



EB-2024-0198

Enbridge Gas Inc.

Application for Multi-Year Natural Gas Demand Side Management Plan (2026-2030)

**DECISION ON CONFIDENTIALITY AND PROCEDURAL ORDER NO. 7
August 29, 2025**

Enbridge Gas Inc. (Enbridge Gas) filed a multi-year natural gas demand side management (DSM) plan application with the Ontario Energy Board (OEB) on November 29, 2024 under section 36(1) of the *Ontario Energy Board Act, 1998*. The application sought approval of a new natural gas DSM policy framework effective January 1, 2026, and a new multi-year DSM plan, inclusive of budgets, programs and targets, from January 1, 2026 to December 31, 2030.

On March 20, 2025, Enbridge Gas filed a [letter](#) with the OEB requesting that the OEB place the application in abeyance to allow for the filing of updated evidence in response to the Government of Canada's decision to set the federal carbon charge to zero effective April 1, 2025.

On June 20, 2025, Enbridge Gas requested to roll over the 2023-2025 programs into 2026 and filed updated evidence for this [2026 DSM Plan](#).

On July 3, 2025, the OEB issued [Procedural Order No. 4](#) which, among other things, took the application out of abeyance and established procedural steps for the balance of the proceeding.

On July 18, 2025, the OEB Issued [Procedural Order No. 5](#) which provided findings on certain intervenors' evidence and announced scheduling changes for procedural steps.

A technical conference focused on the Residential Program was held on July 25, 2025.

On August 8, 2025, Enbridge Gas filed its Technical Conference [undertaking responses](#). In accordance with the [OEB's Practice Direction on Confidential Filings](#) (Practice Direction), Enbridge Gas requested that portions of its technical conference undertaking, Exhibit JT1.6 be redacted on the basis of either non-relevance or confidentiality.

On August 18, 2025, the OEB Issued [Procedural Order No. 6](#) which, among other things, provided dates for filing submissions on Enbridge Gas's requests for redactions and revised dates for the filing of submissions on the 2026 DSM Plan.

Request for Confidential Treatment of a Technical Conference Undertaking

Enbridge Gas requested confidential treatment of Exhibit JT1.6, Attachment 1, the Collaboration and Cooperation Agreement between Enbridge Gas and the Independent Electricity System Operator (IESO) for the Home Renovation Savings (HRS) Program, executed July 7, 2025 (the HRS Agreement).

The HRS Agreement is related to the residential one-window program jointly developed and delivered by Enbridge Gas and the IESO. The HRS Program began in early 2025. The HRS Agreement contains provisions dealing with each of Enbridge Gas and the IESO's responsibilities for costs and expenses, amongst other things.

In the cover letter to the undertaking responses, Enbridge Gas indicated that subsequent to the Technical Conference, Enbridge Gas and the IESO reviewed the HRS Agreement in detail to determine if there are elements of the HRS Agreement which either or both believe should appropriately be made the subject of a request for redaction on the basis of non-relevance or confidentiality.

Enbridge Gas stated that in some instances, the request for confidentiality is driven by the commercial sensitivity of the information. Enbridge Gas noted that public disclosure of this information could prejudice negotiations with future suppliers or negatively impact future procurement processes, as interested parties would have inappropriate insight into pricing models, budgets and similar commercially sensitive information.

Enbridge Gas indicated that the information that is the subject of requests for redaction on the basis of non-relevance or confidential treatment has been redacted in the version of the HRS Agreement made publicly available.

OEB staff, School Energy Coalition (SEC), Pollution Probe and the IESO filed submissions on August 20, 2025. Enbridge Gas filed a reply submission on August 22, 2025.

Scope and relevance of the HRS Agreement

Enbridge Gas has requested that the OEB redact certain portions of the HRS Agreement on the basis of non-relevance, particularly as its current application seeks approval of its 2026 DSM plan. On this basis, Enbridge Gas has argued that information in the HRS Agreement related to 2027 program information, should be found non-

relevant and redacted from the public version of the HRS Agreement. Other information in respect of which Enbridge Gas has claimed non-relevance includes insurance limits, cumulative liability limits, program set-up expenses, cost sharing tables, duplicate and erroneous documents, cyber security protocols, branding style guidelines, and information pertaining to an IESO breach.

The IESO supported Enbridge Gas's requests for redactions on the basis of non-relevance. However, OEB staff, SEC and Pollution Probe all opposed the request for redaction due to non-relevance. These parties generally agreed that, even if the OEB is not informed in any material way by the information identified as being not relevant, redacting this information would limit the ability to understand the HRS Agreement as a whole. They also agreed that the HRS Agreement, in its entirety, is undeniably relevant to this proceeding. OEB staff, SEC, and Pollution Probe all agreed that unless there was specific harm arising from making the identified portions of the HRS Agreement public, the OEB should reject requests for redactions on the basis of non-relevance.

Enbridge Gas proposed numerous redactions on the basis of non-relevance. The OEB is of the opinion that widespread redactions for non-relevance is not appropriate. The OEB agrees with OEB staff and intervenors that the HRS Agreement is generally relevant to developing a holistic understanding of Enbridge Gas's DSM plan and activities. Therefore, this decision focusses on the extent to which any aspect of the HRS Agreement should be subject to confidential treatment.

DECISION ON CONFIDENTIALITY AND REDACTION REQUESTS

1. Article 10.1, Pages 39-40 of Attachment 1

Enbridge Gas requested confidential treatment of information related to insurance limits, stating that monetary limits of insurance coverage represent negotiated financial and commercial information that has consistently been treated in a confidential manner. Enbridge Gas stated that disclosure would be prejudicial in future negotiations.

OEB staff supported Enbridge Gas's request. SEC and Pollution Probe objected noting that the insurance limits are standard terms in any commercial agreement and that the values do not warrant confidential treatment.

Findings

The OEB finds that the redacted information is commercially sensitive and grants Enbridge Gas's request for confidential treatment based on the considerations set out in the Practice Direction at Appendix A(a)(i) and (iii).

2. Article 11.2, Page 43 of Attachment 1

Enbridge Gas requested confidential treatment of the monetary limits of liability as they represent negotiated financial and commercial information that has consistently been treated in a confidential manner. Enbridge Gas stated that disclosure would be prejudicial in future negotiations.

OEB staff supported Enbridge Gas's request. SEC and Pollution Probe objected noting that similar to the insurance limits, the limit on indemnity is within the standard range and should be included in the public version of the HRS Agreement.

Findings

The OEB finds that the redacted information is commercially sensitive and grants Enbridge Gas's request for confidential treatment based on the considerations set out in the Practice Direction at Appendix A(a)(i) and (iii).

3. Schedule A, Article 3.1(g), Page 77 of Attachment 1

Enbridge Gas requested confidential treatment of the threshold for labour rate increases requiring the IESO's approval as financial and commercial information that has consistently been treated as confidential. Enbridge Gas stated that disclosure would be prejudicial in future negotiations and in competitive bidding processes.

OEB staff and SEC objected. OEB staff noted that there are no commitments to specific labour rate changes and failed to understand how disclosure would be prejudicial to either Enbridge Gas or the IESO. Similarly, SEC did not agree that the information appeared to be confidential and submitted that the rationale – that the disclosure would be prejudicial to the parties – does not follow the actual wording of the clause.

Findings

The OEB denies Enbridge Gas's request for confidentiality. The OEB is not convinced that disclosure would be prejudicial in future negotiations nor that disclosure would prejudice either Enbridge Gas or the IESO.

4. Appendix A to Schedule A, Page 90 of Attachment 1

Enbridge Gas requested confidential treatment of specific unit pricing of service providers. Enbridge Gas stated that public disclosure could prejudice the competitive position of a party to the HRS Agreement or the named service providers and interfere significantly with related negotiations.

OEB staff supported the request for detailed unit pricing for service providers for the 2025 and 2026/2027 detailed program set-up expenses tables to be treated as confidential. However, OEB staff did not support the program set-up expenses contribution percentages to be treated as confidential. OEB staff argued that this information simply indicates the share in costs to date and planned for the future.

SEC opposed, noting that it was unclear on the request as its interpretation of the information was that it was amounts billed by contractors, not unit pricing.

Findings

The OEB agrees with Enbridge Gas that the detailed unit pricing for service providers is commercially sensitive and grants Enbridge Gas's request for confidential treatment based on the considerations set out in the Practice Direction at Appendix A(a)(i) and (iii).

The OEB denies Enbridge Gas's request for program set-up expenses contribution percentages to be treated as confidential. The OEB agrees with OEB staff and SEC that the information is not commercially sensitive and does not require confidential treatment.

5. Appendix B to Schedule A, Summary Table: Page 87 of Attachment 1, 2025 Expenses Table: Page 88 of Attachment 1, and 2026/2027 Expenses Table: Page 89 of Attachment 1

Enbridge Gas requested confidential treatment of certain information in the three tables arguing that the information is commercially and financially sensitive, including information that can be used to determine unit pricing of service providers, and individual and aggregate program management costs and participant numbers that could be used to establish ratios between incentives and program management costs and compromise the ability of Enbridge Gas and the IESO to procure goods and services for the HRS Program in the future. Additionally, Enbridge Gas noted that, if certain lines and figures are not redacted, it is possible to reverse engineer the tables to determine the figures that were redacted.

OEB staff supported the request for confidential treatment of detailed, line-item expenses with specific cost rates. OEB staff noted that there are total amounts for each component of the HRS Program which is sufficient information to understand how costs are shared.

However, OEB staff objected to Enbridge Gas's request to redact the Summary Table (Page 87 of Attachment 1), noting that this information, including delivery, promotions and administration costs, is standard information provided in DSM plan applications. SEC similarly argued that this information (extending from pages 87-89 and 92) is all amounts to be collected from ratepayers and is, by definition, relevant and should be made available to the public whose money is being spent.

Enbridge Gas replied, noting in response to OEB staff's objection to the confidentiality request related to pages 87, 88 and 89, that a party may be able to reverse engineer the data to arrive at the results which OEB staff agree are commercially sensitive.

Findings

The OEB agrees with Enbridge Gas that the tables on pages 88-90 include detailed line-item expenses, with specific cost rates for various areas of activity for each component of the HRS Program, which is commercially sensitive information. The OEB grants Enbridge Gas's request for confidential treatment based on the considerations set out in the Practice Direction at Appendix A(a)(i) and (iii).

The OEB denies Enbridge Gas's request for the Summary Table on page 87 to be treated as confidential. Enbridge Gas asserted but did not provide evidence or explanation demonstrating how the summary data could be used to "reverse engineer" this data. The OEB finds that this information is sufficiently summary in nature and therefore not commercially sensitive and does not require confidential treatment.

6. Documents Inadvertently Attached to Schedule A, Pages 91-97 of Attachment 1

Enbridge Gas requested that certain pages be redacted due to non-relevance. Enbridge Gas noted that after executing the HRS Agreement, certain documents were found to have remained included that were not intended. Enbridge Gas noted that it intends to remove these documents from the HRS Agreement through a formal amendment.

OEB staff supported Enbridge Gas's request to redact these pages as they could be misleading if included. Pollution Probe objected, noting that, even if the pages were included erroneously, they still form part of the HRS Agreement. SEC was nuanced in its submission; SEC agreed that certain information on pages 91, 96-97 includes compensation of identifiable individuals which should be treated as confidential. Additionally, if pages 96-97 are redacted, then it would also be appropriate to redact pages 93-95 as they are less useful if pages 96-97 are not public. However, SEC opposed confidential treatment of the information on page 92 stating this is clearly relevant and should not be confidential.

Enbridge Gas replied noting that SEC failed to address the question of placing information on the record that was included in error. Enbridge Gas restated its request for confidential treatment.

Findings

As noted above, Enbridge Gas states that it intends to remove these pages from the HRS Agreement through a formal amendment. The OEB understands this to mean that Enbridge Gas and the IESO intend to execute a new HRS Agreement that does not include these pages which were not intended to be part of the original HRS Agreement. The OEB directs Enbridge Gas to file the new HRS Agreement with the OEB after it is executed. The redactions from the public record of the new HRS Agreement should be consistent with this Decision on Confidentiality.

The inadvertently included pages will continue to be subject to confidential treatment.

7. Schedule E, Cyber Security Protocols, Pages 99-101 of Attachment 1

Enbridge Gas requested confidential treatment as disclosure of this schedule could prejudice the parties' future efforts to maintain cybersecurity. Further, information pertaining to cybersecurity is specifically cited by the OEB in the Practice Direction at Appendix A(c).

OEB staff supported the request. SEC and Pollution Probe objected, noting that the information is standard wording seen in many commercial contracts.

Findings

The OEB finds that the information is sensitive and grants Enbridge Gas's request for confidential treatment based on the consideration set out in the Practice Direction at Appendix A(c).

8. Schedule F, Style Guidelines, Pages 102-137 of Attachment 1

Enbridge Gas requested confidential treatment under the Practice Direction Appendix A(c) given that, if the schedule was publicly released, it could provide unauthorized parties with the branding details that would allow them to emulate the HRS Program and/or the parties to the HRS Agreement for the purpose of deceiving energy consumers. Enbridge Gas noted that this is of particular concern to the IESO and Enbridge Gas to help mitigate fraudulent or scam-related activities and prevent consumer confusion under the HRS Program.

OEB staff supported the request. SEC acknowledged the limited value the branding information provided but submitted it should be placed on the public record as the information itself is not confidential. Pollution Probe also objected, noting that the branding guidelines are simply information for materials that are already public.

Findings

The OEB agrees with SEC that the branding guidelines may be of limited probative value but also agrees with Enbridge Gas that this information should not be made publicly available to the extent that public access to the information may assist those engaging in fraudulent activities. The OEB notes that, over the more than two dozen pages of the Style Guidelines, significant detail is disclosed. The OEB accepts concerns that this information, if publicly disclosed, could be of benefit to bad actors seeking to engage in fraudulent activities related to conservation programs.¹ The OEB grants Enbridge Gas's request for confidential treatment based on the consideration set out in the Practice Direction at Appendix A(c).

9. Schedule 5.1(c), IESO Breach, Page 61 of Attachment 1

Enbridge Gas requested confidentiality as the release of this information could jeopardize the investigation which is currently ongoing. Enbridge Gas noted that this type of information is specifically cited by the OEB in the Practice Direction at Appendix A(c).

OEB staff and SEC supported the request. Pollution Probe objected noting that there are no specific details and generally refers to a document that is not part of the HRS Agreement.

Findings

The OEB agrees with Enbridge Gas that this information should not be made publicly available and grants Enbridge Gas's request for confidential treatment based on the consideration set out in the Practice Direction at Appendix A(c).

¹ For example, see detail provided on p. 114 of 138.

THE ONTARIO ENERGY BOARD ORDERS THAT:

1. Enbridge Gas Inc. shall refile the HRS Agreement, in accordance with the findings above, by September 2, 2025.
2. If Enbridge Gas Inc. and the Independent Electricity System Operator enter into a new or amended HRS Agreement, Enbridge Gas shall file it with the OEB immediately, consistent with the findings in this Decision.

Parties are responsible for ensuring that any documents they file with the OEB, such as applicant and intervenor evidence, interrogatories and responses to interrogatories or any other type of document, **do not include personal information** (as that phrase is defined in the *Freedom of Information and Protection of Privacy Act*), unless filed in accordance with rule 9A of the OEB's [Rules of Practice and Procedure](#).

Please quote file number, **EB-2024-0198** for all materials filed and submit them in searchable/unrestricted PDF format with a digital signature through the [OEB's online filing portal](#).

- Filings should clearly state the sender's name, postal address, telephone number and e-mail address.
- Please use the document naming conventions and document submission standards outlined in the [Regulatory Electronic Submission System \(RESS\) Document Guidelines](#) found at the [File documents online page](#) on the OEB's website.
- Parties are encouraged to use RESS. Those who have not yet [set up an account](#), or require assistance using the online filing portal can contact registrar@oeb.ca for assistance.
- Cost claims are filed through the OEB's online filing portal. Please visit the [File documents online page](#) of the OEB's website for more information. All participants shall download a copy of their submitted cost claim and serve it on all required parties as per the [Practice Direction on Cost Awards](#).

All communications should be directed to the attention of the Registrar at the address below and be received by end of business, 4:45 p.m., on the required date.

With respect to distribution lists for all electronic correspondence and materials related to this proceeding, parties must include the Case Manager, Michael Bell at Michael.Bell@oeb.ca and OEB Counsel, Lawren Murray at Lawren.Murray@oeb.ca.

Email: registrar@oeb.ca

Tel: 1-877-632-2727 (Toll free)

DATED at Toronto, August 29, 2025

ONTARIO ENERGY BOARD

Ritchie Murray
Acting Registrar