

January 24, 2020.

Delivered by email

Ontario Energy Board
2300 Yonge Street, 27th floor
P.O. Box 2319
Toronto, ON M4P 1E4
Attn: Kirsten Walli
Board Secretary
boardsec@oeb.ca

Dear Ms. Walli:

**Re: Regional Municipality of Submission
Leave to Construct - Waterdown to Finch Project ("Project")
Application under section 90(1) of the Ontario Energy Board Act, 1998
OEB File Number EB-2019-0007**

The Ontario Energy Board's ("OEB") Procedural Order no. 6, dated December 6, 2019, indicated that Imperial Oil ("Imperial") was to file its Argument-in-Chief regarding the above-noted application for leave to construct (the "Application") by January 10, 2020, and further that intervenors were able to file a response submission on or before January 24, 2020. Pursuant to the order and the Regional Municipality of Peel's (the "Region") intervenor status in the proceeding, this letter serves as the Region's submission.

The Project proposes to a replace pipeline from Waterdown to Finch, traversing the Region. The Region is an upper tier municipality that serves close to 1.5 million residents and more than 175,000 businesses in its local municipalities - Brampton, Caledon and Mississauga. The Region provides many services including water and wastewater, planning and development, Regional roads and emergency management. The Region has a strong interest in maintaining the assets required to deliver these programs safely and efficiently and offers the following submissions accordingly.

Adopting Submissions

The Region adopts the contents of its own submission of October 15, 2019.

In addition, the Region has collaborated with the City of Toronto, City of Mississauga and the Regional Municipality of Halton since the inception of the Application to identify and address mutual concerns. As such, the Region adopts the positions and viewpoints outlined in the submissions of those collaborating municipalities ("Intervening Municipalities' Submissions") as its own, except where they do not and cannot apply to the Region (for example provisions regarding Toronto allotment gardens, Toronto Transit Commission etc.).

Conditions of Approval

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The Region requests that should the Project be approved, that the OEB impose the attached conditions of approval, which are an amalgamation of the conditions requested in the Intervening Municipalities' Submissions and those contained in the Region's submission dated October 15, 2019.

All of which is respectfully submitted.

Sincerely,



Rachel Godley J.D. LL.M.
Legal Counsel, Municipal Law Group
The Regional Municipality of Peel

Encl: The Regional Municipality of Peel Requested Conditions

CC
Nicholas Rolfe, City of Toronto
Patrick Murphy, City of Mississauga
Meredith Baker, Regional Municipality of Halton

**The Regional Municipality of Peel
Requested Conditions**

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General

1. Imperial Oil ("Imperial", which term shall include its subsidiaries, affiliates, related companies and partnerships) shall design, plan, construct, decommission and operate the Waterdown to Finch Project (the "Project") and restore all impacted lands in accordance with the Ontario Energy Board ("OEB")'s Decision and Order in EB-2019-0007 and these Conditions of Approval.
2. Imperial shall cause the Project to be designed, planned, constructed, and operated in accordance with the specifications, standards, commitments made and other information referred to in its Application (including its Environmental Report and all recommendations and directives identified by the Ontario Pipeline Coordinating Committee review), its responses to interrogatories and in its submissions (collectively, the "Imperial Commitments").
3. Imperial shall obtain all necessary authorizations for the design, planning, construction and operation of the Project, including without limitation all necessary permits, easements and other authorizations from the municipalities and conservation authorities through whose jurisdictions the Project will pass.
4. Imperial shall file with the OEB and post on its company Web site, at least 30 days prior to commencing construction of the Project, a Commitments Tracking Table listing all Imperial Commitments, including reference to:
 - a. the specific documentation in which reference to the Imperial Commitment is made;
 - b. the person or entity responsible for implementing each commitment, and;
 - c. the timelines for the fulfillment of each commitment.
5. Imperial shall update the status of the Imperial Commitments on the Commitments Tracking Table on its company Web site until such time as all the Imperial Commitments have been fulfilled, and shall advise the OEB in writing of such updates where the status of any commitment has changed.

Engineering Matters

6. Imperial shall continue to collaborate with The Regional Municipality of Peel ("Region") and will provide proposed engineering and construction drawings

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for review by the Region as soon as they are available, but in no case less than 90 days prior to the commencement of construction activities relating to the applicable portion of the pipeline.

7. Imperial shall file with the OEB, at least 30 days prior to the date construction commences, a schedule identifying key construction activities for the Project, and shall notify the OEB of any modifications to the schedule as such modifications occur.
8. Imperial shall file with the OEB, at least 30 days prior to commencing construction, alignment sheet drawings for the relevant portion of the pipeline providing information related to the pipeline, construction footprint and access roads proposed for the Project.
9. Imperial shall cause the Project to be designed, planned, constructed, and operated in accordance with CSA-Z662-15.
10. Imperial shall maintain at its construction office(s) copies of all permits, approvals and authorizations for the Project issued by federal, provincial, municipal or other permitting authorities, which include environmental conditions or site-specific mitigation or monitoring measures.
11. Imperial shall prepare and file with the OEB, at least 30 days prior to the start of construction, an Environmental Protection Plan describing all environmental protection procedures, mitigation and monitoring commitments, as set out in the Application or other Imperial Commitments.
12. Imperial shall file with the OEB, at least 30 days prior to the date construction commences, the results of its geotechnical feasibility studies for undertaking horizontal directional drilling.
13. Imperial shall file with the OEB, at least 30 days prior to the start of construction, a Project-specific Traffic Management Plan.
14. Imperial shall regularly monitor the effects of any slope instability and other observable geotechnical effects on those portions of the pipeline route and adjacent lands affected by Imperial's proposed and existing pipelines, and report any irregularities to the affected municipalities and conservation authorities, including the Toronto Region Conservation Authority ("TRCA") and the Credit Valley Conservation Authority ("CVC"), within 15 days of their discovery, including confirming remediation efforts to be taken.
15. Imperial shall on request by the Region:
 - a. provide its erosion assessment and monitoring information for the Project to the Region, including any updates thereto, and;
 - b. require appropriate Imperial staff to meet with the Region staff regarding same.

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16. Imperial shall place pipeline valves outside of floodplains and any slope hazards, and in areas that do not pose a risk of erosion.
17. Imperial shall include in its plans and install mainline valves at either side of creek crossings within the Region's vulnerable areas or provide a technical rationale for why additional mainline valves are not feasible in these locations to the reasonable satisfaction of the Region.

Financial Assurances

18. Imperial shall save, defend and keep harmless and fully indemnify The Region from any and all claims, actions, causes of action, complaints, demands, orders, suits or proceedings of any nature or kind, and all loss, liability, judgments, costs, charges, damages, liens and expenses (including, without limitation, all legal and other professional fees and disbursements, interest, liquidated damages and amounts paid in settlement, whether from a third person or otherwise) which the Region may sustain, incur, or be put to by reason or arising out of or in consequence of:
 - a. the construction of Project, including any activities ancillary thereto;
 - b. the operation of the Project, including any activities ancillary thereto;
 - c. the decommissioning of the existing pipeline, including any activities ancillary thereto;
 - d. the exercise by Imperial of any right or obligation under the Decision or the Order, or;
 - e. any breach by Imperial of the OEB Decision or the Order.

Imperial's indemnity set out in this section expressly extends to all acts and omissions of Imperial's employees, officers, contractors, and agents.

19. Without limiting the generality of the foregoing, Imperial shall fully indemnify the Region for all workaround costs caused by, attributable to, or connected with constructing or maintaining Region infrastructure that was existing or planned as of the date of the commencement of construction of the Project.
20. Within 30 days of the completion of construction of the Project, and upon any material changes, Imperial shall prepare and file with the OEB a report explaining how adequate financial resources are in place to address all costs arising in the event of a spill, emergency, or other contingency arising from the new pipeline or the existing pipe, and how financial security has been set aside to cover all such costs related to the Project.
21. Imperial shall maintain, at its sole expense, property insurance and liability insurance (including coverage for environmental damage from spills or other incidents) in amounts that are reasonable and customary for companies of comparable size and activity, covering the construction, operation, and decommissioning of the proposed pipeline and the decommissioning of the existing pipeline, including any activities ancillary thereto (the "Imperial Insurance"), and naming the Region as an additional insured.

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22. Imperial shall provide the Region with certificates of insurance in respect of the Imperial Insurance recording the Region as an additional insured. Thereafter, Imperial shall provide the Region with evidence of all renewals of the Imperial Insurance in a certificate of insurance form reasonably acceptable to the Region.
23. The Region shall not be liable for any premiums or deductibles relating to policies under the Imperial Insurance.
24. The policies under the Imperial Insurance shall provide:
 - a. that they are primary insurance which will not call into contribution any other insurance available to the Region except to the extent of claims arising from the negligence of The Region and those for whom the Region is responsible in law, and;
 - b. that the Imperial Insurance shall not be cancelled, without the insurer providing at least thirty (30) business days' notice to the Region by registered mail.
25. Imperial shall enter into an Indemnity Agreement with the Region, substantially in the form of the Indemnification and Guarantee Agreement appended to the City of Mississauga Submission.

Emergency Response and Planning

26. Imperial shall maintain sufficient emergency response capability to, with the requisite equipment, arrive at the site of the pipeline emergency within a maximum of two hours.
27. Imperial shall provide to the Region, at least 30 days prior to the in-service date, the following information, and shall provide additional updates to the Region in response to material changes to same:
 - a. detailed as-built maps, including digital maps, of the pipeline route, including its depth below and/or height above ground surface;
 - b. the location and 24-hour contact information of Imperial's Emergency Spill Response Team and any emergency response contractors within the Greater Toronto Area;
 - c. the location, types and quantity of equipment that Imperial and its Emergency Spill Response Team and contractors have on hand to deal with pipeline spills;
 - d. the location and specifications of all valves, including automated shut-off valves and options should there be a power failure;
 - e. information regarding redundancy that is built into the system and accessible to municipal first responders, and;
 - f. Imperial's anticipated response times in the Region, taking into account local conditions such as traffic.
28. At least 30 days prior to commencing construction, Imperial shall provide the Region with an updated Project-specific Emergency Response Plan that shall

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be implemented during the construction phase, and which accounts for local conditions, including providing comprehensive site-specific contingency measures that would be taken in response to spills, and which includes the following details:

- a. Timing and method of notifying local agencies and affected parties of an incident, including direction that all non-911 notifications, which include notifications of any incidents that take place outside of Imperial's own facilities, are to be directed to 905-872-7737 and or Prepdo1@peelregion.ca.
 - b. How information will be shared with the public during incident response, including detailed steps that Imperial will take in order to disseminate information to the public in the event of an incident; and
 - c. Identification of which emergency response responsibilities normally assumed by the Region or other emergency service providers, including evacuations, evacuation centres, the activation of non-governmental response units and emergency public health services and all other services set out in the Region's Emergency Response Plan, would be assumed by Imperial and which responsibilities the Region would be expected to provide in responding to an incident.
29. Imperial shall prepare and file with the OEB, at least 30 days prior to the in-service date, a Project and site-specific Spill Prevention and Control Plan that provides for:
- a. watershed-based planning and articulating the impact of a refined fuel product spill on the environment and watercourses, including local sensitive habitats and data;
 - b. scenario modelling of spill plumes under a variety of hydraulic conditions;
 - c. identifying storm sewers that have direct connections to watercourses and valleys;
 - d. identifying emergency access points for spill clean-up;
 - e. identifying storage and staging areas for spill clean-up;
 - f. timely notification of municipal emergency responders to facilitate a rapid and coordinated response to a spill or other emergency;
 - g. timely notification to potentially impacted municipal water utilities in the event that a spill may have occurred;
 - h. planning for quick containment of spills, using modelling that accounts for worst-case scenarios including extreme and severe weather events;
 - i. developing restoration strategies specific to local conditions for the restoration phase of any required clean-up of a spill, leak or other incident, and;
 - j. maintaining, for the Region's emergency responders, a direct contact line, 24 hours a day, 7 days a week to enable immediate contact with Imperial, should the need arise;
30. To mitigate potential damage caused by spills and other pipeline contingencies, Imperial shall:

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- a. Send, when a spill or other pipeline contingency occurs, and on request by the Region, a technical specialist to the Region's Regional Emergency Management ("REM") to assist in coordination of the Region response to a pipeline emergency. This individual shall be identified in advance to the REM Director;
- b. provide to the Region, when a spill or other pipeline contingency occurs, and on request by the Region, a communications staff person/public information officer to assist in public communications coordination;
- c. provide appropriate Imperial staff or contractors, on request by the Region, to meet annually with the Region staff to review the Region's emergency plans with a focus on the Project, and;
- d. share details of, and invite the Region staff to observe and/or participate in, its Project-related training exercises.

31. Imperial shall pay for any training and equipment necessary for the Region and the local conservation authority staff to respond to emergencies related to Imperial's proposed and existing pipes, including any retraining reasonably required when Imperial makes changes to its pipeline equipment and/or plans.

Source Water Protection

32. Imperial shall meet the requirements of the Approved Source Protection Plan: CTC Source Protection Region's LO-PIPE-1 Policy ("LO-PIPE-1") in Imperial's construction and operation of the Project and its decommissioning of the existing pipeline.

33. Imperial shall:

- a. provide to the Region comprehensive documentation demonstrating that the planning, design, construction, and operation of the Project, including all associated plans, complies with LO-PIPE-1;
- b. establish and advise the Region as to how Imperial intends to keep updated the notification protocols and contacts required pursuant to LO-PIPE-1 provisions (d), (e), and (f);
- c. establish, and advise the Region of, a set frequency of reviews of ground cover required pursuant to LO-PIPE-1 provision (i); and
- d. provide to the Region the pipeline design and operational best management practices required pursuant to LO-PIPE-1 provision (k), including upon any material changes to said practices.

34. Imperial shall provide to the Region and the local conservation authority forthwith and upon any material changes:

- a. all risk analyses for the Project, and;
- b. all spills maps for waterways within the Region.

35. In constructing the Project, Imperial shall maintain a minimum depth of 8 meters below the stream bed at the deepest point of water crossings.

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Project Impacts

36. Imperial shall construct the Project using trenchless technology methods through all sensitive sites as agreed upon by the Region and Imperial.
37. Imperial shall:
 - a. prepare and file with the OEB a Restoration Plan at least 60 days prior to the commencement of construction;
 - b. restore all lands impacted by the Project, within one year of the completion of construction, and;
 - c. indemnify the local conservation authority for the costs of restoring any conservation authority-regulated areas damaged, degraded, or negatively affected by any pipeline spill, leak, or other pipeline contingency, or at the option of the conservation authority restore said areas to the satisfaction of the conservation authority and at the sole expense of Imperial.
38. Imperial shall use the Region's standard forms and agreements for access to and use of lands for the Project owned by or subject to an interest in favour of the Region, and shall pay fair market value for such access and use where the Region requests such compensation. Requests for permanent easements will need to be considered in accordance with the Region's By-Law 23-95, which governs the sale and disposition of real property.
39. Imperial will ensure the Region has an opportunity to review individual designs of crossings of the Region's property interests and infrastructure to provide comments related to clearance, loading, etc. on a property-by-property basis as part of the land acquisition or crossing agreement process.
40. Imperial will enter into a Master Crossing Agreement with the Region. The content of the Master Crossing Agreement will be determined by the Region and Imperial and will include terms including but not limited to:
 - a. Imperial's commitment to protect the Region's water and wastewater infrastructure and roadways on Regional lands, which are near to the surface and could easily be damaged by work-related digging, stockpiling or the weight of vehicles over land containing infrastructure. This infrastructure is also susceptible to damage from any spills by Imperial during the Project;
 - b. filing detailed design and construction information with the Region in advance of construction, to be reviewed and approved by the Region;
 - c. avoiding interfering with or damaging municipal infrastructure and operations;
 - d. establishing fair compensation for access to the Region's property;
 - e. indemnity and liability conditions; and
 - f. delivering drawings of the as-built infrastructure to the Region.
 - g. conducting pre-construction and post-construction CCTV investigations and reports of all sanitary trunk sewers to be crossed, to Region of Peel specifications.

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h. monitoring vibration and/or settlement during construction and installation of the pipeline depending upon clearance of new gas pipeline to existing assets.

41. Imperial shall continue to coordinate and consult in a specific, meaningful, ongoing and iterative fashion with the Region and conservation authorities on its planning, construction, and operation of the Project.