

March 17, 2026

RESS & EMAIL

ATTENTION: RICHIE MURRAY, ACTING REGISTRAR

Ontario Energy Board
P.O. Box 2319
2300 Yonge Street, 27th Floor
Toronto, ON M4P 1E4

Dear Mr. Ritchie:

Re: EB-2025-0312: Application by Elexicon Energy Inc. (“Elexicon”) for Approval of 2027-2031 Electricity Distribution Rates – Confidentiality Request Reply Submission

On December 19, 2025, Elexicon filed a custom rate application for electricity distribution rates and charges for the 2027-2031 period (the “**Application**”) with the Ontario Energy Board (“**OEB**”). On January 23, 2026, Elexicon submitted a revised request for confidential treatment and permanent redaction of certain information contained in the Application pursuant to the OEB’s Practice Direction on Confidential Filings (the “**Practice Direction**”). The requested redactions were for portions of evidence that consist of the following types of information:

- Non-relevant business numbers and employee information within corporate tax returns
- Labour sensitive forecast information
- Third-party pricing and commercially sensitive information
- Information that identifies physical and cyber security infrastructure vulnerabilities
- Information of a personal nature consistent the *Freedom of Information and Protection of Privacy Act*

On March 10, 2026, Staff filed its submissions on Elexicon’s confidentiality requests. While Staff agreed with many of Elexicon’s proposed redactions, they opposed or sought clarification on several proposed redactions. In accordance with Procedural Order No. 1, in this submission Elexicon addresses the redactions challenged by Staff and provides additional clarification as requested. For ease of reference, the structure of Elexicon’s reply submission generally follows the structure of Staff’s submissions.

1. **Third Party Pricing Information**

a) *Exhibit 1, Tab 5, Schedule 2, Page 23, Table 15 (Inflation)*

Information in the redacted Table 15 in the above-referenced section of the Application identifies price increases for specific construction and engineering contracts in 2024-2025 and 2025-2026.

Staff submits that the information in Table 15 does not directly identify specific unit pricing or billing rates of a third party and therefore should not be classified as presumptively confidential. However, Staff does not oppose confidential treatment of the first column pursuant to Part (a)(iii) and (iv) of Appendix A of the Practice Direction, and submits that if the first column (identifying the names of the contractors) remains redacted, the redactions in columns two and three (listing the price increases) are no longer required.

For the reasons that follow, Elexicon submits that it is appropriate for the OEB to redact the entirety of Table 15, as that table contains commercially sensitive third-party pricing information. Failure to redact this information could result in Elexicon being subject to higher price escalation rates, which will be borne by ratepayers. Elexicon reiterates its position as provided in its confidentiality request:

Third Party Pricing Information: *The redacted information identifies Elexicon's price increases for specific construction and engineering contracts. This information is sensitive third party pricing information, which is presumed confidential under the Practice Direction, Appendix B, Parts 1 and 2.*

Public disclosure of this information may also compromise the company's ability to negotiate competitive pricing for these and similar services and could result in significant losses for Elexicon and its ratepayers, and undeserved gains for third parties who might otherwise increase their bid if they have access to this information. (Practice Direction, Appendix A, part (a)(iii) and (iv)).

Citing the specific language of Appendix B of the Practice Direction, which provides presumptively confidential treatment of "unit pricing of a third party" and "billing rates of a third party," Staff argues that the information in question is not specific "unit pricing" or "billing rates" of a third party. Elexicon respectfully submits that OEB Staff is drawing too fine a line in its interpretation of the Practice Direction. The annual price escalation rate for services charged under a third-party vendor contract forms an integral part of the unit price and also falls within the ambit of the billing rate under the contract. The underlying rationale for treating unit pricing and billing rates as presumably confidential under the Practice Direction applies equally in respect of the rate of price increase under the contract. In other words, disclosure of this information poses the same harms to Elexicon and ratepayers as disclosing the dollar amounts that are presumptively confidential under the Practice Direction.

While Elexicon appreciates Staff's acknowledgement that the first column of Table 15 (containing the contractors' names) should be redacted due to the harm created by public disclosure (p. 3), Elexicon respectfully submits that limiting the redactions to the first column

does not go far enough to avoid harms associated with disclosing this sensitive commercial information. If only the identities of the vendors were redacted, and the price escalation rates were public, this information could still serve as a barrier for Elexicon to negotiate more favourable (i.e., less expensive) price escalation rates with other vendors. If only the first column were redacted, the disclosure of the price escalation rate could still be used as a floor price in negotiations which could prevent Elexicon from controlling costs for similar engineering and construction services. These additional costs would be borne by ratepayers. Similarly, for any contract where Elexicon has previously negotiated favourable (i.e., low) price escalation rates to mitigate its costs, providing the vendor with visibility about higher price escalation rates will prevent the vendor from agreeing to maintaining those favourable rates for additional services in the future.

These risks are heightened by market conditions for qualified construction and engineering vendors in Ontario, as Elexicon further explained in the Application:

Larger LDCs in Ontario rely on a relatively small number of key vendors to supplement their capital programs and provide flexibility in intermittent demand for construction services. This competitive market for qualified and high-performing contractors is expected to contribute to cost pressures.¹

Staff's position to partially redact Table 15 fails to account for this very important context. Because there are few contractors that provide these services, Elexicon's bargaining position in negotiations is limited; disclosure of this pricing information would further hamper Elexicon's already limited bargaining position to secure lower price escalation rates.

In light of these considerations, Elexicon submits that the OEB should allow for the redaction of Table 15 to permit Elexicon to mitigate the impact of rising vendor cost increases. The exercise of discretion to redact the information in question best aligns with OEB statutory obligation to carry out its responsibilities in a manner that is guided by the objective "to promote...cost effectiveness in the...distribution of electricity."² In light of the sensitivity of this information, in the event that the OEB does not grant the request to treat this information in a confidential manner, Elexicon reserves the right to request that Table 15 be withdrawn from the record in accordance Section 5.1.13 of the Practice Direction, in which case Elexicon will propose to replace it with similar information presented in a different format.

b) Exhibit 4, Tab 1, Schedule 6, Appendix A, Attachment 1, Pages 24-26 (Dx NEXT Business Case)

Staff does not take issue with the confidential treatment of individual cost components for each step of the planned project. However, Staff does not agree that the description (breakdown) of each step/task of the Dx NEXT project (e.g., the first column in the table on page 25) should be treated as confidential, as disclosure would not identify third party pricing or billing rates.

Staff also request clarification regarding why a portion of the first image on page 26 is proposed to be redacted. Upon review, Elexicon agrees to remove the redactions to the left column of the table on page 25 of Exhibit 4, Tab 1, Schedule 6, Appendix A, Attachment 1.

¹ Exhibit 1, Tab 1, Schedule 2, p. 22.

² Ontario Energy Board Act, 1998, SO 1995, c 15, Section 1(1)(2).

Similarly, for the images “Term 1” and “Term 2”, Elexicon is agreeable to removing the description of the categories (i.e., implementation, software and support”).

With respect to first image on page 26, Elexicon clarifies that the redaction of a portion of the first image is intended to protect information related to the vendor’s commercially sensitive pricing methodology, including the term of the of the vendor agreement. To this end, please refer to Elexicon’s submissions herein under the heading “Exhibit 4, Tab 1, Schedule 6, Appendix A, Page 15 (Dx NEXT Summary) and Exhibit 4, Tab 1, Schedule 6, Appendix A, Pages 7, 23, 25-26, and 32 (Dx NEXT Business Case)” below in these reply submissions.

2. Cyber Security Risk

a) Exhibit 2B, Tab 4, Schedule 3, Appendix N, Pages 9-13 (IT Systems)

For the above-referenced portions of the Application, Staff submits that it is unclear why the redactions are needed and invites Elexicon to further explain why this information warrants confidential treatment. Upon further review, Elexicon agrees to remove the redactions on these pages.

b) Exhibit 4, Tab 1, Schedule 3, Pages 3 and 12 (System Operations)

For the above-referenced portions of the Application, Staff submits that it is unclear how public disclosure of this information, which does not appear to reveal sensitive information, and invites Elexicon to further explain why this information warrants confidential treatment. Upon further review, Elexicon agrees to remove these redactions on these pages.

c) Exhibit 4, Tab 1, Schedule 6, Pages 18-19 and 21 (Common Corporate)

For the above referenced portions of the Application, Staff submits that it is unclear why the proposed redactions on pages 18-19 and 21 (line 22) are appropriate, particularly since other information of a similar nature on pages 18 and 19 is not proposed to be redacted. Upon further review, Elexicon agrees to remove these redactions.

Staff also submits that the proposed redaction on page 21, line 25, appears overly broad, and the information may already be disclosed in another section of Elexicon’s application (2024 Annual Report). Upon further review, Elexicon agrees to remove these redactions.

3. Physical Security Risk

Throughout various parts of the Application, Elexicon claimed confidential treatment of certain information on the grounds that the disclosure of the information in question could expose Elexicon to physical security risk, including in respect to theft and vandalism:

Physical Security Risk: *The redacted information provides the configuration of specific assets, including site maps and floorplans, identifies the location of certain types of assets particularly susceptible to theft, vandalism, or attack, and describes the security measures used to protect these assets. The redacted information also includes a discussion of security vulnerabilities, and the enhancements intended to address those vulnerabilities. Public disclosure of this information poses a physical security risk as contemplated in the Practice Direction, Appendix A, part (c).*

Although Staff agreed with a portion of the proposed redactions, they objected to the confidential treatment of many of Elexicon’s proposed redactions in respect of physical security. To assist the OEB’s analysis, for each of the proposed physical security redactions that have been opposed by Staff, Elexicon has classified the redacted information in each document into the following subcategories, based on the nature of the redacted information:

- Information that describes the location of inventory (including warehousing), and
- Information that identifies the specific type of inventory

After identifying the subcategories of the information that has been redacted in each document, Elexicon provides a consolidated response to Staff’s arguments with respect to that information.

a) Exhibit 2B, Tab 4, Schedule 3, Appendix L, Pages 2-5, 11-12, 15, 17, and 22 (Facilities)

Staff supports the redactions on pages 2 and 5. Staff also does not object to the proposed redactions on pages 11-12, 15, 17, and 22, as disclosure could potentially create a physical security risk due to the identification of potential security vulnerabilities at certain locations.

However, Staff does not support redactions on pages 3 and 4, that discuss the location(s) and type(s) of general inventory and show an image of general inventory, which Staff characterizes as broad and not dissimilar to the types of inventory stored at other Ontario electricity distributors’ facilities. That information can be described as follows:

Page	Line	Description of redacted information
3	15-18	Location of inventory
4	8, 11	Description of specific inventory

b) Exhibit 2B, Tab 4, Schedule 3, Appendix L-1, Pages 9, 17, 22-33, 39-40, 48, 53, 58-59, 62-64, 69, 72, and 75 (Cresa Report)

Staff has provided submissions on each of the proposed redactions in the Cresa Report, supporting certain redactions while challenging others as overly broad. Staff’s view is that the redactions associated with “typical assets stored in a utility’s yard and/or premises” are overly broad and that the specific physical security risks and/or vulnerabilities are not identifiable.

Elexicon has reviewed OEB Staff’s comments agrees to remove the redactions on page 17 (bullet 6), page 64 and page 75 (bullets 7 and 9 only) .

With respect to the remaining redactions, Elexicon classifies the information as follows:

Page	Line	Description of redacted information
9	Last row	Description of specific inventory
39	All redactions	Location of inventory
40	Left side of page	Description of specific inventory

Page	Line	Description of redacted information
48	All redactions	Description of specific inventory
53	All redactions	Description of specific inventory
59	Bullet 2	Location of inventory
	Bullets 5 and 6	Description of specific inventory
62	Bullets 7 and 14	Description of specific inventory
	Bullet 8	Location of inventory
69	Bullets 6, 7 (first sentence) and 10	Description of specific inventory
	Bullet 7 (second sentence)	Location of inventory
72	Bullet 4	Location of inventory
	Bullet 7	Description of specific inventory
75	Bullet 5	Description of specific inventory

c) Exhibit 4, Tab 1, Schedule 6, Pages 5, 39-41 (Common Corporate)

Staff opposes the proposed redactions on pages 5, 39, 40, and 41 (lines 14-15) arguing that this information does not specifically identify locations or disclose security vulnerabilities. Upon further review, Elexicon agrees to remove the redaction to pages 5, 40, and 41 (lines 14-15). In addition, Staff notes that it does not object to the continued redaction of the information on lines 22-23 on page 41, as this information contains a list of generic locations being monitored for safety purposes.

The remaining redactions to this evidence consist of the following types of information:

Page	Line	Description of redacted information
39	21-22	Location of inventory

d) Elexicon's Response to the Challenged Redactions

As further explained below, the harms associated with the public disclosure of this information warrant confidential treatment under Appendix A of the Practice Direction.³ The risk of these harms arising is not theoretical: it is based on Elexicon's recent experience. Conversely, Elexicon does not believe that the information that Elexicon proposes to redact for physical security reasons will be particularly useful to parties to determine any of the issues in this proceeding. As such, Elexicon submits that redacting the information in question

³ Practice Direction, Appendix A, Part (a).

achieves the appropriate balance between transparency and openness and the need to protect sensitive security information that poses a risk of harm to the utility and its customers.

In recent years, Elexicon has sustained numerous instances of theft, trespassing, and vandalism within its facilities.⁴ Theft and vandalism present significant operational challenges. In particular, theft of key distribution equipment inventory (such as cable) can delay Elexicon's ability to carry out planned and reactive work, having a direct impact on customer reliability and other key outcomes.⁵ Theft also presents a notable risk to the physical security of Elexicon's employees within those facilities.

Elexicon is not seeking to redact all information pertaining to its inventory or equipment. Rather, Elexicon only seeks redaction of information relating to types of inventory and equipment that have been the subjects of theft or vandalism in the past. This information includes the location of key inventory and warehousing, and details related to how Elexicon replenishes its inventory, all of which can each be exploited by malicious actors in their attempts to plot and pursue theft from Elexicon's facilities.

Staff argues that the above redactions relating to physical security are overly broad because the information discusses the location and type of "general inventory", and does not identify "critical infrastructure, such as control centres" (p.5). Respectfully, Elexicon submits that this distinction is not relevant to assessing the specific risks of harm in question outlined above. The type of equipment that is stored in inventory is critical to Elexicon's distribution system, and is needed to carry out planned and reactive work to ensure safety and reliability.

Staff also notes that similar information relating to inventory and facilities has previously been publicly filed in other proceedings. Elexicon submits that the extent to which certain other utilities may have disclosed similar information on the public record should not be given any weight. There is no way to know what factors went into their disclosure assessment,⁶ and respectfully, none of that detracts from the harms associated with the public disclosure of this information that Elexicon has articulated above.

For all the foregoing reasons, Elexicon submits that the information in question should be redacted as proposed in this submission.

4. Third Party Commercially Sensitive Information

a) Exhibit 4, Tab 1, Schedule 6, Appendix A, Page 15 (Dx NEXT Summary) and Exhibit 4, Tab 1, Schedule 6, Appendix A, Pages 7, 23, 25-26, and 32 (Dx NEXT Business Case)

OEB Staff submits that the information that Elexicon seeks to redact is general and can be inferred from related unredacted portions of the Dx NEXT Business Case documentation.

⁴ See Exhibit 4, Tab 1, Schedule 6, p 5, 63.

⁵ In the case of materials or equipment where procurement lead times are lengthy, theft may cause significant operational delays.

⁶ For example, there is no way to know if these utilities faced an equivalent level of theft and vandalism as Elexicon, if they had a higher risk tolerance for disclosing similar information or if they simply overlooked these disclosure risks in their applications.

OEB Staff questions how the requested redactions relating to the duration or term of Elexicon's Dx NEXT agreement constitute pricing-related commercial terms under Appendix B of the Practice Direction, and how disclosure could generate potential harm under Appendix A.

Elexicon maintains its position as articulated in its confidentiality request:

Third Party Commercially Sensitive Information: *The redacted information consists of pricing-related commercial terms for the software cost components of the Dx NEXT project. The vendor has advised Elexicon that publicly disclosing this information could prejudice the vendor's competitive position in providing similar software services to other potential clients, and can impair its ability to negotiate agreements with other customers. This information is commercially sensitive and if disclosed, could prejudice the competitive positions of the vendor, interfere with future negotiations and may produce a significant loss to the vendor. (Practice Direction, Appendix B, Parts 1 and 2; Practice Direction, Appendix A, parts (a)(i), (iii) and (iv)).*

The information in question is highly sensitive commercial information that relates to pricing under the vendor contract for Dx NEXT. The information proposed to be redacted either explicitly or implicitly describes the manner in which certain cost components may change over the contractual term. Elexicon submits that each of the proposed redactions reveal enough information about the commercial arrangement that can harm Elexicon's vendors' commercial business interests.

Specifically, Elexicon has been advised by the vendor that the redacted information could seriously prejudice their commercial interests ongoing and future negotiations for similar services with other customers. This is because Elexicon has secured a favourable outcome (for the benefit of ratepayers). Attached in Schedule "A" hereto, Elexicon has produced a letter from its software implementation vendor, Capgemini, which sets out a first-hand account of the harm that Capgemini expects to sustain if the information is publicly disclosed.

Although Staff argues that some of the redacted information pertaining to Dx NEXT can be inferred from unredacted portions of the Dx NEXT business case, Elexicon respectfully disagrees. The commercial information proposed for redaction regarding the terms and length of the Capgemini contract is distinguishable from unredacted portions of the Application that merely pertain to the timeline of the Dx NEXT project. Elexicon notes in this regard that it worked with Capgemini to limit the redactions of these materials in an effort to maximize the transparency of the record in respect of this project. Capgemini is in the best position to assess the risk of harm that could result from disclosure of this information. It understands the competitive landscape of the market in which it operates and whether the terms it has offered to Elexicon differ in material respects from what is typical in the market. Capgemini has made that assessment thoughtfully in the proposed redactions.

If the OEB were to deny the request for the redactions in question on the basis that similar (but distinguishable) information is on the public record, in the circumstances, that would amount to penalizing Elexicon and Capgemini for maximizing the transparency of the record rather than requesting more extensive redactions. In turn, this would encourage utilities to err on the side of redacting more information, frustrating the Practice Direction's objective of striking balance between public transparency and openness and the need to protect certain types of sensitive information.

Yours truly,

A handwritten signature in cursive script that reads "D. Coban".

Daliana Coban

cc: Charles Keizer, *Torys LLP*, Stephen Vetsis, *Elexicon Energy Inc.*, Erin Stevens, *Elexicon Energy Inc.*

SCHEDULE A



Capgemini Canada Inc.

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March 13, 2026

To whom it may concern:

Re: EB-2025-0312: Application by Elexicon Energy Inc. for Approval of 2027-2031 Electricity Distribution Rates (the "Application") – Request for Confidential Treatment of Information in Pre-Filed Evidence

With respect to the ongoing Application, under which Elexicon Energy Inc. ("Elexicon") provided the OEB with redacted versions of Exhibit 4_Tab 1_Schedule 6_Appendix A [Dx NEXT Summary], and Exhibit 4_Tab 1_Schedule 6_Appendix A [Dx NEXT Business Case], Capgemini wishes to submit on Elexicon's behalf, its justification for maintaining the confidentiality of certain redacted information that pertains to Capgemini's pricing information and commercial terms that it had agreed to with Elexicon following a competitive procurement and subsequent negotiation of a services agreement in connection with Elexicon's Dx NEXT project.

Capgemini requires Elexicon to maintain strict confidentiality with respect to the redacted contents of the Exhibits referenced above which include detailed pricing information and commercial terms from the Master Services Agreement entered into by Capgemini Canada Inc. and Elexicon Energy Inc. on December 30, 2024 (the "Agreement"). Under the Agreement, Elexicon is subject to confidentiality terms that govern not only maintaining the confidentiality of the pricing and terms applicable to Capgemini's services set forth in the Agreement, but the pricing and terms applicable to third party software and services that are also provided under the Agreement. The pricing and terms, including commercial terms, were the product of a competitive bidding process followed by extensive negotiations and contain certain information that, if released in the public domain, would cause direct commercial harm to Capgemini, and to its third parties that are providing software and services under the Agreement. As such, the pricing and terms in the Agreement are by definition, commercially sensitive and are consistently treated in a highly confidential manner as they are markedly different from what Capgemini or its third parties providing software and services under the Agreement have previously offered or agreed to, making such terms and pricing a competitive differentiator that both vendors intend to use to win future work.

In the event such terms and pricing contained within the Agreement are subject to public disclosure, the competitive positions of Capgemini and its third parties providing software and services under the Agreement will be materially compromised as its pricing and commercial terms will be known to its competitors who will use such information to their unfair advantage. With such information, current and potential competitors will have access to information that would allow them to improve their bidding practices and develop more effective business strategies for specific market segments and opportunities. Thus, the release of such information will completely prejudice the competitive position of Capgemini and its third parties providing software and services under the Agreement, result in material financial loss, and cause specific harm to Capgemini and its third parties providing software and services under the Agreement with corresponding gains to competitors obtaining the information.

Accordingly, Capgemini respectfully requests that the strict confidentiality of its Agreement with Elexicon is respected and retained in order to maintain the ability of Capgemini and its third parties providing software and services under the Agreement to continue to operate and compete, unfettered by competitive disadvantage that would result should the redacted information be disclosed to any recipient other than Elexicon. Capgemini further requests the OEB maintain the confidentiality of the redacted items included in the aforementioned Exhibits to protect its commercial interests, as the redacted pricing information is presumed confidential under the Practice Direction, Appendix B, parts 1 and 2, and the commercially sensitive information that is also presumed confidential under the Practice Direction, Appendix B, Parts 1 and 2; Practice Direction, Appendix A, parts (a)(i), (iii) and (iv)).

Regards,

Luke O'Regan
Vice President, Capgemini Canada Inc.