

May 29, 2026

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**VIA RESS**

Mr. Ritchie Murray, Registrar  
**ONTARIO ENERGY BOARD**  
P.O. Box 2319, 27<sup>th</sup> Floor  
2300 Yonge Street  
Toronto, ON M4P 1E4

Dear Mr. Murray:

**Re: EB-2026-0009: Generic Proceeding to Review Natural Gas Model Franchise Agreement**

**Town of Cobourg Issues List Submissions**

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We write as legal counsel to the Town of Cobourg (Cobourg) to provide comments on the Draft Issues List for the captioned proceeding.

**GENERAL COMMENT**

We have had the benefit of reviewing a draft of the Issue List Submissions of the Community Coalition, and agree with the Coalition that replacing the word “required” with the word “appropriate” throughout the draft issues list would better reflect the opportunity presented by this review to modernize and clarify various provisions of the existing Model Franchise Agreement (MFA). Modernization and clarification in several instances would be beneficial to the parties subject to, and administering, municipal franchise agreements for natural gas distribution facilities.

**SPECIFIC MATTERS**

The OEB has invited parties to provide details on the specific matters that they propose to address in this review. Subject to consideration of matters raised by other parties as this review proceeds, Cobourg has initially identified the following matters that it wishes to bring forward for consideration. In each case we reference the matter to the relevant section of the MFA, and as appropriate we indicate where a new issue could be added to reflect the matter identified. The following should not be taken as exhaustive of Cobourg’s potential interests in this review. Cobourg looks forward to considering the views of, and as appropriate consulting and co-ordinating with, other parties as this review proceeds.

#### **Section 4: Duration of Agreement and Renewal Procedures**

The MFA currently provides for a 20 year term, with provision for amendments following each of years 7 and 14 to incorporate generic MFA changes. In the modern context of rapid energy transition, more flexible and timely term and amendment provisions may be appropriate.

Cobourg suggests addition of the following to the Issues List:

- *Section 4: Duration of Agreement and Renewal Provisions*
  - *In the modern context of rapid energy transition:*
    - *Is a 20 year standard term for the MFA still appropriate?*
    - *Would more timely generic amendment provisions be appropriate?*

#### **Section 5: Approval of Construction**

Cobourg believes that there may be opportunities for more coordinated, proactive planning for infrastructure projects as between municipalities and gas distributors, and that the MFA might be revised to address and facilitate those opportunities.

The only place in the existing MFA framework where co-ordinated, proactive planning could be considered to be addressed in some fashion is at page 4 of the Gas Franchise Handbook, where the following paragraph appears:

##### *PLANNING FOR CONSTRUCTION*

*To facilitate proper system expansion and maintenance, the Gas Company will actively participate in each Municipality's Public Utilities Coordinating Committee (PUCC). One of the mandates of the PUC will be to develop an approved highway cross-section that outlines a standard pipeline location within the highway for each utility's plant.*

On its face this is a relatively narrow provision, focussed on the gas utility and generic pipeline location protocols. Cobourg submits that a broader provision which more clearly addresses planning coordination between the utility and the municipality is appropriately considered. To this end, Cobourg suggests addition of the following to the Issues List:

- *Section 5: Approval of Construction*
  - *Are there appropriate additions to the Model Franchise Agreement to provide for more proactive infrastructure project planning and coordination as between municipalities and utilities?*

## **Section 6: As Built Drawings**

Cobourg believes that greater specificity in respect of the standard to which as built drawings should be produced would benefit municipalities in planning and executing infrastructure projects. Cobourg proposes the addition of the following issue to the Issues List:

- *Section 6: As Built Drawings*
  - *Are changes appropriate to more particularly specify the requirements for as built drawings which are sufficiently dimensioned to enable accurate identification of the location of the installed gas system?*

## **Section 12: Pipeline Relocation**

Cobourg wishes to bring forward for consideration the following matters in respect of pipeline relocations:

- a. How costs should be shared for the relocation of gas infrastructure which is nearing the end of its useful life or otherwise requires reinforcement or expansion in the near term, and how to more precisely define such circumstances and appropriate cost sharing in such circumstances.
- b. How to provide for greater cost transparency and certainty for municipalities for requested pipeline relocations during municipal infrastructure project planning and prior to commitment by the municipality to such relocations.
- c. Whether there should be more specific parameters defined for the respective responsibilities of the parties in planning for and executing requested pipeline relocations (including as to timing).

We assume that considerations a. and b. set out above are already included in the draft Issues List which states (with modification of the term “required” to the term “appropriate”, as noted above):

*Are changes appropriate to the cost sharing provisions as between municipalities and utilities in section 12 of the Model Franchise Agreement relating to the costs associated to [sic] pipeline relocations.*

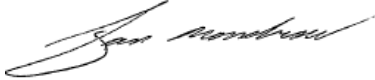
We suggest the addition of the following under the Section 12: Pipeline Relocation set of issues:

- *What additional parameters, including as to timing, might be appropriate to more specifically define the respective responsibilities of the parties in planning for and executing requested pipeline relocations.*

**Conclusion**

Given the passage of time since the MFA was formulated and last reviewed, Cobourg agrees with those other parties urging that the current review not be overly constrained. Cobourg appreciates the opportunity to provide input into the issues for consideration in this review.

Yours truly,



Ian A. Mondrow

- c. Brent Larmer, Cobourg
- Natalya Plummer, OEB Staff
- Tobias Hobbins, OEB Counsel
- Stephanie Pope, OEB Counsel
- Intervenors of Record

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