

DECISION AND PROCEDURAL ORDER NO. 4

EB-2026-0009

**A Generic proceeding commenced by the Ontario Energy Board to
review the natural gas Model Franchise Agreement**

BEFORE: David Sword
Presiding Commissioner

Robert Dodds
Commissioner

James Sidlofsky
Commissioner

August 21, 2026

1 INTRODUCTION AND SUMMARY

On March 26, 2026, the Ontario Energy Board (OEB) issued a Notice of Hearing and commenced a proceeding on its own motion under section 19 of the *Ontario Energy Board Act, 1998*, to conduct a limited review of the Model Franchise Agreement for natural gas.

The OEB issued its [Decision on Issues List and Procedural Order No. 2](#) on June 16, 2026, which approved an issues list (Issues List) defining the scope of this proceeding and set a deadline for the filing of evidence requests by the parties to this proceeding.

By June 30, 2026, Regional Municipality of Waterloo, Municipal Group¹, County of Simcoe, Town of Cobourg, City of Ottawa, City of Guelph, Municipality of Temagami, Community Coalition, and Enbridge Gas Inc. (Enbridge Gas) each filed letters seeking leave to file evidence in this proceeding. OEB staff filed a letter on June 30, 2026, stating that it does not intend to seek leave to file any evidence in this proceeding.

On July 3, 2026, the OEB extended the deadline for Minogi Corporation to file its evidence request to July 10, 2026, due to an administrative error that excluded Minogi Corporation from the distribution list. On July 13, 2026, Minogi Corporation requested an extension until July 15, 2026, which the OEB granted. Minogi Corporation filed its letter describing its proposed evidence on July 14, 2026.

The OEB issued [Procedural Order No. 3](#) on July 16, 2026, which addressed comments filed by Community Coalition on July 6, 2026, pertaining to the scope of the proceeding and the Issues List.² The OEB made provision for the filing of further submissions on the Issues List to address the proposed addition of two issues, namely, the issues of a termination clause and the term length of the Model Franchise Agreement.

Building Owners and Managers Association Toronto (BOMA Toronto), Community Coalition, Enbridge Gas, Municipality of Temagami, Pollution Probe, Regional Municipality of Waterloo, and Town of Coburg, filed submissions regarding the proposed additional issues to the Issues List in accordance with the deadline established in Procedural Order No. 3. Enbridge Gas also responded to several of the

¹ Municipal Group includes the County of Essex and the municipalities therein, including the Town of Amherstburg, Town of Essex, Town of Kingsville, Municipality of Lakeshore, Town of LaSalle, Municipality of Leamington, Town of Tecumseh, as well as the neighboring Municipality of Chatham-Kent.

² Community Coalition Letter, dated July 6, 2026

intervenor evidence proposal requests in its letter submitted to the OEB on July 30, 2026.

This Decision and Procedural Order No. 4 sets out the OEB's determinations regarding the updated Issues List (see Schedule A), the parties' evidence requests, and the next procedural steps of this proceeding.

2 DECISION ON THE ISSUES LIST

2.1 Further Submissions on the Issues List

Procedural Order No. 3 invited submissions on whether the following two issues should be added to the Issues List:

- Is the current 20-year term within the Model Franchise Agreement appropriate?
- Is the inclusion of a termination clause within the Model Franchise Agreement appropriate?

As outlined above, seven parties filed submissions on these proposed issues. Six parties supported the inclusion of both issues on the Issues List. Enbridge Gas opposed their inclusion.

Pollution Probe

Pollution Probe supported the addition of both issues to the Issues List but proposed a broader framing to address not only whether the existing provisions are appropriate, but also what changes or additions would be appropriate if necessary.

Pollution Probe also suggested that the OEB may not be in a position to confirm that issues ruled out of this proceeding can be raised in individual franchise proceedings. However, Pollution Probe submitted that any issues deemed out of scope in this proceeding or issues that are not of a generic nature must be open for consideration in each individual municipal franchise agreement hearing.³

Pollution Probe did not indicate an intention to file evidence on these two issues.

Regional Municipality of Waterloo

The Regional Municipality of Waterloo supported the addition of both issues to the Issues List and indicated that it does not intend to file any evidence beyond written arguments on either issue.

The Regional Municipality of Waterloo submitted that the agreement term should be five years, or alternatively ten years, to allow parties to review the agreement at expiration and identify necessary updates. They proposed that there could be options to renew,

³ [Pollution Probe Comments on Issues List Scope](#), July 20, 2026.

but these would not be automatic and would require the agreement of both parties via an extension agreement.⁴

The Regional Municipality of Waterloo also submitted that the termination clause should define the circumstances and process for termination and for winding up the contractual relationship. The Regional Municipality of Waterloo specified that the clause should apply only to material breaches and not for more trivial matters.⁵

Town of Cobourg

The Town of Cobourg supported the addition of both issues to the Issues List, but proposed a broader framing:

- “Does the current 20-year term within the Model Franchise Agreement remain appropriate?”
- “Should the mechanism for intra-term changes within the Model Franchise Agreement be changed?”⁶

The Town of Cobourg submitted that the inclusion of these issues would allow parties to consider whether and how the Model Franchise Agreement should be changed to balance the risk to gas utilities of shorter franchise terms with the interests and obligations of municipalities to manage their municipalities in the public interest related to evolving energy services.

The Town of Cobourg referenced two OEB reports⁷ to support its position, and noted that in 1986, the OEB considered 15 to 20 years adequate for an initial franchise and 10 to 15 years adequate for a renewal because the utility's risk would be substantially lower after depreciation. Cobourg also noted that, in the 2000 review, the OEB endorsed 20-year initial and renewal terms, with amendment windows after years 7 and 14, based on a proposal negotiated by the Association of Municipalities of Ontario and the gas utilities.⁸

Cobourg cited this historical record of negotiations to submit that the parties should be afforded a similar opportunity to develop and negotiate their positions in this proceeding.

⁴ Regional Municipality of Waterloo, [PO3 Submissions and Leave Request](#), July 24, 2026

⁵ Ibid.

⁶ Town of Cobourg, [Submissions re Addition of Issues re MFA Term](#), page 1, July 30, 2026

⁷ RP-1999-0048 and E.B.O. 125

⁸ Ibid. page 2

The Town of Cobourg stated that it does not anticipate expanding its proposed evidence to address these two issues.

Community Coalition

Community Coalition supported the addition of both issues to the Issues List. Community Coalition submitted that the current 20-year agreement term includes no provisions for discretionary review or termination despite the potential for contractual breaches or significant changes in external circumstances (e.g., energy transition). In its view, this reduces accountability under the agreement, exacerbates existing power imbalances between the gas utility and the municipality, and may not align with general contractual best practices.⁹

Community Coalition also reiterated its concern, originally raised in its July 6, 2026, letter¹⁰, that excluding these issues from the generic hearing would leave municipalities unable to raise them in individual franchise agreement hearings, where issues of this generic kind are typically ruled out of scope. Community Coalition submitted that the OEB's determination at this stage should therefore not constitute a merits review.

If the two issues of term and termination are added to the Issues List, Community Coalition proposes to expand its "best practices report" to examine how other jurisdictions balance contractual certainty with flexibility. It estimates the additional incremental cost at approximately \$1,000 to \$3,000.¹¹

Municipality of Temagami

The Municipality of Temagami supported the addition of both issues to the Issues List.¹²

The Municipality of Temagami submitted that current 20-year term does not provide sufficiently frequent review and that a five-year term would allow the parties to review and update the agreement in light of changes in legislation, OEB policies, municipal infrastructure planning, utility operations, and other considerations.

The Municipality of Temagami also submitted that the Model Franchise Agreement should contain a termination clause setting out the circumstances in which the

⁹ Community Coalition, [Letter Issues list](#), page 1, July 30, 2026

¹⁰ [Community Coalition Letter](#), July 6, 2026

¹¹ Community Coalition, Letter Issues list, pages 2 and 3, July 30, 2026

¹² Municipality of Temagami, [Review of Model Franchise Agreement Addition of Issues](#), July 30, 2026

agreement may be terminated, noting that parties should have certainty regarding the commencement and conclusion of the Model Franchise Agreement.¹³

The Municipality of Temagami did not indicate an intention to file evidence on these two issues.

BOMA Toronto

BOMA Toronto supported the addition of both issues to the Issues List. BOMA Toronto submitted that the OEB last reviewed the Model Franchise Agreement more than 25 years ago in RP-1999-0048 in a materially different energy, regulatory, and municipal context. In its view, this proceeding is an appropriate opportunity to determine whether those provisions remain fit for purpose.¹⁴

BOMA Toronto did not indicate an intention to file evidence on these two issues.

Enbridge Gas

Enbridge Gas opposed the addition of both issues to the Issues List. It advanced three reasons: (1) the issues have not commonly arisen in recent franchise renewal applications; (2) the existing term and absence of an early termination right reflect clear and compelling considerations; and (3) adding the issues would unduly expand this review's limited scope into a review of the future of the gas system without regard to current government policy.¹⁵

Enbridge Gas noted that the City of Guelph's franchise renewal application¹⁶ is the only current or recent renewal application in which a different term has been requested. Enbridge Gas also noted that the City of Guelph did not propose an issue concerning the agreement term in its May 29, 2026, submissions in this proceeding.¹⁷

Enbridge Gas also cited the OEB's Decision on the Issues List in Procedural Order No. 2, which found that "a termination clause is not appropriate as it would undermine the very stability that a 20-year agreement is meant to provide."¹⁸ Enbridge further noted

¹³ Municipality of Temagami, [Review of Model Franchise Agreement Addition of Issues](#), page 2, July 30, 2026

¹⁴ Building Owners and Managers Association Toronto, [Comments on Additional Issues](#), July 31, 2026

¹⁵ Enbridge Gas Inc., [Response to Procedural Order No. 3 \(Issues List\) and comments on evidence proposals](#), July 30, 2026

¹⁶ EB-2025-0058

¹⁷ City of Guelph, [Submission on Issues List](#), May 29, 2026

¹⁸ EB-2026-0009, Decision on Issues List and Procedural Order No. 2, pages 16 and 17, June 16, 2026

that gas utilities plan new investments using a forty-year revenue horizon for residential customers and a twenty-year revenue horizon for other customers under O. Reg 273/24¹⁹, and that the twenty-year term aligns with the term for electricity distributor licences.

Moreover, Enbridge Gas submitted that adding these issues would inappropriately expand the review's limited scope into broader questions about the future of natural gas that are potentially outside the OEB's jurisdiction in the context of government energy policy such as the Natural Gas Policy Statement²⁰, which establishes that natural gas remains a vital component of Ontario's energy mix. Enbridge Gas further submitted that the OEB's initial decision in Procedural Order No. 1 to exclude these items affirms the Divisional Court's recent statement that the OEB "has the discretion to balance fairness and efficiency".²¹

Town of Cobourg (Response)

The Town of Cobourg filed a letter on August 13, 2026,²² in response to Enbridge Gas's submission, which states:

"Issues related to term and termination provisions of the Model Franchise Agreement are not items that have been commonly raised or argued in recent franchise renewal applications."²³

The Town of Cobourg submitted that although Enbridge Gas cited the City of Guelph's franchise renewal application as the only current or recent renewal application in which a different term has been requested, the Town of Cobourg has expressed concerns regarding the standard 20-year term in its intervention request as part of the Town of Cobourg's franchise renewal proceeding²⁴, indicating that it may be too long.

¹⁹ Ontario Regulation 273/24: REVENUE HORIZON (NATURAL GAS)

²⁰ [Energy for Generations, Chapter 5: Important Role of Natural Gas, pages 95-96](#), June 2025

²¹ [2026 ONSC 1002 \(CanLII\) Environmental Defence Canada Inc. v. Ontario Energy Board, para. 67.](#)

²² The Town of Cobourg, Correction Regarding Enbridge Gas Inc. (EGI) Letter of July 30th, August 13, 2026

²³ Enbridge Gas, Response to Procedural Order No. 3 (Issues List) and comments on evidence proposals, July 30, 2026

²⁴ EB-2025-0329, The Town of Cobourg Franchise Renewal Application, Intervention Form

2.2 Findings

The OEB has determined that the two proposed issues – (i) whether the current 20-year term is appropriate; and (ii) whether the inclusion of a termination clause is appropriate – may be addressed in this proceeding.

The OEB has considered Enbridge Gas's concern that the addition of these issues expands the limited scope of this review. However, the OEB finds that including these two issues in this proceeding will provide a clearer and more consistent foundation for subsequent franchise applications and avoid the possibility that parties might otherwise advance arguments that are substantially the same in future individual franchise proceedings.

As such, the OEB approves the addition of the following two issues to the Issues List:

- Is the current 20-year term within the Model Franchise Agreement appropriate?
- Is the inclusion of a termination clause within the Model Franchise Agreement appropriate?

3 DECISION ON PROPOSED INTERVENOR EVIDENCE

3.1 Descriptions of Proposed Evidence

City of Guelph

The City of Guelph stated that it intends to file factual evidence addressing the practical impacts of the current Model Franchise Agreement on municipalities, the public interest of municipal constituents and secondary source evidence in support of policy arguments underlying requested amendments to the Model Franchise Agreement.²⁵ The City of Guelph proposes to file its evidence in the form of affidavits, reports, plans and other documents on:²⁶

- The impact of in-service, decommissioned or abandoned gas infrastructure on planning and delivery of municipal infrastructure projects including construction and scheduling, utility coordination, and impact on stakeholders
- The costs incurred by the City of Guelph associated with planned, in-service, decommissioned or abandoned gas infrastructure, including costs associated with construction scheduling, utility coordination, change orders, delays, public communications, construction mitigation, external consultants, staff costs, records, and information management
- Evidence regarding climate targets, energy transition commitments, and energy equity, including City of Guelph reports, plans, policies and commitments in respect of such topics
- Evidence related to the regulation of natural gas and the Province's energy vision (i.e. Ontario government and agency reports, directives, etc.)
- Evidence related to specific contractual terms and alignment with legislative intent and public policy

The City of Guelph submits that it reserves the right to request leave for the filing of additional evidence. The City of Guelph explained that its evidence will assist the OEB in assessing whether the targeted amendments to the Model Franchise Agreement will

²⁵ City of Guelph Evidence Letter, June 30, 2026, page 1

²⁶ Ibid, pages 1-2

improve certainty, efficiency, and cost allocation in the public interest in accordance with the OEB's mandate and provincial energy policy.²⁷

The City of Guelph states that it does not anticipate seeking costs in this proceeding but will inform the OEB if it becomes aware of costs associated with preparing evidence or participation in the proceeding.²⁸

Enbridge Gas stated that the City of Guelph's proposed policy arguments and debates around the role of natural gas falls outside the Issues List and the scope of this generic proceeding, risking a "from the ground up" review that the OEB has already advised against. Enbridge Gas also expressed concern that the City of Guelph is asking the OEB to set energy policy in support of changes to the Model Franchise Agreement, which goes beyond the OEB's mandate, role and jurisdiction. Therefore, Enbridge Gas requested that leave be denied for the filing of the portions of proposed evidence mentioned above.²⁹

City of Ottawa

The City of Ottawa proposed to file affidavit evidence by city staff, expert evidence, policy documents, by-laws, and other evidence to support the City's position on the issues within the Issues List. The City has not specified which issues this evidence will support or otherwise provided details on the substance of the evidence it is proposing to file.³⁰

The City of Ottawa stated that it does not anticipate seeking costs at this time but does reserve the right to seek at a later date if necessary.³¹

Enbridge Gas stated that it cannot provide any comment on the City of Ottawa's proposed evidence due to the lack of details within the City of Ottawa's proposal.³²

²⁷ Ibid, page 2

²⁸ Ibid, page 3

²⁹ Enbridge Gas Letter, Response to Procedural Order No.3 and Comments on evidence proposals, July 30, 2026, Page 3

³⁰ City of Ottawa Evidence Letter, June 30, 2026, Page 1

³¹ Ibid, Page 2

³² Enbridge Gas Letter, Response to Procedural Order No.3 and Comments on evidence proposals, July 30, 2026, page 5

County of Simcoe

The County of Simcoe proposes to file affidavits and documentary exhibits that describe the County's project planning and coordination processes with gas utilities to demonstrate how the current Model Franchise Agreement creates project delays, operational uncertainty, disputes, and additional costs. The evidence will include:

- Correspondence with utilities documenting relocation requests, follow-ups, and missed timelines
- Contractor claims and notices of delay attributable to utility conflicts
- Relocation requests issued by the County
- Utility responses indicating timelines, conditions, or refusals
- Instances where rights-of-way were required to be closed due to third-party development outside of the County's control
- The operational and cost impacts arising from the need to treat abandoned infrastructure in congested rights-of-way as active

The County of Simcoe identified that its evidence is relevant to paragraphs 11, 12 and 15 of the Model Franchise Agreement. Its evidence is also expected to bear on non-substantive administrative updates and dispute resolution.³³

Community Coalition

Community Coalition seeks leave to file affidavits on the direct views of local residents on the issues in the proceeding. Community Coalition states that to be efficient, the affidavits will include evidence from the City of Guelph franchise proceeding (EB-2025-0098). Community Coalition stated that the evidence will assist the OEB in its consideration of what, if any changes are appropriate to the existing Model Franchise Agreement terms in the public interest. Community Coalition estimates less than \$5,000 in counsel costs related to this affidavit evidence.³⁴

Community Coalition also seeks leave to file a report on the "best practices for gas sector municipal franchise agreements". As explained, the report would cover provisions related to the allocation of costs for pipeline relocations between parties such as the gas

³³ County of Simcoe Evidence Letter, June 29, 2026

³⁴ Community Coalition Evidence Letter, June 30, 2026, Page 1

utility and the municipality and the provisions relating to pipeline abandonment and removal, and the allocation of those costs. Community Coalition submits that this report will assist the parties and the OEB with understanding the practices in other Canadian jurisdictions with respect to allocation of pipeline relocation costs, and abandonment/removal of pipelines. Community Coalition proposes to retain Sustainability Solutions Group (SSG) to complete this report and included a CV of the main consultant of SSG for the proposed work. The estimated cost to complete this report is between \$12,000 to \$18,000 (plus tax).³⁵

Community Coalition anticipates an overall cost to prepare evidence to be between \$12,000 and \$18,000 (plus tax), but explained that interrogatories, a technical conference and a hearing could add between \$5,000 to \$7,500 in costs. Community Coalition also estimated counsel costs between \$2,500 and \$5,000.

Community Coalition requests that if the evidence proposal is approved, the hearing timelines be amended to provide five weeks from the date of the evidence approval for the filing of the evidence.³⁶

Enbridge Gas submitted that Community Coalition's proposed evidence, including the affidavits and a report on best practices in gas franchise agreements, goes beyond the scope of the Issues List. As explained, allowing affidavits that set out residents' opposition to the franchise agreement renewal and focus on environmental and climate concerns would unduly expand and confuse the intended narrow and focused review of the Model Franchise Agreement. Enbridge Gas noted that to the extent that the affidavits advocate for a reduced role for natural gas, the evidence would contradict the direction in Procedural Order No. 1.³⁷

Enbridge Gas further submitted that the proposed best practices report, which will address how other jurisdictions charge fees and taxes to gas distributors, falls outside the scope of this proceeding, as expressly excluded by the Notice of Hearing.³⁸

Enbridge Gas also questioned the relevant expertise of Community Coalition's proposed consultant, noting that the principal's work experience is focused on municipal

³⁵ Ibid, Page 2-3

³⁶ Ibid, Page 3

³⁷ Enbridge Gas, Response to Procedural Order No. 3 (Issues List) and comments on evidence proposals, page 3 and 4, July 30, 2026, Page 4

³⁸ Ibid

climate plans and low carbon energy infrastructure models rather than gas sector municipal franchise agreements.³⁹

Municipality of Temagami

The Municipality of Temagami proposes evidence that is said to be relevant to Paragraph 11: Alternative Easements, Paragraph 12: Pipeline Relocation, Paragraph 15: Disposition of the Gas System & Paragraph 16: Use of decommissioned Gas System, non-substantive administrative updates, and Implementation of possible updates to the Model Franchise Agreement.⁴⁰

The Municipality of Temagami proposed to retain Robert Reid (P. Eng., MBA) to prepare expert evidence, supported by affidavit and other evidence from municipal staff.

The proposed evidence will primarily focus on six specific areas of the practical, operational, and financial impacts of the current Model Franchise Agreement:

- The impacts of existing Model Franchise Agreement on municipal infrastructure planning, project scheduling, project delays and fund granting
- Disputes and operational uncertainty associated with utility coordination, rights-of-way management, undefined timelines, relocation obligations and administration of the current Model Franchise Agreement
- Public impacts, complaints, operational challenges and the effect of current cost allocation provisions on municipal taxpayers
- Costs and risks associated with gas infrastructure within municipal rights-of-way, including impacts on future projects, asset management, and long-term planning
- Unique circumstances of rural and northern municipalities and the associated inequitable outcomes of relocation and decommissioning costs
- Broader public policy considerations

The Municipality of Temagami intended to seek recovery of its reasonable costs for preparing and presenting written and expert evidence in this proceeding. The Municipality further stated that it reserves the right to request leave from the OEB to

³⁹ Ibid

⁴⁰ Municipality of Temagami, [Request for Leave to File Written and Expert Evidence](#), June 30, 2026

introduce supplementary evidence should additional relevant data or information become available at a later stage in the proceeding.

Municipal Group

The Municipal Group proposed to file written and expert affidavit evidence prepared by municipal engineers and infrastructure staff⁴¹ regarding:

- The municipalities' experience managing capital projects, infrastructure, and rights-of-way, including costs, risks, delays, and administrative burdens associated with gas infrastructure and the Model Franchise Agreement
- The impacts of active, decommissioned, and abandoned gas infrastructure in municipal rights-of-way, as well as costs, risks and burdens associated with overcrowding of municipal rights-of-way
- Operational disputes and coordination issues with gas utilities, including challenges related to timelines, relocation obligations, rights-of-way management, and compliance with the Model Franchise Agreement
- Public complaints, studies, articles, reports, applicable laws and broader public policy considerations related to topics including the "user-pay principle", customer choice, affordability, environmental impacts, utility infrastructure expansion, and cost-allocation models, and compliance or review mechanisms

The Municipal Group stated that its proposed evidence is not intended to expand the scope of the proceeding, and that its proposed evidence is relevant to the OEB's assessment of Issues 2, 3, 4, 5, 6, 9, and 10 on the Issues List.

The Municipal Group stated that it does not expect to seek recovery of costs associated with preparing the proposed evidence but will promptly inform the OEB if any costs associated with preparing the evidence or participating in the proceeding is noted.

Enbridge Gas submitted that the Municipal Group's proposed evidence on "*costs, risks and burdens associated with the overcrowding of municipal rights-of-way*" and on "*customer choice, affordability, environmental impacts [and] proliferation of utility*

⁴¹ Municipal Group, [the Corporation of the County of Essex -Request for Leave to File Written Evidence and Expert Evidence](#), June 26, 2026

infrastructure” go beyond the Issues List.⁴² Enbridge Gas noted that these items potentially contradict the direction set out in Procedural Order No. 1 and would invite the OEB to inappropriately consider and set energy policy.

Therefore, Enbridge Gas requested that leave be denied for the filing of the portions of proposed evidence mentioned above.

Regional Municipality of Waterloo

The Regional Municipality of Waterloo proposes evidence that will address Issues 1, 3, 4, 6, and 7 on the Issues List.⁴³ The Regional Municipality of Waterloo stated that its proposed evidence will include:

- The Regional Municipality of Waterloo’s By-law related to the definition of highway
- Documents and evidence relating to the “Dundas Street Project”⁴⁴ including construction diagrams, project-related facts, the Regional Municipality of Waterloo and Enbridge Gas’s submissions to Consumer Protection and Industry Performance, and OEB staff response guidance and clarification letter regarding the cost sharing dispute
- Correspondence between Regional Municipality of Waterloo staff and Enbridge Gas staff regarding the cost sharing dispute
- Excerpts from applicable legislations, such as the *Public Service Works on Highways Act*, R.S.O. 1990, c. P.49

The Regional Municipality of Waterloo also stated that it plans to submit affidavits from staff to support its arguments and requests the right to request leave for additional evidence should it become available at a later time.

⁴² Enbridge Gas, Response to Procedural Order No. 3 (Issues List) and comments on evidence proposals, page 4, July 30, 2026

⁴³ Regional Municipality of Waterloo, [Leave to File Evidence PO2](#), June 26, 2026

⁴⁴ The Dundas Street Project is a multi-year construction project along Dundas Street in the City of Cambridge, involving reconstruction of deteriorated road base, replacement of deteriorated sewers and water main, improvements to cycling facilities, among other work. The Regional Municipality of Waterloo and Enbridge Gas were involved in a cost sharing dispute related to this project (cost sharing dispute).

Town of Cobourg

The Town of Cobourg states that its evidence will provide factual context that addresses the following:

- The Town of Cobourg's experience in obtaining information from, and co-ordinating work with, Enbridge Gas, and how that has impacted the Town of Cobourg's project work
- The Town of Cobourg's experience with other infrastructure owners regarding cost sharing for relocation of aged infrastructure
- The nature of the Enbridge Gas infrastructure location information that Enbridge Gas has been able to provide to Cobourg and the associated activity (including pursuant to the *Ontario Underground Infrastructure Notification System Act, 2012*) and cost required to properly locate and work around Enbridge Gas's existing infrastructure
- Explains what the Town of Cobourg would be looking for in respect of specification of as-built records going forward, and the rationale therefore⁴⁵

The Town of Cobourg states that this evidence would be related to potential amendments to paragraphs 7 and 12 of the Model Franchise Agreement and issues 3, 4, and 7.

The Town of Cobourg states it will engage with other municipalities and parties and in the event that other issues are raised during discussions, it may wish to supplement its evidence with information relevant to such concerns.

Subject to the nature and scope of interrogatories and examination on evidence, the Town of Cobourg also noted that it would expect to claim approximately \$5,400 to \$10,000 in costs, related to its proposed evidence.

Minogi Corporation

Minogi Corporation proposed to file evidence in five areas, drawing on its experience supporting the Mississaugas of Scugog Island First Nation (MSFIN) in municipal, utility,

⁴⁵ Town of Cobourg, [Proposed Evidence](#), June 29, 2026

regulatory, and Crown consultation processes. Minogi Corporation stated that it intends to explain how regulated utility projects proceed without any corresponding Model Franchise Agreement requirement to identify or notify potentially affected First Nations early in the process.⁴⁶

Minogi Corporation states that its proposed evidence will address:

- MSIFN's experiences with relevant municipal gas infrastructure projects, such as the East Gwillimbury Community Expansion Project (leave to construct). Minogi submits that this evidence will address the proposed use of municipal road allowances for new and existing gas infrastructure; the extent to which project planning, environmental review, field investigation occur before substantive engagement with First Nations; and the nature and timing of the project information, mapping, environmental studies, and construction-level plans made available to impacted First Nation.
- Timing and information limitations about infrastructure projects under the Model Franchise Agreement, the impacts on First Nation rights as a result of the fragmented stakeholder roles, and impacts of late or incomplete engagement on the ability of First Nations to meaningfully influence project design, avoidance, mitigation, restoration and monitoring.
- Recurring procedural gaps in utility and municipal consultation processes relevant to the Model Franchise Agreement, including those in relation to First Nation identification and direct notification, complete project location disclosure, stakeholder coordination, capacity funding, protection of Indigenous Knowledge and First Nation data, and tracking consultation commitments, among others.
- Consultation expectations consistent with First Nation engagement and consultation policies, along with recommendations to improve and amend the Municipal Franchise Agreement accordingly
- Best practices drawn from Minogi's and Mississaugas of Scugog Island First Nation's experience with energy infrastructure projects

Minogi Corporation's estimated costs of preparing and presenting the proposed evidence at \$2,500 to \$5,000, including external legal counsel costs.

⁴⁶ Minogi Corporation, [Evidence Request](#), July 14, 2026

Enbridge Gas submitted that certain issues in Minogi Corporation's proposed evidence fall outside the scope of the OEB's jurisdiction or the scope of this proceeding.⁴⁷ As noted by Enbridge Gas, Minogi Corporation's expressed concerns on leave to construct proceedings are governed by Part VI of the *OEB Act* and related regulations, which assesses Indigenous consultation adequacy in relation to the specific facilities in leave-to-construct proceedings. Enbridge Gas similarly submitted that Minogi Corporation's proposed evidence on municipal planning, permitting, and engagement with Indigenous parties relates to matters governed by the *Municipal Act*, 2001, and the *Planning Act*, not the Model Franchise Agreement, which is a contract between the utility and municipality.

Therefore, Enbridge Gas requested that leave be denied for the filing of the portions of proposed evidence mentioned above.

Enbridge Gas

Enbridge Gas filed a letter describing the company's unique position, its proposed evidence, and the likelihood of requesting the opportunity to file reply evidence.⁴⁸

Enbridge Gas stated that it is the most impacted party in this proceeding and that it is the party that has the most or at least much of the evidence that will assist the OEB to make an informed decision. Enbridge Gas stated that it is also uniquely positioned to provide evidence about the operational challenges and financial implications of potential changes to the Model Franchise Agreement.

Enbridge Gas states that its proposed evidence will address Issues 2, 3, 4, 5, 7, and 8. The proposed evidence will be authored by Enbridge Gas witnesses and will focus on administrative changes that Enbridge Gas proposes and potential implications of changes that other parties may suggest, including:

- The frequency of the sale or closing of highways where gas lines are located and associated costs where easements could not be provided over the portion of the highway that is closed or sold
- The frequency and magnitude of costs related to pipeline relocations, which are subject to cost sharing

⁴⁷ Enbridge Gas, Response to Procedural Order No. 3 (Issues List) and comments on evidence proposals, page 4 and 5, July 30, 2026

⁴⁸ Enbridge Gas Inc., Enbridge Gas evidence proposal, June 30, 2026

- Circumstances leading to disputes about the interplay between paragraphs 12 and 15 and cost implications resulting from requiring Enbridge Gas to remove decommissioned pipelines
- Changes to terminology and phrasing used in the Model Franchise Agreement to address outdated wording, as well as terms and descriptors that should be more precise or descriptive
- The use of electronic mapping (GIS mapping) and the sharing of electronic files with municipalities
- Evidence related to Enbridge Gas's proposed changes to self-insure for claims
- Time required to implement changes to existing Model Franchise Agreements and the need and approaches for cost recovery where changes result in additional costs not currently reflected in rates

Enbridge Gas stated that it cannot prepare its evidence in chief without knowing about the evidence and positions of other parties on certain areas and issues.

Accordingly, Enbridge Gas requested an opportunity to file reply evidence, potentially after the initial interrogatory phase, to ensure an appropriate written evidentiary record is in place in advance of the oral hearing. Issues that Enbridge Gas may seek leave to file reply evidence include Issues 1, 3, 4, 6, 7, and 11.

3.2 Findings

The OEB will grant leave to file evidence as requested by the parties in this proceeding. Specifically, Regional Municipality of Waterloo, Municipal Group, County of Simcoe, Town of Cobourg, City of Ottawa, City of Guelph, Municipality of Temagami, Community Coalition, Minogi Corporation, and Enbridge Gas may file evidence in this proceeding in accordance with their evidence request letters.

While the OEB is making provision for the requesting parties to file their proposed evidence, the OEB reminds the parties that this proceeding is intended to be a limited review of the Model Franchise Agreement. All evidence filed should relate in a material way to the issues on the Issues List for this proceeding.

Based on the proposed evidence descriptions, the OEB is granting leave to all requesting parties to file evidence – however, this should not be interpreted as a decision that all evidence subsequently filed is necessarily within the scope of this

proceeding. In addition, the OEB's decision to grant leave to file evidence shall not be taken as an indication of the weight that the OEB will ascribe to each piece of evidence when it renders its findings or conclusions in this proceeding. Rather, the OEB will weigh evidence in accordance with its relevance and materiality to the Issues List in this proceeding, among other factors.

The OEB encourages parties seeking costs for their participation and evidence in this proceeding to review the OEB's [Practice Direction on Cost Awards](#). Among other things, section 5.01 of the Practice Direction makes clear that the OEB may consider whether parties made reasonable efforts to ensure that their participation in the process – including evidence – was focused on relevant and material issues.

The OEB has considered Enbridge Gas's submission that some evidence proposed by the parties may exceed the scope of issues set out by the Issues List in this proceeding. The OEB has taken these concerns into consideration. The OEB finds that it would not be appropriate to exclude evidence that might appear to be out of scope at the outset of this proceeding prior to full examination and discovery. Instead, the OEB's approach in this particular proceeding is to permit all the proposed evidence, subject to the notes and reminders to the parties outlined above.

4 PROCEDURAL CONSIDERATIONS

4.1 Timing and Process for Filing of Evidence

The Town of Cobourg submitted a Procedural Suggestion letter to the OEB on July 6, 2026, proposing that Enbridge Gas file its evidence first, followed by evidence from other parties.⁴⁹ The Town of Cobourg stated that Enbridge Gas's request to file responding evidence is reasonable and would enhance the evidentiary record, and that having Enbridge Gas file first might result in a more focused exchange of information relevant to the issues. The Town of Cobourg also indicated that it has discussed this proposal with counsel for Enbridge Gas, and that Enbridge Gas endorses the proposal.

Pollution Probe supported the Town of Cobourg's procedural suggestion that Enbridge Gas file its evidence and respond to interrogatories in advance of the deadline for other parties to file evidence.⁵⁰

Enbridge Gas requested it be provided six weeks after the OEB's direction on evidence proposals to file its initial evidence.⁵¹ Enbridge Gas also submitted that there should only be one set of interrogatories on the evidence filed by parties in this generic proceeding. Enbridge Gas also requested an opportunity to file reply evidence, potentially after the initial interrogatory phase, to ensure an appropriate written evidentiary record is in place in advance of the oral hearing.

Findings

The OEB is making provision for a process that involves an initial filing of evidence by the gas utilities (i.e., Enbridge Gas and EPCOR Natural Gas LP), followed by interrogatories from all parties on the gas utilities' evidence. After the interrogatory responses on this initial evidence are filed, all other parties will have the opportunity to file their evidence, and a process for interrogatories will be set forth accordingly. The gas utilities will then have an opportunity to file reply evidence, followed by another round of interrogatories from the other parties on their reply evidence. For details about the timelines for these various rounds of evidence and interrogatory filings, please see the Order section below.

⁴⁹ Town of Coburg, [Procedural Suggestion Letter](#), July 6, 2026

⁵⁰ Pollution Probe, [Comments on Stakeholder Evidence and Process Efficiency](#), July 6, 2026

⁵¹ Enbridge Gas Inc., Response to Procedural Order No. 3 (Issues List) and comments on evidence proposals, page 5, July 30, 2026

In addition, following the final round of interrogatory responses, the OEB intends to convene an in-person, transcribed oral component in this proceeding. The details of this component will be communicated by the OEB at a later date. Parties wishing to participate in the in-person oral component of this proceeding should anticipate that it may involve questions from the OEB Panel regarding the party's evidence, interrogatory responses, and their positions on the issues. Provision may also be made for written equivalents for parties who do not wish to participate orally.

5 ORDER

THE ONTARIO ENERGY BOARD ORDERS THAT:

1. The approved Issues List is attached to this Decision as Schedule A. This Issues List cancels and supersedes the prior Issues List that was issued by the OEB on June 16, 2026, in Procedural Order No. 2.
2. **Enbridge Gas Inc. Evidence**
In accordance with the Issues List attached to this Decision and Procedural Order No. 4, Enbridge Gas Inc. shall file its evidence with the Ontario Energy Board, with copy to all parties, by **October 29, 2026**.
3. **Interrogatories**
Parties seeking further information on the evidence filed by Enbridge Gas Inc. shall file written interrogatories with the OEB and send them to all parties by **November 27, 2026**.
4. **Interrogatory Responses**
Enbridge Gas Inc. shall file with the Ontario Energy Board complete written responses to all interrogatories posed to them and serve them on all parties by **December 18, 2026**.
5. **Other Parties' Evidence**
In accordance with the Issues List attached to this Decision and Procedural Order No. 4, all other parties approved to file evidence shall file their evidence with the Ontario Energy Board, with copy to all parties, by **February 1, 2027**.
6. **Interrogatories**
Parties seeking further information on intervenor evidence shall file written interrogatories with the OEB and send them to all parties by **February 15, 2027**.
7. **Interrogatory Responses**
Parties in receipt of interrogatories shall file with the Ontario Energy Board complete written responses to all interrogatories posed to them and serve them on all parties by **March 1, 2027**.
8. **Enbridge Gas Inc. Reply Evidence**
Enbridge Gas Inc. shall file its reply evidence with the Ontario Energy Board, with copies to all parties, by **March 22, 2027**.

9. Interrogatories

Parties seeking further information on the reply evidence filed by Enbridge Gas Inc. shall file written interrogatories with the OEB and send them to all parties by **April 5, 2027**.

10. Interrogatory Responses

Enbridge Gas Inc. shall file with the Ontario Energy Board complete written responses to all interrogatories posed to them and serve them on all parties by **April 19, 2027**.

11. As noted in the body of this Decision and Procedural Order No. 4, the OEB intends to make provision for an in-person oral component of this proceeding. That may entail, among other things, questions from the Panel to parties regarding the evidence, interrogatory responses, and their positions on the issues in this proceeding. Details will be communicated at a later date.

Direction for preparing materials

- Parties must avoid the use of acronyms. Not everyone knows what an acronym means, even if it is common within a specific sector. Avoiding acronyms removes guesswork and ensures the meaning is immediately clear.
- Parties are responsible for ensuring that any documents they file with the OEB, such as applicant and intervenor evidence, interrogatories and responses to interrogatories or any other type of document, **do not include personal information** (as that phrase is defined in the *Freedom of Information and Protection of Privacy Act*), unless filed in accordance with Rule 9A of the OEB's [Rules of Practice and Procedure](#).
- Filings should clearly state the filing date and the sender's name, postal address, telephone number and e-mail address.
- Parties should not append to their evidence entire OEB documents (e.g., decisions, policy documents, guidelines). Rather, parties should provide citations to the documents and a clear and concise summary of the relevant part(s) of the document. Parties are encouraged to use hyperlinks for complete, permanent, and publicly available versions of the documents, when possible.
- Other than for applications or as otherwise required or directed by the OEB, parties are not required to submit a cover letter for materials that are self-evident (e.g., interrogatories, submissions) unless the cover letter includes a request or additional information not included in the materials themselves.
- Parties are strongly encouraged to use bookmarks in their filings to aid in navigation.
- Parties should refrain from quoting material from documents unless it is essential to support their interrogatories or arguments.
- Parties are not required to provide a summary of the procedural history of a proceeding but may refer to that history where and to the extent needed for context to orient an issue or discussion.
- Parties must: (a) disclose where generative artificial intelligence was used to generate content included in a filing and (b) confirm that the accuracy of the portion of the filing generated by generative artificial intelligence has been verified by the party or its representative without the assistance of generative artificial intelligence.

How to file documents with the OEB

- Parties are required to quote file number (i.e., **EB-2026-0009**) for all materials filed and submit them in **searchable/unrestricted PDF format** (i.e., no printing or copying restrictions) with a digital signature through the [OEB's online filing portal](#).
- Parties should use the document naming conventions and document submission standards outlined in the [Regulatory Electronic Submission System \(RESS\) Document Guidelines](#) found at the [File documents online page](#) on the OEB's website.
- Parties are encouraged to use RESS. Those who have not yet [set up an account](#), or require assistance using the online filing portal can contact registrar@oeb.ca for assistance.
- Cost claims are filed through the OEB's online filing portal. Parties are encouraged to visit the [File documents online page](#) of the OEB's website for more information. Parties that are eligible for a cost award and that do not currently have an account in the cost claim portal should create an account as soon as their cost award eligibility has been confirmed by the OEB. All parties shall download a copy of their submitted cost claim for the purposes of service on the party(ies) paying cost awards as per the [Practice Direction on Cost Awards](#).
- All communications should be directed to the attention of the Registrar and be received by **4:45 p.m.** on the required date.
- With respect to distribution lists for all electronic correspondence and materials related to this proceeding, parties must include the Case Manager, Natalya Plummer at Natalya.plummer@OEB.ca and Board Counsel, Tobias Hobbins at Tobias.Hobbins@OEB.ca and Stephanie Pope at Stephanie.Pope@OEB.ca.

Email: registrar@oeb.ca

Tel: 1-877-632-2727 (Toll free)

DATED at Toronto, **August 21, 2026**

ONTARIO ENERGY BOARD

Ritchie
Murray

 Digitally signed by Ritchie
Murray
Date: 2026.08.21
16:10:54 -04'00'

Ritchie Murray
Registrar

SCHEDULE A
MODEL FRANCHISE AGREEMENT GENERIC PROCEEDING
EB-2026-0009
APPROVED ISSUES LIST

A. Paragraph 1: Substantive Definitions

1. Are changes to the definitions in paragraph 1 to address terminology that has substantive implications for the rights and obligations of the parties under the Model Franchise Agreement appropriate?

B. Paragraph 11: Alternative Easement

2. Are changes to the provisions in paragraph 11 of the Model Franchise Agreement pertaining to notice, the availability of easements and cost sharing in the event of the proposed sale or closing of any highway or any part of a highway where there is a gas line in existence appropriate?

C. Paragraph 12: Pipeline Relocation

3. Are changes to the cost sharing provisions as between municipalities and utilities in paragraph 12 of the Model Franchise Agreement relating to the costs associated to pipeline relocations appropriate?
4. Are changes in relation to the notice or time requirements for the completion of relocation under paragraph 12 (e.g. should a time be specified) appropriate? If so, what would be an appropriate amount of time?
5. Are changes to section 12(a) appropriate to align the removal obligation with paragraph 15(b) which indicated that removal of decommissioned parts of the gas system are at the Gas Company's option?

D. Paragraph 15: Disposition of the Gas System & Paragraph 16: Use of Decommissioned Gas System

6. Are changes in relation to paragraph 15 and paragraph 16 of the Model Franchise Agreement relating to the removal of decommissioned pipelines appropriate?

E. Non-substantive administrative updates to the Model Franchise Agreement

7. What updates, if any, to terminology, nomenclature and administrative provisions in the Model Franchise Agreement are appropriate to reflect current operations?

F. Implementation of possible updates to the Model Franchise Agreement

8. If changes to the Model Franchise Agreement are made in this proceeding, how should the updated terms affect existing gas franchise agreements and applications currently before the Ontario Energy Board (e.g. how and when any changes be integrated into existing agreements)?
9. What process should the Ontario Energy Board adopt for future changes to the Model Franchise Agreement, should the need arise?

G. Dispute Resolution Process

10. Are changes appropriate to more clearly define dispute resolution mechanisms and address potential instances of non-compliance with the terms of the Model Franchise Agreement by either the gas utility or the municipality?

H. The Rights of First Nations and Indigenous Communities

11. Are the interests of First Nations and Indigenous communities adequately addressed where municipal actions, utility activities, or the exercise of rights under the Model Franchise Agreement may affect those communities? If not, how might they best be addressed?

I. Paragraph 4: Duration of Agreement and Renewal Procedures

12. Is the current 20-year term within the Model Franchise Agreement appropriate?
13. Is the inclusion of a termination clause within the Model Franchise Agreement appropriate?