



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

April 9, 2024

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 and New CPCN
City of Thorold
Ontario Energy Board File No. EB-2024-0121**

In accordance with instructions set out by the Ontario Energy Board's Letter of Direction dated April 4, 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 City of Thorold 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 City of Thorold

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 City of Thorold to the by-law is not necessary;

AND IN THE MATTER OF an Application by Enbridge Gas Inc. for an Order cancelling and superseding those parts of an existing Certificate of Public Convenience and Necessity held by Enbridge Gas Inc. related to former communities now forming part of the City of Thorold and replacing them with a Certificate of Public Convenience and Necessity to construct works to supply natural gas in the current City of Thorold.

-: AFFIDAVIT OF SERVICE :-

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

1. I am an employee in the Chatham Office of Enbridge Gas Inc., the Applicant in the matter referred to in the preamble to this my Affidavit and I have personal knowledge of the matters herein deposed to.
2. By courier on April 5, 2024, a true copy of the Notice of Application and Hearing issued by the Ontario Energy Board on April 4, 2024, and a true copy of the Application dated March 15, 2024, to the above preamble, along with a cover letter, was sent to the City of Thorold attached hereto as Exhibit "A".
3. Pursuant to the April 4, 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 "B" a copy of this material has been posted to the Enbridge Gas website at <https://www.enbridgegas.com/about-enbridge-gas/regulatory>
4. I make this Affidavit in good faith and for no improper purpose.

SWORN BEFORE ME, at the)
 City of Toronto)
 in the Province of Ontario)
 this 9th day of April 2024)


 Gary Collins

 A Commissioner, etc.

City of Thorold
3540 Schmon Parkway
Thorold, ON L2V 4A7


(905) 227-6613

Attention: Matthew Trennum, City Clerk

FROM: THOROLD 3540 SCHMON PARKWAY THOROLD, ON L2V 4A7 905-227-6613		TO: CITY OF THOROLD 3540 SCHMON PARKWAY THOROLD, ON L2V 4A7 905-227-6613 ATTN: MATTHEW TRENNUM		V STANDARD TERMS AND CONDITIONS APPLY  Loomis Express NET 75173472
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NET 75173472 PIN 75173472 DATE 04/05/2024 LOOMIS-EXPRESS.COM

This is Exhibit "A" to the Affidavit
of Gary Collins sworn before me
this 9th day of April 2024.



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

April 5, 2024

Matthew Trennum
City Clerk
City of Thorold
3540 Schmon Parkway
Thorold, ON L2V 4A7

Dear Mr. Trennum:

**Re: Enbridge Gas Inc.
Application for Approval of Franchise Agreement and New CPCN
City of Thorold
Ontario Energy Board File No. EB-2024-0121**

In accordance with instructions set out by the Ontario Energy Board's Letter of Direction dated April 4, 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 City of Thorold 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 *Niagara Falls Review* newspaper on Friday, April 12, 2024 and on www.NiagaraThisWeek.com on Monday, April 8, 2024 through Friday, April 12, 2024.

Yours truly,

[Original Signed By]

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

Encl.

Enbridge Gas Inc. has applied to renew its natural gas franchise agreement with and for a new certificate of public convenience and necessity for the City of Thorold

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

- **An order approving the renewal of a natural gas franchise agreement with the City of Thorold.** 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 City of Thorold for the next 20 years.
- **An order directing that the acceptance of the municipal electors of the City of Thorold is not required in relation to the by-law approving the natural gas franchise agreement.**
- **An order cancelling and superseding parts of Enbridge Gas's existing certificate of public convenience and necessity to construct works to supply gas in the City of Thorold and replacing it with a new certificate.** The new certificate is needed to address past amalgamations of former communities and create a single certificate for the City of Thorold.

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 intervenors. 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** and use file number **EB-2024-0121** 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 22, 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**

Enbridge Gas Inc.

■ 1 866-763-5427

● Monday - Friday: 8:30 AM - 5:00 PM

🌐 **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

March 15, 2024

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 and New CPCN
City of Thorold**

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 City of Thorold. An agreement has been reached between Enbridge Gas Inc. and the City of Thorold 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: 2024.03.15
15:23:16 -04'00'

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

Encl.

ONTARIO ENERGY BOARD

IN THE MATTER OF the *Municipal Franchises Act*, R.S.O. 1990, c.M.55, as amended;

AND IN THE MATTER OF an Application by Enbridge Gas Inc. for an Order approving the terms and conditions upon which, and the period for which, the Corporation of the City of Thorold 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 City of Thorold;

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 City of Thorold to the by-law is not necessary;

AND IN THE MATTER OF an Application by Enbridge Gas Inc. for an Order cancelling and superseding those parts of an existing Certificate of Public Convenience and Necessity held by Enbridge Gas Inc. related to former communities now forming part of the City of Thorold and replacing them with a Certificate of Public Convenience and Necessity to construct works to supply natural gas in the current City of Thorold.

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 City of Thorold (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 9,800 customers in the Municipality. Enbridge Gas and its predecessors have been providing gas distribution services within the City of Thorold since approximately 1905.
3. The City of Thorold is a lower-tier municipality located in the Regional Municipality of Niagara. Thorold was incorporated as a village in 1850 and as a town in 1870. When the Regional Municipality of Niagara was formed in 1970, the Town of Thorold expanded to include the former Thorold Township as well as parts of the former Township of Crowland. In 1975, the town became incorporated as the City of Thorold.
4. Enbridge Gas has an existing franchise agreement with the City of Thorold (EB-2004-0494) effective October 26, 2004 and associate By-law (By-law 68-2004) which are attached as Schedule "B".

5. Enbridge Gas has a Certificate of Public Convenience and Necessity for the former Township of Crowland, the former Town of Thorold and the former Township of Thorold (EBC 58) dated July 25, 1967 which is attached as Schedule “C”. Enbridge Gas is not aware of any other changes to the municipal boundaries of the City of Thorold. The request for a new Certificate to cover all of the current City of Thorold does not change the area currently covered by EBC 58 issued for the former municipalities that now make up the City of Thorold.
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 City of Thorold.
7. On February 27, 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 CC-3-2024 of the Council of the Municipality and the associated municipal staff report PWCS 20-2024 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 draft By-law XX-2024 and the proposed franchise agreement.
10. Enbridge Gas has franchise agreements with and Certificates of Public Convenience and Necessity for the City of St. Catharines, the City of Niagara Falls, the Town of Niagara-on-the-Lake, the Town of Pelham and the City of Welland, 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:

City of Thorold
3540 Schmon Parkway
Thorold, ON L2V 4A7
Attention: Matthew Trennum, City Clerk
Telephone: (905) 227-6613
Email: clerk@thorold.ca

The address for Enbridge Gas' regional operations office is:

Enbridge Gas Inc.
603 Kumpf Drive
Waterloo, ON N2J 4A4
Attention: Murray Costello, Director, Regional Operations
Email: murray.costello@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 the 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 City of Thorold is the *St. Catharines Standard*. 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 City of Thorold is, by by-law, to grant Enbridge Gas the right to construct and operate works for the distribution, transmission and storage of natural gas and the right to extend and add to the works; and
 - (b) an Order pursuant to s.9(4) directing and declaring that the assent of the municipal electors of the City of Thorold is not necessary for the proposed franchise agreement by-law under the circumstances; and
 - (c) an Order pursuant to s.8 cancelling and superseding those parts of the existing Certificate of Public Convenience and Necessity held by Enbridge Gas Inc. for the former municipalities amalgamated to form the Town of Thorold (EBC 58) and replacing them with a Certificate of Public Convenience and Necessity to construct works to supply natural gas in the current City of Thorold.

DATED at the Municipality of Chatham-Kent, in the Province of Ontario this 15th day of March, 2024.

ENBRIDGE GAS INC.

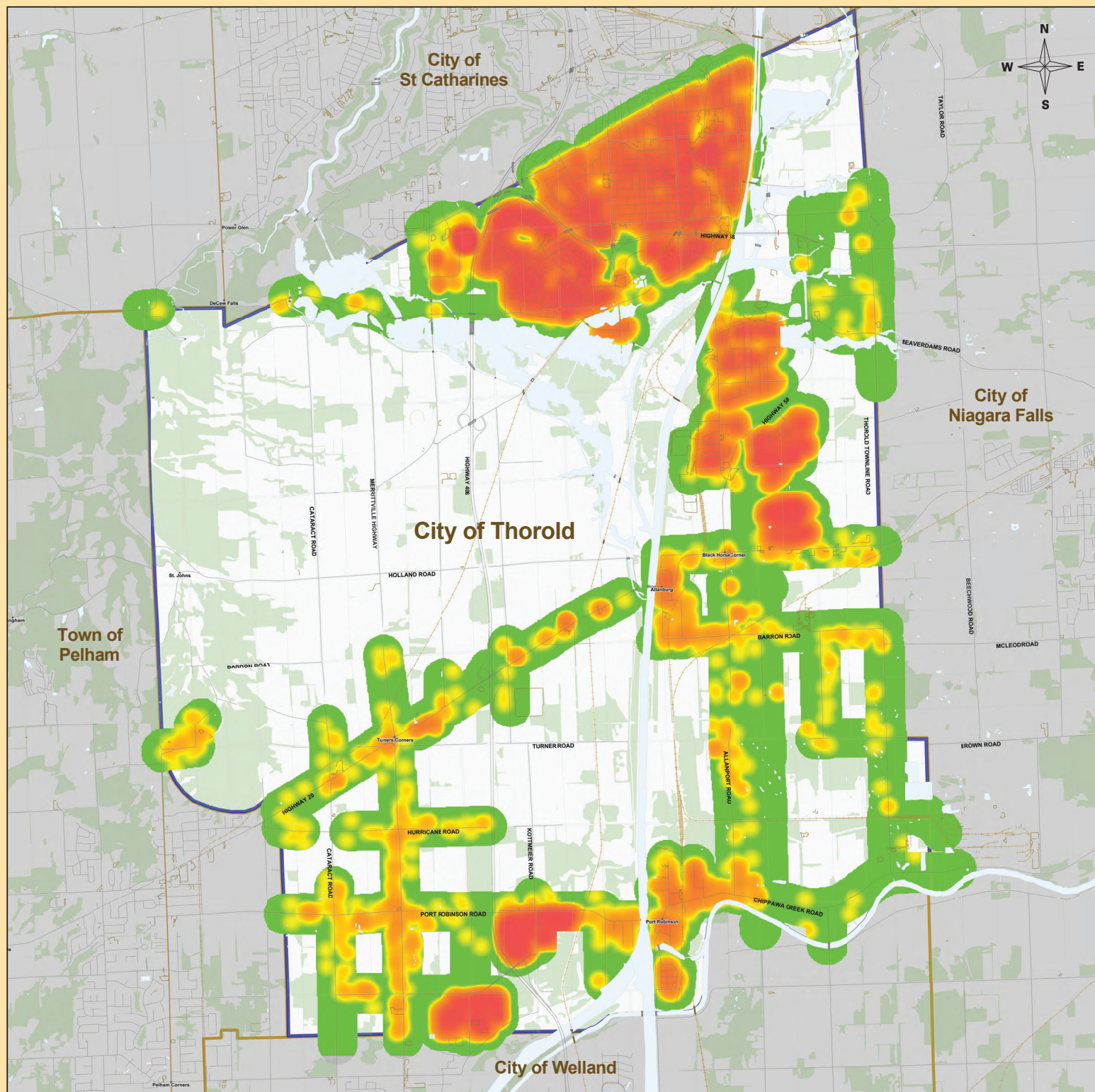
**Patrick
McMahon**

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Patrick McMahon
Date: 2024.03.15
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Patrick McMahon
Technical Manager
Regulatory Research and Records

Comments respecting this Application should be directed to:

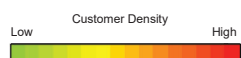
Mr. Patrick McMahon
Technical Manager, Regulatory Research and Records
Enbridge Gas Inc.
50 Keil Drive North
Chatham, ON N7M 5M1
patrick.mcmahon@enbridge.com
Telephone: (519) 436-5325



City of Thorold

Legend

- Enbridge Gas Pipeline Coverage Area
- City of Thorold
- Roads
- Railways
- Municipal and Township Boundaries
- First Nation Boundaries



Disclaimer:

The map is provided with no warranty express or implied and is subject to change at any time. Any Person using the Density Map shall do so at its own Risk and the Density Map is not intended in any way As a tool to locate underground infrastructure for the purposes of excavation



CORPORATION OF THE CITY OF THOROLD

BY-LAW NO. 68 -2004

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A
FRANCHISE AGREEMENT WITH ENBRIDGE GAS DISTRIBUTION INC.
TO DISTRIBUTE, STORE AND TRANSMIT GAS IN THE CITY OF THOROLD**

WHEREAS, pursuant to Section 8 of the *Municipal Act, 2001*, S.O. 2001, Chapter 25, provides a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS, Section 9(1) of the said *Municipal Act* provides Sections 8 and 11 shall be interpreted broadly so as to confer broad authority on municipalities,

- (a) To enable them to govern their affairs as they consider appropriate; and
- (b) To enhance their ability to respond to municipal issues,

AND WHEREAS Section 9(2) of the said *Municipal Act* further provides in the event of ambiguity in Sections 8 and 11, those Sections shall be interpreted broadly to include, rather than exclude, municipal powers that existed on December 31, 2002;

AND WHEREAS at the General Committee meeting of Council held October 19, 2004 the recommendations in Report CC2004-16 were approved authorizing the entry into a franchise agreement for a term of 20 years with Enbridge Gas Distribution Inc. and that a by-law be submitted to Council for approval authorizing execution of the said agreement by the Mayor and Clerk under corporate seal.

**NOW THEREFORE, THE COUNCIL OF THE
CORPORATION OF THE CITY OF THOROLD HEREBY ENACTS AS
FOLLOWS:**

1. That the entry into an Agreement with Enbridge Gas Distribution Inc. in the form of Schedule "A" annexed hereto to this by-law for the distribution, storage and transmission of gas in and throughout the City of Thorold be and it is hereby authorized and approved.
2. That the Mayor and Clerk be and they are hereby authorized and directed to execute the said Agreement and to affix the corporate seal thereto.

3. That this by-law shall come into full force and effect upon the Ontario Energy Board approval of the said Agreement.
4. That pursuant to the provisions of Section 227 of the *Municipal Act, 2001* the Clerk of the City of Thorold is hereby authorized to effect any minor modifications or corrections to the by-law and schedule of a descriptive, administrative, numerical or grammatical nature as may be deemed necessary after passage of this by-law.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY
PASSED BY COUNCIL THIS 19TH DAY OF OCTOBER, 2004.

[Original Signed By Robin Brock]

MAYOR

[Original Signed By John Bice]

CLERK

CERTIFIED A TRUE COPY

ON THIS 26TH DAY OF OCTOBER 2004

[Original Signed By Deputy City Clerk]

Dep. **CITY CLERK**
CORPORATION OF THE CITY OF THOROLD

Model Franchise Agreement

THIS AGREEMENT effective this 19th day of October, 2004 .

BETWEEN: The Corporation of the City of Thorold 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 CITY OF THOROLD

[Original Signed By Robin Brock]

By: _____
Robin Brock, Mayor

[Original Signed By John Bice]

By: _____
John K. Bice, City Clerk
Duly Authorized Officer

ENBRIDGE GAS DISTRIBUTION INC.

[Original Signed By Byron Nelles]

By: _____

Byron Nelles
Vice President
Legal, Regulatory & Public Affairs

[Original Signed By Mark Boyce]

By: _____

Mark R. Boyce
Associate General Counsel
& Corporate Secretary



DATED this 19th day of October, 2004.

THE CORPORATION OF THE

CITY OF THOROLD

- and -

ENBRIDGE GAS DISTRIBUTION INC.

FRANCHISE AGREEMENT

ENBRIDGE GAS DISTRIBUTION INC.

500 Consumers Road
North York, Ontario
M2J 1P8

Attention: Regulatory Affairs Department

THE ONTARIO ENERGY BOARD

E.B.C. 58

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 certificates of public convenience
and necessity to construct works to supply and to
supply natural gas to the inhabitants of the under-
mentioned municipalities

City of St. Catharines
City of Niagara Falls
City of Welland
Town of Port Colborne
Town of Fort Erie
Town of Niagara-on-the-Lake
Town of Thorold
Village of Chippawa
Village of Crystal Beach
Village of Fonthill
Township of Crowland
Township of Willoughby
Township of Bertie
Township of Humberstone
Township of Wainfleet
Township of Thorold
Township of Pelham
Township of Niagara
Township of Louth

B E F O R E:

A.R. Crozier, Chairman	} Tuesday, the 4th day
A.B. Jackson, Vice Chairman	
I.C. MacNabb, Vice Chairman	

of July, 1967.

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 4th day of July, 1967, 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 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

City of St. Catharines
City of Niagara Falls
City of Welland
Town of Port Colborne
Town of Niagara-on-the-Lake
Town of Thorold
Village of Chippawa
Village of Crystal Beach
Village of Fonthill
Township of Crowland
Township of Willoughby
Township of Bertie
Township of Humberstone
Township of Wainfleet
Township of Thorold
Township of Pelham
Township of Niagara
Township of Louth

and for the construction of the works necessary therefor.

2. THIS BOARD fixes the costs of this Application at \$25.00
payable forthwith by the Applicant.

DATED AT TORONTO this 25th day of July, A.D. 1967.

THE ONTARIO ENERGY BOARD


Board Secretary.

(82)

THE ONTARIO ENERGY BOARD

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 certificates of public convenience and necessity to construct works to supply and to supply natural gas to the inhabitants of the undermentioned municipalities.

City of St. Catharines
City of Niagara Falls
City of Welland
Town of Port Colborne
Town of Fort Erie
Town of Niagara-on-the-Lake
Town of Thorold
Village of Chippawa
Village of Crystal Beach
Village of Fonthill
Township of Crowland
Township of Willoughby
Township of Bertie
Township of Humberstone
Township of Wainfleet
Township of Thorold
Township of Pelham
Township of Niagara
Township of Louth

CERTIFICATE OF PUBLIC CONVENIENCE
AND NECESSITY

McDONALD & ZIMMERMAN
199 Bay Street,
Toronto 1, Ontario.

CC 3-2024

March 4, 2024

Julie Alexander
Senior Advisor, Municipal and Stakeholder Engagement
Enbridge Gas Inc.

SENT ELECTRONICALLY

Re: Renewal of Franchise Agreements with Enbridge Gas Inc.

This letter is to inform you that at its meeting held on February 27, 2024 Thorold City Council passed the following resolution:

That Report PWCS 22-2024, dated February 27, 2024, respecting Enbridge Gas Franchise Agreement Renewal **BE RECEIVED** and the following recommendations **BE APPROVED**:

1. That the terms and conditions of the draft by-law and Franchise Agreement with Enbridge Gas Inc. (Appendices 1 and 2 respectively), respecting the installation, maintenance, and operation of its natural gas utility in the City of Thorold, **BE APPROVED**, pursuant to the provisions of Section 9 of the *Municipal Franchises Act*;
2. That the draft by-law **BE READ** a first and second time;
3. That the Ontario Energy Board **BE REQUESTED** to make an order declaring and directing that the assent of the municipal electors to the attached draft by-law and franchise agreement pertaining to the Corporation of the City of Thorold is not necessary, pursuant to the provisions of Section 9(4) of the *Municipal Franchises Act*; and
4. That the Mayor and Clerk **BE AUTHORIZED** to execute the necessary documents.

Please be guided by the resolution. A copy of Report PWCS 22-2024, the Franchise Agreement and draft By-law and attached.

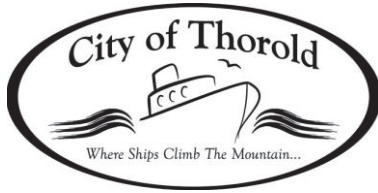
Thank you,

[Original Signed By Matthew Trennum]

Matthew Trennum
City Clerk

[Original Signed By Terry Ugolini]

Terry Ugolini
Mayor



Subject: Enbridge Gas Franchise Agreement Renewal

Report to: Thorold City Council

Recommendations

1. That the terms and conditions of the draft by-law and franchise Agreement with Enbridge Gas Inc. (appendices 1 and 2 respectively), respecting the installation, maintenance, and operation of its natural gas utility in the City of Thorold, **BE APPROVED**, pursuant to the provisions of Section 9 of the *Municipal Franchises Act*;
2. That the draft by-law **BE READ** a first and second time;
3. That the Ontario Energy Board **BE REQUESTED** to make an order declaring and directing that the assent of the municipal electors to the attached draft by-law and franchise agreement pertaining to the Corporation of the City of Thorold is not necessary pursuant to the provisions of Section 9(4) of the *Municipal Franchises Act*; and
4. That the Mayor and Clerk **BE AUTHORIZED** to execute the necessary documents.

Key Facts

- Provincial legislation requires that there be a Franchise Agreement between the Municipal Corporation and the Gas Company that provides service to the community.
- The Franchise Agreement, which expires in October 2024, sets out the terms and conditions of the working relationship and responsibilities of each party.
- All Franchise Agreements require approval of the Ontario Energy Board after the passing of the City By-Law.
- Staff have reviewed the draft Franchise Agreement and are seeking Council's approval to execute the Agreement for a term of twenty (20) years.

Budgetary Status

There are no direct budget impacts relating to this agreement.

Analysis

Enbridge Gas Inc. is responsible for the supply, distribution, expansion and system maintenance of natural gas within the City's Road Allowances. This infrastructure is extensive and in order to protect the integrity of the distribution system and the roadway, a cooperative working relationship is essential. More details about the planning and collaboration between the Gas Company and our Engineering/Public Works staff are described in Appendix 1.

The Franchise Agreement is a standard document that formalizes the working relationship over the next twenty (20) years. It describes the process for the approval of new work, post construction documentation, emergency responses, restoration responsibilities, insurance requirements, utility alignment conflicts and communication responsibilities to impacted businesses and residents. This draft document is attached as Appendix 2.

Impact on the Environment, Climate Change

There are no known environmental or climate change related impacts to this agreement.

Alternatives Reviewed

None.

Relationship to Strategic Plan

The recommendation is consistent with Council's Strategic Priorities:

- Businesses and Economic Growth
- Responsible Growth and Infrastructure Planning
- Vibrant, Inclusive Neighbourhoods
- Service Modernization

Other Pertinent Reports

- Bill 24-2024

Prepared by:

Geoff Holman
Director
Public Works and Community Services

Recommended by:

Geoff Holman
Director
Public Works and Community Services

Approved and Submitted by:

Manoj Dilwaria
Chief Administrative Officer

Appendices

Appendix 1 [Draft By-Law](#)

Appendix 2 [Franchise Agreement](#)

THE CORPORATION OF THE CITY OF THOROLD

BY-LAW NO. <>

A BY-LAW TO AUTHORIZE THE EXECUTION OF A FRANCHISE
AGREEMENT WITH ENBRIDGE GAS INC. TO DISTRIBUTE, STORE
AND TRANSMIT GAS IN THE CITY OF THOROLD

WHEREAS pursuant to Section 8 of the *Municipal Act*, 2001, S.O. 2001, Chapter 25, provides a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

WHEREAS Section 9(1) of the *Municipal Act* provides Sections 8 and 11 shall be interpreted broadly so as to confer broad authority on municipalities to:

- (a) enable them to govern their affairs as they consider appropriate; and
- (b) enhance their ability to respond to municipal issues; and

WHEREAS Section 9(2) of the said *Municipal Act* further provides in the event of ambiguity in Sections 8 and 11, those Sections shall be interpreted broadly to include, rather than exclude, municipal powers that existed on December 31, 2002.

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the City of Thorold enacts as follows:

1. That the entry into an Agreement with Enbridge Gas Inc. in the form of Schedule "A" annexed hereto to this by-law for the distribution, storage and transmission of gas in and throughout the City of Thorold be authorized and approved;
2. That the Mayor and Clerk be authorized and directed to execute the Agreement and to affix the corporate seal thereto;
3. That this by-law shall come into full force and effect upon the Ontario Energy Board approval of the said Agreement;
4. That pursuant to the provisions of Section 227 of the *Municipal Act*, 2001 the Clerk of the City of Thorold is hereby authorized to effect any minor modifications or corrections to the by-law and schedule of a descriptive, administrative, numerical or grammatical nature as may be deemed necessary after passage of this by-law; and
5. That this by-law shall come into force and effect on the _ day of _, XXXX.

Terry Ugolini, Mayor

Matthew Trennum, City Clerk

2000 Model Franchise Agreement

THIS AGREEMENT effective this day of , 2024

BETWEEN:

THE CORPORATION OF THE CITY OF THOROLD

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.

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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.

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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.

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 CITY OF THOROLD

Per: _____
Terry Ugulini, Mayor

Per: _____
Matthew Trennum, City Clerk

ENBRIDGE GAS INC.

Per: _____
Mark Kitchen, Director, Regulatory Affairs

Per: _____
Murray Costello, Director, Regional 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 evidence in other regulatory proceedings. Please note that we have not posted any evidence that was confidential or that required a non-disclosure agreement.

FRANCHISES ✓

OTHER REGULATORY PROCEEDINGS

RATE CASES AND QRAM

EB-2024-0121 - City of Thorold

Application

Notice of Hearing

- EB-2024-0107 - Township of MacDonald, Meredith and Aberdeen Additional
- EB-2024-0106 - Township of Puslinch
- EB-2024-0105 - City of Peterborough
- EB-2024-0101 - Township of Norwich
- EB-2024-0098 - Town of Mono
- EB-2024-0086 - Town of Smiths Falls - CPCN
- EB-2024-0077 - Municipality of Powassan
- EB-2024-0076 - Municipality of Callander

This is Exhibit "B" to the Affidavit of Gary Collins sworn before me this 9th day of April 2024.

A Commissioner, etc