

ONTARIO ENERGY BOARD

IN THE MATTER OF the *Ontario Energy Board Act, 1998*,
S.O. 1998, c. 15 (Sched. B), as amended (the “OEB Act”);

AND IN THE MATTER OF an application by Enbridge Gas
Inc. under section 90 of the OEB Act for an order or orders
granting leave to construct natural gas distribution pipelines
and ancillary facilities in the City of Toronto.

SUBMISSIONS OF THE CITY OF TORONTO

A. Summary

1. The City of Toronto ("Toronto") supports the safe and reliable delivery of natural gas within its boundaries. Toronto requests Conditions of Approval that protect its residents, businesses, and infrastructure.
2. Enbridge Gas Inc. ("Enbridge") proposes to construct a natural gas pipeline (the "Project") through the densely-populated downtown of Canada's largest city. This creates substantial risks, including:
 - a. conflicts with Toronto infrastructure like the Gardiner Expressway ("Gardiner");
 - b. traffic disruption and lack of access to waterfront areas, and;
 - c. pipeline emergencies such as gas releases and explosions.
3. Major aspects of the Project have not been planned and/or disclosed in this proceeding, *e.g.* the exact location and depth of the proposed pipeline. This, coupled with the high-consequence location of the proposed pipeline, favours strong Conditions of Approval.
4. Toronto and Enbridge jointly support a Condition of Approval that "Enbridge shall obtain all necessary approvals, permits, licences, certificates, agreements and rights required to construct,

operate and maintain the Project. This condition was imposed by the Ontario Energy Board ("OEB") in three recent pipeline leave to construct decisions.¹

5. The balance of Toronto's requested Conditions of Approval relate to safety, emergency management, and financial assurances. They fall within the OEB's consideration of landowner matters and environmental, technical, and safety issues.²

6. The requested Conditions of Approval are found at **Appendix A** of these submissions.

B. The Project Raises Significant Unresolved Concerns

7. Toronto's outstanding concerns relate to infrastructure conflicts, construction impacts, and pipeline safety and emergencies. Toronto respectfully requests Conditions of Approval to mitigate these issues.

8. The OEB's Environmental Guidelines for Location, Construction and Operation of Hydrocarbon Pipelines and Facilities in Ontario ("Environmental Guidelines") provide that:

[i]f matters are not resolved by the completion of the record and if the issue is within OEB's authority, the OEB may impose related conditions to its leave to construct and other related approvals".³

9. In the OEB's recent Leave to Construct decision for Enbridge's Greater Toronto Area project, it considered the following as part of its evaluation of the public interest:

- a. need and alternatives;
- b. cost, economic evaluation, and rate impact;
- c. environmental, technical and safety issues;

¹ EB-2019-0172, Decision and Order, April 1, 2020 at p 15; EB-2019-0183, Decision and Order, April 9, 2020, p 14; EB-2019-0188, Decision and Order, May 7, 2020, p 20

² EB-2012-0451, Decision and Order, January 30, 2014, p 5

³ Ontario Energy Board, Environmental Guidelines for the Location, Construction and Operation of Hydrocarbon Pipelines and Facilities in Ontario, 7th Edition, 2016, p 9 [Environmental Guidelines]

- d. landowner matters;
- e. aboriginal consultation, and;
- f. conditions of approval.⁴

10. Toronto takes no position with regard to project need, project economics, or aboriginal consultation.

B1. Infrastructure Conflicts

11. The Project will travel through the heart of Canada's largest City. Enbridge describes the route as:

a high consequence area including characteristics such as wall-to-wall concrete, a densely populated downtown core with residential, commercial and critical customers, the Gardiner Expressway, utility congested road allowance, and close proximity to railway/public transportation.⁵

12. Enbridge acknowledges the risk associated with constructing amongst "heavily congested buried infrastructure".⁶ It further acknowledges engineering complexity related to, *inter alia*, constructing its Project close to the supports of the elevated Gardiner.⁷

13. Toronto has extensive and costly upcoming infrastructure projects along Enbridge's proposed route, including:

- a. the Gardiner rehabilitation;
- b. the Cherry Street watermain replacement;
- c. the Yonge Street watermain replacement;

⁴ EB-2012-0451, Decision and Order, January 30, 2014, p 5

⁵ EB-2020-0136, Application and Evidence of Enbridge Gas Inc, July 31, 2020, Exhibit B, Tab 1, Schedule 1, p 2 of 30 [Application and Evidence]

⁶ Application and Evidence, *supra* note 5, Exhibit I.EP.24, p 1 of 2

⁷ Application and Evidence, *supra* note 5, Exhibit I.Toronto.18, p 1 of 1

- d. the Yonge Street sanitary sewer replacement;
- e. the Lower Jarvis watermain replacement;
- f. the Cooper Street sewer rehabilitation;
- g. roadworks, including along Lakeshore Avenue East;
- h. watermain replacement on Bathurst Street, and;
- i. bikeway construction on Dan Leckie Way.⁸

14. Major aspects of the Project remain unplanned or unconsidered. There are no final drawings.⁹ The final running line and depth of the pipeline is unknown.¹⁰ Geotechnical work, including work necessary to protect the structural integrity of the Gardiner, remains outstanding.¹¹

B2. Emergency Management

15. Enbridge notes that "[a]ny pipeline defects or failures that could or do release gas into the atmosphere would most likely require a large emergency response and mitigation effort.¹² It acknowledges the risk of gas leaks causing fires¹³ or explosions.¹⁴ In the event of disaster, Enbridge would rely on Toronto's emergency responders.¹⁵

16. The Project will be located in a high-consequence, densely populated downtown core.¹⁶ Given the wall-to-wall concrete in the area¹⁷, there are no openings for escaping gas to vent to the

⁸ EB-2020-0136, Interrogatory Responses of Enbridge Gas Inc, October 21, 2020, Exhibit I.Toronto.1, p 2 of 2 [Interrogatory Response]

⁹ *Ibid*, Exhibit I.EP.21, p 1 of 1

¹⁰ *Ibid*

¹¹ *Ibid*, Exhibit I.Toronto.3, p 2 of 2

¹² Application and Evidence, *supra* note 5, Exhibit B, Tab 1, Schedule 1, p 13 of 30

¹³ EB-2020-0136, Interrogatory Responses of Enbridge Gas Inc, October 23, 2020, Exhibit I.EP.3, Attachment 2, p 5 of 9 [Supplementary Interrogatory Response]

¹⁴ EB-2020-0181, Application and Evidence of Enbridge Gas Inc, October 15, 2020, Exhibit C, Tab 2, Schedule 1, p 310 (of PDF) [Rates Application and Evidence].

¹⁵ Interrogatory Response, *supra* note 8, p 512

¹⁶ Application and Evidence, *supra* note 5, p 12

¹⁷ *Ibid*

atmosphere.¹⁸ Gas can thus migrate through underground infrastructure "into buildings, creating a gaseous and potentially explosive environment for customers and the public".¹⁹ Similarly, a gas leak "could require shutting down a section of the Gardiner Expressway and Lake Shore Boulevard to ensure public safety as well as to facilitate the emergency repair".²⁰

17. Pipeline integrity and condition is governed by Canadian Standards Association standard Z662 ("CSA Z662").²¹ Enbridge indicates that its Integrity Management Program incorporates CSA Z662.²²

B3. Traffic Disruption

18. The Project route goes through downtown Toronto, where traffic can be congested at the best of times. As acknowledged by Enbridge, this will be aggravated by the Project coinciding with the Gardiner rehabilitation.²³ It will be further aggravated by the nearly 1.5 year construction period for the Project.²⁴

19. Enbridge acknowledges that traffic levels in downtown Toronto are high, that there are various ongoing developments, and that construction may cause traffic disruptions and noise.²⁵

¹⁸ Supplementary Interrogatories Response, Exhibit I.EP.3, Attachment 2, p 4 of 9

¹⁹ *Ibid*

²⁰ Rates Application and Evidence, *supra* note 14, Exhibit C, Tab 2, Schedule 1, p 271 (of PDF)

²¹ Application and Evidence, *supra* note 5, Exhibit B, Tab 1, Schedule 1, pp 2-3 of 30

²² *Ibid*, Exhibit B, Tab 1, Schedule 1, p 3 of 30

²³ Interrogatory Response, *supra* note 8, Exhibit I.Toronto.1, p 2 of 2; Application and Evidence, *supra* note 5, Exhibit C, Tab 1, Schedule 1, Attachment 1, p 81 [Environmental Report]

²⁴ Application and Evidence, *supra* note 5, Exhibit D, Tab 1, Schedule 1, p 4 of 5

²⁵ Environmental Report, *supra*, pp 81, 97

20. There is not yet a Traffic Management Plan for the Project.²⁶ The proposed construction hours are from 7:30 am to 5:30 pm, *i.e.* during rush hour.²⁷ The Project route intersects dedicated bicycle lanes,²⁸ and vehicle and pedestrian access to the Waterfront.²⁹

C. Conditions of Approval to Mitigate Project Risks

21. Toronto requests three sets of Conditions of Approval, relating to:

- a. the planning and execution of the Project;
- b. emergency management, and;
- c. indemnities and financial assurances.

22. The 14 proposed conditions are listed at **Appendix A**. Conditions 1-4 (the "Planning Conditions") would require that:

- a. Enbridge obtain all necessary approvals, permits, *etc.* for the Project;
- b. Enbridge implement the Project in accordance with the CSA Z662 Oil & gas pipeline systems standard;
- c. Enbridge prepare and file a Project-specific Traffic Management Plan, and;
- d. Enbridge coordinate and consult with Toronto on the Project, including to avoid disrupting Toronto facilities and infrastructure.

23. Conditions 5-8 (the "Emergency Management Conditions") require that Enbridge:

- a. provide key emergency management information to Toronto, such as Enbridge's specific response times and capacities and the location of pipeline valves;

²⁶ Interrogatory Response, *supra* note 8, Exhibit I.Toronto.22, p 1 of 2

²⁷ *Ibid*, Exhibit I.Toronto.22, p 2 of 2

²⁸ *Ibid*, Exhibit I.PP.11, p 1 of 2

²⁹ *Ibid*, Exhibit I.ED.12, Attachment 2, p 1 of 1

- b. prepare Project-specific emergency plans for the construction and operation of its proposed pipeline;
 - c. work with Toronto's emergency staff in preparing for and responding to a pipeline emergency, and;
 - d. fund training and equipment necessary for Toronto staff to respond to emergencies related to the Project.
24. Conditions 9-14 (the "Financial Assurances Conditions") require that Enbridge:
- a. indemnify Toronto from claims, loss, damages, *etc.* sustained by Toronto from the construction and operation of the Project, including workaround costs for pre-existing or pre-planned Toronto infrastructure;
 - b. file a report explaining how adequate financial resources are in place to address costs from an emergency related to the Project, *e.g.* an explosion, and;
 - c. maintain property and liability insurance for the Project, naming Toronto as an additional insured.

D. The Proposed Conditions of Approval are Necessary and Supported by Precedent

25. These Conditions of Approval are required to minimize the negative impacts and risks of the Project. They are supported by OEB precedents, the Provincial Policy Statement, the Environmental Guidelines, and Canadian Energy Regulator authorities.

D.1 The Provincial Policy Statement Requires Strong Conditions

26. OEB decision-making must be consistent with the Provincial Policy Statement ("PPS"). This is set out in section 3(5) of the *Planning Act*,³⁰ the PPS,³¹ and in the Environmental Guidelines.³² The Divisional Court held that "consistent with" requires following the PPS, not merely taking it into account.³³

27. The PPS supports Toronto's proposed Conditions of Approval:

A coordinated, integrated and comprehensive approach should be used when dealing with planning matters within municipalities, across lower, single and/or upper-tier municipal boundaries, and with other orders of government, agencies and boards including...(d) infrastructure...[and] (f) natural and human-made hazards.³⁴

28. The PPS further provides that:

Major facilities and sensitive land uses shall be planned and developed to avoid, or if avoidance is not possible, minimize and mitigate any potential adverse effects from odour, noise and other contaminants, minimize risk to public health and safety, and to ensure the long-term operational and economic viability of major facilities in accordance with provincial guidelines, standards and procedures.³⁵

D.2 Planning Conditions

29. Enbridge and Toronto jointly support a Condition of Approval that Enbridge "shall obtain all necessary approvals, permits, licences, certificates, agreements and rights required to construct, operate and maintain the Project". This condition is crucial, given the Project's location in the heart

³⁰ RSO 1990, c P13

³¹ Provincial Policy Statement, 2020, under the *Planning Act*, p 2 [PPS]

³² Environmental Guidelines, *supra* note 3, p 28.

³³ *R & G Realty Management Inc v North York (City)*, [2009] OJ No 3358, paras 20-21.

³⁴ PPS, *supra* note 31, s 1.2.1.

³⁵ *Ibid*, s 1.2.6.1

of downtown Toronto, and the many potential infrastructure and traffic conflicts outlined above. The OEB has imposed an identical condition in three recent pipeline Leave to Construct decisions.³⁶

30. A condition requiring that the Project comply with the CSA Z662 standard is likewise necessary and supported by precedent. Enbridge's evidence is that:

- a. its pipeline operations and pipeline integrity activities are subject to CSA Z662;³⁷
- b. pipeline integrity failures could result in fires or explosions, and;³⁸
- c. the Project is driven by CSA Z662 requirements.³⁹

31. CSA Z662 compliance is thus an important requirement for the safe implementation of the Project, and for the people, businesses, and infrastructure along its downtown Toronto route. The OEB has imposed Conditions of Approval requiring compliance with similar hydrocarbon facilities standards.⁴⁰

32. Toronto acknowledges that the Technical Standards & Safety Authority plays a role in pipeline regulation. The scope of its role in the Project is unclear, and Enbridge advises that TSSA approval of its proposed pipeline is not required or applicable.⁴¹

33. In its June 2020 Decision and Order in EB-2020-0074, the OEB ordered that Enbridge comply with a comparable CSA standard for hydrocarbons,⁴² notwithstanding the Ministry of Natural Resources and Forestry's joint role in technical matters related to this standard.⁴³

³⁶ EB-2019-0172, Decision and Order, April 1, 2020, p 15; EB-2019-0183, Decision and Order, April 9, 2020, p 14; EB-2019-0188, Decision and Order, May 7, 2020, p 20.

³⁷ Application and Evidence, *supra* note 5, Exhibit B, Tab 1, Schedule 1, p 3 of 30

³⁸ Supplementary Interrogatory Response, *supra* note 13, Exhibit I.EP.3, Attachment 2, p 5 of 9; Rates Application and Evidence, *supra* note 14, Exhibit C, Tab 2, Schedule 1, p 310 (of PDF)

³⁹ Application and Evidence, *supra* note 3, Exhibit B, Tab 1, Schedule 1, p 4 of 30

⁴⁰ See *e.g.* EB-2020-0074, Decision and Order, June 25, 2020, p 8

⁴¹ Interrogatory Response, *supra* note 8, Exhibit I.Toronto.15, p 1 of 1

⁴² EB-2020-0074, Decision and Order, June 25, 2020 at p 8

⁴³ *Ibid* at p 4

34. Conditions requiring a traffic management plan and thorough coordination and consultation with Toronto are needed given the proposal to spend nearly 1.5 years building a pipeline through downtown Toronto.⁴⁴ This will occur at the same time as major municipal infrastructure projects including the Gardiner rehabilitation.⁴⁵ Such conditions are consistent with the Provincial Policy Statement⁴⁶ and the Environmental Guidelines, which require considering social impacts,⁴⁷ traffic disruptions,⁴⁸ and impacts on transportation facilities.⁴⁹

D.3 Emergency Management Conditions

35. Emergency management conditions are necessary given the Project's:

- a. location in Toronto's densely-populated downtown core;
- b. the proximity of residential, commercial, and critical premises and infrastructure like the Gardiner, and;
- c. the possibility of fire or explosion in the event a of a gas escape.⁵⁰

36. The PPS supports the requested emergency management conditions, including through its requirement to "minimize risk to public health and safety".⁵¹ The OEB in its report on the Energy East pipeline project stated that the pipeline proponent should be accountable to "local communities for its monitoring and emergency response measures".⁵² The National Energy Board

⁴⁴ Application and Evidence, *supra* note 5, Exhibit D, Tab 1, Schedule 1, p 4 of 5

⁴⁵ *Ibid*, Exhibit C, Tab 1, Schedule 1, Attachment 2, p 7 of 106 (p 60 of PDF)

⁴⁶ PPS, *supra* note 31, ss 1.2.1, 1.2.6.1

⁴⁷ Environmental Guidelines, *supra* note 3, p 23

⁴⁸ *Ibid*, p 29

⁴⁹ *Ibid*, p 30

⁵⁰ Application and Evidence, *supra* note 5, Exhibit B, Tab 1, Schedule 1, p 2 of 30; Supplementary Interrogatory Response, *supra* note 13, Exhibit I.EP.3, Attachment 2, p 5 of 9; Rates Application and Evidence, *supra* note 14, Exhibit C, Tab 2, Schedule 1, p 310 (of PDF).

⁵¹ PPS, *supra* note 31, s 1.2.6.1

⁵² Ontario Energy Board, Giving a Voice to Ontarians on Energy East: Report to the Minister, August 13, 2015, pp 9, 65 [*Energy East*]

(as it was then) held in its Enbridge Line 9 decision that "emergency response planning must account for site-specific characteristics and be shared with local first responders".⁵³ It required Enbridge to implement an emergency management education, liaison, and consultation program.⁵⁴

D.4 Financial Assurance Conditions

37. Financial assurance conditions are necessary given the Project's location in downtown Toronto and the possibility of fire or explosion in the event of a gas escape.⁵⁵ Toronto has extensive infrastructure along Enbridge's proposed route, such as the Gardiner.⁵⁶ Indeed, the Project will be built underneath Lakeshore Avenue and other Toronto roads.⁵⁷ Toronto should be indemnified from:

- a. direct risks to its infrastructure;
- b. third party claims arising from the Project, and;
- c. workaround costs it will incur for constructing and maintaining its extensive infrastructure around the proposed pipeline.⁵⁸

38. Authority for financial assurances is provided by section 23(1) of the *Ontario Energy Board Act, 1998*:

The Board in making an order may impose such conditions as it considers proper, and an order may be general or particular in its application.⁵⁹

⁵³ *Enbridge Pipelines Inc (Re)*, 2014 LNCNEB 4, para 216

⁵⁴ *Ibid*

⁵⁵ *Supra* note 50

⁵⁶ *Supra* note 8

⁵⁷ Interrogatory Response, *supra* note 8, Exhibit I.ED.12, Attachment 2, p 1 of 1

⁵⁸ *Supra* note 8

⁵⁹ SO 1998, c 15, Sched B [OEBA].

39. Environmental and landowner concerns require securing Enbridge's responsibility for and payment of costs arising from gas releases or negative externalities related to its pipeline. This approach was supported in the OEB's Energy East report, which evaluated that project according to the policy that "economic and environmental risks and responsibilities, including remediation, should be borne exclusively by the pipeline compan[y]", which must "provide financial assurance demonstrating [its] capability to respond to leaks and spills".⁶⁰

40. Financial assurances to ensure rapid and thorough remediation of pipeline accidents are consistent with the PPS, which requires avoiding or minimizing adverse effects and risks to public health and safety.⁶¹

41. Financial assurances are consistent with the Environmental Guidelines' concern for social impacts,⁶² impacts on utilities and transportation services,⁶³ and planned capital works.⁶⁴ The need to ensure companies maintain an appropriate amount of financial resources to pay for potential liability associated with an approved pipeline has also been recognized at the federal level.⁶⁵

E. Requested Relief

42. Toronto supports the safe and reliable delivery of natural gas within its boundaries. To further this, Toronto respectfully requests that any Leave to Construct be subject to the Conditions of Approval at **Appendix A**.

⁶⁰ *Energy East*, *supra* note 52, p 14.

⁶¹ PPS, *supra* note 31, s 1.2.6.1

⁶² Environmental Guidelines, *supra* note 3, p 23

⁶³ *Ibid*, p 29

⁶⁴ *Ibid*, p 30

⁶⁵ *Canadian Energy Regulator Act*, SC 2019, c 28, s 10, ss 137(5), 138(1).

43. With regard to the proposed form of temporary working area agreement, Toronto notes Enbridge's evidence that "[t]he Project will be constructed completely within the Road Allowances, there are no temporary land use requirements".⁶⁶

ALL OF WHICH IS RESPECTFULLY SUBMITTED.

November 9, 2020



Nicholas Rolfe

City of Toronto Legal Services

⁶⁶ Interrogatory Response, *supra* note 8, Exhibit I.STAFF.6, p 2 of 4

APPENDIX A: PROPOSED CONDITIONS OF APPROVAL

1. Enbridge Gas shall obtain all necessary approvals, permits, licences, certificates, agreements and rights required to construct, operate and maintain the Project
2. Enbridge shall cause the Project to be designed, planned, constructed, and operated in accordance with CSA Standard Z662.
3. Enbridge shall file with the OEB, at least 30 days prior to the start of construction, a Project-specific Traffic Management Plan.
4. Enbridge shall coordinate and consult in a specific, meaningful, ongoing and iterative fashion with Toronto on its planning, construction, and operation of the Project, including:
 - a. so as to avoid interrupting or interfering with planned events, activities, and uses at municipal parks and facilities;
 - b. so as to avoid disrupting, damaging, or interfering with Toronto infrastructure, and;
 - c. in drafting and updating its plans for the construction and operation of the Project.
5. Enbridge shall provide to Toronto, at least 30 days prior to the in-service date, the following information, and shall provide additional updates to Toronto in response to material changes to same:
 - a. the location and 24-hour contact information of Enbridge's Emergency Spill Response Team and any emergency response contractors within the Greater Toronto Area;
 - b. the location, types and quantity of equipment that Enbridge and its Emergency Spill Response Team and contractors have on hand to deal with pipeline spills;
 - c. the location and specifications of all valves, including automated shut-off valves and options should there be a power failure;
 - d. information regarding redundancy that is built into the system and accessible to municipal first responders, and;
 - e. Enbridge's anticipated response times in Toronto, taking into account local conditions such as traffic.
6. Enbridge shall prepare and file with the OEB, at least 30 days prior to the date construction commences, Project-specific emergency plans that shall be implemented during the construction and operation of the Project, and which account for local conditions, including providing comprehensive site-specific contingency measures that would be taken in response to emergencies.
7. Enbridge shall:
 - a. send, when a pipeline emergency occurs, and on request by Toronto, a technical specialist to Toronto's Emergency Operations Centre ("EOC") to assist in coordination of the Toronto response to a pipeline emergency. This individual, or the individuals on Enbridge's roster, shall be identified in advance to the EOC Director;

- b. provide to Toronto, when a spill or other pipeline contingency occurs, and on request by Toronto, a communications staff person/public information officer to assist in public communications coordination;
 - c. provide appropriate Enbridge staff or contractors, on request by Toronto, to meet annually with Toronto staff to review Toronto's emergency plans with a focus on the Project, and;
 - d. share details of, and invite Toronto staff to observe and/or participate in, its Project-related training exercises.
8. Enbridge shall pay for any training and equipment necessary for Toronto staff to respond to emergencies related to Enbridge's proposed and existing pipes, including any retraining reasonably required when Enbridge makes changes to its Project, including the construction and operation thereof.
9. Enbridge shall save, defend and keep harmless and fully indemnify Toronto 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 Toronto 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 Enbridge of any right or obligation under the Decision or the Order, or;
 - e. any breach by Enbridge of the OEB Decision or the OrderEnbridge's indemnity set out in this section expressly extends to all acts and omissions of Enbridge's employees, officers, contractors, and agents.
10. Without limiting the generality of the foregoing, Enbridge shall fully indemnify Toronto for all workaround costs caused by, attributable to, or connected with constructing or maintaining Toronto infrastructure that was existing or planned as of the date of the commencement of construction of the Project.
11. Within 30 days of the completion of construction of the Project, and upon any material changes, Enbridge 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 Project or the existing pipeline, and how financial security has been set aside to cover all such costs related to the Project.
12. Enbridge 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 "Enbridge Insurance"), and naming Toronto as an additional insured.

13. Enbridge shall provide Toronto with certificates of insurance in respect of the Enbridge Insurance recording Toronto as an additional insured. Thereafter, Enbridge shall provide Toronto with evidence of all renewals of the Enbridge Insurance in a certificate of insurance form reasonably acceptable to Toronto.
14. The policies under the Enbridge Insurance shall provide:
 - a. that they are primary insurance which will not call into contribution any other insurance available to Toronto except to the extent of claims arising from the negligence of Toronto and those for whom Toronto is responsible in law, and;
 - b. that the Enbridge Insurance shall not be cancelled, without the insurer providing at least thirty (30) business days' notice to Toronto by registered mail.