

May 29, 2026

**DELIVERED VIA EMAIL AND RESS**

Ontario Energy Board  
2300 Yonge Street, 27<sup>th</sup> Floor  
Toronto, ON M4P 1E2  
[registrar@oeb.ca](mailto:registrar@oeb.ca)

Attention: Ritchie Murray, Acting Registrar

**RE: Generic Review of the Model Franchise Agreement for Natural Gas  
OEB File No.: EB-2026-0009**

I am writing on behalf of The Corporation of the City of Guelph (the “City of Guelph”) to make submissions on the draft issues list in the above-noted matter, in accordance with the Ontario Energy Board (“OEB”) Procedural Order No. 1 dated May 14, 2026.

The City of Guelph has reviewed the submissions on the draft issues list provided by the Community Coalition, represented by Elson Advocacy, and the City of Guelph supports and relies on the submissions contained therein.

Further, the City of Guelph respectfully requests the addition of the following issues:

- **Section 1 e. “highway”:** Are changes appropriate to the definition of “highway” in section 1 e. of the Model Franchise Agreement?

*Rationale:*

Section 1 e. of the MFA defines “highway” to mean “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”. This definition does not correspond with the definition of “highway” under the *Municipal Act, 2001*, which means “a common and public highway and includes any bridge, trestle, viaduct or other structure forming part of the highway and, except as otherwise provided, includes a portion of a highway.”

The breadth of the definition of “highway” will have a significant impact on the application of the MFA and ought to be considered in this review.

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- **Section 2 To provide gas service & Section 3 To Use Highways:** Are changes appropriate to section 2 and section 3 of the Model Franchise Agreement to reflect that the Model Franchise Agreement may not be consented to by the municipality?

*Rationale:*

Section 2 of the Model Franchise Agreement reads “The consent of the Corporation is hereby given and granted to the Gas Company to distribute, store and transmit gas in and through the Municipality to the Corporation and to the inhabitants of the Municipality.” Section 3 of the Model Franchise Agreement reads: “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.” Where a municipality is ordered to enter into a Franchise Agreement, these template provisions misrepresent or inappropriately deem consent of the municipality. These provisions are not aligned with the regulatory regime under the *Municipal Franchises Act*. Section 10(5) of the *Municipal Franchises Act* provides that an order of the OEB shall be deemed to be a by-law of the municipality for the purpose of renewal of a gas franchise pursuant to section 10 of the Act. This is not the same as municipal consent to a gas franchise.

Yours truly,

Jennifer Charles  
General Manager / City Solicitor  
Legal and Court Services, Corporate Services  
519-822-1260 extension 2452

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Dylan McMahon – [dylan.mcmahon@guelph.ca](mailto:dylan.mcmahon@guelph.ca).