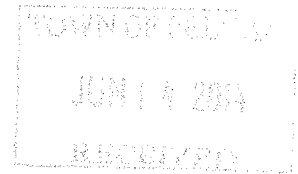




500 Consumers Road
North York, Ontario
M2J 1P8
PO Box 650
Scarborough ON M1K 5E3

Stephanie Allman
Regulatory Coordinator
phone: (416) 495-5499
fax: (416) 495-6072
Email: egdregulatoryproceedings@enbridge.com



VIA COURIER AND RESS

June 3, 2014

Ms. Nancy Bozzato
Town of Pelham
20 Pelham Town Square
Fonthill, Ontario
L0S 1E0

Dear Ms. Bozzato:

**Re: Enbridge Gas Distribution Inc. ("Enbridge") Application for Franchise
Renewal with the Town of Pelham (EB-2014-0049)**

Further to the Board's Decision and Order of April 10, 2014, approving the franchise agreement between Enbridge and the Town of Pelham, attached please find two fully executed copies of the corresponding Franchise Agreement dated April 14, 2014. The franchise between Enbridge and the City is for a term of twenty years expiring April 5, 2034.

Sincerely,

A handwritten signature in cursive script that reads 'Stephanie Allman'.

Stephanie Allman
Regulatory Coordinator

Attachment

cc: Guri Pannu – EGD, Legal Counsel
Bill Elliott – Operations Manager – Central Region West (letter and notice only)

May 6, 2014

Ms. Stephanie Allman
Regulatory Coordinator
Enbridge
500 Consumers Road
North York, ON M2J 1P8

Dear Ms. Allman;

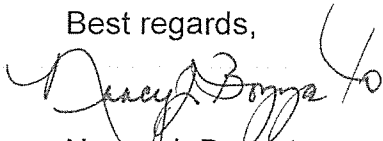
**Re: Enbridge Gas Distribution Inc. Application for Franchise Agreement Renewal
Town of Pelham
Your File: EB-2014-0046**

As per our recent telephone conversation, enclosed please find three additional copies of the Franchise Agreement between Enbridge and the Town of Pelham, which have been duly signed by the Mayor and myself, under corporate seal.

We are also returning the five (5) copies you had forwarded for our signature.

Please return two copies of the fully executed agreements to my attention.

Best regards,

A handwritten signature in dark ink, appearing to read "Nancy J. Bozzato", with a stylized flourish at the end.

Nancy J. Bozzato, *Dipl. M.M., AMCT*
Town Clerk

Enc.

From the Clerk's Department.



**Administrative
Services**



500 Consumers Road
North York, Ontario
M2J 1P8
PO Box 650
Scarborough ON M1K 5E3

Stephanie Allman
Regulatory Coordinator
phone: (416) 495-5499
fax: (416) 495-6072
Email:
egdregulatoryproceedings@enbridge.com

VIA COURIER

April 29, 2014

Ms. Nancy Bozzato
Town Clerk
Town of Pelham
20 Pelham Square
Font Hill, Ontario
L0S 1E0

Dear Ms. Bozzato,

**Re: Enbridge Gas Distribution Inc. ("Enbridge") – Application for a Franchise Agreement Renewal for the Town of Pelham
Ontario Energy Board File No. EB-2014-0046**

As per the Ontario Energy Board's Letter of Direction dated April 10, 2014, enclosed please find a copy of the Decision and Order of the same date granting approval for the renewal of the franchise agreement between Enbridge and the Municipality.

Also enclosed are five copies of the By-law and the Model Franchise Agreement which have been executed by Enbridge. Once the attached By-law and the franchise agreements are fully executed please return four (4) copies to my attention. I will ensure the Ontario Energy Board receives an original.

If you have any questions please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads 'Stephanie Allman'.

Stephanie Allman
Regulatory Coordinator

Attachment

cc: Guri Pannu – EGD, Legal Counsel, Litigation & Regulatory (letter only)
Bill Elliott – Operations Manager – Central Region West (letter and notice only)



EB-2014-0049

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

AND IN THE MATTER OF an application by Enbridge
Gas Distribution Inc. for an order extending the term of
the right to construct or operate works for the distribution
of gas, and the right to extend or add to the works, in the
Town of Pelham; and

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

By delegation, before: Pascale Duguay

DECISION AND ORDER
April 10, 2014

The Application

Enbridge Gas Distribution Inc. ("Enbridge") filed an application dated February 19, 2014 with the Ontario Energy Board under the *Municipal Franchises Act* for an order extending the term of the right to construct or operate works for the distribution of gas, and the right to extend or add to the works, in the Town of Pelham for a period of 20 years. Enbridge requested an order declaring and directing that the assent of the municipal electors is not necessary.

The application has been assigned Board file number EB-2014-0049.

Enbridge submitted a resolution passed by the Council of the Town of Pelham on February 3, 2014, approving the form of the draft by-law and requesting that the Board declare and direct that the assent of the municipal electors to the by-law is not necessary.

The Board's Notice of Application and Written Hearing was published on March 26, 2014. There were no intervenors.

Board Findings

The Board notes that Enbridge filed a complete application and provided notice to the public in the manner instructed by the Board. The Board further notes that no party intervened to object to, or comment on, the application. The proposed franchise agreement is in the form of the 2000 Model Franchise Agreement.

The Board finds that it is in the public interest to grant the application.

IT IS ORDERED THAT:

1. The terms and conditions upon which, and the period for which, the Town of Pelham is, by by-law, to grant to Enbridge the right to construct or operate works for the distribution of gas, and the right to extend or add to the works, in the Town of Pelham, as set out in the franchise agreement attached as Appendix A, are approved.
2. The assent of the municipal electors of the Town of Pelham to the by-law is not necessary.

DATED at Toronto, April 10, 2014

ONTARIO ENERGY BOARD

Original Signed By

Pascale Duguay
Manager, Natural Gas Applications

APPENDIX A
TO THE BOARD'S DECISION AND ORDER IN
EB-2014-0049
DATED: April 10, 2014
Franchise Agreement

Model Franchise Agreement

THIS AGREEMENT effective this day of , 20 .

BETWEEN: The Corporation of the Township of Pelham 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 TOWNSHIP OF PELHAM

By: _____

By: _____

Duly Authorized Officer

ENBRIDGE GAS DISTRIBUTION INC.

By: _____

By: _____

DATED this day of , 20 .

THE CORPORATION OF THE
TOWNSHIP OF PELHAM

- and -

ENBRIDGE GAS DISTRIBUTION INC.

FRANCHISE AGREEMENT

ENBRIDGE GAS DISTRIBUTION INC.
500 Consumers Road
North York, Ontario
M2J 1P8

Attention: Regulatory Affairs Department



Vibrant • Creative • Caring

April 25, 2014

Ms. Stephanie Allman
Regulatory Coordinator, Regulatory Affairs
500 Consumers Road
North York, ON M2J 1P8

**RE: Franchise Agreement between the Corporation and
Enbridge Gas Distribution Inc.**

Dear Ms. Allman

Please find enclosed the Town of Pelham By-law #3490 (2014), and in triplicate the franchise agreement between the Corporation and Enbridge Gas Distribution Inc., which is duly signed by the Mayor and Town Clerk. Please sign the agreements and return two (2) copies to the Town of Pelham.

If you have any further questions regarding the attached, please do not hesitate to contact Ms. Bozzato at 905-892-2607, extension 315.

Yours truly,

A handwritten signature in dark ink, appearing to read "Nancy J. Bozzato", is written over a horizontal line.

(Mrs.) Nancy J. Bozzato, Dipl. M.M., AMCT
Town Clerk

Encl.

/db

From the Clerk's Department



**Administrative
Services**



Vibrant · Creative · Caring

April 25, 2014

Ms. Stephanie Allman
Regulatory Coordinator, Regulatory Affairs
500 Consumers Road
North York, ON M2J 1P8

**RE: Franchise Agreement between the Corporation and
Enbridge Gas Distribution Inc.**

Dear Ms. Allman

Please find enclosed the Town of Pelham By-law #3490 (2014), and in triplicate the franchise agreement between the Corporation and Enbridge Gas Distribution Inc., which is duly signed by the Mayor and Town Clerk. Please sign the agreements and return two (2) copies to the Town of Pelham.

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Yours truly,

A handwritten signature in dark ink, appearing to read "Nancy J. Bozzato", is written over a horizontal line.

(Mrs.) Nancy J. Bozzato, Dipl. M.M., AMCT
Town Clerk

Encl.

/db

From the Clerk's Department



**Administrative
Services**

500 Consumers Road
North York, Ontario
M2J 1P8
PO Box 650
Scarborough ON M1K 5E3

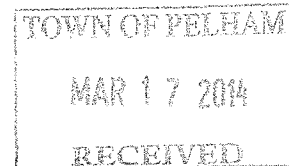
Stephanie Allman
Regulatory Coordinator, Regulatory Affairs
Tel 416-495-5499
Fax 416-495-6072
Email: EGDRegulatoryProceedings@enbridge.com

original in file
ENBRIDGE
Lot

VIA COURIER

March 14, 2014

Ms. Nancy Bozzato
Town Clerk
Town of Pelham
20 Pelham Town Square
Fonthill, Ontario L0S 1E0



Dear Ms. Bozzato:

**Re: Enbridge Gas Distribution Inc. ("Enbridge")
EB-2014-0046 - Application for the Renewal of the Franchise Agreement
with the Town of Pelham**

As directed by the Ontario Energy Board on March 13, 2014, enclosed please find a copy of the Ontario Energy Board's Notice of Application, and Enbridge's Application dated March 13, 2014, for a Franchise Agreement for the Town of Pelham.

Please contact the undersigned if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Stephanie Allman".

Stephanie Allman
Regulatory Coordinator

cc: Guri Pannu – EGD, Legal Counsel, Enbridge Gas Distribution (Via email only)
Bill Elliott – EGD, Operations Manager Niagara Region (Via email only)

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 Distribution Inc. for an order extending
the term of the right to construct or operate works for
the distribution of gas, and the right to extend or add
to the works, in the Town of Pelham.

A P P L I C A T I O N

1. Enbridge Gas Distribution Inc. (the "Applicant") is an Ontario corporation with its head office in the City of Toronto.
2. The Corporation of the Town of Pelham ("Corporation") is a municipal Ontario corporation with its head office at 20 Pelham Town Square, Fonthill, ON L0S 1E0. The Corporation's Clerk is Ms. Nancy Bozzato. Attached hereto and marked as Schedule "A" is a map showing the geographical location of the Town of Pelham ("Municipality").
3. The Applicant and the Corporation are party to a municipal gas franchise agreement. Attached hereto and marked as Schedule "B" is a copy of the franchise agreement and By-Law 1625 (1994) enacted April 5, 1994.

10. The persons affected by this application are the customers and other residents in the Municipality. Because of the number of such persons, it is impractical to set out their names and addresses herein.

DATED at Toronto this 18th day of February, 2014.

ENBRIDGE GAS DISTRIBUTION INC.
500 Consumers Road
Toronto ON M2J 1P8
by its Solicitor

(Original Signed)

Guri Pannu
Senior Legal Counsel, Regulatory
Tel: (416) 495-5499
Fax: (416) 495-6072
E-mail: EGDRRegulatoryAffairs@enbridge.com

Mailing Address:
P.O. Box 650
Toronto, ON M1K 5E3



EB-2014-0049

**NOTICE OF APPLICATION
GAS FRANCHISE AGREEMENT
TOWN OF PELHAM**

ENBRIDGE GAS DISTRIBUTION INC.

On February 19, 2014, Enbridge Gas Distribution Inc. filed an application with the Ontario Energy Board (the "Board") under the *Municipal Franchises Act*, R.S.O. 1990, c. M55, for an order renewing Enbridge's right to operate works and add to works for the distribution of gas in the Town of Pelham for a period of 20 years and for an order declaring and directing that the assent of the municipal electors is not necessary.

The application has been assigned Board file number EB-2014-0049.

The application will be decided by the Manager, Natural Gas Applications, who has been delegated this authority pursuant to section 6 of the *Ontario Energy Board Act*, 1998, S.O. 1998, c.15 (Schedule B). The Manager, Natural Gas Applications, does not intend to provide for an award of costs when deciding the application.

How to see the Application

To see a copy of the application, go to the Consumer page of the Board's website and enter the case number EB-2014-0049 in the "Find an Application" box. A copy can also be seen at the Board's office and at Enbridge's office at the address below.

The Board intends to proceed with the application by way of a written hearing unless a party satisfies the Board that there is a good reason for not holding a written hearing. If you object to the Board holding a written hearing in this matter, you must provide written reasons why an oral hearing is necessary. Any submissions objecting to a written hearing must be received by the Board within **10 days** of the publication date of this Notice.

If you do not have internet access, please call 1-877-632-2727 to receive information about this proceeding and how to participate.

IMPORTANT

IF YOU DO NOT PARTICIPATE IN ACCORDANCE WITH THIS NOTICE, THE BOARD MAY PROCEED WITHOUT YOUR PARTICIPATION AND YOU WILL NOT BE ENTITLED TO ANY FURTHER NOTICE IN THE PROCEEDING.

Addresses

Ontario Energy Board
P.O. Box 2319, 27th Floor
2300 Yonge Street
Toronto ON M4P 1E4

Attn: Kirsten Walli
Board Secretary

Tel: 1-888-632-6273 (Toll free)
Fax: 416-440-7656
Email: boardsec@ontarioenergyboard.ca

Corporation of the Town of Pelham
20 Pelham Town Square
P.O. Box 400
Fonthill Ontario L0S 1E0

Attn: Nancy Bozzato
Town Clerk

Tel: 905-892-2607
Fax: 905-892-5055

Enbridge Gas Distribution Inc. (Head Office)
500 Consumers Road
Toronto, ON M2J 1P8

Attn: Guri Pannu
Senior Legal Counsel, Regulatory

Tel: 416-495-5499
Fax: 416-495-6072
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ONTARIO ENERGY BOARD

Original Signed By

Kirsten Walli
Board Secretary