



**Evan Tomek**  
Senior Advisor  
Regulatory Applications - LTC  
Regulatory Affairs

Tel: (226) 229-9598  
[evan.tomek@enbridge.com](mailto:evan.tomek@enbridge.com)  
[EGIRegulatoryProceedings@enbridge.com](mailto:EGIRegulatoryProceedings@enbridge.com)

**Enbridge Gas Inc.**  
3840 Rhodes Drive  
P.O. Box 700  
Windsor, ON N9A 6N7  
Canada

April 17, 2026

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

Dear Mr. Murray:

**Re: Enbridge Gas Inc.  
Application for Approval of Certificate of Public Convenience and Necessity  
Norfolk County**

Attached is an application by Enbridge Gas Inc. for an Order of the Ontario Energy Board with respect to a Certificate of Public Convenience and Necessity for Norfolk County.

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,

*Evan Tomek*

Evan Tomek  
Senior Advisor, Regulatory Applications – Leave to Construct  
[evan.tomek@enbridge.com](mailto:evan.tomek@enbridge.com)  
(226) 229-9598

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-2021-0238-H Certificate of Public Convenience and Necessity related to Norfolk County and replacing it with a Certificate of Public Convenience and Necessity to construct works to supply natural gas in all areas of the current Norfolk County excluding those areas for which EPCOR Natural Gas, OM Limited Partnership, Metalore Resources Limited, Six Nations Natural Gas and Clearbeach Resources have been granted a Certificate of Public Convenience and Necessity.

### 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 Norfolk County 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 Norfolk County and a representation of Enbridge Gas's service area as well as the service areas of other parties holding Certificate of Public Convenience and Necessity (CPCN) rights within Norfolk County. Enbridge Gas currently serves approximately 24,600 customers in Norfolk County. Enbridge Gas and its predecessors have been providing access to gas distribution services within Norfolk County since approximately 1890.
3. Norfolk County is a single-tier municipality located in southwestern Ontario. In 1974, the townships of Houghton, North Walsingham, South Walsingham, part of Middleton and the village of Port Rowan amalgamated to form the Township of Norfolk. On January 1, 2001, the former Township of Delhi, the former Township of Norfolk, the former Town of Simcoe and part of the City of Nanticoke were amalgamated to form the Town of Norfolk. The name of the municipality was later changed to Norfolk County.
4. Enbridge Gas has a 20-year franchise agreement with Norfolk County effective September 23, 2025 (EB-2025-0181) which is attached as Schedule "B". Enbridge Gas has a CPCN issued by the Ontario Energy Board (OEB) dated December 16, 2021 (EB-2021-0238-H) for all of Norfolk County excluding those areas for which EPCOR Natural Gas has been granted limited CPCN rights within Norfolk County which is attached as Schedule "C".
5. In its October 17, 2019 (revised November 4, 2019) Decision and Order for the EB-2017-0108 proceeding<sup>1</sup>, the OEB granted a new CPCN to EPCOR Natural Gas (EB-2017-0108-

---

<sup>1</sup> [EB-2017-0108 Decision and Order](#)

B1) for limited areas within Norfolk County. The EB-2017-0108 Decision and Order included a new CPCN for Enbridge Gas (EB-2017-0108-A) for all of Norfolk County excluding those areas included under EPCOR Natural Gas's EB-2017-0108-B1 CPCN which is attached as Schedule "D".

6. In its June 14, 2018 Decision and Order for the EB-2017-0289 proceeding<sup>2</sup>, the OEB granted a new CPCN (EB-2017-0289-A) to OM Limited Partnership to construct pipeline facilities on Concession Road 8 from County Road 23 to W Quarter Line Road for the purpose of supplying natural gas to the new Maricann Group greenhouse facility located in the community of Langton which is located within Norfolk County. The OEB also granted a new CPCN (EB-2017-0289-B) to OM Limited Partnership to construct tie-in system facilities on the north half of Lot 2, Concession 7, Norfolk County, for the purpose of supplying natural gas to the new Maricann Group Langton Facility in Norfolk County.
7. While the EB-2017-0289 Decision and Order impacted the CPCN rights held by Enbridge Gas in Norfolk County, an application was not submitted to update the EB-2017-0108-A1 CPCN held by Enbridge Gas.
8. In its August 26, 2019 Decision and Order for the EB-2019-0089 proceeding<sup>3</sup>, the OEB granted a new CPCN (EB-2019-0089-A) to Metalore Resources Limited to construct pipeline facilities from its existing pipeline on Turkey Point Road to its proposed tie-in station at 1195 Charlotteville Road in the community of Simcoe (within Norfolk County) for the purpose of supplying natural gas to a proposed expanded New Leaf Canada facility to be located in Norfolk County. The OEB also granted a new CPCN (EB-2019-0089-B) to Metalore Resources Limited to construct tie-in station facilities on the south half of Lot 16, Concession 5, Norfolk County, for the purpose of supplying natural gas to the proposed New Leaf Canada facility.
9. While the EB-2019-0089 Decision and Order impacted the CPCN rights held by Enbridge Gas in Norfolk County, an application was not submitted to update the EB-2017-0108-A1 CPCN held by Enbridge Gas. To the best of Enbridge Gas's knowledge, the proposed New Leaf Canada greenhouse facility was built but the proposed supply piping from Metalore Resources was never constructed. The new greenhouse facility appears to be using propane as an energy source.
10. In its December 16, 2021 Decision and Order for the EB-2021-0238 proceeding<sup>4</sup>, the OEB granted a new CPCN (EB-2021-0238-C) to Six Nations Natural Gas for limited areas within the County of Brant and a new CPCN (EB-2021-0238-E) to Six Nations Natural Gas for limited areas within Norfolk County. While the EB-2021-0238 Decision and Order included a new CPCN for Enbridge Gas (EB-2021-0238-H) that was intended to be for all of Norfolk County excluding those areas included under the CPCNs that had been issued for Six Nations Natural Gas, EPCOR Natural Gas, OM Limited Partnership and possibly Metalore Resources, the EB-2021-0238-H CPCN issued by the OEB only identified CPCN areas

---

<sup>2</sup> [EB-2017-0289 Decision and Order](#)

<sup>3</sup> [EB-2019-0089 Decision and Order](#)

<sup>4</sup> [EB-2021-0238 Decision and Order](#)

granted to EPCOR Natural Gas and not the other gas distributors, and it erroneously identified an exclusion from Enbridge Gas's CPCN rights in the County of Brant rather than Norfolk County.

11. The bolded text in the excerpt below from the EB-2021-0238-H CPCN<sup>5</sup> describes an area within the jurisdiction of the County of Brant that is also identified in the CPCN granted to Enbridge Gas for the County of Brant (EB-2021-0238-G)<sup>6</sup>:

All of the former Townships of Woodhouse and Townsend, excluding those parts lying in Haldimand County **and in the area:**

- **Located on Concession 3, Burch Tract, Lot 37, Brantford Township, for 408 metres west of Bateman Line and for 2020 metres between Sour Springs Road and Burch Road in Brant County.**

12. In its April 9, 2026 Decision and Order for the EB-2024-0239 proceeding<sup>7</sup>, the OEB granted a new CPCN (EB-2024-0239) to Clearbeach Resources to construct and operate natural gas pipeline facilities within Concession 7 - North Part of Lot 2 in the former Township of Walsingham within Norfolk County solely for the purpose of supplying natural gas to EZ Grow Farms located at 230 Walsingham Townline Road. The EB-2024-0239 Order impacts the CPCN rights held by Enbridge Gas in Norfolk County.

13. The Natural Gas Facilities Handbook (issued March 31, 2022)<sup>8</sup> states the following at Section 3.1:

“A certificate will define the specific area within a municipality where a utility is permitted to construct natural gas works. The OEB may issue a certificate that does not cover the entire geographic area of a municipality but is instead limited to a route along certain defined roads (also known as “on-from-to”) or an area defined by metes and bounds.

The OEB can issue multiple certificates to different persons for different areas within in a single municipality. The OEB generally will not, however, issue certificates with overlapping areas as a precaution against creating confusion among utilities, consumers, emergency responders and other authorities. An exception may be a utility having a certificate for a “traversing pipeline” that crosses another utility’s service area.

[...]

If a certificate has been issued for a particular area in which there is currently no gas distribution service, another person may apply for a certificate to serve that area. The OEB may amend an existing certificate to remove authorization to serve a specific geographic area and grant that authorization to another person, if public convenience and necessity require that such authorization be given. In so doing, the OEB would seek to ensure that the two certificates would cover mutually exclusive areas.”

<sup>5</sup> EB-2021-0239 Decision and Order, Schedule H (EB-2021-0238-H).

<sup>6</sup> Ibid., Schedule G (EB-2021-0238-G).

<sup>7</sup> [EB-2024-0239 Decision and Order](#)

<sup>8</sup> [Natural Gas Facilities Handbook, March 31, 2022](#)

14. Through this application, Enbridge Gas is seeking an updated CPCN for all areas of Norfolk County excluding those areas to which EPCOR Natural Gas, OM Limited Partnership, Metalore Resources Limited, Six Nations Natural Gas and Clearbeach Resources hold CPCN rights.

15. The contact information of Norfolk County is as follows:

Norfolk County  
 50 Colborne Street South  
 Simcoe, ON N3Y 4H3  
 Attention: William Tigert, County Clerk  
 Telephone: (519) 426-5870 ext. 6269  
 Email: [clerks@norfolkcounty.ca](mailto:clerks@norfolkcounty.ca)

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

Enbridge Gas Inc.  
 109 Commissioners Road  
 London, ON N6A 4P1  
 Attention: Don Beauchamp, Director, Utilization  
 Email: [don.beauchamp@enbridge.com](mailto:don.beauchamp@enbridge.com)

16. Enbridge Gas hereby applies to the OEB for an Order pursuant to Section 8 of the *Municipal Franchises Act* cancelling and superseding the EB-2021-0238-H CPCN related to Norfolk County and replacing it with a CPCN to construct works to supply natural gas in all areas of the current Norfolk County excluding those areas for which EPCOR Natural Gas, OM Limited Partnership, Metalore Resources Limited, Six Nations Natural Gas and Clearbeach Resources have been granted a CPCN. A proposed draft CPCN has been attached at Schedule "E1". A tracked changes version of the EB-2021-0238-H CPCN is attached at Schedule "E2".
17. This application is made under Section 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's view, it is clear that no person will "be adversely affected in a material way by the outcome of the proceeding".
18. 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's 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.

19. The Ontario Energy Board has discretion under section 21.02 of its Rules of Practice and Procedure<sup>9</sup>, 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 issuance of a limited CPCN to another party, the only potentially affected parties is Norfolk County. As such, in the further alternative, Enbridge Gas requests that, if the OEB decides to hold a hearing, notice be provided to Norfolk County and to no other person.

**DATED** at the City of Windsor, in the Province of Ontario this 17<sup>th</sup> day of April 2026.

**ENBRIDGE GAS INC.**

---

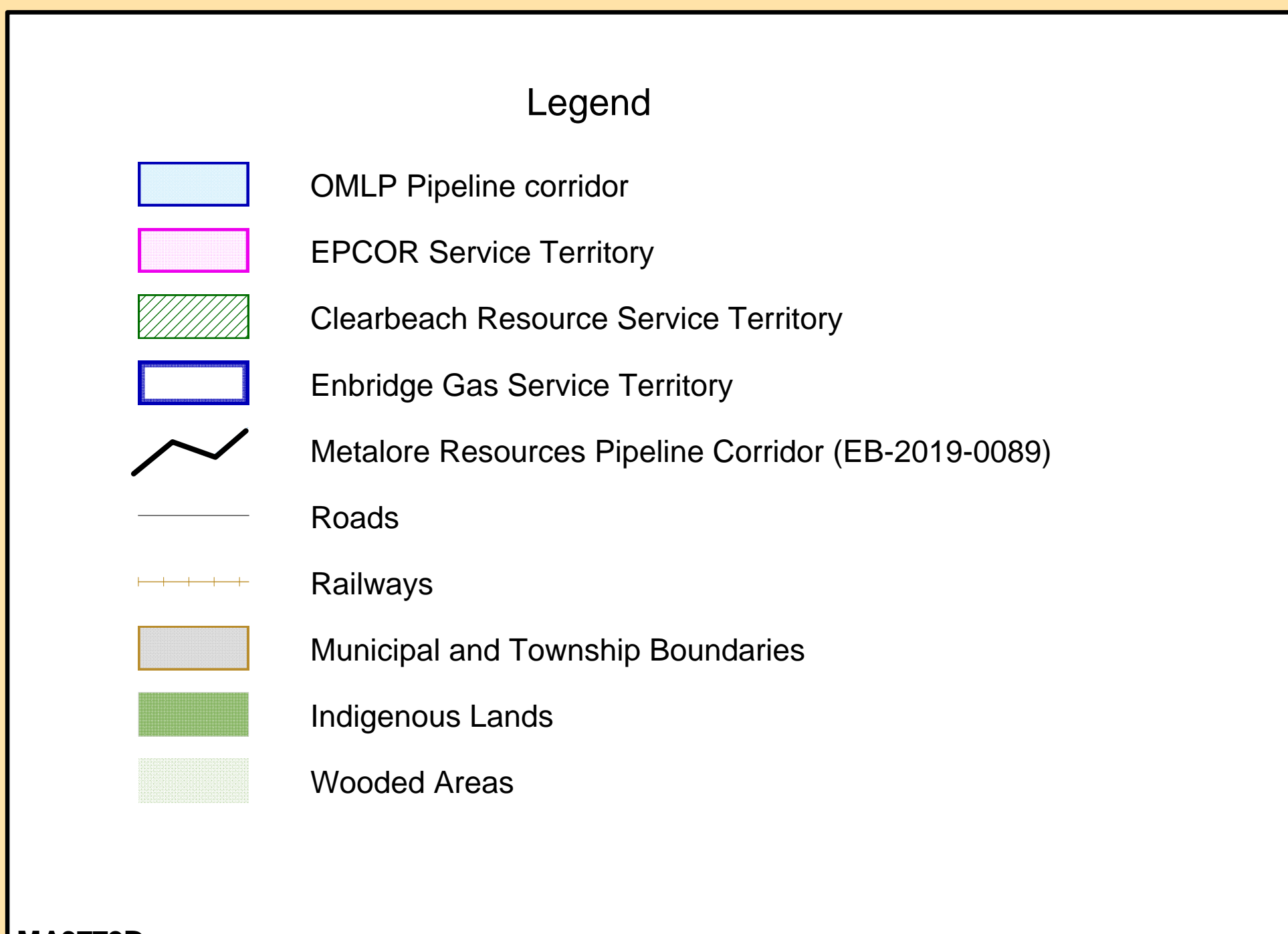
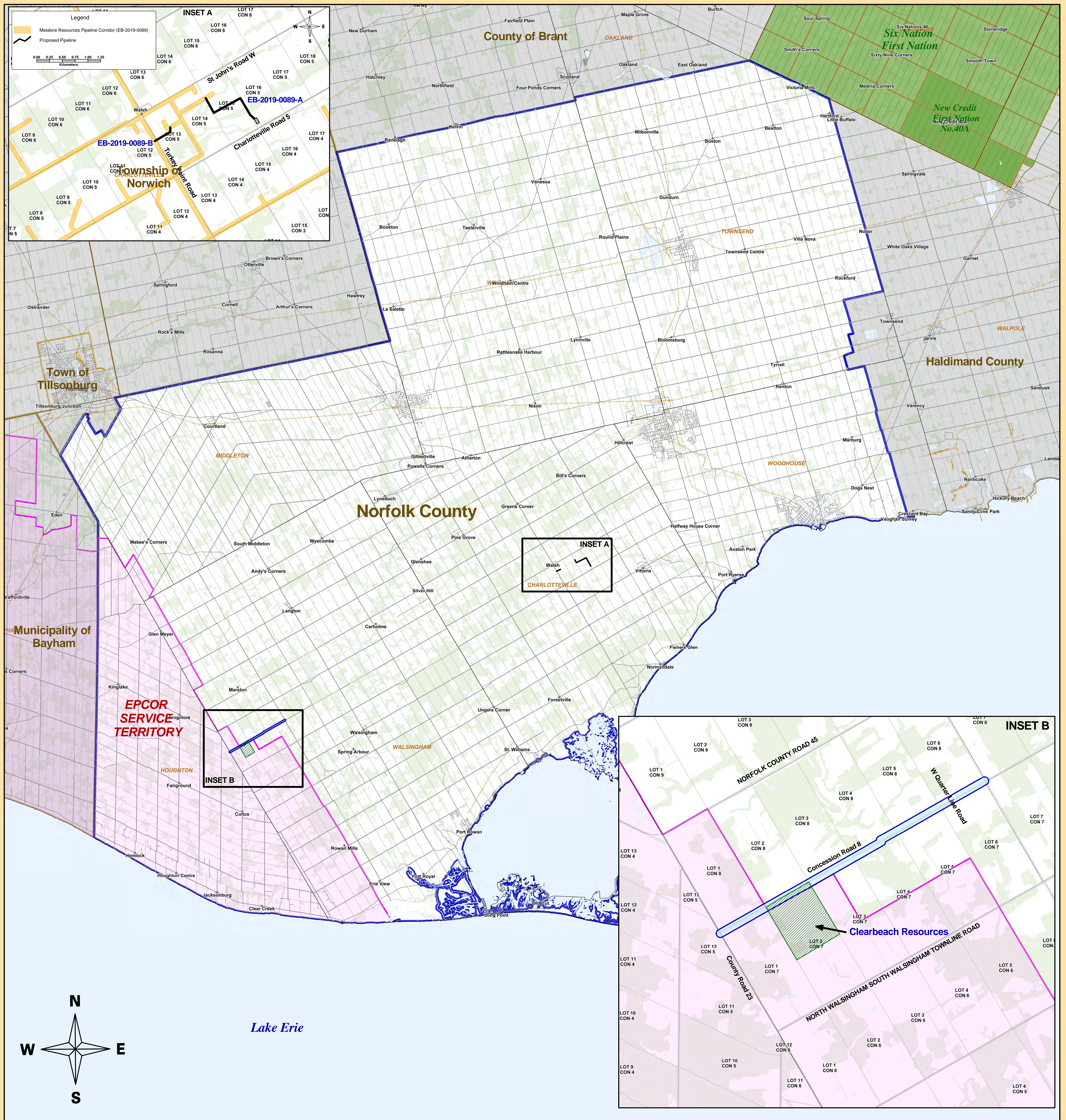
Evan Tomek  
Senior Advisor, Regulatory Applications –  
Leave to Construct

Comments respecting this Application should be directed to:

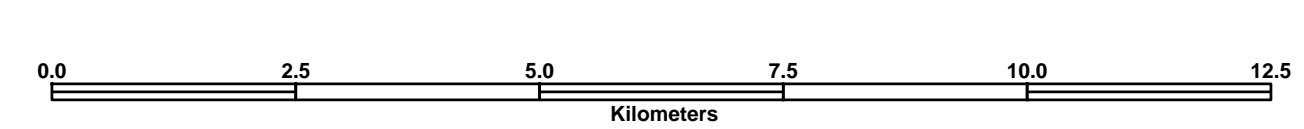
Evan Tomek  
Senior Advisor, Regulatory Applications – Leave to Construct  
Enbridge Gas Inc.  
3840 Rhodes Drive  
Windsor, ON N9A 6N7  
[evan.tomek@enbridge.com](mailto:evan.tomek@enbridge.com)  
Telephone: (226) 229-9598

---

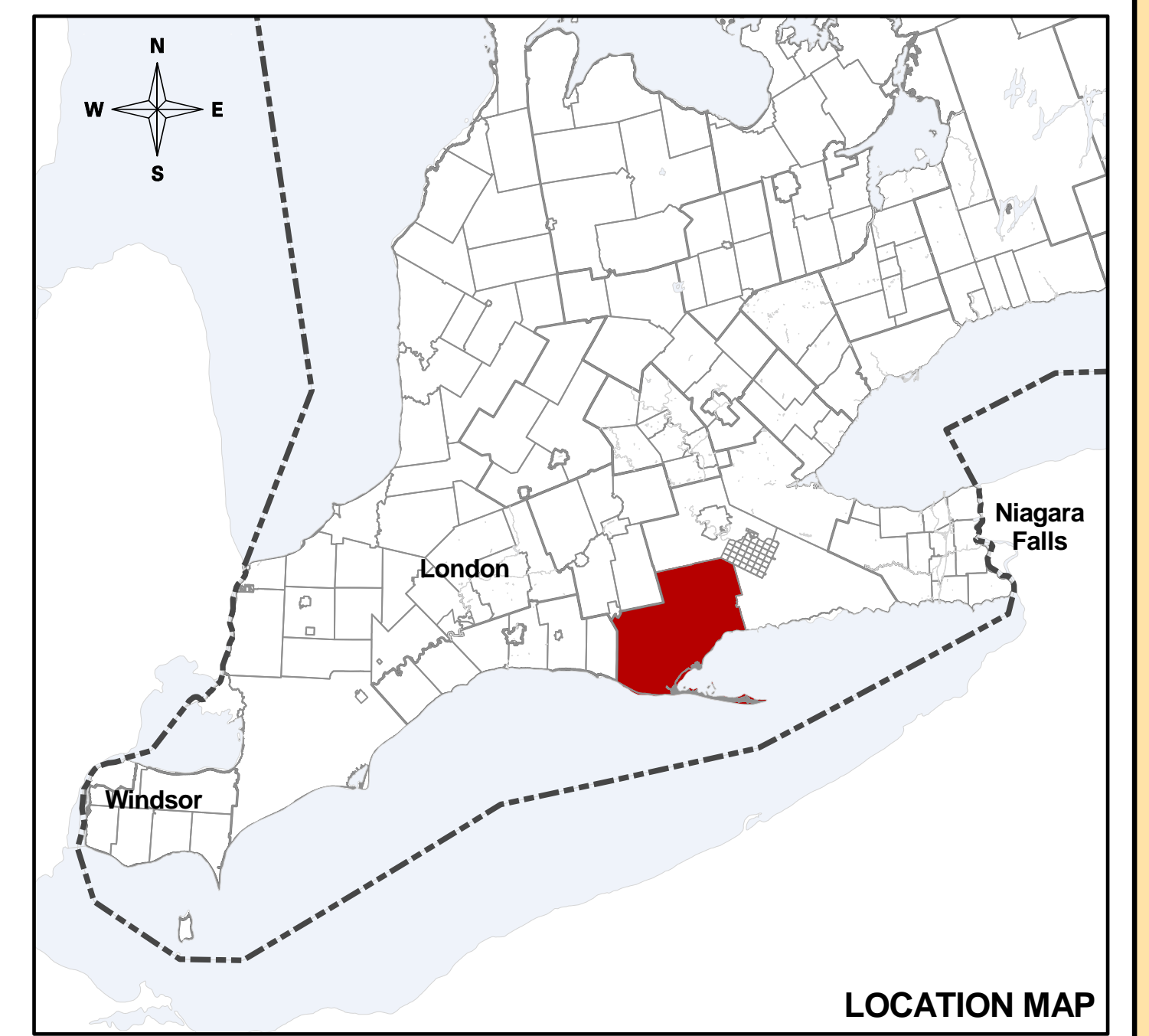
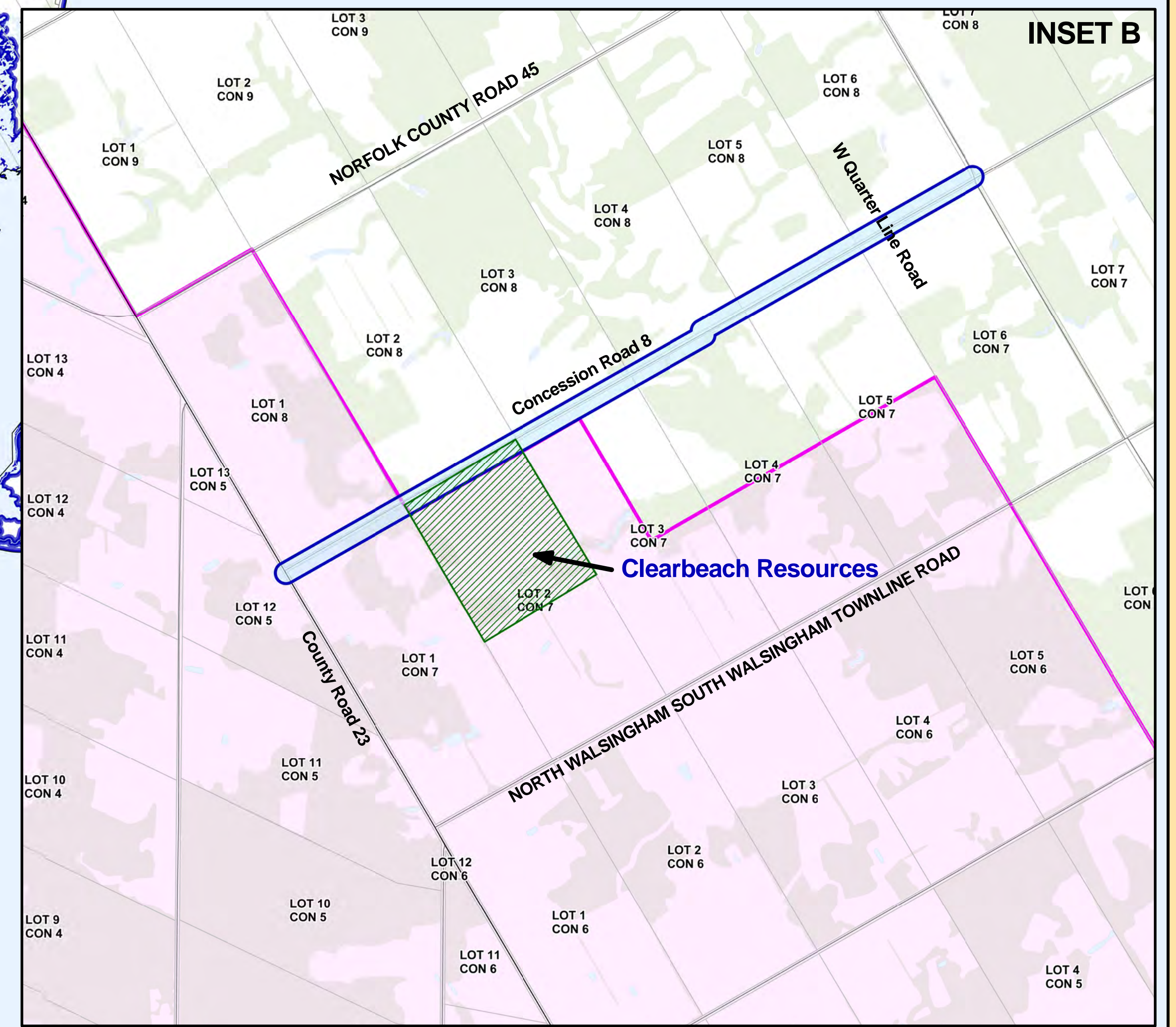
<sup>9</sup> [Rules of Practice and Procedure](#)



### Norfolk County



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





The Corporation of Norfolk County

By-Law 2025-27

Being a by-law to Authorize the Mayor and Clerk to execute a Franchise Agreement between The Corporation of Norfolk County and Enbridge Gas Inc.

Whereas the Council of the Corporation of Norfolk County deems it expedient to enter into a franchise agreement (the 'Franchise Agreement') with Enbridge Gas Inc.; and

And Whereas the Ontario Energy Board by its Order issued pursuant to the Municipal Franchises Act on the 11<sup>th</sup> day of Sept, 2025 has approved the terms and conditions upon which and the period for which the franchise provided in the Franchise Agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of this By-law is not necessary;

Now therefore the Council of The Corporation of Norfolk County hereby enacts as follows:

- 1. That the Franchise Agreement between the Corporation of Norfolk County and Enbridge Gas Inc., attached hereto and forming part of this by-law, is hereby authorized and the franchise provided for therein is hereby granted.
2. That the Mayor and Clerk are hereby authorized and instructed on behalf of the Corporation of Norfolk County to enter into and execute under its corporate seal and deliver the Franchise Agreement, which is hereby incorporated into and forming part of this By-law as Schedule A attached hereto.
3. That By-law No. 2005-259 for the Corporation of Norfolk County, passed in Council on the 14<sup>th</sup> day of February, 2006 be repealed.
4. That the effective date of this by-law shall be the date of passage thereof.

Read a First and Second time this 23rd day of April 2025

[Original Signed By Amy Martin]

Mayor: A. Martin

[Original Signed By William Tigert]

County Clerk: W. Tigert

CERTIFIED TRUE COPY

This photocopy conforms to the original document which has not been altered in any way

[Original Signed By Tracey Rodrigues]

DEPUTY COUNTY CLERK
The Corporation of Norfolk County

Dated: Sept 29/25

Name: TRACEY RODRIGUES

Read a Third Time and Finally passed the *23* day of *September*, 2025

*[Original Signed By Amy Martin]*

\_\_\_\_\_  
Mayor: A. Martin

*[Original Signed By William Tigert]*

\_\_\_\_\_  
County Clerk: W. Tigert

# **2000 Model Franchise Agreement**

---

THIS AGREEMENT effective this **23<sup>RD</sup>** day of **SEPTEMBER**, 2025

BETWEEN:

**THE CORPORATION OF NORFOLK COUNTY**

hereinafter called the "Corporation"

- and -

**ENBRIDGE GAS INC.**

hereinafter called the "Gas Company"

WHEREAS the Gas Company desires to distribute, store and transmit gas in the Municipality upon the terms and conditions of this Agreement;

AND WHEREAS by by-law passed by the Council of the Corporation (the "By-law"), the duly authorized officers have been authorized and directed to execute this Agreement on behalf of the Corporation;

THEREFORE the Corporation and the Gas Company agree as follows:

## **Part I - Definitions**

### **1. In this Agreement**

- (a) "decommissioned" and "decommissions" when used in connection with parts of the gas system, mean any parts of the gas system taken out of active use and purged in accordance with the applicable CSA standards and in no way affects the use of the term 'abandoned' pipeline for the purposes of the *Assessment Act*;
- (b) "Engineer/Road Superintendent" means the most senior individual employed by the Corporation with responsibilities for highways within the Municipality or the person designated by such senior employee or such other person as may from time to time be designated by the Council of the Corporation;

- (c) "gas" means natural gas, manufactured gas, synthetic natural gas, liquefied petroleum gas or propane-air gas, or a mixture of any of them, but does not include a liquefied petroleum gas that is distributed by means other than a pipeline;
- (d) "gas system" means such mains, plants, pipes, conduits, services, valves, regulators, curb boxes, stations, drips or such other equipment as the Gas Company may require or deem desirable for the distribution, storage and transmission of gas in or through the Municipality;
- (e) "highway" means all common and public highways and shall include any bridge, viaduct or structure forming part of a highway, and any public square, road allowance or walkway and shall include not only the travelled portion of such highway, but also ditches, driveways, sidewalks, and sodded areas forming part of the road allowance now or at any time during the term hereof under the jurisdiction of the Corporation;
- (f) "Model Franchise Agreement" means the form of agreement which the Ontario Energy Board uses as a standard when considering applications under the *Municipal Franchises Act*. The Model Franchise Agreement may be changed from time to time by the Ontario Energy Board;
- (g) "Municipality" means the territorial limits of the Corporation on the date when this Agreement takes effect, and any territory which may thereafter be brought within the jurisdiction of the Corporation;
- (h) "Plan" means the plan described in Paragraph 5 of this Agreement required to be filed by the Gas Company with the Engineer/Road Superintendent prior to commencement of work on the gas system; and
- (i) whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Agreement so requires.

## Part II - Rights Granted

### 2. To provide gas service

The consent of the Corporation is hereby given and granted to the Gas Company to distribute, store and transmit gas in and through the Municipality to the Corporation and to the inhabitants of the Municipality.

### 3. To Use Highways

Subject to the terms and conditions of this Agreement the consent of the Corporation is hereby given and granted to the Gas Company to enter upon all highways now or at any time hereafter under the jurisdiction of the Corporation and to lay, construct, maintain, replace, remove, operate and repair a gas system for the distribution, storage and transmission of gas in and through the Municipality.

### 4. Duration of Agreement and Renewal Procedures

(a) If the Corporation has not previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law.

or

(b) If the Corporation has previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law provided that, if during the 20 year term of this Agreement, the Model Franchise Agreement is changed, then on the 7<sup>th</sup> anniversary and on the 14<sup>th</sup> anniversary of the date of the passing of the By-law, this Agreement shall be deemed to be amended to incorporate any changes in the Model Franchise Agreement in effect on such anniversary dates. Such deemed amendments shall not apply to alter the 20 year term.

(c) At any time within two years prior to the expiration of this Agreement, either party may give notice to the other that it desires to enter into negotiations for a renewed franchise upon such terms and conditions as may be agreed upon. Until such renewal has been settled, the terms and conditions of this Agreement shall continue, notwithstanding the expiration of this Agreement. This shall not preclude either party from applying to the Ontario Energy Board for a renewal of the Agreement pursuant to section 10 of the *Municipal Franchises Act*.

### Part III – Conditions

#### 5. Approval of Construction

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

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

## 6. **As Built Drawings**

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

## 7. **Emergencies**

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

**8. Restoration**

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

**9. Indemnification**

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

**10. Insurance**

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

## 11. Alternative Easement

The Corporation agrees, in the event of the proposed sale or closing of any highway or any part of a highway where there is a gas line in existence, to give the Gas Company reasonable notice of such proposed sale or closing and, if it is feasible, to provide the Gas Company with easements over that part of the highway proposed to be sold or closed sufficient to allow the Gas Company to preserve any part of the gas system in its then existing location. In the event that such easements cannot be provided, the Corporation and the Gas Company shall share the cost of relocating or altering the gas system to facilitate continuity of gas service, as provided for in Paragraph 12 of this Agreement.

## 12. Pipeline Relocation

- (a) If in the course of constructing, reconstructing, changing, altering or improving any highway or any municipal works, the Corporation deems that it is necessary to take up, remove or change the location of any part of the gas system, the Gas Company shall, upon notice to do so, remove and/or relocate within a reasonable period of time such part of the gas system to a location approved by the Engineer/Road Superintendent.
- (b) Where any part of the gas system relocated in accordance with this Paragraph is located on a bridge, viaduct or structure, the Gas Company shall alter or relocate that part of the gas system at its sole expense.
- (c) Where any part of the gas system relocated in accordance with this Paragraph is located other than on a bridge, viaduct or structure, the costs of relocation shall be shared between the Corporation and the Gas Company on the basis of the total relocation costs, excluding the value of any upgrading of the gas system, and deducting any contribution paid to the Gas Company by others in respect to such relocation; and for these purposes, the total relocation costs shall be the aggregate of the following:
  - (i) the amount paid to Gas Company employees up to and including field supervisors for the hours worked on the project plus the current cost of fringe benefits for these employees,
  - (ii) the amount paid for rental equipment while in use on the project and an amount, charged at the unit rate, for Gas Company equipment while in use on the project,
  - (iii) the amount paid by the Gas Company to contractors for work related to the project,

- (iv) the cost to the Gas Company for materials used in connection with the project, and
  - (v) a reasonable amount for project engineering and project administrative costs which shall be 22.5% of the aggregate of the amounts determined in items (i), (ii), (iii) and (iv) above.
- (d) The total relocation costs as calculated above shall be paid 35% by the Corporation and 65% by the Gas Company, except where the part of the gas system required to be moved is located in an unassumed road or in an unopened road allowance and the Corporation has not approved its location, in which case the Gas Company shall pay 100% of the relocation costs.

#### **Part IV - Procedural And Other Matters**

##### **13. Municipal By-laws of General Application**

The Agreement is subject to the provisions of all regulating statutes and all municipal by-laws of general application, except by-laws which have the effect of amending this Agreement.

##### **14. Giving Notice**

Notices may be delivered to, sent by facsimile or mailed by prepaid registered post to the Gas Company at its head office or to the authorized officers of the Corporation at its municipal offices, as the case may be.

##### **15. Disposition of Gas System**

- (a) If the Gas Company decommissions part of its gas system affixed to a bridge, viaduct or structure, the Gas Company shall, at its sole expense, remove the part of its gas system affixed to the bridge, viaduct or structure.
- (b) If the Gas Company decommissions any other part of its gas system, it shall have the right, but is not required, to remove that part of its gas system. It may exercise its right to remove the decommissioned parts of its gas system by giving notice of its intention to do so by filing a Plan as required by Paragraph 5 of this Agreement for approval by the Engineer/Road Superintendent. If the Gas Company does not remove the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in any highway, the Corporation may remove and dispose of so much of the decommissioned gas system as the Corporation may require for such purposes and neither party shall have recourse against the other for

any loss, cost, expense or damage occasioned thereby. If the Gas Company has not removed the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in a highway, the Gas Company may elect to relocate the decommissioned gas system and in that event Paragraph 12 applies to the cost of relocation.

#### 16. **Use of Decommissioned Gas System**

- (a) The Gas Company shall provide promptly to the Corporation, to the extent such information is known:
  - (i) the names and addresses of all third parties who use decommissioned parts of the gas system for purposes other than the transmission or distribution of gas; and
  - (ii) the location of all proposed and existing decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas.
- (b) The Gas Company may allow a third party to use a decommissioned part of the gas system for purposes other than the transmission or distribution of gas and may charge a fee for that third party use, provided
  - (i) the third party has entered into a municipal access agreement with the Corporation; and
  - (ii) the Gas Company does not charge a fee for the third party's right of access to the highways.
- (c) Decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas are not subject to the provisions of this Agreement. For decommissioned parts of the gas system used for purposes other than the transmission and distribution of gas, issues such as relocation costs will be governed by the relevant municipal access agreement.

#### 17. **Franchise Handbook**

The Parties acknowledge that operating decisions sometimes require a greater level of detail than that which is appropriately included in this Agreement. The Parties agree to look for guidance on such matters to the Franchise Handbook prepared by the Association of Municipalities of Ontario and the gas utility companies, as may be amended from time to time.

**18. Other Conditions**

Notwithstanding the cost sharing arrangements described in Paragraph 12, if any part of the gas system altered or relocated in accordance with Paragraph 12 was constructed or installed prior to January 1, 1981, the Gas Company shall alter or relocate, at its sole expense, such part of the gas system at the point specified, to a location satisfactory to the Engineer/Road Superintendent.

**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 NORFOLK COUNTY**

Per: *[Original Signed By Amy Martin]*  
Amy Martin, Mayor

Per: *[Original Signed By William Tigert]*  
William Tigert, County Clerk

**ENBRIDGE GAS INC.**

Per: *[Original Signed By Mark Kitchen]*  
Mark Kitchen, Director, Regulatory Affairs

Per: *[Original Signed By Don Beauchamp]*  
Don Beauchamp, Director, Utilization

**EB-2021-0238-H**

## **Certificate of Public Convenience and Necessity**

The Ontario Energy Board grants

### **Enbridge Gas Inc.**

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

### **Norfolk County**

as it is constituted on the date of this Decision and Order, in the following areas:

All of the former Townships of Windham and Charlotteville

All of the former Townships of Woodhouse and Townsend, excluding those parts lying in Haldimand County and in the area:

- Located on Concession 3, Burch Tract, Lot 37, Brantford Township, for 408 metres west of Bateman Line and for 2020 metres between Sour Springs Road and Burtch Road in Brant County.

All of the former Township of Middleton, excluding those parts lying in Oxford County and excluding the following:

- Concession North Side of Talbot Road East – South quarter of Lots 142 and 143
- Concession South Side of Talbot Road East – All of Lots 142 and 143
- Concession 2 South Side of Talbot Road East – All of Lot 1

All of the former Township of Walsingham, excluding those parts lying in the following:

- The Whole of Marsh Lots 1 to 5 (Inclusive)
- Concession B – All of Lots 1 to 5 (Inclusive)
- Concession A – All of Lots 1 to 5 (Inclusive)
- Concessions 1 to 6 – All of Lots 1 to 5 (Inclusive)

- Concession 7 – All of Lots 1 and 3 (but including 220 and 230 8<sup>th</sup> Concession Road located within the northern half of Lot 3), and the south halves of Lots 2, 4 and 5
- Concession 8 – All of Lot 1
- Concession 11 – All of Lot 1
- Concession 12 – All of Lot 1
- Concession 13 – All of Lot 1
- Concession 14 – All of Lot 1

Former Township of Houghton:

- All of Gore Lot A
- The north half of Gore Lot B

**DATED** at Toronto, December 16, 2021

**ONTARIO ENERGY BOARD**

*Original Signed By*

Pascale Duguay  
Manager, Natural Gas

## **Certificate of Public Convenience and Necessity**

The Ontario Energy Board hereby grants

### **Enbridge Gas 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 to

### **Norfolk County**

as it is constituted on the date of this Decision and Order, in the following areas:

All of the former Townships of Windham and Charlotteville

All of the former Townships of Woodhouse and Townsend, excluding those parts lying in Haldimand County

All of the former Township of Middleton, excluding those parts lying in Oxford County and excluding the following:

- Concession North Side of Talbot Road East – South quarter of Lots 142 and 143
- Concession South Side of Talbot Road East – All of Lots 142 and 143
- Concession 2 South Side of Talbot Road East – All of Lot 1

All of the former Township of Walsingham, excluding those parts lying in the following:

- The Whole of Marsh Lots 1 to 5 (Inclusive)
- Concession B – All of Lots 1 to 5 (Inclusive)
- Concession A – All of Lots 1 to 5 (Inclusive)
- Concessions 1 to 6 – All of Lots 1 to 5 (Inclusive)
- Concession 7 – All of Lots 1 and 3 (but including 220 and 230 8<sup>th</sup> Concession Road located within the northern half of Lot 3), and the south halves of Lots 2, 4 and 5
- Concession 8 – All of Lot 1
- Concession 11 – All of Lot 1
- Concession 12 – All of Lot 1
- Concession 13 – All of Lot 1
- Concession 14 – All of Lot 1

Former Township of Houghton:

- All of Gore Lot A
- The north half of Gore Lot B

**DATED** at Toronto, October 17, 2019

**ONTARIO ENERGY BOARD**

Pascale Duguay  
Manager, Natural Gas

**EB-2026-0XXX**

## **Certificate of Public Convenience and Necessity**

The Ontario Energy Board grants

### **Enbridge Gas Inc.**

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

### **Norfolk County**

as it is constituted on the date of this Decision and Order, in the following areas:

All of the former Townships of Windham and Charlotteville.

All of the former Townships of Woodhouse and Townsend, excluding those parts lying in Haldimand County and in the area:

- Located on Concession 2, Lot 23 and Concession 3, Lot 24 intersecting the Township of Townsend, for 210 metres south of Indian Line and for 1640 metres between Cemetery Road and County Line in Norfolk County.

All of the former Township of Middleton, excluding those parts lying in Oxford County and excluding the following:

- Concession North Side of Talbot Road East – South quarter of Lots 142 and 143
- Concession South Side of Talbot Road East – All of Lots 142 and 143
- Concession 2 South Side of Talbot Road East – All of Lot 1

All of the former Township of Walsingham, excluding those parts lying in the following:

- The Whole of Marsh Lots 1 to 5 (Inclusive)
- Concession B – All of Lots 1 to 5 (Inclusive)
- Concession A – All of Lots 1 to 5 (Inclusive)
- Concessions 1 to 6 – All of Lots 1 to 5 (Inclusive)
- Schedule F
- Concession 7 – All of Lots 1, 2 and 3 (but including 220 and 230 8th Concession Road located within the northern half of Lot 3), and the south halves of Lots 4 and 5; any area occupied by OMLP pipeline facilities on Concession Road 8 from County Road 23 to W Quarter Line Road for the purpose of supplying natural gas to the new Maricann Group Inc. Langton Facility located in Langton
- Concession 8 – All of Lot 1 and any area occupied by OMLP pipeline facilities on Concession Road 8 from County Road 23 to W Quarter Line Road for the purpose of supplying natural gas to the new Maricann Group Inc. Langton Facility located in Langton
- Concession 11 – All of Lot 1
- Concession 12 – All of Lot 1
- Concession 13 – All of Lot 1
- Concession 14 – All of Lot 1

Former Township of Houghton:

- All of Gore Lot A
- The north half of Gore Lot B

**DATED** at Toronto, \_\_\_\_, 2026

**ONTARIO ENERGY BOARD**

DRAFT

## Certificate of Public Convenience and Necessity

The Ontario Energy Board grants

### Enbridge Gas Inc.

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

### Norfolk County

as it is constituted on the date of this Decision and Order, in the following areas:

All of the former Townships of Windham and Charlotteville.

All of the former Townships of Woodhouse and Townsend, excluding those parts lying in Haldimand County and in the area:

- ~~Located on Concession 3, Burch Tract, Lot 37, Brantford Township, for 408 metres west of Bateman Line and for 2020 metres between Sour Springs Road and Burteh Road in Brant County.~~ Located on Concession 2, Lot 23 and Concession 3, Lot 24 intersecting the Township of Townsend, for 210 metres south of Indian Line and for 1640 metres between Cemetery Road and County Line in Norfolk County.

All of the former Township of Middleton, excluding those parts lying in Oxford County and excluding the following:

- Concession North Side of Talbot Road East – South quarter of Lots 142 and 143
- Concession South Side of Talbot Road East – All of Lots 142 and 143
- Concession 2 South Side of Talbot Road East – All of Lot 1

All of the former Township of Walsingham, excluding those parts lying in the following:

- The Whole of Marsh Lots 1 to 5 (Inclusive)
- Concession B – All of Lots 1 to 5 (Inclusive)
- Concession A – All of Lots 1 to 5 (Inclusive)
- Concessions 1 to 6 – All of Lots 1 to 5 (Inclusive)
- Schedule F
- Concession 7 – All of Lots 1, 2 and 3 (but including 220 and 230 8th Concession Road located within the northern half of Lot 3), and the south halves of Lots 2, 4 and 5; ~~any area occupied by OMLP pipeline facilities on Concession Road 8 from County Road 23 to W Quarter Line Road for the purpose of supplying natural gas to the new Maricann Group Inc. Langton Facility located in Langton~~
- Concession 8 – All of Lot 1 ~~and any area occupied by OMLP pipeline facilities on Concession Road 8 from County Road 23 to W Quarter Line Road for the purpose of supplying natural gas to the new Maricann Group Inc. Langton Facility located in Langton~~
- Concession 11 – All of Lot 1
- Concession 12 – All of Lot 1
- Concession 13 – All of Lot 1
- Concession 14 – All of Lot 1

Former Township of Houghton:

- All of Gore Lot A
- The north half of Gore Lot B

**DATED** at Toronto, \_\_\_\_, 2026

**ONTARIO ENERGY BOARD**