

September 8, 2026

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VIA EMAIL and RESS

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

Dear Mr. Murray:

**Re: Hydro One Networks Inc.
Leave to Construct Application –Durham Kawartha Transmission Line
Confidentiality Treatment Request (Response to OEB Staff IR-9(c) and
Minogi Corporation IR-1(a) and IR-3(c) & 3(d))
OEB File Number: EB-2026-0155**

We are counsel to Hydro One Networks Inc. (“**Hydro One**”) – the Applicant in the above-noted proceeding.

In accordance with Procedural Order No.1, issued August 12, 2026, Hydro One filed an electronic copy of its responses to interrogatory questions received from Ontario Energy Board (“**OEB**”) Staff and the intervenors in this proceeding, Brian and Mandy Jensen and Minogi Corporation.

Pursuant to Rule 10.01 of the OEB’s Rules of Practice and Procedure (“**Rules**”) and the OEB’s Practice Direction on Confidential Filings (the “**Practice Direction**”), Hydro One is requesting confidential treatment of certain information contained in its responses to OEB Staff Interrogatory 9c) and Minogi Corporation Interrogatories 1a), 3c) and 3d).

This request for confidentiality is driven by the commercial sensitivity of the information contained in the responses. In accordance with Section 5 of the OEB’s Practice Direction, Hydro One has described in the table below the basis for the confidentiality claim.

Document	Basis for Confidentiality Request
1. Exhibit I, Tab 1, Schedule 9, part c), Attachment 1: Tariff Adjustment Calculation (including EPC Contract – Material and Equipment Costs)	The three listed interrogatory responses contain itemized cost details and contractual terms from the Engineering, Procurement and Construction (“ EPC ”) fixed-price contract, related to material and equipment, indigenous economic participation, procurement, employment and training, which Hydro One consistently treats as commercially sensitive information and confidential, pursuant to the Practice Direction at Appendix A (b).

2. Exhibit I, Tab 3, Schedule 1, part a): EPC Contract – Indigenous Economic Participation Cost Estimate Details 3. Exhibit I, Tab 3, Schedule 3, part c & d): EPC Contract – Indigenous Procurement, Employment and Training Cost Details and Contractual Terms	Hydro One’s EPC contracts are bespoke documents that pertain specifically to the facts and circumstances of this Project. The terms and conditions contained in these contracts are the subject-matter of good faith negotiations. In Hydro One’s experience as a transmission and distribution project developer, there are a limited number of EPC vendors offering utility services in Ontario, such that disclosure of the requested information could prejudice the EPC contractor’s competitive position in future competitive procurements or bids with other and future potential clients. Further, disclosure of the information could prejudice the EPC contractor’s subcontracting negotiations for the Project, including by equipping potential subcontractors with competitive pricing information that would provide a competitive advantage over other potential subcontractors seeking to bid on subcontracts for the Project. Such an outcome would taint the downstream procurement process for the Project and would cause obvious harm to impacted subcontractors. In addition, disclosure of the information could interfere significantly with the EPC contractor’s own future negotiating position – including with one of the registered intervenors in this proceeding – regarding outsourcing agreements, with the potential to reduce the EPC contractor’s likelihood of receiving lowest cost bids. Such information is categorized in the Practice Direction under Appendix B.1 (unit pricing of a third party) and Appendix A (a), including prejudice to a person’s competitive position and significant interference with negotiations being carried out by a party, likely producing significant loss or gain. Confidential treatment of this commercially sensitive information is consistent with the Board’s treatment of similar information in the OEB’s Decisions and Orders dated March 15, 2021 in EB-2020-0265, January 16, 2024 in EB-2023-0198, and October 16, 2024 in EB-2024-0155.
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In accordance with the Practice Direction, Hydro One has filed with the OEB a confidential unredacted version of the responses containing all of the information for which confidentiality is requested.

Hydro One has made every effort to limit the scope of its confidentiality request in response to the interrogatories. The cost-related information and contractual terms of the EPC fixed-price contract constitute the only information over which Hydro One is seeking confidential treatment in responding to the interrogatories, given the commercial sensitivity of the information and the expected harm that would result if made public, including exposing Hydro One to potential liability for damages to the EPC contractor. Accordingly, the need for the relief requested outweighs the OEB's general public interest objectives of information transparency and openness.

Given the commercially sensitive nature of the information at issue, Hydro One proposes that the confidential version of these responses be treated as confidential and be disclosed only to OEB Staff, OEB Counsel and OEB Commissioners, but not to their experts or consultants nor to the representatives (including counsel), experts or consultants of the registered intervenors in this proceeding, in accordance with subsection 6.1.2, 6.1.4 and 6.1.7 of the Practice Direction and subsections 10.01 and 10.02 of the Rules.

The basis for the requested confidential treatment is that at least one of the specified persons represent or constitute entities which may procure or provide utility services in competition with Hydro One's EPC contractor and could receive commercial advantages from having access to the confidential information. Hydro One notes that the OEB has previously granted similar confidential treatment in comparable circumstances, recognizing the compelling reasons arising from the parties involved and the commercially sensitive nature of the redacted information relating to specific cost components of the EPC contract.¹

Sincerely,



Evan J. Barz

c: Andrew Rintoul, *Osler, Hoskin & Harcourt LLP*
Eryn Mackinnon, Laura Brazil & Pasquale Catalano, *Hydro One Networks Inc.*
Robert Ackerman & Kevin Dias, *Gowling WLG (Canada) LLP*
Mandy Jensen & Brian Jensen
Lisa DeMarco & Daniel Vollmer, *Resilient LLP*

¹ EB-2023-0198: Decisions on Confidentiality and Motion and Procedural Order No. 3, January 16, 2024.