



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

September 30, 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 Renewal of Franchise Agreement
County of Lennox and Addington
Ontario Energy Board File No. EB-2024-0134**

Pursuant to Procedural Order No. 2, Enbridge Gas hereby submits responses to the information requests submitted by the Concerned Residents.

Should you have any questions on this submission, please do not hesitate to contact me.

Yours truly,

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

ENBRIDGE GAS INC.

Response to Interrogatory from
Concerned Residents

Reference: Proposed Agreement, para. 3;

City of Toronto Staff Report, *Impact of Bill 165 & Gas Utility Use of Public Property in Toronto*, May 13, 2024

Questions:

- a) Please confirm if Enbridge agrees or disagrees with the following statements from the above-referenced City of Toronto report. Please explain the response:
- (i) "Municipalities outside Ontario can and do charge gas utilities for use of the right of way (including Edmonton, Calgary and Regina) generating revenue between \$24 and \$97 per capita annually." (p. 2)
 - (ii) "Were the Province to amend its regulation and City Council decided to apply a land-based charge to Enbridge's use of the right of way, it could generate between \$73 million and \$293 million in total annual revenue based on the range of currently observed charges elsewhere." (p. 2)
 - (iii) "Applying a land-based charge could align with the need to transition away from fossil fuels and move toward lower carbon energy like electricity from Ontario's relatively clean grid and local renewable generation." (p. 3)
 - (iv) "Space in the right of way is limited, both above ground and below ground as this space is used to convey services like water, telecommunications, electricity, natural gas and for transit infrastructure. A key difference between the use of the right of way for natural gas and all other uses is that natural gas is a fossil fuel that causes climate change." (p. 8)
 - (v) "If widespread adoption of electric heating occurs in buildings sector and a number of customers disconnect from the natural gas grid, there could be an increase in the number of abandoned pipelines within Toronto." (p. 9)
 - (vi) "...cities in provinces outside Ontario are charging gas utilities for use of the right of way and gaining significant revenue by doing so." (p. 10)

Response:

In [Procedural Order No. 2](#), the OEB states:

The issues within the scope of this proceeding include any proposed amendment(s) to the terms and conditions of the franchise that may be warranted as a result of circumstances specific to the County. The OEB agrees with Enbridge Gas that any detailed discussion of generic changes to the Model Franchise Agreement is not in scope given this application is for one specific franchise agreement renewal.

Given the narrow scope of this proceeding, to address the renewal of a franchise agreement with the County of Lennox and Addington (County) that the County is supporting, and the fact that these questions do not relate to “any proposed amendment(s) to the terms and conditions of the franchise that may be warranted as a result of circumstances specific to the County”, Enbridge Gas declines to answer these questions.

ENBRIDGE GAS INC.

Response to Interrogatory from
Concerned Residents

Reference: Proposed Agreement, para. 3;

Questions:

- a) Please confirm that the City of Toronto passed a motion to “request the Minister of Municipal Affairs and Housing to amend Ontario Regulation 595/06, FEES AND CHARGES, to allow the City to charge gas utilities for their use of public lands as Edmonton, Calgary, Regina and Winnipeg do, in order to fund infrastructure resilience against the impacts of climate change.” If not, please explain why not.¹
- b) Please confirm that the City of Ottawa has made a similar request.²
- c) Please confirm that there is an equivalent regulation under the *Municipal Act* regarding fees for use of public land.³
- d) Is Enbridge aware of any other similar requests being made?
- e) Does Enbridge oppose the request by the City of Toronto?
- f) Does Enbridge have any information to suggest whether or not the City of Toronto's request will be granted? If yes, please file that information.

Response:

In [Procedural Order No. 2](#), the OEB states:

The issues within the scope of this proceeding include any proposed amendment(s) to the terms and conditions of the franchise that may be warranted as a result of circumstances specific to the County. The OEB agrees with Enbridge Gas that any detailed discussion of generic changes to the Model Franchise Agreement is not in scope given this application is for one specific franchise agreement renewal.

Given the narrow scope of this proceeding, to address the renewal of a franchise agreement with the County of Lennox and Addington (County) that the County is supporting, and the fact that these questions do not relate to “any proposed amendment(s) to the terms and conditions of the franchise that may be warranted as a result of circumstances specific to the County”, Enbridge Gas declines to answer these questions.

¹ <https://secure.toronto.ca/council/agenda-item.do?item=2024.IE14.9>

² https://documents.ottawa.ca/sites/documents/files/jimwatsonletter_toddsmith_en.pdf

³ <https://www.ontario.ca/laws/regulation/060584>, s. 9.

ENBRIDGE GAS INC.

Response to Interrogatory from
Concerned Residents

Reference: Proposed Agreement, para. 3;

City of Toronto Staff Report, *Impact of Bill 165 & Gas Utility Use of Public Property in Toronto*, May 13, 2024

Questions:

- a) Please review the factual statements regarding fees for use of public property for gas infrastructure on pages 2 to 3 and 8 to 12 of the above-reference City of Toronto report and advise if Enbridge disagrees with any such statements. If yes, please provide a table with an excerpt of the statement and an explanation of why Enbridge disagrees.
- b) Does Enbridge believe that the City of Toronto is a trustworthy source of information on fees for use of municipal highways?
- c) Does Enbridge believe that the City of Toronto is an authoritative source of information on fees for use of municipal highways?

Response:

In [Procedural Order No. 2](#), the OEB states:

The issues within the scope of this proceeding include any proposed amendment(s) to the terms and conditions of the franchise that may be warranted as a result of circumstances specific to the County. The OEB agrees with Enbridge Gas that any detailed discussion of generic changes to the Model Franchise Agreement is not in scope given this application is for one specific franchise agreement renewal.

Given the narrow scope of this proceeding, to address the renewal of a franchise agreement with the County of Lennox and Addington (County) that the County is supporting, and the fact that these questions do not relate to “any proposed amendment(s) to the terms and conditions of the franchise that may be warranted as a result of circumstances specific to the County”, Enbridge Gas declines to answer these questions.

ENBRIDGE GAS INC.

Response to Interrogatory from
Concerned Residents

Reference: Proposed Agreement, para. 3;

Preamble:

Section 9 of O. Reg. 548/06 reads as follows:

9. A municipality and a local board do not have power under the Act to impose a fee or charge on a generator, transmitter, distributor or retailer, as these terms are defined in section 2 of the Electricity Act, 1998, or on a producer, gas distributor, gas transmitter or storage company, as these terms are defined in section 3 of the Ontario Energy Board Act, 1998, for services or activities, costs payable or the use of property with respect to wires, cables, poles, conduits, pipes, equipment, machinery or other works that,

(a) are or will be located on a municipal highway; and

(b) are or will be used as part of the business of the generator, transmitter, distributor, retailer, producer, gas distributor, gas transmitter or storage company, as the case may be.

Questions:

- a) The section prohibits fees for works that are or will be located “on” a municipal highway. The section does not prohibit fees for works that are or will be located under a municipal highway. Please provide Enbridge’s position on the meaning of this section and whether it prohibits fees for use of a municipal highway for pipelines under the a municipal higher. Please provide any support for Enbridge’s position, including any case law or documents tracing the development of the section.
- b) Please file submissions that Enbridge and its predecessor corporations provided to government officials regarding the passage of O. Reg. 548/06.

Response:

Given the quotation provided, Enbridge Gas assumes that the reference being made is to O. Reg. 584/06 of the *Municipal Act* and not to O. Reg. 548/06 of the *Planning Act*.

In [Procedural Order No. 2](#), the OEB states:

The issues within the scope of this proceeding include any proposed amendment(s) to the terms and conditions of the franchise that may be warranted as a result of circumstances specific to the County. The OEB agrees

with Enbridge Gas that any detailed discussion of generic changes to the Model Franchise Agreement is not in scope given this application is for one specific franchise agreement renewal.

Given the narrow scope of this proceeding, to address the renewal of a franchise agreement with the County of Lennox and Addington (County) that the County is supporting, and the fact that these questions do not relate to “any proposed amendment(s) to the terms and conditions of the franchise that may be warranted as a result of circumstances specific to the County”, Enbridge Gas declines to answer these questions.

ENBRIDGE GAS INC.

Response to Interrogatory from
Concerned Residents

Reference: Proposed Agreement, para. 3;

Questions:

- a) Please provide Enbridge's understanding of paragraph 3 of the proposed Franchise Agreement.
- b) If the province were to amend s. 9 of O. Reg. 548/06 to remove any potential prohibition on municipalities charging fees to gas distributors for use of a municipal highway during the term of the proposed franchise agreement, would the County be able to charge fees for Enbridge to locate works on a municipal highway despite s. 3 of the proposed agreement.

Response:

- a) Enbridge Gas understands paragraph 3 of the franchise agreement to mean that, subject to the terms and conditions of the franchise agreement, the consent of the County of Lennox and Addington (County) is granted to the Enbridge Gas to enter upon all highways now or at any time hereafter under the jurisdiction of the County 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 County.
- b) Given the reference provided, Enbridge Gas assumes that the reference being made is to O. Reg. 584/06 of the *Municipal Act* and not to O. Reg. 548/06 of the *Planning Act*.

This question is speculative and Enbridge Gas is not aware of any stated intentions of the province to amend section 9 of O. Reg. 584/06.

ENBRIDGE GAS INC.

Response to Interrogatory from
Concerned Residents

Reference: Proposed Agreement

Questions:

Proposed Agreement, para. 3

- a) Please confirm that municipalities are allowed to charge for use of municipal highways for the pipes involved in district energy (e.g. distributed geothermal). If the team responding to this interrogatory is unsure, we ask that they confer with staff involved with the Enbridge Sustain program.
- b) Please confirm that some municipalities do charge for this.

Response:

In [Procedural Order No. 2](#), the OEB states:

The issues within the scope of this proceeding include any proposed amendment(s) to the terms and conditions of the franchise that may be warranted as a result of circumstances specific to the County. The OEB agrees with Enbridge Gas that any detailed discussion of generic changes to the Model Franchise Agreement is not in scope given this application is for one specific franchise agreement renewal.

Given the narrow scope of this proceeding, to address the renewal of a franchise agreement with the County of Lennox and Addington (County) that the County is supporting, and the fact that these questions do not relate to “any proposed amendment(s) to the terms and conditions of the franchise that may be warranted as a result of circumstances specific to the County”, Enbridge Gas declines to answer these questions.

ENBRIDGE GAS INC.

Response to Interrogatory from
Concerned Residents

Reference: Proposed Agreement

Preamble:

For each of the questions below, please assume that the County is agreeable to the proposed term.

Questions:

- a) Would Enbridge agree to the following term for the County's Franchise Agreement:
 - 3.1 If O. Reg. 548/06 is amended to remove the prohibition on municipalities charging fees to gas distributors for the use of property with respect to pipes or works that are or will be located on a municipal highway, the Corporation may charge fees for the use of highways and may apply to the Ontario Energy Board (or an alternative body if so required by law) to set those fees.
- b) Would Enbridge agree to the following term for the County's Franchise Agreement:
 - 3.1 If O. Reg. 548/06 is amended to remove the prohibition on municipalities charging fees to gas distributors for the use of property with respect to pipes or works that are or will be located on a municipal highway, the Gas Company shall pay any such fees duly enacted by the Corporation but may terminate its agreement accordingly.
- c) If Enbridge would not agree to either of the above terms, would it agree to alternative terms that would avoid the possibility that the County be unable to charge fees for use of the highways due to the franchise agreement even if O. Reg. 548/06 was amended? If Enbridge believes that no such term would be warranted, please explain.

Response:

Given the reference provided, Enbridge Gas assumes that the reference being made is to O. Reg. 584/06 of the *Municipal Act* and not to O. Reg. 548/06 of the *Planning Act*.

As the County did not raise any concerns with Enbridge Gas about O. Reg. 584/06, Enbridge Gas has no basis to assume that the County would be agreeable to the proposed terms in these questions. Enbridge Gas also understands from Procedural Order No. 2 that any detailed discussion of generic changes to the model franchise agreement is not in scope for the hearing of this application.

In any event, Enbridge Gas does not believe that it would be appropriate for the OEB to consider changes to the model franchise agreement and other such issues in an ad hoc and narrow manner as is being suggested by the Concerned Residents as part of this application. If the OEB were to consider generic issues in relation to the model franchise agreement, such consideration must include an opportunity for other stakeholders to participate, including other municipalities, gas

ratepayers and gas distribution utilities at a minimum. Importantly, the OEB has not contemplated convening any such generic hearing within its planned activities in its business plan.

ENBRIDGE GAS INC.

Response to Interrogatory from
Concerned Residents

Reference: Proposed Agreement, para. 12

Questions:

- a) Please explain why the County should pay 35% of the costs to relocate Enbridge pipelines if they conflict with municipal works even though Enbridge pays no land-based fees to use the land under highways?
- b) Please explain why taxpayers should pay 100% of the costs to relocate Enbridge pipelines if they conflict with public works that are not municipal works even though Enbridge pays no land-based fees to use the land under highways?
- c) Would Enbridge agree to a term that would make the payment terms set out in the paragraph 12 of the agreement apply to all public works, with the level of government constructing said works paying the 35% contribution? Please explain.
- d) Would Enbridge agree to a term that would make the payment terms set out in the paragraph 12 of the agreement apply to all public works, with taxpayers not needing to pay any contribution?

Response:

Given that each of these questions relate to the model franchise agreement, please see the response at Exhibit EGI-ED-7.

ENBRIDGE GAS INC.

Response to Interrogatory from
Concerned Residents

Reference: Proposed Agreement, para. 3

Questions:

- a) Please confirm that the combustion of natural gas creates approximately one-third of Ontario's greenhouse gas emissions.
- b) Please confirm that upstream emissions add over 40% in additional emissions on top of the combustion emissions for fossil methane gas based on the default value for the Clean Fuel Standard.¹
- c) Please confirm that a tonne of methane is estimated to have 84 times the warming power of carbon dioxide over a 20-year period.²

Response:

In [Procedural Order No. 2](#), the OEB states:

The issues within the scope of this proceeding include any proposed amendment(s) to the terms and conditions of the franchise that may be warranted as a result of circumstances specific to the County. The OEB agrees with Enbridge Gas that any detailed discussion of generic changes to the Model Franchise Agreement is not in scope given this application is for one specific franchise agreement renewal.

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¹ *Clean Fuel Regulations*, SOR/2022-140, Schedule 6, s. 8(d) ([link](#), PDF p. 170); Exhibit L, p. 11 ([link](#)); EB-2020-0066, Exhibit JT1.7 ([link](#), PDF p. 398); The default carbon intensity is 68 gCO₂e/MJ for natural gas, this number can be broken out further to 48 gCO₂e/GJ for emissions from end-use combustion, and 20 gCO₂e/MJ related to upstream extraction, processing, transportation and distribution.

² Environment and Climate Change Canada ([link](#), Ex. K2.2, PDF p. 302).

ENBRIDGE GAS INC.

Response to Interrogatory from
Concerned Residents

Reference: Proposed Agreement, para. 3

Questions:

- a) Please provide a table listing all municipal franchise agreements entered into since 2000 that have any wording that differs from the model agreement. Please include a column showing the difference in redline.
- b) Does Enbridge believe there would be some benefit to reviewing the model franchise agreement seeing as the generic hearing that set the terms for the current version of the model agreement took place approximately 25 years ago.

Response:

In [Procedural Order No. 2](#), the OEB states:

The issues within the scope of this proceeding include any proposed amendment(s) to the terms and conditions of the franchise that may be warranted as a result of circumstances specific to the County. The OEB agrees with Enbridge Gas that any detailed discussion of generic changes to the Model Franchise Agreement is not in scope given this application is for one specific franchise agreement renewal.

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ENBRIDGE GAS INC.

Response to Interrogatory from
Concerned Residents

Reference: Proposed Agreement, para. 3

Questions:

- a) Please provide a copy of all correspondence with the County regarding the Franchise Agreement.
- b) Did Enbridge discuss the issue of fees for use of the highways with the County? If yes, what was said?
- c) Did the discussions regarding the proposed agreement address the possibility of future amendments to s. 9 of O. Reg. 548/06 to allow such fees to be charged?
- d) Was the County aware of efforts by other municipalities to secure those amendments?

Response:

- a) Please see the following attachments:
 - 1. January 8, 2024 – Email from Enbridge Gas to municipality initiating franchise agreement renewal discussions.
 - 2. January 9, 2024 – Email from municipality to Enbridge Gas regarding issues with model franchise agreement.
 - 3. January 15, 2024 – Email from municipality to Enbridge Gas regarding bylaws to appeal
 - 4. March 21, 2024 – Email from municipality to Enbridge Gas regarding first and second readings of franchise agreement bylaw.
 - 5. April 29, 2024 – Letter to municipality from Enbridge Gas with Notice of Hearing
 - 6. July 23, 2024 – Letter to municipality from Enbridge Gas regarding Procedural Order No. 1.
 - 7. August 8, 2024 – Email from Enbridge Gas to municipality providing update of hearing process
 - 8. September 6, 2024 – Email from Enbridge Gas to municipality regarding Procedural Order No. 2.
 - 9. September 12, 2024 – Email from Enbridge Gas to municipality regarding role of an intervenor.
 - 10. September 12, 2024 – Email from Enbridge Gas to municipality regarding introduction of new municipal engagement advisor.
 - 11. September 17, 2024 – Email from Enbridge Gas to municipality regarding introduction of new municipal engagement advisor.
 - 12. September 24, 2024 – Email from Enbridge Gas to municipality regarding submissions of Concerned Citizens and Enbridge Gas.

- b) No.
- c) No. (Enbridge Gas assumes that the reference being made is to O. Reg. 584/06 of the *Municipal Act* and not to O. Reg. 548/06 of the *Planning Act*.)
- d) Enbridge Gas does not know what the County of Lennox and Addington is aware of with respect to the efforts of other municipalities.

From: Matthew Wilson <matthew.wilson@enbridge.com>
Sent: Monday, January 8, 2024 3:14 PM
To: Brenda Orchard <borchard@lennox-addington.on.ca>
Subject: EXTERNAL: RE: franchise agreement renewal Enbridge

Hi Brenda,

Happy new year.

As promised before the break, please find attached the necessary documentation for the franchise renewal process:

1. Franchise Agreement Renewal Documents: (the first four attachments, in order)
 - Guidelines to Municipalities Respecting the Renewal of Franchise Agreements
 - Draft Resolution of the municipality
 - Draft By-Law of the municipality
 - 2000 Model Franchise Agreement with Enbridge Gas Inc.
2. Historical Background: (fifth attachment)
 - a copy of the current By-Law 2997/04 (passed on December 8, 2004) and the current Franchise Agreement effective December 8, 2004
3. Reference Documents: (sixth attachment and final attachment, map)
 - a copy of the Gas Franchise Handbook (an explanatory supplement to the 2000 Model Franchise Agreement)
 - customer density map for areas served within the County of Lennox and Addington

Apologies in advance for the dump of material. You might get a kick out of the fact that one of the authors of the Gas Franchise Handbook was Pat Vanini, which despite being 20 plus years old, is still in use!

I will be in Napanee this Friday (Jan 12) to meet with the EOWC on another matter. I'd be happy to stop in and meet with you if you have any questions related to the above.

Many thanks in advance for your help with this Brenda.

Matthew Wilson (he/him)

Senior Advisor, Municipal and Stakeholder Engagement

Public Affairs and Communications



ENBRIDGE GAS INC.

Cell: 343-596-4605

400 Coventry Rd, Ottawa, ON K1K 2C7

[enbridge.com](https://www.enbridge.com)

Safety. Integrity. Respect. Inclusion.

From: Chris Wagar <cwagar@lennox-addington.on.ca>

Sent: Tuesday, January 9, 2024 4:08 PM

To: Matthew Wilson <matthew.wilson@enbridge.com>

Cc: Brenda Orchard <borchard@lennox-addington.on.ca>; Dan Baxter <dbaxter@lennox-addington.on.ca>

Subject: RE: franchise agreement renewal Enbridge

Matthew,

Thanks for reaching out to the County to enter into a franchise agreement with Enbridge. I have reviewed the proposed agreement with staff and we generally support the agreement. This said, I would like to confirm or expand on the wording of the agreement to cover examples that have been encountered with the Gas Company's plant over the past several years.

Examples:

1. Gas main was to be installed 1.0m behind the curb on an urban road. When reconstructing this road, including watermain (0.3m in front of the curb), the gas main was encountered directly over the watermain for the entire length of the reconstruction and only 6" below curb. This resulted in an additional cost to the municipality to support the gas main for the duration of the watermain replacement as only Enbridge/Union Gas would pay for 50% of the works.
2. Gas main was installed by directional boring along and across an urban road. During reconstruction of the road, the gas main was encountered above the approved installation depths and had been bored directly through our storm system at various locations. This resulted in an additional cost to the municipality to support the gas main and relocate our infrastructure to remove the conflict with no compensation from Enbridge/Union Gas.
3. Gas main was installed in 2018 on a County Road by means of directional boring. The gas main was not installed at the design/approved depths resulting in a hump across the entire pavement section similar to a small speed bump. We have asked that this section be re-graded and repaved. Nothing has been completed to date.
4. Gas main was installed in 2023 on a County Road by means of a directional bore. This road had newer pavement and our permit stated that no road cuts were permitted. The gas main was not installed at the design/approved depths and they completed an excavation/cut to install in our new road. County staff asked that this main be lowered to design/approved depths. Enbridge now wants to abandon this service line and connect at a different location thus not requiring the excavation. We have been left with a road cut that has not been properly repaired. It was repaired with cold patch instead of asphalt and at a time when asphalt was ready available.

Can Enbridge revise or add wording to reflect the scenario in example 1? We believe that all of this expense should have been the responsibility of the Gas Company. Section 5 (h) can be enhanced by adding “should the gas plant deviate from the approved location, the Gas Company shall be responsible for 100% of all associated costs including the relocation of the gas plant (if needed) and rehabilitation to existing infrastructure. Additionally, can you please confirm that Section 8 Restoration would apply to examples 2, 3, and 4. Thus allowing the County to have a contractor repair these sections to the satisfaction of the County? If so, why are we at this stage with little to no co-operation from the Gas Company.

In an effort to increase communication and co-operation between the parties, staff would like to see wording in the agreement that the Gas Company shall meet with the Corporation at least once per calendar year to review/discuss short and long term capital plans. This will help with reducing costs for both parties and mitigate delays and inconveniences during the construction phase.

I would be happy to chat further should you have any questions or concerns.

Thanks

Chris Wagar

Director, Infrastructure Services
County of Lennox and Addington
97 Thomas St. E., Napanee, ON K7R 4B9
T 613.354.4883 x3230 | F 613.354.3122

cwagar@lennox-addington.on.ca | www.lennox-addington.on.ca

Mission

To enhance the quality of life and sense of place in Lennox and Addington through teamwork, innovation, sustainability and customer service excellence.

Vision

To be a vibrant, viable and healthy community celebrating our rich historic and natural assets while supporting opportunities for future generations.

“My work day may look different than your work day. Please do not feel obligated to respond outside of your normal working hours.”

From: Dan Baxter <dbaxter@lennox-addington.on.ca>
Sent: Monday, January 15, 2024 12:03 PM
To: Matthew Wilson <matthew.wilson@enbridge.com>
Subject: Existing County By-Laws

Matthew,

I have attached all the previous County/Gas by-laws we have on record.

This is what I can find out regarding our by-laws:

- Enbridge has requested a new by-law which will repeal 2997-2004
- 2997-2004 with Union gas repealed 2148-1985 with Central and Northern Gas Corp.
- I see no records of 2148-1985 repealing 1205-1958 Lakeland Gas.

From my digging it seems to me that Lakeland Gas turned into Central, which then turned to Union and then Enbridge.

So my question is do we need to repeal 1205-1958 as part of this process?

Feel free to reach out if you have any questions.

Thanks!

Dan Baxter

Manager, Roads and Bridges
County of Lennox and Addington
97 Thomas St. E., Napanee, ON K7R 4B9
T 613.354.4883 x3228
dbaxter@lennox-addington.on.ca | www.lennox-addington.on.ca

From: Dan Baxter <dbaxter@lennox-addington.on.ca>
Sent: Thursday, March 21, 2024 3:22 PM
To: Matthew Wilson <matthew.wilson@enbridge.com>
Cc: Angela Montgomery <amontgomery@lennox-addington.on.ca>
Subject: [External] RE: Existing County By-Laws

Matthew,

Our Council has done our first and second readings at their meeting last night and we have our 4 copies of the resolution signed and sealed.

What address did you want these copies sent to? We didn't see it in the guidelines provided in your initial email.

Thanks,



Dan Baxter

Manager, Roads and Bridges
County of Lennox and Addington
97 Thomas St. E., Napanee, ON K7R 4B9
T 613.354.4883 x3228

dbaxter@lennox-addington.on.ca | www.lennox-addington.on.ca

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To be a vibrant, viable and healthy community celebrating our rich historic and natural assets while supporting opportunities for future generations.



EB-2024-0134
Exhibit EGI-ED-11
Attachment 5

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

April 29, 2024

Tracey McKenzie, Clerk
County of Lennox and Addington
97 Thomas Street East
Napane, ON K7R 4B9

Dear Ms. McKenzie:

**Re: Enbridge Gas Inc.
Application for Approval of Franchise Agreement
County of Lennox and Addington
Ontario Energy Board File No. EB-2024-0134**

In accordance with instructions set out by the Ontario Energy Board's Letter of Direction dated April 26, 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 the Franchise Agreement between Enbridge Gas and the County of Lennox and Addington.

The Ontario Energy Board has arranged for publication of the Notice of Hearing in the *Napane Beaver* newspaper on Thursday, May 2, 2024.

Yours truly,

[Original Signed By]

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

Encl.



EB-2024-0134
Exhibit EGI-ED-11
Attachment 6

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

July 23, 2024

Tracey McKenzie, Clerk
County of Lennox and Addington
97 Thomas Street East
Napane, ON K7R 4B9

Dear Ms. McKenzie:

**Re: Enbridge Gas Inc.
Application for Approval of Franchise Agreement
County of Lennox and Addington
Ontario Energy Board File No. EB-2024-0134**

In accordance with instructions set out by the Ontario Energy Board, Enbridge Gas now serves upon you a copy of Procedural Order No. 1 with respect to the review of the application for approval of the Franchise Agreement between Enbridge Gas and the County of Lennox and Addington.

Yours truly,

[Original Signed By]

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

Encl.

From: [Patrick McMahon](#)
To: tmckenzie@lennox-addington.on.ca
Cc: dbaxter@lennox-addington.on.ca; amontgomery@lennox-addington.on.ca
Subject: Franchise Agreement Renewal - County of Lennox and Addington
Date: Thursday, August 8, 2024 1:04:00 PM
Attachments: [External Fwd Intervention Form EB-2024-0134 - Concerned Residents.msg](#)
[2024 07 22 - Procedural Order No 1 - Questions on Concerned Citizens Proposed Evidence.pdf](#)
[2024 08 02 - Concerned Citizens Letter to OEB re Franchise Agreement Amendments.pdf](#)
[EGI SUB Franchise Lennox Addington 20240808.pdf](#)

Further to the Notice of Hearing and application forwarded to you on April 29, 2024, I want to provide you with an update on the Ontario Energy Board's review of our application which can be accessed here - [Content Manager WebDrawer - Search Results \(oeb.ca\)](#).

On June 14, 2024, the OEB received an email from a group of "concerned citizens" (represented by Kent Elson (Elson Advocacy) and Eric DePoe) who had submitted a request for intervenor status in the review of this application. They provided a copy of the online intervention form that had been submitted on May 13, 2024.

Concerned Citizens is looking for changes to provisions throughout Model Franchise Agreement:

Issues:

- *Should the Franchise Agreement include a provision allowing the municipality to trigger a renegotiation regarding fees for use of the right-of-way in the event that regulations are changed to allow for such fees, including a right for the municipality to terminate the franchise agreement with sufficient notice or take other appropriate steps if an agreement cannot be reached regarding fees?*
- *Are the terms of the proposed agreement regarding the allocation of costs to move gas distribution pipelines appropriate in the event of a conflict with future public or private infrastructure fair and appropriate in light of the gas distributor paying no fees to use the right-of-way?*
- *Are the terms of the proposed agreement regarding the allocation of costs and liability to abandon pipelines appropriate, including appropriateness in light of the possibility of wide-scale abandonments of pipelines due to the energy transition?*
- *Does the proposed agreement adequately protect the interests of municipal electors vis-à-vis the gas distributor with respect the issues referenced above?*
- *Overall, are there valid reasons to approve an agreement that differs from the Model Franchise Agreement in light of changing circumstances such as the requests from municipalities to be allowed to charge fees for use of the right-of-way by distributors, impacts of the energy transition, local circumstances, and other*

factors that have arisen since consultations took place on the current model municipal franchise agreement approximately 25 years ago?

- *Overall, does the proposed franchise agreement meet the public convenience and necessity test in light of the above and other issues?*
- *Overall, should the assent of municipal electors be required in the circumstances?*

Policy Interests:

The Residents are concerned about both private interests and policy interests. The policy interests include environmental protection and combating climate change. This policy interest is relevant for a number of reasons, including whether the financial terms of the franchise agreement are unfairly skewed in favour of the gas distribution company and represent a fossil fuel subsidy. The policy interests also include fairness for municipal electors.

On July 22, 2024, the Ontario Energy Board issued Procedural Order No. 1 which included the acceptance of Concerned Residents as an intervenor in this proceeding, although the OEB has not yet made any determination at this time about the extent to which, if at all, the issues set out in the letter of intervention filed by Concerned Residents are appropriate for consideration in this proceeding.

Since the Concerned Residents' intervention letter contains a request to file evidence, the OEB directed Concerned Residents to provide responses to the following questions:

- i) What is the nature of the evidence that Concerned Residents plans to submit for consideration by the OEB in this proceeding and what is the proposed timing for the filing of such evidence?
- ii) What is Concerned Residents' position with respect to the OEB's authority, in a franchise renewal proceeding, to prescribe terms and conditions of a municipal franchise agreement that vary from those that the two contracting parties, one of which is the elected council of the citizens of the municipality, have agreed on for the continuation of the franchise and that are consistent with the MFA?
- iii) What specific outcome(s) is Concerned Residents seeking in this proceeding, including possible impact(s) on the MFA?

The Concerned Citizens responses to these questions were submitted on August 2, 2024.

In response to the intervention and submissions of the Concerned Citizens, Enbridge Gas today filed the attached letter containing comments on how the issues set out in the August 2, 2024 Concerned Citizens submission as well as the letter of intervention filed by them are not appropriate for consideration in this proceeding.

It is not known what next steps the OEB will take with respect to this application. Enbridge Gas will continue to work toward getting the proposed franchise agreement with the County of Lennox and Addington approved as agreed upon. The County may want to consider sending in a letter of support for the application as submitted to ensure that the OEB is reminded of the resolution that has already been passed by the County.

I will keep you updated as the OEB's review progresses. Please let me know if you have any questions regarding this regulatory process.

Pat

Patrick McMahon

Technical Manager, Regulatory Research and Records

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From: [Patrick McMahon](#)
To: tmckenzie@lennox-addington.on.ca
Cc: dbaxter@lennox-addington.on.ca; amontgomery@lennox-addington.on.ca
Subject: Franchise Agreement Renewal - County of Lennox and Addington - Procedural Order
Date: Friday, September 6, 2024 4:31:00 PM
Attachments: [2024 09 06 - Procedural Order No 2 - IR and Evidence Process.pdf](#)

Having considered the submissions from Concerned Residents and the reply by Enbridge Gas, the Ontario Energy Board has issued a Procedural Order No. 2 today which allows for the filing of evidence by the Concerned Residents group that is within the scope of this proceeding.

Given its substantive interest as a counterparty to the municipal franchise agreement with Enbridge Gas, the OEB expects that the County of Lennox and Addington may wish to participate in this proceeding as an intervenor and has made provisions in the procedural order to that effect. The OEB asks that the County confirm their intentions as soon as it is able.

Please let me know if you have any questions regarding this regulatory process.

Pat

Patrick McMahon

Technical Manager, Regulatory Research and Records

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From: [Patrick McMahon](#)
To: [Tracey McKenzie](#)
Cc: [Dan Baxter](#); [Angela Montgomery](#); jwise@stonemills.com; [Andrzej Poray-Swinarski](#)
Subject: RE: Franchise Agreement Renewal - County of Lennox and Addington - Procedural Order
Date: Thursday, September 12, 2024 1:38:00 PM
Attachments: [EGI SUB Franchise and CPCN Guelph Eramosa 20240906.pdf](#)

Sorry for the delay in getting back to you.

I'm assuming that you are currently considering the direction from the OEB about communicating the intentions of the County of Lennox and Addington regarding participating in this proceeding as an intervenor.

Levels of participation vary depending on the interests and motivations of each party. For municipalities, the interests have typically been to ensure that gas distribution service continues to be made available to its residents and businesses.

For this specific hearing, you may wish to inform the OEB that you intend to participate as much as needed in the review of Enbridge Gas' application (including actively participating in the information request (IR) process and final argument submissions) to ensure that the OEB understands the County's positions which could include that the model franchise agreement without amendments agreed to by the Council of the County be approved by the OEB and that residents within the County continue to receive service from Enbridge Gas.

Enbridge Gas is currently in a hearing on the renewal of the franchise agreement with the Township of Guelph/Eramosa in which requests for intervenor status have been submitted by a resident and an environmental group located in the City of Guelph. Enbridge Gas made a submission (see attached) to the OEB last week supporting our position that intervenor status was not warranted for this resident or group. In our submission, we argued that local governments in Ontario are the responsible level of government to make determinations in the best interests of their constituents. We argued that the presence of this proposed intervention attempts to take an end-run around a carefully considered, supported, unanimous decision of a responsible local government. You may find the contents of our submission in the Guelph/Eramosa proceeding helpful in determining your position in the proceeding considering the franchise agreement with the County of Lennox and Addington. The record of the current hearing on the franchise agreement with the Township of Guelph/Eramosa is on the OEB web site ([Content Manager WebDrawer - Search Results \(oeb.ca\)](#)).

Pursuant to the Procedural Order No. 2 issued last week, OEB Staff, the Concerned Residents group and the County of Lennox and Addington have until the end of day on **September 16, 2024** to submit questions to Enbridge Gas on the application that was submitted. There is no requirement to submit questions, but the opportunity is there for you and others to get clarification on anything in the application.

The Concerned Residents group has been given until **October 15, 2024** to submit

evidence that they want the OEB to consider before making a decision on the proposed franchise agreement. It is not known yet what this evidence will contain, but OEB Staff, the County of Lennox and Addington and Enbridge Gas will have until **October 28, 2024** to submit questions to the Concerned Residents group to clarify what is in their evidence.

The OEB has not identified procedural steps beyond the IR process yet, but typically there is a final step when all participants in the hearing are given an opportunity to make final arguments / submissions. It is these submissions that are typically used to summarize the positions of each party and the messages that each party want the OEB to consider. This would be an opportunity for the County of Lennox and Addington to make submissions on the role of the municipality to make determinations on behalf of its residents and to echo your support for the model franchise agreement without amendments that was agreed to by the Council of the County.

Hopefully this information is helpful. Please let me know if you have any other questions regarding the regulatory process for this current application.

Pat

Patrick McMahon

Technical Manager, Regulatory Research and Records

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From: Tracey McKenzie <tmckenzie@lennox-addington.on.ca>

Sent: Tuesday, September 10, 2024 3:33 PM

To: Patrick McMahon <Patrick.McMahon@enbridge.com>

Cc: Dan Baxter <dbaxter@lennox-addington.on.ca>; Angela Montgomery
<amontgomery@lennox-addington.on.ca>

Subject: [External] RE: EXTERNAL: Franchise Agreement Renewal - County of Lennox and Addington - Procedural Order

Good Afternoon Patrick,

Can you provide some insight on the role the County of Lennox and Addington would play as an intervenor in the proceeding?

Thank you.

Tracey McKenzie

County Clerk/Communications Manager
County of Lennox and Addington
97 Thomas St. E., Napanee, ON K7R 4B9
T 613.354.4883 x3368 | F 613.354.3112

tmckenzie@lennox-addington.on.ca | www.lennox-addington.on.ca

From: [Andrew Poray](#)
To: jwise@stonemills.com
Subject: Enbridge Update - phone call request
Date: Thursday, September 12, 2024 10:29:00 AM
Attachments: [image001.png](#)

Good afternoon Warden Wise,

Apologies for catching you on your way to a meeting this morning. The purpose for my call was to introduce myself as the new Sr. Advisor at Enbridge for Lennox-Addington County. More importantly, I would like to update you on the current status of the Lennox-Addington franchise agreement. As per your request, I will try to reach you again this afternoon or tomorrow morning. Of course, feel free to call me at your convenience on my cell: 905-441-2378

Regards,

Andrew Poray

Sr. Advisor, Municipal & Stakeholders Affairs, GTA East
DAN ERG Member



TEL: 416-495-5706 | andrew.poray@enbridge.com
500 Consumers Rd. North York, ON M2J 1P8

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The land acknowledgment statement can be placed here in Italics font. Please refer to the [Indigenous and Tribal Land Acknowledgment guide](#) for more information or you can use [this website](#) (type your region in the box at the top left) to identify the territory you are in.

From: [Andrew Poray](#)
To: jwise@stonemills.com
Subject: Enbridge Follow-up Meeting & Future Collaboration Discussion
Date: Tuesday, September 17, 2024 11:11:00 AM
Attachments: [image001.png](#)

Good afternoon, Warden Wise,

I wanted to check in with you following my colleague Patrick McMahon's Agreement email to see if you had any questions that I could help with? If so, it would be good for us to meet (virtually or in-person) so I can and formally introduce myself as your new contact at Enbridge and discuss how Enbridge can continue to support Lennox- Addington in 2025.

Please let me know if you have any availability over the next few weeks and I will try and accommodate your schedule.

Best regards,

Andrew Poray

Sr. Advisor, Municipal & Stakeholders Affairs, GTA East
DAN ERG Member



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500 Consumers Rd. North York, ON M2J 1P8

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From: [Patrick McMahon](#)
To: [Tracey McKenzie](#)
Cc: [Dan Baxter](#); [Angela Montgomery](#); jwise@stonemills.com; [Andrew Poray](#)
Subject: Franchise Agreement Renewal - County of Lennox and Addington - Submissions Concerning Concerned Residents Intervention
Date: Tuesday, September 24, 2024 12:06:00 PM
Attachments: [2024 09 20 - Concerned Residents Letter re Expanded Procedural Order.pdf](#)
[EGI SUB Franchise Lennox Addington 20240924.pdf](#)

FYI

The record of the current review of the proposed franchise agreement with the County of Lennox and Addington on the OEB web site ([Content Manager WebDrawer - Search Results \(oeb.ca\)](#)) has been updated with submissions by the Concerned Residents (September 20th) and Enbridge Gas (September 24th).

Please let me know if you have any questions regarding the regulatory process for this current application.

Pat

Patrick McMahon

Technical Manager, Regulatory Research and Records

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