



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

May 23, 2024

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

Dear Ms. Marconi:

**Re: Enbridge Gas Inc.  
Application for Certificate of Public Convenience and Necessity  
Town of Niagara-on-the-Lake**

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

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** Digitally signed by  
Patrick McMahon  
Date: 2024.05.23  
16:28:21 -04'00'

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

Encl.

## ONTARIO ENERGY BOARD

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

**AND IN THE MATTER OF** an Application by Enbridge Gas Inc. for an Order cancelling and superseding those parts of the E.B.C. 58 Certificate of Public Convenience and Necessity held by Enbridge Gas Inc. related to the Town of Niagara-on-the-Lake and the former Township of Niagara as well as the Certificates of Public Convenience and Necessity associated with the former Township of Grantham (F.B.C. 168), the former Town of Niagara (F.B.C. 114) and the former Township of Niagara (F.B.C. 115) and replacing them with a Certificate of Public Convenience and Necessity to construct works to supply natural gas in the current Town of Niagara-on-the-Lake.

### 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 Town of Niagara-on-the-Lake is a municipal corporation incorporated under the laws of the Province of Ontario and is a lower-tier municipality within the Regional Municipality of Niagara. While the town's present name of Niagara-on-the-Lake was adopted around 1880, the name was officially adopted in 1970 when the former Town of Niagara and the former Township of Niagara merged. Part of the Township of Grantham and the community of Queenston (located within the former Township of Niagara) also became part of the Town of Niagara-on-the-Lake in 1970.
3. Attached hereto and marked as Schedule "A" is a map showing the geographical location of the Town of Niagara-on-the-Lake, a customer density representation of Enbridge Gas' service area, and the locations of the former municipalities that now form part of the Town of Niagara-on-the-Lake. Enbridge Gas currently serves approximately 8,700 customers in the Town of Niagara-on-the-Lake and has been providing gas distribution services within the Town of Niagara-on-the-Lake since approximately 1947.
4. Enbridge Gas has a 20-year franchise agreement (EB-2016-0047) with the Town of Niagara-on-the-Lake effective May 11, 2016 (attached as Schedule "B"). Enbridge Gas has a Certificate of Public Convenience and Necessity (CPCN) dated July 25, 1967 (E.B.C. 58 attached as Schedule "C") in place which covers operations within eighteen municipalities including the Town of Niagara-on-the-Lake that existed at that time and the former Township of Niagara. Enbridge Gas also has a CPCN for the former Township of Grantham (F.B.C. 168 attached as Schedule "D"), a CPCN for the former Town of Niagara (F.B.C. 114 attached as Schedule "E"), and a CPCN for the former Township of Niagara (F.B.C. 115 attached as Schedule "F"). It is not clear whether F.B.C. 115 was formally cancelled and superseded by E.B.C. 58.

5. Given that Enbridge Gas already holds the CPCN rights for all the lands that now make up the Town of Niagara-on-the-Lake (through our existing CPCNs cited above), there is no change to overall existing CPCN rights held by Enbridge Gas in this area. Enbridge Gas is not aware of any other person holding a CPCN for any part of the current Town of Niagara-on-the-Lake.
6. If the requested CPCN is approved for the Town of Niagara-on-the-Lake (and for the City of Welland as requested in an application dated May 23, 2024 and for the City of St. Catharines as requested under EB-2024-0182 and for the City of Niagara Falls as requested under EB-2024-0175 and for the Town of Pelham as requested under EB-2024-0174), the E.B.C. 58 CPCN would still remain in effect for the Township of Wainfleet pending future CPCN update applications.
7. Enbridge Gas currently has franchise agreements with and CPCNs for all areas of the other municipalities within the Regional Municipality of Niagara - the Town of Fort Erie, the Town of Grimsby, the City of Niagara Falls, the Town of Lincoln, the City of Port Colborne, the City of St. Catharines, the City of Thorold, the Township of Wainfleet, the Township of West Lincoln and the Town of Welland. Enbridge Gas is not aware of any other natural gas distributor in the area.
8. The contact information of the Town of Niagara-on-the-Lake is as follows:

Town of Niagara-on-the-Lake  
1593 Four Mile Creek Road  
Virgil, ON L0S 1T0  
Attention: Town Clerk  
Telephone: (905) 468-3266  
Email: clerks@notl.com

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

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

9. Enbridge Gas now applies to the Ontario Energy Board for an Order pursuant to s.8 of the *Municipal Franchises Act* cancelling and superseding those parts of the E.B.C. 58 Certificate of Public Convenience and Necessity held by Enbridge Gas Inc. related to the Town of Niagara-on-the-Lake and the former Township of Niagara as well as the Certificates of Public Convenience and Necessity associated with the former Township of Grantham (F.B.C. 168), the former Town of Niagara (F.B.C. 114) and the former Township of Niagara (F.B.C. 115) and replacing them with a Certificate of Public Convenience and Necessity to construct works to supply natural gas in the current Town of Niagara-on-the-Lake.

**DATED** at the Municipality of Chatham-Kent, in the Province of Ontario this 23<sup>rd</sup> day of May, 2024.

**ENBRIDGE GAS INC.**

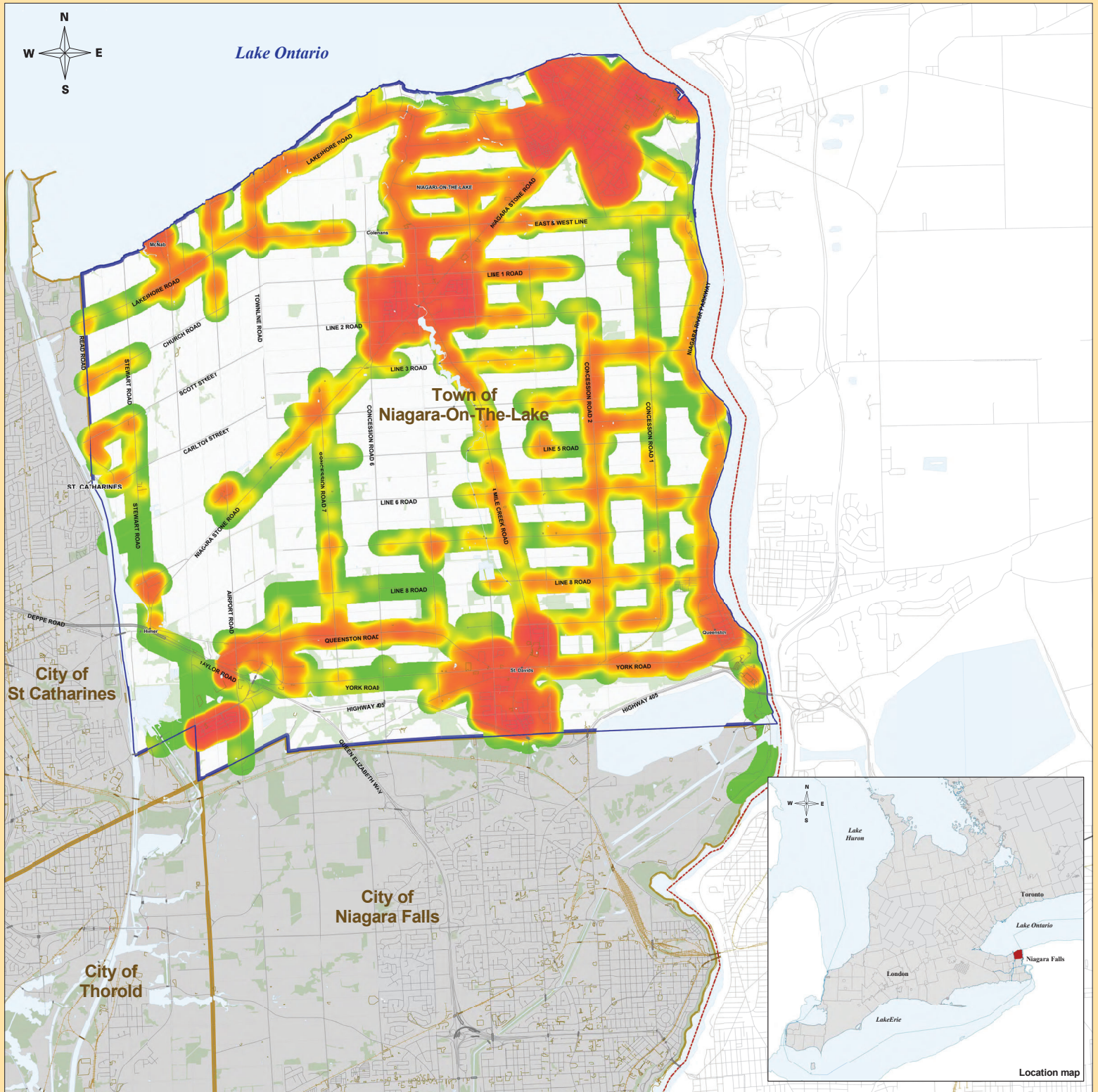
**Patrick  
McMahon** Digitally signed by  
Patrick McMahon  
Date: 2024.05.23  
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Patrick McMahon  
Technical Manager  
Regulatory Research and Records

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](mailto:patrick.mcmahon@enbridge.com)  
Telephone: (519) 436-5325

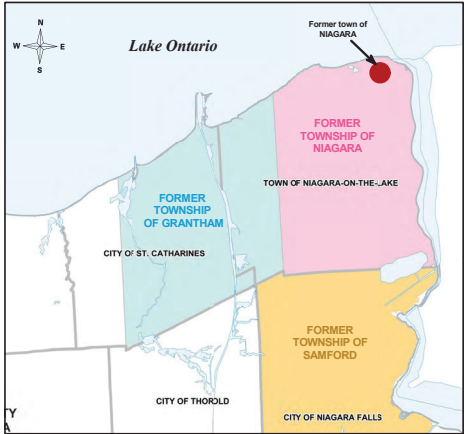


### Town of Niagara-On-The-Lake

- Legend**
- Enbridge Gas Pipeline Coverage Area
  - Town of Niagara-On-The-Lake
  - Roads
  - Railways
  - Municipal and Township Boundaries
  - First Nation Boundaries



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



**THE CORPORATION  
OF THE  
TOWN OF NIAGARA-ON-THE-LAKE  
BY-LAW NO. 4851-15**

A BY-LAW TO AUTHORIZE A FRANCHISE AGREEMENT BETWEEN  
THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE AND  
ENBRIDGE GAS DISTRIBUTION INC.

**BE IT ENACTED AS A BY-LAW OF THE CORPORATION OF THE TOWN  
OF NIAGARA-ON-THE-LAKE as follows:**

1. THAT the Franchise Agreement dated the <sup>(1</sup>14<sup>th</sup> day of December, 2015 <sup>inc) Dec 16</sup> between The Corporation of the Town of Niagara-on-the-Lake and Enbridge Gas Distribution Inc., be and the same is hereby approved; and
2. THAT the Lord Mayor and Clerk be authorized to affix their hands and the Corporate Seal; and
3. THAT this by-law shall come into force and take effect immediately upon the passing thereof.

**READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 14<sup>th</sup> DAY OF  
DECEMBER 2015**

*[Original Signed By Pat Darte]*

*[Original Signed By Holly Dowd]*

\_\_\_\_\_  
LORD MAYOR PAT DARTE

\_\_\_\_\_  
TOWN CLERK HOLLY DOWD

## Model Franchise Agreement

THIS AGREEMENT effective this 11<sup>th</sup> day of May, 2016.

BETWEEN: The Corporation of The Town of Niagara-On-The-Lake

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 TOWN OF NIAGARA-ON-THE-LAKE

[Original Signed By Pat Darte]

By: Lord Mayor Pat Darte

[Original Signed By Holly Dowd]

By: Town Clerk Holly Dowd

Duly Authorized Officer

ENBRIDGE GAS DISTRIBUTION INC.

[Original Signed By William Ramos]

By: William M. Ramos

William M. Ramos  
Vice President, Finance & Regulatory



[Original Signed By James Lord]

By: James Lord

James Lord  
Vice President  
Law & Information Technology









The Consumers' Gas Company for the supply of natural gas  
to the inhabitants of the

City of St. Catharines  
City of Niagara Falls  
City of Welland  
Town of Port Colborne  
Town of Niagara-on-the-Lake  
Town of Thorold  
Village of Chippawa  
Village of Crystal Beach  
Village of Fonthill  
Township of Crowland  
Township of Willoughby  
Township of Bertie  
Township of Humberstone  
Township of Wainfleet  
Township of Thorold  
Township of Pelham  
Township of Niagara  
Township of Louth

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 25<sup>th</sup> day of July, A.D. 1967.

THE ONTARIO ENERGY BOARD

  
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.

- City of St. Catharines
- City of Niagara Falls
- City of Welland
- Town of Port Colborne
- Town of Fort Erie
- Town of Niagara-on-the-Lake
- Town of Thorold
- Village of Chippawa
- Village of Crystal Beach
- Village of Fonthill
- Township of Crowland
- Township of Willoughby
- Township of Bertie
- Township of Humberstone
- Township of Wainfleet
- Township of Thorold
- Township of Pelham
- Township of Niagara
- Township of Louth

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CERTIFICATE OF PUBLIC CONVENIENCE  
AND NECESSITY

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

## ONTARIO FUEL BOARD

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

AND IN THE MATTER OF the application of Provincial Gas Company Limited for a Certificate of Public Convenience and Necessity to construct works and supply natural gas to the inhabitants of the Township of Grantham

## B E F O R E :

A. R. Crozier, Chairman

W. R. Howard, Commissioner

D. M. Treadgold, Q.C. Commissioner

L. R. MacTavish, Q.C. Commissioner

)  
 )  
 ) Friday, the 6th day  
 ) of December, 1957.

CERTIFICATE OF PUBLIC CONVENIENCE  
 AND NECESSITY

UPON the application of Provincial Gas Company Limited (hereinafter referred to as the "Applicant") for 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 Ontario Fuel Board in the City of Toronto on the 6th day of December, 1957, after due notice of such hearing had been given as directed by the Board, in the presence of T. H. Baker, Counsel for the Applicant, M. A. Seymour, Q.C. Counsel for the Municipality and T. A. King, Counsel for Dominion Natural Gas Company Limited, and upon consideration of the evidence and exhibits produced at the hearing and upon hearing what was alleged by Counsel aforesaid,

1. THIS BOARD DOTH ORDER that a Certificate of Public Convenience and Necessity be and the same is hereby granted subject to the further provisions of this Order, to Provincial Gas Company Limited of Fort Erie, for the supply of natural gas to the inhabitants of the Township of Grantham and for the construction of the works necessary therefor.

2. THIS BOARD DOTH FURTHER ORDER that Dominion Natural Gas Company Limited retain its rights and privileges under its existing transmission franchise agreement with the said Township of Grantham.

3. AND THIS BOARD DOETH FURTHER ORDER that Dominion Natural Gas Company Limited do continue to serve all present Consumers in the Township, other than those served directly from the Company's transmission lines and be permitted to serve any new consumers along and abutting its existing distribution lines within the Township as set out in Schedule "A" attached to and forming part of this Certificate.

4. THE BOARD fixes the costs of this application at payable forthwith by the Applicant.

DATED at Toronto this <sup>12</sup> day of <sup>June</sup> December, <sup>1958</sup> 1957.

ONTARIO FUEL BOARD

*A. Rogers*  
*J. Wingfield*

SCHEDULE "A"

DOMINION NATURAL GAS COMPANY, LIMITED

Distribution Main in Grantham Township  
as of November 30, 1957

AMH - 12/17/57

<u>Street</u>	<u>Between</u>	<u>Feet of Pipe</u>	<u>Street Length</u>
Queenston St.	Grantham Ave. and 700' E. of Ashland Ave.	7320	3800'
Chelsea St.	Queenston and Arlington	1220	550'
Marmora St.	" " "	1500	650'
Lorne St.	" " "	1800	800'
Arlington St.	Grantham ave. and Chelsea	200	200'
York St. North	Carlton St. and 500' N. of Perry St.	2650	1400'
Mildred Ave.	" " " " " "	1400	1400'
Margery Ave.	" " " " " "	1500	1400'
Perry St.	Margery Ave. and Mildred Ave.	250	200'
Alice St.	" " " " "	120	200'
Provincial Highway No. 8	Louth St. and 400' W. of Louth St.	400	400'
Whitworth St.	Pelham Rd. and End of Street	400	400'
Kinsey St.	" " " " " "	300	300'
Pelham Rd.	St. Catharines City Line and Lot 22, Con. 9	Customers on Main Line	8800'
Ontario St.	Carlton St. and 900' N. of Carlton St.	900	900'
Manchester Ave.	Ontario St. and Garden St.	500	500'

IN THE MATTER of The Municipal  
Franchises Act, Chapter 249,  
R.S.O. 1950, Section 8, as  
amended,

AND IN THE MATTER OF an application  
of Provincial Gas Company Limited  
for a certificate of public convenience  
and necessity to construct works and  
supply natural gas to the inhabitants  
of the Town of Niagara

B E F O R E:

A. R. Crozier, Chairman	}	Friday, the 28th day
W. R. Howard, Commissioner		of June, 1957.

CERTIFICATE OF PUBLIC CONVENIENCE AND  
NECESSITY


UPON THE APPLICATION of The Provincial Gas Company Limited of Fort Erie (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 28th day of June, 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 Provincial Gas Company Limited of Fort Erie for the supply of natural gas to the inhabitants of the Town of Niagara, and for the construction of the works necessary therefor.

2. THE Board fixes the costs of the Application at \$25.00 payable forthwith by the Applicant.

DATED at Toronto this 4<sup>th</sup> day of July, 1957.

ONTARIO FUEL BOARD

  
Chairman

  
Commissioner



IN THE MATTER OF The Municipal Franchises Act, Chapter 249, R. S. O. 1950, Section 8, as amended,

Schedule F

AND IN THE MATTER OF an application of Provincial Gas Company Limited for a certificate of public convenience and necessity to construct works and supply natural gas to the inhabitants of the Township of Niagara

B E F O R E :

A. R. Crozier, Chairman } Friday, the 28th day  
W. R. Howard, Commissioner } of June, 1957.

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2. THE Board fixes the costs of the Application at \$25.00 payable forthwith by the Applicant.

DATED at Toronto this 4<sup>th</sup> day of July, 1957.

ONTARIO FUEL BOARD

A. R. Crozier  
Chairman

W. R. Howard  
Commissioner