Wingfelder
Secretary.

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

AND IN THE MATTER of an Application
by The Consumers' Gas Company for
a certificate of public convenience
and necessity to construct works
and to supply natural gas to the
Town of Orangeville, in the County
of Dufferin.

CERTIFICATE OF PUBLIC CONVENIENCE AND
NECESSITY

ZIMMERMAN, HAYWOOD, WINTERS & CHAMBERS
111 Richmond St. West,
Toronto 1, Ontario.

A certified true copy of ~~By-law~~
Resolution Number 2022-322
passed by the Council of the
Town of Orangeville, and certified on the
12 day of September, 2022
[Original Signed By Carolina Khan]

Town Clerk



Council Meeting Minutes

September 12, 2022, 5:30 p.m.

Electronic Meeting

**The Corporation of the Town of Orangeville
(Mayor and Clerk at Town Hall - 87 Broadway)
Orangeville, Ontario**

Members Present:

Mayor S. Brown
Deputy Mayor A. Macintosh
Councillor J. Andrews
Councillor G. Peters
Councillor L. Post
Councillor D. Sherwood
Councillor T. Taylor

Staff Present:

C. Cunningham, By-law and Property Standards Officer
C. Khan, Clerk
T. Kocialek, General Manager, Infrastructure Services
K. Landry, Clerk's Division
T. Macdonald, Deputy Clerk
A. McKinney, General Manager, Corporate Services
R. Osmond, Acting CAO
R. Phillips, Manager, Economic Development and Culture
M. Pourmanouchehri, IT Technician
L. Raftis, Assistant Clerk
N. Syed, Treasurer
B. Ward, Manager, Planning

1. Call To Order

The meeting was called to order at 5:30 p.m.

2. Approval of Agenda

Resolution 2022-315

Moved by Councillor Andrews

Seconded by Councillor Post

That the agenda and any addendums for the September 12, 2022 Council Meeting, be approved.

Carried

3. Disclosure of (Direct and Indirect) Pecuniary Interest

Mayor Brown declared a conflict on this item. (Pecuniary interest with respect to items 12.6 and 19.5 of the agenda.)

3.1 Mayor Brown - Disclosure of (Direct and Indirect) Pecuniary Interest

Pecuniary interest with respect to items 12.6 and 19.5 of the agenda.

4. Closed Meeting

Resolution 2022-316

Moved by Councillor Sherwood

Seconded by Councillor Peters

That a closed meeting of Council be held pursuant to s. 239 (2) of the Municipal Act for the purposes of considering the following subject matters:

4.1. 2022-08-08 Closed Council Minutes

4.2. Joint Compliance Audit Committee, CPS-2022-066

4.3. Nominations for OHL Board of Directors, CAO-2022-009

4.4. Confidential Report from R. Andrew Biggart, Town Solicitor and Brandon Ward, Manager of Planning, Sarah Properties Ltd., Non-decision Appeal Update and Recommendations, INS-2022-058

4.5. Confidential Verbal Report from Raymond Osmond, Acting CAO - Public Office Holders

4.6. Confidential Verbal Report from Raymond Osmond, Acting CAO - Public Office Holders

**4.7. Confidential Verbal Report from Raymond Osmond, Acting CAO -
Ministry of the Environment, Conservation and Parks**

Carried

Council recessed from 6:35 p.m. to 7:00 p.m.

4.1 2022-08-08 Closed Council Minutes

4.2 Joint Compliance Audit Committee, CPS-2022-066

4.3 Nominations for OHL Board of Directors, CAO-2022-009

**4.4 Confidential Report from R. Andrew Biggart, Town Solicitor and
Brandon Ward, Manager of Planning, Sarah Properties Ltd., Non-
decision Appeal Update and Recommendations, INS-2022-058**

**4.5 Confidential Verbal Report from Raymond Osmond, Acting CAO -
Public Office Holders**

**4.6 Confidential Verbal Report from Raymond Osmond, Acting CAO -
Public Office Holders**

**4.7 Confidential Verbal Report from Raymond Osmond, Acting CAO -
Ministry of the Environment, Conservation and Parks**

5. Open Meeting - 7:00 p.m.

6. Singing of National Anthem

David Nairn, Theatre Orangeville provided a pre-recorded version of the National Anthem which was played.

7. Land Acknowledgement

The Mayor acknowledged the traditional territory of the Anishinaabe people including the Ojibway, Potawatomi and Odawa of the Three Fires Confederacy.

8. Announcements by Chair

Mayor Brown advised the gallery and viewing audience with respect to the public nature of Council Meetings and that it is webcast. Mayor Brown also provided instructions with respect to muting and unmuting during the meeting.

Mayor Brown acknowledged the passing of Her Majesty, Queen Elizabeth the second who passed away on Thursday, September 8, 2022 and honoured Her Majesty, The Queen with one minute of silence. Mayor Brown advised of the Wreath Laying Ceremony to honour the life of Her Majesty Queen Elizabeth at

the Orangeville Cenotaph in Alexandra Park on Monday, September 19 at 10:30 a.m.

9. Rise and Report

Resolution 2022-317

Moved by Councillor Taylor

Seconded by Councillor Andrews

That the 2022-08-08 Closed Council Minutes, be approved;

And that Confidential Report CPS-2022-066, Joint Compliance Audit Committee, be received;

And that the Terms of Reference for the Dufferin County municipalities Joint Compliance Audit Committee, attached as Schedule 1, for the 2022-2026 Term of Council, be received;

And that Council pass a by-law establishing a Joint Compliance Audit Committee for the 2022-2026 Term of Council appointing David Thwaites, Greg Prokopchuk and Randy Chambers;

And that Confidential Report CAO-2022-009, Nominations for Orangeville Hydro Limited Board of Directors, be received;

And that member Adrian Maes be removed from the Orangeville Hydro Limited Board of Directors on or before October 27, 2022;

And that Council, following the recommendations of the selection committee nominate Robert Long and Soussanna Karas to serve on the Orangeville Hydro Board of Directors for a three-year term, until October 2025;

And that Council request that Orangeville Hydro Limited call a Shareholder's Meeting by October 27, 2022 to implement the Board of Director appointments;

And that Council direct proxy vote, being Mayor Brown and Deputy Mayor Macintosh in absence of the Mayor, in favour of the approved nominees on behalf of The Corporation of the Town of Orangeville at the Shareholder's Meeting to be held to remove and appoint members to the Orangeville Hydro Board of Directors;

And that Council request the Orangeville Hydro Board of Directors develop and provide to the shareholders a Board of Director's skills matrix, updated annually, to aid in Board succession planning;

**And that Confidential Report INS-2022-058 from R. Andrew Biggart, Town Solicitor and Brandon Ward, Manager of Planning, Sarah Properties Ltd., Non-decision Appeal Update and Recommendations, be received;
And that staff and Town Counsel proceed as directed;**

And that Confidential Verbal Report from Raymond Osmond, Acting CAO - Public Office Holders, be received;

And that the Mayor and Clerk be authorized to sign an amendment to the Acting CAO employment contract for Raymond Osmond;

And that Confidential Verbal Report from Raymond Osmond, Acting CAO - Public Office Holders, be received;

And that Confidential Verbal Report from Raymond Osmond, Acting CAO – Ministry of the Environment, Conservation and Parks, be received.

Carried

10. Adoption of Minutes of Previous Council Meeting

Resolution 2022-318

Moved by Councillor Sherwood

Seconded by Deputy Mayor Macintosh

That the minutes of the following meetings be approved:

10.1. 2022-07-13 Council-Public Meeting Minutes

10.2. 2022-08-08 Council Meeting Minutes

10.3. 2022-08-11 Special Council Meeting Minutes

Carried

10.1 2022-07-13 Council-Public Meeting Minutes

10.2 2022-08-08 Council Meeting Minutes

10.3 2022-08-11 Special Council Meeting Minutes

11. Presentation, Petitions and/or Delegation

11.1 Richard Croft, TSN Towing/Nuhns Towing, Towing Services and Vehicle Storage Yard Facility By-law

Richard Croft, TSN Towing/Nuhns Towing, spoke to storage rates for medium and heavy-duty vehicles, clean up rates, and consistent licensing for vehicles of all sizes. Mr. Croft expressed his support for the proposed by-law and answered questions from Council.

12. Staff Reports

12.1 Towing Services and Vehicle Storage Yard Facility By-law, CPS-2022-065

Resolution 2022-319

Moved by Councillor Taylor
Seconded by Councillor Post

That report CPS-2022-065, Towing Services and Vehicle Storage Yard Facility By-law, be received;

And that Council pass a by-law to regulate and license towing services and vehicle storage yard facilities;

And that staff report back with respect to storage rates for medium and heavy-duty vehicles, clean-up rates, and licensing of medium and heavy-duty vehicles.

Carried

12.2 Delegation of Authority, CPS-2022-067

Resolution 2022-320

Moved by Councillor Andrews
Seconded by Councillor Peters

That report CPS-2021-066, Delegation of Authority, be received;

And that Council pass a Delegated Authority By-law to delegate certain powers and duties to employees.

Carried

12.3 Tourism Relief Fund - Agreement, CMS-2022-025

Resolution 2022-321

Moved by Councillor Taylor
Seconded by Councillor Sherwood

That report CMS-2022-025, Tourism Relief Fund - Agreement, be received;

And that Council authorize a by-law to enter into and execute a Zone 6 Regional Tourism Organization Agreement with the Zone 6 Regional Tourism Organization - Central Counties Tourism for participation in the Tourism Relief Fund.

Carried

12.4 Franchise Agreement with Enbridge Gas Inc., INS-2022-046

Resolution 2022-322

Moved by Councillor Andrews

Seconded by Councillor Post

That report INS-2022-046, Franchise Agreement with Enbridge Gas Inc., be received;

And that Council approves the form of draft by-law and franchise agreement attached hereto and authorizes the submission thereof to the Ontario Energy Board for approval pursuant to the provisions of Section 9 of the Municipal Franchises Act;

And that Council requests that the Ontario Energy Board make an Order declaring and directing that the assent of the municipal electors to the attached draft by-law and franchise agreement pertaining to the Corporation of the Town of Orangeville is not necessary pursuant to the provisions of Section 9(4) of the Municipal Franchises Act.

Carried

12.5 Town-Wide Urban Design Guidelines, Decision Recommendation, INS-2022-054

Resolution 2022-323

Moved by Councillor Peters

Seconded by Deputy Mayor Macintosh

That the report INS-2022-054, Town-Wide Urban Design Guidelines, Decision Recommendation, be received;

And that Council approve Attachment No. 1 to this report and entitled “Design Guidelines, Town of Orangeville Community Improvement Plan”, as prepared by MHBC Planning, dated August 2022;

And that staff be directed to implement the approved Design Guidelines when processing planning and development applications and community improvement plan programs.

Carried

Mayor Brown left the meeting due to a declared pecuniary interest with item 12.6.

Deputy Mayor Macintosh assumed the Chair.

12.6 41 William Street, Consent Agreement Execution, File No. B-01/21, INS-2022-055

Resolution 2022-324

Moved by Councillor Peters

Seconded by Councillor Andrews

That Report INS-2022-055, 41 William Street, Consent Agreement Execution, File No. B-01/21, be received;

And that Council pass a by-law included as Attachment No. 1 to this report, to authorize the execution of a consent agreement in substantially the same form as attached to the by-law, to implement the Ontario Land Tribunal’s conditions of approval for this consent application.

Yes (4): Deputy Mayor Macintosh, Councillor Andrews, Councillor Peters, and Councillor Sherwood

No (2): Councillor Post, and Councillor Taylor

Conflict (1): Mayor Brown

Carried (4 to 2)

Mayor Brown returned to the meeting and resumed as the Chair.

13. Correspondence

Resolution 2022-325

Moved by Councillor Andrews
Seconded by Deputy Mayor Macintosh

That November 17, 2022, be proclaimed as Children's Grief Awareness Day;

And that November 26, 2022, be proclaimed as Economic Abuse Awareness Day.

Carried

Resolution 2022-326

Moved by Councillor Peters
Seconded by Councillor Sherwood

And that the following correspondence be received:

13.1. Proclamation Request, Rainbows for all Children

13.2. Proclamation Request, Economic Abuse Awareness

13.3. Town of Grand Valley, Draven Alert

13.4. Brandon Baird, Stop Signs on Alder Street and Spencer Avenue

13.5. Greg Moore, Stop Sign on Spencer Avenue

13.6. Ryan Booth, Stop Sign on Alder Street

Carried

13.1 Proclamation Request, Rainbows for all Children

13.2 Proclamation Request, Economic Abuse Awareness

13.3 Town of Grand Valley, Draven Alert

13.4 Brandon Baird, Stop Signs on Alder Street and Spencer Avenue

13.5 Greg Moore, Stop Sign on Spencer Avenue

13.6 Ryan Booth, Stop Sign on Alder Street

14. Committee/Board Minutes

Resolution 2022-327

Moved by Councillor Taylor
Seconded by Councillor Post

That the minutes of the following meetings be received:

14.1. 2022-05-25 Orangeville Public Library Board Minutes

14.2. 2022-07-14 Official Plan Steering Committee Minutes

Carried

14.1 2022-05-25 Orangeville Public Library Board Minutes

14.2 2022-07-14 Official Plan Steering Committee Minutes

15. Notice of Motion Prior to Meeting

None.

16. Notice of Motion at Meeting

None.

17. New Business

Mayor Brown advised the audience and viewing gallery of the upcoming events:

- Dream Dufferin, Wednesday, September 14 at the Tony Rose Arena
- Tour to Headwaters, Saturday, September 17
- Heidi's Walk for Hope, Sunday, September 18
- Walk Off the Earth, Saturday, September 17

Mayor Brown and Councillor Andrews expressed their support for careers in the trades.

Councillor Andrews advised that on Sunday, September 25 there is an OHL exhibition game between the Kitchener Rangers and Mississauga Steelheads at the Alder Arena commencing at 2:00 p.m.

Councillor Andrews advised that Councillor Sherwood, Councillor Post, and Councillor Andrews recently attended the AMO Conference and Mayor Brown represented Orangeville at a County level.

Councillor Peters announced an upcoming tree planting event on Saturday, September 22, more details to come in the future.

Mayor Brown advised that the Orangeville BIA is involved in the Santa Clause Parade and are seeking volunteers.

18. Question Period

None.

19. By-Laws

Resolution 2022-328

Moved by Councillor Post

Seconded by Councillor Taylor

That the by-laws listed below be read three times and finally passed:

A by-law to amend Traffic Bylaw 78-2005, to establish a stop sign On Alder Street at Sherwood Street

A by-law to delegate certain powers and duties under the Municipal Act, 2001, S.O. 2001, c. 25, and to repeal By-laws 1985-083, 2004-064, 2006-026, 2007-04, 2007-106, 2008-035, 2008-038, 2011-078, 2017-018, 2019-001, 2019-054

A by-law to authorize the entering into and execution of a Zone 6 Regional Tourism Organization Agreement with the Zone 6 Regional Tourism Organization - Central Counties Tourism for participation in the Tourism Relief Fund

A by-law to authorize the entering into and execution of a franchise agreement with Enbridge Gas Inc.

A by-law to regulate and license towing services operators, tow truck drivers and vehicle storage yard facilities

A by-law to confirm the proceedings of the Council of The Corporation of the Town of Orangeville at its closed and regular Council Meeting held on September 12, 2022

Carried

Mayor Brown left the meeting due to a declared pecuniary interest with item 19.5.

Deputy Mayor Macintosh assumed the Chair.

Resolution 2022-329

Moved by Councillor Peters

Seconded by Councillor Andrews

That the by-law listed below be read three times and finally passed:

A by-law to authorize a consent agreement with Duncan Shaw (41 William Street)

Yes (4): Deputy Mayor Macintosh, Councillor Andrews, Councillor Peters, and Councillor Sherwood

No (2): Councillor Post, and Councillor Taylor

Conflict (1): Mayor Brown

Carried (4 to 2)

Mayor Brown returned to the meeting and resumed as the Chair.

19.1 A by-law to amend Traffic Bylaw 78-2005, to establish a stopsign On Alder Street at Sherwood Street

19.2 A by-law to delegate certain powers and duties under the Municipal Act, 2001, S.O. 2001, c. 25, and to repeal By-laws 1985-083, 2004-064, 2006-026, 2007-04, 2007-106, 2008-035, 2008-038, 2011-078, 2017-018, 2019-001, 2019-054

19.3 A by-law to authorize the entering into and execution of a Zone 6 Regional Tourism Organization Agreement with the Zone 6 Regional Tourism Organization - Central Counties Tourism for participation in the Tourism Relief Fund

19.4 A by-law to authorize the entering into and execution of a franchise agreement with Enbridge Gas Inc.

19.5 A by-law to authorize a consent agreement with Duncan Shaw (41 William Street)

19.6 A by-law to regulate and license towing services operators, tow truck drivers and vehicle storage yard facilities

19.7 A by-law to confirm the proceedings of the Council of The Corporation of the Town of Orangeville at its closed and regular Council Meeting held on September 12, 2022

20. Adjournment

Resolution 2022-330

Moved by Councillor Peters

Seconded by Councillor Andrews

That the meeting be adjourned at 8:04 p.m.

Carried

[Original Signed By Sandy Brown]

Sandy Brown, Mayor

[Original Signed By Carolina Khan]

Carolina Khan, Clerk

A certified true copy of By-law/
~~Resolution~~ Number 2022-077
passed by the Council of the
Town of Orangeville, and certified on the
12 day of September, 2022
[Original Signed By Carolina Khan]
Town Clerk



The Corporation of the Town of Orangeville

By-law Number 2022-077

A by-law to authorize the entering into and execution of a franchise agreement with Enbridge Gas Inc.

Whereas the *Municipal Act, 2001*, S.O. 2001, c.25, S.9 provides a municipality with the powers of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas Council deems it expedient to enter into a franchise agreement with Enbridge Gas Inc.

Be it therefore enacted by the municipal Council of the Corporation of the Town of Orangeville as follows:

1. That Council authorize the entering into and execution of a franchise agreement between The Corporation of the Town of Orangeville and Enbridge Gas Inc., and all documents ancillary thereto.

Read three times and finally passed in open Council this 12th day of September, 2022

[Original Signed By Sandy Brown]

Sandy Brown Mayor

[Original Signed By Carolina Khan]

Carolina Khan, Clerk

2000 Model Franchise Agreement

THIS AGREEMENT effective this day of , 2023

BETWEEN:

THE CORPORATION OF THE TOWN OF ORANGEVILLE

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
TOWN OF ORANGEVILLE**

Per:

Lisa Post, Mayor

Per:

Carolina Khan, Clerk

ENBRIDGE GAS INC.

Per:

Mark Kitchen
Director, Regulatory Affairs

Per:

Mark Maxwell
Director, Operations, GTA West