



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

December 9, 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 Approval of Franchise Agreement and New CPCN
Town of Cobourg**

Attached is an Application by Enbridge Gas Inc. for Orders of the Ontario Energy Board with respect to a Franchise Agreement with the Town of Cobourg pursuant to section 10 of the *Municipal Franchises Act* and a new Certificate of Public Convenience and Necessity for the Town of Cobourg. There is a disagreement between Enbridge Gas Inc. and the Town of Cobourg with regards to the terms and conditions of the proposed Franchise Agreement.

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

Yours truly,

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

Encl.

ONTARIO ENERGY BOARD

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

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

AND IN THE MATTER OF an Application by Enbridge Gas Inc. for an Order cancelling and superseding the existing F.B.C. 49 Certificate of Public Convenience and Necessity held by Enbridge Gas Inc. related to the Town of Cobourg and replacing it with a Certificate of Public Convenience and Necessity to construct works to supply natural gas in the current Town of Cobourg.

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 Cobourg (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 7,860 customers in the Town of Cobourg. Enbridge Gas and its predecessors have been providing access to natural gas distribution services within the lower-tier municipalities in the Town of Cobourg since approximately 1955.
3. The Town of Cobourg is a lower-tier municipality within the County of Northumberland. On July 1, 1837, Cobourg was officially incorporated as a town.
4. Enbridge Gas (Union Gas Limited) has an existing franchise agreement in place with the Town of Cobourg effective January 24, 2005 pursuant to Bylaw 86-2004 (attached as Schedule B).
5. Enbridge Gas has a Certificate of Public Convenience and Necessity (CPCN) for the Town of Cobourg (F.B.C. 49) dated March 23, 1956 which is attached as Schedule "C". Since the issuance of the F.B.C. 49 CPCN, Enbridge Gas is aware of at least three instances (in 1965, 1983 and 1997) in which the Town of Cobourg annexed portions of the Township of Hamilton:

- In 1965, the Town of Cobourg annexed part of the Township of Hamilton (see Schedule D1 for an excerpt from the 1971 Canada Census). At that time, all parts of the Township of Hamilton were covered under the F.B.C. 210 CPCN held by Union Gas Limited.
 - In 1983, the Town of Cobourg annexed portions of the Township of Hamilton pursuant to Ontario Regulation 692/82 (see attached Schedule D2). At that time, all parts of the Township of Hamilton were covered under the F.B.C. 210 CPCN held by Union Gas Limited.
 - In 1997, the Town of Cobourg annexed approximately 6.8 km² (1,673 acres) of the Township of Hamilton (see attached Schedule D3 for a related newspaper article). At that time, all parts of the Township of Hamilton were covered under the F.B.C. 210 CPCN held by Union Gas Limited.
6. Immediately following these annexations, Enbridge Gas (Union Gas Limited) held the CPCN rights for all the lands that now make up the Town of Cobourg (through the F.B.C. 49 and F.B.C. 210 CPCNs), but the F.B.C. 210 CPCN has since been replaced by the EB-2024-0290 CPCN for the Township of Hamilton¹. As such, the proposal to replace the F.B.C. 49 CPCN will result in a change to overall existing CPCN rights currently held by Enbridge Gas in this area because the EB-2024-0290 CPCN does not include those former areas of the Township of Hamilton that are now part of the Town of Cobourg. Enbridge Gas is not aware of any other person holding a CPCN for any part of the current Town of Cobourg.
 7. On November 13, 2024, Enbridge Gas sent an email to initiate discussions with the Town of Cobourg to commence the process to renew a 20-year franchise agreement using the approved Model Franchise Agreement (see Schedule E). This email was sent over 2 months in advance of the January 24, 2025 expiry of the current franchise agreement between the Town of Cobourg and the former Union Gas Limited. Enbridge Gas believes that this notification satisfied the conditions within paragraph 4(c) of the Model Franchise Agreement to extend the current terms and conditions until a new franchise agreement is executed.
 8. At that time, Enbridge Gas informed the Town of Cobourg that the current Model Franchise Agreement was to be used as the model for such renewals. Enbridge Gas provided the Town of Cobourg with a draft bylaw, a draft resolution and the Model Franchise Agreement to be used for the renewal process. The Town of Cobourg was also provided with a copy of the Gas Franchise Handbook as an explanatory supplement to the Model Franchise Agreement.
 9. Discussions continued between Enbridge Gas and the Town of Cobourg in an attempt to come to an agreement with respect to the use of the Model Franchise Agreement.

¹ [EB-2024-0290 – Decision and Order dated December 17, 2024](#)

10. On November 6, 2025, Enbridge Gas delivered a presentation to the Town of Cobourg's Corporate, Finance, and Legislative Standing Committee meeting (a copy of the presentation is attached as Schedule F). Enbridge Gas explained that 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 Town of Cobourg has raised any issues unique to the Town of Cobourg that would lead the OEB to consider such a deviation.
11. Attached at Schedule "G1" is the Report CAO-2025-010 of the Manager of the Office of the CAO submitted to the Town of Cobourg's Corporate, Finance, and Legislative Standing Committee dated November 6, 2025. This Report recommended that the Town of Cobourg's Council approve a draft by-law and franchise agreement in the form of the Model Franchise Agreement without amendments, authorize the submission of the draft bylaw and proposed franchise agreement to the Ontario Energy Board for approval, and that Council request that the Ontario Energy Board make an Order declaring and directing that the assent of the municipal electors to the draft by-law and franchise agreement was not necessary pursuant to the provisions of the *Municipal Franchises Act*.
12. Contrary to the recommendation in Report CAO-2025-010, the resolution approved by the Corporate, Finance, and Legislative Standing Committee was for Council to only receive the report for information (see Schedule G2 for minutes of the November 6, 2025 meeting of the Corporate, Finance, and Legislative Standing Committee – Item 10.2).
13. At its November 26, 2025 meeting, Council for the Town of Cobourg passed a resolution (see item 15.3 of the draft minutes attached at Schedule G3) stating that Report CAO-2025-010 was received for information only. The Town of Cobourg confirmed during the council meeting that it is not agreeable to executing a Model Franchise Agreement with Enbridge Gas unless amendments are made to various terms contained within the Model Franchise Agreement.
14. Based on discussions at the November 26, 2025 Council meeting ([video](#)), the Town of Cobourg is looking to make changes to at least the following terms of the Model Franchise Agreement before a new franchise agreement will be executed with Enbridge Gas:
 - Paragraph 4 (Duration of Agreement and Renewal Procedures) – The Town of Cobourg appears to have an issue with the 20-year term contained within the Model Franchise Agreement.
 - Paragraph 12(d) (Pipeline Relocation) – The Town of Cobourg does not agree that the municipality should be required to pay 35% of the costs of pipeline relocations requested by the municipality.
15. 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 316 single/lower-tier municipalities and 28 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.

16. Enbridge Gas has a franchise agreement with and CPCN for the Township of Hamilton which surrounds the Town of Cobourg to the north, east and west. Enbridge Gas also has franchise agreements with and CPCNs for the other lower-tier municipalities within the County of Northumberland – the Township of Alnwick / Haldimand, the Municipality of Brighton, the Township of Cramahe, the Municipality of Port Hope and the Municipality of Trent Hills. Enbridge Gas is not aware of any other natural gas distributor in the area other than Kitchener Utilities.
17. The proposed franchise agreement (see Schedule H) 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:

Town of Cobourg
55 King Street West
Cobourg, ON K9A 2M2
Attention: Brent Larmer, Municipal Clerk
Email: clerk@cobourg.ca

The address for Enbridge Gas' regional operations office is:

Enbridge Gas Inc.
500 Consumers Road
North York, ON M2J 1P8
Attention: Neil MacNeil, Director, Capital Project Management & Execution
Email: neil.macneil@enbridge.com

19. Enbridge Gas believes that publishing the Notice of Hearing in the local newspaper, on the OEB website, on Enbridge Gas' web site and on the municipality's website will provide a broad awareness of this application. The newspaper used by the Municipality for its notices is the *Northumberland News*.
20. Enbridge Gas now applies to the Ontario Energy Board for:
 - (a) an Order under s.10 of the *Municipal Franchises Act* approving the terms and conditions upon which, and the period for which, the Town of Cobourg 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.8 of the *Municipal Franchises Act* cancelling and superseding the existing F.B.C. 49 Certificate of Public Convenience and Necessity held by Enbridge Gas related to the Town of Cobourg and replacing it with a Certificate of Public Convenience and Necessity to construct works to supply natural gas in the current Town of Cobourg.

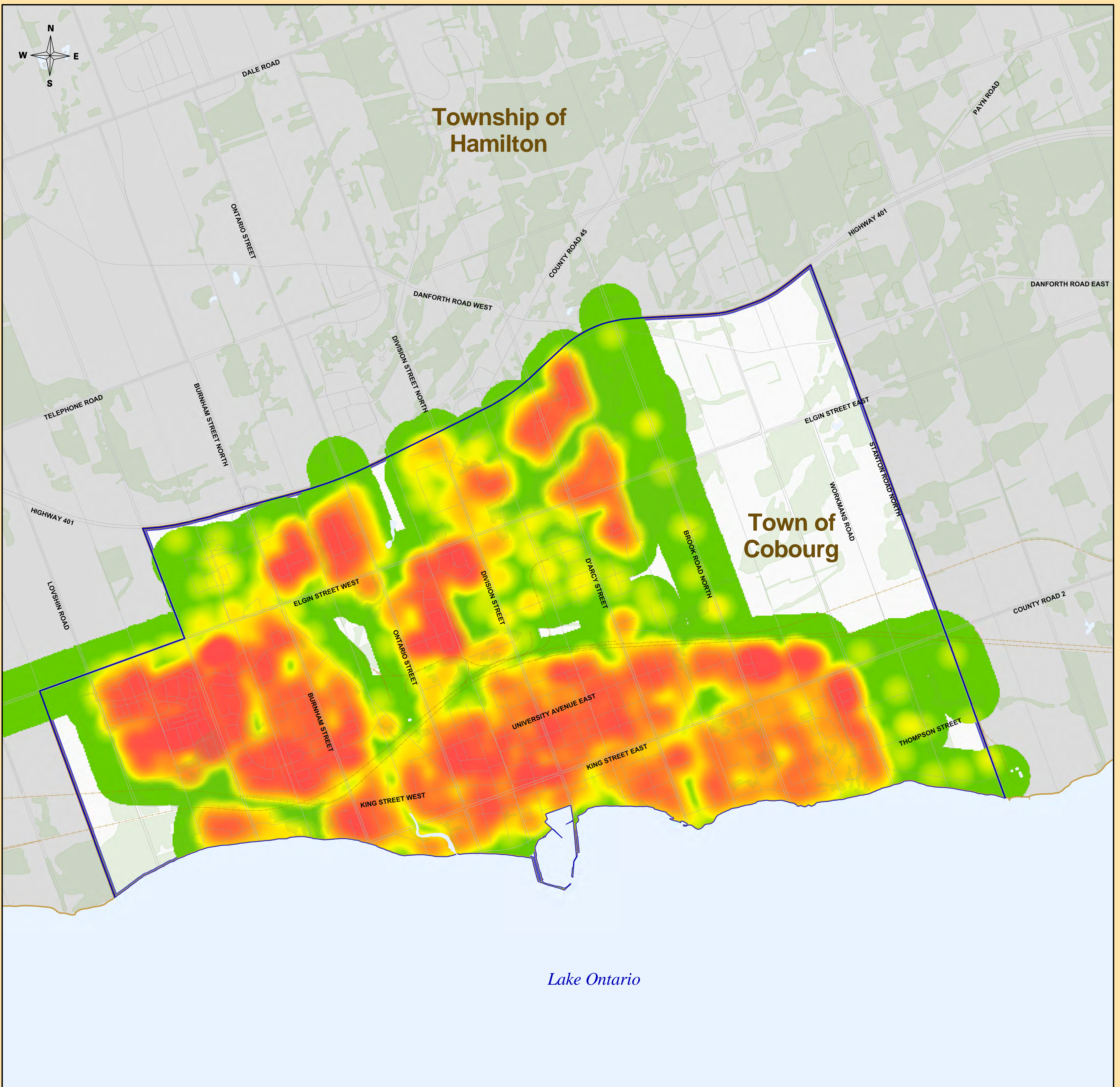
DATED at the Municipality of Chatham-Kent, in the Province of Ontario this 9th day of December, 2025.

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



Legend

- Enbridge Gas Pipeline Coverage Area
- Town of Cobourg
- Roads
- Railways
- Municipal and Township Boundaries
- First Nation Boundaries

Customer Density

Low High

Town of Cobourg

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

Location map

THE CORPORATION OF THE TOWN OF COBOURG

BY-LAW NUMBER 86-2004

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

WHEREAS the Council of The Corporation of The Town of Cobourg 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 7th day of January, 2005 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 Cobourg enacts as follows:

1. THAT the Franchise Agreement between The Corporation of the Town of Cobourg 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 the Municipal Clerk be and they are hereby authorized and instructed on behalf of The Corporation of the Town of Cobourg to enter into and execute under its corporate seal and deliver the Franchise Agreement, which is hereby incorporated into and forming part of this By-Law.
3. THAT the following by-laws be and the same are hereby repealed:

By-Law #4-90 for The Corporation of the Town of Cobourg, passed in Council on the 8th day of January, 1990.

READ a first and second time in Open Council this 12th day of October, 2004.

[Original Signed By Peter Delanty]

[Original Signed By Richard Stinson]

Mayor

Municipal Clerk

READ a third time and finally passed in Open Council this 24th day of January, 2005

[Original Signed By Peter Delanty]

[Original Signed By Richard Stinson]

Mayor

Municipal Clerk

2000 Model Franchise Agreement

THIS AGREEMENT effective this *24* day of *January*, 2005

BETWEEN:

THE CORPORATION OF THE TOWN OF COBOURG

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 traveled 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

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
TOWN OF COBOURG**

Per:

[Original Signed By Peter Delanty]

Peter G. Delanty, Mayor

[Original Signed By Richard Stinson]

Richard G. Stinson, Clerk

UNION GAS LIMITED

Per:

[Original Signed By Christine Jackson]

Christine Jackson, Assistant Secretary

ONTARIO FUEL BOARD

IN THE MATTER OF The Municipal Franchises Act, R.S.O. 1950, Chapter 249, and amendments thereto;

AND IN THE MATTER OF an application by Lakeland Natural Gas Limited for a certificate of public convenience and necessity to construct works and to supply gas to the inhabitants of the Town of Cobourg.

B E F O R E:

A. R. CROZIER, Chairman	}	THURSDAY, THE 23RD DAY
D. M. TREADGOLD, Q.C., Commissioner		OF FEBRUARY, 1956.
W. R. HOWARD, Commissioner		

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

UPON THE APPLICATION OF Lakeland Natural Gas Limited (hereinafter referred to as the "Applicant") for a certificate pursuant to the provisions of The Municipal Franchises Act, R.S.O. 1950, Chapter 249, Section 8 and amendments thereto, and at a public hearing of such application by the Board at the City of Toronto on the 23rd day of February, 1956, after due notice of such hearing had been given as directed by the Board, in the presence of counsel for the Applicant, and upon consideration of the evidence and exhibits produced at the hearing and upon hearing what was alleged by counsel aforesaid:

1. THIS BOARD DOTH ORDER that a Certificate of Public Convenience and Necessity be and the same is hereby granted to Lakeland Natural Gas Limited for the supply of natural gas to the inhabitants of the Town of Cobourg, and for the construction of the works necessary therefor.
2. AND THIS BOARD DOTH FURTHER ORDER that the costs of this hearing are fixed at \$ 20.⁰⁰ and shall be paid

forthwith by the Applicant to the Board.

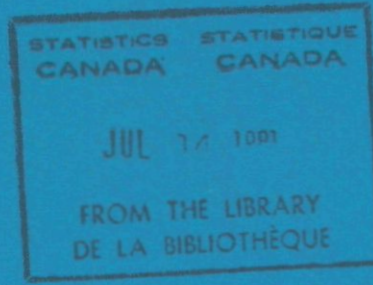
DATED at Toronto this 28th day of March, 1956.

ONTARIO FUEL BOARD

[Signature]

R. W. [Signature]

M. A. Howard



1971 CENSUS OF CANADA

RECENSEMENT DU CANADA 1971

Population

CENSUS SUBDIVISIONS
(HISTORICAL)

Population

TABLEAUX CHRONOLOGIQUES
(SUBDIVISIONS DE RECENSEMENT)

CASE STUDY NO 7

FOOTNOTES - Continued

Ontario - ContinuedMuskoka - Concluded

- (6) Amalgamation of Freeman and part of Unorganized as Georgian Bay Township January 1, 1971.
- (7) Amalgamation of part of Medora & Wood, Morrison, part of Muskoka, Ryde and Gravenhurst Town as Gravenhurst Town January 1, 1971.

Niagara

- (1) Previously published as Lincoln and Welland Counties.
- (2) Amalgamation of Bertie, Fort Erie Town and Crystal Beach Village as Fort Erie Town. Also part of Willoughby annexed, see in 1970.
- (3) Amalgamation of Caistor, Gainsborough and Grimsby, South as Lincoln, West in 1970.
- (4) Beamsville Town (village until 1963) annexed part of Clinton in 1963; amalgamation of Clinton, remainder of Louth and Beamsville Town as Lincoln Town in 1970.
- (5) Niagara Falls City annexed Stamford in 1963; amalgamation of Niagara Falls City and Chippawa Village as Niagara Falls City in 1970; Niagara Falls City annexed parts of Crowland, Humberstone and Willoughby in 1970.
- (6) Welland City annexed parts of Crowland, Humberstone and Thorold Townships in 1970; Thorold Town annexed the remainder of Crowland and Thorold Township; Port Colborne City (town until January 1, 1966) annexed part of Humberstone in 1964 and remainder in 1970.
- (7) Amalgamation of Grimsby, North and Grimsby Town as Grimsby Town in 1970; amalgamation of Niagara Township and Niagara Town as Niagara-on-the-Lake Town in 1970.
- (8) St. Catharines City annexed part of Louth in 1970.
- (9) Amalgamation of Fonthill Village and Pelham Township as Pelham Town in 1970; Pelham Town annexed part of Thorold Township in 1970.

Nipissing

- (1) Territorial District boundaries changed (see note 4).
- (2) Airy incorporated in 1962 (from Unorganized); Temagami I.D. incorporated in 1968 (from Unorganized).
- (3) North Bay City annexed Widdifield and Ferris, West in 1968.
- (4) Two parts of Unorganized (Nipissing I.D.) added to Unorganized (Timiskaming Territorial District) in 1967 and to Lake of Bays (Muskoka District Municipality) January 1, 1971.

Norfolk

- (1) County boundaries changed (see note 2).
- (2) Tillsonburg Town (Oxford County) annexed part of Middleton April 1, 1966.
- (3) Waterford Town annexed parts of Townsend July 1, 1966 and in 1968; Delhi Town annexed part of Windham in 1962.
- (4) Port Dover Town annexed part of Woodhouse January 1, 1966; Simcoe Town annexed part of Woodhouse in 1964.

Northumberland

- (1) County boundaries changed (see note 3).
- (2) Cobourg Town annexed part of Hamilton in 1965.
- (3) Trenton Town (Hastings County) annexed parts of Murray in 1964 and 1968.

Ontario

- (1) Cannington Village annexed part of Brock in 1964; Beaverton Village annexed parts of Thorah in 1965 and January 1, 1971.
- (2) Whitby Township and Town amalgamated as Whitby Town in 1968.

Ottawa - Carleton

- (1) Previously published under Carleton County and Cumberland Township of Russell County.
- (2) Ottawa City annexed part of Blandford and Oxford, East until 1969, town until 1963; Eastview Town annexed part of Ottawa City August 1, 1961.

Oxford

- (1) County boundaries altered for 1966 Census to include part of a municipality (see note 6). Population figures adjusted accordingly.
- (2) County boundaries changed, Tillsonburg Town annexed part of Middleton Township (Norfolk County) April 1, 1966.
- (3) Woodstock City annexed parts of Blandford and Oxford, East in 1964 and 1967, parts of Oxford, West and Zorra, East in 1964.
- (4) Beachville Village incorporated in 1962 (from Oxford, North and Oxford, West).
- (5) Ingersoll Town annexed part of Oxford, West in 1970.
- (6) Tavistock Village annexed parts of Zorra, East and Easthope, South (Perth County) in 1970.

Parry Sound

- (1) Nipissing Township annexed part of Unorganized in 1970.

RENVOIS - suite

Ontario - suiteMuskoka - fin

- (6) Fusion de Freeman et d'une partie de Non municipalisé pour former le township de Georgian Bay le 1^{er} janvier 1971.
- (7) Fusion d'une partie de Medora & Wood, de Morrison, d'une partie de Muskoka, de Ryde et de la ville de Gravenhurst pour former la ville de Gravenhurst le 1^{er} janvier 1971.

Niagara

- (1) Antérieurement publiée sous le nom des comtés de Lincoln et de Welland.
- (2) Fusion de Bertie, de la ville de Fort Erie et du village de Crystal Beach pour former la ville de Fort Erie; une partie de Willoughby a aussi été annexée, le tout en 1970.
- (3) Fusion de Caistor, de Gainsborough et de Grimsby, South pour former Lincoln, West en 1970.
- (4) La ville de Beamsville (village jusqu'en 1963) a annexé une partie de Clinton en 1963; fusion de Clinton, du reste de Louth et de la ville de Beamsville pour former la ville de Lincoln en 1970.
- (5) La cité de Niagara Falls a annexé Stamford en 1963; fusion de la cité de Niagara Falls et du village de Chippawa pour former la cité de Niagara Falls en 1970; la cité de Niagara Falls a annexé des parties de Crowland, d'Humberstone et de Willoughby en 1970.
- (6) La cité de Welland a annexé des parties des townships de Crowland, d'Humberstone et de Thorold en 1970; la ville de Thorold a annexé le reste de Crowland et du township de Thorold; la cité de Port Colborne (ville jusqu'au 1^{er} janvier 1966) a annexé des parties d'Humberstone en 1964 et le reste en 1970.
- (7) Fusion de Grimsby, North et de la ville de Grimsby pour former la ville de Grimsby en 1970; fusion du township de Niagara et de la ville de Niagara pour former la ville de Niagara-on-the-Lake en 1970.
- (8) La cité de St. Catharines a annexé une partie de Louth en 1970.
- (9) Fusion du village de Fonthill et du township de Pelham pour former la ville de Pelham en 1970; la ville de Pelham a annexé une partie du township de Thorold en 1970.

Nipissing

- (1) Modification des limites du district territorial (voir renvoi 4).
- (2) Airy constitué en 1962 (de Non municipalisé); Temagami I.D. constitué en 1968 (de Non municipalisé).
- (3) La cité de North Bay a annexé Widdifield et Ferris, West en 1968.
- (4) Deux parties de Non municipalisé (Nipissing I.D.) réparties entre Non municipalisé (district territorial de Timiskaming) en 1967 et Lake of Bays (municipalité de district de Muskoka) le 1^{er} janvier 1971.

Norfolk

- (1) Modification des limites du comté (voir renvoi 2).
- (2) La ville de Tillsonburg (comté d'Oxford) a annexé une partie de Middleton le 1^{er} avril 1966.
- (3) La ville de Waterford a annexé des parties de Townsend le 1^{er} juillet 1966 et en 1968; la ville de Delhi a annexé une partie de Windham en 1962.
- (4) La ville de Port Dover a annexé une partie de Woodhouse le 1^{er} janvier 1966; la ville de Simcoe a annexé une partie de Woodhouse en 1964.

Northumberland

- (1) Modification des limites du comté (voir renvoi 3).
- (2) La ville de Cobourg a annexé une partie d'Hamilton en 1965.
- (3) La ville de Trenton (comté d'Hastings) a annexé des parties de Murray en 1964 et 1968.

Ontario

- (1) Le village de Cannington a annexé une partie de Brock en 1964; le village de Beaverton a annexé des parties de Thorah en 1965 et le 1^{er} janvier 1971.
- (2) Le township et la ville de Whitby fusionnés pour former la ville de Whitby en 1968.

Ottawa - Carleton

- (1) Antérieurement publiée sous le nom de comté de Carleton et du township de Cumberland (comté de Russell).
- (2) La cité d'Ottawa a annexé une partie de la cité de Vanier le 1^{er} août 1961 (Eastview jusqu'en 1969, ville jusqu'en 1963); la ville d'Eastview a annexé une partie de la cité d'Ottawa le 1^{er} août 1961.

Oxford

- (1) Modification des limites du comté pour le recensement de 1966 de façon à inclure une partie de municipalité (voir renvoi 6). Les chiffres de population ont été ajustés en conséquence.
- (2) Modification des limites du comté, la ville de Tillsonburg a annexé une partie du township de Middleton (comté de Norfolk) le 1^{er} avril 1966.
- (3) La cité de Woodstock a annexé des parties de Blandford et d'Oxford, East en 1964 et 1967, des parties d'Oxford, West et Zorra, East en 1964.
- (4) Le village de Beachville constitué en 1962 (d'Oxford, North et d'Oxford, West).
- (5) La ville d'Ingersoll a annexé une partie d'Oxford, West en 1970.
- (6) Le village de Tavistock a annexé des parties de Zorra, East et Easthope, South (comté de Perth) en 1970.

Parry Sound

- (1) Township de Nipissing a annexé une partie de Non municipalisé en 1970.

O. Reg. 691/82

THE ONTARIO GAZETTE

O. Reg. 692/82

4127

That parcel of land situate in the Township of Adjala in the County of Simcoe, being composed of those parts of Lots 29 and 30 on the north side of Robert Street and those parts of Lots 35 and 36 on the south side of Robert Street and including part of Robert Street and part of Kelly Street, according to a Plan registered in the Land Registry Office for the Registry Division of Simcoe (No. 51) as Number 80, all as shown as Part 26 on a Plan deposited in the said Land Registry Office as Number RD-622.
O. Reg. 691/82, s. 1.

D. P. McHUGH
Director
Plans Administration Branch
Central and Southwest
Ministry of Municipal Affairs
and Housing

Dated at Toronto, this 12th day of October, 1982.

(2901)

44

MUNICIPAL BOUNDARY
NEGOTIATIONS ACT, 1981

O. Reg. 692/82.

Cobourg—Hamilton Township Boundary.

Made—October 14th, 1982.

Filed—October 14th, 1982.

ORDER IN COUNCIL

OC-2730/82

WHEREAS The Corporation of the Town of Cobourg and The Corporation of the Township of Hamilton have entered into an agreement dated the 19th day of August, 1982 for the resolution of certain intermunicipal boundary issues;

AND WHEREAS public notice was given by the Clerk of the Executive Council pursuant to subsection 17 (1) of the *Municipal Boundary Negotiations Act, 1981* of the intention to make an order implementing the intermunicipal agreement;

AND WHEREAS only one objection to the proposed issuance of the order was filed with the Clerk of the Executive Council within the filing period;

AND WHEREAS the Lieutenant Governor in Council has decided that the public interest in the implementation of the intermunicipal agreement outweighs the objection filed by the objector, Ontario Limestone Mining Co. Ltd.;

NOW THEREFORE on the recommendation of the undersigned, the Lieutenant Governor, by and with the advice and concurrence of the Executive Council, orders pursuant to section 14 of the *Municipal Boundary Negotiations Act, 1981*, that

1. On the 1st day of January, 1983, the portions of the Township of Hamilton described in the Schedule are annexed to the Town of Cobourg.

2. All real property of The Corporation of the Township of Hamilton situate in the annexed areas vests in The Corporation of the Town of Cobourg on the 1st day of January, 1983.

3. On the 1st day of January, 1983, the by-laws of the Town of Cobourg extend to the annexed areas and the by-laws of the Township of Hamilton cease to apply in such areas except by-laws passed by the Township under section 39 of the *Planning Act* or a predecessor of such section or which are kept in force by subsection 13 (3) of *The Municipal Amendment Act, 1941*, and by-laws passed under section 41 of the *Planning Act*, which shall remain in force until repealed by the council of the Town, except that by-laws conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the council of the Township may not be repealed by the council of the Town.

4. The clerk of the Township of Hamilton shall forthwith prepare and furnish to the clerk of the Town of Cobourg a special collector's roll showing all arrears of taxes or special rates assessed against the lands in the annexed areas up to the 31st day of December, 1982, and the persons assessed therefor.

5.—(1) All real property taxes levied under any general or special Act and uncollected in the annexed areas which are due and unpaid on the 1st day of January, 1983 shall be deemed on that date to be taxes due and payable to The Corporation of the Town of Cobourg.

(2) The Corporation of the Town of Cobourg shall pay to The Corporation of the Township of Hamilton an amount equal to the amount due and unpaid under subsection (1), one-half of such amount to be paid on or before the 31st day of March, 1983 and the balance to be paid on or before the 30th day of September, 1983.

6. All business taxes levied and uncollected in the annexed areas which are due and unpaid on the 31st day of December, 1982 shall continue after that date to be taxes due and payable to The Corporation of the Township of Hamilton.

7. The assessment of lands in the annexed areas upon which the 1983 taxes shall be levied shall be determined by the Assessment Commissioner in accordance with the classes of real property and the factors prescribed for the Town of Cobourg by O. Reg. 867/81.

8.—(1) For the purposes of the general municipal election next preceding the 1st day of January, 1983, the annexations provided for in section 1 are deemed to have occurred on the 6th day of September, 1982.

(2) The clerk of the Township of Hamilton shall forthwith revise the list of electors to delete the names of the electors qualified under section 12 or 13 of the *Municipal Elections Act* in respect of an annexed area and who are not otherwise qualified to be electors in the Township of Hamilton.

(3) Any nomination paper for a candidate for office in the Township of Hamilton who would but for subsection (1) be qualified as an elector under section 12 or 13 of the *Municipal Elections Act* in respect of an annexed area and not otherwise qualified to be an elector in the Township of Hamilton is void.

(4) Notwithstanding subsection (1) but subject to subsection (3), the clerk of the Township of Hamilton may, notwithstanding clause 36 (1) (a) or section 37 of the *Municipal Elections Act*, receive a nomination paper for a candidate for which one or more nominators would, but for subsection (1), be an elector qualified under section 12 or 13 in an annexed area, provided that such nomination paper is otherwise regular.

(5) The clerk of the Township of Hamilton shall provide to the clerk of the Town of Cobourg a list of electors who, but for subsection (1), would be qualified as an elector in the Township of Hamilton in respect of an annexed area.

(6) The clerk of the Town of Cobourg shall forthwith revise the list of electors to include all persons qualified as electors under section 12 or 13 of the *Municipal Elections Act* in respect of an annexed area.

(7) The clerk of the Town of Cobourg and the clerk of the Township of Hamilton are each empowered to make such arrangements as each thinks to be necessary to ensure that electors in the annexed areas are enabled to run for office and to vote in the Town of Cobourg, and the arrangements made by a clerk in good faith shall not be open to question, or be quashed, set aside or declared invalid on account of their unreasonableness or supposed unreasonableness.

9.—(1) The agreement dated the 20th day of August, 1975 between The Corporation of the Township of Hamilton and The Corporation of the Town of Cobourg is of no effect after the 31st day of December, 1982.

(2) The agreement dated the 1st day of May, 1965 among The Corporation of the Township of Hamilton, The Corporation of the Town of Cobourg and Sidbrook Private Hospital Limited is of no effect after the 31st day of December, 1982.

10. The agreement between The Corporation of the Town of Cobourg and The Corporation of the Township of Hamilton dated the 19th day of August, 1982, is hereby implemented and the Town and Township are empowered and directed to carry out their obligations arising therein. O. Reg. 692/82.

Recommended

CLAUDE BENNETT
Minister of Municipal
Affairs and Housing

Concurred

GEORGE R. McCAGUE
Chairman

Approved and Ordered, October 14, 1982.

JOHN B. AIRD
Lieutenant Governor

Schedule

AREAS TO BE ANNEXED TO THE TOWN OF COBOURG

Those portions of the Township of Hamilton described as follows:

- (i) Beginning at the southwesterly angle of Lot 13 in Concession I of the said Township;

Thence easterly along the southerly limit of that Lot 13 to the southeasterly angle of that Lot;

Thence easterly along the prolongation of the southerly limit of that Lot 13 to the easterly limit of Brook Road;

Thence southerly along the easterly limit of Brook Road to the northwesterly angle of Part I as shown on the Plan deposited in the Land Registry Office for the Land Registry Division of Northumberland West (No. 39), as Number 39R-861;

Thence easterly, southerly and easterly along the northerly limits of that Part I to the northeasterly angle of that Part I;

Thence north 72° 51' east 20 metres to the westerly limit of Lot 10, Concession A;

Thence southerly along the westerly limit of that Lot 10 to the southerly limit of the right of way of the Canadian Pacific Railway;

Thence easterly along the southerly limit of that right of way to the northwesterly angle of Part I as shown on a Plan deposited in that Land Registry Office as Number 39R-387;

Thence south 18° 05' east along the westerly limit of that Part I, a distance of 64.343 metres to the southwesterly angle of that Part I;

Thence south 18° 05' east 11.186 metres to a point;

Thence southerly crossing the King's Highway Number 2 to the intersection of the southerly limit of that King's Highway and the centre line of Normar Road;

Thence southerly, easterly and southerly along the centre line of Normar Road to a point on the centre line of the road allowance between lots 8 and 9, distant 1255.435 metres measured south $17^{\circ} 55' 30''$ east from the northerly limit of Concession B;

Thence south $12^{\circ} 04' 30''$ west 15.24 metres to a point;

Thence south $17^{\circ} 55' 30''$ east 60.96 metres to a point;

Thence south $47^{\circ} 55' 30''$ east 15.24 metres to a point;

Thence southerly continuing along the centre line of Normar Road to the northerly high water mark of Lake Ontario;

Thence southerly parallel with the westerly limit of Lot 8 in Concession B to the International Boundary between Canada and the United States of America;

Thence westerly along that International Boundary to the boundary of the Town of Cobourg;

Thence northerly along the easterly boundaries of the Town of Cobourg to the place of beginning;

- (ii) Beginning at the intersection of the westerly boundary of the Town of Cobourg and the southerly limit of the right of way of the Canadian National Railway;

Thence westerly along that southerly limit to the easterly limit of Lot 25 in Concession A;

Thence southerly along that easterly limit to the high water mark of Lake Ontario;

Thence southerly along the prolongation of that easterly limit of Lot 25 to the International Boundary between Canada and the United States of America;

Thence easterly along that International Boundary to the westerly boundary of the Town of Cobourg;

Thence northerly along that westerly boundary to the place of beginning. O. Reg. 692/82, Sched.

(1564)

44

Cobourg to grow by half on Jan. 1, 1997

June 19 1996

Annexation deal gives Town land, Hamilton Township almost \$500,000

The Town of Cobourg will grow by more than 50 per cent Jan. 1, 1997.

Cobourg and Hamilton Township have agreed to a deal which would see the Town acquire 1,673 acres from the Township. Cobourg currently has 3,830 acres.

Cobourg Mayor Joan Chalovich said the agreement now allows both municipalities to get on with creating jobs. "Hopefully this makes us more competitive," she said after an in-camera session Monday night to complete the deal.

As Cobourg councillors were meeting behind closed doors, Hamilton Township councillors held a special meeting waiting to hear if the deal would be approved.

At least three times, Cobourg's Chief Administrative Officer, Bryan Baxter, was on the phone to his counterpart in Hamilton, fine-tuning the deal.

In return for the land, Cobourg has agreed to pay Hamilton \$479,115 in compensation for loss of residential and commercial tax revenue and loss of provincial grant money over the next 10 years. That money is due in three years, with the first payment totalling \$359,115.

Mayor Chalovich said the money could be raised without increasing taxes for Cobourg residents by debenturing the cost or using money from the increased assessment and growth which should accompany the new land. Cobourg will pay \$100,000 of the total amount from its sewer reserve fund.

Cobourg's new boundaries will be similar to those both sides agreed to last January when it was first announced an agreement had been reached.

The western boundary south of Hwy. 2 will include the New Amherst development beside Northumberland Mall; the western boundary between Hwy. 2 and Hwy. 401 is the extension of Rogers Road; the easterly boundary south of Hwy. 2 would remain Normar Road; the eastern boundary between Hwy. 2 and Hwy. 401 would be the Stanton Road, Jarvis Road extension and the northern boundary would be the north side of Hwy. 401.

Both sides have also agreed to buffer areas which would prohibit new urban development. To the west the buffer zone would be the Bob Carr/Apple Orchards Road and to the east the area between Stanton Road and Cunningham Roads.

Mayor Chalovich said there are four items still to be resolved such as development pressures for the area north of Hwy. 401 and the Town's appeal to the Ontario Municipal Board of the Township's Official Plan, but she expects those to be resolved soon.

"Hopefully there will be enough goodwill from both councils to complete the agreement," she said.

Hamilton Township Reeve, Charlotte Clay-Ireland said her Township dealt with the "situation the best way we could."

"Cobourg has enough land now to grow. They got the land they wanted control over such as New Amherst and Strathy Road."

She said the compensation package is a good deal for the Township because had an agreement not been reached, the Province would have come in and set up a commission to establish the new boundaries. That commission, she said, would have cost \$200,000 and been paid for by both municipalities.

Moving from social pages to be lieutenant-governor

Hilary Weston plans to earn her salary of \$92,200

Dec. 21 1996 BY JOHN GRAY The Globe and Mail

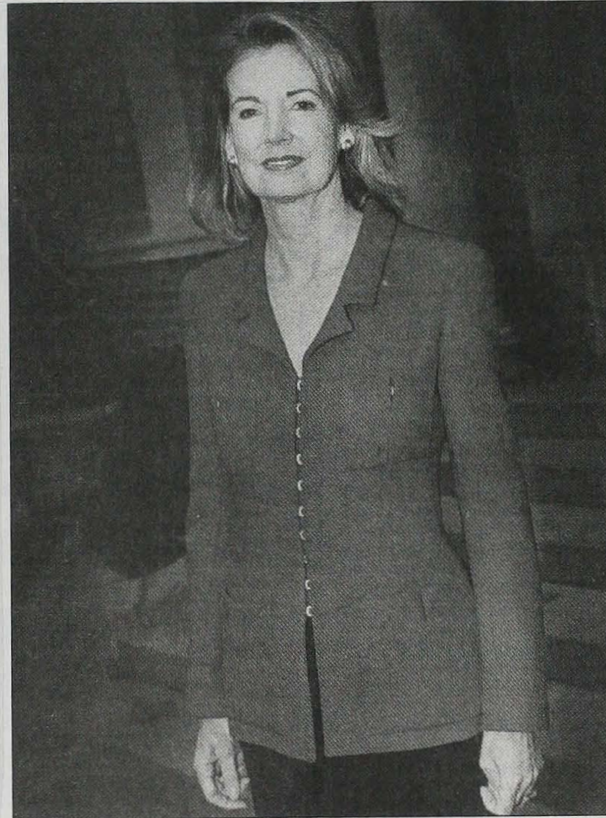
Hilary Weston, who will become Ontario's lieutenant-governor next month, has been a fixture on the social pages of two continents since she hooked up with Galen Weston and his billion-dollar empire more than 30 years ago.

She has never been one to shun the spotlight. But these days she appears to feel that the image of the social-pages butterfly is at odds with her new role as the representative of the Queen, the mother of the Westons' good friend Prince Charles.

"What I really wanted to say is that, you

know, the fact that there is a suggestion that I am a socialite, I suppose I don't see myself in that role and I've certainly not been in the past 'a lady who lunches,' " she said in a recent interview.

If anyone would seem to fit the description of socialite, it is Hilary Weston, but she does not agree: "I sort of think, where does one get the time? You know, most women who work are extremely busy during the day and don't really have much time to go out and have lunch."



Curriculum Vitae

Hilary Weston

Born: Jan. 12, 1942.

Raised: Dun Laoghaire, Ireland, just south of Dublin.

Married: Galen Weston, heir to the Weston food empire, July 23, 1966.

Career: Vice-chairman and then deputy chairman of Holt Renfrew &

Co. Ltd, director of Brown Thomas Group Ltd., of Dublin; founder and honorary chairman of the Ireland Fund of Canada. Co-author, with Nicole Eaton, of *In a Canadian Garden* and *At Home in Canada*. Vice-chairman and design director, The Windsor Club.

Will be sworn in as Lieutenant-Governor of Ontario on Jan. 24, 1997.

Lilias Evva Massey served as hostess at governor-general's Canton home

By Peggy Foster Jan. 27 1997

A funeral service for Lilias Evva Massey, the wife of the late Lionel Vincent Massey, formerly of Canton, took place in Ottawa Saturday.

Mrs. Massey died in hospital on Saturday, Jan. 18. She was 78.

The Masseys lived for a few years at Durham House just north of Canton.

Mr. Massey was the son of governor-general Vincent Massey.

Mrs. Massey served as a hostess for her father-in-law at Batterwood, his Canton home, recalled her sister-in-law, Melodie Massey of

Obituary

Canton.

Lionel Massey died in July 1965 and is interred in the Massey plot at St. Mark's Anglican Church on King Street, Port Hope.

Mrs. Massey leaves daughters Jane Massey of London, England, Evva Massey Henry of Picton, Ont., and Susan Waterworth of Warsaw, Ont., five grandchildren, and brother- and sister-in-law Hart and Melodie Massey.

There will be a memorial service for Mrs. Massey in Port Hope in the spring.

Attachments: [2024 02 06 - Updated Guidelines to Municipalities.docx](#)
[Draft Resolution - Cobourg.docx](#)
[Draft Bylaw - Cobourg.docx](#)
[Bylaw and Franchise Agreement - Cobourg \(January 24, 2005\).pdf](#)
[FBC 49 - Certificate - Cobourg \(March 23, 1956\).pdf](#)
[Gas Franchise Handbook \(May 2002\).pdf](#)
[MA3710 - Town of Cobourg CD.pdf](#)
[Model Franchise Agreement - Cobourg \(Updated\).pdf](#)

From: Liz Disepolo

Sent: Wednesday, November 13, 2024 3:33 PM

To: tvaughan@cobourg.ca

Cc: lcleveland@cobourg.ca

Subject: Enbridge Gas Franchise Agreement Renewal – Town of Cobourg

Good Afternoon Tracey;

On January 24, 2025, the current franchise agreement between the Town of Cobourg and the former Enbridge Gas Distribution will expire. Based on the most recent customer count report, we currently provide service to approximately 7,700 customers within the Town of Cobourg. Enbridge Gas and its predecessors have been providing access to gas distribution services within the Town of Cobourg since approximately 1956.

Provincial legislation requires a franchise agreement between the municipal corporation and the gas company serving that municipality. The Ontario Energy Board has directed that the current 2000 Model Franchise Agreement be used as the model for such agreements.

As a result, Enbridge Gas and the Town of Cobourg need to commence the process to renew a 20-year franchise agreement using the approved model.

To assist you in this matter, I am enclosing the following documents for discussions

with the Town of Cobourg:

1. Franchise Agreement Renewal Documents:

- Guidelines to Municipalities Respecting the Renewal of Franchise Agreements
- Draft Resolution of the municipality
- Draft By-Law of the municipality
- 2000 Model Franchise Agreement with Enbridge Gas Inc.

2. Historical Background:

- a copy of the current By-Law 86-2004 (passed on January 24, 2005) and the current Franchise Agreement effective January 24, 2005
- a copy of the Certificate of Public Convenience and Necessity that Enbridge Gas holds for the Town of Cobourg (FBC 49)

Note: Given annexations that have taken place, we will be applying for a new CPCN to replace the FBC 49 CPCN issued in 1956.

3. Reference Documents:

- a copy of the Gas Franchise Handbook (an explanatory supplement to the 2000 Model Franchise Agreement)
- customer density map for areas served within the Town of Cobourg

This entire process to get a franchise agreement approved by the Ontario Energy Board can be quite lengthy and may take up to eight months.

Please review the *Guidelines to Municipalities Respecting the Renewal of Franchise Agreements* with the Township of Cobourg. I would be happy to arrange a time to walk you through the Ontario Energy Board process which begins with a council resolution passed by the Township Council agreeing to renew the franchise agreement.

I look forward to connecting with you on this matter.

Liz Disepolo

Advisor, Municipal and Stakeholder Engagement, GTA East Region

Public Affairs & Communications

liz_disepolo@enbridge.com



ENBRIDGE GAS INC.

500 Consumers Road, Toronto, ON, M2J 1P8

enbridgegas.com

Safety. Integrity. Respect. Inclusion. High Performance.

Enbridge Gas & Town of Cobourg Franchise Agreement Renewal

Nov 6, 2025



Introductions

Enbridge Gas

- Patrick McMahon, Technical Manager, Regulatory Research & Records
- Mike Cooney, Operations Supervisor
- Liz Disepolo, Senior Advisor, Municipal & Stakeholder Engagement

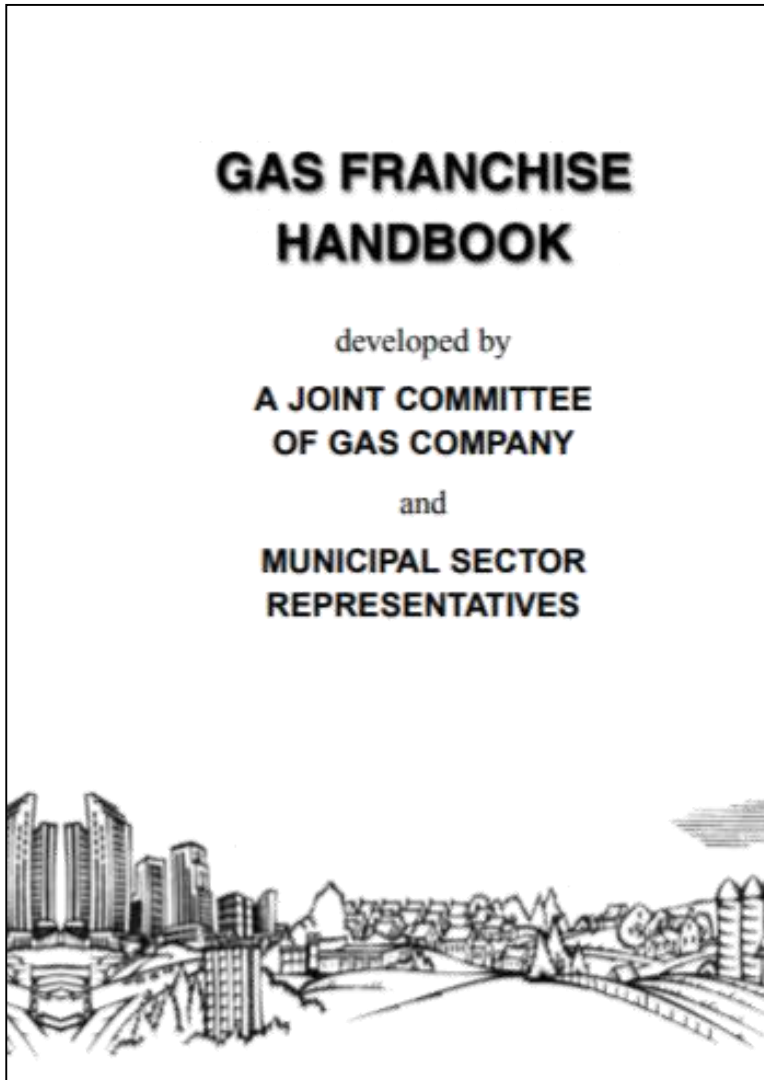
Current Operations

Town of Cobourg

- Approximately 7,859 customers
- 152 km of pipe
- \$216,082 paid property taxes in 2025 (up to Oct 21,2025)
- The current franchise agreement between the Town of Cobourg and Enbridge Gas is up for renewal
- Enbridge has been providing gas distribution services within the Town of Cobourg since 1956

What is a Municipal Franchise Agreement?

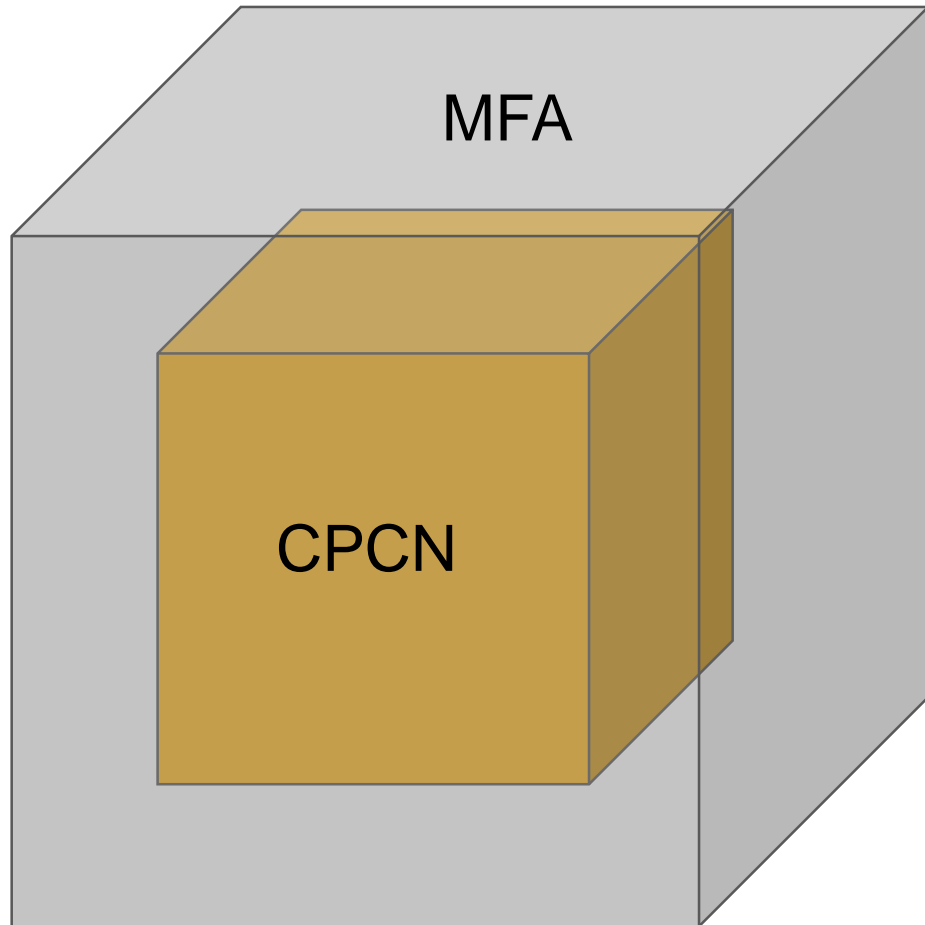
The Foundation of our Business



- The Franchise Agreement is an agreement between a municipality that wants to have a gas distribution system service within its boundaries and a natural gas distributor that wants to provide that service
- We currently have 344 Municipal Franchise Agreements in place with municipalities across the Province
- The franchise agreement must be submitted to the OEB for approval under the Municipal Franchises Act
- Terms and conditions are set and approved by the OEB - the current Model Franchise Agreement was adopted by the OEB in 2000
- Details the terms and conditions of the agreement between Enbridge Gas and the Municipality

What is a CPCN?

Conveys Rights to a Party to Construct Facilities



- A Certificate of Public Convenience and Necessity is approved by the OEB and gives a party the right to construct any works to supply gas and to expand gas service within a municipality or an unincorporated area in Ontario
- Under section 8(2) of the Municipal Franchises Act, a Certificate must be granted by the OEB before any works can be constructed or natural gas supplied, even if a signed franchise agreement exists
- The exact area where a gas distributor is permitted to construct gas works is defined by the OEB's Certificate

How is a Franchise Agreement Renewed?

The Regulatory Process



THE CORPORATION OF THE TOWNSHIP OF ADJALA-TOSORONTIO

RESOLUTION

Moved by _____

Seconded by _____

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 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.

Certified to be a true copy of a resolution passed by the Council of the Corporation of the Township of Adjala-Tosorontio on the ___ day of _____, 20__.

Clerk

- The process begins with the delivery of a franchise agreement renewal package by Regional Representatives to the Municipality
- The franchise agreement renewal must be placed on the agenda of Municipal Council and a Resolution passed in support of the franchise agreement renewal
- Enbridge Gas prepares and submits an application to the OEB for approval of the franchise agreement, a Notice is published in a local newspaper and the Municipality is served with a copy of the Notice
- The regulatory process to renew the franchise agreement cannot be initiated with an application to the OEB until Enbridge Gas has received a certified copy of a resolution from Council to proceed with the renewal and a copy of the Bylaw (either in draft form or after 1st and 2nd readings, depending on the municipal process) from the municipality.
- 14 day waiting period for public comments after publishing Notice in local newspaper
- Entire process can take 6 to 12 months

How is a Franchise Agreement Renewed?

The Regulatory Process cont'd

- The role of the OEB is to adjudicate an application by Enbridge Gas to approve the renewal of a franchise agreement, starting with a notice to the public and interested parties inviting them to participate in the review of the application
- Once the OEB considers all of the evidence before it, including providing for questions on that evidence and any written submissions, the OEB makes a determination as to whether or not to approve the proposed franchise agreement
- If deemed to be in the public interest, the OEB will issue a Decision and Order granting approval
- The Decision and Order, draft by-law, and franchise agreement are forwarded to the Municipality for final approval and execution by Municipal Council
- Once the by-law is approved by Municipal Council, the franchise agreement continues for another 20 years



NOTICE OF A HEARING

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

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

- An order approving the renewal of a natural gas franchise agreement with the Municipality of Mattawan. This would continue Enbridge Gas's right to construct, operate and add to the natural gas distribution system and to distribute, store and transmit natural gas within the Municipality of Mattawan for the next 20 years.
- An order directing that the acceptance of the municipal electors of the Municipality of Mattawan is not required in relation to the by-law approving the natural gas franchise agreement.
- An order granting a new certificate of public convenience and necessity to Enbridge Gas to construct works to supply gas in the Municipality of Mattawan.

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 case. We will also hear questions and arguments from participants that have registered as intervenors. After reviewing all the evidence, we will decide whether to approve this application.

HAVE YOUR SAY

You have the right to information about this application and to participate in the process. Visit www.oeb.ca/participate and use file number **EB-2023-0324** 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 **December 1, 2023** 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/participate

Enbridge Gas Inc.

☎ 1 877-362-7434

🕒 Monday - Friday: 8:30 AM - 5:00 PM

🌐 enbridgegas.com

This hearing will be held under sections 8, 9(3) and 9(4) of the *Municipal Franchises Act, R.S.O. 1990, c. M.55.*

Ce document est aussi disponible en français.



Ontario
Energy
Board

How is a Franchise Agreement Renewed?



Steps for Municipality to Complete to move Franchise Renewal Forward

- ✓ Municipality considers Franchise Agreement Renewal package from Enbridge Gas
- ✓ Municipality passes resolution and draft bylaw agreeing with proceeding with renewal

How is a Franchise Agreement Renewed?



Steps for Municipality to Complete to move Franchise Agreement Forward

- ✓ Enbridge Gas submits the Franchise Agreement Application to the OEB
- ✓ The OEB will publish a Notice related to the application in a local newspaper
- ✓ Once the OEB issues a Decision and Order on the application, Enbridge Gas provides the municipality with the Decision and Order
- ✓ The Municipality inserts date of OEB Decision and Order into By-law, puts the Bylaw through final reading and executes the approved Franchise Agreement
- ✓ Municipality forwards 4 signed, sealed and certified true copies of the final Bylaw to Enbridge Gas along with the 4 executed Franchise Agreements
- ✓ Enbridge Gas provides fully executed copies of the Franchise Agreement and By-law to Enbridge Gas along with 4 executed Franchise Agreement

Community investment/engagement

- Northumberland Hills Hospital Foundation
- Chamber membership; proactive engagement with chamber about tariff impacts and ways to support small businesses
- Exclusive sponsor for Christmas Magic
- Working with town staff for 2026 engagements
- Safe Community Project Zero is a public education campaign aimed at bringing fire and carbon monoxide-related deaths to zero. Cobourg participated in this program in 2021 and 2023
- Safe Community Project Assist provides funding to municipal and Indigenous-operated volunteer and composite fire departments for fire and carbon monoxide-related training materials. Cobourg participated in 2022.



Thank you!

Q&A



STAFF REPORT
THE CORPORATION OF THE TOWN OF COBOURG

**Corporate, Finance, and Legislative
Standing Committee**

Report to: Mayor, Deputy Mayor, and Councillors
From: Kara Euale, Manager of the Office of the CAO
Standing Committee Date: November 6, 2025
Report Number: CAO-2025-010
Council Meeting Date: November 26, 2025
Subject: **Municipal Franchise Agreement with Enbridge Gas Inc.**

If you require this information in an alternate format, please contact the Accessibility Coordinator at accessibility@cobourg.ca or at 905-372-4301

1. Recommendation:

WHEREAS the Committee adopt the following report and refer to Regular Council for final approval.

NOW THEREFORE BE IT RESOLVED THAT Council approve the draft by-law and franchise agreement attached and authorize the submission thereof to the Ontario Energy Board for approval pursuant to the provisions of Section 9 of the *Municipal Franchises Act*; and

FURTHER THAT Council request that the Ontario Energy Board make an Order declaring and directing that the assent of the municipal electors to the attached draft by-law and franchise agreement pertaining to the Corporation of the Town of Cobourg is not necessary pursuant to the provisions of Section 9(4) of the *Municipal Franchises Act*.

2. Executive Summary:

The purpose of this report is to seek Council's approval for the execution of a renewal Model Franchise Agreement (Agreement) between the Town of Cobourg (the Corporation) with Enbridge Gas Inc. (Enbridge). The Agreement outlines the terms and

conditions to permit Enbridge to enter upon all municipal road allowances to lay, construct, maintain, replace, remove, operate and repair a gas system for the distribution, storage and transmission of gas in and through the Town of Cobourg.

3. Background

In Ontario, natural gas distribution is regulated by the Ontario Energy Board (OEB) which operates under the authority of the *Ontario Energy Board Act, 1998*. The OEB is responsible for regulation of the natural gas sector in the public interest. Its regulatory authority includes the power to grant exclusive territorial rights to a gas distributor to provide gas service within a municipality.

Provincial legislation requires that there be a Franchise Agreement between the municipal corporation and the gas company serving that municipality. The OEB has approved a Model Franchise Agreement with standardized terms and conditions for use between municipalities and natural gas distributors. Before a natural gas distributor and municipality can enter into a Franchise Agreement, the terms, conditions and duration must be approved by the OEB. The OEB expects municipalities and natural gas distributors to use the Model Franchise Agreement unless there is a compelling reason for deviation. The Model Franchise Agreement is in place in 344 municipalities across Ontario.

Renewal Process:

In January 2005, The Corporation entered into a franchise agreement with Union Gas Limited (now Enbridge Gas Inc.) for a 20-year term. Subject to Council approval, the Enbridge will submit an application to the OEB for approval of a new franchise agreement based on another 20-year term.

As a precondition of entering into a Franchise Agreement, Council must pass a by-law approving the form of agreement. Unless dispensed by the OEB, pursuant to its authority under Section 9(4) of the MFA, the by-law must receive the assent of the electors. Following the passing of the by-law by Council, but before the by-law consenting to the gas franchise can be submitted for assent by the municipal electors, the terms, conditions, and duration of the Franchise Agreement must first be approved by the OEB.

To obtain OEB approval of a renewed Model Franchise Agreement, an application is made to the OEB including the Council approved resolution and signed copy of the by-law of municipal council that:

- Approves the form of the agreement and the draft by-law.
- Requests that the OEB declare and direct that the assent of the electors is not required, and,
- authorizes the submission to the OEB for approval.

The OEB will typically make a declaration and direction that the assent of the electors is not required and will give approval of the Franchise Agreement where public convenience and necessity appear to require it.

4. Discussion:

The Model Franchise Agreement is the form of agreement the Ontario Energy Board uses as a standard when considering applications under the *Municipal Franchises Act*.

Association of Municipalities of Ontario (AMO) helped develop the original Model Franchise Agreement and its update in consultation with the three gas distribution companies that existed at the time.

Franchise agreements define the way in which a gas company works within the municipal right-of-way to ensure municipal interests are protected and the utility does not interfere with municipal initiatives.

The Agreement shall be for a term of 20 years from the date of the passing of the by-law or the OEB's approval of the franchise agreement, whichever is later. At any time within two years prior to the expiration of the agreement, either party may give notice to the other that it desires to enter negotiations for a renewed Agreement upon such terms and conditions as may be agreed upon. If during the 20-year term, the Model Franchise Agreement template is changed, then on the 7th and 14th anniversary of the effective date of the Agreement, amendments will be made to incorporate changes without altering the term.

The terms outlined in the proposed Agreement are identical to the Town's current Agreement. Town staff are committed to working in collaboration with Enbridge to ensure good operating practices.

5. Financial Impact and Budget

There are no new financial implications for a renewed Franchise Agreement with Enbridge.

As outlined in Section 12 of the Agreement, if, in the course of municipal works, it is necessary to remove or relocate part of the gas system, the Town of Cobourg would be responsible for 35% of the associated costs and Enbridge is responsible for 65%. This allocation is standard across all Model Franchise Agreements and staff were unable to negotiate a better term.

Section 9 of O.Reg. 584/06 under the *Municipal Act, 2001* prohibits Ontario municipalities from charging fees to the gas distributor for services or activities, costs payable, or use of municipal property with respect to pipes, equipment, machinery or other works that are or will be located on a municipal highway; and or will be used as

part of the business of the gas distributor. However, subject to the limits imposed under O.Reg. 584/06, Enbridge is not exempt from applicable permit fees and the Town also has the right to be compensated by Enbridge for the staff time for review of proposed plans, and for Street Occupancy permit fees for Enbridge’s contractor to complete the work within the Town right-of-way.

6. Relationship to Council’s Strategic Plan Priorities 2023 to 2027 and beyond:

Thriving Community

Provide the physical infrastructure to support a healthy community that will enable each of us to flourish and reach our full potential.

Service Excellence

Sustainability

7. Public Engagement:

N/A

8. Attachments:

Attachment 1 - Draft By-law and 2000 Model Franchise Agreement

Report Approval Details

Document Title:	Municipal Franchise Agreement with Enbridge Gas Inc.docx
Attachments:	Attachment 1 - DRAFT By-law - Franchise Agreement - November 2025.docx
Final Approval Date:	Oct 24, 2025

This report and all of its attachments were approved and signed as outlined below:

Tracey Vaughan, Chief Administrative Officer - Oct 24, 2025 - 1:35 PM



The Corporation of The Town of Cobourg
Corporate, Finance, and Legislative Standing Committee
Minutes

Thursday, November 6, 2025
1:00 p.m.
Council Chambers, Victoria Hall, Cobourg

Members Present: Councillor Randy Barber, Chair
Mayor Lucas Cleveland

Members Absent: Deputy Mayor Nicole Beatty

Staff Present: Adam Giddings, Director of Corporate Services/Treasurer
Kristina Lepik, Deputy Clerk/Manager of Legislative Services
Laryssa McGlashon, Council and Committee Coordinator

1. Call to Order

Chair, Councillor Randy Barber called the Meeting to Order at 1:04 p.m.

2. Traditional Land Acknowledgement

The Town of Cobourg respectfully acknowledge that we are located in the traditional and treaty territory of the Michi Saagiig (Mississauga) and Chippewa Nations, collectively known as the Williams Treaties First Nations, which include: Curve Lake, Hiawatha, Alderville, Scugog Island, Rama, Beausoleil, and Georgina Island First Nations.

The Town of Cobourg respectfully acknowledge that the Williams Treaties First Nations have been stewards and caretakers of these lands and waters, and that today remain vigilant over their health and integrity for generations to come. We are all Treaty people.

3. Introduction of Addendum Items

None.

4. Confirmation of Agenda

4.1 Confirmation of the November 6, 2025 Corporate, Finance and Legislative Committee Agenda

Moved By Mayor Lucas Cleveland

Seconded By Councillor Randy Barber

THAT Council confirm the agenda, as circulated.

Carried

5. Disclosure of Pecuniary (Financial) Interest

There were no Declarations of Pecuniary Interest from Members of Council.

6. Community Announcements

None.

7. Delegations

7.1 Delegation from Julie Southwood, resident, regarding parking on Bagot Street

Moved By Mayor Lucas Cleveland

Seconded By Councillor Randy Barber

THAT Council refer the delegation regarding parking on Bagot Street to staff for a report back on potential solutions to address the delegate's concerns.

Carried

8. Outside Presentation / Information from Advisory Committees or Task Forces

None.

9. Consent Agenda

None.

10. Items Extracted from Consent Agenda

Council recessed at 1:53 p.m. and reconvened at 1:59 p.m.

10.1 Report No. COR-2025-024 from the Treasurer/Director of Corporate Services regarding 2025 Water and Wastewater Rate Study

Moved By Mayor Lucas Cleveland

Seconded By Councillor Randy Barber

WHEREAS the Committee adopt the following recommendation and refer to Regular Council for final approval.

NOW THEREFORE BE IT RESOLVED THAT Council receive the draft 2025 Water and Wastewater Rate Study prepared by Watson and Associates Economists Ltd. For information purposes

Carried

10.2 Report No. CAO-2025-010 from the Manager of the Office of the CAO regarding Municipal Franchise Agreement with Enbridge Gas Inc.

Moved By Mayor Lucas Cleveland

Seconded By Councillor Randy Barber

WHEREAS the Committee adopt the following report and refer to Regular Council for final approval.

NOW THEREFORE BE IT RESOLVED THAT Council receive the report regarding the Municipal Franchise Agreement with Enbridge Gas Inc. for information.

Carried

11. Notice of Motion

None.

12. Departmental Updates/Discussion

Directors provided information and updates to the Committee and the Public on Divisional areas.

13. Adjournment

Chair, Councillor Barber called for adjournment at the completion of all items on the Agenda at 2:20 p.m.



The Corporation of The Town of Cobourg
Regular Council Meeting
Minutes

November 26, 2025, 6:00 p.m.
Council Chambers, Victoria Hall, Cobourg

Members Present: Mayor Lucas Cleveland
Councillor Randy Barber
Deputy Mayor Nicole Beatty
Councillor Aaron Burchat
Councillor Adam Bureau
Councillor Brian Darling
Councillor Miriam Mutton

Staff Present: Chris Challenger, Director of Development
Adam Giddings, Director of Corporate Services/Treasurer
Brent Larmer, Municipal Clerk/Director of Legislative Services
Kristina Lepik, Deputy Clerk/Manager of Legislative Services
Laryssa McGlashon, Council and Committee Coordinator
Lacricia Turner, Director Community Services
Tracey Vaughan, Chief Administrative Officer

Staff Present Virtually: Laurie Wills, Director, Public Works & Engineering

1. **Call to Order**

Mayor Lucas Cleveland called the Meeting to Order at 5:01 p.m.

2. **Introduction of Addendum Items**

- 2.1 **Item 15.1 - Report No. COR-2025-025 from the Treasurer/Director of Corporate Services regarding Comprehensive Insurance Program – November 1, 2025 to November 1, 2026**
- 2.2 **Item 16.1 - By-law No. 058-2025 being a By-law to Amend Development Charge By-law 001-2022**
- 2.3 **Item 4 - Addition of Closed Session Item regarding a proposed or pending acquisition or disposition of land by the municipality or local board (s. 239 (2)(c))**

3. Confirmation of Agenda

3.1 Confirmation of the November 26, 2025 Regular Council Agenda

Moved by Councillor Adam Bureau

Seconded by Councillor Aaron Burchat

THAT Council confirm the agenda, as amended.

Carried

4. Closed Session

Moved by Councillor Randy Barber

Seconded by Councillor Brian Darling

THAT Council meet in Closed Session at 5:03 p.m. in accordance with the *Municipal Act, 2001* regarding:

- personal matters about an identifiable individual, including municipal or local board employees (s. 239 (2) (b));
- a proposed or pending acquisition or disposition of land by the municipality or local board (s. 239 (2)(c)); and
- advice that is subject to solicitor-client privilege, including communications necessary for that purpose (s. 239 (2) (f)).

Carried

5. Reconvene into Open Meeting

Council reconvened into Open Meeting at 6:13 p.m.

6. Traditional Land Acknowledgement

The Town of Cobourg respectfully acknowledge that we are located in the traditional and treaty territory of the Michi Saagiig (Mississauga) and Chippewa Nations, collectively known as the Williams Treaties First Nations, which include: Curve Lake, Hiawatha, Alderville, Scugog Island, Rama, Beausoleil, and Georgina Island First Nations.

The Town of Cobourg respectfully acknowledge that the Williams Treaties First Nations have been stewards and caretakers of these lands and waters, and that today remain vigilant over their health and integrity for generations to come. We are all Treaty people.

7. Disclosure of Pecuniary (Financial) Interest

There were no Declarations of Pecuniary Interest from Members of Council.

8. Items Arising from Closed Session

8.1 Advice that is subject to solicitor-client privilege, including communications necessary for that purpose regarding Claim Against Municipality

Council directed Staff to proceed as discussed.

8.2 Personal matters about an identifiable individual, including municipal or local board employees regarding Parks and Recreation Master Plan Task Force Appointment

Moved by Councillor Adam Bureau

Seconded by Councillor Aaron Burchat

THAT Council appoint the following members of the public to the Parks and Recreation Master Plan Task Force:

- Anne McCaughey
- Beth Bellaire
- Kim Evans
- Joey Hatem
- Julie Powell
- Dan Hallatt

FURTHER THAT Council appoint Councillor Miriam Mutton to the Parks and Recreation Master Plan Task Force.

Carried

8.3 A proposed or pending acquisition or disposition of land by the municipality or local board regarding Northam Industrial Park

Council directed Staff to proceed as discussed.

9. Adoption of Minutes

9.1 Council Minutes for Adoption

9.1.1 October 14, 2025 Special Meeting Minutes

9.1.2 October 22, 2025 Public Meeting Minutes

9.1.3 October 22, 2025 Special Meeting Minutes

9.1.4 October 29, 2025 Regular Meeting Minutes

Moved by Deputy Mayor Nicole Beatty

Seconded by Councillor Randy Barber

THAT Council approve the minutes of Cobourg Municipal Council, as circulated.

Carried

9.2 Standing Committee Minutes Received for Information

9.2.1 November 6, 2025 Corporate, Finance and Legislative Standing Committee Minutes

Moved by Councillor Brian Darling

Seconded by Councillor Randy Barber

THAT Council receive the minutes of the Cobourg Municipal Standing Committee for informational purposes.

Carried

10. Community Announcements

Members of Council presented verbal reports on matters within their respective areas of responsibility.

11. Departmental Updates/Discussion

The CAO provided information and updates to Council and the Public on Divisional areas.

12. **Delegations**

Moved by Councillor Miriam Mutton

Seconded by Councillor Randy Barber

MOTION TO SUSPEND

THAT Council suspend the rules and regulations of Procedural By-law 050-2024, section 7.12 pertaining to Delegations to allow the delegate to speak for fifteen (15) minutes.

Defeated

12.1 **Delegation from Esther Schroeder, resident, regarding the Council consideration of the Cobourg Police Service 2026 Budget**

Moved by Councillor Brian Darling

Seconded by Councillor Aaron Burchat

THAT Council receive the delegation regarding the Cobourg Police Service 2026 Budget for information purposes.

Carried

13. **Information from External Organization / Information from Advisory Committees or Task Forces**

None.

14. **Consent Agenda**

Moved by Councillor Randy Barber

Seconded by Councillor Brian Darling

THAT Council adopt the following recommendations from the Standing Committees contained within the consent agenda as a single motion:

14.1 **Corporate, Finance and Legislative Standing Committee**

14.1.1 **Delegation from Julie Southwood, resident, regarding parking on Bagot Street**

WHEREAS at the Corporate, Finance and Legislative Standing Committee on November 6, 2025, the Committee considered the delegation from Julie Southwood, resident, regarding parking on Bagot Street.

NOW THEREFORE BE IT RESOLVED THAT Council refer the delegation regarding parking on Bagot Street to staff for a report back on potential solutions to address the delegate's concerns.

14.2 Correspondence

14.2.1 Correspondence from David Miller regarding Elbows Up for Climate Action Letter

THAT Council support the correspondence from C40 Centre for City Climate Policy and Economy regarding Elbows Up for Climate Action; and

FURTHER THAT Council direct Staff to send a copy of this resolution to all Ontario municipalities.

14.2.2 Correspondence from the Association of Municipalities Ontario (AMO) regarding a Free Workshop for Diverse Candidates Considering Running for 2026 Municipal Elections

THAT Council direct staff to promote the AMO Free Workshop for Diverse Candidates Considering Running for 2026 Municipal Elections on its social media, newsletter(s) and website where appropriate.

14.2.3 Correspondence from the Ministry of the Environment, Conservation and Parks (MECP) regarding Consultation on the Proposed Boundaries for the Regional Consolidation of Ontario's Conservation Authorities

THAT Council direct staff to share the correspondence from the Ministry of the Environment, Conversation and Parks on its social media channels in an effort to make Cobourg residents aware of the opportunity for public engagement via the Environmental Registry of Ontario.

14.2.4 Correspondence from the Town of LaSalle regarding Provincial Support for Municipal Policing

THAT Council support the correspondence from the Town of LaSalle regarding a Request for Equitable Provincial Support for Municipally Policed Communities; and

FURTHER THAT Council direct Staff to send a letter to the County of Northumberland and the Ministry of the Solicitor General requesting:

1. An acknowledgment of the inequity created by the 2024 and 2025 OPP funding interventions;

2. Equivalent financial relief be provided to municipally-policed communities facing similar budget pressures; and
3. That they work with municipalities and police boards to develop a fair, transparent, and sustainable provincial funding framework that applies equally to all police services in Ontario.

14.2.5 Correspondence from Enbridge Gas Ontario regarding Consultation on the future of natural gas expansion in Ontario

WHEREAS the Province has posted ERO 025 0923, Consultation on the Future of Community Natural Gas Expansion, seeking feedback from municipalities, Indigenous communities and other stakeholders on how Phase Three (3) could best support access to natural gas for community development; and

WHEREAS expanding access to natural gas is identified as a tool to support affordability and economic growth in Ontario communities, with Phases One (1) and Two (2) estimated to enable connections for approximately 17,000 buildings across 59 communities, and 16 projects completed to date; and

WHEREAS the Town of Cobourg is working toward its housing and employment land goals that contribute to Ontario's broader objective to build at least 1.5 million homes by 2031 and recognizes that timely servicing solutions (including natural gas where appropriate) can help enable these targets. [CUSTOMIZE TO MUNICIPAL PRIORITY: housing, economic developments goals, commercial and industrial investments, agriculture production, etc.; and

WHEREAS Ontario's energy future relies on a balance of affordability, reliability, and sustainability by leveraging a mix of energy solutions—including natural gas, electricity, and emerging energy technologies, to meet growing community needs. And whereas natural gas continues to play a critical role in supporting energy affordability, economic competitiveness, and enabling housing and employment growth across the province.

NOW THEREFORE BE IT RESOLVED THAT Council support the Ministry's consultation on the Future of Community Natural Gas Expansion (NGEP Phase 3) and endorses access to natural gas as an option to other energy solutions to advance the Town of Cobourg's housing, employment lands, and economic development objectives; and

FURTHER THAT Council direct staff to submit comments to ERO 025 0923 reflecting the Town of Cobourg's priorities, including: priority application types, alignment with Official Plan/Secondary Plans, sites and corridors where gas access would enable development (housing/employment lands), any Phase 1 and 2 learnings (if applicable) and practical barriers (e.g., timing, permitting, costs, land access); and

FURTHER THAT Council direct Staff to forward this resolution to local MPP(s), the Minister of Energy and Mines, the Ontario Energy Board, AMO, and neighbouring municipalities.

Carried

Council recessed at 7:20 p.m. and reconvened at 7:33 p.m.

15. Items Extracted from Consent Agenda

Council consented to the consideration of Report No. COR-2025-024 first.

15.1 Report No. COR-2025-024 from the Treasurer/Director of Corporate Services regarding 2025 Water and Wastewater Rate Study

Moved by Councillor Miriam Mutton

Seconded by Councillor Aaron Burchat

WHEREAS at the Corporate, Finance and Legislative Standing Committee on November 6, 2025, the Committee considered Report No. COR-2025-024 from the Treasurer/Director of Corporate Services regarding 2025 Water and Wastewater Rate Study.

NOW THEREFORE BE IT RESOLVED THAT Council receive the draft 2025 Water and Wastewater Rate Study prepared by Watson and Associates Economists Ltd. For information purposes.

Amended

Moved by Councillor Miriam Mutton
Seconded by Deputy Mayor Nicole Beatty

MOTION TO AMEND

That the following wording be added to the motion:

FURTHER THAT Council direct Staff to prepare a by-law to increase both the monthly base charge and consumptive rate charge in accordance with the schedules provided in the 2025 Town of Cobourg Water and Wastewater Rate Study as prepared by Watson and Associates Economists Ltd.

Carried

Moved by Councillor Miriam Mutton
Seconded by Councillor Aaron Burchat

WHEREAS at the Corporate, Finance and Legislative Standing Committee on November 6, 2025, the Committee considered Report No. COR-2025-024 from the Treasurer/Director of Corporate Services regarding 2025 Water and Wastewater Rate Study.

NOW THEREFORE BE IT RESOLVED THAT Council receive the draft 2025 Water and Wastewater Rate Study prepared by Watson and Associates Economists Ltd. For information purposes; and

FURTHER THAT Council direct Staff to prepare a by-law to increase both the monthly base charge and consumptive rate charge in accordance with the schedules provided in the 2025 Town of Cobourg Water and Wastewater Rate Study as prepared by Watson and Associates Economists Ltd.

Carried

15.2 Report No. COR-2025-025 from the Treasurer/Director of Corporate Services regarding Comprehensive Insurance Program – November 1, 2025 to November 1, 2026

Moved by Deputy Mayor Nicole Beatty
Seconded by Councillor Aaron Burchat

THAT Council accept the recommendation from McDougall Insurance Brokers Inc. (Cobourg) and renew the Comprehensive Insurance Program with Marsh Canada for the period November 1, 2025 to November 1, 2026 at a cost of \$803,592 (excluding taxes).

Carried

15.3 Report No. CAO-2025-010 from the Manager of the Office of the CAO regarding Municipal Franchise Agreement with Enbridge Gas Inc.

Moved by Councillor Miriam Mutton
Seconded by Councillor Aaron Burchat

WHEREAS at the Corporate, Finance and Legislative Standing Committee on November 6, 2025, the Committee considered Report No. CAO-2025-010 from the Manager of the Office of the CAO regarding Municipal Franchise Agreement with Enbridge Gas Inc.

NOW THEREFORE BE IT RESOLVED THAT Council receive the report regarding the Municipal Franchise Agreement with Enbridge Gas Inc. for information.

Carried

16. By-laws

16.1 By-law No. 058-2025 being a By-law to Amend Development Charge By-law 001-2022 (COR-2025-011)

Moved by Councillor Adam Bureau
Seconded by Councillor Brian Darling

BE IT RESOLVED THAT leave be granted to introduce By-law No. 058-2025, and to dispense with the reading of the By-law by the Municipal Clerk and that the same be considered read and passed and that the Mayor and the Municipal Clerk sign the same and the Seal of the Corporation be thereto affixed.

Referred

Mayor Lucas Cleveland rescinded the position of Chair to Deputy Mayor Nicole Beatty at 8:33 p.m.

Moved by Councillor Miriam Mutton
Seconded by Mayor Lucas Cleveland

MOTION TO REFER

THAT Council refer By-law No. 058-2025 to the December 4th CFL Standing Committee Meeting.

Carried

Deputy Mayor Nicole Beatty rescinded the position of Chair to Mayor Lucas Cleveland at 8:39 p.m.

17. Notice of Motion / Motion for Which Notice Has Been Given

17.1 Notice of Motion from Councillor Adam Bureau regarding Removal of Plaque at Cobourg Public Library

Moved by Councillor Adam Bureau

Seconded by Deputy Mayor Nicole Beatty

WHEREAS on November 3, 2025 by letters patent under the great seal of the realm King Charles III declared that Andrew Mountbatten Windsor shall no longer be entitled to hold and enjoy the style, title or attribute of 'royal highness' and the titular dignity of 'prince'.

NOW THEREFORE BE IT RESOLVED THAT Council direct Staff to remove the title and plaque at 'Duke of York Square' from the lands surrounding the Cobourg Public Library; and

FURTHER THAT Council direct Staff to report back on potential renaming options for the lands.

Carried

17.2 Notice of Motion from Councillor Adam Bureau regarding request for support from County of Northumberland for the Cobourg Police Budget

Moved by Councillor Adam Bureau

Seconded by Deputy Mayor Nicole Beatty

THAT Council request support from the County of Northumberland for financial contribution for court administration and court security costs due to the rising costs that are put upon the Cobourg Police Budget with these two items and rising the cost of policing in the Town of Cobourg.

Amended

Moved by Deputy Mayor Nicole Beatty

Seconded by Councillor Brian Darling

MOTION TO AMEND

That the following wording be added to the motion:

and the Ministry of the Solicitor General

Carried

Moved by Councillor Adam Bureau
Seconded by Deputy Mayor Nicole Beatty

THAT Council request support from the County of Northumberland and the Ministry of the Solicitor General for financial contribution for court administration and court security costs due to the rising costs that are put upon the Cobourg Police Budget with these two items and rising the cost of policing in the Town of Cobourg.

Carried

18. Confirmatory By-law

18.1 By-law 057-2025, being a By-law to confirm the proceedings of the Council Meeting of November 26, 2025

Moved by Councillor Aaron Burchat
Seconded by Councillor Randy Barber

THAT leave be granted to introduce By-law 057-2025 and to dispense with the reading of the By-law by the Municipal Clerk to confirm the proceedings of Council of the Town of Cobourg at its Regular Council Meeting held on November 26, 2025 and the same be considered read and passed and that the Mayor and the Municipal Clerk sign the same and the Seal of the Corporation be thereto affixed.

Carried

19. Adjournment

Mayor Lucas Cleveland adjourned the meeting at 8:55 p.m.

Lucas Cleveland, Mayor

Brent Larmer, Clerk

2000 Model Franchise Agreement

THIS AGREEMENT effective this day of , 2026

BETWEEN:

THE CORPORATION OF THE TOWN OF COBOURG

hereinafter called the "Corporation"

- and -

ENBRIDGE GAS INC.

hereinafter called the "Gas Company"

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

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

THEREFORE, the Corporation and the Gas Company agree as follows:

Part I - Definitions

1. In this Agreement

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

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

Part II - Rights Granted

2. To provide gas service

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

3. To Use Highways

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

4. Duration of Agreement and Renewal Procedures

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

or

(b) If the Corporation has previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law provided that, if during the 20 year term of this Agreement, the Model Franchise Agreement is changed, then on the 7th anniversary and on the 14th anniversary of the date of the passing of the By-law, this Agreement shall be deemed to be amended to incorporate any changes in the Model Franchise Agreement in effect on such anniversary dates. Such deemed amendments shall not apply to alter the 20 year term.

(c) At any time within two years prior to the expiration of this Agreement, either party may give notice to the other that it desires to enter into negotiations for a renewed franchise upon such terms and conditions as may be agreed upon. Until such renewal has been settled, the terms and conditions of this Agreement shall continue, notwithstanding the expiration of this Agreement. This shall not preclude either party from applying to the Ontario Energy Board for a renewal of the Agreement pursuant to section 10 of the *Municipal Franchises Act*.

Part III – Conditions

5. Approval of Construction

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

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

6. **As Built Drawings**

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

7. **Emergencies**

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

8. **Restoration**

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

9. **Indemnification**

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

10. **Insurance**

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

11. **Alternative Easement**

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

12. **Pipeline Relocation**

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

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

Part IV - Procedural And Other Matters

13. Municipal By-laws of General Application

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

14. Giving Notice

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

15. Disposition of Gas System

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

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

16. **Use of Decommissioned Gas System**

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

17. **Franchise Handbook**

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

18. **Other Conditions**

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 TOWN OF COBOURG

Per: _____
Lucas Cleveland, Mayor

Per: _____
Brent Larmer, Clerk

ENBRIDGE GAS INC.

Per: _____
Mark Kitchen, Director, Regulatory Affairs

Per: _____
Neil MacNeil, Director, Capital Project Management & Execution