



Haris Ginis
Technical Manager
Regulatory Applications
Regulatory Affairs

tel 416 495 5827
cell 416 319 8684
haris.ginis@enbridge.com
EGRegulatoryProceedings@enbridge.com

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

VIA EMAIL and RESS

August 14, 2025

Ritchie Murray
Acting Registrar
Ontario Energy Board
2300 Yonge Street, Suite 2700
Toronto, Ontario, M4P 1E4

Dear Ritchie Murray:

**Re: Enbridge Gas Inc. (“Enbridge Gas” or the “Company”)
Ontario Energy Board (“OEB”) File No. EB-2024-0198
2026 Demand Side Management (“DSM”) Plan Application (“Rollover
Application”)
Technical Conference Undertaking Responses - Update**

Further to the Technical Conference undertaking responses filed on August 8, 2025, enclosed please find the following updated undertaking response.

<u>Exhibit</u>	<u>Update Description</u>
JT1.7, p. 2	Subsequent to the filing of Enbridge Gas’s Technical Conference undertaking responses, the Consumers Council of Canada contacted the Company to seek clarification regarding the response at Exhibit JT1.7. As an outcome of that discussion, Enbridge Gas is filing an update to Exhibit JT1.7. The update consists of a new table (Table 3) added to the end of the response, which provides a further breakdown of the information presented in Table 2.

If you have any questions, please contact the undersigned.

Sincerely,

Haris Ginis
Technical Manager, Regulatory Applications

cc: Dennis O’Leary (Aird & Berlis LLP, Enbridge Gas Counsel)
Lawren Murray (OEB Counsel)
Michael Bell (OEB Staff)
Intervenors (EB-2024-0198)

ENBRIDGE GAS INC.

Answer to Undertaking from
Environmental Defence (ED)

Undertaking:

Tr: 24

Take a suggested discount rate of 0.5 and calculate the impact on the cost-effectiveness of the residential program.

Response:

It is important to note that the discount rate used by Enbridge Gas in all TRC-Plus calculations is prescribed in the OEB's DSM Framework (4%, real).¹ The requested 0.5% scenario is provided for illustrative purposes only.

The Residential Program 2025 forecast (and proxy 2026 forecast) TRC-Plus ratio (excluding the HER+ Offering) is 1.0 (with TRC-Plus net benefits of \$42,635) when using the requested real discount rate of 0.5%, while maintaining all other input assumptions as detailed in Exhibit D, Tab 1, Schedule 1, Attachment 1.

¹ EB-2021-0002, OEB DSM Framework (Schedule E of OEB Decision and Order), November 15, 2022, p. 33.

ENBRIDGE GAS INC.

Answer to Undertaking from
Environmental Defence (ED)

Undertaking:

Tr: 32

To provide the underlying calculations for how the 179 cubic metres of savings came up, including the coefficient of performance of the heat pump that would be used at those temperatures

Response:

Enbridge Gas interprets this undertaking as a request to:

- a) Provide the Excel spreadsheet tool used to calculate the electric cold climate air source heat pump ("ccASHP") savings figures provided in Exhibit D, Tab 1, Schedule 1, Attachment 1.
- b) Provide the memo from the consultant that developed the Excel spreadsheet tool that explains the tool.
- c) Confirm whether the baseline includes the furnace blower fan for both heat pump A and heat pump D.
- d) Confirm whether the Excel spreadsheet tool was used to generate the figures at Exhibit C, Tab 2, Schedule 2, Table 1.
- e) Identify the most northern temperature profile within the Excel spreadsheet tool and where it is located within the tool.

Enbridge Gas's responses are provided below:

- a) The electric ccASHP savings figures provided in Exhibit D, Tab 1, Schedule 1, Attachment 1 were calculated using the Heat Pump Analysis Tool ("HPAT"). Please note, in the collaboration between Enbridge Gas and the IESO, the IESO licensed its Effective Full Load Hours ("EFLH") to Enbridge Gas for use in the HPAT. Part of that license included the agreement on EnergyPlus modelling used to develop the EFLH, the 12 Ontario cities modelled and the associated the Canadian Weather Year for Energy Calculations ("CWEC") weather data for each city. In addition, IESO and Enbridge Gas agreed to use Northeast Energy Efficiency Partnership ("NEEP") dataset to develop average heat pump performance curves and minimum heat pump performance criteria. The performance curves and performance criteria were then used to estimate

switchover temperatures for deemed savings calculations. Please see Attachment 1 to this response for the HPAT Excel spreadsheet.

The savings figures for the “Home Renovation Savings (HRS) - Heat pump A” and “Home Renovation Savings (HRS) - Heat pump D” line items in the “Measure TRC+ Calculator” tab of Exhibit D, Tab 1, Schedule 1, Attachment 1 were calculated using the HPAT, based on an average of two scenarios for a 4A-sized and 4D-sized electric ccASHP in Toronto. One scenario assumed an existing 90% efficient natural gas furnace was retained; the second scenario assumed a new 95% efficient natural gas furnace was installed. The savings can be replicated using the HPAT (Attachment 1 to this response) by using the inputs provided in Table 1 below.

Please see the response to Exhibit JT1.3 for information regarding the coefficient of performance (“COP”) used in the calculations.

Table 1: HPAT Inputs Used for Heat Pump A and Heat Pump D Savings Calculations

Input Parameter	Sizing Option 4A		Sizing Option 4D	
Select City	Toronto	Toronto	Toronto	Toronto
Default Design Heating Load	37500 Btu/hr	37500 Btu/hr	37500 Btu/hr	37500 Btu/hr
Existing Water Heater Type	Standard Gas	Standard Gas	Standard Gas	Standard Gas
System Sizing	Option 4A: Emphasis on Cooling	Option 4A: Emphasis on Cooling	Option 4D: Sized on Design Heating Load	Option 4D: Sized on Design Heating Load
Proposed Type of System	ccASHP with existing Gas furnace	ccASHP with new Gas furnace	ccASHP with Elec back-up	ccASHP with Elec back-up
Integrated Controller - Automatic Switchover Temperature	No	No	Yes	Yes
HP Switchover Temperature (°F)	42.8	42.8	Automatic Switchover Temperature	Automatic Switchover Temperature
HP Switchover Temperature (°C)	6	6	Automatic Switchover Temperature	Automatic Switchover Temperature
Baseline Includes Air Conditioning?	Yes	Yes	Yes	Yes
Baseline Gas Heating Efficiency (Furnace AFUE)	0.90	0.95	0.90	0.95

Select HHV value for gas m3	0.037705591	0.037705591	0.037705591	0.037705591
Output Parameter	Sizing Option 4A		Sizing Option 4D	
Annual Natural Gas savings (m3/yr)	183.8	174.1	1763.8	1671.0
Annual Electricity impacts (kWh/yr)	-385.4	-517.0	-6684.9	-6684.9
Average Natural Gas savings (m3/yr)	179		1,717	
Average Electricity impacts (kWh/yr)	-451		-6,685	

For clarity, Enbridge Gas is solely responsible for selecting the HPAT inputs the Company is using in connection with the one-window program for natural gas participants. These inputs and associated outputs were not reviewed or validated by the IESO. Any broader use of the tool by either party beyond the one-window program, is also without the endorsement of the other party.

- b) Please see Attachment 2 to this response for the memo from the consultant (Resource Innovations) that developed the HPAT that explains the tool.
- c) Confirmed. The HPAT memo (Attachment 2 to this response) discusses the calculation of fan power on page 7. The HPAT (Attachment 1 to this response) calculates fan power as discussed in the memo. The fan power requirements also take into effect the different air volumes required for a furnace versus a heat pump because of the differences in discharge air temperatures. The calculated fan power can be found in the HPAT (Attachment 1 to this response) in the "Results Summary" tab (cell F32 for the base case; cells N23 to N25 and N27 to N29 for the air source heat pump upgrade cases).
- d) Confirmed.
- e) The town of Peawanuck is used for the most northern temperature profile in the HPAT and is representative of climate zone 8 from the National Building Code but is not served by Enbridge Gas. The most northern part of Enbridge Gas's distribution system is the community of Red Lake, which is in climate zone 7b from the National Building Code. This climate zone is approximated by the temperature profile associated with the community of Armstrong. The weather profiles are provided in the "Weather Data" tab of the HPAT (Attachment 1 to this response).

This page is intentionally left blank. The attachment has been provided in excel only. Please see Exhibit JT1.2_Attachment 1 on the OEB's RDS.

Heat Pump Analysis Tool

May 30, 2025

To: Octavian Ghiricociu, Cody Wood (Enbridge Gas Inc)
From: Jared Makay, Sina Salehi (Resource Innovations),
CC: David Forgione (IESO)
RE: Heat Pump Analysis Tool Configuration

1. Background

In 2023, Enbridge Gas commissioned the development of a memo and a spreadsheet tool for the purpose of examining the performance and operational costs of all-electric and hybrid air source heat pump systems for typical homes in various weather zones across Ontario at three peak winter design loads: 30,000 Btu/hr (2.5 tons), 48,000 Btu/hr (4 tons), and 60,000 Btu/hr. The weather zones considered were Windsor, Toronto, Ottawa and Thunder Bay.

Enbridge Gas engaged Resource Innovations to build on the work previously done in order to understand the lifetime costs of varying levels of whole home fuel switching from natural gas, other fuels (oil, propane), or electric resistance, to heat pumps for space conditioning and water heating, under a variety of operating conditions (i.e. heat pump cross over temperatures), representing a variety of different homes (i.e. different heat demands).

Enbridge Gas and the IESO have been directed to collaborate on a “one-window” approach for delivering energy efficiency measures within residential and income-eligible natural gas and electricity programs, launched in 2025. To support this initiative, both organizations engaged Resource Innovations to develop a comprehensive heat pump analysis tool. This tool standardizes assumptions for building energy modeling related to heat pumps.

This memo outlines the key assumptions and calculations supporting the Heat Pump Analysis Tool, developed collaboratively for Enbridge and the IESO. The tool evaluates the performance and operating costs of various heat pump systems, including air source heat pumps (ASHP), cold climate air source heat pumps (ccASHP), gas heat pumps, and heat pump water heaters (HPWH). Average efficiency values from the NEEP ASHP database inform the calculations in the tool. This tool is not intended to guide the sizing of residential heating systems. Instead, users can input the specifications of an existing heating system, with energy consumption and operational costs estimated using NRCan's ASHP Sizing and Selection Guide. Weather data from 12 Ontario cities is embedded to approximate hourly

climate conditions across the province. Additionally, users can input specific installation costs for ASHP or HPWH units to calculate the net present value (NPV) of the installation, based on an assumed 16-year system lifespan. It should be noted that energy system infrastructure upgrade costs are not accounted for and can be highly variable from case to case. This tool allows for a comparison of each configuration's efficiency and cost-effectiveness, tailored to unique regional and system-specific conditions.

2. Approach

The Heat Pump Analysis Tool calculates performance, costs, and savings relative to the baseline simultaneously for all system configurations on an hourly basis, using specific system sizing and input parameters. These inputs include but are not limited to:

- Weather zone
- Existing heating and cooling capacity
- NRCan system sizing option
- Proposed system configuration
- Existing water heating type
- Electricity rate type
- Natural gas location
- Capital costs
- Switchover temperatures
- Baseline heating efficiency

Weather data and heat load fraction

Using EnergyPlus, an advanced building energy simulation software, energy modeling was conducted that accurately captured heating and cooling load fraction for Ontario's residential HVAC technologies. Models integrated prototype residential buildings from the U.S. Department of Energy (DoE) with NRCan Canadian Weather Year for Energy Calculation (CWEC) 2020 data to achieve Ontario-specific calibration¹.

Prototype models following International Energy Conservation Code (IECC) 2015 standards were sourced, focusing on single-family residences with various heating (electric resistance, gas furnace, heat pump) type. The chosen archetype—heated basement—represents the most common building structure in Ontario. Climate-specific models were applied across

¹ https://collaboration.cmc.ec.gc.ca/cmc/climate/Engineer_Climate/CWEC_FMCCE/

NCB (National building Code) climate zones 5, 6, 7A, 7B, and 8, using CWEC weather data for 12 Ontario cities:

- 1. Toronto
- 2. Barrie
- 3. Hamilton
- 4. Ottawa
- 5. Peterborough
- 6. Thunder Bay
- 7. Timmins
- 8. Windsor
- 9. Armstrong
- 10. Peawanuck
- 11. Sudbury
- 12. London

Simulations were run for each city across electric resistance, natural gas furnace, and heat pump heating types, producing a total of 24 unique heat load fraction data sets. Each dataset offered an 8760-hour load breakdown, capturing hourly energy demands in Joules. Load fractions were computed for both heating and cooling by normalizing hourly maximum loads.

Cooling loads were strategically restricted to outdoor temperatures exceeding 18°C, effectively leveraging natural cooling mechanisms through heat exchange between indoor and outdoor environments. There is no need for mechanical cooling when outdoor conditions can naturally moderate indoor temperatures.

Three water heating types (electric heat pump water heater, electric resistance storage type, and natural gas storage type) were evaluated for interactive effects with space heating to deliver holistic energy profiles for Ontario homes. Separate load profiles were generated for space heating and cooling when electric heat pump water heater is installed.

System Characterization

A comprehensive list of available ASHPs were extracted from the Northeast Energy Efficiency Partnership (NEEP) dataset. Available ASHPs in the NEEP data characterize the ASHP systems into six distinct categories, first by disaggregating between ASHP and ccASHP using minimum requirements agreed on by the IESO and Enbridge:

Table 1. Minimum performance requirements for ASHP vs ccASHP in Canada

ASHP type	ccASHP	ASHP
Min (Heating Seasonal Performance Factor 2) HSPF2 Region V	6.6	6.6
Min (Seasonal Energy Efficiency Ratio) SEER2	15.2	15.2
Min Heating Rated Capacity at 8.3°C (47°F) BTU/HR	12,000	12,000
Min COP -15°C (5°F) at max capacity operation	1.8	N/A
Min Capacity maintenance (max -15°C (5°F))/Rated 8.3°C (47°F), %	70	N/A
Product Status	Live	Live
Variable capacity	Yes	Yes
Sold in	CA	CA

Three subcategories were then developed from the Air-Conditioning, Heating and Refrigeration Institute (AHRI) types:

- **Existing gas furnace:** This category is associated with the AHRI type HRCU-A-C (coil alone). It is for adding to an existing system. These can be cased (its own box for installing in-line with the furnace) or uncased (for inserting into an existing forced air furnace).
- **New gas furnace:** This category is associated with the AHRI type HRCU-A-CB (coil and blower). It is a heat pump fan coil unit with associated furnace model number.
- **Elec Back-up:** This category is associated with the AHRI type HRCU-A-CB and HRCU-A-CB-O. It is a heat pump fan coil unit with no associated furnace model number, indicating that the back-up heat is electric resistance.

The final output of this characterization is the six following heat pump categories:

1. ccASHP with existing gas furnace (90% Eff)
2. ccASHP with new gas furnace (95% Eff)
3. ccASHP with electric back-up
4. ASHP with existing gas furnace (90% Eff)
5. ASHP with new gas furnace (95% Eff)
6. ASHP with electric back-up

From the sorted data, for each of the six system configurations the following data points were extracted:

- Ratio of Max to Rated Heating Capacity at 47°F

- Ratio of Max to Rated Cooling Capacity at 95°F
- Average heating COP at Max Capacity @47
- Average heating COP at Rated Capacity @47
- Average cooling COP at Max Capacity @95°F
- Average cooling COP at Rated Capacity @95°F

In the tool, only the rated heating and cooling capacity is taken as an input. Max heating and cooling capacity are determined using the average ratio of max to rated for the heat pump category selected. Similarly, the COP at max and rated capacity is taken from the average for the heat pump category selected.

Heating performance curves were developed by comparing the ratios of rated and maximum capacities, as well as COP values, at 17°F, 5°F, and -5°F relative to those at 47°F. Using this data, a trend formula was derived from plotting these four data points, enabling the generation of a comprehensive set of ratios across every degree Fahrenheit between 60°F and -40°F. This performance curve was then applied to calculate the rated capacity, maximum capacity, rated COP, and maximum COP for each of the six system configurations across the full temperature range from 60°F to -40°F.

Cooling performance curve were developed by comparing the ratios of rated and maximum capacities, along with COP values, at 82°F relative to those at 95°F. Using this comparison, a linear trend formula was established, allowing for the generation of ratios at every degree Fahrenheit from 60°F to 95°F. This cooling performance curve was subsequently applied to calculate the rated capacity, maximum capacity, rated COP, and maximum COP for each of the six system configurations across the temperature range of 60°F to 95°F.

Using these heating and cooling performance curves, which are unique to each of the six system configurations, the rated and maximum heat pump capacity and COP were determined for each outdoor air temperature provided by the weather model.

Gas heat pump data provided by Enbridge, sourced from the manufacturer, was used to create a heating performance curve for each temperature value between -40°F and 60°F. For gas heat pump heating consumption, the heating load was divided by the COP to calculate the hourly heating consumption in BTU. This same COP was applied to estimate the domestic hot water heating load based on the BTU consumption for each hour in the model. If the combined gas consumption from the heating load and domestic hot water load at a given outdoor air temperature exceeds the capacity outlined in the heating performance table, the model flags the system as undersized, indicating that a gas heat pump would not be feasible in this scenario. It is assumed that no supplementary heating is available.

Calculation Methodology

ASHP Calculations Methodology

Each ASHP and gas heat pump configuration in the tool is benchmarked against a baseline system configured to meet the same total heating demand. This baseline setup can be customized to include optional air conditioning and a choice of water heater types, such as gas storage, electric storage, or heat pump water heater (HPWH). If no upgrade to water heater is selected, the baseline water heater type is retained in the upgrade scenarios. Additionally, the baseline furnace efficiency can be modified to reflect the user's actual conditions.

For the analysis, the heat and cooling load fractions for the chosen city are adjusted based on the presence of a HPWH system in both the base and upgrade scenarios. When located in conditioned spaces, HPWHs increase the heating load fraction by drawing heat from the conditioned space to heat the water, while they reduce the cooling load fraction by the same mechanism. Hourly heating demand is calculated by multiplying the design heating load (derived from the system sizing methodology) by the adjusted heat load fraction.

The control logic to offset gas furnace or electric resistance back-up heating varies based on back-up type and if there is an integrated controller present. An integrated controller is a thermostat that automatically switches to the back-up heating source when the heat pump cannot meet the heating demand. These are included in smart thermostats like the Ecobee and Nest thermostats. Without an integrated controller a switchover temperature must be set, and the system switches from heat pump to back-up when that outdoor temperature is met. The integrated controller is modeled here using heat pump capacity, but in reality the thermostats use an algorithm that looks at the length of time the heat pump has been running, and how much change there has been to the indoor air temperature to determine when to switch to auxiliary heating - because this relies on real world factors such as the heat-loss rate of the house it cannot be modeled generally.

In this calculator, for gas systems, if an integrated controller is present the ASHP or ccASHP operates whenever the heat pump's capacity equals or exceeds the heating demand (ie, the heat pump has a larger possible heat output in btu/h than is required to heat the house), as indicated by the heating curve data. Without an integrated controller, the system will switch to the back-up system below a user-defined switchover temperature, regardless of whether the heat pump has enough capacity. In both cases, the heat pump ceases operation below a specified lockout temperature. The term lockout temperature is the same as switchover temperature (ie it is the temperature that causes the heat pump to cease operation) but is used to specify that it is in place to prevent over-pressure damage to a dual fuel system or to override an integrated controller in an all electric system.

For electric resistance back-up systems, simultaneous operation with the heat pump is allowed when the heat pump capacity is below the heating demand but maintains a COP above one. If the capacity is insufficient and COP falls below one, 100% of the heating demand is met by the back-up system.

To calculate total energy consumption (kWh), peak demand (kW), total heat output (BTU), peak heating capacity (BTUh), costs, and CO₂ emissions (tCO₂e), the hourly consumption of the chosen water heating system is summed with the back-up heating and ASHP consumption. To convert to cubic meters (m³) of usage, BTUs are first converted to gigajoules (GJ) and then to cubic meters using the average HHV value provided in the Enbridge Gas document².

The baseline cooling kWhs are calculated using an assumption about the base case COP rather than SEER, as using SEER underestimated the cooling demand in hot weather, leading to a situation where the more efficient upgrade case system appeared to use more energy than the baseline. A COP of 2.72 was chosen based on survey of 91,218 existing homes provided by Enbridge. This also aligns with the code minimum EER of 9.305 from the 2014 Ontario Building Code – the last time EER was published as a minimum for residential furnaces. The COP of the baseline AC unit is adjusted for outdoor air temperature using the minimum of the COP adjustments from the upgrade case cooling curve at each temperature as a conservative assumption that the upgrade case ASHP will always be at least as efficient as the baseline.

Fan power is calculated based on the runtime of the furnace type—either ASHP or backup heat—and is then multiplied by the fan power (in kW) to obtain kWh. The fan power is estimated using an initial airflow rate of 400 CFM per ton, as per Trane’s rule of thumb³, and then an average Watts per CFM based on test procedure defaults from the US DOE⁴.

In addition to capacity and efficiency curves, a defrost performance curve is also used to account for negative performance impacts attributed to defrost mode during operation below 4°C. Because the outdoor fins of the heat pump get colder than ambient air temperature during heat pump heating operation, frost can build up, reducing heat transfer and degrading heat pump performance. To combat this, heat pumps will “waste” power to periodically heat the outdoor coil, decreasing their efficiency as outdoor air temperatures decrease.

² <https://www.enbridgegas.com/-/media/Extranet-Pages/about-us/learn-about-natural-gas/HHV-2023-Table.pdf>

³ <https://www.trane.com/residential/en/resources/glossary/cfm-meaning/>

⁴ https://buildingscience.com/sites/default/files/migrate/pdf/PA_Home%20Energy%20ECM%20Efficiency_rev.pdf.

Domestic Hot Water Calculations

To calculate the water heater consumption in the model, the Ontario Natural Gas Demand Side Management Technical Resource Manual V8⁵ was referenced to determine annual consumption. CWEC data was used to obtain groundwater temperatures for the specified cities within the scope. The calculated annual consumption was then distributed across an 8760-hour load profile, based on the hourly load profile derived from the energy modeling. Efficiency data for Heat Pump Domestic Hot Water Tanks (HPDHW) was sourced from the available Energy Star list of HPDHWs in Canada.

ASHP System Sizing and Design Heat Load

The design heat load sizing is based on NRCAN Option 3D - estimating the design loads from existing equipment capacities. The user of the excel tool may input the size of their existing equipment in order for the tool to estimate the design heating and cooling load for the building. Assumptions account for the fact that existing heating equipment is often oversized by 25-40% and that the cooling equipment is often oversized by 0-25%. In the excel file and web tool, the defaults are set to 140% for furnace oversize and 125% for cooling, but are user adjustable. Design heating load can be input directly, and in the webtool that is the only input.

Air source heat pump sizing is primarily based on the design load, and any of the four options as described by the NRCAN toolkit⁶, with the deviations described below. These sizes are, from smallest to largest:

Option 4A: Emphasis on Cooling - This option sizes the ASHP to 100% of the design cooling load. Choose this option when the client's interest is primarily on cooling.

Option 4B: Balanced Cooling and Heating - This option sizes the ASHP between 100-125% of the design cooling load. For installations where both cooling and heating are important.

Option 4C: Emphasis on Heating - This option sizes the ASHP based on an estimate of the heating load at -8.3 Celsius (17 Fahrenheit). This option is for sites where heating performance is important and where the ASHP is sized to provide a large portion of the heating required, with some assistance from either a new or an existing backup heating

⁵ <https://www.rds.oeb.ca/CMWebDrawer/Record/853639/File/document>

⁶ <https://natural-resources.canada.ca/maps-tools-and-publications/tools/modelling-tools/toolkit-for-air-source-heat-pump-sizing-and-selection/23558>

system during colder periods of the heating season. Depending on the climate zone, a ccASHP may be required.

Option 4D: Sized on Design Heating Load– This option sizes the ASHP based on the full design heating load. This option is for sites where the ASHP is the principal heating source. For most climate zones in Canada, a ccASHP will be required with Option 4D.

While working with the NRCAN heat pump sizing tool an issue was identified in how Option C: Emphasis on Heating calculated the heat pump size. For two buildings with the same design heating load, in colder regions a smaller heat pump was recommended than in warmer regions. Using the 4C sizing formula, the colder the design temperature of the region, the smaller a heat pump will be recommended.

4C heat pump sizing algorithm:

Option 4C Target Heating Capacity

For Option 4C the Target Heating Capacity is:

Target Heating Capacity = Heating Load of the House or Target Zone at 17°F (-8.3°C)

The following equation can be used to calculate the target heating capacity at 17°F based on the design heating load and design temperature for the specific application under consideration.

Target Heating Capacity at 17°F = Design Heating Load x (60 - 17) / (60 - Design Temperature), or simplifying

Target Heating Capacity at 17°F = Design Heating Load x 43 / (60 - Design Temperature) (Equation 4)

Where: Design heating load is heating requirement of the house or target area at the design temperature.

Design temperature is the outdoor temperature (°F) specified for the location for design heating calculations.

The issue that this presents is two-fold: When the NRCAN tool suggests installing a smaller heat pump in Option C for these areas it would require the system to switch to the backup heat at significantly higher temperatures. In regions like Thunder Bay, this approach would not provide the intended benefits, as the smaller heat pump would be unable to meet the heating demands, leading to a reliance on backup heating. Additionally it leads to a situation where the size of the 4B option “Balanced Cooling and Heating” is larger than the 4C option. Having the option titled “Emphasis on Heating” be the smaller option will lead to customer confusion.

While it may be true that a house designed for a colder climate will lose less heat at 17°F, that design temperature for option 4C does not take the varied climate in different Canadian locations into account. Based on a review of Resource Innovation’s energy modeling and heat load calculations, only 9% of the total heat load in Toronto is for temperatures below 17°F, whereas this value increases to 40% in Ottawa and 50% in Thunder Bay. This highlights that setting a static temperature threshold of 17°F to

recommend Option C does not adequately prioritize heating needs in colder regions. While the tool may work for Southern Ontario, it clearly falls short for Northern Ontario.

To address this gap, in agreement with Enbridge, we have implemented instead a simplified approach using **75% of the design heating load for Option C**. The approach ends up being approximately the same as the NRCan approach for the 5A climate regions, with much more sensible outcomes for the northern climate regions, and retains the outcome where each size 4A through 4D is larger than the one before it.

Utility Costs, Emissions Factors and NPV

Fixed and variable rates for gas and electricity were obtained from the Ontario Energy Board website and individual Local Distribution Company (LDC) websites for the cities modeled in the tool. The electricity rate classes include Time of Use (TOU), Ultra-Low Overnight (ULO), and Tiered rates. TOU rates are higher during peak electricity demand periods and lower during off-peak and overnight hours. ULO rates offer extremely low prices overnight, but peak period rates are significantly higher than standard TOU rates. Tiered rates apply a single rate to the first 600 or 1,000 kWh (depending on the season), with a higher rate for any additional kWh consumed within the month. In the financial assessment the Ontario Energy Rebate is included.

In order to calculate the net present value of an upgrade to an air source heat pump or heat pump water heater utility costs are projected into the future. The carbon charge in cents per meter cubed for gas is set to 0 as of April 1 2025⁷. The commodity portion of the utility costs inflate by a user-selectable percentage which can be adjusted separately between gas and electricity.

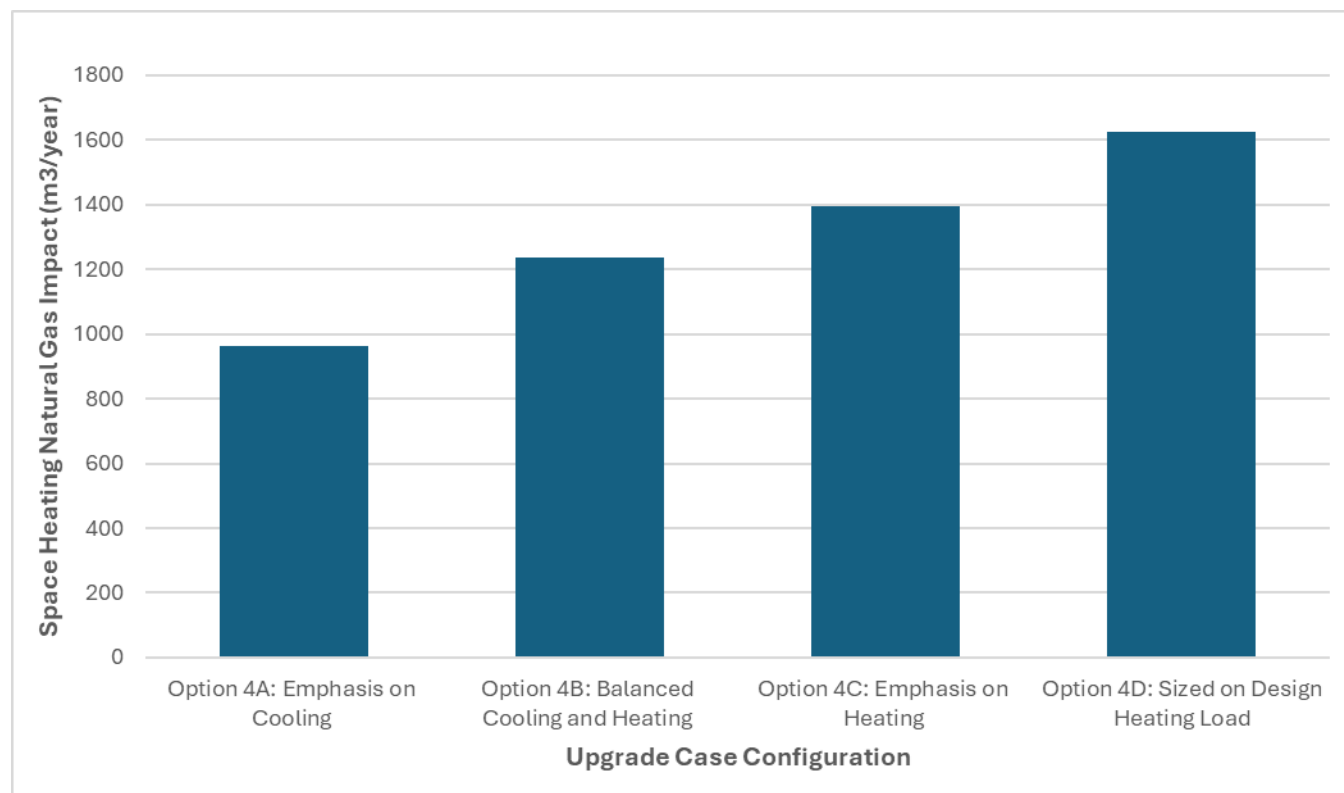
3. Conclusions

The heat pump analysis tool is a comprehensive, customizable energy model designed to evaluate a wide range of system sizes and configurations. These configurations include upgrades to the domestic hot water system, additions of a heat pump to an existing furnace, replacement of the furnace and addition of a heat pump, and replacement of a gas furnace with electric resistance furnace and addition of a heat pump, as well as the integration of gas heat pumps—a technology that is still in the early stages of adoption in the Canadian market.

⁷ <https://www.enbridgegas.com/ontario/my-account/rates/federal-carbon-charge>

Using London as an example for Ontario wide heating a variety of comparisons can be made. The base case in all analyses is a standard natural gas furnace with an efficiency of 95% in order to disaggregate furnace efficiency savings to a new gas furnace also at 95% efficiency. The base case system has an air conditioner. The upgrade case does not change the water heating fuel including in option 4D in order to focus solely on space heating impacts. The control strategy is an integrated controller with automatic switchover temperature. In Figure 1, space heating natural gas savings are compared across upgrade case heat pump sizings (4D is full electrification of space heating).

Figure 1 - Space heating natural gas impact



The next graph shows total electricity savings for each upgrade case configuration. These savings include increased electricity usage that displaces natural gas for space heating, and a reduction in electricity use due to more efficient cooling (4D is full electrification of space heating).

Figure 2 - Electricity impact

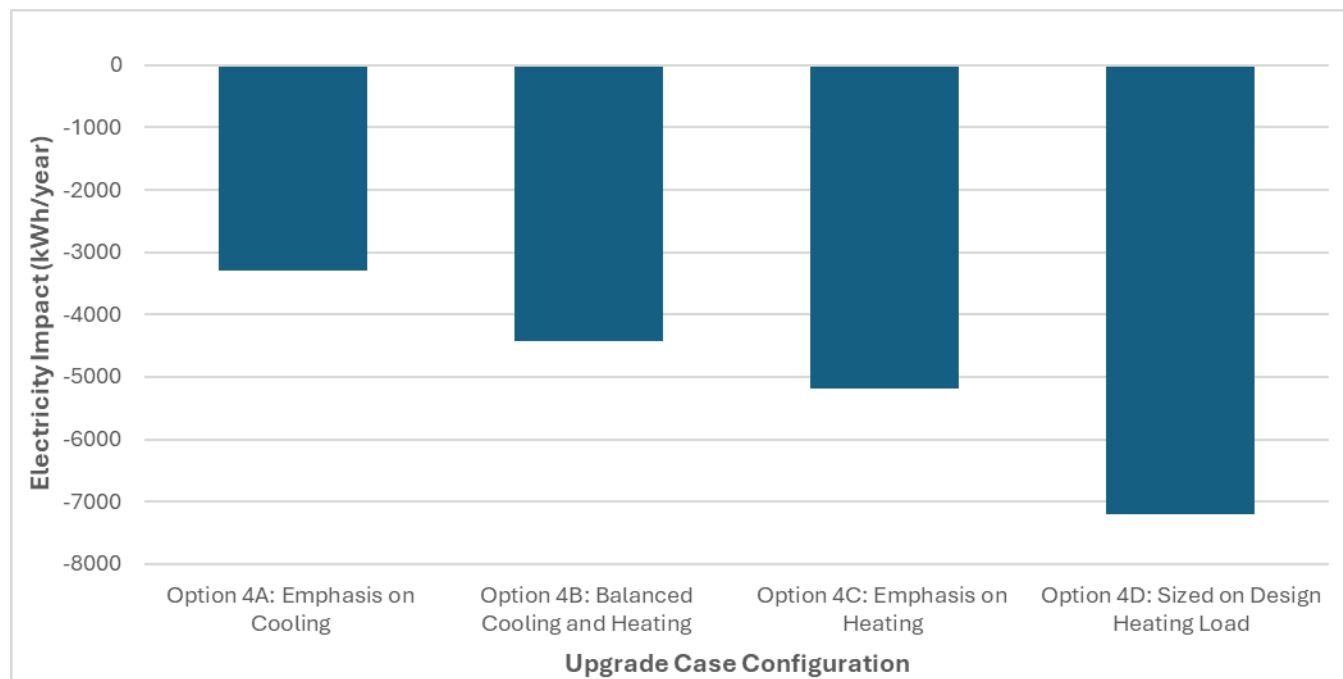
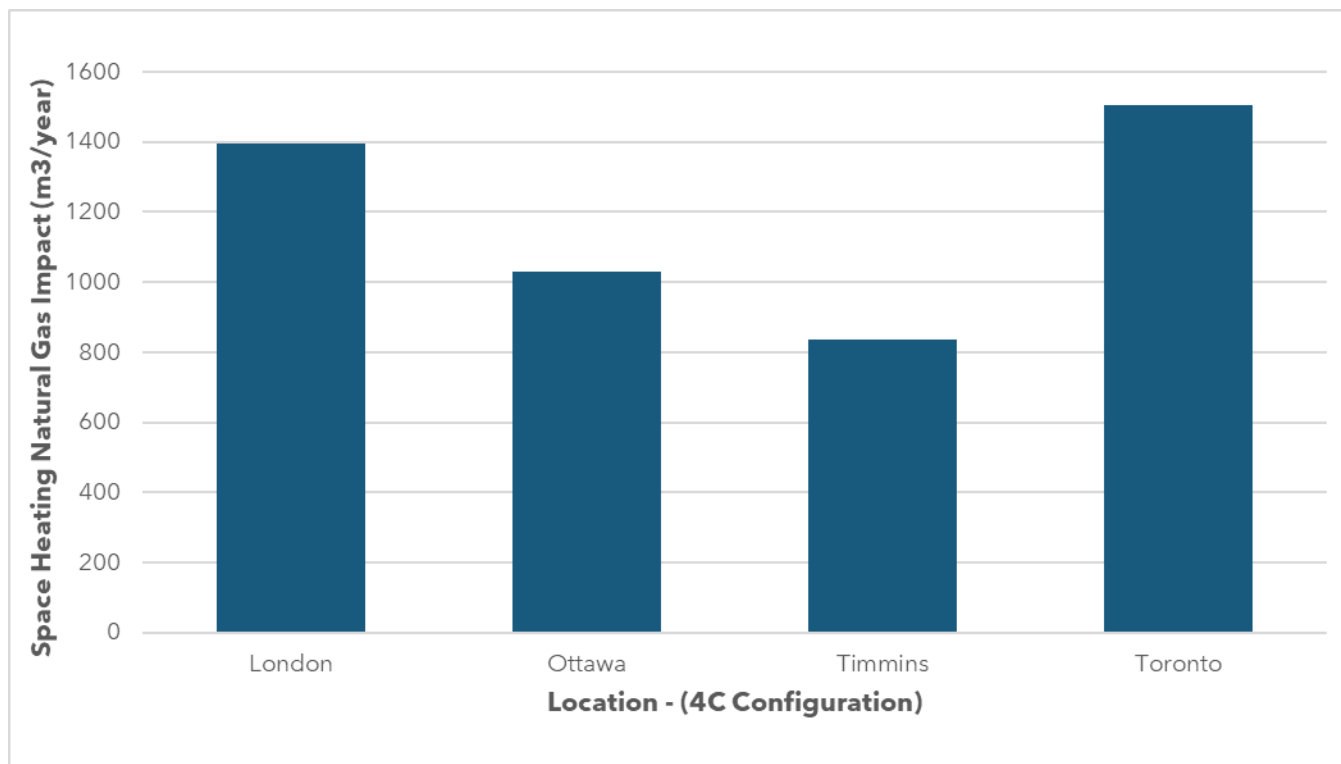


Figure 3 shows a comparison of natural gas savings for comparable systems across modeled locations. Gas savings are a function of average home size (which influences how much fuel is consumed per heating hour) and the temperature variation. Comparing Timmins and London for example: Using the Enbridge-provided normalized natural gas consumption, Timmins has a default design heating load that is only 70% of the load in London. One might expect the heating design load of Timmins to be larger, but London likely has larger houses on average and Timmins likely has better insulated houses. In terms of gas savings, even with the lower design heating load, houses in Timmins use more natural gas than houses in London. We might expect Timmins to have more natural gas savings, but much colder weather means that even in the 4C scenario, much less of the heating hours are able to be met by the ccASHP. These factors together lead to more savings in London than in Timmins for the default configurations.

Figure 3 - Natural gas impact by location - Option 4C



Conversely the final graph compares electricity impacts in a scenario where space heating is fully electrified, and shows that there is a clear correlation between the outdoor air temperature and increased electricity consumption.

Figure 4 - Electricity impact by location - Option 4D

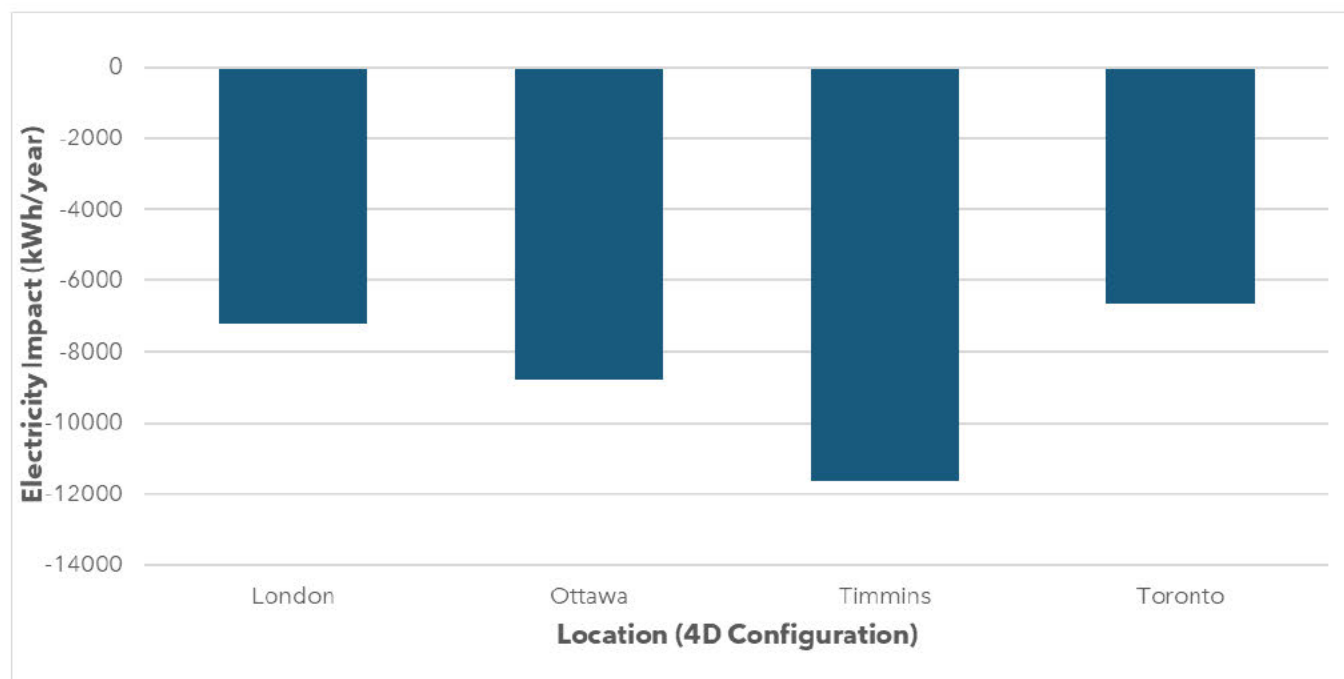


Table 2 shows the first year annual cost savings in London for each system sizing option and proposed system type. Brackets indicate increased costs. All system size and type combinations for London lead to increased costs except for full electrification where the gas service is disconnected and fixed gas costs are saved.

Table 2 - First year annual cost savings for London - all system sizes and types

System Sizing	Proposed System Type	First Year Annual Cost Impact (Gas DWH and gas service retained)	First Year Annual Cost Impact (Heat Pump DWH and gas service disconnected)
Option 4A: Emphasis on Cooling	ccASHP with existing Gas furnace (90% Eff)	(73.15)	
Option 4A: Emphasis on Cooling	ccASHP with new Gas furnace (95% Eff)	(46.71)	
Option 4A: Emphasis on Cooling	ccASHP with Elec back-up	(383.50)	
Option 4A: Emphasis on Cooling	ASHP with existing Gas furnace (90% Eff)	(51.50)	

Option 4A: Emphasis on Cooling	ASHP with new Gas furnace (95% Eff)	(43.51)	
Option 4A: Emphasis on Cooling	ASHP with Elec back-up	(511.07)	
Option 4B: Balanced Cooling and Heating	ccASHP with existing Gas furnace (90% Eff)	(120.37)	
Option 4B: Balanced Cooling and Heating	ccASHP with new Gas furnace (95% Eff)	(82.92)	
Option 4B: Balanced Cooling and Heating	ccASHP with Elec back-up	(291.84)	
Option 4B: Balanced Cooling and Heating	ASHP with existing Gas furnace (90% Eff)	(92.02)	
Option 4B: Balanced Cooling and Heating	ASHP with new Gas furnace (95% Eff)	(74.89)	
Option 4B: Balanced Cooling and Heating	ASHP with Elec back-up	(385.04)	
Option 4C: Emphasis on Heating	ccASHP with existing Gas furnace (90% Eff)	(167.13)	
Option 4C: Emphasis on Heating	ccASHP with new Gas furnace (95% Eff)	(117.62)	
Option 4C: Emphasis on Heating	ccASHP with Elec back-up	(258.55)	
Option 4C: Emphasis on Heating	ASHP with existing Gas furnace (90% Eff)	(126.21)	
Option 4C: Emphasis on Heating	ASHP with new Gas furnace (95% Eff)	(104.08)	
Option 4C: Emphasis on Heating	ASHP with Elec back-up	(326.32)	
Option 4D: Sized on Design Heating Load	ccASHP with Elec back-up	(255.32)	79.60
Option 4D: Sized on Design Heating Load	ASHP with Elec back-up	(291.83)	43.09

ENBRIDGE GAS INC.

Answer to Undertaking from
Environmental Defence (ED)

Undertaking:

Tr: 35

To calculate the implied seasonal coefficient of performance for heat pump A and heat pump D as reflected in the model described.

Response:

The Heat Pump Analysis Tool (“HPAT”)¹ outputs an average hourly coefficient of performance (“COP”) for a selected scenario. Please see Table 1 for the average electric heat pump heating COPs for the two electric heat pump scenarios presented for sizing options A and D for Toronto.

Table 1: HPAT Heating COPs for Sizing Option A and D for Toronto

Electric Heat Pump Sizing Option	Average Hourly COP of Electric Heat Pump
A	3.2
D	3.2

An overall implied seasonal COP can be calculated by using the HPAT to determine the heating output provided and the electrical requirements of the electric heat pump in each scenario. Please see Table 2 for the calculated values. The difference compared to the hourly COP is negligible for sizing option A. The seasonal COP for sizing option D is decreased, which is caused by the lower COPs at lower outdoor air temperatures where the heating demand is concentrated.

Table 2: Calculated Seasonal COP for Sizing Option A and D for Toronto

Electric Heat Pump Sizing Option	Electric Heat Pump electrical input (kWh)	Electric Heat Pump heat output (kWh)	Seasonal COP
A	548	1,732	3.2
D	6,176	18,416	3.0

¹ The HPAT is provided and discussed at the response to Exhibit JT1.2.

ENBRIDGE GAS INC.

Answer to Undertaking from
Environmental Defence (ED)

Undertaking:

Tr: 36

To provide the spreadsheet with the values that Enbridge inputted.

Response:

Enbridge Gas interprets this undertaking as a request to provide the electricity capacity summer and winter peak impact (peak kW) calculations used to develop the electric cold climate air source heat pump (“ccASHP”) assumptions for the Residential Single Measure program offering in Exhibit D, Tab 1, Schedule 1, Attachment 1, “Measure TRC+ Calculator” tab.

Please see Attachment 1 to this response. The approach for quantifying the electricity capacity summer and winter peak impacts from the installation of an electric ccASHP uses the approach described in the “IESO-CDM-CE-Tool-V9-7-January-28-2025” tool,¹ modified by Enbridge Gas to account for increased electricity use in the summer and/or winter.²

The spreadsheet calculation process flow used in Attachment 1 to this response is as follows:

- For each scenario code, “Input Parameters” (rows 5 to 14 of the “Inputs Outputs Summary” tab) were entered into the Heat Pump Analysis Tool (“HPAT”),³ generating an 8760 hour electric impacts (kWh) profile (shown starting at row 25 of the “Inputs Outputs Summary” tab).
- The 8760 hour electric impacts profiles flow to the “Peak Calcs” tab to undergo algorithms to output kW peak impacts (summer and winter) for each scenario code (row 2 of the “Peak Calcs” tab).

¹ “IESO-CDM-CE-Tool-V9-7-January-28-2025” tool, accessed May 1, 2025:
<https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwww.ieso.ca%2F-%2Fmedia%2FFiles%2FIESO%2FDocument-Library%2FEMV%2FIESO-CDM-CE-Tool-V9-7-January-28-2025.xlsb&wdOrigin=BROWSELINK>

² Enbridge Gas’s understanding of the IESO’s procedure is that winter peak impacts are calculated for informational purposes only but are not used in cost-effectiveness calculations as per the IESO V.9 CE Tool and Cost-Effectiveness Methodology.

³ The HPAT is provided and discussed at the response to Exhibit JT1.2.

- The kW peak impacts (kW) flow to the “Output Parameters” section of the “Inputs Outputs Summary” tab (rows 18 and 19), showing the “Average Winter Peak Electric Impacts (kW)” and “Average Summer Peak Electric Impacts (kW)” for each sizing option used in Exhibit D, Tab 1, Schedule 1, Attachment 1.

This page is intentionally left blank. The attachment has been provided in excel only. Please see Exhibit JT1.4_Attachment 1 on the OEB's RDS.

ENBRIDGE GAS INC.

Answer to Undertaking from
Environmental Defence (ED)

Undertaking:

Tr: 39

To file the prescriptive subdocs in this proceeding along with any updates to cost-effectiveness calculator when prepared and provide the study on heat pump costs (Under Advisement) (Amended on Page 44).

Response:

The request seeks to have Enbridge Gas file information that is not available and is not expected to be available until after all parties file their respective final submissions for this Application.¹ As a result, the information will not inform final submissions and therefore will not provide value to the OEB with respect to their Decision for this Application.

Additionally, notwithstanding the timeline concerns noted above, once the information becomes available Enbridge Gas will submit it to the OEB's Evaluation Advisory Committee ("EAC") for review/finalization.² This is the established process and is the appropriate forum for the review/finalization of this type of information, and ensures consistency and proper evaluation of the information. As part of the established process, the substantiation document (once finalized and approved by the EAC) will form part of the next version of the Technical Reference Manual ("TRM"). The TRM is an OEB document and each version is made public on the OEB's website once finalized. It would not be appropriate or efficient for parties to this Application to review information that has not yet been subject to the OEB's established review/finalization process.

Accordingly, Enbridge Gas respectfully declines to provide the requested information for this Application.

¹ See Technical Conference Transcript Vol. 1, p. 38 where C. Fernandes states that the information is not available and is not expected to be available until at least the end of August 2025. As per the OEB's Procedural Order No. 5, OEB staff and intervenor final submissions are due by August 18, 2025, and Enbridge Gas's reply argument is due by August 29, 2025.

² See Technical Conference Transcript Vol. 1, pp. 47-50 where C. Fernandes states that the information will be submitted to the OEB's EAC for review and finalization.

ENBRIDGE GAS INC.

Answer to Undertaking from
School Energy Coalition (SEC)

Undertaking:

Tr: 80

To provide the agreement between Enbridge and IESO.

Response:

Please see Attachment 1 to this response for the Collaboration and Cooperation Agreement between Enbridge Gas and the Independent Electricity System Operator (“IESO”) for the Home Renovation Savings (“HRS”) Program.

Please note that Enbridge Gas is seeking confidential treatment of redacted content in Attachment 1.

When preparing the response to this undertaking, Enbridge Gas identified an error in the ordering of certain pages in Attachment 1. To assist parties in reviewing Attachment 1, please see the following information:

- Appendix A to Schedule A (cover page is at page 84) can be found at page 90.
- Appendix B to Schedule A (cover page is at page 85) can be found at pages 87 to 89.
- Appendix C to Schedule A (cover page is at page 86) can be found at page 98.

COLLABORATION AND COOPERATION AGREEMENT

between

ENBRIDGE GAS INC.

- and -

INDEPENDENT ELECTRICITY SYSTEM OPERATOR

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COLLABORATION AND COOPERATION AGREEMENT

This Collaboration and Cooperation Agreement (the “**Agreement**”) is signed as of July 7, 2025 (the “**Signing Date**”) and is effective as of October 4, 2024 (the “**Effective Date**”) by and between **Enbridge Gas Inc. (“Enbridge”)** and Independent Electricity System Operator (the “**IESO**”). Enbridge and the IESO are each referred to herein as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- A. On October 4, 2024, a proposal regarding a new Electricity Energy Efficiency Framework was posted to the Environmental Registry of Ontario (ERO) by the Ministry of Energy and Electrification which includes energy efficiency programming available to all customer segments such as residential, commercial, institutional (including municipalities), industrial and agricultural as well as dedicated programs for income-qualified households and on-reserve First Nations communities.
- B. On October 4, 2024, the Minister sent a letter to the IESO expressing the Minister’s expectation that the IESO will begin preparing for the proposed next framework, including engaging with program delivery agents, vendors and others, to ensure a smooth transition of current programs beyond December 31, 2024 and the anticipated launch of new programs in January 2025, while final government approval was pending.
- C. On November 7, 2024, the Minister issued a directive to the IESO pursuant to subsection 25.32 of the Electricity Act to deliver certain electricity conservation and demand management (eDSM) measures as part of a 12-year eDSM framework, including residential programming that is complementary and integrated with Enbridge’s residential natural gas demand-side management program offerings (the “**Ministerial Directive**”).
- D. On December 19, 2024, the Minister amended the Ministerial Directive by, among other things, directing the IESO to consider electricity demand side management to be inclusive of measures aimed at promoting electrification or using electricity to reduce overall emissions in Ontario.
- E. The OEB in EB-2021-0002 approved Enbridge’s 2023-2025 DSM Plan on November 15, 2022, and has also been directed by the Minister of Energy and Electrification on November 29, 2023 (the “**Letter of Direction**”) to work with the IESO on ensuring Ontarians can access both gas and electric DSM/energy efficiency programming through a simple, integrated one-window participant journey.
- F. The IESO and Enbridge are entering into this Agreement in order to develop, offer and deliver a fully integrated residential energy conservation approach that will provide a few program streams for eligible participants.

NOW THEREFORE, in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In addition to the terms defined elsewhere herein, the following capitalized terms shall have the meanings stated below when used in this Agreement:

“affiliate” has the meaning attributed thereto in the *Business Corporations Act* (Ontario).

“Applicable Laws” means:

- (i) applicable Canadian federal, provincial, municipal or local laws, constitutions, treaties, ordinances, orders-in-council, by-laws, codes, rules, policies, regulations and statutes;
- (ii) applicable orders, decisions, judgments, injunctions, decrees, awards and writs of any court, tribunal, arbitrator, Governmental Authority or other Person having jurisdiction;
- (iii) applicable rulings and conditions of any licence, permit, certificate, registration, authorization, consent and approval issued by a Governmental Authority; and
- (iv) any requirements under or prescribed by applicable common law.

“Applicable Privacy Laws” means any Applicable Laws governing the collection, storage, use and disclosure of Personal Information including where applicable to a Party, including FIPPA, and PIPEDA.

“Brand Rules” means the style guide for the Home Renovation Savings Program attached as Schedule F to this Agreement.

“Business Day” means a calendar day, other than a Saturday or Sunday or statutory holiday in the Province of Ontario.

“Call Centre” means the call centre that the IESO will make available to Participants or prospective Participants to respond to inquiries in respect of the Home Renovation Savings Program or one or more Program Streams.

“Commercially Reasonable Efforts” means efforts which are designed to enable a Party, directly or indirectly, to satisfy a condition to, or otherwise assist in the

consummation of, the transactions contemplated by this Agreement and which (i) are of a standard that a reasonable Person under similar circumstances would use to cause such action or desired result within the time contemplated by this Agreement and (ii) do not require the performing Party to expend any funds or assume obligations or liabilities, other than expenditures, obligations and liabilities which are customary and reasonable in nature and amount in the context of the transactions contemplated by this Agreement.

“Compliance Supplier” means any independent third-party suppliers contracted by, as applicable, the IESO or Enbridge to conduct compliance audit activities to assess the other Party’s fulfillment of contractual obligations under this Agreement and each Program Stream Attachment and to determine the other Party’s compliance with enforcing the applicable Program Requirements.

“Confidential Information” means all information (excluding Home Renovation Savings Program Information), whether written, electronic, oral or otherwise, provided to a Party or its Representatives by the other Party or its Representatives regarding, in connection with or relating to (i) the terms of this Agreement, (ii) the subject matter of this Agreement, including the negotiation thereof, (iii) the Disclosing Party or the Disclosing Party’s Representatives, including their respective business, affairs, financial position, assets, technology, hardware, software, operations, products, activities or proposed products or activities and prospects including any technical, commercial, legal, financial, strategic, tactical, regulatory or governmental information and any information relating to existing partners, reports, contracts, business plans, projections, forecasts or data, know-how, processes, plans, intentions, operations, market opportunities, studies, trade secrets and all other documents, and including any analyses, compilations, summaries, notes, documents or other reproductions prepared by the Receiving Party or its Representatives with reference to any of the foregoing. Such information constitutes Confidential Information whether disclosed before or after the date hereof irrespective of whether it is labelled or otherwise identified as “confidential”. Confidential Information does not include, however, information that the Receiving Party is able to demonstrate to the Disclosing Party’s satisfaction, acting reasonably,

- (a) was or becomes generally known to the public other than by a breach of the Receiving Party or any of its Representatives of this Agreement;
- (b) as shown by written record, was specifically known by the Receiving Party prior to disclosure by the Disclosing Party and was not subject to any confidentiality obligation to the Disclosing Party or any affiliate thereof;
- (c) as shown by written record, was independently developed by the Receiving Party without use of or reference to the Confidential Information; or

- (d) was or becomes known to the Receiving Party on a non-confidential basis from a third party other than the Disclosing Party, so long as such source was not subject to any confidentiality obligation.

“Conservation or Demand-side Management Programs” means programs designed to reduce or manage the consumption of energy through the payment of incentives or through the provision of reports or other information, including any such programs that the IESO is directed or authorized to provide by the Minister and any such programs Enbridge is directed or authorized to provide as part of an approved OEB Natural Gas DSM Framework.

“Content” means works, documentation, text, audio, video, trademarks, trade names, logos, domain names or other distinguishing features, graphics, advertisements, marketing materials, graphical user interface elements and designs, photography and other works, in any form or medium.

“Contractor” means a Person that provides assessment, implementation or other services or assistance to a Participant or potential Participant in connection with the Participant’s or potential Participant’s participation in the Home Renovation Savings Program.

“CRM” means Customer Relationship Management.

“Cross-subsidy” means one Party paying, or being responsible for, a greater share of costs and expenses, than can be reasonably attributable to such Party, taking into account, among other factors, (i) rates of participation in the Home Renovation Savings Program by natural gas customers of Enbridge and consumers of other home energy sources within the legislative mandate of the IESO, (ii) energy savings benefits received by one Party through co-payment of incentives in a Program Stream administered by the other Party, (iii) fees paid or payable to Service Providers, and (iv) salary or other payroll compensation or benefits in respect of either Party’s employees, when pre-approved by the Joint Management and Operational Committee, in relation to the administering and delivery of mutually agreed upon elements of the Home Renovation Savings Program on behalf of both Parties.

“Disclosing Party” means a Party when it discloses Confidential Information to the other Party.

“Dollars”, or “\$” means Canadian dollars.

“Effective Date” means the effective date set out in the first paragraph of this Agreement.

“Electricity Act” means the *Electricity Act, 1998* (Ontario), as amended or replaced from time to time.

“Electricity Savings” means a reduction of electricity consumption (in kilowatt hours (kWh)) or Peak Demand (in kilowatts (kW)) attributable to the installation of an Eligible Measure, calculated in accordance with the deemed unit savings determined by the IESO, including in accordance with the applicable IESO measure substantiation sheet.

“Eligible Measure” means any of the measures or activities listed in the relevant Program Stream Requirements as eligible for installation or implementation under the Home Renovation Savings Program.

“EM&V Protocols” means the guide for a robust evaluation, including the identification of the practices required to evaluate, measure and verify Electricity Savings and Natural Gas Savings associated with activities in Ontario. The IESO’s protocols are available on its website at: <https://www.ieso.ca/en/Sector-Participants/Energy-Efficiency/Evaluation-Measurement-and-Verification>.

“Enbridge Coming Soon Webpage” means a webpage announcing the Home Renovation Savings Program at which members of the public may sign-up to receive related email notifications.

“Enbridge Content” means all Content designed, developed or created by or on behalf of Enbridge or both of the Parties that is solely in respect of a Program Stream delivered by Enbridge or on its behalf, including all changes to or derivative works created or developed from Enbridge Content made in connection with this Agreement.

“Enbridge Information Management System” means the information management and CRM system or systems of Enbridge or its services providers used by or on behalf of Enbridge to Handle any Home Renovation Savings Program Information within Enbridge’s custody or under its control.

“Enbridge Program Stream Portal” means a web-based tool, with mobile-friendly capability, developed, hosted and maintained by Enbridge that facilitates the enrollment of Participants into a Program Stream delivered by Enbridge on its behalf or on behalf of both Parties as part of the Home Renovation Savings Program, including an assessment of a Participant’s eligibility for participation in the applicable Program Stream, Participant enrollment in the Program Stream, and related data collection and handling.

“Enbridge Property” has the meaning set out in Section 7.2(a).

“Enbridge Technology” means all Technology designed, developed or created by or on behalf of Enbridge or both of the Parties for the development or hosting of the Enbridge Coming Soon Webpage, Home Renovation Savings Program Webpages or Enbridge Program Stream Portal in connection with this Agreement, including all

changes to or derivative works created or developed from the Enbridge Technology made in connection with this Agreement.

“Enbridge Trademarks” means the trademarks set out in Schedule C.

“Environmental Attributes” means all right, title and interest in and to all benefits or entitlements associated with decreased environmental impacts now or in the future, direct or indirect, arising as a result of, relating to or in connection with the Electricity Savings, Non-Regulated Fuel Savings, or Natural Gas Savings from a Program Stream for which the eligible energy efficiency measures have been provided, and the right to quantify and register these, including, any energy efficiency certificate, renewable energy certificate, credit, reduction right, offset, allocated pollution right, and emission reduction allowance.

“Excluded Information” means information about or related to the Home Renovation Savings Program collected by or on behalf of either Party through or in connection with (i) the Enbridge Coming Soon Webpage, (ii) the IESO Coming Soon Webpage, (iii) the Home Renovation Savings Program Webpages, (iv) the Enbridge Program Stream Portal, (v) the IESO Program Stream Portal, and (vi) the Call Centres that the Parties agree in writing, acting reasonably, is not needed by a Party in connection with any of the Permitted Purposes. Excluded Information shall be deemed to be Confidential Information of the Party who does need the information in connection with one or more of the Permitted Purposes. By way of example, the Enbridge account number of a Participant or prospective Participant is not needed by the IESO and shall be Confidential Information of Enbridge.

“Extension Term” has the meaning set out in Section 2.1.

“FIPPA” means the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, CHAPTER F.31, as may be amended.

“General Requirements” mean the requirements set out on Schedule A.

“Governmental Authority” means any federal, provincial, municipal, local or other government, parliament or legislature, or any regulatory authority, agency, tribunal, commission, board or department of any such government, parliament or legislature, or any court or other law, regulation or rule-making entity, having jurisdiction in the relevant circumstances, including the OEB, the IESO (as a system operator) and any Person acting under the authority of any Governmental Authority, but excluding the IESO when acting in a capacity other than as the system operator.

“Handle” means to access, receive, collect, use, transmit, store, process, record, disclose, transfer, retain, dispose of, destroy, manage or otherwise handle; and **“Handling”** has a corresponding meaning.

“Home Renovation Savings Program” means the fully integrated residential energy conservation program that is the object of the Ministerial Directive and Letter of Direction, which includes all Program Streams, a residential electricity conservation and demand-side management and natural gas demand-side management program jointly designed, delivered and funded by the IESO and Enbridge through a single delivery window, pursuant to the Ministerial Directive and Letter of Direction, and the terms of this Agreement.

“Home Renovation Savings Program Information” means all information, including Personal Information, other than Excluded Information, about or related to the Home Renovation Savings Program collected by or on behalf of either Party through or in connection with (i) the Enbridge Coming Soon Webpage, (ii) the IESO Coming Soon Webpage, (iii) the Home Renovation Savings Program Webpages, (iv) the Enbridge Program Stream Portal, (v) the IESO Program Stream Portal, and (vi) the Call Centres. Home Renovation Savings Program Information includes Notification Sign-Up Information and other information collected in respect of the Home Renovation Savings Program and Program Streams, including eligibility assessments and related verification information, program enrollment information, consumer or participant surveys, website tracking and analytics information, residential energy audit information, and program evaluation, measurement and verification information.

“Home Renovation Savings Program URL” means the “<https://www.homerenovationsavings.ca/>” domain.

“Home Renovation Savings Program Webpages” means webpages for promoting and delivering the Home Renovation Savings Program to Participants and potential Participants and the webpages presenting information about the Home Renovation Savings Program and Program Streams, but excluding the Enbridge Program Stream Portal, the Enbridge Coming Soon Webpage, the IESO Program Stream Portal and the IESO Coming Soon Webpage.

“IESO Coming Soon Webpage” means a webpage announcing the Home Renovation Savings Program at which members of the public may sign-up to receive related email notifications.

“IESO Content” means all Content designed, developed or created by or on behalf of IESO or both of the Parties (but excluding Enbridge Content) for the Home Renovation Savings Program (including a Program Stream delivered by or on behalf of the IESO) in connection with this Agreement, including all changes to or derivative works created or developed from IESO Content made in connection with this Agreement. For clarity and without limitation, IESO Content includes the Program Branding.

“IESO Information Management System” means the information management and CRM system or systems of the IESO or its Service Providers used by or on behalf of the IESO to Handle any Home Renovation Savings Program Information within the IESO’s custody or under its control.

“IESO Property” has the meaning set out in Section 7.1(a).

“IESO Program Stream Portal” means a web-based tool, with mobile-friendly capability, developed, hosted and maintained by the IESO that facilitates the enrollment of Participants into a Program Stream delivered by the IESO on its behalf or on behalf of both Parties as part of the Home Renovation Savings Program, including an assessment of a Participant’s eligibility for participation in the applicable Program Stream, Participant enrollment in the Program Stream, and related data collection and handling.

“IESO Technology” means all Technology created, designed or developed by or on behalf of IESO or both of the Parties that is solely in respect of the IESO Coming Soon Webpage or IESO Program Stream Portal in connection with this Agreement, including all changes to or derivative works created or developed from the IESO Technology made in connection with this Agreement.

“IESO Trademarks” means the trademarks set out in Schedule D.

“Indemnified Party” has the meaning set out in Section 11.4.

“Indemnifying Party” has the meaning set out in Section 11.4.

“Initial Term” has the meaning set out in Section 2.1.

“Intellectual Property Rights” means:

- (a) any and all proprietary rights anywhere in the world provided under: (i) patent law; (ii) copyright law (including moral rights); (iii) trademark law; (iv) design patent or industrial design law; (v) semi-conductor chip or mask work or integrated circuit topography law; (vi) internet domain name registrations; (vii) inventions (whether or not patentable); or (viii) any other intellectual property statutory or common law rights applicable to this Agreement, including trade secret law;
- (b) any and all applications, registrations, continuations, renewals, revisions, provisionals, extensions and re-examinations in any of the foregoing; and
- (c) all licences and waivers and benefits of waivers of the intellectual property rights set out in (a) and (b) above, and all rights to assert, claim, enforce, and collect damages or to seek other remedies for any past, present or future

infringement, misappropriation or other violation of any of the intellectual property rights set out in (a) and (b) above.

“Jointly Developed Enbridge Property” means all Enbridge Property developed jointly by or on behalf of both the Parties for the Home Renovation Savings Program in connection with this Agreement.

“Jointly Developed IESO Property” means all IESO Property developed jointly by or on behalf of both the Parties for the Home Renovation Savings Program in connection with this Agreement.

“Joint Management and Operational Committee” has the meaning set out in Section 4.1(a).

“Launch Date” means January 28, 2025.

“Letter of Direction” has the meaning set out in the recitals to this Agreement.

“Maintain” means to maintain and provide ongoing technical support and troubleshooting.

“Minister” means the Minister of Energy and Electrification and its successors.

“Ministerial Directive” has the meaning set out in the recitals to this Agreement.

“Natural Gas Savings” means the natural gas savings in cubic meters attributed to the implementation of an Eligible Measure and calculated in accordance with the deemed unit savings determined by Enbridge, including in accordance with Enbridge’s Technical Resource Manual or relevant custom calculation or methodology.

“Non-Regulated Fuel Savings” means the propane, oil and wood fuel savings attributed to the implementation of an Eligible Measure and calculated in accordance with the deemed unit savings determined by the IESO, including in accordance with the applicable IESO measure substantiation sheet.

“Notification Sign-Up Information” means the email addresses entered by individuals on the Enbridge Coming Soon Webpage or IESO Coming Soon Webpage to receive emails about the Home Renovation Savings Program.

“OEB” means the Ontario Energy Board.

“OEB Natural Gas DSM Framework” means the demand side management framework for natural gas effective from 2023-2025, as approved by the OEB on November 15, 2022 in EB-2021-0002, or any demand side management framework for natural gas that has been approved by the OEB for a subsequent period during the Term.

“Participant” means, in respect of a Program Stream, an eligible person who has entered into the applicable Participant Agreement(s) required by such Program Stream.

“Participant Agreement” means, in respect of a Program Stream, any one or more agreements or terms and conditions that an eligible person entitled to receive an incentive must enter into or agree to be bound by in order to participate in the Program Stream or to receive such incentive, which agreements shall include consents from the Participant for the Parties to collect, use, and disclose information, consent from the Participant for the Parties to contact the Participant (as required by Canada’s anti-spam legislation), customary release, indemnity, and limitation of liability language in favour of the Parties, eligibility criteria, disclaimer of warranties by the Parties, incentive amounts and other requirements or covenants that are specific to the Program Stream, in each case in form and substance satisfactory to the Parties.

“Party” or “Parties” has the meaning set out in the first paragraph of this Agreement.

“Peak Demand” means the energy demanded over the course of a pre-defined period of time during which the overall demand on the Ontario electricity grid tends to be higher, as further described in the EM&V Protocols.

“Permitted Purposes” means (i) designing, promoting, administering, measuring, verifying and evaluating the Home Renovation Savings Program, including any applicable Program Streams, (ii) developing and delivering other energy conservation and demand-side management energy savings programs, whether offered by Enbridge and the IESO jointly or independently and whether or not related to the Home Renovation Savings Program, (iii) system forecasting and/or planning (solely with aggregated or anonymized data), (iv) Handling the Home Renovation Savings Program Information as directed by the Province of Ontario, including as may be required by the Minister, (v) Handling the Home Renovation Savings Program Information as directed by the OEB such as, but not limited to, reporting on the natural gas savings generated by the program for scorecards and the natural gas annual report, (vi) Handling the Home Renovation Savings Program Information in accordance with, and in order to comply with its obligations under, this Agreement or for other purposes in respect of which it has legal authority under Applicable Laws, (vii) disclosing Home Renovation Savings Program Information to Natural Resources Canada, provided that only the information necessary for fulfilling the specific purpose is provided and either (A) such information is aggregated and/or anonymized, or (B) the information specifically required by Natural Resources Canada is Personal Information or cannot be aggregated and/or anonymized, and the consent of the Participant has been provided in a Participant Agreement to the disclosure, and (viii) disclosing Home Renovation Savings Program Information to local electricity utilities or distribution companies (provided that (A) any information about a specific Participant disclosed to local electricity utilities or distribution

companies is limited to information about such local electricity utility's or distribution company's own customers who are connected to the IESO-controlled grid or utilize IESO incented measures, (B) only the information necessary for fulfilling the specific purpose is provided and, (C) except for information necessary for the IESO to assess compliance with or verify eligibility under any solar photovoltaic (PV) and battery storage Program Streams, such information that is Personal Information is aggregated and/or anonymized unless otherwise previously agreed to in writing by the Joint Management and Operational Committee, acting reasonably and in good faith).

"Person" means a natural person, firm, trust, partnership, limited partnership, company or corporation (with or without share capital), joint venture, sole proprietorship, Governmental Authority or other entity of any kind.

"Personal Information" means information about an identifiable individual or other information that is subject to any Applicable Privacy Law.

"PIPEDA" means the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c.4, as may be amended.

"Privacy Breach" means any action or inaction by a Party that results or may result in: (1) the Handling of Home Renovation Savings Program Information that is Personal Information by any person who is not authorized or entitled to Handle such information; or (2) the loss of or inability to account for Home Renovation Savings Program Information that is Personal Information.

"Privacy Event" has the meaning given to in subsection 6.2(e).

"Program Branding" means the Home Renovation Savings Program trademark, trade name, logo, domain name, look and feel or other distinguishing branding features.

"Program Documentation" has the meaning set out in 3.3(a).

"Program Marketing Materials" those elements of the Jointly Developed IESO Property and Jointly Developed Enbridge Property which are advertisements or marketing materials that promote the Home Renovation Savings Program.

"Program Requirements" means the requirements (including eligibility requirements) to be set out in Program Stream Attachments for participation in the corresponding Program Stream.

"Program Stream" means a residential energy conservation offering under the Home Renovation Savings Program, as described in the applicable Program Stream Attachment, including the:

- (a) audit program stream;
- (b) smart thermostat program stream;
- (c) heat pump program stream; and
- (d) solar photovoltaic (PV) and battery storage program stream;

and any other Program Stream the Parties jointly agree to deliver under the Home Renovation Savings Program pursuant to a Program Stream Attachment.

“Program Stream Attachment” means an executed agreement setting out the terms and conditions between the Parties specific to a Program Stream, as agreed to by the Parties.

“Program Stream Requirements” means, in respect of any Program Stream, the criteria and requirements a Participant must satisfy to be eligible to receive an incentive pursuant to such Program Stream.

“Receiving Party” means a Party when it receives Confidential Information from the other Party.

“Records” has the meaning set out in Section 9.1.

“Representative” means any director, officer, employee, partner, representative, consultant, Service Provider, agent or advisor of a Party or of any affiliate of such party.

“Security Breach” means any breach of any provisions of this Agreement that a Party determines, acting reasonably, has caused or may cause unauthorized Handling of or the loss of or inability to account for Home Renovation Savings Program Information or Confidential Information.

“Service Provider” means a Person hired or retained by a Party to perform services in connection with or in support of the Home Renovation Savings Program.

“Signing Date” means the signing date set out in the first paragraph of this Agreement.

“Technology” means any software code, hypertext markup language, scripts, libraries and algorithms.

“Term” has the meaning set out in Section 2.4.

“Third Party Products” has the meaning set out in Section 7.5.

“Trade Ally Network” means a network of Contractors and potential Contractors that have been selected by a Party to be included on a list of eligible contractors in connection with any Program Stream.

1.2 Interpretations

- (a) The inclusion of headings and a table of contents in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (b) In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- (c) Except where otherwise expressly provided, all amounts in this Agreement are stated, and shall be paid, in Dollars.
- (d) Where the time for performance of an obligation under this Agreement expires on a day which is not a Business Day, the deadline for performance of such obligation shall be the next day that is a Business Day.
- (e) Any reference to a Person, including the Parties to this Agreement, includes its heirs, administrators, executors, legal personal representatives, successors and permitted assigns;
- (f) The words “includes”, “including” and similar expressions mean “include (or including) without limitation”;
- (g) The following schedules form an integral part of this Agreement:
 - (i) Schedule A: Home Renovation Savings Program General Requirements;
 - (ii) Schedule B: Intentionally Omitted;
 - (iii) Schedule C: Enbridge Trademarks;
 - (iv) Schedule D: IESO Trademarks;
 - (v) Schedule E: Security Requirements; and
 - (vi) Schedule F: Style Guideline
 - (vii) Schedule 5.1(C): IESO Breaches
 - (viii) Schedule 5.1(D): Enbridge Breaches

ARTICLE 2

TERM

- 2.1 This Agreement shall commence on the Effective Date and, subject to Section 2.2, Section 2.3 and Article 12, continue in full force and effect until December 31, 2027 (“**Initial Term**”).
- 2.2 Subject to Section 2.3, the Term may be extended upon the mutual agreement of the Parties for additional periods of three (3) years, upon the same terms and conditions as set out in this Agreement (each, an “**Extension Term**” and collectively, “**Extension Terms**”), provided that the total period of time for the Extension Terms shall not extend beyond December 31, 2036.
- 2.3 No later than one hundred and eighty (180) days prior to the end of the Initial Term or, to the extent applicable, the first or second Extension Term, the Parties will engage in good faith discussions to evaluate the possibility of mutually agreeing to an Extension Term. If, following these discussions, a Party decides that it will not agree to an Extension Term, it will provide prompt written notice of its decision to the other Party.
- 2.4 The term of this Agreement (“**Term**”) shall be the Initial Term plus any applicable Extension Terms, unless terminated earlier in accordance with this Agreement.
- 2.5 The Parties acknowledge that agreed upon expenses incurred in respect of the Home Renovation Savings Program from and after October 4, 2024 shall be subject to the cost sharing provisions of this Agreement.

ARTICLE 3

HOME RENOVATION SAVINGS PROGRAM AND PROGRAM STREAMS

3.1 Home Renovation Savings Program

The Parties shall fulfill their general responsibilities relating to the Home Renovation Savings Program in this Agreement, including as set out in Schedule A of this Agreement, honestly and in good faith, in accordance with recognized prudent professional standards applicable in the industry of the Parties in North America, in accordance with the terms of this Agreement and in accordance with all Applicable Laws.

3.2 Program Stream Attachment

On and after the Effective Date, the Parties shall work together in good faith and acting reasonably to agree on individual Program Streams that would give effect to the Home Renovation Savings Program. Each time the Parties agree on a Program Stream, they will set out the terms and conditions that are specific to the Program Stream in a Program Stream Attachment. Each Program Stream Attachment executed by the Parties shall form a part of this Agreement and shall be governed by

the terms and conditions of this Agreement. In the event of a discrepancy between the terms of this Agreement and a Program Stream Attachment, the terms of this Agreement shall prevail unless expressly stated otherwise.

3.3 **Program Documentation**

The Parties shall work together in good faith and acting reasonably to jointly develop the program documentation applicable to the Home Renovation Savings Program and each Program Stream (collectively, the “**Program Documentation**”). The Program Documentation shall include, as applicable, all necessary consent forms, program requirements, participant agreement templates, work order templates and such other documentation as may be deemed necessary or desirable by the Parties.

ARTICLE 4 GOVERNANCE REQUIREMENTS

4.1 **Joint Management and Operational Committee**

- (a) Within ten (10) Business Days of the Signing Date, the Parties will establish a joint management and operational committee (the “**Joint Management and Operational Committee**”) which will exist and remain responsible for the matters described in this Section 4.1 for the Term.
- (b) The Joint Management and Operational Committee will be comprised of one co-chair and two standing members from each Party. Each Party shall have the right to designate their co-chair and standing members, and the right to replace such co-chair and standing members from time-to-time during the Term, provided that each such person shall be members of senior leadership with the “program delivery” and marketing teams within their respective organizations. The Joint Management and Operational Committee may invite non-committee members to attend meetings as needed, including Service Providers involved in the delivery of a Program Stream or the Home Renovation Savings Program.
- (c) The Joint Management and Operational Committee will meet on a regular basis and on an *ad hoc* basis at the request of one of the Parties, in each case on reasonable

prior written notice. Meetings will be held electronically by telephone or video conference, unless otherwise agreed by the co-chairs, acting reasonably.

- (d) Each Party shall be responsible for its own costs and expenses in connection with their participation on the Joint Management and Operational Committee, including the costs and expenses of such Party's co-chair, if any.
- (e) The functions and responsibilities of the Joint Management and Operational Committee will include:
 - (i) identifying, forecasting, reconciling and adjusting shared costs and expenses to avoid a Cross-subsidy in accordance with Section 3.1(c) of Schedule A;
 - (ii) approving any funding or costs in respect of Program Streams in existence at the Launch Date;
 - (iii) approving the expenditure of budgeted and forecasted amounts on a forward-looking quarterly basis, or on such other periodic interval as the co-chairs may agree;
 - (iv) providing general direction, overall strategy and scheduled milestones in respect of the Home Renovation Savings Program and Program Streams, including capacity and capability requirements and opportunities for innovation;
 - (v) reviewing and discussing status and issues related to the Home Renovation Savings Program and Program Streams including performance metrics and other applicable data relating to the Program Streams;
 - (vi) reviewing and discussing the information, reports, updates, documentation and recommendations related to the Home Renovation Savings Program and Program Streams;
 - (vii) reviewing and discussing any new Program Streams that should be implemented; and
 - (viii) reviewing and discussing Program Stream Attachments and required amendments to the schedules of the Program Stream Attachment – as requested by either Party but typically introduced in January of each year.
- (f) Any decision, commitment, directive, consent or approval of the Joint Management and Operational Committee shall be made unanimously by both co-chairs.

- (g) Meetings of the Joint Management and Operational Committee will be chaired jointly by the co-chairs, who will be responsible for: (A) directing the meetings; (B) setting the initial agenda; and (C) scheduling meetings. The co-chairs shall use Commercially Reasonable Efforts to distribute the agenda for the meeting in advance of the scheduled meeting. Either Party may add agenda items by written advice to all the members in advance of the scheduled meeting. Either Party, if it intends to use written material at the meeting, shall distribute such material to all team members in advance of the meeting.
- (h) All commitments and discussions in the meetings shall be made in good faith, but shall not constitute a formal change to this Agreement nor act in substitute of any formal notice or other formality required by this Agreement. The Parties shall, however, act in good faith to put in place any formalities required to give effect to their commitments in the meeting.
- (i) The Parties agree that for any material decision to be approved by the Joint Management and Operational Committee, such decision must be approved in writing (either by specific e-mail, memo, meeting minutes or otherwise) by each Party. Such material decisions shall include:
 - (i) approval of (or significant changes to) the marketing plan of the Home Renovation Savings Program;
 - (ii) changes to incentives to be paid to Participants in any Program Stream;
 - (iii) significant changes to website language in respect of the Home Renovation Savings Program Webpages, Enbridge Program Stream Portal or IESO Program Stream Portal;
 - (iv) changes to any Participant Agreement (including any terms and conditions related thereto) or Program Stream Requirements; and
 - (v) any change that would have a significant impact (financial or otherwise) on either Party.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties

Each Party hereby represents and warrants, on the date hereof, and on the date of execution of any Program Stream Attachment, and acknowledges and confirms that the other Party is relying upon such representations and warranties in connection with the entering into of this Agreement:

- (a) Such Party has the power and authority to enter into and perform its obligations under this Agreement, is duly organized, validly existing and in good standing under the Applicable Laws of its jurisdiction of formation and is duly licensed, qualified and authorized to own its assets, as applicable.
- (b) The execution, delivery and performance by such Party of this Agreement and the completion of the transactions contemplated by this Agreement:
 - (i) have been authorized by all necessary action or actions required under (A) such Party's constating documents and (B) Applicable Laws;
 - (ii) do not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of (A) such Party's constating documents, or (B) any material contract to which such Party is a party; and
 - (iii) do not and will not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in the violation of any Applicable Laws.
- (c) Enbridge hereby represents and warrants to the IESO, as of the Signing Date, that to the knowledge of Enbridge, other than as set out on Schedule 5.1(c) of this Agreement, the IESO is not in breach or default of any provision of this Agreement.
- (d) The IESO hereby represents and warrants to Enbridge, as of the Signing Date, that to the knowledge of the IESO, other than as set out on Schedule 5.1(d) of this Agreement, Enbridge is not in breach or default of any provision of this Agreement.
- (e) This Agreement has been duly executed and delivered by such Party and constitutes, or will constitute, as applicable, a legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms subject only to any limitation on enforcement under Applicable Laws relating to bankruptcy, winding-up, insolvency, arrangement and other similar Applicable Laws. Each Program Stream Attachment will be, at the time of its execution, duly executed and delivered by such Party and constitutes, or will constitute, as applicable, a legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms subject only to any limitation on enforcement under Applicable Laws relating to bankruptcy, winding-up, insolvency, arrangement and other similar Applicable Laws.

ARTICLE 6

CONFIDENTIALITY, SECURITY AND PRIVACY

6.1 Confidential Information

- (a) All Confidential Information remains, at all times, the exclusive property of the Disclosing Party. Neither the Receiving Party nor any of its Representatives has any licence or other right to use or disclose any Confidential Information for any purpose whatsoever other than to use the Confidential Information in connection with this Agreement.
- (b) With respect to the Disclosing Party's Confidential Information, the Receiving Party agrees to, and to cause its Representatives who receive Confidential Information to:
 - (i) hold the Confidential Information secure and in confidence using the same degree of care and security to safeguard such Confidential Information as it uses to protect its own information of like character, but in no event less than a reasonable degree of care and security;
 - (ii) use all appropriate security measures to prevent any unauthorized disclosure or use of, or access to, the Confidential Information;
 - (iii) limit disclosure of and access to the Confidential Information to its Representatives having a need to know the Confidential Information for the Permitted Purposes;
 - (iv) refrain from disclosing any Confidential Information to, or allowing access to Confidential Information by, Enbridge Sustain Inc. ("**Enbridge Sustain**") or any other affiliate of Enbridge in respect of which there is a reasonable prospect of it becoming a Contractor to any Participant in connection with the Home Renovation Savings Program or any Program Stream, to the extent that such information is not provided to all other Contractors within the applicable Program Stream or may provide such entity a benefit or advantage over any other Contractor or potential Contractor in connection with being hired by or performing services for any Participant (provided that: (1) the disclosure of Confidential Information to Enbridge Sustain or any such other Enbridge affiliates, or any contractor or subcontractor thereof, by a Participant shall not be, and shall not be deemed to be, a breach of this Section 6.1(b)(iv), (2) subject to (3) below, this Section 6.1(b)(iv) shall not prevent Enbridge Sustain, any such other Enbridge affiliates, or any contractor or subcontractor thereof from being or becoming a qualified Contractor under any Program Stream, and (3) if Enbridge discloses any Confidential Information to Enbridge Sustain or any

other affiliate of Enbridge in contravention of this Section 6.1(b)(iv), either (X) such receiving entity must enter into, and fully comply with, an undertaking with Enbridge pursuant to which it agrees not to use such information in any way that may provide it a benefit or advantage over any Contractor or potential Contractor in connection with being hired by or performing services for any Participant or (Y) Enbridge shall remove such entity as a qualified Contractor under the Program Stream(s) to which the disclosed information was applicable);

- (v) use the Confidential Information solely in connection with the Permitted Purposes; and
 - (vi) not remove or obscure proprietary rights notices that appear on Confidential Information and copies thereof.
- (c) The Receiving Party will inform its Representatives to whom it may be permitted to disclose or provide any such Confidential Information hereunder of the confidential nature of the Confidential Information and will cause such Representatives to comply with the provisions of this Agreement. The Receiving Party will notify the Disclosing Party of any unauthorized disclosure or use of, or access to, the Confidential Information within a reasonable period of time after becoming aware of such a breach and will be responsible for any breaches of this Agreement by any of its Representatives, as if such Representatives were a party to this Agreement. The Receiving Party agrees to be held liable and subject to the remedies provided herein and by Applicable Law for a breach of the terms and conditions of this Agreement by any of the Receiving Party's Representatives (as if such Receiving Party's Representatives were parties to and bound by the provisions of this Agreement by which the Receiving Party is bound).
- (d) If the Receiving Party or any of its Representatives are required by any Applicable Laws, or are required or requested in any judicial or administrative proceeding or by any Governmental Authority, to disclose any Confidential Information, the Receiving Party will, and will cause its Representatives, to the extent legally permissible, to provide prompt notice of the existence, terms and circumstances of such requirement or request to the Disclosing Party so that the Disclosing Party may seek (at its option and sole cost and expense) an appropriate protective order, confidential treatment or other appropriate remedy or waive compliance with the terms of this Agreement. If such protective order or other remedy is not obtained, the Receiving Party shall consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such requirement or request. If such legal action is not taken, and the Receiving Party is legally compelled to disclose such Confidential Information, or if the Disclosing Party waives compliance with this Agreement to permit such disclosure, the Receiving Party or the Receiving

Party's Representatives shall furnish only that portion of the Confidential Information which it is advised by counsel it is legally required to disclose and prior to any such disclosure, to the extent permitted by Applicable Laws (A) shall provide the Disclosing Party with prior written notice of any such proposed disclosure and (B) in the case of any public disclosure of any such Confidential Information only, shall provide the Disclosing Party an opportunity to review and comment on such disclosure, and give reasonable consideration to any comments provided. Notwithstanding the foregoing, Confidential Information may be disclosed, and no notice as referenced above is required to be provided, pursuant to requests for information in connection with routine supervisory examinations by regulatory authorities with the jurisdiction over Receiving Party and not directed at the Disclosing Party, its Representatives or the transactions contemplated by this Agreement; provided that the Receiving Party or its Representatives, as applicable, inform any such authority of the confidential nature of the information disclosed to them and request that the authority keep such information confidential to the extent permissible by Applicable Laws.

- (e) Unless otherwise agreed to in writing by the Parties, upon termination of this Agreement and at any time, at the Disclosing Party's request, the Receiving Party will destroy or deliver to the Disclosing Party all, or a Disclosing Party-specified portion of, the Confidential Information, together with all copies, extracts or other reproductions in whole or in part of such Confidential Information, provided that the Receiving Party may retain any copies of Confidential Information (a) required to comply with the requirements of any applicable legislation, other legal requirement, internal record retention policies or procedures or good governance, and (b) automatically created on the Receiving Party's or Representative's computer systems by its normal back-up procedures for the period it normally archives backed-up computer records; however, such Confidential Information referred to in (a) and (b) remains confidential and subject to the terms of this Agreement. Promptly following delivery or destruction, as the case may be, on the request of the Disclosing Party, the Receiving Party will provide the Disclosing Party with written confirmation of completion. Notwithstanding the return or destruction of Confidential Information, the Receiving Party and its Representatives will continue to be bound by the obligations of confidentiality and all other obligations in Section 6.1 for the Term and for a period of five (5) years thereafter.
- (f) Each Receiving Party acknowledges that in the event of a breach by a Receiving Party of the confidentiality provisions in this Agreement, an award of damages will not be an effective or adequate remedy and the Disclosing Party will be irreparably harmed and there will be no adequate remedy at law.

Accordingly, in the event of any breach or threatened breach by the Receiving Party of this Section 6.1, in addition to any other remedies which may be available upon the breach of such confidentiality provisions in this Agreement, the Disclosing Party shall be entitled to seek equitable relief, without proof of actual damages, including an injunction or injunctions or orders for specific performance to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement (without being required to post a bond or other security). Each Party irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

- (g) Other than the obligation to provide all Confidential Information in good faith, the Receiving Party acknowledges that the Disclosing Party does not make any representation or warranty with respect to the Confidential Information, including with respect to its accuracy, sufficiency, completeness, form, or content. The Receiving Party agrees that, other than in the case of fraud, the Disclosing Party will have no liability whatsoever, under contract, tort, trust or otherwise, to the Receiving Party or any of its Representatives in respect of or arising from their receipt or use of, or access to, the Confidential Information or any other information provided by or on behalf of the Disclosing Party.

6.2 Privacy; Home Renovation Savings Program Information; Excluded Information

- (a) Each Party acknowledges that Personal Information subject to Applicable Privacy Laws may be Handled in connection with the Home Renovation Savings Program. Each Party represents, warrants and covenants that its Handling of Personal Information in connection with this Agreement shall be in compliance with all Applicable Privacy Laws. Each Party represents, warrants and covenants that it shall only Handle such Personal Information to the extent, and in such a manner, as is (i) necessary for the Permitted Purposes; and (ii) in accordance with the consent of the applicable individual to which the Personal Information relates or as otherwise permitted or required under Applicable Privacy Laws.
- (b) The Parties acknowledge and agree that subject to the terms of this Agreement (including subsection 6.2(d)):
 - (i) During and after the Term, each Party shall have independent rights to Handle the Home Renovation Savings Program Information;
 - (ii) During and for a period of six months after the Term, each Party shall provide the other Party (subject to documented physical, organizational and technological safeguards and measures mutually agreed to by the Parties, acting reasonably, and documented in the Security Requirements Schedule attached to this Agreement as

Schedule E) with administrative access to (including the ability to extract one or more copies) or, at the request of the other Party, a copy in a usable electronic format of the Home Renovation Savings Program Information within such Party's possession or control;

- (iii) Notices to, and requests for consent from, Participants and prospective Participants in respect of the Home Renovation Savings Program will be drafted and presented in a manner, as agreed by the Parties, acting reasonably, that makes clear Enbridge and the IESO will each be an independent accountable entity under Applicable Privacy Laws in respect of, and have independent rights to Handle, the Home Renovation Savings Program Information;
- (c) The Parties shall work together in good faith and acting reasonably to agree in the design (including determining what Home Renovation Savings Program Information and Excluded Information will be collected and made available to each Party in an efficient and acceptable manner to permit each Party to access the information required to carry out the Permitted Purposes) and implementation of the Home Renovation Savings Program generally and those Program Streams in which the Parties each contribute to the applicable financial or other incentive provided to relevant Participants. The commitment of the Parties to work together in good faith and acting reasonably includes:
 - (i) Mutually agreeing in writing, acting reasonably, on: (A) the scope of Excluded Information, (B) what notices will be provided to Participants and prospective Participants, including the form, content and presentation of such notices, and (C) what consents will be requested from Participants and prospective Participants, including the form, content and presentation of related requests for consent;
 - (ii) Ensuring that Excluded Information is not made accessible to, or provided to, the Party that does need it in connection with the Permitted Purposes; and
 - (iii) Ensuring that the Handling of Home Renovation Savings Program Information and Excluded Information complies with all Applicable Laws, including Applicable Privacy Laws, and the Security Requirements Schedule attached to this Agreement as Schedule E.
- (d) Each Party shall (and shall cause its respective Representatives to):
 - (i) Handle the Home Renovation Savings Program Information in compliance with this Agreement and only for the Permitted Purposes;

- (ii) Maintain the Home Renovation Savings Program Information in confidence except for disclosures necessary for the Permitted Purposes, provided that any such disclosure shall be subject to Applicable Laws and, if made to a third party that is not the Minister or the OEB, only pursuant to a written agreement that includes confidentiality, security and privacy terms applicable to the disclosed information that are no less stringent in the aggregate than the terms of this Agreement; and
 - (iii) Limit disclosure of and access to the Home Renovation Savings Program Information to its Representatives having a need to know the Home Renovation Savings Program Information for the Permitted Purposes.
 - (iv) Refrain from disclosing any Home Renovation Savings Program Information to, or allowing access to Home Renovation Savings Program Information by, Enbridge Sustain or any other affiliate of Enbridge in respect of which there is a reasonable prospect of it becoming a Contractor to any Participant in connection with the Home Renovation Savings Program or any Program Stream, to the extent that such information is not provided to all other Contractors within the applicable Program Stream or may provide such entity a benefit or advantage over any other Contractor or potential Contractor in connection with being hired by or performing services for any Participant (provided that: (1) the disclosure of Home Renovation Savings Program Information to Enbridge Sustain or any such other Enbridge affiliates, or any contractor or subcontractor thereof, by a Participant shall not be, and shall not be deemed to be, a breach of this Section 6.2(d)(iv), (2) subject to (3) below, this Section 6.2(d)(iv) shall not prevent Enbridge Sustain, any such other Enbridge affiliates, or any contractor or subcontractor thereof from being or becoming a qualified Contractor under any Program Stream, and (3) if Enbridge discloses any Confidential Information to Enbridge Sustain or any other affiliate of Enbridge in contravention of this Section 6.2(d)(iv), either (X) such receiving entity must enter into, and fully comply with, an undertaking with Enbridge pursuant to which it agrees not to use such information in any way that may provide it a benefit or advantage over any Contractor or potential Contractor in connection with being hired by or performing services for any Participant or (Y) Enbridge shall remove such entity as a qualified Contractor under the Program Stream(s) to which the disclosed information was applicable).
- (e) In connection with the Handling of Home Renovation Savings Program Information or Excluded Information, each Party shall:

- (i) Provide reasonable assistance to the other Party to enable the other Party to comply with its obligations under Applicable Laws, including Applicable Privacy Laws, in respect of such Home Renovation Savings Program Information and Excluded Information, including by:

- (A) Notifying the other Party promptly upon becoming aware of:

- (1) any complaint, enquiry or request (including for access, rectification, deletion, porting or withdrawal of consent) related to the Handling of Home Renovation Savings Program Information received by such Party;
 - (2) an investigation, litigation or other proceeding relating to the Handling of Home Renovation Savings Program Information;
 - (3) a Privacy Breach; or
 - (4) a Security Breach;

in each case, that names, identifies, impacts (or is in the opinion of such Party reasonably likely to impact) the other Party or the other Party's or its Representative's systems, reputation or ability to comply with Applicable Laws (each, a **"Privacy Event"**);

- (B) Cooperating with the other Party, upon reasonable request, in its efforts to prevent, investigate, remediate and mitigate the effects of a Privacy Event;
 - (C) Providing the other Party with information, to the extent known and as it becomes available, about the cause of the Privacy Event, the likely impact of the Privacy Event on the other Party, the steps that have been and plan to be taken in response to the Privacy Event; and
 - (D) Providing the other Party with any other information reasonably requested by the other Party to meet notification and reporting obligations or otherwise comply with Applicable Laws in respect of the Home Renovation Savings Program Information or Excluded Information; provided, however, that any filings, communications, notices, press releases or reports related to any breach that identifies or is capable of identifying the other Party must be approved in writing by the other Party prior to any publication or communication thereof;

- (ii) Implement and maintain a comprehensive privacy and information security program that includes industry standard physical, organizational and technological safeguards and measures appropriate to the sensitivity of the Home Renovation Savings Program Information and Excluded Information, including all such safeguards and measures required under Applicable Laws or described in the Security Requirements Schedule attached to this Agreement as Schedule E, which shall be designed to ensure the security and confidentiality of Home Renovation Savings Program Information and Excluded Information and safeguard Home Renovation Savings Program Information and Excluded Information against a Privacy Breach or Security Breach;
 - (iii) Ensure that all Representatives of that Party Handling Home Renovation Savings Program Information and Excluded Information that contain Personal Information are (i) informed of the Personal Information's confidential nature and use restrictions, (ii) have undertaken training on the Handling of confidential information (including confidential information that is Personal Information) appropriate to their duties; and (iii) made aware of their duties and obligations under this Agreement.
 - (iv) Provide the other Party with reasonably requested information as necessary to demonstrate compliance with the terms of this Article 6; and
 - (v) Comply with all Applicable Laws, including Applicable Privacy Laws.
- (f) Enbridge shall: (i) develop, host, integrate and Maintain (or cause to be developed, hosted, integrated and Maintained) the Enbridge Coming Soon Webpage, Home Renovation Savings Program Webpages, and Enbridge Program Stream Portal and make them available to Participants, potential Participants, Contractors, potential Contractors and other Service Providers under the Home Renovation Savings Program, as applicable, through the world wide web at the Home Renovation Savings Program URL, (ii) Handle the Home Renovation Savings Program Information within its custody or under its control exclusively within the Enbridge Information Management System, and (iii) ensure that the Enbridge Coming Soon Webpage, Home Renovation Savings Program Webpages, Enbridge Program Stream Portal and Enbridge Information Management System each comply with the Security Requirements Schedule attached to this Agreement as Schedule E. In the event of a conflict between the provisions of this Article 6 and Schedule E, the provisions of Schedule E shall apply to the extent of the conflict. The IESO shall provide assistance reasonably requested by Enbridge in connection with the foregoing.

- (g) The IESO shall: (i) develop, host, integrate and Maintain (or cause to be developed, hosted, integrated and Maintained) the IESO Coming Soon Webpage and IESO Program Stream Portal and make them available to Participants, potential Participants, Contractors, potential Contractors and other Service Providers under the Home Renovation Savings Program, as applicable, through the world wide web at the Home Renovation Savings Program URL, (ii) Handle the Home Renovation Savings Program Information within its custody or under its control exclusively within the IESO Information Management System, and (iii) ensure that the IESO Coming Soon Webpage, IESO Program Stream Portal and IESO Information Management System each comply with the Security Requirements Schedule attached to this Agreement as Schedule E. In the event of a conflict between the provisions of this Article 6 and Schedule E, the provisions of Schedule E shall apply to the extent of the conflict. Enbridge shall provide assistance reasonably requested by the IESO in connection with the foregoing.
- (h) In the event that the IESO provides any Home Renovation Savings Program Information to local electricity utilities or distribution companies, the IESO shall ensure that such local distribution utilities or distribution companies are required to (i) safeguard such Home Renovation Savings Program Information they receive from the IESO using physical, organizational and technological safeguards and measures appropriate to the sensitivity of the information, and (ii) restrict their use or disclosure of the information to the purposes for which the IESO disclosed the information to them.
- (i) In the event any federal level funding is provided in the future for an existing or new Program Stream, the Parties shall ensure that each applicable Participant Agreement includes consent from Participants who will receive the federally funded incentive authorizing the disclosure of their information to Natural Resources Canada. If the applicable Participant Agreements do not include the required consent, the Parties will amend the agreement to include it or will separately obtain consent in writing, such as through a direct communication to the Participants.

6.3 Provincial and Federal Laws

Each Party acknowledges that all information provided by or to the other Party may be subject to FIPPA, PIPEDA and other Applicable Laws, in each case, as applicable. Each Party shall provide the other Party with reasonably required assistance in connection with the other Party responding to access to information requests made pursuant to Applicable Laws or responding to requests for information from a Governmental Authority. The IESO acknowledges and agrees that the confidentiality provisions of Section 6.1 of this Agreement will continue to apply in respect of any Confidential Information of Enbridge that is disclosed in accordance with the

Freedom of Information and Protection of Privacy Act provided that such information continues to be Confidential Information as defined in this Agreement.

ARTICLE 7

INTELLECTUAL PROPERTY

7.1 IESO Ownership Rights

- (a) The IESO and Enbridge acknowledge and agree that, as between the IESO and Enbridge, the IESO will be the exclusive owner of the IESO Content and IESO Technology and will have all ownership rights, including all Intellectual Property Rights, in the IESO Content and IESO Technology immediately upon their creation and at every stage of their development regardless of their state of completion (collectively, the “**IESO Property**”).
- (b) Subject to Section 7.5, Enbridge hereby: (i) assigns and transfers to the IESO; (ii) agrees to assign and transfer to the IESO; and (iii) agrees to cause all of its employees, agents and independent contract personnel (and those of its Service Providers) involved in the design or development of the IESO Content or IESO Technology to assign and transfer to the IESO, all of its present and future ownership rights (including Intellectual Property Rights), title and interest in and to all IESO Property throughout the world, to the extent any of the foregoing does not automatically and immediately vest in the IESO, and hereby waives any and all moral rights that it may have in the IESO Content or IESO Technology and represents that it will obtain a waiver of the moral rights of all of its employees, agents and independent contract personnel (and those of its Service Providers) involved in the design or development of the IESO Content or IESO Technology.
- (c) IESO hereby grants to Enbridge a perpetual, worldwide, nonexclusive, royalty-free, sublicensable, fully paid, non-transferrable, license for Enbridge to use and exploit for any Permitted Purpose all Jointly Developed IESO Property (excluding Program Branding).
- (d) The IESO shall not transfer, assign or encumber its rights, including Intellectual Property Rights in any Jointly Developed IESO Property or the Program Branding without Enbridge’s prior written consent if the transfer, assignment or encumbrance would materially impair Enbridge’s rights pursuant to subsections 7.1(c), 7.1(e) or 7.6 of this Agreement. If the IESO is directed in writing by the Minister to transfer, assign or encumber its rights, including Intellectual Property Rights in any Jointly Developed IESO Property or the Program Branding in a manner that would materially impair Enbridge’s rights pursuant to subsections 7.1(c), 7.1(e) or 7.6 of this Agreement, the IESO shall provide prior notice to Enbridge and the Parties shall enter into good faith

negotiations regarding the process for preserving Enbridge's rights herein, in view of such potential transfer, assignment or encumbrance.

- (e) IESO hereby grants to Enbridge a worldwide, nonexclusive, royalty-free, sublicensable, fully paid, non-transferrable, license during the Term of this Agreement for Enbridge to use the IESO Property (including Program Branding) to exercise its rights or perform its obligations and responsibilities under this Agreement relating to the Home Renovation Savings Program.

7.2 Enbridge's Ownership Rights

- (a) The IESO and Enbridge acknowledge and agree that, as between the IESO and Enbridge, Enbridge will be the exclusive owner of the Enbridge Content and Enbridge Technology and will have all ownership rights, including all Intellectual Property Rights, in the Enbridge Content and Enbridge Technology immediately upon their creation and at every stage of their development regardless of their state of completion (collectively, the "**Enbridge Property**").
- (b) Subject to Section 7.5, the IESO hereby: (i) assigns and transfers to Enbridge; (ii) agrees to assign and transfer to Enbridge; and (iii) agrees to cause all of its employees, agents and independent contract personnel (and those of its Service Providers) involved in the design or development of the Enbridge Content or Enbridge Technology to assign and transfer to Enbridge, all of its present and future ownership rights (including Intellectual Property Rights), title and interest in and to all Enbridge Property throughout the world, to the extent any of the foregoing does not automatically and immediately vest in Enbridge, and hereby waives any and all moral rights that it may have in the Enbridge Content or Enbridge Technology and represents that it will obtain a waiver of the moral rights of all of its employees, agents and independent contract personnel (and those of its Service Providers) involved in the design or development of the Enbridge Content or Enbridge Technology.
- (c) Enbridge hereby grants to the IESO a perpetual, worldwide, nonexclusive, royalty-free, sublicensable, fully paid, non-transferrable, license for the IESO to use and exploit for any Permitted Purpose all Jointly Developed Enbridge Property.
- (d) Enbridge hereby grants to IESO a worldwide, nonexclusive, royalty-free, sublicensable, fully paid, non-transferrable, license during the Term of this Agreement for IESO to use the Enbridge Property to exercise its rights or perform its obligations and responsibilities under this Agreement relating to the Home Renovation Savings Program.

7.3 **Licence to IESO Trademarks**

- (a) The IESO hereby grants to Enbridge a non-exclusive, fully paid up, royalty-free licence during the Term to use and display the IESO Trademarks in accordance with the Brand Rules in connection with exercising its rights and performing its obligations and responsibilities under this Agreement relating to the Home Renovation Savings Program. Without limiting the foregoing, IESO agrees that Enbridge may provide local distribution companies with marketing and other Content that promotes the Home Renovation Savings Program. Enbridge acknowledges and agrees that any goodwill arising out of its use of the IESO Trademarks will inure solely for the benefit of the IESO.
- (b) The IESO represents, warrants, and covenants that it has all necessary rights to grant the licence to the IESO Trademarks in Section 7.3(a) and that Enbridge's use of the IESO Trademarks in accordance with Section 7.3(a) will not in any way infringe upon, violate or misappropriate any third party's rights, including Intellectual Property Rights.
- (c) Enbridge will use the IESO Trademarks only in connection with the Home Renovation Savings Program and in a manner and at a level of quality approved by the IESO pursuant to this Agreement. To ensure Enbridge's compliance with this Section 7.3(c), the IESO reserves the right to inspect Enbridge's use of the IESO Trademarks during normal business hours on reasonable notice. Enbridge hereby acknowledges and recognizes the IESO's right of inspection under this Agreement and agrees that it will not in any way prevent, whether directly or indirectly, the IESO's ability to exercise this right.
- (d) Except as otherwise permitted under this Agreement, this licence does not include any additional right to use the name, trademarks logos or Intellectual Property Rights of the IESO, alone or in combination with any other wording, letters, numbers or elements, in any social media environment, metatags, keywords advertising, search engine AdWords, or any similar medium for advertising purposes or in any domain names, URLs or web addresses without obtaining additional written permission or licence.

7.4 **Licence to Enbridge Trademarks**

- (a) Enbridge hereby grants to the IESO a non-exclusive, fully paid up, royalty-free licence during the Term to use and display the Enbridge Trademarks in accordance with the Brand Rules in connection with exercising its rights and performing its obligations and responsibilities under this Agreement relating to the Home Renovation Savings Program. Without limiting the foregoing, Enbridge agrees that the IESO may provide local distribution companies with marketing and other Content that promotes the Home Renovation Savings

Program. The IESO acknowledges and agrees that any goodwill arising out of its use of the Enbridge Trademarks will inure solely for the benefit of Enbridge.

- (b) Enbridge represents, warrants, and covenants that it has all necessary rights to grant the licence to the Enbridge Trademarks in Section 7.4(a) and that the IESO's use of the Enbridge Trademarks in accordance with Section 7.4(a) will not in any way infringe upon, violate or misappropriate any third party's rights, including Intellectual Property Rights.
- (c) The IESO will use the Enbridge Trademarks only in connection with the Home Renovation Savings Program and in a manner and at a level of quality approved Enbridge pursuant to this Agreement. To ensure IESO's compliance with this Section 7.4(c), Enbridge reserves the right to inspect the IESO's use of the Enbridge Trademarks during normal business hours on reasonable notice. The IESO hereby acknowledges and recognizes Enbridge's right of inspection under this Agreement and agrees that it will not in any way prevent, whether directly or indirectly, Enbridge's ability to exercise this right.
- (d) Except as otherwise permitted under this Agreement, this licence does not include any additional right to use the name, trademarks logos or Intellectual Property Rights of Enbridge, alone or in combination with any other wording, letters, numbers or elements, in any social media environment, metatags, keywords advertising, search engine AdWords, or any similar medium for advertising purposes or in any domain names, URLs or web addresses without obtaining additional written permission or licence.

7.5 **Pre-Existing Property and Third Party Products**

- (a) The IESO and Enbridge acknowledge and agree that, as between the Parties, any pre-existing Content and Technology created, produced by, or licensed to or for a Party prior to the Effective Date or otherwise developed by a Party independently of this Agreement (collectively, the **"Pre-Existing Property"**) will be the exclusive property of such Party.
- (b) As between the Parties, ownership of the Pre-Existing Property that is incorporated into the Content or Technology assigned or licensed pursuant to this Agreement will be retained by the Party making the assignment or granting the license.
- (c) The Parties acknowledge and agree that the Enbridge Property and IESO Property, including the Jointly Developed Enbridge Property and Jointly Developed IESO Property, respectively, may incorporate or interact with commercially available third party software, services and products which includes, for greater certainty, (i) the software known as "Drop Zone" licensed by "Parachute Software" and (ii) the software known as "Guardian" licensed

by “Salesforce” (“**Third Party Products**”). Each Party will be responsible, at their own cost, for obtaining any Third Party Product licenses required for that Party to use, modify, publish, disclose, copy, reproduce and communicate the Enbridge Property and IESO Property as authorized herein.

- (d) If a Party incorporates Pre-Existing Property into Content of Technology that it assigns or grants a license to pursuant to this Agreement, the Party:
 - (i) will ensure that it has obtained all necessary licence rights prior to incorporating the Pre-Existing Property into the licensed or assigned Content or Technology and will ensure that such rights are sufficient to allow for the use, modification, publication, disclosure, copying, reproduction and communication of the Content or Technology by the assignee or licensee, as applicable, as authorized herein and are fully paid-up and free of any licensing and royalty fees or restrictions on assignment or sublicensing that could affect the rights granted to the other Party in connection with this Agreement; and
 - (ii) grants to the other Party a perpetual, irrevocable, sub-licensable, non-exclusive, royalty-free, fully-paid up licence to use, make, modify, publish, disclose, copy, reproduce and communicate by electronic means, such Pre-Existing Property (but excluding Third Party Products), solely in connection with the applicable Content or Technology.

7.6 **Restriction on use of Program Branding and Avoidance of Market Confusion**

- (a) It is the intention of the Parties that the Program Branding be used solely in connection with the Home Renovation Savings Program pursuant to this Agreement, subject to:
 - (i) The Parties agreeing pursuant to an amendment to this Agreement or by entering into a new agreement to use the Program Branding in connection with jointly promoting and delivering Conservation or Demand-side Management Programs following the Term;
 - (ii) The IESO providing written notice to Enbridge of its intention to independently use the Program Branding in connection with promoting and delivering Conservation or Demand-side Management Programs following the Term;
 - (iii) Enbridge providing written notice to the IESO of its intention to independently use the Program Branding in connection with promoting and delivering Conservation or Demand-side Management Programs following the Term; and

- (iv) Following it being directed to do so by the Minister or other authority within the Government of Ontario, the IESO providing written notice to Enbridge of its intention to license the Program Branding to a third party in connection with the third party promoting and delivering Conservation or Demand-side Management Programs.
- (b) In the case of the scenario described in subsection 7.6(a)(i), the Parties' use of the Program Branding will be subject to the terms of the amended or new agreement.
- (c) In the case of the scenario described in subsection 7.6(a)(ii), the IESO shall not independently use the Program Branding in connection with promoting and delivering Conservation or Demand-side Management Programs unless Enbridge delivers to the IESO in writing Enbridge's consent for the use of the Program Branding by the IESO.
- (d) In the case of the scenario described in subsection 7.6(a)(iii), Enbridge shall not independently use the Program Branding in connection with promoting and delivering Conservation or Demand-side Management Programs unless:
 - (i) the IESO delivers to Enbridge in writing the IESO's consent for the use of the Program Branding by Enbridge; and
 - (ii) the IESO and Enbridge have entered into a written license or assignment setting out the terms and conditions under which Enbridge may use the Program Branding.
- (e) In the case of the scenario described in subsection 7.6(a)(iv), the IESO will not license the Program Branding to a third party in connection with promoting and delivering Conservation or Demand-side Management Programs unless Enbridge delivers to the IESO in writing Enbridge's consent to such use of the Program Branding by the IESO.
- (f) In exercising any decision to grant or withhold consent pursuant to this Section 7.6, and in agreeing on a license or assignment pursuant to subsection (d)(ii), each Party shall:
 - (i) act honestly and in good faith;
 - (ii) refrain from unreasonably withholding, conditioning or delaying the consent or agreement; and
 - (iii) refrain from conditioning the consent or agreement on the payment of money.

- (g) In the event that a Party does not consent in writing to such use of the Program Branding by the other Party in accordance with this Section 7.6, neither Party will use the Program Branding until such time that the Parties have mutually agreed upon such use.
- (h) Any independent use of the Program Branding pursuant to subsections (c), (d) or (e) or Program Marketing Materials pursuant to Section Sections 7.1(c) or 7.2(c) will be subject to the Party using the Program Branding or Program Marketing Materials utilizing all Commercially Reasonable Efforts to avoid creating confusion that the other Party is involved in, endorses or is otherwise responsible for the goods, services, programs or other activities in respect of which the Program Branding or Program Marketing Materials is used.

7.7 Intellectual Property Representations and Warranties

- (a) Each Party represents and warrants to the other that:
 - (i) It has all necessary rights and authority to grant to the other Party the Intellectual Property Rights granted by it pursuant to this Agreement;
 - (ii) It has the necessary right and authority to assign to the other Party the Intellectual Property Rights it assigns to the other Party pursuant to this Agreement and any such assigned Intellectual Property Rights will be assigned free and clear of all pledges, liens, charges, security interests, leases, title retention agreements, mortgages, restrictions, development or similar agreements, easements, rights-of-way, title defects, options or adverse claims or encumbrances of any kind or character whatsoever;
 - (iii) The possession and use (except possession or use pursuant to Sections 7.1(c) or 7.2(c) by the other Party of the Content or Technology licensed or assigned to the other Party pursuant to this Agreement do not and will not infringe, violate or constitute a misappropriation of any Intellectual Property Right of any Person when used in accordance with the terms of this Agreement, including any applicable limitations on use; and
 - (iv) It has entered (or will enter) into agreements with all of its employees, agents and independent contract personnel (and those of its Service Providers) involved in the design or development of, as applicable, the Content and Technology licensed and assigned to the other Party as necessary to: (i) give effect to the license or assignment of Intellectual Property Rights herein, and (ii) obtain an enforceable waiver of any moral rights in the assigned Content or Technology.

ARTICLE 8 ENVIRONMENTAL ATTRIBUTES

- 8.1 In the event of a jointly funded Program Stream, Enbridge shall be entitled to claim all Environmental Attributes in respect of Natural Gas Savings and the IESO shall be entitled to claim all Environmental Attributes in respect of Electricity Savings and Non-Regulated Fuel Savings, provided that the Parties may agree to a different allocation on a case-by-case basis. Each Party shall, at its sole expense, be responsible for meeting any reporting requirements it may have with respect to Environmental Attributes.
- 8.2 In accordance with the Letter of Direction (and the OEB Natural Gas DSM Framework), in the event of a jointly funded Program Stream, Enbridge shall be entitled to, and shall, claim all Natural Gas Savings in respect of natural gas programs and the IESO shall be entitled to, and shall claim, all savings in respect of Electricity Savings and Non-Regulated Fuel Savings, provided that the Parties may agree to a different allocation on a case-by-case basis.
- 8.3 In respect of any custom calculation or methodology used by Enbridge in determining Natural Gas Savings, such calculation or methodology must be approved by the IESO, acting reasonably and in good faith, but only if and to the extent such calculation or methodology will have an impact (other than a *de minimus* impact) on Electricity Savings or Non-Regulated Fuel Savings. Such approval shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 9 RECORD RETENTION AND AUDIT RIGHTS

- 9.1 Each Party shall at its own cost and expense maintain complete and accurate accounts, financial books and records, invoices and all other data required by such Party for the purpose of proper administration of this Agreement and related to all Program Streams (collectively, the “**Records**”) in Canada. The Records shall be maintained as required by Applicable Laws but for no less than for seven years after the creation of the Record. For greater certainty, a Party’s Record constitutes Confidential Information of such Party.
- 9.2 The Parties, upon request and on a confidential basis as provided for in Article 6 of this Agreement, shall provide reasonable access to the Records (or, if practicable, the relevant excerpts thereof) for inspection and copying (at the Requesting Party’s expense) reasonably required for the other Party to comply with its obligations to Governmental Authorities or to verify or audit expenses or to verify or audit information provided in accordance with this Agreement, provided that such access shall be during normal business hours and conducted in a manner not unduly disruptive to the Party being audited. A Party may use its own employees for purposes of any such review of the Records provided that such employees are bound by the

confidentiality requirements provided for in Article 6 of this Agreement. Alternatively, a Party may at its own cost and expense appoint an auditor or Compliance Supplier to conduct its audit, provided that such appointed auditor or Compliance Supplier has entered into a confidentiality agreement with the Party being audited, acceptable thereto, acting reasonably. The Party seeking access to such records in this manner shall pay the fees and expenses associated with use of the third-party auditor.

- 9.3 Each Party may request an audit of the other Party's Records from time to time during the Term (including, for certainty, for the purposes of ensuring the other Party's compliance with the terms of this Agreement and the Program Stream Attachments and enforcement of the Program Requirements) and for a period of three years thereafter, provided that no Party may request an audit of the other Party under this Article 9 (whether pursuant to Section 9.2, this Section 9.3 or Section 9.5) more than once per calendar year.
- 9.4 Notwithstanding the foregoing, no Party shall be required to produce any portion of the Record if such production (once appropriate redactions have been made) would violate Applicable Laws or confidentiality obligations of such Party, or result in the waiver of any attorney-client privilege. The Party subject to the audit shall have the right to have its Representatives present during any such audit.
- 9.5 In connection with any audit of the other Party's Records, either Party or its auditor or Compliance Supplier may conduct audit activities reasonably required to perform the audit, including direct communications with the other Party's employees, Service Providers or other representatives. The Party on whose behalf an audit is conducted will copy the other Party on any direct written communication between its auditor or Compliance Supplier and the other Party's employees, Service Providers or other representatives and will inform the other Party of the substance of any material in-person or telephone conversations that occur. Each Party will work closely with the other Party's auditor or Compliance Supplier in the following capacity
- (i) Provide accurate information and documentation as requested by the auditor or Compliance Supplier in respect of the Home Renovation Savings Program; and
 - (ii) Respond to other requests from the auditor or Compliance Supplier as necessary.

ARTICLE 10 INSURANCE

10.1 Insurance Coverage Requirements

- (a) During the Term and for a period of two (2) years following the termination or expiration of this Agreement, each Party shall at its own cost and expense have and maintain in force, and subject to Section 10.1(c) and Section 10.1(d),

shall cause its Service Providers for the duration of their time as such a Service Provider and for a period of two years thereafter, to have and maintain, in each case with reputable and financially creditworthy insurers with an A.M. Best financial strength rating of "A-" or higher, the following insurance coverages (provided that in respect of the Service Providers, the specific insurance coverages set out below are only applicable where it would be reasonably prudent to have such coverages in light of the services being provided thereby):

- (i) commercial general liability insurance having a coverage of [REDACTED] per occurrence, and an annual aggregate of [REDACTED] inclusive of bodily injury, personal injury including advertising liability, property damage, contractual liability, products and completed operations liability, sudden and accidental pollution liability, cross liability and severability of interest, employees as additional insured, and non-owned automobile liability. The other Party must also be added as an additional insured; and
 - (ii) network risk and cyber liability insurance coverage (including coverage for unauthorized access, information theft, loss or damage to or destruction of electronic information, failure of security, and breach of privacy perils, as well as notification costs and regulatory defense) in an amount of [REDACTED] per occurrence and in the aggregate; and
- (b) In addition to the requirements of Section 10.1(a), but subject to Section 10.1(c) and Section 10.1(d), during the Term and for a period of two (2) years following the termination or expiration of this Agreement, each Party shall at its own cost and expense cause its Service Providers to have and maintain for the duration of their time as such a Service Provider and for a period of two years thereafter, in each case with reputable and financially creditworthy insurers with an A.M. Best financial strength rating of "A-" or higher, the following minimum insurance coverages where it would be reasonably prudent to have the applicable coverages in light of the services being provided thereby:
- (i) professional liability/errors and omissions insurance covering liability for loss or damage due to an act, error, omission or negligence, or due to machine malfunction, with a limit per event of [REDACTED]
 - (ii) general property insurance, as applicable to the services performed;
 - (iii) contractor equipment insurance covering equipment and tools owned, rented or leased by the Service Provider;

- (iv) automobile liability insurance on all owned vehicles used in connection with the Home Renovation Savings Program, having a coverage limit of [REDACTED] per vehicle in respect of bodily injury (including passenger hazard) and property damage inclusive of any one accident and mandatory accident benefits; and
 - (v) all other insurance required by Applicable Law.
- (c) Section 10.1(a) and 10.1(b) do not apply to Contractors. Each Party will: (A) ensure that any Contractor that is a member of a Trade Ally Network that is managed by the Party has and maintains with a reputable and financially creditworthy insurer, insurance coverages that are appropriate to the nature of the services the Contractor will perform for a Participant; and (B) make known in communications about the Home Renovation Savings Program to all other Contractors that they are expected to have and maintain insurance coverages described in (A), failing which they may be disqualified from being eligible to provide services to any Participant or potential Participant in respect of the Home Renovation Savings Program. If any Contractor fails to have and maintain the insurance coverages described in (A), either Party may disqualify the Contractor from being eligible to provide services to any Participant or potential Participant in respect of the Home Renovation Savings Program and such disqualification will be honoured by the other Party.
- (d) In the event that any Party has entered into an agreement with a Service Provider that would require the Service Provider to maintain the insurance contemplated by Section 10.1(a) and 10.1(b) prior to the Signing Date (a **“Historical Agreement”**), or any Party has not required a Contractor that was made a member of a Trade Ally Network prior to the Signing Date to have and maintain the insurance coverages described in Section 10.1(c)(A) (a **“Historical Trade Ally Network Member”**), the Parties agree that:
 - (i) It shall not be a breach of this Agreement for any such Historical Agreement to not include an obligation on the applicable Service Provider to maintain the insurance contemplated by Section 10.1(a) and 10.1(b);
 - (ii) It shall not be a breach of this Agreement for any Historical Trade Ally Network Member to not have and maintain the insurance coverages described in Section 10.1(c)(A); and
 - (iii) The applicable Party shall promptly following the Signing Date use Commercially Reasonable Efforts to: (A) renegotiate any Historical Agreement that does not include the requirements to maintain the insurance contemplated by Section 10.1(a) and 10.1(b) to include such insurance requirements; and (B) ensure that any Historical Trade Ally

Network Member has and maintains the insurance coverages described in Section 10.1(c)(A).

10.2 Evidence of Insurance

- (a) Prior to the date that is thirty (30) days following the Signing Date, each Party will deliver to the other Party a certificate(s) of insurance which evidences the Party's compliance with this Article 10. Each Party will provide not less than 30 days' notice to the other Party prior to cancellation. Under no circumstances will non-delivery or waiver of delivery of a certificate of insurance constitute a waiver of any requirement of either Party to obtain or maintain insurance coverages required by this Article 10.

10.3 Self Insurance

- (a) Each Party may, at its discretion, either (1) maintain third party insurance; or (2) self-insure in the absence of insurance (either in whole or part), coverage consistent with the insurance coverages required in this Article 10. When the requirements of this Article 10 are self-insured by a Party in the absence of insurance, without limiting a Party's obligations elsewhere in this Agreement, each Party shall, as applicable and to the extent of its obligations herein, provide defense and indemnity support to the other Party in the same manner and to the same extent, using industry standard claims adjustment practices, as if it were fully insured by a financially sound third-party insurer on insurance forms customarily available for similar operations undertaken by similar organizations at the time such obligations are realized.

ARTICLE 11 INDEMNIFICATION AND LIMITATION OF LIABILITY

11.1 Indemnification

- (a) Enbridge shall indemnify, defend and hold the IESO, the Government of Ontario, the members of the Government of Ontario's Executive Council, and their respective directors, officers and employees (collectively, the "**IESO Indemnitees**") harmless for, from and against:
 - (i) any and all claims, demands, suits, losses, damages, liabilities, penalties, obligations, payments, costs and expenses and accrued interest thereon (including the costs and expenses of, and accrued interest on, any and all actions, suits, proceedings for personal injury (including death) or property damage, assessments, judgments, settlements and compromises relating thereto and, subject to Section 11.4(c)(ii), reasonable lawyers' fees and reasonable disbursements in connection therewith) (each, an "**Indemnifiable Loss**"), asserted

against or suffered by the IESO Indemnitees relating to, in connection with, resulting from, or arising out of:

- (A) a failure by Enbridge to pay Participants incentives for which Enbridge is responsible;
- (B) Enbridge's or its Representatives fraud, gross negligence or wilful misconduct; or
- (C) any and all claims, demands, suits or proceedings commenced or asserted against any IESO Indemnatee by an unaffiliated third party relating to, in connection with, resulting from, or arising out of:
 - (1) any negligence or other tortious acts or omissions of Enbridge or its Representatives; or
 - (2) any breach by Enbridge or its Representatives of any representations, warranties, agreements and covenants contained in this Agreement,

except in each case to the extent attributable to the negligence or other tortious acts or omissions, fraud, gross negligence or wilful misconduct of any IESO Indemnitees or the failure of any IESO Indemnitees to comply with the terms of this Agreement or Applicable Laws.

- (b) The IESO shall indemnify, defend and hold Enbridge, its affiliates, and each of the foregoing Persons' respective directors, officers and employees, (collectively, the "**Enbridge Indemnitees**") harmless for, from and against:
 - (i) any and all Indemnifiable Loss, asserted against or suffered by the Enbridge Indemnitees relating to, in connection with, resulting from, or arising out of:
 - (A) a failure by the IESO to pay Participants incentives for which the IESO is responsible;
 - (B) the IESO's or its Representatives fraud, gross negligence or wilful misconduct; or
 - (C) any and all claims, demands, suits or proceedings commenced or asserted against any Enbridge Indemnatee by an unaffiliated third party relating to, in connection with, resulting from, or arising out of:

- (1) any negligence or other tortious acts or omissions of the IESO or its Representatives; or
- (2) any breach by the IESO or its Representatives of any representations, warranties, agreements and covenants contained in this Agreement,

except in each case to the extent attributable to the negligence or other tortious acts or omissions, fraud, gross negligence or wilful misconduct of any Enbridge Indemnitees or the failure of any Enbridge Indemnitees to comply with the terms of this Agreement or Applicable Laws.

11.2 Exclusion of Consequential Damages and Limitation of Liability

- (a) Notwithstanding any other provision in this Agreement, in no event will either Party be liable to the other Party for any special, indirect, incidental, punitive or consequential damages or loss of profits or loss of use of any property, including claims of Participants or Service Providers of the Parties for any such damages or losses, whether based on tort, negligence, contract, strict liability or otherwise with respect to this Agreement, provided that the foregoing shall not apply to each Party's fraud, gross negligence or wilful misconduct or obligations in respect of Article 6 or in respect of obligations pursuant to Section 11.1(a) or Section 11.1(b).
- (b) The total cumulative liability of Enbridge, on the one hand, and the IESO, on the other hand, other than (i) pursuant to Section 11.1(a) or Section 11.1(b) and (ii) in respect of the liability contemplated by Section 11.2(a), whether based on tort, negligence, contract, strict liability or otherwise with respect to this Agreement shall not exceed during the period of the Initial Term or during the period of any individual Extension Term an amount equal to [REDACTED].

11.3 Third Party Beneficiary

- (a) The IESO hereby appoints Enbridge as trustee for each of the Enbridge Indemnitees (other than Enbridge) of the covenants and indemnities of the IESO under this Article 11 with respect to such Enbridge Indemnitees and Enbridge accepts such trust and agrees to hold and enforce such covenants and indemnities on behalf of such Enbridge Indemnitees. Enbridge shall be entitled to enforce the rights of such Enbridge Indemnitees as third-party beneficiaries under such covenants and indemnities. In addition, each Enbridge Indemnitee shall be entitled to enforce the applicable covenants and indemnities of Article 11 in its own right and will not be required to add Enbridge as a party to any proceedings for such enforcement. The trust

created in favour of each Enbridge Indemnatee may not be revised or revoked without the prior written consent of such Enbridge Indemnatee.

- (b) Enbridge hereby appoints the IESO as trustee for each of the IESO Indemnitees (other than the IESO) of the covenants and indemnities of Enbridge under this Article 11 with respect to such IESO Indemnitees and IESO accepts such trust and agrees to hold and enforce such covenants and indemnities on behalf of such IESO Indemnitees. The IESO shall be entitled to enforce the rights of such IESO Indemnitees as third-party beneficiaries under such covenants and indemnities. In addition, each IESO Indemnatee shall be entitled to enforce the applicable covenants and indemnities of Article 11 in its own right and will not be required to add the IESO as a party to any proceedings for such enforcement. The trust created in favour of each IESO Indemnatee may not be revised or revoked without the prior written consent of such IESO Indemnatee.
- (c) The IESO agrees to include in their agreements with the Service Providers in relation to the Home Renovation Savings Program and any Program Stream an indemnity in favour of the Enbridge Indemnitees which provides the same indemnification protections as set out in Section 11.1. Enbridge agrees to include in their agreements with the Service Providers in relation to the Home Renovation Savings Program and any Program Stream an indemnity in favour of the IESO Indemnitees which provides the same indemnification protections as set out in Section 11.1. The Parties shall use Commercially Reasonable Efforts to enforce the rights of IESO Indemnitees or Enbridge Indemnitees, as applicable, as third-party beneficiaries under such service agreements.
- (d) In the event that any Party has entered into an agreement prior to the Signing Date with a Service Provider that does not include an indemnity contemplated by Section 11.3(c) (a "Prior Agreement"), the Parties agree that:
 - (i) It shall not be a breach of this Agreement for any such Prior Agreement to not include the indemnity contemplated by Section 11.3(c); and
 - (ii) The applicable Party shall promptly following the Signing Date use Commercially Reasonable Efforts to renegotiate any Prior Agreement to add the indemnity contemplated by Section 11.3(c).

11.4 Indemnification Process

- (a) If a Party hereto becomes aware of a claim subject to indemnification under this Agreement, such Party (the "**Indemnified Party**") shall promptly notify the other Party (the "**Indemnifying Party**") of the existence of such claim and reasonable particulars relating thereto, provided that any failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its

indemnification obligations, except and only to the extent that the Indemnifying Party is actually materially prejudiced thereby.

- (b) In the event such indemnification claim does not involve a third party, the Indemnifying Party shall have 30 days to investigate and respond in writing. If the Indemnifying Party disputes the validity or amount of the indemnification claim, the Indemnifying Party shall provide notice of the dispute to the Indemnified Party within the 30-day period specified above. The dispute notice must describe in reasonable detail the nature of the dispute. The Indemnifying Party and the Indemnified Party shall attempt in good faith to resolve the dispute, and if no resolution is reached within 30 days the Indemnified Party is free to pursue all rights and remedies available to it. If the Indemnifying Party fails to respond in writing to the Indemnified Party within the 30-day period first specified above, the Indemnifying Party is deemed to have accepted liability for the indemnification claim.
- (c) In the event such indemnification claim involves a third party, then the Indemnifying Party may request to undertake carriage of and assume and perform the defence of the third party claim at its own cost and expense, provided, however:
 - (i) that the Indemnifying Party shall not be entitled to assume or perform the defence of any such third party claim:
 - (A) if the Indemnified Party does not agree thereto, acting reasonably and in good faith;
 - (B) the Indemnifying Party has not acknowledged in writing its obligation to indemnify the Indemnified Party in respect of such third party claim;
 - (C) such third party claim is reasonably likely to result in criminal proceedings in respect of the Indemnified Party or its business;
 - (D) the Indemnifying Party failed or is failing to vigorously prosecute or defend such third party claim, as determined by the Indemnified Party, acting reasonably; or
 - (E) settlement of, or an adverse judgment with respect to, such third party claim is likely to establish a precedential custom or practice materially adverse to the continuing business interests or reputation of the Indemnified Party; and
 - (ii) where the Indemnified Party does not agree to the Indemnifying Party assuming or performing the defence, and Section 11.4(c)(i)(B) and Section 11.4(c)(i)(D) do not apply, then:

- (A) the costs and expenses of the defence (including advisor fees) shall be borne by the Indemnified Party (and are not subject to reimbursement); and
- (B) such third party claim may not be settled or compromised by the Indemnified Party without the prior written consent of the Indemnifying Party, such consent not to be unreasonably withheld, conditioned or delayed.

ARTICLE 12

TERMINATION AND SUSPENSION

- 12.1 The Parties may mutually agree to terminate this Agreement (including all Program Stream Attachments), or, from time to time, a specific Program Stream Attachment.
- 12.2 For greater certainty, either Party may elect not to extend the Term in accordance with Section 2.2.
- 12.3 Notwithstanding any other term or condition in this Agreement, either Party may terminate this Agreement (including all Program Stream Attachments) or any Program Stream Attachment if:
 - (a) Enbridge does not receive OEB approval for its 2026-2030 Demand Side Management Plan Application (File No. EB-2024-0198) or its OEB Natural Gas DSM Framework in respect of any subsequent period during the Term, or upon Enbridge being unable to fund the Home Renovation Savings Program sufficiently going forward;
 - (b) the IESO is directed to do so by the Minister or if the OEB orders Enbridge to do so (or otherwise enters a decision of the same effect), as applicable;
 - (c) funding to the IESO for the Home Renovation Savings Program is terminated, suspended, or revoked;
 - (d) in accordance with Section 13.2(a)(ii) or
 - (e) upon the material breach by the other Party of Article 6 of this Agreement and such material breach is not cured within 30 days of the written notice of such breach being provided to the breaching Party,
 - (f) upon the material breach by the other Party of the terms of this Agreement (excluding Article 6) or obligations to pay incentives to Participants in accordance with any Program Stream Attachment, and such material breach is not cured within 30 days of the written notice of such breach being provided to the breaching Party, provided that prior to giving the notice of termination

described below, the Parties must first undertake the dispute resolution steps in accordance with Section 14.1 *mutatis mutandis*,

by giving a notice in writing to other Party specifying the date upon which such termination becomes effective, such termination date to be: (i) in the case of termination pursuant to subsection (a), (c) or (d), a date that is at least 180 days from the date of the notice (or such shorter period as the Parties may mutually agree, acting reasonably, having regard to the time needed to ensure that the continued delivery of any applicable Program Stream is not negatively impacted by the termination), (ii) in the case of termination pursuant to subsection (b) or (c), a date consistent with the direction of the Minister or OEB, and (iii) in the case of termination pursuant to subsection (e) or (f), a date that is at least 90 days from the date of the notice.

- 12.4 Notwithstanding any other term or condition in this Agreement, either Party may suspend its acceptance of new applications for participation within a Program Stream if such Party is unable to fund payment of incentives to Participants to such applicants in accordance with the Program Stream Attachment by giving a notice in writing to other Party specifying the date upon which such suspension becomes effective, such suspension date to be at least 90 days from the date of the notice.
- 12.5 Following receipt of such written termination or suspension notice specified in Section 12.3 or 12.4 or expiration or non-renewal of this Agreement in accordance with Article 2, the Parties shall:
- (a) use Commercially Reasonable Efforts to minimize the expenses incurred in connection with the Home Renovation Savings Program and the applicable Program Stream Attachments;
 - (b) the Parties will ensure that each terminated Program Stream is wound down in an orderly manner without compromising the rights of any Participant in the Program Stream to receive any incentive payment to which the Participant is or becomes entitled to receive pursuant to a Participant Agreement entered into by the Participant prior to the date on which the termination of the Program Stream became effective;
 - (c) upon request of either Party, the other Party shall provide reasonable transition support to the requesting Party at the cost and expense (such cost and expense limited to the costs and expenses agreed by the Parties for such services in accordance with Schedule A plus reasonable out-of-pocket, documented costs and expenses) of the requesting Party for a reasonable period of time which shall include, without limitation, obligations on each Party to (A) maintain for a 120 day transition period the ability of the other Party to access Home Renovation Savings Program Information hosted on the first Party's portal so that the other Party can itself copy and download all such

information, and (B) if the requesting Party is unable to download the information using Commercially Reasonable Efforts, the first Party will copy the information and transfer it to the other Party; and

- (d) upon the request of the IESO and at no cost to the IESO (except where Enbridge has terminated pursuant to Section 12.3(e) or 12.3(f), in which case it shall be at the sole cost and expense of the IESO, with such cost and expense limited to the costs and expenses agreed by the Parties for such services in accordance with Schedule A plus all reasonable out-of-pocket, documented costs and expenses), Enbridge will continue to host at the Home Renovation Savings Program URL and maintain the Home Renovation Savings Plan Webpages for a period of 120 days from and after the termination. Enbridge shall use reasonable efforts to assist with the transition of hosting and maintenance of such webpages to the IESO or a third party identified by the IESO. For greater certainty, the cost and expense of such transition shall be borne by the IESO, with such cost and expense limited to reasonable mutually agreed upon (with both parties acting reasonably and in good faith), documented costs and expenses (provided that where the costs and expenses are not agreed on, Enbridge shall have no obligation to complete the activities or services for which such cost or expense was not agreed).

- 12.6 Following receipt of such written termination or suspension notice as defined in Sections 12.3, or 12.4 or expiration or non-renewal of this Agreement in accordance with Article 2, no new Program Stream Attachment may be executed by the Parties.

ARTICLE 13

APPLICABLE LAW AND CHANGES OF LAW

13.1 Compliance with Applicable Laws

- (a) Each Party will comply with all Applicable Laws required to be complied with in the performance of its obligations pursuant to this Agreement or its Handling of Home Renovation Savings Program Information, which may include privacy legislation (including FIPPA and PIPEDA), workers' compensation and employment standards Applicable Law, Canada's anti-spam legislation, *Ontarians with Disabilities Act, 2001*, *Accessibility for Ontarians with Disabilities Act* and *Ontario's Human Rights Code*.
- (b) Each Party will obtain and maintain in good standing, each material licence, permit, certificate, registration, authorization, consent or approval of any Governmental Authority, to the extent necessary or appropriate to carry out its obligations under this Agreement.

13.2 Change of Law

- (a) In the event that either Party, acting reasonably, considers that any provision of this Agreement is invalid, inapplicable, or unenforceable by a change of Applicable Law, or if the basis therefor is changed materially, then:
 - (i) the Party considering such provision to be invalid, inapplicable or unenforceable may propose, by notice in writing to the other Party, a replacement provision and the Parties shall then engage in good faith negotiations to replace such provision with a valid, enforceable, and applicable provision, the economic effect of which substantially reflects that of the invalid, unenforceable, or inapplicable provision which it replaces;
 - (ii) if the Parties agree that amendments to this Agreement are required pursuant to this Section and the negotiations set out above are not successful, then if the Parties are unable to agree on all such issues and any amendments required to this Agreement (the “**Replacement Provision(s)**”) within thirty (30) days after the receipt of the notice above, then the Replacement Provision(s) shall be determined by dispute resolution procedures set out in Article 14, provided that if such dispute resolution procedures do not result in a binding resolution within 60 days, either party may terminate this Agreement; and
 - (iii) the terms of this Agreement shall be amended by agreement of the Parties with such agreement or amendment, as applicable, having effect as of the date of the invalidity, inapplicability or unenforceability, as the case may be and the remaining provisions will continue in full force.

ARTICLE 14 DISPUTE RESOLUTION

14.1 Senior Conference

- (a) If either Party considers that a dispute has arisen under or in connection with this Agreement that the Parties cannot resolve, then such Party may deliver a notice to the other Party describing the nature and the particulars of such dispute. Within ten (10) Business Days following delivery of such notice to the other Party, a senior executive (Vice-President or higher) from each Party shall meet, either in person or by telephone (the “**Senior Conference**”), to attempt to resolve the dispute.
- (b) The Parties shall use Commercially Reasonably Efforts to cause their respective senior executives attending a Senior Conference to be informed

with all relevant background information in respect of the dispute and to be prepared to propose a resolution to the dispute.

14.2 Other

- (a) If a dispute is not resolved, following the Senior Conference or twenty (20) Business Days following delivery of the notice referenced in Section 14.1(a), either Party may refer the unresolved dispute to the courts or, if both Parties agree, the unresolved dispute may be referred to mediation, arbitration or some other form of dispute resolution.

ARTICLE 15 MISCELLANEOUS

15.1 Governing Law

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each Party attorns to the jurisdiction of the courts of the Province of Ontario.

15.2 Amendments and Waivers

- (a) Except as expressly provided in this Agreement, no amendment or waiver of any provision of this Agreement shall be binding unless executed in writing by both Parties to be bound thereby.
- (b) No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver or operate as a waiver of, or estoppel with respect to, any subsequent failure to comply unless otherwise expressly provided.

15.3 Survival

- (a) Article 1, Article 6, Article 7, Article 8, Article 9, Section 10.1(a), Section 10.1(b), Section 10.1(c), Section 10.3, Article 11, Section 12.5, Section 12.6, Section 13.1(a), Article 14, Section 15.1, this Section 15.3, Section 15.4, Section 15.5, Section 15.7, Section 15.10 and all other provisions stated to survive this Agreement shall survive the termination of this Agreement. Schedule E and Section 2.4.3 and Articles 3 and 4 of Schedule A shall survive the termination of this Agreement.

15.4 Assignment

- (a) Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned by either Party, including by operation of Applicable Laws, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

15.5 Expenses.

- (a) Except as otherwise expressly provided in this Agreement each Party shall pay for its own costs and expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement.
- (b) Each Party shall be responsible for paying any of its Service Providers or suppliers for any services or products that the Party acquires from such provider or supplier in connection with the Home Renovation Savings Program or this Agreement, including in respect of any costs or expenses that the Parties have agreed to share pursuant to Schedule A.

15.6 Entire Agreement

- (a) This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement. There are no warranties, conditions, or representations (including any that may be implied by statute) and there are no agreements in connection with the subject matter of this Agreement except as specifically set forth or referred to in this Agreement. No reliance is placed on any warranty, representation, opinion, advice or assertion of fact made by a Party to this Agreement, or its directors, officers, employees or agents, to the other Party to this Agreement or its directors, officers, employees or agents, except to the extent that the same has been reduced to writing and included as a term of this Agreement.

15.7 Notices

- (a) Unless expressly stated otherwise, any demand, notice, consent, authorization or other communication required or permitted to be given in connection with this Agreement must be given in writing and will be given by personal delivery or sent by prepaid registered mail or email, in each case addressed to the recipient as follows:

To the IESO:

Independent Electricity System Operator
120 Adelaide Street West, Suite 1600
Toronto, ON M5H 1T1

Attention: Tam Wagner, Director - Demand Side Management

Email: Tam.wagner@ieso.ca
(with a copy to general.counsel@ieso.ca)

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

Attention: Ian Macpherson, Director Energy Conservation & Energy Transition Planning

Email: ian.macpherson@enbridge.com
(with a copy to EGILawContracts@enbridge.com)
(and with a copy to, in the event of notice in respect of a Privacy Breach or Privacy Event vendorbreach@enbridge.com)

or to such other address, individual or email address as may be designated by notice given by either Party to the other Party in the same manner. Any demand, notice, consent, authorization or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof or, if given by registered mail, on the fifth Business Day following the deposit thereof in the mail, or if given by email, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day. If the Party giving the demand, notice, consent, authorization or other communication knows or ought reasonably to know of any difficulties with the postal system that might affect the delivery of mail, any such demand, notice, consent, authorization or other communication may not be mailed but must be given by personal delivery or email.

15.8 Counterparts and Electronic Execution

- (a) This Agreement may be signed and delivered in any number of counterparts, each of which when signed and delivered is an original but all of which taken together constitute one and the same instrument. Any counterpart signature transmitted by sending a scanned copy by electronic mail or similar electronic transmission will be deemed to be an original signature.
- (b) Each Party agrees that any electronic signatures, whether digital or encrypted, of either of the Parties affixed to this Agreement are intended to authenticate this record and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a Party with the intent to authenticate such record, including documents

executed, scanned and transmitted electronically and electronic signatures applied using IESO-approved document signing software.

15.9 Independent

- (a) The Parties are independent of each other, and this Agreement is not intended to create or document an agency, partnership, joint venture, employment, or franchise relationship between the Parties.

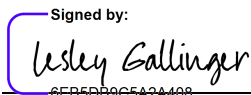
15.10 Further Assurances

- (a) Each of the IESO and Enbridge will from time to time execute and deliver all such further documents and instruments and do all acts and things as the other Party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

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IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the date first above written.

**INDEPENDENT ELECTRICITY SYSTEM
OPERATOR**

Signed by:

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Signature

Lesley Gallinger

Printed Name

President & CEO

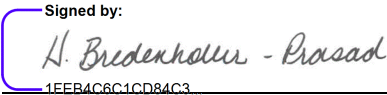
Title

2025-07-07 | 13:02 EDT

Date

I have the authority to bind the corporation.

ENBRIDGE GAS INC.

Signed by:

1FEB4C6C1CD84C3...

Signature

Heidi Bredenholler-Prasad

Printed Name

VP, GDS Commercial, Strategy, and Business
Development

Title

2025-07-07 | 10:47 EDT

Date

I have the authority to bind the corporation.

SCHEDULE A

HOME RENOVATION SAVINGS PROGRAM GENERAL REQUIREMENTS

See attached.

SCHEDULE B
INTENTIONALLY OMITTED

SCHEDULE C
ENBRIDGE TRADEMARKS

Enbridge



SCHEDULE D
IESO TRADEMARKS

Save on Energy



Home Renovation Savings Program



The Independent Electricity System Operator (IESO)

SCHEDULE E
SECURITY REQUIREMENTS

See attached.

SCHEDULE F
STYLE GUIDELINE

See attached.

Schedule 5.1(c)
IESO Breaches



Schedule 5.1(d)
Enbridge Breaches

None.

SCHEDULE A: HOME RENOVATIONS SAVINGS PROGRAM GENERAL REQUIREMENTS

This Schedule (“**Schedule A**”) forms part of the Collaboration and Cooperation Agreement (the “**Agreement**”) between the Independent Electricity System Operator (“**IESO**”) and Enbridge Gas Inc. (“**Enbridge**”) signed as of July 7, 2025 and effective as of October 4, 2024, as may be amended from time to time.

ARTICLE 1: INTERPRETATION

1.1 Definitions

Capitalized terms used in this Schedule A have the meanings set out below. All other capitalized terms used in this Schedule A and not otherwise defined will have the meaning set out in the Agreement.

“**Approved Labour Expenses**” means Labour Expenses agreed upon in a Shared Expense Forecast and incurred by a Party solely in relation to the administering and delivery of mutually agreed upon elements of the Home Renovation Savings Program (e.g., hosting and maintaining the Home Renovation Savings Program Webpages), including any mutually agreed upon Program Stream, on behalf of both Parties, excluding Labour Expenses associated with managing a Party’s employees or administering their employment, including compensation or benefits. Approved Labour Expenses may include the types of expenses (in respect of the roles and functions performed) included on the tab “Salary EGI” in the illustrative Shared Expenses Forecast attached hereto as Appendix B (it being understood that Appendix B is meant to be illustrative in nature for the types of Labour Expenses that will constitute Approved Labour Expenses, and not a binding forecast).

“**CDM-IS**” means the ‘Conservation and Demand Management Information System’ accessed through Online IESO.

“**Eligible Measure**” means any of the conservation or demand management measures (including any applicable audits and/or assessments) identified in any Program Stream Attachment to be implemented by a Participant in consideration for an Incentive Payment included in the Home Renovation Savings Program, including any Program Stream.

“**EM&V Protocol**” has the meaning given to it in Section 2.4.2(b).

“Evaluation Supplier” means one or more independent third-party suppliers contracted by the IESO or the Parties to verify data reported by Enbridge or the IESO, using the EM&V Protocol, as applicable.

“IESO Market Rules” means the rules made under Section 32 of the Electricity Act, 1998 (Ontario), together with all market manuals, policies, and guidelines issued by IESO, in its capacity as to make, administer and enforce such rules, as may be amended from time to time.

“Incentive Payment” means a financial incentive or rebate paid or payable by one or both Parties to a Participant pursuant to a Participant Agreement under the Home Renovation Savings Program.

“Labour Expenses” means salary or other payroll compensation or benefits on a fully allocated cost basis in respect of either Party’s employees. In respect of Enbridge, Labour Expenses shall be calculated at the fully allocated cost rate of Enbridge’s employees as described in the Affiliate Relationship Code (ARC) for Gas Utilities issued by the OEB. The ARC defines “fully-allocated cost” to mean the sum of direct costs plus a proportional share of indirect costs on page 3 of the ARC. For the purposes of this Agreement, fully-allocated cost excludes a return on invested capital.

“Launch Date” means January 28, 2025.

“Launch Work Plan” has the meaning given to it in Section 2.1.1 (a).

“Marketing and Outreach Plan” has the meaning given to it in Section 2.1.1 (c).

“OEB” means the Ontario Energy Board.

“Online IESO” means the web-based registration system that allows a person to complete a variety of interactive business tasks and post information to the IESO, notably for the purposes of accessing CDM-IS.

“Program Delivery Expenses” means Shared Expenses incurred by a Party from and including the Launch Date until and including the day on which this Agreement expires or terminates.

“Program Requirements” means the requirements (including eligibility requirements) to be set out in Program Stream Attachments for participation in the corresponding Program Stream.

“Program Set-up Expenses” means those duly documented and mutually agreed upon costs and expenses reasonably incurred by a Party from and including October 4, 2024 until and including January 27, 2025 in connection with the start up and promotion of the Home Renovations Savings Program.

“Reimbursable Incentive Payments” has the meaning given to it in Section 3.3 (b).

“Reporting Submission” means a report, in the form requested by the IESO as may be updated from time to time and made available in CDM-IS, submitted by Enbridge to the IESO for approval via Online IESO, in accordance with Article 3 of this Agreement, to enable receipt of payments under this Agreement.

“Shared Expenses” means those duly documented and mutually agreed upon costs and expenses reasonably incurred by one Party during the Term in connection with the delivery of the Home Renovation Savings Program for marketing and outreach, program administration, contractor engagement, training and management, and Call Centre services that are to be reimbursed, in whole or in part, by the other Party in accordance with this Agreement, reasonable costs of legal translations determined in accordance with Section 2.1.4(c), and the Program Set-Up Expenses set out in Appendix A. For clarity, (a) Shared Expenses includes any and all Approved Labour Expenses and (b) Shared Expenses excludes any and all (i) Incentive Payments, (ii) Labour Expenses that are not Approved Labour Expenses, (iii) Program Set-up Expenses that are not set out in Appendix A, (iv) fees or expenses incurred in respect of legal services and (v) GST/HST incurred by and recoverable by the incurring Party as an input tax credit.

“Shared Expenses Cap” means any cap on aggregate or individual Shared Expenses identified in a Shared Expenses Forecast.

“Shared Expenses Forecast” means: (i) a written forecast and allocation of Shared Expenses and corresponding Shared Expenses Cap, if any, for each category of Shared Expenses that have been mutually agreed upon by the Joint Management and Operational Committee (which approval shall be evidence that a Party has satisfied its respective internal approval and governance requirements), and (ii) any written amendments to the forecast or allocation of Shared Expenses including (A) to account for changes in the scope or nature of Shared Expenses, including the addition or termination of a Program Stream and (B) to avoid a Cross-subsidy, as may be mutually agreed to by the Joint Management and Operational Committee from time to time (which approval shall be evidence that a Party has satisfied its respective internal approval and governance requirements). An illustrative example of the Shared Expenses Forecast is attached hereto as Appendix B.

“Team Lead” means, in respect of each Party, such Party’s supervisory representative responsible for providing general oversight of the Home Renovation Savings Program.

1.2 Appendices

The following appendix is attached to and form part of this Schedule A:

1.2.1 Appendix A – Shared Expenses Forecast (Program Set-up Expenses)

1.2.2 Appendix B – Illustrative Example of Shared Expenses Forecast

1.2.3 Appendix C – Labour Expenses Summary Template

ARTICLE 2: TASKS, DELIVERABLES AND RESPONSIBILITIES

2.1 Home Renovation Savings Program Set-Up

2.1.1 Work Plans

(a) Enbridge and the IESO acknowledge and agree that as of the Signing Date, the Parties have collaborated and cooperated in the development of pre-launch activities and that such work was done in an acceptable manner. The Parties acknowledge Appendix A includes the Program Set-up Expenses in respect of such pre-launch activities.

(b) The IESO’s and Enbridge’s plans for promoting the Home Renovation Savings Program to the target audiences with the goal of successfully achieving targets will be set out in a marketing and outreach plan that is mutually agreed upon by the Joint Management and Operational Committee (**“Marketing and Outreach Plan”**). The Joint Management and Operational Committee may amend or modify the Marketing and Outreach Plan from time to time, and shall review the Marketing and Outreach Plan at least as frequently as on an annual basis. The Marketing and Outreach Plan will cover, at a minimum:

- i. Activities and initiatives that will be rolled out to effectively market the Home Renovation Savings Program;
- ii. The approach to engaging and attracting potential Participants to the Home Renovation Savings Program;
- iii. The marketing materials (e.g., training materials, media materials and customer materials) that will be developed and deployed to support

marketing and outreach and the additional marketing tactics that will be implemented including paid social media, search engine advertising, flyer drops, contractor webinars, utility bill inserts and sell sheets; and

- iv. Identification of the risks and barriers to participation and potential mitigating strategies.

(c) The Joint Management and Operational Committee will mutually agree on all Program administration and implementation materials, including the following (which may be amended by the Joint Management and Operational Committee from time to time):

- i. A description of the Home Renovation Savings Program Webpages;
- ii. A description of the Enbridge Program Stream Portal and IESO Program Stream Portal;
- iii. A description of quality assurance procedures;
- iv. Service levels, including in respect of the hosting of the Home Renovation Savings Program Webpages, Enbridge Program Stream Portal and IESO Program Stream Portal, the administration of and reporting on the Home Renovation Savings Program, the processing of applications and claims from Participants, and the operation of the Call Centre; and
- v. Mutually agreed upon notification obligations and related escalation paths for any failure to meet an agreed-upon service level.

2.1.2 Home Renovation Savings Portals

(a) Enbridge and the IESO, respectively, will ensure that the Enbridge Program Stream Portal and the IESO Program Stream Portal will enable: (A) access by Participants, Contractors and Service Providers and prospective Participants, Contractors and Service Providers to information about the Program Stream, including forms to be submitted to apply to participate in the Program Stream, (B) access by the other Party to its Home Renovation Savings Program Information, (C) monitoring of Home Renovation Savings Program activity, and (D) reporting on Electricity Savings, Natural Gas Savings and Non-Regulated Fuel Savings.

(b) Each Party will ensure that, as applicable, the Enbridge Program Stream Portal or IESO Program Stream Portal will facilitate quality assurance/quality control and reporting by including:

- i. Controls and audit processes to verify eligibility to participate in the Home Renovation Savings Program;
- ii. Mandatory fields for applicants to provide information on any other financial incentives received by the applicant that may impact the calculation of any cap on Incentive Payments under the Home Renovation Savings Program or any Program Stream (as described in the relevant Program Requirements); and
- iii. Back-end reporting capabilities that enable the Parties to quickly produce accurate reports regarding Home Renovation Savings Program activities and results.

(c) Each Party will design and operate, as applicable, the Enbridge Program Stream Portal or IESO Program Stream Portal to ensure that Participant data will be collected and stored in compliance with the Security Requirements Schedule and stored and maintained in Canada.

2.1.3 Home Renovation Savings Webpages

Enbridge will ensure that the Home Renovation Savings Program Webpages include the following features:

- i. Information about the Home Renovation Savings Program, including information about each Program Stream;
- ii. A hyperlink to Enbridge's privacy policy;
- iii. A hyperlink to the IESO's privacy policy;
- iv. Website terms of use; and
- v. Such other features as may be mutually agreed upon by the Joint Management and Operational Committee.

The form and Content of the Home Renovation Savings Program Webpages will be mutually agreed upon by the Joint Management and Operational Committee.

2.1.4 Accessibility and Language

All public-facing materials in respect of the Home Renovation Savings Program, including the Enbridge Program Stream Portal, the IESO Program Stream Portal, the Home Renovation Savings Program Webpages, the 'coming soon' webpages and all marketing, communications and language transactions, will be:

- (a) Within 10 Business Days of the Signing Date Compliant with O. Reg. 191/11: Integrated Accessibility Standards Regulation under the Accessibility for Ontarians with Disabilities Act (AODA);
- (b) Conform to the World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) accessible websites and web content requirements; and
- (c) Upon the request of either Party be available in both the English and French languages, except that the Parties agree and acknowledge the availability of materials in French may not be available immediately upon the Launch Date, and provided that (A) where the Parties agree such costs are reasonable in nature and the translation is reasonably necessary, such translation costs shall be shared by the Parties, (B) where one Party (acting reasonably and in good faith) does not view the costs as reasonable in nature, such Party shall be responsible only for its share of such costs that it views as being reasonable, and (C) where one Party (acting reasonably and in good faith) does not view the translation as being reasonably necessary, such translation costs shall be borne solely by the requesting Party.

2.1.5 Home Renovation Savings Program Data

The IESO and Enbridge will collaborate and mutually agree on the data to be collected through the Enbridge Program Stream Portal, the IESO Program Stream Portal, the Home Renovation Savings Program Webpages and the Program Streams. General categories of data to be collected in respect of the Home Renovation Savings Program include: (A) 'Coming Soon' webpage information (i.e., email addresses of potential Participants), (B) applicant information, (C) Participant information, (D) evaluation, measurement and verification data and assessments, (E) Contractor information (e.g., HVAC Contractors who perform energy audits in connection with the audit Program Stream), and (F) website tracking and analytics data. Requirements are expected to be adjusted from time to time through collaboration of the Joint Management and Operational Committee and on a mutually agreed upon schedule.

2.1.6 Internal Information Portal

The IESO shall develop, maintain and host, in accordance with the Security Requirements set out on Schedule E, a data sharing portal for the sharing of Confidential Information between the Parties (e.g., budgets, forecasts and other Home Renovation Savings Program informational materials). The IESO shall host such site for the duration of the Term in accordance with the Security Requirements set out on Schedule E. The IESO shall ensure both Parties have access to the materials on such portal at all times. The Joint Management and Operational Committee shall approve material changes to the portal protocols.

2.2 Program Enrollment; Approval of Content

2.2.1 Marketing and Outreach

- (a) The IESO and Enbridge will collaborate and mutually agree on the implementation of marketing and outreach activities, in accordance with the Marketing and Outreach Plan, and with the goal of maximizing enrollment amongst the target market.
- (b) The Marketing and Outreach Plan, all marketing materials and all other Content developed or used in support of the Home Renovation Savings Program, including the IESO Content, the Enbridge Content and any Content forming part of the Home Renovation Savings Program Webpages, Enbridge Program Stream Portal or IESO Program Stream Portal, must comply with the Brand Rules and be mutually approved by the Joint Management and Operational Committee.
- (c) Either Party may request from time to time that changes be made to the marketing materials or other Content developed or used in support of the Home Renovation Savings Program. The IESO and Enbridge will work together in good faith to consider and use Commercially Reasonable Efforts to implement any approved changes.

2.2.2 Program Name and Logo

- (a) The IESO and Enbridge agree that the Home Renovation Savings Program trademark will be used to market the Home Renovation Savings Program. The IESO and Enbridge will collaborate and mutually agree upon a logo that includes the Home Renovation Savings Program trademark.
- (b) The IESO may receive instructions from the Ministry regarding the inclusion of the Ontario government's trillium logo on specific webpages or documents in

connection with the Home Renovations Savings Program. The IESO and Enbridge agree that they will use Commercially Reasonable Efforts to comply with and implement such instructions.

2.2.3 Program Documentation

(a) The IESO and Enbridge will collaborate and mutually agree upon terms and conditions of the Program Documentation applicable to each Program Stream, and the application process through which Participants will be presented with Program Documentation (including the applicable Participant Agreement) for acceptance.

(b) As applicable, the IESO and Enbridge will from time to time collaborate and mutually agree upon updates to one or more of the Program Documentation and the process through which Participants in the corresponding Program Stream will be presented with such updates for acceptance.

2.3 Technical and Support Tasks, Deliverables and Responsibilities

2.3.1 Application Support

The processes for receiving applications, verifying eligibility in accordance with the relevant Program Requirements and approving or rejecting payment of the applicable Incentive Payments will be set out in each Program Stream Attachment.

2.3.2 Call Centre

(a) Commencing on the Launch Date, the IESO will, or will cause a Service Provider to, provide Participant support via a contact centre which may include one or more channels, such as one or more toll-free telephone numbers (which would be set up by the IESO) or one or more dedicated email addresses (to be set up by Enbridge) to accept Home Renovation Savings Program-related inquiries, which may include questions about how to participate in the Home Renovation Savings Program, the application process, the use of the Enbridge Program Stream Portal or the IESO Program Stream Portal, the relevant Program Requirements, the applicable Participant Agreement, and the status of applications. The IESO will, or will cause a Service Provider to, respond to inquiries from Contractors who provide services to individual Participants in connection with satisfying Program

Requirements. Notwithstanding the foregoing, the Attic Program Stream call center shall be run internally by Enbridge on the same terms as the foregoing.

(b) The Parties (or the Joint Management and Operational Committee) shall jointly establish the days and hours of operation of the Call Centre services, acting reasonably, having regard to the volume of Participant inquiries.

(c) The IESO and Enbridge will each provide information and documentation to the IESO's Service Provider, and support the Service Provider's training of its call centre personnel, as is reasonably required to allow the Service Provider to effectively and efficiently respond to and resolve: (i) inquiries by Participants relating to the Home Renovation Savings Program, (ii) inquiries by Participants relating to any Program Stream in which the IESO or Enbridge, as applicable, makes available one or more incentives to Participants, and (iii) inquiries by Contractors in connection with satisfying Program Requirements.

(d) The IESO is responsible for the sourcing of the performance by any such Service Provider.

2.4 General Administration

2.4.1 Reporting

On a timeframe mutually agreed to by the Joint Management and Operational Committee, the Parties will provide each other with a report summarizing the key data and metrics in respect of the Program Streams for which the reporting Party is responsible. The form and content of the reports will be set out in the program management documentation run prepared by the Team Leads and will be mutually agreed upon by the Joint Management and Operational Committee. The types of data and metrics included in each report will be mutually agreed to by the Joint Management and Operational Committee in respect of each Program Stream.

2.4.2 Evaluation, Measurement and Verification (EM&V)

(a) The IESO shall work together in good faith with the OEB to prepare and mutually agree upon an evaluation, measurement and verification protocol (including the scope, processes and output thereof) to be implemented to determine and verify the Electricity Savings, Non-Regulated Fuel Savings and

Natural Gas Savings achieved under the Home Renovations Savings Program (the “**EM&V Protocol**”). The EM&V Protocol shall provide for one joint evaluation of the Home Renovations Savings Program, but the output shall be bifurcated in a manner acceptable to the IESO and the OEB such that it can be used by Enbridge, in respect of the Natural Gas Savings, and by the IESO, in respect of Electricity Savings and Non-Regulated Fuel Savings for their internal and external reporting purposes. The IESO and the OEB will work with an Evaluation Supplier to conduct an evaluation of the Home Renovation Savings Program, including individual Program Streams, to determine and verify Electricity Savings, Non-Regulated Fuel Savings and Natural Gas Savings achieved, in accordance with the EM&V Protocol, and related program-related factors, such as cost effectiveness. The final EM&V Protocol shall be provided to Enbridge reasonably in advance of any Evaluation Supplier commencing work under the EM&V Protocol.

(b) The Parties agree to cooperate in good faith in facilitating the implementation and execution of the EM&V Protocol, including but not limited to permitting and facilitating site visits, process interviews, providing documentation, surveys, studies, audits, evaluations or verifications. Without limiting the foregoing, Enbridge and IESO will reasonably support the Evaluation Supplier(s) upon request by:

- i. Communicating and coordinating with the other Party and the Evaluation Supplier to facilitate the Home Renovation Savings Program’s evaluation process;
- ii. Providing details, including the available meter data, regarding Participants to the extent necessary to determine and verify Electricity Savings, Non-Regulated Fuel Savings and Natural Gas Savings achieved, as requested by the other Party or the Evaluation Supplier;
- iii. Providing the other Party or the Evaluation Supplier with access to electronic copies of necessary files, information and data, and analysis; and
- iv. Ensuring availability of appropriate staff for interview, on request of the other Party or the Evaluation Supplier.

2.4.3 Public Announcements and Other Disclosures

The Parties will not publish or distribute any media releases, public announcements or external disclosures of any nature relating to this Agreement or its subject matter or use or display the name or any trademark of the other Party (including in any advertising, promotional materials or publicity releases) without the other Party's prior written consent, such consent not to be unreasonably withheld, delayed or conditioned, except as expressly contemplated by Sections 7.3 and 7.4 of the Agreement. Notwithstanding the foregoing, either Party may make disclosures if required by Applicable Law (including to comply with the rules of any stock exchange that any Party or any shareholder thereof may be subject); provided, however, that where any such disclosure is required by Applicable Law, to the extent legally permissible, the Party making the disclosure will notify the other Party of the content of the proposed disclosure and will use its Commercially Reasonable Efforts to obtain the other Party's approval of the content prior to the disclosure.

2.4.4 Escalations

Support requests received that cannot be resolved without the direct involvement of Enbridge, in respect of Program Streams run by Enbridge, or the IESO, in respect of Program Streams run by the IESO, will be redirected to Enbridge or the IESO, respectively, using one or more toll-free telephone numbers (to be set up by Enbridge, in respect of Natural Gas Savings, and the IESO, in respect of Electricity Savings or Non-Regulated Fuel Savings) and one or more dedicated email addresses (to be provided by Enbridge or the IESO, respectively). The applicable Party will respond to any such request within three (3) Business Days and use commercially reasonable efforts to resolve each request within five (5) Business Days.

2.5 Service Providers

(a) A Party may retain one or more Service Providers in connection with performing the tasks, deliverables or responsibilities of such Party pursuant to this Agreement provided that: (i) such Party provides the other Party with prior written notice of at least 20 Business Days of its intention to engage the Service Provider, (ii) such Party ensures that the Service Provider is bound by enforceable terms and conditions at least as protective as the terms and conditions of the Agreement applicable to the tasks, deliverables or responsibilities to be performed by the Service Provider, including but not limited to (to the extent applicable) those relating to confidentiality, privacy, security and data protection, and intellectual property rights; (iii) without derogating from subsection (ii), such Party allows the other Party to review the contractual terms applicable to the performance of the applicable tasks,

deliverables or responsibilities by the Service Provider (including fees payable to the Service Provider to the extent that there may be an obligation on the other Party to reimburse the first Party for some or all of the fees), and (iv) such Party proceeds with engaging the Service Provider only if any reasonable objections of the other Party, including in respect of the contractual terms, are resolved to the satisfaction of both Parties, acting reasonably and in good faith then the contracting Party may execute the agreement but, subject to the outcome of any related Senior Conference under Section 14.1 of the Agreement, all costs and expenses in connection with or arising from such agreement shall be borne by the contracting Party and shall be excluded from cost-sharing under this Agreement. This Section 2.5(a)(i) through (iv) shall take effect from and after the Signing Date, provided that each Party shall (X) notify the other Party within 45 Business Days of the Signing Date of any gaps (including the nature of such gaps) identified in respect of any of such agreement entered into by such Party prior to the Signing Date and (Y) use all Commercially Reasonable Efforts to remediate any such gaps identified within a commercially reasonable timeframe where it would be reasonably prudent to do so. If any gap impacts the protection of Personal Information or any obligations under Applicable Law, either Party may submit the issue to a Senior Conference under Section 14.1 of the Agreement for direction on efforts and timing for mitigating any related risks.

(b) A Party that retains a Service Provider in connection with performing the tasks, deliverables or responsibilities of such Party pursuant to this Agreement will be responsible for the Service Providers compliance with all applicable terms and conditions of the Agreement and any acts or omissions of the Service Provider relating thereto (including any breach of the Agreement).

(c) Except as may be set out in this Agreement (including a Program Stream Attachment), each Party will be solely responsible for fees or charges payable to any Service Provider that it retains in connection with performing the tasks, deliverables or responsibilities of such Party pursuant to this Agreement.

2.5.2 Contractors

The Parties will collaborate and cooperate in the development of, and the provision of training, information and support to, one or more networks of Contractors who will be retained by Participants or prospective Participants

in connection with their applications to participate in a Program Stream or satisfying Program Requirements. Any specific material requirements for each Party will be laid out in the Program Stream Attachment and/or Program Documentation.

ARTICLE 3: SHARED EXPENSES, INCENTIVE PAYMENTS AND INVOICING

3.1 Shared Expenses

- (a) Except as otherwise expressly provided in this Agreement in respect of Shared Expenses documented in a Shared Expenses Forecast, each Party will pay for its own costs and expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement.
- (b) The Shared Expenses Forecast covering Program Set-up Expenses is attached as Appendix A. On an annual basis (or such other mutually agreed upon timeframe), the members of the Joint Management and Operational Committee will work together in good faith to mutually agree on, and obtain any required approvals within their respective organizations for, a Shared Expenses Forecast covering Program Delivery Expenses in respect of the subsequent year of the Term (or other agreed upon time period). The Parties acknowledge and agree that the Shared Expenses Forecast attached hereto as Appendix B is meant to be illustrative of the types of expenses that are to be included in subsequent Shared Expense Forecasts in order for the Program to be administered as contemplated on the Signing Date. The Parties acknowledge and agree that subsequent Shared Expenses Forecasts will be agreed to on an annual basis by the members of the Joint Management and Operational Committee, acting reasonably and in good faith. In the event the Parties cannot agree to a Shared Expense Forecast for any future year, the Parties shall continue to operate under the previously approved Shared Expense Forecast and the Shared Expense Forecast shall be submitted to a Senior Conference under Section 14.1 of the Agreement.
- (c) At least once each quarter, the members of the Joint Management and Operational Committee will review the current Shared Expenses Forecast to assess whether any written amendments to the forecast or allocation of Shared Expenses is required (A) to account for changes in the scope or nature of Shared Expenses, including the addition or termination of a Program Stream, or (B) to avoid a Cross-subsidy. The members of the Joint Management and Operational Committee will work together in good faith using Commercially Reasonable

Efforts to amend the Shared Expenses Forecast as needed, including by adjusting the sharing of expenses that the Joint Management and Operational Committee mutually agrees has resulted in, or will result in, a Cross-subsidy.

- (d) Each Party will use Commercially Reasonable Efforts to incur Shared Expenses following prudent commercial practices and in accordance with such Party's approval register which (i) in the case of the IESO, is the IESO Organizational Authority Register approved by the IESO Board of Directors October 18, 2024, as amended, restated or replaced from time to time, and (ii) in the case of Enbridge, is the Enbridge Delegation of Authority version 9.0 approved May 6, 2025, as amended, restated or replaced from time to time.
- (e) Except with the prior written agreement of the other Party, in no event will a Party seek or be entitled to receive reimbursement of Shared Expenses in an amount that exceeds its share of any Shared Expenses (as agreed to in the applicable Shared Expenses Forecast) or any applicable Shared Expenses Cap. In the event that a Shared Expense is expected to exceed the applicable Shared Expenses Cap, the Party with responsibility for paying a third party's invoice for the Shared Expense may seek the prior written approval of the Joint Management and Operational Committee to increase the applicable Shared Expenses Cap. Each Party will act reasonably and in good faith when considering any request to increase the applicable Shared Expenses Cap.
- (f) The Parties acknowledge and agree that any cost or expense that is directly or indirectly contingent on the volume of Participants shall not be subject to a Shared Expenses Cap unless otherwise agreed by the Joint Management and Operational Committee.

(g) [REDACTED]

- (h) Enbridge will provide prompt notice to the IESO if the OEB amends, updates or reissues its Affiliate Relationship Code (ARC) for Gas Utilities.

3.2 Incentive Payments

- (a) Each Party will fund and make all Incentive Payments duly owing to any Participants for any Program Stream for which it is responsible in accordance with the Agreement, including the applicable Program Stream Attachment. No

Party shall have any obligation to pay or fund any Incentive Payments that do not meet the appropriate Program Requirements for the applicable Program Stream and as determined by the Party responsible for that stream, acting in good faith.

- (b) Enbridge will make all Incentive Payments when the applicable Incentive Payment forms part of a Program Stream that Enbridge delivers on its own behalf or on behalf of both Parties. The IESO will reimburse Enbridge for any such Incentive Payment made by Enbridge in accordance with this Agreement, including any applicable Program Stream Attachment, to the extent the Incentive Payment is made to a Participant in respect of an Eligible Measure for Electricity Savings or Non-Regulated Fuel Savings (**“Reimbursable Incentive Payments”**).
- (c) The IESO will make all Incentive Payments when the applicable Incentive Payment forms part of a Program Stream that the IESO delivers on its own behalf. In the case of a Program Stream that the IESO delivers on behalf of both Parties, the IESO will make any Incentive Payment owing to a Participant in respect of an Eligible Measure for Electricity Savings or Non-Regulated Fuel Savings and Enbridge will make any Incentive Payment owing to a Participant in respect of an Eligible Measure for Natural Gas Savings.
- (d) For greater certainty, in the event either the IESO or Enbridge provides incorrect information to the other Party that directly causes the other Party to make an incentive payment that is greater than the Incentive Payment required, the providing Party shall be liable for the amount of the overpayment to the paying Party.
- (e) Operational processes and record-keeping requirements with respect to Reimbursable Incentive Payments and Enbridge making Incentive Payments pursuant to subsection (c) will be mutually agreed on by the Joint Management and Operational Committee and documented in applicable Program Stream Attachments or Program Documentation.
- (f) In connection with the planning and preparation of each Program Stream, and thereafter throughout the duration of a Program Stream, the Team Leads will share with each other any budgets established within the IESO or Enbridge, as applicable, in respect of forecasted Incentive Payments for the Program Stream.

3.3 Invoicing

(a) All payments in respect of Shared Expenses and Reimbursable Incentive Payments will be calculated and invoiced in accordance with the requirements of Article 3. No amounts will be payable until properly due in accordance with the terms of Article 3.

3.4 Process for Payments to Enbridge

(a) Enbridge agrees to receive all payments under this Agreement via electronic funds transfer into its bank account registered with the IESO in the system known as “Online IESO”.

(b) Enbridge is required to register as a “Program Participant” (as defined in the IESO Market Rules) with the IESO through Online IESO. Enbridge is required to execute and deliver to IESO, the standard form of the IESO’s Market Participation Agreement in order to register as a “Program Participant” (as defined in the IESO Market Rules) and gain access to Online IESO. The Parties acknowledge and agree that: (i) Enbridge’s registration as a Program Participant and the execution and delivery of the IESO Market Participation Agreement in connection with this Agreement are solely to enable Enbridge to gain access to Online IESO for payment and payment administration purposes, and (ii) the terms and conditions of the IESO Market Participation Agreement and the IESO Market Rules shall be entirely inoperative and inapplicable to IESO and Enbridge in relation to this Agreement. The Parties further acknowledge and agree that: (iii) nothing in this Agreement precludes Enbridge from participating in the IESO-Administered Markets (as defined in the IESO Market Rules) in other capacities, outside the scope of this Agreement, and (iv) if Enbridge does so participate, the IESO Market Participation Agreement and IESO Market Rules shall apply to such other capacities or activities outside the scope of this Agreement, but shall remain entirely inoperative and inapplicable to IESO and Enbridge in relation to this Agreement. The form of agreement can be found on the IESO website or on the IESO Market Rules and Manuals Library webpage under the title “Participation Agreement (MDP_AGR_0012)” (as may be updated from time to time).

(c) Subject to any additional or conflicting invoicing requirements set out in this Article 3, Enbridge may invoice the IESO for the IESO’s share of the Shared Expenses or for Reimbursable Incentive Payments payable pursuant to this Article 3 in accordance with the following requirements (other than

Shared Expenses or for Reimbursable Incentive Payments incurred prior to the Signing Date, which shall be reconciled by the Parties on a mutually agreed timeline):

- i. Reporting Submissions are to be submitted to the IESO via the CDM-IS reporting platform in Online IESO on a monthly basis by the fifth Business Day of the month following the billing month. A separate Reporting Submission is to be submitted to the IESO for each Program Stream in respect of which Enbridge is seeking recovery of Shared Expenses or Reimbursable Incentive Payments for the applicable month. At the time of the Reporting Submission, Enbridge will also provide to the IESO (i) all invoices in hardcopy and/or electronic format (or as otherwise required by the IESO) with any supporting detail required by the IESO to satisfy its internal accounting requirements and review process and (ii) either (A) timesheets or (B) a completed Labour Expenses Summary in the form of the template attached as Appendix C (each submitted summary to approved in writing (signature required) on behalf of Enbridge by an employee at the level of Manager, Residential Energy Conservation or more senior), in either case covering any Approved Labour Expenses, accounting for the work performed by each Enbridge employee, with time for each employee being allocated to the specific position titles identified in the applicable Shared Expense Forecast, and will be subject to acceptance by the IESO. Enbridge's invoices will separately identify any taxes and conform to the requirements communicated from time to time to Enbridge by the IESO. Any credits or set-offs owing to the IESO will be deducted from the Shared Expenses or Reimbursable Incentive Payments (i.e., in favour of the IESO) and each invoice will clearly itemize such deductions and identify net Shared Expenses or Reimbursable Incentive Payments payable. HST will be invoiced to the IESO by Enbridge on the net Shared Expenses and Reimbursable Incentive Payments, as applicable. Any credits or set-offs owing to Enbridge will be deducted from the Shared Expenses or Reimbursable Incentive Payments (i.e., in favour of Enbridge) and each invoice issued by the IESO in accordance with Section 3.5 will clearly itemize such deductions and identify net Shared Expenses or Reimbursable Incentive Payments payable. HST will be invoiced to Enbridge by the IESO on the net Shared Expenses and Reimbursable Incentive Payments, as applicable. Enbridge will provide accurate invoices to

the IESO and will promptly address invoice inaccuracies identified by Enbridge or the IESO through system and business process changes in order that the IESO consistently receives accurate and timely invoices.

- ii. The IESO will review the Reporting Submission for accuracy and completeness, along with the invoices and other supporting detail required by the IESO and will either reject the Reporting Submission or proceed with approval for payment. Only approved Reporting Submissions submitted in Online IESO will be eligible for payment to Enbridge.
 - iii. In instances where the Reporting Submission is not approved by the IESO for any reason (other than a dispute of an amount, which will proceed in accordance with Article 14 of the Agreement), the IESO will identify its reasons for not accepting the Reporting Submission (including any errors, discrepancies or deficiencies) to Enbridge in writing. Enbridge will address the noted items and resubmit the revised Reporting Submission, along with the invoices and other supporting detail required by the IESO, for approval within ten (10) Business Days of receipt of the rejection notice.
- (d) Upon the IESO's approval of the Reporting Submission, along with the invoices and other supporting detail required by the IESO, Enbridge will receive payment via electronic funds transfer within 60 days. The amount that the IESO is required to pay Enbridge will be reduced by any Shared Expenses incurred by the IESO for which Enbridge is responsible (as reported by the IESO to, and accepted by, Enbridge under Section 3.5(a), together with (i) all invoices in hardcopy and/or electronic format (or as otherwise required by Enbridge) and any supporting detail required by Enbridge to satisfy its internal accounting requirements and review process and (ii) timesheets or a completed Labour Expenses Summary in the form of the template attached as Appendix C (each submitted summary to approved in writing (signature required) on behalf of the IESO by an employee at the level of Manager, Residential Energy Conservation or more senior), in either case covering any Approved Labour Expenses accounting for the work performed by each employee of the IESO, with time for each employee being allocated to the specific position titles identified in the applicable Shared Expense Forecast).

(e) A failure by Enbridge to submit a Reporting Submission by the fifth Business Day of the month following the billing month will result in the Reporting Submission being processed in the following month.

3.5 Process for Payments to the IESO

(a) On a monthly basis, the IESO will provide (in addition to the evidence listed in Section 3.4(d)), an invoice to Enbridge for Enbridge's share of the Shared Expenses or for Reimbursable Incentive Payments payable (including by way of set-off) pursuant to this Article 3. Such invoices will separately identify any taxes and conform to the requirements communicated from time to time to the IESO by Enbridge. Enbridge will review the invoice for accuracy and completeness, along with the other supporting detail required by Enbridge, and will either reject the invoice or approval the invoice for payment (including by set-off).

(b) The IESO will provide accurate invoices to Enbridge and will promptly address invoice inaccuracies identified by Enbridge or the IESO through system and business process changes in order that Enbridge consistently receives accurate and timely invoices.

(c) In instances where an invoice is not approved by Enbridge for any reason (other than a dispute of an amount, which will proceed in accordance with Article 14 of the Agreement), Enbridge will identify its reasons for not accepting the invoice (including any errors, discrepancies or deficiencies) to the IESO in writing. The IESO will address the noted items and resubmit its revised invoice, along with the invoices from Service Providers and other supporting detail required by Enbridge, for approval within ten (10) Business Days of receipt of the rejection notice.

(d) For any month during the Term in which the Shared Expenses incurred by the IESO for which Enbridge is responsible (as reported by the IESO to Enbridge in a properly delivered invoice and accepted by Enbridge) exceed the Shared Expenses and Reimbursable Incentive Payments set out in Reporting Submissions received and accepted by the IESO, the IESO will invoice Enbridge for the amount owing to the IESO. Enbridge will pay any such invoice within 60 days of issuance or, if Enbridge has a valid basis for rejecting the invoice as being contrary to the terms of the Agreement, within 60 days of the IESO issuing a replacement invoice.

3.6 Disputed Fees

A Party may withhold payment of any portion of any amounts due to the other Party under this Agreement that the Party disputes in good faith until such dispute is resolved in accordance with this Section 3.6 and, for greater certainty, any such withholding will not thereby constitute or be deemed to constitute a default or breach by such Party of this Agreement. A Party that withholds payment will notify the other Party in writing of the specific amounts that it disputes, which notice will describe in detail the Party's reason for disputing each such amount. If the dispute remains unresolved five (5) Business Days after delivery of the notice, either Party may refer the Dispute for resolution in accordance with the process set out Article 14 of the Agreement. Failure by a Party to withhold payment will not affect the Party's right to later dispute the amounts due to the other Party.

ARTICLE 4: TAXES

4.1 Tax Responsibility

- (a) The Party paying the other Party for any Shared Expenses will pay any applicable sales tax(es) on the Shared Expenses. The Party being reimbursed for Shared Expenses will provide to the other Party sufficient supporting documentation, as requested by the other Party, acting reasonably, to facilitate and support such Party in claiming input tax credits in respect of the Shared Expenses. In addition, if a Party has reasonable grounds to challenge the validity of any sales tax imposed on the Shared Expenses, the party seeking reimbursement of the Shared Expenses will provide reasonable assistance to the other Party with such challenge.
- (b) Each Party will be responsible for all taxes and amounts exigible on, imposed, in respect of, or relating to the revenues earned by such Party, including taxes based on its own capital or net income, employment taxes in respect of its personnel, and taxes on any property owned by it, and will be responsible for arrangements to pay all such taxes in a timely manner when due and payable.
- (c) Each Party may deduct or withhold from any payments to the other Party any amount required to be withheld or deducted in accordance with Applicable Law. The other Party will be solely responsible for claiming any applicable tax credits related to such deductions or withholdings.

APPENDIX A – SHARED EXPENSES FORECAST (PROGRAM SET-UP EXPENSES)

See attached.

APPENDIX B – ILLUSTRATIVE EXAMPLE OF SHARED EXPENSES FORECAST

See attached.

APPENDIX C – LABOUR EXPENSES SUMMARY TEMPLATE

See attached.

HRS Budget Sheet

	Spend			Split	
Year	IESO	EGI	Total	IESO	EGI
2024 Start Up Costs	\$ 337,745	\$ 280,695	\$ 618,439	55%	45%
2025 Total	\$ 47,436,491	\$ 43,392,620	\$ 90,829,111	52%	48%
<i>Total Delivery</i>				59%	41%
<i>Total Promo</i>				29%	71%
<i>Total Overarching Admin</i>				44%	56%
Total PM Costs (w/o Incentive)				40%	60%
<i>Total Incentive</i>				54%	46%
2026 Total	\$ 58,601,778	\$ 46,140,183	\$ 104,741,961	56%	44%
<i>Total Delivery</i>				57%	43%
<i>Total Promo</i>				28%	72%
<i>Total Overarching Admin</i>				39%	61%
Total PM Costs (w/o Incentive)				38%	62%
<i>Total Incentive</i>				59%	41%
2027 Total					
<i>Total Delivery</i>					
<i>Total Promo</i>					
<i>Total Overarching Admin</i>					
Total PM Costs (w/o Incentive)					
<i>Total Incentive</i>					
Total 3 Year Budget					
<i>Total Delivery</i>					
<i>Total Promo</i>					
<i>Total Overarching Admin</i>					
Total PM Costs (w/o Incentive)					
Total PM rounded up					
<i>Total Incentive</i>					

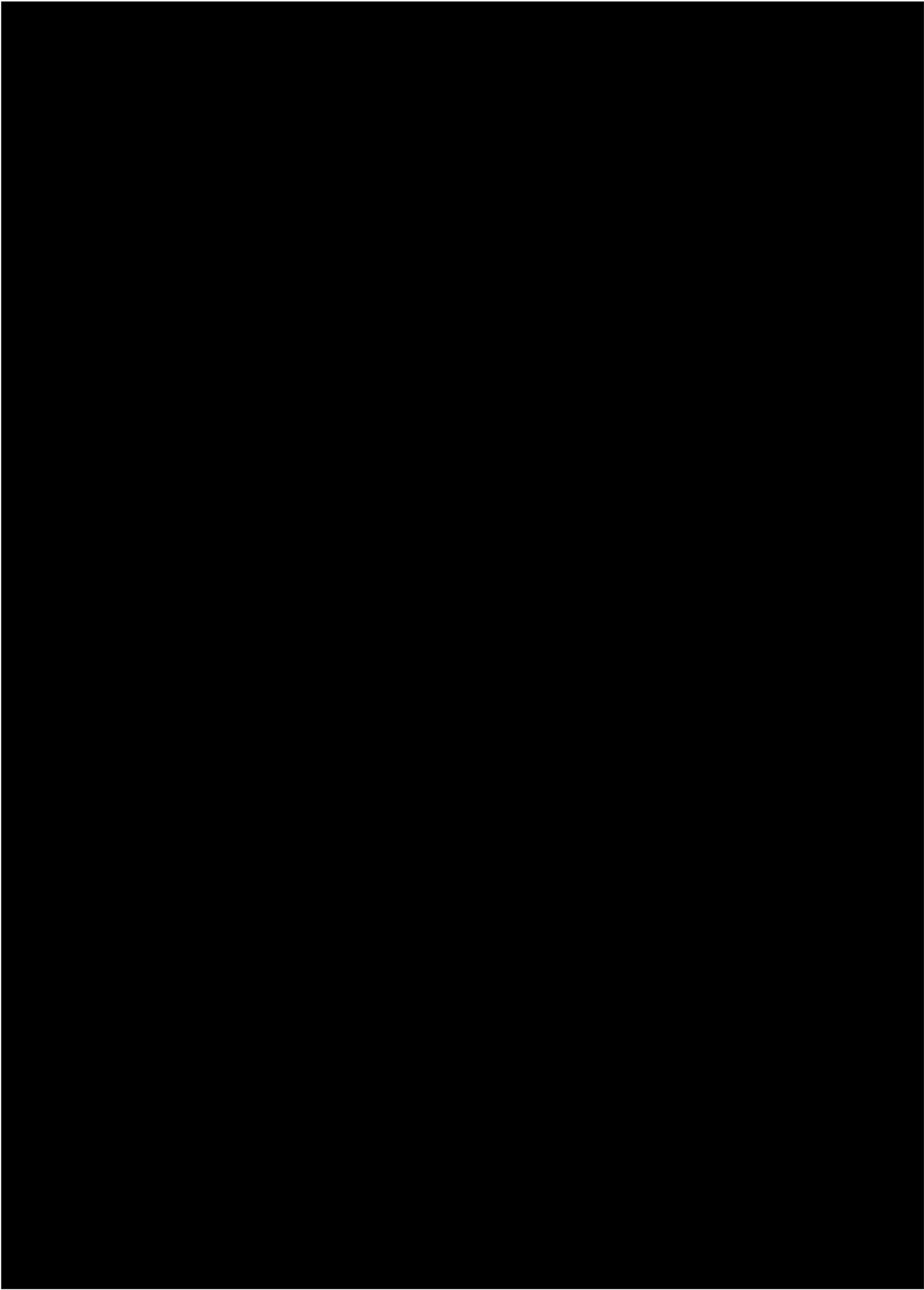
		Qty	Budget forecast split		Participants		Contribution Percentage								
Program Costs		Rate	Cost allocator	Enbridge	IESO	Enbridge	IESO	Total 2025 projected HRS cost	25 Projected Enbrid	2025 Projected IESO	Enbridge	IESO	Source	Notes	
Salary Costs Sub total		FAC rate						\$		\$	63%	37%	EGI- Reimbursed by IESO		
2025 Salary		FAC rate						\$		\$	63%	37%	EGI- Reimbursed by IESO		
TIS Costs			Fixed		50%	50%		\$		\$	50%	50%	EGI- Reimbursed by IESO		
EM&V					50%	50%		\$		\$	50%	50%	TBD		
Summerhill Call Centre (all streams exc. 12.0			Fixed+		50%	50%		\$		\$	55%	45%	Summerhill (IESO contract)		
Dropzone Annual License			Fixed		50%	50%		\$		\$	50%	50%	DropZone (EGI contract)		
Canada Post API Costs			Participants		70%	30%		\$		\$	70%	30%	Canada Post (EGI pays)		
Legal translations			Fixed		50%	50%		\$		\$	50%	50%	IESO- Reimbursed by EGI		
Program Costs Total								\$	3,970,035.95	\$	2,232,528.27	\$	1,737,507.68		
HRS Assessment								\$	45,384,210.00	\$	26,170,185.00	\$	19,214,025.00		
Delivery		Rate						9,955			54%	46%			
Customer Satisfaction Survey			Fixed		50%	50%					50%	50%	EGI- Reimbursed by IESO		
Dropzone Annual Support and Maintenance			Fixed		50%	50%					50%	50%	DropZone (EGI contract)		
DropZone Ad Hoc		12.0			50%	50%					50%	50%	DropZone (EGI contract)		
Enbridge Fulfillment		\$	Participants					9,955			54%	46%	EGI- Reimbursed by IESO		
Enbridge E-transfer		\$	Participants					-					EGI- Reimbursed by IESO		
Promotion			Fixed		75.0%	25.0%					75%	25%	EGI- Reimbursed by IESO		
Incentive								9,955			57%	43%			
Post Audit NS		\$ 150.00	Fixed Allocated		66%	34%		9,955			66%	34%	EGI- Reimbursed by IESO		
Post Audit POWE		\$ 150.00	Fixed Allocated		0%	100%					0%	100%	EGI- Reimbursed by IESO		
Pre Audit Inspection Rebate NS		\$ 450.00	Participants		66%	34%		9,955			66%	34%	EGI- Reimbursed by IESO		
Pre Audit Inspection Rebate POWE		\$ 450.00	Participants		0%	100%					0%	100%	EGI- Reimbursed by IESO		
End User Rebate Natural Gas Home		\$ 1,550.00	Fixed Allocated		88%	12%		9,955			100%	0%	EGI- Reimbursed by IESO		
End User Rebate Electric Homes		\$ 1,325.00	Fixed Allocated		0%	100%		3,500			41%	59%	EGI- Reimbursed by IESO		
End User Oil Rebate Homes		\$ 1,325.00	Fixed Allocated		0%	100%					0%	100%	EGI- Reimbursed by IESO		
End User Propane Rebate Homes		\$ 1,325.00	Fixed Allocated		0%	100%					0%	100%	EGI- Reimbursed by IESO		
End User Wood Rebate Homes		\$ 1,325.00	Fixed Allocated		0%	100%					0%	100%	EGI- Reimbursed by IESO		
HRS Smart Thermostat								41,505							
Delivery								\$	6,210,248.75	\$	5,916,613.81	\$	293,634.94	97%	3%
SaaS Annual Subscription fees		12.0	Fixed		69%	31%					69%	31%			
Ad Hoc Summerhill Rebates as a service			Fixed		100%	0%					71%	29%	Summerhill (Enbridge contract)		
System Support Services			Fixed		72%	28%					72%	28%	Summerhill (Enbridge contract)		
Ecobee Portal fees			Participants		67%	33%					67%	33%	Summerhill (Enbridge contract)		
QAQC Summerhill - Post purchase POWE			Participants		100%	0%					100%	0%	Ecobee - EGI		
Promotion			Fixed		95%	5%	12,452				95%	5%	Summerhill (Enbridge contract)		
Incentive					95%	5%					95%	5%	EGI- Reimbursed by IESO		
End User Rebate Natural Gas Home		\$ 85.00	Fixed Allocated		100%	0%	41,505				98%	2%			
End User Rebate Electric Homes		\$ 85.00	Fixed Allocated		100%	0%			3,527,925.00	\$	3,527,925.00	\$	100%	0%	Summerhill - EGI to directly fund admin/incentives
End User Oil Rebate Homes		\$ 85.00	Fixed Allocated		0%	100%					0%	100%	Summerhill - IESO to reimburse Enbridge for admin		
End User Oil Rebate Homes		\$ 85.00	Fixed Allocated		0%	100%					0%	100%	Summerhill - IESO to reimburse Enbridge for admin		
End User Propane Rebate Homes		\$ 85.00	Fixed Allocated		0%	100%					0%	100%	Summerhill - IESO to reimburse Enbridge for admin		
End User Wood Rebate Homes		\$ 85.00	Fixed Allocated		0%	100%					0%	100%	Summerhill - IESO to reimburse Enbridge for admin		
Post Purchase POWE Cheque		\$ 85.00	Fixed Allocated		0%	100%					0%	100%	Summerhill - IESO to pay directly		
HRS Heat Pump								3,500							
Delivery								\$	21,906,071.00	\$	5,270,968.00	\$	16,635,103.00	44%	56%
Summerhill Monthly GA Fee (HP)		12.0	Fixed		50%	50%					51%	49%			
Contractor Training					50%	50%					50%	50%	Summerhill (IESO contract)		
In Field Audit Program					50%	50%					50%	50%	Summerhill (IESO contract)		
DropZone Ad Hoc		12.0			50%	50%					50%	50%	DropZone (EGI contract)		
Summerhill DropZone					50%	50%					50%	50%	Summerhill (IESO contract) sub-contractor: Parachute		
Summerhill Outreach Fees (Trade Ally Engagement and Manag			Fixed		50%	50%					50%	50%	Summerhill (IESO contract) sub-contractor: Parachute		
Exit Survey (C-SAT)			Fixed		50%	50%					50%	50%	IESO - Reimbursed by EGI		
Enbridge Fulfillment			Participants		100%	0%	3,500				100%	0%	EGI in-house		
Enbridge E-transfer			Participants		100%	0%							EGI in-house		
Summerhill Fulfillment			Participants		0%	100%					0%	100%	Summerhill (IESO fulfillment contract)		
Summerhill E-Transfer			Participants		0%	100%							Summerhill (IESO fulfillment contract)		
Promotion			Fixed								19%	81%	EGI- Reimbursed by IESO		
Incentive											23%	77%			
End User Rebate Natural Gas Home		\$ 1,300.00	Fixed Allocated		100%	0%	3,500		4,550,000.00	\$	4,550,000.00	\$	100%	0%	Enbridge in-house
End User Rebate Electric Homes		\$ 3,500.00	Fixed Allocated		0%	100%					0%	100%	Summerhill (IESO pays directly)		
End User Oil Rebate Homes		\$ 3,500.00	Fixed Allocated		0%	100%					0%	100%	Summerhill (IESO pays directly)		
End User Propane Rebate Homes		\$ 3,500.00	Fixed Allocated		0%	100%					0%	100%	Summerhill (IESO pays directly)		
End User Wood Rebate Homes		\$ 3,500.00	Fixed Allocated		0%	100%					0%	100%	Summerhill (IESO pays directly)		
HRS Attic								3,015							
Delivery								\$	4,326,005.00	\$	3,802,325.00	\$	523,680.00	90%	10%
Enbridge Fulfillment		\$	Participants				3,015				59%	41%			
Enbridge E-transfer		\$	Participants								90%	10%	EGI- Reimbursed by IESO		
Participant survey			Fixed		50%	50%							EGI- Reimbursed by IESO		
DropZone Ad Hoc		6.0			50%	50%					50%	50%	DropZone (EGI contract)		
Attic call centre line		5.0			50%	50%									
Website and Database setup			Fixed		50%	50%					50%	50%	EGI- Reimbursed by IESO		
Dropzone Buildout and Setup			Fixed		50%	50%					50%	50%	DropZone (EGI contract)		
Dropzone Annual Support and Maintenance			Fixed		50%	50%					50%	50%	DropZone (EGI contract)		
Promotion			Fixed		90%	10%					90%	10%	EGI- Reimbursed by IESO		
Incentive											89%	11%			
End User Rebate Natural Gas Home		\$ 1,023.00	Fixed Allocated		100%	0%	3,015		3,084,345.00	\$	3,084,345.00	\$	100%	0%	EGI in-house
End User Rebate Electric Homes		\$ 1,100.00	Fixed Allocated		0%	100%					0%	100%	EGI- Reimbursed by IESO		
End User Oil Rebate Homes		\$ 1,100.00	Fixed Allocated		0%	100%					0%	100%	EGI- Reimbursed by IESO		
End User Propane Rebate Homes		\$ 1,100.00	Fixed Allocated		0%	100%					0%	100%	EGI- Reimbursed by IESO		
End User Wood Rebate Homes		\$ 1,100.00	Fixed Allocated		0%	100%					0%	100%	EGI- Reimbursed by IESO		
HRS Appliances								NA							
Delivery		\$	Fixed Allocated		0	100%					0%	100%			
Incentive		\$	Fixed Allocated		0	100%							Summerhill (IESO pays directly)		
													IESO to directly fund incentives		
HRS Solar/ Storage															
Delivery								\$		\$	0%	100%			
Summerhill Monthly GA Fee		12.0	Fixed		0%	100%					0%	100%	Summerhill (IESO contract)		
Summerhill Outreach Fees (Trade Ally Engagement and Manag			Fixed		0%	100%					0%	100%	Summerhill (IESO contract)		
Monthly fixed fee - QAQC			Fixed +		0%	100%					0%	100%	Summerhill (IESO contract)		
Promotion			Fixed		0%	100%					0%	100%	IESO		
Incentive			Participants		0%	100%					0%	100%			
Solar		\$	Participants		0%	100%					0%	100%	IESO to directly fund incentives		
Solar Storage		\$	Participants		0%	100%					0%	100%	IESO to directly fund incentives		
Total Forecast								\$	90,829,110.70	\$	43,392,620.08	\$	47,436,490.62	48%	52%
Total Delivery								\$		\$		\$		41%	59%
Total Promo								\$		\$		\$		71%	29%
Total Incentive								\$		\$		\$		46%	54%
Total Overarching								\$		\$		\$		56%	44%
PM costs (no incentive)								\$		\$		\$			

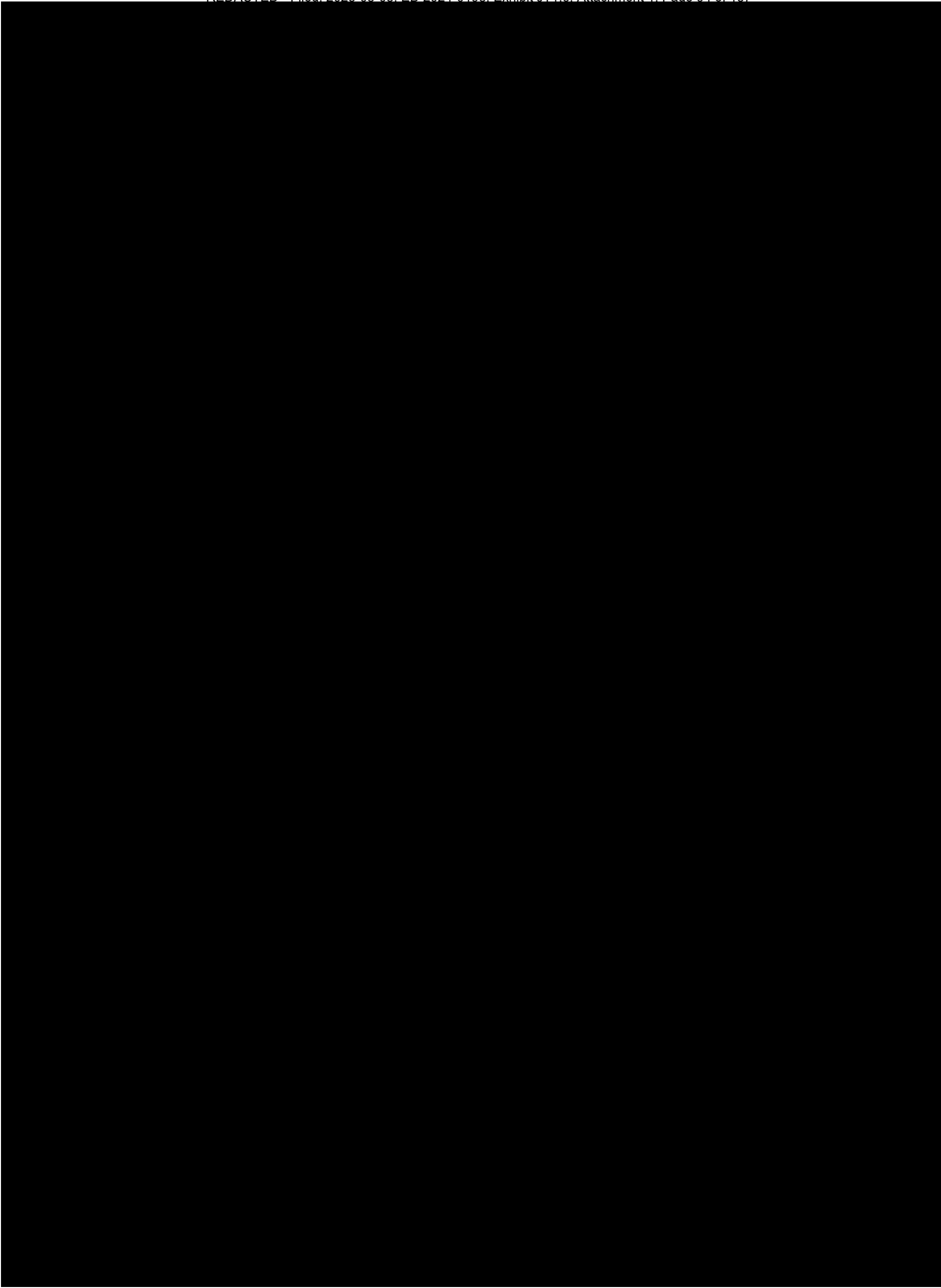
Program Costs	Qty	Rate	Cost allocator	Budget forecast split		Participants		Can remove or use as check					Contribution Percentage		Source	Notes		
				Enbridge	IESO	Enbridge	IESO	Total 2023 projected HRS cost	2026/ 2027 cost *20%	2026/2027 Projected Enbridge	2026/2027 Projected IESO	Total 2026	Enbridge	IESO				
Salary Costs Sub total			FAC rate					\$		\$		\$		\$	72%	28%	EGI- Reimbursed by IESO	
2026 Salary			FAC rate					\$		\$		\$		\$	72%	28%	EGI- Reimbursed by IESO	
								\$		\$		\$		\$				
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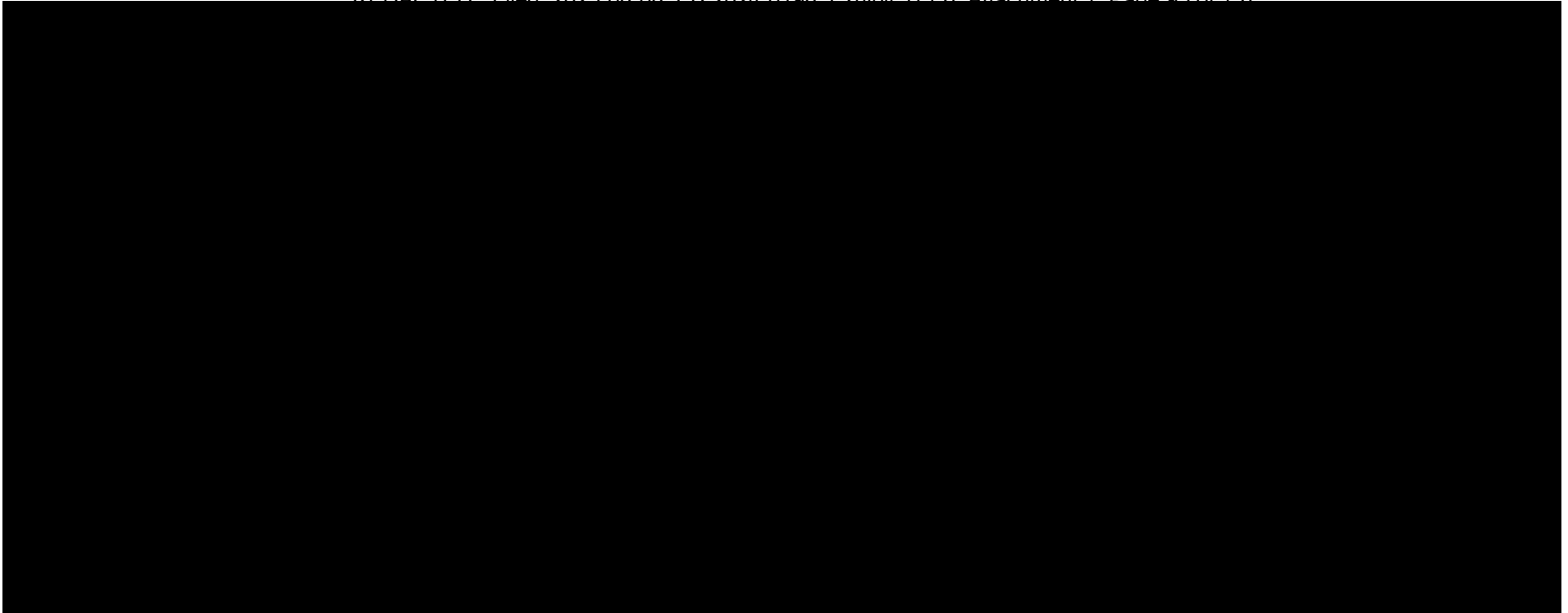
					Contribution Percentage		Agreed Split		Agreed totals		Difference	
					Enbridge	IESO	Enbridge	IESO	Enbridge	IESO	Enbridge	IESO
Program Costs												
	Salary Costs	\$ -	\$ -				50%	50%	\$ -	\$ -		
	TIS Costs	\$ 40,429.00	\$ 40,429.00	\$ -			50%	50%	\$ 20,214.50	\$ 20,214.50		
Program Costs Total									\$ 20,214.50	\$ 20,214.50		
HRS Assessment												
	Start up Promotion	\$		\$			50%	50%	\$		\$	
	Dropzone Buildout and Maintenance	\$		\$			50%	50%	\$		\$	
	Canada Post API Costs	\$		\$			100%		\$		\$	
HRS Assessment Total									\$ 83,195.10	\$ 82,745.10		
HRS Smart Thermostat												
	Summerhill DropZone	\$		\$			50%	50%	\$		\$	
	Start up Promotion	\$		\$			50%	50%	\$		\$	
HRS Smart Thermostat Total									\$ 60,922.50	\$ 60,922.50		
HRS Heat Pump												
	Start up Promotion	\$		\$			50%	50%	\$		\$	
	Summerhill Start up	\$		\$			50%	50%	\$		\$	
HRS Heat Pump Total									\$ 116,362.50	\$ 116,362.50		
HRS Solar/ Battery												
	Start up Promotion	\$		\$			0%	100%	\$		\$	
	Summerhill Start up	\$		\$					\$		\$	
HRS Solar/ Battery Total												
Total Forecast									\$ 280,694.60	\$ 337,744.60		

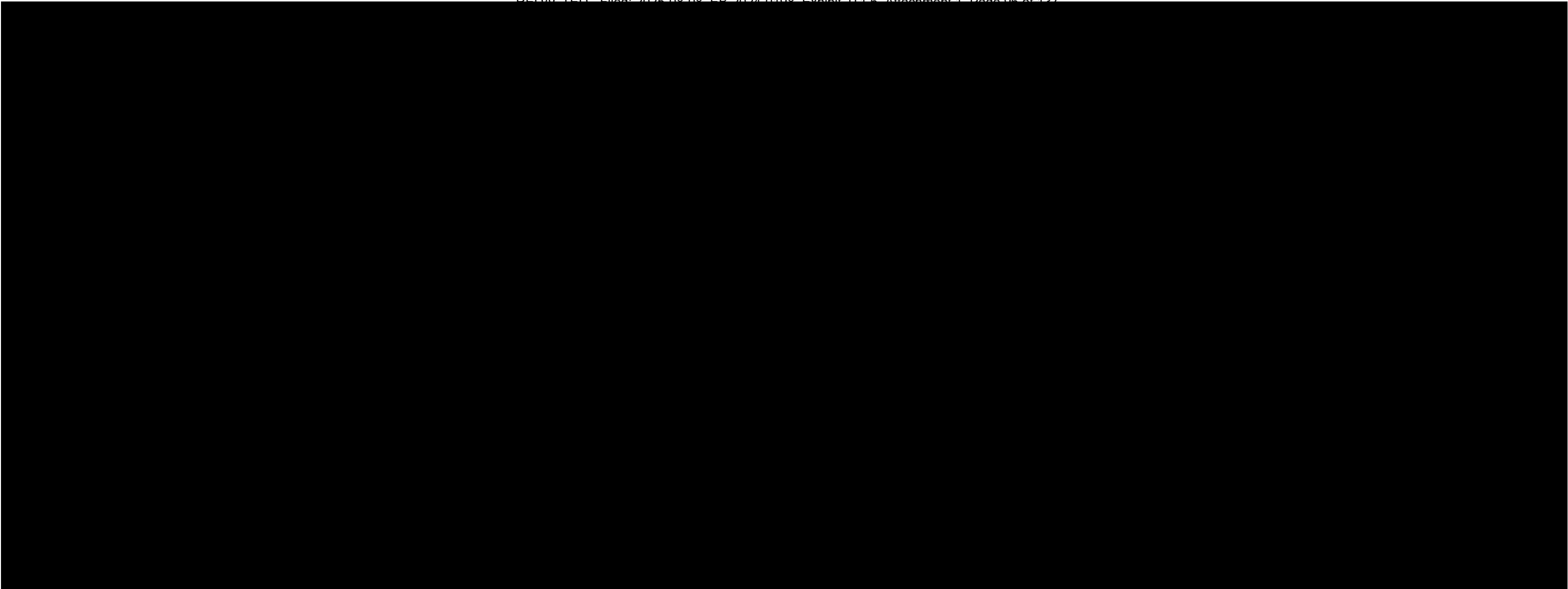


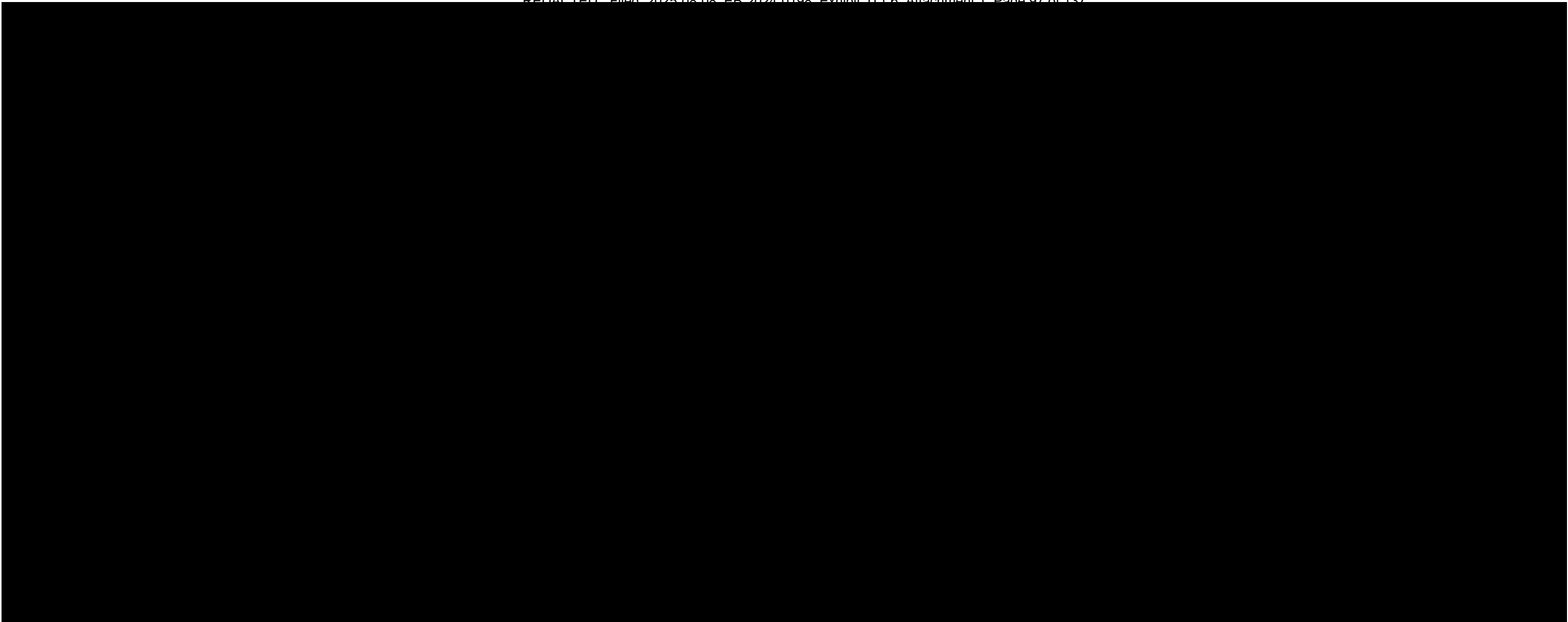










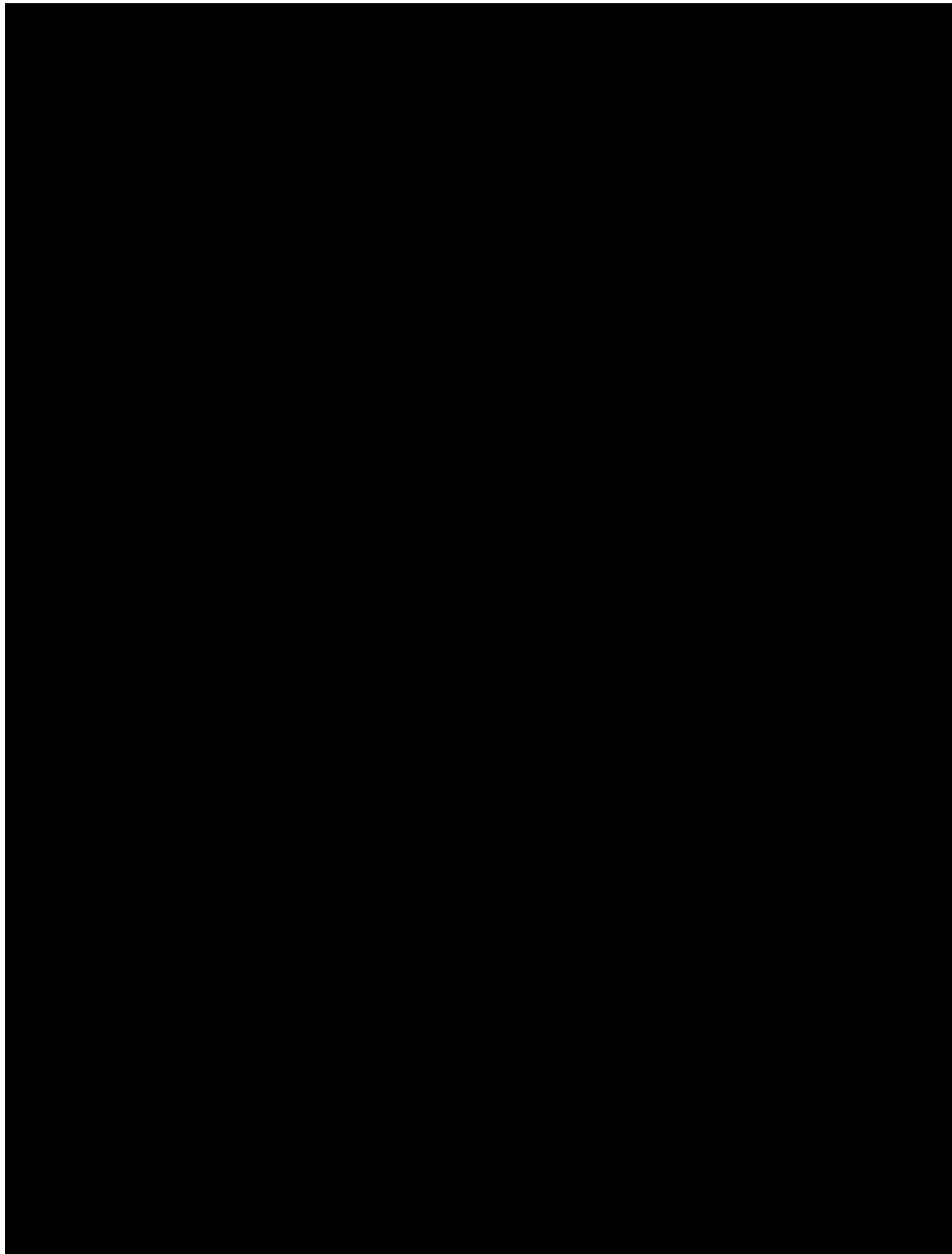


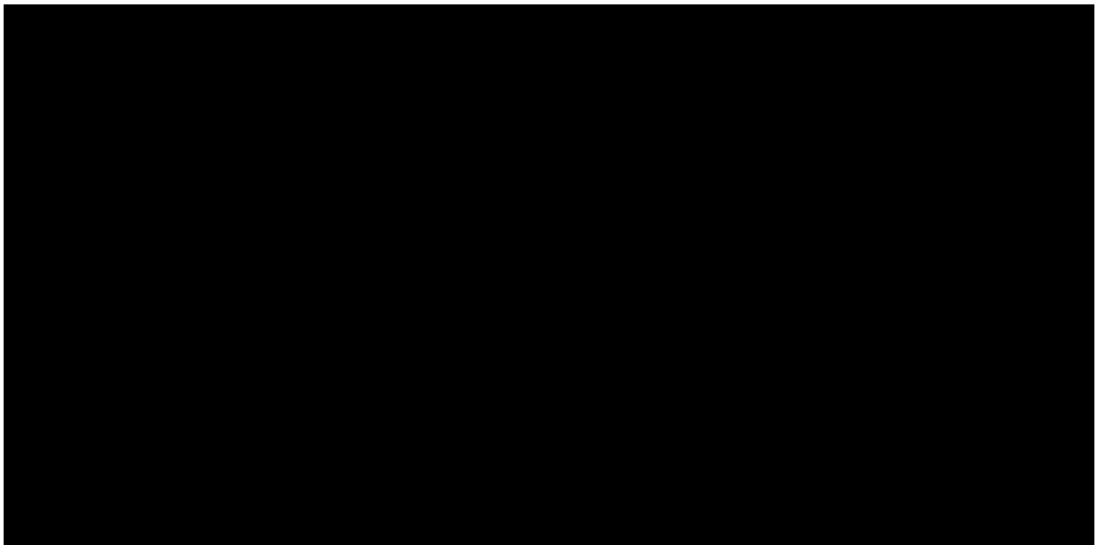
Labour Expenses template to track and manage labour-related costs:

Date	Reporting Period	Employee Name	Employee ID	Department	Project/Stream	Description	Hours Worked	Hourly Rate	Overtime Hours	Overtime Rate	Total Labour Expense	Supporting Documents	Notes
YYYY-MM-DD	YYYY-MM												

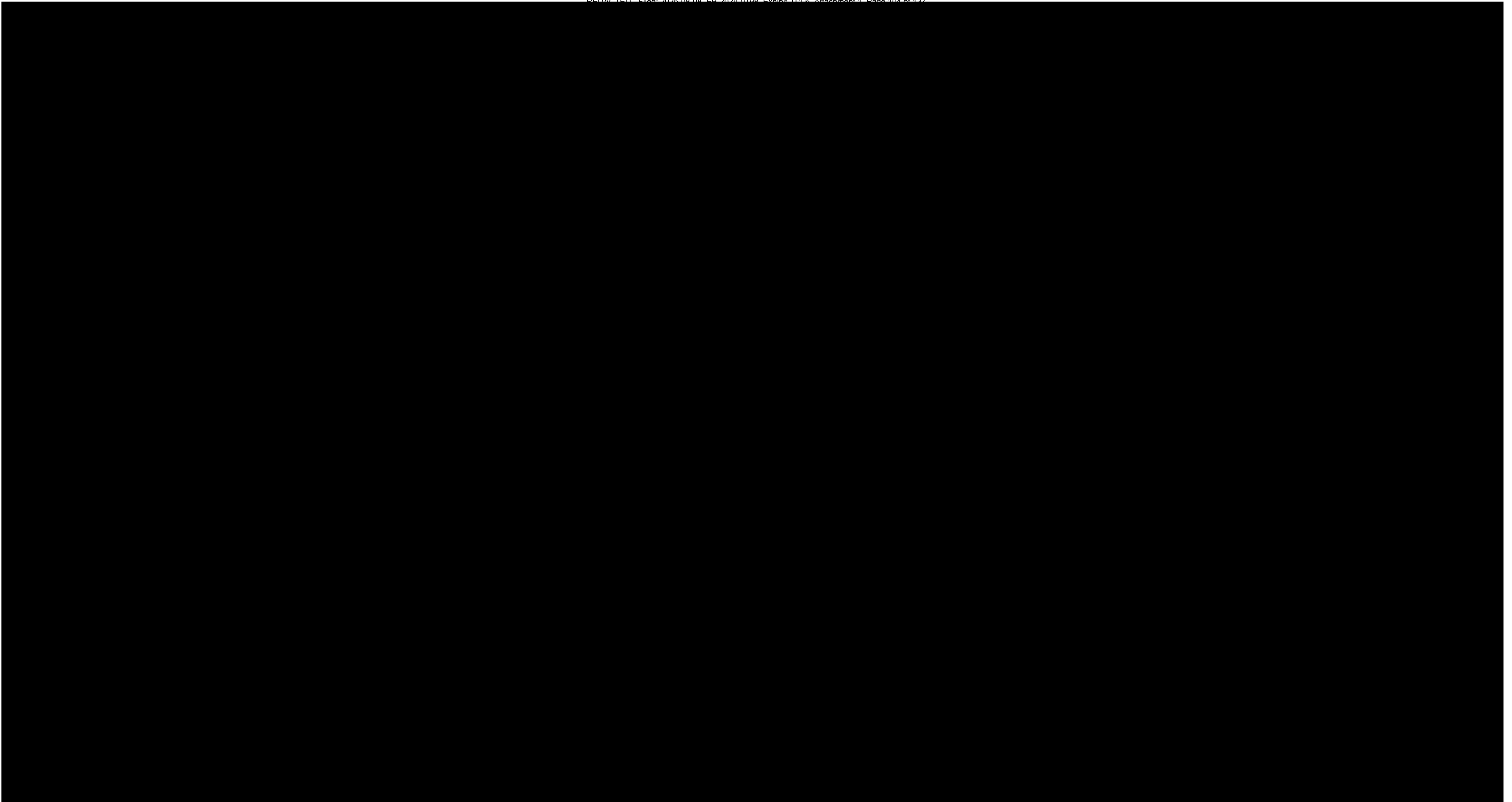
Signature		Date	
Prepared By		Date:	YYYY-MM-DD
Approved by		Date:	YYYY-MM-DD

Key Components:
Date:When the work was performed.
Reporting Period: Month or Quarter
Employee Name & ID: Identification details.
Department/Project:The specific area or project assigned.
Description:Expense details
Hours Worked & Overtime: Regular and overtime hours.
Rates: Pay rates for regular and overtime hours.
Total Labour Expense: Calculated as (Hours Worked × Hourly Rate) + (Overtime Hours × Overtime Rate).
Supporting Documentations:Included
Notes:Additional information or comments.











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1. *Journal of the American Medical Association*, 2000; 283: 2686-2692.

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As a result, the model is able to capture the complex relationships between the variables and provide a more accurate prediction of the outcome. The model is trained on a dataset of 1000 samples, and the results show that the model is able to predict the outcome with a high degree of accuracy. The model is able to capture the complex relationships between the variables and provide a more accurate prediction of the outcome. The model is trained on a dataset of 1000 samples, and the results show that the model is able to predict the outcome with a high degree of accuracy.

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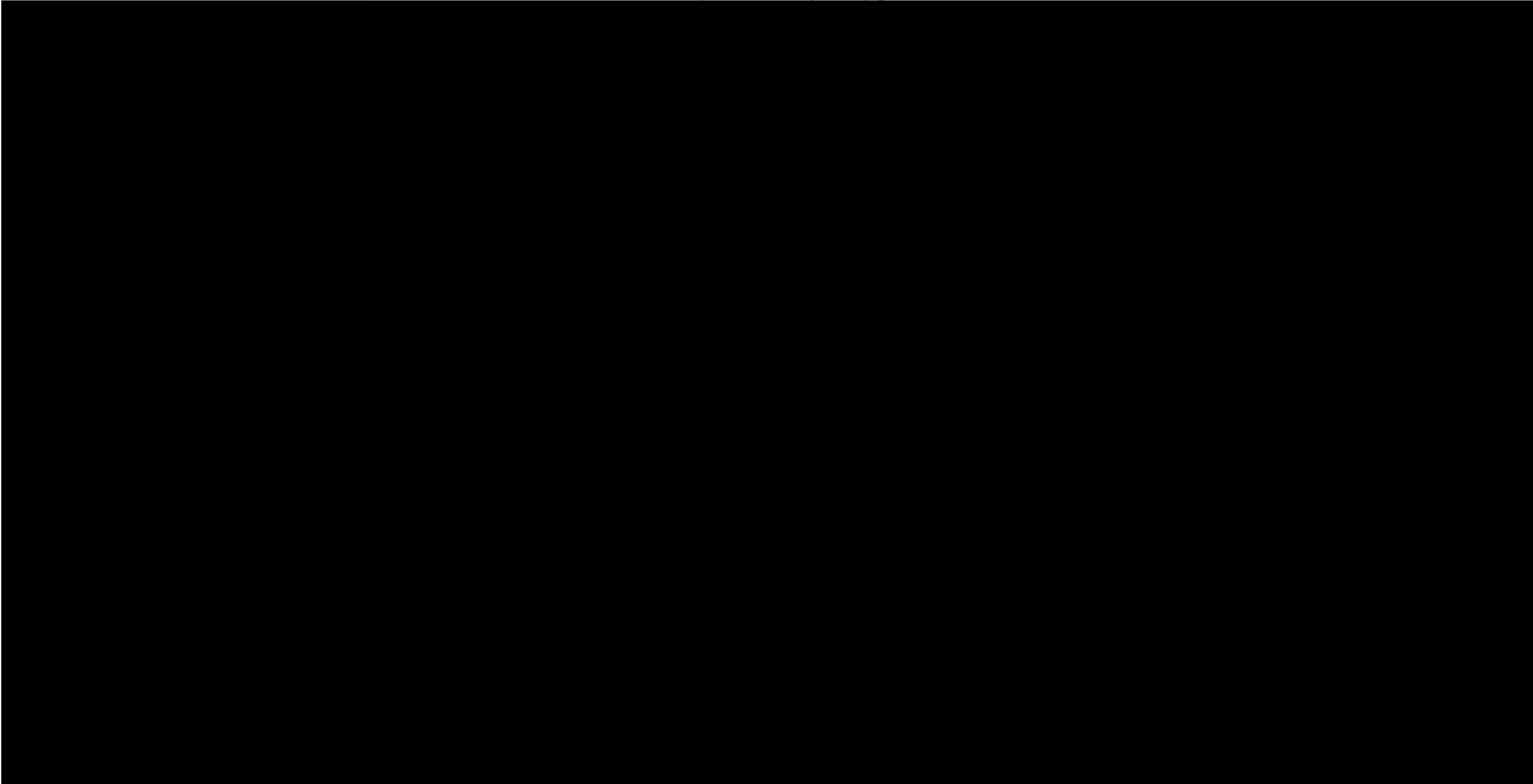
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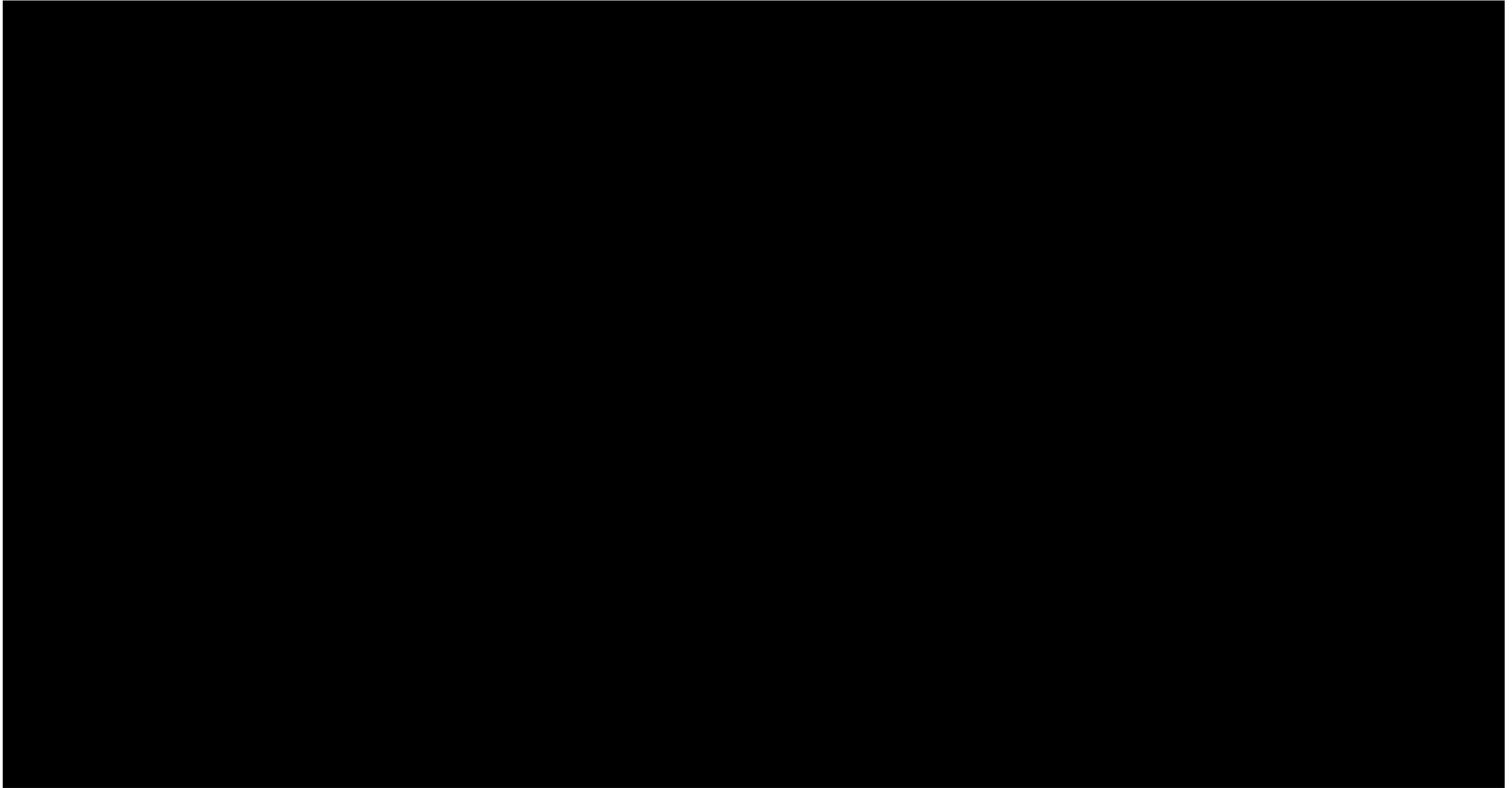
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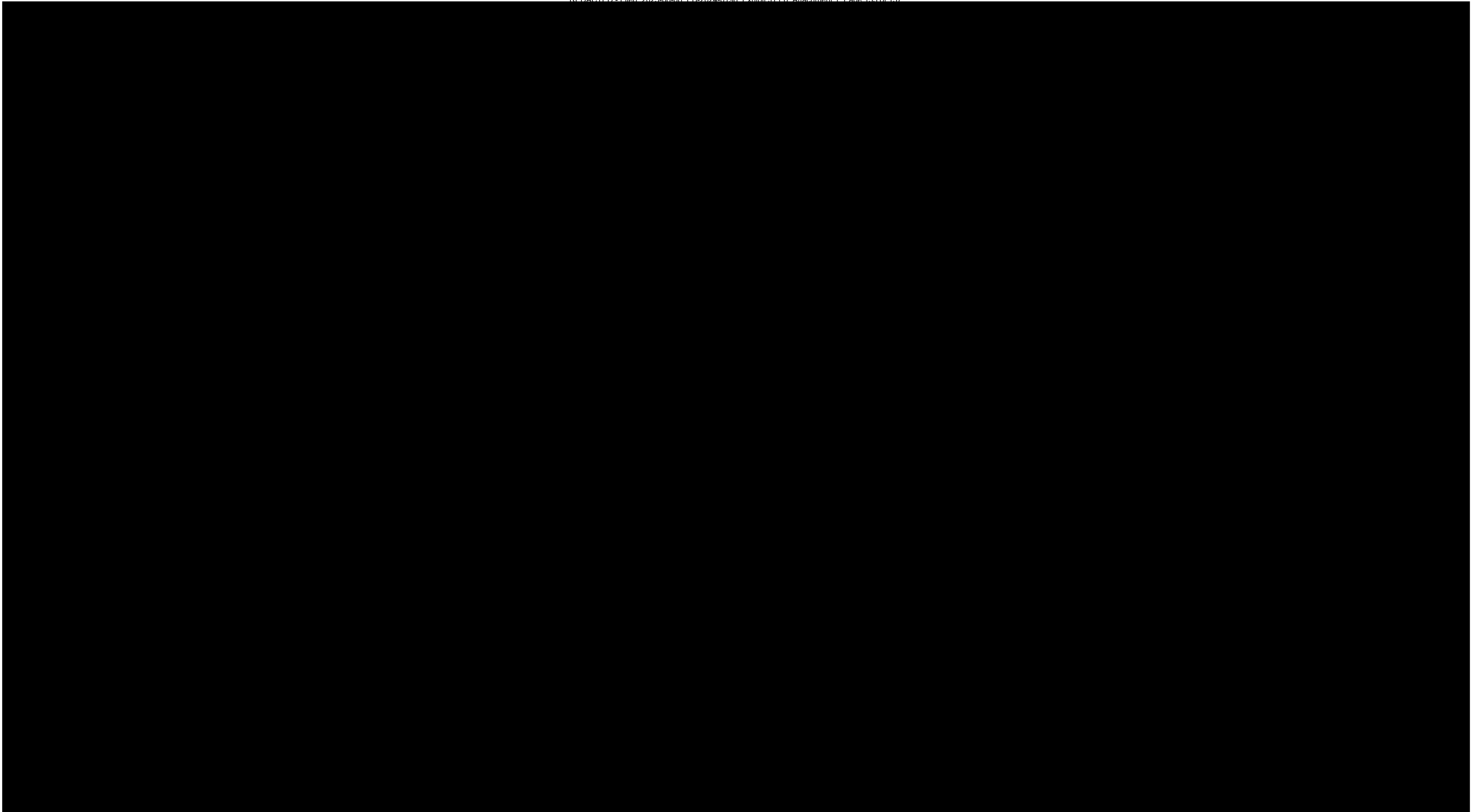
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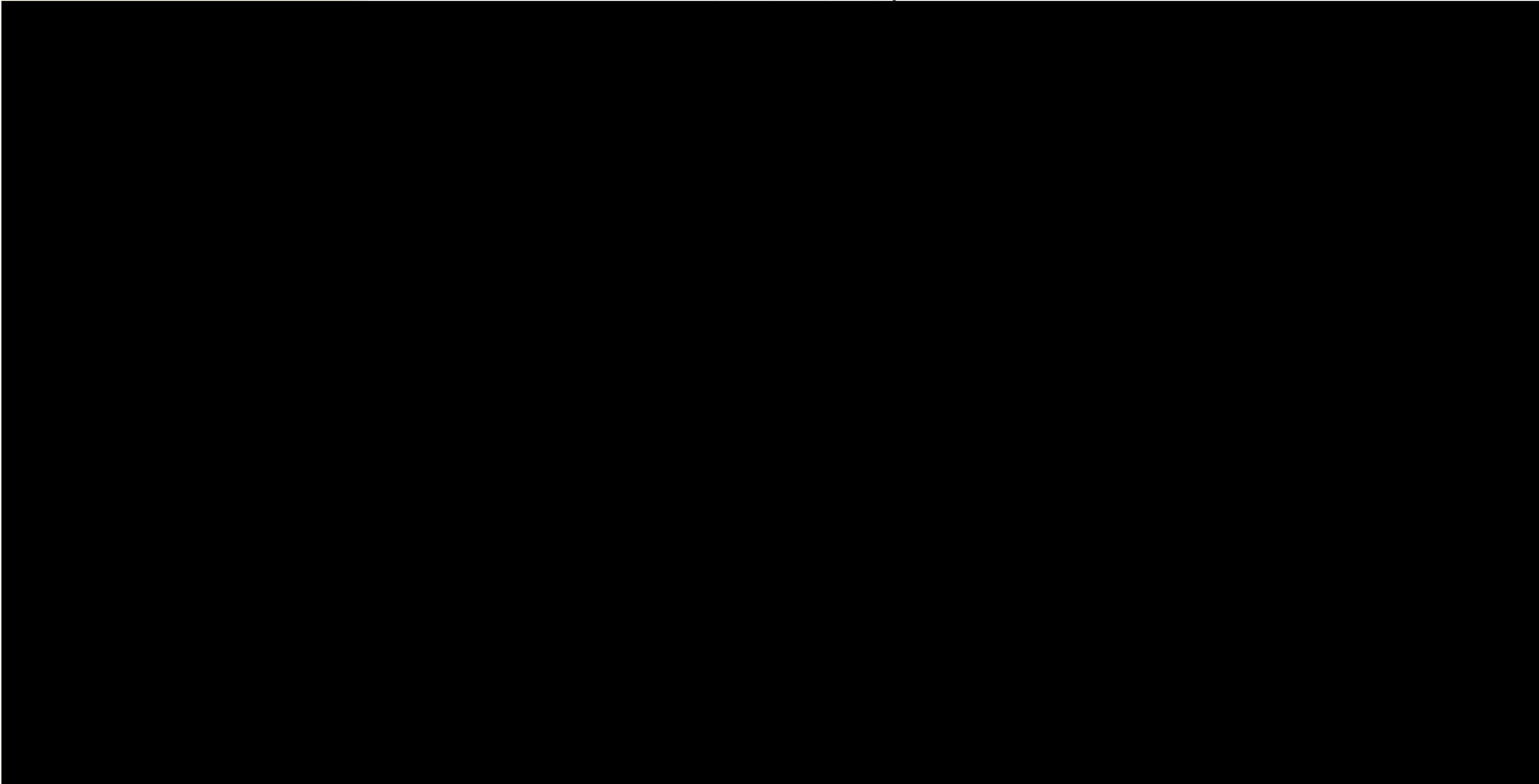
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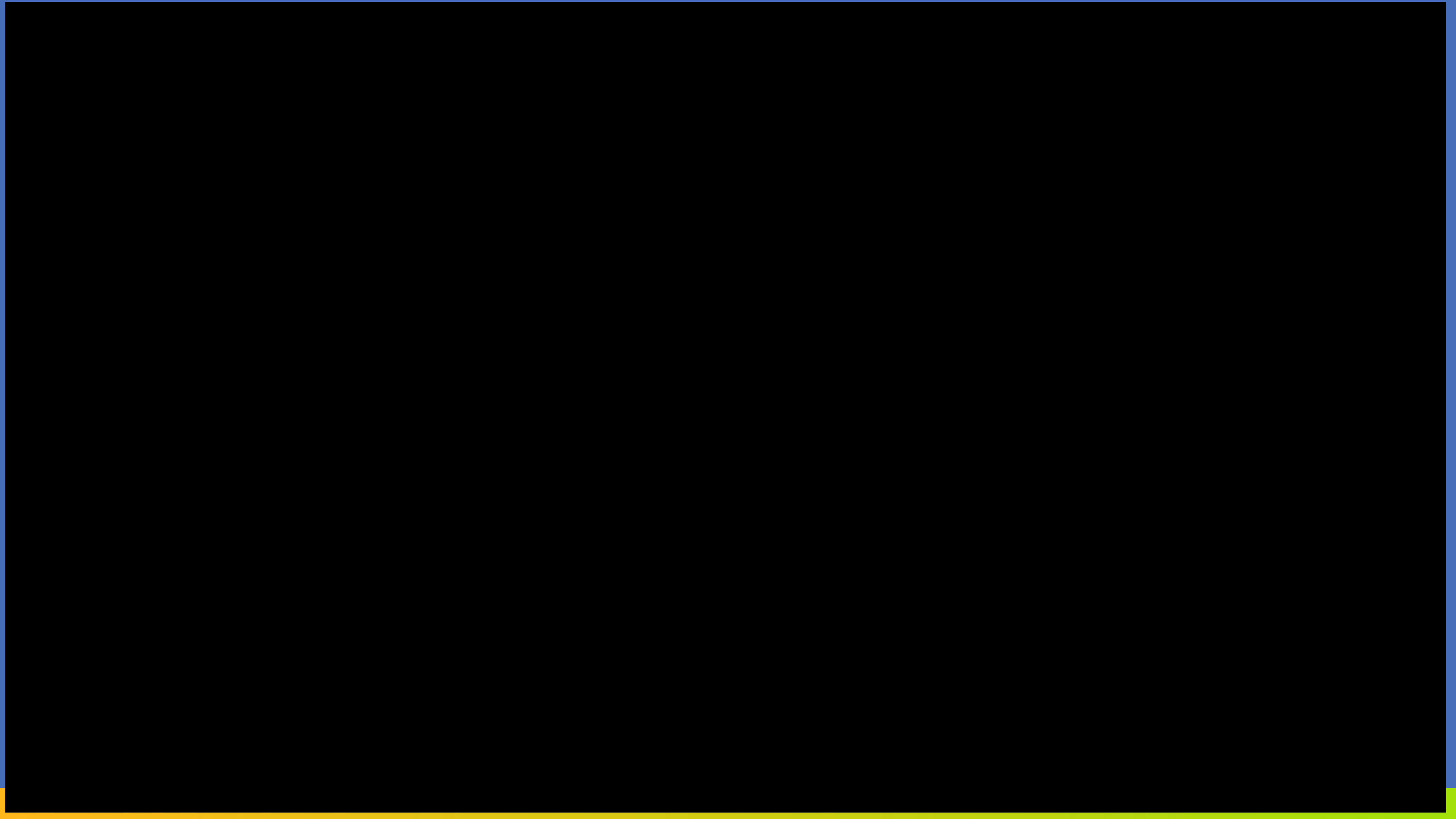
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ENBRIDGE GAS INC.

Answer to Undertaking from
Consumers Council of Canada (CCC)

Undertaking:

Tr: 111

To provide a forecast of participants in the residential program for 2025.

Response:

Enbridge Gas interprets this undertaking as a request to:

- a) Provide the total number of residential participants for 2023 to 2026 (2023 and 2024 based on actual participation and 2025 and 2026 based on forecast).
- b) Provide the total DSM costs that are funded through residential rates for 2023 to 2026, including a DSM Shareholder Incentive ("DSMSI") amount based on 100% target achievement (2023 and 2024 based on actuals and 2025 and 2026 based on budget).

Enbridge Gas's responses are provided below:

- a) The total number of residential participants for 2023 to 2026 are provided in Table 1 below. The figures are based on total participants and not unique participants (i.e., a home may participate in more than one offering, such as the Residential Whole Home Offering and the Residential Smart Thermostat Offering, and therefore would be counted twice).

Table 1
Residential DSM Program Participants

	2023	2024	2025	2026
Number of Residential Homes	82,505	118,818	75,195	64,398

Notes

- 2023 and 2024 participants are based on actual participants. 2023 participant totals are subject to OEB approval. 2024 participant totals are subject to audit and OEB approval.
- 2025 and 2026 participants are forecasted (2026 is based on 2025 with HER+ excluded).

- b) The total DSM costs that are funded through residential rates for 2023 to 2026, including DSMSI, are provided in Table 2 below.

Table 2
Total DSM Costs (\$ millions)

	2023	2024	2025	2026
Residential rate classes (Rate 1, M1 and 01)	\$ 99.35	\$ 255.31	\$ 132.85	\$ 136.08

Notes

- 2023 and 2024 are actual DSM spend and DSMSI achieved. 2023 DSM costs are subject to OEB approval. 2024 DSM costs are as reported in the Draft 2024 DSM Annual Report and are subject to audit and OEB approval.
- 2025 and 2026 are based on budget, including DSMSI at 100% target achievement across all programs.
- The figures provided in Table 2 reflect the costs associated with the DSM program year. Table 2 does not reflect the year in which costs are recovered in rates.

Table 3 below provides a breakdown of the total DSM costs presented in Table 2 above.

/u

Table 3
Detailed Total DSM Costs (\$ millions)

	2023	2024	2025	2026
Program Budget/Spend				
Residential Program	\$ 64.10	\$ 203.01	\$ 84.57	\$ 86.60
Low-Income Program	\$ 18.39	\$ 24.51	\$ 19.75	\$ 20.26
Commercial Program	\$ 2.66	\$ 3.75	\$ 3.09	\$ 3.16
Industrial Program	\$ 0.03	\$ 0.09	\$ 0.30	\$ 0.30
Energy Performance Program	\$ 0.00	\$ 0.00	\$ 0.39	\$ 0.40
Building Beyond Code Program	\$ 2.96	\$ 3.19	\$ 6.70	\$ 6.86
Program Budget/Spend Subtotal	\$ 88.14	\$ 234.55	\$ 114.80	\$ 117.59
Portfolio Budget/Spend Subtotal	\$ 8.03	\$ 11.90	\$ 13.95	\$ 14.29
Total Budget/Spend	\$ 96.18	\$ 246.45	\$ 128.75	\$ 131.88
DSMSI				
Residential Program	\$ 2.23	\$ 4.91	\$ 2.04	\$ 2.09
Low-Income Program	\$ 0.63	\$ 2.85	\$ 1.55	\$ 1.59
Commercial Program	\$ 0.03	\$ 0.14	\$ 0.23	\$ 0.23
Industrial Program	\$ 0.00	\$ 0.01	\$ 0.03	\$ 0.03
Energy Performance Program	\$ 0.00	\$ 0.00	\$ 0.03	\$ 0.03
Building Beyond Code Program	\$ 0.28	\$ 0.96	\$ 0.22	\$ 0.23
DSMSI Subtotal	\$ 3.17	\$ 8.86	\$ 4.10	\$ 4.20
Total DSM Costs	\$ 99.35	\$ 255.31	\$ 132.85	\$ 136.08

ENBRIDGE GAS INC.

Answer to Undertaking from
School Energy Coalition (SEC)

Undertaking:

Tr: 116

Provide a full breakdown of the 2026 proposal (Under Advisement).

Response:

Enbridge Gas interprets this undertaking as a request to provide the rate and bill impacts for the proposed 2026 DSM Plan budget. Please see Attachment 1 to this response.

ENBRIDGE GAS INC.
2026 DSM Plan Application
2026 DSM Budget Bill Impacts

Line No.	Rate Class	2025	2026	Change (%)	Typical Annual Billing Units (m³)	2025 Approved	2026 DSM Amounts		2026	2025 Total Bill (\$)	2025	2025 DSM Total Bill (%)	2026 DSM Budget	
		DSM Budget in Rates (1) (\$000s)	Proposed DSM Budget in Rates (2) (\$000s)			DSM Amounts in Total Bill Annual (\$)	in Total Bill Annual (\$)	Monthly (\$)	Budget Change Impact (3) (\$ / customer)		Total Bill (4) (\$)		Total Bill (%)	Change Impact (3) (%)
		(a)	(b)	(c)=(b-a)/(a)	(d)	(e)	(f)	(g)=(f/12)	(h)=(f-e)	(i)		(j)=(e/i)	(k)=(f/i)	(l)=(h/i)
<u>EGD Rate Zone</u>														
1	Rate 1	\$ 74,116	\$ 75,786	2.3%	2,400	\$ 34.14	\$ 34.83	\$ 2.90	\$ 0.68	\$ 1,063		3.2%	3.3%	0.1%
2	Rate 6	\$ 33,140	\$ 33,911	2.3%	22,606	\$ 160.32	\$ 159.86	\$ 13.32	\$ (0.46)	\$ 7,642		2.1%	2.1%	0.0%
3	Rate 100	\$ 309	\$ 316	2.3%	598,567	\$ 3,411	\$ 4,607	\$ 384	\$ 1,196	\$ 208,170		1.6%	2.2%	0.6%
4	Rate 110	\$ 2,658	\$ 2,721	2.4%	9,976,120	\$ 20,930	\$ 22,495	\$ 1,875	\$ 1,565	\$ 2,151,065		1.0%	1.0%	0.1%
5	Rate 115	\$ 1,077	\$ 1,105	2.6%	69,832,850	\$ 200,909	\$ 253,172	\$ 21,098	\$ 52,263	\$ 14,445,486		1.4%	1.8%	0.4%
6	Rate 125	\$ 157	\$ 163	3.4%	206,000,000	\$ 38,559	\$ 39,852	\$ 3,321	\$ 1,294	\$ 30,209,449		0.1%	0.1%	0.0%
7	Rate 135	\$ 1,015	\$ 1,040	2.5%	598,567	\$ 9,664	\$ 9,562	\$ 797	\$ (101)	\$ 130,275		7.4%	7.3%	-0.1%
8	Rate 145	\$ 340	\$ 350	3.1%	339,188	\$ 4,410	\$ 2,670	\$ 222	\$ (1,740)	\$ 78,255		5.6%	3.4%	-2.2%
9	Rate 170	\$ 413	\$ 425	2.8%	9,976,121	\$ 15,912	\$ 17,525	\$ 1,460	\$ 1,614	\$ 1,882,041		0.8%	0.9%	0.1%
10	Rate 200	\$ 66	\$ 65	-0.9%	140,305,600	\$ 48,967	\$ 47,609	\$ 3,967	\$ (1,358)	\$ 33,472,436		0.1%	0.1%	0.0%
11	Total EGD	\$ 113,291	\$ 115,880	2.3%										
<u>Union North Rate Zone</u>														
12	Rate 01	\$ 12,886	\$ 13,249	2.8%	2,200	\$ 33.75	\$ 34.39	\$ 2.87	\$ 0.64	\$ 1,177		2.9%	2.9%	0.1%
13	Rate 10	\$ 1,714	\$ 1,750	2.1%	93,000	\$ 593.84	\$ 614.89	\$ 51.24	\$ 21.05	\$ 33,439		1.8%	1.8%	0.1%
14	Rate 20	\$ 1,471	\$ 1,502	2.1%	3,000,000	\$ 4,256	\$ 4,257	\$ 355	\$ 1	\$ 724,953		0.6%	0.6%	0.0%
15	Rate 25	\$ 62	\$ 64	4.4%	2,275,000	\$ 778	\$ 825	\$ 69	\$ 47	\$ 526,611		0.1%	0.2%	0.0%
16	Rate 100	\$ 802	\$ 825	2.8%	27,000,000	\$ 25,214	\$ 26,855	\$ 2,238	\$ 1,640	\$ 6,461,157		0.4%	0.4%	0.0%
17	Total Union North	\$ 16,936	\$ 17,390	2.7%										
<u>Union South Rate Zone</u>														
18	Rate M1	\$ 41,744	\$ 42,841	2.6%	2,200	\$ 33.75	\$ 34.39	\$ 2.87	\$ 0.64	\$ 911		3.7%	3.8%	0.1%
19	Rate M2	\$ 7,613	\$ 7,788	2.3%	73,000	\$ 512.53	\$ 513.89	\$ 42.82	\$ 1.36	\$ 20,416		2.5%	2.5%	0.0%
20	Rate M4	\$ 5,868	\$ 6,005	2.3%	875,000	\$ 9,302	\$ 10,207	\$ 851	\$ 905	\$ 227,329		4.1%	4.5%	0.4%
21	Rate M5	\$ 281	\$ 295	5.2%	825,000	\$ 3,320	\$ 3,971	\$ 331	\$ 651	\$ 202,918		1.6%	2.0%	0.3%
22	Rate M7	\$ 4,589	\$ 4,690	2.2%	36,000,000	\$ 115,193	\$ 110,195	\$ 9,183	\$ (4,998)	\$ 7,697,953		1.5%	1.4%	-0.1%
23	Rate M9	\$ 22	\$ 23	1.5%	20,178,000	\$ 7,466	\$ 7,574	\$ 631	\$ 108	\$ 4,457,442		0.2%	0.2%	0.0%
24	Rate T1	\$ 977	\$ 1,003	2.6%	11,565,938	\$ 20,936	\$ 19,559	\$ 1,630	\$ (1,377)	\$ 2,462,014		0.9%	0.8%	-0.1%
25	Rate T2	\$ 3,696	\$ 3,782	2.3%	197,789,850	\$ 90,106	\$ 124,563	\$ 10,380	\$ 34,456	\$ 39,236,718		0.2%	0.3%	0.1%
26	Rate T3	\$ 98	\$ 101	2.8%	272,712,000	\$ 102,874	\$ 105,773	\$ 8,814	\$ 2,899	\$ 58,295,368		0.2%	0.2%	0.0%
27	Total Union South	\$ 64,889	\$ 66,528	2.5%										
28	Total EGI	\$ 195,115	\$ 199,798	2.4%										

Notes:

- (1) EB-2024-0111, Rate Order, Working Papers, Schedule 10, p. 1, column (b).
- (2) EB-2025-0163, Exhibit C, Tab 1, Rate Order, Working Papers, Schedule 9, p. 1, column (b).
- (3) Year-over-Year for 2026 is relative to 2025 Current Approved. Impacts are a result of changes in DSM budget, and forecast billing units used to determine DSM unit rates. Rate T2 bill impact is also impacted by the proposal in 2026 Rates to exclude power generation customer billing units from the determination of DSM unit rates (excluding low income program costs), please see EB-2025-0163, Exhibit B, Tab 1, Schedule 1, Section 3.2 for more information.
- (4) Total Bill - Sales Service per EB-2025-0165, Exhibit F, Tab 1, Schedule 1, Appendix D, column (c).

ENBRIDGE GAS INC.

Answer to Undertaking from
Consumers Council of Canada (CCC)

Undertaking:

Tr: 119

To provide customer survey regarding funding for conservation.

Response:

Please see Attachment 1 to this undertaking for the 2024 DSM Budget Research Customer Engagement Residential Survey Results (June 2024).



2024 DSM Budget Research Customer Engagement



Residential Survey Results

June 2024

Table of Contents

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Survey Development & Methodology



Enbridge Gas 2024 DSM Budget Customer Engagement Survey

Enbridge Gas would like to engage with customers to develop potential proposals. This would be done by presenting customers (residential only, for the purposes of this engagement) with various DSM budget levels and determining to what extent they are willing to pay more. Each budget level will present customers with trade-offs that are as concrete as possible. Background information will allow customers to make an informed decision.

Research Objectives & Survey Development

- The project focused on gathering customer feedback on four DSM program budget options being considered by Enbridge Gas.
- The survey focused on DSM programs: past participation, understanding of why Enbridge Gas would want customers to use less natural gas, which programs are considered most important (which required reflection on information provided about specific programs), and reaction to four budget options and their associated rate impact. After selecting their preferred option, respondents were provided with additional details about all four options. They were then given an opportunity to change their mind and select a different option.
- A final open-ended question allowed respondents to provide any additional comments they wanted to share with Enbridge Gas.
- The online survey was completed by a random sample of residential customers that were given the opportunity to provide their input into Enbridge Gas' DSM budget options.
- The survey was developed by Enbridge Gas and finalized with input from INNOVATIVE.
- The survey was pre-tested through one-on-one interviews with 10 residential customers to ensure customer understanding and a positive survey experience.

Methodological Notes

- All data was collected between May 29th and June 20th, 2024. Details on sample design, weighting and validation can be found on the following pages.



Sample Design

Sample Design

Weighting the Data

Weighting the Data

The final data for the residential survey was then weighted to be proportionate based on the actual distribution of residential customers in each of the seven Enbridge Gas operations regions, as well as by the four consumption quartiles (based on annual natural gas consumption) for a sample target of 3,600.

The table below summarizes the unweighted and weighted (in brackets) sample breakdown by quartile and operations regions.

Operations Regions	Consumption Quartiles				Total
	Low	Medium-Low	Medium-High	High	
Eastern	412 (216)	233 (127)	135 (85)	87 (62)	867 (490)
GTA East	267 (161)	212 (152)	221 (158)	197 (149)	897 (620)
GTA Toronto	192 (128)	151 (113)	152 (125)	170 (145)	665 (511)
GTA West	332 (194)	250 (171)	206 (167)	193 (158)	981 (690)
Northern	110 (58)	92 (60)	75 (54)	63 (48)	340 (220)
Southeast	392 (234)	267 (172)	145 (122)	120 (96)	924 (624)
Southwest	316 (168)	186 (125)	117 (85)	89 (68)	708 (446)
Total	2,021 (1,158)	1,391 (919)	1,051 (797)	919 (726)	5,382 (3,600)

Note: *Graphs and tables may not always total 100% due to rounding values rather than any error in data. Sums are added before rounding numbers.*

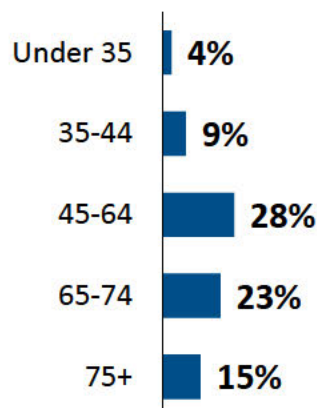


Respondent Profile

Respondent Profile

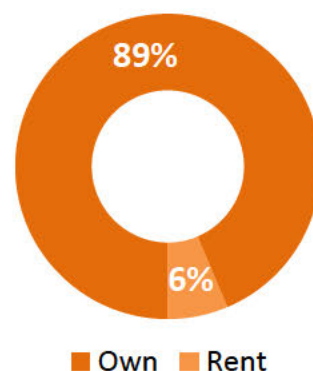
Demographic breakdown

Age



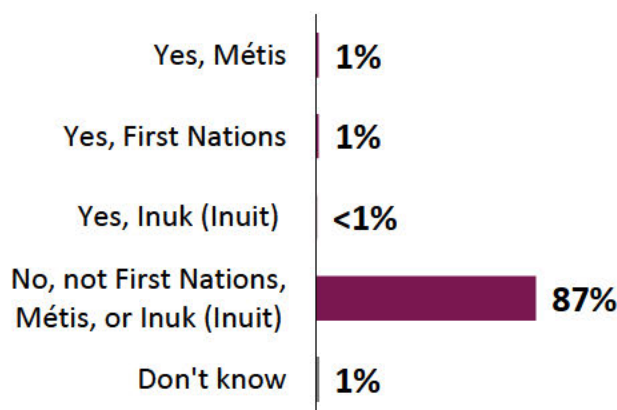
Prefer not to answer: 21%

Own or Rent



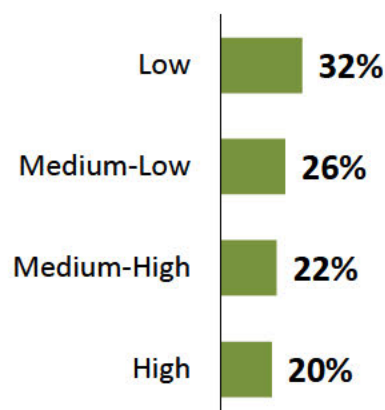
Prefer not to answer: 5%

Indigenous Identity

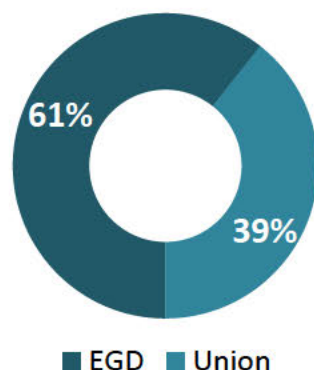


Prefer not to answer: 11%

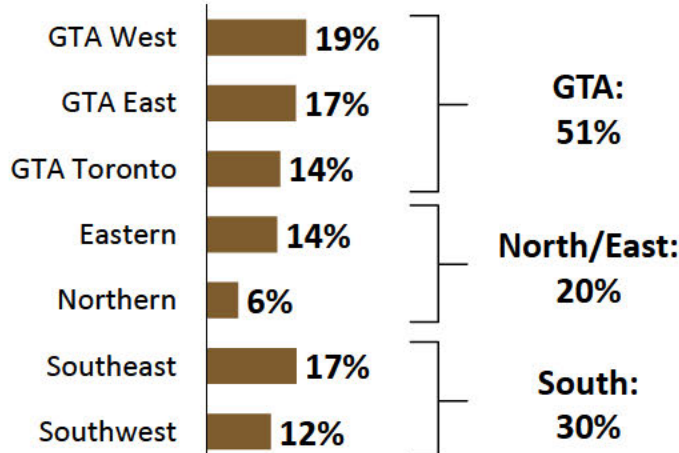
Consumption Quartiles



Rate Zone



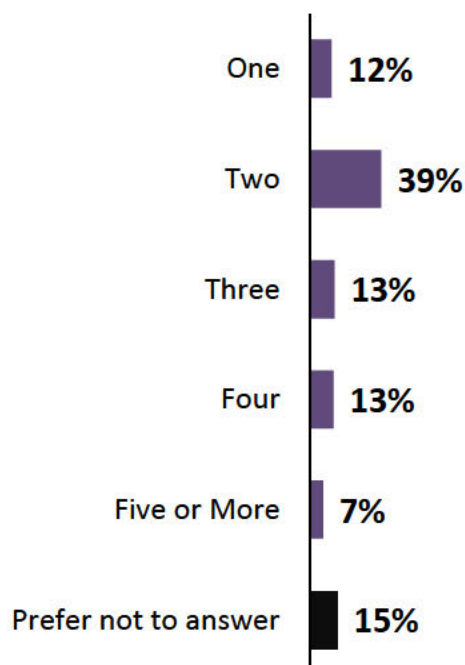
Operations Region



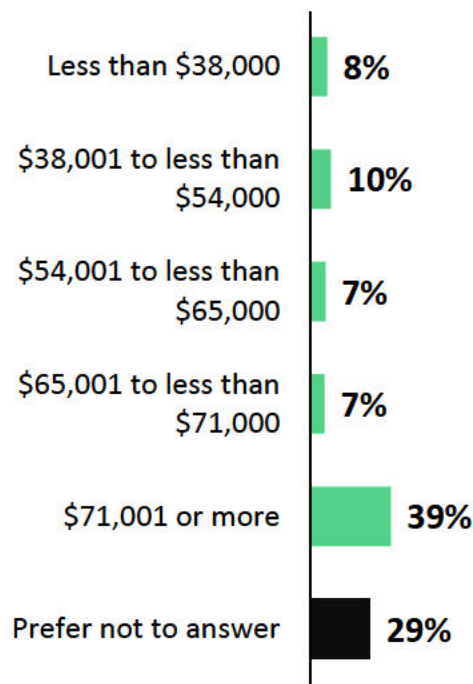
Respondent Profile

Demographic breakdown

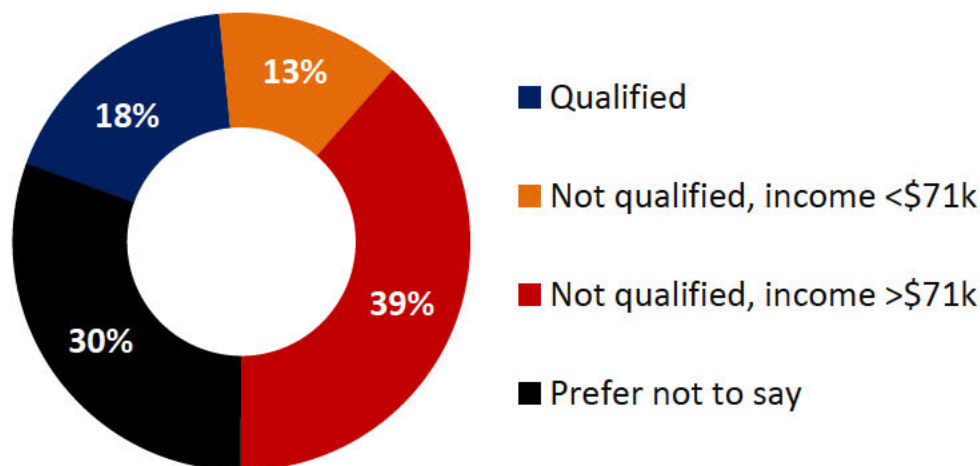
Household Size



After Tax Household Income



LEAP Qualification*



*Note: Low-Income Energy Assistance Program qualification, calculated based on household size and household income

Respondent Profile

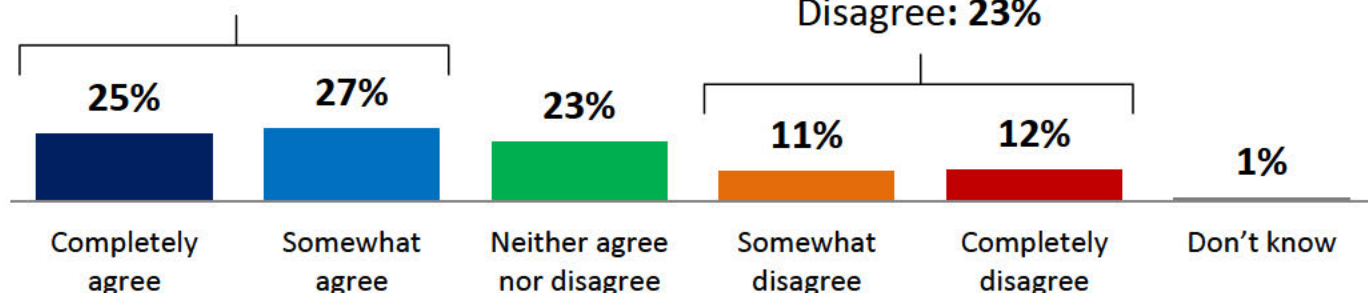
Environmental Controls

Q To what extent do you agree or disagree with the following statements?
The cost of my Enbridge Gas bill has a major impact on my finances and requires I do without some other important priorities.

[asked of all respondents; n=3,600]

Agree: 53%

Disagree: 23%

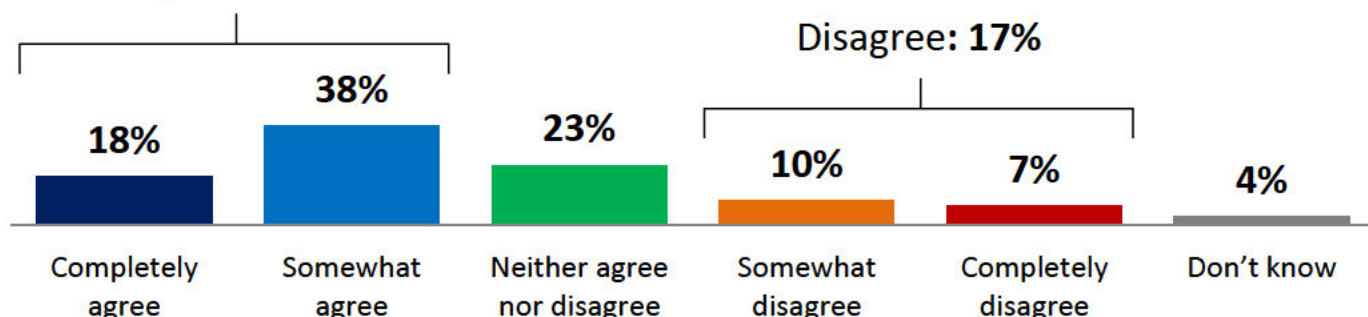


Q To what extent do you agree or disagree with the following statements?
Customers are well served by the energy system in Ontario.

[asked of all respondents; n=3,600]

Agree: 56%

Disagree: 17%

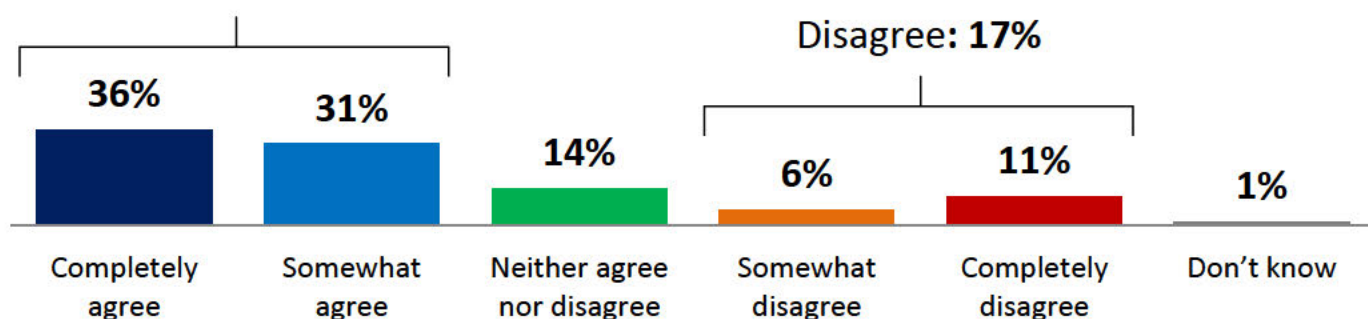


Q To what extent do you agree or disagree with the following statements?
I am extremely concerned about climate change.

[asked of all respondents; n=3,600]

Agree: 68%

Disagree: 17%





Overall Satisfaction

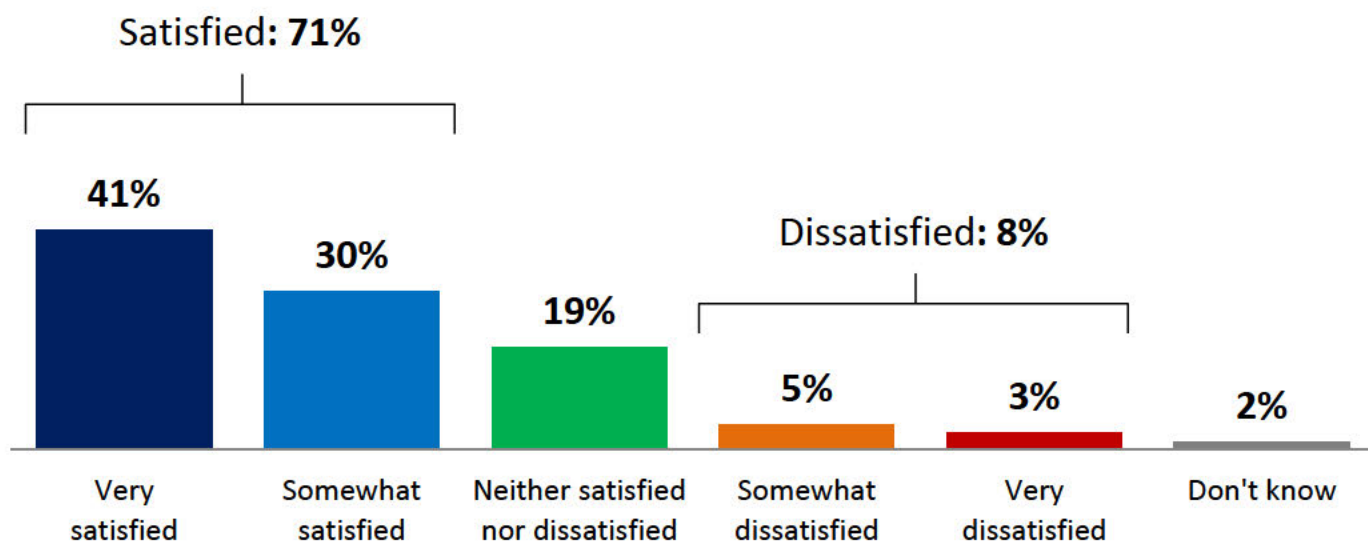
Preamble:

Let's first talk about your overall experience with Enbridge Gas.

Customer Experience

Satisfaction with Enbridge Gas Service

Q Taking into consideration all aspects of your utility service experience, how satisfied are you with your Enbridge Gas service?
[asked of all respondents; n=3,600]



	Rate Zone		Operations Regions			Consumption				LEAP Qualification		
	EGD	Union	GTA	North/ East	South	Low	Med- low	Med- high	High	Yes	No <\$71K	No >\$71K
Very satisfied	41%	42%	39%	47%	42%	43%	44%	41%	37%	42%	50%	42%
Somewhat satisfied	30%	30%	31%	28%	29%	30%	29%	30%	31%	30%	30%	30%
Neither	19%	19%	20%	16%	20%	19%	20%	19%	21%	16%	15%	20%
Somewhat dissatisfied	5%	4%	5%	4%	4%	4%	4%	5%	6%	6%	2%	4%
Very dissatisfied	4%	3%	4%	3%	3%	3%	2%	4%	5%	3%	2%	3%
Don't know	2%	1%	2%	1%	1%	2%	2%	1%	1%	2%	2%	1%
Satisfied (Very + Somewhat)	71%	72%	69%	76%	71%	73%	72%	72%	67%	73%	80%	72%
Dissatisfied (Very + Somewhat)	8%	7%	9%	7%	7%	7%	6%	9%	11%	9%	4%	7%



DSM Insight

DSM Insight

Familiarity with Energy Conservation Plans – Preamble

What is Enbridge Gas' energy conservation plan?

Energy conservation plans, also called Demand Side Management (or DSM) in industry words, help customers reduce the amount of natural gas they use.

These plans ...

- ✓ reduce greenhouse gas emissions
- ✓ lower energy costs for consumers

Your Enbridge Gas rates pay for these programs. Through these energy conservation programs, Enbridge Gas customers have saved money by reducing more than 34.3 billion lifetime cubic metres of natural gas, which has resulted in a reduction of 64.5 million tonnes of greenhouse gas emissions*.

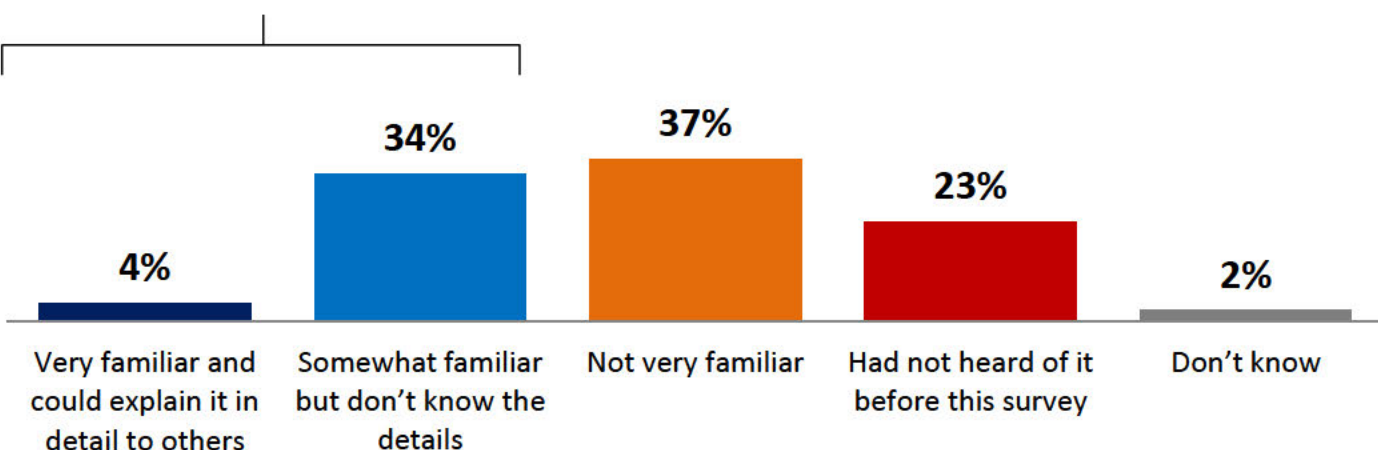
*That's roughly the equivalent of taking 14 million cars off the road for a year.

DSM Insight

Familiarity with Energy Conservation Plans

Q Before this survey, how familiar were you with energy conservation plans?
[asked of all respondents; n=3,600]

Familiar: 38%



	Rate Zone		Operations Regions			Consumption				LEAP Qualification		
	EGD	Union	GTA	North/ East	South	Low	Med- low	Med- high	High	Yes	No <71K	No >\$71K
Very familiar	4%	4%	4%	4%	4%	4%	4%	5%	4%	4%	3%	4%
Somewhat familiar	33%	34%	33%	35%	35%	33%	34%	35%	33%	35%	33%	34%
Not very familiar	37%	38%	37%	36%	38%	37%	37%	35%	38%	38%	39%	36%
Had not heard of it before this survey	23%	23%	23%	23%	22%	23%	23%	23%	22%	20%	23%	25%
Don't know	3%	2%	3%	2%	2%	2%	2%	2%	3%	3%	1%	1%
Familiar (Very + Somewhat)	37%	38%	37%	39%	38%	37%	37%	40%	37%	39%	36%	38%

DSM Insight

Using Less Natural Gas

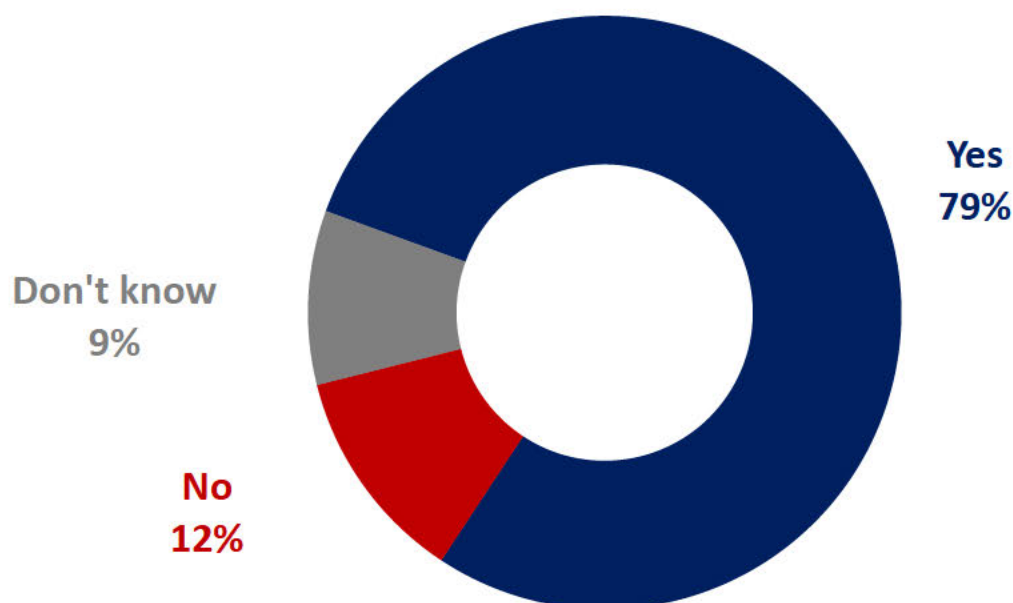


Why would Enbridge Gas want its customers to use less natural gas?

The Ontario Energy Board encourages Enbridge Gas to deliver energy conservation programs to align with energy goals in Ontario. As a part of this approach Enbridge Gas can get an incentive tied to performance on delivering the programs well (which is also approved by the Ontario Energy Board).

After reading this section, do you understand why Enbridge Gas would want its customers to use less natural gas?

[asked of all respondents; n=3,600]



	Rate Zone		Operations Regions			Consumption				LEAP Qualification		
	EGD	Union	GTA	North/ East	South	Low	Med- low	Med- high	High	Yes	No <\$71K	No >\$71K
Yes	78%	80%	78%	79%	80%	79%	80%	79%	77%	76%	84%	85%
No	12%	12%	12%	12%	11%	11%	11%	12%	13%	12%	8%	9%
Don't know	10%	8%	10%	9%	8%	10%	8%	9%	11%	12%	8%	5%

DSM Insight

Participation in Programs – Preamble

Building the plan: current residential programs

Enbridge Gas offers a series of programs for different types of customers. With the exception of Affordable Housing programs for income-qualified customers, which are paid for by all customers, residential customers pay for residential programs, commercial customers pay for commercial programs, and so on.

For this survey, we are only focusing on the programs for residential customers as these are the ones you are paying for on your bill.

Let's start with the programs that are available to homeowners and renters (with the permission of the homeowner, as needed). Enbridge Gas' programs in 2024 and 2025 include the following:

Whole home program

Focuses on upgrades and rebates for the whole home. Requires an audit to identify energy-savings opportunities *before* and another audit *after* the work. Also requires more than one upgrade and offers the highest possible rebates.

Rebates are included for the following items:

- ✓ Space heating heat pumps, or heat pump water heaters
- ✓ Upgrading insulation
- ✓ Air sealing or draft proofing (*this could include weather-stripping, caulking or plastic wrap to windows or doors*)
- ✓ Rebates for new ENERGY STAR® windows, doors, or skylights



Enbridge Gas is renewing the Home Efficiency Rebate program in the coming months, and will offer rebates up to \$5,000 per customer, plus \$600 for the audits.

Single measure program

Provides rebates for upgrades, similar to the whole home program, but does not require any audits, and only requires one upgrade. This is meant to be a quick and easy process and would be applied to pre-established options for each type of upgrade.

Rebates are included for the following items:

- ✓ Upgrading insulation
- ✓ Air sealing or draft proofing (*this could include weather-stripping, caulking or plastic wrap to windows or doors*)



Enbridge Gas is working on setting-up a program to be launched later in 2024.

Smart thermostat program

Offers customers a rebate for the purchase of a qualifying adaptive thermostat through an instant discount code or bill credit.

Smart, or adaptive, thermostats use sensors and Wi-Fi technology to give homeowners greater flexibility in controlling heating and cooling needs while at home or away, which reduces energy consumption.



Enbridge Gas is currently offering this Smart Thermostat Program to all residential customers.

Affordable housing program

This program is for customers below a specified level of income, or income-qualified customers, and is like the whole home program and offers at no cost:

- ✓ an energy audit
- ✓ insulation upgrades
- ✓ air sealing
- ✓ showerheads and aerators
- ✓ pipe wrap
- ✓ a smart thermostat



Enbridge Gas is currently offering the Home Winterproofing Program to qualified low-income customers.

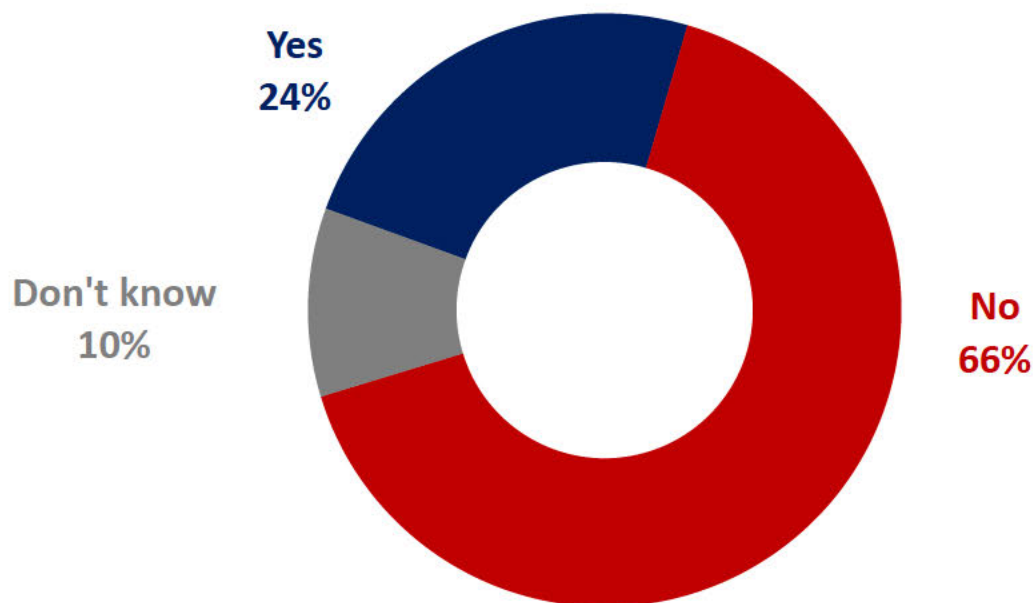
DSM Insight

Participation in Programs

Q

Have you at any point in time, participated in any Enbridge Gas energy conservation & energy efficiency improvement programs? [FOR LUG CUSTOMERS: This could include participating in any programs with Union Gas prior to 2019.]

[asked of all respondents; n=3,600]



	Rate Zone		Operations Regions			Consumption				LEAP Qualification		
	EGD	Union	GTA	North/ East	South	Low	Med- low	Med- high	High	Yes	No <\$71K	No >\$71K
Yes	25%	22%	27%	19%	23%	23%	24%	26%	23%	24%	23%	28%
No	64%	68%	62%	73%	67%	67%	66%	62%	67%	64%	67%	66%
Don't know	11%	10%	11%	8%	10%	10%	10%	11%	10%	12%	9%	6%

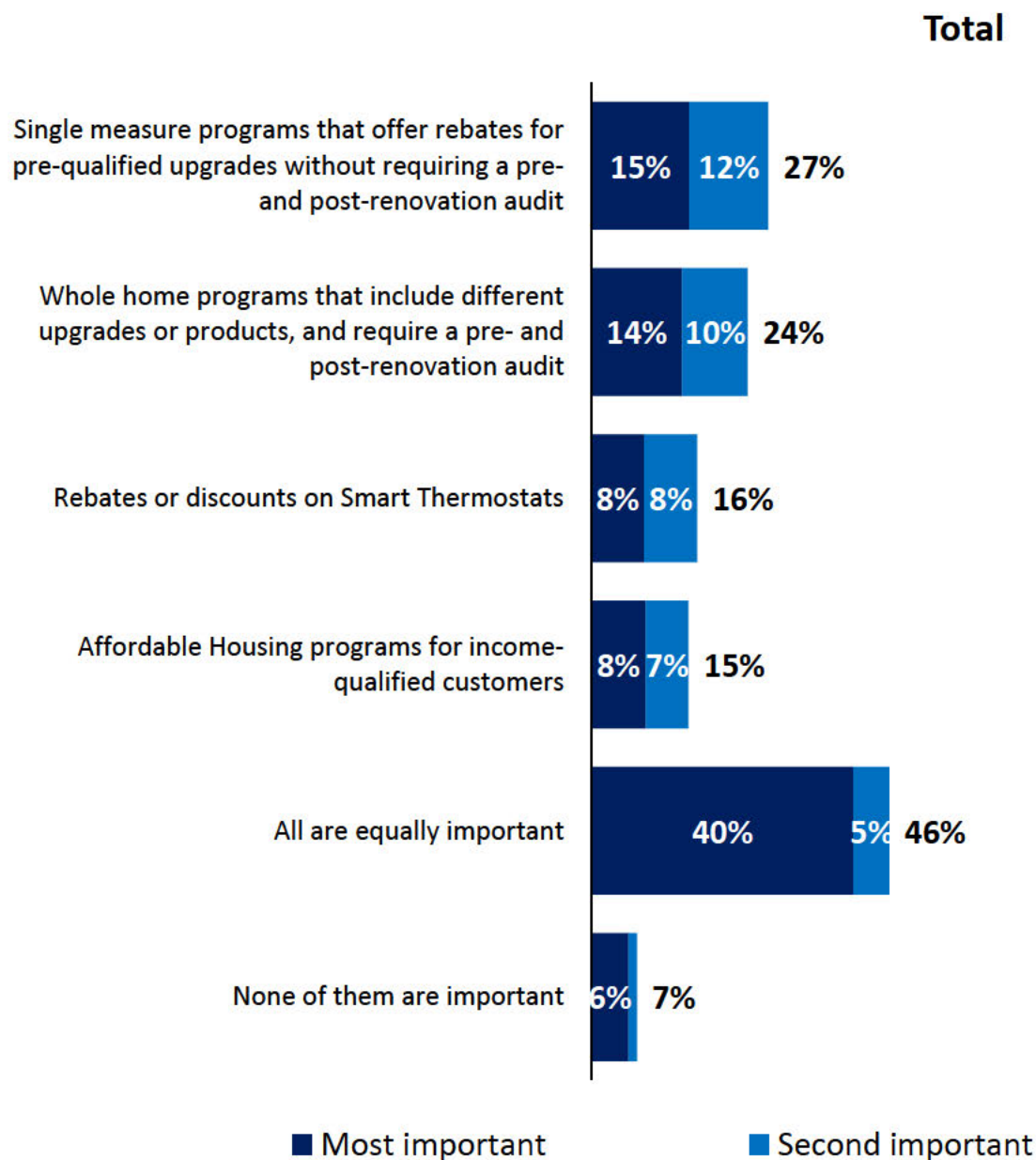
DSM Insight

Importance of Programs Offered

Q

Which of the programs you have just read about do you feel is the **most important** for Enbridge Gas to offer its residential customers? And which is **second most important**?

[asked of all respondents; n=3,600]



Note: 'Don't know' and 'No response' not shown. Respondents who say either 'All are equally important', 'None of them are important' or 'Don't know' do not get asked for further priorities.

DSM Insight

Importance of Programs Offered – Summary

Q

Which of the programs you have just read about do you feel is the **most important** for Enbridge Gas to offer its residential customers? And which is **second most important**?

[asked of all respondents; n=3,600]

% Total Important	Rate Zone			Operations Regions		
	Overview	EGD	Union	GTA	North/East	South
Single measure programs	27%	27%	27%	28%	24%	27%
Whole home programs	24%	25%	23%	25%	22%	23%
Rebates or discounts on Smart Thermostats	16%	17%	15%	17%	13%	16%
Affordable Housing programs for income-qualified customers	15%	16%	14%	15%	13%	15%
All are equally important	46%	44%	48%	44%	47%	47%
None of them are important	7%	7%	7%	7%	9%	7%

% Total Important	Consumption				LEAP Qualification			Participated in Programs	
	Low	Med-low	Med-high	High	Yes	No <\$71K	No >\$71K	Yes	No
Single measure programs	23%	27%	28%	31%	20%	24%	34%	30%	27%
Whole home programs	22%	25%	24%	26%	18%	23%	31%	32%	22%
Rebates or discounts on Smart Thermostats	15%	16%	15%	19%	12%	15%	20%	20%	15%
Affordable Housing programs for income-qualified customers	17%	16%	13%	13%	20%	16%	14%	15%	15%
All are equally important	49%	45%	45%	42%	54%	51%	42%	47%	45%
None of them are important	6%	7%	8%	7%	5%	4%	7%	3%	9%

Note: Priority labels have been shortened for brevity. See the previous slide for full label text.

‘Don’t know’ and ‘No response’ not shown. Respondents who say either ‘All are equally important’, ‘None of them are important’ or ‘Don’t know’ do not get asked for further priorities.

DSM Insight

Importance of Factors – Preamble

Building the plan: residential programs for 2026 to 2030

Currently, Enbridge Gas is determining the total budget and associated natural gas savings targets for its energy conservation plan for residential customers.

The Ontario Energy Board set the expectation for Enbridge Gas to do more in terms of energy conservation, so Enbridge Gas is considering different budgets and targets, which impacts the rates you pay.

There are three design factors that affect the size of the budget and the scale of the energy savings ...

- the number of programs and upgrades available
- the number of customers who participate
- the size of the rebates for available for energy saving upgrades or changes

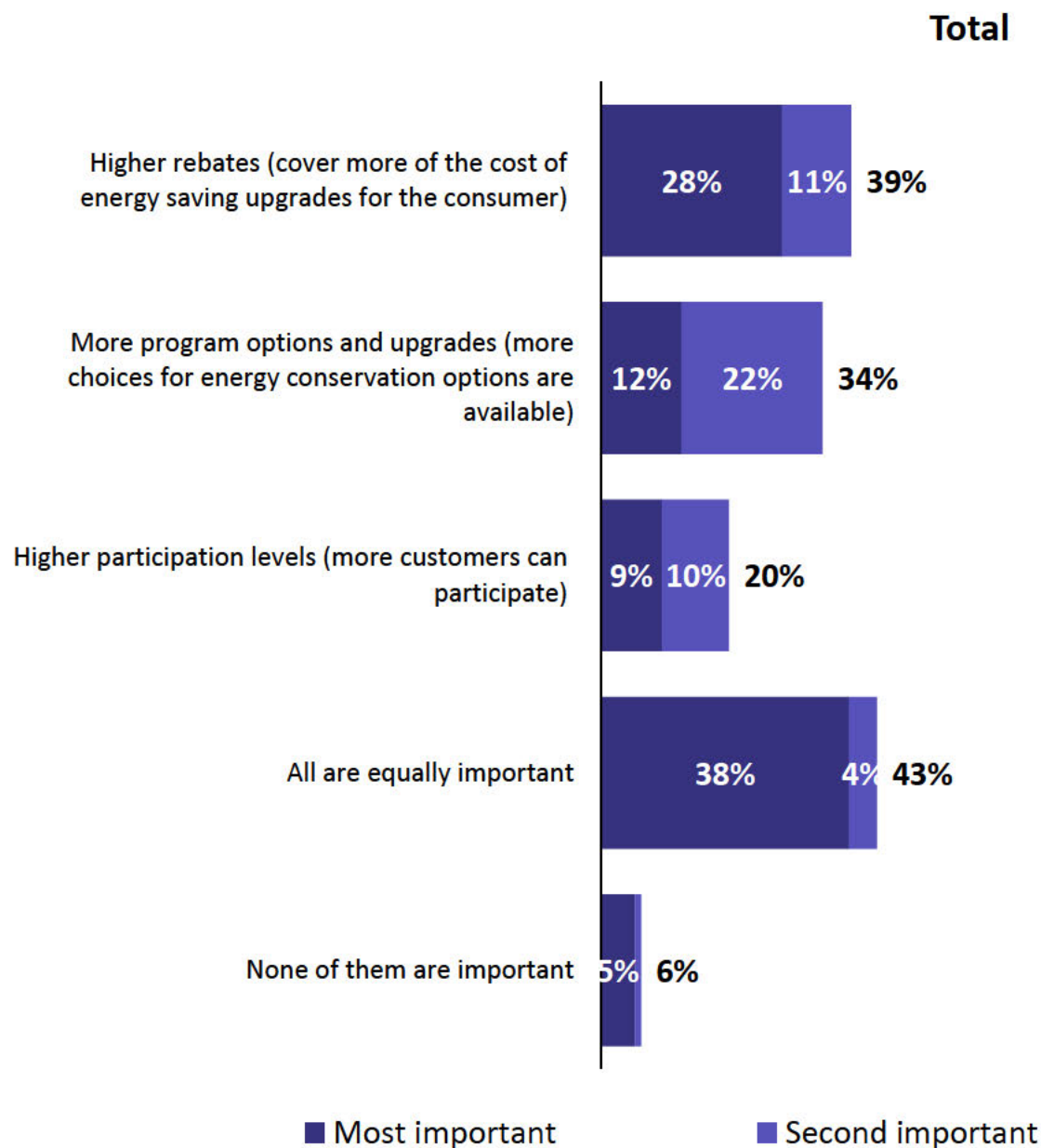
DSM Insight

Importance of Factors – Summary



When you think about these different factors, which of these are **most important** to you? And which is **second most** important?

[asked of all respondents; n=3,600]



Note: 'Don't know' and 'No response' not shown. Respondents who say either 'All are equally important', 'None of them are important' or 'Don't know' do not get asked for further priorities.

DSM Insight

Importance of Factors – Summary



When you think about these different factors, which of these are **most important** to you? And which is **second most** important?

[asked of all respondents; n=3,600]

% Total Important	Rate Zone			Operations Regions		
	Overview	EGD	Union	GTA	North/East	South
Higher rebates	39%	39%	39%	41%	35%	37%
More program options and upgrades	34%	35%	34%	36%	31%	34%
Higher participation levels	20%	20%	19%	20%	20%	19%
All are equally important	43%	42%	44%	41%	45%	44%
None of them are important	6%	6%	6%	6%	7%	6%

% Total Important	Consumption				LEAP Qualification			Participated in Programs	
	Low	Med-low	Med-high	High	Yes	No <\$71K	No >\$71K	Yes	No
Higher rebates	37%	39%	37%	42%	37%	35%	44%	44%	38%
More program options and upgrades	33%	33%	36%	35%	28%	31%	42%	40%	34%
Higher participation levels	20%	20%	19%	20%	14%	18%	28%	24%	19%
All are equally important	44%	43%	43%	38%	50%	50%	36%	42%	43%
None of them are important	5%	6%	7%	8%	5%	4%	5%	3%	8%

Note: Priority labels have been shortened for brevity. See the previous slide for full label text.

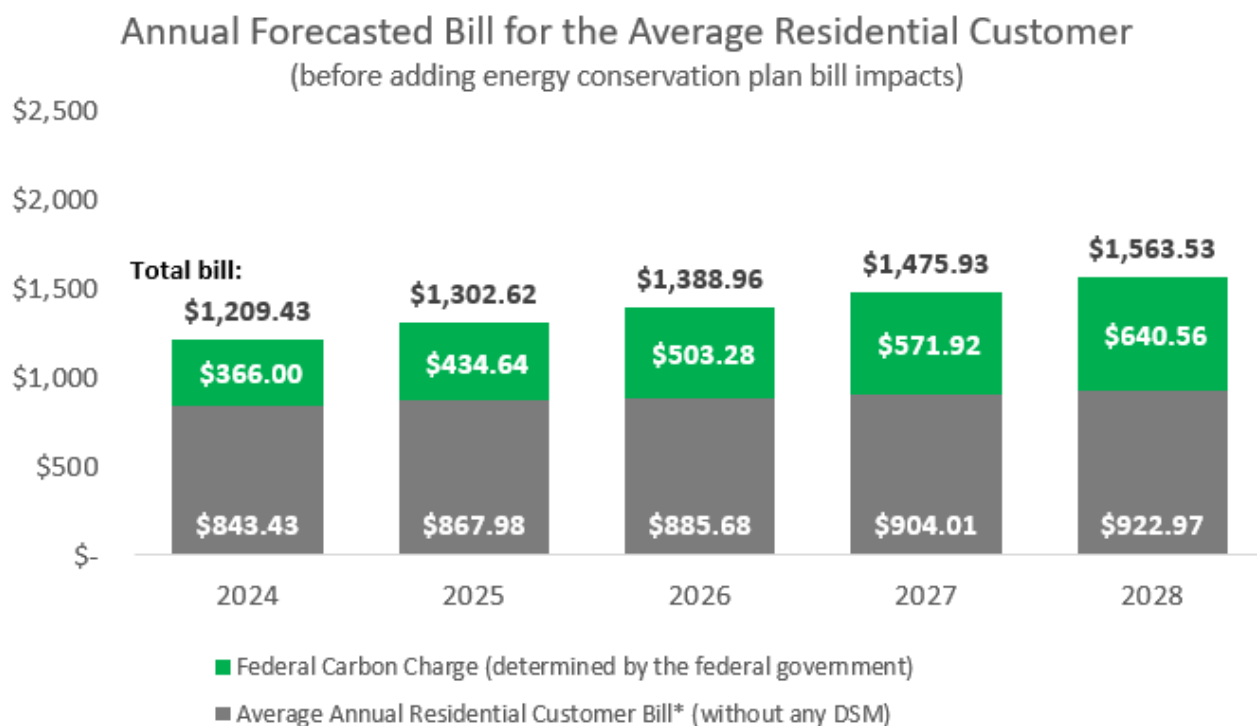
‘Don’t know’ and ‘No response’ not shown. Respondents who say either ‘All are equally important’, ‘None of them are important’ or ‘Don’t know’ do not get asked for further priorities.

DSM Insight

Importance of Factors – Preamble

Enbridge Gas planners use a variety of sources to determine what natural gas savings can be achieved and at what costs, including studies by third-party consultants, results from other utilities, and Enbridge Gas' experience delivering programs. Based on this preliminary information, Enbridge Gas planners have prepared **4 budget options**.

Before we look at the four budget options and impacts on your natural gas bill, please see the chart below as a reminder of the total average residential bill (and some other expected changes over the coming years). This average bill does not include any costs for energy conservation programs.



**Based on the average customer consuming 2,400 m³ of natural gas per year.*

The federal carbon charge is administered by the federal government and may result in rebates for some customers. The estimated cost for the carbon charge is based on information known today.

DSM Insight

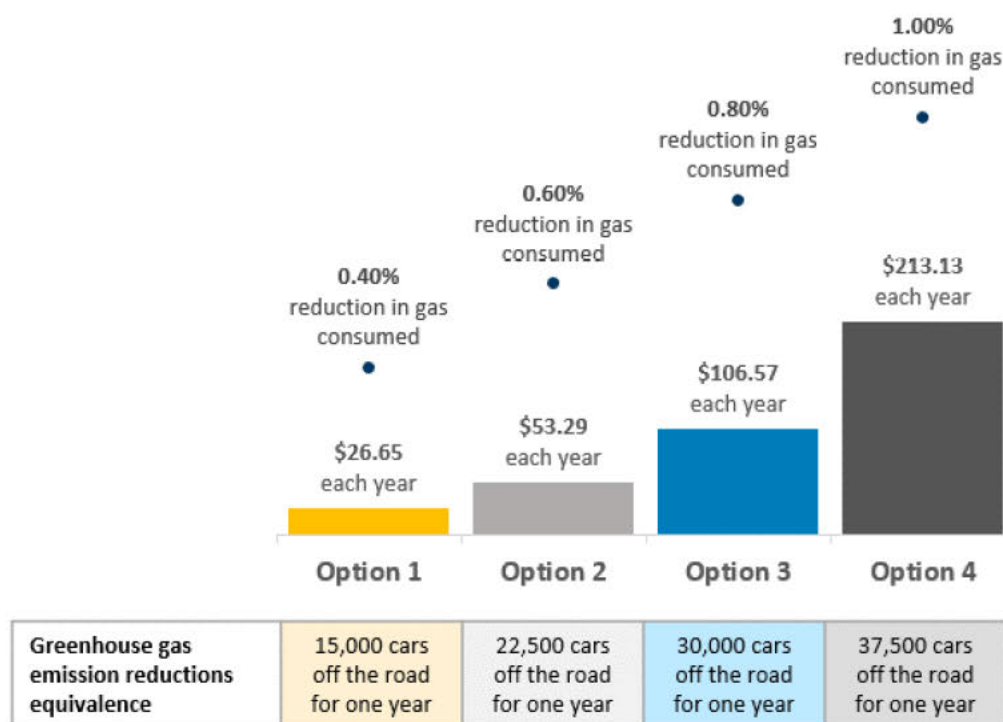
Importance of Factors – Preamble (Cont'd)

Now, let's look at the four budget options and the associated impact on your bill each year. The **reduction in natural gas consumption** means ...

- ✓ helping Ontario reduce greenhouse gas emissions
- ✓ program participants who make energy savings upgrades save money on their natural gas bills (the amount of money saved varies by the type of home and type of energy savings upgrades made in the home)

The reduction in natural gas savings is for the system and would vary for individual customers who participate in the programs. **You will see that as the budget increases, the savings targets don't increase in the same way as it becomes a little harder to save more and more natural gas.**

Annual budget options (\$) and annual reduction in natural gas consumption (%)



NOTE: All numeric estimates are preliminary and are subject to both your feedback and ongoing work to review as Enbridge Gas planners continue to work on their plans.

DSM Insight

Preliminary Budget Levels

Q

Given these preliminary budget levels, which of the following is closest to your view?

[asked of all respondents; n=3,600]

Enbridge Gas should implement Option 1, which is a continuation of the current approach to energy conservation programming. This option costs \$26.65 per year for the average residential customer and reduces natural gas consumption by 0.4% each year

25%

Enbridge Gas should implement Option 2, which sees a doubling of the current budget and allows Enbridge Gas to expand its approach to energy conservation programming. This option costs \$53.29 per year for the average residential customer and reduces natural gas consumption by 0.6% each year

12%

Enbridge Gas should implement Option 3, which sees an even further expansion of the budget to allow for even more programming. This option costs \$106.57 per year for the average residential customer and reduces natural gas consumption by 0.8% each year

8%

Enbridge Gas should implement Option 4, which sees a continued expansion of the budget and energy conservation programming. This option costs \$213.13 per year for the average residential customer and reduces natural gas consumption by 1.0% each year

7%

Enbridge Gas should not be offering any energy conservation plans at any budget level

14%

I don't have an opinion on this

21%

Don't know

13%

DSM Insight

Preliminary Budget Levels – Summary



Given these preliminary budget levels, which of the following is closest to your view?

[asked of all respondents; n=3,600]

	Overview	Rate Zone		Operations Regions		
		EGD	Union	GTA	North/East	South
Implement Option 1	25%	25%	26%	26%	23%	26%
Implement Option 2	12%	12%	13%	12%	13%	12%
Implement Option 3	8%	8%	8%	8%	8%	8%
Implement Option 4	7%	8%	6%	8%	7%	6%
Enbridge Gas should not be offering any energy conservation plans	14%	13%	15%	13%	16%	15%
I don't have an opinion on this	21%	21%	20%	21%	21%	21%
Don't know	13%	13%	12%	13%	13%	12%

	Consumption				LEAP Qualification			Participated in Programs	
	Low	Med-low	Med-high	High	Yes	No <\$71K	No >\$71K	Yes	No
Implement Option 1	25%	24%	25%	27%	26%	28%	27%	30%	25%
Implement Option 2	12%	13%	12%	11%	8%	14%	16%	14%	12%
Implement Option 3	8%	10%	7%	7%	5%	11%	11%	9%	7%
Implement Option 4	6%	7%	7%	8%	5%	6%	12%	9%	7%
Enbridge Gas should not be offering any energy conservation plans	14%	13%	15%	15%	11%	11%	12%	13%	15%
I don't have an opinion on this	22%	20%	21%	20%	26%	21%	14%	15%	23%
Don't know	13%	13%	12%	11%	18%	10%	8%	9%	12%

Note: Labels have been shortened for brevity. See the previous slide for full label text.

DSM Insight

Detailed Insight on Budget Levels – Preamble

Some more details about what's possible with each option

Planners have a mix of programs and rebates available that they can manage based on consumer demand to help achieve the natural gas savings targets.

We've already gone through the current programs in the earlier pages.

Increasing the budget beyond current levels would allow them to expand beyond those programs. Examples of new programs include:

- Introduce a new **behavioural program** that focuses on behaviours around energy consumption rather than upgrades to the home
- **Advance energy literacy and education** through tools that help customers identify energy efficiency opportunities in the home
- Advance overall **market education and awareness** of energy conservation
- Increase the market's capacity to support upgrades, through **training** and by **sharing best practices** with heating contractors, insulation installers, etc.

For the 4 annual budget and natural gas target savings options presented earlier, we would like to also share some additional information about:

- the number of customers who are likely to participate in each option; and
- the level of their upgrade costs that would be covered.

For some of the larger budgets, it would take some time to implement the full budget. The year in which the full program and costs are implemented is shown for each option.

Option 1: \$26.65/0.4% per year

- Current list of program options
- No increase in program participation compared to current*
- 40% of upgrade cost covered for customers, *on average*
- Full program and costs by 2025

Option 2: \$53.29/0.6% per year

- Start expansion of program options (*as shown above*)
- 50% more participants than current
- 60% of upgrade cost covered for customers, *on average*
- Full program and costs by 2026

Option 3: \$106.57/0.8% per year

- More of expanded list of program options (*as shown above*)
- 100% more participants than current
- 80% of upgrade cost covered for customers, *on average*
- Full program and costs by 2027

Option 4: \$213.13/1.0% per year

- Expanded list of program options
- 150% more participants than current
- Up to 100% of upgrade cost covered for customers (while not all, some items may be free)
- Full program and costs by 2028

* participation in 2023 was 82,000 residential customers

DSM Insight

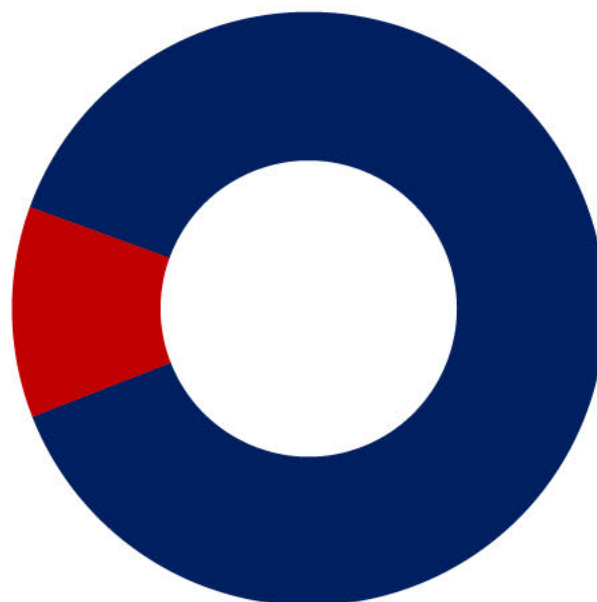
Detailed Insight on Budget Levels

Q

Given this further information on each of the four options, and knowing that you may be able to participate in Enbridge Gas' energy conservation programs, would you like to keep the same budget and target options as you selected in the previous question, or would you like to change your selection?

[asked of all respondents; n=3,600]

**No, I would like
to change my
selection**
11%



**Yes, I would like
to keep my
selection**
89%

	Rate Zone		Operations Regions			Consumption				LEAP Qualification			Participated in Programs	
	EGD	Union	GTA	North /East	South	Low	Med-low	Med-high	High	Yes	No <\$71K	No >\$71K	Yes	No
Yes	88%	89%	88%	87%	90%	88%	89%	87%	90%	87%	89%	88%	89%	88%
No	12%	11%	12%	13%	10%	12%	11%	13%	10%	13%	11%	12%	11%	12%

DSM Insight

Post Preliminary Budget Levels

Q

Given these preliminary budget levels, which of the following is closest to your view?

[asked of all respondents who changed their selection; n=414]

Enbridge Gas should implement Option 1, which is a continuation of the current approach to energy conservation programming. This option costs \$26.65 per year for the average residential customer and reduces natural gas consumption by 0.4% each year

24%

Enbridge Gas should implement Option 2, which sees a doubling of the current budget and allows Enbridge Gas to expand its approach to energy conservation programming. This option costs \$53.29 per year for the average residential customer and reduces natural gas consumption by 0.6% each year

19%

Enbridge Gas should implement Option 3, which sees an even further expansion of the budget to allow for even more programming. This option costs \$106.57 per year for the average residential customer and reduces natural gas consumption by 0.8% each year

17%

Enbridge Gas should implement Option 4, which sees a continued expansion of the budget and energy conservation programming. This option costs \$213.13 per year for the average residential customer and reduces natural gas consumption by 1.0% each year

11%

Enbridge Gas should not be offering any energy conservation plans at any budget level

4%

I don't have an opinion on this

12%

Don't know

12%

DSM Insight

Post Preliminary Budget Levels – Summary



Given these preliminary budget levels, which of the following is closest to your view?

[asked of all respondents who changed their selection; n=414]

	Overview	Rate Zone		Operations Regions		
		EGD	Union	GTA	North/East	South
Implement Option 1	24%	26%	21%	27%	21%	22%
Implement Option 2	19%	18%	22%	18%	21%	21%
Implement Option 3	17%	15%	19%	15%	17%	20%
Implement Option 4	11%	11%	11%	10%	12%	10%
Enbridge Gas should not be offering any energy conservation plans	4%	4%	5%	5%	4%	4%
I don't have an opinion on this	12%	12%	13%	11%	11%	15%
Don't know	12%	14%	9%	14%	13%	8%

	Consumption				LEAP Qualification			Participated in Programs	
	Low	Med-low	Med-high	High	Yes	No <\$71K	No >\$71K	Yes	No
Implement Option 1	23%	22%	26%	27%	29%	20%	22%	29%	23%
Implement Option 2	17%	24%	21%	17%	16%	17%	25%	24%	20%
Implement Option 3	16%	18%	17%	16%	15%	17%	22%	20%	17%
Implement Option 4	12%	11%	6%	15%	7%	13%	15%	10%	11%
Enbridge Gas should not be offering any energy conservation plans	3%	6%	5%	4%	5%	8%	3%	3%	5%
I don't have an opinion on this	16%	9%	13%	7%	13%	12%	8%	9%	12%
Don't know	12%	10%	13%	13%	15%	12%	4%	6%	12%

Note: Labels have been shortened for brevity. See the previous slide for full label text.

DSM Insight

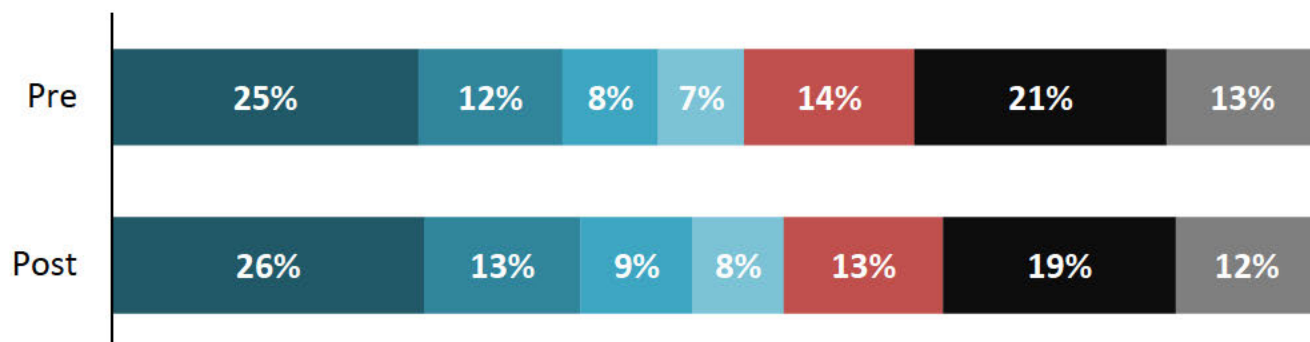
Impact of Additional Information

Q

PRE: Given these preliminary budget levels, which of the following is closest to your view?

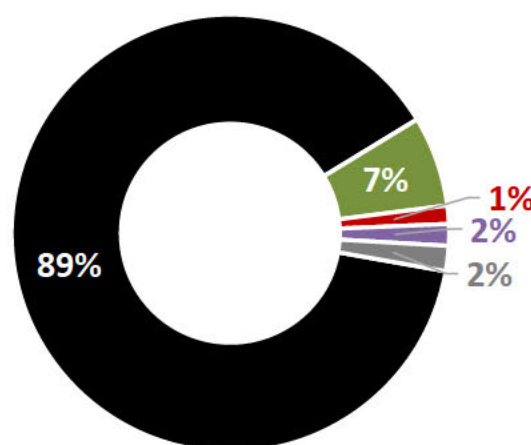
POST: Given these preliminary budget levels, which of the following is closest to your view?

[asked of all respondents; n=3,600]



- Implement Option 1 - Costs \$26.65 per year and reduces natural gas consumption by 0.4% each year
- Implement Option 2 - Costs \$53.29 per year and reduces natural gas consumption by 0.6% each year
- Implement Option 3 - Costs \$106.57 per year and reduces natural gas consumption by 0.8% each year
- Implement Option 4 - Costs \$213.13 per year and reduces natural gas consumption by 1.0% each year
- Enbridge Gas should not be offering any energy conservation plans at any budget level
- I don't have an opinion on this
- Don't know

Summary of change in responses once exposed to additional information



- Kept original selection
- Spend more
- Spend less
- Conflicted
- Still no opinion/DK

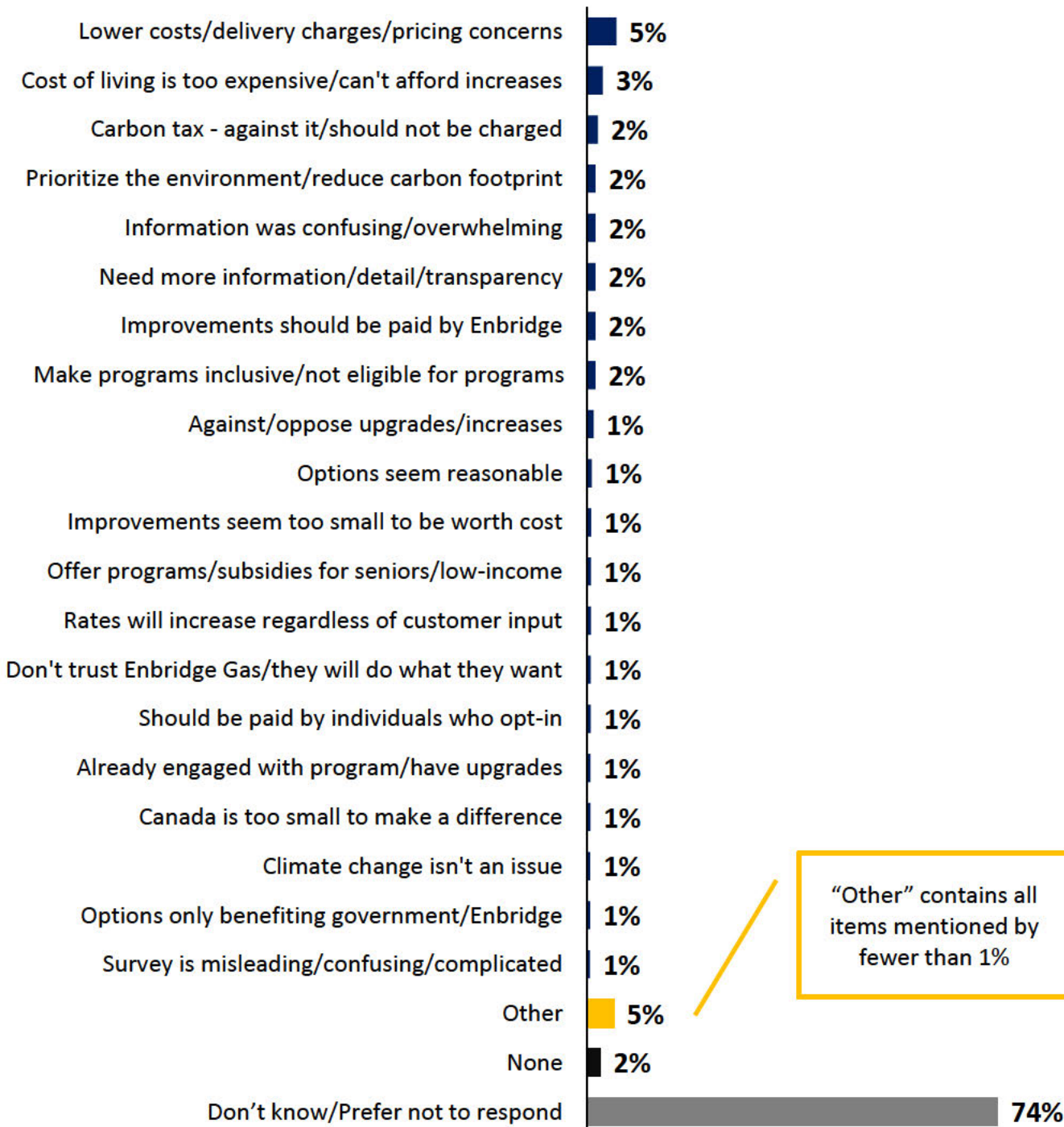
DSM Insight

Comments on the Four Options



If you have any comments about these four options, please enter them in the space provided below.

[asked of all respondents; n=3,600]



Note: Multiple mentions allowed; totals may exceed 100%.



Final Thoughts

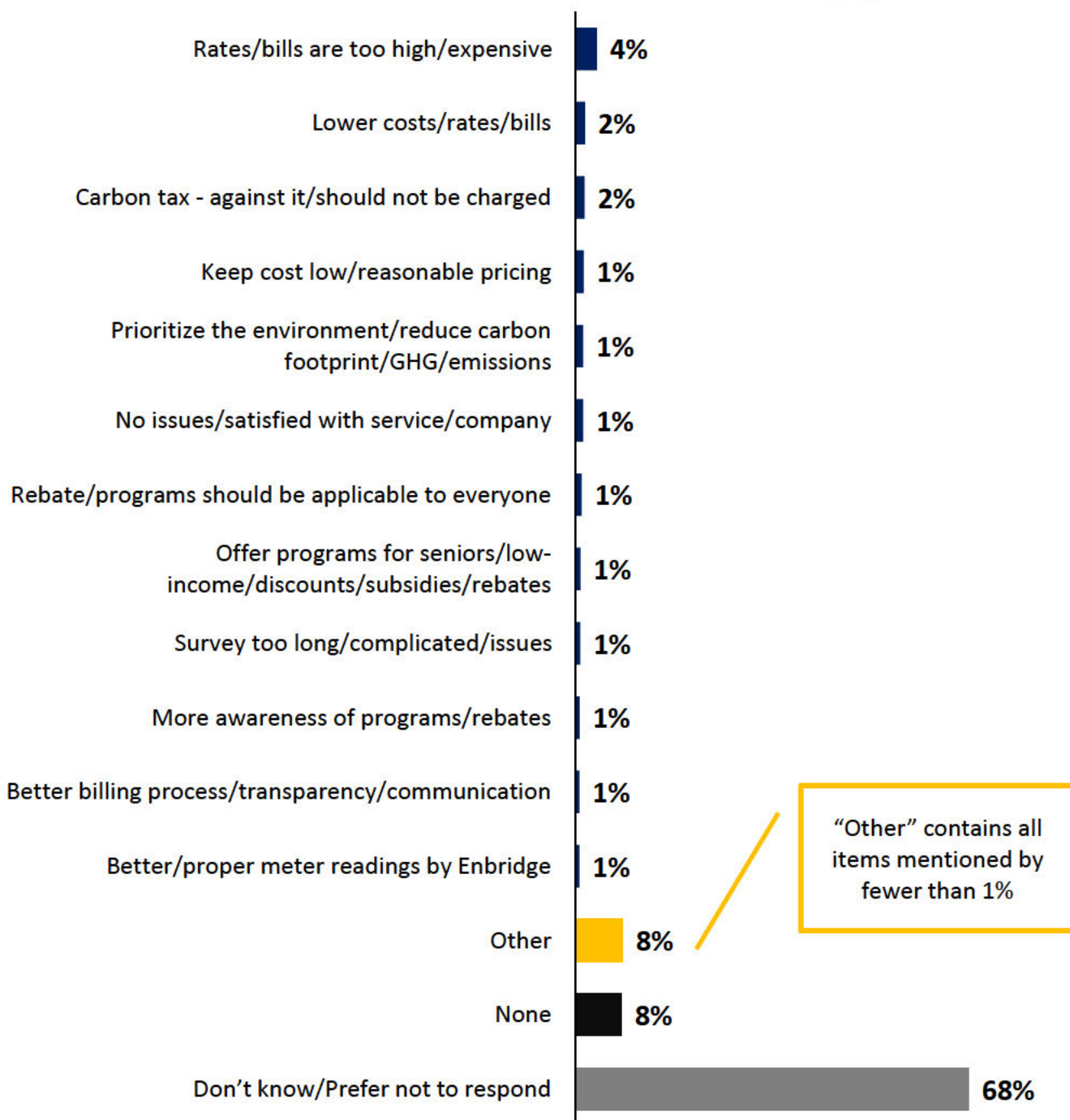
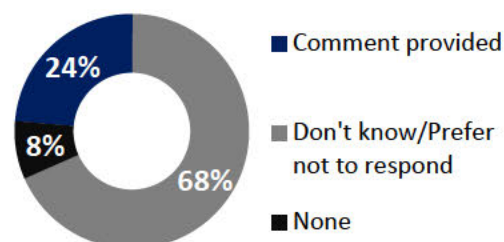
Final Thoughts

Additional Comments



Is there anything else that you would like to share with Enbridge Gas?

[asked of all respondents; n=3,600]



Note: Labels have been shortened for brevity.

Final Thoughts

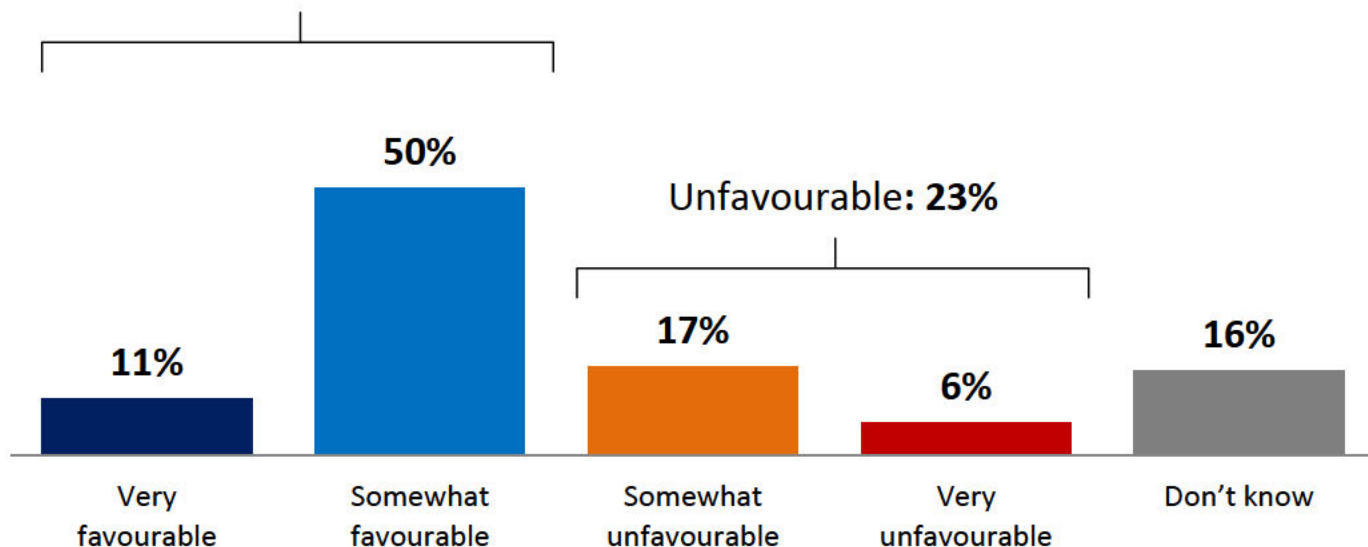
Survey Impression



Overall, did you have a favourable or unfavourable impression of the survey you just completed?

[asked of all respondents; n=3,600]

Favourable: **61%**



	Rate Zone		Operations Regions			Consumption				LEAP Qualification			Participated in Programs	
	EGD	Union	GTA	North /East	South	Low	Med-low	Med-high	High	Yes	No <\$71K	No >\$71K	Yes	No
Very favourable	11%	10%	11%	10%	10%	11%	12%	10%	10%	14%	12%	12%	13%	10%
Somewhat favourable	50%	51%	50%	51%	50%	51%	52%	50%	49%	51%	55%	56%	54%	50%
Somewhat unfavourable	17%	17%	16%	17%	17%	17%	16%	17%	17%	14%	14%	15%	15%	17%
Very unfavourable	6%	6%	6%	6%	6%	6%	6%	6%	7%	4%	3%	5%	5%	7%
Don't know	16%	15%	16%	16%	16%	15%	14%	18%	17%	16%	16%	11%	12%	16%
Favourable (Very + Somewhat)	61%	61%	62%	62%	60%	62%	64%	60%	59%	65%	67%	68%	67%	60%
Unfavourable (Very + Somewhat)	23%	23%	23%	23%	24%	23%	22%	23%	24%	19%	17%	20%	21%	24%

Final Thoughts

Amount of Information



In this survey, do you feel that Enbridge Gas provided too much information, not enough, or just the right amount?

[asked of all respondents; n=3,600]

Too little information

12%

Don't know

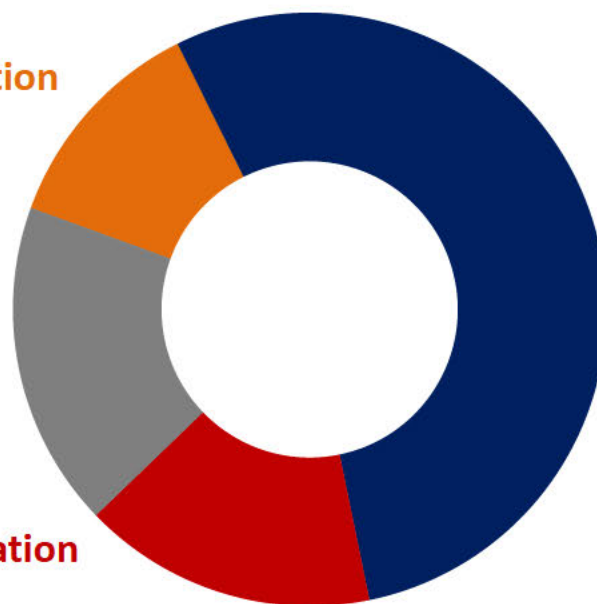
18%

Too much information

16%

Just the right amount of information

54%



	Rate Zone		Operations Regions			Consumption				LEAP Qualification			Participated in Programs	
	EGD	Union	GTA	North /East	South	Low	Med-low	Med-high	High	Yes	No <\$71K	No >\$71K	Yes	No
Too little information	12%	12%	13%	11%	12%	13%	11%	12%	13%	10%	11%	12%	13%	12%
Just the right amount	53%	56%	53%	56%	55%	54%	57%	53%	51%	58%	59%	60%	59%	54%
Too much information	18%	14%	18%	14%	14%	15%	14%	17%	19%	14%	15%	16%	14%	16%
Don't know	17%	18%	17%	18%	19%	18%	18%	18%	17%	19%	15%	12%	14%	18%



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For more information, please contact:

Greg Lyle

President

416-642-6429

glyle@innovativeresearch.ca

Susan Oakes

Vice President

(416) 642-6341

soakes@innovativeresearch.ca

Dr. Olga Rodriguez-Sierra **Report Contributors:**

Director

416-528-3296

osierra@innovativeresearch.ca

Martha Villarreal Lopez, Senior Consultant

Yam Wachiralappaitoon, Research Analyst

ENBRIDGE GAS INC.

Answer to Undertaking from
MINOGI AND THREE FIRES GROUP INC.

Undertaking:

Tr: 141

To provide a sample calculation and the assumptions that are used in terms of the energy density and the related parameters.

Response:

A sample calculation of the conversion of the cost of natural gas from a volume basis to an energy basis (\$0.03 per kWh) is provided below:

$$\$0.309 \text{ per m}^3 \div 0.0373 \text{ GJ per m}^3 = \$8.284 \text{ per GJ}$$

$$\$8.284 \text{ per GJ} \div 277.7778 \text{ kWh per GJ} = \mathbf{\$0.03 \text{ per kWh}}$$

Table 1: Assumptions Used

Value	Source
\$0.309 per m ³	Enbridge Gas Rates (EGD Rate Zone), April 1 2025 ¹
0.0373 GJ per m ³	Canada Energy Regulator ²
277.7778 kWh per GJ	Canada Energy Regulator ³

¹ See: <https://www.oeb.ca/sites/default/files/gram-enbridge-20250401-en.pdf>, page 2. This includes the Gas Supply Charge, Cost Adjustment, Delivery to You (average of all tiers), Facility Carbon Charge, and Rate Adjustments.

² See: <https://apps.cer-rec.gc.ca/Conversion/conversion-tables.aspx>.

³ See: <https://apps.cer-rec.gc.ca/Conversion/conversion-tables.aspx>.

ENBRIDGE GAS INC.

Answer to Undertaking from
Miniogi and Three Fires Group Inc.

Undertaking:

Tr: 152

To advise of the total amount of gas consumption at 15 degrees Celsius and at 20 degrees Celsius.

Response:

The annual space heating natural gas consumption at outdoor air temperatures above 15 °C and 20 °C is less than 1 m³ and 0 m³, respectively, for the modeled Toronto home. Please see Table 1 below for Table 1 at Exhibit C, Tab 2, Schedule 2, Page 7, reproduced to include 15°C and 20°C.

Table 1
Annual Natural Gas Savings vs. Outdoor Switch-Over Temperature for a Typical Residential Consumer in Toronto

Outdoor Switch-Over Temperature	Annual Natural Gas Savings from Operating Electric ccASHP Above Outdoor Switch-Over Temperature
20 °C	0 m ³
15 °C	< 1 m ³
10 °C	25 m ³
5 °C	250 m ³
0 °C	760 m ³
-5 °C	1370 m ³
-10 °C	1675 m ³
-16 °C ¹	1765 m ³

¹ Assuming all days in the year are above -16 °C, this scenario can be used to estimate the annual natural gas savings from using an electric ccASHP exclusively for space heating.