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Scarborough ON M1K 5E3

Lesley Austin
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Regulatory Proceedings
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VIA COURIER

July 22, 2008

Ms. Kirsten Walli
Board Secretary
Ontario Energy Board
2300 Yonge Street, 27th Floor
Toronto, Ontario
M4P 1E4

Dear Ms. Walli:

**Re: Enbridge Gas Distribution Inc. ("Enbridge") Application for Franchise
Renewal and New Certificate of Public Convenience and Necessity
("Certificate") with the Town of Shelburne ("Town")**

Enbridge wishes to apply to the Ontario Energy Board (the "Board") for an order granting approval for the renewal of its franchise using the 2000 Model Franchise Agreement and for a certificate of public convenience and necessity. Enclosed please find one cd and four copies of the following:

1. The aforementioned application
2. Schedule A - A map showing the location of the Town of Shelburne
3. Schedule B - The current By-Law 8-1989 and Franchise Agreement
4. Schedule C - The Certificate of Public Convenience and Necessity for the Village of Shelburne (E.B.C. 51)
5. Schedule D - The Ontario Gazette Publication of the Restructuring Order for the Annexation of land to the Town of Shelburne - March 31, 1997.
6. Schedule E - The Certificate of Public Convenience and Necessity for the Township of Amaranth (E.B.C. 49)
7. Schedule F - The Certificate of Public Convenience and Necessity for the Township of Melancthon (E.B.C. 57)
8. Schedule G - The signed Resolution from the Town, the form of the by-law and the proposed franchise agreement

Enbridge looks forward to receiving the direction from the Board in this matter.

2008-07-22
Ms. Kirsten Walli
Page 2

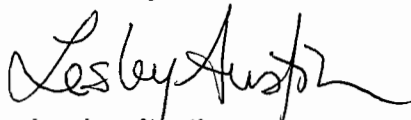
The contact information for this matter follows below:

Corporation of the Town of Shelburne
203 Main Street East, P.O. Box 69
Shelburne, Ontario L0N 1S0
Tel: (519) 925-2600
Fax: (519) 925-6134
Attn: John Telfer, AMCT
Town Clerk/ Economic Development Officer

Enbridge Gas Distribution Inc. (Head Office)
500 Consumers' Road
Toronto, Ontario M2J 1P8
Tel: (416) 495-5891
Fax: (416) 495-5994
Attn: Tania Persad
Senior Legal Counsel, Regulatory

Enbridge Gas Distribution Inc. (Regional Office)
6 Colony Court
Brampton, Ontario L6T 4E4
Tel: (905) 458-2119
Fax: (905) 458-2129
Attn: Ashraf Abdel-Qader
Operations Manager – Central Region West

Sincerely,



Lesley Austin
Assistant, Regulatory Coordinator

Attachment

cc: Tania Persad – EGD, Senior Legal Counsel, Regulatory
Ashraf Abdel-Qader – Operations Manager – Central Region West

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 Shelburne.

AND IN THE MATTER OF an application by
Enbridge Gas Distribution Inc. for an order canceling
the existing certificate of public convenience and
necessity for the former Village of Shelburne and
replacing this certificate with a certificate of public
convenience and necessity for the Town of
Shelburne including areas covered by the certificates
of public and convenience for the Townships of
Amaranth and Melancthon.

A P P L I C A T I O N

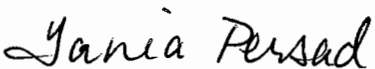
1. Enbridge Gas Distribution Inc. (the "Applicant") is an Ontario corporation with its head office in the City of Toronto.
2. The Corporation of the Town of Shelburne ("Corporation") is a municipal Ontario corporation with its head office at 203 Main Street East, P.O. Box 69, Shelburne, Ontario, L0N 1S0. The Corporation's Clerk is Mr. John Telfer. Attached hereto and marked as Schedule "A" is a map showing the geographical location of the Town of Shelburne ("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 8-1989 enacted January 23, 1989.
4. The Applicant possesses a certificate of public convenience and necessity dated July 11, 1966 (the "Certificate") permitting it to distribute, store and transmit gas in the part of the Municipality that comprises the geographical area of the former Village of Shelburne. A copy of the Certificate is attached hereto and marked as Schedule "C".

5. The Corporation's municipal boundaries were expanded by an Order made under the Municipal Act R.S.O. 1990, c. M.45, which indicates that on March 31, 1997 portions of the Townships of Amaranth and Melancthon were annexed to the Town of Shelburne, marked as Schedule "D". The Applicant holds certificates of public convenience and necessity for both the Township of Amaranth and Melancthon marked as Schedules "E" and "F" respectively, and will continue to require these certificates for the remaining portions of these Townships.
6. The Applicant wishes to renew its municipal gas franchise with the Corporation and to continue serving the Municipality in accordance with the Certificate(s). The Applicant respectfully submits that it is in the public interest to do so. Attached hereto and marked as Schedule "G" is a signed resolution, the form of the Corporation's by-law granting to the Applicant the franchise renewal and a copy of the proposed franchise agreement between the Applicant and the Corporation ("the Agreement").
7. The proposed municipal gas franchise agreement is in the form of the Ontario Energy Board ("Board") approved 2000 Model Franchise Agreement, with no amendments and is for a term of twenty years.
8. The Applicant hereby applies to the Board, pursuant to Section 9 of the *Municipal Franchises Act*, R.S.O. c. M.55, for:
 - i) an Order renewing the Applicant's right to distribute, store, and transmit gas in and through the Municipality for such period of time and upon the terms set out in the Agreement, or as may otherwise be prescribed by the Board;
 - ii) an Order directing and declaring that the assent of the municipal electors to the terms and conditions of the franchise agreement is not necessary; and
 - iii) an Order, pursuant to subsection 8(2) of the *Municipal Franchises Act*, R.S.O. 1990, c. M. 55, as amended (the "Act"), canceling the Applicant's existing certificate of public convenience and necessity for the Village of Shelburne and replacing it with a certificate of public convenience and necessity for the Town of Shelburne, to include areas annexed from the Townships of Amaranth and Melancthon.

9. 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.

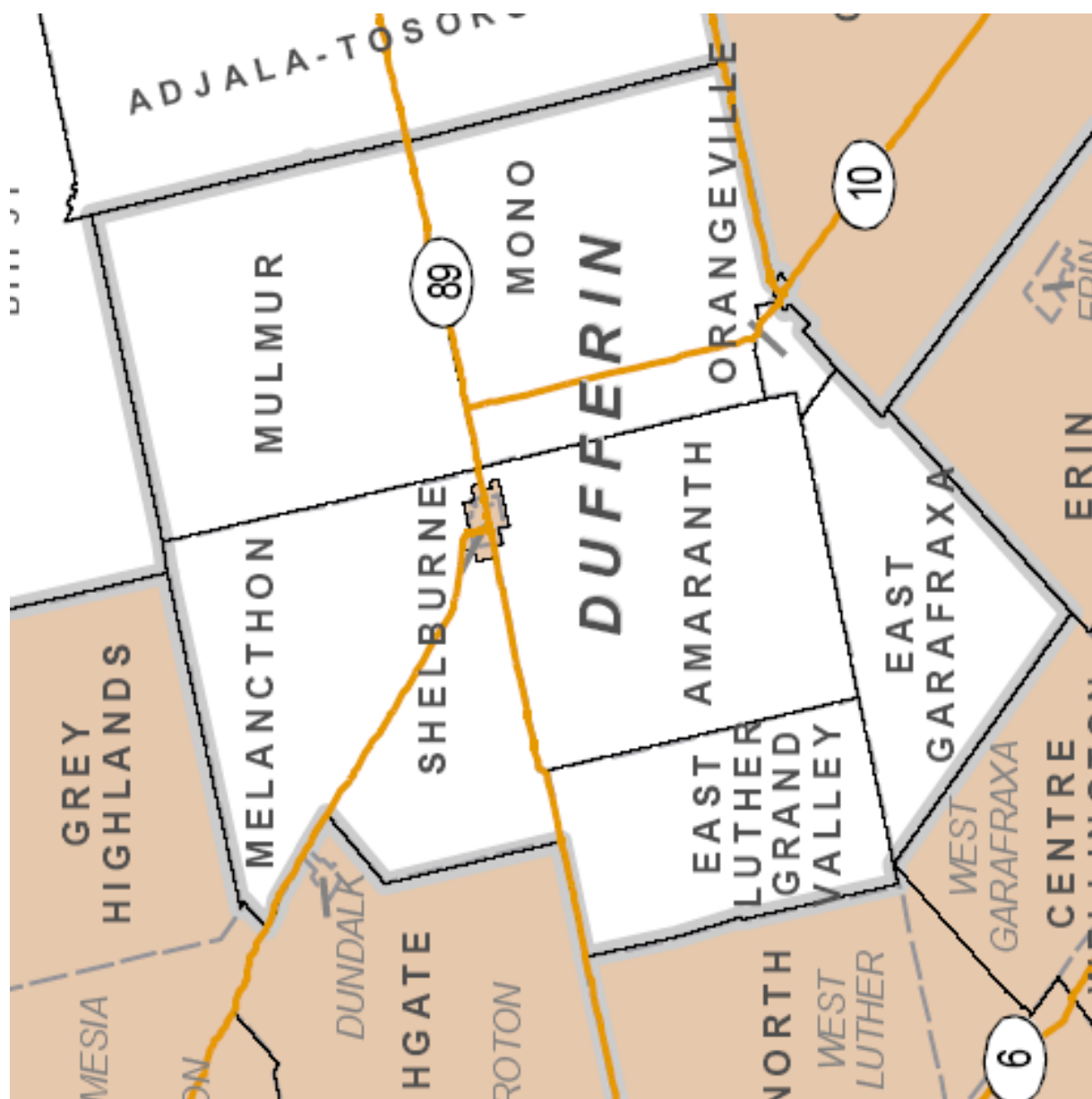
DATED at Toronto this 22nd day of July, 2008.

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



Tania Persad
Senior Legal Counsel, Regulatory
Tel: (416) 495-5891
Fax: (416) 495-5994
E-mail: Tania.persad@enbridge.com

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



BY-LAW NUMBER 8-1989

**A BY-LAW TO AUTHORIZE A FRANCHISE AGREEMENT
BETWEEN THE CORPORATION AND
THE CONSUMERS' GAS COMPANY LTD.**

WHEREAS the Council of the Corporation deems it expedient to enter into the attached franchise agreement with The Consumers' Gas Company Ltd.;

AND WHEREAS the Ontario Energy Board by its Order issued pursuant to The Municipal Franchises Act on the 14th day of December 19 88 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;


AND WHEREAS The Consumers' Gas Company Ltd. has provided the Corporation with a consent to the repeal of the By-law hereinafter referred to:

NOW THEREFORE BE IT ENACTED:

1. That the attached franchise agreement between the Corporation and The Consumers' Gas Company Ltd. is hereby authorized and the franchise provided for therein is hereby granted.
2. That the Mayor and 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.
3. That the By-law referred to in Schedule "A" annexed hereto and forming part of this By-law is hereby repealed insofar as it applies to any area within the present geographic limits of the Corporation.

ENACTED AND PASSED this 23. day of January 1989.


CLERK


Mayor

SCHEDULE "A"

By-Law No. 9-1966 passed by the Council of the Corporation
of the Village of Shelburne on the 4th day of July, 1966.

THE CONSUMERS' GAS COMPANY LTD.

FRANCHISE AGREEMENT

THIS AGREEMENT made this 23. day of January, 1989
BETWEEN:

THE CORPORATION OF THE TOWN
OF SHELBURNE

hereinafter called the "Corporation"

- and -

THE CONSUMERS' GAS COMPANY LTD.

hereinafter called the "Gas Company"

WHEREAS the Gas Company desires to distribute and sell 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 Mayor and the Clerk have been authorized and directed to execute this Agreement on behalf of the Corporation;

THEREFORE the Corporation and the Gas Company agree as follows:

I Definitions

1. In this Agreement:

- (a) "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;
- (b) "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 supply, transmission and distribution of gas in or through the Municipality;
- (c) "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;
- (d) "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;
- (e) "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.

II Rights Granted

1. To provide gas service.

The consent of the Corporation is hereby given and granted to the Gas Company to supply gas in the Municipality to the Corporation and to the inhabitants of the Municipality.

2. To use road allowance

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 supply, distribution and transmission of gas in and through the Municipality.

3. Duration of Agreement and Renewal Procedures.

The rights hereby given and granted shall be for a term of * twenty (20) years from the date of final passing of the By-law.

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. Nothing herein stated shall 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**.

III Conditions

1. Approval of Construction.

Before beginning construction of or any extension or change to the gas system (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 location, showing the highways in which it proposes to lay its gas system and the particular parts thereof it proposes to occupy. Geodetic information will not be required except in complex urban intersections in order to facilitate known projects, being projects which are reasonably anticipated by the Engineer/Road Superintendent. The Engineer/Road Superintendent may require sections of the gas system to be laid at a greater depth than required by C.S.A. Z184-M1986 to facilitate known projects. The location of the work as shown on the said plan must be approved by the Engineer/Road Superintendent before the commencement of the work and the timing, terms and conditions relating to the installation of such works shall be to his satisfaction.

Notwithstanding the provisions of the above noted paragraph, in the event it is proposed to affix a part of the gas system to a bridge, viaduct or structure, the Engineer/Road Superintendent may, if the Engineer/Road Superintendent approves of such location, require special conditions or a separate agreement.

No excavation, opening or work which shall disturb or interfere with the surface of the travelled portion of any highway shall be made or done unless a permit therefor has first been obtained from the Engineer/Road Superintendent and all works shall be done to his satisfaction.

The Engineer/Road Superintendent's approval, where required throughout this section, shall not be withheld unreasonably.

2. As Built Drawings.

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. After completion of the construction, where plans were initially filed, an "as built" plan of equal quality to the pre-construction plan or certification that the pre-construction plan is "as built" will be filed with the Engineer/Road Superintendent.

3. Emergencies.

In the event of an emergency involving the gas system, the Gas Company will proceed with the work and in any instance where prior approval of the Engineer/Road Superintendent is normally required, 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 having jurisdiction.

* The rights given and granted for a first agreement shall be for a term of 20 years. The rights given and granted for any subsequent agreement shall be for a term of not more than 15 years, unless both parties agree to extend the term to a term of 20 years maximum.

4. 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 any reasonable account therefor as certified by the Engineer/Road Superintendent.

5. 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.

6. 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 to provide, if it is feasible, 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 will share, as provided in clause III, 7 of this Agreement, in the cost of relocating or altering the gas system to facilitate continuity of gas service.

7. Pipeline Relocation.

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.

Where any part of the gas system relocated in accordance with this section is located on a bridge, viaduct or structure, the Gas Company shall alter or relocate, at its sole expense, such part of the gas system.

Where any part of the gas system relocated in accordance with this section 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:

- (a) 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,
- (b) 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,
- (c) the amount paid by the Gas Company to contractors for work related to the project,
- (d) the cost to the Gas Company for materials used in connection with the project, and
- (e) a reasonable amount for project engineering and project administrative costs which shall be 22.5% of the aggregate of the amounts determined in items (a), (b), (c) and (d) above.

The total relocation costs as calculated above shall be paid 35% by the Corporation and 65% by the Gas Company.

8. Notice to Drainage Superintendent.

In a case where the gas system may affect a municipal drain, the Gas Company shall file with the Drainage Superintendent, for purposes of the **Drainage Act**, or other person responsible for the drain, a copy of the plan required to be filed with the Engineer/Road Superintendent.

IV Procedural And Other Matters

1. Municipal By-laws of General Application.

This Agreement and the respective rights and obligations hereunto of the parties hereto are hereby declared to be subject to the provisions of all regulating statutes and all municipal by-laws of general application and to all orders and regulations made thereunder from time to time remaining in effect save and except by-laws which impose permit fees and by-laws which have the effect of amending this Agreement.

2. Giving Notice.

Notices may be given by delivery or by mail, and if mailed, by prepaid registered post, to the Gas Company at its head office or to the Clerk of the Corporation at its municipal offices, as the case may be.

3. Disposition of Gas System.

During the term of this Agreement, if the Gas Company abandons a part of its gas system affixed to a bridge, viaduct or structure, the Gas Company shall, at its sole expense, remove that part of its gas system affixed to the bridge, viaduct or structure.

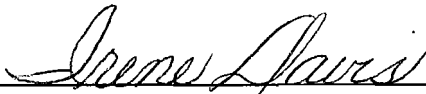
If at any time the Gas Company abandons any other part of its gas system, it shall deactivate that part of its gas system in the Municipality. Thereafter, the Gas Company shall have the right, but nothing herein contained shall require it, to remove its gas system. If the Gas Company fails to remove its gas system and the Corporation requires the removal of all or any of the 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 deactivated 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.

4. Agreement Binding Parties.


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

IN WITNESS WHEREOF the parties hereto have duly executed these presents with effect from the date first above written.

THE CORPORATION OF THE TOWN OF SHELBURNE



Mayor

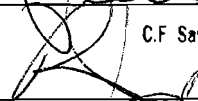


Clerk

THE CONSUMERS' GAS COMPANY LTD.



C.F. Safrance, Sr. Vice-President



R.J. Reid
Corporate Secretary

DATED

19

**THE CORPORATION OF THE TOWN
OF SHELBURNE**

- and -

THE CONSUMERS' GAS COMPANY LTD.

FRANCHISE AGREEMENT

THE CONSUMERS' GAS COMPANY LTD.

100 Simcoe Street
Toronto, Ontario
M5H 3G2

Attention: Legal Department

IN THE MATTER of The Municipal
Franchises Act, R.S.O. 1960,
Chapter 235 and amendments thereto;

AND IN THE MATTER of an application by The Consumers' Gas Company for a certificate of public convenience and necessity to construct works and to supply natural gas to the Village of Shelburne, in the County of Dufferin.

B E F O R E:

A.R. Crozier, Chairman } Friday, the 10th
A.B. Jackson, Vice Chairman } day of June, 1966.

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

UPON the Application of The Consumers' Gas Company (hereinafter called the Applicant) for a certificate pursuant to the provisions of The Municipal Franchises Act, R.S.O. 1960, Chapter 255 and amendments thereto and upon the hearing of such Application by the Board at the City of Toronto on the 10th day of June, 1966, after due notice had been given as directed by the Board in the presence of Counsel for the Applicant, no one else appearing, upon consideration of the evidence and exhibits produced at the hearing and upon hearing what was alleged by Counsel for the Applicant.

1. THIS BOARD DOETH ORDER that a Certificate of Public Convenience and Necessity be and the same is hereby granted to The Consumers ' Gas Company for the supply of natural gas to the inhabitants of the Village of Shelburne 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 11th day of July, A.D. 1966.

THE ONTARIO ENERGY BOARD

Board Secretary.
Pro Tempore.

COMPTON

April 19/97

Thence Easterly along the northerly limit of Part 1, Plan 45R-7373, 584.94 feet to a point in the easterly limit of Wallace Point Road;

Thence Southerly along the easterly limit of Part 1, Reference Plan 45R-7373, 812.34 feet to a point in the southerly limit of Lot 23, Concession 14, Township of Otonabee;

Thence Westerly along the southerly limit of said Lot 23, 182.09 feet to a point in the Westerly limit of the East half of the said Lot 23;

Thence Northerly along the line between the East and West halves of Lot 23, Concession 14, Township of Otonabee 397.73 feet to a point in the northern limit of Lot 22, Concession 14, Township of Otonabee;

Thence Westerly along the northern limit of Lot 22, Concession 14, Township of Otonabee to the north-west angle of the said lot;

Thence Southerly along the western limit of Lot 22, Concession 14, Township of Otonabee, 122.76 feet to a point;

Thence Westerly in a straight line across the road allowance between Concessions 14 and 15, of the said Township a distance of 66 feet more or less to a point in the easterly limit of Lot 22, Concession 15, Township of Otonabee, which lies 122.76 feet south of the north-east angle of the said Lot 22 as shown on plan attached to 367409;

Thence Westerly parallel with the Northern limit of said Lot 22, to a point on the line between the East and West halves of Lots 22 and 23, Concession 15, Township of Otonabee;

Thence Southerly parallel with the western limit of Lot 22, to a point on the southern limit of Lot 23, Concession 15, Township of Otonabee;

Thence Westerly parallel with the northern limit of the said Lot 22 to a point distant 825 feet east of the west limit of the said Lot 22;

Thence North 54 degrees and 42 minutes west through Lot 23, Concession 15, Township of Otonabee 590 feet more or less to the high-water mark of the Otonabee River as shown on plan attached to Instrument No. 367409;

Thence continuing in a north-westerly direction to the centre line of the Otonabee River;

Thence, in a general south-westerly direction along the centre line of the said River to its intersection with the extension of the west limit of Lot 23, Concession 15;

Thence Southerly in a straight line to the south-west angle of Lot 23, Concession 15, Township of Otonabee;

Thence Southerly in and along the westerly limit of Lot 22, Concession 15 to a point in the southern limit of the road allowance between Lots 21 and 22, Concession 15, Township of Otonabee;

Thence Easterly in and along the southerly limit of the road allowance between Lots 21 and 22, Concession 15 and in and along the southerly limit of the forced road known as Driscoll Road as shown on plan attached to Instrument No. 564029 and in and along the southerly limit of the road allowance between Lots 21 and 22, Concession 14, Township of Otonabee to a point in the westerly limit of the Wallace Point Road;

Thence Northerly in and along the westerly limit of the said Wallace Point Road to the point of commencement.

ORDER MADE UNDER THE
MUNICIPAL ACT
R. S. O. 1990, c. M.45

ORDER

WHEREAS The Corporation of the Town of Shelburne, The Corporation of the Township of Amaranth, The Corporation of the Township of Melancthon and the County of Dufferin have passed Council reso-

lutions supporting a restructuring proposal for the annexation of certain lands by the Corporation of the Town of Shelburne;

AND WHEREAS the restructuring proposal meets the requirements of section 25.2 of the *Municipal Act*;

NOW THEREFORE, under subsection 25.2 (4) of the *Municipal Act*, the Minister of Municipal Affairs and Housing orders as follows:

1. **Annexation** - On March 31, 1997, the portions of the Corporation of the Township of Amaranth and The Corporation of the Township of Melancthon (the "Townships") described in Schedules A and B (the "annexed area"), respectively, are annexed to The Corporation of the Town of Shelburne (the "Town").

2. **Pre-Election** - During the pre-election period from March 31, 1997, until November 30, 1997, the Townships and the Town, as restructured, shall be represented by the councillors who were the councillors for the Townships and the Town, respectively, on March 30, 1997.

3. **Real Property** - All real property of the Townships in the annexed area, including any highway, street fixture, waterline, easement and restrictive covenant running with the land, vests in the Town on March 31, 1997.

4. **Outstanding Taxes:** (1) **Collection** - All real property taxes, business taxes, charges or rates levied by the Townships in the annexed area, under any general or special Act, which are due and unpaid on March 30, 1997, shall be deemed to be taxes, charges or rates due and payable to the Town and may be collected by the Town.

(2) **Special Collector's Roll** - The Clerks of the Townships shall, on or before April 15, 1997, prepare and furnish to the Clerk of the Town a special collector's roll showing all arrears of real property taxes or special rates assessed against the land in the annexed area up to and including the 30th day of March, 1997, and the persons assessed therefore.

(3) **Payment** - The Town shall, within 60 days of the annexation, pay to each Township an amount equal to the amount of all taxes, charges or rates that the Town is entitled to collect in the annexed area, pursuant to subsection (1), in respect of the lands annexed from that Township.

5. **Official Plans and Zoning by-laws** - (1) On March 31, 1997, the official plans and zoning by-laws of the Townships, as they apply to the annexed area, and as approved under the *Planning Act* or a predecessor of that Act, become official plans and zoning by-laws of the Town and shall remain in force until amended or repealed.

(2) **Other By-laws** - On March 31, 1997, the by-laws of the Town extend to the annexed area and the by-laws of the Townships cease to apply to such area, except the by-laws provided for in subsection (1) and the by-laws of the Townships:

- (a) that were passed under the *Highway Traffic Act* or the *Municipal Act* that regulate the use of highways by vehicles and pedestrians and that regulate the encroachment or projection of buildings or any portion thereof upon or over highways;
- (b) that were passed under sections 45, 58 or 61 of the *Drainage Act* or a predecessor of those sections; and
- (c) conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the Townships,

which shall become the by-laws of the Town and shall remain in force until amended or repealed by the council of the Town.

(3) **Procedures Commenced** - If, prior to March 31, 1997, the Townships had commenced procedures to enact or to amend a by-law under any Act, or to adopt an official plan or an amendment to an official plan under the *Planning Act*, with respect to lands in the annexed area, and the by-law, official plan or amendment to it is not in force on March 31, 1997, the council of the Town may continue the process.

Dufferin
CG

6. **Assessment Roll** - For the purposes of the assessment roll to be prepared for the Town for the 1998 taxation year and thereafter, the annexed shall be deemed to be a part of the Town and the assessment roll for the annexed area shall be prepared on the same basis that the assessment roll for the Town is prepared.

AL LEACH,
Minister of Municipal Affairs and Housing

Dated at Toronto on March 27th, 1997.

SCHEDULE A

PORTION OF THE TOWNSHIP OF AMARANTH TO BE ANNEXED TO THE TOWN OF SHELburnE

All and Singular that certain parcel or tract of land and premises situate, lying and being in the Township of Amaranth, in the County of Dufferin, being composed of Part of the East and West Halves of Lot 31, Concession 2, containing by admeasurement 75.560 acres be the same more or less which may be described as follows:

PREMISING that the Easterly limit of the Road Allowance between Concessions 2 and 3 as widened, has an assumed bearing of North 9 degrees 39 minutes 30 seconds West and relating all bearings mentioned herein thereto;

COMMENCING at a point which may be described as follows:

BEGINNING at a point in the Southerly limit of the East Half of said Lot 31, distant 66.41 feet measured Westerly thereon from the South-easterly angle thereof;

THENCE North 9 degrees 48 minutes 30 seconds West, 13.58 feet to the point of commencement;

THENCE North 9 degrees 48 minutes 30 seconds West along the Westerly limit of the Road Allowance between Concessions 1 and 2 as widened by Instrument number 16461 a distance of 1,002.49 feet to a round iron bar;

THENCE South 74 degrees 10 minutes 10 seconds West, 1,966.47 feet to a round iron bar;

THENCE South 10 degrees 09 minutes 30 seconds East, 28.00 feet to a round iron bar;

THENCE South 74 degrees 23 minutes West, 1,487.70 feet to a point;

THENCE South 9 degrees 36 minutes 30 seconds East, 206.77 feet to a point in the Easterly limit of the Canadian Pacific Railway Right-of-Way;

THENCE South 36 degrees 45 minutes 50 seconds East along said Right-of-Way 631.83 feet to the beginning of a tangential curve to the right, having a radius of 2,865.00 feet, a chord of 208.02 feet, and a chord bearing of South 34 degrees 41 minutes East;

THENCE along said curve to the right an arc distance of 208.07 feet to its intersection with the Northerly limit of the Road Allowance between Lots 30 and 31, Concession 2, as widened by Instrument number 10461;

THENCE along said widened limit North 73 degrees 50 minutes 10 seconds East, 3,081.10 feet to the point of commencement;

SUBJECT to a Bell Telephone Easement over along and upon a strip of land 20 feet in perpendicular width, adjoining the Westerly limit of the hereinbefore described parcel of land, shown on a plan of survey by P.J. Williams, O.L.S., dated November 28, 1969, and attached to Instrument number 37866.

SCHEDULE B

PORTION OF THE TOWNSHIP OF MELANCTHON TO BE ANNEXED TO THE TOWN OF SHELburnE

Part of the East Half of Lot 2, Concession 2, Old Survey, Township of Melancthon, County of Dufferin Being more particularly described as Part 1 on Plan 7R-1470

ORDER MADE UNDER THE MUNICIPAL ACT R.S.O. c.M.45

COUNTY OF PRINCE EDWARD TOWN OF PICTON, VILLAGE OF BLOOMFIELD, VILLAGE OF WELLINGTON, TOWNSHIP OF AMELIASBURGH, TOWNSHIP OF ATHOL TOWNSHIP OF HALLOWELL, TOWNSHIP OF HILLIER TOWNSHIP OF NORTH MARYSBURGH, TOWNSHIP OF SOUTH MARYSBURGH TOWNSHIP OF SOPHIASBURGH

1. In this Order,

"County" means The Corporation of the County of Prince Edward as it existed on December 31, 1997;

"former municipalities" means The Corporation of the County of Prince Edward, The Corporation of the Town of Picton, The Corporation of the Village of Bloomfield, The Corporation of the Village of Wellington, The Corporation of the Township of Ameliasburgh, The Corporation of the Township of Athol, The Corporation of the Township of Hallowell, The Corporation of the Township of Hillier, The Corporation of the Township of North Marysburgh, The Corporation of the Township of South Marysburgh and The Corporation of the Township of Sophiasburgh as they existed on December 31, 1997;

"local board" means a local board as defined in section 1 of Ontario Regulation 143/96; and

"new municipality" means The Corporation of the County of Prince Edward as established on January 1, 1998.

2. (1) On January 1, 1998, the following municipalities are amalgamated under the name "The Corporation of the County of Prince Edward":

1. The Corporation of the County of Prince Edward
2. The Corporation of the Town of Picton
3. The Corporation of the Village of Bloomfield
4. The Corporation of the Village of Wellington
5. The Corporation of the Township of Ameliasburgh
6. The Corporation of the Township of Athol
7. The Corporation of the Township of Hallowell
8. The Corporation of the Township of Hillier
9. The Corporation of the Township of North Marysburgh
10. The Corporation of the Township of South Marysburgh
11. The Corporation of the Township of Sophiasburgh

(2) The new municipality is a city and a local municipality for all purposes.

(3) The new municipality stands in the place of the former municipalities and their local boards for all purposes.

THE ONTARIO ENERGY BOARD

IN THE MATTER of The Municipal Franchises Act, R.S.O. 1960, Chapter 235 and amendments thereto;

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

B E F O R E:

A.R. Crozier, Chairman } Friday, the 10th
A.B. Jackson, Vice Chairman } day of June, 1966.

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

UPON the Application of The Consumers' Gas Company (hereinafter called the Applicant) for a certificate pursuant to the provisions of The Municipal Franchises Act, R.S.O. 1960, Chapter 235 and amendments thereto and upon the hearing of such Application by the Board at the City of Toronto, on the 10th day of June, 1966, after due notice had been given as directed by the Board, in the presence of Counsel for the Applicant, no one else appearing, upon consideration of the evidence and exhibits produced at the hearing and upon hearing what was alleged by Counsel for the Applicant

1. THIS BOARD DOETH ORDER that a Certificate of Public Convenience and Necessity be and the same is hereby granted to The Consumers' Gas Company for the supply of natural gas to the inhabitants of the Township of Amaranth 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 14th day of July, A.D. 1966.

THE ONTARIO ENERGY BOARD

A.B. Jackson
Board Secretary,
Pro Tempore.

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
a certificate of public convenience
and necessity to construct works
and to supply natural gas to the
Township of Melancthon, in the
County of Dufferin.

B E F O R E:

A. B. Jackson, Vice Chairman	}	Wednesday,
E. A. Allcut, Member		the 3rd day
		of May, 1967.

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

UPON the Application of The Consumers' Gas Company (hereinafter called the Applicant) for a certificate pursuant to the provisions of The Municipal Franchises Act, R.S.O. 1960, Chapter 255 and amendments thereto and upon the hearing of such Application by the Board at the City of Toronto on the 3rd day of May, 1967, after due notice had been given as directed by the Board in the presence of Counsel for the Applicant, no one else appearing, upon consideration of the evidence and exhibits produced at the hearing and upon hearing what was alleged by Counsel for the Applicant.

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

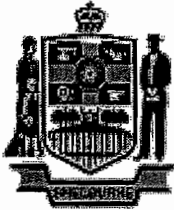
2. The Board fixes the costs of this Application at \$25.00 payable forthwith by the Applicant.

DATED AT TORONTO this 19th day of July, 1967.

ONTARIO ENERGY BOARD

Ray Staler
Secretary

THESE DOCUMENTS HAVE BEEN MICROFILMED



TOWN OF SHELburnE

Schedule G

COUNCIL RESOLUTION

No. 5

Date: June 9, 2008

Moved by:

Ken
Walter Benotto

Seconded by:

BE IT RESOLVED THAT Council approves the Franchise agreement between the Town of Shelburne and Enbridge Gas Distribution Inc as presented;

AND FURTHER instructs the Mayor and CAO to sign the agreements on behalf of the Town of Shelburne.

Carol J. Crewson

Certified a true copy of Resolution No. 5
of the Corporation of the Town of Shelburne
Passed on 9 day of June, 2008
.....
Dated this 10 day of July, 2008
Town Clerk

Requested Vote to be recorded

[] Yes

[] No

Councillor Walter Benotto
Councillor A.J. Cavey
Councillor Randy Chambers
Councillor Geoff Dunlop
Councillor Tom Egan
Deputy-Mayor Ken Bennington
Mayor Ed Crewson

Yea

Nay

[]

[]

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THE CORPORATION OF THE TOWN OF SHELBURNE (“CORPORATION”)

BY-LAW NUMBER _____

**A BY-LAW TO AUTHORIZE A FRANCHISE AGREEMENT
BETWEEN THE CORPORATION AND
ENBRIDGE GAS DISTRIBUTION INC.**

WHEREAS the Council of the Corporation 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 _____ day of _____, 20____ 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 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 the first and second time this _____ day of _____, 20____ .

Clerk

Reeve

Read the third time and ENACTED AND PASSED this _____ day of _____, 20____ .

Clerk

Reeve

Model Franchise Agreement

THIS AGREEMENT effective this day of , 20 .

BETWEEN: The Corporation of the Town of Shelburne 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 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 SHELBURNE

By: _____

By: _____

Duly Authorized Officer

ENBRIDGE GAS DISTRIBUTION INC.

By: _____

By: _____

DATED this day of , 20 .

THE CORPORATION OF THE
TOWN OF SHELburnE

- and -

ENBRIDGE GAS DISTRIBUTION INC.

FRANCHISE AGREEMENT

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

Attention: Regulatory Affairs Department