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**Enbridge Gas Inc.**  
P.O. Box 2001  
50 Keil Drive N.  
Chatham, Ontario, N7M 5M1  
Canada

September 30, 2021

Christine Long  
Registrar  
Ontario Energy Board  
2300 Yonge Street, 27th  
Floor Toronto, ON  
M4P 1E4

**BY RESS AND EMAIL**

Dear Christine Long:

**Re: Enbridge Gas Inc. (Enbridge Gas)  
Ontario Energy Board File No.: EB-2021-0079  
Corunna and Ladysmith Well Application (REDACTED)  
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.

In accordance with the OEB's revised Practice Direction on Confidential Filings effective February 17, 2021, all personal information has been redacted from the following:

- Exhibit I.STAFF.4, Attachment 1 - Letter of Support
- Exhibit I.STAFF.4, Attachment 2 - Gas Storage Lease Agreement

The confidential unredacted attachments will be provided to the OEB under separate cover. We are also providing the correspondence log and related documents referenced in Exhibit I.STAFF.5, setting out the Enbridge Gas discussions with the Robbins', under separate cover and are not providing a redacted version for the public record because these documents contain an abundance of personal information about the Robbins' and should attract confidential treatment. Enbridge Gas is also providing a copy of these documents to the Robbins' for their reference.

The above noted submission has been filed electronically through the OEB's RESS and will be made available on Enbridge Gas's website at:  
<https://www.enbridgegas.com/about-enbridge-gas/regulatory>

If you have any questions, please contact the undersigned.

Sincerely,

(Original Digitally Signed)

Adam Stiers  
Manager, Regulatory Applications – Leave to Construct

cc.: T. Persad (Legal counsel, Enbridge Gas)  
J. Fernandes (OEB Staff)  
Intervenors (EB-2021-0079)

ENBRIDGE GAS INC.

Answer to Interrogatory from  
Ontario Energy Board Staff (STAFF)

Interrogatory

Reference:

Exh C/Tab 1/Sch 1, pp. 2,3

Preamble:

In its application, Enbridge Gas requested that a favourable report be issued by September 16, 2021 in order to undertake the well drilling activity in October 2021. Enbridge Gas stated that otherwise the Project will need to be deferred to 2022 following the close of storage withdrawal operations.

Question(s):

1. Please provide a response to the following questions regarding the Project schedule:
  - a) Please explain why it is necessary for Enbridge Gas to install the proposed wells in the fall of this year.
  - b) Please comment on the implications for the Project if the planned well drilling cannot take place in October 2021.
  - c) What is the latest time by which Enbridge Gas would need to be licensed to permit Enbridge Gas to not defer the Project to 2022? For example, could Enbridge Gas stagger injections into the various pools such that observation wells TC 8 and TL 8 would be last in the injection cycle?
2. Please confirm whether Enbridge Gas has now deferred the Project to 2022.
  - a) If so, please advise when in 2022 Enbridge Gas expects to undertake the Project.
  - b) If not, please advise as to when a decision is needed if Enbridge Gas expects to undertake construction prior to 2022.
3. Does Enbridge Gas intend to construct both wells in a single construction project?

4. If only one well licence were granted in time for fall 2021 construction, would Enbridge Gas defer the construction of both wells to 2022, or would it proceed to install the one well for which a licence had been granted?

Responses:

1.
  - a) Enbridge Gas was targeting to complete the installation of the wells in the fall of 2021 in order to ensure that the associated drilling activities were completed before storage injection operations commenced and to ensure that reef pressures are low enough to safely drill the wells.
  - b) If the proposed drilling activities cannot take place in October 2021, the drilling will have to take place in 2022 upon completion of withdrawal operations when the reef pressure is suitably low to safely drill the wells.
  - c) As proposed by Enbridge Gas in its Application, the Company needed to receive a favourable report of the OEB by mid-September in order to receive a drilling permit from the MNDMNRF by the beginning of October which would allow the completion of drilling in 2021. Based on past drilling permit applications, it is anticipated that it would take approximately three weeks to one month to receive a drilling permit from MNDMNRF. In order to maintain the injection schedule and to ensure that the pools are full and ready for winter withdrawal, Enbridge Gas could not delay storage injections and has had to commence injection operations in both Pools.
2.
  - a) Confirmed. Enbridge Gas expects to undertake the Project between May and July of 2022.
  - b) Please see the response at Exhibit I.STAFF.1, 2. a).
3. Yes, Enbridge Gas intends to construct both wells in a single construction project.
4. As discussed in the response at Exhibit I.STAFF.1, 2. a), since the window for Project construction in 2021 has now passed, Enbridge Gas now proposes to drill both wells in 2022.

ENBRIDGE GAS INC.

Answer to Interrogatory from  
Ontario Energy Board Staff (STAFF)

Interrogatory

Reference:

Exh E/Tab1/Sch 1/p.1-3

Preamble:

Section 10 of the Oil, Gas and Salt Resources of Ontario, Provincial Operating Standards requires that facilities for storage of hydrocarbons in underground formations shall be designed, constructed, operated, maintained and abandoned in accordance with CSA Standard Z341 – Storage of Hydrocarbons in Underground Formations (CSA Z341).

As a condition of approval in past proceedings, the OEB has required that the applicant conform with the relevant requirements of the CSA Z341 to the satisfaction of the Ministry of Northern Development, Mines, Natural Resources and Forestry (MNDMNRF). In its application, Enbridge Gas has acknowledged this requirement. Enbridge Gas states that it has completed the following risk assessment activities for each of the storage pools:

- Assessment of neighbouring activities (“Assessment”) to determine the impact of the Project on wells within 1 km, operations within 5 km, and the integrity of all wells penetrating the storage zone
- “What If” Analysis of hazards and operability issues of well drilling for each of the Pools. This was provided to the MNDMNRF in 2015 for the drilling of TC 8 and TC 9H wells<sup>1</sup>; in 2018 for the drilling of TL 9 and TL 8 wells<sup>2</sup> and in 2020 as part of Enbridge Gas’s 2021/2022 Storage Enhancement Project<sup>3</sup>:

Enbridge Gas further states that the MNDMNRF did not communicate any concern with any of these past “What if” analyses.

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<sup>1</sup> EB-2015-0303

<sup>2</sup> EB-2019-0012

<sup>3</sup> EB-2020-0256

Question(s):

1. Has Enbridge Gas had any discussions with the MNDMNRF regarding MNDMNRF's review and provision of its comments and conclusion on compliance with CSA Z341? If so, please provide a summary of those discussions.
2. Does Enbridge Gas have any objection to the OEB imposing a condition of approval that requires Enbridge Gas to conform to the relevant requirements of CSA Z341 to the satisfaction of the MNDMNRF? If so, please explain Enbridge Gas's opposition to such a condition.
3. The facilities addressed by CSA Z341 include wells, well heads, subsurface equipment, and safety equipment (including monitoring, control, and emergency shutdown systems). Does Enbridge Gas accept that as operator of these facilities it has a responsibility to ensure that all safety and environmental issues are addressed and that it will comply with the Oil, Gas and Salt Resources of Ontario Act, O. Reg. 245/97 and CSA Z341?

Responses:

1. Enbridge Gas offered to meet with MNDMNRF staff in an email dated August 10, 2021. As of the date of this filing, Enbridge Gas has not received any further response from MNDMNRF.
2. No, Enbridge Gas does not have any objection to the OEB imposing such a condition.
3. Yes, Enbridge Gas accepts responsibility for all safety and environmental issues and will comply with the *Oil, Gas and Salt Resources of Ontario Act, O. Reg 245/97* and CSA Z341.1.

ENBRIDGE GAS INC.

Answer to Interrogatory from  
Ontario Energy Board Staff (STAFF)

Interrogatory

Reference:

Exh F/ Tab 1/ Sch 1/ p. 2,3 and Attachment 4

Preamble:

Enbridge Gas states that the Stage 2 AA survey for observation well TL 8 identified one archaeological location (Location 1), with 19th to 20th century Euro-Canadian artifact scatter. Enbridge states that given the presence of at least 20 diagnostic artifacts that date to a period of use before 1900, Location 1 fulfills the criteria for further Stage 3 archaeological investigation. Enbridge Gas states that the Stage 3 AA survey will be completed in summer 2021.

Question(s):

1. Please confirm whether the Stage 3 AA survey has been completed.
2. Has the Stage 3 AA report been submitted to the Ministry of Heritage, Sport, Tourism and Cultural Industries (MHSTCI)?
3. Has Enbridge Gas received the MHSTCI clearance letter? If not, please provide an update on the status of this approval including when Enbridge Gas expects to receive approval.

Responses:

The Stage 3 AA has not yet been completed and no Stage 3 AA report has been submitted to the MHSTCI.

As a result of the ongoing negotiations with the third-party farmer discussed at Exhibit G, Tab 1, Schedule 1, the Stage 3 AA has been delayed. Given these ongoing negotiations and the expectation (as discussed in the response at Exhibit I.STAFF.1) that Project construction will be deferred to 2022, Enbridge Gas has re-scheduled the Stage 3 AA to take place in November 2021 and expects to receive a clearance letter from the MHSTCI in early 2022.

ENBRIDGE GAS INC.

Answer to Interrogatory from  
Ontario Energy Board Staff (STAFF)

Interrogatory

Reference:

Exh G/Tab 1/Sch1/pp.1-3 and Summary of OPCC Comments, Exh F/ Tab 1/ Sch 1/  
Attachment 8, p.1

Preamble:

Enbridge Gas states that land use requirements for the Project consist of the construction of gravel pads and access lanes, all located on privately owned lands. Enbridge Gas also states that its land agents have contacted the parties directly impacted by the Project.

Question(s):

1. Please confirm whether any of the landowners that have been notified have indicated their support of the Project. If possible, please provide any letters of support from the landowners. If not, please provide an update on the status of any negotiations that are underway.
2. Enbridge Gas states that its legal right to drill observation well TL8 is based on the existing Gas Storage Lease with the third-party farmer and this negates any concerns from ongoing negotiations. Enbridge Gas also states that it has provided the third-party farmer with a Letter of Acknowledgment.
  - a) Please explain what Enbridge Gas means by these statements. What is the purpose of the Letter of Acknowledgment given the existing Gas Storage Lease with the third-party farmer?
  - b) Please explain the nature of the ongoing negotiations.
  - c) If possible, please provide a copy of the Gas Storage Lease.
3. Has Enbridge Gas obtained the required easement from Infrastructure Ontario for the permanent gravel lane to be constructed that intersects with the existing gravel road owned by St. Clair Township? If not, please provide an update on the status of obtaining this easement.

4. Has Enbridge Gas obtained the access road easement required from Hydro One Networks Inc.? If not, please provide an update on the status of this required easement.
5. The application states that St. Clair Township has agreed to transfer ownership of the existing gravel road to Enbridge Gas and that Enbridge Gas has signed the transfer agreement. Please provide an update on the status of this transfer.

Responses:

1. Enbridge Gas owns the property on which observation well TC 8 will be drilled, and these lands have been leased to a local tenant farmer who has provided a letter of support (please see Attachment 1 to this response).

Enbridge Gas is in ongoing discussions with Infrastructure Ontario regarding the easement associated with the proposed permanent gravel lane. Infrastructure Ontario is supportive of the Project and is in the process of completing its review of the Company's easement request at this time. Enbridge Gas expects to have the easement in place in advance of Project construction in 2022.

Similarly, St Clair Township has supported the Project by agreeing to transfer ownership of the existing gravel road to Enbridge Gas.

As indicated in the Letter of Comment filed on September 6, 2021, while Enbridge Gas holds a Gas Storage Lease with Claire and Helen Robbins for the property where observation well TL 8 is proposed to be drilled, the Robbins' have outstanding concerns regarding the proposed Project. As a result, negotiations are ongoing.

2.
  - a) The Letter of Acknowledgement is a document which formally outlines the work to be completed as part of the proposed Project and the compensation Enbridge Gas intends to provide landowners in return. The fact that the Company has provided the Letter of Acknowledgement in no way diminishes its rights under the Gas Storage Lease held with the Robbins'.
  - b) As discussed in the response at part a), Enbridge Gas has offered to compensate the Robbins' fairly and in a manner consistent with comparable projects and industry standards. Unfortunately, the Robbins' have indicated that they will not accept this offer. Enbridge Gas is optimistic that through ongoing negotiations we will be able to come to an agreement with the Robbins' in advance of the commencement of project construction in 2022.
  - c) A copy of Enbridge Gas's Gas Storage Lease with the Robbins' is set out at Attachment 2 to this response.



3. Please see the response at part 1. above.
4. Hydro One Networks Inc. ("HONI") holds an easement that the Company will cross for the purposes of constructing the Project. Therefore, Enbridge Gas is seeking to obtain a Construction and Encroachment agreement from HONI and is in ongoing discussions for the same. Enbridge Gas expects to have this agreement in place with HONI in advance of Project construction in 2022.
5. This transfer is completed and registered as L263673.

From: [REDACTED]  
Sent: Sunday, August 29, 2021 10:16 PM  
To: Chris Pincombe <[Chris.Pincombe@enbridge.com](mailto:Chris.Pincombe@enbridge.com)>  
Subject: RE: [External] Re: Enbridge Proposed Well TC 8

**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.

To whom it may concern .

On January 7,2021 Enbridge Gas Inc.made me aware of the proposed Corunna and Ladysmith Well Drilling Application to the OEB (EB-2021-0079).As a tenant on the Corunna site I wish to express my support for this project and Enbridge Gas's associated application to the Ontario Energy Board.

[REDACTED]



# Document General

Form 4 — Land Registration Reform Act, 1984

**D**

<b>FOR OFFICE USE ONLY</b>	RECEIVED FEB - 3 PM 3:00	
	NUMBER [REDACTED]	
	CERTIFICATE OF REGISTRATION	
	FEB 8 1994	
	LAMBTON No. 25 SARNIA LAND REGISTRAR	
	New Property Identifiers	
Executions		
Additional: See Schedule <input type="checkbox"/>		
Additional: See Schedule <input type="checkbox"/>		
(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>		
(2) Page 1 of 5 pages		
(3) Property Identifier(s) Block Property		
Additional: See Schedule <input type="checkbox"/>		
(4) Nature of Document		
GAS STORAGE LEASE AGREEMENT.		
(5) Consideration		
One Dollar..... Dollars \$ 1.00		
(6) Description		
All of [REDACTED] in the Township of Moore, in the County of Lambton, in the Province of Ontario.		
(7) This Document Contains:		
(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>		
(b) Schedule for:		
Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>		

(8) This Document provides as follows:

(Gas Storage Lease Agreement attached).

Continued on Schedule ☐

(9) This Document relates to instrument number(s) 711957

(10) Party(ies) (Set out Status or Interest)	Name(s)	Signature(s)	Date of Signature Y M D
	[REDACTED]	[REDACTED]	1992 03 18
	[REDACTED]	[REDACTED]	1992 03 18

(11) Address for Service [REDACTED]

(12) Party(ies) (Set out Status or Interest)	Name(s)	Signature(s)	Date of Signature Y M D
	ESSO RESOURCES CANADA LIMITED (Lessee)	[REDACTED]	1992 03 27
	PRESIDENT AND CHIEF EXECUTIVE OFFICER	[REDACTED]	
	ASSISTANT SECRETARY	[REDACTED]	

I/We have authority to bind the Corporation.

(13) Address for Service P. O. Box 1720 Blenheim, Ontario N0P 1A0

(14) Municipal Address of Property	(15) Document Prepared by:	<b>FOR OFFICE USE ONLY</b>	Fees and Tax	
[REDACTED]	H. R. Wilton Resources (Kent) Ltd.		Registration Fee	[REDACTED]
	P. O. Box 1720			
	Blenheim, Ontario			
	N0P 1A0		Total	

# Gas Storage Lease Agreement

This Agreement made this 18th day of March, 1992

BETWEEN

of the Township of Moore in the County of Lambton

and Province of Ontario, hereinafter called the "Lessor", of the First Part, and Esso Resources Canada Limited, a body corporate with head office at the City of Calgary in the Province of Alberta hereinafter called the "Lessee", of the Second Part.

WHEREAS the Lessor is the registered owner of or is entitled to become the registered owner of an estate in fee simple in that certain parcel or tract of land, situate, lying and being in the Township of Moore in the County of Lambton, Province of Ontario, described as follows:

All of [REDACTED] in the Township of Moore, in the County of Lambton, in the Province of Ontario.

containing in all [REDACTED] acres, more or less (hereinafter called the "said lands") subject to an oil and gas lease dated the 13th day of JUNE, 1991, and registered on the 24th day of March, 1992, in the Registry Office for the County of Lambton as No. [REDACTED], for the Township of MOORE (hereinafter called "the oil and gas lease");

AND WHEREAS the Lessor has agreed to lease the sub-surface of the said lands to the Lessee for the purposes and on the terms and conditions hereinafter set forth;

WITNESSETH that in consideration of the sum of [REDACTED] Dollars (\$ [REDACTED]) now paid to the Lessor by the Lessee (the receipt of which is hereby acknowledged) and the further rents, covenants and agreements hereinafter reserved and contained:

The Lessor doth hereby demise and lease unto the Lessee, its successors and assigns all and singular the said lands save and except the surface rights thereto, save as hereinafter provided, (hereinafter called "the demised lands"), to be held by the Lessee, subject to the oil and gas lease, as tenant for a term of Ten (10) years from the date hereof, subject to renewal as hereinafter provided, for the purpose of injecting, storing and withdrawing gas, natural and/or artificial, (hereinafter collectively referred to as "gas") within or from the demised lands;

Yielding and paying therefor a clear annual rental at the rate of [REDACTED] Dollar (\$ [REDACTED]) per acre of the demised lands (the payment of the first annual rental is hereby acknowledged as received) payable in advance on the anniversary date hereof in each year during the term hereof; together with the sum of [REDACTED]

Dollars (\$ [REDACTED]) for each acre (and/or fraction thereof) of the surface of the demised lands occupied by the Lessee at any time during any lease year for the purpose of the Lessee's operations hereunder, payable in arrears at the end of such lease year; provided that if the Lessor is already being compensated by the Lessee for its occupation of such surface under any other Agreement with the Lessee, the total rate of compensation for such occupation payable by the Lessee shall not exceed the aforesaid sum.

AND FOR THE CONSIDERATION, rentals and payments aforesaid, the Lessor doth also hereby give and grant unto the Lessee insofar as the Lessor has the right so to grant the same, the right, liberty and privilege in, upon, or across the surface of the demised lands to drill wells, to re-work, operate or abandon any and all wells now or hereafter drilled on the demised lands, to lay down, construct, operate, maintain, inspect, remove, replace, reconstruct and repair roadways, pipes or pipe lines, tanks, stations, structures, compressors and equipment necessary or incidental to the operations of the Lessee hereinbefore described; together with the right of withdrawing from the demised lands and of selling or otherwise disposing of the same, all such waters, salts, minerals and other substances as may be necessary to allow the injection and storage of gas therein and with the right of entering upon, using and occupying so much of the surface of the demised lands as may be necessary or convenient to carry on such operations and to fence any portion of the surface of the demised lands used by the Lessee.

**THE LESSOR COVENANTS AND AGREES TO AND WITH THE LESSEE:**

1. Promptly to pay and satisfy all taxes, rates and assessments that may be assessed or levied against the said lands during the continuance of this Agreement.
2. That the Lessor has good title to the said lands as hereinbefore set forth, has good right and full power to lease the demised lands, rights and privileges in the manner aforesaid and that the Lessee upon performing and observing the covenants and conditions on the Lessee's part herein contained shall and may peacefully possess and enjoy the demised lands and the rights and privileges hereby granted during the said term and any renewal thereof without any interruption or disturbance from or by the Lessor or by any person whomsoever claiming under the Lessor.
3. That at the expiration of the term of Ten (10) years hereinbefore mentioned, unless the Lessee shall give written notice to the Lessor of its desire not to renew this Agreement, the same shall automatically be renewed as to that part of the demised lands then held by the Lessee, together with the rights and privileges hereunder, and the term extended for a further period of Ten (10) years at the annual rental then being paid as herein provided. Such extended term and each succeeding term thereafter shall be subject to all the provisions hereof including this provision for renewal.
4. That if the Lessor owns an interest in the demised lands less than the entire fee simple estate, the rentals and payments to be paid hereunder shall be paid to the Lessor only in the proportion which the Lessor's interest bears to the whole and undivided fee.

**THE LESSEE HEREBY COVENANTS AND AGREES TO AND WITH THE LESSOR:**

5. To pay the rentals hereinbefore reserved in each and every year in advance during the currency of this Agreement.
6. To pay all taxes, rates and assessments that may be assessed or levied in respect of any and all machinery, compressors, equipment, tanks, structures and works placed by the Lessee in, on, or over the demised lands.
7. To conduct all its operations on the demised lands in a diligent, careful and workmanlike manner and in compliance with the provisions of law applicable to such operations and where such provisions of law conflict or are at variance with the provisions of this Agreement such provisions of law shall prevail.
8. Save as herein specifically provided with respect to the purchase by the Lessee of the Lessor's interest in such of the gas and oil and related hydrocarbons as are contained in the demised lands, there is hereby excepted and reserved to the Lessor in respect of all waters, salts, minerals and other substances withdrawn, saved and sold or otherwise disposed of from the demised lands hereunder, a gross royalty of five percent (5%) of the current market value of such substances at the wellhead.
9. Not to drill or operate a well within two hundred feet of any residence or barn on the said lands without the Lessor's consent, and when required by the Lessor to bury pipe lines below ordinary plough depth.
10. To pay and be responsible for all damages and injuries sustained by the Lessor caused by or attributable to the operations of the Lessee and upon the abandonment of any well and the cessation of operations by the Lessee to restore the surface thereof to the same condition, so far as may be practicable, as existed before the entry thereon and use thereof by the Lessee.
11. That upon surrendering any of its interest in the demised lands to the Lessor, it shall at its own expense register such surrender in the Registry Office for the Registry Division in which the said lands are situated.

**THE LESSOR AND THE LESSEE DO HEREBY MUTUALLY COVENANT AND AGREE EACH WITH THE OTHER AS FOLLOWS:**

12. The Lessee shall have the right at any time and from time to time to surrender this Agreement as to any or all portions of the demised lands, whereupon this Agreement and all payments hereunder shall be terminated as to the demised lands so surrendered and the surface thereof; provided that the Lessee shall have no right to surrender this Agreement in respect of any portion of the demised lands lying within a storage area so designated by law, unless such surrender be for the whole of the demised lands and its entire interest under this Agreement.
  13. The Lessee shall at all times during the currency of this Agreement and for a period of six months following the termination thereof or following a surrender either in whole or in part have the right to remove or cause to be removed from the said lands all tanks, stations, structures, fixtures, pipe lines, compressors, material and equipment of whatsoever nature or kind which it may have placed in or on the said lands or on any area surrendered and to pull casing in wells drilled and/or operated on the demised lands pursuant to the terms of this Agreement.
  14. The Lessee may delegate, assign or convey to other corporations or persons, partnerships, associations and other unincorporated bodies, all or any of the powers, privileges, rights or interests demised, granted, leased or conferred upon the Lessee herein and may enter into all agreements, contracts and writings and do all things necessary to give effect to this clause.
  15. In case there is or shall be any tax, mortgage, encumbrance, lien, balance of purchase money or other charge upon the said lands which has priority to this Agreement other than the oil and gas lease, the Lessor hereby authorizes the Lessee to pay at its option any or all compensation and/or rents which shall become payable hereunder in or towards the discharge of such tax, mortgage, encumbrance, lien, balance of purchase money, or other charge upon the said lands and thereupon the Lessee shall at its option become subrogated to the rights of the holder thereof.
  16. Subject to its rights, if any, under the oil and gas lease, the Lessee shall not inject gas into the demised lands under the provisions hereof until it has offered to the Lessor the additional acreage rental to be paid to the Lessor in respect of its storage operations to be conducted hereunder in the manner hereinafter provided and until it has offered to purchase from the Lessor, as hereinafter provided, the Lessor's interest in such of the gas and oil and related hydrocarbons (hereinafter called "the petroleum substances") contained in the demised lands as are liable on the withdrawal of the gas so injected to be co-mingled indistinguishably therewith as to their respective volumes, or as are liable to be rendered commercially unrecoverable by reason of such injection or the storage operations to be conducted by the Lessee hereunder. Nothing herein shall prevent the Lessee from and it is hereby given the right at any time and from time to time to purchase the Lessor's interest in any or all the other petroleum substances contained in the demised lands.
  17. The purchase price of any of the petroleum substances to be purchased by the Lessee under Clause 16 hereof shall be computed as follows:
    - (a) (i) 12½% of the current market value at the wellhead of all petroleum substances commercially recoverable from the demised lands in liquid form; and
    - (ii) 2¢ per m.c.f. of all other petroleum substances commercially recoverable from the demised lands down to a reservoir pressure of 50 pounds p.s.i.a.;

— or —

  - (b) in the manner hereinafter provided.
18. In the event that the Lessee desires to purchase any of the petroleum substances as provided in Clauses 16 and 17 hereof, it shall give written notice to the Lessor of the quantity thereof to be purchased, the price therefor computed as provided in Clause 17(a) and the effective date of such purchase. The Lessee shall in addition state the additional acreage rental to be paid by the Lessee in respect of its storage operations to be conducted hereunder. The Lessor shall within Thirty (30) days from the receipt of the aforesaid notice advise the Lessee that it disputes either the purchase price or the additional acreage rental or

both of them and in default of such notice of dispute the Lessor shall be deemed to have agreed thereto and the same shall become final and binding upon the Lessor and the Lessee. In the event that the Lessor gives such notice of dispute, such purchase price and additional acreage rental and any other compensation payable to the Lessor in respect of the Lessee's storage rights hereunder shall be determined by a board of arbitration in the manner provided under the Energy Board Act of Ontario and the regulations thereunder or under any act or regulations in amendment or substitution therefor.

19. Subject to the terms of any order made by the board of arbitration aforesaid, payment of the purchase price shall be made to the Lessor in five equal annual instalments. The first payment of the purchase price shall be made and payment of the additional storage rental shall commence effective the date on which the Lessee first commences to inject gas into the demised lands or into any other lands within a gas storage area so designated by law with which the demised lands form a common storage pool or reservoir; and subsequent payments of such purchase price and storage rental shall be made on the anniversary dates thereof.

20. All payments to the Lessor provided for in this Agreement shall at the Lessee's option be paid or tendered either to the Lessor or to the Lessor's "agent" named in and pursuant to this Clause or to the "depository" herein named. All such payments or tenders may be made by cheque or draft of the Lessee payable to the order of the Lessor or his agent, or in cash, either mailed or delivered to the Lessor or his agent, as the case may be, or to the depository, as the Lessee may elect. Payments or tenders made by mail as herein provided shall be deemed conclusively to have been received by the addressee forty-eight (48) hours after such mailing.

The Lessor does hereby appoint.....of  
pay direct to Lessor.....as his agent as aforesaid and  
.....(Bank or Trust Company),  
at....., and its successors, as his depository as aforesaid.

All payments to the depository shall be for the credit of the Lessor or his agent, as the case may be. The agent and the depository shall be deemed to be acting on behalf of the Lessor and shall continue as the agent and depository, respectively, of the Lessor for receipt of any and all sums payable hereunder regardless of any change or division in ownership (whether by sale, surrender, assignment, sublease or otherwise) of the demised lands or any part thereof or the rentals and other payments hereunder unless and until the Lessor gives the notice mentioned herein. All payments made to the agent or depository as herein provided shall fully discharge the Lessee from all further obligation and liability in respect thereof. No change in agent or depository shall be binding upon the Lessee unless and until the Lessor shall have given Thirty (30) days' notice in writing to the Lessee to make such payments to another agent or a depository at a given address which changes will be specified in such notice; provided however, that only one such agent and one such depository, both of whom shall be resident in Canada, shall have authority to act on behalf of the Lessor at any one time.

21. This Agreement expresses and constitutes the entire agreement between the Parties, and no implied covenant or liability of any kind is created or shall arise by reason of these presents or anything herein contained.

22. All notices to be given hereunder may be given by letter delivered or mailed, postage prepaid, and addressed to the Lessor at.....and to Esso Resources Canada Limited at P.O. Box 1720 Blerheim, Ontario N0P 1A0, or such other address as either from time to time may appoint in writing, and every such notice so mailed shall be deemed to be given to and received by the addressee Forty-eight (48) hours after such mailing.

23. Subject as hereinbefore provided, this Agreement shall enure to the benefit of and be binding upon the Parties hereto and each of them, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Parties hereto have executed and delivered these presents as of the day and year first above written.

SIGNED, SEALED AND DELIVERED  
In the Presence of:

[Redacted Signature]

[Redacted Signature]

ESSO RESOURCES CANADA LIMITED

[Redacted Signature]

PRESIDENT AND  
CHIEF EXECUTIVE OFFICER

ASSISTANT SECRETARY

**Affidavit of Residence and of Value of the Consideration**  
**Form 1 - Land Transfer Tax Act**

Refer to all instructions on reverse side.

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) All of [REDACTED], in the  
[REDACTED] in the Township of Moore, in the County of  
Lambton, in the Province of Ontario.

BY (print names of all transferors in full) [REDACTED]

TO (see instruction 1 and print names of all transferees in full)

ESSO RESOURCES CANADA LIMITED

1. (see instruction 2 and print name(s) in full) [REDACTED]

**MAKE OATH AND SAY THAT:**

1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)): (see instruction 2)

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;  
☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;  
☐ (c) A transferee named in the above-described conveyance;

☒ (d) The authorized agent or solicitor acting in this transaction for (insert name(s) of principal(s)) ESSO RESOURCES CANADA LIMITED

☐ described in paragraph(s) (a), (b), (c) above; (strike out references to inapplicable paragraphs)

☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name(s) of corporation(s)) [REDACTED]

☐ described in paragraph(s) (a), (b), (c) above; (strike out references to inapplicable paragraphs)

☐ (f) A transferee described in paragraph ( ) (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) [REDACTED] who is my spouse described in paragraph ( ) (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.

2. (To be completed where the value of the consideration for the conveyance exceeds \$400,000).

I have read and considered the definition of "single family residence" set out in clause 1(1)(j) of the Act. The land conveyed in the above-described conveyance

- ☐ contains at least one and not more than two single family residences.  
☐ does not contain a single family residence.  
☐ contains more than two single family residences. (see instruction 2)

**Note:** Clause 2(1)(d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$400,000 where the conveyance contains at least one and not more than two single family residences.

3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5) None.

**4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:**

- (a) Monies paid or to be paid in cash ..... \$ [REDACTED]  
(b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price) ..... \$ Nil  
(ii) Given back to vendor ..... \$ Nil  
(c) Property transferred in exchange (detail below) ..... \$ Nil  
(d) Securities transferred to the value of (detail below) ..... \$ Nil  
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject ..... \$ Nil  
(f) Other valuable consideration subject to land transfer tax (detail below) ..... \$ Nil  
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f)) ..... \$ [REDACTED]  
(h) VALUE OF ALL CHATTELS - items of tangible personal property (Retail Sales Tax is payable on the value of all chattels unless exempt under the provisions of the "Retail Sales Tax Act", R.S.O. 1980, c.454, as amended) ..... \$ Nil  
(i) Other consideration for transaction not included in (g) or (h) above ..... \$ Nil  
(j) TOTAL CONSIDERATION ..... \$ [REDACTED]

All Blanks  
Must Be  
Filled In.  
Insert "Nil"  
Where  
Applicable.

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6)

N/A

6. If the consideration is nominal, is the land subject to any encumbrance? Undetermined.

7. Other remarks and explanations, if necessary. The attached Gas Storage Lease Agreement is a conveyance of only the mineral rights to the land and exemption from land transfer tax is claimed as provided under paragraph 3 of subsection 3(1) of Regulation 571 R.R.O. 1980.

Sworn before me at the Town of Blenheim,  
in the County of Kent,

this 19th day of March 1992

[REDACTED] BEVERLY HOWARD WILTON  
A Commissioner, etc., Province of Ontario  
for R. R. Wilton Resources (Kent) Ltd.  
A Commissioner for taking Affidavits, etc. Expires September 30, 1992.

**Property Information Record**

- A. Describe nature of instrument: Gas Storage Lease Agreement.  
B. (i) Address of property being conveyed (if available) Not applicable.  
(ii) Assessment Roll No. (if available) Not applicable.  
C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) Not applicable.  
D. (i) Registration number for last conveyance of property being conveyed (if available) Not applicable.  
(ii) Legal description of property conveyed: Same as in D.(i) above. Yes ☐ No ☐ Not known ☐  
E. Name(s) and address(es) of each transferee's solicitor  
Not applicable.

For Land Registry Office Use Only	
Registration No.	
Registration Date	Land Registry Office No.

**School Tax Support (Voluntary Election) See reverse for explanation**

- (a) Are all individual transferees Roman Catholic? Yes ☐ No ☐  
(b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Yes ☐ No ☐  
(c) Do all individual transferees have French Language Education Rights? Yes ☐ No ☐  
(d) If Yes, do all individual transferees wish to support the French Language School Board (where established)? Yes ☐ No ☐

NOTE: As to (c) and (d) the land being transferred will be assigned to the French Public School Board or Sector unless otherwise directed in (a) and (b).

ENBRIDGE GAS INC.

Answer to Interrogatory from  
Ontario Energy Board Staff (STAFF)

Interrogatory

Reference:

Intervention Request letter of Claire and Helen Robbins (the Robbins) and  
Environmental Report, p.3

Preamble:

The Robbins state that the proposed well TL8 will infringe on their farming infrastructure and future development of buildings and residential sites. They state that recent work on TL9 (which was located 635 metres from their residence) produced excessive noise, vibration and lighting distractions which brought concerns for both their health and the health of their livestock. They further state that as the proposed well TL8 will only be 175 metres from their residence and livestock facilities, they expect the disruption will be magnified.

The Environmental Report (ER) notes that Enbridge Gas may be required to obtain a permit/approval with respect to By-Law Number 44 of 2014 of the Corporation of the Township of St. Clair, being a by-law regulating and prohibiting within the Township of St. Clair noise or noises likely to disturb the inhabitants.

Question(s):

1. Please provide Enbridge Gas's response to the Robbins' concerns:
  - a) Please include without limitation, a discussion of any noise, vibration and lighting distractions in relation to the Robbins' property that may be caused by the proposed TL8 well.
  - b) Please provide a summary of any discussions that Enbridge Gas has had with the Robbins.
  - c) Please describe any actions that Enbridge Gas has undertaken or that Enbridge Gas intends to undertake to address the concerns raised by the Robbins.
2. Please discuss Enbridge Gas's experience with mitigating impacts of well drilling projects on livestock.



3. Please confirm whether Enbridge Gas does require a permit/approval with respect to By-Law Number 44. If so, please provide an update on the status of this permit/approval and advise how this permit/approval has a bearing, if any, on the concerns raised by the Robbins.

Responses:

1.
  - a) Enbridge Gas recognizes that there may be noise, lighting and vibration concerns during the building and reclamation of the drilling pad and during the drilling operations. The drill pad and access laneway will be built and reclaimed during daylight hours only and should not provide undue disturbances to the Robbins'.

Well drilling is planned to be conducted day and night over a period of approximately 10 to 14 days. In order to mitigate noise and vibration concerns, Enbridge Gas intends to:

- i. place sea cans (steel shipping containers) between the rig and the Robbins' property, to act as both sound and visual barriers;
- ii. install hospital grade mufflers on equipment to reduce sound levels; and
- iii. install rubber mats under the rig and generator to reduce vibration.

These methods were employed during the drilling of natural gas storage wells in Enbridge Gas' Dow Moore Storage Pool in 2019 and as a result the Company did not receive any complaints regarding noise or vibration.

Further, Enbridge Gas retained Ortech Consulting Inc., to conduct a Sound and Vibration Study ("Study") during the drilling of the natural gas storage wells in the Dow Moore Storage Pool in 2019. The Study concluded that sound levels measured at a location 185 metres from the rig were minimal and only slightly higher during drilling (average drilling measurement was 50 dBa) than during measurement of only background sound (average background measurement was 42 dBa). The average background vibration levels at a location 185 m from the rig were measured at 0.1 mm/sec and during drilling operations, remained unchanged at 0.1 mm/sec.

The Township of St. Clair maintains By-Law 44 of 2014, "for regulating and prohibiting within the Township of St. Clair noise or noises likely to disturb inhabitants". The By-Law is qualitative in nature and does not provide any quantitative guidelines with respect to noise, leaving judgement to the discretion of regulatory enforcement officials.

b) & c)

Please see the Correspondence Log at Attachment 1 to this response for details of Enbridge Gas's discussions with the Robbins related to the Project, including actions taken by the Company to address the concerns raised by the Robbins in their Letter of Comment dated September 6, 2021. As the Correspondence Log contains personal information it has been filed with the OEB and OEB Staff in confidence under separate cover.

Enbridge Gas believes it has taken all reasonable steps to date to address the Robbins' expressed concerns about the Project and Enbridge Gas is committed to continuing ongoing consultations with the Robbins to address any outstanding concerns in a reasonable manner and to execute a Letter of Acknowledgement in advance of the commencement of Project construction in 2022.

In their September 6, 2021 Letter of Comment, the Robbins also raise two additional matters that have no bearing upon Enbridge Gas's current Application or the proposed observation well TL 8:

- **2020 Depth of Cover Remediation NPS 10 Payne Kimball Line –** Enbridge Gas has been in ongoing negotiations with Mr. Robbins regarding the remediation of this pipeline since 2019. Enbridge Gas has agreed to Mr. Robbins' requests in this regard but Mr. Robbins has thus far declined to execute any agreement with the Company for the same. While this pipeline is located on Mr. Robbins' property, it is not related in any way to TL 8.
- **Well Site #T009043 Rehabilitation –** Enbridge Gas is currently in the process of completing an environmental study to support the remediation of this well and expects to complete all such related works (i.e. environmental study, remediation/rehabilitation) by the end of 2021. This well site is **not** located on Mr. Robbins' property and is not related in any way to TL 8.

2. Enbridge Gas believes that the measures identified in the responses at part 1 above will lessen or eliminate any of the impacts on livestock described by the Robbins in their September 6, 2021 Letter of Comment to the OEB. Further, Enbridge Gas commits to continuing to work with the Robbins to find additional or alternative solutions if the proposed mitigation measures are not successful.
3. While Enbridge Gas understands that it is possible to obtain an exemption from this by-law from the Township of St. Clair (not a permit), the Company has not historically required any such exemption to construct similar Projects and does not anticipate the need in this instance. If for any reason, an exemption is required in order to construct the Project, then the Company would ensure that it was obtained in advance of the commencement of construction. Please also see the response at part 1. a) above for context regarding the nature of this by-law.

ENBRIDGE GAS INC.

Answer to Interrogatory from  
Ontario Energy Board Staff (STAFF)

Interrogatory

Reference:

Letter of Comment - Gary Robbins

Preamble:

Mr. Gary Robbins (referred to as Gary Robbins to distinguish him from Claire and Helen Robbins, referred to in Staff-5), who has an adjacent property, raises concern about the Project stating that Enbridge Gas installed a new drain last year where the former swale and tile drain but it is proving insufficient to catch much of the water due to the significantly increased amount of runoff. Gary Robbins states that the Enbridge Gas development has changed the grades and elevations and there are increasing amounts of water running off onto his property.

Question(s):

1. Please provide Enbridge Gas's response to Gary Robbins' concern:
  - a) Please i describe Enbridge Gas's understanding of the issue described by Gary Robbins.
  - b) Please discuss how the proposed TL8 project is expected to affect drainage on the Gary Robbins property.
  - c) Please provide a summary of any discussions that Enbridge Gas has had with Gary Robbins.
  - d) Please describe any actions that Enbridge Gas has undertaken or that Enbridge Gas intends to undertake to address Gary Robbins' concern.

Responses:

1.

- a) The issue raised by Mr. Robbins and referred to in the Preamble above does not relate in any way to the proposed Project or to the lands affected by the proposed Project.

Mr. Robbins filed a similar Letter of Comment with the OEB as part of Enbridge Gas' Ladysmith Storage Pool Project proceeding (EB-2019-0012) regarding the same drainage problem. In order to address Mr. Robbins' concerns at that time, the Company hired a drainage contractor to survey and rectify the problem by installing 360' of 6" tile in the naturally occurring low-lying area where ponding occurs (the total cost of which was approximately \$12,000). It is important to note that this is a naturally occurring lower elevation that both the Enbridge Gas owned property and Mr. Robbins' property drain to. Enbridge Gas has subsequently spoken to Mr. Robbins on several occasions following the completion of these works and he did not indicate to the Company in any of those instances that he had any remaining or novel concerns in this regard.

- b) TL 8 is located on the opposite side of Courtright Line and will not affect the drainage on Mr. Robbins' property.
- c) On September 3, 2021, Mr. Robbins phoned Enbridge Gas land agents to suggest that the Company should construct a swale along the western edge of the Company's laneway to stop the water from flowing to the natural lower elevation (where the tile has been installed to address his drainage concerns) and into his property. In response, Enbridge Gas advised Mr. Robbins that his concerns and suggestion would be considered.
- d) As discussed in the response at part 1. a), Enbridge Gas has already rectified the concern raised by Mr. Robbins, at significant cost, by hiring a drainage contractor to survey and install 360' of 6" tile in the naturally occurring low-lying area where ponding occurs.

ENBRIDGE GAS INC.

Answer to Interrogatory from  
Ontario Energy Board Staff (STAFF)

Interrogatory

Reference:

Environmental Report, Section 1.4, p. 3 and Exh H/ Tab 1/ Sch 1/ Att 1, p.3

Preamble:

Enbridge Gas has identified that approval may be required from the St. Clair Region Conservation Authority.

Question(s):

Please confirm whether any approval or permit that is required from St. Clair Region Conservation Authority has been obtained. If not, please provide an update on the status of any required permit/approval.

Response:

A permit has been obtained from the St. Clair Region Conservation Authority for the proposed Project works on August 6, 2021. The permit is valid from August 6, 2021 to August 6, 2023.

ENBRIDGE GAS INC.

Answer to Interrogatory from  
Ontario Energy Board Staff (STAFF)

Interrogatory

Reference:

Exh A/Tab 2/Sch 1

Preamble:

Enbridge Gas has applied for well drilling licences under section 40(1) of the OEB Act. Should the OEB determine that it is appropriate to do so it would issue a favourable report to the Minister of Natural Resources<sup>4</sup> recommending the issuance of the well licences and may also recommend certain conditions.

Question(s):

1. Please comment on the OEB staff proposed conditions of licence set out below. Please note that these conditions are draft and subject to additions or changes.

**Application under Section 40 of the OEB Act  
Enbridge Gas Inc. EB-2021-0079  
PROPOSED CONDITIONS OF LICENCE**

1. Enbridge Gas Inc. (Enbridge Gas) shall rely on the evidence filed with the OEB in the EB-2021-0079 proceeding and comply with applicable laws, regulations and codes pertaining to the construction of the proposed wells.
2. The authority granted under this licence to Enbridge Gas is not transferable to another party without leave of the OEB. For the purpose of this condition, another party is any party except Enbridge Gas.
3. Enbridge Gas shall construct the facilities and restore the land in accordance with its application and evidence given to the OEB, except as modified by this licence and these Conditions.
4. Enbridge Gas shall implement all the recommendations of the Environmental Report filed in the proceeding.

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<sup>4</sup> Currently the Minister of Northern Development, Mines, Natural Resources and Forestry

5. Prior to commencement of construction of the Proposed Well, Enbridge Gas shall obtain all necessary approvals, permits, licences, certificates, agreements and rights required to construct, operate and maintain the proposed well.
6. Enbridge Gas shall ensure that the movement of equipment is carried out in compliance with all procedures filed with the OEB, and as follows:
  - i. Enbridge Gas shall make reasonable efforts to keep the affected landowner(s) as well as adjacent landowners and their respective tenant farmers, or their designated representatives, informed of its plans and construction activities; and
  - ii. The installation of facilities and construction shall be coordinated to minimize disruption of agricultural land and agricultural activities.
7. Enbridge Gas shall, subject to the recommendation by an independent tile contractor and subject to the landowner's approval, construct upstream and downstream drainage headers adjacent to the drilling area and access roads that cross existing systematic drainage tiles, prior to the delivery of heavy equipment, so that continual drainage will be maintained.
8. Both during and after construction, Enbridge Gas shall monitor the impacts of construction, and shall file with the OEB 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's 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's adherence to Condition 1;
  - ii. Describe the condition of any rehabilitated land;
  - iii. Describe the effectiveness of any actions taken to prevent or mitigate any identified impacts during 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, the rationale for taking such actions.
9. For the purposes of these conditions, Enbridge Gas shall conform with:
- a) CSA Z341.1-18 "Storage of Hydrocarbons in Underground Formations" to the satisfaction of the Ministry of Northern Development, Mines, Natural Resources and Forestry (MNDMNRF); and
  - b) The requirements for wells as specified in the *Oil, Gas and Salt Resources Act*, its Regulation 245/97, and the Provincial Operating Standards v.2 to the satisfaction of the MNDMNRF.
10. Enbridge Gas shall designate one of its employees as project manager who will be the point of contact for these conditions, and shall provide the employee's name and contact information to the MNDMNRF, the OEB and to all affected landowners, and shall clearly post the project manager's contact information in a prominent place at the construction site.



Response:

Enbridge Gas has no concerns with regard to the conditions of approval proposed by OEB Staff at this time.