

## **APPENDIX A - Letter of Support**



1771 Norfolk County Rd 23  
Langton, ON N0E 1G0

August 7, 2024

Susannah K. Robinson, ICD.D  
Vice President Ontario  
EPCOR Utilities Inc.  
55 University Ave, Suite 710  
Toronto, ON M5J 2H7

SENT VIA EMAIL: [srobinson@epcor.com](mailto:srobinson@epcor.com)

Dear Ms. Robinson:

This letter outlines EZ Grow's support to construct a pipeline to provide additional gas volumes to our facilities. EZ Grow is in need of the additional gas volumes to our facilities to continue operations and meet our \$42 million dollar facilities' needs to ensure our crop is grown and delivered without delays. Getting to the required m3/hour is essential for our business viability and continued prosperity for the glasshouse greenhouse strawberry market across the country.

We understand that the proposed pipeline is located within Enbridge Gas Inc.'s service territory. The pipeline option offers the simplest, practical and most efficient solution for delivering the gas to our facility here.

EZ Grow is supportive of the initiative by EPCOR to construct a new pipeline in order to supply natural gas service to the EZ Grow facility and asks that the Ontario Energy Board consider granting the necessary approvals and permissions to allow EPCOR to provide this service.

Extending natural gas services to our facility is a high priority for EZ Grow.

Please keep us informed as this Application moves forward.

Sincerely,

Dusty Zamecnik  
EZ Grow Farms Ltd.  
General Manager

**APPENDIX B – ENGLP’s Franchise Agreement,  
Municipality of Norfolk**

**NATURAL RESOURCE GAS LIMITED**

**Renewal of Franchise**

**Municipality of Norfolk County**

EB-2012-0476

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**Natural Resources Gas Limited**

**Renewal of Franchise  
Norfolk County**

**EB-2014-0207**  
(Previously EB-2012-0476)

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# Tab 1

December 21, 2012

**Filed on RESS  
Sent By Courier**

Ms. Kirsten Walli  
Board Secretary  
Ontario Energy Board  
Suite 2700  
2300 Yonge Street  
Toronto ON M4P 1E4

**NORTON ROSE**

Barristers & Solicitors / Patent & Trade-mark Agents

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Royal Bank Plaza, South Tower, Suite 3800  
200 Bay Street, P.O. Box 84  
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On January 1, 2012, Macleod Dixon joined  
Norton Rose OR to create Norton Rose Canada.

Your reference

Direct line  
416.216.2311

Our reference  
01012724-0004

Email  
richard.king@nortonrose.com

Dear Ms. Walli:

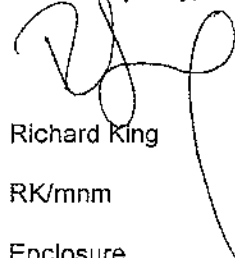
### **Renewal of Franchise – Natural Resource Gas Limited & Norfolk County**

We are counsel to Natural Resource Gas Limited ("NRG"). Please find enclosed an application in respect of NRG's franchise arrangement with Norfolk County ("Norfolk").

We would request that the Board grant the relief requested in section 4(b) of the Application (interim extension of the existing franchise arrangement) prior to fully processing the application. This will allow NRG and Norfolk an opportunity to negotiate a mutually agreeable franchise arrangement. If agreement cannot be reached, we will notify the Board and ask that the Board proceed to process the application.

Should you have any questions please contact me.

Yours very truly,



Richard King

RK/mnm

Enclosure

Cop(y/ies) to: Laurie O'Meara and Robert Cowan (NRG)  
Mayor Travale and Manager Keith Robicheau (Norfolk)  
John Beauchamp (Norton Rose)

DOCSTOR: 25630971

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**ONTARIO ENERGY BOARD**

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

**AND IN THE MATTER OF** the renewal of a franchise agreement  
between Natural Resource Gas Limited and Norfolk County.

**APPLICATION**

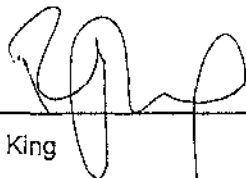
1. The Applicant, Natural Resource Gas Limited ("NRG"), is an Ontario corporation, and carries on the business of, among other things, owning and operating natural gas distribution facilities in Norfolk County (the "County").
2. NRG and the former Township of Norfolk have an existing franchise agreement dated December 14, 1982 (the "Existing Franchise Agreement"), which grants NRG the right to construct and operate works for the distribution of gas in the County's municipal boundaries and to supply gas to the County's residents. Pursuant to section 11 of the Existing Franchise Agreement, NRG's franchise rights expired on December 6, 2012.
3. On November 14, 2012, NRG approached the County to negotiate the renewal of the Existing Franchise Agreement using a 20-year franchise agreement based on the Model Franchise Agreement established by the Board (the "NRG Preferred Agreement").
4. NRG hereby applies to the Board for an Order or Orders made pursuant to Section 10 of the *Municipal Franchises Act (Ontario)* ("MFA"):
  - (a) renewing the term of the right to operate works for the distribution of gas for a period of 20 years, upon such terms and conditions as set out in the NRG Preferred Agreement, which is based upon the Model Franchise Agreement developed by the Board (section 10(2) MFA), and which is attached hereto as Exhibit "A";

- (b) interim relief under subsection 10(4) of the MFA continuing the right to operate works for the distribution of gas in accordance with the Existing Franchise Agreement until the earlier of: (i) an Order being made under section 10(2) of the MFA in respect of this application; or (ii) an agreement being reached between the County and NRG on a new franchise arrangement; and,
  - (c) such further and other relief as the Board may deem necessary or appropriate.
5. This Application affects the inhabitants of the County, and natural gas distribution customers of NRG outside the County, who are too numerous to list.
  6. In the event that this Application proceeds to a full hearing (i.e., the matter is not resolved via a negotiated agreement between NRG and the County), NRG will file updated evidence in support of this Application.

All of which is respectfully submitted this 21<sup>st</sup> day of December, 2012.

**NATURAL RESOURCE GAS LIMITED**

By its Counsel,

  
\_\_\_\_\_  
Richard King

  
\_\_\_\_\_  
John Beauchamp

Norton Rose Canada LLP  
Royal Bank Plaza, South Tower  
200 Bay Street, Suite 3800  
Toronto, ON M5J 2Z4

Tel: 416-216-2311/1927  
Fax: 416-216-3930  
Email: richard.king@nortonrose.com  
john.beauchamp@nortonrose.com

TO: Mayor Dennis Travale  
County Manager Keith Robicheau  
The Corporation of Norfolk County  
50 Colborne Street South  
Simcoe, ON  
N3Y 4H3

# Exhibit "A"

## FRANCHISE AGREEMENT

THIS AGREEMENT effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**BETWEEN:**

**CORPORATION OF NORFOLK COUNTY**  
hereinafter called the "**Corporation**"

-and -

**NATURAL RESOURCE GAS 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:

### ARTICLE 1 – DEFINITIONS

1.1 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 3.1 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.

## ARTICLE 2 – RIGHTS GRANTED

### 2.1 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.

### 2.2 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.

2.3 Duration of Agreement and Renewal Procedures.

- (a) 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 7<sup>th</sup> anniversary and on the 14<sup>th</sup> 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.
- (b) 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*.

**ARTICLE 3 – CONDITIONS**

3.1 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.

### 3.2 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.

### 3.3 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.

3.4 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 the Corporation's reasonably incurred costs, as certified by the Engineer/Road Superintendent.

3.5 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.

3.6 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 3.5. 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.

3.7 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 3.8 of this Agreement.

3.8 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.

#### ARTICLE 4 – PROCEDURAL AND OTHER MATTERS

##### 4.1 Municipal By-laws of General Application

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

##### 4.2 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.

##### 4.3 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 3.1 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 3.8 applies to the cost of relocation.

##### 4.4 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.

#### 4.5 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.

#### 4.6 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 NORFOLK  
COUNTRY**

By: \_\_\_\_\_

By: \_\_\_\_\_

**NATURAL RESOURCE GAS LIMITED**

By: \_\_\_\_\_  
J. Robert Cowan, Co-Chair

# Tab 2

Ontario Energy  
Board  
P.O. Box 2319  
27th Floor  
2300 Yonge Street  
Toronto ON M4P 1E4  
Telephone: 416-481-1967  
Facsimile: 416-440-7656  
Toll free: 1-888-632-6273

Commission de l'énergie  
de l'Ontario  
C.P. 2319  
27e étage  
2300, rue Yonge  
Toronto ON M4P 1E4  
Téléphone: 416-481-1967  
Télécopieur: 416-440-7656  
Numéro sans frais: 1-888-632-6273



**BY EMAIL**

January 2, 2013

Mr. Richard King  
Norton Rose Canada LLP  
Royal Bank Plaza, South Tower  
200 Bay Street, Suite 3800  
Toronto ON M5J 2Z4

Dear Mr. King:

**Re: Application for a Franchise Agreement  
With Norfolk County  
Board File Number: EB-2012-0476**

This will acknowledge receipt on December 21, 2012 of your application for an interim extension of the existing Franchise Agreement with Norfolk County. The Board has assigned file number EB-2012-0476 to this application. Please refer to this file number for all future correspondence to the Board regarding this matter.

Please direct any questions relating to this application to Josh Wasylyk, Advisor, Natural Gas Applications at 416-440-7723 or e-mail, [josh.wasylyk@ontarioenergyboard.ca](mailto:josh.wasylyk@ontarioenergyboard.ca).

Yours truly,

*Original signed by*

John Pickernell  
Assistant Board Secretary

# Tab 3



# Tab A



EB-2012-0476

**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 Natural Resources Gas Limited for an order approving the terms and conditions upon which, and the period for which, the Corporation of Norfolk County is, by by-law, to grant to Natural Resources Gas Limited 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 Norfolk County.

**By delegation, before:** Neil McKay

### INTERIM ORDER

Natural Resources Gas Limited ("NRG") and the Corporation of Norfolk County (the "Corporation") are party to a municipal franchise agreement whereby NRG has the right to construct and operate works for the distribution of gas, and to extend or add to the works, in and through Norfolk County for a period of 20 years (the "Right"), which expired on December 6, 2012.

NRG filed an application with the Ontario Energy Board on December 21, 2012, under section 10 of the *Municipal Franchises Act* (the "Act") for an order of the Board renewing the term of the Right for a period of 20 years. NRG seeks the renewal of the existing franchise agreement using a 20-year franchise agreement based on the Model Franchise Agreement established by the Board. NRG also requests an order of the Board, under subsection 10(4) of the Act, for a continuation of the Right in accordance with the existing municipal franchise agreement until the earlier of: (i) an order being made under section 10(2) of the Act in respect of this application; or (ii) an agreement being reached between NRG and the Corporation on a new municipal franchise agreement.

The Board has assigned file number EB-2012-0476 to the application.

Pursuant to section 10(4) of the Act, the Board will grant NRG an interim order continuing its Right to operate in Norfolk County in accordance with the existing municipal gas franchise agreement between NRG and the Corporation, until such time that the Board makes a final determination on the franchise renewal application.

**IT IS ORDERED THAT:**

1. The Municipal Gas Franchise Agreement between Natural Resources Gas Limited and the Corporation of Norfolk County dated December 14, 1982 is extended until such time that the Board makes a final determination on the municipal franchise renewal application No. EB-2012-0476.

**DATED** at Toronto, January 11, 2013

**ONTARIO ENERGY BOARD**

*Original signed by*

Neil McKay  
Manager, Natural Gas Applications

# Tab B



EB-2014-0207

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

**AND IN THE MATTER OF** an application by Natural Resource Gas Limited for an order renewing the terms and conditions upon which, and the period for which, the Norfolk County is, by by-law, to grant to Natural Resource Gas Limited 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 Norfolk County; and

**AND IN THE MATTER OF** an Application by Natural Resource Gas Limited for an Order under section 10(5) of the Act renewing the term of the right in such a manner that is deemed to be a valid by-law of Norfolk County assented to by the municipal electors.

**By delegation, before:** Pascale Duguay

**DECISION AND ORDER**

September 18, 2014

**Background**

On May 30, 2014, Natural Resource Gas Limited ("NRG") applied to the Board requesting an order under the Act renewing the terms and conditions, and the period for which, the Corporation of Norfolk County (the "Corporation") is to grant NRG 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 Norfolk County. The application is also for an order pursuant to section 10(5) of the Act deeming such an order to be a valid by-law of the Corporation assented to by the municipal electors.

Norfolk County was formed in 2001, pursuant to an amalgamation between the Township of Norfolk, the Township of Delhi, the Town of Simcoe, and the western half of the City of Nanticoke (formerly the Township of Norfolk).

NRG currently holds a Certificate of Public Convenience and Necessity ("certificate") for the area covering the former Township of Norfolk (E.B.C. 111 and 119, issued May 5, 1982).

The franchise agreement between NRG and the Corporation was set to expire on December 6, 2012. On January 11, 2013, the Board granted NRG an interim order continuing its right to operate in Norfolk County in accordance to the existing municipal gas franchise agreement between NRG and the Corporation, until such time that the Board makes a final determination on the franchise renewal application (EB-2012-0476). This final determination would either be (i) an order made under section 10(2) of the Act in respect of the application or; (ii) an agreement reached between NRG and the Corporation on a new municipal franchise agreement.

### **The Application**

NRG seeks a Board order renewing NRG's proposed municipal franchise agreement with the Corporation. The application was made under section 10(2) of the Act since, as of the date that the application was filed, there was no agreement between NRG and the Corporation on a new municipal franchise agreement.

On June 25, 2014, Norfolk County filed a letter to the Board stating that the Council has no objections and consents to an order under section 10(2) of the Act renewing the terms and conditions, and the period for which, Norfolk County is to grant NRG 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 an order pursuant to section 10(5) of the Act deeming such an order to be a valid by-law of the County assented to by municipal electors.

The Board issued its Notice of Application (the "Notice") in this proceeding on June 11, 2014.

In response to the Notice, Union Gas Limited ("Union") filed a letter of comment with the Board on June 30, 2014 in order to ensure that the record in this proceeding was clear

and complete. Union stated that it also has a franchise agreement in place with the Corporation (which expires on February 14, 2026, per EB-2005-0506) and that Union also has a certificate (F.B.C. 259), granting Union the right to construct works to supply natural gas within all areas of Norfolk County excluding those areas covered by the certificate currently held by NRG. Union also submitted that if NRG's proposed franchise agreement is approved, revised certificates should be issued to both NRG and Union for Norfolk County to avoid any confusion going forward. Union further submitted that these certificates should make specific references to the areas within Norfolk County served by NRG. Union included in its letter of comment, draft revised certificates for both Union and NRG and a service area map of Norfolk County for the Board's consideration.

On July 3, 2014, NRG filed a response to Union's letter of comment. NRG noted that in its other franchise renewal applications involving municipalities where both NRG and Union have franchise rights, Union filed comment letters advising the Board that Union also possesses franchise rights and requested that the Board note this in its decision. NRG submitted that it does not take any issue with that. NRG submitted, however, that there is no need at this time to issue revised certificates. NRG noted that it did not request a revised certificate and, in its view, a request to significantly alter the scope of an application before the Board cannot and should not be made by a non-party. NRG also submitted that the draft certificates proposed by Union purport to grant Union a certificate over all of Norfolk County with the exceptions of specific "carve outs" in favour of NRG. NRG also noted that a similar scenario occurred in Union's application for a franchise renewal and revised certificate in Board proceeding EB-2007-0809 / EB-2007-0810.

### **Board Findings**

The Board finds that it is in the public interest to grant the application.

NRG filed a complete application and provided notice to the public in a manner satisfactory to the Board. The proposed franchise agreement is also in the form of the 2000 Model Franchise Agreement. No party intervened to object to the application.

Union filed a letter of comment with the Board not to oppose the application but, rather, to assist the Board in delineating the service territories of each of NRG and Union within Norfolk County. Union proposed that the Board issue revised certificates to each of

NRG and Union for Norfolk County for which Union drafted revised certificates for NRG and Union. The Board appreciates Union's comments in this proceeding, but will not issue revised certificates at this time. The Board agrees with NRG that its existing certificate remains valid and that this issue is beyond the scope of NRG's application. The Board is also of the view that the proposed revised certificates raise an issue with respect to previously uncertified areas which would require due process to address.

The Board directs NRG and the Corporation to cancel their existing franchise agreement with each other and replace it with the franchise agreement approved by, and effective as of the date of issuance of, this Decision and Order.

**IT IS ORDERED THAT:**

1. The terms and conditions upon which, and the period for which, the Corporation of Norfolk County is, by by-law, to grant Natural Resource Gas Limited 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 Norfolk County, as set out in the franchise agreement attached as Appendix A, are approved.

**DATED** at Toronto, September 18, 2014

**ONTARIO ENERGY BOARD**

*Original signed by*

Pascale Duguay  
Manager, Natural Gas Applications



**APPENDIX A**

**TO THE BOARD'S DECISION AND ORDER IN**

**EB-2014-0207**

**DATED: September 18, 2014**

**Franchise Agreement**

**FRANCHISE AGREEMENT**

**THIS AGREEMENT** effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**BETWEEN:**

**CORPORATION OF NORFOLK COUNTY**  
hereinafter called the "**Corporation**"

- and -

**NATURAL RESOURCE GAS 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:

**ARTICLE 1 – DEFINITIONS**

1.1 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 3.1 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.

## ARTICLE 2 - RIGHTS GRANTED

### 2.1 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.

### 2.2 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.

### 2.3 Duration of Agreement and Renewal Procedures.

- (a) 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 7<sup>th</sup>

anniversary and on the 14<sup>th</sup> 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.

- (b) 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*.

### ARTICLE 3 – CONDITIONS

#### 3.1 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.

### 3.2 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.

### 3.3 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.

3.4 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 the Corporation's reasonably incurred costs, as certified by the Engineer/Road Superintendent.

3.5 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.

3.6 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 3.5. 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.

3.7 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 3.8 of this Agreement.

3.8 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.

#### **ARTICLE 4 – PROCEDURAL AND OTHER MATTERS**

##### **4.1 Municipal By-laws of General Application**

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

##### **4.2 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.

##### **4.3 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 3.1 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 3.8 applies to the cost of relocation.

##### **4.4 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.

#### 4.5 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.

#### 4.6 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 NORFOLK  
COUNTY**

By: \_\_\_\_\_

By: \_\_\_\_\_

**NATURAL RESOURCE GAS  
LIMITED**

By: \_\_\_\_\_

# Tab 4

Osler, Hoskin & Harcourt LLP  
Box 50, 1 First Canadian Place  
Toronto, Ontario, Canada M5X 1B8  
416.362.2111 MAIN  
416.862.6666 FACSIMILE

OSLER

Toronto  
Montréal  
Ottawa  
Calgary  
New York

February 19, 2014

Patrick G. Welsh  
Direct Dial: 416.862.5951  
PWelsh@osler.com  
Our Matter Number: 1144688

**Sent By Electronic Mail and Regular Mail**

Norfolk County  
50 Colborne St. South  
Simcoe, ON N3Y 4H3

Attention: Scott Zerbes, Senior Municipal Technologist, Engineering Division

Dear Mr. Zerbes:

**Natural Resource Gas Franchise Renewal with Norfolk County**

We act as regulatory counsel to Natural Resource Gas Limited (NRG) and are assisting NRG with its renewal of a franchise agreement to distribute, store and transmit natural gas in Norfolk County. It is our understanding that you have been communicating with Dr. Phil Walsh, who has also been assisting NRG in this matter.

On December 12, 2013, Dr. Walsh sent a follow-up e-mail asking for an update on the status of the renewals of Norfolk County's franchise agreement.

As you may be aware, NRG began the process of renewing its franchise agreement with Norfolk County in December of 2012, and Dr. Walsh has been following up with Norfolk County on a regular basis. At this juncture, NRG requires confirmation that Norfolk County intends to move forward with this process within a reasonable timeframe.

Please advise when Norfolk County intends to submit the by-law approving Norfolk County's franchise agreement with NRG for first and second reading. Given that Norfolk County has had ample time to consider this matter, it is NRG's expectation that Norfolk County will submit its by-law for first and second reading by the end of April 2014.

We would appreciate a response by **March 6, 2014**, including a confirmation that a by-law will be finalized and submitted to Norfolk County's council for first and second reading by April 30, 2014.

Please note that the franchise agreement is a standard form agreement developed and approved by the Ontario Energy Board (OEB). They are normally entered into voluntarily by a gas utility and a municipality. However, it is open to a utility to refer the agreement to the OEB for approval where, for whatever reason, a franchise agreement cannot be concluded between a utility and a municipality. This authority is granted to the OEB under the *Municipal Franchises Act*.

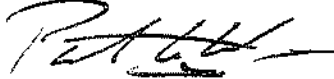
# OSLER

Page 2

If we do not hear from Norfolk County by **March 6, 2014**, NRG will refer the franchise agreement to the OEB for approval.

Please do not hesitate to contact me if you have any questions.

Yours very truly,



Patrick G. Welsh  
Associate  
PW:

c: Richard King, *Osler*  
Laurie O'Meara, *NRG*

# Tab B

Ontario Energy  
Board  
P.O. Box 2319  
27th Floor  
2300 Yonge Street  
Toronto ON M4P 1E4  
Telephone: 416-481-1967  
Facsimile: 416-440-7656  
Toll free: 1-888-632-6273

Commission de l'énergie  
de l'Ontario  
C.P. 2319  
27e étage  
2300, rue Yonge  
Toronto ON M4P 1E4  
Téléphone: 416-481-1967  
Télécopieur: 416-440-7656  
Numéro sans frais: 1-888-632-6273



**BY EMAIL**

September 18, 2014

Patrick Welsh  
Associate  
Osler, Hoskin & Harcourt LLP  
Box 50, 1 First Canadian Place  
Toronto ON M5X 1B8

**LETTER OF DIRECTION**

Dear Mr. Welsh:

**Re: Natural Resource Gas Limited  
Application for Franchise Renewal Agreement with the Corporation of  
Norfolk County  
Board File Number: EB-2014-0207**

The Board has now issued its Decision and Order in this matter and an executed copy is enclosed.

You are directed:

1. To serve immediately a copy of the Decision and Order on the County Manager of the Corporation of Norfolk County by courier or by registered mail;
2. To file with the Board, affidavit evidence demonstrating the above service immediately upon completion, with the Decision and Order and courier waybill information or original Post Office Registration Receipt(s) (where applicable) attached as appendices; and
3. To file with the Board a duly certified copy of the by-law after third reading and an executed copy of the franchise agreement, as soon as these are available.

Yours truly,

*Original Signed By*

Kirsten Walli  
Board Secretary

# Tab C



Osler, Hoskin & Harcourt LLP  
Box 50, 1 First Canadian Place  
Toronto, Ontario, Canada M5X 1E8  
416.362.2111 MAIN  
416.862.6666 FACSIMILE

OSLER

Toronto

September 22, 2014

Patrick G. Welsh  
Direct Dial: 416.862.5951  
PWelsh@osler.com  
Our Matter Number: 1144688

Montréal

Calgary

**Sent By Courier**

Ottawa

Keith Robicheau  
County Manager - Norfolk County  
50 Colborne St. South  
Simcoe, ON N3Y 4H3

New York

Dear Mr. Robicheau:

**Municipal Franchise Renewal Agreement between Natural Resource Gas Limited (NRG) and the Corporation of Norfolk County (Norfolk)  
Ontario Energy Board File Number: EB-2014-0207**

As you may recall, NRG submitted an application to the Ontario Energy Board (the Board) for an order approving the terms and conditions of the proposed franchise agreement between NRG and Norfolk (the Agreement) on May 30, 2014. I am pleased to report that the Board has approved the terms of the Agreement in its Decision and Order dated September 18, 2014, a copy of which is enclosed with this letter.

In order to finalize this process, NRG requires Norfolk's assistance (in this order) to:

1. Pass a by-law authorizing the appropriate delegates of Norfolk to enter into and execute a Franchise Agreement with NRG (the By-Law). I have included examples of such by-laws recently passed by other municipalities (Bayham; Thames Centre) which may be of assistance to you;
2. Sign and execute four (4) copies of the Agreement (please note that the Agreement's effective date is, per the Board's Decision and Order, September 18, 2014); and,
3. Send the signed and executed copies of the Agreement, along with a certified copy of the passed By-Law, to NRG for final submission to the Board. NRG will return one fully executed copy of the Agreement to Norfolk.

# OSLER

Page 2

Please send the executed documents back to Osler, to my attention. Please do not hesitate to contact me if you have any questions about this process.

Yours very truly,



Patrick G. Welsh  
Associate  
PW:ls

Enclosures (7)

c: Richard King, *Osler, Hoskin & Harcourt LLP*  
Laurie O'Meara, *NRG*

# Tab D



Norfolk County  
County Manager's Office  
Governor Simcoe Square  
50 Colborne St., S.  
Simcoe, Ontario N3Y 4H3  
519-426-5870 ext. 1225  
Fax: 519-426-7633  
norfolkcounty.ca

October 17, 2014

Mr. Patrick G. Welsh  
Osler, Hoskin & Harcourt  
Box 50, 1 First Canadian Place  
Toronto, ON M5X 1B8

Dear Mr. Welsh:

**Re: Municipal Franchise Renewal Agreement between Natural Resource Gas Limited (NRG) and the Corporation of Norfolk County (Norfolk) - Ontario Energy Board File Number: EB-2014-0207**

As requested in your letter dated September 22, 2014, enclosed please find:

- Certified copy of Norfolk County Council By-law
- Signed and executed four copies of the Agreement,

If you require anything else, please let me know.

Yours truly,

A handwritten signature in black ink, appearing to read "Colleen Coens".

Colleen Coens  
Sr. Administrative Coordinator

cac

# Tab E

Osler, Hoskin & Harcourt LLP  
Box 50, 1 First Canadian Place  
Toronto, Ontario, Canada M5X 1B8  
416.362.2111 MAIN  
416.862.6666 FACSIMILE

OSLER

Toronto

November 10, 2014

Patrick G. Welsh  
Direct Dial: 416.862.5951  
PWelsh@osler.com  
Our Matter Number: 1144688

Montréal

Calgary

Ottawa

New York

**Sent By Courier**

Keith Robicheau  
County Manager - Norfolk County  
50 Colborne St. South  
Simcoe, ON N3Y 4H3

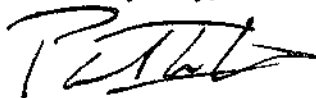
Dear Mr. Robicheau:

**Franchise Agreement Renewal - Natural Resource Gas Limited ("NRG") and the Corporation of Norfolk County ("Norfolk")**

Please find enclosed an executed Franchise Agreement between Norfolk and NRG for your files. An executed Franchise Agreement and the Certified Copy of By-Law No. 2014-123 have been filed with the Ontario Energy Board. This concludes the Franchise Agreement renewal process.

Thank you very much for your prompt attention to this matter. It has been a pleasure to work with you throughout this process.

Yours very truly,



Patrick G. Welsh  
Associate  
PW:ls

Enclosure

c: Laurie O'Meara, *Natural Resource Gas Limited*  
Richard King, *Osler, Hoskin & Harcourt LLP*

# Tab 5

# Tab A





Norfolk County  
County Manager's Office  
Governor Simcoe Square  
50 Colborne St., S.  
Simcoe, Ontario N3Y 4H3  
519-426-5870 ext. 1225  
Fax: 519-426-7633  
norfolkcounty.ca

October 17, 2014

Mr. Patrick G. Welsh  
Osler, Hoskin & Harcourt  
Box 50, 1 First Canadian Place  
Toronto, ON M5X 1B8

Dear Mr. Welsh:

**Re: Municipal Franchise Renewal Agreement between Natural Resource Gas Limited (NRG) and the Corporation of Norfolk County (Norfolk) - Ontario Energy Board File Number: EB-2014-0207**

As requested in your letter dated September 22, 2014, enclosed please find:

- Certified copy of Norfolk County Council By-law
- Signed and executed four copies of the Agreement,

If you require anything else, please let me know.

Yours truly,

A handwritten signature in black ink, appearing to read "Colleen Cobens".

Colleen Cobens  
Sr. Administrative Coordinator

cac



**The Corporation of Norfolk County**  
**By-Law 2014-123**

**Being a By-Law to Authorize a Franchise Agreement between The Corporation of Norfolk County and Natural Resource Gas Limited.**

**WHEREAS** the Council of The Corporation of Norfolk County deems it expedient to enter into the attached Franchise Agreement (the "Franchise Agreement") with Natural Resource Gas Limited;

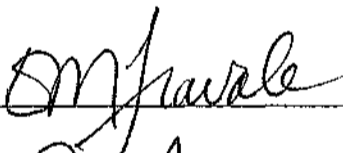
**AND WHEREAS** the Ontario Energy Board by its Order issued pursuant to the Municipal Franchises Act on the 18<sup>th</sup> day of September, 2014 has approved the terms and conditions upon which and the period for which the franchise provided in the Franchise Agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of this By-Law is not necessary.

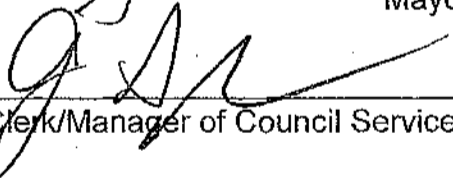
**NOW THEREFORE** the Council of The Corporation of Norfolk County hereby enacts as follows:

1. That the Franchise Agreement between The Corporation of Norfolk County and Natural Resource Gas Limited attached hereto and forming part of this By-Law, is hereby authorized and the franchise provided for therein is hereby granted.
2. That the Mayor and Clerk be and are hereby authorized and instructed on behalf of The Corporation of Norfolk County 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 effective date of this By-Law shall be the date of final passage thereof.

Read a first and second time this 14th day of October, 2014.

Read a third time and finally passed this 14th day of October, 2014.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk/Manager of Council Services

CERTIFICATION

I, Andrew Grozelle, Clerk of The Corporation of Norfolk County, hereby certify that this is a true copy of By-Law 2014-123 passed by the Council of The Corporation of Norfolk County at its regular meeting held on the 14th day of October, 2014.

DATED at Norfolk County,  
this 15th day of October, 2014.

  
\_\_\_\_\_  
Andrew Grozelle  
Clerk/Manager of Council Services

## FRANCHISE AGREEMENT

THIS AGREEMENT effective this 18th day of September, 2014.

BETWEEN:

CORPORATION OF NORFOLK COUNTY  
hereinafter called the "Corporation"

- and -

NATURAL RESOURCE GAS 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:

### ARTICLE 1 – DEFINITIONS

1.1 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 3.1 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.

## ARTICLE 2 - RIGHTS GRANTED

### 2.1 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.

### 2.2 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.

### 2.3 Duration of Agreement and Renewal Procedures.

- (a) 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 7<sup>th</sup>

anniversary and on the 14<sup>th</sup> 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.

- (b) 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*.

### ARTICLE 3 – CONDITIONS

#### 3.1 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.

### 3.2 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.

### 3.3 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.

### 3.4 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 the Corporation's reasonably incurred costs, as certified by the Engineer/Road Superintendent.

### 3.5 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.

### 3.6 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 3.5. 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.

### 3.7 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 3.8 of this Agreement.

### 3.8 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.

#### **ARTICLE 4 – PROCEDURAL AND OTHER MATTERS**

##### **4.1 Municipal By-laws of General Application**

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

##### **4.2 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.

##### **4.3 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 3.1 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 3.8 applies to the cost of relocation.

##### **4.4 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.

#### 4.5 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.

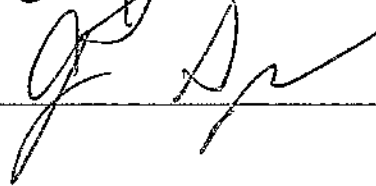
#### 4.6 Agreement Binding Parties

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

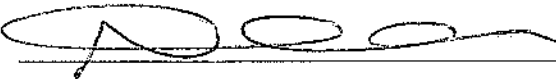
**IN WITNESS WHEREOF** the parties have executed this Agreement effective from the date written above.

**THE CORPORATION OF NORFOLK  
COUNTY**

By: 

By: 

**NATURAL RESOURCE GAS  
LIMITED**

By: 

## **APPENDIX C – 2019 CPCN**



**Ontario Energy Board  
Commission de l'énergie de l'Ontario**

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**DECISION AND ORDER**

**EB-2017-0108**

**ENBRIDGE GAS INC.**

**EPCOR NATURAL GAS LIMITED  
PARTNERSHIP**

**Application for certificates of public convenience and necessity  
for Norfolk County, the County of Elgin, and the County of  
Middlesex**

**By Delegation, before: Pascale Duguay**

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**October 17, 2019 (Revised November 4, 2019)**

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## **1 INTRODUCTION AND SUMMARY**

This Decision and Order grants each of Enbridge Gas Inc. (Enbridge Gas) and EPCOR Natural Gas Limited Partnership (ENGLP) new certificates of public convenience and necessity for limited areas within Norfolk County, the Municipality of Bayham, the Municipality of Central Elgin, the Township of Malahide in the County of Elgin, and the Municipality of Thames Centre in the County of Middlesex (the Municipalities). The new certificates supersede and cancel each of Enbridge Gas' and ENGLP's existing certificates pertaining to the Municipalities.

## 2 THE PROCESS

On October 11, 2018, the OEB issued a Decision and Order in this proceeding (the October 2018 Decision) indicating that it would, under the authority of the *Municipal Franchises Act*, amend each of Enbridge Gas' and ENGLP's certificates in Norfolk County, the County of Elgin and the County of Middlesex (the Counties) such that the service territories of the two utilities will be exclusive of each other. The OEB ordered both utilities to file draft orders for certificates for Norfolk County, as well as for each of the lower-tier municipalities in the County of Elgin and the County of Middlesex where both utilities had infrastructure. The draft orders were to include the metes and bounds information of each utility's infrastructure, described in lots and concessions, and customer density maps with boundaries delineating these areas.

To assist it in determining the boundaries of the certificates to be issued, the OEB issued a number of procedural orders, and provided for an un-transcribed technical conference on August 19, 2019. The technical conference was attended by Enbridge Gas, ENGLP, OEB staff, and the OEB's surveyor (the Parties).

Pursuant to Procedural Order No. 12 (issued on August 30, 2019), the Parties filed a joint submission with the OEB on September 30, 2019, setting out the Parties' proposed certificate descriptions for each of Norfolk County, the Municipality of Bayham, the Municipality of Central Elgin and the Municipality of Thames Centre, and the associated maps.



### 3 THE JOINT PROPOSAL

The Parties filed the joint proposal with the OEB on September 30, 2019.

Therein, the Parties noted that the proposed certificates allocate the areas in such a way that results in all areas in Norfolk County being covered by the proposed certificates.

The proposed ENGLP certificate for the Municipality of Thames Centre includes the areas on Dorchester Road and Cromarty Drive that have been granted to ENGLP in previous Decision and Orders for this proceeding.

The proposed Enbridge Gas certificates for the Municipality of Central Elgin and the Municipality of Thames Centre also includes areas that have been granted to Enbridge Gas in a recent proceeding.<sup>1</sup>

The proposed certificates for the Township of Malahide grant the entirety of the municipality to ENGLP, except for Lot 24 in Concession 11 South Division, which is granted to Enbridge Gas.

Finally, all the proposed certificates for ENGLP also include, for clarity, descriptions of ENGLP's traversing pipelines within Enbridge Gas' franchise areas in the Counties.

The Parties submitted that the joint proposal, if accepted by the OEB, would serve to reduce the OEB's administrative burden, shorten the utilities' timelines for connecting customers within these municipalities, and result in the optimal solution for existing and future natural gas customers within these municipalities.

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<sup>1</sup> EB-2019-0195

## 4 FINDINGS

The OEB grants Enbridge Gas and ENGLP new certificates of public convenience and necessity for limited areas within each of the Municipalities. The new certificates supersede and cancel each of Enbridge Gas' and ENGLP's certificates pertaining to the Municipalities.

The new certificates are being issued by the OEB under the authority of the *Municipal Franchises Act*, and take into account the OEB's prior decisions and orders in this proceeding and other related prior proceedings.<sup>2</sup>

The new certificates are also being issued pursuant to a submission received and accepted by the OEB that was jointly filed by Enbridge Gas, ENGLP and OEB staff. Through the submission, filed on September 30, 2019, the parties proposed that the OEB grant new certificates for the Municipalities specific to the metes and bounds agreed to by each of the parties.

Granting new certificates to each of Enbridge Gas and ENGLP for the Municipalities is in the public interest. The utilities' service territories in Norfolk County, the County of Elgin and the County of Middlesex are now exclusive of each other, and there is no longer is any overlap. The outcome of the joint proposal from the utilities and OEB staff is reasonable and serves the public interest by allowing for timely customer connections and increased administrative efficiency, while staying true to the intent of the OEB's October 2018 Decision and Order in this proceeding in resolving overlapping certificate rights within the Municipalities. Finally, the new certificates are limited to specific service areas within the Municipalities, and they do not preclude competition for service in the Municipalities in areas where there is no existing infrastructure.

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<sup>2</sup> With respect to the EB-2017-0108 proceeding, of particular relevance are: (i) the Decision and Order issued on August 15, 2019, wherein the OEB granted ENGLP a certificate of public convenience and necessity to provide natural gas service within the Municipality of Thames Centre, specifically to 4130 Dorchester Road; and (ii) the Decision and Order issued on September 13, 2019, wherein the OEB granted ENGLP a certificate of public convenience and necessity to provide natural gas service within the Municipality of Thames Centre, specifically to 824 and 842 Cromarty Drive. With respect to the parallel EB-2019-0195 proceeding, the OEB issued a Decision and Order on September 26, 2019 granting Enbridge Gas a certificate of public convenience and necessity to provide natural gas service to five specific subdivisions within the Municipality of Thames Centre and the Municipality of Central Elgin.

## 5 ORDER

### IT IS ORDERED THAT:

1. The following certificates of public convenience and necessity, attached as Schedules A1 to A5 of this Decision and Order, are granted to Enbridge Gas Inc.:
  - a. Schedule A1, to construct works or supply gas in Norfolk County. The customer density map for Norfolk County is attached as Schedule C.
  - b. Schedule A2, to construct works or supply gas in the Municipality of Bayham. The customer density map for the Municipality of Bayham is attached as Schedule E.
  - c. Schedule A3, to construct works or supply gas in the Municipality of Central Elgin. The customer density map for the Municipality of Central Elgin is attached as Schedule G.
  - d. Schedule A4, to construct works or supply gas in the Township of Malahide. The customer density map for the Township of Malahide is attached as Schedule I.
  - e. Schedule A5 to this Decision and Order, to construct works or supply gas in the Municipality of Thames Centre. The customer density map for the Municipality of Thames Centre is attached as Schedule K.
2. The certificates of public convenience and necessity attached as Schedules A1 to A5 of this Decision and Order cancel and supersede the following prior Enbridge Gas Inc. certificate authorizations:
  - a. Those parts of F.B.C. 259 related to the County of Elgin, the former County of Norfolk, the former Town of Delhi, the former Town of Port Dover, the former Town of Simcoe, the former Township of Charlotteville, the former Township of Houghton, the former Township of Middleton except for those parts in Oxford County, the former Township of North Dorchester, the former Township of North Walsingham, the former Township of South Walsingham, those former parts of the Township of Southwold within the Municipality of Central Elgin, the former Townships of Townsend and Woodhouse except those parts lying in the Haldimand County, the former Township of Westminster, the former Township of Windham, the former Township of Yarmouth except those parts within the City of St. Thomas, the former Village

of Dorchester, the former Village of Port Rowan, the former Village of Port Stanley, and the former Village of Waterford

- b. E.B.C. 255 (Township of Bayham)
  - c. EB-2007-0810 and EB-2019-0195-B (Municipality of Central Elgin)
  - d. EB-2008-0309 (County of Middlesex)
  - e. EB-2009-0034 and EB-2019-0195-A (Municipality of Thames Centre)
3. The following certificates of public convenience and necessity, attached as Schedules B1 to B5 this Decision and Order, are granted to EPCOR Natural Gas Limited Partnership:
- a. Schedule B1, to construct works or supply gas in Norfolk County. The customer density map for Norfolk County is attached as Schedule D.
  - b. Schedule B2, to construct works or supply gas in the Municipality of Bayham. The customer density map for the Municipality of Bayham is attached as Schedule F.
  - c. Schedule B3, to construct works or supply gas in the Municipality of Central Elgin. The customer density map for the Municipality of Central Elgin is attached as Schedule H.
  - d. Schedule B4, to construct works or supply gas in the Township of Malahide. The customer density map for the Township of Malahide is attached as Schedule J.
  - e. Schedule B5, to construct works or supply gas in the Municipality of Thames Centre. The customer density map for the Municipality of Thames Centre is attached as Schedule L.
4. The certificates of public convenience and necessity attached as Schedules B1 to B5 of this Decision and Order cancel and supersede the following prior EPCOR Natural Gas Limited Partnership certificate authorizations:
- a. Those parts of E.B.C. 111/119 related to the former Township of Bayham, the former Township of Norfolk, the former Township of North Dorchester, the former Township of South Dorchester, the former Township of

Westminster except for those parts in the City of London, the former Village of Belmont, the former Village of Port Burwell, the former Village of Springfield, and the former Village of Vienna

- b. E.B.C. 212 (County of Elgin)
- c. E.B.C. 239 (County of Middlesex)
- d. E.B.C. 242 (Township of Yarmouth)
- e. EB-2017-0108 (for 4130 Dorchester Road, 824 Cromarty Drive and 842 Cromarty Drive in the Municipality of Thames Centre issued on August 15, 2019 and September 13, 2019, respectively)

**DATED** at Toronto October 17, 2019 (Revised November 4, 2019)

**ONTARIO ENERGY BOARD**

*Original Signed By*

Pascale Duguay  
Manager, Natural Gas

**SCHEDULE A1**

**EB-2017-0108**

**DATED: October 17, 2019**

**Certificate of Public Convenience and Necessity for Norfolk County**

**Enbridge Gas Inc.**

## **Certificate of Public Convenience and Necessity**

The Ontario Energy Board hereby grants

### **Enbridge Gas Inc.**

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

### **Norfolk County**

as it is constituted on the date of this Decision and Order, in the following areas:

All of the former Townships of Windham and Charlotteville

All of the former Townships of Woodhouse and Townsend, excluding those parts lying in Haldimand County

All of the former Township of Middleton, excluding those parts lying in Oxford County and excluding the following:

- Concession North Side of Talbot Road East – South quarter of Lots 142 and 143
- Concession South Side of Talbot Road East – All of Lots 142 and 143
- Concession 2 South Side of Talbot Road East – All of Lot 1

All of the former Township of Walsingham, excluding those parts lying in the following:

- The Whole of Marsh Lots 1 to 5 (Inclusive)
- Concession B – All of Lots 1 to 5 (Inclusive)
- Concession A – All of Lots 1 to 5 (Inclusive)
- Concessions 1 to 6 – All of Lots 1 to 5 (Inclusive)
- Concession 7 – All of Lots 1 and 3 (but including 220 and 230 8<sup>th</sup> Concession Road located within the northern half of Lot 3), and the south halves of Lots 2, 4 and 5
- Concession 8 – All of Lot 1
- Concession 11 – All of Lot 1
- Concession 12 – All of Lot 1
- Concession 13 – All of Lot 1
- Concession 14 – All of Lot 1

Former Township of Houghton:

- All of Gore Lot A
- The north half of Gore Lot B

**DATED** at Toronto, October 17, 2019

**ONTARIO ENERGY BOARD**

Pascale Duguay  
Manager, Natural Gas



**SCHEDULE A2**

**EB-2017-0108**

**DATED: October 17, 2019**

**Certificate of Public Convenience and Necessity for the  
Municipality of Bayham**

**Enbridge Gas Inc.**

## **Certificate of Public Convenience and Necessity**

The Ontario Energy Board hereby grants

### **Enbridge Gas Inc.**

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

### **Municipality of Bayham**

as it is constituted on the date of this Decision and Order, in the following areas:

- Concession 8 – The north halves of Lots 16 to 22 (Inclusive), those portions lying in the northerly 500 metres (more or less) of Lots 23 and 24, and all of Lots 25 to 28 (Inclusive)
- Concession 9 – The south halves of Lots 17 and 18, and all of Lots 19 to 28 (Inclusive)
- Concession 10 – All of Lots 20 to 25 (Inclusive)
- Concession 11 – All of Lots 17 to 21 (Inclusive)

**DATED** at Toronto, October 17, 2019

**ONTARIO ENERGY BOARD**

Pascale Duguay  
Manager, Natural Gas

**SCHEDULE A3**

**EB-2017-0108**

**DATED: October 17, 2019**

**Certificate of Public Convenience and Necessity for the  
Municipality of Central Elgin**

**Enbridge Gas Inc.**

## **Certificate of Public Convenience and Necessity**

The Ontario Energy Board hereby grants

### **Enbridge Gas Inc.**

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

### **Municipality of Central Elgin**

as it is constituted on the date of this Decision and Order, in the following areas:

All of the former Village of Port Stanley

Former Township of Yarmouth:

- Concession 1 - All of Lots 1 to 15 (Inclusive)
- Concession 2 - All of Lots 1 to 15 (Inclusive)
- Concession 3 - All of Lots 1 to 25 (Inclusive)
- Concession 4 - All of Lots 1 to 25 (Inclusive)
- Concession 5 - All of Lots 1 to 10 (Inclusive)
- Concession 6 - All of Lots 1 to 4 (Inclusive) and 7 to 17 (Inclusive), and those portions of Lots 5 and 6 lying within the Municipality of Central Elgin
- Concession 7 - All of Lots 11 to 19 (Inclusive), and those portions of Lots 3 to 5 (Inclusive) lying within the Municipality of Central Elgin
- Concession 8 - All of Lots 56 to 71 (Inclusive), and those portions of Lot 55 lying within the Municipality of Central Elgin
- Concession 9 - All of Lots 56 to 71 (Inclusive), and those portions of Lots 46 to 49 (Inclusive) lying within the Municipality of Central Elgin
- Concession Range 1 South of Edgeware Road - All of Lots 1, 2, and 11 to 18 (Inclusive), and those portions of Lots 3 and 9 lying within the Municipality of Central Elgin
- Concession Range 1 North of Edgeware Road - All of Lots 1 to 5 (Inclusive) and 11 to 18 (Inclusive)
- Concession Range 2 North of Edgeware Road - All of Lots 1 to 5 (Inclusive), 10 to 18 (Inclusive), and those portions of Lot 9 lying within the Municipality of Central Elgin
- Concession 10 - All of Lots 1 to 19 (Inclusive)
- Concession 11 - All of Lots 1 to 3 (Inclusive), 18 and 19
- Concession 12 - All of Lots 1 to 3 (Inclusive)
- Concession 13 - All of Lots 2 and 3

Former Township of Southwold:

- Those portions of Gore Lots A and B lying within the Municipality of Central Elgin

**DATED** at Toronto, October 17, 2019

**ONTARIO ENERGY BOARD**

Pascale Duguay  
Manager, Natural Gas

**SCHEDULE A4**

**EB-2017-0108**

**DATED: October 17, 2019**

**Certificate of Public Convenience and Necessity for the  
Township of Malahide**

**Enbridge Gas Inc.**

## **Certificate of Public Convenience and Necessity**

The Ontario Energy Board hereby grants

### **Enbridge Gas Inc.**

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

### **Township of Malahide**

as it is constituted on the date of this Decision and Order, in the following areas:

- Concession 11 South Division – All of Lot 24

**DATED** at Toronto, October 17, 2019

**ONTARIO ENERGY BOARD**

Pascale Duguay  
Manager, Natural Gas

**SCHEDULE A5**

**EB-2017-0108**

**DATED: October 17, 2019**

**Certificate of Public Convenience and Necessity for the  
Municipality of Thames Centre**

**Enbridge Gas Inc.**



## **Certificate of Public Convenience and Necessity**

The Ontario Energy Board hereby grants

### **Enbridge Gas Inc.**

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

### **Municipality of Thames Centre**

as it is constituted on the date of this Decision and Order, in the following areas:

Former Township of London:

- Concession 4 – Those portions of Lot 1 lying within the Municipality of Thames Centre
- Concession 5 – Those portions of Lots 1 and 2 lying within the Municipality of Thames Centre
- Concession 6 – Those portions of Lots 1 and 2 lying within the Municipality of Thames Centre

Former Township of Nissouri:

- Concession 1 – All of Lots 8 to 36 (Inclusive)
- Concession 2 – All of Lots 7 to 36 (Inclusive), and those portions of Lots 1 to 4 (Inclusive) lying within the Municipality of Thames Centre
- Concession 3 – All of Lots 1 to 36 (Inclusive)
- Concession 4 – All of Lots 1 to 36 (Inclusive)
- Concession 5 – All of Lots 1 to 36 (Inclusive)
- Concession 6 – All of Lots 1 to 36 (Inclusive)
- Concession 7 – All of Lots 1 to 36 (Inclusive)

Former Township of Westminster:

- Concession 1 – The west quarter of the south half of Lot 1 and those portions of Lot 2 lying within the Municipality of Thames Centre
- Concession 2 – The west half of Lot 1, 2789 Bradley Avenue in the eastern portion of Lot 1, and those portions of Lot 2 lying within the Municipality of Thames Centre and north of Highway 401

Former Township of Dorchester:

- Concession 1 North Division – All of Lots 4 to 18 (Inclusive)
- Concession 2 North Division – All of Lots 5 to 18 (Inclusive), and those portions of Lots 3 and 4 lying within the Municipality of Thames Centre
- Concession 3 North Division – All of Lots 2 to 18 (Inclusive), and those portions of Lot 1 lying within the Municipality of Thames Centre
- Concession 4 North Division – All of Lots 5 to 18 (Inclusive)
- Concession 5 North Division – All of Lots 12 to 18 (Inclusive)

- Concession A – All of Lots 1 to 6 (Inclusive), 8 to 13 (Inclusive), 15 to 23 (Inclusive)
- Concession B – All of lots A, B, and 1 to 23 (Inclusive) and the south half of Lot 24 excluding the west 61 metre portion
- Concession 1 South Division – All of Lots 2 to 5 (Inclusive), 11 to 19 (Inclusive), and those portions of Lots A, B, 1 and 20 to 24 (Inclusive) lying north of Highway 401
- Concession 2 South Division – All of Lots 2 to 4 (Inclusive) and 11 to 19 (Inclusive) and the south halves of Lots B and 1
- Concession 3 South Division – All of Lots B, 1 to 4 (Inclusive) and 11 to 20 (Inclusive)
- Concession 4 South Division – All of Lots A, B, 1 to 5 (Inclusive), and 11 to 20 (Inclusive)
- Concession 5 South Division – All of Lots A, B, 1 to 5 (Inclusive), and 11 to 20 (Inclusive)
- Concession 6 South Division – The north halves of Lots 2 to 4 (Inclusive) and 11 to 19 (Inclusive)

**DATED** at Toronto, October 17, 2019

**ONTARIO ENERGY BOARD**

Pascale Duguay  
Manager, Natural Gas

**SCHEDULE B1**

**EB-2017-0108**

**DATED: October 17, 2019**

**Certificate of Public Convenience and Necessity for Norfolk County**

**EPCOR Natural Gas Limited Partnership**

## **Certificate of Public Convenience and Necessity**

The Ontario Energy Board hereby grants

### **EPCOR Natural Gas Limited Partnership**

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

### **Norfolk County**

as it is constituted on the date of this Decision and Order, in the following areas:

All of the former Township of Houghton, excluding the following:

- All of Gore Lot A
- The north half of Gore Lot B

Former Township of Middleton:

- Concession North Side of Talbot Road East – South quarter of Lots 142 and 143
- Concession South Side of Talbot Road East – All of Lots 142 and 143
- Concession 2 South Side of Talbot Road East – All of Lot 1

Former Township of Walsingham

- The Whole of Marsh Lots 1 to 5 (Inclusive)
- Concession B – All of Lots 1 to 5 (Inclusive)
- Concession A – All of Lots 1 to 5 (Inclusive)
- Concessions 1 to 6 – All of Lots 1 to 5 (Inclusive)
- Concession 7 – All of Lots 1 and 3 (excluding municipal addresses 220 and 230 8<sup>th</sup> Concession Road), and the south halves of Lots 2, 4 and 5
- Concession 8 – All of Lot 1
- Concession 11 – All of Lot 1
- Concession 12 – All of Lot 1
- Concession 13 – All of Lot 1
- Concession 14 – All of Lot 1

and for traversing pipeline facilities along:

- Middleton-North Walsingham Townline Road from the west edge of Concession 14, Lot 2 and ending at a point 200m east of 84 Middleton-North Walsingham Townline Road in Lot 2 (North Walsingham Station).

**DATED** at Toronto, October 17, 2019

**ONTARIO ENERGY BOARD**

Pascale Duguay  
Manager, Natural Gas

**SCHEDULE B2**

**EB-2017-0108**

**DATED: October 17, 2019**

**Certificate of Public Convenience and Necessity for the  
Municipality of Bayham**

**EPCOR Natural Gas Limited Partnership**

## **Certificate of Public Convenience and Necessity**

The Ontario Energy Board hereby grants

### **EPCOR Natural Gas Limited Partnership**

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

### **Municipality of Bayham**

as it is constituted on the date of this Decision and Order, in the following areas:

- Concession 1 – All of Lots 1 to 28 (Inclusive)
- Concession 2 – All of Lots 1 to 28 (Inclusive)
- Concession 3 – All of Lots 1 to 28 (Inclusive)
- Concession 4 – All of Lots 1 to 28 (Inclusive)
- Concession 5 – All of Lots 1 to 28 (Inclusive)
- Concession 6 – All of Lots 1 to 4, 6 to 28 (Inclusive)
- Concession South of Talbot Road East – All of Lots 109 to 136 (Inclusive)
- Concession North of Talbot Road East – All of Lots 109 to 136 (Inclusive)
- Concession 7 – All of Lots 1 to 21 (Inclusive)
- Concession 8 – All of Lots 1 to 13 (Inclusive), the south halves of Lots 16 to 22 (Inclusive), and all of Lots 23 and 24, except those parts lying in the northerly 500 metres (more or less) of Lots 23 and 24
- Concession 9 – All of Lots 1 to 14 (Inclusive), and the north halves of Lots 17 and 18
- Concession 10 – All of Lots 1 to 19 (Inclusive)
- Concession 11 – All of Lots 9 to 16 (Inclusive)

and for traversing pipeline facilities along:

- Carson Line from the west edge of Lot 20, and ending at New England Station (58250 Carson Line) in Lot 25.

**DATED** at Toronto, October 17, 2019

**ONTARIO ENERGY BOARD**

Pascale Duguay  
Manager, Natural Gas

**SCHEDULE B3**

**EB-2017-0108**

**DATED: October 17, 2019**

**Certificate of Public Convenience and Necessity for the  
Municipality of Central Elgin**

**EPCOR Natural Gas Limited Partnership**



## **Certificate of Public Convenience and Necessity**

The Ontario Energy Board hereby grants

### **EPCOR Natural Gas Limited Partnership**

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

### **Municipality of Central Elgin**

as it is constituted on the date of this Decision and Order, in the following areas:

All of the former Village of Belmont

Former Township of Yarmouth:

- Concession 3 - All of Lots 27 and 28
- Concession 4 - All of Lots 27 and 28
- Concession 5 - All of Lots 25 to 28 (Inclusive)
- Concession 6 - All of Lots 25 to 28 (Inclusive)
- Concession 7 - All of Lot 28
- Concession 8 - All of Lots 72 and 73
- Concession 9 - All of Lots 72 and 73
- Concession Range 1 South of Edgeware Road - All of Lots 23 and 24
- Concession Range 1 North of Edgeware Road - All of Lot 24
- Concession Range 2 North of Edgeware Road - All of Lot 24
- Concession 10 - All of Lots 22 to 24 (Inclusive)
- Concession 14 - All of Lot 17
- Concession 15 - All of Lots 14 to 17 (Inclusive)

Former Township of Westminster:

- Concession 7 – All of Lot 1
- Concession 6 – The portions of Lots 1 and 2 lying within the Municipality of Central Elgin

Former Township of Dorchester:

- Concession 6 South Division – The portion of Lot 24 lying within the Municipality of Central Elgin
- Concession 7 South Division – The portion of Lot 24 lying within the Municipality of Central Elgin

**DATED** at Toronto, October 17, 2019

**ONTARIO ENERGY BOARD**

Pascale Duguay  
Manager, Natural Gas

**SCHEDULE B4**

**EB-2017-0108**

**DATED: October 17, 2019**

**Certificate of Public Convenience and Necessity for the  
Township of Malahide**

**EPCOR Natural Gas Limited Partnership**

## **Certificate of Public Convenience and Necessity**

The Ontario Energy Board hereby grants

### **EPCOR Natural Gas Limited Partnership**

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

### **Township of Malahide**

as it is constituted on the date of this Decision and Order, in the following areas:

- Concession 1 - All of Lots 1 to 35 (Inclusive)
- Concession 2 - All of Lots 1 to 35 (Inclusive)
- Concession 3 - All of Lots 1 to 35 (Inclusive)
- Concession 4 - All of Lots 1 to 35 (Inclusive)
- Concession 5 - All of Lots 1 to 35 (Inclusive)
- Concession 6 - All of Lots 1 to 14 (Inclusive)
- Concession South of Talbot Road East - All of Lots 74 to 108 (Inclusive)
- Concession North of Talbot Road East - All of Lots 74 to 108 (Inclusive)
- Concession 7 - All of Lots 13 to 35 (Inclusive)
- Concession 8 - All of Lots 1 to 35 (Inclusive)
- Concession 9 - All of Lots 1 to 35 (Inclusive)
- Concession 10 - All of Lots 21 to 35 (Inclusive)
- Concession 12 South Division - All of Lots A, B and 1 to 24 (Inclusive)
- Concession 11 South Division - All of Lots A, B and 1 to 23 (Inclusive)
- Concession 10 South Division - All of Lots A, B and 1 to 24 (Inclusive)
- Concession 9 South Division - All of Lots A, B and 1 to 24 (Inclusive)
- Concession 8 South Division - All of Lots A, B and 1 to 24 (Inclusive)
- Concession 7 South Division - All of Lots A, B and 1 to 24 (Inclusive)

and for traversing pipeline facilities along:

- Dorchester Road from Avon Drive and ending at Ron McNeil Line and continuing along Ron McNeil Line and ending at Rogers Road and continuing along Rogers Road and ending at Glencolin Line and continuing along Glencolin Line and ending at Imperial Road.

**DATED** at Toronto, October 17, 2019

**ONTARIO ENERGY BOARD**

Pascale Duguay  
Manager, Natural Gas

**SCHEDULE B5**

**EB-2017-0108**

**DATED: October 17, 2019 (Revised November 4, 2019)**

**Certificate of Public Convenience and Necessity for the  
Municipality of Thames Centre**

**EPCOR Natural Gas Limited Partnership**

## **Certificate of Public Convenience and Necessity**

The Ontario Energy Board hereby grants

### **EPCOR Natural Gas Limited Partnership**

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

### **Municipality of Thames Centre**

as it is constituted on the date of this Decision and Order, in the following areas:

Former Township of Westminster:

- Concession B Broken Front – All of Lot 1
- Concession 1 – All of Lot 1 excluding the west quarter of the south half
- Concession 2 – Those portions of Lots 1 and 2 lying south of Highway 401, and those parts of Lot 1 lying north of Highway 401 identified as 2793 Bradley Avenue and 3073 Westchester Bourne
- Concession 3 – All of Lots 1 to 3 (Inclusive)
- Concession 4 – All of Lots 1 to 4 (Inclusive)
- Concession 5 – All of Lots 1 to 3 (Inclusive)
- Concession 6 – All of Lots 1 and 2

Former Township of Dorchester:

- Concession A – All of Lot 24
- Concession B – The north half and the west 61 metres of Lot 24
- Concession 1 South Division – All of Lots 6 to 10 (Inclusive) and those portions of Lots A, B, 1, and 20 to 24 (Inclusive) lying south of Highway 401
- Concession 2 South Division – All of Lots A, 6 to 10 (Inclusive) and 20 to 24 (Inclusive) and the north halves of Lots B and 1
- Concession 3 South Division – All of Lots A, 6 to 10 (Inclusive) and 21 to 24 (Inclusive), and 4130 Dorchester Road
- Concession 4 South Division – All of Lots 6 to 10 (Inclusive) and 21 to 24 (Inclusive)
- Concession 5 South Division – All of Lots 6 to 10 (Inclusive) and 21 to 24 (Inclusive)
- Concession 6 South Division – All of Lots A, B, 1, 5 to 10 (Inclusive), 20 to 24 (Inclusive), and the south halves of Lots 2 to 4 (Inclusive) and 11 to 19 (Inclusive)

and for traversing pipeline facilities along:

- Donnybrook Drive starting at a point 61 metres east of the west edge of Lot 24 Concession B and ending at a private lane between Lot 22 and Lot 21 Concession 1 South Division and continuing along a private lane between Lot 22 and Lot 21 Concession 1 South Division and ending at Highway 401;
- Cromarty Drive starting at the west edge of Lot 19, to the west side of Lot 18 at Dorchester Road and continuing along Dorchester Road on the east side of Lot 19 in

Concession 2 South Division and ending south of Harrietsville Drive at the dividing line of the North and South halves of Lot 19, Concession 6 South Division;

- Lewis Road from the south edge of Concession B, Lot 9 to Hamilton Road and continuing along a private road north of Hamilton Road and running parallel to Lewis Road and ending at a point approximately 250m north of Hamilton Road at Putnam Station;
- Cromarty Drive from the west edge of Lot 5 to eastern edge of Lot 2;
- Bradley Avenue from Bradley Station ending at Westchester Bourne and continuing along Westchester Bourne and ending at the westbound onramp to Highway 401 and continuing underneath Highway 401 along points west of Westchester Bourne road and ending at Westchester Bourne at the Highway 401 eastbound onramp and continuing along Westchester Bourne and ending at Harrietsville Drive and continuing along Harrietsville Drive and ending at Dorchester Road and continuing along Dorchester Road and ending at Avon Drive.

**DATED** at Toronto, November 4, 2019

**ONTARIO ENERGY BOARD**

Pascale Duguay  
Manager, Natural Gas



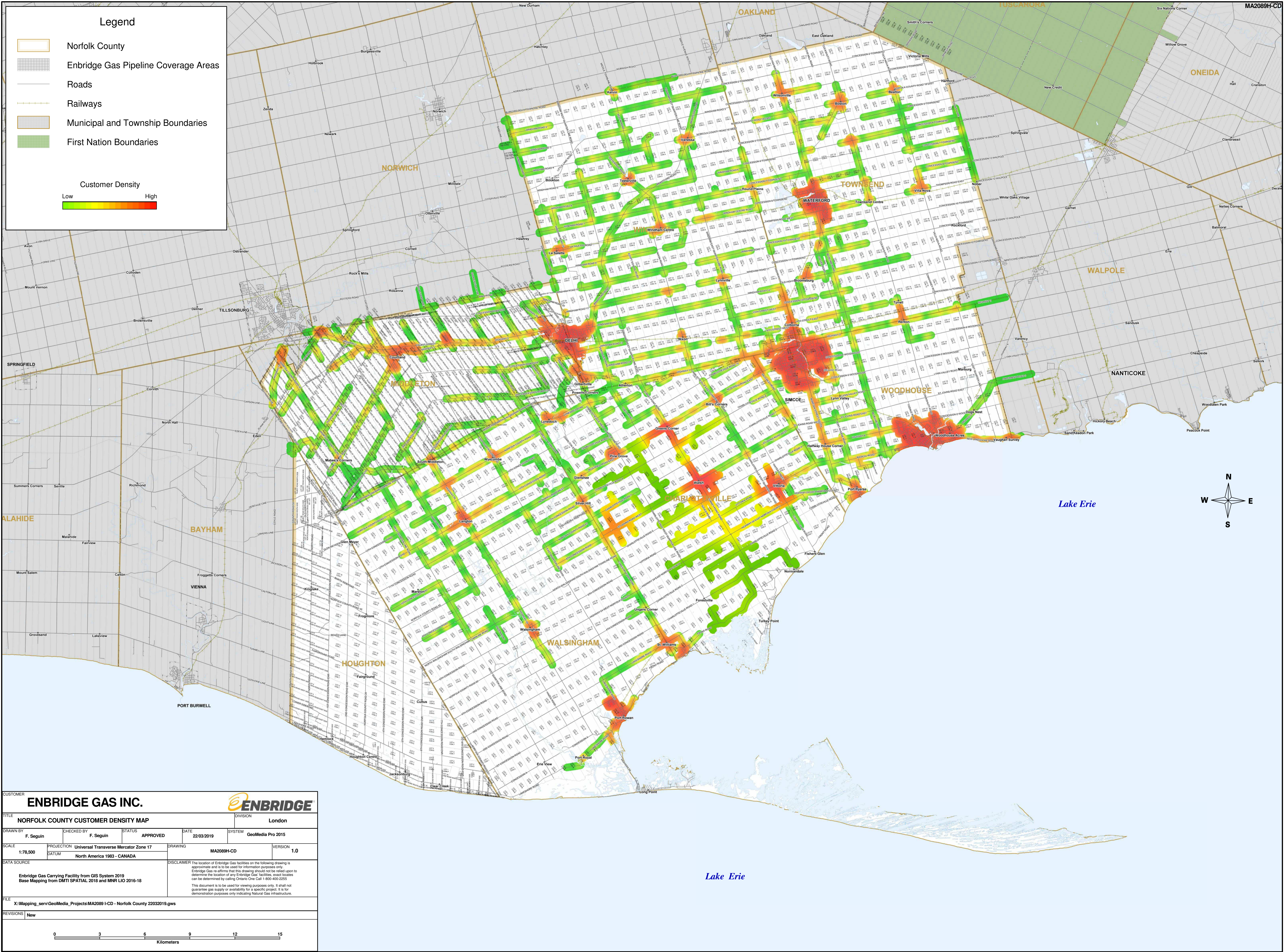
**SCHEDULE C**

**EB-2017-0108**

**DATED: October 17, 2019**

**Map of Norfolk County**

**Enbridge Gas Inc.**

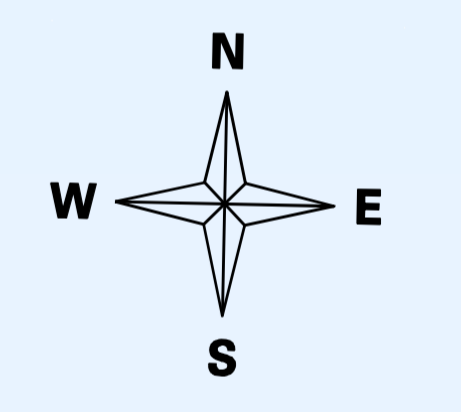


**Legend**

- Norfolk County
- Enbridge Gas Pipeline Coverage Areas
- Roads
- Railways
- Municipal and Township Boundaries
- First Nation Boundaries

**Customer Density**

Low High



CUSTOMER  
**ENBRIDGE GAS INC.**

**ENBRIDGE**

TITLE  
**NORFOLK COUNTY CUSTOMER DENSITY MAP**

DIVISION  
London

DRAWN BY  
F. Seguin

CHECKED BY  
F. Seguin

STATUS  
APPROVED

DATE  
22/03/2019

SYSTEM  
GeoMedia Pro 2015

SCALE  
1:78,500

PROJECTION  
Universal Transverse Mercator Zone 17

DRAWING  
MA2089H-CD

VERSION  
1.0

DATA SOURCE  
Enbridge Gas Carrying Facility from GIS System 2019  
Base Mapping from DMTI SPATIAL 2018 and MNR LIO 2016-18

DISCLAIMER  
The location of Enbridge Gas facilities on the following drawing is approximate and is to be used for information purposes only. Enbridge Gas re-affirms that this drawing should not be relied upon to determine the location of any Enbridge Gas facilities, exact locations can be determined by calling Ontario One Call 1-800-400-2255. This document is to be used for viewing purposes only. It shall not guarantee gas supply or availability for a specific project. It is for demonstration purposes only indicating Natural Gas infrastructure.

FILE  
X:\Mapping\_serv\GeoMedia\_Projects\MA2089 I-CD - Norfolk County 22032019.gws

REVISIONS  
New

0 3 6 9 12 15  
Kilometers

**SCHEDULE D**

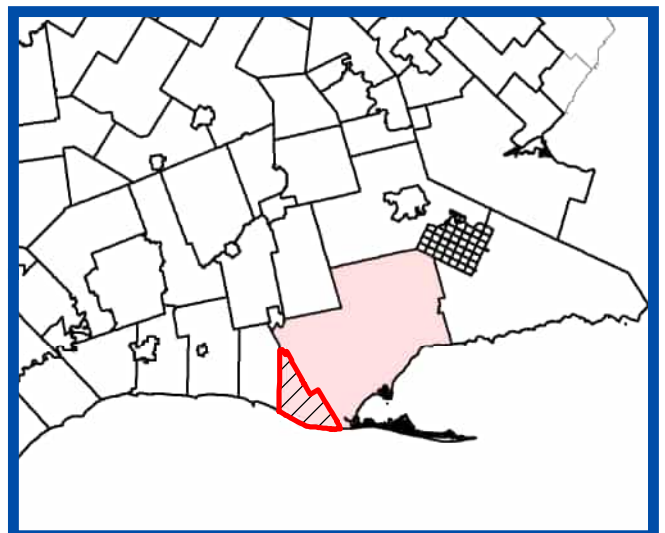
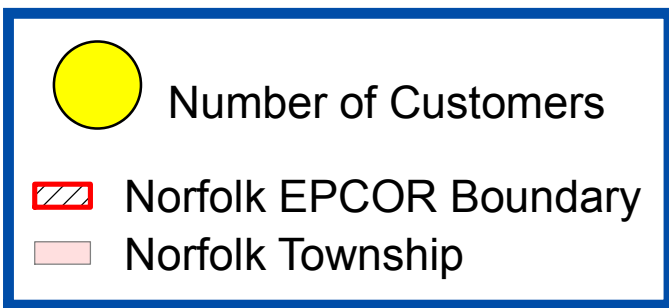
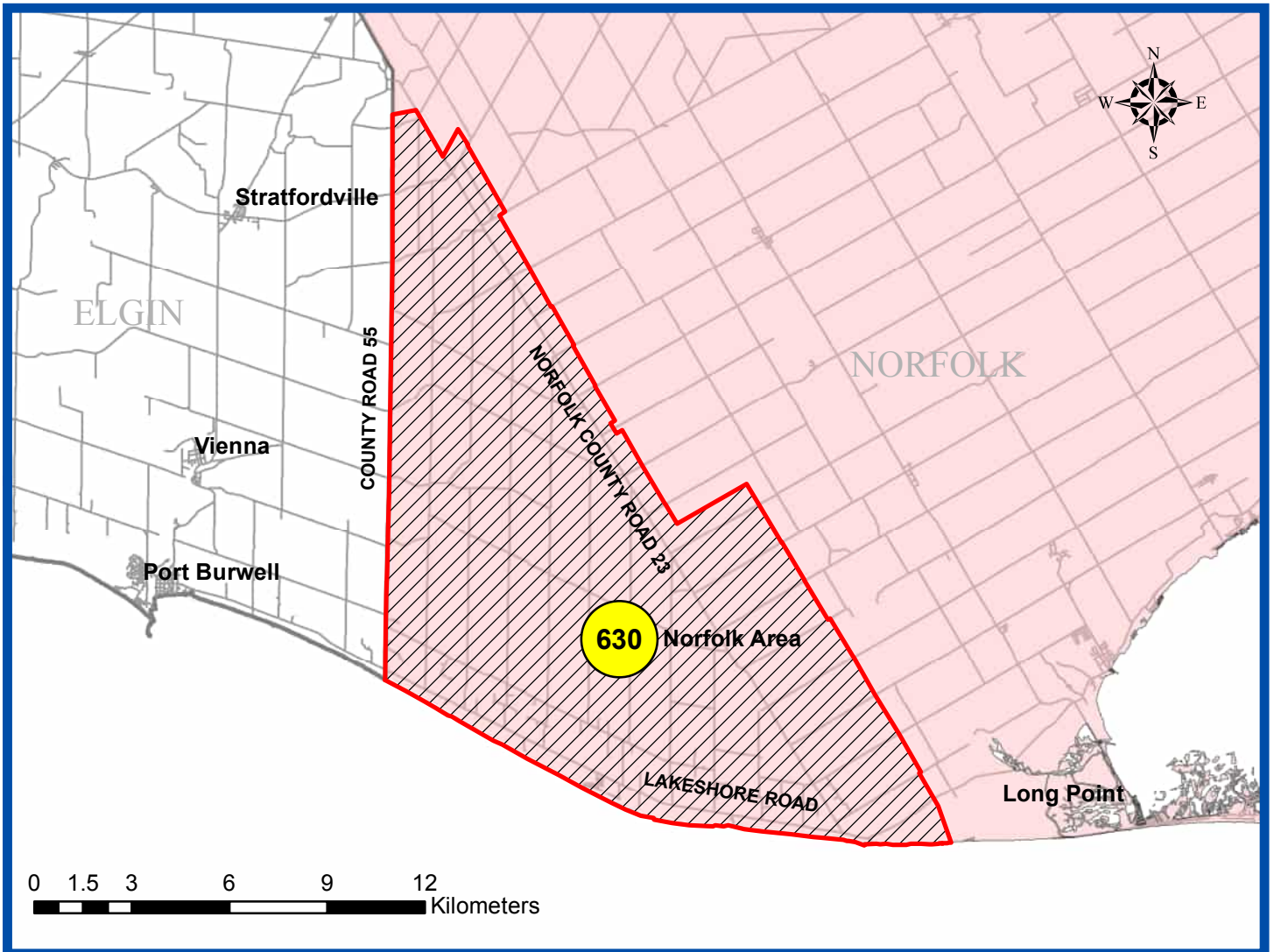
**EB-2017-0108**

**DATED: October 17, 2019**

**Map of Norfolk County**

**EPCOR Natural Gas Limited Partnership**

# Norfolk Township Service Map, Norfolk County



EPCOR Natural Gas Limited Partnership

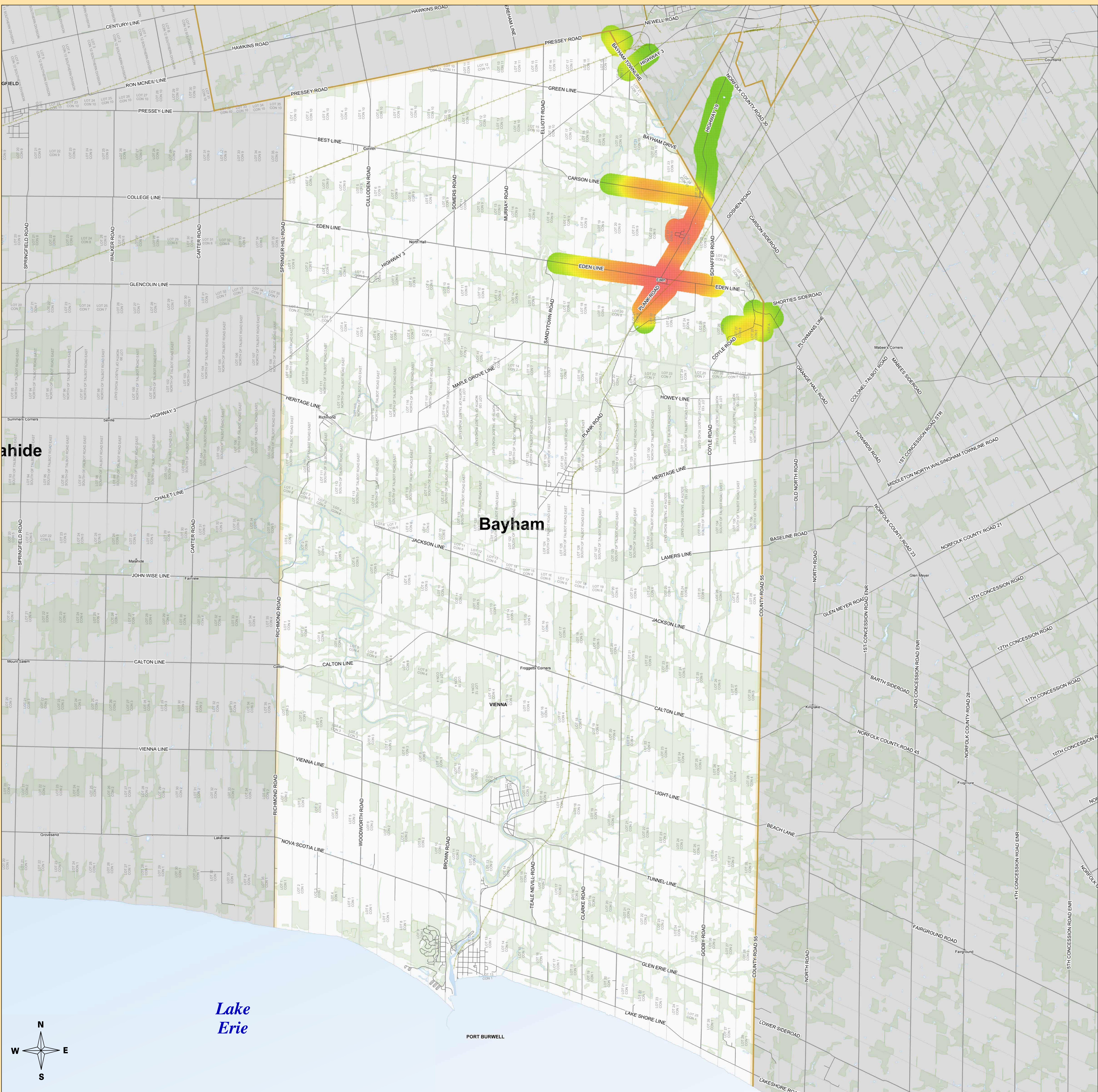
**SCHEDULE E**

**EB-2017-0108**

**DATED: October 17, 2019**

**Map of the Municipality of Bayham**

**Enbridge Gas Inc.**

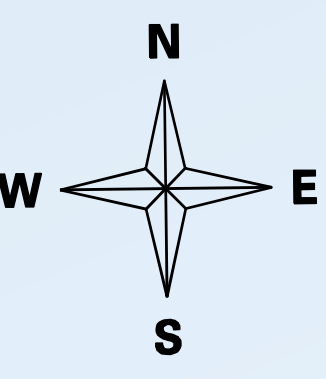


ahide

# Bayham

Lake Erie

PORT BURWELL



## Municipality of Bayham

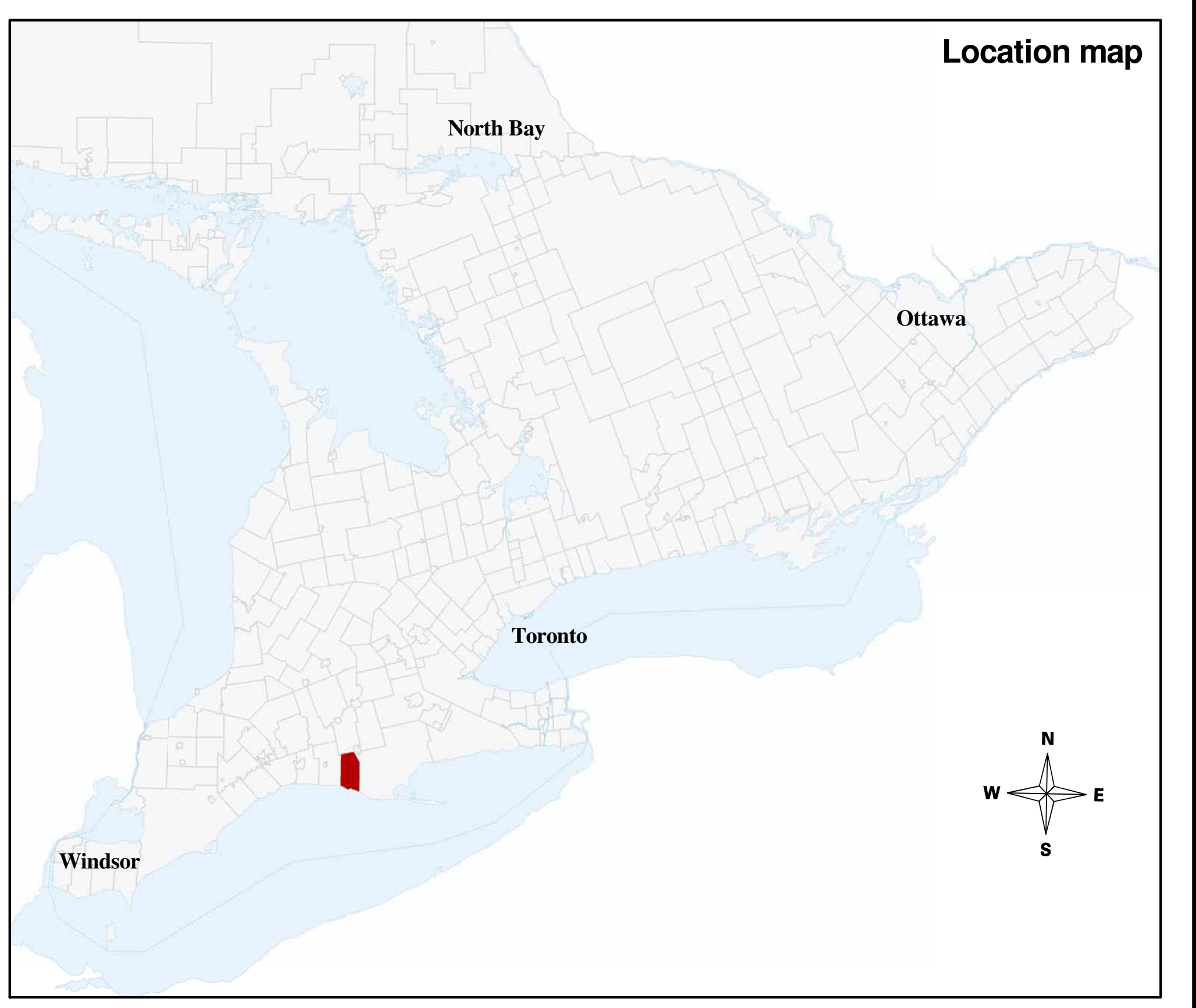
### Legend

- Enbridge Gas Pipeline Coverage Area
- Municipality of Bayham
- Roads
- Railway
- Municipal and Township Boundaries
- First Nation Boundaries

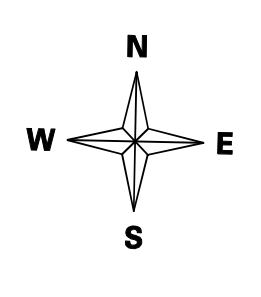
### Customer Density



**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



**SCHEDULE F**

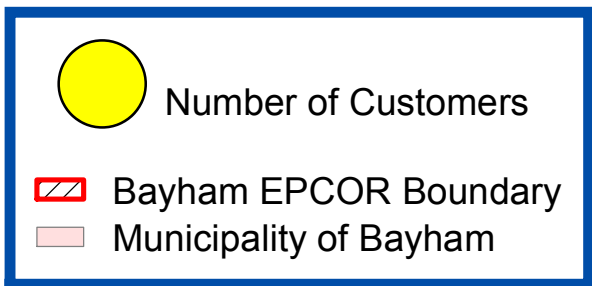
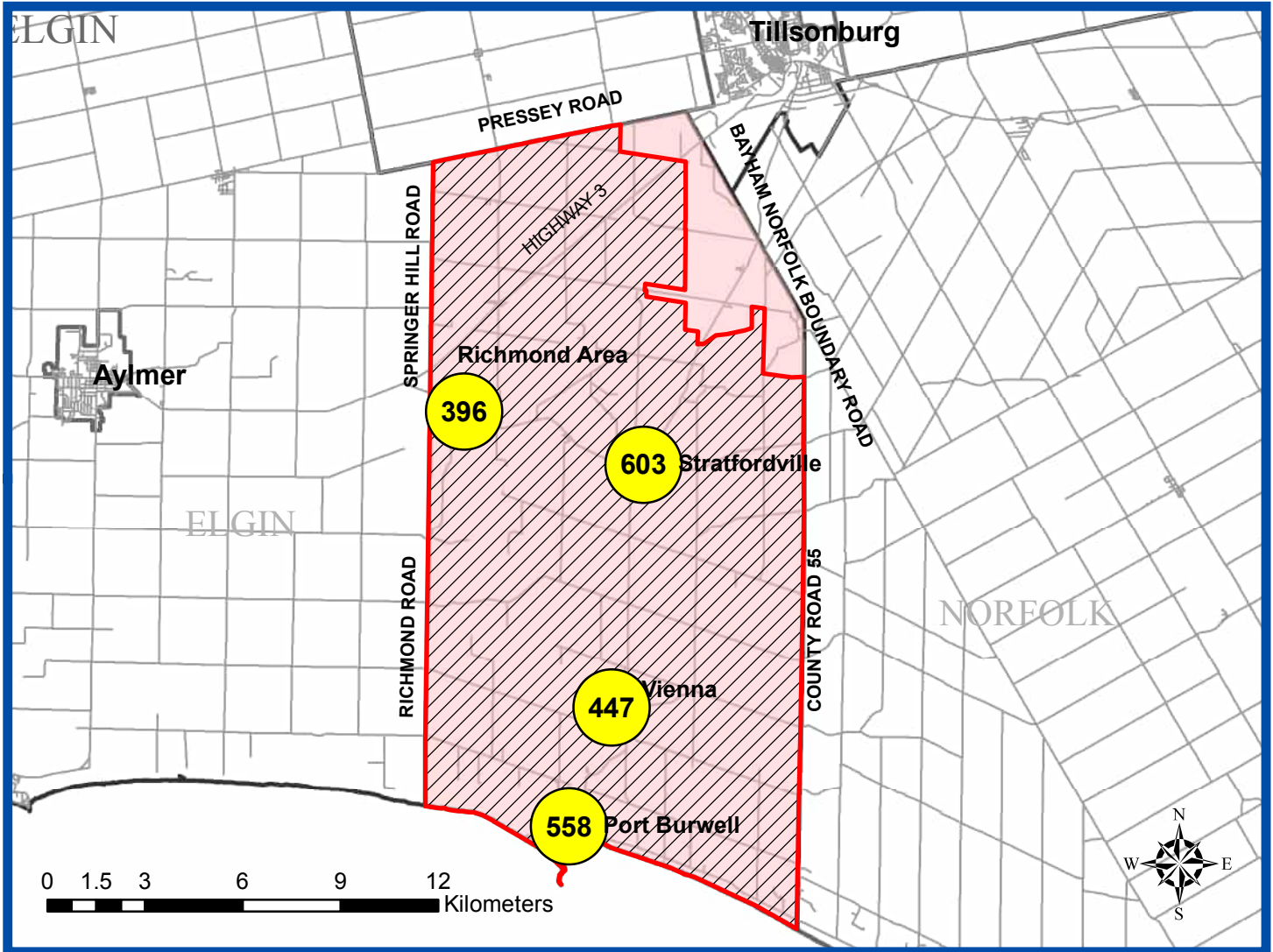
**EB-2017-0108**

**DATED: October 17, 2019**

**Map of the Municipality of Bayham**

**EPCOR Natural Gas Limited Partnership**

# Municipality of Bayham Service Map, Elgin County



EPCOR Natural Gas Limited Partnership



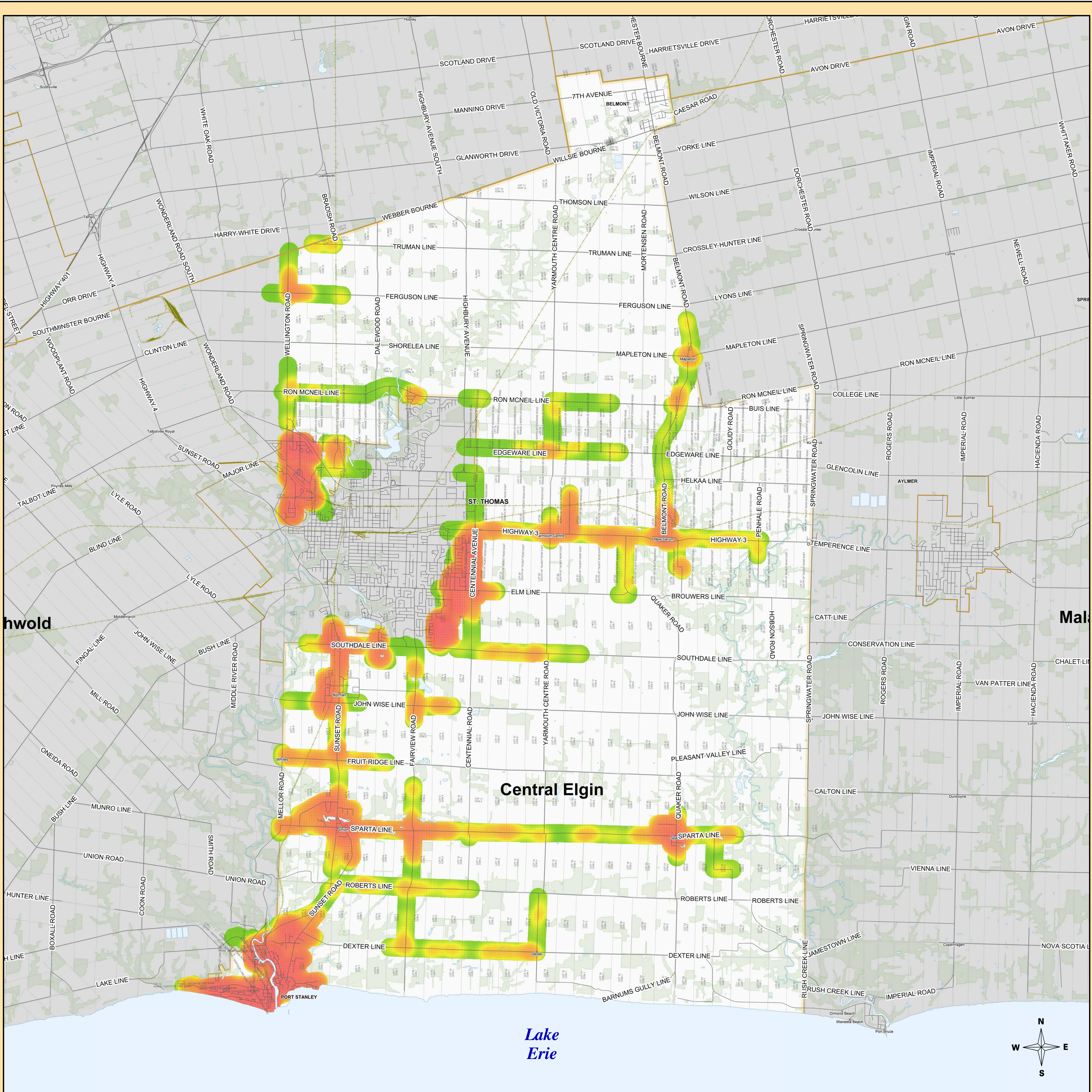
**SCHEDULE G**

**EB-2017-0108**

**DATED: October 17, 2019**







**Map of the Municipality of Central Elgin**

**Enbridge Gas Inc.**



# Municipality of Central Elgin

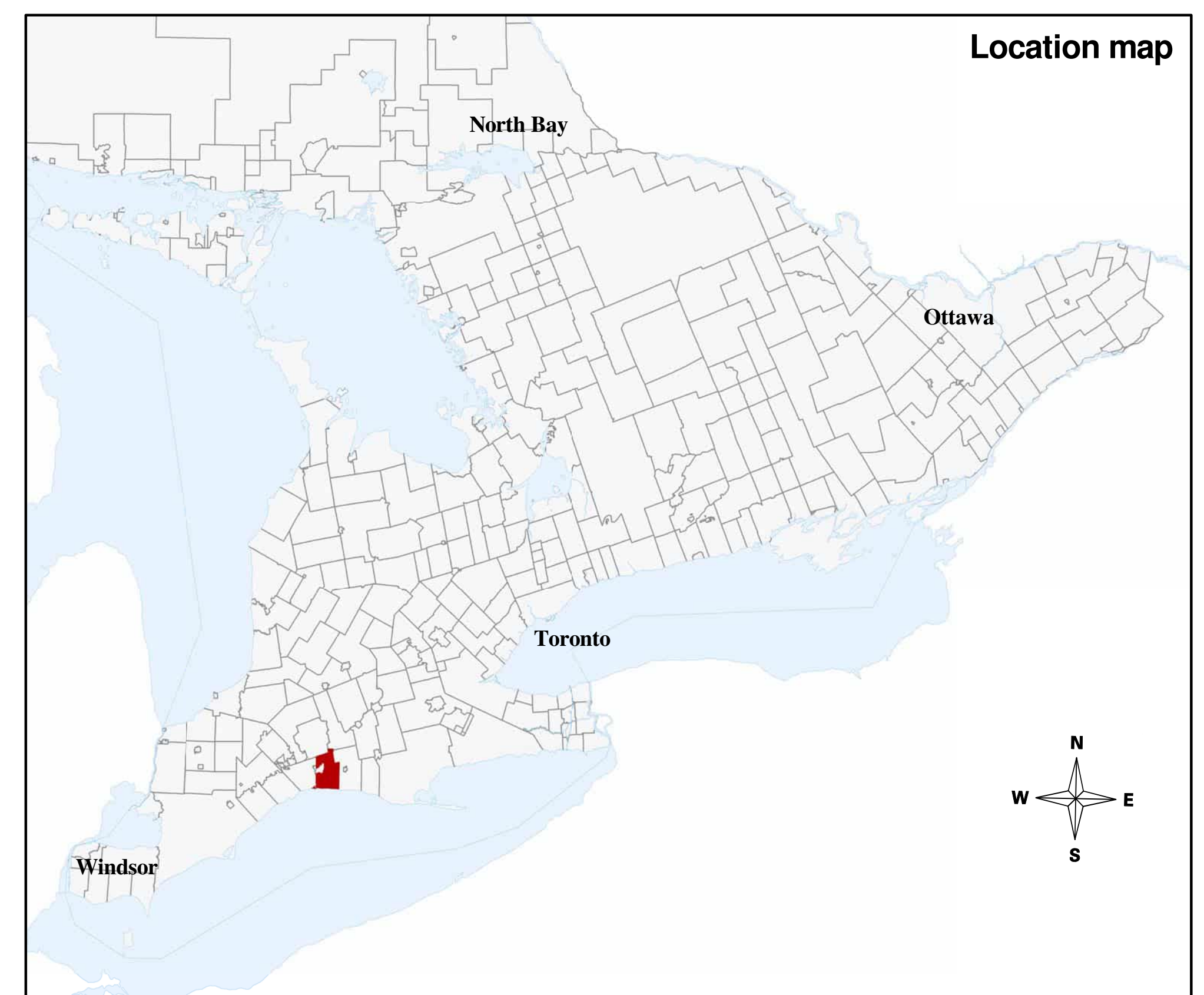
## Legend

-  Enbridge Gas Pipeline Coverage Areas
-  Municipality of Central Elgin
-  Roads
-  Railway
-  Municipal and Township Boundaries
-  First Nation Boundaries



**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

## Customer Density



**SCHEDULE H**

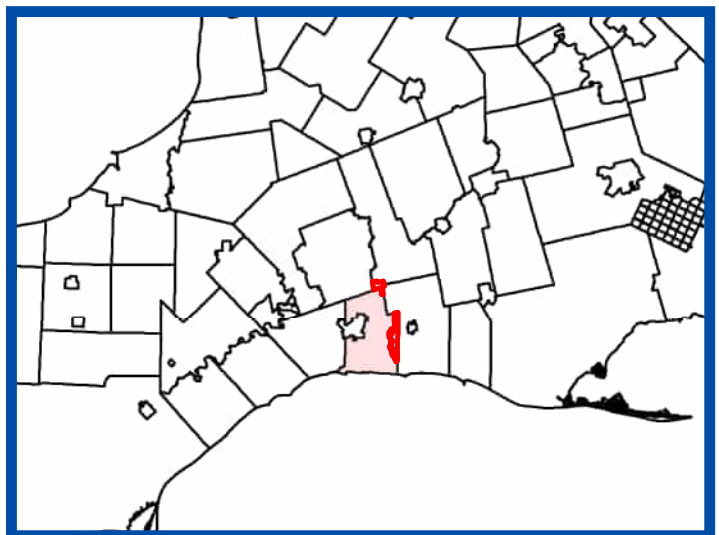
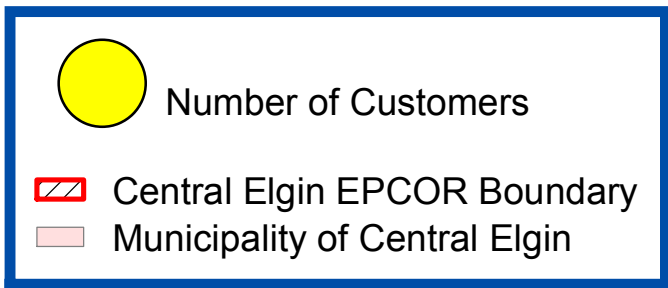
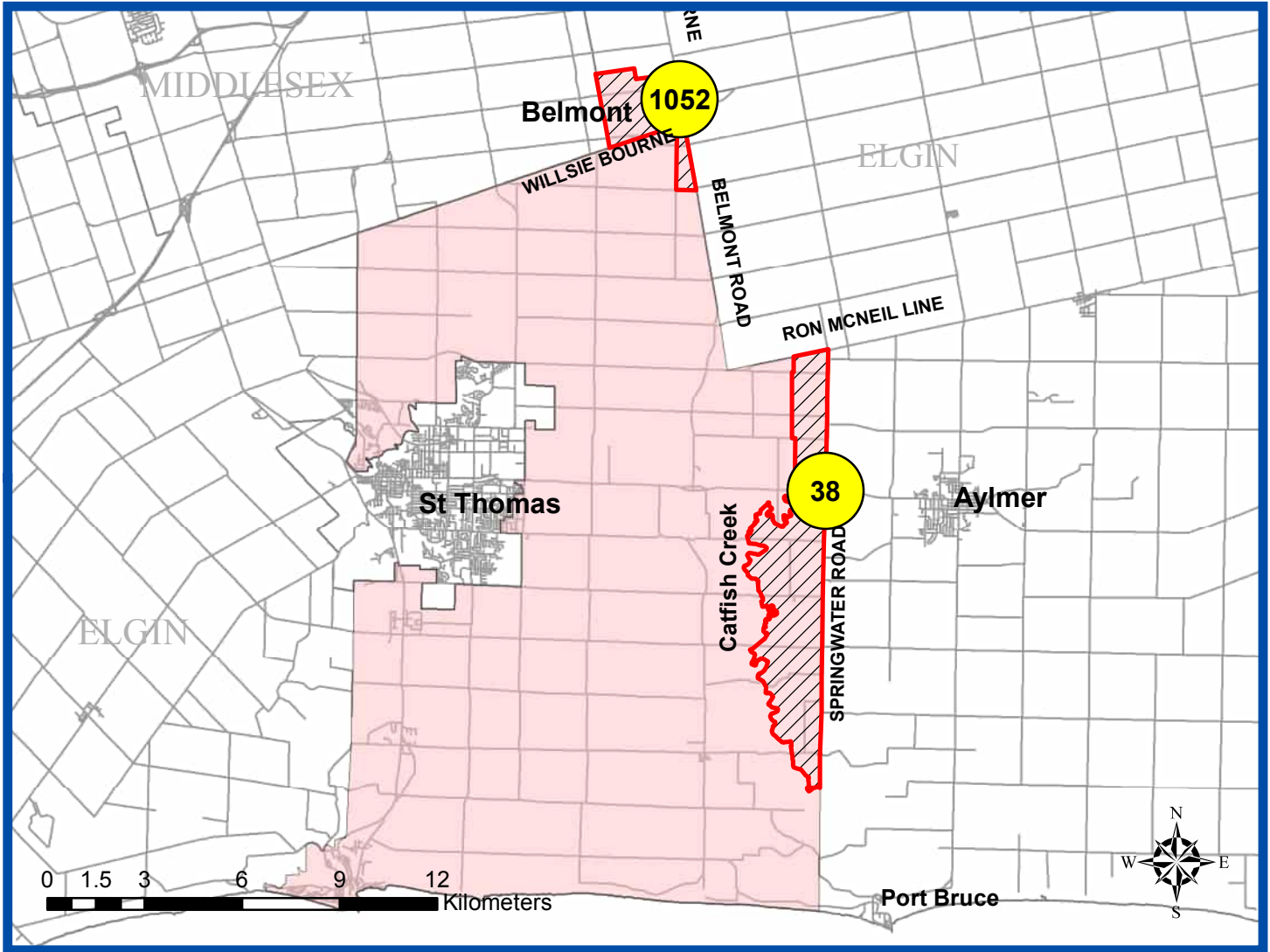
**EB-2017-0108**

**DATED: October 17, 2019**

**Map of the Municipality of Central Elgin**

**EPCOR Natural Gas Limited Partnership**

# Municipality of Central Elgin Service Map, Elgin County



EPCOR Natural Gas Limited Partnership

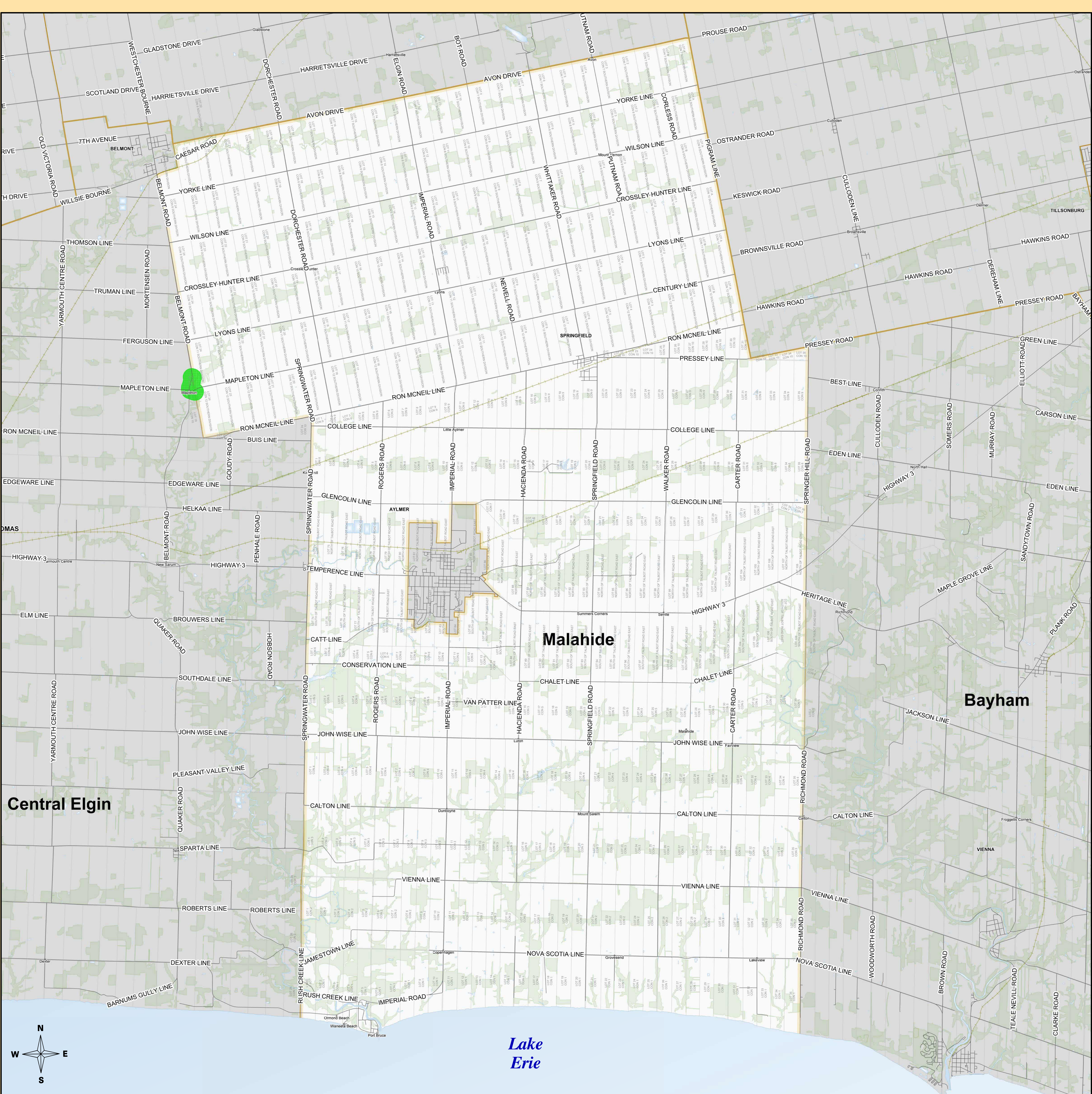
**SCHEDULE I**

**EB-2017-0108**

**DATED: October 17, 2019**

**Map of the Township of Malahide**

**Enbridge Gas Inc.**



## Township of Malahide

0.0    1.5    3.0    4.5    6.0    7.5  
Kilometers

**Legend**

- Enbridge Gas Pipeline Coverage Areas
- Township of Malahide
- Roads
- Railway
- Municipal and Township Boundaries
- First Nation Boundaries

**Customer Density**

Low  High

**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**

North Bay  
Ottawa  
Toronto  
Windsor

**SCHEDULE J**

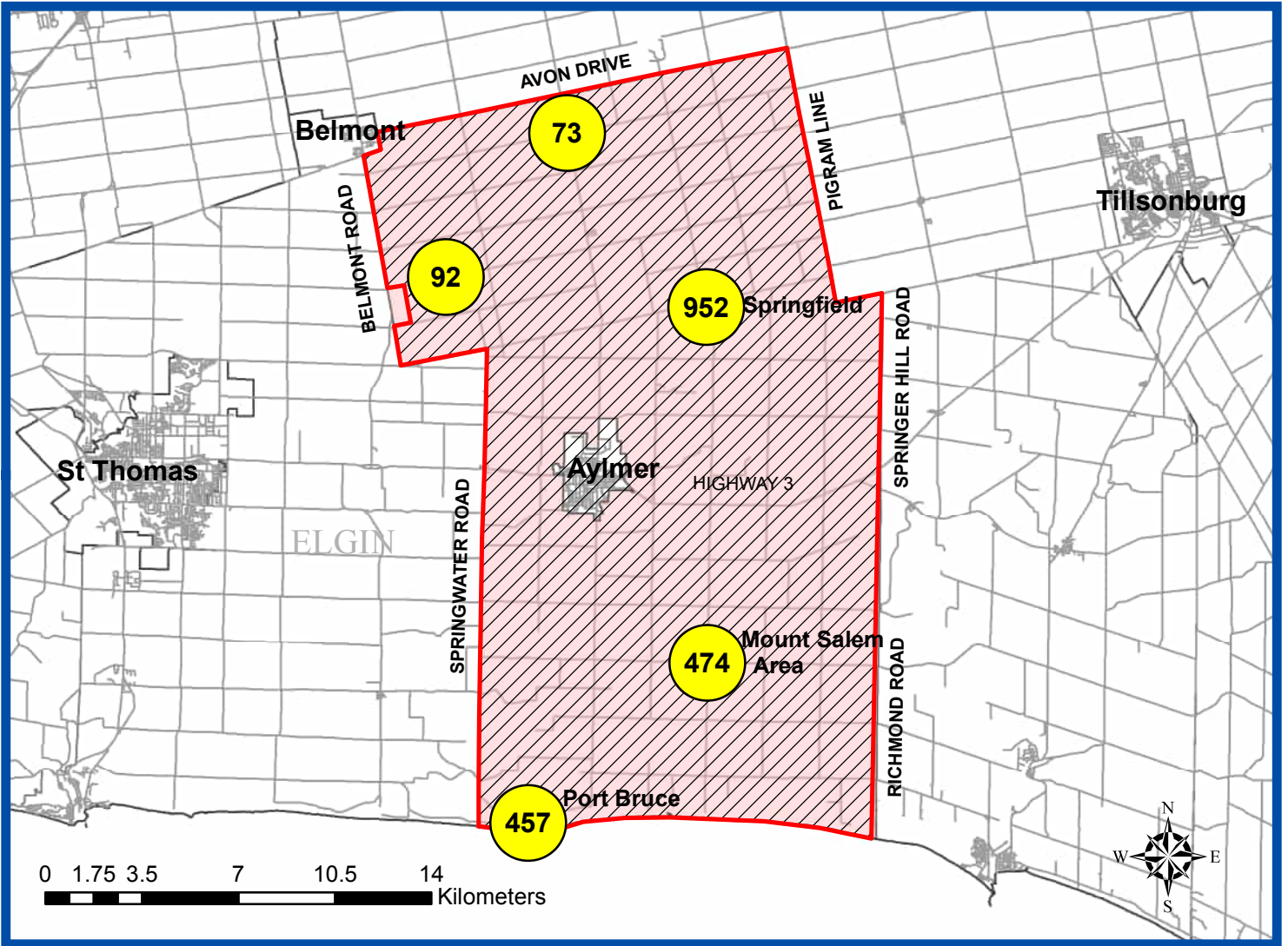
**EB-2017-0108**




**DATED: October 17, 2019**

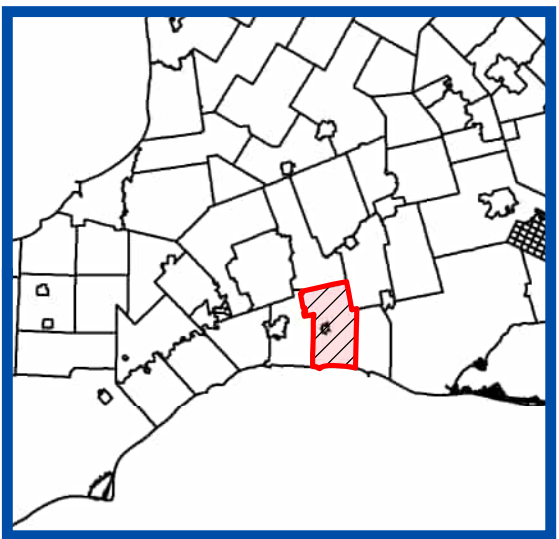
**Map of the Township of Malahide**

**EPCOR Natural Gas Limited Partnership**

# Township of Malahide Service Map, Elgin County



-  Number of Customers
-  Township of Malahide EPCOR Boundary
-  Township of Malahide





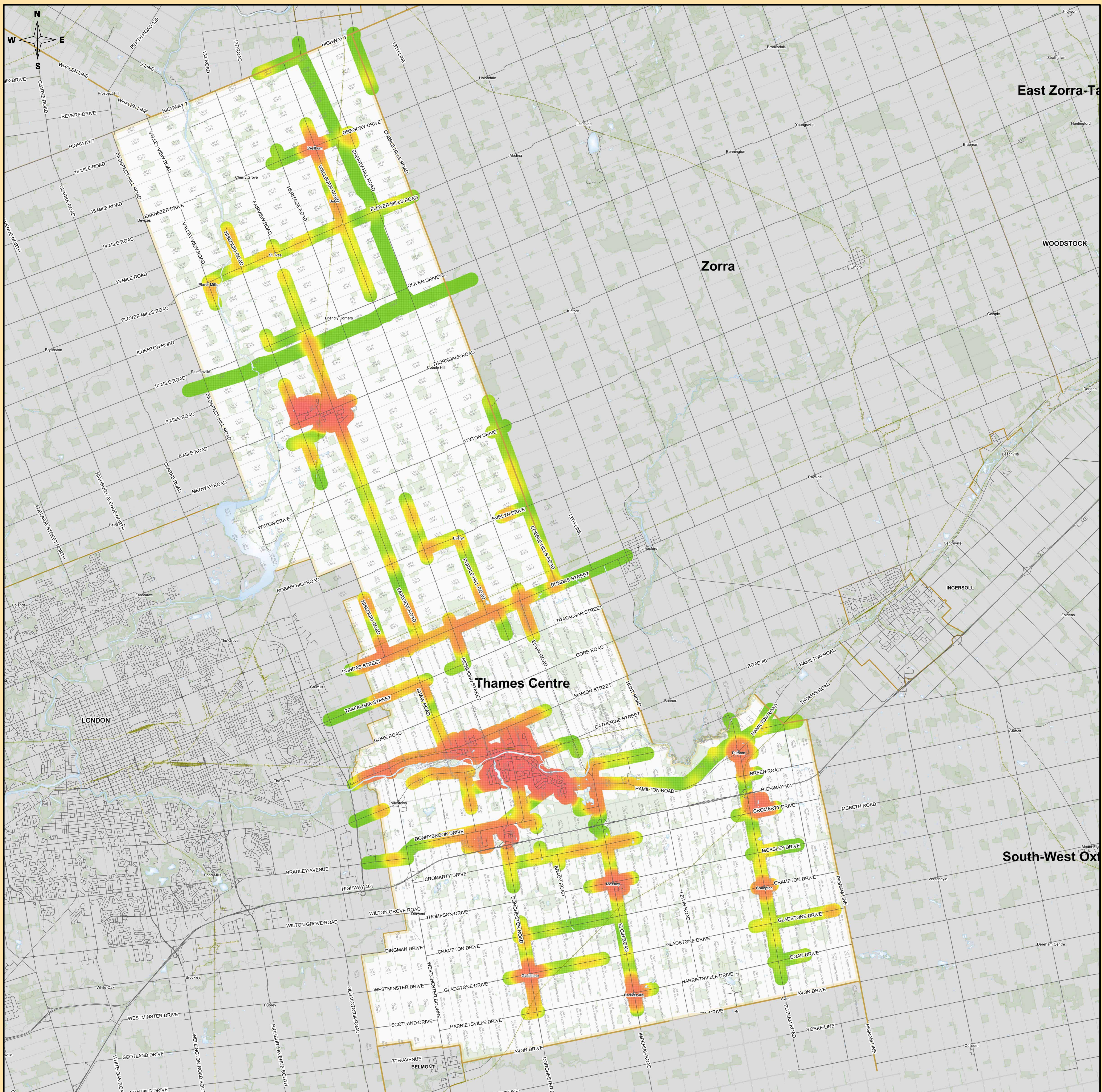
**SCHEDULE K**

**EB-2017-0108**

**DATED: October 17, 2019**

**Map of the Municipality of Thames Centre**

**Enbridge Gas Inc.**



# Municipality of Thames Centre



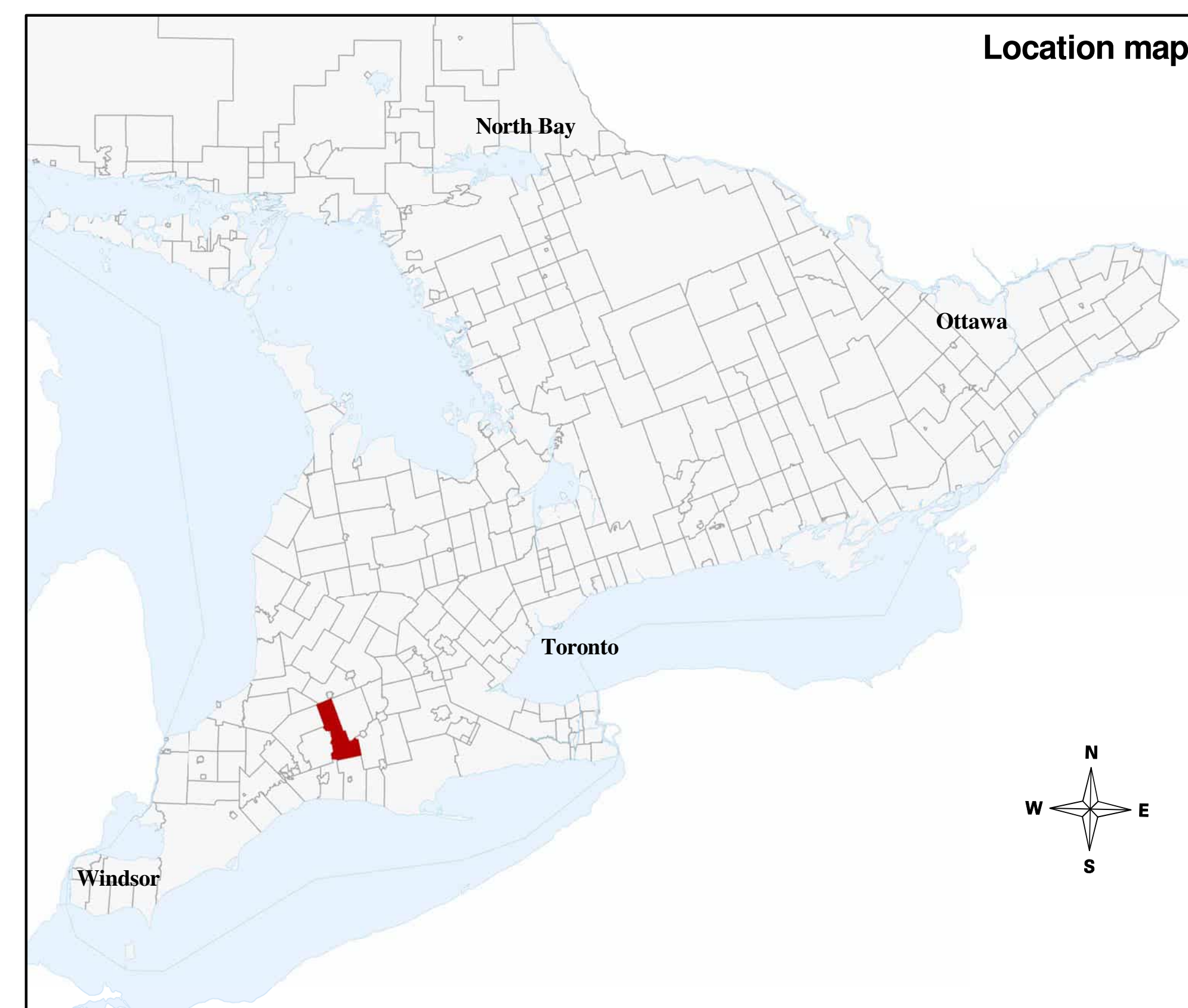
### Legend

- Enbridge Gas Pipeline Coverage Area
- Municipality of Thames Centre
- Roads
- Railway
- Municipal and Township Boundaries
- First Nation Boundaries

### Customer Density



**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



**SCHEDULE L**

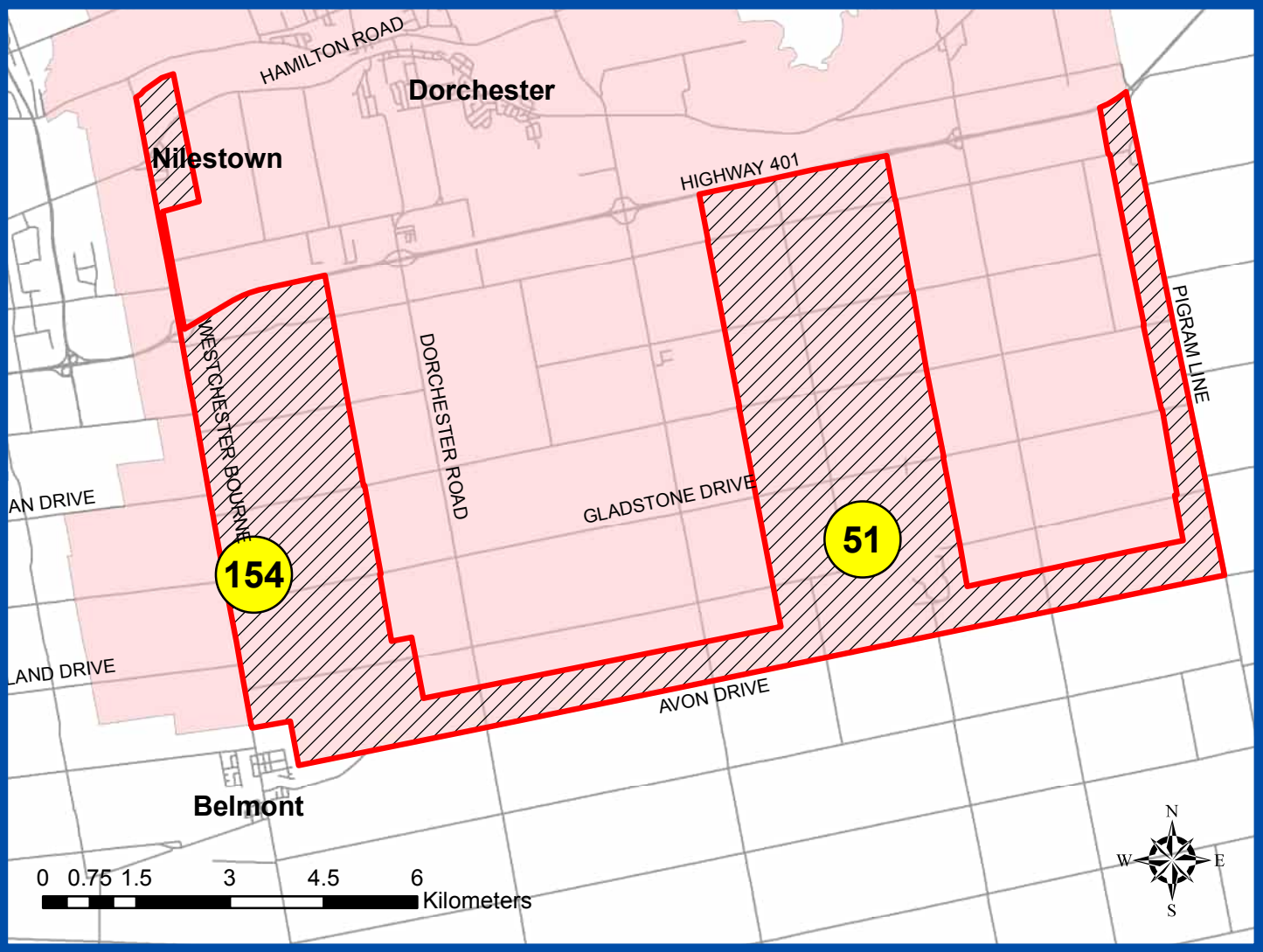
**EB-2017-0108**

**DATED: October 17, 2019**

**Map of the Municipality of Thames Centre**

**EPCOR Natural Gas Limited Partnership**

# Municipality of Thames Centre Service Map, Middlesex County



- Number of Customers
- Thames Centre EPCOR Boundry
- Municipality of Thames Center



## **APPENDIX D – 2021 CPCN**



Ontario  
Energy  
Board

Commission  
de l'énergie  
de l'Ontario

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# **DECISION AND ORDER**

**EB-2021-0238**

## **SIX NATIONS NATURAL GAS LIMITED**

**Application for Certificates of Public Convenience and Necessity  
for and Municipal Franchise Agreements with the County of Brant  
and Norfolk County**

**BY DELEGATION, BEFORE: Pascale Duguay**  
Manager  
Natural Gas

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**December 16, 2021**

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## 1 OVERVIEW

This is a Decision and Order of the Ontario Energy Board (OEB) on an application filed by Six Nations Natural Gas Limited (SNNG) for an order approving certificates of public convenience and necessity (certificates) for and municipal franchise agreements (franchise agreements) with the County of Brant and Norfolk County (Application). The Application also sought an order permitting SNNG to amend the areas covered by the certificates in the future by way of a motion to review and vary (motion to review) under Part VII of the *OEB's Rules of Practice and Procedure*.

SNNG was established in 1989 and has been providing on-reserve natural gas services to approximately 2,500 members and businesses of Six Nations Grand River Territory and Mississauga's of the Credit First Nation on Six Nations Indian Reserve No. 40 (Reserve). The Reserve is bordered, in part, by Bateman Line, in the County of Brant and Indian Line, in Norfolk County.

The OEB grants SNNG's application for certificates for and franchise agreements with the County of Brant and Norfolk County. The certificates authorize SNNG to serve approximately 16 off-reserve customers (Off-Reserve customers) in an area that is adjacent to customers that it currently serves on the Reserve. As part of its reply submissions, SNNG withdrew its request that it be permitted to seek to amend the areas covered by the certificates in the future by way of a motion to review.

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## 2 CONTEXT AND PROCESS

SNNG filed the Application on August 30, 2021, under sections 8 and 9 of the *Municipal Franchises Act* (MFA) for:

1. An order approving certificates to construct works and supply gas to the Off-Reserve customers on Bateman Line, County of Brant and Indian Line, Norfolk County
2. An order permitting SNNG, by motion to review, to seek to amend the areas covered by the certificates in the future to connect additional off-reserve customers on Bateman Line, County of Brant and Indian Line, Norfolk County
3. An order approving natural gas franchise agreements with the County of Brant and Norfolk County
4. An order directing and declaring that the assent of the municipal electors of the County of Brant and Norfolk County is not necessary in relation to granting the natural gas franchise agreements

The OEB issued a Notice of Hearing on September 17, 2021. Enbridge Gas Inc. (Enbridge Gas) applied for, and was granted, intervenor status. Enbridge Gas currently holds certificates for the requested service territory, although it is not serving any customers in the immediate vicinity.<sup>1</sup> In its request for intervenor status, Enbridge Gas indicated that it is most likely more economic and practical for SNNG to serve the Off-Reserve Customers<sup>2</sup> that are covered by the proposed certificates in the Application.

The OEB proceeded by way of a written hearing. Enbridge Gas and OEB staff filed interrogatories on October 22, 2021 and SNNG responded to them on November 5, 2021. Enbridge Gas and OEB staff filed submissions on November 19, 2021 and SNNG filed its reply submission on December 2, 2021.

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<sup>1</sup> Enbridge Gas certificates EB-2003-0047 and EB-2017-0108-A1

<sup>2</sup> Enbridge Gas, Intervention Request Letter, p. 2, para. 7



### 3 FRANCHISE AGREEMENTS

Under the MFA, the OEB may approve municipal by-laws granting one or more gas utilities the right to distribute gas in a municipality. The OEB's [2000 Model Franchise Agreement](#) establishes the specific terms and conditions of a typical franchise agreement between the municipality and the utility. The OEB expects that franchise agreements will be based on the 2000 Model Franchise Agreement unless there is a compelling reason for deviation.

SNNG applied to the OEB for approval of its proposed franchise agreements with the County of Brant and Norfolk County. Through the proposed franchise agreements, the County of Brant and Norfolk County would grant to SNNG 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 each of the counties.

With the application, SNNG filed each county's draft by-law granting the proposed franchise agreement and a copy of each county's resolution approving the form of the draft by-law and franchise agreement, and authorizing SNNG's request for an order declaring and directing that the assent of the municipal electors to the by-law and franchise agreement is not necessary.

Through the interrogatory process, Enbridge Gas and OEB staff noted that the draft franchise agreements proposed by SNNG depart from the 2000 Model Franchise Agreement in certain minor respects. In its draft franchise agreement, SNNG inadvertently included in paragraph 2 the explanatory introduction used to differentiate between the two choices presented in paragraph 2.<sup>3</sup> In its draft franchise agreement with both counties, SNNG deleted the explanatory introduction used to differentiate between the two choices presented in paragraph 4 and inserted a special condition at paragraph 18 which is only associated with franchise agreements between legacy Union Gas Limited and municipalities in southern Ontario.<sup>4</sup>

OEB staff submitted that there are no compelling reasons to deviate from the Model Franchise Agreement in this case and the OEB should require SNNG to correct the draft franchise agreements with the counties of Norfolk and Brant and arrange with those counties to put the corrected draft franchise agreements through third reading. Enbridge Gas submitted that the paragraph 2 amendment is not justified by assuming

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<sup>3</sup> SNNG's response to OEB staff 5 (a)

<sup>4</sup> SNNG's response to OEB staff 5 (b) (i) and (ii)

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that the alternative wording does not alter the substantive terms of the paragraph from the 2000 Model Franchise Agreement. Enbridge Gas also submitted that the inclusion of the special condition at paragraph 18 only causes confusion and should be eliminated.

In its reply submission, SNNG argued that the inclusions and deletions of explanatory language do not alter the substantive terms of any provision of the 2000 Model Franchise Agreement and do not constitute an amendment. SNNG further submitted that making non-substantive revisions to the draft franchise agreements would impose an additional administrative burden, cost and delay upon the counties and SNNG. SNNG submitted that if the OEB finds the inclusion and removal of non-substantive explanatory language constitutes an amendment to the 2000 Model Franchise Agreement, then the OEB should find that the benefit of approving the franchise agreements in their current form are substantively outweighed by the administrative burden, cost and delay of requiring amendment.

### **Findings**

I find that it is in the public interest to approve SNNG's application requesting approval of its franchise agreements with the County of Brant and Norfolk County.

Both Enbridge Gas and OEB staff noted that the proposed franchise agreements depart from the 2000 Model Franchise Agreement in certain respects. While I consider that the changes do not alter the substantive terms of the 2000 Model Franchise Agreement, they do constitute an amendment to the 2000 Model Franchise Agreement. While I am not persuaded that the changes were necessary or required, I will however accept SNNG's position to approve the franchise agreements in the form as originally proposed for economic and regulatory efficiency and expediency, on an exception basis.

I expect SNNG and other applicants to follow the form of the 2000 Model Franchise Agreement when filing future applications for the approval of franchise agreements unless there is a compelling reason for deviation. I also note that any proposed changes should be outlined as part of a filed application as well as the reasons for including any such deviations.

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## 4 CERTIFICATES

### 4.1 Technical and Financial Capacity

In response to an interrogatory<sup>5</sup>, SNNG stated that it “has been operating safely and reliably for over 30 years without major incident” and confirmed that:

- It maintains construction, operation, maintenance, and emergency procedures and pipeline integrity management and public awareness plans which are Technical Standards and Safety Authority compliant and consistent with those of other utilities operating in Ontario
- No additional debt or equity is required with respect to the proposed natural gas facilities for the newly certificated areas

OEB staff submitted that SNNG has the technical and financial capabilities to construct, operate and maintain the natural gas facilities in the areas covered by the certificates.

#### Findings

This application is SNNG’s first application to the OEB for a certificate. While there are currently no formal filing requirements for certificate applications, the OEB included a requirement in the context of the final guidelines for potential projects to expand access to natural gas that non rate-regulated natural gas distributors provide information about their technical expertise and financial capability.<sup>6</sup> The OEB has also reviewed financial and technical matters in the context of certificate applications in other decisions previously issued by the OEB.<sup>7</sup>

SNNG has been operating safely and reliably for over 30 years without major incident. Given SNNG’s long standing history of providing natural gas services to customers on-Reserve, I accept OEB staff’s position that SNNG has the technical and financial capabilities to construct, operate and maintain a natural gas facility.

### 4.2 Certificates and Description of Service Territory

Section 8 of the MFA requires that no person shall construct any works to supply natural gas in any municipality without the approval of the OEB, and that such approval shall

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<sup>5</sup> SNNG’s response to OEB Staff-1

<sup>6</sup> EB-2019-0255

<sup>7</sup> EB-2005-0473

not be given unless public convenience and necessity appear to require that such approval be given. The OEB's approval is in the form of a certificate.

SNNG stated that it received requests for natural gas service from customers living adjacent to the Reserve due to gaps in the geographic service area of Enbridge Gas and its predecessor. SNNG applied to the OEB for certificates for the County of Brant and Norfolk County to provide natural gas services to the Off-Reserve customers.

The draft certificates proposed by SNNG in the Application are limited to seven specific civic addresses on Bateman Line and nine specific civic addresses Indian Line. In response to an interrogatory from OEB staff, SNNG filed revised draft certificates for the County of Brant and Norfolk County describing the proposed service territory as a geographical area and in a manner that could be placed on the public record.<sup>8</sup>

In its submission, OEB staff noted that the proposed service territories in the revised draft certificates are slightly larger than those included in the draft certificates filed in the Application. SNNG submitted that the revised certificates contain the most narrow service territory description which uses metes and bounds and which do not contain personal information.

Enbridge Gas and OEB staff also noted a typographical error in SNNG's revised draft certificate for Norfolk County and submitted that SNNG should confirm and correct the error in Norfolk County's draft certificate. Subject to the typographical correction, OEB staff submitted that the OEB should grant SNNG's draft certificates filed with its interrogatory responses, which defines the proposed service area using metes and bounds.

With its reply submission, SNNG filed revised certificates correcting the typographical error noted by Enbridge Gas and OEB staff. SNNG submitted that the OEB should grant the certificates in the form attached with its submission. SNNG also submitted in accordance with section 8 of the MFA, public convenience and necessity require that the Application be approved. Enbridge Gas did not comment on the approval of SNNG's draft certificates.

## Findings

I find it in the public interest to grant certificates to SNNG for the County of Brant and Norfolk County. I accept OEB staff and SNNG's proposal to approve the certificates

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<sup>8</sup> SNNG's response to OEB Staff-4 (d)

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filed as part of SNNG's reply submission, which defines the proposed service area using metes and bounds. I also note that Enbridge Gas did not contest the application stating that, upon review of the costs to extend their existing infrastructure, Enbridge Gas believes it is most likely more economic and practical for SNNG to attach the Off-Reserve customers to their system.

The OEB is issuing certificates (attached as Schedule C and E) to SNNG for the County of Brant and Norfolk County. The certificates authorize SNNG to serve the Off-Reserve customers living adjacent to the Reserve on Bateman Line and Indian Line.

New certificates, attached as Schedule G and H to this Decision and Order, are also granted to Enbridge Gas for the County of Brant and Norfolk County. The new certificates exclude the areas granted to SNNG from Enbridge Gas's existing service territory in the counties. The attached certificates to Enbridge Gas cancels and supersedes EB-2003-0047 and EB-2017-0108-A1.

### **4.3 Motion to Review**

With the Application, SNNG requested, for administrative efficiency, that with the terms of any order by the OEB issuing certificates provide that SNNG may seek to amend such order to permit the connection and service of additional customers on Bateman Line and/or Indian Line, by way of a motion to review.

In its reply submission, SNNG withdrew its request that the OEB's order provide for the amendment by way of a motion to review.

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## 5 ORDER

### IT IS ORDERED THAT:

1. The terms and conditions upon which, and the period for which, the County of Brant is, by by-law, to grant to Six Nations Natural Gas Limited 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 County, as set out in the municipal franchise agreement attached as Schedule A, are approved.
2. The assent of the municipal electors of the County of Brant to the by-law is not necessary.
3. The terms and conditions upon which, and the period for which, Norfolk County is, by by-law, to grant to Six Nations Natural Gas Limited 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 County, as set out in the municipal franchise agreement attached as Schedule B, are approved.
4. The assent of the municipal electors of Norfolk County to the by-law is not necessary.
5. A certificate of public convenience and necessity, attached as Schedule C to this Decision and Order, is granted to Six Nations Natural Gas Limited to construct works or supply natural gas in the County of Brant, limited to certain areas. A map of Six Nations Natural Gas Limited's service territory in the County of Brant is attached as Schedule D.
6. A certificate of public convenience and necessity, attached as Schedule E to this Decision and Order, is granted to Six Nations Natural Gas Limited to construct works or supply natural gas in Norfolk County, limited to certain areas. A map of Six Nations Natural Gas Limited's service territory in Norfolk County is attached as Schedule F.
7. A certificate of public convenience and necessity, attached as Schedule G to this Decision and Order, is granted to Enbridge Gas Inc. to construct works or supply natural gas in the County of Brant except for the areas granted to Six Nations

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Natural Gas Limited. This new certificate of public convenience and necessity cancels and supersedes EB-2003-0047.

8. A certificate of public convenience and necessity, attached as Schedule H to this Decision and Order, is granted to Enbridge Gas Inc. to construct works or supply natural gas in Norfolk County, limited to certain areas. This new certificate of public convenience and necessity cancels and supersedes EB-2017-0108-A1.
9. Six Nations Natural Gas Limited shall pay the OEB's costs incidental to this proceeding upon receipt of the OEB's invoice.

**DATED** at Toronto December 16, 2021

**ONTARIO ENERGY BOARD**

*Original Signed By*

Christine E. Long  
Registrar

**SCHEDULE A**

**MUNICIPAL FRANCHISE AGREEMENT WITH THE COUNTY OF BRANT**

**SIX NATIONS NATURAL GAS LIMITED**

**EB-2021-0238**

**DECEMBER 16, 2021**



## Franchise Agreement

THIS AGREEMENT effective this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

BETWEEN:

**CORPORATION OF THE COUNTY OF  
BRANT**  
hereinafter called the "**Corporation**"

- and -

**SIX NATIONS NATURAL GAS COMPANY  
LIMITED**  
hereinafter called the "**Gas Company**"

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

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

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

### Part I - Definitions

#### 1. In this Agreement:

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

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

## **Part II - Rights Granted**

### **2. To provide gas service:**

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

### **3. To Use Highways.**

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

### **4. Duration of Agreement and Renewal Procedures.**

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

- b. 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 gassystem.

- 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 bylaws of general application, except by-laws which have the effect of amending this Agreement.

##### **14. Giving Notice**

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

## 15. Disposition of Gas System

- a. If the Gas Company decommissions part of its gas system affixed to a bridge, viaduct or structure, the Gas Company shall, at its sole expense, remove the part of its gas system affixed to the bridge, viaduct or structure.
- b. If the Gas Company decommissions any other part of its gas system, it shall have the right, but is not required, to remove that part of its gas system. It may exercise its right to remove the decommissioned parts of its gas system by giving notice of its intention to do so by filing a Plan as required by Paragraph 5 of this Agreement for approval by the Engineer/Road Superintendent. If the Gas Company does not remove the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in any highway, the Corporation may remove and dispose of so much of the decommissioned gas system as the Corporation may require for such purposes and neither party shall have recourse against the other for any loss, cost, expense or damage occasioned thereby. If the Gas Company has not removed the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in a highway, the Gas Company may elect to relocate the decommissioned gas system and in that event Paragraph 12 applies to the cost of relocation.

## 16. Use of Decommissioned Gas System

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

and distribution of gas, issues such as relocation costs will be governed by the relevant municipal access agreement.

**17. Franchise Handbook**

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

**18. Other Conditions**

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

**19. Agreement Binding Parties**

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

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

**The Corporation of the County of Brant**

By:

\_\_\_\_\_  
Name: David Bailey

Title: Mayor

By:

\_\_\_\_\_  
Name: Heather Boyd

Title: Clerk

Six Nations Natural Gas Limited

By:

\_\_\_\_\_  
Name: ●

Title: ●



**SCHEDULE B**

**MUNICIPAL FRANCHISE AGREEMENT WITH NORFOLK COUNTY**

**SIX NATIONS NATURAL GAS LIMITED**

**EB-2021-0238**

**DECEMBER 16, 2021**

**FRANCHISE AGREEMENT**

**THIS AGREEMENT** effective this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**BETWEEN:**

**THE CORPORATION OF NORFOLK  
COUNTY**  
hereinafter called the “**Corporation**”

- and -

**SIX NATIONS NATURAL GAS COMPANY  
LIMITED**  
hereinafter called the “**Gas Company**”

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

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

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

**Part I – Definitions**

**1. In this Agreement:**

- a. “**decommissioned**” and “**decommissions**” when used in connection with parts of the gas system, mean any parts of the gas system taken out of active use and purged in accordance with the applicable CSA standards and in no way affects the use of the term ‘abandoned’ pipeline for the purposes of the *Assessment Act*;
- b. “**Engineer/Road Superintendent**” means the most senior individual employed by the Corporation with responsibilities for highways within the Municipality or the

person designated by such senior employee or such other person as may from time to time be designated by the Council of the Corporation;

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

## **Part II – Rights Granted**

### **2. To provide gas service:**

If the corporation has not previously received gas distribution services, 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. The rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law.
- b. 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 bylaws of general application, except by-laws which have the effect of amending this Agreement.

##### **14. Giving Notice**

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

##### **15. Disposition of Gas System**

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



decommissioned gas system and in that event Paragraph 12 applies to the cost of relocation.

## **16. Use of Decommissioned Gas System**

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

## **17. Franchise Handbook**

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

## **18. Other Conditions**

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

**19. Agreement Binding Parties**

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

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

**The Corporation of Norfolk County**

By: \_\_\_\_\_

Name: Kristal Chopp  
Title: Mayor

By: \_\_\_\_\_

Name: Teresa Olsen  
Title: Clerk

**Six Nations Natural Gas Limited**

By: \_\_\_\_\_

Name:  
Title:

**SCHEDULE C**

**CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR THE  
COUNTY OF BRANT**

**SIX NATIONS NATURAL GAS LIMITED**

**EB-2021-0238**

**DECEMBER 16, 2021**

**EB-2021-0238-C**

## **Certificate of Public Convenience and Necessity**

The Ontario Energy Board grants

### **Six Nations Natural Gas Limited**

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

### **County of Brant**

as it is constituted on the date of this Decision and Order, in the area:

1. Located on Concession 3, Burch Tract, Lot 37, Brantford Township, for 408 metres west of Bateman Line and for 2020 metres between Sour Springs Road and Burtch Road in Brant County.

**DATED** at Toronto, December 16, 2021

**ONTARIO ENERGY BOARD**


*Original Signed By*

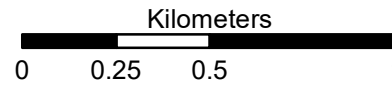
Pascale Duguay  
Manager, Natural Gas

**SCHEDULE D**  
**SERVICE TERRITORY MAP FOR THE COUNTY OF BRANT**  
**SIX NATIONS NATURAL GAS LIMITED**  
**EB-2021-0238**  
**DECEMBER 16, 2021**



2017 Orthophoto  
First Base Solutions Inc.

 Proposed Service Territories Bateman Line



**SCHEDULE E**

**CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR  
NORFOLK COUNTY**

**SIX NATIONS NATURAL GAS LIMITED**

**EB-2021-0238**

**DECEMBER 16, 2021**

**EB-2021-0238-E**

## **Certificate of Public Convenience and Necessity**

The Ontario Energy Board grants

### **Six Nations Natural Gas Limited**

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

### **Norfolk County**

as it is constituted on the date of this Decision and Order, in the area:

1. Located on Concession 2, Lot 23 & Concession 3, Lot 24 intersecting the Township of Townsend, for 210 metres south of Indian Line and for 1640 metres between Cemetery Road and County Line in Norfolk County.

**DATED** at Toronto, December 16, 2021

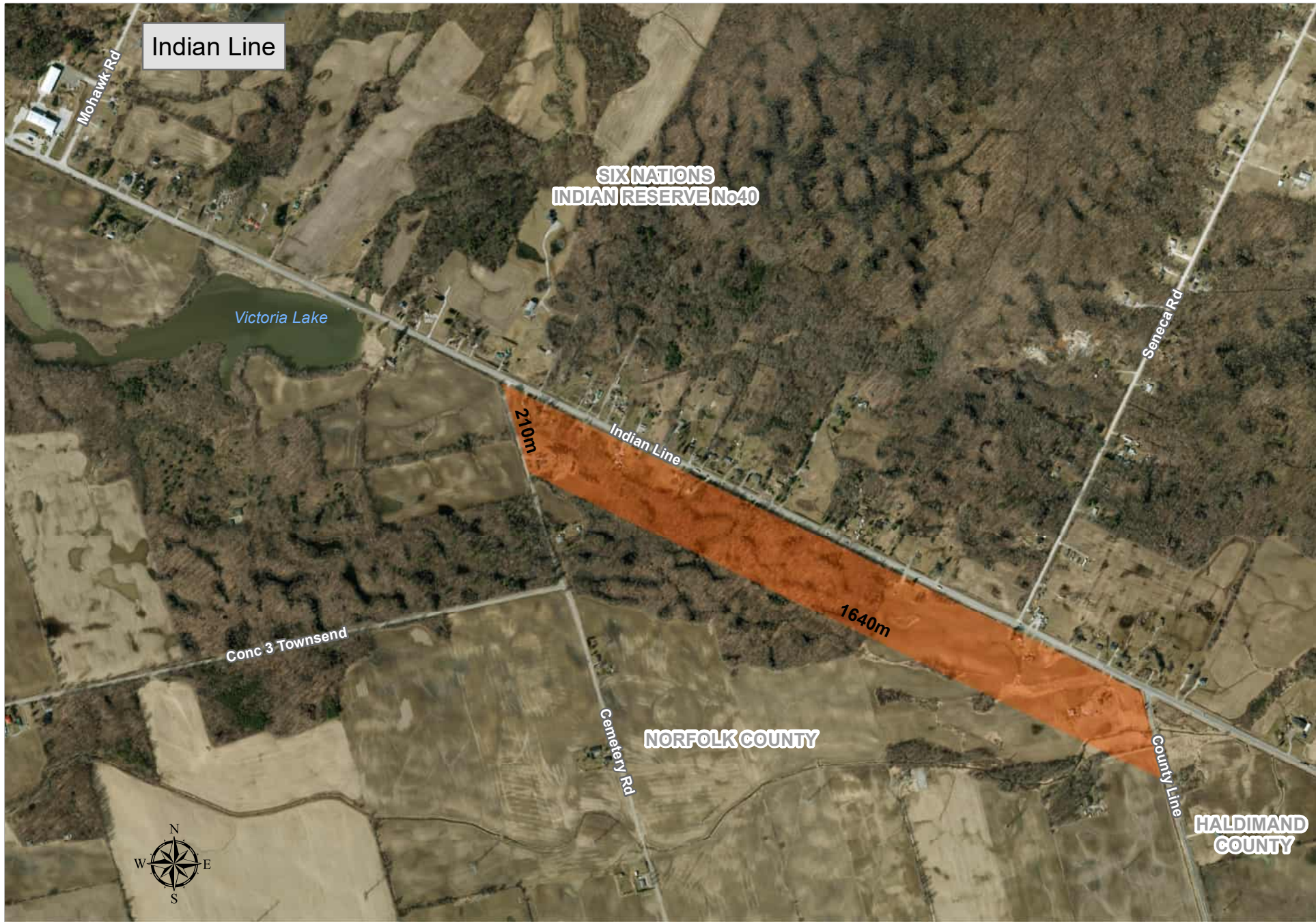
**ONTARIO ENERGY BOARD**

*Original Signed By*

Pascale Duguay  
Manager, Natural Gas



**SCHEDULE F**  
**SERVICE TERRITORY MAP FOR NORFOLK COUNTY**  
**SIX NATIONS NATURAL GAS LIMITED**  
**EB-2021-0238**  
**DECEMBER 16, 2021**



Indian Line

SIX NATIONS  
INDIAN RESERVE No40

Victoria Lake

210m

Indian Line

Seneca Rd

Conc 3 Townsend

1640m

Cemetery Rd

NORFOLK COUNTY

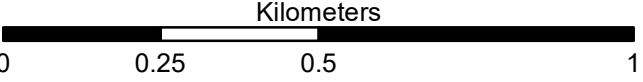
County Line

HALDIMAND  
COUNTY



2010 Orthophoto  
First Base Solutions Inc.

Proposed Service Territories Indian Line



**SCHEDULE G**

**CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR THE  
COUNTY OF BRANT**

**ENBRIDGE GAS INC.**

**EB-2021-0238**

**DECEMBER 16, 2021**

**EB-2021-0238-G**

## **Certificate of Public Convenience and Necessity**

The Ontario Energy Board grants

### **Enbridge Gas Inc.**

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

### **County of Brant**

as it is constituted on the date of this Decision and Order, except in the area:

1. Located on Concession 3, Burch Tract, Lot 37, Brantford Township, for 408 metres west of Bateman Line and for 2020 metres between Sour Springs Road and Burtch Road in Brant County.

**DATED** at Toronto, December 16, 2021

**ONTARIO ENERGY BOARD**

*Original Signed By*

Pascale Duguay  
Manager, Natural Gas

**SCHEDULE H**

**CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR  
NORFOLK COUNTY**

**ENBRIDGE GAS INC.**

**EB-2021-0238**

**DECEMBER 16, 2021**

## **Certificate of Public Convenience and Necessity**

The Ontario Energy Board grants

### **Enbridge Gas Inc.**

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

### **Norfolk County**

as it is constituted on the date of this Decision and Order, in the following areas:

All of the former Townships of Windham and Charlotteville

All of the former Townships of Woodhouse and Townsend, excluding those parts lying in Haldimand County and in the area:

- Located on Concession 3, Burch Tract, Lot 37, Brantford Township, for 408 metres west of Bateman Line and for 2020 metres between Sour Springs Road and Burtch Road in Brant County.

All of the former Township of Middleton, excluding those parts lying in Oxford County and excluding the following:

- Concession North Side of Talbot Road East – South quarter of Lots 142 and 143
- Concession South Side of Talbot Road East – All of Lots 142 and 143
- Concession 2 South Side of Talbot Road East – All of Lot 1

All of the former Township of Walsingham, excluding those parts lying in the following:

- The Whole of Marsh Lots 1 to 5 (Inclusive)
- Concession B – All of Lots 1 to 5 (Inclusive)
- Concession A – All of Lots 1 to 5 (Inclusive)
- Concessions 1 to 6 – All of Lots 1 to 5 (Inclusive)

- Concession 7 – All of Lots 1 and 3 (but including 220 and 230 8<sup>th</sup> Concession Road located within the northern half of Lot 3), and the south halves of Lots 2, 4 and 5
- Concession 8 – All of Lot 1
- Concession 11 – All of Lot 1
- Concession 12 – All of Lot 1
- Concession 13 – All of Lot 1
- Concession 14 – All of Lot 1

Former Township of Houghton:

- All of Gore Lot A
- The north half of Gore Lot B

**DATED** at Toronto, December 16, 2021

**ONTARIO ENERGY BOARD**

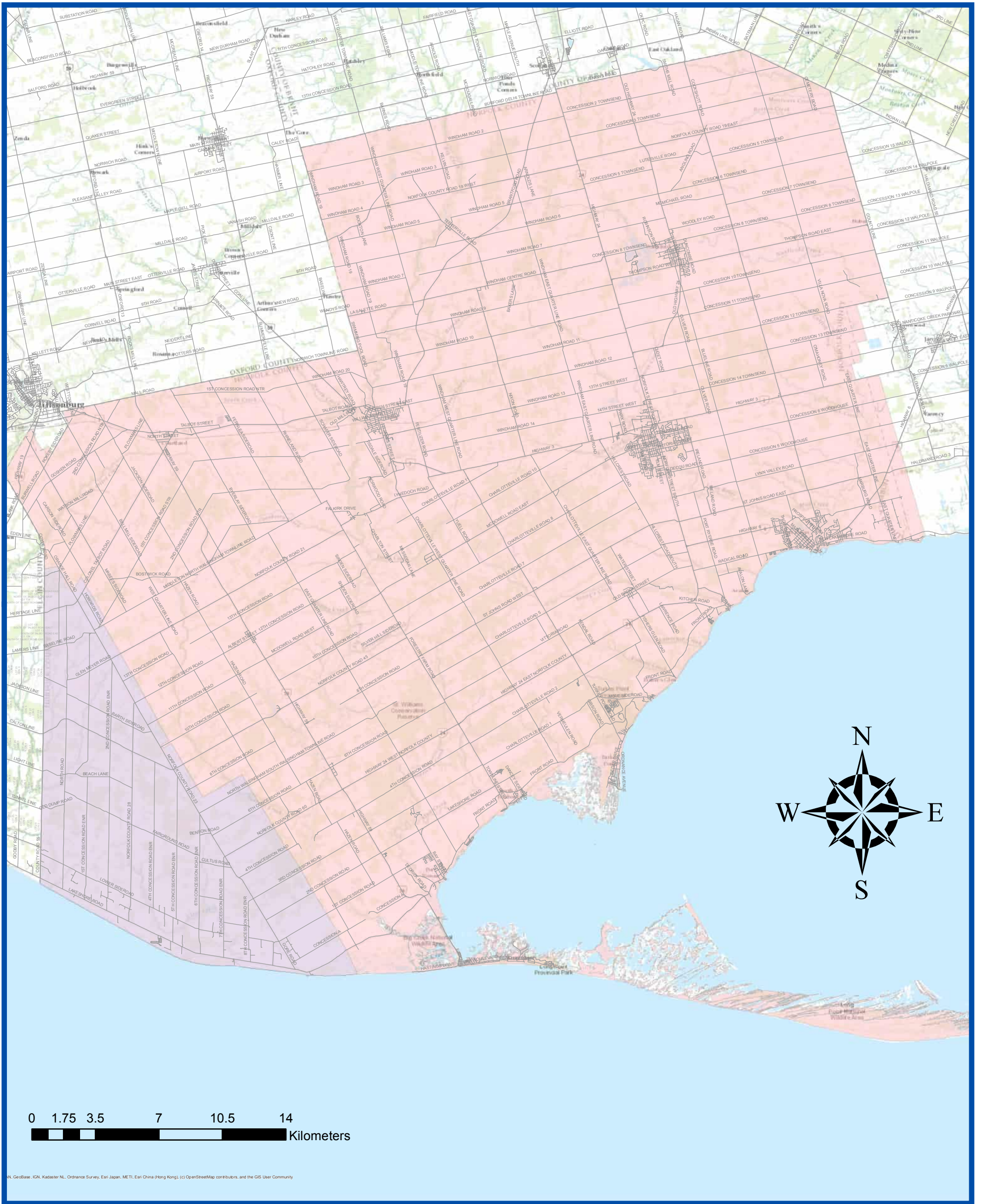
*Original Signed By*

Pascale Duguay  
Manager, Natural Gas

## **APPENDIX E – Mapping Information**



# EPCOR CPCN Certificate Area - Norfolk Township



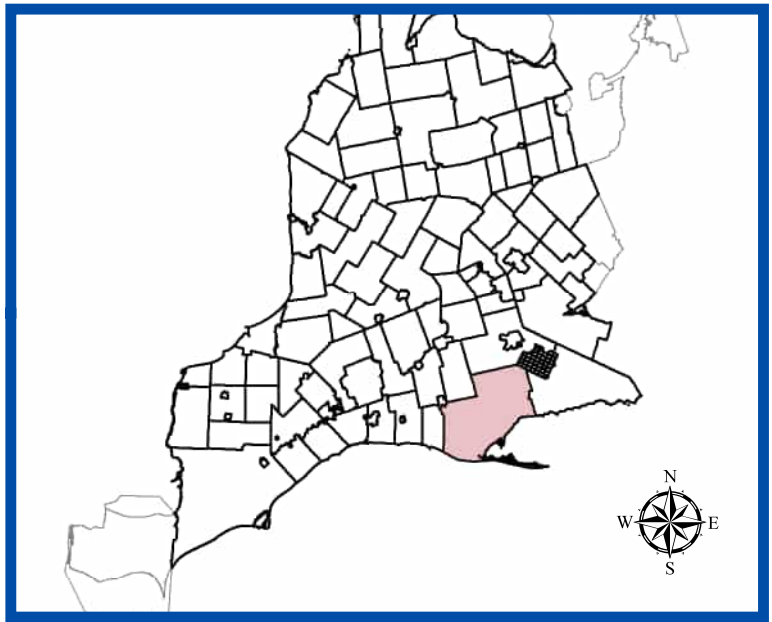
© GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

**Legend**

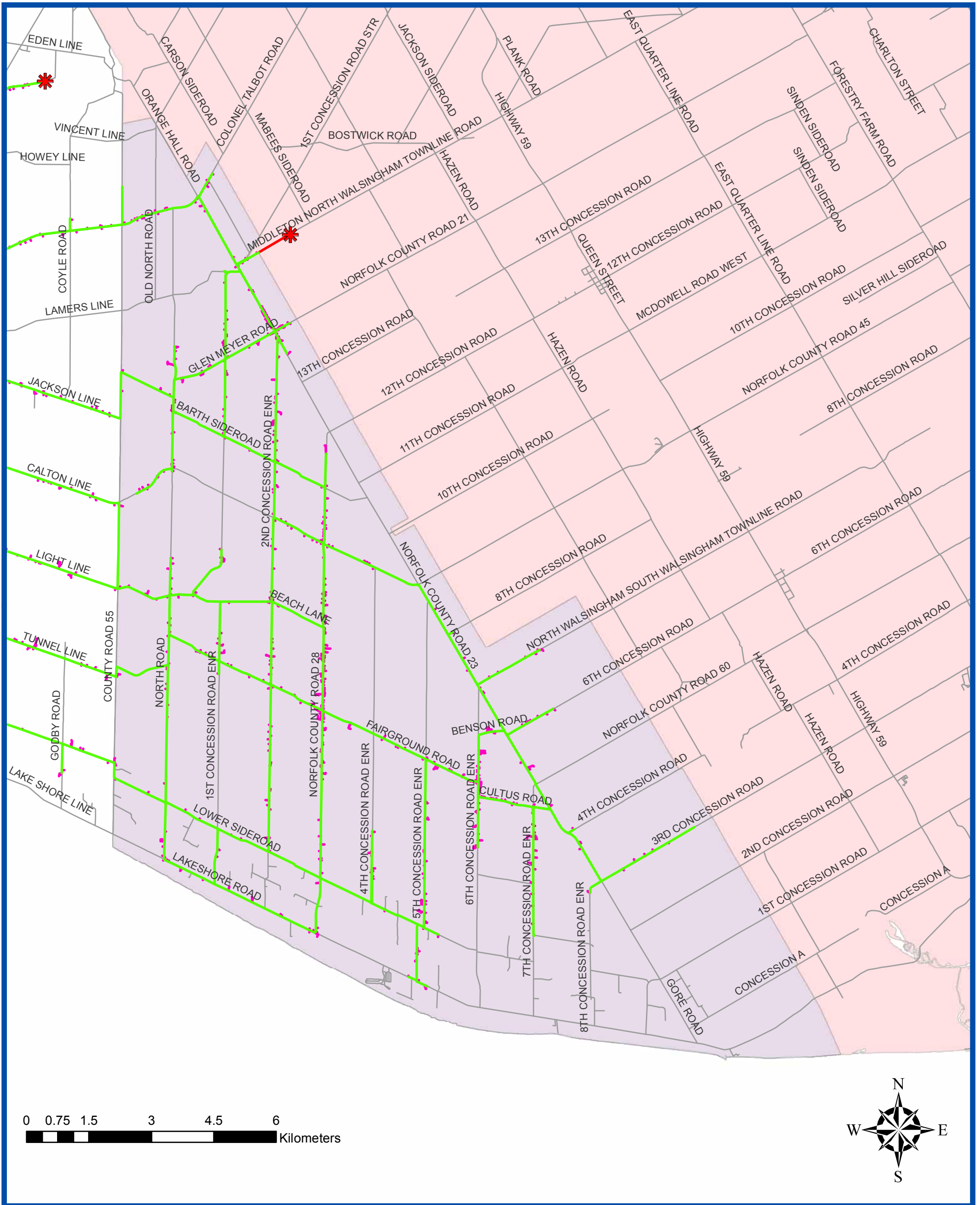
- Norfolk EPCOR Boundry
- Norfolk Boundary









EPCOR Natural Gas Limited Partnership



# EPCOR Infrastructure - Norfolk Township

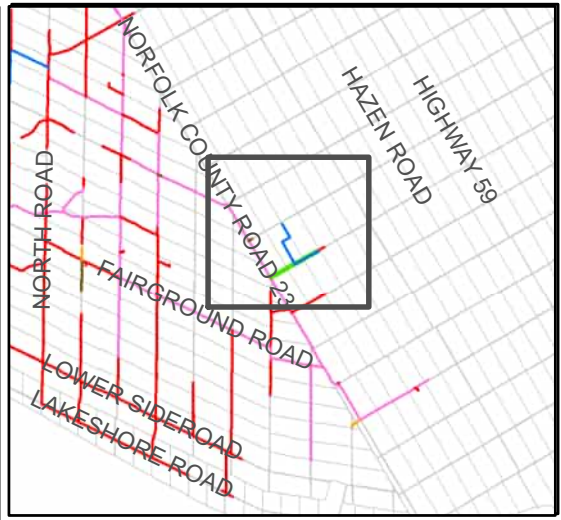
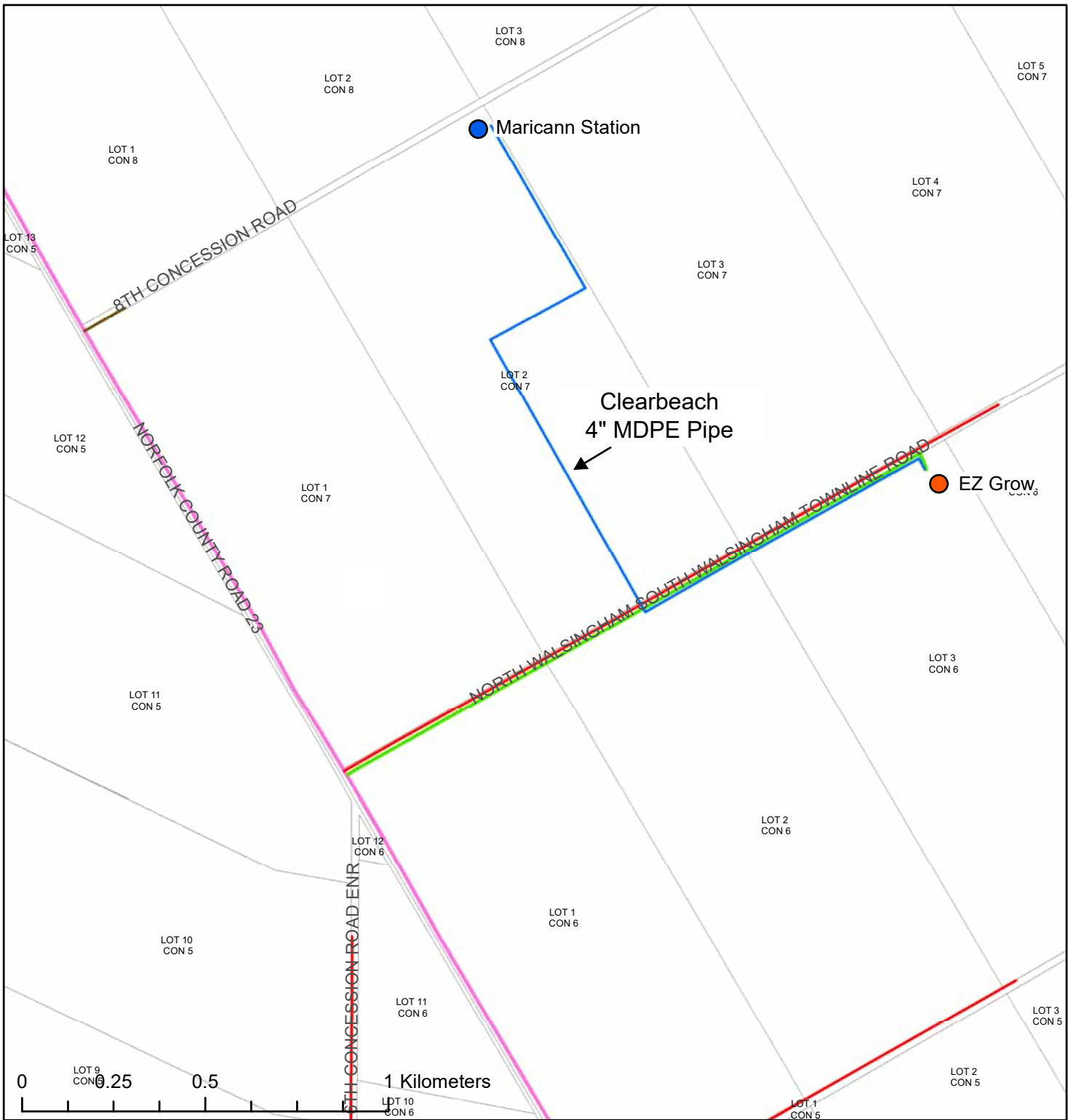


## Legend

-  Stations
-  Main Infrastructure
-  Service Infrastructure
-  Main Distribution Only
-  Norfolk EPCOR Boundry
-  Norfolk Boundary





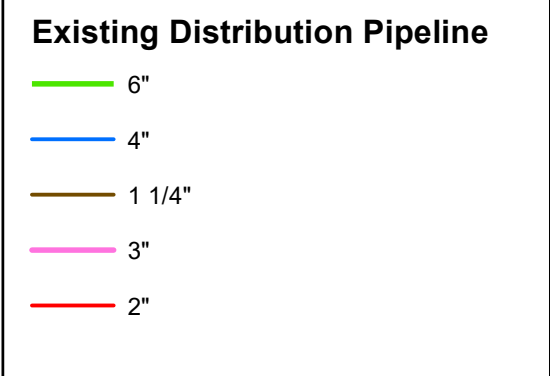


**Project:**  
 EPCOR Infrastructure  
 Norfolk, Ontario

To be used for planning purposes only

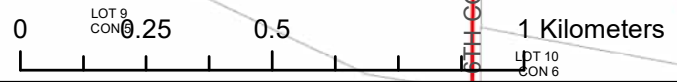
Locates must be completed for exact measurements

Date: 7/18/2024



N  


Map Scale 1:15000

## **APPENDIX F – Proposed CPCN**

## **Certificate of Public Convenience and Necessity**

The Ontario Energy Board grants

EPCOR Natural Gas Limited Partnership

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

### **Municipality of Norfolk**

as it is constituted on the date of this Decision and Order, in the following areas:

- Concession 7 - Lots 2 and 3 (excluding municipal addresses 220 and 230 8<sup>th</sup> Concession Road)
- Concession 7 - North Part of Lot 2

**DATED** at Toronto, \_\_\_\_\_, 2024.

**ONTARIO ENERGY BOARD**

*Original Signed By*

Registrar