



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

October 24, 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 – County of Simcoe
Ontario Energy Board File No. EB-2024-0280**

In accordance with instructions set out by the Ontario Energy Board's Letter of Direction dated October 18, 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 County of Simcoe 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 County of Simcoe;

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 County of Simcoe to the by-law is not necessary.

-: AFFIDAVIT OF SERVICE :-

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

1. I am an employee in the Chatham Office of Enbridge Gas Inc., the Applicant in the matter referred to in the preamble to this my Affidavit and I have personal knowledge of the matters herein deposed to.
2. By courier on October 21, 2024, a true copy of the Notice of Hearing issued by the Ontario Energy Board on October 18, 2024 and a true copy of the Application dated September 24, 2024 to the above preamble, along with a cover letter, was sent to the Township of Douro-Dummer, attached hereto as Exhibit "A".
3. Pursuant to the October 18, 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 24th day of)
 October 2024.)

 Gary Collins

 A Commissioner, etc.

This is Exhibit "A" to the
Affidavit of Gary Collins sworn
before me this 24th day of
October 2024.

County of Simcoe
1110 Highway 26
Midhurst, ON L9X 1N6

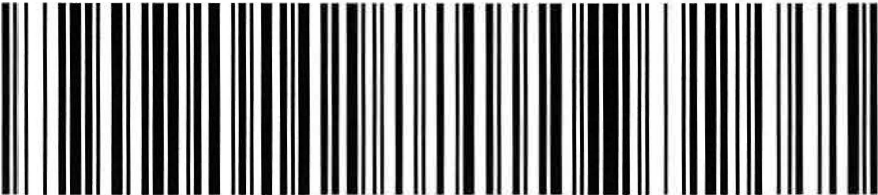
(705) 735-6901

Attention: John Daly, County Clerk

A Commissioner, etc

FROM/DE: UNION GAS 50 KEIL DR N APT/SUITE DOCK A CHATHAM, ONTARIO N7L3V9 519-436-4600 SIN: NET76672770 PIN: NET76672770 REF: P.MCMANION WGT: 1.00 LBS DWT: 0.90 LBS DIM: 1X1X1 INCHES		TO/A: COUNTY OF SIMCOE 1110 HIGHWAY 26 MIDHURST, ON L9X1N6 705-735-6901 ATTN: JOHN DALY		V
INSTRUCTIONS:		GRD		
		PREPAID		


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BARRIE



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STANDARD TERMS AND CONDITIONS APPLY



NET76672770

LOOMIS Express



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

October 21, 2024

John Daly, County Clerk
County of Simcoe
1110 Highway 26
Midhurst, ON L9X 1N6

Dear Mr. Daly:

**Re: Enbridge Gas Inc.
Application for Approval of Franchise Agreement
County of Simcoe
Ontario Energy Board File No. EB-2024-0280**

In accordance with instructions set out by the Ontario Energy Board's Letter of Direction dated October 18, 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 County of Simcoe.

The Ontario Energy Board has arranged for publication of the Notice of Hearing in the *Simcoe Reformer* newspaper on Thursday October 31, 2024 as well as on the www.simcoereformer.ca, www.simcoe.com and www.barrietoday.com web sites from Thursday, October 31, 2024 through Sunday, November 10, 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 for the renewal of its Natural Gas Franchise with the County of Simcoe

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

- **An order approving the renewal of a natural gas franchise agreement with the County of Simcoe.** 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 in and through the County of Simcoe for the next 20 years.
- **An order directing that the acceptance of the municipal electors of the County of Simcoe is not required in relation to the by-law approving the natural gas franchise agreement.**

YOU SHOULD KNOW

THE ONTARIO ENERGY BOARD WILL HOLD A PUBLIC HEARING

There are three types of OEB Hearings: oral, electronic and written. If you have a preference for the type of hearing, you can write to us to explain why. During this hearing, we will question the applicant about its application. We will also hear questions and arguments from participants that have registered as Intervenor. After reviewing all the evidence, we will decide whether to approve this application.

HAVE YOUR SAY

You have the right to information about this application and to participate in the process. Visit www.oeb.ca/participez and use file number **EB-2024-0280** 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 **November 20, 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/participez

Enbridge Gas Inc.

■ 1 877-362-7434

☉ Monday - Friday: 8:30 AM - 5:00 PM

🌐 enbridgegas.com

This hearing will be held under sections 9(4) and 10 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. a déposé une requête en vue de renouveler son contrat de franchise de gaz naturel avec le comté de Simcoe

Enbridge Gas Inc. (Enbridge Gas) demande à la Commission de l'énergie de l'Ontario (CEO) :

- **Une ordonnance approuvant le renouvellement d'un contrat de franchise de gaz naturel avec le comté de Simcoe.** Pendant les 20 prochaines années, Enbridge Gas conserverait ainsi le droit de construire, d'exploiter et d'agrandir le réseau de distribution de gaz naturel et de distribuer, stocker et transporter le gaz naturel dans et à travers le comté de Simcoe.
- **Un arrêté ordonnant que l'acceptation des électeurs municipaux du comté de Simcoe n'est pas nécessaire en ce qui a trait au règlement administratif approuvant l'accord de franchise de gaz naturel.**

À SAVOIR

LA COMMISSION DE L'ÉNERGIE DE L'ONTARIO TIENDRA UNE AUDIENCE PUBLIQUE

Il existe trois types d'audiences à la CEO : les audiences orales, les audiences électroniques et les audiences écrites. Si vous avez une préférence en ce qui concerne le format de l'audience, vous pouvez nous écrire pour nous en expliquer les raisons. Au cours de cette audience, nous interrogerons le requérant sur sa demande. Nous entendrons également les questions et arguments des participants inscrits en tant qu'intervenants. Après avoir examiné tous les éléments de preuve, nous déciderons d'approuver ou non cette requête.

DONNEZ VOTRE AVIS

Vous avez le droit d'être informés au sujet de cette requête et de participer au processus. Visitez le site www.oeb.ca/fr/participez et utilisez le numéro de dossier **EB-2024-0280** pour :

- examiner la requête;
- présenter une demande pour devenir un intervenant.
- envoyer une lettre comportant vos commentaires;

DATES IMPORTANTES

Vous devez communiquer avec la CEO au plus tard le **20 novembre 2024** afin de :

- fournir des renseignements sur le type d'audience (orale, électronique ou écrite);
- présenter une demande en vue de devenir un intervenant.

À défaut de cela, l'audience se déroulera sans vous et vous ne recevrez plus d'avis dans le cadre de la présente procédure.

PROTECTION DES RENSEIGNEMENTS PERSONNELS

Si vous écrivez une lettre de commentaires, votre nom et le contenu de cette lettre seront ajoutés au dossier public et au site Web de la CEO. Si vous êtes une entreprise ou si vous demandez à devenir un intervenant, tous les renseignements que vous déposez seront disponibles sur le site Web de la CEO.

POUR EN SAVOIR PLUS

Commission de l'énergie de l'Ontario

■ /ATS: 1 877-632-2727

☉ Du lundi au vendredi, de 8 h 30 à 17 h

🌐 oeb.ca/fr/participez

Enbridge Gas Inc.

■ 1-866-763-5427

☉ Du lundi au vendredi, de 8 h 30 à 17 h 00

🌐 enbridgegas.com

Cette audience sera tenue en vertu des articles 9(4) et 10 de la **Loi sur les concessions municipales**, L.R.O. 1990, chap. M55

This document is also available in English.



Commission
de l'énergie
de l'Ontario



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

September 24, 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 Approval of Franchise Agreement
County of Simcoe**

Attached is an Application by Enbridge Gas Inc. for Orders of the Ontario Energy Board with respect to a Franchise Agreement with the County of Simcoe pursuant to section 10 of the *Municipal Franchises Act*. There is a disagreement between Enbridge Gas Inc. and the County of Simcoe 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: 2024.09.24
10:49:52 -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 County of Simcoe 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 County of Simcoe;

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 County of Simcoe to the by-law is not necessary.

APPLICATION

1. Enbridge Gas Inc. (Enbridge Gas), a regulated public utility, is a corporation incorporated under the laws of the Province of Ontario, with its offices in the City of Toronto and the Municipality of Chatham-Kent.
2. The Corporation of the County of Simcoe (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 118,000 customers in the lower-tier municipalities within the County of Simcoe. Enbridge Gas and its predecessors have been providing access to natural gas distribution services within the lower-tier municipalities in the County of Simcoe since approximately 1956.
3. The County of Simcoe is an upper-tier regional municipality comprised of sixteen municipalities – the Township of Adjala-Tosorontio, the Town of Bradford West Gwillimbury, the Town of Collingwood, the Township of Clearview, the Township of Essa, the Town of Innisfil, the Town of Midland, the Town of New Tecumseth, the Township of Oro-Medonte, the Town of Penetanguishene, the Township of Ramara, the Township of Severn, the Township of Springwater, the Township of Tay, the Township of Tiny and the Town of Wasaga Beach. The City of Barrie and the City of Orillia are located within the County of Simcoe but are politically independent single-tier municipalities. Enbridge Gas has Franchise Agreements with and Certificates of Public Convenience and Necessity for each of the municipalities within the County of Simcoe.
4. Enbridge Gas has two existing franchise agreements in place with the County of Simcoe – one effective August 26, 2003 (pursuant to Bylaw 4951) with Enbridge Gas Distribution (attached as Schedule B(1)) and one effective February 28, 2008 (pursuant to By-law 5546) with Union Gas Limited (attached as Schedule B(2)). This application proposes to replace both of these existing franchise agreements with a single franchise agreement.

5. Enbridge Gas does not have a Certificate of Public Convenience and Necessity for the County of Simcoe. As is noted in the *Natural Gas Facilities Handbook*, the OEB will generally only grant Certificates at the lower-tier municipal level to avoid duplication. Enbridge Gas does hold Certificates for each of the lower-tier municipalities within the County of Simcoe.
6. On November 7, 2022, the County of Simcoe was notified that Enbridge Gas was looking to establish a single franchise agreement between Enbridge Gas and the County of Simcoe which would replace franchise agreements currently existing with Enbridge Gas Distribution and Union Gas. The County of Simcoe was informed that the initiation of the franchise agreement renewal discussions was being triggered by the existing franchise agreement between Enbridge Gas Distribution and the County of Simcoe that was scheduled to expire on August 26, 2023.
7. At that time, Enbridge Gas informed the County of Simcoe that the current Model Franchise Agreement was to be used as the model for such renewals. Enbridge Gas provided the County of Simcoe with a draft bylaw, a draft resolution and the Model Franchise Agreement to be used for the renewal process. The County of Simcoe was also provided with a copy of the Gas Franchise Handbook as an explanatory supplement to the Model Franchise Agreement.
8. In December 2022, the County of Simcoe identified proposed revisions to the Model Franchise Agreement. Specifically, the County of Simcoe was looking to change:
 - Paragraph 11 (Alternative Easement) such that the County would not be responsible to share the cost of relocating gas lines if the property is no longer available;
 - Paragraph 12(a) (Pipeline Relocation) such that “a reasonable period of time” to complete a requested relocation of a pipeline would be defined as per the *Public Service Works on Highway Act* to be 60 days from the notice date;
 - Paragraph 12 to add a clause to address where the road authority incurs a loss or expense by reason of the utility not taking up or relocating utility infrastructure by the date specified in a notice given, the utility company shall compensate the road authority for such loss or expense; and
 - Paragraph 15(b) (Disposition of Gas System) such that requirements would be added to remove decommissioned systems within a road right-of-way when needed. The County of Simcoe suggested that if a gas system is relocated as part of a road reconstruction project, the decommissioned pipeline should be removed at no extra cost.
9. On February 28, 2023, the Council of the Municipality gave approval to a resolution that the Performance Management recommendations contained within the Committee of the Whole Report dated February 14, 2023 be approved. Those recommendations included:
 - That the Warden and County Clerk execute an agreement with Enbridge Gas in a final form deemed acceptable by County staff; and

- That the necessary by-law be presented that contains the final form and content of the Franchise Agreement with Enbridge and that 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 upon receipt of an approved Ontario Energy Board Agreement, that Council requests that the Ontario Energy Board make an Order declaring and directing that the assent of the municipal electors via by-law and franchise agreement pertaining to the Corporation of the County of Simcoe is not necessary pursuant to the provisions of Section 9(4) of the *Municipal Franchises Act*.
10. Attached at Schedule “C1” are the minutes from the County of Simcoe council meeting dated February 28, 2023. Attached at Schedule “C2” is the Performance Management Report CCW – 2023-051 dated February 14, 2023 discussed at the February 28, 2023 council meeting.
 11. Discussions continued for several months between Enbridge Gas and the County of Simcoe in order to come to an agreement with respect to the use of the Model Franchise Agreement.
 12. The OEB’s *Natural Gas Facilities Handbook* directs that franchise agreements be based on the model franchise agreement unless there are compelling reasons to deviate from it. Enbridge Gas does not believe that the County of Simcoe has raised any issues unique to the County of Simcoe that would lead the OEB to consider such a deviation.
 13. The OEB adopted the model franchise agreement and its terms and conditions following significant input from the Association of Municipalities of Ontario (AMO) and the natural gas utilities of the day as a tool to efficiently administer the many franchise agreements across Ontario. Enbridge Gas has franchise agreements in place with 312 single/lower-tier municipalities and 27 upper-tier municipalities, all in the form of the current model franchise agreement as determined by the OEB in accordance with its longstanding policy and practice. Enbridge Gas submits that it would be inappropriate for the OEB to consider changes to the model franchise agreement with the County of Simcoe in an ad hoc and narrow manner for one upper-tier municipality which, in turn, could have cascading implications on and/or involve considerations applicable to other municipalities which are not involved in this proceeding.
 14. On September 10, 2024, the Council of the County of Simcoe voted not to approve the form of draft by-law and Model Franchise Agreement proposed by Enbridge Gas. Attached hereto as Schedule "D" is a copy of the Notice in writing that the County of Simcoe is not in agreement with renewing the Model Franchise Agreement without amendments.
 15. Attached hereto as Schedule “E” is a copy of By-law 6998 and the proposed franchise agreement. The County of Simcoe has provided first and second readings of its by-law.

16. Enbridge Gas has franchise agreements with and Certificates of Public Convenience and Necessity for the Town of The Blue Mountains, the Township of Brock, the Town of Caledon, the Town of East Gwillimbury, the Town of Georgina, the Town of Gravenhurst, the Municipality of Grey Highlands, the City of Kawartha Lakes, the Township of King, the Township of Melancthon, the Town of Mono, the Township of Mulmur and the Town of Newmarket which are immediately adjacent to the County of Simcoe. Enbridge Gas is not aware of any other natural gas distributor in the area.
17. 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.
18. The address of the Municipality is as follows:

County of Simcoe
1110 Highway 26
Midhurst, ON L9X 1N6
Attention: John Daly, County Clerk
Email: clerks@simcoe.ca

The address for Enbridge Gas' regional operations office is:

Enbridge Gas Inc.
6 Colony Court
Brampton, ON L6T 4E4
Attention: David Edwards, Director, Regional Operations
Email: david.edwards@enbridge.com

19. Enbridge Gas believes that publishing the Notice of Hearing 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 newspapers used by the Municipality for its notices are the *Barrie Advance*, the *Innisfil Journal* and the *Orillia Today*.
20. Enbridge Gas now applies to the Ontario Energy Board for:
 - (a) an Order under s.10 approving the terms and conditions upon which, and the period for which, the County of Simcoe 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 County of Simcoe is not necessary for the proposed franchise agreement by-law under the circumstances.

DATED at the Municipality of Chatham-Kent, in the Province of Ontario this 24th day of September, 2024.

ENBRIDGE GAS INC.

Patrick

McMahon

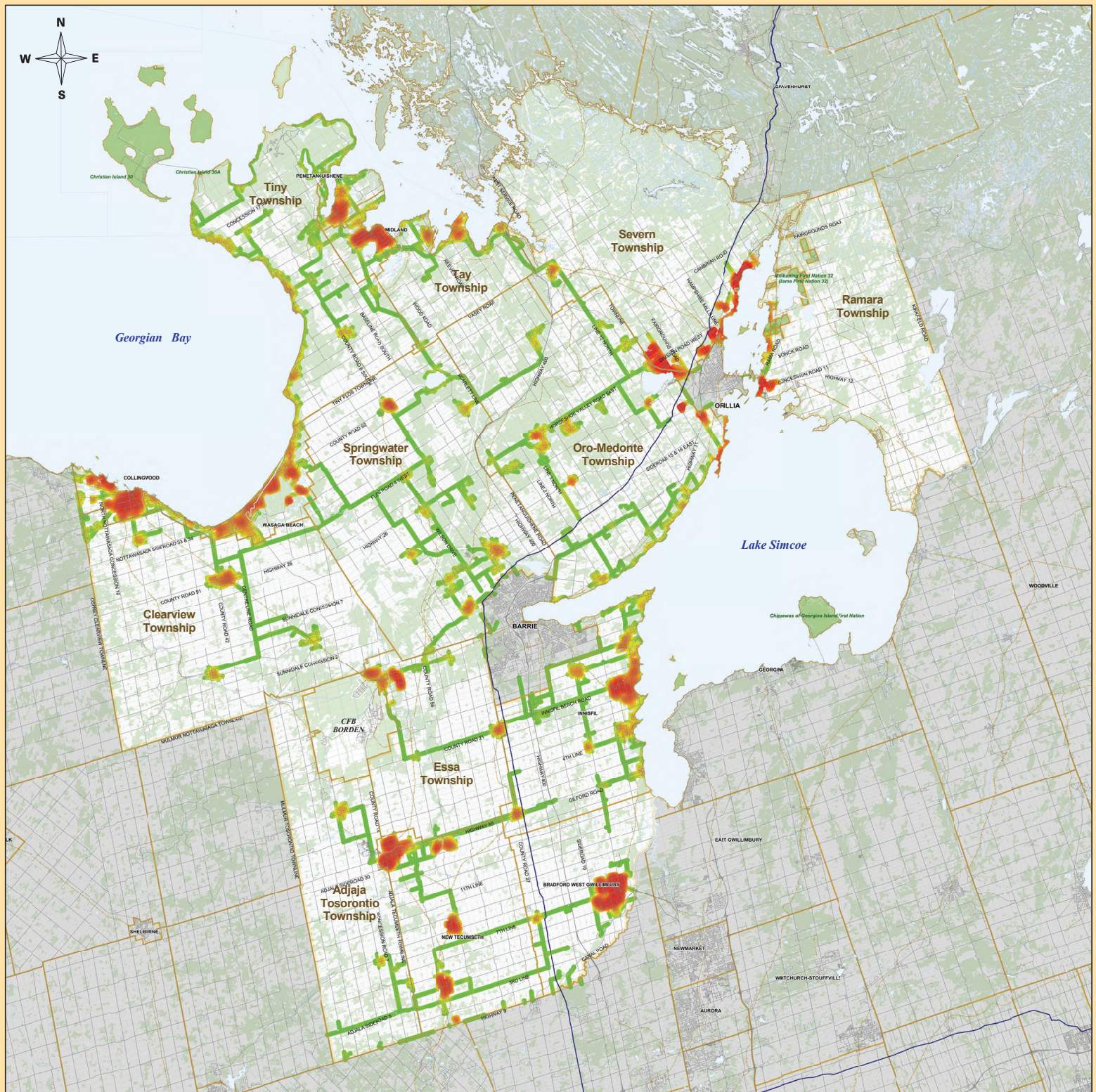
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Patrick McMahon

Date: 2024.09.24
10:46:58 -04'00'

Patrick McMahon
Technical Manager
Regulatory Research and Records

Comments respecting this Application should be directed to:

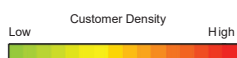
Mr. Patrick McMahon
Technical Manager, Regulatory Research and Records
Enbridge Gas Inc.
50 Keil Drive North
Chatham, ON N7M 5M1
patrick.mcmahon@enbridge.com
Telephone: (519) 436-5325



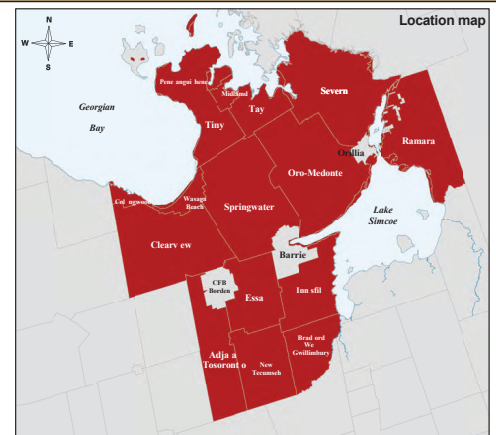
County of Simcoe

Legend

- Enbridge Gas Pipeline Coverage Area
- County of Simcoe
- Trans CANADA Pipeline
- 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



BY-LAW NO. 4951

OF

THE CORPORATION OF THE COUNTY OF SIMCOE

A By-law to authorize the Warden and Clerk to enter into a Franchise Agreement with Enbridge Gas Distribution Inc. (Enbridge).

WHEREAS the Municipal Act, 2001, authorizes Council to enter in agreements;

AND WHEREAS by adoption of Recommendation CS-120-03 of the Corporate Services Committee, Council deems it expedient to enter into a Franchise Agreement with Enbridge Gas Distribution Inc. (Enbridge).

AND WHEREAS the Ontario Energy Board by its Order issued pursuant to The Municipal Franchises Act on this 25th day of April 2003 has approved the terms and conditions upon which and the period for which the franchise provided for in the attached agreement is 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 County of Simcoe enacts as follows:

1. THAT authority is hereby granted for the Warden and Clerk to execute the necessary Franchise Agreement with Enbridge Gas Distribution Inc. (Enbridge).
2. THAT Schedule 1, attached hereto, being the Franchise Agreement, as to form and content, forms part of the By-law.
3. THAT this By-law shall come into force and take effect immediately upon the approval of County Council.

By-law read a first, second and third time and finally enacted this 26th day of August, A.D., 2003.

[Original Signed By]

Warden, County of Simcoe

[Original Signed By]

Clerk, County of Simcoe

"CERTIFIED TRUE COPY"

[Original Signed By]

COUNTY CLERK
COUNTY OF SIMCOE

1 of 12
SPK

Model Franchise Agreement

THIS AGREEMENT effective this *26th* day of *August*, 20 *03*.

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

3. To Use Highways.

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

4. Duration of Agreement and Renewal Procedures.

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

or

- b. If the Corporation has previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law provided that, if during the 20-year term 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

DATED this day of , 20 .

THE CORPORATION OF THE
COUNTY OF SIMCOE

- and -

ENBRIDGE GAS DISTRIBUTION INC.

FRANCHISE AGREEMENT

ENBRIDGE GAS DISTRIBUTION INC.
500 Consumers Road
North York, Ontario
M2J 1P8

Attention: Regulatory Affairs Department

BY-LAW NO. 5546

OF

THE CORPORATION OF THE COUNTY OF SIMCOE

A By-law to authorize the Warden and Clerk to enter into a Franchise Agreement between the Corporation of the County of Simcoe and Union Gas Limited.

WHEREAS the Municipal Act, 2001, authorizes Council to enter into agreements;

AND WHEREAS by adoption of Recommendation CS-193-07 of the Corporate Services Committee, Council 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 Franchises Act on this 25th day of January, 2008 has approved the terms and conditions upon which and the period for which the franchise provided for in the attached agreement is 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 County of Simcoe enacts as follows:

1. THAT the Franchise Agreement between the Corporation of the County of Simcoe and Northern Ontario Natural Gas Company Limited, (Northern Ontario Natural Gas Company changed its name to ICG Utilities (Ontario Ltd; ICG Utilities (Ontario) Ltd. changed its name to Centra Gas Ontario Inc; Centra Gas Ontario Inc. changed its name to Union Gas Limited by Articles of Amalgamation), attached hereto and forming part of this by-law, is hereby authorized and the franchise provided for therein is hereby granted.
2. THAT authority is hereby granted for the Warden and Clerk to execute the necessary Franchise Agreement with Union Gas Limited, in the form substantively attached hereto as Schedule 1 and which forms part of this by-law.
3. THAT the following By-law be and the same is hereby repealed:
 - a. By-law No. 3393, passed by County Council on the 15th day of August, 1978;
4. THAT this By-law shall come into force and take effect as of the final passing thereof.

By-law read a first, and second time this 25th day of September, A.D., 2007.

[Original Signed By]

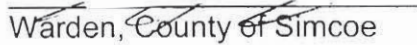

Warden, County of Simcoe

[Original Signed By]


Clerk, County of Simcoe

By-law read a third time and finally enacted this 28th day of February, A.D., 2008.

[Original Signed By]


Warden, County of Simcoe

[Original Signed By]


Clerk, County of Simcoe

2000 Model Franchise Agreement

THIS AGREEMENT effective this 28TH day of FEBRUARY, 2008

BETWEEN:

THE CORPORATION OF THE COUNTY OF SIMCOE

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

3. To Use Highways

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

4. Duration of Agreement and Renewal Procedures

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

or

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

Part III – Conditions

5. Approval of Construction

- (a) The Gas Company shall not undertake any excavation, opening or work which will disturb or interfere with the surface of the travelled portion of any highway unless a permit 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.

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

11. Alternative Easement

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

12. Pipeline Relocation

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

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

Part IV - Procedural And Other Matters

13. Municipal By-laws of General Application

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

14. Giving Notice

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

15. Disposition of Gas System

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

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

16. Use of Decommissioned Gas System

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

17. Franchise Handbook

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

18. **Other Conditions**

None.

19. **Agreement Binding Parties**

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

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

**THE CORPORATION OF THE COUNTY OF
SIMCOE**

Per: *[Original Signed By Warden of Simcoe County]*

Per: *[Original Signed By Clerk of Simcoe County]*

UNION GAS LIMITED

Per: *[Original Signed By Rick Birmingham]*

Michael R. Birmingham,
Vice-President, Finance & Regulatory Affairs

Per: *[Original Signed By Curt Bernardi]*

Assistant Secretary

Curt D. Bernardi
Assistant Secretary



Minutes
Council
Tuesday, February 28, 2023
Electronic
Chair: Basil Clarke



Members Present: Warden Basil Clarke; Deputy Warden Jennifer Coughlin; Councillor Scott Anderson; Councillor Keith Bell; Councillor Mike Burkett; Councillor George Cabral; Councillor Jack Contin; Councillor Lynn Dollin; Councillor David Evans; Councillor Kenneth Fowler; Councillor Tim Fryer; Councillor Bill Gordon; Councillor Randy Greenlaw; Councillor Yvonne Hamlin; Councillor Julius Lachs; Councillor Dan La Rose; Councillor Peter Lavoie; Councillor James Leduc; Councillor Sandie Macdonald; Councillor Stephanie MacLellan; Councillor Doug Measures; Councillor Sean Miskimins; Councillor Richard Norcross; Councillor Barry Norris; Councillor Doug Rawson; Councillor Raj Sandhu; Councillor Michael Smith; Councillor Tanya Snell; Councillor Paul Van Staveren; and Councillor Ted Walker

Members Absent: Councillor Judith Cox and Councillor Brian Smith

Staff Present: Mark Aitken, Chief Administrative Officer; John Daly, County Clerk; Rob Elliott, General Manager of Engineering/Planning and Environment; Mina Fayez-Bahgat, General Manager of Social and Community Services; Jane Sinclair, General Manager of Health and Emergency Services; Trevor Wilcox, General Manager of Corporate Performance; and Jonathan Magill, Deputy Clerk

1. National Anthem

Council sang O'Canada.

2. A Moment of Private Contemplation

The Chair asked those in attendance to take a moment for private contemplation.

3. Calling of the Roll

The Chair called the meeting to order at 9:00 a.m. and the County Clerk called the roll. All members were present, with the exception of Councillor Cox and Councillor Brian Smith. Alternate Councillor Belanger was in attendance.

4. Approval of Agenda

Resolution 2023-49

Moved by: Councillor Lynn Dollin
Seconded by: Councillor Scott Anderson

That the agenda for the February 28, 2023, meeting of County Council be approved.

CARRIED

5. Disclosure of Pecuniary Interest

There were no disclosures made.

6. Presentations and Deputations

There were no items for this portion of the agenda.

7. Consent Agenda

7.1. **Council Communications and Proclamations - February 14, 2023 to February 27, 2023**

[Council Communications and Proclamations - February 14, 2023 to February 27, 2023](#)

Resolution 2023-50

Moved by: Councillor Mike Burkett
Seconded by: Councillor Keith Bell

That the Council Communications and Proclamations - February 14, 2023 to February 27, 2023, having been given due consideration, be received.

CARRIED

8. Adoption of Council Minutes and Confirmation of Committee Reports

8.1. **County Council - Minutes - February 14, 2023**

[Council - 14 Feb 2023 - Minutes - Html](#)

8.2. **Committee of the Whole - Report - February 14, 2023 (See Agenda Item No. 9, below)**

[Committee of the Whole - 14 Feb 2023 - Report - Html](#)

Resolution 2023-51

Moved by: Deputy Warden Jennifer Coughlin
Seconded by: Councillor Sandie Macdonald

That the following Council minutes be confirmed and adopted and Committee of the Whole reports be confirmed:

- County Council - Minutes - February 14, 2023
- Committee of the Whole - Report - February 14, 2023

CARRIED

9. Presentation and Consideration of Committee of the Whole Report

9.1. Committee of the Whole - Report - Performance Management - February 14, 2023

Resolution 2023-52

Moved by: Councillor David Evans
Seconded by: Councillor Sean Miskimins

That the Performance Management recommendations contained within the Committee of the Whole Report dated February 14, 2023, be approved.

CARRIED

9.2. Committee of the Whole - Report - Human Services - February 14, 2023

Resolution 2023-53

Moved by: Councillor James Leduc
Seconded by: Councillor Raj Sandhu

That the Human Services recommendations contained within the Committee of the Whole Report dated February 14, 2023, be approved.

CARRIED

10. Presentation and Consideration of Special Committee Reports

There were no items for this portion of the agenda.

11. Presentation and Consideration of County Officers Reports

There were no items for this portion of the agenda.

12. Motions of Which Notice Has Been Given

There were no items for this portion of the agenda.

13. Notices of Motion

There were no items for this portion of the agenda.

14. Closed Session

There were no items for this portion of the agenda.

15. Consideration of Bills

- 15.1. By-law No. 6997-23 - A By-law to authorize the General Manager, Social and Community Services or, in his/her absence, a Director from Social and Community Services, and County Clerk to enter into agreements with community service providers associated with the use of the federal Reaching Home (RH) funding, provincial Homelessness Prevention Program (HPP) funding and municipal Homelessness Prevention funding.**

[Bill No. 6997](#)

Resolution 2023-54

Moved by: Councillor Richard Norcross

Seconded by: Councillor James Leduc

That Bill No. 6997 be enacted as a By-law of the County of Simcoe.

CARRIED

- 15.1. By-law No. 6998-23 - A By-law to authorize a Franchise Agreement between the Corporation of the County of Simcoe and Enbridge Gas Inc.**

[Bill No. 6998](#)

Resolution 2023-55

Moved by: Councillor Richard Norcross

Seconded by: Councillor Tim Fryer

That Bill No. 6998 be read a first and second time this 28th day of February, 2023.

CARRIED

16. Announcements

There were no items for this portion of the agenda.

17. Confirmatory By-law

17.1. **By-law No. 6999-23 – A By-law to Confirm Proceedings of the Council of the Corporation of the County of Simcoe at its Meeting held on the 28th day of February, 2023.**

[Bill No. 6999](#)

Resolution 2023-56

Moved by: Councillor Richard Norcross

Seconded by: Councillor Julius Lachs

That Bill No. 6999 be enacted as a By-law of the County of Simcoe.

CARRIED

18. Adjournment

Resolution 2023-57

Moved by: Councillor Keith Fowler

Seconded by: Councillor Paul Van Staveren

That the February 28, 2023 meeting of County Council be adjourned at 9:09 a.m.

CARRIED

Warden

County Clerk



To: **Committee of the Whole**

Agenda Section: Performance Management
Division: Corporate Performance
Department: Procurement, Fleet & Property

Item Number: **CCW – 2023-051**

Meeting Date: February 14, 2023

Subject: Enbridge Franchise Agreement

Recommendation

That Item CCW-2023-051, dated February 14, 2023, regarding the Ontario Energy Board and Enbridge Franchise Agreement, be received; and

That the Warden and County Clerk execute an agreement with Enbridge Gas in a final form deemed acceptable by County staff; and

That the necessary by-law be presented that contains the final form and content of the Franchise Agreement with Enbridge and that 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 upon receipt of an approved Ontario Energy Board Agreement, that Council requests that the Ontario Energy Board make an Order declaring and directing that the assent of the municipal electors via by-law and franchise agreement pertaining to the Corporation of the County of Simcoe is not necessary pursuant to the provisions of Section 9(4) of the Municipal Franchises Act.

Executive Summary

Enbridge Gas wishes to establish a single franchise agreement between Enbridge Gas and the County of Simcoe which will replace two franchise agreements currently existing between the County and legacy utilities Enbridge Gas Distribution and Union Gas.

The franchise agreement that currently exists between legacy Enbridge Gas Distribution and the County of Simcoe is scheduled to expire on August 26, 2023. The franchise agreement that currently exists between legacy Union Gas and the County of Simcoe is scheduled to expire on February 28, 2028.

The Ontario Energy Board has directed that the current 2000 Model Franchise Agreement be used as the format for such agreements (Schedule 1 attached)

As a result, Enbridge Gas and the County of Simcoe need to renew the franchise agreement using the approved model for upper-tier municipalities for a term of 20 years.

Transportation staff wishes to request amendments to the Agreement with respect to certain cost sharing activities, further defining timelines for service and requirements to remove decommissioned systems within a road right-of-way.

There are two possible outcomes: 2000 Model Franchise Agreement without Amendments or the 2000 Model Franchise Agreement with Amendments.

It is recommended that the Warden and County Clerk execute an agreement with Enbridge Gas in a final form deemed acceptable by County Staff and that the necessary by-law approving the final form and content be presented to County Council.

Background

Based on the most recent customer count report, Enbridge Gas currently provides service to approximately 118,000 customers in the lower-tier municipalities within the County of Simcoe. Enbridge Gas have been providing natural gas distribution service in the lower-tier municipalities within the County of Simcoe since approximately 1956. Provincial legislation requires a franchise agreement between the municipal corporation and the gas company serving that municipality.

Enbridge Gas wishes to establish a single franchise agreement between Enbridge Gas and the County of Simcoe which will replace two franchise agreements currently existing between the County and legacy utilities Enbridge Gas Distribution and Union Gas.

The franchise agreement that currently exists between legacy Enbridge Gas Distribution and the County of Simcoe is scheduled to expire on August 26, 2023. The franchise agreement that currently exists between legacy Union Gas and the County of Simcoe is scheduled to expire on February 28, 2028.

The Ontario Energy Board has directed that the current 2000 Model Franchise Agreement be used as the format for such agreements. (Schedule 1 attached) As a result, Enbridge Gas and the County of Simcoe need to renew the franchise agreement using the approved model for upper-tier municipalities for a term of 20 years.

The 2000 Model Franchise Agreement outlines: Definitions (Part I), Rights Granted (Part II), Conditions (Part III), and Procedural and other matters (Part IV). Transportation

Engineering staff wish to request amendments to the Agreement with respect to certain cost sharing activities, further defining timelines for service and requirements to remove decommissioned systems within a road right-of-way.

Given the upcoming expiration of the existing Agreement, the time required for amendment review and time required for final approvals, staff thought it was prudent to update Council on the status of the Agreement and seek approval in the event negotiations run up against the expiry date.

There are two possible outcomes: 2000 Model Franchise Agreement without Amendments or the 2000 Model Franchise Agreement with Amendments.

It is recommended that the Warden and County Clerk execute an agreement with Enbridge Gas in a final form deemed acceptable by County Staff and that the necessary by-law approving the final form and content be presented to County Council.

Financial and Resource Implications

There are no financial or resource implications to this Item.

Attachments

- Schedule 1 – Draft Model Franchise Agreement - County of Simcoe (Upper-Tier EGI North)

Relationship to Corporate Strategic Plan

Not applicable.

Reference Documents

There are no reference documents for this Item.

Prepared By Angela Matthews, Sustainable Operations Program Supervisor

Approvals

Date

Catherine Payne, Manager, Procurement and Sustainable Operations

February 3, 2023

Dawn Hipwell, Director, Procurement, Fleet and Property

February 3, 2023

Trevor Wilcox, General Manager, Corporate Performance

February 5, 2023

Mark Aitken, Chief Administrative Officer

February 7, 2023

From: Meile, Christian <Christian.Meile@simcoe.ca>
Sent: Tuesday, September 10, 2024 5:33 PM
To: Julie Alexander <Julie.Alexander@enbridge.com>
Cc: Devon Smith <devon.smith@enbridge.com>
Subject: [External] RE: Model Franchise Agreement

Good Afternoon Julie,

Please be advised, the following recommendation was approved by County Council today;

Recommendation

That Item CCW 2024-234, dated September 10th, 2024, regarding the Ontario Energy Board and Enbridge Franchise Agreement, be received; and

That staff provide notice in writing to Enbridge Gas that the County is not in agreement with renewing the model Franchise Agreement without amendments.

Please use this email as Notice in writing that the County of Simcoe is not in agreement with renewing the model Franchise agreement as is.

I trust this is sufficient.

Regards,

Christian Meile, P. Eng.

Director, Transportation & Engineering

Engineering, Planning and Environment Division

County of Simcoe

705-726-9300 Ext. 1178

1110 Hwy. 26

Midhurst, ON

L9X 1N6



BILL NO. 6998

BY-LAW NO.

OF

THE CORPORATION OF THE COUNTY OF SIMCOE

A By-law to authorize a Franchise Agreement between the Corporation of the County of Simcoe and Enbridge Gas Inc.

Whereas the Council of the Corporation of the County of Simcoe deems it expedient to enter into a 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 , 2023 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 County of Simcoe enacts as follows:

1. That the Franchise Agreement between the Corporation of the County of Simcoe 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 Warden and County Clerk are hereby authorized and instructed on behalf of the Corporation of the County of Simcoe to enter into and execute under its corporate seal and deliver the Franchise Agreement, in a final form to the satisfaction of County Staff, and
3. That the following by-laws be hereby repealed:
 - By-law No. 4951 for the Corporation of the County of Simcoe, passed in Council on the 26th day of August, 2003.
 - By-law No. 5546 for the Corporation of the County of Simcoe, passed in Council on the 28th day of February, 2008.
4. That this by-law shall come into force and take effect as of the final passing thereof.

Read a first time this 28th day of February, 2023.

Read a second time this 28th day of February, 2023.

Read a third time and finally passed this day of , 2023.

Warden

County Clerk

2000 Model Franchise Agreement

THIS AGREEMENT effective this day of , 2024

BETWEEN:

THE CORPORATION OF THE COUNTY OF SIMCOE

hereinafter called the "Corporation"

- and -

ENBRIDGE GAS INC.

hereinafter called the "Gas Company"

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

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

THEREFORE the Corporation and the Gas Company agree as follows:

Part I - Definitions

1. In this Agreement

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

include a liquefied petroleum gas that is distributed by means other than a pipeline;

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

Part II - Rights Granted

2. To provide gas service

The consent of the Corporation is hereby given and granted to the Gas Company to distribute, store and transmit gas in and through the Corporation and to the inhabitants of those local or lower tier municipalities within the Municipality from which the Gas Company has a valid franchise agreement for that purpose.

3. To Use Highways

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

4. Duration of Agreement and Renewal Procedures

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

or

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

Part III – Conditions

5. Approval of Construction

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

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

6. **As Built Drawings**

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

7. **Emergencies**

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

8. **Restoration**

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

9. **Indemnification**

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

10. **Insurance**

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

11. **Alternative Easement**

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

12. **Pipeline Relocation**

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

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

Part IV - Procedural And Other Matters

13. Municipal By-laws of General Application

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

14. Giving Notice

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

15. Disposition of Gas System

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

gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in a highway, the Gas Company may elect to relocate the decommissioned gas system and in that event Paragraph 12 applies to the cost of relocation.

16. Use of Decommissioned Gas System

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

17. Franchise Handbook

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

18. Other Conditions

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 COUNTY OF SIMCOE

Per: _____
Basil Clarke, Warden

Per: _____
Jonathan Magill, County Clerk

ENBRIDGE GAS INC.

Per: _____
Mark Kitchen, Director, Regulatory Affairs

Per: _____
David Edwards, Director, Regional Operations

[Residential](#)[Business & Industrial](#)[Storage & Transportation](#)[Sustainability](#)[About Us](#)[Connect to Gas](#)

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 the evidence we filed 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
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EB-2024-0280 - County of Simcoe

[Application](#)[Notice of Hearing](#)

- ▶ EB-2024-0277 - Township of Douro-Dummer
- ▶ EB-2024-0274 - County of Dufferin
- ▶ EB-2024-0260 - Township of Southwold - CPCN
- ▶ EB-2024-0259 - City of Woodstock - CPCN
- ▶ EB-2024-0256 - Town of Oakville - CPCN
- ▶ EB-2024-0255 - Town of Minto - CPCN
- ▶ EB-2024-0253 - City of Brantford - CPCN
- ▶ EB-2024-0247 – Town of Grimsby - CPCN
- ▶ EB-2024-0234 - Town of Ajax - CPCN
- ▶ EB-2024-0230 - Township of Armour - CPCN
- ▶ EB-2024-0188 - Township of Guelph - Eramosa
- ▶ EB-2024-0134 - County of Lennox and Addington

This is Exhibit "B" to the Affidavit of Gary Collins sworn before me this 24th day of October 2024.

A Commissioner, etc