

Enbridge Gas Inc. 500 Consumers Road North York, Ontario M2J 1P8

September 14, 2022

VIA EMAIL and RESS

NBRIDGE

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 for Request for Confidential Treatment

In accordance with Procedural Order No. 7, Enbridge Gas is providing additional explanations on the information that was redacted for non-relevance in the August 31, 2022 submission. While additional explanations are set out in the table below, the following comments apply generally to the information redacted for non-relevance.

Procedural Order No. 7 refers to the December 17, 2021 Chief Commissioners Letter. Enbridge Gas notes that this letter also states at page 5: "...in the past, parties have sometimes made redactions for non-relevance which were reviewed and verified by the panel of OEB Commissioners adjudicating a given matter". The letter goes on to state that while the OEB generally expects only relevant information to be filed in a proceeding "... in some circumstances, a party may need to file a document that contains some information that is relevant and other information that is not relevant to a particular proceeding. Recognizing this, the OEB has added a new Part 11 to the Practice Direction that addresses what a party should do if it seeks to redact non-relevant information from its filing and how the OEB will address such requests".

In this instance, the information is contained in a negotiated agreement with a non regulated counter party which means that it was not possible to exclude irrelevant provisions from this agreement as many were included specifically for the benefit of the counter party. While Enbridge Gas views much of the Contribution Agreement as irrelevant, it did not propose to redact all of the non-relevant sections in the interests of transparency. It does however have concern where irrelevant provisions will be disclosed that might complicate or confuse matters in a future regulatory proceeding in that the information is not compatible (ex. different year ends and figures generated by a counter party for reasons internal to it, with some figures on a different basis than

seemingly comparable figures in the evidentiary filing¹) and/or because it could set a precedent and standard that will be demanded by other counter parties in future which Enbridge Gas may view as unwarranted. Enbridge Gas submits that there is no purpose served by the disclosure of the information for which confidential treatment for reasons of irrelevancy have been made.

Attachment	Description of Document	Basis for Confidentiality as filed August 31, 2022	Basis for Confidentiality – Additional Explanation
Attachment 1, Page 5 of 17, Section 7 – Method of Payment	Contribution Agreement between Enbridge Gas and NRCan	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.	This section details payment terms between Enbridge Gas and NRCan. These details are not relevant and have no impact to Enbridge Gas's DSM Plan. In addition, the method of payment is a specific negotiated term which could impede NRCan and/or Enbridge Gas's ability to negotiate payment terms in the future and thereby potentially cause a prejudice to its competitive position (Appendix A part a (i) and (iii))

¹ Attachment 2, page 32 states in unredacted form, "Other Sources of funding: "**Estimate based on filed Residential Whole Home program offering budget for 2023-2027, <u>excluding budget for participants</u> <u>that are not the owner's primary residence funded by Enbridge Gas</u>. Amount may change based on the pending OEB decision for the proposed 2023-2027 DSM Plan" [<u>Emphasis added</u>]

Attachment 1, Page 8 of 17, Section 13 – Reports Contribution
Agreement
between
Enbridge Gas
and NRCan

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.

This section details reporting obligations of Enbridge Gas to NRCan which are based on a fiscal period ending March 31. While Enbridge Gas does not take issue to disclosing its obligations of reporting to NRCan as detailed in Section 13 to parties to this proceeding, it does not want to give the impression that reports will then be made available to all parties and/or that such reports are relevant for regulatory purposes.

Enbridge Gas does however have concern that the release of this information publicly might cause other counterparties in future to demand similarly comprehensive reporting requirements which Enbridge Gas may view as are overly burdensome and costly. Additionally, if other counter parties are aware of the potential requirement to disclose irrelevant information, it may inhibit Enbridge Gas from coming to appropriate agreement(s) in the future that would ultimately benefit ratepayers. For these reasons, Enbridge Gas believes that this information should remain confidential (Appendix A part a (i) and (iii)).

Given that the fiscal period ends are different between both NRCan and Enbridge Gas (i.e. NRCan has a March 31 fiscal year end whereas Enbridge has a Dec 31 year end), any reporting to NRCan

			would not be relevant nor helpful to parties. In addition the reports may result in confusion amongst parties if parties start to compare these reports against Enbridge Gas's annual DSM and Financial Reports.
Attachment 1, Page 16 of 17, Schedule B – Section 1	Contribution Agreement between Enbridge Gas and NRCan	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.	This section of Schedule B sets out financial contributions of NRCan split out by "Tasks" based on a fiscal year ending March 31. This detail is not relevant as it is on a fiscal period end basis that is different than Enbridge Gas. The figures are budget forecasts prepared by NRCan which have been allocated based upon its internal determinations. What portion of a tasks forecast budget for the two fiscal years which overlap a calendar year is not known nor is it relevant. Disclosing this information may result in confusion amongst parties when compared to Enbridge Gas's financial contributions. Results will all be determined based on actual spending by both Enbridge Gas and NRCan during the applicable calendar year.

Attachment 2, Page 30 and 31 of 42 Enbridge Gas and CGHG Final Program Details Proposal 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.

Enbridge Gas will make this Attachment publicly available at the time there is a joint announcement by Enbridge Gas and NRCan which is anticipated to be late fall 2022.

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

As stated previously this financial information relates entirely to the forecast and breakdown of NRCan costs by categories chosen by the Government for internal purposes using NRCan's fiscal year end which is March 31. This information would not be relevant nor helpful to parties. In addition, the reports may result in confusion amongst parties if parties attempt to compare these reports against Enbridge Gas's annual DSM and Financial Reports.

		by categories chosen by the Government 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 2, Page 33 of 42 Reconciliation/ Procedures and Interest	Enbridge Gas and CGHG Final Program Details Proposal		This section details certain Funding Reconciliation and Interest terms between Enbridge Gas and NRCan. These details are not relevant and have no impact to Enbridge Gas's DSM Plan. In addition, these terms are specific negotiated terms which could impede NRCan and or Enbridge Gas's ability to negotiate in the future and thereby potentially cause a prejudice to its competitive position (Appendix A part a (i) and (iii)).

In addition, as per OEB direction in Procedural Order No. 7, Enbridge Gas has unredacted the names, business titles and contact information of Enbridge Gas and NRCan employees.

Enbridge Gas has attached the following to this cover letter with updates as noted above:

- 1. Attachment 1 Final Contribution Agreement
- 2. Attachment 2 Enbridge Gas and CGHG Final Program Details Proposal

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 (already approved by the OEB in Procedural Order No. 7) and those provisions for which confidential

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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

PROTECTED-A

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;

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"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*.

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- 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.

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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:

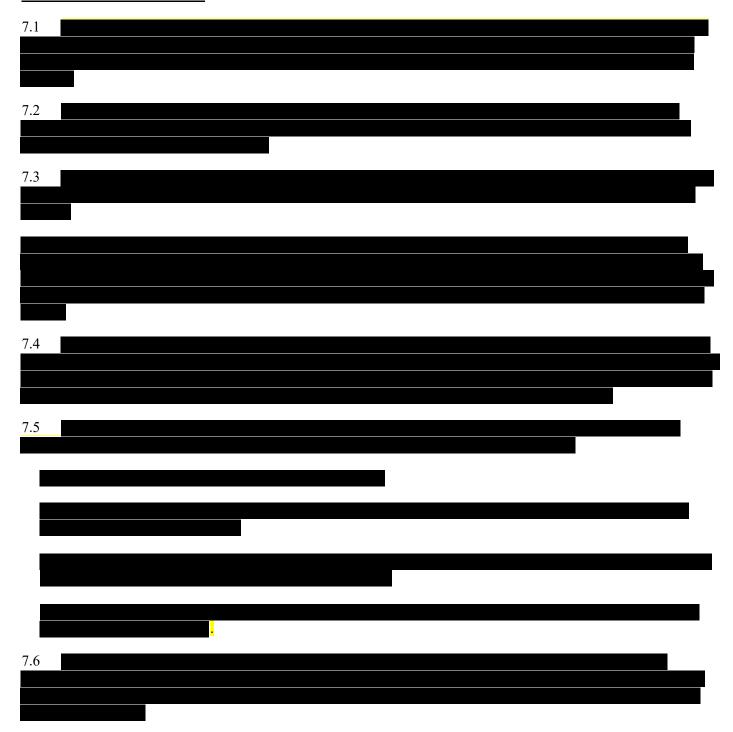
Canada: Six Hundred Thirteen Million Four Hundred Thirty Seven Thousand Eight Hundred Seventy-Six Dollars (\$613,437,876)

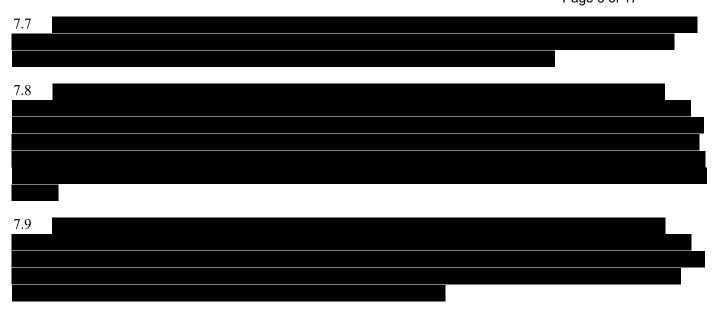
Other Federal: Zero Dollars (\$0)
Provincial: Zero Dollars (\$0)
Territorial: Zero Dollars (\$0)
Municipal: Zero Dollars (\$0)

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





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.

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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.

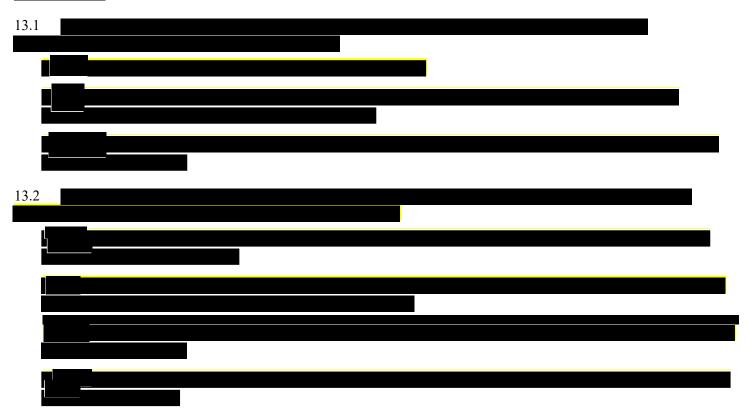
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12. ACCESS

- 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



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.

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- 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.

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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:

Ruth Talbot Senior Director Greener Homes Division Natural Resources Canada 580 Booth Street, 19th Floor, Room. B1-2 Ottawa, Ontario K1A 0E4

Telephone: (613) 818-6175

E-mail: ruth.talbot@nrcan-rncan.gc.ca

To the Initial Recipient:

Sarah Van Der Paelt Director of Marketing and Energy Conservation Enbridge Gas Inc. 500 Consumers Road, North York, ON M2J 1P8

Telephone: (519) 436-5255

E-mail: sarah.vanderpaelt@enbridge.com

- 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.

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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

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.

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PROTECTED-A

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 RIC	GHT OF CANADA
	Date	Drew Leyburne
		Assistant Deputy Minister
		Energy Efficiency & Technological Sector
ENBRIDGE GAS INC		
	Date	Michele Harradence
		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	INCENTIVES FOR ENERGY EFFICIENCY IN THE RESIDENTIAL SECTOR OF
TITLE:	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:	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. Within the Project, the Initial Recipient will complete the following:
	 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.
	The Initial Recipient will select Ultimate Recipients that meet the following criteria:
	 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. The Eligible Primary Residences are existing homes of the following types:
	 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: a. Eligible EnerGuide assessments

	b. Eligible Retrofits
BENEFITS:	Benefits to Canada / Canadians:
	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. 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.
	• Benefits to Stakeholders:
	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.

PROJECT TASKS:

	Task Name	Description	Outputs
1	Project Management 31 March 2027	 Under this task, the Initial Recipient will: Provide information to residents of Ontario on the Project Coordinate EnerGuide assessments for Ultimate Recipients Collect and validate supporting documentation related to eligibility criteria Share information on the Ultimate Recipient files and funding provided to Ultimate Recipients Disburse funding to Ultimate Recipients for Eligible Retrofits Ensure the information technology systems and processes are: 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. 	 Revised communication products that include information on the Project Applications from Ultimate Recipients Coordination and payments of EnerGuide assessments for Ultimate Recipients Completed Ultimate Recipient applications that are reviewed and validated against established requirements Established and functioning information IT systems to support the Project.

	Task Name	Description	Outputs
		Description	•
2	Funding of	Under this task, the Initial Recipient will provide	• Payments related to the
	Eligible	financial support to cover the fees related to	costs of eligible
	EnerGuide	EnerGuide assessments conducted by registered	EnerGuide assessments
	Assessments	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	
	31 March 2027	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.	
3	Funding for	Under this task, the Initial Recipient will support the	• Contribution is
	Eligible Retrofits	purchase of materials or equipment for Eligible	distributed for
		Retrofits and their installation or implementation after	Eligible Retrofits
		the Eligible pre-retrofit EnerGuide Assessment has	
		been completed for Ultimate Recipient applications,	
	31 March 2027 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.	

PERFORMANCE INFORMATION:

Key P	erformance 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
	. —		. —	. —		-
					I I	
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

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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).

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Applicant Details					
Name of Proposal Lead	CRAIG FERNANDES				
	Manager, Energy Conservation Policy and Strategy				
Proposal Lead Email	craig.fernandes@enbridge.com				
Proposal Lead Telephone	416-495-3007				
Name of Signatory	Michele Harradence				
	President				
	Enbridge Gas Inc.				
Province, Territory or Agenc	y 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	1-877-362-7434 (customer care)				
Preferred Language of Official Correspondence	English French				

Project Overview	
Enbridge Gas Inc. ("Enbridge Gas" or "Company") proposes	

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	The initiative is administered by Enbridge Gas
• "One winder	u" program accoss for all pligible Optazions
	n" program access for all eligible Ontarians nd clear rebate levels to avoid confusion in the market and enhance participation.
• Consistent at	will serve all eligible Ontarians by:
	will serve all eligible officialians by.
_	
	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
	neating source, rebates will be at the CGHG level where the home is the owner's
	orimary residence. For homes in the Enbridge Gas franchise area with natural gas as a space heating fuel
	n the pre-retrofit home energy assessment and who remain an Enbridge Gas
	customer at the time of the post-retrofit energy assessment,
_	
	for homes that
	not the owner's primary residence in the Enbridge Gas franchise area with natural gas heating fuel to provide consistency in the market. These participants are not eligible
	ederal Government funding and are out of scope for the Contribution Agreement.
	guardian contraction and an action cooperior and contraction agreements
 Economies in 	applicant processing, program delivery, and rebate payment
	g, 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
	the proposed approach to funding from a co-delivered program offering are included
in the core requireme	ents section of this proposal.
Dronocal Title	Enbridge Gas's co-funding proposal for delivery to
Proposal Title	replace pre-existing Whole Home offering of the Company and the Canada Greener
	Homes Grant initiative in Ontario
Objectives of as	
Objectives of co- delivering the	Co-delivery provides the opportunity for Enbridge Gas and NRCan to drive stronger
Canada Greener	program results more cost effectively for Ontario energy consumers than could be
Homes Grant:	achieved without a coordinated approach.

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Enbridge Gas is well positioned to across

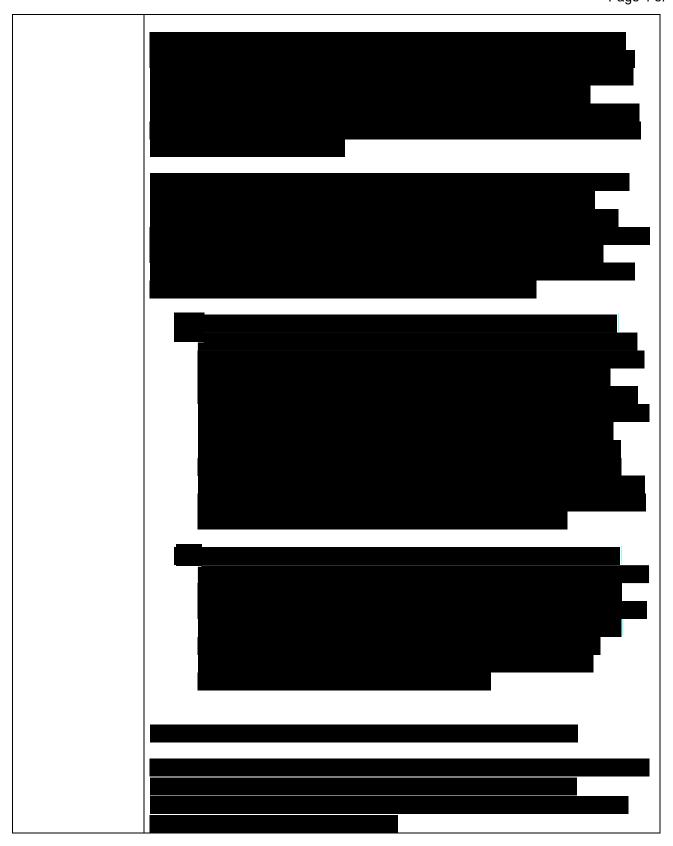
Ontario to realize the benefits of a cohesive approach. Enbridge Gas has a proven track record in designing, delivering, and managing energy conservation programs. The Company has delivered DSM programs since 1995 and has an existing infrastructure for program administration, tracking and reporting of program results, and fulfillment of program incentives. This experience and existing infrastructure will allow for seamless expansion to

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.

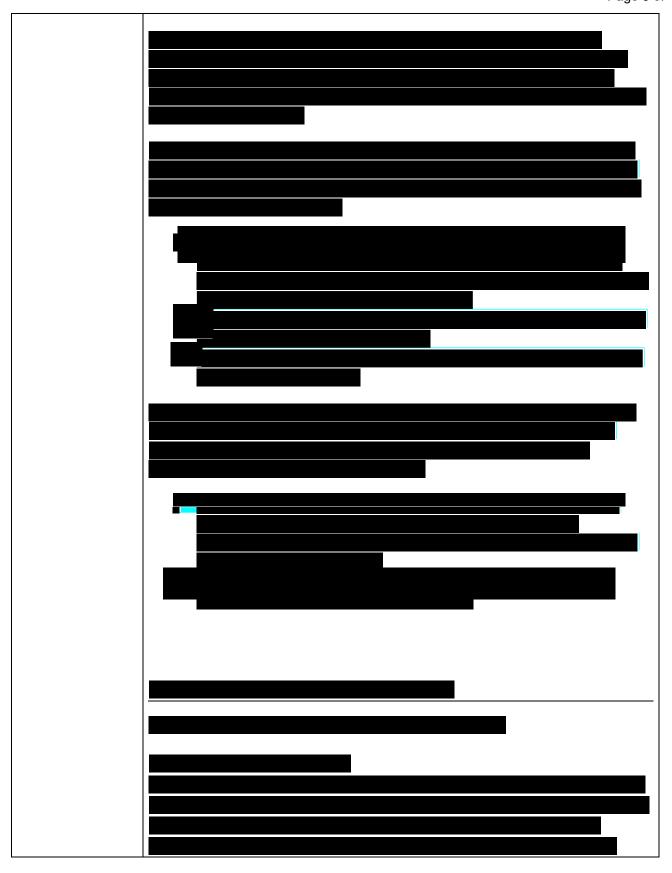
The Canada Greener Homes Grant – Six Core Program Requirements for the Canada Greener Homes Grant Initiative

Requirement	Detailed explanation of how this requirement will be met
Report and monitor on emissions reductions and program uptake	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 propose 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.
Qualifying retrofit measures	

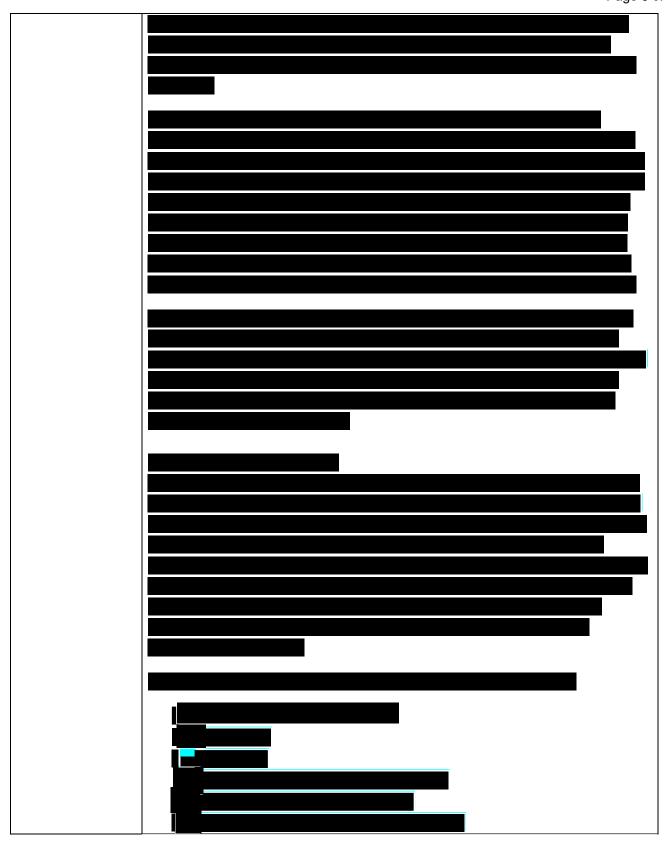
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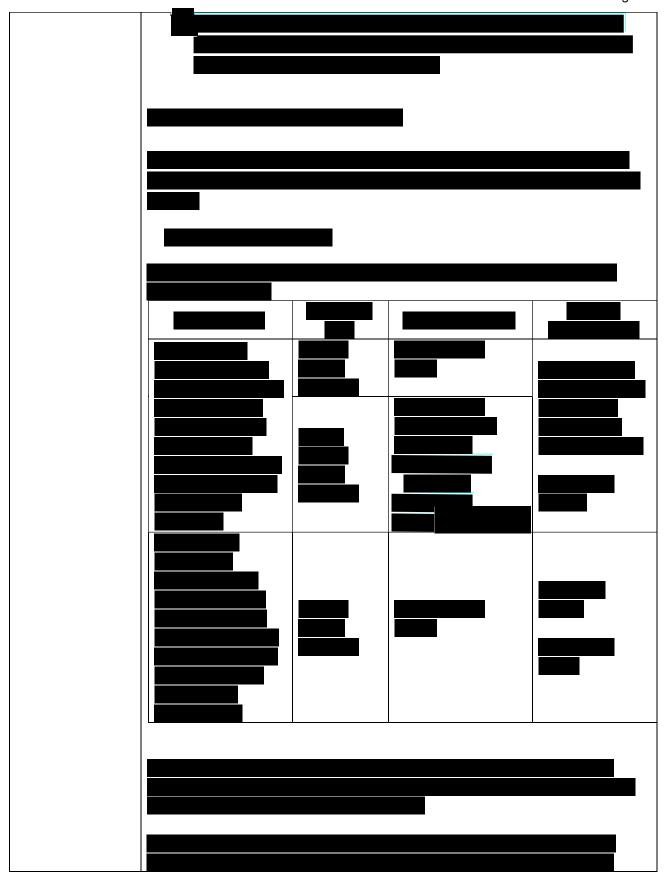
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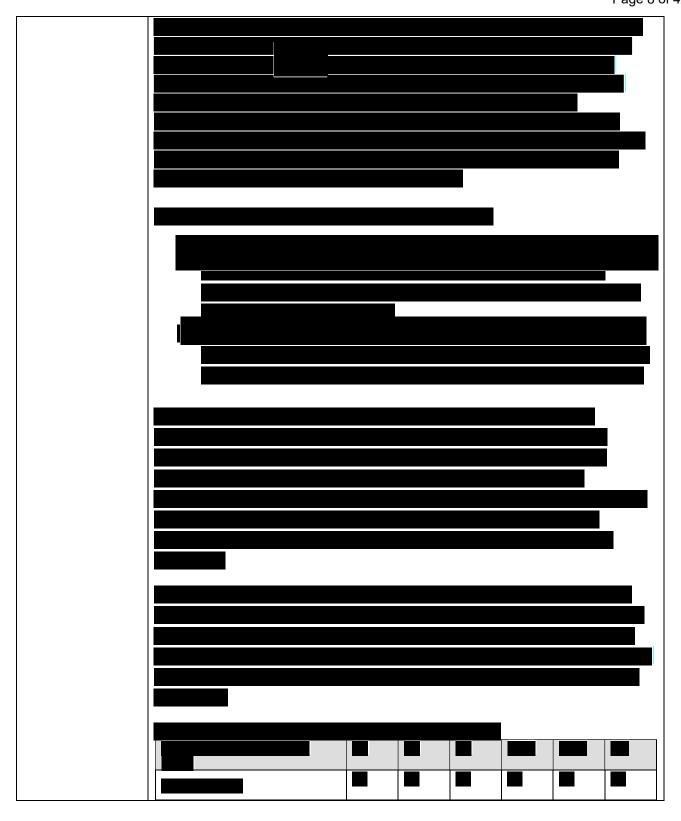


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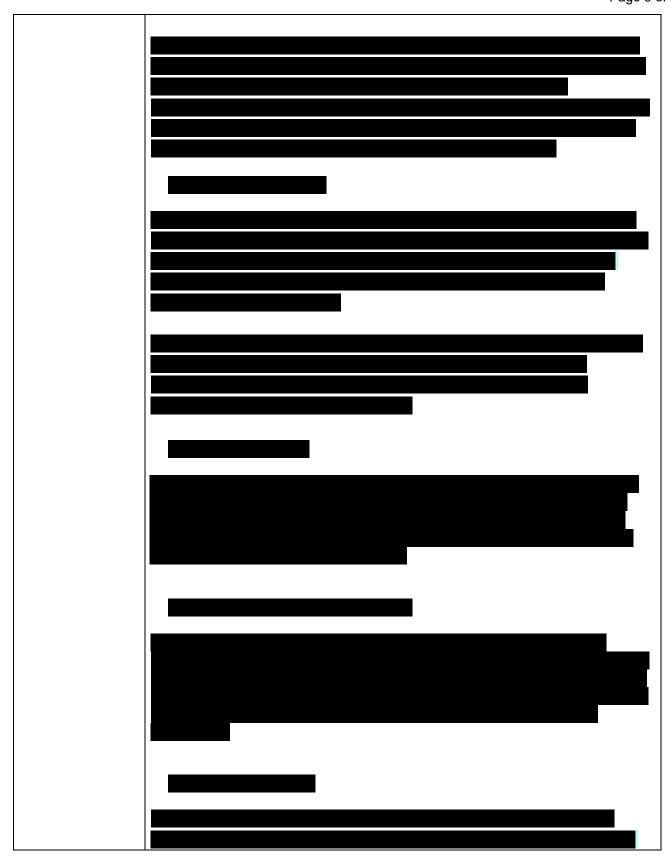
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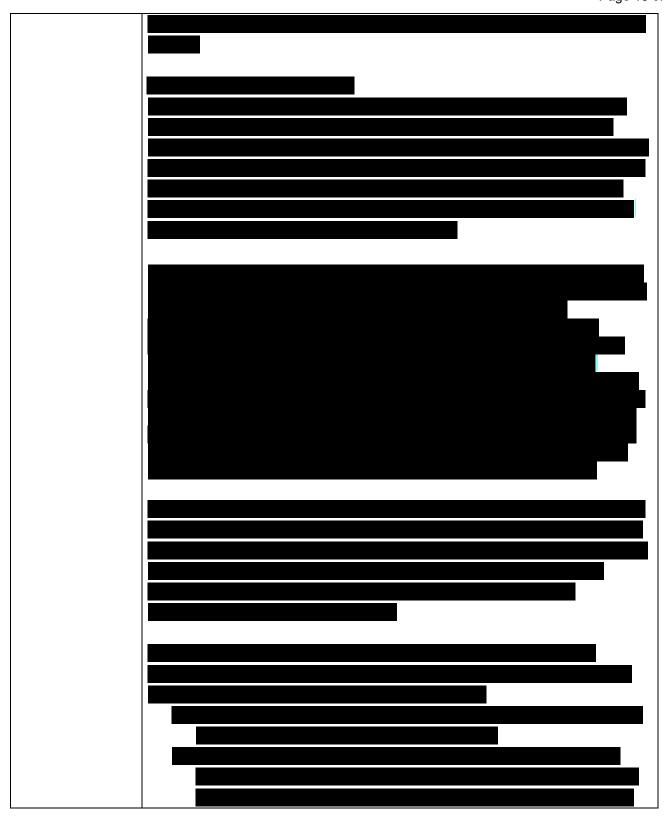


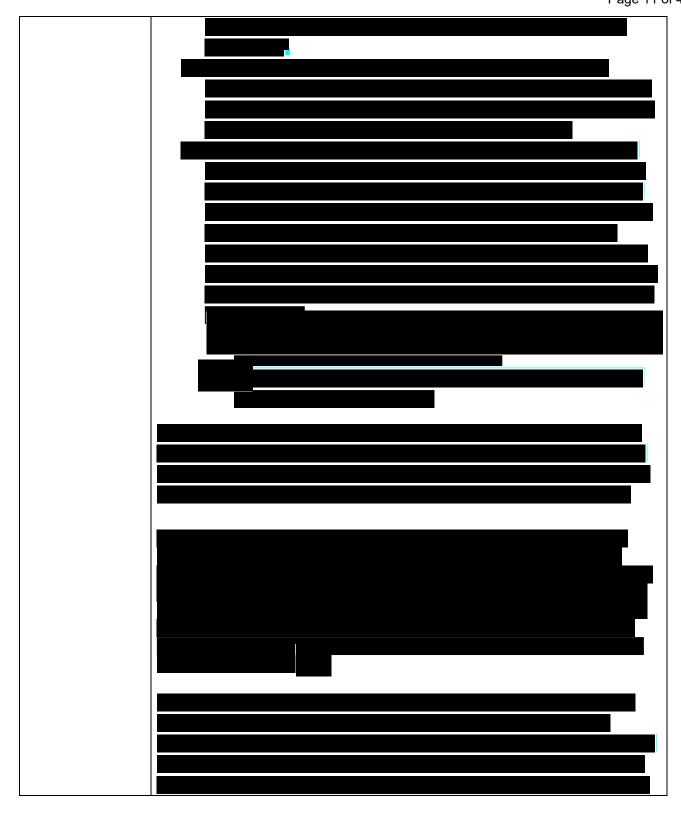
¹ Participants in the process of converting space heating to natural gas, such as in community expansion areas, natural gas main extensions, or on-main conversions, will be modelled with natural gas space heating in the pre-retrofit energy assessment and be eligible for the

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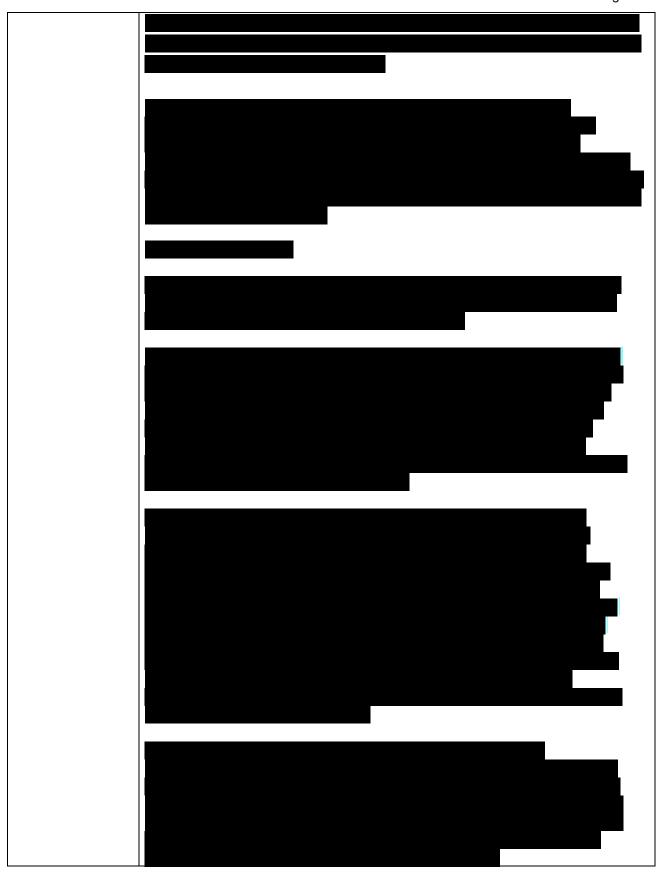
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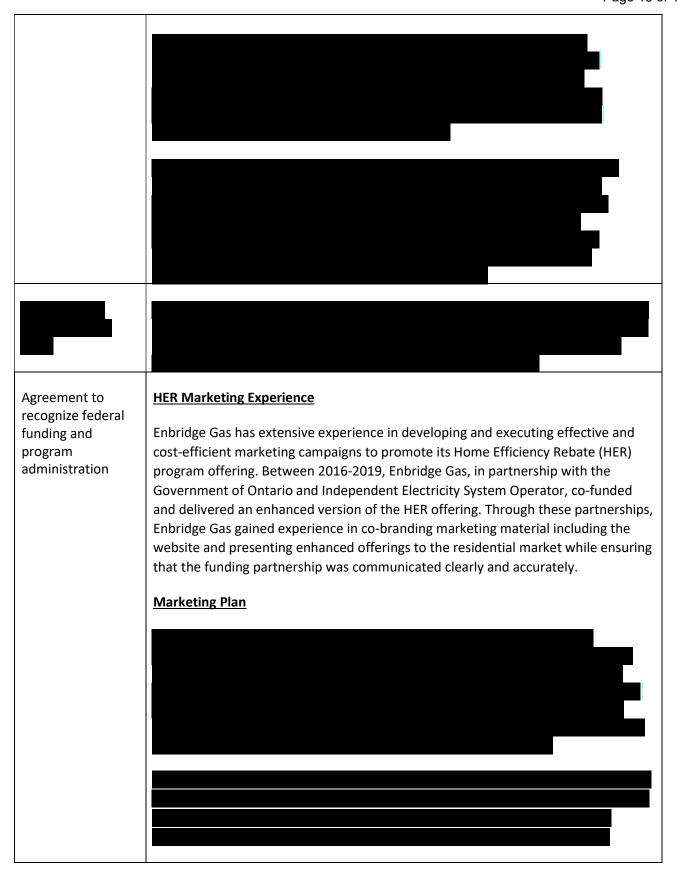


² Participants in the process of converting space heating to natural gas, such as in community expansion areas, natural gas main extensions or on-main conversions, will be modelled with natural gas space heating in the pre-retrofit energy assessment with associated attribution rules.

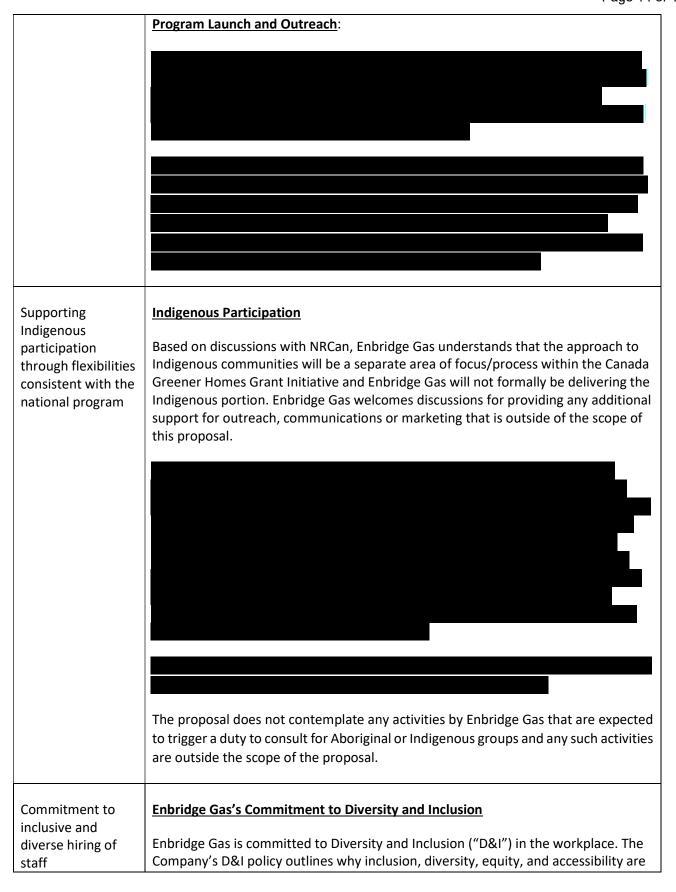
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valued at Enbridge Gas. We are passionate and dedicated to ensuring we take actions that improves the way we work together, support our communities, and deliver superior business outcomes.

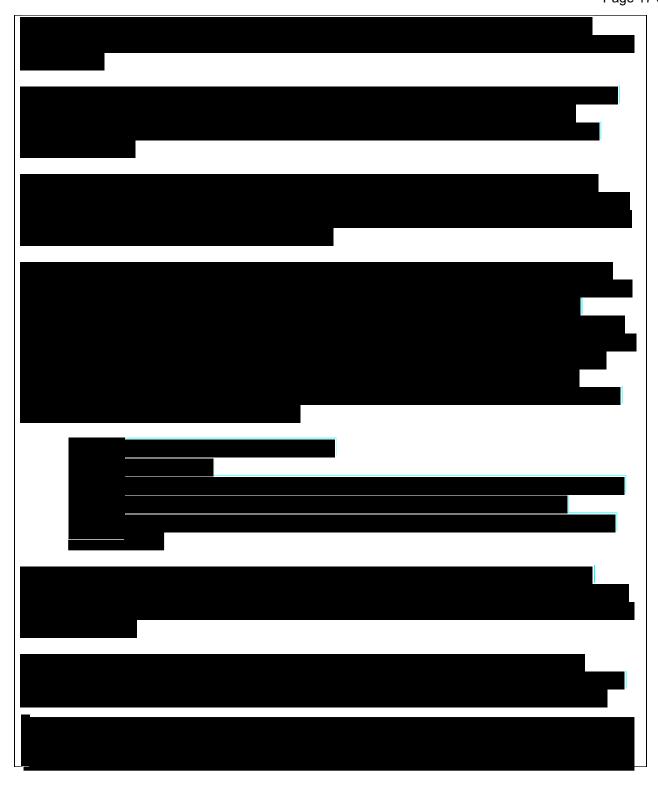
Enbridge Gas's D&I Policy in Action

- 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 actionoriented 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.

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Page 16 of 42 **Summary of Funding Request and Implementation Plan for Distribution of Funds** Part 2: Implementation plan for distribution of funds

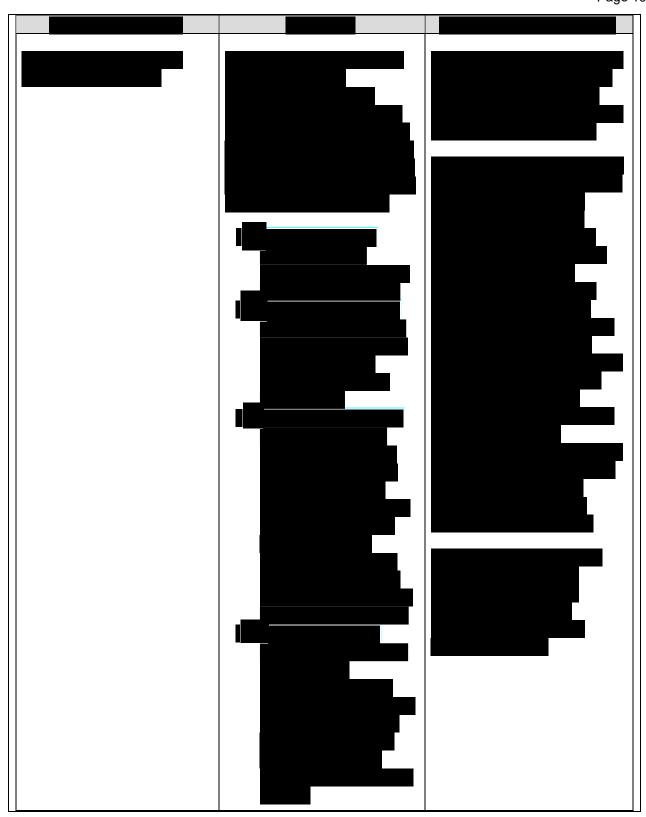


³ Participation may extend into the 2026-2027 fiscal period however for the purposes of this proposal the participation, and associated budget, has been forecasted to seek to ensure adequate budget in the 2023 – March 31, 2026 fiscal periods. Re-allocation of budget between fiscal periods would be assessed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

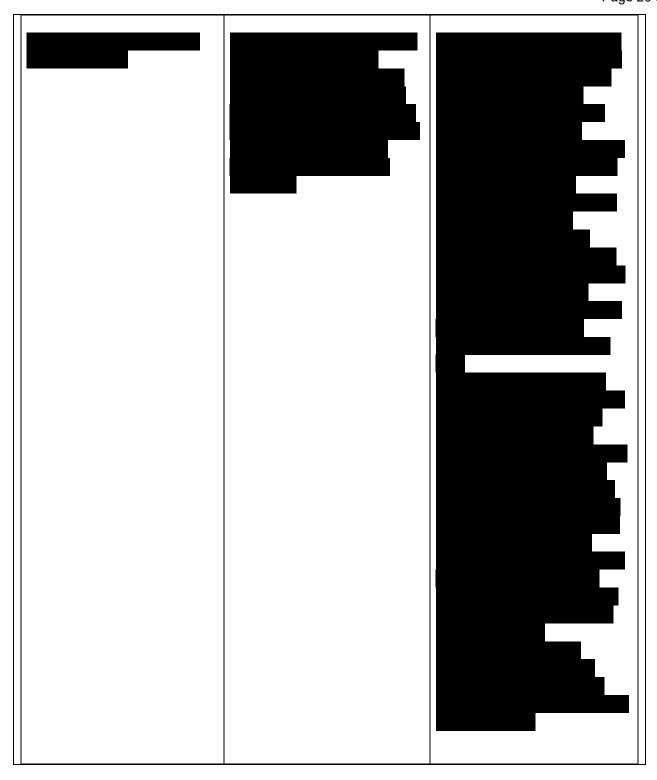
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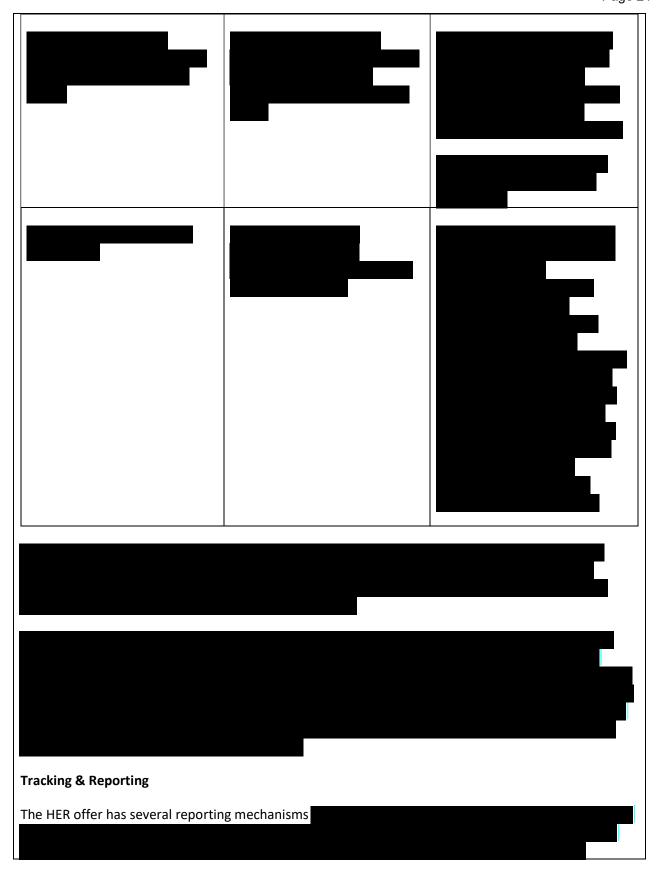
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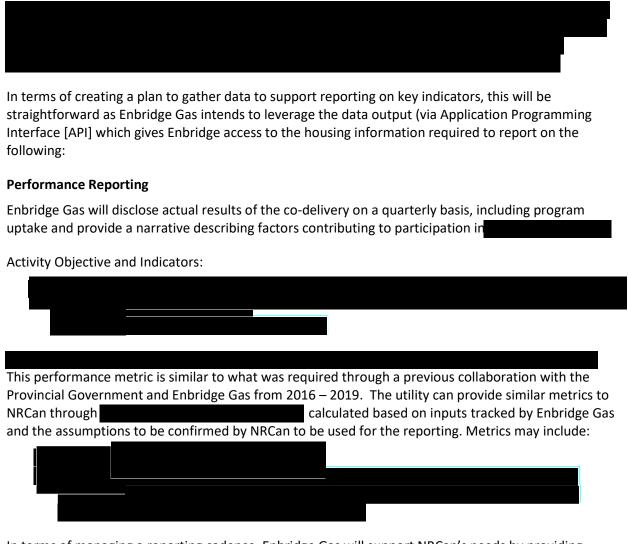
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In terms of managing a reporting cadence, Enbridge Gas will support NRCan's needs by providing quarterly information on the first business day of the second month following the quarter closing (i.e. April – June [Q1 Report], would be provided September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

1155						HOME				ASSESSIMENT	
File #	Origina Fuel Typ		ype Oro	ervice janizatio n	Street Na	ame (City F	ostal Cod	le D	Assess Date	E Assess Date
MEASURES AND UPGRADES											
	Insula	tion Upgrade	e	MEASC	INLS AND	OI OINADE	100	ther Upar	ades		
Attic /	Exterior	ASSESSMENT OF PERSONS	sement /	Crawl		Other		Name and Address of the Owner, when the Owner, which the Owner, whi	ace and		
			and the second second		Air Seali	Windo	ws / Thorn	Name and Address of the Owner, when the Owner,		Renewable	e Resiliency
Ceiling Insulation	Wall Insulation		undation	Spaces Insulation		Doo	ors		Water leating	Energy	Measures
modulon modulon modulon modulon modulon											
ANNUAL GROSS SAVINGS (from HOT2000)											
Energy	CHC		CHC			CHC		CII	_	-	CHC
Savings (G.	GHG	Energy	GHG	All and the second second	ergy	GHG	Energy	GH	Tolan in the	Energy	GHG
- Natural	'' Savings (t)	Savings (GJ	Savings	(t) - Savin	igs (GJ) Sa	avings (t) -	Savings (G	J) Saving	s (t) - S	Savings (GJ)	Savings (t) -
	Natural Gas	- Oil	Oil	- Pro	opane I	Propane	- Wood	Woo	od .	- Electricity	Electricity
Gas					CONTRACT CON	-					

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

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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						

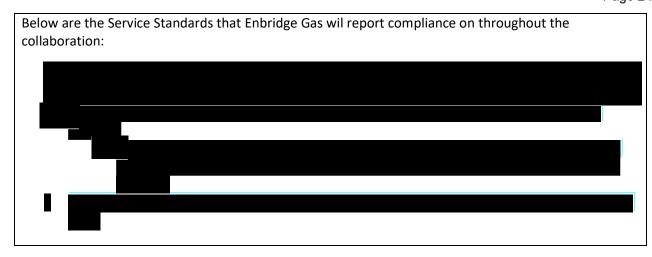
Part 3: Program delivery timelines and milestones as they relate to expected outputs and outcomes

Enbridge Gas anticipates
the as a whole home offering, and to use NRCan's HOT2000 software data outputs to

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.

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Business Plan

Technical Feasibility:



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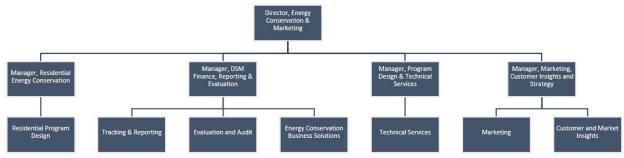


Roles and Responsibilities in the Delivery of Funding



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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 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

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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 are addressed effectively.



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Estimate of NRCan Funding Required for Eligible Retrofit Measures (\$)

	FY2022-23	FY2023-24	FY2024-25	FY2025-26	FY2026-27	
Eligible Expenditures	(Apr 1 to Mar 31)	Total				

Total Eligible Expenditures for the Proposal (\$)

	FY2022-23	FY2023-24	FY2024-25	FY2025-26	FY2026-27	Total
Eligible Expenditures for Co-Delivery Activities	(Apr 1 - Mar 31)					
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 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

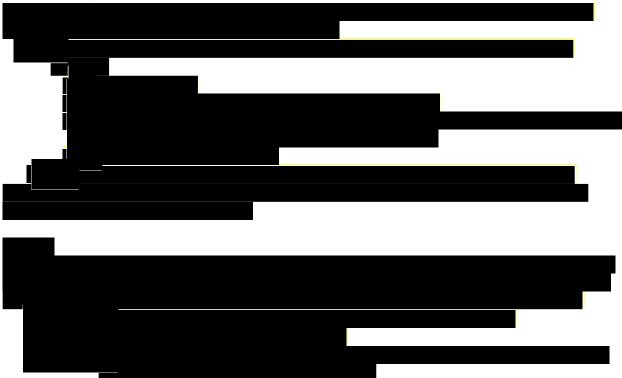
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- Enbridge Gas will populate the reporting templates with the completed quarter's activity
- Enbridge Gas will compare this to the funding received for the completed quarter (which was subject to the 10% holdback mentioned above)
- The net balance 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:



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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)						

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Appendix A:

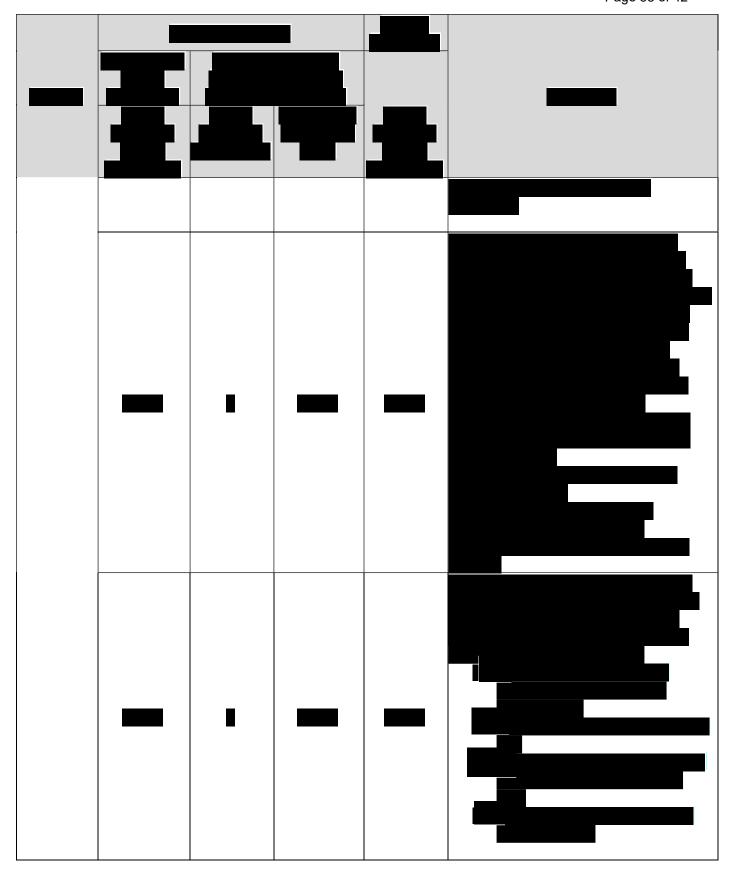
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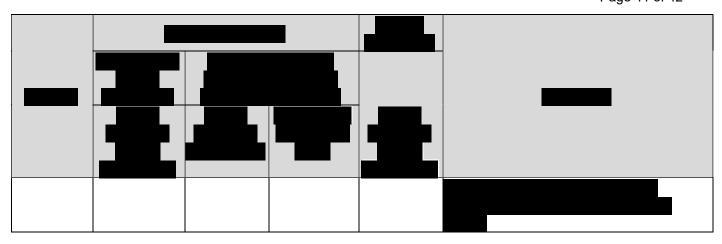
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Appendix B:

