Feedback Form

Long-Term 2 RFP – August 20, 2026

Feedback Provided by:

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Date: 31 August 2026

To promote transparency, feedback submitted will be posted on the Long-Term 2 RFP engagement page unless otherwise requested by the sender.

- ☐ **NO - There is confidential information, do not post**
- X **YES - Comfortable to publish to the IESO web page**

Following the August 20th, Long-Term 2 RFP engagement webinar, the Independent Electricity System Operator (IESO) is seeking feedback from stakeholders on the items discussed. The presentation and recording can be accessed from the Long-Term Procurement engagement webpage.

Note: The IESO will accept additional materials where it may be required to support your rationale provided below. When sending additional materials, please indicate if they are confidential.

Please submit feedback to engagement@ieso.ca **by September 4, 2026.**

The Ontario Rivers Alliance (ORA) is a grassroots not-for-profit organization with a mission to protect, conserve and restore Ontario rivers. We speak for the people who live on them, fish them, paddle them and pay for the power taken from them.

This submission addresses who bears the risk when a fuel supply fails. Having read the Draft Procurement Contract and Request for Proposals, we conclude that the ratepayer bears all of it. The Independent Electricity System Operator (IESO) is mandated to protect ratepayers, and the Ministry of Energy and Mines (MEM) sets the priorities against which the IESO procures. Between them, they have built a procurement in which a hydroelectric generator is paid on energy it declares rather than energy it delivers, is excused when the river's freshwater flow fails to show up, and is measured years later against a number the proponent chose before procurement. That is not a risk transfer. It is a bet placed by the IESO and paid for by ratepayers. We set out the mechanism in full below because it is not visible in any single clause.

Starting with what is right about this. Using what is already built before building something new is sound, and ORA has argued for it in every IESO planning file we have participated in. Why build a new dam when there is already one that can be repowered? The idea behind repowering, to use what we already have, has our support.

Uncertainties: Economic Growth vs Ratepayer Protection:

The draft Request For Proposal (RFP) asks an existing facility one question: how old it is. An Eligible Existing Facility is one that holds a Medium Term (MT) contract, or that was *"commissioned no later than May 1, 2009"*, and, if it holds another IESO contract, that contract must expire no later than April 30, 2032.[1] There is a floor on age and no ceiling at all, and the contract on offer runs to April 30, 2052.

The test has already been rewritten once and loosened. In February 2026, the IESO proposed that a facility qualify only if, as of 1 May 2032, it had completed **both** *"an IESO (or OEFC) contract with a term length of at least 20 years"* **and** *"at least one full Medium-Term contract term of at least 5 years"*.[2] Twenty years plus five is twenty-five. The August draft asks for neither. An Eligible Existing Facility is now one that *"is the subject of an MT Contract"* **or** that was *"commissioned no later than May 1, 2009"*.[1] Two requirements that had to be met together have become two alternative routes in. The twenty-year and five-year term lengths have gone from the text altogether, and one of the two routes is nothing but a date.

Asked on the call where 1 May 2009 came from, the IESO gave the arithmetic behind the date: *"we started with you got to do an MT contract after your LT [Long Term] contract. LT contracts are 20 years, and MT contracts are five years. We haggled over that for a little bit and landed on, okay, fine, you can do three out of five."*[3]

Twenty years plus three of a five-year MT contract is twenty-three years back from 2032, which gives 2009. So, the date now in the RFP is the residue of a negotiation over contract lengths, and the two years that were haggled away appear nowhere in the document itself. Section 3.6(g)(i) completes the picture: a proponent holding an MT contract does not have to finish it, only keep it running to the third anniversary before terminating it to take the twenty-year contract. ORA has to ask who the IESO was haggling with, and whether the ratepayer had anyone in that room.[1]

The stated reason for the eligibility test has moved too. In February, the IESO said it was *"proposing to base eligibility for Repowering on facilities coming close to/having reached the end of their useful life"*, to *"help ensure value for facilities that ratepayers have already paid for."*[2] End of useful life is a real test, and ORA would support it. What survived into the August draft is a commissioning date, which is not the same thing and asks nothing about useful life at all.

A station commissioned in 1925 clears that test. So does one from 1905. Ontario Power Generation (OPG) is rebuilding stations of exactly that vintage today, and the Ontario Waterpower Association's (OWA) own Knowledge Centre says that many of Ontario's 224 waterpower facilities *"have been in operation for over 100 years."*[4]

To be clear about our own position, part of that widening is something ORA asked for. In our filed feedback of 12 March 2026, we asked the IESO to remove or make the MT prerequisite optional for non-hydro facilities that had completed their original twenty-year contract, and we said that competitive tension requires a broad eligible pool. We do not withdraw a word of it.[5] Our objection here is narrower. Widening the pool without ever asking whether the water will be there widens it for a resource whose fuel is in decline, and the change was made by haggling over contract lengths rather than by looking at any plant, any dam or any river.

It is worth asking why the design keeps moving, and why it moves in only one direction. On 23 December 2025, two months before the February engagement, the provincial government added economic growth to the IESO's statutory objects and refused stakeholder requests to narrow it.[6] Since then, the eligibility test has gone from two requirements that had to be met together to two alternative routes, one of them a bare commissioning date. The end-of-useful-life test has gone with it. Repowering has been excused from the Deliverability Test that new build must pass. And a case has appeared in which repowering is paid more than the new build it displaced. Not one of those changes protects a ratepayer. Every one of them makes it easier to contract. That is what a growth object looks like when it reaches procurement, and we set the mandate change out in full below.

That is our difficulty with this engagement. Multiple matters that looked settled in February are open again in August, and each time they move, they move the same way. We are being asked to comment on a moving target.

ORA Recommendation 1: That no repowering contract be awarded to a hydroelectric facility without a current dam safety review and a climate risk assessment for the structure; and that the Form of Independent Engineer Certificate be amended so that the Independent Engineer certifies both, together with the basis on which the facility is expected to have sufficient water available to perform over the full term, with the certificate a public document.

ORA Recommendation 2: That the IESO state on the public record whether any maximum age is intended for an Eligible Existing Facility, publish the age profile of the eligible pool by resource type, and confirm whether the end-of-useful-life test it proposed in February 2026 still applies.

One point on eligibility deserves credit. The IESO confirmed that the municipal support requirement will apply to every proposal, including repowering proposals. Stakeholders asked for that, and the IESO agreed. It is the right answer, and we support it.[7]

Repowering:

Do you have feedback on the proposed requirements?

Repowering: Requirements for Commercial Operation:

This is the most important question on the form. The new test asks whether the facility will run but never asks whether the water will be there to fuel it, or whether the dam is safe.

Section 2.5(a)(i)(E) of the draft Contract requires inspection by an Independent Engineer to certify that it is fit, that work has been performed *"in a manner reasonably designed to enable the Facility to operate in accordance with the IESO Market Rules until the Expiry Date"*.[8] That is a test of condition for a turbine, a transformer or a headgate. However, for a 40 or 100-year-old hydroelectric plant about to be

given a new 20-year contract, it is insufficient to assess fuel availability or dam safety over that period. Nothing in this procurement asks whether a structure built in 1925 can safely hold back water during the storms Ontario is now experiencing, and a dam failure puts people, property, and the river downstream at risk long before it puts a megawatt at risk.

Hydroelectricity's fuel is water flow, and it is not a fuel anyone can order up during a hot summer or a drought. We searched both draft documents, the Contract and the RFP, for the words that ought to be in them. In roughly eight hundred kilobytes of RFP and Contract text, the word *hydrology* appears zero times. *Climate* appears zero times. *Water availability* appears zero times. The word *drought* appears exactly once.[1],[8]

Drought appears in the definition of Force Majeure. Section 11.3(a) lists *"acts of God, including extreme wind, ice, lightning or other storms, earthquakes, tornadoes, hurricanes, cyclones, landslides, drought, floods and washouts"*, and section 11.3(f) adds *"delays or disruptions ... in fuel supply, as applicable"*.[8] The single place a 20-year contract for a water-powered facility acknowledges that the water might not come is the clause that excuses the supplier when it does not come.

We want to be precise about why that matters, because the clause has a gate on it. Force Majeure is available only where the impact *"could not reasonably have been anticipated as at the Contract Date"*.[8] Declining water availability can be anticipated. Statistics Canada has now recorded three consecutive years of record temperatures and reduced hydroelectric generation in Canada.[9] Manitoba Hydro booked roughly $220 million in audited drought losses across two fiscal years.[10],[11] Ontario's own 2023 Provincial Climate Change Impact Assessment finds that *"the highest risks across all sub-categories were found to be for electrical power generation infrastructure"*, risks that are high now and expected to stay high for all future time periods, and that *"low water flows due to drought conditions can reduce hydroelectricity generation efficiency or outputs"*.[12] And the senior vice president of partnerships and development at Hydro-Quebec, the largest hydroelectric operator in North America, told a reporter this month that *"there is greater volatility to hydropower"* and that his utility *"had to manage our assets and, importantly, diversify our generation."*[13] The diversification he is describing is wind. Hydro Québec's Action 2035 plan is built on ten gigawatts of it, and the utility launched its largest ever wind tender in April 2026.[13]

On the face of it, a drought claim should therefore fail the anticipation test. But nothing in the Contract says so, and the question will be argued by lawyers years from now, at ratepayers' expense, over a contract nobody can reopen.

The IESO already knows how to close that door, because it has closed it three times in this very Contract. Section 11.2(g) refuses Force Majeure *"in respect of any impacts of the COVID-19 pandemic, the Russo-Ukrainian military conflict or the military conflict in, adjacent to or relating to the state of Israel or the Islamic Republic of Iran, that were known or ought reasonably to be known by the Supplier ... as of the Contract Date"*.[8] The IESO named three world events and said a supplier cannot hide behind what everybody already knows. We are asking for a fourth item on the IESO's own list. It is one sentence, and the IESO wrote the model itself.

ORA Recommendation 3: That the IESO amend section 11.2(g) of the LT2(e-2) Contract to add climate-driven change in water availability, including drought and reduced river flows, to the conditions that were known or ought reasonably to be known by the Supplier as of the Contract Date, so that a hydroelectric supplier cannot claim Force Majeure for a fuel shortage it knew about when it signed. ORA attaches the proposed wording as a marked-up clause.

There is a simpler answer than certifying a twenty-year promise about water, and ORA filed it on 12 March 2026. For repowered hydropower, the five-year MT contract is the appropriate framework for life extension, not a twenty-year Long Term contract, precisely because the severity of water availability cannot be forecast twenty years out. Shorter terms also allow more facilities to move through licensing in any given window, with each renewal reflecting updated hydrology. As we said then, a blanket

twenty-year term prioritizes administrative simplicity over fiscal prudence. That recommendation has not been answered, and the August drafts do not address it.[5]

ORA Recommendation 4: That repowered hydroelectric facilities be recontracted under the five-year MT framework with a climate-informed performance review at each renewal, rather than given 20-year Long Term contracts, so that ratepayers are not committed to two decades of fixed payments for a fuel that cannot be forecast that far ahead.

Gaming the Performance Test:

If the Contract will not consider climate change and the availability of freshwater inflow, the obvious answer is that it must test electricity being generated. It does, but so loosely that a facility can underdeliver for the life of the 20-year contract without being in default. We set the mechanism out in full because it is not obvious from any one clause.

First, the yardstick belongs to the bidder. Performance is measured against the Annual Average Imputed Production Factor, which the proponent writes into Exhibit B of his own proposal, and which is then fixed for the 20-year Contract term. Section 3.1 sets the Minimum Performance Factor at 80 percent of that self-set number. Section 10.1(j) makes it an event of default only below 65 percent of the same self-set number. Exhibit F confirms both: a shortfall of 20 percent or less carries a charge of zero.[8]

Second, the first three years are free of default. Exhibit F says the charge is calculated *"starting after the end of the third Contract Year"*, and section 10.1(j) uses the same trigger. Nothing at all happens in years one, two and three, no matter what the facility delivers.[8]

Third, it is a three-year average. The Actual Performance Factor is calculated *"for any three (3) Contract Years period"* from total delivered electricity over *"the most recent three (3) Contract Years"*.[8] A dry year is averaged in with two wetter ones, so the dry year disappears.

Fourth, and this is the part that undoes the rest, hours are removed before the average is struck. Exhibit F subtracts "Excluded Hours" from the denominator, and those are Force Majeure Outage Hours, Grid-Based Unavailability Hours, and hours when the day ahead price is negative. A Force Majeure Outage Hour is defined as *"an hour ... for which the Facility is the subject of an event of Force Majeure"*, and a partly derated hour counts as a fraction.[8] Drought is an event of Force Majeure (including normal summer low flow events). The hours a hydropower facility loses to low freshwater flow can therefore be removed from the generation measurement first, and the plant is then graded on the hours that remain. Many smaller run-of-river facilities on smaller rivers would likely experience this every summer, when there is not enough flow to turn the turbines. The minimum size of an eligible waterpower plant is 1 MW, which is a very small project.

Fifth, even at the bottom of all that, termination is optional. Section 10.2(a) says the Buyer "may" terminate, subject to Article 12, which gives the secured lender its step-in rights first. And the Non-Performance Charge is written in as *"the sole and exclusive remedy"* for anything short of that.[8]

Now put the IESO's own advice on top of it. In the Response to Feedback of 14 August, the IESO told proponents: *"The more conservatively a Supplier bids their Monthly Imputed Production Factors relative to their actual estimated capability, the less production risk they will be exposed to."*[14] ORA will call that what it is. That is the system operator teaching bidders how to lower the bar they will later be measured against. It is gaming the test, and the instructions came from the IESO. I ask you, is that advice in the best interest of the ratepayer or of the waterpower industry?

This matters beyond the charge because the same self-set number tells the IESO that its target has been met. The RFP defines Expected Annual Production as the imputed production factor multiplied by contract capacity and 8,760 hours,[1] and both the New Build Target and the Repowering Cap are measured in that imputed energy. A conservatively bid number therefore produces a procurement that

looks full on paper and an energy supply that was never really promised. Ontario would find that out in the 2030s, which is when the energy was bought for.

We will put it plainly. A resource that is allowed to promise little is measured against its own small promise on a three-year average, after the bad hours are taken out, starting in year four, with termination optional at the end, has not been asked to do very much for the money. The IESO's job is to protect ratepayers. Its mandate also includes, as of December 2025, “economic growth”. How is building new hydropower facilities that cannot legitimately fulfill their contracts without gaming the system, or being paid for power they did not generate, a positive for the ratepayer or the economy?

ORA Recommendation 5: That the Annual Average Imputed Production Factor submitted for any hydroelectric proposal, whether new build or repowering, be supported by forward, climate-adjusted hydrology and independently reviewed before the proposal is evaluated, rather than accepted as submitted.

ORA Recommendation 6: That Excluded Hours under Exhibit F do not include hours lost to drought or to any other shortfall in water availability for a facility whose energy source is freshwater flow, so that the resource is measured on the fuel risk it actually carries.

ORA Recommendation 7: That the IESO publish annually, for every contracted facility, the Monthly Imputed Production Factors on which it is being paid, the electricity it actually delivered, and both expressed as a percentage of installed capacity, so that the ratepayers who pay for the energy can see what they are paying for and whether it arrived; and that, before proposals are submitted, it publish for each resource type the payment that would be made in a year in which a facility delivers 100, 75, 50 and 0 percent of its declared production.

A Late Gas Turbine, but No Dry Year:

One last comparison, and we offer it without heat. The same Contract contains section 2.15, a bespoke provision that allows a supplier using natural gas or biogas to extend the expiry date if a combustion turbine cannot be delivered on time.[8] The drafters found room for a late gas turbine. They found no room for a dry year, which is well understood to become more frequent in this warming climate. Two clauses, side by side, show whose problems were in mind when this Contract was written.

Hydropower Providers are Paid Whether the Water Arrives or Not:

This part concerns whether underperformance costs the energy supplier anything at all, and the answer is that it very largely does not. We had assumed, as most readers would, that an energy contract pays for energy. This one does not.

Section 4.1 states that the Monthly Payment is *“an amount, based on the imputed operating and revenue model calculated in accordance with Exhibit J”*.[8] Exhibit J then sets out that model. Stripped of its indexing terms, the Monthly Payment is the Indexed Fixed Price multiplied by the Contract Capacity, multiplied by the *Imputed* Production Factor, multiplied by the hours in the month, less the Imputed Production Price multiplied by the *Imputed* Production Factor and the same capacity and hours, less any Non-Performance Charge.[8] Every quantity in that formula is imputed (estimated rather than measured). Not one of them measures what the facility actually generated.

The plainest proof is a word count. The phrase “Delivered Electricity” appears exactly once in the whole draft Contract. It appears in Exhibit F, in the numerator of the performance test described above. It does not appear in the payment formula, and it is not among the defined terms.[8] Section 2.6(b) confirms the design in words: *“the Parties acknowledge that the Buyer is not purchasing from the Supplier, nor is the Supplier selling to the Buyer, any Electricity or Related Products hereunder.”*[8]

Consider a dry decade. The facility's electricity output falls. It loses the revenue it would have earned selling into the market, because it has nothing to sell. But the Contract continues to pay it the difference between the fixed price it bid at procurement and the market price, on the volume it declared in its

original proposal. At a fixed price near the Window 1 weighted average of $88.84 per megawatt hour, against a market price in the low tens of dollars, **a facility generating nothing at all would still be collecting a substantial payment per megawatt hour of energy that was never produced. Ratepayers would be funding it.**

There is a further turn, and it matters. The Force Majeure Capacity Reduction Factor multiplies both halves of the formula, so hours claimed as Force Majeure reduce what the supplier is paid.[8] A supplier facing low water therefore has a choice. He can claim Force Majeure, lose the payment for those hours, and have them removed from the performance test. Or he can say nothing, keep the full imputed payment, and take his chances with a performance test that does not begin until year four, runs on a three-year average, and is measured against a number he set himself. He will choose whichever is better for him. Neither door puts the cost of the missing water where it belongs. It is the ratepayer who pays, so it is not a problem for the seller at all.

And in the hours when the wholesale price goes negative, the deduction side of the formula treats the price as zero.[8] Those are precisely the hours MEM's own policy paper says non-dispatchable hydroelectricity helps to create.[15] The surplus this resource contributes to is a surplus ratepayers pay full price for.

This is not a quarrel with the contract structure itself. Paying on a declared volume is a sensible way to buy from a resource whose output varies in the short term but is stable over the long run, and it is how this same Contract will pay for the wind and solar ORA supports. It is not a sensible way to buy from a resource whose fuel is in decline, and that is the whole point. A twenty-year deemed-production contract for hydroelectricity is a wager that the water of the last thirty years predicts the water of the next thirty, and the IESO's own bulk plans, Ontario's own Climate Change Impact Assessment and Statistics Canada's own generation record all say it will not.[16],[12],[9] The proponent has not taken that risk. He has shoved it off onto the ratepayer, who pays for that ticket, and the IESO wrote the instrument that seals the deal, at the direction of the Minister of Energy and Mines.

Nobody Has to Say What Was Generated:

That leads to the question a ratepayer would ask next. Is there a reckoning? At the end of a year, does anyone have to report what the facility actually produced versus what it promised? We went looking, and the answer is no.

Article 15 of the Contract is titled “Reports to the Buyer.” It is about outages and the Annual Operating Plan. Nothing in it, and nothing elsewhere in the Contract, requires a supplier to report the electricity it generated.[8] Section 5.1 gives the IESO remote access to the facility meters *“on a daily basis”*, so the IESO must hold the numbers. Section 5.2 then has the monthly settlement Statement flow from the IESO to the supplier, setting out the basis for a payment that is imputed. The IESO reads the meter every day but pays on the estimate.[8]

The one figure that would make any of this checkable is contractually secret. *“Mutually Confidential Information”* is defined as the Fixed Price, the Monthly Imputed Production Factor and the Annual Average Imputed Production Factor, and section 8.1(d)(v) has the supplier consent to publication of the agreement *“in its entirety, except for any Mutually Confidential Information”*.[8] So, the contract is published with the promise removed, no delivered figure is published at all, and the public/ratepayer cannot see the gap between them.

Ratepayers pay for this power. They are entitled to see how these facilities are performing on the way to becoming an energy superpower, and what they are paying for, particularly while the province is committing them to so much, so quickly, on terms that run to 2052. We should at the very least be allowed to see the Monthly Imputed Production Factor on which a facility is being paid, and what percentage of installed capacity it is actually generating. Neither is a commercial secret worth keeping from the citizens funding it.

ORA Recommendation 8: That for any facility whose energy source is water flow, the Monthly Payment be tied to Delivered Electricity rather than to the Imputed Production Factor, or in the alternative that the Imputed Production Factor used in the payment calculation be reset periodically during the Term against actual measured hydrology, so that ratepayers are not paying a fixed price for energy the river is no longer producing.

ORA Recommendation 9: That the Imputed Production Price in Exhibit J not treat a negative wholesale price as zero for a non-dispatchable resource, so that ratepayers are not paying the full contract price for deemed energy in the very hours when that resource is contributing to a surplus.

Repowering: Competition Mechanics:

Two rules govern how much repowering is bought. Repowering proposals must price below the most expensive new build proposal the IESO selects, and the total volume is capped. ORA supports repowering existing facilities before procuring new ones, or a higher ratio of repowering to new build. Our concerns are about what is not published, and about what happens when those two rules are set aside.

The Repowering Cap is now blank in the draft and is not a numeric value. The RFP derives it *"based on the maximum acceptable concurrent outages from Eligible Existing Facilities that will not compromise system reliability"*.[1] On the call, the IESO was franker still: *"the main thing is really what our operators think that can safely go offline at a given time to be able to do repowering work."*[3] The amount of repowering Ontario buys is therefore being set by outage management, and neither the number nor the analysis behind it has been published. Nor is the New Build Target in the draft. On the call the IESO said it would be *"around three terawatt hours"*, that it is *"not actually in there yet"*, that the 0.63 TWh lost from Window 1 will be added, and that at a maximum it would be 3.6.[3]

The February 2026 deck put the Window 2 range at 1 to 3 TWh from the Integrated Resource Plan, and its worked example assumed 3 TWh of new build against a 1 TWh repowering cap.[2] Both governing numbers are therefore still blank, and ratepayers are being asked to accept a volume without being shown the arithmetic. ORA has said for years that Ontario should use what it already has before building new, and we say it again here: the ratio should favour repowering over new build.

ORA Recommendation 10: That the IESO publish both the New Build Target and the Repowering Cap for each stream, together with the outage analysis that produced the cap, in a draft that is open for comment and well before the proposal submission deadline; and that Ontario use its existing hydroelectric facilities before building new ones.

The second point was raised on the call by a developer, about what happens when the IESO cannot buy as much new build as it wants. The IESO explains the machine plainly in its own February deck: new build and repowering proposals are *"ranked in the same price stack from lowest to highest, with projects of both type accepted until the New Build target is filled."*[2] So the price a repowering proposal has to beat is simply the price of the last new build taken, and, as the IESO puts it, *"this price threshold is not known in advance; it emerges from the New Build competition."*[2] Take away the stopping point and the ceiling goes with it. If there are not enough deliverable new builds to fill the target, the climb up the price stack never stops on the new build side, and repowering keeps being taken until the Repowering Cap is full. The IESO described that outcome itself: repowering is taken *"even if they are more expensive than the most expensive new build until we hit the repowering cap."*[3] That is not a remote possibility, because the two streams are not tested the same way. A new build must pass the Deliverability Test. Under section 4.5(a) a repowering proposal that does not increase its nameplate capacity is given no Deliverability Test at all and is *"deemed to be 'Deliverable'"*.[1] The stream excused from the test is the stream that gains when the other fails it.

Our objection is about price, and the IESO has already accepted the premise. Its own February deck records the stakeholder view that repowered facilities have *"structural cost advantages (paid or known interconnection, existing site, community familiarity)"*, and the IESO answered that competition between the two *"will result in the most cost-effective outcomes for ratepayers."*[2] If a repowered facility carries structural cost advantages, it should cost the ratepayer less than a new build, not more. A procurement that pays more for repowered supply than for a new build is not buying at least cost, and least cost is the test the province itself says protects ratepayers.

ORA Recommendation 11: That a Repowering Proposal be priced below the lowest New Build Proposal the IESO selects, not the highest, because the IESO has itself recorded that repowered facilities carry structural cost advantages and they should not cost the ratepayer more than a new build; and that where neither the New Build Target nor the Repowering Cap can be filled at or below that price, the IESO procure only what is needed rather than filling a quota.

Third, and this matters. The IESO told the session that the repowering framework is aimed largely at the natural gas fleet: *"for gas resources, you should all expect that we will dip our toes in rather than let a significant portion of the gas fleet go offline at the same time to do repowering work. We certainly recognize the importance of the gas fleet and repowering for the gas fleet."*[3] Repowering is a framework that will carry both of Ontario's emitting generation types, **gas and reservoir hydroelectricity**. **Neither should get an evaluation advantage over resources that do not emit.**

ORA Recommendation 12: That no rated criterion, environmental attribute, clean energy credit or duration-related criterion confer an evaluation advantage on an emitting resource, whether natural gas or reservoir hydroelectricity, in either the New Build or the Repowering competition, and that duration-related criteria be applied evenly across resource types providing equivalent reliability services.

Finally, on process. Section 4.3 of the draft RFP, the rated criteria section, is printed with empty square brackets where the criteria and the points should be. It reads, in full: *"There shall be a maximum of [] possible Rated Criteria Points awarded to any Proposal. The Rated Criteria to be used by the IESO are as follows: (a) []"*.[1] Nobody can comment on criteria that are not written down, and if they first appear in the final documents in the first quarter of 2027 there will have been no comment window on them at all.

ORA Recommendation 13: That the IESO post a further draft of the LT2(e-2) RFP with section 4.3 completed, and provide a comment period on the rated criteria, before the final RFP and Contract are issued.

Federal Crown Land

Please inform the IESO if you intend to site your project on federal Crown land.

ORA is not a proponent and has no project to site. We have nothing to report under this question.

Disclosure of Additional Pricing Information for Window 1:

Do you have feedback the IESO should consider when determining whether to release price curves for LT2 Window 1?

Yes, transparency is crucial, so publish them. ORA asked for exactly this on 3 July, when we recommended that the IESO publish aggregated, anonymized pricing ranges by technology so that ratepayers could judge whether procurement outcomes represent value for money. The IESO has moved a long way toward it and deserves credit for doing so.[7]

We ask for one addition. The curve as described would show prices from lowest to highest with no identifying data, which means no technology labels. Price without technology tells a ratepayer what was paid but not what it was paid for, and it is the comparison between technologies that shows whether the province is buying well. Where a resource type drew enough proposals that a label cannot expose an individual bid, label it.

ORA Recommendation 14: That the IESO publish price curves for each stream of LT2 Window 1, and that prices be labelled by resource type wherever a resource type attracted enough proposals that labelling cannot identify the price of any individual Proposal, with the remainder grouped so that no bid is exposed.

General Comments/Feedback:

Do you have additional feedback to share with the IESO?

The IESO's mandate is electricity reliability and the protection of ratepayers. Not one recommendation in this submission asks the IESO to step outside it. This is a request for integrity in its own documents, transparency for the ratepayers who fund them, and decisions made in the public interest, rather than in the interest of one industry. We are asking the IESO to stop paying for energy that may not arrive, to measure what it buys against something other than the seller's own estimate, to let ratepayers see what they are paying for, and to say the same thing about hydroelectricity on its public web pages that it says in its own planning documents. What follows sets out, clause by clause, why we say none of that is happening.

Measure Hydro the Same Way:

OPG asked the IESO in this round to write Effective Load Carrying Capability accreditation into the LT2 framework, so that battery storage is discounted as its share of the grid grows. OPG called the measure *"technology-neutral"* and said it *"measures actual reliability contribution rather than prescribing a specific duration"*.[17]

ORA is not asking the IESO to adopt it. We are asking one thing only. If the IESO is going to measure what a battery really delivers when the system peaks, **it must measure hydroelectricity the same way**. And either way, publish hydro's number. The IESO already has it and has never reported it beside the megawatts.

Here is why that matters. The IESO's North of Sudbury Bulk Plan says energy-limited resources are modelled at levels available *"approximately 98 percent of the time"*, and about 85 percent of the time when a transmission element is out of service.[16] However, it never says, anywhere in the report, what share of installed capacity that percentile represents. The IESO'S 2015 North of Dryden plan does say. At page 56, it defines the term: *"Dependable capacity refers to the portion of the total installed capacity that can be relied upon to meet local or system peak capacity needs. This refers to 98-percentile output."* And Table 7 on the same page puts run-of-river hydroelectric dependable capacity at 15 to 30% of installed capacity.[18] Same operator, same measure, eleven years apart. The IESO's 2026 report gives the percentile, and the 2015 report says what the percentile is worth: 15 to 30% of installed capacity.

A measure of actual reliability contribution that is good enough to discount batteries is good enough to be applied to a resource that delivers 15 to 30% of its nameplate when the system needs it most. We suspect that is precisely why the number has never been published beside the megawatts.

ORA Recommendation 15: That the IESO publish, for every resource type eligible under the LT2 RFP including hydroelectricity, the dependable capacity or effective load carrying capability value it uses in planning, expressed as a share of installed capacity, before proposals are submitted; and that if any measure of contribution at peak is adopted for evaluation purposes, it be applied to every resource type without exemption, with the dependable capacity of each made publicly available on the IESO website.

A Hydroelectric Lane with No Competition:

Two things were filed with the IESO on 3 July that should be read together.

The first is a concession, and it comes from the waterpower industry itself. Paul Norris, President of the OWA, wrote to the IESO with concern that removing the day-ahead to real-time adjustment mechanism would shift settlement risk onto proponents, and that *"for some run-of-river hydro, proponents may be unable to manage this risk due to variable hydrology."*[19]

That is the president of the waterpower industry association, in writing, on the IESO's public record, saying his members may be unable to manage the water flow, and saying it out loud in front of his competitors. It is worth more than any study ORA could file, because he is admitting a big problem against his own interest. Hydroelectricity is not firm, and the people who own it know it. It is concerning that the OWA knows it, the IESO knows it, and the Minister knows it, yet they all continue to protect the hydropower industry against the ratepayers' best interests.

The second is the ask. In the same form, the OWA proposes that unused hydroelectric volume be *"set aside for hydro resources in a subsequent LLT-e procurement (LLT-e Window 2), and include new, expanded, and repowered hydroelectric facilities"*, that is, a second Long Lead-Time (LLT) window reserved for hydroelectricity.[19] Having entered one proposal out of 74 in an open competition and lost, the industry's answer is a procurement where it does not have to compete. How is that in the public interest, and how does it get the best electricity deal for ratepayers? The private part is being said out loud, and it is fair to ask why the OWA expects the IESO to capitulate.

The reason it lost is in the IESO's own filing cabinet. The 2015 North of Dryden plan puts run-of-river hydroelectricity at $60 to $110 per megawatt hour and at five to ten years to build.[18] Window 1 cleared at $88.84, inside that range. A resource that costs about what the whole market cleared at, and takes five to ten years to construct, is not going to win a competition, and those are 2015 dollars.

Window 1 also bought the portfolio the IESO's own analysts recommended: its Hybrid Resource Portfolio Equivalency Assessment found that wind, solar and battery storage together can serve 99.50 to 99.98 percent of load in every weather year modelled.[20] The competition and the IESO's own technical work agree with each other. So, on what basis is a separate channel being built for the one resource that entered and lost?

ORA raised a related question on 3 July, and it has not been answered. In earlier engagements, the IESO described the Long Lead-Time RFP as a single procurement. It is now referred to as having future windows, and the OWA is requesting one. If the LLT is now a recurring channel, the volume of long-duration, ratepayer-backed hydroelectric commitments is materially larger than the public has been led to believe. Why should the waterpower industry get special treatment over every other industry that bid into the same competition?

ORA Recommendation 16: That the IESO confirm on the public record whether the Long Lead-Time RFP is now an exclusive recurring procurement rather than the single window it was described as and reconcile any change with its earlier statements.

ORA Recommendation 17: That the IESO create no technology set-aside, reserved volume or exclusive procurement window for any resource type, including hydroelectricity, in the LT2 or LLT procurements.

Hydropower is Neither a Baseload nor a Battery Resource:

Ontario is being told two different things about hydroelectricity by the same institutions, and the difference tracks the audience.

The IESO's own public web page, under the heading Baseload Generation, tells Ontarians: *"Nuclear and run-of-the-river hydro plants generate a constant, steady supply of electricity - 24 hours a day, 7 days a week. The output of these generators is consistent and reliable, but rarely changes. Because of these operating characteristics, they are typically used first to meet Ontario's energy needs."* The same page says hydro *"serves as a source of baseload, intermediate and peaking generation."*[21]

The IESO's North of Sudbury Bulk Plan, published on 20 August 2026, the same day as the LT2 session, tells the IESO's own planners something else. The regional fleet is *"predominantly made up of run-of-river or peaking facilities with limited storage capability"*, and *"the lack of long-duration water storage, together with variations in water availability and operating patterns, results in large differences between installed hydroelectric capability and the amount of generation that can be depended upon in all hours of the day and under all system conditions."*[16] The IESO's May presentation on the same plan says hydroelectricity *"is energy-limited and cannot be relied on at full output in all hours"*, and lists among the findings of the needs study *"Low overnight hydro generation."*[22]

Both statements cannot be true. Note which plant type the public page names: run-of-river, the kind with no storage at all, and a peaking facility must refill its headpond during off-peak hours. Overnight off-peak hours are exactly when a baseload resource is expected to deliver.

Which brings us to the battery claim. It is being made, and it is being made carelessly. Waterpower Canada's own website describes hydropower as offering *"flexible baseload electricity generation with long duration energy storage from reservoirs and pumped storage"* and speaks of *"leveraging the battery-like potential of water storage."*[23] OPG's own report to government says *"waterpower is the only clean, renewable and abundant source of electricity that is always available"*.[24]

The IESO has already answered this, in its own words, on its own website. Its Energy Storage page lists six storage technologies: battery storage, thermal storage, flywheels, compressed air, pumped hydro storage and hydrogen storage. Conventional reservoir and run-of-river hydroelectricity are not on the list.[25] The IESO drew that line correctly. Pumped storage is storage because the water is pumped back up into the upper reservoir to generate power when it is needed. A hydroelectric reservoir is not storage, because nothing puts the water back on demand. It refills from precipitation, snowmelt, runoff and springs, and that is weather, not a charging cycle. A battery that can only be recharged when it rains is not a battery; calling it one in a procurement document would misprice it, and it is classic greenwashing, plain and simple.

It is the IESO's own planning language against the IESO's own public language. We are asking it to settle the difference in favour of truth and transparency.

ORA Recommendation 18: That the IESO be truthful and transparent in the description of hydroelectricity on its public web pages so that it is consistent with the IESO's own planning documents, and in particular that it stop describing run-of-river hydroelectric plants as generating a constant, steady supply 24 hours a day, 7 days a week when its own bulk plans describe the same fleet as energy-limited with limited storage capability.

ORA Recommendation 19: That the IESO, in its own procurement and contract design, treat conventional reservoir and run-of-river hydroelectricity as an energy-limited resource and not as storage, consistent with its own Energy Storage taxonomy.

Credits for Benefits that Do Not Exist:

On environmental attributes, the point should be settled rather than managed. Section 2.10(a) of the draft Contract provides that *"the Buyer shall have no interest hereunder in any Environmental Attributes arising from the operation of the Facility"*, and Environmental Attributes are defined to take in Clean Energy Credits.[8] Ratepayers fund the contract, and the supplier separately keeps and sells the credit, and the environmental credit rests on describing a greenwashed methane-emitting reservoir as clean and non-emitting. Reservoirs emit carbon dioxide, methane and nitrous oxide across a full lifecycle of a century or more, and reservoir methane alone accounted for 5.2 percent of global anthropogenic methane emissions in 2020.[26]

This goes to the heart of it, and we want to be blunt. There is no environmental benefit being purchased here. On every count, it is the opposite. These facilities fuel climate change with their emissions. They degrade water quality and the fisheries that depend on healthy ecosystems. And they place an unnecessary financial burden on ratepayers. A credit is supposed to certify an environmental benefit. This one is a farce that certifies nothing anyone has measured or is required to deliver.

Take fish passage. By the OWA's own count, there are 224 waterpower facilities in Ontario.[4] On ORA's count, only two provide fish passage, and both are one-way eel ladders. Every other dam is a wall and a blender. Nothing in this procurement asks whether a repowered facility will pass fish, and nothing anywhere requires it to.

Take decommissioning. Under the Renewable Energy Approval regulation, O. Reg. 359/09, made under the *Environmental Protection Act*, a wind or solar proponent must file a Decommissioning Plan Report before approval.[27] Ontario's own technical guide says that report must set out procedures for dismantling the facility, activities to restore the land and water, and procedures for managing waste, and must include a separate plan in case the project is abandoned during construction.[28] Waterpower carries no requirement for removal when the dam is no longer viable. The decommissioning requirement stands for wind and solar, but there has never been one for dams.

We know where the real fix belongs, and it is not here. Fish passage and decommissioning should be required by the Class Environmental Assessment for Waterpower Projects, or by the *Environmental Assessment Act* itself, and neither requires this crucial element. It's not surprising because the OWA's mandate is to represent the common and collective interests of the waterpower industry, not the public interest, yet it was allowed to write the Class EA for Waterpower. Ontario has a very broken and dysfunctional environmental assessment process.

We are not asking the IESO to write environmental law. We are asking it to stop issuing a certificate of environmental benefit to a facility that delivers none, because the certificate's power lies in the IESO's own contract.

ORA Recommendation 20: That the IESO confer no clean energy credit, environmental attribute, or rated criteria advantage on any hydroelectric facility that provides no fish passage and carries no funded decommissioning obligation, and that the IESO not rely on the Class Environmental Assessment for Waterpower Projects as evidence that any such environmental benefit exists.

Growth Against the Public Interest:

Every open question in this engagement was answered with uncertainty, because the drafts record them as "under consideration". The cap on repowered versus new generation. Rated criteria for Prime Agricultural Areas, reflecting the provincial land-use policy set out in the Directive. Indigenous and municipal support, and locational rated criteria, "under consideration" with government. Domestic content awaiting conversations with government that have not begun.[7],[14] Many previously settled criteria are uncertain again, and the February 2026 engagement had already listed the deliverability approach for repowering, the Independent Engineer report requirements, rated criteria, and buy-local

provisions as items under ongoing consideration.[2] Six months later, they still are. We do not say the IESO is being evasive. We say the deferral is now built into the law.

On 23 December 2025, the decision notice for ERO 025-0993 recorded that the *Protect Ontario by Securing Affordable Energy for Generations Act, 2025* made a suite of changes including *"adding the objective of economic growth to the mandates of the IESO and OEB"*.[6,29] Stakeholders asked for the wording to be narrowed, some proposing *"economic growth that benefits Ontario communities"*. MEM refused, and its reason is the sentence that matters: *"The ministry has considered all comments and has made the decision to maintain the existing language in its proposal to ensure the IESO and OEB have sufficient flexibility to adapt their planning and regulatory activities to evolving priorities, while staying aligned with the broader and overarching priority of economic growth."*[6]

So, it is fair to ask what this procurement actually produces. Follow the money, and it only moves one way. Ratepayers pay for the energy a hydropower facility says it will deliver, not the energy it actually delivers, and nobody is required to tell them the difference. Ratepayers pay the full contract price for the hours when the market price falls below zero. They can be made to pay more for a repowered dam than for a new build, because the price repowering has to beat only exists if the new build target is filled. They fund transmission planning for generation no regulator has yet assessed or approved. They pay for a clean energy credit the supplier keeps and sells, for an environmental benefit that does not exist. And at the end of a dam's life they, or taxpayers, pay again to remove it, because nobody required the owner to set the money aside. Every one of those costs lands on the public. None of them lands on the waterpower industry.

Now take the province's own theory of what destroys growth. *Ontario's Affordable Energy Future*, 2024, says it plainly. Ontario lost *"300,000 manufacturing jobs between 2004 and 2018 as high electricity prices drove companies to other jurisdictions"*, and the Minister's own message describes *"high energy costs that destroyed our manufacturing sector and eliminated more than 300,000 good paying jobs"*.[15] If high electricity costs are what drove employers out of Ontario, then a procurement that raises costs to buy energy that may never arrive is not a growth strategy by the government's own reasoning. It is the thing the government says it came to office to stop.

And there is a second economy here that this procurement does not count at all. Ontario's own Provincial Fish Strategy says the province's fisheries *"are estimated to contribute more than $2.5 billion annually to Ontario's economy"*, supporting 41,000 person-years of employment, with 1.2 million recreational anglers contributing $2.2 billion a year.[30] That value rests on rivers that still work as a healthy ecosystem. A dam that fragments a river is charged nothing for what it takes from that $2.5 billion and is then issued an environmental credit certifying that it has done something good for the environment.

Growth means more value produced. What is happening here is value removed, from ratepayers to the waterpower industry, and value destroyed, in a public freshwater resource that earns its own living. Neither is economic growth, and the statutory object is not satisfied merely because megawatts were procured.

ORA Recommendation 21: That the IESO publish a consolidated estimate of the total cost to ratepayers of the generation and transmission commitments now being made across the anticipated LT2, LLT and MT procurements, together with the priority transmission programme, expressed as an effect on a typical residential bill and on a typical industrial bill, so that affordability can be judged on the whole programme rather than one procurement at a time.

ORA Recommendation 22: That the IESO, having been given economic growth as a statutory object, publish the basis on which a 20 to 40-year hydroelectric commitment advances that objective, including the net social and environmental cost to ratepayers across the full term and the trade-offs to the fisheries, tourism, climate change and Indigenous harvesting values in the affected watersheds.

MEM's own policy paper is where the split is most clearly evident. *Ontario's Affordable Energy Future* states that *"the government has adopted a competitive approach for procuring non-baseload electricity resources to drive costs down"*, and separately that *"Ontario's plan will prioritize clean and reliable baseload electricity from nuclear and hydroelectricity."*[15] Read those two sentences together and the carve-out is explicit. Competition is for the resources the province has not already decided to build. Hydroelectricity has been classified as baseload and placed outside it. That is why the OWA can ask for a set-aside without embarrassment.

We have to name where this leaves the two institutions, because ratepayer protection is not a shared aspiration in Ontario. It is assigned. MEM sets the province's energy priorities and directs the IESO on what to procure. The IESO runs the procurement and carries a statutory duty to protect ratepayers. Neither of them is doing it here, and neither can say it did not know.

What the IESO Knows:

The IESO knows. Its own bulk plan says hydroelectric generation has limited storage capability and cannot be depended upon in all hours.[16] Its own May presentation calls it energy-limited and records low overnight generation.[22] Its own 2015 regional plan says that dependable capacity for run-of-river hydro is 15 to 30% of installed capacity.[18] And its own hybrid study says the wind, solar and storage portfolio can meet Ontario's baseload electricity need.[20]

What MEM Knows:

MEM knows. Its own policy paper calls hydroelectricity non-dispatchable with limited to no flexibility, records the surplus it helps create and the exports sold at or below zero, and concedes that new hydroelectric generation needs longer lead times and long-term certainty than other resources.[15] The policy framework actually driving this procurement is worse. The Ministry's June 2025 *Energy for Generations* makes no mention of climate change at all.[31] ORA said so in its filed feedback of 12 March 2026, and says it again: an electricity plan that does not read the province's own climate science is not planning.[5] Ontario's own Climate Change Impact Assessment, published by another ministry of the same government, rates electrical power generation infrastructure in the highest-risk category for all future time periods, and names increasing temperatures and reduced hydroelectric output as a consequence of drought.[12]

That assessment was not a report to one ministry. It came with a commitment from the government as a whole. The then Minister of the Environment, Conservation and Parks (MECP) wrote, in his message launching it, that *"climate change requires a whole-of-government approach, and as we build Ontario, it is vital we do so in a way that will protect the well-being of current and future generations, safeguard the natural environment, ensure food and water security, enhance infrastructure and strengthen our economy."*[32] Safeguard the natural environment. Ensure water security. Strengthen the economy. All three in one sentence, from this government, about this assessment.

The same message sets out how the government responded. It says MECP *"has worked across ministries to respond to the risks identified in the report, investing in strategies and programs such as"* and then gives five examples: flooding work at the Ministry of Natural Resources and Forestry, climate disclosure rules and green bonds through the Ministry of Finance, hazard identification at Treasury Board Secretariat, climate risk assessments for significant projects at the Ministry of Infrastructure, and wetland and stormwater programs at MECP itself.[32] The Ministry of Energy is not among the five. We are careful here, because the list is introduced with the words "such as" and is therefore illustrative rather than complete. We do not say MEM did nothing. We say that when the government set out who had acted on the risks in this assessment, the ministry responsible for the single highest-rated risk in it, electrical power generation infrastructure, was not one of the examples given. We would like to know what MEM did.

One further fact bears on how seriously the document has been taken. It was delivered to the government in January 2023 but not published until late August, on a Friday afternoon, with no news

release. The president of the Climate Risk Institute, which wrote it, said afterwards that *"it's really hard to see why it took so long to release the report."*[33] A document can be commissioned, delivered, held for eight months, released quietly, and then left out of the list of things anyone acted on.

Nor is this an abstract risk in the part of the province this procurement will build in. In April 2026, eight northeastern Ontario communities declared states of emergency because of flooding, and Moose Cree First Nation residents were evacuated with Red Cross support.[34] Greater Sudbury's own declaration described the flooding as historic.[35] The assessment that anticipated this is the one the energy ministry is not recorded as having answered.

ORA Recommendation 23: That the IESO state on the public record whether the finding in Ontario's Provincial Climate Change Impact Assessment, that electrical power generation infrastructure carries the highest risk of any sub-category now and for all future time periods, was considered in the design of the LT2 and LLT procurements; and if it was not, that the IESO convey that fact to the Minister of Energy and Mines.

What the OEB Cannot Do:

The Ontario Energy Board was given the same amendment in the same Act, and economic growth is now among its electricity objectives too. That matters because the OEB is meant to be the check on all of this.[6] On transmission lines, that check has already been narrowed by the designation of priority projects. Under the *Ontario Energy Board Act, 1998*, section 96(2), the Board is limited in what it may consider in an application for leave to construct, to price, reliability and quality of electricity service. The environment is outside its scope by statute. And where a project has been designated a "priority project", the Board must accept that the project is needed.[36] So, need has been taken out of the test at one end, and growth has been written into the objectives at the other. The independent bodies that are supposed to hold the line for need and the public interest have had both ends of it removed.

We want to make one comparison carefully. This government's account of how Ontario got into trouble with the previous government is that between 2008 and 2016, the province signed more than 33,000 long-term contracts that paid above the going rate, and that ratepayers are still funding the above-market costs today through the Comprehensive Electricity Plan.[15]

ORA is not defending those contracts. We are pointing out that the lesson the province drew from them was the right one, and that it is now being set aside. Those were twenty-year contracts, and twenty-year contracts end. A hydroelectric facility does not end when it can no longer produce. When a wind contract expires, the turbine can be recontracted, repowered or decommissioned. When a hydroelectric contract expires, the dam is left in the river, still fragmenting it, still emitting methane, still degrading water quality, blocking fish passage,[26] and there is no funded plan to remove it. That's by the OWA's own Class EA for Waterpower design.

The draft Contract does not fix that. Its only decommissioning words, in sections 2.1(a) and 2.6(c), require compliance with and indemnify the IESO against obligations arising *"under Laws and Regulations"*.[8] For hydropower there is no such law. The Contract defers to a requirement that does not exist, leaving the cost of removing these structures to future governments, ratepayers and taxpayers. In reality, it seldom happens.

ORA Recommendation 24: That the IESO require, as a condition of any LT2 or LLT contract for a hydroelectric facility, up-front decommissioning security sufficient to remove the structure and restore the riverine ecosystem, held for the life of the facility, so that end-of-life costs are borne by the proponent rather than by future ratepayers and taxpayers.

Hydro One is Planning for Climate Change:

One transmitter, at least, is planning for the weather that is coming. Hydro One's next five-year investment plan, covering 2028 to 2032, is now being finalized and will go to the Ontario Energy Board this autumn.[37] It sets out three priorities. Growth, because *"demand for electricity in Ontario is*

increasing." Reliability, because *"stronger storms and aging infrastructure are putting pressure on the grid."* And security, because it is *"increasingly important to strengthen the resilience and security of the electricity system."* A transmitter asking ratepayers to fund resilience against stronger storms is a company that has read the same climate assessment MEM has apparently not read.

We note the timing. The final LT2 Window 2 documents are due in the first quarter of 2027, and Hydro One's application arrives at the Board months earlier. The generation commitments are settled in one room, and the transmission costs that serve them are examined in another, before a Board whose leave to construct review is confined by statute to price, reliability and quality of service, that must accept the need for a priority project, and whose objectives were given economic growth in the same amendment as the IESO's.[6],[36] Nobody is required to add the two together, and nobody has. Ratepayers will receive one bill.

Closing:

The water problem is not news to the IESO or the MEM. It is in their own documents, in their own words, in the same months as this procurement. What has been built anyway is a repowering channel that never asks about water flow, a Contract that pays on declared energy rather than delivered energy, a Force Majeure clause that excuses the fuel failure, a performance test that begins in year four and forgives the dry hours, and a policy that places this resource outside the competition the province says is what protects ratepayers. Each of those choices moves risk in the same direction, away from a declining industry and onto the people who pay the bills. ORA is on the record saying it is unacceptable, it is documented, and it is the very opposite of the duty the IESO and MEM carry.

One more thing belongs on this record, briefly. Ontario requires no cumulative effects assessment for waterpower. The Class Environmental Assessment for Waterpower Projects, written by the industry association itself, uses the word cumulative once in its ninety-six pages, in a bibliography entry pointing at a 2012 federal guide made under an Act repealed in 2019.[38] That matters now, because in April 2025 the province announced two new stations in the Moose River Basin, Grand Rapids at up to 174 MW on the Mattagami River and Nine Mile Rapids at up to 256 MW on the Abitibi River.[39] Fisheries and Oceans Canada already counts sixteen generating stations in that basin, and COSEWIC calls it one of the most fragmented river systems in Canada.[40],[41] The IESO is planning transmission for that generation, but nobody is required to add up what it all does to the basin, and nobody has.

The IESO ran an open competition, and Ontario answered it. Seventy-four proposals came in for the energy stream. One was hydroelectric, and it lost for obvious reasons. The capacity stream was oversubscribed by batteries. That is not a failure of the procurement. That is the procurement working.

Ontario's rivers are being used as an infinite fuel supply, not a finite one, and they are not a battery. They are the last unbroken parts of a landscape that people fish, paddle, hunt and live beside, and once a dam is in a river it does not come out, because no one is required to put money aside to take it out. The province is being asked to commit ratepayers to that, until 2052, for energy that its own planners say cannot be depended on in all hours, and that the IESO would not buy at the price it was offered.

Ratepayer protection is the IESO's job, and MEM's priority designation is where the looming disaster begins. In this file, both have looked away from a problem their own mandates are pledged to protect. They have corrupted their own mandates, and they are doing it in public, in documents anyone can read.

The contrast is the point. Hydro One, a transmission company, is planning for stronger storms, aging infrastructure and a changing climate, and saying so in writing to its customers and to its regulator. The ministry that sets the priorities for generation, and the agency that procures it, are committing ratepayers to 2052 on a fuel that the same climate is taking away, in a procurement whose repowering framework never asks whether the water will be there. Hydro One has read the weather. MEM and the IESO are procuring as though it will never change.

Ontario cannot be an energy superpower on a fuel that is in decline.

Respectfully submitted,

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End Notes

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