



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

March 21, 2024

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

Dear Ms. Marconi:

**Re: Enbridge Gas Inc.  
Application for Renewal of Franchise Agreement and New CPCN  
Town of Mono  
Ontario Energy Board File No. EB-2024-0098**

In accordance with instructions set out by the Ontario Energy Board's Letter of Direction dated March 20, 2024, enclosed is my Affidavit of Service in regard to the above-noted proceeding.

Yours truly,

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 Town of Mono 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 Mono

**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 Mono to the by-law is not necessary;

**AND IN THE MATTER OF** an Application by Enbridge Gas Inc. for an Order cancelling and superseding the existing Certificate of Public Convenience and Necessity held by Enbridge Gas Inc. for the former Township of Mono and replacing it with a Certificate of Public Convenience and Necessity to construct works to supply natural gas in the current Town of Mono.

**-: 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 email on March 21, 2024, a copy of the Notice of Application and Hearing issued by the Ontario Energy Board on March 20, 2024, and the Application dated February 26, 2024, was sent to the Town of Mono, attached hereto as Exhibit "A".
3. By courier on March 21, 2024, a true copy of the Notice of Application and Hearing issued by the Ontario Energy Board on March 20, 2024, and a true copy of the Application dated February 26, 2024, to the above preamble, along with a cover letter, was sent to the Town of Mono, attached hereto as Exhibit "B".
4. Pursuant to the March 20, 2024, 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 "C" 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 21<sup>st</sup> day of March 2024                )

\_\_\_\_\_  
 Gary Collins

\_\_\_\_\_  
 A Commissioner, etc.

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**From:** Patrick McMahon  
**Sent:** March 21, 2024 8:27 AM  
**To:** 'fred.simpson@townofmono.com'  
**Subject:** Notice of Hearing - Application for Approval of Franchise Agreement with Enbridge Gas

In accordance with instructions from the Ontario Energy Board, 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 Town of Mono and the approval of a new Certificate of Public Convenience and Necessity. We will be sending paper copies of the attachments to you by courier later today.

The Ontario Energy Board has arranged for publication of the Notice of Hearing in the *Orangeville Citizen* and the *Shelburne Free Press* newspapers on Thursday, March 21, 2024. We are sending the attachments to you by email so that you can see the Notice before it gets published.



2024 03 20 - iL\_APPL\_Franchi  
Notice of Hearin...and CPCN\_Mo...

Please let me know if you have any questions on the application or the OEB's review process.

Pat

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**Patrick McMahon**  
Technical Manager, Regulatory Research and Records

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

[enbridgegas.com](http://enbridgegas.com)  
**Safety. Integrity. Respect. Inclusion. High Performance.**

This is Exhibit "A" to the Affidavit of Gary Collins sworn before me this 21st day of March 2024.

A Commissioner, etc

Town of Mono  
347209 Mono Centre Road  
Mono, ON L9W 6S3

(519) 941-3599

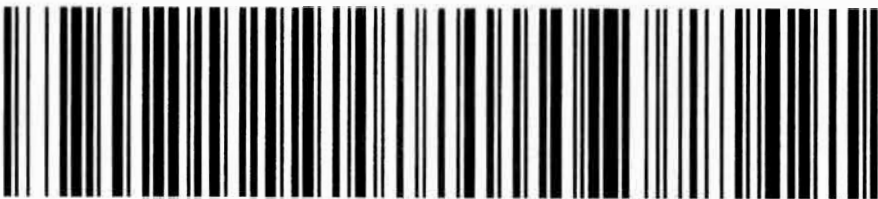
Attention: Fred Simpson, Clerk

3/21/24, 8:41 AM

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FROM: TOWN OF MONO 50 KILBURN AVE SUITE 100 E.A. CHATHAM, ONTARIO N7L 1P1 519-406-4600		TO: TOWN OF MONO 347209 MONO CENTRE ROAD  MONO, ON L9W6S3 519-941-3599  ATTN: FRED SIMPSON		<b>V</b> STANDARD TARIFFS APPLY Loomis Express NET75053581
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INSTRUCTIONS				

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BRAMPTON**



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PIN 31 DATE 03/21/2024 LOOMIS-EXPRESS.COM

This is Exhibit "B" to the Affidavit  
of Gary Collins sworn before me  
this 21st day of March 2024.

A Commissioner, etc





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

March 21, 2024

Fred Simpson, Clerk  
Town of Mono  
347209 Mono Centre Road  
Mono, ON L9W 6S3

Dear Mr. Simpson:

**Re: Enbridge Gas Inc.  
Application for Approval of Franchise Agreement and New CPCN  
Town of Mono  
Ontario Energy Board File No. EB-2024-0098**

In accordance with instructions set out by the Ontario Energy Board's Letter of Direction dated March 20, 2024, 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 Town of Mono and the approval of a new Certificate of Public Convenience and Necessity.

The Ontario Energy Board has arranged for publication of the Notice of Hearing in the *Orangeville Citizen* and the *Shelburne Free Press* newspapers on Thursday, March 21, 2024.

Yours truly,

*[Original Signed By]*

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

Encl.

# NOTICE OF A HEARING

## Enbridge Gas Inc. has applied to renew its natural gas franchise agreement and for a new certificate of public convenience and necessity for the Town of Mono

Enbridge Gas Inc. (Enbridge Gas) is asking the OEB for:

- **An order approving the renewal of a natural gas franchise agreement with the Town of Mono.** This would continue Enbridge Gas's right to construct, operate and add to the natural gas distribution system and to distribute, store and transmit natural gas within the Town of Mono for the next 20 years.
- **An order directing that the acceptance of the municipal electors of the Town of Mono is not required in relation to the by-law approving the natural gas franchise agreement.**
- **An order cancelling and superseding Enbridge Gas's existing certificate of public convenience and necessity to construct works to supply gas in the Town of Mono and replacing it with a new certificate.** The new certificate is needed to address a municipal name change that was implemented in 1999 and to address municipal boundary changes associated with past annexations.

### YOU SHOULD KNOW

#### THE ONTARIO ENERGY BOARD WILL HOLD A PUBLIC HEARING

There are three types of OEB hearings: oral, electronic, and written. The OEB plans to proceed with a written hearing. If you think a different hearing type is needed, you can write to us to explain why.

During this hearing, we will question the applicant about its case. We will also hear questions and arguments from participants that have registered as Intervenor. After reviewing all the evidence, we will decide whether to approve this application.

#### HAVE YOUR SAY

You have the right to information about this application and to participate in the process. Visit [www.oeb.ca/participate](http://www.oeb.ca/participate) and use file number **EB-2024-0098** to:

- Review the application
- Apply to become an intervenor
- File a letter with your comments

#### IMPORTANT DATES

You must engage with the OEB on or before **April 1, 2024** to:

- Provide input on the hearing type (oral, electronic or written)
- Apply to be an intervenor

If you do not, the hearing will move forward without you, and you will not receive any further notice of the proceeding.

#### 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. If you are a business or if you apply to become an intervenor, all the information you file will be on the OEB website.

### LEARN MORE

#### Ontario Energy Board

■ /TTY: 1 877-632-2727

⌚ Monday - Friday: 8:30 AM - 5:00 PM

🌐 [oeb.ca/notice](http://oeb.ca/notice)

#### Enbridge Gas Inc.

■ 1 866-763-5427

⌚ Monday - Friday: 8:30 AM - 5:00 PM

🌐 [enbridgegas.com](http://enbridgegas.com)

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

Ce document est aussi disponible en français.



Ontario  
Energy  
Board



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

February 26, 2024

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

Dear Ms. Marconi:

**Re: Enbridge Gas Inc.  
Application for Renewal of Franchise Agreement and New CPCN  
Town of Mono**

Attached is an Application by Enbridge Gas Inc. for Orders of the Ontario Energy Board with respect to a Franchise Agreement with and a Certificate of Public Convenience and Necessity for the Town of Mono. An agreement has been reached between Enbridge Gas Inc. and the Town of Mono 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: 2024.02.26

16:01:28 -05'00'

Patrick McMahon  
Technical Manager  
Regulatory Research and Records  
[patrick.mcmahon@enbridge.com](mailto: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 Mono 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 Mono;

**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 Mono to the by-law is not necessary;

**AND IN THE MATTER OF** an Application by Enbridge Gas Inc. for an Order cancelling and superseding the existing Certificate of Public Convenience and Necessity held by Enbridge Gas Inc. for the former Township of Mono and replacing it with a Certificate of Public Convenience and Necessity to construct works to supply natural gas in the current Town of Mono.

### **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 Mono (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 1,700 customers in the Municipality. Enbridge Gas has been providing gas distribution services within the Town of Mono since approximately 1964.
3. The Town of Mono is a lower-tier municipality located in the County of Dufferin. The "Provisional County of Dufferin" was initially organized as authorized by the Legislative Assembly of Ontario in 1875 and the actual formation taking effect in 1881 from parts of the counties of Grey, Simcoe and Wellington Counties. The Township of Mulmur and the Township of Mono were transferred from the County of Simcoe to the County of Dufferin in 1881. To better coordinate common services provided to the communities and consolidate governance within the township, the Township of Mono reorganized as the Town of Mono on June 1, 1999.

4. Enbridge Gas has an existing franchise agreement with the Town of Mono (effective May 11, 2004) and associated by-law (By-law 2004-28) which is attached as Schedule “B”.
5. Enbridge Gas has a Certificate of Public Convenience and Necessity for the former Township of Mono (EBC 31) dated January 8, 1964, which is attached as Schedule “C”. As noted above, until 1999, the Town of Mono was known as the Township of Mono so a new certificate is required for the municipal name change. There have also been several annexations between 1968 and 1982 involving the Town of Orangeville which have impacted the Town of Mono’s boundaries (i.e., reduced the amount of land included in the Town of Mono).
6. Enbridge Gas applied to the Council of the Municipality for the renewal of 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 Mono.
7. On January 9, 2024, 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 7-I-2024 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 2024-XX and the proposed franchise agreement. The Town of Mono has provided first and second readings of its by-law.
10. Enbridge Gas has franchise agreements with and Certificates of Public Convenience and Necessity for the Township of Adjala-Tosorontio, the Township of Amaranth, the Town of Caledon, the Township of Melancthon, the Township of Mulmur and the Town of Orangeville 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 Mono  
347209 Mono Centre Road  
Mono, ON L9W 6S3  
Attention: Fred Simpson, Clerk  
Telephone: (519) 941-3599 ext. 234  
Email: [fred.simpson@townofmono.com](mailto:fred.simpson@townofmono.com)

The address for Enbridge Gas' regional operations office is:

Enbridge Gas Inc.  
500 Consumers Road  
North York, ON M2J 1P8  
Attention: Neil MacNeil, Director, Toronto Region Operations  
Email: [neil.macneil@enbridge.com](mailto:neil.macneil@enbridge.com)

13. In recognition of the changes to OEB Notices of Hearing and Related Processes issued on September 28, 2023, Enbridge Gas believes that publishing the Notice in a local newspaper, on the OEB web site, on the Enbridge Gas' web site and on the municipality's web site will provide a broad awareness of this application. The newspaper having the highest circulation in the Town of Mono 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 Mono 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;
  - (b) an Order pursuant to s.9(4) directing and declaring that the assent of the municipal electors of the Town of Mono is not necessary for the proposed franchise agreement by-law under the circumstances; and
  - (c) an Order pursuant to s.8 cancelling and superseding the existing Certificate of Public Convenience and Necessity held by Enbridge Gas Inc. for the former Township of Mono and replacing it with a Certificate of Public Convenience and Necessity to construct works to supply natural gas in the current Town of Mono.

**DATED** at the Municipality of Chatham-Kent, in the Province of Ontario this 26<sup>th</sup> day of February, 2024.

**ENBRIDGE GAS INC.**

**Patrick**  
**McMahon**

Digitally signed by  
Patrick McMahon  
Date: 2024.02.26  
16:00:37 -05'00'

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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](mailto:patrick.mcmahon@enbridge.com)  
Telephone: (519) 436-5325







**THE CORPORATION OF THE TOWN OF MONO**

**BYLAW NUMBER 2004 - 28**

**BEING A BYLAW TO AUTHORIZE A FRANCHISE AGREEMENT  
BETWEEN THE CORPORATION OF THE TOWN OF MONO  
AND ENBRIDGE GAS DISTRIBUTION INC.**

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

AND WHEREAS the Ontario Energy Board by its Order issued pursuant to the Municipal Franchises Act on the 16<sup>th</sup> day of March 2004 has approved the terms and conditions upon which and the period for which the franchise provided for in the attached agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of this By-law is not necessary;

NOW THEREFORE BE IT ENACTED:

1. That the attached franchise agreement between the Corporation Enbridge Gas Distribution Inc. is hereby authorized and the franchise provided for therein is hereby granted.
2. That the Clerk and the Mayor 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.

BYLAW GIVEN THE NECESSARY READINGS AND PASSED IN OPEN COUNCIL THIS  
11th DAY OF MAY, 2004.

*[Original Signed By Keith Thompson]*

\_\_\_\_\_  
MAYOR

*[Original Signed By Keith McNenly]*

\_\_\_\_\_  
CLERK

## **SCHEDULE "A"**

By-law No. 83-35 passed by the Council of the Corporation of the Town of Mono on this 6<sup>th</sup> day of October 1983.

## Model Franchise Agreement

THIS AGREEMENT effective this 11<sup>th</sup> day of May, 2004.

BETWEEN: The Corporation of the Town of Mono 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 MONO

By: [Original Signed By Keith Thompson] *Mayor*

By: [Original Signed By Keith McNenly] **Keith J. McNenly**  
**CAO & Clerk**  
**Town of Mono**

Duly Authorized Officer

ENBRIDGE GAS DISTRIBUTION INC.

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

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

APPROVED AS TO FORM	
LEGAL	<i>RL</i>

DATED this 11<sup>th</sup> day of May, 2003/4

THE CORPORATION OF THE  
TOWN OF MONO

- and -

ENBRIDGE GAS DISTRIBUTION INC.

FRANCHISE AGREEMENT

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

Attention: Regulatory Affairs Department



Schedule C

**ONTARIO ENERGY BOARD**

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

IN THE MATTER OF an Application  
by The Consumers' Gas Company  
to the Ontario Energy Board for  
a certificate of public convenience  
and necessity to construct works to  
supply and to supply natural gas in  
the Township of Mono.

REASONS FOR DECISION

This is an application by The Consumers' Gas Company (hereinafter referred to as the "Applicant") for an order pursuant to section 8 of The Municipal Franchises Act granting approval of the Board to construct works to supply gas to the inhabitants of the Township of Mono.

The application was heard at a public hearing pursuant to due notice as directed by the Board at the Board offices on December 13, 1963. Mr. W. H. Zimmerman, Q.C., solicitor and Messrs. J. C. McCarthy, E. J. McNamara and R. McKay appeared on behalf of the Applicant.

No one appeared to oppose the application.

The Applicant proposes to extend natural gas service into the Township of Mono during the present year.

The Applicant stated to the Board that it has available to it adequate supplies of natural gas to meet the present and foreseeable requirements of the present and future consumers of the Township of Mono and the Applicant further stated that it has ample financial resources to carry out the undertaking.

The Board having heard the evidence adduced and perused the material filed is of the opinion that the certificate requested is in the public interest and that the application should be granted.

Accordingly, a Certificate of Public Convenience and Necessity will issue upon receipt of confirmation in writing that the by-law franchise agreement has in fact received third reading.

DATED at Toronto this 13th day of December, 1963.

ONTARIO ENERGY BOARD

  
Chairman

  
Commissioner

ONTARIO ENERGY BOARD

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

IN THE MATTER of an Application by The Consumers' Gas Company to the Ontario Energy Board for a certificate of public convenience and necessity to construct works to supply and to supply natural gas in the Township of Mono.

B E F O R E:

A.R. Crosier, Chairman        )  
E.A. Allcut, Commissioner    ) Friday, the 13th day  
  of December, 1963.

UPON the Application of The Consumers' Gas Company (herein-  
after called the Applicant) for a certificate pursuant to the pro-  
visions 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 13th day of December,  
1963, after due notice has 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 DOTH 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 Township of Mono, in the County of Dufferin and for the construc-  
tion of the works necessary therefor.
2. THE BOARD fixes the costs of this Application at \$25.00 payable  
forthwith by the Applicant.

DATED AT TORONTO this 8<sup>th</sup> day of January, A.D. 1964

ONTARIO ENERGY BOARD

.....  
Secretary.





January 16, 2024

### **Enbridge Gas Franchise Agreement**

I, Fred Simpson, of the Town of Mono in the County of Dufferin, Clerk for the Town of Mono, hereby certify that on January 9, 2024, Council for the Town of Mono passed the following resolution with respect to Enbridge Gas Inc. Franchise Agreement Renewal.

Resolution #7-1-2024

*Moved by Elaine Capes, Seconded by Melinda Davie*

**BE IT HEREBY RESOLVED THAT:**

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

**"Carried"**

*[Original Signed By Fred Simpson]*

Fred Simpson  
Clerk

**THE CORPORATION OF THE TOWN OF MONO  
BYLAW NUMBER 2024 - xx**

**A BYLAW TO AUTHORIZE A FRANCHISE AGREEMENT BETWEEN THE  
CORPORATION OF THE TOWN OF MONO AND ENBRIDGE GAS INC.**

**WHEREAS**, the Council of the Town of Mono 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           , 2024 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 MUNICIPAL COUNCIL OF THE CORPORATION OF  
THE TOWN OF MONO ENACTS AS FOLLOWS:**

1. That the Franchise Agreement between the Corporation of the Town of Mono and Enbridge Gas Inc., attached hereto and forming part of this By-law, is hereby authorized and the franchise provided for therein is hereby granted.
2. That the Mayor and Clerk are hereby authorized and instructed on behalf of the Corporation of the Town of Mono to enter into and execute under its corporate seal and deliver the Franchise Agreement, which is hereby incorporated into and forming part of this By-Law.
3. That Town of Mono By-law 2004-28, passed on May 11, 2004, be repealed.

Read a first time this 9th of January, 2024.

Read a second time this 9th of January, 2024.

Read a third time and finally passed this        day of           , 2024.

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CLERK**

# **2000 Model Franchise Agreement**

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THIS AGREEMENT effective this                      day of                      , 2024

BETWEEN:

## **THE CORPORATION OF THE TOWN OF MONO**

hereinafter called the "Corporation"

- and -

## **ENBRIDGE GAS INC.**

hereinafter called the "Gas Company"

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

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

THEREFORE the Corporation and the Gas Company agree as follows:

### **Part I - Definitions**

#### **1. In this Agreement**

- (a) "decommissioned" and "decommissions" when used in connection with parts of the gas system, mean any parts of the gas system taken out of active use and purged in accordance with the applicable CSA standards and in no way affects the use of the term 'abandoned' pipeline for the purposes of the *Assessment Act*;
- (b) "Engineer/Road Superintendent" means the most senior individual employed by the Corporation with responsibilities for highways within the Municipality or the person designated by such senior employee or such other person as may from time to time be designated by the Council of the Corporation;

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

## **Part II - Rights Granted**

### **2. To provide gas service**

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

### **3. To Use Highways**

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

### **4. Duration of Agreement and Renewal Procedures**

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

or

(b) If the Corporation has previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law provided that, if during the 20 year term of this Agreement, the Model Franchise Agreement is changed, then on the 7<sup>th</sup> anniversary and on the 14<sup>th</sup> anniversary of the date of the passing of the By-law, this Agreement shall be deemed to be amended to incorporate any changes in the Model Franchise Agreement in effect on such anniversary dates. Such deemed amendments shall not apply to alter the 20 year term.

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

### **Part III – Conditions**

#### **5. Approval of Construction**

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



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

**6. As Built Drawings**

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

**7. Emergencies**

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

## 8. **Restoration**

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

## 9. **Indemnification**

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

## 10. **Insurance**

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



## 11. **Alternative Easement**

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

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- (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.

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- (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.

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- (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 MONO**

Per: \_\_\_\_\_  
John Creelman, Mayor

Per: \_\_\_\_\_  
Fred Simpson, Clerk

**ENBRIDGE GAS INC.**

Per: \_\_\_\_\_  
Mark Kitchen, Director, Regulatory Affairs

Per: \_\_\_\_\_  
Neil MacNeil, Director, Toronto Region Operations



[Home](#) / [About Enbridge Gas](#)

# 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 as 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
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- ▶ EB-2024-0106 - Township of Puslinch
- ▶ EB-2024-0105 - City of Peterborough
- ▲ EB-2024-0101 - Township of Norwich

Application

Notice of Hearing

- ▲ EB-2024-0098 - Town of Mono

Application

Notice of Hearing

- ▶ EB-2024-0089 - Municipality of North Grenville
- ▶ EB-2024-0086 - Town of Smiths Falls - CPCN
- ▶ EB-2024-0077 - Municipality of Powassan
- ▶ EB-2024-0076 - Municipality of Callander
- ▶ EB-2024-0068 - Township of Montague - CPCN
- ▶ EB-2024-0065 - Township of Centre Wellington

This is Exhibit "C" to the Affidavit of Gary Collins sworn before me this 21st day of March 2024.

A Commissioner, etc