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**REFERRED TO IN THE AFFIDAVIT OF**  
**JANE MUSTAC**  
**SWORN BEFORE ME THIS 24<sup>TH</sup> DAY**  
**OF JULY, 2020.**

  
.....  
**A Commissioner, etc.**

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**From:** Guri Pannu <Guri.Pannu@enbridge.com>  
**Sent time:** 05-14-2020 12:45:06 PM  
**To:** Sundin, David  
**Subject:** 77571 / County of Essex - Enbridge Agreement/: Enbridge Gas Inc. - Comments on County Report

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Hi David,

Enclosed are comments for the County of Essex to consider with regard Mr. Tape's report. Given the delay that has occurred to date with regard to reaching an agreement with the County, Enbridge would appreciate a response by Friday.

During our telephone call of today and throughout the discussions between Enbridge Gas and the County of Essex, the County advised that it will incur an increased risk and liability if the Enbridge NPS 6 pipeline is installed to a depth of 1.5 meters. However, the specific safety risk and the increased exposure with respect to liability has never been articulated by the County of Essex relative to the 1.0 meter depth. It remains unclear to Enbridge Gas as to why the liability would shift to the County if some event occurred to the pipeline (i.e. a pipeline failure, or rupture) as Enbridge provided an engineering report to certify the depth of cover as safe at 1.0 meter. One concern that the County of Essex raised had little to do with safety but a concern that it did not want to be named in future claims or disputes despite the fact that Enbridge Gas offered an engineering report and an indemnity to protect the County of Essex. The mere fact that a party is named in a claim does correlate to an increased risk to or shift liability to the County of Essex. Nor does it mean the depth of 1.0 meter which is not reasonable for the circumstance of County Rd 46. The standard is one of reasonable when viewed in the context of pipeline design, cost, safety, along with accepted industry practice in reference to the CSA Z662 Standards.

To my knowledge there has never been a claim or dispute involving Union Gas or an Enbridge Gas pipelines in the County of Essex roads particularly as it relates to depth of cover since the pipeline was installed. Nor has there ever been any pipeline related claims or disputes involving the roads within County of Essex for Union Gas. In that context, it's unclear to Enbridge Gas as to the material concerns regarding liability other than the "potential" that they County of Essex could be named in potential claim if the depth of cover was at 1.0 meter and there was some sort of pipeline failure/loss.

Below Enbridge Gas has provided additional commentary on some fundamental flaws in the analysis of Mr. Tape's review. Enbridge Gas has highlighted the most significant items rather than a line by line item and there seems to be a lack of understanding of pipeline construction in the roads and the requirements of Oil and Gas codes, standards, and regulations in Ontario.

1. CSA Z662-19 has not been adopted in Ontario by the Technical Standards and Safety Authority (TSSA). The Current standards are the 2015 version of the CSA Z662 that Enbridge Gas is required to comply to. More importantly, the sections that are related to depth requirements or analysis provided to the County of Essex have not changed between the CSA Z662-15 and CSA Z662-19 versions of the standard.
2. Mr. Tape's response is based on the depth requirements of section 4.11 contained in CSA Z662. Section 4.11 is part of the design requirements for transmission pipelines and not distribution pipelines. The NPS 6 Windsor Line is a distribution pipeline, as defined in Z662, and therefore the relevant clauses are in Section 12 of the CSA Z662 standard. Section 12.4.7 and table 12.2 identify that pipe needs to be a minimum of 0.6m below the paved portions of the road. Furthermore, section 12.4.7.1 specifically states that the depth of cover in section 4.11 "shall not" apply.
3. The TAC guidelines state that for pipelines paralleling the road a depth of 1m is adequate, as outlined in Figure 4 and Table 1 of the TAC document. While it is noted in Mr. Tape's response that the County can request depths greater than the 1m outlined, there is no sound engineering evidence that supports that the installation is safer or less intrusive than the 1m depth. More importantly, the TAC guidelines are not being applied correctly, as it is our understanding from the Chair of the Committee responsible for TAC guidelines that the intent of the document is to assist users to develop guidelines with respect to utility crossings of highways and was never meant to address situations where long sections of pipe parallel the road surface. In this case, the County is misapplying the depth of cover nor has any engineering evidence been provided to support the risk analysis at 1.5 meters of depth.

4. The CSA Z662 is a well-established document that has been in use for over 60 years. The document has a rigorous process around validating its technical content with top Canadian experts in the field and has been adopted into Regulations in Provinces across Canada. Enbridge's depth of cover has been established based on technical requirements outlined in the CSA Z662 and that were also approved by the Technical Standards and Safety Authority (TSSA). The TSSA, reviewed and approved the pipeline design at a depth of 0.75m.
5. The report by Mr. Tate supports Enbridge's analysis that the proposed pipe is able to withstand the potential stresses imposed by vehicle loads at the 1 meter depth. Enbridge's construction practices and geo technical field work support the analysis that the vehicle loads can be handled at a 1 meter depth of cover.

While we hope to resolve the depth of cover issue, as discussed during the phone call yesterday given the magnitude of the potential costs that Enbridge Gas occur, we may have no other alternative but to pursue the alternate remedies discussed. We look forward to your response and hope that we can come to an agreement.

Thanks.