



Enbridge Gas Inc.  
50 Keil Drive North  
Chatham, Ontario, Canada  
N7M 5M1

March 3, 2025

Ms. Nancy Marconi  
Registrar  
Ontario Energy Board  
2300 Yonge Street, 27<sup>th</sup> Floor  
Toronto, ON M4P 1E4

Dear Ms. Marconi:

**Re: Enbridge Gas Inc.  
Application for Certificate of Public Convenience and Necessity  
Unorganized Township of Matheson**

Attached is an application by Enbridge Gas Inc. for Orders of the Ontario Energy Board with respect to a Certificate of Public Convenience and Necessity for the Unorganized Township of Matheson.

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

Yours truly,

Patrick McMahon  
Technical Manager  
Regulatory Research and Records  
[patrick.mcmahon@enbridge.com](mailto:patrick.mcmahon@enbridge.com)  
(519) 436-5325

Encl.

## ONTARIO ENERGY BOARD

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

**AND IN THE MATTER OF** an Application by Enbridge Gas Inc. for an Order approving a Certificate of Public Convenience and Necessity to construct works to supply natural gas in the Unorganized Township of Matheson.

### APPLICATION

1. Enbridge Gas Inc. (Enbridge Gas), a regulated public utility, is a corporation incorporated under the laws of the Province of Ontario, with its offices in the City of Toronto and the Municipality of Chatham-Kent.
2. On January 1, 1969, the former Township of Black River and the former Township of Matheson were amalgamated to form the Township of Black River-Matheson. On January 1, 1973, the former Township of Playfair was incorporated into the Township of Black River-Matheson.
3. In an application submitted in 2017 (EB-2017-0367), Union Gas Limited requested an Order cancelling and superseding the existing Certificates of Public Convenience and Necessity (CPCNs) held by Union Gas for the former municipalities within the Township of Black River-Matheson and replacing them with a single CPCN for the amalgamated Township of Black River-Matheson.
4. At the time of the EB-2017-0367 application, Union Gas held CPCNs for the former Town of Matheson (F.B.C. 30 dated April 20, 1956), the former Township of Black River (F.B.C. 35 dated April 20, 1956), the former Township of Playfair (F.B.C. 36 dated April 20, 1956) and the nearby Unorganized Township of Matheson (E.B.C. 39 dated July 27, 1965) granting Union the right to construct works to supply natural gas within the said municipalities and the unorganized area.
5. The EB-2017-0367 application was interpreted by the OEB as indicating that the Unorganized Township of Matheson was included within the Township of Black River-Matheson. The original application included a map that incorrectly showed the Unorganized Township of Matheson being within the municipal boundaries of the Township of Black River-Matheson.
6. In its EB-2017-0367 Decision and Order dated March 1, 2018, the Ontario Energy Board cancelled the CPCNs for the former Town of Matheson (F.B.C. 30), the former Township of Black River (F.B.C. 35), the former Township of Playfair (F.B.C. 36) and the Unorganized Township of Matheson (E.B.C. 39).

7. After the EB-2017-0367 Decision and Order was issued, the Township of Black River-Matheson contacted Union Gas to say that the municipal boundaries were not accurate on the map included in the Decision. As a result, Union Gas revised the map and sent it to the OEB to get the Decision amended. What was not specified by Union Gas at that time was that the Decision should have been amended to reinstate the CPCN (E.B.C. 39) for the Unorganized Township of Matheson since it was outside of the municipal boundaries of the Township of Black River-Matheson.
8. On May 8, 2018, the OEB amended the EB-2017-0367 Decision and Order but only by changing the map and not the content of the Decision so the CPCN for the Unorganized Township of Matheson (E.B.C. 39) was still officially cancelled.
9. Attached hereto and marked as Schedule "A" is a map showing the geographical location of the Unorganized Township of Matheson and a customer density representation of Enbridge Gas' service area.
10. Attached hereto as Schedule "B1" is a copy of the E.B.C. 39 CPCN issued on July 27, 1965 to the Northern Ontario Natural Gas Company Limited for the Unorganized Township of Matheson. Attached hereto as Schedule "B2" is a copy of the EB-2017-0367 Decision and Order as amended on May 8, 2018 related to the CPCN issued to Union Gas Limited for the Township of Black River-Matheson.
11. Given the location of this area in northeastern Ontario, Enbridge Gas is requesting a new CPCN that covers all of the Unorganized Township of Matheson as had been the case under the E.B.C. 39 CPCN prior to its inadvertent cancellation.
12. Enbridge Gas has franchise agreements with and CPCNs for the Township of Black River-Matheson, the Town of Iroquois Falls, the Town of Kirkland Lake and the City of Timmins which are in close proximity to the Unorganized Township of Matheson. Enbridge Gas is not aware of any other natural gas distributor in the area.
13. The address for Enbridge Gas' regional operations office is:  
  
Enbridge Gas Inc.  
1211 Amber Drive  
Thunder Bay, ON P7B 6M4  
Attention: Nicole Lehto, Director, Regional Operations  
Email: [nicole.lehto@enbridge.com](mailto:nicole.lehto@enbridge.com)
14. If the Ontario Energy Board believes that a Notice of Hearing is required, Enbridge Gas believes that publishing a Notice in a local newspaper, on the OEB web site, and on the Enbridge Gas web site will provide a broad awareness of this application. The newspapers with circulation in proximity to the Unorganized Township of Matheson are the *Timmins Daily Press* and the *Iroquois Falls Enterprise*.

15. Enbridge Gas now applies to the Ontario Energy Board for an Order pursuant to s.8 approving a Certificate of Public Convenience and Necessity for Enbridge Gas Inc. to construct works to supply natural gas in the Unorganized Township of Matheson.

**DATED** at the Municipality of Chatham-Kent, in the Province of Ontario this 3<sup>rd</sup> day of March, 2025.

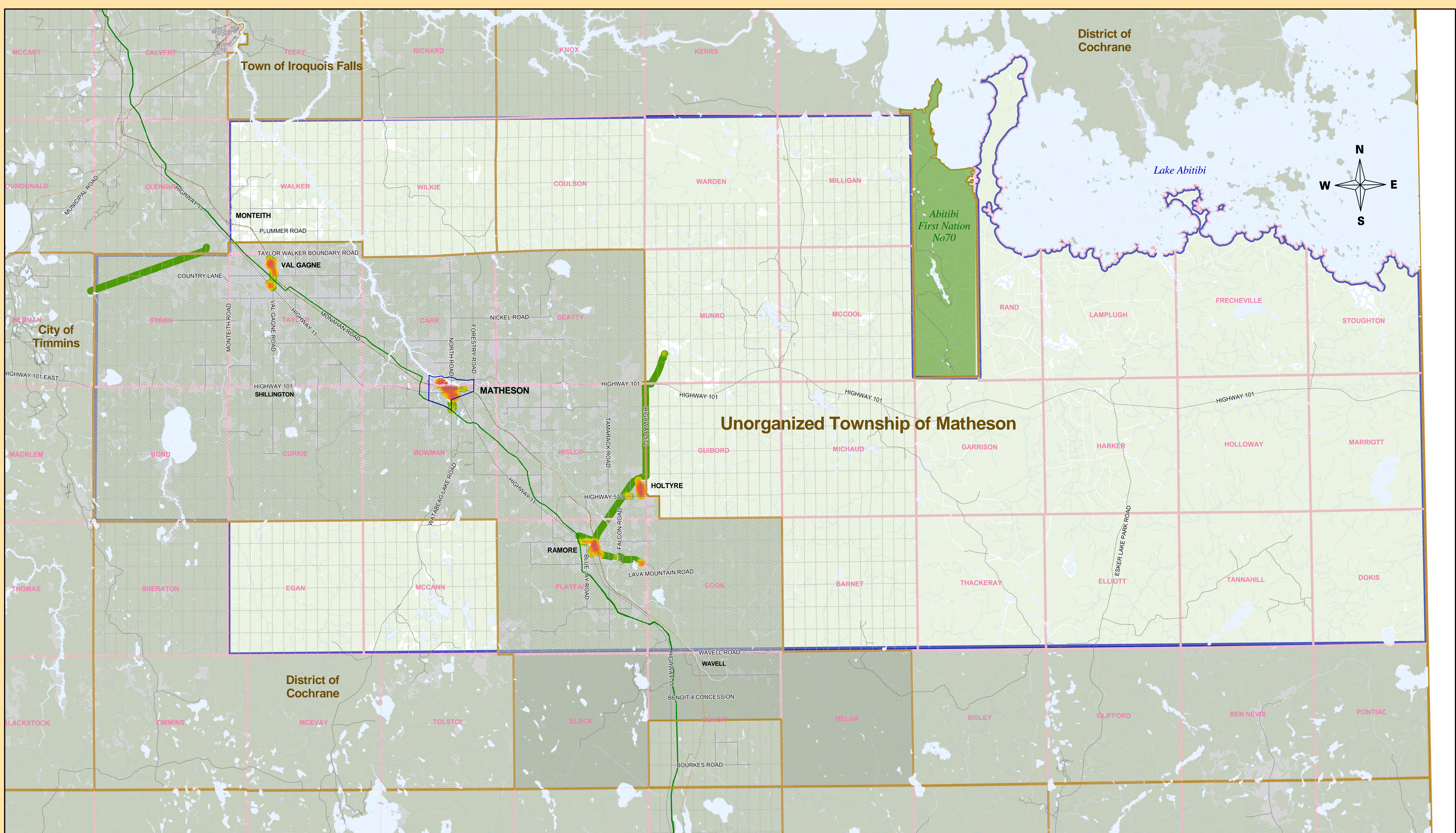
**ENBRIDGE GAS INC.**

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Patrick McMahon  
Technical Manager  
Regulatory Research and Records

Comments respecting this Application should be directed to:

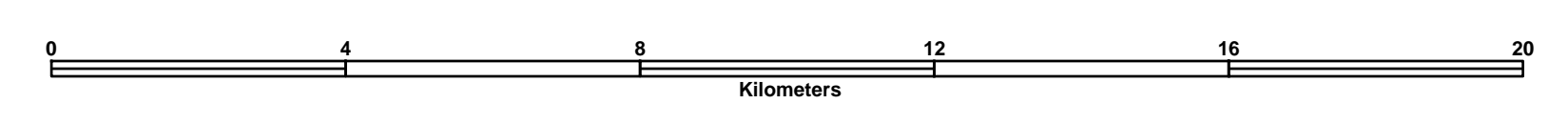
Mr. Patrick McMahon  
Technical Manager, Regulatory Research and Records  
Enbridge Gas Inc.  
50 Keil Drive North  
Chatham, ON N7M 5M1  
[patrick.mcmahon@enbridge.com](mailto:patrick.mcmahon@enbridge.com)  
Telephone: (519) 436-5325



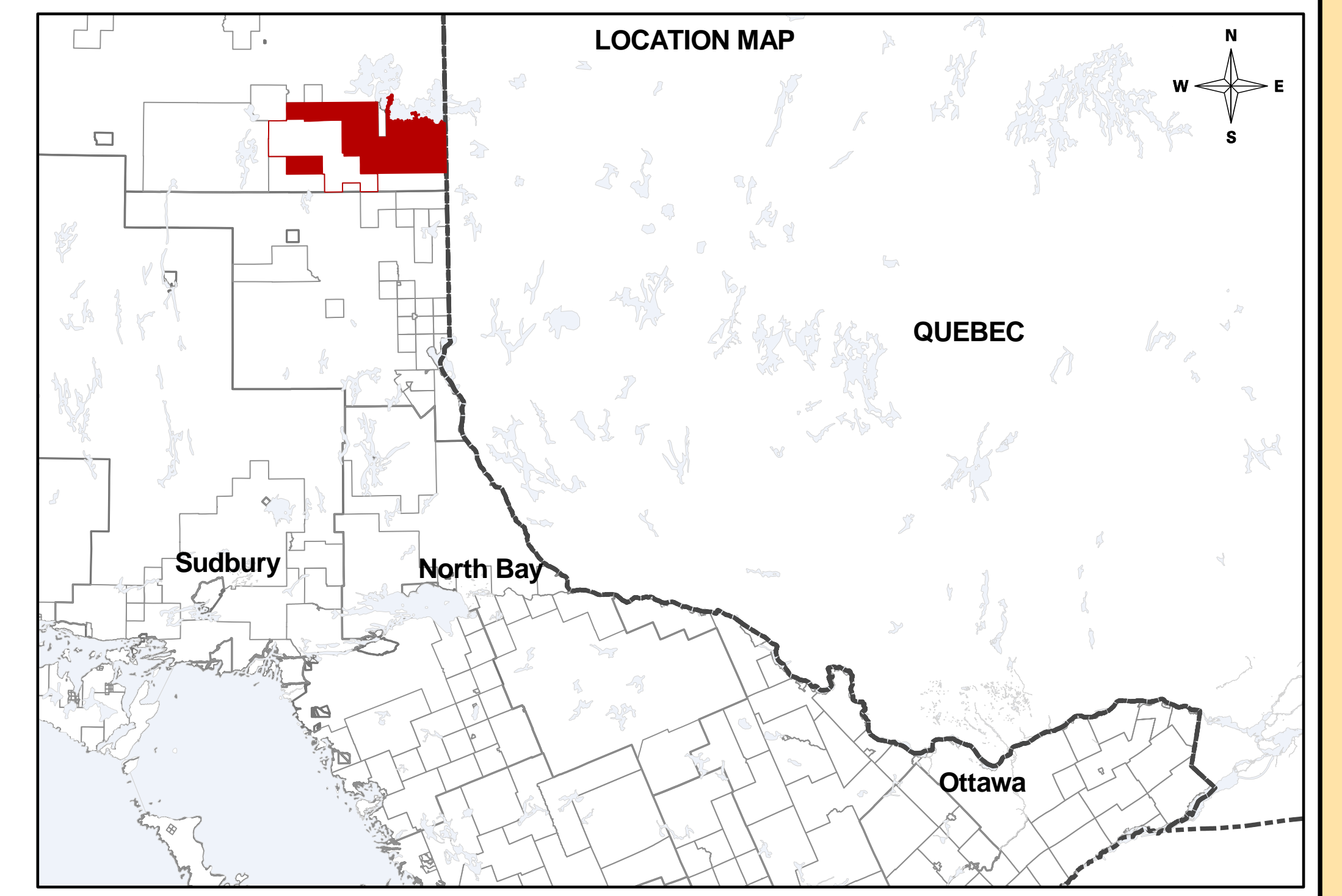
Legend

- Enbridge Gas Pipeline Coverage Area
- Unorganized Township of Matheson
- Township of Black River - Matheson
- TransCanada Pipelines
- Roads
- Railways
- Historical Townships
- Municipal and Township Boundaries
- First Nation Boundaries
- Wooded Areas
- Customer Density  
Low High

## Unorganized Township of Matheson



**Disclaimer:**  
 Enbridge Gas Inc.  
 The map is provided with no warranty express or implied and is subject to change at any time. Any Person using the Density Map shall do so at its own Risk and the Density Map is not intended in any way As a tool to locate underground infrastructure for the purposes of excavation.



ONTARIO ENERGY BOARD

IN THE MATTER OF The Municipal Franchises Act, R. S. O. 1960, Chapter 255, section 8 and amendments thereto;

AND IN THE MATTER OF an application by Northern Ontario Natural Gas Company Limited for a certificate of public convenience and necessity to construct works to supply gas to the inhabitants of the unorganized Township of Matheson.

BEFORE:

A. R. CROZIER, Chairman	)	Wednesday, the 7th
	)	
A. B. JACKSON, Vice-Chairman	)	day of July, 1965.

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

UPON THE APPLICATION of Northern Ontario Natural Gas Company Limited, hereinafter referred to as the "Applicant" for a Certificate pursuant to the provisions of The Municipal Franchises Act, R. S. O. 1960, Chapter 255, Section 8 and amendments thereto, and at a public hearing of such Application by the Board at the City of Toronto on the 7th day of July, 1965, after due notice of such hearing had been given as directed by the Board in the presence of representatives of the Company, no one else appearing, and upon consideration of the evidence and exhibits produced at the hearing and upon hearing the representations on behalf of the Company,

1. THIS BOARD DOTH ORDER that a Certificate of Public Convenience and Necessity be and the same is hereby granted to Northern Ontario Natural Gas Company Limited for the supply of natural gas to the inhabitants of the unorganized Township of Matheson, and for the construction of the works necessary therefor.

2. AND THIS BOARD DOTH FURTHER ORDER that the Certificate of Public Convenience and Necessity hereby granted may be assigned by Northern Ontario Natural Gas Company Limited to Montreal Trust Company, the trustee under the deed of trust and mortgage, dated as of June 1, 1958, as amended, made between Northern Ontario Natural Gas Company Limited and Montreal Trust Company, as trustee, and to such person, firm or

corporation to whom Montreal Trust Company, as trustee may assign such Certificate in execution of the trusts under the said deed of trust and mortgage, together with, in each case, all rights and powers, statutory or otherwise, which flow from or are evidenced by such Certificate.

3. AND THIS BOARD DOTH FURTHER ORDER that the costs of this hearing are fixed at \$25.00 and shall be paid forthwith by the Applicant to the Board.

DATED at Toronto this 27<sup>th</sup> day of July, 1965.

ONTARIO ENERGY BOARD

  
Joseph A. Miller  
Secretary

IN THE MATTER OF The Municipal Franchises Act, R. S. O. 1960, Chapter 255, section 8 and amendments thereto;

AND IN THE MATTER OF an application by Northern Ontario Natural Gas Company Limited for a certificate of public convenience and necessity to construct works to supply gas to the inhabitants of the unorganized Township of Matheson.

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Certificate of Public Convenience  
and Necessity

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Northern Ontario Natural Gas Company  
Limited  
170 University Avenue, Toronto, Ontario

**Ontario Energy Board**  
P.O. Box 2319  
27th Floor  
2300 Yonge Street  
Toronto ON M4P 1E4  
Telephone: 416-481-1967  
Facsimile: 416-440-7656  
Toll free: 1-888-632-6273

**Commission de l'énergie de l'Ontario**  
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Toronto ON M4P 1E4  
Téléphone: 416-481-1967  
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Numéro sans frais: 1-888-632-6273



**BY E-MAIL**

May 8, 2018

Patrick McMahon  
Manager, Regulatory Research and Records  
Union Gas Limited  
50 Keil Drive North  
Chatham ON N7M 5M1

Dear Mr. McMahon:

**Re: Correction to Decision and Order of the Township of Black River-Matheson Union Gas Limited - Application for Municipal Franchise Agreement with and Certificate of Public Convenience and Necessity for the Township of Black River-Matheson - Ontario Energy Board File Number EB-2017-0367**

The Ontario Energy Board (OEB) issued a Decision and Order in the above-noted proceeding on March 1, 2018. The Decision and Order granted Union Gas Limited (Union Gas) a certificate of public convenience and necessity for the Township of Black River-Matheson.

Upon receipt of the Decision and Order, the municipality notified Union Gas that the map in Schedule C did not accurately depict the Township of Black River-Matheson's municipal boundaries. Union Gas notified the OEB of this matter and has provided the OEB with confirmation from the municipality, and a new map reflecting the precise municipal boundaries.

Today, the OEB is reissuing the Decision and Order in order to include the correct map in Schedule C of the certificate of public convenience and necessity for the Township of Black River-Matheson. Pursuant to Rule 41.02 of the Rules of Practice and Procedure, the OEB may at any time, without notice or a hearing of any kind, correct typographical errors, errors of calculation or similar errors made in its orders or decisions. The OEB considers this an administrative error pursuant to Rule 41.02. The Decision and Order is not otherwise changed in any way.

Yours truly,

Original signed by

John Pickernell  
Manager, Applications Administration



**Ontario Energy Board  
Commission de l'énergie de l'Ontario**

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**DECISION AND ORDER**

**EB-2017-0367**

**UNION GAS LIMITED**

**Application for a Municipal Franchise Agreement with and Certificate of Public Convenience and Necessity for the Township of Black River-Matheson**

**By Delegation, before: Pascale Duguay**

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**March 1, 2018**

## INTRODUCTION AND SUMMARY

This Decision and Order approves Union Gas Limited's (Union Gas) natural gas franchise with the Township of Black River-Matheson, for a twenty-year term, and grants Union Gas a certificate of public convenience and necessity for the Township of Black River-Matheson.

## THE PROCESS

Union Gas filed an application with the Ontario Energy Board (OEB) on December 6, 2017 under sections 8 and 9 of the *Municipal Franchises Act*. The application was for an order of the OEB approving Union Gas' 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 Black River-Matheson; as well as for an order granting Union Gas a certificate of public convenience and necessity for the Township of Black River-Matheson.

The OEB held a written hearing. A Notice of Hearing was published in local newspapers on January 25, 2018. There were no intervenors.

In this Decision and Order, a reference to the Township of Black River-Matheson is a reference to the municipal corporation or its geographical area, as the context requires.

## THE APPLICATION

Union Gas is a corporation incorporated under the laws of the Province of Ontario, with its head office in the Municipality of Chatham-Kent.

The Township of Black River-Matheson is a municipal corporation incorporated under the laws of the Province of Ontario. On January 1, 1969, the former Township of Black River and the former Town of Matheson were amalgamated to form the Township of Black River-Matheson. The Township of Playfair was incorporated into the Township of Black River-Matheson on January 1, 1973.

Union Gas holds a municipal franchise agreement with the Township of Black River-Matheson (E.B.A. 857, dated September 18, 1998) that is set to expire on September 18, 2018.

Union Gas applied to the Township of Black River-Matheson for a franchise, based on a proposed municipal franchise agreement in the form of the 2000 Model Franchise Agreement, with no amendments, for a term of twenty years. On August 21, 2017, the Township of Black River-Matheson gave its approval.

With the application, Union Gas filed the Township of Black River-Matheson's proposed by-law granting the franchise, and a copy of the proposed municipal franchise agreement. Union Gas also filed a copy of the Township of Black River-Matheson's resolution approving the form of the proposed municipal franchise agreement and requesting the OEB to direct and declare that the assent of the municipal electors is not necessary (Resolution passed August 21, 2017).

Currently, Union Gas holds the following certificates of public convenience and necessity granting Union Gas the right to construct works to supply natural gas in the Township of Black River-Matheson:

- F.B.C. 30, dated April 20, 1956, for the geographical area of the former Town of Matheson.
- F.B.C. 35, dated April 20, 1956, for the geographical area of the former Township of Black River.
- F.B.C. 36, dated April 20, 1956, for the geographical area of the former Township of Playfair.
- E.B.C. 39, dated July 27, 1965, for the geographical area of the former Unorganized Township of Matheson.

Union Gas requests that the OEB cancel F.B.C. 30, F.B.C. 35, F.B.C. 36 and E.B.C. 39 and replace them with a single certificate of public convenience and necessity for the Township of Black River-Matheson.

## **OEB FINDINGS**

I find that it is in the public interest to approve the application. Union Gas filed a complete application and provided notice of the hearing in the manner instructed by the OEB. I note that no party intervened to object to the application. The proposed municipal franchise agreement is in the form of the 2000 Model Franchise Agreement, with no amendments, and is for a term of twenty years.

## **IT IS ORDERED THAT:**

1. The terms and conditions upon which, and the period for which, the Township of Black River-Matheson is, by by-law, to grant to Union Gas Limited the right to construct and operate works for the distribution, transmission and storage of gas, and the right to extend or add to the works, in the Township of Black River-Matheson, as set out in the municipal franchise agreement attached as Schedule A, are approved.
2. A certificate of public convenience and necessity, attached as Schedule B to this Decision and Order, is granted to Union Gas Limited to construct works or supply gas in the Township of Black River-Matheson. A current map of the Township of Black River-Matheson is attached as Schedule C.
3. Union Gas Limited's certificates of public convenience and necessity for the Township of Matheson (F.B.C. 30), the Township of Black River (F.B.C. 35), the Township of Playfair (F.B.C. 36) and the Unorganized Township of Matheson (E.B.C. 39) are cancelled.
4. The assent of the municipal electors to the by-law is not necessary.

5. Union Gas Limited shall pay the OEB's costs incidental to this proceeding upon receipt of the OEB's invoice.

**DATED** at Toronto, March 1, 2018

**ONTARIO ENERGY BOARD**

*Original signed by*

Pascale Duguay  
Manager, Application Policy and Climate Change

**SCHEDULE A**

**EB-2017-0367**

**DATED: March 1, 2018**

**Franchise Agreement**

# 2000 Model Franchise Agreement

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THIS AGREEMENT effective this            day of            , 20

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF  
BLACK RIVER-MATHESON**

hereinafter called the "Corporation"

- and -



**uniongas**

**LIMITED**

hereinafter called the "Gas Company"

WHEREAS the Gas Company desires to distribute, store and transmit gas in the Municipality upon the terms and conditions of this Agreement;

AND WHEREAS by by-law passed by the Council of the Corporation (the "By-law"), the duly authorized officers have been authorized and directed to execute this Agreement on behalf of the Corporation;

THEREFORE the Corporation and the Gas Company agree as follows:

## **Part I - Definitions**

### **1. In this Agreement**

- (a) "decommissioned" and "decommissions" when used in connection with parts of the gas system, mean any parts of the gas system taken out of active use and purged in accordance with the applicable CSA standards and in no way affects the use of the term 'abandoned' pipeline for the purposes of the *Assessment Act*;
- (b) "Engineer/Road Superintendent" means the most senior individual employed by the Corporation with responsibilities for highways within the

Municipality or the person designated by such senior employee or such other person as may from time to time be designated by the Council of the Corporation;

- (c) "gas" means natural gas, manufactured gas, synthetic natural gas, liquefied petroleum gas or propane-air gas, or a mixture of any of them, but does not include a liquefied petroleum gas that is distributed by means other than a pipeline;
- (d) "gas system" means such mains, plants, pipes, conduits, services, valves, regulators, curb boxes, stations, drips or such other equipment as the Gas Company may require or deem desirable for the distribution, storage and transmission of gas in or through the Municipality;
- (e) "highway" means all common and public highways and shall include any bridge, viaduct or structure forming part of a highway, and any public square, road allowance or walkway and shall include not only the travelled portion of such highway, but also ditches, driveways, sidewalks, and sodded areas forming part of the road allowance now or at any time during the term hereof under the jurisdiction of the Corporation;
- (f) "Model Franchise Agreement" means the form of agreement which the Ontario Energy Board uses as a standard when considering applications under the *Municipal Franchises Act*. The Model Franchise Agreement may be changed from time to time by the Ontario Energy Board;
- (g) "Municipality" means the territorial limits of the Corporation on the date when this Agreement takes effect, and any territory which may thereafter be brought within the jurisdiction of the Corporation;
- (h) "Plan" means the plan described in Paragraph 5 of this Agreement required to be filed by the Gas Company with the Engineer/Road Superintendent prior to commencement of work on the gas system; and
- (i) whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Agreement so requires.

## **Part II - Rights Granted**

### **2. To provide gas service**

The consent of the Corporation is hereby given and granted to the Gas Company to distribute, store and transmit gas in and through the Municipality to the Corporation and to the inhabitants of the Municipality.

### **3. To Use Highways**

Subject to the terms and conditions of this Agreement the consent of the Corporation is hereby given and granted to the Gas Company to enter upon all highways now or at any time hereafter under the jurisdiction of the Corporation and to lay, construct, maintain, replace, remove, operate and repair a gas system for the distribution, storage and transmission of gas in and through the Municipality.

### **4. Duration of Agreement and Renewal Procedures**

(a) If the Corporation has not previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law.

or

(b) If the Corporation has previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law provided that, if during the 20 year term of this Agreement, the Model Franchise Agreement is changed, then on the 7<sup>th</sup> anniversary and on the 14<sup>th</sup> anniversary of the date of the passing of the By-law, this Agreement shall be deemed to be amended to incorporate any changes in the Model Franchise Agreement in effect on such anniversary dates. Such deemed amendments shall not apply to alter the 20 year term.

(c) At any time within two years prior to the expiration of this Agreement, either party may give notice to the other that it desires to enter into negotiations for a renewed franchise upon such terms and conditions as may be agreed upon. Until such renewal has been settled, the terms and conditions of this Agreement shall continue, notwithstanding the expiration of this Agreement. This shall not preclude either party from applying to the Ontario Energy Board for a renewal of the Agreement pursuant to section 10 of the *Municipal Franchises Act*.

### Part III – Conditions

#### 5. Approval of Construction

- (a) The Gas Company shall not undertake any excavation, opening or work which will disturb or interfere with the surface of the travelled portion of any highway unless a permit therefore has first been obtained from the Engineer/Road Superintendent and all work done by the Gas Company shall be to his satisfaction.
- (b) Prior to the commencement of work on the gas system, or any extensions or changes to it (except service laterals which do not interfere with municipal works in the highway), the Gas Company shall file with the Engineer/Road Superintendent a Plan, satisfactory to the Engineer/Road Superintendent, drawn to scale and of sufficient detail considering the complexity of the specific locations involved, showing the highways in which it proposes to lay its gas system and the particular parts thereof it proposes to occupy.
- (c) The Plan filed by the Gas Company shall include geodetic information for a particular location:
  - (i) where circumstances are complex, in order to facilitate known projects, including projects which are reasonably anticipated by the Engineer/Road Superintendent, or
  - (ii) when requested, where the Corporation has geodetic information for its own services and all others at the same location.
- (d) The Engineer/Road Superintendent may require sections of the gas system to be laid at greater depth than required by the latest CSA standard for gas pipeline systems to facilitate known projects or to correct known highway deficiencies.
- (e) Prior to the commencement of work on the gas system, the Engineer/Road Superintendent must approve the location of the work as shown on the Plan filed by the Gas Company, the timing of the work and any terms and conditions relating to the installation of the work.
- (f) In addition to the requirements of this Agreement, if the Gas Company proposes to affix any part of the gas system to a bridge, viaduct or other structure, if the Engineer/Road Superintendent approves this proposal, he may require the Gas Company to comply with special conditions or to enter into a separate agreement as a condition of the approval of this part of the construction of the gas system.

- (g) Where the gas system may affect a municipal drain, the Gas Company shall also file a copy of the Plan with the Corporation's Drainage Superintendent for purposes of the *Drainage Act*, or such other person designated by the Corporation as responsible for the drain.
- (h) The Gas Company shall not deviate from the approved location for any part of the gas system unless the prior approval of the Engineer/Road Superintendent to do so is received.
- (i) The Engineer/Road Superintendent's approval, where required throughout this Paragraph, shall not be unreasonably withheld.
- (j) The approval of the Engineer/Road Superintendent is not a representation or warranty as to the state of repair of the highway or the suitability of the highway for the gas system.

**6. As Built Drawings**

The Gas Company shall, within six months of completing the installation of any part of the gas system, provide two copies of "as built" drawings to the Engineer/Road Superintendent. These drawings must be sufficient to accurately establish the location, depth (measurement between the top of the gas system and the ground surface at the time of installation) and distance of the gas system. The "as built" drawings shall be of the same quality as the Plan and, if the approved pre-construction plan included elevations that were geodetically referenced, the "as built" drawings shall similarly include elevations that are geodetically referenced. Upon the request of the Engineer/Road Superintendent, the Gas Company shall provide one copy of the drawings in an electronic format and one copy as a hard copy drawing.

**7. Emergencies**

In the event of an emergency involving the gas system, the Gas Company shall proceed with the work required to deal with the emergency, and in any instance where prior approval of the Engineer/Road Superintendent is normally required for the work, the Gas Company shall use its best efforts to immediately notify the Engineer/Road Superintendent of the location and nature of the emergency and the work being done and, if it deems appropriate, notify the police force, fire or other emergency services having jurisdiction. The Gas Company shall provide the Engineer/Road Superintendent with at least one 24 hour emergency contact for the Gas Company and shall ensure the contacts are current.

8. **Restoration**

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

9. **Indemnification**

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

10. **Insurance**

- (a) The Gas Company shall maintain Comprehensive General Liability Insurance in sufficient amount and description as shall protect the Gas Company and the Corporation from claims for which the Gas Company is obliged to indemnify the Corporation under Paragraph 9. The insurance policy shall identify the Corporation as an additional named insured, but only with respect to the operation of the named insured (the Gas Company). The insurance policy shall not lapse or be cancelled without sixty (60) days' prior written notice to the Corporation by the Gas Company.
- (b) The issuance of an insurance policy as provided in this Paragraph shall not be construed as relieving the Gas Company of liability not covered by such insurance or in excess of the policy limits of such insurance.
- (c) Upon request by the Corporation, the Gas Company shall confirm that premiums for such insurance have been paid and that such insurance is in full force and effect.

## 11. **Alternative Easement**

The Corporation agrees, in the event of the proposed sale or closing of any highway or any part of a highway where there is a gas line in existence, to give the Gas Company reasonable notice of such proposed sale or closing and, if it is feasible, to provide the Gas Company with easements over that part of the highway proposed to be sold or closed sufficient to allow the Gas Company to preserve any part of the gas system in its then existing location. In the event that such easements cannot be provided, the Corporation and the Gas Company shall share the cost of relocating or altering the gas system to facilitate continuity of gas service, as provided for in Paragraph 12 of this Agreement.

## 12. **Pipeline Relocation**

- (a) If in the course of constructing, reconstructing, changing, altering or improving any highway or any municipal works, the Corporation deems that it is necessary to take up, remove or change the location of any part of the gas system, the Gas Company shall, upon notice to do so, remove and/or relocate within a reasonable period of time such part of the gas system to a location approved by the Engineer/Road Superintendent.
- (b) Where any part of the gas system relocated in accordance with this Paragraph is located on a bridge, viaduct or structure, the Gas Company shall alter or relocate that part of the gas system at its sole expense.
- (c) Where any part of the gas system relocated in accordance with this Paragraph is located other than on a bridge, viaduct or structure, the costs of relocation shall be shared between the Corporation and the Gas Company on the basis of the total relocation costs, excluding the value of any upgrading of the gas system, and deducting any contribution paid to the Gas Company by others in respect to such relocation; and for these purposes, the total relocation costs shall be the aggregate of the following:
  - (i) the amount paid to Gas Company employees up to and including field supervisors for the hours worked on the project plus the current cost of fringe benefits for these employees,
  - (ii) the amount paid for rental equipment while in use on the project and an amount, charged at the unit rate, for Gas Company equipment while in use on the project,
  - (iii) the amount paid by the Gas Company to contractors for work related to the project,

- (iv) the cost to the Gas Company for materials used in connection with the project, and
  - (v) a reasonable amount for project engineering and project administrative costs which shall be 22.5% of the aggregate of the amounts determined in items (i), (ii), (iii) and (iv) above.
- (d) The total relocation costs as calculated above shall be paid 35% by the Corporation and 65% by the Gas Company, except where the part of the gas system required to be moved is located in an unassumed road or in an unopened road allowance and the Corporation has not approved its location, in which case the Gas Company shall pay 100% of the relocation costs.

#### **Part IV - Procedural And Other Matters**

##### **13. Municipal By-laws of General Application**

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

##### **14. Giving Notice**

Notices may be delivered to, sent by facsimile or mailed by prepaid registered post to the Gas Company at its head office or to the authorized officers of the Corporation at its municipal offices, as the case may be.

##### **15. Disposition of Gas System**

- (a) If the Gas Company decommissions part of its gas system affixed to a bridge, viaduct or structure, the Gas Company shall, at its sole expense, remove the part of its gas system affixed to the bridge, viaduct or structure.
- (b) If the Gas Company decommissions any other part of its gas system, it shall have the right, but is not required, to remove that part of its gas system. It may exercise its right to remove the decommissioned parts of its gas system by giving notice of its intention to do so by filing a Plan as required by Paragraph 5 of this Agreement for approval by the Engineer/Road Superintendent. If the Gas Company does not remove the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in any highway, the Corporation may remove and dispose of so much of the decommissioned gas system as the Corporation may require for such purposes and neither party shall have recourse against the other for any loss, cost, expense or damage occasioned thereby. If the Gas Company has not removed the part of the gas system it has decommissioned and the

Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in a highway, the Gas Company may elect to relocate the decommissioned gas system and in that event Paragraph 12 applies to the cost of relocation.

#### 16. **Use of Decommissioned Gas System**

- (a) The Gas Company shall provide promptly to the Corporation, to the extent such information is known:
  - (i) the names and addresses of all third parties who use decommissioned parts of the gas system for purposes other than the transmission or distribution of gas; and
  - (ii) the location of all proposed and existing decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas.
- (b) The Gas Company may allow a third party to use a decommissioned part of the gas system for purposes other than the transmission or distribution of gas and may charge a fee for that third party use, provided
  - (i) the third party has entered into a municipal access agreement with the Corporation; and
  - (ii) the Gas Company does not charge a fee for the third party's right of access to the highways.
- (c) Decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas are not subject to the provisions of this Agreement. For decommissioned parts of the gas system used for purposes other than the transmission and distribution of gas, issues such as relocation costs will be governed by the relevant municipal access agreement.

#### 17. **Franchise Handbook**

The Parties acknowledge that operating decisions sometimes require a greater level of detail than that which is appropriately included in this Agreement. The Parties agree to look for guidance on such matters to the Franchise Handbook prepared by the Association of Municipalities of Ontario and the gas utility companies, as may be amended from time to time.

#### 18. **Other Conditions**

None.

**19. Agreement Binding Parties**

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

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

**THE CORPORATION OF THE TOWNSHIP  
OF BLACK RIVER-MATHESON**

Per:

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Garry Edwards, Mayor

Per:

---

Cassandra Child, Clerk/Treasurer

**UNION GAS LIMITED**

Per:

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David G. Simpson, Vice President  
Regulatory, Lands and Public Affairs

Per:

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Tanya Mushynski, Assistant Secretary

**SCHEDULE B**

**EB-2017-0367**

**DATED: March 1, 2018**

**Certificate of Public Convenience and Necessity**

## **Certificate of Public Convenience and Necessity**

The Ontario Energy Board grants

### **Union Gas Limited**

approval under section 8 of the *Municipal Franchises Act*, R.S.O. 1990, c. M.55, as amended, to construct works to supply gas to the

### **Township of Black River-Matheson**

as it is constituted on the date of this Decision and Order.

**DATED** at Toronto, March 1, 2018

**ONTARIO ENERGY BOARD**

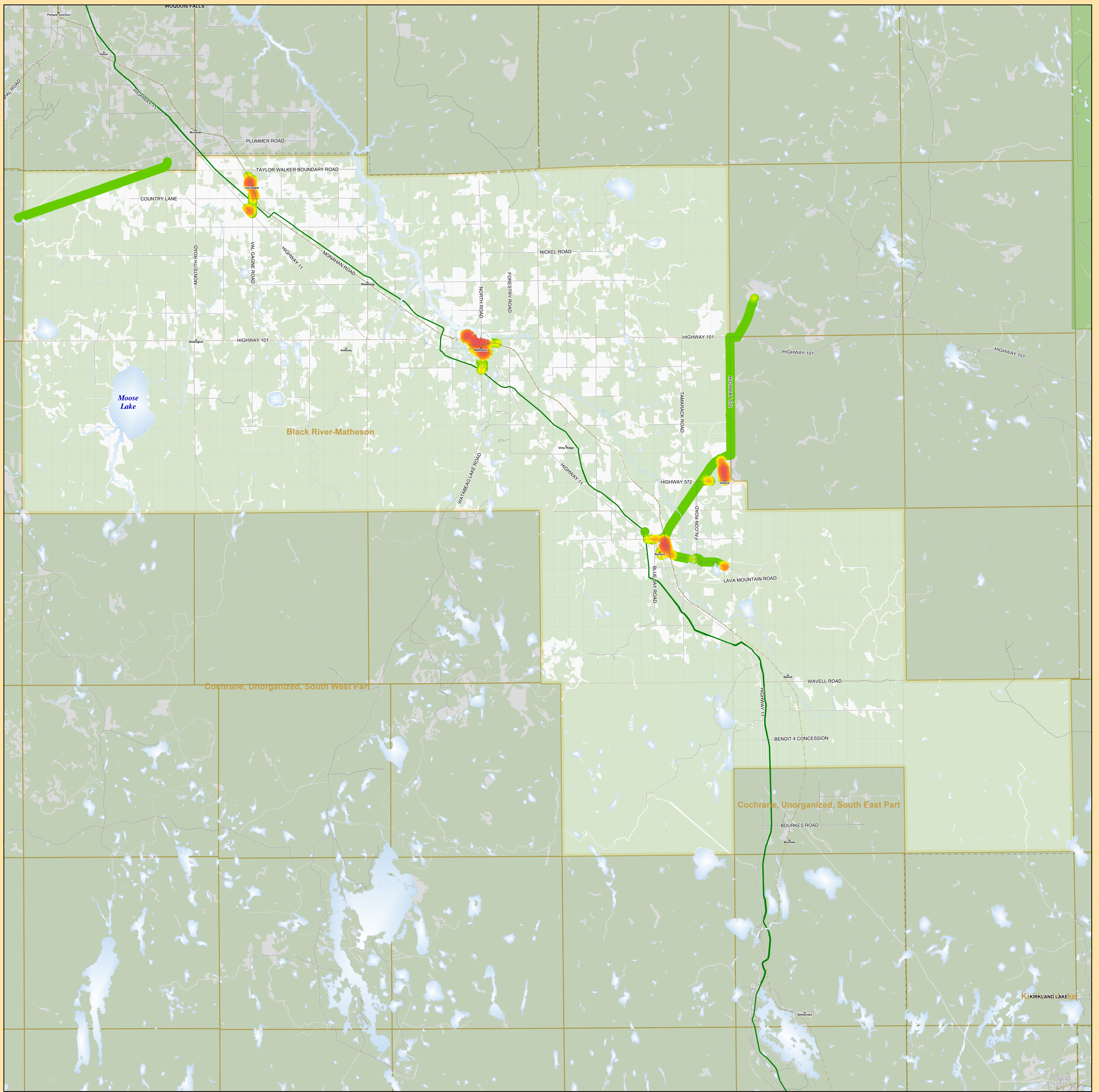
Pascale Duguay  
Manager, Application Policy and Climate Change

**SCHEDULE C**

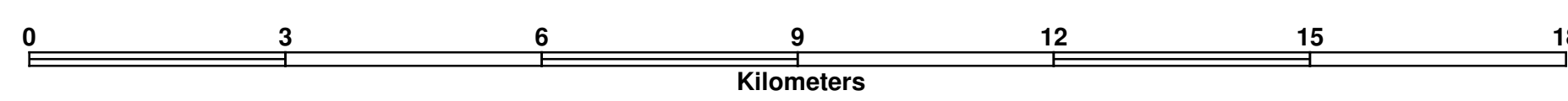
**EB-2017-0367**

**DATED: May 8, 2018**




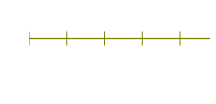

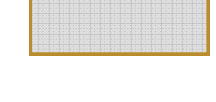
**Map of the Township of Black River-Matheson**



# BLACK RIVER - MATHESON



## Legend

-  Union Gas Pipeline Coverage Area
-  Black River - Matheson Township
-  Roads
-  Railways
-  First Nation Boundaries
-  Municipal and Township Boundaries

## Customer Density



### Disclaimer:

The map is provided with no warranty express or Implied and is subject to change at any time. Any Person using the Density Map shall do so at its own Risk and the Density Map is not intended in any way As a tool to locate underground infrastructure for the purposes of excavation

