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500 Consumers Road
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August 29, 2019

VIA RESS, EMAIL and COURIER

Ms. Kirsten Walli
Ontario Energy Board
2300 Yonge Street, 27th Floor
Toronto, ON M4P 1E4

Dear Ms. Walli:

**Re: Enbridge Gas Inc. ("Enbridge Gas")
Ontario Energy Board ("Board") File: EB-2019-0183
Owen Sound Reinforcement Project Leave to Construct & Rate M17
Application and Evidence (Redacted)**

Enclosed please find the redacted application and evidence of Enbridge Gas for an Order or Orders(i) granting approval of a new Rate M17 firm transportation service for gas distributors pursuant to section 36 of the Ontario Energy Board Act ("the Act") , (ii) granting leave to construct approximately 34 kilometres of NPS 12 hydrocarbon natural gas pipeline ("the Project") in the Municipality of West Grey and the Township of Chatsworth (both of which are within the County of Grey) pursuant to Section 90 (1) of the Act, and (iii) approving the forms of agreements offered to owners of land affected by the route or location of the Project pursuant to Section 97 of the Act.

The names and personal details of individuals have been removed from the following evidence:

- Exhibit E, Tab 1, Schedule 3 – Detailed Map of Pipeline Route
- Exhibit E, Tab 6, Schedule 1 – Landowner Listing
- Exhibit E, Tab 7, Schedule 1 – Environmental Report
- Exhibit E, Tab 8, Schedule 2 – Log and Project Correspondence

Two hard copies of the redacted application and evidence, as well as one confidential unredacted copy of the redacted evidence under separate cover in a sealed envelope, will be provided to the Board by courier.

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Please contact the undersigned should you have any questions.

Sincerely,

(Original Signed)

Brandon Ott
Technical Manager, Regulatory Applications

cc: C. Keizer, Tory's

A – Administration

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		2	Current and Proposed Services
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D – Owen Sound Reinforcement Project: Written Evidence

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E – Owen Sound Reinforcement Project: Supporting Schedules

E	1	1	Map of Proposed Facilities
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<u>Exhibit</u>	<u>Tab</u>	<u>Schedule</u>	<u>Contents of Schedule</u>
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		2	Indigenous Consultation Report: Consultation Matrix and Attachments (redacted)
		3	MENDM Review Summary

ONTARIO ENERGY BOARD

IN THE MATTER OF the Ontario Energy Board Act, 1998, S.O.
1998, c.15, Schedule B;

AND IN THE MATTER OF an Application by Enbridge Gas Inc. for
an Order or Orders approving a new firm transportation service for
gas distributors under the rate M17 rate class, effective December
1, 2019;

AND IN THE MATTER OF an Application by Enbridge Gas Inc. for
an Order or Orders modifying the applicability of the existing Rate
M9 and Rate T3 rate schedules for existing gas distributors;

AND IN THE MATTER OF an Application by Enbridge Gas Inc. for
an Order or Orders granting leave to construct natural gas pipelines
and ancillary facilities in in the Municipality of West Grey and the
Township of Chatsworth;

AND IN THE MATTER OF an Application by Enbridge Gas Inc. for an
Order or Orders approving the form of various land agreements.

APPLICATION

1. Enbridge Gas Distribution Inc. ("EGD") and Union Gas Limited ("Union") were Ontario corporations incorporated under the laws of the Province of Ontario carrying on the business of selling, distributing, transmitting, and storing natural gas within the meaning of the Ontario Energy Board Act, 1998 (the "Act"). EGD and Union amalgamated effective January 1, 2019 to become Enbridge Gas Inc. ("Enbridge Gas" or the "Applicant")
2. Enbridge Gas is applying to the Ontario Energy Board ("the Board") pursuant to section 36 of the Act for an Order or Orders granting approval of a new M17 firm transportation service for gas distributors. This application is in response to changes in the competition for natural gas distribution in Ontario as a result of the OEB's Decision with Reasons in its Generic Community Expansion proceeding (EB-2016-0004).
3. Enbridge Gas is proposing the M17 service to EPCOR Southern Bruce Gas Inc. ("EPCOR") in response to a request to provide transportation to the South Bruce expansion area. In addition to making this service available to other potential new

entrants, existing gas distributors will have the option to take the M17 service. As proposed, the M17 service is to be effective December 1, 2019.

4. To accommodate the new service, Enbridge Gas is seeking Board approval of the proposed M17 rate design and rate schedule found at Exhibit C, Tab 1, Schedule 1, inclusive of Schedule "A" (General Terms and Conditions), Schedule "B" (Nominations) and Schedule "C" (Receipt Locations).
5. Enbridge Gas is also seeking Board approval pursuant to Section 36 of the Act to modify the applicability of the existing Rate M9 and Rate T3 rate schedules for existing gas distributors. Enbridge Gas is proposing to limit the applicability of the Rate M9 and Rate T3 rate schedules to existing gas distributor customers.
6. Enbridge Gas also hereby applies to the Board, pursuant to Section 90 (1) of the Act, for an Order or Orders granting leave to construct approximately 34 kilometres of NPS 12 hydrocarbon natural gas pipeline ("the Project") in the Municipality of West Grey and the Township of Chatsworth, both of which are within the County of Grey.
7. Enbridge Gas also hereby applies to the Board, pursuant to Section 97 of the Act, for an Order approving the form of land agreements found at Exhibit E, Tab 6, Schedule 2.
8. Attached hereto as Exhibit E, Tab 1, Schedule 1, is a map showing the general location of the proposed Project, and associated facilities and the municipalities, and highways through, under, over, upon or across which the pipeline will pass.
9. Enbridge Gas also applies to the Board for such interim Order or Orders approving interim rates or other charges and accounting Orders as may from time to time appear appropriate or necessary. In particular, Enbridge Gas requests the Board hear its application for a new M17 service pursuant to Section 36 of the Act in an expedited fashion in Order to allow for an effective date of December 1, 2019. In the event the Board is not prepared to provide the foregoing, Enbridge Gas requests an interim Order or Orders approving interim rates to allow the M17 service an effective date of December 1, 2019.
10. Enbridge Gas requests approval of the full application, including its Section 90 (1) request specific to the Owen Sound Reinforcement Project, by February of 2020.
11. This application is supported by written evidence. This evidence is pre-filed and will be amended from time to time as required by the Board, or as circumstances may require.

12. The parties affected by this Application are the owners of lands, government agencies and municipalities over which the pipeline will be constructed, and Enbridge Gas's distribution customers. The persons affected by this Application are the customers resident or located in the Municipalities, the First Nation Reserves and Métis organizations served by Enbridge Gas, together with those to whom Enbridge Gas sells gas, or on whose behalf Enbridge Gas distributes, transmits or stores gas. It is impractical to set out in this Application the names and addresses of such persons because they are too numerous.

13. The address for service for Enbridge Gas is:

Enbridge Gas Inc.
500 Consumers Road
Toronto, Ontario M2J 1P8
P.O. Box 650
Scarborough, Ontario M1K 5E3

Attention: Brandon Ott, Technical Manager, Regulatory Applications
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-and-

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Attention: Charles Keizer
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Dated: August 29, 2019

Enbridge Gas Inc.

[original signed by]

Brandon Ott
Technical Manager, Regulatory Applications

BACKGROUND: RATE M17 AND
THE OWEN SOUND REINFORCEMENT PROJECT

1. On November 17, 2016 the Ontario Energy Board (“Board”) issued its Decision with Reasons in EB-2016-0004, a generic proceeding initiated by the Board in order to consider what mechanisms may be used to recover the costs of expanding natural gas service to Ontario communities that do not currently have access to natural gas. The Board’s Decision communicated changes to the Board’s approach for assessing expansion into new communities which served to facilitate competition between natural gas distributors to provide service¹.
2. Subsequently, on April 12, 2018 the Board issued a Decision and Order granting the Certificates of Public Convenience and Necessity for the South Bruce expansion area to EPCOR Southern Bruce Gas Inc. (“EPCOR”), concluding the Board’s first competitive process for selecting a natural gas distributor to serve a natural gas expansion². Shortly thereafter Enbridge Gas Inc. (“Enbridge Gas”), operating as Union Gas Limited (“Union”), engaged in discussions with EPCOR regarding connection to Union’s Owen Sound System and the services which EPCOR would require to serve new customers in South Bruce.
3. On August 30, 2018 Union filed an application requesting approval of a new firm transportation service for ex-franchise gas distributors under the Rate M17 rate class³. Under Union’s proposal Rate M17 would become the default rate for new gas distributors entering the Ontario market, in addition to being made available to existing gas distributor customers currently taking service under different rates at their discretion. Union submitted that the creation of Rate M17 as proposed was appropriate given the arrival of the first new entrant to the gas distribution market in

¹ EB-2016-0004 Generic Community Expansion Proceeding, Decision with Reasons, pp.19-20

² EB-2016-0137/0138/0139

³ EB-2018-0244

Ontario since the Board's Decision in the Natural Gas Electricity Interface Review ("NGEIR")⁴. As explained in Exhibit B, Tab 1, Schedule 1 of this application, the NGEIR Decision reached conclusions regarding the provision of cost-based storage to existing natural gas distributors which warrant consideration in assessing the appropriate services to be provided to new gas distributors in Ontario.

4. In accordance with the Board's Procedural Order 1 in EB-2018-0244, Union provided interrogatory responses to questions received from interested parties, including EPCOR, on November 11, 2018. In the subsequent weeks and months there was a series of submissions, motions and correspondences, primarily between Union (which amalgamated with Enbridge Gas Distribution Inc. to become Enbridge Gas effective January 1, 2019) and EPCOR. A central issue addressed in these communications was the scope of the proceeding, and whether content relating to Enbridge Gas's yet-to-be-filed Owen Sound Reinforcement Leave to Construct application should be considered within scope for the purposes of assessing the Rate M17 application.
5. On February 13, 2019 Enbridge Gas filed correspondence with the Board indicating the withdrawal of its application for the proposed Rate M17. Enbridge Gas acknowledged the Board's observation in its Motion Decision dated February 5, 2019, wherein the Board stated that the Board would have preferred a combined proceeding related to Union's request for the Rate M17 service and the upstream reinforcement leave to construct application. Given that Enbridge Gas had expressed its intent to file a leave to construct application for the upstream reinforcement of the Owen Sound Line, Enbridge Gas indicated that evidence regarding Rate M17 would be filed with the Board at the time Enbridge Gas submitted its leave to construct application for the Owen Sound Reinforcement.

⁴ EB-2005-0551

On February 25, 2019, EPCOR made submissions raising certain concerns relating to the application's withdrawal.

6. In a letter dated March 4, 2019, in response to EPCOR's concerns, Enbridge Gas noted that although there are various issues on which Enbridge Gas and EPCOR disagreed, Enbridge Gas sought to work with EPCOR to establish a coordinated regulatory process for the consideration of the M17 rate application and Enbridge Gas's Owen Sound Reinforcement Leave to Construct. Enbridge Gas invited EPCOR to participate in face-to-face discussions in an effort to agree on a process through which the issues relating to service to EPCOR as well as Enbridge Gas's withdrawal request and Enbridge Gas's Leave to Construct could be heard by the Board in a coordinated, timely and efficient manner. Enbridge Gas indicated that it would report to the Board on the results of those discussions.
7. On May 3, 2019 Enbridge Gas submitted a letter in EB-2018-0244 informing the Board that productive discussions between Enbridge Gas and EPCOR had begun and were ongoing. Enbridge Gas expressed a desire for such discussions to result in the finalization of a Financial Backstopping Agreements ("FBA"), a Precedent Agreement and a Rate M17 contract with EPCOR, subject to the provision that should the Board determine EPCOR to be eligible to receive a different service/rate the two companies would enter into a new transportation contract to replace the M17 contract.
8. Enbridge Gas's May 3, 2019 letter also discussed the construction of a customer station to facilitate connection of EPCOR to the Owen Sound System. Enbridge Gas committed to commencing work on the customer station, and can confirm that at the time of filing this application construction is ongoing and will be complete in time to facilitate EPCOR's in-service date of December 1, 2019.

9. On July 26, 2019 Enbridge Gas submitted a letter to the Board reiterating its withdrawal of the EB-2018-0244 Rate M17 application. Enbridge Gas explained that in response to discussions with EPCOR certain parameters of the previously submitted Rate M17 service had been modified. Enbridge Gas submitted that withdrawal of the original application was the most appropriate way to realize regulatory efficiency and effectiveness. Further, the imminent submission of Enbridge Gas's Owen Sound Reinforcement Leave to Construct presented itself as the ideal opportunity to request approval of both the Owen Sound Reinforcement and the updated Rate M17 service, allowing the Board to review a complete record of both matters on a concurrent basis in accordance with the Board's stated preference.
10. On July 30, 2019 EPCOR withdrew its objection to Enbridge Gas's withdrawal of the original Rate M17 application in EB-2018-0244 conditional upon Enbridge Gas filing this application, inclusive of both the Owen Sound Reinforcement Project and the Rate M17 service.
11. On August 1, 2019 the Board accepted Enbridge Gas's withdrawal of the Rate M17 application in EB-2018-0244 without condition.
12. Since March 21, 2019 Enbridge Gas engaged in numerous good faith, detailed and thoughtful commercial discussions with EPCOR regarding the finalization of the agreements noted above, inclusive of a Rate M17 contract. As noted, these discussions resulted in changes to the Rate M17 service designed to better meet the needs of EPCOR. The table found at Exhibit C, Tab 1, Schedule 4 summarizes these changes.
13. Despite numerous meetings, various contract revisions, and the aforementioned modifications to the Rate M17 service, Enbridge Gas has not been able to secure the execution of commercial agreements with EPCOR prior to submission of this

application. Enbridge Gas is encouraged by the feedback from EPCOR to date and expects agreements will be executed in short order. With a required in-service date for EPCOR of December 1, 2019 and a required in-service date for the Owen Sound Reinforcement Project of November 1, 2020, submission of this application could no longer be delayed without risking Enbridge Gas's ability to meet key deadlines.

14. Enbridge Gas submits that the value provided by the Rate M17 service stands on the merits articulated in this pre-filed evidence. In addition, modifications to the Rate M17 service made in order to better meet the needs of EPCOR have further improved the service. The Rate M17 service as proposed would be applicable to all new distributors and any interested existing distributors at their discretion.
15. In particular, Enbridge Gas has responded to requests from EPCOR to enhance the original service. This includes the elimination of the mandatory limited balancing agreement ("LBA") service which was based on the TransCanada Pipelines LBA and allowing for the ability for EPCOR to contract for market balancing services, enhancing their flexibility.
16. As expressed in the application found at Exhibit A, Tab 2, Schedule 1, Enbridge Gas has requested approval of the Rate M17 service effective December 1, 2019 in order to allow EPCOR to connect to Enbridge Gas's system and provide service to its customers commencing on that date. Enbridge Gas requests the Board consider such process steps it deems necessary and appropriate to allow for this effective date.
17. Specifically, Enbridge Gas requests the Board consider one of the following approaches:

- a) Issue an interim rate order approving Rate M17 as filed effective December 1, 2019, subject to a final decision and order from the Board; or,
 - b) Hear the Rate M17 portion of this application in an expedited fashion in recognition of the requirement to have Rate M17 in place for December 1, 2019.
18. Enbridge Gas requests approval of the entire application, inclusive of the Owen Sound Reinforcement Leave to Construct, by February 2020 in order to facilitate the required in-service date for this reinforcement of November 1, 2020.

DRIVERS OF THE PROPOSED SERVICE

1. Enbridge Gas developed the Rate M17 transportation service for gas distributors in response to changes in the competition for natural gas distribution in Ontario.¹ Enbridge Gas is proposing the M17 service to EPCOR in response to EPCOR's request to provide transportation to the South Bruce expansion area. In addition to making this service available to other potential new entrants, existing customers who are gas distributors will also have the option to take transportation service under Rate M17.
2. In the EB-2016-0004 Decision with Reasons, the Board reviewed a variety of measures that could lead to expanded natural gas service including facilitating competition amongst new and existing natural gas distributors through changes to its processes specific to the granting of Municipal Franchise Agreements and Certificates of Public Convenience and Necessity as described in the following excerpt:

A framework that employs new rate zones would also facilitate the entry of new participants and allow for competition. This would be accomplished by considering the proposed rates for a potential service area in a leave to construct hearing. Alternative competing bids could be considered by the [Board] at the same time. The awarding of Franchise rights and Certificates can be considered in conjunction with the Leave to Construct application putting all on a level playing field.²
3. Changes which facilitate competition for natural gas distribution to new communities have created more opportunity for new entrants that have the financial and technical expertise to offer gas distribution services in Ontario. These new entrants may require transportation services from Enbridge Gas in order to provide gas distribution services to their respective franchise areas, as has been

¹ EB-2016-0004 Generic Community Expansion Board Decision with Reasons dated November 17, 2016.

² Ibid, page 19.

requested by EPCOR.

4. On April 12, 2018, the Board issued a Decision and Order granting the Certificates of Public Convenience and Necessity for the South Bruce expansion area to EPCOR conditional on the approval of its subsequent leave to construct application. The South Bruce expansion area includes the Municipality of Arran-Elderslie (EB-2016-0137), the Municipality of Kincardine (EB-2016-0138), and the Township of Huron-Kinloss (EB-2016-0139). This Decision and Order was the outcome of the Board's first competitive process for provision of natural gas distribution service in presently unserved communities following its EB-2016-0004 Decision with Reasons.
5. The granting of Certificates of Public Convenience and Necessity allows EPCOR to construct works and supply gas within specific parts of the South Bruce service expansion area. This represents the first granting of such rights within a previously un-served area since the Natural Gas Electricity Interface Review ("NGEIR") (EB-2005-0551) proceeding, in which access to competitive storage services was reviewed. Enbridge Gas has developed the Rate M17 service offering to meet the transportation service needs of new entrants to Ontario's gas distribution market post-NGEIR.
6. In the NGEIR Decision³, the Board determined access to cost-based storage should be predicated on whether or not a utility has sufficient access to competitive storage options. Specifically, the Board found "that a decision to refrain from regulating storage rates should not be based on an in-Ontario, ex-Ontario approach, but rather on the competitive position of the customer. The appropriate

³ EB-2005-0551 Natural Gas Electricity Interface Review Decision with Reasons November 7, 2006, p.p. 61-66.

consideration is whether [the utility] has access to alternatives.” The Board further established that:

- a) Existing utilities taking bundled or semi-unbundled service from another utility (i.e., Kitchener Utilities, EPCOR Natural Gas Limited Partnership (formerly NRG), Six Nations Natural Gas, and Gazifère) do not have sufficient access to competitive storage options under these service offerings to protect the public interest and will continue to receive access to cost-based storage services; and,
 - b) Existing utilities that buy storage services on behalf of their customers had access to competitive storage options and do not require the protection of regulation for the acquisition of storage from legacy Union (i.e. legacy Enbridge Gas Distribution, Énergir (formerly Gaz Métro), and Utilities Kingston).
7. As a result of the NGEIR Decision these utilities continued to take service under the existing bundled or semi-unbundled service offerings and continued to receive cost-based storage rates under these services.
8. In response to the entrance of new gas distributors in Ontario, Enbridge Gas is introducing the Rate M17 transportation service. The proposed service will provide gas distributors with a transportation service similar to other ex-franchise transportation services, and similar to the services held by existing utilities that were identified as having competitive storage options within the NGEIR proceeding (i.e. legacy Enbridge Gas Distribution, Énergir (formerly Gaz Métro), and Utilities Kingston). With the introduction of the Rate M17 transportation service, new gas distributors will have access to competitive storage options and will be able to buy

storage services on behalf of their customers. With access to this service, new gas distributors will not require the protection of regulation for the acquisition of storage in accordance with the principles laid out in the NGEIR Decision. The existing distributors listed above also have access to competitive gas supply markets and as such do not require Enbridge Gas's utility sales service. As noted, the M17 service will be an option available to the existing utilities identified above. In the event an existing utility switches to M17 service, they will no longer meet the applicability requirements of their previously held service.

9. As stated in the EB-2016-0004 Decision with Reasons, given the Board's desire to facilitate competition for the right to provide gas distribution services to new communities Enbridge Gas's position is that new entrants need to be held to the same standards as existing gas distributors.⁴ As stated in Union's pre-filed evidence in EB-2016-0004, it is important that the Board apply the same criteria and have the same performance expectations of new entrants.⁵ These expectations include the ability to contract for storage services and gas supply procurement.
10. In light of the drivers described above, Enbridge Gas is proposing a regulated transportation service under Rate M17 for new gas distributors, similar to the ex-franchise service offerings available to gas distributors that have competitive storage and gas supply options, as described further in Exhibit B, Tab 1, Schedule 2. Consistent with other ex-franchise transportation services, such as Rate M12 and Rate C1, these gas distributors will transport gas on Enbridge Gas's system under regulated transportation services and will be responsible for securing their own market-based gas supply, upstream transportation arrangements and storage services.

⁴ EB-2016-0004 – Decision with Reasons, p.25

⁵ EB-2016-0004 – Exhibit A, Tab 1, pp.27-28

CURRENT APPROVED SERVICES

1. Enbridge Gas currently offers three service options for gas distributors in the Union South rate zone. The first two service options available are similar to the existing Union South in-franchise services, which offer a bundled delivery service (Rate M9) or a semi-unbundled storage and transportation service (Rate T3). In addition to delivery and transportation, Rate M9 customers have a utility sales service option in which Enbridge Gas sources gas supply on behalf of the customer. Both Rate M9 and Rate T3 services also include regulated storage at cost-based rates. The NGEIR Decision provided for the continuation of regulated cost-based storage rates for utilities contracted for these services because there were no unbundled service options available at that time, as described in Exhibit B, Tab 1, Schedule 1. Existing gas distributors that have contracted for Enbridge Gas's bundled delivery and semi-unbundled storage and transportation services include Kitchener Utilities, EPCOR Natural Gas Limited Partnership (formerly NRG), and Six Nations Natural Gas.
2. The third service option available to gas distributors is included among Enbridge Gas's ex-franchise services. Gas distributors may contract for transportation service under Rate M12 or Rate C1 on the Dawn Parkway System. The Rate M12 and Rate C1 transportation services are limited to receipt and delivery points along the Dawn Parkway System and are not designed for gas distributors with a custody transfer point(s) at any other location on Enbridge Gas's Union South system. Under the ex-franchise service offerings, gas distributors manage their own gas supply arrangements and competitive storage services are available at market-based rates, as described in Exhibit B, Tab 1, Schedule 1. Existing gas distributors that have contracted with Enbridge Gas for ex-franchise services include Énergir (formerly Gaz Métro), Utilities Kingston, and legacy Enbridge Gas Distribution.

PROPOSED SERVICE

3. Enbridge Gas's proposed Rate M17 transportation service for gas distributors includes transportation from Dawn, Kirkwall or Parkway (the points of receipt) to the customer's custody transfer point(s) with Enbridge Gas (the delivery area). The service offers transportation within Union South to transport gas East of Dawn on the Dawn Parkway system in combination with transportation on other Union South transmission lines to the delivery area.
4. The proposed service under the Rate M17 rate schedule is a firm point-to-point transportation service between an applicable receipt point and the delivery area. Similar to Enbridge Gas's other ex-franchise transportation services under Rate M12 and Rate C1, the M17 customer, also referred to as a shipper, will contract with Enbridge Gas to transport gas from Dawn, Kirkwall or Parkway to the delivery area. The ability to choose a path provides added flexibility and choice for the shipper.
5. Under the ex-franchise service offerings, gas distributors will manage their own gas supply arrangements and competitive storage services which are available within the market at market-based rates.

PROPOSED PRICING OF RATE M17

1. As indicated, Enbridge Gas is proposing to introduce a new Rate M17 rate schedule to accommodate firm transportation service from Dawn, Kirkwall or Parkway to the gas distributor's delivery area. Enbridge Gas's proposed rates are consistent with the rate design principles that underpin Enbridge Gas's existing ex-franchise rates (i.e. Rate M12, Rate C1, Rate M13 and Rate M16), where applicable. Enbridge Gas's proposed rate design consists of the following components:
 - i) A monthly charge to recover fixed customer-related costs associated with having the gas distributor attached to Enbridge Gas's system;
 - ii) Firm monthly transportation demand charges for each of the transportation paths to the delivery area;
 - iii) Commodity charges to recover incremental Dawn-Parkway compressor fuel and UFG associated with providing the transportation service; and,
 - iv) Overrun charges for quantities that exceed the M17 shipper's contract demand.
2. Each component of the proposed rate is discussed in more detail below. The proposed rates are based on current approved interim 2019 rates and will be subject to changes based on the outcomes of Enbridge Gas's 2019 Rates proceeding (EB-2018-0305). The proposed Rate M17 rate schedule, inclusive of Schedule "A" (General Terms and Conditions), Schedule "B" (Nominations) and Schedule "C" (Receipt Locations) is provided as Exhibit C, Tab 1, Schedule 1.

i) Monthly Charge

3. Enbridge Gas is proposing a fixed monthly customer charge to recover the costs associated with having the gas distributor attached to Enbridge Gas's system. The customer-related costs primarily include the revenue requirement for the rate base, net of any contribution in aid of construction ("CIAC"), and O&M associated with the customer station. Offering a monthly customer charge is consistent with Enbridge Gas's rate design for other in-franchise and ex-franchise services with customer-specific stations and ensures recovery of fixed costs irrespective of variations in firm transportation demands and annual throughput volumes. To set the monthly charge, Enbridge Gas is proposing a unique charge for each customer that takes service under Rate M17, specific to the delivery area. This approach ensures that the appropriate customer charge is recovered from each customer. This unique charge also recognizes that cost differences can exist amongst different customers based on the facilities required to serve a customer and whether the customer-related costs are paid in part or in whole by a CIAC. The proposed monthly charge for EPCOR to serve the South Bruce expansion area is \$1,998.71, based on estimated annual customer-related O&M costs of approximately \$24,000. The proposed monthly charge assumes that EPCOR has paid for the required customer station facilities in whole through a CIAC.

ii) Firm Monthly Transportation Demand Charge

4. Enbridge Gas is proposing a firm monthly transportation demand charge for easterly service from Dawn to the delivery area and westerly service from Parkway or Kirkwall to the delivery area. The proposed demand charges provide a

contribution toward the recovery of demand-related costs associated with the pipeline assets that will be used to transport gas on behalf of the M17 shipper.

5. The rate design for each of the transportation options includes two parts. The first part of the charge provides a contribution towards the recovery of Dawn-Parkway demand costs. The Dawn-Parkway demand cost component of the rate is different if gas is transported a) easterly from Dawn to Delivery Area or b) westerly from Kirkwall or Parkway to Delivery Area. The second part of the charge provides a contribution to the recovery of Other Transmission demand costs.

Dawn to Delivery Area

6. To calculate the easterly demand charge from Dawn to the delivery area, Enbridge Gas adjusted the current approved Rate M12/C1 Dawn-Parkway demand rate based on the distance from Dawn to the Owen Sound lateral. This proration recognizes the distance gas would be required to travel on the Dawn Parkway System on design day to serve the South Bruce expansion area. Of the total 229 km distance of the Dawn Parkway System, the Owen Sound lateral is located approximately 159 km from Dawn (or 70%). Based on current approved interim 2019 rates, Enbridge Gas applied the distance-weighting of 70% to the \$3.716/GJ Dawn-Parkway demand charge to set the first part of the proposed Rate M17 Dawn to delivery area demand charge at \$2.587/GJ. This proposed pricing is consistent with Enbridge Gas's Board-approved cost allocation methodology of Dawn-Parkway demand costs, which is based on easterly peaking distance weighted Design Day demands on the Dawn Parkway System. The rate design is also consistent with the methodology used to set Enbridge Gas's Rate M16 East of Dawn demand charge.

7. The second part of the proposed transportation demand charge includes a contribution to the recovery of Other Transmission demand costs. In Enbridge Gas's Board-approved cost allocation study for the Union rate zones, the Owen Sound line is categorized as Other Transmission demand and is allocated to Union South in-franchise rate classes in proportion to Design Day demands. Enbridge Gas's Other Transmission assets include all transmission assets other than those specifically identified as part of the Dawn Parkway System, the Panhandle System or the St. Clair System. Enbridge Gas calculated this part of the proposed transportation demand charge as the Other Transmission demand average unit rate of \$1.844/GJ based on Enbridge Gas's current approved rates. This component of Enbridge Gas's proposed rate design provides for a reasonable contribution to the recovery of fixed costs associated with the assets used to provide the transportation service from the Dawn Parkway System to the delivery area.
8. The total proposed Rate M17 Dawn to Delivery Area firm transportation demand rate of \$4.431/GJ, based on current approved interim 2019 rates, is the sum of the Dawn-Parkway and Other Transmission components described above. The detailed calculation of the proposed Rate M17 Dawn to Delivery Area firm transportation demand charge is provided in Table 1.

Table 1

Derivation of Rate M17 Dawn to Delivery Area Firm Transmission Demand Charge
(\$/GJ/day/month)

Line No.	Particulars	
	<u>Dawn-Parkway Demand</u>	
	Rate M12/C1 Dawn to Parkway firm demand charge	
1	with Dawn compression (1)	3.716
2	Distance - Dawn to Owen Sound lateral (km)	159.39
3	Distance - Dawn to Parkway (km)	228.94
	Distance weighted Dawn to Parkway demand charge	
4	(line 1 * line 2 / line 3)	2.587
	<u>Other Transmission Demand</u>	
5	Other Transmission Demand costs (\$000's) (2)	56,582
6	Other Transmission Design Day demand (TJ) (3)	30,688
	Other Transmission Demand average unit rate	
7	(line 6 / line 7)	1.844
8	Total Dawn to Delivery Area Demand Charge	
	(line 4 + line 7)	4.431

Notes:

- (1) EB-2017-0087, Rate Order, Appendix A, p.14, line 2, column (c).
- (2) EB-2011-0210, Exhibit G3, Tab 2, Schedule 17, Updated for OEB Decision. Total Union South in-franchise Other Transmission demand costs, updated for 2014-2018 OEB-Approved IRM adjustments.
- (3) EB-2011-0210, Exhibit G3, Tab 5, Schedule 21, pp. 10-12, Updated for OEB Decision. 2013 OEB-Approved Other Transmission Design Day demand of $67,745 \times 10^3 \text{ m}^3$ x 12, converted based on the 2013 OEB-Approved Union South heat value of $37.75 \text{ GJ}/10^3 \text{ m}^3$.

Parkway or Kirkwall to Delivery Area

9. Enbridge Gas is proposing a common westerly Parkway or Kirkwall to delivery area demand charge. To calculate the proposed demand charge, Enbridge Gas combined the current approved Rate C1 westerly Dawn-Parkway demand charge for transportation from Parkway to Dawn of \$0.874/GJ¹ to the average Other Transmission demand charge of \$1.844/GJ, described in part a) above. The total proposed westerly Rate M17 transportation demand charge from Parkway or Kirkwall to the delivery area is \$2.719/GJ, based on current approved interim 2019 rates.

iii) Commodity Charges

10. Rate M17 fuel ratios will be set to recover the costs associated with the compressor fuel that Enbridge Gas will incur to transport the gas on behalf of the shipper. Rate M17 fuel ratios will be set based on the current approved Rate C1 seasonal fuel ratios. For service from Dawn to the delivery area, Enbridge Gas is proposing to set the fuel ratios to be the same as Rate C1 Dawn-Kirkwall to provide a contribution to the recovery of UFG and the applicable compressor fuel requirements of the Dawn Parkway transmission system (at Dawn, Lobo and Bright compressors). The proposed Rate M17 fuel ratio for winter and summer transportation is 0.764% and 0.319%, respectively, based on current approved interim 2019 rates.
11. For transportation from Parkway or Kirkwall to the delivery area, fuel ratios will be set at the current approved Rate C1 Parkway to Dawn and Rate C1 Kirkwall to Dawn fuel ratios. The proposed Rate M17 fuel ratios for Parkway to the delivery area for winter and summer are 0.158% and 0.301%, respectively. The proposed

¹ EB-2017-0087, Rate Order, Appendix A, p.15, line 28, column (c).

Rate M17 fuel ratio for Kirkwall to the delivery area for both winter and summer is 0.158%, based on current approved interim 2019 rates.

12. In addition to the proposed Rate M17 fuel ratios, a volumetric Facility Carbon Charge of \$0.002/GJ will be applied to all quantities transported to contribute to the recovery of facility costs resulting from Enbridge Gas's compliance obligation under the Greenhouse Gas Pollution Pricing Act. The volumetric rate of \$0.002/GJ is consistent with the common volumetric charge approved by the Board in Enbridge Gas's 2019 Federal Carbon Pricing Program proceeding (EB-2018-0205).

iv) Overrun Charges

13. Enbridge Gas is proposing to permit authorized overrun at its discretion. The authorized overrun rates will include the commoditized demand charge for each of the respective Rate M17 transportation paths. The proposed authorized overrun fuel ratios will be set at the current Rate C1 authorized overrun fuel ratios for Dawn-Kirkwall, Parkway-Dawn and Kirkwall-Dawn. This rate design is consistent with the Rate C1 authorized overrun rates.
14. Should overrun be deemed unauthorized the shipper will be charged an unauthorized overrun rate of \$9.236/GJ. This unauthorized overrun rate is equivalent to the volumetric Rate M9 and Rate T3 unauthorized charge of 36.0 cents/m³ expressed in energy (36.0 cents/m³ converted to \$/GJ based on a heat value conversion factor of 38.98 GJ/10³m³). Consistent with Rate M9 and Rate T3, the unauthorized overrun rate is set at a level to serve as a deterrent, as gas distributors should not rely on overrun being available to serve their daily requirements.

PROPOSED MODIFICATION TO RATE M9 AND RATE T3 RATE SCHEDULES

1. As described in Exhibit B, Tab 1, Schedules 1 and 2, Enbridge Gas's proposed Rate M17 service offering provides gas distributors with access to competitive storage options by allowing transportation to the delivery area from Dawn, Kirkwall or Parkway, which is similar to services offered to other gas distributors that utilize ex-franchise transportation services.
2. The Rate M17 service offering is different than the existing bundled and semi-unbundled services under Rate M9 and Rate T3 that were available to gas distributors at the time of the NGEIR Decision. In accordance with the NGEIR Decision, Enbridge Gas proposes to grandfather the existing gas distributors taking service under the Rate M9 and Rate T3 rate schedules and limit the applicability of the rate schedules to existing gas distributors.
3. Although Enbridge Gas will maintain the eligibility of existing Rate M9 and Rate T3 gas distributor customers, those customers will now be eligible to take service under Rate M17. Should an existing gas distributor customer elect to switch from Rate M9 or Rate T3 to Rate M17, they will no longer meet the applicability requirements of their prior service. Blackline versions of the Rate M9 and Rate T3 rate schedules are provided at Exhibit C, Tab 1, Schedules 2 and 3 respectively.

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ENBRIDGE GAS INC.
UNION SOUTH
TRANSPORTATION RATES

(A) Applicability

The charges under this rate schedule shall be applicable to a distributor in Union South who is located east of Dawn and who enters into a contract with Enbridge for the transportation of gas for distribution to its customers. Transportation Services under this rate schedule is transportation on Enbridge's pipeline facilities from any Applicable Receipt Point to the distributor's delivery area.

Applicable Receipt Points

Dawn*
Kirkwall
Parkway (TCPL)

* Dawn as a receipt point: Dawn (TCPL), Dawn (Facilities) and Dawn (Vector).

(B) Rates

The identified rates represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

1. Monthly Charge

A Monthly Charge shall be applied to each distributor and is applicable to such distributor's delivery area. Should a new delivery area be served under this rate schedule, a distributor specific charge would be established at that time.

	<u>Monthly Charge</u>
South Bruce	\$ 1,998.71

2. Firm Transportation

	Monthly Demand Charge(s) (applied to daily contract demand) <u>Rate/GJ</u>	<u>Fuel and Commodity Charges</u>					
		<u>Utility Supplied Fuel</u>		<u>Shipper Supplied Fuel</u>			<u>Commodity Charge Rate/GJ</u>
		<u>Fuel and Commodity Charge</u>		<u>Fuel Ratio</u>		<u>AND</u>	
		<u>Apr.1-Oct.31</u>	<u>Nov.1-Mar.31</u>	<u>Apr.1-Oct.31</u>	<u>Nov.1-Mar.31</u>		
		<u>Rate/GJ</u>	<u>Rate/GJ</u>	<u>%</u>	<u>%</u>		
Dawn to Delivery Area	\$4.431	\$0.011	\$0.026	0.319%	0.764%		
Kirkwall to Delivery Area or Dawn	\$2.718	\$0.005	\$0.005	0.158%	0.158%		
Parkway (TCPL) to Delivery Area or Dawn	\$2.718	\$0.010	\$0.005	0.301%	0.158%		
Facility Carbon Charge (applied to all quanities transported)		\$0.002	\$0.002			\$0.002	

3. Authorized Overrun

Authorized overrun will be payable on all quantities transported in excess of Enbridge's contractual obligation on any day. The authorized overrun charges payable will be calculated at the following rates. Overrun will be authorized at Enbridge's sole discretion.

	<u>Fuel and Commodity Charges</u>					
	<u>Utility Supplied Fuel</u>		<u>Shipper Supplied Fuel</u>			
	<u>Fuel and Commodity Charge</u>		<u>Fuel Ratio</u>			<u>Commodity</u>
	<u>Apr.1-Oct.31</u>	<u>Nov.1-Mar.31</u>	<u>Apr.1-Oct.31</u>	<u>Nov.1-Mar.31</u>		<u>Charge</u>
	<u>Rate/GJ</u>	<u>Rate/GJ</u>	<u>%</u>	<u>%</u>	<u>AND</u>	<u>Rate/GJ</u>
Dawn to Delivery Area	\$0.177	\$0.192	0.939%	1.384%		\$0.146
Kirkwall to Delivery Area or Dawn	\$0.115	\$0.115	0.778%	0.778%		\$0.089
Parkway (TCPL) to Delivery Area or Dawn	\$0.120	\$0.115	0.921%	0.778%		\$0.089
Facility Carbon Charge (applied to all quantities transported)	\$0.002	\$0.002				\$0.002

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4. Unauthorized Overrun

Authorized Overrun rates payable on all transported quantities up to 2% in excess of Enbridge's contractual obligation. The unauthorized overrun charges payable will be calculated at the following rates for all usage on any day in excess of 102% of Enbridge's contractual obligation.

Unauthorized Overrun Transportation Charge	\$9.236	per GJ
Facility Carbon Charge (in addition to Overrun Transportation Charge)	\$0.002	per GJ

(C) Terms of Service

The General Terms & Conditions applicable to this rate schedule shall be in accordance with the attached Schedule "A".

(D) Nominations

Nominations under this rate schedule shall be in accordance with the attached Schedule "B".

(E) Receipt and Delivery Points and Pressures

Receipt and Delivery Points and Pressures under this rate schedule shall be in accordance with the attached Schedule "C".

Effective December 1, 2019
Implemented December 1, 2019
O.E.B. Order # EB-2019-0183

SCHEDULE "A"

**RATE M17
GENERAL TERMS & CONDITIONS**

I. DEFINITIONS

Capitalized terms not defined herein shall have the meaning given to them in the associated M17 Transportation Agreement or M17 Rate Schedule, as applicable, and except where the context expressly requires or states another meaning, the following terms, when used in these General Terms & Conditions and in any contract into which these General Terms & Conditions are incorporated, shall be construed to have the following meanings:

"Authorized Overrun" shall mean the amount by which Shipper exceeds their Contract Demand; provided such exceedance is not incurred during a period of interruption;

"Available Capacity" shall mean at any time, Enbridge's remaining available capacity to provide Transportation Services;

"Average Heat Value" means the average forecasted heating value of all gas to be received by Enbridge for the applicable Delivery Area for the applicable period.

"Business Day" shall mean any day, other than Saturday, Sunday or any days on which national banks in the Province of Ontario are authorized to close;

"Contract" shall refer to the Contract to which these General Terms & Conditions shall apply, and into which they are incorporated;

"Contract Year" shall mean a period of three hundred and sixty-five (365) consecutive days; provided however, that any such period which contains a date of February 29 shall consist of three hundred and sixty-six (366) consecutive days, commencing on November 1 of each year; except for the first Contract Year which shall commence on the Commencement Date and end on the first October 31 that follows such date;

"cricondenthem hydrocarbon dewpoint" shall mean the highest hydrocarbon dewpoint temperature on the phase envelope;

"cubic metre" shall mean the volume of gas which occupies one cubic metre when such gas is at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute;

"Day" shall mean a period of twenty-four (24) consecutive hours beginning at 10:00 a.m. Eastern Clock Time. The reference date for any Day shall be the calendar date upon which the twenty-four (24) hour period shall commence;

"delivery" shall mean any gas that is delivered by Enbridge into Shipper's possession, or to the possession of Shipper's agent;

"Delivery Area" shall mean the area in which the applicable Shipper Delivery Point(s) is/are located;

"Eastern Clock Time" shall mean the local clock time in the Eastern Time Zone on any Day;

"Expansion Facilities" shall mean any new facilities to be constructed by Enbridge in order to provide Transportation Services;

"firm" shall mean service not subject to curtailment or interruption except under Articles XI, XII and XVIII herein;

"Firm Hourly Quantity" means the maximum quantity of gas that may flow during any hourly period;

"gas" shall mean gas as defined in the Ontario Energy Board Act, 1998, S.O. 1998, c.15, Sch. B, as amended, supplemented or re-enacted from time to time;

SCHEDULE "A"

"gross heating value" shall mean the total heat expressed in megajoules per cubic metre (MJ/m³) produced by the complete combustion at constant pressure of one (1) cubic metre of gas with air, with the gas free of water vapour and the temperature of the gas, air and products of combustion at standard temperature and all water formed by the combustion reaction condensed to the liquid state;

"hydrocarbon dewpoint" shall mean temperature at a specific pressure where hydrocarbon vapour condensation begins;

"Interconnect Operating Agreement" shall mean the interconnect operating agreement between Shipper and Enbridge required to facilitate the Transportation Services;

"Interconnecting Pipeline" shall mean a transportation pipeline that directly connects to the Enbridge pipeline system; provided however, that an interconnection to Enbridge's pipeline system for the purposes of receiving Transportation Services shall not classify Shipper as having an Interconnecting Pipeline.

"Interruptible Service HUB Contract" shall mean a contract between Shipper and Enbridge under which Enbridge provides interruptible HUB service;

"interruptible service" or **"Interruptible"** shall mean service subject to curtailment or interruption, after notice, at any time;

"joule" (J) shall mean the work done when the point of application of a force of one (1) newton is displaced a distance of one (1) metre in the direction of the force. The term **"megajoule"** (MJ) shall mean 1,000,000 joules. The term **"gigajoule"** (GJ) shall mean 1,000,000,000 joules;

"m³" shall mean cubic metre of gas and **"10³m³"** shall mean 1,000 cubic metres of gas;

"Month" shall mean the period beginning at 10:00 a.m. Eastern Clock Time on the first day of a calendar month and ending at 10:00 a.m. Eastern Clock Time on the first day of the following calendar month;

"NAESB" shall mean North American Energy Standards Board;

"OEB" means the Ontario Energy Board;

"pascal" (Pa) shall mean the pressure produced when a force of one (1) newton is applied to an area of one (1) square metre. The term **"kilopascal"** (kPa) shall mean 1,000 pascals;

"receipt" shall mean any gas that is delivered into Enbridge's possession, or the possession of Enbridge's agent;

"Shipper" shall have the meaning as defined in the Contract, and shall also include Shipper's agent(s);

"specific gravity" shall mean density of the gas divided by density of air, with both at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute;

"Taxes" shall mean any tax (other than tax on income or tax on property), duty, royalty, levy, license, fee or charge not included in the charges and rates as per the applicable rate schedule (including but not limited to charges under any form of cap and trade, carbon tax, or similar system) and that is levied, assessed or made by any governmental authority on the gas itself, or the act, right, or privilege of producing, severing, gathering, storing, transporting, handling, selling or delivering gas under the Contract;

"TCPL" means TransCanada PipeLines Limited;

"Unauthorized Overrun" shall mean any amount in excess of the Contract Demand consumed during a period of interruption;

"Wobbe Number" shall mean gross heating value of the gas divided by the square root of its specific gravity.

SCHEDULE "A"

II. GAS QUALITY

1. Natural Gas: The minimum gross heating value of the gas delivered to/by Enbridge hereunder, shall be thirty-six (36) megajoules per cubic metre. The maximum gross heating value of the gas delivered to/by Enbridge hereunder shall be forty point two (40.2) megajoules per cubic metre. The gas to be delivered hereunder to Enbridge may be a commingled supply from Shipper's gas sources of supply. The gas to be delivered by Enbridge may be a commingled supply from Enbridge's sources of gas supply; provided, however, that helium, natural gasoline, butane, propane and other hydrocarbons, except methane, may be removed prior to delivery to Shipper. Further, Enbridge may subject, or permit the subjection of, the gas to compression, dehydration, cooling, cleaning and other processes.
2. Freedom from objectionable matter: The gas to be delivered to/by Enbridge hereunder,
 - a. shall be commercially free from bacteria, sand, dust, gums, crude oils, lubricating oils, liquids, chemicals or compounds used in the production, treatment, compression or dehydration of the gas or any other objectionable substance in sufficient quantity so as to render the gas toxic, unmerchantable or cause injury to, or interference with, the proper operation of the lines, regulators, meters or other appliances through which it flows,
 - b. shall not contain more than seven (7) milligrams of hydrogen sulphide per cubic metre of gas, nor more than four hundred and sixty (460) milligrams of total sulphur per cubic metre of gas,
 - c. shall not contain more than five (5) milligrams of mercaptan sulphur per cubic metre of gas,
 - d. shall not contain more than two point zero (2.0) mole percent of carbon dioxide in the gas,
 - e. shall not contain more than zero point four (0.4) mole percent of oxygen in the gas,
 - f. shall not contain more than zero point five (0.5) mole percent of carbon monoxide in the gas,
 - g. shall not contain more than four point zero (4.0) mole percent of hydrogen in the gas,
 - h. shall not contain more than sixty-five (65) milligrams of water vapour per cubic metre of gas,
 - i. shall not have a cricondenthem hydrocarbon dewpoint exceeding minus eight (-8) degrees Celsius,
 - j. shall have Wobbe Number from forty seven point five (47.5) megajoules per cubic metre of gas to fifty one point fourty six (51.46) megajoules per cubic metre of gas, maximum of one point five (1.5) mole percent of butane plus (C4+) in the gas, and maximum of four point zero (4.0) mole percent of total inerts in the gas in order to be interchangeable with other Interconnecting Pipeline gas.
3. Non-conforming Gas: In addition to any other right or remedy of a party, each party shall be entitled to refuse to accept delivery of any gas which does not conform to any of the specifications set out in this Article II.
4. Quality of Gas Received: The quality of the gas to be received by Enbridge hereunder is to be of a merchantable quality and in accordance with the quality standards as set out by Enbridge in this Article II, but, Enbridge will also accept gas of a quality as set out in any other Interconnecting Pipeline's general terms and conditions, provided that all Interconnecting Pipelines accept such quality of gas. In addition to any other right or remedy of a party, each party shall be entitled to refuse to accept delivery of any gas which does not conform to any of the specifications set out in herein.

III. MEASUREMENTS

1. Transportation, and/or Unit: The unit of the gas delivered to Enbridge shall be a gigajoule. The unit of gas transported by Enbridge shall be a gigajoule. The unit of gas delivered by Enbridge shall be a gigajoule or a cubic metre (m³) or one thousand cubic metres (10³m³), at Enbridge's discretion.
2. Determination of Volume and Energy:

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- a. The volume and energy amounts determined under the Contract shall be determined in accordance with the Electricity and Gas Inspection Act (Canada), RSC 1985, c E-4- (the "**Act**") and the Electricity and Gas Inspection Regulations, SOR 86/131 (the "**Regulations**"), and any documents issued under the authority of the Act and Regulations and any amendments thereto.
- b. The supercompressibility factor shall be determined in accordance with either the "Manual for Determination of Supercompressibility Factors for Natural Gas" (PAR Project NX-19) published in 1962 or with American Gas Association Transmission Measurement Committee Report No. 8, Nov. 1992, at Enbridge's discretion, all as amended from time to time.
- c. The volume and/or energy of the gas delivered to/by Enbridge hereunder shall be determined by the measurement equipment designated in Article VII herein.
- d. Upon request by Enbridge, Shipper shall obtain measurement of the total quantity of gas received by Enbridge hereunder from the Interconnecting Pipeline. Such measurement shall be done in accordance with established practices between Enbridge and the Interconnecting Pipeline.
- e. Where there is no site specific energy measurement, Enbridge's Average heat Value will be used to convert volumes to energy.

IV. RECEIPT POINT AND DELIVERY POINT

1. Unless otherwise specified in the Contract, the point or points of receipt and point or points of delivery for all gas to be covered hereunder shall be on the outlet side of the measuring stations located at or near the point or points of connection specified in the Contract, where possession of the gas changes from one party to the other as per Schedule "C".

V. POSSESSION OF AND RESPONSIBILITY FOR GAS

1. Possession of Gas: Enbridge accepts no responsibility for any gas prior to such gas being delivered to Enbridge at the Receipt Point or after its delivery by Enbridge at the Delivery Point. As between the parties hereto, Enbridge shall be deemed to be in control and possession of and responsible for all such gas from the time that such gas enters Enbridge's system until such gas is delivered to Shipper.
2. Liability: Shipper agrees that Enbridge is not a common carrier and is not an insurer of Shipper's gas, and that Enbridge shall not be liable to Shipper or any third party for loss of gas in Enbridge's possession, except to the extent such loss is caused entirely by Enbridge's negligence or wilful misconduct.

VI. FACILITIES ON SHIPPER'S PROPERTY

1. Construction and Maintenance: Enbridge may construct, maintain and operate on Shipper's property at the Delivery Point a measuring station properly equipped with a meter or meters and any other necessary measuring equipment for properly measuring the gas delivered under the Contract. Shipper will grant to Enbridge a lease and/or rights-of-way over property of Shipper as required by Enbridge to install such facilities and to connect same to Enbridge's pipeline.
2. Entry: Enbridge, its servants, agents and each of them may at any reasonable time on notice (except in cases of emergency) to Shipper or his duly authorized representative enter Shipper's property for the purpose of constructing, maintaining, removing, operating and/or repairing station equipment.
3. Property: The said station and equipment will be and remain the property of Enbridge notwithstanding it is constructed on and attached to the realty of Shipper, and Enbridge may remove it upon termination of the Contract and will do so if so requested by Shipper.

VII. MEASURING EQUIPMENT

SCHEDULE "A"

1. Metering by Enbridge: Enbridge will install and operate meters and related equipment as required and in accordance with the Act and Regulations referenced in Article III herein.
2. Metering by Others: In the event that all or any gas delivered to/by Enbridge hereunder is measured by a meter that is owned and operated by an Interconnecting Pipeline, then Enbridge and Shipper agree to accept that metering for the purpose of determining the volume and energy of gas delivered to/by Enbridge on behalf of the Shipper. The standard of measurement and tests for the gas delivered to/by Enbridge hereunder shall be in accordance with the general terms and conditions as incorporated in that Interconnecting Pipeline company's gas tariff as approved by its regulatory body.
3. Check Measuring Equipment: Shipper may install, maintain and operate, at the Delivery Point such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of Enbridge's measuring equipment at or near the Delivery Point, and shall be installed, maintained and operated in conformity with the same standards and specifications applicable to Enbridge's metering facilities.
4. Rights of Parties: The measuring equipment installed by either party, together with any building erected by it for such equipment, shall be and remain its property. However, Enbridge and Shipper shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment used in measuring or checking the measurement of deliveries of gas by Enbridge under the Contract. Either party will give the other party reasonable notice of its intention to carry out the acts herein specified. The records from such measuring equipment shall remain the property of its owner, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within ten (10) days after receipt thereof.
5. Calibration and Test of Measuring Equipment: The accuracy of Enbridge's measuring equipment shall be verified by Enbridge at reasonable intervals, and if requested, in the presence of representatives of Shipper, but Enbridge shall not be required to verify the accuracy of such equipment more frequently than once in any thirty (30) day period. In the event either party notifies the other that it desires a special test of any measuring equipment, the parties shall co-operate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test, if called for by Shipper, shall be borne by Shipper if the measuring equipment tested is found to be in error by not more than two per cent (2%). If, upon test, any measuring equipment is found to be in error by not more than two per cent (2%), previous recordings of such equipment shall be considered accurate in computing receipts and deliveries of gas, but such equipment shall be adjusted at once to record as near to absolute accuracy as possible. If the test conducted shows a percentage of inaccuracy greater than two percent (2%), the financial adjustment, if any, shall be calculated in accordance with the Act and Regulations, as may be amended from time to time and in accordance with any successor statutes and regulations.
6. Preservation of Metering Records: Enbridge and Shipper shall each preserve for a period of at least six (6) years all test data, and other relevant records.
7. Error in Metering or Meter Failure at Delivery Point

In the event Enbridge's meter is out of service, or registered inaccurately, the volume or quantity of gas shall be determined by Enbridge as follows:

a. by using the registration of any check meter or meter, if installed and accurately registering; or, in the absence of a. then;

b. by correcting the error if the percentage of error is ascertainable by calibration, tests or mathematical calculation; or in the absence of both a. and b., then;

c. by estimating the quantity of gas delivered during periods under similar conditions when the meter was registering accurately.

VIII. BILLING

1. Monthly Billing Date: Enbridge shall render bills on or before the tenth (10th) day of each month for all Transportation Services furnished during the preceding Month. Such charges may be based on estimated quantities, if actual quantities are unavailable in time to prepare the billing. Enbridge shall provide, in a succeeding Month's billing, an adjustment based

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on any difference between actual quantities and estimated quantities, without any interest charge. If presentation of a bill to Shipper is delayed after the tenth (10th) day of the month, then the time of payment shall be extended accordingly, unless Shipper is responsible for such delay.

2. Right of Examination: Both Enbridge and Shipper shall have the right to examine at any reasonable time the books, records and charts of the other to the extent necessary to verify the accuracy of any statement, chart or computation made under or pursuant to the provisions of the Contract.
3. Amendment of Statements: For the purpose of completing a final determination of the actual quantities of gas handled in any of the Transportation Services to Shipper, the parties shall have the right to amend their statement for a period equal to the time during which the Interconnecting Pipeline retains the right to amend their statements, which period shall not exceed three (3) years from the date of termination of the Contract.

IX. PAYMENTS

1. Monthly Payments: Shipper shall pay the invoiced amount directly into Enbridge's bank account as directed on the invoice on or before the twentieth (20th) day of each month. If the payment date is not a Business Day, then payment must be received in Enbridge's account on the first Business Day preceding the twentieth (20th) day of the month.
2. Remedies for Non-payment: Should Shipper fail to pay all of the amount of any bill as herein provided when such amount is due,
 - a. Shipper shall pay to Enbridge interest on the unpaid portion of the bill accruing at a rate per annum equal to the minimum commercial lending rate of Enbridge's principal banker in effect from time to time from the due date until the date of payment; and,
 - b. If such failure to pay continues for thirty (30) days after payment is due, Enbridge, in addition to any other remedy it may have under the Contract, may suspend Services until such amount is paid. Notwithstanding such suspension, all demand charges shall continue to accrue hereunder as if such suspension were not in place.

If Shipper in good faith disputes the amount of any such bill or part thereof Shipper shall pay to Enbridge such amounts as it concedes to be correct. At any time thereafter, within twenty (20) days of a demand made by Enbridge, Shipper shall furnish financial assurances satisfactory to Enbridge, guaranteeing payment to Enbridge of the amount ultimately found due upon such bill after a final determination. Such a final determination may be reached either by agreement, arbitration decision or judgement of the courts, as may be the case. Enbridge shall not be entitled to suspend Services because of such non-payment unless and until default occurs in the conditions of such financial assurances or default occurs in payment of any other amount due to Enbridge hereunder.

Notwithstanding the foregoing, Shipper is not relieved from the obligation to continue its deliveries of gas to Enbridge under the terms of any agreement, where Shipper has contracted to deliver specified quantities of gas to Enbridge.

3. Billing Adjustments: If it shall be found that at any time or times Shipper has been overcharged or undercharged in any form whatsoever under the provisions of the Contract and Shipper shall have actually paid the bills containing such overcharge or undercharge, Enbridge shall refund the amount of any such overcharge and interest shall accrue from and including the first day of such overcharge as paid to the date of refund and shall be calculated but not compounded at a rate per annum determined each day during the calculation period to be equal to the minimum commercial lending rate of Enbridge's principal banker, and the Shipper shall pay the amount of any such undercharge, but without interest. In the event Enbridge renders a bill to Shipper based upon measurement estimates, the required adjustment to reflect actual measurement shall be made on the bill next following the determination of such actual measurement, without any charge of interest. In the event an error is discovered in the amount billed in any statement rendered by Enbridge, such error shall be adjusted by Enbridge. Such overcharge, undercharge or error shall be adjusted by Enbridge on the bill next following its determination (where the term "**bill next following**" shall mean a bill rendered at least fourteen (14) days after the day of its determination), provided that claim therefore shall have been made within three (3) years from the date of the incorrect billing. In the event any refund is issued with Shipper's bill, the aforesaid date of refund shall be deemed to be the date of the issue of bill.

SCHEDULE "A"

4. Taxes: In addition to the charges and rates as per the applicable rate schedules and price schedules, Shipper shall pay all Taxes which are imposed currently or subsequent to the execution of the Contract by any legal authority having jurisdiction and any amount in lieu of such Taxes paid or payable by Enbridge.
5. Set Off: If Shipper shall, at any time, be in arrears under any of its payment obligations to Enbridge under the Contract, then Enbridge shall be entitled to reduce the amount payable by it to Shipper under the Contract, or any other contract, by an amount equal to the amount of such arrears or other indebtedness to Enbridge. In addition to the foregoing remedy, Enbridge may, upon forty-eight (48) hours verbal notice, to be followed by written notice, take possession of any or all of Shipper's gas in Enbridge's possession, which shall be deemed to have been assigned to Enbridge, to reduce such arrears or other indebtedness to Enbridge. Such gas shall be valued at the Day price for gas at Dawn as listed in Canadian Gas Price Reporter (or equivalent) for the Day of set off.

X. ARBITRATION

If and when any dispute, difference or question shall arise between the parties hereto touching the Contract or anything herein contained, or the construction hereof, or the rights, duties or liabilities of the parties in relation to any matter hereunder, the matter in dispute shall be submitted and referred to arbitration within ten (10) days after written request of either party. Upon such request each party shall appoint an arbitrator, and the two so appointed shall appoint a third. A majority decision of the arbitrators shall be final and binding upon both parties. In all other respects the provisions of the Arbitration Act, 1991, or any act passed in amendment thereof or substitution therefore, shall apply to each such submission. Operations under the Contract shall continue, without prejudice, during any such arbitration and the costs attributable to such arbitration shall be shared equally by the parties hereto.

XI. FORCE MAJEURE

1. Definition: The term "**force majeure**" as used herein shall mean acts of God, strikes, lockouts or any other industrial disturbance, acts of the public enemy, sabotage, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, freezing of wells or lines of pipe, inability to obtain materials, supplies, permits or labour, any laws, orders, rules, regulations, acts or restraints of any governmental body or authority (civil or military), any act or omission that is excused by any event or occurrence of the character herein defined as constituting force majeure, any act or omission by parties not controlled by the party having the difficulty and any other similar cases not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome.
2. Notice: In the event that either the Shipper or Enbridge is rendered unable, in whole or in part, by force majeure, to perform or comply with any obligation or condition of the Contract, such party shall give notice and full particulars of such force majeure in writing delivered by hand, fax or other direct written electronic means to the other party as soon as possible after the occurrence of the cause relied on and subject to the provision of this Article.
3. Exclusions: Neither party shall be entitled to the benefit of the provisions of force majeure hereunder if any or all of the following circumstances prevail: the failure resulting in a condition of force majeure was caused by the negligence of the party claiming suspension; the failure was caused by the party claiming suspension where such party failed to remedy the condition by making all reasonable efforts (short of litigation, if such remedy would require litigation); the party claiming suspension failed to resume the performance of such condition obligations with reasonable dispatch; the failure was caused by lack of funds; the party claiming suspension did not, as soon as possible after determining, or within a period within which it should acting reasonably have determined, that the occurrence was in the nature of force majeure and would affect its ability to observe or perform any of its conditions or obligations under the Contract, give to the other party the notice required hereunder.
4. Notice of Remedy: The party claiming suspension shall likewise give notice as soon as possible after the force majeure condition is remedied, to the extent that the same has been remedied, and that such party has resumed or is then in a position to resume the performance of the obligations and conditions of the Contract.

SCHEDULE "A"

5. Obligation to Perform: An event of force majeure on Enbridge's system will excuse the failure to deliver gas by Enbridge or the failure to accept gas by Enbridge hereunder, and both parties shall be excused from performance of their obligations hereunder, except for payment obligations, to the extent of and for the duration of the force majeure.
6. Upstream or Downstream Force Majeure: An event of force majeure upstream or downstream of Enbridge's system shall not relieve Shipper of any payment obligations.
7. Delay of Firm Transportation Services: Despite Article XI herein, if Enbridge is prevented, by reason of an event of force majeure on Enbridge's system from delivering gas on the Day or Days upon which Enbridge has accepted gas from Shipper, Enbridge shall thereafter make all reasonable efforts to deliver such quantities as soon as practicable and on such Day or Days as are agreed to by Shipper and Enbridge. If Enbridge accepts such gas on this basis, Shipper shall not receive any demand charge relief as contemplated under Article XI herein.
8. Demand Charge Relief for Firm Transportation Services: Despite Article XI herein, if on any Day Enbridge fails to accept gas from Shipper by reason of an event of force majeure on Enbridge's system and fails to deliver the quantity of gas nominated hereunder by Shipper up to the firm Contract Demand for that Contract, then for that Day the Monthly Demand Charge shall be reduced by an amount equal to the applicable Daily Demand Rate, as defined in this paragraph, multiplied by the difference between the quantity of gas actually delivered by Enbridge during such Day and the quantity of gas which Shipper in good faith nominated on such Day. The term "**Daily Demand Rate**" shall mean the Monthly Demand Charge or equivalent pursuant to the M17 Rate Schedule divided by the number of days in the month for which such rate is being calculated.
9. Proration of Firm Transportation Services: If, due to the occurrence of an event of force majeure as outlined above, the capacity for gas deliveries by Enbridge is impaired, it will be necessary for Enbridge to curtail Shipper's gas receipts to Enbridge hereunder, via proration based on utilization of such facilities for the Day. This prorating shall be determined by multiplying the capability of such facilities as available downstream of the impairment on the Day, by a fraction where the numerator is Shipper's nominated firm quantity and the denominator is the total of all such nominated firm quantities for nominated services and planned consumption for in-franchise customers on the Day. For the purposes of this Article XI, firm services shall mean all firm services provided by Enbridge to in-franchise customers and ex-franchise shippers.

XII. DEFAULT AND TERMINATION

In case of the breach or non-observance or non-performance on the part of either party hereto of any covenant, proviso, condition, restriction or stipulation contained in the Contract (but not including herein failure to take or make delivery in whole or in part of the gas delivered to/by Enbridge hereunder occasioned by any of the reasons provided for in Article XI herein) which has not been waived by the other party, then and in every such case and as often as the same may happen, the non-defaulting party may give written notice to the defaulting party requiring it to remedy such default and in the event of the defaulting party failing to remedy the same within a period of thirty (30) days from receipt of such notice, the non-defaulting party may at its sole option declare the Contract to be terminated and thereupon the Contract shall be terminated and be null and void for all purposes other than and except as to any liability of the parties under the same incurred before and subsisting as of termination. The right hereby conferred upon each party shall be in addition to, and not in derogation of or in substitution for, any other right or remedy which the parties respectively at law or in equity shall or may possess.

XIII. AMENDMENT

Subject to Article XV herein and the ability of Enbridge to amend the applicable rate schedules and price schedules, with the approval of the OEB (if required), no amendment or modification of the Contract shall be effective unless the same shall be in writing and signed by each of the Shipper and Enbridge.

XIV. NON-WAIVER AND FUTURE DEFAULT

No waiver of any provision of the Contract shall be effective unless the same shall be in writing and signed by the party entitled to the benefit of such provision and then such waiver shall be effective only in the specific instance and for the specified purpose for which it was given. No failure on the part of Shipper or Enbridge to exercise, and no course of

SCHEDULE "A"

dealing with respect to, and no delay in exercising, any right, power or remedy under the Contract shall operate as a waiver thereof.

XV. LAWS, REGULATIONS AND ORDERS

The Contract and the respective rights and obligations of the parties hereto are subject to all present and future valid laws, orders, rules and regulations of any competent legislative body, or duly constituted authority now or hereafter having jurisdiction and the Contract shall be varied and amended to comply with or conform to any valid order or direction of any board, tribunal or administrative agency which affects any of the provisions of the Contract.

XVI. *intentionally blank*

XVII. RENEWALS

Contracts with an Initial Term of five (5) years or greater will continue in full force and effect beyond the Initial Term, automatically renewing for a period of one (1) year, and every one (1) year thereafter. Shipper may reduce the Contract Demand or terminate the Contract with notice in writing by Shipper at least two (2) years prior to the expiration thereof.

XVIII. SERVICE CURTAILMENT

1. Right to Curtail: Enbridge shall have the right to curtail or not to schedule part or all of Transportation Services, in whole or in part, on all or a portion of its pipeline system at any time for reasons of force majeure or when, in Enbridge sole discretion, acting reasonably, capacity or operating conditions so require or it is desirable or necessary to make modifications, repairs or operating changes to its pipeline system. Enbridge shall provide Shipper such notice of such curtailment as is reasonable under the circumstances. If due to any cause whatsoever Enbridge is unable to receive or deliver the quantities of Gas which Shipper has requested, then Enbridge shall order curtailment by all Shippers affected and to the extent necessary to remove the effect of the disability. Enbridge has a priority of service policy to determine the order of service curtailment. In order to place services on the priority of service list, Enbridge considers the following business principles: appropriate level of access to core services, customer commitment, encouraging appropriate contracting, materiality, price and term, and promoting and enabling in-franchise consumption.

The Priority ranking for all services utilizing Enbridge's storage, transmission and distribution system as applied to both in-franchise and ex-franchise services are as follows; with number 1 having the highest priority and the last interrupted.

1. Firm In-franchise Transportation and Distribution services and firm Ex-franchise services (Note 1)
2. In-franchise Interruptible Distribution services
3. C1/M12 IT Transport and IT Exchanges with Take or Pay rates
4. Balancing (Hub Activity) ≤ 100 GJ/d; Balancing (Direct Purchase) ≤ 500 GJ/d; In-franchise distribution authorized overrun (Note 3)
5. C1/M12 IT Transport and IT Exchanges at premium rates
6. C1/M12 Overrun $\leq 20\%$ of CD (Note 4)
7. Balancing (Direct Purchase) > 500 GJ/d
8. Balancing (Hub Activity) > 100 GJ/d; C1/M12 IT Transport and IT Exchanges
9. C1/M12 Overrun $> 20\%$ of CD
10. C1/M12 IT Transport and IT Exchanges at a discount
11. Late Nominations

Notes:

1. Nominated services must be nominated on the NAESB Timely Nomination Cycle otherwise they are considered to be late nomination and are therefore interruptible.
2. Higher value or more reliable IT is contemplated in the service and contract, when purchase at market competitive prices.
3. Captures the majority of customers that use Direct Purchase balancing transactions.
4. Captures the majority of customers that use overrun.

SCHEDULE "A"

2. Capacity Procedures: Enbridge reserves the right to change its procedures for sharing interruptible capacity and will provide Shipper with two (2) months prior notice of any such change.
3. Maintenance: Enbridge's facilities from time to time may require maintenance or construction. If such maintenance or construction is required, and in Enbridge's sole opinion, acting reasonably, such maintenance or construction may impact Enbridge's ability to meet Shipper's requirements, Enbridge shall provide at least ten (10) days' notice to Shipper, except in the case of an emergency. In the event the maintenance impacts Enbridge's ability to meet Shipper's requirements, Enbridge shall not be liable for any damages and shall not be deemed in breach of the Contract. To the extent that Enbridge's ability to accept and/or deliver Shipper's gas is impaired, the Monthly Demand Charge shall be reduced in accordance with Article XI Section 8 and available capacity allocated in accordance with Article XI Section 9 herein.

Enbridge shall use reasonable efforts to determine a mutually acceptable period during which such maintenance or construction will occur and also to limit the extent and duration of any impairments. Enbridge will endeavour to schedule and complete the maintenance and construction, which would normally be expected to impact on Enbridge's ability to meet Shipper's requirements, during the period from April 1 through to November 1.

XIX. SHIPPER'S REPRESENTATIONS AND WARRANTIES

1. Shipper's Warranty: Shipper warrants that it will, if required, maintain, or have maintained on its behalf, all external approvals including the governmental, regulatory, import/export permits and other approvals or authorizations that are required from any federal, state or provincial authorities for the gas quantities to be handled under the Contract. Shipper further warrants that it shall maintain in effect the Facilitating Agreement and Interconnect Operating Agreement.
2. Financial Representations: Shipper represents and warrants that the financial assurances (including the Initial Financial Assurances and Security) (if any) shall remain in place throughout the term hereof, unless Shipper and Enbridge agree otherwise. Shipper shall notify Enbridge in the event of any change to the financial assurances throughout the term hereof. Should Enbridge have reasonable grounds to believe that Shipper will not be able to perform or continue to perform any of its obligations under the Contract as a result of one of the following events ("**Material Event**");
 - a. Shipper is in default, which default has not been remedied, of the Contract or is in default of any other material contract with Enbridge or another party; or,
 - b. Shipper's corporate or debt rating falls below investment grade according to at least one nationally recognized rating agency; or,
 - c. Shipper ceases to be rated by a nationally recognized agency; or,
 - d. Shipper has exceeded credit available as determined by Enbridge from time to time,

then Shipper shall within fourteen (14) days of receipt of written notice by Enbridge, obtain and provide to Enbridge a letter of credit or other security in the form and amount reasonably required by Enbridge (the "**Security**"). The Security plus the Initial Financial Assurances shall not exceed twelve (12) months of Monthly Demand Charges (in accordance with Article IX herein) multiplied by Contract Demand. In the event that Shipper does not provide to Enbridge such Security within such fourteen (14) day period, Enbridge may deem a default under the Default and Termination provisions of Article XII herein.

In the event that Shipper in good faith, reasonably believes that it should be entitled to reduce the amount of or value of the Security previously provided, it may request such a reduction from Enbridge and to the extent that the Material Event has been mitigated or eliminated, Enbridge shall return all or a portion of the Security to Shipper within fourteen (14) Business Days after receipt of the request.

XX. MISCELLANEOUS PROVISIONS

SCHEDULE "A"

1. Permanent Assignment: Shipper may assign the Contract to a third party ("**Assignee**"), up to the Contract Demand, (the "**Capacity Assigned**"). Such assignment shall require the prior written consent of Enbridge and release of obligations by Enbridge for the Capacity Assigned from the date of assignment. Such consent and release shall not be unreasonably withheld and shall be conditional upon the Assignee providing, amongst other things, financial assurances as per Article XXI herein. Any such assignment will be for the full rights, obligations and remaining term of the Contract as relates to the Capacity Assigned.
2. Temporary Assignment: Shipper may, upon notice to Enbridge, assign all or a part of its service entitlement under the Contract (the "**Assigned Quantity**") and the corresponding rights and obligations to an Assignee on a temporary basis for not less than one calendar month. Such assignment shall not be unreasonably withheld and shall be conditional upon the Assignee executing a Facilitating Agreement. Notwithstanding such assignment, Shipper shall remain obligated to Enbridge to perform and observe the covenants and obligations contained herein in regard to the Assigned Quantity to the extent that Assignee fails to do so.
3. Title to Gas: Shipper represents and warrants to Enbridge that Shipper shall have good and marketable title to, or legal authority to deliver to Enbridge, all gas delivered to Enbridge hereunder. Furthermore, Shipper hereby agrees to indemnify and save Enbridge harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of claims of any or all third parties to such gas or on account of Taxes, or other charges thereon.
4. Interconnect Operating Agreement: Shipper shall be required to have an Interconnect Operating Agreement with Enbridge to enable the provision of Transportation Services, such agreement to expire no earlier than the day the Contract expires.

XXI. PRECONDITIONS TO TRANSPORTATION SERVICES

This Article XXI is only applicable if Enbridge and Shipper have not entered into a precedent agreement related to the Transportation Services.

1. Enbridge Conditions: The obligations of Enbridge to provide Transportation Services hereunder are subject to the following conditions precedent, which are for the sole benefit of Enbridge and which may be waived or extended in whole or in part in the manner provided in the Contract:
 - a. Enbridge shall have obtained, in form and substance satisfactory to Enbridge, and all conditions shall have been satisfied under, all governmental, regulatory and other third party approvals, consents, orders and authorizations, that are required to provide the Transportation Services;
 - b. Enbridge shall have obtained all internal approvals that are necessary or appropriate to provide the transportation Services;
 - c. Enbridge shall have received from Shipper the requisite financial assurances reasonably necessary to ensure Shipper's ability to honour the provisions of the Contract (the "**Initial Financial Assurances**"). The Initial Financial Assurances, if required, will be as determined solely by Enbridge; and,
 - d. Shipper and Enbridge shall have entered into the Interruptible Service HUB Contract or equivalent (the "**Facilitating Agreement**"), and an Interconnect Operating Agreement.
2. Shipper Conditions: The obligations of Shipper hereunder are subject to the following conditions precedent, which are for the sole benefit of Shipper and which may be waived or extended in whole or in part in the manner provided in the Contract:
 - a. Shipper shall, as required, have entered into the necessary contracts with Enbridge and/or others to facilitate the Transportation Services contemplated herein, including contracts for upstream and downstream transportation, and shall specifically have an executed and valid Facilitating Agreement and Interconnect Operating Agreement; and shall, as required, have entered into the necessary contracts to purchase the gas quantities handled under the Contract; and shall, as required, have entered into the necessary firm contract to handle daily imbalances;

SCHEDULE "A"

- b. Shipper shall have obtained, in form and substance satisfactory to Shipper, and all conditions shall have been satisfied under, all governmental, regulatory and other third party approvals, consents, orders and authorizations, that are required from federal, state, or provincial authorities for the gas quantities handled under the Contract; and,
 - c. Shipper shall have obtained all internal approvals that are necessary or appropriate for the Shipper to execute the Contract.
- 3. Satisfaction of Conditions: Enbridge and Shipper shall each use due diligence and reasonable efforts to satisfy and fulfil the conditions precedent specified in this Article XXI Section 1 a, c, and d and Section 2 a and b. Each party shall notify the other forthwith in writing of the satisfaction or waiver of each condition precedent for such party's benefit. If a party concludes that it will not be able to satisfy a condition precedent that is for its benefit, such party may, upon written notice to the other party, terminate the Contract and upon the giving of such notice, the Contract shall be of no further force and effect and each of the parties shall be released from all further obligations thereunder.
- 4. Non-Satisfaction of Conditions: If any of the conditions precedent in this Article XXI Section 1 c or Section 2 are not satisfied or waived by the party entitled to the benefit of that condition by the Conditions Date as such term is defined in the Contract, then either party may, upon written notice to the other party, terminate the Contract and upon the giving of such notice, the Contract shall be of no further force and effect and each of the parties shall be released from all further obligations hereunder, provided that any rights or remedies that a party may have for breaches of the Contract prior to such termination and any liability a party may have incurred before such termination shall not thereby be released.

SCHEDULE "B"

**RATE M17
NOMINATIONS**

1. For Transportation Services required on any Day under the Contract, Shipper shall provide Enbridge with details regarding the quantity of Gas it desires to be handled at the applicable Receipt Point(s) and/or Delivery Point(s), and such additional information as Enbridge determines to be necessary (a "**Nomination**").
2. All Nominations shall be submitted by electronic means via *Unionline*. Enbridge, in its sole discretion, may amend or modify the nominating procedures or *Unionline* at any time. Nominations shall be submitted so as to be received by Enbridge in accordance with timelines established by Enbridge, which reflect the NAESB standard nomination cycles. Enbridge will accept all Nominations on each of the nomination cycles. Nominations made after the applicable deadline shall not be accepted except at the sole discretion of Enbridge. The nomination cycle timelines are posted on Enbridge's website and the nomination deadlines are provided in *Unionline*.
3. Enbridge shall determine whether or not all or any portion of the Nomination will be scheduled at each nomination cycle. With respect to each nomination cycle, in the event Enbridge determines that it will not schedule such Nomination, Enbridge shall advise Shipper of the reduced quantity (the "**Quantities Available**") for Transportation Services at the applicable points as outlined in each nomination cycle. After receiving such advice from Enbridge, but no later than one half hour after the Quantities Available deadline as outlined in each nomination cycle, Shipper shall provide a revised nomination ("**Revised Nomination**") to Enbridge which shall be no greater than the Quantity Available. If such Revised Nomination is not provided within the time allowed as required above or such Revised Nomination is greater than the Quantities Available, then the Revised Nomination shall be deemed to be the Quantities Available. If the Revised Nomination (delivered with the time allowed as required above) is less than the Quantity Available, then such lesser amount shall be the Revised Nomination.
4. For Transportation Services requiring Shipper to provide compressor fuel in kind, the nominated fuel requirements will be calculated by rounding to the nearest whole GJ.
5. All Timely Nominations shall have rollover options. Specifically, Shippers shall have the ability to nominate for several days, months or years, provided the Nomination start date and end date are within the term of the Transportation Agreement.
6. Nominations received after the nomination deadline shall, if accepted by Enbridge, be scheduled after Nominations received before the nomination deadline.
7. All Transportation Services are required to be nominated in whole Gigajoules (GJ).
8. To the extent Enbridge is unable to complete a Nomination confirmation due to inaccurate, untimely or incomplete data involving an Interconnecting Pipeline entity, Enbridge shall undertake reasonable efforts to confirm the transaction on a non-discriminatory basis until such time that the transaction is adequately verified by the parties, or until such time that Enbridge determines that the Nomination is invalid at which time the Enbridge shall reject the Nomination.
9. The daily quantity of gas nominated by Shipper will be delivered by Shipper at rates of flow that are as nearly constant as possible, however, Enbridge shall use reasonable efforts to take receipt of gas on any Day at an hourly rate of flow up to one twentieth (1/20th) of the quantity received for that Day. Enbridge shall have the right to limit Transportation Services when on any Day the cumulative hourly imbalance between receipts and deliveries exceeds one twentieth (1/20th) of the quantity handled for that Day, for each applicable Transportation Service.
10. The parties hereto recognize that with respect to Transportation Services, on any day, receipts of gas by Union and deliveries of gas by Union may not always be exactly equal, but each party shall cooperate with the other in order to

SCHEDULE "B"

balance as nearly as possible the quantities transacted on a daily basis, and any imbalances arising shall be allocated, as applicable, to: (i) the firm contract handling daily imbalances entered into by Shipper pursuant to Schedule "A", Article XXI, Section 2.a, or (ii) the agreement entered into by Shipper pursuant to the requirement stated in Shipper's associated precedent agreement.

11. Shipper may designate via *Unionline* access request form, a third party as agent for purposes of providing a Nomination, and for giving and receiving notices related to Nominations, and Enbridge shall only accept nominations from the agent. Any such designation, if acceptable to Enbridge, shall be effective following the receipt and processing of the written notice and will remain in effect until revoked in writing by Shipper.

SCHEDULE "C"

**RATE M17
RECEIPT AND DELIVERY POINTS AND PRESSURES**

1. Receipt Points

The following defines each Receipt Point:

<u>DAWN (FACILITIES):</u>	Enbridge's Compressor Station site situated in the northwest corner of Lot Twenty-Five (25), Concession II, in the Township of Dawn-Euphemia, in the County of Lambton.
<u>DAWN (TCPL):</u>	At the junction of Enbridge's and TCPL's facilities, at or adjacent to Dawn (Facilities).
<u>DAWN (VECTOR):</u>	At the junction of Enbridge's and Vector Pipeline Limited Partnership's ("Vector") facilities, at or adjacent to Dawn (Facilities)
<u>PARKWAY (TCPL):</u>	At the junction of Enbridge's and TCPL's facilities, at or adjacent to Enbridge's facilities situated in the Part Lot 9 and Part Lot 10, Concession IX, New Survey, Town of Milton, Regional Municipality of Halton (now part of City of Mississauga)
<u>KIRKWALL:</u>	At the junction of Enbridge's and TCPL's facilities at or adjacent to Enbridge's facilities situated in Part Lot Twenty-Five (25), Concession 7, Town of Flamborough.

2. Delivery Points:

Delivery Points will be as set out in Schedule 1 of the Contract.

3. Receipt and Delivery Pressures:

(a) All gas tendered by or on behalf of Shipper to Enbridge shall be tendered at the Receipt Point at Enbridge's prevailing pressure at that Receipt Point, or at such pressure as per operating agreements between Enbridge and the applicable Interconnecting Pipeline, as amended or restated from time to time.

(b) All gas tendered by or on behalf of Enbridge to Shipper shall be tendered at the Delivery Point at such pressure as per the Interconnect Agreement between Enbridge and Shipper, as amended or restated from time to time.

(c) Under no circumstances shall Enbridge be obligated to receive gas hereunder at pressures exceeding the maximum allowable operating pressures prescribed under any applicable governmental regulations; nor shall Enbridge be required to make any physical deliveries or to accept any physical receipts which its existing facilities cannot accommodate.

Effective
2019-12-01
Rate M9
Page 1 of 2

ENBRIDGE GAS INC.
UNION SOUTH
LARGE WHOLESALE SERVICE RATE

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a Distributor:

- a) who enters into a contract to purchase and/or receive delivery of a firm supply of gas for distribution to its customers; and
- b) who agrees to take or pay for an annual quantity of at least two million cubic metres; and
- c) who commenced and continued service under Rate M9 prior to January 1, 2019.

(C) Rates

The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated which may be higher than the identified rates.

- (i) A Monthly Demand Charge of established daily demand determined in accordance with the service contract, such demand charge to be computed on a calendar month basis and a pro-rata charge to be made for the fraction of a calendar month which will occur if the day of first regular delivery does not fall on the first day of a month. 23.5428 ¢ per m³
- (ii) A Delivery Commodity Charge for gas delivered of 0.1567 ¢ per m³
and a Delivery - Price Adjustment of - ¢ per m³
- (iii) Facility Carbon Charge (in addition to Delivery Commodity Charge) 0.0084 ¢ per m³
- (iv) Gas Supply Charge (if applicable)

The gas supply charge is comprised of charges for transportation and for commodity and fuel.
The applicable rates are provided in Schedule "A".

(D) Delayed Payment

The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.

(E) Direct Purchase

Unless otherwise authorized by Union, customers who are delivering gas to Union under direct purchase arrangements must obligate to deliver at a point(s) specified by Union, and must acquire and maintain firm transportation on all upstream pipeline systems. Customers initiating direct purchase arrangements, who previously received Gas Supply service, must also accept, unless otherwise authorized by Union, an assignment from Union of transportation capacity on upstream pipeline systems.

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2019-12-01
Rate M9
Page 2 of 2

(F) Overrun Charge

Authorized:

For all quantities on any day in excess of 103% of the customer's contractual rights, for which authorization has been received, the customer will be charged at the identified authorized overrun delivery charge plus the facility carbon charge. Overrun will be authorized by Union at its sole discretion.

Unauthorized:

For all quantities on any day in excess of 103% of the customer's contractual rights, for which authorization has not been received, the customer will be charged at the identified unauthorized overrun delivery charge plus the facility carbon charge.

Authorized Overrun Delivery Charge	0.9307 ¢ per m ³
Unauthorized Overrun Delivery Charge	36.0000 ¢ per m ³
Facility Carbon Charge (in addition to Overrun Delivery Charge)	0.0084 ¢ per m ³

(G) Bundled Direct Purchase Delivery

Where a customer elects transportation service under this rate schedule the customer must enter into a Bundled T Gas Contract with Union for delivery of gas to Union.

Bundled T Gas Contract Rates and Gas Purchase Contract Rates are described in rate schedule R1.

Effective December1,2019
Implemented December1,2019
O.E.B. Order # EB-2019-0183

Supersedes EB-2019-0205 Rate Schedule effective August 1, 2019.

Effective
2019-12-01
Rate T3
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ENBRIDGE GAS INC.
UNION SOUTH
STORAGE AND TRANSPORTATION RATES FOR CONTRACT CARRIAGE CUSTOMERS

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a Distributor:

- a) whose minimum annual transportation of natural gas is 700 000 m³ or greater; and
- b) who enters into a Carriage Service Contract with Union for the transportation or the storage and transportation of Gas for distribution to its customers; and
- c) who has meters with electronic recording at each Point of Redelivery; and
- d) for whom Union has determined transportation and/or storage capacity is available; and
- e) who commenced and continued service under Rate T3 prior to January 1, 2019.

(C) Rates

The following rates shall be charged for all quantities contracted or handled as appropriate. The identified rates represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

STORAGE SERVICE:

	Demand Charge <u>Rate/GJ/mo</u>	Commodity Charge <u>Rate/GJ</u>	<u>For Customers Providing Their Own Compressor Fuel</u>	
			<u>Fuel Ratio</u>	<u>Commodity Charge Rate/GJ</u>
a) Annual Firm Storage Space Applied to contracted Maximum Annual Storage Space	\$0.011			
b) Annual Firm Injection/Withdrawal Right: Applied to the contracted Maximum Annual Firm Injection/Withdrawal Right Union provides deliverability Inventory	\$1.441			
Customer provides deliverability Inventory (4)	\$1.184			
c) Incremental Firm Injection Right: Applied to the contracted Maximum Incremental Firm Injection Right	\$1.184			
d) Annual Interruptible Withdrawal Right: Applied to the contracted Maximum Annual Interruptible Withdrawal Right	\$1.184			
e) Withdrawal Commodity Paid on all quantities withdrawn from storage up to the Maximum Daily Storage Withdrawal Quantity		\$0.022	0.408%	\$0.008
f) Injection Commodity Paid on all quantities injected into storage up to the Maximum Daily Storage Injection Quantity		\$0.022	0.408%	\$0.008
g) Short Term Storage / Balancing Service Maximum		\$6.000		

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Notes:

1. Demand charges for Annual Services are paid monthly during the term of the contract for not less than one year unless Union, in its sole discretion, accepts a term of less than one year. Demand charges apply whether Union or the customer provides the fuel.
2. Annual Firm Injection Rights are equal to 100% of their respective Annual Firm Withdrawal Rights. Injection Rights in excess of the Annual Firm Injection Rights will be charged at the Incremental Firm Injection Right.
3. Annual Firm Storage Space

The maximum storage space available to a customer at the rates specified herein is determined by one of the following storage allocation methodologies:

3.1 Aggregate Excess

Aggregate excess is the difference between the customer's total 151-day winter consumption (November 1 through March 31) and the customer's average daily consumption (Daily Contract Quantity) for the contract year multiplied by 151 days of winter. This calculation will be done using two years of historical data (with 25% weighting for each year) and one year of forecast data (with 50% weighting). If a customer is new, or an existing customer is undergoing a significant change in operations, the allocation will be based on forecast consumption only, as negotiated between Union and the customer. Once sufficient historical information is available for the customer, the standard calculation will be done. At each contract renewal, the aggregate excess calculation will be performed to set the new space allocation.

3.2 Obligated daily contract quantity multiple of 15

Obligated daily contract quantity is the firm daily quantity of gas which the customer must deliver to Union. The 15 x obligated daily contract quantity calculation will be done using the daily contract quantity for the upcoming contract year. At each contract renewal, the 15 x obligated daily contract quantity calculation will be performed to set the new space allocation.

Customers may contract for less than their maximum entitlement of firm storage space.

4. Annual Injection/Withdrawal Right

The maximum level of deliverability available to a customer at the rates specified herein is determined to be the greater of obligated daily contract quantity or firm daily contract demand less obligated daily contract quantity.

Customers may contract for less than their maximum entitlement of deliverability. A customer may contract up to this maximum entitlement with a combination of firm and interruptible deliverability as specified in Section (C) Storage Service.

5. Additional storage space or deliverability, in excess of the allocated entitlements per Notes 3 and 4, may be available at market prices.
6. Storage Space and Withdrawal Rights are not assignable to any other party without the prior written consent of Union.
7. Deliverability Inventory being defined as 20% of annual storage space.
8. Short Term Storage / Balancing Service is:
 - i) a combined space and interruptible deliverability service for short-term or off-peak storage in Union's storage facilities, OR
 - ii) short-term firm deliverability, OR
 - iii) a component of an operational balancing service offered.

In negotiating the rate to be charged for this service, the matters that are to be considered include:

- i) The minimum amount of storage service to which a customer is willing to commit,
- ii) Whether the customer is contracting for firm or interruptible service during Union's peak or non-peak periods,
- iii) Utilization of facilities, and
- iv) Competition.

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TRANSPORTATION CHARGES:

	Demand Charge	Union Providing Compressor Fuel	For Customers Providing Their Own Compressor Fuel	
		Commodity Charge	Fuel Ratio	Commodity Charge
	<u>Rate/m³/mo</u>	<u>Rate/m³</u>		<u>Rate/m³</u>
a) Annual Firm Transportation Demand Applied to the Firm Daily Contract Demand	17.9898 ¢			
b) Firm Transportation Commodity Paid on all firm quantities redelivered to the Customer's Point(s) of Redelivery		0.1138 ¢	0.412%	0.0601 ¢
c) Facility Carbon Charge (in addition to Transportation Commodity Charge)		0.0084 ¢		0.0084 ¢

Notes:

1. All demand charges are paid monthly during the term of the contract for not less than one year unless Union, in its sole discretion, accepts a term of less than one year. Demand charges apply whether Union or the customer provides the fuel.

SUPPLEMENTAL CHARGES

Rates for supplemental services are provided in Schedule "A".

Notes:

1. All demand charges are paid monthly during the term of the contract for not less than one year unless Union, in its sole discretion, accepts a term of less than one year.

OVERRUN SERVICE

1. Annual Storage Space

Authorized

Authorized Overrun is provided as Storage/Balancing Service. It is payable on all quantities on any Day in excess of the customer's contracted Maximum Storage Space. Overrun will be authorized by Union at its sole discretion.

Unauthorized

If in any month, the customer has gas in storage in excess of the contracted Maximum Storage Space, and which has not been authorized by Union or provided for under a short term supplemental storage service, such an event will constitute an occurrence of Unauthorized Overrun. The Unauthorized Overrun rate will be \$6.000 per GJ applied to the greatest excess for each occurrence.

If on any Day, the gas storage balance for the account of the customer is less than zero, the Unauthorized Overrun charge will apply for each GJ of gas below a zero inventory level and this amount of gas shall be deemed not to have been withdrawn from storage. The gas shall be deemed to have been sold to the customer at the highest spot price at Dawn in the month of occurrence and the month following occurrence as identified in the Canadian Gas Price Reporter and shall not be less than Union's approved weighted average cost of gas. If the customer has contracted to provide its own deliverability inventory, the zero inventory level shall be deemed to mean twenty percent (20%) of the Annual Firm Storage Space.

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2. Injection, Withdrawals and Transportation

Authorized

The following Overrun rates are applied to any quantities transported, injected or withdrawn in excess of 103% of the Contract parameters. Overrun will be authorized by Union at its sole discretion.

	Union Providing Compressor Fuel Commodity Charge	For Customers Providing Their Own Compressor Fuel Fuel Ratio	Commodity Charge
Storage Injections	\$0.085/GJ	0.881%	\$0.055/GJ
Storage Withdrawals	\$0.085/GJ	0.881%	\$0.055/GJ
Transportation	0.7052 ¢/m ³	0.412%	0.6515 ¢/m ³
Facility Carbon Charge (in addition to Transportation Commodity Charge)	0.0084 ¢/m ³		0.0084 ¢/m ³

Unauthorized

For all quantities on any Day in excess of 103% of the customer's contractual rights, for which authorization has not been received, the customer will be charged the identified unauthorized overrun charge, as appropriate.

Unauthorized Overrun Storage Injections and Withdrawals Charge	\$9.236	per GJ
Unauthorized Overrun Transportation Charge	36.0000	¢ per m ³
Facility Carbon Charge (in addition to Overrun Transportation Charge)	0.0084	¢ per m ³

3. Short Term Storage Services

Authorized

The following Overrun rates are applied to any quantities stored in excess of the Contract parameters. Overrun will be authorized by Union Gas at its sole discretion.

	Firm Service Rate/GJ
Space	\$6.000
Injection / Withdrawal Maximum	\$6.000

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OTHER SERVICES & CHARGES

1. Monthly Charge

In addition to the rates and charges described previously for each Point of redelivery a Monthly Charge shall be applied to each specific customer as follows:

	<u>Monthly Charge</u>
City of Kitchener	\$19,843.96
NRG	\$ 3,046.25
Six Nations	\$ 1,015.42

If a customer combines Sales Service with Contract Carriage Service, the monthly charge will be prorated such that the customer will under both services pay no more than the above monthly charge.

2. Diversion of Gas

The availability of the right to divert gas will be based on Union's ability to accommodate the diversion. The price to be charged for the right to divert shall be determined through negotiation.

3. Unless otherwise authorized by Union, customers who are delivering gas to Union under direct purchase arrangements must obligate to deliver at a point(s) specified by Union and must acquire and maintain firm transportation on all upstream pipeline systems. Customers initiating direct purchase arrangements must also accept, unless otherwise authorized by Union, an assignment from Union of transportation capacity on upstream pipeline systems.

4. Parkway Delivery Commitment Incentive ("PDCI")

For all Parkway Delivery Obligation ("PDO") volumes delivered to Union.	<u>Rate/GJ</u>
PDCI	\$(0.152)

(D) Delayed Payment

The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.

Effective December1,2019
Implemented December1,2019
O.E.B. Order # EB-2019-0183

Supersedes EB-2019-0205 Rate Schedule effective August 1, 2019.

SUMMARY OF PROPOSED RATE M17 CHANGES

Line No.	Particulars	Units	EB-2019-0183 Current Proposed	EB-2018-0244 Previously Filed
1	Monthly Charge	\$	1,998.71	1,998.71
	Firm Transportation Demand Charge			
2	Dawn to Delivery Area	\$/GJ	4.431	4.431
3	Kirkwall or Parkway to Delivery Area or Dawn	\$/GJ	2.718	2.718
	Fuel and Commodity Charges			
4	Utility Supplied Fuel		Note (1)	Note (1)
5	Shipper Supplied Fuel		No Change	No Change
	Authorized Overrun Charges			
6	Utility Supplied Fuel		Note (1)	Note (1)
7	Shipper Supplied Fuel		No Change	No Change
8	Unauthorized Overrun Transportation Charge	\$/GJ	9.236	Not Applicable
9	Facility Carbon Charge (applied to all quantities transported)(2)	\$/GJ	0.002	-
10	Nomination Variances		Not Applicable	In accordance with the Shipper's Limited Balancing Agreement.

Notes:

- (1) Utility Supplied Fuel Rates updated for Dawn Reference Price. Updated from April 2018 QRAM price of \$3.191/GJ to July 2019 QRAM price of \$3.341/GJ.
- (2) Federal carbon charges were implemented on August 1, 2019 in accordance with the 2019 Federal Carbon Pricing Program Decision and Rate Order (EB-2018-0205) filed on July 25, 2019. Though federal carbon charges were not incorporated in EB-2018-0244 Enbridge Gas does not anticipate such charges would have differed between the previously filed and currently proposed Rate M17 service.

PROJECT SUMMARY

1. Enbridge Gas, pursuant to Section 90 of the Ontario Energy Board Act (“the Act”), requests approval from the Board for Leave to Construct of approximately 34 kilometres of NPS 12 hydrocarbon natural gas pipeline (“Proposed Facilities” or “the Project”) in the Municipality of West Grey and the Township of Chatsworth, both of which are within the County of Grey. Enbridge Gas has the necessary Certificate and Franchise Agreements in place to construct the Proposed Facilities. A map showing the location of the Proposed Facilities can be found at Exhibit E, Tab 1, Schedule 1.
2. Enbridge Gas is also applying under Section 97 of the Act for an order approving the forms of agreements offered to owners of land affected by the route or location of the Proposed Facilities, as provided in Exhibit E, Tab 6, Schedules 2 and 3.
3. The Proposed Facilities will reinforce Enbridge Gas’s Owen Sound System and provide service to EPCOR. The Proposed Facilities include the NPS 12 pipeline, upgrades to the Durham Station, and a new valve/receiver site at the northern terminus. The Proposed Facilities are required to meet EPCOR’s demands to serve the South Bruce expansion area as well as Enbridge Gas’s increasing demands for natural gas in the area served by the Owen Sound System. The South Bruce expansion area includes the Municipality of Arran-Elderslie (EB-2016-0137), the Municipality of Kincardine (EB-2016-0138) and the Township of Huron-Kinloss (EB-2016-0139) (“South Bruce Project”). As further described in Exhibit D, Tab 1, Schedule 3, without the Proposed Facilities serving EPCOR’s South Bruce Project in the winter of 2020/2021 will not be possible, and serving Enbridge Gas’s existing forecast customer demand in the area beyond the winter of 2021/22 will not be possible even absent the South Bruce Project.

4. The total project cost of the Proposed Facilities is estimated to be approximately \$69 million, including interest during construction (“IDC”) and indirect overheads. Enbridge Gas expects the Project will meet the eligibility criteria for incremental capital module (“ICM”) treatment, and will apply for such treatment at the appropriate time in accordance with the Board’s ICM policies. With a 2020 in-service date, Enbridge Gas is not able to provide bill impacts associated with the Project as these must be provided at the time Enbridge Gas seeks ICM recovery.
5. Enbridge Gas received support from the communities hosting the Project, inclusive of two local municipalities and the County of Grey, prior to the 2018 election in which new municipal councils were elected. Correspondence demonstrating municipal support for the Project prior to the 2018 election can be found at Exhibit E, Tab 2, Schedule 1. In the second quarter of 2019 project update presentations were provided to the new West Grey and Chatsworth Councils. Neither Council expressed any concerns with the Project.
6. An economic analysis has been completed in accordance with the recommendations of the Board’s E.B.O. 134 report on *Economic Tests for Transmission Pipeline Applications* and the Filing Guidelines on the Economic Tests for Transmission Pipeline Applications¹ (together referred to as “E.B.O. 134”). The Stage 1 economics show an overall project Profitability Index (“P.I.”) of .31 and net present value (“NPV”) of negative \$37.7 million as shown in Exhibit E, Tab 4, Schedule 2. Since the Project does not have a P.I. of 1.0 Stage 2 and 3 economics have been completed which demonstrate that the Project is in the public interest. Stage 2 and 3 economics can be found at Exhibit E, Tab 4, Schedules 5 and 6.

¹ EB-2012-0092, February 21, 2013

7. An Environmental Report ("ER") has been prepared for the Project. There will be minimal environmental impacts related to the construction of the Proposed Facilities given Enbridge Gas's standard construction procedures, the mitigation measures recommended in the ER, and the fact that the majority of the pipeline will be located within road allowance. The ER can be found at Exhibit E, Tab 7, Schedule 1.
8. Enbridge Gas has provided the Ministry of Energy, Northern Development and Mines ("MENDM") with information regarding the Project. Enbridge Gas will ensure that the affected Indigenous communities are adequately consulted about the Project and that their concerns and issues are identified and addressed. The MENDM's Review Summary can be found at Exhibit E, Tab 7, Schedule 3.
9. Construction of the Project is scheduled to commence at the beginning of spring 2020 to utilize favourable weather and environmental windows. The proposed in-service date for the Proposed Facilities is November 1, 2020.

THE OWEN SOUND SYSTEM

1. Enbridge Gas's Owen Sound System receives gas from the Dawn Parkway System near Ayr, Ontario and travels north to the City of Owen Sound. Gas then travels west to serve Port Elgin, Southampton, Wiarton and Sauble Beach, and also travels east and connects with the East Owen Sound System which serves the communities between Owen Sound and Collingwood, where the system has an interconnect with the former Enbridge Gas Distribution ("EGD") system.
2. The majority of the flow on the Owen Sound System is in a northerly direction from the Dawn Parkway System. Though the system can accept gas from the EGD interconnect and flow gas in a westerly direction from Collingwood, this capability can only be utilized on a very limited basis in the non-peaking seasons, if required.
3. A schematic of the Owen Sound System can be found at Exhibit E, Tab 1, Schedule 2.
4. The Owen Sound System serves Kitchener, Waterloo, and many smaller communities along the pipeline route toward its northerly terminus in Owen Sound. There are a number of laterals off the Owen Sound System that provide natural gas service to Fergus, Listowel, Hanover, Flesherton, Port Elgin, Southampton and Wiarton, among others.
5. Construction of the original Owen Sound System began in the 1950s. A second loop was subsequently constructed between the Dawn Parkway System and Durham. The Proposed Facilities will extend this looping from Durham north toward the Chatsworth area.

6. There is currently sufficient capacity to support three years of regular in-franchise growth on the Owen Sound System absent the EPCOR customer addition.
7. As further described in Exhibit D, Tab 1, Schedule 3, Enbridge Gas is aware of two separate and distinct sources of growth that will require natural gas service fed from the Owen Sound System.
8. The first source of growth is the South Bruce Project. On April 12, 2018, the Board issued a Decision and Order granting the Certificates of Public Convenience and Necessity for the South Bruce expansion area (EB-2016-0137/EB-2016-0138/EB-2016-0139) to EPCOR conditional on the approval of its subsequent Leave to Construct application. Since the Board's Decision and Order, Enbridge Gas has been in discussions with EPCOR regarding their natural gas requirements. EPCOR has confirmed it will require 10,648 m³/hr of natural gas delivered to the new custody transfer point identified on the schematic located Exhibit E, Tab 1, Schedule 2. EPCOR's requirements are partially offset by a reduction in the load of a significant customer served by the Owen Sound System. This customer will be reducing its load by 2,508 m³/hr in 2019. This reduction was identified by way of reverse open season as further described in Exhibit D, Tab 1, Schedule 3.
9. The second source of growth is Enbridge Gas's in-franchise growth. Enbridge Gas is forecasting total regular rate growth on the Owen Sound System of 13,864 m³/hr over the next four years.
10. The sum of these two needs is greater than the capacity currently available on the Owen Sound System. In order to meet Enbridge Gas's growing in-franchise needs and EPCOR's ex-franchise demands along the Owen Sound System it is necessary to provide additional capacity by constructing the Proposed Facilities.

11. The EPCOR demands which are contracted for in 2019 will use all of the available remaining capacity on the Owen Sound System. EPCOR will also use some of the additional capacity created by the Proposed Facilities. EPCOR will be required to pay a contribution in aid of construction ("CIAC") for the capacity it uses on the new pipeline. Additional information regarding the CIAC can be found in Exhibit D, Tab 2, Schedule 3.
12. Enbridge Gas has completed a System Design Criteria Report for the Proposed Facilities found at Exhibit E, Tab 3, Schedule 1. In addition to assessing the overall need for the Proposed Facilities this report discusses the different alternatives that were available to Enbridge Gas to meet the needs identified above.

PROJECT NEED

1. Based on current forecasts for general in-franchise load growth, which are based on historical growth rates on the system, the Owen Sound System will require reinforcement in 2022 in order to meet the winter demands of 2022/2023. In addition, EPCOR has requested transportation service to feed their South Bruce Project. The proposed in-service date for the EPCOR contract is December 1, 2019. The timing of this additional demand is accelerating the need for the Project to 2020 rather than the forecasted 2022. The Project would be required in 2019 in order to serve EPCOR's entire firm load of 10,648 m³/hr, however the system's current capacity is able to accommodate the first year of EPCOR's anticipated load allowing for an in-service date of the Proposed Facilities in 2020.

Contract Customer Growth

2. EPCOR is a corporation incorporated under the laws of the Province of Ontario and is an indirect wholly owned subsidiary of EPCOR Utilities Inc. EPCOR Utilities Inc. is a corporation incorporated under the laws of the Province of Alberta and wholly owned by the City of Edmonton, with its head office in the City of Edmonton, in the Province of Alberta.
3. EPCOR intends to serve the geographical South Bruce area market consisting of the Municipality of Arran-Elderslie, Municipality of Kincardine, and The Township of Huron-Kinloss. EPCOR has requested that Enbridge Gas provide the necessary transportation capacity to support its connection of these customers.
4. EPCOR applied to the Board on September 20, 2018 for Leave to Construct ("LTC") facilities to serve the South Bruce area. On February 27, 2019 EPCOR filed an updated LTC application (EB-2018-0263). In addition, EPCOR applied to the Board on October 2, 2018 for the approval of natural gas distribution rates for

the Southern Bruce gas distribution system. EPCOR filed an updated Rates Application on April 11, 2019 (EB-2018-0265). On July 11, 2019 the Board approved EPCOR's LTC in EB-2018-0263.

5. In these applications EPCOR has assumed a ten year demand forecast of 10,648m³/hr from Enbridge Gas and is seeking an initial contract term of 30 years.
6. EPCOR has requested a December 1, 2019 in-service date. To facilitate this request Enbridge Gas is constructing a custody transfer station to serve EPCOR's Year 1 demand. In order to meet EPCOR's full requirement of 10,648 m³/hr over a 10 year period, in addition to serving in-franchise growth, the Proposed Facilities will be constructed for November 1, 2020.
7. Enbridge Gas anticipates entering into the appropriate contracts with EPCOR to facilitate the services required. As addressed in Exhibits B and C of this application, Enbridge Gas has applied for approval of a new firm transportation rate (Rate M17) to provide service to EPCOR.
8. Appropriate costs have been attributed to EPCOR as a proportionate share of the cost of constructing this reinforcement of the Owen Sound System. The revenue from the Rate M17 service is insufficient to recover these costs and as a result an aid to construct from EPCOR of \$5.34 million is required. The aid is credited to the cost of this Project.

Owen Sound System Reverse Open Season

9. Under the Board's Storage and Transportation Access Rule ("STAR")¹ Enbridge Gas is required to conduct a reverse open season in order to support system efficiency and to ensure that expansion of the system is rational. Accordingly, on April 3, 2019, all firm transportation contract customers on the Owen Sound System received a reverse open season notice via email. Enbridge Gas conducted the reverse open season from April 3, 2019 to April 11, 2019. The reverse open season notice was also posted on Enbridge Gas's website. As a result of the reverse open season Enbridge Gas did receive notice of turn back on the Owen Sound System, equivalent to an Hourly Quantity reduction of 2,508 m³/hr.

In-franchise Growth

10. The Facilities Business Plan ("FBP") is an internal planning process used by Enbridge Gas for the identification of reinforcement facilities required to support forecasted growth within a specific geographic area.
11. The FBP is developed for a study area which provides an overall business case for any necessary long range system expansion for the study area. A study area represents the geographic area for which an FBP will cover.
12. Enbridge Gas's Union South Rate Zone has been divided into a number of specific FBP study areas based on operational areas, pipeline system configuration and geographical features. The Owen Sound FBP area is divided into eleven smaller study areas. A map illustrating the eleven study areas is found at Exhibit E, Tab 3, Schedule 2.

¹ STAR, Section 2.2.1 (iii).

13. The combined forecast of future facilities, both new and reinforcement, can be identified, evaluated, optimized and scheduled to meet the future growth demands on the system.
14. The advantages of this approach include, but are not limited to:
 - a) Through the identification of future growth areas, Enbridge Gas can be more responsive to customer needs;
 - b) Optimum, least cost facilities can be identified to service the growth; and,
 - c) Long-term security of supply for the overall system can be achieved.
15. The required timing of facilities to meet growth is based on historic customer attachments and local knowledge. The load forecasts determine the need for additional facilities. Exhibit E, Tab 3, Schedule 3 shows the customer attachment forecast relevant to the Owen Sound System for the period 2019-2023 based on historical attachments.

PROPOSED FACILITIES

1. Total anticipated growth in demand from EPCOR and Enbridge Gas's in-franchise contract and general service customers equates to 24,512 m³/hr over four years starting in 2019/2020. Of this growth, 8,309 m³/hr is required in winter 2019/2020. The reduction of contracted capacity facilitated by the reverse open season of 2,508 m³/hr offsets some of this growth. Therefore, it is necessary to increase the capacity of the Owen Sound System in order to meet forecasted loads during the winter of 2020/2021. In light of the reduction facilitated by the reverse open season and EPCOR's forecasted Year 1 load Enbridge Gas anticipates 2019/2020 winter loads can be met without reinforcement.
2. Attached at Exhibit E, Tab 3, Schedule 1 is a document titled System Design Criteria Report for Reinforcement of the Owen Sound System. This document:
 - a) Outlines the design methodology and process Enbridge Gas uses for reinforcement of system laterals;
 - b) Provides a description of current Owen Sound System facilities and system configuration; and,
 - c) Outlines the high-level alternatives considered and the rationale for choosing the preferred alternative.
3. Exhibit E, Tab 3, Schedule 4 provides the alternatives to the Proposed Facilities considered, as well as the rationale for selecting the Proposed Facilities.
4. Enbridge Gas is proposing to construct approximately 34 kilometres of NPS 12 pipeline with a MOP of 4670 kPa. The Proposed Facilities will extend from the Durham Gate Station to a tie-in point located at Grey County Road 40 and will include upgrades to the Durham Station, as well as a new valve/receiver site at the

northern terminus. A map showing the Proposed Facilities can be found at Exhibit E, Tab 1, Schedule 1. The detailed location of the Proposed Facilities within Municipal road allowances will be finalized after discussions with local road authorities.

INTEGRATED RESOURCE PLANNING

1. Enbridge Gas is undertaking the process of Integrated Resource Planning and is committed to considering demand side management (“DSM”) and other low carbon solutions as alternatives to traditional natural gas infrastructure. Enbridge Gas also recognizes that Integrated Resource Planning will require formalized considerations to optimize safe, reliable, cost effective, and low carbon energy solutions for our customers.
2. The Proposed Facilities will reinforce Enbridge Gas’s Owen Sound System and meet EPCOR’s demands to serve the South Bruce expansion area. Without the Proposed Facilities, serving EPCOR’s South Bruce Project in 2020 will not be possible.
3. DSM was not considered as an alternative to this project given the scope of additional capacity required to service the new demand created by EPCOR’s South Bruce Project. Any reduction in consumption as a result of DSM programs would not be sufficient to offset demand and would not materialize in adequate time to impact the anticipated in service date for the South Bruce Project.

PROJECT COSTS AND ECONOMICS

Project Costs

1. The total estimated cost of the Project is \$69.0 million as shown at Exhibit E, Tab 4, Schedule 1.

Project Economics

Economic Feasibility Tests

2. Enbridge Gas has employed an economic feasibility test in accordance with E.B.O. 134 to assess the economics of the Project. Enbridge Gas's position is that the Project is in the public interest, and the tests set out in E.B.O. 134 are appropriate for purposes of evaluating the Project.
3. In both its Kingsville (EB-2018-0013) and Stratford Reinforcement (EB-2018-0306) Decisions the Board agreed with Enbridge Gas's position that projects of this nature should be considered transmission projects and use the economic tests outlined in E.B.O. 134.
4. The Proposed Facilities are a transmission project that increases the capacity of the Owen Sound System to meet forecasted demand growth that arises from a variety of sources over a large geographic area of the Enbridge Gas franchise.

5. On a more specific and identifiable basis, the Proposed Facilities will also provide natural gas transmission service to the EPCOR South Bruce Project. In light of the known and specific nature of EPCOR's contribution to the need for the Proposed Facilities Enbridge Gas submits that the CIAC proposed is an appropriate mechanism to ensure that Enbridge Gas's existing ratepayers are not harmed by payment of an undue subsidy.
6. To provide the Board with supporting information, a Discounted Cash Flow ("DCF") analysis consistent with E.B.O. 134 has been completed.
7. Stage 1 of the E.B.O. 134 economic test consists of a DCF analysis specific to Enbridge Gas. All incremental cash inflows and outflows resulting from the Project are identified. The net present value ("NPV") of the cash inflows is divided by the NPV of the cash outflows to arrive at a profitability index ("PI"). If the NPV of the cash inflows is equal to or greater than the NPV of the cash outflows, the PI is equal to or greater than 1.0 and the Project is considered economic based on current approved rates.
8. If the Project NPV is less than \$0 or the PI is less than 1.0, a Stage 2 benefit/cost analysis may be undertaken in order to quantify benefits and costs accruing to Enbridge Gas' customers as a result of the Project. Stage 2 consists of discounting the quantified benefits to customers resulting from the Project at a social discount rate and adding said benefits to the Project NPV from Stage 1 to calculate the direct net benefit of the Project to Enbridge Gas' customers. The Project is considered to be in the public interest if the net benefit is greater than \$0.

9. Stage 3 analysis considers other quantifiable benefits and costs related to the construction of the Proposed Facilities that are not included in the Stage 2 analysis, as well as other non-quantifiable public interest considerations.

Project Specific Discounted Cash Flow Analysis

10. The Stage 1 DCF analysis of the Project can be found at Exhibit E, Tab 4, Schedule 2. The DCF shows a PI of 0.31 and a NPV of negative \$37.7 million.
11. The DCF parameters are summarized in Exhibit E, Tab 4, Schedule 3.
12. Incremental cash inflows are estimated based on the transmission portion of Enbridge Gas' customer's rates ("transmission margin"). The revenue calculation for the transmission margin is provided at Exhibit E, Tab 4, Schedule 4.
13. The Total Estimated Project Capital Costs of the Project are approximately \$69.0 million, including indirect overheads of \$8.9 million. In accordance with E.B.O. 134, the total direct capital cost which is subject to the proposed leave to construct amounts to \$54.7 million, net of indirect overheads and contribution in aid of construction. The total estimated cost of the Project can be found at Exhibit E, Tab 4, Schedule 1.
14. All cash flows are discounted using Enbridge Gas' incremental after-tax weighted average cost of capital. The average cost of capital is the weighted average of the expected incremental cost of each of the components of the capital structure in the same proportions as approved in Union's 2013 Rebasing application (EB-2011-0210).

Stage 2 – Benefit/Cost Analysis

15. A Stage 2 analysis may be undertaken when the Stage 1 NPV is less than 0. The Stage 2 analysis considers the estimated energy cost savings that accrue directly to Enbridge Gas' in-franchise customers as a result of using natural gas instead of another fuel to meet their energy requirements. The difference in fuel cost is derived as:

$$[\text{Weighted Average Alternative Fuel Cost} - \text{Cost of Natural Gas}] \times \text{Energy Use}$$

16. The Stage 2 NPV of energy cost savings are estimated to be in the range of approximately \$269 million over a period of 20 years to \$405 million over 40 years. A range is provided as the outcome can vary depending upon the assumptions for alternative fuel mix, energy use, fuel prices, and term. The results and assumptions can be found at Exhibit E, Tab 4, Schedule 5.

Stage 3 – Other Public Interest Considerations

17. There are a number of other public interest factors for consideration as a result of the addition of the Project. Some are quantifiable and others are not readily quantifiable. Quantifiable factors include GDP, taxes and employment impacts. Other less quantifiable impacts include, but are not limited to, energy choice options and environmental benefits. These factors are detailed below.

Economic Benefits for Ontario

18. The construction of the Project will provide direct and indirect economic benefits to Ontario estimated at approximately \$71 million. Exhibit E, Tab 4, Schedule 6 shows how this figure is derived. This figure is related only to the construction of the Project and does not include the similar direct and indirect economic benefits to Ontario when gas customers invest and grow their operations.

Employment

19. The construction of this Project will result in additional direct and indirect employment. There will be additional employment of persons directly involved in the construction of the Project. In addition, there is a trickledown effect on employment. The Project is estimated to create approximately 894 jobs as referenced in Exhibit E, Tab 4, Schedule 6.

Utility Taxes

20. A decision to proceed with this Project will result in Enbridge Gas paying taxes directly to various levels of government. These taxes include Ontario income taxes and municipal taxes paid by Enbridge Gas as a direct result of the Project and are included as costs in the Stage 1 analysis. These taxes are not true economic costs of the Project since they represent transfer payments within the economy that are available for redistribution by the federal, provincial and municipal governments. The net present value of Ontario income taxes and municipal taxes payable by Enbridge Gas related to the Project over the Project life is approximately \$10 million with a further \$4 million paid to the Federal Government. These figures are further detailed in Exhibit E, Tab 4, Schedule 6.

Employer Health Taxes

21. The additional employment that will result from the construction of the Project will generate additional employer health tax payments to aid in covering the cost of providing health services in Ontario.

Environmental Effects

22. Natural gas, because of its clean-burning properties, either with or in place of other hydrocarbons, in residential, commercial, industrial and transportation applications reduces environmental impact in two key areas. First, the process is frequently more efficient, reducing total energy use. Second, natural gas pollutant release per unit of energy is less than that of other hydrocarbons. Natural gas combustion produces virtually no sulphur dioxide – the most significant component of acid rain formation. Combustion of natural gas also emits significantly lower amounts of reactive hydrocarbons and nitrogen oxides – the key photochemical agents in the formation of urban smog.

Summary of Stages 1 to 3

23. The table below shows the NPV calculated for the 3-stage economic analysis completed for the Project.

Stage	NPV (\$millions)
1	(\$38)
2	\$269 to \$405
3	\$71
Total	\$302 to \$438

Rates and Rate Impacts

24. The rate and rate impacts of the Project will be determined in a future proceeding. Enbridge Gas expects the Project will meet the criteria for rate recovery during the deferred rebasing period through the use of the Board's approved ICM mechanism.

ENGINEERING

Design and Pipe Specifications

1. The design and pipe specifications for the Proposed Facilities are outlined in Exhibit B, Tab 5, Schedule 1. All of the design specifications are in accordance with *Ontario Regulation 210/01, Oil and Gas Pipeline Systems* under the *Technical Standards and Safety Act 2000*. This is the regulation governing the design and installation of pipelines in the Province of Ontario.
2. The Project is within Class 1 and Class 2 locations. Since the majority of the pipeline is located within road allowances, and in consideration of future potential development along the route, the Project is designed to meet Class 2 location requirements at a minimum.
3. The NPS 12 pipe has an outside diameter of 323.9 millimetres and a minimum wall thickness of 4.8 millimetres. The pipe is to be manufactured by the electric resistance weld process and will have a minimum specified yield strength of 359 MPa. The pipe will be manufactured to the *CSA Z245.1-1 Steel Line Pipe Standard for Pipeline Systems and Materials*.
4. The minimum depth of cover specified is 0.6 metres to the top of the pipe in general locations and 1.2 metres under roads. Additional depth will be provided to accommodate existing or planned underground facilities, or in specific areas in compliance with the applicable regulated standards.

Construction Procedures and Schedule

5. Exhibit E, Tab 5, Schedule 2 describes the general techniques and methods of construction that will be employed in the construction of the Project. Detailed are such activities as clearing, stringing of pipe, trenching, welding, backfill, tile repair, and clean up. Enbridge Gas's construction procedures have been continually updated and refined over time in order to be responsive to landowner concerns and mitigate potential environmental effects related to pipeline construction.
6. Rock removal will be required as part of this Project. Enbridge Gas expects to remove rock by hoe ram, however blasting may be required. When the Project is constructed, Enbridge Gas's most up-to-date construction specifications will be followed.
7. Material is readily available for this Project and Enbridge Gas foresees no problem in obtaining a contractor to complete the construction.
8. Modifications to the existing and new stations will include the installation of launcher/receiver provisions and the expansion of the existing site footprint for Durham Gate Station.
9. Exhibit E, Tab 5, Schedule 3 indicates the proposed schedule for 2020 construction. Construction of the Project is scheduled to commence in the spring of 2020, with the planned in-service date of the pipeline being November 1, 2020.

LAND REQUIREMENTS

1. The majority of the Proposed Facilities will be located within existing road allowances in the Municipality of West Grey, The Township of Chatsworth, and the County of Grey.
2. Enbridge Gas will require approximately 3.5 acres of permanent easement. Enbridge Gas has acquired all necessary permanent Land Rights.
3. Temporary land rights to facilitate easier and more efficient installation of the pipeline along road allowances will be required. Options for temporary land rights will be obtained from the directly affected landowners. Enbridge Gas will make efforts to obtain these rights and if Enbridge Gas is unable to obtain these rights, Enbridge Gas can still construct the pipeline within the road allowance.
4. Enbridge Gas will require two fee simple land right purchases. These lands will be required for the proposed new valve/receiver site, and expansion of the existing Durham Station. Enbridge Gas has purchased the land required for one of the two station sites required. Enbridge Gas has reached an Agreement to purchase land required for the other location identified.
5. A list of the properties and the dimensions of the permanent, temporary easement land rights required, and fee simple purchases for the Project is provided at Exhibit E, Tab 6, Schedule 1.
6. A copy of Enbridge Gas's Form of Permanent Easement and form of Temporary Land Use Agreement for the land rights required were previously approved by the Board and can be found at Exhibit E, Tab 6, Schedules 2 and 3 respectively.

ENVIRONMENTAL MATTERS

1. For the Project, AECOM completed an Environmental Report (“ER”) identifying environmental and socio-economic features along the route of the Proposed Facilities. The results of the ER indicate that the location of the Project is environmentally acceptable. Mitigation measures to reduce the effects of construction are included in the ER.
2. Enbridge Gas believes that by following its standard construction practices and adhering to the mitigation measures proposed in the ER, construction of this Project will have negligible impacts on the environment. No significant environmental or cumulative effects are anticipated from development of the Project. A copy of the ER can be found at Exhibit E, Tab 7, Schedule 1.

Environmental Report

3. The ER was prepared to meet the intent of the Board's *Environmental Guidelines for Location, Construction and Operation of Hydrocarbon Pipelines in Ontario* [7th Edition, 2016] (“Environmental Guidelines”).
4. The objectives of the ER were to:
 - a) Document existing environmental features;
 - b) Complete a route selection process;
 - c) Identify potential environmental impacts as a result of construction;
 - d) Present mitigation techniques to minimize environmental impacts; and,
 - e) Provide the pipeline contractor and company inspectors involved in the construction of the Project with general and site-specific guidelines for environmental protection that supplement Enbridge Gas's construction specifications.

5. A copy of the ER was submitted to the Ontario Pipeline Coordination Committee ("OPCC") on August 31, 2018. A copy of the ER was also provided to the local Conservation Authorities and the Municipality of West Grey, The Township of Chatsworth, The County of Grey, and other relevant Agencies. Re-engagement e-mails were sent to current OPCC members on July 5, 2019 informing them of the upcoming OEB filing and to request any additional comments they may have regarding the ER. A summary of the comments received regarding the ER and Enbridge Gas's responses is provided in Exhibit E, Tab 7, Schedule 2.
6. Enbridge Gas also met on-site with municipal officials to solicit input on the alignment of the Project. The municipal officials were in agreement with Enbridge Gas's proposal. Enbridge Gas will continue to work with municipal officials until the Project is completed.
7. Based on the public input received during the initial Public Information Sessions AECOM and Enbridge Gas completed additional consultations in support of the ER. These consultations included meetings to discuss the Project with Saugeen Nature and Ontario Nature, a door-to-door outreach program along the preliminary preferred route and the completion of a second round of Public Information Sessions.

8. Public information sessions were held on the following dates:

Round 1

- July 18, 2017 Durham, Ontario
- July 19, 2017 Williamsford, Ontario

Round 2

- November 29, 2017 Durham, Ontario
- November 30, 2017 Desboro, Ontario

Species at Risk

9. A number of species at risk are known to or potentially inhabit the lands in the vicinity of the Project. Enbridge Gas's consultants have and will continue to assess the pipeline route for species at risk and will work closely with the Ministry of Natural Resources and Forestry ("MNRF") and/or the Ministry of Environment, Conservation and Parks ("MECP") to develop appropriate mitigation measures to protect species at risk and obtain all required permits and approvals.

Archaeology

10. An archaeological assessment will be completed by a licensed archaeological firm along the pipeline route, as recommended in the ER. Enbridge Gas proposes to complete the majority of the archaeological assessment prior to the year of construction with the potential to have some remaining assessments completed spring 2020.

Watercourse Crossings

11. The Project crosses a number of watercourses; approximately twenty (20). As noted in the ER the majority of the crossings will be completed using “Dam and Pump” dry crossing methods. Currently three (3) watercourse crossing are proposed to be completed using trenchless techniques, these are: Rocky Saugeen River, North Saugeen River and an un-named tributary to the North Saugeen River. All permits required to complete the crossings will be obtained from Fisheries and Oceans Canada, MNRF, MECP, Saugeen Valley Conservation Authority (“SVCA”) and Grey Sauble Conservation Authority (“GSCA”).

Wetlands

12. There are a number of known wetlands along the Project. Enbridge Gas’s consultant will continue to assess the Project for potential environmentally sensitive areas including wetlands and develop appropriate mitigation measures in consultation with MNRF, MECP, SVCA and GSCA.

Construction

13. During construction of the Project, Enbridge Gas will implement an environmental inspection program. This program will ensure that permit conditions and the recommendations in the ER are followed. A company inspector will monitor pipeline construction activities and ensure that all activities comply with the mitigation measures found in the permits and ER.

INDIGENOUS¹ CONSULTATION

1. Enbridge Gas is committed to creating processes that support meaningful engagement with potentially affected Indigenous groups (First Nations and Métis). Enbridge Gas works to build an understanding of project related interests, ensure regulatory requirements are met, mitigate or avoid project-related impacts on Aboriginal interests including rights, and provide mutually beneficial opportunities where possible.
2. Pursuant to the Board's *Environmental Guidelines for the Location, Construction and Operation of Hydrocarbon Pipelines and Facilities in Ontario, 7th Edition, 2016* (the "Guidelines"), Enbridge Gas provided the Ontario Ministry of Energy Northern Development and Mines (the "MENDM") with a project description for the Project on March 11, 2017. This Project description is set out at Schedule B to Exhibit E, Tab 8, Schedule 2.
3. Subsequently on April 20, 2017, Enbridge Gas received a letter ("Delegation Letter") from the MENDM indicating that the MENDM had delegated the procedural aspects of consultation to Enbridge Gas for the Project. The Delegation Letter identified three Indigenous communities to be consulted with. A copy of the Delegation Letter is provided at Schedule C to Exhibit E, Tab 8, Schedule 2.
4. Enbridge Gas provided this evidence along with Exhibit C, Tab 8, Schedule 1 and Exhibit C, Tab 8, Schedule 2 to the MENDM on August 29, 2019 and requested that the MENDM determine if the procedural aspects of the Duty to Consult for the Project have been sufficient. Collectively, Exhibit D, Tab 2, Schedule 7; Exhibit E, Tab 8, Schedule 1; and Exhibit D, Tab 7 Schedule 2 form the Indigenous Consultation Report for the Project. Enbridge Gas will update this evidence

¹ Enbridge has used the terms "Aboriginal" and "Indigenous" interchangeably in its application. "Indigenous" has the meaning assigned by the definition "aboriginal peoples of Canada" in subsection 35(2) of the *Constitution Act, 1982*.

(specifically, Exhibit E, Tab 8, Schedule 3) when a sufficiency letter is received from the MENDM. Information gathered during the course of Enbridge Gas's engagement with Indigenous groups was incorporated into the Stage 1 Archaeological Assessment and Environmental Report set out in Exhibit E, Tab 7, Schedule 1, and will be incorporated into the Stage 2 Archaeological Assessment when completed. This work was completed under the auspices of the Guidelines which include duty to consult requirements for hydrocarbon facility proponents.

Aboriginal Engagement Program Objectives

The design of the Aboriginal engagement program was based on adherence to the Guidelines and *Enbridge's Indigenous Peoples Policy* and principles as follows:

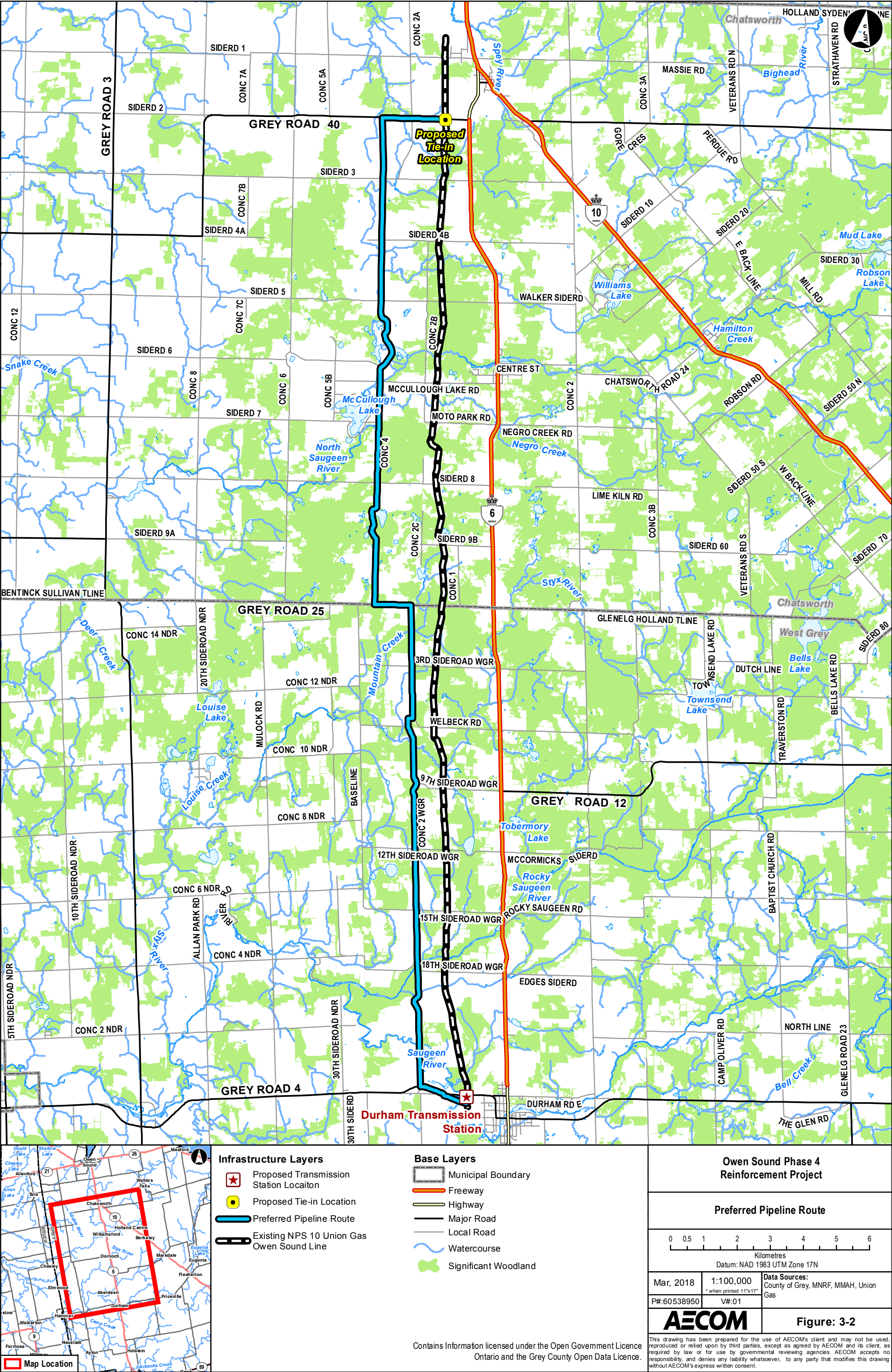
- Enbridge Inc. has instituted a company-wide *Indigenous Peoples Policy* ("Policy") (set out in Attachment 4 to Exhibit E, Tab 8, Schedule 2). The Policy lays out key principles for establishing relationships with Indigenous groups, which includes, among other things, respect for traditional ways and land, heritage sites, the environment and traditional knowledge.
- Enbridge Gas has established meaningful relationships, provided timely exchanges of information, understands and addresses Indigenous Project-specific concerns, and ensures ongoing dialogue about its projects, their potential implications and benefits.
- Enbridge Gas aligns its interests with those of Indigenous communities through meaningful, direct Indigenous economic activity in projects corresponding to community capacity and project needs, where possible.
- The Indigenous engagement program for the Project recognizes the rights of Indigenous groups and assists Enbridge Gas in engaging in meaningful dialogue with potentially affected Indigenous groups about the Project. It also assists Enbridge Gas in meeting the procedural aspects of consultation that may be required by the Crown and the Guidelines.

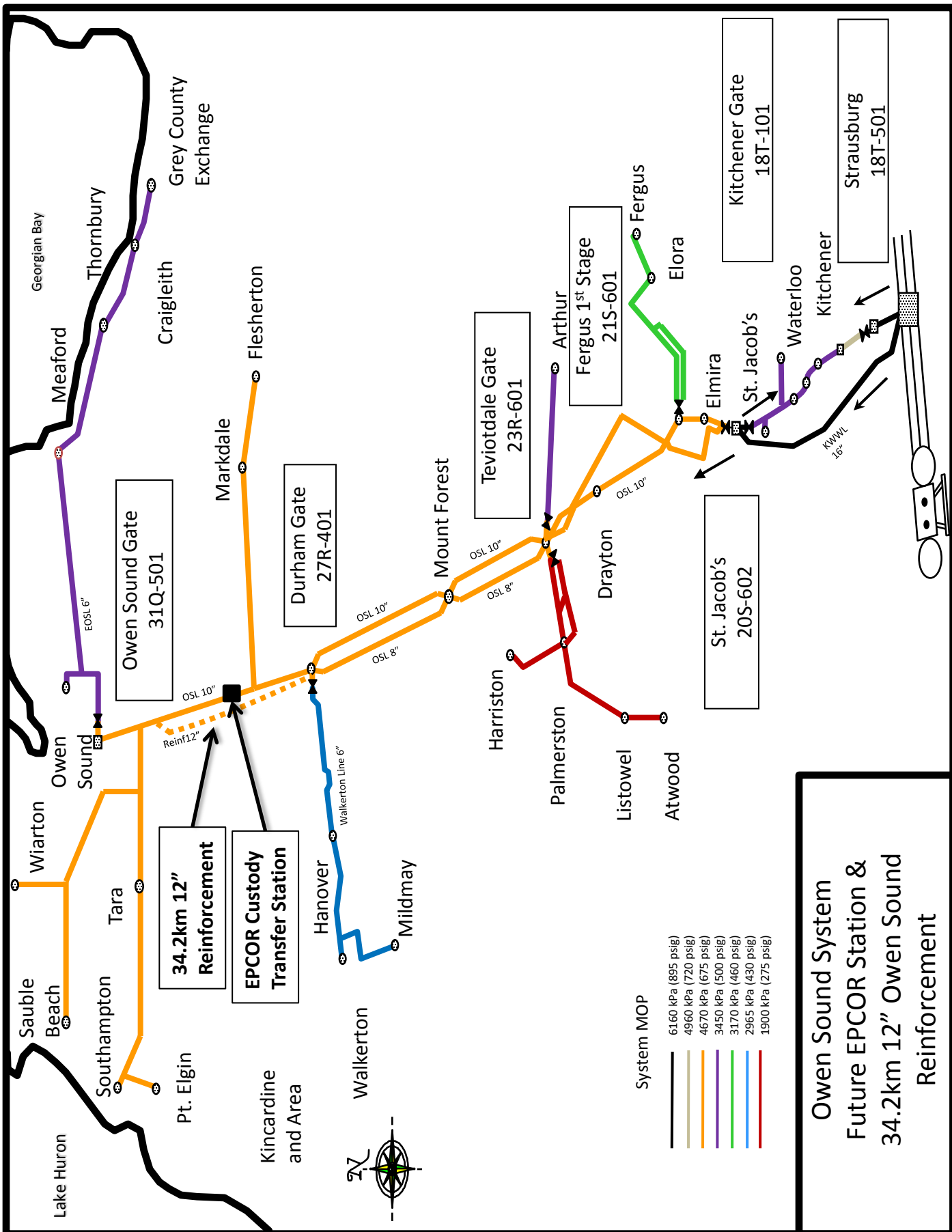
Overview of Aboriginal Engagement Program Activities

5. Enbridge Gas conducts its Indigenous consultation generally through phone calls, in-person meetings, project mail-outs, open houses and email communications. During these engagement activities, Enbridge Gas representatives will provide an overview of the Project, respond to questions and concerns, and address any interests or concerns expressed by Indigenous communities to appropriately mitigate any Project-related impacts. In order to accurately document Indigenous engagement activities and ensure follow-up, applicable supporting documents are tracked using a database.

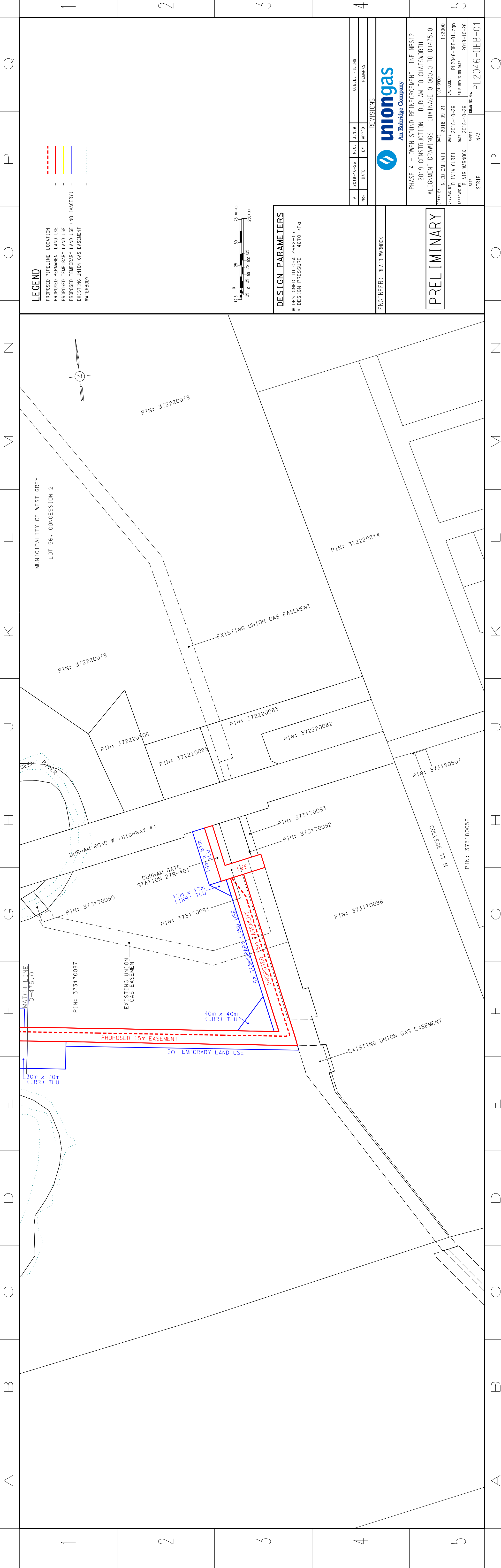
Ongoing Aboriginal Engagement Activities

6. Enbridge Gas will continue to actively engage all identified Indigenous groups in meaningful ongoing dialogue concerning the Project and endeavor to meet with each Indigenous group, provided they are willing, for the purpose of exchanging information regarding the Project and to respond to inquiries in a timely manner. Enbridge Gas will hear and address concerns as is feasible and seek information on the exercise of, and potential impacts to, Aboriginal and Treaty rights, traditional use in the Project area and how any potential Project-related impacts can be mitigated.
7. Exhibit E, Tab 8, Schedule 1 contains a summary of Enbridge Gas' Indigenous consultation activities for the Project. Exhibit E, Tab 8, Schedule 2 contains the Indigenous consultation matrix (and associated attachments) for the Project.
8. The information presented in the aforementioned Exhibits reflects Enbridge Gas' Indigenous engagement activities for the Project up to and including July 4, 2019; however, Enbridge Gas will continue to engage during the regulatory process and throughout the life of the Project.





DETAILED MAP OF PIPELINE ROUTE (REDACTED)



LEGEND

- - - PROPOSED PIPELINE LOCATION
- - - PROPOSED PERMANENT LAND USE
- - - PROPOSED TEMPORARY LAND USE
- - - PROPOSED TEMPORARY LAND USE (NO IMAGERY)
- - - EXISTING UNION GAS EASEMENT
- - - WATERBODY

DESIGN PARAMETERS

- * DESIGNED TO CSA Z662-15
- * DESIGN PRESSURE - 4670 kPa

ENGINEER: BLAIR WARNOCK



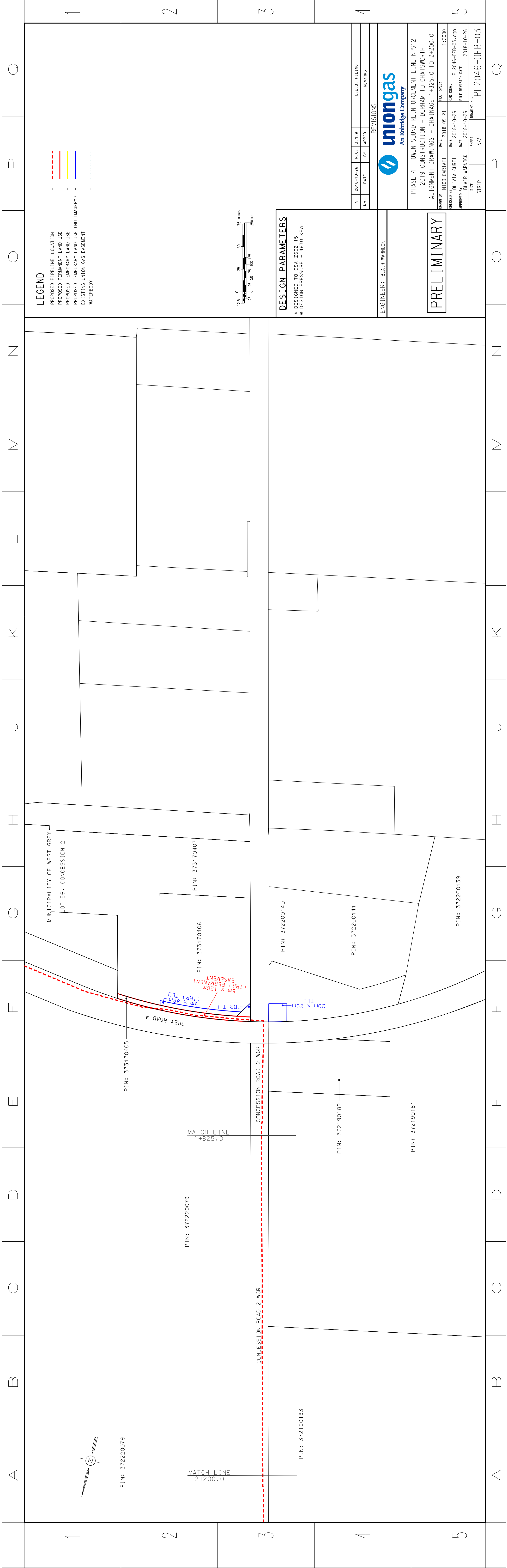
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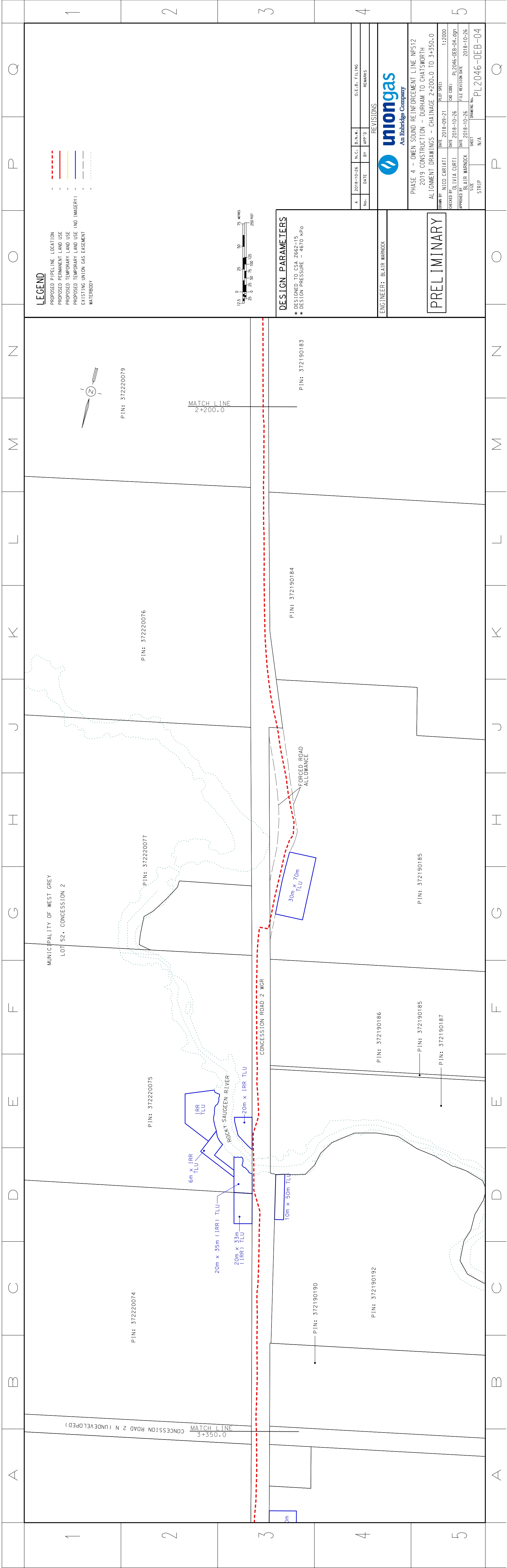
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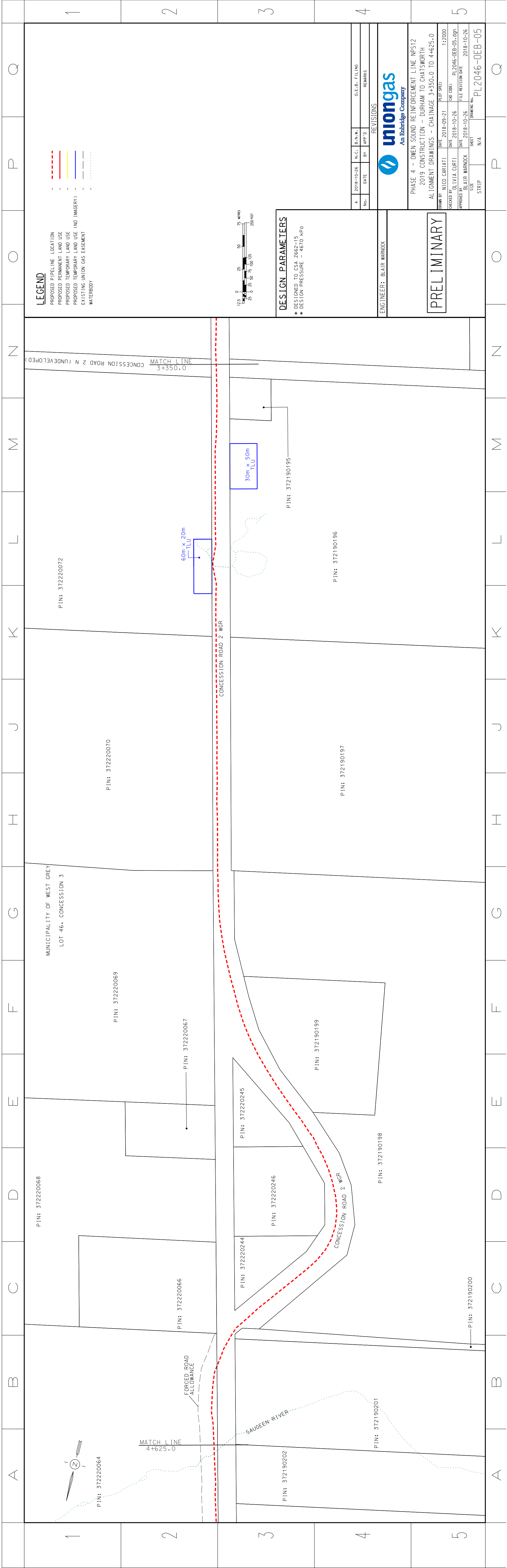
PRELIMINARY

PHASE 4 - OWEN SOUND REINFORCEMENT LINE NPS12
2019 CONSTRUCTION - DURHAM TO CHATSWORTH
ALIGNMENT DRAWINGS - CHAINAGE 0+000.0 TO 0+475.0

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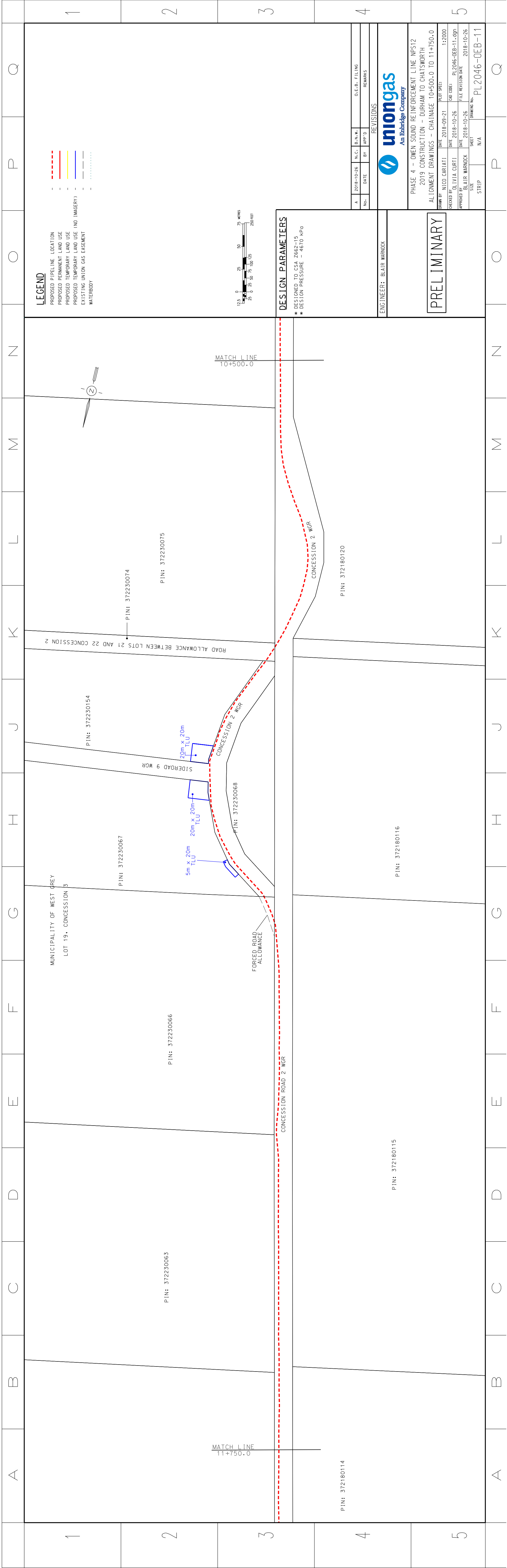






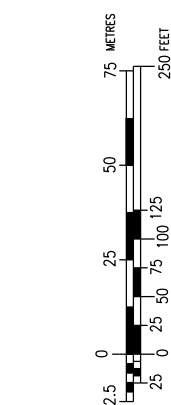
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LEGEND

- PROPOSED PIPELINE LOCATION
- PROPOSED PERMANENT LAND USE
- PROPOSED TEMPORARY LAND USE
- PROPOSED TEMPORARY LAND USE (NO IMAGERY)
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- WATERBODY



DESIGN PARAMETERS

* DESIGNED TO CSA Z662-15
* DESIGN PRESSURE - 4670 kPa

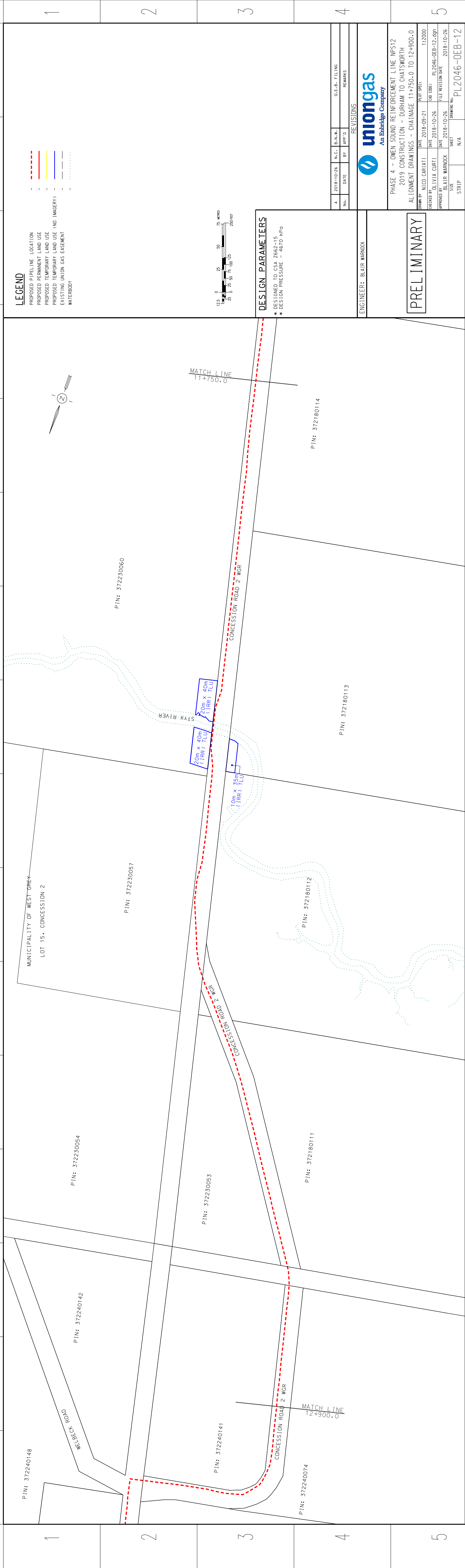
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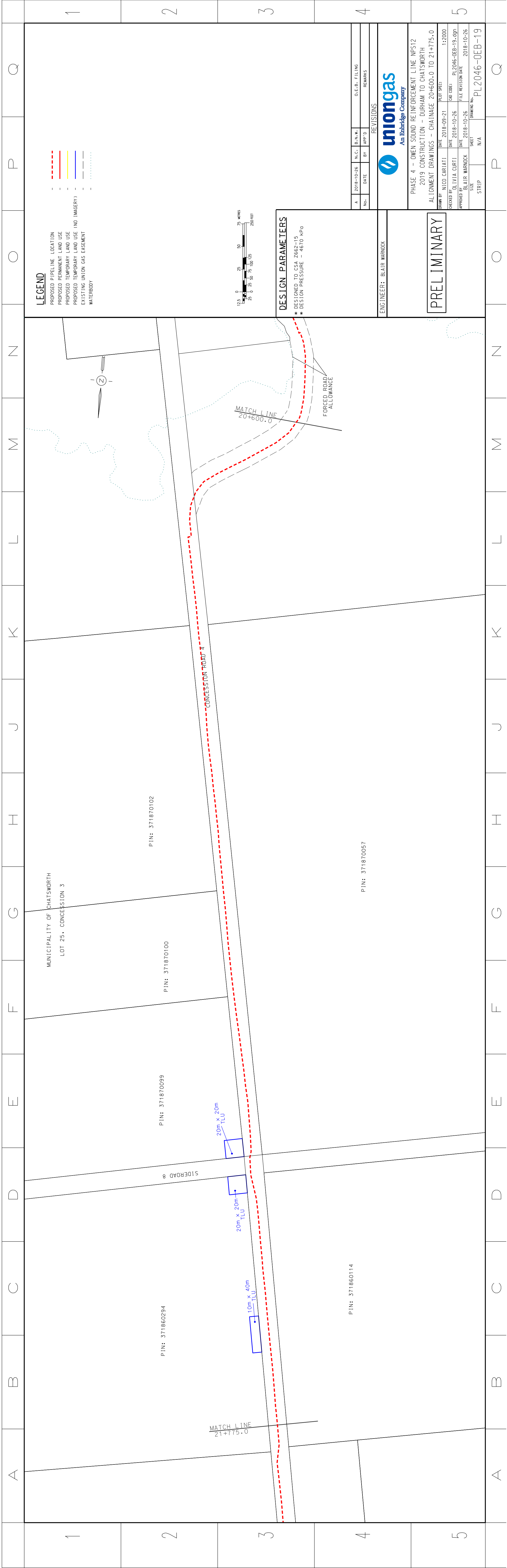
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2019 CONSTRUCTION - DURHAM TO CHATSWORTH
ALIGNMENT DRAWINGS - CHAINAGE 10+500.0 TO 11+750.0

PRELIMINARY

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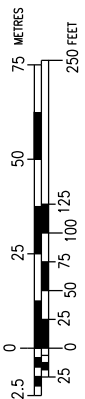


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LEGEND

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- PROPOSED TEMPORARY LAND USE
- PROPOSED TEMPORARY LAND USE (NO IMAGERY)
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- WATERBODY



DESIGN PARAMETERS

- * DESIGNED TO CSA Z662-15
- * DESIGN PRESSURE - 4670 kPa

ENGINEER: BLAIR WARNOCK



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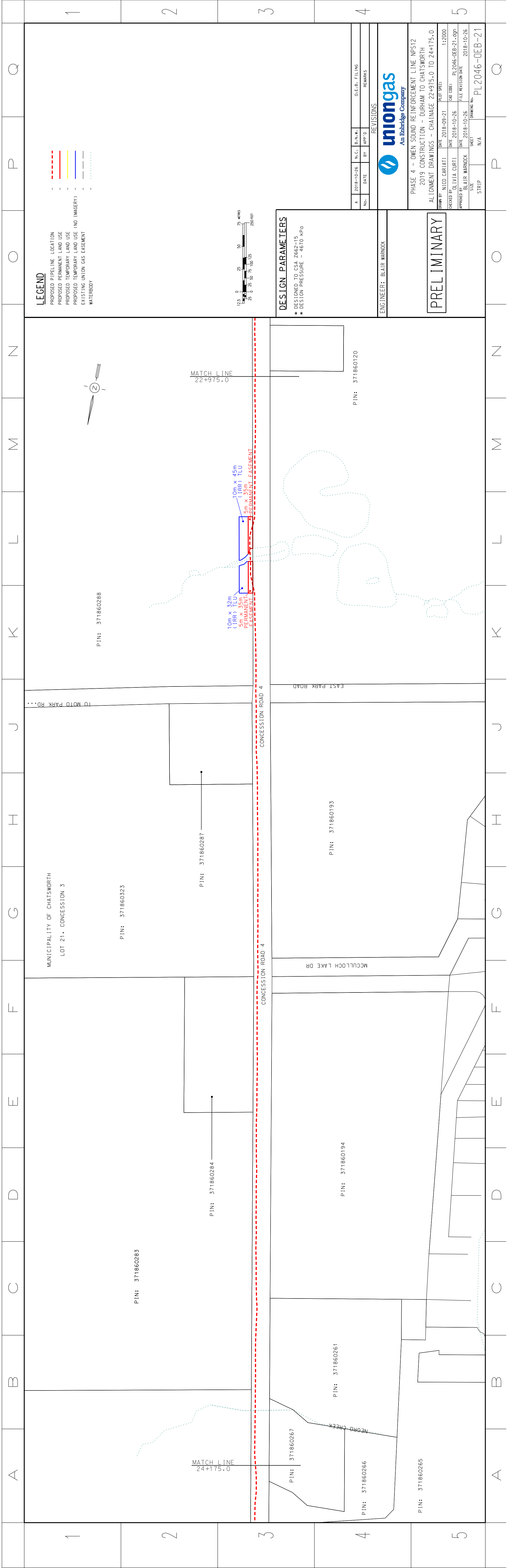
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2019 CONSTRUCTION - DURHAM TO CHATSWORTH

ALIGNMENT DRAWINGS - CHAINAGE 20+600.0 TO 21+775.0

PRELIMINARY

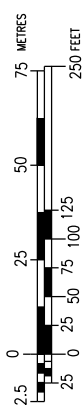
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- - - - - PROPOSED TEMPORARY LAND USE (NO IMAGERY)
- - - - - EXISTING UNION GAS EASEMENT
- - - - - WATERBODY



DESIGN PARAMETERS

- * DESIGNED TO CSA Z662-15
- * DESIGN PRESSURE - 4670 kPa

ENGINEER: BLAIR WARNOCK



REVISIONS

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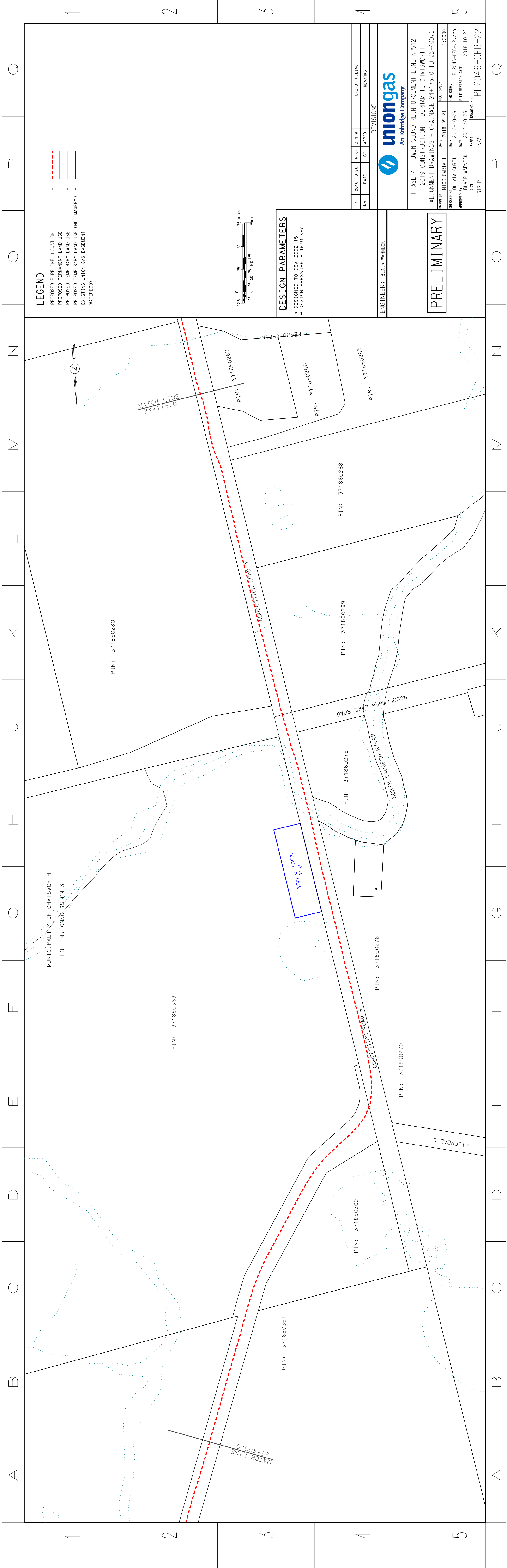
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2019 CONSTRUCTION - DURHAM TO CHATSWORTH

ALIGNMENT DRAWINGS - CHAINAGE 22+975.0 TO 24+175.0

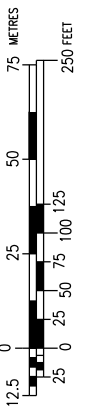
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PL2046-0EB-21



LEGEND

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- PROPOSED PERMANENT LAND USE
- PROPOSED TEMPORARY LAND USE
- PROPOSED TEMPORARY LAND USE (NO IMAGERY)
- EXISTING UNION GAS EASEMENT
- WATERBODY



DESIGN PARAMETERS

- * DESIGNED TO CSA Z662-15
- * DESIGN PRESSURE - 4670 kPa

No.	DATE	BY	N.C.	B.N.W.	O.E.B.	FILING
A	2018-10-26					

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REMARKS					



uniongas
An Enbridge Company

PHASE 4 - OWEN SOUND REINFORCEMENT LINE NPS12
2019 CONSTRUCTION - DURHAM TO CHATSWORTH
ALIGNMENT DRAWINGS - CHAINAGE 24+175.0 TO 25+400.0

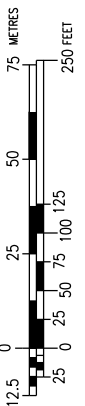
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LEGEND

- PROPOSED PIPELINE LOCATION
- PROPOSED PERMANENT LAND USE
- PROPOSED TEMPORARY LAND USE
- PROPOSED TEMPORARY LAND USE (NO IMAGERY)
- EXISTING UNION GAS EASEMENT
- WATERBODY



DESIGN PARAMETERS

- * DESIGNED TO CSA Z662-15
- * DESIGN PRESSURE - 4670 kPa

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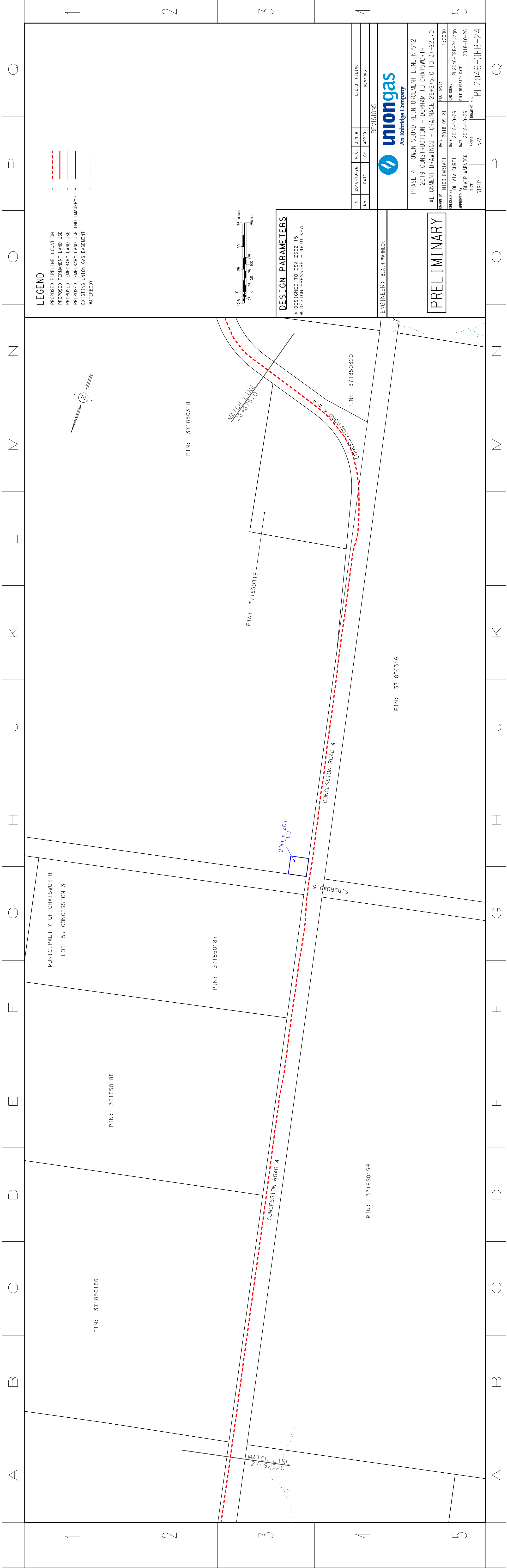


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PHASE 4 - OWEN SOUND REINFORCEMENT LINE NPS12
2019 CONSTRUCTION - DURHAM TO CHATSWORTH
ALIGNMENT DRAWINGS - CHAINAGE 25+400.0 TO 26+675.0

PRELIMINARY

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LEGEND

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- PROPOSED PERMANENT LAND USE
- PROPOSED TEMPORARY LAND USE
- PROPOSED TEMPORARY LAND USE (NO IMAGERY)
- EXISTING UNION GAS EASEMENT
- WATERBODY

DESIGN PARAMETERS

- * DESIGNED TO CSA Z662-15
- * DESIGN PRESSURE - 4670 kPa

ENGINEER: BLAIR WARNOCK



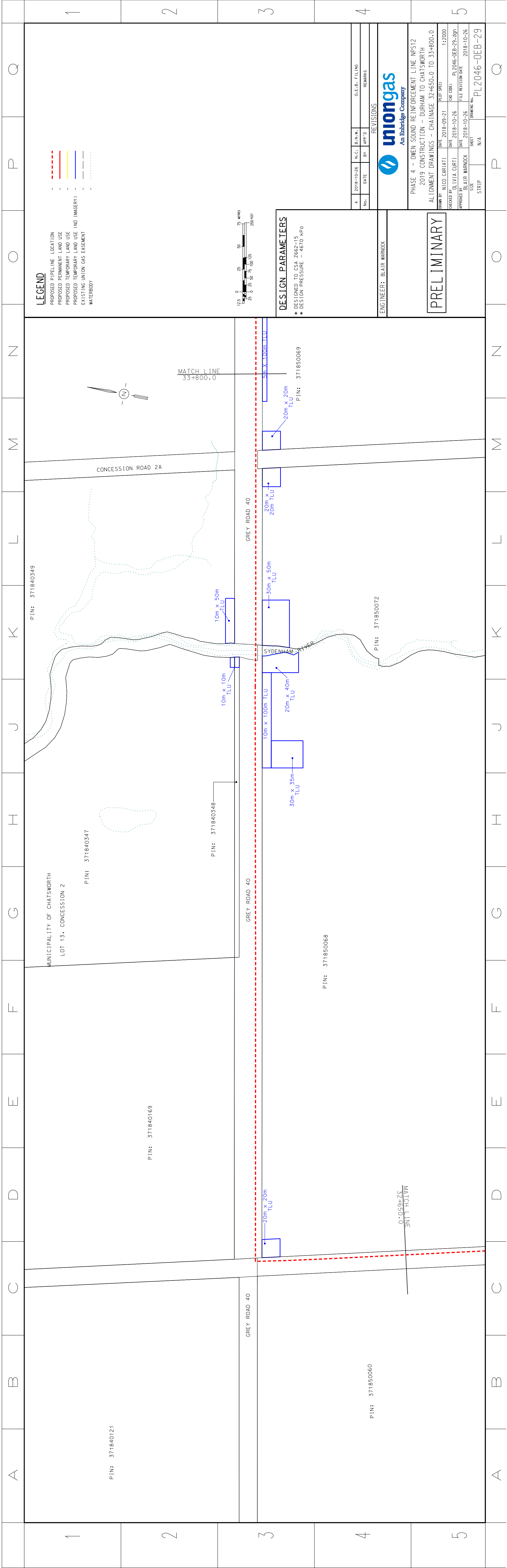
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2019 CONSTRUCTION - DURHAM TO CHATSWORTH

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SIZE	SHEET	2018-10-26			
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PRELIMINARY

PL2046-0EB-24





Corporation of the Municipality of West Grey
Resolution

Moved by: Rob Thompson No. 360-17

Seconded by: Doug Hunter Session: October 16, 2017

WHEREAS Union Gas has been working with the Municipality of West Grey on the development of the Owen Sound Reinforcement project which will provide continued access to reliable and affordable natural gas in the region;

AND WHEREAS Union Gas has conducted a review of potential routes and determined that the preliminary preferred route travels along Municipality of West Grey roadways, as per the proposed map, in the municipal road allowance;

THEREFORE BE IT RESOLVED that the Council of the Municipality of West Grey formally support the application submitted by Union Gas Ltd. to the Ontario Energy Board for the Owen Sound Reinforcement project by way of a letter; and

THAT staff continues to work with Union Gas on the planning of the project route and alignment within the municipal road allowance as discussed to minimize local environmental and social impacts.

I HEREBY CERTIFY THAT THIS
IS A TRUE COPY DATED AT
WEST GREY
THIS 17 DAY OF October, 2017
[Signature]
JAMES MARK TURNER, CLERK
CORPORATION OF THE MUNICIPALITY OF WEST GREY

Carried ✓ Defeated

Mayor Kevin Eccles

John A. Bell
Bev Cutting
Kevin Eccles
Rebecca Hergert
Doug Hutchinson
Carol Lawrence
Rob Thompson

For

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Against

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Declaration of pecuniary interest or the general nature thereof:



TOWNSHIP OF CHATSWORTH

316837 Highway 6, RR 1
Chatsworth, Ontario N0H 1G0

Telephone 519-794-3232 - Fax 519-794-4499

Filed: 2019-08-29

EB-2019-0183

Exhibit E

Schedule 2

Tab 1

Page 2 of 2

January 18, 2018

Union Gas Limited – An Enbridge Company
603 Kumpf Drive
Waterloo ON
N2J 4A4
Attention: Matthew Jackson
Manager, Stakeholder Relations

Dear Mr. Jackson,

The Township of Chatsworth Council passed the following resolution at their regular Council Meeting on January 18, 2018.

Resolution 2018-02-03

WHEREAS Union Gas has been working with the Township of Chatsworth on the development of the Owen Sound Reinforcement project which will provide continued access to reliable and affordable natural gas in the region;

AND WHEREAS Union Gas has conducted a review of potential routes and determined that the preliminary preferred route travels along Township of Chatsworth roadways, as per the proposed map, in the municipal road allowance;

NOW THEREFORE BE IT RESOLVED that the Council of the Township of Chatsworth formally support the application submitted by Union Gas Ltd. to the Ontario Energy Board for the Owen Sound Reinforcement project by way of a letter;

AND FURTHER that staff continue to work with Union Gas on the planning of the project route and alignment within the municipal road allowance as discussed, to minimize local environmental and social impacts.

If you have any questions please don't hesitate to contact me.

Best Regards,

Carolyn Vlieland-Marx, Dipl.M.A.
Deputy Clerk

System Design Criteria for Reinforcement
on the
Owen Sound System

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1.0 DOCUMENT PURPOSE

This document sets out the process, guidelines and criteria used to review the need for reinforcement of the Owen Sound System, and to select the option that best meets system demands.

The process involves examining existing facilities, forecasting system demand, understanding system operating constraints, identifying a range of reinforcement alternatives and selecting the best alternative.

2.0 ASSESSMENT GUIDELINES

The process of developing a facilities reinforcement plan for the Owen Sound System is summarized below.

1. Validate Model
2. Establish current and future system operating criteria
3. Forecast design day demands
4. Assess existing system demands and capacity
5. Identify alternative ways of creating additional capacity
6. Select the best alternative

2.1. Validate Model

The hydraulic model for the system is validated against actual flow conditions to ensure it properly predicts the current demands and system operation.

2.2. Establish Current and Future System Operating Criteria

The Owen Sound System has a number of operating criteria to ensure the system can operate within its constraints:

- Maximum Operating Pressure (MOP) - by code, a pipeline cannot operate in excess of its MOP.
- Minimum Delivery Pressure - the system must meet all required delivery pressures for the customers it services.
- Minimum Inlet Pressure - the upstream pipeline laterals must be able to maintain minimum pressure to supply the downstream demands.

- Peak Hourly Demands – the distribution system must meet the peak hour demands from customers under a design day condition.
- Weather - the majority of the customers served in Union South Rate Zone are heat sensitive and their peak demand occurs on a very cold winter day. Enbridge Gas designs its facilities to meet the demands on a very cold day, defined to be the design day. In this case, the design day temperature is -25.1 degrees Celsius, which is equivalent to a 43.1 degree day (DD). Enbridge Gas has found the likelihood of a 43.1 DD occurring over the course of a winter is a reasonable assumption, with the highest probability of occurrence in mid-January to mid-February.

Current operating criteria may not be the same as future ones. For instance, flow patterns, looping or compression changes on the Dawn-Trafalgar system can impact the inlet pressures available to laterals supplied by that system. Large customers may require higher minimum delivery pressure in the future, adding a constraint to the system.

2.3. Forecast Peak Hourly Demand

The design of a pipeline system must be able to meet the peak hourly demand of the customers served by the pipeline. Future peak hourly demands for a multiyear period are determined using the customer attachment forecast from the Facilities Business Plan (FBP) process and this information is used to determine the future pipeline system design.

The FBP is an internal planning process used by Enbridge Gas for the identification of reinforcement facilities required to support forecasted growth over a specific geographic area. The FBP includes a year-by-year customer attachment forecast of regular rate demands and their location on the system. Based on this forecast, future peak hourly demands are used to develop long term reinforcement plans.

In addition, large customers such as EPCOR South Bruce Gas Inc. (EPCOR) are also taken into account in the FBP, when known.

Based on the FBP forecast, future facilities requirements for both new business and reinforcement can be identified, economically evaluated based on the Board's E.B.O. 134 guidelines, optimized and scheduled to meet the future demands on the system.

2.4. Assess Existing Demands and Capacity

The existing system is reviewed to determine the ability of the existing facilities to meet the demands of current customers. If forecasted demands are not expected to exceed existing capacity, no further action is required within this guideline.

2.5. Identify Alternatives

If the existing facilities do not have sufficient capacity to meet the future demands, then a wide range of alternatives is generated. These may include, but are not limited to:

- upgrading existing laterals;
- upgrading existing stations;
- looping (reinforcing along the existing route) existing pipelines;
- reinforcing through an entirely different pipeline;
- joining two previously independent systems;
- installing compression; or,
- obtaining supply from nearby non-Union Rate Zone pipelines.

2.6. Select Best Alternative

The above alternatives are analyzed during the early stages of a reinforcement plan. All alternatives are given preliminary review for feasibility, and promising ones are organized into a key alternatives list.

Each alternative on the key alternatives list is further evaluated in detail to make a final recommendation for reinforcement.

Criteria for selecting the best alternative include, but are not limited to:

- economics;
- cost;
- construction feasibility;
- environmental impacts;
- number of years of capacity created;
- reliability of supply;
- system integrity benefits; and,
- other benefits or shortcomings.

The resulting best alternative is carried forward for internal and external approvals.

Summary

Although each situation brings its own unique characteristics, the above guidelines set out the principles to be used for assessing the need for reinforcement of a lateral servicing a distribution system at Enbridge Gas.

3.0 CURRENT APPLICATION

This section applies the assessment guidelines as discussed in the Proposed Facilities section of Enbridge Gas's application to the Ontario Energy Board (Board) for reinforcement of the Owen Sound System.

3.1. Facilities

The following section describes the facilities of the Owen Sound System, including the pipelines and delivery locations. A schematic of the Owen Sound System can be found at Exhibit E, Tab 1, Schedule 2.

3.1.1. Pipelines

The Owen Sound System is supplied by two pipelines with a MOP of 6160 kPa off the Dawn-Parkway system. Starting at a common take-off at the Owen Sound Valve Site, the two pipelines supply natural gas to the north. The NPS 16 Kitchener-Waterloo West Line (KWWL) sends gas north to the St. Jacob's station. There is also an NPS 12 line between the Owen Sound Valve Site and Strausburg Station, feeding north towards Kitchener and Waterloo.

3.1.2. Pressure Reducing Stations

At Strausburg Station, there is a pressure reduction to a MOP of 3450 kPa that supplies gas to the cities of Kitchener and Waterloo. At St Jacob's Station, there are two pressure reductions. One is south to a MOP of 3450 kPa, supplying the Kitchener/Waterloo market

as above. The other pressure reduction is to a MOP of 4670 kPa, delivering gas north towards Owen Sound.

On the 4670 kPa MOP system, there are five takeoff points where pressure is reduced to serve laterals. The first is at Fergus First Stage Station, to an outlet MOP of 3170 kPa. The second and third reductions are at Teviotdale Station, which feed a 1900 kPa MOP system and 3450 kPa MOP system. These feed the Listowel and Arthur systems respectively. Another reduction is at Durham Gate Station, to 2960 kPa MOP, which feeds Hanover and Walkerton. The last reduction is to a 3450 kPa MOP at Owen Sound Gate. This feeds into the Owen Sound East system, and also runs towards Collingwood, where it connects into the legacy Enbridge Gas Distribution Inc. system at an exchange point, which is utilized for operational system maintenance under non-peak conditions.

3.2. EPCOR

One of the largest driving forces of this proposed reinforcement is the new contract customer EPCOR, which will serve the Southern Bruce municipalities. The customer will have a contracted firm hourly load of 10,648 m³/hr, and the Owen Sound system will need to supply gas at a pressure of 2275 kPa to the EPCOR station. EPCOR is requesting an in-service date of December 2019.

3.3. Validate Model

The Owen Sound system was validated for Tuesday, March 14, 2017 which was a 29.4 DD. Pressures were verified to within 5% of MOP at SCADA monitored station inlets and contract rate customers. Flows were verified to within 5% of actual flows through SCADA monitored stations.

3.4. Operating Criteria

The following section describes the operating criteria of the Owen Sound system.

3.4.1. Maximum Operating Pressure

The maximum operating pressure (MOP) of the proposed NPS 12 is 4670 kPa. The Owen Sound System constraint resides at the end of the 4670 kPa MOP system, at Port Elgin Station. See system schematic for details.

3.4.2. Minimum Delivery Pressure

The minimum delivery pressure on the Owen Sound system is 700 kPa, however the current constraint point is an 860 kPa minimum inlet at Port Elgin Station on a design day. The elevated minimum inlet is due to Port Elgin Station feeding an outlet MOP of 550 kPa, therefore the 860 kPa minimum inlet must be maintained to ensure gas delivery to customers in Port Elgin. With the addition of forecasted regular rate growth, it is expected that Port Elgin station would see below the minimum 860 kPa inlet pressure on a design day in the winter of 2022/2023 without the addition of the EPCOR customer. With the addition of the EPCOR customer, the Owen Sound system cannot meet the minimum inlet pressures into Port Elgin, therefore reinforcement is required. The reinforcement would be required in 2019 in order to serve the full firm EPCOR load. However, the Owen Sound System will be able to meet the minimum inlet pressure into Port Elgin Station and all other downstream requirements for 2019/2020 winter based on the EPCOR customer year 1 load forecasts. The reinforcement will be installed in 2020, allowing the Owen Sound System to serve the full firm EPCOR load starting winter 2020/2021.

3.5. Identify Reinforcement Alternatives

Enbridge Gas considers a broad range of alternatives during the development of a reinforcement plan. These alternatives are investigated at varying levels of detail depending upon their feasibility. The following alternatives were identified and assessed for the Owen Sound System reinforcement. Please note that in all alternatives below, the growth mentioned is regular rate organic growth on top of the EPCOR contract customer load driving this project, which is also accounted for.

3.5.1. Installing a Different Diameter Pipeline

Enbridge Gas reviewed whether a 30.5 km NPS 16 pipeline was adequate to serve the forecasted growth on the Owen Sound system. This option provided three years of regular rate growth prior to violating the minimum inlet constraint at Port Elgin. This option was not chosen as increasing the pipeline to NPS 16 would result in increased installation and materials costs relative to the 34.2 km NPS 12 project.

Enbridge Gas reviewed whether a 40 km NPS 10 pipeline was adequate to serve the forecasted growth on the Owen Sound System. This option provided three years of regular rate growth prior to violating the minimum inlet constraint at Port Elgin. This option was not preferred as this project would have increased installation and material cost relative to the NPS 12 project.

3.5.2. Upgrading the MOP of portions of the system

The NPS 12 3450 kPa main between Strausburg and Waterloo was pressure tested to a MOP of 6160 kPa. This is also the case for the NPS 12 4670 kPa looping between St Jacob's Station and Teviotdale Station. This alternative involved upgrading both the above mains to a MOP of 6160 kPa. Two new stations would have been required at Kitchener and Waterloo in order to reduce the new 6160 kPa pressure to 3450 kPa MOP. A new station would also have been installed at Teviotdale in order to reduce the pressure from 6160 kPa MOP to 4670 kPa MOP. The Strausburg and St Jacobs stations would have been bypassed in order to allow the high pressure gas to flow north. Finally, the pressure reduction at St Jacobs Station to the 3450 kPa MOP system would have been abandoned, removing load off the KWWL line and allowing more gas to travel further north. The alternative also required 13.8 km of new NPS 12 4670 kPa piping reinforcement out of Durham Gate in order to provide approximately three years of regular rate growth on the system. However, this approach would have involved running 6160 kPa main through a High Consequence Area (HCA) in the Kitchener and Waterloo area, introducing an additional risk, while being comparable in cost to the looping option.

3.5.3. Installing Compression

A preliminary analysis was completed for a compressor option, but the utilization will vary due to location of regular rate growth each year changing winter peaking conditions. Maintenance costs for a compressor are significantly higher than a new pipeline due to its complex mechanical nature. This option was not pursued further as the cost of the compressor facility itself was comparable to the proposed piping cost, but the unit was expected to cost upwards of \$500,000 annually in maintenance and fuel.

3.5.4. Joining Two Previously Unconnected Systems

Apart from the Grey County exchange point connection at Collingwood to the legacy Enbridge Gas Distribution system, there are no other nearby systems which can be connected to the Owen Sound system in order to gain any capacity. Large diameter mains on the Hensall system are approximately 43 km away, and that system also operates at a lower MOP (3450 kPa) than the Owen Sound System.

3.5.5. Installing a Longer Reinforcement Project

Enbridge Gas reviewed a 36 km loop, versus the current proposed 34.2 km loop. This option was not preferred as the 36 km project would have resulted in increased installation costs for less than a year of extra capacity when compared to the 34.2 km option. The tie-in point for this scenario was also determined to be in an environmentally sensitive area, and was therefore rejected as a solution.

3.5.6. Looping in a Different Location

Enbridge Gas reviewed various alternative looping locations, including:

- Lift and lay the NPS 8 4670 kPa MOP pipeline from between Teviotdale Station and Durham Gate Station with NPS 12 4670 kPa MOP steel
- Looping the NPS 16 6160 kPa MOP KWWL pipeline from the Owen Sound Valve Site towards St Jacob's Station

Lifting the NPS 8 and laying an NPS 12 between Teviotdale Station and Durham Gate involved replacement of approximately 39 km of pipe and provided less growth. Looping the NPS 16 KWWL line south of St Jacobs has a very limited effect on pressures at Port Elgin since the piping north of St. Jacobs at a lower MOP is the system constraint. This is because the outlet pressures at the St Jacobs station are currently sustainable, therefore increasing upstream pressures with pipe do not improve the north end of the system at this time.

3.5.7. Obtaining Supply from Nearby Non-Enbridge Pipelines

The only nearby pipeline system is the legacy Enbridge Gas Distribution system from Barrie to Collingwood, to which this system is already connected. This connection, called the Grey County Exchange, is meant to help feed either legacy utility in cases of emergency and for operational maintenance under non-peak conditions. There is currently no significant available capacity at the exchange on a design day. Therefore, this option was not pursued further.

3.5.8. Selection of Best Alternative

Enbridge Gas proposes that the best alternative, of all considered, is to build 34.2 km of NPS 12 pipeline loop with a MOP of 4670 kPa to reinforce the Owen Sound system. Enbridge Gas proposes to construct the pipeline from the intersection of County Road 4 and Hutton Hill Road to the intersection of Grey County Road 40 and the existing NPS 10 main, west of Provincial Highway 6. This looping will support three years of growth on the Owen Sound System, after accounting for the EPCOR customer load.

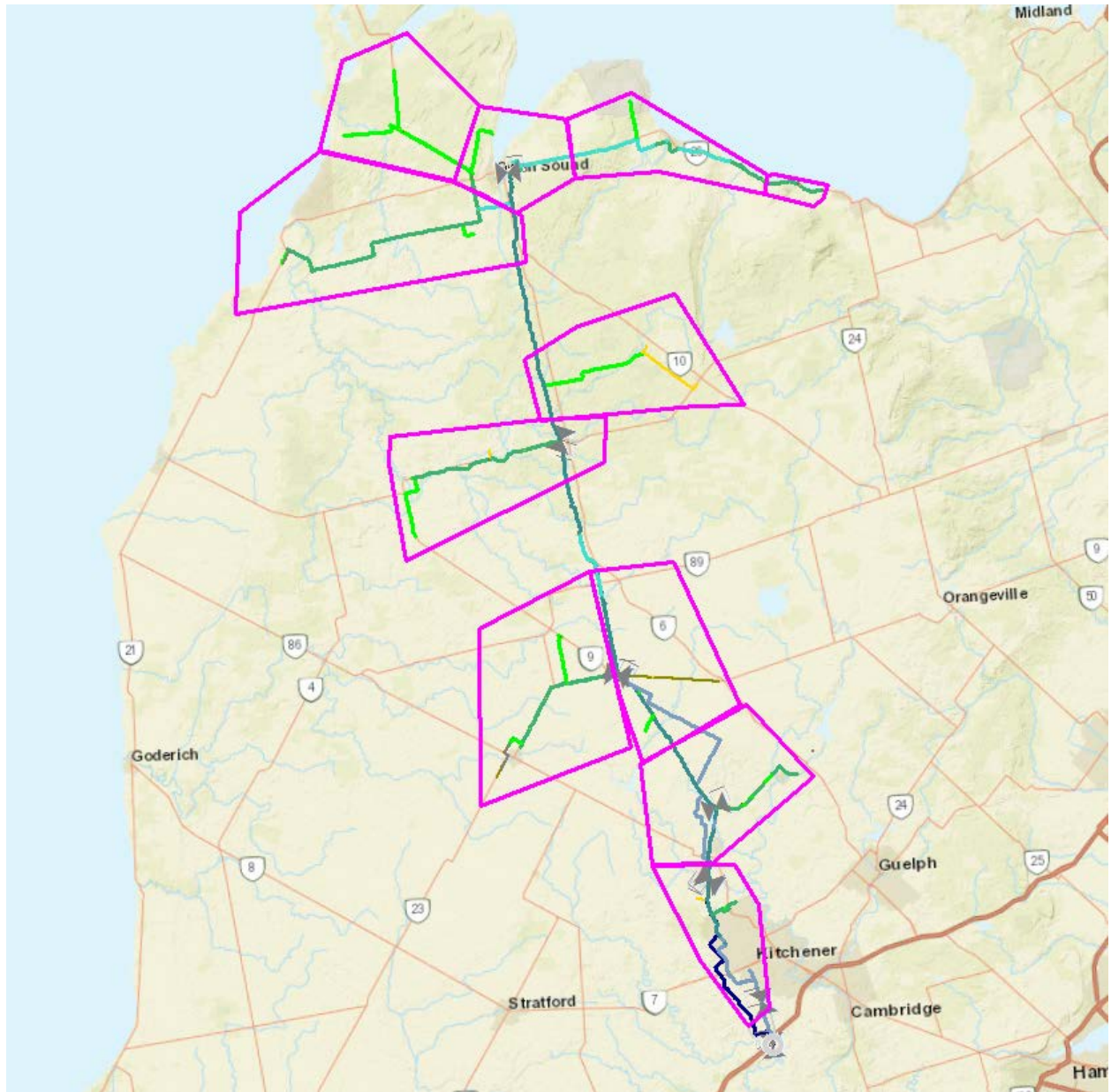
3.5.9. Summary

Enbridge Gas reviewed a number of alternatives mentioned in section 3.6. The alternative Enbridge Gas proposes will enable Enbridge Gas to connect all forecasted loads for generic growth on the system. It will also allow Enbridge Gas to meet the demands of the EPCOR customer, while maintaining pressure into Port Elgin station and the north end of the system. The alternatives are summarized in Exhibit E, Tab 3, Schedule 4.

4.0 CONCLUSION

Enbridge Gas used a number of criteria to review the need for reinforcement of the Owen Sound System. The process involves examining existing facilities, forecasting system demand, and understanding system operating criteria in order to identify a number of reinforcement alternatives. These alternatives are then investigated at varying levels of detail depending upon project feasibility including engineering, cost, and environmental considerations and security of supply.

Owen Sound Transmission FBP Area Map



CUSTOMER FORECAST SUMMARY

Forecasted attachments based on 10 year historical averages:

Regular Rate Attachments on Owen Sound System					
Residential	Total Attachments	2019	2020	2021	2022
New	7036	1759	1759	1759	1759
Commercial	Total Attachments	2019	2020	2021	2022
Small	632	158	158	158	158
Large	92	23	23	23	23
Industrial	Total Attachments	2019	2020	2021	2022
Small	12	3	3	3	3
Large	20	5	5	5	5

Summary of Alternatives

Alt #	Alternative Description	Price (millions)*	Rationale
	<u>Proposed Project</u> Install 34.2km NPS 12 reinforcement Durham Gate station to Grey County Road 40.	\$60.1	This length of pipe and diameter provides three years growth capacity equivalent to the other alternatives but at the most cost effective price.
Alt 1	Install 30.5 km NPS 16 pipeline from Durham Gate station to Sideroad 4B	\$87.0	Provides similar capacity but at a higher price than the chosen alternative.
Alt 2	Install 40 km NPS 10 pipeline from Durham Gate Station to Grey Road 16.	\$66.0	Provides similar capacity but at a higher price than the chosen alternative.

*excluding indirect overheads

Other alternatives considered and rejected in early analysis

Alt #	Alternative Description	Rationale
Alt 3	MOP Upgrade NPS 12 main between Strausburg and Waterloo to 6160 kPa. MOP Upgrade NPS 12 main between St Jacobs and Teviotdale Transmission to 6160 kPa. Install new Transmission stations at Kitchener, Waterloo and Teviotdale. Lay 13.8 km of new NPS 12 4670 kPa MOP main out of Durham Gate ending at Welbeck Rd	Provides similar capacity but at a higher price, and also with additional risk of running higher MOP main through built up areas of Kitchener and Waterloo.
Alt 4	Compression – install two new AERIAL 1200 HP compressors at Mount Forest Gate Station	Comparable cost to the pipe reinforcement, but with additional annual O&M costs.
Alt 5	Joining two previously unconnected systems	Large diameter mains on the closest system are approximately 43 km away and are at a lower MOP.
Alt 6	Installing a longer reinforcement project	Installing an additional 2km of looping to the next logical tie-in point would not have added a full year of extra growth
Alt 7	Looping in a different location – lift 39 km of NPS 8 main between Teviotdale Transmission and Durham Gate stations and lay NPS 12 main	Longer distance of pipe replacement while providing less capacity.
Alt 8	Looping in a different location – 11km of NPS 16 6160 kPa looping south of St Jacobs	Reinforcement upstream of St. Jacob's Station does not provide significant capacity benefit on the system at this time.
Alt 10	Obtaining supply from other nearby pipelines – Enbridge Gas Distribution at Collingwood	Enbridge Gas system in Barrie/Collingwood does not have any significant capacity at this time on a design day.

TOTAL ESTIMATED PROJECT COSTS

Owen Sound Reinforcement	Total
Materials	\$5,518,000
Construction and Labour	\$46,343,000
Contingencies	\$7,439,000
Interest During Construction	\$770,000
Indirect Overhead	<u>\$8,895,000</u>
Total Estimated Project Capital Costs	\$68,965,000
Contribution in Aid of Construction	<u>\$ (5,340,000)</u>
Net Estimated Project Capital Costs	\$63,625,000

(37,742)

Profitability Index	By Year PI	Project PI
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Project NPV

[illegible]

Project NPV

[illegible]

**Owen Sound Reinforcement
InService Date: Nov-01-2020**

[illegible]

Owen Sound Reinforcement InService Date: Nov-01-2020 (Project Specific DCF Analysis)			
Stage 1 DCF - Listing of Key Input Parameters, Values and Assumptions (\$000'S)			
Discounting Assumptions			
Project Time Horizon		40 years commencing at facilites in-service date of Nov 1, 2020	
Discount Rate		Incremental weighted average after tax cost of capital of 5.12%	
Key DCF Input Parameters, Values and Assumptions			
Net Cash Inflow:			
Incremental Revenue:			
Transmission portion of customer rates		4.43100 \$/GJ/month applied to M17 contract demand 0.01953 Transmission Margin \$ / M3 consumed applied to general service demands	
Operating and Maintenance Expense		Estimated incremental cost	
Incremental Tax Expenses:			
Municipal Tax		Estimated incremental cost	
Income Tax Rate		26.50%	
CCA Rates:			
CCA Classes:		CCA Class	CCA Rate
Land Rights		14	5%
Steel Mains		49	8%
		Declining balance rates by CCA class Accelerated CCA (Bill C-97) included.	
Cash Outflow:			
Incremental Capital Costs Attributed		Indirect overhead costs not included Refer to DCF Schedule 4	
Change in Working Capital		5.051% applied to O&M	

InService Date: Nov-01-2020

[illegible]

Calculation of Revenue (Transmission Margins)

Owen Sound Reinforcement
InService Date: Nov-01-2020
Line Project Year (\$000's)

	11	12	13	14	15	16	17	18	19	20
M17 Methodology: Total CD * 12 * Transmission Margin										
1	4.4310									
2	8,863	8,863	8,863	8,863	5,375	5,375	5,375	5,375	5,375	5,375
3	\$ 471	\$ 471	\$ 471	\$ 471	\$ 286	\$ 286	\$ 286	\$ 286	\$ 286	\$ 286
General Service Transmission Margin = Volumes * Transmission Margin										
4	0.01953									
5	24,954	24,954	24,954	24,954	24,954	24,954	24,954	24,954	24,954	24,954
6	\$ 487	\$ 487	\$ 487	\$ 487	\$ 487	\$ 487	\$ 487	\$ 487	\$ 487	\$ 487
7	\$ 959	\$ 959	\$ 959	\$ 959	\$ 773	\$ 773	\$ 773	\$ 773	\$ 773	\$ 773

InService Date: Nov-01-2020

M17 Methodology: Total CD * 12 * Transmission Margin

[illegible]

InService Date: Nov-01-2020

M17 Methodology: Total CD * 12 * Transmission Margin

3 Transmission Margin

5 Volume 10^3 M^3

7 Total Transmission Margin

[illegible]

Stage 2 (Customer Fuel Savings) Data for Owen Sound Reinforcement

Line	<u>Assumptions</u>				<u>Fuel Mix in the Event Gas is Not Available</u>		
	(a)	(b)	(c)	(d)=(b)-(c)	(e)	(f)=(d)*(e)	
			Gas			General Service	
	Fuel Prices	\$/m ³	\$/m ³	Diff \$/m ³		Fuel Mix	Wt Ave Diff \$/ M ³
	Heating Oil	1.19	0.13	1.06	Heating Oil	20%	0.212
	Number 6 Oil	0.53	0.13	0.40	Number 6 Oil	-	-
	Diesel	0.93	0.13	0.80	Diesel	-	-
	Propane	1.00	0.13	0.87	Propane	50%	0.436
	Electricity	0.89	0.13	0.76	Electricity	30%	0.228
					Total %	100%	
					Weighted Savings \$/m ³		0.876

Gas and alternative fuel prices are the average posted prices for the 12 month period ending December 2018
Prices in the table are before the added cost of Carbon.

Carbon Prices

The cost of carbon is added to the price of each fuel in above table

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	
Cost per tonne	\$20	\$30	\$40	\$50	\$50	\$50	\$50	
	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>	<u>2032</u>	
Cost per tonne	\$50	\$50	\$50	\$50	\$50	\$50	\$50	Future Yrs at cost \$50

Calculation for Stage 2 Incremental Energy Demand

	Estimated Energy Demand with Pipeline Built
Equals	Potential annual energy demand (for Stage 2 calculations)
Times	Weighted Average Savings per M3
Equals	Annual Fuel Savings: Natural Gas Vs Alt Fuels

Discount Rate for Net Present Values 4.0%

Length of Term for Fuel Savings

Stage 2 estimated based on 20 years and 40 years

Present Value of Customer Fuel Savings

For conservatism, the NPV is assessed over 20 years with sensitivity at 40 years

Figures in \$ Millions	20 Years	40 Years
General Service Fuel Savings	269	405

NPV Fuel Savings Range from \$269 million over 20 yrs to \$405 million over 40 yrs

Owen Sound Reinforcement
Economic Benefits from Infrastructure Spending

Figures in \$ Millions

Line No	Description	Capex Spend Out of Country	Capex Spend within Ontario	Capex Spend within Canada Excluding Ontario	Capex Total * (d)= sum (a-c)	
		(a)	(b)	(c)		
1	Proposed Facilities	\$ 1	\$ 54	\$ 6	\$ 60.1	
2						
3	% of Total Spend	1%	89%	9%	100%	Line 1 /Total Line 1 Col (d)
4						
5	GDP					
6	GDP Factor		1.14			
7	GDP Impact \$ Millions		\$ 61			Line 1 * Line 6
8						
9	Employment (Jobs)					
10	Jobs Factor		16.7			
11	Jobs Created		894			Line 1 * Line 10
12						
13	Taxes Paid by Enbridge Gas					
14	Property Tax		\$ 4			Source: NPV DCF
15	Provincial Income Tax		\$ 6			Source: NPV DCF
16	Total Provincial Taxes		\$ 10			
17	Federal Income Tax		\$ 4			Source: NPV DCF
18	Total Taxes Paid		<u>\$ 14</u>			
19						
20	Total Value to Ontario					
21	GDP Impact \$ Millions		\$ 61			Line 7
22	Total Provincial Taxes		\$ 10			Line 16
23	NPV Total Value to Ontario		<u>\$ 71</u>			

* excludes indirect overheads

DESIGN AND PIPE SPECIFICATIONS

Design Specifications: NPS 12

Class Location (existing)	-	Class 1 and 2
Design Class Location	-	Class 2
Maximum Design Pressure	-	4670 kPa
Maximum Operating Pressure	-	4670 kPa

Pipe Specifications:

Size	-	NPS 12
Outside Diameter	-	323.9 mm
Wall Thickness	-	4.8 mm (minimum)
Grade	-	359 MPa (minimum)
Description	-	CSA Standard Z245.1 or API 5L
Category	-	Cat. I

GENERAL TECHNIQUES AND METHODS OF CONSTRUCTION

1. Pipeline construction is a linear activity using many specialized crews that act like a mobile assembly line. Each crew performs a different function with a finished product (new pipeline) left behind when the work is complete.
2. Enbridge Gas will perform inspection activities during construction to ensure the Contractor meets its contractual obligations.
3. Ontario regulations for labour and traffic management will be utilized during construction to maintain a safe worksite for the public. This will include the use of fences, barricades, signs or flashers, or to use flag persons as may be appropriate, around any excavations across, along or near a road.
4. The right-of-way ("RoW") is prepared for the construction of the pipeline. The first activity is typically the survey and staking, which delineate the boundaries of the RoW and temporary work areas. When required, bushes, trees and crops are removed along the RoW. Clearing is typically completed during the winter to avoid avian nesting or bat roost concerns. If clearing cannot be completed to avoid these concerns then the appropriate specialists will be employed to provide guidance on how to clear, to mitigate these concerns and work within any relevant regulations or permit conditions.
5. The RoW is graded to allow for access by construction equipment. This will involve constructing approaches through road and railway ditches to allow access of equipment and personnel onto the RoW. Temporary roads will be constructed through wet areas to minimize impacts to wetlands and access to the RoW. On agricultural property the grading crew will strip topsoil to be stored and returned during clean-up. In hilly terrain, the grade is leveled to provide a stable working surface.

6. The pipe is then placed along the portion of the RoW on supports adjacent to the proposed trench area in a process called stringing. The pipe is placed on supports to prevent damaging the pipe coating and to prevent the pipe sections from moving or rolling.
7. The pipe sections that have been placed along the RoW are then joined together by welding into longer continuous lengths. The pipe welds are non-destructively tested by ultrasonically and/or radiographically examining them, then they are coated.
8. The next activity is to create a trench to install the joined sections of pipe. The trench is excavated along the RoW using a trenching machine or hoe excavator. The size of the trench is large enough to accommodate the pipe installation and to manage the soil conditions in the area. Accesses across the running line such as laneways and driveways are left unexcavated to avoid inconvenience to the property user and are only opened to achieve a 'just in time' installation of the pipeline after coordinating with the property user. In some circumstances this may require a temporary bridge for the laneway or driveway. Any tiles cut during the trenching activity will be flagged for repair.
9. Bedrock will be removed by mechanical methods such as excavators using a rock bucket or a 'hoe ram' or with controlled blasting methods.
10. Concurrent to trenching, the contractor will have separate crews install the pipe at road, railway and large watercourse crossings. The installation of the pipeline can be accomplished by using trenchless methods or by trenching as appropriate based upon permits and geotechnical conditions.
11. The joined sections of pipe are then lowered into the trench. Once the pipe has been lowered into the trench subsoil is placed back into the trench as part of the backfilling operation. If the subsoil contains too much rock for direct backfilling, it

may be sifted to separate the fine parts from the rock. If such separation is not possible due to the consistency of the material or if large quantity of rock remains, the unsuitable materials will be hauled away and sand brought in for backfilling.

12. The tie-in crew is responsible for the installation of pipe across accesses and laneways to minimize the length of time that these accesses are unavailable to the property user. The tie-in crew is also responsible for the pipeline installation at most watercourse crossings.
13. Once the pipeline has been joined through welding, lowered and backfilled it is ready to be hydrostatically tested. The hydrostatic test is used to confirm both the quality of the construction installation but also the integrity of the steel used in making the pipe. Passing the hydrostatic test means the pipeline is ready to be put into service.
14. Restoration is the last part of the linear pipeline activity in the mobile assembly line process mentioned at the start. Restoration returns the land as close as possible to the original state. On farmland, it prepares the subsoil on the stripped portion of the RoW by removing compaction from the soil and picking stones from the surface. The trench line is crowned with enough subsoil to allow for settlement. Excess subsoil is removed to an acceptable location on the landowner's property or hauled to a disposal site. Topsoil is then replaced. Restoration will also repair fences, pick debris, replace sod in landscaped areas and seed sensitive areas such as grass areas, ditch banks and stream crossings. Tree planting will also occur as part of restoration.
15. When restoration is complete, the landowner with impacted areas caused by construction is consulted on the restoration and confirms they are satisfied with restoration by signing an acknowledgement that is kept on file. This acknowledgement does not release Enbridge Gas from its obligation for future tile

repairs, compensation for damaged and/or further restoration as required due to erosion or subsidence directly related to the pipeline construction.

Owen Sound Phase IV Reinforcement Project Schedule

[illegible]

File #	PIN	NAME & ADDRESS	PROPERTY DESCRIPTION	PERMANENT EASEMENT Dimensions (Metres) Area Hectares				TEMPORARY EASEMENT Dimensions (Metres) Area Hectares				MORTGAGE, LIEN/LEASE &/OR ENCUMBRANCES	REMARKS
				Length	x	Width	Hectares	Length	x	Width	Hectares		
OS 1	37317-0087		PT LT 57-58 CON 2 WGR BENTINCK AS IN R557374 LYING E OF SAUGEEN RIVER, S/T GS47081, S/T GS47041; S/T GS75043, GS75044; WEST GREY	45.72	x	9.14	0.042 - FEE 0.072 - FEE 0.764	60.97	x	13.7	0.084		
				47.24		15.24		27.155		19.39	0.019		
				508.82				283.79		5	0.085		
								39.83		30	0.076		
OS 2	37317-0086		PT LT 57-58 CON 2 WGR BENTINCK AS IN R557374 LYING W OF SAUGEEN RIVER; WEST GREY	234.803	x	15	0.352	188.44	x	5	0.095		
								50.405		30	0.152		
								140.868		25.38	0.071		
OS 3	37317-0089		PT LT 57 CON 2 WGR BENTINCK AS IN GS44781 MUNICIPALITY OF WEST GREY					24.56	x	35.49	0.089		
								10		28.67	0.029		
OS 4	37317-0076		PT LT 57-58 CON 2 WGR BENTINCK AS IN R484177; S/T EXECUTION 07-0000177, IF ENFORCEABLE; WEST GREY	15.249	x	15	0.024	15.249	x	5	0.008		
OS 5	37317-0085		PT LT 57 CON 2 WGR BENTINCK AS IN R474785; WEST GREY	148.716	x	15	0.223	165.312	x	5	0.083		
OS 6	37317-0083		PT LT 56 CON 2 WGR BENTINCK PT 2 17R2372 & PT 8 17R3425; WEST GREY					20	x	21	0.041		
OS 7	37317-0406		PT LT 56 CON 2 WGR BENTINCK PT 1 16R8372, PT 5 17R3425, EXCEPT PT 1 16R9996 MUNICIPALITY OF WEST GREY					IRR	x	IRR	0.019		
OS 8	37317-0405		PT LT 56 CON 2 WGR BENTINCK PTS 1 & 2 16R9996 MUNICIPALITY OF WEST GREY	120.01	x	5	0.062	IRR	x	IRR	0.012		
OS 9	37220-0140		PT LT 56 CON 3 WGR BENTINCK PT 1, 16R7069; WEST GREY					20	x	20	0.041		
OS 10	37219-0185		LT 52 CON 3 WGR BENTINCK; PT LT 53, 51 CON 3 WGR BENTINCK AS IN GS161377; WEST GREY					50	x	30	0.15		
OS 11	37222-0075		LT 51 CON 2 WGR BENTINCK; S/T GS46675; WEST GREY					IRR	x	20	0.048		
								63.046		20	0.062		
OS 12	37222-0074		W 1/2 LT 50 CON 2 WGR BENTINCK; WEST GREY					33.809	x	20	0.067		
OS 13	37219-0192		PT LT 50-51 CON 3 WGR BENTINCK PT 1 16R6495; WEST GREY					49.74	x	10	0.049		
OS 14	37219-0196		PT LT 49 CON 3 WGR BENTINCK AS IN GS157307; WEST GREY					50	x	30	0.15		
OS 15	37222-0072		PT LT 49 CON 2 WGR BENTINCK AS IN R390129; WEST GREY					20	x	20	0.04		
OS 16	37222-0062		PT LT 43 CON 2 WGR BENTINCK AS IN R363927; WEST GREY					IRR	x	IRR	0.121		
OS 17	37222-0059		W 1/2 LT 41-42 CON 2 WGR BENTINCK EXCEPT GS87318; S/T DEBTS IN R359549; S/T BE20500; WEST GREY					50	x	10	0.051		
								80		30	0.240		
OS 18	37222-0054		LT 38 CON 2 WGR BENTINCK; PT LT 37, 36 CON 2 WGR BENTINCK AS IN R500959; S/T LIFE INTEREST IN GS175763; S/T GS46677; WEST GREY					40	x	10	0.04		
OS 19	37222-0053		PT LT 36 CON 2 WGR BENTINCK PT 1, 2 17R2416; WEST GREY					20	x	20	0.041		
OS 20	37223-0140		LT 35 CON 2 WGR BENTINCK; S/T GS46711; WEST GREY					20	x	20	0.041		
OS 21	37223-0112		PT LT 29 CON 2 WGR BENTINCK AS IN GS82327; WEST GREY					20	x	30	0.061		
OS 22	37223-0106		PT LT 28 CON 2 WGR BENTINCK AS IN GS105031; S/T GS46681; WEST GREY					40	x	10	0.041		
OS 23	37223-0102		LT 26 CON 2 WGR BENTINCK; WEST GREY					40	x	10	0.04		

OS 24	37223-0154		PT LT 21 CON 2 WGR BENTINCK AS IN R561595, LYING SW OF BE1334, DESCRIPTION MAY NOT BE ACCEPTABLE IN FUTURE AS IN R561595, S/T R389096, S/T DEBTS IN R389704; WEST GREY						20	x	20	0.033			
OS 25	37223-0067		PT LT 21 CON 2 WGR BENTINCK AS IN R561595, LYING NE OF BE1334, DESCRIPTION MAY NOT BE ACCEPTABLE IN FUTURE AS IN R561595, S/T R389096, S/T DEBTS IN R389704; S/T GS47065; WEST GREY						20	x	20	0.033			
OS 26	37223-0060		LT 17-18 CON 2 WGR BENTINCK; S/T GS47080; WEST GREY						40.063 40.278	x	20 20	0.084 0.080			
OS 27	37218-0113		LT 17 CON 3 WGR BENTINCK; S/T BE20723; WEST GREY						35	x	10	0.035			
OS 28	37224-0083		LT 8 CON 2 WGR BENTINCK; S/T GS46684; WEST GREY						20 40	x	20 10	0.041 0.040			
OS 29	37224-0077		LT 4 CON 2 WGR BENTINCK; S/T GS46893; WEST GREY						23.27	x	10	0.024			
OS 30	37224-0076		LT 3 CON 2 WGR BENTINCK; PT LT 1-2 CON 2 WGR BENTINCK AS IN BE21173 EXCEPT PT 1 - 3 17R2754; S/T GS52327; WEST GREY						36.75	x	10	0.037			
OS 31	37224-0055		PT LT 1 CON 3 WGR BENTINCK AS IN GS147666 EXCEPT PT 14 16R6961; WEST GREY	20	x	20	0.041 - FEE		46.057	x	5	0.023			
OS 32	37224-0054		PT LT 1 CON 3 WGR BENTINCK PT 3, 4, 6, 8 17R3094; WEST GREY						20 97.341	x	20 5	0.040 0.049			
OS 33	37187-0082		PT LT 30 CON 3 SULLIVAN AS IN R350343; CHATSWORTH						30	x	5	0.015			
OS 34	37187-0099		PT LT 25 CON 3 SULLIVAN PT 1 16R633; CHATSWORTH						20	x	20	0.041			
OS 35	37186-0294		S 1/2 LT 24 CON 3 SULLIVAN S/T INTEREST IN R138832; CHATSWORTH						20 20	x	20 20	0.04 0.04			
OS 36	37186-0288		LT 22-23 CON 3 SULLIVAN; CHATSWORTH						40 30	x	10 10	0.039 0.032			
OS 37	37186-0280		PT LT 20 CON 3 SULLIVAN AS IN R540724; CHATSWORTH						50	x	30	0.151			
OS 38	37185-0363		PT LT 19 CON 3 SULLIVAN; PT RDAL BTN LT 18 AND LT 19 SULLIVAN CLOSED BY R128280 PT 2 & 6 16R7636 & PT 1 16R8572; CHATSWORTH						100	x	30	0.3			
OS 39	37185-0318		PT LT 16 CON 3 SULLIVAN AS IN R493561 TOWNSHIP OF CHATSWORTH						20	x	20	0.04			
OS 40	37185-0187		PT LT 15 CON 3 SULLIVAN PT 10 16R3859; CHATSWORTH						20	x	20	0.04			
OS 41	37185-0183		PT LT 14 CON 3 SULLIVAN AS IN R95648; CHATSWORTH						20 20	x	20 20	0.041 0.041			
OS 42	37185-0184		PT LT 14 CON 3 SULLIVAN AS IN R213523; CHATSWORTH						30	x	9.146	0.027			
OS 43	37185-0162		PT LT 14 CON 4 SULLIVAN AS IN R539372 & R298432 EXCEPT PT 1 16R6849; S/T R189552; CHATSWORTH						20 14	x	30 40	0.060 0.056			
OS 44	37185-0168		PT LT M CON 3 SULLIVAN AS IN R369417; CHATSWORTH	34.497 35	x	5 5	0.017 0.018		20 20 20	x	25 30 20	0.153 0.129 0.040			
OS 45	37185-0166		PT LT M CON 4 SULLIVAN AS IN R470845; CHATSWORTH						20	x	10	0.02			
OS 46	37185-0113		PT LT L CON 3 SULLIVAN AS IN R340585 EXCEPT PT 1 & 2 16R8658; S/T R86497; CHATSWORTH						20	x	20	0.04			

PIPELINE EASEMENT

(hereinafter called the "Easement")

Between [redacted]
(hereinafter called the "Transferor")

and

ENBRIDGE GAS INC
(hereinafter called the "Transferee")

This is an Easement in Gross.

WHEREAS the Transferor is the owner in fee simple of those lands and premises more particularly described as:

PIN: [redacted]

Legal Description: [redacted]

(hereinafter called the "Transferor's Lands").

The Transferor does hereby GRANT, CONVEY, TRANSFER AND CONFIRM unto the Transferee, its successors and assigns, to be used and enjoyed as appurtenant to all or any part of the lands, the right, liberty, privilege and easement on, over, in, under and/or through a strip of the Transferor's Lands more particularly described as:

BEING THE PIN/PART OF THE PIN:

Legal Description: [redacted] (hereinafter called the "Lands") to survey, lay, construct, maintain, brush, clear trees and vegetation, inspect, patrol, alter, remove, replace, reconstruct, repair, move, keep, use and/or operate one pipeline for the transmission of Pipeline quality natural gas as defined in The Ontario Energy Board Act S.O. 1998 (hereinafter called the "Pipeline") including therewith all such buried attachments, equipment and appliances for cathodic protection which the Transferee may deem necessary or convenient thereto, together with the right of ingress and egress at any and all times over and upon the Lands for its servants, agents, employees, those engaged in its business, contractors and subcontractors on foot and/or with vehicles, supplies, machinery and equipment for all purposes necessary or incidental to the exercise and enjoyment of the rights, liberty, privileges and easement hereby granted. The Parties hereto mutually covenant and agree each with the other as follows:

1. In Consideration of the sum of [redacted] (hereinafter called the "Consideration"), which sum is payment in full for the rights and interest hereby granted and for the rights and interest, if any, acquired by the Transferee by expropriation, including in either or both cases payment in full for all such matters as injurious affection to remaining lands and the effect, if any, of registration on title of this document and where applicable, of the expropriation documents, subject to Clause 12 hereof to be paid by the Transferee to the Transferor within 90 days from the date of these presents or prior to the exercise by the Transferee of any of its rights hereunder other than the right to survey (whichever may be the earlier date), the rights, privileges and easement hereby granted shall continue in perpetuity or until the Transferee, with the express written consent of the Transferor, shall execute and deliver a surrender thereof. Prior to such surrender, the Transferee shall remove all debris as may have resulted from the Transferee's use of the Lands from the Lands and in all respects restore the Lands to its previous productivity and fertility so far as is reasonably possible, save and except for items in respect of which compensation is due under Clause 2, hereof. As part of the Transferee's obligation to restore the Lands upon surrender of its easement, the Transferee agrees at the option of the Transferor to remove the Pipeline from the Lands. The Transferee and the Transferor shall surrender the Easement and the Transferee shall remove the Pipeline at the Transferor's option where the Pipeline has been abandoned. The Pipeline shall be deemed to be abandoned where: (a) corrosion protection is no longer applied to the Pipeline, or, (b) the Pipeline becomes unfit for service in accordance with Ontario standards. The Transferee shall, within 60 days of either of these events occurring, provide the Transferor with notice of the event. Upon removal of the Pipeline and restoration of the Lands as required by this agreement, the Transferor shall release the Transferee from further obligations in respect of restoration.
2. The Transferee shall make to the Transferor (or the person or persons entitled thereto) due compensation for any damages to the Lands resulting from the exercise of any of the rights herein granted, and if the compensation is not agreed upon by the Transferee and the Transferor, it shall be determined by arbitration in the manner prescribed by the Expropriations Act, R.S.O. 1990, Chapter E-26 or any Act passed in amendment thereof or substitution therefore. Any gates, fences and tile drains curbs, gutters, asphalt paving, lockstone, patio tiles interfered with by the Transferee shall be restored by the Transferee at its expense as closely as reasonably possible to the condition

and function in which they existed immediately prior to such interference by the Transferee and in the case of tile drains, such restoration shall be performed in accordance with good drainage practice and applicable government regulations.

3. The Pipeline (including attachments, equipment and appliances for cathodic protection but excluding valves, take-offs and fencing installed under Clause 9 hereof) shall be laid to such a depth that upon completion of installation it will not obstruct the natural surface run-off from the Lands nor ordinary cultivation of the Lands nor any tile drainage system existing in the Lands at the time of installation of the Pipeline nor any planned tile drainage system to be laid in the Lands in accordance with standard drainage practice, if the Transferee is given at least thirty (30) days notice of such planned system prior to the installation of the Pipeline. The Transferee agrees to make reasonable efforts to accommodate the planning and installation of future tile drainage systems following installation of the Pipeline so as not to obstruct or interfere with such tile installation. In the event there is a change in the use of all, or a portion of the Transferor Lands adjacent to the Lands which results in the pipeline no longer being in compliance with the pipeline design class location requirements, then the Transferee shall be responsible for any costs associated with any changes to the Pipeline required to ensure compliance with the class location requirements.
4. As soon as reasonably possible after the construction of the Pipeline, the Transferee shall level the Lands and unless otherwise agreed to by the Transferor, shall remove all debris as may have resulted from the Transferee's use of the Lands therefrom and in all respects restore the Lands to its previous productivity and fertility so far as is reasonably possible, save and except for items in respect of which compensation is due under Clause 2 hereof.
5. It is further agreed that the Transferee shall assume all liability and obligations for any and all loss, damage or injury, (including death) to persons or property that would not have happened but for this Easement or anything done or maintained by the Transferee hereunder or intended so to be and the Transferee shall at all times indemnify and save harmless the Transferor from and against all such loss, damage or injury and all actions, suits, proceedings, costs, charges, damages, expenses, claims or demands arising therefrom or connected therewith provided that the Transferee shall not be liable under the clause to the extent to which such loss, damage or injury is caused or contributed to by the gross negligence or wilful misconduct of the Transferor.
6. In the event that the Transferee fails to comply with any of the requirements set out in Clauses 2, 3, or 4 hereof within a reasonable time of the receipt of notice in writing from the Transferor setting forth the failure complained of, the Transferee shall compensate the Transferor (or the person or persons entitled thereto) for any damage, if any, necessarily resulting from such failure and the reasonable costs if any, incurred in the recovery of those damages.
7. Except in case of emergency, the Transferee shall not enter upon any of the Transferor's Lands, other than the Lands, without the consent of the Transferor. In case of emergency the right of entry upon the Transferor's Lands for ingress and egress to and from the Lands is hereby granted. The determination of what circumstances constitute an emergency, for purposes of this paragraph is within the absolute discretion of the Transferee, but is a situation in which the Transferee has a need to access the Pipeline in the public interest without notice to the Transferor, subject to the provisions of Clause 2 herein. The Transferee will, within 72 hours of entry upon such lands, advise the Transferor of the said emergency circumstances and thereafter provide a written report to Transferor with respect to the resolution of the emergency situation. The Transferee shall restore the lands of the Transferor at its expense as closely as reasonably practicable to the condition in which they existed immediately prior to such interference by the Transferee and in the case of tile drains, such restoration shall be performed in accordance with good drainage practice.
8. The Transferor shall have the right to fully use and enjoy the Lands except for planting trees over the lesser of the Lands or a six (6) meter strip centered over the Pipeline, and except as may be necessary for any of the purposes hereby granted to the Transferee, provided that the Transferor shall not excavate, drill, install, erect or permit to be excavated, drilled, installed or erected in, on, over or through the Lands any pit, well, foundation, building, mobile homes or other structure or installation and the Transferor shall not deposit or store any flammable material, solid or liquid spoil, refuse, waste or effluent on the Lands. Notwithstanding the foregoing the Transferee upon request shall consent to the Transferor erecting or repairing fences, hedges, pavement, lockstone constructing or repairing tile drains and domestic sewer pipes, water pipes, and utility pipes and constructing or repairing lanes, roads, driveways, pathways, and walks across, on and in the Lands or any portion or portions thereof, provided that before commencing any of the work referred to in this sentence the Transferor shall (a) give the Transferee at least (30) clear days notice in writing describing the work desired so as to enable the Transferee to evaluate and comment on the work

proposed and to have a representative inspect the site and/or be present at any time or times during the performance of the work, (b) shall follow the instructions of such representative as to the performance of such work without damage to the Pipeline, (c) shall exercise a high degree of care in carrying out any such work and, (d) shall perform any such work in such a manner as not to endanger or damage the Pipeline as may be required by the Transferee.

9. The rights, privileges and easement herein granted shall include the right to install, keep, use, operate, service, maintain, repair, remove and/or replace in, on and above the Lands any valves and/or take-offs subject to additional agreements and to fence in such valves and/or take-offs and to keep same fenced in, but for this right the Transferee shall pay to the Transferor (or the person or persons entitled thereto) such additional compensation as may be agreed upon and in default of agreement as may be settled by arbitration under the provisions of The Ontario Energy Board Act, S.O. 1998, or any Act passed in amendment thereof or substitution therefore. The Transferee shall keep down weeds on any lands removed from cultivation by reason of locating any valves and/or take-offs in the Lands.
10. Notwithstanding any rule of law or equity and even though the Pipeline and its appurtenances may become annexed or affixed to the realty, title thereto shall nevertheless remain in the Transferee.
11. Neither this Agreement nor anything herein contained nor anything done hereunder shall affect or prejudice the Transferee's rights to acquire the Lands or any other portion or portions of the Transferor's lands under the provisions of The Ontario Energy Board Act, S.O. 1998, or any other laws, which rights the Transferee may exercise at its discretion in the event of the Transferor being unable or unwilling for any reason to perform this Agreement or give to the Transferee a clear and unencumbered title to the easement herein granted.
12. The Transferor covenants that he has the right to convey this Easement notwithstanding any act on his part, that he will execute such further assurances of this Easement as may be requisite and which the Transferee may at its expense prepare and that the Transferee, performing and observing the covenants and conditions on its part to be performed, shall have quiet possession and enjoyment of the rights, privileges and easement hereby granted. If it shall appear that at the date hereof the Transferor is not the sole owner of the Lands, this Easement shall nevertheless bind the Transferor to the full extent of his interest therein and shall also extend to any after-acquired interest, but all moneys payable hereunder shall be paid to the Transferor only in the proportion that his interest in the Lands bears to the entire interest therein.
13. In the event that the Transferee fails to pay the Consideration as hereinbefore provided, the Transferor shall have the right to declare this Easement cancelled after the expiration of 15 days from personal service upon the Manager, Land Services of the Transferee at its Executive Head Office in Chatham, Ontario, (or at such other point in Ontario as the Transferee may from time to time specify by notice in writing to the Transferor) of notice in writing of such default, unless during such 15 day period the Transferee shall pay the Consideration; upon failing to pay as aforesaid, the Transferee shall forthwith after the expiration of 15 days from the service of such notice execute and deliver to the Transferor at the expense of the Transferee, a valid and registrable release and discharge of this Easement.
14. All payments under these presents may be made either in cash or by cheque of the Transferee and may be made to the Transferor (or person or persons entitled thereto) either personally or by mail. All notices and mail sent pursuant to these presents shall be addressed to:

the Transferor at:

and to the Transferee at: ENBRIDGE GAS INC
P.O. Box 2001
50 Keil Drive North
Chatham, Ontario N7M 5M1
Attention: Manager, Land Services

or to such other address in either case as the Transferor or the Transferee respectively may from time to time appoint in writing.

15. The rights, privileges and easement hereby granted are and shall be of the same force and effect as a covenant running with the Transferor's Land and this Easement, including all the covenants and conditions herein contained, shall extend to, be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto respectively; and, wherever the singular or masculine is used it shall, where necessary, be construed as if the plural, or feminine or neuter had been used, as the case may be.

16. (a) The Transferee represents that it is registered for the purposes of the Harmonized Goods and Services Tax (hereinafter called "HST") in accordance with the applicable provisions in that regard and pursuant to the Excise Tax Act, (R.S.C., 1985, c. E-15), (hereinafter called "Excise Tax Act"), as amended.
- (b) The Transferee covenants to deliver a Statutory Declaration, Undertaking and Indemnity confirming its HST registration number, which shall be conclusive evidence of such HST registration, and shall preclude the Transferor from collection of HST from the Transferee.
- (c) The Transferee shall undertake to self-assess the HST payable in respect of this transaction pursuant to subparagraphs 221(2) and 228(4) of the Excise Tax Act, and to remit and file a return in respect of HST owing as required under the said Act for the reporting period in which the HST in this transaction became payable.
- (d) The Transferee shall indemnify and save harmless the Transferor from and against any and all claims, liabilities, penalties, interest, costs and other legal expenses incurred, directly or indirectly, in connection with the assessment of HST payable in respect of the transaction contemplated by this Easement. The Transferee's obligations under this Clause shall survive this Easement.
17. The Transferor hereby acknowledges that this Easement will be registered electronically.

Dated this _____ day of _____ 20__.

Signature (Transferor)

Print Name(s) (and position held if applicable)
I am/I am not a spouse.

Address (Transferor)

ENBRIDGE GAS INC

Signature (Transferee)

Name & Title (ENBRIDGE GAS INC)

Telephone Number (ENBRIDGE GAS INC)

Additional Information: (if applicable):

Property Address:

HST Registration Number:

[Municipality of Chatham-Kent]

Province of Ontario

DECLARATION REQUIRED UNDER
SECTION 50 (3) OF THE PLANNING
ACT, R.S.O. 1990, as amended

[I, _____, of the Municipality of Chatham-Kent, in the Province of Ontario;]

DO SOLEMNLY DECLARE THAT:

1. I _____ of ENBRIDGE GAS INC, the Transferee in the attached Grant of Easement and as such have knowledge of the matters herein deposed to.
2. The use of or right in the land described in the said Grant of Easement being [**PIN/Part:**
Legal Description:]

acquired by ENBRIDGE GAS INCfor the purpose of a hydrocarbon line within the meaning of Part VI of the Ontario Energy Board Act, 1998.

AND I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath, and by virtue of The Canada Evidence Act.

[DECLARED before me at the _____)
_____)
_____) _____
in the Province of Ontario _____)
_____)
this ____ day of _____ 20__)

A Commissioner, etc.]

TEMPORARY LAND USE AGREEMENT

(Hereinafter called the "Agreement")

Between

(hereinafter called the "Owner")

and

ENBRIDGE GAS INC
(hereinafter called the "Company")

In consideration of the sum of /100 Dollars (\$0.00), payable by the Company to the Owner within thirty (30) days of signing of this Agreement the Owner of hereto hereby grants to Company, its servants, agents, employees, contractors and sub-contractors and those engaged in its and their business, the right on foot and/or with vehicles, supplies, machinery and equipment at any time and from time to time during the term of this Agreement to enter upon, use and occupy a parcel of land (hereinafter called the "Lands") more particularly described on the Sketch attached hereto and forming part of this Agreement, the Lands being immediately adjacent to and abutting the [Road allowance] for any purpose incidental to, or that the Company may require in conjunction with, the construction by or on behalf of the Company of a proposed NPS gas pipeline and appurtenances on the Lands including, without limiting the generality of the foregoing, the right to make temporary openings in any fence (if applicable) along or across the Lands and to remove any other object therein or thereon interfering with the free and full enjoyment of the right hereby granted and further including the right of surveying and placing, storing, levelling and removing earth, dirt, fill, stone, debris of all kinds, pipe, supplies, equipment, vehicles and machinery and of movement of vehicles, machinery and equipment of all kinds.

1. This Agreement is granted upon the following understandings:
- a) The rights hereby granted terminate on the .
 - b) The Company shall make to the person entitled thereto due compensation for any damages resulting from the exercise of the right hereby granted and if the compensation is not agreed upon it shall be determined in the manner prescribed by Section 100 of The Ontario Energy Board Act, R.S.O. 1998 S.O. 1998, c.15 Schedule B, as amended or any Act passed in amendment thereof or substitution there for;
 - c) As soon as reasonably possible after the construction, the Company at its own expense will level the Lands, remove all debris therefrom and in all respects, restore the Lands to their former state so far as is reasonably possible, save and except for items in respect of which compensation is due under paragraph (b) and the Company will also restore any gates and fences interfered with around, (if applicable) the Lands as closely and as reasonably possible to the condition in which they existed immediately prior to such interference by the Company.
 - d) It is further agreed that the Company shall assume all liability and obligations for any and all loss, damage or injury, (including death) to persons or property that would not have happened but for this Agreement or anything done or maintained by the Company hereunder or intended so to be and the Company shall at all times indemnify and save harmless the Owner from and against all such loss, damage or injury and all actions, suits, proceedings, costs, charges, damages, expenses, claims or demands arising therefrom or connected therewith provided that the Company shall not be liable under the Clause to the extent to which such loss, damage or injury is caused or contributed to by the gross negligence or wilful misconduct of the Owner.

The Company and the Owner agree to perform the covenants on its part herein contained.

[Dated this ____ day of _____, 2018.

Signature (Owner)
Print Name(s) (and position held if applicable)
I am/I am not a spouse.
Address (Owner)

ENBRIDGE GAS INC

Signature (Company)
Name & Title (ENBRIDGE GAS INC)
I have authority to bind the Corporation.
519-436-4673
Telephone Number (ENBRIDGE GAS INC)

Additional Information: (if applicable):

Property Address:

HST Registration Number:

Property Sketch |

ENVIRONMENTAL REPORT

Due to the size of the Environmental Report ("ER"), a copy has been provided under separate cover. The ER can also be found electronically by accessing the link below under the 'Projects Tab'. <https://www.uniongas.com/>.

Summary of Comments Received on the Environmental Report and Responses Provided by Enbridge Gas Inc.

Contact Name	Method and Date of Communication	Summary of Comments/Questions	Response
Ontario Pipeline Coordinating Committee Members (OPCC)			
Kourosh Manouchehri Engineer, Fuels Safety Technical Standards and Safety Authority (TSSA)	Email of October 5, 2018	TSSA requested the following information: <ul style="list-style-type: none">▪ High Consequence Area study,▪ Information on the pressure tests criteria; and▪ Pressure test procedure. TSSA also indicated that this Project is selected to witness some sections of pressure tests, and requested the construction timeline, when available.	AECOM responded to TSSA via email on December 14, 2018, and provided the High Consequence Area study and information on the pressure test criteria for this Project. AECOM also indicated that the pressure test plan is not available at this time to provide to TSSA.
	Email of April 16, 2019	Sent an email to Scott Walker of Union Gas (now Enbridge Gas Inc.) to request an update on the status of this Project.	
Karla Barboza MCIP, RPP, CAHP (A) Team Lead, Heritage Ministry of Tourism, Culture and Sport (MTCS) Culture Division, Programs and Services Branch, Heritage Planning Unit	Email of October 26, 2016	Dan Minkin is the MTCS Heritage Planner assigned to this file (MTCS File #0007025) and will be providing comments by November 9.	Scott responded on April 18 that commercial agreements are being negotiated with EPCOR. Pending the results of these discussions, the Project may be able to proceed in 2020.
Shereen Smithanik Senior Advisor - Indigenous Energy Policy Unit Ministry of Energy, Northern Development and Mines (ENDM)	Email of October 29, 2018	No longer with ENDM. Identified the new contact, Shannon McCabe (Shannon.McCabe@ontario.ca).	No response required.
Shannon McCabe Manager (Acting) ENDM	Email of October 30, 2018	Confirmed that she is the correct contact person.	No response required.
Craig Newton Regional Environmental Planner / Regional EA Coordinator Ministry of the Environment, Conservation and Parks (MECP)	Email of October 31, 2018	No comments provided on Environmental Report. Sent an email in response to AECOM's e-mail of October 26th, 2018 addressed to Crystal Lafrance (Supervisor, APEP and OPCC Member). MECP's review of the Environmental Report did not result in any additional concerns, and MECP acknowledges that AECOM addressed the waste site issue previously identified by MECP back in July of 2017.	AECOM acknowledged MECP's review on October 31, 2018.
Michele Doncaster Policy Advisor Land Use Policy & Stewardship Ministry of Agriculture, Food, and Rural Affairs	Email of November 1, 2018	MECP's review of the Environmental Report did not result in any additional concerns, and MECP acknowledges that AECOM addressed the waste site issue previously identified by MECP back in July of 2017. Sent an email in response to AECOM's follow-up e-mail of November 1, 2019. Requested the location/extent of the Project to determine if some other staff received the Environmental Report.	AECOM emailed a key map of the Project on November 1, 2018. AECOM also couriered a USB drive containing Environmental Report on the same day.

Summary of Comments Received on the Environmental Report and Responses Provided by Enbridge Gas Inc.

Contact Name	Method and Date of Communication	Summary of Comments/Questions	Response
Dan Minkin Heritage Planner MTCS	Letter via email of November 9, 2018	ER indicates that the Stage 2 fieldwork is ongoing. To the greatest extent possible, all required archaeological survey work should be completed during the study itself so that its results can inform the evaluation of alternatives.	AECOM responded to the MTCS via email on July 7, 2019. A summary of the response is provided below:
		Given that archaeological and built heritage studies were completed and identified resources and potential impacts, it is unclear why cultural heritage considerations were not included in the evaluation of alternatives presented in Table 3-2.	The environmental study process for the Project was divided into three phases. During Phase I, the alternative pipeline routes were identified. During Phase II, a desktop based comparative evaluation was conducted to select the Preferred Pipeline Route. During the third phase, an assessment was conducted to identify potential effects of the Preferred Pipeline Route, and to identify mitigation measures to avoid or reduce any potential effects on the environment.
		Please continue to consult MTCS through the EA process.	The archaeological resources and built heritage were not included in the comparative analysis, because these resources were assessed along the Preferred Pipeline Route. Stage 1 Archaeological Assessment and Cultural Heritage Assessment reports were completed to identify archaeological resources and built heritage along Preferred Pipeline Route.
			Not applicable
Member - Ontario Pipeline Coordinating Committee Infrastructure Ontario	Email of November 14, 2018	Since no MGCS / Hydro Corridor lands are directly impacted and the pipeline will be located within the road/utility right of way, there are no comments. There may be a need to some MGSC lands to access the Project lands and Union Gas is working with CBRE to obtain the agreement.	
Senior Planner and Policy Advisor - Corridor Management and Property Office Ministry of Transportation	A response was not received	No comments provided	Not applicable
Team Lead - Environmental Planning Ministry of Natural Resources and Forestry	A response was not received	No comments provided	Not applicable
Manager - Community Planning and Development Ministry of Municipal Affairs and Housing, Western Municipal Services Office	A response was not received	No comments provided	Not applicable
Shannon McCabe Manager (Acting) ENDM	A response was not received	No comments provided	Not applicable
Government Agencies and Other Stakeholders			
Stephanie Lacey-Avon Planner Grey County	Letter sent via email of October 5, 2018	As per the Franchise Agreement between Grey County and Union Gas, the County must provide a running line to Union Gas to install gas infrastructure on a County Road. The requirements consist of Municipal Consent Drawings to be presented for approval for a running line, along with Encroachment Permits to do the work. The province is in charge of environmental issues that may arise. The County's Economic Development Department is supportive of this proposal as it will promote further development opportunities with necessary infrastructure. County sees this as a potential opportunity to partner with SWIFT to lay	No response required.

Summary of Comments Received on the Environmental Report and Responses Provided by Enbridge Gas Inc.

Contact Name	Method and Date of Communication	Summary of Comments/Questions	Response
		<p>fibre optics at the same time.</p> <p>Provided the mitigation measures proposed in the Environmental Report are implemented, ongoing consultation continues with members of the public in vicinity of the proposed pipeline, and monitoring techniques of the development are effectively implemented at the time of construction, County planning staff has no further comments at this stage.</p> <p>The County requested notice of any decision rendered with respect to this Project.</p>	
Saugeen Nature c/o Nikki May Saugeen Nature	Letter via email of November 6, 2018	<p>Saugeen Nature letter included comments related to:</p> <ul style="list-style-type: none">▪ Comparative Route Analysis▪ Construction Activities▪ Wildlife, Terrestrial and Aquatic Resources; and▪ Effects on Soil, Surface Water and Vegetation and Ecological Communities.	<p>AECOM responded to Saugeen Nature’s comments via a letter dated December 7, 2018 sent via email and mail.</p> <p>A summary of response is provided below:</p> <p><i>Project Route:</i></p> <ul style="list-style-type: none">▪ The preferred route was chosen because it has been identified as the best option, being the least impactful on the environment, the safest, the least disturbance to features, and having the lowest social, economic, and cultural impacts. <p><i>Construction Activities:</i></p> <ul style="list-style-type: none">▪ Hydrostatic Testing of the pipeline will be completed using water sourced from the main branch of the Saugeen River in the area of the proposed pipeline crossing, and then discharge to ground surface within the drainage area of the site of taking.▪ Water taking and discharge will be completed in accordance to the conditions of a Permit to Take Water (PTTW) issued by the Ministry of the Environment, Conservation and Parks.▪ For the protection of aquatic species, screens will be used on the intake lines. Screens will be sized according to <i>Fisheries and Oceans Canada Freshwater Intake End-of-Pipe Fish Screen Guideline</i>.▪ The rate of taking water will be completed in a controlled manner not exceeding the conditions of the PTTW or negatively impacting downstream flow.▪ All construction equipment used for the Project will be cleaned and inspected to be clean of soil and plant material prior to its use on the Project to decrease the risk of transporting invasive plant species into the Project area.▪ To limit the introduction of non-native species, disturbed area will be seeded with a fast growing mix of annual rye and oats.▪ Additional native seed mixtures will be used along stream banks or locations with steep grades to ensure adequate vegetation growth. The seed mix will be selected in consultation with Saugeen Valley Conservation and Grey Sauble Conservation and will composed of species native to Ontario. <p><i>Wildlife</i></p> <ul style="list-style-type: none">▪ A full time Environmental Inspector will be on site and they will be

Summary of Comments Received on the Environmental Report and Responses Provided by Enbridge Gas Inc.

Contact Name	Method and Date of Communication	Summary of Comments/Questions	Response
			supported by qualified biologists to complete wildlife transfers and aquatic habitat restoration. <ul style="list-style-type: none">Silt fence will be installed along the Project route at locations adjacent to wetlands, watercourses, and erosion prone areas.Any construction material that is potential nesting material (sand/gravel) will be stockpiled away from potential turtle habitat or surrounded by exclusion fencing.
Public / Landowners			
Anne Maxwell	Letter dated November 9, 2018 sent via email	The letter included comments concerning impact of Project on groundwater, surface water, bedrock formations, fish habitat, spawning beds and erosion, and historical landmarks.	<p>Union Gas responded to Anne Maxwell's comments via email on November 30, 2018.</p> <p><i>The potential for a gas leak over time:</i></p> <ul style="list-style-type: none">To ensure safety of all of our assets, we construct and operate our pipeline in accordance with Technical Standards and Safety Authority's (TSSA) regulations. Further, our pipeline operations include monitoring and inspection of our entire pipeline system. <p><i>Ensuring drilling machines or other equipment are in good, safe working order:</i></p> <ul style="list-style-type: none">During construction, we employ construction inspectors to observe and identify construction practices and minimize any issues like leaks from occurring. Further, we employ a full-time environmental inspector who works to ensure all environmental commitments made in the Project area are kept. <p><i>Ensuring the environmental integrity of any place we drill into bedrock:</i></p> <ul style="list-style-type: none">The proposed Horizontal Directional Drills (HDDs) will be specifically designed for the geological conditions of each crossing location. Each HDD will be continuously operated and monitored 24 hours a day, 7 days a week when being completed. Sediment and erosion control plans and spill response plans will be reviewed and approved by Saugeen Conservation as part of the permitting process. <p><i>Protecting fish habitats:</i></p> <ul style="list-style-type: none">All in-water works will be completed in compliance with the federal <i>Fisheries Act</i> to avoid serious harm to fish and fish habitat. All watercourse crossings will also be completed under permits and approvals issued by applicable regulatory agencies. A full time Environmental Inspector will be on site during active in-water works and they will be supported by qualified fisheries biologists to complete wildlife transfers, and aquatic habitat restoration. <p><i>Protecting historic buildings:</i></p> <ul style="list-style-type: none">It is our goal to protect historic buildings and not disturb them. We will make every effort to do so on this Project.

INDIGENOUS CONSULTATION REPORT: SUMMARY TABLES

Saugeen Ojibway Nation ("SON")		
Was project information provided to the community?	<input type="checkbox"/> No	<p>On April 24, 2017, an Enbridge Gas Inc. ("Enbridge") representative notified SON of the Owen Sound Reinforcement ("Project"). The Project notification included a map. No response was received from the SON representative.</p> <p>On May 24, 2017, an Enbridge representative called the SON representative and left a message providing an update on the construction schedule for the Project.</p> <p>On May 25, 2017, a representative from AECOM, an Enbridge consultant on the Project, emailed the SON representative to advise they were preparing to have field crews conducting amphibian surveys and invited them to participate in the assessment.</p> <p>On June 28, 2017, an Enbridge representative sent an email with an attached letter advising that AECOM has been retained to prepare the Environmental Report and advised of public information sessions that would be held.</p> <p>On June 29, 2017, the Enbridge representatives reviewed the presentation and Project Map with SON.</p> <p>The Enbridge representative explained the purpose of the Project:</p> <ul style="list-style-type: none"> • To build a 26 km pipeline to increase capacity and accommodate additional demand for natural gas on the Owen Sound line. • The planned construction date is spring 2019. <p>The Enbridge representatives provided information on the mitigation process for any environmentally sensitive areas.</p> <p>On June 30, 2017, an Enbridge representative emailed the SON representative thanking him for his time to meet on the Project. An Enbridge representative reiterated that Enbridge is currently waiting on the Ontario Energy Board ("OEB") decision</p>
	<input checked="" type="checkbox"/> Yes	

	<p>regarding which company will build the pipeline.</p> <p>On July 24, 2017, a SON representative sent an email to the Enbridge representative requesting an official letter or notification asking for consultation on the Project. The SON representative indicated that he would like to engage on the Project as soon as possible.</p> <p>On July 28, 2017, in response to the request from the SON representative, the Enbridge representative sent the SON representative an official letter requesting consultation on the Project.</p> <p>On December 15, 2017, a meeting was held between the parties. The Enbridge representative advised that the Project is currently on hold, as they are waiting for a decision from the OEB.</p> <p>On July 27, 2018, an AECOM representative sent an email to the SON representative advising that the archaeological team would be starting Stage 2 archaeological assessments in August 2017 and that the AECOM archaeological lead would reach out to the SON representative directly. The SON representative requested a copy of the Stage 1 archaeological assessment. On August 1, 2018, the AECOM representative provided the Stage 1 assessment to the SON representative.</p> <p>On August 1, 2018, the AECOM representative emailed the SON representative to provide the location information for the Stage 2 archaeological assessment. The SON representative advised that they would be sending a monitor and they were currently reviewing the Stage 1 report.</p> <p>On August 3, 2018, an AECOM representative emailed the SON representative to advise that Enbridge was still updating the temporary land use areas and would like to push back the Stage 2 archaeological assessment. The AECOM representative advised they would touch base once the new schedule is developed.</p> <p>On August 13, 2018, an Enbridge representative emailed the SON representative to express gratitude that SON is participating in the field studies and ensure SON knows to reach out if they have any concerns or questions. The SON representative responded advising that the experience has</p>
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		<p>been positive thus far and provided a budget for monitors.</p> <p>On July 4, 2019, an Enbridge representative sent an email to the SON representative advising that the Project had been on hold, but they would be proceeding with filing the application with the OEB in July 2019. The Enbridge representative has not received a response from the SON representative.</p>
<p>Was the community responsive/did you have direct contact with the community?</p>	<p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	<p>SON and Enbridge have met in person in relation to the Project and interacted by email and telephone on numerous occasions.</p>

<p>Did the community members or representatives have any questions or concerns?</p>	<p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	<p>No Project specific questions have been raised by SON with respect to the Project.</p>
<p>Does the community have any outstanding concerns?</p>	<p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	<p>To date, SON does not have any outstanding concerns.</p>

Historic Saugeen Métis (“HSM”) Assistant Coordinator, Lands, Resources and Consultation		
Was project information provided to the community?	<input checked="" type="checkbox"/> Yes	<p>On April 24, 2017, an Enbridge representative notified the HSM representative of the Project. The Project notification included a map. The Enbridge representative did not receive a response from the HSM representative.</p> <p>On May 15, 2017, a meeting was held between Enbridge and HSM. The Enbridge representatives reviewed a Project presentation and Map with HSM.</p> <p>The Enbridge representative explained the purpose of the Project:</p> <ul style="list-style-type: none"> • To build a 26 km pipeline to increase capacity and accommodate additional demand for natural gas on the Owen Sound line. • The planned construction date is spring 2019. <p>The Enbridge representatives provided information on proposed mitigation measures for any environmentally sensitive areas.</p>
	<input type="checkbox"/> No	<p>On May 24, 2017, an Enbridge representative called the HSM representative and left a message providing an update on the construction schedule for the Project.</p> <p>On June 28, 2017, an Enbridge representative sent an email with an attached letter advising the HSM representative that AECOM has been retained to prepare the Environmental Report and advised of public information sessions that would be held.</p> <p>On November 23, 2017, during an in-person meeting with HSM in relation to another project, the Enbridge representative advised that the Project is currently on hold, since Enbridge is waiting for a decision from the OEB. The Enbridge representative advised that they would provide HSM with further information once it is received and the Project re-commences.</p> <p>On August 28, 2018, Enbridge and HSM had an in-person meeting. An Enbridge representative provided HSM with an</p>

		<p>update on the Project. The Enbridge representative acknowledged HSM's consultation and engagement procedures and agreed to provide capacity funding to enable HSM to review and comment on the environmental and archaeological reports.</p> <p>On August 30, 2018, an Enbridge representative sent an email to the HSM representative acknowledging the meeting on August 28, 2018 and summarized the list of next steps. The HSM representative responded acknowledging and agreeing to the next steps identified.</p> <p>On March 14, 2019, an Enbridge representative emailed the HSM representative and provided the link to download the Archaeological report. The HSM representative responded thanking Enbridge for the report and requested that the Stage 3 archaeological assessment be provided to them once complete.</p> <p>On May 9, 2019, a HSM representative emailed a Comment Report Package on the Project. The package contained a Letter of Support on the Project as well as a Comment Log report package.</p> <p>On July 4, 2019, an Enbridge representative emailed the HSM representative advising that the Project had been on hold, but they would be proceeding with the filing of the application with the OEB within the month of July 2018. The HSM representative responded acknowledging the email and advising that they would like to meet during the construction phase of the Project.</p>
Was the community responsive/did you have direct contact with the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	HSM and Enbridge have met in person in relation to the Project and interacted by email and telephone on numerous occasions.
Did the	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	HSM provided a letter of support in relation to the Project, which

community members or representatives have any questions or concerns?		is included in the correspondence.
Does the community have any outstanding concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	To date, HSM does not have any outstanding concerns.
Métis Nation of Ontario (“MNO”) Consultation Assessment Coordinator 705-526-6335 ext.220		
Was project information provided to the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>On April 24, 2017, an Enbridge representative notified the MNO representative about the Project. The Project notification included a map. On April 26, 2017, an MNO representative emailed the Enbridge representative to request a meeting in early June to discuss the Project. The parties agreed to meet on June 5, 2017.</p> <p>On May 15, 2017, an MNO representative sent an email to the Enbridge representative requesting a new map of the Project area. An Enbridge representative responded on the same day providing a map that clearly outlined the Project’s route within the road allowance.</p> <p>On May 24, 2017, an Enbridge representative called the MNO representative and left a message providing an update on the construction schedule for the Project.</p> <p>On June 5, 2017, a meeting was held between Enbridge and MNO. The Enbridge representatives reviewed the presentation and Project Map with MNO.</p> <p>The Enbridge representative explained the purpose of the Project:</p> <ul style="list-style-type: none"> • To build a 26 km pipeline to increase capacity and accommodate additional demand for natural gas on the

		<p>Owen Sound line.</p> <ul style="list-style-type: none"> The planned construction date is spring 2019. <p>The Enbridge representatives provided information on proposed mitigation measures to address any environmentally sensitive areas.</p> <p>On June 28, 2017, an Enbridge representative sent an email to the MNO representative attaching a letter advising that AECOM has been retained to prepare the Environmental Report and advised of public information sessions that would be held in relation to the Project.</p> <p>On February 12, 2018, an MNO representative sent an email to the Enbridge representative requesting an update on the Project. The Enbridge representative responded with an email and a telephone call. The MNO representative was advised of the progress on the Project thus far.</p> <p>On March 6, 2018, a MNO representative sent an email to an Enbridge representative thanking him for taking the time to discuss the Project in June 2017. The MNO representative advised in the email that the MNO have land rights in that area and that they were requesting Capacity Funding on the Project. On March 23, 2018, an Enbridge representative responded and agreed to the amount requested by MNO.</p> <p>On April 22, 2018, an Enbridge representative emailed the MNO representative to advise that Enbridge was not successful in the bid for the South Bruce line, but that it would be proceeding with the Project. On April 23, 2018, the MNO representative responded expressing condolences for losing the bid and recognizing the great relationship that Enbridge and the Georgian Bay Métis Council have. The MNO representative advised he would be sending a formal letter soon.</p> <p>On June 14, 2018, an MNO representative sent an email to an Enbridge representative requesting information about how much gas would be flowing through the line. On July 3, 2018 the Enbridge representative responded by way of email, apologizing for the delay and advised that Enbridge was currently waiting on the winning bidder to determine their load.</p> <p>On August 8, 2018, an MNO representative sent an email to an Enbridge representative requesting an update on the Project.</p>
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Was the community responsive/did you have direct contact with the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	MNO and Enbridge have met in person in relation to the Project and interacted by email and telephone on numerous occasions.
Did the community members or representatives have any questions or concerns?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	The MNO representative asked how much gas would be flowing through the line. This information will be provided to the MNO once it is known by Enbridge.
Does the community have any outstanding concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	To date, MNO does not have any outstanding concerns in relation to the Project.

INDIGENOUS CONSULTATION REPORT: LOG AND PROJECT CORRESPONDENCE

As of July 4, 2019

Chippewas of Nawash Unceded First Nation and Saugeen First Nation, collectively referred to as Saugeen Ojibway Nation ("SON")					Response from Community/Outstanding Issues	Attachment
Line Item	Date of Engagement	Method of Engagement	Summary of Engagement Activity			
1.1	April 24, 2017	Email	An Enbridge representative notified a SON representative about the Owen Sound Reinforcement ("Project"). The Project notification included a map of the Project location.		No response received from SON representative.	Schedule A Attachment 1.1
1.2	May 24, 2017	Telephone call	An Enbridge representative called the SON representative and left a message providing an update on the construction schedule for the Project. The Enbridge representative advised the SON representative that the Project construction start date had been changed from spring 2018 to spring 2019; and that the Environmental assessment and field programs will be occurring as planned (completed this year).		No response received from SON representative.	Attachment 1.2
1.3	May 25, 2017	Email	A representative from AECOM, an Enbridge consultant on the Project, emailed the SON representative to advise that they were preparing to have field crews conducting amphibian surveys and invited them to participate in the assessment.		A SON representative responded providing the name of the person to contact to participate in the surveys. The SON representative advised that he is interested in the archaeological assessments that will be completed for the Project.	Attachment 1.3
1.4	June 28, 2017	Email	An Enbridge representative sent an email to the SON representative attaching a letter advising that AECOM has been retained to prepare the Environmental Report and advising of the date of the latest public information sessions would be held in relation to the Project. The letter also included a preliminary preferred pipeline route map.			Attachment 1.4
	June 29, 2017	In person Meeting between SON and Enbridge representatives	The Enbridge representatives reviewed the presentation and Project Map with SON. The Enbridge representative explained the purpose of the Project:			Schedule D
			<ul style="list-style-type: none"> To build a 26 km pipeline to increase capacity and accommodate additional demand for natural gas on the Owen Sound line. The planned construction date is spring 2019. 			

				The Enbridge representatives provided information on the proposed mitigation measures for any environmentally sensitive areas.				
1.5		June 30, 2017	Email	An Enbridge representative emailed the SON representative thanking him for meeting with him on the Project. The Enbridge representative reiterated that Enbridge is currently waiting on the Ontario Energy Board's ("OEB") decision as to which company will construct the pipeline.			Attachment 1.5	
1.6		July 24, 2017	Email	An SON representative sent an email to the Enbridge representative requesting an official letter or notification asking for consultation on the Project.			Attachment 1.6	
		December 15, 2017	In person Meeting between Enbridge and SON representatives	The Enbridge representative advised that the Project is currently on hold, as Enbridge is waiting to receive a decision from the OEB. The SON representative advised that he would contact Enbridge if he had any questions or concerns regarding the Project.				
1.7		July 27, 2018	Email	An AECOM representative sent an email to the SON representative advising that the archaeological team would be starting Stage 2 archaeological assessments in August 2017 and that the AECOM archaeological lead would reach out to the SON representative directly.			Attachment 1.7	
1.8		August 1, 2018	Email	The AECOM representative emailed the SON representative to provide the location information for the Stage 2 archaeological fieldwork.			Attachment 1.8	
1.9		August 3,	Email	An AECOM representative emailed the SON representative to advise that			Attachment	

	2018			Enbridge was still updating the temporary land use areas and would like to push back the Stage 2 assessment. The AECOM representative advised they would touch base once the new schedule is developed.		1.9
1.10	August 7, 2018	Email		An AECOM representative emailed the SON representative to advise that it would be another week to determine field work schedule and they would advise of the date.		Attachment 1.10
1.11	August 13, 2018	Email		An Enbridge representative emailed the SON representative to express gratitude that SON is participating in the field studies and ensure SON knows to reach out if they have any concerns or questions.	On August 13, 2018, the SON representative responded advising that the experience has been positive thus far and provided the Enbridge representative with a budget for monitors.	Attachment 1.11
1.12	July 4, 2019	Email		An Enbridge representative sent an email to the SON representative advising that the Project had been on hold but that they would proceed with filing the application with the OEB within the month of July.	No response received from the SON representative.	Attachment 1.12
Historic Saugeen Métis ("HSM")						
Line Item	Date of Engagement	Method of Engagement	Summary of Engagement Activity			Response from Community/Outstanding Issues
2.1	April 24, 2017	Email	An Enbridge representative notified an HSM representative about the Project. The Project notification included a map of the Project location.			Schedule A Attachment 2.1
	May 15, 2017	In person meeting with Enbridge and HSM representatives	The Enbridge representative reviewed the presentation and Project Map with HSM. The Enbridge representative explained the purpose of the Project: <ul style="list-style-type: none">To build a 26 km pipeline to increase capacity and accommodate additional demand for natural gas on the Owen Sound line.The planned construction date is Spring 2018. The Enbridge representatives provided information on the proposed mitigation measures to address environmentally sensitive areas.			The HSM representative advised Enbridge that capacity funding is needed for project consultation and engagement and the preferred method is in-person meetings.
2.2	May 24, 2017	Telephone call	An Enbridge representative called the HSM representative and left a message providing an update on the construction schedule for Project. The Enbridge representative advised that the construction start date had been changed from spring 2018 to spring 2019 and that the environmental assessment and field programs would be occurring as planned (completed			Attachment 2.2

2.3	June 28, 2017	Email	<p>this year).</p> <p>An Enbridge representative sent an email attaching a letter advising that AECOM has been retained to prepare the Environmental Report and advised of public information sessions that would be held in relation to the Project.</p> <p>The letter provided a preliminary preferred pipeline route map.</p>	<p>An Enbridge representative sent an email attaching a letter advising that AECOM has been retained to prepare the Environmental Report and advised of public information sessions that would be held in relation to the Project.</p>	Attachment 2.3
	November 23, 2017	In person meeting between Enbridge and HSM	<p>During an in person meeting related to another project, an Enbridge representative advised that the Project is currently on hold as Enbridge is waiting for a decision from the OEB. Enbridge advised the HSM representative that they would provide them with updated Project information once received.</p>		
	August 11, 2018	In person Meeting	<p>An Enbridge representative attended the HSM rendezvous and spoke with a new HSM contact. The Enbridge representative advised the new HSM representative that he would be in contact to set up a meeting to discuss updates to the Project.</p>		
	August 24, 2018	Telephone call	<p>An Enbridge representative called the HSM representative to set up a meeting to discuss the Project. Both parties agreed to meet on August 28, 2018.</p>		
	August 28, 2018	In person meeting between Enbridge and HSM	<p>An Enbridge representative provided the HSM representative with an update on the Project.</p> <p>The Enbridge representative acknowledged HSM's consultation and engagement procedures and agreed to provide capacity funding to enable HSM to review and comment on the environmental and archaeological reports.</p>	<p>The HSM representative requested a copy of the Environmental and Archaeological reports.</p> <p>The Enbridge representative agreed to send them the report once it is complete.</p>	
2.4	August 30, 2018	Email	<p>An Enbridge representative sent an email to the HSM representative acknowledging the meeting on August 28 and summarized the list of next steps.</p>	<p>On August 31, 2018, the HSM representative sent an email acknowledging and agreeing to the next steps listed.</p>	Attachment 2.4
2.5	October 30, 2018	Email	<p>A HSM representative emailed an Enbridge representative requesting an update on the Project and a copy of the Stage 2 Environmental and Archaeological reports.</p>	<p>On October 30, 2018, an Enbridge representative acknowledged the email and advised they would follow up.</p>	Attachment 2.5
2.6	November 12, 2018	Email	<p>A HSM representative emailed an Enbridge representative requesting an update on the Project and a copy of Stage 2 Environmental and Archaeological reports.</p>	<p>On November 12, 2018, an Enbridge representative</p>	Attachment 2.6

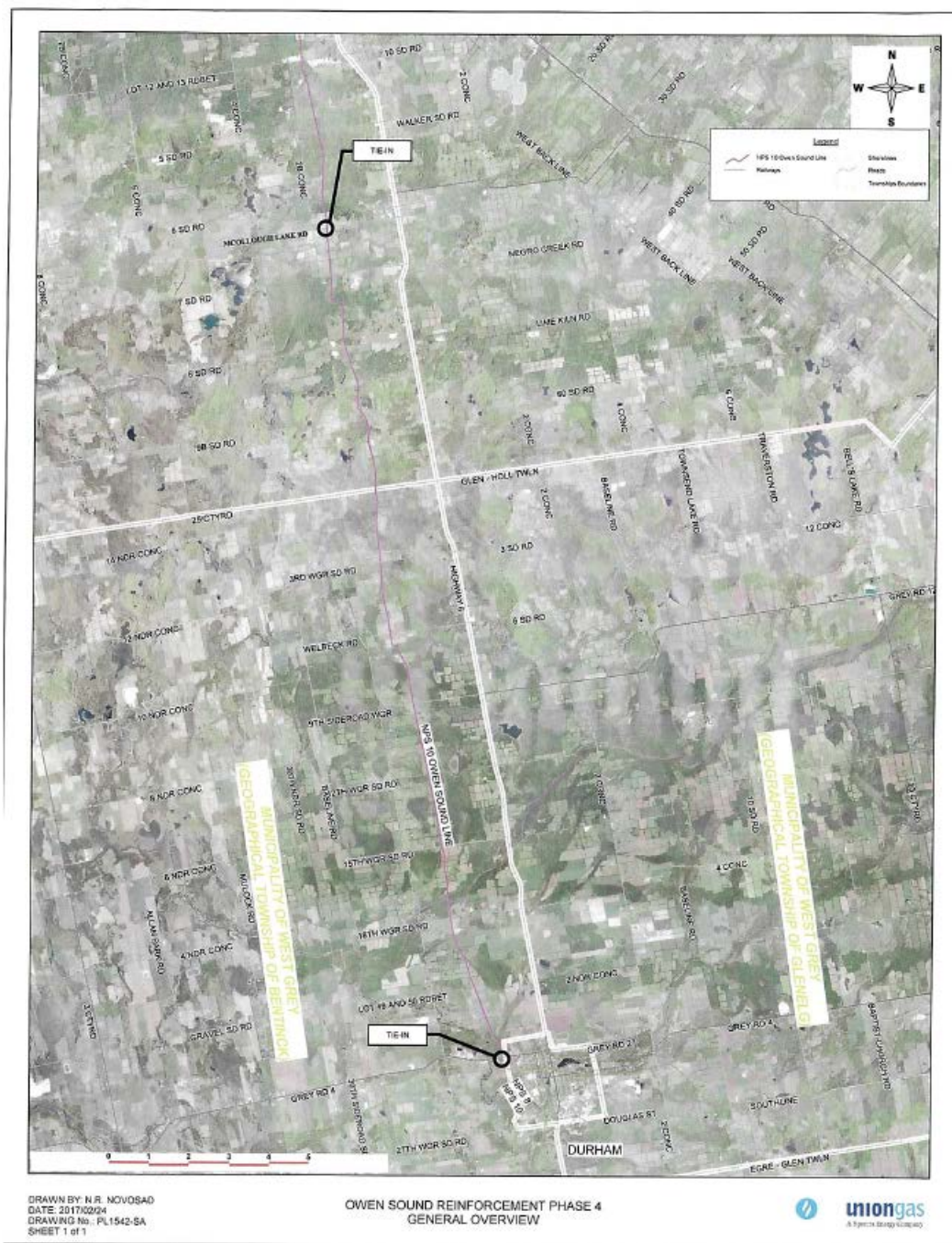
2.7	March 14, 2019	Email	An Enbridge representative emailed an HSM representative and provided the link to download the Archaeological report.	acknowledged the email and advised the Stage 2 reports would be forwarded once complete. On March 14, 2019, a HSM representative responded thanking Enbridge for the report and requested that the Stage 3 assessment be sent along once complete.	Attachment 2.7
2.8	May 9, 2019	Email	A HSM representative emailed an Enbridge representative a Comment Report Package on the Project. The package contained a Letter of Support on the Project as well as a Comment Log report package. The Letter of Support indicated that "[t]he information received from Enbridge (formerly Union Gas) did not identify any significant adverse environmental impacts or significant public concerns. Further, that the consultation and review process has indicated that there are no anticipated adverse impacts to Metis rights, culture or way of life and that the duty to consult has been fulfilled." An Enbridge representative emailed the HSM representative to advise that the Project had been on hold, but that Enbridge would proceed with filing the application with the OEB within the month of July.		Attachment 2.8
2.9	July 4, 2019	Email	An Enbridge representative emailed the HSM representative to advise that the Project had been on hold, but that Enbridge would proceed with filing the application with the OEB within the month of July.	On July 5, 2019, an HSM representative acknowledged the email and advised that they would like to meet during the construction phase of the Project.	Attachment 2.9
Métis Nation of Ontario Great Lakes Métis Council - Métis Nation of Ontario ("MNO")					
Line Item	Date of Engagement	Method of Engagement	Summary of Engagement Activity	Response from Community/Outstanding Issues	Attachment
3.1	April 24, 2017	Email	An Enbridge representative notified the MNO of the Project. The Project notification included a map.	On April 26, 2017, an MNO representative emailed an Enbridge representative to request a meeting in early June to discuss the Project. The parties agreed to meet on June 5, 2017.	Schedule A Attachment 3.1
3.2	May 4, 2017	Email	An MNO representative sent an email to an Enbridge representative providing an agenda for the June 5, 2017 meeting.		Attachment 3.2

3.3	May 15, 2017	Email	An MNO representative sent an email to an Enbridge representative requesting a new map of the Project area.	An MNO representative sent an email to an Enbridge representative requesting a new map of the Project area.	On May 15, 2017, an Enbridge representative provided a map that clearly outlined the Project's route within the road allowance.	Attachment 3.3
3.4	May 24, 2017	Telephone call	An Enbridge representative left a message for the MNO representative providing an update on the construction schedule for the Project. The Enbridge representative advised that the construction start date has been changed from spring 2018 to spring 2019 and advised that the environmental assessment and field programs will be occurring as planned (completed this year).	An Enbridge representative left a message for the MNO representative providing an update on the construction schedule for the Project. The Enbridge representative advised that the construction start date has been changed from spring 2018 to spring 2019 and advised that the environmental assessment and field programs will be occurring as planned (completed this year).		Attachment 3.4
	June 5, 2017	In person meeting between MNO and Enbridge	The Enbridge representative reviewed the presentation and Project Map with the MNO representatives. The Enbridge representative explained the purpose of the Project: <ul style="list-style-type: none"> To build a 26 km pipeline to increase capacity and accommodate additional demand for natural gas on the Owen Sound line. The planned construction date is spring 2019. The Enbridge representative provided information on the proposed mitigation measures to address any environmentally sensitive areas.	The Enbridge representative reviewed the presentation and Project Map with the MNO representatives. The Enbridge representative explained the purpose of the Project: <ul style="list-style-type: none"> To build a 26 km pipeline to increase capacity and accommodate additional demand for natural gas on the Owen Sound line. The planned construction date is spring 2019. The Enbridge representative provided information on the proposed mitigation measures to address any environmentally sensitive areas.	The MNO representative asked if the archaeologist would be looking for Métis artifacts. An Enbridge representative advised that the Archaeologists are trained to look for items of Métis significance.	
3.5	June 28, 2017	Email	An Enbridge representative sent an email attaching a letter advising that AECOM has been retained to prepare the Environmental Report and advised of public information sessions that would be held. The letter provided a preliminary preferred pipeline route map.	An Enbridge representative sent an email attaching a letter advising that AECOM has been retained to prepare the Environmental Report and advised of public information sessions that would be held. The letter provided a preliminary preferred pipeline route map.		Attachment 3.5
3.6	February 12, 2018	Email	A MNO representative sent an email to the Enbridge representative requesting an update on the Project.	A MNO representative sent an email to the Enbridge representative requesting an update on the Project.	On February 15, 2018, the Enbridge representative responded with an email and a telephone call. The MNO representative was advised of the progress on the Project.	Attachment 3.6
3.7	March 6, 2018	Email	A MNO representative sent an email to an Enbridge representative thanking him for taking the time to discuss the Project in June 2017. The MNO representative advised in the email that the MNO have land rights	A MNO representative sent an email to an Enbridge representative thanking him for taking the time to discuss the Project in June 2017. The MNO representative advised in the email that the MNO have land rights	On March 23, 2018, an Enbridge representative responded and agreed to the amount requested.	Attachment 3.7

3.8	April 22, 2018	Email	in that area and that they were requesting capacity funding on the Project. An Enbridge representative emailed the MNO representative to advise that Enbridge was not successful in the bid for the South Bruce line, but that it would be proceeding with the Project.	On April 23, 2018, the MNO representative responded expressing condolences for losing the bid and recognizing the great relationship that Enbridge and the Georgian Bay Métis Council have. The MNO representative advised he would be sending a formal letter soon.	Attachment 3.8
3.9	May 3, 2018	Letter	The MNO representative emailed a letter to the Enbridge representative acknowledging and thanking Enbridge for the discussions on the progress of the Project. The letter set out an agreement with Enbridge and formally asked for capacity funding as per the March 23, 2018 email.	On May 25, 2018, the Enbridge representative responded acknowledging receipt of the letter.	Attachment 3.9
3.10	June 14, 2018	Email	A MNO representative sent an email to an Enbridge representative requesting information about how much gas would be flowing through line.	On July 3, 2018 an Enbridge representative sent an email apologizing for the delay and advised that we are currently waiting on the winning bidder to determine their load.	Attachment 3.10
3.11	August 8, 2018	Email	An MNO representative sent an email to an Enbridge representative requesting an update on the Project	On August 30, 2018, an Enbridge representative responded advising that there was still a delay as information was required from the winning bidder. The Enbridge representative advised that the Project will go ahead and the capacity funding that was agreed to was approved.	Attachment 3.11
3.12	July 4, 2019	Email	An Enbridge representative emailed the MNO representative to advise that the Project had been on hold, but that they would proceed with the filing of the application with the OEB within the month of July.	On July 4, 2019, the MNO representative responded advising that he would take the information back	Attachment 3.12

4. Supporting Documentation

Schedule A –Project Location map



Schedule B –Letter of notification to Ministry of Energy, Northern Development and Mines



March 11, 2017

Ms. Emma Sharkey
Senior Advisor Indigenous Energy Policy
Ministry of Energy
77 Grenville Street, 6th Floor
Toronto, ON M7A 2C1

Dear Ms. Sharkey:

Re: Owen Sound Reinforcement Phase 4 Project

Enclosed please find Union's Report to the Ministry of Energy to determine the Indigenous Consultation required for the above noted project.

In the event that you have any questions on the above or would like to discuss in more detail, please do not hesitate to contact me.

Yours truly,

Ken McCorkle

Ken McCorkle
Manager, First Nations and Métis Affairs
Union Gas Limited
50 Keil Drive North
Chatham, ON N7M 5M1
Phone: 519-436-4600 ext. 5002243
Email: kmccorkle@uniongas.com

Union Gas Limited Pipeline Project

Owen Sound Reinforcement Phase 4 – Summary for Ministry of Energy

1. Introduction

This Summary Report has been prepared to provide the Ministry of Energy ("MOE") with an overview of the Owen Sound Reinforcement Phase 4 ("Project") to support the preparation of a contact list of indigenous communities that may have an interest in the Project.

1.1 Project Overview

To increase capacity and accommodate additional demand for natural gas Union Gas Limited ("Union Gas") is proposing to construct NPS 12 pipeline, up to approximately 26.2 km in length, on Union Gas's Owen Sound Line between the existing Durham Gate Station to a new station potentially located on McCollough Lake Rd. The project is located entirely within Grey County, the project is shown in **Figure 1**.

The following co-ordinates define the approximate start points and end points of the project sections:

	Latitude	Longitude
Start	44°10'48.61"N	80°50'06.58"W
Potential End (McCollough Lake Rd)	44°22'11.99"N	80°53'33.36"W

2. Regulatory Requirements and Approvals

Ontario Energy Board ("OEB") review and approval is required before this project can proceed. As part of that application, an Environmental Report (ER) will be prepared in accordance with the OEB *Environmental Guidelines for the Location, Construction and Operation of Hydrocarbon Pipelines and Facilities in Ontario (2016)*. The ER for this Project will be completed and submitted to the OEB in the Fall of 2017. Construction of the expansion project is planned to begin in Spring/Summer 2018 with an in service date of Summer/Fall 2018.

Other permits and authorizations for the project will be determined and may be necessary at the Federal, Provincial and Municipal levels.

3. Environmental Planning Process

The environmental planning process for the Project will be initiated in the spring of 2017 by Union Gas, with support provided throughout the process by consultant archaeologists, cultural heritage specialists, and biologists. The following provides a general overview of the environmental planning process for the Project:

- **Complete an Environmental Report (ER)**
 - Describe the proposed work necessary for the Project;
 - Complete a Route Evaluation Study
 - Describe the procedures that will be followed during construction of the facilities;
 - Identify potential environmental impacts and recommend measures to minimize those impacts; and
 - Describe the public consultation opportunities.
 - **Complete all necessary studies and assessments**
 - An Archaeological Assessment will be conducted by a licensed archaeologist in accordance with the Ministry of Tourism, Culture and Sport (MTC) guidelines to identify known or potential archaeological resources within the Project area and will develop an appropriate mitigation plan if required.
 - A heritage specialist will review the running line for potential cultural heritage landscapes and built heritage resources and will develop an appropriate mitigation plan if required.
 - A certified biologist will review the running line for potential species at risk and determine if any species will be impacted by construction activities and will develop an appropriate mitigation plan if required.
 - **Obtain all necessary environmental permits and approvals**
 - Union Gas will obtain permits from the Saugeen Valley Conservation Authority to work within regulated areas.
 - Union Gas will work with all other relevant governing agencies (i.e. the Ministry of Natural Resources and Forestry) to obtain any permit and/or approval should it be necessary.
-

4. Consultation

Public consultation is an important part of the environmental planning process and will include discussions with the relevant Municipalities, the Saugeen Valley Conservation Authority and any other relevant agencies or parties.

4.1 Project Notification

Union will meet with the relevant municipalities regarding the project. Union will also discuss the project with the Saugeen Valley Conservation Authority, First Nations and Metis Nation as identified by MOE.

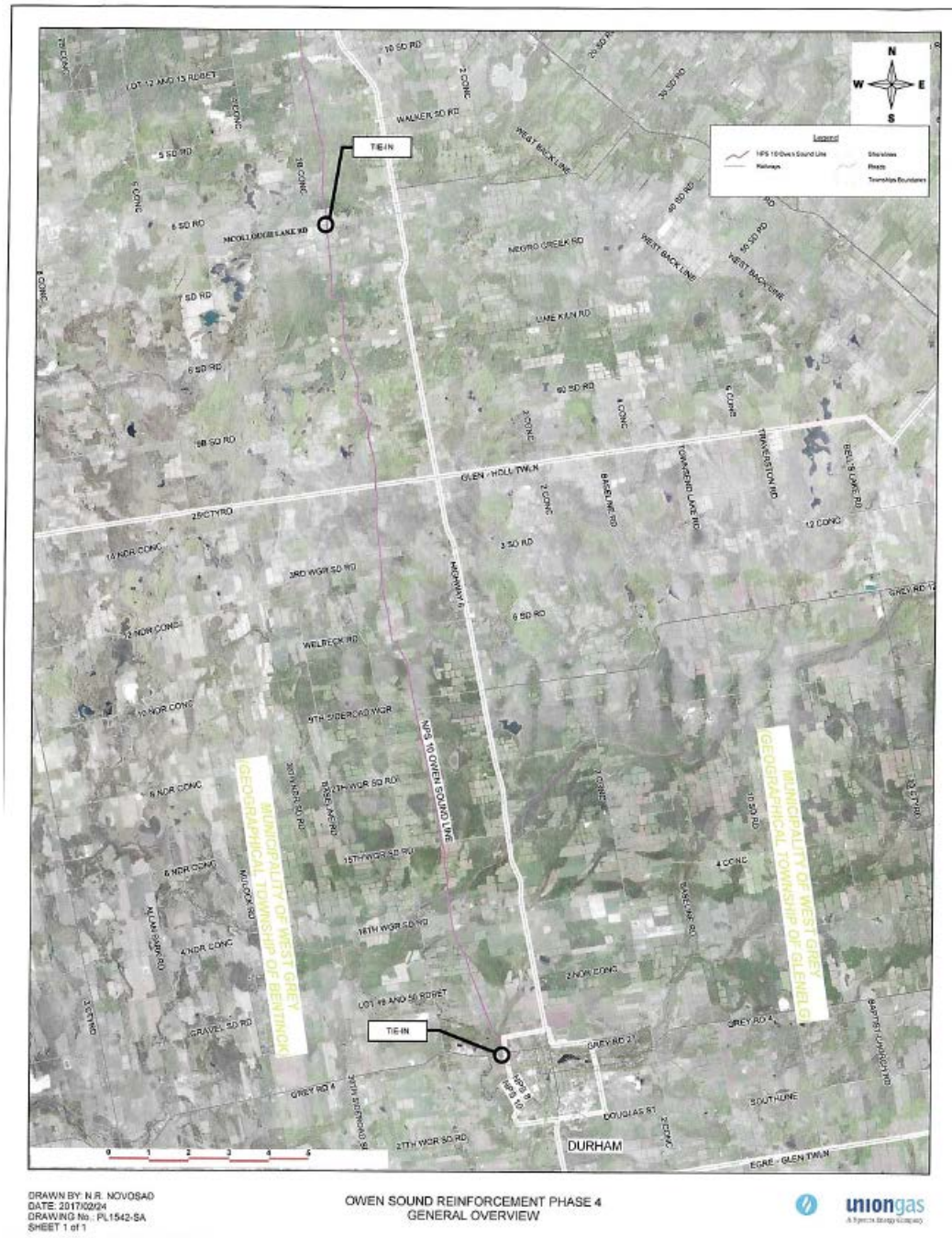
5. Project Activities

Union is proposing to add an additional NPS 12 pipeline of up to approximately 26.2 km in length to expand the capacity of the Owen Sound Transmission system. A route evaluation study will be completed to determine the preliminary preferred route from the Durham Gate Station on Grey County Road 4 to a new station potentially located on McCollough Lake Road.

The majority of the running line is expected to be installed using Union standard construction practices include grading the site, digging the trench, installing the welded pipeline in the trench, testing the pipeline, and restoring the area to its original condition. The crossing methods used for the watercourse crossings along the selected route will be determined during detailed design and will be based on site specific conditions and the results of geotechnical investigations.

6. Summary and Conclusion

The purpose of this report is to provide MOE with preliminary information regarding the Project and acquire a list of Indigenous communities that may be interested in providing feedback during the project planning process. Field work and data collection will be undertaken to determine the potential effects of this Project during the construction, and operation phases. Mitigation measures to manage these potential effects will be identified and will include proposed monitoring and contingency plans which will be implemented to ensure effects are minimized.



Schedule C- Letter of Delegation of Authority

Ministry of Energy

77 Grenville Street
8th Floor
Toronto ON M7A 2C1

Tel: (416) 314-2599

Ministère de l'Énergie

77 rue Grenville
8^{ème} étage
Toronto ON M7A 2C1

Tél: (416) 314-2599



Indigenous Energy Policy

VIA EMAIL

April 20, 2017

Ken McCorkle
Manager, First Nations and Métis Affairs
Union Gas Limited
50 Keil Drive North
Chatham, ON N7M 5M1

Re: Owen Sound Reinforcement Phase 4 Pipeline Project

Dear Mr. McCorkle:

Thank you for your email dated March 11, 2013, notifying the Ministry of Energy of Union Gas Limited's (Union Gas) intention to apply for Leave to Construct for the Owen Sound Reinforcement Phase 4 Pipeline Project and requesting clarification on Duty to Consult requirements.

I understand that Union Gas is proposing to construct a NPS 12 pipeline, 26.2km in length, to increase capacity and accommodate additional demand for natural gas on the Owen Sound line between the existing Durham Gate Station to a new station potentially located on McCollough Lake Rd.

The Ministry has reviewed the information provided relative to its current understanding of the interests of First Nation and Métis communities in the area and has determined that it may have the potential to affect First Nation and Métis communities who hold or claim Aboriginal or treaty rights protected under Section 35 of Canada's *Constitution Act* 1982.

As you are aware, the Government of Ontario (the "Crown") has a constitutional duty to consult and accommodate First Nation and Métis communities when Crown project approvals may lead to an appreciable adverse impact on established or asserted Aboriginal or treaty rights. While the legal duty to consult falls on the Crown, the Crown may delegate the day-to-day, procedural aspects of consultation to project proponents. The Ministry of the Energy is delegating the procedural aspects of consultation to Union Gas through this letter.

Based on the Crown's preliminary assessment of First Nation and Métis community rights and project impacts, the following Aboriginal communities should be consulted on the basis that they have or may have constitutionally protected Aboriginal or treaty rights that may be adversely affected by the Project:

Community	Mailing Address
Saugeen First Nation*	RR 1 Southampton ON N0H 2L0
Chippewas of Nawash Unceded First Nation *	RR 5 Warton ON N0H 2T0
Métis Nation of Ontario Great Lakes Métis Council **	380 9 th Street East Owen Sound ON N4K 1P1
Historic Saugeen Métis	204 High Street Southampton ON N0H 2L0

Notes:

* Saugeen Ojibway Nation (SON) is collectively the Chippewas of Nawash Unceded First Nation and Saugeen First Nation. You should contact the SON's Environment Office at 25 Maadookii Subdivision, Neyaashiingmiing ON N0H 2T0 to discuss how best to share project information and to engage with the SON. This office is responsible for managing the collective consultation interests and activities of both SON communities.

** It is common practice to copy the Métis Nation of Ontario Consultation Unit on correspondence to MNO community Councils at 500 Old St. Patrick Street, Unit D Ottawa ON K1N 9G4.

This rights-based consultation list is based on information that is subject to change. First Nation and Métis communities may make new rights assertions at any time, and other developments (e.g. the discovery of Aboriginal archaeological sites) can occur that may require additional Aboriginal communities to be notified and/or consulted. If you become aware of potential rights impacts on communities that are not listed above at any stage of the consultation and approval process, kindly bring this to the attention of the Ministry with any supporting information regarding the claim. The Ministry will then assess whether it is necessary to include the community on the rights-based consultation list above.

The Ministry relies on consultation conducted by proponents when it assesses the Crown's obligations and directs proponents during the regulatory process. Union Gas's responsibilities for procedural aspects of consultation include:

- Providing the First Nation and Métis communities with timely notice of the project for the purposes of considering possible impacts on their Aboriginal and/or treaty rights;
- Providing First Nation and Métis communities with information about the project including anticipated impacts, and information on timelines;

- Following up with First Nation and Métis communities to ensure they received project information and that they are aware of the opportunity to express comments and concerns about the project;
- Explaining the regulatory and approval processes that apply to the project;
- Gathering information about how the project may adversely impact the relevant Aboriginal and/or treaty rights (for example, hunting, fishing) or sites of cultural significance (for example, burial grounds, archaeological sites);
- Considering the comments and concerns raised by First Nation and Métis communities and providing responses;
- Where appropriate, discussing accommodation, including mitigation or other measures to address potential adverse impacts on Aboriginal and/or treaty rights;
- Where appropriate, developing and discussing with the Crown appropriate accommodation measures;
- Taking reasonable steps to foster positive relationships with the First Nation and Métis communities;
- Bearing the reasonable costs associated with these procedural aspects of consultation; and
- Maintaining records of activities in relation to carrying out the delegated procedural aspects of consultation and providing information to the Ministry.

If you have any questions about this letter or require any additional information please contact Michelle Schlag, Senior Advisor at 416-327-7158 or michelle.schlag@ontario.ca

Sincerely,



Shannon McCabe
A/Manager
Indigenous Energy Policy

Schedule D Presentation on project



Owen Sound Phase 4 & Southern Bruce County Expansion

Introduction



Union Gas

- Provides safe reliable distribution of natural gas to homes, businesses and industry
- A Storage, Transmission and Distribution Company
- Regulated by the Ontario Energy Board
- Over 100 years of operation in Ontario



Introduction



Indigenous Affairs at Union Gas

- Respect the treaty and aboriginal rights of First Nations, Métis and Inuit peoples of Canada, as recognized and affirmed in the Constitution Act (1982).
- Build and maintain sustainable, long-term relationships with First Nations and Métis peoples, based on mutual respect and common interests.
- Increase the quantity and quality of First Nations and Métis participation in Union Gas workforce through training, employment and contracting.
- Recognize that First Nations and Métis peoples have unique cultural and historical characteristics and connections to the land, which must be accommodated when developing consultation programs for our local facilities and operations.
- Engage First Nations and Métis peoples in culturally appropriate ways as we design, build, operate and maintain our local facilities. We seek constructive consultative processes; open, transparent communications; and innovative, mutually-beneficial working arrangements.

Union Gas |

Introduction



Environmental Planning

- Responsible for meeting the environmental planning requirements of the OEB.
- Overseeing the completion of environmental field surveys.
- Obtaining all environmental permits and approval from all levels of government.



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Environmental Planning Process



OEB Regulated Projects

- Environmental Assessments prepared following the *Environmental Guidelines for the Location, Construction and Operation of Hydrocarbon Pipeline and Facilities in Ontario (2016)*.

Non-OEB Regulated Projects

- Environmental Screening Checklist.
 - Approved by the OEB
 - For projects that do not require an application to the OEB.



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Field Surveys



Field Surveys

May Include:

- Archaeology
- Species at Risk
- Botanical
- Breeding Birds
- Amphibians
- Aquatic Resources (fisheries)
- Built Cultural Heritage



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Watercourse Crossings



Fisheries and Oceans Canada Agreements (Four sediment and erosion control Plans)

- Flumed
- Dam and Pump
- Horizontal Directional Drill
- Vehicle Crossings (Temporary Bridges and Culverts)



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Water Well Monitoring



Union Gas Standard Water Well Monitoring Procedures

- Retain a licenced hydrogeologist to design and complete the monitoring program.
- Typically involves sampling and monitoring residential water wells within the vicinity of the pipeline construction.
- Typically are complaint based following the collection of base line data on quantity and quality.
- Should a private water well be affected Union Gas will provide a potable water supply and the well will be restored or repaired as required.



Union Gas |

Tree Replacement Program



- Union Gas is committed to replace tree cover removed to support project construction
- Standard replacement is replanting twice the area of trees removed with seedlings.
- Based on MNRF standards of 1,000 seedling per acre.
- Union will work with impacted land owners and local Conservation Authorities to find suitable tree planting locations .



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Owen Sound Phase 4 Project



The Project is proposed to serve a growing demand for natural gas along the Owen Sound Pipeline System.

- Up to 36 km from Durham north to Side Road 1 (Chatsworth).
- Preliminary Preferred Route is road allowance.
- NPS 12 steel pipe, looping the existing NPS 10 pipeline.
- Information session is being planned for July 18 and 19, 2017.
- Construction currently scheduled for June 2019 through October 2019.
- In service for November 2019.

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Owen Sound Phase 4 Project



Union Gas |

Southern Bruce County Expansion Project

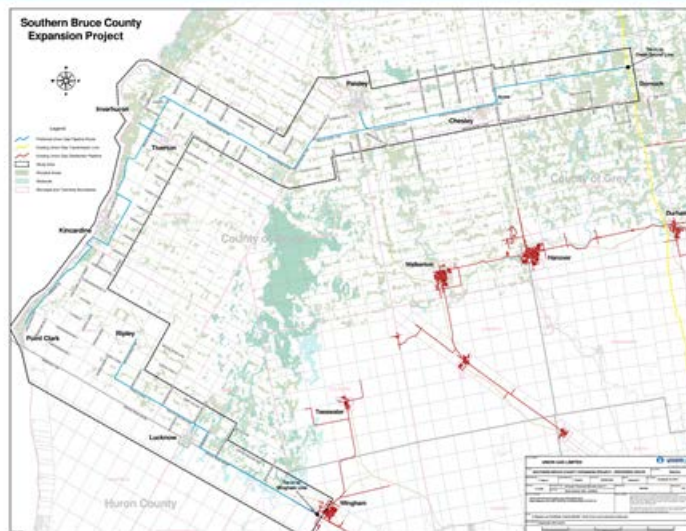


Expansion of the Union Gas Pipeline System into Southern Bruce County

- ~130 km of NPS 6 and NPS 8 lateral pipeline.
- Distribution piping for each community.
- Constructed in two phases 2018 and 2019.
- Phase 1 in-service 2019 and Phase 2 in-service 2020.

Union Gas |

Southern Bruce County Expansion Project



Union Gas |



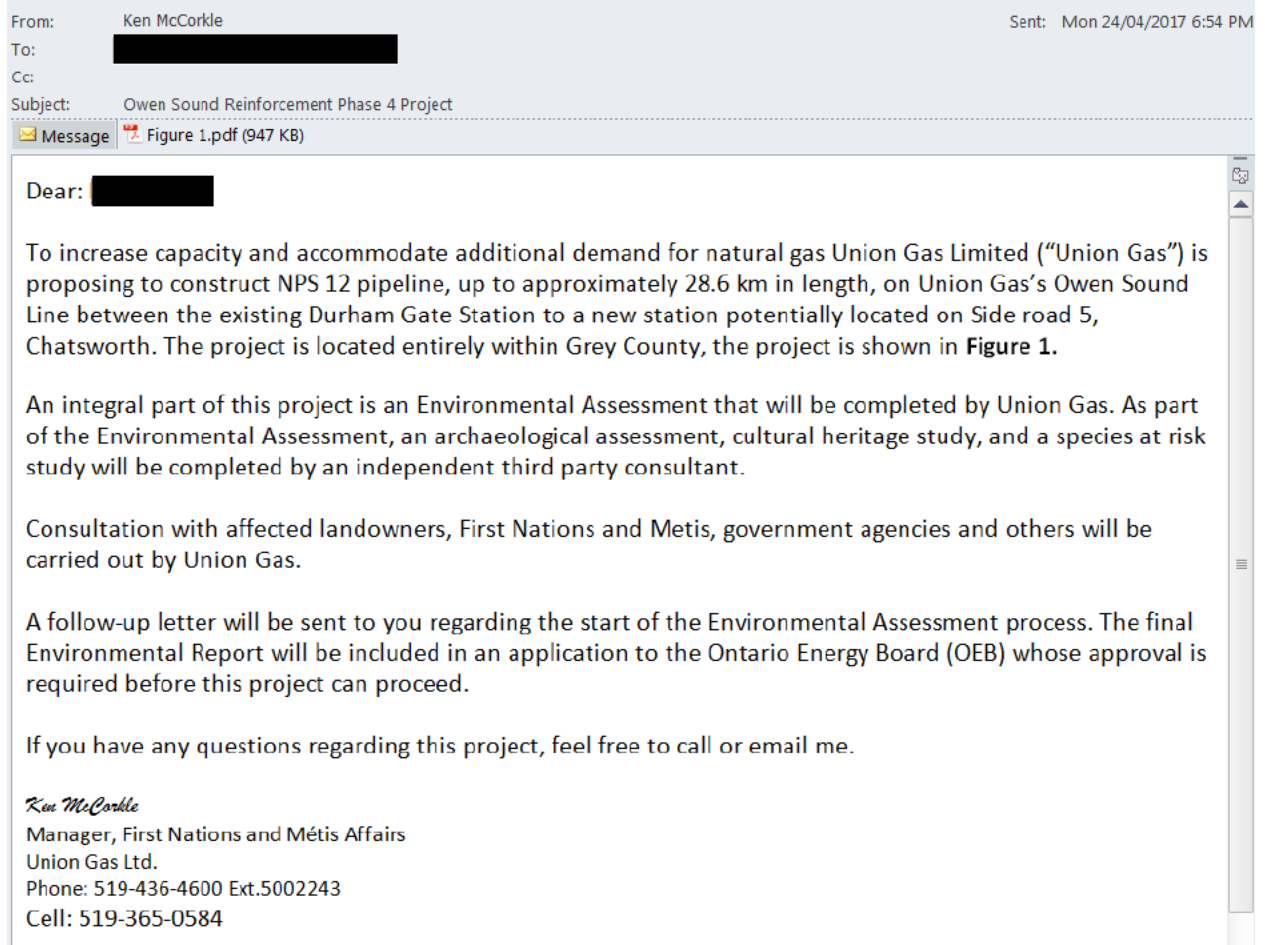
Q&A



www.uniongas.com



Attachment 1.1



Attachment 1.2

From: John Bonin
To: Ryan Park
Cc: Ken McCorkle; Doug Schmidt
Subject: RE: Owen sound Phase 4 Reinforcement

Sent: Wed 24/05/2017 9:13 AM

Messages left with all 3 groups

John

From: Park, Ryan
Sent: May-19-17 4:27 PM
To: Bonin, John
Cc: McCorkle, Ken; Schmidt, Doug
Subject: Owen sound Phase 4 Reinforcement

Hi John,

In Ken's absence could you reach out to the Historic Saugeen Métis, SON and Region 7 MNO to give them a curtesy call to update them on the construction Schedule for the Owen Sound Phase 4 Reinforcement Project? The construction start date has been changed from spring 2018 to spring 2019.

The Environmental assessment and field programs will be occurring as planned (completed this year).

Let me know if you have any questions.

Cheers,
Ryan

Ryan Park, B.Sc., Can-CISEC
Senior Environmental Planner
Permitting & Environmental Planning

Attachment 1.3

From: [REDACTED]
Sent: May-25-17 3:13 PM
To: [REDACTED]
Subject: Union Gas Owen Sound Lateral reinforcement project - request for monitor
Importance: High

AECOM has been engaged by Union Gas to carry out field work in relation to the Owen Sound Lateral reinforcement pipeline project. We are preparing to have field crews conducting amphibian surveys on Monday to Wednesday of next week. Your contact information has been provided to us by Union Gas regarding monitors for field survey work in support of this project. We have been requested to reach out to coordinate with you to provide a monitor to visit the site with our crew, should you be interested in participating. Please let us know if you are interested in participating next week, have a monitor available, and if yes to both, the contact information of the monitor for our field crew to coordinate with. If you have any questions or concerns please don't hesitate to contact me at the contact information below.

Best Regards,

[REDACTED]
Senior Permitting Specialist

AECOM
30 Leek Crescent
4th Floor
Richmond Hill, ON, L4B 4N4, Canada
T +905-882-4401
aecom.com

Built to deliver a better world

From: [REDACTED]
Sent: May-25-17 3:58 PM
To: [REDACTED]
Subject: RE: Union Gas Owen Sound Lateral reinforcement project - request for monitor

Hello [REDACTED]

Thanks for the invitation, but as much as I'd like to hunt down frogs and salamanders, my interest is in the archaeological assessments that will be done for the project. Is AECOM doing that component as well?

[REDACTED] the person to chat with about the slippery ones!

[REDACTED]

Attachment 1.4



June 28, 2017

Land Use Planning Coordinator
Saugeen Ojibway Nation
C/o Chippewas of Nawash Literacy Building
#25 Maadookii Subdivision
Neyaashinigmiing, Ontario N0H 2T0

Dear [REDACTED]

Regarding: Project Commencement and Public Information Sessions for Owen Sound Phase 4 Pipeline Reinforcement Project

To serve a growing demand for natural gas, Union Gas plans to construct up to 36 kilometres of 12-inch diameter natural gas pipeline to reinforce the existing Owen Sound Pipeline System within Grey County.

The Owen Sound Phase 4 Reinforcement project (Project) involves construction of a new pipeline in the Municipality of West Grey and the Township of Chatsworth, in the County of Grey. The location of the Preliminary Preferred Pipeline Route is identified in Figure 1.

AECOM Canada Ltd. (AECOM) has been retained by Union Gas to prepare an Environmental Report (ER) to assess the potential environmental and socio-economic effects that may result from the Project and outline plans for avoiding and/or mitigating any effects, where possible. As part of the ER, a Preliminary Preferred Pipeline Route has been identified (please see key map below). The ER will be prepared in accordance with the Ontario Energy Board's (OEB) *Environmental Guidelines for the Location, Construction and Operation of Hydrocarbon Pipelines and Facilities in Ontario* (2016). The ER will accompany a Leave-to-Construction application that will be submitted to the OEB as early as fall of 2017. OEB review and approval is required before this project can proceed. Construction of the expansion project is planned to begin as early as 2019.

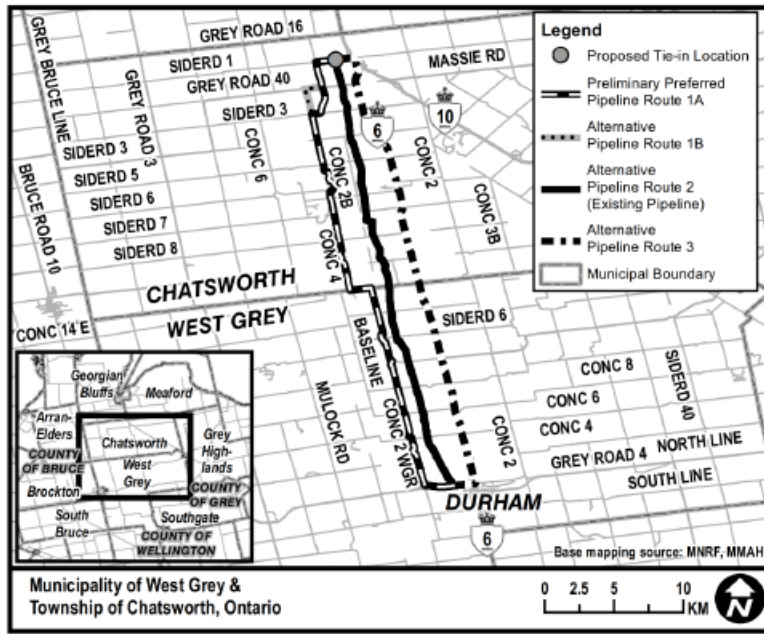
A key part of the planning process involves consultation with local landowners, First Nations and Métis communities, government agencies and other interested parties that could be impacted by the Project. Two public information sessions are planned to provide interested parties an opportunity to learn about the planning process, and review studies and investigations that have been completed to date. The format of the public information session will be drop-in style session, and the representatives from Union Gas and AECOM will be in attendance to answer questions.

A notice providing details about the public information sessions was published in local newspapers two weeks in advance. The purpose of this letter is to invite you to attend one of the following public information sessions and provide feedback in a format that is convenient for you:

Public Information Session 1		Public Information Session 2	
Date:	Tuesday, July 18, 2017	Date:	Wednesday, July 19, 2017
Time:	5 p.m. to 8 p.m.	Time:	5 p.m. to 8 p.m.
Location:	Durham Community Centre 451 Saddler Street West Durham, Ontario N0G 1R0	Location:	Williamsford Community Centre 112 Salter Street, Williamsford, Ontario N0H 2V0

P.O. Box 2001, 50 Keil Drive North, Chatham, ON, N7M 5M1 www.uniongas.com
Union Gas Limited

Figure 1: Preliminary Preferred Pipeline Route



If you have any questions about the Project or the environmental study process, please do not hesitate to contact me using the contact information provided below.

Sincerely,

Ken McCorkle
 Manager, Indigenous Affairs
 Union Gas Ltd.
 Phone: 519-436-4600 Ext.5002243
 Cell: 519-365-0584

Attachment 1.5

From: Ken McCorkle <KMccorkle@uniongas.com>

Date: Friday, June 30, 2017 at 8:08 PM

To: [REDACTED]

Cc: [REDACTED]

Subject: Project Meeting with SON (Bruce & Owen Sound Phase 4)

Hello [REDACTED]

Thank you for meeting with Doug Schmidt and myself regarding the Owen Sound Phase 4 Reinforcement and the Southern Bruce project for Union Gas. We thank you for your time and interest in this project as Union has and will continue to be transparent and respectful of the Indigenous peoples rights regarding the land that we work on. As per our discussion the Southern Bruce project is in the early stages and we have no clear direction at this point if Union will be constructing the project. Our meeting with you was to inform SON that we are cognisant of your treaty rights and want to get the information that we have available to you as soon as possible. Union values the relationship that has been built with SON.

We are waiting for an OEB decision on who will constructing the pipeline and we will inform you as soon as we receive that direction. Union wanted to be prepared in the event that we are given the green light so we wanted to update you of this and our position.

Again, [REDACTED] it was nice to meet with you and share what we have at this point. Looking forward to further correspondence regarding these projects.

If you have any questions at any time please do not hesitate to contact me,

Miigwetch,

Ken

Attachment 1.6

From: [REDACTED]
Sent: July-24-17 11:33 AM
To: McCorkle, Ken
Cc: [REDACTED]
Subject: Re: Project Meeting with SON (Bruce & Owen Sound Phase 4)

Hello Ken,

I just wanted to touch base with you again and say that it was a pleasure meeting with you and Doug Schmidt a few weeks ago. I also wanted to let you know that I receive the notice of Public Meetings for phase 4 Pipeline Reinforcement Project. The reason for my email is to inquire if SON will be receiving an official letter or notification asking for consultation. I appreciate the letter we received and we would like to engage as soon as possible on this matter.

Ken, as always, I'm available by phone (cell) if you have any questions for me.

P.S. the Chippewas of Nawash is hosting their annual golf tournament this year on August 24, 2017. I will send that information to you shortly.

Miigwetch,
[REDACTED]

From: Ken McCorkle
To: [REDACTED]
Cc:
Subject: RE: Project Meeting with SON (Bruce & Owen Sound Phase 4)

Message: SON request letter for Consultation (Owen Sound Phase 4).doc (267 KB)

Hello [REDACTED]
I have attached a letter as per your request,

Miigwetch,
Ken

Ken McCorkle
Manager, Indigenous Affairs
Union Gas Ltd.
Phone: 519-436-4600 Ext.5002243
Cell: 519-365-0584
Toll Free: 877-293-6215
Fax: 519-436-5392
Email: kmccorkle@uniongas.com
We can't change the past, but we can influence our future



July 28, 2017

[REDACTED]
Land Use Planning Coordinator
Saugeen Ojibway Nation Environment Office
25 Maadookii Subdivision
Neyaashiinigmiing, ON, N0H 2T0

Re: Owen Sound Phase 4 Pipeline Project (Union Gas Ltd.)

Dear [REDACTED]

I trust this letter finds you well!
I am writing to confirm our previous meeting on June 29, 2017 regarding the above project and to request further consultation as required by SON. Union Gas respects and affirms the treaty rights held by SON on their traditional territory and wants to confirm this with an open line of communication regarding the above mentioned project. Union will contact you to inquire about further consultation and to update you on any new information that has come to light. If you have any concerns or questions in the interim please contact me at your earliest convenience.
Again thank you for your time on this matter to date and we are looking forward to further discussion as we move ahead in our partnership.

Yours truly,

Ken McCorkle

Ken McCorkle
Manager, Indigenous Affairs
Union Gas Limited
50 Keil Drive North
Chatham, ON N7M 5M1
Phone: 519-365-0584
Email: kmccorkle@uniongas.com

Attachment 1.7

From: [REDACTED]
Sent: July-27-18 11:35 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Union Gas Owen Sound Lateral reinforcement project - request for monitor
Importance: High

[REDACTED] I wanted to give you the "heads-up" that AECOM's Archaeological team is planning to head to the field in August (not next week but potentially starting the week of August 6th) to begin Stage 2 Archaeological Assessment field activities. Knowing that this activity is more of interest to you we'd like to maintain contact with you regarding attendance with our crews as that activity commences. I have copied our Archaeological lead, [REDACTED] as her team will be coordinating with you directly regarding scheduling. I just wanted to let you know about the upcoming activity and to introduce you [REDACTED] by email. Please don't hesitate to contact us with any questions in the meantime.

[REDACTED] I've copied you just as an FYI but also to let you know that we will keep in touch regarding any further biological field studies that you may be interested in as well.

Best Regards,

[REDACTED]
 Senior Project Manager, Planning and Permitting
 Environment

From: [REDACTED]
Sent: July-31-18 1:44 PM
To: [REDACTED]
Cc: [REDACTED]
KMccorkle@uniongas.com
Subject: RE: Union Gas Owen Sound Lateral reinforcement project - request for monitor

Hello [REDACTED]

Can't remember if I had asked you about a Stage 1 arch assessment for this project. Would it be possible to get a copy?

Thanks,

From: Ken McCorkle
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Union Gas Owen Sound Lateral reinforcement project - request for monitor

Sent: Wed 01/08/2018 9:13 AM

Hello [REDACTED]
 Thank you for the follow up. Please forward to SON as noted below. Union as part of the consultation agreed to forward this information as requested. An email will be fine and please cc myself on the correspondence.

Regards,
 Ken

Ken McCorkle
 Manager, Indigenous Affairs
 Union Gas Ltd.
 Phone: 519-436-4600 Ext.5002243
 Cell: 519-365-0584
 Toll Free: 877-293-6215
 Fax: 519-436-5392
 Email: kmccorkle@uniongas.com
 We can't change the past, but we can influence our future

From: [REDACTED]
Sent: August-01-18 12:01 PM
To: [REDACTED]
Cc: Grant, Adria; KMccorkle@uniongas.com; Markham, Samantha
Subject: RE: Union Gas Owen Sound Lateral reinforcement project - request for monitor
Importance: High

[REDACTED] I'm going to send you a link to the following reports (the file sizes are too large to send by email):

1. Stage 1 Archaeological Assessment dated March 7, 2018; submitted to MTCS and entered into their Registry
2. Stage 1 Archaeological Assessment for Additional Lands dated July 30, 2018; submitted to MTCS this week and pending MTCS review

If you have any questions as you review the information please don't hesitate to contact us. We look forward to any feedback you might have as well as your participation in the upcoming Stage 2 work in the field.

Best Regards,

[REDACTED]
Senior Project Manager, Planning and Permitting
Environment
[REDACTED]

From: [REDACTED]
Sent: August-01-18 1:09 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: [External] RE: Union Gas Owen Sound Lateral reinforcement project - request for monitor

[Next](#) [Previous](#)

Hello all,

The Stage 1s arrived, thanks. Should be an interesting Stage 2. Once logistics get arranged with [REDACTED] I'll touch base with [REDACTED] to see what test-pitting equipment the SON gang should bring.

From: Ken McCorkle
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: [External] RE: Union Gas Owen Sound Lateral reinforcement project - request for monitor

Sent: Wed 01/08/2018 1:51 PM

Hello [REDACTED]

Thank you for the confirmation regarding this project. We will speak again as we move ahead with this project. In the interim if you have any questions please do not hesitate to contact me at your convenience.

Regards,
Ken

Ken McCorkle

Manager, Indigenous Affairs
Union Gas Ltd.
Phone: 519-436-4600 Ext.5002243
Cell: 519-365-0584
Toll Free: 877-293-6215
Fax: 519-436-5392
Email: kmccorkle@uniongas.com

We can't change the past, but we can influence our future

Attachment 1.8

From: [REDACTED] Next Last
Date: Wednesday, August 1, 2018 at 10:11 AM
To: [REDACTED]
Cc: Ken McCorkle <kmccorkle@uniongas.com>, [REDACTED]
Subject: Stage 2 Archaeology Fieldwork - Union Gas Owen Sound Replacement

Good morning [REDACTED]

We are planning to begin the Stage 2 archaeological fieldwork for Union Gas' Owen Sounds replacement project on Tuesday August 7th and would like to coordinate having participants from SON join us.

We would like to meet up at 9am at the Municipality of West Grey admin office parking lot (402813 Grey County Rd 4, Durham, ON N0G 1R0). Please confirm if you will have someone available.

[REDACTED] is coordinating the fieldwork, she is copied on this email and can also be reached at (226) 378-9069.

We look forward to working with you on this project.

Kind regards,
[REDACTED]

[REDACTED]
Senior Archaeologist
Manager, Cultural Resources
[REDACTED]

From: [REDACTED]
Sent: August-01-18 10:28 AM
To: [REDACTED]
Cc: Ken McCorkle; [REDACTED]
Subject: [External] Re: Stage 2 Archaeology Fieldwork - Union Gas Owen Sound Replacement

Thank you for taking my call [REDACTED]

I can confirm that [REDACTED] will review the stage 1 reports and we can provide one monitor for the assessment. How many days are you planning for the stage 2 evaluations?

Ken:

Can I send you a 1-page/agreement budget for our monitor and [REDACTED] time to review? All I would need is a confirmation from you for the funds, I'll send that to finance so they know the funding is guaranteed.

Thank you,
[REDACTED]

Attachment 1.9

From: [REDACTED]
Sent: Friday, August 03, 2018 1:49 PM
To: [REDACTED]
Cc: kmccorkle@uniongas.com; [REDACTED]
Subject: RE: Stage 2 Archaeology Fieldwork - Union Gas Owen Sound Replacement

Good afternoon [REDACTED]

We just received word that Union Gas is still updating the temporary land use areas, and would like us to push the assessment back. As a result, we will not be sending a team up on Tuesday August 7th as planned. We are still hoping to get the fieldwork done next week, but this change will require some mapping updates that won't get done for us today.

We will keep you posted with our adjusted schedule once we have received the updated mapping early next week. Thanks very much, and I apologize for any inconvenience. We will touch base early next week with a schedule.

Have a great long weekend [REDACTED]

[REDACTED]
[REDACTED]
Professional Archaeologist
Environment, Greater Ontario

Attachment 1.10

From: [REDACTED]
Sent: Tuesday, August 07, 2018 2:27 PM
To: [REDACTED]
Cc: kmccorkle@uniongas.com; [REDACTED]
Subject: RE: Stage 2 Archaeology Fieldwork - Union Gas Owen Sound Replacement

Good afternoon [REDACTED]

We've received an update regarding the information below that I wanted to pass along - Union Gas is providing the AECOM project team with the updated mapping sometime this week. Therefore, we will not be going out to do the Stage 2 assessment in Owen Sound this week. I will reach out to you once the mapping has been reviewed and we can coordinate the field work for the following week. I will keep you posted with any other changes that come up.

Please don't hesitate to reach out to [REDACTED] or myself if you have any questions.

Thanks very much, have a good day!

[REDACTED]

Attachment 1.11

From: Ken McCorkle
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Stage 2 Archaeology Fieldwork - Union Gas Owen Sound Replacement

Sent: Mon 13/08/2018 1:29 PM

Hello [REDACTED]
Glad to see you are able to participate in the field studies that we discussed for this project. If there are any concerns at all as we move forward please do not hesitate to contact me,

Miigwetch,
Ken

Ken McCorkle
Manager, Indigenous Affairs
Union Gas Ltd.
Phone: 519-436-4600 Ext 5002243
Cell: 519-365-0584
Toll Free: 877-293-6215
Fax: 519-436-5392
Email: kmccorkle@uniongas.com
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From: [REDACTED]
To: Ken McCorkle
Cc: [REDACTED]
Subject: [External] Re: Stage 2 Archaeology Fieldwork - Union Gas Owen Sound Replacement

Sent: Mon 13/08/2018 2:07 PM

Message 13.Aug.18 Union Gas O.S Replacement Arch Budget[2].pdf (132 KB)

Hello Ken,


Thanks for the email, I think we're good in terms of a path forward and I like what [REDACTED] suggested on next steps (meet in person and chat in the field). I'm good with that approach and I'm sure the experts will have their conversation tomorrow and advise us on any plans.

I also owe you a budget for this, please see the attached budget.

Thank you,
[REDACTED]

Attachment 1.12

Owen Sound Reinforcement Project

 You forwarded this message on 04/07/2019 11:31 AM.

Sent: Thu 04/07/2019 11:30 AM

To: 

Cc: Ken McCorkle

Good morning,

We wanted to provide you with an update on the Owen Sound Reinforcement project that we began consultation on in 2017. This project had been delayed but will be moving forward with an Ontario Energy Board filing later in July.


We wanted to reach out to let you know that we will be going ahead with the project and follow up to see if you have any questions or concerns. We would be happy to have a call to provide a refresher on the project and discuss further.

If you'd like to set up a call, please feel free to respond to this email or call Ken McCorkle, Senior Advisor Indigenous, Municipal Affairs and Stakeholder Relations at (519) 365-0584.

We look forward to hearing from you.

Miigwech, Thank you

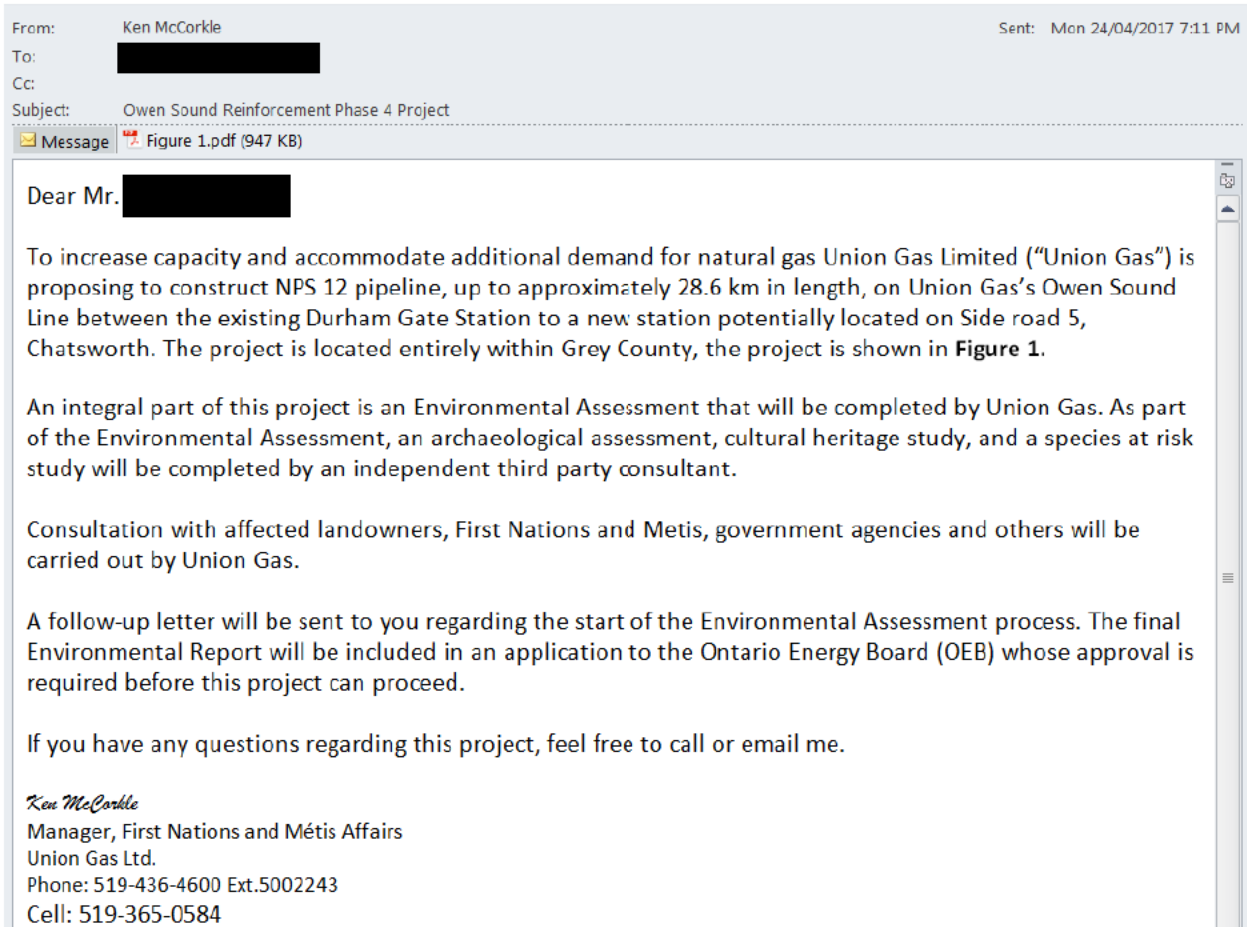



Analyst, Indigenous Affairs

—
ENBRIDGE GAS INC. OPERATING AS UNION GAS


uniongas.com

Attachment 2.1



Attachment 2.2

From: [REDACTED] Sent: Wed 24/05/2017 9:13 AM
To: [REDACTED]
Cc: Ken McCorkle; [REDACTED]
Subject: RE: Owen sound Phase 4 Reinforcement

Messages left with all 3 groups

[REDACTED]

From: [REDACTED]
Sent: May-19-17 4:27 PM
To: [REDACTED]
Cc: McCorkle, Ken; [REDACTED]
Subject: Owen sound Phase 4 Reinforcement

Hi [REDACTED]

In Ken's absence could you reach out to the Historic Saugeen Métis, SON and Region 7 MNO to give them a curtesy call to update them on the construction Schedule for the Owen Sound Phase 4 Reinforcement Project? The construction start date has been changed from spring 2018 to spring 2019.

The Environmental assessment and field programs will be occurring as planned (completed this year).

Let me know if you have any questions.

Cheers,
[REDACTED]
Senior Environmental Planner
Permitting & Environmental Planning

Attachment 2.3



June 28, 2017

[REDACTED]
Lands and Resource Coordinator
Historic Saugeen Métis
204 High Street
Southampton, Ontario N0H 2L0

Dear [REDACTED]

Regarding: Project Commencement and Public Information Sessions for Owen Sound Phase 4 Pipeline Reinforcement Project

To serve a growing demand for natural gas, Union Gas plans to construct up to 36 kilometres of 12-inch diameter natural gas pipeline to reinforce the existing Owen Sound Pipeline System within Grey County.

The Owen Sound Phase 4 Reinforcement project (Project) involves construction of a new pipeline in the Municipality of West Grey and the Township of Chatsworth, in the County of Grey. The location of the Preliminary Preferred Pipeline Route is identified in Figure 1.

AECOM Canada Ltd. (AECOM) has been retained by Union Gas to prepare an Environmental Report (ER) to assess the potential environmental and socio-economic effects that may result from the Project and outline plans for avoiding and/or mitigating any effects, where possible. As part of the ER, a Preliminary Preferred Pipeline Route has been identified (please see key map below). The ER will be prepared in accordance with the Ontario Energy Board's (OEB) *Environmental Guidelines for the Location, Construction and Operation of Hydrocarbon Pipelines and Facilities in Ontario* (2016). The ER will accompany a Leave-to-Construction application that will be submitted to the OEB as early as fall of 2017. OEB review and approval is required before this project can proceed. Construction of the expansion project is planned to begin as early as 2019.

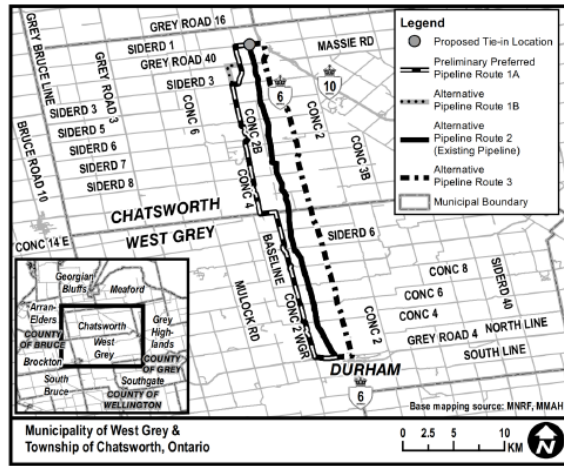
A key part of the planning process involves consultation with local landowners, First Nations and Métis communities, government agencies and other interested parties that could be impacted by the Project. Two public information sessions are planned to provide interested parties an opportunity to learn about the planning process, and review studies and investigations that have been completed to date. The format of the public information session will be drop-in style session, and the representatives from Union Gas and AECOM will be in attendance to answer questions.

A notice providing details about the public information sessions was published in local newspapers two weeks in advance. The purpose of this letter is to invite you to attend one of the following public information sessions and provide feedback in a format that is convenient for you:

Public Information Session 1		Public Information Session 2	
Date:	Tuesday, July 18, 2017	Date:	Wednesday, July 19, 2017
Time:	5 p.m. to 8 p.m.	Time:	5 p.m. to 8 p.m.
Location:	Durham Community Centre 451 Saddler Street West Durham, Ontario N0G 1R0	Location:	Williamsford Community Centre 112 Salter Street, Williamsford, Ontario N0H 2V0

P.O. Box 2001, 50 Keil Drive North, Chatham, ON, N7M 5M1 www.uniongas.com
Union Gas Limited

Figure 1: Preliminary Preferred Pipeline Route



If you have any questions about the Project or the environmental study process, please do not hesitate to contact me using the contact information provided below.

Sincerely,

Ken McCorkle
 Manager, Indigenous Affairs
 Union Gas Ltd.
 Phone: 519-436-4600 Ext.5002243
 Cell: 519-365-0584

Attachment 2.4

From: Ken McCorkle
Sent: August-30-18 8:20 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: Consultation for the Owen Sound Projects!

Next Last

Hello [REDACTED]
 I just wanted to thank you for the time we spent together yesterday (August 28/18) going over the projects at hand (the Owen Sound Project and the Saugeen Community Expansion Project)

Regarding the Owen Sound Project I had five takeaways from the meeting:

- 1) EA report – I have confirmed that is being completed and will be released upon final internal review. A copy will be forwarded for your review as soon as the internal release is given.
- 2) Archeology Report: the Archeology field work is underway and a report for your review will be forwarded upon completion.
- 3) Cultural Heritage Study: this has been completed and I have requested a copy to be forwarded to you.
- 4) Capacity Funding: The amount we agreed on is being processed and the cheque will be forwarded in about two weeks. This amount is subject to further funding if the parties agree that it is required.
- 5) Site Tour of Field Construction: will be arranged upon a mutual date for both parties during the 2019 construction schedule. I will work with the Engineer to determine the best day for touring the project.

Please let me know if I have missed anything.
 Again thank you for your time and as I mentioned Union will continue down this path of consultation until such time that both parties are satisfied that it is complete.

Miigwetch,
 Ken

From: Lands and Resources Consultation Coordinator [REDACTED]
To: Ken McCorkle
Cc: [REDACTED]
Subject: [External] Re: Consultation for the Owen Sound and Saugeen Community Expansion Projects!

Sent: Fri 31/08/2018 10:08 AM

Your File:
 Our File: Union Gas – Owen Sound Reinforcement Project
 Union Gas – Saugeen First Nation Pipeline Project

Good Morning Ken,

Acknowledge your e-mail yesterday morning regarding information requests and capacity funding for HSM engagement on the two Union Gas projects.

Yes, we believe you have accurately captured the understanding from our meeting on Tuesday August 28th. We were delighted with the understanding and detail discussed at the meeting and look forward to a comfortable working relationship with Union Gas.

Regards,

[REDACTED]
 Co-ordinator Lands, Resources, and Consultation

Historic Saugeen Metis
 [REDACTED]

This message is intended for the addressees only. It may contain confidential or privileged information. No rights to privilege have been waived. Any copying, retransmittal, taking of action in reliance on, or other use of the information in this communication by persons other than the intended recipient(s) is prohibited. If you have received this

Attachment 2.5

From: [REDACTED]
Sent: October-30-18 3:36 PM
To: Ken McCorkle
Subject: [External] Project Report Updates

Your File:
Our File: Union Gas - Owen Sound Reinforcement Project
Union Gas - SON Expansion Project

Hi Ken,

The Historic Saugeen Metis (HSM) is currently working to complete comment reports for the Owen Sound Phase 4 Reinforcement Pipeline Project and the SON Pipeline Extension Project. We are requesting updates for the following projects:

- Owen Sound Phase 4 Reinforcement Pipeline Project - **Stage 2 Archaeological Report**
- SON Pipeline Extension Project - **Stage 1 & 2 Archaeological Reports**

Our records show that archaeological surveys were scheduled to be carried out during the summer of 2018. This information will be helpful to complete our project comment reports.

Regards,

[REDACTED]

From: Ken McCorkle
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: [External] Project Report Updates
Sent: Tue 30/10/2018 4:26 PM

Hello [REDACTED]
Thank you for the follow up. I will follow up and will be in touch with you in a couple of days!

Miigwetch
Ken

Ken McCorkle
Manager, Indigenous Affairs
Union Gas Ltd.
Phone: 519-436-4600 Ext 5002243
Cell: 519-365-0584
Toll Free: 877-293-6215
Fax: 519-436-5392
Email: kmccorkle@uniongas.com
We can't change the past, but we can influence our future

Attachment 2.6

From: [REDACTED]
Sent: November-12-18 12:44 PM
To: Ken McCorkle
Subject: [External] Owen Sound Phase 4 Reinforcement Pipeline Project - HSM Budget and Work Plan

Your File:
Our File: Union Gas - Owen Sound Reinforcement Project

Hi Ken,

The Historic Saugeen Metis (HSM) is currently working to complete a comment report for the Owen Sound Phase 4 Reinforcement Pipeline Project as related to our established consultation and engagement procedures. Please find attached a copy of the Budget and Work Plan for this project which takes into account the capacity funding provided by Union Gas.

Again, HSM is requesting updates for the following project information to assist with completing our comment reports:

- Owen Sound Phase 4 Reinforcement Pipeline Project - Stage 2 Archaeological Report
- SON Pipeline Extension Project - Stage 1 & 2 Archaeological Reports

Regards,

[REDACTED]

Assistant Coordinator, Lands, Resources and Consultation

From: Ken McCorkle
Sent: November-12-18 12:49 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: [External] Owen Sound Phase 4 Reinforcement Pipeline Project - HSM Budget and Work Plan

Hello [REDACTED]

Thank you for the follow up regarding Union's Owen Sound and Saugeen Expansion projects. As soon as the reports are completed I will forward a copy. Again thank you for the update and I am looking forward to our next gathering.

Miigwetch,
Ken

Ken McCorkle
Manager, Indigenous Affairs
Union Gas Ltd.
Phone: 519-436-4600 Ext.5002243
Cell: 519-365-0584
Toll Free: 877-293-6215
Fax: 519-436-5392
Email: kmccorkle@uniongas.com
We can't change the past, but we can influence our future

Attachment 2.7

From: Ken McCorkle
Sent: March-14-19 8:43 AM
To: Lands and Resources Consultation Coordinator
Cc: [REDACTED]
Subject: FW: Owen Sound Replacement Project (Union Gas) Archeological Report

Hello [REDACTED]
Thank you for taking my call yesterday. I have enclosed the link for the Archeological report for the Owen Sound Project. The link is attached below. Please note from the email that it is only active for a week. With all the pictures included the file is too large to send by email. If this does not work for you I can print off the material here and forward by courier. Please let me know what works best for you as we are happy to accommodate either way? Please retain this information as confidential.

Miigwech,
Ken

Ken McCorkle
Sr Advisor, Indigenous Affairs
Enbridge Gas Inc. :Operating as Union Gas
Phone: 519-436-4600 Ext.5002243
Cell: 519-365-0584
Toll Free: 877-293-6215
E mail: kmccorkle@uniongas.com
We can't change the past, but we can influence our future

From: [REDACTED]
Sent: March-14-19 10:14 AM
To: Ken McCorkle
Subject: [External] Union Gas - Owen Sound Reinforcement Project, Stage 2 Archaeological Assessment

Your File:
Our File: Union Gas - Owen Sound Reinforcement Project\
Union Gas - SON Expansion Project

Hi Ken,

Thank for providing an electronic copy of the Owen Sound Reinforcement Project, Stage 2 Archaeological Assessment. We are also interested to obtain a copy of the Stage 3 Assessment when completed for this project.

During our telephone conversation we also spoke about the Archaeological Assessment for the Union Gas SON Expansion Project. Currently HSM has no archaeological reports for this project and any additional information would be appreciated.

We look forward to completing our comment reports for these projects.

Regards,
[REDACTED]

Attachment 2.8

From: [REDACTED]
Sent: May-09-19 11:12 AM
To: Ken McCorkle
Subject: [External] Union Gas, Owen Sound Phase 4 Reinforcement Pipeline Project - Leave To Construct Application

Your File:
Our File: Union Gas - Owen Sound Reinforcement Project

Dear Ken,

The Historic Saugeen Métis (HSM) are pleased to provide Union Gas with a comment report package as per the Work Plan and Budget for the Owen Sound Phase 4 Reinforcement Pipeline Project - Leave To Construct Application. The comment package includes the following attached items:

- HSM Council Letter for Support
- Project Consultation and Engagement Log
- HSM Project Comment Report

We appreciate the opportunity to review this project and we trust these documents will assist with the regulatory process.

Regards,

[REDACTED]



Historic Saugeen Métis

204 High Street

Southampton, Ontario

N0H 2L0

Direct Line (519) 483-4000

Fax (519) 483-4002

May 1, 2019

Our File: Union Gas –

Owen Sound

Reinforcement

Project

Your File:

Ken McCorkle
Sr. Advisor, Indigenous Affairs
Union Gas Limited
P.O. Box 2001
50 Keil Drive North
Chatham, Ontario
N7M5M1

Dear Mr. McCorkle,

Re: Union Gas - Owen Sound Phase 4 Reinforcement Project
Historic Saugeen Metis – Letter of Support

Historic Saugeen Metis (HSM) Council has reviewed and considered relevant information regarding the Leave to Construct Application – Union Gas – Owen Sound Phase 4 Reinforcement Project - which was first presented to our staff during consultation and engagement events commencing in April 2017. These consultation and engagement events are summarized in the "Engagement Plan and Log: Owen Sound Reinforcement Phase 4 Pipeline Project" for Union Gas and Historic Saugeen Metis.

Union Gas has shared sufficient project information about the Application, and in particular the following:

- Environmental Report prepared by AECOM, August 2018
- Stage 2 Archaeology Assessment prepared by AECOM, December 2018

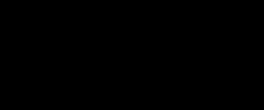
The noted reports have enabled HSM and its elected community representatives to assess any potential impacts of the Application on Metis rights and interests. Union Gas has worked with the HSM and elected community representatives to consider these potential impacts.

The information received from Union Gas did not identify any Significant Adverse Environmental Impacts or Significant Public Concerns. All potential environmental impacts identified during the exchange of information can be mitigated with known technology.

The consultation and review process has indicated that there are no anticipated adverse impacts to Metis rights, culture or way of life and that the duty to consult has been fulfilled.

We are pleased to notify you of our support for the Application.

Yours truly, 



President
Historic Saugeen Metis


Enclosure: "Engagement Plan and Log: Union Gas - Owen Sound Reinforcement
Phase 4 Pipeline Project."

**Pre-Submission Engagement Record: Union Gas - Owen Sound Reinforcement Phase 4 Pipeline Project
Summary Log Template**

1. Pre-Submission Engagement Summary

Name of Proponent: Union Gas - Owen Sound Reinforcement Phase 4 Pipeline Project

Name of Affected Party: Historic Saugeen Métis

Name(s) of representatives(s) from Affected Party who participated in engagement	Dates of engagement (e.g. list dates or range of dates)	Reason(s) for engagement (e.g. application)	Overview of issue(s) resolved	Overview of issue(s) unresolved
	April 21, 2017 – Present	Union Gas is requesting a Leave to Construct from the Ministry of Energy, Northern Development and Mines (MENDM).	The Ministry of Energy, Northern Development and Mines (MENDM) has delegated procedural aspects of consultation to Union Gas for the Proposed Union Gas - Owen Sound Reinforcement Phase 4 Pipeline Project in relation to the Ontario Energy Board's (OEB) Leave to Construct approval process.	No current outstanding issues.

Signature of Proponent (Representative)¹: _____ Name, Title

Signature of Affected Party (Representative)¹: _____ Name, Title

¹These signatures represent agreement on the contents of the log and record, but do not necessarily imply that the parties agree on the topics that were discussed

ES

2. Pre-Submission Engagement Log

Date	Attendees	Engagement Activity Type (eg. Written notification, face-to-face, workshop, etc.	Issue(s) Raised by Affected party	Recommendation from Affected Party	Proponent Response to issue-Indicate if issue(s) was resolved	Information materials provided to Affected Party (Y/N)	Written correspondence, meeting notes and/or minutes (Y/N)
21APRIL2017	HSM [REDACTED] Ministry of Energy [REDACTED] Union Gas Ken McCorkle	Letter from Ministry of Energy to HSM.	Ministry of Energy notifies HSM that procedural aspects of consultation have been delegated to Union Gas for the proposed "Owen Sound Reinforcement Phase 4 Pipeline Project". Letter cc. to Ken McCorkle, Union Gas.	No issues at this time.		No	Yes Letter from Ministry of Energy
24APRIL2017	HSM [REDACTED] Union Gas Ken McCorkle	Email from Union Gas to HSM.	Letter and general overview map from Union Gas outlining the Owen Sound Reinforcement Pipeline Project which will be 28.6 km in length from the Durham Gate Station to Side Road 5, Chatsworth. Union Gas also notifies that	No issues at this time.		Yes Project maps	Yes Email and general overview map from Union Gas.

15MAY2017	<p>HSM [REDACTED]</p> <p>Union Gas Ken McCorkle [REDACTED]</p>	Face to face meeting	<p>consultation will be carried out with HSM and a copy of the Environmental Assessment will be forwarded when complete.</p> <p>Union Gas and HSM meet to discuss the pipeline project. Union Gas provides an overview printed slide deck entitled "Owen Sound Phase 4 and Southern Bruce County Expansion" (14 pages). Also included is a project map entitled "Owen Sound Phase 4 Project – Alternative Pipeline Route" prepared by project consultant AECOM. Draft Environmental reports have been prepared and will be shared with HSM if the OEB awards the project to Union Gas.</p>	<p>HSM alerted Union Gas that capacity funding is needed for project consultation and engagement and the preferred method is direct contact such as face to face meetings.</p> <p>Ken McCorkle acknowledges need for capacity funding and also recognizes that a public Open House in not considered consultation with an Indigenous group.</p>	<p>Yes</p> <p>Slide deck and map entitled "Owen Sound Phase 4 and Southern Bruce County Expansion" (14 pages) and "Owen Sound Phase 4 Project – Alternative Pipeline Route" prepared by AECOM.</p>	<p>Yes</p> <p>Meeting notes by HSM.</p>
25MAY2017	<p>HSM [REDACTED]</p> <p>AECOM [REDACTED]</p>	Email from AECOM to HSM.	<p>AECOM email to HSM to inform that they will be conducting environmental field surveys and that HSM is</p>	<p>HSM requires capacity funding to review reports / inform the community and</p>	No	<p>Yes</p> <p>Email from AECOM</p>

55

				invited to monitor the work.	provide written comments.		to HSM.
26MAY2017	HSM AECOM	Email from HSM to AECOM.	HSM notifies AECOM that they are unable to attend the environmental field surveys due to the lack of a capacity agreement with Union Gas regarding this project.	Notice from Union Gas regarding a scheduled Public Open House Session for the Owen Sound Phase 4 Pipeline Reinforcement Project. Session to provide information on planning process, review studies and investigations to date.	HSM has alerted Union Gas that the preferred method of project consultation is direct engagement. HSM did not attend the public Open House.	No	Yes E-mail from HSM to AECOM
28JUNE2017	HSM Union Gas Ken McCorkle	Email from Union Gas to HSM.	Notice from Union Gas regarding a scheduled Public Open House Session for the Owen Sound Phase 4 Pipeline Reinforcement Project. Session to provide information on planning process, review studies and investigations to date.	HSM has alerted Union Gas that the preferred method of project consultation is direct engagement. HSM did not attend the public Open House.	HSM has alerted Union Gas that the preferred method of project consultation is direct engagement. HSM did not attend the public Open House.	No	Yes Email from Union Gas
08NOV2017	HSM Union Gas Ken McCorkle	Email from Union Gas to HSM	Notice from Union Gas regarding a scheduled Public Open House Session for the Owen Sound Phase 4 Pipeline Reinforcement Project. Session to provide information on project feedback, concerns	HSM has alerted Union Gas that the preferred method of project consultation is direct engagement. HSM did not attend the public Open House.	HSM has alerted Union Gas that the preferred method of project consultation is direct engagement. HSM did not attend the public Open House.	No	Yes Email from Union Gas.

27JULY2018	HSM [REDACTED] AECOM [REDACTED]	Email from AECOM to HSM	addressed, pipeline location and construction mitigation.	AECOM letter to HSM to inform they will be conducting a Stage 2 Archaeological Assessment for the project and HSM is invited to monitor the work.	HSM requires capacity funding to review reports / inform the community and provide written comments.		No	Yes Email from AECOM to HSM.
27JULY2018	HSM [REDACTED] AECOM [REDACTED] Union Gas Ken McCorkle	Email from HSM to AECOM.	HSM notifies AECOM that they are unable to attend the Stage 2 Archaeological Assessment due to the lack of a capacity agreement with Union Gas regarding this project. E-mail cc. to Ken McCorkle.				No	Yes Email from HSM to AECOM.
28AUG2018	HSM [REDACTED] Union Gas Ken McCorkle	Face to Face meeting.	Union Gas notifies HSM that capacity funding is now approved for the Owen Sound Phase 4 and SON Expansion Project. HSM reviewed the project files, providing dates and information exchanged with Union Gas and	HSM informs Union Gas that no Environmental Reports /Archaeological Reports have been provided to HSM. HSM requests copies of the reports to better understand	Union Gas acknowledges the HSM consultation and engagement procedures and agrees to forward the required capacity funding to enable HSM to review / comment on the		No	Yes Meeting notes by HSM.

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30AUG2018	HSM [REDACTED] Union Gas Ken McCorkle	Email from Union Gas to HSM	AECOM.	the project and how HSM asserted rights may be affected. HSM will report on the project to Council and consider holding a community meeting. A detailed comment report will be sent to Union Gas along with a copy of the Consultation and Engagement Log.	environmental and archaeological reports.	No	Yes Email from Union Gas to HSM
31AUG2018	HSM [REDACTED] Union Gas Ken McCorkle	Email from HSM to Union Gas	HSM acknowledges the meeting of August 28, 2018 and summarizes list of next steps, environmental / archaeological reports to send to HSM. Union Gas also assures that capacity funding for HSM's effort to carry out the review process has been approved.	No issues at this time		No	Yes Email from HSM to Union Gas

31AUG2018	HSM [REDACTED] Union Gas Ken McCorkle	Letter and electronic copy of the Environmental Report from Union Gas to HSM	Union Gas outlines a project update in a letter and includes an electronic copy of the Environmental Report prepared by AECOM on a memory stick.	HSM to review the information and comment on the report to Union Gas.		Yes Environmental Report prepared by AECOM, dated August 2018 – 733 pages including Appendices A-G	Yes Letter from Union Gas.
17SEPT2018	HSM [REDACTED] Union Gas Ken McCorkle	Letter and updated copy of Environmental Report from Union Gas to HSM.	Union Gas sends HSM an updated copy of the Environmental Report noting project detail unchanged, some information was not displayed properly.	No issues at this time. HSM files updated Environmental Report.		Yes Electronic copy Updated Environmental Report.	Yes Letter from Union Gas.
30OCT2018	HSM [REDACTED] Union Gas Ken McCorkle	Email from HSM to Union Gas	HSM requests copy of Stage 2 Archaeological Report for comment review.	No issues at this time.		No	Yes Email from HSM to Union Gas
14MAR2019	HSM [REDACTED] Union Gas Ken McCorkle	Email from Union Gas to HSM	Union Gas provides an electronic copy of the Stage 2 Archaeological Assessment by AECOM. Assessment notes that a Stage 3 will be required as specified in the Stage 2 Assessment.	HSM acknowledges the assessment report via e-mail and requests a copy of the Stage 3 Assessment when completed.		Yes Copy of the Stage 2 Archaeological Assessment by AECOM dated December 20, 2018 – 18 pages)	Yes Email from Union Gas to HSM.

11APRIL2019	<p>HSM Community Meeting and Open House</p> <p>HSM Council, Staff and Community Members in attendance.</p>	<p>HSM Community Luncheon / Open House – Topic: Union Gas – Owen Sound Reinforcement Pipeline Project.</p>		<p>HSM Lands, Resources and Consultation staff delivered an oral presentation regarding Union Gas Pipeline Project. Presentation provided a summary of Environmental Report/ Archaeological Report and key issues discussed during consultation and engagement with Union Gas since April, 2017. An opportunity for questions / comments followed.</p>	<p>HSM Community Members asked general questions Re: project location, safeguarding waterways during construction and operation. Overall community was supportive, asserting that implementing measures was very important to protect the environment and continued consultation / engagement with Union Gas is essential.</p>	<p>Yes</p> <p>Reports and maps were shared at Community Meeting and Open House.</p>	No
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Engagement Plan Template

Name of Proponent: Union Gas - Owen Sound Reinforcement Phase 4 Pipeline Project

Name of Affected Party: Historic Saugeen Metis

When will you be engaging? What is the trigger for engagement? Triggers may be regulatory (e.g. renewals, amendments, assignments) and/or project based (e.g. determining locations, changes in project design, updates to a particular plan, etc.)	What is the purpose of engaging? In relation to the trigger, what will you be discussing (e.g. updates to design or plans etc.)	Who will be engaged at each of these stages? The people engaged at each stage may vary depending on what is being discussed.	How will you engage? Which engagement methods will be used? (eg. Written notification, face-to-face meetings, community public meetings)
Engagement is ongoing with Ministry of Energy, Northern Development and Mines need for Union Gas to obtain a Leave to Construct Authorization.	To keep HSM informed on Union Gas role/ actions in regard to applying for a Leave to Construct.	Union Gas will engage the Historic Saugeen Metis Council members and designated HSM staff members.	Union Gas will provide written communication as well as face-to-face meetings. Union Gas can provide information at an HSM community meeting if required. Union Gas will provide informational updates and answer all questions to the best of their ability.

Signature of Proponent (representative) ²: _____ Name, Title

Signature of Affected Party (representative)²: _____ Name, Title

Rev: April 11, 2019

²These Signatures represent agreement on the contents of the log and record, but do not necessarily imply that the parties agree on the topics that were discussed.

Attachment 2.9

From: [REDACTED] Sent: Thu 04/07/2019 11:31 AM
 To: [REDACTED]
 Cc: Ken McCorkle
 Subject: Owen Sound Reinforcement Project

Good morning,

We wanted to provide you with an update on the Owen Sound Reinforcement project that we began consultation on in 2017. This project had been delayed but will be moving forward with an Ontario Energy Board filing later in July.

We wanted to reach out to let you know that we will be going ahead with the project and follow up to see if you have any questions or concerns. We would be happy to have a call to provide a refresher on the project and discuss further.

If you'd like to set up a call, please feel free to respond to this email or call Ken McCorkle, Senior Advisor Indigenous, Municipal Affairs and Stakeholder Relations at (519) 365-0584.

We look forward to hearing from you.

Miigwech, Thank you

[REDACTED]

[REDACTED]

Analyst, Indigenous Affairs

ENBRIDGE GAS INC. OPERATING AS UNION GAS

From: [REDACTED] Sent: Fri 05/07/2019 9:57 AM
 To: [REDACTED]
 Cc: [REDACTED]
 Subject: [External] Owen Sound Reinforcement Project

EXTERNAL: PLEASE PROCEED WITH CAUTION.

This e-mail has originated from outside of the organization. Do not respond, click on links or open attachments unless you recognize the sender or know the content is safe.

Your File:

Our File: Union Gas - Owen Sound Reinforcement Project

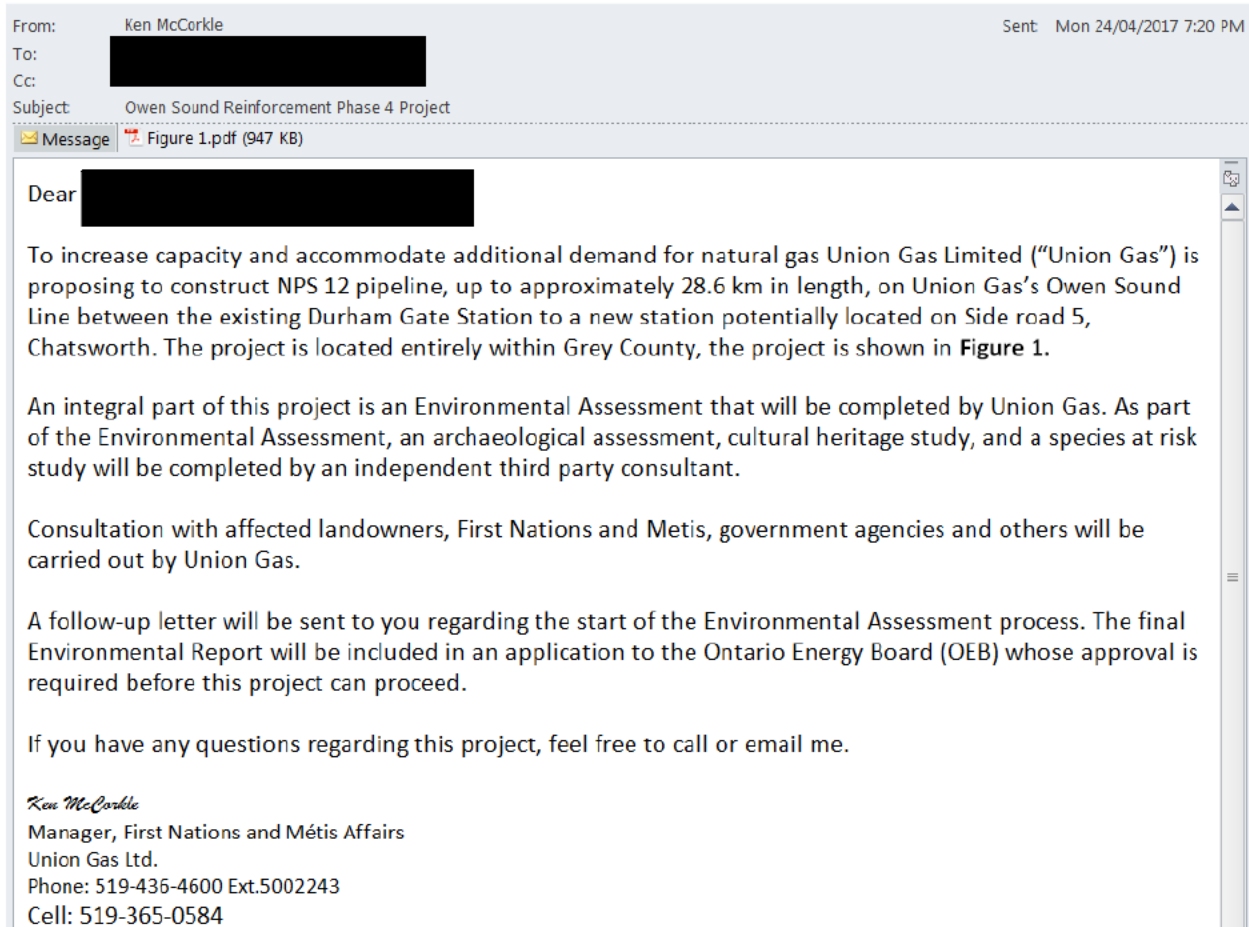
Hi [REDACTED]

Thank you for the update regarding the Owen Sound Reinforcement Project and the offer to discuss project details with our office. HSM has no questions or concerns at this time and we would prefer to meet again when the project proceeds to the construction phase as this will allow us to discuss and track the mitigation processes for this project.

Regards,

[REDACTED]

Attachment 3.1



From: [REDACTED]
Sent: April 26, 17 3:23 PM
To: McCorkle, Ken
Subject: Owen Sound Reinforcement Project

Hello Ken,

As discussed I am emailing you requesting your availability in early June to discuss the Owen Sound Reinforcement Project.

Hope your road trip went well.

Cheers,

[REDACTED]
Consultation Assessment Coordinator
Métis Nation of Ontario

[REDACTED] 4

From: McCorkle, Ken [<mailto:KMccorkle@uniongas.com>]
Sent: May-03-17 11:40 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Owen Sound Reinforcement Project

[Next](#) [Previous](#)

Hello [REDACTED]

Thank you for the follow the email and our phone discussion from the other day. Our Environmental Planner and myself are available June 5 or June 6th. to meet if one of those days are available for your committee? Please let me know and if not could you suggest a couple of dates?
Again thank you for your time on this matter,

Miigwetch,
Ken

Ken McCorkle
Manager, Indigenous Affairs
Union Gas Ltd.
Phone: 519-436-4600 Ext. 5002243
Cell: 519-365-0584
Toll Free: 877-293-6215
Fax: 519-436-5392
Email: kmccorkle@uniongas.com
We can't change the past, but we can influence our future

From: [REDACTED]
Sent: May-04-17 9:40 AM
To: McCorkle, Ken
Cc: [REDACTED]
Subject: RE: Owen Sound Reinforcement Project

Hi Ken,

The GBTCC has requested June 5th. How long would you require for your presentations? I will have a Metis 101 presentation at the beginning that will take 45 min ish. Do you have a preferred time of day?

Cheers,

[REDACTED]
Consultation Assessment Coordinator
Métis Nation of Ontario

From: McCorkle, Ken [<mailto:KMccorkle@uniongas.com>]
Sent: May-04-17 11:45 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Owen Sound Reinforcement Project

Hello [REDACTED]

Thank you for the follow up. We will attend on June 5th at 1:00 o'clock if that works for you? We would require an hour Please forward the address of your meeting location and we will see you there.

Miigwetch
Ken.

Ken McCorkle
Manager, Indigenous Affairs
Union Gas Ltd.
Phone: 519-436-4600 Ext 5002243
Cell: 519-365-0584
Toll Free: 877-293-6215
Fax: 519-436-5392
Email: kmccorkle@uniongas.com
We can't change the past, but we can influence our future

Attachment 3.2

From: [REDACTED]
Sent: May-04-17 1:00 PM
To: 'McCorkle, Ken'
Subject: RE: Owen Sound Reinforcement Project

Hello Ken,

This will be our agenda unless you have any objections. If certain items take longer or shorter we are pretty flexible as far as time is concerned.

Introduction 1:00-1:05

Opening Prayer 1:05

Metis 101 1:05-1:50

Break 1:50-2:00

Union Gas Presentation 2:00-3:00

Discussion and Next Steps 3:00-4:00

Cheers,

[REDACTED]
Consultation Assessment Coordinator
Métis Nation of Ontario

Attachment 3.3

From: [REDACTED]
Sent: May-15-17 3:20 PM
To: McCorkle, Ken
Subject: RE: Owen Sound Reinforcement Project

[Next](#) [Previous](#)

Hello Ken,

As previously mentioned I have attached the map I was looking at. If I trace the pipeline outline on this map on a separate ortho-map there appears to be some form of buried infrastructure due (guessing from the linear cleared sections). I look forward to seeing the correct map.

Cheers,

[REDACTED]
Consultation Assessment Coordinator
Métis Nation of Ontario

[REDACTED]

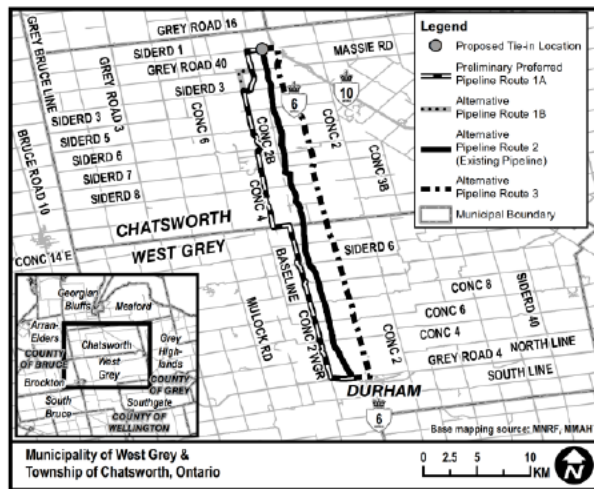
From: McCorkle, Ken [<mailto:KMccorkle@uniongas.com>]
Sent: May-15-17 7:55 PM
To: [REDACTED]
Subject: RE: Owen Sound Reinforcement Project

Hello [REDACTED]
Does this map help? The project is all in road allowance,

Ken

Ken McCorkle
Manager, Indigenous Affairs
Union Gas Ltd.
Phone: 519-436-4600 Ext.5002243
Cell: 519-365-0584
Toll Free: 877-293-6215
Fax: 519-436-5392
Email: kmccorkle@uniongas.com
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Figure 1: Preliminary Preferred Pipeline Route

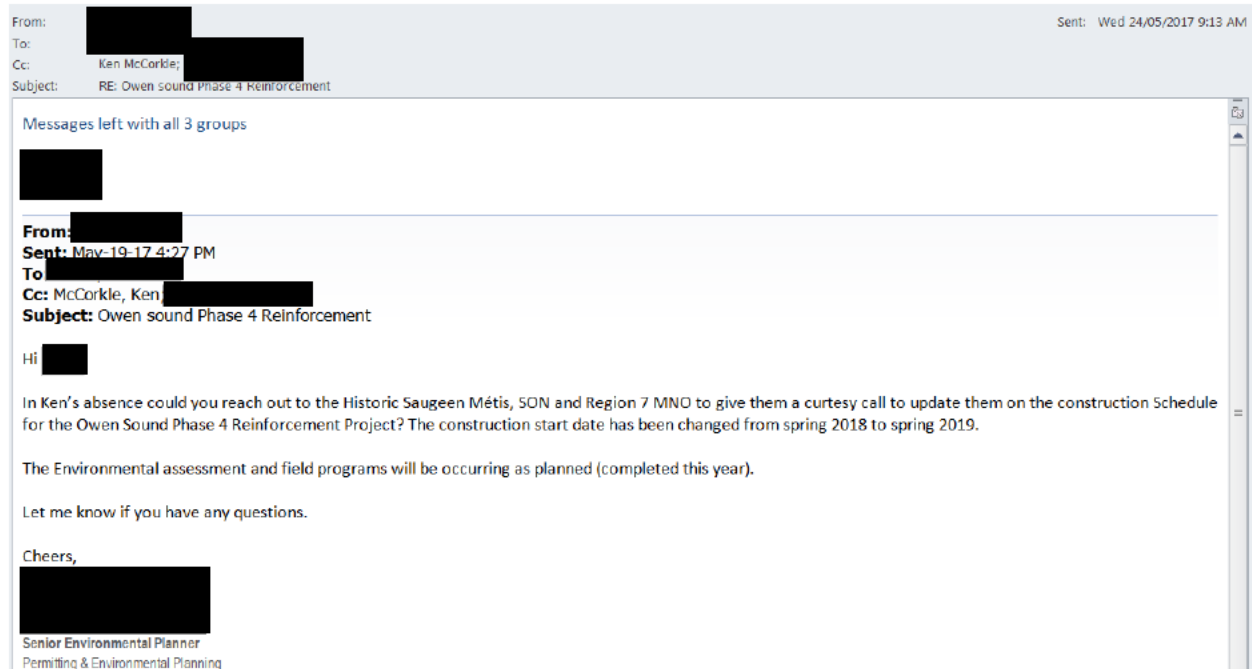


From: [REDACTED]
Sent: May-16-17 9:00 AM
To: McCorkle, Ken
Subject: RE: Owen Sound Reinforcement Project

Perfect map. Thanks.

[REDACTED]
 Consultation Assessment Coordinator
 Métis Nation of Ontario

Attachment 3.4



Attachment 3.5



June 28, 2017

President
Métis Nation of Ontario Great Lakes Métis Council
380 9th Street
Owen Sound, Ontario N4K 1P1

Dear [REDACTED]

Regarding: Project Commencement and Public Information Sessions for Owen Sound Phase 4 Pipeline Reinforcement Project

To serve a growing demand for natural gas, Union Gas plans to construct up to 36 kilometres of 12-inch diameter natural gas pipeline to reinforce the existing Owen Sound Pipeline System within Grey County.

The Owen Sound Phase 4 Reinforcement project (Project) involves construction of a new pipeline in the Municipality of West Grey and the Township of Chatsworth, in the County of Grey. The location of the Preliminary Preferred Pipeline Route is identified in Figure 1.

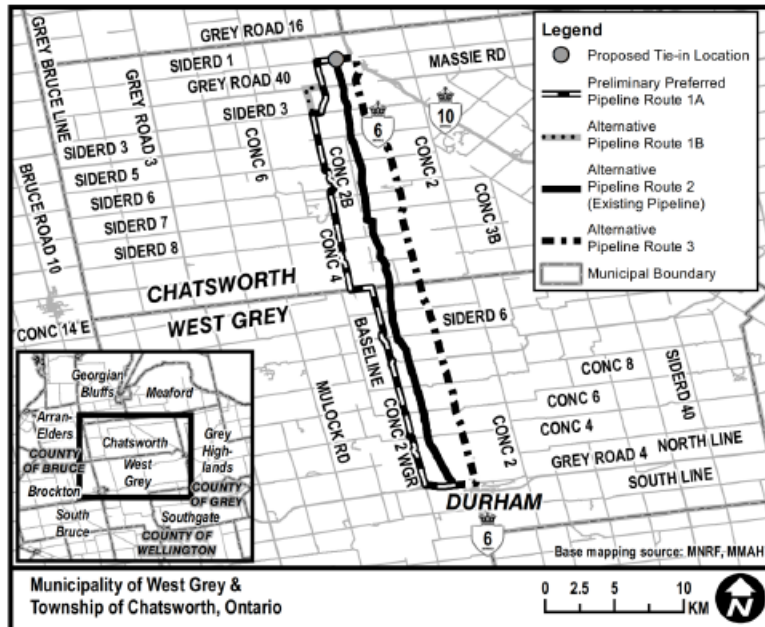
AECOM Canada Ltd. (AECOM) has been retained by Union Gas to prepare an Environmental Report (ER) to assess the potential environmental and socio-economic effects that may result from the Project and outline plans for avoiding and/or mitigating any effects, where possible. As part of the ER, a Preliminary Preferred Pipeline Route has been identified (please see key map below). The ER will be prepared in accordance with the Ontario Energy Board's (OEB) *Environmental Guidelines for the Location, Construction and Operation of Hydrocarbon Pipelines and Facilities in Ontario* (2016). The ER will accompany a Leave-to-Construction application that will be submitted to the OEB as early as fall of 2017. OEB review and approval is required before this project can proceed. Construction of the expansion project is planned to begin as early as 2019.

A key part of the planning process involves consultation with local landowners, First Nations and Métis communities, government agencies and other interested parties that could be impacted by the Project. Two public information sessions are planned to provide interested parties an opportunity to learn about the planning process, and review studies and investigations that have been completed to date. The format of the public information session will be drop-in style session, and the representatives from Union Gas and AECOM will be in attendance to answer questions.

A notice providing details about the public information sessions was published in local newspapers two weeks in advance. The purpose of this letter is to invite you to attend one of the following public information sessions and provide feedback in a format that is convenient for you:

Public Information Session 1		Public Information Session 2	
Date:	Tuesday, July 18, 2017	Date:	Wednesday, July 19, 2017
Time:	5 p.m. to 8 p.m.	Time:	5 p.m. to 8 p.m.
Location:	Durham Community Centre 451 Saddler Street West Durham, Ontario N0G 1R0	Location:	Williamsford Community Centre 112 Salter Street, Williamsford, Ontario N0H 2V0

Figure 1: Preliminary Preferred Pipeline Route



If you have any questions about the Project or the environmental study process, please do not hesitate to contact me using the contact information provided below.

Sincerely,

Ken McCorkle
Manager, Indigenous Affairs
Union Gas Ltd.
Phone: 519-436-4600 Ext.5002243
Cell: 519-365-0584

Attachment 3.6

From: [REDACTED]
Sent: February-12-18 9:37 AM
To: Ken McCorkle
Subject: [External] RE: Tour of Dawn Plant

[Next](#) [Previous](#)

Hello Ken,

I was wondering if you could provide me with an update for the Owen Sound Reinforcement line and the Southern Bruce line (you were still bidding on it last we talked). The GBTCC is interested in signing an agreement for both of these projects but we wanted to make sure that everything was going through prior to beginning discussions.

Sincerely,

[REDACTED]
 Consultation Assessment Coordinator
 Métis Nation of Ontario

From: Ken McCorkle
To: [REDACTED]
Cc: [REDACTED]
Subject: RE:Owen Sound Reinforcement & Southern Bruce

Sent: Thu 15/02/2018 6:25 PM

Hello [REDACTED]

Thank you for your time today regarding our phone conversation. Per our discussion I just wanted to confirm an update on the following projects that you have requested below:

- 1) Owen Sound Reinforcement – This project will be constructed with an in-service date of the Fall of 2019. From our two previous consultations you stated that you had enough information to proceed on your end with your next steps. In the event you require more information do not hesitate to call. I will await your contact going forward as discussed and Union will then follow up with further consultation as requested.
- 2) Southern Bruce Line – We are still in the “holding pattern” on this project as the OEB has not awarded the project to a vendor as of this date. I will inform you once the project has been awarded if Union was the successful bidder or not.

Again thank you for your time and I will watch for further correspondence from your office regarding the Owen Sound Project.

Miigwetch,
 Ken

Attachment 3.7

From: [REDACTED]
Sent: March-06-18 11:53 AM
To: Ken McCorkle
Cc: [REDACTED]
Subject: [External] Owen Sound Pipeline Reinforcement

Hello Ken McCorkle,

The Métis Nation of Ontario Georgian Bay Traditional Territory Consultation Committee (MNO-GBTTCC) would like to thank you again for taking the time on 2017-06-05 to meet and discuss the Union Gas Owen Sound Pipeline Reinforcement Project. As you are aware, the Métis Nation of Ontario has Aboriginal rights in the lands, waters and natural resources within the area of the Union Gas Owen Sound Pipeline Reinforcement Project. The Métis use this territory and the resources in it to support their traditional way of life. Rather than following a process that would require capacity to undertake (but is not limited to) a technical review of the proposed Union Gas Owen Sound Pipeline Reinforcement Project in order for the MNO to assess the Project's overall assessment of its impacts to Metis rights, interests and way of life, as a means to compensate the MNO the MNO-GBTTCC is asking for a financial contribution of [REDACTED] to be shared equally between the four (4) MNO chartered community councils that amass the Georgian Bay Traditional Territory. This donation will be used by the four councils to carry out the goals and objectives identified within the MNO's statement of prime purpose and reflects similar compensation that Union Gas had provided to the Lakehead/Nipigon/Michipicoten Consultation Committee (MNO Region 2) and the Lake Nipissing/Mattawa Traditional Territory Consultation Committee (MNO Region 5) in the past. If you have any questions please feel free to contact me.

Sincerely,

[REDACTED]
 Consultation Assessment Coordinator

From: Ken McCorkle [<mailto:KMccorkle@uniongas.com>]
Sent: March-23-18 3:30 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: [External] Owen Sound Pipeline Reinforcement

Hello [REDACTED]
 Thank you for your email and the time we spend working on this consultation. The dollar amount of [REDACTED] based on our discussions is accepted. Once the project reaches its final approval stage I will request a cheque in the amount stated and will forward. I will keep in touch to let you know the date that this transpires. Could you forward me the name and full address for the details to create the cheque?
 Again [REDACTED] thank you for the time and more importantly the attitude and mindset of your committee to their traditions and the work at hand.

Miigwetch,
 Ken

Ken McCorkle
 Manager, Indigenous Affairs
 Union Gas Ltd.
 Phone: 519-436-4600 Ext.5002243
 Cell: 519-365-0584
 Toll Free: 877-293-6215
 Fax: 519-436-5392
 Email: kmccorkle@uniongas.com
 We can't change the past, but we can influence our future

Attachment 3.8

From: Ken McCorkle
 To: [REDACTED]
 Cc: [REDACTED]
 Subject: EPCOR to Construct South Bruce Line
 Sent: Sun 22/04/2018 8:24 PM

Hello [REDACTED]
 I trust this finds you well!
 I just wanted to inform you that Union Gas has been notified that EPCOR has won the right to construct the South Bruce Line (Union's name for the project). It is the line that will supply Kincardine with Natural Gas. Union still has the Owen Sound Reinforcement Project, that we have spoken of, on the books and waiting for approval to move ahead. I will let you know as soon as the approval for that one is announced.

Miigwetch,
 Ken

Ken McCorkle
 Manager, Indigenous Affairs
 Union Gas Ltd.
 Phone: 519-436-4600 Ext.5002243
 Cell: 519-365-0584
 Toll Free: 877-293-6215
 Fax: 519-436-5392
 Email: kmccorkle@uniongas.com
 We can't change the past, but we can influence our future

From: [REDACTED]
 To: Ken McCorkle
 Cc: [REDACTED]
 Subject: [External] RE: EPCOR to Construct South Bruce Line
 Sent: Mon 23/04/2018 9:11 AM

Hello Ken,

Thank you for letting me know. My condolences on losing the bid. The MNO has a great relationship with Union Gas and we know working with you on this file would have been a fair and open process. I can only hope that EPCOR lives up to the standard that Union Gas has set.

On another note. The GBTTCC wants me to draft a formal letter with the details of our Owen Sound reinforcement project agreement. Hopefully I will be submitting it to you for your review by the end of this week.

All the best,

[REDACTED]
 Consultation Assessment Coordinator
 Métis Nation of Ontario
 [REDACTED]

Attachment 3.9



Métis Nation of Ontario
Lands, Resources and Consultations

May 3, 2018

Mr. Ken McCorkle
Manager, Indigenous Affairs
Union Gas Ltd.
50 Keil Drive North
Chatham, ON
N7M 5M1

BY ELECTRONIC MAIL

Dear Mr. McCorkle:

Re: Owen Sound Reinforcement Line

The Métis Nation of Ontario (MNO) would like to acknowledge and thank Union Gas Ltd. for participating in constructive discussions surrounding the Owen Sound Reinforcement Line project (the Project). This letter, submitted on behalf of the MNO Georgian Bay Traditional Territory Consultation Committee (GBTCC) details the agreement reached between Union Gas Ltd. and the MNO-GBTCC with regards to the project. The specifics of the agreement were agreed to via electronic mail on 23rd of March 2018.

Upon receipt of all licenses and approvals required to construct the Project, Union Gas Ltd. agrees to provide a single capacity payment to be distributed between the community councils of the Georgian Bay Traditional Territory totalling [REDACTED]. The funds will be sent to the Georgian Bay Metis Council for disbursement to the councils. The cheque will be sent to:

Attn.: Treasurer
Georgian Bay Metis Council
355 Cranston Crescent
PO Box 4, Midland, ON
L4R-4K6

This agreement is based on the information presented to the MNO-GBTCC on June 5th 2017 & July 25th 2017. Should the Project be altered from the information presented at these meetings the MNO-GBTCC shall be informed and this agreement may be amended.

the Métis
Nation of
Ontario

311 – 75 Sherbourne Street | Toronto, ON M5A 2P9 | Tel: 416-977-9881 | metisnation.org

2

The MNO kindly requests a response from Union Gas Ltd. to confirm the receipt of this letter. If Union Gas Ltd. feels that any part of this agreement does not follow details that were confirmed by electronic mail on 23rd of March 2018 the MNO requests a response within two weeks of receiving this letter to ensure that any potential disagreements are dealt with in a timely manner. Should you have any questions or concerns regarding this letter please do not hesitate to contact Jesse Fieldwebster, Consultation Assessment Coordinator, at jessef@metisnation.org or by telephone at 705.526.6335 ext. 220.

Yours very truly,

[REDACTED]
[REDACTED]
Region 7 Provisional Council of the Métis Nation of Ontario
Councillor and Chair of the Regional Consultation Committee

cc.

[REDACTED] Chief Operating Officer, Métis Nation of Ontario
Georgian Bay Traditional Territory Consultation Committee

the Métis
Nation of
Ontario

311 – 75 Sherbourne Street | Toronto, ON M5A 2P9 | Tel: 416-977-9881 | metisnation.org

From: Ken McCorkle [mailto:KMccorkle@uniongas.com]
Sent: May-25-18 11:11 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: Confirming receipt of letter (Re: Owen Sound Reinforcement Line)

Hello [REDACTED]

I trust this email finds you well!

As per the attached letter I received today I want to acknowledge receipt as requested. I also acknowledge the information as accurate and acceptable as we have agreed. I will be in touch regarding payment once the project opens and will notify you of any scope change in the interim. I do not have [REDACTED] email and was hoping you could forward this confirmation to her?

Thank you for your time on this matter and I am looking forward to future engagements as we continue on this path,

Chi-Miigwetch,
Ken

Ken McCorkle

Manager, Indigenous Affairs

Union Gas Ltd.

Phone: 519-436-4600 Ext.5002243

Cell: 519-385-0584

Toll Free: 877-293-6215

Fax: 519-436-5392

Email: kmccorkle@uniongas.com

We can't change the past, but we can influence our future

[External] RE: Confirming receipt of letter (Re: Owen Sound Reinforcement Line)

Sent: Fri 25/05/2018 11:17 AM

To: Ken McCorkle

Cc: [REDACTED]

Hello Ken,

Thanks for this. I will forward your confirmation to [REDACTED]

Happy Friday,

[REDACTED]
Consultation Assessment Coordinator
Métis Nation of Ontario

[REDACTED]

Attachment 3.10

From: [REDACTED]
Sent: June-14-18 3:55 PM
To: Ken McCorkle
Cc: [REDACTED]
Subject: [External] RE: Confirming receipt of letter (Re: Owen Sound Reinforcement Line)

Hello Ken,

Do you know off hand how much gas will be flowing though the Owen Sound reinforcement (m³) on an annual basis?

Cheers,

[REDACTED]
Consultation Assessment Coordinator
Métis Nation of Ontario

From: Ken McCorkle [<mailto:KMccorkle@uniongas.com>]
Sent: July-03-18 11:12 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Confirming receipt of letter (Re: Owen Sound Reinforcement Line)

Hello [REDACTED]

Great to hear from you and I trust all is well with you this summer season. I have been delayed in getting back to you for a couple for reasons but felt I should give you an update with what I know to date. I have spoken with our Engineering personnel and they are waiting for EPCORR to give them their load data which will determine the amount of gas that is required for the reinforcement.

Miigwetch,
Ken

Ken McCorkle
Manager, Indigenous Affairs
Union Gas Ltd.
Phone: 519-436-4600 Ext.5002243
Cell: 519-365-0584
Toll Free: 877-293-6215

Attachment 3.11

From: [REDACTED] Sent: Wed 08/08/2018 9:16 AM
To: Ken McCorkle
Cc: [REDACTED]
Subject: [External] RE: Confirming receipt of letter (Re: Owen Sound Reinforcement Line)

Hello Ken,

I hope your summer has been going well and that you are keeping cool. Has there been any news on the Owen Sound Reinforcement Line project?

Cheers,

[REDACTED]
Consultation Assessment Coordinator
Métis Nation of Ontario
[REDACTED]

From: Ken McCorkle Sent: Thu 30/08/2018 9:18 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: [External] RE: Confirming receipt of letter (Re: Owen Sound Reinforcement Line)

Hello [REDACTED]

First let me say how nice it was to meet and speak with you at the recent MNO AGA this past week in Peterborough. As a follow up I want to inform you as of today Union is still moving ahead with the Owen Sound Project and I am in the works of forwarding you a cheque for the agreed upon amount from our previous interactions. I will be in touch in the next couple of weeks regarding the delivery of the payment.

If you have any more questions or require additional information regarding this project please do not hesitate to contact me at your convenience,

Miigwetch,
Ken

Ken McCorkle
Manager, Indigenous Affairs
Union Gas Ltd.
Phone: 519-436-4600 Ext.5002243
Cell: 519-365-0584
Toll Free: 877-293-6215
Fax: 519-436-5392
Email: kmccorkle@uniongas.com
We can't change the past, but we can influence our future

Attachment 3.12

From: [REDACTED]
To: [REDACTED]
Cc: Ken McCorkle
Subject: Owen Sound Reinforcement Project

Sent: Thu 04/07/2019 11:28 AM

Good morning [REDACTED]

We wanted to provide you with an update on the Owen Sound Reinforcement project that we began consultation on in 2017. This project had been delayed but will be moving forward with an Ontario Energy Board filing later in July.

We wanted to reach out to let you know that we will be going ahead with the project and follow up to see if you have any questions or concerns. We would be happy to have a call to provide a refresher on the project and discuss further.

If you'd like to set up a call, please feel free to respond to this email or call Ken McCorkle, Senior Advisor Indigenous, Municipal Affairs and Stakeholder Relations at (519) 365-0584.

We look forward to hearing from you.

Miigwech, Thank you

[REDACTED]

[REDACTED]

Analyst, Indigenous Affairs

—

ENBRIDGE GAS INC. OPERATING AS UNION GAS

[REDACTED]

uniongas.com

Safety. Integrity. Respect.

From: [REDACTED]
To: [REDACTED]
Cc: Ken McCorkle
Subject: [External] Re: Owen Sound Reinforcement Project

Sent: Thu 04/07/2019 3:27 PM

EXTERNAL: PLEASE PROCEED WITH CAUTION.

This e-mail has originated from outside of the organization. Do not respond, click on links or open attachments unless you recognize the sender or know the content is safe.

Hello [REDACTED]

Thanks for reaching out. The LRC Branch will discuss this again with the committee, however last I heard there were no concerns and I don't believe anything has changed. Either myself or [REDACTED] will contact you later next week to confirm that no additional concerns have arisen.

Cheers,

[REDACTED]

Enbridge Inc. Indigenous Peoples Policy

Enbridge Indigenous Peoples Policy

Enbridge recognizes the diversity of Indigenous Peoples who live where we work and operate. We understand that the history of Indigenous Peoples in both Canada and the United States has had destructive impacts on the social and economic wellbeing of Indigenous Peoples. Enbridge recognizes the importance of reconciliation between Indigenous communities and broader society. Positive relationships with Indigenous Peoples, based on mutual respect and focused on achieving common goals, will create constructive outcomes for Indigenous communities and for Enbridge.

Enbridge commits to pursuing sustainable relationships with Indigenous Nations and groups in proximity to where Enbridge conducts business. To achieve this, Enbridge will govern itself by the following principles:

- We recognize the legal and constitutional rights possessed by Indigenous Peoples in Canada and in the U.S., and the importance of the relationship between Indigenous Peoples and their traditional lands and resources. We commit to working with Indigenous communities in a manner that recognizes and respects those legal and constitutional rights and the traditional lands and resources to which they apply, and we commit to ensuring that our projects and operations are carried out in an environmentally responsible manner.
- We recognize the importance of the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) within the context of existing Canadian and U.S. law and the commitments that governments in both countries have made to protecting the rights of Indigenous Peoples.

- We engage in forthright and sincere consultation with Indigenous Peoples about Enbridge's projects and operations through processes that seek to achieve early and meaningful engagement so their input can help define our projects that may occur on lands traditionally used by Indigenous Peoples.
- We commit to working with Indigenous Peoples to achieve benefits for them resulting from Enbridge's projects and operations, including opportunities in training and education, employment, procurement, business development, and community development.
- We foster understanding of the history and culture of Indigenous Peoples among Enbridge's employees and contractors, in order to create better relationships between Enbridge and Indigenous communities.

This commitment is a shared responsibility involving Enbridge and its affiliates, employees and contractors, and we will conduct business in a manner that reflects the above principles. Enbridge will provide ongoing leadership and resources to ensure the effective implementation of the above principles, including the development of implementation strategies and specific action plans.

Enbridge commits to periodically reviewing this policy to ensure it remains relevant and meets changing expectations.

MENDM REVIEW AND CONFIRMATION

To be filed at a later date.