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VIA RESS and EMAIL

January 29, 2026

Ritchie Murray
Acting Registrar
Ontario Energy Board
2300 Yonge Street, 27th Floor
Toronto, Ontario M4P 1E4

Dear Ritchie Murray:

**Re: EB-2025-0065 – Enbridge Gas Inc. (Enbridge Gas)
5-Year Gas Supply Plan – Reply Argument**

In accordance with the Ontario Energy Board's (OEB) letter, dated December 12, 2025, enclosed please find the Reply Argument of Enbridge Gas.

Should you have any questions on this matter please contact the undersigned.

Sincerely,

Richard Wathy

Richard Wathy
Technical Manager, Regulatory Applications

cc: David Stevens, Aird & Berlis LLP
Interested Parties EB-2025-0065

ONTARIO ENERGY BOARD

**REVIEW OF ENBRIDGE GAS 5-YEAR GAS
SUPPLY PLAN**

ENBRIDGE GAS INC.

REPLY ARGUMENT

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A. OVERVIEW

1. As required under the OEB's Framework for the Assessment of Gas Distributor Gas Supply Plans (the Framework)¹, Enbridge Gas Inc. (Enbridge Gas, or the Company) filed a 5-Year Gas Supply Plan for the years 2026-2030 (5-Year GSP). Enbridge Gas's filing also included the 2025 Annual Update for its gas supply plan.
2. The OEB's Issues List asks whether Enbridge Gas has met each of the OEB's expectations from the Framework for a 5-year gas supply plan and annual update. As set out in Argument in Chief (AIC), Enbridge Gas submits that the answer is "yes", in each instance.
3. Fourteen parties² filed submissions in response to Enbridge Gas's AIC. In general, parties support or do not oppose the 5-Year GSP and 2025 Annual Update. Almost all parties acknowledge that the gas supply plans balance the OEB's guiding principles of cost-effectiveness, security of supply and reliability, and public policy.
4. Within this Reply Argument, Enbridge Gas responds to the main arguments advanced by other parties.³ Enbridge Gas will not attempt to respond to every item raised by intervenors. However, failure to respond to any particular item should not be interpreted as acceptance or agreement by Enbridge Gas.
5. Two main issues related to the 5-Year GSP are raised by intervenors for consideration by the OEB. Neither should be adopted.
 - a) GFN and Minogi/TFG submit that the 5-Year GSP should not be approved until Enbridge Gas has undertaken specific engagement with Indigenous groups. They submit that Enbridge Gas has failed to meet the public policy guiding principle, and argue that reconciliation should be part of the consideration of public policy objectives.

¹ EB-2017-0129 Report of the Ontario Energy Board, Framework for the Assessment of Distributor Gas Supply Plans (Framework).

² OEB Staff (OEB staff), Building Owners and Managers Association (BOMA), Canadian Manufacturers & Exporters (CME), Consumers Council of Canada (CCC), Energy Probe Research Foundation (EP), Environmental Defence (ED), Federation of Rental-housing Providers of Ontario (FRPO), Ginoogaming First Nation (GFN), Industrial Gas Users Association (IGUA); Minogi Corporation (Minogi) & Three Fires Group Inc. (TFG), Pollution Probe (PP), School Energy Coalition (SEC), and Vulnerable Energy Consumers Coalition (VECC).

³ In AIC, Enbridge Gas set out its position on each of the Issues from the Issues List. The responding submissions from most other parties did not follow the same format. Accordingly, Enbridge Gas has grouped its Reply Argument by topic, rather than by issue.

Enbridge Gas does not agree with GFN and Minogi/TFG. The filing of the gas supply plan does not trigger the duty to consult. Engagement is being achieved through GFN and Minogi/TFG participating in this regulatory proceeding. Continued engagement will take place through the Indigenous Working Group (IWG).

- b) FRPO filed a proposal for Enbridge Gas to purchase a portion of its winter gas supply through forward fixed-price purchase contracts. Several parties support this proposal on a limited basis.

FRPO's proposal is improper. It includes large amounts of evidence, presented in argument with no prior testing or supporting witnesses. The proposal is premised on many untested assumptions. The proposal amounts to risk management or hedging, which the OEB has previously disallowed. Enbridge Gas should not be required to implement FRPO's proposal.

6. Enbridge Gas requests that the OEB issue a Decision and/or Order that includes a positive determination on each of Issues #1-6, finding that the 5-Year GSP and 2025 Annual Update meet the OEB's Guiding Principles and are reasonable and complete. If the OEB finds it appropriate to issue an Order approving the 5-Year GSP, the OEB's Decision should make clear that Enbridge Gas may vary from the 5-Year GSP as circumstances change.
7. OEB staff recommends that future 5-Year GSPs should be filed and reviewed within a rebasing application, so that they can be considered together with key underpinnings such as demand forecast and design day methodology. OEB staff further proposes that future Annual Updates only be required where there are significant changes from the approved 5-Year GSP. Enbridge Gas agrees that each of these changes would be efficient and appropriate.

B. PARTIES GENERALLY SUPPORT ENBRIDGE GAS'S GAS SUPPLY PLAN

8. For the most part, other parties support Enbridge Gas's 5-Year GSP and 2025 Annual Update. Key submissions are highlighted below.
9. OEB staff summarizes its position as follows:

OEB staff has no significant concerns with Enbridge Gas's five-year GSP and submits that it appropriately balances the OEB's Guiding Principles as outlined in the Gas Supply Plan Framework (Framework) and adequately meets the gas supply needs of ratepayers.⁴

⁴ OEB staff Submission, page 1.

10. Other parties similarly support or endorse the 5-Year GSP.

- a) BOMA *“has no substantial concerns with EGI’s 5-Year GSP”*.⁵
- b) CCC notes that it *“agrees with Enbridge Gas that its 5-Year GSP reasonably balances the principles of cost-effectiveness, reliability and security of supply”*.⁶
- c) CME submits that *“In general ... EGI’s GSP appropriately reflects and balances the three gas supply principles set out by the OEB.”*⁷
- d) EP submits that *“the 5-year gas supply plan appropriately reflects and balances the three OEB gas supply guiding principles in a way that is prudent and delivers value to customers”*.⁸
- e) IGUA commends Enbridge Gas for *“the quality and transparency of the Gas Supply Plan filing”*.⁹
- f) SEC *“broadly supports the Gas Supply Plan as a reasonable approach for procuring the natural gas commodity required to serve its customers”* and states that *“the Gas Supply Plan appears to properly consider the guiding principles set out in the Gas Supply Framework”*.¹⁰
- g) VECC states that *“Overall, we believe EGI carries out prudent gas planning”* and that *“it is evident that EGI has considered cost-effectiveness, reliability and security of supply as public policy as set out in the OEB’s Framework”*.¹¹

11. On other topics included in the OEB’s Issues List, parties generally support (or do not dispute) that Enbridge Gas has met the OEB’s expectations. For example,

- a) OEB staff¹² and others¹³ agree that Enbridge Gas has included appropriate demand forecast analysis.
- b) Parties agree that Enbridge Gas has included appropriate gas supply plan outlook information.¹⁴
- c) OEB staff¹⁵ and others¹⁶ agree that Enbridge Gas has provided appropriate presentation of its consideration and treatment of public policy matters.

⁵ BOMA Submission, page 1.

⁶ CCC Submission, page 1.

⁷ CME Submission, page 1.

⁸ EP Submission, page 1.

⁹ IGUA Submission, page 1.

¹⁰ SEC Submission, page 1.

¹¹ VECC Submission, page 2.

¹² OEB staff Submission, pages 3-8.

¹³ BOMA Submission, page 2; EP Submission, page 3; VECC Submission, page 3.

¹⁴ EP Submission, page 3; VECC Submission, page 3.

¹⁵ OEB staff Submission, pages 11-14.

¹⁶ IGUA Submission, page 2; and EP Submission, page 2.

- d) OEB staff¹⁷ and others¹⁸ agree that the 2025 Annual Update is complete and adequate, and specifically note that the 2024 Vector contract renewal is reasonable¹⁹.
- e) OEB staff²⁰ and others²¹ agree that Enbridge Gas has taken an appropriate approach to performance measurement.
- f) OEB staff²² and others²³ support Enbridge Gas's planned approach to execution of the 5-Year GSP, including the implementation of changes resulting from Phase 2 of the 2024 Rebasing Proceeding in a future Annual Update.
- g) Other than as addressed below, no party indicates that Enbridge Gas has failed to respond appropriately to previous commitments or OEB decisions that relate to the 5-Year GSP.

12. Different from the general support for the 5-Year GSP filing from other parties, PP's Submission includes many allegations that the filing is not sufficient (as well as other unsubstantiated allegations²⁴). However, PP provides few actual examples of the deficiencies, often alleging failures in the filing without providing details of what is actually missing.²⁵ In some areas where PP alleges gaps, the allegation is clearly misplaced. For example, PP alleges that Enbridge Gas has improperly failed to reflect recent Ontario government policy such as the Integrated Energy Plan (IEP) in its filing and has failed to include multiple demand scenarios as mandated by the IEP.²⁶ This ignores the fact that the IEP was released after the 5-Year GSP was prepared and filed.²⁷ New developments such as the IEP will be reflected in future GSPs.

13. A key area of focus from PP is performance measurement (which PP mistakenly refers to as a "scorecard"). PP alleges that performance measurement metrics must be reviewed in a future proceeding.²⁸ Notably, however, PP does not point to specific performance

¹⁷ OEB staff Submission, page 3.

¹⁸ EP submission, page 3, VECC Submission, page 4.

¹⁹ OEB staff Submission, pages 3 and 9-10. See also VECC Submission, page 4.

²⁰ OEB staff Submission, pages 3 and 15-17.

²¹ EP Submission, page 3 and VECC Submission, page 3.

²² OEB staff Submission, page 3.

²³ EP Submission, page 3; VECC Submission, page 3.

²⁴ See, for example, PP's inflammatory and untrue allegation that Enbridge Gas evidence in the 2024 Rebasing case suggested that the natural gas system is in decline (e.g. death spiral) – see PP Submission, page 4.

²⁵ For example, PP alleges that Enbridge Gas fails to address public policy, but fails to point to aspects of public policy in place at the time of the 5-Year GSP filing that are omitted (see PP Submission, pages 8-9 and 10).

²⁶ PP Submission, pages 12-13.

²⁷ This was discussed in Exhibit I.2-STAFF-11 and Exhibit I.6-PP-12.

²⁸ PP Submission, pages 14-15.

measurement metrics that should be added or modified other than regarding the Company's limited procurement of RNG and hydrogen, which constitute an insignificant proportion of the gas supply plan,²⁹ and for which the Company does not have any current plans to expand procurement.³⁰ No other party raises concerns with performance measurement. Enbridge Gas submits that the OEB should find that the 5-Year GSP appropriately addresses the performance measurement expectations of the Framework.

C. INDIGENOUS ENGAGEMENT IS NOT A REQUIREMENT OF THE GAS SUPPLY PLAN PROCESS

14. Each of GFN and Minogi/TFG argue that Enbridge Gas has failed to meet expectations and requirements of engagement and consultation with the 5-Year GSP. GFN asserts that the OEB should reject the 5-Year GSP until the identified issues are properly addressed.³¹
15. Key matters raised by GFN in its submissions are the following:
- a) The 5-Year GSP does not include any specific review of concerns or interests of Indigenous people and Enbridge Gas did not engage or consult with First Nations or the Indigenous Working Group (IWG) in its initial development of the 5-Year GSP.³²
 - b) The 5-Year GSP impacts First Nations and their lands. GFN's position is that the choices that Enbridge Gas makes in terms of upstream transportation options has implications for First Nations in terms of the amount of infrastructure maintenance and monitoring on First Nations territories and risks of stranded assets. GFN says that this is an important consideration, even where the infrastructure at issue is not owned by Enbridge Gas.³³
 - c) The 5-Year GSP is inconsistent with established public policy and developing case law relating to reconciliation. GFN asserts that public policy includes reconciliation, including through the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP), and that there is a heightened obligation on the OEB to ensure that its policy frameworks are adequately constructed to advance reconciliation and ensure that Indigenous interests are properly reflected.³⁴
 - d) Enbridge Gas should be required to discuss future gas supply plans and annual updates with the IWG with sufficient time to allow for raising of Indigenous interests and concerns that can be addressed before the submission to the OEB.³⁵

²⁹ Exhibit I.6-PP-17.

³⁰ Exhibit I.4-PP-6 a).

³¹ GFN Submission, page 2.

³² GFN Submission, page 3. See also Minogi/TFG Submission, pages 2 and 5 to 6.

³³ GFN Submission, page 2.

³⁴ GFN Submission, pages 4-5.

³⁵ GFN Submission, page 7. See also Minogi/TFG Submission, pages 9 to 10.

16. Minogi/TFG make similar submissions, and add the following items:
- a) Enbridge Gas has not addressed the expectation from the 2024 OEB Staff Report to set out and address Indigenous concerns in the 5-Year GSP.³⁶
 - b) Future gas supply plans and annual updates should “include sections specifically addressing how First Nations were engaged, which should include, at minimum, an identification of any First Nations concerns, and the actions being taken or considered by EGI to address such concerns.”³⁷
17. Enbridge Gas submits that it has acted in a manner that is consistent with the OEB’s expectations under the Framework. The 5-Year GSP is a procurement plan for natural gas and transportation and storage services applicable to all customers that does not raise the Indigenous engagement and consultation expectations asserted by GFN and Minogi/TFG. GFN and Minogi/TFG have been full participants in this adjudicated regulatory review process. Additionally, given the interest expressed by GFN and Minogi/TFG, the Company will meet with the IWG in the coming months to share information regarding gas supply planning and to answer questions raised by the IWG.
18. This approach is consistent with OEB staff’s recommendations in its OEB Staff Report on the 2024 Annual Update, which were endorsed by the OEB:
- The GSP review process provides – and should continue to provide – an opportunity for interested First Nations customers to participate. As noted above, in addition to the GSP process, the IWG is designed to address in greater detail the concerns raised by Three Fires & Minogi such as Demand Side Management (DSM) programs for First Nation communities and energy transition topics, such as stranded assets. Having an adjudicative process to review Enbridge Gas’s next five-year GSP – as recommended below – would allow the OEB to consider whether any specific First Nations concerns need to be addressed in subsequent Annual Updates.*³⁸
19. The Minogi/TFG Submissions suggest that engagement is required prior to filing the 5-Year GSP, because of both system-wide risks or impacts, and because of impacts to their rights and lands.³⁹ GFN is explicit in arguing that engagement is required prior to filing the 5-Year

³⁶ Minogi/TFG Submission, page 5.

³⁷ Minogi/TFG Submissions, page 6.

³⁸ [OEB Staff Report to the Ontario Energy Board Review of 2024 Annual Update to Enbridge Gas Inc. Natural Gas Supply Plan](#) (EB-2024-0067), pages 40-41 and 47. See also [OEB letter dated January 15, 2025](#) confirming the EB-2024-0067 OEB Staff Report which indicated that “*The OEB has reviewed the Staff Report and endorses its recommendations summarized in Appendix B of the Staff Report.*”

³⁹ See Minogi/TFG Submissions, pages 2-5.

GSP because of the potential “impact that supply decisions will have on the traditional territories of First Nations that the pipelines of EGI and its suppliers cross.”⁴⁰

20. While GFN and Minogi/TFG do not explicitly rely on the duty to consult, the argument that engagement must happen at the formative stages of a project or policy to mitigate impacts relies upon the duty to consult jurisprudence. The established law indicates that the duty to consult may arise with respect to “high-level managerial or policy decisions that may potentially affect the future exploitation of a resource to the detriment of Aboriginal claimants.”⁴¹ This judicial direction is intended to acknowledge that high-level decisions, including those made in the planning and development stages, could “set the stage for further decisions that will have a *direct* adverse impact on land and resources.”⁴²
21. The duty to consult, and potentially accommodate, arises when the Crown has knowledge of the potential existence of established or credibly asserted Aboriginal or treaty rights protected by section 35 of the *Constitution Act, 1982*, and contemplates conduct that has the potential to adversely affect those rights, including through impacts to Indigenous communities’ traditional or treaty territories.⁴³ The regulatory process can be relied upon in fulfilling the Crown’s duty to consult.⁴⁴
22. One of the three key elements of the duty to consult is “the potential that the contemplated conduct may adversely affect an Aboriginal claim or right.”⁴⁵ The Supreme Court of Canada has been clear that while “a generous, purposive approach to this element is in order”, “[m]ere speculative impacts ... will not suffice.”⁴⁶

⁴⁰ GFN Submissions, page 1; see also page 3.

⁴¹ [Rio Tinto Alcan Inc. v. Carrier Sekani Tribal Council](#), 2010 SCC 43 at para. 87.

⁴² [Rio Tinto Alcan Inc. v. Carrier Sekani Tribal Council](#), para. 47. ⁴³ [Haida Nation v. British Columbia \(Minister of Forests\)](#), 2004 SCC 73 at para. 35; [Mikisew Cree First Nation v. Canada \(Minister of Canadian Heritage\)](#), 2005 SCC 69 at paras. 47-48.

⁴³ [Haida Nation v. British Columbia \(Minister of Forests\)](#), 2004 SCC 73 at para. 35; [Mikisew Cree First Nation v. Canada \(Minister of Canadian Heritage\)](#), 2005 SCC 69 at paras. 47-48.

⁴⁴ [Chippewas of the Thames First Nation v. Enbridge Pipelines Inc.](#), 2017 SCC 41 at para 21; [Rio Tinto Alcan Inc. v. Carrier Sekani Tribal Council](#), para. 56

⁴⁵ [Rio Tinto Alcan Inc. v. Carrier Sekani Tribal Council](#), para 31.

⁴⁶ [Rio Tinto Alcan Inc. v. Carrier Sekani Tribal Council](#), para. 46. This was recently affirmed by the Ontario Court of Appeal, which summarized appellate courts’ interpretation of the meaning of “mere speculative impacts” stating that “the impact “must be more than speculative” – it must have some *appreciable* and *current* potential to adversely impact the substance of a claimed right” and that

23. The 5-Year GSP does not set the stage in terms of initiating an irrevocable course of action that will deny further engagement or consultation. The activities planned and described in the 5-Year GSP are not of a nature that will have impacts on lands and resources that have the potential to adversely affect rights and claims protected under section 35 of the *Constitution Act, 1982*.
24. The “impacts” that are contemplated by the 5-Year GSP, which are framed in accordance with the OEB Framework as “risks”, include risks such as forecast risk (for both weather and demand), pricing risk, supply interruption risk, storage and transportation interruption risk and risk of under or over-contracting. These are risks to all customers, even if to varying degrees, that rely on Enbridge Gas to supply gas.
25. Any potential for adverse impacts on Aboriginal claims or rights with regard to the 5-Year GSP are speculative at this stage and may not arise at all.
26. Enbridge Gas has already acknowledged that where activities related to the supply of gas have the potential to have adverse impacts on Indigenous communities’ traditional lands or section 35 rights, consultation would be required.⁴⁷ For example, where gas supply decisions contribute to the need for new facilities, then there may be a role for engagement and consultation in relation to the new facilities.
27. GFN and Minogi/TFG argue that the case law developing in relation to UNDRIP and the federal *United Nations Declaration on the Rights of Indigenous Peoples Act* (UNDA) increases engagement requirements.⁴⁸ GFN’s position that the developing law increases engagement requirements grounds its assertions that gas supply plans and annual updates should not be filed until Indigenous interests and concerns have been addressed.⁴⁹

“There is a distinction between harms that are concretely possible and harms that are speculative” – see [Association of Iroquois and Allied Indians v. Ontario \(Environment, Conservation and Parks\)](#), 2024 ONCA 436 at para. 77, and jurisprudence cited therein.

⁴⁷ EB-2024-0067, Stakeholder Conference Transcript, pages 22-23, as cited in the GFN Submission at page 3.

⁴⁸ GFN Submission, pages 4-6; and Minogi/TFG Submission, pages 3-4.

⁴⁹ GFN Submissions, page 7.

28. The UNDA⁵⁰ sets out a framework for the implementation of UNDRIP in Canada. The operative provisions in the UNDA provide: 1) a commitment to seek to harmonize the laws of Canada with UNDRIP; and 2) a commitment to prepare an action plan to achieve the objectives of UNDRIP.⁵¹ The operative provisions do not extend beyond those commitments, which are designed to foster a process that aligns federal laws with UNDRIP over time.⁵²

29. The OEB has previously found that the UNDA is not binding on the OEB, stating as follows:

.... the OEB finds that it does not have separate jurisdiction to conduct consultation, assess the adequacy of Crown consultation, or consider the issue of “free, prior and informed consent” under the UNDRIP Act for the following reasons:

- 1. The federal government does not have the constitutional authority to enact legislation that changes validly enacted provincial laws relating to provincial undertakings, such as the OEB Act.*
- 2. Consistent with the division of powers, the obligation to align the “laws of Canada” with UNDRIP over time in section 5 of the federal UNDRIP Act is limited to federal laws and does not include provincial laws.*
- 3. There have been numerous statements by the federal government before and after the passage of the federal UNDRIP Act confirming that the legislation was not intended to impact provincial laws and decision-making.*

*The OEB therefore finds that the federal UNDRIP Act is not binding on the OEB.*⁵³

30. In terms of the “developing case law” cited by GFN, Enbridge Gas cautions the OEB that it should not rely on the *Kebaowek* decision referred to by GFN. This is a lower court decision, currently under appeal and it does not directly apply in the circumstances of consideration of a gas supply plan. The case relates to federal laws and tribunals, and

⁵⁰ SC 2021, c 14 [UNDA] Received royal assent and came into force on June 21, 2021.

⁵¹ UNDA, ss 5-6.

⁵² Dwight Newman, KC and Jenna Renwick, [Uses and abuses of UNDRIP in Canadian courtrooms - Energy Regulation Quarterly](#) (October 2025). See also, [Statement by Minister Lametti on the first annual progress report on the implementation of the United Nations Declaration on the Rights of Indigenous Peoples Act - Canada.ca](#) (June 21, 2022).

⁵³ EB-2022-0140 [Decision and Order](#), Hydro One Networks Inc. (Transmission LTC case), November 24, 2022, page 13.

addresses whether and how the duty to consult obligation under section 35 may be impacted by rights and obligations under UNDRIP and the UNDA.⁵⁴

31. The orders requested by GFN and Minogi/TFG, while relying on the application of UNDRIP and reconciliation, would in effect import the duty to consult into the process of developing the gas supply plan. This is not supported by law, or necessity. As already stated, the duty to consult is not triggered by the filing of the gas supply plan. The developing case law related to UNDRIP or reconciliation does not impose a higher level of consultation or engagement where such a requirement does not otherwise exist.
32. Additionally, GFN and Minogi/TFG submit that “reconciliation should form part of EGI’s consideration of relevant public policy objectives” in meeting the expectations of the Framework.⁵⁵ Minogi/TFG submit that “reconciliation is the process of establishing and maintaining a mutually respectful relationship between Indigenous and non-Indigenous peoples in Canada”.⁵⁶
33. To be clear, Enbridge Gas is committed to advancing reconciliation. This is set out in Enbridge’s own policies such as the Indigenous Peoples Policy and the Indigenous Reconciliation Action Plan.⁵⁷ Enbridge Gas is also committed to advancing reconciliation through the IWG.
34. As Minogi/TFG state, reconciliation is a process.⁵⁸ It is not a final legal remedy⁵⁹ or an outcome in a specific regulatory process. It is also not consistent with the concept of “public policy” in the sense that is referenced as a Guiding Principle for the assessment of gas supply plans.
35. The public policy Guiding Principle under the Framework requires that “*a distributor is to identify and demonstrate the public policy that their gas supply plan is supporting and how*

⁵⁴ [Keaowek First Nation v. Canadian Nuclear Laboratories](#), 2025 FC 319. See, for example, para. 82.

⁵⁵ GFN Submissions, pages 1 and 6; see also Minogi/TFG Submissions, pages 4 and 7.

⁵⁶ GFN Submissions, pages 3 and 4 citing the Truth and Reconciliation Commissions, “Honouring the Truth, Reconciling for the Future”, page 6.

⁵⁷ The Enbridge Indigenous Peoples Policy and the Indigenous Reconciliation Action Plan are filed at Exhibit I.1-GFN-1, Attachments 1 to 3.

⁵⁸ [Beckman v. Little Salmon/Carmacks First Nation](#), 2010 SCC 53 at para. 10.

⁵⁹ [Haida Nation v. British Columbia \(Minister of Forests\)](#), para. 35.

they've balanced achieving this with the other guiding principles in this Framework."

Importantly, the Framework stipulates that this relates to "*public policy initiatives that are in effect rather than proposed public policy initiatives*". Stated differently, "public policy" in this context relates to defined and articulated governmental policies and directives. For example, in the 5-Year GSP, Enbridge Gas has identified the alignment of the GSP with such public policies as international agreements, United States tariffs, and federal and provincial strategies and regulations.⁶⁰ These are specific initiatives with definable and measurable targets or outcomes that can be aligned with the other two Guiding Principles of cost-effectiveness and reliability and security of supply.

36. Enbridge Gas does not want to suggest that reconciliation as a process and a goal is not important. However, reconciliation is not an Ontario public policy that applies directly to gas supply planning.⁶¹ Reading reconciliation into the Framework's public policy Guiding Principle would put the OEB in the position of adjudicating whether reconciliation is "achieved", with no clear guidelines on what that may mean. What if one or some Indigenous communities are in agreement that the reconciliation aspect of public policy is achieved in a GSP, and others do not? Is consensus or unanimity required? This is very different from assessing whether Enbridge Gas has appropriately taken into account the uncertainties caused by unpredictable U.S. tariffs or has appropriately considered the number of new customers added as a result of the Ontario Natural Gas Expansion Program.⁶²
37. Enbridge Gas submits that reconciliation can, and will, continue to be advanced through other forums and processes such as the IWG. Indeed, the IWG provides a forum for discussions that are related or relevant to gas supply planning, including rates, Indigenous customer engagement and Demand Side Management.⁶³
38. Enbridge Gas has committed to meeting with the IWG to discuss the gas supply planning process, as well as related areas of interest. Enbridge Gas is open to having gas supply

⁶⁰ Prefiled evidence, page 63.

⁶¹ GFN refers to recent Ontario government policy documents that cite the role of engagement with Indigenous communities in energy planning (GFN Submission, pages 4-5) – this is more relevant to energy projects and infrastructure than to natural gas commodity procurement plans.

⁶² Prefiled evidence, pages 64 and 66.

⁶³ Rebasing Phase 1 Settlement – EB-2022-0200 [Settlement Proposal](#), Issue 4, pages 16-22.

planning as an ongoing topic area for IWG meetings. Input from these discussions could inform future gas supply plans. This is in addition to the information and position sharing that will happen in OEB proceedings to review gas supply plans (in which Indigenous intervenors already participate).

39. Enbridge Gas does not agree, however, that it is necessary or practical to have an additional annual engagement requirement prior to the GSP submission to the OEB each year.⁶⁴ This would be very difficult from a timing perspective, because the Annual Update filing is typically completed just before the filing date. Additionally, given that the Annual Updates generally report upon decisions that have already been made and are being implemented, any suggestions received through the IWG review process would not impact the current year Annual Update being presented.

D. FRPO's PROPOSAL FOR FORWARD FIXED-PRICE PURCHASES SHOULD NOT BE ACCEPTED

40. FRPO filed a 20-page argument, asserting that Enbridge Gas should be required to purchase more than 33% of its winter gas supply by entering into fixed-price purchase contracts more than four months in advance of delivery of the gas during the winter season, in order to increase price stability.
41. Effectively, FRPO's fixed-price purchase proposal is an evidentiary filing, proposing that Enbridge Gas should take a similar approach to gas procurement as FRPO's representative apparently uses for one or more of his utility clients. None of FRPO's evidence has been tested in this proceeding.
42. Notwithstanding the repeated references to "load balancing" in FRPO's Submission, FRPO's fixed-price purchase proposal amounts to "risk management" or "hedging", as acknowledged by FRPO.⁶⁵ Enbridge Gas is being asked to purchase a significant amount of its winter gas supply requirements at a fixed price, farther in advance of when the gas will be delivered. Given that these forward purchases would occur no less than four months in advance of their delivery (i.e., by August 31 for delivery no sooner than December 1), Enbridge Gas expects the fixed-price paid will reflect limited winter season market

⁶⁴ See GFN Submissions, page 7; and Minogi/TFG Submissions, page 10.

⁶⁵ FRPO Submission, page 17.

information (i.e., incomplete storage inventory and weather forecast data based primarily on historical averages). Accordingly, the fixed-price paid may be more or less than the price paid had the gas been purchased using the Company's current approach and closer to the time that those volumes are actually delivered during the winter season, when market prices would reflect relevant economic fundamentals (i.e., actual storage inventory, and more reliable short-term weather forecast data). Many years ago, the OEB directed Enbridge Gas Distribution (EGD) and Union Gas (Union) to discontinue their previous risk management programs, because of their marginal benefits and considering the price stability already provided to customers by the equal billing program and QRAM processes.⁶⁶ The OEB has never reversed that direction.

43. There are problems with the rationale and details of FRPO's fixed-price purchase proposal. Some of the support that FRPO cites for its approach may be flawed. However, because Enbridge Gas has not been able to fully understand and test FRPO's proposal, it is hard to reach definitive conclusions. Further, while it appears that FRPO's proposal is premised upon a need for improved Dawn winter price stability, FRPO offers no evidence or references to support that need or to establish that the Company's current procurement approach is in any way inadequate in this regard.

44. For all of these reasons, Enbridge Gas submits that FRPO's fixed-price purchase proposal should be rejected. Each of the topics noted above is discussed in more detail in the following subsections.

(i) FRPO's fixed-price purchase proposal is improper – it is premised on inadequate and untested evidence and advanced for the first time in argument

45. In Procedural Order No. 1, the OEB directed parties who wish to file evidence (including expert evidence) to submit a request in accordance with Rule 13 of the OEB's Rules of Practice and Procedure by July 30, 2025.

46. No party, including FRPO, made any request to file intervenor evidence.

47. If this fixed-price purchase proposal was being made by Enbridge Gas, there would be an expectation that objective evidence be provided and tested in advance of the argument

⁶⁶ EB-2006-0034 and EB-2007-0606, respectively.

phase of the proceeding. Where an intervenor is making a proposal that the utility would have to adopt, the same standard should apply.

48. Enbridge Gas submits that where the OEB is being asked to approve or endorse a proposal that is different from what the applicant proposes, the proponent of the proposal should be expected and required to provide evidence to explain and justify that proposal. This should be done at a time when the evidence can be tested, not in final argument.⁶⁷
49. FRPO's fixed-price purchase proposal is premised on many pages of argument that are effectively new and untested evidence. FRPO uses the headings "Demand Forecast Components"⁶⁸, "Tools Available to Meet Demand"⁶⁹ and "The Right Combination of Tools to Meet All Demands"⁷⁰ to provide its own summary of what FRPO says should be taken into account by Enbridge Gas when considering gas procurement options. The six pages of submissions on these topics set out FRPO's views on these items, without a single reference to the evidence filed in this (or any other proceeding). This is a clear example of evidence being filed under the guise of argument.
50. FRPO's argument continues with eleven pages of submissions detailing FRPO's fixed-price purchase proposal. FRPO's proposal is prescriptive and specific – the OEB is asked to order Enbridge Gas to purchase 20 to 25 PJ of gas for December to March deliveries through three to five fixed-price transactions spaced through the year with none after August 31st.⁷¹
51. While there is a long list of reasons that FRPO's approach should not be endorsed and approved, Enbridge Gas will provide two examples that illustrate the inherent problems with approving this untested proposal.
- a) FRPO sets out a prescription for how the OEB should order fixed-price purchase contracting to proceed (20 to 25 PJ over 3 to 5 transactions at fixed times at least 4 months before delivery during the winter season).

No explanation is provided about why this is the optimal approach. No opportunity is provided for Enbridge Gas to suggest different strategies. The fact that this prescriptive approach is untested and risky is confirmed by the fact that

⁶⁷ EB-2016-0186 [Decision and Order](#), February 23, 2017 (Union Gas LTC), page 3.

⁶⁸ FRPO Submission, pages 2-3.

⁶⁹ FRPO Submission, pages 3-4.

⁷⁰ FRPO Submission, pages 4-7.

⁷¹ FRPO Submission, page 7.

while three parties endorse FRPO's approach in principle (CCC, CME and SEC), none of these parties agree with the scale and scope of what is proposed. Instead, each of these other parties suggest that the OEB should start with a limited-scale pilot project.⁷²

- b) FRPO concludes its proposal by stating that "our representative in this proceeding has applied a similar approach in providing gas management services to natural gas utilities with empirical results demonstrating the prudence of this approach."⁷³ FRPO then continues to provide an example of a US utility that FRPO says uses a similar approach that operates as a "hedge against price volatility".⁷⁴

There are apparently real-world examples of what FRPO is proposing. Yet, these examples have not been presented and explained to the OEB. If given the opportunity, Enbridge Gas (and presumably other parties) would have numerous questions for FRPO to better understand the real-world examples where fixed-price purchase contracting is successfully being used for the purposes advanced by FRPO.

(ii) FRPO's fixed-price purchase proposal is risk management, which is not currently permitted

52. As explained in FRPO's Submission, the parties agreed within the Phase 2 Rebasing Settlement Proposal that Enbridge Gas would operate with 217.7 PJ of storage and would not proceed with its proposed addition of 10 PJ of market-based storage. This will result in Enbridge Gas reducing its market-based storage from 26 PJ to 18PJ.

53. As set out in FRPO's Submission, no objection is being taken to the new level of storage that will be part of the Company's gas supply plan. FRPO's focus in this case is not on replacing storage with fixed-price purchases. Instead, FRPO's focus is on the gas supply that Enbridge Gas procures for delivery through the winter season, to meet anticipated demand. FRPO refers to this as "winter load balancing gas".⁷⁵

⁷² CCC suggests that the OEB purchase a limited portion of its Dawn delivered supply (<10%) using longer term fixed price contracts (CCC Submission, pages 1-2); CME suggests that the OEB should direct Enbridge Gas to contract for "a modest amount of fixed price winter deliveries to Dawn to demonstrate the strategy's potential" (CME Submission, page 2); and SEC suggests that "a cautious approach is warranted, which can be implemented by shifting a relatively small portion of its Dawn delivered supply as a form of a pilot" (SEC Submission, page 2).

⁷³ FRPO Submission, page 16.

⁷⁴ FRPO Submission, page 17.

⁷⁵ FRPO Submission, page 7. In this regard, FRPO's fixed-price purchase proposal does not align with CCC's and SEC's apparent interpretation of the proposal, which is to use fixed-price contracting as an economic alternative to the purchase of market-based storage: see CCC Submission, page 1, which states that "We agree, in principle, that the inclusion of fixed price contracting for winter gas supply delivered at Dawn as part of the Company's GSP will provide benefits to consumers as an economic

54. Enbridge Gas submits that the “winter load balancing gas” classification used by FRPO is not meaningful. The gas supplies in question are required to meet the needs of Enbridge Gas sales service (system gas) customers and are included within the gas supply plan.
55. FRPO accuses Enbridge Gas of failing to distinguish between commodity that is bought to provide molecules for sales service customers and purchases made at Dawn during the winter for the purposes of contributing to load balancing.⁷⁶ There is no meaningful distinction. Whether bought at Dawn for winter delivery or purchased from Alberta in the summer for injection into storage, the gas commodity purchased by Enbridge Gas is required to meet the needs of sales service customers. There are no different “load balancing” and “system gas” molecules.
56. In Enbridge Gas’s view, the purchase of sales service winter supplies using fixed-price purchase contracts four months or greater in advance of their delivery is “risk management” or “hedging”. FRPO confirms this when it justifies its proposal by stating that “[r]isk management or mitigation puts in place tools and instruments to protect against significant harm caused by uncertain future events”.⁷⁷
57. During 2007 and 2008, the OEB considered whether the risk management programs run by EGD and Union should be discontinued. While the risk management approach taken at that time was different from what FRPO is now proposing, the issue addressed was similar. Essentially, the OEB was asked whether risk management is a useful or cost-effective way to reduce consumer price volatility. In separate decisions for EGD and Union, the OEB decided that the utilities should discontinue their risk management programs.⁷⁸ In coming to that conclusion, the OEB noted the substantial additional costs that had been borne by ratepayers (especially in the case of EGD, which had losses of over \$100 million) and determined that any benefits did not outweigh the risks.

alternative to the purchase of market-based storage” and see SEC Submission, pages 1-2, which states that “We have had an opportunity to review a draft of the submission from [FRPO] regarding its view that Enbridge should meet a greater share of its load balancing needs through fixed-price commodity purchases delivered to Dawn, rather than market-priced storage”.

⁷⁶ FRPO Submission, page 14.

⁷⁷ FRPO Submission, page 16.

⁷⁸ EB-2006-0034, EGD 2007 Rates, [Decision and Order](#), pages 38-47; and EB-2008-0292, Union Motion for Review and Variance of EB-2007-0605/0615 Decision re. 2008 Rates, [Decision on Motion](#), pages 6-7.

58. FRPO states that the goal of its fixed-price purchase proposal is to increase price stability, and that this is a worthwhile goal even if the costs of the approach may be higher than the current approach of purchasing gas on a more contemporaneous basis.⁷⁹ This same rationale was advanced in support of the previous risk management programs offered by EGD. In response, the OEB determined that price stability is already achieved through the equal billing plans offered by the utility, as well as through the QRAM process.⁸⁰ Moreover, as noted by the OEB, customers who enroll for the equal billing plan will not benefit from the price stability offered by risk management because those customers already have balanced bills each month.⁸¹

59. Enbridge Gas considers itself to be limited by past OEB direction in terms of risk management. The Company will not proceed with new fixed-price purchase contracting more than three months in advance of the delivery date unless the OEB explicitly endorses that approach and agrees that the prior 2007 and 2008 restrictions / directions do not apply.⁸²

60. If the OEB does require Enbridge Gas to proceed with Dawn forward fixed-price purchase contracting four months or more in advance of winter delivery, then the Company asks that the OEB confirm that where the costs to ratepayers are increased as a result, that there be no risk of a finding of imprudence from having used forward fixed-price contracts in the manner proposed by FRPO or as otherwise directed by the OEB. This will provide appropriate protection to Enbridge Gas that where the costs of forward fixed-price Dawn purchases exceed what would be achieved through the current approach,⁸³ there will be no risk of non-recovery of the associated cost premiums paid.

⁷⁹ FRPO Submission, page 10.

⁸⁰ EB-20026-0034, EGD 2007 Rates, [Decision and Order](#), page 45.

⁸¹ *Ibid.*

⁸² As explained at Exhibit I.2-STAFF-15, Enbridge Gas currently has a small amount of short-term fixed price contracts in its gas supply portfolio. Enbridge Gas typically does not contract for fixed-price gas supply greater than three months in advance of its delivery, as the Company views this as a form of physical hedging and risk management – see 2TC Tr. 2 and Exhibit JT2.1.

⁸³ As explained at Exhibit I.2-STAFF-15 and Exhibit JT2.1, Enbridge Gas's current procurement activities already include a combination of seasonal and monthly forward indexed-priced Dawn purchases up to four months in advance of winter delivery and monthly/short-term fixed-price Dawn purchases during the winter season.

(iii) FRPO's fixed-price purchase proposal may be flawed

61. Having only just received FRPO's fixed-price purchase proposal as part of argument, Enbridge Gas has not been able to ask clarifying and testing questions and does not support what is being proposed.
62. There are a few immediately apparent concerns to highlight, each of which underline that FRPO's filing does not provide adequate support for the OEB to approve FRPO's proposal.
63. First, FRPO proposes that Enbridge Gas institute the fixed-price purchase proposal by making three to five transactions for a total of 20 PJ to 25 PJ. These would be very large volume transactions, so if the price happened to be temporarily trending higher in any of these instances (due to any number or combination of, geo-political events, macro/micro-economic variables or other market fundamentals) it could have a significant and disproportionate impact on the overall cost of the gas supply portfolio for ratepayers. By contrast, the Company made 138 purchases of Dawn supply in the first nine months of 2025, at much lower volumes per transaction and only fixed a portion of the price of most of these transactions (for indexed-priced purchases) using its current approach.⁸⁴ Thus FRPO's proposal risks paying a high price for increased price stability and "risk management".
64. Second, FRPO has presented selective information to create the impression that there is little risk associated with fixed-price forward purchases of Dawn supply. The reality is that there is risk, at least in single years. The data prepared by FRPO shows that in some years (according to FRPO's calculations), the price of winter gas procured using fixed-price forward contracts more than four months in advance of their delivery would be higher than the average price to procure the gas using the Company's current approach.⁸⁵ This was also the case in the scenario sought by FRPO through undertakings.⁸⁶
65. Third, FRPO points to a single example of an Illinois utility (Nicor) as using fixed-price purchase contracts to "hedge against price volatility".⁸⁷ This is cited as support for FRPO's

⁸⁴ See Exhibit I.4-SEC-9, Attachment 1.

⁸⁵ FRPO Submission, pages 9-13.

⁸⁶ Exhibit JT1.10.

⁸⁷ FRPO Submission, pages 16-17.

proposal. However, only the briefest of evidence is provided by FRPO, stating that Nicor acquires 30% of its winter supply through “fixed-price delivered citygate contracts”. No information is provided about the strategy used by Nicor (e.g., its past performance or origin), the makeup of Nicor’s supply, storage, or transportation portfolios, or what considerations its regulator made before approving that strategy.

66. Enbridge Gas would likely have more submissions about its concerns with FRPO’s fixed-price purchase proposal had FRPO presented its evidence in advance for testing.

(iv) Any implementation of forward fixed-price contracting should be based on a more complete proposal

67. For all of the reasons described, Enbridge Gas submits that it is not appropriate to require the Company to adopt FRPO’s fixed-price purchase proposal.

68. FRPO suggests that Enbridge Gas should immediately implement fixed-price purchases on forward basis for up to 20 or 25 PJ of supply.⁸⁸ This is equal to more than 33% of Enbridge Gas’s total winter Dawn purchases on a forecast basis (64 PJ), and equal to more than 80% of Enbridge Gas’s total winter Dawn purchases assuming the winter is the warmest that can be reasonably expected (30 PJ).⁸⁹ Converting that level of gas procurement to fixed-price forward purchases is a fundamental change not supported by the evidence.

69. In the event that the OEB determines that Enbridge Gas should proceed with some fixed-price forward Dawn purchases, this should be done on the basis of a properly presented and properly tested proposal advanced by Enbridge Gas. If the OEB determines that forward fixed-price purchases merit more consideration, it would be appropriate for Enbridge Gas to be the party considering and advancing a proposal. Among other things, this would include a review of similar plans of comparable utilities, as well as potential expert evidence, leading to approval of a fully tested proposal. That proposal might take the initial form of a limited-scope pilot project. All of this is best presented and reviewed through a subsequent gas supply plan proceeding such as an Annual Update.

⁸⁸ FRPO Submission, page 7.

⁸⁹ Enbridge Gas provided information about forecast Dawn winter purchases at Exhibit JT1.7 and provided information about level of Dawn winter purchases in a warm winter at Exhibit JT1.9.

70. As stated above, Enbridge Gas believes that it is premature to require any implementation of fixed-price forward purchases without further review and proper evidence and a proper proposal. If, however, the OEB determines that Enbridge Gas should immediately proceed with some fixed-price forward Dawn purchases, then this should be done on a limited pilot basis as suggested by CCC, CME and SEC.

E. CONSIDERATION OF SUPPLY-SIDE IRP OPTIONS

71. Issue 8, which was added at the Stakeholder Conference, asks “*Should the gas supply plan consider and include supply-side IRP options where those could be impacted by gas transportation arrangements and/or gas contracting?*”.

72. Enbridge Gas explained in AIC that its current approach is working well, and no changes are needed.⁹⁰

73. This topic was only addressed by a small number of parties, and by only one member of the current IRP Technical Working Group (OEB staff).

74. Both EP and VECC agree with Enbridge Gas’s position that no changes are needed.⁹¹ VECC specifically notes that “... *the gas supply plan is provided on the basis of assets that are either immediately available, or are planned to be available and in accordance with prior decisions of the Board. The merits, or lack thereof, of asset planning by the Utility should not be revisited in this process. Specifically, we believe that this is not a forum in which to reassess the capital planning strategies of the Utility.*”

75. IGUA commends Enbridge Gas for supply side alternatives that Enbridge Gas has implemented through gas supply planning that have reduced facilities requirements.⁹²

76. OEB staff, ED and PP argue that Enbridge Gas should include more information in the GSP about IRP implications of gas supply decisions. Each party makes a different suggestion. Below are the proposals and the Company’s response.

⁹⁰ AIC, pages 14-15.

⁹¹ EP Submission, page 4, and VECC Submission, page 6.

⁹² IGUA Submission, pages 1-2.

- a) OEB staff propose that Enbridge Gas should include potential impact on future facilities needs as a consideration in any options analysis provided in future GSPs.⁹³

Enbridge Gas agrees that it can include information on this topic when preparing future options analyses for meeting identified shortfalls or needs.

- b) ED submits that Enbridge Gas should explicitly consider the impact of gas supply decisions on the viability of future supply-side IRP alternatives. The example provided by ED is that Enbridge Gas should consider whether TCPL contracting options could limit requirements for future Dawn-Parkway system expansions.⁹⁴

Enbridge Gas submits that ED's proposal goes beyond the scope or goals of a gas supply plan, which is aimed at procurement to meet the forecast needs of customers. Enbridge Gas does not believe that it is appropriate to require that a gas supply plan allow for the addition of capacity to proactively avoid potential facilities requirements (assuming that is what ED is proposing). If that is an expectation, it is better addressed through the IRP Framework, which is currently under review in the EB-2025-0125 proceeding.

With that being said, Enbridge Gas wishes to underline that it has no current plans to reduce its capacity or contracts with TCPL. As explained at Exhibits I.2-Staff-5 and 6 and in the prefiled evidence in this proceeding, TCPL capacity is scarce and Enbridge Gas is actively exploring opportunities to expand its capacity (though that can require very long-term commitments).⁹⁵

- c) PP submits that Enbridge Gas should be actively identifying gas supply tools and options that can be applied to meet demand needs that feed into the Asset Management Plan process.⁹⁶

Enbridge Gas disputes that it would be appropriate to require that the gas supply plan identify options that would function as IRPAs. This is not a gas supply plan function. It is an asset management and/or IRP function. This is a topic better suited to the current review of the IRP Framework.

77. One other item that received attention in submissions on the topic of supply-side IRP is an illustrative diagram showing how the gas supply planning process and IRP interact, which was provided at Exhibit I.6-PP-15, Attachment 1.⁹⁷

78. Some parties (BOMA, OEB staff, PP) raised questions about whether the illustrative diagram is incomplete, and/or whether it shows changes from prior practice.⁹⁸ Notably,

⁹³ OEB staff Submission, pages 15-16.

⁹⁴ ED Submission, pages 2-3.

⁹⁵ Exhibit I.2-Staff-5, pages 1-3. See also Exhibit I.2-Staff-6 and Prefiled Evidence, pages 30-31 and Prefiled Evidence, Appendix A, pages 12-13.

⁹⁶ PP Submission, page 21.

⁹⁷ Exhibit I.6-PP-15, Attachment 1. This was discussed at 1TC Tr. 145-148.

⁹⁸ BOMA Submission, page 2; OEB staff Submission, page 15, and PP Submission, pages 21-23.

though, each of these parties also acknowledged that this is a question that can be addressed as part of the current review of the IRP Framework.

79. To the extent that it is helpful, Enbridge Gas can address this item as directed in subsequent process that may be part of the proceeding to review the IRP Framework.

F. ADDITIONAL ITEMS RAISED BY OTHER PARTIES

80. There are five other items raised by parties related to the 5-Year GSP to which Enbridge Gas wishes to respond.

81. First, CME and VECC question whether Enbridge Gas is doing enough to be prepared for the potential imposition of tariffs on gas procured from or through the United States.⁹⁹

82. This criticism is unfounded. As explained in evidence, and summarized in the OEB staff Submission¹⁰⁰, Enbridge Gas has been proactive in exploring and considering options that would reduce tariff exposure. However, as explained at Exhibit I.1-CCC-12(b), “*absent the availability of incremental capacity to transport natural gas volumes produced in western Canada to Ontario, Enbridge Gas has very few options to increase purchases of Canadian origin natural gas at this time.*”

83. Enbridge Gas endorses OEB staff’s conclusion on this topic:

*OEB staff acknowledges the limitations identified by Enbridge Gas regarding potential tariff-related impacts and recognizes that this is an evolving scenario. While current exemptions under the USMCA mitigate immediate risk, future changes to tariff policies could affect the cost of gas supply. OEB staff agrees that any tariff-related cost impacts can be appropriately assessed through future updates to the GSP, if necessary.*¹⁰¹

84. Second, FRPO raises concerns about what it terms an “unexplained increase in design day demand for CDA”. FRPO alleges that Enbridge Gas’s prior assurances in Rebasing Phase 1 that the change in design day demand for the EGD CDA will not cause any requirement for new facilities “ring hollow” because this change is causing the need for new transportation and third-party contracts that cause costs for ratepayers.

⁹⁹ CME Submission, page 2; and VECC Submission, page 3.

¹⁰⁰ OEB staff Submission, page 11.

¹⁰¹ OEB staff Submission, page 13.

85. Enbridge Gas disputes FRPO's characterizations.
86. Enbridge Gas was not misleading in its Rebasing Phase 1 evidence. The Company indicated that the increase in design day demand for the EGD CDA would not require new transmission or storage facilities. That remains the case. In terms of how Enbridge Gas would meet the increased design day demand for the EGD CDA, the Company was clear in the Rebasing Phase 1 evidence that it would meet the shortfall through third party services.¹⁰² That is what is happening.
87. It was clear from the Company's Rebasing Phase 1 evidence (reproduced in FRPO's Submission¹⁰³) that the change in design day methodology (as agreed in the Phase 1 Settlement Proposal) would (on its own) increase design day demand in the EGD CDA. The fact that the actual 2024 increase in EGD CDA design day demand is higher than indicated arises from the fact that there are additional factors besides the change in design day methodology that underpin the 2024 forecast. As explained in response to Exhibit I.5-CCC-2 and Exhibit I.2-FRPO-11 in this proceeding, there are a number of timing and methodological changes that mean that the 2023 and 2024 forecasts reproduced by FRPO in its Submission are not comparable.¹⁰⁴
88. Third, several parties ask questions about what role certified natural gas (CNG) should play in the Company's gas supply plan. PP asserts that there are no confirmed or measured environmental benefits from CNG and therefore there is no reason to report on the amount of CNG procured in the performance measurement metrics.¹⁰⁵ ED asserts that it is important to ensure that Enbridge Gas does not use marketing materials that mislead customers about potential benefits of CNG.¹⁰⁶ Minogi/TFG assert that unless Enbridge Gas requires that any CNG procured is certified under a framework that expressly addresses the

¹⁰² EB-2022-0200 Exhibit 4, Tab 3, Schedule 3, pages 11-12. See also EB-2022-0200 Exhibit I.4.2-STAFF-100(c) and Exhibit I.4.2-FRPO-123 where Enbridge Gas pointed to this evidence in response to the question about how it would be meet the identified increase in EGD CDA design day demand.

¹⁰³ EB-2022-0200 Exhibit 4, Tab 3, Schedule 3, page 33, reproduced at FRPO Submissions, page 18.

¹⁰⁴ Also see Enbridge Gas's [letter](#) (dated October 23, 2025) responding to similar FRPO accusations made in the current proceeding.

¹⁰⁵ PP Submission, page 11.

¹⁰⁶ ED Submission, pages 3-4.

rights of Indigenous Peoples, then Enbridge Gas should not make any ESG-type claims about the procured CNG.¹⁰⁷

89. Enbridge Gas repeats its evidence that it does not pay a premium to include CNG in the gas supply portfolio and currently does not have a strategy to actively increase procurement of CNG.¹⁰⁸ The Company does not use marketing materials that promote its acquisition of CNG. If the OEB determines that no benefit is served by the reporting on the amount of CNG procured, then the Company will remove the associated performance metric.
90. Fourth, VECC notes that this proceeding (and the Framework more generally) are focused on the procurement of gas for system gas customers. VECC suggests that the OEB should expand the Framework to have Enbridge Gas also include information about the availability of low-volume direct purchase (retailer) options for customers. VECC indicates that this might help the OEB understand the nature of the low-volume retail market and how it influences (or not) Enbridge Gas's own gas supply planning.¹⁰⁹
91. Enbridge Gas disputes that information about a market not supplied by the Company (and not included in the gas supply plan) is important and relevant to be added to the Framework. If the OEB is interested in better understanding the low-volume retail market, then this should be done separate and apart from the regulated utility gas supply plan review process.
92. Finally, CCC and SEC allege that Enbridge Gas has financial incentives to contract with its affiliates, and note this as a reason for continued OEB oversight through the Framework.¹¹⁰
93. Enbridge Gas does not dispute that the OEB can and will retain oversight of the Company's gas supply activities. However, the insinuations of improper conduct with affiliates are unfounded and unfair. All parties agreed in the Rebasing Phase 2 Settlement Proposal that Enbridge Gas could continue to procure market-based storage, albeit at a lower level. This may involve related entities, but there is a "blind RFP" process in place. The Company makes gas supply decisions that are in the best interests of its customers. More generally,

¹⁰⁷ Minogi/Three Fires Submission, pages 10-11.

¹⁰⁸ Prefiled Evidence, page 71.

¹⁰⁹ VECC Submission, page 5.

¹¹⁰ CCC Submission, page 5, and SEC Submission, page 2.

Enbridge Gas is governed by and observes the requirements of the OEB's Affiliate Relationships Code.

G. UPDATES TO GSP FRAMEWORK AND REVIEW PROCESS

94. Issue 7 asks “*Should the OEB review and/or amend the Framework and/or annual review process (including timing)?* “
95. As explained in AIC, Enbridge Gas has no concerns with the Framework in its current form.
96. Almost all of the suggestions from other parties focus on the process and timing for review of gas supply plans, rather than the substantive contents of the Framework.
97. OEB staff propose the most substantial changes.
- a) OEB staff suggest that future 5-Year GSPs be filed as part of a rebasing application. This would allow for the 5-Year GSP to be considered at the same time as the underlying demand forecast and design day methodology. This would mean that each 5-Year GSP would be adjudicated through that proceeding.¹¹¹
 - b) OEB staff further suggest that the OEB should not include a default assumption of a full filing and associated process for each Annual Update. Instead, Enbridge Gas would file a letter each year explaining any departures from the 5-Year GSP and the OEB could then determine if an Annual Update consultation process is required for that year.¹¹²
98. Enbridge Gas agrees with OEB staff's proposals.
- a) Regulatory efficiency would be gained by including the adjudicated 5-Year GSP process within a rebasing case. Allowances would have to be made for the fact that the rebasing process is conducted on a calendar year basis (different from the November to October “gas year”) and for the fact that rebasing filings are made well in advance of a “test year”.
 - b) It will not always be necessary to have a full consultation process for each Annual Update. Enbridge Gas agrees that it would be efficient for the Company to file a letter each year in advance of the expected March 1st Annual Update filing date, setting out any significant and material departures from the 5-Year GSP expected in the next year. Within this letter, Enbridge Gas would set out its proposal as to whether a full Annual Update filing and consultation process is appropriate. In some years, such as a year when the impacts of a rebasing decision are being implemented, a full Annual Update filing would be appropriate. In other years, such as was the case in 2020 and 2023, no full consultation process would be needed.¹¹³ Enbridge Gas suggests that it would be

¹¹¹ OEB staff Submission, pages 19-20.

¹¹² OEB staff Submission, page 20.

¹¹³ In 2020, Enbridge Gas proposed, and the OEB accepted, that it would not be useful or efficient to have a consultation process for the Annual Update – see [OEB Notice in EB-2020-0135, July 6, 2020](#). In 2023, the OEB limited the Annual Update process to review only one item (Vector contracting) – see [OEB Notice in EB-2023-0072, April 12, 2023](#).

appropriate for its advance letter to be filed by mid-November, so that the OEB could provide direction by early January as to whether an Annual Update filing is required by March 1st.

99. If the OEB was to approve the proposed changes to the timing and process for filing of upcoming 5-year GSPs and Annual Updates, the next filings would be as follows:
- a) 2026 Annual Update (to be filed around March 2026) – a full Annual Update filing is appropriate, as this is the year during which the Rebasing Phase 2 outcomes are being implemented.¹¹⁴
 - b) 2027 Annual Update – letter to be filed mid-November 2026, advising as to changes from the current 5-Year GSP and indicating whether a full Annual Update filing is appropriate.
 - c) Next 5-Year GSP (2029-2034) – to be filed as part of the 2029 Rebasing Application, around September 2027.
 - d) 2028 Annual Update (based on current 5-Year GSP) – letter to be filed by mid-November 2027 advising as to changes from the current 5-Year GSP and indicating whether a full Annual Update filing is appropriate.
 - e) 2030 Annual Update (based on next 5-Year GSP) – it is likely that a full Annual Update filing would be made for the 2030 gas year, after the OEB’s Decision on the 2029 Rebasing application (including the 5-Year GSP).

100. All parties who comment on this issue assert that each 5-Year GSP should be adjudicated.¹¹⁵ Enbridge Gas does not object – however, this would be accomplished by including the 5-Year GSP in a rebasing proceeding.

101. Some parties argue for expanded processes for Annual Reviews. Suggestions are made to add an interrogatory process¹¹⁶, undertaking responses arising from the Stakeholder Conference¹¹⁷ and an ADR process¹¹⁸. These additions are not necessary. Where the OEB decides that a full filing and consultation process for an Annual Review is necessary in a given year, then the current process of a Stakeholder Conference for Enbridge Gas to answer stakeholder questions, followed by written submissions, is efficient

¹¹⁴ Note that Enbridge Gas is planning to file its 2026 Annual Update in around March 2026, before the OEB Decision on the 5-Year GSP, to allow for timely review of the 2026 Annual Review rather than waiting to review and reflect the OEB’s Decision in this proceeding, which could then lead to a significantly delayed filing. Given that the 2026 Annual Review will reflect the implementation of Phase 2 Rebasing gas supply changes, it is important that it be presented and considered in a timely manner.

¹¹⁵ See, for example, CCC Submission, page 5; and IGUA Submission, pages 2-3.

¹¹⁶ FRPO Submission, page 20.

¹¹⁷ FRPO Submission, page 20; and PP Submission, page 19.

¹¹⁸ VECC Submission, page 4.

and sufficient. Adding layers and levels of further discovery is not needed. In the rare case where the OEB determines that an issue merits adjudicated review (something that has only happened once since 2019¹¹⁹), then further discovery could be added.

102. SEC proposes that the OEB should require Enbridge Gas to file details of all gas supply purchase transactions as part of QRAM Applications.¹²⁰

103. This is not necessary, efficient or appropriate. It's not clear what benefit is gained by adding this filing expectation. No suggestion is made of commodity contracting mismanagement. Nothing has changed to make this data more important for the OEB's review. As seen in the confidential interrogatory response made in this case detailing 2025 gas supply purchases, the requested information is very detailed.¹²¹ For the first 10 months of 2025, there were 455 gas supply purchase transactions. The specifics of the transactions are commercially sensitive, meaning that filings would have to be made on a confidential basis, leading to regulatory burden and limited transparency. Enbridge Gas agrees with OEB staff that QRAM processes should be mechanistic (and streamlined).¹²² Requiring the evidence about and potential review of each gas commodity purchase over the past three months within each QRAM application will undermine that imperative.

104. Enbridge Gas agrees with OEB staff that any changes to the Framework arising from this proceeding should be reflected in an updated Framework document. Enbridge Gas disputes PP's suggestion that a further generic proceeding is required to determine the updated Framework.¹²³ Instead, after the OEB's Decision in this proceeding is issued, it would be appropriate for either the OEB or OEB staff to issue a draft updated Framework reflecting the Decision. Parties could then provide comments before the OEB approves and issues the updated Framework.

¹¹⁹ In the EB-2023-0072 Annual Update process, the OEB decided to hold a hearing on its own motion to determine the prudence of Vector contracting decisions. In that instance, the OEB decided that no further discovery was necessary.

¹²⁰ SEC Submission, page 3.

¹²¹ Exhibit I.4-SEC-9, Attachment 1 (redacted).

¹²² OEB staff Submission, page 20.

¹²³ PP Submission, page 18.

H. RELIEF REQUESTED

105. In Procedural Order No. 2, the OEB directed Enbridge Gas to include proposed draft order language as part of its AIC (also stated as “specific wording for the order Enbridge Gas seeks”).
106. As explained in AIC, Enbridge Gas is not seeking a specific Order from the OEB in this proceeding. Instead, the Company indicated that it is asking the OEB to make positive determinations on each item from the Issues List.
107. Only OEB staff provided any submissions in response on this item. While OEB staff does not dispute Enbridge Gas’s position that the Company has satisfied the items set out in the Issues List (except to the extent that OEB staff suggests amendments to the gas supply review processes under the Framework), OEB staff asserts that the OEB is required to make an Order in this case. OEB staff states that the Order should be an approval of the 5-Year GSP.¹²⁴
108. Enbridge Gas does not object to the OEB making an Order approving the 5-Year GSP. However, Enbridge Gas requests that any such Order be clear that the approval does not restrict Enbridge Gas from making future planning and implementation decisions that may diverge from the 5-Year GSP as circumstances change.
109. Enbridge Gas repeats its request that the OEB make positive determinations on the Issues List. Taking into account the Company’s response to OEB staff’s proposals on changes to the Framework, Enbridge Gas requests that the OEB provide:
- a) A positive determination on each of Issues #1-6, finding that the 5-Year GSP and 2025 Annual Update meet the OEB’s Guiding Principles and are reasonable and complete.
 - b) A finding that no amendments or updates to the Framework are necessary, other than a change to the timing for 5-Year GSPs, to align with rebasing filings, and a change to the Annual Update process, to stipulate that Enbridge Gas is only required to file an Annual Update in a year where there is a significant departure from the current 5-Year GSP (Issue #7).
 - c) A finding that no additional detail or requirement related to supply-side IRP options is required to be added to a gas supply plan or annual update (Issue #8).

¹²⁴ OEB staff Submission, pages 21-22.

All of which is respectfully submitted this 29th day of January 2026.

A handwritten signature in blue ink, appearing to read "David Stevens", with a horizontal line underneath it.

David Stevens, Aird & Berlis LLP
Counsel to Enbridge Gas