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 Six Nations Natural Gas Limited for an Order approving the terms and conditions upon which, and the periods for which, the Corporation of the County of Brant is, by by-law, to grant Six Nations Natural Gas Limited the right to construct and operate works for the distribution, transmission and storage of natural gas and the right to extend and add to the works in the County of Brant;

AND IN THE MATTER OF an application by Six Nations Natural Gas Limited for an Order directing and declaring that the assent of the municipal electors of the County of Brant to the by-law is not necessary;

AND IN THE MATTER OF an application by Six Nations Natural Gas for an Order issuing a Certificate of Public Convenience and Necessity to construct works and supply gas to certain areas in the County of Brant;

AND IN THE MATTER OF an application by Six Nations Natural Gas Limited for an Order approving the terms and conditions upon which, and the periods for which, the Corporation of Norfolk County is, by by-law, to grant Six Nations Natural Gas Limited the right to construct and operate works for the distribution, transmission and storage of natural gas and the right to extend and add to the works in the County of Norfolk;

AND IN THE MATTER OF an application by Six Nations Natural Gas Limited for an Order directing and declaring that the assent of the municipal electors of the County of Norfolk to the by-law is not necessary;

AND IN THE MATTER OF an application by Six Nations Natural Gas for an Order issuing a Certificate of Public Convenience and Necessity to construct works and supply gas to certain areas in the County of Norfolk;

APPLICATION OF SIX NATIONS NATURAL GAS LIMITED

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APPLICATION OF SIX NATIONS NATURAL GAS LIMITED

A. Overview

1. Six Nations Natural Gas Limited ("**SNNG**") is a limited partnership located in Ohsweken, Ontario, on Six Nations Indian Reserve No. 40 (the "**Reserve**"). It is the first natural gas utility owned and built by a First Nation community in Canada and provides essential natural gas services to individuals living on the Reserve.

2. In addition to those community-members living on the Reserve, certain members of Six Nations of the Grand River ("**Six Nations**") live immediately adjacent to the Reserve on two county lines: Indian Line (the south side of which is located in Norfolk County and the north side of which is located on-Reserve) and Bateman Line (the west side of which is located in Brant County and the east side of which is located on-Reserve).

3. Because of geographic gaps in the distribution system operated by Enbridge Gas Inc. ("**Enbridge**"), community members living adjacent to the Reserve on Bateman Line and Indian Line have not had access to natural gas services. SNNG has received requests from community members living on Indian Line and Bateman Line for the provision of natural gas services by SNNG to their residences. Requests have also been received from prospective customers in the region that are not Six Nations members.

4. SNNG applied to the Council of the County of Norfolk ("**Norfolk Council**") and Council of the County of Brant ("**Brant Council**") for franchise agreements permitting SNNG to construct and operate works for the distribution, transmission and storage of natural gas and the right to

extend and add to the works in Norfolk County ("**Norfolk**") and Brant County ("**Brant**"), respectively.

5. SNNG brings this application in order to obtain approval of the Ontario Energy Board (the "**Board**") to provide natural gas services to nine residential customers residing on Bateman Line in Brant, and seven residential customers residing on Indian Line in Norfolk (the "**Off-Reserve Customers**").

6. In particular, SNNG now applies to the Board for:

(a) an Order pursuant to section 9(1) of the *Municipal Franchises Act* ("**MFA**")[1] approving the terms and conditions upon which, and the period for which, Brant is, by by-law, to grant SNNG the right to construct and operate works for the distribution, transmission and storage of natural gas and the right to extend and add to the works;

(b) an Order pursuant to section 9(4) of the MFA directing and declaring that the assent of the municipal electors of Brant is not necessary for the Brant By-Law under the circumstances;

(c) an Order pursuant to section 8 of the MFA issuing a Certificate of Public Convenience and Necessity to construct works and supply gas to the Off-Reserve Customers located in Brant, as identified in this application, with the terms of such Order permitting SNNG, by motion to review and vary, to seek to amend the areas

[1] *Municipal Franchises Act*, R.S.O. 1990, c. M.55, s. 9(1) [MFA].

in which SNNG may construct works and supply gas to include other residential customers located on Bateman Line within Brant;

(d) an Order under section 9(1) of the MFA approving the terms and conditions upon which, and the period for which, Norfolk is, by by-law, to grant SNNG the right to construct and operate works for the distribution, transmission and storage of natural gas and the right to extend and add to the works;

(e) an Order under section 9(4) of the MFA directing and declaring that the assent of the municipal electors of Norfolk is not necessary for the Norfolk By-Law under the circumstances; and

(f) an Order pursuant to section 8 of the MFA issuing a Certificate of Public Convenience and Necessity to construct works and supply gas to the Off-Reserve Customers located in Norfolk, with the terms of such Order permitting SNNG, by motion to review and vary, to seek to amend the areas in which SNNG may construct works and supply gas to include other residential customers located on Indian Line within Norfolk.

B. Six Nations Natural Gas Limited

7. SNNG was established in 1989 by agreement between Chief and Council of Six Nations, the (then) federal Department of Indian Affairs and Northern Development, and the Ontario Fuels Safety Branch for the distribution of natural gas services on Reserve. Since 1989, SNNG has provided essential natural gas services on-Reserve. SNNG is not a rate-regulated utility.

C. The Service Gap

8. As set out above, the Reserve is bordered, in part, by Indian Line and Bateman Line. Community members living on the west side of Bateman Line (in Brant County) and the south side of Indian Line (in Norfolk County), have not had access to natural gas services due to gaps in the geographic service area of Enbridge and its predecessor, Union Gas Limited ("**Union**").

9. Beginning in or about 2017 and continuing to present, SNNG has received requests from Off-Reserve customers for natural gas service.

10. Enbridge (by its predecessor Union), holds Certificates of Public Convenience and Necessity ("**CPCN**") in respect of both Norfolk County and Brant County. Following receipt of the requests for service, SNNG contacted Union or Enbridge to confirm whether it opposed SNNG providing service. In all instances Union or Enbridge advised that they had "no concerns" with SNNG providing service to Off-Reserve Customers. Enbridge is aware that SNNG is bringing this application, and has conveyed its support.

D. The Off-Reserve Customers

11. SNNG has received requests for natural gas service from nine residential customers in Brant County and seven residential customers is Norfolk County.

12. As such, in this application, SNNG seeks Orders issuing Certificates of Public Convenience and Necessity to construct works and supply gas to the following locations:

(a) **Norfolk County**: [redacted]

the "**Indian Line Customers**"). A map of the parcel boundaries of each of the Indian Line Customers is attached to this application as Appendix A.

(b) **Brant County**: [redacted] (collectively, the "**Bateman Line Customers**"). A map of the parcel boundaries of each of the Bateman Line Customers is attached to this application as Appendix B. A map of the general location of the Reserve, the county lines, and the Bateman Line Customers and Indian Line Customers is attached to this application as Appendix C.

13. SNNG may receive additional connection requests from community members residing on Bateman Line and/or Indian Line. For administrative efficiency, SNNG proposes that the terms of any order issued by the Board issuing Certificates of Public Convenience and Necessity provide that SNNG may seek to amend such order to permit the connection and service of additional customers on Bateman Line and/or Indian Line within the counties of Brant and Norfolk, respectively, by way of a motion to review and vary. Such terms will permit customers without access to natural gas services to be connected in an efficient manner while maintaining regulatory certainty. SNNG believes that such requests will be limited in number, and therefore not extensive —and therefore are seeking a cost-effective mechanism to add these customers (which would be impaired if each new customer required a new application to the Board. SNNG would provide notice of any motion to review and vary to Enbridge.

E. Connected Customers

14. As a non-rate regulated utility which had operated exclusively on federal Reserve lands, SNNG was unfamiliar with provincial legal requirements under the OEBA and the MFA (which would govern off-Reserve activities). As a result, between 2017 and 2020, SNNG connected the following single residence on Indian Line and seven residences on Bateman Line to its natural gas services and began distributing natural gas:

(a) [redacted]

(collectively, the "**Connected Off-Reserve Customers**"). A map of the existing infrastructure connecting the Connected Off-Reserve Customers on Indian Line is attached to this application as Appendix D. A map of the existing infrastructure connecting the Connected Off-Reserve Customers on Bateman Line is attached to this application as Appendix E.

15. Following certain organizational changes, in or about fall 2020, SNNG determined that it was both prudent and necessary to enter into franchise agreements with Norfolk and Brant and bring an application to the Board for Certificates of Public Convenience and Necessity in order to service the Off-Reserve Customers.

16. SNNG commenced the process of entering in franchise agreements and now makes this application in order to normalize its relations with the Board in respect of the Connected Off-Reserve Customers and to provide service to the remaining Off-Reserve Customers who are currently without natural gas service.

F. The Franchise Agreements

17. SNNG applied to Norfolk Council and Brant Council for franchise agreements permitting SNNG to construct and operate works for the works for the distribution, transmission and storage of natural gas and the right to extend and add to the works in the Norfolk and Brant, respectively.

18. On June 8, 2021, Norfolk Council passed by first and second reading Draft By-Law 2021-XX (the "**Norfolk By-Law**"). The Norfolk By-Law gives approval to the form of a franchise agreement between SNNG and the Corporation of Norfolk County (the "**Norfolk Franchise Agreement**") in favour of SNNG and authorizing SNNG to apply to the Board for approval of the terms and conditions upon which and the period for which the Norfolk Franchise Agreement is proposed to be granted. A copy of the Norfolk Franchise Agreement is attached to this application as Appendix F. A copy of the Norfolk By-Law is attached to this application as Appendix G.

19. On June 8, 2021, Norfolk Council passed a Resolution (the "**Norfolk Resolution**") approving the form of the Norfolk By-Law and Norfolk Franchise Agreement, authorizing this submission to the Board, and requesting an Order declaring and directing that the assent of the municipal electors to the Norfolk By-Law and Norfolk Franchise Agreement is not necessary. A copy of the Norfolk Resolution is attached to this application as Appendix H.

20. On June 22, 2021, Brant Council passed by first and second reading Draft By-Law Number 79-21 (the "**Brant By-Law**"). The Brant By-Law gives approval to the form of a franchise agreement between SNNG and the Corporation of the County of Brant (the "**Brant Franchise Agreement**") in favour of SNNG and authorizing SNNG to apply to the Board for approval of the terms and conditions upon which and the period for which the Brant Franchise Agreement is

proposed to be granted. A copy of the Brant Franchise Agreement is attached to this application as Appendix I. A copy of the Brant By-Law is attached to this application as Appendix J.

21. On June 22, 2021, Brant Council passed a Resolution (the "**Brant Resolution**") approving the form of the Brant By-Law and Brant Franchise Agreement, authorizing this submission to the Board, and requesting an Order declaring and directing that the assent of the municipal electors to the Brant By-Law and Brant Franchise Agreement is not necessary. A copy of the Brant Resolution is attached to this application as Appendix K.

22. Both the Brant Franchise Agreement and the Norfolk Franchise Agreement are in the form of the 2000 Model Franchise Agreement.

G. Mapping Information

23. As set out above, in this application, SNNG has included the following maps which accurately delineates service boundaries and the general location and density of customers:

(a) Appendix A: a map of the boundaries of each of the parcels located in Norfolk along the south side of Indian Line to which SNNG seeks to supply with natural gas;

(b) Appendix B: a map of the boundaries of each of the parcels located in Brant along the west side of Bateman Line to which SNNG seeks to supply with natural gas;

(c) Appendix C: a map of the general number and location of all Off-Reserve Customers SNNG seeks to supply with natural gas, including the boundaries of the Reserve, Norfolk and Brant;

(d) Appendix D: a map of the existing infrastructure within the area of Indian Line; and

(e) Appendix E: a map of the existing infrastructure within the area of Bateman Line.

H. Leave to Construct is not Required

24. Pursuant to section 90(1) of the OEBA,[2] SNNG is not required to seek leave to construct in order to connect the Off-Reserve Customers. In particular:

(a) the connection of the Off-Reserve Customers will not result in the construction of a hydrocarbon line which is more than 20 kilometres in length;

(b) the projected cost of the new facilities to ser Off-Reserve Customers will not exceed $2 million; and

(c) the pipelines connecting the Off-Reserve Customers will have a nominal pipe size of far less than 12 inches and will have an operating pressure of less than 2,000 kilopascals.

I. Contact Information

25. The address of Norfolk is as follows:

Norfolk County
50 Colborne Street South
Simcoe, ON N3Y 4H3
Attention: Paula Boutis, Office of the Chief Administrative Office
Telephone: 519-426-5870 ext. 1315
Email: paula.boutis@norfolkcounty.ca

[2] OEBA, s. 90(1).

26. The address of Brant is as follows:

County of Brant
31 Mechanic Street, Suite 207
Paris, ON N3L 1K1
Attention: Adam Crozier, Office of the Chief Administrative Office
Telephone: 519-442-7268 ext. 2214
Email: adam.crozier@brant.ca

27. The address of SNNG is as follows:

Six Nations Natural Gas
1953 4th Line
Ohsweken, ON N0A 1M0
Attention: Tracy Skye, General Manager
Telephone: 519-445-4213
Email: tracy@sixnatgas.com

28. The address of Osler, Hoskin & Harcourt, counsel to SNNG is as follows:

Osler, Hoskin & Harcourt LLP
100 King Street West, Suite 6200
Toronto, ON M5X 1B8
Attention: Patrick G. Welsh, Partner and Isabelle Crew, Associate
Telephone: 416-862-5951
Email(s): pwelsh@osler.com and icrew@osler.com

J. Conclusion

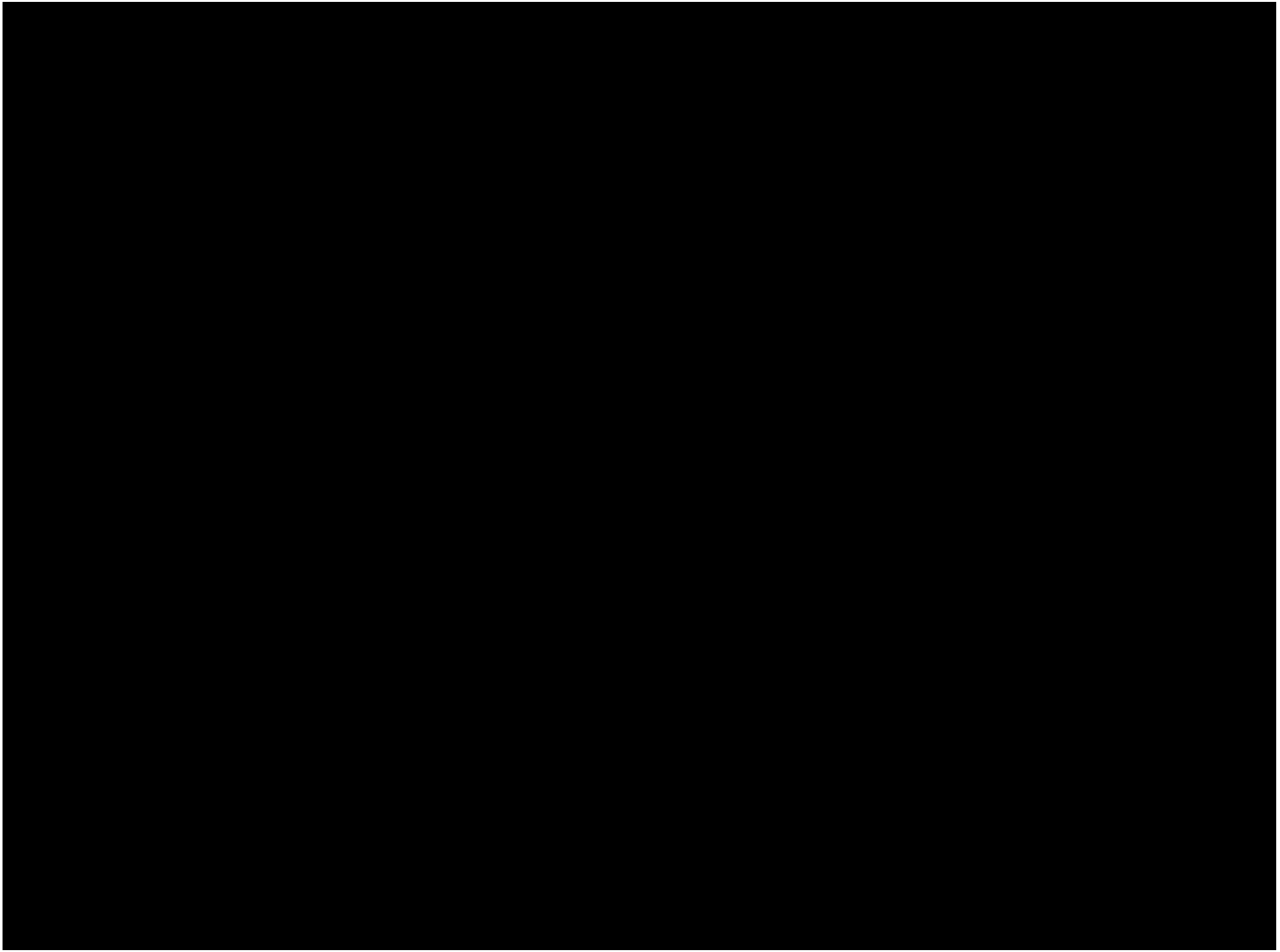
29. SNNG submits that providing natural gas services to the Off-Reserve Customers represents a reasonable expansion, which is supported by Brant, Norfolk and Enbridge and has been expressly requested by the Off-Reserve Customers. SNNG welcomes any questions from the Board.

ALL OF WHICH IS RESPECTFULLY SUBMITTED.

August 27, 2021

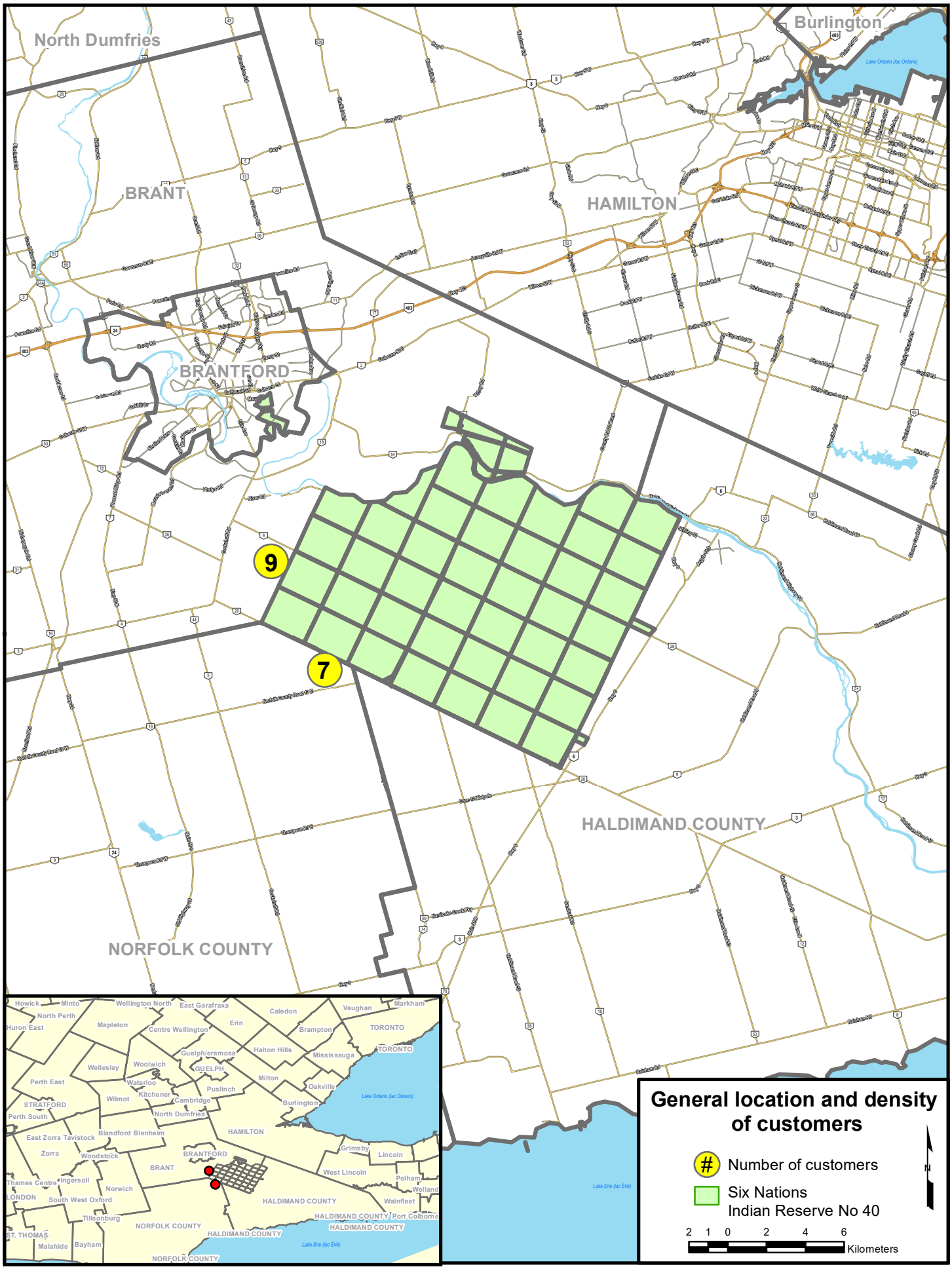
Patrick G. Welsh/Isabelle Crew
Osler, Hoskin & Harcourt LLP
Counsel for Six Nations Natural Gas Limited

APPENDIX A – MAP OF THE PARCEL BOUNDARIES OF THE INDIAN LINE CUSTOMERS



APPENDIX B – MAP OF THE PARCEL BOUNDARIES OF THE BATEMAN LINE CUSTOMERS

APPENDIX C – MAP OF THE GENERAL LOCATION OF OFF-RESERVE CUSTOMERS


North Dumfries
Burlington
BRANT
HAMILTON
BRANTFORD
9
7
HALDIMAND COUNTY
NORFOLK COUNTY
General location and density of customers
Number of customers
Six Nations Indian Reserve No 40
2 1 0 2 4 6
Kilometers
N

APPENDIX D – MAP OF INDIAN LINE INFRASTRUCTURE

APPENDIX E – MAP OF BATEMAN LINE INFRASTRUCTURE

APPENDIX F – DRAFT FRANCHISE AGREEMENT BETWEEN SIX NATIONS NATURAL GAS LIMITED AND THE CORPORATION OF NORFOLK COUNTY

FRANCHISE AGREEMENT

THIS AGREEMENT effective this_____day of_____, 2021.

BETWEEN:

THE CORPORATION OF NORFOLK COUNTY
hereinafter called the "**Corporation**"

- and -

SIX NATIONS NATURAL GAS COMPANY LIMITED
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:

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

b. 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 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 bylaws 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

By: _____
Name: Kristal Chopp
Title: Mayor

By: _____
Name: Teresa Olsen
Title: Clerk

Six Nations Natural Gas Limited

By: _____
Name:
Title:

APPENDIX G – DRAFT BY-LAW OF THE CORPORATION OF NORFOLK COUNTY

The Corporation of Norfolk County

By-Law 2021-XX

Being a By-Law to authorize a Franchise Agreement between the Corporation of Norfolk County and Six Nations Natural Gas Limited

WHEREAS the Council of the Corporation of Norfolk County deems it expedient to enter into the attached franchise agreement (the "Franchise Agreement") with Six Nations Natural Gas Inc.;

AND WHEREAS the Ontario Energy Board by its Order issued pursuant to the Municipal Franchises Act on the day of , 2021 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 Six Nations Natural Gas Limited 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 be and they 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.

3. That the effective date of this By-Law shall be the date of passage thereof.

ENACTED AND PASSED this _____ day of _____, 2021.

_____
Mayor

_____
County Clerk

APPENDIX H –RESOLUTION OF THE COUNCIL OF THE CORPORATION OF NORFOLK COUNTY

Norfolk County
Clerks and Bylaw Department
Office of the Chief Administrative Officer
50 Colborne Street, S., Simcoe Ontario N3Y 4H3
519-426-5870
Fax: 519-426-8573
norfolkcounty.ca

The Corporation of Norfolk County

RESOLUTION

MOVED BY: **Councillor Taylor**

SECONDED BY: **Councillor Columbus**

THAT Staff Report C.A.O 21-37 regarding a request for a Franchise Agreement by Six Nations Natural Gas be received;

AND THAT Council approves the form of draft by-law and franchise agreement attached as Attachments B and C to this report and authorizes the submission thereof to the Ontario Energy Board for approval pursuant to the provisions of Section 9 of the Municipal Franchises Act;

AND THAT Council requests that the Ontario Energy Board make an Order declaring and directing that the assent of the municipal electors to the attached draft by-law and franchise agreement pertaining to the Corporation of Norfolk County is not necessary pursuant to the provisions of Section 9(4) of the Municipal Franchises Act.

Defeated: _____

Carried: Yes (unanimous)

I HERBY CERTIFY the foregoing to be a true copy of a Resolution passed by the Council of the Corporation of Norfolk County on the 8th day of June, 2021.

CERTIFIED TRUE COPY
"This photocopy conforms to the original document which has not been altered in any way"
Kevin Klingenberg, Information and Privacy Coordinator
The Corporation of Norfolk County
Dated: June 18, 2021

Kevin Klingenberg, Deputy Clerk

APPENDIX I – DRAFT FRANCHISE AGREEMENT BETWEEN SIX NATIONS NATURAL GAS LIMITED AND THE CORPORATION OF THE COUNTY OF BRANT

Franchise Agreement

THIS AGREEMENT effective this_____day of_____, 2021.

BETWEEN:

CORPORATION OF THE COUNTY OF BRANT
hereinafter called the "**Corporation**"

- and -

SIX NATIONS NATURAL GAS COMPANY LIMITED
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.

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b. 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.

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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

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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 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.

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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 bylaws 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.

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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

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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 the County of Brant

By: _____

Name: David Bailey
Title: Mayor

By: _____

Name: Heather Boyd
Title: Clerk

Six Nations Natural Gas Limited

By: _____

Name: ●
Title: ●

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APPENDIX J – DRAFT BY-LAW OF THE CORPORATION OF THE COUNTY OF BRANT

BY-LAW NUMBER 79-21

- of -

THE CORPORATION OF THE COUNTY OF BRANT

To authorize a Franchise Agreement between Six Nations Natural Gas Limited and the Corporation of the Council of the County of Brant to allow for the distribution, storage and transmission of gas in the County of Brant

WHEREAS the Council of the Corporation of the County of Brant deems it expedient to enter into a franchise agreement (the "Franchise Agreement") with Six Nations Natural Gas Limited to allow for the distribution, storage and transmission of gas by Six Nations Natural Gas Limited in the County of Brant;

AND WHEREAS the Ontario Energy Board, by its Order issued pursuant to the *Municipal Franchises Act, 1990, R.S.O.,* on the ___ day of _____, ____, 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 THE COUNTY OF BRANT HEREBY ENACTS as follows:

1. **THAT** the Franchise Agreement between the Corporation of the County of Brant and Six Nations Natural Gas Limited, attached hereto as Schedule "A" and forming part of this by-law, to allow for the distribution, storage and transmission of gas in the County of Brant, be and the same is hereby authorized and the franchise provided for therein is hereby granted.

2. **THAT** the Mayor and the Clerk be and are hereby authorized and instructed, on behalf of the Corporation of the County of Brant, to enter into and execute under the corporate seal and deliver the Franchise Agreement, which is hereby incorporated into and forming part of this by-law.

READ a first and second time, this 22nd day of June, 2021.

THE CORPORATION OF THE COUNTY OF BRANT

David Bailey, Mayor

Heather Boyd

Heather Boyd, Clerk

READ a third time and finally passed in Council, this ___ day of _____, _____.

THE CORPORATION OF THE COUNTY OF BRANT

_____
David Bailey, Mayor

_____
Heather Boyd, Clerk

APPENDIX K – RESOLUTION OF THE COUNCIL OF THE COUNTY OF BRANT

Resolution Approved by County of Brant Council

June 22, 2021

The following is certified to be a true copy of a resolution approved by the County of Brant Council at its meeting on June 22, 2021:

"Whereas the County of Brant has received notice from Six Nations Natural Gas Limited of their desire to expand their natural gas distribution system to connect approximately 9 off-reserve customers on the County of Brant portion of Bateman Line;

And Whereas multiple statutory requirements are necessary to be conducted by the County of Brant and Six Nations Natural Gas Limited before the application is considered by the regulatory authority, the Ontario Energy Board;

Therefore, that the form of the draft By-law and Franchise Agreement between the Corporation of the County of Brant and Six Nations Natural Gas Limited, attached to staff report RPT-21-162, be approved and referred to the By-laws section for Council's consideration;

That staff be authorized to make submission to the Ontario Energy Board in support of the approval of the request of Six Nations Natural Gas Limited pursuant to the provisions of Section 9 of the Municipal Franchises Act, 1990, R.S.O.;

That Council requests the Ontario Energy Board make an order dispensing with the assent of the municipal electors of the attached draft By-law and Franchise Agreement pursuant to the provisions of Section 9(4) of the Municipal Franchises Act, 1990, R.S.O.;

And that a copy of Council's resolution be forwarded to Six Nations Natural Gas Limited in support of their request for Ontario Energy Board approval."

If you have any questions regarding the above resolutions, please contact me at 519-442-7268 or heather.boyd@brant.ca.

Heather Boyd

Heather Boyd, Clerk
June 29, 2021

APPENDIX L – DRAFT CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY (NORFOLK)

Certificate of Public Convenience and Necessity

Ontario Energy Board grants

Six Nations Natural Gas Limited

approval under section 8 of the *Municipal Franchises Act*, R.S.O. 1990, c. M55, as amended, to construct works to supply gas in the

County of Norfolk

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

1. The property legally described in [redacted]
2. The property legally described in [redacted]
3. The property legally described in [redacted]
4. The property legally described in [redacted]
5. The property legally described [redacted]
6. The property legally described in [redacted]
7. The property legally described in [redacted]

Draft

DATED at Toronto, _____, 2021

ONTARIO ENERGY BOARD

Original Signed by

Christine Long
Board Secretary

Draft

APPENDIX M – DRAFT CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY (BRANT)

EB-2020-XXXX

Certificate of Public Convenience and Necessity

Ontario Energy Board grants

Six Nations Natural Gas Limited

approval under section 8 of the *Municipal Franchises Act*, R.S.O. 1990, c. M55, as amended, to construct works to supply gas in the

County of Brant

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

1. The property legally described in [redacted]
2. The property legally described in [redacted]
3. The property legally described in [redacted]
4. The property legally described in [redacted]
5. The property legally described in [redacted]
6. The property legally described in [redacted]
7. The property legally described in [redacted]

Draft

8. The property legally described in [redacted]
9. The property legally described in [redacted]

DATED at Toronto, _____, 2021

ONTARIO ENERGY BOARD

Original Signed by

Christine Long
Board Secretary

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