500 Consumers Road
North York, Ontario
M2J 1P8
PO Box 650
Scarborough ON M1K 5E3

Lesley Austin
Regulatory Coordinator
Regulatory Proceedings
phone: (416) 495-6505
fax: (416) 495-6072

VIA COURIER AND RESS

November 17, 2008

Ms. Kirsten Walli
Board Secretary
Ontario Energy Board
2300 Yonge Street, 27th Floor
Toronto, Ontario
M4P 1E4

Dear Ms. Walli:

Re: Enbridge Gas Distribution Inc. ("Enbridge") Application for Franchise Renewal with the Township of Amaranth ("Township")

Enbridge wishes to apply to the Ontario Energy Board (the "Board") for an order granting approval for the renewal of its franchise with the Township, using the 2000 Model Franchise Agreement. The agreement between the Township and Enbridge is set to expire on March 1, 2009.

Enbridge is submitting this application through the Board's RESS system; as well please find enclosed two paper copies and one cd of the following:

1. The aforementioned application
2. Schedule A – A map showing the location of the Township of Amaranth
3. Schedule B – The current By-Law 11-89 and Franchise Agreement – March 1, 1989
4. Schedule C – Board Order – EBA 476 approving the current Franchise Agreement – December 21, 1988
5. Schedule D - The Certificate of Public Convenience and Necessity for the Township of Amaranth (E.B.C. 49) – July 14, 1966
6. Schedule E – The signed Resolution from the Township, the form of the by-law and the proposed franchise agreement

Enbridge looks forward to receiving the direction from the Board in this matter.

The contact information for this matter follows below:

Corporation of the Township of Amaranth
374028 6th Line, R.R. 7
Orangeville, Ontario L9W 2Z3
Tel: (519) 941-1007
Fax: (519) 941-1802
Attn: Susan M. Stone
CAO/Clerk-Treasurer

Enbridge Gas Distribution Inc. (Head Office)
500 Consumers' Road
Toronto, Ontario M2J 1P8
Tel: (416) 495-5891
Fax: (416) 495-5994
Attn: Tania Persad
Senior Legal Counsel, Regulatory

Enbridge Gas Distribution Inc. (Regional Office)
6 Colony Court
Brampton, Ontario L6T 4E4
Tel: (905) 458-2135
Fax: (905) 458-2129
Attn: John Finkbiner
Manager Sales Development
Central Region West

Sincerely,

Lesley Austin
Regulatory Coordinator

Attachment

cc: Tania Persad – EGD, Senior Legal Counsel, Regulatory
John Finkbiner – Manager Sales Development – Central Region West

EB-2008-

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 Distribution Inc. for an order extending the term of the right to construct or operate works for the distribution of gas, and the right to extend or add to the works, in the Township of Amaranth.

A P P L I C A T I O N

1. Enbridge Gas Distribution Inc. (the "Applicant") is an Ontario corporation with its head office in the City of Toronto.

2. The Corporation of the Township of Amaranth ("Corporation") is a municipal Ontario corporation with its head office at 374028 6th Line, R.R. 7, Orangeville, Ontario, L9W 2Z3. The Corporation's CAO/Clerk-Treasurer is Ms. Susan M. Stone. Attached hereto and marked as Schedule "A" is a map showing the geographical location of the Township of Amaranth ("Municipality").

3. The Applicant and the Corporation are party to a municipal gas franchise agreement. Attached hereto and marked as Schedule "B" is a copy of the franchise agreement and by-law 11-89 enacted March 1, 1989. Also attached as Schedule "C" is the Ontario Energy Board's Order EBA 476 granting approval for the agreement dated December 21, 1988.

4. The Applicant possesses a certificate of public convenience and necessity dated July 14, 1966 (the "Certificate") permitting it to distribute, store and transmit gas in the part of the Municipality that comprises the geographical area of the Township of Amaranth. A copy of the Certificate is attached hereto and marked as Schedule "D".

5. The Applicant wishes to renew its municipal gas franchise with the Corporation and to continue serving the Municipality in accordance with the Certificate. The Applicant respectfully submits that it is in the public interest to do so. Attached hereto and marked as Schedule "E" is a signed resolution, the form of the Corporation's by-law granting to the Applicant the franchise renewal and a copy of the proposed franchise agreement between the Applicant and the Corporation ("the Agreement").

6. The proposed municipal gas franchise agreement is in the form of the Ontario Energy Board ("Board") approved 2000 Model Franchise Agreement, with no amendments and is for a term of twenty years.

7. The Applicant hereby applies to the Board, pursuant to Section 9 of the *Municipal Franchises Act,* R.S.O. c. M.55, for:

   i) an Order renewing the Applicant's right to distribute, store, and transmit gas in and through the Municipality for such period of time and upon the terms set out in the Agreement, or as may otherwise be prescribed by the Board;

   ii) an Order directing and declaring that the assent of the municipal electors to the terms and conditions of the franchise agreement is not necessary; and

8. The persons affected by this application are the customers and other residents in the Municipality. Because of the number of such persons, it is impractical to set out their names and addresses herein.

DATED at Toronto this 17th day of November, 2008.

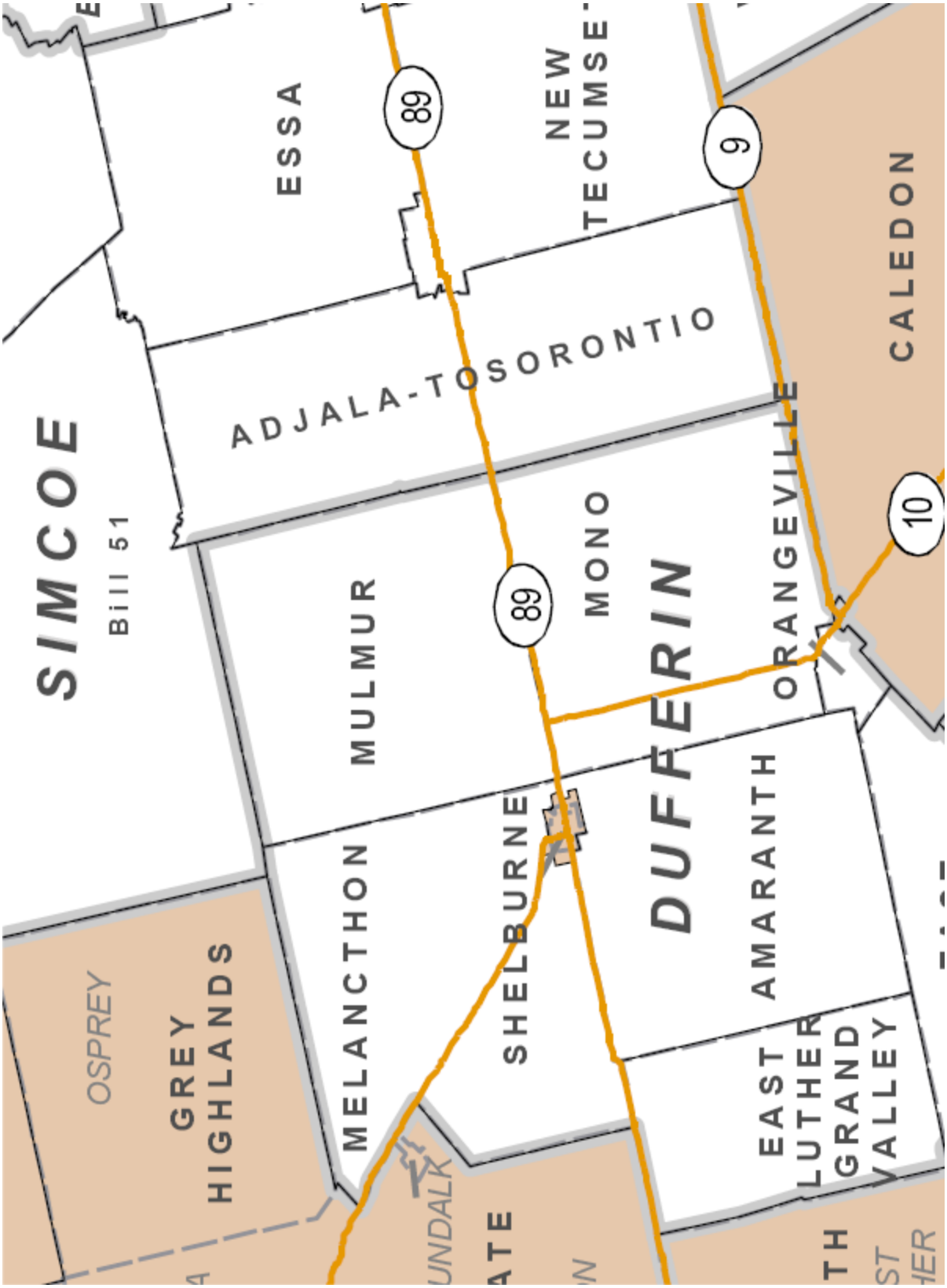
ENBRIDGE GAS DISTRIBUTION INC.
500 Consumers Road
Toronto ON M2J 1P8
by its Solicitor

Tania Persad

Tania Persad
Senior Legal Counsel, Regulatory
Tel: (416) 495-5891
Fax: (416) 495-5994
E-mail: Tania.Persad@enbridge.com

Mailing Address:
P.O. Box 650
Toronto ON M1K 5E3

Schedule A


SIMCOE
Bill 51
ESSA
89
NEW TECUMSETH
9
CALEDON
ADJALA-TOSORONTIO
MULMUR
89
MONO
DUFFERIN
ORANGEVILLE
10
MELANCTHON
SHELBURNE
AMARANTH
EAST LUTHER GRAND VALLEY
OSPREY
GREY HIGHLANDS

Schedule B

THE CORPORATION OF THE TOWNSHIP OF AMARANTH

BY-LAW NUMBER 11-89

A BY-LAW TO AUTHORIZE A FRANCHISE AGREEMENT BETWEEN THE CORPORATION AND THE CONSUMERS' GAS COMPANY LTD.

WHEREAS the Council of the Corporation deems it expedient to enter into the attached franchise agreement with The Consumers' Gas Company Ltd.;

AND WHEREAS the Ontario Energy Board by its Order issued pursuant to The Municipal Franchises Act on the 14th day of December 1988 has approved the terms and conditions upon which and the period for which the franchise provided for in the attached agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of this By-law is not necessary;

AND WHEREAS The Consumers' Gas Company Ltd. has provided the Corporation with a consent to the repeal of the By-law hereinafter referred to:

NOW THEREFORE BE IT ENACTED:

1. That the attached franchise agreement between the Corporation and The Consumers' Gas Company Ltd. is hereby authorized and the franchise provided for therein is hereby granted.

2. That the Reeve and Clerk are hereby authorized and instructed on behalf of the Corporation to enter into and execute under its corporate seal and deliver the aforesaid agreement, which agreement is hereby incorporated into and shall form part of this By-law.

3. That the By-law referred to in Schedule "A" annexed hereto and forming part of this By-law is hereby repealed insofar as it applies to any area within the present geographic limits of the Corporation.

ENACTED AND PASSED this 1st **day of** march **19** 89

CLERK

Reeve

084-01 (REV. 81/06)

SCHEDULE "A"

By-Law No. 1033 passed by the Council of the Corporation of the Township of Amaranth on the 6th day of July, 1966

THE CONSUMERS' GAS COMPANY LTD.

FRANCHISE AGREEMENT

THIS AGREEMENT made this day of , 19
BETWEEN:

THE CORPORATION OF THE TOWNSHIP **OF** AMARANTH

hereinafter called the "Corporation"

- and -

THE CONSUMERS' GAS COMPANY LTD.

hereinafter called the "Gas Company"

WHEREAS the Gas Company desires to distribute and sell 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 Reeve and the Clerk have been authorized and directed to execute this Agreement on behalf of the Corporation;

THEREFORE the Corporation and the Gas Company agree as follows:

I Definitions

1. In this Agreement:

(a) "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;

(b) "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 supply, transmission and distribution of gas in or through the Municipality;

(c) "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;

(d) "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:

(e) "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.

II Rights Granted

1. To provide gas service.

The consent of the Corporation is hereby given and granted to the Gas Company to supply gas in the Municipality to the Corporation and to the inhabitants of the Municipality.

2. To use road allowances.

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 supply, distribution and transmission of gas in and through the Municipality.

3. Duration of Agreement and Renewal Procedures.

The rights hereby given and granted shall be for a term of * twenty (20) years from the date of final passing of the By-law.

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. Nothing herein stated shall 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.**

III Conditions

1. Approval of Construction.

Before beginning construction of or any extension or change to the gas system (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 location, showing the highways in which it proposes to lay its gas system and the particular parts thereof it proposes to occupy. Geodetic information will not be required except in complex urban intersections in order to facilitate known projects, being projects which are reasonably anticipated by the Engineer/Road Superintendent. The Engineer/Road Superintendent may require sections of the gas system to be laid at a greater depth than required by C.S.A. Z184-M1986 to facilitate known projects. The location of the work as shown on the said plan must be approved by the Engineer/Road Superintendent before the commencement of the work and the timing, terms and conditions relating to the installation of such works shall be to his satisfaction.

Notwithstanding the provisions of the above noted paragraph, in the event it is proposed to affix a part of the gas system to a bridge, viaduct or structure, the Engineer/Road Superintendent may, if the Engineer/Road Superintendent approves of such location, require special conditions or a separate agreement.

No excavation, opening or work which shall disturb or interfere with the surface of the travelled portion of any highway shall be made or done unless a permit therefor has first been obtained from the Engineer/Road Superintendent and all works shall be done to his satisfaction.

The Engineer/Road Superintendent's approval, where required throughout this section, shall not be withheld unreasonably.

2. As Built Drawings.

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. After completion of the construction, where plans were initially filed, an "as built" plan of equal quality to the pre-construction plan or certification that the pre-construction plan is "as built" will be filed with the Engineer/Road Superintendent.

3. Emergencies.

In the event of an emergency involving the gas system, the Gas Company will proceed with the work and in any instance where prior approval of the Engineer/Road Superintendent is normally required, 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 having jurisdiction.

* The rights given and granted for a first agreement shall be for a term of 20 years. The rights given and granted for any subsequent agreement shall be for a term of not more than 15 years, unless both parties agree to extend the term to a term of 20 years maximum.

4. 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 any reasonable account therefor as certified by the Engineer/Road Superintendent.

5. 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.

6. 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 to provide, if it is feasible, 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 will share, as provided in clause III, 7 of this Agreement, in the cost of relocating or altering the gas system to facilitate continuity of gas service.

7. Pipeline Relocation.

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.

Where any part of the gas system relocated in accordance with this section is located on a bridge, viaduct or structure, the Gas Company shall alter or relocate, at its sole expense, such part of the gas system.

Where any part of the gas system relocated in accordance with this section 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:

(a) 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,

(b) 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,

(c) the amount paid by the Gas Company to contractors for work related to the project,

(d) the cost to the Gas Company for materials used in connection with the project, and

(e) a reasonable amount for project engineering and project administrative costs which shall be 22.5% of the aggregate of the amounts determined in items (a), (b), (c) and (d) above.

The total relocation costs as calculated above shall be paid 35% by the Corporation and 65% by the Gas Company.

8. Notice to Drainage Superintendent.

In a case where the gas system may affect a municipal drain, the Gas Company shall file with the Drainage Superintendent, for purposes of the **Drainage Act**, or other person responsible for the drain, a copy of the plan required to be filed with the Engineer/Road Superintendent.

IV Procedural And Other Matters

1. Municipal By-laws of General Application.

This Agreement and the respective rights and obligations hereunto of the parties hereto are hereby declared to be subject to the provisions of all regulating statutes and all municipal by-laws of general application and to all orders and regulations made thereunder from time to time remaining in effect save and except by-laws which impose permit fees and by-laws which have the effect of amending this Agreement.

2. Giving Notice.

Notices may be given by delivery or by mail, and if mailed, by prepaid registered post, to the Gas Company at its head office or to the Clerk of the Corporation at its municipal offices, as the case may be.

3. Disposition of Gas System.

During the term of this Agreement, if the Gas Company abandons a part of its gas system affixed to a bridge. viaduct or structure, the Gas Company shall, at its sole expense, remove that part of its gas system affixed to the bridge, viaduct or structure.

If at any time the Gas Company abandons any other part of its gas system, it shall deactivate that part of its gas system in the Municipality. Thereafter, the Gas Company shall have the right, but nothing herein contained shall require it, to remove its gas system. If the Gas Company fails to remove its gas system and the Corporation requires the removal of all or any of the 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 deactivated 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.

4. Agreement Binding Parties.

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

IN WITNESS WHEREOF the parties hereto have duly executed these presents with effect from the date first above written.

THE CORPORATION OF THE TOWNSHIP OF AMARANTH

Reeve

Clerk

THE CONSUMERS' GAS COMPANY LTD.

SR. VICE-PRESIDENT

R.J. Reid
Corporate Secretary

DATED **19**

THE CORPORATION OF THE TOWNSHIP **OF** AMARANTH

- and -

THE CONSUMERS' GAS COMPANY LTD.

FRANCHISE AGREEMENT

THE CONSUMERS' GAS COMPANY LTD.
100 Simcoe Street
Toronto, Ontario
M5H 3G2

Attention: Legal Department

084.02 (REV 88/02)

Schedule C

Ontario Energy Board | Commission de l'Énergie de l'Ontario

E.B.A. 476

IN THE MATTER OF the Municipal Franchises Act, R.S.O. 1980, Chapter 309;

AND IN THE MATTER OF a proposed by-law granting The Consumers' Gas Company Ltd. the right to construct and operate works for the distribution of gas and to supply gas to the inhabitants of the Township of Amaranth;

BEFORE: C.A. Wolf Jr. Presiding Member) J.C. Butler Vice-Chairman) December 14, 1988

O R D E R

UPON The Consumers' Gas Company Ltd. ("Consumers Gas") having filed an application dated December 5, 1985 (the "Application") with the Ontario Energy Board (the "Board") under Section 9 of the Municipal Franchises Act (the "Act") for approval of the terms and conditions upon which, and the period for which, the right to construct and operate works for the distribution of gas in the Township of Amaranth and the right to supply gas to the inhabitants of the Township of Amaranth is to be granted to Consumers Gas, and having requested the Board to declare and direct, pursuant to subsection 9(4) of the Act, that the assent of the municipal electors to the by-law is not necessary;

AND WHEREAS a model gas franchise agreement was developed by the Municipal Franchise Agreement Committee pursuant to recommendations in the Board's Report E.B.O. 125, to provide a model form of franchise agreement acceptable to the municipalities and the gas distribution companies;

AND WHEREAS the proposed franchise agreement attached to the draft by-law and forming part of the Resolution of the municipality conforms with the model municipal franchise agreement;

AND UPON a Resolution having been passed by the Council of the Corporation of the Township of Amaranth approving the form of the draft by-law authorizing a franchise agreement and requesting that the Board dispense with the assent of the municipal electors in respect of the by-law;

AND UPON Notice of Application and Notice of Hearing having been served upon the Clerk of the Township of Amaranth and having been published as directed by the Board;

AND UPON the Application having been heard in Toronto on December 14, 1988;

AND UPON the Board having issued an oral decision at the hearing, wherein the Board approved the application;

THE BOARD HEREBY APPROVES the terms and conditions upon which and the period for which the right to construct and operate works for the distribution of gas in the Township of Amaranth and to supply gas to the municipality and its inhabitants, as set out in the proposed by-law and franchise agreement attached as Appendix "A" hereto.

AND THE BOARD DECLARES AND DIRECTS that the assent of the municipal electors of the Township of Amaranth to the by-law is not necessary.

CONSUMERS GAS SHALL PAY THE COSTS OF THE Board forthwith after these are fixed.

ISSUED at Toronto this 21st day of December, 1988.

ONTARIO ENERGY BOARD

S.A.C. Thomas
Board Secretary

Appendix "A" to Board Order
E.B.A. 476 dated December 21, 1988.

S.A.C. Thomas
Board Secretary

18

THE CORPORATION OF THE TOWNSHIP OF AMARANTH

RESOLUTION

Moved by G. Rintoul

Seconded by Rosenbrock

I, Wm. Bospoort, CLERK do hereby certify that the foregoing is a true copy of ~~By-law~~ Resolution No. 18 duly passed in open council on the 3rd day of August 1988.

03/08/88
Date

Signature

BE IT RESOLVED:

1. That this Council approves the form of draft By-law (including the franchise agreement forming part thereof) attached hereto and authorizes the submission thereof to the Ontario Energy Board for approval pursuant to the provisions of Section 9 of The Municipal Franchises Act.

2. That this Council requests the Ontario Energy Board to make an order dispensing with the assent of the municipal electors in respect of the attached draft By-law (including the franchise agreement forming part thereof) pursuant to the provisions of Section 9(4) of The Municipal Franchises Act.

Carried
Charles Bryant

Certified to be a true copy of a resolution passed by the Council of the Corporation of the Township of Amaranth on the 3rd day of August, 1988.

Clerk

084.04 (Rev. 1/77)

THE CORPORATION OF THE TOWNSHIP OF AMARANTH

BY-LAW NUMBER _____ DRAFT

A BY-LAW TO AUTHORIZE A FRANCHISE AGREEMENT BETWEEN THE CORPORATION AND THE CONSUMERS' GAS COMPANY LTD.

WHEREAS the Council of the Corporation deems it expedient to enter into the attached franchise agreement with The Consumers' Gas Company Ltd.;

AND WHEREAS the Ontario Energy Board by its Order issued pursuant to The Municipal Franchises Act on the day of 19 has approved the terms and conditions upon which and the period for which the franchise provided for in the attached agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of this By-law is not necessary;

NOW THEREFORE BE IT ENACTED:

1. That the attached franchise agreement between the Corporation and The Consumers' Gas Company Ltd. is hereby authorized and the franchise provided for therein is hereby granted.

2. That the Reeve and Clerk are hereby authorized and instructed on behalf of the Corporation to enter into and execute under its corporate seal and deliver the aforesaid agreement, which agreement is hereby incorporated into and shall form part of this By-law.

3. That the By-law referred to in Schedule "A" annexed hereto and forming part of this By-law is hereby repealed insofar as it applies to any area within the present geographic limits of the Corporation.

ENACTED AND PASSED this day of 19 .

CLERK

Reeve

SCHEDULE "A"

By-Law No. 1033 passed by the Council of the Corporation of the Township of Amaranth on the 6th day of July, 1966.

THE CONSUMERS' GAS COMPANY LTD.

FRANCHISE AGREEMENT

DRAFT

THIS AGREEMENT made this day of . 19
BETWEEN:

THE CORPORATION OF THE TOWNSHIP **OF** AMARANTH

hereinafter called the "Corporation"

- and -

THE CONSUMERS' GAS COMPANY LTD.

hereinafter called the "Gas Company"

WHEREAS the Gas Company desires to distribute and sell 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 Reeve and the Clerk have been authorized and directed to execute this Agreement on behalf of the Corporation;

THEREFORE the Corporation and the Gas Company agree as follows:

I Definitions

1. In this Agreement:

(a) "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;

(b) "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 supply, transmission and distribution of gas in or through the Municipality;

(c) "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;

(d) "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;

(e) "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.

II Rights Granted

1. To provide gas service.

The consent of the Corporation is hereby given and granted to the Gas Company to supply gas in the Municipality to the Corporation and to the inhabitants of the Municipality.

2. To use road allowances.

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 supply, distribution and transmission of gas in and through the Municipality.

3. Duration of Agreement and Renewal Procedures.

The rights hereby given and granted shall be for a term of * 20 (twenty) years from the date of final passing of the By-law.

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. Nothing herein stated shall 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.**

III Conditions

1. Approval of Construction.

Before beginning construction of or any extension or change to the gas system (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 location, showing the highways in which it proposes to lay its gas system and the particular parts thereof it proposes to occupy. Geodetic information will not be required except in complex urban intersections in order to facilitate known projects, being projects which are reasonably anticipated by the Engineer/Road Superintendent. The Engineer/Road Superintendent may require sections of the gas system to be laid at a greater depth than required by C.S.A. Z184-M1986 to facilitate known projects. The location of the work as shown on the said plan must be approved by the Engineer/Road Superintendent before the commencement of the work and the timing, terms and conditions relating to the installation of such works shall be to his satisfaction.

Notwithstanding the provisions of the above noted paragraph, in the event it is proposed to affix a part of the gas system to a bridge, viaduct or structure, the Engineer/Road Superintendent may, if the Engineer/Road Superintendent approves of such location, require special conditions or a separate agreement.

No excavation, opening or work which shall disturb or interfere with the surface of the travelled portion of any highway shall be made or done unless a permit therefor has first been obtained from the Engineer/Road Superintendent and all works shall be done to his satisfaction.

The Engineer/Road Superintendent's approval, where required throughout this section, shall not be withheld unreasonably.

2. As Built Drawings.

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. After completion of the construction, where plans were initially filed, an "as built" plan of equal quality to the pre-construction plan or certification that the pre-construction plan is "as built" will be filed with the Engineer/Road Superintendent.

3. Emergencies.

In the event of an emergency involving the gas system, the Gas Company will proceed with the work and in any instance where prior approval of the Engineer/Road Superintendent is normally required, 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 having jurisdiction.

* The rights given and granted for a first agreement shall be for a term of 20 years. The rights given and granted for any subsequent agreement shall be for a term of not more than 15 years, unless both parties agree to extend the term to a term of 20 years maximum.

4. 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 any reasonable account therefor as certified by the Engineer/Road Superintendent.

5. 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.

6. 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 to provide, if it is feasible, 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 will share, as provided in clause III, 7 of this Agreement, in the cost of relocating or altering the gas system to facilitate continuity of gas service.

7. Pipeline Relocation.

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.

Where any part of the gas system relocated in accordance with this section is located on a bridge, viaduct or structure, the Gas Company shall alter or relocate, at its sole expense, such part of the gas system.

Where any part of the gas system relocated in accordance with this section 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:

(a) 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.

(b) 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,

(c) the amount paid by the Gas Company to contractors for work related to the project,

(d) the cost to the Gas Company for materials used in connection with the project, and

(e) a reasonable amount for project engineering and project administrative costs which shall be 22.5% of the aggregate of the amounts determined in items (a), (b), (c) and (d) above.

The total relocation costs as calculated above shall be paid 35% by the Corporation and 65% by the Gas Company.

8. Notice to Drainage Superintendent.

In a case where the gas system may affect a municipal drain, the Gas Company shall file with the Drainage Superintendent, for purposes of the **Drainage Act**, or other person responsible for the drain, a copy of the plan required to be filed with the Engineer/Road Superintendent.

IV Procedural And Other Matters

1. Municipal By-laws of General Application.

This Agreement and the respective rights and obligations hereunto of the parties hereto are hereby declared to be subject to the provisions of all regulating statutes and all municipal by-laws of general application and to all orders and regulations made thereunder from time to time remaining in effect save and except by-laws which impose permit fees and by-laws which have the effect of amending this Agreement.

2. Giving Notice.

Notices may be given by delivery or by mail, and if mailed, by prepaid registered post, to the Gas Company at its head office or to the Clerk of the Corporation at its municipal offices, as the case may be.

3. Disposition of Gas System.

During the term of this Agreement, if the Gas Company abandons a part of its gas system affixed to a bridge, viaduct or structure, the Gas Company shall, at its sole expense, remove that part of its gas system affixed to the bridge, viaduct or structure.

If at any time the Gas Company abandons any other part of its gas system, it shall deactivate that part of its gas system in the Municipality. Thereafter, the Gas Company shall have the right, but nothing herein contained shall require it, to remove its gas system. If the Gas Company fails to remove its gas system and the Corporation requires the removal of all or any of the 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 deactivated 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

4. Agreement Binding Parties.

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

IN WITNESS WHEREOF the parties hereto have duly executed these presents with effect from the date first above written.

THE CORPORATION OF THE TOWNSHIP OF AMARANTH

_____
Reeve

_____
Clerk

THE CONSUMERS' GAS COMPANY LTD.

_____

_____

DATED **19**

THE CORPORATION OF THE TOWNSHIP OF AMARANTH

- and -

THE CONSUMERS' GAS COMPANY LTD.

FRANCHISE AGREEMENT

THE CONSUMERS' GAS COMPANY LTD.
100 Simcoe Street
Toronto, Ontario
M5H 3G2

Attention: Legal Department

THE ONTARIO ENERGY BOARD

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

AND IN THE MATTER of an application by The Consumers' Gas Company for a certificate of public convenience and necessity to construct works and to supply natural gas to the Township of Amaranth, in the County of Dufferin.

B E F O R E:

A.R. Crozier, Chairman
A.B. Jackson, Vice Chairman
} Friday, the 10th day of June, 1966.

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

UPON the Application of The Consumers' Gas Company (hereinafter called the Applicant) for a certificate pursuant to the provisions of The Municipal Franchises Act, R.S.O. 1960, Chapter 255 and amendments thereto and upon the hearing of such Application by the Board at the City of Toronto, on the 10th day of June, 1966, after due notice had been given as directed by the Board, in the presence of Counsel for the Applicant, no one else appearing, upon consideration of the evidence and exhibits produced at the hearing and upon hearing what was alleged by Counsel for the Applicant

1. THIS BOARD DOTH ORDER that a Certificate of Public Convenience and Necessity be and the same is hereby granted to The Consumers' Gas Company for the supply of natural gas to the inhabitants of the Township of Amaranth and for the construction of the works necessary therefor.

2. This Board fixes the costs of this Application at $25.00 payable forthwith by the Applicant.

DATED AT TORONTO this 14th day of July, A.D.1966.

THE ONTARIO ENERGY BOARD

A.B. Jackson

Board Secretary,
Pro Tempore.

THE ONTARIO ENERGY BOARD

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

AND IN THE MATTER of an application by The Consumers ' Gas Company for a certificate of public convenience and necessity to construct works and to supply natural gas to the Township of Amaranth, in the County of Dufferin.

CERTIFICATE
OF PUBLIC CONVENIENCE AND NECESSITY

McDONALD and ZIMMERMAN
111 Richmond St. West,
Toronto 1, Ontario.

Schedule E

THE CORPORATION OF THE TOWNSHIP OF AMARANTH

TOWNSHIP OF AMARANTH

COPY

NUMBER _____

MOVED BY: Percy Way

SECONDED BY: Bill Cowie

DATE: NOVEMBER 5, 2008

BE IT RESOLVED THAT:

COUNCIL APPROVES THE FORM OF DRAFT BY-LAW (INCLUDING THE FRANCHISE AGREEMENT FORMING PART THEREOF) ATTACHED HERETO AND AUTHORIZES THE SUBMISSION THEREOF TO THE ONTARIO ENERGY BOARD FOR APPROVAL PURSUANT TO THE PROVISIONS OF SECTION 9 OF THE MUNICIPAL FRANCHISES ACT;
AND THAT COUNCIL REQUESTS THE ONTARIO ENERGY BOARD TO MAKE AN ORDER DISPENSING WITH THE ASSENT OF THE MUNICIPAL ELECTORS OF THE ATTACHED DRAFT BY-LAW (INCLUDING THE FRANCHISE AGREEMENT FORMING PART THEREOF) PURSUANT TO THE PROVISIONS OF SECTION 9(4) OF THE MUNICIPAL FRANCHISES ACT.

Carried

Defeated [] Carried [] Head of Council _____

Recorded Vote	Yea	Nay	Abstain
Deputy-Mayor Walter Kolodziechuk	[]	[]	[]
Councillor Jane Aultman	[]	[]	[]
Councillor William Cowie	[]	[]	[]
Councillor Percy Way	[]	[]	[]
Mayor Don MacIver	[]	[]	[]