



Ontario
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BY EMAIL

January 12, 2023

Ms. Nancy Marconi
Registrar
Ontario Energy Board
2300 Yonge Street, 27th Floor
Toronto, ON M4P 1E4
Registrar@oeb.ca

Dear Ms. Marconi:

**Re: Enbridge Gas Inc. (Enbridge Gas)
Application for the Renewal of a Franchise Agreement with the Municipality
of Leamington
OEB File Number: EB-2022-0201**

In accordance with Procedural Order No. 2, please find attached OEB staff interrogatories on Enbridge Gas's reply evidence in the above proceeding. The attached document has been forwarded to the applicant and to all other registered parties to this proceeding.

Yours truly,

Original Signed By

Natalya Plummer
Analyst, Natural Gas

Encl.



OEB Staff Interrogatories

**Application for the Renewal of a Franchise Agreement with the
Municipality of Leamington**

EB-2022-0201

January 12, 2023

**OEB Staff Interrogatories
Enbridge Gas Inc.
EB-2022-0201**

Please note, Enbridge Gas Inc. is responsible for ensuring that all documents it files with the OEB, including responses to OEB staff interrogatories and any other supporting documentation, do not include personal information (as that phrase is defined in the *Freedom of Information and Protection of Privacy Act*), unless filed in accordance with rule 9A of the OEB's *Rules of Practice and Procedure*.

Staff.1 **Ref:** Reply Evidence of Enbridge Gas, page 2, paragraph 7-8

Preamble:

Enbridge Gas indicates that there have been instances in which Enbridge Gas has worked with municipalities to redesign drains as an alternative to relocating natural gas infrastructure, and this work has been done in accordance with the cost sharing provisions of the franchise agreement. In instances where natural gas infrastructure has been installed in a manner that impacts drainage infrastructure, and Enbridge Gas is responsible, then Enbridge Gas notes that they have paid 100% of the costs associated with relocation of the gas main.

Questions:

- a) Can Enbridge provide details in respect of Enbridge Gas' experience working with municipalities that have similar drainage issues or topography to that which the Municipality of Leamington experiences?
- b) Are there currently franchise agreements in place between Enbridge Gas and the municipalities described in subsection (a) that are based on the Model Franchise Agreement? Please identify any amendments made to these agreements that deviate from the Model Franchise Agreement.

Staff.2 **Ref:** Reply Evidence of Enbridge Gas, page 2, paragraph 7

Preamble:

Enbridge Gas indicates that in all municipalities in which it provides gas services, Enbridge Gas follows the provisions of the franchise agreement when it comes to sharing the costs incurred to relocate pipeline.

Questions:

- a) How does Enbridge Gas typically manage the interaction of natural gas infrastructure and underground assets other than drainage (e.g., water and sewage systems, cable, internet, etc.)?
- b) In Enbridge Gas's experience in managing circumstances described in subsection (a), how have the cost sharing provisions of the Model Franchise Agreement been applied? Where the Model Franchise Agreement has not been applied, please explain what other mechanisms exist that prescribe or impact cost sharing arrangements between a utility and a municipality? Have the terms of the Model Franchise Agreement been considered in the context of any other legislation or regulations?
- c) Is there a local "Utility Co-ordinating Committee" or similar group or body in the Municipality of Leamington whereby the owners and operators of underground assets and unique linear property assemble to discuss common issues with the municipality?

3.0 Staff. Ref: Reply Evidence of Enbridge Gas, page 1, paragraph 3
 Reply Evidence of Enbridge Gas, page 2, paragraph 9

Preamble:

Enbridge Gas notes that the current franchise agreement with the Municipality of Leamington is the Model Franchise Agreement without amendment. Enbridge Gas further states that the Municipality of Leamington has not provided information sufficient for Enbridge to respond to claims that the Municipality of Leamington has experienced conflicts with various utilities and drains along rights-of-way and along roadways, including conflicts that have arisen with Enbridge Gas' operations.

Questions:

- a) Please describe how Enbridge Gas has satisfied the requirements of paragraph 6 of the franchise agreement between the Municipality of Leamington and Enbridge Gas, the provision of as-built drawings to the Municipality of Leamington's Engineer or Road Superintendent.
- b) Does Enbridge Gas provide maps with sufficient detail to the Municipality of Leamington in order to address concerns that are related to the interaction of drainage and natural gas infrastructure?