

February 18, 2026

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VIA RESS

Mr. Ritchie Murray
Acting Registrar
ONTARIO ENERGY BOARD
P.O. Box 2319, 27th Floor
2300 Yonge Street
Toronto, Ontario
M4P 1E4

Dear Mr. Murray:

Re: EB-2025-0329: Enbridge Gas Inc. Application for Approval of Franchise Agreement and New CPCN Town of Cobourg

Town of Cobourg Intervention (Scope) Response

We write in response to Enbridge Gas Inc.'s (EGI's) letter dated February 12, 2026.

While styled as being in response to Cobourg's request for intervention in this proceeding, EGI does not in fact object to Cobourg's intervention. Rather EGI states objection to "*Cobourg's proposed 'Issues' and any amendments to the franchise agreement related to generic issues that would be of interest to other Ontario municipalities*".

In its Intervention Form the Town of Cobourg (Cobourg) acknowledged that its residents currently enjoy the provision of gas service by EGI, and expressed no desire to rescind EGI's franchise for providing such service. At the same time, as expected by the OEB and contemplated in Rule 22.02 of the OEB's *Rules of Practice and Procedure (Rules)*, Cobourg's Intervention Form sets out the particular interests, and in this instance concerns, that Cobourg has in respect of EGI's franchise renewal application.

Cobourg intends to participate responsibly in this proceeding, as also contemplated in Rule 22.02 of the OEB's *Rules*. While it is premature at this stage, and prior to any discoveries, to engage in argument regarding what modifications, if any, would be appropriate to make to the franchise agreement between EGI and Cobourg, Cobourg fully appreciates that it would have to demonstrate specific circumstances faced by it in support of any proposed departure from the OEB's Model Franchise Agreement (MFA). It acknowledged as much in its Intervention Form (see under the heading "Evidence", where Cobourg referred to potential solutions to its concerns, "*related to the appropriate form of franchise agreement in the specific circumstances faced by Cobourg and given the Town's obligation to its residents (individuals and businesses)*") (our emphasis).

At the same time, this application must be about more than perfunctory approval for renewal of that franchise agreement, in the form of the OEB's Model Franchise Agreement (MFA). Otherwise there would be no need for a hearing.

In respect of EGI's specific submissions:

1. The intervention stage is not the point at which Cobourg should be put to the obligation of providing compelling reason to depart from the MFA. That should be required only once the record is properly developed, including through evidence provided by Cobourg if so requested and allowed.
2. The excerpt provided by EGI from the Gas Franchise Handbook does not speak to the concern identified by Cobourg in its Intervention Form that, given the age of Cobourg's municipal infrastructure and the significant public works that it expects to be undertaking, EGI should be more particularly required to co-ordinate work on its infrastructure with Cobourg's work on its own infrastructure (see Intervention Form under the heading "Issues").
3. Timely and efficient adjudication of municipal franchise agreement applications, in accord with Ministerial direction or otherwise, does not equate to precluding the opportunity of directly affected interests from raising their concerns in a responsible and constructive manner.

Should the OEB require further submissions on the appropriate scope of these proceedings we have no doubt that direction will be provided, and Cobourg will respond accordingly. In the interim, and as noted at the outset of this submission, no objection to Cobourg's intervention herein has been made, and Cobourg repeats its request that intervention be granted. In doing so, Cobourg fully acknowledges and accepts its obligation to participate responsibly and constructively, duly informed by, and with due regard to proper application of, the OEB's previously articulated principles regarding municipal franchise proceedings.

Yours truly,



Ian A. Mondrow

- c. Brent Larmer, COBOURG
Patrick McMahon, EGI
Natalya Plummer, OEB