

THIS AGREEMENT made the 15th day of August 1957.

B E T W E E N:

THE CONSUMERS' GAS COMPANY OF TORONTO
hereinafter called the "Company"

OF THE FIRST PART

- and -

THE CORPORATION OF THE COUNTY OF YORK
hereinafter called the "County"

OF THE SECOND PART

WHEREAS the Company distributes and sells gas (which term means and includes natural gas manufactured gas and any liquified petroleum gas and includes any mixture of natural gas, manufactured gas or liquified petroleum gas but does not include a liquified petroleum gas that is distributed by means other than a pipe line) to consumers throughout the County of York pursuant to and in accordance with franchises granted the Company by the incorporated municipalities which comprise the County of York.

AND WHEREAS the Company transmits and distributes gas to the said municipalities within the County of York by means of a pipe line system.

AND WHEREAS the Company anticipates that it will be expedient, necessary or advantageous to use the highways within the said County for the purpose of constructing its transmission and distribution pipe line system in the said incorporated municipalities which comprise the County of York.

of any highway shall be made or done unless a permit therefor has first been obtained from the said Chief 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 said Chief Engineer and all such pipes and works, whenever, it may be reasonable and practicable, shall be laid in and along the sides of said highways.

6. The Company before beginning any new work in, upon or under the said highways within the jurisdiction of the County under this Agreement, save and except lateral service pipes, shall file with the said Chief 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 Chief Engineer 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 said Chief Engineer with a revised plan of

the location of any main should there be any alteration in the plan originally filed with the said Chief Engineer.

7. If in the course of constructing, reconstructing, changing altering or improving any of the said highways within the jurisdiction of the County it becomes necessary to take up, remove or change the location of appliances or works placed in upon or under such highway by the Company, the Company shall remove and relocate such appliances or works and the cost of labour employed in the work shall be apportioned equally *JaB.* between the County and the Company but such costs shall not include the replacement or renewal of the appliances or works nor the cost of any materials or supplies nor any other expense or loss occasioned to the Company.

8. The County 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.

9. Wherever the word "highway" is used in this agreement it shall mean common and public highways and shall include any street or bridge forming part of a highway or over and across which a highway passes 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.

10. For the purpose of this agreement and of any matters arising out of the same except the renewal hereof the County shall act by the Toronto and Yorks Road Commission.

11. This Agreement shall be for a term of twenty
years from and after the execution hereof provided that while *1820*
and so long as the Company is distributing gas within the
municipalities which comprise the County of York, if the
Company at any time prior to expiration of the said twenty
years or prior to the expiration of any renewal hereof notifies
the County in writing that it desires a renewal hereof for a
further period the County shall renew this Agreement from
time to time for further periods not exceeding 20 years at any
one time.

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

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

THE CONSUMERS' GAS COMPANY OF TORONTO

W. H. G. G.

VICE-PRESIDENT & GENERAL MANAGER
W. H. G. G.

DIRECTOR

THE CORPORATION OF THE COUNTY OF YORK

W. H. G. G.

W. H. G. G.
