



Enbridge Gas Inc.
50 Keil Drive North
Chatham, Ontario, Canada
N7M 5M1

September 17, 2024

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

Dear Ms. Marconi:

**Re: Enbridge Gas Inc.
Application for New Certificate of Public Convenience and Necessity – Town of
Oakville
Ontario Energy Board File No. EB-2024-0256**

In accordance with instructions set out by the Ontario Energy Board's Letter of Direction dated September 13, 2024, enclosed is my Affidavit of Service in regard to the above-noted proceeding.

Yours truly,

Gary Collins
Sr. Analyst Regulatory Research

Encl.

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 cancelling and superseding those parts of the F.B.C. 324 Certificate of Public Convenience and Necessity held by Enbridge Gas Inc. related to the former Town of Oakville and the parts of the former Township of Trafalgar that were merged into the Town of Oakville, and cancelling and superseding those parts of the E.B.C. 32 Certificate of Public Convenience and Necessity held by Enbridge Gas Inc. related to the former Town of Oakville and replacing them with a Certificate of Public Convenience and Necessity to construct works to supply natural gas in the current Town of Oakville.

-: AFFIDAVIT OF SERVICE :-

I, Gary Collins, of the Municipality of Southwest Middlesex, in the Province of Ontario, make oath and say as follows:

1. I am an employee in the Chatham Office of Enbridge Gas Inc., the Applicant in the matter referred to in the preamble to this my Affidavit and I have personal knowledge of the matters herein deposed to.
2. By courier on September 16, 2024, a true copy of the Notice of Hearing issued by the Ontario Energy Board on September 13, 2024 and a true copy of the Application dated August 19, 2024 to the above preamble, along with a cover letter, was sent to the Town of Oakville, attached hereto as Exhibit "A".
3. Pursuant to the September 13, 2024 Letter of Direction, a copy of the Notice, the application and evidence is available for public review upon request to Enbridge Gas and as evidenced by the print screen attached hereto as Exhibit "B" a copy of this material has been posted to the Enbridge Gas website at <https://www.enbridgegas.com/about-enbridge-gas/regulatory>
4. I make this Affidavit in good faith and for no improper purpose.

SWORN BEFORE ME, at the)
 City of Toronto in the Province)
 of Ontario this 17th day of)
 September 2024.)

 Gary Collins

 A Commissioner, etc.

This is Exhibit "A" to the Affidavit
of Gary Collins sworn before me
this 17th day of September 2024.

Town of Oakville
1225 Trafalgar Road
Oakville, ON L6H 0H3

(905) 845-6601

Attention: Vicki Tytaneck, Town Clerk

A Commissioner, etc

9/16/24, 10:22 AM

loomis-express.com/loomship/en/Shipping/PrintLabels?wbs=NET76469780

FROM/DE: UNION GAS 50 KEIL DR N APT/SUITE DOCK A CHATHAM, ONTARIO N7L3V9 519-436-4600 SIN: NET76469780 PIN: NET76469780 REF: P.MCMATHON WGT: 1.00 LBS DWT: 0.90 LBS DIM: 1X1X1 INCHES		TO/A: TOWN OF OAKVILLE 1225 TRAFALGAR ROAD OAKVILLE, ON L6H0H3 905-845-6601 ATTN: VICKI TYTANECK		 STANDARD TERMS AND CONDITIONS APPLY  NET76469780
INSTRUCTIONS:		GRD		
		PREPAID		

**L6H0H3
TORONTO**



NET76469780 LQL6H0H3AANET76469780 PIN: 1/1 DATE: 09/16/2024 LOOMIS-EXPRESS.COM





Enbridge Gas Inc.
50 Keil Drive North
Chatham, Ontario, Canada
N7M 5M1

September 16, 2024

Vicki Tytaneck, Town Clerk
Town of Oakville
1225 Trafalgar Road
Oakville, ON L6H 0H3

Dear Ms. Tytaneck:

**Re: Enbridge Gas Inc.
Application for New Certificate of Public Convenience and Necessity
Town of Oakville
Ontario Energy Board File No. EB-2024-0256**

In accordance with instructions set out by the Ontario Energy Board's Letter of Direction dated September 13, 2024, Enbridge Gas now serves upon you a copy of the Notice of Hearing together with a copy of the relevant Application for approval of a new Certificate of Public Convenience and Necessity (CPCN) for the Town of Oakville replacing the existing CPCNs held by Enbridge Gas for the former Town of Oakville and parts of the former Township of Trafalgar.

The Ontario Energy Board has arranged for publication of the Notice of Hearing on the www.insidehalton.com and the www.oakvillenews.org web sites between Thursday September 19, 2024 and Monday, September 30, 2024.

Yours truly,

[Original Signed By]

Patrick McMahon
Technical Manager
Regulatory Research and Records
patrick.mcmahon@enbridge.com
(519) 436-5325

Encl.

NOTICE OF A HEARING

Enbridge Gas Inc. has applied for a new certificate of public convenience and necessity for the Town of Oakville

Enbridge Gas Inc. (Enbridge Gas) is asking the OEB for:

- **An order cancelling parts of Enbridge Gas's existing certificates of public convenience and necessity (certificates) related to the former Town of Oakville and parts of the former Township of Trafalgar and replacing them with a new certificate to construct works to supply natural gas in the current Town of Oakville.** The new certificate is needed to address municipal boundary changes associated with past municipal amalgamations and annexations.

YOU SHOULD KNOW

THE ONTARIO ENERGY BOARD WILL HOLD A PUBLIC HEARING

There are three types of OEB Hearings: oral, electronic and written. If you have a preference for the type of hearing, you can write to us to explain why. During this hearing, we will question the applicant about its application. We will also hear questions and arguments from participants that have registered as Intervenor. After reviewing all the evidence, we will decide whether to approve this application.

HAVE YOUR SAY

You have the right to information about this application and to participate in the process. Visit www.oeb.ca/participate and use file number **EB-2024-0256** to:

- Review the application
- Apply to become an intervenor
- File a letter with your comments

IMPORTANT DATES

You must engage with the OEB on or before **October 10, 2024** to:

- Provide input on the hearing type (oral, electronic or written)
- Apply to be an intervenor

If you do not, the hearing will move forward without you, and you will not receive any further notice of the proceeding.

PRIVACY

If you write a letter of comment, your name and the content of your letter will be put on the public record and the OEB website. If you are a business or if you apply to become an intervenor, all the information you file will be on the OEB website.

LEARN MORE

Ontario Energy Board

■ /TTY: 1 877-632-2727

🕒 Monday - Friday: 8:30 AM - 5:00 PM

🌐 oeb.ca/participate

Enbridge Gas Inc.

■ 1 866-763-5427

🕒 Monday - Friday: 8:30 AM - 5:00 PM

🌐 enbridgegas.com

This hearing will be held under section 8 of the **Municipal Franchises Act**, R.S.O. 1990, c. M.55.

Ce document est aussi disponible en français.



Ontario
Energy
Board



Enbridge Gas Inc.
50 Keil Drive North
Chatham, Ontario, Canada
N7M 5M1

August 19, 2024

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

Dear Ms. Marconi:

**Re: Enbridge Gas Inc.
Application for Certificate of Public Convenience and Necessity
Town of Oakville**

Attached is an application by Enbridge Gas Inc. for Orders of the Ontario Energy Board with respect to a Certificate of Public Convenience and Necessity for the Town of Oakville.

Should you have any questions on this application, please do not hesitate to contact me. I look forward to the receipt of your instructions.

Yours truly,

**Patrick
McMahon**

Digitally signed by
Patrick McMahon
Date: 2024.08.19
14:19:21 -04'00'

Patrick McMahon
Technical Manager
Regulatory Research and Records
patrick.mcmahon@enbridge.com
(519) 436-5325

Encl.

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 cancelling and superseding those parts of the F.B.C. 324 Certificate of Public Convenience and Necessity held by Enbridge Gas Inc. related to the former Town of Oakville and the parts of the former Township of Trafalgar that were merged into the Town of Oakville, and cancelling and superseding those parts of the E.B.C. 32 Certificate of Public Convenience and Necessity held by Enbridge Gas Inc. related to the former Town of Oakville and replacing them with a Certificate of Public Convenience and Necessity to construct works to supply natural gas in the current Town of Oakville.

APPLICATION

1. Enbridge Gas Inc. (Enbridge Gas), a regulated public utility, is a corporation incorporated under the laws of the Province of Ontario, with its offices in the City of Toronto and the Municipality of Chatham-Kent.
2. The Corporation of the Town of Oakville is a municipal corporation incorporated under the laws of the Province of Ontario. Attached hereto and marked as Schedule "A" is a map showing the geographical location of the Town of Oakville and a customer density representation of Enbridge Gas' service area. Enbridge Gas currently serves approximately 68,100 customers in the Town of Oakville. Enbridge Gas has been providing gas distribution services within the Town of Oakville since approximately 1929.
3. The Town of Oakville is a lower-tier municipality located in the Regional Municipality of Halton. In 1962, the former Town of Oakville merged with its neighbouring villages (Bronte, Palermo, Sheridan) and parts of the former Township of Trafalgar to become the new Town of Oakville, reaching northwards to Steeles Avenue in the Town of Milton. In 1973, the restructuring of Halton County into the Regional Municipality of Halton brought the northern border of the Town of Oakville southwards to just north of the future Highway 407.
4. Enbridge Gas has a 20-year franchise agreement (EB-2009-0344) with the Town of Oakville effective November 30, 2009 (attached as Schedule "B"). Enbridge Gas has a Certificate of Public Convenience and Necessity (CPCN) issued by the Ontario Fuel Board dated June 24, 1959 (F.B.C. 324 attached as Schedule "C1") in place which pertains to operations within 14 municipalities including the former Town of Oakville and the former Township of Trafalgar, as well as a CPCN issued by the Ontario Energy Board dated June 10 1965 (E.B.C. 32 attached as Schedule "C2") which pertains to operations within 14 municipalities including the former Town of Oakville.

5. The Natural Gas Facilities Handbook (issued March 31, 2022) states the following:

3.6.2 Municipal Changes that do not affect another Person's Certificate Rights

If the boundaries of a person's existing certificate are affected by a municipal amalgamation or annexation, and no other person holds a certificate for any part of the newly amalgamated or annexed municipal territories, then the person should notify the OEB within 90 days of the date that the change takes effect to have the certificate amended to reflect the change. The OEB will not as a matter of course amend the territory covered by the person's existing certificate to include any additional service area that was added to the municipality through the amalgamation or annexation. The certificate would be amended to include the metes and bounds of the person's existing certificate. However, the certificate holder could also apply for a new certificate that would include any additional service area within the newly amalgamated territories.

6. Given that Enbridge Gas already holds the CPCN rights for all the lands that now make up the Town of Oakville (through our existing F.B.C. 324 and E.B.C. 32 CPCNs), there is no change to overall existing CPCN rights held by Enbridge Gas in this area. Enbridge Gas is not aware of any other person holding a CPCN for any part of the current Town of Oakville.
7. Enbridge Gas currently has franchise agreements with and CPCNs for the Regional Municipality of Halton, the City of Mississauga, the Town of Halton Hills, the Town of Milton and the City of Burlington which are immediately adjacent to the Town of Oakville. Enbridge Gas is not aware of any other natural gas distributor in or within the areas adjacent to the Town of Oakville.
8. The contact information of the Town of Oakville is as follows:

Town of Oakville
1225 Trafalgar Road
Oakville, ON L6H 0H3
Attention: Vicki Tytaneck, Town Clerk
Telephone: (905) 845-6601
Email: vicki.tytaneck@oakville.ca

The contact information for Enbridge Gas' regional operations office is:

Enbridge Gas Inc.
101 Honda Boulevard
Markham, ON L6C 0M6
Attention: David Edwards, Director, Regional Operations
Email: david.edwards@enbridge.com

9. Enbridge Gas now applies to the Ontario Energy Board for an Order pursuant to s.8 of the *Municipal Franchises Act* cancelling and superseding those parts of the F.B.C. 324 Certificate of Public Convenience and Necessity held by Enbridge Gas Inc. related to the former Town of Oakville and the parts of the former Township of Trafalgar that were merged into the Town of Oakville, and cancelling and superseding those parts of the E.B.C. 32 Certificate of Public Convenience and Necessity held by Enbridge Gas Inc. related to the former Town of Oakville and replacing them with a Certificate of Public Convenience and Necessity to construct works to supply natural gas in the current Town of Oakville.

DATED at the Municipality of Chatham-Kent, in the Province of Ontario this 19th day of August, 2024.

ENBRIDGE GAS INC.

Patrick
McMahon

Digitally signed by
Patrick McMahon

Date: 2024.08.19
14:17:12 -04'00'

Patrick McMahon
Technical Manager
Regulatory Research and Records

Comments respecting this Application should be directed to:

Mr. Patrick McMahon
Technical Manager, Regulatory Research and Records
Enbridge Gas Inc.
50 Keil Drive North
Chatham, ON N7M 5M1
patrick.mcmahon@enbridge.com
Telephone: (519) 436-5325

Location map



THE CORPORATION OF THE TOWN OF OAKVILLE

BY-LAW NUMBER 2009-107

A by-law to authorize a franchise agreement between
the Corporation of the Town of Oakville and Union Gas
Limited

WHEREAS the Council of the corporation of the Town of Oakville deems it expedient to enter into the franchise agreement attached in Schedule A (the "Franchise Agreement") with Union Gas Limited;

WHEREAS the Ontario Energy Board by its Order issued pursuant to the Municipal Franchises Act on the 23rd day of October, 2009 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:

COUNCIL ENACTS AS FOLLOWS:

1. **THAT** the Franchise Agreement between the Corporation of the Town of Oakville and Union 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 they are hereby authorized and instructed on behalf of the Corporation of the Town of Oakville to enter into and execute the Franchise Agreement, which is hereby incorporated into and forming part of this By-law.
3. **THAT** By-law 1979-030 be repealed.

PASSED this 30th day of November, 2009

[Original Signed By Rob Burton]

Rob Burton MAYOR

[Original Signed By Cathie Best]

Cathie L. Best CLERK

CERTIFIED TRUE COPY

[Original Signed By Victoria Tytaneck]

Victoria Susan Tytaneck
Assistant Clerk

2000 Model Franchise Agreement

THIS AGREEMENT effective this **30TH** day of **NOVEMBER**, 20**09**

BETWEEN:

THE CORPORATION OF THE TOWN OF OAKVILLE

hereinafter called the "Corporation"

- and -



uniongas

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.

or

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

Part III – Conditions

5. Approval of Construction

- (a) The Gas Company shall not undertake any excavation, opening or work which will disturb or interfere with the surface of the travelled portion of any highway unless a permit therefore 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 it is feasible, to provide the Gas Company with easements over that part of the highway proposed to be sold or closed sufficient to allow the Gas Company to preserve any part of the gas system in its then existing location. In the event that such easements cannot be provided, the Corporation and the Gas Company shall share the cost of relocating or altering the gas system to facilitate continuity of gas service, as provided for in Paragraph 12 of this Agreement.

12. Pipeline Relocation

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

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

Part IV - Procedural And Other Matters

13. Municipal By-laws of General Application

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

14. Giving Notice

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

15. Disposition of Gas System

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

loss, cost, expense or damage occasioned thereby. If the Gas Company has not removed the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in a highway, the Gas Company may elect to relocate the decommissioned gas system and in that event Paragraph 12 applies to the cost of relocation.

16. Use of Decommissioned Gas System

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

17. Franchise Handbook

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

18. **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
TOWN OF OAKVILLE**

Per: *[Original Signed By Rob Burton]*

Rob Burton, Mayor

Per: *[Original Signed By Cathie Best]*

Cathie L. Best, Clerk

UNION GAS LIMITED

Per: *[Original Signed By Rick Birmingham]*

Rick Birmingham, Vice President

Per: *[Original Signed By Joe Marra]*

~~Paul Rietdyk, Vice President~~
Joe Marra, Assistant Secretary

ONTARIO FUEL BOARD

Schedule C1

B E F O R E:

A. R. GROZIER,)	WEDNESDAY THE
Chairman)	
)	24TH DAY OF
J. J. WINGFELDER,)	
Vice-Chairman)	JUNE, A.D. 1959

IN THE MATTER OF The Municipal Franchises
Act, R.S.O. 1950, Chapter 249 as amended,

AND IN THE MATTER OF an Application by
United Gas Limited to the Ontario Fuel
Board for the approval of the Board to
construct works to supply and/or to
supply gas in the under-mentioned
municipalities

CORPORATION OF THE TOWN OF ACTON
CORPORATION OF THE TOWN OF BURLINGTON
CORPORATION OF THE TOWN OF DUNDAS
CORPORATION OF THE TOWN OF GEORGETOWN
CORPORATION OF THE TOWN OF MILTON
CORPORATION OF THE TOWN OF OAKVILLE
CORPORATION OF THE TOWN OF STONEY CREEK
CORPORATION OF THE TOWNSHIP OF ANCASTER
CORPORATION OF THE TOWNSHIP OF EAST FLAMBORO
CORPORATION OF THE TOWNSHIP OF ESQUESING
CORPORATION OF THE TOWNSHIP OF SALTFLEET
CORPORATION OF THE TOWNSHIP OF TRAFALGAR
CORPORATION OF THE TOWNSHIP OF WEST FLAMBORO
CORPORATION OF THE VILLAGE OF WATERDOWN

CERTIFICATE OF PUBLIC
CONVENIENCE & NECESSITY

Upon the application of United Gas Limited for a
Certificate pursuant to the provisions of The Municipal
Franchises Act, R.S.O. 1950, Chapter 249, Section 8 and
amendments thereto and upon the hearing of such application
by the Board at the Trafalgar Township Hall, Trafalgar,
Ontario on the 2nd day of June, 1959, after due notice
of such hearing had been given as directed by the Board,
in the presence of counsel for the Applicant and the Clerk
of the Town of Georgetown and upon considering all the
evidence and Exhibits produced at the hearing and hearing
what was alleged by counsel aforesaid;

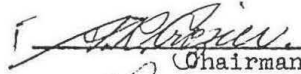
1. THIS BOARD DOTH ORDER that a Certificate of Public
Convenience and Necessity be and the same is hereby granted
to United Gas Limited to construct works to supply and to
supply natural gas to the inhabitants of the following
Municipalities:

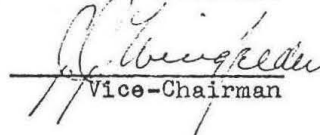
Corporation of the Town of Acton
Corporation of the Town of Burlington
Corporation of the Town of Dundas
Corporation of the Town of Georgetown
Corporation of the Town of Milton
Corporation of the Town of Oakville
Corporation of the Town of Stoney Creek
Corporation of the Township of Ancaster
Corporation of the Township of East Flamboro
Corporation of the Township of Esquesing
Corporation of the Township of Saltfleet
Corporation of the Township of Trafalgar
Corporation of the Township of West Flamboro
Corporation of the Village of Waterdown

2. AND THIS BOARD DOETH FURTHER ORDER that the costs of this Application be fixed at the sum of \$ 100⁰⁰ to be paid forthwith by the Applicant to the Board.

DATED this 24th day of June, 1959.

ONTARIO FUEL BOARD


Chairman


Vice-Chairman

ONTARIO ENERGY BOARD

Schedule C2

IN THE MATTER OF The Municipal Franchises Act, R.S.O. 1960, Chapter 255 and in particular Section 8 thereof;

AND IN THE MATTER OF an Application by Union Gas Company of Canada, Limited to the Ontario Energy Board for approval of the said Board to construct works to supply or supply natural gas in the undermentioned Municipalities.

BEFORE:

A. R. Crozier, Esquire,)	Wednesday, the 26th day of May,
Chairman,)	
and)	A.D. 1965.
D. M. Treadgold, Esquire,)	
Member.)	

BETWEEN:

UNION GAS COMPANY OF CANADA, LIMITED,

AND

THE CORPORATION OF THE COUNTY OF GREY,
 THE CORPORATION OF THE COUNTY OF HALTON,
 THE CORPORATION OF THE COUNTY OF HURON,
 THE CORPORATION OF THE COUNTY OF WELLINGTON,
 THE CORPORATION OF THE TOWN OF BURLINGTON,
 THE CORPORATION OF THE TOWN OF OAKVILLE,
 THE CORPORATION OF THE TOWNSHIP OF BEVERLY,
 THE CORPORATION OF THE TOWNSHIP OF BLENHEIM,
 THE CORPORATION OF THE TOWNSHIP OF EAST FLAMBOROUGH,
 THE CORPORATION OF THE TOWNSHIP OF EAST MISSOURI,
 THE CORPORATION OF THE TOWNSHIP OF EAST ZORRA,
 THE CORPORATION OF THE TOWNSHIP OF WEST FLAMBOROUGH,
 THE CORPORATION OF THE TOWNSHIP OF WEST ZORRA,
 THE CORPORATION OF THE TOWNSHIP OF BLANDFORD.

-:

O R D E R

:-

Upon the Application of Union Gas Company of Canada, Limited (hereinafter referred to as "Union"), dated the 29th day of March, 1965 for approval of the Board pursuant to Section 8 of The Municipal Franchises Act, R.S.O. 1960, Chapter 255, to construct works to supply and to supply gas in each of the above-named Municipalities; upon proof being filed that copies of the said Application had been duly served as directed by the Board and that copies of the Notice of Hearing were duly served and published as directed by the Board and this matter coming on for hearing before the Board at the Waterloo City Council Chambers in the City of Waterloo and County of Waterloo the 26th day of May, 1965 in the presence of Counsel for Union and no one else appearing; upon hearing the evidence adduced and reading the Exhibits filed and upon hearing Counsel aforesaid and the request of

and Oakville and the Townships of Beverly, Blandford, East Flamborough, East Nissouri, East Zorra, West Flamborough and West Zorra such approval be limited to the right to construct works to supply and to supply gas to any person engaged in the transmission and/or distribution of gas while with respect to the Counties of Grey, Huron and Wellington and the Township of Blenheim, such approval be without restriction and, the said Application being unopposed, upon request of Counsel aforesaid that the Board might deliver its Decision without written Reasons, this Board was pleased then to deliver its Decision granting the Application with the limitation aforesaid and providing for the issuance of this Order:

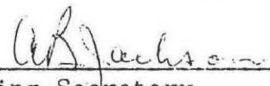
1. THIS BOARD DOTH ORDER that a Certificate of Public Convenience and Necessity be and the same is hereby granted to Union Gas Company of Canada, Limited to construct works to supply and to supply gas in the County of Halton, in the Towns of Burlington and Oakville and in the Townships of Beverly, Blandford, East Flamborough, East Nissouri, East Zorra, West Flamborough and West Zorra to any person engaged in the transmission and/or distribution of gas;

2. THIS BOARD DOTH FURTHER ORDER that a Certificate of Public Convenience and Necessity be and the same is hereby granted to Union Gas Company of Canada, Limited to construct works to supply and to supply gas in the Counties of Grey, Huron and Wellington and in the Township of Blenheim;

3. AND THIS BOARD DOTH FURTHER ORDER that the costs of these proceedings hereby fixed at the sum of \$ 150.00 shall be paid forthwith by Union Gas Company of Canada, Limited to the Board.

DATED at Toronto, Ontario, this 10th day of June, 1965.

ONTARIO ENERGY BOARD


Acting Secretary



[Home](#) / [About Us](#)

Regulatory Information

Enbridge Gas is a regulated company through the Ontario Energy Board and Canada Energy Regulator. You can view all of our rate case information and evidence – as well as the evidence we filed in other regulatory proceedings. Please note that we have not posted any evidence that was confidential or that required a non-disclosure agreement.

FRANCHISES✓	OTHER REGULATORY PROCEEDINGS	RATE CASES AND QRAM
-------------	------------------------------	---------------------

EB-2024-0260 - Township of Southwold - CPCN

[Application](#)

[Notice of Hearing](#)

EB-2024-0259 - City of Woodstock - CPCN

[Application](#)

[Notice of Hearing](#)

EB-2024-0256 - Town of Oakville - CPCN

[Application](#)

[Notice of Hearing](#)

EB-2024-0255 - Town of Minto - CPCN

[Application](#)

[Notice of Hearing](#)

EB-2024-0253 - City of Brantford - CPCN

EB-2024-0247 – Town of Grimsby - CPCN

This is Exhibit "B" to the Affidavit of Gary Collins sworn before me this 17th day of September 2024.

A Commissioner, etc