

October 1, 2018

VIA COURIER, RESS and EMAIL

Ms. Kirsten Walli
Board Secretary
Ontario Energy Board
2300 Yonge Street, 27th Floor
Toronto, ON
M4P 1E4

Dear Ms. Walli:

**Re: Upper Canada Transmission, Inc. (“NextBridge”) and
Hydro One Networks Inc. (“HONI”)
East-West Tie Line Project and Lake Superior Link Project
Combined Hearing
EB-2017-0182/EB-2017-0194/EB-2017-0364
Cover Letter - Confidential Interrogatory Responses of NextBridge**

Further to the submission filed with the Board on September 24, 2018, enclosed please find the cover letter that accompanied the confidential interrogatories submitted to the Board under separate cover.

Yours truly,

(Original Signed)

Krista Hughes
Senior Legal Counsel
Enbridge Employee Services Canada Inc.

September 24, 2018

VIA COURIER, RESS and EMAIL

Ms. Kirsten Walli
Board Secretary
Ontario Energy Board
2300 Yonge Street, 27th Floor
Toronto, ON
M4P 1E4

Dear Ms. Walli:

**Re: Upper Canada Transmission, Inc. (“NextBridge”) and
Hydro One Networks Inc. (“HONI”)
East-West Tie Line Project and Lake Superior Link Project
Combined Hearing
EB-2017-0182/EB-2017-0194/EB-2017-0364
Interrogatory Responses of NextBridge – CONFIDENTIAL**

Further to the submission filed by NextBridge on September 24, 2018, enclosed please find the following un-redacted responses in the above noted proceeding.

- Exhibit I.NextBridge.STAFF.56
- Exhibit I.NextBridge.SEC.18
- Exhibit I.NextBridge.SEC.20

Below is NextBridge’s rationale for the redactions:

Exhibit I.NextBridge.STAFF.56 – Attachment (Data Book)

The detailed budget is highly sensitive business confidential information that if publicly disclosed would harm the competitive positions of NextBridge and its Engineering, Procurement and Construction (“EPC”) contractor. The detailed budget is the proprietary work product of NextBridge and its contractor, which is based on years of experience in developing large and complex transmission projects and the expending of significant time, money, and resources to develop a disciplined approach to budgeting. To publicly disclose this information would harm the competitive positions of NextBridge and its contractors in that it would give providers of similar competitive services information useful in making their own decisions, without expending the time and money necessary to gather and develop the data, and would allow providers of these competitive services to profit or otherwise derive benefits at the expense of NextBridge and its contractor. Specifically, publicly disclosing the detailed budget information will provide

competitors of NextBridge with its internal disciplined approach to budgeting for the East West Tie Line, which can be used to develop their own competing projects without developing this discipline themselves. This concern is particularly relevant given there is at least one known competitor, Hydro One Network Inc., that has yet to secure an EPC contract for its competing project.

Exhibit I.NextBridge.SEC.20 – EPC terms and conditions in the narrative

NextBridge has redacted a limited number of terms and conditions from EPC contract that are also referred to in this integratory response as highly sensitive business confidential information that if publicly disclosed would harm the competitive positions of NextBridge and its EPC contractor. The information that NextBridge seeks to protect is related to specific financial guarantees, warranties, insurance, pricing of scope changes, limits on liability, and liquidated damages, which is based on years of experience and the expending of significant time, money, and resources to develop the terms, conditions, and thresholds for the EPC agreement. The public disclosure of the redacted information would reveal NextBridge's position with regard to the negotiation of a EPC agreement, which would give providers of similar competitive services information useful in making their own decisions, without expending the time and money necessary to gather and develop the data, and would allow providers of these competitive services to profit or otherwise derive benefits at the expense of NextBridge. This concern is particularly relevant given there is at least one known competitor, Hydro One that has yet to secure an EPC contract for its competing project. Section 17.1 of EPC agreement requires the contents of the agreement be held confidential, unless otherwise agreed to by the parties. The parties have consented to disclose all but the redacted terms and conditions of the agreement. To NextBridge's knowledge this protected information is not in the public domain.

Exhibit I.NextBridge.SEC,18 – pricing in the narrative

NextBridge has redacted certain prices associated with EPC contract which is the highly sensitive business confidential and proprietary work product of NextBridge and its contractor. To publicly disclose this information would harm the competitive positions of NextBridge and its contractors in that it would give providers of similar competitive services useful in making their own decisions, without expending the time and money necessary to gather and develop the data, and would allow providers of these competitive services to profit or otherwise derive benefits at the expense of NextBridge and its contractor. This concern is particularly relevant given there is at least one known competitor, Hydro One that has yet to secure an EPC contract for its competing project.



Confidential versions of the above noted responses will be provided to the Board under separate cover in accordance with the Board's revised Practice Direction on Confidential Filings, effective October 28, 2016.

Yours truly,

(Original Signed)

Krista Hughes
Senior Legal Counsel
Enbridge Employee Services Canada Inc.