

Elson Advocacy

November 6, 2025

Ritchie Murray
Acting Registrar
Ontario Energy Board
2300 Yonge Street, 27th Floor
Toronto, Ontario M4P 1E4
registrar@oeb.ca

Dear Mr. Murray,

**Re: City of Guelph Franchise Agreement
EB-2025-0058**

I am writing on behalf of eMERGE Guelph Sustainability (eMERGE Guelph) in response to the OEB's letter dated October 16, 2025. Pursuant to that letter, we provide submissions regarding the appropriate next steps for EB-2025-0058, in light of the OEB's recent notice of intent to commence a generic proceeding to review the 2000 Model Franchise Agreement.

There is now a strong likelihood that a number of disagreements between the parties to the application before the Board will be addressed more fully through the planned generic hearing in 2026. As a result, eMerge Guelph submits that the ongoing franchise renewal proceeding should be placed in abeyance until the generic hearing has been completed. This is the best approach to achieve regulatory efficiency and procedural fairness without creating prejudice to the parties or gas customers.

In support of these submissions, eMerge Guelph reiterates and expands on the comments previously provided to the OEB in a letter dated July 29, 2025.

Improve regulatory efficiency and avoid duplication

The application before the Board has raised a number of disagreements between the parties regarding the proper scope and sequencing of issues under the *Municipal Franchises Act*, the nature of local versus generic factors, as well as the content, role and proper process when considering the terms of the Model Franchise Agreement.

eMERGE Guelph submits that placing the matter in abeyance until the generic hearing is completed will assist in simplifying and streamlining the proceeding once it is ready to be adjudicated. If some of the above-noted disputes are to be addressed through a generic hearing, it makes sense to wait for the Boards' full examination and determinations of those issues to be completed before contemplating their application to the City of Guelph. Otherwise, it is likely that the issues will continue to obscure the proceeding in Guelph and require significant resources from the Board and parties. Further, it is likely that some similar evidence and

arguments will be raised in this proceeding as in a planned generic hearing. This only results in additional costs and resources for the Board, the parties, and ratepayers.

Procedural Fairness

Enbridge has argued for the scope of the hearing in Guelph to be extremely narrow and to exclude topics that are relevant to the test that must be applied by the OEB under the *Municipal Franchises Act*. Its arguments have yet to be fully adjudicated by the OEB and are still live, for instance, with respect to the motion regarding the very large number of interrogatories that Enbridge declined to answer. If Enbridge's views regarding scope were to be accepted, eMERGE would be left without procedural fairness. It would be much fairer to allow the generic proceeding to go ahead first where all relevant issues can be raised.

No prejudice to the Applicant

As the Board knows, section 4(c) of the Model Franchise Agreement states that the terms and conditions of the Agreement remain in place while a renewal is being negotiated or until an order is made under section 10 of the *Municipal Franchises Act*. Given that Enbridge seeks no changes to the existing franchise agreement terms, there can be no prejudice to delaying the adjudication of their application under the Act. There will also be no adverse impacts on gas customers in the City of Guelph.

For the foregoing reasons, eMERGE Guelph respectfully requests that the Board place proceeding EB-2025-0058 in abeyance until it has completed the generic hearing into the 2000 Model Franchise Agreement. It is the outcome that best balances the interests of all parties.

Yours truly,

A handwritten signature in blue ink, appearing to read 'Kent Elson', written in a cursive style.

Kent Elson

cc: Parties in the above proceeding