



Ontario  
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**BY EMAIL**

March 6, 2025

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

Dear Ms. Marconi:

**Re: Enbridge Gas Inc.  
Application for Approval to Renew its Franchise Agreement with the Town of  
Essex  
OEB File Number: EB-2024-0351**

In accordance with Procedural Order No. 1, please find attached Ontario Energy Board (OEB) staff's interrogatories in the above proceeding. Enbridge Gas's responses to interrogatories are due by March 13, 2025.

Any questions relating to this letter should be directed to Natalya Plummer at [natalya.plummer@oeb.ca](mailto:natalya.plummer@oeb.ca) or at 416-440-7654. The OEB's toll-free number is 1-888-632-6273.

Yours truly,

Natalya Plummer  
Advisor

Encl.

**OEB Staff Interrogatories  
Enbridge Gas Inc.  
EB-2024-0351**

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

**OEB STAFF – 1(a)**

**Reference:** Application, page 12, para 17

**Preamble:**

Enbridge Gas is seeking an order pursuant to section 9(4) of the *Municipal Franchises Act*, R.S.O. 1990, c. M.55 directing and declaring that the assent of the municipal electors of the Town of Essex to the by-law is not necessary for the proposed franchise agreement.

Section 10(5) of the *Municipal Franchises Act*, R.S.O. 1990, c. M.55 provides as follows:

An order of the Board heretofore or hereafter made under subsection (2) renewing or extending the term of the right or an order of the Board under subsection (4) shall be deemed to be a valid by-law of the municipality concerned assented to by the municipal electors for the purposes of this Act and of section 58 of the Public Utilities Act. R.S.O. 1990, c. M.55, s. 10 (5).

**Question(s):**

- 1 (a) Please confirm that this is an oversight and that Enbridge Gas is not seeking an order under s. 9(4) of the *Municipal Franchises Act* (given that an order of the OEB made under section 10 thereof renewing or extending the term of the right shall be deemed to be a valid by-law of the municipality concerned assented to by the municipal electors for the purposes of the Act) or, if not, please explain.

**OEB STAFF – 1(b)**

**Reference:** Enbridge Gas letter, February 21, 2025

**Preamble:**

Enbridge Gas states: "For clarification, as is noted in the Application, what the Town of Essex council reviewed at its December 2, 2024 meeting was a form of a franchise agreement that included several proposed amendments to the Model Franchise Agreement. What the Town of Essex refers to as the "proposed agreement" is the agreement that the municipality's Director, Infrastructure Services proposed to council that includes amendments proposed by the municipality that were not discussed with Enbridge Gas prior to the council adopting them through the 1st and 2nd readings of its proposed Bylaw 2405. This is not the proposed franchise agreement that has been included at Schedule E of the Application."

**Question(s):**

- 1 (b) Please advise whether Enbridge Gas made the municipality aware that, in the case where the municipality and Enbridge Gas were unable to reach an agreement on the terms and conditions of a renewal, that either party could make an application to the OEB for an order under section 10 of the *Municipal Franchises Act* and that such order would be deemed to be a valid by-law of the municipality assented to by the municipal electors.

**OEB STAFF - 2**

**Reference:** Application, pages 8, 9, para 9  
Town of Essex Letter of comment, February 3, 2025  
Enbridge Gas Letter of Comment, February 21, 2025

**Preamble:**

In its application, Enbridge Gas outlines several amendments that the Town of Essex seeks regarding the terms and conditions in sections 12 and 15 of the Model Franchise Agreement. In its letter filed on February 3, 2025, the Town of Essex stated that "changes to paragraph 12 of the proposed agreement were suggested to require reasonable spending and pro-rated costing." The Town of Essex also states that "changes to paragraph 15 of the proposed agreement were suggested to reflect that there is a disproportionate balance of power with regard to the control over abandoned mains within Town owned property and the costs of removal and disposal of such mains."

The Town of Essex also seeks the addition of the following clause to Model Franchise Agreement: "The rights and obligations set out in this Agreement are at all times subject to the Drainage Act, RSO, 1990, as amended. Where there is a conflict between this Agreement and the *Drainage Act* conflict, the *Drainage Act* shall prevail."

In its letter filed on February 21, 2025, Enbridge Gas stated that "the proposed amendments address more than just phrasing or titles and shift the responsibility for costs associated with removing decommissioned pipe to all ratepayers and ignore OEB

and court rulings with respect to the provisions of the franchise agreement taking preference over the provisions of the *Drainage Act*.”

**Question(s):**

- a) Please provide Enbridge Gas's understanding of what pro-rated costing means and how this differs from the cost-sharing provisions in the Model Franchise Agreement.
- b) Please comment on how changing “Project” in the Model Franchise Agreement to “Relocation Work” may impact or change the terms and conditions in the Model Franchise Agreement.
- c) Please provide examples of how provisions in the *Drainage Act* change the terms and conditions of the Model Franchise Agreement, were the Model Franchise Agreement made subject to the provisions in the *Drainage Act*.
- d) Please advise if Enbridge Gas accepts any of the Town of Essex’s proposed changes as being reasonable and not in conflict with the public interest and, if so, please explain.

**OEB STAFF - 3**

**Reference:** Application, page 10, para 9  
Town of Essex Letter of comment, February 3, 2025  
Enbridge Gas Letter of Comment, February 21, 2025

**Preamble:**

The Town of Essex seeks the addition of the following clause to section 18 of the Model Franchise Agreement “If any pavement cuts are required to perform any of the work under this Agreement, prior to such pavement cuts being performed, the Gas Company shall seek the approval of the Director, Infrastructure. In the event a pavement cut is deemed necessary by the Director, Infrastructure, said Director, Infrastructure may specify the type, thickness, and method of pavement cut restoration, both temporary and permanent. And in return the Gas Company shall make good any setting or subsistence caused by such excavation. All pavement cuts shall be repaired without delay at the expense of the Gas Company. Should the repairs not be carried out without delay, the Corporation shall be entitled to make such repairs and invoice the Gas Company for the cost of restoration, to be paid in accordance with the terms of the invoice.”

In its letter filed on February 21, 2025, Enbridge Gas stated that “The Town of Essex’s proposed addition of a paragraph to address pavement cuts selectively adjusts the wording contained in the Gas Franchise Handbook which was designed to serve as a consolidated guide to deal with operating issues that sometimes require a greater level of detail than appears in the franchise agreement itself.”

**Question(s):**

- a) Please comment on how the Gas Franchise Handbook is used in conjunction with the Model Franchise Agreement and whether a specific provision(s) relating to pavement cuts is better addressed through the Gas Franchise Handbook or the Model Franchise Agreement.