



Enbridge Gas Inc.
603 Kumpf Drive
Waterloo, Ontario
N2J 4A4

August 25, 2021

City of Hamilton
Gord McGuire
Director of Engineering
City Hall, 71 Main Street West
Hamilton, ON L8P 4Y5

Dear Gord:

**Re: Enbridge Gas Inc. ("Enbridge Gas")
Franchise Agreement with City of Hamilton (the "City")**

This is further to recent discussions between Enbridge Gas and the City related to renewal of the Franchise Agreement between Enbridge Gas and the City ("FA").

This letter serves to clarify certain matters related to Enbridge Gas' operations within the City pursuant to the FA.

Enbridge Gas does not intend for the information provided in this letter to amend or modify the terms of the FA in any way.

In this regard, Enbridge Gas confirms as follows (references are to sections of the FA, if related):

- 1) **Bridge or viaduct (section 5f.):** Enbridge Gas confirms it will not use any bridge or viaduct without the prior, written permission of the City Engineer/Road Superintendent for installation of new or relocated pipeline. In those cases where Enbridge Gas currently uses a bridge or viaduct in the City, this use will continue.
- 2) **As Built Drawings (section 6):** Enbridge Gas confirms the electronic format of the drawings provided to the City will be the type of electronic format the City Engineer/Road Superintendent requires. Note that Enbridge Gas currently has a master data sharing agreement with the City; The License Agreement between Enbridge Gas and the City is dated 2001.
- 3) **Restoration (section 8):** Enbridge Gas confirms it will continue to follow the restoration requirements of the City of Hamilton By-law 15-091 ("By-law"), (Roads – Equipment Installation By-law) and the Roads – Equipment Installation Manual, as referenced in the By-law 15-091 (currently known as the Right of Way Utility Installation and Permit Manual). Further, if Enbridge Gas is unable to repair or restore the surface of the highway to substantially the same condition it was in before the work was undertaken per the terms of the By-law in a timely manner, Enbridge Gas may, with the written permission of City and within twenty-four (24) hours of the completion of all applicable work, temporarily repair the surface of the highway to a working condition and perform permanent repairs or restoration to the surface of the highway to substantially the same

condition it was in before the work, by a date set by the City Engineer/Road Superintendent, which shall not be any later than two (2) years after the date Enbridge Gas broke the paved surface of the highway. In all instances, Enbridge Gas confirms it will use a contractor approved by the City Engineer/Road Superintendent, acting reasonably, for any repair or restoration to the highway under the FA.

- 4) **Locate information:** Enbridge Gas will continue to follow *Ontario Underground Infrastructure Notification System Act, 2012* and other applicable laws.
- 5) **Pipeline Relocation (section 12):** Enbridge Gas confirms that the costs and obligations of each party pursuant to this section of the FA are only applicable to the gas system, as defined in the FA located within a Highway as defined in the FA. Enbridge Gas agrees that in the event the City acquires additional lands and incorporates those lands into a new Highway, that Enbridge Gas will surrender any easement rights which it holds within the new expanded Highway. Notwithstanding the surrender by Enbridge Gas of any rights as aforementioned the parties agree that the City shall be solely responsible for all costs relating to the relocation of the gas system, in the first instance, and any subsequent relocation of the gas systems within the Highway will be governed by the terms and conditions of the FA.
- 6) **Cost of relocations (section 12):** Enbridge Gas confirms that prior to commencing or undertaking any relocation of its gas system in accordance with the requirements of the FA, Enbridge Gas will provide the City with an estimate of the costs for its information only. Enbridge Gas will be pleased to provide information to the City to demonstrate to the City that costs are reasonably and diligently constructed.
- 7) **Dispute resolution:** Enbridge Gas has a long and respected practice of working with municipalities in the event of issues arising with respect to the application of the terms of the franchise agreement and other operational matters. It is Enbridge Gas' intent to continue to maintain this commitment through dialogue and consultation with the City in order to resolve any issues related to the FA. In the event the City and Enbridge Gas cannot come to a mutually agreeable solution, Enbridge Gas or the City may raise any concerns related to the FA with the Ontario Energy Board.
- 8) **Insurance (section 10):** Enbridge Gas has a general obligation to maintain insurance as set out in section 10 of the FA and for all municipalities with which Enbridge Gas also has a model franchise agreement in place. If requested from time to time for a specific purpose, Enbridge Gas can provide a certificate of insurance to the City as evidence that insurance required pursuant to section 10c. of the FA is in place. Enbridge Gas notes that, as set out in section 10b. of the FA, the required insurance policy does not relieve the Gas Company of liability not covered by such insurance or in excess of the policy limits of such insurance.

We look forward to continuing Enbridge Gas' strong relationships with the City in relation to providing gas service to Hamilton residents.

Sincerely,



Murray Costello, P.Eng.
Director, Southeast Operations, Enbridge Gas Inc.
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