



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

August 6, 2025

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

Dear Mr. Murray:

**Re: Enbridge Gas Inc.
Application for Certificate of Public Convenience and Necessity
Municipality of Casselman**

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 Municipality of Casselman.

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 E.B.C. 215 Certificate of Public Convenience and Necessity related to the former Village of Casselman and replacing it with a Certificate of Public Convenience and Necessity to construct works to supply natural gas in the current Municipality of Casselman.

APPLICATION

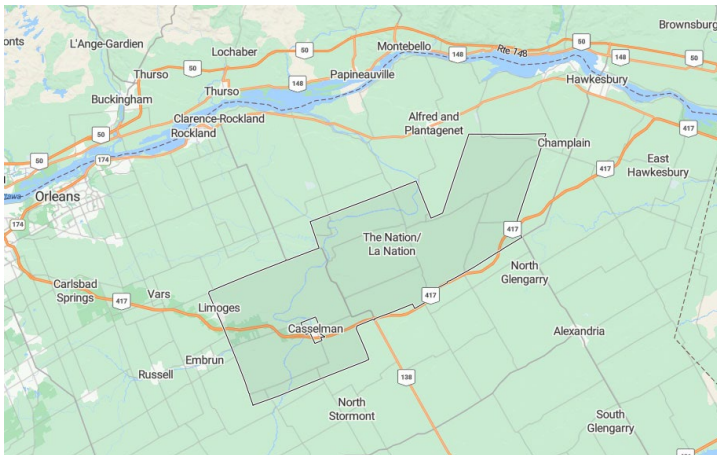
1. Enbridge Gas Inc. (Enbridge Gas), a regulated public utility, is a corporation incorporated under the laws of the Province of Ontario, with its offices in the City of Toronto and the Municipality of Chatham-Kent.
2. The Corporation of the Municipality of Casselman is a municipal corporation incorporated under the laws of the Province of Ontario. Attached hereto and marked as Schedule "A" is a map showing the geographical location of the Municipality of Casselman and a customer density representation of Enbridge Gas' service area. Enbridge Gas currently serves approximately 1,600 customers in the Municipality of Casselman. Enbridge Gas has been providing access to gas distribution services within the Municipality of Casselman since approximately 1995. A customer-driven project to connect a local renewable natural gas (RNG) producer to Enbridge Gas' distribution network within the Municipality of Casselman and other nearby municipalities is currently under development.
3. The Municipality of Casselman is a lower-tier municipality located in the United Counties of Prescott and Russell. On June 11, 1888, Casselman separated from Cambridge Township and was incorporated as a village municipality. The name of the municipality was changed to the Municipality of Casselman pursuant to Bylaw 2019-057 passed July 9, 2019 (see Item 11.2 in minutes from July 9, 2019 Casselman Council meeting at Schedule "B").
4. Enbridge Gas has a 20-year franchise agreement (EB-2015-0146) with the Municipality of Casselman effective September 8, 2015 (attached as Schedule "C"). Enbridge Gas has a Certificate of Public Convenience and Necessity (CPCN) issued by the Ontario Energy Board dated May 5, 1995 (E.B.C. 215 attached as Schedule "D") for the Village of Casselman that existed at that time.
5. The Natural Gas Facilities Handbook (issued March 31, 2022) states the following:

3.6.1 Municipal Name Changes

If the name of the municipality changes after the OEB has issued a certificate, then the certificate holder should notify the OEB within 90 days of the date that the new name takes effect to have the certificate amended to reflect the new name of the municipality.

6. Enbridge Gas is not aware of any changes to the municipal boundaries of the Municipality of Casselman since the current CPCN was issued. While the Municipality of Casselman has expressed an intention to annex some land from the neighbouring Municipality of The Nation as part of an expansion of a wastewater treatment facility, that plan has been postponed by the Municipality of Casselman continuing to use their existing infrastructure for the foreseeable future.¹ Enbridge Gas is also not aware of any other person holding a CPCN for any part of the current Municipality of Casselman.

7. The Municipality of Casselman is surrounded by the Municipality of The Nation. Enbridge Gas currently has a franchise agreement with and CPCN for the Municipality of The Nation. Enbridge Gas is not aware of any other natural gas distributor within or in the areas adjacent to the Municipality of Casselman.



8. The contact information of the Municipality of Casselman is as follows:

Municipality of Casselman
751 St-Jean Street
Casselman, ON K0A 1M0
Attention: Sébastien Dion, Clerk
Telephone: (613) 764-3139
Email: sdion@casselman.ca

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

Enbridge Gas Inc.
2571 Lancaster Road
Ottawa, ON K1B 4L5
Attention: David Marshall, Director, Station Operations & Customer Connections
Email: david.marshall@enbridge.com

¹ [CJRO News - July 14, 2025](#)

9. Enbridge Gas hereby applies to the Ontario Energy Board for an Order pursuant to s.8 of the *Municipal Franchises Act* cancelling and superseding the E.B.C. 215 Certificate of Public Convenience and Necessity related to the former Village of Casselman and replacing it with a Certificate of Public Convenience and Necessity to construct works to supply natural gas in the current Municipality of Casselman.
10. This application is made under s.8 of the *Municipal Franchises Act* and, as set out above, it is administrative in nature. Enbridge Gas therefore requests relief under s. 21(4)(b) of the *Ontario Energy Board Act, 1998* and asks that the application be processed without a hearing. In Enbridge Gas' view, it is clear that no person will "be adversely affected in a material way by the outcome of the proceeding".
11. In the alternative, Enbridge Gas requests that this matter be processed by delegated authority under s. 6(4) of the *Ontario Energy Board Act, 1998*. In Enbridge Gas' view, processing this particular application by delegated authority without a hearing would advance regulatory efficiency goals and be consistent with the Ontario Energy Board's well-established practice for determining applications of a similar administrative nature.
12. The Ontario Energy Board has discretion under section 21.02 of its [Rules of Practice and Procedure](#), as well as under section 8 of the *Municipal Franchises Act*, to determine the method and distribution of notice of a hearing. Due to the administrative nature of this request necessitated by a municipal name change, the only potentially affected party is the Municipality of Casselman. As such, in the further alternative, Enbridge Gas requests that, if the Ontario Energy Board decides to hold a hearing, notice be provided to the Municipality of Casselman and to no other person.

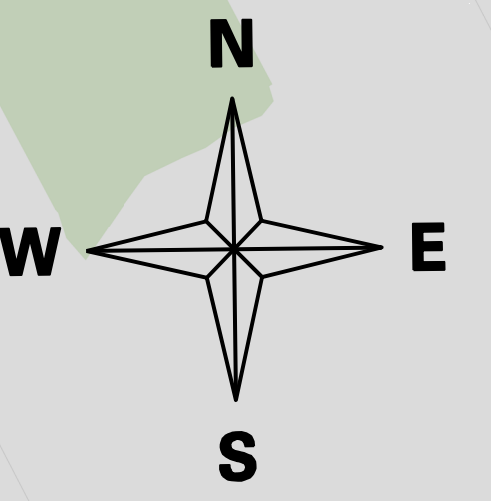
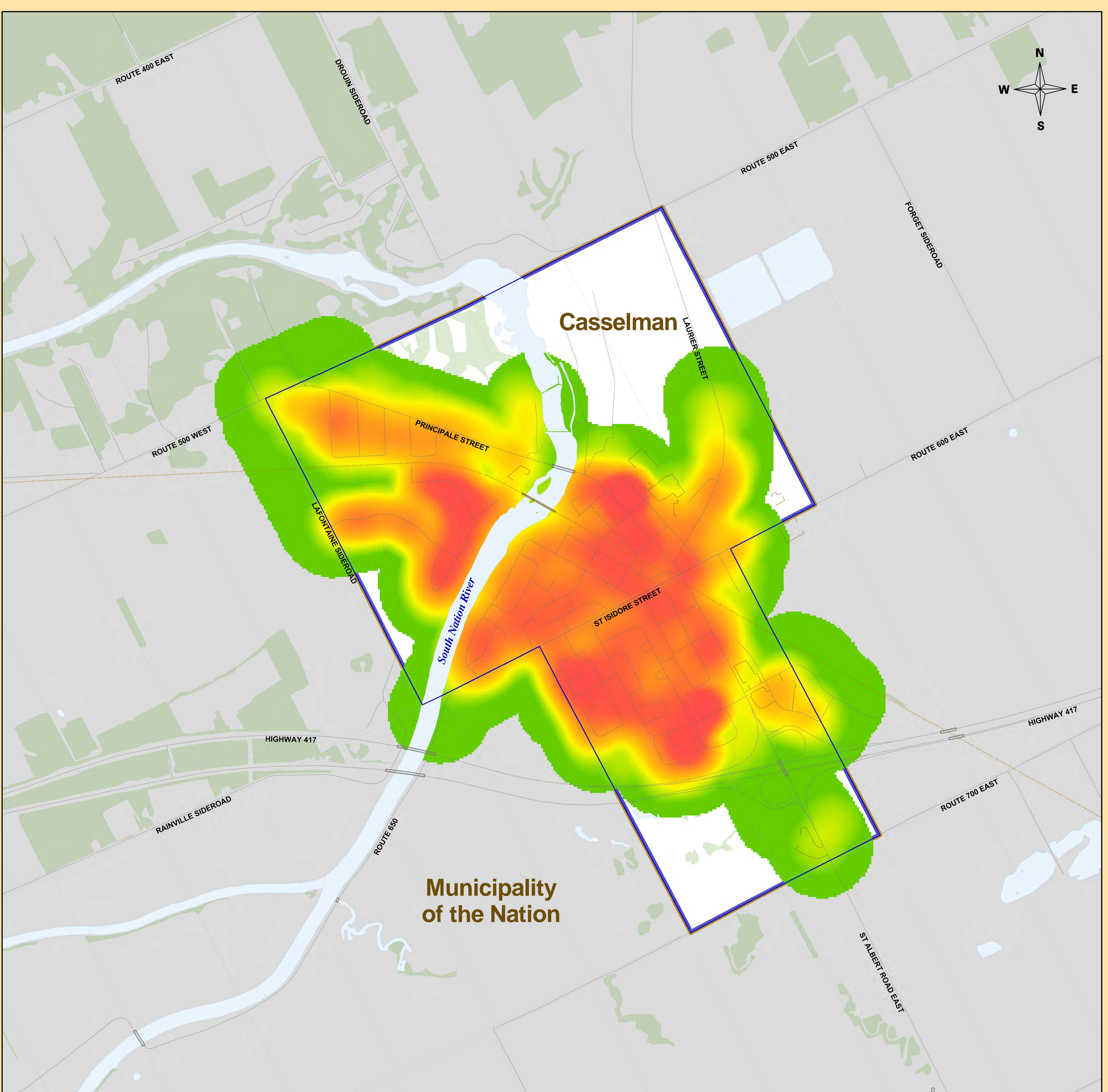
DATED at the Municipality of Chatham-Kent, in the Province of Ontario this 6th day of August 2025.

ENBRIDGE GAS INC.

Patrick McMahon
Technical Manager
Regulatory Research and Records

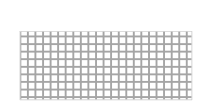



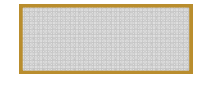

Comments respecting this Application should be directed to:

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



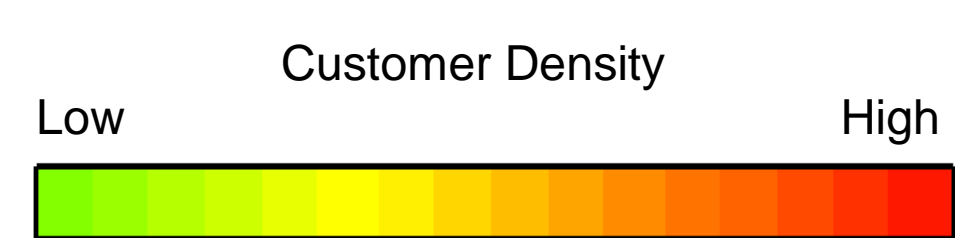
Municipality of Casselman

Legend

-  Enbridge Gas Pipeline Coverage Area
-  Municipality of Casselman
-  Roads
-  Railways
-  Municipal and Township Boundaries
-  Indigenous Lands



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



Location Map





MUNICIPALITY OF CASSELMAN
REGULAR MEETING

Tuesday, July 9, 2019, 7:00 P.M.
Salle Communautaire du Complexe J.R. Brisson Complex Community Hall
758 Brebeuf, Casselman, ON, K0A 1M0

| | |
|-------------------------|--|
| Council | Mayor Daniel Lafleur Councillor Paul Groulx Councillor Francyn Leblanc Councillor Marcel Cleroux |
| Resource persons | Linda Desjardins-Bergeron, Chief Administrative Officer & Treasurer Sébastien Dion, Clerk Marc-André Décoeur, Chief Building Official Alain Castonguay, Director of Physical Services Pierre Thibault, Manager of Recreation and Leisure Service Sylvain Boudreault, Planner Alain Ménard, Fire Chief |

1. OPENING OF THE MEETING

2019-298

Moved by: Paul Groulx

Seconded by: Marcel Cleroux

Be it resolved that the present meeting be opened at 6: 00 p.m

Carried

2. TECHNICAL AMENDEMENT TO THE AGENDA

2019-299

Moved by: Francyn Leblanc

Seconded by: Paul Groulx

Be it resolved that the Council procedures be temporarily suspended to add 2 items to the agenda :

- Item 10.1.3 - GR-031-2019 - Donation Request - Independent applicant Bernadette Sirois

- 12.4 - Speed signs in the Municipality

Carried

3. ADOPTION OF AGENDA

2019-300

Moved by: Paul Groulx

Seconded by: Marcel Cleroux

Be it resolved that the agenda be accepted, including the modifications made forthwith, as applicable

Carried

4. CLOSED SESSION

2019-301

Moved by: Francyn Leblanc

Seconded by: Paul Groulx

Be it resolved that the present meeting be adjourned for a closed session to address matters pertaining to Section 239 (2) (b) of the Municipal Act, 2001, S.O. 2001, chapter 25 to consider matters relating to:

1. Adoption of the minutes of the closed session of June 11th, 2019
2. Presentation of the Integrity Commissioner John Saywell to Council

Carried

2019-302

Moved by: Marcel Cleroux

Seconded by: Paul Groulx

Be it resolved that the closed session be ajourned at 6:55 to resume the regular meeting

Carried

5. DISCLOSURE OF INTEREST

6. DELEGATIONS

1. John Saywell, Integrity Commissioner - Public Presentation

7. MAYOR'S & COUNCILLORS MESSAGE

8. ADOPTION OF MINUTES OF PREVIOUS MEETING

2019-303

Moved by: Marcel Cleroux

Seconded by: Paul Groulx

Be it resolved that the minutes of the following meetings be adopted as presented:

1. Regular meeting of June 25th, 2019

Carried

9. MUNICIPAL ADOPTION OF THE RECOMMENDATIONS OF THE MUNICIPAL COUNCIL COMMITTEES

10. RECEIVING OF REPORTS FROM THE APPOINTED MUNICIPAL OFFICIALS

1. Management / Finance / Clerk's Office

- 10.1.1 GR-029-2019 - Changes related to the Smoke-free Ontario Act

2019-304

Moved by: Paul Groulx

Seconded by: Francyn Leblanc

Be it resolved that Council :

1) acknowledges receipt of the administrative report GR-029-2019 from the Clerk's office concerning changes in provincial tobacco regulations; AND

2) directs the administration to amend by-law 2016-030 in order to be in line with the provincial regulations.

Carried

- 10.1.2 GR-030-2019 - Council Meetings

2019-305

Moved by: Francyn Leblanc

Seconded by: Marcel Cleroux

Be it resolved that Council :

1) acknowledges receipt of the administrative report GR-030-2019 from the Clerk's office; ET

2) directs the administration to amend procedural by-law 2019-026 in order to reflect the proposed changes of July 9th, 2019 meeting

Carried

10.1.3 GR-031-2019 - Donation Request - Independant Applicant Bernadette Sirois

2019-306

Moved by: Francyn Leblanc

Seconded by: Paul Groulx

Be it resolved that Council :

- 1) acknowledges receipt of the administrative report GR-031-2019 from the Clerk's office; AND
- 2) accepts to donate 200\$ to defray certain costs associated with the needs of the film.

Carried

2. Recreation and Leisure Services

10.2.1 RL-024-2019 - J.R. Brisson Complex Cantine

2019-307

Moved by: Paul Groulx

Seconded by: Marcel Cleroux

Be it resolved that Council:

- 1) acknowledges receipt of the administrative report RL-024-2019 from the recreation and leisure manager; AND
- 2) agrees to close the canteen for the 2019-2020 season and directs the administration to renew agreements related to vending machines

Carried

10.2.2 RL-025-2019 - Free Hall Request - Comptoir Populaire Deguire

2019-308

Moved by: Francyn Leblanc

Seconded by: Marcel Cleroux

Be it resolved that Council:

- 1) acknowledges receipt of the administrative report RL-025-2019 from the recreation and leisure manager; AND
- 2) Accepts to offer, at no costs, half of the community hall of the Complex J.R. Brisson on December 22nd, 2019 from 10:30 am to 2 pm specifically for the event in appendix

Carried

10.2.3 RL-026-2019 - Free hall request - Fundraising for Marie-Paule Lefebvre et Bob Doré

2019-309

Moved by: Paul Groulx

Seconded by: Marcel Cleroux

Be it resolved that Council:

1) acknowledges receipt of the administrative report RL-026-2019 from the recreation and leisure manager; AND

2) Agrees to offer the community hall of the J.R. Brisson complex free of charge for a fundraiser for Marie-Paule Lefebvre and Bob Doré on August 22nd, 2019 from 4 to 9 pm.

Carried

3. Physical Services

4. Technical Services

10.4.1 TEC-016-2019 - B-031-2019 authorization request

2019-310

Moved by: Francyn Leblanc

Seconded by: Paul Groulx

Be it resolved that Council:

1) acknowledges receipt of the administrative report TEC-016-2019 from the planner, specifically the recommendations of the junior planner - consultant regarding the application for authorization affecting the land bearing the legal description : Plan HO Wood 1885 Lots 8 and 9, and with the address 656 Dollard Street, Russell County as submitted by the owner's agent, Mathieu Quesnel ; AND

2) accepts the application B-031-2019 as submitted and directs staff to confirm their approval with the UCPR

Carried

10.4.2 TEC-017-2019 - Part lot control removal application request

2019-311

Moved by: Marcel Cleroux

Seconded by: Paul Groulx

Be it resolved that Council:

1) acknowledges receipt of the administrative report TEC-017-2019 from the planner and accepts the request as submitted and directs staff to confirm approval with the UCPR;

Carried

10.4.3 TEC-018-2019 - Cassel Homelands Development Inc Plan of subdivision

2019-312

Moved by: Marcel Cleroux

Seconded by: Francyn Leblanc

Be it resolved that Council:

acknowledges receipt of the administrative report TEC-018-2019 from the planner and accepts that the UCPR will proceed with the preliminary approval of the project affecting Subdivision Plan application with file number 030-S-19-003 submitted by Cassel Homelands Development Inc. subject to the conditions set out in Appendix B of this report

Carried

5. Construction Department

6. Public Works and Maintenance

10.6.1 TP-006-2019 - Request for a 15 000\$ budget envelope for the installation of a storm sewer between Principale Street and Boisé road

2019-313

Moved by: Paul Groulx

Seconded by: Marcel Cleroux

Be it resolved that Council:

1) acknowledges receipt of the administrative report TP-006-2019 from the physical services manager;

AND

2) allocates an additional \$ 15 000 budget for the installation of a storm sewer between Principale street and Chemin du Boisé

Defeated

2019-314

Moved by: Francyn Leblanc

Seconded by: Paul Groulx

Be it resolved that Council :

directs the administration to report the \$ 15 000 budget envelope to the 2020 budget.

Carried

7. Community Safety and Fire Department

11. MUNICIPAL BY-LAWS

1. 2019-056 - To exempt certain lands from Part Lot Control, in Registered Plan 50M329, on Argile street, in the Village of Casselman and in the County of Russell

2019-315

Moved by: Paul Groulx

Seconded by: Marcel Cleroux

Be it resolved that By-Law no. 2019-056 to exempt certain lands from Part Lot Control, in Registered Plan 50M329, on Argile street, in the Village of Casselman be read and adopted in 1st, 2nd and 3rd reading.

Carried

2. 2019-057- To change the Municipal name from "Corporation of the Village of Casselman" to "Municipality of Casselman"

2019-316

Moved by: Francyn Leblanc
Seconded by: Marcel Cleroux

Be it resolved that By-Law no.

2019-057 to change the Municipal name from the "Corporation of the Village of Casselman" to "Municipality of Casselman" be read and adopted in 1st, 2nd and 3rd reading.

Carried

3. 2019-058 - To allow temporary borrowing for 2019 operations

2019-317

Moved by: Francyn Leblanc
Seconded by: Paul Groulx

Be it resolved that By-Law

no. 2019-058 to allow temporary borrowing for 2019 operations be read and adopted in 1st, 2nd and 3rd reading.

Carried

4. 2019-059 - Memorandum of Understanding with South Nation River Conservation - Maintenance of High Falls and Doran Park

2019-318

Moved by: Paul Groulx
Seconded by: Francyn Leblanc

Be it resolved that By-Law no. 2019-059 to adopt a memorandum of understanding with South Nation River Conservation for the maintenance of Doran and High Falls Park be read and adopted in 1st, 2nd and 3rd reading.

Carried

12. UNFINISHED BUSINESS FROM PREVIOUS MEETINGS

1. Francophonie Monument - Francyn Leblanc

2019-319

Moved by: Francyn Leblanc

Seconded by: Paul Groulx

Be it resolved that Council:

Directs the staff to take care of lawn mowing and maintenance of the trees at the monument of the Francophonie

Carried

2. Outdoor fire - Marcel Cl  roux

Mr. Cl  roux asked the Council about prohibiting campfire-type outdoor fires in the Municipality. The request was not supported.

3. Amateur Birding Project on Brisson Road

2019-320

Moved by: Francyn Leblanc

Seconded by: Marcel Cleroux

Be it resolve that this item be presented at a future meeting.

Carried

4. Speed signs in the Municipality

2019-321

Moved by: Francyn Leblanc

Seconded by: Paul Groulx

Be it resolved that Council :

Meets some members of the UCPR agricultural advisory committee in order to discuss a possible solution regarding access to agricultural machinery within the Municipality of Casselman.

Carried

13. OTHER BUSINESS

14. CORRESPONDENCE

2019-322

Moved by: Francyn Leblanc

Seconded by: Marcel Cleroux

Be it resolved that the correspondences listed on the agenda be received

1. Thank you Letter - J.R. Leger School of Adult Award Recipient
2. Thank you letter - École secondaire catholique de Casselman
3. South Nation Conservation - Fishing Camp
4. Support Letter - Mayor of Ottawa Jim Watson

Carried

15. QUESTION PERIOD FROM THE MEMBERS OF COUNCIL TO DEPARTMENT HEADS

16. QUESTION PERIOD RESERVED TO THE PUBLIC

17. NOTICE OF MOTION

1. Mr. Daniel Lafleur - No Council meeting during March break

2019-323

Moved by: Marcel Cleroux

Seconded by: Paul Groulx

Be it resolved that Council approves the notice of motion dated April 9th, 2019 in second reading from Mr. Daniel Lafleur proposing to not have Council meetings during the March Break.

Carried

2. Mr. Marcel Cl  roux -Modification to the pre-approved budget concerning the portables located at CEFEO (SEFA) on 750 Principale

2019-324

Moved by: Marcel Cleroux

Seconded by: Paul Groulx

Be it resolved that Council acknowledges reception of the notice of motion dated July 9th, 2019 from Mr. Marcel Cl  roux proposing not to demolish the portables located at the 750 Principale (SEFA). Part of the approved budget for this item (\$ 12 200) would be used to renovate the portable, especially outdoor.

The notice of motion will be presented has 2nd reading during a future Council meeting.

Carried

18. SCHEDULING OF MEETINGS

19. UPCOMING EVENTS

1. Saturday July 27th, 2019 - Casselman Volunteer Firefighter golf tournament
2. Thursday August 8th, 2019 - South Nation Conservation Golf Tournament

20. BY-LAW TO CONFIRM COUNCIL PROCEDURES

1. Bylaw 2019-060 to confirm council procedures of July 9th, 2019 meeting

2019-325

Moved by: Francyn Leblanc

Seconded by: Marcel Cleroux

Be it resolved that By-Law no. 2019-060 to confirm Council's proceedings at its meeting of July 9th, 2019 be read and adopted in 1st, 2nd and 3rd reading.

Carried

21. ADJOURNMENT

2019-326

Moved by: Francyn Leblanc

Seconded by: Marcel Cleroux

Be it resolved that the present meeting be adjourned at 8:35 p.m

Carried

Daniel Lafleur, Mayor

Sébastien Dion, Clerk

CORPORATION OF THE VILLAGE OF CASSELMAN

BY-LAW NO. 2015-052

A by-law to authorize a Franchise Agreement between the Corporation of the Village of Casselman and Enbridge Gas Distribution Inc.

Whereas the Council of the Corporation of the Village of Casselman deems it expedient to enter into the attached franchise agreement with Enbridge Gas Distribution Inc;

AND WHEREAS the Ontario Energy Board by its Order issued pursuant to The Municipal Franchises Act on the 25th day of June, 2015 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;

NOW THEREFORE BE IT ENACTED:

- 1) That the attached franchise agreement between the Corporation of the Village of Casselman and Enbridge Gas Distribution Inc. is hereby authorized and the franchise provided for therein is hereby granted;
- 2) That the Mayor and the Clerk are hereby authorized and instructed on behalf of the Corporation 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.

READ A FIRST, SECOND AND THIRD TIME AND PASSED IN OPEN COUNCIL THIS 8TH DAY OF SEPTEMBER, 2015.

[Original Signed By Conrad Lamadeleine]

Conrad Lamadeleine, Mayor

[Original Signed By Marielle Dupuis]

Marielle Dupuis, Clerk

Model Franchise Agreement

THIS AGREEMENT effective this 5th day of September, 2015 .

BETWEEN: The Corporation of the Village of Casselman hereinafter called the
"Corporation"

- and -

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 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 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. 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 VILLAGE OF CASSELMAN

By: [Original Signed By Conrad Lamadeleine]

By: [Original Signed By Marielle Dupuis] *Marielle Dupuis*

Duly Authorized Officer

ENBRIDGE GAS DISTRIBUTION INC.

By: [Original Signed By William Ramos]

William M. Ramos
Vice President, Finance & Regulatory

By: [Original Signed By James Lord]

James Lord
Vice President
Law & Information Technology



AM

DATED this day of , 20 .

THE CORPORATION OF THE
VILLAGE OF CASSELMAN

- and -

ENBRIDGE GAS DISTRIBUTION INC.

FRANCHISE AGREEMENT

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. 1990, c. M.55,

AND IN THE MATTER OF an Application by The Consumers' Gas Company Ltd. for a certificate of public convenience and necessity to construct works to supply gas and to supply gas to the inhabitants of the Corporation of the Village of Casselman, in the United Counties of Prescott and Russell;

BEFORE: P.W. Hardie
Presiding Member

G.A. Dominy
Vice-Chair/Member

E.J. Robertson
Member

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The Consumers' Gas Company Ltd. ("Consumers Gas") filed with the Ontario Energy Board ("the Board") an Application dated October 28, 1994 ("the Application") under section 8 of the Municipal Franchises Act, for a certificate of public convenience and necessity to construct works to supply gas and to supply gas in the Village of Casselman, in the United Counties of Prescott and Russell.

The Board's Notice of Application, dated November 10, 1994 was served upon the Clerk of the Village of Casselman. The Board issued a Notice of Hearing, dated March 31, 1995.

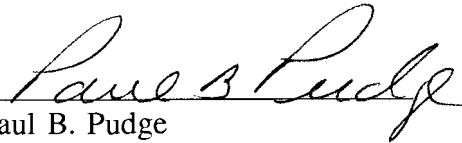
The Application was heard in Toronto on April 24, 25 and 27, 1995. The Board issued an oral decision on May 1, 1995, finding the application to be in the public interest.

THEREFORE THE BOARD ORDERS THAT:

1. A Certificate of Public Convenience and Necessity ("the Certificate") is granted to Consumers Gas to construct works to supply gas and to supply gas in the Village of Casselman, in the United Counties of Prescott and Russell.
2. If Consumers Gas should fail 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. The Board's costs shall be paid by Consumers Gas forthwith upon the issuance of the Board's invoice.

ISSUED at Toronto, May 5, 1995

ONTARIO ENERGY BOARD


Paul B. Pudge
Board Secretary