

September 20, 2022

Ontario Energy Board
Attention: Nancy Marconi, Registrar
2300 Yonge Street, 27th Floor
Toronto, Ontario M4P 1E4

Sent Via: Email and RESS

Dear Ms. Marconi,


**RE: MATTER: Interrogatories of the County of Essex to Enbridge Gas Inc.
OEB FILE: EB-2022-0207**

Further to Procedural Order No. 1 of the Ontario Energy Board (the "**OEB**"), dated September 7, 2022, please find enclosed Interrogatories of the Corporation of the County of Essex (the "**County**") to Enbridge Gas Inc. ("**Enbridge**").

I confirm that this letter and the enclosed Interrogatories are being served on the individuals noted below and are being uploaded to the OEB's Regulatory Electronic Submission System.

I trust that the foregoing is satisfactory. However, please do not hesitate to contact me if you have any questions or concerns relating to this letter and the enclosed Interrogatories.

Yours truly,
OFFICE OF THE COUNTY SOLICITOR



DAVID M. SUNDIN
COUNTY SOLICITOR
DMS

Encl.: Interrogatories of the Intervenor

c.c. Enbridge via email:
Patrick McMahon – Patrick.McMahon@enbridge.com

c.c. OEB Case Manager via email:

Natalya Plummer – Natalya.Plummer@oeb.ca

c.c. OEB Counsel via email:

Richard Lanni – Richard.Lanni@oeb.ca

ONTARIO ENERGY BOARD

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

AND IN THE MATTER OF an application by Enbridge Gas Inc. for an Order approving the terms and conditions upon which, and the period for which, Enbridge Gas Inc. will be given 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 of Essex;

AND IN THE MATTER OF an Application by Enbridge Gas Inc. for an Order directing and declaring that the assent of the municipal electors of the County of Essex to the franchise agreement is not necessary.

**INTERROGATORIES OF THE INTERVENOR,
THE CORPORATION OF THE COUNTY OF ESSEX**

COUNTY – Q 1

Application, Page 1, paragraphs 1 and 2

Preamble: Enbridge Gas Inc. ("**Enbridge**") correctly points out that the Corporation of the County of Essex (the "**County**") is an upper-tier regional municipality comprised of seven (7) lower-tier municipalities. However, Enbridge is being misleading when it states that they serve 70,640 customers in the County. The County's jurisdiction is in rural areas, with Enbridge providing service to the limited number of rural users that front onto County Roads under the jurisdiction of the County. The vast bulk of the 70,640 customers referred to by Enbridge (with only Enbridge knowing the precise breakdown) are in rural areas governed by the lower-tier municipalities and the franchise agreements that are in place between Enbridge and the lower tier municipalities.

- a) Does Enbridge acknowledge that it has franchise agreements in place with the lower-tier municipalities of the County and that those franchise agreements govern the supply, transmission, and distribution of gas within urban areas in the County?
- b) Does Enbridge acknowledge that the Existing Franchise Agreement (as defined below) Enbridge has with the County only applies in rural areas under the jurisdiction of the County and not within urban areas under the jurisdiction of the lower-tier municipalities?

- c) Does Enbridge have a precise number of how many of its customers front on to County Roads with gas supply being governed by the terms of the Existing Franchise Agreement? If so, how many? If not, does Enbridge admit that the number of customers that fall under the jurisdiction of the County's Existing Franchise Agreement (as defined below) are a small fraction of the 70,640 customers of Enbridge in the County and its seven (7) lower-tier municipalities?
- d) Does Enbridge agree that the "distribution" to customers under the terms of the Existing Franchise Agreement (as defined below) is limited to those "whose land abuts on a [County Road] along or across which gas is carried"?
- e) Does Enbridge agree that except for the limited number of customers that abut County Roads, that the gas transported in its lines is used for "transmission" to the urban areas of the seven (7) lower tier municipalities and to the City of Windsor?

COUNTY – Q 2

Application, Pages 1 and 2, paragraphs 4 and 5

Preamble: Enbridge alleges that its current Franchise Agreement with the County, dated December 11, 1957 (the "**Existing Franchise Agreement**") only refers to the "transmission" of gas, but attempts to gloss over the fact that the Existing Franchise Agreement is in place for so long as the lines are used for the "transportation" of gas and that the Existing Franchise Agreement may provide gas to property owners abutting the line (i.e. "distribution").

- a) Does Enbridge agree that since the adoption of the Existing Franchise Agreement until the present that the line governed by the Existing Franchise Agreement have been used for the "transportation" of gas?
- b) Does Enbridge acknowledge that the "Certificate of Public Convenience and Necessity" issued by the Ontario Fuel Board, dated January 8, 1958 (the "**Certificate**"), provided permission for both the "transmission and/or distribution" of gas in the County?
- c) Does Enbridge acknowledge that it, and its predecessors, Union Gas Inc. and Union Gas Company of Canada, Limited ("**Union Gas**"), have been both transmitting (to the lower-tier municipalities and the City of Windsor) and distributing (to those that abut County Roads)

natural gas by the authority granted by the Existing Franchise Agreement since in or about 1958 until the present?

- d) Does Enbridge acknowledge that its predecessors, the Union Gas entities, never alleged that the Existing Franchise Agreement was invalidated by failing to specifically reference the term "distribution"?
- e) Does Enbridge agree that since 1958 until the present the lines of Union Gas and now Enbridge within the County have been "in actual use for the transportation of gas"?

COUNTY – Q 3

Application, Page 4, Paragraphs 18 and 19

Preamble: Enbridge states that the Existing Franchise Agreement requires that Enbridge pay all costs of relocation work requested by the County, which is contrary to the cost sharing mechanism provided for in the Model Franchise Agreement. While this statement is true, Enbridge fails to disclose that despite this language the practice of the County is to share costs in line with industry standards.

- a) Does Enbridge acknowledge that despite the language in the Existing Franchise Agreement that the County complies with industry standards regarding sharing of costs for relocation requests?

Dated: September 20, 2022

DAVID M. SUNDIN

LSO # 60296N

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LAWYER FOR THE INTERVENOR,
THE CORPORATION OF THE COUNTY
OF ESSEX

ENBRIDGE GAS INC. v. THE CORPORATION OF THE COUNTY OF ESSEX

ONTARIO ENERGY BOARD

**INTERROGATORIES OF THE INTERVENOR,
THE CORPORATION OF THE COUNTY OF ESSEX**

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