



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

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

VIA COURIER AND RESS

December 20, 2013

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 the Renewal of the Franchise Agreement
City of Barrie**

As the Franchise Agreement between the City of Barrie and Enbridge is set to expire on January 25, 2013, Enbridge wishes to apply to the Ontario Energy Board (the "Board") for an order granting approval of a new franchise agreement for the City of Barrie.

Enclosed please find two paper copies of the following:

- The aforementioned application;
- Schedule A – A map showing the location of the City of Barrie;
- Schedule B – The current By-Law 99-21 and Franchise Agreement dated January 25, 1999;
- Schedule C - The Certificate of Public Convenience and Necessity for the City of Barrie dated December 23, 1957;
- Schedule E – The signed Resolution from the City of Barrie, the form of the by-law and the proposed franchise agreement.

The application has been filed through the Board's Regulatory Electronic Submission System ("RESS"). The confirmation number has been included in the package.

December 20, 2013
Ms. Kirsten Walli
Page 2

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

The contact information for this matter follows below:

Enbridge Gas Distribution Inc. (Head Office)
500 Consumers' Road
Toronto, Ontario M2J 1P8
Tel: (416) 495-5499 or 1-888-659-0685
Fax: (416) 495-6072
Email: EGDRRegulatoryProceedings@Enbridge.com
Attn: Tania Persad
Senior Legal Counsel, Regulatory

Enbridge Gas Distribution Inc. (Regional Office)
Steve McGivery
Sr. Manager, Operations, Central Region East

Sincerely,

[original signed by]

Lorraine Chiasson
Regulatory Coordinator

Attachment

cc: Tania Persad – EGD, Senior Legal Counsel, Regulatory
Steve McGivery – Sr. Manager Operations, Central Region East

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 City of Barrie.

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 City of Barrie (“Corporation”) is a municipal Ontario corporation with its head office at 70 Collier Street, Barrie, Ontario L4M 4T5. The Corporation’s Clerk is Ms. Dawn McAlpine. Attached hereto and marked as Schedule “A” is a map showing the geographical location of the City of Barrie (“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 99-21 enacted January 25, 1999.

4. The Applicant possesses a Certificate of Public Convenience and Necessity for the geographical area of the City of Barrie. Attached hereto and marked as Schedule “C” is the Certificate of Public Convenience and Necessity for the City of Barrie (FBC 165).
5. The Applicant wishes to renew its municipal gas franchise with the Corporation and to continue serving the Municipality in accordance with the Certificates. The Applicant respectfully submits that it is in the public interest to do so. Attached hereto and marked as Schedule “D” is the Corporation’s 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”).
6. 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.
7. 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; and
 - 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.

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.

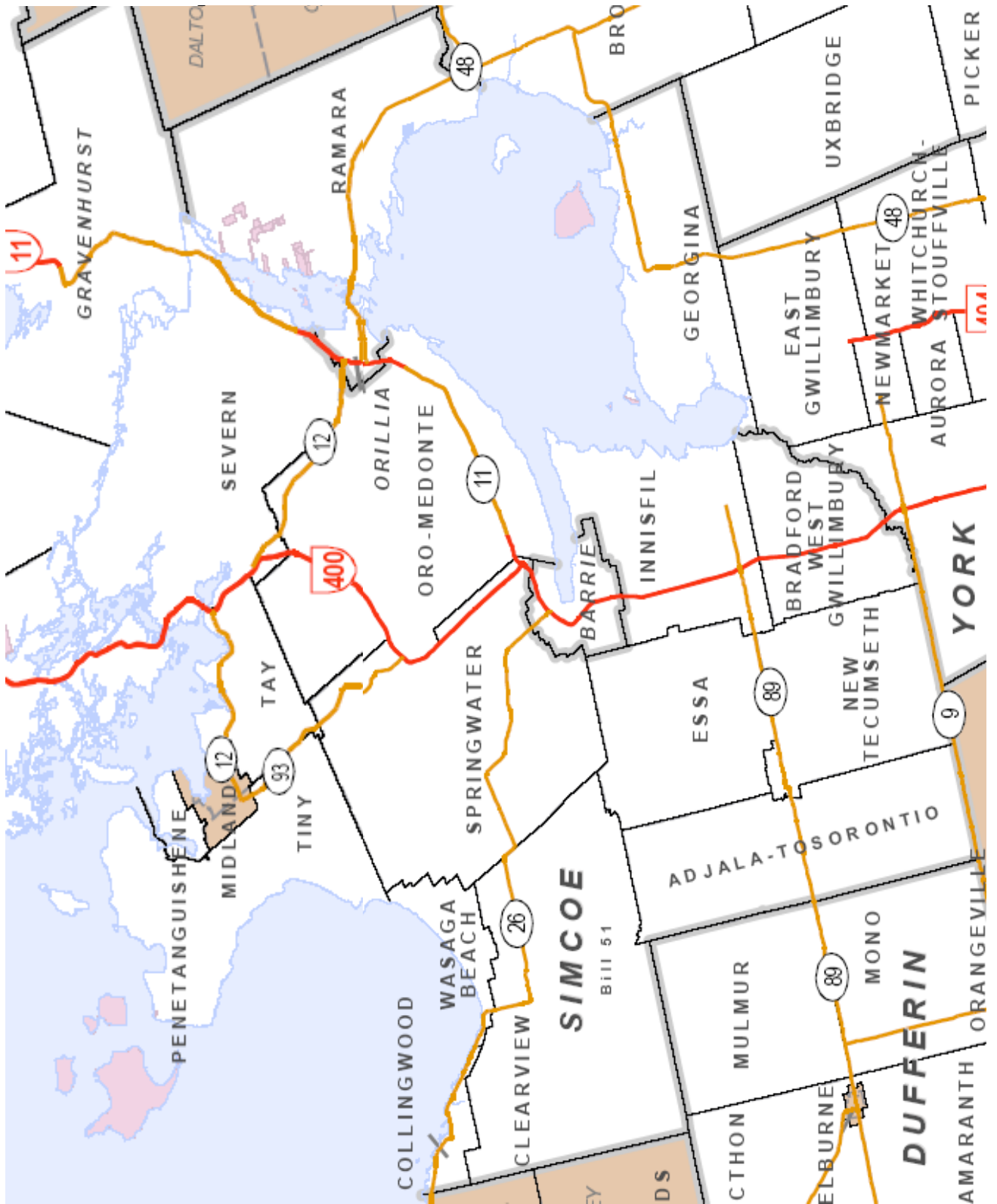
DATED at Toronto this 20th day of December, 2013.

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

[original signed]

Tania Persad
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



Bill No. 19

BY-LAW NUMBER 99-21

A By-law of The Corporation of the City of Barrie to authorize the execution of an Agreement between the Corporation and the Consumers' Gas Company Ltd.

WHEREAS, The Council of the Corporation of the City of Barrie adopted By-law 77-169 on the 11th day of September, 1978 which authorized the City of Barrie to enter into a franchise agreement with the Consumers' Gas Company;

AND WHEREAS the franchise agreement with Consumers' Gas Company expired on September 10, 1998:

AND WHEREAS, pursuant to Municipal Franchise Act, R.S.O. 1990, c. M.55, Section 9 and 10, the City of Barrie requested the Ontario Energy Board to make an Order dispensing with the assent of the municipal electors and to grant to Consumers' Gas Company Ltd. the right to construct and operate works for the distribution of gas; to extend or add to the works; and to supply gas to the inhabitants of the municipality;

AND WHEREAS, the Ontario Energy Board by its Order issued pursuant to The Municipal Franchise Act on the 8th day of December, 1998, has approved the terms and conditions upon which, and the period for which the franchise provided for in the agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of the By-law is not necessary;

AND WHEREAS, the Council of The Corporation of the City of Barrie by resolution 98-A-504 deems it expedient to enter into such franchise agreement.

NOW THEREFORE, the Council of the Corporation of the City of Barrie hereby enacts as follows:

1. That the franchise agreement attached hereto between The Corporation of the City of Barrie and The Consumers' Gas Company Ltd. is hereby authorized and the franchise provided for therein is hereby granted. The rights hereby given and granted shall be for a term of fifteen (15) years from the date of passing this by-law.
2. That the Mayor and the Clerk are hereby authorized and instructed on behalf of The Corporation of the City of Barrie 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 as Schedule "A"

THIS By-law shall come into force and effect upon the day of passing thereof.

READ a first and second time this 25th day of January, 1999.

READ a third time and finally passed this 25th day of January, 1999.

THE CORPORATION OF THE CITY OF BARRIE

"I, E. Johan Charlebois, Deputy City Clerk of the City of Barrie do hereby certify, under my hand and seal of the City, the above to be a true and correct copy of Bylaw

DATED: Jan 27/99
BARRIE, ONTARIO

E. Johan Charlebois

James Laing
MAYOR

[Signature]
CLERK

THE CONSUMERS' GAS COMPANY LTD.

FRANCHISE AGREEMENT

THIS AGREEMENT made this
BETWEEN:

25th

day of

January

, 19 99

THE CORPORATION OF THE CITY
OF BARRIE

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 allowances.

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 fifteen (15) 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 19 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 CAN/CSA- Z184-M92 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 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.

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.

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 CITY OF BARRIE

James Laking
Mayor

[Signature]
Clerk

AUTHORIZED BY BY-LAW NO. 99-21 PASSED BY THE
COUNCIL OF THE CORPORATION OF THE CITY OF BARRIE
ON Jan 25, 1999

THE CONSUMERS' GAS COMPANY LTD.



[Signature]
[Signature]
John S. Williamson
Senior Legal Counsel
& Corporate Secretary

DATED *January 25th*

19 *99*

THE CORPORATION OF THE CITY OF BARRIE

- and -

THE CONSUMERS' GAS COMPANY LTD.

FRANCHISE AGREEMENT

THE CONSUMERS' GAS COMPANY LTD.
Atria III, Suite 1100
2225 Sheppard Avenue East
North York, Ontario
M2J 5C2

Attention: Legal Department

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

**AND IN THE MATTER OF an Application
by The Consumers' Gas Company for
a certificate of Public Convenience
and Necessity to construct works and
to supply natural gas to the Town of
Barrie in the County of Simcoe**

B E F O R E:

A. R. Crozier, Chairman	} Tuesday, the 19th day
W. R. Howard, Commissioner	

**CERTIFICATE OF PUBLIC CONVENIENCE
AND NECESSITY**

**UPON THE APPLICATION of The Consumers' Gas Company
(hereinafter referred to as the "Applicant") for a certificate
pursuant to the provisions of The Municipal Franchises Act,
R. S. O. 1950 Chapter 249 and amendments thereto and upon
the hearing of such application by the Board in the City
of Toronto on the 19th day of November, 1957, after due notice
of such hearing had been given as directed by the Board, in
the presence of Counsel for the Applicant, no one else appearing,
upon consideration of the evidence and exhibits produced at
the hearing and upon hearing what was alleged by Counsel aforesaid,**

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

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

DATED at Toronto this 23rd day of December 1957.

ONTARIO FUEL BOARD

.....
Chairman

.....
Commissioner

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

**AND IN THE MATTER OF an Application
by The Consumers' Gas Company for
a Certificate of Public Convenience
and Necessity to construct works and
to supply natural gas to the Town of
Barrie in the County of Simcoe**

**CERTIFICATE OF PUBLIC CONVENIENCE
AND NECESSITY**

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

CITY HALL
70 COLLIER STREET
TEL. (705) 726-4242
FAX (705) 739-4243



THE CORPORATION OF THE CITY OF BARRIE
City Clerk's Office
"Committed to Service Excellence"

P.O. BOX 400
BARRIE, ONTARIO
L4M 4T5

December 19, 2013

File: E06-MU

Enbridge Gas
PO Box 650
Scarborough, ON M1K 5E3

Attention: Lorraine Chiasson, Regulatory Coordinator, Regulatory Affairs

Dear Ms. Chiasson:

REFERENCE: CITY OF BARRIE MOTION 13-G-308 – ENBRIDGE GAS FRANCHISE AGREEMENT

On behalf of the Council of the City of Barrie I wish to advise you that Council adopted the following resolution at its City Council meeting held on December 16, 2013:

13-G-308 ENBRIDGE GAS FRANCHISE AGREEMENT

1. That the form of draft by-law attached as Appendix "A" and the model franchise agreement between the Corporation and Enbridge Gas Distribution Inc. attached as Appendix "B" to Staff Report CAM002-13 be approved, and that such documents be submitted to the Ontario Energy Board for approval pursuant to the provisions of Section 9 of the Municipal Franchises Act.
2. That the Ontario Energy Board be requested to make an order declaring and directing that the assent of the municipal electors to the attached by-law (including the franchise agreement forming part thereof) is not necessary pursuant to Section 9(4) of the Municipal Franchises Act.
3. That the Mayor and City Clerk be authorized to execute any and all agreements and ancillary documents, relating to the franchise agreement that may be requisite, following receipt of the necessary approval by the Ontario Energy Board, and that the City Clerk be authorized to prepare a by-law authorizing same. (CAM002-13) (File: E06-MU)

If you have any questions concerning the above, please do not hesitate to contact the City Clerk's Office.

Yours truly,

A handwritten signature in cursive script that reads "Lisa Pearson".

Lisa Pearson
Committee and Print Supervisor

LP/tm

cc: M. Nugent, Engineering Department

CITY HALL
70 COLLIER STREET
TEL. (705) 726-4242
FAX (705) 739-4243



P.O. BOX 400
BARRIE, ONTARIO
L4M 4T5

THE CORPORATION OF THE CITY OF BARRIE
City Clerk's Office
"Committed to Service Excellence"

December 19, 2013

File: E06-MU

Enbridge Gas
500 Consumers Road
North York, ON M2J 1P8

Attention: Lorraine Chiasson, Regulatory Coordinator, Regulatory Affairs

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3. That the Mayor and City Clerk be authorized to execute any and all agreements and ancillary documents, relating to the franchise agreement that may be requisite, following receipt of the necessary approval by the Ontario Energy Board, and that the City Clerk be authorized to prepare a by-law authorizing same. (CAM002-13) (File: E06-MU)

If you have any questions concerning the above, please do not hesitate to contact the City Clerk's Office.

Yours truly,

A handwritten signature in black ink, appearing to read "Lisa Pearson", is written over a horizontal line.

Lisa Pearson
Committee and Print Supervisor

LP/tm

cc: M. Nugent, Engineering Department