



# **DECISION AND ORDER**

**EB-2024-0134**

## **ENBRIDGE GAS INC.**

**Application for a Municipal Franchise Agreement with the County of Lennox and Addington**

**Before:**      **David Sword**  
Presiding Commissioner

**Michael Janigan**  
Commissioner

**Fred Cass**  
Commissioner

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**February 11, 2025**

# 1 OVERVIEW

Enbridge Gas Inc. (Enbridge Gas) is a natural gas storage, transmission and distribution company that brings natural gas service to homes and businesses to various communities throughout Ontario, including the County of Lennox and Addington (County). Generally, it does so under terms and conditions with municipalities in the form of a natural gas franchise agreement. These franchise agreements outline the respective roles and responsibilities of the natural gas company and the municipality regarding operational and other related issues.

For purposes of consistency, the Ontario Energy Board (OEB) adopted the use of a model franchise agreement (Model), and has stated that this is preferable to a piecemeal approach where gas companies and municipalities negotiate various terms and conditions on a municipality-by-municipality basis.

In March 2024, Enbridge Gas and the County reached an agreement on the renewal of their expiring natural gas franchise agreement based on the terms and conditions of the Model without amendment, including a further 20-year term.

The *Municipal Franchises Act* (the Act) requires that the OEB approve the terms and conditions of the renewal of a franchise agreement and, so, with the support of the County, Enbridge Gas filed this application with the OEB in May 2025, under section 9 of the Act.

The *Municipal Franchises Act* also requires that the OEB hold a hearing prior to making its determination on such an application. Accordingly, the OEB issued notice of hearing, inviting feedback from the County, and residents and businesses within the County, on the merits of the application.

A local group identifying itself as Concerned Residents of the County of Lennox and Addington (Concerned Residents) requested and was granted intervenor status. The basis of their intervention request was, among other things, to seek specific deviations from the terms and conditions of the Model relating to road access fees and duration of term.

In Procedural Order No. 4, the OEB determined that it would receive final submissions orally, and scheduled a day for the hearing of argument from the applicant, Concerned

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Residents, and OEB staff (and also required the parties to provide a written summary of their submissions in advance of the oral argument day).

However, in the light of the OEB's scoping of issues for this proceeding, Concerned Residents advised it did not intend to participate in the oral argument and effectively withdrew its requested relief.

As such, given Enbridge Gas and the County had previously agreed to the renewal and that there are no longer any objections, the OEB approves the application filed by Enbridge Gas for an order renewing its natural gas franchise agreement with the County, based on the terms and conditions of the Model without amendment.

The Decision and Order also directs that the assent of the municipal electors of the County to the by-law approving the franchise agreement is not necessary under the circumstances.

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## 2 CONTEXT AND PROCESS

### 2.1 Application and Process

Enbridge Gas is a corporation incorporated under the laws of the Province of Ontario, with its head office in the City of Toronto.

The County is a municipal corporation incorporated under the laws of the Province of Ontario. It is an upper-tier regional municipality comprised of the Township of Addington Highlands, the Town of Greater Napanee, the Township of Loyalist and the Township of Stone Mills.

On April 8, 2024, Enbridge Gas applied to the OEB for an order under s. 9(3) of the *Municipal Franchises Act* approving the terms and conditions of the renewal of its gas franchise with the County, based on the Model without amendment, and for an order under s. 9(4) of the Act directing and declaring that the assent of the municipal electors of the County to the municipal by-law approving the renewal is not necessary. The application was filed with the support of the County.

Concerned Residents was the only intervenor to the proceeding. Concerned Residents initially took the position that the OEB should “deny approval and send the matter back to the parties for renegotiation with reasons, or as an alternative, to directly impose terms” as proposed by Concerned Residents and, in the further alternative, submitted that the OEB could decline to order that the assent of municipal electors can be dispensed with under s. 9(4) of the *Municipal Franchises Act*; or call a generic hearing.

Following the issuance of Procedural Order No. 4, which called for oral argument to take place before the OEB on January 13, 2025, Concerned Residents withdrew its requests related to the deviations it sought from the Model in this proceeding.

Notice of the hearing of the application was published in a local newspaper on May 2, 2024, and also on Enbridge Gas’s website. Through the notice, the OEB invited interventions and letters of comment from interested stakeholders and advised that it would hold a written hearing.

On May 13, 2024, Concerned Residents applied for intervenor status, cost eligibility and the opportunity to file evidence.

In Procedural Order No.1, issued July 22, 2024, the OEB granted Concerned Residents intervenor status and advised that it would be eligible for an award of costs in respect of its participation within scope of the proceeding. Concerned Residents was also ordered to provide additional information so that the OEB could better assess its request to file evidence.

On September 2, 2024, the OEB issued Procedural Order No. 2 establishing, among other things, the hearing process related to interrogatories, evidence, and submissions.

Concerned Residents filed interrogatories on September 16, 2024, and Enbridge Gas filed its interrogatory responses on September 30, 2024. On October 1, 2024, Concerned Residents replied to the OEB with its budget and further details in respect of its proposal to file evidence in this proceeding.

By letter dated October 3, 2024, Enbridge Gas filed its comments on Concerned Residents' proposed evidence letter, submitting that it did not believe that Concerned Residents had raised anything compelling and unique that would "warrant the OEB allowing gas ratepayer subsidization of [Concerned Residents'] participation in this proceeding or preparation and submission of evidence [and that its] proposed evidence, along with its justification for that evidence, is out of scope, generic and premature".

Also on October 3, 2024, Concerned Residents filed a notice of motion under Rule 27 of the OEB's *Rules of Practice and Procedure*, seeking an order of the OEB requiring Enbridge Gas to provide full and adequate responses to interrogatories (the Motion).

On October 10, 2024, the OEB issued Procedural Order No. 3, advising that it would: (a) hear the Motion and, in the meantime, suspend the remaining procedural steps set out in Procedural Order No. 2; and (b) make its determination on Concerned Residents' proposed evidence request together with its decision on the Motion.

The OEB also reminded the parties that "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."

Procedural Order No. 4 was issued on November 19, 2024. Therein, the OEB: (a) granted the Motion filed by Concerned Residents on a partial basis, requiring Enbridge Gas to respond to two specific interrogatories and (b) denied Concerned Residents' request to file its proposed evidence, finding that the evidence was not material to the specific circumstances of the County such that it could support deviation from the terms of the Model.

The OEB also set a one-day transcribed oral hearing of arguments by Enbridge Gas, Concerned Residents, and OEB staff, scheduled for January 13, 2025.

By letter to the OEB dated January 6, 2025, Concerned Residents advised that, based on the further clarification of the scope of proceeding in Procedural Order No. 4, it no longer sought deviations from the Model and did not seek to participate in the upcoming hearing.

Based on this letter, and Enbridge Gas's reply that it had nothing further to add to its summary submitted in preparation for the oral hearing, the OEB cancelled the oral hearing.

### 3 REQUEST FOR FRANCHISE RENEWAL

Enbridge Gas operates in the County under a franchise agreement that was entered into on December 8, 2004.<sup>1</sup> The franchise agreement is based on the Model, for a twenty-year term.

The OEB notes that while the expiration date of the franchise agreement was December 8, 2024, the franchise agreement continued to operate in accordance with its terms and conditions. Section 4. c. of the franchise agreement, entitled “Duration of Agreement and Renewal Procedures,” specifically provides that the terms and conditions of an existing agreement continue until any renewal has been settled, if at any time within two years prior to the expiration of the agreement, either party has given notice to the other that it desires to enter into negotiations for a renewed agreement.

Enbridge Gas filed its application on April 5, 2024, several months prior to the expiry of the franchise agreement.

Enbridge Gas does not hold a certificate of public convenience and necessity (Certificate) specific to the County, given that it is an upper-tier municipality. However, Enbridge Gas does hold a Certificate for each of the lower-tier municipalities within the County in which it operates.<sup>2</sup>

Enbridge Gas applied to the County for approval of the renewal of the franchise, based on a proposed municipal franchise agreement in the form of the Model, with no amendments. On March 20, 2024, the County gave its approval. With this application to the OEB, Enbridge Gas filed the County’s draft by-law granting the proposed franchise renewal, and a copy of the proposed municipal franchise agreement. Enbridge Gas also filed a copy of the County’s resolution passed on March 20, 2024, approving the form of the draft by-law and franchise agreement, and authorizing Enbridge Gas’s request for an order declaring and directing that the assent of the municipal electors to the by-law approving the franchise agreement is not necessary.

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<sup>1</sup> RP-2004-0215/EB-2004-0433

<sup>2</sup> The OEB generally only grants certificates to lower-tier municipalities. Enbridge Gas holds certificates for the Town of Greater Napanee (EB-2018-0116), The Township of Loyalist (EB-2007-0022) and the Township of Stone Mills (EB-2007-0024).

## 4 FINDINGS

The OEB finds that it is in the public interest to approve Enbridge Gas's application, as filed. Enbridge Gas filed a complete application and provided notice of the hearing in the manner instructed by the OEB. The proposed municipal franchise agreement, attached as Schedule A to this decision, is in the form of the Model, with no amendments, and is for a term of twenty years. No party raised issues or sought to introduce any evidence within scope of the proceeding which could be viewed by the OEB as being specific to the County and warranting the OEB to deny the application.

The OEB notes that through the adoption and consistent application of the Model, the key provisions therein have been applied fairly and uniformly throughout the province, and virtually all natural gas franchise agreements currently in use in the province are in the same form as the Model and set for a standard term of 20 years. As stated in the *Natural Gas Facilities Handbook*, the OEB expects that franchise agreements will be based on the Model "unless there is a compelling reason for deviation". The Model provides a template to guide the sector regarding the key terms and conditions of a natural gas franchise agreement that the OEB finds reasonable under the *Municipal Franchises Act*.

As also recently explained in its *Leamington* decision, the OEB's long-held view is that the Model best meets the public interest by providing fair treatment of both the civic duties of a municipality and a gas distributor's ratepayers.<sup>3</sup> In that decision, the OEB stated that "this is preferable to a piecemeal approach of negotiating terms specific to a franchise".

The OEB has given significant weight to the evidence that the two signatories to the natural gas franchise agreement (the gas company and the municipality) are in complete agreement on the terms and conditions of its renewal, and that those terms and conditions are in the form of the Model without amendment.

The OEB also notes that Enbridge Gas brought its application with the full support of the County. Specifically, the County's Resolution CC-24-72 approved the form of the draft by-law and the franchise agreement on the same terms and conditions as those set out in the Model, and authorized Enbridge Gas's request for an order declaring and

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<sup>3</sup> EB-2022-0201, Decision and Order, March 30, 2023.



directing that the assent of the municipal electors to the by-law and franchise agreement is not necessary.

Finally, the OEB notes that it provided the County with several opportunities to participate in this proceeding as an intervenor. The County did not participate and, accordingly, the OEB is satisfied that Enbridge Gas and the County are in accord in respect of the renewal of their franchise agreement. The OEB encourages Enbridge Gas and the County to proactively continue their dialogue on all matters pertaining to the franchise agreement and other operational issues that may surface during the course of its 20-year term.

## 5 ORDER

### IT IS ORDERED THAT:

1. The terms and conditions upon which, and the period for which, the County of Lennox and Addington is, by by-law, to grant to Enbridge Gas Inc. the right to construct and operate works for the distribution, transmission and storage of natural gas, and the right to extend and add to the works, in the municipality, as set out in the municipal franchise agreement attached as Schedule A, are approved. A current map of the County of Lennox and Addington is attached as Schedule B.
2. The assent of the municipal electors to the by-law is not necessary.
3. Cost eligible intervenors shall file their cost claims with the OEB and forward them to Enbridge Gas Inc. on or before **February 21, 2025**.
4. Enbridge Gas Inc. shall file with the OEB and forward to the intervenors any objections to the claimed costs by **March 7, 2025**.
5. If Enbridge Gas Inc. objects to any intervenor costs, those intervenors shall file with the OEB and forward to Enbridge Gas Inc. their responses, if any, to the objection by **March 14, 2025**.
6. Enbridge Gas Inc. shall pay the OEB's costs of and incidental to this proceeding upon receipt of the OEB's invoice.

**DATED** at Toronto, February 11, 2025

**ONTARIO ENERGY BOARD**

Nancy Marconi  
Registrar

**SCHEDULE A**  
**MUNICIPAL FRANCHISE AGREEMENT**  
**ENBRIDGE GAS INC.**  
**EB-2024-0134**  
**FEBRUARY 11, 2025**

# 2000 Model Franchise Agreement

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THIS AGREEMENT effective this                      day of                      , 2024

BETWEEN:

**THE CORPORATION OF THE COUNTY OF LENNOX AND ADDINGTON**

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 Corporation and to the inhabitants of those local or lower tier municipalities within the Municipality from which the Gas Company has a valid franchise agreement for that purpose.

### **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 COUNTY OF LENNOX AND ADDINGTON**

Per: \_\_\_\_\_  
Henry Hogg, Warden

Per: \_\_\_\_\_  
Tracey McKenzie, Clerk

**ENBRIDGE GAS INC.**

Per: \_\_\_\_\_  
Mark Kitchen, Director, Regulatory Affairs

Per: \_\_\_\_\_  
Nicole Lehto, Director, Regional Operations

**SCHEDULE B**

**MAP OF THE COUNTY OF LENNOX AND ADDINGTON**

**ENBRIDGE GAS INC.**

**EB-2024-0134**

**FEBRUARY 11, 2025**



