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Enbridge Gas Inc.
500 Consumers Road
North York, Ontario
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August 31, 2022

VIA EMAIL and RESS

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

Dear Nancy Marconi:

**Re: Enbridge Gas Inc. (Enbridge Gas)
Ontario Energy Board (OEB) File: EB-2021-0002
Multi-Year Demand Side Management Plan (2022-2027) (“Application”)
Update on NRCan Agreement and Request for Confidential Treatment**

Enbridge Gas is writing to provide an update with regards to the outcomes from its negotiations with the Department of Natural Resources (NRCan).

During the Presentation Day, Enbridge Gas informed parties that it was in confidential negotiations with NRCan with an objective of jointly funding an Ontario wide program. At that time, Enbridge Gas did not expect any changes to the proposed DSM budgets, or scorecard structures and metrics, and noted there may be a possible change to the Residential target depending on the final forecast and attribution agreement.

On August 26, 2022 Enbridge Gas executed an Agreement with NRCan (the “Agreement” refers to both Attachments 1 and 2 identified below). The Agreement is consistent with the attribution principles as set out in the current (and proposed) DSM Framework.¹ Based on the Agreement, Enbridge Gas confirms that there are no changes required to the budget, scorecard or targets that Enbridge Gas proposed and therefore, there are no amendments required to the Application and proposed DSM Plan as filed on September 29, 2021.²

Enbridge Gas has attached the following to this cover letter:

1. Attachment 1 – Final Contribution Agreement (redacted public version)
2. Attachment 2 – Enbridge Gas and CGHG Final Program Details Proposal
3. Attachment 3 – Agreement Overview and Q&A
4. Attachment 4 – NRCan Letter Supporting Confidential Treatment

Enbridge Gas notes that although the Agreement does not necessitate any changes to the Application and the proposed DSM Plan, Enbridge Gas understands that parties

¹ The MOE has acknowledged the efforts made between Enbridge Gas and NRCan in keeping with the principle of not displace or duplicate provincial programs. Please see Attachment 5.

² Application and Evidence originally filed May 3, 2021. Updated Application and Evidence filed Sept 29, 2021 to remove reference to 2022 after receiving OEB Decision on 2022 DSM activities.

may be interested in understanding what the joint program offers Ontario residents. Enbridge Gas has taken the liberty to prepare a summary of the Agreement as well as a Q&A at Attachment 3 to help facilitate this understanding. However for the reasons set out below, certain portions of this attachment require confidential treatment over the short term.

In accordance with the OEB's revised Practice Direction on Confidential Filings effective December 17, 2021 (the "Practice Direction"), Enbridge Gas is requesting confidential treatment of the attachments listed below. While there are several grounds which support granting confidential treatment, the details of which are further described in the table below, it is appropriate to first provide some context.

As the joint operation of the program will not commence until later this year, NRCan has specifically requested, and Enbridge Gas has agreed, that the details of the joint program should not be revealed until the joint program is announced. To disclose this information early would likely negatively impact the current programs being offered by NRCan and Enbridge Gas and would create confusion in the marketplace. Enbridge Gas is of the view that the early release of this information would have a material negative impact on its 2022 DSM Plan residential program offerings. These are precisely the concerns that are identified in the Practice Direction at Appendix A (a) (i) - (iv). This request for temporary confidential treatment relates to the program details of the combined program including specific measures included, eligible participants, incentive amounts and other details which, if disclosed, might tend to encourage current potential DSM and Greener Homes participants to question their participation at this time resulting in the loss of participants in 2022. It should however be noted that this information will be made public contemporaneously with the announcement of the joint program and thus, the request for confidential treatment is only temporary.

In addition, not surprisingly, there are provisions in the Attachments for which confidential treatment is sought on a permanent basis. There are at a high level two grounds which support such treatment. First, releasing such information would result in the harms identified in the Practice Direction Appendix A (a) and/or because the information consists of some of the types and categories of information listed in the Practice Direction Appendix B.

The second justification for certain redactions is that in many instances, the information is irrelevant from the perspective of the Application currently before the OEB. The Agreement is a commercial document between two parties many of the terms of which have no application or impact on the DSM Plan filed by Enbridge Gas as part of the Application. However, in the interests of transparency, Enbridge Gas has erred on the side of disclosure and it does not seek confidential treatment in respect of all irrelevant provisions of the Attachments. Enbridge Gas takes the position that by not requesting confidential treatment in respect of some of the irrelevant provisions of the Attachments does not otherwise diminish its request for confidential treatment for the redacted provisions pursuant to section 11 of the Practice Direction.

The details of the specific information for which confidential treatment is sought are set out below:

Attachment	Description of Document	Brief Description	Basis for Confidentiality Claim
Attachment 1	Contribution Agreement between Enbridge Gas and NRCan	Contains financial contributions of NRCan, methods of payment, associated terms and conditions	<p>This document contains the identity of individuals and their contact information. This information has been redacted for reasons of privacy. The agreement also contains numerous commercial terms that are not relevant to the Application. While not all irrelevant terms have been redacted for reasons stated above, section 7, which deals with the method of payment by the Government and section 13, which deals with the obligations of Enbridge Gas to report to the Government are matters wholly between the parties and of no relevance to the Application. As well, that portion of Schedule B which consists of the breakdown of its forecast costs for NRCan is also not relevant. Confidential treatment under section 11 of the Practice Direction is therefore sought for the above noted portions of this attachment.</p>

Attachment 2	Enbridge Gas and CGHG Final Program Details Proposal	Contains program details of the jointly funded Ontario-wide program	<p>Program details of the joint program have not yet been publicly announced. If these are made publicly available before such an announcement, it may impact Enbridge Gas's ongoing partnership with service providers and the results of the current 2022 DSM Plan. It will also likely negatively affect the operation of NRCan's Greener Homes program until the announcement of the joint program is made. Confidential treatment of these provisions is therefore sought under the Practice Direction Appendix A (a) (i) thru (iv) given that the harms identified at these subsections are likely to materialize if disclosure is made before the joint program announcement. Enbridge Gas further notes that this information is of the type and category of information listed in Appendix B of the Practice Direction.</p> <p>Enbridge Gas will make this Attachment publically available at the time there is a joint announcement by Enbridge Gas and NRCan which is anticipated to be late fall 2022.</p> <p>The redactions also include certain financial information at the tables towards the end of the attachment. These financials relate entirely to the forecast and breakdown of NRCan costs by categories chosen by the Government</p>
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			for internal purposes using NRCan's fiscal year end which is March 31. As these are Government forecasts in respect of its spending by its fiscal year which is a different time period than used by Enbridge Gas for the purposes of the Application, they are not relevant.
Attachment 3	Agreement Overview and Q&A	Contains program details of the jointly funded Ontario-wide program	<p>Program details of the joint program have not yet been publicly announced. If these are made publicly available before such an announcement, it may impact Enbridge Gas's ongoing partnership with service providers and the results of the current 2022 DSM Plan. It will also likely negatively affect the operation of NRCan's Greener Homes program until the announcement of the joint program is made. This attachment contains joint program information at a level even more granular than Attachment 2 making this information even more likely damaging if disclosed. Confidential treatment of these provisions is therefore sought under the Practice Direction Appendix A (a) (i) thru (iv) given that the harms identified at these subsections are likely to materialize if disclosure is made before the joint program announcement. Enbridge Gas further notes that this information is of the type and category of</p>

			<p>information listed in Appendix B of the Practice Direction.</p> <p>Enbridge Gas will make this Attachment publically available at the time there is a joint announcement by Enbridge Gas and NRCan which is anticipated to be late fall 2022.</p>
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Enbridge Gas also attaches a Letter from NRCan indicating it's support for the request for confidential treatment of program details until such time parties make a formal announcement. The Letter is attached as Attachment 4.

The information that is the subject of the above requests for confidential treatment has been redacted in the version of each of the above attachments which has been made publicly available. In accordance with the Practice Direction, Enbridge Gas has filed with the OEB an unredacted clean version of each together with a version which identifies those provisions for which confidential treatment is sought temporarily (until the joint program is announced later this year) and those provisions for which confidential treatment is sought permanently given that the provisions are either or both irrelevant and/or because they are of such a nature that confidential treatment is warranted.

Please contact the undersigned if you have any questions.

Yours truly,

(Original Signed)

Asha Patel
Technical Manager Regulatory Applications

cc: D. O'Leary, Aird & Berlis – Via email
EB-2021-0002 Intervenors – Via email

DEPARTMENT OF NATURAL RESOURCES
ENERGY EFFICIENCY PROGRAM
GREENER HOMES INITIATIVE
NON-REPAYABLE CONTRIBUTION AGREEMENT
THIS AGREEMENT is made in duplicate

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("Canada"), represented by the Minister of Natural Resources,

AND:

ENBRIDGE GAS INC., a corporation incorporated under the laws of the Province of Ontario (the "Initial Recipient").

WHEREAS Canada wishes to encourage the adoption of the **GREENER HOMES INITIATIVE** (the "Program");

WHEREAS the Initial Recipient has submitted to the Minister a Proposal for the funding of a Project called **"INCENTIVES FOR ENERGY EFFICIENCY IN THE RESIDENTIAL SECTOR OF ONTARIO"** which qualifies for support under the Program;

WHEREAS Canada and the Initial Recipient agree that for the Initial Recipient to develop and implement the Project as described in Schedule A (Description of the Project), the Initial Recipient will require financial assistance from Canada;

WHEREAS the Initial Recipient agrees to distribute a portion of the Contribution, further to Ultimate Recipients, through agreements that comply with the requirements of this Agreement relating to the Sub-Projects;

AND WHEREAS Canada is willing to provide financial assistance toward the Eligible Expenditures of the Project in the manner and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, Canada and the Initial Recipient agree as follows:

1. INTERPRETATION

1.1 In this Agreement:

"Agreement" means this Agreement and the attached Schedules A and B;

"Claim Period" means the quarter to which each payment pertains;

"Completion Date" means the date that the Initial Recipient shall complete the Project as specified in Paragraph 4.2;

"Contribution" means the funding provided by the Minister under this Agreement;

"Eligible Expenditures" means any expenditures Incurred by the Initial Recipient, as set out in Schedule B (Budget and Eligible Expenditures), within the Eligible Expenditure Period in accordance with the terms and conditions of this Agreement; any Eligible Expenditures Incurred by the Initial Recipient before this Agreement is signed by both Parties are limited to Thirty Five percent (35%) of the Contribution;

"Eligible Expenditure Period" means the period starting April 1, 2022, to the Completion Date;

"Fiscal Year" means the period beginning on April 1st of any year and ending on March 31st in the next year;

"Fixed Asset" means a tangible non-current asset, including buildings and equipment, acquired not for sale but for use for the Project during the Eligible Expenditure Period;

"Incurred" means, in relation to an Eligible Expenditure, an Eligible Expenditure that goods have been received by, and/or services have been rendered to, the Initial Recipient;

"Incurred and Paid" means, in relation to an Eligible Expenditure, an Eligible Expenditure that the Initial Recipient has paid for;

"Intellectual Property" means any intellectual property recognized by law, including any intellectual property right protected through legislation including governing patents, copyright, trademarks, and industrial designs;

"Interest Rate" means the Bank Rate, as defined in the *Interest and Administrative Charges Regulations*, in effect on the due date, plus 300 basis points, compounded monthly. The Interest Rate for any given month can be found at: <http://www.tpsgc-pwgsc.gc.ca/recgen/txt/taux-rates-eng.html>;

"Minister" means the Minister of Natural Resources and includes any duly authorized officers or representatives;

"Party" means either the Initial Recipient or Canada;

"Project" means the Project described in Schedule A (Description of the Project);

"Proposal" means a written Proposal signed by the Initial Recipient on **August 17, 2022** including at least a background, purpose, work description, results expected, and a budget, which is accepted by the Minister for the Project;

"Sub-Projects" means the activities described in an application submitted by the Ultimate Recipients to the Initial Recipient, which the Initial Recipient has agreed to fund;

"Total Government Funding" means cash contributions provided by the federal government toward the Total Project Costs;

"Total Project Costs" means the Contribution directly attributable to the Project from **April 1, 2022, to March 31, 2027**; and,

"Ultimate Recipients" means entities that sign agreements with, and receive a portion of the Contribution from, the Initial Recipient to conduct the Sub-Projects.

1.2 The following schedules are attached to and made part of this Agreement:

- a) Schedule A (Description of the Project); and
- b) Schedule B (Budget and Eligible Expenditures).

1.3 In case of conflict between any provision in the main body of this Agreement and a provision in a schedule attached hereto, the provision in the main body of this Agreement shall take precedence.

1.4 Grammatical variations of the above defined terms have similar meanings. Words importing the singular number only shall include the plural and vice versa.

2. REPRESENTATIONS AND WARRANTIES

2.1 The Initial Recipient represents and warrants that all factual matters contained in the Proposal and all supporting material submitted are true and accurate in all material respects, and that all estimates, forecasts, and other related matters involving judgement were prepared in good faith and to the best of its ability, skill, and judgement.

2.2 The Initial Recipient represents and warrants that it is duly incorporated or registered and validly existing in good standing under the laws of Canada and has the power and authority to carry on its business, to hold property, and undertakes to take all necessary action to maintain itself in good standing and preserve its legal capacity during the term of this Agreement.

2.3 The Initial Recipient represents and warrants that the signatory to this Agreement has been duly authorized to execute and deliver this Agreement on its behalf.

2.4 The Initial Recipient represents and warrants that the execution, delivery, and performance of this Agreement have been duly authorized and when executed and delivered will constitute a legal, valid, and binding obligation of the Initial Recipient enforceable in accordance with its terms.

2.5 The Initial Recipient represents and warrants that it has not, nor has any person offered or promised to any official or employee of Her Majesty the Queen in Right of Canada, for or with a view to obtaining this Agreement any bribe, gift or other inducement and it has not nor has any person on its behalf employed any person to solicit this Agreement for a commission, fee or any other consideration dependent upon the execution of this Agreement.

3. DURATION OF THE AGREEMENT

- 3.1 This Agreement comes into force when signed by the Parties.
- 3.2 Except as otherwise provided in the articles below, this Agreement will expire on the latest of:
- a) the Completion Date;
 - b) the completion of the Project to the satisfaction of the Minister; or
 - c) the date on which all amounts owed by the Initial Recipient to the Minister under this Agreement have been paid in full.
- 3.3 The following clauses shall survive the expiration of this Agreement for an additional three (3) years:
- a) Article 8 (Accounts and Audits);
 - b) Article 9 (Intellectual Property);
 - c) Article 10 (Indemnity);
 - d) Article 11 (Default);
 - e) Article 13 (Reports); and
 - f) Article 26 (Dispute Resolution).

4. CONDUCT OF PROJECT

- 4.1 The Initial Recipient shall carry out the Project promptly, diligently and in a professional manner and in accordance with the terms and conditions of this Agreement.
- 4.2 The Initial Recipient shall complete the Project by **March 31, 2027**, unless terminated earlier pursuant to the provisions of this Agreement.
- 4.3 The Initial Recipient shall comply with all applicable federal, provincial, and municipal laws in relation to the Project.
- 4.4 The Parties are satisfied that any legal duty to consult with Aboriginal groups affected by the Project, and where appropriate, to accommodate Aboriginal groups' concerns has been met and continues to be met. If as a result of changes to the nature or scope of the Project Canada determines that a legal duty to consult is triggered, the Initial Recipient agrees that all of Canada's obligations pursuant to this Agreement will be suspended from the moment that Canada informs the Initial Recipient that a legal duty to consult arises.

In the event that a legal duty to consult arises, the Initial Recipient agrees that:

- a) Canada will withhold any payment of the Contribution toward Eligible Expenditures until Canada is satisfied that any legal duty to consult with, and where appropriate, to accommodate Aboriginal groups has been met and continues to be met;
- b) if, as a result of such changes to the Project, Canada determines that further consultation is required, the Initial Recipient will work with Canada to ensure that the legal duty to consult, and where appropriate, to accommodate Aboriginal groups, is met and continues to be met to Canada's satisfaction; and
- c) it will consult with Aboriginal groups that might be affected by the changes to the Project, explain the Project to them, including Canada's role, and will provide a report to Canada, which will include:
 - i) a list of all Aboriginal groups contacted;
 - ii) a summary of all communications to date with the Aboriginal groups, indicating which groups support or object to the Project, and whether their positions are final, preliminary or conditional in nature;
 - iii) a summary of any issues or concerns that the Aboriginal groups have raised and an indication of how the Initial Recipient has addressed or proposes to address those issues or concerns; and
 - iv) any other information Canada may deem appropriate.

5. IMPACT ASSESSMENT

- 5.1 The Initial Recipient represents and warrants that the Project is not a "designated project" nor a "project" according to the *Canadian Environmental Assessment Act, 2012* or the *Impact Assessment Act*.

5.2 If, within the Eligible Expenditure Period, the Project becomes a “designated project” or a “project” carried out on federal land or outside of Canada according to the *Impact Assessment Act*, the Parties agree that Canada’s obligations under this Agreement will be suspended until:

a) In the case of a “designated project”:

i) the Impact Assessment Agency of Canada makes a decision that no assessment of the “designated project” is required and posts that decision; or

ii) the decision statement with respect to the “designated project” that is issued to the Initial Recipient sets out that the effects that are indicated in the report with respect to the impact assessment of the Project are in the public interest.

b) In the case of a “project”:

i) a determination indicating that the carrying out of the Project is not likely to cause significant adverse environmental effects by the Minister or another authority referred in the *Impact Assessment Act*; or

ii) if the carrying out of the Project is likely to cause significant adverse environmental effects, a decision of the Governor in Council indicates that those effects are justified in the circumstances;

5.3 It is understood, that, in the event that the Project becomes a “designated project” or a “project” as defined in Paragraph 5.2 above, the Minister has no obligation to request a decision by the Governor in Council, and may, terminate this Agreement with immediate effect by giving notice in writing to the Initial Recipient. Following such termination, no further Contribution will be disbursed under this Agreement, and the Minister will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort, or extra-contractual liability, or otherwise, arising from the termination.

6. CONTRIBUTIONS

6.1 Notwithstanding any other provision of this Agreement, the Contribution shall not in any circumstances exceed Six Hundred Thirteen Million Four Hundred Thirty Seven Thousand Eight Hundred Seventy-Six Dollars (**\$613,437,876**).

6.2 The Fiscal Year allocations for the Contribution are as follows:

2022-2023

Twenty-Two Million Six Hundred Forty-Five Thousand Nine Hundred Eighty-Three Dollars (\$22,645,983)

2023-2024

One Hundred Forty Million Nine Hundred Seventy-Three Thousand Five Hundred Thirty-Nine Dollars (\$140,973,539)

2024-2025

Two Hundred Two Million Six Hundred Eighty-One Thousand Four Hundred Sixty-Two Dollars (\$202,681,462)

2025-2026

Two Hundred Forty-Six Million One Hundred Eleven Thousand Five Hundred Eighty-Nine Dollars (\$246,111,589)

2026-2027

One Million Twenty-Five Thousand Three Hundred Three Dollars (\$1,025,303)

Total: Six Hundred Thirteen Million Four Hundred Thirty Seven Thousand Eight Hundred Seventy-Six Dollars (**\$613,437,876**)

Any reallocation of the Contribution amounts in whole or in part from one Fiscal Year to another shall require a written amendment signed by the Parties.

6.3 In order to be eligible to receive payment for any remaining portion of the Contribution as described herein, the Initial Recipient must submit its final claim for payment on or before **June 30, 2027**.

6.4 The Minister will not contribute to any Eligible Expenditure Incurred by the Initial Recipient prior to or after the Eligible Expenditure Period.

6.5 If by the Completion Date, the Total Government Funding as set out in Schedule B (Budget and Eligible Expenditures) that the Initial Recipient has received exceeds One Hundred percent (100%) of the Total Project Costs incurred, the Minister may require the Initial Recipient to reimburse such excess back to Canada.

6.6 The Initial Recipient represents that no other federal, provincial, territorial, or municipal government assistance, other than those described below and listed in Schedule B (Budget and Eligible Expenditures), has been or will be provided in respect of the Total Project Costs incurred:

Canada: Six Hundred Thirteen Million Four Hundred Thirty Seven Thousand Eight Hundred Seventy-Six Dollars (\$613,437,876)

Other Federal: Zero Dollars (\$0)

Provincial: Zero Dollars (\$0)

Territorial: Zero Dollars (\$0)

Municipal: Zero Dollars (\$0)

Total Government Funding: Six Hundred Thirteen Million Four Hundred Thirty Seven Thousand Eight Hundred Seventy-Six Dollars (\$613,437,876).

The Initial Recipient shall advise the Minister promptly of any change in the Total Government Funding listed above during the term of this Agreement.

7. METHOD OF PAYMENT

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8. ACCOUNTS AND AUDITS

8.1 Prior to the Completion Date and for **three (3) years** after the expiration of this Agreement, as described in Article 3 (Duration of the Agreement), the Initial Recipient shall, at its own expense:

- a) keep proper and accurate books, accounts, and records of its revenue received and expenses Incurred and Paid in connection with the Project and shall keep its invoices, receipts, and vouchers relating thereto;
- b) keep proper and accurate records of all data, analyses, and other scientific or technical assessments and reports, and any and all information relating to the outputs and outcomes of the Project ;
- c) on demand, make available to the Minister such books, accounts, records, invoices, receipts, and vouchers referred to above and permit the Minister to examine and audit and take copies and extracts from such documents;
- d) allow the Minister, at the Minister's own expense and discretion, to conduct a technical audit to verify that the proposed measures outlined in Schedule A (Description of the Project) were implemented in accordance with this Agreement; and
- e) allow the Minister, at the Minister's own expense and discretion, to conduct an audit to verify the accuracy of reports submitted under Article 13 (Reports).

8.2 In respect of Eligible Expenditures related to professional, scientific and contracting services outlined in Schedule B (Budget and Eligible Expenditures), Canada's auditors may, acting reasonably, request that the Initial Recipient's books, accounts and records be supplemented by information from the books, accounts and records of the subcontractors engaged by the Initial Recipient having contracts in excess of twenty percent (20 %) of the Contribution for the purposes of the Project. The Initial Recipient will use commercially reasonable efforts to obtain such information as is reasonably requested by Canada's auditors from the Initial Recipient's subcontractors, subject to and to the extent permitted by terms of the applicable contracts and, in particular, the audit provisions of such contracts.

8.3 The Initial Recipient shall ensure that its agreements with Ultimate Recipients provide for oversight, reviews, and audits to be conducted by the Initial Recipient and the right of the Initial Recipient to provide copies of any review, evaluation, or audit reports to the Minister.

9. INTELLECTUAL PROPERTY

9.1 All Intellectual Property that arises in the course of the Project shall vest in the Initial Recipient or be licensed to the Initial Recipient in the event that an Initial Recipient's subcontractor retains title to such Intellectual Property.

9.2 The Initial Recipient shall supply to Canada the reports and documents described in Article 13 (Reports), and the Initial Recipient hereby grants to Canada a non-exclusive, irrevocable, world-wide, free, and royalty-free license in perpetuity to use, modify, and, subject to the *Access to Information Act*, make publicly available such reports and documents for non-commercial governmental purposes.

10. INDEMNITY

10.1 Neither Canada, nor its employees, officers, and agents, will have any liability in respect of claims of any nature, including claims for injury or damages, made by any person involved in the activities of the Project or as a result of or arising out of this Agreement, and the Initial Recipient will indemnify and save harmless Canada, its employees, officers, and agents, in respect of such claims.

10.2 The Initial Recipient shall ensure that its agreements with Ultimate Recipients stipulate that the Ultimate Recipient will indemnify and save harmless Canada, its employees, officers, and agents of any claims for injury or damages arising from the Sub-Project.

11. DEFAULT

11.1 The Minister may declare that an event of default has occurred if:

- a) the Initial Recipient becomes insolvent or is adjudged or declared bankrupt or if it goes into receivership or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- b) an order is made which is not being contested or appealed by the Initial Recipient or a resolution is passed for the winding up of the Initial Recipient or it is dissolved;
- c) in the opinion of the Minister, there has been a misrepresentation or breach of warranty under Article 2 (Representations and Warranties);
- d) in the opinion of the Minister, acting reasonably, a material adverse change in risk affecting the fulfilment of the terms and conditions of this Agreement has occurred;
- e) any term, condition or undertaking in this Agreement is not complied with, including, without limitation, any of those in Article 4 (Conduct of Project), Article 5 (Impact Assessment) or Article 7 (Method of Payment) and any such defect has not been cured by or remedied by the Initial Recipient within thirty (30) days of written notice of such defect having been provided to the Initial Recipient; or
- f) the Initial Recipient neglects or fails to pay the Minister any amount due in accordance with this Agreement.

11.2 If the Minister declares that an event of default has occurred, in addition to all other remedies provided under contract law, the Minister may exercise one or more of the following remedies:

- a) suspend any obligation of Canada to contribute or continue to contribute to the Eligible Expenditures of the Project or a part of the Project, including any obligation to pay any amount owing prior to the date of such suspension;
- b) terminate any obligation of Canada to contribute or continue to contribute to the Eligible Expenditures, including any obligation to pay any amount owing prior to the date of such termination;
- c) terminate this Agreement; and
- d) direct the Initial Recipient to repay all or part of the Contribution which has been paid to the Initial Recipient, save and except for any part of the Contribution which has been properly disbursed or applied in accordance with the terms and conditions of this Agreement, together with interest from the date of demand at the Interest Rate, with the exception of an event of default listed in Paragraph 11.1(d). Any such amount is a debt due to Her Majesty in Right of Canada and is recoverable as such.

For greater clarity, all above remedies are cumulative.

11.3 The fact that the Minister does not exercise a remedy that the Minister is entitled to exercise under this Agreement will not constitute a waiver of such right and any partial exercise of a right will not prevent the Minister in any way from later exercising any other right or remedy under this Agreement or other applicable law.

12. ACCESS

12.1 Prior to the Completion Date and for three (3) years after the expiration of this Agreement, the Initial Recipient shall provide the Minister or Minister's representatives reasonable access to any premises where the Project takes place to assess the Project's progress or any element thereof, subject to providing reasonable notice and complying with the Initial Recipient's safety requirements for such access.

12.2 The Initial Recipient shall provide the Minister access to:

- a) all signed agreements with Ultimate Recipients; and
- b) the Initial Recipient's operating plans, including annual performance expectations, with respect to the Contribution.

12.3 The Initial Recipient shall ensure that its agreements with Ultimate Recipients provide for a right for the Initial Recipient to request and obtain all records, information, and other documentation relating to the Initial Recipient's agreement with Ultimate Recipients, and access to Ultimate Recipients' premises and documents relating to the Sub-Projects.

13. REPORTS

13.1 [REDACTED]

13.2 [REDACTED]

14. DISPOSITION OF ASSETS

14.1 If, prior to the Completion Date and for three (3) years thereafter, the Initial Recipient sells, leases or otherwise disposes of any Fixed Asset excluding Intellectual Property, where the cost of the Fixed Asset is part of the Eligible Expenditures under the Project to which Canada has contributed under this Agreement, and where the proceeds of the sale, lease or other disposition are not applied to acquire assets in replacement of the Fixed Asset, the Initial Recipient shall immediately notify the Minister in writing of such sale, lease or disposition and, if the Minister so requires, the Initial Recipient shall share with Canada the proceeds of the sale, lease or any other disposition in the same ratio as that of Canada's Contribution to the purchase of the Fixed Asset by the Initial Recipient, except that Canada's share shall not exceed the Contribution.

15. SUB-PROJECTS

15.1 The Initial Recipient shall enter into agreements with Ultimate Recipients to conduct Sub-Projects. Such agreements shall be consistent with the terms and conditions of this Agreement and shall meet the requirements as set out in Schedule A (Description of the Project) and Schedule B (Budget and Eligible Expenditures).

16. LEGAL RELATIONSHIP

16.1 Nothing contained in this Agreement shall create the relationship of principal and agent, employer and employee, partnership, or joint venture between the Parties.

16.2 The Initial Recipient shall not make any representation that:

- a) the Initial Recipient is an agent of Canada; or
- b) could reasonably lead any member of the public to believe that the Initial Recipient or its contractors are agents of Canada.

17. ACKNOWLEDGEMENT

17.1 The Initial Recipient shall acknowledge the financial support of Canada in all public information produced as part of the Project.

17.2 The Initial Recipient will seek prior written consent of the Minister for any public acknowledgement of the financial support of Canada to this Project through news releases, public displays, and public and media events.

17.3 Except for releases of information required to comply with securities regulations or other laws, where media announcements and public events relating to this Project are to be made by a Party, the Party shall use commercially reasonable efforts to give to the other a three (3) weeks prior written notice of any media announcement or public event and a reasonable opportunity to review and comment thereon.

17.4 The Initial Recipient acknowledges that the Initial Recipient's name, the amount awarded, and the general nature of the activities supported under this Agreement may be made publicly available by the Government of Canada.

17.5 The Initial Recipient shall ensure that its agreements with Ultimate Recipients clearly identify Canada's role as a source of the funding provided by the Initial Recipient.

18. TIME OF ESSENCE

18.1 Time is of the essence with respect to all provisions of this Agreement that specify a time for performance.

19. MEMBERS OF PARLIAMENT

19.1 No Member of the House of Commons or Senate shall be admitted to any share or part of this Agreement or to any benefit arising therefrom that is not otherwise available to the general public.

20. CONFLICT OF INTEREST

20.1 It is a term of this Agreement that all current or former public servants to whom the federal *Values and Ethics Code* for the Public Sector, federal *Policy on Conflict of Interest and Post-Employment*, or *NRCan Values and Ethics Code* applies shall comply with the Codes or Policy, as applicable.

20.2 If any individual working for the Initial Recipient formerly provided consultancy services to the Minister that are related to this Agreement, particularly any services associated with developing the Agreement or developing the Project which is the subject of this Agreement, the Initial Recipient is considered to be in a real, perceived, or potential conflict of interest situation.

20.3 If a conflict-of-interest situation arises during the Agreement, the Initial Recipient shall notify the Minister, in the manner prescribed in Article 24 (Notices). Upon request, the Initial Recipient shall notify the Minister of all reasonable steps taken to identify, avoid, prevent, and where it exists, resolve any conflict-of-interest situation.

20.4 The Minister may investigate a real, perceived, or potential conflict of interest and take such steps and measures as the Minister considers appropriate, including without limitation: informing the Initial Recipient that it is in a conflict of interest situation; requesting specific actions be taken to correct the situation; requiring the Initial Recipient to withdraw any individual from participation in the Project for reasons of conflict of interest; suspending payments under the Agreement; or terminating the Agreement.

21. FORCE MAJEURE

21.1 The Parties shall not be in default or in breach of this Agreement due to any delay or failure to meet any of their obligations caused by or arising from any event beyond their reasonable control and without their fault or negligence, including any act of God or other cause which delays or frustrates the performance of this Agreement (a "force majeure event"). If a force majeure event frustrates the performance of this Agreement, Canada will only be liable for its proportionate share of the Eligible Expenditures Incurred and Paid to the date of the occurrence of the event.

21.2 The performance of the obligation affected by a “force majeure event” as set out above shall be delayed by the length of time over which the event lasted. However, should the interruption continue for more than one hundred and twenty (120) days, this Agreement may be terminated by Canada.

21.3 Should either Party claims the existence of a “force majeure event” as above, prompt notice thereof shall be given to the other Party and the Party claiming the existence of a “force majeure event” shall have the obligation to provide reasonable satisfactory evidence of the existence of such event and use its best efforts to mitigate any damages to the other Party.

22. GOVERNING LAW

22.1 This Agreement shall be interpreted in accordance with the applicable federal laws and the laws in force in the Province of Ontario.

23. ASSIGNMENT

23.1 No benefit arising from this Agreement shall be assigned in whole or in part by the Initial Recipient without the prior written consent of the Minister and any assignment made without that consent is void and of no effect.

24. NOTICES

24.1 The claims for payment, requests, reports, notices, repayments, and information referred to in this Agreement shall be sent in writing or by any method of telecommunication and, unless notice to the contrary is given, shall be addressed to the Party concerned at the following address:

To Canada:

[REDACTED]
Senior Director
Greener Homes Division
Natural Resources Canada
580 Booth Street,
19th Floor, Room. B1-2
Ottawa, Ontario
K1A 0E4
Telephone: [REDACTED]
E-mail: [REDACTED]

To the Initial Recipient:

[REDACTED]
Director of Marketing and Energy Conservation
Enbridge Gas Inc.
500 Consumers Road,
North York, ON
M2J 1P8
Telephone: [REDACTED]
E-mail: [REDACTED]

24.2 Requests, notices and documents are deemed to have been received, if sent by registered mail, when the postal receipt is acknowledged by the other Party; by electronic mail, when transmitted and receipt is confirmed; and by messenger or specialized courier agency, when delivered.

24.3 The Minister and the Initial Recipient agree to notify each other in writing if the above contact information changes. This requirement will not cause an Amendment.

25. AMENDMENTS

25.1 No amendment of this Agreement or waiver of any of its terms and conditions shall be deemed valid unless effected by a written amendment signed by the Parties.

26. DISPUTE RESOLUTION

26.1 If a dispute arises concerning the application or interpretation of this Agreement, the Parties will attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator.

27. APPROPRIATION

27.1 The payment of monies by Canada under this Agreement is subject to there being an appropriation by Parliament for the Fiscal Year in which the payment of monies is to be made.

27.2 Notwithstanding any other provision of this Agreement, Canada may reduce or cancel the Contribution to the Project upon written notice to the Initial Recipient in the event that the funding levels for the Department of Natural Resources are changed by Parliament during the term of this Agreement. In the event that Canada reduces or cancels the Contribution, the Parties agree to amend the Project and the Eligible Expenditures of the Project, namely this Agreement, to take into account the reduction or cancellation of the Contribution.

27.3 The Initial Recipient shall ensure that its agreements with Ultimate Recipients allow the Initial Recipient to amend the agreement to reduce their obligations related to the Sub-Projects in proportion to the reduction of the Contribution by Canada to the Initial Recipient.

28. LOBBYING ACT

28.1 The Initial Recipient shall ensure that any person lobbying on behalf of the Initial Recipient is registered pursuant to the *Lobbying Act* and that the fees paid to the lobbyist are not to be related to the value of the Contribution.

29. SUCCESSORS AND ASSIGNS

29.1 This Agreement shall inure to the benefit of and be binding on the Parties and their respective representatives, successors, and assigns.

30. OFFICIAL LANGUAGES/LANGUES OFFICIELLES

30.1 This Agreement is drafted in **English** at the request of the Parties. Les Parties ont convenu que le présent Accord soit rédigé en **anglais**.

30.2 All public information documents related to the Project prepared or paid for in whole or in part by Canada must be made available in both official languages, when the Department of Natural Resources judges that this is required under the *Official Languages Act*. Tout document d'information publique préparé ou payé en tout ou en partie par le Canada ayant trait au Projet doit être offert dans les deux langues officielles, lorsque le ministère des Ressources naturelles le juge pertinent, conformément à la *Loi sur les langues officielles*.

31. COUNTERPART SIGNATURE

31.1 This Agreement (and any amendments) may be signed in counterparts including facsimile, PDF, and other electronic copies, each of which when taken together, will constitute one instrument.

32. SEVERABILITY

32.1 Any provision of this Agreement prohibited by law or otherwise ineffective, will be ineffective only to the extent of such prohibition or ineffectiveness and will be severable without invalidating or otherwise affecting the remaining provisions of the Agreement. The Parties agree to negotiate in good faith a substitute provision which most nearly reflects the Parties' intent in entering into this Agreement.

33. ENTIRE AGREEMENT

33.1 This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement and supersedes all previous negotiations, communications, and other agreements, whether written or verbal between the Parties.

IN WITNESS THEREOF, this Agreement is duly executed on behalf of Her Majesty the Queen in Right of Canada by an officer duly authorized by the Minister of Natural Resources and on behalf of the Initial Recipient, by an officer duly authorized on its behalf.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

_____	_____
Date	<div></div>
	Assistant Deputy Minister
	Energy Efficiency & Technological Sector

ENBRIDGE GAS INC.

_____	_____
Date	<div></div>
	President
	Enbridge Gas Inc.

SCHEDULE A

To the Agreement between

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

And

ENBRIDGE GAS INC.

DESCRIPTION OF THE PROJECT

PROJECT TITLE:	INCENTIVES FOR ENERGY EFFICIENCY IN THE RESIDENTIAL SECTOR OF ONTARIO
PROJECT OBJECTIVE:	The objective of this Project is to encourage homeowners in Ontario to undertake residential energy efficiency and resiliency measures by providing integrated and seamless access to incentives for eligible retrofits.
PROJECT SUMMARY:	<p>The Project will include the administration of incentives to improve energy efficiency for the residents of Ontario, including the selection, review, and disbursement of funding to these residents in addition to activities required to support the implementation this Project, such as communication with the public and information technology systems development.</p> <p>Within the Project, the Initial Recipient will complete the following:</p> <ul style="list-style-type: none">- development, implementation and communication of funding opportunity and related requirements to residents of Ontario;- coordination and funding of eligible EnerGuide assessments;- undertaking the review, validation, and selection of persons and/or entities applying for funding;- coordination and communication with Ultimate Recipients to confirm eligibility and enter into agreements with selected Ultimate Recipients;- management of agreements with Ultimate Recipients, including the review and validation of eligible activities, information sharing, the disbursement of funding; and- developing and implementing changes to information technology systems in support of the Project. <p>The Initial Recipient will select Ultimate Recipients that meet the following criteria:</p> <ol style="list-style-type: none">1) The Ultimate Recipient is an individual homeowner of an Eligible Primary Residence in Ontario; an Indigenous government or organization (e.g., band council, land claim organization); or a housing management body or other representative or Indigenous service delivery organization with a formal partnership with an Indigenous government or organization.2) The Eligible Primary Residences are existing homes of the following types:<ul style="list-style-type: none">• Single and semi-detached homes;• Townhouses;• Four season cabins;• Mobile homes on permanent foundations;• Permanently moored floating houses;• Multi-use buildings (residential portion only); and• Low-rise multi-unit residential buildings (3 storeys or less with footprint of 600 m² or less).3) Ultimate Recipients may receive funding to undertake the following eligible activities under this Project:<ol style="list-style-type: none">a. Eligible EnerGuide assessments

	b. Eligible Retrofits
BENEFITS:	<ul style="list-style-type: none">Benefits to Canada / Canadians:<p>This Project will help Canadians participate in the energy efficiency transformation, by increasing energy efficiency practices, allowing for more sustained green jobs and more robust domestic low-carbon supply chain to advance economic recovery.</p><p>The Project address clean energy and climate change goals by increasing energy efficient homes and practices and contribute to achieving net-zero greenhouse gas emissions by 2050.</p>Benefits to Stakeholders:<p>The Project will create a cascade of benefits in the province of Ontario, including improving energy efficiency of homes, supporting local employment, and making affordable and clean energy through energy efficient retrofits.</p>

PROJECT TASKS:

	Task Name	Description	Outputs
1	<div>Project Management</div> <div>31 March 2027</div>	<div>Under this task, the Initial Recipient will:</div> <ul style="list-style-type: none">Provide information to residents of Ontario on the ProjectCoordinate EnerGuide assessments for Ultimate RecipientsCollect and validate supporting documentation related to eligibility criteriaShare information on the Ultimate Recipient files and funding provided to Ultimate RecipientsDisburse funding to Ultimate Recipients for Eligible RetrofitsEnsure the information technology systems and processes are:<ul style="list-style-type: none">- capturing and storing the information required to process and validate Ultimate Recipient files as part of the Project;- supporting reporting requirements;- sharing necessary information between the system used by the Initial Recipient and the Program system; and- disbursing Contribution payments to Ultimate Recipients in Ontario.	<ul style="list-style-type: none">Revised communication products that include information on the ProjectApplications from Ultimate RecipientsCoordination and payments of EnerGuide assessments for Ultimate RecipientsCompleted Ultimate Recipient applications that are reviewed and validated against established requirementsEstablished and functioning information IT systems to support the Project.

	Task Name	Description	Outputs
2	Funding of Eligible EnerGuide Assessments 31 March 2027	Under this task, the Initial Recipient will provide financial support to cover the fees related to EnerGuide assessments conducted by registered energy advisors. These assessments help understand the energy performance of the home and determine the retrofits required to improve energy efficiency and climate resiliency. In this regard, the registered energy advisor evaluates the home to determine an EnerGuide rating and to establish a report that recommends retrofit measures that improve the energy performance of the home. The Initial Recipient will pay the cost of one pre-retrofit and one post-retrofit EnerGuide assessment for an Eligible Primary Residence where at least one Eligible Retrofit has been completed excluding thermostat and resiliency measures.	<ul style="list-style-type: none">• Payments related to the costs of eligible EnerGuide assessments
3	Funding for Eligible Retrofits 31 March 2027	Under this task, the Initial Recipient will support the purchase of materials or equipment for Eligible Retrofits and their installation or implementation after the Eligible pre-retrofit EnerGuide Assessment has been completed for Ultimate Recipient applications, supported by recommendation reports from registered energy advisor as part of conducting the pre-retrofit EnerGuide assessment process; and supported by post-retrofit EnerGuide assessment and sufficient documentation, such as receipts, invoices, photos.	<ul style="list-style-type: none">• Contribution is distributed for Eligible Retrofits

PERFORMANCE INFORMATION:

Key Performance Indicators:
1. Number of applications from Ultimate Recipients
2. Number of homes with pre-retrofit evaluation complete
3. Number of homes with complete retrofits and labelled with a post-retrofit EnerGuide label because of the Project
4. Number and type of Eligible Retrofits undertaken because of the Project
5. The energy savings realized by each Ultimate Recipient
6. The reduction of greenhouse gas emissions because of the Project
7. Average amount disbursed to Ultimate Recipients under the Project
8. Number of total direct and indirect jobs because of the Project
9. Performance against service standards communicated to the public

SCHEDULE B

To the Agreement between

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

And

ENBRIDGE GAS INC.

BUDGET AND ELIGIBLE EXPENDITURES

1. Subject to the limitations set out in Article 6 (Contributions), Eligible Expenditures shall be associated with the execution of the various activities as described in Schedule A (Description of the Project).

Approved Budget						
Tasks	2022-23	2023-24	2024-25	2025-26	2026-2027	Total
Total Contribution (NRCan)	\$ 22,645,983	\$ 140,973,539	\$ 202,681,462	\$ 246,111,589	\$ 1,025,303	\$ 613,437,876
Other Contributors	\$ 5,652,056	\$ 22,745,355	\$ 23,272,528	\$ 23,737,977	\$ 42,643,328	\$ 118,051,244
Total Project Costs	\$ 28,298,039	\$ 163,718,894	\$ 225,953,990	\$ 269,849,566	\$ 43,668,631	\$ 731,489,120

Source of Contributions:	Percentage (%)	Cash (\$)	In-Kind (\$)	Total (\$)
Canada (NRCan)	84%	\$ 613,437,876	N/A	\$ 613,437,876
The Initial Recipient	16%	\$ 107,321,963	\$ 10,729,281	\$ 118,051,244
TOTAL	100%	\$ 720,759,839	\$ 10,729,281	\$ 731,489,120

2. Eligible Expenditures:

Eligible Expenditures for the task related to Project Management include:

- a. Salaries and benefits on the payroll of the Initial Recipient for the real time spent by employees on the Project;
- b. Contractual services related to professional, scientific, technical, management, data collection and contracting services;
- c. Travel expenditures, including meals and accommodation, based on the National Joint Council Rates;
- d. Advertising, recruitment, and training, including facilitator fees, costs of training development, promotion, deployment, and evaluation;
- e. Capital expenditures, including informatics hardware and software, and retrofitting and upgrading of existing capital and construction of new capital, purchase, and installation of equipment; and

- f. Overhead expenditures related to the management of the Project and may be included in the Total Project Costs up to ten percent (10%) of the Eligible Expenditures provided that the Initial Recipient provides an explanatory note for the calculation of these costs for each claim for payment.

NOTE: the following limitations apply to the approved budget above:

1. Only one Ultimate Recipient per Eligible Primary Residence may receive funding under the Project, except for small multi-unit residential buildings, where multiple Ultimate Recipients may receive funding in accordance with Program requirements.
 2. The portion of the Contribution provided by the Initial Recipient to an Ultimate Recipient must not exceed \$5,600 and will be limited based on the following criteria:
 - i. The maximum amount of funding to be disbursed to an Ultimate Recipient for Eligible Retrofits undertaken in an Eligible Primary Residence is \$5,000 in accordance with the maximum funding amounts for each Eligible Retrofit activity.
 - ii. The maximum amount of federal funding for Eligible EnerGuide Assessments is \$600.
 3. In accordance with the departmental GST/PST/HST certification form, the reimbursable Provincial Sales Tax, the Goods and Services Tax and Harmonized Sales Tax costs must be net of any tax rebate to which the Initial Recipient is entitled.
 4. In-kind costs are those contributions of goods or services provided by the Initial Recipient or other contributors that are considered towards Total Project Costs; however; they are not eligible for reimbursement.
3. Notwithstanding Article 25 (Amendments), provided the Contribution for any given Fiscal Year is not exceeded, the Initial Recipient may adjust any cost allocated by Eligible Expenditure as listed above by in Part 1 of this Schedule to a maximum of twenty percent (20%) of that cost without providing notice to Canada. At the time of submitting a claim for payment, the Initial Recipient must provide Canada with a revised budget.

The Initial Recipient may submit a written request to Canada to make an adjustment greater than twenty percent (20%). The request must include a revised budget. This request is subject to the approval in writing by Canada's representative identified in Article 24 (Notices).

Applicant Details		
Name of Proposal Lead	<div style="background-color: black; width: 100px; height: 1.2em; margin-bottom: 5px;"></div> Manager, Energy Conservation Policy and Strategy	
Proposal Lead Email	<div style="background-color: black; width: 150px; height: 1.2em;"></div>	
Proposal Lead Telephone	<div style="background-color: black; width: 80px; height: 1.2em;"></div>	
Name of Signatory	<div style="background-color: black; width: 100px; height: 1.2em; margin-bottom: 5px;"></div> President Enbridge Gas Inc.	
Province, Territory or Agency Details		
Legal Name of Ministry, Department or Agency	Enbridge Gas Inc.	
Physical Address	500 Consumers Road North York, ON, M2J 1P8	
Mailing Address	P.O. Box 650 Scarborough, ON, M1K 5E3	
Email	https://www.enbridgegas.com/	
Telephone	<u>1-877-362-7434 (customer care)</u>	
Preferred Language of Official Correspondence	English	French

Project Overview	
Enbridge Gas Inc. ("Enbridge Gas" or "Company") proposes	<div style="background-color: black; width: 100%; height: 100px;"></div>

	<p>The initiative is administered by Enbridge Gas</p>
	<ul style="list-style-type: none"> • “One-window” program access for all eligible Ontarians • Consistent and clear rebate levels to avoid confusion in the market and enhance participation. • [REDACTED] will serve all eligible Ontarians by: <ul style="list-style-type: none"> - For homes outside of the Enbridge Gas franchise area, or that are within the franchise area that are not customers of the Company or that do not use natural gas as a space heating source, rebates will be at the CGHG level where the home is the owner’s primary residence. - For homes in the Enbridge Gas franchise area with natural gas as a space heating fuel in the pre-retrofit home energy assessment and who remain an Enbridge Gas customer at the time of the post-retrofit energy assessment, [REDACTED] ○ [REDACTED] for homes that are not the owner’s primary residence in the Enbridge Gas franchise area with natural gas as a heating fuel to provide consistency in the market. These participants are not eligible for Federal Government funding and are out of scope for the Contribution Agreement. <p>[REDACTED]</p> <ul style="list-style-type: none"> • Economies in applicant processing, program delivery, and rebate payment • All budgeting, forecasting, and funding allocations between NRCan and Enbridge Gas to occur on the back end, allowing Service Organizations and REA’s to focus on delivery of the initiative <p>Additional details on the proposed approach to funding from a co-delivered program offering are included in the core requirements section of this proposal.</p>
<p>Proposal Title</p>	<p>Enbridge Gas’s co-funding proposal for [REDACTED] to replace pre-existing Whole Home offering of the Company and the Canada Greener Homes Grant initiative in Ontario</p>
<p>Objectives of co-delivering the Canada Greener Homes Grant:</p>	<p>Co-delivery provides the opportunity for Enbridge Gas and NRCan to drive stronger program results more cost effectively for Ontario energy consumers than could be achieved without a coordinated approach. [REDACTED]</p>

	<p>Enbridge Gas is well positioned to [REDACTED] across Ontario to realize the benefits of a cohesive approach. Enbridge Gas has a proven track record in designing, delivering, and managing energy conservation programs. The Company has delivered DSM programs since 1995 and has an existing infrastructure for program administration, tracking and reporting of program results, and fulfillment of program incentives. This experience and existing infrastructure will allow for seamless expansion to [REDACTED].</p> <p>Enbridge Gas's HER DSM program offering has been in the Ontario market since 2012. Enbridge Gas previously co-delivered an enhanced version of HER from 2016 to 2019, in partnership with the Government of Ontario and the Independent Electricity System Operator. The partnership allowed homes heated through all fuel sources (propane, oil, wood, electricity, and natural gas) to conserve energy through a single program, creating a one-stop-shop for energy savings rebates across the province of Ontario. Homeowners and program stakeholders enjoyed the ease of having a single point of contact to access energy savings incentives as demonstrated by high overall satisfaction and likelihood to recommend the program.</p>
<p>The Canada Greener Homes Grant – Six Core Program Requirements for the Canada Greener Homes Grant Initiative</p>	
Requirement	Detailed explanation of how this requirement will be met
<p>Report and monitor on emissions reductions and program uptake</p>	<p>Enbridge Gas proposes to monitor emissions reductions through the modelled savings available in HOT2000 ("H2K"). Today, Enbridge Gas tracks energy savings through H2K outputs. For the [REDACTED], Enbridge Gas proposes to track and report based on standard outputs from H2K and use NRCAN approved conversion factors to make any necessary conversion/calculations to calculate greenhouse gas emission reductions or other metrics. Enbridge Gas will adhere to the reporting and validation requirements outlined in section "Part 2: Implementation Plan for distribution of funds" below and the attribution of savings will be representative of the respective funding sources. Enbridge Gas has included costs for reporting based on its experience, but if extensive and time intensive reporting requirements are documented, the costs estimated will have to be revised.</p>
<p>Qualifying retrofit measures</p> <p>[REDACTED]</p>	<p>[REDACTED]</p>

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¹ Participants in the process of converting space heating to natural gas, such as in community expansion areas, natural gas main extensions, or on-main conversions, will be modelled with natural gas space heating in the pre-retrofit energy assessment and be eligible for the [REDACTED].

	<div data-bbox="462 226 1461 478"><p>[REDACTED]</p><p>[REDACTED]</p><p>[REDACTED]</p><p>[REDACTED]</p><p>[REDACTED]</p><p>[REDACTED]</p></div> <div data-bbox="500 510 815 552"><p>[REDACTED]</p></div> <div data-bbox="462 577 1461 783"><p>[REDACTED]</p><p>[REDACTED]</p><p>[REDACTED]</p><p>[REDACTED]</p><p>[REDACTED]</p><p>[REDACTED]</p></div> <div data-bbox="462 823 1448 987"><p>[REDACTED]</p><p>[REDACTED]</p><p>[REDACTED]</p><p>[REDACTED]</p></div> <div data-bbox="500 1033 782 1075"><p>[REDACTED]</p></div> <div data-bbox="462 1102 1442 1287"><p>[REDACTED]</p><p>[REDACTED]</p><p>[REDACTED]</p></div> <div data-bbox="500 1348 987 1390"><p>[REDACTED]</p></div> <div data-bbox="462 1417 1461 1638"><p>[REDACTED]</p><p>[REDACTED]</p><p>[REDACTED]</p><p>[REDACTED]</p></div> <div data-bbox="500 1696 792 1738"><p>[REDACTED]</p></div> <div data-bbox="462 1768 1432 1848"><p>[REDACTED]</p><p>[REDACTED]</p></div>
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[illegible]

² Participants in the process of converting space heating to natural gas, such as in community expansion areas, natural gas main extensions or on-main conversions, will be modelled with natural gas space heating in the pre-retrofit energy assessment with associated attribution rules.

	<div></div> <div></div>
Agreement to recognize federal funding and program administration	<p><u>HER Marketing Experience</u></p> <p>Enbridge Gas has extensive experience in developing and executing effective and cost-efficient marketing campaigns to promote its Home Efficiency Rebate (HER) program offering. Between 2016-2019, Enbridge Gas, in partnership with the Government of Ontario and Independent Electricity System Operator, co-funded and delivered an enhanced version of the HER offering. Through these partnerships, Enbridge Gas gained experience in co-branding marketing material including the website and presenting enhanced offerings to the residential market while ensuring that the funding partnership was communicated clearly and accurately.</p> <p><u>Marketing Plan</u></p> <div></div> <div></div>

	<p><u>Program Launch and Outreach:</u></p> <p>[REDACTED]</p> <p>[REDACTED]</p>
Supporting Indigenous participation through flexibilities consistent with the national program	<p><u>Indigenous Participation</u></p> <p>Based on discussions with NRCan, Enbridge Gas understands that the approach to Indigenous communities will be a separate area of focus/process within the Canada Greener Homes Grant Initiative and Enbridge Gas will not formally be delivering the Indigenous portion. Enbridge Gas welcomes discussions for providing any additional support for outreach, communications or marketing that is outside of the scope of this proposal.</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>The proposal does not contemplate any activities by Enbridge Gas that are expected to trigger a duty to consult for Aboriginal or Indigenous groups and any such activities are outside the scope of the proposal.</p>
Commitment to inclusive and diverse hiring of staff	<p><u>Enbridge Gas's Commitment to Diversity and Inclusion</u></p> <p>Enbridge Gas is committed to Diversity and Inclusion ("D&I") in the workplace. The Company's D&I policy outlines why inclusion, diversity, equity, and accessibility are</p>

valued at Enbridge Gas. We are passionate and dedicated to ensuring we take actions that improves the way we work together, support our communities, and deliver superior business outcomes.

Enbridge Gas's D&I Policy in Action

- All leaders and employees learn about unconscious bias and inclusion. We recognize that everyone has unconscious bias, and this is something we consider before making decisions. We have policies in place to ensure employees are treated with respect and dignity and are committed to continuous improvement in the areas of equity, diversity, and inclusion. We do not tolerate or accept instances of direct bias or injustice in our workplace.
- We stand together for anti-racism, acceptance, and respect. We do more than say the right things – we are thoughtful, deliberate, and action-oriented in creating a workplace where everyone feels like they belong and are included through employee training, employee resource groups, and consistent communication regarding these topics from our leaders.
- We focus on progress. We commit to jobs and advancement for people reflecting the diversity of our communities. We set objectives, evaluate, and report progress.

Enbridge Gas will continue to reflect the diversity of the communities in which we operate. We will prioritize inclusion, diversity, equity, and accessibility in our workplace through our recruiting and hiring practices, our interactions with colleagues, the community, and our business partners.

Summary of Funding Request and Implementation Plan for Distribution of Funds

[REDACTED]

[REDACTED]

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[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Part 2: Implementation plan for distribution of funds

[REDACTED]



³ Participation may extend into the 2026-2027 fiscal period however for the purposes of this proposal the participation, and associated budget, has been forecasted to seek to ensure adequate budget in the 2023 – March 31, 2026 fiscal periods. Re-allocation of budget between fiscal periods would be assessed by NRCan and Enbridge Gas over the term of the Contribution Agreement, with associated amendment(s) if/when required.



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Tracking & Reporting		
The HER offer has several reporting mechanisms		
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

In terms of creating a plan to gather data to support reporting on key indicators, this will be straightforward as Enbridge Gas intends to leverage the data output (via Application Programming Interface [API] which gives Enbridge access to the housing information required to report on the following:

Performance Reporting

Enbridge Gas will disclose actual results of the co-delivery on a quarterly basis, including program uptake and provide a narrative describing factors contributing to participation in the [REDACTED].

Activity Objective and Indicators:

[REDACTED]

This performance metric is similar to what was required through a previous collaboration with the Provincial Government and Enbridge Gas from 2016 – 2019. The utility can provide similar metrics to NRCAN through this [REDACTED] calculated based on inputs tracked by Enbridge Gas and the assumptions to be confirmed by NRCAN to be used for the reporting. Metrics may include:

[REDACTED]

In terms of managing a reporting cadence, Enbridge Gas will support NRCAN's needs by providing quarterly information on the first business day of the second month following the quarter closing (i.e. April – June [Q1 Report], would be provided September 1) in an Excel format such as*:

FILE				HOME			ASSESSMENT	
File #	Original Fuel Type	Fuel Type After Retrofit	Service Organization	Street Name	City	Postal Code	D Assess Date	E Assess Date

MEASURES AND UPGRADES										
Insulation Upgrades					Other Upgrades					
Attic / Ceiling Insulation	Exterior Wall Insulation	Exposed Floor Insulation	Basement / Foundation Insulation	Crawl Spaces Insulation	Air Sealing	Windows / Doors	Thermostats	Space and Water Heating	Renewable Energy	Resiliency Measures

ANNUAL GROSS SAVINGS (from HOT2000)									
Energy Savings (GJ) - Natural Gas	GHG Savings (t) - Natural Gas	Energy Savings (GJ) - Oil	GHG Savings (t) - Oil	Energy Savings (GJ) - Propane	GHG Savings (t) - Propane	Energy Savings (GJ) - Wood	GHG Savings (t) - Wood	Energy Savings (GJ) - Electricity	GHG Savings (t) - Electricity

*Incremental columns / data points will be added to this reporting to reflect the Attribution and Cost-

Sharing agreement as outlined in the **Program Description, Attribution and Cost Sharing** section and format may be adjusted from time to time to cover reporting needs over the duration of the agreement.

The Reporting Period is based on a fiscal year (April 1 – March 31).

Enbridge Gas shall prepare three (3) Quarterly Reports followed by one (1) Annual Summary for each fiscal year of the collaboration. Report timing is provided below (if the date indicated below falls on a weekend, or holiday the next business day will be considered the due date):

NAME OF REPORT	DUE DATE
Annual Commitment	
Quarterly Report #1 representing activity from April – June	September 1
Quarterly Report #2 representing activity from July – September	December 1
Quarterly Report #3 representing activity from October – December	March 1
Annual Report representing activity from April - March	June 1

Part 3: Program delivery timelines and milestones as they relate to expected outputs and outcomes

Enbridge Gas anticipates [REDACTED] The Company proposes to treat the [REDACTED] as a whole home offering, and to use NRCan's HOT2000 software data outputs to [REDACTED]

For measures that are not modeled in H2K (including programmable thermostats, smart thermostats) prescriptive savings will be utilized. Results attributed to Enbridge Gas for the smart thermostat measure will be based on the current Ontario Technical Reference Manual.

Reporting of greenhouse gas savings will be based on H2K outputs by home and will be included in the quarterly reporting to NRCan.

Below are the Service Standards that Enbridge Gas wil report compliance on throughout the collaboration:

[REDACTED]

Business Plan

Technical Feasibility:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

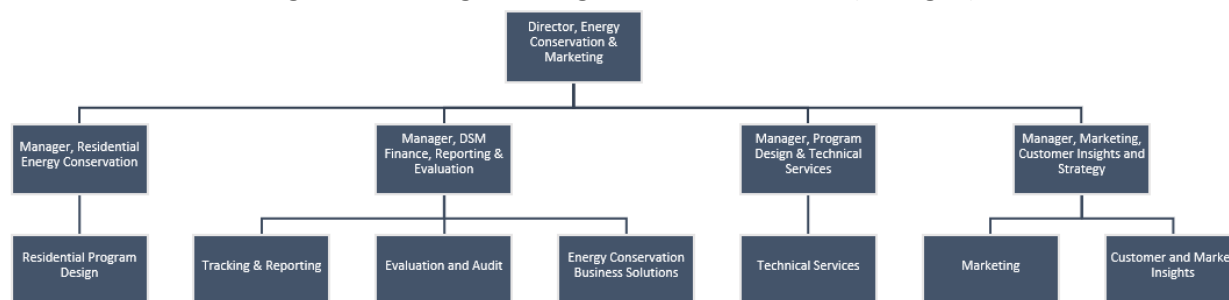
Partnerships:

[REDACTED]

Roles and Responsibilities in the Delivery of Funding

[REDACTED]

Figure B: Enbridge Gas Organizational Structure (abridged)



A brief description of the accountabilities of each internal team is provided below.

Residential Program Design will manage design and delivery of the , including incentive structure design, communication, and management with program agents (such as Service Organizations), budget management, reporting requirements and regular engagement with NRCAN to be formalized in the Agreement.

Tracking & Reporting will be responsible for processing all participants applications, validating participants and documentation to meet all criteria, confirmation of eligible upgrades, and timely payment of rebates. This team is accountable for reporting all participant information, energy/greenhouse gas savings and budget spend as it relates to participant rebates to the Residential Program Design team on a regular basis.

EC Business Solutions is responsible for the Guardian system that is the system of record used by the Tracking & Reporting team and facilitates payment to the customers.

Evaluation & Audit provides all required services in the evaluation of the program results as required by the OEB. This team leads evaluation requirements for Enbridge's DSM programs, and the DSM audit requirements for Enbridge Gas that are completed annually by a third-party firm as required by the OEB.

Technical Services will provide expertise and lead execution for all technical requirements of . The team has experience in HOT2000 and will support the technical review and updates for the program as required over the term of the partnership. Technical requirements may be subcontracted as required.

Marketing will be responsible for all promotional material, initiatives, and campaigns to drive awareness and uptake in the program, ensuring all branding requirements and mandatory elements for promotion of the partnership are met. Services to support Marketing efforts are subcontracted to agencies and vendors with specific expertise such as promotional campaign design and delivery.

Customer & Market Insights will be responsible for any required market research for the program. Enbridge Gas currently fields a participant survey through a third-party vendor to access the experience

and satisfaction of participants with their journey through the existing HER home retrofit program offering.

Customer Care will field calls on the program and ensure they are addressed for a positive experience with timely call resolution. Enbridge Gas employs both in-house call agents as well as subcontracts work to a third-party firm to effectively address in-bound calls. Call agents have access to information on each participant's application to address inquiries and provide insight into the application status for the caller and will ensure calls on the [REDACTED] are addressed effectively.

[REDACTED]

[REDACTED]

[REDACTED]

[illegible]

Total Eligible Expenditures for the Proposal (\$)

	FY2022-23 (Apr 1 - Mar 31)	FY2023-24 (Apr 1 - Mar 31)	FY2024-25 (Apr 1 - Mar 31)	FY2025-26 (Apr 1 - Mar 31)	FY2026-27 (Apr 1 - Mar 31)	Total
Eligible Expenditures for Co-Delivery Activities						
Salaries and benefits on the payroll of the Eligible Recipient for the actual time spent by the employees on the project						
Contracted services - professional, scientific, technical, management, data collection and contracting services						
Travel expenditures , including meals and accommodation, based on National Joint Council Rates						
Advertising, recruitment and training (including facilitator fees, costs of training development, promotion, deployment and evaluation)						
Capital expenditures – informatics hardware and software*						
Capital Expenditures – Retrofitting and upgrading of existing capital and construction of new capital, purchase and installation of equipment *						
Material, supplies and equipment*						
Overhead expenditures provided that they are related to the conduct of the project and can be attributed to it*						
Taxes - GST, PST or HST, net of any tax rebate to which the Eligible Recipient is entitled						
Total Costs						
Total Funding requested from NRCan	\$22,645,983	\$140,973,539	\$202,681,462	\$246,111,589	\$1,025,303	\$613,437,876

*Included in Salaries and benefit line item

Other Sources of Funding (\$ Million)

Other Contributors	Cash**	In-kind*	Total (\$)
Enbridge Gas (Ontario) DSM Incentive Contributions	\$107,321,963	\$0	\$107,321,963
Enbridge Gas (Ontario) DSM Audit Contributions	\$0	\$0	\$0
Enbridge Gas (Ontario) Expenditures for Co-Delivery Activities	\$0	\$10,729,281	\$10,729,281
Total	\$107,321,963	\$10,729,281	\$118,051,245

****Estimate based on filed Residential Whole Home program offering budget for 2023-2027, excluding budget for participants that are not the owner's primary residence funded by Enbridge Gas. Amount may change based on the pending OEB decision for the proposed 2023-2027 DSM Plan**



Funding Flow and Reconciliation Process

Advance Funding Transfers:

As per the funding transfer agreement, quarterly funding installments would be provided to Enbridge Gas from NRCan, based on a quarterly forecast and funding request provided by Enbridge Gas 60 days prior to the beginning of the reporting period. NRCan will deposit funds, subject to a 10% holdback⁴, to Enbridge Gas no later than 40 business days following submission of the funding request and quarterly forecast. Subsequent quarterly forecasts and funding requests will be adjusted by Enbridge Gas based on prior periods actual results and best available forecast information. Enbridge Gas will provide a funding request template and back up forecast information prepared in a format mutually agreed upon by both parties.

Tracking of Financial Activity:

The quarterly funding deposits from NRCan will be recorded in a separate account within the books and records of Enbridge Gas. Expenditure transactions related to [REDACTED] will be tracked as an offset in this separate account above, which enables visibility into the balance due to/due from NRCan for each reporting period.

Quarterly Reconciliation/Procedures:

Following completion of quarterly reconciliation procedures of energy savings, spending and other reporting requirements:

⁴ The 10% holdback will only apply to the Project Management funds as defined in Schedule B in the Contribution Agreement

- Enbridge Gas will populate the reporting templates with the completed quarter's activity
- Enbridge Gas will compare this to the funding received for the completed quarter (which was subject to the 10% holdback mentioned above)
- The net balance due to/due from NRCan related to the completed quarter's activity will be disclosed as part of the quarterly financial reports to NRCan

Enbridge Gas will provide NRCan with the completed reporting requirements on the first business day of the second month following the quarter closing (see table in Implementation plan for distribution of funds section). NRCan will acknowledge receipt and approval of completed reporting requirements to Enbridge Gas by the 20th business day following submission of reports, which entails the following:

- NRCan has reviewed and acknowledges that the homes, associated savings and associated spending for the reporting period are considered complete and final
- If a net funding balance is due to/from Enbridge Gas (i.e., the funding deposit exceeded the costs reported for the past quarter, or vice versa) Enbridge Gas will adjust the next available quarterly funding request based on the best information available when the quarterly funding request is prepared

Reconciliation/Procedures:

[REDACTED]

Interest:

[REDACTED]

Signatures

I hereby certify that by signing this proposal the information is true and accurate, and that I have the authority to submit it to Natural Resources Canada for the Canada Greener Homes Grant on behalf of Enbridge Gas Inc.		
Name of Signing Authority	Signature	Date (dd/mm/yyyy)

[illegible]



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-	[REDACTED]			[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
					[REDACTED]
T	[REDACTED]	.	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	.	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]			[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
					[REDACTED] [REDACTED]

1. Agreement Overview

1.1 Impacts to the Enbridge Gas DSM Plan application

During the Presentation Day and confirmed during the Oral Hearing, the Company anticipated that the agreement with NRCan would not alter the proposed DSM budget, scorecard structure or metrics on the scorecard, but expressed uncertainty if there would need to be an adjustment to the proposed targets as the attribution between NRCan and Enbridge Gas had not been finalized. The Company can now confirm that it is not proposing any adjustment to the proposed targets or any other elements of the DSM Plan application as filed based on the final executed agreement with NRCan.

Enbridge Gas maintains, as articulated during the Oral Hearing, that as the Program Administrator, the Company may adjust programs as required. This includes implementing changes to the incentive levels and measures incented, in order to adapt to market conditions and to meet the objectives of the OEB which are embodied in the approved DSM Framework and DSM Plan scorecard metrics. The Company recognizes that some parties expressed opinions that some measures should no longer be provided incentives. Although the Company is expressly not seeking OEB approval of the specific measures or incentive levels within the Whole Home program offering as part of the DSM Plan application, to be transparent with the OEB and other parties, Enbridge Gas notes that current planning is to no longer offer incentives for gas furnaces, gas boilers or water heaters within the Residential Program.

1.2 High Level Details of Agreement

Enbridge Gas has entered into an agreement with the Department of Natural Resources ("NRCan") in order to

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

<div data-bbox="248 384 354 457" data-label="Text"> <p>[REDACTED]</p> </div>	<div data-bbox="427 384 630 457" data-label="Text"> <p>[REDACTED]</p> </div>	<div data-bbox="774 205 1088 636" data-label="Text"> <p>[REDACTED]</p> </div>	<div data-bbox="1118 401 1382 436" data-label="Text"> <p>[REDACTED]</p> </div>
<div data-bbox="224 695 378 768" data-label="Text"> <p>[REDACTED]</p> </div>	<div data-bbox="427 695 657 768" data-label="Text"> <p>[REDACTED]</p> </div>	<div data-bbox="774 646 1081 802" data-label="Text"> <p>[REDACTED]</p> </div>	<div data-bbox="1118 709 1409 745" data-label="Text"> <p>[REDACTED]</p> </div>

2. Budget

2.1 Impact to Proposed Budget

Enbridge Gas is not requesting any changes to the budget proposed for the 2023-2027 DSM Plan Years.

2.2 [REDACTED] Funding Summary

A summary of the Federal Government funding requirements of the [REDACTED] in the Contribution Agreement, and Enbridge Gas Whole Home offering budget filed in the DSM Plan and available for the initiative is outlined in the tables below.

- The budget has been displayed based on the fiscal period of each entity. The fiscal year for the Federal Government is April 1 – March 31, the fiscal year for Enbridge Gas is January 1 – December 31.

<div data-bbox="232 1337 1409 1575" data-label="Text"> <p>[REDACTED]</p> </div>

- The Enbridge Gas Whole Home budget available to support the [REDACTED] is consistent with the budget filed for the 2023 – 2027 DSM Plan Years.

Table 2: Budget for the [REDACTED]

Fiscal Year	2022-23	2023-24	2024-25	2025-26	2026-27	TOTAL (\$)
NRCan Funding						
Total NRCan Budget	\$22,645,983	\$140,973,539	\$202,681,462	\$246,111,589	\$1,025,303	\$613,437,876
Fiscal Year	2023	2024	2025	2026	2027	Total
Enbridge Gas DSM Funding						
Total Enbridge ¹ Gas Whole Home Offering Budget	\$30,629,918	\$31,384,304	\$32,011,990	\$32,652,230	\$33,305,274	\$159,983,716

2.3 Cost Attribution

Costs are to be classified as: measure incentive costs, EnerGuide evaluations, contracted services, advertising, recruitment and training, or salaries and benefits. Attribution of measure incentive costs are detailed in the Program Design Section below.

EnerGuide Evaluations

The offering includes a rebate of up to \$600 for the pre-retrofit D assessment and the post-retrofit E assessment. [REDACTED]

[REDACTED]

[REDACTED]

Contracted services

Contracted services that are directly attributed to the requirements of the Federal Government, such as systems set-up or data costs, will be funded by the Federal Government. All other contracted services costs incurred by Enbridge Gas in the delivery of the [REDACTED] will be allocated on a 50% basis between Enbridge Gas and the Federal Government.

Advertising, recruitment and training

Advertising, recruitment and training costs that are directly attributed to the requirements of the Federal Government, are outside of the Enbridge Gas franchise area or targeted to residential energy users that do not use natural gas as a heating fuel will be funded by the Federal Government. All other

¹ The amounts shown include DSM budget amounts for non-owner-occupied homes and therefore differ from the amounts shown in the NRCan Contribution Agreement and Proposal Documentation [REDACTED]

costs incurred by Enbridge Gas will be allocated on a 50% basis between Enbridge Gas and the Federal Government.

Salaries and benefits

Salaries and benefits of Enbridge Gas staff required to deliver [REDACTED] will be funded 50% by Enbridge Gas and 50% by the Federal Government based on a fully allocated cost basis that aligns with standard practices approved by the OEB.

2.4 Accounting Practices and Funding Flow

The agreement does not impact accounting practices and current accounting practices will remain unchanged.

Tracking of Financial Activity

The funding deposits from NRCan will be recorded in a separate account within the books and records of Enbridge Gas. Expenditure transactions related to the [REDACTED] will be tracked as an offset in this separate account above, which enables visibility into the balance due to/due from NRCan for each reporting period.

It should be noted that this account does not require OEB approval as ratepayer funds will not be used.

3. Target

3.1 Impact to Proposed Target

Enbridge Gas is not requesting any changes to the targets proposed for the 2023-2027 DSM Plan Years.

3.2 Attribution of Results

It should be noted that the agreement does not alter the proposed gross measurement methodology in the DSM Plan.

Attribution of savings will be determined based on the following rules. Attributable results include the amount of annual energy saved by the [REDACTED] and the associated amount of annual GHG emissions avoided by the [REDACTED]

Savings will be determined based [REDACTED]

[REDACTED] The parties may update this methodology from time to time based on mutual agreement in writing.

[REDACTED]

The savings of the [REDACTED] on a per measure basis, will be attributed to Enbridge Gas and/or the Federal Government based on the share of the measure incentives funded by each party.

Therefore:

[REDACTED]

The following framework is intended to ensure that the pre-existing Enbridge Gas program offering will yield the minimum cost effectiveness per dollar contribution consistent with principles outlined by the Ontario Ministry of Energy in the request for NRCan and Enbridge Gas to consider co-delivery of programming in Ontario.

On an annual basis, Enbridge Gas and NRCan will review the attribution savings framework and other program parameters and make adjustments as mutually agreed with a view to ensuring both Enbridge Gas and NRCan meet their respective performance targets. For clarity, should the savings attributed to

² Participants in the process of converting space heating to natural gas, such as in community expansion areas, natural gas main extensions or on-main conversions, will be modelled with natural gas space heating in the pre-retrofit energy assessment with associated attribution rules.

Enbridge Gas for any calendar year be below 0.34 gross annual natural gas m³ savings per incentive dollar contributed by Enbridge Gas to the [REDACTED], adjustments would be made to the attribution to result in a minimum 0.34 m³/incentive dollar attributed to Enbridge Gas.

In order to best serve the Ontario market, the [REDACTED] offering will be communicated to all potential participants, service organizations and contractors [REDACTED] All participants will be reported to NRCan, with appropriate break outs of the funding of participants so NRCan can report on progress in meeting the objectives of the Federal Government [REDACTED]

4. Program Design

4.1 Eligibility

[REDACTED]

4.2 Rebates

A summary of the measure incentives [REDACTED]

Applicant Type	Occupancy Type	Measure Eligibility	Measure Incentive Level
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]

Within the [REDACTED] measure incentive costs and the funding entity [REDACTED] are shown in Appendix A of the Agreement.

In relation to the CGHG , for homes in the Enbridge Gas franchise area with natural gas as a space heating fuel in the pre-retrofit home energy assessment who remain an Enbridge Gas customer at the time of the post-retrofit energy assessment, [REDACTED]

The maximum rebate payment for measure incentives is:

[REDACTED]	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
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[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
------------	------------	------------	------------	------------	------------	------------

³ Participants in the process of converting space heating to natural gas, such as in community expansion areas, natural gas main extensions, or on-main conversions, will be modelled with natural gas space heating in the pre-retrofit energy assessment and be eligible for the [REDACTED] measure incentives.

--	--	--	--	--	--	--

[REDACTED], Enbridge Gas or the Federal Government may find it necessary to adjust rebate levels, measure criteria, or introduce new measures in response to market changes, budgetary considerations or lessons learned by mutual agreement [REDACTED]
[REDACTED]

5. Question and Answer

How will co-ordination impact achievement on the Residential scorecard target?

As described in 3.2 Attribution of Results, NRCan and Enbridge Gas have agreed upon an attribution mechanism whereby results are attributed, on a per measure basis, to Enbridge Gas based on the share of the measure incentives funded by Enbridge Gas. Further, the threshold that has been agreed to of 0.34 m³/incentive dollar contributed by Enbridge Gas was calculated based on the 2023 gross annual natural gas savings target, incentive costs and post-retrofit energy assessment delivery costs for the Residential Whole Home offering filed for the 2023 – 2027 DSM Plan Years, excluding forecasted costs and results from participants that are not the owner's primary residence out of the scope of the Contribution Agreement. This approach ensures:

- Enbridge Gas's allocated share of natural gas savings in the Contribution Agreement is on a "percentage of total measure incentive dollars spent" basis and based on the uptake of [REDACTED]
[REDACTED]
- the cost-effectiveness of the previous Whole Home offering on a m³/incentive dollar basis is maintained in co-delivery and Enbridge Gas's attributed results for the DSM budget contribution are not displaced.

As a result, Enbridge Gas' ability to achieve the target in the Residential Scorecard continues to be based on volume of participation and in depth of energy savings upgrades [REDACTED]
[REDACTED]

How will this coordination impact Enbridge's TRC-Plus cost effectiveness for the Residential Program?

The measures supported by Enbridge Gas in [REDACTED]
[REDACTED] for the 2023 – 2027 DSM Plan Years, and the TRC-Plus will reflect this. Enbridge Gas [REDACTED]
[REDACTED] and Enbridge Gas anticipates the offering will continue to be cost effective on a TRC-Plus basis.

In terms of the impact on the proposed Net Benefits Shared Savings Mechanism, Enbridge Gas anticipates any resulting change will have an immaterial impact on total DSMI as the Residential

Whole Home offering has a relatively modest contribution to the Net Benefits of the entire DSM Portfolio. The forecasted 2023 Net Benefits of the stand-alone Whole Home offering of \$27,970,866⁴ represents 7.7% of the forecasted \$364,502,976⁵ for the entire portfolio.

Will there be a change to the Gross Measurement approach identified in the Application?

Enbridge Gas is not requesting any changes to the Gross Measurement approach proposed in the 2022-2027 DSM Plan Application.

Will there be a change to the eligibility criteria identified in the Application?

Yes. In addition to the eligibility outlined in the application, [REDACTED]

[REDACTED] Consistent with the Application residential Enbridge Gas customers whose residence (which may include detached house, semi-detached house, row house, townhouse, or a mobile home with a permanent foundation) heated with natural gas will continue to be eligible for the offering and Enbridge Gas funding, inclusive of properties that are not the owner's primary residence.

Properties that are not customers of Enbridge Gas and/or who heat with a fuel other than natural gas will not be eligible for Enbridge Gas funding but will be eligible for [REDACTED].

Are Indigenous people eligible for the offering?

Based on discussions with NRCan, Enbridge Gas understands that the approach to Indigenous communities will be a separate area of focus/process within the Canada Greener Homes Grant Initiative and Enbridge Gas will not formally be delivering the Indigenous portion.

For clarity, Enbridge Gas would not be specifically communicating or targeting Indigenous participants for [REDACTED] but would process any Indigenous applicants based on the established program eligibility criteria and make rebate payments based upon the program rules (i.e., they would not be excluded from the initiative). Once NRCan has finalized the program details and delivery approach for Indigenous programming in the CGHG, Enbridge Gas will work with NRCan to discuss any process, communications or marketing material adjustments that may be required (i.e., communication of enhanced rebates if available or alternative delivery channels that address specific barriers to participation, or any other aspects that provide additional support for Indigenous groups).

⁴ [REDACTED]

⁵ 2023 – 2027 DSM Plan. Exhibit D, Tab 1, Schedule 4, Page 2 of 2, Table 1, as updated February 18, 2022

How many participants are forecasted for this initiative for the Contribution Agreement?

Total participants in the joint initiative are forecasted as follows:

Program Year	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	TOTAL
Participants	5,000	35,000	50,000	60,000	0	150,000

Is fuel switching allowed through this initiative?

Yes, in some instances.

Please see Appendix A for details.

Will participants be eligible for rebates for installing electric equipment?

Yes. Participants are eligible for rebates

Will participants be eligible for rebates for installing gas-fired equipment?

It is currently contemplated that rebates previously available for high efficiency natural gas furnace, boiler, or water heater upgrades in the Enbridge Gas Whole Home program offering will not be available in the

Enbridge Gas and NRCan are expecting to assess changes to measures and/or rebate levels over the term of the agreement in order to target their respective policy goals.

Will the rebate levels be changed over the life

At any point during the term of the , Enbridge Gas or the Federal Government may find it necessary to adjust rebate levels, measure criteria, or introduce new measures in response to market changes, budgetary considerations or lessons learned by mutual agreement for .

Will there be administrative efficiencies as a result of ?

Enbridge Gas anticipates there will be administrative efficiencies.

- [REDACTED] ny actual efficiencies achieved will be redirected to DSM program offerings or returned to ratepayers via the DSM Variance Account through the proposed DSM Framework elements that are consistent with the current DSM Framework and practices.

[REDACTED]

[REDACTED]

[REDACTED]

Why do the program years span two years (i.e. 2023-2024)?

NRCAN uses a fiscal year that runs from April 1 to March 31, as a result, the program years span the same timeframe. Enbridge Gas will continue to report results according to its January 1 to December 31 program years, but will work with NRCAN to fulfill reporting requirements according to NRCAN's fiscal year as per the Agreement requirements.

Appendix A: Administrative Details - Measure Rebates for [REDACTED]

Version 1: July 8, 2022

Measure	On Grid Community			Off Grid Community	Description
	Rebate for All Eligible Participants				

Measure	On Grid Community			Off Grid Community	Description
	Rebate for All Eligible Participants	[REDACTED]			
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Measure	On Grid Community			Off Grid Community	Description
	Rebate for All Eligible Participants	[REDACTED]			
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
					[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Measure	On Grid Community			Off Grid Community	Description
	Rebate for All Eligible Participants				

Measure	On Grid Community			Off Grid Community	Description
	Rebate for All Eligible Participants				

[illegible]



Dear Sarah Van Der Paelt:

Natural Resources Canada is pleased to present Enbridge Gas Inc. this contribution agreement for its signing for the co-delivery of the Canada Greener Homes Grant initiative to Ontario homeowners.

Natural Resources Canada is looking forward to Ontarians continuing to benefit from the success of this project in their pursuit of energy efficient homes.

Further to previous discussions, in order to avoid confusion in the market and impacts to the current program in market, Natural Resources Canada and Enbridge Gas Inc. agree not to publicly disclose specifics of the project until such time that parties make a formal announcement.

I look forward to our on-going collaboration.

Yours sincerely,

Ruth Talbot
Senior Director, Greener Homes Division
Natural Resources Canada

Ministry of Energy

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Conservation and Renewable Energy Division

Division de l'efficacité énergétique et des énergies renouvelables

August 5, 2022

Ms Malini Giridhar
Vice President
Business Development and Regulatory Affairs
Enbridge Gas Inc.
500 Consumers Road
North York ON M2J 1P8

Dear Ms Giridhar:

I am writing to you in respect of the efforts of Enbridge Gas Inc. to arrive at an agreement with Natural Resource Canada (NRCan) on a collaborative approach for the delivery of the Canada Greener Homes Grant program in Ontario, in co-ordination with your established Home Efficiency Rebate (HER) Demand Side Management (DSM) program.

In September 2021, I wrote to my then counterpart at NRCan, Mollie Johnson, to emphasize the importance of a key principle to the implementation of the Canada Greener Homes Grant (CGHG) program, to not displace or duplicate provincial programs. It is my understanding that Enbridge has embedded this principle of non-duplication in the manner in which it has approached its negotiations with NRCan.

I believe that a co-operative approach with NRCan is highly supportive of the principles outlined in my September 2021 letter, and has the potential to assist Ontario and Canada in achieving larger and more impactful energy and greenhouse gas savings results than either could achieve without such an approach.

Sincerely,

A handwritten signature in black ink, appearing to read "Usman Syed".

Usman Syed *for*
Kelly Brown
Assistant Deputy Minister, Conservation and Renewable Energy Division
Ministry of Energy

c:

Stephen Rhodes, Deputy Minister, Ministry of Energy
Drew Leyburne, Assistant Deputy Minister, Energy Efficiency and Technology Sector,
Natural Resources Canada