



uniongas

A Spectra Energy Company

March 2, 2009

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

Dear Ms. Walli:

**Re: The Corporation of the City of London
Franchise Agreement and Certificate of Public Convenience and Necessity**

Attached is an Application by Union Gas Limited for Orders of the Board with respect to a Franchise Agreement and Certificate of Public Convenience and Necessity with the Corporation of the City of London. An agreement has been reached between Union and the City of London with regards to the terms and conditions of the proposed Franchise Agreement.

Should you have any questions, please do not hesitate to contact me. I look forward to receipt of your instructions.

Yours truly,

[Original signed by]

Patrick McMahon
Manager, Regulatory Research and Records
pmcmahon@uniongas.com
(519) 436-5325

PM/gm

Encl.

ONTARIO ENERGY BOARD

IN THE MATTER OF the *Municipal Franchises Act*, R.S.O. 1990, c.M.55, s.9 as amended;

AND IN THE MATTER OF an Application by Union Gas Limited for an Order approving the terms and conditions upon which, and the period for which, the Corporation of the City of London is, by by-law, to grant to Union Gas Limited the right to construct and operate works for the distribution, transmission and storage of natural gas and the right to extend and add to the works in the City of London;

AND IN THE MATTER OF an Application by Union Gas Limited for an Order directing and declaring that the assent of the municipal electors of the Corporation of the City of London to the by-law is not necessary;

AND IN THE MATTER OF an Application by Union Gas Limited for an Order cancelling and superseding Union's existing Certificate of Public Convenience and Necessity for the City of London (F.B.C. 270) and those parts of F.B.C. 259, P.F.M. 582 and F.B.C. 99 related to the areas of former municipalities annexed by the City of London and replacing them with a single Certificate of Public Convenience and Necessity for the Corporation of the City of London except for those areas covered by Certificate of Public Convenience and Necessity E.B.C. 111, 119 held by Natural Resource Gas Limited.

-: UNION GAS LIMITED :-

1. Union Gas Limited ("Union"), a regulated public utility, is a corporation incorporated under the laws of the Province of Ontario, with its head office at the Municipality of Chatham-Kent, in the Province of Ontario.
2. The Corporation of the City of London (the "Municipality") is a municipal corporation incorporated under the laws of the Province of Ontario. Attached hereto and marked as Schedule "A" is a map showing the location of the Municipality.
3. Union applied to the Council of the Municipality for a franchise permitting Union to construct and operate works for the distribution, transmission and storage of natural gas and the right to extend and add to the works in the City of London.
4. On February 2, 2009, the Council of the Municipality gave approval to the form of a Franchise Agreement in favour of Union and for Union to apply to the Ontario Energy Board for approval of the terms and conditions upon which and the period for which the Franchise Agreement is proposed to be granted.

5. Attached hereto as Schedule "B" is a copy of the Resolution of the Council of the Municipality approving the form of the proposed Franchise Agreement.
6. Attached hereto as Schedule "C" is the form of the By-law, Bill No. 76, authorizing a Franchise Agreement between the Municipality and Union and a copy of the proposed Franchise Agreement.
7. Union has a Franchise Agreement, E.B.A. 294, with the City of London effective May 7, 1979, which expires May 7, 2009. The 1979 By-law P.U.-434-223, renewing the franchise agreement with the City of London, uses the following definition of "municipality":

"Municipality" means the territorial limits of the City of London as constituted on the date when this by-law takes effect or as it may from time to time be constituted during the term of this by-law."

Consequently, in Union's opinion, the 1979 franchise agreement for the City of London extends to those areas of the former Town of Westminster and the former Townships of Delaware, London, North Dorchester and West Nissouri which were annexed by the City of London in 1989 and 1993.
8. Union also has a Certificate of Public Convenience and Necessity, F.B.C. 270, dated November 5, 1958, granting Union the right to construct works to supply natural gas within the City of London and the former Township of London. Union has a Certificate of Public Convenience and Necessity with the former Township of Westminster (the former Town of Westminster (1988)) and the former Township of North Dorchester, F.B.C. 259, dated March 17, 1959. Union has a Certificate of Public Convenience and Necessity with the former Township of Delaware granted by the Ontario Municipal Board, P.F.M 582, dated November 26, 1952. Union has a Certificate of Public and Necessity with the former Township of West Nissouri, F.B.C. 99, dated June 12, 1957.
9. Natural Resource Gas Limited (NRG) has a Franchise Agreement (E.B.A. 368) for the former Township of Westminster which expires in 2012, and a limited Certificate of Public Convenience and Necessity (E.B.C. 111, 119) for the former Township of Westminster, dated May 5, 1982. The Order for E.B.C. 111, 119 outlines the parcels and certain tracts of land within the former Township of Westminster that are covered by the NRG Certificate. This Order is attached as Schedule "D".
10. Union has Franchise Agreements and Certificates of Public Convenience and Necessity for the County of Middlesex; the County of Elgin; the Municipality of Central Elgin; the Township of Southwold; the Municipality of Thames Centre (the former Townships of North Dorchester and West Nissouri), which are immediately adjacent to the Municipality. The nearest natural gas utility other than Union is Natural Resource Gas Limited.
11. The proposed Franchise Agreement covers the same territory as that covered by the existing Franchise Agreement.

12. The proposed Franchise Agreement is in the form of the 2000 Model Franchise Agreement with no amendments and is for a term of twenty (20) years.
13. The address of the Municipality is as follows:

The Corporation of the City of London
300 Dufferin Avenue
P.O. Box 5035
London, ON N6A 4L9
Attention: Mr. Kevin Bain, City Clerk
Telephone: (519) 661-4500 Fax: (519) 661-4892

The address for Union's district office is:

Union Gas Limited
109 Commissioners Road
London, ON N6A 4P1
Attention: Mr. Shawn Khoshaien, District Manager, London/Sarnia
Telephone: (519) 667-4109 Fax: (519) 667-4299

14. Union now applies to the Ontario Energy Board for:
 - (a) an Order under s.9(3) approving the terms and conditions upon which, and the period for which, the Municipality is, by by-law, to grant Union Gas the right to construct and operate works for the distribution, transmission and storage of natural gas and the right to extend and add to the works;
 - (b) an Order pursuant to s.9(4) directing and declaring that the assent of the municipal electors of the Municipality is not necessary for the proposed franchise by-law under the circumstances; and
 - (c) an Order cancelling and superseding Union's existing Certificate of Public Convenience and Necessity for the City of London (F.B.C. 270) and those parts of F.B.C. 259, P.F.M. 582 and F.B.C. 99 related to the areas of former municipalities annexed by the City of London and replacing them with a single Certificate of Public Convenience and Necessity for the Corporation of the City of London except for those areas covered by Certificate of Public Convenience and Necessity E.B.C. 111, 119 held by Natural Resource Gas Limited.

DATED at the Municipality of Chatham-Kent, in the Province of Ontario this 2nd day of March, 2009.

UNION GAS LIMITED

[Original signed by]

Dan Jones
Assistant General Counsel

Comments respecting this Application should be directed to:

Mr. Patrick McMahon
Manager, Regulatory Research and Records
Union Gas Limited
50 Keil Drive North
Chatham, ON N7M 5M1
pmcmahon@uniongas.com
Telephone: (519) 436-5325

[illegible]

Schedule "A"



London
CANADA

300 Dufferin Avenue
P.O. Box 5035
London, ON
N6A 4L9

RECEIVED

FEB 06 2009

City Solicitor's Office

February 3, 2009

J. P. Barber
City Solicitor
Room 1014

P. McNally
Acting General Manager of Environmental & Engineering Services & City Engineer
Room 1006

I hereby certify that the Municipal Council, at its session held on February 2, 2009, resolved:

11. That, on the recommendation of the City Solicitor and the Acting General Manager of Environmental and Engineering Services & City Engineer, the following actions be taken with respect to a Franchise Agreement between The Corporation of the City of London and Union Gas Limited:

- (a) the attached proposed by-law **BE INTRODUCED** at the Municipal Council meeting to be held on February 2, 2009 for the purpose of approving the Franchise Agreement between the City and Union Gas, substantially in the form attached hereto and satisfactory to the City Solicitor;
- (b) the third reading of the said by-law **BE WITHHELD** until after the Franchise Agreement has been approved by the Ontario Energy Board; and
- (c) the Mayor and the City Clerk **BE AUTHORIZED** to execute the Franchise Agreement on behalf of the municipality;

it being noted that the by-law and Agreement require approval by the Ontario Energy Board. (W12-00) (11/6/BC)

Kevin Bain
City Clerk
/crg

- c. Wes Armstrong, c/o Union Gas Limited, P.O. Box 2001, 50 Keil Drive North, Chatham ON N7M 5M1
- ✓ D. Mounteer
- G. Irwin
- J. Lawrence
- Documentation Services Representative

11
Bill No.

76

By-law No.

A By-law to authorize a Franchise Agreement between The Corporation of the City of London and Union Gas Limited; and to authorize the Mayor and City Clerk to execute the Agreement.

WHEREAS section 5(3) of the *Municipal Act, 2001* S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS it is deemed expedient for The Corporation of the City of London (the "City") to enter into a Franchise Agreement with Union Gas Limited ("Union Gas"), whereby Union Gas would be authorized to distribute, store and transmit natural gas within the City of London upon the terms and conditions contained in the attached Agreement;

AND WHEREAS it is appropriate to authorize the Mayor and City Clerk to execute the Agreement on behalf of the City;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Agreement attached as Schedule "A" to this By-law, being a Franchise Agreement between the City and Union Gas Limited is hereby AUTHORIZED AND APPROVED.
2. The Mayor and City Clerk are authorized to execute the Agreement authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council

, 2009

Anne Marie DeCicco-Best
Mayor

Kevin Bain
City Clerk

First reading -
Second reading -
Third reading -

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APPENDIX 'A'

2000 Model Franchise Agreement

THIS AGREEMENT effective this day of , 20

BETWEEN:

**THE CORPORATION OF THE CITY OF
LONDON**

hereinafter called the "Corporation"

- and -



uniongas

LIMITED

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

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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 of this Agreement, the Model Franchise Agreement is changed, then on the 7th anniversary and on the

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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 therefore 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

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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:

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- (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,

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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. Other Conditions

Notwithstanding the cost sharing arrangements described in Paragraph 12, if any part of the gas system altered or relocated in accordance with Paragraph 12 was constructed or installed prior to January 1, 1981, the Gas Company shall alter or relocate, at its sole expense, such part of the gas system at the point specified, to a location satisfactory to the Engineer/Road Superintendent.

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19. **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
CITY OF LONDON**

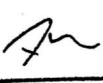
Per: _____
Anne Marie DeCicco-Best, Mayor

Per: _____
Kevin Bain, Clerk

UNION GAS LIMITED

Per: _____
Michael R. Birmingham, Vice President

Per: _____
Curt Bernardi, Assistant Secretary

CITY SOLICITOR'S OFFICE CITY OF LONDON	
DATE: Jan 19/09	
APPROVED AS TO FORM ONLY	

Was Page 1. See Image [OEB:113FC-0:1]

E.B.C. 111 and 119

IN THE MATTER OF the Municipal Franchises Act, R.S.O.
1980, c. 309;

AND IN THE MATTER OF applications by Natural Resources
Gas Limited for certificates of public convenience and necessity
to construct works to supply and to supply gas in the Townships
of Southwest Oxford, North Dorchester, South Dorchester,
Westminster, Norfolk and Bayham, the Villages of Belmont,
Port Burwell, Springfield and Vienna and the Town of Aylmer.

BEFORE: R. H. Clendining, Chairman and Presiding Member

H. R. Chatterson, Member

R. R. Perdue, Member

October 15, 1981

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

UPON the applications of Natural Resource Gas Limited ("NRG") for certificates of public convenience
and necessity to construct works to supply gas in the municipalities referred to above;

AND UPON the applications having been heard in Toronto on September 9, 1981, in the presence of
counsel for NRG, for Union Gas Limited and for the Board, no one else appearing, and Reasons for
Decision having been delivered on October 15, 1981:

Was Page 2. See Image [OEB:113FC-0:2]

IT IS ORDERED THAT a certificate of public convenience and necessity be and the same is hereby
granted to NRG to construct works to supply and to supply gas in:

1. the Village of Belmont

2. the Township of South Dorchester

3. the Village of Port Burwell

4. the Town of Aylmer 16
5. the Village of Springfield 17
6. the Village of Vienna 18
7. those areas of the Townships of Southwest Oxford, North Dorchester, Westminister, Norfolk and Bayham set out in Appendix "A" to this order. 19

ISSUED at Toronto this 5th day of May, 1982. 20

ONTARIO ENERGY BOARD 21

<signed>
Imelda Walker
Assistant Board Secretary

Was Page 1. See Image [\[OEB:113FC-0:3\]](#) 22

Appendix "A" To Board Order

E.B.C. 111 and 119 dated May, 5th, 1982. 23

<signed>
Imelda Walker
Assistant Board Secretary 24

TOWNSHIP OF WESTMINSTER 25

ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the Township of Westminister, in the Country of Middlesex, and being composed of the following: 26

1. The whole of Lots 3, 4, 5 and 6 in Concession 8. 27
2. The whole of Lots 1, 2, 3, 4, 5 and 6, in Concession 7. 28
3. The whole of Lots 1, 2 and 3 in each of Concessions 3, 4, 5 and 6. 29
4. The south halves of Lots 4, 5 and 6, in Concession 6. 30
5. Those parts of Lots 1, 2, 3 and 4 in Concession 2 lying south of Highway 401.

6. That part of the east half of Lot 5 in Concession 2 lying south of Highway 401.

31

7. Those customers on the west side of Highway 74 to a depth of 200 feet from the said Highway, from the dividing line between the north and south halves of Lot 1 in Concession 1 to Highway 401 lying in Lot 1 in Concession 2.

32

Was Page 2. See Image [\[OEB:113FC-0:4\]](#)

8. The north half of Lot 1 in Concession 1.

33

9. The whole of Lot 1 in the Broken Front Concession.

34

TOWNSHIP OF NORTH DORCHESTER

35

ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the Township of North Dorchester, in the County of Middlesex, and being composed of the following:

36

1. The whole of Lot 24 in Concession A.

37

2. The north half of Lot 24, in Concession B.

38

3. Those customers along the east side of Highway 74 to a depth of 200 feet from the said Highway, from the dividing line between the north and south halves of Lot 24, in Concession B to Highway 401 lying in Lot 24, in Concession 1.

39

4. Those parts of Lots 21, 22, 23 and 24, in Concession 1 lying south of Highway 401.

40

5. The whole of Lots 21, 22, 23 and 24 in each of Concessions 2, 3, 4, 5 and 6.

41

6. The west half of the southerly quarter of Lot 20 in Concession 5.

42

7. The whole of Lot 20, in Concession 6, save and except the northeasterly quarter thereof.

43

Was Page 3. See Image [\[OEB:113FC-0:5\]](#)

8. The south halves of Lots 11, 12, 13, 14, 15, 16, 17, 18 and 19, in Concession 6.

44

9. The whole of Lots 6, 7, 8, 9 and 10 in each of Concessions 2, 3, 4, 5 and 6.

45

10. Those parts of Lots 6, 7, 8, 9 and 10 in Concession 1 lying South of Highway 401.

46

47

11. The south halves of Lots B, 1, 2, 3, 4 and 5, in Concession 6.

48

12. The whole of Lot A in each of Concessions 2, 3, 4, 5 and 6.

49

13. That part of Lot A, in Concession 1 lying south of Highway 401.

50

TOWNSHIP OF SOUTHWEST OXFORD

51

ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the Township of Southwest Oxford in the County of Oxford, formerly in the Township of Dereham in the County of Oxford, and being composed of the following:

1. The whole of Lots 15 to 23, both inclusive, in Concession 1.

52

2. The whole of Lot 24, in Concession 1, save and except that part of the said Lot lying north of Highway 401.

53

Was Page 4. See Image [\[OEB:113FC-0:6\]](#)

54

3. The whole of Lots 15 to 28, both inclusive, in each of Concessions 2 to 12, both inclusive.

55

4. The southerly quarter of Lot 14, in Concession 10.

56

5. The southerly quarter of Lot 14, in Concession 11.

57

TOWNSHIP OF BAYHAM

58

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Township of Bayham, in the County of Elgin, and being composed of the whole of the said Township of Bayham, saving and excepting therefrom the following:

1. The whole of Lots 15, 16, 17, 18, 19, 20 and 21, in Concession 11.

59

2. The whole of Lots 20, 21, 22, 23, 24 and 25, in Concession 10.

60

3. The whole of Lots 20, 21, 22, 23, 24, 25, 26, 27 and 28, in Concession 9.

61

4. The southerly 200 feet of Lots 17, 18 and 19, in Concession 9.

62

5. The northerly 200 feet of Lots 17, 18 and 19 in Concession 8.

63

6. The north half of Lot 20, in Concession 8.

64

Was Page 5. See Image [\[OEB:113FC-0:7\]](#)

7. Those parts of Lots 21, 22, 23 and 24, in Concession 8 lying north of the road which runs in a generally easterly and westerly direction through such Lots and commonly known as Ridge Road. However, the property of Mr. John Siemens Jr., R.R.1, Eden, Ontario (part of Lot 23, Concession 8) is to continue to be served by Natural Resource Gas Limited.

65

8. The whole of Lots 26, 27 and 28, in Concession 8.

66

TOWNSHIP OF NORFOLK

67

ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the Township of Norfolk, in the Regional Municipality of Haldimand-Norfolk (formerly in the Township of Houghton, in the County of Norfolk) and being composed of all of the lands and premises situate, lying and being in the lands formerly known as the Township of Houghton, save and except the following:

68

1. The whole of Gore Lot A.

69

2. The north half of Gore Lot B.

70

(FORMERLY MIDDLETON)

71

ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the Township of

72

Was Page 6. See Image [\[OEB:113FC-0:8\]](#)

Norfolk, in the Regional Municipality of Haldimand-Norfolk, formerly in the Township of Middleton, in the County of Norfolk, and being composed of the following:

73

1. The south quarters of Lots 1 and 2, in Concession 1, North of Talbot Road.

74

2. The whole of Lots 1 and 2, in each of Concessions 1 and 2, South of Talbot Road.

75

(FORMERLY NORTH WALSINGHAM)

76

ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in Township of Norfolk, in the Regional Municipality of Haldimand-Norfolk, formerly in the Township of North Walsingham in the County of Norfolk, and being composed of the following:

77

78

1. The whole of Lot 1 in each of Concessions 11, 12, 13 and 14. 79
 2. The whole of Lot 1 in Concession 10, save and except all of the southerly 200 feet of the said Lot except the westerly 200 feet of the said southerly 200 feet. 80
 3. The whole of Lot 1 in Concession 9, save and except all of the northerly 200 feet of the said lot except the westerly 200 feet of the said northerly 200 feet. 81
- Was Page 7. See Image [\[OEB:113FC-0:9\]](#)
4. The whole of Lots 1 in each of Concessions 7 and 8. 81
 5. The south halves of each of Lots 2, 3, 4 and 5 in Concession 7. 82
- (FORMERLY SOUTH WALSINGHAM) 83
- ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the Township of Norfolk, in the Regional Municipality of Haldimand-Norfolk, formerly in the Township of South Walsingham, in the County of Norfolk, and being composed of the following: 84
1. The whole of Lots 1, 2, 3, 4 and 5, in each of Concessions 1, 2, 3, 4, 5 and 6. 85
 2. The whole of Lots 1, 2, 3, 4 and 5, in each of Ranges A and B. 86
 3. The whole of Marsh Lots 1, 2, 3, 4 and 5. 87
 4. The whole of Gore Lot E, in Concession 3. 88
 5. The whole of Gore Lot D in Concession 2. 89
 6. The whole of Gore Lot C in Concession 1. 90
 7. The whole of Gore Lot B, in Range A. 91
 8. The whole of Gore Lot A, in Range B. 92