



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

March 19, 2026

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 Approval of Franchise Agreement
Town of Cobourg
Ontario Energy Board File No. EB-2025-0329**

Pursuant to Procedural Order No. 1, Enbridge Gas hereby submits responses to the information requests submitted by Ontario Energy Board staff and the Town of Cobourg.

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

Yours truly,

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ENBRIDGE GAS INC.

Response to Interrogatory from
OEB Staff

Reference: Application, page 1, para 2 and 3

Preamble:

The Town of Cobourg is a lower-tier municipality located within the County of Northumberland. Enbridge Gas states that it has been providing access to natural gas distribution services within the lower-tier municipalities in the Town of Cobourg since 1955.

Question:

Please clarify whether the reference in the application to lower-tier municipalities within the Town of Cobourg is correct.

Response:

The reference to “lower-tier municipalities” in Paragraph 2 of the Application is not accurate.

The last sentence in Paragraph 2 of the Application should read “Enbridge Gas and its predecessors have been providing access to natural gas distribution services within the Town of Cobourg since approximately 1955”.

ENBRIDGE GAS INC.

Response to Interrogatory from
OEB Staff

Reference: Application, page 2, para 5 and 6

Preamble:

Enbridge Gas states that the Town of Cobourg annexed parts of the Township of Hamilton in 1965, 1983 and 1997 and that following the annexations it held certificate rights for all the lands that make up the Town of Cobourg through certificate F.B.C. 49 and certificate F.B.C. 210. Enbridge Gas also states that F.B.C. 210 was replaced by EB-2024-0290 and that its request to replace F.B.C. 49 will result in a change to its overall existing certificate rights in the area as EB-2024-0290 does not include the former areas of the Township of Hamilton that are now part of the Town of Cobourg.

Question:

Please confirm that E.B.C. 49 can be cancelled in its entirety and does not cover areas other than the Town of Cobourg.

Response:

The E.B.C. 49 CPCN is not related to this Application. E.B.C. 49 was the CPCN issued to the Consumers' Gas Company in July 1966 for the Township of Amaranth. It was cancelled and superseded by the EB-2025-0134 Decision and Order issued on July 15, 2025.

The F.B.C. 49 CPCN issued to Lakeland Natural Gas Limited on March 28, 1956 related to the Town of Cobourg can be cancelled and superseded by the new CPCN that Enbridge Gas has requested be issued in this proceeding.

ENBRIDGE GAS INC.

Response to Interrogatory from
OEB Staff

Reference: Application, page 3, para 10, 13, and 14

Preamble:

Enbridge Gas states that the Town of Cobourg appears to have an issue with the 20-year term in paragraph 4 and the 35%/65% cost allocation for pipeline relocations requested by the municipality in paragraph 12(d) of the Model Franchise Agreement. Enbridge Gas also states that at the Town of Cobourg's council meeting held on November 26, 2025, the Council confirmed that it is not agreeable to executing a Model Franchise Agreement with Enbridge Gas unless amendments are made to various terms contained within the Model Franchise Agreement. Enbridge Gas argues that the Town of Cobourg has not raised unique issues that would lead the OEB to consider such a deviation.

Questions:

- a) Please discuss whether the Town of Cobourg has requested any specific word changes to paragraphs 4 and 12(d) of the Model Franchise Agreement.
- b) Please comment on whether changing the terms in paragraphs 4 and 12(d) could impact or change other paragraphs of the Model Franchise Agreement. If so, please comment on what the impact or changes could be.
- c) Please advise if Enbridge Gas accepts any of the Town of Cobourg's proposed changes as being reasonable and not in conflict with the public interest and, if so, please explain.

Response:

- a) As noted in the Application, based on discussions at the November 26, 2025 Council meeting, the Town of Cobourg is looking to make changes to at least the following terms of the Model Franchise Agreement before a new franchise agreement will be executed with Enbridge Gas:
 - Paragraph 4 (Duration of Agreement and Renewal Procedures) - The Town of Cobourg appears to have an issue with the 20-year term contained within the Model Franchise Agreement.
 - Paragraph 12(d) (Pipeline Relocation) - The Town of Cobourg does not agree that the municipality should be required to pay 35% of the costs of pipeline relocations requested by the municipality.

The Town of Cobourg has not provided Enbridge Gas with any specific word changes in this regard, other than its confirmation in its Intervention Form that it wanted changes made to both Paragraph 4 and Paragraph 12 of the Model Franchise Agreement:

“The applicant, Enbridge Gas Inc., seeks renewal of the natural Gas Franchise Agreement with the Town of Cobourg, and a new Certificate of Public Convenience and Necessity. EGI and the Town have been unable to come to an agreement on the contents of the subject Gas Franchise Agreement. Cobourg's particular concerns with the proposed Gas Franchise Agreement include the following: 1. The appropriate term for the agreement. EGI is seeking a 20 year term, in accord with the OEB's standard form of municipal franchise agreement. The Town has concerns that the term may, in the current circumstances, be too long. 2. The appropriate approach to cost sharing for EGI works on municipal property, including relocations. In particular, the town's infrastructure, including EGI's infrastructure in the town, is aging, and significant public works have been, and are expected to be, undertaken. This work is often disruptive, and it is important for the benefit of the public that it be carried out in the most efficient and cost effective manner. This could include EGI work on its infrastructure at the same time as the Town's work on the Town's infrastructure. The Town believes that its franchise agreement with EGI should more particularly provided for such coordination, at the instance of either party. 3. The Town is also continuing to consider concerns regarding EGI's services, and will advise if it has further issues to bring forward in this proceeding.” [emphasis added]

- b) It would be speculative for Enbridge Gas to comment on how changes to paragraphs 4 and 12(d) may impact other paragraphs of the Model Franchise Agreement, especially without knowing what the specific changes would be. Enbridge Gas does note, however, that these sections of the Model Franchise Agreement have consistently remained the same for all current 344 franchise agreements within Enbridge Gas' service area. Further, the OEB has consistently approved the standard 20-year term and the term is rarely debated. It is possible that changing the term or cost allocation provisions of the Model Franchise Agreement could have operational impacts in the manner that Enbridge Gas plans for and executes work in a municipality, depending upon what those changes are.

In the RP-2001-0008 / EB-2001-0062 - RP-2002-0122 / EB-2002-0358 proceeding, the Township of Dawn-Euphemia applied for a 15-year term for its renewed franchise agreement. The OEB denied that request in favour of the standard provisions of the Model Franchise Agreement.¹

- c) Similar to its responses to parts a) and b), Enbridge Gas does not know what specific changes the Town of Cobourg is proposing. In principle, Enbridge Gas does not accept any changes to paragraphs 4 and 12(d) of the Model Franchise Agreement. The OEB's [Natural Gas Facilities Handbook](#) directs that franchise agreements be based on the Model Franchise Agreement unless there are compelling reasons to deviate from it. Enbridge Gas does not believe that the Town of Cobourg has raised any issues unique to the Town of Cobourg that would lead the OEB to consider any proposed amendments. The OEB has signalled it will determine whether there is a need for any amendments to the Model Franchise Agreement as part of a narrow scope generic review that is expected to be initiated in 2026.

¹ RP-2001-0008 / EB-2001-0062 – RP-2002-0122 / EB-2002-0358 Decision and Order dated July 22, 2003.

Enbridge Gas has franchise agreements in place with 316 single/lower-tier municipalities and 28 upper-tier municipalities, all in the form of the current Model Franchise Agreement as determined by the OEB in accordance with its longstanding policy and practice. Enbridge Gas submits that it would be inappropriate for the OEB to consider changes to the Model Franchise Agreement with the Town of Cobourg in an ad hoc and narrow manner for one lower-tier municipality which, in turn, could have cascading implications on and/or involve considerations applicable to Enbridge Gas ratepayers and other municipalities which are not involved in this proceeding.

ENBRIDGE GAS INC.

Response to Interrogatory from
Town of Cobourg

References: Application Schedule H, 2000 Model Franchise Agreement (MFA), paragraph 4.(b)

OEB Letter dated October 15, 2025, regarding 2026 Generic Proceeding Regarding the Model Franchise Agreement.

Preamble:

The MFA includes provision for amendment of the agreement with Cobourg in the event that the MFA is changed, such amendment to be effective only at the 7th or 14th anniversaries of the date of “final passing of the By-law” passed by Municipal Council authorizing execution of the agreement.

The OEB has issued a letter indicating an intention to review the MFA in 2026.

Question:

In light of the imminent review of the MFA, would EGI have a concern if its renewed franchise agreement with Cobourg included a provision allowing for amendment to incorporate any revisions to the MFA in the year following the effective MFA revision date? If so, please explain the concern.

Response:

Such a provision is not required. If the narrow scope generic review of the Model Franchise Agreement results in the OEB determining that amendments are appropriate, then the OEB has authority to make amendments to existing franchise agreements, subject to the applicable rules of procedural fairness (under the common law and applicable provisions of the *Municipal Franchises Act*, the *Statutory Powers Procedure Act* and the *Ontario Energy Board Act, 1998*). This authority, for instance, includes the power to review and vary decisions and orders (including to initiate a review of its own accord pursuant to Rule 41.01 of the OEB’s [Rules of Practice and Procedure](#)).

In their submission earlier this year in the review of the renewal of the franchise agreement with the City of Guelph, OEB staff noted that, in the event the generic proceeding results in any amendments to the Model Franchise Agreement, they anticipate that “implementation matters regarding any changes that the OEB may approve to the standard [MFA] arising from the generic hearing will also be addressed at that time”.¹

Enbridge Gas is confident that the OEB will ensure that any Model Franchise Agreement amendments that might arise from the generic proceeding will be addressed in a timely fashion.

¹ [EB-2025-0058 - OEB Staff Submission dated January 14, 2026](#), page 8

ENBRIDGE GAS INC.

Response to Interrogatory from
Town of Cobourg

References: Application Schedule H, 2000 Model Franchise Agreement (MFA), paragraph 5.(e) regarding work scheduling.

[Gas Franchise Handbook](#) (Handbook), page 4 referencing a municipal Public Utilities Coordinating Committee (PUCC).

MFA, paragraphs 12(c) and (d) regarding cost sharing for relocations.

Handbook, page 15 regarding pipeline relocation and maintenance of the gas system.

Handbook, page 18 regarding location of the gas system for others.

Preamble:

The first two references appear to Cobourg to be the only provisions in the MFA or Handbook which address co-ordination between a municipality and EGI regarding major works. The first is a requirement for municipal approval. The second specifically references pipeline location standards.

Cobourg's municipal infrastructure is old and requires revitalization which will entail significant expense and public disruption. For example, in 2026 Cobourg plans replacement of the main downtown road and proximal watermain and of the sanitary and storm sewer. The anticipated final grade of the new road will require relocation of existing EGI infrastructure. Cobourg has experienced delays as a result of requiring estimates from, and co-ordinating work scheduling with, EGI in order to progress this project.

Questions:

- (a) Does EGI have a policy or process regarding response to municipal inquiries for relocation work (e.g. timelines to provide requested information including design drawings, cost estimates and contractor scheduling)? If so, please explain and provide any associated written materials.
- (b) The MFA (third reference above) provides for cost sharing between the municipality and EGI for relocation work by EGI requested by the municipality.
 - i. Please confirm that if EGI needs to repair or replace its infrastructure outside of a request for relocation from the municipality, EGI is responsible for all associated costs.
 - ii. Does EGI have a mechanism for proactive repair or replacement of aging EGI infrastructure in proximity to a municipal infrastructure project in instances where EGI's infrastructure is not relocated but is unearthed in the course of the municipalities' work and then recovered by the Municipality?
 - iii. In instances where EGI receives a request from a municipality for relocation of EGI infrastructure that does, or will imminently, require repair or replacement, what cost sharing policy is applied?

- (c) Given the apparent lack of a framework in the MFA and Handbook for joint infrastructure renewal planning, does EGI have a policy or process to address such opportunities? For example, is there a mechanism that EGI uses to proactively engage with municipalities as EGI's infrastructure ages to determine whether the municipality anticipates significant infrastructure work or renewal in areas proximal to EGI infrastructure that will, in the near term, require reinforcement or replacement? If so, please explain and provide any associated written materials.
- (d) Please provide EGI's view on a condition of approval of its Application that EGI review its infrastructure in the franchise area and discuss with Cobourg any opportunities to co-ordinate near term EGI infrastructure work with near term Cobourg infrastructure work.

Response:

- (a) Yes. The process followed by Enbridge Gas aligns with Section 12 of the franchise agreement which obligates Enbridge Gas to complete any facility relocation requested by the municipality within a reasonable period of time. Enbridge Gas works directly with each municipality within which we operate to identify future land development and infrastructure renewal projects as far in advance as possible, where the timeline is commensurate based on risk and project scope. Generally speaking, the annual utilities coordination meeting, typically held on site by each municipality, would identify works a year or two in advance which would allow for adequate planning, design and coordination of the relocation of natural gas assets.

In 2007, Enbridge Gas entered into a Geographic Information System (GIS) mapping data sharing agreement with the Town of Cobourg. This agreement provides the municipality with an annual extract of the Enbridge GIS mapping system showing the actual locations of the existing in service and abandoned natural gas infrastructure and allows the municipality to share the information with their contractors. Enbridge Gas manages the GIS as a composite as-built of its natural gas infrastructure. The intent of this data sharing agreement is to satisfy the requirement to share as-built records, but more importantly to assist with the early identification of potential conflicts of planned municipal construction projects. Feedback from over 100 municipalities that have GIS data sharing agreements with Enbridge Gas suggests that earlier identification of conflicts notably reduces the overall planning and design process of road reconstruction projects.

- (b) i) Confirmed. Only the infrastructure that the municipality has specifically identified to be in conflict with its roadworks is covered by the relocation provisions of the franchise agreement. All work performed on Enbridge Gas infrastructure, outside of a municipal relocation request, will be at the discretion of Enbridge Gas and associated costs are the responsibility of Enbridge Gas.
- ii) Yes. Enbridge Gas actively addresses the condition of its infrastructure when it is "unearthed" during a municipal project, even where the infrastructure is not being relocated. At

no cost to the municipality, Enbridge Gas will, upon being notified during the construction of the municipal project, assess unearthed Enbridge Gas infrastructure. An assessment will be made on cost responsibility if repair or replacement is required due to activity that resulted in pipe being unearthed. Enbridge Gas infrastructure that is not in conflict with municipal works and which does not pose a measured risk, will not be replaced or upgraded. Enbridge Gas has an integrity management program to balance risk, likelihood, probability and impact / consequence. From time to time, Enbridge Gas may elect to upgrade or replace portions of the natural gas infrastructure network at no cost to the municipality.

- iii) In instances where a municipality identifies the need for a potential relocation, Enbridge Gas will endeavour to reduce, with a goal of eliminating a relocation and its associated costs. Only when field investigation, records research and subsurface utility engineering surveys confirm a conflict will the relocation cost sharing provisions of the franchise agreement be applied.
- (c) Enbridge Gas typically engages with each municipality in the first quarter annually to discuss upcoming planned municipal projects and those planned by Enbridge Gas. The intent is to identify works by either party that could impact project management, such as relocations, reinforcements or replacements. Every attempt is made to collaborate and coordinate activities within a planned project area. Occasionally, these discussions have seen projects either advanced or deferred to collaboratively align with either the municipality's or Enbridge Gas' timelines so that impacts related to traffic control, customer impacts and road/lawn restoration are reduced/minimized.
- (d) Enbridge Gas does not consider any such condition of approval necessary or desired. As noted above, Enbridge Gas is already an active participant in annual and other coordinating meetings with the municipality with respect to aligning project plans. Further, the Town of Cobourg is not unique amongst municipalities with respect to a desire to coordinate infrastructure work. Such a generic issue is out of scope for this proceeding.