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October 5, 2012

VIA COURIER, EMAIL

Ms. Kirsten Walli
Ontario Energy Board
P.O. Box 2319
2300 Yonge Street, 26th Floor
Toronto, ON M4P 1E4

**Re: Enbridge Gas Distribution Inc. ("Enbridge")
EB-2012-0099 Ottawa Reinforcement Project
Enbridge Interrogatory Responses**

In accordance with the Procedural Order issued by the Ontario Energy Board (the "Board") on September 11, 2012, enclosed please find the interrogatory responses filed by Enbridge.

The submission has been filed with through the Board's Regulatory Electronic Submission System (RESS).

For further information about the project, please visit the Enbridge website at:
www.enbridgegas.com/ottawaproject

Please contact me if you have any questions.

Yours truly,

(ORIGINAL SIGNED)

Bonnie Jean Adams
Regulatory Coordinator

cc: Ms. Zora Crnojacki, OPPC Chair (via email)
Mr. Neil McKay, Manager Natural Gas Applications, Board (via email)

G – INTERROGATORY
RESPONSES

BOARD STAFF INTERROGATORY #1

INTERROGATORY

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.

RESPONSE

a) All permits will be acquired, in a timely manner, prior to construction of the project. Once the Ontario Energy Board issues approval of the Leave to Construct application is obtained, and construction drawings are finalized, permit applications will be made. It is anticipated that it will take 2 to 3 months from time of permit application to acquire the permits.

Witnesses: A. Herculson
M. Tozer

BOARD STAFF INTERROGATORY #2

INTERROGATORY

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.

RESPONSE

a) The permanent and temporary easements required for the Ottawa Reinforcement Project (the "Project") can be categorized as follows:

1. Permanent Easements
2. Temporary Working Easements (Federal Land)
3. Temporary Working Easements (Municipal Land)
4. Temporary Working Easements (Private Land)

1. Permanent Easements:

A 6 m permanent easement and a 10 m temporary easement, for the construction period, will be required through property owned by TransCanada Pipelines ("TCPL") from Enbridge's Richmond Gate Station to Flewellyn Road. Discussions between Enbridge and TCPL are on-going. The aforementioned easements will be obtained by Enbridge Gas Distribution Inc. ("Enbridge") prior to construction of the Project.

2. Temporary Working Easements (Federal Land):

Temporary working easements on land owned by the National Capital Commission ("NCC") and the Canadian Food Inspection Agency ("CFIA") would be beneficial to Enbridge for the construction of the proposed pipeline, but are not essential. At a recent meeting the NCC indicated that Enbridge could apply for temporary workspace through the NCC Land Access Permit process and be subject to its requirements. Given the limited amount of space required and nature of the construction activities that would take place on Federal lands, the NCC does not anticipate any issues relating to the permit request. The NCC also indicated that a NCC Land Access Permit would also be required for the lands owned by CFIA. Enbridge will seek to obtain the temporary working easements on Federal lands prior to being needed for construction in those areas. Processing time is approximately 6 weeks.

Witnesses: A. Herculson
M. Tozer

3. Temporary Working Easements (Municipal Land):

A temporary working easement will be required from the City of Ottawa (the "City") to facilitate an in-line inspection of the pipeline post-construction. The temporary workspace will be required at the termination point of the proposed pipeline (the north east corner of the intersection of West Hunt Club Road and Greenbank Road) and is located in an area designated as park land by the City. Discussion with the City is on-going and was emphasized on September 21, 2012. Enbridge will obtain a temporary working easement from the City prior to being needed for the construction of the in-line inspection facilities and subsequent in-line inspection of the pipeline. Processing time is approximately 8 weeks.

4. Temporary Working Easements (Private Land):

Enbridge has identified approximately 6 km of the proposed pipeline route where temporary workspace from private landowners would be beneficial to the construction of the pipeline, but not essential. The 6 km of the route identified is adjacent to farm land. If the Project receives approval from the Ontario Energy Board Enbridge will contact the respective landowners, seeking to obtain a 10 m temporary working easement.

The contractor for the Project may identify additional temporary work space requirements (e.g. construction yard, staging areas, etc.) and will be responsible for making the necessary arrangements to facilitate this.

BOARD STAFF INTERROGATORY #3

INTERROGATORY

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.

RESPONSE

a) Other than the issues discussed in Board Staff Interrogatories #5 and #6 found at Exhibit G, Tab 1 Schedules 5 and 6, there are no known outstanding or unresolved issues as a result of any of the consultations undertaken with respect to this project.

Witness: M. Tozer

BOARD STAFF INTERROGATORY #4

INTERROGATORY

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?

RESPONSE

- a) Please see attachment.
- b) Please see Section 12 Part d of the attachment.

Witness: E. Chin

Model Franchise Agreement

THIS AGREEMENT effective this ^{29th} day of June, 2006.

BETWEEN: ~~the~~ City of Ottawa hereinafter called the

"City"

- and -

The Enbridge Gas Distribution Inc. hereinafter called the "Gas Company"

WHEREAS the Gas Company desires to distribute, store and transmit gas in the Municipality upon the terms and conditions of this Agreement;

AND WHEREAS by By-law 2006-²⁵⁴ passed by the Council of the City (the "By-law"), the duly authorized officers have been authorized and directed to execute this Agreement on behalf of the City;

THEREFORE the City and the Gas Company agree as follows:

Part I - Definitions

1. In this Agreement:

- a. "decommissioned" and "decommissions" when used in connection with parts of the gas system, mean any parts of the gas system taken out of active use and purged in accordance with the applicable CSA standards and in no way affects the use of the term 'abandoned' pipeline for the purposes of the Assessment Act;
- b. "Engineer/Road Superintendent" means the most senior individual employed by the City with responsibilities for highways within the Municipality or the person designated by such senior employee or such other person as may from time to time be designated by the Council of the City;
- c. "gas" means natural gas, manufactured gas, synthetic natural gas, liquefied petroleum gas or propane-air gas, or a mixture of any of them, but does not include a liquefied petroleum gas that is distributed by means other than a pipeline;
- d. "gas system" means such mains, plants, pipes, conduits, services, valves, regulators, curb boxes, stations, drips or such other equipment

as the Gas Company may require or deem desirable for the distribution, storage and transmission of gas in or through the Municipality;

- e. "highway" means all common and public highways and shall include any bridge, viaduct or structure forming part of a highway, and any public square, road allowance or walkway and shall include not only the travelled portion of such highway, but also ditches, driveways, sidewalks, and sodded areas forming part of the road allowance now or at any time during the term hereof under the jurisdiction of the City;
- f. "Model Franchise Agreement" means the form of agreement which the Ontario Energy Board uses as a standard when considering applications under the Municipal Franchises Act. The Model Franchise Agreement may be changed from time to time by the Ontario Energy Board;
- g. "Municipality" means the territorial limits of the City on the date when this Agreement takes effect, and any territory which may thereafter be brought within the jurisdiction of the City;
- h. "Plan" means the plan described in Paragraph 5 of this Agreement required to be filed by the Gas Company with the Engineer/Road Superintendent prior to commencement of work on the gas system; and
- i. whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Agreement so requires.

Part II - Rights Granted

- 2. To provide gas service:

The consent of the City is hereby given and granted to the Gas Company to distribute, store and transmit gas in and through the Municipality to the City and to the inhabitants of the Municipality.

- 3. To Use Highways.

Subject to the terms and conditions of this Agreement the consent of the City is hereby given and granted to the Gas Company to enter upon all highways now or at any time hereafter under the jurisdiction of the City and to lay, construct, maintain, replace, remove, operate and repair a gas

system for the distribution, storage and transmission of gas in and through the Municipality.

4. Duration of Agreement and Renewal Procedures.

- a. If the City has not previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law.

or

- b. If the City has previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law provided that, if during the 20-year term this agreement, the Model Franchise Agreement is changed, then on the 7th anniversary and on the 14th anniversary of the date of the passing of the By-law, this Agreement shall be deemed to be amended to incorporate any changes in the Model Franchise Agreement in effect on such anniversary dates. Such deemed amendments shall not apply to alter the 20-year term.
- c. At any time within two years prior to the expiration of this Agreement, either party may give notice to the other that it desires to enter into negotiations for a renewed franchise upon such terms and conditions as may be agreed upon. Until such renewal has been settled, the terms and conditions of this Agreement shall continue, notwithstanding the expiration of this Agreement. This shall not preclude either party from applying to the Ontario Energy Board for a renewal of the Agreement pursuant to section 10 of the Municipal Franchises Act.

Part III - Conditions

5. Approval of Construction

- a. The Gas Company shall not undertake any excavation, opening or work which will disturb or interfere with the surface of the travelled portion of any highway unless a permit therefor has first been obtained from the Engineer/Road Superintendent and all work done by the Gas Company shall be to his satisfaction.

- b. Prior to the commencement of work on the gas system, or any extensions or changes to it (except service laterals which do not interfere with municipal works in the highway), the Gas Company shall file with the Engineer/Road Superintendent a Plan, satisfactory to the Engineer/Road Superintendent, drawn to scale and of sufficient detail considering the complexity of the specific locations involved, showing the highways in which it proposes to lay its gas system and the particular parts thereof it proposes to occupy.
- c. The Plan filed by the Gas Company shall include geodetic information for a particular location:
 - i. where circumstances are complex, in order to facilitate known projects, including projects which are reasonably anticipated by the Engineer/Road Superintendent, or
 - ii. when requested, where the City has geodetic information for its own services and all others at the same location.
- d. The Engineer/Road Superintendent may require sections of the gas system to be laid at greater depth than required by the latest CSA standard for gas pipeline systems to facilitate known projects or to correct known highway deficiencies.
- e. Prior to the commencement of work on the gas system, the Engineer/Road Superintendent must approve the location of the work as shown on the Plan filed by the Gas Company, the timing of the work and any terms and conditions relating to the installation of the work.
- f. In addition to the requirements of this Agreement, if the Gas Company proposes to affix any part of the gas system to a bridge, viaduct or other structure, if the Engineer/Road Superintendent approves this proposal, he may require the Gas Company to comply with special conditions or to enter into a separate agreement as a condition of the approval of this part of the construction of the gas system.
- g. Where the gas system may affect a municipal drain, the Gas Company shall also file a copy of the Plan with the City's Drainage Superintendent for purposes of the Drainage Act, or such other person designated by the City as responsible for the drain.
- h. The Gas Company shall not deviate from the approved location for any part of the gas system unless the prior approval of the Engineer/Road Superintendent to do so is received.

- i. The Engineer/Road Superintendent's approval, where required throughout this Paragraph, shall not be unreasonably withheld.
- j. The approval of the Engineer/Road Superintendent is not a representation or warranty as to the state of repair of the highway or the suitability of the highway for the gas system.

6. As Built Drawings

The Gas Company shall, within six months of completing the installation of any part of the gas system, provide two copies of "as built" drawings to the Engineer/Road Superintendent. These drawings must be sufficient to accurately establish the location, depth (measurement between the top of the gas system and the ground surface at the time of installation) and distance of the gas system. The "as built" drawings shall be of the same quality as the Plan and, if the approved pre-construction plan included elevations that were geodetically referenced, the "as built" drawings shall similarly include elevations that are geodetically referenced. Upon the request of the Engineer/Road Superintendent, the Gas Company shall provide one copy of the drawings in an electronic format and one copy as a hard copy drawing.

7. Emergencies

In the event of an emergency involving the gas system, the Gas Company shall proceed with the work required to deal with the emergency, and in any instance where prior approval of the Engineer/Road Superintendent is normally required for the work, the Gas Company shall use its best efforts to immediately notify the Engineer/Road Superintendent of the location and nature of the emergency and the work being done and, if it deems appropriate, notify the police force, fire or other emergency services having jurisdiction. The Gas Company shall provide the Engineer/Road Superintendent with at least one 24 hour emergency contact for the Gas Company and shall ensure the contacts are current.

8. Restoration

The Gas Company shall well and sufficiently restore, to the reasonable satisfaction of the Engineer/Road Superintendent, all highways, municipal works or improvements which it may excavate or interfere with in the course of laying, constructing, repairing or removing its gas system, and shall make good any settling or subsidence thereafter caused by such excavation or interference. If the Gas Company fails at any time to do any work required by this Paragraph within a reasonable period of time, the City may do or cause such work to be done and the Gas Company shall, on demand, pay

the City's reasonably incurred costs, as certified by the Engineer/Road Superintendent.

9. Indemnification

The Gas Company shall, at all times, indemnify and save harmless the City from and against all claims, including costs related thereto, for all damages or injuries including death to any person or persons and for damage to any property, arising out of the Gas Company operating, constructing, and maintaining its gas system in the Municipality, or utilizing its gas system for the carriage of gas owned by others. Provided that the Gas Company shall not be required to indemnify or save harmless the City from and against claims, including costs related thereto, which it may incur by reason of damages or injuries including death to any person or persons and for damage to any property, resulting from the negligence or wrongful act of the City, its servants, agents or employees.

10. Insurance

- a. The Gas Company shall maintain Comprehensive General Liability Insurance in sufficient amount and description as shall protect the Gas Company and the City from claims for which the Gas Company is obliged to indemnify the City under Paragraph 9. The insurance policy shall identify the City as an additional named insured, but only with respect to the operation of the named insured (the Gas Company). The insurance policy shall not lapse or be cancelled without sixty (60) days' prior written notice to the City by the Gas Company.
- b. The issuance of an insurance policy as provided in this Paragraph shall not be construed as relieving the Gas Company of liability not covered by such insurance or in excess of the policy limits of such insurance.
- c. Upon request by the City, the Gas Company shall confirm that premiums for such insurance have been paid and that such insurance is in full force and effect.

11. Alternative Easement

The City agrees, in the event of the proposed sale or closing of any highway or any part of a highway where there is a gas line in existence, to give the Gas Company reasonable notice of such proposed sale or closing and, if is feasible, to provide the Gas Company with easements over that part of the highway proposed to be sold or closed sufficient to allow the Gas Company to preserve any part of the gas system in its then existing location. In the event that such easements cannot be provided, the City and the Gas

Company shall share the cost of relocating or altering the gas system to facilitate continuity of gas service, as provided for in Paragraph 12 of this Agreement.

12. Pipeline Relocation

- a. If in the course of constructing, reconstructing, changing, altering or improving any highway or any municipal works, the City deems that it is necessary to take up, remove or change the location of any part of the gas system, the Gas Company shall, upon notice to do so, remove and/or relocate within a reasonable period of time such part of the gas system to a location approved by the Engineer/Road Superintendent.
- b. Where any part of the gas system relocated in accordance with this Paragraph is located on a bridge, viaduct or structure, the Gas Company shall alter or relocate that part of the gas system at its sole expense.
- c. Where any part of the gas system relocated in accordance with this Paragraph is located other than on a bridge, viaduct or structure, the costs of relocation shall be shared between the City and the Gas Company on the basis of the total relocation costs, excluding the value of any upgrading of the gas system, and deducting any contribution paid to the Gas Company by others in respect to such relocation; and for these purposes, the total relocation costs shall be the aggregate of the following:
 - i. the amount paid to Gas Company employees up to and including field supervisors for the hours worked on the project plus the current cost of fringe benefits for these employees,
 - ii. the amount paid for rental equipment while in use on the project and an amount, charged at the unit rate, for Gas Company equipment while in use on the project,
 - iii. the amount paid by the Gas Company to contractors for work related to the project,
 - iv. the cost to the Gas Company for materials used in connection with the project, and
 - v. a reasonable amount for project engineering and project administrative costs which shall be 22.5% of the aggregate of the amounts determined in items (i), (ii), (iii) and (iv) above.

- d. The total relocation costs as calculated above shall be paid 35% by the City and 65% by the Gas Company, except where the part of the gas system required to be moved is located in an unassumed road or in an unopened road allowance and the City has not approved its location, in which case the Gas Company shall pay 100% of the relocation costs.

Part IV - Procedural And Other Matters

13. Municipal By-laws of General Application

The Agreement is subject to the provisions of all regulating statutes and all municipal by-laws of general application, except by-laws, which have the effect of amending this Agreement.

14. Giving Notice

Notices may be delivered to, sent by facsimile or mailed by prepaid registered post to the Gas Company at its head office or to the authorized officers of the City at its municipal offices, as the case may be.

15. Disposition of Gas System

- a. If the Gas Company decommissions part of its gas system affixed to a bridge, viaduct or structure, the Gas Company shall, at its sole expense, remove the part of its gas system affixed to the bridge, viaduct or structure.
- b. If the Gas Company decommissions any other part of its gas system, it shall have the right, but is not required, to remove that part of its gas system. It may exercise its right to remove the decommissioned parts of its gas system by giving notice of its intention to do so by filing a Plan as required by Paragraph 5 of this Agreement for approval by the Engineer/Road Superintendent. If the Gas Company does not remove the part of the gas system it has decommissioned and the City requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in any highway, the City may remove and dispose of so much of the decommissioned gas system as the City may require for such purposes and neither party shall have recourse against the other for any loss, cost, expense or damage occasioned thereby. If the Gas Company has not removed the part of the gas system it has decommissioned and the City requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in a highway, the Gas Company

may elect to relocate the decommissioned gas system and in that event Paragraph 12 applies to the cost of relocation.

16. Use of Decommissioned Gas System

- a. The Gas Company shall provide promptly to the City, to the extent such information is known:
 - i. the names and addresses of all third parties who use decommissioned parts of the gas system for purposes other than the transmission or distribution of gas; and
 - ii. the location of all proposed and existing decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas.
- b. The Gas Company may allow a third party to use a decommissioned part of the gas system for purposes other than the transmission or distribution of gas and may charge a fee for that third party use, provided
 - i. the third party has entered into a municipal access agreement with the City; and
 - ii. the Gas Company does not charge a fee for the third party's right of access to the highways.
- c. Decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas are not subject to the provisions of this Agreement. For decommissioned parts of the gas system used for purposes other than the transmission and distribution of gas, issues such as relocation costs will be governed by the relevant municipal access agreement.

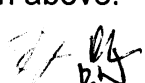
17. Franchise Handbook

The Parties acknowledge that operating decisions sometimes require a greater level of detail than that which is appropriately included in this Agreement. The Parties agree to look for guidance on such matters to the Franchise Handbook prepared by the Association of Municipalities of Ontario and the gas utility companies, as may be amended from time to time.

18. Agreement Binding Parties


This Agreement shall extend to, benefit and bind the parties thereto, their successors and assigns, respectively.

IN WITNESS WHEREOF the parties have executed this Agreement effective from the date written above.


 Richard A. Lanni
Barrister & Solicitor
~~THE~~ CITY OF OTTAWA

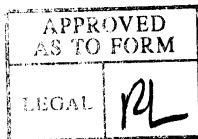
~~NOTION FOR SIGNATURE~~

G.M.P.
~~CITY OF OTTAWA~~


By: 
~~POINTER CHAIRMAN~~
Duly Authorized Officer

THE CONSUMERS' GAS COMPANY LTD.

By:  Byron Neiles
Vice President
Legal, Regulatory & Public Affairs



Richard A. Lanni
Barrister & Solicitor



DATED this 24th day of June, 2006 .

The City of Ottawa

- and -

Enbridge Gas Distribution Inc.

FRANCHISE AGREEMENT

THE Enbridge Gas Distribution Inc.
500 Consumers Road
North York, Ontario
M2J 1P8

Attention: Regulatory Affairs Department

BOARD STAFF INTERROGATORY #5

INTERROGATORY

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.

Witnesses: M. Tozer
R. Zambonin

RESPONSE

Reference: Letter of Comment, August 20, 2012, CastleGlenn Consultants Inc.,
Pages 1-2

- a) Enbridge Gas Distribution Inc. ("Enbridge") responded to CastleGlenn Consultants Inc. ("CastleGlenn") on August 21, 2012 with details of the Ottawa Reinforcement Project (the "Project"). The drawings provided the preliminary line location along Hope Side Road through the intersection of Richmond Road impacting the study area undertaken by CastleGlenn. It should also be noted that CastleGlenn is conducting their work on behalf of their client, R.W. Tomlinson Limited ("Tomlinson"). Tomlinson was one of the landowners included in Enbridge's environmental assessment consultation process, and had previously been provided information relating to the proposed Project.
- b) There is a potential conflict at the Richmond Road / Hope Side Road intersection.
- c) CastleGlenn identified three areas of concern:
 - 1. Potential conflicts with traffic signal and street light conduits;
 - 2. Potential reduction in cover (depth) at intersection; and
 - 3. Constructing new roadway improvements over a pipeline crossing

The issue at the Richmond Road / Hope Side Road intersection has also been a subject of discussion between Enbridge and the City of Ottawa (the "City"). Enbridge has been and will continue to work with the City and the National Capital Commission ("NCC") to resolve the issues relating to the proposed road widening along Hope Side Road, Richmond Road and West Hunt Club Road (please see the response to Board Staff Interrogatory #6 found at Exhibit G, Tab 1, Schedule 6). It is anticipated that the solution(s) to the issues relating to the City's proposed road widening plans will also address the concerns identified by CastleGlenn.
- d) No route changes are required at this time.
- e) N/A
- f) N/A
- g) Please see response to Board Staff Interrogatory #6 found at Exhibit G, Tab 1, Schedule 6. There are no additional costs associated with specifically addressing CastleGlenn's concerns.

Witnesses: M. Tozer
R. Zambonin

- h) The preliminary proposal presented by CastleGlenn does not provide sufficient detail to identify coordination activities. However, based on the information currently available Enbridge does not anticipate any cost impact.
- i) Enbridge advised CastleGlenn (September 13, 2012) of its ongoing commitment to work with the City and NCC, incorporating design elements for the proposed road widening along the sections of the pipeline route which include Hope Side Road, Richmond Road and West Hunt Club Road. Enbridge's position within the Utility Coordinating Committee ("UCC") acknowledges accepted standards for road designs that provide framework for development in the Region, specifically within Right of Way ("ROW").

Enbridge encouraged CastleGlenn to directly contact the City's Project Manager for the Hope Side Road Extension Project to gain feedback on their proposal and provided CastleGlenn with the appropriate contact information. Enbridge noted that ultimately the City provides direction and approvals for any work constructed within the ROW.

Enbridge informed CastleGlenn of the ongoing dialogue between Enbridge and the City taking place in advance of circulating for municipal permit and Enbridge's willingness to continue to work with CastleGlenn as they develop their proposal further.

CastleGlenn confirmed on September 13, 2012 that they have recently contacted the City and would keep Enbridge informed of progress with their design.

- j) The next steps and timing will be based on the outcome of the discussion with the City and the NCC. Enbridge will continue to keep CastleGlenn informed of those discussions.

BOARD STAFF INTERROGATORY #6

INTERROGATORY

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.

Witness: M. Tozer

RESPONSE

- a) Discussions with the City of Ottawa (the "City") are ongoing as we continue to work towards a mutually agreeable solution. Below please find a description of the discussions Enbridge has had with the City regarding the issues raised by the City in its letter of comment.

Date	Description
2011	Enbridge began consultation with the City regarding the proposed Ottawa Reinforcement Project (the "Project") during the environmental assessment ("EA") process in 2011.
August 18, 2011	Representatives from the City attended the first public open house held for the Project and discussed the Project with Enbridge staff.
November 2, 2011	Enbridge presented the Project to the Utility Coordination Committee ("UCC") chaired by the City.
November 2011.	Enbridge received correspondence from City in late November 2011 regarding the Extension of Hope Side Road EA study. The study had commenced in 2008 but is currently on hold pending the completion of the National Capital Commission's ("NCC") Greenbelt Master Plan. The City indicated that the Extension of Hope Side Road EA study would examine the proposed widening of Hope Side Road and Richmond Road.
December 1, 2011	Representatives from the City attended the second public open house held for the Project and discussed the Project with Enbridge staff.
June 1, 2012	Enbridge met with representatives from the City to provide an update on the Project and discuss the proposed widening of Hope Side Road and Richmond Road. The City was unable to provide any preliminary plans relating to the road widening as it would be dependent on the findings of the City's EA (not yet started). Enbridge stated that it would be acceptable to have the pipeline located in the shoulder of the road or below the travelled portion of the road should the proposed road widening take place after the pipe was installed. Extra depth of cover could be considered where warranted. The issue of the proposed sewer installation along Richmond Road and Hope Side Road was also discussed at that meeting, leading Enbridge to engage the engineering consultant for the new subdivision and resolve the potential conflict.

June 6, 2012	Enbridge submitted preliminary drawings of the Project to the City to be circulated for comment amongst municipal and provincial stakeholders as well as other utilities to obtain feedback on existing or proposed installations along the pipeline route.
August 2, 2012	Enbridge received comments resulting from the circulation. The comments provided by the City regarding their proposed road widening plans were consistent with what had been discussed at the meeting on June 1, 2012.
September 21, 2012	Enbridge met with representatives from the City to specifically discuss the issues raised in their letter of comment (the "Letter"). Minutes of the meeting are attached.
October 1, 2012	A follow-up meeting between Enbridge and the City was held on to further discuss the possible courses of action.

- b) Enbridge acknowledges the potential for conflict areas to arise from the City's future road widening plans if the proposed pipeline was installed at typical depths. To address the issues raised by the City, Enbridge evaluated two courses of action:

- Scenario 1: Delaying construction of the section of the route impacted by the future road widening until the summer of 2014;
Scenario 2: Installing the entire pipeline in 2013, increasing the depth of cover of the pipeline at potential conflict locations

Scenario 1: Delay

In their Letter the City states that the Corridor EA may be finalized by the end of 2013 to mid 2014. As presented in the evidence filed previously with the Ontario Energy Board (Exhibit A, Tab 3, Schedule 2 - Purpose, Need, Proposed Facilities and Timing), Enbridge requires the proposed pipeline to be placed into service by the end of 2013; however if there are delays to construction, the pipeline would be energized up to Eagleson Road in 2013, continuing construction into 2014. If Enbridge was to wait until the Corridor EA was completed, there is a risk that the proposed pipeline could not be placed into service in its entirety by the end of 2014, resulting in an inability to maintain the minimum system pressures required at key locations in the Ottawa distribution network.

At the meeting with the City on September 21, 2012, City staff indicated that a functional design of their road widening plans may be available by the end of 2013, depending on the progress of the Corridor EA. In this Scenario, Enbridge would construct the proposed pipeline from Richmond Gate Station to the intersection of Eagleson Road and Hope Side Road, and from Highway 416 to the termination point at West Hunt Club Road and Greenbank Road in 2013. The pipeline would be

energized up to Eagleson Road in 2013, allowing two of the three tie-in connections to be made. The pipeline alignment from the intersection of Eagleson Road and Hope Side Road to Highway 416 would be finalized upon receipt of the City's functional design and constructed in 2014. The entire pipeline would subsequently be placed into service by Fall 2014.

Given the additional risk taken on by Enbridge by delaying the completion of the proposed pipeline and the firm requirement to have the pipeline in service by Fall 2014, Enbridge identified the following conditions that would need to be met prior to pursuing Scenario 1:

- A commitment in writing from the City confirming that a functional road widening design shall be received by Enbridge prior to December 31, 2013;
- Monthly status updates from the City on the progress of the Corridor EA; and
- Structuring the execution of the Corridor EA such that the information required by Enbridge is prioritized.

These conditions were discussed with the City at the meeting on October 1, 2012. The City stated that they would not be able to make a commitment on providing Enbridge with a functional road widening design unilaterally as NCC support is also necessary. The City suggested having a joint meeting with Enbridge and the NCC, where Enbridge could present the NCC with the various options being considered and explain the need for this commitment. Enbridge intends to schedule a meeting with the City and NCC in October 2012.

The City stated that should Scenario 1 be pursued, monthly updates on the progress of the Corridor EA could be provided to Enbridge by the City and NCC, and that Enbridge would be included on the Technical Advisory Committee ("TAC") for the EA. By being a part of the TAC, Enbridge would be able to advocate for its interests and provide input for consideration.

Scenario 2: Extra Depth

In Scenario 2, Enbridge would install the entire pipeline in 2013 at the location currently proposed at additional depth of 2.5m in the area of potential conflict. The portion of the pipeline route subject to the proposed road widening by the City is also faced with several constructability challenges including shallow bedrock, limited workspace due to the narrow road allowance corridor and traffic management restrictions. Given these existing challenges, installing the pipeline with a depth of cover of 2.5m will be significantly more difficult and result in undesirable impacts to all parties. The duration of pipeline construction activity in this congested area would be prolonged by approximately one month, causing additional traffic disruption to local residents and commuters, and increased noise due to the rock excavation

required. Enbridge would incur higher construction costs as a result of this change in scope. From an environmental perspective these incremental impacts would be acceptable.

To mitigate the potential for future relocations resulting from the proposed road widening, Enbridge would work with the City to identify the most probable conflict locations (e.g. intersections; areas where the alignment of the future roadway could change) and install the pipeline with an increased depth of cover at these locations. At the meeting on October 1, 2012, the City acknowledged that a pipeline depth of cover of 2.5m would be excessive for most of the proposed road widening area, however without knowing if there will be any road alignment changes at present, 2.5m of cover was suggested for the entire length. The potential for alignment changes appear to be limited to portions of Hope Side Road and Richmond Road.

In consideration of the risks, additional costs and timing constraints relating to finalizing a scope of work for the construction contract, Enbridge intends to pursue Scenario 2, with the possibility of switching to Scenario 1 if all of the identified conditions can be agreed upon prior to December 31, 2012.

Enbridge will continue to work collaboratively with the City and the NCC on both Scenarios to achieve a mutually agreeable solution.

- c) No changes to the proposed pipeline route will be required. The pipeline will either be located within the City's existing or expanded Right of Way along the route that was originally proposed.
- d) N/A
- e) N/A
- f) Both of the Scenarios considered will result in additional costs to be borne by Enbridge. If Enbridge delays construction on the section of the route impacted by the future road widening (Scenario 1) there will be additional contractor mobilization and set up costs, legal fees and overheads (an approximate cost increase of \$750,000). In Scenario 2, Enbridge would be installing the pipeline with an additional depth of cover at selected locations within the proposed road widening area. Budgetary estimates received from potential contractors indicated that an incremental cost of \$2.5 million would be required to install the pipeline with a depth of cover of 2.5m along all of the road widening area – approximately 6 km. Through discussions with the City, Enbridge would seek to reduce the amount of pipeline installed with extra cover and so the additional costs are expected to be less than \$2.5 million.

- g) Please refer to the response provided in subsection f) above.
- h) Please refer to the response provided in subsection b) above.
- i) Please refer to the response provided in subsection b) above. In the event Enbridge is required to relocate a distribution main, its practice is to comply with the terms and provisions of the applicable Franchise Agreement. Section 12(d) of the Franchise Agreement provides a cost sharing mechanism where a pipeline is to be relocated.
- j) Please refer to the responses provided in subsections b) and i) above.
- k) The City has not provided Enbridge with any drawings regarding its future road widening plans, as their design will be dependent on the findings of the Corridor EA. Enbridge expects to receive a functional design from the City by the end of 2013.



AGENDA

Meeting Name:	Review of Ottawa Reinforcement Project (ORP)	Recorded by:	K. Lorenzo
Date:	September 21, 2012	Facilitator:	M. Tozer & R. Zambonin
Frequency:	Once	File:	2012-54
Conference Call # / Passcode:	N/A	Meeting Room Location / Address:	The City of Ottawa, 100 Constellation Crescent, Room 1803-W
Attendees:			
City of Ottawa (the City)		Enbridge Gas Distribution Inc. (EGD)	
Linda Carkner Program Manager, ROW Info & Approvals		Mike Tozer Project Manager	
Malcolm Tanner ROW Approvals Officer		Remo Zambonin Field Manager	
Tim Newton Sr. Engineer, Infrastructure Approvals		Roger Doyon Project Lead (Station)	
Taffy Nahas Legal Counsel		Karina Lorenzo Project Lead (Pipeline)	
Frank McKinney Program Manager, Transportation Planning (Env. Assessments)			
Angela Taylor Sr. Project Engineer			

AGENDA ITEMS

1. Constructability Issues: Ottawa Reinforcement Project (ORP)

- City of Ottawa: Provincial EA Update / Future Widening of Hope Side, Richmond and West Hunt Club roads
- Design Considerations: Use of Rural or Urban Cross Sections
- Alignment of Design vs. Existing ROW Boundaries (20.0 m ROW vs. 42.5 m)
- Impact of Scheduled Enbridge Project: Design Proposal by CastleGlenn Consulting for 2013?

2. Construction of Pipeline: Methodology, Traffic Control & Public Safety

- Conventional Hoe Ram vs. Blasting
- Road Closures and Lane Restrictions
- Surface Easements During Construction
- General: Clearing of Trees/Vegetation (i.e., Flewellyn Road) along ROW

3. Communication: UCC & City Council

4. Route Overview: Site Tour Opportunity (October)



MINUTES OF MEETING

1. CONSTRUCTABILITY ISSUES: OTTAWA REINFORCEMENT PROJECT (ORP)

- EGD (M. Tozer) provided an update on project developments since last meeting with the City of Ottawa on June 1st, 2012.
- EGD (M. Tozer) explained that the focus of this meeting would be to discuss the City's future road widening plans for Hope Side Rd, Richmond Rd and West Hunt Club Rd.
- EGD (M. Tozer) explained that, as it relates to the ORP, the section of the route that follows Hope Side Rd, Richmond Rd, and West Hunt Club Rd is the most challenging portion of the project for a number of reasons (especially Richmond Rd and West Hunt Club Rd):
 - Presence of shallow bedrock along corridor;
 - Limited work space (elbow room) due to proximity to NCC land on either side of road corridor; and,
 - Traffic management restrictions due to the high-volume of traffic in this bottleneck area (time-of-day restrictions for working on road are 6 pm to 6 am).
- EGD (M. Tozer) stated that the City's proposal in the letter they filed with the OEB would pose significant challenges and undesirable impacts for all parties due to the additional depth of cover required (2.5 m). The duration of EGD's construction in this corridor would be extended by one month and would result in an approximate cost increase of \$2.5 million. Limited space exists to place the additional volume of excavated material. The additional construction duration will result in increased inconvenience to nearby residents and commuters due to noise and traffic congestion.
- EGD (M. Tozer) stated that, through this meeting, they'd like to discuss potential options with the City and to better understand the nature of the City's recommendations.
- EGD (R. Zambonin) stated that it has received budgetary estimates from potential contractors which confirmed that this section will be the most challenging from a constructability perspective.
- a. City of Ottawa: Provincial EA Update / Future Widening of Hope Side, Richmond and West Hunt Club roads
 - EGD (R. Zambonin) stated it would like to know more about the timing of the City's road widening plans: When will a functional design be available? When will construction take place?
 - The City (A. Taylor) indicated the following timelines based on their current 10-year plan (subject to the recommendations and completion of the Corridor EA):
 - Widening of Hope Side Rd (from Eagleson Rd to Richmond Rd)
 - Design in 2016, construction in 2017 / 2018
 - Widening of Richmond Rd (from Hope Side Rd to West Hunt Club Rd)
 - Design in 2014, construction in 2016
 - Widening of West Hunt Club Rd (from Richmond Rd to Hwy 416)
 - Same timing as the widening of Richmond Rd - design in 2014, construction in 2016



- The City (F. McKinney) stated that:
 - A joint cumulative effects study with the NCC is expected to be completed by the end of 2012 and a formal Environmental Assessment process (EA) started in January 2013.
 - A functional design of the City's proposed work would be dependent on the findings of the EA and is expected to be available by the end of 2013. This timeline is conditional on the joint study completion and the NCC buy in.
 - The EA will consider the aforementioned road widenings as well as the possibility of two new roundabouts (at Richmond Rd & West Hunt Club and at Richmond Rd & Hope Side Rd) and a 'soft curve' road alignment between Hope Side Rd and Richmond Rd.
 - The City is 90-100% certain that the option of extending Hope Side Rd further east is not viable due to NCC restrictions.

b. Design Considerations - Use of Rural or Urban Cross Sections

- This item was not discussed.

c. Alignment of Design vs. Existing ROW Boundaries (20.0m ROW vs. 42.5m)

- This item was not discussed.

d. Impact of Scheduled Enbridge Project: Design Proposal by CastleGlenn Consulting for 2013?

- EGD (M. Tozer) inquired about the proposal put forward by CastleGlenn Consulting on behalf of Tomlinson, and how this relates to the City's proposed plans.
- The City (F. McKinney) confirmed that the submission by CastleGlenn is only a proposal and no decision on it has been made by the City.
- The City (A. Taylor) stated that she has had some communication with CastleGlenn, but their plans are very preliminary and once more detail is provided they will be reviewed to see how it would fit with the City's road widening plans.

e. Other Items Discussed

1. EGD's Timeline for the ORP

- The City (F. McKinney) asked EGD when the pipeline needed to be in service.
- EGD (M. Tozer) stated that the ORP has two primary drivers:
 - Future customer growth; and,
 - Security of supply



The issue of security of supply issue has determined the construction timing for the project due to the current overcapacity situation at EGD's Ottawa Gate Station. This issue could be addressed in two ways:

- A system upgrade/pipeline installation undertaken by TransCanada Pipelines (TCPL); or,
- The construction of the proposed Ottawa Reinforcement Pipeline by EGD.

The ORP option was chosen because it addressed both the customer growth and security of supply issues.

- EGD and TCPL have a working arrangement to address the security of supply issue on a temporary basis. However, this solution has its limitations and needs to be resolved as soon as possible to prevent potential service disruptions to gas customers.

2. The City's Request to Delay a Portion of the ORP

- The City (F. McKinney) stated that:
 - If EGD installs the pipeline prior to the City's design being finalized, EGD and the City would potentially incur significant costs to relocate the pipe in the future.
 - With EGD's and the City's construction timelines being relatively close together, there could be savings for both if the construction occurred at the same time.
 - The City expects to have a functional road design by the end of 2013 (this timeline is conditional on the joint study completion and the NCC buy in). There are several landowners that need to be consulted before the final routing can be determined.
 - Recognizing that EGD has a temporary solution in place at their Ottawa Gate Station, would it be possible for EGD to delay this section of the route until the following year (2014)?
- EGD (M. Tozer) stated that it was not able to make an immediate decision on that suggestion, but would have internal discussions to evaluate it further.
 - The ORP includes three tie-in connections to existing 12-inch gas mains at Shea Road, Eagleson Road and Greenbank Road.
 - If the pipeline was constructed up to the intersection of Eagleson Road and Hope Side Road, two of the three lateral tie-in connections could be made.
 - EGD had anticipated the possibility of energizing the pipeline up to the second tie-in (at Eagleson Road and Hope Side Road) in 2013 in the event of construction delays, and continuing construction through the winter into 2014.
 - The latter section of the pipeline from the Highway 416 crossing to the termination point at West Hunt Club Road and Greenbank Road could still be constructed in 2013 even if the section from Eagleson Road & Hope Side Road to West Hunt Club Road on the west side of Highway 416 was delayed.
- The City (F. McKinney) stated that the incremental \$2.5 M cost (due to the additional depth of cover) could be saved if EGD was to do this. EGD would be able to install the pipe at standard depth in the expanded ROW once the functional design is completed. The functional design will provide the alignment of the road way, which will



require some tweaking later on, but should provide EGD with enough information to determine where the pipeline should be located. The City had requested a 2.5 m depth of cover because the alignment of the roads could change, causing the pipeline to go across new ditch lines and the ditch line is approximately 2.5 m lower in elevation than the road surface.

- EGD (M. Tozer) stated that combining the two construction projects would pose some challenges due to the Ontario Occupational Health and Safety Act (OHSA) requirements which state that there can only be one “constructor” working in the same construction area.
- The City (L. Carkner) stated that they have had other utility installations (e.g. Bell) included in their projects in the past, so they have some experience with this. It would be challenging for the City’s contractor to widen the road after the pipe has been installed, which is why the City typically requires that utilities stay towards the edge of the road allowance.
- EGD (M. Tozer) stated that if the section of the pipeline from the Eagleson Road / Hope Side Road intersection to the Highway 416 crossing had to be delayed, it would be EGD’s preference to construct that section in one piece. To confirm, EGD understands that the City’s plans to widen the road corridor will take place in sections, spanning several years.
- The City (F. McKinney) confirmed that this was correct. The widening of Richmond Road and West Hunt Club Road would be done first, followed by Hope Side Road.
- EGD (M. Tozer) stated that it would present the City’s suggestion of delaying a section of the pipeline construction until 2014 for internal discussion, to further assess the risks and benefits. M. Tozer expects that a decision on this matter would need to be made soon such that EGD’s plans can be communicated to the OEB and that any necessary changes made to the scope of work for the construction contract.

Action Item: EGD (M. Tozer) to report back to the City on the possibility of delaying a section of the pipeline construction until 2014.

2. CONSTRUCTION OF PIPELINE - METHODOLOGY, TRAFFIC CONTROL & PUBLIC SAFETY

a. Conventional Hoe Ram vs. Blasting

- EGD (M. Tozer) stated that it wanted to explore the possibility of blasting with the City. This would apply along sections of route where the bedrock is extremely shallow (on Richmond Road, north of Stonehaven Drive and on West Hunt Club Road to Highway 416). The depth of bedrock was confirmed through a geotechnical investigation conducted by Stantec, indicating bedrock as shallow as 0.5m, and noting that bedrock is visible at the surface in some locations. Given the challenges of construction in this area, including narrow workspace, and traffic management limitations, blasting would enable a shortened period of construction (compared to breaking the rock with a hoe ram). There is often a perceived aversion to blasting, however with appropriate mitigation and planning, the overall impact compared with breaking could be less disruptive. The issue of blasting was raised by EGD in their meeting with the NCC on September 14th, and the NCC indicated that they would be open to the possibility. One of the requirements of blasting is a temporary stoppage of traffic prior to, during and after the blast. The duration of the stoppage has not yet been determined. Considering the traffic sensitivities in this area, EGD would like to know if any stoppages of traffic would be possible, and if the use of blasting as a means of construction is even open for discussion?



- The City (L. Carkner) stated that they would need to know how long the stoppages would take and how the blasting would be carried out. The Traffic Department would need to be involved in the discussion. There are definitely actions that could be taken to manage the situation however a full discussion on how to do this is required. This is a major transportation area and there is high sensitivity to shutting the roadway down during peak times. The City will not rule blasting out as a possibility, but discussions are required to assess the situation further.
- The City (F. McKinney) stated that even in off-peak hours a detour would be required and was surprised to hear that the NCC was open to the idea.
- The City (L. Carkner) noted that if that section of the pipeline route was delayed, the amount of blasting required would be reduced as a depth of cover of 2.5m would not be necessary.
- The City (F. McKinney) stated that if the rock profile is as shallow as EGD indicated, the City may choose to raise the profile of the road. The City would be interested in reviewing EGD's geotech report, as it could help speed up the design process.
- EGD (M. Tozer) stated that Stantec is currently finalizing the report (currently have a draft version), and that EGD would be willing to provide that information to the City once the final report has been received. The report indicates that the bedrock is not very shallow along Hope Side Road, but gets quite shallow along Richmond Road (halfway between Stonehaven Drive and West Hunt Club Road). Stantec is also preparing a hydrogeological investigation report which can be provided. The environmental assessment report for the pipeline project is available on the project website (www.enbridgegas.com/ottawaproject).

Action Item: EGD (M. Tozer) to confirm information sharing guidelines with Stantec and Dillon Consulting and provide the City with copies of their reports.

b. Road Closures and Lane Restrictions

- This item was discussed as part of the 'Conventional Hoe Ram vs. Blasting' topic above.

c. Surface Easements during Construction

- EGD (M. Tozer) stated that it would be ideal to know where the edge of the future road allowance will be located as soon as possible. When does the City expect the land to be acquired from the National Capital Commission (NCC) and others?
- The City (F. McKinney) stated that the land acquisition process should be straight forward given that most of the land to be acquired belongs to the NCC. The City's EA will need to be completed before the land acquisition process can begin, but land costs have been budgeted.
- The City (L. Carkner) stated that based on the information provided it appears that there are four potential property owners to negotiate with.

d. General - Clearing of Trees/Vegetation (i.e. Flewellyn Road) along ROW

- This item was not discussed.



e. Other Items Discussed

1. Hydro Pole Relocation

- The City (T. Newton) mentioned that there has been a request to relocate the hydro poles from the north side of Hope Side Road (adjacent to the subdivision) to the south side, as the south side is a field (rural classification). This request will be approved as the south side is more appropriate for hydro poles, and this change will need to be considered by both the City in their road widening plans, and EGD for the pipeline location.

2. Proposed Roundabout at Eagleson & Flewellyn

- EGD (R. Zambonin) inquired about the status of the proposed roundabout at the intersection of Eagleson Road and Flewellyn Road.
- The City (L. Carkner) stated that she will look into this and report back to EGD.

Action Item: The City (L. Carkner) to provide an update on the status of the roundabout at Eagleson Road and Flewellyn Road.

- The City (M. Tanner) provided an update to EGD (M. Tozer) on September 25th. The construction of the roundabout is currently scheduled for May 2013.

3. Monahan Drain Crossing

- The City (L. Carkner) inquired about the soil conditions in the vicinity of the Monahan Drain crossing.
- EGD (R. Zambonin) stated that the soil conditions are good. Stantec recently completed some boreholes to depths of 10 m on either side of the crossing and only encountered clay. R. Zambonin has had discussions with M. Ashman (City of Ottawa – Structures Dept.) regarding the crossings of the various culverts along the route.

Action Item: EGD (M. Tozer) to provide the City with a copy of the Stantec report that includes the geotech information about this crossing (once the final report has been received).

- EGD (M. Tozer) stated that the Mahoney Creek / Monahan Drain crossing is one of the two big creek crossings required. The second one is the creek on West Hunt Club Road near Moodie Drive.
 - EGD (R. Zambonin) stated that by changing the pipeline alignment to the north side of West Hunt Club Road we avoid the creek crossing. The area on the north side is essentially dry as the flow control for the culvert is on the south side.

4. ORP Hwy 416 Crossing

- EGD (M. Tozer) stated another point of interest relates to the Highway 416 crossing. EGD's original plans involved drilling from the southeast quadrant of the four-leaf clover intersection (Hwy 416 / West Hunt Club Road). It has since been determined that there is sufficient space available to facilitate a horizontal directional drill shot that



crosses both Highway 416 and Cedarview Road. The NCC is open to providing temporary workspace on their property (on the west side of the 416), which allows for more 'elbow room' during construction.

- EGD (R. Zambonin) inquired about the land ownership on the northeast corner of the West Hunt Club Road / Greenbank Road intersection, as this is the most suitable location for the termination point from a workspace perspective. The pipeline would be located in the road allowance, however, to facilitate an inline inspection of the pipeline post construction, temporary workspace will need to be obtained.

Action Item: The City (L. Carkner) will confirm ownership and report to EGD.

- The City (M. Tanner) informed EGD (M. Tozer) on September 25th that the land at the northeast corner of West Hunt Club Road / Greenbank Road is owned by the City and is classified as parkland. EGD would need to engage the City to discuss temporary workspace requirements.

5. Proposed ORP Termination Point

- EGD (R. Zambonin) stated that if EGD was to delay construction of the pipeline section in question, EGD would need to confirm where the temporary termination point should be located. Would the piece of land that used to be the old alignment of Hope Side Road be acceptable? The letter filed with the Ontario Energy Board (OEB) by the City stated that the preferred pipeline location would be along the old alignment of Hope Side Road.
- The City (F. McKinney) stated that this should be okay, but they will need to confirm how the piece of land is classified. If it is not designated as part of the road allowance, then it could possibly be sold by the City for commercial development (e.g. a gas station).

Action Item: EGD (R. Zambonin) to provide the City with copies of the drawing pages that show the pipeline location in relation to this piece of land.

Action Item: The City (A. Taylor) to confirm the classification of this piece of land.

- The City (M. Tanner) informed EGD (M. Tozer) on September 25th that this piece of land was outside of the 'urban city boundary' and as a result would not be developed in the future. It would be acceptable to have the pipeline located there.

3. COMMUNICATION - UCC & CITY COUNCIL

- EGD (R. Zambonin) inquired about the typical duration of the City's permit approval process.
- The City (L. Carkner) stated that the typical review period is between 3 to 4 weeks, once EGD has submitted all the details.
- EGD (M. Tozer) mentioned that the project team was currently scheduled to present an update to the Utility Coordinating Committee (UCC) at their meeting in October. Given that EGD has yet to finalize their approach to address the future road widening, it may be better to present to the UCC at their November meeting.

4. ROUTE OVERVIEW - SITE TOUR OPPORTUNITY (OCTOBER)



- EGD (M. Tozer) offered to provide a tour of the pipeline route (and the area of the proposed road widening in particular) to the City in October. This was also offered to the NCC and they were very interested, suggesting that it would be beneficial to include the other stakeholders (i.e. the City, Rideau Valley Conservation Authority (RVCA), etc.) on the same visit to look at things together. EGD could also invite the biologist from Dillon who worked on the EA.
- The City (A. Taylor and others) stated that they would definitely be interested.

Action Item: EGD (M. Tozer / R. Zambonin) to arrange a site tour in October with the City, NCC, RVCA and Dillon.

BOARD STAFF INTERROGATORY #7

INTERROGATORY

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.

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.

Witness: E. Chin

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.

Witness: E. Chin

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.

RESPONSE

Enbridge Gas Distribution Inc. ("Enbridge") has reviewed the Conditions of Approval and does not have any concerns or comments. All conditions as set out by the Ontario Energy Board will be adhered to by Enbridge.