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McTAGUE
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DARWIN E. HARASYM
ZACHARY A. KNOX

COUNSEL: PAUL L. MULLINS

** Certified Specialist in Workplace Safety & Insurance Law by the Law Society of Ontario*

Facsimile: 519-255-4384
www.mctaguelaw.com

455 Pelissier Street, Windsor, Ontario, N9A 6Z9 Canada
Windsor: 519-255-4300

Direct Dial: 519-255-4344
Email: dsundin@mctaguelaw.com

July 31, 2020

VIA EMAIL AND RESS

Enbridge
Mark Kitchen
Director, Regulatory Affairs
Enbridge Gas Inc.
500 Consumers Road
Toronto, Ontario M2J 1P8
(E) EGIRegulatoryProceedings@enbridge.com

Guri Panu
Senior Legal Counsel
Enbridge Gas Inc.
500 Consumers Road
Toronto, Ontario M2J 1P8
(E) Guri.Panu@enbridge.com

Scott Stoll
Aird & Berlis LLP
Brookfield Place
181 Bay Street, Suite 1800, Box 754
Toronto, Ontario M5J 2T9
(E) sstoll@airbberlis.com

Energy Probe Research Foundation
Tom Ladanyi
TL Energy Regulatory Consultants Inc.
41 Divadale Drive
Toronto, Ontario M4G 2N7
(E) tom.ladanyi@rogers.com

Environmental Defence Canada Inc.
Jack Gibbons
Ontario Clean Air Alliance
160 John Street, Suite 300
Toronto, Ontario M5V 2E5
(E) jack@cleanairalliance.org

Kent Elson
Elson Advocacy
1062 College Street
Lower Suite
Toronto, Ontario M6H 1A9
(E) kent@elsonadvocacy.ca

Federation of Rental Housing Providers of Ontario

Dwayne Quinn
DR Quinn & Associates Ltd.
130 Muscovy Drive
Elmira, Ontario N3B 3B7
(E) drquinn@rogers.com

Pollution Probe

Michael Brophy
Pollution Probe
28 Mcnaughton Road
Toronto, Ontario M4G 3H4
(E) michael.brophy@rogers.com

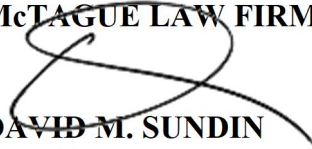
Dear Sirs,

**RE: MATTER: COUNTY OF ESSEX ats ENBRIDGE GAS INC.
SECTION 101 OF ONTARIO ENERGY BOARD ACT
OEB FILE: EB-2020-0160
OUR FILE: 77571**

In accordance with the Notice of Hearing and Procedural Order No. 1, dated June 30, 2020 and Procedural Order No. 2, dated July 24, 2020, in the above referenced matter, please find enclosed the Interrogatories of the Intervenor, the Corporation of the County of Essex, which is being served on you pursuant to the Procedural Orders and the Rules of Practice and Procedure of the Board.

As always, should any of you need to discuss this matter further for any reason, please do not hesitate to contact my office.

Yours truly,
McTAGUE LAW FIRM LLP



DAVID M. SUNDIN
DMS/dm
Encl.

c.c. OEB via email:

*Christine E. Long – Registrar and Board Secretary – boardsec@oeb.ca
Michael Millar – OEB Counsel – Michael.Millar@oeb.ca
Judith Fernandes – Case Manager – Judith.Fernandes@oeb.ca*

Filed: 2020-07-31
Section 101
EB-2020-0160

ONTARIO ENERGY BOARD

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

AND IN THE MATTER OF an application by Enbridge Gas Inc. pursuant to Condition 4 from the Ontario Energy Board's Decision and Order, and Section 101 of the *Ontario Energy Board Act, 1998* for authority to construct a work upon, under or over a highway, utility line or ditch in the County of Essex for the purposes of a natural gas pipeline in respect of which the Ontario Energy Board granted leave to construct in EB-2019-0172 to Enbridge Gas Inc.;

INTERROGATORIES OF THE INTERVENOR, THE CORPORATION OF THE COUNTY OF ESSEX

COUNTY – Q 1

Exhibit A, Tab 2, Schedule 1, Page 1, Paragraph 2

Preamble: Enbridge alleges that the County is "withholding approval for construction unless Enbridge makes significant and costly departures from the requirements of the" CSA Standards.

- a) Does Enbridge understand that the County is the road authority for County Road 46 and has an obligation for, among other things, ensuring that the roadways under the County's jurisdiction are safe and available to all users?
- b) Does Enbridge understand that the County applies a number of principles and guidelines in its oversight of roadways under its jurisdiction, including the placement of infrastructure, which principles and guidelines include the TAC Guidelines?
- c) Can Enbridge provide an opinion from an engineer as to why the minimum standards set in the TAC Guidelines should be ignored, and can that engineer certify that ignoring the minimum standards set in the TAC Guidelines will not impact on safety and the use of the roadway in question by all users, taking into account future plans and usage?

COUNTY – Q 2

Exhibit A, Tab 2, Schedule 1, Page 2, paragraph 3

Preamble: Enbridge states that the Decision of the OEB granted Leave to Construct for the Project subject to the "Conditions of Approval"?

- a) What Conditions of Approval has Enbridge met and when?
- b) What Conditions of Approval remain outstanding?
- c) Has Enbridge commenced construction of the Project despite not meeting all of the Conditions of Approval?

COUNTY – Q 3

Exhibit A, Tab 2, Schedule 1, Page 2, paragraph 4

Preamble: The replacement of the pipeline is required because of its age, and Enbridge wants to complete the installation as soon as possible.

- a) When did Enbridge become aware of the integrity issues on the existing pipeline?
- b) Was the depth of cover of the current pipeline a consideration in assessing the integrity of the current pipeline?
- c) Did Enbridge consider the minimum depth of cover the County would require in assessing its plans to replace the existing pipeline?
- d) If time is such an important consideration to Enbridge, why does it refuse to install the new pipeline in close proximity to the existing pipeline?

COUNTY – Q 4

Exhibit A, Tab 2, Schedule 1, Page 2, Paragraph 5

Preamble: Enbridge indicates that it commenced construction of the pipeline where it received the necessary municipal or environmental approvals.

- a) From which municipalities has Enbridge received approvals? Provide copies of the approvals received.
- b) Are the sections of pipeline for which municipal approvals were received, to be installed within a municipal right-of-way?

- c) If the proposed pipeline is to be installed within the municipal right-of-way, is the pipeline located within the travelled portion of any roadway, including any unpaved shoulder?
- d) If any of the proposed pipeline is located within the travelled portion of the roadway (including any unpaved shoulder), how far from the travelled edge of the roadway is the pipeline located and what is the minimum depth of cover required by each municipality that has provided approval? For each approval and minimum depth described, confirm the type of roadway/highway and its classification.
- e) Are there any agreements or bylaws in effect between the municipalities and either Enbridge or its predecessor, Union Gas, which delineate the minimum depth of cover, or is there another written authority Enbridge is relying on in asserting its purported right to determine the location of any pipeline and its depth of cover without municipal approval? If so, provide copies of the agreement and/or bylaws and/or other written authority.
- f) Was it reasonable for Enbridge to commence construction of the new pipeline prior to having all necessary approvals? If the answer is "yes", how was it reasonable? If the answer is "no", why did Enbridge commence construction without having all approvals in place?
- g) Can Enbridge put the new pipeline into service if the portion that lies within the jurisdiction of the County is not completed?

COUNTY – Q 5

Exhibit A, Schedule 1, Page 3, Paragraphs 9 and 10

Preamble: Enbridge asserts that "typically" it applies to the applicable road authority for approval to install a project and that this is to avoid conflicts with current and future infrastructure.

- a) Does Enbridge acknowledge that the County has advised Enbridge throughout the consultations related to this project that the County preferred that the pipeline be aligned within close proximity to the existing pipeline and/or property line to avoid future widening and infrastructure plans?
- b) Has Enbridge completed an analysis for the cost of keeping the new pipeline in close proximity to the existing pipeline? If so, provide a copy. If not, why not?

- c) On what authority is Enbridge relying on in asking the OEB to ignore the rights of the County pursuant to the Franchise Agreement and the obligation of Enbridge to obtain the County's consent?
- d) What steps did Enbridge take to avoid conflicts with current and future infrastructure, and satisfy the County that the proposed alignment took this into consideration?

COUNTY – Q 6

Exhibit A, Tab 1, Schedule 1, Page 4, paragraph 11

Preamble: Enbridge has indicated that the "unusual" requirements of the County includes (a) the execution of a Road User Agreement, (b) a minimum depth of cover of 1.5 metres of approximately 22.9 kilometres of the new pipeline, and (c) removal of the abandoned existing NPS 10 steel main.

- a) Can Enbridge clarify why the County seeking to have any agreement regarding the installation in writing is "unusual"? Has Enbridge never before been asked to enter into an agreement in writing with a municipality prior to commencing construction of a project?
- b) Has Enbridge prepared any drawings showing the pipeline along the route and at the depth approved by the County? If so, provide copies of same. Has Enbridge never been asked to meet a minimum depth required by a municipality before that exceeds CSA Standards?
- c) Why does Enbridge believe that it is reasonable to leave a pipe in place in a right-of-way that is constrained and has limited room for various demands for placement of infrastructure?

COUNTY – Q 7

Exhibit A, Tab 1, Schedule 1, Page 4, paragraph 13

Preamble: Enbridge has alleged that the County has failed to demonstrate a safety reason or future conflict with a road project to support the County's requirement for a minimum depth of cover of 1.5 metres.

- a) Why has Enbridge failed to provide an engineering report confirming that a departure from the TAC Guidelines creates no safety concerns, will have no impact on the integrity of the roadway, and will not limit the ability to use the roadway by all users of County Road 46?
- b) Has Enbridge been advised repeatedly that (1) County Road 46 is used for overweight and oversized loads and agricultural users,

among others, that utilize both the paved roadway and the unpaved shoulder of the roadway and (2) that the County intends to widen County Road 46?

COUNTY – Q 8

Exhibit A, Tab 1, Schedule 1, Page 5, paragraph 14

Preamble: Enbridge has alleged that the County has "demanded" that Enbridge remove the portion of the existing pipeline that lies in the County's right-of-way rather than allowing it to be abandoned.

- a) Did Enbridge agree very early in its discussions with the County to remove the existing pipeline once the new pipeline was placed into service?

COUNTY – Q 9

Exhibit A, Tab 1, Schedule 1, Page 5, paragraphs 15 and 16

Preamble: Enbridge has alleged that the County's requirements will increase costs by \$13 million and that the depth required by the County will create risks and challenges for working around the Town of Lakeshore's watermain.

- a) Why would Enbridge proceed to calculate costs for submission to the OEB prior to determining what the requirements of the municipalities, including the County, were?
- b) How did Enbridge calculate potential costs at all without first ascertaining the requirements of the various municipalities, including the County?
- c) Were the risks and challenges with other infrastructure addressed through a route study as part of an environmental assessment? If the answer to this is "yes", confirm how the route study addressed these concerns. If the answer to this is "no", why did Enbridge fail to have a route study completed as part of the environmental assessment process?
- d) Did Enbridge not consider a contingency allowance in its original LTC Application to address any increased costs it may learn of during the municipal approval process? If the answer to this is "yes", what contingency did Enbridge build in and how was it calculated? If the answer to this is "no", why did Enbridge not build a contingency in?

COUNTY – Q 10

Exhibit A, Tab 2, Schedule 1, Page 6, paragraphs 20, 21, and 23

Preamble: Enbridge alleges that it has repeatedly explained and demonstrated through an engineering report that the proposed installation is appropriate and the County has provided no technical information to the contrary.

- a) Can Enbridge explain how the information and reports provided by Enbridge to date confirms that the minimum depth has been considered in relation to a roadway of the nature of County Road 46, that the proposed installation will not negatively affect the integrity of the roadway, and that the proposed installation will not impact on the various users of the roadway or the future expansion of the roadway?
- b) Is it Enbridge's position that it did not receive the various technical reports completed by Haddad Morgan addressing the deficiencies in the information and opinions provided by Enbridge?

COUNTY – Q 11

Exhibit B, Tab 1, Schedule 1, Page 1, paragraph 3

Preamble: Enbridge indicates that as part of its original application related to this Project it sought approval of the form of land agreements related to easements it could enter into with private landowners.

- a) Did Enbridge attempt to obtain land rights from private landowners adjacent to County Road 46? If the answer to this question is "yes", what efforts were made and how many agreements were entered into and where? If the answer to this is "no", why did Enbridge not approach private landowners and why is Enbridge taking steps to abandon current private easements?

COUNTY – Q 12

Exhibit B, Tab 1, Schedule 1, Page 4, Paragraphs 14 and 15

Preamble: Enbridge indicates that it has agreed to a 1.0 metre depth of cover within six metres of the edge of the travelled portion of the road. Enbridge further alleges that any deeper depth of cover has material financial implications not only to immediate construction but to longer term for future operation and maintenance of the pipeline and connection of future services. Enbridge further alleges that an additional depth of cover would significantly alter a typical construction plan for the installation of the distribution type within any road allowance including the proposed County Road 46 location. Enbridge further alleges that a depth of cover of 1.5 metres changes the

excavation requirements and increases the potential for the conflict with other third party utilities.

- a) What are the “material” financial implications to increasing the depth of cover?
- b) Are the financial implications the only concerns of Enbridge Gas in the circumstances? If not, what other concerns are taken into account?
- c) Is the majority of the new pipeline proposed to be installed within 3.0 metres of the existing edge of the paved portion of the roadway of County Road 46? If not, how much of the new pipeline is proposed to be installed within 3.0 metres of the current paved edge of County Road 46?
- d) If County Road 46 is widened as projected, would the new pipeline fall beneath the paved portion of the expanded County Road 46 and/or under the unpaved shoulder?
- e) If the new pipeline fell beneath the paved portion of a widened County Road 46, it would clearly be within the travelled portion. Would this result in increased maintenance costs as the pipeline would be under the paved road? Would any maintenance and/or future service connections require the destruction or excavation of the road and the cost associated with the replacement? Alternatively, does Enbridge admit that (1) it would be required to move the new pipeline to another location to accommodate widening so that the pipeline is outside the travelled portion of the road, (2) that Enbridge would be responsible for all relocation costs, and (3) that private easements may be required in the future considering there are no other options so close to the edge of pavement within the right of way now?
- f) Given that the County intends to widen County Road 46 does this have any implication or effect on the 1.0 metre minimum depth of cover being proposed by Enbridge? If so, what is/are the implication(s) and effect(s)?
- g) Enbridge alleges that a 1.5 metre depth, “increases the potential for the conflict of other third party utilities”. To what “other third party utilities” is Enbridge specifically referring?
- h) How would a 1.5 metre minimum depth of cover conflict with the other alleged third party utilities?

- i) Has Enbridge confirmed what other utilities would be in conflict with the proposed alignment and the depths of those utilities? If so, what utilities are in conflict with Enbridge's proposed alignment and what are the depths of those utilities? If not, why has Enbridge not ascertained this in advance of bringing this application or alleging that the 1.5 metre minimum depth required by the County will conflict with other utilities?

COUNTY – Q 13

Exhibit B, Tab 1, Schedule 1, Page 4, paragraphs 16 and 17

Preamble: Enbridge sets out the additional costs and work required for trench construction at a depth of 1.5 metres.

- a) According to plans filed with the County, was it not the intention of Enbridge to use boring for approximately 9.2 kilometres of the new pipeline?
- b) If Enbridge Gas plans to bore for the construction of 9.2 kilometres of the new pipeline, why can boring not be utilized for the balance of the new pipeline?
- c) Does Enbridge admit that boring is generally a less disruptive method of installing new pipeline than trenching?

COUNTY – Q 14

TAB 2 – Exhibit B, Tab 1, Schedule 1, Page 6, Paragraphs 21 and 22

Preamble: Enbridge sets out that installing the new pipeline to a location greater than six metres from the travelled portion of the roadway would be problematic as it would generally position the pipeline on the edge of, or under, municipal drains. Enbridge alleges that municipal drains are generally a regulated area with numerous conditions and restrictions for both construction methods, restoration and timing windows and are commonly treated as another utility because of their requirement for maintenance, including dredging.

- a) To what drain or drains is Enbridge referring?
- b) Where are these drains, specifically, located?
- c) Is there one drain to which Enbridge is referring or are there numerous drains?

- d) What is the exact location and depth of the drains and are they within the jurisdiction of the County or another municipality?
- e) Does the existing pipeline conflict with any municipal drains?
- f) Was this assessment outlined in the environmental assessment to confirm the impact is greater further from the paved edge of the roadway? If so, provide a copy of the relevant section of the environmental assessment?
- g) Was the cost to obtain private easements investigated by Enbridge? If so, what were the costs associated with private easements and how were those costs determined?

COUNTY – Q 15

Exhibit B, Tab 1, Schedule 1, Page 7, Paragraph 23

Preamble: Enbridge alleges that the County's proposal to move the proposed new pipeline to a location beyond six metres beyond the current edge of the paved portion of the roadway would offer no construction cost relief to Enbridge and significantly compromise the prospect of any future growth in service attachments.

- a) What are the details as to the manner in which movement of the proposed pipeline to a different location or using a depth of cover of a minimum of 1.5 metres would "significantly compromise" the prospect of future growth and service attachments?
- b) What construction cost relief would there be for the pipeline if it is paved over when County Road 46 is widened? Does Enbridge appreciate that repairs and service connections under the paved portion of County Road 46 would require pavement cuts, and that pavement cuts are not permitted by the County?

COUNTY – Q 16

Exhibit B, Tab 1, Schedule 1, Page 7, Paragraph 24

Preamble: Enbridge indicates that the demand for additional depth will make it more difficult for Enbridge to accommodate the required clearance to these other utilities. Enbridge alleges that a number of conflicts present themselves at the 1.5 metre depth of cover requested by the County.

- a) Please provide details as to "what other utilities" Enbridge is referring;

- b) Provide details of the conflicts that would occur if Enbridge utilized the 1.5 metres minimum depth of cover required by the County;
- c) Provide specifics of how the "other utilities" would be impacted, where the utilities are located along the approximately 29 kilometres of County Road 46 affected by the proposed new pipeline and what required clearances would be impacted by a minimum depth of cover of 1.5 metres?

COUNTY – Q 17

TAB 2 – Exhibit B, Tab 1, Schedule 1, Page 7, Paragraph 25

Preamble: Enbridge alleges that the typical installation of NPS6 distribution pipelines can accommodate clearances to other utilities at the long standing 0.75 to 1.0 metre depth primarily using open cut trenching methods which Enbridge alleges are most efficient and effective in terms of time and cost.

- a) What is the maximum operating pressure of the NPS6 distribution pipelines to which Enbridge is referring?
- b) In what other municipalities and/or regions were these NPS6 pipelines installed and what was the maximum pressure for these pipelines?
- c) In what areas of the right-of-way were these other NPS6 pipelines installed, i.e. How far from the paved edge of the roadway? Were any under paved portions of roadways?
- d) What was the minimum depth required by each municipality and/or region in which the NPS6 pipelines were installed and what was the associated pressure? Confirm what minimum depths were required for each type of roadway, i.e. what depths were required for "highways" and/or "freeways" versus a local roadway.
- e) Were there any agreements between the responsible road authority and Enbridge setting out the depth of cover prior to the installation of the NPS6 pipelines Enbridge has previously installed, and, if so, provide copies of those agreements?
- f) What is the minimum and maximum depths of cover of the existing pipeline?
- g) What guidelines that Enbridge relies on permit a minimum depth of cover of 0.75 metres in the travelled portion of a roadway, and specifically a roadway similar in use to County Road 46?

COUNTY – Q 18

Exhibit B, Tab 1, Schedule 1, Page 8, paragraphs 26 and 27

Preamble: Enbridge alleges that removal of the existing line is inconsistent with Enbridge's typical practice and was not planned as part of this Project.

- a) Did Enbridge agree to remove the existing pipeline from the County's right-of-way when the new line is brought into service?
- b) Did Enbridge put a value to the loss of land utilization by the County that would result from leaving an abandoned line in place?
- c) Why has Enbridge agreed to remove the pipelines from private easements, but is now taking the position it should not be obligated to do so from the County's lands?
- d) What maintenance costs does Enbridge anticipate will arise in order to continue to maintain the abandoned pipeline?

COUNTY – Q 19

Exhibit B, Tab 1, Schedule 1, Page 10, paragraph 36

Preamble: Enbridge states that it conducted meetings and presentation with both County Council and Administration from May of 2019 to May of 2020.

- a) Did County Council advise Enbridge it had concerns with the Project?
- b) Did County Council advise Enbridge to work with County staff to meet the County's requirements?
- c) Did county council express concern to Enbridge over the proposed like for like replacement and that it did not properly account for future growth? Did County Council request information pertaining to future growth projections being utilized by Enbridge?
- d) Did Enbridge communicate any of the above to the OEB as part of its original application related to the Project, even though Enbridge knew municipal consent would be required if the Project was approved by the OEB? If not, why did Enbridge conceal these concerns from the OEB?

COUNTY – Q 20

Exhibit B, Tab 1, Schedule 1, Page 11, paragraph 42

Preamble: Enbridge states that the 1957 Franchise Agreement specifically grants Enbridge the right to install its pipeline within a highway.

- a) Can Enbridge confirm where in the 1957 Franchise Agreement it permits Enbridge the authority to determine the specific location and depth of a pipeline within or along the highway and where in the 1957 Franchise Agreement this authority is taken from the County Engineer?

COUNTY – Q 21

Exhibit B, Tab 1, Schedule 1, Page 11, paragraphs 43 and 44

Preamble: Enbridge alleges that the County provided no examples of what documentation would address the County's concerns with capacity, alignment of the pipeline, and traffic control plans.

- a) Did the County provide detailed comments to the alignment drawings submitted by Enbridge, expressing detailed concerns the County had with alignment and depth? Confirm when this occurred.

COUNTY – Q 22

Exhibit B, Tab 1, Schedule 1, Page 12, paragraphs 46 and 47

Preamble: Enbridge alleges that following a meeting with the County on February 6, 2020, Enbridge provided revised pipeline alignment drawings and a revised Traffic Control Plan.

- a) Did the revised alignment drawings address the County's concerns?
- b) Did the revised Traffic Control Plan illustrate no lane closures as required by the County?

COUNTY – Q 23

Exhibit B, Tab 1, Schedule 1, Page 12, paragraph 48

Preamble: Enbridge alleges that it learned of the requirements to be included in the Road User Agreement between March 8, 2020 and April 8, 2020.

- a) Confirm when Enbridge received a sample of a typical Road User Agreement from the County and provide a copy of the sample provided to Enbridge.

COUNTY – Q 24

Exhibit B, Tab 1, Schedule 1, Page 13, paragraph 53

Preamble: Enbridge alleges that by March 24, 2020, the County had not provided direction on what would be acceptable in the Traffic Control Plan.

- a) Does Enbridge deny that on December 5, 2019 the County advised Enbridge that no lane closures would be acceptable to the County and this would need to be addressed in the Traffic Control Plan?

COUNTY – Q 25

Exhibit B, Tab 1, Schedule 1, Page 15, paragraph 58

Preamble: Enbridge alleges that it agreed to a number of conditions and requirements of the County in the Road User Agreement.

- a) Is Enbridge asserting that the County did not concede a number of conditions and terms that Enbridge insisted on?
- b) Did the County make concessions and agreed to permit lane closures as part of the Traffic Control Plan, among other concessions?

COUNTY – Q 26

Exhibit B, Tab 1, Schedule 3, Page 1, Paragraphs 3 and 4

Preamble: Enbridge alleges that it has installed pipelines in the County many times without issue and that the County has not previously required Enbridge to enter into any Road User Agreements in furtherance of the Franchise Agreement. Enbridge further alleges that in the prior pipeline installations, the County has not required any additional depth of cover except under the travelled portions of the roadway where a direct conflict would exist and, that the County, has accepted the practicing of abandoning facilities in place.

- a) Were the prior installations to which Enbridge refers completed by Enbridge or its predecessor Union Gas?

- b) Enbridge indicates that it installed distribution lines “many times”. How many distribution lines has Enbridge specifically installed in the County? How many distribution lines has Enbridge installed in areas under the direct jurisdiction of the County as opposed to under the jurisdiction of a lower tier municipality?
- c) Were the distribution mains previously installed by Enbridge located within the travelled portion of the roadway, including the unpaved shoulder, and, if so, how far from the paved edge of the roadway?
- d) Were the distribution mains installed by Enbridge located in areas that had no impact on an existing roadway?
- e) Specifically, what facilities and in what areas has the County allowed Enbridge to abandon in place?

COUNTY – Q 27

Exhibit B, Tab 1, Schedule 3, Page 2, Paragraph 6

Preamble: Enbridge alleged that the minimum depth of cover required by the County will increase the likelihood of interference with the watermains of the Town of Lakeshore that were installed several decades ago at a depth of approximately 1.5 metres. By increasing the depth of cover for the pipeline, Enbridge alleges that it will increase the likelihood of disturbing the watermain.

- a) Specifically, where is the alleged watermain of the Town of Lakeshore located in relation to the proposed pipeline?
- b) What year was this watermain installed and has Enbridge confirmed the exact location of the watermain?
- c) Is the Town of Lakeshore watermain located along the entire length of the proposed pipeline, at one specific location, or at multiple locations? If at one or multiple locations, provide specifics.

COUNTY – Q 28

Exhibit B, Tab 1, Schedule 4, Page 4, Paragraph 11

Preamble: Enbridge states that the increased depth will increase the potential for conflict with the Town of Lakeshore’s watermain. Enbridge states that the existing watermain is fragile and any movement or disturbance of the watermains could loosen the joint and result in leaks.

- a) Has Enbridge gathered information to confirm the location and depth of the Town of Lakeshore's watermain? If Enbridge has gathered information to confirm the location and depth, provide same. If Enbridge had not gathered information to confirm the location and depth, why did it not do so prior to commencing this application and making this specific allegation?
- b) Is the location of the proposed pipeline above the Town of Lakeshore's watermain? If so, does the entire length of the proposed pipeline run above the Town of Lakeshore's watermain?
- c) If the proposed pipeline runs adjacent to the Town of Lakeshore's watermain, whether the depth of cover is 1.0 metre or 1.5 metres is there not potential for movement or disturbance of the watermain loosening joints resulting in leaks in any event?
- d) Would not any disturbance of the soil surrounding the watermain whether the depth of cover be 1.0 metre or 1.5 metres cause vibrations to travel through the soil with the potential to disturb the existing watermain?

COUNTY – Q 29

Exhibit B, Tab 1, Schedule 5, Page 1, Paragraph 1

Preamble: Enbridge states that it designed the pipeline to meet or exceed the requirements of CSAZ662.

- a) Is the CSAZ662 standard to which Enbridge is referring the 2015 standards and not the 2019 standards?
- b) Why is Enbridge Gas relying on a 2015 standard and not the 2019 standard given the construction is set to commence in 2020?

COUNTY – Q 30

Exhibit B, Tab 1, Schedule 5, Page 2, Paragraph 4

Preamble: Enbridge refers to the Environmental Report filed with the LTC Application identifying a depth of excavation of approximately 1.0 metre except for road and water crossings.

- a) Please confirm that the Environmental Report was commissioned to examine the potential impact on various environmental factors as a result of the construction of the proposed pipeline and not for its impact on the use of the roadway?

- b) Although the Environmental Report makes a passing reference to a depth of excavation of 1.0 metre, please provide the specific location in the Environment Report which comments on the appropriateness of using a depth of cover of 1.0 metre within the travelled portion of County Road 46?

COUNTY – Q 31

Exhibit B, Tab 1, Schedule 7, Page 9, Paragraph 33

Preamble: Enbridge indicates that the Town of Lakeshore has advised Enbridge of its concerns regarding the proposed pipeline depth of 1.5 metre and the impact that it would have on the safety and integrity of the existing watermain.

- a) When did the Town of Lakeshore advise Enbridge Gas of its concerns regarding the proposed pipeline depth of 1.5 metres?
- b) Did the Town of Lakeshore express these concerns in written form and if so, provide copies of the documents.
- c) Has Enbridge made the Town of Lakeshore aware that the County requires a minimum setback of 3.0 metres from the current paved edge of the roadway?
- d) What is the Town of Lakeshore's requested minimum setback from the current paved edge of the roadway to prevent interference with its watermain if the County requires a depth of 1.5 metres within 3.0 metres of the current paved edge of the roadway?

COUNTY – Q 32

TSSA Letter, dated July 21, 2020

Preamble: The TSSA states that the standards TSSA applies to pipelines is the 2015 CSA Standards.

- a) Are the requirements of the TSSA only minimum requirements?
- b) What concerns, if any, does the TSSA have if a municipality requires a standard that exceeds the requirements of the TSSA?
- c) Why is the TSSA taking the position that the 2015 CSA Standards apply to the Project which will be completed in 2020 and 2021, and not the 2019 CSA Standards?

- d) If the TSSA's position is that the 2019 CSA Standards are not currently applicable, when will the 2019 CSA Standards be relied on by the TSSA?
- e) Does the TSSA agree that it is preferable from a safety and environmental standpoint to remove an abandoned pipeline rather than leave it in place?
- f) Does the TSSA continue to support changes based on better material, welding and updated technology to continue to improve performance and quality of pipelines?
- g) Can the TSSA comment on the condition this pipeline will be in, in 50 years if it is repeatedly impacted by heavy loads and is only buried at a minimum depth of cover of 1.0 metre? Would the condition of the pipeline in 50 years be better at a minimum depth of cover of 1.5 metres?
- h) Can the TSSA comment on whether there will be an operational risk for this new proposed pipeline in 50 years? And, if so, would the risk be greater at an alignment under the paved portion of the roadway as opposed to a similar location to the existing pipeline location adjacent to the property line and out of the travelled portion of the roadway?
- i) Why is "temporary support of existing utilities if exposed at tie-in locations or service connections" a valid concern? Would this not be true for all future proposed and/or replacement and/or maintenance of other utilities that will have to cross the proposed pipeline?
- j) Can the TSSA confirm by "construction and operation of this project" they mean specific to the operation of the pipeline and not the operation of the roadway?
- k) Do the standards the TSSA relied on in giving its opinion in this matter take into consideration the nature and use of this roadway, and that overweight loads will be travelling along the pipeline Enbridge proposes to install under the unpaved shoulder?

Dated: July 31, 2020

JOSEPHINE STARK

LSO # 24691J

DAVID M. SUNDIN

LSO # 60296N

McTAGUE LAW FIRM LLP

Barristers & Solicitors

455 Pelissier Street

Windsor, Ontario N9A 6Z9

(T) 519-255-4356

(F) 519-255-4384

(E) dsundin@mctaguelaw.com

LAWYERS FOR THE INTERVENOR,
THE CORPORATION OF THE COUNTY
OF ESSEX