

Ms. Nancy Marconi  
OEB Registrar  
Ontario Energy Board  
P.O. Box 2319, 27th Floor  
2300 Yonge Street  
Toronto, ON M4P 1E4

December 13, 2024

**EB-2024-0111 Enbridge 2024 Rebasing – Phase 2**  
**Pollution Probe Letter on Settlement Proposal Approval Decision**

Dear Ms. Marconi:

Pollution Probe is in receipt of Enbridge's letter dated December 12, 2024 pertaining to Enbridge comments on the OEB's Decision accepting the Settlement Proposal. Enbridge confirmed in its letter that the comments reflect solely Enbridge's position and are not meant to speak on behalf of other parties, which is appropriate. Pollution Probe provides the following comments below which represent its understanding of the issues highlighted and how they applies to OEB actions or decision in this proceeding or other related proceedings in the future (including Phase 3).

The wording in the Settlement Agreement was intended to be specific and focused solely on the items settled. Notes were provided where parties thought it would be useful to provide additional clarity to the OEB. One example is footnote 4 related to Cost of Capital as outlined in Enbridge's letter. To the extent that the Settlement Agreement does not include specific wording on an item, it provides the ability for parties to take any position they feel is appropriate and also for the OEB to apply any process and actions it believes is appropriate. The OEB is factually correct when it indicates its view that "nothing in the settlement proposal precludes the OEB from imposing consequences through the compliance process or the process that applies to the disposition of IRP-related deferral and variance accounts, in the event that Enbridge Gas fails to deliver on what it has agreed.". The OEB retains the ability to put in place any actions (including incentives or consequences) that it feels is appropriate to drive future outcomes or remediate current shortfalls in appropriate action by Enbridge. There is nothing in the Settlement Agreement that impacts that ability. One example is the inclusion of IRP compliance in Phase 3<sup>1</sup>. The OEB has the ability to assess compliance with IRP requirements and to take actions to remedy any shortfalls. This same flexibility applies to all issues not specifically addressed in the Settlement Agreement. Similarly, the Settlement Agreement does not

---

<sup>1</sup> Exhibit N Tab 1 Schedule 1 Page 11

constrain any party from making a proposal or taking a position on any unsettled item in Phase 2, Phase 3 or future proceedings.

Respectfully submitted on behalf of Pollution Probe.



---

Michael Brophy, P.Eng., M.Eng., MBA

Michael Brophy Consulting Inc.

Consultant to Pollution Probe

Phone: 647-330-1217

Email: [Michael.brophy@rogers.com](mailto:Michael.brophy@rogers.com)

Cc: Enbridge (via [EGIRegulatoryproceedings@enbridge.com](mailto:EGIRegulatoryproceedings@enbridge.com))

All Parties (via email)

Richard Carlson, Pollution Probe (via email)