



## **Board Staff Interrogatories**

### **Application for Leave to Construct Natural Gas Pipelines Ottawa Reinforcement Project**

**EB-2012-0099**

**Enbridge Gas Distribution Inc.**

**September 24, 2012**

1. Reference: Pre-filed Evidence Exhibit D, Tab1, Schedule 2, Pages 1-2
  - a) Please provide the anticipated timeline for obtaining the necessary permits for location and construction of the project.
2. Reference: Pre-filed Evidence Exhibit D, Tab1, Schedule 3, Pages 1-2
  - a) Please provide an update on the current status of the negotiations for any permanent and/or temporary easements and the anticipated timeline for obtaining the required land rights for the project location and construction.
3. Reference: Pre-filed Evidence
  - a) Please list any outstanding or unresolved issues as a result of any of the consultations undertaken with respect to this project and indicate when any such issues are expected to be resolved.
4. Reference: Pre-filed Evidence
  - a) Please file a copy of the current Franchise Agreement with the City of Ottawa.
  - b) Is there a cost sharing formula set out in the Franchise Agreement between Enbridge and the City of Ottawa?
5. Reference: Letter of Comment, August 20, 2012, CastleGlenn Consultants Inc., Pages 1-2
  - a) Has Enbridge forwarded the drawings of the alignment to CastleGlenn Consultants Inc. as discussed in the letter?
  - b) Are there any conflicts/overlaps between the two projects?
  - c) If the answer to (b) above is yes, what are the conflicts/overlaps and what are the proposed solutions to those conflicts/overlaps?
  - d) Do any of the solutions require a change to the proposed route?
  - e) If the answer to (d) above is yes, are there any new landowners affected by the new route?
  - f) If the answer to (d) above is yes, are there any new permits or easements required or are there any changes to permits or easements that will be required?
  - g) Will any of the proposed solutions result in any additional costs to be borne by Enbridge?
  - h) Will there be any additional costs borne by Enbridge as a result of the need to coordinate activities during the construction of the project or at any other time?
  - i) Please describe the discussions Enbridge has had with CastleGlenn Consultants Inc. on the degree of overlap between the two projects and

any outcomes of those discussions, if there is any information on these discussions that is in addition to the answers to the above questions.

- j) If the discussions are not yet complete or if there are next steps to be taken in relation to the project, please indicate when the discussions will be complete and the timeline for implementing the next steps.

6. Reference: Letter of Comment, August 30, 2012, the City of Ottawa, Pages 1-3

- a) What discussions has Enbridge had with the City of Ottawa regarding the issues raised by the City in its letter of comment?
- b) What are Enbridge's responses to the issues raised/suggestions made by the City of Ottawa in the City's letter of comment?
- c) Do any of the responses/solutions require a change to the proposed route?
- d) If the answer to (c) above is yes, are there any new landowners affected by the new route?
- e) If the answer to (c) above is yes, are there any new permits or easements required or are there any changes to permits or easements that will be required?
- f) Will any of the proposed solutions result in any additional costs to be borne by Enbridge?
- g) Will there be any additional costs borne by Enbridge as a result of the need to coordinate activities during the construction of the project or at any other time?
- h) Is Enbridge going to proceed prior to the finalization of the City of Ottawa's Corridor Environmental Assessment referenced in its letter of comment? If yes, please explain why.
- i) If the answer to (h) above is yes, and if Enbridge is not proposing to follow the City of Ottawa's suggestions, will there be any additional costs borne by Enbridge as a result of the need to move elements of the project later on should the City's road work/corridor realignment proceed? Please provide an estimate of those additional costs (if any). Who is Enbridge proposing should be responsible for those additional costs?
- j) If the answer to (h) above is yes, and even if Enbridge does follow the City of Ottawa's suggestions, if the City's project changes and elements of Enbridge's project need to be relocated, who is Enbridge proposing should be responsible for those additional costs?
- k) Please provide a copy of the drawings provided to Enbridge by the City of Ottawa.

7. Please comment on the following Board Staff Proposed Draft Conditions of Approval, and indicate any areas of these conditions that are objectionable and the reasons for such objection.

**EB-2012-0099**

**Enbridge Gas Distribution Inc.  
Leave to Construct Application**

**Board Staff Proposed Draft**

**Conditions of Approval**

**1 General Requirements**

- 1.1 Enbridge Gas Distribution Inc. ("Enbridge") shall construct the facilities and restore the land in accordance with its application and the evidence filed in EB-2012-0099 except as modified by this Order and these Conditions of Approval.
- 1.2 Unless otherwise ordered by the Board, authorization for Leave to Construct shall terminate December 31, 2013, unless construction has commenced prior to that date.
- 1.3 Enbridge shall implement all the recommendations of the Environmental Report filed in the pre-filed evidence, and all the recommendations and directives identified by the members of the Ontario Pipeline Coordinating Committee ("OPCC").
- 1.4 Enbridge shall advise the Board's designated representative of any proposed material change in construction or restoration procedures and, except in an emergency, Enbridge shall not make such change without prior approval of the Board or its designated representative. In the event of an emergency, the Board shall be informed immediately after the fact.
- 1.5 Within 15 months of the final in-service date, Enbridge shall file with the Board Secretary a Post Construction Financial Report. The Report shall indicate the actual capital costs of the project and shall explain all significant variances from the estimates filed in the proceeding.

**2 Project and Communications Requirements**

- 2.1 The Board's designated representative for the purpose of these Conditions of Approval shall be the Manager, Natural Gas Applications.

- 2.2 Enbridge shall designate a person as project engineer and shall provide the name of the individual to the Board's designated representative. The project engineer will be responsible for the fulfillment of the Conditions of Approval on the construction site. Enbridge shall provide a copy of the Order and Conditions of Approval to the project engineer, within seven days of the Board's Order being issued.
- 2.3 Enbridge shall give the Board's designated representative and the Chair of the OPCC ten days written notice in advance of the commencement of the construction.
- 2.4 Enbridge shall furnish the Board's designated representative with all reasonable assistance for ascertaining whether the work is being or has been performed in accordance with the Board's Order.
- 2.5 Enbridge shall file with the Board's designated representative notice of the date on which the installed pipelines were tested, within one month after the final test date.
- 2.6 Enbridge shall furnish the Board's designated representative with five copies of written confirmation of the completion of construction. A copy of the confirmation shall be provided to the Chair of the OPCC.

### **3 Monitoring and Reporting Requirements**

- 3.1 Both during and after construction, Enbridge shall monitor the impacts of construction, and shall file four copies of both an interim and a final monitoring report with the Board. The interim monitoring report shall be filed within six months of the in-service date, and the final monitoring report shall be filed within fifteen months of the in-service date. Enbridge shall attach a log of all complaints that have been received to the interim and final monitoring reports. The log shall record the times of all complaints received, the substance of each complaint, the actions taken in response, and the reasons underlying such actions.
- 3.2 The interim monitoring report shall confirm Enbridge's adherence to Condition 1.1 and shall include a description of the impacts noted during construction and the actions taken or to be taken to prevent or mitigate the long-term effects of the impacts of construction. This report shall describe any outstanding concerns identified during construction.
- 3.3 The final monitoring report shall describe the condition of any rehabilitated land and the effectiveness of any mitigation measures undertaken. The results of the monitoring programs and analysis shall be included and recommendations made as appropriate. Any deficiency in compliance with any of the Conditions of Approval shall be explained.

#### **4 Easement Agreements**

- 4.1 Enbridge shall offer the form of agreement approved by the Board to each landowner, as may be required, along the route of the proposed work.

#### **5 Other Approvals and Agreements**

- 5.1 Enbridge shall obtain all other approvals, permits, licences, and certificates required to construct, operate and maintain the proposed project, shall provide a list thereof, and shall provide copies of all such written approvals, permits, licences, and certificates upon the Board's request.