



Dave Janisse
Technical Manager
Leave to Construct Applications
Regulatory Affairs

tel 519-436-5442
EGIRegulatoryProceedings@enbridge.com

Enbridge Gas Inc.
50 Keil Drive
Chatham, Ontario N7M 5M1
Canada

November 16, 2021

VIA EMAIL and RESS

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

Dear Ms. Long:

**Re: Enbridge Gas Inc. (“Enbridge Gas” or “the Company”)
Ontario Energy Board (“OEB”) File: EB-2021-0205
Greenstone Pipeline Project
Submission on Confidential Treatment of Customer Contract Information**

Pursuant to the OEB’s Procedural Order No.1, and in effort to simplify the Company’s submission on confidential treatment of the Northern Gas Distribution Contract between Enbridge Gas and Greenstone Gold Mines LP (“Contract”), Enbridge Gas wishes to provide additional information in relation to its confidentiality request and to summarize its submission in its entirety. Enbridge Gas appreciates the OEB’s accommodation of additional submissions on this matter.

On September 10, 2021, Enbridge Gas filed its application and evidence for the Greenstone Pipeline Project. To support the need for the project, Enbridge Gas filed a redacted version of the Contract which has given rise to the need to construct the Greenstone Pipeline. Enbridge Gas redacted the following information from the Contract:

- Within Section 11 of the Contract, the date at which Greenstone Gold Mines LP (“GGM”) can terminate the Contract;
- Within Appendix A of the Contract, the payment date and amounts due from GGM to Enbridge Gas for Contribution in Aid of Construction (“CIAC”);
- Within Schedule 1 of the Contract, customer-specific distribution parameters including daily contract demand, customer balancing service parameters, negotiated delivery charges, and hourly consumption and pressure amounts; and
- Authorized signatory names and signatures.

Enbridge Gas has outlined its position on each of the redacted Contract elements below.

Termination Clause

Prior to filing the application and evidence on September 10, 2021, GGM requested that Enbridge Gas redact the date by which GGM can terminate the Contract. It was the Company’s understanding that disclosure of this information would provide commercially sensitive, non-public information about GGM’s commercial commitments prior to GGM publicly committing to construction of their project.

Enbridge Gas submits that it was proper to treat this information as confidential information pursuant to the OEB's *Practice Direction on Confidential Filings* ("Practice Direction") at the time of filing because disclosure of the information could result in prejudice to GGM's competitive position and/or interfere with negotiations being carried out by GGM in relation to their project. However, now that more than two months have passed since filing and GGM has now publicly committed to construction of their project, Enbridge Gas confirmed with GGM that this information is no longer commercially sensitive and can be disclosed. Enbridge Gas is therefore withdrawing its request for confidential treatment of this portion of the Contract. A revised redacted version of Exhibit B, Tab 1, Schedule 1, Attachment 1 (the Contract) is attached to this submission.

CIAC Payment Schedule & Distribution Contract Parameters

Enbridge Gas is requesting confidential treatment of the CIAC payment schedule and specific distribution contract parameters pursuant to the Practice Direction.

As noted in Enbridge Gas's letter dated November 3, 2021, this type of customer contract information has consistently been treated as confidential by the OEB. Examples of the OEB applying confidential treatment to similar information within customer contracts include, but are not limited to, the 2021 Sarnia Industrial Line Reinforcement Project¹, the Sudbury Expansion Project², and the 2015 Sarnia Expansion Project.³

Also, section 5.3 of the OEB's *Gas Distribution Access Rule* requires that a gas distributor not disclose customer information to anyone other than the OEB, without the customer's written consent, unless specifically authorized by the OEB and Enbridge Gas did not have GGM's consent to disclose the redacted information.

The CIAC payment schedule outlines the financial payment obligations of GGM to Enbridge Gas and is information that Enbridge Gas consistently treats in a confidential manner. In a generic sense, public disclosure of customer-specific financial payment obligations at the level of granularity outlined in Appendix A of the Contract may provide insight into a customer's financial situation, such as specific cashflows, that is not otherwise known publicly. This insight may result in a variety of harms to Enbridge Gas's customers including, but not limited to, prejudice to a customer's competitive position and interference with a customer's ongoing commercial negotiations.

Disclosure of customer-specific distribution contract parameters, including daily contract demand, customer balancing service parameters, and hourly consumption and pressure amounts, may provide insight into a customer's daily or hourly demand for natural gas, thereby diminishing their competitive position when procuring natural gas in the market. Public disclosure of a customer's negotiated delivery charge in the Contract prejudices both the customer's and Enbridge Gas's competitive position in future negotiations of contracts which involve negotiated rates.

Enbridge Gas understands that GGM intends to address these points more specifically in its own submissions to the OEB.

¹ EB-2019-0218, Application and Evidence, October 7, 2019, Exhibit B, Tab 1, Schedule 2, Attachment 1

² EB-2015-0120, Updated response to Board Staff 5, July 8, 2015

³ EB-2014-0333, Application and Evidence, November 4, 2014, Schedule 3-1 and Schedule 3-2

Authorized Signatory Names and Signatures

Enbridge Gas has redacted the names and signatures of the authorized signatories of the Contract as this information is considered personal information and is protected under the *Freedom of Information and Protection of Privacy Act*.

Conclusion

As outlined above, Enbridge Gas has attached an updated redacted version of the Contract. Enbridge Gas requests that the redacted information be treated as confidential information pursuant to the Practice Direction for the reasons outlined above.

If you have any questions, please contact the undersigned.

Yours truly,

(Originally Signed)

Dave Janisse
Technical Manager, Leave to Construct Applications

Contract ID	
Contract Name	GREENSTONE GOLD

This Northern **GAS DISTRIBUTION CONTRACT (“Contract”)**, made as of the 22nd day of February, 2021 (the “**Effective Date**”).

BETWEEN:

Enbridge Gas Inc.

hereinafter called "**the Company**"

- and -

Greenstone Gold Mines LP

hereinafter called "**Customer**"

WHEREAS, the Company has built, or proposes to build approximately 14 kilometres of distribution pipeline from the TCPL Mainline north of Geraldton, including Customer Sales Meter Station (the “**Expansion Facilities**”) to increase the capacity of the pipeline system and to serve the mine and processing facilities to be constructed by Customer on the south side of Highway 11, approximately 2 kilometres south of the town of Geraldton, Ontario (the “**Plant**”);

AND WHEREAS, in order to meet the projected in-service date of the Plant, the Customer has requested that upon execution of this Contract, the Company proceed with all work necessary to complete the development and construction of the Expansion Facilities, including, without limitation, seeking all required governmental, regulatory and other third party approvals, consents, orders and authorizations;

AND WHEREAS, Customer has requested from the Company and the Company has agreed to provide Customer with Services as specified in Schedule 1 (the “**Services**”);

AND WHEREAS, if Customer has elected direct purchase services, Customer will be responsible for supplying Gas to the Company;

AND WHEREAS, the Company will distribute Gas to Customer’s Point(s) of Consumption under this Contract pursuant to the Rate Schedule identified in Schedule 1;

IN CONSIDERATION of the mutual covenants contained herein, and other good and valuable consideration, the receipt of and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. INCORPORATIONS

The following are hereby incorporated in and form part of this Contract:

- a) Contract Parameters contained in Schedule 1 as amended from time to time; and
- b) The latest posted version of the Northern Gas Distribution Service Terms and Conditions contained in Schedule 2 subject to Section 12.18 of the Company's general terms and conditions applicable to Union Rate Zones ("General Terms and Conditions"); and
- c) The latest posted version of the General Terms and Conditions subject to Section 12.18 of the General Terms and Conditions; and
- d) Rate Schedule(s) as identified in Schedule 1 as amended from time to time and as approved by the Ontario Energy Board; and
- e) Appendix "A" - Payment Schedule.

All capitalized terms used but not defined herein shall have the meanings ascribed to them in the General Terms and Conditions.

2. CONDITIONS PRECEDENT

The obligations of the Company to provide the Services hereunder are subject to the following conditions precedent that are for the sole benefit of the Company and which may be waived or extended, in whole or in part, by Company in the manner provided for in this Contract:

- a) the Company shall have obtained, in form and substance satisfactory to the Company, and all conditions shall have been satisfied under, all governmental, regulatory and other third party approvals, consents, orders and authorizations, that are required to:
 - i. provide the Services; and
 - ii. construct the Expansion Facilities; and
- b) the Company shall have obtained all internal approvals that are necessary or appropriate to:
 - i. provide the Services; and
 - ii. construct the Expansion Facilities; and
- c) the Company shall have completed and placed into service the Expansion Facilities; and
- d) financial assurances acceptable to the Company shall be supplied and maintained by Customer in accordance with the General Terms and Conditions and Section 10 of this Contract; and
- e) the Company shall have received a CIAC (as defined below) from Customer pursuant to Section 7 of this Contract; and

- f) if Customer has elected Bundled Transportation Services (“**Bundled T**”), Customer and the Company shall have executed and maintained in good standing a Northern Bundled T Contract.

The Company and Customer shall each use commercially reasonable efforts to satisfy and fulfill the conditions precedent specified in Sections 2 a), c), d), e), and f) (to extent same is within its control). The Company shall notify Customer forthwith in writing of the satisfaction or waiver of each condition precedent. If any of the conditions precedent in this Section 2 is not satisfied or waived by Company, the Company may, upon written Notice, terminate this Contract and upon giving such Notice, this Contract shall be of no further force and effect and each of the parties shall be released from all further obligations hereunder, subject to Customer’s obligations pursuant to Section 11 herein. Should this Contract be terminated by virtue of this Section 2, Customer and the Company shall remain bound by any pre-existing Gas Distribution Contract(s). Notwithstanding the foregoing, and for greater certainty, if Customer is in default of its obligations under Section 7 or Section 10 of this Contract, the Notice and remedy period as set out in Section 3 of the General Terms and Conditions will apply.

3. CONTRACT TERM

This Contract shall be binding and effective from the Effective Date. However, the Services, obligations, terms and conditions hereunder shall commence on the later of (such later date being the “**Day of First Delivery**”) (a) March 1, 2023, and (b) the date that the last condition precedent as set out in Section 2 is satisfied or waived by the Company. Subject to the provisions hereof, the Contract shall continue in full force and effect for a period of ten (10) Contract Years from the Day of First Delivery (the “**Initial Term**”) and continuing thereafter on a year to year basis unless written Notice to terminate is provided by either the Company or Customer. Such Notice must be delivered at least three (3) months prior to the end of the then-current term.

“**Contract Year**” means a period of twelve (12) consecutive Months, beginning on March 1 of any Contract Year and ending on the subsequent last day of February, except for the first contract year which shall begin on the Day of First Delivery and end on the subsequent last day of February.

4. SERVICES PROVIDED

The Company agrees to provide Services as specified in Schedule 1 and Customer agrees to pay for such Services pursuant to these Contract terms and conditions as set out in this Contract, the referenced attachments, and the rate(s) referenced in Schedule 1.

If Customer has elected Bundled T Services, and if the Company does not receive Gas from Customer under a Northern Bundled T Contract, then the Company’s obligations to provide

Services under this Contract may, at the Company's option, be suspended or terminated by the Company. This suspension or termination will be effective as of the date specified in the Company's notice to Customer, notwithstanding the Notice provisions of the General Terms and Conditions.

5. NOTICES

Notices shall be delivered pursuant to the Notice provision of the Company's General Terms and Conditions (Section 4) and delivered to the addresses as referenced in Schedule 1.

6. EXPANSION FACILITIES

The Company will use commercially reasonable efforts to construct the Expansion Facilities to serve the Plant by March 1, 2023 (the "**Target Date**"). Notwithstanding the foregoing, the Customer acknowledges that delays may be possible and the Target Date may not be achievable due to factors beyond the Company's reasonable control. The Company shall not be responsible for any costs, losses or damages incurred by Customer as a result of the Day of First Delivery being earlier or later than the Target Date. The Company will provide written Notice to Customer when the Expansion Facilities are complete and placed into service.

The Company and Customer agree that the Company shall not be obligated to construct any portion of the Expansion Facilities between December 15 of any year and March 31 of the subsequent calendar year.

7. CONTRIBUTION IN AID OF CONSTRUCTION

- a) The Company has completed its initial financial analysis of the work required to complete the construction and commissioning of the Expansion Facilities and other associated upgrades to the Company's gas distribution system and related infrastructure (collectively referred to as the "**Work**") and estimates that, based on current plans, completion of the Work will require a total investment of approximately \$24,590,413.10. The Company will make an estimated capital investment in the Work of \$4,632,402.85 (the "**Enbridge Investment**"), which will be recovered from Customer through the rates payable to the Company by Customer for Services during the Initial Term. The Company requires a contribution in aid of construction ("**CIAC**") from Customer in the estimated amount of \$19,958,010.25 (the "**Estimated CIAC**"). The Final CIAC Amount (as defined below) will be based upon the actual costs to complete the Work.
- b) Customer acknowledges that: (i) the Estimated CIAC is only an estimate and is subject to finalization as set out in this Contract, and (ii) the costs to be incurred in connection with the Work and the determination of the route to be used, may be subject to, among other

things, environmental review, public consultation, final route selection, and regulatory requirements and approvals.

- c) During performance of the Work, the Company will keep Customer apprised of: (i) the status and timing of the Work, (ii) any matters that will materially affect the cost of the Work and the CIAC amount, and (iii) any material changes to the Estimated CIAC. In the event that the Company determines that the Estimated CIAC is required to be increased, then (i) the amounts and payment schedule set out in Appendix “A” may be revised by the Company, and (ii) Customer shall pay the revised Estimated CIAC to the Company, and in accordance with any revised payment schedule provided by the Company.
- d) The Company shall invoice Customer for the Estimated CIAC in accordance with the payment schedule in Appendix “A”, as amended by the Company from time to time in accordance with this Contract. Customer agrees to pay each invoice delivered by the Company in accordance with this Section within thirty (30) days of receipt thereof. Payments made by Customer under this Section will be credited against Customer’s CIAC payment obligation set out herein. The dates and amounts set out in the payment schedule in Appendix “A” are estimates only. The actual dates and amounts will be based upon: (i) the dates upon which the Company commits to the relevant costs; and (ii) the relevant costs. Company and Customer acknowledge that Customer has made a payment prior to the Effective Date (such payment as shown in Appendix “A”) (the “**Prior Payment**”) toward its CIAC payment obligations set out herein.
- e) Within fifteen (15) months of the date of completion of the Work, the Company will establish the final amount of the CIAC (the “**Final CIAC Amount**”) based on the actual costs incurred to complete the Work, and in a manner consistent with its then current feasibility policies and guidelines filed with the Ontario Energy Board, and shall notify Customer of such Final CIAC Amount and any remaining amounts owing by Customer or the Company, as the case may be, in order to balance the total Estimated CIAC payments made by Customer against the Final CIAC Amount. Each party hereto agrees to pay any balance owing in respect of the Final CIAC Amount within thirty (30) days of notice thereof to Customer. Upon request, Company will provide Customer with reasonable details of the calculation of the Final CIAC Amount.

8. **TAXES**

Each of the parties shall be responsible for the payment of all taxes, duties, levies, charges and contributions (“**Taxes**”) for which the respective party is liable as imposed by any appropriate government authority in connection with this Agreement. All amounts due or payable by the

Customer are exclusive of any applicable value added or goods and service Taxes, or sales Taxes imposed on the sale of goods or the performance of services. Taxes imposed on the Customer shall be separately stated and identified on each invoice issued by the Company in compliance with appropriate tax laws or regulations. The Customer shall provide the Company with exemption documentation as required by the applicable governmental authority where exemption from Taxes is claimed.

9. LATE PAYMENT CHARGES

Any amounts due and payable by Customer to the Company arising under Sections 7 and 11 of this Contract shall, if not paid by the due date thereof, be subject to late payment charges equal to 1.5% per month (for a nominal rate of 18% per annum compounded monthly) on any unpaid balance including previous arrears.

10. CREDIT REQUIREMENTS

In addition to the terms of Section 5.04 of the General Terms and Conditions, the Company may, at any time prior to and during the Initial Term, request additional financial assurances to cover the potential financial exposure to the Company to the end of the Initial Term. Such financial assurances shall be determined by the Company in a commercially reasonable manner and may include, without limitation, financial assurances to cover the potential financial exposure to the Company for Project Costs (as defined below) and Cancellation Costs (as defined below), and capital invested by the Company for Expansion Facilities. Subject to Section 11 of this Contract, failure to provide and maintain such additional financial assurances, and requests for such assurances or adjustments thereto, shall be treated in a manner provided for in Section 5.04 of the General Terms and Conditions.

Notwithstanding anything else contained in this Contract, the Company agrees that it will not require the Customer to provide any financial assurances prior to June 1, 2022.

11. TERMINATION PRIOR TO COMPLETION OF EXPANSION FACILITIES

The Customer shall have the right to terminate this Contract at any time prior to November 30, 2021 if it has made a decision to not proceed with the construction of the Plant, by giving written Notice to Company, subject to the terms hereof.

If this Contract is terminated by the Company pursuant to any of Sections 2a), c), d), e) or f) or by the Customer pursuant to this Section 11, then:

- a) Upon such termination, this Contract shall be of no further force and effect and each of the parties shall be released from all further obligations hereunder, provided that any rights or remedies that a party may have for breaches of this Contract prior to such

termination and any liability that a party may have incurred prior to such termination, and the parties' obligations under this Section 11, shall not thereby be released;

- b) Customer shall reimburse the Company for all Project Costs; and
- c) Customer shall reimburse the Company for all reasonable cancellation costs, fees or other amounts paid under contracts entered into by the Company to support the satisfaction of the conditions precedent set out in Section 2 ("**Cancellation Costs**").

The Company may invoice amounts under this Section from time to time, with the expectation that there will be an invoice rendered within 30 days of termination, and subsequent invoices as additional amounts payable hereunder are incurred from time to time. After delivery of such Notice of termination by the Company or Customer, as applicable, the Company will use commercially reasonable efforts to cease incurring Project Costs and to mitigate Cancellation Costs upon such termination. In no event shall the Company invoice Customer for any Cancellation Costs or Project Costs not previously invoiced by the Company after 12 months from the termination date. Without limiting the foregoing, Customer shall have the right to audit at Customer's expense the costs claimed for reimbursement by the Company for a period of six (6) months after each invoice is issued.

Notwithstanding anything else contained in this Contract, if this Contract is terminated by the Company as a result of it not satisfying the condition precedent set forth in Section 2b), Company shall not be required to reimburse the Customer for the Prior Payment and Customer acknowledges that the Company is entitled to retain the Prior Payment in consideration of the work it has completed prior to the Effective Date.

"Project Costs" means any and all reasonable costs (including litigation costs, cancellation costs, carrying costs, and third party claims) expenses, losses, demands, damages, obligations, or other liabilities (whether of a capital or operating nature, and whether incurred or suffered before or after the date of this Contract) of the Company including amounts paid to affiliates in accordance with the Affiliate Relationship Code as established by the Ontario Energy Board) in connection with or in respect of development and construction of the Expansion Facilities (including without limitation the construction and placing into service of the Expansion Facilities, the obtaining of all governmental, regulatory, and other third party approvals, and the obtaining of rights of way) except for costs that have arisen from the gross negligence, fraud, or willful misconduct of the Company.

**Greenstone Gold Mines LP,
by its Managing Partner Greenstone
Gold Mines GP Inc.**

A black rectangular box redacting the signature of the authorized signatory for Greenstone Gold Mines LP.

Authorized Signatory

A black rectangular box redacting the printed name of the authorized signatory for Greenstone Gold Mines LP.

Please Print Name

Enbridge Gas Inc.

A black rectangular box redacting the signature of the authorized signatory for Enbridge Gas Inc.

Authorized Signatory

A black rectangular box redacting the printed name of the authorized signatory for Enbridge Gas Inc.

Please Print Name

APPENDIX “A” – PAYMENT SCHEDULE

Date	CIAC Amount
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Contract ID	
Contract Name	GREENSTONE GOLD

Schedule 1

Northern Gas Distribution Contract General Contract Parameters

1. **DATES**

This Schedule 1 is effective on the Day of First Delivery.
Each Contract Year shall end on the last day of February.

2. **POINT OF RECEIPT FOR NORTH T-SERVICE**

Gas under this Contract will be received by the Company for Service at the following Point of Receipt: Western Delivery Area.

3. **TYPE OF SERVICE**

Service under this Contract shall be a combination of Firm and/or Interruptible service in the quantity and for the Point(s) of Consumption, Point(s) of Receipt and Point(s) of Delivery specified in this Schedule 1.

i) Distribution Parameters:

Service	Daily Contract Demand (m ³ /Day)
Rate 100 – Large Volume High Load Factor Firm Service – T Service	██████
Rate 25 – Large Volume Interruptible Service – Sales Service – May 1 to October 31	██████
Rate 25 – Large Volume Interruptible Service – Sales Service – November 1 to April 30	██████

ii) Customer Balancing Service

Daily Minimum (GJ)	Daily Maximum (GJ)	Contract Sharing	Rank
█	██████	N/A	N/A

4. **RATES FOR SERVICE**

i. Charges will be as specified as in the applicable Rate Schedule(s).

ii. **Rate 25 - Large Volume Interruptible - Transportation Service:**

Delivery Charge ██████ \$/m³ Effective March 1, 2023

Rate 25 - Large Volume Interruptible - Sales Service:

Delivery Charge [REDACTED] \$/m³ Effective March 1, 2023

- iii. Rate 25 Gas Supply Charge is determined and amended from time to time by the Company to reflect market pricing. In circumstances where Rate 25 Gas sales service is interrupted by the Company, Gas supply may be available under the Rate 30 Rate Schedule.
- iv. For customer balancing service (CBS), charges are posted on the Company's website.

5. POINTS OF CONSUMPTION, HOURLY FLOW & DELIVERY PRESSURE

The Company agrees to deliver Gas based on the following parameters:

Meter #	Location Description	Firm Hourly Quantity (FHQ) (m3)	Maximum Hourly Flow (m3)	Min Gauge Pressure (kPa)
TBD	Hwy 11, Geraldton	[REDACTED]	[REDACTED]	[REDACTED]

6. MINIMUM ANNUAL VOLUME ("MAV")

Contract Year 1

Firm MAV	61,440,000	m ³ /year
----------	------------	----------------------

Contract Years 2 to 10

Firm MAV	81,993,600	m ³ /year
----------	------------	----------------------