

# Elson Advocacy

May 29, 2026

Ritchie Murray  
Acting Registrar  
Ontario Energy Board  
2300 Yonge Street, Suite 2700  
Toronto, Ontario, M4P 1E4

Dear Ritchie Murray:

## **Re: EB-2026-0009 – Review of the Natural Gas Model Franchise Agreement – Issues List**

I am writing on behalf of the Community Coalition (the “Coalition”) to provide feedback on the OEB’s proposed issues list in the above-noted matter. The Coalition seeks the following two amendments to the draft issues list:

1. Revise wording in issues list by substituting “appropriate” for “required”; and
2. Add the following issue: Should the Model Franchise Agreement include a new section governing how and when parties can terminate the agreement and/or trigger a renegotiation of agreement terms?

### **Preliminary comments on scope**

Before addressing the Coalition’s specific requests, it is important to situate this proceeding in its historic context.

As the Board is aware, twenty-six years have passed since the OEB last reviewed the natural gas Model Franchise Agreement (“MFA”) in its totality. Over thirty municipal, utility, community and other stakeholders have been approved to participate in the proceeding. This widespread interest reflects the significance of the issues, as well as the time that has elapsed since the previous generic hearing in 2000. Given this, it is incumbent on the Board to maximize the opportunity that the proceeding presents to ensure that the MFA serves the interests of all affected parties and reduces the likelihood that parties seek to deviate from the template agreement terms.

It is unlikely that another generic hearing will be held on this topic in the near future. As such, the Board can and should address all relevant shared issues as part of this proceeding. Otherwise, it is likely that those issues will continue to arise as individual franchise agreements come up for renewal - decreasing regulatory efficiency and increasing uncertainty for all parties.

Put differently, it is in the interests of all participants that the scope of this proceeding is not overly restricted from the outset. The table has been set for an overdue and important discussion. There is no long-term efficiency in limiting it at this point.

### **Request 1: Amended wording**

The issues list as drafted asks whether specific changes to the MFA are “required.” The Coalition submits that the term ‘appropriate’ would better align with the goal of ensuring that the MFA terms balance the interests of all affected parties. The term “required” may inadvertently convey a higher burden than is warranted in reviewing what, if any terms should be amended in the MFA. This small change will make a meaningful difference in ensuring a successful generic hearing.

### **Request 2: Additional issue**

The Coalition requests that an additional topic be included in the issues lists to address the current absence of a clause delineating how and under what conditions a party may terminate the agreement or trigger a renegotiation of agreement terms. This addition is warranted for a number of reasons.

- i. Termination clauses are standard in many contracts and the absence of one in the template MFA warrants review.
- ii. A termination clause may have an important role in the template MFA due to the important public interests at stake, affecting resident and taxpayer rights.
- iii. The presence of a termination and/or renegotiation clause may increase municipal confidence in entering or renewing an MFA with a 20-year term where there are concerns over specific agreement terms (ex: the lack of land-use fees and the possibility of land-use fees being legalized in the future). This in turn could reduce objections and recourse to the OEB at the individual municipal level.
- iv. Ontario is in the midst of an energy transition, which could give rise to legitimate reasons that either party to an MFA may wish to terminate the agreement or trigger renegotiation of certain terms.

The Coalition expects that the participants to this proceeding will have diverging views on the requested additional issue. It is for this reason that the Board should include it as part of the issues list and allow participants’ views to be heard. Addressing the issue directly will ensure that the MFA aligns with general contractual norms and serves the public interest going forward.

Yours truly,



Kate Rose Siemiatycki