



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

November 6, 2025

Mr. Ritchie Murray
Acting Registrar
Ontario Energy Board
2300 Yonge Street, 27th Floor
Toronto, ON M4P 1E4

Dear Mr. Murray:

**Re: Enbridge Gas Inc.
Application for Certificate of Public Convenience and Necessity
Township of Brock**

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 Township of Brock.

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

Encl.

ONTARIO ENERGY BOARD

IN THE MATTER OF the *Municipal Franchises Act*, R.S.O. 1990, c.M.55, as amended;

AND IN THE MATTER OF an Application by Enbridge Gas Inc. for an Order cancelling and superseding the EB-2013-0210 Certificate of Public Convenience and Necessity related to the Municipality of Brock and replacing it with a Certificate of Public Convenience and Necessity to construct works to supply natural gas in the current Township of Brock.

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 Township of Brock (Municipality) 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 Township of Brock and a customer density representation of Enbridge Gas' service area. Enbridge Gas currently serves approximately 3,350 customers in the Township of Brock. Enbridge Gas and its predecessors have been providing access to gas distribution services within the Township of Brock since approximately 1957.
3. The Township of Brock is a lower-tier municipality located in the Regional Municipality of Durham. Pursuant to section 2(1)(f) of the *Act to Establish the Regional Municipality of Durham* (see excerpt at Schedule "B"), on January 1, 1974, the former Township of Brock was amalgamated with the former Village of Beaverton, the former Village of Cannington, the former Township of Brock and the former Township of Thorah to form the new Township of Brock.
4. Enbridge Gas has a 20-year franchise agreement (EB-2013-0209) with the Township of Brock effective August 12, 2013 (attached as Schedule "C"). Enbridge Gas has a Certificate of Public Convenience and Necessity (CPCN) issued by the Ontario Energy Board dated July 18, 2013 (EB-2013-0210 attached as Schedule "D") for the Municipality of Brock which replaced the previous CPCNs for the former Township of Brock (F.B.C. 152), the former Town of Beaverton (F.B.C. 155), and the former Town of Thorah (F.B.C. 154). Enbridge Gas is not aware of any changes to the municipal boundaries of the Township of Brock since the existing CPCN was issued. The request for a new CPCN is to ensure that it is associated with the correct name for the municipality.
5. The Natural Gas Facilities Handbook (issued March 31, 2022) states the following:

3.6.1 Municipal Name Changes

If the name of the municipality changes after the OEB has issued a certificate, then the certificate holder should notify the OEB within 90 days of the date that the new name takes effect to have the certificate amended to reflect the new name of the municipality.

6. Given that Enbridge Gas already holds the CPCN rights for all the lands that now make up the Township of Brock (through our existing EB-2013-0209 CPCN), 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 Township of Brock.
7. Enbridge Gas has franchise agreements with and Certificates of Public Convenience and Necessity for the Township of Scugog, the Township of Uxbridge, the Town of Georgina, the City of Kawartha Lakes and the Township of Ramara which are immediately adjacent to the Municipality. Enbridge Gas is not aware of any other natural gas distributor in the area.
8. The contact information of the Township of Brock is as follows:

Township of Brock
1 Cameron Street East
Cannington, ON L0E 1E0
Attention: Fernando Lamanna, Clerk
Telephone: (705) 432-2355
Email: clerks@brock.ca

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

Enbridge Gas Inc.
500 Consumers Road
North York, ON M2J 1P8
Attention: Neil MacNeil, Director, Capital Project Management and Execution
Email: neil.macneil@enbridge.com

9. Enbridge Gas hereby applies to the Ontario Energy Board for an Order pursuant to s.8 of the *Municipal Franchises Act* cancelling and superseding the EB-2013-0210 Certificate of Public Convenience and Necessity related to the Municipality of Brock and replacing it with a Certificate of Public Convenience and Necessity to construct works to supply natural gas in the current Township of Brock.
10. This application is made under s.8 of the *Municipal Franchises Act* and, as set out above, it is administrative in nature. Enbridge Gas therefore requests relief under s. 21(4)(b) of the *Ontario Energy Board Act, 1998* and asks that the application be processed without a hearing. In Enbridge Gas' view, it is clear that no person will "be adversely affected in a material way by the outcome of the proceeding".
11. In the alternative, Enbridge Gas requests that this matter be processed by delegated authority under s. 6(4) of the *Ontario Energy Board Act, 1998*. In Enbridge Gas' view, processing this particular application by delegated authority without a hearing would advance regulatory efficiency goals and be consistent with the Ontario Energy Board's well-established practice for determining applications of a similar administrative nature.

12. The Ontario Energy Board has discretion under section 21.02 of its [Rules of Practice and Procedure](#), as well as under section 8 of the *Municipal Franchises Act*, to determine the method and distribution of notice of a hearing. Due to the administrative nature of this request necessitated by the need to correct a municipal name, the only potentially affected party is the Township of Brock. As such, in the further alternative, Enbridge Gas requests that, if the Ontario Energy Board decides to hold a hearing, notice be provided to the Township of Brock and to no other person.

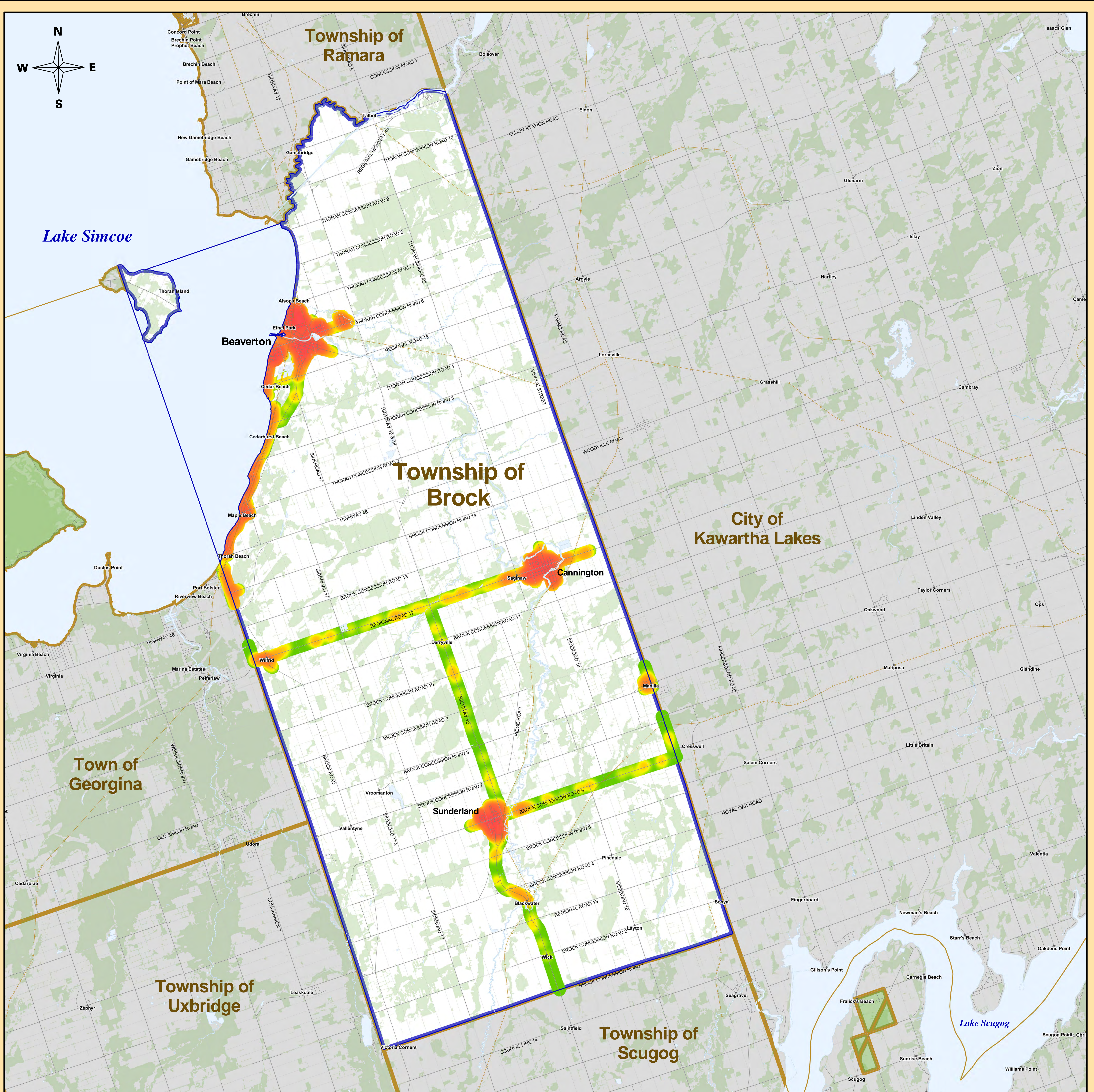
DATED at the Municipality of Chatham-Kent, in the Province of Ontario this 6th day of November 2025.

ENBRIDGE GAS INC.

Patrick McMahon
Technical Manager
Regulatory Research and Records

Comments respecting this Application should be directed to:

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



Township of Brock

Legend

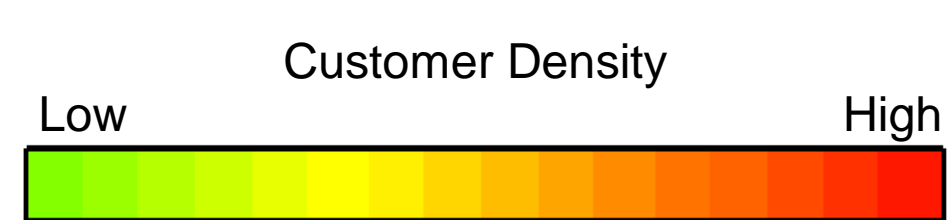
- Enbridge Gas Pipeline Coverage Area
- Township of Brock
- Roads
- Railways
- Municipal and Township Boundaries
- Indigenous Lands
- Wooded Areas



Disclaimer

The location of Enbridge Gas facilities on the following drawing is approximate and is to be used for information purposes only. Enbridge Gas re-affirms that this drawing should not be relied upon to determine the location of any Enbridge Gas' facilities, exact locates can be determined by calling Ontario One Call 1-800-400-2255

This document is to be used for viewing purposes only. It shall not guarantee gas supply or availability for a specific project. It is for demonstration purposes only indicating Natural Gas infrastructure.



Schedule B

CHAPTER 78

**An Act to establish
The Regional Municipality of Durham**

*Assented to June 22nd, 1973
Session Prorogued March 5th, 1974*

HER MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

INTERPRETATION

1. In this Act,

Interpre-
tation

- (a) "area municipality" means the municipality or corporation of the City of Oshawa, the Town of Ajax, the Town of Newcastle, the Town of Pickering, the Town of Whitby, the Township of Brock, the Township of Scugog and the Township of Uxbridge, all as constituted by section 2;
- (b) "bridge" means a public bridge, and includes a bridge forming part of a highway or on, over, under or across which a highway passes;
- (c) "chairman" means the chairman of the Regional Council;
- (d) "debt" includes any obligation for the payment of money;
- (e) "divided municipality" means a local municipality parts of which are annexed to two or more municipalities under subsection 1 of section 2;
- (f) "highway" and "road" mean a common and public highway or any part thereof, and include a street, bridge, and any other structure incidental thereto or any part thereof;
- (g) "land" includes lands, tenements and hereditaments, and any estate or interest therein, and any right or easement affecting them, and land covered with water, and includes any buildings or improvements on land;

- (h) "local board" means any school board, public utility commission, transportation commission, public library board, board of park management, local board of health, board of commissioners of police, planning board or any other board, commission, committee, body or local authority established or exercising any power or authority under any general or special Act with respect to any of the affairs or purposes, including school purposes, of the Regional Corporation or of an area municipality or of two or more area municipalities or parts thereof;
- (i) "local municipality" means in the year 1973 any local municipality or portion thereof within the Regional Area;
- (j) "merged area" means a local municipality that is amalgamated with another local municipality or a part of a local municipality that is annexed to a local municipality to constitute an area municipality, or a local municipality or part of a local municipality that is constituted an area municipality under subsection 1 of section 2, or the local municipality to which such part is annexed;
- (k) "Minister" means the Treasurer of Ontario and Minister of Economics and Intergovernmental Affairs;
- (l) "Ministry" means the Ministry of Treasury, Economics and Intergovernmental Affairs;
- (m) "money by-law" means a by-law for contracting a debt or obligation or for borrowing money, other than a by-law passed under section 99;
- (n) "Municipal Board" means the Ontario Municipal Board;
- (o) "Regional Area",
- (i) until the 1st day of January, 1974, means,
- A. the area included within the County of Ontario, except the townships of Rama and Mara and except that portion of the Township of Pickering annexed to the Borough of Scarborough by subsection 1a of section 148 of *The Municipality of Metropolitan Toronto Act*, as enacted by the Statutes of Ontario, 1973, chapter 48, section 5, and,

B. the area included within the County of Durham, except the Township of Manvers, the Township of Cavan, the Village of Millbrook, the Township of Hope and the Town of Port Hope, and

- (ii) on and after the 1st day of January, 1974, means the area from time to time included within the area municipalities;
- (p) "Regional Corporation" means, subject to subsection 6 of section 6, The Regional Municipality of Durham;
- (q) "Regional Council" means the council of the Regional Corporation;
- (r) "regional road" means a road forming part of the regional road system established under Part III;
- (s) "roadway" means that part of the highway designed or intended for use by vehicular traffic.

PART I

AREA MUNICIPALITIES

2.—(1) On the 1st day of January, 1974,

Constitution of area municipalities

- (a) The Corporation of the City of Oshawa and The Corporation of the Township of East Whitby are amalgamated as a city municipality bearing the name of The Corporation of the City of Oshawa;
- (b) The Corporation of the Town of Ajax and The Corporation of the Village of Pickering are amalgamated as a town municipality bearing the name of The Corporation of the Town of Ajax and the portions of the Township of Pickering, described as follows, are annexed to such town:

FIRSTLY, part of the Township of Pickering, commencing at a point in the east boundary of the Township of Pickering where it is intersected by the easterly prolongation of the north limit of Lot 1 in Concession IV of the Township of Pickering;

THENCE westerly to and along the north limit of lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 in Concession IV of the Township of Pickering to a point measured 126.33 feet easterly

therealong from the southerly prolongation of the east limit of Lot 17 in Concession V of the Township of Pickering;

THENCE South $16^{\circ} 29' 40''$ East 203.01 feet to a point;

THENCE North $72^{\circ} 59' 20''$ East 203.19 feet to the east limit of Lot 17 in Concession IV of the said Township of Pickering;

THENCE southerly along the east limit of Lot 17 to a point distant 4433.41 feet measured southerly thereon from the northeast angle of Lot 17 in Concession IV;

THENCE North $60^{\circ} 57' 10''$ East 688.66 feet;

THENCE North $60^{\circ} 07' 40''$ East 755.95 feet;

THENCE South $15^{\circ} 59' 50''$ East 563.14 feet;

THENCE South $15^{\circ} 58' 30''$ East 397.03 feet;

THENCE South $14^{\circ} 57' 00''$ East 101.47 feet;

THENCE South $15^{\circ} 24' 10''$ East 317.45 feet;

THENCE South $18^{\circ} 41' 20''$ East 126.30 feet;

THENCE South $13^{\circ} 32' 50''$ East 58.00 feet;

THENCE South $15^{\circ} 56' 20''$ East 350.79 feet to the north limit of the Canadian Pacific Railway right-of-way;

THENCE westerly along the north limit of railway right-of-way 1.48 feet to the east limit of Lot 16 in Concession IV of the Township of Pickering;

THENCE southerly along the east limit of Lot 16 a distance of 102.27 feet to the south limit of railway right-of-way;

THENCE easterly along the south limit of railway a distance of 1.30 feet to a point;

THENCE South $16^{\circ} 21' 50''$ East 614.59 feet;

THENCE South $16^{\circ} 06' 40''$ East 27.01 feet to the south-east angle of Lot 16 in Concession IV;

THENCE South $17^{\circ} 56' 30''$ East 66.00 feet to the north limit of Lot 16 in Concession III;

THENCE easterly along the north limit of Lot 16 a distance of 49.18 feet to the northeast angle thereof;

THENCE southerly along the east limit of Lot 16 in Concession III a distance of 4618.51 feet to a point;

THENCE South $50^{\circ} 05' 40''$ West to the line between lots 17 and 18 in Concession III of the Township of Pickering;

THENCE southerly along the line between lots 17 and 18 in concessions III and II respectively to the middle of the main channel of West Duffin Creek;

THENCE northeasterly and southeasterly following the middle of the main channels of West Duffin Creek and Duffin Creek to the west boundary of the Village of Pickering;

THENCE northerly, easterly and southerly following the boundaries between the Township of Pickering and the Village of Pickering to an angle in the Town of Ajax;

THENCE easterly and southerly following the various boundaries between the Township of Pickering and the Town of Ajax to the southeast angle of the said Town;

THENCE easterly along the south boundary of the Township of Pickering being along the International Boundary to the southeast angle thereof;

THENCE northerly along the east boundary of the Township of Pickering to the point of commencement;

SECONDLY, part of the Township of Pickering commencing at the southwest angle of Lot 14 in Concession I of the Township of Pickering;

THENCE easterly along the southerly limit of Lot 14 in Concession I to an angle in the Town of Ajax;

THENCE easterly and northerly following the boundaries between the Township of Pickering and the Town of Ajax to an angle in the Village of Pickering;

THENCE westerly following the boundaries between the Township of Pickering and the Village of Pickering to the west limit of Lot 14 in Concession I of the Township of Pickering;

THENCE southerly along the west limit of Lot 14 to the point of commencement;

- (c) The Corporation of the Town of Bowmanville, The Corporation of the Village of Newcastle, The Corporation of the Township of Clarke and The Corporation of the Township of Darlington are amalgamated as a town municipality bearing the name of The Corporation of the Town of Newcastle;
- (d) The portion of the Township of Pickering, described as follows, is established as a town municipality bearing the name of The Corporation of the Town of Pickering;

COMMENCING at a point in the east boundary of the Township of Pickering where it is intersected by the easterly prolongation of the north limit of Lot 1 in Concession IV of the Township of Pickering;

THENCE westerly to and along the north limit of lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 in Concession IV to a point measured 126.33 feet easterly therealong from the southerly prolongation of the east limit of Lot 17 in Concession V of the Township of Pickering;

THENCE South $16^{\circ} 29' 40''$ East 203.01 feet to a point;

THENCE North $72^{\circ} 59' 20''$ East 203.19 feet to the east limit of Lot 17 in Concession IV of the Township of Pickering;

THENCE southerly along the east limit of Lot 17 to a point distant 4433.41 feet measured southerly thereon from the northeast angle of Lot 17 in Concession IV;

THENCE North $60^{\circ} 57' 10''$ East 688.66 feet;

THENCE North $60^{\circ} 07' 40''$ East 755.95 feet;

THENCE South $15^{\circ} 59' 50''$ East 563.14 feet;

THENCE South $15^{\circ} 58' 30''$ East 397.03 feet;

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THENCE South $18^{\circ} 41' 20''$ East 126.30 feet;

THENCE South $13^{\circ} 32' 50''$ East 58.00 feet;

THENCE South $15^{\circ} 56' 20''$ East 350.79 feet to the north limit of the Canadian Pacific Railway right-of-way;

THENCE westerly along the north limit of railway right-of-way 1.48 feet to the east limit of Lot 16 in Concession IV of the Township of Pickering;

THENCE southerly along the east limit of Lot 16 a distance of 102.27 feet to the south limit of railway right-of-way;

THENCE easterly along the south limit of railway right-of-way a distance of 1.30 feet to a point;

THENCE South $16^{\circ} 21' 50''$ East 614.59 feet;

THENCE South $16^{\circ} 06' 40''$ East 27.01 feet to the southeast angle of Lot 16 in Concession IV;

THENCE South $17^{\circ} 56' 30''$ East 66.00 feet to the north limit of Lot 16 in Concession III;

THENCE easterly along the north limit of Lot 16 a distance of 49.18 feet to the northeast angle thereof;

THENCE southerly along the east limit of Lot 16 in Concession III a distance of 4618.51 feet to a point;

THENCE South $50^{\circ} 05' 40''$ West to the line between lots 17 and 18 in Concession III of the Township of Pickering;

THENCE southerly along the line between lots 17 and 18 in concessions III and II respectively to the middle of the main channel of West Duffin Creek;

THENCE northeasterly and southeasterly following the middle of the main channels of West Duffin Creek and Duffin Creek to the west boundary of the Village of Pickering;

THENCE southerly along the west boundary of the Village of Pickering to the southwest angle of the said Village being at the south limit of the right-of-way of the Canadian National Railway Company;

THENCE easterly along the south limit of the said right-of-way to the west limit of Lot 14 in Concession I of the Township of Pickering;

THENCE southerly along the west limit of Lot 14 to its southwest angle;

THENCE easterly along the south limit of Lot 14 in Concession I to an angle in the Town of Ajax;

THENCE southerly following the boundaries between the Township of Pickering and the Town of Ajax to the International Boundary between Canada and the United States of America;

THENCE westerly following the said International Boundary to the intersection of a line having the same course as the west boundary of the Township of Pickering drawn southerly from the mouth of the Rouge River at Lake Ontario;

THENCE northerly on the same course as the west boundary of the said Township to the mouth of the said Rouge River;

THENCE northwesterly following the middle of the main channels of the Rouge River and the Little Rouge Creek to the west boundary of the Township of Pickering;

THENCE northerly following the west boundary of the Township of Pickering to its northwest angle thereof;

THENCE easterly along the north boundary of the said Township of Pickering to the northeast angle thereof;

THENCE southerly following the east boundary of the Township of Pickering to the point of commencement;

- (e) The Corporation of the Town of Whitby is continued as a town municipality;
- (f) The Corporation of the Village of Beaverton, The Corporation of the Village of Cannington, The Corporation of the Township of Brock and The Corpora-

tion of the Township of Thorah are amalgamated as a township municipality bearing the name of The Corporation of the Township of Brock;

- (g) The Corporation of the Village of Port Perry, The Corporation of the Township of Cartwright, The Corporation of the Township of Reach and The Corporation of the Township of Scugog are amalgamated as a township municipality bearing the name of The Corporation of the Township of Scugog;
- (h) The Corporation of the Town of Uxbridge, The Corporation of the Township of Scott and The Corporation of the Township of Uxbridge are amalgamated as a township municipality bearing the name of The Corporation of the Township of Uxbridge.

(2) The following police villages are dissolved on the 1st day of January, 1974:

Dissolution
of police
villages

1. The Police Village of Orono.
2. The Police Village of Sunderland.

(3) For the purposes of every Act, the amalgamations, annexations and dissolutions provided for in this Part shall be deemed to have been effected by orders of the Municipal Board not subject to section 42 of *The Ontario Municipal Board Act* or to petition or appeal under section 94 or 95 of such Act, made on the day this section comes into force pursuant to applications made under sections 14 and 25 of *The Municipal Act* and, subject to the provisions of this Act, the Municipal Board, upon the application of any area municipality or any local board thereof or of its own motion, may exercise its powers consequent upon such amalgamations, annexations and dissolutions, and sections 94 and 95 of *The Ontario Municipal Board Act* do not apply to decisions or orders made in the exercise of such powers and "municipalities" in clause *a* of subsection 11 of section 14 of *The Municipal Act* includes, for the purposes of such clause, the area municipalities to which territory is annexed.

Amalgama-
tions and
annexations
deemed by
Municipal
Board
orders

R.S.O. 1970,
cc. 323, 264

(4) If directed by order of the Minister, a vote of the electors of any area municipality as established under subsection 1 shall be taken at the same time as the election for the first council of the area municipality, to determine from among the names designated by the Minister, which name the area municipality shall bear and, following the vote, the Minister shall by order,

Referendum
re names
of area
municipal-
ities

THE CORPORATION OF THE TOWNSHIP OF BROCK

BY-LAW NUMBER 2486-2013-PW

**A BY-LAW TO AUTHORIZE A FRANCHISE AGREEMENT
BETWEEN THE CORPORATION OF THE TOWNSHIP OF BROCK ("CORPORATION") AND
ENBRIDGE GAS DISTRIBUTION INC.**

WHEREAS the Council of the Corporation of the Township of Brock deems it expedient to enter into the attached franchise agreement with Enbridge Gas Distribution Inc.;

AND WHEREAS the Ontario Energy Board by its Order issued pursuant to the *Municipal Franchises Act* on the 18th day of July, 2013 has approved the terms and conditions upon which and the period for which the franchise provided for in the attached 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 BE IT ENACTED:

1. That the attached franchise agreement between the Corporation and Enbridge Gas Distribution Inc. is hereby authorized and the franchise provided for therein is hereby granted.
2. That the Mayor and the Clerk are hereby authorized and instructed on behalf of the Corporation to enter into and execute under its corporate seal and deliver the aforesaid agreement, which agreement is hereby incorporated into and shall form part of this by-law.

THIS BY-LAW READ TWICE THIS 12TH DAY OF AUGUST, 2013.

[Original Signed By Terry Clayton]

MAYOR

[Original Signed By Thomas Gettinby]

CLERK

THIS BY-LAW READ A THIRD TIME AND PASSED THIS 12TH DAY OF AUGUST, 2013.

[Original Signed By Terry Clayton]

MAYOR

[Original Signed By Thomas Gettinby]

CLERK

Model Franchise Agreement

THIS AGREEMENT effective this day of , 20 .

BETWEEN: The Corporation of the Township of Brock hereinafter called the
"Corporation"

- and -

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

Part III - Conditions

5. Approval of Construction

- a. The Gas Company shall not undertake any excavation, opening or work which will disturb or interfere with the surface of the travelled portion of any highway unless a permit 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. 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 TOWNSHIP OF BROCK

By: [Original Signed By Terry Clayton]

By: [Original Signed By Thomas Gettinby]

Duly Authorized Officer



ENBRIDGE GAS DISTRIBUTION INC. **Arunas Plekaitis**
Vice President, Regulatory,
Public & Government Affairs

By: [Original Signed By Arunas Plekaitis]



By: [Original Signed By Glenn Beaumont]
Glenn Beaumont
Senior Vice President, Operations

EB-2013-0210

Certificate of Public Convenience and Necessity

The Ontario Energy Board hereby grants

Enbridge Gas Distribution Inc.

approval under section 8 of the *Municipal Franchises Act*, R.S.O. 1990, c. M.55, as amended, to construct works to supply gas in the geographic boundaries of the

Municipality of Brock

This certificate replaces the Certificate of Public Convenience and Necessity that is associated with the former Township of Brock, the former Town of Beaverton, and the former Town of Thorah with a Certificate of Public Convenience and Necessity for the Municipality of Brock.

DATED at Toronto, July 18, 2013

ONTARIO ENERGY BOARD

Original Signed By

Kirsten Walli
Board Secretary