



Robin Stevenson
Technical Manager
Strategic Applications – Rate
Rebasing

tel 416-495-5499
EGIRegulatoryProceedings@enbridge.com

Enbridge Gas Inc.
50 Keil Drive N.
Chatham ON, N7M 5M1

September 2, 2026

VIA RESS AND EMAIL

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

Dear Ritchie Murray:

**Re: Enbridge Gas Inc. (Enbridge Gas, or the Company)
EB-2025-0064 – 2024 Rebasing – Phase 3 – Reply Argument**

Please find enclosed Enbridge Gas's Reply Argument, filed in accordance with Procedural Order No. 7 issued by the Ontario Energy Board (OEB) on August 10, 2026, in the above noted proceeding.

This submission has been filed through the OEB's Regulatory Electronic Submission System (RESS) and served on all parties to the proceeding.

Sincerely,

Robin Stevenson

Robin Stevenson
Technical Manager, Strategic Applications – Rate Rebasing

ONTARIO ENERGY BOARD

IN THE MATTER OF the *Ontario Energy Board Act*, 1998, S.O. 1998, c. 15, Schedule B; and in particular section 36 thereof;

AND IN THE MATTER OF Phase 3 of an Application by Enbridge Gas Inc, pursuant to section 36(1) of the *Ontario Energy Board Act*, 1998, for an order or orders approving or fixing just and reasonable rates and other charges for the sale, distribution, transmission and storage of gas as of January 1, 2024.

ENBRIDGE GAS INC.

REPLY ARGUMENT

AIRD & BERLIS LLP

Barristers and Solicitors
Brookfield Place
Suite 1800, Box 754
181 Bay Street
Toronto, ON M5J 2T9

David Stevens

Email: dstevens@airdberlis.com

Patrick Copeland

Email: pcopeland@airdberlis.com

Tel: (416) 863-1500

A. OVERVIEW

1. In its Argument in Chief (AIC), Enbridge Gas Inc. (Enbridge Gas or the Company) addressed each of the Outstanding Issues from Issue 13(a) to (d). Thirteen parties filed submissions in response.¹ Several parties indicated they take no position on any issue, and most parties responded to only a subset of the Outstanding Issues. OEB Staff did not file any submission.
2. As seen in the summary below, intervenor submissions generally confirm Enbridge Gas's compliance with its obligations or they raise no arguments to the contrary. The remaining disagreements on the Outstanding Issues do not turn on whether Enbridge Gas achieved compliance. Rather, they are misguided requests for new directions, additional reporting requirements, or involve broader policy determinations that fall outside the scope of the Outstanding Issues.
 - a. **Issue 13(a):** No party raises any concern about whether Enbridge Gas has met its obligations to report on its Advanced Metering Infrastructure (AMI) pilot project. However, some parties go beyond the scope of Issue 13(a) and assert that Enbridge Gas should not proceed with AMI deployment without further OEB review and/or approval. That is not necessary where future activities are undertaken during the current IR term as part of the approved capital budget envelope. Enbridge Gas will continue to report upon its AMI plans, during the current IR term and through its 2029 Rebasing Application.
 - b. **Issue 13(b):** No party disputes compliance with the reporting obligations relating to the 2024 capital budget reduction.
 - c. **Issue 13(c):** Almost every party either agrees that the Company achieved compliance or submits that any residual IRP disagreements be addressed in the IRP Framework review rather than in this proceeding.
 - d. **Issue 13(d)** – Every party that addressed this narrow compliance question (other than ED/GEC and PP) agreed that Enbridge Gas fulfilled the OEB's direction contained in the Phase 1 Decision and its subsequent commitment in the Phase 2 Settlement Proposal. Enbridge Gas is no longer using marketing materials including energy comparisons. A few parties argue that Enbridge Gas should make changes to its limited-use disclaimer. The OEB's proper role does not extend to dissecting and rewriting marketing materials. There is no reasonable basis to require Enbridge Gas to make the technical and selective changes to the disclaimer proposed by a small number of intervenors. Issuing ED/GEC's proposed guidance to Enbridge Gas about its general approach to future marketing materials will only cause more disputes in the future.

¹ Building Owners and Managers Association (BOMA), Canadian Manufacturers and Exporters (CME), Consumers Council of Canada (CCC), Energy Probe Research Foundation (EP), Environmental Defence and Green Energy Coalition (ED and GEC), Federation of Rental-housing Providers of Ontario (FRPO), Industrial Gas Users Association (IGUA), Minogi Corp. and Three Fires Group (Minogi and TFG), Ontario Greenhouse Vegetable Growers (OGVG), Quinte Manufacturers Association (QMA), Pollution Probe (PP), School Energy Coalition (SEC) and Vulnerable Energy Consumers Coalition (VECC).

B. ISSUE 13(A) – ADVANCED METERING INFRASTRUCTURE PROJECT

3. Enbridge Gas has provided the required reporting about the status of its AMI Project. No party argues otherwise.
4. As explained in evidence and AIC, Enbridge Gas designed the AMI proof of concept (POC) to gain hands-on experience with AMI to validate the technical feasibility, performance, and integration capabilities. Once the necessary preparatory investigations and analysis are complete as part of the AMI POC, Enbridge Gas will consider all results and findings in developing a plan for AMI implementation in Ontario.²
5. In their submissions, several parties go beyond the narrow scope of Issue 13(a) and argue that Enbridge Gas should not proceed with AMI implementation until after the Company has presented its plans to the OEB for review and (potentially) approval.³ These parties (at least implicitly) request that the OEB confirm this expectation.
6. Other parties support AMI implementation and urge Enbridge Gas to proceed.⁴
7. It is beyond the scope of Issue 13(a) to consider and provide directions to the Company about how it must proceed with AMI. Enbridge Gas has an approved capital budget envelope, and an obligation to make prudent investments to provide safe and reliable service. Where Enbridge Gas works within its approved capital budget envelope, there are no separate project approval requirements. The OEB has consistently found that approved budgets are “envelope” amounts, to be allocated based on a utility’s determinations of priorities.⁵ More generally, there is no requirement for discrete approvals for capital projects that do not otherwise include OEB approval requirements (matters involving, for example, leave to construct or ICM applications). Imposing such a requirement before Enbridge Gas can proceed with AMI deployment (as advocated, for example, by SEC) is contrary to the OEB’s regulatory model.

² AIC, paragraphs 6-14, including the referenced evidence.

³ See CCC Submission, page 2; FRPO Submission, page 1; PP Submission, page 2; SEC Submission, page 1; and VECC Submission, pages 2-5.

⁴ See BOMA Submission, pages 1-2; and EP Submission, page 1.

⁵ See, for example, [EB-2022-0200 Decision and Order \(Enbridge Gas Rebasing Phase 1\)](#), pages 57-58; and [EB-2024-0115 Decision and Order \(Hydro Ottawa\)](#), pages 7 and 9.

8. Enbridge Gas will proceed in a measured and reasonable way in considering and implementing AMI. The Company will take account of its learnings from the POC and determine the best path forward. The current plan is to continue the investigation and feasibility phases of the AMI implementation plan through 2026 and 2027, with the possibility that AMI deployment could begin in 2028. This would be funded using existing budgets (which already include expectations of expenditures for meter exchanges).
9. AMI deployment will be a multi-year program, meaning that most of the efforts and cost will take place within the next rebasing term. However, starting AMI deployment in 2028 could provide valuable insight into actual costs, operational impacts, and realized benefits ahead of rebasing. Delaying implementation could result in continuing to purchase and install meters that may not be the optimal technology for a future move to AMI.
10. Enbridge Gas has committed to continue to provide information to the OEB and regulatory stakeholders as the Company proceeds with AMI implementation.⁶ This will be done through the annual AMP filings, earnings sharing applications and the 2029 Rebasing Application.
11. Enbridge Gas disputes that there is a need to file a further discrete “status report” on AMI implementation in 2027, as asserted by BOMA.⁷ The Company expects to file its 2029 Rebasing Application before the end of 2027, and that proceeding will be the appropriate forum for a full review of AMI implementation plans.
12. Enbridge Gas submits that no further action or direction from the OEB on this issue is necessary or appropriate.

C. ISSUE 13(B) – CAPITAL BUDGET REDUCTION

13. There is no dispute that Enbridge Gas has complied with the OEB directions to reduce its capital budget for 2024 by \$250 million and to provide a report on the steps that it has taken to achieve the capital reduction.⁸

⁶ AIC, paragraph 14.

⁷ BOMA Submission, page 2.

⁸ AIC, paragraphs 15-21, including the referenced evidence.

14. BOMA⁹, CCC¹⁰, EP¹¹, FRPO¹² and VECC¹³ each acknowledge that Enbridge Gas has complied with the OEB's directions. No party argues that Enbridge Gas has failed to comply.
15. PP goes beyond the scope of the narrow compliance issue, and invites the OEB to warn Enbridge Gas that the Company is expected to spend within (and not above) the capital envelope approved by the OEB.¹⁴ It is not appropriate or necessary for the OEB to engage on PP's suggestion. There will be future opportunity to review and comment on the Company's actual capital spending during this IR term in other proceedings.¹⁵

D. ISSUE 13(C) – STATUS OF RESPONSE TO IRP DIRECTIONS

16. Enbridge Gas has filed evidence and AIC explaining how it has met each direction or commitment from the OEB related to IRP.¹⁶ This satisfies the compliance question in this proceeding. Questions, issues and proposals about whether IRP can or should be approached differently in the future are appropriately directed to the upcoming adjudicated process to review the IRP Framework.
17. Many parties agree with, or do not dispute, Enbridge Gas's position.
- a. EP states that *"Enbridge Gas has appropriately responded to or implemented OEB's previous directions and other previous commitments related to IRP."*¹⁷
 - b. CCC and FRPO state that *"Enbridge Gas has generally responded appropriately ..."*¹⁸
 - c. BOMA states that *"in general Enbridge Gas has identified and responded appropriately to all relevant OEB directions and Enbridge Gas commitments related to IRP"*.¹⁹

⁹ BOMA Submission, page 2.

¹⁰ CCC Submission, page 1.

¹¹ EP Submission, page 2.

¹² FRPO Submission, page 1 (adopts CCC's Submission).

¹³ VECC Submission, page 5.

¹⁴ PP Submission, page 3.

¹⁵ Enbridge Gas is reporting on its actual results, including capital expenditures, each year of the 2024-2028 IR term through the annual ESM & Deferral Account Clearance Applications. As part of the 2029 Rebasing Application, Enbridge Gas will seek approval of an opening rate base amount, including capital additions from the IR term.

¹⁶ AIC, paragraphs 22-30, including the referenced evidence.

¹⁷ EP Submission, page 2.

¹⁸ CCC Submission, page 1 and FRPO Submission, page 1 (FRPO adopts the CCC Submission).

¹⁹ BOMA Submission, page 3.

- d. IGUA states that *“issues and proposals about whether IRP can or should be approached differently in the future are appropriately directed to the upcoming adjudicated process to review the IRP Framework.”*²⁰
 - e. SEC states that *“the upcoming IRP Framework proceeding is the most efficient forum in which to address these issues”*.²¹
 - f. Minogi/TFG state that *“the IWG remains the more appropriate forum, along with the ongoing EB-2025-0125 IRP framework review proceeding, to advance their interests with respect to IRP”*.²²
 - g. Several parties make no submissions on this issue.²³
18. While a small number of parties dispute that Enbridge Gas has met the relevant IRP directives and commitments²⁴, no party argues for any relief or direction to be issued by the OEB. Even those parties who question Enbridge Gas’s compliance appear to agree that questions about how Enbridge Gas should conduct IRP activities are best directed to and determined in the upcoming adjudicated IRP Framework proceeding.
19. The main item of alleged non-compliance noted by these parties is that Enbridge Gas has only completed one IRP pilot project, where the IRP Framework had set an expectation for two IRP pilot projects.²⁵
20. The question of whether Enbridge Gas should proceed with a second IRP pilot project is not a question for this proceeding. It will be considered in the upcoming IRP Framework review.
21. In the Southern Lake Huron (SLH) IRP pilot project application, Enbridge Gas requested that the OEB determine that the multiple components of that project should satisfy the IRP Framework requirement for two pilot projects. The OEB did not agree that the requirement had been met and directed Enbridge Gas to consult with the IRP Technical Working Group

²⁰ IGUA Submission, page 1.

²¹ SEC Submission, page 2.

²² Minogi/TFG Submission, page 1.

²³ VECC does not address this issue and CME, OGVG and QMA make no submissions on any Outstanding Issues.

²⁴ Only ED/GEC and PP directly allege non-compliance. In its Submission, SEC generally refers to its prior positions regarding Enbridge Gas’s implementation of the IRP Framework, but it identifies no specific instance of non-compliance for determination in Phase 3. SEC agrees with the Company that the IRP Framework proceeding is the most efficient forum in which to address these matters.

²⁵ See ED Submission, page 9 and PP Submission, page 5. BOMA’s Submission indicates that it will be advocating within the IRP Framework review for Enbridge Gas to pursue a second IRP pilot project related to the commercial sector.

on a potential second pilot project. Enbridge Gas brought a Review Motion challenging this direction (among other items). Enbridge Gas asserted that “it is most efficient for the OEB to pause or suspend aspects of the Decision that purport to direct what Enbridge Gas should do in the future for IRP”. As noted in AIC, the OEB’s Decision on the Review Motion accepted Enbridge Gas’s position, stating that *“matters related to further IRP pilot projects are best considered as part of the IRP Framework Review, and the OEB expects that matters related to a second IRP pilot project and any further IRP pilot projects will be addressed as part of the IRP Framework Review.”*²⁶

22. PP further asserts that Enbridge Gas has modified its approach to IRP without notifying the OEB, pointing to a flowchart document that has changed over time.²⁷ PP does not point to any particular IRP directive or commitment that has been contravened.

23. Enbridge Gas disputes that it has made fundamental or inappropriate changes to its approach to IRP. Enbridge Gas has regularly reported upon IRP activities and the integration of IRP into asset management planning through the IRP Annual Reports filed with the OEB. In Procedural Order No. 7, the OEB advised PP that questions about how IRP is factored into asset management planning by Enbridge Gas “are best pursued as part of the OEB’s current exercise to review integrated resource planning”.²⁸ This is not a compliance-type item to be considered within Issue 13(c).

E. ISSUE 13(D) – WRITTEN MARKETING MATERIALS WITH ENERGY COMPARISON INFORMATION

24. As explained in AIC, Enbridge Gas has met its commitment in relation to updating written marketing and customer communication materials. No action is required from the OEB. In the subsections that follow, Enbridge Gas replies to the few intervenors who take a different view.

²⁶ [EB-2025-0333 Decision and Order, May 14, 2026](#), page 17.

²⁷ PP Submission, pages 2-3.

²⁸ See [Procedural Order No. 7 \(August 7, 2026\)](#), page 3, relating to Exhibit I.1.13-PP-9.

Enbridge Gas has complied with the OEB Direction and Settlement Commitment

25. Issue 13(d) asks whether Enbridge Gas has met its commitment from the Phase 2 Settlement Proposal (EB-2024-0111)²⁹ to: (i) not include statements, including cost comparison charts, related to the relative cost-effectiveness of gas heating or to savings that can be achieved with gas heating in written marketing materials or reference materials unless it also includes a comparison with the relative cost-effectiveness of heating with electric cold climate heat pumps; and (ii) file updated versions of such materials that previously included energy comparison information.³⁰
26. As detailed in AIC, there can be no credible dispute that Enbridge Gas has met its commitments on the narrow compliance question currently at issue.³¹
27. Most intervenors who filed argument on this issue agree with Enbridge Gas's position:
- a. CCC states (with agreement from FRPO) that *"Enbridge Gas has complied with the requirements of Issue 13(d) and the commitment set out in the Phase 2 settlement proposal"*.³²
 - b. EP states that *"Enbridge Gas has met its commitments under Issue 13(d)"*.³³
 - c. VECC states that *"EGI has complied with the directions of the OEB in EB-2022-0200" and "EGI has also met [its commitment from EB-2024-0111]"*.³⁴
28. The ED/GEC Submission is full of inflammatory rhetoric attacking marketing materials used by Enbridge Gas prior to the Phase 2 Settlement Proposal. These assertions are neither relevant nor accurate.
29. Enbridge Gas submits that the OEB's review and response to Issue 13(d) should be straightforward. The Company has identified and responded appropriately to all relevant OEB directions and Enbridge Gas commitments related to filing updated written marketing or reference materials. No further action or review is required or appropriate.

²⁹ [EB-2024-0111 Decision on Settlement Proposal and Interim Rate Order, November 29, 2024](#), page 9 and Schedule A, page 34 (Exhibit N, Tab 1, Schedule 1, page 34).

³⁰ This is described in [Procedural Order No. 7 \(August 7, 2026\)](#), page 6.

³¹ AIC, paragraphs 31-39, including the referenced evidence.

³² CCC Submission, page 3; see also FRPO Submission, page 1.

³³ EP Submission, page 3.

³⁴ VECC Submission, page 6.

The Limited-Use Disclaimers Are Not Misleading

30. Two parties (ED/GEC and PP) argue that Enbridge Gas has not met its commitments, notwithstanding that the Company has satisfied the requirements of the Phase 2 Settlement Proposal by including comparisons to cold climate heat pumps. Their argument is that the “disclaimer” materials now being used in limited circumstances by Enbridge Gas are misleading and/or inaccurate. ED/GEC assert that the OEB should direct changes to the disclaimer, while PP argues that the use of the disclaimer should be discontinued. CCC (with support from FRPO) also propose some changes to the disclaimer.
31. Without conceding that the scope of Issue 13(d) extends to a review of the wording of marketing and reference materials used, Enbridge Gas disputes the arguments that the limited-use disclaimers are inaccurate or misleading.
32. Enbridge Gas has provided evidence about why the OEB should find that the limited-use disclaimer is not objectively misleading.³⁵ Enbridge Gas has explained how the phrase “not objectively misleading” should be interpreted.³⁶ ED/GEC did not provide any alternate interpretation.
33. The disclaimer’s function is to ensure that customers who are considering Enbridge Gas programs that include electric heat pumps are aware that outcomes associated with heat pump installation may differ from those typically associated with natural gas DSM measures, particularly with respect to total energy costs. The disclaimer is intended to provide clarity on this point in a manner that is consistent with the objectives of transparency and informed decision-making, while recognizing the variability in customer-specific outcomes and the inherent limitations of program-level information.³⁷

³⁵ Exhibit O.

³⁶ As stated at Exhibit I.PP.EGIReply-1(f), “Enbridge Gas used the phrase “not objectively misleading” in its ordinary meaning and not as a defined term from a third-party source. In this context, Enbridge Gas means that the relevant customer-facing disclaimer, when read as a whole and in context by the intended audience, does not present the illustrative comparison or related assumptions in a way that would reasonably be expected to mislead customers about the nature, purpose, limitations, or scope of the information. The assessment is not whether another party would have preferred different wording, assumptions, or additional scenarios, but whether the disclaimer is reasonable, fit for its customer-facing purpose, and not misleading when considered as a whole and in context.”

³⁷ Enbridge Gas Reply Evidence (Exhibit O), paragraph 13. Further details are set out throughout the Reply Evidence.

34. In this context, the disclaimers provide an appropriate level of information. Importantly, the disclaimers urge customers to consult their own experts for advice and confirmation. That is the same approach as used by Toronto Hydro in its “heat pump calculator”, where it states: *“Calculations provided through this tool are approximate and should be considered as estimates only and should not be relied upon in lieu of an estimate by a heating and cooling professional. Toronto Hydro disclaims any and all representations, warranties, and conditions with respect to the calculations, including any conditions of accuracy, sufficiency, or suitability.”*³⁸
35. EP and VECC agree with Enbridge Gas. EP states that *“the presentations of Enbridge Gas regarding costs of residential home heating are not ‘confusing and misleading’”*.³⁹ VECC states *“What EGI may not do is purposefully mislead. And it is a bar we submit that this Utility is nowhere near reaching”*.⁴⁰

The OEB Should Not Expand the Scope of the Limited Compliance Inquiry under Issue 13(d)

36. Enbridge Gas and ED/GEC agree that the OEB should not “micro-manage” utility communications.⁴¹ However, there is clearly no agreement as to what that means.
37. ED/GEC would have the OEB scrutinize Enbridge Gas’s limited-use disclaimer materials and require specific line-level changes, including moving items in the disclaimer from text to footnote, presenting three separate scenarios and adding bar graphs.⁴² ED/GEC’s position raises several questions to be determined.
38. The first question is around what is the OEB’s jurisdiction and mandate in terms of review of utility marketing materials.
39. As Enbridge Gas stated in AIC, review and approval of utility marketing materials to determine whether they contain everything that each stakeholder advocates is not within the OEB’s jurisdiction or mandate.⁴³

³⁸ [Heat pump calculator - Toronto Hydro](#), as cited at Exhibit O, paragraph 10.

³⁹ EP Submission, page 3.

⁴⁰ VECC Submission, page 8.

⁴¹ AIC, paragraph 48; and ED/GEC Submission, page 6.

⁴² ED/GEC Submission, pages 8-9.

⁴³ AIC, paragraph 49.

40. ED/GEC argue that the OEB has a “mandatory statutory obligation” to ensure that Enbridge Gas’s customer communications do not understate the price of gas versus alternatives.⁴⁴ This is simply not true.
41. ED/GEC cite the OEB’s statutory objectives for gas, relying on section 2(2) of the *OEB Act*. However, ED/GEC fail to provide the full text of that provision. In full, the cited objective states: “*The Board, in carrying out its responsibilities under this or any other Act in relation to gas, shall be guided by the following objectives: To inform consumers and protect their interests with respect to prices and the reliability and quality of gas service*”.⁴⁵
42. Importantly, the OEB’s statutory objectives are not stand-alone powers. They are guidance to be taken into account where the OEB is carrying out its responsibilities. The responsibilities of the OEB are to be found outside section 2 of the *OEB Act*, and not within that section itself.⁴⁶ The OEB has no responsibility under the *OEB Act* to review or prescribe the content of utility marketing materials. The OEB’s core role with respect to protecting the interests of customers with respect to prices is to set just and reasonable rates.
43. It would be an unlawful expansion of the OEB’s powers to find that the regulator has the jurisdiction and mandate to tell utilities what must be included in their marketing materials. That distinction is particularly important where the proposed direction would require a gas distributor to develop, endorse or prescribe comparative information concerning another fuel or energy service that falls outside the utility’s regulated business and expertise.
44. While the OEB could arguably intervene if it found that utility materials related to regulated rates that are being provided to customers are clearly and materially inaccurate, that is not the same thing as telling a utility that its marketing materials must include additional or different items. As noted in AIC, the OEB agreed with this position in its recent Decision and Order in the East Gwillimbury Community Expansion Leave to Construct Project.⁴⁷

⁴⁴ ED/GEC Submission, pages 3 and 6.

⁴⁵ [Ontario Energy Board Act, 1998](#), section 2(2).

⁴⁶ [EB-2007-0707 Decision with Reasons, March 26, 2008](#), page 7.

⁴⁷ [EB-2023-0343 Decision and Order, May 14, 2026](#), page 38.

45. Related to the question of jurisdiction is the question of what is the appropriate level of oversight and direction from the OEB.
46. GEC/ED argue that it is appropriate for the OEB to direct changes to Enbridge Gas's limited-use disclaimer. This is a great over-reach beyond the proper role for the OEB.
47. The OEB aims to be a "modern regulator" and has committed to reducing "red tape" and regulatory requirements.⁴⁸ The proposals advanced by ED/GEC accomplish the opposite. They amount to micro-managing the minutiae of utility operations, with a focus on the fine details of communications being made to a very small proportion of the utility's customers. VECC captures this well, stating: "*we do not think getting into an exercise of minutia ... serves the public interest*".⁴⁹
48. The OEB's work would be never-ending if it was called upon to review, re-write and adjudicate every piece of marketing material from regulated utilities. This would add to regulatory burden and associated costs for utilities and their customers. It would also potentially challenge the expertise of the OEB, which would have to expand into the marketing arena. VECC agrees with these statements, noting that "*it is misguided to hold that the Ontario Energy Board, at least in its current legislative clothing has either the authority or the expertise to opine as to what is "optimum or correct" marketing material – if there is even such a thing*".⁵⁰
49. If the OEB determines that it will review and direct changes to Enbridge Gas's limited-use disclaimer materials, then the same requirement should apply to marketing and customer information materials from all regulated utilities. If the OEB's concern is to review and correct all materials including comparisons of costs of energy types, then this will impact materials used by electric LDCs and the IESO.⁵¹ That will be a substantial burden for the OEB and

⁴⁸ See, for example, [OEB Annual Report 2024-2025](#), page 5 (improving efficiency and effectiveness of processes) and page 10 (red tape reduction); and [OEB Business Plan 2026 -2027](#), pages 14-15 (improving efficiency) and page 32 (red tape reduction).

⁴⁹ VECC Submission, page 8.

⁵⁰ VECC Submission, pages 7-8.

⁵¹ Examples of comparative materials currently posted by LDCs and the IESO are here: [Heat pump calculator - Toronto Hydro](#); [AirSourceHeatPumpBrochure_June2018.pdf](#); [Heat pumps: The MVPs of greener homes | Hydro Ottawa](#); [Air Source Heat Pumps | Save on Energy](#).

utilities, at a time where the OEB is stretched for resources and has been directed to reduce regulatory burden.

The OEB Should Not Accept the EFG Evidence as Expert Evidence

50. Based on their allegation that Enbridge Gas's limited-use disclaimer is misleading, ED/GEC ask the OEB to require Enbridge Gas to implement eight changes to the disclaimer.⁵² These are based on the report filed by Energy Futures Group (EFG) authored by Chris Neme.⁵³

51. As a preliminary matter, Enbridge Gas objects to ED/GEC's reliance on the EFG evidence as expert evidence. This position was explained in AIC.⁵⁴ ED/EFG did not respond to or even acknowledge Enbridge Gas's clear statement in AIC that the EFG evidence should not be given expert evidence status.

52. Enbridge Gas repeats its concern that the EFG evidence should not be given any elevated status as "expert" evidence. Rule 13A states that "*An expert shall assist the OEB impartially by giving evidence that is fair and objective*" and requires that the expert's evidence shall include "*the expert's qualifications, including the expert's relevant educational and professional experience in respect of each issue in the proceeding to which the expert's evidence relates*".

53. There is no basis to conclude that the subject matter of the EFG evidence is a matter on which Mr. Neme has specific expertise.

- a. No statement of qualifications from Mr. Neme has been provided, and there is nothing to support that he has any special expertise beyond any other energy industry participant in reviewing utility marketing materials.
- b. The "expertise" section of the EFG website makes no mention of expertise or advice in marketing materials.⁵⁵

⁵² ED/GEC Submission, pages 8-9.

⁵³ Energy Futures Group, Review of Enbridge Heating Cost Comparison, Chris Neme, May 15, 2026 (EFG evidence).

⁵⁴ AIC, paragraph 45, where Enbridge Gas stated: "*As a preliminary point, Enbridge Gas urges the OEB not to give undue weight to the EFG Evidence. There is nothing to support the conclusion that Mr. Neme has special expertise regarding what should be included in customer communications, or what an ordinary customer might interpret from utility marketing materials. Accordingly, there is no proper basis to treat the EFG Evidence as "expert evidence" such that the opinions included would be given elevated status as compared to the arguments and positions advanced by other parties.*"

⁵⁵ [Expertise - Energy Futures Group](#).

- c. No Acknowledgement of Expert's Duty was provided in relation to this evidence, as is required by Rule 13A of the OEB's *Rules of Practice and Procedure*. If signed, this form would confirm that the expert is providing opinion evidence that is "*fair, objective and non-partisan*" and that the expert's duty is "*to provide opinion evidence that is related only to matters that are within [his or her] area of expertise*".

54. The EFG evidence should be treated for what it is: prefiled argument by an advocate on behalf of ED/GEC.⁵⁶ All references within the ED/GEC Submission referring to "the recommendations" or "concerns" of EFG should be read as being the recommendations or concerns of ED/GEC. Enbridge Gas submits that it is important for the OEB to provide clear direction on this point, as otherwise ED/GEC may continue to employ EFG and Mr. Neme as an all-purpose "expert" in the expectation that any manner of opinion evidence submitted will be treated as authoritative or otherwise more persuasive than ordinary intervenor submissions.

55. EP and VECC agree with Enbridge Gas's position. EP states: "*EFG evidence is nothing more than pre-filed argument and should not be given greater weight than argument submissions of other intervenors*".⁵⁷ VECC states: "*Subsequent evidence was filed authored by Mr. Chris Neme. Mr. Neme has no expertise in marketing. In our view what was provided was a package of opinions and advocacy for heat pumps*".⁵⁸

The OEB Should Not Require Intervenors' Proposed Changes to the Limited-Use Disclaimer

56. As noted, ED/GEC ask the OEB to require Enbridge Gas to implement eight changes to the disclaimer, based on the EFG evidence.⁵⁹

57. While Enbridge Gas disputes that any of this is appropriate for the OEB to consider, the table below sets out the Company's responses, generally taken from the Reply Evidence. As can be seen, the recommendations are very granular, and descend into the realm of "micro-

⁵⁶ Related to this topic, it is relevant to note that ED (a tireless advocate for heat pumps) demands what it sees as complete accuracy from Enbridge Gas while ED itself continues to include a link to a "heat pump calculator" on the ED website where the calculator includes the impacts of the carbon levy notwithstanding that the carbon levy was eliminated more than a year ago. See Enbridge Gas Reply Evidence, Exhibit O, paragraph 9 and associated footnote.

⁵⁷ EP Submission, page 3.

⁵⁸ VECC Submission, page 6.

⁵⁹ ED/GEC Submission, pages 8-9. Enbridge Gas specifically disputes ED/GEC's characterization that Enbridge Gas did not actively engage with the findings of EFG in Reply Evidence or AIC. That is simply not true. The Company's Reply Evidence responds directly to each of the "recommendations" from EFG (Exhibit O, paragraphs 19-28). That is confirmed in AIC (paragraph 44).

managing”. Moreover, the recommendations that would have the OEB dictate additional items to be included in utility marketing and customer materials go beyond its jurisdiction and mandate.

ED/GEC Recommendation	Enbridge Gas Response
1. Present the comparisons on an annual basis. This is the only way to clearly account for the full range of impacts, including cooling energy savings	The approach of showing January monthly information is appropriate as it discloses the peak heating cost exposure.
2. Present the comparisons for different heat pump scenarios. This should include (1) heat pumps installed as part of a full electrification of all end uses; (2) full electrification of just heating but continued use of gas for other end uses; and (3) partial electrification of heating with a hybrid furnace-heat pump system.	This is unwieldy and unnecessary. Where do the comparisons stop? As noted by VECC ⁶⁰ , there are many types of electric heat pumps available. Would Enbridge Gas then need to show a variety of different heat pump types or configurations for each scenario?
3. Include all energy cost impacts – including potentially avoidable gas fixed monthly charges for customers who fully electrify all gas end uses (i.e., scenario #1 in the recommendations provided above), avoided gas furnace fan electricity consumption and reductions in electricity required for cooling.	There is no reason to assume that customers who install a heat pump will disconnect from the gas system and avoid monthly charges. Experience shows otherwise. CCC (who propose some changes to the disclaimer) agree with Enbridge Gas. ⁶¹
4. Express and quantify additional heat pump savings for low-income households and those in gas surcharge areas. Although these can be separate from the main cost comparison chart and/or table, it is important to identify and quantify the savings	Low-income customers and those in gas surcharge areas each represent a small fraction of customers, and it is not necessary to identify associated savings in a general-purpose disclaimer.
5. Move discussion of computational details to the footnotes , such as fuel price ratios, heating efficiency differences, etc.	This is micro-managing. Enbridge Gas is the party that should choose how to present information to its customers. In any event, Enbridge Gas considers fuel price ratio and efficiency differences to be fundamental drivers of the cost comparison. Relegating them to footnotes as proposed by ED/GEC would not be appropriate. This further highlights the range of perspectives and preferences that may arise regarding the suitable presentation approach, which should be left to the judgment of the utility rather than litigated before the OEB.
6. Avoid misleading and unbalanced wording that is skewed in favour of gas heating.	Enbridge Gas disputes that its wording is misleading or unbalanced. The utility should have latitude to craft its own messaging.

⁶⁰ VECC Submission, pages 6-7.

⁶¹ CCC Submission, pages 3-4.

	ED/GEC Recommendation	Enbridge Gas Response
7.	Present total heating and cooling energy bills in a simple bar chart , as many customers may find that easier to understand. The chart should show the combined heating and cooling cost of a gas furnace and central air conditioner, as well as for the three heat pump scenarios described in recommendation #2 above. The chart should be followed by appropriate caveats explaining that cost differences will vary based on a variety of factors including current and future energy prices, furnace and heat pump efficiency ratings, the size of the home, insulation levels of the home, etc.	This is micro-managing. Enbridge Gas is the party that should choose how to present information to its customers.
8.	Provide a supporting table that provides more detail, but with a focus on the categories of cost impacts rather than the math used to compute those impacts	This is micro-managing. Enbridge Gas is the party that should choose how to present information to its customers.

58. While acknowledging compliance, CCC (supported by FRPO) nevertheless proposes an additional change to Enbridge Gas’s disclaimer. The one item CCC suggests that is different from ED/GEC is to include fan operation costs consistently for gas furnaces and electric heat pumps.⁶² Enbridge Gas submits that its calculations do exclude fan operation costs for both, except in relation to defrost cycles for electric heat pumps. Adding fan operation costs for both gas furnaces and electric heat pumps would not impact the differential between the two in the way assumed by EFG.

59. For the reasons set out throughout this Reply Argument, Enbridge Gas submits that the OEB should not order the Company to implement changes to its disclaimer. However, in the event that the OEB is inclined to do this, then the specifics of any such changes should be determined in the ongoing DSM plan proceeding (EB-2025-0295), where the DSM programs to which the disclaimer applies are being considered.

No Need for Directions to Enbridge Gas, or for Enbridge Gas to Issue “Corrections”

60. ED/GEC ask the OEB to direct Enbridge Gas to abide by high-level principles in the future when referring to the cost-effectiveness of gas. This is not necessary.

⁶² CCC Submission, page 4.

61. ED/GEC ground much of their argument on allegations about Enbridge Gas marketing materials used in the past.⁶³ This is not a current issue. All parties agreed in the Phase 2 Settlement Proposal (EB-2024-0111)⁶⁴ that it was appropriate for Enbridge Gas, on a go-forward basis, to refrain from including statements related to the relative cost-effectiveness of gas heating unless these also include a comparison with electric cold climate heat pumps.
62. Enbridge Gas has complied with its commitments. The previously-used materials are no longer being used. They are not at issue in Phase 3.
63. ED/GEC are asking the OEB to publish guiding principles to solve a problem that does not currently exist.
64. ED/GEC's "high-level principles" are: (i) provide full, fair and accurate information; (ii) include all relevant energy cost impacts; (iii) expressly guard against the incentive to understate the cost of gas versus its alternatives; and (iv) avoid wording that a typical customer may interpret in an unbalanced manner.⁶⁵ Each and every one of these "principles" is subjective. It is a virtual certainty that each "principle" would be interpreted differently, depending on the perspective of the party applying the principle.
65. Directing Enbridge Gas to observe these proposed "high-level principles" will lead to future disputes. Rather than achieving "regulatory efficiency", as ED/GEC suggest, the addition of these "principles" will lead to never-ending calls for the OEB to review future marketing / customer information materials.
66. Enbridge Gas therefore submits that the OEB should not grant ED/GEC's request for the issuance of high-level principles.
67. ED/GEC also ask the OEB to require Enbridge Gas to issue corrections to customers who received its current and past allegedly misleading materials.⁶⁶

⁶³ ED refers to Enbridge Gas's previous materials on pages 3, 5, 6 and 9 of the ED Submissions.

⁶⁴ [EB-2024-0111 Decision on Settlement Proposal and Interim Rate Order, November 29, 2024](#), page 9 and Schedule A, page 34 (Exhibit N, Tab 1, Schedule 1, page 34).

⁶⁵ ED/GEC Submission, page 7.

⁶⁶ ED/GEC Submission, page 9.

68. Enbridge Gas's previous marketing materials are not in scope within the narrow Issue 13(d). If parties believed that Enbridge Gas should issue corrections for past marketing materials (which the Company strongly contests), then this should have been raised in Phase 2 under issue 24.⁶⁷ Instead, parties agreed in the Phase 2 Settlement Agreement that the issue was resolved by Enbridge Gas's commitment to refrain from future use of marketing and customer information materials using energy comparisons unless comparison to electric cold climate heat pumps is included.
69. As stated repeatedly, the current disclaimer is not misleading. There is nothing to correct. Enbridge Gas therefore submits that the OEB should dismiss ED/GEC's request to require Enbridge Gas to issue "corrections".
70. In the same vein, there are no grounds to proceed as PP suggests and order Enbridge Gas to refrain from using the limited-use disclaimer.⁶⁸ It is reasonable and appropriate for Enbridge Gas, the party offering DSM measures, to ensure that customers are aware that outcomes associated with heat pump installation may differ from those typically associated with natural gas DSM measures.

F. RELIEF REQUESTED

71. Enbridge Gas respectfully requests that the OEB confirm that Enbridge Gas has identified and responded appropriately to all relevant OEB directions and Enbridge Gas commitments made in OEB proceedings that are relevant to Issue 13(a) to (d).

All of which is respectfully submitted September 2, 2026.



David Stevens
Aird & Berlis LLP
Counsel to Enbridge Gas



Patrick Copeland
Aird & Berlis LLP
Counsel to Enbridge Gas

⁶⁷ Has Enbridge Gas appropriately reviewed the energy comparison information in its informational and marketing materials, and taken appropriate actions based on its review?

⁶⁸ PP Submission, page 7.