



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

August 19, 2024

Ms. Nancy Marconi
Registrar
Ontario Energy Board
2300 Yonge Street, 27th Floor
Toronto, ON M4P 1E4

Dear Ms. Marconi:

**Re: Enbridge Gas Inc.
Application for Certificate of Public Convenience and Necessity
Town of Minto**

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

Should you have any questions on this application, please do not hesitate to contact me. I look forward to the receipt of your instructions.

Yours truly,

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

Encl.

ONTARIO ENERGY BOARD

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

AND IN THE MATTER OF an Application by Enbridge Gas Inc. for an Order cancelling and superseding those parts of the E.B.C. 29 Certificate of Public Convenience and Necessity held by Enbridge Gas Inc. related to the former Township of Minto, the former Town of Harriston and the former Town of Palmerston, and cancelling and superseding the E.B.C. 289 Certificate of Public Convenience and Necessity for the former Village of Clifford and replacing them with a Certificate of Public Convenience and Necessity to construct works to supply natural gas in the current Town of Minto.

APPLICATION

1. Enbridge Gas Inc. (Enbridge Gas), a regulated public utility, is a corporation incorporated under the laws of the Province of Ontario, with its offices in the City of Toronto and the Municipality of Chatham-Kent.
2. The Corporation of the Town of Minto is a municipal corporation incorporated under the laws of the Province of Ontario. Attached hereto and marked as Schedule "A" is a map showing the geographical location of the Town of Minto and a customer density representation of Enbridge Gas' service area. Enbridge Gas currently serves approximately 2,500 customers in the Town of Minto. Enbridge Gas has been providing gas distribution services within the Town of Minto since approximately 1963.
3. The Town of Minto is a lower-tier municipality located in the County of Wellington. On January 1, 1999, the former Village of Clifford, the former Town of Harriston, the former Township of Minto and the former Town of Palmerston were amalgamated to form the Town of Minto.
4. Enbridge Gas has a 20-year franchise agreement (EB-2019-0093) with the Town of Minto effective May 21, 2019 (attached as Schedule "B"). Enbridge Gas has a Certificate of Public Convenience and Necessity (CPCN) dated May 1, 1963 (E.B.C. 29 attached as Schedule "C1") in place which pertains to operations within 25 municipalities including the former Town of Harriston, the former Township of Minto and the former Town of Palmerston, as well as a CPCN dated June 9, 1999 (E.B.C. 289 attached as Schedule "C2") for operating within the former Village of Clifford.
5. The Natural Gas Facilities Handbook (issued March 31, 2022) states the following:

3.6.2 Municipal Changes that do not affect another Person's Certificate Rights

If the boundaries of a person's existing certificate are affected by a municipal amalgamation or annexation, and no other person holds a certificate for any part of the

newly amalgamated or annexed municipal territories, then the person should notify the OEB within 90 days of the date that the change takes effect to have the certificate amended to reflect the change. The OEB will not as a matter of course amend the territory covered by the person's existing certificate to include any additional service area that was added to the municipality through the amalgamation or annexation. The certificate would be amended to include the metes and bounds of the person's existing certificate. However, the certificate holder could also apply for a new certificate that would include any additional service area within the newly amalgamated territories.

6. Given that Enbridge Gas already holds the CPCN rights for all the lands that now make up the Town of Minto (through our existing E.B.C. 29 and E.B.C. 289 CPCNs), there is no change to overall existing CPCN rights held by Enbridge Gas in this area. Enbridge Gas is not aware of any other person holding a CPCN for any part of the current Town of Minto.
7. Enbridge Gas currently has franchise agreements with and CPCNs for the Township of Howick, the Township of Mapleton, the Municipality of North Perth, the Municipality of South Bruce, the Township of Wellington North and the Municipality of West Grey which are immediately adjacent to the Town of Minto. Enbridge Gas is not aware of any other natural gas distributor in or within the areas adjacent to the Town of Minto.
8. The contact information of the Town of Minto is as follows:

Town of Minto
5941 Highway 89
Harriston, ON N0G 1Z0
Attention: Annilene McRobb, Clerk
Telephone: (519) 338-2511, ext. 230
Email: annilene@town.minto.on.ca

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

Enbridge Gas Inc.
603 Kumpf Drive
Waterloo, ON N2J 4A4
Attention: Murray Costello, Director, Regional Operations
Email: murray.costello@enbridge.com

9. Enbridge Gas now applies to the Ontario Energy Board for an Order pursuant to s.8 of the *Municipal Franchises Act* cancelling and superseding those parts of the E.B.C. 29 Certificate of Public Convenience and Necessity held by Enbridge Gas Inc. related to the former Township of Minto, the former Town of Harriston and the former Town of Palmerston, and cancelling and superseding the E.B.C. 289 Certificate of Public Convenience and Necessity for the former Village of Clifford and replacing them with a Certificate of Public Convenience and Necessity to construct works to supply natural gas in the current Town of Minto.

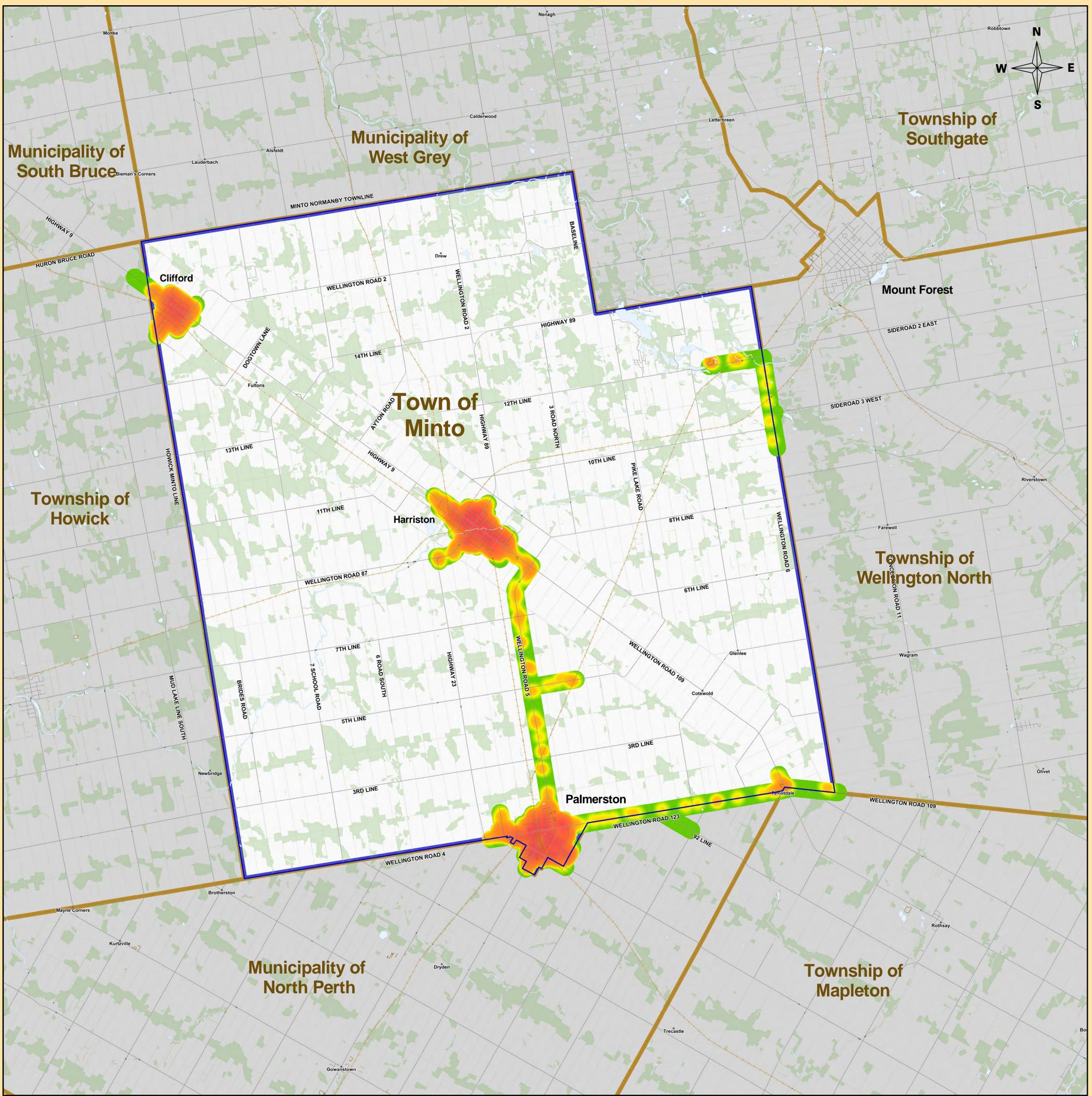
DATED at the Municipality of Chatham-Kent, in the Province of Ontario this 19th day of August, 2024.

ENBRIDGE GAS INC.

Patrick McMahon
Technical Manager
Regulatory Research and Records

Comments respecting this Application should be directed to:

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



Town of Minto

Legend

-  Enbridge Gas Pipeline Coverage Area
-  Town of Minto
-  Roads
-  Railways
-  Municipal and Township Boundaries
-  First Nation Boundaries



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



The Corporation of the Town of Minto
By-law Number 2019-08

Authorize a Franchise Agreement between the Corporation of the Town of Minto and Enbridge Gas Inc.

WHEREAS the Council of the Corporation of the Town of Minto deems it expedient to enter into the attached franchise agreement (the "Franchise Agreement") with Enbridge Gas Inc.;

AND WHEREAS the Ontario Energy Board by its Order issued pursuant to the *Municipal Franchises Act* on the 2nd day of May, 2019 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 Town of Minto enacts as follows:

1. THAT the Franchise Agreement between the Corporation of the Town of Minto 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 be and they are hereby authorized and instructed on behalf of the Corporation of the Town of Minto 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 following by-law be, and the same is hereby repealed:
 - By-law #99-59 for the Corporation of the Town of Minto, passed in Council on the 23rd day of June 1999.
4. THAT this by-law shall come into force and take effect as of the final passing thereof.

Read a first time this 22nd day of January 2019

Read a second time this 22nd day of January 2019

Read a third time and finally passed this 21st day of May 2019.

THE CORPORATION OF THE TOWN OF MINTO

[Original Signed By George Bridge]

Mayor George A. Bridge

[Original Signed By Gordon Duff]

Acting Clerk Gordon Duff

2000 Model Franchise Agreement

THIS AGREEMENT effective this 21st day of May, 2019

BETWEEN:

THE CORPORATION OF THE TOWN OF MINTO

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

Part III – Conditions

5. Approval of Construction

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

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

6. **As Built Drawings**

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

7. **Emergencies**

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

8. **Restoration**

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

9. **Indemnification**

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

10. **Insurance**

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

11. **Alternative Easement**

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

12. **Pipeline Relocation**

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

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

Part IV - Procedural And Other Matters

13. Municipal By-laws of General Application

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

14. Giving Notice

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

15. Disposition of Gas System

- (a) If the Gas Company decommissions part of its gas system affixed to a bridge, viaduct or structure, the Gas Company shall, at its sole expense, remove the part of its gas system affixed to the bridge, viaduct or structure.
- (b) If the Gas Company decommissions any other part of its gas system, it shall have the right, but is not required, to remove that part of its gas system. It may exercise its right to remove the decommissioned parts of its gas system by giving notice of its intention to do so by filing a Plan as required by Paragraph 5 of this Agreement for approval by the Engineer/Road Superintendent. If the Gas Company does not remove the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in any highway, the Corporation

may remove and dispose of so much of the decommissioned gas system as the Corporation may require for such purposes and neither party shall have recourse against the other for any loss, cost, expense or damage occasioned thereby. If the Gas Company has not removed the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in a highway, the Gas Company may elect to relocate the decommissioned gas system and in that event Paragraph 12 applies to the cost of relocation.

16. Use of Decommissioned Gas System

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

17. Franchise Handbook

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

18. 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
TOWN OF MINTO**

Per: *[Original Signed By George Bridge]*

George Bridge, Mayor

Per: *[Original Signed By Gordon Duff]*

Gordon Duff, Acting Clerk

ENBRIDGE GAS INC.

Per: *[Original Signed By Mark Kitchen]*

Mark Kitchen, Director
Regulatory Affairs

Per: *[Original Signed By Murray Costello]*

Murray Costello, Director,
Southeast Region Operations



ONTARIO ENERGY BOARD

IN THE MATTER OF The Municipal Franchises Act, R.S.O. 1960, Chapter 255;

AND IN THE MATTER OF an Application by Union Gas Company of Canada, Limited to the Ontario Energy Board for approval of the Board to construct works to supply and to supply gas in the under-mentioned municipalities.

- | | |
|-----------------------|-------------------------|
| County of Bruce | Township of Bentinck |
| County of Perth | Township of Brant |
| Town of Durham | Township of Egremont |
| Town of Hanover | Township of Elma |
| Town of Harriston | Township of Holland |
| Town of Listowel | Township of Luther West |
| Town of Mount Forest | Township of Maryborough |
| Town of Palmerston | Township of Minto |
| Town of Walkerton | Township of Normanby |
| Village of Arthur | Township of Peel |
| Village of Chatsworth | Township of Sullivan |
| Village of Drayton | Township of Wallace |
| Township of Arthur | |

REASONS FOR DECISION

This is an application by Union Gas Company of Canada Limited (hereinafter referred to as the "Applicant") for an Order pursuant to Section 8 of The Municipal Franchises Act, R.S.O. 1960, Chapter 255, granting approval of the Board to construct works to supply and to supply gas in the above mentioned municipalities.

The application was heard at a public hearing pursuant to due notice as directed by the Board at the County Council Chambers, Bruce County Buildings, Walkerton, Ontario on April 17, 1963. Mr. J. W. S. McOuat, Secretary, and Mr. F. R. Palin, Vice-President and General Manager, appeared for the Applicant.

No one appeared to oppose the application.

The above mentioned municipalities (hereinafter referred to as the "Respondents") are situated in the area between the northern limits of the Applicant's main system for the transmission and distribution of gas in Southwestern Ontario and the Applicant's existing transmission and distribution system in Grey County.

Ontario Natural Gas Storage and Pipelines Limited (hereinafter referred to as "Ontario") a wholly owned subsidiary of the Applicant proposes to construct a transmission pipe line from the present northern terminus of its facilities in the vicinity of the Town of Elmira, to the City of Owen Sound, to provide the Applicant with an alternate source of gas supply for its Grey County system, the requirements of which are presently being obtained from The Consumers' Gas Company.

Construction of such pipe lines by Ontario will enable the Applicant to undertake the distribution of gas in portions of the Respondent urban municipalities. The Applicant also proposes to distribute gas in those portions of the Respondent rural municipalities which are adjacent to the proposed transmission facilities of the Applicant which will transport gas to the proposed urban distribution systems and which can be economically served by the Applicant, there having been no distribution of gas in the area up to the present time.

The Applicant has applied to the Councils of all of the Respondent municipalities for gas transmission or distribution franchise By-laws and all of the Respondent municipalities have enacted such By-laws in its favour.

The Applicant stated to the Board that it has available to it adequate supplies of natural gas to meet the foreseeable requirements of future customers in the Respondent municipalities and the Applicant further stated that it has ample financial resources to carry out the undertaking.

The Board having heard the evidence adduced and perused the material filed is satisfied that the application is in the public interest and should be granted and there-

fore an Order will issue.

DATED at Toronto this ^{2nd} 22 day of April, 1963.

ONTARIO ENERGY BOARD

[Signature]
Chairman

[Signature]
Commissioner

ONTARIO ENERGY BOARD

IN THE MATTER OF The Municipal Franchises Act, R.S.O. 1960, Chapter 255;

AND IN THE MATTER OF an Application by Union Gas Company of Canada, Limited to the Ontario Energy Board for approval of the Board to construct works to supply and to supply gas in the Respondent Municipalities.

B E F O R E:

A. R. Crozier, Chairman) Wednesday, the 17th day
 and)
 J. J. Wingfelder, Commissioner) of April, 1963.

B E T W E E N:

UNION GAS COMPANY OF CANADA, LIMITED,
 Applicant,
 - and -

County of Bruce	Township of Bentinck
County of Perth	Township of Brant
Town of Durham	Township of Egremont
Town of Hanover	Township of Elma
Town of Harriston	Township of Holland
Town of Listowel	Township of Luther West
Town of Mount Forest	Township of Maryborough
Town of Palmerston	Township of Minto
Town of Walkerton	Township of Normanby
Village of Arthur	Township of Peel
Village of Chatsworth	Township of Sullivan
Village of Drayton	Township of Wallace
Township of Arthur	

Respondents.

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

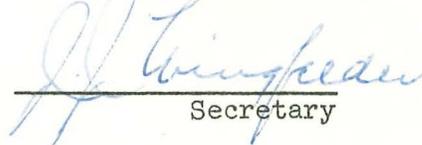
UPON the Application of Union Gas Company of Canada, Limited for approval of the Ontario Energy Board to construct works to supply and to supply gas in the Respondent Municipalities pursuant to Section 8 of The Municipal Franchises Act, R.S.O. 1960, Chapter 255; upon the hearing of such Application by the Board on the 17th day of April, 1963, after due Notice of such Hearing had been given as directed by the Board; in the presence of Counsel for the Applicant, and no one else appearing; the Board having later issued its Decision dated the 22nd day of April, 1963, providing for the issuance of this Certificate;

THIS BOARD DOTH CERTIFY, pursuant to Section 8 of The Municipal Franchises Act, R.S.O. 1960, Chapter 255, that Public Convenience and Necessity appear to require that approval of the Ontario Energy Board shall be and the same is hereby given to Union Gas Company of Canada, Limited to construct works to supply and to supply gas in the Respondent Municipalities.

AND THIS BOARD DOETH further Order and Direct that the costs of this Application fixed at the sum of \$75.00 shall be paid forthwith by the Applicant to the Board.

DATED at Toronto, Ontario, this 1st day of May, 1963.

ONTARIO ENERGY BOARD


Secretary



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 Union Gas Limited for a certificate of public convenience and necessity to construct works to supply gas to the inhabitants of the former Village of Clifford.

BEFORE: G. A. Dominy
Presiding Member and Vice Chair

J. B. Simon
Member

ORDER GRANTING

A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

Union Gas Limited ("Union") filed with the Ontario Energy Board ("the Board") an Application dated December 18, 1998, ("the Application") under section 8 of the Municipal Franchises Act, R.S.O. 1990, c. M. 55, as amended, for a certificate of public convenience and necessity to construct works to supply gas in the former Village of Clifford in the County of Wellington. The Application was assigned file number E.B.C. 289.

On January 1, 1999, the former Village of Clifford, the former Township of Minto, the former Town of Palmerston and the former Town of Harriston were amalgamated to form the Town of Minto.

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Union served and published the Board's Notices of Application and Notices of Written Hearing. The Board has considered the submissions of Board staff and Union in this matter. The Board finds the Application to be in the public interest.

THEREFORE, THE BOARD ORDERS THAT:

1. A Certificate of Public Convenience and Necessity is granted to Union to construct works to supply gas in that part of the Town of Minto formerly known as the Village of Clifford.
2. If Union fails to substantially complete construction of the gas mains proposed in the Application within twenty-four months following the issuance of the Board's certificate, the Certificate shall expire.
3. Construction of the gas works proposed in the evidence supporting the Application is subject to the Undertakings listed in Appendix "A" attached to this Order.
4. Union is directed to pay the Board's costs of and incidental to these proceedings, immediately upon receipt of the Board's invoice.

DATED at Toronto June 9, 1999.

ONTARIO ENERGY BOARD



Peter H. O'Dell
Assistant Board Secretary

APPENDIX 'A' TO
BOARD ORDER NO. E.B.C. 289

DATED June 9, 1999.

A handwritten signature in black ink, appearing to read 'P. O'Dell', is written over a horizontal line.

Peter H. O'Dell
Assistant Board Secretary

Undertakings
The Former Village of Clifford
E.B.C. 289

- a) Union shall comply with these Undertakings given to the Board and shall construct the pipeline and shall restore the land according to the evidence filed with the Board.
- b) Union shall advise the Board's designated representative of any proposed change in construction or restoration procedures and, except in an emergency, Union shall not make such change without prior approval of the Board's designated representative. In the event of an emergency, the Board's designated representative shall be informed forthwith after the fact.
- c) Union shall designate one of its employees as project engineer and shall provide the name of the individual to the Board's designated representative. The project engineer will be responsible for the fulfilment of the Undertakings and other commitments on the construction site. Union shall provide a copy of the final Undertakings to the project engineer, within seven days of the Board's Order being issued.
- d) Union shall furnish the Board's designated representative with five (5) copies of written confirmation of the completion of construction in compliance with the Board's Order. This written confirmation shall be provided within one month of the test date, and shall contain the following:
 - 1. The date upon which construction was completed;
 - 2. The date on which the installed pipeline was tested and energized;
 - 3. Copies of all notices given pursuant to these Undertakings;
 - 4. In the event of any change in route alignment, representative drawings of the pipeline route in relation to that originally approved;
 - 5. An explanation for any deviations in compliance with these Undertakings; and
 - 6. A list of any outstanding landowner concerns.

- e) Both during and after the construction, Union shall monitor the effects upon the land and the environment, and shall file ten copies of a monitoring report in writing with the Board within one year of the in-service date.
- f) The Board shall be notified prior to any changes in the routing of the project as proposed.
- g) The Board's designated representative for the purposes of these Undertakings shall be the project Case Manager, or in their absence the Manager, Facilities.
- h) Union shall establish a separate account to track revenues received from customer contributions and to report on the level of attachments and customer contributions received relating to this project, in a future rates case, and as may be required from time to time by the Board.