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June 23, 2022

**VIA EMAIL and RESS**

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

Dear Nancy Marconi:

**Re: Enbridge Gas Inc. (Enbridge Gas)  
Ontario Energy Board (OEB) File: EB-2022-0003  
NPS 20 Waterfront Relocation Project  
Reply Submission**

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Consistent with the OEB's Procedural Order No. 1, enclosed please find the reply submission of Enbridge Gas in the above noted proceeding.

The above noted submission has been filed electronically through the OEB's RESS.

Please contact the undersigned if you have any questions.

Yours truly,

Dave Janisse  
Technical Manager, Leave to Construct Applications

**ONTARIO ENERGY BOARD**

**Enbridge Gas Inc. – Application for leave to construct two natural gas pipelines and associated facilities in the City of Toronto**

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**APPLICATION FOR LEAVE TO CONSTRUCT  
REPLY ARGUMENT OF ENBRIDGE GAS INC.**

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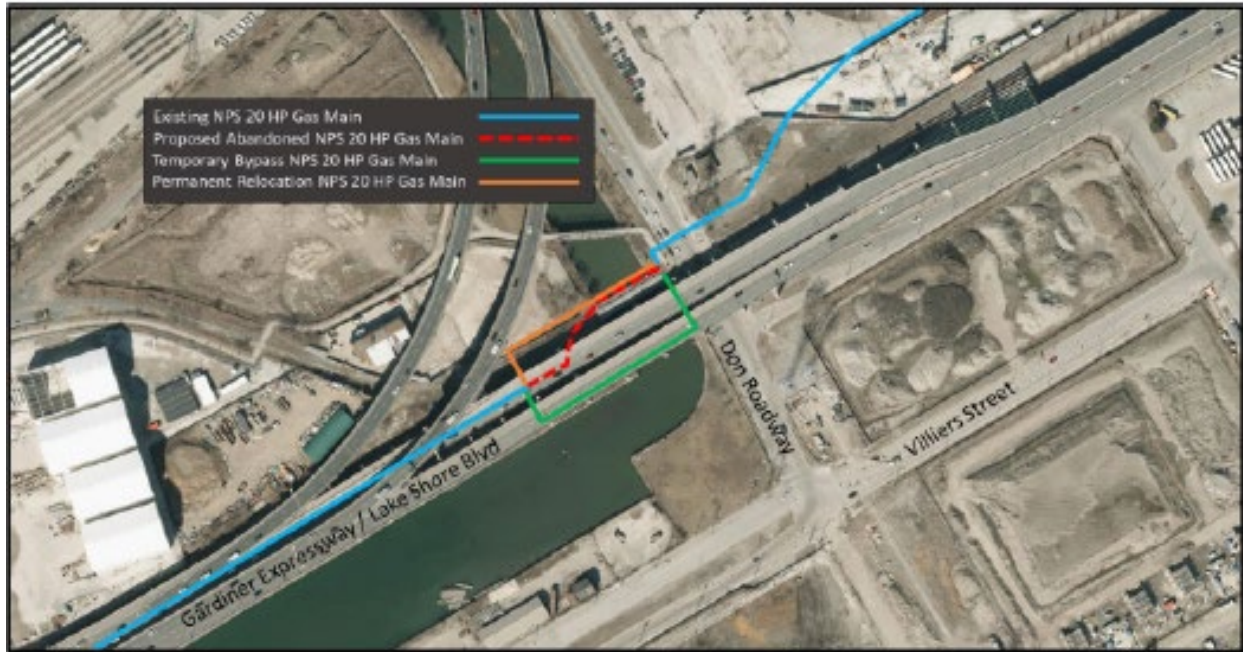
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Counsel to Enbridge Gas Inc.

## Introduction

1. Enbridge Gas Inc. (“**Enbridge Gas**”) has applied for leave to construct two pipelines: (a) the Temporary Bypass, consisting of approximately 190 metres of NPS 20 HP ST pipeline; and (b) the Permanent Relocation, consisting of approximately 160 metres of NPS 20 HP ST pipeline. Approximately 154 metres of the existing NPS 20 HP ST pipeline will be abandoned once the Temporary Bypass is in-service. The Temporary Bypass will be abandoned once the Permanent Relocation pipeline installation is in-service. Together, the installations and abandonments form the Project and are shown in Figure 1 below and at Exhibit A, Tab 2, Schedule 1, Attachment 1, Page 1.

Figure 1. The Project – An Overview



2. Intervenor and OEB staff accept the need for the Project and generally support the granting of leave to construct but have commented on various aspects of the Application and Enbridge Gas’ entitlement to recovery through rates. These comments are directed towards conditioning the OEB’s leave to construct approval. Enbridge Gas notes certain intervenor comments, such as Pollution Probe’s comments on amortization and SEC’s proposal for connecting capital costs to the age of the abandoned pipe, are in respect of ratemaking matters that are not at issue in this proceeding and therefore should be disregarded. However, despite certain comments being outside the scope of this Application, Enbridge Gas has provided a brief response.

3. In addition to the approval for leave to construct, Enbridge Gas is seeking approval of the form of agreement for land rights as required by section 97 of the OEB Act. No party has raised any concern regarding the documents that have been proposed and previously approved by the OEB.

4. Enbridge Gas submits the Application satisfies the OEB's expectations stated in EB-2020-0198; the Project is in the public interest; and the OEB should grant leave to construct subject to the typical conditions of approval as provided in the submissions of OEB staff.

### **Leave to Construct**

5. The OEB's task in determining whether to grant leave to construct and the conditions upon which leave is granted are based upon the OEB's assessment of the public interest. In general, the OEB has considered several factors when assessing whether an application is in the public interest including the need for the project, the alternatives to the proposed project, economics, and impacts on landowners and Indigenous communities.

6. If the OEB determines a project is in the public interest, it shall grant leave to construct.<sup>1</sup> The statute creates a mandatory obligation to grant leave to construct where the application is found to be in the public interest.

7. In the present Application, Enbridge Gas also had to address the OEB's decision and order in EB-2020-0198 Decision and Order on Application Withdrawal Request, wherein it stated:

If Enbridge Gas were to file a new application, the OEB would have the following expectations:

- Enbridge Gas would assess all feasible alternatives with a focus on protecting the interests of ratepayers with respect to prices and the reliability and quality of gas service
- Ratepayers would not be asked to pay an amount that exceeds the benefits being delivered to them
- Issues between Enbridge Gas and Waterfront Toronto and/or the City of Toronto ("City") regarding schedule, legal rights and cost responsibility would be resolved before the new application is filed.
- Enbridge Gas would allow sufficient time for the OEB to conduct a proper review of the new application<sup>2</sup>

8. Further, Enbridge Gas had to consider the decision of the Superior Court of Justice, Myers J., in the court application brought by the City<sup>3</sup> in negotiating with Waterfront Toronto and the City.

9. This Application is the result of all those factors and the extensive negotiations and discussions with Waterfront Toronto and the City. The Project is a new alternative building on prior concepts considered in EB-2020-0198. It was made possible through significant accommodation in the sequence of construction by Waterfront Toronto and the significant

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<sup>1</sup> The Act, section 96(1).

<sup>2</sup> EB-2020-0198, Decision and Order on Application Withdrawal Request, pages 12 and 13.

<sup>3</sup> Exhibit B, Tab 1, Schedule 1, Attachment 2.

financial contribution of Waterfront Toronto. The result is the Project is the least costly alternative to maintaining the existing levels of service and reliability to ratepayers, even prior to any contribution by Waterfront Toronto. The Project is supported by Waterfront Toronto and the City.

## Background

10. The Project is driven by the City's requirement to remove the existing pipeline from the Keating Railway Bridge **and** the direct conflict with the proposed work of Waterfront Toronto immediately west of the Don River. No party disputes the need for the pipeline to be relocated.

11. The existing pipeline is part of the Kipling Oshawa Loop ("KOL"), a 42km NPS 20 HP ST pipeline supplied from the West Mall feeder station and Lisgar gate station in the west and from Station B feeder station in the east. The underground pipeline was installed in the 1950s while the above grade 42 metre section crossing the Don River was replaced in 2000. Other segments of the KOL line to the west have been replaced over the years, most recently the Cherry to Bathurst segment.<sup>4</sup>

12. Currently, Enbridge Gas' existing pipeline approaches the Keating Railway Bridge underground from the west within the existing municipal road allowance, it rises above grade and crosses the Don River before going underground again on the east side of the Don River where it continues to travel east and then north to Station B. The above grade portion of the pipeline has support from each side of the river and from a support mounted on the bridge abutment in the middle of the river. The above grade portion is shown in Figure 2 below.<sup>5</sup>

Figure 2. NPS 20 HP Steel Main Crossing the Don River



13. The KOL pipeline provides a critical supply of natural gas into the downtown Toronto region. Approximately 15,000 customers, including several large volume firm customers such as EnWave Energy Corporation ("EnWave") and Redpath Sugar LTD ("Redpath"), rely upon this pipeline for supply. Several of these customers have many tenants and residents. Figure 3 below shows the downstream distribution system that relies upon this segment of pipeline being in service on a 41-degree design day.<sup>6</sup>

<sup>4</sup> NPS 20 Replacement Cherry to Bathurst Project: EB-2020-0136.

<sup>5</sup> Reproduced from Exhibit B, Tab 1, Schedule 1, page 1.

<sup>6</sup> Reproduced from Exhibit B, Tab 1, Schedule 1, page 3.

14. This pipeline is critical infrastructure and vital to the continuous distribution of natural gas to these customers. Reducing capacity or removing the existing segment of pipeline from service without replacement would cause disruptions to customers and would therefore not be acceptable.

Figure 3. Area Primarily Supplied by NPS 20 ST Main – 41 Degree Day



15. In the 1950s, Enbridge Gas' predecessor entered into a licensing agreement with the then owner of the Keating Railway Bridge, the Toronto Harbour Commission, to use the bridge abutment to support the pipeline ("Agreement"). The City subsequently acquired the Keating Railway Bridge and the rights of the owner, including the Agreement. Pursuant to the terms of this Agreement, Enbridge Gas was responsible for its cost to relocate the pipeline from the bridge. The pipeline was relocated a few metres north of the original location when the Keating Railway Bridge was widened.<sup>7</sup>

16. Waterfront Toronto is an entity owned by the Government of Canada, the Province of Ontario, and the City. It has embarked on a major redevelopment of the Toronto waterfront area, more than 700 acres, which includes the PLFPEI. The PLFPEI is intended to protect more than 240 acres from flooding to permit the waterfront development to occur.

<sup>7</sup> Exhibit B, Tab 1, Schedule 1, Attachment 2, page 4, paragraph 8.

17. The City terminated the Agreement and required Enbridge Gas to remove the pipeline from the Keating Railway Bridge by May 2, 2022.<sup>8</sup> In the Court Application, Myers J. determined that the City had the right to request Enbridge Gas to remove the pipeline with reasonable notice, which was later determined to be August 2022. Failure to have the pipeline removed by August 2022 would result in a trespass.<sup>9</sup> Recognizing the importance of the pipeline and the OEB's jurisdiction, Myers J. did not order the pipeline to be removed.

18. As part of the PLFPEI, the mouth of the Don River will be widened by approximately 40 metres from the Keating Channel to north of the existing Keating Railway Bridge along with the development of a flood storage area north and west of the Keating Railway Bridge. The widening of the Don River necessitates the replacement of the underground pipeline currently located immediately west of the Don River, as the existing pipeline conflicts with the proposed new bridge abutments and would be located within the flowing river.

19. Waterfront Toronto is completing extensive work in the area of the existing pipeline and measures need to be taken to ensure the safety of the situation. The Project accounts for the Waterfront Toronto works while providing the best alternative for ratepayers.

20. Enbridge Gas previously applied for leave to construct, EB-2020-0198, which had a May 2022 in-service requirement. To meet that in-service requirement, Enbridge Gas had applied for what was known as the Station A Relocation alternative. Following the OEB's decision on a preliminary motion regarding the OEB's jurisdiction to require Waterfront Toronto to contribute to the capital and an unsuccessful settlement conference, Enbridge Gas applied to withdraw the Application. The OEB granted the withdrawal but provided direction to Enbridge Gas regarding any subsequent application.

### **Project Viability and Project Alternatives**

21. The Project addresses the safety concerns of major third-party construction near a vital main, maintains existing reliability and service levels to customers in the downtown Toronto region, meets the Waterfront Toronto PLFPEI project schedule, and is cost effective. In fact, the Project is the least costly alternative considered that meets the Project need.

22. Enbridge Gas submits that parties must understand that for a project to be viable it must meet all the required criteria such as: (i) the PLFPEI project schedule requirements; (ii) the needs of Enbridge Gas' distribution system and customers; (iii) be constructable; (iv) be safe; (v) be cost effective; and (vi) meet applicable legal and regulatory requirements. These elements can be interrelated as we have seen in the evolution of the Project proposal. Where there are several viable alternatives, issues such as cost and environmental and other impacts are considered to determine the preferred alternative.

23. In EB-2020-0198, Enbridge Gas applied for a project that it viewed was the only viable alternative under the then applicable scheduling criteria of Waterfront Toronto. In the EB-2020-

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<sup>8</sup> Reproduced from Exhibit B, Tab 1, Schedule 1, Attachment 1.

<sup>9</sup> The City later agreed to extend the deadline for Enbridge Gas to remove the natural gas main from the Keating Railway Bridge, provided that Enbridge Gas will pursue this Project and remove the existing natural gas main by April 30, 2023.

0198 Decision and Order on Withdrawal Application, the OEB gave Enbridge Gas clear guidance on its expectations in any subsequent application for replacing the pipeline across the Keating Railway Bridge. In addition, in May 2021, the Superior Court of Ontario issued its decision regarding the City’s Court Application. Enbridge Gas, and the City and Waterfront Toronto took these expectations from the OEB and determination from the Court to continue the dialogue regarding a solution. This resulted in this Application which not only meets the public interest test from the Act but satisfies the OEB’s additional expectations.

24. Table 1 below shows the various alternatives that were considered as part of EB-2020-0198 and the respective cost estimates. The evidence in EB-2020-0198 provided a strong rationale for the selection of the preferred option. In the present Application, Enbridge Gas built off this foundation of evidence to develop additional alternatives, including the preferred alternative in this Application, the Project.

**Table 1: Project Alternatives from EB-2020-0198**

<u>Option</u>	<u>Cost (\$millions)</u>
Micro-Tunnel Option	\$47.5
Station A Relocation Option (previously proposed project)	\$70.5
Bayview Feeder Enhancement Option	\$80.6
Villiers Island Option	\$43.7
Temporary Relocation – Pedestrian Bridge	\$45.4 + Cost of Temporary Bridge
Cantilever Beam Option	No Cost Estimate – Option was not deemed Viable

25. Pursuant to the OEB’s expectations from EB-2020-0198, and Enbridge Gas’ practice in that evidence, Enbridge Gas noted there were various projects that would have cost less than the applied for project. Following the withdrawal of EB-2020-0198 and the Court decision, Enbridge Gas’ discussions with Waterfront Toronto led to a revised schedule for completion. Enbridge Gas noted the alternatives that were considered in developing this Application.<sup>10</sup> This included options considered in EB-2020-0198 being evaluated with the change in schedule and other information, including:

- a. Micro Tunneling;
- b. Temporary Relocation; and

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<sup>10</sup> Exhibit C, Tab 1, Schedule 1, pages 5 to 12.



c. Keating Bridge Utility Corridor (referred to as the cantilever beam option).

26. These alternatives require significant coordination with Waterfront Toronto, as the installation and abandonments are surrounded by the work to complete the PLFPEI. As such, a change in schedule can have an impact on the alternative and its viability.

27. It should be noted that other options considered in EB-2020-0198, the Station A relocation and the Bayview feeder, were still under consideration as part of this Application but did not require the same level of updating. These two alternatives involved the installation of pipeline that would not physically interact with the Waterfront Toronto PLFPEI project work, except for the abandonment of the crossing, which would occur in proximity to the Keating Railway Bridge. Given this very limited interaction, schedule changes with Waterfront Toronto had less impact on these alternatives.

28. In addition to the three alternatives that were re-evaluated given the new schedule information, Enbridge Gas considered whether it was possible to utilize the utility corridor without the construction of the Temporary Bypass. Exposure of the pipeline over a prolonged period of construction, 1.5 to 2 years, caused significant safety and reliability concerns. Given these concerns and the critical role of this segment of pipeline, Enbridge Gas rejected this option in favour of the Project which utilizes the Temporary Bypass. A full discussion of the options and evaluations is provided at Exhibit C, Tab 1, Schedule 1, pages 7 to 12.

29. In the IRP Framework (EB-2020-0091), the OEB confirmed that binary screening criteria is part of the process to determine whether an IRP assessment is required. The OEB stated, "The OEB concludes that the establishment of screening criteria to select which system needs require IRP assessment is appropriate". The OEB decided that where a system need had to be met within a 3-year time frame, an IRP assessment would not be required.<sup>11</sup> The current application pertains to requirement to relocate the pipeline within a 3-year horizon. OEB staff agreed with Enbridge Gas' assessment that the Project does not warrant IRP assessment.<sup>12</sup>

30. Enbridge Gas considered whether the pipeline could be downsized and chose to maintain the current capacity of the NPS 20 HP ST pipeline. While there is a significant difference between the capacity of an NPS 16 pipeline as compared to an NPS 20 pipeline, there were two immediate problems with downsizing the pipeline.

- a. NPS 20 HP ST is needed to meet today's demand.<sup>13</sup> NPS 16 HP ST is not sufficient. More than 15,000 customers rely upon this pipeline and its capacity, including several large firm demand customers. A smaller pipeline will not provide the same reliability and puts the security of supply at risk for customers. While it is possible that the future demand for natural gas may reduce in this area in several decades, there will be no such immediate reduction – and the current demand must be met.

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<sup>11</sup> EB-2020-0091, page 48.

<sup>12</sup> OEB staff submissions, page 7.

<sup>13</sup> Exhibit I.PP.6(d). Exhibit I.STAFF.2.

- b. Reducing the size of the NPS 20 gas main spanning the Keating Railway Bridge would preclude Enbridge Gas from being able to complete in-line inspections on the Lisgar to Station B portion of the KOL.

31. In addition to the unacceptable consequences listed above, reducing the pipeline size would have only a very marginal potential cost savings related to the proposed Project.<sup>14</sup>

32. The suggestion by several intervenors that there will be future reduced demand for natural gas in the downtown core is not relevant to Enbridge Gas' determination of required pipeline diameter for the Project. The demand and reliability required today by approximately 15,000 customers in the downtown Toronto region, including several large volume firm customers such as EnWave and Redpath, who rely upon this pipeline for supply, must be satisfied. As Enbridge Gas stated in response to interrogatories from Pollution Probe<sup>15</sup> and OEB staff,<sup>16</sup> reduction to NPS 16 while meeting this current demand is not possible.

33. Notwithstanding the above, Enbridge Gas would note the reference by intervenors to the City's future demand was excerpted from a report that was introduced as a preamble to an interrogatory. The information was not properly put into evidence, was not subject to cross-examination nor full evaluation; and was not relied upon by the City, the author of the report, who supports the Application. As such, Enbridge Gas would suggest virtually no weight can be given to such information from the intervenors.

34. Enbridge Gas met the OEB's express expectations that it consider all viable alternatives and the proposed Project is the best alternative.

35. As the Project is a like-for-like relocation, ratepayers secure reliable supply with no sacrifice in capacity for the least cost. In addition, Enbridge Gas obtained significant contributions from Waterfront Toronto to reduce the financial impact on ratepayers.

### **Economics and Costs**

36. Enbridge Gas has applied for approval of the alternative with the lowest capital cost among those assessed. As noted, no other option considered had a capital cost less than \$43 million, whereas the Project had a capital cost estimated at \$23.5 million less a \$5 million contribution by Waterfront Toronto. The cost of the project is based upon a class 4 estimate; reflecting the circumstances involved in constructing a pipeline in downtown Toronto amidst a larger construction project (PLFPEI project).

37. Enbridge Gas submits the cost estimate was not challenged in any meaningful manner and should be accepted. OEB staff inquired about the per-metre cost of the Project.<sup>17</sup> While the per-metre costs may appear high, such costs are in-line with the cost of the NPS 30 Don River

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<sup>14</sup> Given NPS 16 did not have sufficient capacity a cost estimate was not performed. Enbridge Gas would expect the cost savings to be approximately 5% to 10% for downsizing from NPS 20 to NPS 16 based upon the similar result provided in EB-2020-0136 Exhibit I.FRPO.5.

<sup>15</sup> Exhibit I. PP.6.

<sup>16</sup> Exhibit I.STAFF.2.

<sup>17</sup> Exhibit I. STAFF.3.

Replacement Project<sup>18</sup> and consider the specific facts of the Project including: (i) it is a relatively short pipeline segment; (ii) it involves NPS 20 ST pipeline and the specialized equipment necessary to complete the Project; (iii) it has both above grade and below grade construction in both the Temporary Bypass and the Permanent Relocation; (iv) it requires two mobilizations and two abandonments. The tie-in work required for the Project is similar in nature for a pipeline that is 200 metres long and 2,000 metres long, so therefore becomes a more significant component of total project cost in shorter projects. In the instance of this Project, there are four tie-ins required (two for the Temporary Bypass and two for the Permanent Relocation) instead of the typical two.

38. If one compares the cost of the Project to the NPS 30 Don River Replacement Project, the material costs for the Project are almost \$2 million higher despite the pipe being of smaller diameter and length, while labour costs vary because the construction requirements differ between projects. As such, Enbridge Gas reiterates that caution must be used in trying to draw too many conclusions in comparing costs between projects. Enbridge Gas conducted a specific Class 4 estimate to address the specific circumstances of this Project. Other than the amount for contingency, no element of the estimate was challenged.

39. Enbridge Gas specifically forecasted a 30% contingency as part of the cost estimate. Enbridge Gas noted several factors that supported the contingency. This is similar to the Cherry to Bathurst Project recently approved by the OEB that had similar risks.<sup>19</sup> Contingency is an amount included in an estimate to account for events, circumstances or conditions that may or may not occur, for which the impact is uncertain, but which experience indicates an aggregate amount to account for such is appropriate. Contingency amounts do not go into rate base, unless used in the completion of the project in a prudent manner. The Project is being completed within Waterfront Toronto's larger PLFPEI project. As such, the timing and available working area will be subject to the specifics that present themselves as the Project unfolds. For example, while there must be at least two mobilizations/demobilizations to complete the Temporary Bypass and Permanent Relocation, there could be multiple mobilizations to complete the Temporary Bypass alone in order to accommodate river, bridge, and road work. As Enbridge Gas noted, there will be issues around the precise location of the tie-in which will depend upon the testing of the pipeline; the potential for contaminated soil and unexpected underground structures that may be encountered. As noted by OEB staff, the proposed 30% contingency budget is appropriate and consistent with the identified risks for the Project.

40. The Project is driven by the need to relocate an existing pipeline. There is no additional capacity that will permit additional revenues. There was no need to conduct any other financial analysis as it would not have impacted the selection of the Project. Modest differences in operation and maintenances costs would not have negated the difference in capital costs of the Project compared to the alternatives.

41. Even without the significant monetary and non-monetary contributions by Waterfront Toronto, the Project is the most cost-effective alternative.

42. While Enbridge Gas has not finalized the license agreement for cost-sharing related to the use of the proposed utility corridor by the Permanent Relocation, the City has indicated that it

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<sup>18</sup> Exhibit I.STAFF.3(d).

<sup>19</sup> EB-2020-0136.

negotiates such agreements as a matter of course. Enbridge Gas expects this license agreement to have a term similar to the expected useful life of the pipeline. Additionally, Enbridge Gas can say the costs contemplated in the license agreement will not be material and accordingly, will not have a significant impact on the Company's cost of service. Not having concluded this agreement is no different than not having concluded arrangements with landowners which are completed after having received leave to construct approval by the OEB.

43. Enbridge Gas has been able to provide this solution as a result of Waterfront Toronto agreeing to certain PLFPEI project schedule changes at its cost. However, further delays to accommodate later review of the maintenance cost sharing agreement would put the Project schedule and costs at risk. Enbridge Gas would note that it is likely maintenance costs for the utility corridor will be low immediately following construction. As such, Enbridge Gas submits there is no need to condition leave to construct on this agreement nor conduct a further review as part of the leave to construct.

44. Enbridge Gas was criticized for both not having gotten enough value from Waterfront Toronto<sup>20</sup> and for having received too much from Waterfront Toronto.<sup>21</sup> Such criticism likely means the compensation was reasonable in the circumstances.

45. A closer review of the contribution by Waterfront Toronto shows the significant value received by Enbridge Gas.

46. Waterfront Toronto is contributing to the cost of the Project in several ways. First, it is contributing a fixed amount of \$5 million. Second, Waterfront Toronto is constructing the utility corridor upon which the Permanent Relocation pipeline will be located. Third, it is completing the removal of the existing above-grade pipeline on the Keating Railway Bridge. Fourth, Waterfront Toronto has absorbed certain costs related to the revised PLFPEI project schedule and there is no liability for Enbridge Gas' pipeline remaining on the Keating Railway Bridge beyond August 2022. These contributions have reduced the financial impact of the Project for ratepayers.

47. It is helpful to remember the unique nature of this situation. Enbridge Gas, Waterfront Toronto and the City negotiated a reasonable resolution to the situation. As parties have noted, Waterfront Toronto could not be compelled to make a payment for removal of the pipeline from the bridge. Myers J. declined to deal with allocating costs in the court application. The agreement terminated by the City did not apply to the below grade pipeline. As such, Enbridge Gas submits there was no pre-defined formula for determining the amount of contribution to be provided by Waterfront Toronto. Enbridge Gas received the maximum payment that Waterfront Toronto would make in addition to other valuable non-cash considerations.<sup>22</sup> OEB staff and other intervenors acknowledged the value received from Waterfront Toronto was reasonable. There is no merit in the idea Enbridge Gas employees did not obtain the best deal available.

48. Enbridge Gas rejects SEC's suggestion of disallowing part of the cost of the Project based upon the premise that the existing natural gas pipeline crossing the Keating Railway Bridge is

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<sup>20</sup> Energy Probe submissions, page 3.

<sup>21</sup> Environmental Defence submissions contended Waterfront Toronto paid too much.

<sup>22</sup> Exhibit I.STAFF.3 part (b).

being abandoned before it has been fully depreciated.<sup>23</sup> The suggestion is inconsistent with the accounting approach of pooling assets for depreciation. Further, there has been no suggestion that Enbridge Gas has been imprudent in the replacement 22 years ago nor in the need to relocate the current pipeline to accommodate Waterfront Toronto's PLFPEI. Given all expenditures by Enbridge Gas have been and will be prudently incurred, there is no regulatory basis for disallowing any costs.

49. Pollution Probe's commentary about amortization methodologies<sup>24</sup> are rate-related issues which are more appropriately considered in a rate-related hearing and do not pertain to the issues in this leave to construct application.

50. Further to the submissions that were out of scope for this proceeding, Pollution Probe proposed that the OEB create a blanket requirement that broad system demand forecasts be updated and filed for all future projects which seek leave to construct approval.<sup>25</sup> Not every project requires a demand forecast for the entire system which is impacted by a project. This is a relocation project which is required to maintain system reliability in the immediate term and so a long-term demand forecast is neither important nor required to establish Project need. There is no need for such a forecast in the present Application, which is fully supported by the City, and no need for the OEB to impose a blanket requirement to file such in future proceedings.

## **Environment**

51. Enbridge Gas had completed an updated ER which may be found at Exhibit F, Tab 1, Schedule 1, Attachment 1. Enbridge Gas retained Stantec, an independent environmental consultant, to complete the environmental report consistent with the OEB's *Environmental Guidelines for the Location, Construction and Operation of Hydrocarbon Pipelines and Facilities in Ontario, 7<sup>th</sup> Edition, 2016*.

52. Enbridge Gas supported Stantec's findings.

53. In the preparation of the preferred route and alternative, significant agency consultation occurred. No agency has expressed any concern about the Project proceeding.

54. Environmental permits will be obtained as required. Enbridge Gas confirmed it does not anticipate any significant difficulty in obtaining TRCA approvals or other permits.

55. As outlined in Section 4.3.5 of the ER, Stantec completed a Certification of Property Use, which would uncover any specific known contaminated areas. As noted in Section 7.2.2 of the ER, Enbridge Gas will have contingency measures in place, including the Suspect Soils Program, that would be followed should unknown contamination be encountered during construction. To address the potential for introduction of contaminated water to soils or bodies of water, testing of hydrostatic discharge water and trench dewatering will be considered if deemed necessary, as outlined in Table 5-1 of the ER.

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<sup>23</sup> SEC submissions, pages 5 and 6.

<sup>24</sup> Pollution Probe submissions, page 6.

<sup>25</sup> *ibid*, page 4.

56. Enbridge Gas submits the approach to environmental matters is consistent with the OEB's requirements for leave to construct applications.

### **Land Issues & Permitting**

57. Pursuant to section 97 of the Act, Enbridge Gas is required to obtain approval from the OEB of the form of agreement that is to be offered to landowners. Enbridge Gas confirmed the form of agreement was previously approved by the OEB in EB-2012-0438. No changes have been made since from the recent OEB approval of the form of agreement.<sup>26</sup> The Permanent Relocation pipeline will be located within the municipal road allowance and the Temporary Bypass pipeline may require a temporary easement. No intervenor raised an issue with the form of the agreement proposed.

58. Enbridge Gas does not foresee any significant issues in obtaining the necessary permits to complete the construction in a timely manner and no intervenor raised any concerns with respect to permitting and approvals.

### **Indigenous and Other Consultation**

59. The Ministry of Energy confirmed the proposed project does not trigger the duty to consult. While there is no duty to consult, Enbridge Gas has continued to provide project information to the Mississaugas of the Credit First Nation.

60. Enbridge Gas has consulted with numerous agencies and stakeholders in developing this Application and will continue communications through the permitting and construction of the project.

61. No stakeholder has expressed any concern with the adequacy of Enbridge Gas' consultation efforts. As such, the OEB should have no concern regarding the adequacy of consultation efforts.

### **Conclusion**

62. Enbridge Gas has brought forward an application for leave to construct based upon the most viable alternative to meet the need for the relocation of the existing NPS 20 HP ST main that crosses the Don River on the Keating Railway Bridge. Enbridge Gas has negotiated a significant contribution to the Project, both financial and otherwise, with Waterfront Toronto. Service and reliability will be maintained for ratepayers. As such, Enbridge Gas submits the Application is in the public interest and should be granted leave by the OEB.

63. Enbridge Gas has reviewed the draft conditions of approval provided by OEB staff and has no concerns with the conditions proposed.

64. Based upon the evidence in this proceeding and the submissions herein, Enbridge Gas requests the OEB grant the following:

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<sup>26</sup> Exhibit I.STAFF.6. part (b).

- a. Pursuant to Section 90(1) of the Act, an Order granting leave to construct the Project; and
- b. Pursuant to Section 97 of the Act, an Order approving the form of working area agreement and easement agreement found at Exhibit G, Tab 1, Schedule 1, Attachments 1 and 2.

All of which is respectfully submitted this 23<sup>rd</sup> day of June, 2022.



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Scott Stoll  
Aird & Berlis