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July 21, 2026

VIA RESS & EMAIL (LETTER ONLY)

Mr. Ritchie Murray
Acting Registrar
Ontario Energy Board
27th Floor - 2300 Yonge Street
Toronto, Ontario M4P 1E4

Dear Mr. Murray:

Re: EB-2025-0297: Ontario Power Generation Inc. ("OPG") and DNNP LP by its general partner, DNNP GP Inc., (together, the "Applicants") 2027-2031 payment amounts application for prescribed generating facilities – Confidentiality Request Reply Submissions

On June 25, 2026, the Applicants filed a letter to the Ontario Energy Board ("**OEB**") requesting confidential treatment for specific information related to its undertaking responses. These requests for confidentiality (collectively, the "**Applicants' Requests**") were filed pursuant to Rule 10 of the OEB's *Rules of Practice and Procedure* and the OEB's *Practice Direction on Confidential Filings* (the "**Practice Direction**").

Submissions on the Applicants' Requests were filed by OEB Staff on July 14, 2026. No intervenors filed submissions taking issue with any of the Applicants' Requests.

OEB Staff did not challenge many of the Applicants' Requests in their submissions. OEB Staff addressed five items, and on only four of which they took issue or requested any additional explanation. The Applicants address these five items below, and with respect to those requests that OEB Staff did question, the Applicants further explain the basis and need for the proposed redactions (and on one item agree to remove some of the previously proposed redactions).

1. **Commercially Sensitive Labour Information (OEB Staff Submissions Item 1)**

In the Applicants' confidentiality requests, they requested that only external counsel and/or external consultant(s) representing the Society of United Professionals (the "**Society**") and the Power Workers' Union ("**PWU**") in this proceeding be permitted to have access to unredacted documents containing commercially sensitive labour information, and that their access be permitted on certain terms.

OEB Staff confirmed that it has no objection to this request, and that the requested confidential treatment is consistent with past practice. The Applicants maintain their position in respect of this item.

2. **Duration of project execution (JT2.5 Attachment 4, pages 17-18, 23 and Attachment 5, pages 8, 27) (OEB Staff Submissions Item 2)**

OEB Staff found it unclear how the redacted information could be used in combination with other publicly available information to infer billing rates or vendor fees. Upon further review, the Applicants consent to releasing a portion of the redacted figures contained in the Applicants' Requests. Specifically, the Applicants agree to the release of information pertaining to the duration of project execution in JT2.5, Attachment 4, pages 17-18. A new version of this undertaking request attachment will be uploaded via RESS, as provided in Appendix A, excluded from the public version of this letter.

The Applicants, however, maintain their position that the redacted information pertaining to the execution workforce figures in JT2.5, Attachment 4, page 23, should be subject to confidential treatment. Workforce headcount information in project execution reveals aspects of execution planning and vendor resourcing strategies, including resource deployment methodologies used by OPG and its contractors. This information could be used either by vendor competitors or its future clients to the detriment of the vendor who will be deprived of the ability to negotiate more favourable contractual terms. This information is commercially sensitive and represents elements relating to the vendor's pricing structure/ model.

The Applicants also maintain their position that the redacted information pertaining to the duration of project execution in JT2.5, Attachment 5, pages 8 and 27, should be subject to confidential treatment. This information shows the number of hours of field labor and supervision related to a project, and the ratio indicating the comparative relationship between the two values. Similar to the redacted workforce headcount numbers, this information, including the specific amount of field labor compared to supervision (this ratio), is commercially sensitive and represents elements relating to the vendor's pricing structure/ model, the disclosure of which could deprive the vendor from negotiating more favourable contractual terms.

Public disclosure of the redacted information in JT2.5, Attachment 4, page 23, and Attachment 5, pages 8 and 27, would provide insights into the winning bid for the project and how the successful bidder structured their proposal. The information shows significant elements in the vendor's strategic pricing model for the bid. The combination of this and other available information (e.g., project duration and costs) could be used as an artificial benchmark in future negotiations, reducing vendor's flexibility to negotiate favorable terms with other counterparts and will prejudice that vendor's competitive position.

As a result, disclosure could be substantially prejudicial to the vendor as it would allow its competitors and future clients to infer information about its contracts with OPG, which could be used unfairly against the vendor and it could significantly interfere with its negotiations with other counterparties (Practice Direction, Appendix A, Part (a)(i) and (iii)).

Furthermore, disclosure could significantly interfere with future negotiations between OPG and the vendor, to the detriment of OPG and ultimately ratepayers. If this information were publicly disclosed, the vendor may not be prepared in future negotiations to agree to this same pricing structure/model. It is in the interest of OPG, ratepayers, and the broader public interest to treat this information confidentially in order to incentivize the submission of strategic bids to the limited parties who possess this information in an open manner. Similar strategic bid submissions would be at risk if the OEB required this information to be made public (Practice Direction, Appendix A, Part A(iv)). Consequently, this could prejudice OPG's competitive position and significantly interfere with its negotiations in future like contracts with the same vendor (Practice Direction, Appendix A, Part (a)(i) and (iii)).

As stated in the Applicants' Requests, OEB has previously determined that information relating to vendor pricing is commercially sensitive and should be treated confidentially (EB-2016-0152, Decision and Order on Confidentiality, dated January 31, 2017, at pp. 13-14) (Practice Direction, Appendix A, Part (e)). The Applicants therefore submit that the above-noted subset of redactions in JT2.5, Attachments 4 and 5 are appropriate and should be maintained.

3. Contingency amounts (JT2.5 Attachment 2) (OEB Staff Submissions Item 3)

OEB Staff submitted that it was unclear why the total contract price for the GE Vernova estimate, the Turner & Townsend estimate, and the delta between them in JT2.5, Attachment 2, page 23 was redacted on the basis of a rationale relating to contingency amounts.

OEB Staff appears to have misunderstood the basis for certain redactions on page 23 of this attachment. In respect of various redactions on page 23, there are two types of rationales provided, which each apply to different information. For clarity, the Applicants confirm as follows. Part of the information redacted on page 23 in JT2.5, Attachment 2 consists of engineering billing-rates and contract prices of a third-party vendor that is commercially sensitive and presumptively confidential under Part 1 and 2 of Appendix B to the Practice Direction.

The other part of the information redacted on the same page 23 in JT2.5, Attachment 2 consists of contingency amounts for a capital refurbishment project – i.e. the contingency dollar amount and the percentage of total target cost the contingency amount represents -- which is commercially sensitive information that should be protected on grounds of Part (a)(i) and (iii) of Appendix A to the Practice Direction.

For clarity, as noted in the Applicants' Requests, there are two rationales provided for redactions on page 23 of JT2.5, Attachment 2:

a) The first request for confidential treatment, as noted above and described on page 11 of the Applicants' Request, is related to Billing Rates and Pricing of a Third Party. This is specific to the contract price for the GE Vernova estimate, the Turner & Townsend estimate, and the delta between them in JT2.5 Attachment 2, page 23 (not contingency amounts, as suggested in Item#3 of OEB Staff's Submissions); and

b) The second request for confidential treatment, as noted above and described on page 10 of the Applicants' Request, is related to commercially sensitive project costs, more specifically contingency amounts. This is specific to the contingency amounts and percentage redacted in Section 3.1.8 of JT2.5, Attachment 2, page 23.

Therefore, all redacted information on page 23 of JT2.5, Attachment 2, if revealed, would either interfere with future negotiations or prejudice OPG's competitive position, as stated in further detail in the Applicants' Requests. These redaction requests are consistent with past confidential treatment afforded by the OEB to similar information.

4. **Total estimated cost (JT3.15 Attachment 1, page 1) (OEB Staff Submissions Item 4)**

OEB Staff questions the Applicants' request for confidential treatment of the total estimated cost dollar value. OEB Staff submits that OPG's internal costs should be disclosed insofar as the vendor's costs cannot be determined. OEB Staff suggests that to maintain an appropriate level of transparency, the OEB should direct the Applicants to provide disaggregated breakdowns of costs when originating documents aggregate OPG and contractor contingencies or costs on a going forward basis.

The Applicants maintain that the redactions are proper and that the information qualifies for confidential treatment, and disagree with OEB Staff's suggestion of disclosing OPG's internal costs insofar as the vendor's costs cannot be determined. OEB Staff is correct in its interpretation that the redacted information is the combined costs for OPG and its vendor, which includes OPG's internal contingency. If this were disclosed, however, the vendor could derive OPG's internal contingency for the stated project by subtracting the project cost known to the vendor from the disclosed aggregate amount. OPG's contingency represents an allowance for discrete project risks and other issues that may arise over the course of a project.

Contingency amounts are kept confidential from vendors as a means for OPG to control project costs. Public disclosure of contingency amounts can result in vendors increasing their bids to maximize profit, based on the knowledge that OPG has budgeted for additional funding to pay for contingency. As a result, disclosure could significantly interfere with negotiations, or claims disputes, and prejudice the Applicants' competitive position to the detriment of the Applicants' cost efficiency efforts and ultimately the contract price of the project (Practice Direction, Appendix A, Part (a)(i) and (iii)).

Accordingly, OEB Staff's suggestion that the Applicants provide a disaggregated cost breakdown is not an appropriate solution for two reasons: first, OEB Staff has correctly acknowledged that vendor costs should not be disclosed; second, the balance of the breakdown would consist of OPG's contingency costs, disclosure of which would be detrimental to OPG for the reasons explained above.

5. **Scope of Work Information (JT3.15 Attachment 3, pages 4-5) (OEB Staff Submissions Item 5)**

OEB Staff submits that the redacted project scope should be disclosed because it is informative to parties and the public in understanding the basis for the payment amounts claimed.

The Applicants respectfully disagree. The Applicants accept that the general nature and purpose of the project should remain on the public record. That information is already publicly available in the disclosed information in Attachment 3 of JT3.15 and other materials filed in this proceeding. What remains redacted, however, is not the general nature or purpose of the project. Rather, it is the non-public scope of work describing how the work will be carried out. This distinction is material. The redacted information identifies specific project activities and allocations of responsibility that reflect the project's strategic organization and delivery approach. Its disclosure would reveal commercially sensitive information that goes beyond what is necessary to inform the public record.

OEB Staff suggests that the scope of work should be disclosed unless it can be connected to specific vendor costs already on the public record. However, that approach is narrow. The potential for commercial harm does not depend solely on linking scope to vendor costs. Disclosure of the scope of work would provide contractors, suppliers, and competitors with insight into the project delivery model and OPG's assumed responsibilities. That information is confidential and could be used to inform future bidding and negotiation strategies in ways that could prejudice the Applicant and/or the vendor's competitive position and interfere with current or future negotiations (Practice Direction, Appendix A, Part (a)(i) and (iii)). The Applicants therefore submit that the redactions are appropriate and should be maintained. And the Applicants also note that the OEB (along with intervenors who execute the standard OEB Declaration and Undertaking) will, of course, still have access to the redacted information for purposes of considering and adjudicating the application and the claimed payment amounts.

Respectfully submitted,

A.Brown

Andrea Brown

cc:

Aimee Collier (OPG) via e-mail
Charles Keizer (Torys LLP) via e-mail
Intervenors of Record via e-mail

Appendix A – Revised Confidential Documents