



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

October 31, 2024

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

Dear Ms. Marconi:

**Re: Enbridge Gas Inc.  
Application for Certificate of Public Convenience and Necessity – Town of Fort  
Erie  
Ontario Energy Board File No. EB-2024-0285**

In accordance with instructions set out by the Ontario Energy Board's Letter of Direction dated October 28, 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 E.B.C. 58 Certificate of Public Convenience and Necessity related to the former Township of Bertie and the former Village of Crystal Beach and all of the E.B.C. 58A Certificate of Public Convenience and Necessity held by Enbridge Gas Inc. related to the former Town of Fort Erie and replacing them with a Certificate of Public Convenience and Necessity to construct works to supply natural gas in the current Town of Fort Erie.

**-: 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 October 29, 2024, a true copy of the Notice of Hearing issued by the Ontario Energy Board on October 28, 2024 and a true copy of the Application dated October 2, 2024 to the above preamble, along with a cover letter, was sent to the Town of Fort Erie, attached hereto as Exhibit "A".
3. Pursuant to the October 28, 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 31<sup>st</sup> day of )  
 October 2024. )

\_\_\_\_\_  
 Gary Collins

\_\_\_\_\_  
 A Commissioner, etc.

This is Exhibit "A" to the  
Affidavit of Gary Collins sworn  
before me this 31st day of  
October 2024.

Town of Fort Erie  
1 Municipal Centre Drive  
Fort Erie, ON L2A 2S6

(905) 871-1600

Attention: Peter Todd  
Manager, Legislative Services / Town Clerk

A Commissioner, etc

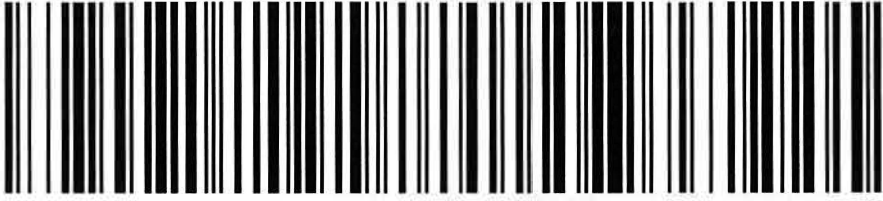
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FROM/DE: UNION GAS 50 KEIL DR N APT/SUITE DOCK A CHATHAM, ONTARIO N7L3V9 519-436-4800  SIN: NET76717421 PIN: NET76717421 REF: P.MCMAHON WGT: 1.00 LBS DWT: 0.90 LBS DIM: 1X1X1 INCHES		TO/A: TOWN OF FORT ERIE 1 MUNICIPAL CENTRE DRIVE  FORT ERIE, ON L2A2S6 905-871-1600  ATTN: PETER TODD		<div>V</div> <div>STANDARD TERMS AND CONDITIONS APPLY</div> <div>NET76717421</div> <div>NET76717421</div>
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DATE: 10/29/2024

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

October 29, 2024

Peter Todd  
Manager, Legislative Services / Town Clerk  
Town of Fort Erie  
1 Municipal Centre Drive  
Fort Erie, ON L2A 2S6

Dear Mr. Todd:

**Re: Enbridge Gas Inc.  
Application for New Certificate of Public Convenience and Necessity  
Town of Fort Erie  
Ontario Energy Board File No. EB-2024-0285**

In accordance with instructions set out by the Ontario Energy Board's Letter of Direction dated October 28, 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 Fort Erie replacing the existing CPCNs held by Enbridge Gas for the former municipalities that now make up the Town of Fort Erie.

The Ontario Energy Board has arranged for publication of the Notice of Hearing in the *Niagara Falls Review*, the *Welland Tribune* and the *St. Catharines Standard* newspapers on Thursday, November 7, 2024 and on the [www.niagarathisweek.com/fort-erie](http://www.niagarathisweek.com/fort-erie), the [www.wellandtribune.ca/fort-erie](http://www.wellandtribune.ca/fort-erie) and the [www.stcatherinesstandard.ca/fort-erie](http://www.stcatherinesstandard.ca/fort-erie) web sites from Thursday, November 7, 2024 through Thursday, November 14, 2024.

Yours truly,

*[Original Signed By]*

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

Encl.

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

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

- **An order cancelling parts of Enbridge Gas's existing certificates of public convenience and necessity (certificate) related to the former Township of Bertie, the former Village of Crystal Beach and the former Town of Fort Erie and replacing them with a new certificate to construct works to supply natural gas in the current Town of Fort Erie.** 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](http://www.oeb.ca/participate)** and use file number **EB-2024-0285** 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 **November 25, 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](http://oeb.ca/participate)**

#### Enbridge Gas Inc.

📞 1 866-763-5427

🕒 Monday - Friday: 8:30 AM - 5:00 PM

🌐 **[enbridgegas.com](http://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

October 2, 2024

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

Dear Ms. Marconi:

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

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 Fort Erie.

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: 2024.10.02  
11:44:29 -04'00'

Patrick McMahon  
Technical Manager  
Regulatory Research and Records  
[patrick.mcmahon@enbridge.com](mailto: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 E.B.C. 58 Certificate of Public Convenience and Necessity related to the former Township of Bertie and the former Village of Crystal Beach and all of the E.B.C. 58A Certificate of Public Convenience and Necessity held by Enbridge Gas Inc. related to the former Town of Fort Erie and replacing them with a Certificate of Public Convenience and Necessity to construct works to supply natural gas in the current Town of Fort Erie.

### **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 Fort Erie 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 Fort Erie and a customer density representation of Enbridge Gas' service area. Enbridge Gas currently serves approximately 15,200 customers in the Town of Fort Erie. Enbridge Gas has been providing gas distribution services within the Town of Fort Erie since approximately 1890.
3. The Town of Fort Erie is a lower-tier municipality located in the Regional Municipality of Niagara. On January 1, 1970, the Town of Fort Erie merged with the former Township of Bertie and the former Village of Crystal Beach to form the current Town of Fort Erie.
4. Enbridge Gas has a 20-year franchise agreement (EB-2022-0127) with the Town of Fort Erie effective July 18, 2022 (attached as Schedule "B"). Enbridge Gas has a Certificate of Public Convenience and Necessity (CPCN) issued by the Ontario Energy Board dated July 25, 1967 (E.B.C. 58 attached as Schedule "C1") for 18 municipalities including the former Township of Bertie and the former Village of Crystal Beach as well as a CPCN issued by the Ontario Energy Board on July 7, 1976 (E.B.C. 58A attached as Schedule "C2") for the Town of Fort Erie.

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 Fort Erie (through our existing E.B.C. 58 and E.B.C. 58A 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 Fort Erie.
7. Enbridge Gas currently has franchise agreements with and CPCNs for the City of Niagara Falls and the City of Port Colborne which are immediately adjacent to the Town of Fort Erie. Enbridge Gas is not aware of any other natural gas distributor within or in the areas adjacent to the Town of Fort Erie.
8. The contact information of the Town of Fort Erie is as follows:

Town of Fort Erie  
1 Municipal Centre Drive  
Fort Erie, ON L2A 2S6  
Attention: Peter Todd, Manager, Legislative Services / Town Clerk  
Telephone: (905) 871-1600, Ext. 2212  
Email: [clerk@forterie.ca](mailto:clerk@forterie.ca)

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

Enbridge Gas Inc.  
603 Kumpf Drive  
Waterloo, ON N2J 4A4  
Attention: Murray Costello, Director, Regional Operations  
Email: [murray.costello@enbridge.com](mailto:murray.costello@enbridge.com)



9. Enbridge Gas believes that publishing the Notice in the local newspaper, on the OEB web site, on the Enbridge Gas' web site and on the municipality's web site will provide a broad awareness of this application. The newspaper used by the Municipality for its notices is the *Niagara This Week*.
10. 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 E.B.C. 58 Certificate of Public Convenience and Necessity related to the former Township of Bertie and the former Village of Crystal Beach and all of the E.B.C. 58A Certificate of Public Convenience and Necessity held by Enbridge Gas Inc. related to the former Town of Fort Erie and replacing them with a Certificate of Public Convenience and Necessity to construct works to supply natural gas in the current Town of Fort Erie.

**DATED** at the Municipality of Chatham-Kent, in the Province of Ontario this 2<sup>nd</sup> day of October, 2024.

**ENBRIDGE GAS INC.**

**Patrick  
McMahon**

Digitally signed by  
Patrick McMahon

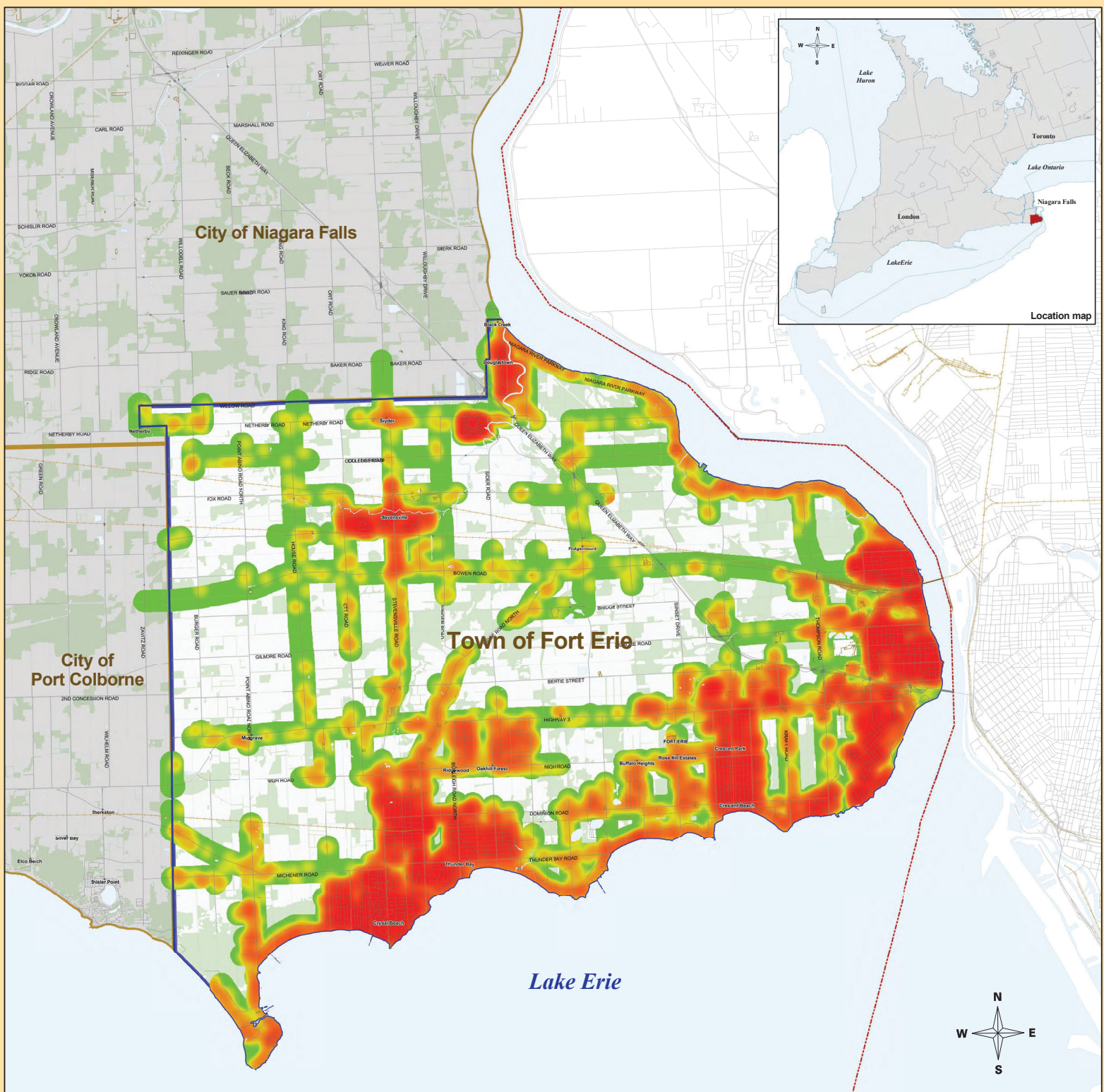
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Patrick McMahon  
Technical Manager  
Regulatory Research and Records

Comments respecting this Application should be directed to:

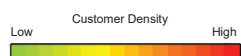
Mr. Patrick McMahon  
Technical Manager, Regulatory Research and Records  
Enbridge Gas Inc.  
50 Keil Drive North  
Chatham, ON N7M 5M1  
[patrick.mcmahon@enbridge.com](mailto:patrick.mcmahon@enbridge.com)  
Telephone: (519) 436-5325



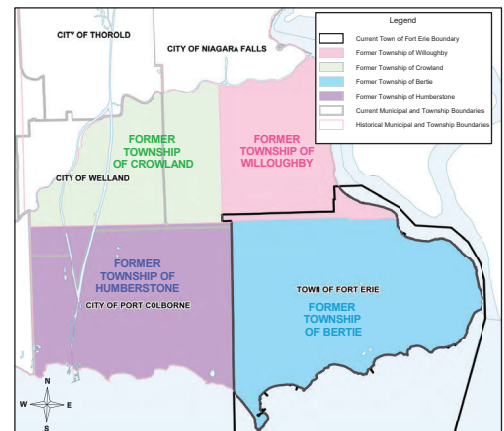
## Town of Fort Erie

### Legend

- Enbridge Gas Pipeline Coverage Area
- Town of Fort Erie
- Roads
- Railways
- Municipal and Township Boundaries
- First Nation Boundaries



**Disclaimer:**  
The map is provided with no warranty express or implied and is subject to change at any time. Any Person using the Density Map shall do so at its own Risk and the Density Map is not intended in any way As a tool to locate underground infrastructure for the purposes of excavation







# The Municipal Corporation of the Town of Fort Erie

## By-law No. 82-2022

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### Being a By-law to Authorize a Franchise Agreement between The Corporation of the Town of Fort Erie and Enbridge Gas Inc. and to Repeal By-law No. 164-2002

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**Whereas** the Council of the Town of Fort Erie deems it expedient to enter into the attached Franchise Agreement (the "Franchise Agreement") with Enbridge Gas Inc.; and

**Whereas** the Ontario Energy Board by its Order issued pursuant to the *Municipal Franchises Act* on the 30<sup>th</sup> day of June, 2022 has approved the terms and conditions upon which and the period for which the franchise provided in the Franchise Agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of this By-law is not necessary;

**Now therefore** the Municipal Council of The Corporation of the Town of Fort Erie enacts as follows:

1. **That** the Franchise Agreement between The Corporation of the Town of Fort Erie and Enbridge Gas Inc. attached hereto as Schedule "A" and forming part of this by-law, is authorized and the franchise provided for therein is granted.
2. **That** the Mayor and Clerk are authorized and instructed on behalf of the Town of Fort Erie to enter into and execute under its corporate seal and deliver the Franchise Agreement, which is incorporated into and forming part of this By-law.
3. **That** By-law No. 164-2002 is repealed.
4. **That** this by-law shall come into force and take effect as of the final passing thereof.
5. **That** the Clerk of the Town is authorized to effect any minor modifications, corrections or omissions, solely of an administrative, numerical, grammatical, semantical or descriptive nature to this by-law or its schedules after the passage of this by-law.

**Read a first, second and third time and finally passed this 18<sup>th</sup> day of July, 2022.**

[Original Signed By Wayne Redekop]

\_\_\_\_\_  
Mayor

[Original Signed By Carol Schofield]

\_\_\_\_\_  
Clerk

I, Carol Schofield, the Clerk, of The Corporation of the Town of Fort Erie, certifies the foregoing to be a true copy of By-law No. 82-2022 of the said Town. Given under my hand and the seal of the said Corporation, this 19<sup>th</sup> day of July, 2022.

[Original Signed By Carol Schofield]

## **2000 Model Franchise Agreement**

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THIS AGREEMENT effective this 18<sup>th</sup> day of July, 2022

BETWEEN:

**THE CORPORATION OF THE TOWN OF FORT ERIE**

hereinafter called the "Corporation"

- and -

**ENBRIDGE GAS INC.**

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 7<sup>th</sup> anniversary and on the 14<sup>th</sup> anniversary of the date of the passing of the By-law, this Agreement shall be deemed to be amended to incorporate any changes in the Model Franchise Agreement in effect on such anniversary dates. Such deemed amendments shall not apply to alter the 20 year term.
- (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 therefor has first been obtained from the Engineer/Road Superintendent and all work done by the Gas Company shall be to his satisfaction.
- (b) Prior to the commencement of work on the gas system, or any extensions or changes to it (except service laterals which do not interfere with municipal works in the highway), the Gas Company shall file with the Engineer/Road Superintendent a Plan, satisfactory to the Engineer/Road Superintendent, drawn to scale and of sufficient detail considering the complexity of the specific locations involved, showing the highways in which it proposes to lay its gas system and the particular parts thereof it proposes to occupy.
- (c) The Plan filed by the Gas Company shall include geodetic information for a particular location:
  - (i) where circumstances are complex, in order to facilitate known projects, including projects which are reasonably anticipated by the Engineer/Road Superintendent, or
  - (ii) when requested, where the Corporation has geodetic information for its own services and all others at the same location.
- (d) The Engineer/Road Superintendent may require sections of the gas system to be laid at greater depth than required by the latest CSA standard for gas pipeline systems to facilitate known projects or to correct known highway deficiencies.
- (e) Prior to the commencement of work on the gas system, the Engineer/Road Superintendent must approve the location of the work as shown on the Plan filed by the Gas Company, the timing of the work and any terms and conditions relating to the installation of the work.
- (f) In addition to the requirements of this Agreement, if the Gas Company proposes to affix any part of the gas system to a bridge, viaduct or other structure, if the Engineer/Road Superintendent approves this proposal, he may require the Gas Company to comply with special conditions or to enter into a separate agreement as a condition of the approval of this part of the construction of the gas system.



- (g) Where the gas system may affect a municipal drain, the Gas Company shall also file a copy of the Plan with the Corporation's Drainage Superintendent for purposes of the *Drainage Act*, or such other person designated by the Corporation as responsible for the drain.
- (h) The Gas Company shall not deviate from the approved location for any part of the gas system unless the prior approval of the Engineer/Road Superintendent to do so is received.
- (i) The Engineer/Road Superintendent's approval, where required throughout this Paragraph, shall not be unreasonably withheld.
- (j) The approval of the Engineer/Road Superintendent is not a representation or warranty as to the state of repair of the highway or the suitability of the highway for the gas system.

## 6. **As Built Drawings**

The Gas Company shall, within six months of completing the installation of any part of the gas system, provide two copies of "as built" drawings to the Engineer/Road Superintendent. These drawings must be sufficient to accurately establish the location, depth (measurement between the top of the gas system and the ground surface at the time of installation) and distance of the gas system. The "as built" drawings shall be of the same quality as the Plan and, if the approved pre-construction plan included elevations that were geodetically referenced, the "as built" drawings shall similarly include elevations that are geodetically referenced. Upon the request of the Engineer/Road Superintendent, the Gas Company shall provide one copy of the drawings in an electronic format and one copy as a hard copy drawing.

## 7. **Emergencies**

In the event of an emergency involving the gas system, the Gas Company shall proceed with the work required to deal with the emergency, and in any instance where prior approval of the Engineer/Road Superintendent is normally required for the work, the Gas Company shall use its best efforts to immediately notify the Engineer/Road Superintendent of the location and nature of the emergency and the work being done and, if it deems appropriate, notify the police force, fire or other emergency services having jurisdiction. The Gas Company shall provide the Engineer/Road Superintendent with at least one 24 hour emergency contact for the Gas Company and shall ensure the contacts are current.



## **8. Restoration**

The Gas Company shall well and sufficiently restore, to the reasonable satisfaction of the Engineer/Road Superintendent, all highways, municipal works or improvements which it may excavate or interfere with in the course of laying, constructing, repairing or removing its gas system, and shall make good any settling or subsidence thereafter caused by such excavation or interference. If the Gas Company fails at any time to do any work required by this Paragraph within a reasonable period of time, the Corporation may do or cause such work to be done and the Gas Company shall, on demand, pay the Corporation's reasonably incurred costs, as certified by the Engineer/Road Superintendent.

## **9. Indemnification**

The Gas Company shall, at all times, indemnify and save harmless the Corporation from and against all claims, including costs related thereto, for all damages or injuries including death to any person or persons and for damage to any property, arising out of the Gas Company operating, constructing, and maintaining its gas system in the Municipality, or utilizing its gas system for the carriage of gas owned by others. Provided that the Gas Company shall not be required to indemnify or save harmless the Corporation from and against claims, including costs related thereto, which it may incur by reason of damages or injuries including death to any person or persons and for damage to any property, resulting from the negligence or wrongful act of the Corporation, its servants, agents or employees.

## **10. Insurance**

- (a) The Gas Company shall maintain Comprehensive General Liability Insurance in sufficient amount and description as shall protect the Gas Company and the Corporation from claims for which the Gas Company is obliged to indemnify the Corporation under Paragraph 9. The insurance policy shall identify the Corporation as an additional named insured, but only with respect to the operation of the named insured (the Gas Company). The insurance policy shall not lapse or be cancelled without sixty (60) days' prior written notice to the Corporation by the Gas Company.
- (b) The issuance of an insurance policy as provided in this Paragraph shall not be construed as relieving the Gas Company of liability not covered by such insurance or in excess of the policy limits of such insurance.
- (c) Upon request by the Corporation, the Gas Company shall confirm that premiums for such insurance have been paid and that such insurance is in full force and effect.

## 11. **Alternative Easement**

The Corporation agrees, in the event of the proposed sale or closing of any highway or any part of a highway where there is a gas line in existence, to give the Gas Company reasonable notice of such proposed sale or closing and, if 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**

None.

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 FORT ERIE**

Per: *[Original Signed By]*

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Wayne Redekop, Mayor

Per: *[Original Signed By]*

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Carol Schofield, Clerk

**ENBRIDGE GAS INC.**

Per: *[Original Signed By]*

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Mark Kitchen, Director  
Regulatory Affairs

Per: *[Original Signed By]*

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Murray Costello, Director,  
Southeast Region Operations



THE ONTARIO ENERGY BOARD

E.B.C. 58

IN THE MATTER of The Municipal Franchises Act,  
R.S.O. 1960, Chapter 255 and amendments thereto;

AND IN THE MATTER of an Application by The Consumers'  
Gas Company for certificates of public convenience  
and necessity to construct works to supply and to  
supply natural gas to the inhabitants of the under-  
mentioned municipalities

City of St. Catharines  
City of Niagara Falls  
City of Welland  
Town of Port Colborne  
Town of Fort Erie  
Town of Niagara-on-the-Lake  
Town of Thorold  
Village of Chippawa  
Village of Crystal Beach  
Village of Fonthill  
Township of Crowland  
Township of Willoughby  
Township of Bertie  
Township of Humberstone  
Township of Wainfleet  
Township of Thorold  
Township of Pelham  
Township of Niagara  
Township of Louth

## B E F O R E:

A.R. Crozier, Chairman	} Tuesday, the 4th day
A.B. Jackson, Vice Chairman	
I.C. MacNabb, Vice Chairman	

of July, 1967.

UPON the Application of The Consumers' Gas Company (hereinafter called the Applicant) for a certificate pursuant to the provisions of The Municipal Franchises Act, R.S.O. 1960, Chapter 255, and amendments thereto, and upon the hearing of such Application by the Board at the City of Toronto, on the 4th day of July, 1967, after due notice had been given as directed by the Board, in the presence of Counsel for the Applicant, no one else appearing, upon consideration of the evidence and exhibits produced at the hearing and upon hearing what was alleged by Counsel for the Applicant

1. THIS BOARD DOTH ORDER that a Certificate of Public Convenience and Necessity be and the same is hereby granted to

The Consumers' Gas Company for the supply of natural gas  
to the inhabitants of the

City of St. Catharines  
City of Niagara Falls  
City of Welland  
Town of Port Colborne  
Town of Niagara-on-the-Lake  
Town of Thorold  
Village of Chippawa  
Village of Crystal Beach  
Village of Fonthill  
Township of Crowland  
Township of Willoughby  
Township of Bertie  
Township of Humberstone  
Township of Wainfleet  
Township of Thorold  
Township of Pelham  
Township of Niagara  
Township of Louth

and for the construction of the works necessary therefor.

2. THIS BOARD fixes the costs of this Application at \$25.00  
payable forthwith by the Applicant.

DATED AT TORONTO this 25<sup>th</sup> day of July, A.D. 1967.

THE ONTARIO ENERGY BOARD

  
Board Secretary.

( 82 )

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THE ONTARIO ENERGY BOARD

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IN THE MATTER of The Municipal Franchises Act, R.S.O. 1960, Chapter 255 and amendments thereto;

AND IN THE MATTER of an Application by The Consumers' Gas Company for certificates of public convenience and necessity to construct works to supply and to supply natural gas to the inhabitants of the undermentioned municipalities.

City of St. Catharines  
City of Niagara Falls  
City of Welland  
Town of Port Colborne  
Town of Fort Erie  
Town of Niagara-on-the-Lake  
Town of Thorold  
Village of Chippawa  
Village of Crystal Beach  
Village of Fonthill  
Township of Crowland  
Township of Willoughby  
Township of Bertie  
Township of Humberstone  
Township of Wainfleet  
Township of Thorold  
Township of Pelham  
Township of Niagara  
Township of Louth

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CERTIFICATE OF PUBLIC CONVENIENCE  
AND NECESSITY

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McDONALD & ZIMMERMAN  
199 Bay Street,  
Toronto 1, Ontario.





IN THE MATTER OF The Municipal Franchises Act, R.S.O. 1960, Chapter 255 and amendments thereto;

AND IN THE MATTER of an Application by The Consumers' Gas Company for certificates of public convenience and necessity to construct works to supply and to supply natural gas to the inhabitants of the undermentioned municipalities

City of St. Catharines  
City of Niagara Falls  
City of Welland  
Town of Port Colborne  
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Township of Bertie  
Township of Humberstone  
Township of Wainfleet  
Township of Thorold  
Township of Pelham  
Township of Niagara  
Township of Louth

BEFORE: A. B. Jackson  
Chairman  
  
I. C. MacNabb  
Vice-Chairman

} Monday, the 5th  
} day of July, 1976

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

UPON the Application of The Consumers' Gas Company  
dated May 30, 1967 for certificates of public

convenience and necessity pursuant to section 8 of The Municipal Franchises Act to construct works to supply and to supply natural gas to the inhabitants of the above-named municipalities;

AND UPON the application having been heard at Toronto on July 4, 1967 in the presence of counsel for the Applicant, no one else appearing, and a Certificate having been issued on July 25, 1967 under Docket E.B.C. 58 in respect of all the above-named municipalities except the Town of Fort Erie, and the application having been adjourned sine die in respect of the Town of Fort Erie due to the question of the validity of the Applicant's then existing franchise by-law for the Town of Fort Erie;

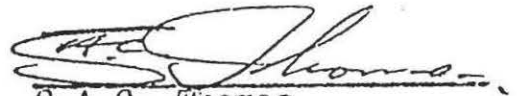
AND UPON the Applicant having negotiated a new franchise by-law with the Town of Fort Erie, the terms and conditions and period thereof having been approved by the Board by E.B.A. 173 dated May 8, 1975, and the new franchise by-law having been finally passed by the Council of the Corporation of the Town of Fort Erie on June 23, 1975:

IT IS ORDERED that a certificate of public convenience and necessity be and the same is hereby granted to The

Consumers' Gas Company for the supply of natural gas to the inhabitants of the Town of Fort Erie.

ISSUED at Toronto this *7th* day of July, 1976.

ONTARIO ENERGY BOARD

  
S.A.C. Thomas  
Secretary to the Board



Residential

Business & Industrial

Storage & Transportation

Sustainability

About Us

Connect to Gas

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-2024-0294 - Town of Aurora - CPCN

[Application](#)

[Notice of Hearing](#)

EB-2024-0292 - Town of Collingwood - CPCN

[Application](#)

[Notice of Hearing](#)

EB-2024-0286 - City of Brampton - CPCN

[Application](#)

[Notice of Hearing - English](#)

[Notice of Hearing - French](#)

EB-2024-0285 - Town of Fort Erie - CPCN

[Application](#)

[Notice of Hearing](#)

This is Exhibit "B" to the Affidavit of Gary Collins sworn before me this 31st day of October 2024.

A Commissioner, etc