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Scarborough ON M1K 5E3

Lesley Austin
Regulatory Coordinator
Regulatory Proceedings
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VIA COURIER AND RESS

December 15, 2008

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

Dear Ms. Walli:

**Re: Enbridge Gas Distribution Inc. ("Enbridge") Application for Franchise
Renewal with the Town of Caledon ("Town")**

Enbridge wishes to apply to the Ontario Energy Board (the "Board") for an order granting approval for the renewal of its franchise with the Town, using the 2000 Model Franchise Agreement and for a consolidating certificate of public convenience and necessity. The agreement between the Town and Enbridge is set to expire on May 8, 2009.

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

1. The aforementioned application
2. Schedule A – A map showing the location of the Town of Caledon
3. Schedule B – The current By-Law 89-86 and Franchise Agreement – May 8, 1989
4. Schedule C – Board Order – EBA 474 approving the current Franchise Agreement – January 5, 1989
5. Schedule D - The Certificate of Public Convenience and Necessity for the former Township of Albion (E.B.C. 47) – June 28, 1966
6. Schedule E - The Certificate of Public Convenience and Necessity for the former Village of Bolton (E.B.C. # not on file) – June 20, 1966
7. Schedule F - The Certificate of Public Convenience and Necessity for the former Township of Caledon (E.B.C. 65) – December 18, 1967
8. Schedule G - The Certificate of Public Convenience and Necessity for the former Township of Chinguacousy (F.B.C. 3) – August 9, 1955
9. Schedule H - The Certificate of Public Convenience and Necessity for the former Village of East Caledon (E.B.C. 67) – May 28, 1968
10. Schedule I – The signed Resolution and By-Law 2008-121 from the Town, and the proposed franchise agreement

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

The contact information for this matter follows below:

Corporation of the Town of Caledon
6311 Old Church Road
Caledon, Ontario L7C 1J6
Tel: (905) 584-2272
Fax: (905) 584-4325
Attn: Karen Landry
Town Clerk

Enbridge Gas Distribution Inc. (Head Office)
500 Consumers' Road
Toronto, Ontario M2J 1P8
Tel: (416) 495-5499 or 1-888-659-0685
Fax: (416) 495-6072
Email: EGDRegulatoryProceedings@Enbridge.com
Attn: Tania Persad
Senior Legal Counsel, Regulatory

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

Sincerely,



Lesley Austin
Regulatory Coordinator

Attachment

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

ONTARIO ENERGY BOARD

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

AND IN THE MATTER OF an application by
Enbridge Gas Distribution Inc. for an order extending
the term of the right to construct or operate works for
the distribution of gas, and the right to extend or add
to the works, in the Town of Caledon.

AND IN THE MATTER OF an application by
Enbridge Gas Distribution Inc. for an order canceling
the existing certificates of public convenience and
necessity for certain geographic areas now
incorporated within the Town of Caledon and
replacing these with a single certificate of public
convenience and necessity for the Town of Caledon.

A P P L I C A T I O N

1. Enbridge Gas Distribution Inc. (the "Applicant") is an Ontario corporation with its head office in the City of Toronto.
2. The Corporation of the Town of Caledon ("Corporation") is a municipal Ontario corporation with its head office at 6311 Old Church Road, Caledon, Ontario, L7C 1J6. The Corporation's Clerk is Ms. Karen Landry. Attached hereto and marked as Schedule "A" is a map showing the geographical location of the Town of Caledon ("Municipality").
3. The Applicant and the Corporation are party to a municipal gas franchise agreement. Attached hereto and marked as Schedule "B" is a copy of the franchise agreement and by-law 89-86 enacted May 8, 1989. Also attached as Schedule "C" is the Ontario Energy Board's Order EBA 474 granting approval for the agreement dated January 5, 1989.

4. The Applicant possesses multiple certificates of public convenience and necessity ("Certificate") for the geographical area of the Corporation permitting it to distribute, store and transmit gas in the Municipality. Attached hereto and marked as Schedules "D" through Schedule "H" are the Certificates for the former Township of Albion, Village of Bolton, Township of Caledon, Township of Chinguacousy, and Village of East Caledon, respectively. These five municipalities were amalgamated on January 1, 1974 to become the Town of Caledon.
5. The Applicant wishes to renew its municipal gas franchise with the Corporation and to continue serving the Municipality in accordance with the Certificate(s). The Applicant respectfully submits that it is in the public interest to do so. Attached hereto and marked as Schedule "I" is a signed resolution, the Corporation's by-law # 2008-121 granting approval to proceed with the renewal, and a copy of the proposed franchise agreement between the Applicant and the Corporation ("the Agreement").
6. The proposed municipal gas franchise agreement is in the form of the Ontario Energy Board ("Board") approved 2000 Model Franchise Agreement, with no amendments and is for a term of twenty years.
7. The Applicant hereby applies to the Board, pursuant to Section 9 of the *Municipal Franchises Act*, R.S.O. c. M.55, for:
 - i) an Order renewing the Applicant's right to distribute, store, and transmit gas in and through the Municipality for such period of time and upon the terms set out in the Agreement, or as may otherwise be prescribed by the Board;
 - ii) an Order directing and declaring that the assent of the municipal electors to the terms and conditions of the franchise agreement is not necessary; and
 - iii) an Order, pursuant to subsection 8(2) of the *Municipal Franchises Act*, R.S.O. 1990, c. M. 55, as amended (the "Act"), canceling the Applicant's existing certificates of public convenience and necessity for the former Township of Albion, Village of Bolton, Township of Caledon, Township of Chinguacousy, and the Village of East Caledon and replacing it with a certificate of public convenience and necessity for the Town of Caledon.

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

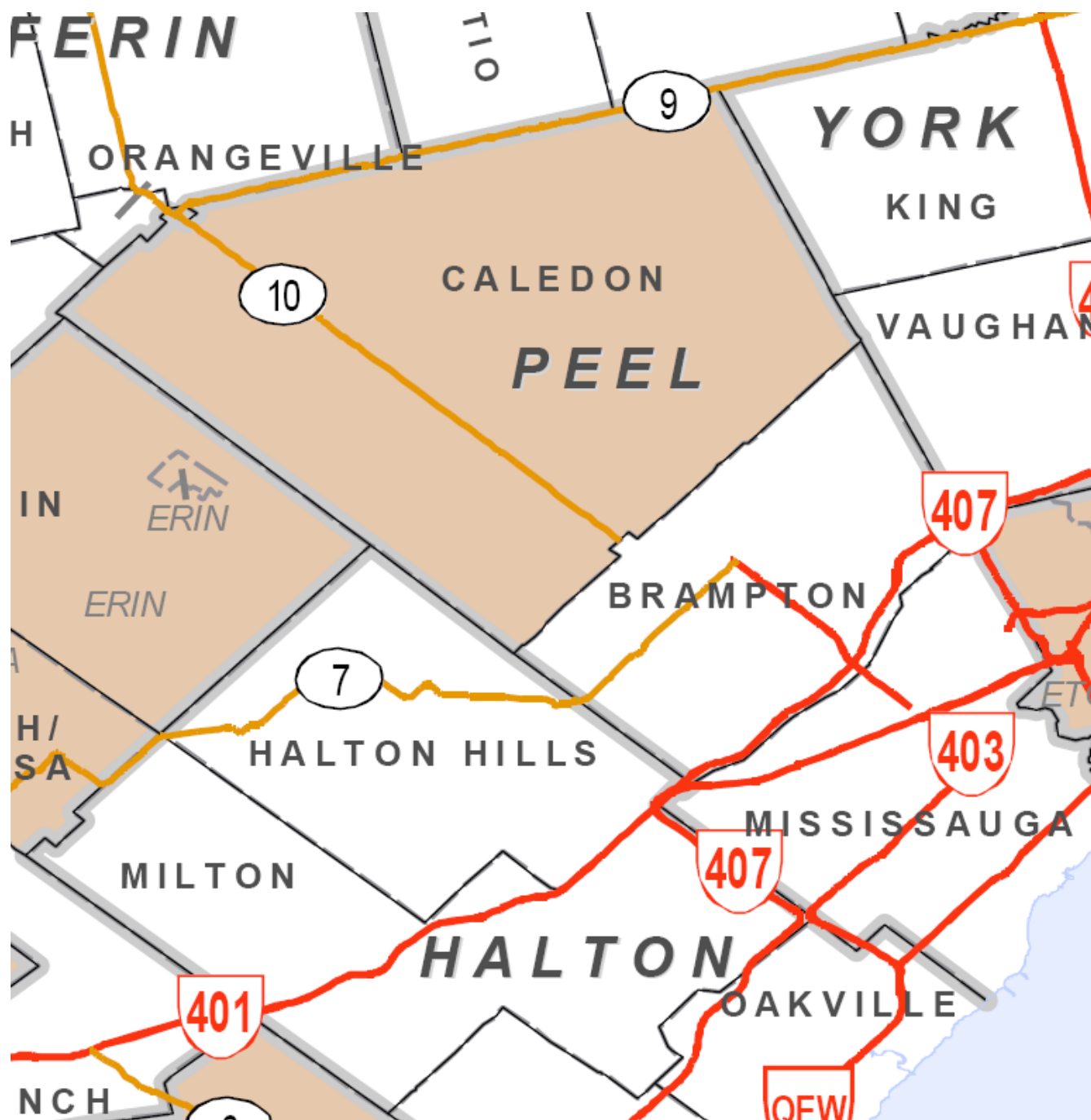
DATED at Toronto this 15th day of December, 2008.

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



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

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



THE CORPORATION OF THE TOWN OF CALEDON

BY-LAW NUMBER 89-86

G. A. Boyce, A.M.C.T.
Clerk-Administrator
TOWN OF CALEDON

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

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

AND WHEREAS the Ontario Energy Board by its Order issued pursuant to The Municipal Franchises Act on the 5th day of January 19 89 has approved the terms and conditions upon which and the period for which the franchise provided for in the attached agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of this By-law is not necessary;

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

NOW THEREFORE BE IT ENACTED:

1. That the attached franchise agreement between the Corporation and The Consumers' Gas Company Ltd. is hereby authorized and the franchise provided for therein is hereby granted.
2. That the Mayor and Clerk are hereby authorized and instructed on behalf of the Corporation to enter into and execute under its corporate seal and deliver the aforesaid agreement, which agreement is hereby incorporated into and shall form part of this By-law.
3. That the By-law referred to in Schedule "A" annexed hereto and forming part of this By-law is hereby repealed insofar as it applies to any area within the present geographic limits of the Corporation.

ENACTED AND PASSED this 8th day of May 19 89 .

CLERK

Mayor

SCHEDULE "A"

By-Law No. 957 passed by the Council of the Corporation of the Township of Albion on the 20th day of June, 1966;

By-Law No. 1150 passed by the Council of the Corporation of the Village of Bolton on the 27th day of June, 1966;

By-Law No. 87 passed by the Council of the Corporation of the Village of Caledon East on the 8th day of April, 1968;

By-Law No. 1438 passed by the Council of the Corporation of the Township of Caledon on the 4th day of December, 1967.

2017-01-10 10:00:00

THE CONSUMERS' GAS COMPANY LTD.

FRANCHISE AGREEMENT

THIS AGREEMENT made this 15th day of May, 1989
BETWEEN:

**THE CORPORATION OF THE TOWN
OF CALEDON**

hereinafter called the "Corporation"

- and -

THE CONSUMERS' GAS COMPANY LTD.

hereinafter called the "Gas Company"

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

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

THEREFORE the Corporation and the Gas Company agree as follows:

I Definitions

1. In this Agreement:

- (a) "gas" means natural gas, manufactured gas, synthetic natural gas, liquefied petroleum gas or propane-air gas, or a mixture of any of them, but does not include a liquefied petroleum gas that is distributed by means other than a pipeline;
- (b) "gas system" means such mains, plants, pipes, conduits, services, valves, regulators, curb boxes, stations, drips or such other equipment as the Gas Company may require or deem desirable for the supply, transmission and distribution of gas in or through the Municipality;
- (c) "highway" means all common and public highways and shall include any bridge, viaduct or structure forming part of a highway, and any public square, road allowance or walkway and shall include not only the travelled portion of such highway, but also ditches, driveways, sidewalks, and sodded areas forming part of the road allowance now or at any time during the term hereof under the jurisdiction of the Corporation;
- (d) "Municipality" means the territorial limits of the Corporation on the date when this Agreement takes effect, and any territory which may thereafter be brought within the jurisdiction of the Corporation;
- (e) "Engineer/Road Superintendent" means the most senior individual employed by the Corporation with responsibilities for highways within the Municipality or the person designated by such senior employee or such other person as may from time to time be designated by the Council of the Corporation.

II Rights Granted

1. To provide gas service,

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

2. To use road allowances.

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

3. Duration of Agreement and Renewal Procedures.

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

At any time within two years prior to the expiration of this Agreement, either party may give notice to the other that it desires to enter into negotiations for a renewed franchise upon such terms and conditions as may be agreed upon. Until such renewal has been settled, the terms and conditions of this Agreement shall continue, notwithstanding the expiration of this Agreement. Nothing herein stated shall preclude either party from applying to the Ontario Energy Board for a renewal of the Agreement pursuant to section 10 of the **Municipal Franchises Act**.

III Conditions

1. Approval of Construction.

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

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

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

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

2. As Built Drawings.

The Gas Company shall not deviate from the approved location for any part of the gas system unless the prior approval of the Engineer/Road Superintendent to do so is received. After completion of the construction, where plans were initially filed, an "as built" plan of equal quality to the pre-construction plan or certification that the pre-construction plan is "as built" will be filed with the Engineer/Road Superintendent.

3. Emergencies.

In the event of an emergency involving the gas system, the Gas Company will proceed with the work and in any instance where prior approval of the Engineer/Road Superintendent is normally required, shall use its best efforts to immediately notify the Engineer/Road Superintendent of the location and nature of the emergency and the work being done and, if it deems appropriate, notify the police force having jurisdiction.

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

4. Restoration.

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

5. Indemnification.

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

6. Alternative Easement.

The Corporation agrees, in the event of the proposed sale or closing of any highway or any part of a highway where there is a gas line in existence, to give the Gas Company reasonable notice of such proposed sale or closing and to provide, if it is feasible, the Gas Company with easements over that part of the highway proposed to be sold or closed sufficient to allow the Gas Company to preserve any part of the gas system in its then existing location. In the event that such easements cannot be provided, the Corporation will share, as provided in clause III, 7 of this Agreement, in the cost of relocating or altering the gas system to facilitate continuity of gas service.

7. Pipeline Relocation.

If in the course of constructing, reconstructing, changing, altering or improving any highway or any municipal works, the Corporation deems that it is necessary to take up, remove or change the location of any part of the gas system, the Gas Company shall, upon notice to do so, remove and/or relocate within a reasonable period of time such part of the gas system to a location approved by the Engineer/Road Superintendent.

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

Where any part of the gas system relocated in accordance with this section is located other than on a bridge, viaduct or structure, the costs of relocation shall be shared between the Corporation and the Gas Company on the basis of the total relocation costs, excluding the value of any upgrading of the gas system, and deducting any contribution paid to the Gas Company by others in respect to such relocation; and for these purposes, the total relocation costs shall be the aggregate of the following:

- (a) the amount paid to Gas Company employees up to and including field supervisors for the hours worked on the project plus the current cost of fringe benefits for these employees,
- (b) the amount paid for rental equipment while in use on the project and an amount, charged at the unit rate, for Gas Company equipment while in use on the project,
- (c) the amount paid by the Gas Company to contractors for work related to the project,
- (d) the cost to the Gas Company for materials used in connection with the project, and
- (e) a reasonable amount for project engineering and project administrative costs which shall be 22.5% of the aggregate of the amounts determined in items (a), (b), (c) and (d) above.

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

8. Notice to Drainage Superintendent.

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

IV Procedural And Other Matters

1. Municipal By-laws of General Application.

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

2. Giving Notice.

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

3. Disposition of Gas System.

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

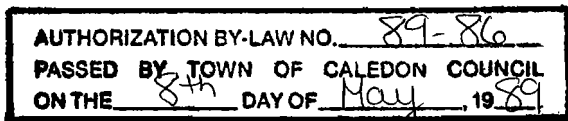
If at any time the Gas Company abandons any other part of its gas system, it shall deactivate that part of its gas system in the Municipality. Thereafter, the Gas Company shall have the right, but nothing herein contained shall require it, to remove its gas system. If the Gas Company fails to remove its gas system and the Corporation requires the removal of all or any of the gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in any highway, the Corporation may remove and dispose of so much of the deactivated gas system as the Corporation may require for such purposes and neither party shall have recourse against the other for any loss, cost, expense or damage occasioned thereby.

4. Agreement Binding Parties.

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

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

THE CORPORATION OF THE TOWN OF CALEDON



Emil Kolb
Mayor

[Signature]
Clerk

THE CONSUMERS' GAS COMPANY LTD.

[Signature]
SR. VICE-PRESIDENT

[Signature]
SR. VICE-PRESIDENT

DATED May 8th 1989

THE CORPORATION OF THE TOWN
OF CALEDON

- and -

THE CONSUMERS' GAS COMPANY LTD.

FRANCHISE AGREEMENT

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



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

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

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

O R D E R

UPON The Consumers' Gas Company Ltd. ("Consumers Gas") having filed an application dated October 31, 1985 (the "Application") with the Ontario Energy Board (the "Board") under Section 9 of the Municipal Franchises Act (the "Act") for approval of the terms and conditions upon which, and the period for which, the right to construct and operate works for the distribution of gas in the Town of Caledon and the right to supply gas to the inhabitants of the Town of Caledon is to be granted to Consumers Gas, and having requested the Board to declare and direct, pursuant to subsection 9(4) of the Act, that the assent of the municipal electors to the by-law is not necessary;

- 2 -

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

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

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

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

AND UPON the Board having issued an oral decision at the hearing, wherein the Board approved the application with the following condition:

1. Consumers Gas shall file with the Board Secretary a written resolution by the Town of Caledon approving the form of franchise agreement;

THE BOARD HEREBY APPROVES the terms and conditions upon which and the period for which the right to construct

- 3 -

and operate works for the distribution of gas in the Town of Caledon and the right to supply gas to the municipality and its inhabitants, as set out in the proposed franchise agreement attached as Appendix "A" hereto, subject to the condition above.

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

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

ISSUED at Toronto this 5th day of January, 1989.

RECEIVED FROM THE TOWN OF CALEDON

ONTARIO ENERGY BOARD

A handwritten signature in black ink, appearing to read 'S.A.C. Thomas', is written over a horizontal line.

S.A.C. Thomas
Board Secretary

DRAFT

THIS AGREEMENT made the _____ day of _____, 19____,
BETWEEN:


THE CONSUMERS' GAS COMPANY LTD.
hereinafter called the "Company"

Appendix "A" to Board Order
E.B.A. 474 dated January 5, 1989.

OF THE FIRST PART

- and -

THE CORPORATION OF THE _____ TOWN _____
OF _____ CALEDON _____
hereinafter called the "Municipality"


S.A.C. Thomas
Board Secretary

OF THE SECOND PART

WHEREAS the Company desires to distribute and sell gas (which term shall mean and include natural gas, manufactured gas, synthetic gas, or liquefied petroleum gas, and includes any mixture of natural gas, manufactured gas, synthetic gas, or liquefied petroleum gas, but does not include a liquefied petroleum gas that is distributed by means other than a pipe line) in the Municipality upon the terms and conditions hereinafter set forth.

AND WHEREAS by By-law passed by the Council of the Municipality, the Mayor and Clerk of the Municipality have been authorized and directed to execute, seal and deliver this Agreement on behalf of the Municipality.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for valuable consideration, (the receipt and sufficiency of which is hereby acknowledged):

1. The consent, permission and authority of the Municipality are hereby given and granted to the Company, to supply gas to the Municipality and to the inhabitants thereof and to enter upon all highways now or at any time hereafter within the jurisdiction of the Municipality and to lay, maintain, operate and repair such mains and pipes as the Company may require therein and thereon for the transmission and supply of gas in and through the Municipality together with the right to construct, maintain and repair all necessary regulators, valves, curb boxes, safety appliances and other appurtenances that may be necessary in connection with the transmission and supply of gas in the Municipality.
2. The Company shall well and sufficiently restore forthwith to as good condition as they were in before the commencement of the Company's operation to the satisfaction of the Municipal Engineer (which term means from time to time such employee of the Municipality as the Municipality shall have designated as such for the purposes of this Agreement, or failing such designation, the senior employee of the Municipality for the time being charged with the administration of public works and highways in the Municipality) all highways, squares and public places which it may excavate or interfere with in the course of laying, constructing, or repairing or removing of its mains, pipes, regulators, valves, curb boxes, safety appliances and other appurtenances and shall make good any settling or subsidence thereafter caused by such excavation, and further, in the event of the Company failing at any time to do any work required by this Section the Municipality may forthwith have such work done and charged to and collect from the Company the cost thereof and the Company shall on demand pay any reasonable account therefor certified by the Municipal Engineer.
3. The Company shall at all times wholly indemnify the Municipality from and against all loss, damage and injury and expense to which the Municipality may be put by reason of any damage or injury to persons or property resulting from the imprudence, neglect or want of skill of the employees or agents of the Company in connection with the construction, repair, maintenance or operation by the Company of any of its works in the Municipality.
4. Except in the event of emergency no excavation, opening or work which shall disturb or interfere with the surface of any highway shall be made or done unless a permit therefor has first been obtained from the said Municipal Engineer and all such works shall be done under his supervision and to his satisfaction.

5. The location of all pipes and works on said highways shall be subject to the direction and approval of the Municipal Engineer and all such pipes and works, whenever it may be reasonable and practical, shall be laid in and along the sides of said highways.
6. The Company before beginning any new work in the said Municipality under this Agreement, save and except lateral service pipes, shall file with the Municipal Engineer a plan drawn to scale showing the highways in which it proposes to lay mains, and pipes, and the particular parts thereof it proposes to occupy for any of such purposes together with definite written specifications of the mains, pipes and works proposed to be laid or constructed by it, specifying the materials and dimensions thereof, and the depth at which the same are to be laid, and similar plans and specifications shall be filed with the said Municipality of all extensions of, or additions to such mains, pipes, or works before any such extensions or addition shall be begun. Provided further that the Company shall provide the Municipal Engineer with a revised plan of the location of any main should there be any alteration in the plan originally filed with the Municipal Engineer.
7. The Company shall use at all times proper and practicable means to prevent the escape or leakage of gas from its mains and pipes and the causing of any damage or injury therefrom to any person or property.
8. The rates to be charged and collected and the terms of service to be provided by the Company for gas supplied by it under this franchise shall be the rates and the terms of service approved or fixed by the Ontario Energy Board or by any other person or body having jurisdiction to approve or fix such rates or terms of service. Any application to approve or fix rates to be charged and collected or terms of service to be provided by the Company for gas supplied by it shall be made in accordance with The Ontario Energy Board Act, R.S.O. 1980 Chapter 332, as amended from time to time or any other statute regulating such application.
9. The Municipality will not build or permit any Commission or other public utility or person to build any structure or structures encasing any mains or pipes of the Company.
10. (a) This Agreement and the respective rights and obligations hereunto of the parties hereto are hereby declared to be subject to the provisions of all regulating statutes and to all orders and regulations made thereunder and from time to time remaining in effect; and in event of any dispute or disagreement between the parties hereto as to the meaning or interpretation of anything herein contained or as to the performance or non-performance by either of such parties of any of the provisions hereof or as to the respective rights and obligations of the parties hereto hereunder, either of such parties may refer such dispute or disagreement to arbitration under the provisions of Paragraph 10(b) hereof.
(b) Whenever The Municipal Arbitrations Act, R.S.O. 1980, Chapter 304 shall extend and apply to the Municipality any references to arbitration pursuant to the provisions of Paragraph 10(a) hereof shall be to the Official Arbitrator appointed under the Act and shall be governed by the provisions of that Act. At any other time the procedure upon an arbitration pursuant to the provisions of the said Paragraph 10(a) shall be as follows:

Within twenty days after the written request of either of the parties hereto for arbitration each of them shall appoint one arbitrator and the two so appointed shall, within twenty days after the expiring of such twenty day period select a third. In case either of the parties hereto shall fail to name an arbitrator within twenty days after the said written request for arbitration, the arbitrator appointed shall be the only arbitrator. In case the two arbitrators so appointed are unable to agree on a third arbitrator within twenty days after the expiry of the first twenty day period above mentioned, application shall be made as soon as reasonably possible to any Judge of the Supreme Court of Ontario for the appointment of such third arbitrator. The arbitrator or arbitrators so appointed shall have all the powers accorded arbitrators by The Arbitration Act, R.S.O. 1980, Chapter 25 as from time to time amended, or any Act in substitution therefor. The decision of the said arbitrator or arbitrators (or of a majority of such arbitrators) shall be final and binding on the parties hereto.
11. In the event of the Company being prevented from carrying out its obligations under this Agreement by reason of any cause beyond its control, the Company shall be relieved from such obligations while such disability continues and in the event of dispute as to the existence of such disability such dispute shall be determined as hereinbefore provided. Provided, however, that the provisions of this Paragraph 11 shall not relieve the Company from any of its obligations as set out in Paragraph 3 hereof.
12. The franchise hereby granted shall be for a term of twenty (20) years from and after the final passing of the By-law; provided that if at any time prior to the expiration of the said term of twenty (20) years or prior to the expiration of any renewal thereof, the Company shall notify the Municipality in writing that it desires a renewal thereof for a further period, the Municipality may but shall not be obliged to renew by By-law this Agreement from time to time for further periods not exceeding twenty (20) years at any time.

- 1 The Company shall pay the cost, charges and expenses to the Municipality and of its Solicitor of and incidental to, the preparation and passing of such By-law and this Agreement.
14. For the purpose of this Agreement and of any matters arising out of same the Municipality shall act by the Council thereof.
15. Wherever the word "highway" is used in this Agreement or in the said By-law it shall mean common and public highways and shall include any bridge forming part of a highway on or over and across which a highway passes and any public square, or road allowance 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.
16. Upon the expiration of this franchise or any renewal thereof the Company shall have the right, but nothing herein contained shall require it, to remove its mains, pipes, plant and works laid in the said highway. Provided that forthwith upon the expiration of this franchise or any renewal thereof the Company shall deactivate such pipeline in the Municipality. Provided further that if the Company should leave its mains, pipes, plants and works in the highway as aforesaid and the Municipality at any time after a lapse of one year from termination required the removal of all or any of the Company's said facilities for the purpose of altering or improving the highway or in order to facilitate the construction of utility or other works in the highway the Municipality may remove and dispose of so much of the Company's said facilities as the Municipality may require for such purposes and neither party shall have recourse against the other for any loss, cost or expense occasioned thereby.
17. Any notice to be given under any of the provisions hereof may be effectually given to the Municipality by delivering the same to the Municipal Clerk or by sending the same to him by registered mail, postage prepaid, addressed to the "Clerk of the Corporation of the Town of Caledon, Box 1000, Church Street, Caledon East, Ontario," and to the Company by delivering the same to its Manager or other Chief Officer in charge of its place of business in the City of Mississauga, or by sending the same by registered mail, postage prepaid, addressed to "The Consumers' Gas Company Ltd., Suite 4200, 1 First Canadian Place, Post Office Box 90, Toronto, Ontario. M5X 1C5." If any notice is sent by mail the same shall be deemed to have been given on the day succeeding the posting thereof.
18. This Agreement shall extend to, benefit and bind the parties thereto, their successors and assigns, respectively.

IN WITNESS WHEREOF the said Company has hereunto caused its Corporate Seal to be affixed and these presents signed by its proper officers in that behalf and the said Corporation has hereunto caused its Corporate Seal to be affixed and these presents signed by the Mayor and Clerk.

THE CONSUMERS' GAS COMPANY LTD.

THE CORPORATION OF THE TOWN OF
CALEDON

Mayor

Clerk

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

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

B E F O R E

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

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

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

1. THIS BOARD DOTH ORDER THAT a Certificate of Public
Convenience and Necessity be and the same is hereby granted
to The Consumers' Gas Company for the supply of natural gas
to the inhabitants of the Township of Albion and for the con-
struction of the works necessary therefor.
2. The Board fixes the costs of this Application at \$25.00
payable forthwith by the Applicant.

DATED at Toronto this 28th day of June, A.D. 1966.

THE ONTARIO ENERGY BOARD

W. J. O'Keefe
Board Secretary.

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

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

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

DATED AT TORONTO this 30th day of June, A.D. 1966.

Wm. J. Adley
Board Secretary.

THE ONTARIO ENERGY BOARD

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

AND IN THE MATTER of an Application by The
Consumers' Gas Company for a Certificate of
Public Convenience and Necessity to construct
works to supply and to supply natural gas to
the Township of Caledon, in the County of Peel.

B E F O R E:

A.R. Crozier Chairman	}	Tuesday, the 24th
A.B. Jackson Vice Chairman		day of October,
I.C. MacNabb Vice Chairman		1967.

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

UPON the Application of The Consumers' Gas Company
(hereinafter called the Applicant) for a certificate pur-
suant to the provisions of The Municipal Franchises Act,
R.S.O. 1960, Chapter 255 and amendments thereto and upon
the hearing of such Application by the Board at the City
of Toronto on the 24th day of October, 1967, after due notice
had been given as directed by the Board in the presence of
Counsel for the Applicant, no one else appearing, upon con-
sideration of the evidence and exhibits produced at the
hearing and upon hearing what was alleged by Counsel for
the Applicant.

1. THIS BOARD DOTH ORDER that a Certificate of Public
Convenience and Necessity be and the same is hereby granted
to The Consumers' Gas Company for the supply of natural gas
to the inhabitants of the Township of Caledon and for the
construction of the works necessary therefor.
2. The Board fixes the costs of this Application at \$25.00
payable forthwith by the Applicant.

DATED AT TORONTO this 18th day of December, 1967.

ONTARIO ENERGY BOARD


Board Secretary.

F.B.C. No. 3

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 The Consumers' Gas Company of
Toronto for a Certificate of Public
Convenience and Necessity to construct
works and to supply natural gas to the
inhabitants of the Township of
Chinguacousy.

BEFORE: A. R. Crozier, Chairman
 T. H. Simpson, Q.C., Vice-Chairman
 D. M. Treadgold, Q.C., Commissioner
 L. R. MacTavish, Q.C., Commissioner

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

UPON THE APPLICATION of The Consumers' Gas Company of Toronto
(hereinafter referred to as the "Applicant") pursuant to the pro-
visions of The Municipal Franchises Act R.S.O. 1950 Chapter 249
and amendments thereto, and upon the hearing of such application by
the Board in the City of Toronto on the 24th day of June, 1955,
after due notice of such hearing had been given as directed by the
Board, in the presence of Counsel for the Applicant, and for the
Township of Toronto and The Hydro-Electric Power Commission of
Ontario, upon consideration of the evidence and exhibits produced
at the hearing and upon hearing what was alleged by Counsel afore-
said;

1. THIS BOARD DOETH ORDER THAT a Certificate of Public Convenience
and Necessity be and the same is hereby granted to The Consumers'
Gas Company of Toronto for the supply of natural gas to the inhabi-
tants of the Township of Chinguacousy, and for the construction of
the works necessary therefor.

2. The Board fixes the costs of this Application at \$100 payable forthwith by the Applicant.

By Order of the Board.

DATED at Toronto this 9th day of August 1955.

ONTARIO FUEL BOARD

... *A. H. McGill*
Chairman

J. D. ...
Vice-Chairman CHAIRMAN

... *L. R. ...*
Commissioner

Don Macdonald
COMMISSIONER

THE ONTARIO ENERGY BOARD

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

AND IN THE MATTER of an Application by The Consumers' Gas Company for a Certificate of Public Convenience and Necessity to construct works to supply and to supply natural gas to the Village of Caledon East, in the County of Peel.

B E F O R E:

A. R. Crozier, Chairman	}	Thursday, the 21st
A. B. Jackson, Vice-Chairman		day of March, 1968.

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

UPON the Application of The Consumers' Gas Company (hereinafter called the Applicant) for a certificate pursuant to the provisions of The Municipal Franchises Act, R.S.O. 1960, Chapter 255 and amendments thereto and upon the hearing of such Application by the Board at the City of Toronto on the 21st day of March, 1968, after due notice had been given as directed by the Board in the presence of Counsel for the Applicant, no one else appearing upon consideration of the evidence and exhibits produced at the hearing and upon hearing what was alleged by Counsel for the Applicant.

1. THIS BOARD DOTH ORDER that a Certificate of Public Convenience and Necessity be and the same is hereby granted to The Consumers' Gas Company for the supply of natural gas to the inhabitants of the Village of Caledon East and for the construction of the works necessary therefor.
2. The Board fixes the costs of this Application at \$25.00 payable forthwith by the Applicant.

DATED AT TORONTO this 28th day of ^{May} March, 1968.

THE ONTARIO ENERGY BOARD

Lucy C. Fidler
Board Secretary.



Schedule I

w-662-2008

Date: December 9, 2008

Moved by: *Mike deBoer*

Seconded by: *J. Paterak*

That Report LS-2008-055 regarding the Renewal of the Franchise Agreement with Enbridge Gas Distribution Inc. (formerly Consumers' Gas Company Ltd.), be received; and

That Council enact a by-law in 2008:

1. authorizing the submission of a Franchise Agreement between the Town of Caledon and Enbridge Gas Distribution Inc. to the Ontario Energy Board for its approval;
2. requesting that the Ontario Energy Board make an order dispensing with the assent of the municipal electors of a by-law authorizing the Mayor and Clerk to execute the Franchise Agreement with Enbridge Gas Distribution Inc.;
3. authorizing the Mayor and Clerk to execute the Franchise Agreement once approval has been granted by the Ontario Energy Board in 2009; and

That Council enact a by-law in 2009 authorizing the Mayor and Clerk to execute the Memorandum of Understanding with Enbridge Gas Distribution Inc. providing for clarification of the franchise agreement.

RECORDED VOTE	YES	NO	CONFLICT	ABSENT
Councillor Beffort				
Councillor deBoer				
Councillor Groves				
Councillor McClure				
Mayor Morrison				
Councillor Paterak				
Councillor Payne				
Councillor Thompson				
Councillor Whitehead				
TOTAL				

MAYOR:

Maralyn Morrison

☒ CARRIED ☐ LOST

THE CORPORATION OF THE TOWN OF CALEDON

BY-LAW NO. 2008-121

Being a by-law to renew a Franchise Agreement
with Enbridge Gas Distribution Inc.
(formerly Consumers' Gas Company Ltd.)

WHEREAS the Council of the Corporation of the Town of Caledon (the "Town") enacted a bylaw on May 8, 1989 authorizing a Franchise Agreement between the Town and Consumers' Gas Company Ltd. (the "Franchise Agreement");

AND WHEREAS the Franchise Agreement expires May 8, 2009 and it is desirable that it be renewed;

AND WHEREAS pursuant to s. 3(1) of the *Municipal Franchises Act, 1990*, the Town cannot enter into a franchise agreement unless a by-law outlining the terms and conditions and the period of the franchise agreement has been assented to by the municipal electors;

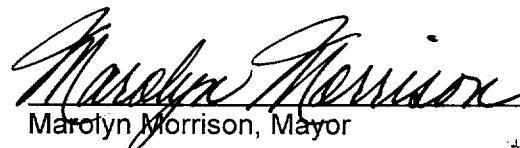
AND WHEREAS pursuant to s. 9(1) of the *Municipal Franchises Act, 1990*, the Ontario Energy Board shall first approve the terms and conditions and the period of the franchise agreement;

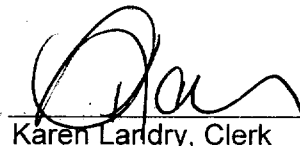
AND WHEREAS pursuant to s. 9(4) of the *Municipal Franchises Act, 1990*, the Ontario Energy Board may make an order that the assent of the municipal electors in respect of a by-law authorizing the execution of a franchise agreement is not necessary;

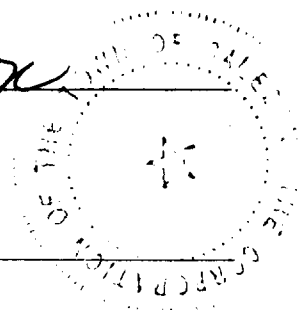
NOW THEREFORE the Council for The Corporation of the Town of Caledon enacts as follows:

1. That the franchise agreement with Enbridge Gas Distribution Inc. be submitted to the Ontario Energy Board for approval;
2. That the Ontario Energy Board be requested to make an order dispensing with the assent of the municipal electors of the draft by-law (including the franchise agreement);
3. That the Mayor and Clerk are authorized to enter into and execute under corporate seal of the Town and deliver the franchise agreement once approval has been granted by the Ontario Energy Board.

READ A FIRST, SECOND AND THIRD TIME AND
PASSED IN OPEN COUNCIL THIS
9th DAY OF DECEMBER, 2008.


Marilyn Morrison, Mayor


Karen Lardry, Clerk



Model Franchise Agreement

THIS AGREEMENT effective this day of , 20 .

BETWEEN: The Corporation of the Town of Caledon hereinafter called the
"Corporation"

- and -

Enbridge Gas Distribution Inc. hereinafter called the "Gas Company"

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

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

THEREFORE the Corporation and the Gas Company agree as follows:

Part I - Definitions

1. In this Agreement:

- a. "decommissioned" and "decommissions" when used in connection with parts of the gas system, mean any parts of the gas system taken out of active use and purged in accordance with the applicable CSA standards and in no way affects the use of the term 'abandoned' pipeline for the purposes of the Assessment Act;
- b. "Engineer/Road Superintendent" means the most senior individual employed by the Corporation with responsibilities for highways within the Municipality or the person designated by such senior employee or such other person as may from time to time be designated by the Council of the Corporation;
- c. "gas" means natural gas, manufactured gas, synthetic natural gas, liquefied petroleum gas or propane-air gas, or a mixture of any of them, but does not include a liquefied petroleum gas that is distributed by means other than a pipeline;
- d. "gas system" means such mains, plants, pipes, conduits, services, valves, regulators, curb boxes, stations, drips or such other equipment

as the Gas Company may require or deem desirable for the distribution, storage and transmission of gas in or through the Municipality;

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

Part II - Rights Granted

- 2. To provide gas service:

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

Part III - Conditions

5. Approval of Construction

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

conditions or to enter into a separate agreement as a condition of the approval of this part of the construction of the gas system.

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

6. As Built Drawings

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

7. Emergencies

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

8. Restoration

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

9. Indemnification

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

10. Insurance

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

- c. Upon request by the Corporation, the Gas Company shall confirm that premiums for such insurance have been paid and that such insurance is in full force and effect.

11. Alternative Easement

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

12. Pipeline Relocation

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

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

Part IV - Procedural And Other Matters

13. Municipal By-laws of General Application

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

14. Giving Notice

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

15. Disposition of Gas System

- a. If the Gas Company decommissions part of its gas system affixed to a bridge, viaduct or structure, the Gas Company shall, at its sole expense, remove the part of its gas system affixed to the bridge, viaduct or structure.
- b. If the Gas Company decommissions any other part of its gas system, it shall have the right, but is not required, to remove that part of its gas system. It may exercise its right to remove the decommissioned parts of its gas system by giving notice of its intention to do so by filing a Plan

as required by Paragraph 5 of this Agreement for approval by the Engineer/Road Superintendent. If the Gas Company does not remove the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in any highway, the Corporation may remove and dispose of so much of the decommissioned gas system as the Corporation may require for such purposes and neither party shall have recourse against the other for any loss, cost, expense or damage occasioned thereby. If the Gas Company has not removed the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in a highway, the Gas Company may elect to relocate the decommissioned gas system and in that event Paragraph 12 applies to the cost of relocation.

16. Use of Decommissioned Gas System

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

By: _____

By: _____

Duly Authorized Officer

ENBRIDGE GAS DISTRIBUTION INC.

By: _____

By: _____

DATED this day of , 20 .

THE CORPORATION OF THE
TOWN OF CALEDON

- and -

ENBRIDGE GAS DISTRIBUTION INC.

FRANCHISE AGREEMENT

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

Attention: Regulatory Affairs Department