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Enbridge Gas Inc.
P.O. Box 2001
50 Keil Drive N.
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Canada

August 29, 2022

BY RESS AND EMAIL

Nancy Marconi
Acting 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-2022-0203
Ridge Landfill RNG Project (REDACTED)**

Enclosed please find the redacted Application and Evidence of Enbridge Gas for the Ridge Landfill RNG Project (the "Project").

In accordance with the OEB's *Practice Direction on Confidential Filings*, Enbridge Gas is requesting confidential treatment of the following exhibits. Details of the specific confidential information for which confidential treatment is sought are set out in Table 1:

Table 1

Exhibit	Description of Document	Confidential Information Location	Brief Description	Basis for Confidentiality
E-1-1 Attachment 1	Executed M13	Pages 6 and 11	Presumptive Confidential Treatment	Information has been redacted that would disclose load profiles, energy usage and billing.
F-1-1 Attachment 1	Environmental Report	Pages 316-317 – Appendix G	Personal Information	The redactions relate to the names and contact information of property owners. This information should not be disclosed in accordance with the Freedom of Information and Protection of Privacy Act. Pursuant to section 10 of the OEB's <i>Practice Direction on Confidential Filings</i> , such information should not be provided to parties to a proceeding.
G-1-1 Attachment 4	Landowner List	Pages 1 & 2	Personal Information	

The above noted submission has been filed electronically through the OEB's RESS and will be made available on Enbridge Gas's website. Please see the link below (then navigate to the "Regulatory Information" tab).

<https://www.enbridgegas.com/about-enbridge-gas/projects/ridge-landfill-renewable-natural-gas-project>

If you have any questions, please contact the undersigned.

Sincerely,

(Original signed by)

Adam Stiers
Manager, Regulatory Applications – Leave to Construct

c.c. Tania Persad (Enbridge Gas Counsel)

EXHIBIT LIST

A – APPLICATION & ADMINISTRATION

<u>Exhibit</u>	<u>Tab</u>	<u>Schedule</u>	<u>Contents</u>
A	1	1	Exhibit List
		2	Glossary of Acronyms and Defined Terms
A	2	1	Application Attachment 1 – Project Map

B – NEED

<u>Exhibit</u>	<u>Tab</u>	<u>Schedule</u>	<u>Contents</u>
B	1	1	Need Attachment 1 – Letter of Support

C – ALTERNATIVES

<u>Exhibit</u>	<u>Tab</u>	<u>Schedule</u>	<u>Contents</u>
C	1	1	Alternatives

D – PROPOSED PROJECT

<u>Exhibit</u>	<u>Tab</u>	<u>Schedule</u>	<u>Contents</u>
D	1	1	Proposed Project Attachment 1 – Project Schedule
D	2	1	General Techniques and Methods of Construction

E – COST & ECONOMICS

<u>Exhibit</u>	<u>Tab</u>	<u>Schedule</u>	<u>Contents</u>
E	1	1	Cost & Economics Attachment 1 – M13 Contract (Redacted)

F – ENVIRONMENTAL MATTERS

<u>Exhibit</u>	<u>Tab</u>	<u>Schedule</u>	<u>Contents</u>
F	1	1	Environmental Matters Attachment 1 – Environmental Report (Redacted)

G – LANDS MATTERS & AGREEMENTS

<u>Exhibit</u>	<u>Tab</u>	<u>Schedule</u>	<u>Contents</u>
G	1	1	Lands Matters & Agreements Attachment 1 – Alignment Drawings Agreement Attachment 2 – Temporary Land Use Attachment 3 – Easement Agreement Attachment 4 – Landowner List (Redacted)

H – INDIGENOUS CONSULTATION MATTERS

<u>Exhibit</u>	<u>Tab</u>	<u>Schedule</u>	<u>Contents</u>
H	1	1	Indigenous Consultation Matters Attachment 1 – Project Notification Attachment 2 – Delegation of Duty to Consult Attachment 3 – Letter of Opinion (Sufficiency) Attachment 4 – Indigenous Peoples Policy Attachment 5 – ICR: Summary Tables Attachment 6 – ICR: Log

I – CONDITIONS OF APPROVAL

<u>Exhibit</u>	<u>Tab</u>	<u>Schedule</u>	<u>Contents</u>
I	1	1	Conditions of Approval

<u>Glossary of Acronyms and Defined Terms</u>	
AA	Archaeological Assessment
Act	The Ontario Energy Board Act, 1998, S.O. 1998, c. 15, Schedule B
Applicant	Enbridge Gas Inc.
Application	Enbridge Gas application pursuant to section 90 (1) of the Act for an order granting leave to construct approximately 6 km of NPS 4 XHP ST natural gas main nearby the community of Blenheim in the Municipality of Chatham-Kent in order to connect a single RNG producer to the existing Enbridge Gas distribution system. Also, pursuant to section 97 of the Act for an order approving the forms of easement and temporary land use agreements proposed.
CIAC	Contribution in Aid of Construction
Contract	M13 Contract
DCF	Discounted Cash Flow
Delegation Letter	Letter indicating delegation of the procedural aspects of Indigenous consultation to Enbridge Gas for the Project.
DFO	Department of Fisheries and Oceans
Dillon	Dillon Consulting Ltd.
E.B.O. 188	E.B.O. 188 Report of the Board on Natural Gas System Expansion
Enbridge Gas or The Company	Enbridge Gas Inc
EPP	Environmental Protection Plan
ER	Environmental Report
Guidelines	The OEB's Environmental Guidelines for the Location, Construction, and Operation of Hydrocarbon Pipelines and Facilities in Ontario (7 th Edition, 2016)
ICR	Indigenous Consultation Report
IDC	Interest During Construction
IRP	Integrated Resource Planning
MECP	Ministry of Environment, Conservation and Parks
MHSTCI	Ministry of Heritage, Sport, Tourism and Culture Industries
MNDMNRF	Ministry of Northern Development, Mines, Natural Resources and Forestry
MOE	Ministry of Energy
MOP	Maximum Operating Pressure
NPS	Nominal Pipe Size
NPV	Net Present Value
OEB	The Ontario Energy Board
OPCC	Ontario Pipeline Coordinating Committee
PI	Profitability Index
Policy	Enbridge Inc. Indigenous Peoples Policy
PR	Preferred Route
Project	6 km of NPS 4 XHP ST natural gas main and RNG injection station nearby the community of Blenheim in the Municipality of Chatham-Kent in order to connect a single RNG producer to the existing local Enbridge Gas distribution system.
Ridge Landfill	A waste disposal, diversion and recycling facility located near Blenheim, Ontario.
RNG	Renewable Natural Gas
SMYS	Specified Minimum Yield Stress
Specifications	Specifications outlined in Enbridge Gas's Construction and Maintenance Manual
ST	Steel
Waste Connections	Waste Connections of Canada Inc.
XHP	Extra-high pressure

ONTARIO ENERGY BOARD

IN THE MATTER OF the *Ontario Energy Board Act, 1998*, S.O. 1998, c. 15, Schedule B; and in particular section 90(1) and section 97 thereof;

AND IN THE MATTER OF an application by Enbridge Gas Inc. for an order granting leave to construct natural gas pipelines in the Municipality of Chatham-Kent.

APPLICATION

1. Enbridge Gas Inc. (“Enbridge Gas” or the “Company”) hereby applies to the Ontario Energy Board (“OEB”) pursuant to section 90(1) of the *Ontario Energy Board Act, 1998, S.O. 1998, c. 15, Schedule B* (the “Act”), for an order granting leave to construct approximately 6 km of Nominal Pipe Size (“NPS”) 4 inch extra-high pressure (“XHP”) steel (“ST”) natural gas main nearby the community of Blenheim, in the Municipality of Chatham-Kent in order to connect a single renewable natural gas (“RNG”) producer to the existing Enbridge Gas local distribution system.
2. For ease of reference and to assist the OEB with preparation of the notice of application for the proposed Ridge Landfill RNG Project (“Project”), a map of the proposed facilities is included at Attachment 1 to this Exhibit.
3. The Project was identified in Enbridge Gas’s Asset Management Plan as part of the Company’s 2021 Rates proceeding.¹ With leave of the OEB, construction of the Project is planned to commence in March 2023 and to be placed into service by November 1, 2023. To meet construction timelines, Enbridge Gas respectfully

¹ EB-2020-0181, Exhibit C, Tab 2, Schedule 1, p. 381.

requests the approval of this application as soon as possible. The proposed construction schedule can be found at Attachment 1 to Exhibit D.

4. If the OEB determines that it will conduct a hearing for this application, then Enbridge Gas requests that it proceed by way of written hearing in English.
5. Enbridge Gas requests that the OEB issue the following order(s):
 - (i) Pursuant to section 90(1) of the Act, an order granting leave to construct the Project.
 - (ii) Pursuant to section 97 of the Act, an order approving the forms of easement agreement and temporary land use agreement found at Exhibit G, Tab 1, Schedule 1, Attachments 2 and 3.
6. Enbridge Gas requests that copies of all documents filed with the OEB in connection with this proceeding be served on it and on its counsel, as follows:
 - (a) The Applicant

Adam Stiers
Regulatory Applications - Leave to Construct
Address:
P. O. Box 2001
50 Keil Drive N
Chatham, ON N7M 5M1
Telephone:
(519) 436-4558
Email:
adam.stiers@enbridge.com
EGIRegulatoryProceedings@enbridge.com
 - (b) The Applicant's counsel

Tania Persad
Associate General Counsel, Regulatory Law
Enbridge Gas Inc.

Address for personal service 500 Consumers Road
Toronto, ON M2J 1P8

Mailing Address: P. O. Box 650, Scarborough, ON M1K 5E3
Telephone: 416-495-5891
Fax: 416-495-5994
Email: tania.persad@enbridge.com

DATED at the City of Chatham, Ontario this 29th day of August 2022.

ENBRIDGE GAS INC.

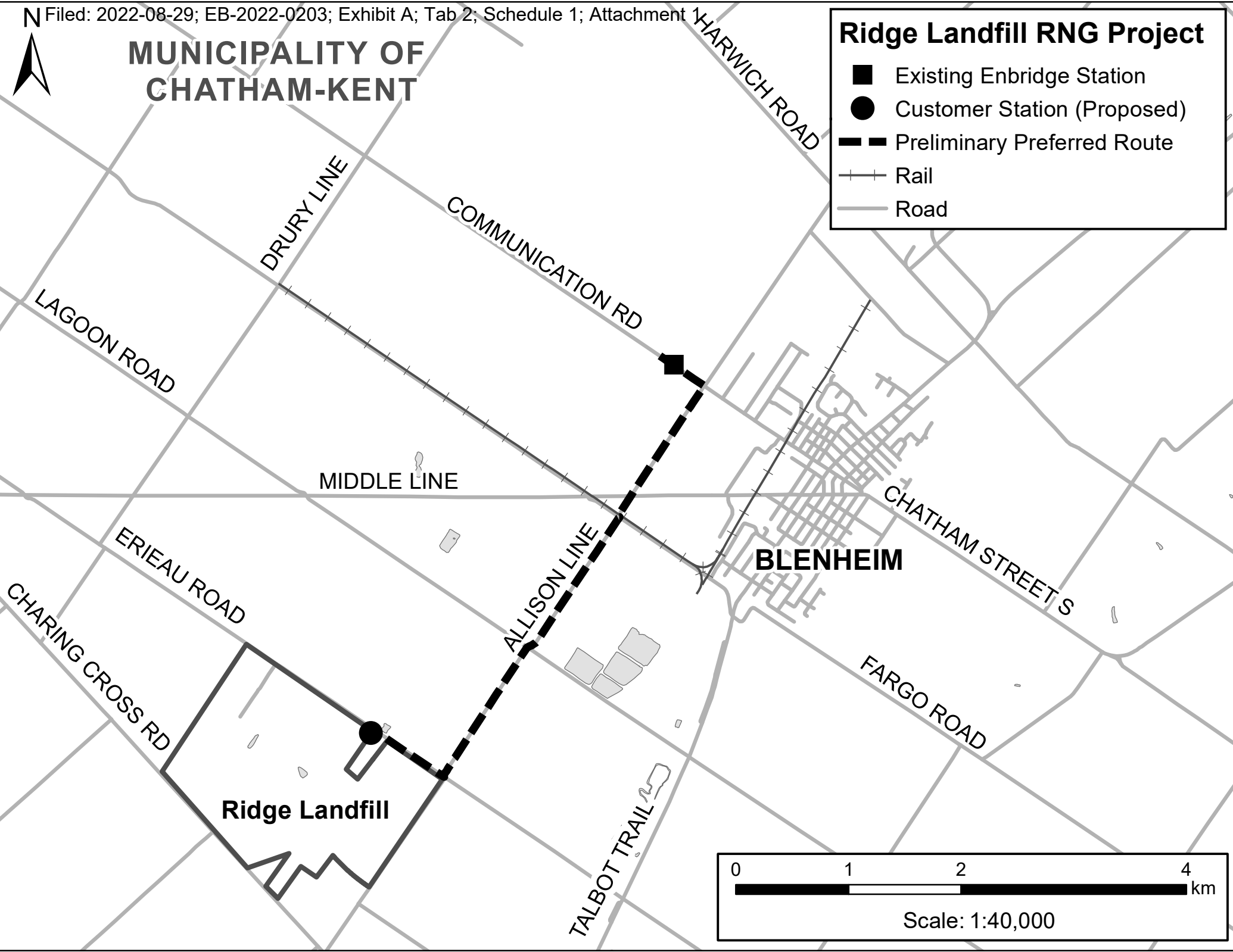
(Original Digitally Signed)

Adam Stiers,
Manager, Regulatory Applications - Leave to Construct

MUNICIPALITY OF CHATHAM-KENT

Ridge Landfill RNG Project

- Existing Enbridge Station
- Customer Station (Proposed)
- Preliminary Preferred Route
- Rail
- Road



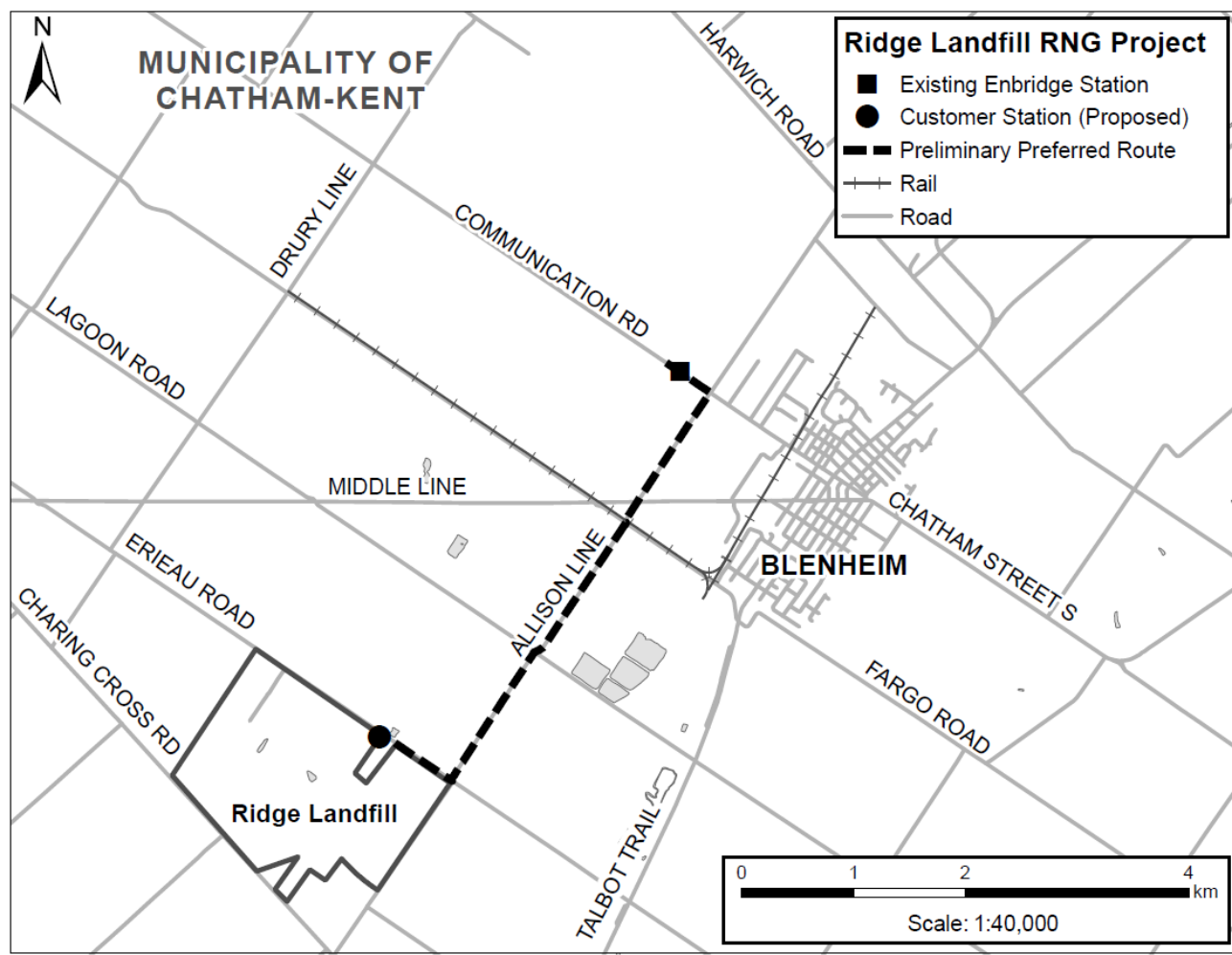
PROJECT NEED

1. To reduce and manage greenhouse gas emissions, consistent with the Government of Ontario's Climate Change goals, Waste Connections of Canada Inc. ("Waste Connections") plans to construct and operate new renewable natural gas ("RNG") gathering, upgrading and compression facilities at the existing Ridge Landfill site near the community of Blenheim in the Municipality of Chatham-Kent, Ontario.¹ Waste Connections has requested that Enbridge Gas construct new pipeline facilities to connect the Ridge Landfill RNG facility to the existing local Enbridge Gas natural gas distribution system to facilitate injection of RNG supply volumes.
2. There are currently no existing Enbridge Gas pipelines in the immediate vicinity of the Ridge Landfill. The nearest is designed at a pressure of 60 psi (420 kPa), and can not accommodate the injection of the volume of RNG requested by Waste Connections.
3. The nearest existing infrastructure that can facilitate the RNG injection requested by Waste Connections is 5.7 km away from the Ridge Landfill, along municipal road allowances. As such, Enbridge Gas is proposing to construct approximately 5.7 km of NPS 4 inch extra-high pressure ("XHP") Steel ("ST") natural gas main to connect the Ridge Landfill RNG facility to the existing Enbridge Gas distribution system located predominately in the community of Blenheim, Ontario ("proposed pipeline").

¹ The Ridge Landfill site is owned by Ridge Holdings, L.P., a wholly owned subsidiary of Waste Connections. Ridge Landfill is a waste disposal, diversion and recycling facility located near the community of Blenheim, Ontario. The RNG upgrading and compression facilities to be constructed at the Ridge Landfill site will convert the landfill gas produced at Ridge Landfill into RNG quality gas suitable for injection into the Enbridge Gas natural gas network.

4. In addition to the proposed pipeline, Enbridge Gas also intends to construct a RNG injection station at the Ridge Landfill site. The RNG injection station will connect to the proposed pipeline downstream of Waste Connection's upgrading and compression facilities. Figure 1 below shows the approximate location of the proposed pipeline and associated RNG injection station.²

Figure 1



² Together, the proposed pipeline and RNG injection station are referred to as the "Project".

5. The Project is designed to meet the needs of Waste Connections and does not contribute to any other future growth plans in the area, nor is the Project dependant on any previously filed leave to construct application by Enbridge Gas.
6. To inform and solicit input from municipalities, landowners, tenants and the public with respect to the proposed Project, Enbridge Gas:
 - Met with affected stakeholders;
 - Held public information sessions in the Project area; and
 - Mailed a letter summarizing the Project to affected stakeholders.
7. Enbridge Gas has subsequently received a letter of support for the Project from the Municipality of Chatham-Kent (please see Attachment 1 to this Exhibit). Enbridge Gas will continue public consultation throughout the construction of the Project.
8. As discussed in Exhibit C, Enbridge Gas has considered a variety of alternatives and has concluded that the preferred alternative (meeting the customer-specific needs of Waste Connections in the most efficient, cost-effective and timely manner) is the proposed Project which is detailed in Exhibit D.
9. As discussed in Exhibit E, the total estimated cost of the Project is \$11.5 million. Enbridge Gas and Ridge Holdings L.P., a wholly owned subsidiary of Waste Connections, have executed an M13 Service contract ("Contract") effective July 28, 2022 that includes a provision for the payment of a contribution in aid of construction ("CIAC") for the full amount of Project construction resulting in a net investment of \$0.
10. As discussed in Exhibit F, there are no significant environmental concerns that cannot be mitigated and there are no significant cumulative impacts resulting from the Project.

11. As discussed in Exhibit G, as of the date of this filing, Enbridge Gas is initiating negotiations with landowners regarding land rights required for the Project and has not identified any opposition to the Project. The Company expects to have all required land rights in place prior to commencing Project construction.
12. As discussed in Exhibit H, Enbridge Gas has engaged affected Indigenous communities in meaningful consultation regarding the Project on behalf of the Ministry of Energy ("MOE") and has not identified any opposition to the Project.

April 26, 2022

Enbridge Gas Inc.
Brian Lennie
Via email Brian.Lennie@Enbridge.com

Re: Proposed Ridge Landfill Renewable Natural Gas (RNG) Project, Enbridge Gas Inc.

Dear Mr. Lennie:

On behalf of the Municipality of Chatham-Kent, I am writing to express Council's support for the Enbridge Gas Ridge Landfill Renewable Natural Gas (RNG) Project.

At the April 25, 2022 meeting of the Municipality of Chatham-Kent Council, Council passed the following resolution:

"That Council send a letter of support for the Ridge Landfill RNG Project."

This \$50-million-dollar investment into Chatham-Kent is very important from an economic standpoint, as are the 50 jobs that will be created.

The fact that the project involves using technology to convert what is essentially a waste by-product into a gas that will heat our homes and reduce our greenhouse gas emissions makes it even better.

This type of development represents the best of both worlds and puts Chatham-Kent at the leading edge of energy transition.

If you have any questions or comments, please contact Judy Smith at ckclerk@chatham-kent.ca.

Sincerely,



Darrin Canniff, Mayor/CEO
Municipality of Chatham-Kent

ALTERNATIVES

Assessment of Non-Facility Alternatives

1. The IRP Framework for Enbridge Gas provides guidance from the OEB about the nature, timing and content of IRP considerations for future identified system needs.¹ The IRP Framework provides Binary Screening Criteria in order to focus IRP assessments on identified system needs where an IRP alternative could efficiently and economically meet that need. Accordingly, Enbridge Gas has applied the IRP Binary Screening Criteria and determined that this Project meets the definition of a Customer-Specific Build, as defined in the IRP Framework:²

Customer-Specific Builds – If an identified system need has been underpinned by a specific customer's (or group of customers') clear request for a facility project and either the choice to pay a Contribution in Aid of Construction or to contract for long-term firm services delivered by such facilities, then an IRP evaluation is not required.

2. As discussed in Exhibit B, the Project is driven solely by a specific customer's (Waste Connections') request for facilities to connect to Enbridge Gas's existing natural gas distribution system. Waste Connections has executed a long-term contract including a CIAC to fully fund the cost of the Project.

Assessment of Facility Alternatives

3. The injection volumes of renewable natural gas that are projected to be delivered by the Customer limits the possible connection locations to Enbridge Gas's existing natural gas system as the demand on the associated network must be equal to or greater than the proposed injection volume of RNG. For this reason, there is only

¹ The Decision and Order for Enbridge Gas's Integrated Resource Planning Framework Proposal (EB-2020-0091) was issued on July 22, 2021. This decision was accompanied by an Integrated Resource Planning ("IRP") framework for Enbridge Gas. EB-2020-0091, Decision and Order, July 22, 2021, Appendix A.

² Ibid., p. 10

one existing system in the area that the Project can connect to. No other feasible facility alternatives (aside from the proposed Project) exist to meet the Customer's need in the vicinity.

4. When assessing facility alternatives the Company considered several pipeline routing options which are discussed in greater detail in the Environmental Report ("ER").³

³ Exhibit F, Tab 1, Schedule 1, Attachment 1, Section 4.4.

PROPOSED PROJECT

1. As described in Exhibit B, the Project is composed of:
 - i. **An RNG Injection Station** – located at the Ridge Landfill site, to connect Waste Connection's RNG upgrading and compression facilities to the proposed NPS 4 XHP ST pipeline. The RNG injection station will act as the custody transfer point between Enbridge Gas and Waste Connections and will analyze the composition of, odourize, and regulate the delivery pressure of RNG volumes received from the Customer.¹
 - ii. **A 5.7 km NPS 4 XHP ST Pipeline** – to transport RNG delivery volumes received from Waste Connections at the RNG injection station to the Enbridge Gas Chatham East Line (the proposed pipeline).²
2. The Project will commence at the existing Enbridge Gas Chatham East Line near Enbridge Gas's Blenheim North Station on Communications Road in Blenheim, Ontario, and will terminate at the Ridge Landfill Facility on Erieau Road, 5.7 km away from the Chatham East Line.
3. The pipeline and station requirements for the Project are summarized in Table 1, and discussed in greater detail below.

¹ Enbridge Gas is not seeking approvals from the OEB to construct the RNG injection station but has included the costs of these facilities as Ancillary Facility costs within Exhibit E.

² Enbridge Gas is seeking an order of the OEB under Section 90 (1) of the Act for leave to construct the proposed pipeline.

Table 1: Proposed Facilities

Facility	Approximate Pipeline Length (m)	Nominal Pipe Size (inches)	Material	Pressure ⁽¹⁾ (kPa)
Pipe	5,700	4	Steel	6,040
RNG Injection Station	NA	NA	NA	6,040

NOTES:

⁽¹⁾ Pressure fluctuates depending on demands

Design Specifications

4. All design, installation and testing of the proposed pipeline will be done in accordance with the specifications outlined in Enbridge Gas's Construction and Maintenance Manual ("Specifications"),³ and with the requirements of *Ontario Regulation 210/01 Oil and Gas Pipeline Systems* under the *Technical Standards and Safety Act, 2000*.
5. The design meets or exceeds the requirements of *CSA Z662 Standard for Oil and Gas Pipeline Systems* (latest edition) ("CSA Z662") in accordance with the Technical Standard and Safety Authority ("TSSA") Code Adoption Document for Oil and Gas Pipeline Systems, as amended from time to time.
6. The Project is within Class 3 locations, as defined by CSA Z662. Considering future potential development along the route, the Project is designed to meet Class 3 location requirements.
7. The proposed pipeline will be manufactured in accordance with the requirements set out in *CSA Z245.1 Steel Line Pipe Standard for Pipeline Systems and*

³ This manual meets or exceeds the requirements of *CSA Z662 – Oil and Gas Pipeline System standard and Ontario Regulation 210/01, Oil and Gas Pipeline Systems*.

Materials (latest edition). The design and pipeline parameters for the Project are set out in Table 2.

Table 2: NPS 4 XHP ST Pipeline Design Specifications

Description	Design Specification	Unit
External Diameter (OD)	114.3	mm
Wall Thickness	6.0	mm
Pipe Grade	≥ 290	MPa
Material Specification	PS-15-A8AD-9267.1.0, PS-17-351F-ACDD.1.0	-
Material Toughness	Cat I	-
Coating Type	ARO/FBE or YJ	
Material Designation	Steel	-
Cathodic Protection	Galvanic or Impressed current	
Fittings	PS-1E-1B1A-0B1B.1.0	-
Flanges	PS-1E-1C28-F55D.1.0	-
Valves	ES-PV1.14	-
Class Location	3	-
Design Pressure (DP)	6,040	kPa
Hoop Stress at Design Pressure per % SMYS	≤ 19.90%	-
Maximum Operating Pressure (MOP)	6,040	kPa
Hoop Stress at MOP per % SMYS	≤ 19.90%	-
Minimum Depth of Cover	1.2 m and for the further details please refer to the Specifications.	m
Method of Construction	Trenchless / Open Cut (Pipeline) Open Cut (Station)	-
Strength Test Data		
Test Medium	Water	-
Test Pressure (Min/Max)	≤ 8,456 Min / 9,060 Max	kPa
Hoop Stress at Strength Test per % SMYS	≤ 27.77% Min / 29.76% Max	-
Test Duration	4	Hrs
Leak Test Data		
Test Medium	Water	-
Test Pressure (Min/Max)	≤ 6,644 Min / 8,456 Max	kPa
Hoop Stress at Leak Test per % SMYS	≤ 21.82% Min / 27.77% Max	-
Test Duration	4	Hrs

8. The proposed pipeline will be strength tested after installation for a duration of four hours. The strength test will use water as the test medium at pressures

between 8,456 and 9,060 kPa (1.4x to 1.5x Design Pressure). This corresponds to a maximum 29.76% Specified Minimum Yield Stress ("SMYS") during the strength test.

9. The proposed pipeline will be leak tested for a duration of four hours. The leak test will use water as the test medium at a pressure between 6,644 and 8,456 kPa (1.1x to 1.4x Design Pressure). This corresponds to a maximum 27.77% SMYS during the leak test.

Pipeline Construction

10. Enbridge Gas will construct the Project using qualified construction contractors and Enbridge Gas employees. Each of these groups will follow approved construction Specifications, which will be adjusted to reflect site-specific conditions for the Project as per the findings in the ER discussed in Exhibit F. All construction, installation and testing of the Project will be witnessed and certified by a valid Gas Pipeline Inspection Certificate Holder or Professional Engineer.
11. The method of construction will be a combination of open trench and trenchless technology. Restoration and monitoring will be conducted through 2024 to ensure successful environmental mitigation for the Project.
12. Pipeline construction is divided into several crews that create a mobile assembly line. Each crew performs a different function, with a finished product left behind when the last crew has completed its work.
13. Contractors are required to erect safety barricades, fences, signs or flashers, or to use flag persons as may be appropriate, around any excavation across or along roads.

14. Construction of the pipeline generally includes the activities set out at Exhibit D, Tab 2, Schedule 1. Enbridge Gas proposes to install the proposed pipeline using trenchless methods (directional drilling or jack and bore).

Project Timing

15. Pending OEB approval, Enbridge Gas expects to commence construction of the Project in March/April 2023 to meet the required in-service date of November 1, 2023. A proposed construction schedule is set out at Attachment 1 to this Exhibit.

Ridge Landfill RNG Project Schedule																								
Task Name	2022												2023											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Environmental																								
Environmental Report																								
Field Surveys (species, arch, etc.)																								
Regulatory																								
Prepare Evidence for OEB Filing																								
OEB 'Leave to Construct' Application																								
Land & Land Rights																								
Engineering & Construction																								
Procurement																								
Permits																								
Construction																								
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	2022												2023											

GENERAL TECHNIQUES AND METHODS OF CONSTRUCTION

Locating Running Line

1. The location where the pipeline is to be installed (the running line) is established initially. For pipelines within road allowances, the adjacent property lines are identified and the running line is set at a specified distance from the property line. For pipelines located on private easement (if any), the easement is surveyed and the running line is set at the specified distance from the edge of the easement. The distance from the start of the pipeline (or other suitable point) is marked on the pipeline stakes and the drawings.

Clearing and Grading

2. The right-of-way is prepared for the construction of the pipeline. When required, bushes, trees and crops are removed, and the ground is leveled. When required, the topsoil is stripped and stored, and/or sod is lifted.

Stringing

3. The joints of pipe are laid end-to-end along the right of way on supports that keep the pipe off the ground to prevent damage to the pipe coating.

Welding

4. The pipe is welded/fused into manageable lengths. The welds in steel pipe are visually, radiographically and/or ultrasonically inspected and the welds are coated.

Installation

5. Pipe may be installed using either the trench method or the trenchless method. All utilities that will be crossed or paralleled by the pipeline within the identified

construction area will be located by the appropriate utility owner prior to installing the pipeline. Prior to construction, all such utilities will be visually identified and located through non-mechanical excavation (e.g., hydro-vacuumed).

6. *Trench Method:* Trenching is done using a trenching machine, backhoe or excavator depending upon the ground conditions. Provisions are made to allow residents access to their property, as required. All drainage tiles that are cut during the trench excavation are flagged to signify that a repair is required. All tiles are measured and recorded as to size, depth, type and quality and this information is kept on file.
7. For steel pipe the coating is then inspected and tested using a high voltage electrical conductance test as the pipe is lowered into the trench. All defects in the coating are repaired before the pipe is lowered in. Next, the trench is backfilled using suitable material such as sand or other approved material as per Enbridge Gas Specifications. After the trench is backfilled, drainage tile is repaired as required.
8. *Rock Excavation:* Rock in solid beds or masses will be fractured and removed using either a Hoe Ram and/or an approved blasting method. Any blasting will be conducted in accordance with Enbridge Gas's construction procedures and the federal *Explosives Act*. The contractor shall obtain all necessary permits and shall comply with all legal requirements in connection with the use, storage and transportation of explosives as well as abiding by Enbridge Gas Specifications for rock excavation.
9. *Trenchless Method:* Trenchless methods are alternate methods used to install pipelines under railways, roads, sidewalks, trees and environmentally sensitive areas and water courses so as to not disturb the surface above. Such methods include, directional drilling and jack and bore methods: Directional drilling involves setting up a receiving hole and an exit hole, drilling a pilot hole on the design path,

reaming the pilot hole larger by passing a cutting tool and pulling the pipe back through the bored hole; Jack and bore requires crews to dig an entry hole and an exit hole. The jack and bore machine is placed in the entry hole and then cuts an underground hole horizontally to the receiving pit.

Tie-Ins

10. The sections of pipelines that have been buried using either the trench or trenchless method are joined together (tied-in).

Cleaning and Testing

11. To complete the construction, the pipeline is cleaned, hydrostatically tested in accordance with Enbridge Gas Specifications, dewatered and placed into service. Testing will adhere to the requirements of section 8 of *CSA Z662 Oil and Gas Pipeline Systems* (latest edition) at a minimum. Sources for pressure test water have not yet been determined. Any water taken from the environment for hydrostatic testing will be reviewed as part of the "Permit to Take Water" issued by the Ministry of Environment Conservation and Parks and will comply with all conditions of the permit. After the test water is removed, the line will be dried and cleaned. A caliper tool will be run to check for construction-related dents or ovality. Cathodic protection will be applied to the completed pipeline.

Backfilling and Restoration

12. The final construction activity is restoration of lands. The work area is backfilled and leveled, sod is replaced in lawn areas and other grassed areas are re-seeded. Where required, concrete, asphalt and gravel are replaced and all areas affected by the construction of the pipeline are returned to as close to original condition as possible. As a guide to show the original condition of the area, photos and/or a

video will be taken before any work commences. When the clean-up is completed, the approval of landowners or appropriate government authority is obtained.

COST AND ECONOMICS

Project Cost

1. The total cost for the Project is estimated to be \$11,480,871.90 as set out in Table 1 below.

Table 1

<u>Item No.</u>	<u>Description</u>	<u>Pipeline Costs</u>	<u>Ancillary Costs</u>	<u>Total Costs</u>
1	Material Costs	\$ 614,615	\$ 928,750	\$ 1,543,365
2	Labour Costs	\$ 4,594,467	\$ 839,784	\$ 5,434,250
3	External Permitting & Land	\$ 600,000	\$ -	\$ 600,000
4	Outside Services	\$ 829,467	\$ 135,500	\$ 964,967
5	Direct Overheads	\$ 977,250	\$ 274,129	\$ 1,251,379
6	Contingency Costs	\$ 1,142,370	\$ 544,541	\$ 1,686,911
7	Direct Capital Cost	\$ 8,758,168	\$ 2,722,704	\$ 11,480,872
8	Indirect Overheads	\$ -	\$ -	\$ -
9	Company Loadings & Interest During Construction	\$ -	\$ -	\$ -
10	Total Project Costs	\$ 8,758,168	\$ 2,722,704	\$ 11,480,872
11	Less: CIAC ¹	\$ 8,758,168	\$ 2,722,704	\$ 11,480,872
12	Net Project Cost	\$ -	\$ -	\$ -

2. The cost estimate set out above includes a 17.2% contingency applied to all direct capital costs to reflect the current (preliminary design stage) of the Project. This contingency amount has been calculated based on the risk profile of the Project, and is consistent with contingency amounts calculated for similar projects completed by Enbridge Gas and approved by the OEB in the past.

Project Cost Comparison

3. The costs of recent pipeline projects of comparable distance are set out in Table 2. Importantly, no two facility projects are directly comparable. There are multiple unique factors and project characteristics that influence costs, including but not limited to:

¹ The CIAC shown at E, Tab 1, Schedule 1, Attachment 1, p. 8 is \$12,250,471.44 (6,125,235.72 + 6,125,235.72). The amount owing for the second pre-payment will be adjusted or trued-up based on actual final Project costs. The customer will be responsible for 100% of Project costs.

- **Complexity of Construction** – The unique location and condition of project construction (e.g., greenfield, geotechnical ground conditions, environmentally sensitive areas, dense urban areas, established agricultural lands, road allowance, watercourse crossings etc...) affects the method and complexity of construction. Generally, the higher construction complexity the greater the duration and cost to construct.
- **Timing of Construction** – Depending on the season during which construction occurs (i.e., summer conditions compared to winter conditions) costs can vary widely. Further, if project construction schedules are condensed due to any number of reasons (e.g., regulatory delay, incimate weather, labour constraints etc...) costs can escalate in order to achieve facility in-service dates that are required for operational and/or commercial purposes.
- **System Planning Characteristics** – Differences in facility design and Maximum Operating Pressure (“MOP”) results in differences in materials, as well as construction, welding, and testing requirements.
- **Contracting** – Depending on the contracting and payment structure, interest during construction is not applied to all projects in the same way.

Table 2: Project Cost Comparison

	Ridge Landfill RNG Project	Oxford Reinforcement²	Scugog Island³
Facility Description	5.7 km NPS 4 6,040 kPa	5.2 km NPS 8 4,960 kPa	7 km NPS 4 XHP
Material Costs	\$ 614,615	\$1,028,840	\$433,364
Labour Costs	\$ 5,571,717	\$3,602,590	\$5,642,759
External Costs	\$ 1,429,467	(not broken out)	\$919,124
IDC	\$0	\$31,324	\$52,962
Contingency⁽¹⁾	\$ 1,142,370		
Station Costs	\$ 2,722,704	N/A	\$62,168
Direct Capital Cost	\$ 11,480,872	\$4,662,754	\$7,110,377

Notes:

- (1) Costs listed under the Oxford Reinforcement Project and Scugog Island Project are actual costs and as such, no contingency costs are assigned.

Economics

- As set out in Table 1 above, the total estimated cost of the Project (pipelines and ancillary facilities) is \$11.5 million (total pipeline costs are estimated to be \$8.8 million and ancillary facilities are estimated to be \$ 2.7 million). These costs include materials, construction and labour, environmental protection measures, land acquisition, and contingencies.
- The Customer has contracted with Enbridge Gas under Rate M13-Union South Transportation of Locally Produced Gas. The executed contract between Enbridge Gas and the Customer is included as Attachment 1 to this Exhibit. The Customer has elected to pay the full capital cost of the Project through an upfront CIAC payment, resulting in a net investment of \$0.0 million. Consequently, a Net Present Value or Profitability Index calculation is not required for the Project.

² EB-2018-0003

³ EB-2017-0261

4. Based on the above, Enbridge Gas submits that the Project is economically justified and will not result in additional costs borne by existing ratepayers.



M13043

THIS M13 TRANSPORTATION AND PRODUCER BALANCING SERVICE AND NAME CHANGE SERVICE CONTRACT dated as of the 28th day of July, 2022,

ENBRIDGE GAS INC., a company existing under the laws of the Province of Ontario,
(hereinafter referred to as “**Enbridge**”)

- and -

RIDGE (CHATHAM) HOLDINGS, L.P., a company incorporated existing under the laws of the Province of Manitoba,
(hereinafter referred to as “**Shipper**”)

WHEREAS, Enbridge owns and operates a natural gas transmission and storage system in south-western Ontario, through which Enbridge offers “**Services**” (as defined in Article II herein) for natural gas as M13 transportation service with associated producer balancing service and name change service;

AND WHEREAS, Shipper wishes to retain Enbridge to provide the Services, as set out herein, and Enbridge has agreed, subject to the terms and conditions of this Contract, to provide the Services requested;

NOW THEREFORE, this Contract witnesses that, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I - INTERPRETATION AND DEFINITIONS

1.01 Divisions, Headings and Index: The division of this Contract into Articles, Sections and Subsections, and the insertion of headings and any table of contents or index provided are for convenience of reference only, and shall not affect the construction or interpretation hereof.

1.02 Industry Usage: Words, phrases or expressions which are not defined herein and which, in the usage or custom of the business of the transportation, storage, and distribution or sale of natural gas have an accepted meaning shall have that meaning.

1.03 Extended Meaning: Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. The words "herein" and "hereunder" and words of similar import refer to the entirety of this Contract, including the Schedules incorporated into this Contract, and not only to the Section in which such use occurs.

1.04 Conflict: In the event of any conflict between the provisions of the main body of this Contract, Schedules 1 and 2, and Enbridge's C1, M13 and T1 Rate Schedules, as defined below, the provisions of Schedules 1 and 2 shall prevail over the provisions of the main body of the Contract and the provisions of Enbridge's C1, M13 and T1 Rate Schedules shall prevail over Schedules 1 and 2 and the main body of this Contract.

1.05 Currency: All reference to dollars in this Contract shall mean Canadian dollars unless otherwise specified.



1.06 Schedules: Refers to the schedules attached hereto which are specifically included as part of this Contract, and include:

- Schedule 1 - Contract Parameters
- Schedule 2 - Service Terms and Rates

1.07 Rate Schedules:

- (a) **“Enbridge’s C1 Rate Schedule”** or the **“C1 Rate Schedule”** or **“C1”** shall mean Enbridge’s C1 Rate Schedule (including the Storage and Transportation Rates, Schedule “A 2010” (**“General Terms and Conditions”**)), Schedule “B 2010” (**“Nominations”**), and Schedule “C 2010” (**“Receipt and Delivery Points and Pressures”**)), or such other replacement rate schedule which may be applicable to the Services provided hereunder as approved by the Ontario Energy Board.
- (b) **“Enbridge’s M13 Rate Schedule”** or the **“M13 Rate Schedule”** or **“M13”** shall mean Enbridge’s M13 Rate Schedule (including Schedule “A 2013” (**“General Terms and Conditions”**))), or such other replacement rate schedule which may be applicable to the Services provided hereunder as approved by the Ontario Energy Board, and shall apply hereto, as amended from time to time, and which is incorporated into this Contract pursuant to Section 5.03 hereof.
- (c) **“Enbridge’s T1 Rate Schedule”** or the **“T1 Rate Schedule”** or **“T1”** shall mean Enbridge’s T1 Rate Schedule, or such other replacement rate schedule which may be applicable to the Services provided hereunder as approved by the Ontario Energy Board.

1.08 Measurements: Units set out in SI (metric) are the governing units for the purposes of this Contract. Units set out in Imperial measurement in parentheses beside their SI (metric) equivalent are for reference only and in the event of a conflict between SI (metric) and Imperial measurement herein, SI (metric) shall prevail.

ARTICLE II - SERVICES

2.01 Enbridge agrees, subject to the terms and conditions herein, to provide the following services set out in this Section 2.01 and in Section 2.02 (c) and (e) (the **“Services”**).

Enbridge agrees to accept delivery of the Produced Volume, on a reasonable efforts basis, at the Receipt Point(s) provided that:

- (a) Enbridge has sufficient System Capacity to receive the gas offered for delivery by Shipper; and,
- (b) the quality of such gas meets the Terms and Conditions as set forth in Schedule “A 2013”, General Terms & Conditions, Article II of Enbridge’s M13 Rate Schedule.

Enbridge further agrees to deliver each Day at the Delivery Point the Dawn Quantity on the same Day as Shipper delivers the Produced Volume.

Enbridge shall deliver at the Delivery Point a Market Quantity provided Shipper has tendered its daily quantity nomination to Enbridge so that it is received in accordance with Schedule “B 2010” of Enbridge’s C1 Rate Schedule and Enbridge has scheduled such nomination.



2.02 Enbridge and Shipper acknowledge that this Contract shall be governed by the following principles:

- (a) on an ongoing basis during each Contract Year the total Dawn Quantity shall equal the total Market Quantity, and Enbridge and Shipper shall each use their reasonable efforts to achieve this;
- (b) Shipper agrees that on each Day no more than the Maximum Daily Quantity will be delivered to Enbridge as Produced Volume;
- (c) Enbridge and Shipper acknowledge that it is impractical for Shipper to nominate the Produced Volume to Enbridge. Enbridge shall retroactively calculate the Produced Volume. Enbridge has agreed to provide a Producer Balancing Service. Enbridge agrees to either receive a quantity of gas from Shipper at Dawn (Facilities) which shall equal the Dawn Quantity less the Market Quantity, where such amount is greater than zero, and credit the Producer Balancing Account; or, to deliver a quantity of gas to Shipper which shall equal the Market Quantity less the Dawn Quantity, where such amount is greater than zero, and debit the Producer Balancing Account, such quantity of gas on a retroactive basis, on the terms and conditions contained in Schedule 2 attached hereto, as may be revised from time to time by Enbridge;
- (d) Except under that circumstance where Shipper purchases third party gas to correct a debit position in the Producer Balancing Account, the only quantities that shall be debited or credited under the Producer Balancing Account are the Dawn Quantity. Any gas that may be purchased to correct a debit position as herein provided, shall be delivered to Enbridge at the Delivery Point; and,
- (e) Enbridge agrees, on any Day, to provide a Name Change Service immediately downstream of Enbridge's facilities at Dawn (Facilities) for any quantity of gas which Shipper may deliver and which Enbridge has authorized. Shipper and/or its designate shall ensure that Enbridge is notified of the names of the parties underlying this transaction, which name change(s) Enbridge shall confirm to all relevant transporters (including Enbridge). Enbridge will not provide the Name Change Service unless the party to which the gas is being transferred has executed a valid Enbridge approved Interruptible Service Hub Contract and has made a Service Hub nomination with Enbridge, or has properly nominated under other contracts in place with Enbridge.

2.03 Accounting for Services: All quantities of gas handled by Enbridge shall be accounted for on a daily basis. Services provided hereunder shall be in accordance with the prescribed nominations procedures herein, and shall be interruptible in nature and subordinate to any and all firm services supplied by Enbridge.

2.04 Commingling: Enbridge shall have the right to commingle the quantity of gas referenced herein with gas owned by Enbridge or gas being stored and/or transported by Enbridge for third parties.

ARTICLE III - CHARGES AND RATES

3.01 Except as otherwise stated herein, the charges and rates to be billed by Enbridge and paid by Shipper for the Services provided under this Contract will be those specified in Schedule 2 attached hereto, as may be revised from time to time by Enbridge, upon notice to Shipper.

ARTICLE IV – NOMINATIONS



4.01 Services provided hereunder shall be in accordance with the prescribed nominations procedure as set out in Schedule “B 2010” of Enbridge’s C1 Rate Schedule.

ARTICLE V - MISCELLANEOUS PROVISIONS

5.01 Notices: All communications provided for or permitted hereunder shall be in writing, personally delivered to an officer or other responsible employee of the addressee or sent by registered mail, charges prepaid, or by facsimile or other means of recorded electronic communication, charges prepaid, to the applicable address or to such other address as either party hereto may from time to time designate to the other in such manner, provided that no communication shall be sent by mail pending any threatened, or during any actual, postal strike or other disruption of the postal service. Shipper contact information, as provided to Enbridge, shall be found on the secured portion of Enbridge’s website (the secured portion of Enbridge’s website is known as “*Enerline*”). Enbridge’s contact information shall be displayed on the unsecured portion of Enbridge’s website. Any communication personally delivered shall be deemed to have been validly and effectively received on the date of such delivery. Any communication so sent by facsimile or other means of electronic communication shall be deemed to have been validly and effectively received on the Business Day following the day on which it is sent. Any communication so sent by mail shall be deemed to have been validly and effectively received on the seventh Business Day following the day on which it is postmarked.

Notwithstanding the above, nominations shall be made by facsimile or other recorded electronic means, subject to execution of an agreement for use of *Enerline*, or such other agreement, satisfactory to Enbridge, and will be deemed to be received on the same Day and same time as sent. Each party may from time to time change its address for the purpose of this Section by giving notice of such change to the other party in accordance with this Section.

5.02 Law of Contract: Enbridge and Shipper agree that this Contract is made in the Province of Ontario and that, subject to Article X of the General Terms and Conditions, the courts of the Province of Ontario shall have exclusive jurisdiction in all matters contained herein. The parties further agree that this Contract shall be construed exclusively in accordance with the laws of the Province of Ontario.

5.03 Entire Contract: This Contract (including Schedule 1 and Schedule 2), all applicable rate schedules and price schedules, and any applicable Precedent Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. This Contract supersedes any prior or contemporaneous agreements, understandings, negotiations or discussions, whether oral or written, of the parties in respect of the subject matter hereof.

5.04 Time of Essence: Time shall be of the essence hereof.

5.05 Counterparts: This Contract may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original but all of which together shall constitute one and the same agreement. This Contract may be executed by facsimile or other electronic communication and this procedure shall be as effective as signing and delivering an original copy.

5.06 Amendments: Enbridge may from time to time amend this Contract, excluding Schedule 1 and Schedule 2, by posting the amendment on Enbridge’s website, with such amendment to take effect six (6) months after such posting. Such amendments are applicable to all of Enbridge’s shippers on a non-discriminatory basis.



5.07 Severability: If any provision hereof is invalid or unenforceable in any jurisdiction, to the fullest extent permitted by law, (a) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be construed in order to carry out the intention of the parties as nearly as possible and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any provision in any other jurisdiction.


5.08 General Liability: The liability of the parties hereunder is limited to direct damages only and all other remedies or damages are waived. In no event shall either party be liable for consequential, incidental, punitive, or indirect damages, in tort, contract or otherwise.

THIS CONTRACT SHALL BE BINDING UPON and shall enure to the benefit of the parties hereto and their respective successors and permitted and lawful assigns.

IN WITNESS WHEREOF this Contract has been properly executed by the parties hereto by their duly authorized officers as of the date first above written.

RIDGE (CHATHAM) HOLDINGS, L.P

Authorized Signatory

By: _____

Title: Dan Pio
President

ENBRIDGE GAS INC.

Authorized Signatory

By: _____

Title: Manager, S&T Sales



CONTRACT PARAMETERS

Term

This Contract shall be effective as of the date of execution hereof; however, the obligations, terms and conditions for the Services herein shall commence on the later of:

- January 1, 2024; and
- the day following the date that all of the conditions precedent set out in Article XXI of Schedule "A 2013" of Enbridge's M13 Rate Schedule have been satisfied or waived by the party entitled to the benefit thereof;

(such later date being referred to as the "**Commencement Date**"), and shall continue in full force and effect until December 31, 2029 (the "**Initial Term**").

Conditions Date

As referred to in Article XXI of M13 Schedule "A 2013":

- 1.d. – July 13, 2022
- 1.a,c,e,f and g. - December 31, 2023
- 2.a, b,c and d. - December 31, 2023

Receipt Points and Delivery Point, Quantities, and Pressures

The following defines each of the Receipt Points:

Receipt Point #1: Ridge Landfill

The gas production site measured by Enbridge's meter located at
20262 Erieau Rd, Blenheim, Ontario, N0P 1A0.
Station # 06H-602

Maximum Daily Quantity:

Receipt Point #1 [REDACTED] m³/day of gas.

Pressures: Shipper's MAOP at each Receipt Point shall be as follows:

Receipt Point #1 MAOP is 6040 kPa.



The pressure of the gas delivered by Shipper to Enbridge at the Receipt Point(s) shall be sufficient to move gas into Enbridge's pipeline but may not exceed the MAOP at the Receipt Point(s) as specified above. Enbridge may change the MAOP from time to time and Enbridge shall provide to Shipper six (6) months' notice of such change in accordance with the provisions of Article XVIII 2(c) of the M13 General Terms & Conditions.

The following defines the Delivery Point:

DAWN (Facilities):

Enbridge's compressor station site, situated in the northwest corner of Lot Twenty-Five (25), Concession II, in the Township of Dawn-Euphemia, in the County of Lambton. This point is applicable for quantities of gas that have been previously transported or stored under other contracts that Shipper may have in place with Enbridge.

Pressures:

DAWN (Facilities): Deliveries by Enbridge shall be made at a pressure of not greater than 4,825 kPa.

Modified Water Vapour Requirement:

At Receipt Point #1 Maximum Water Vapour Content is 230 mg per m³ (14 lbs/mmcf) OR Maximum Water Vapour Content is 65 mg per m³ (4 lbs/mmcf).

Both Parties agree that should Enbridge at any time experience malfunctioning of or deterioration of the measurement equipment, gas control equipment, or other appurtenance, in Enbridge's pipeline system or should Enbridge's customers experience problems with the combustion or usage of gas in their gas burning equipment due to excessive moisture content, Enbridge at its sole discretion may reduce the maximum water vapour content requirement for gas delivered under the Contract to that which is specified in Article II, Section 2. h. of the M13 Schedule "A 2013". In the event Enbridge reduces the maximum water vapour content requirement to that which is specified in Article II, Section 2. h. of the M13 Schedule "A 2013", Enbridge shall continue to purchase Shipper's gas at 230 mg per m³ (14 lbs/mmcf) for ninety (90) Days after such notice. Upon the termination of such ninety (90) Day period, Shipper's gas must meet Article II, Section h. of the M13 Schedule "A 2013" requirements.

Fuel Requirements

Please check one: Shipper provides fuel ☐ OR Enbridge provides fuel ☐

Prepayment

The Prepayments for Receipt Point #1 as specified in Article XXI, Section 1. g. of the M13



Schedule "A 2013" are as follows:

The First Prepayment upon execution of this Contract is \$ 6,125,235.72 CAD.

The Second Prepayment prior to installation of Receipt Point #1 is \$ 6,125,235.72 CAD.

Special Provisions

Special Provisions for RNG Gas Quality

Notwithstanding any provisions regarding gas quality specifications contained in Article II of the M13 Rate Schedule "A 2013" (or any subsequent replacement or amendment thereof), these Special Provisions apply to the pipeline gas quality specifications for renewable natural gas ("RNG") injection into Enbridge's gas distribution system under the Contract. For the purposes of these Special Provisions and interpretation of the Contract including all applicable Schedules, "gas" as defined in the M13 Rate Schedule "A 2013" is deemed to include RNG, as applicable:

1. Heating Value

The minimum gross heating value of the gas delivered to/by Enbridge hereunder, shall be thirty-six point zero (36.0) megajoules per cubic metre. The maximum gross heating value of the gas delivered to/by Enbridge hereunder shall be forty-one point three (41.3) megajoules per cubic metre. The gas to be delivered hereunder to Enbridge may be a commingled supply from Shipper's gas sources of supply. The gas to be delivered by Enbridge may be a commingled supply from Enbridge's sources of gas supply; provided, however, that helium, natural gasoline, butane, propane and other hydrocarbons, except methane, may be removed prior to delivery to Shipper. Further, Enbridge may subject, or permit the subjection of, the gas to compression, dehydration, cooling, cleaning and other processes.

2. Freedom from objectionable matter

The gas to be delivered to/by Enbridge hereunder,

- (a) shall not contain any contaminants, particles, or other impurities at a concentration that is known as a threat to the integrity of the system, human health, or the environment.
- (b) shall be commercially free* from bacteria, siloxanes, ammonia, halocarbons, heavy metals, sand, dust, gums, crude oils, lubricating oils, liquids, chemicals, or compounds used in the production, treatment, compression, or dehydration of the gas or any other objectionable substance in sufficient quantity that renders the gas toxic, unmerchantable, or causes damage to or interference with the proper operation of the lines, regulators, meters, or other appliances through which the gas flows.

* Limits to quantify commercially free amounts for various substances contained in the gas are stated immediately below and such substances shall not be present in the gas in concentrations in excess of the following:



- 3 mg of ammonia per m³ of gas.
 - 1 mg of silicon per m³ of gas for siloxanes,
 - 10 mg of halocarbons and organochlorinated compounds per m³ gas,
 - 80 µg of mercury and 190 µg of arsenic per m³ gas for heavy metals,
 - and 50,000,000 total bacteria, 1,000,000 live bacteria and 10,000 spores per 100 ft³ gas for bacteria.
- (c) shall not contain more than seven (7) milligrams of hydrogen sulphide per cubic metre of gas, nor more than one hundred (100) milligrams of total sulphur per cubic metre of gas,
- (d) shall not contain more than six (6) milligrams of mercaptan sulphur per cubic metre of gas,
- (e) shall not contain more than two point zero (2.0) molar percent by volume of carbon dioxide in the gas,
- (f) shall not contain more than zero point four (0.4) molar percent by volume of oxygen in the gas,
- (g) shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide in the gas,
- (h) shall not contain more than two point zero (2.0) molar percent of hydrogen in the gas subject to an engineering assessment for each specific RNG project to identify impacted equipment sensitive to hydrogen, e.g. gas turbines, stationary reciprocating gas engines, steel tanks in CNG vehicles,
- (i) shall not contain more than sixty-five (65) milligrams of water vapour per cubic metre of gas,
- (j) shall not have a cricondenthem hydrocarbon dewpoint exceeding minus eight (-8) degrees Celsius or minus eighteen (-18) degrees Fahrenheit,
- (k) shall have Wobbe Number from forty-seven point two (47.2) megajoules per cubic metre of gas to fifty-one point two (51.2) megajoules per cubic metre of gas, maximum of one point five (1.5) mole percent by volume of butane plus (C4+) in the gas, and maximum of four point zero (4.0) mole percent by volume of total inerts in the gas in order to be interchangeable with other Interconnecting Pipeline gas.
- (l) shall not exceed forty-three degrees Celsius (43°C), and,
- (m) shall not be odourized by Shipper.

3. Non-conforming gas

In addition to any other right or remedy of Enbridge, Enbridge shall be entitled to refuse to accept



delivery of any gas which does not conform to any of the specifications set out in this section.

- (a) In the event that the quality of the gas does not conform or if Enbridge, acting reasonably, suspects the quality of the gas may not conform to the specifications herein, then Shipper shall, if so directed by Enbridge acting reasonably, forthwith carry out, at Shipper's cost, whatever field testing of the gas quality as may be required to ensure that the quality requirements set out herein are met, and to provide Enbridge with a certified copy of such tests. If Shipper does not carry out such tests forthwith, Enbridge may conduct such test and Shipper shall reimburse Enbridge for all costs incurred by Enbridge for such testing.
- (b) If Shipper's gas fails at any time to conform to the requirements of these Special Provisions, Enbridge, in addition to its other remedies, may refuse to accept delivery of gas at the Receipt Points hereunder until such deficiency has been remedied by Shipper. Each Party agrees to notify the other verbally, followed by written notification, of any such deficiency of quality.

4. Quality of gas received

The quality of the gas to be received by Enbridge hereunder is to be of a merchantable quality and in accordance with the quality standards as set out by Enbridge in these Special Provisions. In addition to any other right or remedy of a party, Enbridge shall be entitled to refuse to accept delivery of any gas which does not conform to any of the specifications set out in these Special Provisions.

5. Quality of gas at Dawn

The quality of the gas to be delivered to Enbridge at Dawn (Facilities) or the gas to be delivered by Enbridge to Shipper at Dawn (Facilities) hereunder is to be of a merchantable quality and in accordance with the quality standards and measurement standards as set out by Enbridge in these Special Provisions, except that total sulphur limit shall be not more than four hundred and sixty (460) milligrams per cubic metre of gas. In addition to any other right or remedy of a party, each party shall be entitled to refuse to accept delivery of any gas which does not conform to any of the specifications set out in this section.



Ridge (Chatham) Holdings, L.P

SERVICE TERMS AND RATES

1. Service Terms and Conditions:

- (a) Shipper shall have a Firm Daily Variability Demand of [REDACTED] GJ;
- (b) During the period of September 15 to November 15 in the event that on any Day the Dawn Quantity exceeds the Market Quantity by an amount greater than the Firm Daily Variability Demand (this amount shall be referred to as the “**Excess**”), Enbridge may, at its sole discretion, accept the Excess. In the event that the Excess is greater than zero, and Enbridge has not accepted such Excess in writing, Shipper shall pay Enbridge a charge equal to \$3.00/GJ (\$3.17/MMBtu) multiplied by the Excess. In addition, Enbridge may at its option, upon forty-eight (48) hours verbal notice to the Shipper (to be followed in writing), take title of such Excess which shall be immediately forfeited to Enbridge without further recourse;
- (c) During the period of February 15 to April 15 in the event that on any Day the Market Quantity exceeds the Dawn Quantity by an amount greater than the Firm Daily Variability Demand (this amount shall be referred to as the “**Shortfall**”), Enbridge may, at its sole discretion, accept the Shortfall. In the event that the Shortfall is greater than zero, and Enbridge has not accepted such Shortfall in writing, Shipper shall pay Enbridge a charge equal to \$3.00/GJ (\$3.17/MMBtu) multiplied by the Shortfall. In addition, Enbridge may upon forty-eight (48) hours verbal notice to the Shipper (to be followed in writing), replace all or part of the Shortfall at Shipper's expense;
- (d) The Producer Balancing Account shall be limited to the following:
 - i. From September 15 to November 30 a cumulative credit position of up to [REDACTED] GJ or a cumulative debit position of [REDACTED] GJ;
 - ii. From December 1 to April 30, a cumulative credit position of up to [REDACTED] GJ or a cumulative debit position of [REDACTED] GJ;
 - iii. From May 1 to September 14, a cumulative credit position of up to [REDACTED] GJ or a cumulative debit position of [REDACTED] GJ;
 - iv. In the event that this Contract is terminated, the balance in the Producer Balancing Account shall be zero (0) on the effective date of termination.



2. Rates for Service:

- (a) A Monthly fixed charge applicable to “other contracts” as specified in Enbridge's M13 Rate Schedule or such other replacement rate schedule which may be applicable and as may be amended from time to time by Enbridge; plus,
- (b) The charge payable for the transportation of the Dawn Quantity shall be the Delivery Commodity Charge as specified in Enbridge's M13 Rate Schedule or such other replacement rate schedule which may be applicable and as may be amended from time to time by Enbridge; plus,
- (c) The charge payable for the Firm Daily Variability Demand shall be equal to the rate specified in Enbridge's T1 Rate Schedule for Annual Firm Injection/Withdrawal Right, Enbridge provides deliverability Inventory, under Storage Services; plus,
- (d) The charge payable for each of the quantities debited or credited to the Producer Balancing Account shall be \$0.05/GJ (\$0.053/MMBtu); plus,
- (e) The charge payable for Name Change Service shall be that of the Hub Pricing Provisions Schedule, Section D – Name Change, posted on Enbridge's website, www.Enbridgegas.com, which schedule is revised from time to time by Enbridge. In the event that in any Month Shipper's charges pursuant to this Contract, (excluding Name Changes or Redirects) or any other storage and transportation agreements with Enbridge, exceed \$5,000 the maximum fee for the Name Change Service provided for that Month shall be that of the Hub Pricing Provisions Schedule; plus,
- (f) The charge payable for exceeding the limitations on the Producer Balancing Account as specified in Subsection 2.02 (c) of the Contract shall be the rate for Overrun of Maximum Storage Balance or Drafted Storage Balance under Unauthorized Overrun specified in Enbridge's Market Price Service Schedule (“MPSS”) or such other replacement rate schedule which may be applicable and as may be amended from time to time by Enbridge; and
- (g) The rates for Services hereunder shall be subject to any orders, rules and regulations of any body having jurisdiction over such rates now or hereafter in effect during the term of this Contract.

Dated: July 28, 2022

ENVIRONMENTAL MATTERS

Environmental Report

1. Enbridge Gas retained Dillon Consulting Ltd. (“Dillon”) to undertake a route evaluation and environmental and socio-economic impact study, which included a cumulative effects assessment, to select the Preferred Route (“PR”) for the Project. As part of the development of the study, Enbridge Gas and Dillon implemented a consultation program to receive input from interested and potentially affected parties including Indigenous communities. The consultation program input was evaluated and integrated into the study. Mitigation measures designed to minimize environmental and community impacts resulting from construction of the Project were also developed as part of the study.
2. The results of the study are documented in the ER entitled Ridge Landfill RNG Project which conforms to the OEB’s *Environmental Guidelines for the Location, Construction and Operation of Hydrocarbon Pipelines and Facilities in Ontario, 7th Edition, 2016* (“Guidelines”). Due to its size, the ER is not included in the electronic filing of this Application. However, it is available on the Project webpage on Enbridge Gas’s website.¹ Enbridge Gas has included a cover sheet for the ER within its Application at Attachment 1 of this Exhibit. Enbridge Gas agrees with Dillon’s findings.
3. The objectives of the ER include:
 - a) To document existing environmental features;
 - b) To identify potential environmental impacts as a result of Project construction;

¹ <https://www.enbridgegas.com/about-enbridge-gas/projects/ridge-landfill-renewable-natural-gas-project>

- c) To present mitigation techniques that minimize potential environmental impacts;
and
 - d) To provide the pipeline contractor and Company inspectors involved in the construction of the pipeline with general and site-specific guidelines for environmental protection that supplement Enbridge Gas's Specifications.
4. Details of the study process can be found in Section 2.0 of the ER and details of the routing constraints analysis can be found in Section 2.1.2 of the ER. Details of the consultation program can be found in Section 3.0 of the ER.
5. During the consultation process for development of the ER, Enbridge Gas and Dillon received comments from the public, agencies, interest groups, municipal and elected officials and Indigenous groups. Stakeholder engagement logs can be found in Appendix G of the ER.
6. During the week of April 11, 2022, a Notice of Study Commencement and Virtual Information Session for the Project was mailed to approximately 4,300 residences and businesses in the Study Area via Canada Post, and was emailed to potentially affected Indigenous communities, members of the Ontario Pipeline Coordinating Committee ("OPCC"), and to municipal, provincial and federal government agencies.

Routing

7. Enbridge Gas retained Dillon to evaluate potential routes for the Project using existing routes, and the consideration of environmental and socio-economic constraints. Details of the routing exercise can be found in Section 5.0 of the ER.

Environmental Protection Plan

8. Construction of the Project will be conducted in accordance with Enbridge Gas's Specifications and the recommendations in the ER. An Environmental Protection Plan ("EPP") will be developed for the Project prior to construction. The EPP will incorporate recommended mitigation measures contained in the ER and any mitigation measures that may be obtained from agency consultation for the environmental issues associated with the proposed works. These mitigation measures will be communicated to the construction contractor prior to the commencement of construction of the Project. A qualified Environmental Inspector or suitable representative will be available to assist the Project Manager in seeing that mitigation measures identified in the EPP as well as permitting requirements and any associated conditions of approval established by the OEB are adhered to and that commitments made to the public, landowners and agencies are honored. The Environmental Inspector and Project Manager will also mitigate any unforeseen environmental circumstances that arise before, during and after construction.
9. Recommended mitigation measures for potential effects have been developed in the ER to address environmental and socio-economic features found along the PR. A summary of potential effects and recommended mitigation measures can be found in Section 6.0, Table 6 of the ER.
10. Using the mitigation measures found within the ER, EPP and additional mitigation measures provided by regulatory agencies through the permitting and approval process (if received), no significant adverse effects from construction and operation of the Project are anticipated. Enbridge Gas will complete the EPP prior to mobilization and construction of the Project. The cumulative effects assessment

completed as part of the ER indicates that no significant cumulative effects are anticipated from Project construction.

11. The ER was circulated to the OPCC, Indigenous communities, the Municipality of Chatham-Kent and the LTVCA on June 17, 2022. All comments received as of the time of submission of this Application are set out within the ER at Appendix G.

Cultural Heritage Assessment

12. A Cultural Heritage Screening Report was completed for the Project and submitted to the Ministry of Heritage, Sport, Tourism and Culture Industries ("MHSTCI") on April 19, 2022. The Cultural Heritage Screening Report includes the MHSTCI Cultural Heritage Checklist and is provided in Appendix B of the ER. The MHSTCI responded on June 9 and verbally confirmed that they agree with the recommendation in the Cultural Heritage Screening Report that a Cultural Heritage Assessment Report be completed prior to construction.
13. A Cultural Heritage Assessment Report will be completed in the summer of 2022 and submitted to the MHSTCI prior to commencement of Project construction.

Archaeological Assessment

14. A Stage 1 Archaeological Assessment ("AA") undertaken by TMHC Inc. was submitted to the MHSTCI for review on April 18, 2022 and entered into the Ontario Public Register of Archaeological Reports on April 21, 2022. The Stage 1 AA can be found in Appendix A of the ER. A Stage 2 AA is required based on the findings of the Stage 1 AA. A Stage 2 AA will be completed in summer/fall 2022, submitted to the MHSTCI for review, and entered onto the Ontario Public Register of Archaeological Reports.

15. Indigenous communities are invited to participate in the AAs.

Wetlands

16. The Project route does not cross any provincially evaluated wetlands.

Tree Removal

17. For trees removed within the proposed easement and temporary working space, Enbridge Gas has a tree replacement program that consists of replanting at least twice the woodlot area cleared for construction. Coniferous and deciduous seedlings native to Ontario are planted within the region of the Project and maintained up to a period of five years or until the trees reach a free-to-grow status defined by a height of one metre and are free of adjacent brush competition. Replanting must be done in accordance with Enbridge Gas policies regarding tree planting so that the easement is left open for access to the pipeline and aerial patrol. Landowners are given first right of refusal for tree planting.

ENVIRONMENTAL REPORT

1. Due to the size of the ER, a copy has been provided under separate cover. The ER can be found electronically by accessing the following link, then navigating to the “Regulatory Information” tab:

<https://www.enbridgegas.com/about-enbridge-gas/projects/ridge-landfill-renewable-natural-gas-project>

LAND MATTERS & AGREEMENTS

Land Requirements

1. Drawings showing the location of the PR are provided at Attachment 1 to this Exhibit. The names and addresses of landowners have been removed from this Attachment to safeguard landowner privacy.
2. The PR for the Project is also summarized in Exhibit D, Tab 1, Schedule 1, and described in more detail in Section 5 of the ER, found at Exhibit F, Tab 1, Schedule 1, Attachment 1.
3. The PR for the Project follows the public road allowance for the majority of the proposed pipeline. Permanent easement will also be required for the Project.
4. Temporary working areas will be required along the PR where the road allowance is too narrow or confined to facilitate construction. These areas will be identified with the assistance of the construction contractor. Agreements for temporary working rights will be negotiated where required.

Authorizations and Permits Required

5. Enbridge Gas's preliminary work on the Project has identified the following potential required authorizations:

Provincial Authorizations/Approvals:

- Ontario Energy Board
- Lower Thames Valley Conservation Authority
- Ministry of Heritage, Sport, Tourism and Culture Industries

- Ministry of Environment and Climate Change
- Ministry of Energy

Municipal Authorizations/Approvals:

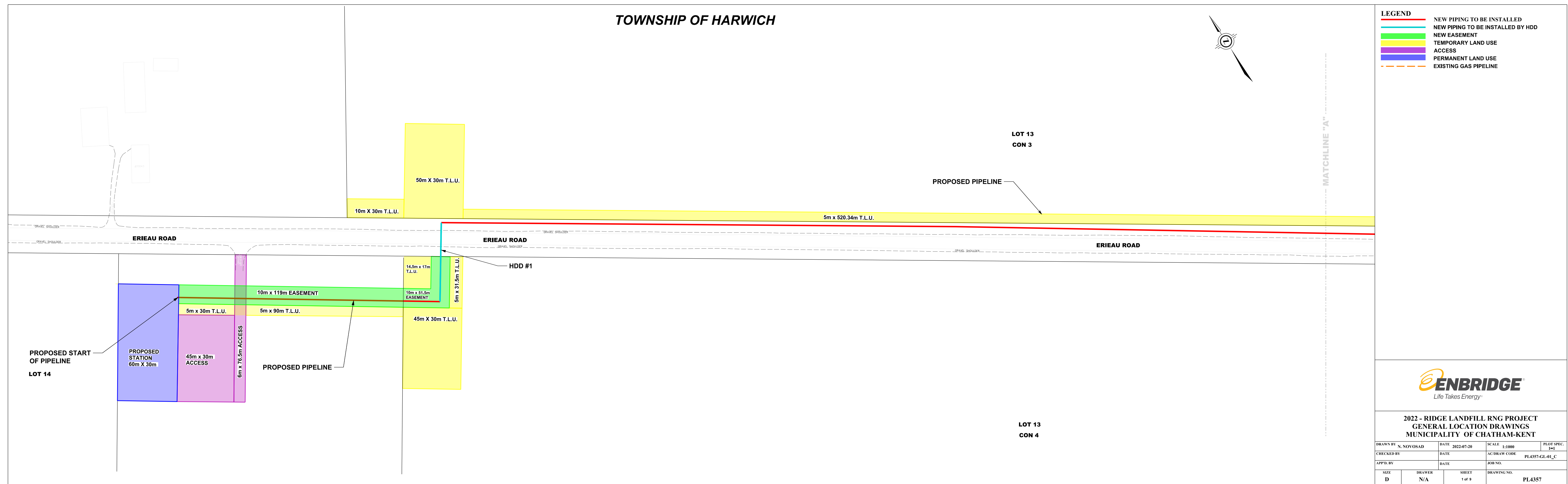
- Municipality of Chatham-Kent

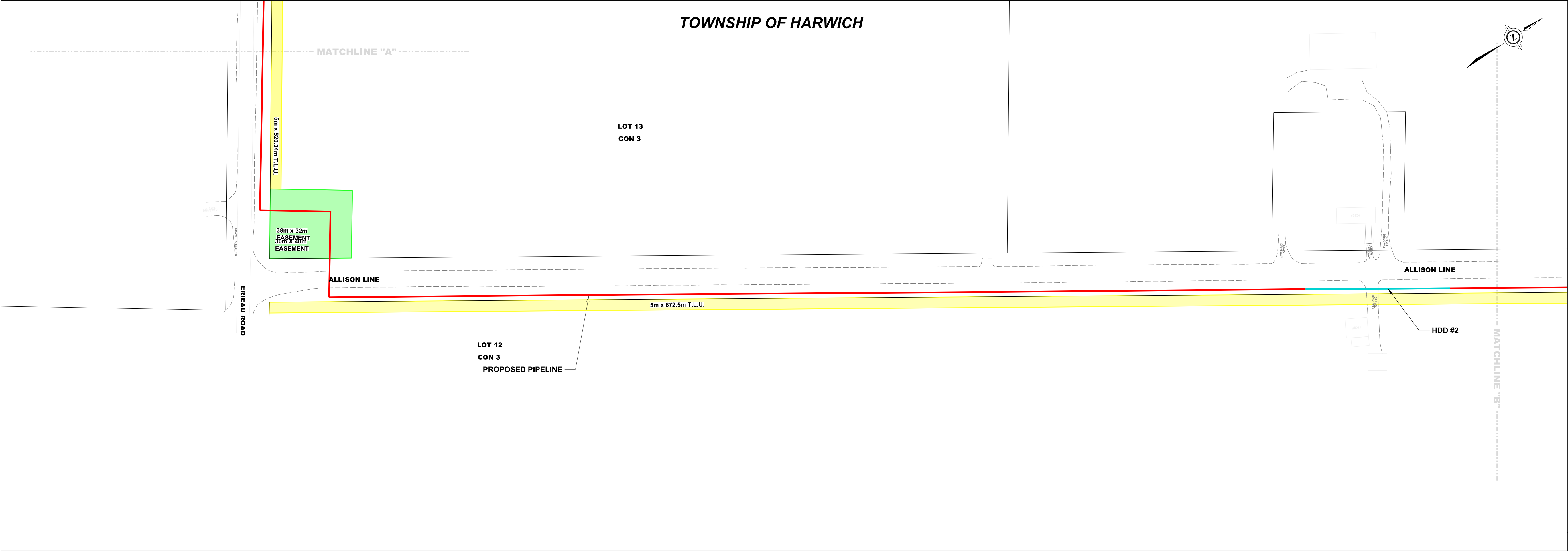
Other:

- Indigenous engagement
 - Landowner agreements
 - Utility circulation
6. Other authorizations, notifications, permits and/or approvals may be required in addition to those identified above.
 7. Enbridge Gas will obtain all required permits, easements and temporary land use agreements if and as required for the route and location of the proposed facilities prior to the commencement of construction.
 8. Attachment 2 to this Exhibit contains the standard form Temporary Land Use Agreement that will be provided to landowners for temporary working space requirements. This agreement was approved by the OEB for use as part of the Company's Greenstone Pipeline Project (EB-2021-0205) on March 17, 2022.
 9. Attachment 3 to this Exhibit contains the standard form Easement Agreement that will be provided to landowners for an easement. This agreement was approved by the OEB for use as part of the Company's Greenstone Pipeline Project (EB-2021-0205) on March 17, 2022.

Land-owner List


10. Attachment 4 to this Exhibit identifies directly as well as indirectly impacted landowners from whom a permanent or temporary land right is needed.





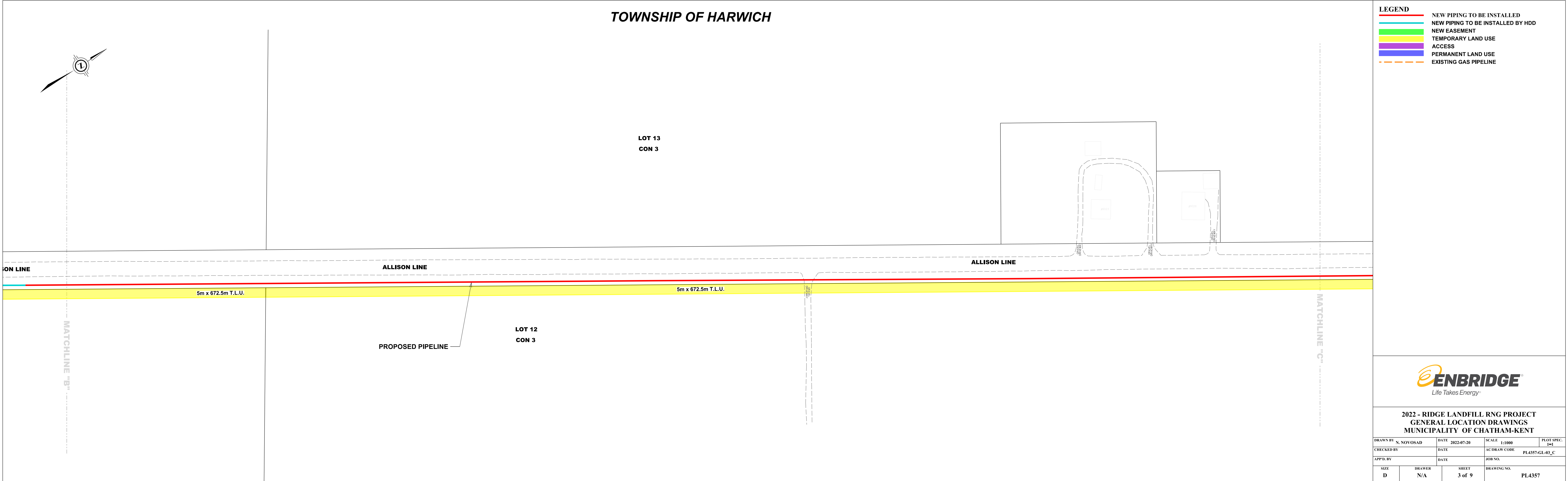
LEGEND

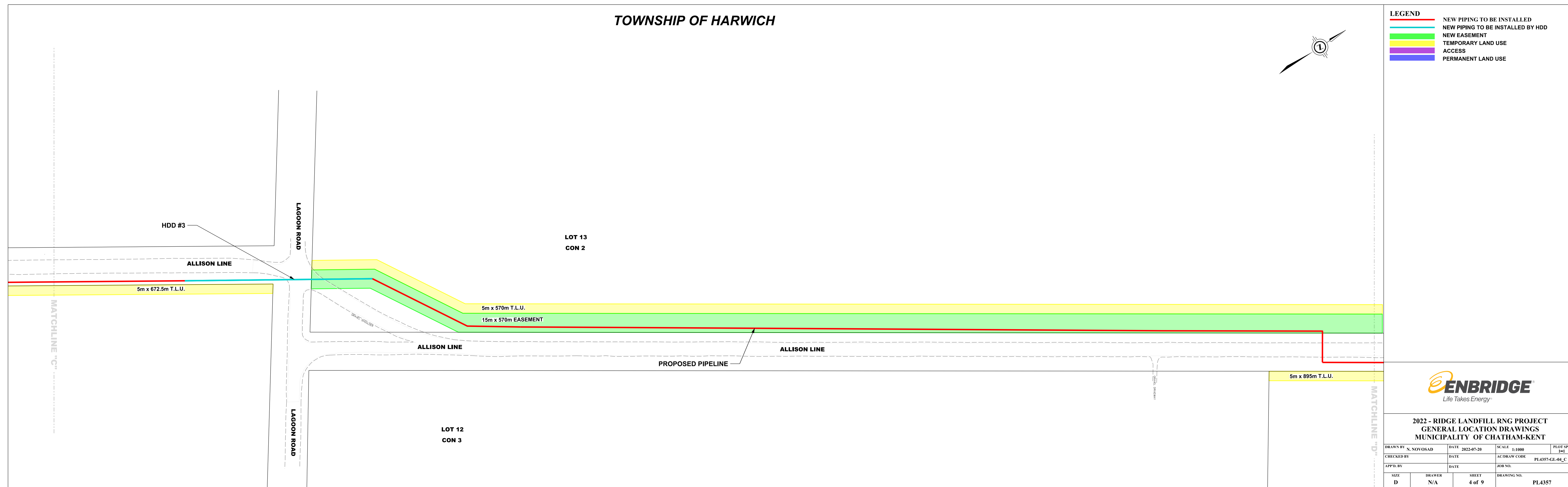
- NEW PIPING TO BE INSTALLED
- NEW PIPING TO BE INSTALLED BY HDD
- NEW EASEMENT
- TEMPORARY LAND USE
- ACCESS
- PERMANENT LAND USE

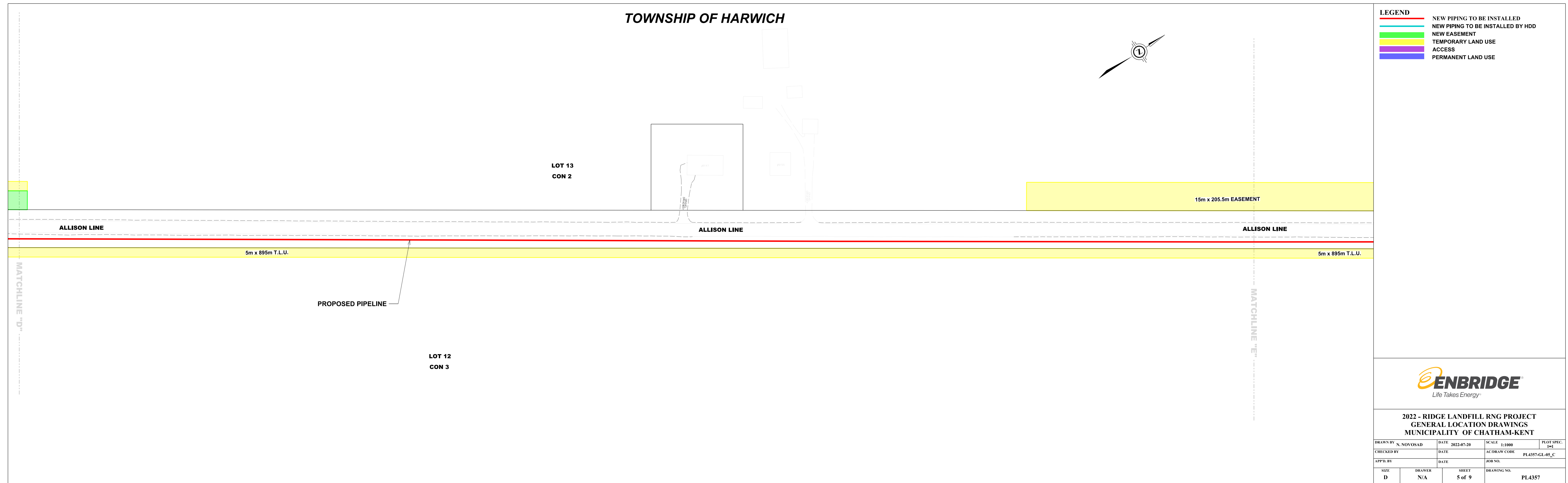


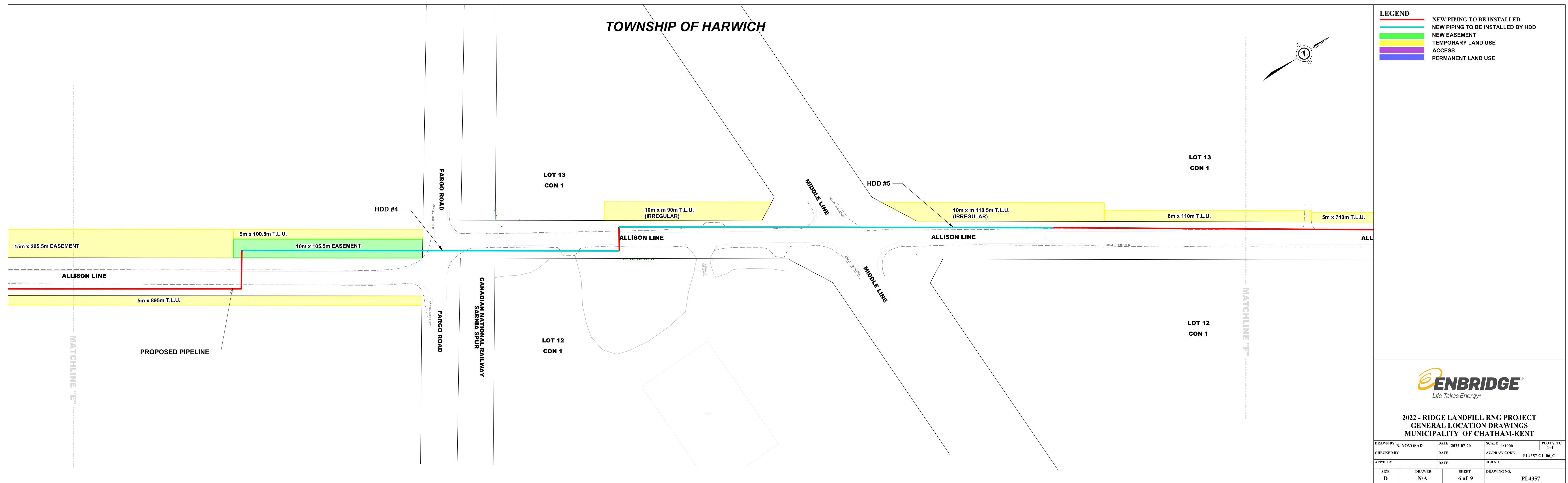
2022 - RIDGE LANDFILL RNG PROJECT
GENERAL LOCATION DRAWINGS
MUNICIPALITY OF CHATHAM-KENT

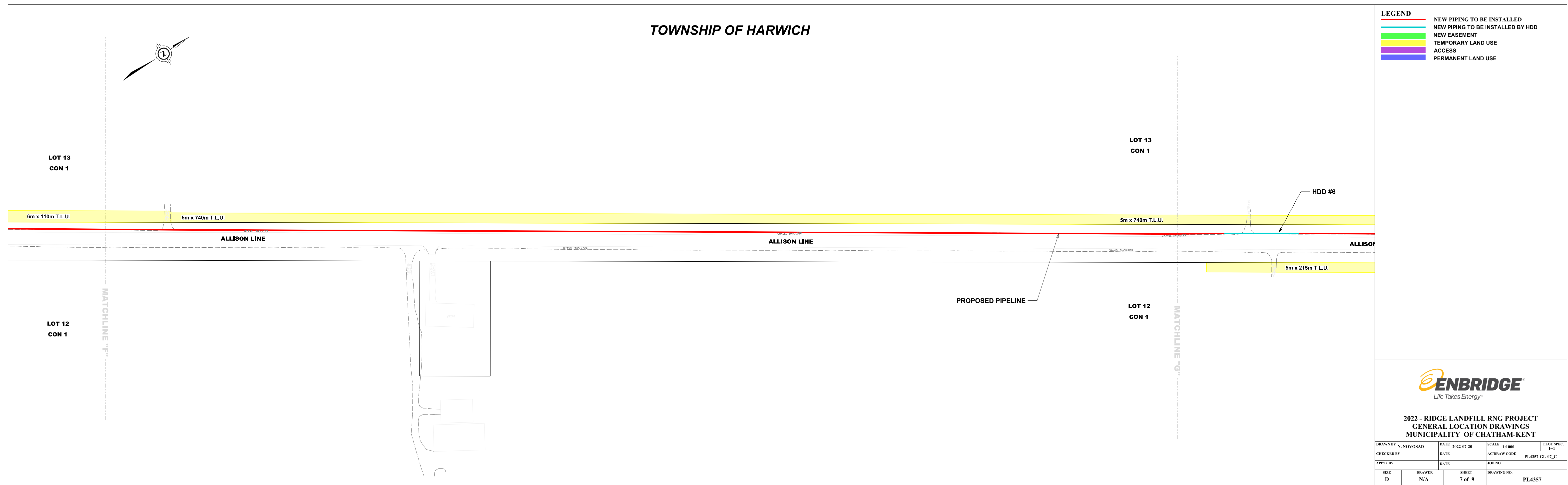
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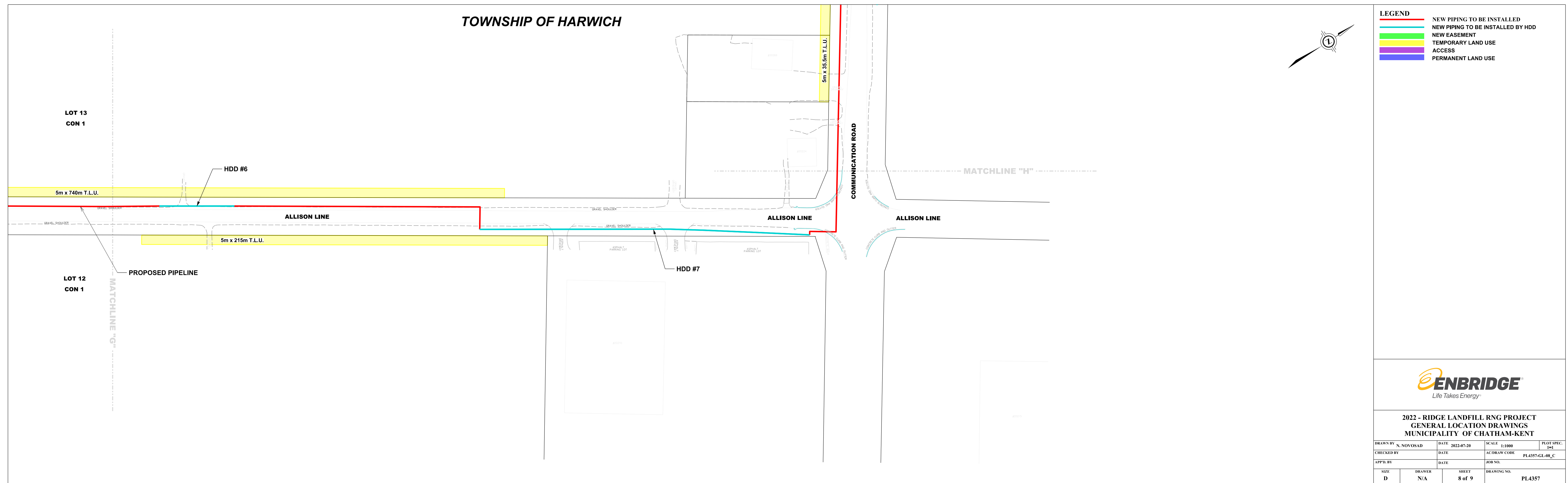


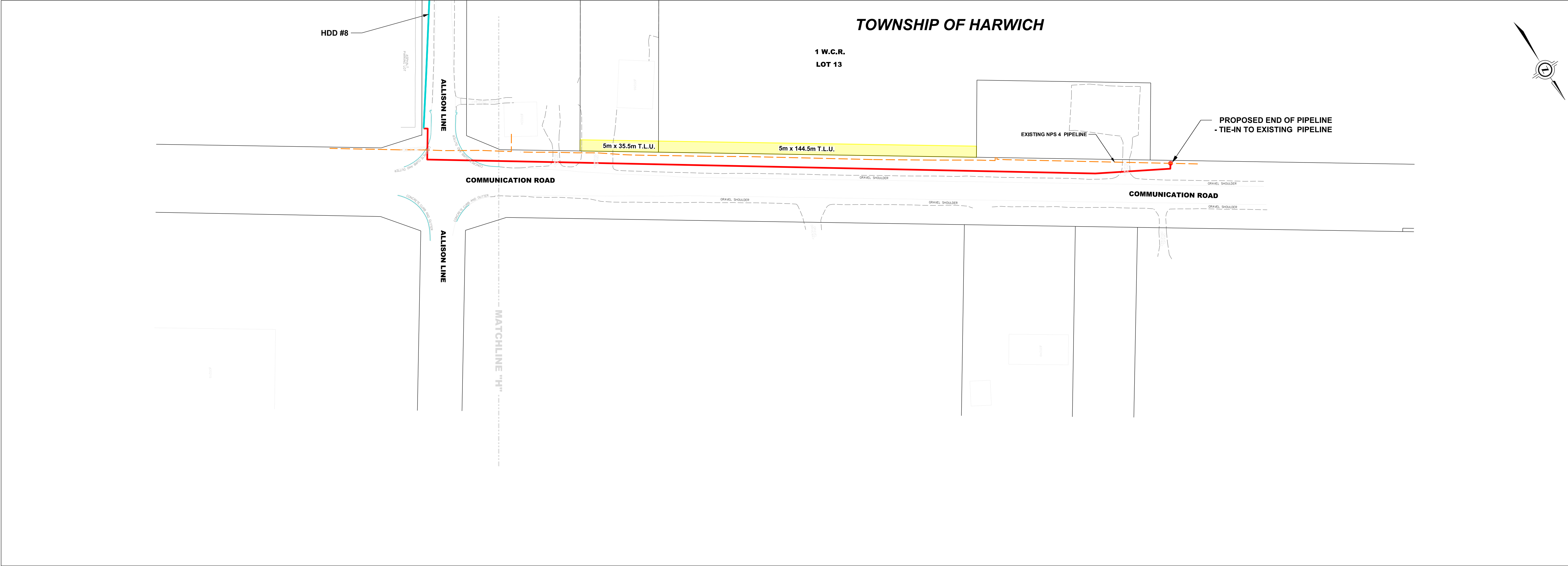












LEGEND

- NEW PIPING TO BE INSTALLED
- NEW PIPING TO BE INSTALLED BY HDD
- NEW EASEMENT
- TEMPORARY LAND USE
- ACCESS
- PERMANENT LAND USE
- EXISTING GAS PIPELINE

2022 - RIDGE LANDFILL RNG PROJECT
GENERAL LOCATION DRAWINGS
MUNICIPALITY OF CHATHAM-KENT

DRAWN BY	N. NOVOSAD	DATE	2022-07-20	SCALE	1:1000	PLOT SPEC.	1=1
CHECKED BY		DATE		AC/DRAW CODE	PL4357-GL-09_C		
APPROVED BY		DATE		JOB NO.			
SIZE	D	DRAWER	N/A	SHEET	9 of 9		
				DRAWING NO.	PL4357		

TEMPORARY LAND USE AGREEMENT

(hereinafter called the "Agreement")

Between

(hereinafter called the "Owner")

and

ENBRIDGE GAS INC.
(hereinafter called the "Company")

In consideration of the sum of _____XX/100 Dollars (\$_____), payable by the Company to the Owner within thirty (30) days of signing of this Agreement in accordance with the Compensation labelled as **Appendix "D"** hereto.

the Owner of **PIN:**

Legal Description: labelled as **Appendix "B"** hereto, hereby grants to the Company, its servants, agents, employees, contractors and sub-contractors and those engaged in its and their business, the right on foot and/or with vehicles, supplies, machinery and equipment at any time and from time to time during the term of this Agreement to enter upon, use and occupy a parcel of land (hereinafter called the "Lands") more particularly described on the Sketch attached hereto labelled as Appendix "A" and forming part of this Agreement, the Lands being immediately adjacent to and abutting the **Choose an item.** for any purpose incidental to, or that the Company may require in conjunction with, the construction by or on behalf of the Company of a proposed **Choose an item.** and appurtenances on the Lands including, without limiting the generality of the foregoing, the right to make temporary openings in any fence (if applicable) along or across the Lands and to remove any other object therein or thereon interfering with the free and full enjoyment of the right hereby granted and further including the right of surveying and placing, storing, levelling and removing earth, dirt, fill, stone, debris of all kinds, pipe, supplies, equipment, vehicles and machinery and of movement of vehicles, machinery and equipment of all kinds.

1. This Agreement is granted upon the following understandings:
- a) The rights hereby granted terminate on the day of , 20.
 - b) The Company shall make to the person entitled thereto due compensation for any damages resulting from the exercise of the right hereby granted and if the compensation is not agreed upon it shall be determined in the manner prescribed by Section 100 of The Ontario Energy Board Act, R.S.O. 1998 S.O. 1998, c.15 Schedule B, as amended or any Act passed in amendment thereof or substitution there for;
 - c) As soon as reasonably possible after the construction, the Company at its own expense will level the Lands, remove all debris therefrom and in all respects, restore the Lands to their former state so far as is reasonably possible, save and except for items in respect of which compensation is due under paragraph (b) and the Company will also restore any gates and fences interfered with around, (*if applicable*) the Lands as closely and as reasonably possible to the condition in which they existed immediately prior to such interference by the Company.
 - d) It is further agreed that the Company shall assume all liability and obligations for any and all loss, damage or injury, (including death) to persons or property that would not have happened but for this Agreement or anything done or maintained by the Company hereunder or intended so to be and the Company shall at all times indemnify and save harmless the Owner from and against all such loss, damage or injury and all actions, suits, proceedings, costs, charges, damages, expenses, claims or demands arising therefrom or connected therewith provided that the Company shall not be liable under the Clause to the extent to which such loss, damage or injury is caused or contributed to by the negligence or wilful misconduct of the Owner.

The Company and the Owner agree to perform the covenants on its part herein contained.

Dated this ____ day of _____ 20__.

[Insert name of individual or corporation]

Signature (Owner)

Print Name(s) (and position held if applicable)
Choose an item

Address (Owner)

Signature (Owner)

Print Name(s) (and position held if applicable)
Choose an item.

Address (Owner)

ENBRIDGE GAS INC.

Signature (Company)
, Choose an item.

Name & Title (Enbridge Gas Inc.)
I have authority to bind the Corporation.

519-436-4673
Telephone Number (Enbridge Gas Inc.)

Additional Information: (if applicable):

Property Address:

HST Registration Number:

PIPELINE EASEMENT

(hereinafter called the "Easement")

Between

(hereinafter called the "Transferor")

and

ENBRIDGE GAS INC.
(hereinafter called the "Transferee")

This is an Easement in Gross.

WHEREAS the Transferor is the owner in fee simple of those lands and premises more particularly described as:

PIN:

Legal Description:

(hereinafter called the "Transferor's Lands").

The Transferor does hereby GRANT, CONVEY, TRANSFER AND CONFIRM unto the Transferee, its successors and assigns, to be used and enjoyed as appurtenant to all or any part of the lands, the right, liberty, privilege and easement on, over, in, under and/or through a strip of the Transferor's Lands more particularly described as:

BEING PIN/PART OF THE PIN:

Legal Description:

(hereinafter called the "Lands") to survey, lay, construct, maintain, brush, clear trees and vegetation, inspect, patrol, alter, remove, replace, reconstruct, repair, move, keep, use and/or operate one pipeline for the transmission of Pipeline quality natural gas as defined in The Ontario Energy Board Act S.O. 1998 (hereinafter called the "Pipeline") including therewith all such buried attachments, equipment and appliances for cathodic protection which the Transferee may deem necessary or convenient thereto, together with the right of ingress and egress at any and all times over and upon the Lands for its servants, agents, employees, those engaged in its business, contractors and subcontractors on foot and/or with vehicles, supplies, machinery and equipment for all purposes necessary or incidental to the exercise and enjoyment of the rights, liberty, privileges and easement hereby granted. The Parties hereto mutually covenant and agree each with the other as follows:

1. In Consideration of the sum of ---- 00/100 Dollars (\$) (hereinafter called the "Consideration"), which sum is payment in full for the rights and interest hereby granted and for the rights and interest, if any, acquired by the Transferee by expropriation, including in either or both cases payment in full for all such matters as injurious affection to remaining lands and the effect, if any, of registration on title of this document and where applicable, of the expropriation documents, subject to Clause 12 hereof to be paid by the Transferee to the Transferor within 90 days from the date of these presents or prior to the exercise by the Transferee of any of its rights hereunder other than the right to survey (whichever may be the earlier date), the rights, privileges and easement hereby granted shall continue in perpetuity or until the Transferee, with the express written consent of the Transferor, shall execute and deliver a surrender thereof. Prior to such surrender, the Transferee shall remove all debris as may have resulted from the Transferee's use of the Lands from the Lands and in all respects restore the Lands to its previous productivity and fertility so far as is reasonably possible, save and except for items in respect of which compensation is due under Clause 2, hereof. As part of the Transferee's obligation to restore the Lands upon surrender of its easement, the Transferee agrees at the option of the Transferor to remove the Pipeline from the Lands. The Transferee and the Transferor shall surrender the Easement and the Transferee shall remove the Pipeline at the Transferor's option where the Pipeline has been abandoned. The Pipeline shall be deemed to be abandoned where: (a) corrosion protection is no longer applied to the Pipeline, or, (b) the Pipeline becomes unfit for service in accordance with Ontario standards. The Transferee shall, within 60 days of either of these events occurring, provide the Transferor with notice of the event. Upon removal of the Pipeline and restoration of the Lands as required by this agreement, the Transferor shall release the Transferee from further obligations in respect of restoration.
2. The Transferee shall make to the Transferor (or the person or persons entitled thereto) due compensation for any damages to the Lands resulting from the exercise of any of the rights herein granted, and if the compensation is not agreed upon by the Transferee and the Transferor, it shall be determined by arbitration in the manner prescribed by the Expropriations Act, R.S.O. 1990, Chapter E-26 or any Act passed in amendment thereof or substitution therefore. Any gates, fences

and tile drains curbs, gutters, asphalt paving, lock stone, patio tiles interfered with by the Transferee shall be restored by the Transferee at its expense as closely as reasonably possible to the condition and function in which they existed immediately prior to such interference by the Transferee and in the case of tile drains, such restoration shall be performed in accordance with good drainage practice and applicable government regulations.

3. The Pipeline (including attachments, equipment and appliances for cathodic protection but excluding valves, take-offs and fencing installed under Clause 9 hereof) shall be laid to such a depth that upon completion of installation it will not obstruct the natural surface run-off from the Lands nor ordinary cultivation of the Lands nor any tile drainage system existing in the Lands at the time of installation of the Pipeline nor any planned tile drainage system to be laid in the Lands in accordance with standard drainage practice, if the Transferee is given at least thirty (30) days' notice of such planned system prior to the installation of the Pipeline. The Transferee agrees to make reasonable efforts to accommodate the planning and installation of future tile drainage systems following installation of the Pipeline so as not to obstruct or interfere with such tile installation. In the event there is a change in the use of all, or a portion of the Transferor Lands adjacent to the Lands which results in the pipeline no longer being in compliance with the pipeline design class location requirements, then the Transferee shall be responsible for any costs associated with any changes to the Pipeline required to ensure compliance with the class location requirements.
4. As soon as reasonably possible after the construction of the Pipeline, the Transferee shall level the Lands and unless otherwise agreed to by the Transferor, shall remove all debris as may have resulted from the Transferee's use of the Lands therefrom and in all respects restore the Lands to its previous productivity and fertility so far as is reasonably possible, save and except for items in respect of which compensation is due under Clause 2 hereof.
5. It is further agreed that the Transferee shall assume all liability and obligations for any and all loss, damage or injury, (including death) to persons or property that would not have happened but for this Easement or anything done or maintained by the Transferee hereunder or intended so to be and the Transferee shall at all times indemnify and save harmless the Transferor from and against all such loss, damage or injury and all actions, suits, proceedings, costs, charges, damages, expenses, claims or demands arising therefrom or connected therewith provided that the Transferee shall not be liable under the clause to the extent to which such loss, damage or injury is caused or contributed to by the negligence or wilful misconduct of the Transferor.
6. In the event that the Transferee fails to comply with any of the requirements set out in Clauses 2, 3, or 4 hereof within a reasonable time of the receipt of notice in writing from the Transferor setting forth the failure complained of, the Transferee shall compensate the Transferor (or the person or persons entitled thereto) for any damage, if any, necessarily resulting from such failure and the reasonable costs if any, incurred in the recovery of those damages.
7. Except in case of emergency, the Transferee shall not enter upon any of the Transferor's Lands, other than the Lands, without the consent of the Transferor. In case of emergency the right of entry upon the Transferor's Lands for ingress and egress to and from the Lands is hereby granted. The determination of what circumstances constitute an emergency, for purposes of this paragraph is within the absolute discretion of the Transferee, but is a situation in which the Transferee has a need to access the Pipeline in the public interest without notice to the Transferor, subject to the provisions of Clause 2 herein. The Transferee will, within 72 hours of entry upon such lands, advise the Transferor of the said emergency circumstances and thereafter provide a written report to Transferor with respect to the resolution of the emergency situation. The Transferee shall restore the lands of the Transferor at its expense as closely as reasonably practicable to the condition in which they existed immediately prior to such interference by the Transferee and in the case of tile drains, such restoration shall be performed in accordance with good drainage practice.
8. The Transferor shall have the right to fully use and enjoy the Lands except for planting trees over the lesser of the Lands or a six (6) meter strip centered over the Pipeline, and except as may be necessary for any of the purposes hereby granted to the Transferee, provided that the Transferor shall not excavate, drill, install, erect or permit to be excavated, drilled, installed or erected in, on, over or through the Lands any pit, well, foundation, building, mobile homes or other structure or installation and the Transferor shall not deposit or store any flammable material, solid or liquid spoil, refuse, waste or effluent on the Lands. Notwithstanding the foregoing the Transferee upon request shall consent to the Transferor erecting or repairing fences, hedges, pavement, lockstone constructing or repairing tile drains and domestic sewer pipes, water pipes, and utility pipes and constructing or repairing lanes, roads, driveways, pathways, and walks across, on and in the Lands or any portion or portions thereof, provided that before commencing any of the work referred to in

this sentence the Transferor shall (a) give the Transferee at least (30) clear days' notice in writing describing the work desired so as to enable the Transferee to evaluate and comment on the work proposed and to have a representative inspect the site and/or be present at any time or times during the performance of the work, (b) shall follow the instructions of such representative as to the performance of such work without damage to the Pipeline, (c) shall exercise a high degree of care in carrying out any such work and, (d) shall perform any such work in such a manner as not to endanger or damage the Pipeline as may be required by the Transferee.

9. The rights, privileges and easement herein granted shall include the right to install, keep, use, operate, service, maintain, repair, remove and/or replace in, on and above the Lands any valves and/or take-offs subject to additional agreements and to fence in such valves and/or take-offs and to keep same fenced in, but for this right the Transferee shall pay to the Transferor (or the person or persons entitled thereto) such additional compensation as may be agreed upon and in default of agreement as may be settled by arbitration under the provisions of The Ontario Energy Board Act, S.O. 1998, or any Act passed in amendment thereof or substitution therefore. The Transferee shall keep down weeds on any lands removed from cultivation by reason of locating any valves and/or take-offs in the Lands.
10. Notwithstanding any rule of law or equity and even though the Pipeline and its appurtenances may become annexed or affixed to the realty, title thereto shall nevertheless remain in the Transferee.
11. Neither this Agreement nor anything herein contained nor anything done hereunder shall affect or prejudice the Transferee's rights to acquire the Lands or any other portion or portions of the Transferor's lands under the provisions of The Ontario Energy Board Act, S.O. 1998, or any other laws, which rights the Transferee may exercise at its discretion in the event of the Transferor being unable or unwilling for any reason to perform this Agreement or give to the Transferee a clear and unencumbered title to the easement herein granted.
12. The Transferor covenants that he has the right to convey this Easement notwithstanding any act on his part, that he will execute such further assurances of this Easement as may be requisite and which the Transferee may at its expense prepare and that the Transferee, performing and observing the covenants and conditions on its part to be performed, shall have quiet possession and enjoyment of the rights, privileges and easement hereby granted. If it shall appear that at the date hereof the Transferor is not the sole owner of the Lands, this Easement shall nevertheless bind the Transferor to the full extent of his interest therein and shall also extend to any after-acquired interest, but all moneys payable hereunder shall be paid to the Transferor only in the proportion that his interest in the Lands bears to the entire interest therein.
13. In the event that the Transferee fails to pay the Consideration as hereinbefore provided, the Transferor shall have the right to declare this Easement cancelled after the expiration of 15 days from personal service upon the Lands Department of the Transferee at its Executive Head Office in Chatham, Ontario, (or at such other point in Ontario as the Transferee may from time to time specify by notice in writing to the Transferor) of notice in writing of such default, unless during such 15 day period the Transferee shall pay the Consideration; upon failing to pay as aforesaid, the Transferee shall forthwith after the expiration of 15 days from the service of such notice execute and deliver to the Transferor at the expense of the Transferee, a valid and registrable release and discharge of this Easement.
14. All payments under these presents may be made either in cash or by cheque of the Transferee and may be made to the Transferor (or person or persons entitled thereto) either personally or by mail. All notices and mail sent pursuant to these presents shall be addressed to:
- the Transferor at:
- and to the Transferee at: Enbridge Gas Inc.
P.O. Box 2001
50 Keil Drive North
Chatham, Ontario N7M 5M1
Attention: Lands Department
- or to such other address in either case as the Transferor or the Transferee respectively may from time to time appoint in writing.
15. The rights, privileges and easement hereby granted are and shall be of the same force and effect as a covenant running with the Transferor's Land and this Easement, including all the covenants and conditions herein contained, shall extend to, be binding upon and inure to the benefit of the

heirs, executors, administrators, successors and assigns of the Parties hereto respectively; and, wherever the singular or masculine is used it shall, where necessary, be construed as if the plural, or feminine or neuter had been used, as the case may be.

16. (a) The Transferee represents that it is registered for the purposes of the Harmonized Goods and Services Tax (hereinafter called “HST”) in accordance with the applicable provisions in that regard and pursuant to the Excise Tax Act, (R.S.C., 1985, c. E-15), (hereinafter called “Excise Tax Act”), as amended.
- (b) The Transferee shall undertake to self-assess the HST payable in respect of this transaction pursuant to subparagraphs 221(2) and 228(4) of the Excise Tax Act, and to remit and file a return in respect of HST owing as required under the said Act for the reporting period in which the HST in this transaction became payable.
- (c) The Transferee shall indemnify and save harmless the Transferor from and against any and all claims, liabilities, penalties, interest, costs and other legal expenses incurred, directly or indirectly, in connection with the assessment of HST payable in respect of the transaction contemplated by this Easement. The Transferee’s obligations under this Clause shall survive this Easement.
17. The Transferor hereby acknowledges that this Easement will be registered electronically.
18. Transferee hereby declares that this easement is being acquired by Transferee for the purpose of a hydrocarbon line within the meaning of Part VI of the Ontario Energy Board Act, 1998 and/or a utility line within the meaning of the Ontario Energy Board Act, 1998.

Dated this _____ day of _____ 20__.

Signature (Transferor)

Print Name(s) (and position held if applicable)

Address (Transferor)

Signature (Transferor)

Print Name(s) (and position held if applicable)

Address (Transferor)

ENBRIDGE GAS INC.

Signature (Transferee)

, Choose an item.

Name & Title (Enbridge Gas Inc.)

I have authority to bind the Corporation.

519-436-4673

Telephone Number (Enbridge Gas Inc.)

Additional Information: (if applicable):

Property Address:

HST Registration Number:

Directly (D) Indirectly (I)	PIN:	Name:	Address:				Property Description:	Mortgage, Lien/Lease And/Or Encumbrances:	Encumbrance Address:
			Street:	City:	Province/Territory:	Potal Code:			
ERIEAU ROAD									
D	00906-0034	RIDGE (CHATHAM) HOLDINGS L.P., RIDGE (CHATHAM) HOLDINGS G.P.INC.	610 Applewood Crescent 6220 Highway 7, Suite 600	Concord Woodbridge	ON	L4K 0E3 L4H 4G3	PT LT 14, CON 4, WEST COMMUNICATION ROAD (HARWICH) AS IN 491717 HARWICH	None	N/A
D	00906-0058	RIDGE (CHATHAM) HOLDINGS G.P.INC.	6220 Highway 7, Suite 600	Woodbridge	ON	L4H 4G3	PART LOTS 14 & 15, CONCESSION 4, WEST COMMUNICATION ROAD (HARWICH) DESIGNATED AS PTS. 1, 2 & 3, 24R4596 AND PTS. 1, 2, 3 & 4, 24R4379 ; SE 1/2 LOT 16, CONCESSION 4, WEST COMMUNICATION ROAD (HARWICH) ; PART LOTS 13 & 14, CONCESSION 4, WEST COMMUNICATION ROAD (HARWICH) DESIGNATED AS PTS. 1 & 2, 24R5663 ; PART LOTS 13 & 14, CONCESSION 4, WEST COMMUNICATION ROAD (HARWICH) AS IN 497169 AND 497170 AS DESCRIBED IN LT12594 EXCEPT PTS. 1 & 2, 24R6476 ; CHATHAM-KENT	None	N/A
I	00906-0013	2326784 ONTARIO LIMITED	6576 Talbot Trail, R.R. #2	Merlin	ON	NOP 1W0	SE 1/2 LOT 16, CONCESSION 3 WEST COMMUNICATION ROAD (HARWICH) HARWICH	None	N/A
I	00906-0014	LUGTIGHEID FARMS LIMITED	22403 Harwich Road	Kent Bridge	ON	NOP 1V0	NW 1/2 LOT 15, CONCESSION 3 WEST COMMUNICATION ROAD (HARWICH) HARWIC	a) FARM CREDIT CORPORATION	a) 1800 Hamilton Street, Regina, SK, S4P 4L3
I	00906-0065			Blenheim	ON	NOP 1A0	PT LT 15, CON 3, WEST COMMUNICATION ROAD (HARWICH), PART 1, 24R10104 MUNICIPALITY CHATHAM-KENT	None	N/A
I	00906-0017	RIDGE (CHATHAM) HOLDINGS G.P.INC.	6220 Highway 7, Suite 600	Woodbridge	ON	L4H 4G3	NW 1/2 OF S W 1/2 LOT 14, CONCESSION 3 WEST COMMUNICATION ROAD (HARWICH) HARWICH	None	N/A
I	00906-0019			Blenheim	ON	NOP 1A0	SE 1/2 OF SW 1/2 LOT 14, CONCESSION 3 WEST COMMUNICATION ROAD (HARWICH) HARWICH	a) ST. WILLIBRORD COMMUNITY CREDIT UNION LIMITED	a) 217 York Street, 4th Floor, London, ON, N6A 5P9
D	00906-0020			Blenheim	ON	NOP 1A0	PT LT 13, CON 3, WEST COMMUNICATION ROAD (HARWICH) AS IN 390054 HARWICH	a) RAM PETROLEUMS LIMITED b) LIBRO CREDIT UNION LIMITED	a) 347 Bay Street, Suite 1008, Toronto, ON M5H 2R7 b) 217 York Street, 4th Floor, London, ON, N6A 5P9
ALLISON ROAD									
D	00940-0333			Blenheim	ON	NOP 1A0	SW 1/2 LOT 12, CONCESSION 3, WEST COMMUNICATION ROAD, GEOGRAPHIC TOWNSHIP OF HARWICH, LYING NORTH OF THE SOUTHERLY LIMIT OF PT. 4, 24R5663 ; CHATHAM-KENT	None	N/A
I	00906-0049			Blenheim	ON	NOP 1A0	NE 1/2 OF SW 1/2 LOT 13, CONCESSION 3 WEST COMMUNICATION ROAD (HARWICH) EXCEPT PART 1, 24R1603 & PART 1, 24R6072 HARWICH	a) FARM CREDIT CANADA	b) 1133 St. George Boulevard, Suite 200, Moncton, New Brunswick, E1E 4E1
I	00906-0051			Blenheim	ON	NOP 1A0	PART OF LOT 13, CONCESSION 3, WEST COMMUNICATION ROAD (HARWICH) NOW PART 1, 24R1603 & PART 1, 24R6072, HARWICH		
I	00906-0055			Blenheim	ON	NOP 1A0	PART LOT 13, CONCESSION 3, WEST COMMUNICATION ROAD, GEOGRAPHIC TOWNSHIP OF HARWICH, AS IN 528329 EXCEPT PTS. 1 & 2, 24R6362 ; CHATHAM-KENT	a) FARM CREDIT CANADA	a) 1133 St. George Boulevard, Suite 200, Moncton, New Brunswick, E1E 4E1
D	00940-0145			Blenheim	ON	NOP 1A0	NE1/2 LOT 12, CON 3 WEST COMMUNICATION ROAD (HARWICH) LYING NORTH OF P ART 5, 24R5663 ; CHATHAM-KENT	None	N/A
I	00906-0054			Blenheim	ON	NOP 1A0	PART LOT 13, CONCESSION 3, WEST COMMUNICATION ROAD, GEOGRAPHIC TOWNSHIP OF HARWICH, DESIGNATED AS PTS. 1 & 2, 24R6362 SUBJECT TO EASEMENT AS IN LT23507 OVER PT. 2, 24R6362 IN FAVOUR OF THE OWNERS OF THE LANDS DESCRIBED IN 115516 (BEING PIN. 00906-0024) ; CHATHAM-KENT		
I	00906-0024			Blenheim	ON	NOP 1A0	PART LOT 13, CONCESSION 3, WEST COMMUNICATION ROAD (HARWICH) AS IN 115516 TOGETHER WITH EASEMENT AS IN LT23507 OVER PT. 2, 24R6362 HARWICH		
LAGOON ROAD									
D	00907-0055			Blenheim	ON	NOP 1A0	PART LOT 13, CONCESSION 2 WEST COMMUNICATION ROAD (HARWICH) AS IN HA31712 SAVE & EXCEPT PT 1, 24R3117, S/T 390303 "DESCRIPTION IN HA31712 MAY NOT BE ACCEPTABLE IN THE FUTURE" ; CHATHAM-KENT ; DESCRIPTION AMENDED 1999/08/17 BY R. PINSONNEAULT SUBJECT TO AN EASEMENT IN GROSS OVER PART 2, 24R10889 AS IN CK192557	a) HYDRO ONE NETWROKS INC.	b) 185 Clegg Road, Markham, ON, L6B 1B7
I	00912-0044	THE CORPORATION OF THE TOWN OF BLENHEIM	315 King Street West	Chatham	ON	N7M 5K8	PT LOTS 11 & 12, CON 2, WEST COMMUNICATION ROAD (HARWICH), AS IN 249112 HARWIC	None	N/A
D	00912-0514	VAN DE VELDE FARMS INC.	1 Sunset Crescent, P.O. Box 2357	Blenheim	ON	NOP 1A0	PART OF LOT 12, CONCESSION 2, WEST COMMUNICATION ROAD, GEOGRAPHIC TOWNSHIP OF HARWICH, DESIGNATED AS PART 1, 24R7461 ; CHATHAM-KENT	a) FARM CREDIT CANADA	a) 1133 St. George Boulevard, Suite 200, Moncton, New Brunswick, E1E 4E1
I	00907-0053			Blenheim	ON	NOP 1A0	PART LOT 13, CONCESSION 2, WEST COMMUNICATION ROAD (HARWICH); PT 1, 24R-3117. HARWICH	a) UNIGASCO COMMUNITY CREDIT UNION LIMITED	b) 40 Keil Drive South, Chatham, ON, N7M 3G8
FARGO ROAD									
I	00907-0031	THE ERIE AND HURON RAILWAY COMPANY	500 Water Street, 15th Foor	Jacksonville	FL	32202	PART LOT 13, CONCESSION 1 WEST COMMUNICATION ROAD (HARWICH) AS IN HA-4847 "DESCRIPTION IN HA4847 MAY NOT BE ACCEPTABLE IN THE FUTURE" HARWIC	None	N/A
I	00912-0447	THE LAKE ERIE AND DETROIT RIVER RAILWAY COMPANY; LAKE ERIE AND DETROIT RIVER RAILWAY; THE ERIE AND HURON RAILWAY COMPANY	500 Water Street, 15th Foor	Jacksonville	FL	32202	PART LOTS 11 AND 12 CON 1, WEST COMMUNICATION ROAD (HARWICH) AS IN BL3771, HA4741, HA4743, HA 10265, HA10266, HA17912, HA6989 SAVE AND EXCEPT PART 4,5,6,7 AND 8, 24R 5593. SUBJECT TO AN EASEMENT AS IN 401320, IN FAVOUR OF THE CORPORATION OF THE TOWN OF BLENHEIM OVER PART 1, 24R 2821; SUBJECT TO AN EASEMENT AS IN 264821 IN FAVOUR OF THE COR PORATION OF THE MUNICIPALITY OF CHATHAM-KENTOVER PART 5, 24R278 ; CHAT HAM-KENT	a) HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT b) THE CORPORATION OF THE TOWN OF BLENHEIM	a) 2nd Floor, Macdonald Block, 900 Bay Street, Toronto, ON, M7A 1N3 b) 315 King Street West, Chatham, ON, N7M 5K8

D	00907-0028	GORDON J. RODGER & SONS LIMITED	P.O. Box 40, 8913 Talbot Trail	Blenheim	ON	NOP 1A0	PT LT 13, CON 1 WEST COMMUNICATION ROAD (HARWICH) AS IN 358393 HARWICH	None	N/A
D	00912-0378	KENT FARM SUPPLIES LIMITED	9224 Allison Line	Blenheim	ON	NOP 1A0	PART LOT 12, CON. 1, WEST COMMUNICATION ROAD (HARWICH) AS IN 372546 HARWIC	a) CANADIAN IMPERIAL BANK OF COMMERCE b) 552169 ONTARIO INC. c) 1118371 ONTARIO INC.	a) 27 Talbot Street West, Blenheim, ON, NOP 1A0 b) R.R. #5, Blenheim, ON, NOP 1A0 c) R.R. #1, Blenheim, ON, NOP 1A0
MIDDLE LINE									
D	00907-0069			Blenheim	ON	NOP 1A0	PART OF LOT 13, CONCESSION 1, WEST COMMUNICATION ROAD, GEOGRAPHIC TOWNSHIP OF HARWICH AS IN 498892 & 201559 EXCEPT PARTS 1 & 2, 24R8171,DESCRIPTION IN 201559 MAY NOT BE ACCEPTABLE IN THE FUTURE, S/T HA35822; CHATHAM-KENT	a) THE BELL TELEPHONE COMPANY OF CANADA b) FARM CREDIT CANADA	a) P.O. Box 920, Station A, Toronto, ON M5W 1G5 b) 1133 St. George Boulevard, Suite 200, Moncton, New Brunswick, E1E 4E1
D	00912-0558			Blenheim	ON	NOP 1A0	PART LOT 12, CONCESSION 1 WEST COMMUNICATION ROAD, HARWICH, AS IN 403067 EXCEPT 234291, 176494, PART 1, 24R7040 & PART 1, 24R6868 "DESCRIPTION IN 403067 MAY NOT BE ACCEPTABLE IN FUTURE RE: 2ND'LY DESCRIBED" SUBJECT TO AN EASEMENT OVER PART 2, 24R6868 IN FAVOUR OF PART 1, 24R6868 AS IN LT33478 MUNICIPALITY CHATHAM-KENT		
I	00912-0557			Blenheim	ON	NOP 1A0	PART LOT 12, CONCESSION 1, WEST COMMUNICATION ROAD, (HARWICH), PART 1, 24R6868; TOGETHER WITH AN EASEMENT OVER PART 2, 24R6868 AS IN LT33478; MUNICIPALITY CHATHAM-KENT		
I	00912-0483	BLLENHEIM PORTFOLIO INC.	3625 Dufferin Street, 500	Toronto	ON	M3K 1N4	PART LOT 12, CONCESSION 1 WEST COMMUNICATION ROAD, GEOGRAPHIC TOWNSHIP OF HARWICH, DESIGNATED AS PT. 1, 24R7040 ; CHATHAM-KENT	a) SOBEYS CAPITAL INCORPORATED	b) 4980 Tahoe Blvd., Mississauga, ON, L4W 0C7
COMMUNICATION ROAD									
I	00907-0022			Blenheim	ON	NOP 1A0	PART LOT 13, CONCESSION 1 WEST COMMUNICATION ROAD (HARWICH) , PARTS 1 & 2, 24R-4521 HARWICH	None	N/A
I	00908-0065			Blenheim	ON	NOP 1A0	PART OF LOT 13 CONCESSION 1 EAST COMMUNICATION ROAD HARWICH AS IN LT32581 EXCEPT PART 1, 24R10803 MUNICIPALITY CHATHAM-KENT	a) TOONDRI ACRES LTD.	
I	00908-0050			Blenheim	ON	NOP 1A0	PART OF LOT 13, CONCESSION 1, EAST COMMUNICATION ROAD, GEOGRAPHIC TOWNSHIP OF HARWICH, DESIGNATED AS PART 1, 24R6825 ; CHATHAM-KENT	a) ROYAL BANK OF CANADA	a) 10 York Mills Road, 3rd Floor, Toronto, ON, M2P 0A2
I	00928-0570	CANADIAN TIRE PROPERTIES INC.	2180 Yonge Street, 15th Floor, P.O. Box 770, Station K	Toronto	ON	M4P 2V8	PART LOT 12, CON. 1 E.C.R., GEOGRAPHIC TOWNSHIP OF HARWICH, DESIGNATED AS PT. 1, 24R6341 ; CHATHAM-KENT	a) PSI SOLAR FINANCE 1 GP INC. PSI SOLAR FINANCE 1 LIMITED PARTNERSHIP b) CANADIAN TIRE REAL ESTATE LIMITED c) THE MANUFACTURERS LIFE INSURANCE COMPANY	a) 200 Wellington Street West, Suite 1102, Toronto, ON, M5V 3G2 b) 2180 Yonge Street, 15th Floor, P.O. Box 770, Station K, Toronto, M4P 2V8 c) 200 Bloor Street East, North Tower, 6th Floor, Toronto, ON, M4W 1E5
D	00907-0063	HANDY BROS. LIMITED	20226 Communication Road	Blenheim	ON	NOP 1A0	PART LOT 13, CONCESSION 1, WEST COMMUNICATION ROAD, GEOGRAPHIC TOWNSHIP OF HARWICH, DESIGNATED AS PARTS 1 & 2, 24R2601 SUBJECT TO RIGHT OF WAY AS IN 362899 OVER PART 2, 24R2601 ; CHATHAM-KENT		
I	00908-0038			Blenheim	ON	NOP 1A0	PART LOT 13, CONCESSION 1 EAST COMMUNICATION ROAD (HARWICH) AS IN 155653 EXCEPT PART 1, 24R-383 "DESCRIPTION IN 155653 MAY NOT BE ACCEPTABLE IN THE FUTURE" HARWICH	a) LIBRO CREDIT UNION LIMITED b) GENGROWTH SOLAR INC. c) MAXIUM FINANCIAL SERVICES INC.	a) 217 York Street, 4th Floor, London, ON, N6A 5P9 b) 36 King Street East, Suite 800, Toronto, ON, M5C 1E5 c) 30 Vogell Road, Suite 1, Richmond Hill, ON, L4B 3K6
I	00907-0029	UNION GAS LIMITED	50 Keil Drive North	Chatham	ON	N7M 5M1	PART LOT 13, CONCESSION 1 WEST COMMUNICATION ROAD (HARWICH) , PARTS 1,2 & 3, 24R-691 SUBJECT TO HA35822 HARWICH	a) THE BELL TELEPHONE COMPANY OF CANADA	a) P.O. Box 920, Station A, Toronto, ON M5W 1G5

INDIGENOUS¹ CONSULTATION

1. Enbridge Gas is committed to developing and implementing processes that support meaningful engagement with potentially affected Indigenous groups (First Nations and Métis). Through these processes, Enbridge Gas works to build an understanding of project related interests, ensure regulatory requirements are met, mitigate or avoid project-related impacts on Indigenous interests including rights, and to provide mutually beneficial opportunities where possible.
2. Pursuant to the OEB's Guidelines, Enbridge Gas provided the MOE with a description of the Project to determine if the Crown's duty to consult is triggered and if so, whether the MOE would delegate the procedural aspects of consultation to Enbridge Gas. This correspondence, dated November 25, 2021, is set out in Attachment 1 to this Exhibit.
3. Enbridge Gas received a letter ("Delegation Letter") from the MOE dated January 12, 2022, indicating that there are duty to consult requirements in relation to the Project and that the MOE had delegated the procedural aspects of its duty to Enbridge Gas for the Project. The Delegation Letter identified six Indigenous communities to be consulted in relation to the Project. A copy of the Delegation Letter is provided in Attachment 2 to this Exhibit.
4. The Indigenous Consultation Report ("ICR") was provided to the MOE on the date of this filing. The MOE will review Enbridge Gas's consultation with Indigenous groups potentially affected by the Project and provide its decision as to whether consultation is sufficient. Upon receipt of the MOE's decision regarding the

¹ Enbridge Gas has used the terms "Aboriginal" and "Indigenous" interchangeably in its application. "Indigenous" has the meaning assigned by the definition "aboriginal peoples of Canada" in subsection 35(2) of the *Constitution Act, 1982*.

sufficiency of Indigenous consultation on the Project, Enbridge Gas will file it with the OEB. The sufficiency letter provided by the MOE will be included as Attachment 3 to this Exhibit.

Indigenous Engagement Program Objectives

5. The design of the Indigenous engagement program was based on adherence to the OEB's Guidelines and Enbridge Inc.'s company-wide *Indigenous Peoples Policy* ("Policy") (set out in Attachment 4 to this Exhibit). The Policy lays out key principles for establishing relationships with Indigenous groups, including recognizing the legal and constitutional rights possessed by Indigenous Peoples in Canada and the importance of the relationship between Indigenous Peoples and their traditional lands and resources.
6. Enbridge Gas strives to achieve meaningful relationships with Indigenous groups by providing timely exchanges of information, and addressing Indigenous project-specific concerns, and ensuring ongoing dialogue regarding its projects, including potential impacts and benefits. Enbridge Gas aligns its interests with those of Indigenous communities through meaningful, direct Indigenous economic activity in projects corresponding to community capacity and project needs, where possible.
7. The Indigenous engagement program for the Project recognizes the rights of Indigenous groups and assists Enbridge Gas in engaging in meaningful dialogue with potentially affected Indigenous groups to address any Project-related concerns and interests. It also assists Enbridge Gas in meeting the procedural aspects of consultation that may be required by the Crown and the OEB's Guidelines.

Overview of Indigenous Engagement Program Activities

8. Enbridge Gas conducts its Indigenous engagement generally through phone calls,

in-person meetings, project mail-outs, open houses, and email communications. During these engagement activities, Enbridge Gas representatives provide an overview of the Project, respond to questions and concerns, and address any interests or concerns expressed by Indigenous communities to appropriately avoid or mitigate any Project-related impacts on Aboriginal or treaty rights. Capacity funding is offered to ensure there are reasonable resources for Indigenous communities to meaningfully participate in consultation. In addition, Enbridge Gas discusses with Indigenous communities, options to accommodate any potential adverse effects the Project may have on Aboriginal or treaty rights. To accurately document Indigenous engagement activities and ensure follow-up by either the Crown or Enbridge Gas, applicable supporting documents are tracked using a database.

Ongoing Indigenous Engagement Activities

9. Enbridge Gas will continue to actively engage all identified Indigenous groups in meaningful ongoing dialogue concerning the Project and endeavor to meet with each Indigenous group, provided they are willing, for the purpose of exchanging information regarding the Project and to respond to inquiries in a timely manner. Enbridge Gas will hear and address concerns as is feasible and will seek information on the exercise of, and potential impacts to, Aboriginal or treaty rights, traditional use in the Project area and how any potential Project-related impacts can be mitigated. During ongoing engagement activities, Enbridge Gas engages with the Crown to ensure they are kept apprised of rights assertions by communities.
10. Attachment 5 to this Exhibit contains a summary of Enbridge Gas's Indigenous engagement activities for the Project. Attachment 6 to this Exhibit contains the ICR and associated attachments for the Project. Enbridge Gas is prepared to make available any of the specific correspondence summarized in Attachments 5 and 6

upon request.

11. The information presented in Attachments 5 and 6 reflects Enbridge Gas's Indigenous engagement activities for the Project up to and including August 8, 2022. However, Enbridge Gas will continue to engage throughout the life of the Project to ensure any impacts on Aboriginal or treaty rights are addressed, as appropriate.

November 25, 2021

VIA EMAIL – amy.gibson@ontario.ca

Ministry of Energy, Northern Development and Mines
Amy Gibson
Manager, Indigenous Energy Policy
Unit 77 Grenville St.
6th Floor
Toronto, ON
M7A 1B3

Dear Ms. Gibson

Re: Ridge Landfill Pipeline Project

The *Environmental Guidelines for the Location, Construction and Operation of Hydrocarbon Pipelines and Facilities in Ontario, 7th Edition 2016* (the “Guidelines”) issued by the Ontario Energy Board (“OEB”) indicate that a project applicant shall provide the Ministry of Energy (“MOE”) with a description of projects in the planning process, such that the MOE can determine if there are any Duty to Consult requirements.

The purpose of this letter is to inform the MOE that Enbridge Gas Inc. (“Enbridge Gas”) is planning to construct approximately 6 km of natural gas pipeline in the community of Blenheim, in the city of Chatham-Kent (the “Project”). The pipeline will connect a single RNG producer to the Enbridge Gas Station on Communication Road in Blenheim.

Enbridge Gas expects that the Project will require the Company to file a leave to construct application with the OEB. Enbridge Gas is therefore contacting the MOE to determine whether the Project triggers any Duty to Consult and, if so, to acquire a list of Indigenous communities that have or may have constitutionally protected Aboriginal or Treaty rights that could be adversely impacted by the proposed Project.

Attachment 1 contains a description of the Project’s characteristics and its general location for the MOE’s review and to assist it with its determination as to whether it will delegate the procedural aspects of the Duty to Consult to Enbridge Gas. While work on the Project is still in its early stages, Enbridge Gas would be pleased to discuss the Project with you should you have any questions.

Regards,

Adam Stiers
Manager, Regulatory Applications – Leave to Construct

Attachment 1: Project Description

1.0 Project Summary

Enbridge Gas is proposing to construct approximately 6 km of NPS 8 extra high pressure (“XHP”) steel (“ST”) pipeline and to place these new facilities into service by Q4 2023.¹ The pipeline will connect a single Renewable Natural Gas (“RNG”) producer to the Enbridge Gas Station on Communication Road in Blenheim.

The Preliminary Preferred Route set out in Figure 1 proposes to install an NPS 8 XHP ST natural gas pipeline:²

- running south for approximately 300 m from an Enbridge Gas station on Communication Road in Blenheim to Allison Line;
- running south-west for approximately 1.4 km on Allison Line to Fargo Road;
- running north on Fargo Rd for approximately 20 m to Allison Line;
- running south-west on Allison Line for approximately 2.8 km to Erieau Road; and
- running north along Erieau Road for approximately 1.5 km to the customer site.

Temporary working space and laydown areas may also be required adjacent to these areas to facilitate the movement and storage of equipment necessary for construction. Enbridge Gas will work with regulators and landowners to identify and secure appropriate working space as required.

Preparation of an Environmental Report (“ER”) for the Project will be initiated in January 2022. The ER will examine alternative routes and determine, from an environmental and socio-economic perspective, the preferred route (“PR”) for the Project. Engineering design is expected to be finalized during the permitting stage of the Project.

2.0 Authorizations and Approvals Required

An ER for the Project will be prepared in accordance with the OEB’s Guidelines. The ER will identify the potential authorizations required. Enbridge Gas’ preliminary work on the Project has identified the following potential authorizations:

Provincial Authorizations/Approvals:

- Ontario Energy Board
- St. Clair Region Conservation Authority
- Ministry of Heritage, Sport, Tourism and Culture Industries
- Ministry of Environment, Conservation and Parks
- Ministry of Environment and Climate Change
- Ministry of Energy

Municipal Authorizations/Approvals:

¹ The Project in-service date is expected to be between Q4 2023 and Q1 2024.

² Figure 1 contains the approximate coordinates of the proposed start and end point for the Project.

- Municipality of Chatham-Kent
- Community of Blenheim

Other authorizations, notifications, permits and/or approvals may be required in addition to those identified above.

3.0 Project Activities

Planning activities for the Project commenced in 2021 and will continue until the commencement of construction in Q2 2023. Pursuant to the Guidelines, an ER will be prepared, and geotechnical and archaeological studies will be completed. The design process involves the selection of a specific running line location, appropriate materials, the selection of valves/fittings and location(s) for trenchless drilling activities. Information obtained from the geotechnical analysis, subsurface utility engineering and soil sampling is typically used to inform pipeline design.

Engineered drawings will be produced with the final design and issued to local municipalities and other regulators for approval. Once all approvals are obtained final engineered drawings will be prepared for construction.

The pipelines and associated facilities may be installed via open-trench and/or trenchless technologies. Normal depth of ground cover over the pipeline will be 1.2 m. However, the pipeline may be installed deeper to provide additional protection in areas where it crosses underneath existing infrastructure and other sensitive environmental and/or socio-economic features.

4.0 Potential Environmental Effects and Mitigation Measures

The area in which the Project is to be constructed is within multiple municipalities. It is expected that the majority of adverse environmental and/or socio-economic effects will be construction related. These effects are expected to be temporary and transitory. The Project will also be underground once construction is complete, further limiting the potential for any long-term effects.

Mitigation measures recommended in the ER will be followed in conjunction with Enbridge Gas' Construction and Maintenance Manual. In addition, Enbridge Gas will use professional judgement, past experience, industry best practices and any additional feedback received through the consultation process when constructing the Project.

5.0 Project Benefits

RNG is a carbon-neutral fuel that can help fight climate change and will play an important role in Ontario's clean energy future. Among other things, RNG can be used to fuel transit fleets, power industry and heat homes and businesses, and is an effective solution to help companies and communities reduce greenhouse gas ("GHG")

emissions. Constructing the proposed Project will enable a local producer of RNG to supply Enbridge Gas' existing system.

6.0 Contact Information

Regulatory Applications:

Adam Stiers

adam.stiers@enbridge.com

Office: (519) 436-4558

Cell: (519) 350-5196

Community & Indigenous Engagement:

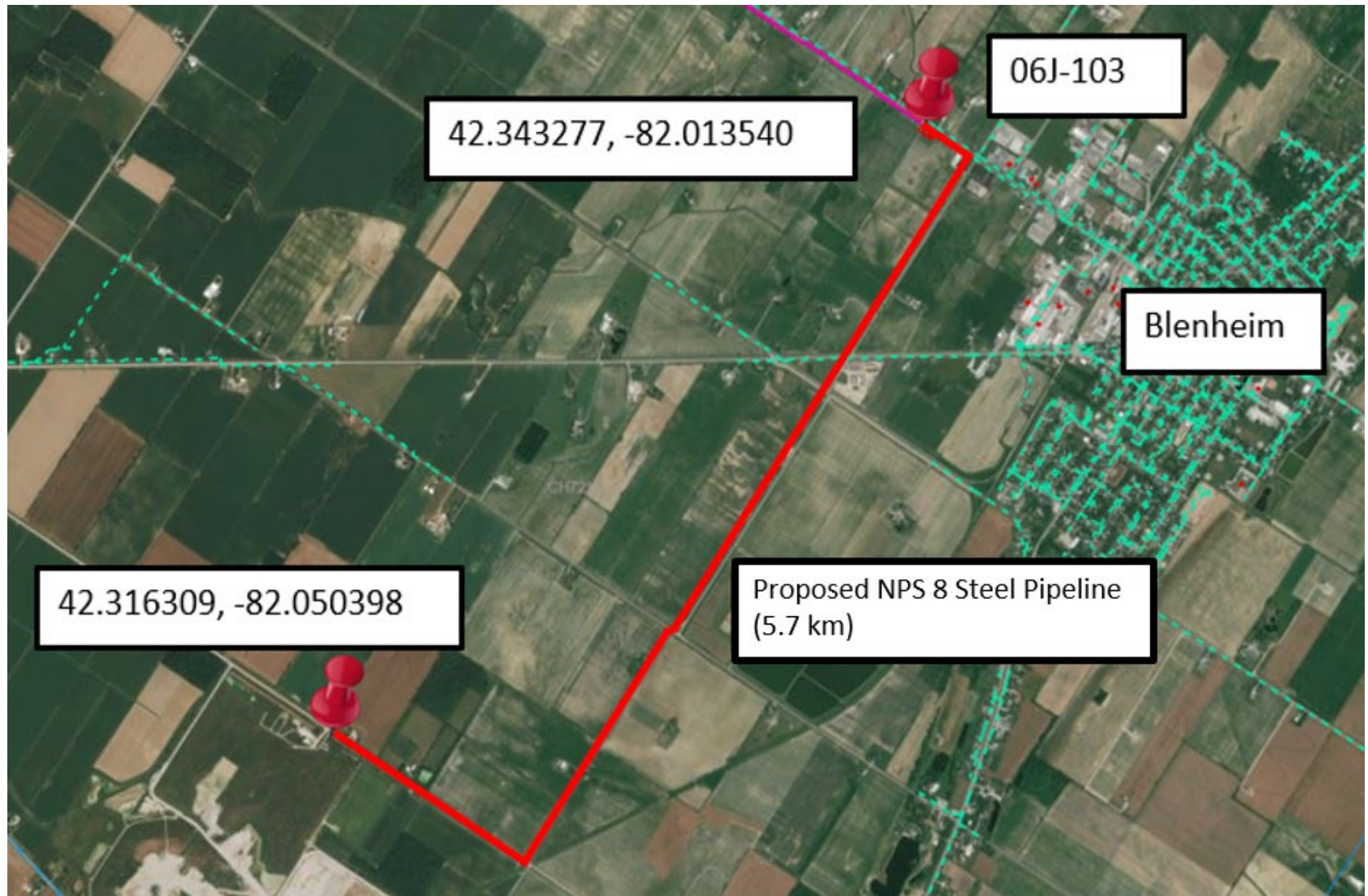
Lauren Whitwham

lauren.whitwham@enbridge.com

Office: (519) 667-4100 ext. 5153545

Cell: (519) 852-3474

Attachment 1: Preliminary Preferred Route



Ministry of Energy

Energy Networks & Indigenous Policy
Branch

Indigenous Energy Policy

77 Grenville Street, 6th Floor
Toronto, ON M7A 2C1
Tel: 416-325-6810

Ministère de l'Énergie

Direction Générale des Réseaux Énergétiques
et des Politiques Autochtones

Politique Énergétique Autochtone

77, rue Grenville, 6^e étage
Toronto, ON M7A 2C1
Tél. 416-325-6810



January 12, 2022

VIA EMAIL

Adam Stiers, Manager
Regulatory Applications – Leave to Construct
Enbridge Gas Incorporated
P. O. Box 2001
50 Keil Drive North
Chatham, ON N7M 5M1

Re: Ridge Landfill Pipeline Project

Dear Mr. Stiers,

Thank you for your emails, dated November 25 and December 8, 2021, notifying the Ministry of Energy (Energy) of Enbridge Gas Incorporated's (Enbridge) intention to apply to the Ontario Energy Board (OEB) for Leave to Construct for the Ridge Landfill Pipeline Project (the Project).

I understand that Enbridge is proposing to construct approximately 6 km of NPS 8 extra high pressure ("XHP") steel ("ST") pipeline and to place these new facilities into service by Q4 2023. The pipeline will connect a single Renewable Natural Gas (RNG) producer to the Enbridge Gas Station on Communication Road in Blenheim.

On behalf of the Government of Ontario (the Crown), Energy has reviewed the information provided by Enbridge with respect to the Project and assessed it against the Crown's current understanding of the interests and rights of Aboriginal communities who hold or claim Aboriginal or treaty rights protected under Section 35 of Canada's *Constitution Act 1982* in the area. In doing so, Energy has determined that the Project may have the potential to affect such communities.

The Crown has a constitutional duty to consult and, where appropriate, accommodate communities when the Crown contemplates conduct that might adversely impact established or asserted Aboriginal or treaty rights. These consultations are in addition to consultation imposed by statute.

While the legal responsibility to meet the duty to consult lies with the Crown, the Crown may delegate the day-to-day, procedural aspects of consultation to project proponents. Such a

delegation by the Crown to proponents is routine practice for Energy.

I am writing to advise you that on behalf of the Crown, Energy is delegating the procedural aspects of consultation in respect of the Project to Enbridge (the Proponent) through this letter. Energy expects that the Proponent will undertake the procedural aspects of consultation with respect to any regulated requirements for the proposed Project. The Crown will fulfill the substantive aspects of consultation and retain oversight over all aspects of the process for fulfilling the Crown's duty.

Please see the appendix for information on the roles and responsibilities of both the Crown and the Proponent.

Based on the Crown's assessment of First Nation and Métis community rights and potential project impacts, the following communities should be consulted on the basis that they have or may have constitutionally protected Aboriginal or treaty rights that may be adversely affected by the Project.

Community	Mailing Address
Aamjiwnaang First Nation	978 Tashmoo Avenue Sarnia, ON N7T 7H5 T: (519) 336-8410 F: (519) 336-0382 cobrien@aamjiwnaang.ca
Bkejwanong (Walpole Island) First Nation)	RR 3, Wallaceburg, ON N8A 4K9 T: (519) 627-1481 F: (519) 627-0440 Janet.Macbeth@wifn.org
Caldwell First Nation	14 Orange Street Leamington, ON N8H 1P5 T: (519) 322-1766 F: (519) 322-1533 consultation@caldwellfirstnation.ca
Chippewas of the Thames First Nation	RR 1, Muncey, ON N0L 1Y0 T: (519) 289-5555 F: (519) 289-2230 jmills@cottfn.com
Chippewas of Kettle and Stony Point First Nation	6247 Indian Lane Kettle and Stony Point First Nation, ON N0N 1J1 T: (519) 786-2125 F: (519) 786-2108 Valerie.George@kettlepoint.org
Oneida Nation of the Thames	RR 2, Southwold, ON N0L 2G0 T: (519) 652-3244 F: (519) 652-9287 environment@oneida.on.ca

This rights-based consultation list is based on information that is subject to change. Consultation is ongoing throughout the duration of the Project, including project development and design, consultation, approvals, construction, operation and decommissioning. First Nation and Métis communities may make new rights assertions at any time, and further project related developments can occur that may require additional First Nation and/or Métis communities to be notified and/or consulted.

If you become aware of potential rights impacts on communities that are not listed above at any stage of the Project, please bring this to the attention of Energy with any supporting information regarding the claim at your earliest convenience.

Acknowledgement

By accepting this letter, the Proponent acknowledges this Crown delegation and the procedural consultation responsibilities enumerated in the appendix. If you have any questions about this request, you may contact Rosalind Ashe by calling (437) 239-6154, or by email at: rosalind.ashe@ontario.ca.

I trust that this information provides clarity and direction regarding the respective roles of the Crown and Enbridge Gas Incorporated. If you have any questions about this letter or require any additional information, please contact me directly.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Amy Gibson'.

(for) Amy Gibson
Manager, Indigenous Energy Policy

c: Ontario Pipeline Coordinating Committee (OPCC)

APPENDIX: PROCEDURAL CONSULTATION

Roles and Responsibilities Delegated to the Proponent

On behalf of the Crown, please be advised that your responsibilities as Proponent for this Project include:

- providing notice and information about the Project to communities, with sufficient detail and at a stage in the process that allows the communities to prepare their views on the Project and, if appropriate, for changes to be made to the Project. This can include:
 - accurate, complete and plain language information including a detailed description of the nature and scope of the Project and translations into Aboriginal languages where appropriate;
 - maps of the Project location and any other affected area(s);
 - information about the potential negative effects of the Project on the environment, including their severity, geographic scope and likely duration. This can include, but is not limited to, effects on ecologically sensitive areas, water bodies, wetlands, forests or the habitat of species at risk and habitat corridors;
 - a description of other provincial or federal approvals that may be required for the Project to proceed;
 - whether the Project is on privately owned or Crown controlled land;
 - any information the Proponent may have on the potential effects of the Project, including particularly any likely adverse impacts on established or asserted Aboriginal or treaty rights;
 - a written request asking the community to provide in writing or through a face-to-face meeting:
 - any information available to them that should be considered when preparing the Project documentation;
 - any information the community may have about any potential adverse impacts on their Aboriginal or treaty rights; and
 - any suggested measures for avoiding, minimizing or mitigating potential adverse impacts;
 - information about how information provided by the community as part of the consultation process will be collected, stored, used, and shared for their approval;
 - identification of any mechanisms that will be applied to avoid, minimize or mitigate potential adverse impacts;
 - identification of a requested timeline for response from the community and the anticipated timeline for meeting Project milestones following each notification;
 - an indication of the Proponent's availability to discuss the process and provide further information about the Project;
 - the Proponent's contact information; and
 - any additional information that might be helpful to the community.
- following up, as necessary, with communities to ensure they received Project notices and information and are aware of the opportunity to comment, raise questions or concerns and identify potential adverse impacts on their established or asserted rights;

- gathering information about how the Project may adversely affect Aboriginal or treaty rights;
- bearing the reasonable costs associated with the procedural aspects of consultation (paying for meeting costs, making technical support available, etc.) and considering reasonable requests by communities for capacity funding to assist in participating in the consultation process;
- considering and responding to comments and concerns raised by communities and answering questions about the Project and its potential impacts on Aboriginal or treaty rights;
- as appropriate, discussing and implementing changes to the Project in response to concerns raised by communities. This could include modifying the Project to avoid or minimize an impact on an Aboriginal or treaty right (e.g. altering the season when construction will occur to avoid interference with mating or migratory patterns of wildlife); and
- informing communities about how their concerns were taken into consideration and whether the Project proposal was altered in response. It is considered a best practice to provide the community with a copy of the consultation record as part of this step for verification.

If you are unclear about the nature of a concern raised by a community, you should seek clarification and further details from the community, provide opportunities to listen to community concerns and discuss options, and clarify any issues that fall outside the scope of the consultation process. These steps should be taken to ensure that the consultation process is meaningful and that concerns are heard and, where possible, addressed.

You can also seek guidance from the Crown at any time. It is recommended that you contact the Crown if you are unsure about how to deal with a concern raised by a community, particularly if the concern relates to a potential adverse impact on established or asserted Aboriginal or treaty rights.

The consultation process must maintain sufficient flexibility to respond to new information, and we request that you make all reasonable efforts to build positive relationships with all communities potentially affected by the Project. If a community is unresponsive to efforts to notify and consult, you should nonetheless make attempts to update the community on the progress of the Project, the environmental assessment (if applicable) and other regulatory approvals.

If you reach a business arrangement with a community that may affect or relate to the Crown's duty to consult, we ask that that Crown be advised of those aspects of such an arrangement that may relate to or affect the Crown's consultation obligations, and that the community itself be apprised of the Proponent's intent to so-apprise the Crown. Whether or not any such business arrangements may be reached with any community, the Crown expects the Proponent to fulfill all of its delegated procedural consultation responsibilities to the satisfaction of the Crown.

If the Crown considers that there are outstanding issues related to consultation, the Crown may directly undertake additional consultation with communities, which could result in delays to the Project. The Crown reserves the right to provide further instructions or add communities throughout the consultation process.

Roles and responsibilities assumed directly by the Crown

The role of the Crown in fulfilling any duty to consult and accommodate in relation to this Project includes:

- identifying for the Proponent, and updating as appropriate, the communities to consult for the purposes of fulfillment of the Crown duty;
- carrying out, from time to time, any necessary assessment of the extent of consultation or, where appropriate, accommodation, required for the project to proceed;
- supervising the aspects of the consultation process delegated to the Proponent;
- determining, in the course of Project approvals, whether the consultation of communities was sufficient;
- determining, in the course of Project approvals, whether accommodation of communities, if required, is appropriate and sufficient.

Consultation Record

It is important to ensure that all consultation activities undertaken with communities are fully documented. This includes all attempts to notify or consult the community, all interactions with and feedback from the community, and all efforts to respond to community concerns. A complete consultation record is required in order to assess whether Aboriginal consultation and any necessary accommodation is sufficient. The consultation record should include, but not be limited to, the following:

- a list of the identified communities that were contacted;
- evidence that notices and Project information were distributed to, and received by, the communities (via courier slips, follow up phone calls, etc.). Where a community has been non-responsive to multiple efforts to contact the community, a record of such multiple attempts and the responses or lack thereof.
- a written summary of consultations with communities and appended documentation such as copies of notices, any meeting summaries or notes including where the meeting took place and who attended, and any other correspondence (e.g., letters and electronic communications sent and received, dates and records of all phone calls);
- responses and information provided by communities during the consultation process. This includes information on Aboriginal or treaty rights, traditional lands, claims, or cultural heritage features and information on potential adverse impacts on such Aboriginal or treaty rights and measures for avoiding, minimizing or mitigating potential adverse impacts to those rights; and
- a summary of the rights/concerns, and potential adverse impacts on Aboriginal or treaty rights or on sites of cultural significance (e.g. burial grounds, archaeological sites), identified by communities; how comments or concerns were considered or addressed; and any changes to the Project as a result of consultation, such as:
 - changing the Project scope or design;
 - changing the timing of proposed activities;
 - minimizing or altering the site footprint or location of the proposed activity;
 - avoiding impacts to the Aboriginal interest;
 - environmental monitoring; and

- other mitigation strategies.

As part of its oversight role, the Crown may, at any time during the consultation and approvals stage of the Project, request records from the Proponent relating to consultations with communities. Any records provided to the Crown will be subject to the *Freedom of Information and Protection of Privacy Act*, however, may be exempted from disclosure under section 15.1 (Relations with Aboriginal communities) of the Act. Additionally, please note that the information provided to the Crown may also be subject to disclosure where required under any other applicable laws.

The contents of what will make up the consultation record should be shared at the onset with the communities consulted with and their permission should be obtained. It is considered a best practice to share the record with the community prior to finalizing it to ensure it is a robust and accurate record of the consultation process.

SUFFICIENCY LETTER

1. The sufficiency letter provided by the MOE for the Project will be filed with the OEB upon receipt by Enbridge Gas.

Enbridge Inc. Indigenous Peoples Policy

Enbridge Indigenous Peoples Policy

Enbridge recognizes the diversity of Indigenous Peoples who live where we work and operate. We understand that the history of Indigenous Peoples in both Canada and the United States has had destructive impacts on the social and economic wellbeing of Indigenous Peoples. Enbridge recognizes the importance of reconciliation between Indigenous communities and broader society. Positive relationships with Indigenous Peoples, based on mutual respect and focused on achieving common goals, will create constructive outcomes for Indigenous communities and for Enbridge.

Enbridge commits to pursuing sustainable relationships with Indigenous Nations and groups in proximity to where Enbridge conducts business. To achieve this, Enbridge will govern itself by the following principles:

- We recognize the legal and constitutional rights possessed by Indigenous Peoples in Canada and in the U.S., and the importance of the relationship between Indigenous Peoples and their traditional lands and resources. We commit to working with Indigenous communities in a manner that recognizes and respects those legal and constitutional rights and the traditional lands and resources to which they apply, and we commit to ensuring that our projects and operations are carried out in an environmentally responsible manner.
- We recognize the importance of the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) within the context of existing Canadian and U.S. law and the commitments that governments in both countries have made to protecting the rights of Indigenous Peoples.

- We engage in forthright and sincere consultation with Indigenous Peoples about Enbridge's projects and operations through processes that seek to achieve early and meaningful engagement so their input can help define our projects that may occur on lands traditionally used by Indigenous Peoples.
- We commit to working with Indigenous Peoples to achieve benefits for them resulting from Enbridge's projects and operations, including opportunities in training and education, employment, procurement, business development, and community development.
- We foster understanding of the history and culture of Indigenous Peoples among Enbridge's employees and contractors, in order to create better relationships between Enbridge and Indigenous communities.

This commitment is a shared responsibility involving Enbridge and its affiliates, employees and contractors, and we will conduct business in a manner that reflects the above principles. Enbridge will provide ongoing leadership and resources to ensure the effective implementation of the above principles, including the development of implementation strategies and specific action plans.

Enbridge commits to periodically reviewing this policy to ensure it remains relevant and meets changing expectations.

INDIGENOUS CONSULTATION REPORT: SUMMARY TABLE

As of August 8, 2022

Aamjiwnaang First Nation (AFN)		
Was project information provided to the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>Enbridge Gas has provided AFN with the following information:</p> <ul style="list-style-type: none"> • A detailed description of the nature and initial scope of the Project. This included a list of other provincial or federal approvals that may be required for the Project to proceed. • Maps of the Project location. • Letter containing information on the Virtual Open House. • Environmental Report, providing information about the potential effects of the Project on the Environment. <p>Enbridge Gas requested community feedback, including any suggestions or proposals on mitigating, avoiding or accommodating any potential impacts the Project may have on Aboriginal or treaty rights.</p> <p>Capacity funding has been offered to support activities such as timely technical reviews of documents, participation in field work associated with the proposed Project, and to engage in meaningful consultation.</p>
Was the community responsive/did you have direct contact with the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>Enbridge Gas and an AFN representative have exchanged emails regarding the Project and met on June 28, 2022 to further discuss the Project.</p>
Did the community members or representatives have any questions or concerns?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>During the June 28th meeting, an AFN representative asked if Enbridge Gas has used RNG in pipelines before and for information regarding the cost of RNG. The Enbridge Gas representative advised that Enbridge Gas currently has a number of RNG injection sites and would provide some further information on RNG. On July 15, 2022, a guide to producing and using RNG was sent to the AFN representative in addition to an offer for an information meeting on RNG.</p> <p>AFN has a third-party reviewing the Environmental Report and will provide any questions and comments to Enbridge Gas. Capacity funding has been provided for the review of the Report.</p>
Does the community have any outstanding concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<p>As of August 8, 2022, AFN has not identified any outstanding concerns related to the Project. Enbridge Gas will continue to engage with the community in relation to the Project.</p>

Caldwell First Nation (CFN)		
Was project information provided to the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>Enbridge Gas has provided CFN with the following information:</p> <ul style="list-style-type: none"> • A detailed description of the nature and initial scope of the Project. This included a list of other provincial or federal approvals that may be required for the Project to proceed. • Maps of the Project location. • Letter containing information on the Virtual Open House. • Environmental Report, providing information about the potential effects of the Project on the Environment. <p>Enbridge Gas requested community feedback, including any suggestions or proposals on mitigating, avoiding or accommodating any potential impacts the Project may have on Aboriginal or treaty rights.</p> <p>Capacity funding has been offered to support activities such as timely technical reviews of documents, participation in field work associated with the proposed Project, and to engage in meaningful consultation.</p>
Was the community responsive/did you have direct contact with the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>On July 5, 2022, an Enbridge Gas representative left a message with a CFN representative to connect on the Project. On July 11, 2022, an Enbridge Gas representative met in person with a CFN representative who confirmed that Enbridge Gas was reaching out to the appropriate contact.</p>
Did the community members or representatives have any questions or concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<p>CFN has not raised any questions or concerns regarding the Project. CFN and Enbridge Gas had general discussions regarding RNG and ongoing engagement.</p>
Does the community have any outstanding concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<p>As of August 8, 2022, CFN has not identified any outstanding concerns regarding the Project. Enbridge Gas will continue to engage with the community in relation to the Project.</p>

Chippewas of Kettle and Stony Point First Nation (CKSPFN)		
Was project information provided to the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>Enbridge Gas has provided CKSPFN with the following information:</p> <ul style="list-style-type: none"> • A detailed description of the nature and initial scope of the Project. This included a list of other provincial or federal approvals that may be required for the Project to proceed. • Maps of the Project location. • Letter containing information on the Virtual Open House. • Environmental Report, providing information about the potential effects of the Project on the Environment. <p>Enbridge Gas requested community feedback, including any suggestions or proposals on mitigating, avoiding or accommodating any potential impacts the Project may have on Aboriginal or treaty rights.</p> <p>Capacity funding has been offered to support activities such as timely technical reviews of documents, participation in field work associated with the proposed Project, and to engage in meaningful consultation.</p>
Was the community responsive/did you have direct contact with the community?	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<p>Enbridge Gas and CKSPFN representatives have met multiple times including on May 11, May 30, and July 11, 2022.</p> <p>On August 8, 2022, CKSPFN provided comments on the Environmental Report.</p>
Did the community members or representatives have any questions or concerns?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>Topics of discussion have included ongoing engagement and CKSPFN's general concerns about fugitive emissions and cumulative impacts related to Enbridge Gas facilities and projects in the area. At the July 11, 2022 meeting, the parties also discussed the production and use of RNG as it relates to the Project. Enbridge Gas also provided shapefiles of the Project.</p> <p>On August 8, 2022, CKSPFN provided comments on the ER. The comments included (but were not limited to) sections of the ER that addressed water, habitat, woodlands, species at risk, cultural heritage resources, cumulative effects, and accidents and malfunctions. Enbridge Gas will be responding to these comments shortly and will continue to engage with the community in relation to the Project</p>
Does the community have any outstanding concerns?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>As of August 8, 2022, CKSPFN has expressed concerns about fugitive emissions and cumulative impacts generally. More specifically, CKSPFN provided comments on the ER, including with respect to sections of the ER that addressed water, habitat, woodlands, species at risk, cultural heritage resources, cumulative effects, and accidents and malfunctions. Enbridge Gas will be responding to these comments shortly and will continue to engage with the community in relation to the Project</p>

Chippewas of the Thames First Nation (COTTFN)		
Was project information provided to the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>Enbridge Gas has provided COTTFN with the following information:</p> <ul style="list-style-type: none"> • A detailed description of the nature and initial scope of the Project. This included a list of other provincial or federal approvals that may be required for the Project to proceed. • Maps of the Project location. • Letter containing information on the Virtual Open House. • Environmental Report, providing information about the potential effects of the Project on the Environment. <p>Enbridge Gas requested community feedback, including any suggestions or proposals on mitigating, avoiding or accommodating any potential impacts the Project may have on Aboriginal or treaty rights.</p> <p>Capacity funding has been offered to support activities such as timely technical reviews of documents, participation in field work associated with the proposed Project, and to engage in meaningful consultation.</p>
Was the community responsive/did you have direct contact with the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>Enbridge Gas and COTTFN representatives exchanged emails regarding the Project and met on April 21, 2022 to further discuss the Project.</p>
Did the community members or representatives have any questions or concerns?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>COTTFN representatives have requested additional maps, which Enbridge Gas representatives provided. On August 4, 2022, COTTFN provided comments on the ER. The comments were related to monitors for Stage 2 archaeological assessments, drain crossings and mitigation measures to protect ground water and wildlife. Enbridge Gas will be responding to these comments shortly and will continue to engage with the community in relation to the Project</p>
Does the community have any outstanding concerns?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>As of August 8, 2022, COTTFN provided comments on the ER. Their concerns addressed monitors for Stage 2 archaeological assessments, drain crossings and mitigation measures to protect ground water and wildlife. Enbridge Gas will be responding to these comments shortly and will continue to engage with the community in relation to the Project.</p>

Oneida Nation of the Thames (Oneida Nation)		
Was project information provided to the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>Enbridge Gas has provided Oneida Nation with the following information:</p> <ul style="list-style-type: none"> • A detailed description of the nature and initial scope of the Project. This included a list of other provincial or federal approvals that may be required for the Project to proceed. • Maps of the Project location. • Letter containing information on the Virtual Open House. • Environmental Report, providing information about the potential effects of the Project on the Environment. <p>Enbridge Gas requested community feedback, including any suggestions or proposals on mitigating, avoiding or accommodating any potential impacts the Project may have on Aboriginal or treaty rights.</p> <p>Capacity funding has been offered to support activities such as timely technical reviews of documents, participation in field work associated with the proposed Project, and to engage in meaningful consultation.</p>
Was the community responsive/did you have direct contact with the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>Enbridge Gas and Oneida Nation representatives have exchanged emails regarding the Project and met on June 29, 2022 to discuss the Project.</p>
Did the community members or representatives have any questions or concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<p>As of August 8, 2022, Oneida Nation has not raised any questions or concerns regarding the Project.</p>
Does the community have any outstanding concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<p>As of August 8, 2022, the Oneida Nation has not identified any outstanding concerns regarding the Project. Enbridge Gas will continue to engage with the community in relation to the Project.</p>

Walpole Island First Nation (WIFN)		
Was project information provided to the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>Enbridge Gas has provided WIFN with the following information:</p> <ul style="list-style-type: none"> • A detailed description of the nature and initial scope of the Project. This included a list of other provincial or federal approvals that may be required for the Project to proceed. • Maps of the Project location. • Letter containing information on the Virtual Open House. • Environmental Report, providing information about the potential effects of the Project on the Environment. <p>Enbridge Gas requested community feedback, including any suggestions or proposals on mitigating, avoiding or accommodating any potential impacts the Project may have on Aboriginal or treaty rights.</p> <p>Capacity funding has been offered to support activities such as timely technical reviews of documents, participation in field work associated with the proposed Project, and to engage in meaningful consultation.</p>
Was the community responsive/did you have direct contact with the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>Enbridge Gas and WIFN representatives have exchanged emails regarding the Project and met in person on July 13, 2022.</p>
Did the community members or representatives have any questions or concerns?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>As of August 8, 2022, WIFN and Enbridge Gas representatives requested capacity funding for the technical review of the documents.</p> <p>In regards to the virtual open house, WIFN representatives asked questions and provided information regarding the Project Scope, Species at Risk and related mitigation, and locally sourced native plant seed for restoration. Enbridge Gas representatives provided information in response, noting that further information would be provided in the Environmental Report and advising that Enbridge Gas representatives would request the referenced seed mix for restoration.</p> <p>Enbridge Gas and WIFN representatives have also discussed RNG and Enbridge Gas has offered to provide a further RNG information session to WIFN.</p> <p>WIFN has a third-party reviewing the Environmental Report and will provide any questions and comments to Enbridge Gas. Capacity funding has been provided for the review of the ER.</p>

Does the community have any outstanding concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	As of August 8, 2022, WIFN has not identified any outstanding concerns regarding the Project. Enbridge Gas will continue to engage with the community in relation to the Project.
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As of August 8, 2022

Aamjiwnaang First Nation (AFN)					
Line item	Date	Method	Summary of Enbridge Gas Engagement Activity	Summary of Community's Engagement Activity	Outstanding Issues or Concerns
1.1	March 1, 2022	Email	The Enbridge Gas representative sent an email to the AFN representative providing a notification letter regarding the Ridge Landfill Renewable Natural Gas (RNG) Project ("Project"). The Project notification letter provided an overview of the Project and requested information on any potential adverse impacts the Project may have on Aboriginal or treaty rights. The Enbridge Gas representative advised that capacity funding was available to support AFN's engagement on the Project. The Enbridge Gas representative requested feedback regarding the Project by June 1, 2022, if possible.		
1.2	April 13, 2022	Email	The Enbridge Gas representative sent an email to the AFN representatives along with a letter providing a Notice of Study Commencement for the Project highlighting the Virtual Information Session occurring from April 25 to May 8, 2022. The Enbridge Gas representative invited AFN representatives to get in touch if they would like to discuss the Project further.		
1.3	May 6, 2022	Email	The Enbridge Gas representative sent an email to the AFN representative to provide a monthly update of Enbridge Gas's proposed projects. The update provided information regarding the Project status, Outstanding Engagement Request and proposed OEB Project Application filing date. The Enbridge Gas representative advised that capacity funding was available to support engagement on Enbridge Gas projects.		
1.4	May 12, 2022	Email		An AFN representative emailed the Enbridge Gas representative to request Enbridge Gas present to the Environmental Committee on all the proposed Enbridge Gas projects.	
			An Enbridge Gas representative responded on the same day and the agreed to a June 7 presentation date.		
1.5	May 24, 2022	Multiple Emails		An AFN representative emailed the Enbridge Gas representative to request that the presentation be rescheduled to later in June.	
			An Enbridge Gas representative responded the same day and advised they would work with the AFN representative to reschedule the meeting date. The meeting/presentation was rescheduled to June 28, 2022.		
1.6	June 9, 2022	Email	The Enbridge Gas representative sent an email to the AFN representative to provide a monthly update of Enbridge Gas's proposed projects. The update provided information regarding the Project status, Outstanding Engagement Request and proposed OEB Project Application filing date. The Enbridge Gas representative advised that capacity funding was available to support engagement on Enbridge Gas projects.		
1.7	June 20, 2022	Email	An Enbridge Gas representative emailed the AFN representative to advise that the Environmental Report was available and provided the Internet link for the report. The Enbridge Gas representative requested that any comments be provided on the Environmental Report by July 29, 2022, as per Guidelines		
1.8	June 28, 2022	Virtual Meeting	Enbridge Gas and AFN met to discuss Enbridge Gas projects. Enbridge Gas reviewed the scope of the Project and showed a map. An Enbridge Gas representative advised that field surveys would be completed this summer and Indigenous monitors would be invited to attend.		
				An AFN representative asked if Enbridge Gas has used RNG in pipelines before and what the cost of RNG is.	
			An Enbridge Gas representative advised that RNG is being collected at a facility in London and injected back into Enbridge Gas lines as well as within the City of Toronto. Enbridge Gas to follow up with additional information on RNG to AFN.		
1.9	July 15, 2022	Email	An Enbridge Gas representative emailed the AFN representative a guide produced by Enbridge Gas on RNG. The Enbridge Gas representative advised that an information meeting on RNG could be set up for AFN if they'd like further information.		
1.10	July 25, 2022	Email	An Enbridge Gas representative emailed the AFN representative a reminder email about the environmental report being available for review and although the date of July 29 is requested for		

			comments, Enbridge Gas would accept comments from the Indigenous Nations at any point in the Project.		
				On July 29, 2022, an AFN representative responded to the email providing a proposal to review the environmental report.	
			An Enbridge Gas representative responded on July 29, 2022 to advise AFN to proceed with the proposal.		
Caldwell First Nation (CFN)					
Line item	Date	Method	Summary of Enbridge Gas Engagement Activity	Summary of Community's Engagement Activity	Outstanding Issues or Concerns
2.1	March 1, 2022	Email	The Enbridge Gas representative sent an email to the CFN representative providing a notification letter regarding the Ridge Landfill Pipeline project ("Project"). The Project notification letter provided an overview of the Project and requested information on any potential adverse impacts the Project may have on Aboriginal or treaty rights. The Enbridge Gas representative advised that capacity funding was available to support AFN's engagement on the Project. The Enbridge Gas representative requested feedback regarding the Project by June 1, 2022, if possible.		
2.2	April 13, 2022	Email	The Enbridge Gas representative sent the CFN representatives a letter along with the Notice of Study Commencement for the Project highlighting the Virtual Information Session occurring from April 25 to May 8, 2022. The Enbridge Gas representative invited CFN representatives to get in touch if they would like to discuss the Project further.		
2.3	May 6, 2022	Email	The Enbridge Gas representative sent an email to the CFN representative to provide a monthly update of Enbridge Gas's proposed projects. The update provided information regarding the Project status and proposed OEB Project Application filing date. The Enbridge Gas representative advised that capacity funding was available to support engagement on Enbridge Gas's proposed projects.		
2.4	June 9, 2022	Email	The Enbridge Gas representative sent an email to the CFN representative to provide a monthly update of Enbridge Gas's proposed projects. The update provided information regarding the Project status, Outstanding Engagement Request and proposed OEB Project Application filing date. The Enbridge Gas representative advised that capacity funding was available to support engagement on Enbridge Gas projects.		
2.5	June 20, 2022	Email	An Enbridge Gas representative emailed the CFN representative to advise that the Environmental Report was available and provided the Internet link for the report. The Enbridge Gas representative requested that any comments be provided on the Environmental Report by July 29, 2022, as per Guidelines		
2.6	July 5, 2022	Telephone call	An Enbridge Gas representative called the CFN representative to follow up on emails. Left a message with a return number.		
2.7	July 11, 2022	In person discussion	An Enbridge Gas representative talked in person with a CFN representative who confirmed that Enbridge Gas was reaching out to the appropriate contact within the community. During the in person meeting, an Enbridge Gas representative provided a presentation on RNG and the process of producing and using RNG. The parties also discussed ongoing engagement.		
2.8	July 25, 2022	Email	An Enbridge Gas representative emailed the CFN representative a reminder email about the environmental report being available for review and although the date of July 29 is requested for comments, Enbridge Gas would accept comments from the Indigenous Nations at any point in the Project.		
Chippewa of Kettle and Stony Point First Nation (CKSPFN)					
Line item	Date	Method	Summary of Enbridge Gas Engagement Activity	Summary of Community's Engagement Activity	Outstanding Issues or Concerns
3.1	March 1, 2022	Email	The Enbridge Gas representative sent an email to the CKSPFN representative providing a notification letter regarding the Ridge Landfill Pipeline project ("Project"). The Project notification letter provided an overview of the Project and requested information on any potential adverse impacts the Project may have on Aboriginal or treaty rights. The Enbridge Gas representative advised that capacity funding was available to support AFN's engagement on the Project. The Enbridge Gas representative requested feedback regarding the Project by June 1, 2022, if possible.		
3.2	April 13, 2022	Email	The Enbridge Gas representative sent the CKSPFN representatives a letter along with the Notice of Study Commencement for the Project highlighting the Virtual Information Session occurring from April 25 to May 8, 2022. The Enbridge Gas representative invited the CKSPFN representatives to get in touch if they would like to discuss the Project further.		
3.3	May 6, 2022	Email	The Enbridge Gas representative sent an email to the CKSPFN representative to provide a monthly update of Enbridge Gas's		

			proposed projects. The update provided information regarding the Project status and proposed OEB Project Application filing date. The Enbridge Gas representative advised that capacity funding was available to support engagement on Enbridge Gas’s proposed projects.		
				The CKSFPN representative acknowledged the email on the same day.	
3.4	May 11, 2022	Virtual Meeting	Enbridge Gas and CKSFPN representatives had a virtual meeting to generally discuss issues of ongoing engagement, fugitive emissions and cumulative impacts related to Enbridge projects and facilities in the region	A CKSFPN representative addressed a water assertion within CKSFPN traditional territory.	
3.5	May 31, 2022	In person meeting	Enbridge Gas and CKSFPN representatives met to discuss ongoing engagement.		
3.6	June 9, 2022	Email	The Enbridge Gas representative sent an email to the CKSPFN representative to provide a monthly update of Enbridge Gas’s proposed projects. The update provided information regarding the Project status, Outstanding Engagement Request and proposed OEB Project Application filing date. The Enbridge Gas representative advised that capacity funding was available to support engagement on Enbridge Gas projects.		
3.7	June 20, 2022	Email	An Enbridge Gas representative emailed the CKSPFN representative to advise that the Environmental Report was available and provided the Internet link for the report. The Enbridge Gas representative requested that any comments be provided on the Environmental Report by July 29, 2022, as per Guidelines		
3.8	July 11, 2022	In person meeting	Enbridge Gas and CKSFPN met in person. An Enbridge Gas representative provided a presentation on RNG and the process of producing and using RNG. The parties also discussed ongoing engagement.		
3.9	July 25, 2022	Email	An Enbridge Gas representative emailed the CKSPFN representative a reminder email about the environmental report being available for review and although the date of July 29 is requested for comments, Enbridge Gas would accept comments from the Indigenous Nations at any point in the Project.		
				A CKSFPN representative responded on July 26, 2022 to advise that comments would be available on August 8, 2022.	
3.10	July 29, 2022	Email	An Enbridge Gas representative emailed the CKSFPN representative and provided a shape file of the Project.		
3.11	August 8, 2022	Email		A CKSPFN representative emailed their comments on the ER to an Enbridge Gas representative. Their concerns included (but were not limited to) sections of the ER that addressed water, Habitat, Woodlands, Species at Risk, Cultural Heritage Resources, Cumulative Effects, and Accidents and Malfunctions.	
			An Enbridge Gas representative acknowledged receipt of the email.		
Chippewas of the Thames First Nation (COTTFN)					
Line item	Date	Method	Summary of Enbridge Gas Engagement Activity	Summary of Community’s Engagement Activity	Outstanding Issues or Concerns
4.1	March 1, 2022	Email	The Enbridge Gas representative sent an email to the COTTFN representative providing a notification letter regarding the Ridge Landfill Pipeline project (“Project”). The Project notification letter provided an overview of the Project and requested information on any potential adverse impacts the Project may have on Aboriginal or treaty rights. The Enbridge Gas representative advised that capacity funding was available to support AFN’s engagement on the Project. The Enbridge Gas representative requested feedback regarding the Project by June 1, 2022, if possible.		
4.2	April 11, 2022	Email	The Enbridge Gas representative provided the COTTFN representative with the Notice of Study Commencement for the Project highlighting the Virtual Information Session occurring from April 25 to May 8, 2022. The Enbridge Gas representative invited the COTTFN representative to get in touch if they would like to discuss the Project further.		
4.3	April 19, 2022	Email		The COTTFN representative emailed the Enbridge Gas representative requesting	

				the spatial files for the Project.	
			The Enbridge Gas representative responded the following day to provide the file.		
4.4	April 21, 2022	In-person meeting	The Enbridge Gas representative met with the COTTFN to review the Project. COTTFN had no Project-related concerns at this time.		
4.5	May 26, 2022	Email	The Enbridge Gas representative sent an email to the COTTFN representative to provide a monthly update of Enbridge Gas’s proposed projects. The update provided the Project status and proposed OEB Application filing date. The Enbridge Gas representative advised that capacity funding was available to support engagement on Enbridge Gas’s proposed projects.		
4.6	June 9, 2022	Email	The Enbridge Gas representative sent an email to the COTTFN representative to provide a monthly update of Enbridge Gas’s proposed projects. The update provided information regarding the Project status, Outstanding Engagement Request and proposed OEB Project Application filing date. The Enbridge Gas representative advised that capacity funding was available to support engagement on Enbridge Gas projects.		
4.7	June 20, 2022	Email	An Enbridge Gas representative emailed the COTTFN representative to advise that the Environmental Report was available and provided the Internet link for the report. The Enbridge Gas representative requested that any comments be provided on the Environmental Report by July 29, 2022, as per Guidelines		
4.8	July 25, 2022	Email	An Enbridge Gas representative emailed the COTTFN representative a reminder email about the environmental report being available for review and although the date of July 29 is requested for comments, Enbridge Gas would accept comments from the Indigenous Nations at any point in the Project.		
				The COTTFN representative responded on the same day to advise that they were working to have the comments to Enbridge Gas for August 5, 2022. COTTFN was also interested in setting up a meeting to follow up on current Enbridge Gas projects.	
			An Enbridge Gas representative responded on August 2, 2022 to acknowledge the August 5 date and the request for a meeting. The parties would work together to find a time in the fall to meet.		
4.9	August 4, 2022	Email		The COTTFN representative emailed their comments to the environmental report to an Enbridge Gas representative. COTTFN asked about monitors for Stage 2 archaeological assessments, drain crossings and mitigation measures to protect ground water and wildlife.	
Oneida Nation of the Thames (Oneida Nation)					
Line item	Date	Method	Summary of Enbridge Gas Engagement Activity	Summary of Community’s Engagement Activity	Outstanding Issues or Concerns
5.1	March 1, 2022	Email	The Enbridge Gas representative sent an email to the Oneida Nation representative providing a notification letter regarding the Ridge Landfill Pipeline project (“Project”). The Project notification letter provided an overview of the Project and requested information on any potential adverse impacts the Project may have on Aboriginal or treaty rights. The Enbridge Gas representative advised that capacity funding was available to support AFN’s engagement on the Project. The Enbridge Gas representative requested feedback regarding the Project by June 1, 2022, if possible.		
5.2	April 11, 2022	Email	The Enbridge Gas representative provided the Oneida Nation representative with the Notice of Study Commencement for the Project highlighting the Virtual Information Session occurring from April 25 to May 8, 2022. The Enbridge Gas representative invited the Oneida Nation representative to get in touch if they would like to discuss the Project further.		
5.3	May 26, 2022	Email	The Enbridge Gas representative sent an email to the Oneida Nation representative to provide a monthly update of Enbridge Gas’s proposed projects. The update provided the Project status		

			and proposed OEB Application filing date. The Enbridge Gas representative advised that capacity funding was available to support engagement on Enbridge Gas’s proposed projects.		
5.4	June 9, 2022	Email	The Enbridge Gas representative sent an email to the Oneida Nation representative to provide a monthly update of Enbridge Gas’s proposed projects. The update provided information regarding the Project status, Outstanding Engagement Request and proposed OEB Project Application filing date. The Enbridge Gas representative advised that capacity funding was available to support engagement on Enbridge Gas projects.		
				An Oneida Nation representative responded asking for a meeting to discuss Enbridge Gas Projects. The parties agreed on a in person meeting on June 10, 2022.	
5.5	June 10, 2022	Email		An Oneida Nation representative emailed the Enbridge Gas representative that they would not be able to meet on June 10, 2022. The parties agreed to meet on June 29, 2022.	
5.6	June 20, 2022	Email	An Enbridge Gas representative emailed the Oneida Nation representative to advise that the Environmental Report was available and provided the Internet link for the report. The Enbridge Gas representative requested that any comments be provided on the Environmental Report by July 29, 2022, as per Guidelines		
5.7	June 29, 2022	In person meeting	An Enbridge Gas representative met with the Oneida Nation representative to discuss the Project. An Enbridge Gas representative reviewed the scope of the Project and showed a map.		
5.8	July 25, 2022	Email	An Enbridge Gas representative emailed the Oneida Nation representative a reminder email about the environmental report being available for review and although the date of July 29 is requested for comments, Enbridge Gas would accept comments from the Indigenous Nations at any point in the Project.		
Walpole Island First Nation (WIFN)					
Line item	Date	Method	Summary of Enbridge Gas Engagement Activity	Summary of Community’s Engagement Activity	Outstanding Issues or Concerns
6.1	March 1, 2022	Email	The Enbridge Gas representative sent an email to the WIFN representative providing a notification letter regarding the Ridge Landfill Pipeline project (“Project”). The Project notification letter provided an overview of the Project and requested information on any potential adverse impacts the Project may have on Aboriginal or treaty rights. The Enbridge Gas representative advised that capacity funding was available to support AFN’s engagement on the Project. The Enbridge Gas representative requested feedback regarding the Project by June 1, 2022, if possible.		
6.2	April 13, 2022	Email	The Enbridge Gas representative sent the WIFN representatives a letter along with the Notice of Study Commencement for the Project highlighting the Virtual Information Session occurring from April 25 to May 8, 2022. The Enbridge Gas representative invited the WIFN representatives to get in touch if they would like to discuss the Project further.		
				The WIFN replied to the Enbridge Gas representative on the same day to acknowledge the email and advise that capacity funding would be required to review the Project.	
			Enbridge Gas representative responded same day acknowledging capacity funding was available and requested a proposal.		
6.3	May 6, 202	Email	The Enbridge Gas representative sent an email to the WIFN representative to provide a monthly update of Enbridge Gas’s proposed projects. The update provided the Project status and proposed OEB Application filing date. The Enbridge Gas representative advised that capacity funding was available to support engagement on Enbridge Gas’s proposed projects.		
6.4	May 12, 2022	Email		The WIFN representative emailed the Enbridge Gas representative to provide the capacity funding proposal for the Project.	

			The Enbridge Gas representative replied the same day to confirm receipt and agreed to the capacity funding proposal.		
6.5	May 26, 2022	Email	<p></p>	<p>The WIFN representative emailed the Enbridge Gas representative to provide WIFN’s comments on the technical review of the Virtual Open House slides.</p> <p>WIFN addressed that the environmental impact of the entire project, not just the pipeline installation, operation and maintenance, should be evaluated by the proponent.</p> <p>WIFN addressed that the following Species at Risk (SAR) were missing from the VOH information: Bobolink, Dense Blazing Star, Snapping Turtle and Monarch Butterfly.</p> <p>WIFN addressed that the VOH did not address the mitigation for the SAR.</p> <p>WIFN suggested a locally sourced native plant seed for restoration ground cover post construction.</p>	
			An Enbridge Gas representative acknowledged the email and advised that the environmental report would be released shortly. An Enbridge Gas representative advised they would provide follow up to the WIFN comments.		
6.6	June 9, 2022	Email	The Enbridge Gas representative sent an email to the WIFN representative to provide a monthly update of Enbridge Gas’s proposed projects. The update provided information regarding the Project status, Outstanding Engagement Request and proposed OEB Project Application filing date. The Enbridge Gas representative advised that capacity funding was available to support engagement on Enbridge Gas projects.		
6.7	June 20, 2022	Email	An Enbridge Gas representative emailed the WIFN representative to advise that the Environmental Report was available and provided the Internet link for the report. The Enbridge Gas representative requested that any comments be provided on the Environmental Report by July 29, 2022, as per Guidelines		
6.8	June 24, 2022	Email	<p></p>	A WIFN representative emailed an Enbridge Gas representative requesting a meeting on Enbridge Gas projects.	
			The parties agreed to meeting on July 13, 2022.		
6.9	June 30, 2022	Email	<p>An Enbridge Gas representative sent an email to the WIFN representative to provide a response back to the comments received from WIFN on the Project.</p> <p>Enbridge Gas advised that the Project Scope within the VOH was for the Enbridge pipeline proportion of the Project only and additional environmental considerations could be addressed through Waste Connections.</p> <p>Enbridge Gas advised that Species at Risk would be addressed more fully within the environmental report that would be released.</p> <p>Enbridge Gas addressed the mitigation comments and advised there would be more information within the environmental report.</p> <p>Enbridge Gas advised that they would request this suggested seed mix for restoration.</p>		
6.10	July 7, 2022	Email		A WIFN representative sent an email to an Enbridge Gas representative to provide the finalized proposal to review the	

				Project environmental report	
			An Enbridge representative responded on July 11, 2022 to advise WIFN to proceed with the finalized proposal.		
6.11	July 13, 2022	In Person meeting	Enbridge Gas and WIFN met in person. The parties discussed RNG and the Project. A meeting will be set up for WIFN to provide further information on RNG and Enbridge Gas' role in these type of projects.		
6.12	July 25, 2022	Email	An Enbridge Gas representative emailed the WIFN representative a reminder email about the environmental report being available for review and although the date of July 29 is requested for comments, Enbridge Gas would accept comments from the Indigenous Nations at any point in the Project.		

CONDITIONS OF APPROVAL

1. The OEB has developed standard conditions that are typically imposed in leave to construct approvals.¹ Enbridge Gas has reviewed these standard conditions and has not identified any additional or revised conditions that the Company wishes to propose for this Project.

¹ Standard conditions of approval are included in Schedule 1 of the OEB's standard issues list for leave to construct applications: <https://www.oeb.ca/sites/default/files/issues-list-LTC-natural-gas.pdf>