



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

November 20, 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
City of Ottawa**

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 City of Ottawa.

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 the F.B.C. 143, F.B.C. 144, F.B.C. 145, F.B.C. 182, F.B.C. 193, F.B.C. 196, F.B.C. 200, F.B.C. 263, F.B.C. 264, E.B.C. 60 and E.B.C. 165 Certificates of Public Convenience and Necessity held by Enbridge Gas Inc. related to the former municipalities that now make up the City of Ottawa and replacing them with a Certificate of Public Convenience and Necessity to construct works to supply natural gas in the current City of Ottawa.

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 City of Ottawa is a municipal corporation incorporated under the laws of the Province of Ontario and is a single-tier municipality that was incorporated as a city on January 1, 1855.
3. On January 1, 1969, the Regional Municipality of Ottawa-Carleton was created by restructuring County of Carleton and annexing the Township of Cumberland from the United Counties of Prescott and Russell. The Regional Municipality of Ottawa-Carleton originally consisted of the Cities of Ottawa and Eastview, the Villages of Rockcliffe Park, Richmond and Stittsville, and the Townships of Torbolton, Fitzroy, Huntley, March, Goulbourn, Nepean, Osgoode, Marlborough, North Gower, Gloucester and Cumberland. At the same time as the creation of the Regional Municipality of Ottawa-Carleton, the City of Eastview was renamed the City of Vanier.
4. In 1974, the police villages of City View, Kenmore, Manotick, Metcalfe, North Gower, Osgoode Station, and St. Joseph d'Orleans were dissolved and the Township of Goulbourn annexed the villages of Richmond and Stittsville. At the same time, the townships of Marlborough and North Gower merged to become the Township of Rideau and the Townships of Torbolton, Fitzroy and Huntley merged to become the Township of West Carleton.
5. In 1978, the Township of March and parts of the Township of Goulbourn and the Township of Nepean merged to become the City of Kanata. At the same time, the Township of Nepean became the City of Nepean. In 1981, the Township of Gloucester became the City of Gloucester and in 1999, the Township of Cumberland became the City of Cumberland.
6. In 2001, the current City of Ottawa was formed through the amalgamation of the former Regional Municipality of Ottawa-Carleton, the former Cities of Cumberland, Gloucester, Kanata, Nepean, Ottawa and Vanier, the former Village of Rockcliffe Park and the former Townships of Goulbourn, Osgoode, Rideau and West Carleton.

7. Attached hereto and marked as Schedule "A" is a map showing the geographical location of the City of Ottawa, a customer density representation of Enbridge Gas' service area, and the locations of the former municipalities that now form part of the City of Ottawa. Enbridge Gas currently serves approximately 306,000 customers in the City of Ottawa. Enbridge Gas and its predecessors have been providing gas distribution services within the City of Ottawa since approximately 1938.
8. Enbridge Gas has a 20-year franchise agreement (EB-2006-0032) with the City of Ottawa effective June 29, 2006 (attached as Schedule "B"). Enbridge Gas has 11 Certificates of Public Convenience and Necessity (CPCNs) for various areas within the City of Ottawa:

F.B.C. 143 - Township of March (attached as Schedule "C1")

- Issued December 9, 1957
- In 1978, the City of Kanata was formed through the amalgamation of the former Township of March and portions of the Township of Goulbourn and the Township of Nepean.
- The City of Kanata became part of the City of Ottawa in 2001.

F.B.C. 144 and F.B.C. 145 – Township of Huntley and Township of Fitzroy (attached as Schedules "C2" and "C3")

- Both issued December 9, 1957.
- In 1974, the Township of West Carleton was formed through the amalgamation of the Township of Fitzroy, the Township of Huntley and the Township of Torbolton.
- There is no evidence indicating that the Enbridge Gas or its predecessors ever held a CPCN for the former Township of Torbolton, although there are approximately 1,175 customers within that part of the City of Ottawa.
- The Township of West Carleton became part of the City of Ottawa in 2001.

F.B.C. 182 - Township of Osgoode (attached as Schedule "C4")

- Issued January 23, 1958.
- Part of the Township of Osgoode was annexed to the Township of Rideau in 1974.
- The Township of Osgoode became part of the City of Ottawa in 2001.

F.B.C. 193 - Town of Eastview (attached as Schedule "C5")

- Issued January 24, 1958.
- The Town of Eastview became a city in 1963 and was renamed the City of Vanier in 1969.
- The City of Vanier became part of the City of Ottawa in 2001.

F.B.C. 196 - Township of Cumberland (attached as Schedule "C6")

- Issued February 10, 1958.
- The Township of Cumberland was withdrawn from the United Counties of Prescott and Russell to become part of the Regional Municipality of Ottawa-Carleton in 1969. The Township of Cumberland became the City of Cumberland in 1999.
- The City of Cumberland became part of the City of Ottawa in 2001.

F.B.C. 200 - Township of Goulbourn (attached as Schedule “C7”)

- Issued March 12, 1958.
- In 1974, the Township of Goulbourn annexed the villages of Stittsville and Richmond.
- A portion of the Township of Goulbourn became part of the City of Kanata in 1978. The remainder of the Township of Goulbourn became part of the City of Ottawa in 2001.

F.B.C. 263 - Township of Gloucester (attached as Schedule “C8”)

- Issued December 22, 1958.
- In 1974, a portion of the Township of Gloucester was annexed to the Township of Rideau.
- Gloucester was incorporated as a city in 1981 and became part of the City of Ottawa in 2001.

F.B.C. 264 - Township of Nepean (attached as Schedule “C9”)

- Issued September 22, 1958.
- In 1974, a portion of the Township of Nepean was annexed by the Township of Rideau.
- In 1978, the Township of Nepean became the City of Nepean. That same year, a portion of the former Township of Nepean became part of the City of Kanata.
- The City of Nepean became part of the City of Ottawa in 2001.

E.B.C. 60 - City of Ottawa and Village of Rockcliffe Park (attached as Schedule “C10”)

- Issued July 25, 1967.
- The Village of Rockcliffe Park became part of the City of Ottawa in 2001.

E.B.C. 165 - Township of Rideau (attached as Schedule “C11”)

- Issued May 17, 1985.
- The Township of Rideau was formed in 1974 through the amalgamation of the former Townships of Marlborough and North Gower, alongside portions of the former Townships of Gloucester, Nepean and Osgoode.
- The Township of Rideau became part of the City of Ottawa in 2001.

9. 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.

10. Given that Enbridge Gas does not hold the CPCN rights for the former Township of Torbolton, the former Village of Stittsville and the former Village of Richmond, the requested CPCN for the City of Ottawa will expand the overall 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 City of Ottawa.
11. Enbridge Gas currently has franchise agreements with and CPCNs for the Town of Mississippi Mills, the Town of Carleton Place, the Township of Montague, the Municipality of North Grenville, the Township of North Dundas, the Township of Russell, the Municipality of The Nation, and the City of Clarence-Rockland which are immediately adjacent to the City of Ottawa. Enbridge Gas is not aware of any other natural gas distributor in the area.
12. The contact information of the City of Ottawa is as follows:

City of Ottawa
110 Laurier Avenue West
Ottawa, ON K1P 1J1
Attention: Caitlin Salter MacDonald, City Clerk
Telephone: (613) 580-2400
Email: Caitlin.salter-macdonald@ottawa.ca

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

Enbridge Gas Inc.
400 Coventry Road
Ottawa, ON K1K 2C7
Attention: Nicole Lehto, Director, Regional Operations
Email: nicole.lehto@enbridge.com

13. Enbridge Gas believes that publishing the Notice in the local newspaper, on the OEB web site, on the Enbridge Gas' web site and on the municipality's web site will provide a broad awareness of this application. The newspaper having the highest circulation in the City of Ottawa is the *Ottawa Citizen*. This is the newspaper used by the Municipality for its notices.
14. Enbridge Gas now applies to the Ontario Energy Board for an Order pursuant to s.8 of the *Municipal Franchises Act* cancelling and superseding the F.B.C. 143, F.B.C. 144, F.B.C. 145, F.B.C. 182, F.B.C. 193, F.B.C. 196, F.B.C. 200, F.B.C. 263, F.B.C. 264, E.B.C. 60 and E.B.C. 165 Certificates of Public Convenience and Necessity held by Enbridge Gas Inc. related to the former municipalities that now make up the City of Ottawa and replacing them with a Certificate of Public Convenience and Necessity to construct works to supply natural gas in the current City of Ottawa.

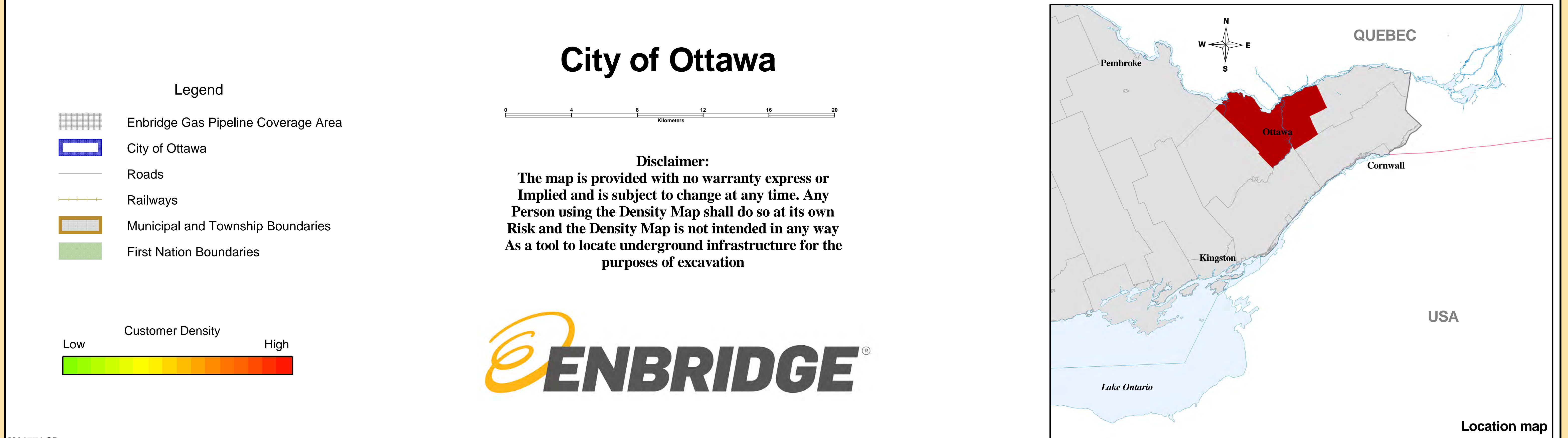
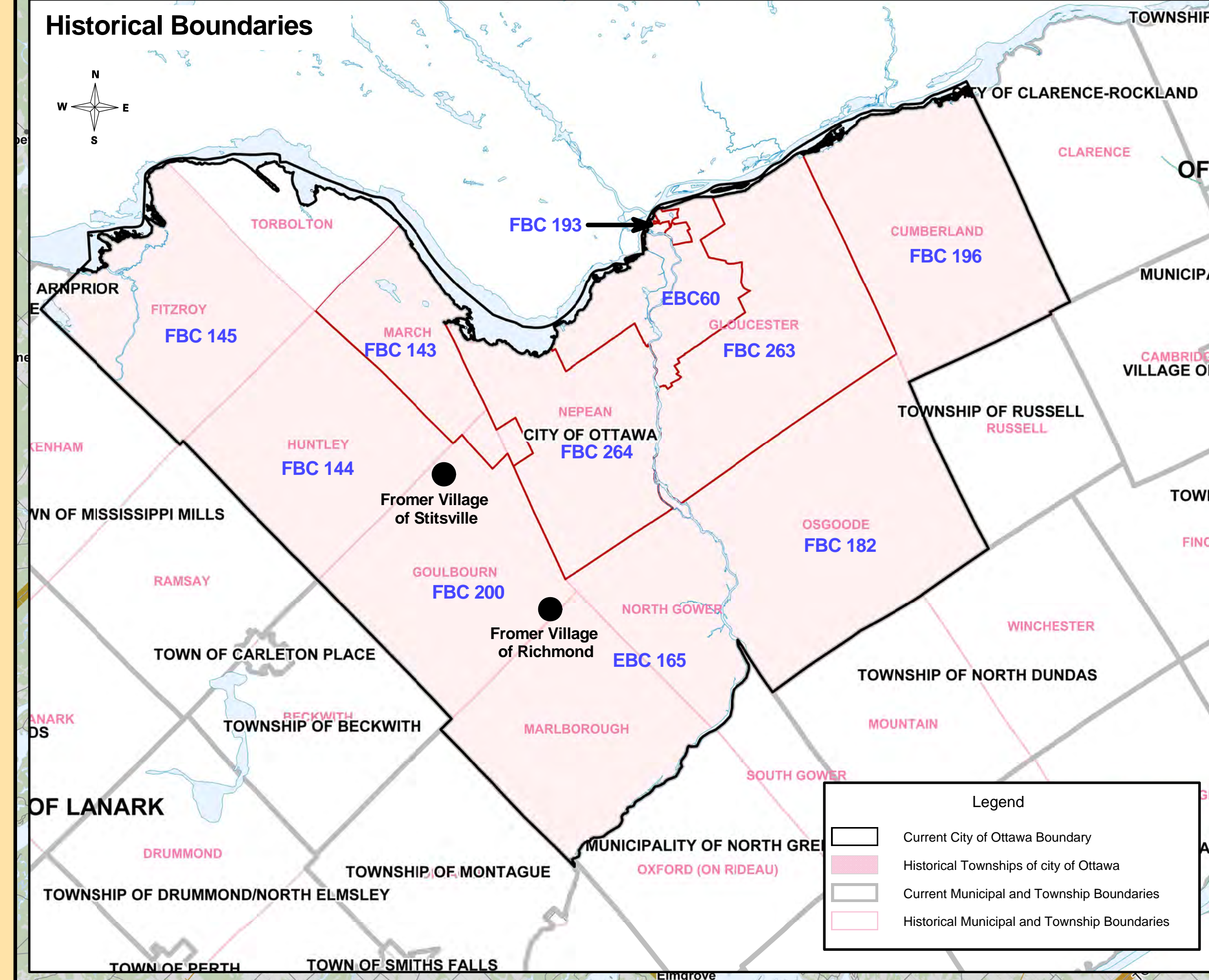
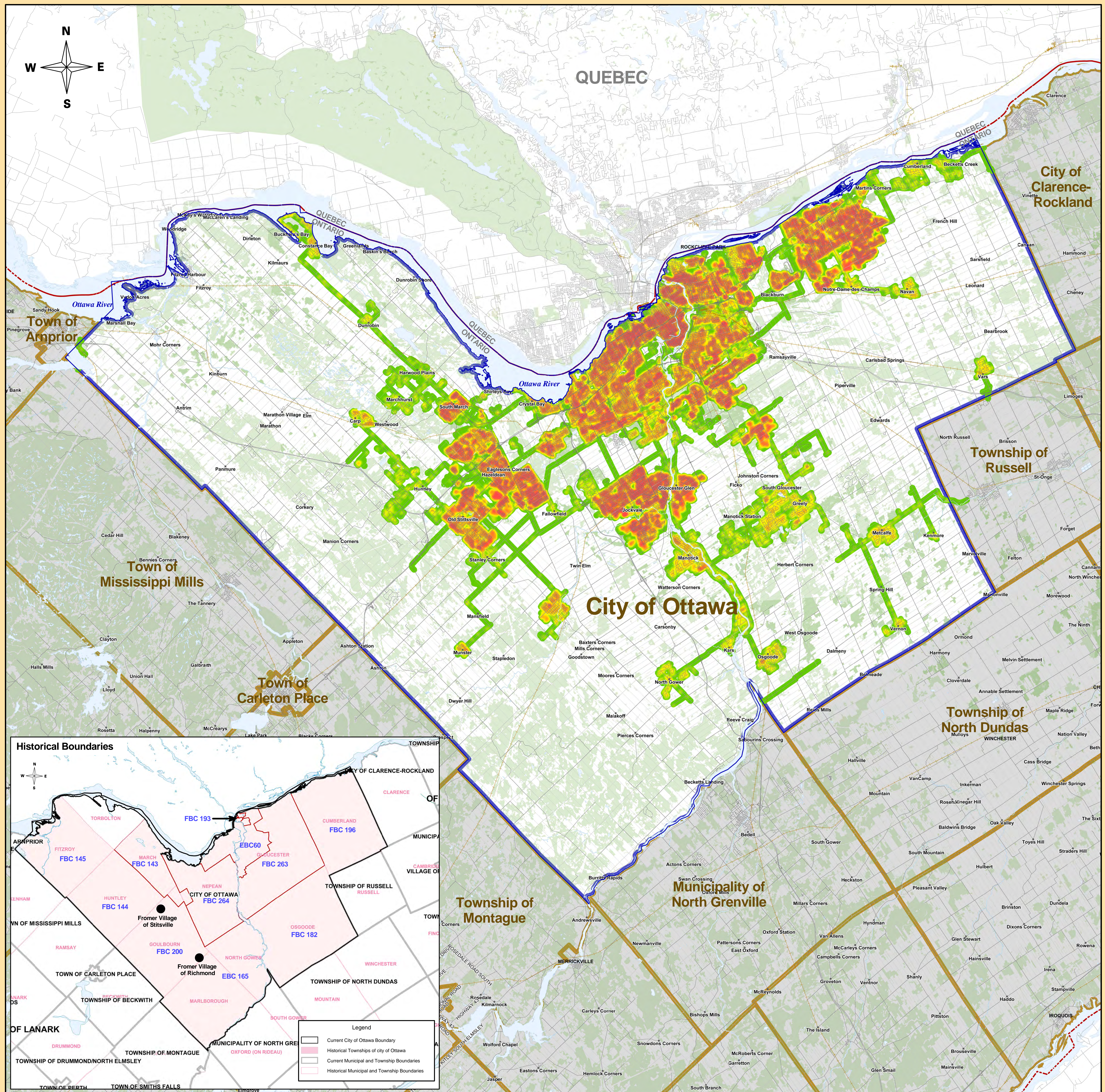
DATED at the Municipality of Chatham-Kent, in the Province of Ontario this 20th day of November, 2024.

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



BY-LAW NO. 2006 - 254

A by-law of the City of Ottawa to authorize a franchise agreement between the City of Ottawa and Enbridge Gas Company Ltd.

WHEREAS City Council wishes to enter into the attached franchise agreement with Enbridge Gas Company Ltd.;

AND WHEREAS the Ontario Energy Board by its Order issued pursuant to the *Municipal Franchise Act* on this 22nd day of June, 2006 has approved the terms and conditions upon which and the period for which the franchise provided for in the attached 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;

THEREFORE the Council of the City of Ottawa enacts as follows:

1. The franchise agreement between the City of Ottawa and Enbridge Gas Company Ltd. attached as Schedule "A" to this by-law is hereby authorized and the franchise provided for therein is hereby granted.
2. The Clerk and the Mayor are hereby authorized on behalf of the City of Ottawa to enter into and execute under its corporate seal and deliver the aforesaid agreement, which agreement is hereby incorporated into and shall form part of this by-law.
3. The following by-laws of the old municipalities are hereby repealed:
 - (a) By-Law No. 1641, passed by the Council of the Corporation of the County of Carleton on November 22, 1960;
 - (b) By-Law Number 78-06 of the Corporation of the Township of Goulbourn entitled "A by-law to Authorize a Franchise Agreement between the Corporation and The Consumers' Gas Company";
 - (c) By-Law Number 97-78 of the Corporation of the Township of Nepean entitled "A by-law to Authorize a Franchise Agreement between the Corporation and The Consumers' Gas Company";
 - (d) By-Law Number 2308 of the Corporation of the Township of Cumberland entitled "A By-law to Authorize a Franchise Agreement between the Corporation and The Consumers' Gas Company";
 - (e) By-Law Number 52-1980 of the Corporation of the Township of Osgoode entitled "A By-law to Authorize a Franchise Agreement between the Corporation and The Consumers' Gas Company A Division of Hiram Walker-Consumers Home Ltd. (hereinafter called The Consumers' Gas Company)";
 - (f) By-Law Number 61/85 of the Corporation of the Township of Rideau entitled "A By-law to Authorize a Franchise Agreement between the Corporation and The Consumers' Gas Company";
 - (g) By-Law Number 89-42 of the Corporation of the Village of Rockcliffe Park entitled "A By-law to Authorize a Franchise Agreement between the

- Corporation and The Consumers' Gas Company Ltd.";
- (h) By-Law No. 8-98 of the Corporation of the City of Kanata entitled "Being a by-law to authorize a Franchise Agreement between the Corporation of the City of Kanata and the Consumers' Gas Company Ltd.";
 - (i) By-law Number 2356 of the Corporation of the City of Vanier entitled "Being a By-law to authorize a franchise agreement between the Corporation of the City of Vanier and the Consumers' Gas Company";
 - (i) By-Law No. 42 of 1988 of the Corporation of the Township of West Carleton entitled "Being a by-law to authorize a franchise agreement between the Township of West Carleton and The Consumers' Gas Company Ltd."; and
 - (j) By-Law No. 228 of 1999 of the Corporation of the City of Gloucester entitled "A By-law of the Corporation of the City of Gloucester to authorize a franchise agreement between the Corporation and Enbridge Consumers Gas Company Ltd.".

4. This by-law includes Schedule "A" annexed hereto and Schedule "A" is hereby declared to form part of this by-law.

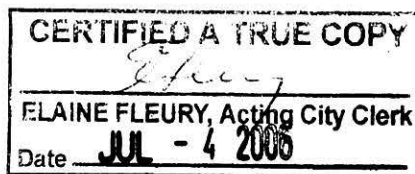
ENACTED AND PASSED this 29th day of June, 2006.

[Original Signed By Pierre Pagé]

[Original Signed By Bob Chiarelli]

~~CITY CLERK~~

MAYOR



SCHEDULE “A”

Model Franchise Agreement signed by City of Ottawa and Enbridge Gas Distribution Inc.

Model Franchise Agreement

THIS AGREEMENT effective this ^{29th} day of June, 2006.

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 2006-²⁵⁴ 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.

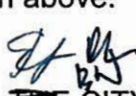
17. Franchise Handbook

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


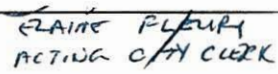
This Agreement shall extend to, benefit and bind the parties thereto, their successors and assigns, respectively.

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


 Richard A. Lanni
Barrister & Solicitor
~~THE~~ CITY OF OTTAWA

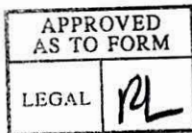
APPROVED FOR EXECUTION

G.M.P.
CITY SOLICITOR

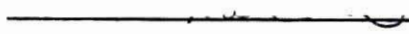
[Original Signed By Bob Chiarelli] [Original Signed By Elaine Fleury]
By:  ROBERT CHIARELLI MAYOR Duly Authorized Officer  ELAINE FLEURY ACTING CITY CLERK

THE CONSUMERS' GAS COMPANY LTD.

[Original Signed By Byron Neiles]
By:  Byron Neiles
Vice President
Legal, Regulatory & Public Affairs



Richard A. Lanni
Barrister & Solicitor

[Original Signed By Richard Lanni]


DATED this 29th day of June, 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

**IN THE MATTER OF The Municipal
Franchises Act, R. S. O. 1950
Chapter 249 and amendments thereto;**

**AND IN THE MATTER OF an Application
by The Consumers' Gas Company of
Toronto for a certificate of public
convenience and necessity to construct
works and to supply natural gas to the
Township of March, in the County of
Carleton**

B E F O R E:

**A. R. Crozier, Chairman } Tuesday, the 12th day of
W. R. Howard, Commissioner } November, 1957.**

**CERTIFICATE OF PUBLIC CONVENIENCE
AND NECESSITY**

**UPON THE APPLICATION OF The Consumers' Gas Company of
Toronto (hereinafter called the Applicant) for a certificate
pursuant to the provisions of The Municipal Franchises Act, R.S.O.
1950 Chapter 249 and amendments thereto and upon the hearing of
such application by the Board at the City of Toronto on the
12th day of November, 1957 after due notice had been given as
directed by the Board in the presence of Counsel for the Applicant
no one else appearing the Board being pleased to adjourn the
said application until November 22nd, 1957 and the same coming on
that day in the presence of Counsel for the Applicant, no one
else appearing, upon consideration of the evidence and exhibits
produced at the hearing and upon hearing what was alleged by
Counsel for the Applicant.**

**1. THIS BOARD DOETH ORDER THAT a Certificate of Public
Convenience and Necessity be and the same is hereby granted to
The Consumers' Gas Company of Toronto for the supply of natural
gas to the inhabitants of the Township of March and for
the construction of the works necessary therefor.**

**2. The Board fixes the costs of this Application at \$10.00
payable forthwith by the Applicant.**

DATED at Toronto this 9th day of December 1957.

ONTARIO FUEL BOARD

**.....*A. R. Crozier*.....
Chairman**

**.....*W. R. Howard*.....
Commissioner**

142

IN THE MATTER OF The Municipal Franchises Act, R. S. O. 1950 Chapter 249 and amendments thereto;

AND IN THE MATTER OF an Application by The Consumers' Gas Company of Toronto for a certificate of public convenience and necessity to construct works and to supply natural gas to the Township of March, in the County of Carleton

**CERTIFICATE OF PUBLIC CONVENIENCE
AND NECESSITY**

**EDMUNDSON, HAYWOOD & TURVILLE
111 Richmond Street West,
TORONTO, Ontario.**

**IN THE MATTER OF The Municipal
Franchises Act, R. S. O. 1950
Chapter 249 and amendments thereto;**

**AND IN THE MATTER OF an Application
by The Consumers' Gas Company of
Toronto for a certificate of public
convenience and necessity to construct
works and to supply natural gas to
the Township of Huntley, in the County
of Carleton**

B E F O R E:

**A. R. Crosier, Chairman } Tuesday, the 12th day
W. R. Howard, Commissioner } of November, 1957.**

**CERTIFICATE OF PUBLIC CONVENIENCE
AND NECESSITY**

**UPON THE APPLICATION OF The Consumers' Gas Company of
Toronto (hereinafter called the Applicant) for a certificate
pursuant to the provisions of The Municipal Franchises Act, R.S.O.
1950 Chapter 249 and amendments thereto and upon the hearing
of such application by the Board at the City of Toronto on the
12th day of November, 1957 after due notice had been given as
directed by the Board in the presence of Counsel for the Applicant
no one else appearing the Board being pleased to adjourn the
said application until November 22nd, 1957 and the same coming on
that day in the presence of Counsel for the Applicant, no one
else appearing, upon consideration of the evidence and exhibits
produced at the hearing and upon hearing what was alleged by
Counsel for the Applicant,**

- 1. THIS BOARD DOETH ORDER THAT a Certificate of Public
Convenience and Necessity be and the same is hereby granted to
The Consumers' Gas Company of Toronto for the supply of natural
gas to the inhabitants of the Township of Huntley and for the
construction of the works necessary therefor,**
- 2. The Board fixes the costs of this Application at \$10.00
payable forthwith by the Applicant.**

DATED at Toronto this 9th day of December 1957.

ONTARIO FUEL BOARD

[Signature]
.....
Chairman

[Signature]
.....
Commissioner

125

**IN THE MATTER OF The Municipal
Franchises Act, R. S. O. 1950
Chapter 249 and amendments thereto;**

**AND IN THE MATTER OF an Application
by The Consumers' Gas Company of
Toronto for a certificate of public
convenience and necessity to con-
struct works and to supply natural
gas to the Township of Bentley in
the County of Carleton**

**CERTIFICATE OF PUBLIC CONVENIENCE
AND NECESSITY**

**ZIMMERMAN, HAYWOOD & TURNVILLE
111 Richmond Street West,
TORONTO, Ontario.**

**IN THE MATTER OF The Municipal
Franchises Act, R. S. O. 1950
Chapter 249 and amendments thereto;**

Schedule C3

**AND IN THE MATTER OF an Application
by The Consumers' Gas Company of
Toronto for a certificate of public
convenience and necessity to construct
works and to supply natural gas to the
Township of Fitchroy in the County of
Carleton**

B E F O R E:

**A. R. Cronier, Chairman } Tuesday, the 12th day
W. R. Howard, Commissioner } of November, 1957.**

**CERTIFICATE OF PUBLIC CONVENIENCE
AND NECESSITY**

**UPON THE APPLICATION OF The Consumers' Gas Company of
Toronto (hereinafter called the Applicant) for a certificate
pursuant to the provisions of The Municipal Franchises Act, R.S.O.
1950 Chapter 249 and amendments thereto and upon the hearing
of such application by the Board at the City of Toronto on the
12th day of November, 1957 after due notice had been given as
directed by the Board in the presence of Counsel for the Applicant
no one else appearing the Board being pleased to adjourn the
said application until November 22nd, 1957 and the same coming on
that day in the presence of Counsel for the Applicant, no one
else appearing, upon consideration of the evidence and exhibits
produced at the hearing and upon hearing what was alleged by
Counsel for the Applicant,**

- 1. THIS BOARD BOTH ORDER THAT a Certificate of Public
Convenience and Necessity be and the same is hereby granted to
The Consumers' Gas Company of Toronto for the supply of natural
gas to the inhabitants of the Township of Fitchroy and for the
construction of the works necessary therefor.**
- 2. The Board fixes the costs of this Application at \$10.00
payable forthwith by the Applicant.**

DATED at Toronto this 9th day of December 1957.

ONTARIO FUEL BOARD

**.....
Chairman**

**.....
Commissioner**

124

**IN THE MATTER OF The Municipal
Franchises Act, R. S. O. 1950
Chapter 249 and amendments thereto;**

**AND IN THE MATTER OF an Application
by The Consumers' Gas Company of
Toronto for a certificate of public
convenience and necessity to con-
struct works and to supply natural
gas to the Township of Pitouy in
the County of Carleton**

**CERTIFICATE OF PUBLIC CONVENIENCE
AND NECESSITY**

**ZIMMERMAN, HARWOOD & TREVILLE
111 Richmond Street West,
TORONTO, Ontario.**

167 F.B.C. 182
IN THE MATTER OF The Municipal
Franchises Act, R. S. O. 1950 Chapter
249 and amendments thereto;

Schedule C4

AND IN THE MATTER OF an application
by The Consumers' Gas Company for a
certificate of public convenience
and necessity to construct works
and to supply natural gas to the
Township of Osgoode in the County of
Carleton

B E F O R E :

A. H. Crozier, Chairman } Monday, the 16th day
W. H. Howard, Commissioner } of December, 1957.

**CERTIFICATE OF PUBLIC CONVENIENCE
AND NECESSITY**

UPON THE APPLICATION of The Consumers' Gas Company
(hereinafter referred to as the "Applicant") for a certificate
pursuant to the provisions of The Municipal Franchises Act,
R. S. O. 1950 Chapter 249 and amendments thereto and upon
the hearing of such application by the Board in the City of
Toronto on the 16th day of December, 1957, after due notice
of such hearing had been given as directed by the Board, in
the presence of Counsel for the Applicant, no one else
appearing, upon consideration of the evidence and exhibits
produced at the hearing and upon hearing what was alleged by
Counsel aforesaid,

1. THIS BOARD DOETH ORDER THAT a Certificate of Public
Convenience and Necessity be and the same is hereby granted to
The Consumers' Gas Company for the supply of natural gas to
the inhabitants of the Township of Osgoode and for the
construction of the works necessary therefor.
2. The Board fixes the costs of this Application at \$5.00
payable forthwith by the Applicant.

DATED at Toronto this 23rd day of January 1958.

ONTARIO FUEL BOARD

A. H. Crozier
.....
Chairman

W. H. Howard
.....
Commissioner

IN THE MATTER OF The Municipal
Franchises Act, R. S. O. 1950 Chapter
249 and amendments thereto;

AND IN THE MATTER OF an application
by The Consumers' Gas Company for a
certificate of public convenience and
necessity to construct works and to
supply natural gas to the Town of
Eastview in the County of Carleton

B E F O R E:

A. R. Crozier, Chairman	} Friday, the 3rd day of
W. R. Howard, Commissioner	

**CERTIFICATE OF PUBLIC CONVENIENCE
AND NECESSITY**

UPON THE APPLICATION of The Consumers' Gas Company
(hereinafter referred to as the "Applicant") for a certificate
pursuant to the provisions of The Municipal Franchises Act,
R. S. O. 1950 Chapter 249 and amendments thereto and upon
the hearing of such application by the Board in the City of
Toronto on the 3rd day of January, 1958, after due notice
of such hearing had been given as directed by the Board, in
the presence of Counsel for the Applicant, no one else appearing,
upon consideration of the evidence and exhibits produced at the
hearing and upon hearing what was alleged by Counsel aforesaid,

1. THIS BOARD DOETH ORDER THAT a certificate of public
convenience and necessity be and the same is hereby granted to
The Consumers' Gas Company for the supply of natural gas to
the inhabitants of the Town of Eastview and for the construction
of the works necessary therefor.

2. The Board fixes the costs of this Application at \$75.00
payable forthwith by the Applicant.

DATED at Toronto this 24th day of January 1958.

ONTARIO FUEL BOARD

.....
Chairman

.....
Commissioner

**IN THE MATTER OF The Municipal
Franchises Act, R. S. O. 1950
Chapter 249 and amendments
thereto;**

**AND IN THE MATTER OF an application
by The Consumers' Gas Company for
a certificate of public convenience
and necessity to construct works
and to supply natural gas to the
Town of Eastview in the County of
Carleton**

**CERTIFICATE OF PUBLIC CON-
VENIENCE AND NECESSITY**

**ZIDNERMAN, HAYWOOD & TURVILLE
111 Richmond Street West,
TORONTO, Ontario.**

112
F.B.C. 196

IN THE MATTER OF The Municipal
Franchises Act, R. S. O. 1950 Chapter
249 and amendments thereto;

Schedule C6

AND IN THE MATTER OF an Application
by The Consumers' Gas Company for a
certificate of public convenience and
necessity to construct works and to
supply natural gas to the Township of
Cumberland in the County of Prescott
and Russell

B E F O R E:

A. R. Crozier, Chairman } Friday, the 31st day
W. R. Howard, Commissioner } of January, 1958.

**CERTIFICATE OF PUBLIC CONVENIENCE
AND NECESSITY**

UPON THE APPLICATION of The Consumers' Gas Company
(hereinafter referred to as the "Applicant") for a certificate
pursuant to the provisions of The Municipal Franchises Act,
R. S. O. 1950 Chapter 249 and amendments thereto and upon
the hearing of such application by the Board in the City of
Toronto on the 31st day of January, 1958, after due notice of
such hearing had been given as directed by the Board, in the
presence of Counsel for the Applicant, no one else appearing,
upon consideration of the evidence and exhibits produced at the
hearing and upon hearing what was alleged by Counsel aforesaid,

1. THIS BOARD DOETH ORDER THAT a Certificate of Public
Convenience and Necessity be and the same is hereby granted to
The Consumers' Gas Company for the supply of natural gas to the
inhabitants of the Township of Cumberland and for the construction
of the works necessary therefor.

2. The Board fixes the costs of this Application at
\$5.00 payable forthwith by the Applicant.

DATED at Toronto this 10th day of February 1958.

ONTARIO FUEL BOARD

.....
Chairman

.....
Commissioner

IN THE MATTER OF The Municipal
Franchises Act, R. S. O. 1950
Chapter 249 and amendments thereto;

AND IN THE MATTER OF an Application
by The Consumers' Gas Company for a
certificate of public convenience and
necessity to construct works and to
supply natural gas to the Township of
Goulbourn in the County of Carleton

B E F O R E :

A. R. Crozier, Chairman	} Friday, the 31st day
W. R. Howard, Commissioner	

**CERTIFICATE OF PUBLIC CONVENIENCE
AND NECESSITY**

UPON THE APPLICATION of The Consumers' Gas Company
(hereinafter referred to as the "Applicant") for a certificate
pursuant to the provisions of The Municipal Franchises Act,
R. S. O. 1950 Chapter 249 and amendments thereto and upon the
hearing of such application by the Board in the City of Toronto
on the 31st day of January, 1958, after due notice of such
hearing had been given as directed by the Board, in the
presence of Counsel for the Applicant, no one else appearing,
upon consideration of the evidence and exhibits produced at the
hearing and upon hearing what was alleged by Counsel aforesaid,

1. THIS BOARD DOETH ORDER THAT a Certificate of Public
Convenience and Necessity be and the same is hereby granted to
The Consumers' Gas Company for the supply of natural gas to
the inhabitants of the Township of Goulbourn and for the
construction of the works necessary therefor.

2. The Board fixes the costs of this Application at
\$5.00 payable forthwith by the Applicant.

DATED at Toronto this 12th day of March 1958 .

ONTARIO FUEL BOARD

.....
Chairman

.....
Commissioner

IN THE MATTER OF The Municipal Franchises Act, R. S. O. 1950, Chapter 249, and amendments thereto

AND IN THE MATTER OF an application by The Consumers' Gas Company for a certificate of public convenience and necessity to construct works and to supply natural gas to the Township of Gloucester in the County of Carleton

B E F O R E:

A. R. Crozier, Chairman	}	Wednesday, the 25th
J. J. Wingfelder, Commissioner		day of June, 1958.

**CERTIFICATE OF PUBLIC CONVENIENCE
AND NECESSITY**

UPON THE APPLICATION of The Consumers' Gas Company (hereinafter referred to as the "Applicant") for a certificate pursuant to the provisions of The Municipal Franchises Act, R. S. O. 1950 Chapter 249 and amendments thereto and upon the hearing of such application by the Board in the City of Toronto on the 25th day of June, 1958 after due notice of such hearing had been given as directed by the Board, in the presence of Counsel for the Applicant, no one else appearing, upon consideration of the evidence and exhibits produced at the hearing and upon hearing what was alleged by Counsel aforesaid,

1. THIS BOARD DOETH ORDER THAT a Certificate of Public Convenience and Necessity be and the same is hereby granted to The Consumers' Gas Company for the supply of natural gas to the inhabitants of the Township of Gloucester and for the construction of the works necessary therefor.
2. The Board fixes the costs of this Application at \$10.00 payable forthwith by the Applicant.

DATED at Toronto this *22nd* day of *December* 1958.

ONTARIO FUEL BOARD

.....
Chairman

.....
Commissioner

IN THE MATTER OF The Municipal
Franchises Act, R. S. O. 1950
Chapter 249, and amendments thereto;

AND IN THE MATTER OF an application
by The Consumers' Gas Company for a
certificate of public convenience
and necessity to construct works and
to supply natural gas to the Township
of Nepean in the County of Carleton

B E F O R E:

A. R. Crozier, Chairman } Wednesday, the 25th
J. J. Wingfelder, Commissioner } day of June, 1958.

**CERTIFICATE OF PUBLIC CONVENIENCE
AND NECESSITY**

UPON THE APPLICATION of The Consumers' Gas Company
(hereinafter referred to as the "Applicant") for a certificate
pursuant to the provisions of The Municipal Franchises Act,
R. S. O. 1950 Chapter 249 and amendments thereto and upon
the hearing of such application by the Board in the City
of Toronto on the 25th day of June, 1958 after due notice
of such hearing had been given as directed by the Board,
in the presence of Counsel for the Applicant, no one else
appearing, upon consideration of the evidence and exhibits
produced at the hearing and upon hearing what was alleged by
Counsel aforesaid,

1. THIS BOARD DOETH ORDER THAT a Certificate of Public
Convenience and Necessity be and the same is hereby granted
to The Consumers' Gas Company for the supply of natural gas
to the inhabitants of the Township of Nepean and for the
construction of the works necessary therefor.
2. The Board fixes the costs of this Application at \$10.00
payable forthwith by the Applicant.

DATED at Toronto this 27th day of September 1958.

ONTARIO FUEL BOARD

.....
Chairman
.....
Commissioner

THE ONTARIO ENERGY BOARD

E.B.C. 60

IN THE MATTER of The Municipal Franchises Act, R.S.O. 1960, Chapter 255 and amendments thereto;

AND IN THE MATTER of an Application by The Consumers' Gas Company for certificates of public convenience and necessity to construct works to supply and to supply natural gas to the inhabitants of the under-mentioned municipalities

The City of Ottawa

The Village of Rockcliffe Park

B E F O R E:

A.R. Crozier, Chairman) Tuesday, the 4th day
A.B. Jackson, Vice Chairman	
I.C. MacNabb, Vice Chairman	

of July, 1967.

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

UPON the Application of The Consumers' Gas Company (hereinafter called the Applicant) for a certificate pursuant to the provisions of The Municipal Franchises Act, R.S.O. 1960, Chapter 255, and amendments thereto, and upon the hearing of such Application by the Board at the City of Toronto on the 4th day of July, 1967, after due notice had been given as directed by the Board, in the presence of Counsel for the Applicant, no one else appearing, upon consideration of the evidence and exhibits produced at the hearing and upon hearing what was alleged by Counsel for the Applicant

1. THIS BOARD DOTH ORDER that a Certificate of Public Convenience and Necessity be and the same is hereby granted to The Consumers' Gas Company for the supply of natural gas to the inhabitants of the City of Ottawa and the Village of Rockcliffe Park and for the construction of the works necessary therefor.
2. THIS BOARD fixes the costs of this Application at \$25.00 payable forthwith by the Applicant.

DATED AT TORONTO this 25th day of July, A.D. 1967.

THE ONTARIO ENERGY BOARD

Byrd Pedley
Board Secretary.

THE ONTARIO ENERGY BOARD

IN THE MATTER of The Municipal Franchises Act, R.S.O. 1960, Chapter 255 and amendments thereto;

AND IN THE MATTER of an Application by The Consumers' Gas Company for certificates of public convenience and necessity to construct works to supply and to supply natural gas to the inhabitants of the undermentioned municipalities.

The City of Ottawa

The Village of Rockcliffe Park

CERTIFICATE OF PUBLIC CONVENIENCE
AND NECESSITY

McDONALD & ZIMMERMAN
199 Bay Street,
Toronto 1, Ontario.



IN THE MATTER OF THE Municipal Franchises
Act, R.S.O.1980, Chapter 309, Section 8
and amendments thereto;

AND IN THE MATTER OF an Application by The
Consumers' Gas Company Ltd. for a
Certificate of Public Convenience and
Necessity to construct works and to supply
gas to the inhabitants of the Township of
Rideau.

BEFORE: D.H. Thornton, Q.C.,)
Presiding Member)
H.R. Chatterson,) April 16, 1985
Member)

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

UPON the Application of The Consumers' Gas
Company Ltd. ("Consumers") to the Ontario Energy Board
("the Board") for a Certificate of Public Convenience and
Necessity to construct works and to supply gas in the
Township of Rideau;

AND Notice of Application and Hearing having
been published in the Ontario Gazette and the Ottawa
Citizen, and and served upon the Clerk of the Township of
Rideau, and no answer having been filed;

AND UPON the Application having been heard at Toronto on April 16, 1985 in the presence of counsel for Consumers' and for the Board, no one else appearing;

AND UPON THE BOARD having delivered an oral decision at the conclusion of the hearing, finding that public convenience and necessity requires that approval be given;

IT IS THEREFORE ORDERED THAT:

1. A Certificate of Public Convenience and Necessity is hereby granted to Consumers' to construct works to supply and to supply gas in the Township of Rideau.
2. The Board's costs shall be paid by Consumers' as soon as they have been fixed.

DATED at Toronto this *17TH* day of May, 1985.

ONTARIO ENERGY BOARD

A handwritten signature in dark ink, appearing to read 'S.A.C. Thomas', is written over a horizontal line.

S.A.C. Thomas
Board Secretary

/aac