

May 29, 2026

**DELIVERED VIA EMAIL AND RESS**

Ontario Energy Board  
2300 Yonge Street, 27th Floor  
Toronto, ON M4P 1E2  
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 City of Ottawa (the “City of Ottawa”) 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 Ottawa respectfully submits and requests the addition of the following issues:

- Section 1 e.– Definitions – “highway”:

Should the OEB revisit the definition of “highway” to reflect the current landscape of their use and configuration?

**Rationale**

With the concept of complete streets and public realm enhancements now embedded in the design and upgrade of municipal rights of way, the definition of highway should be broadened to make clear the intent to address all elements found between the lateral property lines of the road allowance. This includes for example interlocked boulevard spaces, cycling lanes, multi-use pathways and transit infrastructure.

- Section 5 a. Approval of Construction

Are changes required to Section 5 a. Approval of Construction to the Model Franchise Agreement to reflect and align with the Municipality's By-laws?

Rationale

Subsection 5(a) of the Model Agreement requires the Gas Company to obtain a permit prior to any excavation, opening or work which will disturb or interfere with the surface of the travelled portion of any highway.

The City of Ottawa Road Activity By-law requires that anyone undertaking excavation work within any portion of a highway first obtain a permit – be it within or impacting a travelled portion or not. This permit facilitates several functions including (i) coordination of work, (ii) restoration in accordance with City Standards, (iii) inspection of any restoration and cost recovery of any such inspection, (iv) tracking and record keeping with respect to restoration work in the event of future claims.

Restoration challenges can occur outside of the travelled portion of the highway, such as within interlock boulevards. Additionally, the volume of construction activity within the City of Ottawa's rights of way necessitates tracking and coordinating all works. The City of Ottawa and by extension the public have a vested interest in protecting the integrity of all parts of the highway, and the permit process is the means through which this protection is secured.

- Section 6 As Built Drawings

In respect to section 6's requirement for As Built Drawings, should this section of the Model Franchise Agreement be amended to be provided sooner to reflect the new digital reality?

Rationale

Management and intake of as-built drawings have evolved since the Model Agreement was established. Electronic systems are now employed and there is no longer a need for paper copies. Additionally, the volume of work within the right of way has increased substantially since the Model Agreement. To properly manage and mitigate conflicts between proposed and existing infrastructure, as built drawings are required more quickly than the six months currently required.

- Section 10 – Insurance

Does the term "Comprehensive General Liability Insurance" in section 10 need a definition to provide clarity and align with Municipality's By-laws

Rationale

The term Comprehensive General Liability Insurance is capitalized but not defined. With this there is a lack of clarity as to the breadth of coverage required as part of this

section. To ensure the public interest is sufficiently protected consideration should be given to expressly identifying that Commercial General Liability insurance include elements such as premises, property and operations, products and broad form completed operations, broad form property damage, personal injury, blanket contractual liability, owners' and contractors' protective coverage, medical payments, employees as additional insured, non-owned automobile, contingent employers liability, occurrence property damage, cross liability and severability of interests clauses.

The above coverage areas are stated within the City of Ottawa's Road Activity By-law as the necessary components of insurance that must be carried as part of excavation work under a permit.

Yours truly,

Taffy J. Nahas  
Legal Counsel

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