



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

May 28, 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
Township of Guelph/Eramosa**

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 Township of Guelph/Eramosa. An agreement has been reached between Enbridge Gas Inc. and the Township of Guelph/Eramosa 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
Technical Manager
Regulatory Research and Records
patrick.mcmahon@enbridge.com
(519) 436-5325

Encl.

ONTARIO ENERGY BOARD

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

AND IN THE MATTER OF an Application by Enbridge Gas Inc. for an Order approving the terms and conditions upon which, and the period for which, the Corporation of the Township of Guelph/Eramosa is, by by-law, to grant to Enbridge Gas Inc. the right to construct and operate works for the distribution, transmission and storage of natural gas and the right to extend and add to the works in the Township of Guelph/Eramosa;

AND IN THE MATTER OF an Application by Enbridge Gas Inc. for an Order directing and declaring that the assent of the municipal electors of the Township of Guelph/Eramosa 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 Township of Guelph/Eramosa and replacing it with a Certificate of Public Convenience and Necessity to construct works to supply natural gas in the current Township of Guelph/Eramosa.

APPLICATION

1. Enbridge Gas Inc. (Enbridge Gas), a regulated public utility, is a corporation incorporated under the laws of the Province of Ontario, with its offices in the City of Toronto and the Municipality of Chatham-Kent.
2. The Corporation of the Township of Guelph/Eramosa (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 current geographical location of the Municipality and a customer density representation of Enbridge Gas' service area. Enbridge Gas currently serves approximately 3,500 customers in the Municipality. Enbridge Gas and its predecessors have been providing gas distribution services within the Township of Guelph/Eramosa since approximately 1954.
3. The Township of Guelph/Eramosa is a lower-tier municipality located in the County of Wellington. In 1999, the Township of Guelph/Eramosa was formed through the amalgamation of the former Township of Eramosa, the former Township of Guelph and portions of the former Townships of Nichol and Pilkington.

4. Enbridge Gas has an existing franchise agreement with the Township of Guelph/Eramosa (RP-2004-0189 / EB-2004-0378) effective September 7, 2004 and associate By-law (By-law 36/2004) which are attached as Schedule “B”.
5. Enbridge Gas has a Certificate of Public Convenience and Necessity (CPCN) for the Township of Guelph/Eramosa (EB-2007-0021) dated April 10, 2007 which is attached as Schedule “C1”. On January 1, 2022, a portion of the Township of Guelph/Eramosa encompassing the Dolime Quarry was annexed by the City of Guelph (see Schedules “C2” and “C3”). To Enbridge Gas’ knowledge, this is the only change to the municipal boundaries since the existing CPCN was issued. The request for a new CPCN to cover all of the current Township of Guelph/Eramosa addresses this reduction in the area currently covered by the EB-2007-0021 CPCN issued in 2007.
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 Township of Guelph / Eramosa.
7. On May 21, 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 9.2-CL of the Council of the Municipality and the associated Clerks Department Report 24-03 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 20-2024 and the proposed franchise agreement. The Township of Guelph/Eramosa has provided first and second readings of its draft by-law.
10. Enbridge Gas has franchise agreements with and Certificates of Public Convenience and Necessity for the City of Cambridge, the Township of Centre Wellington, the Town of Erin, the City of Guelph, the Town of Halton Hills, the Town of Milton, the Township of Puslinch and the Township of Woolwich, which are immediately adjacent to the municipality. Enbridge Gas is not aware of any other natural gas distributor operating 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:

Township of Guelph/Eramosa
8348 Wellington Road 124
Rockwood, ON N0B 2K0
Attention: Amanda Knight, Clerk
Telephone: (519) 856-9596 ext. 125
Email: aknight@get.on.ca

The address for Enbridge Gas' regional operations office is:

Enbridge Gas
603 Kumpf Drive
Waterloo, ON N2J 4A4
Attention: Murray Costello, Director, Regional Operations
Email: murray.costello@enbridge.com

13. 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 Township of Guelph / Eramosa is the *Guelph Mercury Tribune*. 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 Township of Guelph/Eramosa is, by by-law, to grant Enbridge Gas the right to construct and operate works for the distribution, transmission and storage of natural gas and the right to extend and add to the works; and
 - (b) an Order pursuant to s.9(4) directing and declaring that the assent of the municipal electors of the Township of Guelph/Eramosa 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 Township of Guelph/Eramosa and replacing it with a Certificate of Public Convenience and Necessity to construct works to supply natural gas in the current Township of Guelph/Eramosa.

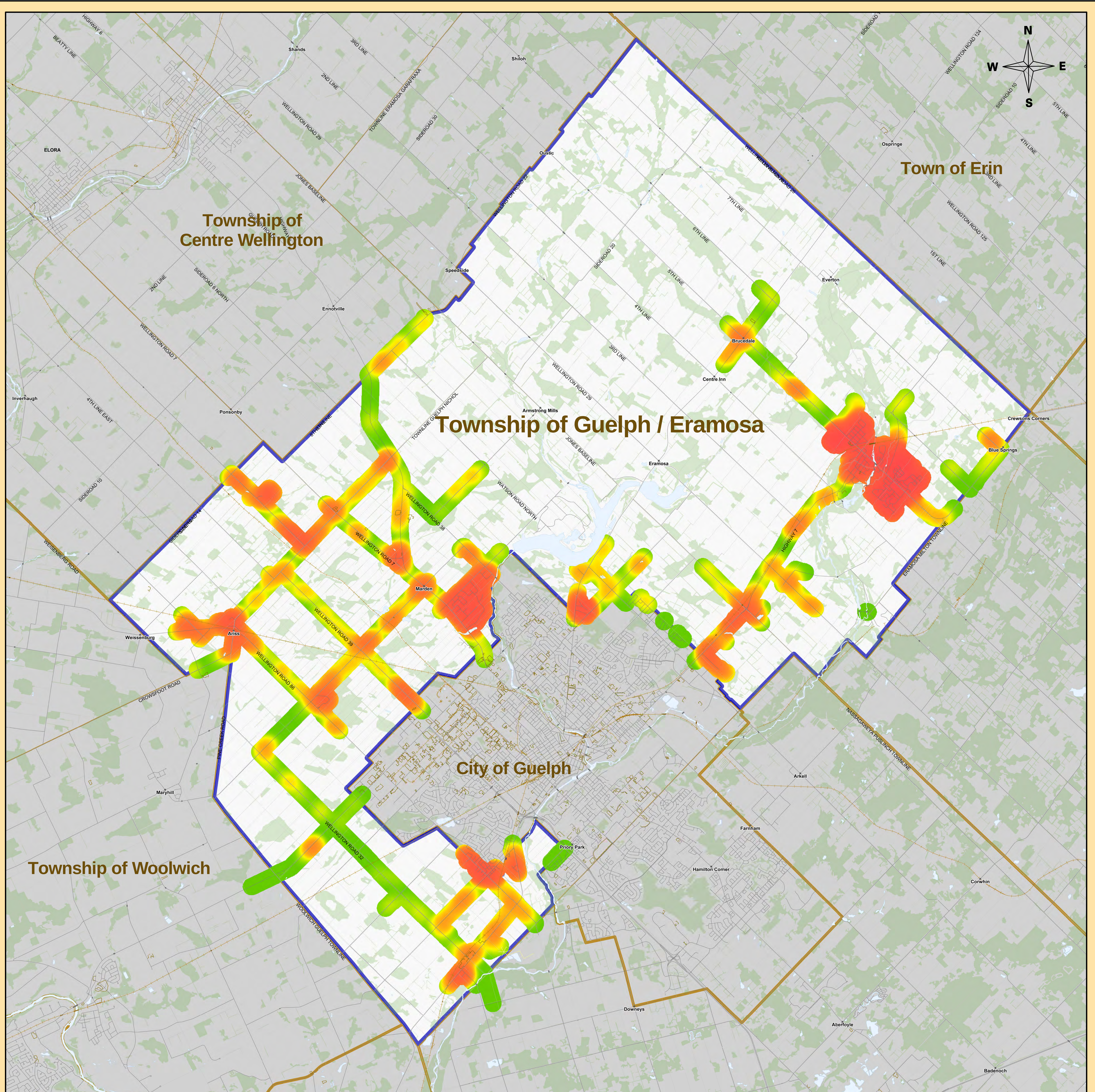
DATED at the Municipality of Chatham-Kent, in the Province of Ontario this 28th day of May, 2024.

ENBRIDGE GAS INC.

Patrick McMahon
Technical Manager
Regulatory Research and Records

Comments respecting this Application should be directed to:

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



Township of Guelph / Eramosa

- Legend**

 - Enbridge Gas Pipeline Coverage Area
 - Township of Guelph / Eramosa
 - Roads
 - Railways
 - Municipal and Township Boundaries
 - First Nation Boundaries

A horizontal timeline with tick marks labeled 0, 1, 2, 3, 4, and 5.

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

Customer Density

Low High



**The Corporation of the Township of
Guelph/Eramosa**

By-law Number 36/2004

**A by-law to authorize the Mayor and Clerk
to enter into a franchise agreement with
Union Gas Limited.**

WHEREAS the Council of the Corporation of the Township of Guelph/Eramosa deems it expedient to enter into the attached franchise agreement (the "Franchise Agreement") with Union Gas Limited; and

WHEREAS the Ontario Energy Board by its Order issued pursuant to The Municipal Franchise Act on the 17th day of August, 2004, has approved the terms and conditions upon which and the period for which the franchise provided in the Franchise Agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of this By-law is not necessary;

NOW THEREFORE, the Council of the Corporation of the Township of Guelph/Eramosa hereby enacts as follows:

1. That the Franchise Agreement between the Corporation of the Township of Guelph/Eramosa and Union Gas Limited, attached hereto as Schedule "A" and forming part of this by-law, is hereby authorized and the franchise approved for therein is hereby granted.
2. That the Mayor and Clerk be and they are hereby authorized and instructed on behalf of the Corporation of the Township of Guelph/Eramosa to enter into and execute under its corporate seal and deliver the Franchise Agreement, which is hereby incorporated into and forming part of this By-law.
3. That the following by-laws be and the same are hereby repealed:

By-law 21/88 for the former Corporation of the Township of Guelph, passed in Council on the 1st day of November, 1989; and

By-law 53-93 for the former Corporation of the Township of Eramosa, passed in Council on the 19th day of September, 1994.
4. That this by-law shall come into force and take effect as of the final passing thereof.

READ a first and second time
this 17th day of May, 2004.

[Original Signed By Clint Martin]

Clint Martin, Mayor

[Original Signed By Janice Sheppard]

Janice Sheppard, Clerk

Read a third time and finally
passed this 7th day of September, 2004.

[Original Signed By Clint Martin]

Clint Martin, Mayor

[Original Signed By Janice Sheppard]

Janice Sheppard, Clerk

2000 Model Franchise Agreement

THIS AGREEMENT effective this 7 day of September, 2004

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF GUELPH/ERAMOSA

hereinafter called the "Corporation"

- and -



uniongas

LIMITED

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

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

6. As Built Drawings

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

7. Emergencies

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

8. Restoration

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

9. Indemnification

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

10. Insurance

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

11. **Alternative Easement**

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

12. **Pipeline Relocation**

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

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

Part IV - Procedural And Other Matters

13. Municipal By-laws of General Application

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

14. Giving Notice

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

15. Disposition of Gas System

- (a) If the Gas Company decommissions part of its gas system affixed to a bridge, viaduct or structure, the Gas Company shall, at its sole expense, remove the part of its gas system affixed to the bridge, viaduct or structure.
- (b) If the Gas Company decommissions any other part of its gas system, it shall have the right, but is not required, to remove that part of its gas system. It may exercise its right to remove the decommissioned parts of its gas system by giving notice of its intention to do so by filing a Plan as required by Paragraph 5 of this Agreement for approval by the Engineer/Road Superintendent. If the Gas Company does not remove the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in any highway, the Corporation may remove and dispose of so much of the decommissioned gas system as the Corporation may require for such purposes and neither party shall have recourse against the other for any

loss, cost, expense or damage occasioned thereby. If the Gas Company has not removed the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in a highway, the Gas Company may elect to relocate the decommissioned gas system and in that event Paragraph 12 applies to the cost of relocation.

16. Use of Decommissioned Gas System

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

17. Franchise Handbook

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

18. **Other Conditions**

Notwithstanding the cost sharing arrangements described in Paragraph 12, if any part of the gas system altered or relocated in accordance with Paragraph 12 was constructed or installed prior to January 1, 1981, the Gas Company shall alter or relocate, at its sole expense, such part of the gas system at the point specified, to a location satisfactory to the Engineer/Road Superintendent.

19. **Agreement Binding Parties**

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

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

**THE CORPORATION OF THE TOWNSHIP
OF GUELPH/ERAMOSA**

Per: *[Original Signed By Clint Martin]*

Clint Martin, Mayor

Per: *[Original Signed By Janice Sheppard]*

Janice Sheppard, Clerk

UNION GAS LIMITED

Per: *[Original Signed By Christine Jackson]*

Christine Jackson, Assistant Secretary

EB-2007-0021

Certificate of Public Convenience and Necessity

The Ontario Energy Board hereby grants

Union Gas Limited

approval under section 8 of the *Municipal Franchises Act*, R.S.O. 1990, c. M.55, as amended, to construct works to supply gas to the

Township of Guelph/Eramosa

This certificate replaces the portions of the certificates associated with the former townships that are now within the Township of Guelph/Eramosa.

DATED at Toronto, April 10, 2007

ONTARIO ENERGY BOARD

Original signed by

Neil McKay
Manager, Facilities Applications

Government Notices — Other Avis du gouvernement — Autres

Ministry of Municipal Affairs and Housing Ministère des Affaires municipales et du Logement

ORDER MADE UNDER THE *MUNICIPAL ACT, 2001, S.O. 2001, c.25* CITY OF GUELPH, TOWNSHIP OF GUELPH/ERAMOSA COUNTY OF WELLINGTON

DEFINITIONS

1. In this Order,

“annexed area” means the area comprised of the lands described in section 2 of this Order;

“City” means The Corporation of the City of Guelph;

“County” means The Corporation of the County of Wellington; and

“Township” means The Corporation of the Township of Guelph/Eramosa.

ANNEXATION

2.

- (1) On January 1, 2022, the area described in the Schedule is annexed to the City.
- (2) All real property of the Township including any highway, street fixture, waterline, or sewer main of the annexed area described in the Schedule or easement and restrictive covenant running with the land described in the Schedule vests in the City on January 1, 2022.
- (3) Despite subsection (2), all other assets and liabilities of the Township or the County that are located in the annexed area described in the Schedule remain the assets and liabilities of the Township or the County, as the case may be.
- (4) Despite subsection (2), any litigation commenced prior to January 1, 2022, with respect to the annexed area described in the Schedule remains the obligation of the Township or the County, as the case may be.

WARDS

3. The annexed area shall form part of Ward 5 in the City.

ASSESSMENT

4. For the purpose of the assessment roll to be prepared for the City for taxation in the part of the year that the annexation under section 2 takes effect, the annexed area shall be deemed to be part of the City and the annexed area shall be assessed on the same basis that the assessment roll for the City is prepared.

TAXES, ETC.

5.

- (1) All real property taxes, special rates or charges levied under any general or special Act in the annexed area which are due and unpaid on December 31, 2021 shall be deemed on January 1, 2022 to be taxes, rates or charges due and payable to the City and may be collected by the City.
- (2) On or before January 15, 2022, the clerk of the Township shall prepare and furnish to the clerk of the City a special collector's roll showing all arrears of real property taxes, charges or special rates assessed against the land in the

annexed area up to and including December 31, 2021, and the persons assessed for them.

- (3) On or before the fifteenth day following the day that the City has received the special collector's roll from the Township under subsection (2), the City shall pay to the Township the total amount of any outstanding arrears, inclusive of penalties, accrued to January 1, 2022, in respect of the annexed area, and thereafter any arrears and penalties collected by the City in respect of the annexed area shall accrue to the City.
- (4) If the Township has commenced tax sales procedures under the *Municipal Act, 2001* for any part of the annexed area in the Schedule and the procedures are not completed by January 1, 2022 the City may continue the procedures.

MUNICIPAL BY-LAWS

6.

- (1) On January 1, 2022, the by-laws of the City extend to the annexed area and shall remain in force in the annexed area until they expire or are repealed or amended to provide otherwise.
- (2) Notwithstanding subsection (1), the by-laws of the Township cease to apply to the annexed area except for,
 - (a)
 - (i) by-laws passed under section 17, 34 or 41 of the *Planning Act* or a predecessor of those sections; and
 - (ii) by-laws passed under the *Highway Traffic Act* or the *Municipal Act, 2001* or a predecessor of those Acts to regulate the use of highways by vehicles and pedestrians and to regulate the encroachment or projection of buildings upon or over highways,
 which shall remain in force until amended or repealed by the City, and;
 - (b) by-laws passed under,
 - (i) sections 45, 58 or 61 of the *Drainage Act* or a predecessor of those sections;
 - (ii) by-laws passed under section 10 of the *Weed Control Act* or a predecessor of that section; and
 - (iii) by-laws conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the Township.

(3) The official plan of the County as it applies to the annexed area, and as approved under the *Planning Act* or a predecessor of that Act, becomes an official plan of the City and shall remain in force until revoked or amended to provide otherwise.

(4) If the Township has commenced procedures to enact a by-law under any Act or the County has commenced procedures to adopt an official plan or an amendment thereto under the *Planning Act* and that by-law, official plan or amendment applies to the annexed area and is not in force on January 1, 2022, the City may continue the procedures to enact the by-law or adopt the official plan or amendment to the extent that it applies to the annexed area.

DISPUTE RESOLUTION

7.

- (1) If a dispute arises with respect to any issue arising out of the interpretation of this Order, any of the municipalities

may refer the matter in dispute for resolution through mediation. The mediator shall be agreed upon by all parties.

- (2) If the dispute is not resolved through mediation or the parties cannot agree upon the selection of a mediator, then the matter may be referred to arbitration, to be conducted in accordance with the provisions of the *Arbitration Act, 1991*, except as provided herein.
- (3) Where a dispute is referred to arbitration under subsection (2), the decision of the arbitrator shall be final.
- (4) The costs of the mediation under subsection (1) or arbitration proceedings under subsection (2) shall be shared equally between the parties that required the mediation or arbitration proceedings.

SCHEDULE

FIRSTLY:

Lands in the Township of Guelph/Eramosa, in the County of Wellington, being lands described as Part of Lot 1, Concession 1, Division E, Part of Lots 1 to 5, Concession 5, Division G, Part of the Road Allowance between Concessions 4 and 5, Division G, Part of the Road Allowance between Lot Broken Front, Concession 4, Division G and Lot 1, Concession 1, Division E, and Part of the Road Allowance between Lot 1, Concession 5, Division G and Lot 1, Concession 1, Division E, designated as Part 1 on Reference Plan 61R-22072, and being part of Property Identification Number 71488-0188 (LT), in the Land Registry Office for the Land Titles Division of Wellington (No. 61);

SECONDLY:

Lands in the Township of Guelph/Eramosa, in the County of Wellington, being lands described as Part of Lots 3, 4, and 5, Concession 5, Division G, designated as Parts 2, 3, and 7 on Reference Plan 61R-22072, and being part of Property Identification Number 71488-0188 (LT), in the Land Registry Office for the Land Titles Division of Wellington (No. 61);

THIRDLY:

Lands in the Township of Guelph/Eramosa, in the County of Wellington, being lands described as Part of Lot 5, Concession 5, Division G, designated as Parts 4 to 6 inclusive on Reference Plan 61R-22072, and being part of Property Identification Number 71488-0188 (LT), in the Land Registry Office for the Land Titles Division of Wellington (No. 61);

FOURTHLY:

Lands in the Township of Guelph/Eramosa, in the County of Wellington, being lands described as Part of Lots 1 and 2, Concession 5, Division G, and Part of the Road Allowance between Concessions 4 and 5, Division G, designated as Part 8 on Reference Plan 61R-22072, and being part of Property Identification Number 71488-0188 (LT), in the Land Registry Office for the Land Titles Division of Wellington (No. 61);

FIFTHLY:

Lands in the Township of Guelph/Eramosa, in the County of Wellington, being lands described as Part of Lot 1, Concession 1, Division E and Part of the Road Allowance between Lot Broken Front, Concession 4, Division G and Lot 1, Concession 1, Division E, designated as Parts 9 to 11 inclusive on Reference Plan 61R-22072, and being part of Property Identification Number 71488-0188 (LT), in the Land Registry Office for the Land Titles Division of Wellington (No. 61); and

SIXTHLY:

Lands in the Township of Guelph/Eramosa, in the County of Wellington, being lands described as Part of the Road Allowance between Lot Broken Front, Concession 4, Division G and Lot 1, Concession 1, Division E, designated as Part 12 on Reference Plan 61R-22072, and being part of Property Identification Number 71488-0188 (LT), in the Land Registry Office for the Land Titles Division of Wellington (No. 61).

Dated on December 3, 2021

STEVE CLARK
Minister of Municipal Affairs and Housing

(154-G394)

Marriage Act Loi sur le mariage

CERTIFICATE OF PERMANENT REGISTRATION as a person authorized to solemnize marriage in Ontario have been issued to the following:

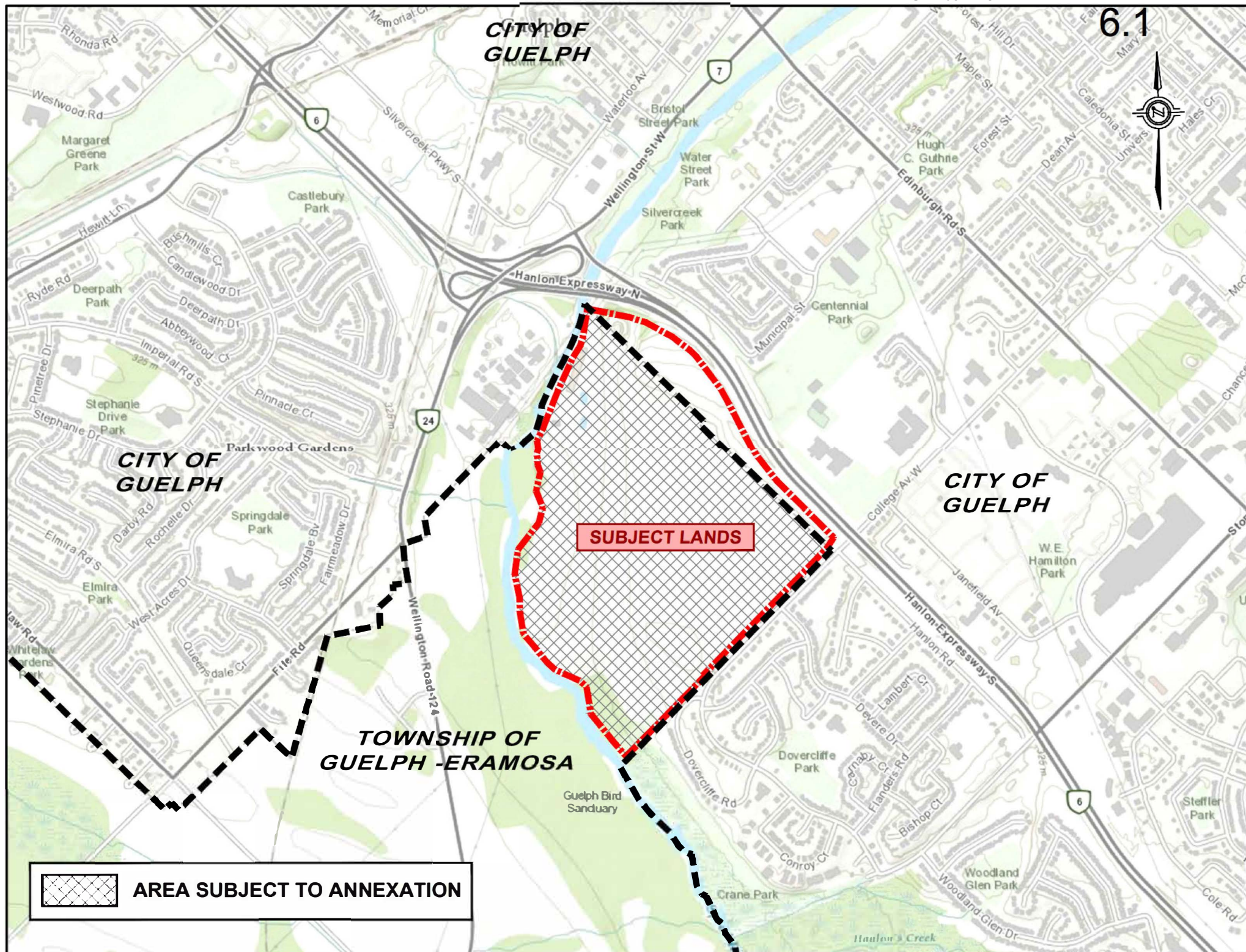
LES CERTIFICATS D'ENREGISTREMENT PERMANENT autorisant à célébrer des mariages en Ontario ont été délivrés aux suivants :

November 29, 2021 to December 05, 2021

Name Nom	Location Lieu	Effective Date Date d'Entrée en Vigueur
Adriano, Kevin Joshua	Ajax, ON, CA	30-Nov-2021
Bonilla, Andres	London, ON, CA	30-Nov-2021
Boyewa, Hanna	Etobicoke, ON, CA	30-Nov-2021
Courtemanche, Jean-Paul Normand	Gloucester, ON, CA	30-Nov-2021
Hay, James John	King City, ON, CA	30-Nov-2021
Lugo Tapia, Martin Santos	Scarborough, ON, CA	30-Nov-2021
MacMillan, Maurice Bernard	North Bay, ON, CA	30-Nov-2021
Patterson, Blossom	Mississauga, ON, CA	30-Nov-2021
Reid, Alexander Christopher	Woodbridge, ON, CA	30-Nov-2021
Schwab, Jessica Lynn	Amherstburg, ON, CA	30-Nov-2021
Seaton, Wilmouth Glenroy	Woodbridge, ON, CA	30-Nov-2021
Smith, Susan Faith Micheline	Windsor, ON, CA	30-Nov-2021
Trigg, Eric Bruce	Oakville, ON, CA	30-Nov-2021
Williams, Aubrey McNeil	Grimsby, ON, CA	30-Nov-2021

Re-Registrations

Name Nom	Location Lieu	Effective Date Date d'Entrée en Vigueur
Currie-Payant, Jillienne Jean	Ottawa, ON, CA	30-Nov-2021
Earle, Raymond William	Toronto, ON, CA	30-Nov-2021



THE CORPORATION OF THE TOWNSHIP OF GUELPH/ERAMOSA

Moved by: Corey Woods

Date: Tuesday, May 21, 2024

Seconded by: Bruce Dickieson

Resolution Number: 5/21/2024 – 9.2 - CL

9.2

Be it resolved that the Council of the Township of Guelph/Eramosa has received Clerks Department Report 24/03 regarding the renewal of the Enbridge Gas Franchise Agreement; and

That the Council of the Township of Guelph/Eramosa approve the form of draft by-law and franchise agreement attached hereto and authorizes the submission thereof to the Ontario Energy Board for approval pursuant to the provisions of Section 9 of the *Municipal Franchises Act*; and

That the Council of the Township of Guelph/Eramosa make an Order declaring and directing that the assent of the municipal electors to the attached draft by-law and franchise agreement pertaining to the Corporation of the Township of Guelph/Eramosa is not necessary pursuant to provisions of Section 9(4) of the *Municipal Franchises Act*.

[Original Initialed By Chris White]

Recorded Vote Requested By:

	Yea	Nay
DICKIESON, B.	___	___
WOODS, C.	___	___
LIEBIG, S.	___	___
BOUWMEESTER, M.	___	___
WHITE, C.	___	___

MAYOR

Tabled ___ Lost ___ Carried ✓

Declaration of Pecuniary Interest:

Disclosed his/her/their interest(s), vacated his/her/their seat(s), abstained from discussion and did not vote.

Copied to:

☐ Building
☐ By-Law Enforcement
☐ Engineer
☐ Fire
☐ Planning/Planner
☐ PLS
☐ Public Works

CLERKS DEPARTMENT REPORT**REPORT 24/03**

TO: Mayor and Members of Council
FROM: Amanda Knight, Clerk/Director of Legislative Services
MEETING DATE: Monday, May 6, 2024
SUBJECT: Enbridge Gas Franchise Renewal Agreement

RECOMMENDATION:

Be it resolved that the Council of the Township of Guelph/Eramosa has received Clerks Department Report 24/03 regarding the renewal of the Enbridge Gas Franchise Agreement; and

That the Council of the Township of Guelph/Eramosa approve By-law 18-2024, being A by-law to authorize a franchise agreement between the Corporation of the Township of Guelph/Eramosa and Enbridge Gas inc.

BACKGROUND

In September of 2004, Council for the Township of Guelph/Eramosa passed a By-law (36/2004) to enter into a franchise agreement with (the company at the time) Union Gas Limited. The duration of the agreement was stipulated to be 20 years, which will set an expiration date of September of 2024.

DISCUSSION

After discussion with the Township Solicitor, the Township has reviewed the proposed renewal agreement and provided the final draft agreement to be approved by Council as By-law 18/2024, with the agreement itself forming an attachment to the By-law. There are no major notable changes to the agreement to identify. Staff supports the extension of this agreement for an additional 20 year term, as set out in the agreement.

FINANCIAL IMPACT

There are no impacts to the 2024 budget as a result of this report

ATTACHMENTS

Attachment #1 - By-law 18/2024 - A by-law to authorize a franchise agreement between the Corporation of the Township of Guelph/Eramosa and Enbridge Gas inc.

Township of Guelph/Eramosa
Staff Report 24-03
5/6/2024

Respectfully Submitted,

Amanda Knight, Clerk/Director of Legislative Services

Reviewed By:

Ian Roger, P. Eng
CAO

**The Corporation of the Township of
Guelph/Eramosa**

By-law Number 20/2024

A by-law to authorize a franchise agreement between the Corporation of the Township of Guelph/Eramosa and Enbridge Gas inc., and to repeal By-law 18/2024

WHEREAS the Council of the Corporation of the Township of Guelph / Eramosa 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 Council of the Corporation of the Township of Guelph / Eramosa enacts as follows:

1. **THAT** the Franchise Agreement between the Corporation of the Township of Guelph / Eramosa and Enbridge Gas Inc. attached hereto and forming part of this by-law, is hereby authorized and the franchise provided for therein is hereby granted.
2. **THAT** the Mayor and Clerk be and they are hereby authorized and instructed on behalf of the Corporation of the Township of Guelph / Eramosa to enter into and execute under its corporate seal and deliver the Franchise Agreement, which is hereby incorporated into and forming part of this By-Law.
3. **THAT** the following by-law be hereby repealed:
 - By-law No. 36/2004 for the Corporation of the Township of Guelph / Eramosa, passed in Council on the 7th day of September, 2004.
 - By-law No. 18/2024 for the Corporation of the Township of Guelph / Eramosa, passed in Council on the 6th day of May, 2024.
4. **THAT** this by-law shall come into force and take effect as of the final passing thereof.

Read a first time this 21st day of May, 2024.

Read a second time this 21st day of May, 2024.

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

Chris White, Mayor

Amanda Knight, Clerk

2000 Model Franchise Agreement

THIS AGREEMENT effective this day of , 2024

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF GUELPH / ERAMOSA

hereinafter called the "Corporation"

- and -

ENBRIDGE GAS INC.

hereinafter called the "Gas Company"

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

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

THEREFORE the Corporation and the Gas Company agree as follows:

Part I - Definitions

1. In this Agreement

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

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

Part II - Rights Granted

2. To provide gas service

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

3. To Use Highways

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

4. Duration of Agreement and Renewal Procedures

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

or

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

Part III – Conditions

5. Approval of Construction

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

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

6. As Built Drawings

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

7. Emergencies

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

8. **Restoration**

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

9. **Indemnification**

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

10. **Insurance**

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

11. **Alternative Easement**

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

12. **Pipeline Relocation**

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

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

Part IV - Procedural And Other Matters

13. Municipal By-laws of General Application

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

14. Giving Notice

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

15. Disposition of Gas System

- (a) If the Gas Company decommissions part of its gas system affixed to a bridge, viaduct or structure, the Gas Company shall, at its sole expense, remove the part of its gas system affixed to the bridge, viaduct or structure.
- (b) If the Gas Company decommissions any other part of its gas system, it shall have the right, but is not required, to remove that part of its gas system. It may exercise its right to remove the decommissioned parts of its gas system by giving notice of its intention to do so by filing a Plan as required by Paragraph 5 of this Agreement for approval by the Engineer/Road Superintendent. If the Gas Company does not remove the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in any highway, the Corporation may remove and dispose of so much of the decommissioned gas system as the Corporation may require for such purposes and neither party shall have recourse against the other for

any loss, cost, expense or damage occasioned thereby. If the Gas Company has not removed the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in a highway, the Gas Company may elect to relocate the decommissioned gas system and in that event Paragraph 12 applies to the cost of relocation.

16. Use of Decommissioned Gas System

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

17. Franchise Handbook

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

18. Other Conditions

Notwithstanding the cost sharing arrangements described in Paragraph 12, if any part of the gas system altered or relocated in accordance with Paragraph 12 was constructed or installed prior to January 1, 1981, the Gas Company shall alter or relocate, at its sole expense, such part of the gas system at the point specified, to a location satisfactory to the Engineer/Road Superintendent.

19. Agreement Binding Parties

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

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

THE CORPORATION OF THE TOWNSHIP OF GUELPH / ERAMOSA

Per: _____
Chris White, Mayor

Per: _____
Amanda Knight, Clerk

ENBRIDGE GAS INC.

Per: _____
Mark Kitchen, Director, Regulatory Affairs

Per: _____
Murray Costello, Director, Regional Operations