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May 8, 2026

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MAY 08 2026

The Island Regulatory
and Appeals Commission

Ms. Cheryl Bradley
Island Regulatory & Appeals Commission
PO Box 577
Charlottetown PE C1A 7L1

Dear Ms. Bradley:

**UE20606 – ECAM Rate Adjustment Application
Response to Interrogatories from Commission Staff**

Attached hereto is a request for confidentiality of certain information contained in the Company's responses to the interrogatories from the Commission Staff and a signed affidavit for the same.

In support of this request, the Company is attaching a Confidentiality, Proprietary and Non-Disclosure Agreement related to the Company's current Energy Purchase Agreement. In addition, the Company is attaching a letter from NB Power regarding the commercial sensitivity of the Lepreau Participation Agreement and stating their objection to this agreement being made public for the reasons stated therein.

An electronic copy will follow.

If you have any questions for concerns, do not hesitate to contact the undersigned at 902-629-3641.

Yours truly,

MARITIME ELECTRIC

A handwritten signature in blue ink that reads "Gloria Crockett".

Gloria Crockett, CPA, CA
Director, Regulatory & Financial Planning

GCC19
Enclosure

C A N A D A

PROVINCE OF PRINCE EDWARD ISLAND

**BEFORE THE ISLAND REGULATORY
AND APPEALS COMMISSION**

IN THE MATTER of Section 3(a), 10, 13(1) and 20 of the *Electric Power Act*, RSPEI 1988, c. E-4 and **IN THE MATTER** of the Application of Maritime Electric Company, Limited for an order approving an Energy Cost Adjustment Mechanism rate adjustment to customers' bills for the period March 1, 2026 to February 28, 2027 and for certain approvals incidental to such an order.

REQUEST FOR CONFIDENTIALITY

INTRODUCTION

1. Maritime Electric Company, Limited ("Maritime Electric" or the "Company") is a public utility subject to the *Electric Power Act* engaged in the production, purchase, transmission, distribution and sale of electricity within Prince Edward Island.
2. On December 11, 2025, Maritime Electric applied for an order of the Island Regulatory and Appeals Commission (the "Commission") approving an energy cost adjustment mechanism ("ECAM") rate adjustment (Exhibit M-1, "the Application").
3. By correspondence dated April 9, 2026 (Exhibit C-1) Commission staff posed interrogatories to Maritime Electric.
4. By correspondence to the Commission dated April 20, 2026, Maritime Electric requested an extension to May 8, 2026 to provide responses (Exhibit M-3).
5. By correspondence dated April 21, 2026, (Exhibit C-2) the Commission approved Maritime Electric's request.
6. On May 8, 2026 Maritime Electric filed its responses to the Commission's interrogatories.

7. On the same date Maritime Electric filed this request for confidentiality in relation to Interrogatory responses 1, 3 and 21.

LEGAL PRINCIPLES

8. Maritime Electric recently provided a detailed review of the legal principles relevant to a request for confidentiality in UE20742 as Exhibit M-13 (paragraphs 8 to 43 inclusive). Maritime Electric relies upon those legal principles in this submission.

Interrogatory 1

9. Interrogatory 1 states as follows:

There are a number of tables and costs that have potential overlap of information. It was not always clear in the Application in which area certain costs were included. Provide a spreadsheet, broken down monthly, that details the units of measurement, unit costs, and total costs of each of the components included in the ECAM calculation for the 2023-2025 period.

10. Maritime Electric's response to Interrogatory 1 requires the disclosure of Energy Purchase Agreement ("EPA") pricing. It also includes unit quantities which, if disclosed, would permit a third-party to calculate EPA pricing.

Interrogatory 3

11. Interrogatory 3 states as follows:

Provide a copy of the Point Lepreau Participation Agreement.

12. Similar to Maritime Electric's response to Interrogatory 1, the response to Interrogatory 3 requires the disclosure of Point Lepreau Participation Agreement ("Participation Agreement") pricing. We further note that the Participation Agreement is already in the possession of the Commission on a confidential basis.

Interrogatory 21

13. Interrogatory 21 states as follows:

Maritime Electric states that third party sales are generally recovered from the purchasing party at cost plus a markup.

- a. *Provide a detailed breakdown of the Energy Sales to Third Parties shown in Table 14 for each of 2023, 2024, 2025. Include the name of the purchasing party, the amount purchased, Maritime Electric's generation costs, and the markup.*

14. Maritime Electric's response to Interrogatory 21 requires the disclosure of energy sales to third parties.

Submissions

15. Maritime Electric respectfully requests that its responses to Interrogatories 1, 3 and a portion of 21 be kept in confidence because they contain details from energy purchase and participation agreements that Maritime Electric has concluded with third parties.
16. A number of specific harms would flow from the disclosure of this information, including:
 - (a) Disclosure would reveal the confidential information of third parties. There is an important public interest in ensuring that regulatory proceedings do not require public utilities to reveal third-party confidential information.
 - (b) In the case of responses to Interrogatories 1 and 3, disclosure would reveal the price that Maritime Electric is willing to pay, and the price at which third parties are willing to sell, pursuant to these agreements. These disclosures could, in future negotiations, result in higher prices for Maritime Electric or even a reluctance on the part of the third party to do business with Maritime Electric which, in turn, would harm the public interest by resulting in the potential for higher rates to customers.
17. Regulatory tribunals, including the Commission, routinely permit public utilities to file this type of information in confidence.¹
18. In UE25-07 the Commission acknowledged previous orders in which it has permitted energy-supply contract information to be filed on a confidential basis and noted that in Ontario the regulator presumes unit pricing and billing rates to be confidential (see paragraphs 33 and 34). The Commission further stated that it "...acknowledges that Prince Edward Island's electrical capacity is currently dependent on the EPA with NB Power and we accept the risk referenced by MECL is not insignificant." In Maritime Electric's submission, this statement applies equally to the Participation Agreement.
19. In UE25-07 the Commission stated that confidentiality requests will be decided based upon the evidence submitted with the request. In this case, Maritime Electric's request is

¹ See, e.g., Commission Order UE13-03 and Commission Order UE19-03. See also *Nova Scotia Power Inc., Re*, 2020 NSUARB 121 at para 9: "A frequent use of Rule 12 is to permit NS Power to file fuel contracts and other power purchase arrangements in confidence to protect NS Power (and thereby ratepayers) in ensuring that NS Power can obtain competitive fuel prices. Disclosing these contracts would advantage fuel suppliers in the bidding process" (emphasis added).

supported by the affidavit of Jason Roberts. Maritime Electric further notes that (1) the reasons and justifications for maintaining the confidentiality of EPA and Participation Agreement pricing do not vary from application to application; and (2) the Commission's past actions and decisions have consistently maintained the confidentiality of this information.

20. In the case of responses to Interrogatories 1 and 3, Maritime Electric objects to placing on the public record abridged versions of this information because it would not be possible to do so without revealing details about the involvement of the third party in question. In the case of the response to Interrogatory 21, Maritime Electric proposes to redact a portion of the response and has filed its proposed redactions with the Commission.

CONCLUSION

21. In sum, Maritime Electric submits that the responses to Interrogatories 1 and 3, and a portion of 21, should be disclosed to the Commission but otherwise remain confidential.

Dated at Charlottetown, Province of Prince Edward Island, this 8th day of May, 2026.



D. SPENCER CAMPBELL, K.C.
STEWART McKELVEY
65 Grafton Street, P.O. Box 2140
Charlottetown, PE, C1A 1B9
Telephone: 902.629.4509
Facsimile: 902.892.2485
Lawyer for Maritime Electric Company,
Ltd.

C A N A D A

PROVINCE OF PRINCE EDWARD ISLAND

**BEFORE THE ISLAND REGULATORY
AND APPEALS COMMISSION**

IN THE MATTER of Section 3(a), 10, 13(1) and 20 of the *Electric Power Act*, RSPEI 1988, c. E-4 and **IN THE MATTER** of the Application of Maritime Electric Company, Limited for an order approving an Energy Cost Adjustment Mechanism rate adjustment to customers' bills for the period March 1, 2026 to February 28, 2027 and for certain approvals incidental to such an order.

AFFIDAVIT

I, Jason Roberts, of Suffolk, Queens County, Province of Prince Edward Island, MAKE OATH AND SAY AS FOLLOWS:

1. I am the President and Chief Executive Officer for Maritime Electric Company, Limited ("Maritime Electric" or the "Company"), and as such have personal knowledge of the matters deposed to herein.
2. On December 11, 2025, Maritime Electric filed the above-noted Application (Exhibit M-1).
3. On April 9, 2026, the Commission issued Interrogatories to Maritime Electric (Exhibit C-1).
4. On May 8, 2026, Maritime Electric filed responses to these Interrogatories, and also filed this Affidavit and Request for Confidentiality in relation to responses 1, 3 and 21.
5. Responses 1 and 3 disclose an Energy Purchase Agreement and a Participation Agreement respectively.
6. A portion of response 21 discloses the names of third parties who purchased energy or capacity from Maritime Electric during the 2023 Polar Vortex weather event.

7. The Commission has consistently taken the position that Energy Purchase and Participation Agreements be disclosed to the Commission (and an Added Party Intervenor, if one exists) but otherwise remain confidential.
8. Maritime Electric's view is that the confidentiality of this information is essential and in the interest of ratepayers. Energy Purchase and Participation Agreements contain sensitive commercial information, including information considered confidential to the other contracting party.
9. Maritime Electric, due in part to geography, depends upon relationships with other parties for energy and related services. In our view, the disclosure of these Agreements, in whole or in part, could negatively impact these important business relationships to the detriment of ratepayers.
10. In the case of response 21, Maritime Electric is a seller as opposed to a buyer, but the principal of non-disclosure of the confidential information of contracting parties remains the same. Maritime Electric proposes to redact a portion of the response.
11. I make this my sworn affidavit truthfully and for no improper purpose.

SWORN to this 8th day of May, 2026, at
Charlottetown, in the County Queens,
Province of Prince Edward Island, this



A Commissioner for taking of Oaths and
Affidavits in the Supreme Court of Prince
Edward Island.



Jason Roberts

**CONFIDENTIALITY, PROPRIETARY AND
NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT is effective as of the 5th day of February, 2018.

BETWEEN **NEW BRUNSWICK ENERGY MARKETING CORPORATION**, a New Brunswick Crown corporation under and by the virtue of the Electricity Act, SNB 2013, c. 7 and the Business Corporations Act S.N.B 1981 C. B-9.1 hereinafter called "NBEM";

- and - **MARITIME ELECTRIC COMPANY LIMITED**, a duly incorporated company under the laws of the Province of Prince Edward Island, hereinafter called "MECL"

- and - **PRINCE EDWARD ISLAND ENERGY CORPORATION**, a duly incorporated company under the laws of the Province of Prince Edward Island, hereinafter called "PEI Energy"

MECL, PEI Energy and NBEM are separately referred to herein as a "Party" and collectively as "Parties".

WHEREAS the Parties desire to openly discuss collaboration through a long-term power purchase agreement (the "Purpose");

AND WHEREAS in order to fulfill the Purpose, the Parties may wish to disclose certain information, including third party information, to one another that either Party considers confidential and wishes to protect;

AND WHEREAS the Parties wish to set out the terms and conditions that will govern this arrangement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, the mutual covenants and agreements herein, the receipt and sufficiency of which is hereby acknowledged by each Party, and subject to the terms and conditions in this Agreement, the aforesaid Parties to this Agreement agree as follows:

1. For the purposes of this Agreement:
 - a) "Disclosing Party" means the Party disclosing confidential information;
 - b) "Recipient" means the Party receiving confidential information;
 - c) "Confidential Information" means any and all data and information relating to the business of the Disclosing Party in all material forms and however stored or expressed, and regardless of whether or not it has been marked as or communicated as being confidential:
 - (i) of which Recipient becomes aware as a consequence of, or through, this Agreement;
 - (ii) which has value to the Disclosing Party and is not generally public knowledge;
 - (iii) which is treated by the Disclosing Party as confidential and/or proprietary information;
 - (iv) including any third party information in the Disclosing Party's possession that, to the knowledge of Recipient, is subject to a confidentiality agreement with such third party or information that may be subject to and protected by the *Right to Information and Protection of Privacy Act*, S.N.B. 2009 c.R-10.6 or the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5.

For further certainty, but not to limit the foregoing, this definition includes computer data and technology, know-how, patent, copyright, trade secret, process, technique, program, specifications, design, formula, marketing, advertising, financial, commercial sales or programming matter, written materials, compositions, documents, drawings, diagrams, sketches, photographs, graphs, computer programs, systems, files, records, studies, work in progress, visual demonstrations, ideas, concepts, personal information, customer lists, transaction information, and information from third persons to whom a Party owes a duty of confidence.

To the extent the Confidential Information contains "personal information", as defined in the Canadian *Personal Information Protection and Electronic Documents Act*, as amended from time to time ("PIPEDA"), the New Brunswick *Right to Information and Protection of Privacy Act*, S.N.B. 2009 c.R-10.6 as amended from time to time ("RTIPPA") or other applicable privacy protection laws, codes of practice and other legal and regulatory obligations (collectively "Privacy Laws"), the Parties agree as follows:

The Parties are each responsible for complying with their respective obligations under PIPEDA, RTIPPA, and other applicable Privacy Laws.

With respect to personal information about an identifiable individual provided or otherwise made available by one Party to the other Party ("Personal Information"), the Receiving Party agrees:

to handle the Personal Information as specified in this Agreement;
not to use the Personal Information for purposes other than the Authorized Purpose;
to treat the Personal Information as "Confidential Information" and not to disclose the Personal Information to any third party (including affiliates) without the prior written consent of the Disclosing Party;
to limit access to the Personal Information to those employees with a need-to-know for the purpose of the Authorized Purpose; and
to take all such further steps as may be reasonably requested by the disclosing Party to ensure the Disclosing Party's compliance with applicable Privacy Laws.

Confidential Information does not include any data or information which is already known to Recipient, or which:

- (i) has become generally known to the public through no wrongful act of Recipient;
- (ii) has been rightfully received by Recipient from a third party without restriction on disclosure and without, to the knowledge of Recipient, a breach of an obligation of confidentiality running directly or indirectly to the other Party hereto;
- (iii) has been disclosed pursuant to a requirement of a governmental agency, or is required to be disclosed by operation of law and is disclosed in accordance with paragraph 3(b) of this Agreement; or
- (iv) became known to Recipient prior to the Disclosing Party's disclosure of such information to Recipient under the terms of this Agreement or is independently developed by Recipient

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without use, directly or indirectly, of the Confidential Information received from the other Party hereto.

- d) "Parties" means, except as otherwise indicated in this Agreement, the Parties and also includes all Affiliates of the party. An "Affiliate" means any person, partnership, consortium, joint venture, corporation, or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly, control, are controlled by, or are under common control of the named party.

2. Obligations

- (a) **Non-Disclosure.** Recipient shall refrain from disclosing, reproducing, copying, summarizing and/or distributing any Confidential Information to third parties, except for the Purpose as defined herein, and only as expressly provided in this Agreement.
- (b) **Fiduciary Obligation.** Recipient shall hold and maintain all Confidential Information in trust and strict confidence for the Disclosing Party and shall have a fiduciary obligation to protect the Confidential Information from any harm, tampering, unauthorized access, sabotage, access, exploitation, manipulation, modification, interference, misuse, misappropriation, copying or disclosure whatsoever, except as specifically authorized by the Disclosing Party in writing. Recipient shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Recipient and its employees and consultants, and will cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.
- (c) **Duration and Territory.** Due to the valuable and proprietary nature of the Confidential Information to the Disclosing Party, the obligations assumed by the Recipient under this Agreement shall be unlimited in duration and territory. If it is held by a court of competent jurisdiction that this provision is illegal, invalid, or unenforceable, the obligations will apply only in those territories within which the Disclosing Party then carries on business, and for such duration as may be specified by the court.
- (d) **Security.** Recipient shall take security precautions, at least as great as the precautions it takes to protect its own confidential information, but no less than reasonable care, to keep confidential

the Confidential Information. In the event of any loss, the Recipient shall immediately notify the Disclosing Party.

- (e) **Return on Request.** Recipient shall, at the Disclosing Party's request, return all originals, copies, reproductions, and summaries of Confidential Information and all other tangible materials and devices provided to Recipient as Confidential Information, or at the Disclosing Party's option, certify destruction of the same. The return of such Confidential Information shall in no event relieve the Recipient of its obligations of confidentiality set out in this Agreement with respect to such returned or destroyed information. Notwithstanding the foregoing, the Parties may retain a copy of Confidential Information passing from the Disclosing Party to the Recipient where retention of such a copy is required by law or for audit purposes.

3. Permitted Disclosure

- (a) **Employees and Consultants.** Recipient may disclose Confidential Information only to Recipient's employees, agents, directors, executives, and/or consultants on a need-to-know basis, and only for the Purpose as defined herein. Recipient shall ensure that all individuals (other than direct employees) who receive Confidential Information have executed secrecy agreements that are at least as stringent as contained in this Agreement. Recipient shall take such steps as may be reasonably requested by the other Party to ensure such individuals maintain the confidentiality of the Confidential Information. Recipient acknowledges and agrees that it shall be responsible for and vicariously liable for any breach of the within terms and conditions committed by such employees, agents, directors, executives, and/or consultants.
- (b) **Disclosure by Order.** Recipient may disclose Confidential Information in accordance with a judicial or other governmental order, provided that Recipient gives the Disclosing Party reasonable notice prior to such disclosure to allow the Disclosing Party a reasonable opportunity to seek a protective order or equivalent or, in the Disclosing Party's sole discretion, waive compliance with the terms of this Agreement. In the event that no such protective order or equivalent is obtained, or that the Disclosing Party waives compliance with the terms of this Agreement, Recipient will furnish only that portion of the Confidential Information which Recipient is advised by counsel is legally required and will exercise all reasonable efforts to obtain written assurance from the applicable judicial or governmental



entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation.

4. Remedies

Recipient acknowledges and agrees that:

- (i) the provisions hereof are necessary to protect the trade, commercial, financial, and public policy interests of the Disclosing Party; and
- (ii) any breach whatsoever of the covenants or unauthorized disclosure of Confidential Information, shall be deemed to be a breach of a fiduciary obligation to the Disclosing Party and shall cause serious damage and irreparable harm to the Disclosing Party for which monetary damages will not, alone or in part, result in a sufficient or adequate remedy.

Therefore, the Disclosing Party, in addition to claiming monetary damages, shall be authorized and entitled to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction in order to enforce the obligations of this Agreement, without waiving any other rights or remedies, and without requiring proof of actual damages. All such rights and remedies shall be cumulative and in addition to any and all other rights and remedies to which the Disclosing Party may be entitled.

5. Proprietary Rights

All Confidential Information is and shall remain the property of the Disclosing Party. By disclosing Confidential Information to Recipient, the Disclosing Party does not grant any express or implied rights, license or interest, in, to, or in respect of the said information except as otherwise provided herein. The Disclosing Party shall, at its discretion, provide such of the Confidential Information to Recipient as is required for the Purpose. Nothing in this Agreement obligates a Party to make any particular disclosure of information.

6. Representations

- (a) Each Party represents and warrants to the other that it has all requisite power and authority to enter into this Agreement to perform its obligations and that this Agreement has been duly authorized, executed and delivered by it and constitutes a valid and binding obligation, enforceable against it in accordance with its terms.

- (b) There are no representations, warranties, conditions, undertakings or collateral agreements, express, implied or statutory between the Parties, other than as expressly set forth in this Agreement. Further, a Disclosing Party makes no representations or warranties in relation to any of the Confidential Information, its adequacy or suitability for any purpose, and except as expressly agreed in writing, shall not be liable for any loss or damage arising from the use of any Confidential Information, howsoever caused, save and except for any loss or damage caused by reason of negligent or fraudulent misrepresentation.

7. General

- (a) **No Assignment.** Neither this Agreement nor any rights or obligations hereunder, in whole or in part, may be assigned by a Party without the prior written consent of the other Party.
- (b) **Language.** The Parties have required that this agreement and all documents relating thereto be drawn up in the English language. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.
- (c) **Execution by Fax or Electronic Means.** This Agreement may be validly executed by means of transmission of signed facsimile or other electronic means.
- (d) **Counterparts.** This Agreement, when executed in counterparts by the Parties, will be as effective as if one or more originals were executed by the Parties to this Agreement.
- (e) **Severability.** If any part of this Agreement is held to be unenforceable or invalid, it will be severed from the rest of this Agreement, which shall continue in full force and effect.
- (f) **Entire Agreement.** This Agreement and any schedules or other documents referred to herein, constitutes the entire agreement between the Parties relating to the Purpose and supersedes all prior written or oral agreements, representations and other communications between the Parties, and shall enure to the benefit of and be binding upon each of Recipient and the Disclosing Party and their respective successors and permitted assigns.
- (g) **Notice.** All notices or other documents contemplated by this Agreement shall be given in writing and either served personally, mailed postage prepaid by registered mail or sent by facsimile to such contact information as the party shall have last notified the other. Any such document shall be deemed to have been received on the third business day following the mailing, or if



sent by facsimile, 48 hours following transmission. For the purposes of this section, notice may be given to all three parties:

To: **New Brunswick Power Corporation**
515 King Street, Fredericton, New Brunswick E3B 4X1
Tel. No.: (506) 458-3372 Fax No.: (506) 458-4319
E-Mail: wharrison@nbpower.com
Attention: Wanda J. Harrison, Chief Legal Officer

Maritime Electric Company, Limited
180 Kent Street, Charlottetown, PEI C1A 7N2
Tel No.: 902-629-3668 Fax No.: (902) 629-3665
E-Mail: orfordan@maritimeelectric.com
Attention: Angus Orford, Vice President, Corporate Planning
& Energy Supply

PEI Energy Corporation
16 Fitzroy Street, Charlottetown, PEI C1A 7N8
Tel: No.: (902) 894-0289 Fax No.: (902) 894-0290
E-Mail: kdhorreлт@gov.pe.ca
Attention: Kim Horreлт, Chief Executive Officer


- (h) **Amendment.** No modification of this Agreement is valid unless set out in writing by the parties.
- (i) **Applicable Law.** This Agreement will be governed by the laws of the Province of New Brunswick and the federal laws of Canada. The Parties submit to the exclusive jurisdiction of the courts of the Province of New Brunswick. The Parties to this Agreement acknowledge that the confidentiality and disclosure obligations of NBEM are subject to the *Right to Information and Protection of Privacy Act*; the Parties's are subject to the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, ~~51~~.
- (j) **Waiver.** A waiver must be made in writing and signed by the Party claimed to have waived or consented. Such waiver and consent will not be considered a waiver of any other right. Any waiver does not prevent the Party who has waived from insisting on compliance at a later date.
- (k) **Extended Meanings.** This Agreement is to be read with all changes in gender or number as the context may require.
- (l) **Headings.** The headings in this Agreement shall not affect its interpretation.

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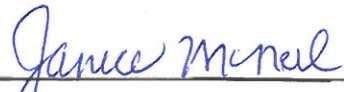
LEGAL 8

(m) **Further Assurances.** Each Party shall do such acts and shall execute such further documents as are within its power as the other Party may at any time reasonably request in order to give full effect to the provisions of this Agreement.

WITNESS that the Parties have by their authorized representatives executed this Agreement.


per: 
name: Kevin Wright
title: Executive Director

**NEW BRUNSWICK ENERGY
MARKETING CORPORATION**

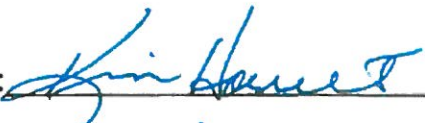
per: 
name: Janice McNeil
title: Corporate Secretary



MARITIME ELECTRIC COMPANY, LIMITED

per: 
name: ANGUS ORFORD
title: VP CORPORATE PLANNING
& ENERGY SUPPLY

**PRINCE EDWARD ISLAND ENERGY
CORPORATION**

per: 
name: KIM HORROFF
title: CEO PEI ENERGY CORP.

May 7, 2026

Maritime Electric Company, Limited
180 Kent Street
Charlottetown PE C1A 7N2

Re: Point Lepreau Unit Participation Agreement

New Brunswick Power Corporation ("NB Power") has been made aware that there is a request for Maritime Electric Company, Limited ("MECL") to file the Point Lepreau Unit Participation Agreement (the "Agreement") between NB Power and MECL with the Island Regulatory and Appeals Commission (the "Commission") in the context of MECL's current matter before the Commission under docket UE20606.

The Agreement contains information that is commercially sensitive to NB Power which, if disclosed to entities negotiating with NB Power for the provision of similar services, would prejudice NB Power's negotiating position and, in turn, result in higher costs for NB Power and its ratepayers.

Accordingly, in accordance with the relevant rule(s) of the Commission's *Rules of Practice and Procedure*, NB Power respectfully objects to the Agreement, including all amendments and updates thereto, being disclosed on the public record.

NB Power does not object to the disclosure of the Agreement to the Commission and registered intervenors who have executed a confidentiality undertaking or similar document in accordance with the Commission's usual rules in respect of same.

NEW BRUNSWICK POWER CORPORATION



Brad Coady
Chief Commercial Officer