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OSLER

Toronto

June 19, 2015

Montréal

Patrick G. Welsh
Direct Dial: 416.862.5951
PWelsh@osler.com
Our Matter Number: 1144688

Ottawa

Sent By Electronic Mail, Regular Mail and RESS Electronic Filing

Calgary

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

New York

Dear Ms. Walli:

**EB-2015-____ - Franchise Renewal Application – Natural Resource Gas Limited
and the Township of Malahide**

Please find enclosed an Application by Natural Resource Gas Limited (NRG) for an Order of the Board with respect to a proposed Franchise Agreement between NRG and the Township of Malahide.

NRG will provide a copy of this Application to the Township of Malahide and will await further directions from the Board regarding this process. Should you have any questions or require any additional information, please do not hesitate to contact me.

Yours very truly,



Patrick G. Welsh
Associate
PW:

Enclosures (5)

c: M. Casavecchia-Somers, *Township of Malahide* (mcasavecchia@malahide.ca)
Richard King, *Osler*
Laurie O'Meara, *NRG*

ONTARIO ENERGY BOARD

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

AND IN THE MATTER OF an Application by Natural Resource Gas Limited for an Order under section 9(3) of the Act approving the terms and conditions upon which, and the period for which, the Township of Malahide is to grant to Natural Resource 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 Township of Malahide;

AND IN THE MATTER OF an Application by Natural Resource Gas Limited for an Order under section 9(4) of the Act directing and declaring that the assent of the municipal electors of the Township of Malahide to the by-law is not necessary.

**APPLICATION OF
NATURAL RESOURCE GAS LIMITED**

June 19, 2015

OSLER, HOSKIN & HARCOURT LLP
Box 50, 1 First Canadian Place
Toronto, ON M5X 1B8

Richard J. King
Tel: 416.862.6626

Patrick G. Welsh
Tel: 416.862.5951
Fax: 416.862.6666

Counsel for Natural Resource Gas Limited

Background

1. Natural Resource Gas Limited (“**NRG**”), is an Ontario corporation and carries on the business of, among other things, owning and operating natural gas distribution facilities in the Township of Malahide (“**Malahide**”).
2. Malahide is a municipal corporation incorporated under the laws of Ontario. A map showing the location of Malahide is attached as Schedule “A”.
3. NRG and the original Township of Malahide have an existing franchise agreement dated December 15, 1994, which grants NRG the right to construct and operate works for the distribution of gas within the original Township of Malahide’s municipal boundaries and to supply gas to the original Township of Malahide’s residents for a period of 20 years (the “**Existing Franchise Agreement**”). NRG’s franchise rights under the Existing Franchise Agreement are set to expire on September 21, 2015, on account of the authorizing municipal by-law being dated September 21, 1995 (a copy of which is attached as Schedule “B”).
4. The original Township of Malahide no longer exists. On January 1, 1998, the original Township of Malahide, the former Village of Springfield (“**Springfield**”), and the former Township of South Dorchester (“**South Dorchester**”) were amalgamated as the Township of Malahide (Malahide).
5. The Existing Franchise Agreement, a copy of which is attached as Schedule “C”, governs the natural gas franchise relationship between Malahide (including the former Village of Springfield and Township of South Dorchester) and NRG. This is because the Existing Franchise Agreement incorporates “any territory which may thereafter be brought within the

jurisdiction of the Corporation” into the definition of the “Municipality” (i.e., Malahide). Further, the Ministerial Order amalgamating the original Township of Malahide with Springfield and South Dorchester, attached as Schedule “D”, declared at section 46 that “all assets and liabilities, rights and obligations of the former Township of Malahide and the former Township of South Dorchester and the former Village of Springfield and their local boards become the assets and liabilities, rights and obligations of the new Municipality of Malahide/South Dorchester/Springfield and its local boards.”

6. NRG held a franchise agreement with Springfield dated October 2, 1984 and for a period of 30 years. As discussed in the above paragraph, this franchise agreement was subsumed by the Existing Franchise Agreement and lapsed on October 2, 2014. NRG also held a franchise agreement with South Dorchester dated December 6, 1982 and for a period of 30 years. This franchise agreement was also subsumed by the Existing Franchise Agreement and expired on December 6, 2012.

7. Malahide is located in Elgin County. A map of Elgin County is included as Schedule “E”. NRG has a Certificate of Public Convenience and Necessity from the Ontario Energy Board (the “**Board**”) granting it the right to construct works to supply gas and to supply gas in the County of Elgin (E.B.C. 212, issued February 17, 1994, attached as Schedule “F”). Additionally, NRG’s “Omnibus Certificate”, E.B.C. 111 and 119, issued May 5, 1982, grants it the right to construct works to supply gas and to supply gas to a number of former municipalities, including Springfield and South Dorchester. A copy of the Omnibus Certificate is attached as Schedule “G”.

Renewal Information

8. NRG approached Malahide in April 2015 to renew the Existing Franchise Agreement using a 20-year franchise agreement based on the Board's Model Franchise Agreement, a copy of which is attached as Schedule "H" (the "**Proposed Franchise Agreement**").

9. On May 21, 2015, Malahide's Council passed a Resolution:

- (a) approving the form of a draft by-law 15-40 (the "**Draft By-Law**") and noting that the Draft By-Law will only receive third reading after the Board approves this application;
- (b) approving the form of the Proposed Franchise Agreement;
- (c) authorizing submission of the Draft By-Law and the Proposed Franchise Agreement for approval by the Board; and,
- (d) requesting that the Board make an Order declaring and directing that the assent of the municipal electors to the Draft By-Law is not necessary.

10. A copy of the Resolution is attached as Schedule "I" and a copy of the Draft By-Law is attached as Schedule "J".

Address and Contact Information

11. The address and contact information for Malahide is:

The Township of Malahide
87 John Street South
Aylmer, ON N5H 2C3

Attention: Michelle Casavecchia-Somers, Chief Administrative Officer and Clerk
mcasavecchia@malahide.ca
Tel: 519-773-5344
Fax: 519-773-5334

12. The contact information for NRG is:

Osler, Hoskin & Harcourt LLP
1 First Canadian Place, Suite 6300
Toronto, ON M5X 1B8
Attention: Patrick Welsh
pwelsh@osler.com
Tel: 416-862-5951
Fax: 416-862-6666

Relief Requested

13. NRG now applies to the Board for:
- (a) An Order under section 9(3) of the Act approving the terms and conditions, and the period for which, Malahide is, by by-law, to grant NRG 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; and,
 - (b) An Order pursuant to section 9(4) of the Act directing and declaring that the assent of the municipal electors of Malahide is not necessary for the Draft By-Law under the circumstances.

ALL OF WHICH IS RESPECTFULLY SUBMITTED.

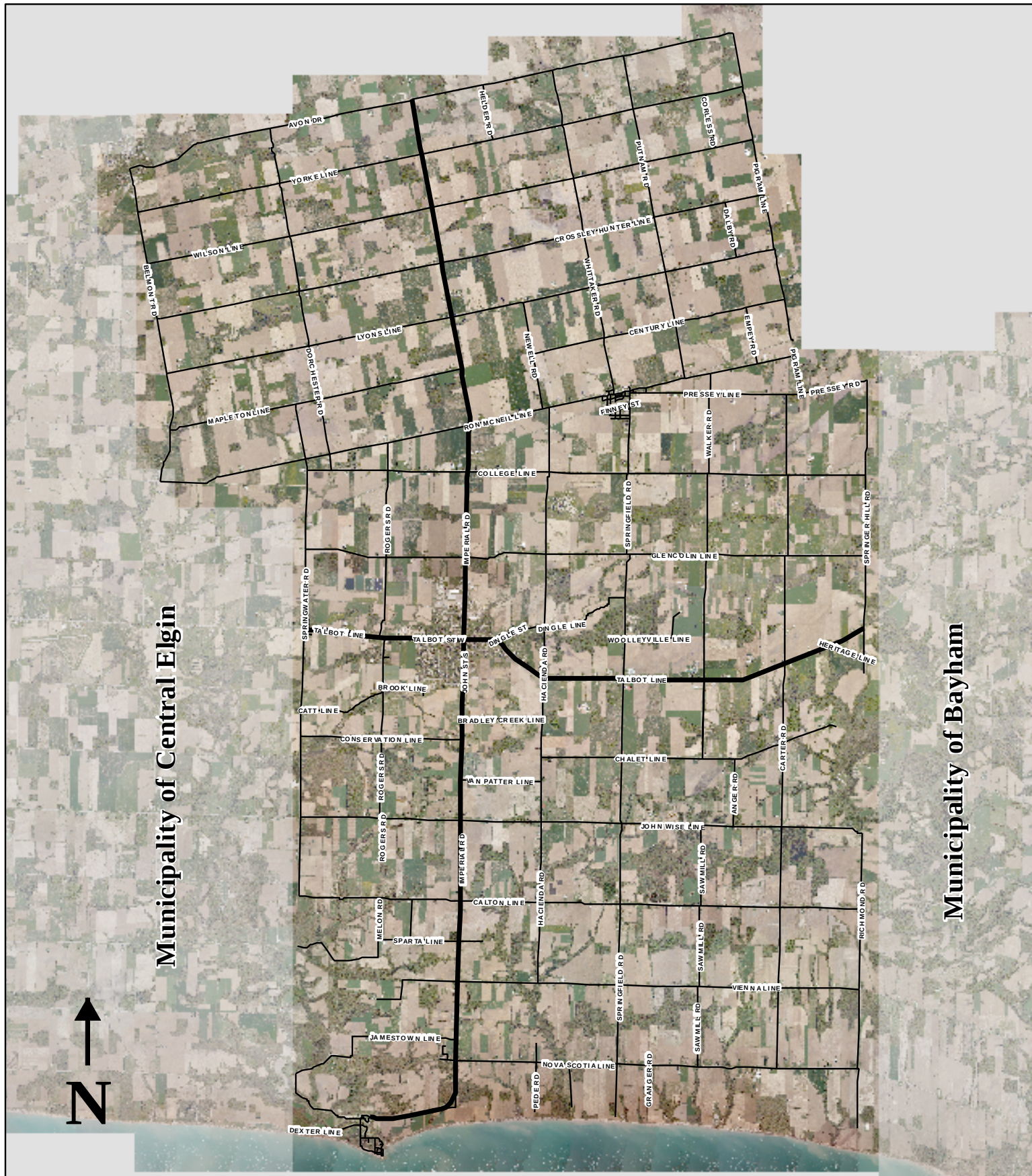
June 19, 2015



Patrick G. Welsh

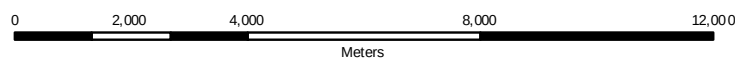
SCHEDULE A

Township of Malahide



Municipality of Central Elgin

Municipality of Bayham



Map Produced by:
Township of Malahide GIS Department
Projection: NAD 83 UTM Zone 17
Date: Oct 01, 2009

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one.

SCHEDULE B

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

BY-LAW NUMBER 94-49

A BY-LAW TO AUTHORIZE A FRANCHISE AGREEMENT
BETWEEN THE CORPORATION OF THE TOWNSHIP OF MALAHIDE
AND NATURAL RESOURCE GAS LIMITED

WHEREAS the Council of The Corporation of the Township of Malahide deems it expedient to enter into the attached franchise agreement (the "franchise agreement") with Natural Resource Gas Limited, the provisions of which pertain to that portion only of the Township of Malahide;

AND WHEREAS the Ontario Energy Board by its Order issued pursuant to The Municipal Franchises Act on the 15 day of Sept. , 1995 has approved the terms and conditions upon which and the period for which the franchise provided in the franchise 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 The Council of the Corporation of the Township of Malahide enacts as follows:

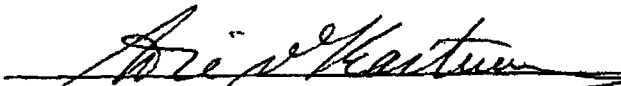
1. THAT the franchise agreement between The Corporation of the Township of Malahide and Natural Resource Gas Limited, attached hereto and forming part of this By-law, is hereby authorized and the franchise provided for therein is hereby granted.
2. THAT the Reeve and Clerk be and they are hereby authorized and instructed on behalf of The Corporation of the Township of Malahide to enter into and execute under its corporate seal and deliver the franchise agreement, which is hereby incorporated into and forming part of this By-law.
3. THAT this By-law shall come into force and take effect as of the final passing thereof.

Read a first time this 15th day of December , 1994.

Read a second time this 15th day of December , 1994.

Read a third time and finally passed this 21st day of September, 1995.

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE


Andre van Kasteren, Reeve


Randall Millard, Administrator and Clerk

SCHEDULE C

FRANCHISE AGREEMENT

THIS AGREEMENT made this 15th day of December, 1994 ,

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

hereinafter called the "Corporation"

- and -

NATURAL RESOURCE GAS LIMITED

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 Reeve 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;
- (3) "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 twenty (20) * years from the date of final passing of the By-law.

- * Footnote: 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.

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 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 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, 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 the Corporation 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 Paragraph 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.

9. Other Conditions

Notwithstanding the cost sharing arrangements described in Paragraph III-7, if any part of the gas system altered or relocated in accordance with Paragraph III-7 was constructed or installed prior to January 1st, 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.

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
TOWNSHIP OF MALAHIDE**


Andre van Kasteren, Reeve


Randall Millard, Administrator and Clerk

NATURAL RESOURCE GAS LIMITED


William K. Blake, President

SCHEDULE D



The Ontario Gazette La Gazette de l'Ontario

Vol. 130-22
Saturday, May 31st, 1997

Toronto

ISSN 0030-2937
Le samedi 31 mai 1997

Proclamation

(Great Seal of Ontario)

HILARY M. WESTON

PROVINCE OF ONTARIO

ELIZABETH THE SECOND, by the Grace of God of the United Kingdom, Canada and Her other Realms and Territories, Queen, Head of the Commonwealth, Defender of the Faith.

PROCLAMATION

ONTARIO COLLEGE OF TEACHERS ACT, 1996

We, by and with the advice of the Executive Council of Ontario, name Tuesday, May 20, 1997 as the day on which Parts III, IV, V, VI, VII, VIII, subsections 64(1) to (8) and (10) to (12) and sections 65 to 67 of the *Ontario College of Teachers Act, 1996* come into force.

WITNESS:

THE HONOURABLE HILARY M. WESTON LIEUTENANT
GOVERNOR OF OUR PROVINCE OF ONTARIO

GIVEN at Toronto, Ontario, on May 14, 1997.

BY COMMAND

DAVID JOHNSON
Chair of the Management Board of Cabinet

PROVINCE DE L'ONTARIO

ELIZABETH DEUX, par la grâce de Dieu, Reine du Royaume-Uni, du Canada et de ses autres royaumes et territoires, Chef du Commonwealth, Défenseur de la Foi.

PROCLAMATION

LOI DE 1996 SUR L'ORDRE DES ENSEIGNANTES ET DES ENSEIGNANTS DE L'ONTARIO

Sur l'avis du Conseil exécutif de l'Ontario, nous fixons le mardi 20 mai 1997 comme étant le jour où entrent en vigueur les parties III, IV, V, VI, VII, VIII, les paragraphes 64(1) à (8) et (10) à (12) et les articles 65 à 67 de la *Loi de 1996 sur l'Ordre des enseignantes et des enseignants de l'Ontario*.

TÉMOIN :

L'HONORABLE HILARY M. WESTON LIEUTENANT-
GOUVERNEUR DE NOTRE PROVINCE DE L'ONTARIO

FAIT à Toronto, en Ontario, le 14 mai 1997.

PAR ORDRE

DAVID JOHNSON
Président du Conseil de gestion du gouvernement

(5985) 22

Motor Vehicle Transport Act/Truck Transportation Act Loi sur les transports routiers/Loi sur le camionnage

The following are applications for operating licences under the *Truck Transportation Act*, R.S.O. 1990, Chapter T.22, and/or the *Motor Vehicle Transport Act*, 1987, Chapter 35. The applicants have met the fitness requirements pursuant to Section 6 of the *Truck Transportation Act* and/or Section 8(2) of the *Motor Vehicle Transport Act*, 1987 and the provincial transport board and/or the Registrar of Motor Vehicles proposes to issue the licences if no written objection is served on the applicant and filed with the Registrar of Motor Vehicles, within thirty days of this publication.

The following applicants have applied for Authority to offer a transportation service for the carriage of Goods:

On trouvera ci-après la liste des demandes de permis d'exploitation présentées en vertu de la *Loi sur le camionnage*, L.R.O. 1990, chapitre T.22, et/ou la *Loi de 1987 sur les transports routiers*, L.C. 1987, chapitre 35. On a jugé que les personnes ayant présenté ces demandes se conformaient aux critères d'aptitude prévus au paragraphe 8(2) de la *Loi de 1987 sur les transports routiers* et l'office des transports de l'Ontario et/ou le registraire des véhicules automobiles dans les trente jours suivant la publication des présentes.

Les personnes suivantes ont demandé l'autorisation d'offrir des services de transport de marchandises à destination.

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Publié par Secrétariat du Conseil de gestion

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(11) **Specified Powers of the Transition Boards for the New Townships of North Grenville and of Rideau Lakes:** The Transition Boards for the new Townships of North Grenville and Rideau Lakes, in addition to those specified powers noted above, may:

- (a) establish a budget for the operation of the Board during 1997, subject to the approval of the councils of the municipalities participating in the restructuring;
- (b) establish and implement communications plans for employees and the public;
- (c) conduct studies, research and consultations regarding municipal functions, organizations, staffing, standards and performance;
- (d) require the production of financial and other data, information and other statistics from each of the former municipalities and their local boards;
- (e) establish organizational structures, administrative and management systems, positions, preliminary job definitions, job descriptions, policies, by-laws, budgets and other documents for the new municipality;
- (f) establish electronic or manual information systems, records and books of accounts for the new municipality; and
- (g) determine and establish the location of the public works and administrative work sites for the new municipality.

17. Dispute Resolution:

17.1 Dispute Resolution: Mediation - A dispute arising out of the interpretation of this Order among the former municipalities which will comprise the new Township of North Grenville may be resolved through mediation:

- (a) any one of the three former municipalities may retain a mediator, the costs of which shall be shared equally between the former municipalities.
- (b) If the dispute is not resolved through mediation, any one of the former municipalities may:
 - (i) refer the matter in dispute to the council of the new municipality for resolution; or
 - (ii) refer the matter in dispute to arbitration as set out in section 17.4.

17.2 Dispute Resolution: Mediation - A dispute arising out of the interpretation of this Order among the former municipalities which will comprise the new Township of Rideau Lakes may be resolved through mediation:

- (a) any two of the five former municipalities may retain a mediator, the costs of which shall be shared equally between the former municipalities.
- (b) If the dispute is not resolved through mediation, any one of the former municipalities may:
 - (i) refer the matter in dispute to the council of the new municipality for resolution; or
 - (ii) refer the matter in dispute to arbitration as set out in section 17.4.

17.3 Dispute Resolution: Mediation - A dispute arising out of the interpretation of this Order among the former municipalities which will comprise the new Village of Merrickville-Wolford may be resolved through mediation:

- (a) any four persons of the Board may retain a mediator, the costs of which shall be shared equally between the former municipalities.

- (b) If the dispute is not resolved through mediation, any four persons of the Board may refer the matter in dispute to arbitration as set out in section 17.4.

17.4 Dispute Resolution: Arbitration - An issue arising out of the interpretation of this Order may be referred to arbitration to resolve the dispute in accordance with the *Arbitration Act, 1991*, with the responsibility for costs related to arbitration to be determined in accordance with the *Act*.

- (a) The former municipalities agree that the decision of the arbitrator appointed to conduct the arbitration under the *Act* shall be final.

18. Boundary Description:

(1) The boundary of the new Village of Merrickville-Wolford is the external boundaries of the former Corporation of the Village of Merrickville and the former Corporation of the Township of Wolford.

(2) The boundary of the new Township of North Grenville is the external boundaries of the former Corporation of the Township of Oxford-on-Rideau and of the former Corporation of the Township of South Gower.

(3) The boundary of the new Township of Rideau Lakes is the external boundaries of the former Corporation of the Township of Bastard and South Burgess, the former Corporation of the Township of North Crosby, the former Corporation of the Township of South Elmsley, and the former Corporation of the Township of South Crosby.

(4) The entire geographic area of The Corporation of the Village of Westport is excluded from the territory of the new Township of Rideau Lakes.

AL LEACH,
Minister of Municipal Affairs and Housing

Dated at Toronto on May 15, 1997.

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

ORDER

COUNTY OF ELGIN
TOWN OF AYLMER, VILLAGE OF BELMONT
VILLAGE OF DUTTON, VILLAGE OF PORT BURWELL
VILLAGE OF PORT STANLEY, VILLAGE OF SPRINGFIELD
VILLAGE OF VIENNA, VILLAGE OF WEST LORNE
TOWNSHIP OF ALDBOROUGH, TOWNSHIP OF BAYHAM
TOWNSHIP OF DUNWICH, TOWNSHIP OF MALAHIDE
TOWNSHIP OF SOUTH DORCHESTER
TOWNSHIP OF SOUTHWOLD, TOWNSHIP OF YARMOUTH

1. In this Order,

"County" means The Corporation of the County of Elgin;

"former municipality" means The Corporation of the Village of Belmont, The Corporation of the Village of Dutton, The Corporation of the Village of Port Burwell, The Corporation of the Village of Port Stanley, The Corporation of the Village of Springfield, The Corporation of the Village of Vienna, The Corporation of the Village of West Lorne, The Corporation of the Township of Aldborough, The Corporation of the Township of Bayham, The Corporation of the Township of Dunwich, The Corporation of the Township of Malahide, The Corporation of the Township of South Dorchester, and The Corporation of the Township of Yarmouth, as they existed before January 1, 1998;

"new municipality" means The Corporation of the Municipality of West Elgin, The Corporation of the Municipality of Dutton/Dunwich, The Corporation of the Municipality of Yarmouth/Port Stanley/Belmont, The Corporation of the Municipality of Malahide/South

Dorchester/Springfield, The Corporation of the Municipality of Bayham/Port Burwell/Vienna as established on January 1, 1998, under this Order;

"Town of Aylmer" means The Corporation of the Town of Aylmer; and

"Township of Southwold" means The Corporation of the Township of Southwold.

MUNICIPAL RESTRUCTURING

2. (1) On January 1, 1998, The Corporation of the Township of Aldborough and the Corporation of the Village of West Lorne are amalgamated as a township under the name of "The Corporation of the Municipality of West Elgin".

(2) On January 1, 1998, The Corporation of the Township of Dunwich save and except that portion described in Schedule A and The Corporation of the Village of Dutton are amalgamated as a township under the name of "The Corporation of the Municipality of Dutton/Dunwich".

(3) On January 1, 1998, the portion of The Corporation of the Township of Dunwich described in Schedule A is annexed to The Corporation of the Township of Southwold.

(4) On January 1, 1998, The Corporation of the Township of Yarmouth, The Corporation of the Village of Belmont and The Corporation of the Village of Port Stanley are amalgamated as a township under the name of "The Corporation of the Municipality of Yarmouth/Port Stanley/Belmont".

(5) On January 1, 1998, the portion of The Corporation of the Township of Southwold described in Schedule B is annexed to The Corporation of the Municipality of Yarmouth/Port Stanley/Belmont.

(6) On January 1, 1998, The Corporation of the Township of Malahide save and except that portion described in Schedule C, The Corporation of the Township of South Dorchester and The Corporation of the Village of Springfield are amalgamated as a township under the name of "The Corporation of the Municipality of Malahide/South Dorchester/Springfield".

(7) On January 1, 1998, the portion of The Corporation of the Township of Malahide described in Schedule C is annexed to The Corporation of the Town of Aylmer.

(8) On January 1, 1998, The Corporation of the Township of Bayham, The Corporation of the Village of Port Burwell and the Corporation of the Village of Vienna are amalgamated as a township under the name of "The Corporation of the Municipality of Bayham/Port Burwell/Vienna".

WARDS

3. Effective January 1, 1998, all wards in the former municipalities are dissolved.

4. Effective January 1, 1998, the new Municipality of West Elgin shall be divided into five wards as set out in Schedule D.

5. (1) Effective January 1, 1998, the new Municipality of Dutton/Dunwich shall be divided into two wards as set out in this section.

(2) Ward one shall be composed of the former Village of Dutton as it existed on December 31, 1997.

(3) Ward two shall be composed of the former Township of Dunwich as it existed on December 31, 1997.

6. Effective January 1, 1998, the new Municipality of Yarmouth/Port Stanley/Belmont shall be divided into five wards as set out in Schedule E.

7. Effective January 1, 1998, the new Municipality of Malahide/South Dorchester/Springfield shall be divided into five wards as set out in Schedule F.

8. Effective January 1, 1998, the new Municipality of Bayham/Port Burwell/Vienna shall be divided into three wards as set out in Schedule G.

COUNTY COUNCIL

9. The terms of office of the members of the County council are extended until December 31, 1997.

10. The council of the County of Elgin shall, effective January 1, 1998, be composed of nine members of council consisting of,

- (a) the mayors of the Town of Aylmer, the Township of Southwold and each new municipality; and
- (b) the deputy mayors of council of the new Municipality of Yarmouth/Port Stanley/Belmont and the new Municipality of Malahide/South Dorchester/Springfield.

11. The head of council of the County of Elgin, who shall be known as the warden, shall be elected by and from County council on an annual basis.

12. Each member of council shall have one vote.

13. If a member of the council of the County is absent from the meetings of County council for more than three consecutive months, or for some other period of time as may be determined by County council, a member of the council of the local municipality where the member who is absent from County council holds office, appointed by the council of that local municipality, may sit as an alternate in place of that member on County council.

LOCAL COUNCILS

14. (1) The terms of office of the members of the councils of the former municipalities are extended until December 31, 1997.

(2) The terms of office of the members of the councils of the Town of Aylmer and the Township of Southwold are extended until December 31, 1997.

15. (1) Effective January 1, 1998, the council of the new Municipality of West Elgin shall be composed of seven members consisting of,

- (a) a head of council, to be known as the mayor, who shall be elected by general vote;
- (b) a deputy head of council, to be known as the deputy mayor, who shall be elected by general vote; and
- (c) one member from each of the five wards.

(2) Each member of council shall have one vote.

16. (1) For the 2000 general municipal election, the council of the new Municipality of West Elgin shall be composed of five members consisting of,

- (a) a head of council, to be known as the mayor, who shall be elected by general vote;
- (b) a deputy head of council, to be known as the deputy mayor, who shall be elected by general vote; and
- (c) three members to be determined by by-law passed pursuant to section 29 of the *Municipal Act* by the new Municipality of West Elgin on or before January 1, 2000 whether the election of those persons is by general vote, by wards or a combination of the two.

(2) Each member of council shall have one vote.

17. (1) Effective January 1, 1998, the council of the new Municipality of Dutton/Dunwich shall be composed of five members consisting of,

- (a) a head of council, to be known as the mayor, who shall be elected by general vote;
- (b) a deputy head of council, to be known as the deputy mayor, who shall be elected by general vote;
- (c) one member from Ward one; and
- (d) two members from Ward two.

(2) Each member of council shall have one vote.

18. (1) Effective January 1, 1998, the council of the Township of Southwold shall be composed of a head of council, a deputy head of council and three members elected at large.

(2) Each member of council shall have one vote.

19. (1) Effective January 1, 1998, the council of the new Municipality of Yarmouth/Port Stanley/Belmont shall be composed of seven members consisting of,

- (a) a head of council, to be known as the mayor, who shall be elected by general vote;
- (b) a deputy head of council, to be known as the deputy mayor, who shall be elected by general vote; and
- (c) one member from each of the five wards.

(2) Each member of council shall have one vote.

20. (1) Effective January 1, 1998, the council of the new Municipality of Malahide/South Dorchester/Springfield shall be composed of seven members consisting of,

- (a) a head of council, to be known as the mayor, who shall be elected by general vote;
- (b) a deputy head of council, to be known as the deputy mayor, who shall be elected by general vote; and
- (c) one member from each of the five wards.

(2) Each member of council shall have one vote.

21. (1) Effective January 1, 1998, the council of the Town of Aylmer shall be composed of a head of council, a deputy head of council and five members elected at large.

(2) Each member of council shall have one vote.

22. (1) Effective January 1, 1998, the council of the new Municipality of Bayham/Port Burwell/Vienna shall be composed of five members consisting of,

- (a) a head of council, to be known as the mayor, who shall be elected by general vote;
- (b) a deputy head of council, to be known as the deputy mayor, who shall be elected by general vote; and
- (c) one member from each of the three wards.

(2) Each member of council shall have one vote.

MUNICIPAL ELECTIONS

23. The 1997 regular municipal elections shall be conducted as if the amalgamations and annexations under section 2 were already in effect

and the public utilities commissions under subsections 32(1), 33(1), 34(1) and 35(1) were already established.

24. (1) Pursuant to the *Municipal Elections Act, 1996*, the clerk of the Township of Aldborough shall be responsible for conducting the 1997 municipal election for the new Municipality of West Elgin.

(2) Pursuant to the *Municipal Elections Act, 1996*, the council of the Township of Aldborough shall be deemed to be the council of the new Municipality of West Elgin for the purpose of the 1997 municipal election.

25. (1) Pursuant to the *Municipal Elections Act, 1996*, the clerk of the Township of Dunwich shall be responsible for conducting the 1997 municipal election for the new Municipality of Dutton/Dunwich.

(2) Pursuant to the *Municipal Elections Act, 1996*, the council of the Township of Dunwich shall be deemed to be the council of the new Municipality of Dutton/Dunwich for the purpose of the 1997 municipal election.

26. (1) Pursuant to the *Municipal Elections Act, 1996*, the clerk of the Township of Yarmouth shall be responsible for conducting the 1997 municipal election for the new Municipality of Yarmouth/Port Stanley/Belmont.

(2) Pursuant to the *Municipal Elections Act, 1996*, the council of the Township of Yarmouth shall be deemed to be the council of the new Municipality of Yarmouth/Port Stanley/Belmont for the purpose of the 1997 municipal election.

27. (1) Pursuant to the *Municipal Elections Act, 1996*, the clerk of the Township of Malahide shall be responsible for conducting the 1997 municipal election for the new Municipality of Malahide/South Dorchester/Springfield.

(2) Pursuant to the *Municipal Elections Act, 1996*, the council of the Township of Malahide shall be deemed to be the council of the new Municipality of Malahide/South Dorchester/Springfield for the purpose of the 1997 municipal election.

28. (1) Pursuant to the *Municipal Elections Act, 1996*, the clerk of the Township of Bayham shall be responsible for conducting the 1997 municipal election for the new Municipality of Bayham/Port Burwell/Vienna.

(2) Pursuant to the *Municipal Elections Act, 1996*, the council of the Township of Bayham shall be deemed to be the council of the new Municipality of Bayham/Port Burwell/Vienna for the purpose of the 1997 municipal election.

POLICE VILLAGE

29. (1) The Police Village of Shedden is dissolved on January 1, 1998.

(2) The terms of office of the trustees of the Police Village of Shedden are extended until December 31, 1997.

(3) On January 1, 1998, all by-laws or resolutions of the former Police Village of Shedden become by-laws or resolutions of the Township of Southwold and its local boards.

(4) On January 1, 1998, all assets and liabilities, rights and obligations of the former Police Village of Shedden become assets and liabilities, rights and obligations of the Township of Southwold and its local boards.

PUBLIC UTILITIES COMMISSIONS

30. The Rodney Public Utilities Commission and the public utilities commissions of the former municipalities of the Village of Belmont, the Village of Dutton, the Village of Port Stanley, the Village of Springfield and the Village of West Lorne are dissolved.

31. The terms of office of the members of the Rodney Public Utilities Commission and the public utilities commissions of the former municipalities of the Village of Belmont, the Village of Dutton, the Village of Port Stanley, the Village of Springfield and the Village of West Lorne are extended until December 31, 1997.

32. (1) On January 1, 1998, a hydro-electric power commission is established for the new Municipality of West Elgin.

(2) The commission established under subsection (1) shall distribute and supply electrical power to the former Village of West Lorne and to the hydro service area of the Rodney Public Utilities Commission.

(3) On January 1, 1998, all assets and liabilities, rights and obligations, including employees, of the Rodney Public Utilities Commission and the public utilities commission of the Village of West Lorne that relate to the distribution and supply of electrical power become assets and liabilities, rights and obligations, including employees, of the public utilities commission established under subsection (1).

(4) On January 1, 1998, all assets and liabilities, rights and obligations, including employees, of the Rodney Public Utilities Commission and the public utilities commission of the Village of West Lorne that relate to the production, treatment, distribution and supply of water become assets and liabilities, rights and obligations, including employees, of the new Municipality of West Elgin.

(5) On January 1, 1998, all by-laws and resolutions of the Rodney Public Utilities Commission and the public utilities commission of the Village of West Lorne that relate to the distribution and supply of electrical power shall be continued and deemed to be by-laws and resolutions of the commission established under subsection (1).

(6) On January 1, 1998, all by-laws and resolutions of the Rodney Public Utilities Commission and the public utilities commission of the Village of West Lorne that relate to the production, treatment, distribution and supply of water shall be continued and deemed to be by-laws and resolutions of the new Municipality of West Elgin.

(7) The commission established under subsection (1) shall consist of seven members, of whom the head of council shall be one by virtue of office and the six other members shall be the members of the council of the new Municipality of West Elgin.

(8) On December 1, 2000, the commission established under subsection (1) shall consist of five members, of whom the head of council shall be one by virtue of office and the four other members shall be the members of the council of the new Municipality of West Elgin.

33. (1) On January 1, 1998, a hydro-electric power commission is established for the new Municipality of Dutton/Dunwich.

(2) The commission established under subsection (1) shall distribute and supply electrical power to the areas located in the former Village of Dutton.

(3) On January 1, 1998, all assets and liabilities, rights and obligations, including employees, of the public utilities commission of the Village of Dutton that relate to the distribution and supply of electrical power become assets and liabilities, rights and obligations, including employees, of the public utilities commission established under subsection (1).

(4) On January 1, 1998, all assets and liabilities, rights and obligations, including employees, of the public utilities commission of the Village of Dutton that relate to the production, treatment, distribution and supply of water become assets and liabilities, rights and obligations, including employees, of the new Municipality of Dutton/Dunwich.

(5) On January 1, 1998, all by-laws and resolutions of the public utilities commission of the Village of Dutton that relate to the distribution and supply of electrical power shall be continued and deemed to be by-laws and resolutions of the commission established under subsection (1).

(6) On January 1, 1998, all by-laws and resolutions of the public utilities commission of the Village of Dutton that relate to the production, treatment, distribution and supply of water shall be continued and deemed to be by-laws and resolutions of the new Municipality of Dutton/Dunwich.

(7) The commission established under subsection (1) shall consist of five members, of whom the head of council shall be one by virtue of office and the four other members shall be the members of council of the new Municipality of Dutton/Dunwich.

34. (1) On January 1, 1998, a hydro-electric power commission is established for the new Municipality of Yarmouth/Port Stanley/Belmont.

(2) The commission established under subsection (1) shall distribute and supply electrical power to the areas located in the former Village of Belmont and the former Village of Port Stanley.

(3) On January 1, 1998, all assets and liabilities, rights and obligations, including employees, of the public utilities commissions of the Village of Belmont and the Village of Port Stanley that relate to the distribution and supply of electrical power become assets and liabilities, rights and obligations, including employees, of the public utilities commission established under subsection (1).

(4) On January 1, 1998, all assets and liabilities, rights and obligations, including employees, of the public utilities commissions of the Village of Belmont and the Village of Port Stanley that relate to the production, treatment, distribution and supply of water become assets and liabilities, rights and obligations, including employees, of the new Municipality of Yarmouth/Port Stanley/Belmont.

(5) On January 1, 1998, all by-laws and resolutions of the public utilities commission of the Village of Belmont and the Village of Port Stanley that relate to the distribution and supply of electrical power shall be continued and deemed to be by-laws and resolutions of the commission established under subsection (1).

(6) On January 1, 1998, all by-laws and resolutions of the public utilities commission of the Village of Belmont and the Village of Port Stanley that relate to the production, treatment, distribution and supply of water shall be continued and deemed to be by-laws and resolutions of the new Municipality of Yarmouth/Port Stanley/Belmont.

(7) The commission established under subsection (1) shall consist of seven members, of whom the head of council shall be one by virtue of office and the six other members shall be the members of council of the new Municipality of Yarmouth/Port Stanley/Belmont.

35. (1) On January 1, 1998, a hydro-electric power commission is established for the new Municipality of Malahide/South Dorchester/Springfield.

(2) The commission established under subsection (1) shall distribute and supply electrical power to the areas located in the former Village of Springfield.

(3) On January 1, 1998, all assets and liabilities, rights and obligations, including employees, of the public utilities commission of the Village of Springfield that relate to the distribution and supply of electrical power become assets and liabilities, rights and obligations, including employees, of the public utilities commission established under subsection (1).

(4) On January 1, 1998, all by-laws and resolutions of the public utilities commission of the Village of Springfield that relate to the distribution and supply of electrical power shall be continued and deemed to be by-laws and resolutions of the public utilities commission established under subsection (1).

(5) The commission established under subsection (1) shall consist of seven members, of whom the head of council shall be one by virtue of office and the six other members shall be the members of council of the new Municipality of Malahide/South Dorchester/Springfield.

36. The public utilities commissions established under sections 32, 33, 34 and 35 shall be subject to the provisions of the *Public Utilities Act* and the *Power Corporation Act*.

LOCAL BOARDS

37. The terms of office of the members of any local boards of the former municipalities are extended until December 31, 1997.

38. Each of the councils for the new municipalities shall be deemed to be a board of park management under the *Public Parks Act* and a recreation committee under the *Ministry of Tourism and Recreation Act* and a committee of management of a community recreation centre under the *Community Recreation Centres Act* and all such committees and boards of the former municipalities are dissolved on January 1, 1998.

COUNTY ROADS

39. (1) The County shall maintain ownership and control of the road system which is vested in the County and over which the County has jurisdiction under the *Municipal Act* or any other Act.

(2) The responsibility to construct and maintain the road system referred to in subsection (1) is transferred to the new municipalities, the Town of Aylmer and the Township of Southwold, respectively, in which the road is located.

40. (1) The new municipalities, the Town of Aylmer and the Township of Southwold shall construct and maintain the roads in accordance with the standards specified in the County of Elgin by-law 96-15 "Being a By-law to Establish Minimum and Desirable Roadway Service Standards for the Corporation of the County of Elgin Road System" and the attached Schedules A, B and C to the by-law, as may be amended by the County from time to time.

(2) Every five years, the council of the County, in consultation with the new municipalities, the Town of Aylmer and the Township of Southwold shall evaluate and review the existing road classifications.

41. (1) The County shall approve a road and bridge construction program annually and, once the County has determined the budget for the program, shall transfer the funds to the new municipalities, the Town of Aylmer and the Township of Southwold for completion of the projects outlined in the annual program.

(2) Funds for the maintenance of County roads and bridges shall be apportioned among the new municipalities, the Town of Aylmer and the Township of Southwold, based upon a fixed rate per kilometre per road, such rate to be determined by the County annually as part of the budget for the road and bridge construction program.

ASSETS AND LIABILITIES

42. All assets and liabilities, rights and obligations of the former Township of Aldborough and the former Village of West Lorne and their local boards become the assets and liabilities, rights and obligations of the new Municipality of West Elgin and its local boards.

43. All assets and liabilities, rights and obligations including employees, of the former Township of Dunwich and the former Village of Dutton and their local boards become the assets and liabilities, rights and obligations including employees of the new Municipality of Dunwich/Dutton and its local boards.

44. All real property including any highway, street fixture, waterline, easement and restrictive covenant running with the land of the former Township of Dunwich located in the annexed area in Schedule A vests in the Township of Southwold.

45. (1) All assets and liabilities, rights and obligations of the former Township of Yarmouth, the former Village of Port Stanley, the former Village of Belmont and their local boards become the assets and liabilities, rights and obligations of the new Municipality of Yarmouth/Port Stanley/Belmont and its local boards.

(2) All real property including any highway, street fixture, waterline, easement and restrictive covenant running with the land of the Township of Southwold located in the annexed area in Schedule B vests in the new Municipality of Yarmouth/Port Stanley/Belmont.

46. All assets and liabilities, rights and obligations of the former Township of Malahide and the former Township of South Dorchester and the former Village of Springfield and their local boards become the assets and liabilities, rights and obligations of the new Municipality of Malahide/South Dorchester/Springfield and its local boards.

47. All real property including any highway, street fixture, waterline, easement and restrictive covenant running with the land of the former Township of Malahide located in the annexed area in Schedule C vests in the Town of Aylmer.

48. All assets and liabilities, rights and obligations of the former Township of Bayham, the former Village of Port Burwell and the former Village of Vienna and their local boards become the assets and liabilities, rights and obligations of the new Municipality of Bayham/Port Burwell/Vienna and its local boards.

EMPLOYEES

49. (1) Employees of the former municipalities of the Township of Aldborough and the Village of West Lorne or their local boards as of December 31, 1997, shall become employees of the new Municipality of West Elgin or its local boards.

(2) Employees that held non-bargaining unit positions with the former municipality of the Township of Aldborough or the Village of West Lorne or their local boards and will be employed by the new Municipality of West Elgin or its local boards, in a non-bargaining unit position, will be credited with seniority at a rate of one hundred percent of the employee's length of service.

50. (1) Employees of the former municipalities of the Township of Dunwich and the Village of Dutton or their local boards as of December 31, 1997, shall become employees of the new Municipality of Dunwich/Dunwich or its local boards.

(2) Employees that held non-bargaining unit positions with the former municipality of the Township of Dunwich or the Village of Dutton or their local boards and will be employed by the new Municipality of Dutton/Dunwich or its local boards, in a non-bargaining unit position, will be credited with seniority at a rate of one hundred percent of the employee's length of service.

51. (1) Employees of the former municipalities of the Township of Yarmouth, the Village of Belmont and the Village of Port Stanley or their local boards as of December 31, 1997, shall become employees of the new Municipality of Yarmouth/Port Stanley/Belmont or its local boards.

(2) Employees that held non-bargaining unit positions with the former municipality of the Township of Yarmouth, the Village of Belmont and the Village of Port Stanley or their local boards and will be employed by the new Municipality of Yarmouth/Port Stanley/Belmont or its local boards, in a non-bargaining unit position, will be credited with seniority at a rate of one hundred percent of the employee's length of service.

(3) Employees that held non-bargaining unit positions with the former municipality of the Township of Yarmouth, the Village of Belmont and the Village of Port Stanley or their local boards and will be employed by the new Municipality of Yarmouth/Port Stanley/Belmont or its local boards, in a bargaining unit position, will be credited with seniority at a rate of one hundred percent of the employee's length of service as if the position held with the former municipality or its local boards was a bargaining unit position with the new Municipality of Yarmouth/Port Stanley/Belmont.

52. (1) Employees of the former municipalities of the Township of Malahide, the Township of South Dorchester and the Village of Springfield or their local boards as of December 31, 1997, shall become employees of the new Municipality of Malahide/South Dorchester/Springfield or its local boards.

(2) Employees that held non-bargaining unit positions with the former municipality of the Township of Malahide, the Township of South Dorchester and the Village of Springfield or their local boards and will be employed by the new Municipality of Malahide/South Dorchester/Springfield or its local boards, in a non-bargaining unit position, will be credited with seniority at a rate of one hundred percent of the employee's length of service.

53. (1) Employees of the former municipalities of the Township of Bayham, the Village of Port Burwell and the Village of Vienna or their local boards as of December 31, 1997, shall become employees of the new Municipality of Bayham/Port Burwell/Vienna or its local boards.

(2) Employees that held non-bargaining unit positions with the former municipality of the Township of Bayham, the Village of Port Burwell and the Village of Vienna or their local boards and will be employed by the new Municipality of Bayham/Port Burwell/Vienna or its local boards, in a non-bargaining unit position, will be credited with seniority at a rate of one hundred percent of the employee's length of service.

TAXES, CHARGES

54. (1) All taxes, charges and rates levied under any general or special Act and uncollected in the former municipalities of the Township of Aldborough and the Village of West Lorne or their local boards which are due and unpaid on December 31, 1997, shall be deemed to be taxes, charges and rates due and payable to the new Municipality of West Elgin and may be collected by the new Municipality or its local boards.

(2) If a former municipality listed under subsection (1) has commenced procedures under the *Municipal Tax Sales Act* and the procedures are not completed by January 1, 1998, the new Municipality of West Elgin may continue the procedures.

55. (1) All taxes, charges and rates levied under any general or special Act and uncollected in the former Township of Dunwich and the former Village of Dutton or their local boards which are due and unpaid on December 31, 1997, shall be deemed to be taxes, charges and rates due and payable to the new Municipality of Dutton/Dunwich and may be collected by the new Municipality or its local boards.

(2) If a former municipality listed under subsection (1) has commenced procedures under the *Municipal Tax Sales Act* and the procedures are not completed by January 1, 1998, the new Municipality of Dutton/Dunwich may continue the procedures.

56. (1) All taxes, charges and rates levied under any general or special Act and uncollected in the annexed area in Schedule A which are due and unpaid on December 31, 1997, shall be deemed to be taxes, charges and rates due and payable to the Township of Southwold and may be collected by the Township or its local boards.

(2) If the Township of Dunwich has commenced procedures under the *Municipal Tax Sales Act* for the annexed area in Schedule A and the procedures are not completed by January 1, 1998, the Township of Southwold may continue the procedures.

57. (1) All taxes, charges and rates levied under any general or special Act and uncollected in the former municipalities of the Township of Yarmouth, the Village of Port Stanley, the Village of Belmont or their local boards and in the annexed area in Schedule B which are due and unpaid on December 31, 1997, shall be deemed to be taxes, charges and rates due and payable to the new Municipality of Yarmouth/Port Stanley/Belmont and may be collected by the new Municipality or its local boards.

(2) If a former municipality listed under subsection (1) has commenced procedures under the *Municipal Tax Sales Act* and the procedures are not completed by January 1, 1998, the new Municipality of Yarmouth/Port Stanley/Belmont may continue the procedures.

(3) If the Township of Southwold has commenced procedures under the *Municipal Tax Sales Act* for the annexed area in Schedule B and the procedures are not completed by January 1, 1998, the new

Municipality of Yarmouth/Port Stanley/Belmont may continue the procedures.

58. (1) All taxes, charges and rates levied under any general or special Act and uncollected in the former municipalities of the Township of Malahide, the Township of South Dorchester and the Village of Springfield or their local boards which are due and unpaid on December 31, 1997, shall be deemed to be taxes, charges and rates due and payable to the new Municipality of Malahide/South Dorchester/Springfield and may be collected by the new Municipality or its local boards.

(2) If a former municipality listed under subsection (1) has commenced procedures under the *Municipal Tax Sales Act* and the procedures are not completed by January 1, 1998, the new Municipality of Malahide/South Dorchester/Springfield may continue the procedures.

59. (1) All taxes, charges and rates levied under any general or special Act and uncollected in the annexed area in Schedule C which are due and unpaid on December 31, 1997, shall be deemed to be taxes, charges and rates due and payable to the Town of Aylmer and may be collected by the Town or its local boards.

(2) If the Township of Malahide has commenced procedures under the *Municipal Tax Sales Act* for the annexed area in Schedule C and the procedures are not completed by January 1, 1998, the Town of Aylmer may continue the procedures.

60. (1) All taxes, charges and rates levied under any general or special Act and uncollected in the former municipalities of the Township of Bayham, the Village of Port Burwell and the Village of Vienna or their local boards which are due and unpaid on December 31, 1997, shall be deemed to be taxes, charges and rates due and payable to the new Municipality of Bayham/Port Burwell/Vienna and may be collected by the new Municipality or its local boards.

(2) If a former municipality listed under subsection (1) has commenced procedures under the *Municipal Tax Sales Act* and the procedures are not completed by January 1, 1998, the new Municipality of Bayham/Port Burwell/Vienna may continue the procedures.

RESERVES AND RESERVE FUNDS

61. The new Municipality of West Elgin shall not change the purpose for which any reserves and reserve funds, excluding the working fund reserves, designated for specific purposes by the former municipalities of the Township of Aldborough and the Village of West Lorne on or before December 31, 1997, were established.

62. The new Municipality of Dutton/Dunwich shall not change the purpose for which any reserves and reserve funds, excluding the working fund reserves, designated for specific purposes by the former municipalities of the Village of Dutton and the Township of Dunwich on or before December 31, 1997, were established.

63. The new Municipality of Yarmouth/Port Stanley/Belmont shall not change the purpose for which any reserves and reserve funds, excluding the working fund reserves, designated for specific purposes by the former municipalities of the Township of Yarmouth, the Village of Belmont and the Village of Port Stanley on or before December 31, 1997, were established.

64. The new Municipality of Malahide/South Dorchester/Springfield shall not change the purpose for which any reserves and reserve funds, excluding the working fund reserves, designated for specific purposes by the former municipalities of the Township of Malahide, the Township of South Dorchester and the Village of Springfield on or before December 31, 1997, were established.

65. The new Municipality of Bayham/Port Burwell/Vienna shall not change the purpose for which any reserves and reserve funds, excluding the working fund reserves, designated for specific purposes by the former municipalities of the Township of Bayham, the Village of Port Burwell and the Village of Vienna on or before December 31, 1997, were established.

BY-LAWS AND RESOLUTIONS

66. (1) On January 1, 1998, every by-law or resolution of the former municipalities of the Township of Aldborough and the Village of West Lorne and their local boards shall be deemed to be a by-law or resolution of the new Municipality of West Elgin and its local boards and shall remain in force in the area of the former municipalities until it is amended or repealed.

(2) Any official plan of a former municipality of the Township of Aldborough or the Village of West Lorne approved under the *Planning Act*, or a predecessor of that Act, shall be deemed to be a by-law or official plan of the new Municipality of West Elgin and shall remain in force until amended or repealed.

(3) If the former municipality of the Township of Aldborough or the Village of West Lorne has commenced procedures to enact a by-law under any Act or adopt an official plan or amendment to it under the *Planning Act*, and the by-law, official plan or amendment to it is not in force on January 1, 1998, the new Municipality of West Elgin may continue the procedures.

(4) Nothing in this section repeals or authorizes the amendment or repeal of,

- (a) by-laws or resolutions of the former municipalities of the Township of Aldborough or the Village of West Lorne passed under section 45, 58 and 61 of the *Drainage Act* or a predecessor of those sections;
- (b) by-laws 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; or
- (c) by-laws conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the councils of the former municipalities of the Township of Aldborough or the Village of West Lorne.

67. (1) On January 1, 1998, every by-law or resolution of the former municipalities of the Township of Dunwich and the Village of Dutton and their local boards shall be deemed to be a by-law or resolution of the new Municipality of Dutton/Dunwich and its local boards and shall remain in force in the area of the former municipalities until it is amended or repealed.

(2) Any official plan of the former municipalities of the Township of Dunwich or the Village of Dutton approved under the *Planning Act*, or a predecessor of that Act, shall be deemed to be a by-law or official plan of the new Municipality of Dutton/Dunwich and shall remain in force until amended or repealed.

(3) If the former municipality of the Township of Dunwich and the Village of Dutton has commenced procedures to enact a by-law under any Act or adopt an official plan or amendment to it under the *Planning Act*, and the by-law, official plan or amendment to it is not in force on January 1, 1998, the new Municipality of Dutton/Dunwich may continue the procedures.

(4) Nothing in this section repeals or authorizes the amendment or repeal of,

- (a) by-laws or resolutions of the former municipalities of the Township of Dunwich or the Village of Dutton passed under section 45, 58 and 61 of the *Drainage Act* or a predecessor of those sections;
- (b) by-laws 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; or

- (c) by-laws conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the councils of the former municipalities of the Township of Dunwich or the Village of Dutton.

68. (1) On January 1, 1998, the by-laws and resolutions of the former Township of Southwold extend to the annexed area in Schedule A and the by-laws and resolutions of the former Township of Dunwich cease to apply to such area except,

(a) by-laws of the Township of Dunwich,

- (i) that were passed under section 34 or 41 of the *Planning Act* or a predecessor of those sections,
- (ii) 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,

which shall remain in force until repealed by the council of the Township of Southwold;

(b) by-laws of the Township of Dunwich passed under section 45, 58 or 61 of the *Drainage Act* or a predecessor of those sections; and

- (c) by-laws conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the council of the Township of Dunwich.

(2) If the Township of Dunwich has commenced procedures to enact a by-law under any Act or to adopt an official plan or amendment to it under the *Planning Act* and that by-law, official plan or amendment applies to the annexed area in Schedule A and is not in force on January 1, 1998, the council of the Township of Southwold may continue the procedures to enact the by-law or adopt the official plan or amendment to the extent that it applies to the annexed area in Schedule A.

69. (1) On January 1, 1998, every by-law or resolution of the former municipalities of the Township of Yarmouth, the Village of Port Stanley and the Village of Belmont and their local boards shall be deemed to be a by-law or resolution of the new Municipality of Yarmouth/Port Stanley/Belmont and its local boards and shall remain in force in the area of the former municipalities until it is amended or repealed.

(2) On January 1, 1998, the by-laws and resolutions of the new Municipality of Yarmouth/Port Stanley/Belmont extend to the annexed area in Schedule B and the by-laws and resolutions of the former Township of Southwold cease to apply to such area except,

(a) by-laws of the Township of Southwold,

- (i) that were passed under section 34 or 41 of the *Planning Act* or a predecessor of those sections,
- (ii) 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,

which shall remain in force until repealed by the council of the new Municipality of Yarmouth/Port Stanley/Belmont;

(b) by-laws of the Township of Southwold passed under section 45, 58 or 61 of the *Drainage Act* or a predecessor of those sections; and

- (c) by-laws conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the council of the Township of Southwold.

(3) Any official plan of the former municipalities of the Township of Yarmouth, the Village of Port Stanley and the Village of Belmont approved under the *Planning Act*, or a predecessor of that Act, shall be deemed to be a by-law or official plan of the new Municipality of Yarmouth/Port Stanley/Belmont and shall remain in force until amended or repealed.

(4) If the former municipalities of the Township of Yarmouth, the Village of Port Stanley and the Village of Belmont have commenced procedures to enact a by-law under any Act or adopt an official plan or amendment to it under the *Planning Act*, and the by-law, official plan or amendment to it is not in force on January 1, 1998, the new Municipality of Yarmouth/Port Stanley/Belmont may continue the procedures.

(5) If the Township of Southwold has commenced procedures to enact a by-law under any Act or to adopt an official plan or amendment to it under the *Planning Act* and that by-law, official plan or amendment applies to the annexed area in Schedule B and is not in force on January 1, 1998, the council of the new Municipality of Yarmouth/Port Stanley/Belmont may continue the procedures to enact the by-law or adopt the official plan or amendment to the extent that it applies to the annexed area in Schedule B.

(6) Nothing in this section repeals or authorizes the amendment or repeal of,

- (a) by-laws or resolutions of the former municipalities of the Township of Yarmouth, the Village of Port Stanley and the Village of Belmont passed under section 45, 58 and 61 of the *Drainage Act* or a predecessor of those sections;
- (b) by-laws 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; or
- (c) by-laws conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the councils of the former municipalities of the Township of Yarmouth, the Village of Port Stanley and the Village of Belmont.

70. (1) On January 1, 1998, every by-law or resolution of the former municipalities of the Township of Malahide, the Township of South Dorchester and the Village of Springfield and their local boards shall be deemed to be a by-law or resolution of the new Municipality of Malahide/South Dorchester/Springfield and its local boards and shall remain in force in the area of the former municipalities of the Township of Malahide, the Township of South Dorchester and the Village of Springfield until it is amended or repealed.

(2) Any official plan of the former municipalities of the Township of Malahide, the Township of South Dorchester and the Village of Springfield approved under the *Planning Act*, or a predecessor of that Act, shall be deemed to be a by-law or official plan of the new Municipality of Malahide/South Dorchester/Springfield and shall remain in force until amended or repealed.

(3) If the former municipalities of the Township of Malahide, the Township of South Dorchester and the Village of Springfield have commenced procedures to enact a by-law under any Act or adopt an official plan or amendment to it under the *Planning Act*, and the by-law, official plan or amendment to it is not in force on January 1, 1998, the new Municipality of Malahide/South Dorchester/Springfield may continue the procedures.

(4) Nothing in this section repeals or authorizes the amendment or repeal of,

- (a) by-laws or resolutions of the former municipalities of the Township of Malahide, the Township of South Dorchester and the Village of Springfield passed under section 45, 58 and 61 of the *Drainage Act* or a predecessor of those sections;

(b) by-laws 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; or

(c) by-laws conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the councils of the former municipalities of the Township of Malahide, the Township of South Dorchester and the Village of Springfield.

71. (1) On January 1, 1998, the by-laws and resolutions of the Town of Aylmer extend to the annexed area in Schedule C and the by-laws and resolutions of the former Township of Malahide cease to apply to such area except,

(a) by-laws of the Township of Malahide,

- (i) that were passed under section 34 or 41 of the *Planning Act* or a predecessor of those sections,
- (ii) 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,

which shall remain in force until repealed by the council of the Town of Aylmer;

(b) by-laws of the Township of Malahide passed under section 45, 58 or 61 of the *Drainage Act* or a predecessor of those sections; and

(c) by-laws conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the council of the Township of Malahide;

(2) If the Township of Malahide has commenced procedures to enact a by-law under any Act or to adopt an official plan or amendment to it under the *Planning Act* and that by-law, official plan or amendment applies to the annexed area in Schedule C and is not in force on January 1, 1998, the council of the Town of Aylmer may continue the procedures to enact the by-law or adopt the official plan or amendment to the extent that it applies to the annexed area in Schedule C.

72. (1) On January 1, 1998, every by-law or resolution of the former municipalities of the Township of Bayham, the Village of Port Burwell and the Village of Vienna and their local boards shall be deemed to be a by-law or resolution of the new Municipality of Bayham/Port Burwell/Vienna and its local boards and shall remain in force in the area of the former municipalities of the Township of Bayham, the Village of Port Burwell and the Village of Vienna until it is amended or repealed.

(2) Any official plan of the former municipalities of the Township of Bayham, the Village of Port Burwell and the Village of Vienna approved under the *Planning Act*, or a predecessor of that Act, shall be deemed to be a by-law or official plan of the new Municipality of Bayham/Port Burwell/Vienna and shall remain in force until amended or repealed.

(3) If the former municipalities of the Township of Bayham, the Village of Port Burwell and the Village of Vienna have commenced procedures to enact a by-law under any Act or adopt an official plan or amendment to it under the *Planning Act*, and the by-law, official plan or amendment to it is not in force on January 1, 1998, the new Municipality of Bayham/Port Burwell/Vienna may continue the procedures.

(4) Nothing in this section repeals or authorizes the amendment or repeal of,

- (a) by-laws or resolutions of the former municipalities of the Township of Bayham, the Village of Port Burwell and the Village of Vienna passed under section 45, 58 and 61 of the *Drainage Act* or a predecessor of those sections;

- (b) by-laws 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; or
- (c) by-laws conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the councils of the former municipalities of the Township of Bayham, the Village of Port Burwell and the Village of Vienna.

TAX PHASE-IN

73. Any increase in the rates of taxation for municipal purposes for each new municipality that would occur solely as a result of this Order shall be implemented in full for the 1998 taxation year.

TRANSITION BOARDS

74. (1) On or before June 15, 1997, a transition board shall be established for the former municipalities of the Township of Aldborough and the Village of West Lorne.

(2) The board established under subsection (1) is constituted as body corporate and ceases to exist on January 1, 1998.

(3) The transition board shall be composed of the following four members,

- (a) the heads of council from the former municipalities of the Township of Aldborough and the Village of West Lorne; and
- (b) one other member of council from each of the former municipalities of the Township of Aldborough and the Village of West Lorne appointed by those councils.

75. (1) On or before June 15, 1997, a transition board shall be established for the former municipalities of the Village of Dutton and the Township of Dunwich.

(2) The board established under subsection (1) is constituted as body corporate and ceases to exist on January 1, 1998.

(3) The transition board shall be composed of the following four members,

- (a) the heads of council from the former municipalities of the Village of Dutton and the Township of Dunwich; and
- (b) one other member of council from each of the former municipalities of the Village of Dutton and the Township of Dunwich appointed by those councils.

76. (1) On or before June 15, 1997, a transition board shall be established for the former municipalities of the Township of Yarmouth, the Village of Belmont and the Village of Port Stanley.

(2) The board established under subsection (1) is constituted as body corporate and ceases to exist on January 1, 1998.

(3) The transition board shall be composed of the following six members,

- (a) the heads of council from the former municipalities of the Township of Yarmouth, the Village of Belmont and the Village of Port Stanley; and
- (b) one other member of council from each of the former municipalities of the Township of Yarmouth, the Village of Belmont and the Village of Port Stanley appointed by those councils.

77. (1) On or before June 15, 1997, a transition board shall be established for the former municipalities of the Township of Malahide, the Township of South Dorchester and the Village of Springfield.

(2) The board established under subsection (1) is constituted as body corporate and ceases to exist on January 1, 1998.

(3) The transition board shall be composed of the following six members,

- (a) the heads of council from the former municipalities of Township of Malahide, the Township of South Dorchester and the Village of Springfield; and
- (b) one other member of council from each of the former municipalities of the Township of Malahide, the Township of South Dorchester and the Village of Springfield appointed by those councils.

78. (1) On or before June 15, 1997, a transition board shall be established for the former municipalities of the Township of Bayham, the Village of Port Burwell and the Village of Vienna.

(2) The board established under subsection (1) is constituted as body corporate and ceases to exist on January 1, 1998.

(3) The transition board shall be composed of the following six members,

- (a) the heads of council from the former municipalities of Township of Bayham, the Village of Port Burwell and the Village of Vienna; and
- (b) one other member of council from each of the former municipalities of the Township of Bayham, the Village of Port Burwell and the Village of Vienna appointed by those councils.

79. (1) The boards established under subsections 74(1), 75(1), 76(1), 77(1) and 78(1) may exercise the powers specified in subsection (3).

(2) The councils of the former municipalities shall not exercise the powers specified in clause (3)(c) without the approval of the transition board.

(3) The boards established under subsections 74(1), 75(1), 76(1), 77(1) and 78(1) have the following powers,

- (a) establish a budget for 1997 transitional purposes and apportion such costs to the former municipalities on the basis of weighted equalized assessment;
- (b) review and prepare a report for the consideration of the council of the new municipality regarding which services, if any, shall be financed by user fees or special mill rate adjustments;
- (c) review and approve all expenditures that are not included in the approved municipal operating or capital budgets for 1997, including the disposition or transfer of assets;
- (d) review and prepare a report for the consideration of the council of the new municipality with respect to transitional issues concerning services, policies, staff resources and equipment;
- (e) exercise the powers of the councils of the former municipalities in employment and labour matters arising as a result of this Order, including negotiations with trade unions and applications to the Ontario Labour Relations Board;
- (f) in consultation with affected employee bargaining groups, establish a transition protocol that provides for,
 - (i) an appropriate selection process for available positions, including inducements for early exit or early retirement and termination packages for displaced employees, and
 - (ii) the procedures for the placement of employees of the former municipalities in available positions in the new

municipality, subject to no external hiring until all the employees of the former municipalities have had an opportunity for placement; and

- (g) set the terms and conditions of employment for any internal appointments or promotions and any external recruitment for the new municipality.

DISPUTE RESOLUTION

80. Where a dispute arises with respect to any issue arising out of the interpretation of this proposal, any one of the parties may,

- (a) refer the matter in dispute to arbitration in accordance with the provisions of the *Arbitration Act, 1991*; or
- (b) defer the matter to the council of the municipality in the area to which the dispute pertains, subsequent to January 1, 1998, for resolution.

AL LEACH
Minister of Municipal Affairs and Housing

Dated at Toronto on May 15, 1997.

SCHEDULE A

Lands Annexed to the Township of Southwold from the Township of Dunwich

All that part of Lot C, Concession 8, Township of Dunwich lying North East of County Road #14 (Road used in Lieu of the Townline)

SCHEDULE B

Lands Annexed to the Village of Port Stanley from the Township of Southwold

All of Lots 15 to 25 inclusive lying west of Main Street and/or Plank Road and North of Durham Street all as shown on Plan 20 for Middlesex.

SCHEDULE C

Lands Annexed to the Town of Aylmer from the Township of Malahide

395 John Street South, being part of the North part of Town Lot number Thirty-eight East on John Street and South of Bradley Street, in the Town of Aylmer as laid out on Registered Plan 164 and the South part of Township lot number Eighty-four South on Talbot Road East, in the Township of Malahide, described in instrument no. 35457 (Malahide) and instrument no. 17670 (Aylmer) registered in the Land Registry Office for the Registry Division of Elgin (No. 11).

415 John Street South in the Town of Aylmer and in the Township of Malahide, County of Elgin, and being part of the south half of Lot 84, South Talbot Road and part of Lot 38, East on John Street, Town of Aylmer, Plan 164, described in instrument no. 339901 registered in the Land Registry Office for the Registry Division of Elgin (No. 11).

431 John Street South, being parts of Lots 38 and 39, East on John Street, according to Plan 164, in the Town of Aylmer, and Part of Lot 84, Concession South Talbot Road East, Township of Malahide, County of Elgin, described in instrument no. 357157 registered in the Land Registry Office for the Registry Division of Elgin (No. 11).

449 John Street South, being the South Half Lot 84, South Talbot Road, East in the Township of Malahide, in the County of Elgin and Parts of Lots 40 and 41 East Side of John Street, on Registered Plan 164 in the Town of Aylmer, in the County of Elgin, described in instrument no. 344563 registered in the Land Registry Office for the Registry Division of Elgin (No. 11).

SCHEDULE D

Ward Boundaries for the New Municipality of West Elgin

WARD ONE

Comprising all the lots numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 in the Broken Front and 1st and 2nd Concessions,

Comprising all the lots numbered A, B, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 in the 3rd Concession and the lots numbered A, B, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 in the 4th Concession.

Comprising all the lots numbered A, B, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 in the 5th, 6th and Gore Concessions

Comprising all the lots numbered A, B, C, D, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 in the 7th, 8th, 9th and 10th Concession excepting the portions of the said lots included in the former Village of Rodney

WARD TWO

Comprising all that part of the former Village of Rodney which lies west of the centre line of Furnival Road, comprising all that part of the former Village of Rodney which lies east of the centre line of Furnival Road.

WARD THREE

Comprising all the lots numbered 17, 18, 19, 20, 21, 22, 23, Gore, 24, Y and Z in Concessions B and A Aldborough East

Comprising all the lots numbered 17, 18, 19, 20, 21, 22, 23, Gore, 24, Y and Z in Concessions 1, 2, 3 and 4 Aldborough East, also includes Lot 15 Concession 4 Aldborough West, Lot 15 Concession 5 Aldborough West, Lot 15 Concession 6 Aldborough West and Lot 13 Concession Gore Aldborough West.

Comprising all the lots numbered 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 in Concessions 7, 8, 9 and 10 Aldborough East excepting the portions of the said lots included in the Village of West Lorne

WARD FOUR

Comprising all that part of the Village of West Lorne which lies west of the centre line of Graham Street,

Comprising all that part of the Village of West Lorne which lies east of the centre line of Graham Street

WARD FIVE

Comprising all the lots numbered A, B, C, D, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 in the 11th, 12th, 13th and 14th Concessions from the West Townline to the Kerr Road

SCHEDULE E

Ward Boundaries for the New Municipality of Yarmouth/Beimont/Port Stanley

WARD ONE

Comprising all the lands in the Village of Port Stanley.

WARD TWO

Comprising Lots 1 to 28 inclusive in the First Concession excepting the Village of Port Stanley, and Lots 1 to 28 inclusive in the Second, Third and Fourth Concessions in the Township of Yarmouth.

WARD THREE

Comprising Lots 1 to 28 inclusive in the Fifth and Sixth Concessions, Lots 3 and 4, the south half of Lots 9 to 15 inclusive, and Lots 16 to 28 inclusive in the Seventh Concession, Lots 16 to 28 inclusive in the Eighth Concession, and Lots 16 to 28 inclusive south of the railway in the Ninth Concession in the Township of Yarmouth.

WARD FOUR

Comprising the north half of Lots 10 to 15 inclusive in the Seventh Concession, Lots 10 to 15 inclusive in the Eighth Concession, Lots 1 to 3 and 10 to 15 inclusive in the Ninth Concession, Lots 1 to 3 and 9 to 13 inclusive in Range 1 South of Edgeware Road, Lots 1 to 5 and 9 to 13 inclusive in Range 1 North of Edgeware Road, Lots 1 to 5 and 9 to 13 inclusive in Range 2 North of Edgeware Road, and Lots 1 to 13 inclusive in the Tenth Concession in the Township of Yarmouth.

WARD FIVE

Comprising Lots 16 to 21 inclusive north of the railway in the Ninth Concession, Lots 14 to 21 inclusive north of the railway in Range 1 South of Edgeware Road, Lots 14 to 24 inclusive north of the railway in Range 1 North of Edgeware Road, Lots 9 to 24 inclusive in Range 2 North of Edgeware Road, Lots 14 to 24 inclusive in the Tenth Concession, Lots 1 to 18 inclusive in the Eleventh and Twelfth Concessions, Lots 2 to 18 inclusive in the Thirteenth Concession, Lots 9 to 17 inclusive in the Fourteenth Concession, and Lots 15, 16 and 17 in the Fifteenth Concession in the Township of Yarmouth and all lands in the Village of Belmont.

SCHEDULE F

**Ward Boundaries for the New Municipality of Malahide/
South Dorchester/Springfield**

WARD ONE

Comprising all lands north of the railway in the 7th Concession and North Gore of Malahide Township from Lots 1 to 15 inclusive and comprising the 8th and 9th Concessions from Lots 1 to 15 inclusive and in South Dorchester Township comprising all the lands in the 7th, 8th, 9th, 10th, 11th and 12th Concessions from Lots 10 to 24 inclusive.

WARD TWO

Comprising all lands in the 9th and 10th Concessions of Malahide Township from Lots 16 to 35 inclusive and all the Village of Springfield and in South Dorchester Township comprising all the lands in the 7th, 8th, 9th, 10th, 11th and 12th Concessions from Lots 1 to 9 and Lots A and B inclusive.

WARD THREE

Comprising all lands in the 4th, 5th and 6th Concessions of Malahide Township from Lots 21 to 35 inclusive and the north half of Lots 21 to 35 inclusive in the 3rd Concession and comprising all lands south of the railway in the 7th Concession and North Gore from Lots 13 to 15 inclusive and comprising all lands in the 7th, North Gore, and 8th Concessions of Malahide Township from Lots 16 to 35 inclusive.

WARD FOUR

Comprising all lands in the 1st and 2nd Concessions from Lots 1 to 35 inclusive and the south half of Lots 1 to 35 inclusive in the 3rd Concession in Malahide Township.

WARD FIVE

Comprising all lands south of the railway in the 7th Concession of Malahide Township from Lots 1 to 7 inclusive and comprising the 4th, 5th, South Gore, and 6th Concessions from Lots 1 to 20 inclusive and the north half of Lots 1 to 20 inclusive in the 3rd Concession of Malahide Township.

SCHEDULE G

**Ward Boundaries for the New Municipality of
Bayham/Port Burwell/Vienna**

WARD ONE

Comprising the Villages of Port Burwell and Vienna and the following:

First Concession: Lots 1 - 28 inclusive

Second Concession: Lots 1 - 13 inclusive, the south half of Lots 14 and 15 inclusive, south of Vienna, and the south part of Lots 16 - 28 inclusive

Third Concession: South half of Lots 1 - 11 inclusive

WARD TWO

Second Concession: North half of Lots 15 - 28 inclusive

Third Concession: North half of Lots 1 - 11 inclusive, and the northerly portions of Lots 12 - 16 inclusive, north of the Village of Vienna, and those portions of Lots 15 and 16 lying east of the Village of Vienna and all of Lots 17 - 28 inclusive

Fourth Concession: South half of Lots 1 - 4 inclusive and all of Lots 5 - 28 inclusive

Fifth Concession: Those portions of Lot 5 lying north, south and east of the Big Otter Creek and the portion of Lot 5 lying north and west of the Little Otter Creek and all of Lots 6 - 28 inclusive

South Gore: The south part of Lots 115 - 130 inclusive and all of Lots 131 - 136 inclusive

Sixth Concession: South half of 113 - 117 inclusive and all of Lots 118 - 136 inclusive

Seventh Concession: South half of Lots 118 and 119 on the south side of Maple Grove Line and all of Lots 120 - 136 inclusive

North Gore: The south part of Lots 18 - 28 inclusive, lying south of the Little Otter Creek

Eighth Concession: The south part of Lots 24 - 28 inclusive, lying south of the Little Otter Creek

WARD THREE

Fourth Concession: The north half of Lots 1 - 4 inclusive, west of the Big Otter Creek

Fifth Concession: All of Lots 1 - 4 inclusive, and that portion of Lot 5 lying south and west of the Big Otter Creek

Sixth Concession: All of Lots 109 - 112 inclusive, and the north half of Lots 114 - 117 inclusive

Seventh Concession: All of Lots 109 - 117 inclusive, and the north half of Lot 118

North Gore: All of Lots 1-23 inclusive which lie within the limits of the North Gore.

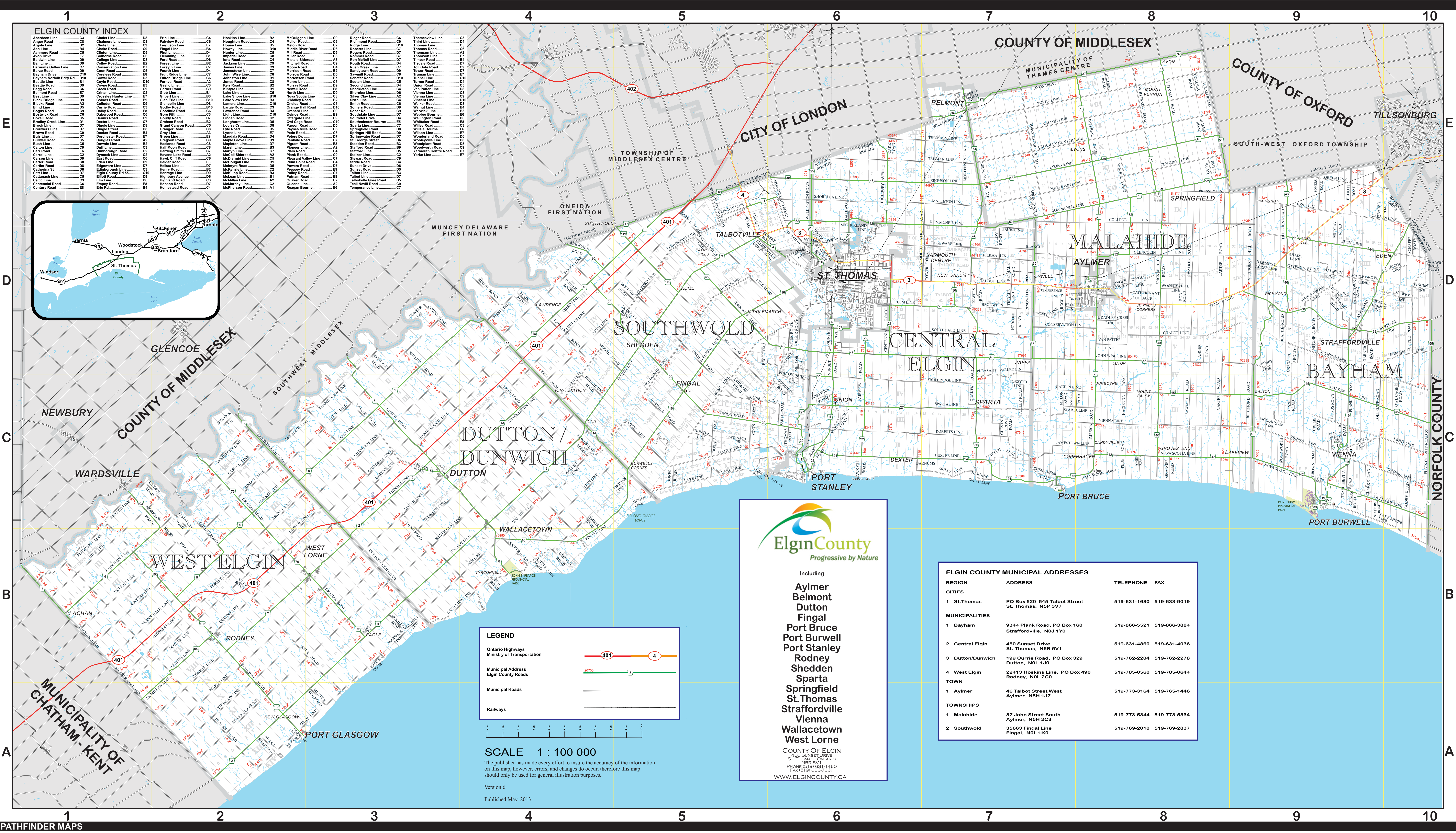
Eighth Concession: All of Lots 1 - 23 inclusive, and those portions of Lots 24 - 28 inclusive, lying north of the Little Otter Creek

Ninth Concession: All of Lots 1 - 25 inclusive, the south part of Lots 26 and 27 and that portion of Lot 28 lying north of Eden Line and east of Coyle Road

Tenth Concession: All of Lots 1 - 24 inclusive, and the south part of Lot 25 lying north of Carson Line

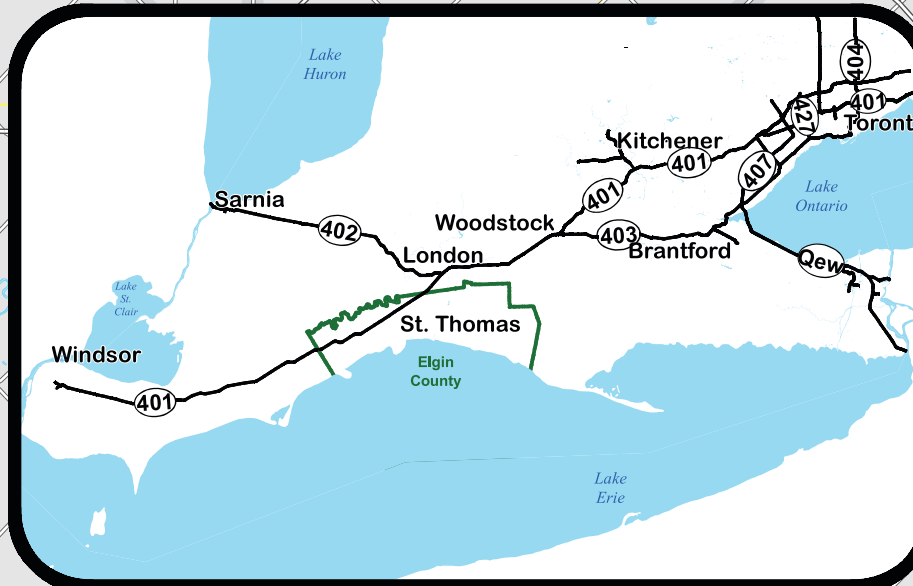
Eleventh Concession: All of Lots 10-21 inclusive which are within the limits of Bayham Township, inclusive

SCHEDULE E



ELGIN COUNTY INDEX

Aberdeen Line	C3	Chateau Line	D8	Erie Line	C4	Hoskins Line	B2	McQuiggan Line	C9	Rieger Road	C6	Thamesview Line	C3
Anger Road	C8	Chute Line	C4	Fairview Line	C6	Houghton Road	C4	Mall Road	C9	Rimond Road	C9	Third Line	D4
Argyle Line	B2	Clifton Line	D5	Ferguson Line	C7	House Line	C7	Melon Road	C7	Rogers Road	D7	Thomas Line	C5
Ashtown Road	C5	Clinton Line	D5	First Line	D4	Hunter Line	C4	Mill Road	D5	Roberts Line	D10	Thomson Line	A2
Baldwin Line	D9	College Line	D8	Fleming Road	D6	Imperial Road	C8	Mistake Road	C3	Rommel Road	C7	Thomson Line	C9
Bail Line	D9	Conley Line	B2	Ford Road	D4	Iona Road	C4	Mistake Sideroad	A3	Ron McNeil Line	D7	Timber Road	B4
Barnum Gully Line	C7	Conservation Line	D7	Forest Line	B2	Jackson Line	C9	Mitchell Road	C9	Routh Road	D9	Tudor Road	D7
Barrow Road	D9	Coon Road	C8	Fourth Line	D4	James Line	C9	Moore Road	C4	Rush Creek Line	C7	Tol Gate Road	D7
Bayham Drive	C10	Corbetta Road	C8	Fruit Ridge Line	C7	Morrison Line	B2	Morrow Road	D5	Sawmill Road	C8	Truman Line	D7
Bayham Norfolk Bdy Rd.	D10	Cowal Road	D3	Fulton Bridge Line	C6	Johnston Line	B1	Mortensen Road	E7	Schafer Road	D10	Tunnel Line	C10
Beattie Line	B1	Coyle Road	A2	Gale Line	C3	Kerr Road	B2	Murray Road	D9	Second Line	D4	Turner Road	C4
Beatty Road	D9	Craig Road	B3	Glen Line	B10	Kerr Road	B2	Murray Road	D9	Shackleton Line	C4	Union Road	C8
Belmont Road	E7	Crisman Line	C2	Glen Line	B10	Kerr Road	B2	Murray Road	D9	Shackleton Line	C4	Van Patten Line	D8
Black Bridge Line	D9	Crisman Line	C2	Glen Line	B10	Kerr Road	B2	Murray Road	D9	Shackleton Line	C4	Van Patten Line	D8
Black Road	A2	Crisman Line	C2	Glen Line	B10	Kerr Road	B2	Murray Road	D9	Shackleton Line	C4	Van Patten Line	D8
Blind Line	D5	Crisman Line	C2	Glen Line	B10	Kerr Road	B2	Murray Road	D9	Shackleton Line	C4	Van Patten Line	D8
Bogus Road	C8	Crisman Line	C2	Glen Line	B10	Kerr Road	B2	Murray Road	D9	Shackleton Line	C4	Van Patten Line	D8
Booth Road	D7	Crisman Line	C2	Glen Line	B10	Kerr Road	B2	Murray Road	D9	Shackleton Line	C4	Van Patten Line	D8
Bradley Creek Line	D7	Crisman Line	C2	Glen Line	B10	Kerr Road	B2	Murray Road	D9	Shackleton Line	C4	Van Patten Line	D8
Brook Line	D7	Crisman Line	C2	Glen Line	B10	Kerr Road	B2	Murray Road	D9	Shackleton Line	C4	Van Patten Line	D8
Brown Line	D7	Crisman Line	C2	Glen Line	B10	Kerr Road	B2	Murray Road	D9	Shackleton Line	C4	Van Patten Line	D8
Brown Road	D7	Crisman Line	C2	Glen Line	B10	Kerr Road	B2	Murray Road	D9	Shackleton Line	C4	Van Patten Line	D8
Buis Line	D7	Crisman Line	C2	Glen Line	B10	Kerr Road	B2	Murray Road	D9	Shackleton Line	C4	Van Patten Line	D8
Burwell Road	D7	Crisman Line	C2	Glen Line	B10	Kerr Road	B2	Murray Road	D9	Shackleton Line	C4	Van Patten Line	D8
Bush Line	D7	Crisman Line	C2	Glen Line	B10	Kerr Road	B2	Murray Road	D9	Shackleton Line	C4	Van Patten Line	D8
Calton Line	D7	Crisman Line	C2	Glen Line	B10	Kerr Road	B2	Murray Road	D9	Shackleton Line	C4	Van Patten Line	D8
Carr Road	E6	Crisman Line	C2	Glen Line	B10	Kerr Road	B2	Murray Road	D9	Shackleton Line	C4	Van Patten Line	D8
Carroll Line	D9	Crisman Line	C2	Glen Line	B10	Kerr Road	B2	Murray Road	D9	Shackleton Line	C4	Van Patten Line	D8
Carroll Road	D9	Crisman Line	C2	Glen Line	B10	Kerr Road	B2	Murray Road	D9	Shackleton Line	C4	Van Patten Line	D8
Cartier Road	D8	Crisman Line	C2	Glen Line	B10	Kerr Road	B2	Murray Road	D9	Shackleton Line	C4	Van Patten Line	D8
Catherine St.	D8	Crisman Line	C2	Glen Line	B10	Kerr Road	B2	Murray Road	D9	Shackleton Line	C4	Van Patten Line	D8
Catt Line	D8	Crisman Line	C2	Glen Line	B10	Kerr Road	B2	Murray Road	D9	Shackleton Line	C4	Van Patten Line	D8
Catt Road	D8	Crisman Line	C2	Glen Line	B10	Kerr Road	B2	Murray Road	D9	Shackleton Line	C4	Van Patten Line	D8
Catholic Line	C3	Crisman Line	C2	Glen Line	B10	Kerr Road	B2	Murray Road	D9	Shackleton Line	C4	Van Patten Line	D8
Celtic Line	C3	Crisman Line	C2	Glen Line	B10	Kerr Road	B2	Murray Road	D9	Shackleton Line	C4	Van Patten Line	D8
Centennial Road	C3	Crisman Line	C2	Glen Line	B10	Kerr Road	B2	Murray Road	D9	Shackleton Line	C4	Van Patten Line	D8
Century Road	E8	Crisman Line	C2	Glen Line	B10	Kerr Road	B2	Murray Road	D9	Shackleton Line	C4	Van Patten Line	D8



LEGEND

Ontario Highways
Ministry of Transportation

Municipal Address
Elgin County Roads

Municipal Roads

Railways

SCALE 1 : 100 000

The publisher has made every effort to insure the accuracy of the information on this map, however, errors, and changes do occur, therefore this map should only be used for general illustration purposes.

Version 6
Published May, 2013

ElginCounty
Progressive by Nature

Including

- Aylmer
- Belmont
- Dutton
- Fingal
- Port Bruce
- Port Stanley
- Rodney
- Shedden
- Sparta
- Springfield
- St. Thomas
- Stratfordville
- Vienna
- Wallacetown
- West Lorne

COUNTY OF ELGIN
450 SUNSET DRIVE
ST. THOMAS, ONTARIO
N5R 5V1
PHONE (519) 631-1460
FAX (519) 633-7661
WWW.ELGINCOUNTY.CA

ELGIN COUNTY MUNICIPAL ADDRESSES

REGION	ADDRESS	TELEPHONE	FAX
CITIES			
1 St. Thomas	PO Box 520 545 Talbot Street St. Thomas, NSP 3V7	519-631-1680	519-633-9019
MUNICIPALITIES			
1 Bayham	9344 Plank Road, PO Box 160 Stratfordville, N0L 1Y0	519-866-5521	519-866-3884
2 Central Elgin	450 Sunset Drive St. Thomas, NSR 5V1	519-631-4860	519-631-4036
3 Dutton/Dunwich	199 Currie Road, PO Box 329 Dutton, N0L 1J0	519-762-2204	519-762-2278
4 West Elgin	22413 Hoskins Line, PO Box 490 Rodney, N0L 2C0	519-785-0560	519-785-0644
TOWN			
1 Aylmer	46 Talbot Street West Aylmer, N5H 1J7	519-773-3164	519-765-1446
TOWNSHIPS			
1 Malahide	87 John Street South Aylmer, N5H 2C3	519-773-5344	519-773-5334
2 Southwold	35663 Fingal Line Fingal, N0L 1K0	519-769-2010	519-769-2837

SCHEDULE F



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

AND IN THE MATTER OF an Application by Natural
Resource Gas Limited for a certificate of public
convenience and necessity to construct works to supply
gas and to supply gas to the inhabitants of the County of
Elgin.

BEFORE: J. C. Allan
 Presiding Member

 E. R. Robertson
 Member

 P. Vlahos
 Member

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

Natural Resource Gas Limited ("NRG") filed with the Ontario Energy Board ("the Board") an Application dated February 17, 1994 ("the Application") under section 8 of the Municipal Franchises Act, for a certificate of public convenience and necessity to construct works to supply gas and to supply gas in the County of Elgin.

The Board's Notice of Application was published and also served upon the Clerk-Treasurer of the Corporation of the County of Elgin.

The Application was heard in Toronto on October 6, 1995 in the presence of counsel for NRG and counsel for Board Staff.

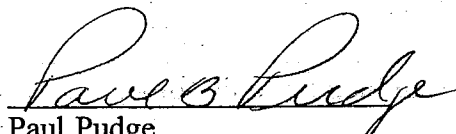
The Board issued an oral decision at the conclusion of the hearing wherein the Board approved the Application.

THEREFORE THE BOARD ORDERS THAT:

1. A Certificate of Public Convenience and Necessity is granted to NRG to construct works to supply gas and to supply gas in the County of Elgin.
2. The Board's costs shall be paid by NRG forthwith upon the issuance of the Board's Invoice.

ISSUED at Toronto, February 9, 1996.

ONTARIO ENERGY BOARD


Paul Pudge
Board Secretary

SCHEDULE G



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	)	October 15, 1981
	Member	)	
		)	
	R. R. Perdue	)	
	Member	)	

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:

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
5. the Village of Springfield
6. the Village of Vienna
7. those areas of the Townships of Southwest Oxford, North Dorchester, Westminster, Norfolk and Bayham set out in Appendix "A" to this Order.

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

ONTARIO ENERGY BOARD



Imelda Walker
Assistant Board Secretary

Imelda Walker
Imelda Walker
Assistant Board Secretary

TOWNSHIP OF WESTMINSTER

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

1. The whole of Lots 3, 4, 5 and 6 in Concession 8.
2. The whole of Lots 1, 2, 3, 4, 5 and 6, in
Concession 7.
3. The whole of Lots 1, 2 and 3 in each of
Concessions 3, 4, 5 and 6.
4. The south halves of Lots 4, 5 and 6, in
Concession 6.
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.
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.

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

TOWNSHIP OF NORTH DORCHESTER

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:

1. The whole of Lot 24 in Concession A.
2. The north half of Lot 24, in Concession B.
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.
4. Those parts of Lots 21, 22, 23 and 24, in Concession 1 lying south of Highway 401.
5. The whole of Lots 21, 22, 23 and 24 in each of Concessions 2, 3, 4, 5 and 6.
6. The west half of the southerly quarter of Lot 20 in Concession 5.
7. The whole of Lot 20, in Concession 6, save and except the northeasterly quarter thereof.

8. The south halves of Lots 11, 12, 13, 14, 15, 16, 17, 18 and 19, in Concession 6.
9. The whole of Lots 6, 7, 8, 9 and 10 in each of Concessions 2, 3, 4, 5 and 6.
10. Those parts of Lots 6, 7, 8, 9 and 10 in Concession 1 lying South of Highway 401.
11. The south halves of Lots B, 1, 2, 3, 4 and 5, in Concession 6.
12. The whole of Lot A in each of Concessions 2, 3, 4, 5 and 6.
13. That part of Lot A, in Concession 1 lying south of Highway 401.

TOWNSHIP OF SOUTHWEST OXFORD

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

3. The whole of Lots 15 to 28, both inclusive, in each of Concessions 2 to 12, both inclusive.
4. The southerly quarter of Lot 14, in Concession 10.
5. The southerly quarter of Lot 14, in Concession 11.

TOWNSHIP OF BAYHAM

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.
2. The whole of Lots 20, 21, 22, 23, 24 and 25, in Concession 10.
3. The whole of Lots 20, 21, 22, 23, 24, 25, 26, 27 and 28, in Concession 9.
4. The southerly 200 feet of Lots 17, 18 and 19, in Concession 9.
5. The northerly 200 feet of Lots 17, 18 and 19 in Concession 8.
6. The north half of Lot 20, in Concession 8.

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

TOWNSHIP OF NORFOLK

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:

1. The whole of Gore Lot A.
2. The north half of Gore Lot B.

(FORMERLY MIDDLETON)

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 Middleton, in the County of Norfolk, and being composed of the following:

1. The south quarters of Lots 1 and 2, in Concession 1, North of Talbot Road.
2. The whole of Lots 1 and 2, in each of Concessions 1 and 2, South of Talbot Road.

(FORMERLY NORTH WALSHINGHAM)

ALL AND SINGULAR those certain parcels of 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:

1. The whole of Lot 1 in each of Concessions 11, 12, 13 and 14.
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.
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.

4. The whole of Lots 1 in each of Concessions 7 and 8.
5. The south halves of each of Lots 2, 3, 4 and 5 in Concession 7.

(FORMERLY SOUTH WALSINGHAM)

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:

1. The whole of Lots 1, 2, 3, 4 and 5, in each of Concessions 1, 2, 3, 4, 5 and 6.
2. The whole of Lots 1, 2, 3, 4 and 5, in each of Ranges A and B.
3. The whole of Marsh Lots 1, 2, 3, 4 and 5.
4. The whole of Gore Lot E, in Concession 3.
5. The whole of Gore Lot D in Concession 2.
6. The whole of Gore Lot C in Concession 1.
7. The whole of Gore Lot B, in Range A.
8. The whole of Gore Lot A, in Range B.
9. The whole of Marsh Lot in front of Gore Lot A, Range B.

SCHEDULE H

FRANCHISE AGREEMENT

THIS AGREEMENT effective this ____ day of _____, 20__.

BETWEEN:

CORPORATION OF THE TOWNSHIP OF MALAHIDE
hereinafter called the “**Corporation**”

- and -

NATURAL RESOURCE GAS 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:

ARTICLE 1 – DEFINITIONS

1.1 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 3.1 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.

ARTICLE 2 - RIGHTS GRANTED

2.1 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.

2.2 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.

2.3 Duration of Agreement and Renewal Procedures.

- (a) 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.

- (b) 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*.

ARTICLE 3 – CONDITIONS

3.1 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.

3.2 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.

3.3 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.

3.4 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 the Corporation's reasonably incurred costs, as certified by the Engineer/Road Superintendent.

3.5 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.

3.6 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 3.5. 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.

3.7 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 3.8 of this Agreement.

3.8 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.

ARTICLE 4 – PROCEDURAL AND OTHER MATTERS

4.1 Municipal By-laws of General Application

The Agreement is subject to the provisions of all regulating statutes and all municipal bylaws of general application, except by-laws which have the effect of amending this Agreement.

4.2 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.

4.3 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 3.1 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 3.8 applies to the cost of relocation.

4.4 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.

4.5 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.

4.6 Agreement Binding Parties

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

[Signatures on next page]

IN WITNESS WHEREOF the parties have executed this Agreement effective from the date written above.

**THE CORPORATION OF THE
TOWNSHIP OF MALAHIDE**

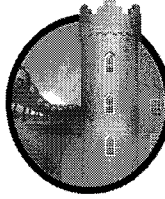
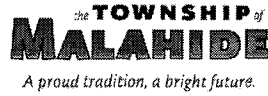
By: _____
Dave Mennill, Mayor

By: _____
Michelle Casavecchia-Somers, Clerk

**NATURAL RESOURCE GAS
LIMITED**

By: _____

SCHEDULE I



I, Diana Wilson, Deputy Clerk of the Township of Malahide, do hereby certify that attached Resolutions are a true copy of Resolution No. 15-119 and 15-126 as passed by the Council of The Corporation of the Township of Malahide on the 21st day of May, 2015, relating to the Natural Resource Gas Limited Franchise Agreement.

Dated at the Township of
Malahide, on this 25th
day of May, 2015.

Diana Wilson – Deputy Clerk

No. 15-119

Moved by: Max Moore

Seconded by: Mark Wales

THAT Report No. FIN-15-17 entitled "Franchise Agreement with NRG" be received;

AND THAT By-law No. 15-40, being a by-law to authorize a Franchise Agreement with Natural Resource Gas Limited, be approved; noting that such by-law will receive first and second reading only until such time as the Ontario Energy Board grants its approval.

ANDTHAT the Council of the Township of Malahide does hereby approve the form of draft by-law and franchise agreement attached hereto and authorizes the submission thereof to the Ontario Energy Board for approval pursuant to the provisions of Section 9 of The Municipal Franchises Act.

AND THAT the Council of the Township of Malahide does hereby request that the Ontario Energy Board make an Order declaring and directing that the assent of the municipal electors to the attached draft by-law and franchise agreement pertaining to the Corporation of the Township of Malahide is not necessary pursuant to the provisions of Section 9(4) of the Municipal Franchises Act.

Carried.

No. 15-126

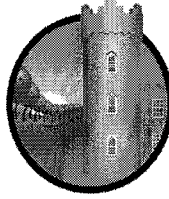
Moved by: Mark Wales

Seconded by: Rick Cerna

THAT By-law No. 15-40, being a By-law to authorize the execution of a Franchise Agreement with Natural Resource Gas Limited, be given first and second readings, and properly signed and sealed.

Carried

SCHEDULE J



I, Diana Wilson, Deputy Clerk of the Township of Malahide, do hereby certify the attached is a true copy of By-law No.15-40 being the By-law to authorize the execution of a Franchise Agreement with Natural Resource Gas Limited, be given first and second readings and properly signed and sealed.

Dated at the Township of
Malahide on this 25th day
of May, 2015.



Diana Wilson

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE

BY-LAW NO. 15-40

Being a By-law to authorize a Franchise Agreement with
Natural Resource Gas Limited.

WHEREAS Section 5(3) of the Municipal Act, 2001, c. 25, as amended, authorizes a municipality to pass by-laws to exercise its municipal powers;

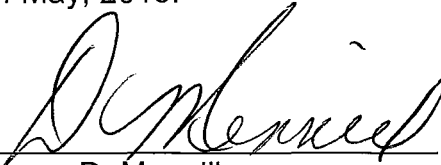
AND WHEREAS the Ontario Energy Board by its Order issued pursuant to the Municipal Franchises Act on the _____ day of _____, 2015 has approved the terms and conditions upon which and the period for which the franchise provided in the Franchise Agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of this Bylaw is not necessary:

AND WHEREAS a copy of the said Agreement between Natural Resource Gas Limited and The Corporation of the Township of Malahide is attached hereto;

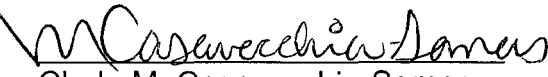
NOW THEREFORE the Council of The Corporation of the Township of Malahide **HEREBY ENACTS AS FOLLOWS:**

1. THAT the Franchise Agreement between The Corporation of the Township of Malahide and Natural Resource Gas Limited attached hereto and forming part of this By-law is hereby authorized and the franchise provided for therein is hereby granted.
2. THAT the Mayor and Clerk be and they are hereby authorized and instructed on behalf of the Corporation of the Township of Malahide to enter into and execute under its corporate seal and deliver the Franchise Agreement, which is hereby incorporated into and forming part of this By-law.
3. THAT the following By-laws be and they are hereby repealed:
 - i) Bylaw No. 486 of the former Corporation of the Township of South Dorchester, passed by Council in 1982.
 - ii) By-law No. 779 of the former Corporation of the Village of Springfield, passed by Council on October 2, 1984.
 - iii) By-law No. 94-49 of the former Corporation of the Township of Malahide, passed by Council on September 21, 1995.
4. THAT this By-law shall come into force and take effect on the final passing thereof.

READ a FIRST and SECOND time this 21st day of May, 2015.



Mayor, D. Mennill



Clerk, M. Casavecchia-Somers

READ a THIRD time and **FINALLY PASSED** this ____ day of _____, 2015.

Mayor, D. Mennill

Clerk, M. Casavecchia-Somers

FRANCHISE AGREEMENT

THIS AGREEMENT effective this _____ day of _____, 20__.

BETWEEN:

CORPORATION OF THE TOWNSHIP OF MALAHIDE
hereinafter called the "**Corporation**"

- and -

NATURAL RESOURCE GAS 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:

ARTICLE 1 – DEFINITIONS

1.1 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 3.1 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.

ARTICLE 2 - RIGHTS GRANTED

2.1 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.

2.2 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.

2.3 Duration of Agreement and Renewal Procedures.

- (a) 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.

- (b) 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*.

ARTICLE 3 – CONDITIONS

3.1 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.

3.2 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.

3.3 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.

3.4 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 the Corporation's reasonably incurred costs, as certified by the Engineer/Road Superintendent.

3.5 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.

3.6 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 3.5. 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.

3.7 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 3.8 of this Agreement.

3.8 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
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- (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.

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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.

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IN WITNESS WHEREOF the parties have executed this Agreement effective from the date written above.

**THE CORPORATION OF THE
TOWNSHIP OF MALAHIDE**

By: _____
Dave Mennill, Mayor

By: _____
Michelle Casavecchia-Somers, Clerk

**NATURAL RESOURCE GAS
LIMITED**

By: _____