



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

May 29, 2025

Mr. Ritchie Murray
Acting Registrar
Ontario Energy Board
2300 Yonge Street, 27th Floor
Toronto, ON M4P 1E4

Dear Mr. Murray:

**Re: Enbridge Gas Inc.
Application for Certificate of Public Convenience and Necessity
Town of Milton**

Attached is an application by Enbridge Gas Inc. for Orders of the Ontario Energy Board with respect to a Certificate of Public Convenience and Necessity for the Town of Milton.

Should you have any questions on this application, please do not hesitate to contact me. I look forward to the receipt of your instructions.

Yours truly,

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

Encl.

ONTARIO ENERGY BOARD

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

AND IN THE MATTER OF an Application by Enbridge Gas Inc. for an
Order cancelling and superseding the EB-2008-0078 Certificate of Public
Convenience and Necessity related to the Town of Milton and replacing it with
a Certificate of Public Convenience and Necessity to construct works to supply
natural gas in the current Town of Milton.

APPLICATION

1. Enbridge Gas Inc. (Enbridge Gas), a regulated public utility, is a corporation incorporated under the laws of the Province of Ontario, with its offices in the City of Toronto and the Municipality of Chatham-Kent.
2. The Corporation of the Town of Milton 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 Town of Milton and a customer density representation of Enbridge Gas' service area. Enbridge Gas currently serves approximately 38,800 customers in the Town of Milton. Enbridge Gas and its predecessors has been providing access to gas distribution services within the Town of Milton since approximately 1956.
3. The Town of Milton is a lower-tier municipality located in the Regional Municipality of Halton. Milton was incorporated as a town in 1857 and in 1974, the Town of Milton added parts of the former township of Esquesing (most of this township comprises the Town of Halton Hills), all of the Township of Nassagaweya including the Village of Campbellville, and the northern sections of the former Townships of Trafalgar and Nelson from the Town of Oakville and the City of Burlington respectively.
4. On January 1, 2010, the Town of Milton sold 400 hectares of land to the City of Mississauga for \$3.29 million in a corridor of land along Ninth Line between Highway 403 / 401 along Highway 407. This effectively moved the border of the Town of Milton westward from Ninth Line to Highway 407. A description of these lands is contained in the Order dated December 17, 2009 made by the Minister of Municipal Affairs and Housing under the *Municipal Act* (attached as Schedule "B").
5. Enbridge Gas has a 20-year franchise agreement (EB-2007-0094) with the Town of Milton effective June 25, 2007 (attached as Schedule "C"). Enbridge Gas has a Certificate of Public Convenience and Necessity (CPCN) issued by the Ontario Energy Board dated June 10, 2008 (EB-2008-0078 attached as Schedule "D") for the Town of Milton that existed at that time.

6. The Natural Gas Facilities Handbook (issued March 31, 2022) states the following:

3.6.2 Municipal Changes that do not affect another Person's Certificate Rights

If the boundaries of a person's existing certificate are affected by a municipal amalgamation or annexation, and no other person holds a certificate for any part of the newly amalgamated or annexed municipal territories, then the person should notify the OEB within 90 days of the date that the change takes effect to have the certificate amended to reflect the change. The OEB will not as a matter of course amend the territory covered by the person's existing certificate to include any additional service area that was added to the municipality through the amalgamation or annexation. The certificate would be amended to include the metes and bounds of the person's existing certificate. However, the certificate holder could also apply for a new certificate that would include any additional service area within the newly amalgamated territories.

7. Given that Enbridge Gas already holds the CPCN rights for all the lands that now make up the Town of Milton (through our existing EB-2008-0078 CPCN), there is no change to overall existing CPCN rights held by Enbridge Gas in this area. Enbridge Gas is not aware of any other person holding a CPCN for any part of the current Town of Milton.
8. Enbridge Gas currently has franchise agreements with and CPCNs for the Township of Guelph/Eramosa, the Town of Halton Hills, the City of Mississauga, the Town of Oakville, the City of Burlington, the City of Hamilton, the Township of Puslinch and the Regional Municipality of Halton which are immediately adjacent to the Town of Milton. Enbridge Gas is not aware of any other natural gas distributor within or in the areas adjacent to the Town of Milton.
9. The contact information of the Town of Milton is as follows:

Town of Milton
150 Mary Street
Milton, ON L9T 6Z5
Attention: Meaghen Reid, Director, Legislative and Legal Services / Town Clerk
Telephone: (905) 878-7252
Email: townclerk@milton.ca

The contact information for Enbridge Gas' regional operations office is:

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

10. Enbridge Gas believes that publishing a Notice in a local newspaper, on the OEB web site, on the Enbridge Gas' web site and on the municipality's web site will provide a broad awareness of this application. The Town of Milton has used the www.insidehalton.com website to digitally publish its notices. The *Hamilton Spectator* newspaper is circulated within the Town of Milton as well.
11. Enbridge Gas now applies to the Ontario Energy Board for an Order pursuant to s.8 of the *Municipal Franchises Act* cancelling and superseding the EB-2008-0078 Certificate of Public Convenience and Necessity related to the Town of Milton and replacing it with a Certificate of Public Convenience and Necessity to construct works to supply natural gas in the current Town of Milton.

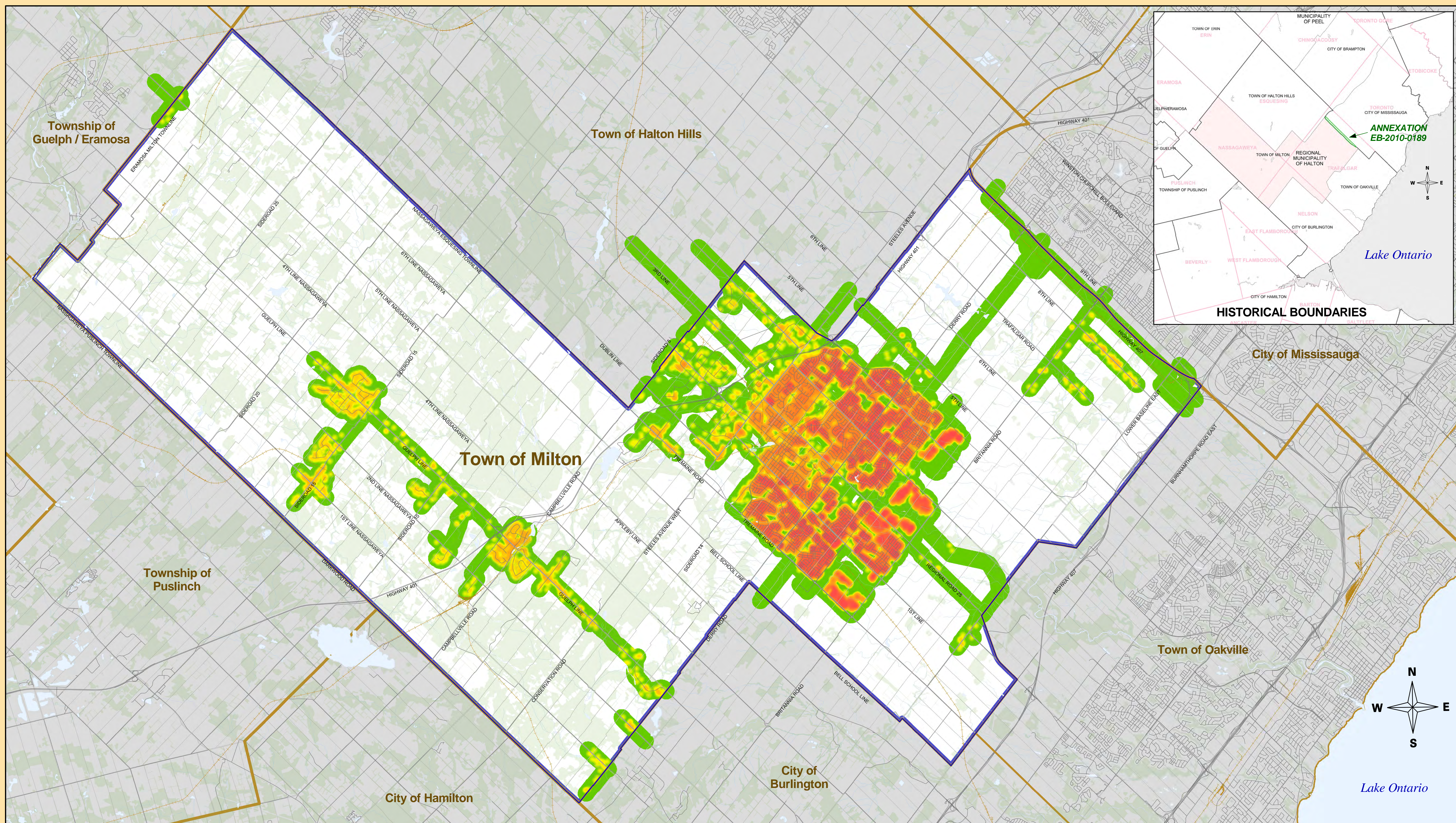
DATED at the Municipality of Chatham-Kent, in the Province of Ontario this 29th day of May, 2025.

ENBRIDGE GAS INC.

Patrick McMahon
Technical Manager
Regulatory Research and Records

Comments respecting this Application should be directed to:

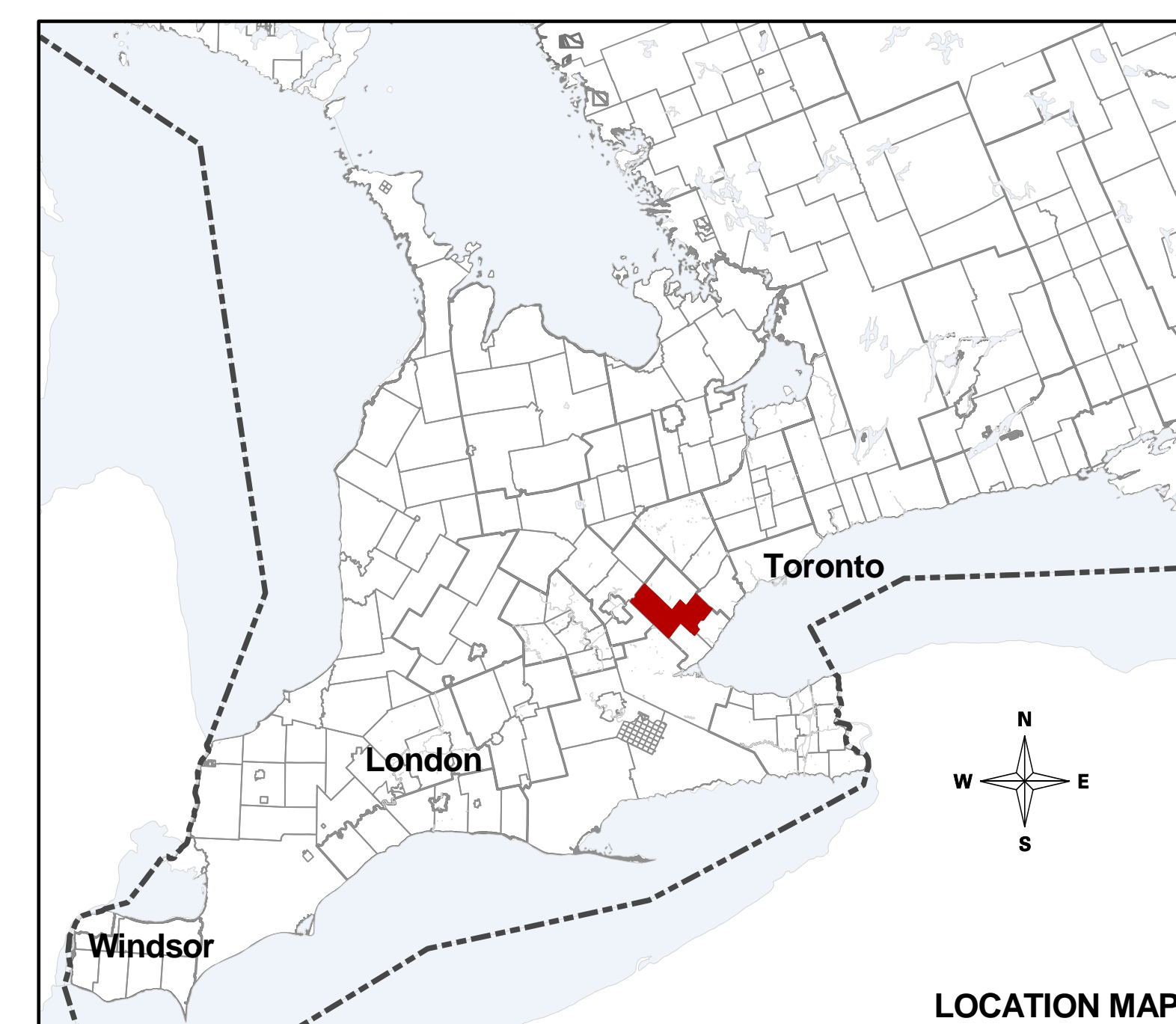
Mr. Patrick McMahon
Technical Manager, Regulatory Research and Records
Enbridge Gas Inc.
50 Keil Drive North
Chatham, ON N7M 5M1
patrick.mcmahon@enbridge.com
Telephone: (519) 436-5325



Town of Milton



Disclaimer:
 Enbridge Gas Inc.
 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.



**ORDER MADE UNDER
THE MUNICIPAL ACT, 2001, S.O. 2001, c. 25**

**THE REGIONAL MUNICIPALITY OF PEEL
THE REGIONAL MUNICIPALITY OF HALTON
THE CORPORATION OF THE CITY OF MISSISSAUGA
THE CORPORATION OF THE TOWN OF MILTON**

DEFINITIONS

1. In this Order,

“annexed area” means the area comprised of the lands described in Schedule “A” to this Order;

“Peel” shall mean The Regional Municipality of Peel;

“Halton” shall mean The Regional Municipality of Halton;

“Mississauga” shall mean The Corporation of the City of Mississauga; and

“Milton” shall mean The Corporation of the Town of Milton.

ANNEXATION

2. (1) On January 1, 2010 the portion of The Corporation of the Town of Milton and The Regional Municipality of Halton described in Schedule “A” is annexed to The Corporation of the City of Mississauga and The Regional Municipality of Peel.

(2) All real property, including any highway, fixture, easement or restrictive covenant running with the land, of Milton located in the annexed area vests in Mississauga on January 1, 2010.

(3) All real property, including any highway, fixture, easement or restrictive covenant running with the land, of Halton located in the annexed area vests in Peel on January 1, 2010.

(4) All assets and liabilities of Milton acquired or arising on or before December 31, 2009 with respect to the annexed area are transferred to Mississauga on January 1, 2010.

(5) All assets and liabilities of Halton acquired or arising on or before December 31, 2009 with respect to the annexed area are transferred to Peel on January 1, 2010.

(6) Despite subsections (2), (3) (4) and (5), any litigation commenced prior to January 1, 2010, or commenced after January 1, 2010 but with respect to matters that occurred prior to that date, with respect to the annexed area, remains the obligation of Milton and Halton, as the case may be.

(7) Despite subsections (2), (3), (4) and (5), the portion of the Ninth Line that is located within the annexed area is transferred from Halton to Mississauga on January 1, 2010.

WARDS

3. On January 1, 2010 the annexed area shall be removed from Ward 1 in Milton and form part of Wards 8, 9 and 10 in Mississauga, as described in Schedule "B".

COMPENSATION

4. (1) On January 4, 2010, the following payments to Halton shall be made:
(a) \$2,060,000.00 from Peel; and
(b) \$1,230,000.00 from Mississauga.

(2) Of the funds received under subsection (1), Halton shall provide \$2,000,000.00 to Milton on or before January 5, 2010.

ASSESSMENT

5. For the purpose of the assessment roll to be prepared for Mississauga for the 2010 taxation year, the annexed area shall be deemed to be part of Mississauga and the annexed area shall be assessed on the same basis that the assessment roll for Mississauga is prepared.

BY-LAWS

6. (1) On January 1, 2010, the by-laws of Peel and Mississauga extend to the annexed area and the by-laws of Halton and Milton cease to apply to such area except,

- (a) by-laws that were passed under section 34 or 41 of the *Planning Act* or a predecessor of those sections;
- (b) by-laws that were passed under the *Development Charges Act, 1997*;
- (c) by-laws that were passed under the *Highway Traffic Act* or the *Municipal Act, 2001* or a predecessor of those Acts that regulate the use of

highways by vehicles or pedestrians and the encroachment or projection of buildings, or any portion thereof upon or over highways;

- (d) by-laws passed under section 45, 58 or 61 of the *Drainage Act* or a predecessor of those sections;
- (e) by-laws passed under section 10 of the *Weed Control Act*; and
- (f) by-laws of Milton passed under section 29 of the *Ontario Heritage Act*,

which shall remain in force until amended to provide otherwise or repealed by the council of Mississauga or Peel, as the case may be; and

- (h) any by-law conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the council of Halton or Milton.

(2) The official plan of Milton, as it applies to the annexed area, and approved under the *Planning Act* or a predecessor of that Act, becomes an official plan of Mississauga and shall remain in force until amended or repealed.

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

(4) If Milton has commenced procedures to enact a by-law under any Act or to adopt an official plan or an amendment thereto under the *Planning Act*, and that by-law, official plan or amendment applies to the annexed area and is not in force on January 1, 2010, the council of Mississauga may continue the procedures to enact the by-law or adopt the official plan or amendment to the extent that it applies to the annexed area.

(5) If Halton has commenced procedures to enact a by-law under any Act or to adopt an official plan or an amendment thereto under the *Planning Act*, and that by-law, official plan or amendment applies to the annexed area and is not in force on January 1, 2010, the council of Peel may continue the procedures to enact the by-law or adopt the official plan or amendment to the extent that it applies to the annexed area.

TAXES ETC

7. (1) All real property taxes, special rates or charges levied under any general or special Act in the annexed area which are due and unpaid on December 31, 2009 shall be deemed on January 1, 2010 to be taxes due and payable to Mississauga and may be collected by Mississauga.

(2) On or before January 15, 2010, the clerk of Milton shall prepare and furnish to the clerk of Mississauga a special collector's roll showing all arrears of real

property taxes or special rates and charges assessed against the land in the annexed area up to and including December 31, 2009, and the persons assessed for them.

(3) On or before February 1, 2010, Mississauga shall pay to Milton an amount equal to the amount of the real property taxes or special rates and charges which are due and unpaid up to and including December 31, 2009 for the land in the annexed area.

DISPUTE RESOLUTION

8. (1) If a dispute arises with respect to any issue arising out of the interpretation of this Order, any of the municipalities may refer the matter in dispute for resolution through mediation.

(2) If the dispute is not resolved through mediation or the parties cannot agree upon the selection of a mediator, then the matter may be referred to arbitration, to be conducted in accordance with the provisions of the *Arbitration Act, 1991*, except as provided herein.

(3) Where a dispute is referred to arbitration under subsection (2) the decision of the arbitrator shall be final.

(4) The costs associated with the mediation or arbitration proceedings shall be shared equally between the municipalities.

SCHEDULE "A"

Lands to be Annexed to the City of Mississauga on January 1, 2010

In the Town of Milton, Regional Municipality of Halton (originally the Geographic Township of Trafalgar) being composed of Part of Lots 5 and 6, Concession 2, North of Dundas Street and Part of the original Township Road Allowance between Lots 5 and 6, North of Dundas Street and Part of the original Township Road Allowance between Lots 5 and 6, North of Dundas Street closed by Bylaw 105-2009, Instrument Number HR731808 and Part of the original Township Road Allowance between Concession 2, North of Dundas Street and Lot 1, Concession 2 New Survey and Part of Lots 1 to 14 both inclusive, Concession 9, New Survey and Part of the Township Road Allowance between Concessions 9 and 10, New Survey and Part of Lots 1 to 5 both inclusive, Registered Plan 162, described as follows:

FIRSTLY:

Commencing at a point where the centreline of Highway 401 is intersected by the existing westerly limit, as it existed on December 31, 2009, of the City of Mississauga;

Thence southerly along the existing westerly limit of the City of Mississauga (being the east limit of the road allowance for Ninth Line in the said New Survey), 8,610 metres

more or less, to the point where the said City limit intersects northerly limit of Lower Base Line Road also being the most northerly corner of Part 1, Plan 20R-18446;

Thence westerly along the northerly limit of Lower Base Line Road also being the northerly limit of Plan 20R-18446, 239 metres more or less to a point intersected by the centreline of Highway 407 also being the most westerly corner of Part 1, Plan 20R-18446;

Thence northerly along the centreline of Highway 407, 8,660 metres more or less, to a point where the centreline of Highway 407 intersects the centreline of Highway 401;

Thence easterly along the centreline of Highway 401, 280 metres more or less, to the point of commencement.

SECONDLY:

Part of the Township Road Allowance between Concession 2, North of Dundas Street and Lot 1, Concession 9, New Survey (Geographic Township of Trafalgar) more particularly described as Part 1, Plan 20R-18446.

THIRDLY:

Part of Lot 1, Registered Plan 162, more particularly described as Parts 2 and 3, Plan 20R-18446.

FOURTHLY:

Part of the Township Road Allowance between Lots 5 and 6, Concession 2, North of Dundas Street (Geographic Township of Trafalgar), more particularly described as Parts 4 and 11 Plan 20R-18446 and that part of the Township Road Allowance between Lots 5 and 6 North of Dundas Street closed by By-law 105-2009, Instrument Number HR731808, more particularly described as Part 10 Plan 20R-18446;

FIFTHLY:

Part of Lots 2, 3, and 4, Registered Plan 162, more particularly described as Part 6, Plan 20R-18446.

SIXTHLY:

Part of Lot 5, Registered Plan 162, more particularly described as Part 7, Plan 20R-18446.

SEVENTHLY:

Part of Lot 6, Concession 2, North of Dundas Street (Geographic Township of Trafalgar), more particularly described as Parts 8 and 9, Plan 20R-18446.

EIGHTHLY:

Part of Lot 5, Concession 2, North of Dundas Street (Geographic Township of Trafalgar), more particularly described as Part 5, Plan 20R-18446.

SCHEDULE "B"

Lands to be Annexed to Wards 8, 9 and 10 of the City of Mississauga on January 1, 2010

Lands to be Annexed to Ward 8

FIRSTLY:

COMMENCING at the intersection of the centreline of Lower Base Line Road with the north easterly limit of Part 1, Plan 20R-18446;

THENCE southerly along the north easterly limit of Part 1, Plan 20R- 18446 to a point in the southerly limit of Lower Base Line Road also being the most easterly point of Part 1, Plan 20R-18446;

THENCE westerly along the southerly limit of Lower Base Line Road, to the most southerly corner of Part 1, Plan 20R-18446;

THENCE northerly along the south westerly limit of Part 1, Plan 20R-18446; to a point where the said limit intersects the centreline of Lower Base Line Road.

THENCE easterly along the centreline of Lower Base Line Road, through Part 1 on Plan 20R-18446 to the point of commencement.

SECONDLY:

Parts 2 to 11 both inclusive on a Plan of Survey deposited at the Halton Land Registry Office (No. 20), November 27, 2009 as Plan 20R-18446.

Lands to be Annexed to Ward 9

COMMENCING at a point where the centreline of Highway 401 is intersected by the existing westerly limit, as it existed on December 31, 2009, of the City of Mississauga;

THENCE southerly along the existing westerly limit of the City of Mississauga to a point where the said City limit intersects the centreline of the St. Lawrence and Hudson Railway Company lands;

THENCE westerly along the centerline of the St. Lawrence and Hudson Railway lands to a point where the said centreline intersects the centreline of Highway 407;

THENCE northerly along the centreline of Highway 407 to a point where the said centreline intersects the centreline of Highway 401;

THENCE easterly along the centreline of Highway 401 to the point of commencement.

Lands to be Annexed to Ward 10

COMMENCING at a point where the centerline of the St. Lawrence and Hudson Railway Company lands is intersected by the existing westerly limit, as it existed on December 31, 2009, of the City of Mississauga;

THENCE southerly along the existing westerly limit of the City of Mississauga, to the northerly limit of Eglinton Avenue;

THENCE westerly along the production of the northerly limit of Eglinton Avenue to the northerly angle of Part 1, Plan 20R-18446;

THENCE southerly along the north easterly limit of Part 1 on Plan 20R-18446 to a point where the north easterly limit of Part 1 on Plan 20R-18446 intersects the centreline of Lower Base Line Road;

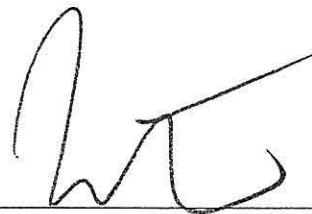
THENCE westerly along the centreline of Lower Base Line Road, through Part 1 on Plan 20R-18446 to the south westerly limit of Part 1 on Plan 20R-18446;

THENCE northerly along the south westerly limit of Part 1, Plan 20R-18446 to a point where the said limit intersects the northerly limit of Lower Base Line Road being the westerly angle of Part 1 on Plan 20R-18446;

THENCE westerly along the northerly limit of Lower Base Line Road to the intersection of the centreline of Highway 407;

THENCE northerly from the last mention point along the centreline of Highway 407 to a point where the said centreline intersects the centerline of the St. Lawrence and Hudson Railway Company lands;

THENCE easterly along the centerline of the St. Lawrence and Hudson Railway Company lands to the point of commencement.



Minister of Municipal Affairs and Housing

Dated onDecember 17....., 2009.

THE CORPORATION OF THE TOWN OF MILTON

BY-LAW NO. 020-2007

A BY-LAW TO AUTHORIZE A FRANCHISE AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF MILTON AND UNION GAS LIMITED

WHEREAS the Council of the Corporation of the Town of Milton 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 the 30th day of May, 2007 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 Town of Milton enacts as follows:

1. **THAT** the Franchise Agreement between the Corporation of the Town of Milton and Union Gas Limited, attached hereto and forming part of this by-law, is hereby authorized and the franchise provided for therein is hereby granted.
2. **THAT** the Mayor and Clerk be and they are hereby authorized and instructed on behalf of the Corporation of the Town of Milton to enter into and execute under its corporate seal and deliver the Franchise Agreement, which is hereby incorporated into and forming part of this By-Law.
3. **THAT** the following by-law be and the same is hereby repealed:

By-law #13-77 for the Corporation of the Town of Milton, passed in Council on the 7th day of November, 1977;
4. **THAT** this by-law shall come into force and take effect as of the final passing thereof.

Read a first time this 26th day of February, 2007.

Read a second time this 26th day of February, 2007.

Read a third time and finally passed this 25th day of June, 2007.

THE CORPORATION OF THE TOWN OF MILTON

[Original Signed By Gordon Krantz]

Gordon A. Krantz, Mayor

[Original Signed By Troy McHarg]

Troy McHarg, Clerk

Certified a true copy
Dated at the Town of Milton
this 26 day of July 2007
[Original Signed By Deputy Clerk]
Deputy Clerk

2000 Model Franchise Agreement

THIS AGREEMENT effective this 25th day of June, 2007

BETWEEN:

THE CORPORATION OF THE TOWN OF MILTON

hereinafter called the "Corporation"

- and -



uniongas

LIMITED

hereinafter called the "Gas Company"

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

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

THEREFORE the Corporation and the Gas Company agree as follows:

Part I - Definitions

1. In this Agreement

- (a) "decommissioned" and "decommissions" when used in connection with parts of the gas system, mean any parts of the gas system taken out of active use and purged in accordance with the applicable CSA standards and in no way affects the use of the term 'abandoned' pipeline for the purposes of the *Assessment Act*;

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

Part II - Rights Granted

2. To provide gas service

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

3. To Use Highways

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

4. Duration of Agreement and Renewal Procedures

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

or

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

Part III – Conditions

5. Approval of Construction

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

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

6. As Built Drawings

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

7. Emergencies

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

8. Restoration

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

9. Indemnification

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

10. Insurance

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

11. **Alternative Easement**

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

12. **Pipeline Relocation**

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

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

Part IV - Procedural And Other Matters

13. Municipal By-laws of General Application

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

14. Giving Notice

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

15. Disposition of Gas System

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

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

16. Use of Decommissioned Gas System

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

17. Franchise Handbook

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

18. Other Conditions

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

19. Agreement Binding Parties

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

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

**THE CORPORATION OF THE TOWN
OF MILTON**

Per: *[Original Signed By Gordon Krantz]*

Gordon A. Krantz, Mayor

Per: *[Original Signed By Troy McHarg]*

Troy McHarg, Clerk

UNION GAS LIMITED

Per: *[Original Signed By Rick Birmingham]*

Michael R. Birmingham, Vice President

Per: *[Original Signed By Curt Bernardi]*

Curt Bernardi, Assistant Secretary

EB-2008-0078

Certificate of Public Convenience and Necessity

The Ontario Energy Board hereby grants

Union Gas Limited

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

Town of Milton

This certificate supersedes the portions of the Certificate of Public Convenience and Necessity F.B.C. 324 associated with the former Town of Milton, the former Township of Trafalgar and a portion of the former Township of Esquesing that are now within the Town of Milton.

DATED at Toronto, June 10, 2008
ONTARIO ENERGY BOARD

Original signed by

Neil McKay
Manager, Facilities Applications