



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

January 6, 2025

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

Dear Ms. Marconi:

**Re: Enbridge Gas Inc.
Application for Approval of Franchise Agreement and New CPCN
City of Guelph**

Attached is an Application by Enbridge Gas Inc. for Orders of the Ontario Energy Board with respect to a Franchise Agreement with the City of Guelph pursuant to section 10 of the *Municipal Franchises Act* and a new Certificate of Public Convenience and Necessity for the City of Guelph. There is a disagreement between Enbridge Gas and the City of Guelph with regards to the terms and conditions of the proposed Franchise Agreement.

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

Digitally signed by
Patrick McMahon

Date: 2025.01.06
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Patrick McMahon
Technical Manager
Regulatory Research and Records
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 the terms and conditions upon which, and the period for which, the Corporation of the City of Guelph is, by by-law, to grant to Enbridge Gas Inc. the right to construct and operate works for the distribution, transmission and storage of natural gas and the right to extend and add to the works in the City of Guelph;

AND IN THE MATTER OF an Application by Enbridge Gas Inc. for an Order cancelling and superseding those parts of the existing F.B.C. 109 Certificate of Public Convenience and Necessity held by Enbridge Gas Inc. related to the City of Guelph and replacing them with a Certificate of Public Convenience and Necessity to construct works to supply natural gas in the current City of Guelph.

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. The Corporation of the City of Guelph (Municipality) is a municipal corporation incorporated under the laws of the Province of Ontario. Attached hereto and marked as Schedule "A" is a map showing the geographical location of the City of Guelph and a customer density representation of Enbridge Gas' service area. Enbridge Gas currently serves approximately 47,700 customers in the City of Guelph. Enbridge Gas and its predecessors have been providing gas distribution services within the City of Guelph since approximately 1955.
3. The City of Guelph is a single-tier municipality located in and independent from the County of Wellington. Guelph was incorporated as a town in 1855 and was incorporated as a city in 1879.
4. Enbridge Gas has an existing franchise agreement with the City of Guelph (EB-2005-0248) effective May 16, 2005 and associated By-law (2005)-17747 which are attached as Schedule "B".
5. Enbridge Gas has a Certificate of Public Convenience and Necessity (CPCN) (F.B.C. 109) issued for four municipalities, including the City of Guelph, dated June 25, 1957 which is attached as Schedule "C". Since the issuance of the F.B.C. 109 CPCN, Enbridge Gas is aware of at least four instances (in 1966, 1993, 2004 and 2022) in which the City of Guelph has annexed portions of the Township of Guelph/Eramosa and/or the Township of Puslinch:

- In 1966, the City of Guelph annexed portions of the Township of Puslinch and the Township of Guelph. At that time, this portion of the Township of Puslinch was covered under the F.B.C. 99 and/or F.B.C. 332 CPCNs held by Union Gas and this portion of the Township of Guelph was covered under the F.B.C. 99, F.B.C. 110 and/or F.B.C. 192 CPCNs held by Union Gas which covered areas within several municipalities including the former Township of Guelph.
 - In 1993, the City of Guelph annexed a portion of the Township of Puslinch and a portion of the Township of Guelph. At that time, this portion of the Township of Puslinch was covered under the F.B.C. 99 and/or F.B.C. 332 CPCNs held by Union Gas and this portion of the Township of Guelph was covered under the F.B.C. 99, F.B.C. 110 and/or F.B.C. 192 CPCNs held by Union Gas which covered areas within several municipalities including the former Township of Guelph.
 - In 2004, the City of Guelph annexed a portion of the Township of Guelph/Eramosa. At that time, this portion of the Township of Guelph/Eramosa was covered under the F.B.C. 99, F.B.C. 110 and/or F.B.C. 192 CPCNs held by Union Gas Limited which covered areas within several municipalities including the former Township of Guelph, or the E.B.C. 209 CPCN held by Union Gas Limited for the former Township of Eramosa.
 - On January 1, 2022, a portion of the Township of Guelph/Eramosa encompassing the Dolime Quarry was annexed by the City of Guelph. At that time, this portion of the Township of Guelph/Eramosa was covered under the EB-2007-0021 CPCN held by Union Gas Limited (now Enbridge Gas).
6. Given that Enbridge Gas already holds the CPCN rights for all the lands that now make up the City of Guelph (through our various CPCNs listed above), there is no change to overall existing CPCN rights held by Enbridge Gas in this area. Enbridge Gas is not aware of any other person holding a CPCN for any part of the current City of Guelph.
 7. Enbridge Gas applied to the Council of the Municipality for the renewal of a franchise agreement permitting Enbridge Gas to construct and operate works for the distribution, transmission and storage of natural gas and the right to extend and add to the works in the City of Guelph. Documents related to the renewal of the franchise agreement were forwarded to the City of Guelph on May 10, 2024. Enbridge Gas met with staff from the City of Guelph in September and October 2024 to discuss issues related to the franchise agreement renewal details and process.
 8. Attached at Schedule “D” is the Infrastructure Services Report 2024-416 presented to the Committee of the Whole of the City of Guelph on November 5, 2024. At its November 5, 2024 meeting, the Committee of the Whole passed a motion recommending that City of Guelph staff be directed to negotiate a franchise agreement that included amendments to the model franchise agreement that was originally recommended by city staff (see meeting minutes attached at Schedule “D2”).

9. At its meeting on November 26, 2024 (see Schedule “D3”), the Council of the City of Guelph directed city staff to negotiate a franchise agreement with Enbridge Gas that:
 - a) will allow the City of Guelph to charge fees for use of public property if and when Ontario Regulation 584/06 is amended to allow such charges;
 - b) will ensure that the City of Guelph is not liable to pay for any gas infrastructure relocations needed due to conflicts with municipal infrastructure, and
 - c) will ensure future charges for use of municipal property are not passed on to Guelph customers of Enbridge Gas.
10. Enbridge Gas met with staff of the City of Guelph on December 17, 2024 to discuss directions given by council. On December 20, 2024, staff of the City of Guelph agreed that Enbridge Gas should proceed with submitting an application to the Ontario Energy Board pursuant to section 10 of the *Municipal Franchises Act*.
11. The OEB’s *Natural Gas Facilities Handbook* directs that franchise agreements be based on the model franchise agreement unless there are compelling reasons to deviate from it. Enbridge Gas does not believe that the City of Guelph has raised any issues unique to the City of Guelph that would lead the OEB to consider such a deviation. Enbridge Gas does not support any of the model franchise agreement amendments as they are being proposed by the City of Guelph.
12. The OEB adopted the Model Franchise Agreement and its terms and conditions following significant input from the Association of Municipalities of Ontario (AMO) and the natural gas utilities of the day as a tool to efficiently administer the many franchise agreements across Ontario. Enbridge Gas has franchise agreements in place with 315 single/lower-tier municipalities and 27 upper-tier municipalities, all in the form of the current model franchise agreement as determined by the OEB in accordance with its longstanding policy and practice. Enbridge Gas submits that it would be inappropriate for the OEB to consider changes to the Model Franchise Agreement with the City of Guelph in an ad hoc and narrow manner for one single-tier municipality which, in turn, could have cascading implications on and/or involve considerations applicable to other municipalities which are not involved in this proceeding.
13. Enbridge Gas is submitting this application pursuant to section 10 of the *Municipal Franchises Act* which gives the OEB the jurisdiction, “if public convenience and necessity appear to require it”, to renew the right of Enbridge Gas to operate the gas distribution system in the City of Guelph “upon such terms and conditions as may be prescribed by the OEB”.
14. It is Enbridge Gas’ understanding that an Order issued by the Ontario Energy Board pursuant to section 10 of the *Municipal Franchises Act* renewing or extending the term of the right to operate the gas distribution system in the City of Guelph shall be deemed to be a valid by-law of the City of Guelph which is deemed to be assented to by the municipal electors for the purposes of the *Municipal Franchises Act*.

15. Attached hereto as Schedule “E” is a copy of the franchise agreement proposed by Enbridge Gas for approval. It is in the form of the 2000 Model Franchise Agreement with no amendments and is for a term of twenty (20) years.
16. Enbridge Gas has franchise agreements with and Certificates of Public Convenience and Necessity for the Township of Guelph/Eramosa and the Township of Puslinch which are immediately adjacent to the City of Guelph. Enbridge Gas is not aware of any other natural gas distributor in the area.

17. The address of the Municipality is as follows:

City of Guelph
1 Carden Street
Guelph, ON N1H 3A1
Attention: Stephen O’Brien, City Clerk
Telephone: (519) 822-1260 ext. 5644
Email: stephen.obrien@guelph.ca

The address for Enbridge Gas’ regional operations office is:

Enbridge Gas Inc.
603 Kumpf Drive
Waterloo, ON N2J 4A4
Attention: Murray Costello, Director, Regional Operations
Email: murray.costello@enbridge.com

18. Enbridge Gas believes that publishing the Notice in the local newspaper, on the OEB web site, on the Enbridge Gas’ web site and on the municipality’s web site will provide a broad awareness of this application. The newspaper having the highest circulation in the City of Guelph is the *Guelph Mercury Tribune*. This is the newspaper used by the Municipality for its notices.
19. Enbridge Gas now applies to the Ontario Energy Board for:
 - (a) an Order under s.10 of the *Municipal Franchises Act* approving the terms and conditions upon which, and the period for which, the City of Guelph is, by by-law, to grant Enbridge Gas the right to construct and operate works for the distribution, transmission and storage of natural gas and the right to extend and add to the works; and
 - (b) an Order pursuant to s.8 of the *Municipal Franchises Act* cancelling and superseding those parts of the F.B.C. 109 Certificate of Public Convenience and Necessity held by Enbridge Gas related to the City of Guelph and replacing them with a Certificate of Public Convenience and Necessity to construct works to supply natural gas in the current City of Guelph.

DATED at the Municipality of Chatham-Kent, in the Province of Ontario this 6th day of January 2025.

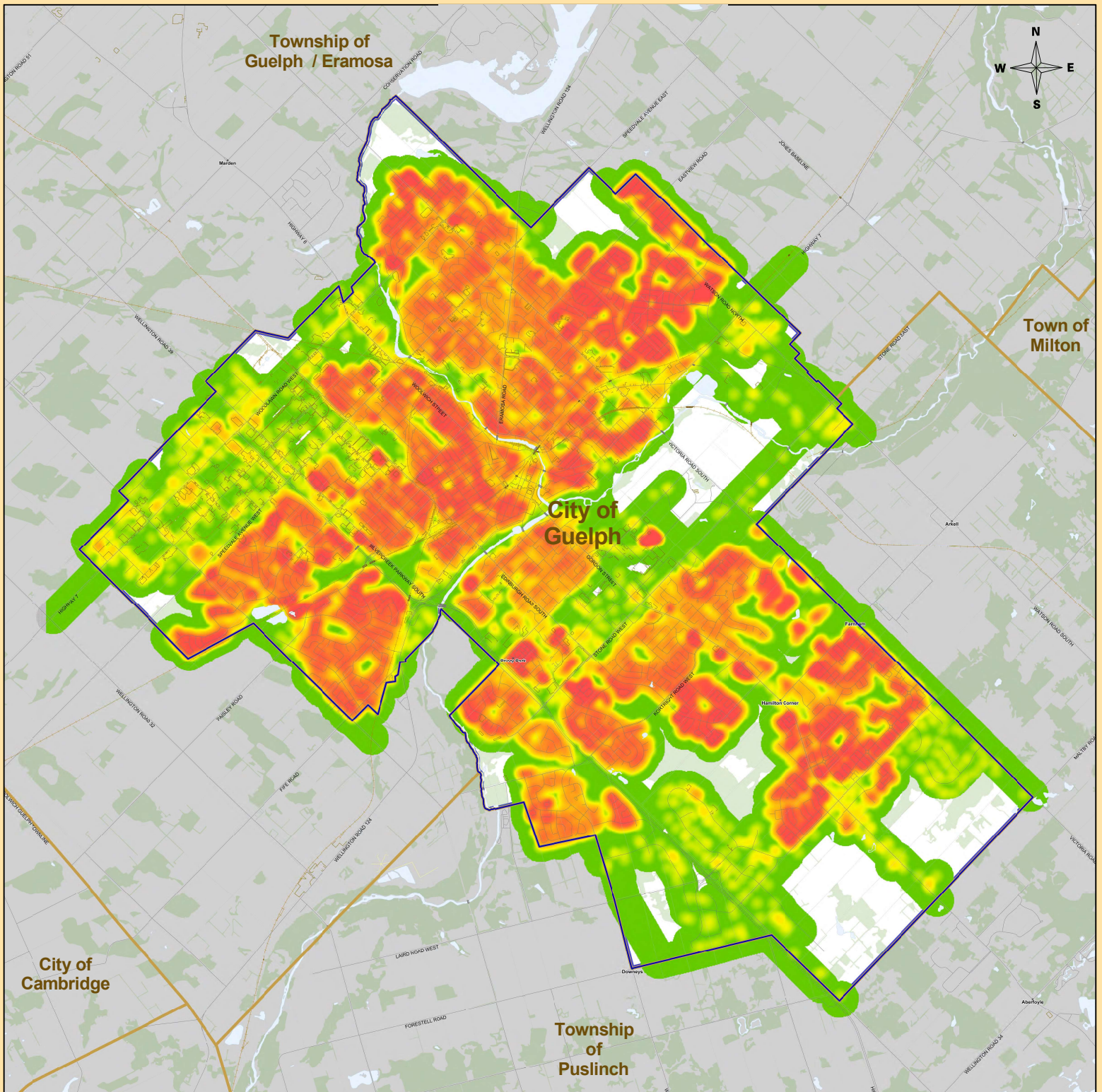
ENBRIDGE GAS INC.

**Patrick
McMahon** Digitally signed by
Patrick McMahon
Date: 2025.01.06
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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
Telephone: (519) 436-5325



City of Guelph

Legend

-  Enbridge Gas Pipeline Coverage Area
-  City of Guelph
-  Roads
-  Railways
-  Wooded Areas
-  First Nation Boundaries



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



THE CORPORATION OF THE CITY OF GUELPH

By-law Number (2005)-17747

A by-law to authorize franchise agreement between The Corporation of the City of Guelph and Union Gas Limited.

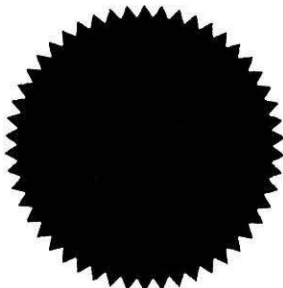
WHEREAS the Council of The Corporation of the City of Guelph deems it expedient to enter into a franchise agreement (the "Franchise Agreement") with Union Gas Limited attached hereto as Schedule "A";

AND WHEREAS the Ontario Energy Board by its Order issued pursuant to The Municipal Franchises Act on third day of May, 2005 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 CITY OF GUELPH ENACTS AS FOLLOWS:

1. THAT the Franchised Agreement between the Corporation of the City of Guelph and Union Gas Limited, attached hereto as Schedule "A" and forming part of this by-law, is hereby authorized and the franchise provided for therein is hereby granted on the terms and conditions specified in the agreement,
2. THAT the Mayor and Clerk be and they are hereby authorized and instructed on behalf of The Corporation of the City of Guelph 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 upon approval by the Ontario Energy Board of the Franchise Agreement.

PASSED this SIXTEENTH day of MAY, 2005.



[Original Signed By Kate Quarrie]

K.M. QUARRIE - MAYOR

[Original Signed By Lois Giles]

LOIS A. GILES - CITY CLERK

2000 Model Franchise Agreement

THIS AGREEMENT effective this 16 day of May, 2005.

BETWEEN:

THE CORPORATION OF THE CITY OF GUELPH

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 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.
- (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**

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

19. **Agreement Binding Parties**

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

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

THE CORPORATION OF THE CITY OF GUELPH

Per: *[Original Signed By Kate Quarrie]*

K.M. QUARRIE - MAYOR

DATED AND SIGNED at the
City of Guelph 17 day
of MAY 2005

Per: *[Original Signed By Lois Giles]*

LOIS A. GILES - CLERK

UNION GAS LIMITED

Per: *[Original Signed By Christine Jackson]*

CHRISTINE JACKSON - ASSISTANT SECRETARY

IN THE MATTER OF Section 8 of The Municipal Franchise Act, R.S.O. 1950, Chapter 249 as enacted by Statutes of Ontario (1954) 3 Elizabeth II, Chapter 60, Section 2, Subsection 1,

AND IN THE MATTER OF an Application by Union Gas Company of Canada, Limited to the Ontario Fuel Board for the approval of such Board to construct works to supply and to supply gas (as defined in The Ontario Fuel Board Act) in the municipalities of the City of Guelph, of the Township of Guelph, of the City of Stratford and of the Town of Strathroy.

Guelph

B E F O R E :

A. R. Crozier, Chairman and) Tuesday, the 11th
W. R. Howard, Commissioner) day of June, 1957.

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

UPON the Application of Union Gas Company of Canada, Limited for approval of the Ontario Fuel Board to construct works to supply and to supply gas in the City of Guelph pursuant to Section 8 of The Municipal Franchises Act, R.S.O. 1950, Chapter 249, as amended; upon the hearing of such Application by the Board at the Court Room, in the Court House Building, in the City of Guelph, on the 11th day of June, 1957, after due Notice of such Hearing had been given as directed by the Board; in the presence of Counsel for the Applicant and in the presence of Alderman G. R. Rife, a Member of the Council of The Corporation of the City of Guelph and of Frank Capewell, Superintendent of the Gas Department of The Board of Light and Heat Commissioners of the City of Guelph; upon hearing the evidence adduced, the exhibits filed and Counsel aforesaid;

THIS BOARD DOETH CERTIFY, pursuant to Section 8 of The Municipal Franchises Act, R.S.O. 1950, Chapter 249, as amended, that Public Convenience and Necessity appear to require that approval of the Ontario Fuel Board shall be and the same is hereby given to Union Gas Company of Canada, Limited to construct works to supply and to supply gas in the municipality of the City of Guelph.

AND THIS BOARD DOETH further Order and Direct that the

costs of this Application, hereby fixed at the sum of \$20.00, shall be paid forthwith to the Board by the Applicant.

DATED AT Toronto, Ontario, this 25th day of June, A.D. 1957.

ONTARIO FUEL BOARD

A. Royer
Chairman

M. Howard
Commissioner

Staff Report



To	Committee of the Whole
Service Area	Infrastructure, Development and Environment
Date	Tuesday, November 5, 2024
Subject	Municipal Franchise Agreement with Enbridge Gas Inc.

Recommendation

1. That the report entitled Municipal Franchise Agreement with Enbridge Gas Inc. dated November 5, 2024, be received.
 2. That Council approve the form of franchise agreement and draft by-law attached to this report and authorize the submission thereof to the Ontario Energy Board for approval pursuant to the provisions of Section 9 of the Municipal Franchises Act.
 3. That Council request that the Ontario Energy Board make an Order declaring and directing that the assent of the municipal electors to the form of franchise agreement and draft by-law attached to this report is not necessary pursuant to the provisions of Section 9(4) of the Municipal Franchises Act.
 4. That staff be authorized and directed to do all things necessary to give effect to the foregoing resolutions.
-

Executive Summary

Purpose of Report

The purpose of this report is, first, to provide Council with information regarding gas franchises, including applicable legislation and franchise agreements governing the relationship between a municipality and a natural gas distributor; specifically, the existing Franchise Agreement between The Corporation of the City of Guelph (the City) and Enbridge Gas Inc. (Enbridge) which will expire on May 15, 2025. Second, this report makes recommendations to Council regarding renewal of the Franchise Agreement with Enbridge for a further 20-year period.

Key Findings

- Enbridge, and its predecessor Union Gas, has provided gas distribution services within the City of Guelph since approximately 1957.
- In Ontario, natural gas distributors are regulated by the Ontario Energy Board (the OEB), a quasi-judicial administrative tribunal, operating under the authority of the Ontario Energy Board Act, 1998. The OEB is responsible for regulation of the natural gas sector in the public interest.
- The OEB adopted the Model Franchise Agreement following significant input from interested stakeholders, including the Association of Municipalities of Ontario

and natural gas distributors, to provide guidance to applicants and municipalities regarding the standard terms of a franchise agreement and as a tool to efficiently administer the many franchise agreements across the Province.

- The OEB's regulatory authority includes the power to grant exclusive territorial rights to a particular gas distributor to provide gas service within a municipality, subject to compliance with the Municipal Franchises Act, R.S.O. 1990, c. M.55 (the MFA).
- The MFA sets out the requirements for the allocation of municipal territory to regulated gas distributors, including the requirement that the natural gas distributor obtain municipal consent to the construction and operation of gas works in the municipal territory, on terms and conditions approved by the OEB.
- The City and Enbridge are parties to an existing unmodified, Franchise Agreement which will expire on May 16, 2025. Enbridge has initiated the process to renew the same Model Franchise Agreement.
- If the City and Enbridge do not enter into a new Franchise Agreement prior to expiry of the current agreement, the terms of the current agreement will continue in effect.
- Enbridge has the right to apply to the OEB under the MFA for an Order to approve the franchise renewal on the terms and for the duration set out in the form of franchise agreement attached to this report.

Strategic Plan Alignment

Natural gas is an important part of the energy mix serving residents in the City of Guelph now and in the future as our community grows. Strong relationships with natural gas distributors and other utilities are key to successful coordination of infrastructure upgrades and expansions to enhance service to the community.

Future Guelph Theme

City Building

Future Guelph Objectives

City Building: Improve housing supply

Financial Implications

The renewal of the Franchise Agreement with Enbridge does not have new financial implications for the City.

Report

Gas Franchise Agreement

In Ontario, natural gas distributors are regulated by the Ontario Energy Board (OEB), which operates under the authority of the Ontario Energy Board Act, 1998. The OEB is responsible for regulation of the natural gas sector in the public interest. Its regulatory authority includes the power to grant exclusive territorial rights to a gas distributor to provide gas service within a municipality.

The Municipal Franchises Act (MFA) sets out the requirements for the allocation of municipal territories to gas distributors, including a requirement to obtain municipal consent to the construction and operation of gas works in the municipality on terms and conditions approved by the OEB.

The OEB has approved a Model Franchise Agreement with standardized terms and conditions for use between municipalities and natural gas distributors. The current agreement between the City and Enbridge is an unmodified Model Franchise Agreement and Enbridge proposes to use the same Model Franchise Agreement for the renewal. Before a natural gas distributor and municipality can enter into a Franchise Agreement, the terms, conditions, and duration must be approved by the OEB. The OEB expects municipalities and natural gas distributors to use the Model Franchise Agreement unless there is a compelling reason for deviation.

If the City and Enbridge do not enter into a new Franchise Agreement prior to expiry of the current agreement, the terms of the current agreement will continue in effect. The automatic continuation does not prevent Enbridge from applying to the OEB under the MFA seeking an Order to approve the gas franchise renewal.

Renewal Process

As a precondition to entering into a Franchise Agreement, the municipal council must pass a by-law approving the form of agreement. Unless dispensed with by the OEB, pursuant to its authority under Section 9(4) of the MFA, the by-law must receive the assent of the electors. Following the passing of the by-law by council, but before the by-law consenting to the gas franchise can be submitted for assent by the municipal electors, the terms, condition, and duration of the Franchise Agreement must first be approved by the OEB.

To obtain OEB approval of a proposed Franchise Agreement, an application is made to the OEB including the resolution of municipal council that: approves the form of agreement and the draft by-law; requests that the OEB declare and direct that the assent of the electors is not required; and authorizes the submission to the OEB for approval. These requirements are covered in the recommendations of this Report.

The OEB will typically make a declaration and direction that the assent of the electors is not required and will give approval of the Franchise Agreement where public convenience and necessity appear to require it. The approval of the OEB takes the form of a Certificate of Public Convenience and Necessity.

The foregoing describes a voluntary process for application to the OEB for renewal of a Franchise Agreement. Where the municipality and gas distributor have not reached an agreement, section 10 of the MFA allows either the municipality or the gas distributor to apply to the OEB for an Order for renewal of the Franchise Agreement. The OEB is required to hold a public hearing upon an application for an Order to renew a Franchise Agreement. An Order of the OEB renewing a Franchise Agreement is deemed to be a valid by-law of the municipality.

Identified Issues

Staff have reviewed the proposed form of Franchise Agreement and identified the following issues. Staff met with Enbridge to discuss these matters. As of the date of this report, efforts to negotiate these terms directly with Enbridge have been unsuccessful. However, some of the identified areas of concern can be managed at the local level through cooperative relationships between the municipality and gas distributor. Identified areas of concern include:

- Broad right to municipal property- The term highway used in the Franchise Agreement is broader than the definition in the Municipal Act, 2001 and includes public squares, walkways, and alternative easements.
- Relocation costs - If, in the course of municipal works, it is necessary to remove or relocate part of the gas system, the municipality is responsible for a portion of the relocation costs.
- Approval of construction – The existence of gas infrastructure in/on public property can result in utility conflicts and increase complexity of linear infrastructure projects. The Franchise Agreement provides a guideline for consultation and review processes to mitigate these risks. The provisions are general in nature, and therefore a good working relationship between the municipality and gas distributor is highly important.

Where a Franchise Agreement is in place, Enbridge is still required to obtain permits for any excavation or work that will disturb the surface of the travelled portion of a highway. The City will continue to review applications, as it does with all third-party utilities, to ensure the proposed plan is in the best interest of the City.

Financial Implications

There are no new financial implications of a renewed Franchise Agreement with Enbridge.

Franchise Agreements do have financial implications for both the gas distributors and municipalities who are party to them. Commonly expressed concerns regarding gas franchises include the cost-allocation provisions under the Model Franchise Agreement, and the restriction on municipal authority to impose fees and charges on gas distributors for use of public property.

Section 9 of O.Reg. 584/06 under the Municipal Act, 2001 provides that municipalities do not have the power to impose a fee or charge on a gas distributor for services or activities, costs payable, or the use of property with respect to pipes, equipment, machinery or other works that are or will be located on a municipal highway; and are or will be used as part of the business of the gas distributor. However, per section 10 of the regulation, nothing in section 9 prevents the imposition of fees or charges to recover the municipality's reasonable costs for issuing permits with respect to placement, cutting, or digging a municipal highway for the works of the gas distributor. Subject to the limits imposed under O. Reg. 584/06, Enbridge is not exempt from applicable permit fees and the City also has the right to be compensated by Enbridge for the staff time for review of proposed plans, and for Street Occupancy permit fees for Enbridge's contractors to complete the work within the City Right-of-Way. This is consistent with other third-party utilities.

Natural gas distributors are also subject to the Assessment Act (Ontario). Currently the City receives tax revenue from Enbridge, based on pipeline assessment. In 2023, the overall pipeline was assessed at \$34,185,000, and thus the City received \$764,730 in City taxes and collected \$300,828 in educational taxes on behalf of the local school boards. This is specific to Enbridge and is not applicable to any other third-party utility.

Consultations and Engagement

Hearings and decisions of the OEB are public, and as such, several applicable OEB decisions were reviewed when making recommendations for this report, as well as appeals of OEB orders. The review affirmed that the OEB will only approve modifications to the Model Franchise Agreement in very limited, unique circumstances where a deviation from the standard terms is necessary or justified for one municipality and gas distributor distinct from all others. The legislature has empowered the OEB with broad authority and jurisdiction to determine reasonable terms and conditions to govern gas franchises in the public interest.

Attachments

Attachment-1 Draft By-law Enbridge Franchise Agreement

Attachment-2 2000 Model Franchise Agreement

Departmental Approval

None

Report Author

Kyle Gibson, Manager, Technical Services

Jennifer Charles, General Manager, Legal and Court Services / City Solicitor

This report was approved by:

Terry Gayman, P. Eng.

General Manager, Engineering and Transportation Services / City Engineer
Infrastructure, Development and Environment

519-822-1260 ext. 2369

terry.gayman@guelph.ca

This report was recommended by:

Terry Gayman, P. Eng.

Acting DCAO Infrastructure, Development and Environment
Infrastructure, Development and Environment

519-822-1260 ext. 2369

terry.gayman@guelph.ca

Attachment-1 Draft By-law Enbridge Franchise Agreement

The Corporation of the City of Guelph

By-law Number (202X) - XXXXX

A by-law to authorize a Franchise Agreement between The Corporation of the City of Guelph and Enbridge Gas Inc.

Whereas the Council of The Corporation of the City of Guelph deems it expedient to enter into the attached franchise agreement (the "Franchise Agreement") with Enbridge Gas Inc.;

And whereas the Ontario Energy Board by its Order issued pursuant to the Municipal Franchises Act on the _____ day of _____, 202____ 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:

The Council of The Corporation of the City of Guelph enacts as follows:

- 1. That the Franchise Agreement between The Corporation of the City of Guelph and Enbridge Gas Inc. 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 City Clerk be and they are hereby authorized and instructed on behalf of The Corporation of the City of Guelph 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-law be hereby repealed:

By-law No. (2005)-17747 for The Corporation of the City of Guelph, passed in Council on the 16th day of May, 2005.

- 4. That this by-law shall come into force and take effect as of the final passing thereof.

Read a first time this _____ day of _____, 2024.
 Read a second time this _____ day of _____, 2024.
 Read a third time and finally passed this _____ day of _____, 2024.

THE CORPORATION OF THE CITY OF GUELPH

Cam Guthrie, Mayor

[Name], City Clerk

2000 Model Franchise Agreement

THIS AGREEMENT effective this day of , 2024

BETWEEN:

THE CORPORATION OF THE CITY OF GUELPH

hereinafter called the "Corporation"

- and -

ENBRIDGE GAS INC.

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 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.

(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 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.

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

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

19. Agreement Binding Parties

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

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

THE CORPORATION OF THE CITY OF GUELPH

Per: _____
Cam Guthrie, Mayor

Per: _____
Stephen O'Brien, City Clerk

ENBRIDGE GAS INC.

Per: _____
Mark Kitchen, Director, Regulatory Affairs

Per: _____
Murray Costello, Director, Regional Operations



Minutes of Committee of the Whole Meeting

**November 5, 2024, 1:30 p.m.
Council Chambers
Guelph City Hall, 1 Carden Street**

Council:

Mayor C. Guthrie
Councillor P. Allt
Councillor C. Billings
Councillor L. Busuttil
Councillor L. Caron
Councillor E. Caton
Councillor K. Chew
Councillor C. Downer
Councillor D. Gibson
Councillor R. Goller
Councillor C. Klassen
Councillor D. O'Rourke
Councillor M. Richardson

Staff:

T. Baker, Chief Administrative Officer
C. Clack-Bush, Deputy Chief Administrative Officer, Public Services
J. Holmes, Deputy Chief Administrative Officer, Infrastructure, Development and Environment
T. Lee, Deputy Chief Administrative Officer, Corporate Services
J. Charles, General Manager, Legal and Court Services, City Solicitor
T. Gayman, General Manager, Engineering and Transportation Services
N. Tampacopoulos, General Manager, Environmental Services
K. Gibson, Manager, Technical Services
C. Walsh, Division Manager, Solid Waste Resources
D. McMahon, Acting General Manager, City Clerk's Office/City Clerk

J. McDonald, Council and Committee Assistant
C. Murray-Sprague, Council and Committee Coordinator
A. Sandor, Council and Committee Coordinator

1. Call to Order - Mayor

Mayor Guthrie called the meeting to order (1:30 p.m.)

1.1 Disclosure of Pecuniary Interest and General Nature Thereof

There were no disclosures.

2. Authority to move into closed meeting

Moved By Councillor Billings

Seconded By Councillor Allt

1. That the Council of the City of Guelph now hold a meeting that is closed to the public, pursuant to the Municipal Act, Section 239(2)(f) of the Municipal Act, regarding advice that is subject to solicitor-client privilege, including communications necessary for that purpose

Voting in Favour: (11): Mayor Guthrie, Councillor Allt, Councillor Billings, Councillor Busuttil, Councillor Caron, Councillor Chew, Councillor Downer, Councillor Gibson, Councillor Goller, Councillor Klassen, and Councillor Richardson

Carried (11 to 0)

The following items were considered:

2.1 Call to Order (closed meeting)

2.2 Disclosure of Pecuniary Interest and General Nature Thereof (closed items)

2.3 Municipal Franchise Agreement with Enbridge Gas Inc. - 2024-444

3. Closed Meeting Summary

Mayor Guthrie noted the following:

Municipal Franchise Agreement with Enbridge Gas Inc. - 2024-444

Council received information, and no staff direction was given.

4. Open Meeting

Mayor Guthrie called the meeting to order (2:04 p.m.)

4.4 Disclosure of Pecuniary Interest and General Nature Thereof

There were no disclosures.

5. Staff Recognitions

5.1 Energy Management Insight Award by The Clean Energy Ministerial

Vice-chair Klassen recognized the following staff:

Bryan Ho-Yan, Manager Energy and Climate Change

Alisa Wiebe, Project Manager, Facilities and Energy Management

Jayne Holmes, Deputy Chief Administrative Officer, Infrastructure, Development and Environment

Robert Page, Supervisor, Fleet Planning

Phil Koechl, Supervisor, Corporate Building Maintenance

Carlin Sweeny, Project Manager, Facilities and Energy Management

Tijo Joseph, Project Manager, Facilities and Energy Management

Antti Vilkkko, General Manager, Facilities and Energy Management

Deepa Puthran, Project Manager, Facilities and Energy Management

5.2 Canadian Railway Operating Rules Certificate and the Track Inspection Guidelines Certificate

Vice-chair Klassen recognized the following staff:

Amber Bryer, Safety Officer, Guelph Junction Railway

5.3 Registered Professional Planner (RPP)

Vice-chair Klassen recognized the following staff:

Lucas Mollame, Planner

5.4 Registered Professional Planner (RPP)

Vice-chair Klassen recognized the following staff:

Rui Tong, Planner

5.5 Certified Engineering Technologist (CET) designation from the Ontario Association of Certified Engineering Technicians and Technologists

Vice-chair Klassen recognized the following staff:

Shaymaa Al-Ani, Traffic Signal Technologist

6. Service Area - Infrastructure, Development and Environment

Councillor Klassen assumed the position of Chair.

7. Items for Discussion

7.1 Municipal Franchise Agreement with Enbridge Gas Inc. - 2024-416

The following delegates spoke:

Samantha Hicks

Morgan Dandie

David Douglass

Abigail and Indigo

Gina Lammel

John Lawson

Gyruss Valeriotte

Evan Ferrari

Chuck Castillo

First Motion

Moved By Councillor Billings

Seconded By Councillor Gibson

1. That the report entitled Municipal Franchise Agreement with Enbridge Gas Inc. dated November 5, 2024, be received.
2. That Council approve the form of franchise agreement and draft by-law attached to this report and authorize the submission thereof to the Ontario Energy Board for approval pursuant to the provisions of Section 9 of the Municipal Franchises Act.
3. That Council request that the Ontario Energy Board make an Order declaring and directing that the assent of the municipal electors to the form of franchise agreement and draft by-law attached to this report is not necessary pursuant to the provisions of Section 9(4) of the Municipal Franchises Act.
4. That staff be authorized and directed to do all things necessary to give effect to the foregoing resolutions.

Clause 1 was requested to be voted on separately.

Clause 1 of First Motion

Moved By Councillor Billings

Seconded By Councillor Gibson

1. That the report entitled Municipal Franchise Agreement with Enbridge Gas Inc. dated November 5, 2024, be received.

Amendment to Clause 1 of First Motion

Moved By Councillor Caron

Seconded By Councillor Goller

Councillor Gibson called a Point of order, and asked whether Council had a chance to ask questions of staff. Chair Klassen noted that questions could be asked after the motion on the floor was voted on.

1. That the report entitled Municipal Franchise Agreement with Enbridge Gas Inc. dated November 5, 2024, be received, **for information.**

Voting in Favour: (13): Mayor Guthrie, Councillor Allt, Councillor Billings, Councillor Busuttil, Councillor Caron, Councillor Caton, Councillor Chew, Councillor Downer, Councillor Gibson, Councillor Goller, Councillor Klassen, Councillor O'Rourke, and Councillor Richardson

Carried (13 to 0)

Clause 1 of First Motion as amended

Moved By Councillor Billings

Seconded By Councillor Gibson

1. That the report entitled Municipal Franchise Agreement with Enbridge Gas Inc. dated November 5, 2024, be received for information.

Voting in Favour: (13): Mayor Guthrie, Councillor Allt, Councillor Billings, Councillor Busuttil, Councillor Caron, Councillor Caton, Councillor Chew, Councillor Downer, Councillor Gibson, Councillor Goller, Councillor Klassen, Councillor O'Rourke, and Councillor Richardson

Carried (13 to 0)

Clauses 2, 3 and 4 of First Motion

Moved By Councillor Billings

Seconded By Councillor Gibson

2. That Council approve the form of franchise agreement and draft by-law attached to this report and authorize the submission thereof to the Ontario Energy Board for approval pursuant to the provisions of Section 9 of the Municipal Franchises Act

3. That Council request that the Ontario Energy Board make an Order declaring and directing that the assent of the municipal electors to the form of franchise agreement and draft by-law attached to this report is not necessary pursuant to the provisions of Section 9(4) of the Municipal Franchises Act.

4. That staff be authorized and directed to do all things necessary to give effect to the foregoing resolutions.

Voting in Favour: (3): Mayor Guthrie, Councillor Billings, and Councillor Gibson

Voting Against: (10): Councillor Allt, Councillor Busuttil, Councillor Caron, Councillor Caton, Councillor Chew, Councillor Downer, Councillor Goller, Councillor Klassen, Councillor O'Rourke, and Councillor Richardson

Defeated (3 to 10)

Second Motion

Moved By Councillor Caron

Seconded By Councillor Goller

1. That Council request the Province of Ontario to amend section 9 of Regulation 584/06 under the Municipal Act, 2001, to permit municipalities to charge fair fees to for-profit gas utilities for their use of public property, as municipalities do in most other provinces.
2. That Council direct staff to negotiate a Franchise Agreement with the gas distribution company that:
 - a. will allow the City of Guelph to charge fees for use of public property if and when Ontario Regulation 584/06 is amended to allow such charges,
 - b. will ensure that the City of Guelph is not liable to pay for any gas infrastructure relocations needed due to conflicts with municipal infrastructure, and
 - c. will ensure future charges for use of municipal property is not passed on to Guelph customers of the gas distribution company.

3. That the City of Guelph supports the Bill 219, "No Free Ride for Fossil Fuels Act, 2024" tabled November 4, 2024 by Guelph MPP Mike Schreiner.
4. That the above referenced motions and a letter of support for Bill 219, be circulated to MPP Mike Schreiner, Premier Doug Ford, Minister of Municipal Affairs and Housing, Paul Calandra, Stephen Lecce, Minister of Energy and Electrification, the Ontario Big City Mayors (OBCM), the Association of Municipalities of Ontario, and its member municipalities.

First Amendment to Second Motion

Moved By Mayor Guthrie

Seconded By Councillor Busuttil

1. That Council request the Province of Ontario to amend section 9 of Regulation 584/06 under the Municipal Act, 2001, to permit municipalities to charge fair fees to for-profit gas utilities for their use of public property, as municipalities do in most other provinces.
2. That Council direct staff, **to the satisfaction of the DCAO of IDE** to negotiate a Franchise Agreement with the gas distribution company that:
 - a. will allow the City of Guelph to charge fees for use of public property if and when Ontario Regulation 584/06 is amended to allow such charges,
 - b. will ensure that the City of Guelph is not liable to pay for any gas infrastructure relocations needed due to conflicts with municipal infrastructure, and
 - c. will ensure future charges for use of municipal property is not passed on to Guelph customers of the gas distribution company.
3. That the City of Guelph supports the Bill 219, "No Free Ride for Fossil Fuels Act, 2024" tabled November 4, 2024 by Guelph MPP Mike Schreiner.
4. That the above referenced motions and a letter of support for Bill 219, be circulated to MPP Mike Schreiner, Premier Doug Ford, Minister of Municipal Affairs and Housing, Paul Calandra, Stephen Lecce, Minister of Energy and Electrification, the

Ontario Big City Mayors (OBCM), the Association of Municipalities of Ontario, and its member municipalities.

Voting in Favour: (13): Mayor Guthrie, Councillor Allt, Councillor Billings, Councillor Busuttil, Councillor Caron, Councillor Caton, Councillor Chew, Councillor Downer, Councillor Gibson, Councillor Goller, Councillor Klassen, Councillor O'Rourke, and Councillor Richardson

Carried (13 to 0)

Second Amendment to Second Motion

Moved By Councillor O'Rourke

Seconded By Mayor Guthrie

1. That Council request the Province of Ontario to amend section 9 of Regulation 584/06 under the Municipal Act, 2001, to permit municipalities to charge fair fees to for-profit gas utilities for their use of public property, as municipalities do in most other provinces.
2. That Council direct staff, to the satisfaction of the DCAO of IDE, to negotiate a Franchise Agreement with the gas distribution company that:
 - a. will allow the City of Guelph to charge fees for use of public property if and when Ontario Regulation 584/06 is amended to allow such charges,
 - b. will ensure that the City of Guelph is not liable to pay for any gas infrastructure relocations needed due to conflicts with municipal infrastructure, and
 - c. will ensure future charges for use of municipal property is not passed on to Guelph customers of the gas distribution company.
3. That the City of Guelph supports, **in principle**, the Bill 219, "No Free Ride for Fossil Fuels Act, 2024" tabled November 4, 2024 by Guelph MPP Mike Schreiner.
4. That the above referenced motions and a letter of support for Bill 219, be circulated to MPP Mike Schreiner, Premier Doug Ford, Minister of Municipal Affairs and Housing, Paul Calandra, Stephen Lecce, Minister of Energy and Electrification, the

Ontario Big City Mayors (OBCM), the Association of Municipalities of Ontario, and its member municipalities.

Voting in Favour: (8): Mayor Guthrie, Councillor Billings, Councillor Busuttil, Councillor Chew, Councillor Gibson, Councillor Klassen, Councillor O'Rourke, and Councillor Richardson

Voting Against: (5): Councillor Allt, Councillor Caron, Councillor Caton, Councillor Downer, and Councillor Goller

Carried (8 to 5)

Second Motion as Amended

Moved By Councillor Caron

Seconded By Councillor Goller

1. That Council request the Province of Ontario to amend section 9 of Regulation 584/06 under the Municipal Act, 2001, to permit municipalities to charge fair fees to for-profit gas utilities for their use of public property, as municipalities do in most other provinces.
2. That Council direct staff, to the satisfaction of the DCAO of IDE, to negotiate a Franchise Agreement with the gas distribution company that:
 - a. will allow the City of Guelph to charge fees for use of public property if and when Ontario Regulation 584/06 is amended to allow such charges,
 - b. will ensure that the City of Guelph is not liable to pay for any gas infrastructure relocations needed due to conflicts with municipal infrastructure, and
 - c. will ensure future charges for use of municipal property is not passed on to Guelph customers of the gas distribution company.
3. That the City of Guelph supports, in principle, the Bill 219, "No Free Ride for Fossil Fuels Act, 2024" tabled November 4, 2024 by Guelph MPP Mike Schreiner.
4. That the above referenced motions and a letter of support for Bill 219, be circulated to MPP Mike Schreiner, Premier Doug Ford, Minister of Municipal Affairs and Housing, Paul Calandra, Stephen Lecce, Minister of Energy and Electrification, the

Ontario Big City Mayors (OBCM), the Association of Municipalities of Ontario, and its member municipalities.

Voting in Favour: (11): Mayor Guthrie, Councillor Allt, Councillor Busuttil, Councillor Caron, Councillor Caton, Councillor Chew, Councillor Downer, Councillor Goller, Councillor Klassen, Councillor O'Rourke, and Councillor Richardson

Voting Against: (2): Councillor Billings, and Councillor Gibson

Carried (11 to 2)

Council recessed (4:05 p.m.). Council reconvened (4:11 p.m.)

7.2 Blue Box Transition Status Update - 2024-449

Nectar Tampacopoulos, General Manager, Environmental Services and Cameron Walsh, Division Manager, Solid Waste Resources, presented.

The following delegate did not speak:

Greg Dorval

Moved By Councillor O'Rourke

Seconded By Councillor Allt

1. That the report entitled Blue Box Transition Status Update, dated November 5, 2024, be received.

Voting in Favour: (13): Mayor Guthrie, Councillor Allt, Councillor Billings, Councillor Busuttil, Councillor Caron, Councillor Caton, Councillor Chew, Councillor Downer, Councillor Gibson, Councillor Goller, Councillor Klassen, Councillor O'Rourke, and Councillor Richardson

Carried (13 to 0)

8. Service Area Chair and Staff Announcements

Mayor Guthrie noted that Ward 3 and 4 Councillors are conducting a budget town hall on November 6, 2024, at 6:30 p.m. at the West End Community Centre. Mayor Guthrie also noted that the Mayor's Town Hall event would be taking place live on the Mayor's Facebook page, at 6:00 p.m. on November 5, 2024.

9. Adjournment

Moved By Mayor Guthrie

Seconded By Councillor Goller

1. That the meeting be adjourned (4:31 p.m.)

Carried

Mayor Guthrie

Dylan McMahon - Acting City Clerk



Minutes of Guelph City Council

**November 26, 2024, 5:30 p.m.
Council Chambers
Guelph City Hall, 1 Carden Street**

Council:

Mayor C. Guthrie
Councillor P. Allt
Councillor C. Billings
Councillor L. Busuttil
Councillor L. Caron
Councillor E. Caton
Councillor K. Chew
Councillor C. Downer
Councillor D. Gibson
Councillor R. Goller
Councillor C. Klassen
Councillor D. O'Rourke
Councillor M. Richardson

Staff:

T. Baker, Chief Administrative Officer
C. Clack-Bush, Deputy Chief Administrative Officer, Public Services
J. Holmes, Deputy Chief Administrative Officer, Infrastructure, Development and Environment
T. Lee, Deputy Chief Administrative Officer, Corporate Services
J. Charles, General Manager, Legal and Court Services, City Solicitor
T. Gayman, General Manager, Engineering and Transportation Services
K. Gibson, Manager, Technical Services
D. McMahon, Acting General Manager, City Clerk's Office/City Clerk
C. Murray-Sprague, Council and Committee Coordinator
A. Sandor, Council and Committee Coordinator

S. Osborn, Administrative Coordinator

Also Present: John Mascarin, Integrity Commissioner

2. Call to Order

Mayor Guthrie called the meeting to order (5:30 p.m.).

2.1 Disclosure of Pecuniary Interest and General Nature Thereof

Councillor Caron declared pecuniary interest as she has a family member that is a member of CUPE 241.

Councillor Downer declared pecuniary interest as she has a family member that is a member of CUPE 973.

3. Authority to move into closed meeting

Moved By Councillor Allt

Seconded By Councillor Klassen

That the Council of the City of Guelph now hold a meeting that is closed to the public, pursuant to Section 239(2)(b)(d) of the Municipal Act, regarding personal matters about an identifiable individual, including municipal or local board employees and labour relations or employee negotiations.

Voting in Favour: (12): Mayor Guthrie, Councillor Allt, Councillor Billings, Councillor Busuttill, Councillor Caron, Councillor Caton, Councillor Downer, Councillor Gibson, Councillor Goller, Councillor Klassen, Councillor O'Rourke, and Councillor Richardson

Carried (12 to 0)

The following items were considered:

3.1 Call to Order (closed meeting)

3.2 Disclosure of Pecuniary Interest and General Nature Thereof (closed items)

3.3 Confirmation of Closed Council Minutes

3.4 November 2024 Public Appointments – The Elliott Community Board of Trustees

3.5 Bargaining Mandate Report Canadian Union of Public Employees Local 241 and 973, 2024-506

4. Closed Meeting Summary

Mayor Guthrie called the open meeting to order (6:00 p.m.).

Mayor Guthrie spoke regarding the matters discussed in closed session and identified the following:

Bargaining Mandate Report Canadian Union of Public Employees Local 241 and 973

Council received information and provided staff direction.

November 2024 Public Appointments – The Elliott Community Board of Trustees

Moved By Councillor O'Rourke

Seconded By Councillor Busuttil

1. That Joanne Hohenadel and Lisa Woolley be appointed to The Elliott Community Board of Trustees for a 3-year term ending November 26, 2027, or until such time as a successor is appointed.

Voting in Favour: (13): Mayor Guthrie, Councillor Allt, Councillor Billings, Councillor Busuttil, Councillor Caron, Councillor Caton, Councillor Chew, Councillor Downer, Councillor Gibson, Councillor Goller, Councillor Klassen, Councillor O'Rourke, and Councillor Richardson

Carried (13 to 0)

5. Open Meeting – 6:00 p.m.

5.4 Disclosure of Pecuniary Interest and General Nature Thereof

There were no disclosures.

6. Recognition

6.1 Community Presentation – Nathan Skoufis

Mayor Guthrie congratulated Nathan Skoufis for winning Gold in the world championships.

7. Confirmation of Open Minutes

Moved By Councillor Busuttil

Seconded By Councillor Allt

1. That the minutes of the open Council Meetings held October 8, 29, 30, 2024, and the Committee of the Whole Meeting held October 1, 2024, be confirmed as recorded and without being read.

Voting in Favour: (13): Mayor Guthrie, Councillor Allt, Councillor Billings, Councillor Busuttil, Councillor Caron, Councillor Caton, Councillor Chew, Councillor Downer, Councillor Gibson, Councillor Goller, Councillor Klassen, Councillor O'Rourke, and Councillor Richardson

Carried (13 to 0)

8. Items for Discussion

8.1 Report to Council re Code of Conduct: Gifts and Benefits - November 19 2024

John Mascarin, Integrity Commissioner, introduced Report to Council re Code of Conduct: Gifts and Benefits - November 19 2024.

Moved By Councillor Klassen
Seconded By Councillor Gibson

1. That the report to Council re Code of Conduct: Gifts and Benefits dated November 19, 2024, be received.

Voting in Favour: (13): Mayor Guthrie, Councillor Allt, Councillor Billings, Councillor Busuttil, Councillor Caron, Councillor Caton, Councillor Chew, Councillor Downer, Councillor Gibson, Councillor Goller, Councillor Klassen, Councillor O'Rourke, and Councillor Richardson

Carried (13 to 0)

8.2 Code of Conduct Amendment in Relation to Integrity Commissioner Report to Council re Code of Conduct Gifts and Benefits

Mayor Guthrie introduced Code of Conduct Amendment in Relation to Integrity Commissioner Report to Council re Code of Conduct Gifts and Benefits.

Moved By Councillor Goller
Seconded By Councillor Richardson

1. That Section 5 of the Code of Conduct for Council and Local Boards be amended to include an exception for 'food, lodging, transportation and entertainment provided by third-party organizations for attendance at events which are targeted to a municipal government audience' and, when the total benefit

exceeds \$300, require reporting in the City Council and Local Boards Gift Disclosure within 30 days.

Amendment

Moved By Councillor O'Rourke

Seconded By Councillor Richardson

1. That Section 5 of the Code of Conduct for Council and Local Boards be amended to include an exception for 'food, lodging, transportation and entertainment provided by third-party organizations for attendance at events which are targeted to a municipal government audience **with the prior approval of City Council when the benefit exceeds \$300' and, when the total benefit exceeds \$300**, require reporting in the City Council and Local Boards Gift Disclosure within 30 days.
2. **That, in accordance with Section 5 of the Code of Conduct for Council and Local Boards, City Council approves an exception for food, lodging, transportation and entertainment provided by the Global Covenant of Mayors to Mayor Guthrie for attendance at events which are targeted to a municipal government audience**

Voting in Favour: (4): Councillor Caron, Councillor Caton, Councillor O'Rourke, and Councillor Richardson

Voting Against: (9): Mayor Guthrie, Councillor Allt, Councillor Billings, Councillor Busuttill, Councillor Chew, Councillor Downer, Councillor Gibson, Councillor Goller, and Councillor Klassen

Defeated (4 to 9)

Main Motion

Moved By Councillor Goller

Seconded By Councillor Richardson

1. That Section 5 of the Code of Conduct for Council and Local Boards be amended to include an exception for 'food, lodging, transportation and entertainment provided by third-party organizations for attendance at events which are targeted to a municipal government audience' and, when the total benefit exceeds \$300, require reporting in the City Council and Local Boards Gift Disclosure within 30 days.

Voting in Favour: (13): Mayor Guthrie, Councillor Allt, Councillor Billings, Councillor Busuttil, Councillor Caron, Councillor Caton, Councillor Chew, Councillor Downer, Councillor Gibson, Councillor Goller, Councillor Klassen, Councillor O'Rourke, and Councillor Richardson

Carried (13 to 0)

8.3 Municipal Franchise Agreement with Enbridge Gas Inc. - 2024-416

The following delegates spoke:

Indigo Moran

Murray Costello and Patrick McMahon

Henry Moran and Gyruus Valeriotte

Gaby Kalapos

Gina Lammel

Evan Ferrari

Moved By Councillor Caron

Seconded By Councillor Klassen

1. That the report entitled Municipal Franchise Agreement with Enbridge Gas Inc. dated November 5, 2024, be received for information.
2. That Council request the Province of Ontario to amend section 9 of Regulation 584/06 under the Municipal Act, 2001, to permit municipalities to charge fair fees to for-profit gas utilities for their use of public property, as municipalities do in most other provinces.
3. That Council direct staff, to the satisfaction of the DCAO of IDE, to negotiate a Franchise Agreement with the gas distribution company that:
 - a. will allow the City of Guelph to charge fees for use of public property if and when Ontario Regulation 584/06 is amended to allow such charges,
 - b. will ensure that the City of Guelph is not liable to pay for any gas infrastructure relocations needed due to conflicts with municipal infrastructure, and

- c. will ensure future charges for use of municipal property is not passed on to Guelph customers of the gas distribution company.
4. That the City of Guelph supports, in principle, the Bill 219, "No Free Ride for Fossil Fuels Act, 2024" tabled November 4, 2024 by Guelph MPP Mike Schreiner.
5. That the above referenced motions and a letter of support for Bill 219, be circulated to MPP Mike Schreiner, Premier Doug Ford, Minister of Municipal Affairs and Housing, Paul Calandra, Stephen Lecce, Minister of Energy and Electrification, the Ontario Big City Mayors (OBCM), the Association of Municipalities of Ontario, and its member municipalities.

The motions were requested to be voted on separately.

Moved By Councillor Caron

Seconded By Councillor Klassen

1. That the report entitled Municipal Franchise Agreement with Enbridge Gas Inc. dated November 5, 2024, be received for information.

Voting in Favour: (13): Mayor Guthrie, Councillor Allt, Councillor Billings, Councillor Busuttil, Councillor Caron, Councillor Caton, Councillor Chew, Councillor Downer, Councillor Gibson, Councillor Goller, Councillor Klassen, Councillor O'Rourke, and Councillor Richardson

Carried (13 to 0)

Moved By Councillor Caron

Seconded By Councillor Klassen

2. That Council request the Province of Ontario to amend section 9 of Regulation 584/06 under the Municipal Act, 2001, to permit municipalities to charge fair fees to for-profit gas utilities for their use of public property, as municipalities do in most other provinces.

Voting in Favour: (11): Mayor Guthrie, Councillor Allt, Councillor Busuttil, Councillor Caron, Councillor Caton, Councillor Chew, Councillor Downer, Councillor Goller, Councillor Klassen, Councillor O'Rourke, and Councillor Richardson

Voting Against: (2): Councillor Billings, and Councillor Gibson

Carried (11 to 2)

Moved By Councillor Caron

Seconded By Councillor Klassen

3. That Council direct staff, to the satisfaction of the DCAO of IDE, to negotiate a Franchise Agreement with the gas distribution company that:

- a. will allow the City of Guelph to charge fees for use of public property if and when Ontario Regulation 584/06 is amended to allow such charges,
- b. will ensure that the City of Guelph is not liable to pay for any gas infrastructure relocations needed due to conflicts with municipal infrastructure, and
- c. will ensure future charges for use of municipal property is not passed on to Guelph customers of the gas distribution company.

Voting in Favour: (10): Mayor Guthrie, Councillor Allt, Councillor Busuttil, Councillor Caron, Councillor Caton, Councillor Downer, Councillor Goller, Councillor Klassen, Councillor O'Rourke, and Councillor Richardson

Voting Against: (3): Councillor Billings, Councillor Chew, and Councillor Gibson

Carried (10 to 3)

Moved By Councillor Caron

Seconded By Councillor Klassen

4. That the City of Guelph supports, in principle, the Bill 219, "No Free Ride for Fossil Fuels Act, 2024" tabled November 4, 2024 by Guelph MPP Mike Schreiner.

Voting in Favour: (11): Mayor Guthrie, Councillor Allt, Councillor Busuttil, Councillor Caron, Councillor Caton, Councillor Chew, Councillor Downer, Councillor Goller, Councillor Klassen, Councillor O'Rourke, and Councillor Richardson

Voting Against: (2): Councillor Billings, and Councillor Gibson

Carried (11 to 2)

Moved By Councillor Caron

Seconded By Councillor Klassen

5. That the above referenced motions and a letter of support for Bill 219, be circulated to MPP Mike Schreiner, Premier Doug Ford, Minister of Municipal Affairs and Housing, Paul Calandra, Stephen Lecce, Minister of Energy and Electrification, the Ontario Big City Mayors (OBCM), the Association of Municipalities of Ontario, and its member municipalities.

Voting in Favour: (13): Mayor Guthrie, Councillor Allt, Councillor Billings, Councillor Busuttil, Councillor Caron, Councillor Caton, Councillor Chew, Councillor Downer, Councillor Gibson, Councillor Goller, Councillor Klassen, Councillor O'Rourke, and Councillor Richardson

Carried (13 to 0)

9. By-laws

Moved By Councillor Caton

Seconded By Councillor Caron

1. That by-laws (2024)-21005, (2024)-21012 and (2024)-21017 be approved subject to Section 284.11 (4) of the Municipal Act.

Voting in Favour: (13): Mayor Guthrie, Councillor Allt, Councillor Billings, Councillor Busuttil, Councillor Caron, Councillor Caton, Councillor Chew, Councillor Downer, Councillor Gibson, Councillor Goller, Councillor Klassen, Councillor O'Rourke, and Councillor Richardson

Carried (13 to 0)

11. Adjournment

Moved By Councillor Billings
Seconded By Councillor Busuttil

1. That the meeting be adjourned (7:51 p.m.).

Voting in Favour: (13): Mayor Guthrie, Councillor Allt, Councillor Billings, Councillor Busuttil, Councillor Caron, Councillor Caton, Councillor Chew, Councillor Downer, Councillor Gibson, Councillor Goller, Councillor Klassen, Councillor O'Rourke, and Councillor Richardson

Carried (13 to 0)

Mayor Guthrie

Dylan McMahon - Acting City Clerk

2000 Model Franchise Agreement

THIS AGREEMENT effective this day of , 2025

BETWEEN:

THE CORPORATION OF THE CITY OF GUELPH

hereinafter called the "Corporation"

- and -

ENBRIDGE GAS INC.

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 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.

(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 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.

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

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

19. Agreement Binding Parties

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

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

THE CORPORATION OF THE CITY OF GUELPH

Per: _____
Cam Guthrie, Mayor

Per: _____
Stephen O'Brien, City Clerk

ENBRIDGE GAS INC.

Per: _____
Mark Kitchen, Director, Regulatory Affairs

Per: _____
Murray Costello, Director, Regional Operations