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BY PRIORITY POST

June 22, 2006

Mr. Patrick Hoey
Director, Regulatory Affairs
Enbridge Gas Distribution Inc.
500 Consumers Road
PO Box 650
Toronto, Ontario M1K 5E3

LETTER OF DIRECTION

Dear Mr. Hoey:

**Re: Enbridge Gas Distribution - City of Ottawa
Gas Franchise Agreement
Board File Number: EB-2006-0032**

The Board has now issued its Decision and Order in this matter and an executed copy is enclosed.

You are directed:

1. to serve immediately a copy of the Decision and Order for the franchise approval on the Clerk of the Corporation of the City of Ottawa by courier or by registered mail;
2. to file with the Board, affidavit evidence demonstrating the above service immediately upon completion, with the Decision and Order and courier waybill information or original Post Office Registration Receipt(s) (where applicable) attached as appendices; and
3. to file with the Board a duly certified copy of the by-law after third reading and an executed copy of the franchise agreement, as soon as these are available.

Yours truly,

A handwritten signature in black ink, appearing to read 'P. O'Dell', with a horizontal line underneath.

Peter H. O'Dell
Assistant Board Secretary

c. Mr. Richard Lanni, Enbridge Gas Distribution Inc.

Encl.



EB-2006-0032

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 Distribution Inc. for an order approving the terms
and conditions upon which, and the period for which,
the Corporation of the City of Ottawa is, by by-law, to
grant to Enbridge Gas Distribution Inc. 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 City of Ottawa;

AND IN THE MATTER OF an application by Enbridge
Gas Distribution Inc. for an order directing and
declaring that the assent of the municipal electors of
the Corporation of the City of Ottawa to the by-law is
not necessary.

By delegation, before: Mark C. Garner.

DECISION AND ORDER

Enbridge Gas Distribution Inc. ("Enbridge") filed an application dated December 20, 2005 with the Ontario Energy Board (the "Board") under section 10(1) of the *Municipal Franchises Act*, R.S.O. 1990, c. M.55 (the "Act") for an order renewing or extending the term of the right of Enbridge to operate works for the distribution of gas in the City of Ottawa (the "Municipality"). Enbridge also made a request under section 10(4) of the Act for an order extending Enbridge's previously approved franchise rights in the Municipality.

The Board has assigned file number EB-2006-0032 to this application.

Under section 10 of the Act, if the term of the right to operate works for the distribution of gas has expired or will expire within one year, the Board may, if public convenience and necessity appear to require it, make an order renewing or extending the term of the right for such a period of time and upon such terms and conditions as may be prescribed by the Board. An order of the Board under section 10 of the Act shall be deemed to be a valid by-law of the municipality concerned assented to by the municipal electors.

Effective January 1, 2000, a number of former municipalities were combined to form the Municipality. Enbridge and the Municipality were party to a Board-approved franchise agreement granting Enbridge the right to construct and operate works and to extend and add to the works for the distribution of gas in the Municipality. The franchise agreement was set to expire on December 24, 2005. By an Interim Order dated January 27, 2006, the Board approved an extension of Enbridge's existing franchise agreement until the Board disposed of this application, or June 24, 2006, whichever was earlier.

The Board's Notice of Application and Hearing was published on April 9, 2006. There were no intervenors.

It is noted that Enbridge's December 20, 2005 application was filed under section 10(1) of the Act because an agreement had not yet been reached between Enbridge and the Municipality at the time the application was filed.

On June 20, 2006, Enbridge filed with the Board, a revised application under section 9 of the Act for an order of the Board approving the terms and conditions upon which, and the period for which, the Corporation of the City of Ottawa is, by by-law, to grant to Enbridge 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 Municipality.

Enbridge submitted a resolution passed by the Council of the Municipality on June 14, 2006, approving the form of the draft by-law and requesting that the Board declare and direct that the assent of the municipal electors to the by-law is not necessary.

The proposed franchise agreement is in the form of the 2000 Model Franchise Agreement approved by the Board as a standard form of agreement.

The Board has proceeded with this application in accordance with section 9 of the Act.

Based on the information provided in the application, granting the orders requested is in the public interest. Further, in all the circumstances, the assent of the municipal electors can properly be dispensed with.

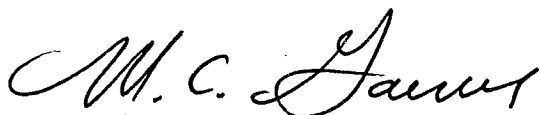
IT IS ORDERED THAT:

1. The terms and conditions upon which, and the period for which, the Corporation of the City of Ottawa is, by by-law, to grant to Enbridge Gas Distribution Inc., 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, as set out in the franchise agreement attached as Appendix A, are approved.
2. The assent of the municipal electors of the Corporation of the City of Ottawa to the by-law is not necessary.

Under section 7(1) of the *Ontario Energy Board Act, 1998*, this decision may be appealed to the Board within 15 days.

DATED at Toronto June 22, 2006.

ONTARIO ENERGY BOARD

A handwritten signature in black ink, appearing to read 'M. C. Garner', written in a cursive style.

Mark C. Garner
Managing Director, Market Operations

APPENDIX "A"
TO BOARD DECISION AND ORDER
EB-2006-0032

DATED: June 22, 2006
FRANCHISE AGREEMENT

(Available only in hard copy format)

Model Franchise Agreement

THIS AGREEMENT effective this day of , 20 .

BETWEEN: the City of Ottawa hereinafter called the

"City"

- and -

The Enbridge Gas Distribution Inc. hereinafter called the "Gas Company"

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

AND WHEREAS by By-law 2006- passed by the Council of the City (the "By-law"), the duly authorized officers have been authorized and directed to execute this Agreement on behalf of the City;

THEREFORE the City 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 City 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 City;
- 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 City;
- 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 City on the date when this Agreement takes effect, and any territory which may thereafter be brought within the jurisdiction of the City;
- 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 City is hereby given and granted to the Gas Company to distribute, store and transmit gas in and through the Municipality to the City and to the inhabitants of the Municipality.

3. To Use Highways.

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

Part III - Conditions

5. Approval of Construction

- a. The Gas Company shall not undertake any excavation, opening or work which will disturb or interfere with the surface of the travelled portion of any highway unless a permit therefor has first been obtained from the Engineer/Road Superintendent and all work done by the Gas Company shall be to his satisfaction.

- b. Prior to the commencement of work on the gas system, or any extensions or changes to it (except service laterals which do not interfere with municipal works in the highway), the Gas Company shall file with the Engineer/Road Superintendent a Plan, satisfactory to the Engineer/Road Superintendent, drawn to scale and of sufficient detail considering the complexity of the specific locations involved, showing the highways in which it proposes to lay its gas system and the particular parts thereof it proposes to occupy.
- c. The Plan filed by the Gas Company shall include geodetic information for a particular location:
 - i. where circumstances are complex, in order to facilitate known projects, including projects which are reasonably anticipated by the Engineer/Road Superintendent, or
 - ii. when requested, where the City 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 City's Drainage Superintendent for purposes of the Drainage Act, or such other person designated by the City 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 City may do or cause such work to be done and the Gas Company shall, on demand, pay

the City'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 City 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 City 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 City, 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 City from claims for which the Gas Company is obliged to indemnify the City under Paragraph 9. The insurance policy shall identify the City 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 City 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 City, 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 City 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 City 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 City 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 City 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 City 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 City 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 City 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 City 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 City may remove and dispose of so much of the decommissioned gas system as the City 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 City 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 City, 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 City; and
 - ii. the Gas Company does not charge a fee for the third party's right of access to the highways.
- c. Decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas are not subject to the provisions of this Agreement. For decommissioned parts of the gas system used for purposes other than the transmission and distribution of gas, issues such as relocation costs will be governed by the relevant municipal access agreement.

17. Franchise Handbook

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

18. Agreement Binding Parties

This Agreement shall extend to, benefit and bind the parties thereto, their successors and assigns, respectively.

IN WITNESS WHEREOF the parties have executed this Agreement effective from the date written above.

THE CITY OF OTTAWA

By: _____

Duly Authorized Officer

THE CONSUMERS' GAS COMPANY LTD.

By: _____

DATED this day of , 2006

The City of Ottawa

- and -

Enbridge Gas Distribution Inc.

FRANCHISE AGREEMENT

THE Enbridge Gas Distribution Inc.
500 Consumers Road
North York, Ontario
M2J 1P8

Attention: Regulatory Affairs Department