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**Enbridge Gas Inc.**  
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Chatham, Ontario, N7M 5M1  
Canada

January 13, 2020

**BY RESS, EMAIL AND COURIER**

Ms. Christine Long  
Board Secretary  
Ontario Energy Board  
2300 Yonge Street, 27<sup>th</sup> Floor  
Toronto, ON M4P 1E4

Dear Ms. Long:

**Re: Enbridge Gas Inc. (Enbridge Gas)  
Ontario Energy Board (OEB) File No.: EB-2019-0218  
2021 Sarnia Industrial Line Reinforcement Project – Interrogatory Responses**

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In accordance with Procedural Order No. 1, enclosed please find interrogatory responses from Enbridge Gas in the above noted proceeding.

This submission has been filed through the OEB's RESS and will be available on Enbridge Gas's website at:

<https://www.uniongas.com/projects/sarnia-industrial-reinforcement> and at  
<https://www.enbridgegas.com/Projects>

If you have any questions with respect to this submission, please contact the undersigned.

Sincerely,

[original signed by]

Adam Stiers  
Technical Manager, Regulatory Applications

c.c.: Guri Pannu (Enbridge Gas)  
EB-2019-0218 (Intervenors)  
Judith Fernandes (OEB Staff)  
Michael Millar (OEB Counsel)

ENBRIDGE GAS INC.  
Answer to Interrogatory from  
OEB Staff (STAFF)

Reference:

Ref: Exh B/Tab 1/Sch 1/p.1

Question(s):

Enbridge Gas Inc. (Enbridge Gas) requests leave to construct approximately 1.2 kilometres of Nominal Pipe Size (NPS) 20 pipeline and ancillary facilities from the Dow Valve Site to the Bluewater Interconnect in the Township of St. Clair (Project). Enbridge Gas states that it has the necessary Certificate and Franchise Agreements in place to construct the Project.

- a) Please provide copies of the applicable Municipal Franchise Agreement and Certificate of Public Convenience and Necessity that confirms that Enbridge Gas can construct in this area.

Response:

- a) Please see Attachment 1 for a copy of the Municipal Franchise Agreement with the Township of St. Clair.

Please see Attachment 2 for a copy of Certificate of Public Convenience and Necessity for the Township of St. Clair.

**THE CORPORATION OF THE TOWNSHIP OF ST. CLAIR**

**BY-LAW NUMBER** 31 of 2010

**A BY-LAW TO AUTHORIZE A FRANCHISE AGREEMENT  
BETWEEN THE CORPORATION OF THE TOWNSHIP OF ST. CLAIR  
and UNION GAS LIMITED**

**WHEREAS** the Council of the Corporation of the Township of St. Clair deems it expedient to enter into the attached franchise agreement (the "Franchise Agreement") with Union Gas Limited;

**AND WHEREAS** the Ontario Energy Board by its Order issued pursuant to The Municipal Franchises Act on the 15<sup>th</sup> day of FEBRUARY, 2011 has approved the terms and conditions upon which and the period for which the franchise provided in the Franchise Agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of this By-Law is not necessary:

**NOW THEREFORE** the Council of the Corporation of the Township of St. Clair enacts as follows:

1. **THAT** the Franchise Agreement between the Corporation of the Township of St. Clair and Union Gas Limited attached hereto and forming part of this by-law, is hereby authorized and the franchise provided for therein is hereby granted.

2. **THAT** the Mayor and Director of Administration/Clerk be and they are hereby authorized and instructed on behalf of the Corporation of the Township of St. Clair to enter into and execute under its corporate seal and deliver the Franchise Agreement, which is hereby incorporated into and forming part of this By-Law.

3. **THAT** the following by-laws be and the same are hereby repealed:

By-law #14 of 1995 for the former Corporation of the Township of Sombra, passed in Council on the 10<sup>th</sup> day of June, 1996;

By-law #67 of 1998 for the former Corporation of the Township of Moore, passed in Council on the 9<sup>th</sup> day of March, 1999.

4. **THAT** this by-law shall come into force and take effect as of the final passing thereof.

Read a first time this 22<sup>nd</sup> day of November, 2010.

Read a second time this 22<sup>nd</sup> day of November, 2010.

Read a third time and finally passed this 14<sup>th</sup> day of March, 2011.

**THE CORPORATION OF THE  
TOWNSHIP OF ST. CLAIR**

\_\_\_\_\_  
Steve Arnold, Mayor

\_\_\_\_\_  
John DeMars, Director of Administration/Clerk

## **2000 Model Franchise Agreement**

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THIS AGREEMENT effective this 14<sup>th</sup> day of MARCH, 2011

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF ST. CLAIR**

hereinafter called the "Corporation"

- and -



**uniongas**

**LIMITED**

hereinafter called the "Gas Company"

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

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

THEREFORE the Corporation and the Gas Company agree as follows:

### **Part I - Definitions**

#### **1. In this Agreement**

- (a) "decommissioned" and "decommissions" when used in connection with parts of the gas system, mean any parts of the gas system taken out of active use and purged in accordance with the applicable CSA standards and in no way affects the use of the term 'abandoned' pipeline for the purposes of the *Assessment Act*;

- (b) "Engineer/Road Superintendent" means the most senior individual employed by the Corporation with responsibilities for highways within the Municipality or the person designated by such senior employee or such other person as may from time to time be designated by the Council of the Corporation;
- (c) "gas" means natural gas, manufactured gas, synthetic natural gas, liquefied petroleum gas or propane-air gas, or a mixture of any of them, but does not include a liquefied petroleum gas that is distributed by means other than a pipeline;
- (d) "gas system" means such mains, plants, pipes, conduits, services, valves, regulators, curb boxes, stations, drips or such other equipment as the Gas Company may require or deem desirable for the distribution, storage and transmission of gas in or through the Municipality;
- (e) "highway" means all common and public highways and shall include any bridge, viaduct or structure forming part of a highway, and any public square, road allowance or walkway and shall include not only the travelled portion of such highway, but also ditches, driveways, sidewalks, and sodded areas forming part of the road allowance now or at any time during the term hereof under the jurisdiction of the Corporation;
- (f) "Model Franchise Agreement" means the form of agreement which the Ontario Energy Board uses as a standard when considering applications under the *Municipal Franchises Act*. The Model Franchise Agreement may be changed from time to time by the Ontario Energy Board;
- (g) "Municipality" means the territorial limits of the Corporation on the date when this Agreement takes effect, and any territory which may thereafter be brought within the jurisdiction of the Corporation;
- (h) "Plan" means the plan described in Paragraph 5 of this Agreement required to be filed by the Gas Company with the Engineer/Road Superintendent prior to commencement of work on the gas system; and
- (i) whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Agreement so requires.

## **Part II - Rights Granted**

### **2. To provide gas service**

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

### **3. To Use Highways**

Subject to the terms and conditions of this Agreement the consent of the Corporation is hereby given and granted to the Gas Company to enter upon all highways now or at any time hereafter under the jurisdiction of the Corporation and to lay, construct, maintain, replace, remove, operate and repair a gas system for the distribution, storage and transmission of gas in and through the Municipality.

### **4. Duration of Agreement and Renewal Procedures**

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

or

(b) If the Corporation has previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law provided that, if during the 20 year term of this Agreement, the Model Franchise Agreement is changed, then on the 7<sup>th</sup> anniversary and on the 14<sup>th</sup> anniversary of the date of the passing of the By-law, this Agreement shall be deemed to be amended to incorporate any changes in the Model Franchise Agreement in effect on such anniversary dates. Such deemed amendments shall not apply to alter the 20 year term.

(c) At any time within two years prior to the expiration of this Agreement, either party may give notice to the other that it desires to enter into negotiations for a renewed franchise upon such terms and conditions as may be agreed upon. Until such renewal has been settled, the terms and conditions of this Agreement shall continue, notwithstanding the expiration of this Agreement. This shall not preclude either party from applying to the Ontario Energy Board for a renewal of the Agreement pursuant to section 10 of the *Municipal Franchises Act*.

### Part III – Conditions

#### 5. Approval of Construction

- (a) The Gas Company shall not undertake any excavation, opening or work which will disturb or interfere with the surface of the travelled portion of any highway unless a permit therefore has first been obtained from the Engineer/Road Superintendent and all work done by the Gas Company shall be to his satisfaction.
- (b) Prior to the commencement of work on the gas system, or any extensions or changes to it (except service laterals which do not interfere with municipal works in the highway), the Gas Company shall file with the Engineer/Road Superintendent a Plan, satisfactory to the Engineer/Road Superintendent, drawn to scale and of sufficient detail considering the complexity of the specific locations involved, showing the highways in which it proposes to lay its gas system and the particular parts thereof it proposes to occupy.
- (c) The Plan filed by the Gas Company shall include geodetic information for a particular location:
  - (i) where circumstances are complex, in order to facilitate known projects, including projects which are reasonably anticipated by the Engineer/Road Superintendent, or
  - (ii) when requested, where the Corporation has geodetic information for its own services and all others at the same location.
- (d) The Engineer/Road Superintendent may require sections of the gas system to be laid at greater depth than required by the latest CSA standard for gas pipeline systems to facilitate known projects or to correct known highway deficiencies.
- (e) Prior to the commencement of work on the gas system, the Engineer/Road Superintendent must approve the location of the work as shown on the Plan filed by the Gas Company, the timing of the work and any terms and conditions relating to the installation of the work.
- (f) In addition to the requirements of this Agreement, if the Gas Company proposes to affix any part of the gas system to a bridge, viaduct or other structure, if the Engineer/Road Superintendent approves this proposal, he may require the Gas Company to comply with special conditions or to enter into a separate agreement as a condition of the approval of this part of the construction of the gas system.

- (g) Where the gas system may affect a municipal drain, the Gas Company shall also file a copy of the Plan with the Corporation's Drainage Superintendent for purposes of the *Drainage Act*, or such other person designated by the Corporation as responsible for the drain.
- (h) The Gas Company shall not deviate from the approved location for any part of the gas system unless the prior approval of the Engineer/Road Superintendent to do so is received.
- (i) The Engineer/Road Superintendent's approval, where required throughout this Paragraph, shall not be unreasonably withheld.
- (j) The approval of the Engineer/Road Superintendent is not a representation or warranty as to the state of repair of the highway or the suitability of the highway for the gas system.

6. **As Built Drawings**

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

7. **Emergencies**

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



**8. Restoration**

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

**9. Indemnification**

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

**10. Insurance**

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

**11. Alternative Easement**

The Corporation agrees, in the event of the proposed sale or closing of any highway or any part of a highway where there is a gas line in existence, to give the Gas Company reasonable notice of such proposed sale or closing and, if it is feasible, to provide the Gas Company with easements over that part of the highway proposed to be sold or closed sufficient to allow the Gas Company to preserve any part of the gas system in its then existing location. In the event that such easements cannot be provided, the Corporation and the Gas Company shall share the cost of relocating or altering the gas system to facilitate continuity of gas service, as provided for in Paragraph 12 of this Agreement.

**12. Pipeline Relocation**

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

- (iv) the cost to the Gas Company for materials used in connection with the project, and
  - (v) a reasonable amount for project engineering and project administrative costs which shall be 22.5% of the aggregate of the amounts determined in items (i), (ii), (iii) and (iv) above.
- (d) The total relocation costs as calculated above shall be paid 35% by the Corporation and 65% by the Gas Company, except where the part of the gas system required to be moved is located in an unassumed road or in an unopened road allowance and the Corporation has not approved its location, in which case the Gas Company shall pay 100% of the relocation costs.

#### **Part IV - Procedural And Other Matters**

##### **13. Municipal By-laws of General Application**

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

##### **14. Giving Notice**

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

##### **15. Disposition of Gas System**

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

loss, cost, expense or damage occasioned thereby. If the Gas Company has not removed the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in a highway, the Gas Company may elect to relocate the decommissioned gas system and in that event Paragraph 12 applies to the cost of relocation.

**16. Use of Decommissioned Gas System**

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

**17. Franchise Handbook**

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

18. **Other Conditions**

Notwithstanding the cost sharing arrangements described in Paragraph 12, if any part of the gas system altered or relocated in accordance with Paragraph 12 was constructed or installed prior to January 1, 1981, the Gas Company shall alter or relocate, at its sole expense, such part of the gas system at the point specified, to a location satisfactory to the Engineer/Road Superintendent.

19. **Agreement Binding Parties**

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

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

**THE CORPORATION OF THE  
TOWNSHIP OF ST. CLAIR**

Per:

\_\_\_\_\_  
Steve Arnold, Mayor

Per:

\_\_\_\_\_  
John DeMars, Director of Administration/Clerk

**UNION GAS LIMITED**

Per:

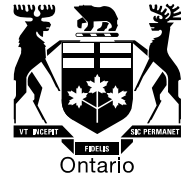
\_\_\_\_\_  
M. Richard Birmingham, Vice President

Per:

\_\_\_\_\_  
Joe Marz, Assistant Secretary

Ontario Energy  
Board

Commission de l'Énergie  
de l'Ontario



**EB-2010-0384**

**IN THE MATTER OF** the *Municipal Franchises Act*, R.S.O. 1990, c. M.55, as amended;

**AND IN THE MATTER OF** an application by Union Gas Limited for an order cancelling or superseding parts of the existing Certificate of Public Convenience and Necessity F.B.C. 192 associated with the former Township of Sombra and replacing these with a Certificate of Public Convenience and Necessity for the Corporation of the Township of St. Clair.

**By delegation, before:** Neil McKay

## **DECISION AND ORDER**

Union Gas Limited (“Union”) filed an application on December 14, 2010 with the Ontario Energy Board (the “Board”) under section 8 of the *Municipal Franchises Act*, R.S.O. 1990, c. M.55, as amended (the “Act”), for an order of the Board that cancels and supersedes the parts of the existing Certificate of Public Convenience and Necessity associated with the former Town of Sombra and establishes a new Certificate for the Township of St. Clair. The Board has assigned File No. EB-2010-0384 to this application. The Board’s Notice of Application and Written Hearing was published as directed by the Board. There were no intervenors.

Union holds a Certificate of Public Convenience and Necessity (F.B.C. 192) with the former Township of Sombra. The Applicant does not hold a Certificate of Public Convenience and Necessity for the former Township of Moore as gas was distributed prior to April 1, 1933 when a Certificate of Public Convenience and Necessity was not

required. The Board finds that it is in the public interest to grant the application and that public convenience and necessity requires that approval be given.

**IT IS THEREFORE ORDERED THAT:**

1. The parts of the existing Certificate of Public Convenience and Necessity F.B.C. 192 associated with the former Township of Sombra are cancelled and replaced by the certificate attached as Appendix A to this Decision and Order.
2. A Certificate of Public Convenience and Necessity, attached as Appendix A to this Decision and Order, is granted to Union Gas Limited to construct works to supply gas in the Corporation of the Township of St. Clair.

**DATED** at Toronto, February 15, 2011

**ONTARIO ENERGY BOARD**

*Original signed by*

Neil Mckay  
Manager, Natural Gas Applications

**APPENDIX A  
TO BOARD DECISION AND ORDER**

**EB-2010-0384**

**DATED: FEBRUARY 15, 2011**

**Certificate of Public Convenience and Necessity for  
the Corporation of the Township of St. Clair**



**EB-2010-0384**

**Certificate of Public Convenience and Necessity**

The Ontario Energy Board hereby grants

**Union Gas Limited**

approval under section 8 of the *Municipal Franchises Act*, R.S.O. 1990, c. M.55, as amended, to construct works to supply gas to the

**Corporation of the Township of St. Clair**

This certificate replaces the parts of Certificate F.B.C. 192 held by Union Gas Limited associated with the former Township of Sombra.

**DATED** at Toronto, February 15, 2011

**ONTARIO ENERGY BOARD**

*Original signed by*

Neil McKay  
Manager, Natural Gas Applications

ENBRIDGE GAS INC.  
Answer to Interrogatory from  
OEB Staff (STAFF)

Reference:

Exh B/Tab 1/Sch 2/p.9  
Exh B/Tab 1/Sch 3/p.1,2

Question(s):

The proposed Project is expected to provide an incremental 73.6 TJ/d of SIL system capacity, consisting of a minimum of 61.4 TJ/d of incremental SIL system capacity to serve NOVA demand beginning November 1, 2021 and 12.2 TJ/d of capacity to serve future growth in the Sarnia market.

- a) Please advise of the maximum incremental SIL capacity that would be required to serve NOVA demand.
- b) Please advise of each of the anticipated incremental demands from Ainsworth Energy Company Ltd (Ainsworth) and Advanced Chemicals Technologies (ACT), including an explanation of how forecasted demand has been determined.
- c) Please provide any updates on new or continuing discussions with Ainsworth or ACT.
- d) Please provide a breakdown of the 12.2 TJ/d of incremental capacity created by the Project between forecasted load growth and what Enbridge Gas determines to be for security of supply, if any.

Response:

- a) The incremental firm demand required by and allocated to NOVA is 61.4 TJ/d. This demand will be served by the SIL system. The SIL system is currently at capacity and is incapable of serving this incremental NOVA demand beginning November 1, 2021.
- b) No service contracts have been signed yet with Ainsworth or ACT. However, Enbridge Gas can confirm that it is in ongoing discussions with multiple customers interested in locating in the Sarnia market in the future, including both Ainsworth and

ACT who have both publicly announced their intentions to develop facilities in the area. The potential aggregate volume of incremental firm Sarnia market demand resulting from all customer interest received to date amounts to more than 250 TJ/d. The specific volume and timing of these potential demands remains uncertain and cannot be confirmed until firm service contracts are executed with customers.

- c) Enbridge Gas has no further updates or details regarding Ainsworth or ACT beyond what was included in its application and pre-filed evidence and in its response at Exhibit I.STAFF.2 b).
- d) All 12.2 TJ/d of excess capacity created by the proposed Project will serve forecasted demand growth.

ENBRIDGE GAS INC.  
 Answer to Interrogatory from  
OEB Staff (STAFF)

Reference:

Exh B/Tab 1/Sch 3

Question(s):

Enbridge Gas assessed the proposed Project to eight other facility alternatives (i.e., additional pipeline/station infrastructure) and two non-facility alternatives (commercial third-party and integrated resource planning options).

- a) For each alternative, please provide, as applicable, total estimated pipeline capital costs, total estimated station capital costs; and/or total estimated contract for transportation of supply costs.
- b) Please provide the Discounted Cash Flow and Profitability Index for the alternatives that have not been selected.

Response:

- a) Total estimated pipeline and station costs for acceptable facility alternatives considered by Enbridge Gas are set out in Table 1.

Table 1  
 Estimated Capital Cost of Facility Alternatives

Facility Alternative	Facility Detail	Pipeline Cost (\$ millions)	Station Cost (\$ millions)
Bluewater Interconnect to Churchill Road Station and Sarnia Industrial Station <sup>1</sup>	6 km of NPS 24 with 6620 kPag MOP	60.7	7.3
Great Lakes Courtright to Courtright Line	4.5 km of NPS 24 with 6620 kPag MOP	19.4	23.3
Dawn Hub to Payne Pool Station	21 km of NPS 20 with 6895 kPag MOP	124.6	10.2

<sup>1</sup> At Exhibit B, Tab 1, Schedule 3, p. 6, Enbridge Gas mistakenly described this alternative as involving construction of 24 km of 6620 kPag MOP pipeline. This alternative would involve construction of approximately 6 km of 6620 kPag MOP pipeline. Accordingly, the estimated cost for this alternative set out in Table 1 reflects construction of 6 km of 6620 kPag MOP pipeline.

In its application and pre-filed evidence, at Exhibit B, Tab 1, Schedule 3, pp. 7-8, Enbridge Gas explains that replacing existing pipelines between the Bluewater Interconnect and Churchill Road Station (with 3.5 km of 6620 kPag NPS 24 pipeline) and between the Bluewater Interconnect and the Sarnia Industrial Station (with 2.5 km of 6620 kPag NPS 24 pipeline) are not acceptable facility alternatives to the proposed Project. Both of these existing pipelines run on easement directly through the Aamjiwnaang First Nation Reserve lands and Enbridge Gas would require a new easement and temporary land use to construct a new pipeline. Enbridge Gas initiated discussions with Aamjiwnaang First Nation and respects their decision to not provide Enbridge Gas a new easement through their lands. As a result, and considering that both alternatives would also require construction of a larger diameter pipeline at more than double the distance compared to the proposed Project, Enbridge Gas eliminated these alternatives early in its assessment and did not complete formal cost estimates.

Similarly, construction of a new Compressor Plant, new Liquefied Natural Gas Plant and new Compressed Natural Gas facilities were all eliminated by Enbridge Gas early in its assessment of facility alternatives due to unacceptable technical and operational conditions these alternatives produce. For additional acceptability thoroughness, desktop estimates were completed for these alternatives.<sup>2</sup> Further, as explained at Exhibit B, Tab 1, Schedule 3, pp. 9-10, Enbridge Gas noted the following attributes of each alternative that justified their respective elimination:

#### *New Compressor Plant*

- Would strand volumes of gas supply flowing on DTE and BGS during the winter operating season due to pressure differentials.
- Could not be constructed in time for November 2021 in-service.
- Would require Loss of Critical Unit (“LCU”) coverage through spare compression capacity to ensure reliability to serve firm customer demands in the event of an unplanned compressor outage.

#### *New Liquefied Natural Gas Plant*

- Due to the process-oriented nature of Sarnia market demand, as detailed at Exhibit B, Tab 1, Schedule 2, Enbridge Gas anticipates it would be problematic to fill an LNG facility and serve customers at the same time. LNG tanks have a finite storage capacity and are typically sized to serve a very limited number of days per year, due in-part to their required operational cycle of fill-empty-refill.

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<sup>2</sup> Conceptual estimating was used for tie-in costs (i.e. no site drawings) and the estimates would not include the costs of unforeseen site conditions (e.g. hazardous waste, major archeological, abandonment).

Typically, LNG facilities are filled during the summer months when demand is low. This situation does not exist in the Sarnia market as the process-oriented customer demand is continuous throughout the year. Therefore, an LNG facility cannot be relied upon to provide continuous and reliable supply of natural gas on a firm daily basis every day as required.

- Could not be constructed in time for November 2021 in-service.
- As set out at Exhibit B, Tab 1, Schedule 3, p. 9, based on previous high-level cost estimates, Enbridge Gas anticipates that the capital cost to construct an LNG facility to serve NOVA demand would be more than the cost of the proposed Project and annual operating costs for such a facility would be greater than the incremental operating costs of the proposed Project.

#### *New Compressed Natural Gas Facilities*

- Due to the process-oriented nature of Sarnia market demand, as detailed at Exhibit B, Tab 1, Schedule 2, Enbridge Gas anticipates it would be problematic to rely upon CNG facilities due to their traditional function of serving winter peaking demands for a very limited number of days per year, as opposed to NOVA's requirement of continuous and reliable supply of natural gas on a firm daily basis.
- May not be possible to construct in time for November 2021 in-service.
- As set out at Exhibit B, Tab 1, Schedule 3, p. 10, based on previous high-level cost estimates, Enbridge Gas anticipates that the capital cost to construct a CNG facility and to acquire necessary trucks and trailers to serve NOVA demand would be more than the cost of the proposed Project and annual operating costs associated with such a facility would be greater than the incremental operating costs of the proposed Project.

Enbridge Gas eliminated IRP/DSM alternatives early in its assessment of alternatives. Please see the response at Exhibit I.STAFF.4, for explanation of Enbridge Gas's assessment of the potential for IRP/DSM alternatives to reduce SIL system demand sufficiently to defer the need for the proposed Project by the projected November 2021 in-service date.

Finally, as explained in its application and pre-filed evidence at Exhibit B, Tab 1, Schedule 3, p. 10, Enbridge Gas eliminated gas supply delivered at the Bluewater Interconnect early in its assessment of alternatives as BGS does not offer a firm transportation service to the Sarnia market from interconnected pipelines. Enbridge Gas cannot rely upon an interruptible transportation (wheeling) service to provide

continuous and reliable supply of natural gas on a firm daily basis to the SIL system.

- b) Discounted Cash Flow (“DCF”) and Profitability Index (“PI”) for acceptable facility alternatives considered by Enbridge Gas are set out in Table 2.

Table 2  
DCF and PI of Facility Alternatives

<b>Facility Alternative</b>	<b>Discounted Cash Flow (\$ millions)</b>	<b>Profitability Index</b>
Bluewater Interconnect to Churchill Road Station and Sarnia Industrial Station	(24.2)	0.6
Great Lakes Courtright to Courtright Line	(3.9)	0.9
Dawn Hub to Payne Pool Station	(70.5)	0.4

ENBRIDGE GAS INC.  
Answer to Interrogatory from  
OEB Staff (STAFF)

Reference:

Exh B/Tab 1/Sch 3/pp. 1,11

Question(s):

Enbridge Gas states that it has just executed a new firm natural gas delivery service contract with NOVA in July 2019, for service beginning November 1, 2021 and that the proposed Project is designed to serve this need in the most efficient and cost-effective manner possible. Enbridge Gas states that it has not identified any IRP alternatives feasible to implement and verify before November 1, 2021. However, Enbridge Gas also states that consideration of non-facility alternatives includes IRP options that could offset the need for facilities or commercial alternatives to serve demand growth forecasted for 2021 and beyond.

- a) Please indicate the timelines that would be required to deploy any DSM programs that Enbridge Gas has considered. Also, please indicate the timelines that would be required to achieve the full impact of the DSM programs.

Response:

- a) As discussed at Exhibit B, Tab 1, Schedule 2, approximately 90% of the demand served by the SIL system is for contract rate industrial customers that are mainly power generators and petrochemical manufacturers. Further, as discussed at Exhibit B, Tab 1, Schedule 3, pp. 10-11, the industrial customers in the Sarnia market are amongst the most sophisticated energy consumers in the country and have been active participants in historic and current (2015-2020) OEB-approved DSM programs, implementing energy conservation in order to optimize their operations. Space heating is normally a good target for IRP or DSM programs, however, the Sarnia market gas volume associated with space heating is small, particularly relative to industrial process demands. The impact of targeted IRP or DSM for space heating would be far too low to have a material impact on the SIL system and need for the Project.



As described in the IRP Study completed by ICF International, geo-targeted DSM programs would need approval four to five years prior to the in-service date to ensure sufficient demand deferral; in other words, OEB-approval of incremental geo-targeted DSM in 2020 could not be expected to reduce market demands until 2024 at the earliest.<sup>1</sup> For these reasons, Enbridge Gas does not consider DSM to be a viable alternative to serve the incremental demands driven by a single customer (NOVA).<sup>2</sup>

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<sup>1</sup> The full IRP Study was filed in response to interrogatories in Enbridge Gas Distribution Inc.'s Bathurst leave to construct application; EB-2018-0097 (October 11, 2018), Exhibit I.EGDI.SEC.1, Attachment 1, p. 20.

<sup>2</sup> Exhibit B, Tab 1, Schedule 4.

ENBRIDGE GAS INC.  
Answer to Interrogatory from  
OEB Staff (STAFF)

Reference:

Exh B/Tab 1/Sch 4/p.1  
Exh C/Tab 4/Sch 1/p.1

Question(s):

The application states that the total estimated cost of the Project is \$30.8M, which includes pipeline costs of \$23.4M and station costs of \$7.3M.

- a) Please provide an estimate of the costs of consultation (with affected landowners and Indigenous peoples) for the Project. Please confirm whether consultation costs have been included in the total estimated costs of the Project. If this is not included in the Project costs, please explain how Enbridge Gas intends to fund the costs of consultation.
- b) Please provide comparable projects that Enbridge Gas has completed in the past and that were approved by the OEB. Please provide a breakdown of the costs for these projects.
- c) Please confirm whether this project is included in Enbridge Gas' Utility System Plan and Asset Management Plan that has been approved by the OEB.

Response:

- a) Consultation costs of \$288,000 have been included in the total estimated Project cost.
- b) No two projects approved by the OEB and completed by Enbridge Gas are identical in scope. Enbridge Gas has provided a copy of costs for other transmission reinforcement projects, including the Sarnia Expansion Pipeline Project (EB-2014-0333), the Kingsville Transmission Reinforcement Project (EB-2018-0013), the Panhandle Reinforcement Project (EB-2016-0186) and the Stratford Pipeline Reinforcement Project (EB-2018-0306), at Attachment 1.
- c) Confirmed.

The Project was previously identified as part of a larger Sarnia Industrial System project in the Utility System Plan filed in 2018 as part of Enbridge Gas's 2019 Rates application.<sup>1</sup>

The Project was most recently included in Enbridge Gas's Asset Management Plan Addendum – 2020, which was filed on October 25, 2019 with the OEB as part of Enbridge Gas's 2020 Rates application.<sup>2</sup>

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<sup>1</sup> EB-2018-0305, Exhibit C1, Tab 1, Schedule 1, p. 49, Table 6.

<sup>2</sup> EB-2019-0194, Exhibit C, Tab 1, Schedule 1, Table 2.2-3. As set out on page 4 of the Asset Management Plan Addendum – 2020, the larger Sarnia Industrial System project identified in the Utility System Plan filed as part of Enbridge Gas's 2019 Rates application has been separated into three separate and distinct projects, the first of which is the proposed Project.

Filed: 2020-01-13, EB-2019-0218, Exhibit I.STAFF.5, Attachment 1, Page 1 of 4

**TOTAL ESTIMATED PIPELINE CAPITAL COSTS****SARNIA EXPANSION PIPELINE PROJECT****2015 Construction****Pipeline and Equipment**

4.8 kms of NPS 20 \$ 1,300,000

Valves, Fittings and Miscellaneous Material \$ 1,031,000**Total Pipeline and Equipment** \$ 2,331,000**Construction and Labour**

Lay 4,800 metres of NPS 20 Steel Pipe \$ 8,669,000

Miscellaneous Contract Labour

Company Labour, Inspection, X-Ray, Construction Survey,  
Legal, Environmental, Archeology, and Permitting \$ 3,594,000Easements, Lands, Damages & Regulatory \$ 1,150,000**Total Construction and Labour** \$ 13,413,000**Subtotal Estimated Pipeline Capital Costs** \$ 15,744,000

Contingencies \$ 2,362,000

Interest During Construction \$ 261,000

**Total Estimated Pipeline Capital Costs** \$ 18,367,000

Filed: 2020-01-13, EB-2019-0218, Exhibit I.STAFF.5, Attachment 1, Page 2 of 4  
**Kingsville Transmission Reinforcement Project**

Total Estimate Pipeline & Station Costs

	Mainline	Station	Total
Materials	\$ 5,514,000	\$ 2,210,000	\$ 7,725,000
Construction and Labour	\$ 76,917,000	\$ 6,014,000	\$ 82,931,000
Contingencies	\$ 12,365,000	\$ 1,234,000	\$ 13,598,000
Interest During Construction	\$ 1,332,000	\$ 130,000	\$ 1,462,000
	<hr/>		
Total Estimated Capital Costs - 2019 Construction	\$ 96,128,000	\$ 9,588,000	\$ 105,716,000

**TOTAL ESTIMATED PIPELINE & STATION COSTS**

	Mainline	Dawn M&R	Dover Centre Stn	Dover Transmission Stn	Mersea Gate Stn
Materials	\$16,578,000	\$3,958,000	\$381,000	\$2,162,000	\$721,000
Construction and Labour	\$176,147,000	\$17,399,000	\$2,056,000	\$5,362,000	\$2,790,000
Contingencies	\$28,909,000	\$3,204,000	\$365,000	\$1,128,000	\$527,000
Interest During Construction	\$2,321,000	\$251,000	\$43,000	\$116,000	\$50,000
<b>Total Estimated Capital Costs – 2017 Construction</b>	<b>\$223,955,000</b>	<b>\$24,812,000</b>	<b>\$2,845,000</b>	<b>\$8,768,000</b>	<b>\$4,088,000</b>
					<b>\$264,468,000</b>

## Stratford Reinforcement Project

### Total Estimated Capital Costs

	<b>Mainline</b>	<b>Stations</b>	<b>Total</b>
Materials	\$2,478,000	\$519,000	\$2,997,000
Construction and Labour	\$19,176,000	\$2,444,000	\$21,620,000
Contingencies	\$3,179,000	\$444,000	\$3,623,000
Interest During Construction	\$261,000	\$39,000	\$300,000
<b>Total Estimated Capital Costs –</b>	<b>\$25,094,000</b>	<b>\$3,446,000</b>	<b>\$28,540,000</b>

ENBRIDGE GAS INC.  
Answer to Interrogatory from  
OEB Staff (STAFF)

Reference:

Exh B/Tab 1/Sch 6/p.2

Question(s):

Enbridge Gas states that its Environmental Report (ER) was provided to the Ontario Pipeline Coordinating Committee (OPCC) on August 15, 2019. Enbridge Gas indicates that it has consulted with various agencies, municipalities, First Nations and landowners along the proposed Project route.

- a) Please file a summary of comments and concerns received from the public consultation and OPCC review. Please include Enbridge Gas' responses and actions to address the issues and concerns.

Response:

- a) Please see Attachment 1 for a summary of the comments received and the responses provided by Enbridge Gas regarding the Environmental Report.



Sarnia Industrial Line Reinforcement Project DOW to Bluewater  
Correspondence Tracking  
**Government and Agencies**

Comment Number	Stakeholder Group	Stakeholder Representative Name	Method of Communication	Date of Communication	Summary of Comment	Date of Response	Summary of Response
1	Ministry of Heritage, Sport, Tourism and Culture Industries (MHSTCI)	Katherine Kirzati	Email	October 29, 2019	Comments were provided regarding routing, impacts and monitoring.	23-Dec-19	The response clarified the difference in footprint between the Cultural Heritage Assessment Report and the DOW to Bluewater Environmental Report, and the assessment monitoring and contingency requirements.
2	Ministry of Environment, Conservation and Parks (MECP)	Craig Newton	Email	October 31, 2019	MECP forwarded the email to Stantec on June 11th, 2019 advising of two waste sites situated within 500 meters of the proposed pipeline route. Appendix 4 of the August 9, 2019 Final Environmental Report includes this MECP Correspondence. Inquired where, in the August 9, 2019 Final Environmental Report, Stantec's evaluation of these two waste disposal sites with respect to the proposed pipeline route is presented.	31-Oct-19	The evaluation of the two waste disposal sites can be found in Section 4.4.4 – Infrastructure - of the Report. Please let me know if you have any other questions.
3	Ministry of Environment, Conservation and Parks	Craig Newton	Email	October 31, 2019	MECP responded to Stantec's October 31, 2019 email indicating no further questions or comments.	N/A	N/A

ENBRIDGE GAS INC.  
Answer to Interrogatory from  
OEB Staff (STAFF)

Reference:

Environmental Report, Table 1-1 and Section 4.4.9  
Exh B/Tab 1/Sch 6/p.3

Question(s):

The ER states that a Stage 1 Archaeological Assessment (AA) was completed and that the Stage 1 AA report was submitted to the Ministry of Tourism, Culture and Sport (MTCS). It is stated that a Stage 2 AA is required and that depending on the results of the Stage 1-2 AA, Stage 3 and 4 AAs may be required. Enbridge Gas proposes to complete the majority of the AAs during the 2019/2020 field season.

- a) Please identify the date on which Enbridge Gas submitted the Stage 1 AA to the MTCS.
- b) Please provide an update on status of the MTCS' review of the Stage 1 AA and when Enbridge Gas expects a response from the MTCS with respect to the Stage 1 AA. Please include the response from MTCS on the Stage 1 AA, if available.
- c) Please provide an update on the status of Enbridge Gas' Stage 2 AA, indicating if Enbridge Gas has submitted its Stage 2 AA to the MTCS, whether the Stage 2 AA field work is underway and when this will be completed.
- d) Please indicate when Enbridge Gas anticipates a response from the MTCS with respect to the Stage 2 AA. Please include the response from MTCS on the Stage 2 AA, if available.
- e) Please confirm whether Stage 3 and 4 AAs are required, including information on the status of these AAs if required.
- f) Please indicate the latest timeline by which Enbridge Gas must receive responses from the MTCS to start the Project on time.
- g) Please comment on the implications for the Project if Enbridge Gas does not receive responses from the MTCS before the timeline specified in part (f).

Response:

- a) The Stage 1 AA report was submitted to the Ministry of Heritage, Sport, Tourism and Culture Industries ("MHSTCI") on June 18, 2019.
- b) The MHSTCI reviewed the Stage 1 AA report and provided a letter of compliance on July 26, 2019 (please see Attachment 1).
- c) Stage 2 AA for the Project began in October 2019 and field work is anticipated to be complete by May 2020. Submission of the Stage 2 AA report to the MHSTCI will follow the completion of the associated field work and is anticipated by June 2020.
- d) Once the Stage 2 AA report is submitted to the MHSTCI Enbridge Gas anticipates the MHSTCI to complete its review of the report within 30 business days. Assuming the Stage 2 AA report is submitted in June 2020, Enbridge Gas anticipates that the MHSTCI will complete its review of the report sometime in July 2020.
- e) At this time, no archaeological resources have been identified. If archaeological resources are identified and if they are determined to retain cultural heritage value or interest and require further archaeological work, Enbridge Gas will retain an archaeological consultant to complete the required assessment (Stage 3 assessment) and/or mitigation (Stage 4 mitigation) of the applicable archaeological resources.
- f) The Project's anticipated construction start date is May 2021. In order to ensure that Project construction is not delayed, Enbridge Gas must have received all responses from the MHSTCI by April 2021.
- g) Enbridge Gas expects that all MHSTCI responses will be received prior to the construction start date, however, should MHSTCI responses not be received prior to the anticipated construction start date Enbridge Gas may consider initiating construction in areas that have been included in the Stage 1 and Stage 2 AA reports that have received MHSTCI acceptances in order to avoid impacting the Project construction schedule.

**Ministry of Tourism, Culture and Sport**

Archaeology Programs Unit  
Programs and Services Branch  
Culture Division  
401 Bay Street, Suite 1700  
Toronto ON M7A 0A7  
Tel.: (416) 314-7152  
Email: Sarah.Roe@ontario.ca

**Ministère du Tourisme, de la Culture et du Sport**

Unité des programmes d'archéologie  
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Jul 26, 2019

Parker S. Dickson (P256)  
Stantec Consulting  
171 Queens London ON N6A 5J7

**RE: Review and Entry into the Ontario Public Register of Archaeological Reports: Archaeological Assessment Report Entitled, "Stage 1 Archaeological Assessment: Sarnia Expansion Project, Enbridge Gas Inc., Various Lots and Concessions, Geographic Township of Moore, now Township of St. Clair, Lambton County; Various Lots and Concessions, Geographic Township of Sarnia, now City of Sarnia, Lambton County; and Part of Aamjiwnaang First Nation Reserve Lands, Ontario", Dated Jun 18, 2019, Filed with MTCS Toronto Office on Jun 24, 2019, MTCS Project Information Form Number P256-0553-2018, MTCS File Number 0009484**

Dear Mr. Dickson:

This office has reviewed the above-mentioned report, which has been submitted to this ministry as a condition of licensing in accordance with Part VI of the *Ontario Heritage Act*, R.S.O. 1990, c 0.18.<sup>1</sup> This review has been carried out in order to determine whether the licensed professional consultant archaeologist has met the terms and conditions of their licence, that the licensee assessed the property and documented archaeological resources using a process that accords with the 2011 *Standards and Guidelines for Consultant Archaeologists* set by the ministry, and that the archaeological fieldwork and report recommendations are consistent with the conservation, protection and preservation of the cultural heritage of Ontario.

The report documents the assessment of the study area as depicted in Figure 9: Location of Study Area and SD Tile 1: Location of Registered Sites of the above titled report and recommends the following:

The Stage 1 archaeological assessment determined that the entirety of the study area for the Project retains potential for the identification and documentation of archaeological resources. In accordance with Section 1.3.1 and Section 7.7.4 of the MTCS' 2011 *Standards and Guidelines for Consultant Archaeologists* (Government of Ontario 2011), Stage 2 archaeological assessment is required for the portion of the Project's anticipated construction activities which impacts an area of archaeological potential. Detailed recommendations for further archaeological work are provided in the body of the report.

Based on the information contained in the report, the ministry is satisfied that the fieldwork and reporting for the archaeological assessment are consistent with the ministry's 2011 *Standards and Guidelines for Consultant Archaeologists* and the terms and conditions for archaeological licences. This report has been

entered into the Ontario Public Register of Archaeological Reports. Please note that the ministry makes no representation or warranty as to the completeness, accuracy or quality of reports in the register.

Should you require any further information regarding this matter, please feel free to contact me.

Sincerely,

Sarah Roe  
Archaeology Review Officer

cc. Archaeology Licensing Officer  
Ryan Park, Union Gas Limited  
Zor Crnojacki, Ontario Energy Board

<sup>1</sup>*In no way will the ministry be liable for any harm, damages, costs, expenses, losses, claims or actions that may result: (a) if the Report(s) or its recommendations are discovered to be inaccurate, incomplete, misleading or fraudulent; or (b) from the issuance of this letter. Further measures may need to be taken in the event that additional artifacts or archaeological sites are identified or the Report(s) is otherwise found to be inaccurate, incomplete, misleading or fraudulent.*

ENBRIDGE GAS INC.  
Answer to Interrogatory from  
OEB Staff (STAFF)

Reference:

Environmental Report, Section 3.5.2

Question(s):

According to the ER, a consultation and engagement program was undertaken to permit interested and potentially affected parties to provide input into the project. Hydro One Networks Inc. (HONI) advised that a section of the proposed pipeline is located within HONI owned lands known as Sarnia South Transmission Station and that Enbridge Gas would have to remove the pipeline if necessary, to accommodate HONI's future needs.

- a) Please state what proportion of the proposed line is located within the above described HONI owned lands.
- b) Please provide a description of the future potential need for a station on these lands commenting on the likelihood that this land may be required for a station.
- c) Please comment on whether Enbridge Gas has entered into an easement agreement with HONI for these lands. Please describe the type of easement that is required. Please provide a copy of the easement agreement.
- d) Please comment on the implications for the proposed pipeline and what Enbridge Gas intends to do in the event that HONI requires these lands for a station in the future.

Response:

- a) Approximately 53 metres (5 %) of the proposed pipeline is located within HONI owned lands.
- b) HONI has not expressed a specific need for or plans to build on this site in the future.
- c) Enbridge Gas requires a permanent easement from HONI (HONI's standard form of easement) for the construction of the Project. Negotiations for that easement are ongoing, no easement agreement has been executed to date.

- d) At this time, Enbridge Gas does not foresee any impacts to the proposed pipeline. If HONI builds a station in the future, similar to projects related to municipal works, Enbridge Gas would work with HONI to protect the integrity of the SIL system and ensure that there is no interruption of service to the Sarnia market.

ENBRIDGE GAS INC.  
Answer to Interrogatory from  
OEB Staff (STAFF)

Reference:

Environmental Report, Table 1-1  
Exh B/Tab 1/Sch 7/pp.1-2

Question(s):

Enbridge Gas states that it is required to obtain environmental permits and approvals and notifications from federal, provincial and municipal agencies. Enbridge also states that it has initiated negotiations with directly impacted landowners from whom either fee simple, permanent or temporary land rights are required. Enbridge Gas states that it will have all land rights in place prior to construction.

- a) Table 1-1 provides a summary of permits and approvals to complete the construction of the Project, including a description of the purpose or need for each permit.
  - i. Please provide the status of each permit/approval application.
  - ii. Please provide dates for when Enbridge Gas expects to receive any outstanding permits/approvals required, and what impact and delays in receiving these might have on the Project schedule.
- b) Please provide an update on the negotiations with private landowners for the purchase of lands (fee simple lands) required for the project, including any concerns that have been expressed by landowners with respect to the proposed Project. Please comment on when Enbridge Gas expects these agreements to be executed.
- c) Please provide an update on the status of the temporary land use (TLU) rights and permanent easement rights required for the Project, including any concerns that have been expressed by landowners. Please indicate the number of TLU rights and the number of permanent easement rights that are required.
- d) Please discuss any concerns that Enbridge Gas has with respect to obtaining any of the required land rights and/or permits for the Project.
- e) Please provide the file numbers for the OEB decisions approving the forms of agreements provided in this application.



Response:

a)

i. **Migratory Bird Convention Act –**

No permit/approval necessary; tree clearing to occur outside of the bird nesting season.

**Development Permits under Ontario Regulation 171/06 (Regulation of Development, Interference with Wetlands, Altercations to Shorelines and Watercourses), as per the Conservation Authorities Act –**

Not required, no work proposed within St. Clair Region Conservation Authority Regulated Areas.

**Permit to Take Water (PTTW) or Environmental Activity and Sector Registry (EASR) under the Ontario Water Resources Act (1990) –**

A Hydrogeological Assessment will be completed in 2020 and will determine if a PTTW, EASR or no permits/registration is required.

**Permitting or Registration under the Endangered Species Act (ESA) (2007) –**

Species at Risk surveys were initiated in fall 2019 and will be completed in 2020, based on the results of these surveys consultation will occur with the MECP to determine any ESA permitting requirements.

**Archaeological clearance under the Ontario Heritage Act (OHA) –**

The Stage 1 AA report was submitted to the Ministry of Heritage, Sport, Tourism and Cultural Industries (“MHSTCI”) on June 18, 2019. MHSTCI Stage 1 letter of compliance received July 26, 2019. Stage 2 Archaeological surveys initiated in 2019 and scheduled to be completed with the Stage 2 AA report submitted to MHSTCI by June 2020. Please also see the response at Exhibit I.STAFF.7.

**Review of Built Heritage and Cultural Landscape under the OHA –**

Cultural Heritage Assessment Report submitted to MHSTCI on September 13, 2019.

**Noise By-Law No. 44 of 2014 –**

Approvals to be requested as required.

**Woodlands Conservation By-Law No. 4 of 2012 –**

Tree Clearing notice to be given to Lambton County in 2020.

- ii. Enbridge Gas expects to receive all permits and approvals prior to the proposed construction start date (May 2021). If one or more permits/approvals remains outstanding ahead of the scheduled construction start date Enbridge Gas will assess the potential impacts of the outstanding permits/approvals to determine next steps which may include adjustments to works areas, types of work and/or the project schedule.
  
- b) Negotiations with private landowners for the purchase of land are on-going and Enbridge Gas expects to have all land rights in place prior to commencement of Project construction. To date, no specific concerns have been expressed by landowners. Enbridge Gas will execute agreements with landowners once its application for leave-to-construct the proposed Project facilities is approved by the OEB. There are 1.426 acres of fee simple lands being requested on private lands.
  
- c) Negotiations with private landowners for permanent easements and temporary land use are ongoing and Enbridge Gas expects to have all land rights in place prior to commencement of Project construction. There are 4.053 acres of permanent easement and 8.491 acres of temporary land use being requested on private lands. To date, no specific concerns have been expressed by landowners.  
  
Please see the response at Exhibit I.STAFF.8 for additional detail regarding HONI-owned lands. Enbridge Gas expects to have land rights for HONI-owned lands in place prior to commencement of Project construction. To date, no specific concern has been expressed by HONI.
  
- d) No concerns have been identified at this time.
  
- e) The forms of agreements included as part of Enbridge Gas's Application and pre-filed evidence for OEB approval were previously approved by the OEB as part of Enbridge Gas's Kingsville Transmission Reinforcement project (EB-2018-0013), Stratford Reinforcement Project (EB-2018-0306) and Chatham Kent Rural Project (EB-2018-0188).

ENBRIDGE GAS INC.  
Answer to Interrogatory from  
OEB Staff (STAFF)

Reference:

Exh B/Tab 1/Sch 8/pp.1,2

Question(s):

Enbridge Gas' evidence indicates that on September 10, 2018, it received a letter from the Ministry of Energy, Northern Development and Mines (MENDM) indicating that Enbridge Gas had been delegated the procedural aspects of consultation for the Project. Enbridge Gas states that it would provide its Indigenous Consultation Report (ICR) to the MENDM on October 7, 2019, requesting that the MENDM determine if the procedural aspects of the duty to consult for the Project are sufficient.

- a) Please provide an update on Indigenous consultation activities since August 28, 2019 and identify any concerns and issues raised in the consultation process and steps that Enbridge Gas has committed to undertake to address any concerns or issues.
- b) Assuming the ICR was provided to the MENDM on October 7, 2019, please update the evidence with any correspondence between the MENDM and Enbridge Gas after October 7, 2019, regarding the MENDM's review of Enbridge Gas' consultation activities.
- c) Please indicate when Enbridge Gas expects to receive the consultation sufficiency letter from the MENDM.

Response:

- a) Please see Attachment 1 for a revised Indigenous Consultation Report: Log and Project Correspondence, updated as of December 19, 2019.
- b) Enbridge Gas provided the ICR for the Project to the MENDM on October 8, 2019 (please see this correspondence between Enbridge Gas and the MENDM at Attachment 2). There has been no further correspondence between the MENDM and Enbridge Gas regarding the MENDM's review.
- c) Enbridge Gas currently has no estimate of the timing of MENDM issuance of a consultation sufficiency letter regarding the Project. However, Enbridge Gas expects

to receive the letter of consultation sufficiency in 2020 and will file it with the OEB upon receipt.

Indigenous Consultation Report: Log and Project Correspondence  
as of December 19, 2019

<b>Aamjiwnaang First Nation (“AFN”)</b>					
<b>Line Item</b>	<b>Date of Engagement</b>	<b>Method of Engagement</b>	<b>Summary of Engagement Activity</b>	<b>Response from Community/Outstanding Issues</b>	<b>Correspondence Attachment</b>
1	August 30, 2019	Email	The AFN Monitor representative emailed the representative from Stantec to advise that they would be participating on the Project work.		Attachment 1
2	October 23, 2019	Email	A representative from Stantec, an Enbridge Gas consultant on the Project, emailed the AFN representative to advise them that Stantec was now in a position to start the Stage 2 work on the Project. The email provided details on where to meet and the date.		Attachment 2
3	November 21, 2019	Email	An Enbridge Gas representative emailed an AFN representative to discuss the tree replacement for the potential Project.	<p>The Enbridge Gas representative advised the AFN representative that the Enbridge Environmental planner would like to discuss the opportunity for the potential of the greenhouse at AFN to provide trees.</p> <p>The Enbridge Gas representative also advised the AFN representative that there was a potential opportunity for their person who deals with snakes to do some work on the Project.</p> <p>The Enbridge Gas representative asked if the AFN representative could call him to discuss these opportunities.</p> <p>The AFN representative did not call the Enbridge Gas representative or respond to the email.</p>	Attachment 3
4	November 25, 2019	Email	An Enbridge Gas representative responded to an email received from an AFN representative about a letter they received.	The AFN representative had received a letter from Aanwatin The letter was dated May 2019 and was regarding another project. The Enbridge Gas representative	Attachment 4

				<p>advised the AFN representative of this.</p> <p>The Enbridge Gas representative addressed the email dated November 21, 2019 asking if they could have a call to discuss the opportunities addressed in that email.</p> <p>No response was received.</p>	
5	December 3, 2019	Meeting	An Enbridge Gas representative met with a representative from AFN to follow up on the Project.	<p>The AFN representative asked for the Enbridge Gas representative to follow up on the reclamation work that includes a report on air monitoring, soil assessment, species at risk and other general information. The Enbridge Gas representative advised that he would follow up with the Project team and respond to the requests.</p> <p>The Enbridge Gas representative agreed to meet with the environmental committee in January 2020 to discuss and exchange information.</p>	
6	December 4, 2019	Email	An Enbridge Gas representative emailed the AFN representative following up on their meeting on December 3, 2019.	<p>The Enbridge Gas representative reiterated what was discussed in the meeting on December 3, 2019.</p> <p>The Enbridge Gas representative agreed that they would follow up on the reclamation work that includes a report on air monitoring, soil assessment, species at risk and other general information.</p> <p>The Enbridge Gas representative requested some dates in the January 2020 time frame to meet with the committee to discuss the project further.</p>	Attachment 6

				<p>The AFN representative responded to the email on December 4 providing some dates to meeting. The representative also addressed some additional items:</p> <p>The AFN representative advised that the committee is concerned with the soil being disturbed and not knowing if remediation has been done in years past by a company in the area.</p> <p>The AFN representative advised that that AFN has a Species at Risk technician and would like them to be involved in the SARS assessment.</p> <p>The AFN representative requested a community meeting that was addressed in the initial consultation meeting and stated that the community is concerned with the traffic plan on LaSalle line.</p> <p>On December 5, 2019, the Enbridge Gas representative responded back to confirm January 21, 2019 at the date chosen to meet. The AFN representative confirmed back.</p>	
7	December 17, 2019	Email	An Enbridge Gas representative emailed the AFN representative to address the points in her email and provide information. The Enbridge Gas representative advised that he looked forward to continuing the dialogue on the project when they meet in January 2020.	<p>The Enbridge Gas representative addressed the concerns over the contaminated lands from a 1996 incident. The proposed project does not include any watercourse crossings or work near water as a result it is unlikely lands included in the project area were affected by the 1996 storm water overflow.</p>	Attachment 7

				<p>The Enbridge Gas representative advised that in addition to the preconstruction soil testing Enbridge Gas will have a suspect soils program that will be in place. The program is designed to appropriately handle and dispose of unexpected contaminated soils should they be found during construction.</p> <p>Enbridge Gas and Stantec Consulting have not identified any information regarding a Benzene spill within the project area. The Enbridge Gas representative requested that if AFN has any information on it, Enbridge Gas and Stantec would appreciate receiving it in order to make all appropriate plans and treatment included in our project design.</p> <p>The Enbridge Gas representative advised that a full species at program is planned to occur spring/summer 2020. AFN will be invited to participate in the entirety of the 2020 environmental field surveys.</p> <p>The Enbridge Gas representative addressed the traffic plan and advised that the Project does not include any roadside work, road crossings or lane closures.</p>	
<b>Chippewas of the Thames First Nation (“COTTFN”)</b>					
<b>Line Item</b>	<b>Date of Engagement</b>	<b>Method of Engagement</b>	<b>Summary of Engagement Activity</b>	<b>Response from Community/Outstanding Issues</b>	<b>Attachment</b>
8	September 3, 2019	Email	A COTTFN representative sent an email to an Enbridge Gas representative providing a letter regarding the Environmental Study review.	The COTTFN representative issued a letter to Enbridge Gas advising that they have no outstanding concerns based on the	Attachment 8



				review of the Environmental Report.  The Enbridge Gas representative responded on September 4, 2019 to thank the COTTFN member for the letter.	
9	October 23, 2019	Email	A representative from Stantec, an Enbridge Gas consultant on the Project, emailed the COTTFN representative to advise them that Stantec was now in a position to start the Stage 2 work on the Project. The email provided details on where to meet and the date.		Attachment 9
<b>Walpole Island First Nation ("WIFN")</b>					
<b>Concern Line Item</b>	<b>Date of Engagement</b>	<b>Method of Engagement</b>	<b>Summary of Engagement Activity</b>	<b>Response from Community/Outstanding Issues</b>	<b>Attachment</b>
10	October 23, 2019	Email	A representative from Stantec, an Enbridge Gas consultant on the Project, emailed the WIFN representative to advise them that Stantec was now in a position to start the Stage 2 work on the Project. The email provided details on where to meet and the date.		Attachment 10
11	December 3, 2019	Meeting	An Enbridge Gas representative spoke with representatives from WIFN on the Project.	The parties agreed that Enbridge Gas would present to Chief and Council as part of ongoing and continued consultation for the Project. The parties agreed to speak in January 2020 to discuss the format of the presentation and WIFN would arrange a date to present to Chief and Council for early February 2020.	

Attachment 1

**From:** Email support <[wmaness@outlook.com](mailto:wmaness@outlook.com)>  
**Sent:** Friday, August 30, 2019 12:01 PM  
**To:** Dickson, Parker <[Parker.Dickson@stantec.com](mailto:Parker.Dickson@stantec.com)>; Sharilyn Johnston <[sjohnston@aamjiwnaang.ca](mailto:sjohnston@aamjiwnaang.ca)>; 'CPlain@aamjiwnaang.ca' <[CPlain@aamjiwnaang.ca](mailto:CPlain@aamjiwnaang.ca)>  
**Cc:** Ryan Park <[rdpark@uniongas.com](mailto:rdpark@uniongas.com)>; Candido, Mike <[michael.candido@stantec.com](mailto:michael.candido@stantec.com)>; Straus, Melissa <[Melissa.Straus@stantec.com](mailto:Melissa.Straus@stantec.com)>; Ken McCorkle ([KMcCorkle@uniongas.com](mailto:KMcCorkle@uniongas.com)) <[KMcCorkle@uniongas.com](mailto:KMcCorkle@uniongas.com)>  
**Subject:** Re: Enbridge Gas Inc. - Sarnia Industrial Line Reinforcement Project, DOW to Bluewater - Archaeology and Natural Heritage

Hi Parker,

TTMS will have a monitor available to participate with Enbridge Gas Inc. (Enbridge Gas) is proposing to proposing to construct a new natural gas pipeline between Enbridge Gas' existing Dow Valve Site and the existing Enbridge Gas Bluewater Interconnect Transmission Station in the Township of St. Clair.

Regards

Wanda Maness

Attachment 2

From: Dickson, Parker <Parker.Dickson@stantec.com> Sent: Wed 23/10/2019 3:01 PM  
To: Email support  
Cc: Kipping, Darren; Candido, Mike; Ryan Park; Ken McCorkle; Knight, Mark  
Subject: [External] RE: Enbridge Gas Inc. - Sarnia Industrial Line - DOW - Bluewater

**EXTERNAL: PLEASE PROCEED WITH CAUTION.**  
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Hi Wanda,

Apologies for the delay. We are now in a position to start the Stage 2 work for this project. I suspect the work will require two days – one day for test pitting and one day for pedestrian survey. The field has not been ploughed just yet, but we have all our utility locates in hand and would like to get the test pit survey portion completed now(ish).

Let's meet for **8am on Monday, October 28<sup>th</sup> at 439 Lasalle Line** in Sarnia. Darren Kipping, cc'd, will be the Field Supervisor for the day. He can be reached by voice or text on his cell at 519-933-1827.

Please let me know if you need any further information.

Cheers!  
PD

Attachment 3

**From:** Ken McCorkle  
**Sent:** Thursday, November 21, 2019 11:10 PM  
**To:** [sjohnston@aamjiwnaang.ca](mailto:sjohnston@aamjiwnaang.ca)  
**Cc:** Lauren Whitwham <[LWhitwham@uniongas.com](mailto:LWhitwham@uniongas.com)>  
**Subject:** Sarnia Industrial Line Project!

Hello Sharilyn:

I trust this finds you well!

I have been in discussions with our Environmental person regarding tree replacement for the potential Sarnia project to be constructed in 2021. He would like to discuss with you an opportunity for the potential of the greenhouse on Aamjiwnaang FN to provide this. This is preliminary and we would like to get some details as to what you are capable of providing. Along with this is the potential for the person you had mentioned who deals with snakes to do some work on this project also. Could you give me a call when you have a moment to begin discussing this opportunity. This would be greatly appreciated as I am looking forward to working with you on this potential endeavor.

Miigwech,  
Ken  
(519-365-0584)

Attachment 4

**From:** Ken McCorkle [<mailto:KMcCorkle@uniongas.com>]

**Sent:** November-25-19 8:34 AM

**To:** Sharilyn Johnston

**Cc:** Marina Plain; Lauren Whitwham

**Subject:** RE: Anawatin

Hello Sharilyn:

Great to hear from you and thank you for the information you forwarded. This is a general letter dated last May that makes no reference to a specific project and I have no recollection of the reference they are making here. We have consulted with Aamjiwnaang FN and the other nations regarding the Windsor Line and the Sarnia Line and will continue further consultation as we move along. You have also been in contact with Matt Jackson regarding Line 5 on the oil side of the business. We will continue consultation on these projects as they move forward and will remain in communication with you and your committee. Please do not hesitate at anytime to contact me regarding any concerns you have regarding consultation and the sharing of information.

I forwarded an email last week regarding the possibility of the Aamjiwnaang FN greenhouse doing the tree planting for the Sarnia project along with an opportunity for the individual you stated last meeting that handles the snakes for the band. At your first opportunity I would like to have a discussion on these two opportunities presented. I will await your communication to move forward with this and our continued consultation.

Again Sharilyn thank you for forwarding this information and I am looking forward to speaking with you again.

Miigwech,  
Ken

Attachment 6

**From:** Ken McCorkle <[KMcCorkle@uniongas.com](mailto:KMcCorkle@uniongas.com)>  
**Sent:** Wednesday, December 4, 2019 1:46 PM  
**To:** Courtney Jackson <[cjackson@aamjiwnaang.ca](mailto:cjackson@aamjiwnaang.ca)>; Ryan Park <[RDPark@uniongas.com](mailto:RDPark@uniongas.com)>  
**Cc:** Lauren Whitwham <[LWhitwham@uniongas.com](mailto:LWhitwham@uniongas.com)>  
**Subject:** Sarnia Industrial Line Project

Hello Courtney:

Thank you for taking the time to speak with me on December 3, 2019 regarding your concerns about the Sarnia Industrial Line Project. You asked me to follow up on reclamation work that included a report on air monitoring, soil assessment, species at risk and general information regarding further consultation. I stated I would follow up with our team and respond to these requests. We also agreed to meet with your committee along with our Environment Planner in mid-January to discuss and exchange further information. I have spoken with Ryan (Environmental Planner for the project) and will be forwarding a response back to you regarding the questions above.

In the interim would you have a date you could forward in the mid-January (2020) time frame that we could meet with the committee for further updates on this particular project?

Miigwech,  
Ken

Attachment 6

**From:** Courtney Jackson  
**To:** [Ken McCorkle](#); [Ryan Park](#)  
**Cc:** [Lauren Whitwham](#); [Sharilyn Johnston](#)  
**Subject:** [External] RE: Samia Industrial Line Project  
**Date:** December-04-19 5:05:59 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 Ken,

Thank you for your email, we look forward to a response and a presentation from Ryan in the new year. The committee only has one schedule meeting in January, but I'll provide a couple more dates below for your consideration, please keep in mind that our meetings tend to fill up rather quickly and dates/time may not be available;

Upcoming Committee Dates:

*(Please send presentation no later than 4:00 pm the Wednesday before a scheduled meeting for Committee packages)*

1. Tuesday, January 21, 2020 at 6:00 pm
2. Tuesday, February 4, 2020 at 5:00 pm or 6:00 pm
3. Tuesday, February 11, 2020 at 5:00 pm or 6:00 pm

Please note that the concerns expressed yesterday when you stopped by my office were from the Environment Committee during the meeting that was held on June 18, 2019, based on the map you provided to the committee. It was communicated to the committee that this proposed project was in the very beginning not even planned stage that it was in discussion with Enbridge and NOVA for their expansion and that they needed the increase of natural gas. The Committee is concerned with the soil being disturbed and not knowing what was all remediated by NOVA a couple years ago. Did any benzene migrated to other areas? We don't know, soil sampling and air monitoring is very important to Aamjiwnaang. The committee expressed their concerns with that area and opposed any work in that area until Aamjiwnaang knows that area has been fully remediated and that there will be no impacts to the community.

Aamjiwnaang has a Species at Risk technician and the committee requested that he be involved during the SAR assessment and he was not contacted. Butler Garter snakes are not the only noted species of concern in that area. Also, mentioned at the meeting, the committee requested a Community Information Meeting, when will that be planned? Our community is very concerned with the traffic on LaSalle Line and they have request a Traffic Management Plan, and we have not received that yet.



First Nation must be involved in the decision-making processes at an early stage in the project and be fully informed throughout.

Information sharing between the proponent and our community is critical to making informed decisions. However, this review process must not in any way be interpreted as satisfying the Crown's constitutional duty to consult and accommodate Aamjiwnaang First Nation. As the Supreme Court set out in Haida Nation, the Crown may delegate procedural elements of its duty to consult, however, "the ultimate legal responsibility for consultation and accommodation rests with the Crown and the Crown alone."

Aamjiwnaang First Nation is committed to facilitating a flexible, clear, and reasonable process for reviewing information in relation to the proposed project and will participate fully in responding to the information provided. This email does not abrogate or derogate Aamjiwnaang First Nation's continuing ability to assert and exercise its Aboriginal Rights and Title to all parts for its Reserve and Treaty Territory.

Sincerely,

Courtney Jackson  
Consultation Worker  
Aamjiwnaang First Nation  
(519) 336-8410 ext. 250

Attachment 6

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**From:** Ken McCorkle <KMcCorkle@uniongas.com>

**Sent:** Thursday, December 5, 2019 3:17 PM

**To:** Courtney Jackson <cjackson@aamjiwnaang.ca>; Ryan Park <RDPark@uniongas.com>

**Cc:** Lauren Whitwham <LWhitwham@uniongas.com>; Sharilyn Johnston  
<sjohnston@aamjiwnaang.ca>

**Subject:** Re: Sarnia Industrial Line Project

Hello Coutrney:

Thank you for your response. Could you please book us for the Tuesday January 21, 2020 at 6PM.? That would be greatly appreciated.

Miigwech  
Ken

Get [Outlook for Android](#)

Attachment 6

**From:** Courtney Jackson  
**To:** [Ken McCorkle](#); [Ryan Park](#)  
**Cc:** [Lauren Whitwham](#); [Sharilyn Johnston](#)  
**Subject:** [External] RE: Samia Industrial Line Project  
**Date:** December-05-19 3:28:28 PM

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Hi Ken,

I have schedule you on January 21, 2020 for 6 pm. The committee meetings are held at the Band Administration Building (978 Tashmoo Avenue, Sarnia, ON N7T 7H5). I will contact you in the new year to confirm and request your presentation. If you have any questions, please let me know.

Thanks

Courtney

Attachment 7

**From:** Ken McCorkle  
**To:** [Courtney Jackson](#)  
**Cc:** [Lauren Whitwham](#); [Sharilyn Johnston](#)  
**Subject:** RE: Sarnia Industrial Line Project  
**Date:** December-17-19 8:49:48 AM

---

Hello Courtney:

I have, along with our Environmental planner, addressed the points as requested in your email dated December 4, 2019 (below). If you have any questions or concerns regarding this information before our January meeting please do not hesitate to contact me. Our meeting in January (21<sup>st</sup>) will allow us to follow up and continue our dialogue regarding this project.

If we do not speak before the Christmas break I want to wish you and your family a safe and Merry Christmas!

Miigwech,  
Ken

#### Contaminated Lands

- Contaminated Land, Stantec has completed a search of the available spill records for the project area using a ERIS report dates October 25, 2018. Spill records identified one spill on the property (not necessarily within the project site), in January 2015 a leak or break released unchlorinated raw sewage to land. In terms of other spill records, within close proximity to the project area (approx. 100 m from site), in 1996 there was an overflow of stormwater from lagoons at the DOW Chemical Canada Inc. Sarnia Waste Disposal Site. The proposed project does not include any watercourse crossings or work near water as a result it is unlikely lands included in the project area were affected by the 1996 stormwater overflow.

- The ERIS report did identify the rail lines within and adjacent to the project area as potential source of contamination (PSOC). Based on the Contamination Overview Study (COS) "The presence of railway Lines is considered to represent an area of environmental concern due to the potential for railway accidents or spills, or for fill/ballast of unknow quality; however, since no records or spills along the railway crossings were identified, this POSC is interpreted to be moderate". To address the potential for contaminated soils along the project route soils tests will be completed on soils recovered from the geotechnical boreholes to be taken along the proposed pipeline location. These tests will assist to determine if contaminated soils are present where soils disturbance will occur (along the trench line excavated to place the pipeline). In addition to the preconstruction soil testing Enbridge Gas will have a suspect soils program that will be in place, the program is designed to appropriately handle and dispose of unexpected contaminated soils should they be found during construction.
- Enbridge Gas and Stantec Consulting have not identified any information regarding a Benzene spill within the project area. If Aamjiwnaag First Nation has any additional details on the Benzene spill referenced, we would very much be interested in receiving it in order to make all appropriate plans and treatment included in our project design.

---

#### Species at Risk

- Species at Risk survey that have been complete to date have been restricted to leaf off bat maternity roost surveys, the survey was complete last minute due to a delay in property access agreements and did not allow for enough time for Stantec and Aamjiwnaag to reach work agreement. A full species at program is planned to occur spring/summer 2020. Aamjiwnaag First Nation will be invited to participate in the entirety of the 2020 environmental field surveys.

#### Traffic Management Plan

- Currently the proposed project does not include any roadside work, road crossings or lane closures. Currently Traffic Management Plan would be restricted to having a flag person near the access lane to assist with the entry and exist of larger loads to bring in a remove construction equipment and sections of pipe. If lane closures or roadside work become necessary a traffic control plan will be produced and can be shared with Aamjiwnaag for comment, these would typically be prepared by the contractor the winter prior to construction (winter 2021).

Attachment 8

**From:** Fallon Burch [mailto:fburch@cottfn.com]  
**Sent:** September-03-19 1:54 PM  
**To:** Ken McCorkle  
**Subject:** [External] Sarnia Industrial Line Reinforcement Environmental Report REVIEW

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Good afternoon Ken,

I have attached a letter on behalf of Chippewas of the Thames in regards to the Environmental Study Review for the aforementioned project. If you have any questions, please contact me directly.

Thank you,

**Fallon Burch**  
Consultation Coordinator, Chippewas of the Thames First Nation  
320 Chippewa Rd Muncey, ON N0L 1Y0 | 519-289-5555 |  
[www.cottfn.com/consultation](http://www.cottfn.com/consultation)

This email or documents accompanying this email contain information belonging to the Chippewas of the Thames First Nation. Which may be confidential and/or legally privileged. The information is intended only for the addressed recipients(s). If you are not an intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this email. Is strictly prohibited. If you have received this email in error, please advise my office and delete it from your system.



## CHIPPEWAS OF THE THAMES FIRST NATION

September 3, 2019

Ken McCorkle  
Sr. Advisor, Indigenous Affairs Enbridge Gas  
50 Keil Drive North  
Chatham, ON N7M 5M1

**RE: Enbridge Gas Inc.- Environmental Report: Sarnia Industrial Line Reinforcement  
Pipeline Project – DOW to Bluewater**

Dear Ken,

We have received an *Environmental Report* concerning the above-mentioned project. The proposed project is located within the Big Bear Creek Additions to Reserve (ATR) land selection area, as well as Chipewas of the Thames First Nation (COTTFN) Traditional Territory.

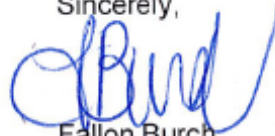


We presently do not have any outstanding concerns based on the review of the Environmental Report. Please provide all project updates in an electronic format to our office through email to [consultation@cottfn.com](mailto:consultation@cottfn.com).

We look forward to continuing this open line of communication. To implement meaningful consultation, COTTFN has developed its own protocol — a document and a process that will guide positive working relationships. We would be happy to review COTTFN's Consultation Protocol with you.

Please do not hesitate to contact me if you need further clarification of this letter.

Sincerely,




Fallon Burch  
Consultation Coordinator  
Chippewas of the Thames First Nation  
(519) 289-5555 Ext. 251  
[consultation@cottfn.com](mailto:consultation@cottfn.com)

encl. 9-001-19

Attachment 8

From:	Ken McCorkle	Sent:	Wed 04/09/2019 11:05 AM
To:	Fallon Burch		
Cc:	Lauren Whitwham		
Subject:	RE: Sarnia Industrial Line Reinforcement Environmental Report REVIEW		

[First](#) [Previous](#) 

Hello Fallon:  
Thank you very much for your response. It is really appreciated!

Miigwech  
Ken

Attachment 9

From: Dickson, Parker <Parker.Dickson@stantec.com> Sent: Wed 23/10/2019 3:01 PM  
To: Fallon Burch; Rochelle Smith; jfrench@cottfn.com  
Cc: Kipping, Darren; Ryan Park; Knight, Mark; Candido, Mike; Ken McCorkle  
Subject: [External] Enbridge Gas Inc. - Sarnia Industrial Line - DOW - Bluewater

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Hi Fallon,

Apologies for the delay. We are now in a position to start the Stage 2 work for this project. I suspect the work will require two days – one day for test pitting and one day for pedestrian survey. The field has not been ploughed just yet, but we have all our utility locates in hand and would like to get the test pit survey portion completed now(ish).

Let's meet for **8am on Monday, October 28<sup>th</sup> at 439 Lasalle Line** in Sarnia. Darren Kipping, cc'd, will be the Field Supervisor for the day. He can be reached by voice or text on his cell at 519-933-1827.

Please let me know if you need any further information.

Cheers!  
PD

Attachment 10

From: Dickson, Parker <Parker.Dickson@stantec.com> Sent: Wed 23/10/2019 3:01 PM  
To: Janet Macbeth; 'dean.jacobs@wifn.org'  
Cc: Kipping, Darren; Ken McCorkle; Ryan Park; Knight, Mark; Candido, Mike  
Subject: [External] Enbridge Gas Inc. - Sarnia Industrial Line - DOW - Bluewater

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Hi Janet,

Apologies for the delay. We are now in a position to start the Stage 2 work for this project. I suspect the work will require two days – one day for test pitting and one day for pedestrian survey. The field has not been ploughed just yet, but we have all our utility locates in hand and would like to get the test pit survey portion completed now(ish).

Let's meet for **8am on Monday, October 28<sup>th</sup> at 439 Lasalle Line** in Sarnia. Darren Kipping, cc'd, will be the Field Supervisor for the day. He can be reached by voice or text on his cell at 519-933-1827.

Please let me know if you need any further information.

Cheers!  
PD

Indigenous Consultation Report: Correspondence

**From:** Lauren Whitwham <[LWhitwham@uniongas.com](mailto:LWhitwham@uniongas.com)>  
**Sent:** October 8, 2019 2:14 PM  
**To:** McCabe, Shannon (ENDM) <[Shannon.McCabe@ontario.ca](mailto:Shannon.McCabe@ontario.ca)>  
**Cc:** Ken McCorkle <[KMcCorkle@uniongas.com](mailto:KMcCorkle@uniongas.com)>  
**Subject:** Sarnia Industrial Line Reinforcement Project

Good afternoon Shannon,

Hope this finds you well.

Yesterday, Enbridge Gas submitted our Sarnia Industrial Line Reinforcement Project to the OEB for review. I've attached the ICR that was contained in our submission for the MENDM's review.

Please let us know if you have any questions or concerns. We are more than happy to discuss anything in this document.

If you could confirm receipt, we'd greatly appreciate it.

Take care,  
Lauren

From: McCabe, Shannon (ENDM) <[Shannon.McCabe@ontario.ca](mailto:Shannon.McCabe@ontario.ca)> Sent: Tue 08/10/2019 2:22 PM  
To: Lauren Whitwham  
Cc: Ken McCorkle  
Subject: [External] RE: Sarnia Industrial Line Reinforcement Project

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Hi Lauren,

Thanks very much. We will review and let you know if we have any questions.

Cheers,  
Shannon

ENBRIDGE GAS INC.  
Answer to Interrogatory from  
OEB Staff (STAFF)

Reference:

Exh A/Tab 2/ Sch 1/ pp.1-3

Question(s):

Enbridge Gas applied for leave to construct facilities under section 90(1) of the OEB Act.

- a) Please comment on the following draft conditions of approval proposed by OEB staff. If Enbridge does not agree with any of the draft conditions of approval noted below, please identify the specific conditions that Enbridge disagrees with and explain why. For conditions in respect of which Enbridge would like to recommend changes, please provide the proposed changes.

**DRAFT**

**Leave to Construct Conditions of Approval under Section 90 of the OEB Act  
Enbridge Gas Inc. – EB-2019-0218**

1. Enbridge Gas Inc. (Enbridge Gas) shall construct the facilities and restore the land in accordance with the OEB's Decision and Order in EB-2019-0218 and these Conditions of Approval.
2. (a) Authorization for leave to construct shall terminate 12 months after the decision is issued, unless construction has commenced prior to that date.  
  
(b) Enbridge Gas shall give the OEB notice in writing:
  - i. of the commencement of construction, at least ten days prior to the date construction commences;
  - ii. of the planned in-service date, at least ten days prior to the date the facilities go into service;
  - iii. of the date on which construction was completed, no later than 10 days following the completion of construction; and
  - iv. of the in-service date, no later than 10 days after the facilities go into service.

3. Enbridge Gas shall implement all the recommendations of the Environmental Report filed in the proceeding, and all the recommendations and directives identified by the Ontario Pipeline Coordinating Committee review.
4. Enbridge Gas shall advise the OEB of any proposed change in the project, including but not limited to changes in: OEB-approved construction or restoration procedures, the proposed route, construction schedule and cost, the necessary environmental assessments and approvals, and all other approvals, permits, licences, certificates and rights required to construct the proposed facilities. Except in an emergency, Enbridge Gas shall not make any such change without prior notice to and written approval of the OEB. In the event of an emergency, the OEB shall be informed immediately after the fact.
5. Concurrent with the final monitoring report referred to in Condition 6(b), Enbridge Gas shall file a Post Construction Financial Report, which shall provide a variance analysis of project cost, schedule and scope compared to the estimates filed in this proceeding, including the extent to which the project contingency was utilized. Enbridge Gas shall also file a copy of the Post Construction Financial Report in the proceeding where the actual capital costs of the project are proposed to be included in rate base or any proceeding where Enbridge Gas proposes to start collecting revenues associated with the project, whichever is earlier.
6. Both during and after construction, Enbridge Gas shall monitor the impacts of construction, and shall file with the OEB one paper copy and one electronic (searchable PDF) version of each of the following reports:
  - (a) A post construction report, within three months of the in-service date, which shall:
    - i. provide a certification, by a senior executive of the company, of Enbridge Gas' adherence to Condition 1;
    - ii. describe any impacts and outstanding concerns identified during construction;
    - iii. describe the actions taken or planned to be taken to prevent or mitigate any identified impacts of construction;
    - iv. include a log of all complaints received by Enbridge Gas, including the date/time the complaint was received, a description of the complaint, any actions taken to address the complaint, the rationale for taking such actions; and

- v. provide a certification, by a senior executive of the company, that the company has obtained all other approvals, permits, licences, and certificates required to construct, operate and maintain the proposed project.
- (b) A final monitoring report, no later than fifteen months after the in-service date, or, where the deadline falls between December 1 and May 31, the following June 1, which shall:
- i. provide a certification, by a senior executive of the company, of Enbridge Gas' adherence to Condition 3;
  - ii. describe the condition of any rehabilitated land;
  - iii. describe the effectiveness of any actions taken to prevent or mitigate any identified impacts of construction;
  - iv. include the results of analyses and monitoring programs and any recommendations arising therefrom; and
  - v. include a log of all complaints received by Enbridge Gas, including the date/time the complaint was received; a description of the complaint; any actions taken to address the complaint; and the rationale for taking such actions.
7. Enbridge Gas shall designate one of its employees as project manager who will be responsible for the fulfillment of these conditions, and shall provide the employee's name and contact information to the OEB and to all the appropriate landowners, and shall clearly post the project manager's contact information in a prominent place at the construction site.

The OEB's designated representative for the purpose of these Conditions of Approval shall be the OEB's Manager of Natural Gas (or the Manager of any OEB successor Department that oversees natural gas leave to construct applications).

Response:

- a) Enbridge Gas has reviewed the draft conditions of approval proposed by OEB Staff and has no changes to recommend. Enbridge Gas will comply with all conditions set out by the OEB.



ENBRIDGE GAS INC.  
Answer to Interrogatory from  
TransCanada Pipelines Limited (TCPL)

Reference:

- i) Exhibit B, Tab 1, Schedule 1, Page 3 of 6, Paragraph 7.
- ii) Exhibit B, Tab 1, Schedule 2, Pages 2 to 4 of 17, Paragraphs 4 to 11.
- iii) Exhibit B, Tab 1, Schedule 2, Pages 9 to 16 of 17, Paragraphs 24 to 47.

Preamble

In Reference i), EGI refers to Union's 2014 Sarnia Expansion Pipeline Project Application (EB-2014-0333). The EB-2014-0333 filing contains information and a number of graphs that are not included in EGI's EB-2019-0218 Application. TCPL requires additional information to understand the sources of supply that meet the requirements of the Sarnia Industrial Line (SIL) system.

In Reference ii), EGI discusses the existing SIL facilities and several pipelines that connect either the Dawn Hub or other storage pools to the SIL system.

In Reference iii), EGI discusses gas supply for the SIL system and states that the Sarnia market is primarily supplied through a combination of four directly connected third-party pipelines as well as through EGI's own pipelines. The four pipeline systems include 1) Great Lakes Canada (GLC) / Great Lakes Gas Transmission (GLGT), 2) Vector, 3) DTE Energy / St. Clair Pipelines, and 4) Bluewater Gas Storage / Bluewater Pipeline. A fifth pipeline, the Niagara Gas Transmission Limited LINK Pipeline is also mentioned.

Question(s):

- a) Regarding Reference ii), please provide the current maximum capacity on each of the following pipelines and indicate whether EGI expects the maximum capacity to change after the completion of EGI's Project in November 2021. If the maximum capacity changes depending on the season, please indicate the capacity for each season.

Pipeline	Current Maximum Capacity (TJ/d)	Expected Capacity Post Project Completion (TJ/d)
NPS 12 SIL		
NPS 24 St. Clair Line		
NPS 20 Bluewater Line		
NPS 10 from Dow Valve Site to Churchill Road Station		
NPS 16 from Novacor Corunna to Dow Valve Site		
NPS 20 from Courtright to Novacor Corunna		
NPS 20 from Novacor Corunna to Dow Valve Site		
NPS 20 from Payne Storage to Novacor Corunna		
NPS 8 Dawn Kimball Line		
NPS 20 Payne Storage Line		
NPS 20 Payne to Sarnia Line		
NPS 10 Payne Kimball Line		
NPS 24 Bickford Storage Line		
NPS 10 Dow Storage Pool Line		

b) Regarding Reference iii), please provide the current maximum capacity at each of the following pipeline interconnects for delivery of gas supply onto the SIL system and indicate whether EGI expects the maximum capacity to change after the completion of EGI's Project in November 2021. If the maximum capacity changes depending on the season, please indicate the capacity for each season.

Pipeline Interconnection	Current Maximum Capacity to Supply SIL System (TJ/d)	Expected Capacity Post Project Completion to Supply SIL System (TJ/d)
GLC at Great Lakes Courtright		
Vector at Vector Courtright		
Total Courtright Northbound Capacity		
St. Clair River Crossing/NPS 24 Pipeline at St. Clair Pipeline Station		
Bluewater Pipeline at the Bluewater Interconnect		
Niagara Gas LINK Pipeline at EGI Corunna Station		

- c) Regarding Reference i), please provide the Average Seasonal SIL System Supply by Source in TJ/d by reproducing Figure 2-3 in the EB-2014-0333 Application (Section 2, Page 12 of 14) and extending the timeframe up to Winter 2021/2022 if EGI has a forecast of these quantities after completion of EGI's Project in November 2021. If a forecast is not available, please reproduce the figure up to Winter 2019/2020. Please also include a numerical table corresponding to the data in the graph that provides the seasonal average supply quantities by Source for the same time periods.
- d) Regarding Reference i), please reproduce Figure 4-1 (Net Daily GLGT/GLC Flows to EGI's System), Figure 4-2 (Daily Vector Pipeline Deliveries to EGI's System), Figure 4-3 (Daily MichCon/DTE/St. Clair Flows to EGI's System), Figure 4-4 (Daily BGS/Bluewater Flows to EGI's System), and Figure 4-5 (Combined Flows – Historical Supply Available to Serve SIL System Demand) in the EB-2014-0333 Application up to currently available data. Please also provide a separate graph illustrating Daily Flows into the SIL system from EGI's own facilities (discussed in Reference iii) paragraphs 40 to 47) for the same time period.
- e) Please comment on whether EGI is concerned about future supply risk for the SIL system and the degree to which EGI controls the supply to serve the SIL system. If concerned, please comment on the future mitigation measures EGI plans to implement to mitigate these concerns. If not concerned, please explain why not.

Response:

Much of TCPL's interrogatories are out of scope for the purposes of this Application. Many of the details sought regarding the SIL system request evidence that is not relevant and that the OEB does not typically consider in determining whether a project is in the public interest, such as: (i) the purpose of the project; (ii) project economics; (iii) environmental considerations; and (iv) impacts on landowners and indigenous consultation. Notwithstanding the relevance of this evidence for the purposes of seeking leave, Enbridge Gas has provided its responses below.

- a) The SIL system consists of multiple pipeline loops and is highly interconnected through multiple regulating stations and valve sites. The SIL system operates as one singular system and the system capacity is not a static value. A system capacity is based on the current physical pipeline system, Design Day demands and their location, minimum delivery pressure guarantee to customers, system supplies and the guaranteed minimum supply pressure from upstream pipelines. Thus, providing the Design Day capacities of any individual pipeline segment within the SIL system,

specifically: the NPS 12 SIL; the NPS 10 from Dow Valve Site to Churchill Road Station; the NPS 16 from Novacor Corunna to Dow Valve Site; the NPS 20 from Courtright to Novacor Corunna; and the NPS 20 from Novacor Corunna to Dow Valve Site, would not provide an accurate indication of SIL system constraints, will not assist the OEB in its review of the Application and would entail detailed manipulation of existing system models beyond the scope of this proceeding.

As part of its integrated planning processes, and as set out at Exhibit B, Tab 1, Schedule 3, Enbridge Gas considers all reasonable alternatives to alleviate limiting constraints on the SIL system (e.g. pipeline, station, compression, commercial and IRP) and evaluates the most reasonable and cost-effective solutions for ratepayers. At issue in this proceeding, is whether the proposed Project represents the most reasonable and cost-effective alternative to serve incremental SIL system demands beginning in November 2021.

The capabilities of the NPS 8 Dawn Kimball pipeline, NPS 10 Payne Kimball pipeline and NPS 20 Payne to Sarnia pipeline/NPS 20 Payne Storage to Novacor Corunna pipeline are not static and are dependent upon daily system operations and demands. Current and post-Project completion maximum capacities of these pipeline facilities are set out in Table 1.

Table 1  
Pipeline Capacities

<b>Pipeline</b>	<b>Current Maximum Capacity (TJ/d)</b>	<b>Expected Capacity Post Project Completion (TJ/d)</b>
NPS 8 Dawn Kimball	18	18
NPS 10 Payne Kimball	82	82
NPS 20 Payne to Sarnia/NPS 20 from Payne Storage to Novacor Corunna	506	506

The NPS 10 Dow Storage Pool pipeline capacity is limited by the daily withdrawal capability of the Dow A Pool and Sarnia market demands. On Design Day the current capability is approximately 74 TJ/d and is also the expected capability post-Project completion.

For details of the NPS 20 Bluewater pipeline please see the response at Exhibit I.TCPL.1 b).

The capacities for the NPS 24 St. Clair pipeline, NPS 20 Payne Storage pipeline and NPS 24 Bickford Storage pipeline have not been provided as these pipelines are not directly connected to the SIL system. Therefore, these pipelines are not relevant to Enbridge Gas's Application or the OEB's review of the same.

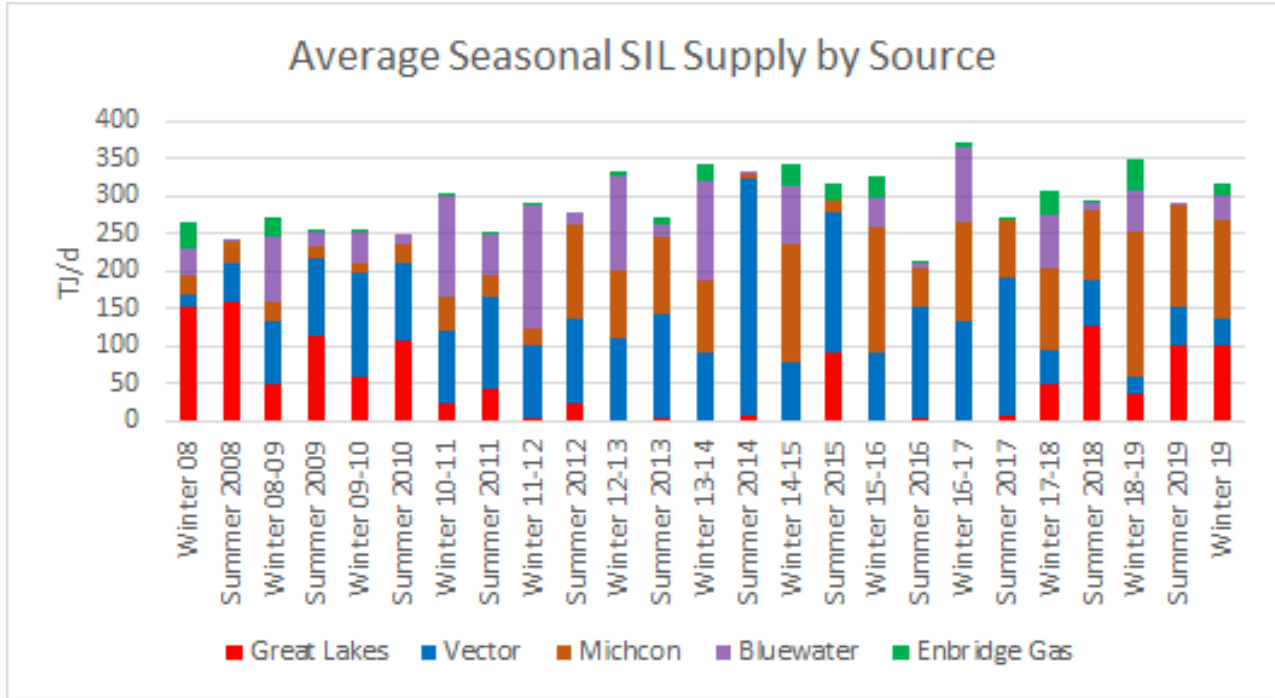
- b) No modifications are being made at interconnect facilities as part of the Project. Current and post-project completion capacities to supply the SIL system are set out in Table 2. For Northbound Courtright capacity please see the response at Exhibit I. TCPL.1 a).

Table 2  
SIL System Interconnect Facilities Capacities

<b>Pipeline Interconnection</b>	<b>Current Maximum Capacity to Supply SIL System (PJ/d)</b>	<b>Expected Capacity Post Project Completion to Supply SIL System (PJ/d)</b>
GLC at Great Lakes Courtright	0.4	0.4
Vector at Vector Courtright	0.6	0.6
St. Clair River Crossing/NPS 24 Pipeline at St. Clair Pipeline Station	0.23	0.23
Bluewater Pipeline at the Bluewater Interconnect	0.3	0.3
Niagara Gas LINK Pipeline at Enbridge Gas Corunna Station	0	0

- c) Figure 1 and Table 3 contain data to December 31, 2019. Enbridge Gas does not forecast natural gas supply to the SIL system.

Figure 1



**Table 3**  
**Average Seasonal SIL Supply by Source**

TJ/d	Vector	Great Lakes	Bluewater	Michcon	Enbridge Gas
Winter 08	18	152	34	26	35
Summer 2008	54	158	6	26	0
Winter 08-09	83	50	88	26	24
Summer 2009	105	113	18	15	0
Winter 09-10	138	60	45	12	1
Summer 2010	104	108	14	23	0
Winter 10-11	98	24	135	44	2
Summer 2011	125	43	55	28	0
Winter 11-12	97	5	163	23	0
Summer 2012	111	25	15	128	0
Winter 12-13	111	0	126	91	7
Summer 2013	140	5	14	103	10
Winter 13-14	92	1	133	95	23
Summer 2014	318	7	4	4	0
Winter 14-15	76	2	75	160	31
Summer 2015	188	90	0	17	23
Winter 15-16	91	1	40	166	29
Summer 2016	147	6	7	53	3
Winter 16-17	133	1	98	133	9
Summer 2017	184	9	0	76	0
Winter 17-18	44	50	70	112	31
Summer 2018	60	128	10	95	0
Winter 18-19	23	35	54	195	44
Summer 2019	51	102	4	136	0
Winter 19	35	102	33	130	16

d) Figures 2-7 contain data to December 31, 2019.

Figure 2

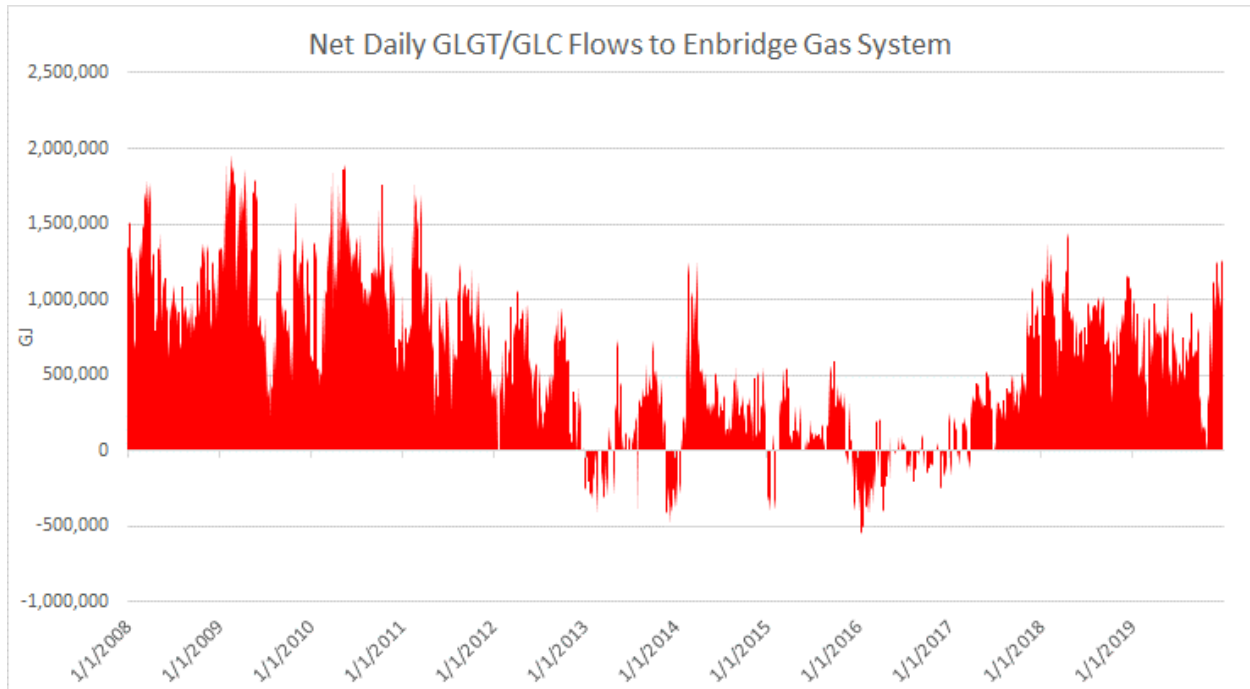




Figure 3

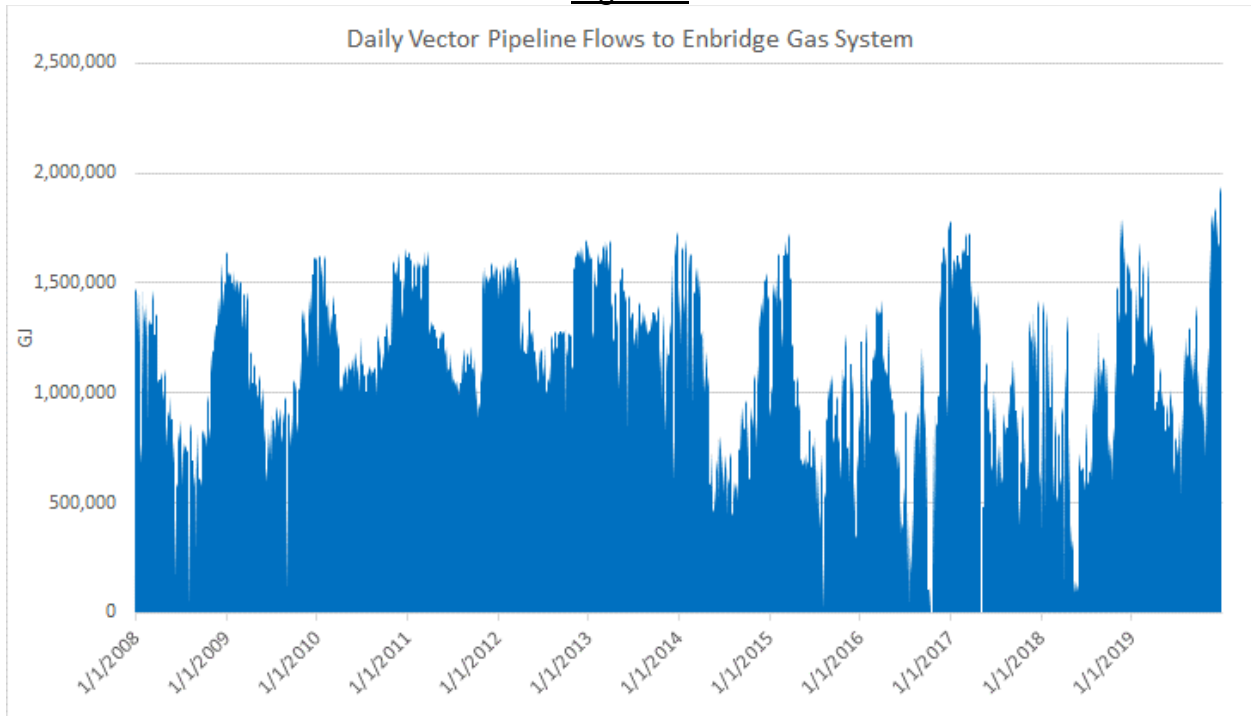
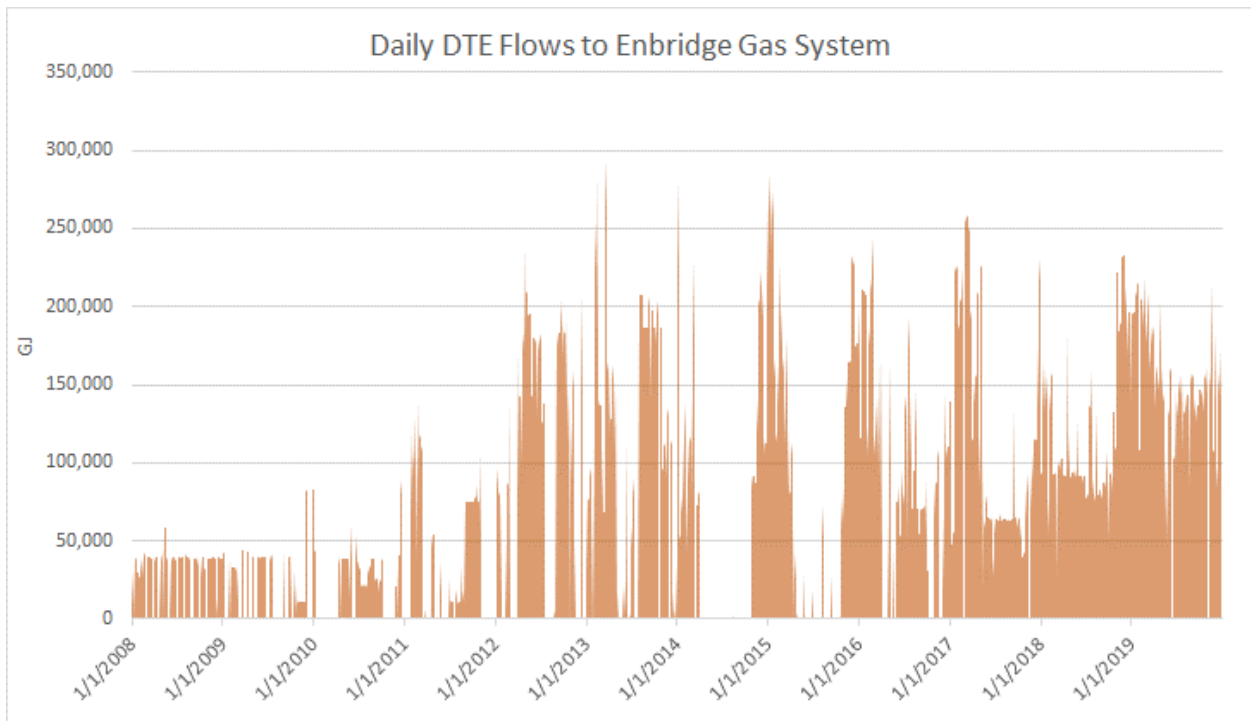
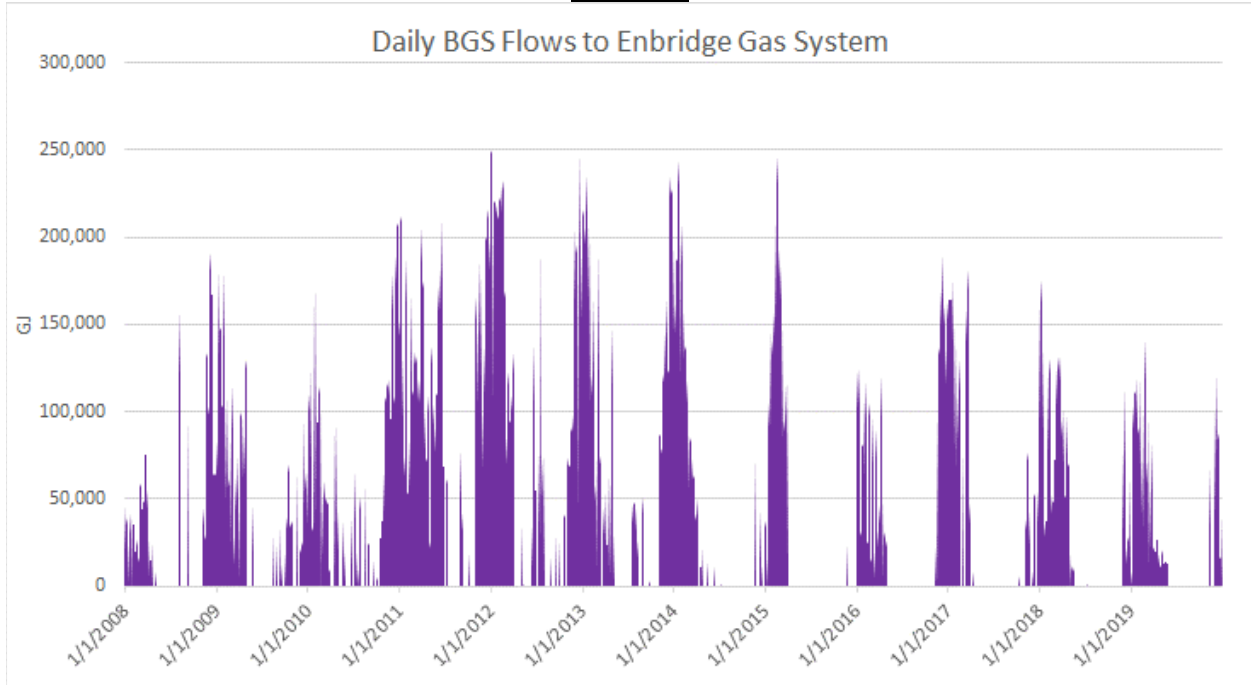


Figure 4



**Figure 5**



**Figure 6**

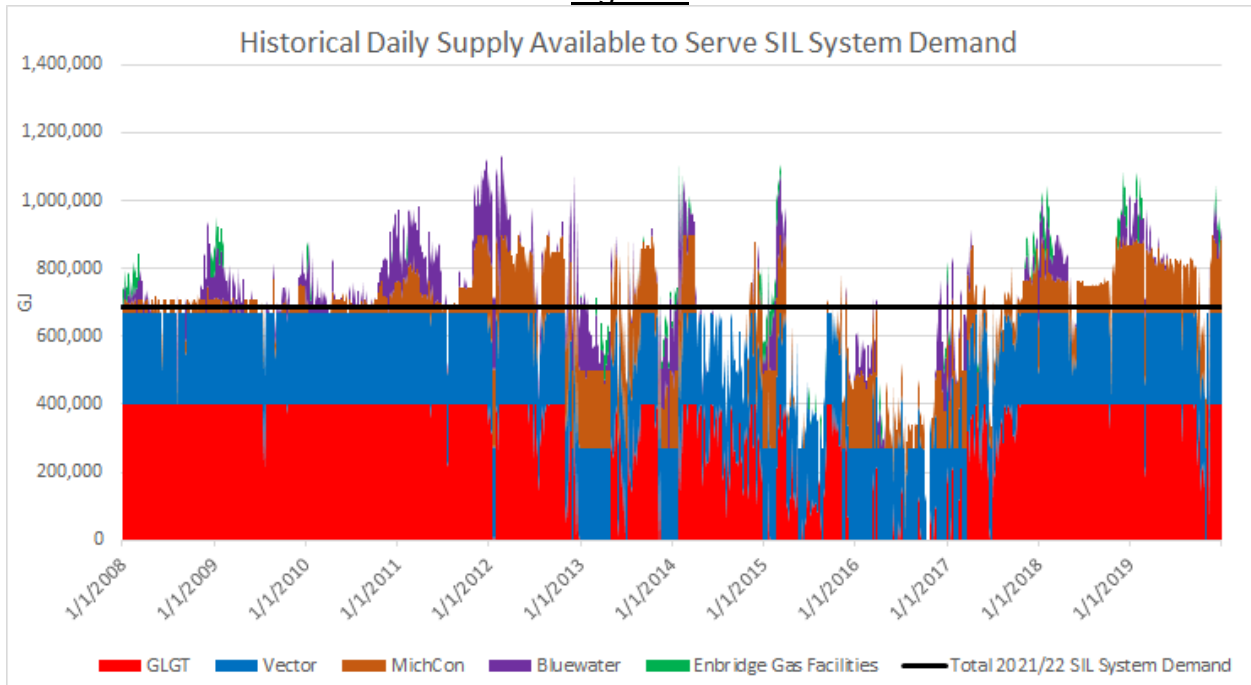
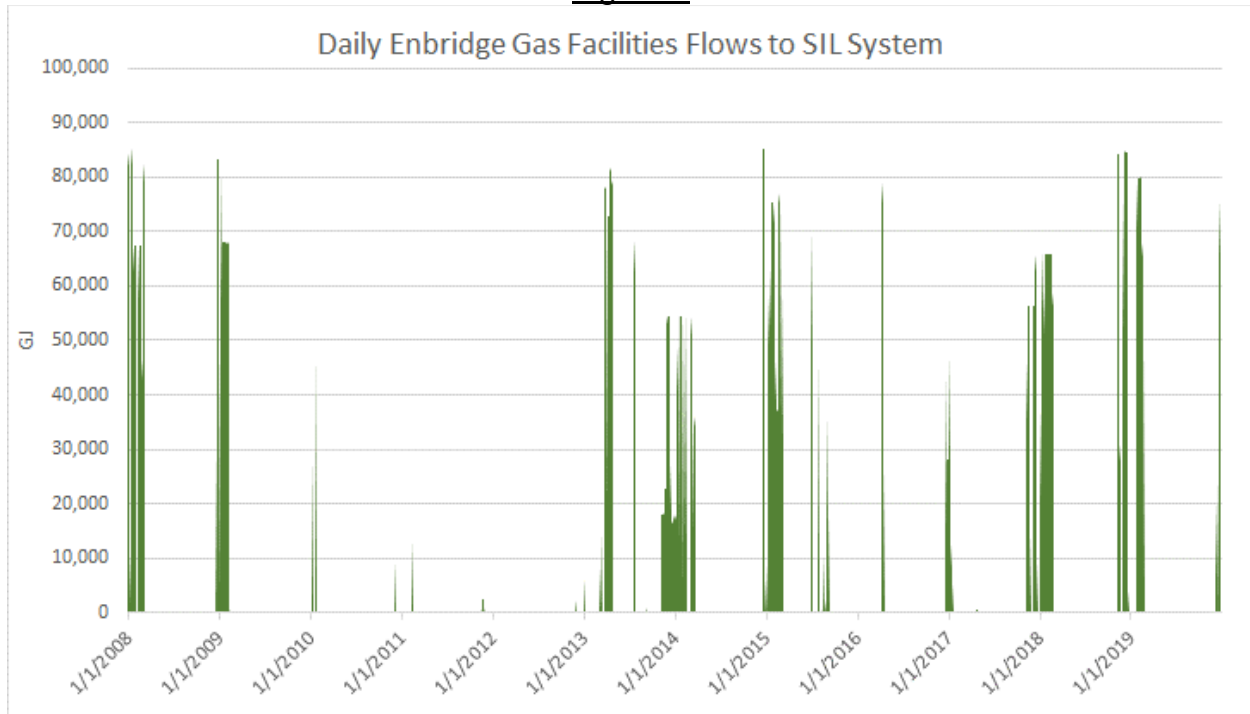


Figure 7



- e) As part of its annual gas supply plan, Enbridge Gas evaluates the Design Day demands of all sales service system and direct purchase customers, including Sarnia market customers. As part of its integrated planning processes, Enbridge Gas also regularly evaluates any security of supply risk relative to its portfolio of transportation, supply and storage assets. As market conditions change, Enbridge Gas re-evaluates risks related to meeting the firm demands of its customers, including security of supply risk. In 2014, these processes identified a need for the OEB-approved Sarnia Expansion Pipeline Project (EB-2014-0333).

As stated at Exhibit B, Tab 1, Schedule 2, p. 16, Enbridge Gas continues to rely upon third-party volumes to serve the Sarnia market on winter Design Day, resulting in continued security of supply risk. Enbridge Gas is not proposing further SIL system reinforcement at this time and as such cannot speculate on the alternatives that might be considered in the future. As set out above, Enbridge Gas will continue to monitor and evaluate such risks to the SIL system going forward.

ENBRIDGE GAS INC.  
Answer to Interrogatory from  
TransCanada Pipelines Limited (TCPL)

Reference:

- i) Exhibit B, Tab 1, Schedule 2, Page 15 of 17, Paragraph 44.
- ii) Exhibit B, Tab 1, Schedule 2, Page 10 of 17, Paragraphs 26 to 28.
- iii) Exhibit B, Tab 1, Schedule 2, Page 12 of 17, Paragraph 32.

Preamble

In Reference i), EGI states that the majority of customers (approximately 90%) served in the Sarnia market have Direct Purchase contracts with gas supply obligated to be delivered to Dawn. There is insufficient pipeline capacity to transport Direct Purchase customers' gas supply from the Dawn Hub to the SIL system. Instead of transporting Direct Purchase customers' gas supply from the Dawn Hub to the SIL system, Enbridge Gas diverts firm system supply or third-party gas flowing on upstream pipelines such as Vector, GLC, BGS and DTE into the Sarnia market and uses Direct Purchase customers' gas supply at the Dawn Hub to replace diverted supply.

In Reference ii), EGI discusses the Great Lakes Canada (GLC) pipeline that directly connects to the SIL system at Courtright and also directly connects to the Dawn Hub. EGI states that it has the ability to direct up to 0.4 PJ/d of supply from the GLC system into the SIL system at Great Lakes Courtright. EGI has contracted for firm transportation (21 TJ/d starting November 1, 2019) on the GLGT/GLC system to deliver natural gas to the Union South West Delivery Area (SWDA) which includes the SIL system at Great Lakes Courtright. While there are times when larger volumes of gas are flowing past Great Lakes Courtright, EGI states that it has no direct control over these volumes.

In Reference iii), EGI refers to its 269 TJ/d of firm long-term transportation capacity on Vector to Dawn. EGI states that it is able to utilize its transportation contract to deliver natural gas to Vector Courtright and that it can also use its transportation contract to deliver an equivalent amount of gas from the Dawn Hub to the SIL system at Vector Courtright on an interruptible basis.

Question(s):

- a) Is it the responsibility of EGI or Sarnia market Direct Purchase customers to supply natural gas to the SIL system at the interconnection locations with upstream pipelines (e.g. Courtright)? Please explain.

- b) Do Sarnia market customers have the ability to direct supply themselves onto the SIL system at the interconnection locations with upstream pipelines (e.g. Courtright)? Why or why not?
- c) Please explain why Sarnia market customers with Direct Purchase contracts are obligated to deliver their gas supply to Dawn. What is the purpose and benefit of this requirement?
- d) Does EGI have any control over where Direct Purchase customers in the Sarnia market purchase their upstream transportation from? Please explain.
- e) Does EGI require Direct Purchase customers in the Sarnia market to purchase firm upstream transportation for the obligated gas supply deliveries to Dawn? If so, please explain why this requirement is necessary. If not, please explain why firm service is not necessary.
- f) Are Direct Purchase customers in the Sarnia market required to nominate 100% of their daily contract demand quantity to Dawn each day or are they required only to nominate a quantity equal to their expected consumption level on the day? Please explain.
- g) Please confirm that the TCPL Mainline also provides service for its shippers to the Union South West Delivery Area (SWDA) which includes the Sarnia/Great Lakes Courtright meter station that connects to the SIL system. If not confirmed, please explain.
- h) Please provide the historical pressure received at Great Lakes Courtright since 2015.
- i) Please comment on EGI's expectations for its ability to direct supply onto the SIL system at Great Lakes Courtright in the future. For example, are there actions that EGI would need to undertake, or facilities that would be required on the SIL system, to accommodate increased gas supply onto the SIL system at Great Lakes Courtright?
- j) Please confirm whether Vector Courtright is an eligible delivery location for EGI's Vector contracts to Dawn. If not confirmed, please explain how EGI is able to utilize its Vector transportation contract to deliver natural gas to Vector Courtright.
- k) Please confirm whether EGI is subject to an incremental toll or charge from Vector for its ability to move an equivalent amount of gas from the Dawn Hub to the SIL system at Vector Courtright on an interruptible basis. If confirmed, please explain the

structure of the toll or charge, and the annual dollar amounts incurred since entering into the applicable Vector contracts.

- l) Please provide the annual quantity of gas that EGI has moved from the Dawn Hub to Vector Courtright on an interruptible basis since entering into the applicable Vector contracts.
- m) Does EGI have an ability to move gas from the Dawn Hub to the SIL system at Great Lakes Courtright on either a firm or interruptible basis? Please explain.

Response:

- a) It is the responsibility of Enbridge Gas to supply natural gas to the SIL system.
- b) Union South rate zone direct purchase customers have obligated deliveries at Dawn or Parkway and do not have the ability to direct supply themselves onto the SIL system.
- c) Obligated deliveries by direct purchase customers are integral to the Enbridge Gas system design for both storage and transportation and are also included in the integrated gas supply plan. For Enbridge Gas to plan the required storage and transmission infrastructure to meet Design Day demands it requires direct purchase customers to deliver their gas supply to Enbridge Gas at Dawn or Parkway.

Direct purchase customers have historically preferred to be obligated to deliver gas supply at the Dawn Hub as it is a highly liquid trading point with many counterparties with which to transact, with access to storage and balancing services, and with connectivity to multiple upstream pipelines, North American supply basins and major North American demand markets. As evidence of customer preference to be obligated at Dawn, in 2014 Union and intervenors formally agreed to, and the OEB ultimately approved, a process to move the Parkway Delivery Obligation to Dawn.<sup>1</sup>

- d) No, Enbridge Gas does not have any control over where Direct Purchase customers purchase their upstream transportation.
- e) All obligated deliveries are firm to ensure gas arrives on Design Day, however, Enbridge Gas does not require customers to purchase firm upstream transportation to meet their firm obligation (please also see the response at Exhibit I.TCPL.2 c). Direct purchase customers are solely responsible to manage their obligated deliveries through a variety of options, including: (i) procuring upstream

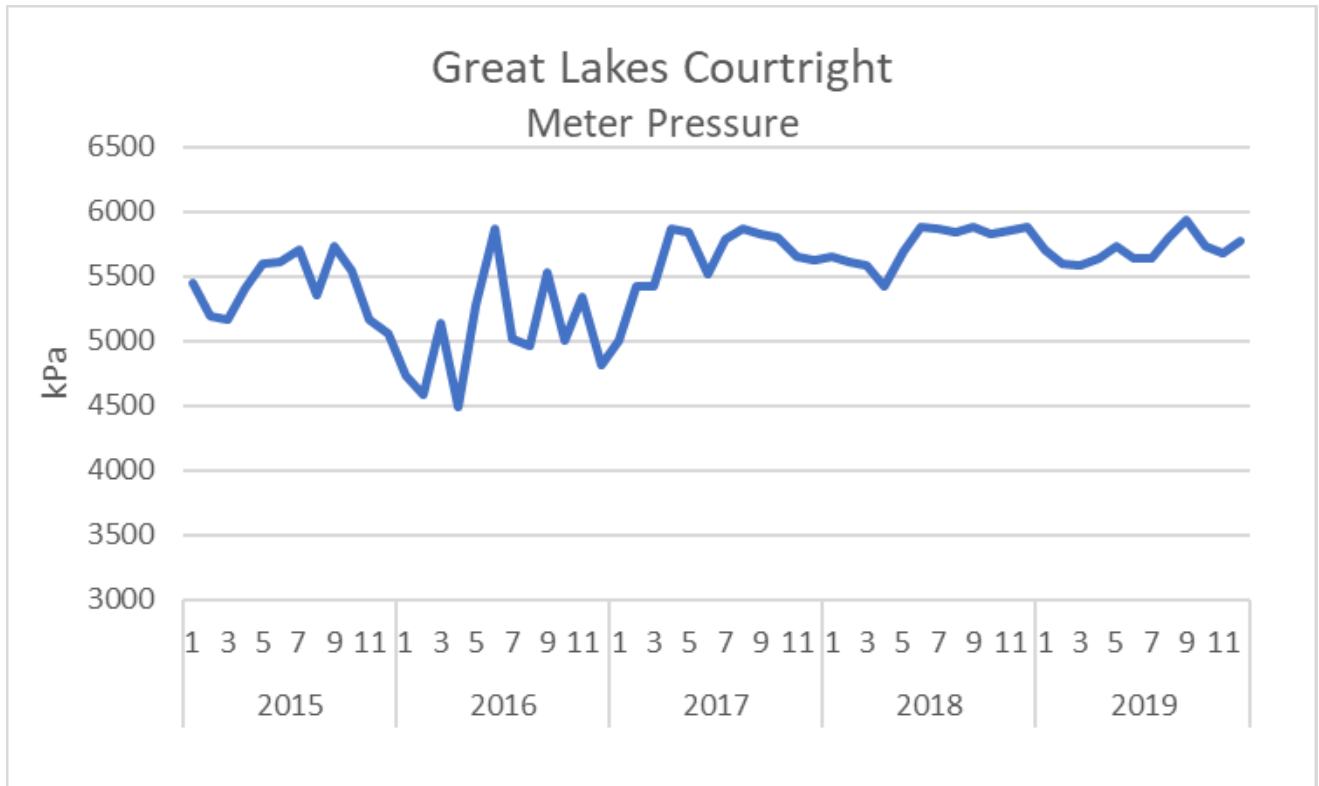
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<sup>1</sup> A settlement agreement was filed on June 3, 2014 and approved by the OEB as part of EB-2013-0365 in a decision issued June 16, 2014.

transportation capacity with deliveries to Dawn or Parkway; or (ii) procuring supply directly from counterparties at the Dawn Hub or Parkway.

- f) Direct purchase customers are required to deliver 100% of their Daily Contract Quantity (“DCQ”) each day (please also see the response at Exhibit I.TCPL.3 b). Customers can also use interruptible balancing services to deliver more or less than their obligated DCQ based on their anticipated consumption.
- g) Confirmed.
- h)

Figure 1



- i) Enbridge Gas’s current expectation is that the operation of the Great Lakes Courtright interconnect will not change in the future. It will continue to be a part of the SWDA. Enbridge Gas presently has no plans to upgrade the capacity of the Great Lakes Courtright interconnect. Any potential facilities or actions required to increase the capacity of the Great Lakes Courtright interconnect would depend on the SIL system operations at that time.

- j) Confirmed.
- k) Enbridge Gas does not pay an incremental demand charge/toll to deliver gas at Courtright under the current Vector tariff.
- l) The total annual scheduled quantity from the Dawn Hub to Vector Courtright since 2013 is set out in Table 1.

Table 1  
Annual Scheduled Quantity

<b>Year</b>	<b>Annual Scheduled Quantity (PJ)</b>
2013	0
2014	0
2015	45
2016	43
2017	29
2018	18
2019	6

- m) Since Great Lakes Courtright is part of the SWDA, Enbridge can and does use receipts into the SWDA as supply at Great Lakes Courtright. When there are deliveries into the SWDA (net exports from Dawn into TCPL), Great Lakes Courtright is not available as a delivery point as the pressure from the Dawn interconnect is not high enough to meet the minimum inlet pressure requirement at Great Lakes Courtright.



ENBRIDGE GAS INC.  
Answer to Interrogatory from  
TransCanada Pipelines Limited (TCPL)

Reference:

- i) Exhibit B, Tab 1, Schedule 2, Page 5 of 17, Paragraph 13.
- ii) Exhibit B, Tab 1, Schedule 2, Attachment 1.

Preamble

In Reference i), EGI states that the majority (approximately 90%) of Sarnia market demand is consumed by contract rate industrial customers (mainly Rate T1 and Rate T2) such as power generators and large industrial customers. Residential and small commercial/industrial customers constitute the remainder of Sarnia market demand.

In Reference ii), EGI provides a redacted copy of NOVA's T2 Storage and Transportation Carriage Service contract.

Question(s):

- a) Please discuss in general the types of services EGI provides to its Sarnia market customers and whether these services include bundled gas supply, upstream pipeline transportation, distribution, and/or storage service, or whether these components are or can be obtained by Sarnia market customers separately.
- b) Please explain the features and characteristics of Rate T1 and Rate T2 contracts, including the following:
  - Minimum contract term when no new EGI facilities are required to serve the customer
  - Minimum contract term when new EGI facilities are required to be constructed to serve the customer
  - Service priority (firm and/or interruptible transportation entitlements)
  - Tolling structure (demand/commodity)
  - Storage parameters (e.g. storage capacity entitlements, maximum injection/withdrawal rights, tolls paid for injection/withdrawals, etc.)
  - Firm Hourly Quantity entitlements
  - Maximum Hourly Quantity Entitlements
  - Minimum Annual Volume requirement, if any
  - Renewal right provisions
  - Differences between obligated and non-obligated deliveries

- How customers access Rate T1 and T2 capacity, including the capacity allocation process used by EGI to award capacity
  - Any other applicable service characteristics or flexibility features
- c) Please list all of the eligible receipt points for which Rate T1 and Rate T2 customers may contract to obtain service on the SIL system.
- d) Please list all of the eligible delivery points for which Rate T1 and Rate T2 customers may contract for delivery on the SIL system.

Response:

- a) Sarnia market customers are located in the Enbridge Gas Union South rate zone. They range from residential customers predominantly served under fully bundled system sales distribution service to large contract rate industrial customers predominantly served via T1/T2 services. The T1/T2 service allows customers to contract for distribution/transportation, storage and load balancing services separately and requires customers to provide their own gas supplies via their obligated delivery to Enbridge Gas at their designated obligated receipt point of either Dawn or Parkway.

Enbridge Gas's distribution services are available to Sarnia market customers in accordance with the parameters of applicability set out in Enbridge Gas's OEB-approved rate schedules.

Enbridge Gas also offers market-based transportation and storage services as part of the larger Dawn Hub natural gas market.

- b) Sarnia market customers have access to the same suite of services as any other customers located in the Enbridge Gas Union South rate zone, subject to service-specific eligibility requirements. Enbridge Gas's OEB-approved rate schedules, service terms and conditions and general terms and conditions, which detail the features and characteristics of these services, can be found on Enbridge Gas's website.<sup>1</sup>
- c) Direct Purchase customers in the Enbridge Gas Union South rate zone are required to deliver their obligated delivery to the Enbridge Gas receipt points of Dawn and/or

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<sup>1</sup> <http://www.uniongas.com/T1> ; <http://www.uniongas.com/T2>

Parkway depending on their specific service agreement.

- d) Rate T1 and T2 customers have their gas transported by Enbridge Gas from their obligated receipt point to the delivery location for which service is contracted. Enbridge Gas defines Points of Consumption or Consumption Points within its General Terms and Conditions for In-Franchise Contracted Services as the outlet side of the customer's measuring equipment located at the customers' or end users' locations unless otherwise specified in a customer's service contract.<sup>2</sup>

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<sup>2</sup> <https://www.uniongas.com/-/media/business/your-account-and-services/unionline/contractrates/pdf/general-terms-conditions/gtc.pdf?la=en&hash=134D6FAAFA563257277EB5FC6758EFCB4998425F>

ENBRIDGE GAS INC.  
Answer to Interrogatory from  
TransCanada Pipelines Limited (TCPL)

Reference:

- i) Exhibit B, Tab 1, Schedule 2, Page 5 of 17, Paragraph 13.
- ii) Exhibit B, Tab 1, Schedule 2, Page 8 of 17, Paragraph 22.
- iii) Exhibit B, Tab 1, Schedule 2, Page 13 of 17, Paragraph 36.
- iv) Exhibit B, Tab 1, Schedule 2, Pages 13 to 14 of 17, Paragraphs 38 to 39.

Preamble

In Reference i), EGI states that the majority (approximately 90%) of Sarnia market demand is consumed by contract rate industrial customers (mainly Rate T1 and Rate T2) such as power generators and large industrial customers. Residential and small commercial/industrial customers constitute the remainder of Sarnia market demand.

In Reference ii), EGI provides a graph of SIL system Design Day demand from 1998/99 to 2022/23.

In Reference iii), EGI states that it contracts for 158 TJ/d of firm St. Clair to Dawn transportation associated with a NEXUS Pipeline contract that must be consumed in the Sarnia market.

In Reference iv), EGI states that all of the natural gas delivered from BGS is consumed within the Sarnia market. EGI further states that flow from Michigan to Ontario via BGS is influenced by the quantity of services that BGS contracts that include Dawn Hub withdrawals and that historically, flow from Michigan to the Dawn Hub via BGS has been volatile based on market conditions. BGS has a contract for 123 TJ/d of winter only, firm C1 transportation capacity from the Bluewater Interconnect to the Dawn Hub which is used to provide storage services.

Question(s):

- a) Please provide the Design Day demands separately for each of the residential, commercial and industrial customer classes located in the Sarnia market for the same time period and graphical format as depicted in Figure 2-2 in Reference ii).

- b) Please explain why EGI’s 158 TJ/d of firm St. Clair to Dawn transportation associated with a NEXUS Pipeline contract “must be consumed in the Sarnia market.”
- c) Please explain why all of the natural gas delivered from BGS is consumed within the Sarnia market.
- d) Please describe the service that BGS holds with EGI and how that service is used by BGS to provide storage services to its customers. Please also confirm whether the 123 TJ/d C1 transportation capacity held by BGS from the Bluewater Interconnect to the Dawn Hub also provides BGS with Dawn Hub withdrawals. If not confirmed, please explain the reference to Dawn Hub withdrawals.

Response:

- a) Design Day demands are classified by regular rate (general service) customers and contract customers in the Sarnia market, as set out in Figures 1 and 2.

Figure 1

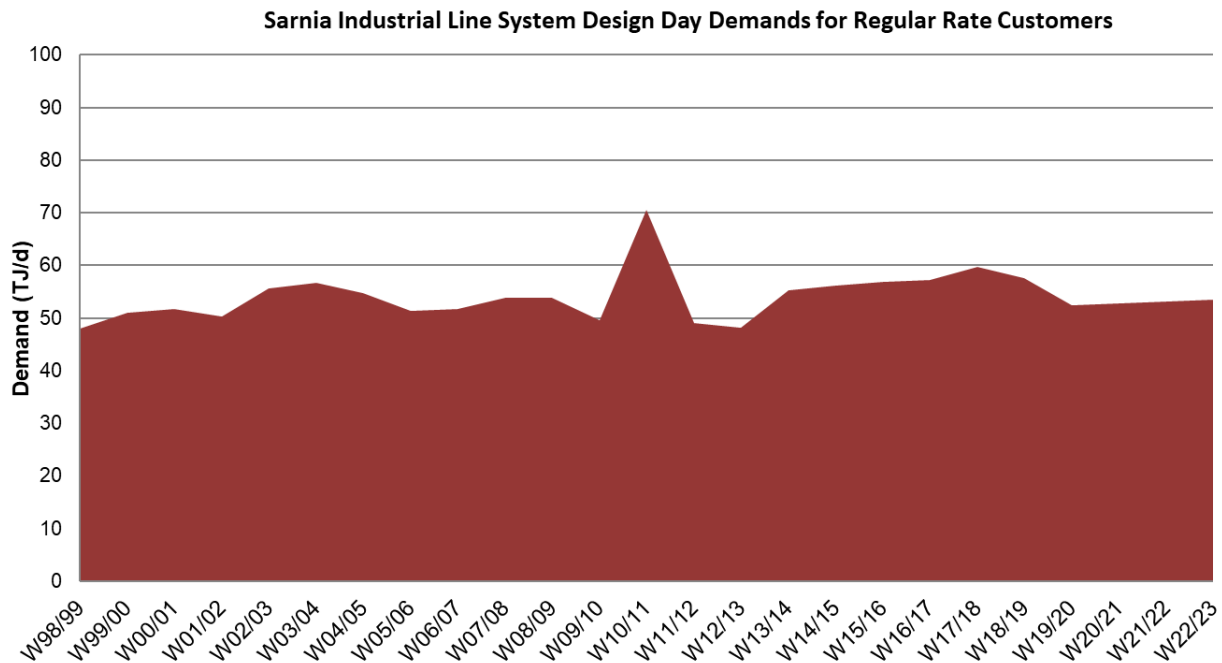
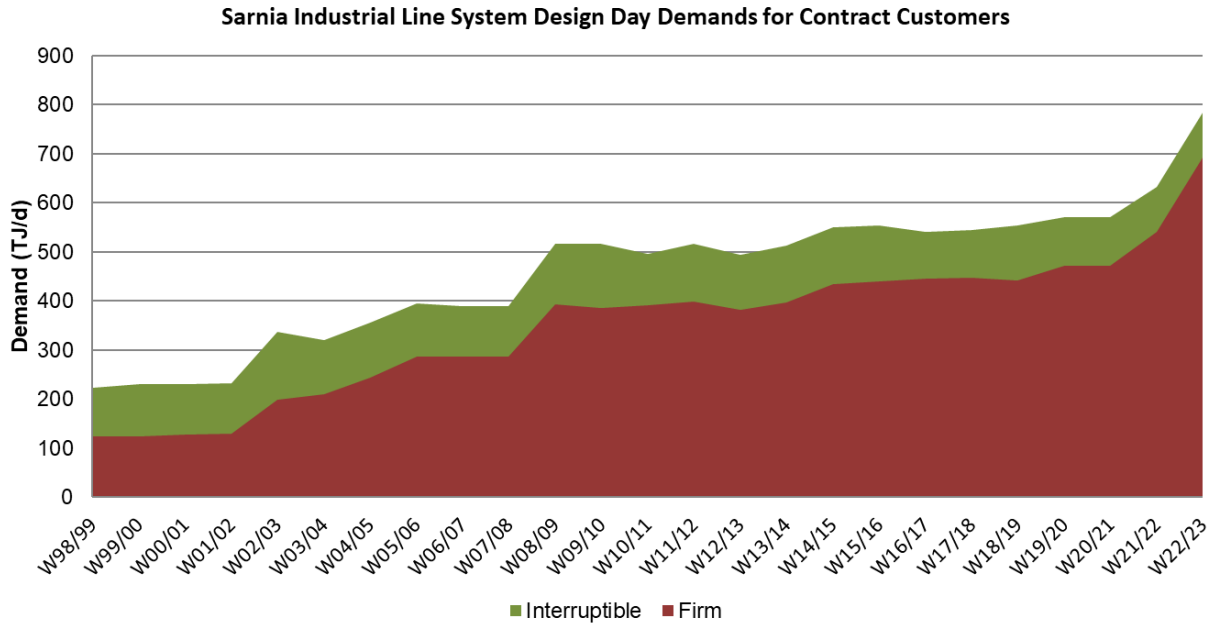


Figure 2



b) and c)

The 158 TJ/d deliveries associated with NEXUS supply contracts and deliveries from BGS must be consumed in the Sarnia Market as there is no firm transportation path from the SIL to Dawn available on Design Day. The two large diameter pipelines which run between SIL and Dawn (NPS 24 Bickford Storage Line and NPS 20 Payne Storage Line) are not assumed to be available for firm transportation every day as they are required for storage withdrawal operations during the winter operating season. Further, the NPS 8 Dawn Kimball Line operates at a pressure lower than Dawn, therefore, it cannot transport gas to Dawn.

d) BGS holds a firm, winter-only transportation contract from the Bluewater Interconnect to the Dawn Hub for 123 TJ/day. This C1 transportation service allows BGS to offer withdrawals at the Dawn Hub as an option for the storage services they offer their customers. When requested by their customers, BGS withdraws gas from its storage pools in Michigan and transports that gas on their firm C1 transportation contract to the Dawn Hub where they deliver that gas to their customers, thereby providing a service that acts as if the gas was withdrawn from the Dawn Hub.