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OSLER

Toronto

November 6, 2015

Montréal

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

Calgary

Sent By Electronic Mail, Regular Mail and RESS Electronic Filing

Ottawa

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

Vancouver

New York

Dear Ms. Walli:

EB-2015-____ - Existing Franchise Agreement Extension Application - Natural Resource Gas Limited and the County of Middlesex

Please find enclosed an Application by Natural Resource Gas Limited (NRG) for an extension by the Board with respect to an Existing Franchise Agreement between NRG and the County of Middlesex.

Should you have any questions or require any additional information, please do not hesitate to contact me.

Yours very truly,



Patrick G. Welsh
PW:

Enclosures (1)
c (email only):

Richard King, *Osler*
Laurie O'Meara, *NRG*
Chris Traini, *County of Middlesex*

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 10(1) of the Act extending the
terms and conditions upon which, and the period for which Middlesex
County 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
Middlesex County;

**APPLICATION OF
NATURAL RESOURCE GAS LIMITED**

November 6, 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 Middlesex County (the “**County**”).
2. The County is a municipal corporation incorporated under the laws of Ontario. A map showing the location of the County is attached as Schedule “A”.
3. NRG and the County had an existing franchise agreement dated December 7, 1995, which granted NRG the right to construct and operate works for the distribution of gas within the County’s boundaries and to supply gas to the County’s residents (the “**Existing Franchise Agreement**”)(attached as Schedule “B”). NRG’s franchise rights will expire on December 7, 2015, on account of the authorizing municipal by-law being dated December 7, 1995 (attached as Schedule “C”).
4. NRG holds 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, E.B.C. 239, dated October 16, 1995 (attached as Schedule “D”).

Procedural History

5. On May 28, 2015, the County of Middlesex contacted NRG regarding the expiration of the Existing Franchise Agreement on December 7, 2015 (attached as Schedule “E”). A follow up letter was sent by the County of Middlesex on August 14, 2015 to begin the process of renewing the agreement (attached as Schedule “F”). Regulatory counsel for NRG responded to the request by letter on August 31, 2015 outlining the process governing the renewal of a franchise agreement (letter attached as Schedule “G”).

6. The County solicitor's office responded on October 7, 2015 notifying NRG's counsel that the material provided in the August 31, 2015 correspondence had been reviewed (attached as Schedule "H"). The county office has provided advice to the Engineering Department and the County, and is presently awaiting instructions.

7. Acknowledging that the County may require more time to approve the proposed renewal of the franchise agreement, the County solicitor's office suggested that NRG initiate an Application under the *Municipal Franchises Act* to extend the expiration of the Existing Franchise Agreement pending the approval of the new franchise agreement.

Address and Contact Information

8. The address and contact information of the County is:

County of Middlesex
399 Ridout Street N.
London, ON N6A 2P1
Attention: Chris Traini, Country Engineer
County Engineer's Office
Tel: 519-434-7321
Fax: 519-434-0638

9. 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

10. NRG now applies to the Board for:

- (a) An Order under section 10(1) of the Act extending the terms and conditions, and the period for which, the County is 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 until such time as the Board makes a final determination regarding a new franchise agreement between NRG and the County.

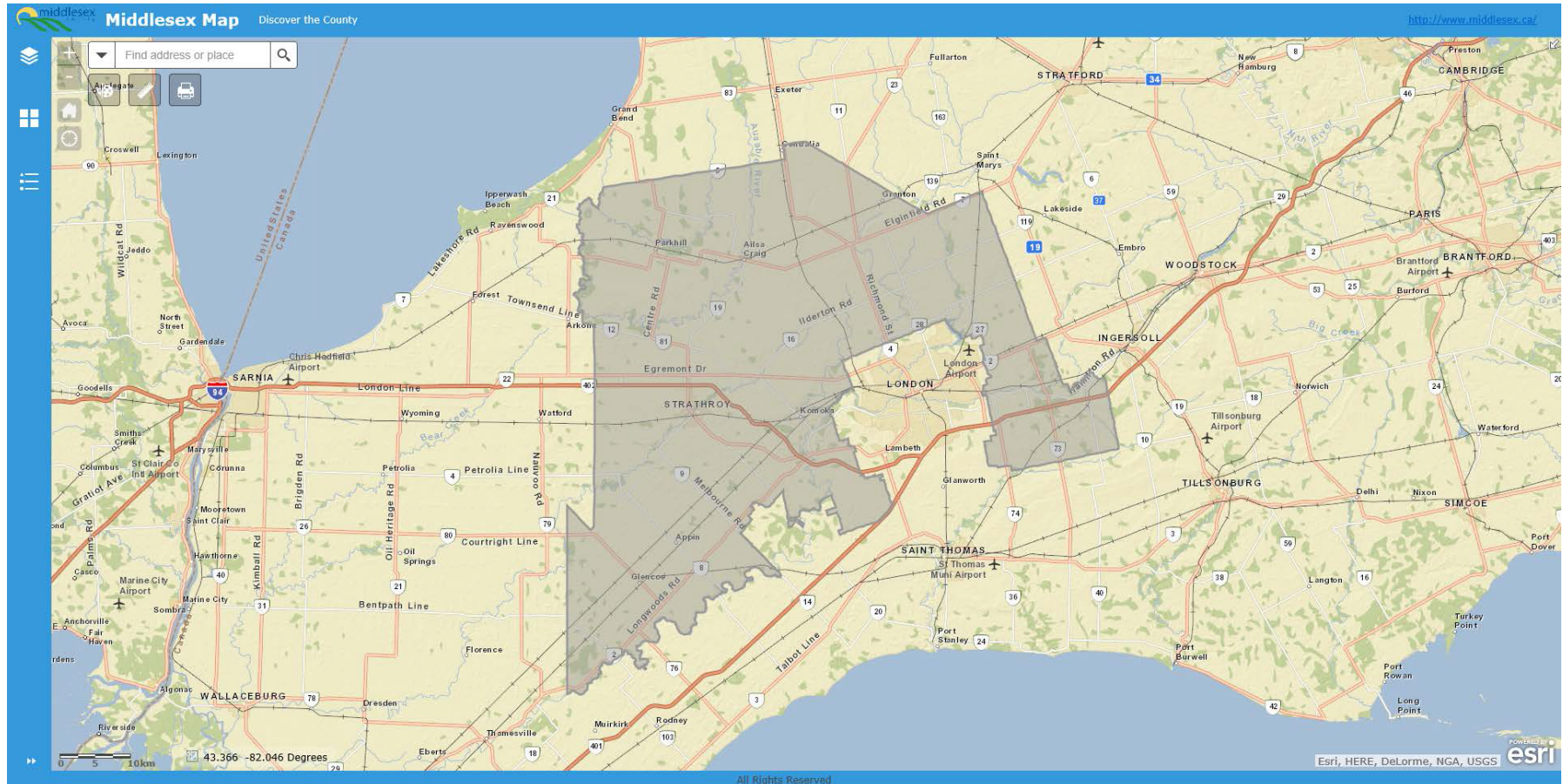
ALL OF WHICH IS RESPECTFULLY SUBMITTED.

November 6, 2015



Patrick G. Welsh

SCHEDULE A



SCHEDULE B

FRANCHISE AGREEMENT

THIS AGREEMENT made this *7th* day of *December*, 19*95*,

BETWEEN:

**THE CORPORATION OF THE COUNTY OF
MIDDLESEX**

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 Warden and the Clerk have been authorized and directed to execute this Agreement on behalf of the Corporation;

THEREFORE the Corporation and the Gas Company agree as follows:

I. DEFINITIONS

1. In this Agreement:

- (a) "gas" means natural gas, manufactured gas, synthetic natural gas, liquefied petroleum gas or propane-air gas, or a mixture of any of them, but does not include a liquefied petroleum gas that is distributed by means other than a pipeline;
- (b) "gas system" means such mains, plants, pipes, conduits, services, valves, regulators, curb boxes, stations, drips or such other equipment as the Gas Company may require or deem desirable for the supply, transmission and distribution of gas in or through the Municipality;
- (c) "highway" means all common and public highways and shall include any bridge, viaduct or structure forming part of a highway, and any public square, road allowance or walkway and shall include not only the travelled portion of such highway, but also ditches, driveways, sidewalks, and sodded areas forming part of the road allowance now or at any time during the term hereof under the jurisdiction of the Corporation;
- (d) "Municipality" means the territorial limits of the Corporation on the date when this Agreement takes effect, and any territory which may thereafter be brought within the jurisdiction of the Corporation;
- (e) "Engineer/Road Superintendent" means the most senior individual employed by the Corporation with responsibilities for highways within the Municipality or the person designated by such senior employee or such other person as may from time to time be designated by the Council of the Corporation.

II. RIGHTS GRANTED

1. To provide gas service.

The consent of the Corporation is hereby given and granted to the Gas Company to supply gas to the Corporation and to the inhabitants of those local or lower tier municipalities within the Municipality from which the Gas Company has a valid franchise agreement for that purpose.

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 years (20 years) from the date of final passing of the By-law.

At any time within two years prior to the expiration of this Agreement, either party may give notice to the other that it desires to enter into negotiations for a renewed franchise upon such terms and conditions as may be agreed upon. Until such renewal has been settled, the terms and conditions of this Agreement shall continue, notwithstanding the expiration of this Agreement. Nothing herein stated shall preclude either party from applying to the Ontario Energy Board for a renewal of the Agreement pursuant to Section 10 of the Municipal Franchises Act.

III. CONDITIONS

1. Approval of Construction

Before beginning construction of or any extension or change to the gas system (except service laterals which do not interfere with municipal works in the highway), the Gas Company shall file with the Engineer/Road Superintendent a plan, satisfactory to the Engineer/Road Superintendent, drawn to scale and of sufficient detail considering the complexity of the specific location, showing the highways in which it proposes to lay its gas system and the particular parts thereof it proposes to occupy. Geodetic information will not be required except in complex urban intersections in order to facilitate known projects, being projects which are reasonably anticipated by the Engineer/Road Superintendent. The Engineer/Road Superintendent may require sections of the gas system to be laid at a greater depth than required by CAN/CSA Z184-M86 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 deviated from the approved location for any part of the gas system unless the prior approval of the Engineer/Road Superintendent to do so is received. After completion of the construction, where plans were initially filed, an "as built" plan of equal quality to the pre-construction plan or certification that the pre-construction plan is "as built" will be filed with the Engineer/Road Superintendent.

3. Emergencies

In the event of an emergency involving the gas system, the Gas Company will proceed with the work and in any instance where prior approval of the Engineer/Road Superintendent is normally required, shall use its best efforts to immediately notify the Engineer/Road Superintendent of the location and nature of the emergency and the work being done and, if it deems appropriate, notify the police force having jurisdiction.

4. Restoration

The Gas Company shall well and sufficiently restore, to the reasonable satisfaction of the Engineer/Road Superintendent, all highways, municipal works or improvements which it may excavate or interfere with in the course of laying, constructing, repairing or removing its gas system, and shall make good any settling or subsidence thereafter caused by such excavation or interference. If the Gas Company fails at any time to do any work required by this paragraph within a reasonable period of time, the Corporation may do or cause such work to be done and the Gas Company shall, on demand, pay any reasonable account therefor as certified by the Engineer/Road Superintendent.

5. Indemnification

The Gas Company shall, at all times, indemnify and save harmless the Corporation from and against all claims, including costs related thereto, for all damages or injuries including death to any person or persons and for damage to any property, arising out of the Gas Company operating, constructing, and maintaining its gas system in the Municipality, or utilizing its gas system for the carriage of gas owned by others. Provided that the Gas Company shall not be required to indemnify or save harmless the Corporation from and against claims, including costs related thereto, which it may incur by reason of damages or injuries including death to any person or persons and for damage to any property, resulting from the negligence or wrongful act of the Corporation, its servants, agents or employees.

6. Alternative Easement

The Corporation agrees, in the event of the proposed sale or closing of any highway or any part of a highway where there is a gas line in existence, to give the Gas Company reasonable notice of such proposed sale or closing and to provide, if it is feasible, the Gas Company with easements over that part of the highway proposed to be sold or closed sufficient to allow the Gas Company to preserve any part of the gas system in its then existing location. In the event that such easements cannot be provided, the Corporation will share, as provided in Clause III, 7 of this Agreement, in the cost of relocating or altering the gas system to facilitate continuity of gas service.

7. Pipeline Relocation

If in the course of constructing, reconstructing, changing, altering or improving any highway or any municipal works, the Corporation deems that it is necessary to take up, remove or change the location of any part of the gas system, the Gas

Company shall, upon notice to do so, remove and/or relocate within a reasonable period of time such part of the gas system to a location approved by the Engineer/Road Superintendent.

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

Where any part of the gas system relocated in accordance with this section is located other than on a bridge, viaduct or structure, the costs of relocation shall be shared between the Corporation and the Gas Company on the basis of the total relocation costs, excluding the value of any upgrading of the gas system, and deducting any contribution paid to the Gas Company by others in respect to such relocation; and for these purposes, the total relocation costs shall be the aggregate of the following:

- (a) the amount paid to Gas Company employees up to and including field supervisors for the hours worked on the project plus the current cost of fringe benefits for these employees,
- (b) the amount paid for rental equipment while in use on the project and an amount, charged at the unit rate, for Gas Company equipment while in use on the project,
- (c) the amount paid by the Gas Company to contractors for work related to the project,
- (d) the cost to the Gas Company for materials used in connection with the project, and
- (e) a reasonable amount for project engineering and project administrative

costs which shall be 22.5% of the aggregate of the amounts determined in items (a), (b), (c) and (d) above.

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

8. Notice to Drainage Superintendent

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

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.

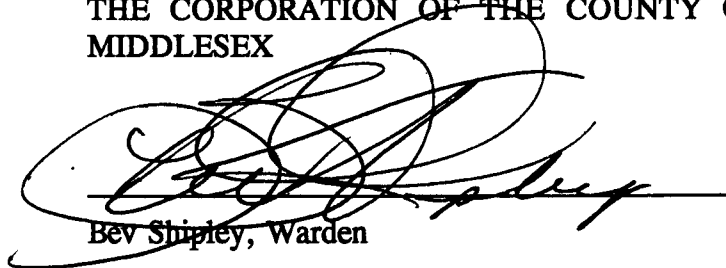
If at any time the Gas Company abandons any other part of its gas system, it shall deactivate that part of its gas system in the Municipality. Thereafter, the Gas Company shall have the right, but nothing herein contained shall require it, to remove its gas system. If the Gas Company fails to remove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

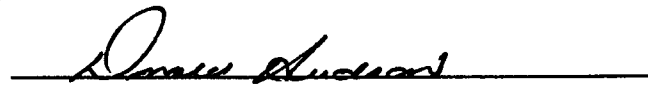
4. Agreement Binding Parties

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 COUNTY OF
MIDDLESEX**


Bev Shipley, Warden


Donald Hudson, Clerk

NATURAL RESOURCE GAS LIMITED

Per: 
William K. Blake, President
I have authority to bind the Corporation.

SCHEDULE C

THE CORPORATION OF THE COUNTY OF MIDDLESEX

BY-LAW # 5257

A By-law to authorize execution of a franchise agreement between The Corporation of the County of Middlesex and Natural Resource Gas Limited;

WHEREAS The Council of the Corporation of the County of Middlesex 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 County of Middlesex;

AND WHEREAS the Ontario Energy Board by it Order issued pursuant to the Municipal franchises Act on the 16th day of October, 1995 has approved the terms and conditions upon which and the period for which the franchise provided for in the attached Agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of this By-law is not necessary.

NOW THEREFORE the Council of The Corporation of the County of Middlesex enacts as follows:

1. That the Franchise Agreement between The Corporation of the County of Middlesex 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 Warden and the Clerk be and they are hereby authorized and instructed on behalf of The Corporation of the County of Middlesex 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.

Read a first time this 11th day of April, 1995.

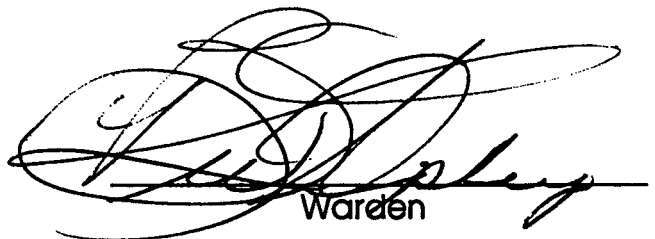
Read a second time this 11th day of April, 1995.

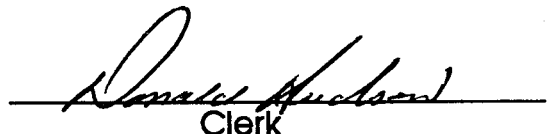
Read a third time this 7th day of December, 1995.

THE CORPORATION OF THE COUNTY OF MIDDLESEX

I, DONALD HUDSON, CLERK OF
THE COUNTY OF MIDDLESEX
DO HEREBY CERTIFY THAT THIS
IS A TRUE COPY OF MIDDLESEX
COUNTY BY-LAW NUMBER

.....5257.....
.....Donald Hudson.....


Warden


Clerk



Ontario
Energy
Board

Commission
de l'Énergie
de l'Ontario

E.B.C. 239

SCHEDULE D

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
Middlesex.

BEFORE: J. C. Allan
Presiding Member

E. J. 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 June 8, 1995 ("the Application") under s.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 Middlesex.

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

- 2 -

A hearing date was set, and the Notice of Hearing was served on all parties. 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 Middlesex.
2. the Board's costs shall be paid by NRG forthwith upon the issuance of the Board's Invoice.

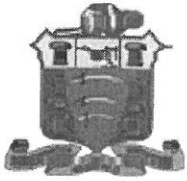
ISSUED at Toronto, October 16, 1995.

ONTARIO ENERGY BOARD



Peter H. O'Dell
Assistant Board Secretary

SCHEDULE E



COUNTY OF MIDDLESEX

COUNTY ENGINEER'S OFFICE

399 RIDOUT STREET N., LONDON, ON N6A 2P1

Tel: 519-434-7321

Fax: 519-434-0638

May 28, 2015

Natural Resource Gas Limited
Attn: Brian Lippold, General Manager
39 Beech Street East
AYLMER, ON N5H 3J6

Dear Mr. Lippold:

Re: Franchise Agreement

In going through our files, we note that the Franchise Agreement currently in place between Natural Resource Gas Limited and The Corporation of the County of Middlesex (dated December 7, 1995) is due to expire in December of 2015. Please contact the undersigned at your earliest convenience so that we may discuss renewal of this agreement.

I look forward to hearing from you in the near future.

Yours truly,

A handwritten signature in black ink, appearing to read "Chris Traini".

Chris Traini, P.Eng.
County Engineer

CT/kh

SCHEDULE F



COUNTY OF MIDDLESEX

COUNTY ENGINEER'S OFFICE

399 RIDOUT STREET N., LONDON, ON N6A 2P1

Tel: 519-434-7321

Fax: 519-434-0638

RECEIVED
AUG 17 2015

August 14, 2015

Natural Resource Gas Limited
Attn: Brian Lippold, General Manager
39 Beech Street East
AYLMER, ON N5H 3J6

Dear Mr. Lippold:

Re: Franchise Agreement

I am following up on my letter of May 28, 2015 regarding the expiry of the Franchise Agreement currently in place between Natural Resource Gas Limited and The Corporation of the County of Middlesex (dated December 7, 1995).

I would appreciate hearing from you at your earliest convenience so that we may discuss renewal of this agreement.

I look forward to hearing from you in the near future.

Yours truly,

A handwritten signature in black ink, appearing to read 'Chris Traini'.

Chris Traini, P.Eng.
County Engineer

CT/kh

SCHEDULE G

August 31, 2015

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

By Courier and Electronic Mail

County Engineer's Office
County of Middlesex
399 Ridout Street N.
London, ON N6A 2P1

Attention: Chris Traini, County Engineer

Dear Sir:

Renewal of Franchise Agreement with Natural Resource Gas Limited ("NRG") and the County of Middlesex ("Middlesex")

Thank you for your letters of May 28, 2015 and August 14, 2015 addressed to Mr. Brian Lippold of NRG regarding the expiry of the franchise agreement between NRG and Middlesex (dated December 7, 1995).

We are regulatory counsel to NRG and are assisting NRG with its renewal of a franchise agreement with Middlesex.

By way of background, provincial legislation requires there to be a "franchise agreement" between a municipal or county corporation and the gas company serving that municipality or county. As you are aware, NRG has a franchise agreement in place with Middlesex which expires on **December 7, 2015**.

The Ontario Energy Board (the "**Board**"), which regulates the transmission and distribution of natural gas in Ontario, has issued a "Model Franchise Agreement" in order to standardize the terms and the duration of gas franchise agreements between municipalities or counties and the gas companies. NRG has recently renewed franchise agreements with the municipalities of Aylmer, Bayham, Central Elgin, South-West Oxford, Thames Centre, London and Norfolk County using the Model Franchise Agreement, and NRG proposes that the same be used for a renewed franchise agreement between Middlesex and NRG. The Board has advised that its preference is not to depart from the terms contained in the Model Franchise Agreement.

The actual process of renewing a franchise agreement is governed by the *Municipal Franchises Act*. Once NRG and Middlesex agree to renew the franchise agreement under the terms of the Model Franchise Agreement, County Council must prepare a **draft by-law** (1) authorizing and approving the franchise agreement; (2) authorizing the necessary

officers of the County Corporation (e.g., the Warden and Clerk/Chief Administrative Officer) to enter into and execute the franchise agreement; and (3) if applicable, repealing the old by-law relating to former franchise agreement. Additionally, County Council must issue a **Resolution** (1) approving the form of a draft by-law and franchise agreement (attached to the draft by-law) and authorizing its submission for approval by the Board; and (2) 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.

Upon receipt of a draft by-law and Resolution from Middlesex, NRG will prepare an application to submit to the Board. Following Board approval, County Council can proceed to pass the draft by-law and execute the franchise agreement with NRG.

Please note that while franchise agreements are normally entered into voluntarily by a gas utility and a county, it is open to a gas company to refer the agreement to the Board for approval where, for whatever reason, a franchise agreement cannot be concluded between a gas company and a county. This authority is granted to the Board under the *Municipal Franchises Act*.

As mentioned above, we have recently concluded franchise agreement renewals with a number of municipalities, and in our experience, following the process outlined above will result in a smooth renewal process before the Board and will minimize the administrative burden on both Middlesex and NRG. We understand that because gas franchise agreements such as these are renewed every 20 to 30 years, there is seldom any institutional knowledge regarding this process.

NRG would like to submit an application, containing the Resolution and draft by-law provided by Middlesex, to the Board no later than **October 19, 2015** so that the Board has sufficient time to process the application prior to the expiry of the current franchise agreement on December 7, 2015.


For your reference, I have enclosed the following documents with this letter:

- draft franchise agreement between NRG and Middlesex
- historic franchise agreement between NRG and Middlesex, historic by-law approving same, and historic Board Order;
- Ontario Energy Board Gas Franchise Handbook
- Ontario Energy Board Model Franchise Agreement
- Examples of gas franchise renewal applications before the Board:

- NRG franchise renewal with Bayham
- Union Gas Limited franchise renewal with the Municipality of Morris-Turnberry
- Enbridge Gas Distribution Inc franchise renewal with the Village of Casselman

I would be pleased to discuss this matter further with you by telephone or e-mail.

Yours very truly,



Patrick G. Welsh
Associate

PW:ls

Enclosures (9)
c (e-mail only, w/o enclosures):

Brian Lippold, *Natural Resource Gas Limited*
Laurie O'Meara, *Natural Resource Gas Limited*
Richard King, *Osler, Hoskin & Harcourt LLP*

SCHEDULE H

From: Welsh, Patrick
Sent: Monday, November 2, 2015 2:46 PM
To: Robertson, Tom <TRobertson@osler.com>
Subject: FW: Your matter 1144688; Renewal of Franchise Agreement with NRG and County of Middlesex;

Patrick G. Welsh
Tel: (416) 862-5951 | pwelsh@osler.com
Osler, Hoskin & Harcourt LLP | Osler.com

From: Nicholas Loeb [<mailto:nloeb@middlesex.ca>]
Sent: Wednesday, October 7, 2015 3:18 PM
To: Welsh, Patrick <PWelsh@osler.com>
Cc: Wayne Meagher <wmeagher@middlesex.ca>
Subject: Your matter 1144688; Renewal of Franchise Agreement with NRG and County of Middlesex;

Dear Mr. Welsh,

I am in receipt of your letter of August 31, 2015 addressed to the County Engineer, Mr. Traini, regarding the renewal of the above noted franchise agreement.

Our office has had the opportunity to review your correspondence and enclosed material and provide advice to the Engineering Department and the County regarding same, however we have yet to receive instructions.

Noting that you had hoped to have a Council Resolution and draft By-Law in hand by October 19, 2015 we acknowledge that it may be necessary for your client to initiate an Application subject to the *Municipal Franchises Act* to extend the expiration of the Agreement currently in place.

At this time I can advise that the County Barrister and Solicitor, Mr. Wayne Meagher, will provide a clearer timeline to you next week upon his return from a legal conference.

Sincerely,

Nicholas Loeb, H.B.A., J.D.
Assistant County Barrister & Solicitor



Barrister and Solicitor's Office:

399 Ridout Street N
London, ON, N6A 2P1

Work 1: 519-400-4891
Work 2: 519-434-7321 x2267
Fax: 519-265-7249
E-mail: nloeb@middlesex.ca

Amat Victoria Curam