

**Regional Municipality of Waterloo  
Council  
Addendum Agenda**



Date: Wednesday, November 19, 2025  
Start Time: 7:00 p.m.  
Location: Council Chambers/Electronic

Should you require an alternative format please contact the Regional Clerk at Tel.: 519-575-4400,  
TTY: 519-575-4605, or [regionalclerk@regionofwaterloo.ca](mailto:regionalclerk@regionofwaterloo.ca)

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**Pages**

1. **Call to Order**
2. **Land Acknowledgement**
- \*3. **Motion to Reconvene into Open Session**  
**Recommended Motion:**  
That Council reconvene into Open Session.
4. **Declarations of Pecuniary Interest under the “Municipal Conflict of Interest Act”**
5. **Presentations**  
None.
6. **Petitions**  
None.
7. **Delegations**
  - 7.1 **Don Beauchamp and Patrick McMahon, Enbridge Gas** 13  
Re: An overview of the company and the Model Franchise Agreement that is up for renewal between the Regional Municipality of Waterloo and Enbridge Gas
  - 7.2 **Amy-Susanna Compton, Waterloo**  
Re: Protecting farmland, ending the land assembly in Wilmot
  - \*7.3 **Reed Nadler, Kitchener**  
Re: Support for the Region's decision to extend ION to Cambridge
  - \*7.4 **Samir Sharma and David Kuhn, Waterloo Undergraduate Student Association (WUSA)**  
Re: Agenda Item 10.2.1 - That the Regional Municipality of Waterloo take the following action regarding the Region's proposed extension of Rapid Transit to Cambridge, as outlined in report TSD-RTS-25-003, dated November 4, 2025
  - \*7.5 **Jeremy Turner, Celina McIntosh, and Heather Callander, CUPE Local 1883** 21

Re: Hybrid work for CUPE 1883 members employed by the Region of Waterloo

**\*7.6 Gabriella Kalapos, Climate Action Partnership (formerly Clean Air Partnership)**

41

Re: Agenda Item 11.1 - PDL-LEG-25-039, New Franchise Agreement with Enbridge Gas Inc.

**\*7.7 Madhav Garg, Waterloo**

Re: Stage 2 LRT (and further expansion)

**8. Minutes of Previous Meetings**

**Recommended Motion:**

That the following minutes be approved.

8.1 Strategic Planning and Budget Committee - October 22, 2025

8.2 Closed Strategic Planning and Budget Committee - October 22, 2025

8.3 Closed Council - October 22, 2025

8.4 Council - October 22, 2025

8.5 Sustainability, Infrastructure, and Development Committee - November 4, 2025

8.6 Closed Committee - November 4, 2025

8.7 Special Council - November 4, 2025

8.8 Administration and Finance Committee - November 4, 2025

8.9 Community and Health Services Committee - November 4, 2025

\*8.10 Library Committee - November 13, 2025

\*8.11 Closed Library Committee - November 13, 2025

\*8.12 Licensing and Hearings Committee - November 13, 2025

**9. Communications**

9.1 Council Information Package - November 12, 2025 (Distributed to Councillors Electronically)

For information.

**\*9.2 Correspondence - Greater Kitchener Waterloo Chamber of Commerce**

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Re: Letter of Support for Enbridge

**\*9.3 Correspondence - Craig Sloss**

49

Re: LRT Extension Support

**10. Motion to Go Into Committee of the Whole to Consider Reports**

**Recommended Motion:**

That Council go into Committee of the Whole to consider reports.

**11. Reports**

**11.1 Finance Reports**

11.1.1 COR-TRY-25-033, Increase to T2024-194 - Snow Removal

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and Disposal for Central, Heidelberg, And Philipsburg Patrol Areas

**Recommended Motion:**

That the Regional Municipality of Waterloo increase the contract with Creative Asphalt & Landscape Inc for T2024-194 - Snow Removal and Disposal for Central, Heidelberg, And Philipsburg Patrol Areas in the amount of \$260,000 for a total contract price of \$1,090,815.34 plus all applicable taxes

- |        |                                                                 |    |
|--------|-----------------------------------------------------------------|----|
| 11.1.2 | COR-TRY-25-034, T2025-157 Library Headquarters Roof Replacement | 53 |
|--------|-----------------------------------------------------------------|----|

**Recommended Motion:**

That the Regional Municipality of Waterloo take the following action with respect to T2025-157 Library Headquarters Roof Replacement as set out in report COR-TRY-25-034 dated November 19, 2025.

- a. Accept the tender of Pollard Enterprises Ltd. for the T2025-157 Library Headquarters Roof Replacement in the amount of \$324,950.00 plus all applicable taxes.
- b. Increase the 2026 capital budget by \$95,000 to be funded by the Library Services Reserve \$65,000 and the Facilities Life Cycle Reserve \$30,000

**11.2 Committee Reports**

- |        |                                                                                      |    |
|--------|--------------------------------------------------------------------------------------|----|
| 11.2.1 | Sustainability, Infrastructure, and Development Committee Summary - November 4, 2025 | 56 |
|--------|--------------------------------------------------------------------------------------|----|

**Recommended Motion:**

The Sustainability, Infrastructure, and Development Committee recommends as follows:

- 1. That the Regional Municipality of Waterloo take the following actions to promote sustainable development and practices for Regional facilities, as outlined in report EES-FFM-25-003, dated November 4, 2025:
  - a. update the minimum sustainable design and construction standard to Canada Green Building Council's (CaGBC) Zero Carbon Building-Design (ZCB-Design) Standard for new Regional facilities, replacing the existing LEEDTM Silver standard.
- 2. That the Regional Municipality of Waterloo revise By-law 10-030 titled "A By-law Respecting Signs on Regional Roads", to include the following revisions to Part VI - Farm Accessory Signs:

1. Remove the following Part VI – Farm Accessory Signs from By-law 10-030:

No person shall place or permit to be placed on a Regional road any farm accessory sign except for a farm accessory sign that:

- a. is a ground-mounted, moveable or wire-mounted sign; and
- b. has no part of the sign within:
  - i. 0.5 metres of a roadway if there is a curb and no shoulder;
  - ii. 0.5 metres of a shoulder;
  - iii. 3.0 metres of a roadway if there is no curb and no shoulder;
  - iv. 0.5 metres of a sidewalk;
  - v. 5.0 metres of a driveway other than the farm driveway, measured from the nearest edge of the driveway; or
  - vi. 15.0 metres of an intersecting road, measured from the nearest edge of the shoulder or the roadway if there is no shoulder.

2. Add the following Part VI – Farm Accessory Signs to By-law 10-030:

No person shall place or permit to be placed on a Regional road any farm accessory sign except for a farm accessory sign that:

- a. has dimensions that are not more than 2.0 metres in sign width (side to side) and not more than 1.0 metre in sign length (top to bottom);
- b. is a moveable or wire-mounted sign;
- c. has no part of the sign within
  - i. 0.5 metres of a roadway if there is a curb and no shoulder
  - ii. 0.5 metres of a shoulder;
  - iii. 3.0 metres of a roadway if there is no curb and no shoulder;

- iv. 0.5 metres of a sidewalk;
- v. 5.0 metres of a driveway other than the farm driveway, measured from the nearest edge of the driveway; or
- vi. 15.0 metres of an intersecting road, measured from the nearest edge of the shoulder or the roadway if there is no shoulder;
- d. is placed within the perpendicular projection into the road of the side property lines of the premises of the farm being advertised, on the same side of the road as the farm, but only where the physical location of the building in which the farm resides is so close to the road so as to preclude the sign from being located off the road; and
- e. directs attention only to the activities, products, services or facilities produced, manufactured or provided by the business or enterprise at that same location.

as outlined in Report TSD-TRP-25-017 dated November 4, 2025.

- 3. That the Regional Municipality of Waterloo take the following action regarding the Region's proposed extension of Rapid Transit to Cambridge, as outlined in report TSD-RTS-25-003, dated November 4, 2025:
  - a. Endorse a full-length extension from Fairway Station in Kitchener to Downtown Cambridge as the preferred route length;
  - b. Endorse Light Rail Transit (LRT) as the preferred vehicle technology; and
  - c. Direct staff to pursue full funding from the Provincial and Federal governments for project development and implementation.

11.2.2 Administration and Finance Committee Summary - November 4, 2025

**Recommended Motion:**

The Administration and Finance Committee recommends as follows:

1. That the Regional Municipality of Waterloo take the following action with respect to the Q3 Plan and Financial Update as set out in report COR-CFN-25-018 dated November 4, 2025:
  - a. Receive the Q3 Update for information that shows implementation and financial progress towards delivery on the Region's Annual Business Plan, in support of achieving the vision set out by Council in the Strategic Plan 2023-2027; and
  - b. Amend the 2025 Capital Budget as set out in Appendix D.

11.2.3 Community and Health Services Summary - November 4, 2025

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**Recommended Motion:**

The Community and Health Services Committee recommends as follows:

1. That the Regional Municipality of Waterloo approve the acquisition of a new artwork for the Langs Drive Housing Redevelopment, as outlined in report PDL-CUL-25-027, dated November 4, 2025.
2. That the Regional Municipality of Waterloo consider maintaining the current level of funding of \$236,390 for A Better Tent City (ABTC) on an annual basis, and refer that decision to the 2026 Annual Plan & Budget process, as outlined in report CSD-HOU-25-010, dated November 4, 2025.
3. That the Regional Municipality of Waterloo direct the Commissioner of Community Services and Commissioner of Corporate Services to report to the Community and Health Services Committee by the end of Q1 2026 to:
  1. Identify and bring forward all viable funding and financing opportunities, including but not limited to re-prioritizing other regional projects to achieve long-term debt sustainability principles, to advance construction of Mooregate within one year, as identified in CSD-HOU-25-011; and
  2. Provide an update to report CSD-HOU-24-021, dated December 3, 2024, where Council directed staff to explore affordable housing development partnership opportunities with the non-profit and

private sectors that create enhanced or additional long-term affordable housing units, are beneficial for existing tenants, or produce cost-sharing outcomes, as well as to present a plan to advance site and development readiness in the interim prior to construction.

\*11.2.4 Library Committee Summary - November 13, 2025

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**Recommended Motion:**

The Library Committee recommends as follows:

1. That the Library Committee take the following action with respect to the 2026 Region of Waterloo Library Budget (RWL) as set out in Report COR-CFN-25-016 dated October 14, 2025:
  - a. Approve the 2026 RWL Operating Budget with a net expenditure of \$3,763,168 and a net property tax levy of \$3,359,983: and
  - b. Approve the 2026 RWL Library Capital Budget and 2027-2035 Capital Forecast as appended: and
  - c. Refer the 2026 RWL Budget to the Region of Waterloo's Strategic Planning and Budget Committee for consideration.
  - d. Approve transfer of \$10,000 from capital project 20031 (Upgrade Lighting) to 20033 (Microfiche reader) to enable purchase of Microfiche reader in 2025.
2. That the Regional Municipality of Waterloo approve the drafted 2026 Library Business Plan, as set out in the Appendix A of report PDL-CUL-25-028 dated October 14, 2025.

\*11.2.5 Licensing and Hearings Committee Summary - November 13, 2025

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**Recommended Motion:**

The Licensing and Hearings Committee recommends as follows:

1. That the Regional Municipality of Waterloo:
  - a. Approve an amending By-law to Taxi By-law #16-044, as outlined in Appendix A;
  - b. Increase the per-trip accessible taxi incentive

from \$5.00 to \$10.00 between the hours of 11PM and 5AM, starting January 1st, 2026 as outlined in report PDL-CAS-25-016, dated November 13, 2025; and

- c. And that staff report back to the Committee with a proposed pilot project for implementing the overnight accessible van service.

### **11.3 Board of Health**

- 11.3.1 Board of Health Update  
For information.

### **11.4 Regional Chair**

- 11.4.1 Appointments to Boards and Committees

#### **Recommended Motion:**

That the Regional Municipality of Waterloo makes the following appointments for the remainder of the 2022-2026 term of Regional Council:

- a. Councillor Joe Gowing to the Grand River Conservation Authority Board.

And that the Regional Clerk be directed to take the necessary actions to implement these appointments.

## **12. Other Matters Under Committee Of The Whole**

### **12.1 PDL-LEG-25-039, New Franchise Agreement with Enbridge Gas Inc.**

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#### **Recommended Motion:**

That the Regional Municipality of Waterloo authorize Regional staff to negotiate with Enbridge Gas Inc. the following changes to the draft 2000 Model Franchise Agreement (MFA) between the Region of Waterloo and Enbridge Gas Inc.:

- Expand the definition of “highway” to ensure that all parts of the right of way are captured;
- Include a requirement for Regional staff to be provided with as-built CAD drawings in UTM NAD83 Zone 17 co-ordinate system in s. 6 of the MFA;
- Add clarification regarding the use of the words “remove”, “relocate”, and “decommission” in such sections s. 12 and 15 of the MFA;
- Add clarification regarding the interaction between s. 12 and 15 regarding cost sharing responsibilities;
- Allow the Region of Waterloo to charge for-profit entities such

as Enbridge fees for use of public property if Ontario Regulation 584/06 under the *Municipal Act, 2001* is amended to allow for such charging of fees;

- Add clarification that “project engineering and project administrative costs” listed in s. 12(c)(v) are limited to actual cost incurred;
- Change the date in s.18 for when a request for infrastructure owned by Enbridge needs to be removed/replaced triggers Enbridge being 100% responsible for all such costs; and
- Any other changes deemed reasonably necessary by the Regional Solicitor.

And that the Regional Municipality of Waterloo authorize Region staff to participate and make submissions in regard to an Ontario Energy Board generic hearing regarding the Model Franchise Agreement which will likely be commenced by the OEB in 2026;

And that the Regional Municipality of Waterloo express its support for an Amendment to Section 9 of Regulation 584/06 under the *Municipal Act, 2001* and an update to the Model Franchise Agreement to enable Ontario municipalities to keep pace with leading practices in other Canadian jurisdictions and charge private utilities for fair compensation for use of the municipal right of way.

And that this resolution be forwarded to the Minister of Municipal Affairs and Housing, Rob Flack, Minister of Energy and Electrification, Stephen Lecce, all Waterloo Region municipalities, the Association of Municipalities of Ontario, and its member municipalities.

All as further described in Report PDL-LEG-25-039 dated November 19, 2025.

**13. Motion for Committee of the Whole to Rise and Council Resume**

**Recommended Motion:**

That Committee of the Whole rise and Council resume.

**14. Motion To Adopt Proceedings of Committee of the Whole**

**Recommended Motion:**

That Council adopt the proceedings of Committee of the Whole.

**15. Motions where notice has been provided**

**15.1 Notice of Motion - Councillor J. Gowing**

**Recommended Motion:**

Whereas the Region of Waterloo owns and operates a portfolio of corporate and administrative facilities that support governance, management, and centralized service delivery; and

Whereas the Covid 19 Pandemic and Public Health rules mandated all people who can work from home to work from home;

Whereas effective planning and asset management of these corporate facilities are essential to ensure they are used efficiently, maintained sustainably, and aligned with organizational and workforce needs; and

Whereas a focused assessment of corporate facilities—considering current usage, capacity, lifecycle costs, and long-term renewal requirements—will enable evidence-based decision-making and fiscal responsibility;

Whereas Facilities work pivoted from long term strategic planning to provide safe work spaces and piloting different ways of work, including ending leasing for space no longer required as the Region has a 2 day in the office policy;

Whereas Regional management staff are now expected to return to the office on Dec 1, 3 days per week;

Therefore be it resolved that Regional Council direct staff to develop a Corporate Facilities Strategic Plan, providing:

- a. An inventory and analysis of existing corporate and administrative facilities;
- b. Assessment of current usage, capacity, and functional suitability;
- c. Evaluation of operating, maintenance, and lifecycle costs; and
- d. Identification of anticipated capital renewal or improvement needs over the next 5–10 years;

And be it further resolved that staff include the costs of a Corporate Facilities Strategic Plan in the 2026 operating budget and 10 year capital plan budget deliberations for Council consideration;

And be it further resolved that staff report back to Council with findings and recommendations, including opportunities for optimization, co-location, or consolidation to support efficient service delivery and fiscal stewardship;

And be it further resolved that staff be directed to commence in 2026 the development of a Facilities Business Plan that consolidates the existing departmental facility needs currently identified across the organization, and provides the analysis of analyzes these requirements to provide information to Council on the identified potential overlaps, determine potential overlaps, shared business uses, and opportunities for cross-

departmental collaboration and co-location already planned;

And be it further resolved that the completed Facilities Business Plan be brought forward to Council for consideration upon completion, outlining actionable recommendations for improved coordination and efficiency in the Region's facility planning and operations.

**15.2 Notice of Motion - Councillor J. Gowing**

**Recommended Motion:**

Whereas the Region of Waterloo is proceeding with the December 1, 2025 return to office (three days per week) for the Management and Management Support (M/MS) employee group; and

Whereas decisions regarding workspace design, allocation, or facility use have long-term implications for operations, finances, and service delivery; and

Whereas Council has directed staff to prepare a Corporate Facilities Strategic Plan to assess current usage, capacity, operating and maintenance costs, and projected corporate facility needs over the next 5–10 years;

Therefore be it resolved that Regional Council pause all further return-to-office planning or implementation activities beyond the December 1, 2025 M/MS return, including any additional staff group returns or related facility renovations, relocations, or workspace redesign activities, until the Corporate Facilities Strategic Plan has been completed and considered by Council;

And be it further resolved that staff report back to Council on the anticipated implications of this pause, including potential timelines, interim measures, and communication to affected departments and staff.

**16. Notice of Motion**

Motions listed will be considered at a future meeting or if notice is waived.

**17. Unfinished Business**

**18. Other Business**

**19. Questions**

**20. Motion to go into Closed Session - November 21, 2025**

re: Special Council meeting being held on November 21, 2025.

**Recommended Motion:**

That a closed meeting of the Council be held on November 21, 2025 at 1:00 p.m., in the Waterloo County Room, in accordance with Section 239 of the "Municipal Act, 2001", for the purposes of considering the following subject

matters:

1. Advice that is subject to solicitor-client privilege, including communications necessary for that purpose, related to ongoing litigation regarding the 100 Victoria Street encampment.

## **21. Enactment of By-laws – First, Second & Third Readings**

### **Recommended Motion:**

That the following by-laws be approved.

#### **21.1 By-law 25-058**

##### **Recommended Motion:**

That a By-law to Amend By-law 16-023, as amended, being a By-law to Regulate Traffic and Parking on Highways Under the Jurisdiction of the Regional Municipality of Waterloo (Loading Zones, Pedestrian Crossover, Through Highways, Intersection Stop Signs, Lane Designation, Rates of Speed, Reserved Lanes), be read a first, second and third time, finally passed and numbered 25-058, be signed by the Regional Chair and Regional Clerk and sealed with the Regional Seal.

#### **21.2 By-law 25-059**

##### **Recommended Motion:**

That a By-law to Amend By-law 16-023, as amended, being a By-Law to Regulate Load Restrictions for Vehicles on Highways Under the Jurisdiction of the Regional Municipality of Waterloo, be read a first, second and third time, finally passed and numbered 25-059, be signed by the Regional Chair and Regional Clerk and sealed with the Regional Seal.

#### **21.3 By-law 25-060**

##### **Recommended Motion:**

That a By-law to Amend By-law 10-030, A By-law Respecting Signs on Regional Roads, As Amended, be read a first, second and third time, finally passed and numbered 25-060, be signed by the Regional Chair and Regional Clerk and sealed with the Regional Seal.

#### **21.4 By-law 25-061**

##### **Recommended Motion:**

That a By-law to Confirm the Proceedings of the Council of the Regional Municipality of Waterloo at this Meeting Held on November 19, 2025 be read a first, second and third time, finally passed and numbered 25-061, be signed by the Regional Chair and Regional Clerk and sealed with the Regional Seal.

## **22. Adjourn**

### **Recommended Motion:**

That the meeting adjourn at x:xx x.m.

# Enbridge Gas Ontario and the Regional Municipality of Waterloo

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# Enbridge Gas and the Region of Waterloo

- Enbridge Gas has served Ontario for over 175 years.
- We provide safe, reliable natural gas to nearly 4 million customers—about 75% of Ontario homes.
- In the Region of Waterloo, we’ve been operating since 1886 and currently serve over 105,000 customers.

## The Role of Natural Gas in Ontario

- It supports Ontario’s energy needs by providing reliable, scalable power—especially during peak demand and while nuclear plants are refurbished.
- The province’s energy plan confirms natural gas is essential for affordability, reliability, and economic growth.



# Community Investment and Local Impact

- Enbridge Gas supports local fire departments through Project Zero and Project Assist.
- We've contributed to regional initiatives like Canada's Innovation Corridor Summit, Caribana Ignite, and local non-profits.
- In 2024, we paid \$146.9M in property taxes across Ontario, including close to \$4.2M in property taxes to the Region's seven lower-tier municipalities, with the Region's portion being \$1.6M.

# Franchise Agreement Renewal

- The Franchise Agreement between the Regional Municipality of Waterloo and Enbridge Gas is scheduled for renewal on May 24, 2026. The current Model Franchise Agreement has been in place since January 2000. It was developed collaboratively by the Ontario Energy Board (OEB), the Association of Municipalities of Ontario (AMO), and gas distribution utilities operating at the time. The agreement provides a consistent regulatory framework across the province and outlines terms the OEB considers reasonable under the Municipal Franchises Act.
- Under the agreement, operational costs such as permits or other reasonable municipal fees (as permitted under the Municipal Act) are recoverable from Enbridge Gas customers, as consistently upheld by the OEB.
- The OEB has regularly denied municipal proposals to amend the Model Franchise Agreement, favoring consistency to support regulatory efficiency. It is our understanding that the OEB is considering a narrowly scoped, generic review of the Model Franchise Agreement in 2026. The OEB will determine how any resulting changes will be applied to active agreements across the province.
- Signing the Franchise Agreement does not obligate customers to continue using natural gas. Enbridge Gas offers incentives to eligible homeowners and businesses to help reduce natural gas consumption.
- Among the 344 franchise agreements Enbridge Gas holds across Ontario, only one includes additional language beyond the standard Model Franchise Agreement, specifically related to a restricted service area.

# Decommissioned Pipe

- **As per Section 12(a) – Pipeline Relocation in the Model Franchise Agreement:**

If in the course of constructing, reconstructing, changing, altering or improving any highway or any municipal works, the municipality 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.

- **As per Section 12(d) – Pipeline Relocation in the Model Franchise Agreement:**

The total relocation costs as calculated above shall be paid 35% by the municipality 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 municipality has not approved its location, in which case the Gas Company shall pay 100% of the relocation costs.

# Decommissioned Pipe

- **As per Section 15(b) – Disposition of Gas System in the Model Franchise Agreement:**

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.

# Decommissioned Pipe Abandonment

- The default for Enbridge Gas in Waterloo Region and elsewhere in Ontario is to abandon any decommissioned parts of its gas system in place unless there are operational reasons to remove those decommissioned parts. This is consistent with the Canadian Standards Association Z662-19 standard for the abandonment of gas distribution lines and has been a practice accepted by the OEB as being in the public interest.
- It is the responsibility of Enbridge Gas to ensure its costs are prudently incurred and abandoning its decommissioned gas system in place is typically the safest and most cost-efficient method of operation, as noted in the OEB's report which approved the current Model Franchise Agreement.
- In its November 2020 decision in the proceeding reviewing Enbridge Gas' Windsor Line Replacement project, the OEB addressed decommissioned pipe abandonment issues. In that proceeding, Enbridge Gas was seeking, amongst other things, an OEB order to abandon its existing NPS 10-inch pipeline in place. The County of Essex argued that Enbridge Gas should be required to remove the decommissioned pipeline from the right-of-way rather than permitting it to be abandoned in place. Enbridge Gas estimated \$5.9 million in additional costs for removal of the decommissioned pipeline which would have been added to the costs recovered from ratepayers throughout Ontario. The OEB agreed in that proceeding and in other similar situations that abandoning the decommissioned pipe in place was the prudent approach.

# Q&A

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Thank you

# CUPE 1883 HYBRID WORK

Supporting a Sustainable and Equitable Hybrid  
Work Model at the Region of Waterloo



PRESENTED BY  
**Jeremy Turner,**  
Member Engagement Officer,  
CUPE 1883

November 19, 2025

# Introduction

Who we are: CUPE Local 1883, representing over 900 Region of Waterloo inside workers.

Purpose of presentation:

- Outline how thoughtful, consistent hybrid policies support the Region's strategic goals.
- Share member feedback on research on hybrid work.

Why now:

- Region announced a shift to three in-office days per week for management and management support staff starting December 2025.
- We conducted a survey to understand how a similar change would affect our members.



# Background and Context

- Hybrid work has been in place since the pandemic and has proven successful across departments.
- Current hybrid norm among CUPE 1883 members: about two days per week in-office.
- Region-wide goals service excellence, sustainability, and employee well-being align with maintaining flexibility in hybrid work.



# Benchmarking Hybrid Work Trends

- Hybrid work continues to be a **dominant and stable feature** of Canada's labour market.
- **28% of new job postings** in Canada are for hybrid roles (Q2 2025).
- **Toronto:** 31.7% of job applications target hybrid positions driven by long commute times and high office costs.
- **Montreal:** 31.1% of job seekers prefer hybrid work; major employers like Bell Canada maintain hybrid policies.
- **Calgary:** 29% of new jobs are hybrid; Enbridge and TC Energy continue flexible work models.
- **Ottawa–Gatineau:** 35% of employees work remotely or hybrid, reflecting strong public-sector adaptation.



# Financial Implications

- The Region's 2023–2027 Strategic Plan (“**Growing with Care**”) emphasizes *working smarter and saving money*.
- Since 2019, the Region has achieved **\$40.5 million in operating budget savings** through efficiency initiatives.
- Downsizing office space by **41,774 square feet**, saves **\$1.2 million annually** in tax dollars.
- Defers about **\$100+ million tax dollars** in costs over 20 years and aligns with our climate goals to be more energy efficient and reduce our carbon footprint
- Hybrid work has been a key driver of these savings by:
  - Reducing facility maintenance, utilities, and emissions.
  - Lowering commuting-related costs and environmental impact.
  - Supporting employee retention, reducing turnover and training expenses.
  - Increasing mandatory in-office days risks reversing these gains, leading to higher facility and operational costs.



# Region of Waterloo Climate Action Plan and Hybrid Work

## **Reduces Transportation Emissions**

- 40 km average commute avoided on hybrid days
- Fewer car trips = lower CO<sub>2</sub> emissions

## **Optimizes Building Energy Use**

- Fewer people onsite reduces heating, cooling, and electricity
- Supports facility energy efficiency goals

## **Supports Sustainable Operations**

- Efficient space use prevents costly expansion
- Savings can be redirected to climate initiatives

## **Builds Resilience**

- Hybrid model strengthens continuity during disruptions
- Lowers environmental impact while maintaining service quality

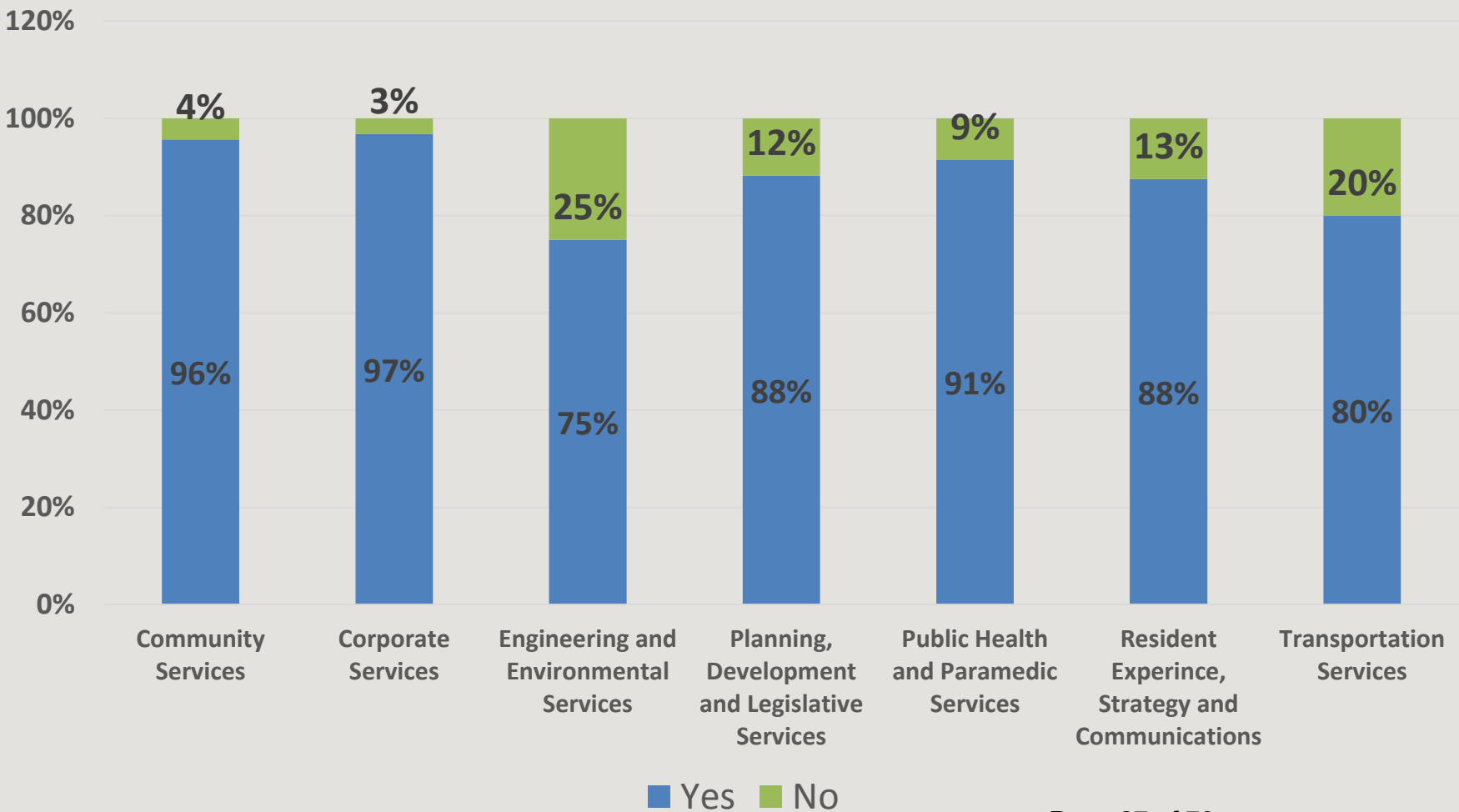


# Member Survey Overview

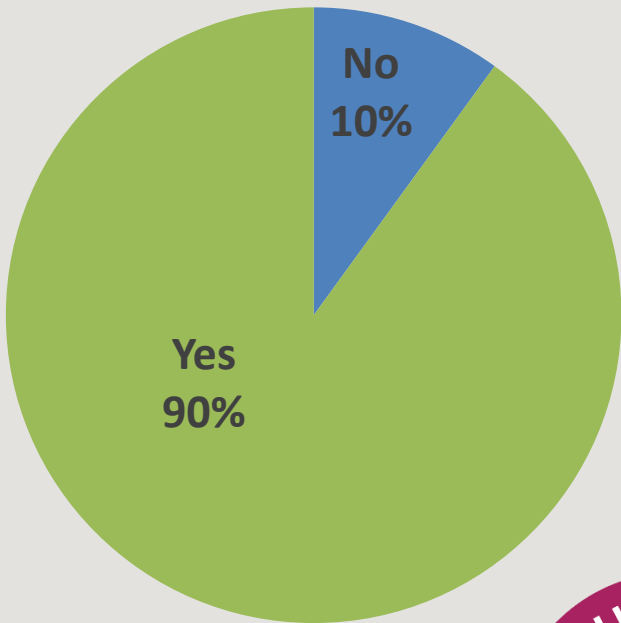
Purpose: Assess the impact of increasing in-office days.

- 439 responses across all departments.
- 42% from Community Services, ensuring broad representation.
- 90% (394 members) currently in hybrid arrangements.
- Average: 2 in-office days per week.

HYBRID WORK ARRANGEMENTS BY DEPARTMENT



MEMBERS WITH HYBRID WORK ARRANGEMENTS



# Key Findings: Productivity

52% of respondents (175 members) said productivity would decrease with more in-office days.

Top reasons:

- Fewer distractions at home (noise, temperature, interruptions).
- Confidentiality concerns in open offices.
- 40% lack assigned desks/workstations.
- Proximity to home allows for better time management.
- Many have completed major projects entirely remotely.



# Key Findings: Health, Safety, and Equity

Members noted concerns about:

- Office space ergonomics and air quality.
- Spread of seasonal illness and limited private meeting areas.
- Uneven application of hybrid policies across departments leading to inequity.

Hybrid flexibility supports inclusion and accessibility for employees with health, caregiving, or transportation challenges.



# Key Findings: Work-Life Balance and Commute Impacts

## Workday & Commute Impacts

- 49% (164 members) say more in-office days would extend their workday into unpaid time.
- Increased fuel, parking, and vehicle wear.
- Less time for family, community, and wellness.

## Environmental Impacts

- 900 members commuting 40 km/day = 36,000 km/day of travel more than 2,100 tonnes of extra emissions.
- Increased commuting contradicts the Region's commitments to reduce emissions and operate more efficiently.



# Organizational Benefits of Hybrid Work

Maintaining flexibility supports:

- Employee retention and recruitment.
- High-quality service delivery.
- Organizational resilience and business continuity.
- Environmental sustainability through reduced commuting emissions.
- Leadership alignment with modern, inclusive workplace standards.
- Cost savings to the taxpayer.



# Recommendations



1. That Regional Council endorse maintaining hybrid flexibility for all applicable region employees.
2. That staff and union representatives be involved in any hybrid policy revisions.
3. That decisions be guided by evidence, including this survey data.



# Thank You!



# CUPE 1883 Hybrid Work Report

**Prepared by:** Jeremy Turner, Member Engagement Officer and Hybrid Work Task Force of CUPE Local 1883.

**Date:** November 16, 2025



## 1. Introduction

CUPE Local 1883 represents over 900 inside workers at the Region of Waterloo. Our members deliver essential public services that the community relies on every day, including water management, public health, transit, children's services, finance, and waste management. This report is intended to provide Regional Council with the results of CUPE 1883's survey of hybrid work practices, to highlight the benefits of maintaining flexible work arrangements, and to provide evidence-based recommendations for policy decisions. The Region recently announced that management and management support staff will be required to work three days per week in-office starting December 1, 2025. In response, CUPE 1883 conducted a survey to assess how increasing in-office days might affect productivity, equity, service delivery, and employee well-being.

## 2. Background and Context

Hybrid work has been implemented across the Region since the pandemic and has been shown to support operational efficiency, employee satisfaction, and service delivery. Among CUPE 1883 members, the current hybrid norm is approximately two in-office days per week. This approach aligns with the Region's strategic goals, including service excellence, sustainability, employee well-being, and cost efficiency. Across Canadian municipalities, hybrid work has become an accepted and effective practice. For example, the City of Ottawa passed a council motion in 2024 maintaining existing hybrid policies for staff and managers. In Toronto, flexible work arrangements are integrated into HR policies for many corporate services roles. Vancouver supports hybrid work in administrative and IT departments to enhance productivity and retention. In Calgary, certain departments maintain hybrid schedules despite broader return-to-office efforts. Additionally, the OPSEU-Trent University collective agreement formalizes hybrid work arrangements, demonstrating that negotiated hybrid policies are feasible and effective in Ontario.

## 3. Benchmarking Hybrid Work Trends

Hybrid work remains a dominant feature of Canada's labour market. Over 28% of new job postings in 2025 were for hybrid roles. Toronto, Montreal, and Calgary lead adoption among large cities, with 31.7%, 31.1%, and 29% of new job postings, respectively, targeting hybrid positions. Ottawa and Gatineau demonstrate high remote work adoption, with 35% of employees working fully from home, reflecting strong public sector uptake.

#### **4. Financial Implications of Increased In-Office Days**

Maintaining hybrid flexibility has been a key contributor to the Region of Waterloo's fiscal efficiency and operational effectiveness. By reducing in-office requirements, the Region has optimized the use of office space, leading to measurable cost savings and deferred capital expenditures. The 2025 Asset Management Plan reports a reduction of 41,774 square feet of office space, which translates to approximately \$1.2 million in annual tax savings. Additionally, the Corporate Accommodation Master Plan confirms that office space optimization defers further capital and operating costs, aligns with the Region's Strategic Plan 2023–2027 goal of "Working smarter, saving money," and reduces environmental impacts such as facility energy use and emissions.

Overall, these hybrid practices have enabled substantial cost avoidance, deferring roughly \$100 million in capital expenditures over 20 years. Increasing mandatory in-office days could reverse these gains by raising operating costs, reducing space utilization efficiency, and limiting the Region's flexibility to respond to growth and evolving service delivery needs. Hybrid work not only supports financial efficiency but also aligns with broader sustainability and operational objectives.

#### **5. Hybrid Work & the Region's Climate Action Plan**

The Region's **Corporate Climate Action Plan** sets ambitious goals to reduce greenhouse gas emissions, optimize energy use in facilities, and support sustainable transportation. Hybrid work directly contributes to achieving these objectives in several key ways:

##### **Reducing Transportation Emissions**

- With an average 40 km round-trip commute for CUPE 1883 members, each additional in-office day generates substantial CO<sub>2</sub> emissions.
- Hybrid work decreases daily commuting, directly supporting the Region's emission reduction targets.

##### **Optimizing Building Energy Use**

- Fewer staff in offices reduces heating, cooling, lighting, and electricity demand. This aligns with the Plan's focus on energy efficiency and lowering facility-related carbon emissions.

##### **Supporting Sustainable Operations and Cost Efficiency**

- Hybrid work enables more efficient use of office space, reducing the need for expansion and lowering long-term operating costs. Savings from optimized space can be reinvested in other climate initiatives.

##### **Promoting Resilience and Future-Proofing**

- Integrating hybrid work as a standard practice strengthens operational resilience while helping meet sustainability targets. Employees can work effectively while minimizing environmental impact.

## **6. Member Survey Overview**

### **6.1 Participants:**

439 CUPE 1883 employees responded to the survey, representing all departments of the Region. The majority (184 respondents, 42%) were from the Community Services Department.

### **6.2 Current Hybrid Work Arrangement:**

394 members (90%) currently have a hybrid arrangement and are working an average of 2 days in office.

### **6.3 Impacts of increasing in-office days**

The survey asked participants to describe how increasing the number of in-office workdays would affect them. Among participants who have a hybrid work arrangement, 336 participants provided a valid comment. Key concerns regarding returning to office include productivity at work, extended workdays, health and safety, as well as recruitment and retention.

### **6.4 Productivity:**

175 staff (52%) noted that their day-to-day productivity would decrease with additional days in office, making it members' most cited concern about returning to the office. Members found that there were fewer distractions at home (for example: sound, light, and temperature fluctuations) compared to the office, which allowed them to focus more readily on their work. Members also found that maintaining client privacy during virtual meetings and phone calls is more difficult in the office where others can overhear sensitive information when compared to the privacy of working from home. Staff noted that virtual meetings taken from the office do not provide additional benefit compared to those taken from home, and actually create additional distractions for other workers who share office space with them. Moreover, of those with a hybrid work arrangement, 153 members (40%) do not have an assigned workstation/desk and are concerned about availability of office space. Members felt they have successfully maintained or even enhanced their productivity by working at home and cited major projects they have been able to complete entirely remotely.

Staff noted that they seek medical services in locations near their homes, not near the office where they work. They are concerned about lost productivity caused by taking time off to attend these appointments whereas under the current hybrid model, it is possible to incorporate them into their breaks during the day (for example: during lunch hours) due to shorter commutes from home. Members are concerned that increased office days would disrupt work for those who need to take time off to attend medical services and disproportionately affect staff who require ongoing care.

### **6.5 Extending workdays into unpaid time:**

164 staff (49%) noted that a return to office would extend their workdays and take up more of their valuable unpaid time due to commutes to and from work. On average, members are travelling 40 km each day they are required to be in office. If required to be in office 5 days per week, each employee will travel an average 199 km each week. Members indicated that their commutes cut into unpaid time in the mornings and evenings, and leaves them with less flexibility during their lunch hours, which decreases available time to spend on family, friends, recreation, and volunteering during off hours.

#### **6.6 Health and safety:**

155 staff (46%) noted that a return to office would present health and safety concerns. Through hybrid work, staff are independently able to accommodate injuries, disabilities, and other chronic conditions as well as decrease the risk of commuting to work in dangerous weather. In many cases, staff have invested significantly in setting up their ergonomic offices at home that are tailored to their individual needs and are concerned that these needs will not be accommodated by the Region to the same extent.

Members have also noted that a return to office will affect their wellbeing because it will increase their susceptibility to circulating illnesses and decrease their mental health while increasing their overall stress levels.

#### **6.7 Recruitment and Retention:**

34 members (10%) reported concerns with recruitment and retention at the Region if the number of in-office days was increased. Some members cited hybrid work as a key reason for choosing to work at the Region over other employment opportunities. Other members indicated that they would consider leaving the Region to find positions where hybrid work remains available or which are located closer to where they live.

#### **6.8 Impact statements**

Part of the survey was asking our members how changing hybrid work would directly affect them, see appendix A for some of the responses.

### **7. The Case for Maintaining a Balanced Hybrid Model**

Hybrid work provides tangible benefits to employees and the Region. It supports employee well-being, improves retention, ensures continuity in client service, reduces environmental impact, and optimizes office space. Maintaining flexible hybrid arrangements is aligned with municipal best practices and supports the Region's strategic priorities for efficiency, sustainability, and high-quality service delivery.

### **8. Recommendations**

CUPE Local 1883 respectfully asks that Regional Council:

1. That Regional Council endorse maintaining hybrid flexibility for all applicable region employees.
2. That staff and union representatives be involved in any hybrid policy revisions.
3. That decisions be guided by evidence, including this survey data.

## Appendix A. CUPE 1883 Member Impact Statements

1. Having flexibility where I work helps me manage my time more effectively, reduce stress, and maintain a better work-life balance. Without that flexibility, I see increased commuting time, fatigue, and difficulty managing responsibilities. That could affect both my mental well-being and productivity.
2. I commute about 40 minutes each way. Working from home has allowed daycare options to work for my young daughter as I can drop off/pick up within needed hours and my partner has made his work arrangements for the other 2 days. Hybrid has improved my mental health as I feel I have more time to spend with my family. I can be more productive with the hours in my day and it frees up more of my mental capacity for work and home life. Having flexibility means I can attend appointments without taking full or half days off. I truthfully feel there would be a decline in my mental health and ability to manage work and home life.
3. Our current "open office" situation makes it very difficult to concentrate so I will be much less efficient if I have to work in the office more often. More stress, less flexibility, difficulty concentrating in the office environment means lower quality of life.
4. Negatively - I will have to quit and find a job closer to where I live (Mississauga). Which means I would lose my full-time permanent position and health benefits which are so crucial right now given my physical and mental health. It would completely turn my life upside down. I'm able to attend my medical appointment given the hybrid schedule or else I'd spend 5 days a week, driving 2.5 hrs each day, and by the time I get home I'm too tired to do anything.
5. I suffer from two autoimmune diseases that pose both separate and overlapping symptoms. I tire easily, and at the end of a day in office, I'm too exhausted to be very productive in my personal life. If I need to do that 5 days a week, I'm not sure how long I'd last both physically and mentally. From there, it's a snowball effect to other aspects of your life; relationships, self-care, and in some cases, new and/or worsening health issues.
6. Working from home has improved my quality of life and quality of work. I'm not sure how I will go into the office more than 1 day. Increased stress, loss of work life balance and a decline in motivation if hybrid ends.
7. I would look for a new job. With my particular role, I find I can focus in quiet at home easier than being in the office. I also use to get sick often and experience migraines that are no longer a problem for me. I am overall much healthier. In my role I am on site very often and I am still interacting with peers and business clients, but to complete my independent work at home is much more efficient.
8. I believe it will negatively impact both the physical and mental wellbeing of the majority of staff in a hybrid work arrangement. Especially because there would be a requirement for folks to move office locations in order to accommodate full staffing 5

days per week. I believe it will lead to higher sick leave, absences, turnover and burnout.

9. Huge negative impact. More stress, more sick days, less work satisfaction and less work/life balance. Will also greatly impact employer relationship. If they take it away they are clearly telling us they don't care about our mental health or happiness in the work place.
10. Very negatively, I am a single parent, an immigrant, no family or any support here. It would be extremely difficult to do manage dropping off my children to school. I would have to choose between work and family
11. It will have a very negative impact for me personally. As I get older, the ability to work from home is essential for health both physically and mentally. Work/life balance is incredibly important to be a better person in both aspects of life. Hybrid helps to maintain energy and keeps my morale up to be able to do the best job I can every single day without burnout.
12. It will have a huge impact on my quality of life and mental health. It would add close to 2 hours of commuting time/day and take away from my family time and responsibilities.
13. I will have to discontinue my employment with the ROW. I'd rather retire early than return full time to the office when it's clearly not necessary. Our division has been flourishing with the hybrid WFH schedule.
14. It would have a very negative impact. I live a 45 to 50 minute drive from work and if I had to make that commute every day I would have to find another job because it isn't feasible with fuel expenses/vehicle wear and tear etc. Also, in the winter road conditions can be dangerous, and this past winter was especially bad. With hybrid work we are able to work from home on days that commuting is dangerous and thus, safely work from home.
15. This will be a definite strain on me and my family. I am the sole caregiver for my adult daughter who has a severe chronic health condition. She has medical treatments at least weekly. My hybrid work arrangement allows me to take her to nearby treatments on my lunch/breaks or flexed hours. The nature of my work allows/necessitates flexing my hours at times to accommodate virtual meetings with community members. My office is the opposite direction from her medical practitioners so I would be forced to take time off work to take her to medical appointments due to the added travel time. She also needs assistance with some activities of daily living. Working at home allows me to be present for assistance when needed. Returning to the office full time may necessitate paying for some home care assistance. Being a caregiver is already a huge strain on me emotionally, physically and financially but adding in a return to the office full-time feels like it

would be a tipping point for my mental and physical health. I am already stretched to the max.

16. My needs as a disabled person, who also supports disabled children (mine) will become impossible. I will miss more days of work, my unpaid days will increase, my mental health and physical health will deteriorate. Being in the office environment is not sensory friendly and causes a lot of duress. Its loud, its busy, its bright and the scents are not controlled. You are easily accessible to colleagues who's interrupt to chat. These sensory needs are medical requirements for function, not just a preference.
17. I would have to find a job in the city I live in. I have 2 young children born during the pandemic. We have adapted our life the past 5 years around a hybrid model. We would have to spend over 800.00/month in before and after school in order to commute. There is also a wait list for care so it's not even guaranteed. My quality of life and my children's quality of life would be impacted. The additional daycare and gas would not be worth it. The hybrid model allows me to have an additional 2 hours a day with my young children.
18. This will greatly impact my mental health and well-being. Flexibility mitigates burnout and stress. My work life balance will suffer and make it harder to balance responsibilities. I live outside of the Region so it eliminates the commute to allow me spend more time with my partner and family.
19. Working from home has made me more productive, more energized, and far less sick, turns out pajamas are a medical marvel. And because we rely on Teams, I now see the faces of colleagues I used to know only as email signatures, many of whom I'd never have met in person since we work in different buildings. Less silos. When I close my home office door, I get focused, interruption-free work done, no chatty co-workers, no noise, just results. No hybrid? I'd leave. Plenty of other innovative businesses understand the benefits of remote and hybrid work. The 'old school' way of doing things is dated. It belongs in the cupboard with signing in ink and fax machines. More advancement, less regression. When has moving backwards ever worked?



Climate  
Action  
Partnership

# Fossil Fuel Subsidies Forced Upon Municipalities

Gaby Kalapos  
Executive Director



# Municipalities and Climate Change

Municipalities are exposed to significant costs resulting from climate change. Fossil fuels are the main cause of climate change.

- Protecting residents and public infrastructure from extreme weather.
- Eliminating emissions from corporate assets.
- Supporting community emissions reductions.
- These actions are necessary to meet federal, provincial, and municipal climate targets.



# Municipal Franchise Agreement

- Municipalities in Ontario are not allowed to charge Enbridge for use of the municipal right of way.
- Another example of favoritism for fossil fuel system in Ontario's energy system.
- Ex. Fossil fuel infrastructure provided at no cost to new developments, but electricity must follow the growth pays for growth principle.
- Low carbon utilities coming into the market who are also going to need ROW space (district systems).
- They should be treated the same way.

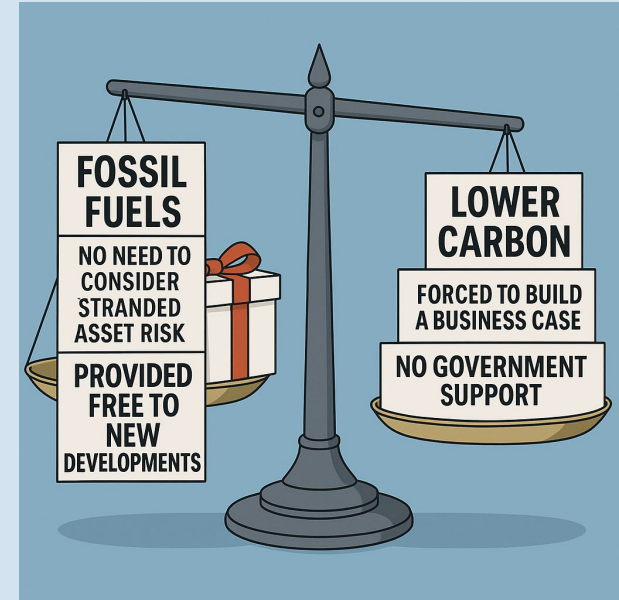


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# How Ontario Compares to Other Provinces

## British Columbia

- Municipalities can elect to charge an operating fee of their choice.
- Kelowna, Highlands, Nanaimo, and Nelson charge 3% of all gas revenues.

## Alberta

- Municipalities authorized to enter into franchise agreements with utilities in return for exclusive rights to provide a service within the municipality. The fees can be up to 35% of delivery revenues to compensate the City for direct costs, restrictions on planning and development due to utility rights of way, as well as inherent risks related to utility access.
- Edmonton charges 32.9% , which represents \$60M, or 5.3% of the City's annual operating revenues (\$61/capita).

## Saskatchewan

- All urban municipalities have authority to implement a 5% access fee to gas utilities in exchange for municipalities giving up the right to establish their own natural gas distribution systems.
- Regina earns \$5.6 million annually (\$24/capita).

## Manitoba

- Winnipeg has a Charter that authorizes them to implement sales taxes.
- 2.5% sales tax on natural gas for domestic purposes and 5% for other than domestic purposes = \$22M, (\$29/capita).

## Nova Scotia

- Halifax receives an access fee of 2% of the total natural gas revenues.



# Costs of Pipelines in the ROW

## Operations Pipeline Costs

- Additional costs to work around pipelines in ROW.
- Municipalities say it is hard to calculate those costs specifically for the fossil fuel pipelines.

## Abandoned Pipelines Removal Costs

- OEB acknowledged that pipelines will be facing a growing stranded asset risk.
- Enbridge can abandon their infrastructure in the municipal ROW.
- No need for municipal approval to abandon.

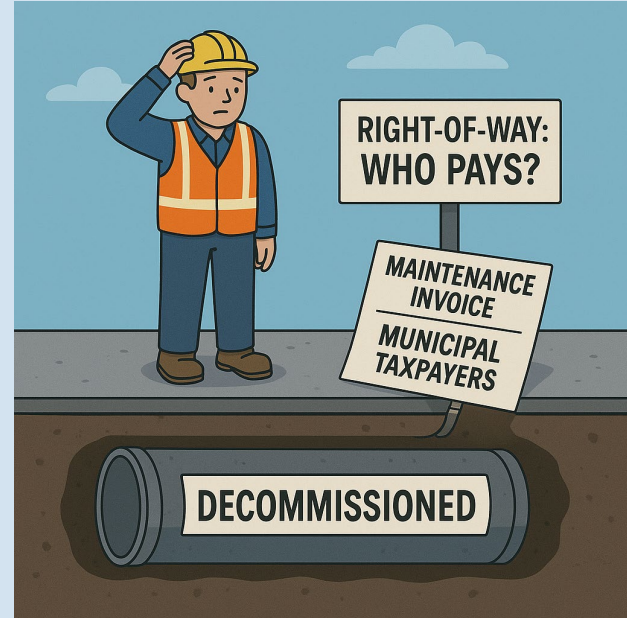


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# Affordability Implications

- Enbridge (Ontario) is guaranteed a regulated return on its fossil fuel infrastructure investments, creating a direct link between more infrastructure and profits.
- Enbridge (Canada) earns its profit through the sale of fossil fuels to Enbridge (Ontario).
- Enbridge is likely to add any new ROW charges to the rate base, as they are unlikely to allow these costs to negatively impact their profits.
- Revenues from ROW use could be used for actions that help Waterloo residents reduce emissions and lower their energy costs.
- Ultimately, this is about increasing fairness between fossil fuel and lower-carbon energy providers, while reducing stranded-asset risks in the rate base and protecting affordability for gas customers—where stranded-asset exposure ultimately resides.

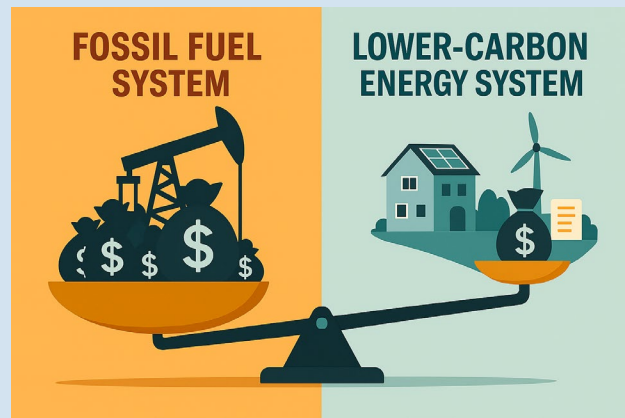


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# Recommendations

- Make improvements to level the playing field between fossil fuel and lower carbon options.
- Resolutions have been passed in Ottawa, Toronto, Guelph, London, and Kawartha Lakes.
- Do not approve the new Model Franchise Agreement to not lock in Waterloo Region.
- CAP supports the Region of Waterloo recommendation for Council to advocate to amend the Municipal Act and update the Model Franchise Agreement so Ontario municipalities can charge fair compensation from private utilities for use of the municipal right-of-way.
- The Municipality should also express its support for the update to the Model Franchise Agreement to remove the ability for private utilities to abandon infrastructure in the municipal right of way without approval from the municipality.





GREATER KITCHENER WATERLOO  
**CHAMBER OF COMMERCE**  
BUSINESS BUILDING COMMUNITY

**Re: Support for Natural Gas in the Regional Municipality of Waterloo – Upcoming Regional Council Municipal Franchise Agreement Decision**

Dear Chair Redman and Regional Council,

On behalf of the Greater Kitchener Waterloo Chamber of Commerce, we are writing to express our strong support for continued access to reliable, affordable natural gas in the Regional Municipality of Waterloo, and to encourage Council to renew its Municipal Franchise Agreement (MFA).

Natural gas is essential to the success of our members. It powers manufacturing facilities, commercial operations, housing developments, and community infrastructure. In a region where affordability, economic competitiveness, and reliable energy sources are top priorities, natural gas remains a critical energy source that supports business continuity and growth.

As Ontario's energy needs evolve, our members increasingly depend on infrastructure that is scalable, cost-effective, and integrated with broader planning. The province's Integrated Energy Plan reinforces the need for long-term certainty in our energy system to support housing, job creation, and economic development. Our members are ready to contribute to that growth, but they need energy systems that can keep pace.

Renewing the MFA is not a procedural formality, it's a strategic decision that protects energy choice, supports affordability, and ensures reliable service for businesses and residents alike. The MFA has provided a consistent, province-wide framework for over 25 years. It enables long-term planning and infrastructure coordination that benefits municipalities, utilities, and the business community. Our Chamber supports maintaining this framework to ensure predictability and fairness for all stakeholders.

We urge Council to consider the role of natural gas in supporting housing affordability, economic competitiveness, and energy security. The Greater Kitchener Waterloo Chamber of Commerce stands ready to support this conversation and reinforce the importance of maintaining energy choice for our community.

Sincerely,

Ian McLean  
President & CEO  
Greater Kitchener Waterloo Chamber of Commerce



November 16, 2025

Region of Waterloo Council  
150 Frederick St.  
Kitchener, ON

Dear Members of Council,

I am writing to express my full support for the motion to fully extend the LRT to Downtown Cambridge. I would like to share some reflections from my personal experience to explain why I support full LRT extension.

I own and live in a unit in a high-rise condo building that is one block away from an Ion station. The planning for my building started around 2016, which I assume places it among the earliest buildings to be built with the LRT in mind. My home exists because of the LRT's role in fostering development of tall, dense buildings near train stations.

Because of the proximity of the Ion, I do not need to own a car or a parking space in the building, which reduced the purchase price of my unit to the point that it was within my price range. Transit supports an affordable housing strategy by keeping transportation costs low, making Ion stations ideal locations for affordable housing.

Living in Uptown Waterloo, before the LRT I rarely visited the other cities in the Region. The fact that the LRT does not have to compete with traffic makes it reliable, fast, and easy — Downtown Kitchener is now part of my “15-minute city.” I’ve become a regular at several Kitchener businesses and event venues that, before the LRT, were “outside my bubble.” The ease of travel has strengthened my social connections and enabled new friendships with Kitchener residents.

I would love to visit Cambridge more frequently, but the current transit situation presents a barrier to frequent visits. It takes more than an hour for me to get to Galt, and the bus between Fairview and Ainslie is frequently packed. (I can only imagine what this must be like for daily commuters!) I look forward to the role that the next stage of the LRT will play in strengthening social cohesion across the Region.

Best regards,

Craig Sloss  
1407-181 King St. S  
Waterloo, ON N2J0E7

Region of Waterloo  
Corporate Services  
Treasury Services

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**To:** Regional Council

**Meeting Date:** November 19, 2025

**Report Title:** Increase to T2024-194 - Snow Removal and Disposal for Central, Heidelberg, And Philipsburg Patrol Areas

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**1. Recommendation**

That the Regional Municipality of Waterloo increase the contract with Creative Asphalt & Landscape Inc for T2024-194 - Snow Removal and Disposal for Central, Heidelberg, And Philipsburg Patrol Areas in the amount of \$260,000 for a total contract price of \$1,090,815.34 plus all applicable taxes

**2. Purpose / Issue:**

Purchasing by-law 22-034 Section 12 item 1a requires Council to approve the disbursement of additional funds in excess of the greater of \$250,000 or ten percent (10%) of the original contract price.

**3. Strategic Plan:**

This recommendation supports the Region’s Strategic Plan priority of Resilient and Future Ready Organization by ensuring snow removal services remain responsive to unpredictable winter conditions and continue to provide safe, reliable transportation for residents.

**4. Report Highlights:**

On December 24<sup>th</sup>, 2024, T2024-194 - Snow Removal and Disposal for Central, Heidelberg, And Philipsburg Patrol Areas was awarded to Creative Asphalt & Landscape Inc for a two (2) year period with an option to renew for three (3) additional one (1) year terms, for an estimated total cost of \$830,815.34 (annual estimated cost of \$415,407.67) plus all applicable taxes as approved per CPO report CPO-24-122.

An increase to the contract in the amount of \$260,000.00 is required for the 2025/2026 season for a total cost of \$1,090,815.34.

## 5. Background:

The work under this contract includes snow removal & disposal for Philipsburg Yard, Central Yard & Heidelberg Yard Areas. Snow is hauled to Region-approved disposal sites located in Ayr and Elmira. The contract was originally awarded on December 24, 2024, to Creative Asphalt & Landscape Inc. (T2024-194) for a two-year term, with the option to renew for three additional one-year periods, at an estimated total of \$830,815.34 plus taxes. The contract assumptions were based on removing snow once per winter season at identified locations. However, due to the unpredictability of winter weather, the Region retains discretion to determine which sites require removal and how often based on actual conditions.

The increase is required due to the heavier than average snowfall produced in the 2024/25 winter season, which resulted in several locations listed in the contract requiring multiple removals to maintain safe road conditions, sightline visibility, and resident access. The overall service area has expanded from 50.5 kilometres of boulevards in 2019 to 56.5 kilometres in the current contract, and the inclusion of more urbanized cross-sections, such as curb-and-gutter, sidewalks, and cycle lanes, has further limited available snow storage capacity. In addition, rising costs for labour, fuel, and insurance, as highlighted by the contractor at the time of award, continue to contribute to higher overall expenditures. This combination of factors caused the contract to exceed the original purchase order, and the additional funds are required to ensure adequate coverage for the current season.

## 6. Communication and Engagement with Area Municipalities and the Public

NA

## 7. Financial Implications:

|                             | Current Year | Future Year(s)        |
|-----------------------------|--------------|-----------------------|
| <b>Budget Impact?</b>       | Above        | Align with Draft 2026 |
| <b>Capital Plan Impact?</b> | NA           | NA                    |

### Region of Waterloo Transportation Operations Division Costs

|                                   |              |
|-----------------------------------|--------------|
| Increase to T2024-194             | \$260,000    |
| Plus: Applicable Net HST of 1.76% | <u>4,600</u> |

|  |        |                  |
|--|--------|------------------|
|  | -Total | <u>\$264,600</u> |
|--|--------|------------------|

Note: All figures are rounded to the nearest \$100.

The Region's approved 2025 Transportation Operating Budget for Other Purchased Services -Snow Lifting and Removal, Snow Clearing from Roadways and Snow Clearing from MUTs and Cycle Lanes is \$945,000. Transportation has recommended an increase in the Region's draft 2026 Transportation Operating Budget to accommodate this change bringing the budget to \$1,098,300. Final costs will be subject to the number of winter events that occur in the year.

#### **8. Conclusion / Next Steps:**

Subject to Council approval, the work of this increase will begin upon approval.

#### **9. Attachments:**

Nil

**Prepared By:** Alex Albrecht, Procurement Specialist

**Reviewed By:** Lisa Evans, Manager Procurement/Chief Purchasing Officer

**Approved By:** Wayne Steffler, Commissioner Corporate Services/Chief Financial Officer

**Region of Waterloo**

**Corporate Services**

**Treasury Services**

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**To:** Regional Council

**Meeting Date:** November 19, 2025

**Report Title:** T2025-157 Library Headquarters Roof Replacement

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**1. Recommendation**

That the Regional Municipality of Waterloo take the following action with respect to T2025-157 Library Headquarters Roof Replacement as set out in report COR-TRY-25-034 dated November 19, 2025.

- a) Accept the tender of Pollard Enterprises Ltd. for the T2025-157 Library Headquarters Roof Replacement in the amount of \$324,950.00 plus all applicable taxes.
- b) Increase the 2026 capital budget by \$95,000 to be funded by the Library Services Reserve \$65,000 and the Facilities Life Cycle Reserve \$30,000

**2. Purpose / Issue:**

Purchasing by-law 22-034 Section 9 item 3 requires Council approval for tenders in excess of \$150,000 but less than \$10,000,000 if the tender with the best overall cost that is compliant exceeds the budget for the acquisition of the goods and services and approval from Council to increase the budget is desired.

**3. Strategic Plan:**

Award of this contract meets the 2023-2027 Corporate Strategic Plan priorities, Equitable services and opportunities. Design equitable Regional services that meet local community needs: We will work to ensure people have access to the services they need when, where, and how they need them most.

**4. Report Highlights:**

Tenders were called for T2025-157 Library Headquarters Roof Replacement and were advertised on the Region's website. Eleven (11) bids were received.

Additional budget approval and funding is required to complete the work, per the financial implications section. Subject to Council approval, the work of this contract will begin April 20, 2026 with completion expected by May 29, 2026.

## 5. Background:

- The roof has surpassed its life expectancy, is categorized as being in poor condition, and is currently experiencing active leaks.
- Tenders were called for T2025-157 Library Headquarters Roof Replacement and were advertised on the Region's website. Eleven (11) bids were received.
- The following tenders were received:

|                                        |                  |              |
|----------------------------------------|------------------|--------------|
| Pollard Enterprises Ltd.               | Burlington, ON   | \$324,950.00 |
| Proteck Roofing & Sheet Metal Inc.     | Etobicoke, ON    | \$332,800.00 |
| Top-Line Roofing and Sheet Metal Inc.  | Mississauga, ON  | \$339,005.00 |
| George Roque Roofing Corp.             | Hamilton, ON     | \$340,000.00 |
| Applewood Roofing and Sheet Metal Ltd. | Toronto, ON      | \$357,450.00 |
| Nedlaw Roofing Ltd                     | Breslau, ON      | \$409,800.00 |
| Atlas-Apex Roofing Inc.                | Etobicoke, ON    | \$416,454.00 |
| Trio Roofing Systems Inc.              | Brampton, ON     | \$418,600.00 |
| T.P. Crawford Limited                  | Gloucester, ON   | \$439,300.00 |
| Maxim Roofing Limited                  | Mississauga, ON  | \$475,366.29 |
| Flynn Canada Ltd.                      | Stoney Creek, ON | \$490,000.00 |

- The final date of acceptance for this tender is December 17, 2025.
- As the cost of the work exceeds the budget available in the 2025 Capital Program, capital budget amendments are required (with funding from 2026).
- The work under this contract includes the removal and replacement the roof in its entirety – Existing roof is well past its service life, replacing will preserve the life of the building.

## 6. Communication and Engagement with Area Municipalities and the Public

N/A

## 7. Financial Implications:

The table below outlines the costs associated with the project. Additional budget approval and funding is required to complete the work.

|                                                 |                  |
|-------------------------------------------------|------------------|
| T2025-157 Library Headquarters Roof Replacement | \$325,000        |
| Regional Engineering                            | \$69,200         |
| Consulting                                      | <u>\$34,500</u>  |
| Sub-total                                       | \$428,700        |
| Plus: Applicable Net HST of 1.76%               | \$6,300          |
| Total                                           | <u>\$435,000</u> |

The Library approved 2025-2034 Capital Budget includes \$340,000 (\$285,000 – 2025, \$55,000 – 2026) for Library Renewal (project 70001). An additional \$95,000 has been requested in the draft 2026-2035 Library Capital Budget (total of \$435,000) to ensure adequate budget for this work which is funded from the Library Services Reserve (\$285,000), and Facilities Life Cycle Reserve (\$150,000).

#### **8. Conclusion / Next Steps:**

Subject to Council approval, the work of this contract will begin April 20, 2026, with completion expected by May 29, 2026.

#### **9. Attachments:**

N/A

**Prepared By:** Tuna Yaylaci, Procurement Specialist

**Reviewed By:** Lisa Evans, Manager Procurement/Chief Purchasing Officer

**Approved By:** Wayne Steffler, Commissioner Corporate Services/Chief Financial Officer

## **The Regional Municipality of Waterloo**

### **Sustainability, Infrastructure, and Development Committee**

#### **Summary of Recommendations to Council**

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The Sustainability, Infrastructure, and Development Committee recommends as follows:

1. That the Regional Municipality of Waterloo take the following actions to promote sustainable development and practices for Regional facilities, as outlined in report EES-FFM-25-003, dated November 4, 2025:

- a. update the minimum sustainable design and construction standard to Canada Green Building Council's (CaGBC) Zero Carbon Building-Design (ZCB-Design) Standard for new Regional facilities, replacing the existing LEEDTM Silver standard.

2. That the Regional Municipality of Waterloo revise By-law 10-030 titled "A By-law Respecting Signs on Regional Roads", to include the following revisions to Part VI - Farm Accessory Signs:

1. Remove the following Part VI – Farm Accessory Signs from By-law 10-030:

No person shall place or permit to be placed on a Regional road any farm accessory sign except for a farm accessory sign that:

- a. is a ground-mounted, moveable or wire-mounted sign; and
- b. has no part of the sign within:
  - i. 0.5 metres of a roadway if there is a curb and no shoulder;
  - ii. 0.5 metres of a shoulder;
  - iii. 3.0 metres of a roadway if there is no curb and no shoulder;
  - iv. 0.5 metres of a sidewalk;
  - v. 5.0 metres of a driveway other than the farm driveway, measured from the nearest edge of the driveway; or

- vi. 15.0 metres of an intersecting road, measured from the nearest edge of the shoulder or the roadway if there is no shoulder.

2. Add the following Part VI – Farm Accessory Signs to By-law 10-030:

No person shall place or permit to be placed on a Regional road any farm accessory sign except for a farm accessory sign that:

- a. has dimensions that are not more than 2.0 metres in sign width (side to side) and not more than 1.0 metre in sign length (top to bottom);
- b. is a moveable or wire-mounted sign;
- c. has no part of the sign within
  - i. 0.5 metres of a roadway if there is a curb and no shoulder
  - ii. 0.5 metres of a shoulder;
  - iii. 3.0 metres of a roadway if there is no curb and no shoulder;
  - iv. 0.5 metres of a sidewalk;
  - v. 5.0 metres of a driveway other than the farm driveway, measured from the nearest edge of the driveway; or
  - vi. 15.0 metres of an intersecting road, measured from the nearest edge of the shoulder or the roadway if there is no shoulder;
- d. is placed within the perpendicular projection into the road of the side property lines of the premises of the farm being advertised, on the same side of the road as the farm, but only where the physical location of the building in which the farm resides is so close to the road so as to preclude the sign from being located off the road; and
- e. directs attention only to the activities, products, services or facilities produced, manufactured or provided by the business or enterprise at that same location.

as outlined in Report TSD-TRP-25-017 dated November 4, 2025.

- 3. That the Regional Municipality of Waterloo take the following action regarding the Region's proposed extension of Rapid Transit to Cambridge, as outlined in report TSD-RTS-25-003, dated November 4, 2025:
  - a. Endorse a full-length extension from Fairway Station in Kitchener to Downtown Cambridge as the preferred route length;

PS-251104

- b. Endorse Light Rail Transit (LRT) as the preferred vehicle technology; and
- c. Direct staff to pursue full funding from the Provincial and Federal governments for project development and implementation.

November 4, 2025

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## **The Regional Municipality of Waterloo**

### **Administration and Finance Committee**

#### **Summary of Recommendations to Council**

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The Administration and Finance Committee recommends as follows:

1. That the Regional Municipality of Waterloo take the following action with respect to the Q3 Plan and Financial Update as set out in report COR-CFN-25-018 dated November 4, 2025:
  - a) Receive the Q3 Update for information that shows implementation and financial progress towards delivery on the Region's Annual Business Plan, in support of achieving the vision set out by Council in the Strategic Plan 2023-2027; and
  - b) Amend the 2025 Capital Budget as set out in Appendix D.

November 4, 2025

**The Regional Municipality of Waterloo**  
**Community and Health Services Committee**  
**Summary of Recommendations to Council**

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The Community and Health Services Committee recommends as follows:

1. That the Regional Municipality of Waterloo approve the acquisition of a new artwork for the Langs Drive Housing Redevelopment, as outlined in report PDL-CUL-25-027, dated November 4, 2025.
2. That the Regional Municipality of Waterloo consider maintaining the current level of funding of \$236,390 for A Better Tent City (ABTC) on an annual basis, and refer that decision to the 2026 Annual Plan & Budget process, as outlined in report CSD-HOU-25-010, dated November 4, 2025.
3. That the Regional Municipality of Waterloo direct the Commissioner of Community Services and Commissioner of Corporate Services to report to the Community and Health Services Committee by the end of Q1 2026 to:
  1. Identify and bring forward all viable funding and financing opportunities, including but not limited to re-prioritizing other regional projects to achieve long-term debt sustainability principles, to advance construction of Mooregate within one year, as identified in CSD-HOU-25-011; and
  2. Provide an update to report CSD-HOU-24-021, dated December 3, 2024, where Council directed staff to explore affordable housing development partnership opportunities with the non-profit and private sectors that create enhanced or additional long-term affordable housing units, are beneficial for existing tenants, or produce cost-sharing outcomes, as well as to present a plan to advance site and development readiness in the interim prior to construction.

November 4, 2025

**The Regional Municipality of Waterloo**  
**Library Committee**  
**Summary of Recommendations to Council**

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The Library Committee recommends as follows:

1. That the Library Committee take the following action with respect to the 2026 Region of Waterloo Library Budget (RWL) as set out in Report COR-CFN-25-016 dated October 14, 2025:
  - a. Approve the 2026 RWL Operating Budget with a net expenditure of \$3,763,168 and a net property tax levy of \$3,359,983: and
  - b. Approve the 2026 RWL Library Capital Budget and 2027-2035 Capital Forecast as appended: and
  - c. Refer the 2026 RWL Budget to the Region of Waterloo's Strategic Planning and Budget Committee for consideration.
  - d. Approve transfer of \$10,000 from capital project 20031 (Upgrade Lighting) to 20033 (Microfiche reader) to enable purchase of Microfiche reader in 2025.
2. That the Regional Municipality of Waterloo approve the drafted 2026 Library Business Plan, as set out in the Appendix A of report PDL-CUL-25-028 dated October 14, 2025.

November 13, 2025

## **The Regional Municipality of Waterloo**

### **Licensing and Hearings Committee**

#### **Summary of Recommendations to Council**

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The Licensing and Hearings Committee recommends as follows:

1. That the Regional Municipality of Waterloo:
  - a. Approve an amending By-law to Taxi By-law #16-044, as outlined in Appendix A;
  - b. Increase the per-trip accessible taxi incentive from \$5.00 to \$10.00 between the hours of 11PM and 5AM, starting January 1st, 2026 as outlined in report PDL-CAS-25-016, dated November 13, 2025; and
  - c. And that staff report back to the Committee with a proposed pilot project for implementing the overnight accessible van service.

November 13, 2025

## Region of Waterloo

### Planning, Development, and Legislative Services

#### Legal Services

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**To:** Regional Council

**Meeting Date:** November 19, 2025

**Report Title:** New Franchise Agreement with Enbridge Gas Inc.

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#### 1. Recommendation

That the Regional Municipality of Waterloo authorize Regional staff to negotiate with Enbridge Gas Inc. the following changes to the draft 2000 Model Franchise Agreement (MFA) between the Region of Waterloo and Enbridge Gas Inc.:

- Expand the definition of “highway” to ensure that all parts of the right of way are captured;
- Include a requirement for Regional staff to be provided with as-built CAD drawings in UTM NAD83 Zone 17 co-ordinate system in s. 6 of the MFA;
- Add clarification regarding the use of the words “remove”, “relocate”, and “decommission” in such sections s. 12 and 15 of the MFA;
- Add clarification regarding the interaction between s. 12 and 15 regarding cost sharing responsibilities;
- Allow the Region of Waterloo to charge for-profit entities such as Enbridge fees for use of public property if Ontario Regulation 584/06 under the *Municipal Act, 2001* is amended to allow for such charging of fees;
- Add clarification that “project engineering and project administrative costs” listed in s. 12(c)(v) are limited to actual cost incurred;
- Change the date in s.18 for when a request for infrastructure owned by Enbridge needs to be removed/replaced triggers Enbridge being 100% responsible for all such costs; and
- Any other changes deemed reasonably necessary by the Regional Solicitor.

And that the Regional Municipality of Waterloo authorize Region staff to participate and make submissions in regard to an Ontario Energy Board generic hearing regarding the Model Franchise Agreement which will likely be commenced by the OEB in 2026;

And that the Regional Municipality of Waterloo express its support for an Amendment to Section 9 of Regulation 584/06 under the Municipal Act, 2001 and an update to the Model Franchise Agreement to enable Ontario municipalities to keep pace with leading practices in other Canadian jurisdictions and charge private utilities for fair

compensation for use of the municipal right of way.

And that this resolution be forwarded to the Minister of Municipal Affairs and Housing, Rob Flack, Minister of Energy and Electrification, Stephen Lecce, all Waterloo Region municipalities, the Association of Municipalities of Ontario, and its member municipalities.

All as further described in Report PDL-LEG-25-039 dated November 19, 2025.

## **2. Purpose / Issue:**

To address certain issues in the proposed 2000 Model Franchise Agreement (MFA) with Enbridge Gas Inc. (Enbridge).

## **3. Strategic Plan:**

This Report supports the Region's Climate Aligned Growth initiative of its Strategic Plan because it considers the impacts of fossil fuel use and the preference to move towards more sustainable energy sources. This Report also aligns with the Resilient and Future Ready Organization priority of the Strategic Plan by exploring improved service models that support fiscal resilience.

## **4. Report Highlights:**

- On June 13<sup>th</sup>, 2025 Regional staff received a document package from Enbridge regarding the MFA and its associated documents to initiate the process for Regional Council to approve the MFA as prescribed by the *Municipal Franchises Act*.
- The current MFA, which expires on May 24, 2026, and the proposed MFA are both based on the 2000 Model Franchise Agreement approved by the Ontario Energy Board (OEB).
- Over the 20-year term of the current MFA, Regional staff have identified necessary changes to the agreement that will improve clarity and coordination with Enbridge Gas and better align with Regional priorities. Changes include:
  - Expanding the definition of “highway” to ensure that all parts of the right of way are captured;
  - Requiring Enbridge to share detailed engineering drawings of gas infrastructure to enable the Region to maintain accurate records for mapping and asset management systems;
  - Seek clarifications regarding the use of the words “remove”, “relocate”, and “decommission” in such sections as s. 12 and 15 of the Agreement and when certain cost sharing requirements shall be triggered;

- Allowing the Region to charge for-profit entities like Enbridge fees for use of public property if Ontario Regulation 584/06 under the *Municipal Act, 2001* is amended to allow for such charging of fees;
  - Clarifying that “project engineering and project administrative costs” listed in s. 12(c)(v) are limited to actual cost incurred to reduce financial exposure of the Region; and
  - Changing the date in s.18 for when a request for infrastructure owned by Enbridge needs to be removed/replaced triggers Enbridge being 100% responsible for all such costs.
- The OEB plans to commence a generic proceeding regarding the model Franchise Agreement as stated in the attached letter to the Association of Ontario Municipalities dated October 15, 2025. Regional staff, with Council approval, will seek to participate in this proceeding to propose the above-mentioned changes, if such changes are not agreed to by Enbridge.

## 5. Background:

The intent of the MFA is to outline the terms and conditions under which Enbridge installs, operates, and maintains its natural gas infrastructure (e.g. gas mains, plants, pipes, conduits, services, valves, regulators, curb boxes, stations, drips etc.) within Regional road allowances and other public properties. These agreements are standardized across Ontario and typically last for 20 years, after which new agreements must be entered into with approval from the Ontario Energy Board (OEB). MFAs are based on an OEB approved template, referred to as a “Model Franchise Agreement” and its approval process by a municipality is governed by the *Municipal Franchises Act*, R.S.O. 1990, c. M.55. The last Model Franchise Agreement was approved by the OEB in the year 2000 and last revised on September 11, 2003.

The MFA requires changes to better align with the Region’s evolving needs and priorities. Proposed updates would clarify cost-sharing responsibilities, recognize newer infrastructure such as multi-use trails, improve data sharing for asset management, and allow the Region to recover fair costs for the use of public property.

As related to cost recovery, several Ontario municipalities, including the Cities of Guelph, Toronto, and London, are requesting changes to the *Municipal Act, 2001* and the MFA that would allow municipalities to charge for-profit gas utilities fees for the use of public property, as is common in most provinces. In the absence of such fees, taxpayers are bearing a portion of the costs of this infrastructure. This results in an indirect subsidy for the fossil-fuel sector, which does not align with the Region’s commitment to reducing community reliance on fossil fuels, as stated in our 2023-2027 Strategic Plan and the Council-endorsed TransformWR strategy.

The structure of the current agreement requires the Region to periodically incur costs

associated with the removal of abandoned natural gas infrastructure when requested by the Region in relation to Regional projects, as well as when Enbridge elects to decommission certain infrastructure without request from the Region. Access fees would defray the costs to remove abandoned infrastructure.

The Region's current MFA expires on May 24, 2026, but does have a holdover provision stating that if a new agreement is not signed by that date, the old MFA will continue to be in force until a new MFA is signed by the parties. On June 13<sup>th</sup>, 2025, Regional staff received a document package from Enbridge regarding the MFA and its associated documents to initiate the process for Regional Council to approve the MFA as prescribed by the *Municipal Franchises Act*.

Should the Region engage in the negotiations with Enbridge for changes to the MFA and they are not accepted by Enbridge, then the Region may participate in the OEB's 2026 Generic Proceeding Regarding the Model Franchise Agreement as stated in the attached letter to the Association of Ontario Municipalities dated October 15, 2025. The OEB has recognized that the current Model MFA has been in place since 2003 and that issues have surfaced in recent franchise agreement proceedings as to the continued suitability of certain terms and conditions of the Model Franchise Agreement. A generic hearing will allow multiple parties to make submissions, including municipalities in Ontario. No date has been named in 2026 for the hearing as of yet by the OEB.

## 6. Communication and Engagement with Area Municipalities and the Public

**Area Municipalities:** Staff have had discussions with area municipalities on whether they are currently renewing their agreements with Enbridge, and all have confirmed that they are not. Also, staff are investigating how the Region works with area municipal utilities.

**Public:** This matter has the potential to benefit the general public by creating efficiencies within the Region with cost savings and action against fossil fuel use.

## 7. Financial Implications:

|                             | Current Year | Future Year(s)   |
|-----------------------------|--------------|------------------|
| <b>Budget Impact?</b>       | NA           | NA               |
| <b>Capital Plan Impact?</b> | NA           | To be determined |

The terms and conditions of this agreement may impact future cost sharing which will have to be accommodated across the Region's capital budget. The impacts at this point

are not currently known.

**8. Conclusion / Next Steps:**

Should Regional Council approve staff negotiating the aforementioned changes to the MFA, staff shall commence negotiations with Enbridge, and if needed, make submissions to the OEB generic hearing that will likely be commenced in 2026.

**9. Attachments:**

Appendix A: Proposed 2000 Model Franchise Agreement

Appendix B: Letter entitled 2026 Generic Proceeding Regarding the Model Franchise Agreement dated October 15, 2025

**Prepared By:** Liam Legate, Solicitor (Corporate)

**Approved By:** Fiona McCrea, Regional Solicitor and Director of Legal Services

## **2000 Model Franchise Agreement**

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THIS AGREEMENT effective this                      day of                      , 2025

BETWEEN:

### **THE REGIONAL MUNICIPALITY OF WATERLOO**

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 Corporation and to the inhabitants of those local or lower tier municipalities within the Municipality from which the Gas Company has a valid franchise agreement for that purpose.

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

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

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

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

or

- (b) If the Corporation has previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law provided that, if during the 20 year term of this Agreement, the Model Franchise Agreement is changed, then on the 7<sup>th</sup> anniversary and on the 14<sup>th</sup> anniversary of the date of the passing of the By-law, this Agreement shall be deemed to be amended to incorporate any changes in the Model Franchise Agreement in effect on such anniversary dates. Such deemed amendments shall not apply to alter the 20 year term.
- (c) At any time within two years prior to the expiration of this Agreement, either party may give notice to the other that it desires to enter into negotiations for a renewed franchise upon such terms and conditions as may be agreed upon. Until such renewal has been settled, the terms and conditions of this Agreement shall continue, notwithstanding the expiration of this Agreement. This shall not preclude either party from applying to the Ontario Energy Board for a renewal of the Agreement pursuant to section 10 of the *Municipal Franchises Act*.

### **Part III – Conditions**

#### **5. Approval of Construction**

- (a) The Gas Company shall not undertake any excavation, opening or work which will disturb or interfere with the surface of the travelled portion of any highway unless a permit 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 REGIONAL MUNICIPALITY OF WATERLOO**

Per: \_\_\_\_\_  
Karen Redman, Regional Chair

Per: \_\_\_\_\_  
William Short, Regional Clerk

**ENBRIDGE GAS INC.**

Per: \_\_\_\_\_  
Mark Kitchen, Director, Regulatory Affairs

Per: \_\_\_\_\_  
Andrea Seguin, Director, Utilization

## Appendix B: Letter entitled 2026 Generic Proceeding Regarding the Model Franchise Agreement dated October 15, 2025



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

**BY EMAIL and WEB POSTING**

October 15, 2025

To: Association of Municipalities of Ontario  
Intervenors in franchise applications filed in 2024 and 2025  
Frequent intervenors in 2024 and 2025

**Re: 2026 Generic Proceeding Regarding the Model Franchise Agreement**

### What You Need to Know

- The Ontario Energy Board intends to commence a generic proceeding to review the Model Franchise Agreement
- The exact scope of this generic proceeding has not yet been determined, although it will be narrow and informed by recent Model Franchise Agreement proceedings
- The OEB intends to commence the generic proceeding in 2026

I am writing to advise interested stakeholders that the Ontario Energy Board (OEB) intends to commence a generic proceeding to review the OEB's Model Franchise Agreement in 2026.

### Background

To provide gas distribution service in a municipality, a utility must have an OEB-approved franchise from the municipality as required by the *Municipal Franchises Act*.<sup>1</sup> The OEB's current form of Model Franchise Agreement, which was developed with significant input from interested stakeholders, was adopted to provide direction to utilities and municipalities on the terms and conditions that the OEB considers to be reasonable for a franchise agreement, and to allow for the efficient administration of the many franchise agreements across the Province. It has been the OEB's expectation

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<sup>1</sup> RSO 1990, c M.55

that franchises that come forward for approval will be in the form of the Model Franchise Agreement unless there is a compelling reason for deviation, and almost all franchise agreements are in that form.

**Issue**

The current version of the Model Franchise Agreement has been in place since 2003. Issues have surfaced in recent franchise agreement proceedings as to the continued suitability of certain terms and conditions of the Model Franchise Agreement. Generic issues that are not specific to the municipality for which the franchise agreement is sought have been considered out of scope in individual franchise proceedings.

In a number of ongoing proceedings, the OEB signaled that consideration is being given to whether there is a need for a review of generic issues related to the Model Franchise Agreement.

The exact scope of this generic proceeding has not yet been determined, although it is expected to be narrow and informed by recent Model Franchise Agreement proceedings. The generic proceeding will examine the need to update certain provisions of the Model Franchise Agreement and will not be a “from the ground up” review of the entire Model Franchise Agreement. Further details will follow in due course.

The OEB intends to commence this generic proceeding regarding potential amendments to the Model Franchise Agreement in 2026.

Yours truly,

Damien A. Côté  
Chief Commissioner