

August 22, 2025

VIA EMAIL:

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")
2026 Demand Side Management Plan Application ("Rollover Application")
Enbridge Gas's Request for Confidential Treatment
File: EB-2024-0198

We are counsel to Enbridge Gas and are writing in accordance with Procedural Order No. 6 dated August 18, 2025 ("**PO No. 6**") in response to the submissions of OEB Staff ("**Staff**"), School Energy Coalition ("**SEC**"), Pollution Probe ("**PP**") and the Independent Electricity System Operator ("**IESO**") in respect of the request for confidential treatment made by Enbridge Gas in a letter dated August 8, 2025 to the OEB (the "**Enbridge Gas Letter**"). Enbridge Gas relies upon the submissions made in support of confidential treatment in the Enbridge Gas Letter, its letter of August 13, 2025, as well as the IESO letters dated August 14, 2025 and August 20, 2025 (together the "**IESO Submissions**"). In consequence Enbridge Gas will avoid repeating same in this response.

Before turning to specific comments made by parties, Enbridge Gas provides the following more general comments.

Procedural Issue

The IESO in its letter of August 20, 2025 supporting the request for confidential treatment by Enbridge Gas sets out its understanding of applicable provisions of the OEB's Practice Direction on Confidential Filings¹ (the "**Practice Direction**"). Enbridge Gas similarly interpreted the Practice Direction and, like the IESO, understood that the OEB would make a decision on requests for redactions on the basis of non-relevance without requiring submissions from parties.²

¹ Practice Direction, revised December 17, 2021.

² Practice Direction, revised December 17, 2021, Parts 11.1.3, 11.1.4, and 12.

Enbridge Gas is sensitive to the OEB's desire for transparency and the comments quoted by Staff of the Chief Commissioner in the OEB's cover letter posting the revised version of the Practice Direction.³ As confirmed in the Enbridge Gas Letter at page 2:

Rather than requesting that all non-relevant information be redacted from the Agreement, every effort was made to limit the scope of the requests for confidential treatment commensurate with the sensitivity of the information at issue and the expected harm that would result if made public.

What Enbridge Gas did is completely consistent with the Practice Direction. The Company notes that in many of the instances where Enbridge Gas claimed confidential treatment for reasons of irrelevance, Staff have agreed that there would be harm if the materials were placed on the public record and for this reason the materials should remain confidential. Examples of this are Schedules E and F to the Collaboration and Cooperation Agreement between Enbridge Gas and the IESO for the Home Renovation Savings ("HRS") Program, executed July 7, 2025 ("**Agreement**") which set out the IESO's Cybersecurity Protocols and the HRS Program Style Guidelines. Enbridge Gas notes that no party has attempted to explain how these schedules are in any way relevant to the Rollover Application. They are easily identifiable being stand-alone schedules which do not assist in the interpretation of other aspects of the Agreement and contain no financial or cost sharing terms.

Parties could not also specifically articulate how the pages and information included in the PDF of the Agreement in error (pages 91-97 and the green highlighted "2026 Salary" information on page 89) could in anyway be relevant. Staff seem to appreciate that once the Agreement is amended, these pages and information will be removed and will no longer exist and for this reason should not be placed on the public record. Enbridge Gas submits that this approach is consistent with page 1 of the Practice Direction which states that superseded drafts of earlier materials would generally not be relevant to proceedings before the OEB.

The opposite submissions by PP are simply wrong in fact and law. Where the parties to an Agreement acknowledge that materials have been included in error, they do not form part of the Agreement and are of no value.

If a party is unable to request redaction for non-relevance of materials that form no part of an Agreement, then one must question whether there is any basis to claim non-relevance. More broadly, in Enbridge Gas's view, adopting Staff's restrictive view of when requests for confidential

³ EB-2021-0227, OEB Chief Commissioner Lynne Anderson Cover Letter, December 17, 2021, p. 5 (as noted on p. 3 of Staff's Submission). The full quote reads: "The OEB generally expects that only relevant information will be filed in a proceeding. In preparing documents, regulated entities should take steps to avoid co-mingling information that is relevant to its regulated business with other information that is not relevant to the regulated business. However, in some circumstances, a party may need to file a document that contains some information that is relevant and other information that is not relevant to a particular proceeding. Recognizing this, the OEB has added a new Part 11 to the Practice Direction that addresses what a party should do if it seeks to redact non-relevant information from its filing and how the OEB will address such requests. There is, however, no requirement to redact out non-relevant information from a document that also contains relevant information **and generally the OEB would not expect parties to do so absent a particular concern about the non-relevant information being made public**" (emphasis added).

treatment can be made on the basis of relevancy risks rendering meaningless the provisions in the Practice Directions that contemplates such redactions, and risks resulting in unnecessary inefficiencies in the regulatory process. Allowing non-relevant information to be placed on the record risks creating confusion, as parties may inadvertently misuse information that is irrelevant and/or immaterial to the issues before the OEB, especially in a proceeding such as the 2026 Rollover Application which involves a limited scope. This can, in turn, result in longer/additional submissions and needless disputes, thereby diverting resources from matters that are properly in scope. Enbridge Gas believes that a more efficient way of addressing non-relevant information is for the OEB to review the redaction requests and confirm whether the information is, in fact, not relevant to the proceeding, consistent with the process set out in the Practice Direction.

Furthermore, intervenor requests for access to any and all information that involves a third party (including information that is clearly not relevant to the scope of the proceeding based on its description) must be weighed against the impacts to Enbridge Gas's ability to collaborate with third parties. Requiring third parties to expend time and resources assisting the Company in responding to requests about information that is clearly not relevant to Enbridge Gas's proceeding can have a negative effect on the willingness of third parties to collaborate with the Company.

Enbridge Gas feels compelled to respond to the apparent questioning by PP of the bona fides of the claim by Enbridge Gas and the IESO that the pages were included inadvertently by reason of the fact that an amending agreement has not yet been filed. As noted in the Enbridge Gas Letter at page 2, it was subsequent to the Technical Conference that the parties discovered that the pages and information was inadvertently included in the PDF of the Agreement in error. Given that these inadvertencies were only recently detected, there should be no surprise that both parties have not yet executed a fresh amending agreement particularly when both parties have confirmed the error on the record.

PP Submission Misstatements

PP's submission includes several factual inaccuracies and misleading statements. For the purpose of this submission Enbridge Gas believes it is necessary to respond to a few specific examples.

- a) PP states⁴ that "[f]ollowing the issuance of Procedural Order No. 6, Enbridge has provided an unredacted version of the Agreement, **as is normal protocol to allow parties to review and provide submissions on Enbridge's redaction requests**" [emphasis added].

This is misleading. In accordance with the Practice Direction and as noted by the IESO in its August 20, 2025 submission, Enbridge Gas is not required to provide intervenors who sign the OEB's Confidentiality Declaration and Undertaking ("**Declaration**") with a copy of unredacted non-relevant information. Part 12 of the Practice Direction states that intervenors will not be granted access to unredacted non-relevant information, unless the OEB determines that the redacted information is, in fact, relevant.

⁴ PP Submissions on Confidentiality Requests, August 20, 2025, p. 2.

For clarity, after PP signed the Declaration (and prior to the OEB issuing PO No. 6), Enbridge Gas provided PP with a version of the Agreement that included the unredacted confidential information (but with redacted non-relevant information), which is Enbridge Gas's understanding of the normal protocol and is consistent with the Practice Direction.

- b) PP goes on to state⁵ that “[i]n that most recent document, Enbridge has modified the basis of its original confidentiality request, added new colour coding to the redacted version and included a new category for ‘duplicate and erroneous’ information.”

This is false. Enbridge Gas has not made any modifications to the Company's August 8, 2025 confidentiality requests, has not added any new colour coding, and has not included a new category for “duplicate and erroneous” information.

For clarity, immediately following the issuance of PO No. 6, Enbridge Gas e-mailed PP (and the other intervenors who signed the Declaration) the same confidential, fully unredacted version of the Agreement that was filed confidentially with the OEB on August 8, 2025 (which includes the unredacted non-relevant information). Consistent with the Practice Direction,⁶ this version of the Agreement includes highlighting to identify to the OEB the specific information that is redacted in the public version of the Agreement, and is otherwise entirely consistent with the August 8, 2025 public version of the Agreement. No modifications were made nor new colour coding added.

Furthermore, contrary to PP's assertion, Enbridge Gas has not added any new reasons or categories for the redactions. For example, the redactions for duplicate and erroneous information that PP refers to with respect to the confidential, fully unredacted version of the Agreement (highlighted in green on pages 89 and 91-97 of the confidential version of the Agreement) are described in the August 8, 2025 cover letter appended to the publicly filed version of the Agreement (see page 6 of the cover letter for the redactions on page 89, and pages 7-8 of the cover letter for the redactions on pages 91-97).

- c) PP goes on to state⁷ that “[i]t is also interesting to note that when Enbridge refiled the undertaking response, the table laying out the details supporting requested redactions was removed”.

This is false. When referring to a “refiled” undertaking response, PP appears to be referring to an August 14, 2025 update to a different undertaking response (Exhibit JT1.7) and its corresponding cover letter, which is unrelated to the Company's August 8, 2025 confidentiality request associated with the Agreement (Exhibit JT1.6, Attachment 1). In Enbridge Gas's cover letter appended to its August 14, 2025 update to Exhibit JT1.7, and consistent with the requirements under Part 11.03(b) of the OEB's Rules of Practice and Procedure, the Company provided a table that describes the update to that undertaking response. PP's assertion that by filing this unrelated update to Exhibit JT1.7 on August 14, 2025, that Enbridge Gas has removed or withdrawn its August 8, 2025 confidentiality request for Exhibit JT1.6, Attachment 1, is erroneous.

⁵ PP Submissions on Confidentiality Requests, August 20, 2025, p. 2.

⁶ See Practice Direction, Part 5.1.4(c). Also see Part 12 which requires the Applicant to file only one confidential unredacted version of the document that includes all redactions identified (with potentially different markings to identify the different grounds for each redaction).

⁷ PP Submissions on Confidentiality Requests, August 20, 2025, p. 2.

Enbridge Gas's Responses Re: Confidential Treatment for Other Reasons

In the table below, Enbridge Gas identifies the positions taken by SEC and Staff. Enbridge Gas does not respond further to the submissions of PP given the very high level nature of its submissions which did not address the specifics of the reasons cited for confidential treatment for reasons other than relevance.

One further matter of a more general nature. SEC states at page 2 of its submission in respect of pages 87-89 and 92 of Schedule A that "all of the figures on the page are money to be collected from either gas or electricity ratepayers". This is not correct. The IESO is not a rate regulated entity and the OEB has no jurisdiction over the source and amount of the IESO's funding commitments to the HRS Program. In this respect, the IESO is in fact no different than an unregulated third party that enters into an agreement with Enbridge Gas for the delivery of a DSM program offering. There is no reason why the IESO's concerns about the release of commercially sensitive and possibly harmful material should be viewed by the OEB with any less concern than any other unregulated third party.

| Portion of Agreement (Exhibit JT1.6, Attachment 1) | Brief Description | Confidential Information Location | Positions Taken and Enbridge Gas's Response |
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| Article 10.1 | Insurance Limits | Pages 39-40 of Attachment 1 | <p><u>Staff Position:</u></p> <p>Supports confidential treatment</p> <p><u>SEC Position:</u></p> <p>"If the insurance limits are unusually low, perhaps confidentiality would be appropriate" otherwise it does not support.</p> <p><u>Enbridge Gas Response:</u></p> <p>Relies upon the Enbridge Gas Letter and the IESO Submissions.</p> |

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| Article 11.2 | Cumulative Liability Limits | Page 43 of Attachment 1 | <p><u>Staff Position:</u></p> <p>Supports confidential treatment</p> <p><u>SEC Position:</u></p> <p>Does not support confidentiality based upon SEC's view of what is "standard".</p> <p><u>Enbridge Gas Response:</u></p> <p>Relies upon the Enbridge Gas Letter and the IESO Submissions.</p> |
| Schedule A, Article 3.1(g) | HRS Program General Requirements, Employee Rate Increases | Page 77 of Attachment 1 | <p><u>Staff Position:</u></p> <p>Does not support confidential treatment.</p> <p><u>SEC Position:</u></p> <p>Does not support confidential treatment.</p> <p><u>Enbridge Gas Response:</u></p> <p>Relies upon the Enbridge Gas Letter and the IESO Submissions that the disclosure of the applicable percentage figure could prejudice future negotiations with other parties.</p> |
| Appendix A to Schedule A | Program Set-up Expenses | Page 90 of Attachment 1 | <p><u>Staff Position:</u></p> <p>Supports redacting unit pricing; Staff do not support redacting the contribution percentages paid to date.</p> <p><u>SEC Position:</u></p> <p>Does not support confidential treatment.</p> |

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| | | | <p><u>Enbridge Gas Response:</u></p> <p>Staff's Submission supports the request for confidential treatment of the information redacted in yellow and blue for reasons of commercial sensitivity.</p> <p>In respect of the information redacted in red, Enbridge Gas relies upon the Enbridge Gas Letter and the IESO Submissions.</p> |
| Appendix B to Schedule A | <p>Illustrative Cost Sharing Example Tables:</p> <ul style="list-style-type: none"> - <i>Summary Table</i> - <i>2025 Expenses Table</i> - <i>2026/2027 Expenses Table</i> | <p><i>Summary Table: Page 87 of Attachment 1</i></p> <p><i>2025 Expenses Table: Page 88 of Attachment 1</i></p> <p><i>2026/2027 Expenses Table: Page 89 of Attachment 1</i></p> | <p><u>Staff Position:</u></p> <p>Do not support redacting aggregate HRS program and budget forecasts; Staff support redacting detailed 2025, 2026 and 2027 line item expenses.</p> <p><u>SEC Position:</u></p> <p>Does not support confidential treatment.</p> <p><u>Enbridge Gas Response:</u></p> <p>Enbridge Gas notes that SEC did not address the specific reasons stated in the Enbridge as Letter for confidential treatment by reason of commercial sensitivity other than at a very general high level.</p> <p>Staff's Submission in respect to page 88 supports the claims for confidential treatment due to commercial sensitivity of the redactions highlighted in yellow and blue for the reasons stated in the Enbridge Gas Letter.</p> <p>Enbridge Gas is however concerned that in respect of the information on pages 87, 88, and 89 that Staff do not support being redacted for reasons of commercial sensitivity that Staff may not have identified that, if disclosed, a party may be</p> |

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| | | | <p>able to reverse engineer the data to arrive at the results which Staff agree are commercially sensitive. This is not meant as a criticism as it takes some careful analysis, but Enbridge Gas (and the IESO) believe that this reverse engineering is possible if not all of the redactions for commercial sensitivity are sustained.</p> <p>In respect of Staff's comments in regard to the data highlighted in green on page 89 (the "2026 Salary" information), Enbridge Gas has the same response in respect of this data as made below in respect of pages 91-97 which relate to the information included in the Agreement by error.</p> |
| Documents Inadvertently Attached to Schedule A | Duplicate and Erroneous Documents | Pages 91-97 of Attachment 1 | <p><u>Staff Position:</u></p> <p>Supports continued redaction of this material and sees no value in including it on the public record as it could be misleading.</p> <p><u>SEC Position:</u></p> <p>Partially supports confidentiality in respect of the compensation of identifiable individuals and pages 93-97 which would not be helpful to OEB.</p> <p><u>Enbridge Gas Response:</u></p> <p>SEC failed to address the question of placing on the record information which was included in the PDF of the Agreement in error. For the reasons given by Enbridge Gas, the IESO and Staff, these pages (and the green highlighting data on page 89) should remain confidential.</p> |

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| Schedule E | Cybersecurity Protocols | Pages 99-101 of Attachment 1 | <p><u>Staff Position:</u></p> <p>Supports confidential treatment.</p> <p><u>SEC Position:</u></p> <p>Does not support confidential treatment.</p> <p><u>Enbridge Gas Response:</u></p> <p>For the reasons stated in the Enbridge Gas Letter, the IESO Submissions, the Staff submission and given that cybersecurity matters are presumptively confidential, Enbridge Gas believes this information should remain confidential.</p> |
| Schedule F | Style Guidelines | Pages 102-137 of Attachment 1 | <p><u>Staff Position:</u></p> <p>Supports confidential treatment.</p> <p><u>SEC Position:</u></p> <p>Acknowledges that these Style Guidelines would be of limited value, but does not support confidential treatment.</p> <p><u>Enbridge Gas Response:</u></p> <p>For the reasons stated in the Enbridge Gas Letter, the IESO Submissions and the Staff submission, the Style Guidelines should remain confidential.</p> |
| Schedule 5.1(c) | IESO Breach | Page 61 of Attachment 1 | <p><u>Staff Position:</u></p> <p>Supports confidential treatment.</p> |

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| | | | <u>SEC Position:</u> Supports confidential treatment. <u>Enbridge Gas Response:</u> Schedule should remain confidential for the reasons given. |
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Conclusion

For the reasons stated above, in the Enbridge Gas Letter, and in the IESO Submissions, the Company respectfully requests that the OEB approve the redaction requests as filed on August 8, 2025, for Exhibit JT1.6, Attachment 1. Enbridge Gas and the IESO have made every effort to limit the redaction requests based on the sensitivity of the information at issue and the expected harm that would result if made public, and the Company submits that the requests are entirely appropriate and consistent with the Practice Direction.

Yours truly,

Aird & Berlis LLP



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Partner
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