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March 10, 2023

BY RESS AND EMAIL

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

Dear Nancy Marconi:

**Re: Enbridge Gas Inc. ("Enbridge Gas")
Ontario Energy Board ("OEB") File: EB-2022-0247
Scarborough Subway Extension – Kennedy Station Relocation Project
Interrogatory Responses (Redacted)**

Consistent with Procedural Order No. 1, enclosed please find Enbridge Gas's responses to interrogatories asked in the above noted proceeding.

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 information and reasons for confidential treatment are set out below:

Exhibit	Confidential Information Location	Brief Description	Basis for Confidentiality
Exhibit I.STAFF.10 Attachment 1	Pages 1 and 2	Personal Information	The redactions relate to the names and contact information of property owners. This information should not be disclosed in accordance with the <i>Freedom of Information and Protection of Privacy Act</i> . 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.

The unredacted confidential attachments will be sent separately via email to the OEB.

In accordance with *Rule 23.03 of the OEB's Rules of Practice and Procedure*, Enbridge Gas provides the following points in response to the Letter of Comment submitted by Andrew Schulz on January 23, 2023:

- The pedestrian walkway from Eglinton Ave East to Lord Roberts will be kept open for pedestrian accessibility throughout the entirety of Enbridge Gas' construction activities. Although there will be construction activities and equipment occupying the walkway during our work, Enbridge Gas' contractors will ensure no trip hazards are present, wheelchair accessibility is maintained, and there is safe passage for pedestrians wanting to access either street;
- While the suggestion to bury some power lines has merit, Enbridge Gas is unable to provide this direction to Toronto Hydro;
- Within the enclosed, please see the response to Exhibit I.ED.5 regarding Enbridge Gas' ability to invest in electricity-based alternatives.

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

If you have any questions, please contact the undersigned.

Sincerely,

(Original Digitally Signed)

Eric VanRuymbeke
Sr. Advisor – Leave to Construct Applications

ENBRIDGE GAS INC.

Answer to Interrogatory from
OEB Staff ("STAFF")

INTERROGATORY

Reference:

Exhibit B, Tab 1, Schedule 1, page 4

Preamble:

Enbridge Gas stated that the proposed project is required to eliminate conflicts with Metrolinx's Subway Extension construction while maintaining the ability to serve existing Enbridge Gas customers.

Question:

- a) Does Enbridge Gas expect the proposed project to serve additional loads in this area either now or in the future? If so, please provide details.

Response

- a) No. The scope of the Project work is to maintain existing service to meet the current demands of the network, not to create any incremental capacity now or in the future.

ENBRIDGE GAS INC.

Answer to Interrogatory from
OEB Staff ("STAFF")

INTERROGATORY

Reference:

Exhibit B, Tab 1, Schedule 1, page 6
Exhibit D, Tab 2, Schedule 1, page 1

Preamble:

Enbridge Gas provided a construction schedule for each of Phase 1 and Phase 2 of the proposed project. Enbridge Gas stated that the proposed project construction schedule has been developed in two phases to meet Metrolinx's timing for subway extension construction at Eglinton Ave. E and Midland Ave. Enbridge Gas further stated that concurrent subway construction activity prevents Enbridge Gas from starting construction on Phase 2 in 2023 and throughout 2024.

Question:

- a) Please describe in more detail the timing of the proposed subway construction work, including when this is expected to commence and when this is expected to be complete.
- b) Is Enbridge Gas aware of any aspects of the Subway Extension construction that could potentially delay the commencement of construction of either Phase 1 or Phase 2 of the proposed project? If so, please provide details and a description of any contingency plans that Enbridge Gas has considered should the project be delayed.
- c) Please discuss any associated risks and impacts if the proposed construction start and/or in-service dates for the proposed project are delayed.
- d) Please discuss the impact to the proposed construction schedule and in-service date if Enbridge Gas receives a decision and order of the OEB later than May 2023.

Response

- a) As per Metrolinx's website,¹ the proposed subway construction work began in June 2021 at Sheppard Ave East and McCowan Road in the City of Toronto at the site of the Tunnel Boring Machine launch shaft. The tunneling for the proposed subway began in January 2023. The Scarborough Subway Extension project (the "SSE" project) is anticipated to be completed in 2030.
- b) No, Enbridge Gas is currently not aware of any aspects of the SSE project construction that could potentially delay the commencement of construction of either Phase 1 or 2 of the proposed Project.
- c) , d)

Metrolinx cannot install/construct pilings required for excavation of the Kennedy Station site until Enbridge Gas's existing natural gas mains are relocated/removed. Therefore, if the relief sought through the current Application and/or construction start date for Phase 1 of the Project is delayed, then Enbridge Gas expects that Metrolinx's SSE project schedule (specifically, works on the Kennedy Station) would be put at risk.

Similarly, Metrolinx cannot re-route traffic as part of its planned road detour until Enbridge Gas's above ground district station is relocated/removed. Therefore, if the construction start date for Phase 2 of the Project is delayed, then Enbridge Gas expects that Metrolinx's SSE project schedule would be put at risk. Additionally, depending upon its duration, such a delay could lead to an extended scheduling delay for the SSE project because Enbridge Gas's above ground district station must be relocated outside of winter heating season (when temperatures are above -15°C).

¹ <https://www.metrolinx.com/en/projects-and-programs/scarborough-subway-extension>

ENBRIDGE GAS INC.

Answer to Interrogatory from
OEB Staff ("STAFF")

INTERROGATORY

Reference:

Exhibit C, Tab 1, Schedule 1, pages 4-9

Preamble:

Enbridge Gas provided a discussion of the route/facility alternatives it considered and stated that based on its assessment of alternatives, it determined that the proposed project is the optimal solution to meeting the identified customer need as it represents the lowest total project cost to resolve conflicts identified by Metrolinx's subway extension project.

Question:

- a) Please provide estimated costs for the alternatives described by Enbridge Gas in its application.

Response

- a) The estimated cost for the alternative to avoid conflict with the existing NPS 4 PE IP gas main along the north side of Eglinton Ave. E identified by Enbridge Gas in Exhibit C, Tab 1, Schedule 1, p.5, para. 7.B.ii. is provided in Table 1. Enbridge Gas and Metrolinx deemed this alternative to be not feasible due to the logistical challenges, construction complexities, and risks associated with the rail crossings, issues with future accessibility, and given its proximity to the City of Toronto bridge structure.

Table 1

Description	Cost
Material	\$ 4,179.96
Labour & Construction	\$ 1,314,533.34
Outside Services (Consulting, Professional Services)	\$ 49,084.55
Contingency	\$ 317,438.32
Sub-Total	\$ 1,685,236.17
Direct Overhead	\$ 255.81
Indirect Overhead	\$ 601,629.31
Interest During Construction	\$ 22,871.21
Total Project Cost	\$ 2,287,121.30

The alternative road crossing described in Exhibit C, Tab 1, Schedule 1, p.6, para. 7.C.ii. was deemed to be not feasible as it presented an intolerable safety risk to Enbridge Gas' facilities and Metrolinx's station construction. Ultimately, Metrolinx and Enbridge Gas decided to pursue a permanent relocation around the station to avoid the Metrolinx Contractor having to support and protect the live existing gas main in place over their large open excavation for the duration of construction. As a result, a cost estimate was not developed for this alternative.

The alternative to resolve the conflict with the NPS 2 SC IP header gas service to 2480 Eglinton Ave East described in Exhibit C, Tab 1, Schedule 1, p.6, para.7.D.ii. was deemed to be not feasible as the reconnection of the existing service to the plastic gas main on the north side of Eglinton Ave East would have created an isolated steel network unprotected by existing cathodic protection systems (which could lead to an integrity risk of accelerated corrosion). Ultimately, Metrolinx and Enbridge Gas decided to pursue a relay of a new plastic header gas service to the property. As a result, a cost estimate was not developed for this alternative.

Lastly, the alternatives described in Exhibit C, Tab 1, Schedule 1, p. 7-8, para. 7.A.ii. and iii., to relocate the district station along Midland Ave within the public right of way, or on the other corners of the intersection of Midland Ave and Eglinton Avenue East were deemed to be not feasible as they would not have been physically possible due to space restrictions, and congestion of existing and proposed utilities. Further, Metrolinx's complex traffic plan and detour would have conflicted with the district station. As a result, a cost estimate was not developed for these alternatives.

ENBRIDGE GAS INC.

Answer to Interrogatory from
OEB Staff ("STAFF")

INTERROGATORY

Reference:

Exhibit E, Tab 1, Schedule 1, page 1-2
Exhibit C, Tab 1, Schedule 1, page 2

Preamble:

Enbridge Gas stated that the total cost of the project is estimated to be \$5.4 million. Enbridge Gas stated that Metrolinx will reimburse Enbridge Gas through a Contribution in Aid of Construction (CIAC) for the project costs.

Enbridge Gas and Metrolinx's Subway Extension contractor (Metrolinx Contractor) are entering into a Utility Work Agreement (UWA) after the Metrolinx Contractor is awarded the contract for the subway. The Metrolinx Contractor is to assume full cost responsibility and will reimburse Enbridge Gas for all its actual costs and expenses incurred in completing the project.

Question:

- a) Please confirm whether the Metrolinx Contractor and Enbridge Gas have executed the UWA.
- b) Please advise whether the CIAC will cover the actual final project costs in the event that the actual costs exceed the estimated total project costs of \$5.4 million. If not, please explain how Enbridge Gas expects to manage any additional costs that exceed the estimated costs.

Response

- a) The Utility Work Agreement ("UWA") has not yet been executed at this time. Enbridge Gas and the Metrolinx Contractor are currently working together to execute the UWA.

- b) Enbridge Gas confirms that the Contribution in Aid of Construction ("CIAC") will cover the actual final Project costs in the event that they exceed estimated total Project costs.

ENBRIDGE GAS INC.

Answer to Interrogatory from
OEB Staff ("STAFF")

INTERROGATORY

Reference:

Exhibit D, Tab 1, Schedule 1, page 4

Preamble:

Enbridge Gas stated that once the new pipelines are placed into service, the existing pipe will be abandoned in place and sections of the abandoned pipeline may be removed by other parties in the future as part of ongoing Subway Extension or other construction works.

Question:

- a) Why has Enbridge Gas chosen to abandon existing pipe rather than removing the respective pipe?
- b) Please provide the abandonment costs for the pipe that Enbridge Gas is proposing to abandon in-place?
- c) Is the pipe that Enbridge Gas proposing to abandon located in the road allowance?
- d) What arrangements or agreements have been reached with the municipality and/or private landowners regarding the proposed abandonment of pipe in place?
- e) Please advise whether Enbridge Gas could potentially be responsible for any removal costs associated with any future removal of the abandoned pipe?

Response

- a) Abandonment in place is permitted under the CSA Z662 and it is the standard construction practice of Enbridge Gas. Physical removal of abandoned pipe is not typical unless it is required as part of a project's scope of work. In this instance, any abandoned pipe that requires removal as part of Metrolinx's scope of work will be the responsibility of the Metrolinx Contractor.

- b) The estimated abandonment costs for the pipe that Enbridge Gas is proposing to abandon in place are:
- Phase 1 Abandonment costs = \$79,322.10
 - Phase 2 Abandonment costs = \$86,859.79
- c) Yes, the pipelines that are proposed to be abandoned are located within the municipal road allowance.
- d) No agreements with the municipality or landowners are required in order to abandon pipeline assets in place.
- e) Enbridge Gas does not anticipate that it would be responsible for the costs of removing abandoned pipe. Based on the Company's prior experiences, abandoned pipe is removed by a third party (including municipalities) without charging the costs to Enbridge Gas. As stated in part a), physical removal of abandoned pipe is not typical unless it is explicitly required as part of a project's scope of work, which is not the case for the proposed Project.

ENBRIDGE GAS INC.

Answer to Interrogatory from
OEB Staff ("STAFF")

INTERROGATORY

Reference:

Exhibit E, Tab 1, Schedule 1, page 1, Table 1

Preamble:

In Table 1, Enbridge Gas provided a breakdown of the total project costs of \$5.4 million covering Phases 1 and 2 of the Project.

Question:

- a) Please provide a table providing a breakdown of the costs for each of Phase 1 and Phase 2 separately.

Response

- a) Table 1 provides the breakdown of the total project cost for Phase 1 and Phase 2.

Table 1

Description	Phase 1 Total Costs	Phase 2 Total Costs
Material	\$ 7,031.05	\$ 84,956.42
Labour & Construction	\$ 1,489,710.81	\$ 1,423,174.78
Outside Services (Consulting, Professional Services)	\$ 60,970.09	\$ 96,638.65
Contingency	\$ 381,003.09	\$ 386,696.67
Sub-Total	\$ 1,938,715.04	\$ 1,991,466.52
Direct Overhead	\$ 421.86	\$ 5,097.39
Indirect Overhead	\$ 678,550.26	\$ 697,013.28
Interest During Construction	\$ 23,802.00	\$ 24,478.00
Total Project Cost	\$ 2,641,489.17	\$ 2,718,055.19
Less CIAC	\$ (2,641,489.17)	\$ (2,718,055.19)
Net Project Costs	\$ -	\$ -

In the course of completing this response Enbridge Gas identified a minor misplacement of information in its pre-filed evidence that it wishes to correct. Specifically, the written scope description of Phase 2 set out at Exhibit A, Tab 2, Schedule 1, page 1 and repeated at Exhibit C, Tab 1, Schedule 1, p. 1, Exhibit D, Tab 1, Schedule 1, p. 1, and Exhibit E, Tab 1, Schedule 1, p. 3, mistakenly included "*25 m of NPS 4 PE IP gas main relocation*" when that facility is actually included within the scope of Phase 1. All other aspects of the current Application (including Table 1 above) correctly reflected the scopes of Phases 1 and 2. Accordingly, Enbridge Gas has attached updated black-lined versions of these excerpts at Attachments 1 – 4.

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 City of Toronto.

APPLICATION

1. Enbridge Gas Inc. (“Enbridge Gas” or the “Company”) hereby applies to the Ontario Energy Board (the “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 the following:

- Phase 1

- i. 310 m of Nominal Pipe Size (“NPS”) 4 Polyethylene (“PE”) Intermediate Pressure (“IP”) gas main relocation along Lord Roberts Drive and along a permanent easement on a City of Toronto walkway.
- ii. 120 m of NPS 2 PE IP service relocation at 2480 Eglinton Avenue East.
- iii. 25 m of NPS 4 PE IP gas main relocation at 2499 Eglinton Avenue East.

/U

- Phase 2

- i. 30 m of NPS 8 Steel Coated (“SC”) High Pressure (“HP”) gas main relocation.
- ii. 330 m of NPS 8 PE IP gas main relocation.
- iii. 16 m of NPS 6 PE IP gas main relocation.

~~iv.i. 25 m of NPS 4 PE IP gas main relocation at 2499 Eglinton Avenue East~~ /U

2. Enbridge Gas will also relocate a district station and bollard protection system onto a permanent easement at 2500 Eglinton Avenue East. For the purposes of this application, the relocations above will be referred to as the Kennedy Station relocation project (the "Project").
3. Metrolinx has requested that Enbridge Gas relocate existing natural gas pipeline assets in the City of Toronto to accommodate the Scarborough Subway Extension transit project¹. The Scarborough Subway Extension transit project is a collaboration between the Province of Ontario, the City of Toronto, and Metrolinx.
4. For ease of reference and to assist the OEB with preparation of the notice of application for the proposed Project, a map of the proposed facilities is included at Attachment 1 to this Exhibit.
5. Selection of the route and location for the proposed facilities associated with the Project was supported by an independent environmental consultant through the process outlined in the OEB's *Environmental Guidelines for the Location, Construction, and Operation of Hydrocarbon Pipelines and Facilities in Ontario, 7th Edition, 2016* (the "Guidelines").
6. Construction of the Project is planned to commence in September 2023 for Phase 1 and April 2025 for Phase 2. The proposed pipelines and facilities are expected to be

¹ <https://www.metrolinx.com/en/greaterregion/projects/scarborough-subway-extension.aspx>

placed into service in December 2023 and July 2025, respectively. The proposed Project milestones can be found at Exhibit B, Tab 1, Schedule 1, Tables 1 and 2.

7. Enbridge Gas requests that this Application be treated as a short-form natural gas application based on the OEB's established criteria,² and that it proceed by way of written hearing in English.
8. Enbridge Gas requests that the OEB issue the following orders:
 - (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 form of working area agreement found at Exhibit G, Tab 1, Schedule 1, Attachment 1, and the form of standard easement agreement found at Exhibit G, Tab 1, Schedule 1, Attachment 2.
9. Enbridge Gas requests that documents relating to the application and its supporting evidence, including the responsive comments of any interested party, be served on Enbridge Gas and its counsel as follows:

(a) The Applicant	Eric VanRuymbeke Sr. Advisor, Leave to Construct Applications
Address:	P. O. Box 2001 50 Keil Drive N Chatham, ON N7M 5M1
Telephone:	(519) 436-4600 x5002241

² <https://www.oeb.ca/applications/how-file-application/performance-standards-processing-applications>

Filed: 2022-12-07
EB-2022-0247
Exhibit A
Tab 2
Schedule 1
Page 4 of 4
Plus Attachment

Email: eric.vanruymbeke@enbridge.com
EGIRegulatoryProceedings@enbridge.com

(b) The Applicant's counsel (1) Guri Pannu
Sr. Legal Counsel
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) 758-4761

Email: guri.pannu@enbridge.com

DATED at the City of Chatham, Ontario this 7th day of December 2022.

ENBRIDGE GAS INC.

(Original Digitally Signed)

Eric VanRuymbeke
Sr. Advisor, Leave to Construct Applications

PROJECT ALTERNATIVES

1. The purpose of this Exhibit is to describe Enbridge Gas's analysis of alternatives to address conflicts between the Company's existing natural gas assets and Metrolinx's Subway Extension project, as outlined in Exhibit B, Tab 1, Schedule 1. As discussed in Exhibit B, because of these conflicts, Enbridge Gas is proposing to relocate existing natural gas assets in the vicinity of the Kennedy Station at Midland Ave. and Eglinton Ave. E.

2. The preferred alternative is the proposed Project, which includes the following two phases of construction:

Phase 1

- 310 m of NPS 4 PE IP gas main relocation along Lord Roberts Dr. and along a permanent easement on a City of Toronto walkway.
- 120 m of NPS 2 PE IP service relocation at 2480 Eglinton Ave. E.
- 25 m of NPS 4 PE IP gas main relocation at 2499 Eglinton Ave. E.

/U

Phase 2

- 30 m of NPS 8 SC HP gas main relocation.
- 330 m of NPS 8 PE IP gas main relocation.
- 16 m of NPS 6 PE IP gas main relocation.
- ~~25 m of NPS 4 PE IP gas main relocation at 2499 Eglinton Ave. E.~~
- District station and bollard protection system to be relocated onto a permanent easement at 2500 Eglinton Ave. E.

/U

3. The proposed Project resolves physical conflicts with the future Kennedy Station construction by Metrolinx's Stations, Rails, and Systems ("SRS") contractor, while allowing Enbridge Gas to maintain the integrity and operability of its existing natural gas network and continued service to existing customers. The proposed Project has in-service dates of December 2023 for Phase 1, and July 2025 for Phase 2.

Integrated Resource Planning

4. 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 Framework for Enbridge Gas ("IRP Framework").¹ The IRP Framework provides guidance from the OEB about the nature, timing and content of IRP considerations for future identified needs. The IRP Framework provides Binary Screening Criteria in order to focus on situations where there is reasonable expectation that an IRP Alternative ("IRPA") could efficiently and economically meet a system need. Enbridge Gas has applied the Binary Screening Criteria and determined that the need underpinning the Project does not warrant further IRP consideration based on the timing criteria, as the need must be met in under three years (the proposed project has in-service dates of December 2023 for Phase 1, and July 2025 for Phase 2). In addition, the Project is driven by a customer-specific build where Metrolinx will reimburse Enbridge Gas through a Contribution in Aid of Construction ("CIAC") for the actual Project costs.

ii. Timing – If an identified system constraint/need must be met in under three years, an IRP plan could not likely be implemented and its ability to resolve the identified system constraint could not be verified in time. Therefore, an IRP evaluation is not required. Exceptions to this criterion could include considerations of supply-side IRPAs and bridging or market-based alternatives where such IRPAs can address a more imminent need.

iii. 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 services delivered by such facilities, then an IRP evaluation is not required.²

5. Notwithstanding the criterion above that exempt the Project from further IRP assessment, the Company does not have adequate time to design, implement, and measure the effect of a demand side IRP Plan to remove existing gas assets while

¹ EB-2020-0091, Decision and Order, July 22, 2021, Appendix A.

² Ibid

continuing to reliably serve the natural gas demands of customers in the surrounding area. Furthermore, since the existing gas main is embedded deep within Enbridge Gas's distribution pipeline network, there is no ability for a third-party natural gas market participant to deliver gas supplies directly to the region served by the existing natural gas main or to feasibly set up a Compressed Natural Gas ("CNG") injection point. Therefore, supply-side alternatives do not exist to meet the Project need.

Alternatives Assessment Criteria

6. Enbridge Gas established alternatives assessment criteria that quantitatively and/or qualitatively considered economic feasibility, timing, safety and reliability, risk management, and environmental and socio-economic impacts:

Project Cost (Quantitative):

- The alternative must be cost-effective compared to other alternatives. As discussed in Exhibit B, Tab 1, Schedule 1, the Project costs will be covered under the UWA between the Metrolinx Contractor and Enbridge Gas and recovered through a CIAC. Enbridge Gas considered the total cost of the relocation of its assets throughout its work to support the Subway Extension design with Metrolinx.

Timing (Quantitative):

- The alternative must meet the required in service dates of December 2023 for Phase 1 and July 2025 for Phase 2.

Safety & Reliability (Qualitative):

- The alternative must ensure that Enbridge Gas can meet its obligation to provide reliable and safe delivery of firm natural gas volumes to existing Enbridge Gas customers as outlined in Exhibit B, Tab 1, Schedule 1 and that no existing Enbridge Gas customer experiences a loss of natural gas supply.

Environmental and Socio-economic Impact (Qualitative):

- The alternative should minimize impacts to Indigenous peoples, municipalities, landowners, and the environment relative to other viable alternatives.

Identification and Assessment of Alternatives

7. Enbridge Gas identified several alternatives capable of addressing the Subway Extension conflicts identified in Exhibit B within the timeframes required by Metrolinx. Detailed descriptions of each of the facility alternatives, organized in accordance with the general project areas described in Exhibit B, are provided below:

Open Excavation

- A. To avoid a conflict with the existing NPS 8 SC IP gas main in front of 2499 and 2495 Eglinton Ave. E and Metrolinx's proposed piles and to maintain existing service to customers, there was only one feasible alternative identified given the congestion of existing and proposed utilities in the vicinity. The only alternative identified was to relocate the gas main further south towards the property line within the boulevard and shorten the length of the dead-end main to just past the property limit of 2499 Eglinton Ave. E to ensure servicing could be maintained. The proposed location of the NPS 4 PE IP gas main maintains the minimum horizontal and vertical clearances to existing and proposed utilities in the area and allows for both services to 2499 and 2495 Eglinton Ave. E to be re-attached to this gas main.
- B. To avoid a conflict with the existing NPS 4 PE IP gas main along the north side of Eglinton Ave. E from the northwest corner of the Eglinton Ave. E and Midland Ave. intersection to 2480 Eglinton Ave. E and Metrolinx's proposed piles and to maintain existing service to the customers, two alternatives were assessed:

- i. Relocate the existing NPS 4 PE IP gas main along Lord Roberts Dr. (a municipal roadway parallel to Eglinton Ave. E) to the north of the project site, and along a permanent easement on a private walkway owned by the City of Toronto to reconnect to the existing NPS 4 PE IP gas main network dead ending to the west at 2460 and 2466 Eglinton Ave. E, requiring the Company to obtain a permanent easement from the City of Toronto. This alternative does not impose any risks to the existing CN rail and TTC track infrastructure, as well as the City's existing bridge footings.
- ii. Install a new NPS 4 PE IP gas main crossing under the existing CN rail corridor and TTC Line 3 subway train tracks at the existing TTC Kennedy Station to connect the existing NPS 4 PE IP gas main east of the track with the existing NPS 2 PE IP gas main west of the track. The gas main would be in the immediate vicinity of the City of Toronto bridge overpassing Eglinton Ave. East roadway. The gas main would require railway permit approvals from CN and TTC, as well as approval from the City of Toronto Bridges and Structures group for construction in the vicinity of bridge footings. The gas main would also need to be installed to the depth outlined in Transport Canada's TC E-10 standard for a gas main crossing under a railway. The gas main crossing within the rail corridor would also be inaccessible in the future for maintenance and operations due to the ongoing operation of CN trains and the existing TTC Line 3 subway.

For the reasons outlined above and as it will ensure minimal risks to Enbridge assets, CN, TTC, and the City of Toronto's railway and bridge infrastructure, respectively, Enbridge Gas determined that Alternative i. is preferable.

- C. To avoid conflict with Metrolinx's future piling activities, the first road crossing is proposed to be relocated to cross Midland Ave. just north of the intersection where the district station is proposed to be relocated onto Metrolinx property at 2500 Eglinton Ave. E.

The second road crossing considered and assessed two routing alternatives:

- i. Re-route the gas main around the Kennedy Station footprint down Midland Ave. towards the intersection with Eglinton Ave. E, along the north side of the intersection and crossing Eglinton Ave. E, just east of Commonwealth Ave.
- ii. To minimize the length of this relocation, the route would cross over the Kennedy Station footprint. Re-routing over the station results in the gas main being exposed, supported, and protected in place by Metrolinx Contractor for the entirety of the station construction imposing unnecessary risks to Enbridge Gas's assets.

For the reasons outlined above and in order to avoid any need for the gas main to be exposed during the station construction, Enbridge Gas determined that Alternative i. (relocate the gas main around the station footprint) is preferable.

- D. To avoid conflict with the NPS 2 SC IP gas header service to 2480 Eglinton Ave E and Metrolinx's future piling activities, two alternatives were assessed:
- i. Reconnect the existing NPS 2 ST IP header gas service to 2480 Eglinton Ave. E, crossing Eglinton Ave. E to the existing NPS 4 PE IP gas main on the north side of Eglinton Ave. E determined not to be

feasible due to the age and condition of the existing service, and as it does not comply with Enbridge Gas standards regarding the eligibility of reconnecting steel services of a specific vintage. Additionally, this reconnection would have created an isolated steel network which results in a gas main unprotected by the existing cathodic protection systems in place, which will lead to accelerated corrosion.

- ii. Relay a new header gas service to 2480 Eglinton Ave. E as a NPS 2 PE IP service off of the existing NPS 4 PE IP gas main on the north side of Eglinton.

While both alternatives would eliminate the road crossing in conflict with Metrolinx's proposed piling activities, for the reasons outlined above and based on modern corrosion standards for natural gas pipelines, Enbridge Gas has determined that Alternative ii) is preferable.

Proposed Road Detour

- A. To avoid a conflict between Metrolinx's temporary road detour and Enbridge Gas's IP district regulator station, three alternatives were considered and assessed to facilitate relocation of the district station:
 - i. Reconstruct the station on Metrolinx's property at 2500 Eglinton Ave. E, requiring the Company to obtain a permanent easement from Metrolinx.
 - ii. Reconstruct the station along Midland Ave. within the public right of way along the boulevard area. However, there is limited available space along the boulevard area that may not accommodate the large size of the station footprint, including the bollard protection system (approximately 2.1 m by 2.1 m).

- iii. Find a location for the station on the other corners of the intersection of Midland Ave. and Eglinton Ave. E. However, there is limited right of way available for these purposes and high level of congestion of existing utilities in these areas.

For the reasons outlined above and as it ensures adequate space for the station footprint while offering the maximum level of protection from vehicular traffic travelling along Midland Ave. and Eglinton Ave. E, Enbridge Gas determined that Alternative i. (relocate the district station onto Metrolinx property for which Metrolinx has agreed to provide a permanent easement) is preferable.

Proposed Vent Shaft

- A. To avoid a conflict with the pedestrian tunnel and vent shaft structure proposed by Metrolinx, the existing NPS 8 SC IP gas main on the south side of Eglinton Ave. E, running from the southeast to southwest corners of the intersection of Eglinton Ave. E and Midland Ave. is proposed to be shifted 3 m to the north. This will ensure the gas main can achieve the minimum depth of cover in the roadway as well as the minimum vertical clearance above the proposed tunnel structure.

This alternative was the only feasible option given the proposed location of Metrolinx's pedestrian tunnel. Relocating to the south is not possible due to the tunnel conflict, and relocation further to the north is not feasible as it results in additional pipe to be installed to achieve the same result, introduces new conflicts with existing and proposed utilities, and places the gas main in closer proximity of the proposed piles.

Project Selection & Conclusion

8. Based on the above assessment of alternatives, Enbridge Gas has determined that the proposed Project is the optimal solution to meeting the identified customer need as it:

- Represents the lowest total project cost to resolve conflicts identified by Metrolinx's Subway Extension project.
- Meets Metrolinx's required December 2023 and July 2025 in-service dates for Phase I and Phase II respectively.
- Maintains existing network connections and reliability by continuing to provide the same level of service to existing gas customers throughout construction.
- Ensures Enbridge Gas can readily access its facilities/assets going forward, ensuring their safe operation and maintenance.
- Reflects the lowest overall risks relative to other alternatives assessed.
- Is expected to result in the lowest number and magnitude of environmental and socio-economic impacts relative to other alternatives assessed.

PROPOSED PROJECT

Project Description

1. To resolve the physical conflicts between existing Enbridge Gas assets and Metrolinx's Subway Extension, and to ensure that the Company can continue to meet its obligation to deliver firm natural gas services to its existing customers, Enbridge Gas is proposing to relocate its existing NPS 8 SC HP, NPS 8 SC IP, NPS 6 PE IP, and NPS 4 PE IP distribution gas mains as shown in Figure 1. Construction of Enbridge Gas's Project facilities represented in Figure 1 is delineated into two distinct phases in order to accommodate Metrolinx's Subway Extension works, Phase 1 is displayed in green and Phase 2 is displayed in blue.

2. The two phases of construction include:

Phase 1

- 310 m of NPS 4 PE IP gas main relocation along Lord Roberts Dr. and along a permanent easement on a City of Toronto walkway.
- 120 m of NPS 2 PE IP service relocation at 2480 Eglinton Ave. E.
- 25 m of NPS 4 PE IP gas main relocation at 2499 Eglinton Ave. E.

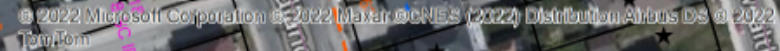
/U

Phase 2

- 30 m of NPS 8 SC HP gas main relocation.
- 330 m of NPS 8 PE IP gas main relocation.
- 16 m of NPS 6 PE IP gas main relocation.
- ~~25 m of NPS 4 PE IP gas main relocation at 2499 Eglinton Ave. E.~~
- District station and bollard protection system to be relocated onto a permanent easement at 2500 Eglinton Ave. E.

/U

Page 2 of 9



3. The route and location for the proposed Project facilities were reviewed by an independent environmental consultant through the process outlined in the Ontario Energy Board's "*Environmental Guidelines for the Location, Construction, and Operation of Hydrocarbon Pipelines and Facilities in Ontario*" (7th Edition, 2016) (the "Guidelines"). Input from the public was sought during the route selection process and was incorporated into the selection of the preferred routes.

Project Construction

4. Enbridge Gas will ensure that all piping components for the Project will be designed, installed, and tested in accordance with specifications outlined in Enbridge Gas's Construction and Maintenance Manual ("Specifications"). The Specifications meet or exceed the requirements of *CSA Z662 – Oil and Gas Pipeline System* standard and *Ontario Regulation 210/01, Oil and Gas Pipeline Systems*.
5. 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 updated to reflect site specific conditions for the Project as per the findings in the Environmental Report and the Environmental Protection Plan discussed in Exhibit F, Tab 1, Schedule 1. All construction, installation and testing of the Project will be witnessed and certified by a valid Gas Pipeline Inspection Certificate holder.
6. Pipe will be installed using a combination of both the trench method and a trenchless method (horizontal directional drilling). Restoration and monitoring will be conducted post-construction to ensure successful environmental mitigation for the Project.

7. 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.
8. 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 a road. *Ontario Traffic Manual – Book 7 – Temporary Conditions* is followed as a minimum requirement for the purpose of traffic control.
9. Once the new pipelines are placed into service, the existing pipe will be abandoned in place. Sections of the abandoned pipeline may be removed by other parties in the future as part of ongoing Subway Extension or other construction works.
10. Construction of the pipeline includes the following activities:

(a) Locating Running Line

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, 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.

(b) Clearing and Grading

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.

(c) Stringing

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

(d) Welding

The pipe is welded/fused into manageable lengths. The welds in steel pipe are radiographically inspected and the welds are coated.

(e) Installation

Pipe will be installed using a combination of both the trench method and a 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 hand-located or hydro vacuumed to positively identify their location.

Trench Method: Trenching is done by using a trenching machine, backhoe or excavator depending upon the ground conditions. Provisions are made to allow residents access to their property, as required. Next, the pipe is lowered into the trench. For steel pipe, the pipe coating is then inspected and tested using a high voltage electrical tester 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.

Trenchless Method: Trenchless methods are alternate methods used to install pipelines under infrastructure such as railways, roadways, watercourses, sidewalks, trees or other environmentally or archaeologically sensitive areas. The trenchless method that is proposed for this project is horizontal directional drilling.

This method involves excavating small entry and exit pits, 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.

(f) Tie-Ins

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

(g) Cleaning and Testing

To complete the construction, the pipeline is cleaned and tested and placed into service.

(h) Backfilling and Restoration

The final construction activity is restoration of lands. The work area 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 authorities is obtained.

Design Specifications & Testing Procedures

11. The design specifications for the Project are provided in Tables 1 and 2. The specifications are representative of the entire Project. Testing procedures for the Project are also discussed below.

Table 1: NPS 8 HP ST Pipeline Design Specifications

Description	Design Specification	Unit
External Diameter (OD)	219.1	mm
Wall Thickness	4.8	mm
Pipe Grade	359	MPa
Material Specification	C.S.A. Standard Z245.1 or API 5L, latest editions	-
Material Toughness	Cat. I, M5C	-
Coating Type	Dual Fusion Bond Epoxy (Abrasion-Resistant Overcoat) or Yellow Jacket	
Material Designation	Carbon Steel	-
Cathodic Protection	Galvanic System (Corrosion Operating Standard, Galvanic Anode Installation Procedure)	
Fittings	CSA Z245.11-	-
Valves	CSA Z245.15-	-
Class Location	4	-
Design Pressure (DP)	1,200	kPa
Hoop Stress at Design Pressure per % SMYS	7.6%	-
Maximum Operating Pressure (MOP)	1,200	kPa
Hoop Stress at MOP per % SMYS	7.6%	-
Minimum Depth of Cover	0.9	m
Method of Construction	Horizontal Directional Drilling / Open Cut	-
<u>Strength Test Data</u>		
Test Medium	Nitrogen/Air	-
Test Pressure (Min/Max)	1,700/1,800	kPa
Hoop Stress at Strength Test per % SMYS	21%	-
Test Duration	4	Hrs
<u>Leak Test Data</u>		
Test Medium	Nitrogen/Air	-
Test Pressure (Min/Max)	1,700/1,800	kPa
Hoop Stress at Leak Test per % SMYS	21%	-
Test Duration	4	Hrs

12. The NPS 8-inch HP ST pipeline(s) will be a concurrent strength and leak test after installation, for a minimum duration of four hours. The strength and leak test will use nitrogen/air as the test medium at pressures between 1,700 to 1,800 kPa (1.4 –

1.5x Design Pressure). This corresponds to a maximum 21% Specified Minimum Yield Stress ("SMYS") during the pressure test.

Table 2: 440 kPa PE Pipeline Design Specifications

<u>Description</u>	<u>Design Specification</u>				<u>Unit</u>
Pipe	(NPS 8)	(NPS 6)	(NPS 4)	(NPS 2)	
External Diameter	219.1	168.3	114.3	60.3	mm
Standard Dimension Ratio	13.5	11	11	11	-
Material Specification	CSA B137.4				-
Material Designation	PE 2708				-
<u>Components</u>					
Fittings	CSA B137.4				
Flanges	N/A				-
Valves	CSA B137.4				-
<u>Design Data</u>					
Class Location	4				-
Design Pressure	440				kPa
Maximum Operating Pressure	440				kPa
Minimum Depth of Cover	0.9				m
Method of Construction	Open Cut / Horizontal Directional Drill / Plough				-
<u>Leak Test Data</u>					
Test Medium	Air or Nitrogen				-
Test Pressure (Min / Max)	700/ 770				kPa
Min Test Duration	1				Hrs

13. The NPS 8-inch, NPS 6-inch, NPS 4-inch and NPS 2-inch PE pipeline will be leak tested after the installation of the pipe for a minimum duration of one hour. The leak test will use air or nitrogen as the test medium at pressures between 700 and 770 kPa. This is higher than 1.4 times the Maximum Operating Pressure ("MOP") of the pipeline.

Project Timing

14. The Project construction schedule is shown at Exhibit D, Tab 2, Schedule 1. To meet the planned in-service date, Enbridge Gas must commence construction by

September 2023 for Phase I and April 2025 for Phase II, which will place the Project in-service by December 1, 2023 (Phase 1), and July 1, 2025 (Phase 2), respectively.

TSSA Correspondence

15. Enbridge Gas has filed an application with the Technical Standards & Safety Authority ("TSSA"). To date, Enbridge Gas has not received any concerns from the TSSA regarding their review and expects to receive a letter indicating that they have completed their review of the design for the proposed facilities in the coming months.

PROJECT COSTS AND ECONOMICSProject Cost

1. The total cost for the Project is estimated to be \$5.4 million, as detailed in Table 1 below. \$4.6 million of this total cost is attributed directly to Project pipeline facilities (for which the Company is seeking an order of the OEB granting leave to construct), and \$0.79 million is attributed to ancillary facilities.

Table 1: Estimated Project Costs (\$CAD)

Item No.	Description	Pipeline Costs	Ancillary Costs ¹
1.0	Material	78,322	13,664
2.0	Labour and Construction	2,476,273	436,612
3.0	Outside Services (Consulting, Professional Services)	138,308	19,299
4.0	Contingency	652,479	115,219
5.0	Sub-Total	3,345,382	584,794
6.0	Interest During Construction	44,612	3,668
7.0	Direct Overheads	4,699	819
8.0	Indirect Overheads	1,170,884	204,678
9.0	Total Project Costs	4,565,577	793,959
10.0	Less: CIAC	(4,565,577)	(793,959)
11.0	Net Project Costs	0	0

2. The cost of land is negligible as Metrolinx is providing Enbridge Gas with a permanent easement to construct and install a gas main on Metrolinx's own property. Metrolinx is also reimbursing the Metrolinx Contractor who is then in turn reimbursing Enbridge Gas for 100% of the actual Project costs incurred. Accordingly, any cost associated with land acquisition with Metrolinx would negate itself in this instance.

¹ Ancillary costs include: station upgrades, and customer services.

3. The cost estimate set out above includes a 25% contingency applied to all direct costs. This contingency amount has been calculated based on the risk profile of the Project and is consistent with contingency amounts calculated for similar Enbridge Gas projects in the past.
4. As discussed in Exhibit B, Tab 1, Schedule 1, the Project is covered under the UWA between the Metrolinx Contractor and Enbridge Gas. Under this agreement, the Metrolinx Contractor assumes full cost responsibility and will reimburse Enbridge Gas for all of the Company's actual costs and expenses incurred in completing the Project. In addition, Enbridge Gas attributes and allocates its internal overhead costs at a rate of thirty-five percent (35%) of the actual costs. Therefore, there will be no impact on existing Enbridge Gas rates or ratepayers as a result of the Project.

Project Cost Comparison

5. The costs of recent pipeline reinforcement project of comparable pipe size and location is 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:
 - **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. Economies of scale are often realized with longer distance pipeline projects.
 - **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 MOP results in differences in materials, as well as construction, welding, and testing requirements.

Table 2: Project Cost Comparison (\$CAD)

Project Name	Kennedy Station Relocation	Liberty Village Pipeline ²
Facility Description	<u>Phase 1 Pipeline</u> 310 m of NPS 4 PE IP; 120 m of NPS 2 PE IP; <u>25 m of NPS 4 PE IP</u> <u>Phase 2 Pipeline</u> 30 m of NPS 8 SC HP; 330 m of NPS 8 PE IP; 16 m of NPS 6 PE IP; <u>25 m of NPS 4 PE IP</u> Total 831 m pipeline District station	<u>Pipeline</u> 900 m of NPS 8 ("ST") IP; 200 m of NPS 6 PE IP; 85 m of NPS 4 PE IP Total of 1185 m pipeline
Material Costs	91,986	76,490
Labour Costs	2,918,403	4,048,493
External Costs	157,607	11,128
IDC	48,280	15,570
Contingency ³	767,698	-
Indirect Overheads ⁴	1,375,562	-
Total Project Costs	5,359,535	4,151,681

² EB-2018-0096, Post-Construction Financial Report on Costs and Variances, June 24, 2020

³ Contingency for Liberty Village was 25%; however the costs above are the actuals and as such, no contingency costs are assigned

⁴ Indirect overheads were not forecasted for the Liberty Village Pipeline project

Project Economics

6. A Discounted Cash Flow report has not been completed as the Project is underpinned by a requirement to relocate existing NPS 8-inch, NPS 6-inch, and NPS 4-inch pipeline(s) using like-sized replacement pipelines. The Project has been designed to exactly replace pipeline capacity lost by relocating and/or abandoning the Company's existing pipelines in conflict with Metrolinx's Subway Extension. The Project is not expected to create any incremental capacity or new revenues from customers.

ENBRIDGE GAS INC.

Answer to Interrogatory from
OEB Staff ("STAFF")

INTERROGATORY

Reference:

Exhibit E, Tab 1, Schedule 1, page 2,3 and Table 2

Preamble:

Enbridge Gas stated that the project cost estimate includes a 25% contingency applied to all direct costs and that this contingency amount has been calculated based on the risk profile of the proposed project and is consistent with contingency amounts calculated for similar Enbridge Gas projects in the past.

Question:

- a) Please provide examples of OEB approved Enbridge Gas projects, other than Enbridge Gas's Liberty Village project, with similar contingency amounts, as referenced in the evidence.
- b) Please provide a narrative on the aspects of risk profile of the proposed project that results in the proposed 25% contingency amount and how these aspects compare to the Liberty Village project and any other relevant past projects.
- c) Did Enbridge Gas use some or all of the estimated contingency amounts in these past projects?
- d) Did the construction of any of these past projects occur through a phased construction schedule as is planned for the proposed project?

Response

- a) Table 1 provides examples of other Enbridge Gas projects, aside from the Liberty Village project, with similar contingency amounts.

Table 1

Case #	Project Name	Assumed Contingency
EB-2022-0003	NPS 20 Waterfront Relocation	30%
EB-2019-0006	St. Laurent Pipeline Project	25%

- b) The proposed Project cost estimate is comprised of various components identified and costed depending on the stage of the project. Currently, this Project is at the Design and Procurement phase, and a detailed Enbridge Gas relocation drawing with a bill of materials and established method of construction has been developed. As a result, Enbridge is able to complete a Class 3 estimate for this Project.

As part of Enbridge Gas's Cost Estimating and Management Standard, the total risk score for transit relocation projects is the highest possible score, which for a Class 3 estimate suggests a contingency percentage of 25%. These contingency guidelines take a risk-based approach to assigning contingency which allows for variance ranges to be committed for each project based on their specific risks.

As the proposed relocation Project is being driven by the Metrolinx Scarborough Subway Extension project (the "SSE" project), there are various external risks that exist in addition to the typical risks associated with Enbridge Gas's other relocation projects, including (but not limited to):

- other third-party utility relocations (e.g., hydro, watermain, sanitary relocations, etc in the area)
- heavy civil transit infrastructure work for the subway
- time and space coordination with other contractors working in the area that warrants a very tight install tolerance, and strict project coordination for field changes and approvals

Additionally, the data that is provided by Metrolinx to Enbridge Gas as the basis for the relocation drawing may not be 100% accurate in terms of the utility information (locations, depths, etc.), and as a result, Enbridge Gas must take this risk on during the design and construction phase.

In relation to Liberty Village, the NPS 20 Waterfront Relocation project, and the St. Laurent Pipeline Project, the risk aspects driving those projects towards 25%+ contingency also included complex utility relocations in congested highly urbanized environments (the City of Toronto and the City of Ottawa). These risk aspects included underground issues (e.g., utility conflicts and subsurface conditions such as rock and soil quality), working space requirements, the possibility of delays due to weather, significant congestion with traffic, limited working hours, and lane closing restrictions.

- c) Table 2 below indicates the amount of contingency used by Enbridge Gas for the comparable projects discussed in part a) above.

Table 2

Case #	Project Name	Amount of Contingency Used¹
EB-2022-0003	NPS 20 Waterfront Relocation	None, as construction has not started
EB-2019-0006	St. Laurent Pipeline Project	All
EB-2018-0096	Liberty Village Pipeline	All

- d) No, the projects set out in Table 2 above did not include a phased construction schedule with similar timeframes between the completion of Phase 1 and commencement of Phase 2 as is planned for the proposed Project.

¹ Based on a comparison of actual to budgeted costs in the Post-Construction Financial Report on Costs and Variances.

ENBRIDGE GAS INC.

Answer to Interrogatory from
OEB Staff ("STAFF")

INTERROGATORY

Reference:

Exhibit F, Tab 1, Schedule 1, page 3 and Attachment 2

Preamble:

Enbridge Gas stated that the Environmental Report (ER) was circulated to the Ontario Pipeline Coordinating Committee (OPCC), Municipalities, Conservation Authorities, and Indigenous communities on July 4, 2022, with a request for comments by August 22, 2022. Enbridge Gas filed the comments received on the ER in Attachment 2.

Question:

- a) Please provide the supporting documentation, i.e. the email correspondence referenced in Attachment 2.
- b) Please file an update of the comments provided in Attachment 2 (summarized in tabular format) that Enbridge Gas has received as part of its consultation since the application was filed, including the supporting documentation, i.e. email correspondence that is referenced. Please include the dates of communication, the issues and concerns identified by the parties, as well as Enbridge Gas's responses and actions to address these issues and concerns.
- c) Please provide an update on the status of the TSSA's review of the project, including any relevant correspondence confirming that the TSSA has reviewed the design of the proposed facilities and found them to be compliant with the requirements of the Canadian Standards Authority standard CSA Z662.

Response

- a) Exhibit F, Tab 1, Schedule 1, Attachment 2, includes a table of correspondence with the OPCC members reflecting receipt of a single comment from the Ministry of Tourism, Culture, and Sport ("MTCS"). Please see Attachment 1 to this response for the email correspondence between Enbridge Gas and the MTCS.




- b) With the exception of consultation with Curve Lake First Nation ("CLFN"), Enbridge Gas has received no additional comments as part of its consultation on the Environmental Report since the Project Application was filed. Please see the response to I.STAFF.13 parts b) and d), regarding Enbridge Gas's response to comments received from CLFN.
- c) Please see Attachment 2 to this response for a copy of the *Application for Review of Pipeline Project*, and Attachment 3 to this response for a copy of the TSSA correspondence in relation to this Application.

TSSA review of the Project is currently ongoing. As of February 10, 2023, Enbridge Gas has provided responses back to the TSSA based on their preliminary comments and questions, and Enbridge Gas is currently awaiting a response from the TSSA.

From: amochrie@dillon.ca on behalf of [Station, Kennedy](#)
To: [Greg Asmussen](#)
Subject: [External] Fwd: Enbridge Gas Inc. - Scarborough Subway Extension - Kennedy Station Relocation Project
OPCC/Municipal/CA Review [MTCS File 0016114]
Date: Thursday, March 2, 2023 9:33:36 AM
Attachments: [2022-08-22 KennedyRelocation MTCScomments.pdf](#)

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	<p>Adele Mochrie (she/her) Associate Dillon Consulting Limited 130 Dufferin Avenue Suite 1400 London, Ontario, N6A 5R2 T - 519.438.1288 ext. 1268 F - 519.672.8209 M - 226.751.2588 AMochrie@dillon.ca www.dillon.ca</p> <div style="display: flex; gap: 5px;"></div>
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----- Forwarded message -----

From: **Minkin, Dan (MTCS)** <Dan.Minkin@ontario.ca>
Date: Mon, Aug 22, 2022 at 9:41 PM
Subject: RE: Enbridge Gas Inc. - Scarborough Subway Extension - Kennedy Station Relocation Project OPCC/Municipal/CA Review [MTCS File 0016114]
To: kennedystationproject@dillon.ca <kennedystationproject@dillon.ca>

Good evening,

Please see attached.

Dan Minkin | Heritage Planner
Ministry of Tourism, Culture and Sport

Heritage, Tourism and Culture Division | Programs and Services Branch | Heritage Planning Unit

T. 416. 786.7553 | Email: dan.minkin@ontario.ca

From: George Tatolis <george.tatolis@enbridge.com>
Sent: July-04-22 11:45 AM
To: Zora.Crnojacki@oeb.ca; Geerts, Helma (OMAFRA) <Helma.Geerts@ontario.ca>; Potter,

Katy (MECP) <Katy.Potter@ontario.ca>; kmanouchehri@tssa.org; Harris, Maya (MMAH) <Maya.Harris@ontario.ca>; Boyd, Erick (MMAH) <Erick.Boyd@ontario.ca>; Schulte-Hostedde, Bridget (MMAH) <Bridget.Schulte-Hostedde@ontario.ca>; Elms, Michael (MMAH) <Michael.Elms@ontario.ca>; Wilkinson, Jonathon (MECP) <Jonathon.Wilkinson@ontario.ca>; Barboza, Karla (MHSTCI) <Karla.Barboza@ontario.ca>; Johnston, Keith (NDMNRF) <Keith.Johnston@ontario.ca>; Ostrowka, Cory (IO) <Cory.Ostrowka@infrastructureontario.ca>; Di Fabio, Tony (MTO) <Tony.DiFabio@ontario.ca>; paul.zuliani@toronto.ca; kelly.dynes@toronto.ca; emily.caldwell@toronto.ca; heather.rodriguez@trca.ca
Cc: kennedystationproject@dillon.ca; Mochrie, Adele <amochrie@dillon.ca>; Mahnaz Karami <mahnaz.karami@enbridge.com>; Johnny Ton <JOHNNY.TON@enbridge.com>
Subject: Enbridge Gas Inc. - Scarborough Subway Extension - Kennedy Station Relocation Project OPCC/Municipal/CA Review

CAUTION -- EXTERNAL E-MAIL - Do not click links or open attachments unless you recognize the sender.

Good morning,

Enbridge Gas Inc. ("Enbridge") is proposing to construct the Scarborough Subway Extension - Kennedy Station Relocation Project ("the Project") to accommodate the construction of the Metrolinx Scarborough Subway Extension transit project in Scarborough. The Ontario Energy Board's Environmental Guidelines for the Location, Construction and Operation of Hydrocarbon Pipelines and Facilities in Ontario 7th Edition 2016 (Guidelines) recommend that a project proponent provide a copy of the Environmental Report (ER) for a project to the Ontario Pipeline Coordinating Committee/Municipalities/Conservation Authorities for review and comment.

In the link below please find a copy of the ER for the Project. It can be found under the Regulatory Information tab – Environmental Report section.

Pursuant to the Guidelines, please provide any comments on the ER for the Project *by no later than August 22, 2022*.

<https://www.enbridgegas.com/about-enbridge-gas/projects/kennedystationproject>

Comments should be directed to:

George Tatolis

Environmental Permitting Advisor

Enbridge Gas Inc.

500 Consumers Road

North York, Ontario

M1L 2S8

Cell: 437-998-2873

Email: kennedystationproject@dillon.ca or george.tatolis@enbridge.com

Best Regards,

George Tatolis, C.E.T, B.E.S (Hons), M.E.S
Environmental Permitting Advisor

Lands, Permitting & Environment

—

ENBRIDGE

TEL: 416-495-6785 | CELL: 437-998-2873 | george.tatolis@enbridge.com
500 Consumers Road. North York, ON, M2J 1P8

enbridge.com

Safety. Integrity. Respect. Inclusion.

This message is directed in confidence solely to the person(s) named above and may contain privileged, confidential or private information which is not to be disclosed. If you are not the addressee or an authorized representative thereof, please contact the undersigned and then destroy this message.

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**Ministry of Tourism,
Culture and Sport**

Programs and Services Branch
400 University Ave, 5th Flr
Toronto, ON M7A 2R9
Tel: 416-786-7553

**Ministère du Tourisme,
de la Culture et du Sport**

Direction des programmes et des services
400, av. University, 5e étage
Toronto, ON M7A 2R9
Tél: 416-786-7553



August 22, 2022

EMAIL ONLY

George Tatolis
Environmental Permitting Advisor
Enbridge Gas Inc.
500 Consumers Road
North York, ON M1L 2S8
kennedystationproject@dillon.ca

MTCS File : 0016114
Proponent : Enbridge Gas Inc.
Subject : Environmental Report
Project : Scarborough Subway Extension – Kennedy Station Relocation Project
Location : City of Toronto, Ontario

Dear Mr. Tatolis:

Thank you for providing the Ministry of Tourism, Culture and Sport (MTCS) with the Environmental Report for the above-referenced project. MTCS's interest in this Environmental Assessment (EA) project relates to its mandate of conserving Ontario's cultural heritage, which includes:

- archaeological resources, including land and marine;
- built heritage resources, including bridges and monuments; and
- cultural heritage landscapes.

Project Summary

The proposed Enbridge Gas SSE Kennedy Station Relocation Project involves the decommissioning of various natural gas pipelines and an existing District Regulator Station, which are in conflict with construction required for the SSE Transit Project.

In order to replace the decommissioned pipelines and station, new pipelines and a new station will be constructed, including:

- Approximately 300 m of natural gas pipeline, up to 8 inches in diameter, at Eglinton Ave. E. and Midland Ave.
- Approximately 17 m of natural gas pipeline, up to 6 inches in diameter, at Eglinton Ave. E. and Midland Ave.
- Approximately 25 m of natural gas pipeline, up to 4 inches diameter, at Eglinton Ave. E. and Midland Ave.
- Approximately 30 m of natural gas pipeline, up to 8 inches in diameter, at Eglinton Ave. E. and Midland Ave.
- Approximately 315 m of natural gas pipeline, up to 4 inches in diameter, at Lord Roberts Dr. and Midland Ave.

- Approximately 120 m of natural gas pipeline, up to 2 inches in diameter, at 2480 Eglinton Ave. E.
- A District Regulator Station, which will be relocated onto a Metrolinx private property easement.

Environmental Report Comments

We acknowledge that due diligence has been undertaken in preparing this Environmental Report by:

- Undertaking a Stage 1 archaeological assessment, which found low potential for archaeological resources and recommended no further assessment;
- Undertaking a Cultural Heritage Screening and, pursuant to its recommendations, a Cultural Heritage Assessment Report, which found no built heritage resources or cultural heritage landscapes with potential to be impacted by the project; and
- Appropriately incorporating the recommendations of these technical studies into the Environmental Report's findings and commitments, including provisions for the unexpected discovery of archaeological resources during construction.

However, we also note that according to our records, the Stage 1 archaeological assessment report, carried out under PIF # P324-0714-2022 and included in Appendix A to the Environmental Report, has not been submitted for technical review by the authoring licensed archaeologist. Until this archaeological assessment report has been reviewed by MTCS archaeological review staff following such a submission, and entered into the Ontario Public Register of Archaeological Reports, its findings should be considered preliminary and ground-disturbing activities related to project construction should not commence.

Thank you for consulting MTCS on this project and please continue to do so throughout the EA process. If you have any questions or require clarification, please do not hesitate to contact me.

Sincerely,

Dan Minkin
Heritage Planner
Dan.Minkin@Ontario.ca

It is the sole responsibility of proponents to ensure that any information and documentation submitted as part of their EA report or file is accurate. MTCS makes no representation or warranty as to the completeness, accuracy or quality of the any checklists, reports or supporting documentation submitted as part of the EA process, and in no way shall MTCS be liable for any harm, damages, costs, expenses, losses, claims or actions that may result if any checklists, reports or supporting documents are discovered to be inaccurate, incomplete, misleading or fraudulent.

Please notify MTCS (at archaeology@ontario.ca) if archaeological resources are impacted by EA project work. All activities impacting archaeological resources must cease immediately, and a licensed archaeologist is required to carry out an archaeological assessment in accordance with the Ontario Heritage Act and the Standards and Guidelines for Consultant Archaeologists.

If human remains are encountered, all activities must cease immediately, and the local police and coroner must be contacted. In situations where human remains are associated with archaeological resources, MTCS should also be notified (at archaeology@ontario.ca) to ensure that the site is not subject to unlicensed alterations which would be a contravention of the Ontario Heritage Act.



Technical Standards and Safety Authority
 345 Carlingview Drive
 Toronto, Ontario M9W 6N9
 Tel: 416.734.3300
 Fax: 416.734.3202
 Customer Service: 1.877.682.8772
 Email: licencingandregistration@tssa.org
 www.tssa.org

Application for Review of Pipeline Project

Technical Standards and Safety Act

Fuels Safety Regulations

Please submit completed application and supporting documentation by mail, fax, or email (in pdf format).

Project Name or Title: _____

Required Documentation (eligible PDFs are acceptable)

Design and piping specifications related to the project

Calculation of High consequence area

Project time-line related to design and construction (approximate dates are acceptable)

Length of pipeline project: _____ KM Diameter of Pipe: NPS _____

Pipe Material and its Standard _____

Pipe wall thickness _____

Stress level on pipe wall based on the design pressure; S/SMYS _____

Maximum Operating Pressure: _____ kPa

TSSA Transmission or Distribution license number: _____

NPS 8 Pipe PE CSA B137.4 W.T. 16.23mm MIN
 NPS 6 Pipe PE CSA B137.4 W.T. 15.29mm MIN
 NPS 4 Pipe PE CSA B137.4 W.T. 10.38mm MIN
 NPS 2 Pipe PE CSA B137.4 W.T. 5.49mm MIN
 NPS 8 Pipe STEEL CSA Z245.1 W.T. 4.8mm
 NPS 6 Pipe STEEL CSA Z245.1 W.T. 4.8mm

For Office Use Only

A. APPLICANT

Company Name:		Corporation No.:	
Street Name / 911 Number/Address, if applicable:			
Unit/Suite:		PO Box:	
City/Town:	Province:	Postal Code:	
Telephone No.:	Fax No.:	Cell No.:	
Email:			
Print Name of Contact Person:			

B. LOCATION ADDRESS: Start and end location of the pipeline project (if applicable)

C. TECHNICAL CONTACT

Same as: ☐ A ☐ D

(Company should communicate regarding engineering and inspection approval on behalf of the owner.)

Company Name:			
Street Name / 911 Number/Address, if applicable:			
Unit/Suite:		PO Box:	
City/Town:	Province:	Postal Code:	
Telephone No.:	Fax No.:	Cell No.:	
Email:			
Print Name of Contact Person:			

Note: It is illegal to use an appliance, equipment, or work for its intended purpose unless it is approved.
 Please note that this approval may be revoked or suspended if the relevant review and inspection fees are not paid in full.



Technical Standards and Safety Authority
 345 Carlingview Drive
 Toronto, Ontario M9W 6N9
 Tel: 416.734.3300
 Fax: 416.734.3202
 Customer Service: 1.877.682.8772
 Email: licencingandregistration@tssa.org
 www.tssa.org

Application for Review of Pipeline Project

Technical Standards and Safety Act

Fuels Safety Regulations

Location Address:

D. INVOICEE

(Company responsible for fees invoiced for approval including engineering and inspection fees.)

Company Name

Street Name/911 Number/Address, if applicable

Unit/Suite:

PO Box:

City/Town:

Province:

Postal Code:

Telephone No:

Fax No:

Cell No:

Email:

Print Name of Contact Person:

Signature of Contact Person

Johnny Ton

FEES

(HST Registration No: 891131369)

Select	Service	Fee Type	Engineering	HST	Fee (Including HST)	Total Fees Due
	Engineering (up to 4 hours included)	Minimum*	\$ 513.00	\$ 66.69	\$ 579.69	
	Expedited Services**					
	Expedited Engineering Services (Additional charge to engineering review per site application)	Flat	\$ 513.00	\$ 66.69	\$ 579.69	
	Expedited Inspection Service (invoiced separately at 2 x standard rates)					

Total Fees Due				
----------------	--	--	--	--

1

If paying by credit card, value in Box 1 to be entered in TSSA Service Prepayment Portal

All required fees must be prepaid for application to be processed. Fees are non-refundable.
For payment options, see Payment Instructions

*All minimum fees include specified hours. Excess time above the specified included hours will be billed in 1/4 hour increments at the applicable hourly labour rate based on TSSA's posted fee schedule. All labour rates are per inspector or engineer.

Inspection services, if applicable, will be invoiced separately

**Expedited Services

Expedited service fees are non-refundable

Expedited services places your application in an expedited service line

Expedited inspection services (inspection & travel time included in the flat fee, plus any excess hours) will be billed at 2 x the standard inspection rate.

Legal Disclaimer - The owner agrees to indemnify and hold harmless the Technical Standards and Safety Authority, its employees, agents, successors and assigns from any and all damages, actions, suits, claims or loss arising from the granting of this variance. In the event of claims made against TSSA arising from the granting of this variance, the owner accepts, on demand, to defend such actions on behalf of TSSA and to assume any costs, legal or otherwise, for the defense or settlement of such claims. Failure to comply with any of the terms and conditions of the variance voids the variance.



Technical Standards and Safety Authority
345 Carlingview Drive
Toronto, Ontario M9W 6N9
Customer Service: 1.877.682.8772
Email: customerservices@tssa.org
www.tssa.org

PAYMENT INSTRUCTIONS

TSSA use only	L #	CH #
WO # _____		

If paying by cheque, bank draft, money order, this form must accompany all applications submitted to TSSA. A separate payment form is required for each application. Please refer to our fee schedule posted on our website www.tssa.org. HST Registration No: 891131369.

Payment Options:

Credit Card - Click link below

[TSSA Service Prepayment Portal](https://forms.tssa.org/Payments/Service-Prepayment-Portal)

<https://forms.tssa.org/Payments/Service-Prepayment-Portal>

Cheque, Bank Draft or Money Order (payable to Technical Standards and Safety Authority)

Name of Applicant/Organization:

Telephone No:

Email Address:

Cheque/Bank Draft/Money Order #: _____

Mail payment along with a copy of your application to:

Attention: Accounts Receivable
Technical Standards and Safety Authority
345 Carlingview Drive
Toronto, Ontario M9W 6N9

If a copy of the application is not submitted with your payment, this will delay the processing of the application.

Dishonored Payments: A \$35 administration fee will apply for each returned item

From: [Johnny Ton](#)
To: [Robin Yu](#)
Cc: [Mahnaz Karami](#); [Mark Cairns](#)
Subject: FW: Confirmation of Engineering Assignment WO - 8199643 TSSA:0000338014633
Date: Friday, February 10, 2023 12:25:03 PM
Attachments: [image001.jpg](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[SSE - 2480 Eglinton Ave. E \(Noded Header Relocation\).pdf](#)
[SSE - Kennedy - Lord Roberts Dr..pdf](#)
[SSE - Kennedy Station \(LS 2\).pdf](#)

Hi Robin,

Please see Enbridge's responses below in red. Please let us know if you require any more information.

1. Please describe the reason for undertaking this project. The Enbridge gas main relocation at Eglinton Ave East and Midland Ave for the SSE Kennedy Station project is being requested by Metrolinx to resolve a future conflict with the proposed Metrolinx Scarborough Subway Extension tunnel boring machine, extraction shaft structure, and road detour in Eglinton Ave East and Midland Ave.
2. Please describe the scope of this project. The scope of work for the SSE Kennedy Station project is broken down in two phases:
 - **Phase 1 – SSE – Kennedy Station – Lord Roberts Drive & 2480 Eglinton Ave. E (Header Relocation)**
 - Relocation of approx. 319m of NPS 4 PE IP gas main at Lord Roberts Drive and Midland Ave, as well as, relaying approx. 113m of proposed NPS 2 PE IP Header Service at 2480 Eglinton Ave East.
 - The proposed gas main is to be installed within the City of Toronto municipal right of way and a walkway privately owned by the City of Toronto
 - Tentative construction start date is September 2023.
 - **Phase 2 – SSE – Kennedy Station – Launch Shaft 2**
 - Relocation of approx. 292m of NPS 8 SC IP, 34m of NPS 8 SC HP, 17m of NPS 6 SC IP gas mains, as well as, relocating an existing District Station at Eglinton Ave East and Midland Ave.
 - The proposed gas mains are to be installed within the City of Toronto municipal right of way, and the district station to be relocated on a parcel of land on Metrolinx private property. The proposed district station and inlet and outlet pipes are to be located at 2500 Eglinton Ave East.
 - Tentative construction start date is May 2025.

3. Please confirm that this project will be designed and constructed in accordance to CSA Z662-19 (Oil and Gas Pipeline Systems). **Yes, the project will be design and constructed in accordance to CSA Z662-19 (Oil and Gas Pipeline Systems), as well as, in accordance to Enbridge's own standards and manuals.**
4. Please provide the design and piping specifications related to this project. **Please see attached latest drawings for the design and piping specifications related to this project.**
5. What is the length of the proposed pipeline installation? **Please see attached latest drawings as well as the response to Question #2.**
6. What is the pipe material and its standards? **Please refer to attached drawings.**
7. What are the pipe wall thicknesses? **Please refer to attached drawings.**
8. What is the maximum operating pressure of the pipeline systems related to this project?
 - **Intermediate Pressure, 55psi (379kPa)**
 - **High Pressure, 175psi (1207kPa)**
9. How many customers will be covered under this project for natural gas delivery? **The purpose of this relocation is to relocate the existing gas main to a different location in order to eliminate conflicts with Metrolinx's Subway Extension construction while still maintaining gas services to existing Enbridge Gas customers.**
For SSE - Lord Roberts Dr., there are 6 existing gas services which we will reconnect 4 services and relay 2 services for the existing customers. For SSE - 2480 Eglinton Ave. E (Noded Header Relocation), there are 11 gas service relays. There is no service relay or reconnect required for SSE - Kennedy Station (Launch Shaft 2) project.
10. When is the approximate date for the completion of this project and natural gas delivery to the customers?
 - **Phase 1: Approximate construction completion date: October 2023**
 - **Phase 2: Approximate construction completion date: July 2025**
11. What fuel are the affected customers using right now, propane, natural gas or other fuel? **Natural gas**
12. What fuel will the proposed pipeline systems carry? **Natural gas**
13. Appliance inspection and suitability of the appliances for natural gas delivery is very important. When will the appliance inspection report will be available to confirm that it has been inspected that the appliances are suitable for natural gas use? **Customer services and gas appliances are typically reviewed for compliance prior to relighting their service.**

14. Will excess flow valve be installed for the new customers as part of this project? For Lord Roberts Dr. and Header Relocation at 2480 Eglinton Ave. E, the service listing is to be created and at that time, EFVs will be determined for use as required.
15. Please provide the construction schedule of this project. As part of audit of this project, TSSA might select to witness pressure test of some lines.
- Phase 1:
 - Approximate construction start date: September 2023
 - Approximate construction completion date: October 2023
 - Phase 2:
 - Approximate construction start date: May 2025
 - Approximate construction completion date: July 2025

Regards,

Johnny Ton, P.Eng., PMP
Transit Sr. Project Manager
Capital Development and Delivery

ENBRIDGE
CELL: 416-708-7868
101 Honda Blvd, Markham, ON L6C 0M6
enbridge.com
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From: Robin Yu <ryu@tssa.org>

Sent: Monday, January 30, 2023 3:34 PM

To: Johnny Ton <JOHNNY.TON@enbridge.com>

Subject: [External] RE: Confirmation of Engineering Assignment WO - 8199643 TSSA:0000338014633

CAUTION! EXTERNAL SENDER

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Hi Johnny,

Yes, feel free to reference the drawing number in your responses.

Thanks,

Robin

From: Johnny Ton <JOHNNY.TON@enbridge.com>

Sent: January 30, 2023 3:23 PM

To: Robin Yu <ryu@tssa.org>

Subject: RE: Confirmation of Engineering Assignment WO - 8199643 TSSA:0000338014633

Hi Robin,

It seems like some of these questions can be answered by the drawing (for example, the pipe material and their referenced standards, wall thicknesses, the length of the pipeline installation, and the design). If we attach the drawing, can I just answer these questions by making reference to the drawing, instead of typing out all the materials, standards, etc?

Thanks,
Johnny

From: Robin Yu <ryu@tssa.org>

Sent: Monday, January 30, 2023 3:20 PM

To: Johnny Ton <JOHNNY.TON@enbridge.com>

Subject: [External] RE: Confirmation of Engineering Assignment WO - 8199643 TSSA:0000338014633

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Hi Johnny,

I reviewed the submitted document for this project. Please see below my questions.

1. Please describe the reason for undertaking this project.
2. Please describe the scope of this project.
3. Please confirm that this project will be designed and constructed in accordance to CSA Z662-19 (Oil and Gas Pipeline Systems).
4. Please provide the design and piping specifications related to this project.
5. What is the length of the proposed pipeline installation?
6. What is the pipe material and its standards?
7. What are the pipe wall thicknesses?
8. What is the maximum operating pressure of the pipeline systems related to this project?
9. How many customers will be covered under this project for natural gas delivery?

10. When is the approximate date for the completion of this project and natural gas delivery to the customers?
11. What fuel are the affected customers using right now, propane, natural gas or other fuel?
12. What fuel will the proposed pipeline systems carry?
13. Appliance inspection and suitability of the appliances for natural gas delivery is very important. When will the appliance inspection report will be available to confirm that it has been inspected that the appliances are suitable for natural gas use?
14. Will excess flow valve be installed for the new customers as part of this project?
15. Please provide the construction schedule of this project. As part of audit of this project, TSSA might select to witness pressure test of some lines.

I will continue with this review upon receipt of the above requested information.

If you have any question, please contact me.

Regards,



Robin Yu | Engineer, Fuels

Engineering

345 Carlingview Drive

Toronto, Ontario M9W 6N9

Tel: +1 416-734-3402 | Cell: +1 647-203-7214 | E-Mail: ryu@tssa.org

www.tssa.org



Winner of 2022 5-Star Safety Cultures Award

From: Robin Yu

Sent: December 13, 2022 10:58 AM

To: Johnny Ton <JOHNNY.TON@enbridge.com>

Subject: RE: Confirmation of Engineering Assignment WO - 8199643 TSSA:0000338014633

Hi Johnny,

I'm Robin Yu and I'm an Engineer in the Fuels Safety group at TSSA.

I apologize for the late response.

TSSA is very short staffed now and I'm temporarily covering Kourosh's portfolio, on top of a very full plate.

I would like to set up a MS Teams meeting with you to help understand this project.

I'm available during the following times:

December 15 – Any Time After 4:00 pm

December 16 – Any Time After 2:30 pm

December 19 – Any Time After 9:30 am

December 20 - Any Time After 2:00 pm

December 21 - Any Time After 9:30 am

December 22 - Any Time After 9:30 am

December 23 - Any Time After 9:30 am

Regards,



Robin Yu | Engineer, Fuels

Engineering

345 Carlingview Drive

Toronto, Ontario M9W 6N9

Tel: +1 416-734-3402 | Cell: +1 647-203-7214 | E-Mail: ryu@tssa.org

www.tssa.org



Winner of 2022 5-Star Safety Cultures Award

From: Johnny Ton <JOHNNY.TON@enbridge.com>

Sent: December 2, 2022 9:08 AM

To: Robin Yu <ryu@tssa.org>

Subject: FW: Confirmation of Engineering Assignment WO - 8199643 TSSA:0000338014633

[CAUTION]: This email originated outside the organisation.

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Hi Robin,

Hope you are doing well!

I submitted a request to the TSSA to review an Enbridge Gas relocation drawing in early November, and I have yet to hear back from the reviewing engineer. However, upon realizing that Kourosh Manouchehri no longer works at TSSA and now works at EGI, I am wondering if there is someone else at the TSSA who will be completing the review on Kourosh's behalf.

Kourosh mentioned you would be the best person to speak to?

Thanks,

Johnny Ton, P.Eng., PMP
Transit Sr. Project Manager
Capital Development and Delivery

ENBRIDGE
CELL: 416-708-7868
101 Honda Blvd, Markham, ON L6C 0M6

enbridge.com

Safety. Integrity. Respect. Inclusion.

From: Kourosh Manouchehri <kourosh.manouchehri@enbridge.com>

Sent: Friday, December 2, 2022 6:12 AM

To: Johnny Ton <JOHNNY.TON@enbridge.com>

Subject: RE: Confirmation of Engineering Assignment WO - 8199643 TSSA:0000338014633

Hi Johnny,

I am doing well and thank you for the welcome note.

I would suggest to contact customer service to ask for the status. As they might assign your application to an engineer who is available. Most probably it will be assigned to Mr. Robin Yu, ryu@tssa.org.

I hope this helps.

Regards,

Kourosh

From: Johnny Ton <JOHNNY.TON@enbridge.com>
Sent: Thursday, December 1, 2022 4:43 PM
To: Kourosh Manouchehri <kourosh.manouchehri@enbridge.com>
Subject: FW: Confirmation of Engineering Assignment WO - 8199643 TSSA:0000338014633

Hi Kourosh,

Hope you are doing well! And congrats on joining your new role here at Enbridge!

I recognized your name from when you were working at the TSSA to review the drawing I submitted for one of my projects, and realized that you are now working for EGI. I'm wondering if you happen to know any contacts from TSSA that I can reach out to who will be taking over for you to complete this review?

Looking forward to hearing from you!

Thanks,

Johnny Ton, P.Eng., PMP
Transit Sr. Project Manager
Capital Development and Delivery

ENBRIDGE
CELL: 416-708-7868
101 Honda Blvd, Markham, ON L6C 0M6
enbridge.com
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From: Johnny Ton <JOHNNY.TON@enbridge.com>
Sent: Wednesday, November 30, 2022 3:28 PM
To: Kourosh Manouchehri <KManouchehri@tssa.org>
Cc: prdfsnotifications <prdfsnotifications@tssa.org>
Subject: FW: Confirmation of Engineering Assignment WO - 8199643 TSSA:0000338014633

Hi there,

Is it possible to receive an update on this review?

Thanks,
Johnny

From: prdfsnotifications <prdfsnotifications@tssa.org>

Sent: Wednesday, November 2, 2022 10:31 AM

To: Johnny Ton <JOHNNY.TON@enbridge.com>; Accounts Payable EGD

<Accounts.Payable.EGDI@enbridge.com>; Kourosh Manouchehri <KManouchehri@tssa.org>

Subject: [External] Confirmation of Engineering Assignment WO - 8199643 TSSA:0000338014633

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DO NOT click links or open attachments unless you are 100% sure that the email is safe.

d morning/afternoon:

We have processed your application and your work order has been assigned to a Fuels Safety Engineer for review.

Please see the attached letter for the assigned engineer's contact information.

Regards,

Technical Standards and Safety Authority

This electronic message and any attached documents are intended only for the named recipients.

This communication from the Technical Standards and Safety Authority may contain information that is privileged, confidential or otherwise protected from disclosure and it must not be disclosed, copied, forwarded or distributed without authorization. If you have received this message in error, please notify the sender immediately and delete the original message.

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ENBRIDGE GAS INC.

Answer to Interrogatory from
OEB Staff ("STAFF")

INTERROGATORY

Reference:

Exhibit F, Tab 1, Schedule 1, pages 4,5

Preamble:

Enbridge Gas stated that a Cultural Heritage Screening was completed and will be submitted to the Ministry of Citizenship and Multiculturalism (MCM) prior to construction. Enbridge Gas also stated that a Stage 1 Archaeological Assessment (AA) was completed and will be submitted to the MCM for review prior to construction.

Question:

- a) Please advise whether the Cultural Heritage Screening and the Stage 1 AA have been reviewed by MCM. If not, please indicate when Enbridge Gas expects to receive these approvals.

Response

- a) The Cultural Heritage Screening Report, along with the Cultural Heritage Assessment Report, can be found in Appendix B of the Environmental Report ("ER").¹ The Stage 1 AA can be found in Appendix A of the ER.²

These reports were reviewed by the MCM during the Ontario Pipeline Coordinating Committee ("OPCC") review of the ER and no concerns were raised. Enbridge Gas plans to submit these reports to the MCM for technical review in spring 2023 and expects that they will be accepted prior to the commencement of Project construction.

¹ Exhibit F, Tab 1, Schedule 1, Attachment 1

² Ibid

ENBRIDGE GAS INC.

Answer to Interrogatory from
OEB Staff ("STAFF")

INTERROGATORY

Reference:

Exhibit G, Tab 1, Schedule 1, page 1 and Attachment 3

Preamble:

Enbridge Gas stated that temporary working areas may be required along the route where the road allowance is too narrow or confined to facilitate construction. Enbridge Gas will also require permanent easements for the proposed project construction. In Attachment 3, Enbridge Gas provided the list of directly and indirectly impacted landowners from whom a permanent or temporary land right is needed.

Question:

- a) Please update Attachment 3 to include the dimensions (in metres) and approximate area (in hectares and acres) of the permanent and temporary land rights required for construction of the proposed project.
- b) Please provide an update on the status of land negotiations where permanent and temporary easements are required. Please include any concerns raised by landowners and Enbridge Gas's responses.
- c) Please discuss any expected delays with respect to obtaining the required land rights for the proposed project and the impact to the construction start and in-service dates.

Response

- a) There are no temporary land rights required for the construction of the proposed Project. Permanent easements, including dimensions and approximate areas are listed in Attachment 1 to this response and are as follows (note that dimensions for certain permanent easement parcels are irregular):

- PIN# 06348-0442
 - Perimeter (m) = $9.373 + 34.760 + 38.368 + 7.0 + 35.384 + 6.352 + 34.695 = 165.93$
 - Area (m²) = 644.02
 - PIN# 06348-0444
 - Perimeter (m) = $49.497 + 7.0 + 10.405 + 38.93 + 7.0 = 112.83$
 - Area (m²) = 345.12
 - PIN# 06353-0195
 - Perimeter (m) = $7.3 + 10.7 + 7.3 + 10.7 = 36$
 - Area (m²) = 78.11
- b) Enbridge Gas is currently negotiating permanent easements with Metrolinx and the City of Toronto and expects to have all required land rights established in advance of Project construction. Please see Attachment 2 to this response for a letter from the City of Toronto confirming the same, dated February 16, 2023.
- Enbridge Gas will notify the OEB of any subsequent adjustments to permanent easements that result from ongoing negotiations, including those identified in the response to part a), as promptly as possible.
- c) If the City of Toronto does not provide the permanent easement(s) to Enbridge Gas, then the Company may not be able to proceed with the proposed Phase 1 of Project construction as planned. As a result, the Project Application may need to be placed into abeyance, and/or construction start and in-service dates may need to be pushed back respectively by whatever length of time is required to re-design the Project (unknown at this time). As noted in part b), the Company currently expects to have all required land rights in place in advance of planned Project construction.

Directly Affected (D) Indirectly Affected (I)	PIN	First Name	Last Name	Company Name	Address Line 1	Address Line 2	City	Province	Postal Code	Property Description	Mortgage, Lien/Lease/Encumbrances	Address Line 1	Address Line 2	City	Province	Postal Code	Easement Perimeter (metre)	Easement Area (metre ²)
I	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]		TORONTO	ON	M1K 3W2	PARCEL 135-1, SECTION M680 LT 135 PLAN M680 S/T LT592772 SCARBOROUGH, CITY OF TORONTO								
I	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]		TORONTO	ON	M1K 3W2	PARCEL 95-1, SECTION M680 LT 95 PLAN M680 S/T LT592772 SCARBOROUGH, CITY OF TORONTO								
I	06348-0460			THE CORPORATION OF THE CITY OF SCARBOROUGH	CITY HALL	100 QUEEN ST. W.	TORONTO	ON	M5H 2N2	PARCEL 7295, SECTION SCAR RUTLEDGE AV PLAN M680 SCARBOROUGH, CITY OF TORONTO								
I	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]		TORONTO	ON	M1K 3X4	PARCEL 94-1, SECTION M680 LT 94 PLAN M680 S/T LT592772 SCARBOROUGH, CITY OF TORONTO								
I	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]		TORONTO	ON	M1K 3W3	PARCEL 93-1, SECTION M680 LT 93 PLAN M680 S/T LT592772 SCARBOROUGH, CITY OF TORONTO	SCOTIA MORTGAGE CORPORATION	258 Main Street		Newmarket	ON	L3Y 3Z5		
I	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]		TORONTO	ON	M1K 3W3	PARCEL 92-1, SECTION M680 LT 92 PLAN M680 S/T LT592772 SCARBOROUGH, CITY OF TORONTO	CANADIAN IMPERIAL BANK OF COMMERCE	P.O.Box 115, Commerce Court Postal Station		Toronto	ON	M5L 1E5		
I	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]		TORONTO	ON	M1K 3W1	PARCEL 8621, SECTION SCAR LT 8 PLAN M680 S/T LT592772 SCARBOROUGH, CITY OF TORONTO								
I	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]		TORONTO	ON	M1K 3W1	PARCEL 8621, SECTION SCAR LT 8 PLAN M680 S/T LT592772 SCARBOROUGH, CITY OF TORONTO								
I	[REDACTED]	[REDACTED]			[REDACTED]		TORONTO	ON	M1K 3W1	PARCEL 9200, SECTION SCAR LT 9 PLAN M680 S/T LT592772 SCARBOROUGH, CITY OF TORONTO	COMPUTERSHARE TRUST COMPANY OF CANADA c/o MCAP FINANCIAL	PO BOX 351 STN C		KITCHENER	ON	N2G 3Y9		
I	N/A		THIS IS A CONDOMINIUM BUILDING	Unable to access individual condo unit information.	2472 EGLINGTON AVE E		TORONTO	ON	M1K 5J9	Legal Descriptions Not Available, other than BLOCK 11936								
I	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]		TORONTO	ON	M1K 3W1	PARCEL 8618, SECTION SCAR LT 7 PLAN M680 S/T LT592772 SCARBOROUGH, CITY OF TORONTO	THE BANK OF NOVA SCOTIA	10 WRIGHT BLVD		Stratford	ON	N5A 7X9		
I	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]		TORONTO	ON	M1K 3W1	PARCEL 9870, SECTION SCAR LT 6 PLAN M680 S/T LT592772 SCARBOROUGH, CITY OF TORONTO	THE TORONTO-DOMINION BANK	2428 Eglinton Ave E		Scarborough	ON	M1K 2P7		
I	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]		TORONTO	ON	M1K 3W1	PARCEL 9870, SECTION SCAR LT 6 PLAN M680 S/T LT592772 SCARBOROUGH, CITY OF TORONTO	THE TORONTO-DOMINION BANK	2428 Eglinton Ave E		Scarborough	ON	M1K 2P7		
I	06353-0203		Party To: VINDAN INC.	METROLINX	20 Bay Street	18th Floor	TORONTO	ON	M5J 2N8	PART LOT 26 CONCESSION D, DESIGNATED AS PART 1 ON EXPROPRIATION PLAN AT5647467; SCARBOROUGH CITY OF TORONTO								
I	[REDACTED]		[REDACTED]	METROLINX	20 Bay Street	18th Floor	TORONTO	ON	M5J 2N8	PART OF LOT 26 CONCESSION D, DESIGNATED AS PART 1 ON EXPROPRIATION PLAN AT5647415; SCARBOROUGH CITY OF TORONTO								
I	06353-0201		Party To: 605985 ONTARIO LTD.	METROLINX	20 Bay Street	18th Floor	TORONTO	ON	M5J 2N8	PART LOT 26 CONCESSION D, DESIGNATED AS PART 1 ON EXPROPRIATION PLAN AT5647454; SCARBOROUGH CITY OF TORONTO								
I	06353-0200			METROLINX	20 Bay Street	18th Floor	TORONTO	ON	M5J 2N8	PART LOT 26 CONCESSION D, DESIGNATED AS PART 1 ON EXPROPRIATION PLAN AT5647751; AS IN SC562573; SCARBOROUGH CITY OF TORONTO								
I	[REDACTED]		[REDACTED]	METROLINX	20 Bay Street	18th Floor	TORONTO	ON	M5J 2N8	PART LOT 26 CONCESSION D, DESIGNATED AS PART 1 ON EXPROPRIATION PLAN AT5647442; SCARBOROUGH								
I	[REDACTED]		[REDACTED]	METROLINX	20 Bay Street	18th Floor	TORONTO	ON	M5J 2N8	PART LOT 26 CONCESSION D, DESIGNATED AS PART 1 ON EXPROPRIATION PLAN AT5647423 CITY OF TORONTO								
I	06353-0197		Party To: 1987960 ONTARIO INC.	METROLINX	20 Bay Street	18th Floor	TORONTO	ON	M5J 2N8	PART LOT 26 CONCESSION D, DESIGNATED AS PART 1 ON EXPROPRIATION PLAN AT5647717; SCARBOROUGH CITY OF TORONTO								
I	06353-0196		Party To: MHS INVESTMENTS LIMITED	METROLINX	20 Bay Street	18th Floor	TORONTO	ON	M5J 2N8	PART LOT 26 CONCESSION D, DESIGNATED AS PART 1 ON EXPROPRIATION PLAN AT5647596 UNORGANIZED TERRITORIES								
I	06353-0195			METROLINX	20 Bay Street	18th Floor	TORONTO	ON	M5J 2N8	PART LOT 26 CONCESSION D, DESIGNATED AS PART 1 ON EXPROPRIATION PLAN AT5647477 CITY OF TORONTO								

I	06493-0209			GLEN PARK CO- OPERATIVE HOMES INC.	2495 EGLINTON AVE E		SCARBOROUGH	ON	M1K 5L7	PT LT 6, PL 1697, AS IN CA322274, T/W SC421884; SCARBOROUGH, CITY OF TORONTO	SCOTIA MORTGAGE CORPORATION, COMMERCIAL MORTGAGE BUSINESS CENTRE, TRANSIT 66522	4715 Tahoe Blvd		Mississauga	ON	L4W 0B4		
I	06493-0210			514616 ONTARIO LIMITED	2499 EGLINTON AVE E		SCARBOROUGH	ON	M1K 2R1	PT LTS 6 & 7, PL 1697, AS IN TB51781, S/T & T/W SC376285 & SC376286; SCARBOROUGH, CITY OF TORONTO	City of Toronto							
I	06493-0214			2592296 ONTARIO INC.	814 MIDLAND AVE		TORONTO	ON	M1K 4E7	PT LT 7, PL 1697, AS IN TB135935; SCARBOROUGH, CITY OF TORONTO	THE BANK OF NOVA SCOTIA, HEALTH CARE PROFESSIONAL BANKING	40 King Street West 1st Mezzanine North		Toronto	ON	M5H 1H1		
I	██████			F.A. LYN PROPERTIES INC.	815 MIDLAND AVE		TORONTO	ON	M1K 4E8	LT 96 PL 2029 SCARBOROUGH; LT 97 PL 2029 SCARBOROUGH; PT LT 98 PL 2029 SCARBOROUGH; PT LT 99 PL 2029 SCARBOROUGH AS IN TB879844; TORONTO, CITY OF TORONTO	████████████████████ ████████████████████	████████████████████		Markham	ON	L3S 3T6		
I	06425-0028			THE SANKANAI FURNITURE MARKET INC.	2563 EGLINTON AVE E		SCARBOROUGH	ON	M1K 2R7	LT 225 PL 2029 SCARBOROUGH; LT 226 PL 2029 SCARBOROUGH; LT 227 PL 2029 SCARBOROUGH; LT 228 PL 2029 SCARBOROUGH; PT LT 224 PL 2029 SCARBOROUGH AS IN CA443940; TORONTO, CITY OF TORONTO	THE TORONTO-DOMINION BANK	305 Milner Avenue, Suite 702		Scarborough	ON	M1B 3V4		
I	06425-0458		Party To: THE CORPORATION OF THE TOWNSHIP OF SCARBOROUGH	CITY OF TORONTO	CITY HALL	100 QUEEN ST. W.	TORONTO	ON	M5H 2N2	FIRSTLY: RDAL BTN LOTS 26 & 27 CON C SCARBOROUGH; PT LT 98 PL 2029 SCARBOROUGH; PT LT 99 PL 2029 SCARBOROUGH AS IN SC196305; PT WID PL 2029 SCARBOROUGH ABUTTING MIDLAND AV; PT LT 7 PL 1697 SCARBOROUGH AS IN SC190072, SC212213, SC310087, SC422469 & TB635845; PT LT 8 PL 1697 SCARBOROUGH AS IN TB635845 (SCHEDULE C & E) & SC187239; PT LT 9 PL 1697 SCARBOROUGH AS IN SC174123; PT LT 10 PL 1697 SCARBOROUGH AS IN SC171657; PT LT 11 PL 1697 SCARBOROUGH AS IN SC172569 & SC282267; 10 FT WID PL 5841 SCARBOROUGH; PT LT 13 PL 1697 SCARBOROUGH; PT LT 14 PL 1697 SCARBOROUGH; PT LANE BLK F PL 1093 SCARBOROUGH AS IN SC301259 & SC281958; PT LT 1 BLK F PL 1093 SCARBOROUGH AS IN SC300443; PT LT 31 BLK U PL 1093 SCARBOROUGH; PT LT 30 BLK U PL 1093 SCARBOROUGH AS IN TB368687; PT LT 29 BLK U PL 1093 SCARBOROUGH; PT LT 28 BLK U PL 1093 SCARBOROUGH; PT LT 27 BLK U PL 1093 SCARBOROUGH AS IN SC294730 (FIRSTLY); PT LT 26 BLK U PL 1093 SCARBOROUGH; PT LT 25 BLK U PL 1093 SCARBOROUGH; PT LT 24 BLK U PL 1093 SCARBOROUGH; PT LT 23 BLK U PL 1093 SCARBOROUGH; PT LT 22 BLK U PL 1093 SCARBOROUGH; PT LT 21 BLK U PL 1093 SCARBOROUGH; PT LT 20 BLK U PL 1093 SCARBOROUGH AS IN SC413109 (SECONDLY) & TB422435; PT LT 18 BLK U PL 1093 SCARBOROUGH; PT LT 17 BLK U PL 1093 SCARBOROUGH; PT LT 14 BLK U PL 1093 SCARBOROUGH; PT LT 13 BLK U PL 1093 SCARBOROUGH; PT LT 27 CON C SCARBOROUGH AS IN TB422435; PT LT 15 BLK U PL 1093 SCARBOROUGH; PT LT 16 BLK U PL 1093 SCARBOROUGH AS IN SC286527; PT LT 19 BLK U PL 1093 SCARBOROUGH AS IN SC413109 (FIRSTLY); BEING MIDLAND AV BTN EGLINTON AV E & DANFORTH RD; TORONTO, CITY OF TORONTO								

I	06348-0473			KEALSON LIMITED	2480 EGLINTON AVE E		TORONTO	ON	M1K 2R4	CONSOLIDATION OF VARIOUS PROPERTIES FIRSTLY: PART BLK A, PLAN M680, PARTS 1, 2, 3, 8 & 9 PLAN 66R480; T/W THE RIGHT TO USE, IN COMMON WITH ALL OTHERS ENTITLED THERETO, THE STORM SEWERS PRESENTLY CROSSING THE SAID PARTS 4, 5, 6 & 7 FROM TWO POINTS IN THE WLY LIMIT OF THE SAID LANDS, THE CENTRE LINES OF THE SAID STORM SEWERS BEING RESPECTIVELY LINES ABCD & EFCD AS SHOWN ON 66R480; T/W THE RIGHT TO RECEIVE ELECTRICAL POWER FROM SCARBOROUGH TOWNSHIP HYDRO ELECTRIC COMMISSION, OR ITS SUCCESSORS, BY MEANS OF AN EXISTING POLE LINE LEADING WLY FROM MIDLAND AV, THE CENTRE LINE THEREOF BEING LINE GH AS SHOWN ON PLAN 66R480, AND THENCE WLY TO A POINT IN THE WLY LIMIT OF SAID PART 6 SECONDLY: PART BLK A, PLAN M680, PARTS 4, 5, 6 & 7 PLAN 66R480; S/T THE RIGHT TO USE, AS APPURTENANT TO THE SAID PARTS 1, 2, 3, 8 & 9 IN COMMON WITH OTHERS ENTITLED THERETO, THE STORM SEWERS PRESENTLY CROSSING THE SAID PARTS 4, 5, 6 & 7 FROM TWO POINTS IN THE WLY LIMIT OF SAID LANDS, THE CENTRE LINES OF THE SAID STORM SEWERS BEING RESPECTIVELY LINES ABCD & EFCD AS SHOWN ON 66R480; S/T THE RIGHT TO RECEIVE AS APPURTENANT TO THE SAID PT 2, ELECTRICAL POWER FROM SCARBOROUGH TOWNSHIP HYDRO ELECTRIC COMMISSION, OR ITS SUCCESSORS, BY MEANS OF AN EXISTING POLE LINE LEADING WLY FROM MIDLAND AV, THE CENTRE LINE THEREOF BEING LINE GH AS SHOWN ON 66R480, AND THENCE WLY TO A POINT IN THE WLY LIMIT OF THE SAID PART 6; SCARBOROUGH, CITY OF TORONTO SUBJECT TO AN EASEMENT IN GROSS OVER PART 1 AND 2 PLAN 66R-31866 AS IN AT5804783								
I	06353-0194			ALBION BUILDING CONSULTANT INC.	3028 Danforth Avenue	Suite 211	Toronto	ON	M4C 1N2	PARCEL 26-7, SECTION S-4 PT LT 26 CON D, PT 2 66R11924 EXCEPT PT 1 66R13535 SCARBOROUGH, CITY OF TORONTO	CONCRETE CAPITAL GROUP GP INC.	250 Ferrand Drive	Suite 403	Toronto	ON	M3C 3G8		
I	06353-0194			ALBION BUILDING CONSULTANT INC.	3028 Danforth Avenue	Suite 211	Toronto	ON	M4C 1N2	PARCEL 26-7, SECTION S-4 PT LT 26 CON D, PT 2 66R11924 EXCEPT PT 1 66R13535 SCARBOROUGH, CITY OF TORONTO	MAJOR C.C. INVESTMENTS INC.	272 Lawrence Avenue West	3rd floor	Toronto	ON	M5M 4M2		
D	06348-0442		Party To: THE CORPORATION OF THE TOWNSHIP OF SCARBOROUGH	City of Toronto	55 John Street	26th Floor	Toronto	ON	M5V 3C6	PARCEL B-2, SECTION M680 PTS OF BLKS B & F PLAN M680, PT 2 66R15412; S/T EASE OR ROW OVER PT 2 66R15412 AS IN C543101 SCARBOROUGH , CITY OF TORONTO							9,373 + 34,760 + 38,368 + 7.0 + 35.384 + 6.352 + 34.695 = 165.93 m	644.02 m ²
D	06348-0444		Party To: THE CORPORATION OF THE TOWNSHIP OF	City of Toronto	55 John Street	26th Floor	Toronto	ON	M5V 3C6	PT LT 27 CON D, PT 3 64R12024; "DESCRIPTION IN TB579909 MAY NOT BE ACCEPTABLE IN FUTURE" SCARBOROUGH , CITY OF TORONTO							49,497 + 7.0 + 10.405 + 38.93 + 7.0 = 112.83m	345.12 m ²
D	6353-0195			METROLINX	20 Bay Street	18th Floor	TORONTO	ON	M5J 2N8	PART LOT 26 CONCESSION D, DESIGNATED AS PART 1 ON EXPROPRIATION PLAN AT5647477 CITY OF TORONTO							7.3 + 10.7 + 7.3 + 10.7 = 36m	78.11 m ²



Vinette Prescott-Brown
Acting Director

Transaction Services
Corporate Real Estate Management Division

Metro Hall
55 John Street
2nd Floor
Toronto, Ontario M5V 3C6

Tel: 416-338-2998
Vinette.Prescott-Brown@toronto.ca
www.toronto.ca

To Whom It May Concern:

Re: Scarborough Subway Extension - Kennedy - Leave to Construct (LTC) application
Proposed City of Toronto Easement – PIN 06348-0442 and PIN 06348-0444

The City of Toronto recognizes that Enbridge is required to relocate a portion of the gas main that is in conflict with Scarborough Subway Extension project (the "Project") by Metrolinx.

This letter is to acknowledge that Enbridge has engaged with the City of Toronto to begin negotiations for easements that will be required on PIN 06348-0442 and PIN 06348-0444, being Parts 2 and 3 on Reference Plan 66R-12024 to facilitate the Project.

Notwithstanding that the City of Toronto supports the Project, this letter expressly state that the City's support shall not be deemed to support or endorse the easement nor to fetter City Council's discretion in any way including City Council's discretion to accept or reject any of the proposed terms of the easement.

City staff will work collaboratively with Enbridge with respect to the easement request. If both parties agree to the terms of the easement, subject to the City's relevant approval authority, the parties will enter into an easement agreement in a form satisfactory to the City and potentially similar to the form of agreement filed by Enbridge in its application.

Sincerely,

A handwritten signature in blue ink, appearing to read "He F B", written over a faint, stylized blue outline of the City of Toronto logo.

Vinette Prescott-Brown
Acting Director
Transaction Services
Corporate Real Estate Management Division
City of Toronto



ENBRIDGE GAS INC.

Answer to Interrogatory from
OEB Staff ("STAFF")

INTERROGATORY

Reference:

Exhibit G, Tab 1, Schedule 1, page 2 and ER, Table 2, page 5

Preamble:

Enbridge Gas identified the potential permits/approvals that may be required for the proposed project at the reference above and in the ER.

Enbridge Gas also stated that other authorizations, notifications, permits and/or approvals may be required in addition to the ones listed.

Question:

- a) Please advise whether Enbridge Gas has identified any other permits/approvals required for the proposed project other than those listed in the application. If so, please provide a description of the required permit/approval.
- b) Please provide an update on the status of each permit/approval required for the construction of the project including when Enbridge Gas expects to receive the required permit/approval.

Response

- a) There are no other permits/approvals required for the proposed Project other than those listed in the Application.
- b) The permanent easement agreements with the City of Toronto and with Metrolinx are currently being negotiated. Enbridge Gas expects to receive these agreements before commencing Project construction (please also see the response at Exhibit I.STAFF.10).

The City of Toronto Cut Permit and Road Occupancy Permit have not yet been applied for; Enbridge Gas expects to apply for these two permits for Phase 1

immediately after receiving OEB approval of the current Application. For Phase 2, Enbridge Gas expects to apply for these two permits at least 1 month prior to construction commencement as such permits expire within 6 months of receipt. Enbridge Gas requires these permits to be issued prior to construction commencement for each respective phase of the Project.

ENBRIDGE GAS INC.

Answer to Interrogatory from
OEB Staff ("STAFF")

INTERROGATORY

Reference:

Exhibit G, Tab 1, Schedule 1, page 3

Preamble:

Enbridge Gas has provided forms of agreement for temporary working area and permanent easement that it intends to provide to affected landowners. Enbridge Gas states that these agreements are the same as those approved for use in Enbridge Gas's NPS 20 Waterfront Relocation Project.

OEB staff observes that the forms of agreement for temporary and permanent easements that Enbridge Gas has submitted for leave to construct applications in the past has varied between applications.¹

Question:

- a) Please explain what Enbridge Gas means by the use of the term "standard" when it states, "standard form of Working Area Agreement" and the "standard form of Easement Agreement" as referenced in the application?
- b) Please explain why the forms of agreement submitted by Enbridge Gas for this application are considered appropriate.

Response

- a) The term "standard" refers to our template form of agreement that is used as the starting point for negotiations.

¹ EB-2022-0086 Enbridge Gas Dawn to Corunna Replacement Project and EB-2021-0205 Enbridge Gas Greenstone Pipeline Project

- b) The forms of agreements submitted by Enbridge Gas for this application are considered appropriate because they have been previously approved by the OEB for similar projects such as the NPS 20 Waterfront Toronto Relocation project, as described in Exhibit G, Tab 1, Schedule 1, pp. 2-3, para 9.

ENBRIDGE GAS INC.

Answer to Interrogatory from
OEB Staff ("STAFF")

INTERROGATORY

Reference:

Exhibit H, Tab 1, Schedule 1, page 1, Attachments 7 and 8

Preamble:

The Ministry of Energy (MoE) identified ten Indigenous communities that Enbridge Gas should consult in relation to the Project:

- Alderville First Nation
- Beausoleil First Nation
- Chippewas of Georgina Island First Nation
- Chippewas of Rama First Nation
- Curve Lake First Nation
- Hiawatha First Nation
- Mississaugas of Scugog Island
- Mississaugas of the Credit First Nation
- Kawartha Nishnawbe
- Huron Wendat Nation

In Attachment 8, Enbridge Gas filed a summary of the Indigenous consultation activities up to October 17, 2022.

Enbridge Gas stated that it has provided its Indigenous Consultation Report for review by the MoE. The MoE will determine whether consultation undertaken by Enbridge Gas is satisfactory by providing a Letter of Opinion to Enbridge Gas.

Question:

- a) Please provide the supporting documentation, i.e., the email correspondence referred to in Attachment 8.
- b) Please provide an update on Indigenous consultation activities set out in Attachments 7 and 8, summarizing any issues and concerns raised and how

these are being addressed. Please include any supporting documentation, i.e., email correspondence that is referenced.

- c) Has Enbridge Gas received confirmation from Curve Lake First Nation (CLFN) on whether the responses provided address the concerns raised regarding the Stage 1 AA Report?
- d) Please provide a summary of Enbridge Gas's response to CLFN's comments on the ER and whether CLFN has confirmed that Enbridge Gas's response addresses the issues raised. Alternatively, please summarize any further consultation/engagement that Enbridge Gas has had with CLFN regarding its comments on the ER and describe any steps/actions that Enbridge Gas is taking to address these comments.
- e) Please update the evidence with any correspondence between the MoE and Enbridge Gas since the application was filed, regarding MoE's review of Enbridge Gas's consultation activities.
- f) Please indicate when Enbridge Gas expects to receive a Letter of Opinion from the MoE.
- g) Please comment on any issues arising from the proposed project that could adversely impact constitutionally protected Aboriginal or treaty rights. Have any Indigenous communities identified any Aboriginal or treaty rights that could be adversely impacted by the project? If any potential adverse impacts have been identified, please comment on what Enbridge Gas is doing to address these issues.

Response

- a) Please see Attachment 1 to this response for the email correspondence referred to in Exhibit H, Tab 1, Schedule 1, Attachment 8. All other substantive email correspondence referred to in Exhibit H, Tab 1, Schedule 1 was provided with the Application.
- b) An update to Exhibit H, Tab 1, Schedule 1, Attachment 7 is provided in Attachment 2 to this response as an update to the Indigenous Consultation Record ("ICR") Summary Table, as of March 7, 2023. An update to Exhibit H, Tab 1, Schedule 1, Attachment 8 is provided as Attachment 3 to this response as a supplement to the ICR covering October 18, 2022 to March 7, 2023, along with supporting documentation.

- c) Enbridge Gas and CLFN have corresponded about CLFN's comments on the Stage 1 AA Report. CLFN indicated it could see Enbridge Gas took into account CLFN's comments and that Enbridge Gas made changes to the Stage 1 AA Report based on these comments. CLFN indicated it is satisfied with Enbridge Gas' responses and the changes Enbridge Gas made to the Stage 1 AA Report.
- d) Enbridge Gas's response to CLFN's comments on the Environmental Report ("ER") are provided at line-item attachment 3.28 within the Supplement to the ICR included as Attachment 3 to this response. Enbridge Gas and CLFN representatives met on March 7, 2023, to discuss these responses and CLFN confirmed at that meeting that it is satisfied with Enbridge Gas' responses as shown line-item attachment 3.38 within the Supplement to the ICR included as Attachment 3 to this response.
- e) Enbridge Gas' only correspondence with the MoE regarding the Letter of Opinion was to request an update on when the MoE expected to issue the Letter of Opinion. Please see Attachment 4 to this response for a copy of that email.
- f) The MoE confirmed the Letter of Opinion is pending and Enbridge Gas expects to receive the Letter of Opinion before the OEB's Decision and Order and commencement of Project construction but does not have an update on the date by which the Letter of Opinion is expected.
- g) CLFN provided Enbridge Gas with comments on the ER for the Project that referred to potential impacts to Aboriginal and treaty rights. Enbridge Gas provided a response to each comment. This is provided at line-item attachment 3.28 within the Supplement to the ICR included as Attachment 3 to this response. Enbridge Gas and CLFN representatives met on March 7, 2023 to discuss these responses and CLFN confirmed at that meeting that it is satisfied with Enbridge Gas' responses.

Comments on the ER were also provided by Mississaugas of Scugog Island First Nation ("MSIFN"). Enbridge Gas provided a response to the comments and advised that they would continue to provide Project information to MSIFN. This was provided in line-item attachment 9.18 within Exhibit H, Tab 1, Schedule 1. Enbridge Gas is not aware of any outstanding concerns.



Attention: Chief Kris Nahrhang
Kawartha Nishnawbe
257 Big Cedar Lake Road
Big Cedar, ON
K0L 2H0

April 21st, 2022

RE: Enbridge Gas Inc.
Proposed Natural Gas Pipeline Relocation
Scarborough Subway Extension – Kennedy Station Relocation Project
City of Toronto, Ontario
Notice of Study Commencement and Virtual Information Session

Dear Chief Nahrhang,

Enbridge Gas Inc. (Enbridge) has retained Dillon Consulting Limited (Dillon) to begin an environmental assessment study for the reconfiguration of the natural gas supply in the vicinity of the Eglinton Avenue East and Midland Avenue intersection to accommodate the construction of the Metrolinx Scarborough Subway Extension Transit Project. The project lies within the administrative district of Scarborough in the City of Toronto, Ontario. As the Study Area is located in a highly developed area of the City with limited routing options, Enbridge has identified a preliminary preferred route of 800 meters along Eglinton Avenue East, Midland Ave, and Lord Roberts Drive. A map showing the preliminary pipeline relocation route is included in the attached Notice of Study Commencement.

The study is being conducted in accordance with the Ontario Energy Board (OEB) *Environmental Guidelines for the Location, Construction, and Operation of Hydrocarbon Pipelines and Facilities in Ontario, 7th Edition*. Once the study is complete, Enbridge will apply to the OEB for approval to construct the new pipeline. If approved, construction may begin in summer 2023.

In order to undertake a successful consultation program, Indigenous engagement will play a key role in the Project. As noted in the attached Notice of Commencement, Enbridge is hosting a Virtual Information Session at www.KennedyStationProject.com from Wednesday, May 4 to Tuesday, May 17, 2022.

As part of the initial phase of the study, we are collecting information on socio-economic, natural environment, and archaeological features in the Study Area. Examples of data being collected include information on other construction projects



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Dillon Consulting
Limited

Page 2
April 21st, 2022



and developments along the preliminary preferred route and opportunities for coordination with other developers, traffic, bus routes, community facilities, utilities (e.g., water, sewage, telecommunications), as well as vegetation and wildlife, and potential archaeological resources.

Enbridge is committed to meaningful engagement with Indigenous communities and the satisfaction of the Duty to Consult. Enbridge looks forward to engaging with your community to ensure your community's interests are being represented. Your community is invited to provide comments regarding the proposed Project. Specifically, Enbridge is seeking information about any potential impacts that the Project may have on constitutionally-protected Aboriginal or treaty rights and any measures for mitigating those adverse impacts.

We would like to notify the community on the proposed Project. We are interested in the community's feedback, including whether the project may have adverse impacts on your Aboriginal or Treaty rights and how the impacts could be avoided, minimized, or mitigated.

On behalf of the Project team, thank you in advance for your consideration regarding the initial phases of the Project. Please do not hesitate to contact me with any questions you may have.

Sincerely,

Melanie Green
Senior Advisor in Community and Indigenous Engagement
Enbridge Gas Inc.
Cell: (613) 297-4365
Melanie.Green@enbridge.com

Enclosures Notice of Study Commencement and Virtual Information Session

INDIGENOUS CONSULTATION REPORT: SUMMARY TABLES

As of March 7, 2023

Alderville 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>
Was the community responsive/did you have direct contact with the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Enbridge Gas and AFN representatives have exchanged emails regarding the Project.
Did the community members or representatives have any questions or concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	As of March 7, 2023, AFN has not raised any questions or concerns regarding the Project.
Does the community have any outstanding concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	As of March 7, 2023, the AFN has not identified any outstanding concerns regarding the Project. Enbridge Gas will continue to engage with the community in relation to the Project.
Beausoleil First Nation – Christian Island (BFN)		
Was project information provided to the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>Enbridge Gas has provided BFN 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>
Was the community responsive/did you have direct contact with the community?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Enbridge Gas has sent emails regarding the Project but has not received a response.
Did the community members or representatives have any questions or concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	As of March 7, 2023, BFN has not raised any questions or concerns regarding the Project.
Does the community have any outstanding concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	As of March 7, 2023, BFN has not identified any outstanding concerns regarding the Project. Enbridge Gas will continue to engage with the community in relation to the Project.

Curve Lake First Nation (CLFN)		
Was project information provided to the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>Enbridge Gas has provided CLFN 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>
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 a CLFN representative have exchanged multiple emails regarding the Project.</p>
Did the community members or representatives have any questions or concerns?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>CLFN provided a letter dated June 15, 2022 inquiring about the potential Project impacts to drinking water, fish and wild game, Aboriginal heritage and cultural values, endangered species, and lands. CLFN inquired about the process in the event undocumented burial or archaeological resources were discovered, and general Project mitigation measures.</p> <p>On August 23, 2022, CLFN provided comments on the Stage 1 AA report.</p> <p>On August 25, 2022, CLFN provided comments on the ER report.</p>
Does the community have any outstanding concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<p>Enbridge Gas responded to the concerns raised in CLFN's June 15 letter about the Project and its comments on the Stage 1 AA report. As of March 7, 2023 CLFN confirmed that the responses provided to the AA report were good and appreciated the changes made. Enbridge Gas recently responded to CLFN's comments on the ER report and met with CLFN on March 7, 2023 to discuss Enbridge Gas' responses and CLFN confirmed Enbridge Gas' responses were acceptable. Enbridge Gas will continue to engage with CLFN to address any remaining concerns in relation to the Project.</p>
Chippewas of Georgina Island First Nation (CGIFN)		
Was project information provided to the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>Enbridge Gas has provided CGIFN 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>
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 CGIFN representatives have exchanged emails regarding 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 March 7, 2023, CGIFN 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	As of March 7, 2023, the CGIFN has not identified any outstanding concerns regarding the Project. Enbridge Gas will continue to engage with the community in relation to the Project.
Chippewas of Rama First Nation (CRFN)		
Was project information provided to the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>Enbridge Gas has provided CRFN 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>
Was the community responsive/did you have direct contact with the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Enbridge Gas and CRFN representatives have exchanged emails regarding the Project.
Did the community members or representatives have any questions or concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	As of March 7, 2023, CRFN has not raised any questions or concerns regarding the Project.
Does the community have any outstanding concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	As of March 7, 2023, the CRFN has not identified any outstanding concerns regarding the Project. Enbridge Gas will continue to engage with the community in relation to the Project.
Hiawatha First Nation (HFN)		
Was project information provided to the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>Enbridge Gas has provided HFN 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>
Was the community responsive/did you have direct contact with the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Enbridge Gas and HFN representatives have exchanged emails regarding the Project.
Did the community members or representatives have any questions or concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	As of March 7, 2023, HFN has not raised any questions or concerns regarding the Project.
Does the community have any outstanding concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	As of March 7, 2023, the HFN has not identified any outstanding concerns regarding the Project. Enbridge Gas will continue to engage with the community in relation to the Project.
Huron-Wendat Nation (HWN)		

Was project information provided to the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>Enbridge Gas has provided HWN 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>
Was the community responsive/did you have direct contact with the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Enbridge Gas and HWN representatives have exchanged emails regarding the Project.
Did the community members or representatives have any questions or concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	HWN has not raised any questions or concerns regarding the Project. HWN and Enbridge Gas had general discussions regarding the Project and ongoing engagement. HWN has asked to have construction monitors onsite for disturbance of any previously undisturbed soil.
Does the community have any outstanding concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	As of March 7, 2023, HWN has not identified any outstanding concerns regarding the Project. Enbridge Gas will continue to engage with the community in relation to the Project and notify HWN if any previously undisturbed soil will be disturbed.
Kawartha Nishnawbe First Nation (KNFN)		
Was project information provided to the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>Enbridge Gas has provided KNFN 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>
Was the community responsive/did you have direct contact with the community?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Enbridge Gas has sent emails to KNFN regarding the Project but has not received any responses.
Did the community members or representatives have any questions or concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	As of March 7, 2023, KNFN has not raised any questions or concerns regarding the Project.
Does the community have any outstanding concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	As of March 7, 2023, the KNFN has not identified any outstanding concerns regarding the Project. Enbridge Gas will continue to engage with the community in relation to the Project.
Mississaugas of Scugog Island First Nation (MSIFN)		
Was project information provided to the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>Enbridge Gas has provided MSIFN 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.

		<ul style="list-style-type: none"> 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>
Was the community responsive/did you have direct contact with the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Enbridge Gas and MSIFN representatives have exchanged emails regarding the Project.
Did the community members or representatives have any questions or concerns?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>On May 12, 2022, an MSIFN representative provided comments on the Stage 1 AA Report for the Project. See Line Item 9.6 in Attachment 7 to this Exhibit.</p> <p>On September 2, 2022, MSIFN confirmed they reviewed the ER report noting that due to the Project being in a confined heavily urbanized area their comments were limited. However, MSIFN representatives requested updates and details regarding the project, to make any attempts to reduce greenhouse gas emission during the Projects, and that the wetland and reptile and amphibian related items in the Project area required careful consideration. Enbridge Gas provided these comments as Line Item 9.17 in Attachment 7 to the Application.</p>
Does the community have any outstanding concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	As of March 7, 2023, the MSIFN has not identified any outstanding concerns regarding the Project. Enbridge Gas will continue to engage with the community in relation to the Project.
Mississaugas of the Credit First Nation (MCFN)		
Was project information provided to the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<p>Enbridge Gas has provided MCFN 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>
Was the community responsive/did you have direct contact with the community?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Enbridge Gas and an MCFN representative have exchanged emails regarding the Project and met on May 12, 2022, to further discuss the Project.
Did the community members or representatives have any questions or concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	As of March 7, 2023, MCFN has not raised any questions or concerns regarding the Project.
Does the community have any outstanding concerns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	As of March 7, 2023, MCFN has not identified any outstanding concerns regarding the Project. Enbridge Gas will continue to engage with the community in relation to the Project.

Enbridge Gas Inc. Indigenous Engagement Log

Supplement Covering October 18, 2022 to March 7, 2023

Line Item	Date	Method	Summary of Enbridge Gas Inc. ("Enbridge Gas") Engagement Activity	Summary of Community's Engagement Activity	Issues or Concerns raised and how addressed by Enbridge Gas
Alderville First Nation (AFN)					
1.14	January 20, 2023	Email	<p>An Enbridge Gas representative emailed the AFN representative to advise them that Enbridge Gas filed an Application with the OEB for an order granting leave to construct ("LTC") to construct natural gas pipelines in the City of Toronto. Enbridge noted that the OEB issued the Notice of Hearing ("NoH") and the Letter of Direction for the proceeding and that the OEB has directed Enbridge Gas to serve a copy of the NoH, Enbridge Gas' Application and the evidence listed below on all Indigenous communities that have been consulted or with lands or interest in the lands directly affected by the proposed project.</p> <ul style="list-style-type: none"> • Exhibit B-1-1 – Project Need • Exhibit C-1-1 – Project Alternatives • Exhibit D-1-1 – Proposed Project • Exhibit E-1-1 – Project Cost & Economics • Exhibit F-1-1 – Environmental Matters • Exhibit G-1-1 – Land Matters • Exhibit H-1-1 – Indigenous Consultation • Exhibit I-1-1 – Conditions of Approval <p>Enbridge Gas provided a link to the evidence and directions on how to access the information. This correspondence is Service of the LTC, NoH and Letter of Direction.</p>		See attached line item 1.14.

Line Item	Date	Method	Summary of Enbridge Gas Inc. ("Enbridge Gas") Engagement Activity	Summary of Community's Engagement Activity	Issues or Concerns raised and how addressed by Enbridge Gas
1.15	January 23, 2023	Email		An AFN representative responded to the Enbridge Gas representative to advise that they were okay with the Project as long as the necessary excavations have been cleared and no further reports need to be completed.	No concerns raised. See attached line item 1.14.
Beausoleil First Nation (BFN)					
2.9	January 20, 2023	Email	An Enbridge Gas representative emailed the BFN representative to advise them with Service of the LTC, NoH and Letter of Direction.		
Curve Lake First Nation (CLFN)					
3.28	November 21, 2022	Email	The Enbridge Gas representative emailed the CLFN representative to provide responses to CLFN's comments on the ER. Enbridge noted where the comments resulted in changes to the ER.		Please see attached line item 3.28.
3.29	November 28, 2022	Email	An Enbridge Gas representative emailed the CLFN representative to provide a response column to address concerns on the Stage 1 AA for the Project. The Enbridge Gas representative asked if CLFN could confirm if the Enbridge Gas responses are accurate. The Enbridge Gas representative asked if they could set up a meeting with additional Enbridge Gas representatives to discuss the Nation's concerns and Enbridge Gas responses.		Please see attached line item 3.29.
3.30	December 1, 2022	Email		A CLFN representative emailed the Enbridge Gas representative to confirm receipt of the response to concerns and advised that they had no further comments for this report.	All concerns with the Stage 1 AA addressed. Please see attached line item 3.30.
3.31	December 2, 2022	Email	An Enbridge Gas representative emailed the CLFN representative to confirm receipt of the email.		
3.32	January 11, 2023	Email		A CLFN representative emailed Enbridge Gas to advise that they wanted	CLFN indicated they were open to a meeting to address Enbridge's

Line Item	Date	Method	Summary of Enbridge Gas Inc. ("Enbridge Gas") Engagement Activity	Summary of Community's Engagement Activity	Issues or Concerns raised and how addressed by Enbridge Gas
				to help move the process along and advised that the histories are complex and CLFN accepts that Enbridge has taken the recommendations into consideration regarding the comments and changes. The CLFN representative advised that they would like to have an in-person meeting if anything further requires clarification.	responses to CLFN's concerns with the ER. Enbridge Gas and CLFN scheduled a meeting for March 7, 2023.
3.33	January 11, 2023	Email	An Enbridge Gas representative emailed the CLFN representative to acknowledge the receipt of the email and agreed that they would also like to have a conversation regarding CLFN's concerns with the ER and Enbridge's responses.		
3.34	January 11, 2023	Email		A CLFN representative emailed the Enbridge Gas representative to provide them an available time to discuss the concerns with the ER and Enbridge's responses.	
3.35	January 16, 2023	Email	An Enbridge Gas representative emailed the CLFN representative to advise that they were unable to meet at that time and provided an alternative meeting time.		
3.36	January 20, 2023	Email	An Enbridge Gas representative emailed the CLFN representative with Service of the LTC, NoH and Letter of Direction.		
3.37	January 23, 2022	Phone Call	An Enbridge Gas representative called the CLFN representative to discuss CLFN's concerns with the ER and Enbridge's responses. The Enbridge Gas representative wanted to ensure that the table of concerns and responses was acceptable and could be finalized.	CLFN representative advised that the table was acceptable and the changes were up to CLFN's standards.	

Line Item	Date	Method	Summary of Enbridge Gas Inc. ("Enbridge Gas") Engagement Activity	Summary of Community's Engagement Activity	Issues or Concerns raised and how addressed by Enbridge Gas
3.38	March 7, 2023	Virtual Meeting/ email	An Enbridge Gas representative met virtually with the CLFN representative to discuss CLFN's concerns with the ER and Enbridge's responses. The Enbridge Gas representative wanted to ensure that the table of concerns and responses was acceptable and could be finalized.	CLFN representative advised that their responses were acceptable and there were no further concerns.	Concerns addressed. Please see attached line item 3.38.
Chippewas of Georgina Island First Nation (CGIFN)					
4.9	January 20, 2023	Email	An Enbridge Gas representative emailed the CGIFN representative with Service of the LTC, NoH and Letter of Direction.		
Chippewas of Rama First Nation (CRFN)					
5.9	January 20, 2023	Email	An Enbridge Gas representative emailed the CRFN representative with Service of the LTC, NoH and Letter of Direction.		
Hiawatha First Nation (HFN)					
6.13	January 20, 2022	Email	An Enbridge Gas representative emailed the HFN representative with Service of the LTC, NoH and Letter of Direction.		
Huron Wendat Nation (HWN)					
7.25	January 20, 2023	Email	An Enbridge Gas representative emailed the HWN representative with Service of the LTC, NoH and Letter of Direction.		
Kawartha Nishnawbe First Nation (KNFN)					
8.10	January 20, 2023	Email	An Enbridge Gas representative emailed the KNFN representative with Service of the LTC, NoH and Letter of Direction.		
Mississaugas of Scugog Island First Nation (MSIFN)					
9.20	January 20, 2023	Email	An Enbridge Gas representative emailed the MSIFN representative with Service of the LTC, NoH and Letter of Direction.		
Mississaugas of the Credit First Nation (MCFN)					
10.1	January 20, 2023	Email	An Enbridge Gas representative emailed the MCFN representative with		

Line Item	Date	Method	Summary of Enbridge Gas Inc. ("Enbridge Gas") Engagement Activity	Summary of Community's Engagement Activity	Issues or Concerns raised and how addressed by Enbridge Gas
			Service of the LTC, NoH and Letter of Direction.		

Line item attachment 1.14

CAUTION! EXTERNAL SENDER

Were you expecting this email? TAKE A CLOSER LOOK. Is the sender legitimate?
DO NOT click links or open attachments unless you are 100% sure that the email is safe.

I can't see what we would not agree with regarding the pipe laying project as long as all excavations are previously cleared with a stage 1 and if necessary a stage 2 and depending on the results of the previous studies then to move forward with the project.

Thank you

Dave Simpson
Alderville First Nation
consultation@alderville.ca
905 375-5480

From: Stephanie Allman <Stephanie.Allman@enbridge.com>
Sent: January 20, 2023 11:56 AM
To: Adam.LaForme@mndfn.ca; ckennedy@scugogfirstnation.com; consultation@scugogfirstnation.com; don@ibabraising.com; kbent@scugogfirstnation.com; msanford@scugogfirstnation.com; wbirch@ibabraising.com; Dave Simpson <consultation@alderville.ca>; council@chimnissing.ca; executiveassistant@chimnissing.ca; fnadmin@chimnissing.ca; msmith@chimnissing.ca; Dominic.Sainte-Marie@wendake.ca; Lori-Jeanne.Bolduc@wendake.ca; Marie-Sophie.Gendron@wendake.ca; Mario.GrosLouis@wendake.ca; francis@francischua.com; JordonM@curvelake.ca; JulieK@curvelake.ca; KaitlinH@curvelake.ca; donna.bigcanoe@georginaisland.com; jl.porte@georginaisland.com; sylvia.mccue@georginaisland.com; tcowie@hiawathafn.ca; consultation@ramafirstnation.ca; shardayj@ramafirstnation.ca; kawarthanishnawbecouncil@outlook.com
Subject: EB-2022 - 0247 - Enbridge Gas Inc. - Scarborough Subway Expansion – Kennedy Station Relocation Project - Notice of Hearing

All Indigenous communities that have been consulted or with lands or interest in the lands directly affected by the proposed project

On December 7, 2022, Enbridge Gas filed an Application with the OEB for an order granting leave to construct natural gas pipelines in the City of Toronto. The Project will involve the relocation of approximately 800 m of natural gas pipeline in the vicinity of Eglinton Avenue E, Midland Avenue, and Lord Roberts Drive.

On January 13, 2023, the OEB issued the Notice of Hearing and the Letter of Direction for the proceeding. The OEB has directed Enbridge Gas to serve a copy of the Notice of Hearing, Enbridge Gas' Application and the evidence listed below on all Indigenous communities that have been consulted or with lands or interest in the lands directly affected by the proposed project.

- Exhibit B-1-1 – Project Need

- Exhibit C-1-1 – Project Alternatives
- Exhibit D-1-1 – Proposed Project
- Exhibit E-1-1 – Project Cost & Economics
- Exhibit F-1-1 – Environmental Matters
- Exhibit G-1-1 – Land Matters
- Exhibit H-1-1 – Indigenous Consultation
- Exhibit I-1-1 – Conditions of Approval

Attached please find a copy of the OEB's Notice of Hearing along with Enbridge Gas's Application and the above noted evidence as filed with the OEB for Enbridge's Scarborough Subway Expansion – Kennedy Station Relocation Project. A complete paper copy of the evidence filed in this proceeding is available upon request. The evidence can be viewed on the Enbridge Gas website by accessing the link below and navigating to "Regulatory Information".

<https://www.enbridgegas.com/about-enbridge-gas/projects/kennedystationproject>

Please contact the undersigned if you have any questions.

Thank you,

Stephanie Allman

Regulatory Coordinator – Regulatory Affairs

ENBRIDGE GAS INC.

TEL: 416 753-7805 | FAX: 416 495-6072

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[enbridgegas.com](https://www.enbridgegas.com)

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Phone: 705.657.8045
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www.curvelakefirstnation.ca

June 15, 2022
VIA E-MAIL

Melanie Green C.E.T
Senior Advisor
400 Coventry Rd
Ottawa, Ontario K1K2C7
613.297.4365
Melanie.green@enbridge.com

RE: Scarborough Subway Extension – Kennedy Relocation Project

Dear Melanie Green,

I would like to acknowledge receipt of correspondence, which was received on April 8th, 2022, regarding the above noted project. As you may be aware, the area in which your project is proposed is situated within the Traditional Territory of Curve Lake First Nation. Our First Nation's Territory is incorporated within the Williams Treaties Territory and was the subject of a claim under Canada's Specific Claims Policy, which has now been settled. All 7 First Nations within the Williams Treaties have had their harvesting rights legally re-affirmed and recognized through this settlement.

Curve Lake First Nation is requiring a File Fee for this project in the amount of \$250.00 as outlined in our *Consultation and Accommodation Standards*. This Fee includes project updates as well as review of standard material and project overviews. Depending on the amount of documents to be reviewed by the Consultation Department, additional fees may apply. **Please make this payment to Curve Lake First Nation Consultation Department and please indicate the project name or number on the cheque.**

If you do not have a copy of *Curve Lake First Nation's Consultation and Accommodation Standards* they are available at <https://www.curvelakefirstnation.ca/services-departments/lands-rights-resources/consultation/>. Hard copies are available upon request.

Based on the information that you have provided us with respect to the Scarborough Subway Extension – Kennedy Relocation Project, Curve Lake First Nation may require a Special Consultation Framework for this project. Information on this Framework can be found on page 9 of our *Consultation and Accommodation Standards* document.

In order to assist us in providing you with timely input, it would be appreciated if you could provide a summary statement indicating how the project will address the following areas that are of concern to our First Nation within our Traditional and Treaty Territory: possible environmental impact to our

Line item attachment 3.28

Scarborough Subway Extension - Kennedy Station Relocation ("the Project") – ENB Responses to CLFN

Table 1: Enbridge Gas's (Enbridge) Responses to Curve Lake First Nation's (CLFN) Environmental Report Comments		
Item	CLFN Comment/Question/Statement/Action Item	Enbridge Gas' Response
Section 1. General Questions or Issues Raised within the Context of Reporting		
1.	If looking at meeting the requirements through a federal and provincial guideline and regulation perspective: then why are not the Treaty and Indigenous Rights examined during the jurisdiction scanning process of compliance?	Enbridge Gas acknowledges that engagement and consultation with Indigenous groups is ongoing. As such, Enbridge Gas seeks to gain a better understanding of any potentially affected Indigenous and Treaty rights within the Project footprint so they can be avoided or mitigated, as appropriate. Given this, please confirm if the CLFN requires anything further to identify any potential impacts on its Indigenous or Treaty rights and interests.
2.	The initial land acknowledgment within the report provided by Dillon should be updated for each report to be regionally specific. This project is located within the Gunshot Treaty and the land acknowledgment should reflect that. Proper acknowledgment of The Williams Treaty First Nations and the specific territory being worked on shows respect and mutual understanding of the land. Also note not all Indigenous people refer to North America as Turtle Island. To reiterate, ensure regional specificity for each project and refer to the land using local community worldviews.	<p>The Project is located on land that has been inhabited by and cared for by Indigenous peoples since time immemorial. We acknowledge the project is located on lands that are part of the Williams Treaties of 1923, the 2018 Williams Treaties Settlement Agreement, and on lands that are part of the Gunshot Treaty. These are also the traditional lands of the Michi Saagiig and Chippewa First Nations.</p> <p>We recognize and respect the historic connection to and harmonious stewardship by the Indigenous peoples over this shared land and, as such, we have a responsibility to preserve and care for the land, learn from the original inhabitants and move forward together in the spirit of healing, reconciliation and partnership.</p>
3.	When talking about rights affected peoples, First Nations and other Indigenous communities should supersede Municipal, Residential, and other special interests' groups. Their rightful placement	Enbridge Gas employees must all complete Cultural Awareness training. Enbridge Gas would be receptive to exploring opportunities to work alongside CLFN to co-develop relevant and specific cross-cultural awareness

Scarborough Subway Extension - Kennedy Station Relocation ("the Project") – ENB Responses to CLFN

	of the Indigenous community is ahead of Federal and Provincial levels of governments. This is justified from the treaty making process, without this process then all other levels of Settler governance would simply not exist. This further exemplifies the need of contractors working on behalf of proponents in CLFN territory to undergo mandatory Cross Cultural Awareness Training lead by the First Nations.	training that can be provided to employees and contractors working on the project. Additionally, contractors who do business with Enbridge Gas must comply with all applicable policies of EGI or its affiliate(s) including the Enbridge Inc. Statement on Business Conduct.
4.	In their reporting Dillon refers to Indigenous communities as either directly affected or indirectly affected communities. This should be changed to refer to communities as either Rights Holders or Interest Holders to avoid confusion. The Michi Saagiig have repeatedly stated that the Huron Wendat have no Rights to this territory. Dillon should understand that the Huron Wendat hold no rights to this territory and are to be contacted about archeological assessments only. The Huron Wendat are Interest Holders not Rights Holders within this territory.	Engagement with Indigenous groups included both Treaty Rights Holders (Williams Treaties of 1923, 2018 Williams Treaties Settlement Agreement, and Gunshot Treaty) and those who assert rights or interest in the vicinity of the Project including Kawartha Nishnawbe and Huron Wendat Nation).
Section 2. Indigenous Worldview and Cultural Representation		
5.	During the Identification of Project Study Area and Environmental Inventory within the Study Area, when discussing with relevant agencies and municipalities why was the signatories of the treaty (Williams Treaty First Nations) not included in the preliminary conversation regarding the existing conditions or examination of local features? If this features mapping was to assist Indigenous communities, why were they not included in the data sharing portion?	Enbridge Gas recognizes the need for and commits to ongoing engagement and consultation. As such, Enbridge Gas continues to be interested in understanding the conditions of the land from viewpoint of rights and interest holders, including Curve Lake First Nation. Enbridge Gas is interested in working with CLFN on how to better identify ways to include Indigenous groups, including CLFN, in project process and this would include preliminary conversations about identification of features and study areas for projects moving forward.

Scarborough Subway Extension - Kennedy Station Relocation ("the Project") – ENB Responses to CLFN

		Mapping was provided during project initiation for review and comment and Enbridge Gas will continue to provide these mapping features during initiation for your review.
6.	When reviewing the large number of provincial and federal agencies permitting approvals required for this proposed scope of work, Enbridge Gas and its consultants need to be made aware that each of these components have Duty to Consult and Consent phase to the permitting process with the local Indigenous community. Thus, it is in the best interest of Enbridge Gas to work with CLFN to establish a Community Environmental Action Plan to satisfy community interests, evaluate environmental constraints through Indigenous Rights perspective and satisfy a preliminary basis of Duty to Consult prior to meeting with the regulators and not delay the timeline of project initiation and completion.	Enbridge Gas follows the permitting process, guidelines and directives from the Crown (i.e. applicable government agencies) including the delegated procedural Duties to Consult and the engagement requirements. Moreover, Enbridge Gas will engage with CLFN regarding a particular permit, not only where CLFN is identified by the Crown as a community with whom to engage in relation to a project, but also where CLFN has expressed an interest in the permitting process to Enbridge Gas. To that end, Enbridge Gas seeks to better understand the nature and scope of CLFN's interest in the permitting process for this Project. Potential permits include: a Permit to Take Water (Ministry of Environment, Conservation and Parks [MECP]), an Endangered Species Act Permit (Parks Canada and MECP), a Review and Authorization under the Fisheries Act (Fisheries and Oceans Canada [DFO]), a Review and Authorization under the Navigation Protection Act (Transport Canada [TC]) and a Trent-Severn Waterway In-Water and Shoreline Work Permit under the authority of the Historic Canals Regulations pursuant to the Department of Transport Act (Parks Canada).
Section 3. Technical Accuracy with the Approach		
7.	<p>a) Further study is required, and protection awarded to the 8 species of conservation concern and the 11 species at risk identified to have potential within the study area regardless of the perceived rational of occurrence or optimal habitats.</p> <ul style="list-style-type: none"> • It is important for Western practitioners to know, "even though the probability of occurrence is low for a species at risk, further examination should be completed to rule out its occurrence or use of the site. By this western logic, all animals or living beings only occupy high quality, optimal 	<p>While there are several SAR/SCC with potential to occur in the broader Study Area, the area of impact contains manicured tree streetscapes, manicured lawns, garden planters, and manicured parkland that provide limited habitat to common, urban species and does not provide suitable habitat for the SAR/SCC identified in the background review. Therefore, no additional targeted surveys are recommended as these species will be protected during construction through avoidance measures.</p> <p>As a result of the potential for bat maternity trees, we have recommended that clearing of potential bat roosting trees is avoided between April 1 and September 30 to avoid potential impacts to these species.</p>

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	<p>habitats. Then why is this not observed in human populations? If this was the case, there would be no homeless population and we would all live in large upscale homes. "(Gary Pritchard lecture: Indigenous ways of Knowing.)</p> <p>By using a justification of probability, it allows Western science the ability to justify environmental degradation and destruction.</p>	
8.	<p>Create a comprehensive monitoring plan for pre and post construction conditions with Indigenous participation to avoid potential impacts to wildlife, like monarch butterflies and peregrine falcons, that have suitable nesting structures within the Study Area.</p>	<p>An Environmental Protection Plan (EPP) will be prepared to support field staff to adhere to regulatory requirements, Environmental Report commitments as well as mitigation measures and commitments determined through follow-up field work and the consultation program.</p> <p>Enbridge Gas also conducts monitoring at 3-months and 15-months post-construction and generates reports that are submitted to the Ontario Energy Board (OEB) as part of Enbridge Gas' compliance with Conditions of Approval for the Project. The scope of these reports is to document any remaining impacts from construction, any additional restoration required to restore these areas, and any exceptional items that came up during construction of the Project. The reports also document any concerns received during construction of the Project and how Enbridge Gas has addressed these concerns. Please note that the proposed Project is underground infrastructure, and it is Enbridge Gas' goal to complete surface reclamation to pre-existing conditions and monitoring will continue until the goal is achieved.</p> <p>Should CLFN have additional recommendations on monitoring, Enbridge Gas welcomes the opportunity to better understand CLFN's environmental priorities, suggestions, and approaches.</p>
9.	<p>Enbridge Gas and CLFN must develop an Environmental Monitoring Plan that suits the needs of CLFN to ensure cultural longevity during and post construction of this project. Some of the</p>	<p>Enbridge Gas is open to providing a draft plan (EPP) for CLFN to review prior to construction for review and comment. Enbridge Gas is also open to providing the opportunity for CLFN to complete a site visit should they wish.</p>

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	<p>items lacking from this environmental report should be included such as but not limited to:</p> <ul style="list-style-type: none"> • Indigenous Areas of Use, • Critical season use of all species, • Critical habitat of all species, and • Emphasis on Cultural Keystone Species 	<p>An EPP will be prepared to support field staff to adhere to regulatory requirements, ER commitments as well as mitigation measures and commitments determined through follow-up field work and the consultation program.</p> <p>Enbridge Gas also conducts monitoring at 3-months and 15-months post-construction and generates the respective reports which are submitted to the Ontario Energy Board (OEB) as part of Enbridge Gas' compliance with Conditions of Approval for the Project. The scope of these reports is to document any remaining impacts from construction, any additional restoration required to restore these areas, and any exceptional items that came up during construction of the Project. The reports also document any concerns received during construction of the Project and how Enbridge Gas has addressed these concerns. Please note that the proposed Project is underground infrastructure, and it is Enbridge Gas' goal to complete surface reclamation to pre-existing conditions and monitoring will continue until the goal is achieved.</p> <p>Should the community have additional recommendations on monitoring, Enbridge Gas welcomes the opportunity to better understand CLFN's environmental priorities, suggestions, and approaches.</p>
10.	<p>Enbridge Gas should be made aware that all the identified terrestrial species of conservation concern and species at risk have been observed within the study area right of way. A method to detect their presence may be required outside of site visitations. Methods like camera trapping, environmental DNA, and audio recordings should be used to decrease uncertainty and human error to confirm presence absence and collect larger data sets while reducing costs.</p>	<p>Field studies will be conducted in accordance with provincial guidelines and industry standards.</p> <p>Importantly, where there may be uncertainty in the results of the studies or the presence of a species at risk, a precautionary approach will be taken by assuming presence and implementing mitigation measures, as detailed in the EPP.</p> <p>Prior to construction, a Species at Risk awareness session will be provided to workers to ensure they understand the requirements regarding Species at Risk, including the required mitigation measures. CLFN will be invited to participate, if desired.</p>
Section 4. Outcomes and Recommendations		

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11.	<p>1) All sections of this report need to be addressed in good faith between Enbridge Gas and CLFN to address their (CLFN) level of environmental concern. Enbridge Gas not only needs to communicate this to CLFN but also in a subsequent document outlining a formal response to questions, recommendations or action items arising from this peer review.</p>	<p>Enbridge Gas is providing this document as its formal response to the comments, questions, statements, and the action items highlighted in CLFN's peer review. Enbridge Gas acknowledges that engagement and consultation is an ongoing process that must be meaningful. As such, we will continue to work to understand, respect and respond to CLFN's questions, concerns, and shared knowledge offerings as this Project progresses.</p>
12.	<p>2) Oral histories and environmental protection of culturally sensitive features such as wetlands should be included within the Environmental Assessment process to ensure that the obligations of Treaty or Inherent Rights to the land are understood and adhered to under Section 35 of the Canadian Constitution.</p> <p>If this is not occurring in practice, then this is another process of colonization by wiping the Indigenous presence from the landscape.</p>	<p>Enbridge Gas will include the Oral History of the Michi Saagiig in the final ER and any forthcoming archaeological assessment reports and regulatory submissions. Moreover, Enbridge Gas remains interested in working with CLFN to integrate any additional history, oral or otherwise, as well any culturally sensitive features.</p>
13.	<p>3) Since culturally sensitive features are protected in the Treaty's signed by the Michi Saagiig then appropriate environmental buffers should be negotiated with the Rights holders and the ones who grant harm or destruction to the Rights under Section 35 of the Canadian Constitution. This may extend beyond the industry standard.</p>	<p>Any archaeological reports prepared for the Project will be provided by Enbridge Gas to CLFN for review and comment prior to submission to the MHSTCI. Enbridge Gas will work with CLFN to understand and implement specific buffer requirements as required by the MHSTCI's Standards and Guidelines for Consultant Archaeologists and CLFN's Archaeological Protocol: Curve Lake First Nation, as appropriate.</p>

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14.	4) Site restoration design and revegetation inputs with CLFN using Indigenous Knowledge Systems.	<p>Enbridge Gas restores the ROW to pre-construction conditions or better and seed is selected based on landowner requirements or based on the native species in the area. If tree removal is deemed necessary, Enbridge Gas will work with the required permitting agency (KCA or COKL) and can discuss this with CLFN.</p> <p>Additionally, Enbridge Gas welcomes the opportunity to work with CLFN to understand and better incorporate Indigenous worldviews and/or knowledge systems into the relevant aspects, such as revegetation, of this Project.</p>
15.	5) Black ash protection and restoration if impacted.	<p>Enbridge Gas acknowledges this comment and currently, tree removal is not anticipated. However, if it is deemed required, tree inventories will be completed, and tree protection plans put in place.</p> <p>If tree removal is required, CLFN would be invited to participate in the tree inventories.</p>
16.	6) Understanding or minimizing the impacts to frog populations with emphasis on bullfrog and green frog populations since there are a traditional food source of the Michi Saagiig and are still used to this day.	<p>Enbridge Gas acknowledges the importance of frog populations to the Michi Saagiig. Mitigation and protective measures with regard to amphibians are noted in Table 5.1 in the "Wildlife, Wildlife Habitat and Species at Risk (Section 3.3.4)" row. Where practical, construction should be avoided in the vicinity of the areas that may provide habitat for amphibians during the amphibian breeding season (March 1 – June 30). Work is planned to be contained within the municipal ROW and therefore impacts are not anticipated to amphibian populations.</p>

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17.	<p>7) Environmental Monitoring: If construction activities are not effectively managed to limit soil exposure or contain runoff, the mobilization and transport of water-borne sediments may result in water quality degradation, destabilization of natural occurring fluvial processes and interference with wetland and aquatic habitats. While the land development industry has taken important steps towards improving its erosion and sediment control practices, deficiencies still exist. Reoccurring problems included the lack of proper follow-through on implementation approved ESC plans, inadequate inspection and maintenance of ESC measures, illicit pumping, and failure to report sediment spills. Rapid response is important to minimize adverse impacts particularly where sensitive species and their habitat are at risk. Sensitive systems include those that support or have the potential to support species at risk and cold-water specialists such as brook trout, reside dace, Atlantic salmon, sculpin, and other cold-water species.</p> <p>CLFN objective is to ensure that any construction activity within their territory are continuously and proactively monitored that prevents harmful impacts of deleterious substance (such as sediment and silts) from getting into local receiving streams.</p> <p>Site Inspections and Ecological Construction Monitoring is a critical component of any construction project. Most site inspections focus on sediment control and may not include</p>	<p>As mentioned above, Enbridge Gas follows the permitting process, guidelines and directives from Crown and relevant agencies including the delegated procedural Duty to Consult and the engagement requirements. Moreover, Enbridge Gas will engage with CLFN regarding a particular permit, not only where CLFN is identified by the Crown as a community with whom to engage or consult in relation to a project, but also where CLFN has expressed an interest in the permitting process to Enbridge Gas.</p> <p>Soil mitigation and protective measures include those outlined in the Enbridge Construction and Maintenance Manual (October 27, 2021) and those noted in Table 5.1 of the ER under the "Soil and Soil Capability" (Section 3.2.5) row.</p> <p>An Environmental Inspector will attend Project construction activities regularly to inspect environmental conditions including ESC measures, SAR habitat and aquatic habitat, including watercourses and wetlands.</p> <p>Given that this work is located in a highly disturbed urban area, Enbridge Gas believes that Indigenous monitoring may not be necessary in this area. However, we are happy to discuss further with CLFN.</p> <p>Enbridge Gas invites CLFN to complete site visits should they be interested to ensure Environmental Protection Plan is being followed. Conservation Authority permits will be obtained and will include ESC measures.</p> <p>The EPP will detail monitoring requirements, including for Erosion and Sediment Control (ESC) measures. As mentioned previously, Enbridge Gas is open to providing a draft plan (EPP) for CLFN for review and comment prior to construction and will address any comments in the final EPP, as needed..</p>
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	<p>assessing impacts on other significant features such as wetlands, fish habitat. Monitoring Stations need to be developed and assessed based on potential pathways by which the project can induce harm to the environment.</p> <p>A detailed site-specific monitoring plan will need to be generated by CLFN and the proponent and then submitted to the regulatory agencies as part of the proponent's compliance monitoring and Duty to Consult.</p> <p>Examples of monitoring activities included but not limited to the following:</p> <ul style="list-style-type: none"> • Contractor Education • Erosion and Sediment Control Measures • Long-term Natural Heritage Monitoring o Wetlands o Surface water o Woodlots o Nesting bird o Reptiles o Buffer placement o Groundwater o Stream health o Wildlife corridor and connectivity 	
18.	<p>8) CLFN has the right to add to this list of requirements at any time but should approach the proponent in the spirit of reconciliation.</p>	<p>Enbridge Gas agrees. Enbridge Gas is committed to ongoing engagement and consultation with CLFN and will continue to work to ensure the proposed Project respects and protects Indigenous and Treaty Rights.</p>

Line item attachment 3.29

Scarborough Subway Extension – Kennedy Station Relocation Project ("the Project") – Enbridge Gas Responses to Curve Lake First Nation

Table 1: Enbridge Gas Inc's (Enbridge Gas) Responses to Curve Lake First Nation comments on the Archeology Report		
Item	Curve Lake First Nation	Enbridge Gas responses
Territorial Acknowledgement Page		
Page vi	<p><i>"The activity area is located on the traditional lands of the Michi Saagiig Anishinaabe (conventionally referred to as the Williams Treaties First Nations communities), the Haudenosaunee (Hoden-no-show-nee), and the Huron-Wendat Nation, on lands connected with the Williams Treaties of 1923 and the Dish with One Spoon Covenant Wampum. This land continues to be home to diverse Indigenous peoples (e.g., First Nations, Métis and Inuit) whom we recognize as contemporary stewards of the land and vital contributors of our society."</i></p> <p><i>The Michi Saagiig Anishinaabe are not conventionally referred to as the Williams Treaties First Nations communities, because the Mississauga Nation also includes the Mississauga of the Credit First Nation as well as Mississauga 8 First Nation. The Michi Saagiig Anishinaabe comprise 6 communities, two of which are not part of the Williams Treaties First Nations.</i></p> <p><i>The project area is located on Williams Treaties territory – which are also the traditional lands of the Michi Saagiig and Chippewa First Nations. This area is part of the Gunshot Treaty, also known as the Johnson-Butler Purchases in 1787-88. The Gunshot Treaty is a treaty of the Chippewas of Beausoleil, Georgina Island, and Rama First Nations, and the Mississauga of Curve Lake, Hiawatha, and Scugog Island First Nations.</i></p> <p><i>While all 7 First Nations share harvesting rights over these territories, certain communities were signatories to certain treaties. For example, Alderville First Nation holds Treaty 27, and 27 ½. Furthermore, only specific treaties currently have finalized boundaries (20, 27, 27 ½). The precise boundaries of the remaining treaties are being determined during the implementation stages of the</i></p>	<p>The language has been changed and reference to 'conventionally referred to as the Williams Treaties...' has been removed.</p>

	<p><i>Williams Treaties Settlement Agreement as necessary – a process that is underway. As part of the Mississauga Nation, as well as being located within the boundaries of the Gunshot Treaty, Alderville First Nation is included as part of all the Williams Treaties First Nations contexts. The situation is complex and multi-layered, and part of the continued divisive nature of colonial constructs and the application of Western understandings of land boundaries - and the idea of reserve communities - onto Indigenous concepts of nationhood and sovereignty.</i></p>	
Page vi:	<p>"...and the Huron-Wendat Nation"</p> <p>The area of Huronia is west of Lake Simcoe. The areas north of Lake Ontario should not be labelled as 'traditional Huron Wendat territory' in light of the new C-14 dating and the recalibration (2018) – which now challenges long held dogma about settlement sequences that were once thought to be Huron-Wendat sites. These new dates offer new insights including interpretations that these sites could be in fact Haudenosaunee – as the Huron-Wendat Confederacy was in full swing (in Huronia) at the SAME time that these villages in regions north of Lake Ontario were occupied (these villagers could not be 'ancestral' to the Huron-Wendat if they were contemporary with the Confederacy). Please see Sturt W. Manning's articles since 2018. He points out that "Our results suggest the need to reconsider current understandings of contact-era dynamics across northeastern North America."</p> <p>Archaeologists should be up to date on the most recent archaeological theories and start addressing these new data in their interpretations. The following abstract from Sturt Manning, et. al. 2018, points to some pertinent and applicable data for current Ontario archaeological practice and interpretations:</p> <p><i>A time frame for late Iroquoian prehistory is firmly established on the basis of the presence/absence of European trade goods and other archeological indicators. However, independent dating evidence is lacking. We use 86 radiocarbon measurements to test and (re)define</i></p>	<p>We appreciate the comments. There are conflicting opinions related to the Huron Wendat Territory. As we understand it, the Huron-Wendat continue to assert a traditional interest in this area. As there are conflicting perspectives on this issue, we will retain the statement regarding Huron-Wendat interest in the text at this time.</p>

	<p><i>existing chronological understanding. Warminster, often associated with Cahiaugué visited by S. de Champlain in 1615–1616 CE, yields a compatible radiocarbon-based age. However, a well-known late prehistoric site sequence in southern Ontario, Draper-Spang-Mantle, usually dated ~1450–1550, yields much later radiocarbon-based dates of ~1530–1615. The revised time frame dramatically rewrites 16th-century contact-era history in this region. Key processes of violent conflict, community coalescence, and the introduction of European goods all happened much later and more rapidly than previously assumed. Our results suggest the need to reconsider current understandings of contact-era dynamics across northeastern North America.</i></p>	
Page vi	<p>“...on lands connected with the Williams Treaties of 1923” These lands are not ‘connected’ with the Williams Treaties of 1923, but rather they ARE lands that were part of that treaty process. Moreover, the 2018 Williams Treaties Settlement Agreement should be the one referenced here as it is the most recent and most relevant.</p>	<p>The phrase “on lands connected with the Williams Treaties of 1923” has been changed to “on lands that are part of the Williams Treaties of 1923 and 2018 Williams Treaties Settlement Agreement”</p>
Page vi	<p>“This land continues to be home to diverse Indigenous peoples (e.g., First Nations, Métis and Inuit) whom we recognize as contemporary stewards of the land and vital contributors of our society.” The above statement concludes the territorial acknowledgement. What territory is the project taking place on? The peoples upon whose territory the project lies, are the peoples that are the stewards of the lands and waters. Certainly, the Inuit would not profess to be stewards of these lands in southern Ontario. While the inclusionary nature of this statement is always welcome, it seems to be used here as a “blanket statement” in order to placate offense. There does not seem to be a need to include the example in parentheses “(e.g., First Nations, Metis and Inuit).”</p>	<p>We have removed the reference to First Nations, Metis and Inuit. The reference to Inuit was included to acknowledge that there are urban Inuit populations in Toronto who continue to assert a general connection to the local landscape.</p>
Page vi	<p>“... whom we recognize as contemporary stewards of the land and vital contributors of our society.”</p>	<p>The language has been changed from ‘recognize’ to ‘acknowledge’.</p>

	How we use language to express information is important. "We recognize" implies the bestowing of recognition. It must be stated that the true sentiment of this statement is inherently understood, however, it can come across as condescending especially as it appears above. The term 'acknowledge' or 'understand' have better connotations than 'we recognize'.	
Page vi	<p>"...vital contributors of our society."</p> <p>Our society? Whose society? Why not simply 'society'? The use of the term 'our' is possessive, and in the context above with the previous phrase using the word 'we', it is clear that 'our' society means mainstream westernized society. This may come across as connoting "being an outsider," as contributors to an "other" society. This perpetrates otherness and division – and again of being 'bestowed' recognition of contributing. Also, even the use of 'contributors' has undertones of condescension. Indigenous peoples have done more than simply 'contribute' to 'our' society. Statements like these diminish the integrity and meaning of Treaty and the history leading up to and after the process of treaty making. Indigenous peoples did not 'contribute', but rather shared their knowledges and the lands and waters with the newcomers through treated agreements with the Crown – which were not honoured. It is inherent that every culture around the globe would be vital contributors to society in general. How it is portrayed above may send a different message than what is intended.</p>	Language has been changed from '...our society.' To 'society'.
1.1.2 Purpose and Legislative Context		
Page 2	The First Nations' legislative context should be listed here as well. There exist many guidance documents from First Nations governments with respect to archaeological contexts as well as general consultation and accommodation standards and guidelines. Many First Nations also hold their own Archaeological Protocol Document, and/or Archaeological Standards and Guidelines. These should be referenced in this section. The exclusion of First Nations' own legislative contexts in archaeology is an obvious omission and it	We acknowledge there are several First Nations' legislative contexts in this area; however, this section describes legislation and regulations that Enbridge Gas is required to follow, rather than all legislation that exists in the area.

	does not coincide with the intent of truth and reconciliation. This "contribution" is not "recognized."	
2.1 Research Methods and Sources		
Page 3	<p>"For this Project, the following activities were carried out to satisfy or exceed the above requirements."</p> <p>This list should include Indigenous community engagement as well. Many First Nations expect to be engaged at Stage 1 of an archaeological assessment – so that we may have the opportunity to share knowledge regarding burial sites, ceremonial spaces, petroglyphs, etc. prior to shovels being put in the ground.</p>	Indigenous engagement for this project was completed outside of the archaeological assessment itself. The engagement was completed by Enbridge as part of the EA and the information learned through that process was passed along to TMHC for incorporation into the report. As such, it would not be accurate to include such a statement at this time.
2.3.1.1 Paleo Period		
Page 8	<p>"The first human populations to inhabit the Toronto region arrived between 12,000 and 10,000 years ago, coincident with the end of the last period of glaciation."</p> <p>This is misleading – Michi Saagiig teachings about the Ice Age speak to the advance and retreat of the ice and the subsequent movement of peoples to the south and then back north again. This demonstrates that our ancestors were already here when the ice came, and quite likely experienced the advance and retreat of several glaciations.</p> <p>What should be highlighted is that the physical evidence suggests that people were here 12,000 an 10,000 years ago. Not that they had "arrived" here. The inclusion of Indigenous peoples' knowledges and narratives about Indigenous histories is lacking. A more well rounded and balanced approach is needed when making general statements about the antiquity of peoples on Turtle Island/Big Turtle. Including our knowledges and our interpretations in the telling of our own histories has been left out of this narrative. This phenomenon serves to erase our presence and our peoples and knowledges from these lands. As inadvertent as it may seem to the most ethical of archaeologists, this kind of system erasure, and continual omission of Indigenous knowledge systems as valid and integral sources of information perpetuates the consistent assault upon Indigenous</p>	Archaeological evidence indicates that the first human populations to inhabit the Toronto region between 12,000 and 10,000 years ago, coincident with the end of the last period of glaciation; however, it should be noted that the oral traditions from several Indigenous communities speak to a longer and more complex habitation on the landscape at this time. Climate and environmental conditions were significantly different than they are today. Termed Paleoindians by archaeologists, Indigenous peoples would have crossed the landscape in small groups (i.e., bands or family units) searching for food, particularly migratory game species. In this area, caribou may have provided the staple of the Paleo period diet, supplemented by wild plants, small game, birds and fish.

	sovereignty and nationhood. Our histories should be included in the telling of the story of the "peopling of Ontario."	
Page 8	<p>".....local environs would not have been welcoming to anything but short-term settlement."</p> <p>According to whom? The longevity and sustained habitation of the Inuit and Cree in northern climates begs to differ. Statements like these demonstrate the narrow lens of application in western paradigms – and may come across as exclusionary.</p>	See the above comment for the edited paragraph.
2.3.1.4 Late Woodland Period		
Page 9	There is an overabundant focus on everything "Iroquoian" in this section. The Anishinaabeg seem to disappear completely in Late Woodland times, according to these narratives. Where did they go? The Michi Saagiig Anishinaabeg were actually still here, in south-central Ontario – and were continuing lifeways originating in Archaic times: I.E., wild rice harvesting, nut harvesting, emphasis on fishing at river mouths, following a seasonal round, canoe-building, etc.	Acknowledged. Language has been updated to remove the Iroquoian bias.
Page 9	<p>"Iroquoian villages incorporated a number of longhouses, multi-family dwellings that contained several families related through the female line."</p> <p>What about Anishinaabeg villages? Certainly, they existed. Anishinaabeg villages are never mentioned, never highlighted, never acknowledged. The exclusionary nature of the Ontario archaeological narrative is in need of a balanced change.</p>	Acknowledged. Language has been updated to remove the Iroquoian bias.
Page 9	<p>"Precontact Iroquoian sites may be identified by a predominance of well-made pottery decorated with various simple and geometric motifs, triangular projectile points, clay pipes and ground stone artifacts."</p> <p>The Anishinaabeg peoples made and possessed pottery too. The predominance of pottery on sites seems to automatically receive an Iroquoian designation. Even isolated campsites that contain pottery are labelled as "Iroquoian" sites. This bias continues in Ontario archaeology, whereby all campsites with pottery must be</p>	Acknowledged. Language has been updated to remove the Iroquoian bias.

	Iroquoian in nature. By contrast, if anything, the isolated campsites are evidence of the Anishinaabeg people trading and travelling across the lands and waters – as ‘Iroquoians’ tended to live in large villages with longhouses.	
Page 9	<p>“Sites post-dating European contact are recognized through the appearance of various items of European manufacture.” This is not entirely so – Sturt Manning et. al. 2018 challenges this perspective. In fact, the absence of European trade items DOES not indicate pre-contact sites. This interpretation is a European bias and the new calibrated C-14 dating throws this kind of theory out the window. This should be reflected in the narrative – it needs updating.</p>	We agree that this is a more complicated process; however, within conventional archaeological interpretation that is primarily based on the material culture, the presence/absence of European made objects are the primary way to determine the terminus post quem for a site. We agree it is the only way that this can be determined.
Page 9	<p>“Large Iroquoian village sites, many presumably Huron-Wendat, are known along the upper and middle areas of the Humber and Don rivers, which clearly demonstrates the Iroquoian use of the central waterfront area of Toronto prior to European contact.”</p> <p>This presumption has been challenged (Manning et. Al. 2018) and the sites that have previously been characterized as ‘Huron-Wendat’ may in fact be Haudenosaunee. There exist not only an Iroquoian bias in general within the Ontario archaeological narrative, but also a Huron-Wendat bias – now based on erroneous dogma. This should also be updated.</p>	Acknowledged. Language has been adjusted to remove the assumption that these villages are Huron-Wendat.
Page 9	<p>“By 1650, many Wendat had fled their 17th century homeland due to the onset of epidemic disease and increasing raids by Five Nations Iroquois groups who had established an increasing presence along Lake Ontario.”</p> <p>How can southern Ontario be considered a ‘homeland’ to the Huron-Wendat, when they arrived from somewhere else? Archaeological evidence clearly demonstrates that corn growing people entered Ontario at some point in the past – from elsewhere. The archaeological record shows this transition in Ontario.</p> <p>Of note: Deep into antiquity, on their migration east, from the Great Saltwater, the Anishinaabeg travelled through and settled in Quebec (Montreal area) for</p>	The language has been changed to not refer to the area as the ‘homeland’.

	<p>several hundred years before arriving at "where the food grows on the water." The Anishinaabeg do not refer to those lands in Quebec as "homelands" simply because they lived there for a few hundred years. Words matter. They exude context. Ontario was not a homeland for the Huron-Wendat, but rather a "new land" in which they were 'allowed' (through political wampum agreements) to live and engage in their corn-growing-economy. When they were driven out of Ontario, they went back to Quebec City and some went south into the United States – presumable where they came from originally (their homelands).</p>	
Page 9	<p>"At the same time, Algonquian-speaking populations were utilizing the watershed for hunting and trapping." This is all the mention that the Anishinaabeg peoples receive in Ontario archaeological narratives. And we are all lumped into a huge language family called: "the Algonquian speaking populations." The Algonquian language family is huge and encompasses dozens of First Nations communities. Statements like these that apply a blanket framework upon non-Iroquoian speaking peoples in Ontario's past serves to diminish the presence of many unique and diverse First Nations – including the Michi Saagiig Anishinaabeg – our people were here before, during, and after the corn growers came and went.</p>	Section added that provides more details about the Algonquian land use.
Page 9	<p>"By the 17th century, the Seneca no longer inhabited the Lake Ontario shores and the Algonquin-speaking Mississaugas began moving southward into the area. It was the Mississaugas who had settled the area by the time the British arrived in the late 18th century and from whom the Crown secured land for settlement." The Mississaugas did not speak Algonquin. The Mississaugas did not "begin to move southward" in the 17th century – rather, they left (up north to extended families) during the times of disease and warfare (1640s-1650s) and then returned in the late 17th century. Our peoples did not "settle" areas. That is a European perspective. Rather our ancestors came back to our homelands after "the smoke had cleared."</p>	Corrected the language error of 'Algonquin-speaking Mississaugas...' and language adjusted to change the emphasis that the Mississaugas were returning to earlier used lands.
2.3.2 Treaty History		

Page 10	<p>• "The earliest includes the area as part of the far-reaching Five Nations' Beaver Hunting Grounds of the 1701 Fort Albany/Nanfan Treaty between the Haudenosaunee Confederacy and the British Crown (Six Nations of the Grand River n.d.)."</p> <p>The Nanfan "Treaty" which was more of a business proposition (not really a treaty) should be explored more fully before making statements as above. This history should reflect a more robust contextual narrative of what the Nanfan was about, and what lands it lists as being encompassed within its boundaries as well as information about its signatories. There is a larger picture here that should be included, especially as it has been identified as the 'earliest' "treaty" of the area.</p>	As we understand it, the legal status of the Nanfan Deed/Treaty has not been settled in court. Respectfully, it is beyond the scope of this report to make such a determination.
Page 10	<p>"In 1787-88, the Johnson-Butler Purchases sought to acquire the territory now occupied by the Mississauga nations along the north shore of Lake Ontario and further inland."</p> <p>This statement is just insulting. Our ancestors did not "occupy" lands – that is a European concept. And our people have always been here. The Michi Saagiig are known as: 'the people of the big river mouths', and 'the people of the big lake', we were the 'Salmon people', fishing all the tributaries that flowed into Lake Ontario – which we knew as "The Beautiful Lake" in our language. There is a more fulsome history (1000s of years) of the north shore of Lake Ontario that reside with the Michi Saagiig (our namesake) that is consistently omitted from these types of reports.</p>	Language adjusted to state 'inhabited' instead of 'occupied'.
Page 10	<p>"Also known as the Gunshot Treaty, these purchases proved difficult to uphold due to unclear records and poorly defined boundaries (Surtees 1984)."</p> <p>There is a more elaborate history about the Gunshot Treaty that should be included here – I.E., the reason it was called the Gunshot Treaty and what the British were hoping to accomplish with this acquisition of lands – and how integral that was to Canadian history and to Canadian sovereignty (birth of the nation).</p>	While we agree this is a brief description of the Gunshot Treaty. We would reference the comprehensive history as needed.

<p>Page 10</p>	<p>"It was not until the Williams Treaties of 1923 that the majority of the outstanding claims were settled with the Anishinaabe nations now affiliated with that treaty." Outstanding claims were NOT settled with the Anishinaabe nations in 1923 – rather they were heightened as hunting and fishing rights were removed from Michi Saagiig and Chippewa nations.</p> <p>There is a great section in this report on the Williams Treaties Settlement Agreement 2018 in general. However, the injustices imparted upon the Michi Saagiig and Chippewa peoples in the 1923 treaty process should be better stressed here. This is an opportunity for truth telling. While this section on treaties is more comprehensive than most, the truth of how the government starved our ancestors and drove them off these lands needs a voice. The federal government and the provincial government apologised for the negative impacts the Williams Treaties 1923 had on our peoples. The negative impacts should have more space in sections reporting about our collective treaty history. What were these negative impacts and how do they shape current realities and perspectives about Mississauga and Chippewa communities?</p> <p>The negative impacts have certainly resulted in a skewed view of land acquisition and land-use planning by European settlers over time. Our peoples were denied the right to hunt and fish on lands that had sustained them for thousands of years. Wetlands and tributaries where our peoples collected medicines and foods have been filled in, re-aligned, poisoned, and irrevocably altered in the face of development. Our grocery stores (the land, wetlands, lakes and rivers, hard wood bushes, and wild grass savannas) were denied to us – and so our people starved. They were labelled as 'poachers' for simply trying to feed their families and many were imprisoned. The negative impacts of the Williams Treaties 1923 cannot be under-emphasized – not only in terms of understanding the profound meaning of the 2018 Settlement Agreement to our peoples, but also</p>	<p>Language adjusted to acknowledge that the Williams Treaty did not resolve the outstanding claims.</p>
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	understanding what Crown obligations exist and how that translates into implementation in land development activities.	
2.3.3 Nineteenth-Century and Municipal Settlement		
Page 11	<p>Although, there is Indigenous historical inclusion regarding the region (project area) prior to full scale European settlement and it is mentioned that the area was inhabited by Senecas and Mississaugas, that is where it ends. Indigenous peoples did not suddenly disappear during nineteenth century and municipal settlement, nor were they passive participants involved in significant political and social relationships at the time.</p> <p>There seems to be an invisibility of Indigenous peoples in general in all reporting on European settlement history. It is presented in a way that once Europeans moved in, Indigenous history ceased. There is a very rich settler/Indigenous relations history that merits inclusion as part of the truth-telling of relating the past.</p> <p>The Michi Saagiig Elders tell of our ancestors travelling throughout the landscape on their seasonal rounds, camping on farmers fields and trading with the local pioneering families. Relationships were positive and fruitful for many years, until fences started going up and ideologies about private property, rights, and ownership took on a different meaning than the original intent of the pre-Confederation Treaties. The Williams Treaties 1923 was a major catalyst in this event as the government took the position that ALL rights to the lands were surrendered by seven First Nations and thus, settlers too upheld that perspective.</p>	Added a community composed history previously provided by Curve Lake First Nation to reflect their perspective on the continued land use.
Page 14	<p>"The Stage 1 property inspection has visually confirmed that the majority of the Project area is considered extensively disturbed (0.39 ha) by previous stripping in the 1950s to 1980s and the extensive installation of below ground utilities. As such, these areas no longer retain archaeological potential and have been photo-documented."</p>	Acknowledged that CRM archaeology in Ontario does not necessarily address or reflect the concerns/interests you have raised. It is regulated by the Province who established the requirements and is framed primarily from an archaeological lens. The language used here in the technical report is to meet the requirements and expectations set out by the MTCS.

	<p>Again, words matter. The truth matters. "These areas no longer retain archaeological potential," is very mild in the face of the reality – these areas were originally bulldozed and excavated with no concern for the cultural heritage of Indigenous peoples, which was obliterated in the process. This needs to be acknowledged. Short and simple. Furthermore, the entire paradigm in CRM archaeology that holds: "if it is extensively disturbed" there is no "archaeological potential" is heavily rooted in western knowledge epistemologies. Archaeological potential is defined in terms of western theoretical standards: if there is nothing for us to learn or gain, there is no point...or it is simply a salvage exercise. That salvage exercise recovers our ancestors' belongings – whatever may be left after years and years of digging and disturbing and potential desecration through the development activities of European settlement culture. Although there may be no features left intact or any stratigraphy, or any context, those artifacts that may still remain are traces of our peoples on these lands. And given the opportunity, we would like to recover them.</p>	
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Line item attachment 3.38

Melanie Green

From: Tiffany McLellan <TiffanyM@curvelake.ca>
Sent: Wednesday, March 8, 2023 10:05 AM
To: Melanie Green
Subject: [External] RE: Recap - March 7th, 2023 meeting

CAUTION! EXTERNAL SENDER

Were you expecting this email? TAKE A CLOSER LOOK. Is the sender legitimate?
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Hi Mel,

That recap sounds about right. Also I wanted to mention that we are working on a way to manage the flow of reports/requests coming in. So perhaps in the near future, I will be on track! Believe it or not! Ha..

Also, just wanted to add in there that we discussed the training program that is underway. Hoping you can attend end of May time (but before your world trekking expedition). Pencilling in May 26, but could change slightly depending on scheduling.

And thanks for the meeting yesterday, it was really helpful to see where all the projects were and where we still needed to put some more effort in.

Cheers!



Tiffany McLellan
Archaeological Program Administrator
Curve Lake First Nation Government Services Building
22 Winookeeda Road, Curve Lake, ON K0L 1R0
P: 705.657.8045 ext. 237 C: 705.957.9549 F: 705.657.8708
W: www.curvelakefirstnation.ca
E: TiffanyM@curvelake.ca

From: Melanie Green <Melanie.Green@enbridge.com>
Sent: March 7, 2023 1:57 PM
To: Mandy McGonigle <mmcgonigle@hiawathafn.ca>; Sean Davison <sdavison@hiawathafn.ca>; tcowie@hiawathafn.ca; francis@francischua.com; Julie Kapyrka <JulieK@curvelake.ca>; Kaitlin Hill <KaitlinH@curvelake.ca>; kayla@francischua.com; Tiffany McLellan <TiffanyM@curvelake.ca>
Cc: Lauryn Graham <lauryn.graham@enbridge.com>
Subject: Recap - March 7th, 2023 meeting

Hello,

Thank you so much for the teams meeting this morning – it was a pleasure seeing you all. Just recapping a few items;

- Haldimand Shores post walk through will take place sometime in May –
- Bobcaygeon stage 1 AA concerns with EGI responses on comments previously brought up by Julie have been reviewed and currently there are no concerns with our responses. Stage 2 (phase 3-4) fieldwork is scheduled for early spring.

From: [Brown, Gillian \(ENERGY\)](#)
To: [Melanie Green](#)
Subject: [External] RE: Kennedy Station Relocation Project
Date: Monday, February 27, 2023 11:05:48 AM

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Hi Melanie,

I had a lovely weekend, hope you did as well.

We are working towards having our letter of opinion close to the end of record, noting that any reply submissions from Enbridge are to be filed with the OEB by April 6th. Our initial reach-outs to communities was in mid-December, and we have continued to follow-up with those communities who have not yet responded or confirmed that they have no outstanding concerns.

Our next meeting is tentatively scheduled with Chippewas of Rama First Nation on March 6th to discuss both this project and the Mohawks of the Bay of Quinte Community Expansion Project.

Best,
Gillian

Gillian Brown
Senior Advisor
Indigenous Energy Policy
Ministry of Energy

From: Melanie Green <Melanie.Green@enbridge.com>
Sent: February 27, 2023 10:26 AM
To: Brown, Gillian (ENERGY) <Gillian.Brown2@ontario.ca>
Subject: Kennedy Station Relocation Project

CAUTION -- EXTERNAL E-MAIL - Do not click links or open attachments unless you recognize the sender.

Good morning Gillian,

I hope your weekend was recharging – I am just wondering on letter of opinion on - Kennedy Station Relocation Project. When do you think we will see a letter of opinion on this one?

Thank you so much in advance,

Mel

Melanie Green C.E.T

Senior Advisor, Community & Indigenous Engagement, Eastern Region
Conseiller principal, Engagement communautaire et autochtone, Région de l'Est

Public Affairs, Communications & Sustainability
Affaires publiques, communications et développement durable

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ENBRIDGE GAS INC.

Answer to Interrogatory from
OEB Staff ("STAFF")

INTERROGATORY

Reference:

Exhibit I, Tab 2, Schedule 1

Preamble:

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

The OEB's standard conditions of approval, with a modification to Condition 6 as proposed by OEB staff, are provided below.

Question:

- a) OEB staff suggests that the OEB's standard conditions of approval should apply to the project with a modification to Condition 6, which requires the applicant to confirm that the actual final project costs are fully funded by the CIAC paid to Enbridge Gas by Metrolinx. Please confirm if Enbridge Gas agrees with OEB staff's suggestion.
- b) Given that construction of the proposed project is planned in two phases, please advise whether Enbridge Gas considers any change is required to Condition 2(a), which sets out that the OEB's approval for leave to construct expires 12 months after the decision is issued unless construction has commenced prior to that date.
- c) If Enbridge Gas does not agree with any of the conditions of approval set out below, please identify the specific conditions that Enbridge Gas disagrees with.

¹Standard 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>

Application under Section 90(1) of the OEB Act
Enbridge Gas Inc.
EB-2022-0247 DRAFT
Standard Conditions of Approval

1. Enbridge Gas Inc. shall construct the facilities and restore the land in accordance with the OEB's Decision and Order in EB-2022-0247 and these Conditions of Approval.
2. (a) Authorization for leave to construct shall terminate 12 months after the decision is issued unless construction has commenced prior to that date.
(b) Enbridge Gas Inc. shall give the OEB notice in writing:
 - i. of the commencement of construction, at least 10 days prior to the date construction commences
 - ii. of the planned in-service date, at least 10 days prior to the date the facilities go into service
 - iii. of the date on which construction was completed, no later than 10 days following the completion of construction
 - iv. of the in-service date, no later than 10 days after the facilities go into service
3. Enbridge Gas Inc. shall obtain all necessary approvals, permits, licences, certificates, agreements and rights required to construct, operate and maintain the Project.
4. Enbridge Gas Inc. shall implement all the recommendations of the Environmental Report filed in the proceeding, and all the recommendations and directives identified by the Ontario Pipeline Coordinating Committee review.
5. Enbridge Gas Inc. shall advise the OEB of any proposed change to OEB-approved construction or restoration procedures. Except in an emergency, Enbridge Gas Inc. shall not make any such change without prior notice to and written approval of the OEB. In the event of an emergency, the OEB shall be informed immediately after the fact.

6. Concurrent with the final monitoring report referred to in Condition 7(b), Enbridge Gas Inc. shall file a Post Construction Financial Report, that:
 - (a) provides a variance analysis of project cost, schedule and scope compared to the estimates filed in this proceeding, including the extent to which the project contingency was utilized
 - (b) confirms that the actual final project costs are fully funded by the contribution in aid of construction payment from Metrolinx.

Enbridge Gas Inc. shall also file a copy of the Post Construction Financial Report in the proceeding where Enbridge Gas Inc. proposes to start collecting revenues associated with the Project.

7. Both during and after construction, Enbridge Gas Inc. shall monitor the impacts of construction, and shall file with the OEB one electronic (searchable PDF) version of each of the following reports:
 - (a) A post construction report, within three months of the in-service date, which shall:
 - i. provide a certification, by a senior executive of the company, of Enbridge Gas Inc.'s adherence to Condition 1
 - ii. describe any impacts and outstanding concerns identified during construction
 - ii. describe the actions taken or planned to be taken to prevent or mitigate any identified impacts of construction
 - iv. include a log of all complaints received by Enbridge Gas Inc., including the date/time the complaint was received, a description of the complaint, any actions taken to address the complaint, the rationale for taking such actions
 - v. provide a certification, by a senior executive of the company, that the company has obtained all other approvals, permits, licenses, and certificates required to construct, operate, and maintain the proposed project
 - (b) A final monitoring report, no later than fifteen months after the in-service date, or, where the deadline falls between December 1 and May 31, the following June 1, which shall:
 - i. provide a certification, by a senior executive of the company, of Enbridge Gas Inc.'s adherence to Condition 4
 - ii. describe the condition of any rehabilitated land
 - ii. describe the effectiveness of any actions taken to prevent or mitigate any identified impacts of construction

- iv. include the results of analyses and monitoring programs and any recommendations arising therefrom
 - v. include a log of all complaints received by Enbridge Gas Inc., including the date/time the complaint was received; a description of the complaint; any actions taken to address the complaint; and the rationale for taking such actions
8. Enbridge Gas Inc. shall designate one of their employees as project manager who will be the point of contact for these conditions, and shall provide the employee's name and contact information to the OEB and to all affected landowners, and shall clearly post the project manager's contact information in a prominent place at the construction site.

Response

- a) Enbridge Gas agrees with the OEB staff's suggestion that Enbridge Gas confirm that the actual final project costs are fully funded by the CIAC paid to Enbridge Gas by Metrolinx's Contractor.
- b) Enbridge Gas interprets Condition 2(a) to mean any form of construction start satisfies the condition. Based on this assumption, Enbridge Gas expects Phase 1 construction to commence within 12 months of a decision and does not require any change to Condition 2(a).
- c) Enbridge Gas agrees with all of the conditions of approval set out above.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Environmental Defence ("ED")

INTERROGATORY

Reference:

Exhibit B, Tab 1, Schedule 1

Question:

- (a) Enbridge states on page 5: "If gas assets in conflict are abandoned but not relocated, 22 customers in Figure 2, including 3 condominium building with multiple units, 1 Co-operative homes building with multiple units, and 18 commercial customers will lose all natural gas supply." Please provide a table with the annual (m3/yr) and peak hour (m3/d) demand for each of the 22 customers by customer address. Please also include a column indicating whether the customer's gas service is slated to be replaced as part of phase 1 or 2.
- (b) Please reproduce the map on page 5 (Figure 2) with the existing facilities that would be abandoned overlaid on the map. Please indicate the phase 1 and phase 2 facilities in different colours.
- (c) Please reproduce the map on page 5 (Figure 2) with the proposed new facilities overlaid on the map. Please indicate the phase 1 and phase 2 facilities in different colours.
- (d) Please provide a map showing the customers that are served by the district station that would be moved.
- (e) Please provide details on any development applications that have been made in relation to the 22 impacted customer addresses. Please obtain these details from the City of Toronto planning department. Please comment on how these developments could impact the need for the project, and alternatives, if at all.

Response

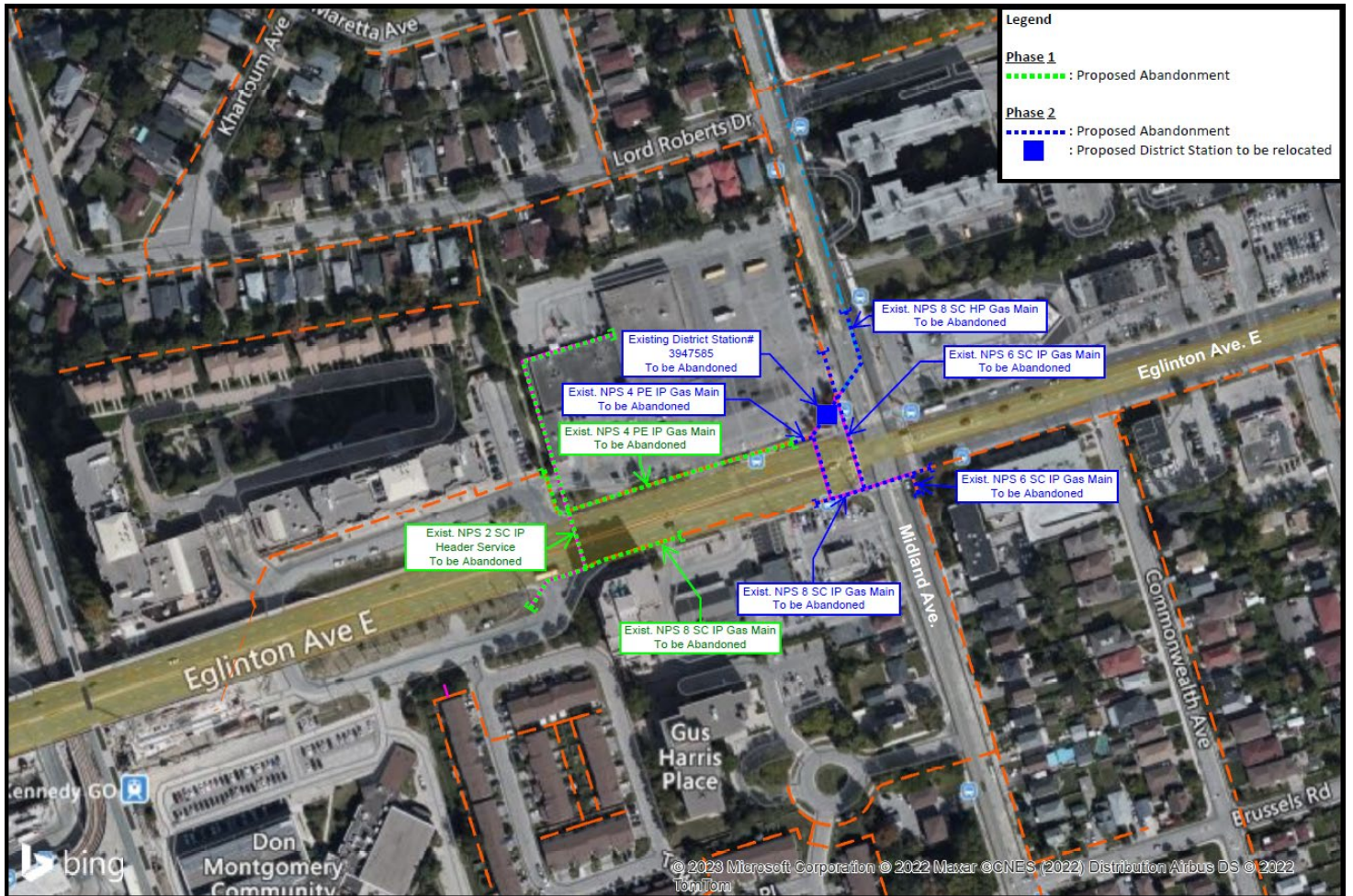
- a) The 22 “customers” referenced consist of condominium buildings with multiple units, a Co-operative homes building with multiple units, and commercial customers. In other words, the total number of households impacted by the Project is greater than 22. Additionally, the existing natural gas network also serves approximately 9,200 customers downstream of the proposed district regulator station relocation.

Enbridge Gas respectfully declines to provide a table with customer-specific consumption data (annual (m³/yr) and peak hour (m³/d)) and/or street addresses for each of the 22 customers as the request for consumption information of the customers is not relevant nor is it material to determining if the relocation of the pipeline is in the public interest. As a regulated natural gas utility, Enbridge Gas is obligated to provide the distribution of its natural gas in a safe and reliable manner. One of the statutory objectives of the OEB is to ensure consumers are protected with regard to the price, quality and reliability of natural gas services.¹ The fact that Metrolinx’s Scarborough Subway Extension project (the “SSE” project) requires Enbridge Gas to relocate certain of its existing natural gas facilities does not detract from the Company’s obligations to ensure continuous, uninterrupted firm services to its existing customers. Given the explanations above, the customer-specific information sought by ED exceeds the scope of the current proceeding and is not relevant to the OEB’s determination regarding the proposed Project.

Details regarding Enbridge Gas’s assessment of the potential to resolve the underlying system constraint using a supply side alternative and discussion regarding the appropriateness of Integrated Resource Planning alternatives are provided in the response to Exhibit I.ED.4.

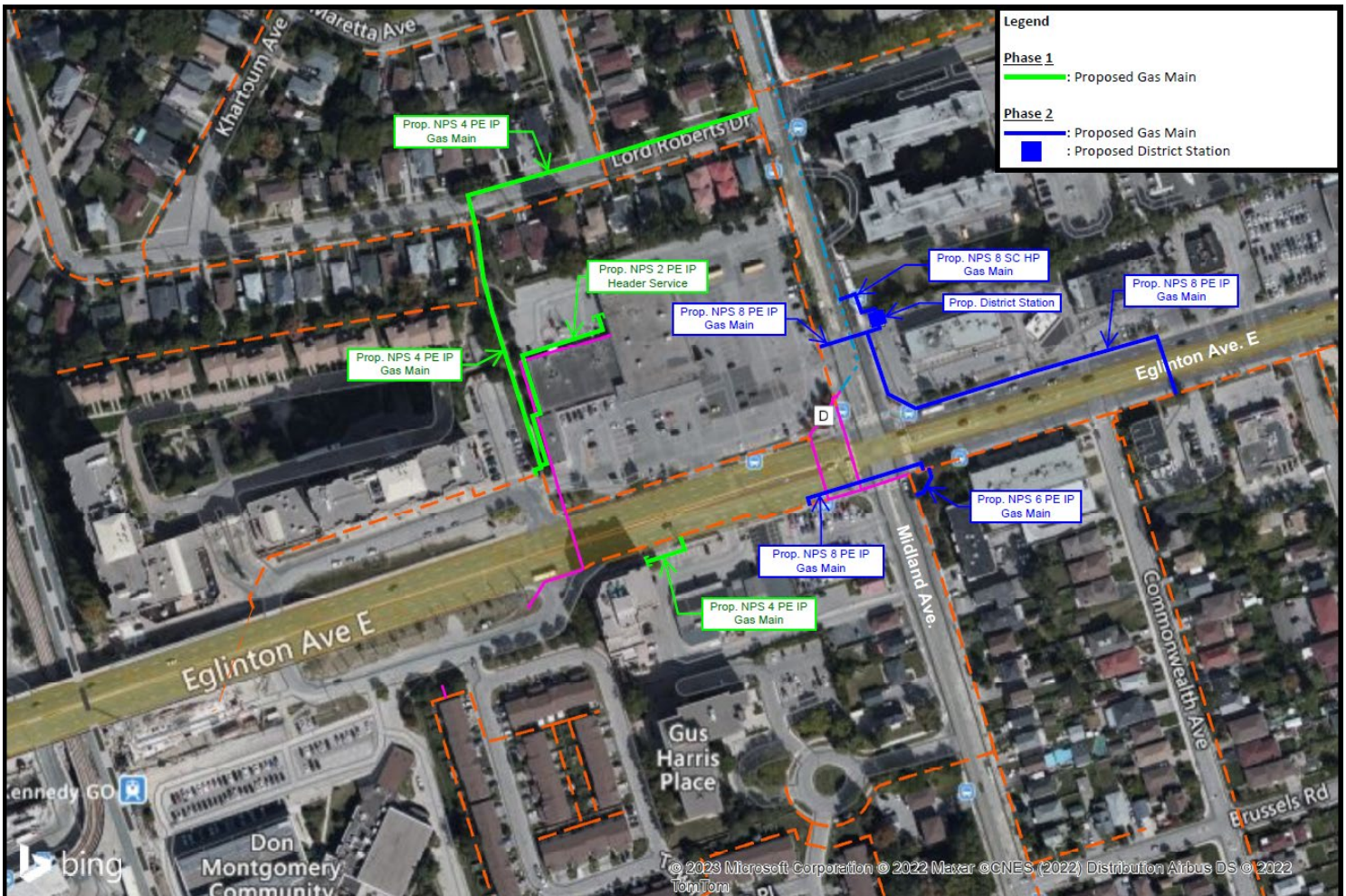
- b) A map displaying the existing facilities that would be abandoned has been reproduced in Figure 1.

¹ EB-2022-0081 Ontario Energy Board – Natural Gas Facilities Handbook, March 31, 2022, p. 5; <https://www.oeb.ca/sites/default/files/uploads/documents/regulatorycodes/2022-03/OEB-Natural-Gas-Facilities-Handbook-20220331.pdf>



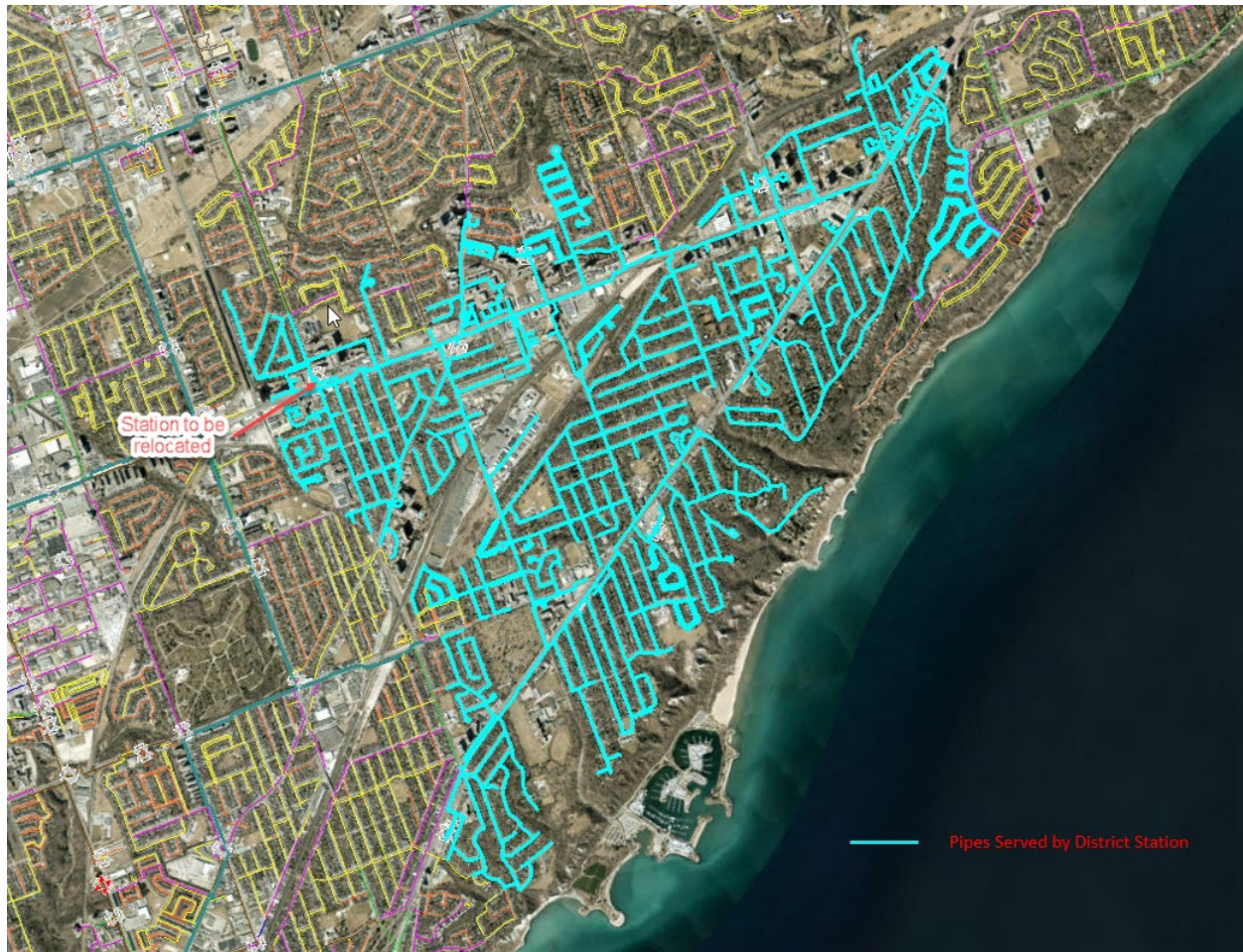
c) A map displaying the proposed new facilities has been reproduced in Figure 2.

Figure 2



- d) A map showing the customers that are served by the district station that would be moved is provided in Figure 3.

Figure 3



- e) Please see the response at Exhibit I.STAFF.1.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Environmental Defence ("ED")

INTERROGATORY

Reference:

Exhibit B, Tab 1, Schedule 1

Question:

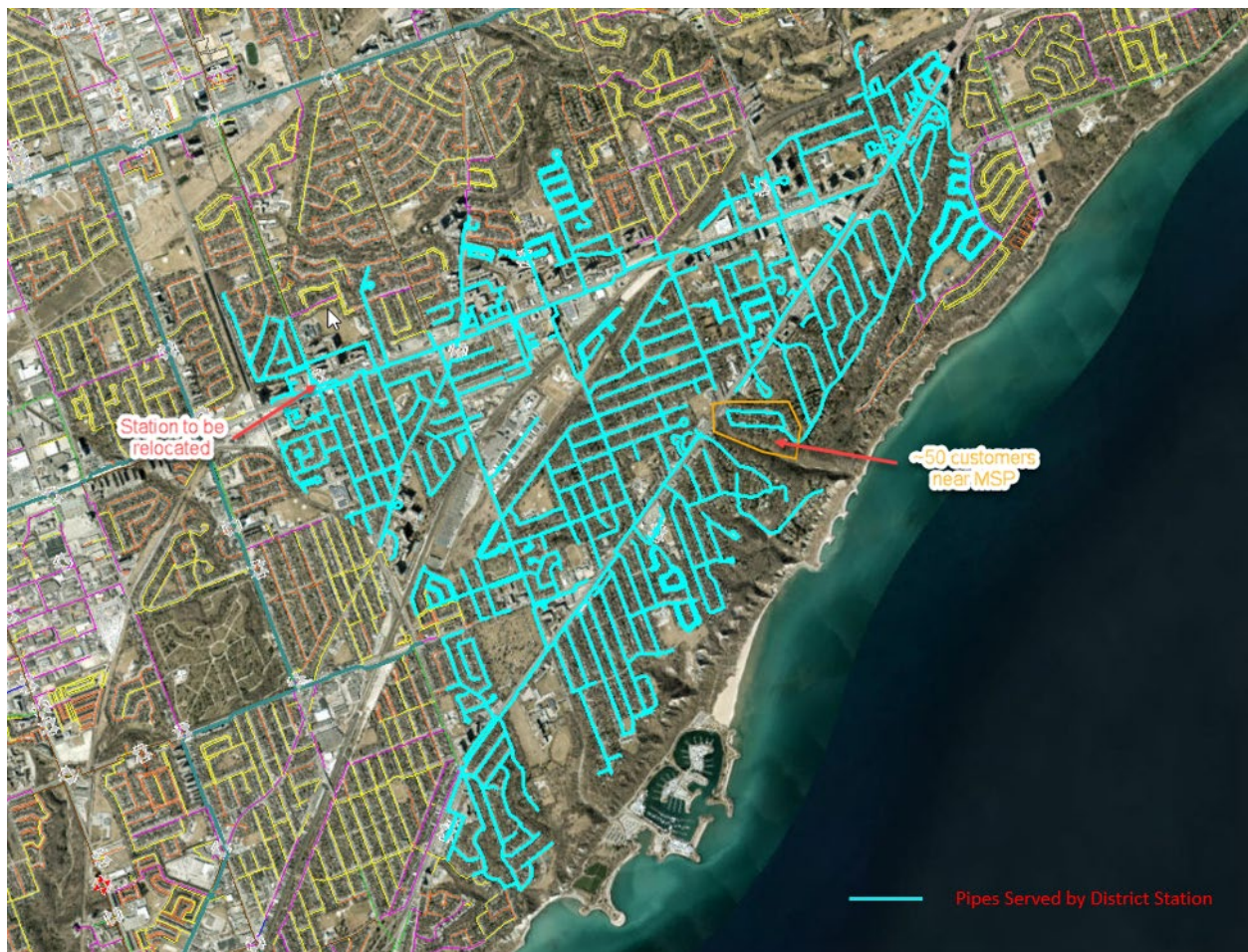
- (a) Enbridge states on page 5: "pressures in a large area surrounding these customer (within the Project area) will decrease significantly causing inlet pressure to over 50 other customers to be near minimum system pressure ("MSP")." Please provide:
 - (i) A map showing the impacted customers;
 - (ii) A list of addresses of the impacted cost; and
 - (iii) A table showing the annual (m3/yr) and peak hour (m3/d) demand for these customers.
- (b) Enbridge refers to customers whose pressure would be near minimum system pressure if the facilities were abandoned and not replaced.
 - (i) Approximately how many other customers in Enbridge's system are as near or nearer to minimum system pressures now as those customers would become?
 - (ii) For those customers, would the system fail to meet certain CSA or other regulatory criteria if the facilities were abandoned but not replaced? If yes, please provide details.
- (c) Please provide a map and list showing the proposed new facilities that would serve those "over 50 other customers." The list of conflicting infrastructure appears to mostly refer to dead-end mains – we are seeking to isolate the conflicts that relate to other customers.
- (d) Please provide the project costs attributable to replacing the facilities referred to in (b) (i.e. the facilities that are serving other customers).
- (e) Page 3 refers to a "NPS 2 SC IP gas header service to 2480 Eglinton Ave. E." What is a "gas header"?

Response

The intention of this relocation is to maintain existing natural gas service, not to increase capacity. Accordingly, there is no change in system capacity that results from the proposed Project. This relocation Project is being exclusively driven by Metrolinx.

- a)
i) A map showing the area of influence is included at Figure 1.

Figure 1



- ii - iii)
Please see the response at Exhibit I.ED.1, part a).

b) (i)-(ii), d)

One of the criteria used by natural gas system planners in assessing the impacts of demand to pipeline systems and customers is minimum system pressure ("MSP"). This is because, when a pipeline system falls below the MSP, customers are put at risk of not receiving the firm hourly volumes of natural gas required to heat their homes/water or to operate their businesses, including potentially experiencing some degree of system or appliance outage. Accordingly, MSP is a key criterion for identifying when a system need and facility reinforcement is required.

Absent the proposed Project, if Enbridge Gas' existing facilities in conflict with the Scarborough Subway Extension project (the "SSE" project) were abandoned and not relocated, the network would fall below MSP, triggering a need for system facility reinforcement to restore the pressure (i.e., installation of a new station and pipeline). Accordingly, the most prudent solution, which ensures continuity of service to Enbridge Gas' existing customers in-line with its obligation as a regulated natural gas utility, is the proposed Project (please also see the response at Exhibit I.ED.1, part a)).

Given the explanations above and the response at Exhibit I.PP.2, the proposed Project must be completed in its entirety to ensure that the integrity of natural gas services to existing customers are maintained. Some customers' access to natural gas will be impacted by both phases of the SSE project; Phase 1 must be completed in order to continue to provide service to all customers impacted by Phase 2 (which addresses the 50 customers identified as otherwise being near MSP) and vice versa. Accordingly, Enbridge Gas respectfully declines to provide a cost estimate associated solely with the facilities discussed in part b) since it would provide no value to the OEB in deciding the current Application.

Further, Enbridge Gas respectfully declines to provide the system-wide assessment sought by ED as it is onerous and not reasonably possible to accomplish (due to its complexity and magnitude), it would not be directly comparable since the conditions surrounding each hydraulic system are unique, and it is not directly relevant to the current proceeding.

c) A map showing the new facilities that would serve those "over 50 other customers" is included at Figure 2. The new facilities outlined in the yellow polygon would serve over 9,200 customers (please also see the response at Exhibit I.ED.1. part d)) including the "over 50 other customers" that will be near MSP. The new facilities include: approximately 233m of NPS 8 PE IP pipeline, 25m of NPS 8 SC IP pipeline, and one district regulator station.

Figure 2



- e) A gas header service is a gas main on private property supplying more than one service where all services are supply customers on the same property, e.g., multiple units in a shopping or industrial plaza. In this case the NPS 2 SC IP gas header service to 2480 Eglington Ave East supplies natural gas to all units/customers on this property.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Environmental Defence ("ED")

INTERROGATORY

Reference:

Exhibit C, Tab 1, Schedule 1

Question:

- (a) When was Enbridge first made aware of the conflict between its facilities and the Scarborough Subway? Please provide as precise of a date as possible.
- (b) Please provide the first 3 emails between Enbridge and Metrolinx staff regarding the potential conflict.
- (c) Please explain whether phase 1 could be moved back at least one year, and if not, why not?

Response

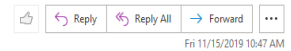
- a) Enbridge Gas was first made aware of the general location of the Scarborough Subway Extension project (the "SSE" project) in January 2016. However, discussions in 2016 were preliminary in nature as Metrolinx (and its predecessor TTC) had not yet confirmed the scope, location, and schedule for construction of the SSE project at that time.

It was not until November 2019 that Metrolinx was able to provide sufficient details of the SSE project plans at this location (Kennedy Station), for Enbridge Gas to start to identify conflicts with Company assets. Further, Enbridge Gas was provided sufficient information on the SSE project from Metrolinx to initiate work on preliminary asset relocation designs in 2020. The SSE project design will not be completely finalized until the SSE project Contractor is selected by Metrolinx.

- b) Please see Attachment 1 to this response.

- c) Enbridge Gas is completing the relocation of its natural gas assets according to Metrolinx's proposed SSE project schedule. A one-year delay to Phase 1 of the Company's proposed Project would have a serious impact on all subsequent construction activities within the SSE project schedule that have a dependency on the completion of Enbridge Gas's relocation works.

RE: SSE - Midland and Eglinton



Fri 11/15/2019 10:47 AM

Hi Guys,

Please review this with Scott today and let me know what his thoughts are. I spoke to Kevin this morning and would need to know if the information below can be sent to Metrolinx. They are using this information to determine which construction option they will move forward with.

Thanks

Morning Kevin,

As per our phone call, to summarize what we spoke about.

District Station Relocation

- Station was installed in 2016
- Station is feed from Lawrence Ave.
- A new location needs to be finalized before the old station can be decommissioned
- All district station are costumed built to each specific application
- Design completion minimum 12 months
- Execution minimum 12 months
- Estimate Relocation Cost \$1.5mill

West of Midland Gas Main Relocation (North Side)

- Existing 4" gas main and two road crossings would need to be relocated
- Enbridge would not relocate a main temporarily and will require a permanent location for our assets
- New Main and all services must be in operation before any existing mains or services are abandoned.
- Design completion minimum 12 months
- Execution minimum 12 months
- Estimate Relocation Cost \$1.0mill

East of Midland Gas Main Extension (North Side)

- Properties on the north side are connected with long services
- Main extension on the north side to eliminate all long services between Midland and Gilder Dr.
- Main extension could potentially be installed under the temporary road
- Design completion minimum 12 months
- Execution minimum 12 months
- Estimate Relocation Cost \$1.5mill

The above information is based on assumptions that these designs are constructible, further investigation is required to determine if it is feasible. The quotes above are not to be used to be held against Enbridge accountable for any future work within noted area.

Borin Len, C.Tech
Transit Project Manager
Capital Development and Delivery

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From: Kevin Rahbarifar <Kevin.Rahbarifar@metrolinx.com>
Sent: Thursday, November 14, 2019 3:08 PM
To: Borin Len <Borin.Len@enbridge.com>
Subject: [External] FW: SSE - Midland and Eglinton

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FYI

Regards

Kevin Rahbarifar C. Tech.
Utilities Coordinator
Metrolinx
130 Adelaide Street West | 15th floor | Toronto | Ontario | M5H 3P5
Tel: 416-202-1942



From: Johnny Ton [<mailto:JOHNNY.TON@enbridge.com>]
Sent: Tuesday, November 12, 2019 3:15 PM
To: Kevin Rahbarifar; Daniel Petrozziello
Cc: Margaret Tyszka
Subject: RE: SSE - Midland and Eglinton

Hi Kevin,

The green box at the NW corner of Midland and Eglinton Ave East belongs to Enbridge. It is a district station which regulates pressures for downstream networks.

Regarding a legend, we cannot provide that information to you. The only symbol that you should be concerned with regarding conflicts to proposed SSE designs are the box with the D to represent above ground district stations, and flush to grade valves represented by the two inward facing triangles. Please note that these valve locations are approximate; the exact locations and final determination of a conflict will need to be determined via technical meetings with Metrolinx, or once we have received a design for the new SSE.

Thanks,

Johnny Ton

Transit Project Manager
Capital Development and Delivery

ENBRIDGE

TEL: 416-495-6877 | CELL: 416-708-7868
101 Honda Blvd, Markham, ON L6C 0M6

enbridge.com
Safety. Integrity. Respect.

From: Kevin Rahbarifar <Kevin.Rahbarifar@metrolinx.com>

Sent: Friday, November 8, 2019 1:35 PM

To: Johnny Ton <JOHNNY.TON@enbridge.com>; Daniel Petrozziello
<daniel.petrozziello@enbridge.com>

Cc: Margaret Tyszka <Margaret.Tyszka@metrolinx.com>

Subject: [External] SSE - Midland and Eglinton

EXTERNAL: PLEASE PROCEED WITH CAUTION.

This e-mail has originated from outside of the organization. Do not respond, click on links or open attachments unless you recognize the sender or know the content is safe.





Hi Johnny and Daniel

Would you please see attached drawing, it is North West Corner of Midland Ave and Eglinton Ave East.

1. Does the green cabinet belongs to Enbridge Gas Distribution?
2. Would you be able to send us a legend to indicated what each symbol means on your drawings?

We would like to be able to decode and understand if the symbol(s) is underground, in a cabinet, Manhole structure, and hopefully the size of the structure(s).

Thank you

Regards

Kevin Rahbarifar C. Tech.

Utilities Coordinator

Metrolinx

130 Adelaide Street West | 15th floor | Toronto | Ontario | M5H 3P5

Tel: 416-202-1942



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ENBRIDGE GAS INC.

Answer to Interrogatory from
Environmental Defence ("ED")

INTERROGATORY

Reference:

Exhibit C, Tab 1, Schedule 1

Question:

- (a) Where there is a conflict between existing gas facilities and infrastructure proposed by a third-party proponent, does Enbridge believe it should ever consider integrated resource planning alternatives? Please explain in detail when this would and would not be appropriate.
- (b) Please provide the excerpts of Enbridge's evidence, testimony, and submissions in EB-2020-0091 (IRP proceeding) where it discussed the purpose and/or scope of the "customer-specific builds" binary screening criteria.

Response

- a) Enbridge Gas reviews relocation projects over the \$2 million threshold where there is a conflict between existing gas facilities and infrastructure proposed by a third-party proponent from an IRP perspective. In this instance the Project was evaluated using the binary screening criteria set out in the IRP Framework established by the OEB for Enbridge Gas (EB-2020-0091). The Company also assessed the potential to resolve the underlying system constraint using a supply side alternative.

The Company determined that the Project did not meet two of the binary screening criteria: timing and customer specific builds. Further, because the existing gas main is embedded deep within Enbridge Gas' distribution pipeline network, there is no ability for a third-party natural gas market participant to deliver gas supplies directly to the region served by the existing natural gas main or to feasibly set up a Compressed Natural Gas ("CNG") injection point. Accordingly, the Company determined that no further IRP assessment was warranted.

- b) The excerpts requested by ED are available on the OEB's website:
<https://www.rds.oeb.ca/CMWebDrawer/Record/720232/File/document>

ENBRIDGE GAS INC.

Answer to Interrogatory from
Environmental Defence ("ED")

INTERROGATORY

Reference:

Exhibit C, Tab 1, Schedule 1

Question:

- (a) Please confirm that the 22 customers, who would lose service if the abandoned facilities were not replaced, use gas for space and water heating only.
- (b) For each of the 22 customers, please provide a high-level estimate of the cost to replace their gas heating equipment with electric heat pumps.

Response

- a) The 22 customers identified (composed of 3 condominium buildings with multiple units, 1 co-operative homes building with multiple units, and 18 commercial units) predominantly use natural gas for space and water heating. Certain of the commercial customers in the food services sector may have general uses (e.g., cooking/baking) in addition to space and water heating.
- b) Project need is driven by conflicts to supply-side infrastructure. Therefore, the Project was evaluated using the binary screening criteria set out in the IRP Framework established by the OEB for Enbridge Gas (EB-2020-0091). Please see the response at Exhibit I.ED.4 a), for discussion regarding the results of that evaluation.

In its IRP Framework Decision and Order, the OEB denied Enbridge Gas the ability to invest in electricity-based alternatives:¹

¹ EB-2020-0091, Decision and Order, P. 35

Enbridge Gas also proposed non-gas IRPAs, specifically electricity-based alternatives. The OEB has concluded that as part of this first-generation IRP Framework, it is not appropriate to provide funding to Enbridge Gas for electricity IRPAs.

Accordingly, Enbridge Gas did not evaluate the cost of retrofitting buildings and/or replacing individual households' or commercial customers' appliances with electric heat pumps or any other electric appliances.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Environmental Defence ("ED")

INTERROGATORY

Reference:

Exhibit C, Tab 1, Schedule 1

Preamble:

These questions are meant to explore whether the costs and disruption arising from the project could be reduced by giving the 22 impacted customers the option of being compensated for exiting the gas system, either individually or jointly. If Enbridge believes this option is not feasible or appropriate, please answer the questions regardless so that the feasibility and appropriateness can be determined by the OEB based on a complete factual record.

Question:

- (a) Please provide a table with the addresses of each of the 22 customers who would lose service if the abandoned facilities were not replaced, indicating: (i) the cost for infrastructure that would serve that customer alone and (ii) the proportion of the overall project costs that are attributable to the customer based on demand (by dividing the total cost by each customer's peak hour demand or annual demand).
- (b) Please write to those customers to ask their preferences between: (i) proceeding with the required construction and maintaining gas service; (ii) being paid an amount attributable to their service connection alone (see (a)(i) above) as compensation for being disconnected from the gas system; and (iii) working with their neighbours to be paid the proportion of the overall project costs attributable to their demand (see (a)(ii) above) as compensation for being disconnected from the gas system.

Response

- a) , b)
Please see the response to Exhibit I.ED.1 part a).

In addition to our response above, Enbridge Gas respectfully declines to answer this question as it is highly speculative, not relevant, and outside of the scope of standard leave to construct applications. In the current application, Enbridge Gas is required to relocate its natural gas infrastructure as it conflicts with Metrolinx's Scarborough Subway Extension project (the "SSE" project). If the Company's existing natural gas facilities are abandoned and not relocated, approximately 22 customers would no longer receive gas supply. Enbridge Gas has not received any indication that these group of customers, which consists of commercial and residential customers, no longer wish to have natural gas service.

Additionally, the specific cost calculation suggested by ED is not an accurate means of attributing costs to individual customers served by the existing or proposed natural gas system.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Environmental Defence ("ED")

INTERROGATORY

Reference:

Exhibit E, Tab 1, Schedule 1

Question:

- (a) Table 1 on page one lists the total project costs as \$4,565,577 whereas table 2 lists the total project costs as \$5,359,535. Please provide a table reconciling these figures, including a reconciliation of the individual project components.
- (b) Please provide an estimate and breakdown of the full site restoration costs, including any pipeline removal and/or abandonment costs. Please explain how these costs will be covered.
- (c) Please provide a breakdown of the total project costs between phase 1 and phase 2.
- (d) Please provide a breakdown of the site restoration costs between phase 1 and phase 2.
- (e) Please provide a breakdown of the costs as between the infrastructure that would service the 22 customers who would lose service if the abandoned facilities were not replaced and the infrastructure that is required to increase minimum service pressures downstream.
- (f) If the costs are greater than forecast (including contingency), who is liable for those costs?

Response

- a) In Table 1, the cost of \$4,565,577 is attributed to the Project pipeline facilities only, Table 1 also lists the cost of \$793,959 which is attributed to ancillary facilities (station upgrades, and customer services). On Table 2, the cost of \$5,359,535 is the

total cost of the Project, which is the sum of the Pipeline and Ancillary Costs columns for Item No.9 (Total Project Costs) in Table 1.

b) , d)

The cost estimate for full site restoration for Phase 1 is \$61,860, which is included in the Total Project Costs discussed in the response to part a) above.

The costs for full site restoration for Phase 2 is not included in Enbridge Gas' scope of work, as Metrolinx is responsible for completing that permanent site restoration.

Please see the response at I.STAFF.5 part b), for the abandonment costs by phase. The cost of abandoning existing pipeline is included within the Total Project Costs discussed in the response to part a) above. All Project costs associated with restoration and abandonment incurred by Enbridge Gas will be recovered 100% from Metrolinx (via its Contractor).

c) Please see the response at Exhibit I.STAFF.6 part a).

e) Please see the response at Exhibit I.ED.6 part a).

f) Please see the response at Exhibit I.STAFF.4 part b).

ENBRIDGE GAS INC.

Answer to Interrogatory from
Environmental Defence ("ED")

INTERROGATORY

Reference:

Exhibit E, Tab 1, Schedule 1

Question:

- (a) Please explain why Metrolinx would pay 100% of the cost of this project when Waterfront Toronto paid a lesser percentage in the Waterfront Relocation Project when a conflict arose in that case. Please provide full details.
- (b) Does Enbridge pay the City of Toronto for the easements applicable to the infrastructure that needs to be replaced?

Response

a) , b)

The NPS 20 Waterfront Toronto Relocation Project was a unique scenario, in which Enbridge Gas was required to relocate off the City of Toronto's Keating Railway Bridge ("Bridge") as the license to locate the pipeline on the Bridge was terminated. For specific details please refer to EB-2022-0003. For transit projects and pursuant to the Building Transit Faster Act, 2020, typically when Metrolinx requests for Enbridge Gas to relocate its assets, the party requesting the relocation bears the cost of relocation. Section 51 Apportionment of Costs subsection (1) and (2) of the same, states that "Metrolinx and the utility company may agree on the apportionment of the actual cost of the work. If no agreement is reached, Metrolinx must bear the actual cost of the work". Enbridge Gas has paid the City of Toronto for easements for previous projects. Enbridge Gas will be reimbursed through Contribution in Aid of Construction ("CIAC") for any costs associated with easements for the Project.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Environmental Defence ("ED")

INTERROGATORY

Reference:

Exhibit G, Tab 1, Schedule 1

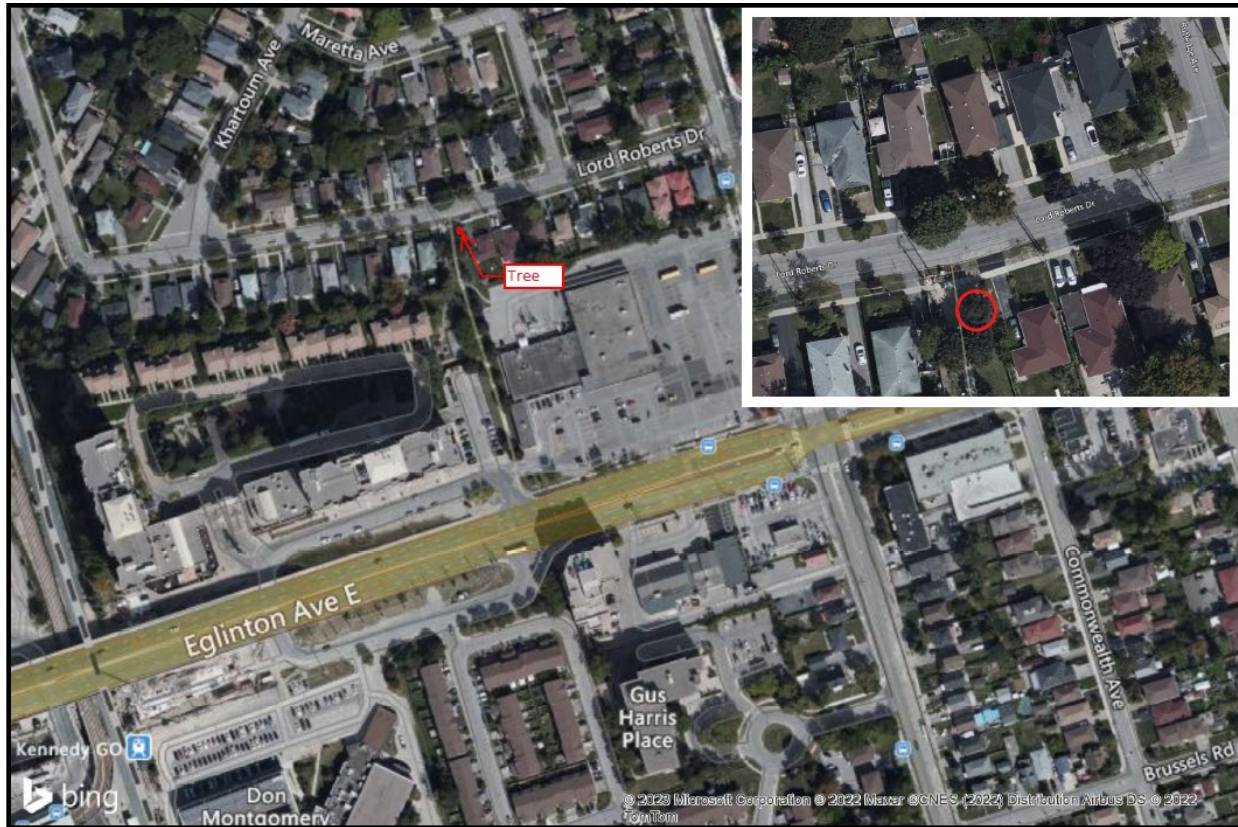
Question:

- (a) Enbridge states: "The PR follows public road allowance for the majority of the Project. However, bylaw or easement may be required where municipal road allowances are not dedicated. In addition, Enbridge Gas will be required to obtain road occupancy permits from the City of Toronto." Is Enbridge 100% certain that relief will not be required under sections 98 or 101 of the *Ontario Energy Board Act*? Please explain the answer.
- (b) Please explain the legal basis for Enbridge's properly rights (e.g. easements) with respect to the infrastructure to be replaced as part of this project. Please list any relevant legal instruments.
- (c) Please provide a copy of the easements that apply to the infrastructure that would be replaced as part of this project. Please also provide a copy of any other legal agreements with the City of Toronto that apply to that infrastructure.
- (d) Is the City of Toronto legally required to provide Enbridge with the additional easements Enbridge will require that are on City of Toronto property? If yes, please provide the agreements or law in which this legal obligation exists. Please also identify the relevant sections. If the answer differs depending on whether the land in question is within the road allowance, please explain.
- (e) Please reproduce Figure 1 (Exhibit D, Tab 1, Schedule 1) with red circles to indicate the trees that will likely require removal. To add clarity, please size the circles to the tree canopy side as approximately shown in the satellite image in Figure 1. If the full details on which trees require removal are not yet available, please indicate which trees *may* require removal.

Response

- a) Enbridge Gas is working cooperatively with the City to obtain the necessary easements and is not seeking approvals under section 98 or 101 of the OEB Act.
- b) , d)
Enbridge Gas currently does not have an easement with the City of Toronto for our existing infrastructure to be relocated because it is located within the municipal right-of-way. Enbridge Gas' rights to distribute gas in the City of Toronto is governed by the articles of incorporation of its predecessor company Consumers Gas, An Act to Incorporate the Consumers Gas Company of Toronto, 1848. Enbridge Gas is actively negotiating an easement with the City of Toronto to relocate the new assets onto the city-owned walkway.
- c) Please refer to Exhibit G, Tab 1, Schedule 1, Attachment 2, for a copy of the easement agreement that applies to the infrastructure to be relocated as part of the Project. There are no other existing agreements with the City of Toronto that apply to this infrastructure.
- e) At this time, details on which trees require removal are not yet available. However, at this stage in design, the Company expects that there is one tree displayed in Figure 1 that may require removal.

Figure 1



ENBRIDGE GAS INC.

Answer to Interrogatory from
Pollution Probe ("PP")

INTERROGATORY

Question(s):

Please explain why OEB Leave to Construct approval is required for this project (i.e. why can't Enbridge proceed without Leave to Construct approval).

Response

OEB Leave to Construct approval is required for this project because Project costs are estimated to exceed the amount prescribed by the regulations as identified in Section 90(1) part (b) of the Ontario Energy Board Act, 1998, S.O. 1998, c. 15, Schedule B (the "Act") and the Project does not qualify for exception under Section 90(2), as authority to use additional land is required.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Pollution Probe ("PP")

INTERROGATORY

Question(s):

Enbridge indicates the following elements to the proposed project.

Phase 1:

- 310 m of Nominal Pipe Size ("NPS") 4 Polyethylene ("PE") Intermediate Pressure ("IP") gas main relocation and
- 120 m of NPS 2 PE IP service relocation

Phase 2:

- 30 m of NPS 8 Steel Coated ("SC") High Pressure ("HP") gas main relocation.
- 330 m of NPS 8 PE IP gas main relocation.
- 16 m of NPS 6 PE IP gas main relocation
- 25 m of NPS 4 PE IP gas main relocation

For each of the six pipeline sections proposed, please provide the following information.

- How many customers are served by the proposed pipe section
- How many customers would not have natural gas available if the section was not built.
- How many new customers will be served due to the new section of pipe (directly or fed via the section)

Response

Please see the response at Exhibit I.STAFF.6, for a clarification in scope for the "25 m of NPS 4 PE IP gas main relocation" identified in Phase 2 of the preamble.

Table 1 provides the number of customers served by the proposed pipeline sections and the number of customers that will not have natural gas supply available if the section is not built. The pipeline sections grouped in Phase 2 are all required for the district station relocation work required to service all customers listed in Table 1. Please

also see the response at Exhibit I.ED.5, part a), for context regarding the nature of the affected customers.

No new customers will be served as a direct result of the new section(s) of pipe, as the facilities are designed to match the existing system capacity.

Table 1

Pipeline section(s)⁽¹⁾	# of customers served	# of customers without gas supply if pipe(s) not built	# of new customers
Phase 1: • 310m NPS 4 PE IP	17 ⁽²⁾	17 ⁽²⁾	0
Phase 1: • 120m NPS 2 PE IP	11	11	0
Phase 1: • 25m NPS 4 PE IP	4	4	0
Phase 2: • 30m NPS 8 SC HP + • 330m NPS 8 PE IP + • 16m NPS 6 PE IP	~9,200	5 ⁽³⁾ , plus over 50 customers will be near MSP	0

Notes:

- (1) Pipeline sections are located both upstream and downstream of other sections, therefore the same customer could be included in more than one row.
- (2) Includes the 11 customers served by the 120m NPS 2 PE IP.
- (3) Includes the 4 customers served by the 25m NPS 4 PE IP.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Pollution Probe ("PP")

INTERROGATORY

Question(s):

Phase 2 serves a parcel of land owned by Metrolinx.

- a) Will Phase 2 only serve the subway station or other customers.
- b) Please explain if Enbridge has assessed condominium or additional development on the Metrolinx lands proposed to be served. If yes, please provide details on how this was included in project planning and pipeline sizing.

Response

- a) , b)
Metrolinx has not requested a new gas service to the subway station at this time.
Please also see the response at Exhibit I.STAFF.1.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Pollution Probe ("PP")

INTERROGATORY

Question(s):

Enbridge indicates that it "will also relocate a district station and bollard protection system onto a permanent easement at 2500 Eglinton Avenue East". [Exhibit A, Tab 2, Schedule 1, Page 2]

- a) Are the station facilities referenced above included in the facilities also requiring Leave to Construct approval?
- b) Please confirm how many customers are served from the existing station and how many customers are proposed to be served from the new station.

Response

- a) No, Enbridge Gas is not seeking Leave to Construct approval of the station facilities referenced above. Costs associated with the station facilities are identified as Ancillary Costs and are reported separately from the Project pipeline facilities for which the Company is seeking an order of the OEB granting Leave to Construct.¹
- b) Approximately 9,200 customers are served by the existing station and the same number of customers are proposed to be served by the new station.

¹ EB-2022-0247, Exhibit E, Tab 1, Schedule 1, Table 1

ENBRIDGE GAS INC.

Answer to Interrogatory from
Pollution Probe ("PP")

INTERROGATORY

Reference:

The proposed pipelines and facilities are expected to be placed into service in December 2023 and July 2025, respectively". [Exhibit A, Tab 2, Schedule 1]

Question(s):

- a) When did Enbridge become aware of the Scarborough Subway Extension and the need to potentially relocate pipelines and/or stations
- b) Please confirm if Enbridge is aware of any delays in the Scarborough Subway Extension project.
- c) Please indicate what the proposed completion date is of the Scarborough Subway Extension project and whether routing alignment changes could occur prior to completion.
- d) What other facilities will need to be replaced or relocated due to the Scarborough Subway Extension. Why were all of the impacted facilities not included in one application to the OEB?

Response

- a) Please see the response at Exhibit I.ED.3, part a).
- b) Please see the response at Exhibit I.STAFF.2, part b).
- c) , d)
Please see the response at Exhibit I.STAFF.2, part a). All information related to the Scarborough Subway Extension project (the "SSE" project) provided to Enbridge Gas is available on the Metrolinx website, including other general locations of SSE project-related construction works.

The Company expects that certain of its existing facilities located at other proposed Metrolinx subway stations and emergency exit buildings (as part of the SSE project), may also need to be relocated due to conflicts with the proposed transit infrastructure. However, the timing, location and scopes of work associated with such relocations is distinct from the proposed Project and in many cases unknown at this time.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Pollution Probe ("PP")

INTERROGATORY

Question(s):

Please confirm that the Environmental Report only assessed the proposed pipeline option selected by Enbridge and did not compare alternatives to a pipeline solution.

Response

The Environmental Report did not compare alternatives to a pipeline solution. Please also see the response to Exhibit I.STAFF.3, for additional details regarding pipeline options assessed by Enbridge Gas.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Pollution Probe ("PP")

INTERROGATORY

Reference:

Enbridge map of Impacted customers [Exhibit B, Tab 1, Schedule 1, Figure 2].



Question(s):

- a) Strip malls and businesses along the construction corridor for the Metrolinx subway project have closed or not had their leases renewed due to construction impacts and/or redevelopment plans. Please provide a copy of all analysis and communications that have been undertaken by Enbridge to confirm these business will remain and require natural gas.
- b) Strip malls along the Metrolinx subway expansion are being be redeveloped into high density condominiums. Has this been considered in Enbridge's project analysis and please explain what level (e.g. how many buildings/units) of high-rise development the proposed pipeline would support.
- c) How many of the 22 customers identified as impacted are part of the Midland and Eglinton Plaza strip mall (2480 Eglinton Avenue East)?
- d) Please provide any communication with the owner (or related developer) of Midland and Eglinton Plaza strip mall regarding future development plans.

- e) If the proposed pipeline needs to be replaced by a larger pipeline to serve condominium development, how would that impact the pipeline and related facilities proposed in the application.

Response

- a) No existing customers have indicated that they wish to discontinue service or be disconnected from Enbridge Gas at this time. Enbridge Gas remains obligated to serve the firm demands of its existing customers. Please see the response at Exhibit I.STAFF.1.
- b) , c) , d) , e)
11 customers identified as impacted are part of the Midland and Eglinton Plaza strip mall (2480 Eglinton Avenue East). There have been no communications with the owner (or related developer) of Midland and Eglinton Plaza strip mall regarding any development plans.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Pollution Probe ("PP")

INTERROGATORY

Question(s):

Are all components of the proposed pipeline and related proposed station designed to distribute hydrogen or just natural gas? If designed to distribute hydrogen in the future, please indicate what modifications were required to enable the infrastructure to be compatible with hydrogen.

Response

Pipelines currently being built or replaced are designed for use in natural gas service in accordance with the CSA Z662 standard. Enbridge Gas believes its pipeline system may be compatible with hydrogen blends or pure hydrogen with modifications or perhaps no required modifications. Enbridge Gas has proposed a Hydrogen Blending Grid Study as part of its 2024 Rebasing application,¹ to help identify and prioritize the sections of the gas grid most suitable for hydrogen blending and identify associated costs and benefits. These efforts underscore Enbridge Gas's proactive steps in working to ensure the gas grid of the future is able to deliver a lower carbon fuel to its customers.

¹ EB-2022-0200, Exhibit 4, Tab 2, Schedule 6, pp. 16 to 18

ENBRIDGE GAS INC.

Answer to Interrogatory from
Pollution Probe ("PP")

INTERROGATORY

Question(s):

- a) Enbridge estimates a total project cost of \$5.4 million in order to provide natural gas to 22 customers, or \$245k per customer. Please confirm this calculation or provide a corrected calculation if any elements is not correct.
- b) Please provide a copy of the agreement with Metrolinx that binds it to pay Enbridge for costs related to the proposed pipeline project.
- c) Subway extension plans have been cancelled or modified previously. Please provide the contract terms that ensure rate payers will not have to pay the project costs if the Scarborough Subway Extension project is cancelled.

Response

- a) Please see the response to Exhibit I.ED.6 part a), regarding the appropriateness of calculating a cost breakdown per customer.
- b) The legal framework consists of the following three separate agreements:
 - 1. Preparatory Activities Agreement that is entered into between Enbridge Gas and Metrolinx is included as Attachment 1 to this response.
 - 2. RFP Agreement that is entered into between Enbridge Gas and Metrolinx is included as Attachment 2 to this response.
 - 3. Utility Work Agreement ("UWA"), the form of which is attached to the RFP Agreement and ultimately entered into between Enbridge Gas and Metrolinx's Contractor (ProjectCo).

Collectively, these three agreements outline the process by which Enbridge Gas will complete design and construction activity, participate in Metrolinx's procurement process, complete any further design and construction activity with ProjectCo, and ultimately be reimbursed completely for all actual Project costs incurred by Enbridge Gas.

- c) Any costs incurred by Enbridge Gas will have the necessary contractual arrangements in place to ensure cost recovery regardless of any Metrolinx project deferral or cancellation.

As per Section 3.1 a) of the Preparatory Activities Agreement, Metrolinx shall reimburse Enbridge Gas for any Actual Costs incurred to complete the Enbridge Preparatory Activity. All Preparatory Activities, whether design or construction, is based on an Activity Request sent by Metrolinx to Enbridge Gas and is finalized through a subsequently executed Work Schedule between both parties. Therefore, even a cancellation of a Metrolinx program or project would not alleviate Metrolinx of its obligation to reimburse Enbridge Gas for any Actual Costs incurred.

Similarly, as per Section 1.4 a) of the UWA, Metrolinx's Project Contractor shall reimburse Enbridge Gas for any Actual Costs incurred in completing the Enbridge Gas Utility Work. Additionally, under Section 5.1 of the UWA, Enbridge Gas may request from Metrolinx's Contractor financial security in the form of one or more irrevocable letters of credit in an amount determined by Enbridge Gas to remain in effect for the duration of the term of the Agreement.

MASTER PREPARATORY ACTIVITIES AGREEMENT

SUBWAY PROGRAM

THIS AGREEMENT is made and entered into as of September 2, 2020

B E T W E E N:

METROLINX ("Metrolinx")

- and -

ENBRIDGE GAS INC. ("Enbridge")

RECITALS

1. Metrolinx has advised Enbridge that from time to time Metrolinx anticipates developing and constructing priority transit projects (each a **"Project"**) comprising the: (a) Ontario Line; (b) Scarborough Subway Extension; (c) Yonge North Subway Extension; and (d) Eglinton Crosstown West Extension (collectively, the **"Subway Program"**).
2. Construction of each Project will require, among other things, the design, redesign, relocation and/or reconfiguring to be performed by Enbridge in respect of certain infrastructure and improvements (including underground pipelines) owned or used by Enbridge for the distribution of natural gas to its customers (the **"Enbridge Infrastructure"**).
3. Metrolinx and Enbridge have determined that it is to their mutual benefit that this Agreement be developed to clarify their respective roles and responsibilities in respect of: (a) the temporary or permanent protection, removal, relocation, installation, construction, and/or reconfiguring, inspection and monitoring, and any design work related thereto to be performed by Enbridge in connection with the Enbridge Infrastructure; and (b) the development by Enbridge of the corresponding EGI Utility Work Plans (as such term is defined herein) associated with the Enbridge work identified in subsection (a) above necessary to allow the construction of each Project as planned by Metrolinx, all such work collectively referred to as the **"Enbridge Preparatory Activity"**. In this Agreement, **"Agreement"** means this Master Preparatory Activities Agreement as it may be amended, restated, replaced or supplemented from time to time
4. In order to facilitate its own work on each Project, Metrolinx may request in writing (each, an **"Activity Request"**) that Enbridge proceed with Enbridge Preparatory Activity, (as more particularly described in this Agreement) in order to permit Project related work to be commenced in the vicinity of the applicable Enbridge Infrastructure.
5. Such Enbridge Preparatory Activity will be undertaken at or in respect of certain physical locations to be identified in the relevant Activity Request (collectively the **"Work Locations"**, and each a **"Work Location"**).
6. The Enbridge Preparatory Activity shall comprise the following two separate and distinct components:
 - (a) the design and/or redesign of, the description of, and the drawings, plans and other specifications or requirements (including field work) relating to, any proposed Enbridge Relocation Activity (the **"Enbridge Design Activity"**); and
 - (b) relocating and/or reconfiguring certain sections of the Enbridge Infrastructure pursuant to EGI Utility Work Plans (the **"Enbridge Relocation Activity"**).

7. The purpose of this Agreement is to confirm the terms and conditions and the manner in which Enbridge will undertake and complete the Enbridge Preparatory Activity.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the sum of Two Dollars (\$2.00) now paid by each of the parties to the other, the above premises, the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of all of which are hereby acknowledged), the parties agree as follows:

ARTICLE I **PRINCIPAL TERMS**

1.1 Activity Requests

Metrolinx may from time to time hereafter submit to Enbridge an Activity Request in respect of a Project for the completion of certain Enbridge Preparatory Activity at one or more Work Locations. Any Activity Request for Enbridge Design Activity must be accompanied by the information and detail as provided for in Section 1 of the Standard Conditions and Assumptions as such term is defined in Section 1.5 hereof.

1.2 Work Description and Cost

(a) For each Project, in response to an Activity Request submitted to it hereunder, Enbridge will: (i) identify the activity as an Enbridge Design Activity or an Enbridge Relocation Activity (or both as applicable); (ii) prepare a description of the Enbridge Preparatory Activity at the relevant Work Location(s); (iii) identify estimated costs, expenses and overheads; and (iv) identify the corresponding estimated duration (in the case of Enbridge Relocation Activity only), and which estimated costs, expenses and overheads and estimated duration will be set out in Section 7, and if applicable Section 8 of a draft and unexecuted work schedule substantially in the form of **Schedule 1** attached to this Agreement (each a "**Draft Work Schedule**"). Enbridge shall endeavour to deliver the Draft Work Schedule within six (6) months after receiving an Activity Request.

(b) When providing a Draft Work Schedule to Metrolinx, Enbridge may also provide Metrolinx with those EGI Utility Work Plans comprising either preliminary drawings in the case of Enbridge Design Activity or out-to-construction drawings in the case of Enbridge Relocation Activity and that are referenced in such Draft Work Schedule. Draft Work Schedule(s), once accepted and executed by each of Metrolinx and Enbridge, will form a part of, and be incorporated into, this Agreement (each such fully executed work schedule, a "**Work Schedule**"). Each Work Schedule will include Enbridge's initial estimates of the costs, expenses and overheads associated with completing such Enbridge Preparatory Activity (the "**Estimated Costs**") and the timeframe (in the case of Enbridge Relocation Activity only) (the "**Estimated Duration**"), (the Estimated Costs and Estimated Duration collectively referred to as the "**Estimates**").

(c) Enbridge shall, having regard to and subject to the Standard Conditions & Assumptions, and based on the information provided by Metrolinx as part of an accepted Activity Request, exercise reasonable care in providing Estimates. For greater certainty, any cost, expense or timeframe estimates not specified as part of Section 7 or 8 of a Work Schedule are not Estimates for purposes of this Agreement and are provided on an as-is basis with no assurance as to their accuracy or reliability. If, and to the extent that a Work Schedule that only provides for Enbridge Design Activity requires amendment in order to include Enbridge Relocation Activity, the Work Schedule will be superseded and replaced with a new Work Schedule to reflect such additional Enbridge Relocation Activity and the Estimates to complete the Enbridge Preparatory Activity will also be consolidated and updated into a single Estimate in such new Work Schedule.

1.3 EGI Utility Work Plans

(a) The description of, the drawings (whether a preliminary drawings, out-to-construction drawings, or extracts of as-laid drawings) and in the case of extracts of as-laid drawings, comprising such

content and in such form as Enbridge determines appropriate at its sole discretion (the “**As-Laid Extracts**”), amendments to As-Laid Extracts, plans and other specifications relating to, and the Estimates for or in respect of, any Enbridge Preparatory Activity as set out in the relevant Work Schedule for such Enbridge Preparatory Activity, and including Verification Information (as defined in Section 2.3(e)) any and all amendments, changes, replacements or updates thereto or thereof from time to time are collectively referred to as the “**EGI Utility Work Plans**”.

(b) For certainty, the EGI Utility Work Plans includes all drawings, plans and other specifications prepared by Enbridge during any Enbridge Design Activity, regardless of whether or not such drawings, plans and other specifications result in any Enbridge Relocation Activity, or the generation of an Activity Request by Metrolinx in respect thereof. No changes shall be made or required to be made to any EGI Utility Work Plans, without the prior written approval of Enbridge and, in the case of a Variance Threshold that is proposed to be exceeded, the prior written approval of each of Enbridge and Metrolinx as provided for in Section 2.2(c). As-Laid Extracts will be created from an original as-laid drawing prepared under the supervision of an Ontario Land Surveyor (an “**OLS**”) and which original as-laid drawing will have been certified by an OLS on that basis.

1.4 Acknowledgement of Estimates

(a) Metrolinx acknowledges that the EGI Utility Work Plans, and each part thereof including the Estimates, provided to it from time to time by Enbridge (including in connection with the settlement of any Work Schedule) are drafts and/or estimates only, based on the information about the Enbridge Design Activity (and the proposed Enbridge Relocation Activity to which it relates) made available to Enbridge at the relevant time through an accepted Activity Request. Accordingly, notwithstanding either (i) the provision of Estimates within a Work Schedule and other details set out in any EGI Utility Work Plans or part thereof relating to such Work Schedule, or (ii) the issuance of, or terms or conditions of, any purchase order issued by Metrolinx to initiate either the Enbridge Design Activity, or any part of it, or any corresponding Enbridge Relocation Activity, but subject to the provisions of Sections 1.2, 1.4(b) and 2.1(b), Metrolinx shall reimburse Enbridge for all of Enbridge’s actual costs and expenses incurred in completing Enbridge Preparatory Activity pursuant to a Work Schedule (the “**Actual Costs**”) and which comprise: (i) costs and expenses of Enbridge labour, equipment and materials; (ii) third party costs and expenses; and (iii) internal overhead costs (as such term is defined in Section 3.2(b)). For clarity, the foregoing reimbursement will not exceed the Actual Costs incurred by Enbridge in connection with the relevant Enbridge Preparatory Activity.

(b) If (i) the Actual Costs incurred by Enbridge in completing any Enbridge Preparatory Activity exceed the purchase order or purchase orders issued by Metrolinx for such Enbridge Preparatory Activity, and (ii) such Enbridge Preparatory Activity is being completed in accordance in all material respects with the relevant Work Schedule presented to Metrolinx in connection with such Enbridge Preparatory Activity (including, in the case of Enbridge Relocation Activity, the EGI Utility Work Plans referred to therein), then Metrolinx shall reimburse Enbridge for its Actual Costs.

(c) In the case of Enbridge Relocation Activity, Enbridge will use its reasonable efforts to complete each Enbridge Preparatory Activity within the Estimated Duration; however, if Metrolinx causes or requests Enbridge to re-design any EGI Utility Work Plan that affects any Enbridge Preparatory Activity, the Estimated Duration may have to be extended, at the sole discretion of Enbridge. For certainty, Metrolinx acknowledges that any changes to a Project, including to the design or route of a Project, may have an impact on any Enbridge Preparatory Activity previously or then being undertaken by Enbridge, and may result in changes to the corresponding EGI Utility Work Plans and/or delays in the finalization of such Enbridge Preparatory Activity and related EGI Utility Work Plans.

1.5 Assumptions and Conditions

(a) Except to the extent specifically set out and identified in the relevant Work Schedule to the contrary, the completion of any Enbridge Preparatory Activity, including the Estimates for such Work Schedule, is conditional on the accuracy and correctness of the conditions and assumptions set out in Exhibit A to this Agreement (the “**Standard Conditions and Assumptions**”).

(b) Metrolinx acknowledges that if and to the extent that the Standard Conditions and Assumptions are not met in respect of a Work Location, or the conditions of a Work Location or for the Enbridge Preparatory Activity at or in respect of a Work Location deviate from those set out in the Standard Conditions and Assumptions, then the Estimates for such Enbridge Preparatory Activity may be impacted, and the parties shall review the revised Estimates in accordance with the procedure set out in Section 4.1.

1.6 Use and Ownership of EGI Utility Work Plans

(a) To the extent that Enbridge provides to Metrolinx the EGI Utility Work Plans, or any part thereof, whether as part of a Work Schedule or otherwise, any use of such EGI Utility Work Plans by any party, including any third-party, whether for its own purposes or for purposes of providing products or services to Metrolinx in connection with the Project, or for any other purpose, shall be without liability to Enbridge.

(b) In the case of As-Laid Extracts, Enbridge will, within sixty (60) Business Days following completion of the applicable Enbridge Preparatory Activity under the applicable Work Schedule, provide to Metrolinx the As-Laid Extracts pertaining to such Enbridge Preparatory Activity. In the event Enbridge identifies an error in an As-Laid Extract within twenty four (24) months following its delivery to Metrolinx and where such error requires an amendment to the underlying as-laid drawing, Enbridge will endeavour to notify Metrolinx in writing a timely manner and to supply the underlying amendment to the As-Laid Extract. The foregoing notification provision is a courtesy and not an obligation and Enbridge has no duty or responsibility to Metrolinx for any failure to identify an error or to notify Metrolinx thereof.

(c) Enbridge shall own all right, title and interest, including all intellectual property rights, in and to the EGI Utility Work Plans, and neither Metrolinx nor any other party shall acquire any right, title or ownership interest of any kind whatsoever therein.

(d) Without limiting the generality of Section 1.6(a), where Enbridge provides EGI Utility Work Plans including those that comprise extracts of as-built drawings of newly relocated Enbridge Infrastructure as documented by Enbridge, Metrolinx assumes the entire risk related in any way to any use of or reliance upon such EGI Utility Work Plans and acknowledges and agrees that the EGI Utility Work Plans: (i) may not reflect the actual location of Enbridge Infrastructure; (ii) shall not be used by any party for purposes of locating underground infrastructure; (iii) are provided on an as-is basis and Enbridge makes no guarantee, covenant, representation or warranty, whether express or implied, that the EGI Utility Work Plans are error-free or suitable for a particular purpose; (iv) comprise confidential and proprietary information of Enbridge and may only be used by Metrolinx in connection with the Project and made available to those third parties who have a need-to-know (or where disclosure is compelled by applicable law or as a result of judicial order provided notice of such disclosure is promptly made to Enbridge) and who provide Metrolinx with a written acceptance and agreement as to the foregoing sub-items (i)-(iv), copies of which agreements will be provided to Enbridge upon request.

(e) Metrolinx releases Enbridge from any and all claims, damages, costs, expenses or liabilities of whatever kind (in this Section 1.6(e) referred to collectively as “**claims**”) associated with its use of, or reliance upon, the EGI Utility Work Plans and/or the activities and processes set out in Section 2.3 of this Agreement or any claims made by Metrolinx arising from any use or reliance by any third party to whom Metrolinx makes available either the EGI Utility Work Plans or any of the outcomes of the activities and processes set out in Section 2.3 of this Agreement. Metrolinx will ensure that any third party to whom Metrolinx makes the EGI Utility Work Plans available, including without limitation any general contractor, technical or professional advisors (collectively the “**Contractor**”), executes a release in favour of Enbridge in form and substance acceptable to Enbridge. To the extent that Enbridge provides or has already provided to Contractor the EGI Utility Work Plans, or any part thereof, directly or indirectly, any use of such EGI Utility Work Plans by Contractor or by any other person or entity, whether for its own purposes or for purposes of providing products or services to Metrolinx in connection with the Project, or for any other purpose, shall be without liability to Enbridge.

1.7 Restriction

In no circumstance may Metrolinx undertake, conduct or perform, or permit or authorize any other person or entity to undertake, conduct or perform, any part of the Enbridge Preparatory Activity.

ARTICLE II
UNDERTAKING OF ENBRIDGE PREPARATORY ACTIVITY

2.1 Undertaking

(a) Subject to Section 2.1(b), Enbridge shall undertake the Enbridge Preparatory Activity based on the relevant Work Schedule and the Standard Conditions and Assumptions, and shall determine all matters relating to the quality, appropriateness and acceptability of the Enbridge Preparatory Activity. In undertaking and completing the Enbridge Preparatory Activity, Enbridge will do so in accordance with this Agreement and all applicable law (including regulatory requirements).

(b) Following finalization of a Work Schedule (by each of Metrolinx and Enbridge executing same pursuant to Section 1.2), Metrolinx will issue to Enbridge a purchase order for the relevant Enbridge Preparatory Activity related to such Work Schedule. Enbridge shall not undertake any Enbridge Preparatory Activity, except pursuant to purchase orders issued by Metrolinx from time to time; provided that, if Metrolinx fails to issue a purchase order for any particular component of the Enbridge Preparatory Activity within ten (10) Business Days of receipt of a request for it by Enbridge to Metrolinx, then Enbridge may on ten (10) Business Days' written notice, determine not to commence or undertake such part of the Enbridge Preparatory Activity, and may do so without any liability to Metrolinx or any other person or entity as a result thereof.

(c) For certainty, notwithstanding the terms or conditions of any purchase order issued by Metrolinx in connection with any of the Enbridge Preparatory Activity as contemplated in this Agreement, the terms and conditions of this Agreement shall govern the completion of the Enbridge Preparatory Activity and the parties' obligations in respect thereof. For further certainty, it is intended that the terms of any such purchase order be consistent with and be governed by the terms of this Agreement.

2.2 Material Changes to the EGI Utility Work Plans

(a) Enbridge shall endeavour, where technically and commercially feasible as determined by Enbridge in its sole discretion, to complete all Enbridge Preparatory Activity in accordance with the relevant EGI Utility Work Plans and Work Schedule. Further, Enbridge will endeavour, where it determines it is practical to do so, to provide Metrolinx with written notification of any material changes to the EGI Utility Work Plans. However, Metrolinx acknowledges that the Enbridge Preparatory Activity will be completed by Enbridge based on a variety of influences, including actual Work Location conditions determined while completing such Enbridge Preparatory Activity, and that such Enbridge Preparatory Activity may vary from the EGI Utility Work Plans.

(b) If any Enbridge Preparatory Activity is not able to be completed in accordance in all material respects with the scope of Enbridge Preparatory Activity as set out in the applicable Work Schedule and as a result an amendment is needed to the applicable Work Schedule, then Enbridge shall consult with Metrolinx in development of an alternative scope of Enbridge Preparatory Activity and an Estimate to correspond with such alternative scope of Enbridge Preparatory Activity that is mutually acceptable to both parties as documented in a written amendment to the applicable Work Schedule and thereupon Metrolinx shall issue a further purchase order in respect thereof pursuant to Section 2.1.

(c) Without limiting Sections 2.2(a) and 2.2(b), if and to the extent that the actual site conditions encountered at a Work Location while completing Enbridge Preparatory Activity require that it vary from the applicable EGI Utility Work Plans by more than the Variance Threshold, (defined below), then Enbridge shall promptly notify Metrolinx in writing of the need for such Variance Threshold and obtain the prior written approval of Metrolinx, which approval will not be unreasonably withheld.

- (d) any “**Variance Threshold**” means with respect to the proposed or actual placement of Enbridge Infrastructure as part of the Enbridge Preparatory Activity:
 - (i) any horizontal variance (plus or minus) by the lesser of: 0.3 metres and such variance as may be permitted by the applicable municipal public utility coordinating committee; or
 - (ii) any vertical variance (plus or minus) by the lesser of 0.6 metres; and such variance as may be permitted by the applicable municipal public coordinating committee.

2.3

Verification

- (a) Enbridge shall, with such intervals and at such locations as are specified in a Work Schedule (each, a “**Data Delivery Segment**”), deliver data that has been collected by a contractor of Enbridge (which contractor shall either be an Ontario Land Surveyor (an “**OLS**”) or a contractor under the supervision of an OLS) in the course of, and at the time of, completing the applicable Enbridge Preparatory Activity within such Data Delivery Segment. Such data will comprise georeferenced coordinates measured at least every 30 metres (the “**GPS Point Frequency**”) unless Enbridge determines that field conditions make such GPS Point Frequency impractical in which case the GPS Point Frequency will be as specified by Enbridge. In connection with the foregoing, the following applies:
 - (b) In the case of unexposed Enbridge Infrastructure completed using trenchless installation or where the trench has been backfilled due to site conditions, the georeferenced coordinates will be based upon the recorded location of installation of Enbridge Infrastructure as measured by the applicable tool, and/or as assessed by the applicable operator of such tool or as such Enbridge Infrastructure may be identified by stakes or paint marks (“**surface marking**”), and which surface marking will be completed by an Enbridge contractor who will not be an OLS or under the supervision of an OLS.
 - (c) In the case of exposed Enbridge Infrastructure, the georeferenced coordinates will be based on the recorded location of the exposed Enbridge Infrastructure as measured to specific identifying features.
 - (d) All such aforementioned data is referred to as the “**GPS Data**”. For clarity GPS Data: (1) includes only Enbridge Infrastructure comprising natural gas mains and associated valves and fittings but excludes all other Enbridge Infrastructure including natural gas services; (2) is intended for use only with the datums referenced with the GPS Data; (3) is constrained as to its accuracy and reliability by certain limitations to physically identify the location of Enbridge Infrastructure; and (4) does not constitute a locate of underground infrastructure as contemplated by applicable laws.
 - (e) The GPS Data, once available for a given Data Delivery Segment will be delivered to Metrolinx together with such corresponding OLS certification as is required under this Agreement (the “**OLS Certification**”) (the GPS Data and OLS Certification being collectively referred to as the “**Verification Information**”).
 - (f) Following receipt of the Verification Information:
 - (i) Provided the plotted GPS Data falls within the Approved Alignment Lands (defined below) as confirmed by such OLS Certification, Metrolinx shall provide written confirmation of the Verification Information (each a “**Verification Confirmation**”) to Enbridge no later than ten (10) Business Days following receipt thereof; or
 - (ii) If Metrolinx believes that the GPS Data falls outside of the Approved Alignment Lands Metrolinx shall promptly notify Enbridge in writing of the specifics of such potential discrepancy, and no event later than ten (10) Business Days following

receipt of the Verification Information (each a “**Verification Discrepancy**”), following which the parties will promptly meet to review same with the objective of achieving a practical and timely resolution thereof.

- (g) It is acknowledged and agreed that the OLS Certification does not certify the accuracy of the GPS Data or the actual location of the Enbridge Infrastructure; rather, the OLS Certification is a certification that the Enbridge Infrastructure as represented by the GPS Data is located within:
 - (i) the lands identified in the applicable Work Orders referenced in the applicable Work Schedule;
 - (ii) in the case of an in-field design change for the applicable Enbridge Preparatory Activity where such in-field design change falls within the Variance Threshold and does not require Metrolinx approval, the lands that are the subject of such in-field design change;
 - (iii) in the case of an in-field design change for the applicable Enbridge Preparatory Activity and where such in-field design change falls outside the Variance Threshold and has been approved in writing by Metrolinx pursuant to Section 2.2(c), the lands that are the subject of such in-field design change; and
 - (iv) in the case of an Alignment Resolution as provided for pursuant to Sections 2.3(h) and 2.3(i), the lands that are subject to such Alignment Resolution

(such lands for the applicable Enbridge Preparatory Activity collectively referred to as the “**Approved Alignment Lands**”).
- (h) If Metrolinx has identified a Verification Discrepancy (defined below), the parties will meet to consider it. If the parties determine that the Enbridge Preparatory Work for any given Data Delivery Segment is not within the Approved Alignment Lands (an “**Alignment Discrepancy**”) the parties agree to work collaboratively and reasonably to reach a mutually agreed upon resolution on the Alignment Discrepancy (each an “**Alignment Resolution**”) taking into account technical, operational and financial concerns. Such Alignment Resolution will comprise any one or more of the following:
 - (i) Adjustment of the Approved Alignment Lands to accommodate the Alignment Discrepancy. This may include altering the underlying transit design and/or adjusting the Enbridge design requirements;
 - (ii) Alteration of the relevant Enbridge Preparatory Work where such alteration does not require an amendment to the applicable Work Schedule; and/or
 - (iii) Amendment of the scope of the relevant Enbridge Preparatory Work and/or reperformance of all or portions of the relevant Enbridge Preparatory Work as provided for or pursuant to Section 2.2(b).
- (i) Following completion of the Alignment Resolution, the process set out above in this Section 2.3 will be repeated in order to obtain Verification Confirmation. The Enbridge Preparatory Activity for a given Work Schedule will be completed following (i) completion of the applicable Enbridge Preparatory Activity; and (ii) receipt of applicable Verification Confirmations for the Data Delivery Segments set out in such Work Schedule

2.4 **Third-Party Contractors**

In connection with the performance of the Enbridge Preparatory Activity, Enbridge may engage the assistance of various third-party contractors as it may, in its sole discretion, determine are

necessary or appropriate. Enbridge confirms that any third-party contractors engaged by Enbridge to perform Enbridge Preparatory Activity will do so in accordance with a written contract entered into in the ordinary course of Enbridge's business and that all such third-party contractors shall be satisfactory to Enbridge. Whether or not Enbridge engages third-party contractors to perform some or all of the Enbridge Preparatory Activity, Enbridge is not relieved of its obligations under this Agreement

2.5 Timing and Changes

(a) Enbridge will use its reasonable efforts to complete all Enbridge Relocation Activity within the Estimated Duration set out in the relevant Work Schedule. However, Metrolinx acknowledges that delays may be possible and such timeframe may be unattainable due to factors beyond Enbridge's control. Enbridge shall not be responsible for any costs, losses or damages incurred by Metrolinx or any other person or entity as a result of any such delay. Such delays include such delays as may result from the requirement to comply with the process for disclosure to third parties in section 4 of the Confidentiality Agreement dated as of March 18, 2020 between Metrolinx, Ontario Infrastructure and Lands Corporation and Enbridge, as it may be amended from time to time (the "**Confidentiality Agreement**").

(b) During performance of all Enbridge Preparatory Activity, Enbridge will use reasonable efforts to keep Metrolinx reasonably informed of: (i) the status and timing of performance of the Enbridge Preparatory Activity, (ii) any matters which may materially affect the Estimates for the applicable Enbridge Preparatory Activity, and (iii) any material changes to such Estimates.

(c) From time to time Enbridge, based on the information available to Enbridge and in accordance with Enbridge's usual forecasting and accounting process, shall make reasonable efforts to provide Metrolinx with a financial update for a Work Schedule indicating that part of the Actual Costs comprising third party costs and expenses and that have been incurred by and invoiced to Enbridge up to the date specified in the financial update. Any such financial update does not represent the final Actual Costs, is non-binding and is provided on an as-is basis with no assurance as to its accuracy or reliability.

2.6 Safety

(a) In completing Enbridge Relocation Activity, Enbridge or its contractor will assume the role of constructor as defined in the *Occupational Health and Safety Act*, R.S.O. 1990, Chapter O.1 and the regulations thereunder (the "**OHSA**") and will remain responsible for fulfilling and shall comply with all applicable obligations pursuant to the OHSA. Enbridge represents and warrants that it is familiar with the obligations imposed on it under the OHSA and that it has and maintains safety procedures and policies consistent with its obligations under the OHSA including the Enbridge Life Saving Rules.

(b) Prior to commencing Enbridge Relocation Activity at a Work Location, Enbridge and Metrolinx will meet to review and discuss those aspects of the Enbridge Relocation Activity that could affect Metrolinx operations or other stakeholders at a Work Location, including without limitation Work Location specific safety concerns and priorities. At such meeting Enbridge will notify Metrolinx as to the specific Enbridge contractor that will be fulfilling the role of constructor pursuant to the OHSA at such Work Location. If and to the extent either party identifies a safety related concern with respect to a Work Location and requests to meet with the other party, both parties shall meet as soon as possible and in no event later than twenty-four (24) hours following receipt of request for such meeting.

(c) Where a notifiable and/or reportable incident as prescribed in the OHSA (collectively a "**Reportable Incident**") with respect to the Enbridge Relocation Activity, Enbridge will promptly notify Metrolinx of such Reportable Incident.

(d) Enbridge and Metrolinx will work collaboratively to develop a media communication plan as it relates to the Enbridge Relocation Activity.

ARTICLE III
PAYMENT FOR ENBRIDGE PREPARATORY ACTIVITY

3.1 Invoices and Payment

(a) Invoices for Enbridge Preparatory Activity will be provided by Enbridge to Metrolinx from time to time. Such invoices will reference purchase orders relating to the relevant Enbridge Preparatory Activity, which purchase orders will be issued to Enbridge by Metrolinx as provided in Section 2.1. For certainty, Metrolinx shall pay Actual Costs incurred in accordance with this Agreement in completing the Enbridge Preparatory Activity, as provided in Section 1.4. For certainty, and notwithstanding the Estimates, Metrolinx shall pay Enbridge's Actual Costs incurred in completing the Enbridge Preparatory Activity with applicable taxes in respect of the federal Goods and Services Tax or Harmonized Sales Tax. In the event that any amount becomes payable as a result of a breach, amendment or termination of this Agreement, and, if section 182 of the *Excise Tax Act* (Canada) applies to that payment, then the amount payable by Metrolinx shall be increased by an amount equal to the applicable tax rate multiplied by the amount payable, and Metrolinx shall pay the increased amount.

(b) Reimbursement of all of Enbridge's Actual Costs in completing Enbridge Preparatory Activity in accordance with the terms of this Agreement is authorized and triggered through the commencement of the relevant Enbridge Preparatory Activity by Enbridge, and by the issuance by Metrolinx of the corresponding purchase order. Metrolinx shall fully pay all invoices provided by Enbridge to Metrolinx pursuant to the terms of this Agreement within sixty (60) days of delivery of the relevant invoice to Metrolinx. Metrolinx will not, for any reason or under any circumstance, be allowed to deny, hold back or set-off against or delay payment to Enbridge of any invoice provided by Enbridge hereunder. The foregoing sentence does not preclude Metrolinx from exercising its rights pursuant to Section 3.2 or Article VI (Dispute Resolution).

(c) If and to the extent Enbridge Preparatory Activity at a Work Location involves a crossing of a Metrolinx rail corridor then, notwithstanding any term of the applicable crossing agreement or work permit issued by Metrolinx thereunder requiring Enbridge to be responsible for some or all of the costs and expenses of such rail crossing (the "**crossing cost allocation**"), such crossing cost allocation will not apply and that the reimbursement provisions hereunder shall govern and control.

(d) For the purpose of Enbridge establishing, and Metrolinx reimbursing, the amount of any third party costs and expenses incurred by Enbridge forming part of the Actual Costs, Enbridge shall provide to Metrolinx an invoice therefor itemizing such third party costs and expenses with the name of each third party provider and the amount of the relevant invoice(s) received by Enbridge from such provider, together with a certificate of a senior representative of Enbridge stating that (i) all such amounts have been properly incurred by Enbridge in connection with Enbridge Preparatory Activity or the fulfillment of its obligations under this Agreement, (ii) Enbridge has paid the full amount of such invoice(s), and (iii) the amount reflected on the Metrolinx invoice is the amount set out on the invoice(s) received by Enbridge from the relevant third party provider. For certainty, Metrolinx shall not be entitled to require or receive any additional documentation in support of such invoice(s), and shall remit payment therefor as contemplated in this Agreement.

3.2 Review Rights – Books and Records

(a) Metrolinx may, at its expense, at a mutually agreeable date and time, but subject to Section 3.1(d), attend at Enbridge's offices to review such parts of Enbridge's books and records, and Enbridge agrees to make such books and records available for such review, as may reasonably be required by Metrolinx to verify the Actual Costs invoiced to Metrolinx hereunder for any Enbridge Preparatory Activity. Metrolinx covenants and agrees that it shall not disclose to any other person or entity any of the information reviewed by it under this paragraph, without the prior written consent of Enbridge, or unless required by applicable law. Further, Metrolinx shall not be entitled to remove, make copies of or otherwise reproduce any of Enbridge's books and records reviewed or made available to Metrolinx hereunder.

(b) Metrolinx acknowledges and accepts that, as part of Enbridge's Actual Costs incurred in completing any Enbridge Preparatory Activity, Enbridge attributes and allocates its internal overhead costs

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at a rate of thirty-five per cent (35%) of those third party costs and expenses that form a part of Actual Costs, including planning and design overhead and construction overhead, for the relevant Enbridge Preparatory Activity ("**internal overhead costs**"), and that there will be no other books or records to support such internal overhead costs, and that such internal overhead costs will be reflected as a line item on each invoice issued by Enbridge hereunder.

3.3 Final Accounting and Payment – Enbridge Preparatory Activity

(a) Within twenty-four (24) months of the completion of the relevant Enbridge Preparatory Activity (other than any restoration work if applicable) for a particular Work Location, Enbridge will determine the final amount of the Actual Costs incurred to complete the relevant Enbridge Preparatory Activity, and shall notify Metrolinx of such final amount of the Actual Costs. Enbridge shall provide to Metrolinx an invoice for the amount, if any, remaining owing by Metrolinx to Enbridge in respect of such Enbridge Preparatory Activity, as identified in such determination, and Metrolinx shall pay any such balance owing within sixty (60) days of receipt of such invoice.

(b) Notwithstanding the foregoing, if the applicable municipality invoices Enbridge for any restoration work associated with the Enbridge Preparatory Activity at any time after the issuance of the foregoing invoice, Metrolinx agrees that it shall either remit payment for such municipal invoice directly to the applicable municipality (as directed on the relevant invoice) or remit payment therefor to Enbridge forthwith following delivery of such municipal invoice to Metrolinx by Enbridge, and where the applicable municipality invoices Metrolinx directly for any such restoration work, Metrolinx shall remit payment for such municipal invoice directly to the applicable municipality.

ARTICLE IV **SETTLEMENT OF WORK SCHEDULE**

4.1 Settlement Process

(a) Upon receipt of an Activity Request and where such Activity Request has been accepted by Enbridge, Enbridge shall determine the nature and extent of the Enbridge Preparatory Activity required to be completed in respect of or at the relevant Work Location, as well as the Estimates of completing such Enbridge Preparatory Activity and which will be referenced in a Draft Work Schedule.

(b) Following receipt of the Draft Work Schedule, Metrolinx shall notify Enbridge whether Metrolinx (i) accepts the Draft Work Schedule, or (ii) requires revisions to the Draft Work Schedule.

(c) If Metrolinx accepts the Draft Work Schedule, then following execution of such Work Schedule by both parties it shall be and be deemed to be the Work Schedule for such Work Location, and shall become a part of and incorporated into this Agreement, as provided in Section 1.2 above.

(d) If Metrolinx requires revisions to the Draft Work Schedule, then it shall simultaneously outline to Enbridge the components of the Draft Work Schedule that require revision and the reasons therefor. Thereafter, Enbridge and Metrolinx shall work diligently to settle the Draft Work Schedule, until Metrolinx accepts the Draft Work Schedule, at which time the provisions of Section 4.1(c) shall apply.

(e) If Metrolinx fails to accept the Draft Work Schedule as prepared or revised by Enbridge, then Enbridge may refuse to perform, or complete, the relevant Enbridge Preparatory Activity at and for such Work Location, and without any liability to Metrolinx or any other person or entity as a result thereof.

(f) Metrolinx will issue a purchase order for each Work Schedule established pursuant to Section 1.2 above. However, if Metrolinx fails to issue a purchase order as required under Section 2.1(b), Enbridge may nevertheless commence the Enbridge Preparatory Activity which is the subject of a Work Schedule that has been executed by both parties as provided in Section 1.2 and this Section 4.1 regardless of whether the relevant purchase order has been issued, and the commencement of such work in the

absence of such purchase order does not impact the obligation of Metrolinx set out in this Agreement to reimburse Enbridge for it.

4.2 Cooperation

Metrolinx will cooperate with, and provide information and reasonable assistance to, Enbridge, as requested by Enbridge from time to time, in order to permit Enbridge to prepare each Draft Work Schedule, and to complete the Enbridge Preparatory Activity.

ARTICLE V **INSURANCE, INDEMNIFICATION AND RELEASE**

5.1 Metrolinx and Enbridge Insurance

Each party covenants to maintain the following insurance for the duration of all Enbridge Preparatory Activities and a period of two (2) years thereafter:

- (a) commercial general liability insurance protecting against all claims which might arise as a result of each party's activities under the terms of this Agreement including bodily injury, death or property damage, and which insurance shall include a cross liability with severability of interest clause of standard wording. Such insurance shall have limits of Ten Million Dollars (\$10,000,000) per occurrence and in the aggregate. Each party's policy of insurance shall include the other party as an additional insured; and
- (b) automobile liability insurance which shall have limits of Five Million Dollars (\$5,000,000) inclusive per occurrence for bodily injury, death and damage to property and for meeting statutory accident benefits requirements in respect of all licensed vehicles used in connection with the performance of the terms of this Agreement whether such vehicles are owned, non-owned, leased or hired.

5.2 Indemnification

- (a) Metrolinx hereby indemnifies Enbridge and Enbridge's directors, officers, shareholders, employees **and** representatives (each, an "Indemnified Party", and collectively, the "Indemnified Parties") against and saves and holds them harmless from any and all claims, demands, liabilities, damages, losses, costs, or expenses (collectively, "Losses") suffered or incurred by any of the Indemnified Parties resulting from or arising out of or related to any claim or allegation by Metrolinx or by any third-party (including any third-party engaged, directly or indirectly, by Metrolinx in connection with **the** Project) that performance of the Enbridge Preparatory Activity or any failure to perform any of the Enbridge Preparatory Activity or the timing of such performance, or the performance or failure to perform by Enbridge of any of its other rights or obligations under this Agreement, resulted in, contributed to, or was a cause of any claims, demands, liabilities, damages, losses, costs, or expenses suffered or incurred by Metrolinx or by any such third-party.
- (b) The foregoing indemnity shall:
 - (i) not apply to Losses to the extent resulting from the grossly negligent acts or willful misconduct of an Indemnified Party (the "**indemnification exception**"), provided that the indemnification exception shall have no application as it relates to Losses that in any manner relate to the EGI Utility Work Plans, and/or the activities and processes set out in Section 2.3 of this Agreement; and
 - (ii) include legal expenses incurred by the Indemnified Party to defend any action, suit or proceeding commenced by Metrolinx or by any such third-party.

5.3 **Release**

Except to the extent Losses resulting from the gross negligence or willful misconduct of an Indemnified Party, Metrolinx hereby releases each of the Indemnified Parties from any and all Losses suffered or incurred by Metrolinx or any of its directors, officers, shareholders, employees or representatives resulting from or arising out of or related to performance of the Enbridge Preparatory Activity, or any part of it, or any failure to perform any of the Enbridge Preparatory Activity, or the timing of such performance, or the performance or failure to perform by Enbridge of any of its other obligations under this Agreement, or reliance by any person or entity on the EGI Utility Work Plans, or any part thereof.

ARTICLE VI **DISPUTE RESOLUTION**

6.1 **Resolution Procedure**

If any question, difference or dispute arises between the parties to this Agreement in respect of any matter arising under this Agreement or in relation to the construction of this Agreement (each, a “**Dispute**”), then (except in the case of an emergency):

- (a) In the first instance, the Dispute shall be referred to the respective parties' representatives primarily dealing with the subject matter of the Dispute who will meet and attempt in good faith using commercially reasonable efforts to resolve the Dispute within 20 Business Days after the Dispute arose; and
- (b) If such representatives are unable to resolve the dispute within such 20 Business Days, they will refer the dispute to their respective applicable senior management who will meet and attempt in good faith using commercially reasonable efforts to resolve the Dispute within 20 Business Days after referral of the Dispute to them.

6.2 **Mediation Procedure**

If the parties are not able to resolve the Dispute as contemplated under Section 6.1, then upon written notice by either party, the Dispute shall be referred to mediation. A single mediator shall be appointed by agreement of the parties, and such mediator shall endeavour to settle the Dispute as soon as practicable and in any event within 30 days after the Dispute was referred to the mediator.

6.3 **Failure to Settle**

- (a) If a mediator is not appointed within 30 days after the parties are unable to resolve the Dispute under Section 6.1, or if the parties are not able to resolve the Dispute (regardless of whether a mediator is appointed) within 90 days after delivery of the referral notice of the Dispute to mediation, then the parties shall be entitled to pursue, including by litigation, whatever rights and remedies are available to them, at law or in equity including under the *Building Transit Faster Act, 2020* (Ont.).
- (b) Despite any ongoing Dispute, the parties shall continue to perform each of their roles and responsibilities set out in the Agreement except to the extent that the resolution of the Dispute is required to proceed with such roles and responsibilities.

ARTICLE VII **GENERAL PROVISIONS**

7.1 **Termination by Metrolinx**

Metrolinx may, in its discretion, terminate this Agreement or any Enbridge Preparatory Activity to be undertaken pursuant to this Agreement, by notice to Enbridge; provided that, in such event, PAA Final – Enbridge - MX Subways

Metrolinx shall be responsible to and shall reimburse Enbridge for all of Enbridge's Actual Costs incurred (i) in performance of all Enbridge Preparatory Activity to the effective date of such termination, (ii) in demobilizing, suspending or ceasing all affected Enbridge Preparatory Activity, and (iii) in restoring all affected Enbridge Infrastructure to a condition which permits the safe, continued operation of such Enbridge Infrastructure and which, for certainty, may include the need for Enbridge to complete the relevant Enbridge Preparatory Activity (in each case, as determined by Enbridge in its sole discretion).

7.2 Relationship of the Parties

It is understood and agreed that the parties' relationship is not that of a partner and/or agent and that neither party nor any of its employees or agents shall have any power, authority or right to act as an agent for the other or make any representation or incur any obligation on behalf of or bind the other in any manner.

7.3 Rules of Interpretation

In this Agreement the following rules shall apply to the interpretation thereof: words denoting the singular include the plural and vice versa and words denoting any gender include all genders; the words “**include**”, “**includes**” and “**including**” and other similar words and expressions shall in all cases be deemed to be followed by the words “without limitation”; “**Business Day**” means any day except Saturday, Sunday or any day other than Saturday or Sunday on which banks are generally not open for business in the City of Toronto; any reference to a statute shall mean the statute in force as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated and/or replaced, from time to time, and any successor statute thereto, unless otherwise expressly provided; when calculating the period of time within which or following which any act is to be done or step taken, the date which is the reference day in calculating such period shall be excluded; unless otherwise specifically noted herein, all dollar amounts are expressed in Canadian currency; the division of this Agreement into separate Articles, Sections, subsections and Schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement; and except as otherwise specifically defined or provided for in this Agreement, words or abbreviations which have well known or trade meanings are used in accordance with their recognized meanings. If any payment or other action is required to be made or done under this Agreement on a day that is not a Business Day, then such act or step may be made or done on the next Business Day.

7.4 Excusable Delay/Force Majeure

In the event that either party is prevented, delayed or interrupted in performing its obligations under this Agreement due to any occurrence beyond its control, (but not including lack of funds) such as, but not limited to, acts of God, pandemic, flood or other disaster or other severe weather situations, acts of war, riot, fire, strikes, walkout or communication line or power failure, or gas transmission or distribution network integrity failure or requirements, then such prevention, delay or interruption shall not be construed to be a default under this Agreement and neither party shall be liable to the other for any prevention, delay or interruption in the performance of such obligations resulting from such occurrence or any loss or damage resulting therefrom.

7.5 Assignment

No party shall assign or transfer this Agreement or any part hereof, or any of its respective rights or obligations hereunder, without the prior written consent of the other party.

7.6 Entire Agreement

This document embodies the entire agreement of the parties with respect to the subject matter hereof and there are no additional terms, conditions, representations, inducements and/or warranties of any kind or nature whatsoever existing among the parties hereto other than as set forth or incorporated or specifically contemplated herein (including pursuant to a Work Schedule).

7.7 **Amendment**

This Agreement may not be modified or amended, except by a writing signed by each of the parties.

7.8 **Notice**

Any notice, consent, approval, agreement, writing or other communication required or permitted under this Agreement (each, a “**Notice**”) shall be in writing. Any Notice delivered or to be delivered by a party shall be sufficiently given if delivered personally or faxed or emailed to the party at the addresses set out below (or such other addresses as Metrolinx or Enbridge may designate by notice from time to time), and shall be deemed to be received, if delivered, on the day of delivery, or if faxed, on the next following day or if emailed on the day of delivery as recorded in the electronic mail system of the sender; provided that in each case if such day is not a Business Day, it shall be deemed to have been received on the next following Business Day.

To Enbridge:

Enbridge Gas Inc.
101 Honda Boulevard,
Markham, Ontario L6C 0M6
Attention: Tara Kuuskman, Supervisor, Transit

Email: tara.kuuskman@enbridge.com

To Metrolinx:

Metrolinx
20 Bay Street, Suite 600,
Toronto, Ontario, M5J 2W3
Attention: Director, Third Parties
Fax: 416-869-1755

With a copy to:

Michael Kitagawa
Metrolinx Law Department
97 Front St. West, Toronto, Ontario, M5J 1E6
Fax: 416-869-1755
Email: Michael.Kitagawa@metrolinx.com

7.9 **Law of Contract**

This Agreement shall be construed and enforced in accordance with and the laws in force in the Province of Ontario, which laws shall govern the rights of the parties.

7.10 **Parties in Interest**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

7.11 **Third Parties**

Except as specifically set forth or referred to herein, nothing herein is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

7.12 **Confidentiality**

It is acknowledged and agreed that the EGI Utility Work Plans comprise Confidential Information of Enbridge pursuant to the Confidentiality Agreement and may not be used or disclosed by Metrolinx other than as expressly provided for in this Agreement.

7.13 Further Assurances

Each of the parties shall upon the request of the other party, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, documents, assignments, transfers, conveyances and assurances as may be reasonably necessary to give full effect to this Agreement.

7.14 Counterparts and Signatures

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement. The execution of this Agreement by a party and the fax or PDF (email) transmission of such execution to the other party shall be as binding on the parties as if an original signature of the relevant party had been provided.

[end of text]
[the next page is the signing page]

IN WITNESS WHEREOF this Agreement has been executed by the parties as of the year and date first above written under the hands of their proper officers duly authorized in that behalf.

METROLINX

By: _____
Name:
Title:

By: _____
Name:
Title:

I/We have authority to bind the Corporation

ENBRIDGE GAS INC.

By: _____
Name:
Title:

I have authority to bind the Corporation

Exhibit A – Standard Conditions and Assumptions
Schedule 1 – Form of Work Schedule

EXHIBIT A

to the Enbridge Master Preparatory Activity Agreement

STANDARD CONDITIONS AND ASSUMPTIONS

The following are some of the conditions and assumptions which have been made by Enbridge in connection with Activity Requests and the Enbridge Preparatory Activity. For certainty, any variation from these and other variables affecting the Enbridge Preparatory Activity may impact the EGI Utility Work Plans associated with the relevant Enbridge Preparatory Activity.

1. Activity Requests for Enbridge Design Activity

The following are the conditions which apply to, and/or must be met or complied with by Metrolinx in order to submit an Activity Request for Enbridge Preparatory Activity relating to design/redesign of Enbridge Infrastructure:

- (a) A definitive development footprint for a Project with all external development boundaries identified and the "**Development Footprint**") together with a legal description of all properties and corresponding ownership interests and registered encumbrances of properties within the Development Footprint and for all properties sharing a boundary with the Development Footprint (the "**Boundary Lands**"), all as referenced in a legal survey prepared and stamped by an Ontario Land Surveyor.
- (b) Identification of areas of conflict as between the Project and the Enbridge Infrastructure within the Development Footprint as provided through the existing Enbridge mark-ups process ("Enbridge Infrastructure Conflicts").
- (c) Property acquisition plans relating to the Development Footprint and Boundary Lands.
- (d) If available, preliminary or concept designs of the Project as it relates to the Development Footprint.
- (e) Identification of the applicable category of Enbridge Preparatory Activity.
- (f) Such other conditions as Enbridge, acting reasonably and in a manner consistent with the Agreement, may determine are appropriate in the circumstances.

2. General Conditions

The following are the general conditions which apply to the Enbridge Preparatory Activity:

- (a) The Enbridge Preparatory Activity will be carried out by Enbridge in accordance with (i) Enbridge's usual standards, policies, procedures, specifications and processes (which will not be disclosed or provided to Metrolinx except as Enbridge determines is required for purposes of coordinating the Enbridge Preparatory Activity with Metrolinx and its third-party contractors), Enbridge's Life Saving Rules and Enbridge's 'Statement of Business Conduct' (a copy of which has been provided to Metrolinx) and (ii) applicable laws.
- (b) Enbridge shall determine all matters relating to the quality, appropriateness and acceptability of the Enbridge Preparatory Activity.
- (c) In matters pertaining to the Enbridge Preparatory Activity, Enbridge will follow its own standards, practices, procedures or similar requirements, notwithstanding any conflict with

any standards, practices, procedures or similar requirements of Metrolinx or any of its third-party contractors.

- (d) Enbridge will coordinate with Metrolinx and its third-party contractors for the completion of the Enbridge Preparatory Activity, including informing Metrolinx and its third-party contractors of the scheduled energization of the relocated gas mains, and representatives of Enbridge and Metrolinx or such third-party contractors shall meet in such manner and at such times as either of them consider necessary or advisable in order to ensure the coordination of the Enbridge Preparatory Activity and that there is an agreed understanding of their respective roles and responsibilities, as applicable, at the Work Locations, as contemplated in these Standard Conditions and Assumptions.
- (e) Enbridge will be responsible for obtaining: (i) necessary permits to allow Enbridge to complete the Enbridge Preparatory Activity within the applicable municipal right-of-way, including any road-cut permits and road occupancy permits; and (ii) utility locates in connection with the Enbridge Preparatory Activity prior to commencing the Enbridge Preparatory Activity.
- (f) Enbridge Preparatory Activity requiring access to Metrolinx owned lands at a Work Location will require a work permit from Metrolinx as a condition of being granted such access.
- (g) In emergency or life-threatening situations related to any of the Enbridge Preparatory Activity, as determined solely by Enbridge, Enbridge shall have the authority to issue instructions, which shall be immediately followed and implemented in full by Metrolinx and its third-party contractors.
- (h) No changes shall be made or required to be made to any EGI Utility Work Plans, without the prior written approval of Enbridge.
- (i) Enbridge shall determine all matters relating to site safety and occupational health and safety pertaining to the Enbridge Preparatory Activity including related requirements and obligations under federal and provincial laws and regulations (including under the *Technical Standards and Safety Act, 2000* S.O. 2000, C.16 and the OHSA).
- (j) Metrolinx and its third-party contractors will recognize Enbridge or its contractor as the constructor under the OHSA at the Work Locations during performance of the Enbridge Preparatory Activity and will comply with the Enbridge's health and safety programs while at the Work Locations during performance of the Enbridge Preparatory Activity.
- (k) All gas related work for the Project, including energization of the relocated gas mains, is to be conducted solely by Enbridge, and without interruption from or delay caused by other contractors or parties.

3. Required Site Conditions:

The following are some of the general site conditions which must be provided by Metrolinx or its third-party contractors in connection with the Enbridge Preparatory Activity. For certainty, this is not intended to be an exhaustive list of such required site conditions, and Enbridge may identify from time to time other such conditions required for completion of the Enbridge Preparatory Activity.

- (a) Enbridge will require exclusive access to the Work Locations throughout completion of the Enbridge Preparatory Activity, including for inspection of all gas related work; which may include scheduling of access to a Work Location between Enbridge and Metrolinx or its third-party contractors to ensure separation of time and space while the Enbridge Preparatory Activity is being completed.

- (b) To the extent requested by Enbridge, a working area will be provided or made available by Metrolinx or its third-party contractors, on a separation of time and space basis, for the safe set up and operation of Enbridge equipment, and for the access and handling of required materials including, where applicable as determined by Enbridge, space to allow for the "string out" of the main.

4. Assumptions:

The following are some of the assumptions which have been made by Enbridge in connection with the Enbridge Preparatory Activity and the establishment of these standard conditions and assumptions.

- (a) Except for environmental approvals/permits that Enbridge is required to obtain in its own name for purposes of Enbridge Preparatory Activity, Metrolinx or its third-party contractors will obtain all other environmental approvals/permits in connection with the Project, including any municipal tree conservation approvals/permits.
- (b) All soils are drillable with no rock excavation being required.
- (c) Subsurface conditions and contracted drilling tools enable the Enbridge Infrastructure to be located within the Approved Alignment Lands in a technically feasible manner.
- (d) GPS Data comprises georeferenced coordinates that are obtained by an OLS using a variety of tools including but not limited to global positioning systems, total stations and other measurement tools as an OLS determines are appropriate in the circumstances.
- (e) GPS Data accurately reflects the location of Enbridge Infrastructure at the time of collection.
- (f) Verification Confirmations are received as contemplated in the Agreement or if there is an Alignment Discrepancy, a corresponding Alignment Resolution is reached and implemented resulting in a Verification Confirmation.
- (g) Enbridge will be able to source and secure third-party contractors on a timely basis with appropriate capabilities and qualifications and in compliance with the requirements of the Confidentiality Agreement.
- (h) No environmental contaminations of the Work Locations or other such issues are encountered.
- (i) The following clearances must be maintained between the circumference of the gas pipeline and other underground structures; and any deviation from these minimum clearances requires the prior written authorization of Enbridge, in its sole discretion.

Gas Pipeline Size	Direction	Minimum Clearance (m)
Up to NPS 12	Horizontal	0.6
	Vertical	0.3
NPS 12 and larger	Horizontal	0.6
	Vertical	0.6

NEB-Regulated Pipelines and Vital Mains	Horizontal	1.0
	Vertical	0.6

- (j) The maximum permitted weight load (per axle) of any equipment and/or rail transit as applicable that may cross any Enbridge pipeline will not exceed the limitation specified in Enbridge's specifications document entitled, "Third Party Requirements in the Vicinity of Natural Gas Facilities", as the same may be amended from time to time, a copy of the current version of which has been provided to Metrolinx together with such other written requirements as may be communicated in writing to Metrolinx by Enbridge.
- (k) Enbridge will only be responsible for temporary site restoration to the Work Locations. Such temporary site restoration will be subject to the restoration requirements of the applicable municipality. To the extent that repair or replacement of the temporary site restoration is required by the applicable municipality during the twenty-four (24) month period following completion of the temporary site restoration, such repair or replacement work will also be considered Enbridge Preparatory Activity. After such twenty-four (24) month period any ongoing temporary site restoration repair or replacement is the responsibility of Metrolinx.
- (l) If the applicable municipality undertakes permanent site restoration of the Work Locations Metrolinx will be responsible for the payment of all costs and expenses in respect of such permanent site restoration. In the event permanent site restoration is billed by the applicable municipality to Enbridge, Metrolinx will reimburse Enbridge for any such cost and expense.
- (m) Enbridge will be able to negotiate and obtain all temporary or permanent easements as Enbridge may require in order to complete the Enbridge Preparatory Activity.
- (n) All Enbridge pipelines will be situated within either the public road allowance or private easements that have been obtained, as necessary or applicable.
- (o) All work will be completed:
 - (i) at a mutually acceptable time frame;
 - (ii) from Monday to Friday, inclusive;
 - (iii) between 7 am and 5 pm, but in accordance with the applicable municipal consent requirements and subject to any special arrangements between Enbridge and impacted landowners or customers; and
 - (iv) not during any statutory holidays, shut down periods over Christmas and New Year's holidays, or during scheduled training sessions, in each case pursuant to Enbridge's third-party contractors' specifications.
- (p) In addition, various other environmental and other site conditions may impact the costs and expenses and time required to complete the Enbridge Preparatory Activity, including such matters as weather, third-party utility locates, and permits and approvals required by third-parties (such as in respect of railway crossings or railway corridors) or governmental authorities (including, for example, applicable conservation authorities). Some of the assumptions that have been made by Enbridge in this regard, include the following:

- (i) no severe weather conditions exist (at the sole discretion of Enbridge or its third-party contractor, work may be shut down for extreme weather conditions such as high humidity or temperature, extreme cold or snow, or any other weather conditions which Enbridge or its third-party contractor determine result in an unsafe working condition);
 - (ii) existing gas mains and services are to be abandoned in place;
 - (iii) no public awareness signage, such as electronic sign boards or other warning regarding the performance of the Enbridge Preparatory Activity;
 - (iv) no jersey barriers are required; and
 - (v) the Enbridge Preparatory Activity is to be scheduled and performed at a time when there are no street festivals, parades or other such activities in the immediate vicinity of the relevant Work Location.
-

SCHEDULE 1

to the Subways Master Enbridge Preparatory Activity Agreement

FORM OF WORK SCHEDULE

WORK SCHEDULE [INSERT SEQUENTIAL NUMBER] DATED [INSERT CURRENT DATE] MADE PURSUANT TO THE SUBWAYS MASTER PREPARATORY ACTIVITIES AGREEMENT ENTERED INTO BETWEEN ENBRIDGE GAS INC. AND METROLINX

[Note to Preparer: If a new Work Schedule is being entered into that has the effect of replacing an existing Work Schedule in order to update the scope of Enbridge Preparatory Activity (i.e. A Work Schedule for Enbridge Design Activity is being amended to include Enbridge Relocation Activity) then include the following statement: "This Work Schedule [X] substitutes and replaces Work Schedule [Y] effective as of [Insert Current Date]."]

Project No.: <*insert number*>
Version Date: <*insert date*>

[Note to Preparer: If this Work Schedule is substituting and replacing an existing Work Schedule refer to the original Project No. on the existing Work Schedule. The Version Date however should be the current date]

1. Type of Enbridge Preparatory Activity

Enbridge Design Activity ☐

Enbridge Relocation Activity ☐

**Check boxes that apply to the Activity Request.*

[Note to Preparer: If this Work Schedule is replacing an existing Work Schedule make sure to check boxes that include the prior Enbridge Preparatory Activity in addition to the new Enbridge Preparatory Activity (i.e. prior scope plus current scope)]

2. Work Location

[•]

3. General Description of the Activity

[Note to Preparer: If this Work Schedule is replacing an existing Work Schedule make sure to include a description that encompasses prior Enbridge Preparatory Activity in addition to the new Enbridge Preparatory Activity]

4. Applicable Data Delivery Segments

[Note to Preparer: A Data Delivery Segment may comprise the entirety of all gas mains being installed as part of the scope of Enbridge Preparatory Activity for this Work Schedule or instead may comprise segments of such Enbridge Preparatory Activity demarcated by intervals or by specific geographic locations.]

5. Expected Scope of the Activity and Sequencing**6. EGI Utility Work Plans (Work Order Numbers)****

*****This Section Only applies and is completed if the Work Schedule includes Enbridge Relocation Activity. Otherwise leave blank***

The Enbridge Relocation Activity referenced in this Work Schedule is more completely set out and itemized in the following Enbridge Work Orders (referred to in the Agreement as the 'EGI Utility Work Plans'):

- (a) xxx
- (b) xxx
- (c) xxx

The EGI Utility Work Plans are not intended for construction, and may be subject to further revision by Enbridge. They have been provided to Metrolinx on an as-is basis for purposes only of outlining the general nature and extent of the Enbridge Relocation Activity provided for in this Work Schedule and Enbridge makes no representation or warranty (express or implied) that they are complete, accurate or error-free.

7. Initial Estimate of Work Cost

Enbridge Preparatory Activity – Enbridge's initial estimate of the total cost of the Enbridge Preparatory Activity referenced in this Work Schedule is:

\$x,xxx,xxx.xx (plus applicable taxes)

The breakdown of the initial estimated cost for the Enbridge Preparatory Activity is as follows:

[Note to Preparer: If this Work Schedule is replacing an earlier Work Schedule then the estimated cost should be updated in each task to include estimated cost from earlier Work Schedule.]

	Task	Estimated cost (dollars)
(i)	Enbridge equipment and labour	x,xxx,xxx
(ii)	materials	x,xxx,xxx
(iii)	contractors	x,xxx,xxx
(iv)	other	x,xxx,xxx
(v)	overheads	x,xxx,xxx
	total	<u>\$x,xxx,xxx.xx</u>

As provided in the Agreement, (A) such Initial Estimate of Work Cost is only an estimate and is based on, among other things, the 'Standard Conditions and Assumptions' set out in Exhibit "A" to the Agreement, and (B) Metrolinx is responsible, and shall reimburse Enbridge, for all of Enbridge's Actual Costs incurred in completing the relevant Enbridge Preparatory Activity.

8. Initial Estimate of Work Timeline

[Note to Preparer: If Work Schedule includes Enbridge Relocation Activity then include this Section, otherwise delete.]

Enbridge's initial estimate of the minimum number of working days required for Enbridge to complete those parts of the Enbridge Preparatory Activity comprising Enbridge Relocation Activity referenced in this Work Schedule is:

xxx days (the "**Estimated Duration**").

As provided in the Agreement, such Initial Estimate of Work Timeline is only an estimate and is subject to, among other things, the impact of any changes to the Enbridge Relocation Activity or the Project, including to the design or route of the Project as contemplated by the Agreement, and delays may be possible and such timeline unattainable.

[end of text]
[the next page is the signing page]

The parties hereby execute this Work Schedule to evidence their agreement to the Enbridge Preparatory Activity to be undertaken hereunder, all as contemplated and provided for in Sections 1.2 and 4.1 of the Agreement.

DATED this _____ day of _____, 202__.

METROLINX

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation.

ENBRIDGE GAS INC.

By: _____
Name: _____
Title: _____

I have authority to bind the Corporation
.

MASTER RFP AGREEMENT**SUBWAY PROGRAM**

THIS AGREEMENT is made and effective as of September 2, 2020 (the “**Effective Date**”)

BETWEEN:

METROLINX (“**Metrolinx**”)

- and -

ENBRIDGE GAS INC. (“**Enbridge**”)

RECITALS

1. Metrolinx and Enbridge are parties to a Master Preparatory Activities Agreement (Subway Program) dated as of August 20, 2020 (the “**Preparatory Activities Agreement**”) through which Enbridge has completed or is in the process of completing certain design and/or relocation work related to certain priority transit projects (“**Project**” being as defined therein) comprising the: (a) Ontario Line; (b) Scarborough Subway Extension; (c) Yonge North Subway Extension; and (d) Eglinton Crosstown West Extension (collectively, the “**Subway Program**”).
2. Metrolinx has advised Enbridge that for certain Projects Metrolinx intends to deliver such Projects using a design, build, and/or finance and maintain model, pursuant to which Metrolinx will issue a Request for Proposal (the “**RFP**”). An RFP may comprise more than one Project.
3. Metrolinx and Enbridge are entering into this Master Subway Program RFP Agreement (which as it may be amended, restated, or supplemented from time to time, being, the “**Agreement**”) to set out the roles and responsibilities of each in connection with the conduct of RFPs by Metrolinx for any given Project(s), and to confirm the form of agreement as between Enbridge and any given ProjectCo (as such term is defined below) for any given Project(s) (each a “**Utility Work Agreement**”) and through which Enbridge will, at the request of ProjectCo, undertake (a) the temporary or permanent protection, removal, relocation, installation, construction and/or reconfiguring, inspection and monitoring, and any design work related thereto in connection with certain infrastructure and improvements owned or used by Enbridge for the distribution of natural gas to its customers (the “**Enbridge Infrastructure**”); and (b) the development of the corresponding EGI Utility Work Plans (as such term is defined herein) associated with the Enbridge work identified in subsection (a) above, all such work collectively referred to as the “**EGI Utility Work**”. All activity performed by Metrolinx and Enbridge pursuant to this Agreement is referred to as the “**RFP Engagement Activity**”.
4. In this Agreement, bidders responding to any given RFP are referred to as the “**Proponents**”, a successful Proponent is referred to as “**ProjectCo**”, and the agreement that will be entered into between Metrolinx and any given ProjectCo is referred to as the “**Project Agreement**”.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the sum of Two Dollars (\$2.00) now paid by each of the parties to the other, the above premises, the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of all of which are hereby acknowledged), the parties agree as follows:

ARTICLE I

PRINCIPAL TERMS

1.1 RFP Activation Schedule

(a) In the event Metrolinx requests that Enbridge become engaged in an RFP process for any given Project(s) and for the parties to commence RFP Engagement Activity the parties will enter into a RFP Activation Schedule in the form attached as Schedule 1 referencing the particulars of the Project (each an “**RFP Activation Schedule**”). In the absence of a fully executed RFP Activation Schedule no RFP Engagement Activity will be undertaken by Enbridge and Metrolinx will not solicit information from Enbridge in support of the RFP process. For certainty, to the extent that any Enbridge Preparatory Activity (as such term is defined in the Preparatory Activities Agreement) is requested by Metrolinx to be completed as a result of an RFP process for any Project prior to the execution of a Utility Works Agreement as between Enbridge and ProjectCo for such Project, any such work performed by Enbridge will not be considered RFP Engagement Activity but rather will be considered Enbridge Preparatory Activity and completed at the request of Metrolinx pursuant to the Preparatory Activities Agreement and all deliverables or content generated by Enbridge hereunder will be considered EGI Utility Work Plans pursuant to the Preparatory Activities Agreement.

(b) It is acknowledged and agreed by Metrolinx that Enbridge’s ability to perform RFP Engagement Activity could be impacted due to resourcing constraints due to the quantity and timing of RFP Activation Schedules and the RFP Engagement Activity required to be performed pursuant to such RFP Activation Schedules. Accordingly Metrolinx shall: (i) endeavour to give to Enbridge early written notice and projections of upcoming RFPs, the scope thereof, and requirements for Enbridge participation through an RFP Activity Schedule; (ii) endeavour to avoid overlapping RFPs and Projects; (iii) as soon as practicable deliver to Enbridge a list of the meetings contemplated under Section 1.4 below and a chart of contemplated Projects, and give updates of such list and chart from time to time; and (iv) if Enbridge is unable to attend a Project Meeting, Enbridge shall promptly notify Metrolinx of this and re-schedule it in consultation with Metrolinx. Where both parties agree that Enbridge requires incremental resources in order to support the purpose and intent of this Agreement, Metrolinx will fully reimburse Enbridge for such incremental resources with the terms and conditions of such reimbursement to be set out in a written amendment to this Agreement.

1.2 Utility Work Agreement

- (a) Metrolinx shall cause each Project Agreement to provide, among other things, that:
- (i) Enbridge, or its subcontractors and not ProjectCo, will perform the EGI Utility Work;
 - (ii) ProjectCo is responsible for entering into a Utility Work Agreement with Enbridge for Enbridge to complete the EGI Utility Work;
 - (iii) the form of Utility Work Agreement that Enbridge intends to enter into with ProjectCo is the form of agreement attached to this Agreement as Schedule 2 (the “**Enbridge Form of Utility Work Agreement**”) and which Enbridge Form of Utility Work Agreement requires among other things the delivery of financial security to Enbridge as set out therein;
 - (iv) ProjectCo is required to enter into the Enbridge Form of Utility Work Agreement with Enbridge with only such revisions that Enbridge at its sole discretion determines are appropriate; Enbridge is not required to negotiate with ProjectCo any revisions to the Enbridge Form of Utility Work Agreement; and
 - (v) Enbridge will not commence any of the EGI Utility Work (other than that commenced pursuant to the Preparatory Activities Agreement) until a Utility Work Agreement is entered into between Enbridge and ProjectCo as provided

in this Agreement.

(b) Either as part of the Project Meetings (as defined in Section 1.4(a) below) or otherwise as part of the RFP process for any given Project, Enbridge will meet with and respond to questions from the applicable Proponents (including ProjectCo) in respect of the Enbridge Form of Utility Work Agreement.

(c)

- i. Following the execution of an RFP Activation Schedule, Enbridge shall, within 120 calendar days thereafter, deliver to Metrolinx a written notice (the “**UWA Update Notice**”) referring to this Section 1.2(c) and either: (A) attaching to it an updated Enbridge Form of Utility Work Agreement for use in connection with such RFP (an “**Updated Form of UWA**”); or (B) confirming that there is no update to the Enbridge Form of Utility Work Agreement. For purposes of this Section 1.1(c)(i), where Enbridge does not deliver to Metrolinx a UWA Update Notice as provided for above, such non-delivery shall be deemed to constitute a UWA Update Notice delivered to Metrolinx confirming that there is no update to the Enbridge Form of Utility Work Agreement.
- ii. If Enbridge has delivered to Metrolinx an Updated Form of UWA as provided for in Section 1.1(c)(i) above, such Updated Form of UWA shall constitute the Enbridge Form of Utility Work Agreement for purposes of Section 1.2 of this Agreement for the applicable RFP and related Project(s) and will be communicated to Proponents as such.
- iii. If a ProjectCo Selection Notice (as defined below) has not been delivered by Metrolinx to Enbridge within 12 months after the UWA Update Notice (in each case the “UWA Anniversary Date”), Enbridge may, at its option elect to provide Metrolinx a further Updated Form of UWA within 120 calendar days after the UWA Anniversary Date which will have the same effect as described above in Section 1.2(c)(ii). The foregoing process will be repeated on each subsequent UWA Anniversary Date until such time as Enbridge either receives a ProjectCo Selection Notice or notification from Metrolinx that the RFP is being terminated.
- iv. The parties acknowledge and agree that, for the purposes of this Section 1.2, the updates in an Updated Form of UWA are intended to relate to:
 1. Project-specific scope and requirements;
 2. Changes in Enbridge policies, procedures, practices and standards or in their interpretation or application;
 3. Changes in Enbridge governance requirements or in their interpretation and application including changes required by Enbridge approving departments;
 4. Knowledge and experience obtained by Enbridge in the course of working on relocation projects involving Metrolinx and its contractors;
 5. Regulatory considerations; and
 6. Applicable laws

(d) Following the selection of a ProjectCo pursuant to an RFP, the execution of a Project Agreement with Metrolinx and commercial close:

- i. Metrolinx will provide written notification thereof to Enbridge (the “**ProjectCo Selection Notice**”) and provide therewith: (A) the legal name and address of

ProjectCo for any given Project; and (B) a written consent allowing Enbridge to disclose to ProjectCo any Confidential Information received by Enbridge as provided for in the CA (as defined herein) to the extent Enbridge determines such disclosure is required and in order to perform the EGI Utility Work pursuant to the Utility Work Agreement and confirmation that Section 4 of the CA shall have no application as it relates to disclosure to ProjectCo or to any other third party of such Confidential Information relating to such RFP and its applicable Project(s)

- ii. Metrolinx will use reasonable efforts to deliver to Enbridge such details of Project insurance as may be requested by Enbridge that Metrolinx has obtained and is permitted to disclose to Enbridge in connection with the applicable Project(s) including on wrap-up and course-of-construction insurance as will enable Enbridge to efficiently and expeditiously assess the Project insurance.

(e) Following receipt of the ProjectCo Selection Notice, and, at the written request of Metrolinx, Enbridge will enter into a Utility Work Agreement with a ProjectCo either (i) in the form of the Enbridge Form of Utility Work Agreement (subject to Section 1.2(c)), or (ii) in a form with such changes and on such other terms as ProjectCo and Enbridge may mutually agree, provided that Enbridge shall be under no obligation to agree to any changes to the Enbridge Form of Utility Work Agreement or to any other terms not acceptable to Enbridge, in its sole discretion. Any delay in the entering into of a Utility Work Agreement between Enbridge and a ProjectCo may delay the start of the Utility Work to be completed thereunder.

(f) Except as may be specifically provided for in this Agreement, Metrolinx will not be a party to the Utility Work Agreement or have any liability or obligation to Enbridge under it including for the cost of meeting with a ProjectCo, the cost of negotiating the terms of a Utility Work Agreement or the cost of undertaking and completing the applicable Utility Work.

(g) In no circumstance may Metrolinx undertake, conduct or perform, or permit or authorize any other person or entity to undertake, conduct or perform, any part of the applicable Utility Work.

1.3 RFP RFI Process

(a) For each Project, at the request of Metrolinx, Enbridge will provide to Metrolinx responses to questions raised by, and other requests for information from, Proponents during the RFP process which questions or requests relate to the Enbridge Infrastructure (the "**RFI Process**"). The nature and extent of such responses shall be in the sole discretion of Enbridge; provided that such response be intended to provide a reasonable response to such questions and requests.

(b) Enbridge acknowledges that Metrolinx has an obligation to provide a response to questions and information requests from Proponents within ten (10) Business Days of receipt of a question or information request, and Enbridge shall use its reasonable efforts to provide to Metrolinx a response to relevant questions or information requests forwarded to it as quickly as possible, with the intent of allowing Metrolinx to fulfill such obligation.

1.4 Meetings with Proponents

(a) For each Project, at the request of Metrolinx, and on not less than fifteen (15) Business Days' prior notice, Enbridge will meet with each Proponent, as reasonably requested by Metrolinx, with a view to providing information and responding to questions about the Utility Work to facilitate the development and construction of the applicable Project ("**Project Meetings**"). For certainty, Project Meetings includes Topic Meetings, Ad Hoc Meetings and Metrolinx Meetings.

(b) For each Project Meeting that Metrolinx requests Enbridge to attend, Metrolinx will provide to Enbridge, at least ten (10) Business Days prior to the occurrence of the relevant Project

Meeting, an agenda setting out the matters for discussion at the Project Meeting.

(c) The specific number and anticipated timing of topic meetings (“**Topic Meetings**”) with each of the Proponents to discuss Enbridge Infrastructure issues related to the relevant Proponent’s proposal for each Project will be identified in the applicable RFP Activation Schedule.

(d) In addition to Topic Meetings, Enbridge will attend and participate in ‘ad hoc’ meetings with the Proponents (“**Ad Hoc Meetings**”) from time to time, as reasonably requested by Metrolinx; provided that the date and time of, as well as the participants in, each such meeting can be agreed to between Metrolinx and Enbridge, in advance, each acting reasonably.

(e) Enbridge will attend and participate in meetings with Metrolinx (and without any Proponent) to be held in advance of and following each Topic Meeting and each Ad Hoc Meeting (“**Metrolinx Meetings**”); provided that the scheduling of and attendees for such Metrolinx Meetings are agreed to between Metrolinx and Enbridge at the time that the similar details for the relevant Project Meeting are settled. The purpose of such Metrolinx Meetings will be solely to prepare for and debrief from each Project Meeting.

Where it is not practical to meet in person, Enbridge’s participation in any meetings provided for in this section 1.4 may be conducted remotely.

1.5 No Unfair Advantage

(a) Enbridge will not knowingly meet with, agree to meet with, enter into discussions with or provide information to any Proponent regarding the Utility Work required in respect of the applicable Project without the prior approval of Metrolinx, and enquiries received by Enbridge from Proponents in respect of any given Project or the Utility Work required in respect of the particular Project will be forwarded by Enbridge to Metrolinx.

(b) Notwithstanding the foregoing, (i) Metrolinx acknowledges that Enbridge may have a relationship with some or all of the Proponents in respect of the business and operations of Enbridge and which is unrelated to the Utility Work contemplated by the applicable RFP, and as a result may, from time to time and in the normal course of its business, meet with, enter into discussions with or provide information to such Proponents regarding the temporary or permanent protection, removal, relocation, reconfiguring, inspection and monitoring of various parts of the Enbridge Infrastructure unrelated to the Utility Work contemplated by the applicable RFP; and (ii) nothing in this Agreement shall limit or restrict Enbridge from carrying on its business in the normal and ordinary course including Enbridge’s process for the selection of Enbridge contractors.

1.6 No Liability of Enbridge: Responses Not Binding

Enbridge will not be responsible or liable for any claims, demands, liabilities, damages, losses, costs, or expenses suffered or incurred by Metrolinx or by any other person or entity resulting from or arising out of any claim or allegation that:

- (i) any failure to perform any of the Utility Work to be undertaken by Enbridge pursuant to the Utility Work Agreement, or
- (ii) the timing of such performance, including (through no fault of Enbridge) the failure to enter into a Utility Work Agreement, or
- (iii) any response or other information provided by Enbridge to any party in

connection with its participation in the RFI Process or in any Project Meetings (whether written, electronic or oral, and whether at the time of or following such participation),

resulted in, contributed to, or was a cause of any claims, demands, liabilities, damages, losses, costs, or expenses suffered or incurred by such any third-party (including any such claims related to delays in implementation or completion of any given Project).

Further, any response or other information provided by Enbridge to any party in connection with its participation in the RFI Process or in any Project Meetings (whether written, electronic or oral, and whether at the time of or following such participation) is not binding on Enbridge.

1.7 Termination of Obligations

Notwithstanding any other provision of this Agreement, Enbridge's obligations under the applicable RFP Activation Schedule, including its obligations to respond to questions as part of the RFI Process, to attend Project Meetings and to consider changes to the Enbridge Form of Utility Work Agreement, shall terminate when both of the following occur: (i) Metrolinx notifies Enbridge in writing that Metrolinx has entered into a Project Agreement with ProjectCo; and (ii) Enbridge notifies Metrolinx in writing that Enbridge has entered into a Utility Work Agreement with ProjectCo.

ARTICLE II **OPERATIONAL** **MATTERS**

2.1 Contact Persons and Committee

(a) Metrolinx and Enbridge shall each designate an individual or individuals from time to time who shall be the contact person for matters arising under this Agreement.

(b) The parties shall also establish a committee (the "**Committee**") comprised of two senior persons appointed by Metrolinx and two senior persons appointed by Enbridge who shall work cooperatively and in good faith to identify emerging problems and develop proposed solutions, and shall provide a forum for the resolution of Disputes (as defined in Section 5.1 below). If a Dispute arises with respect to this Agreement, the dispute will be referred to the Committee with the intent that the Committee use its diligent efforts to resolve such Dispute on a consensual basis. The Committee shall involve and call upon persons, as required and considered necessary or desirable by it, to facilitate a resolution of any matters in Dispute.

2.2 Cooperation

Metrolinx will cooperate with, and provide information and reasonable assistance to, Enbridge, as requested by Enbridge from time to time, in order to permit Enbridge to fulfill its obligations to Proponents under this Agreement.

2.3 Business in the Ordinary Course

Notwithstanding any of the provisions of this Agreement, nothing in this Agreement shall, or is intended to, limit in any way the manner in which or methods or practices by which Enbridge carries on its business in the ordinary course, including the manner in which or methods or practices by which Enbridge effects the temporary or permanent protection, removal, relocation, reconfiguring, inspection or monitoring of any of the Enbridge Infrastructure not related to the Utility Work, including the

communications that it may have with any of its third-party contractors or service providers in respect of such Utility Work.

2.4 Confidential Information

(a) In connection with the fulfillment of their respective obligations under this Agreement as it relates to a specific Project, Enbridge, Metrolinx and Ontario Infrastructure and Lands Corporation (“IO”) have entered into a confidentiality agreement dated as of March 18, 2020 (the “CA”), a copy of which is attached at Schedule 3. The CA shall only apply to a Project to the extent that an RFP Activation Schedule has been executed as it relates to that Project.

(b) In connection with the providing or disclosing to Enbridge of any ‘Confidential Information’ (as defined in the CA) of Metrolinx or IO (and which may include Confidential Information of any of the Proponents for any given Project), Enbridge has established certain internal protocols to limit the dissemination of such Confidential Information within Enbridge, including restricting the initial disclosure of such Confidential Information to those Enbridge employees who participate in the applicable Project Meetings (the “**EGI Personnel**”).

(c) If, in connection with providing information and responding to questions about the Utility Work during an RFI Process or the Project Meetings, the EGI Personnel determine that: (A) they require the input of other Enbridge personnel, and (B) for whatever reason, such other Enbridge personnel may not be in a position to keep the relevant Confidential Information confidential or to otherwise comply with the terms of the CA with respect to such Confidential Information, then the EGI Personnel shall so inform Metrolinx, and Metrolinx shall then have the option to permit the EGI Personnel to disclose the relevant Confidential Information to such other Enbridge personnel or to restrict the further disclosure of such Confidential Information within Enbridge.

(d) Metrolinx acknowledges that: (i) if Metrolinx instructs the EGI Personnel to disclose the relevant Confidential Information to such other Enbridge personnel, the relevant Confidential Information may not be kept confidential or otherwise used in compliance with the terms of the CA, and Enbridge shall not be in default of the CA as a result thereof, and (ii) if Metrolinx instructs the EGI Personnel to not disclose the relevant Confidential Information to such other Enbridge personnel, the information and responses provided to a Proponent during or in respect of the applicable RFI Process or the Project Meetings may not be adequate or complete, and Enbridge shall not be in default of this Agreement as a result thereof.

2.5 Proprietary Documentation

(a) To the extent that any Enbridge Preparatory Activity (as such term is defined in the Preparatory Activities Agreement) is requested by Metrolinx to be completed as a result of an RFP process for any Project prior to the execution of a Utility Works Agreement as between Enbridge and ProjectCo for such Project, any such work performed by Enbridge will be considered Enbridge Preparatory Activity and completed at the request of Metrolinx pursuant to the Preparatory Activities Agreement and all deliverables or content generated by Enbridge as a result of an RFP Process hereunder will be considered EGI Utility Work Plans pursuant to the Preparatory Activities Agreement, and neither Metrolinx, nor any of the Proponents, nor any other party shall acquire any right, title or ownership interest of any kind whatsoever therein.

(b) To the extent that Enbridge provides, or has already provided, to Metrolinx or any of the Proponents the EGI Utility Work Plans, or any part thereof, whether as part of the RFP process, including the RFI Process, or otherwise, any use of such EGI Utility Work Plans remains subject to the

terms and conditions of the Preparatory Activities Agreement.

ARTICLE III
PAYMENT FOR ENBRIDGE
PARTICIPATION

3.1 Reimbursement of Costs and Expenses by Metrolinx

(a) For each Project Metrolinx shall reimburse Enbridge for Enbridge's costs and expenses for participating in the RFP process, for participating in the RFI Process and any Project Meetings, and for providing information to Proponents, all as contemplated in this Agreement.

(b) The amount of such costs and expenses for which Metrolinx will reimburse Enbridge shall comprise only:

- (i) for each meeting contemplated in Section 1.4 attended by any Enbridge personnel, the amounts specified in the applicable RFP Activation Schedule (collectively, the **"Meeting Fees"**); plus
- (ii) for all time spent by any Enbridge personnel on matters required to be attended to by them pursuant to this Agreement other than attending the meetings provided for in paragraph (i) above, including any preparation for such meetings, an amount equal to the actual time spent times the hourly rates specified in the applicable RFP Activation Schedule (the **"Hourly Fees"**); plus
- (iii) the actual third-party costs and expenses incurred by Enbridge in connection with the entering into of an RFP Activation Schedule or the fulfillment of its activities pursuant to or in connection with such RFP Activation Schedule (and for certainty which expenses include parking and mileage costs for attending all meetings), without any mark-up or additional fee in respect thereof, (the **"Third-Party Costs"**); plus
- (iv) an amount equal to thirty-five per cent (35%) of the Third-Party Costs, in respect of Enbridge's internal overhead costs (the **"Internal Overhead Costs"**),

(the Meeting Fees, the Hourly Fees, the Third-Party Costs and the Internal Overhead Costs each an **"EGI RFP Fee Category"** and collectively the **"EGI RFP Fees"**).

(c) For the purpose of Enbridge establishing, and Metrolinx reimbursing, the amount of any EGI RFP Fees in respect of an RFP Activation Schedule, Enbridge shall provide to Metrolinx an invoice therefor itemizing the aggregate total for each EGI RFP Fee Category. In the case of the Third-Party Costs, Enbridge shall provide to Metrolinx an invoice therefor itemizing such costs and expenses by third-party vendor with the name of each third-party vendor and the amount of the relevant invoice received by Enbridge from such third-party vendor. Enbridge will, if requested by Metrolinx, provide Metrolinx a certificate of a senior representative of Enbridge stating that (i) the amounts referenced in such invoice for each EGI RFP Fee Category have been properly incurred by Enbridge in connection with the entering into of an RFP Activation Schedule or the fulfillment its obligations under this Agreement, (ii) in the case of EGI RFP Fees comprising Third-Party Costs Enbridge has paid the full amount of such invoice(s) and that the amount(s) reflected on the invoice are the amount(s) set out on the invoice received by Enbridge from the relevant third-party vendor. For certainty, Metrolinx shall not be entitled to require or receive any additional documentation in support of third-party vendor(s) invoice and shall remit payment therefor as contemplated in this Agreement.

3.2 Invoices and Payment

(a) From time to time hereafter, but not more often than twice each month, Enbridge shall issue to Metrolinx an invoice for any EGI RFP Fees to be paid by Metrolinx to Enbridge hereunder, and not previously invoiced to Metrolinx.

(b) Such invoices will reference the applicable purchase order number(s) relating to the Project(s) (as such term is defined in the Preparatory Activities Agreement) to which the applicable RFP Activation Schedule corresponds. For certainty, notwithstanding the terms or conditions of any purchase order issued by Metrolinx and referenced between the parties, the terms and conditions of this Agreement shall govern as it relates to the RFP Engagement Activity. Metrolinx shall pay all amounts specified hereunder together with applicable taxes in respect of the federal Goods and Services Tax or Harmonized Sales Tax. In the event that any amount becomes payable as a result of a breach, amendment or termination of this Agreement, and, if Section 182 of the *Excise Tax Act* (Canada) applies to that payment, then the amount payable by Metrolinx shall be increased by an amount equal to the applicable tax rate multiplied by the amount payable, and Metrolinx shall pay the increased amount.

(c) Metrolinx shall fully pay all invoices issued by Enbridge to Metrolinx pursuant to this Agreement within thirty (30) days of delivery of the relevant invoice to Metrolinx. Metrolinx will not, for any reason or under any circumstance, deny, holdback or set-off against or delay payment to Enbridge of any invoice provided by Enbridge hereunder.

ARTICLE IV **INSURANCE, INDEMNIFICATION AND RELEASE**

4.1 Insurance

Each party covenants to maintain the following insurance for the duration of all RFP Engagement Activity as referenced in the last RFP Activation Schedule entered into pursuant to this Agreement and for a period of two (2) years thereafter:

(a) commercial general liability Insurance protecting against all claims which might arise as a result of each party's activities under the terms of this Agreement including bodily injury, death or property damage, and which insurance shall include a cross liability with severability of interest clause of standard wording. Such insurance shall have limits of Ten Million Dollars (\$10,000,000) per occurrence and in the aggregate. Each party's policy of insurance shall include the other party as an additional insured; and

(b) automobile liability insurance which shall have limits of Five Million Dollars (\$5,000,000) inclusive per occurrence for bodily injury, death and damage to property and for meeting statutory accident benefits requirements in respect of all licensed vehicles used in connection with the performance of the terms of this Agreement whether such vehicles are owned, non-owned, leased or hired.

4.2 Indemnification

Metrolinx hereby indemnifies Enbridge and Enbridge's directors, officers, shareholders, employees and representatives (each, an "**Indemnified Party**", and collectively, the "**Indemnified Parties**") against and saves and holds them harmless from any and all claims, demands, liabilities, damages, losses, costs, or expenses (collectively, "**Losses**") suffered or incurred by any of the Indemnified Parties resulting from or arising out of or related to any claim or allegation by Metrolinx or by

any third-party (including any third-party engaged, directly or indirectly, by Metrolinx in connection with an RFP Activation Schedule) that performance by Enbridge of its RFP Engagement Activity or any failure by Enbridge to perform its RFP Engagement Activity or the timing of such performance, or the performance or failure to perform by Enbridge of any of its other rights or obligations under this Agreement, resulted in, contributed to, or was a cause of any claims, demands, liabilities, damages, losses, costs, or expenses suffered or incurred by Metrolinx or by any such third-party. The foregoing indemnity shall include legal expenses incurred by the Indemnified Party to defend any action, suit or proceeding commenced by Metrolinx or by any such third-party. The foregoing indemnity shall not apply: (i) if the Losses are the result of the gross negligence or willful misconduct of Enbridge; or (ii) in respect of Losses resulting from EGI Utility Work performed by Enbridge pursuant to a Utility Work Agreement entered into with a ProjectCo.

4.3 Acknowledgement and Release

(a) Metrolinx acknowledges and agrees that the Indemnified Parties: (i) are participating in the RFP process at the request of Metrolinx and only in the limited capacity described in this Agreement; (ii) have no responsibility for the RFP process or the results thereof; and (iii) are not intended to be liable for any Losses arising out of, or as a result of their participation in, the RFP process or the performance of, or any failure to perform, any of the obligations of Enbridge under this Agreement.

(b) Except for Losses resulting from the grossly negligent acts or willful misconduct of the Indemnified Persons or any of them, Metrolinx hereby releases each of the Indemnified Parties from any and all Losses suffered or incurred by Metrolinx or any of its directors, officers, shareholders, employees or representatives arising out of or related to the performance of Enbridge's RFP Engagement Activity under this Agreement, or any failure to perform Enbridge's RFP Engagement Activity, or the timing of such performance. This release does not extend to or include Losses incurred or suffered by the Indemnified Persons arising out of the Utility Work Agreement entered into between Enbridge and any ProjectCo, including in respect of any EGI Utility Work performed by Enbridge pursuant to any such agreement.

(c) If Enbridge is made a party to any claim or proceeding as a result of its participation in the RFP process or the performance of its obligations under this Agreement, or any failure to perform any of such obligations, or the timing of such performance, Metrolinx will have the right, at its sole expense, to assume carriage of any such proceeding and will reimburse Enbridge for the actual third-party costs and expenses incurred by Enbridge in connection with Enbridge defending itself against or otherwise participating in such claim or proceeding.

ARTICLE V **DISPUTE** **RESOLUTION**

5.1 Resolution Procedure

If any question, difference or dispute arises between the parties to this Agreement in respect of any matter arising under this Agreement or in relation to the construction of this Agreement (each, a "**Dispute**"), then (except in the case of an emergency)

- (a) In the first instance, the Dispute shall be referred to the respective parties' representatives primarily dealing with the subject matter of the Dispute who will meet and attempt in good faith using commercially reasonable efforts to resolve the Dispute within 20 Business Days after the Dispute arose; and

- (b) If such representatives are unable to resolve the dispute within such 20 Business Days, they will refer the dispute to their respective applicable senior management who will meet and attempt in good faith using commercially reasonable efforts to resolve the Dispute within 20 Business Days after referral of the Dispute to them.

5.2 Mediation Procedure

If the parties are not able to resolve the Dispute as contemplated under Section 5.1 then, upon written notice by either party, the Dispute shall be referred to mediation. A single mediator shall be appointed by agreement of the parties, and such mediator shall endeavour to settle the Dispute as soon as practicable and in any event within 30 days after the Dispute was referred to the mediator.

5.3 Failure to Settle

- (a) If a mediator is not appointed within a period of thirty (30) days, or if the parties are not able to resolve the Dispute under Section 5.1 (regardless of whether a mediator is appointed) within a period of ninety (90) days, following delivery of the referral notice of the Dispute to mediation, then the parties shall be entitled to pursue, including by litigation, whatever rights and remedies are available to them, at law or in equity including under the *Building Transit Faster Act, 2020* (Ont.).
- (b) Despite any ongoing Dispute, the parties shall continue to perform each of their roles and responsibilities set out in the Agreement except to the extent that the resolution of the Dispute is required to proceed with such roles and responsibilities.

ARTICLE VI **TERM**

6.1 Term

This Agreement shall be effective as of the Effective Date and continue for a term of 10 years. Upon written agreement of both Parties this Agreement can be renewed for such additional term as the Parties determine is appropriate. Notwithstanding the expiry of this Agreement, all obligations of the Parties as they relate to any existing and fully executed RFP Activation Schedule shall continue and this Agreement shall be deemed to survive as it relates to such RFP Activation Schedule.

ARTICLE VII **GENERAL** **PROVISIONS**

7.1 Relationship of the Parties

It is understood and agreed that the parties' relationship is not that of a partner and/or agent and that neither party nor any of its employees or agents shall have any power, authority or right to act as an agent for the other or make any representation or incur any obligation on behalf of or bind the other in any manner.

7.2 Rules of Interpretation

In this Agreement the following rules shall apply to the interpretation thereof: words denoting the singular include the plural and vice versa and words denoting any gender include all genders; the words “include”, “includes” and “including” and other similar words and expressions shall

in all cases be deemed to be followed by the words “without limitation”; and “**Business Day**” means any day except Saturday, Sunday or any day other than a Saturday or Sunday on which banks are generally not open for business in the City of Toronto. Any reference to a statute shall mean the statute in force as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated and/or replaced, from time to time, and any successor statute thereto, unless otherwise expressly provided; when calculating the period of time within which or following which any act is to be done or step taken, the date which is the reference day in calculating such period shall be excluded; unless otherwise specifically noted herein, all dollar amounts are expressed in Canadian currency; the division of this Agreement into separate Articles, Sections, subsections and Schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement; and except as otherwise specifically defined or provided for in this Agreement, words or abbreviations which have well known or trade meanings are used in accordance with their recognized meanings. If any payment or other action is required to be made or done under this Agreement on a day that is not a Business Day, then such act or step may be made or done on the next Business Day.

7.3 Excusable Delay/Force Maieure

In the event that either party is prevented, delayed or interrupted in performing its obligations under this Agreement due to any occurrence beyond its control, such as, but not limited to, acts of God, pandemic, flood or other disaster or other severe weather situations, acts of war, riot, fire, strikes, walkout or communication line or power failure, or gas transmission or distribution network integrity failure or requirements, then such prevention, delay or interruption shall not be construed to be a default under this Agreement and neither party shall be liable to the other for any prevention, delay or interruption in the performance of such obligations resulting from such occurrence or any loss or damage resulting therefrom.

7.4 Survival

Notwithstanding the termination or expiration of this Agreement for any reason, the provisions of Article III and Article IV of this Agreement shall survive such termination or expiration in respect of all services provided or work performed, as well as in respect of all matters arising or occurring, prior to such termination or expiration.

7.5 Assignment

No party shall assign or transfer this Agreement or any part hereof, or any of its respective rights or obligations hereunder, without the prior written consent of the other party.

7.6 Entire Agreement

This document embodies the entire agreement of the parties with respect to the subject matter hereof and there are no additional terms, conditions, representations, inducements and/or warranties of any kind or nature whatsoever existing among the parties hereto other than as set forth or incorporated or specifically contemplated herein. This Agreement is not intended to derogate from, waive, and does not have the effect of, superseding or amending any prior agreements made between the parties.

7.7 Amendment

This Agreement may not be modified or amended, except by a writing signed by each of the parties.

7.8 Notice

Any notice, consent, approval, agreement, writing or other communication required or permitted under this Agreement (each, a “**Notice**”) shall be in writing. Any Notice delivered or to be delivered by a party shall be sufficiently given if delivered personally or faxed or emailed to the party at the addresses set out below (or such other addresses as Metrolinx or Enbridge may designate by notice from time to time), and shall be deemed to be received, if delivered, on the day of delivery, or if faxed, on the next following day or if it is sent by email on the date of transmission as evidenced by the e-mail system of the transmitting party; provided that in each case if such day is not a Business Day, it shall be deemed to have been received on the next following Business Day.

<p>To Enbridge:</p> <p>101 Honda Boulevard Markham, Ontario L6C 0M6 Attention: Supervisor, Transit</p> <p>Email: tara.kuuskman@enbridge.com Attention: Supervisor, Transit</p> <p>with a copy to: Daniel Petrozziello Email: daniel.petrozziello@enbridge.com</p>	<p>To Metrolinx:</p> <p>20 Bay Street, Suite 600, Toronto, ON M5J 2W3 Attention: Director, Third Parties Fax: 416-869-1755</p> <p>With a copy to:</p> <p>Michael Kitagawa Metrolinx Law Department 97 Front St. West, Toronto, M5J 1E6 Fax: 416-869-1755 Email: Michael.Kitagawa@metrolinx.com</p>
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7.9 Law of Contract

This Agreement shall be construed and enforced in accordance with and the laws in force in the Province of Ontario, which laws shall govern the rights of the parties.

7.10 Parties in Interest

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

7.11 Third Parties

Except as specifically set forth or referred to herein, nothing herein is intended or shall be construed to confer upon or give to any person, other than the parties hereto and their respective successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

7.12 Further Assurances

Each of the parties shall upon the request of the other party, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, documents, assignments, transfers, conveyances and assurances as may be reasonably necessary to give full effect to this Agreement.

7.13 Counterparts and Fax Signatures

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement. The execution of this

Agreement by a party and the facsimile transmission or email (PDF) of such execution to the other party shall be as binding on the parties as if an original signature of the relevant party had been provided.

[the next page is the signature page]

IN WITNESS WHEREOF this Agreement has been executed by the parties as of the year and date first above written under the hands of their proper officers duly authorized in that behalf.

<p>METROLINX</p> <p>By: _____ Name: Title:</p> <p>By: _____ Name: Title:</p> <p>I/We have authority to bind the Corporation</p>	<p>ENBRIDGE GAS INC.</p> <p>By: _____ Name: Title:</p> <p>I have authority to bind the Corporation</p>
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Schedules

Schedule 1 - Form of RFP Activation Schedule

Schedule 2 – Form of Enbridge Utility Work Agreement

Exhibits to Enbridge Form of Utility Work Agreement:

“A” – Description of Specific Project

“B” - Standard Conditions and Assumptions

“C” - Required ProjectCo Insurance and Rider 1 (ProjectCo Construction Insurance)

Schedules to Enbridge Form of Utility Work Agreement:

1- Relocation Request

2- Form of Work Schedule

Schedule 3 – Confidentiality Agreement

SCHEDULE 1

FORM OF RFP ACTIVATION SCHEDULE

[INSERT PROJECT NAME*]

[Note to Preparer: *Project Name is based on name assigned to corresponding Project referenced in Work Schedule under Master Preparatory Activities Agreement.]

[Note to Preparer: In the case where there is no corresponding Work Schedule under the Master Preparatory Activities Agreement then the Project Name will be unique to this RFP Activation Schedule and not be cross-referenced to Project Name in a Work Schedule under the Master Preparatory Activities Agreement]

[INSERT METROLINX PO REFERENCE*]

[Note to Preparer: *PO reference is identical to and cross references with the Metrolinx PO assigned to corresponding Project referenced in Work Schedule under Master Preparatory Activities Agreement.]

[Note to Preparer: In the case where there is no corresponding Work Schedule under the Master Preparatory Activities Agreement then the Project Name and PO will be unique to this RFP Activation Schedule and not be cross-referenced to Project Name and PO in a Work Schedule under the Master Preparatory Activities Agreement]

By signing where indicated below the parties confirm their mutual agreement to enter into this RFP Activation Schedule pursuant to the Master RFP Agreement as it relates to the [Insert Project Name] [as more particularly referenced in Work Schedule [X] entered into pursuant to the Master Preparatory Activities Agreement dated as of August 20, 2020 previously entered into by the parties]. For purposes of this RFP Activation Schedule, the RFP Engagement Activity being conducted by Enbridge involves the following meetings with the corresponding fees as referenced below: [Insert description of RFP Engagement Activity – i.e. dates, frequency, dollar amounts]

METROLINX	ENBRIDGE GAS INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
 By: _____	
Name: _____	
Title: _____	
 I/We have authority to bind the Corporation	 I have authority to bind the Corporation

SCHEDULE 2

ENBRIDGE FORM OF UTILITY WORK AGREEMENT

ENBRIDGE UTILITY WORK AGREEMENT

[NOTE: SQUARE BRACKETED, BULLETED AND CERTAIN OTHER LANGUAGE TO BE FINALIZED BY ENBRIDGE FOLLOWING SELECTION OF SUCCESSFUL PROPONENT]

THIS AGREEMENT is made and entered into as of the <*> day of <*>, 2020

B E T W E E N:

ENBRIDGE GAS INC. ("Enbridge")

- and -

[[ABC COMPANY OF CANADA INC.]] ("ProjectCo")

RECITALS

1. Metrolinx, an agency of the Government of Ontario, ("**Metrolinx**") has issued one or more requests for proposal (the "**RFP**") for development and construction of priority transit projects comprising the: (a) Ontario Line; (b) Scarborough Subway Extension; (c) Yonge North Subway Extension; and (d) Eglinton Crosstown West Extension (collectively, the "**Subway Program**"). The portion of the Subway Program that is the subject of this agreement is referred to as the "**Project**", as more particularly described in **Exhibit "A"** to this Agreement.
2. The RFP process undertaken by Metrolinx (the "**RFP Process**") resulted in the selection of ProjectCo as the successful proponent.
3. Construction of the Project will require, among other things, the protection, removal, relocation and/or reconfiguring of certain infrastructure and improvements (including underground pipelines) owned or used by Enbridge for the distribution of natural gas to its customers (the "**Enbridge Infrastructure**").
4. Independent of the EGI Utility Work (defined below) to be completed hereunder, Metrolinx requested that Enbridge complete certain preparatory work relating to the Enbridge Infrastructure to facilitate the Project.
5. ProjectCo will, either itself or through various third-party subcontractors or other persons or entities under its control or direction, undertake the construction work in respect of the Project (other than the EGI Utility Work, as defined below) in order to fulfill its obligations to Metrolinx (regardless of by whom it is undertaken, the "**ProjectCo Project Work**"), including certain construction work which will from time to time be undertaken in the immediate vicinity of the Enbridge Infrastructure.
6. In order for ProjectCo to effect and complete its obligations in respect of the Project under its contractual arrangements with Metrolinx, ProjectCo will request, from time to time, that Enbridge undertake (a) the temporary or permanent protection, removal, relocation, reconfiguring, inspection and monitoring, and any design work related thereto in connection with the Enbridge Infrastructure; and (b) the development of the corresponding EGI Utility Work Plans (as such term is defined herein) associated with the Enbridge work identified in subsection (a) above, all such work

collectively referred to as the “**EGI Utility Work**”. In this Agreement, “**Agreement**” means this Utility Work Agreement as it may be amended, restated, replaced or supplemented from time to time.

7. The EGI Utility Work is required to be completed at certain locations (each a “**Work Location**”, and together the “**Work Locations**”), which will be more specifically described in the Work Schedules (as defined below) entered into pursuant to the process set out in this Agreement.
8. In order to protect Enbridge’s investment in the EGI Utility Work, Enbridge will require that ProjectCo provide the financial security (the “**Financial Security**”) set out in this Agreement.
9. The purpose of this Agreement is to confirm the terms and conditions and the manner in which Enbridge will undertake and complete the EGI Utility Work.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the sum of Two Dollars (\$2.00) now paid by each of the parties to the other, the above premises, the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of all of which are hereby acknowledged), the parties agree as follows:

ARTICLE I

PRINCIPAL TERMS

1.1 Relocation Requests

- (a) From time to time during the Term, ProjectCo shall submit to Enbridge a written request (each, a “**Relocation Request**”) for the completion of EGI Utility Work at a Work Location identified in such Relocation Request. Each Relocation Request shall be substantially in the form of, or include the information contemplated by, Schedule 1 attached to this Agreement.
- (b) If, or to the extent, Enbridge determines that it requires additional information, whether from ProjectCo or a third-party (including any other utility or contractor performing work on or in the vicinity of the Project), in order to prepare a draft Work Schedule (as defined in Section 2.1(a) below), Enbridge shall notify ProjectCo, and ProjectCo will be responsible for the collection of such additional information and its provision to Enbridge.

1.2 Work Description and Cost

- (a) Following receipt of a Relocation Request, including any additional information requested by Enbridge in respect thereof as contemplated in Section 1.1(b) above, Enbridge shall prepare a description of the EGI Utility Work at the relevant Work Location, including Enbridge’s initial estimates of the timeframe and the costs and expenses associated with completing such EGI Utility Work, and Enbridge and ProjectCo shall then use reasonable efforts to settle the nature and extent of such EGI Utility Work in the manner provided in, but subject to the terms of, Section 2.1 below.
- (b) Such description of the EGI Utility Work and corresponding estimated timeframe and estimated costs and expenses shall be set out in a Schedule to this Agreement, each of which shall be substantially in the form of Schedule 2 attached to this Agreement. Each such Schedule, once settled in the manner provided in, but subject to the terms of, Section

2.1 below and then executed by each of ProjectCo and Enbridge, will become a part of and incorporated into this Agreement and thereafter referred to as a “**Work Schedule**”.

- (c) ProjectCo acknowledges and accepts that Enbridge shall have no obligation to commence any EGI Utility Work without there being a fully executed Work Schedule for the relevant EGI Utility Work.

1.3 **EGI Utility Work Plans**

- (a) The description of, the drawings, plans and other specifications relating to, and the estimated timeframe, costs, expenses and internal overhead costs for or in respect of, any EGI Utility Work whether (i) provided or made available to ProjectCo during or in connection with or as a part of the RFP Process, or (ii) as set out in the relevant Work Schedule for such EGI Utility Work, and including any and all amendments, changes, replacements or updates thereto or thereof from time to time, if any, are collectively referred to as the “**EGI Utility Work Plans**”.
- (b) No changes shall be made or required to be made to any EGI Utility Work Plans, without the prior written approval of Enbridge.

1.4 **Acknowledgement of Estimate**

- (a) ProjectCo acknowledges that the EGI Utility Work Plans, and each part thereof, provided to it from time to time by Enbridge (including in connection with the settlement of any Work Schedule) are estimates only, based on the information about the relevant EGI Utility Work made available to Enbridge at the relevant time. Accordingly, notwithstanding either (a) the provision of any such EGI Utility Work Plans or part thereof, or (b) the issuance of, or terms or conditions of, any purchase order issued by ProjectCo to initiate the EGI Utility Work, or any part of it, ProjectCo shall reimburse Enbridge for all of Enbridge’s actual costs and expenses incurred in completing EGI Utility Work pursuant to a Work Schedule (the “**Actual Costs**”) and which comprise: (i) costs and expenses of Enbridge labour, equipment and materials; (ii) third party costs and expenses; and (iii) internal overhead costs (as such term is defined in Section 6.2). For clarity, the foregoing reimbursement will not exceed the Actual Costs incurred by Enbridge in connection with the relevant EGI Utility Work.
- (b) The completion of the EGI Utility Work, including pursuant to the corresponding timeframe and associated costs and expenses as set out in the Work Schedule, is conditional on (i) ProjectCo complying with the terms of this Agreement, and (ii) the accuracy and correctness of the conditions and assumptions set out in **Exhibit “B”** to this Agreement, as well as such other conditions or assumptions as may be set out in the relevant Work Schedule, (collectively, the “**Standard Conditions and Assumptions**”).
- (c) ProjectCo acknowledges that if and to the extent that (i) ProjectCo fails to comply with the terms of this Agreement, or (ii) the Standard Conditions and Assumptions are not met, (in each event, a “**Work Condition Variation**”) or the conditions of a Work Location or for the EGI Utility Work at a Work Location deviate from those set out in the Standard Conditions and Assumptions, then the timeframe and costs and expenses for completion of the EGI Utility Work as may have been estimated in the relevant Work Schedule may

be impacted, and the parties shall review the revised timeframe and the revised costs and expenses in accordance with the procedure set out in Section 2.1.

- (d) For certainty, Enbridge shall have no liability to ProjectCo or to any other party as a result of any impact on or changes to the timeframe or costs and expenses for completion of the EGI Utility Work as may have been estimated in any Work Schedule.

1.5 Design Drawings and Plans

- (a) To the extent that Enbridge provides, or has already provided, to ProjectCo the EGI Utility Work Plans, or any part thereof, directly or indirectly, whether through Metrolinx, or as part of the RFP Process or a Work Schedule, or otherwise, any use of such EGI Utility Work Plans by ProjectCo or by any other person or entity, whether for its own purposes or for purposes of providing products or services to ProjectCo in connection with the Project, or for any other purpose, shall be without liability to Enbridge.
- (b) Enbridge shall own all right, title and interest, including all intellectual property rights, in and to such EGI Utility Work Plans, and neither ProjectCo nor any other person or entity shall acquire any right, title or ownership interest of any kind whatsoever therein.

1.6 Restriction

In no circumstance may ProjectCo undertake, conduct or perform, or permit or authorize any other person or entity to undertake, conduct or perform, any part of the EGI Utility Work.

ARTICLE II SETTLEMENT OF WORK SCHEDULE

2.1 Settlement Process

- (a) Upon receipt of a Relocation Request, Enbridge shall determine the nature and extent of the EGI Utility Work required to be completed at the relevant Work Location, as well as an estimate of the timeframe and associated costs and expenses, and internal overhead costs of completing such EGI Utility Work (each, a “**Work Estimate**”). Each Work Estimate shall be substantially in the form of Schedule 2 attached to this Agreement.
- (b) Once completed by Enbridge, Enbridge shall forward the Work Estimate to ProjectCo. Following receipt of the Work Estimate, ProjectCo shall notify Enbridge whether ProjectCo (i) accepts the Work Estimate, or (ii) requires revisions to the Work Estimate.
- (c) If ProjectCo accepts the Work Estimate, then such Work Estimate shall be and be deemed to be the Work Schedule for such Work Location, and, following execution thereof by both parties, shall become a part of and incorporated into this Agreement, as provided in Section 1.2 above.
- (d) If ProjectCo requires revisions to the Work Estimate, then it shall simultaneously outline to Enbridge the components of the Work Estimate that require revision and the reasons therefor. Thereafter, Enbridge and ProjectCo shall work diligently to settle the Work Estimate, until ProjectCo accepts the Work Estimate, at which time the provisions of Section 2.1(c) shall apply.

- (e) Thereafter, if ProjectCo fails to accept the Work Estimate as prepared or revised by Enbridge, then Enbridge may refuse to perform the EGI Utility Work at and for such Work Location. For certainty, Enbridge may refuse to perform any EGI Utility Work at and for a Work Location until there is a fully executed Work Schedule for such Work Location. If there is no fully executed Work Schedule for a Work Location, and Enbridge refuses to perform the EGI Utility Work at and for such Work Location, doing so shall be without any liability of Enbridge to ProjectCo or to any other person or entity as a result thereof.

2.2 Cooperation

ProjectCo will cooperate with, and provide information and reasonable assistance to, Enbridge, as requested by Enbridge from time to time, in order to permit Enbridge to prepare each Work Estimate and complete the EGI Utility Work.

ARTICLE III **UNDERTAKING OF EGI UTILITY WORK**

3.1 Undertaking

- (a) Enbridge will undertake the EGI Utility Work based on the relevant Work Schedule and the Standard Conditions and Assumptions, and shall determine all matters relating to the quality, appropriateness and acceptability of the EGI Utility Work.
- (b) Following finalization of a Work Schedule (by each of ProjectCo and Enbridge executing same), ProjectCo will issue to Enbridge a purchase order for the relevant EGI Utility Work related to such Work Schedule. Enbridge shall not undertake any EGI Utility Work, except pursuant to purchase orders issued by ProjectCo from time to time; provided that, if ProjectCo fails for any reason to issue a purchase order for any particular component of the EGI Utility Work within ten (10) days of receipt by ProjectCo of a request for it from Enbridge, then Enbridge may determine, in its sole discretion, not to commence or undertake such part of the EGI Utility Work, and may do so without any liability to ProjectCo or to any other person or entity as a result thereof.
- (c) If or to the extent that any purchase order issued by ProjectCo in respect of the EGI Utility Work at a Work location is not sufficient to cover the costs and expenses incurred or being incurred by Enbridge in respect thereof, then Enbridge may determine, in its sole discretion and on notice to ProjectCo to that effect, not to continue such part of the EGI Utility Work, without any liability to ProjectCo or to any other person or entity as a result thereof.
- (d) For certainty, notwithstanding the terms or conditions of any purchase order issued by ProjectCo in connection with any of the EGI Utility Work as contemplated in this Agreement, the terms and conditions of this Agreement shall govern the completion of the EGI Utility Work and the parties' obligations in respect thereof, including ProjectCo's obligation to reimburse Enbridge therefore. For further certainty, it is intended that the terms of any such purchase order be consistent with and be governed by the terms of this Agreement.

3.2 Material Changes to EGI Utility Work Plans

- (a) Enbridge will endeavour, where technically and commercially feasible as determined by Enbridge in its sole discretion, to complete the EGI Utility Work in accordance with the EGI Utility Work Plans. Further, Enbridge will endeavour, where it determines it is practical to do so, to provide ProjectCo with notification of any material changes to the EGI Utility Work Plans. However, ProjectCo acknowledges that the EGI Utility Work will be completed by Enbridge based on a variety of influences, including actual Work Location conditions determined while completing such EGI Utility Work, and that such EGI Utility Work may vary from the EGI Utility Work Plans.
- (b) If at any time Enbridge determines that, for any reason, it is required, in its sole discretion and on notice to ProjectCo to that effect, to demobilize, suspend or cease any part of the EGI Utility Work it is or was performing at any Work Location and to make the relevant Work Location safe in connection with such demobilization, suspension or cessation, ProjectCo shall remain liable to and shall reimburse Enbridge for all costs and expenses of such demobilization, suspension or cessation and for Enbridge making the Work Location safe, regardless of the existence of or any limitations set out in any purchase order issued hereunder. For certainty, making the relevant Work Location safe in connection with such demobilization, suspension or cessation may include the need for Enbridge (determined by Enbridge in its sole discretion) to completely finish the relevant EGI Utility Work.

3.3 Timing and Changes

- (a) Enbridge will use its reasonable efforts to complete the EGI Utility Work within the timeframe set out in the relevant Work Schedule. However, ProjectCo acknowledges that changes and delays may be possible and such timeframe may be unattainable, including as a result of any Work Condition Variation. Enbridge shall not be responsible for any costs, losses or damages incurred by ProjectCo or any other person or entity as a result of any such change or delay.
- (b) During performance of the EGI Utility Work, Enbridge will use reasonable efforts to keep ProjectCo reasonably informed of: (i) the status and timing of performance of the EGI Utility Work, (ii) any matters which may materially affect the timing or cost of the EGI Utility Work, and (iii) any material changes to such timing or cost.

3.4 Third-Party Contractors

In connection with the performance of the EGI Utility Work, Enbridge may engage the assistance of various third-party contractors as it may, in its sole discretion, determine are necessary or appropriate. Enbridge confirms that any third-party contractors engaged by Enbridge to perform EGI Utility Work will do so in accordance with a written contract entered into in the ordinary course of Enbridge's business and that all such third-party contractors shall be satisfactory to Enbridge.

ARTICLE IV
PROJECT WORK PROCESS

4.1 Project Committee

- (a) Each of Enbridge and ProjectCo shall designate an individual or individuals from time to time who shall be the contact person(s) for matter arising under this Agreement, including finalizing Work Schedules and matters pertaining to the performance of the EGI Utility Work. For certainty, and without in any way limiting their respective authority hereunder, such individual(s) shall have the authority to sign each Work Schedule on behalf of Enbridge or ProjectCo, as the case may be, and the execution of a Work Schedule by such individual(s) shall bind Enbridge or ProjectCo, as applicable, thereto.
- (b) The parties shall also establish a committee (the “**Project Committee**”) comprised of two senior representatives appointed by each of Enbridge and ProjectCo (the “**Project Representatives**”) who shall work cooperatively and in good faith to identify and discuss any issues related to the ProjectCo Project Work or the EGI Utility Work or any other matter which any of the Project Representatives considers relevant to their respective obligations under this Agreement, including emerging problems, and to develop proposed solutions, and shall, subject to Article IX, provide a forum for the resolution of disputes.

4.2 On-Site Meetings and Coordination of Work

- (a) ProjectCo shall attend on-site meetings with Enbridge, to be held not less than bi-weekly or as Enbridge considers necessary or appropriate, in order to facilitate coordination of the EGI Utility Work with the Project and the ProjectCo Project Work. Without limiting the foregoing, such meetings shall include discussions and coordination of work to ensure the safety of the Work Locations where the EGI Utility Work is being carried on and that the integrity of the EGI Infrastructure is at all times maintained.
- (b) Enbridge will coordinate with ProjectCo and its third-party contractors for the completion of the EGI Utility Work, including informing ProjectCo and its third-party contractors of the scheduled energization of any relocated gas mains, and representatives of Enbridge and ProjectCo or such third-party contractors shall meet in such manner and at such times as either of them consider necessary or advisable in order to ensure the coordination of the EGI Utility Work and that there is an agreed understanding of their respective roles and responsibilities, as applicable, at the Work Locations, as contemplated in this Agreement.

4.3 OHSA Constructor

- (a) Prior to commencing any EGI Utility Work at any Work Location, Enbridge and ProjectCo shall agree (and shall set out in the relevant Work Schedule) which of them shall act as the constructor for the purposes of the *Occupational Health and Safety Act* (Ontario) (the “**OHSA**”) at such Work Location during the completion of the relevant EGI Utility Work. If Enbridge and ProjectCo fail to so agree on which of them shall act as the constructor, then, until they so agree, Enbridge shall not, and shall have no obligation to, start or complete any of the EGI Utility Work at such Work Location.
- (b) Where Enbridge and ProjectCo agree that ProjectCo shall act as the constructor pursuant to Section 4.3(a), then notwithstanding ProjectCo’s role and responsibility as constructor:

- (i) in matters pertaining solely to the EGI Utility Work, Enbridge will follow its own standards, practices, procedures or similar requirements, and in the event of any conflict, as determined by Enbridge in its sole and absolute discretion, between any standards, practices, procedures or similar requirements required to be followed by Enbridge and those required to be followed by ProjectCo, the standards, practices, procedures or similar requirements required to be followed by Enbridge shall prevail;
- (ii) ProjectCo and its third-party contractors will follow and adhere to any and all instructions issued by Enbridge in matters relating solely to the safety and integrity of the EGI Infrastructure; and
- (iii) in emergency or life-threatening situations related to any of the Enbridge Infrastructure or any of the EGI Utility Work, as determined solely by Enbridge, Enbridge shall have the authority to issue instructions, which shall be immediately followed and implemented in full by ProjectCo and its third-party contractors.

For certainty, the provisions of this Section 4.3(b) shall apply only to the relevant Work Location during the performance of the EGI Utility Work at such Work Location.

- (c) For certainty, during the period and at the times when Enbridge is energizing or re-energizing any Enbridge Infrastructure, Enbridge shall, and shall be entitled to, proceed with such work without interruption or delay from ProjectCo or any of its other contractors or other parties at the relevant Work Location.

4.4 Coordination of ProjectCo Project Work

- (a) ProjectCo shall coordinate all ProjectCo Project Work with Enbridge to ensure appropriate integration of the EGI Utility Work with the Project.
- (b) ProjectCo shall provide to Enbridge from time to time at regular intervals, and in any event not less than [[monthly]], its then current work schedule setting out the anticipated timing of all ProjectCo Project Work to be undertaken in the vicinity of any Enbridge Infrastructure.
- (c) The Project Representatives shall meet from time to time at regular intervals, and in any event not less than [[monthly]], during the entire period in which there is any ProjectCo Project Work being undertaken in the vicinity of any Enbridge Infrastructure, for the primary purpose of coordinating such work and providing to Enbridge sufficient information to monitor the potential impact of such ProjectCo Project Work on the Enbridge Infrastructure. Without limiting the foregoing, if Enbridge determines that any ProjectCo Project Work may negatively impact on any part of the Enbridge Infrastructure, Enbridge may request a meeting of the Project Representatives to be held within [[one (1)]] days' notice by Enbridge, and ProjectCo shall ensure that its Project Representatives attend and participate in such meeting.

4.5 Access to ProjectCo Project Work Sites

At all times that there is any ProjectCo Project Work being undertaking in the vicinity of any Enbridge Infrastructure, ProjectCo shall provide Enbridge and its representatives with access to the relevant

work site where such ProjectCo Project Work is being undertaken for the purpose of allowing Enbridge to monitor any potential impacts of such ProjectCo Project Work on the Enbridge Infrastructure, including such access as Enbridge determines is necessary or appropriate to permit Enbridge to test or perform remedial work in respect of the Enbridge Infrastructure impacted by such ProjectCo Project Work. Further, ProjectCo acknowledges that the performance by Enbridge of any such testing or remedial work may require ProjectCo to amend or change the scheduling of the ProjectCo Project Work at such work site.

4.6 Acknowledgements re Enbridge Infrastructure

- (a) ProjectCo acknowledges that the ProjectCo Project Work, regardless of whether it is undertaken by ProjectCo itself or by or through any third-party subcontractors or other persons or entities under its control or direction, will from time to time be undertaken in the immediate vicinity of the Enbridge Infrastructure, and that such ProjectCo Project Work could create a potential hazard to such Enbridge Infrastructure if sufficient measures are not taken for the purpose of mitigating that potential.
- (b) In that regard, ProjectCo shall, and shall ensure that its third-party subcontractors and all other persons or entities under its control or direction, or otherwise involved with any part of the ProjectCo Project Work, at all times:
 - (i) undertake any work that is in the immediate vicinity of any part of the Enbridge Infrastructure, only with the use of sufficient measures aimed at mitigating the potential for harm to the Enbridge Infrastructure; and
 - (ii) comply in all respects with:
 - A. their relevant statutory obligations, including under the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, and the Regulations thereto, the *Technical Standards and Safety Act, 2000*, S.O. 2000, c.16, and the Regulations thereto, and the *Ontario Underground Infrastructure Notification System Act, 2012*, S.O. 2012, c.4, as any of the same may be amended from time to time; and
 - B. the measures set out in Enbridge's guidelines for construction work undertaken in the immediate vicinity of the Enbridge Infrastructure and currently titled "Third Party Requirements In the Vicinity of Natural Gas Facilities", as amended and updated by Enbridge from time to time, and a copy of the current version of which has been provided to ProjectCo together with such other written requirements as may be communicated in writing to ProjectCo by Enbridge.

ProjectCo hereby indemnifies Enbridge against and saves and holds Enbridge harmless from any and all claims, demands, liabilities, damages, losses, costs, or expenses suffered or incurred by Enbridge resulting from or arising out of or related to any failure by ProjectCo or any of its third-party subcontractors or any other person or entity under its control or direction, or otherwise involved with any part of the ProjectCo Project Work, to perform any work in respect of the Project, including any ProjectCo Project Work, in accordance with the provisions of this Section 4.6. The foregoing indemnity shall include (i) the cost of any work undertaken by Enbridge (directly or indirectly) to make any Work Location or the affected Enbridge Infrastructure safe (and which may include (as determined by Enbridge in its sole discretion) the cost to completely finish the relevant EGI Utility Work and/or the cost to abandon and replace (including installing any bypass of) some or all of the Enbridge

Infrastructure impacted), and (ii) all legal expenses or other damages, losses, costs, or expenses suffered or incurred by Enbridge as a result of (including to defend) any action, suit or proceeding commenced by any third-party, in either case resulting from or arising out of or related to such failure.

- (c) ProjectCo shall ensure that it has insurance covering all of its and its subcontractors employees engaged in the ProjectCo Project Work to the limits required by all applicable laws and regulations; provided that if the ProjectCo Project Work is subject to the Workplace Safety and Insurance Act, or similar workers compensation legislation providing for payments of assessments, fees, dues or other payments due thereunder, such payments shall be deemed to be in compliance with this subsection. If the ProjectCo or such employees do not fall within the jurisdiction of the Workplace Safety and Insurance Act or similar workers compensation legislation in the location(s) where the ProjectCo Project Work is being performed, ProjectCo must maintain workers' compensation or employers liability insurance in the amount of \$2 million dollars,

ARTICLE V

FINANCIAL SECURITY AND INSURANCE

5.1 Financial Security

- (a) Prior to undertaking any EGI Utility Work, Enbridge may request from ProjectCo, and ProjectCo shall provide to Enbridge if so requested, the financial security provided for in this Agreement (the "**Financial Security**").
- (b) The Financial Security shall consist of one or more irrevocable letters of credit in an amount or amounts determined by Enbridge.
- (c) Enbridge will require ProjectCo to provide: (i) one letter of credit for a 'base' amount which will apply to all of ProjectCo's obligations under this Agreement and which will be required to remain in effect for the duration of the term of this Agreement, as well as (ii) a separate letter of credit for each Work Location pursuant the relevant Work Schedule, which will apply to ProjectCo's obligations under such Work Schedule and which will be required to remain in effect for the duration of the period during which EGI is undertaking the relevant EGI Utility Work.
- (d) As of the effective date of this Agreement, Enbridge requires ProjectCo to provide one letter of credit for a 'base' amount of ● dollars (\$●) (the "**Initial LOC**"), and will require separate letters of credit for each Work Location as provided for in the relevant Work Schedules. The Initial LOC shall be delivered to Enbridge prior to Enbridge commencing any of the EGI Utility Work.
- (e) Each such letter of credit shall be in a form and from an issuer acceptable to Enbridge. ProjectCo shall provide Enbridge with the Financial Security on or before the commencement of the EGI Utility Work provided for in this Agreement or the relevant Work Schedule, as the case may be, or such other date as the parties may agree in writing.
- (f) At any time during the term of this Agreement (including in connection with the preparation of each Work Schedule), Enbridge may, upon not less than ten (10) Business Days' notice

to ProjectCo, require ProjectCo to provide Enbridge additional or increased financial assurances in respect of ProjectCo's obligations hereunder in the amount and of the type required by Enbridge (the "**Additional Financial Security**", and for certainty, references to the Financial Security shall include any Additional Financial Security). A request for Additional Financial Security may be based upon: (i) an increased estimate from Enbridge of the cost of completion of the EGI Utility Work corresponding to the relevant letter of credit; (ii) an increase in the actual costs of completion of the EGI Utility Work; (iii) Enbridge's reasonable belief that the performance of ProjectCo under this Agreement has or may become unsatisfactory; (iv) the creditworthiness of ProjectCo; or (v) a change in market conditions. Such request shall be consistent with Enbridge's then current policies relating to financial security. Such Additional Financial Security may consist of: (A) an irrevocable letter of credit in a form and from an issuer acceptable to Enbridge, and/or (B) such other security as Enbridge may specify. ProjectCo shall provide such Additional Financial Security to Enbridge on or prior to the expiry of ten (10) Business Days from the date of receipt of Enbridge's notice, and ProjectCo's failure to do so shall be a default hereunder entitling Enbridge to initiate or rely upon any of its other rights set out in this Agreement, including its right to cease any of the EGI Utility Work.

- (g) The Financial Security shall remain in place throughout the term of this Agreement or the relevant Work Schedule, as applicable.
- (h) Enbridge has the right to use, set-off, appropriate, apply and realize the Financial Security, or any part of it, provided to Enbridge by ProjectCo, free from any claim of set-off or otherwise or right of any nature whatsoever of ProjectCo, upon ProjectCo failing to pay any amount due and owing to Enbridge by ProjectCo hereunder by doing any one or more of the following: (i) taking possession of the security and any cash deposits by any method permitted by law; (ii) setting off or otherwise dealing with the security and any cash deposits; (iii) drawing on any one or more letters of credit; (iv) demanding payment on guarantees; (v) exercising any and all of the rights and remedies granted pursuant to the *Personal Property Security Act* (Ontario) and any other applicable legislation, or otherwise available at law or in equity; and (vi) filing such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relating to ProjectCo. No right, power or remedy of Enbridge (whether granted herein or otherwise) shall be exclusive of or dependent on or merge in any other right, power or remedy, but all such rights, powers and remedies may from time to time be exercised independently or in combination. ProjectCo shall remain liable for all obligations, indebtedness and liabilities owing by it to Enbridge that are outstanding following realization of all or any part of the security.
- (i) Notwithstanding any other provision of this Agreement, Enbridge is hereby authorized by ProjectCo, without demand for payment, and without any other formality, all of which are hereby waived, at any time and from time to time, to set off, appropriate and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) or security, including any cash or other amounts, at any time held by Enbridge, together with any other obligations at any time owing by Enbridge to or for the credit or the account of ProjectCo now or hereafter existing under this Agreement or any of other agreement between Enbridge and ProjectCo, against any and all of the obligations of ProjectCo to Enbridge now or hereafter existing under this Agreement, irrespective of whether or not Enbridge has made any demand under this Agreement and although such

obligations of ProjectCo may be contingent or unmatured. Each of the parties hereto hereby waives, to the extent lawful, any "reasonable period" which may be imposed by a court prior to the exercise of such set-off, appropriation and application. The rights of Enbridge under this subsection (e) are in addition to any other rights and remedies (including other rights of setoff, consolidation of accounts and liens) that Enbridge may have. Enbridge agrees to promptly notify ProjectCo at the time of or forthwith following any such setoff and application, but the failure to give such notice shall not affect the validity of such setoff and application.

5.2 Insurance

At all times, ProjectCo shall maintain insurance as outlined under Exhibit C – (Required ProjectCo Insurance) and Rider 1 – (ProjectCo Construction Insurance) attached thereto.

ARTICLE VI **PAYMENT FOR EGI UTILITY WORK**

6.1 Payment

- (a) Invoices for the EGI Utility Work will be provided by Enbridge to ProjectCo from time to time. Such invoices will reference the applicable purchase order(s) relating to the relevant EGI Utility Work, which purchase orders will be issued to Enbridge by ProjectCo as provided in Section 3.1; provided that the failure to reference a purchase order on any invoice shall not limit or restrict ProjectCo's obligation to full pay such invoice. For certainty, and notwithstanding the terms of any such purchase order, ProjectCo shall pay all of Enbridge's costs and expenses incurred in completing the EGI Utility Work and the corresponding internal overhead costs. [All payments by ProjectCo will include applicable taxes in respect of the federal Goods and Services Tax or Harmonized Sales Tax. In the event that any amount becomes payable as a result of a breach, amendment, or termination of this Agreement, and, if Section 182 of the *Excise Tax Act* (Canada) applies to that payment, then the amount payable by Contractor shall be increased by an amount equal to the applicable tax rate multiplied by the amount payable, and Contractor shall pay the increased amount.]
- (b) Reimbursement of all of Enbridge's costs and expenses incurred in completing the EGI Utility Work in accordance with the terms of this Agreement is authorized and triggered through the commencement of the relevant EGI Utility Work by Enbridge, and, if issued, by the issuance by ProjectCo of the corresponding purchase order.
- (c) ProjectCo shall fully pay all invoices provided by Enbridge to ProjectCo pursuant to the terms of this Agreement within thirty (30) days of delivery of the relevant invoice to ProjectCo. ProjectCo will not, for any reason or under any circumstance, be allowed to deny, holdback or set-off against or delay payment to Enbridge of any invoice provided by Enbridge hereunder; and, for certainty, provided that the foregoing shall not prevent ProjectCo from receiving a refund of amounts paid, if and to the extent provided for in Section 6.4.
- (d) Any amount invoiced to ProjectCo under this Agreement and not paid within such thirty (30) days shall bear, and ProjectCo shall pay to Enbridge, interest on such unpaid amount at a rate of [1.5%] per annum until paid in full.

6.2 Enbridge Overhead

ProjectCo acknowledges and accepts that, as part of Enbridge's Actual Costs incurred in completing any EGI Utility Work, Enbridge attributes and allocates its internal overhead costs at a rate of thirty-five per cent (35%) of those third party costs and expenses that form a part of Actual Costs, including planning and design overhead and construction overhead, for the relevant EGI Utility Work ("**internal overhead costs**"), and that there will be no other books or records to support such internal overhead costs, and that such internal overhead costs will be reflected as a line item on each invoice issued by Enbridge hereunder.

6.3 Final Accounting and Payment

- (a) Within twenty-four (24) months of the completion of the EGI Utility Work (other than any restoration work) for a particular Work Location, Enbridge will determine the Actual Costs, and shall notify ProjectCo of such amount. Enbridge shall provide to ProjectCo an invoice for the amount, if any, remaining owing by ProjectCo to Enbridge in respect of such EGI Utility Work, as identified in such determination, and ProjectCo shall pay any such balance owing within thirty (30) days of receipt of such invoice.
- (b) Notwithstanding the foregoing, if the municipality invoices Enbridge for any restoration work associated with the EGI Utility Work at any time after the issuance of the foregoing invoice, ProjectCo agrees that it shall either (i) remit payment for such municipal invoice directly to the municipality (as directed on the relevant invoice) or (ii) remit payment therefor to Enbridge forthwith following delivery of such municipal invoice to ProjectCo by Enbridge. If the municipality invoices ProjectCo directly for any such restoration work, ProjectCo shall remit payment for such municipal invoice directly to the municipality.

6.4 Review Rights

- (a) Subject to Section 6.2, ProjectCo may, at its expense, at a mutually agreeable date and time, attend at Enbridge's offices to review such parts of Enbridge's books and records, and Enbridge agrees to make such books and records available for such review, as may reasonably be required by ProjectCo to verify the costs and expenses invoiced to ProjectCo hereunder for the EGI Utility Work. ProjectCo covenants and agrees that it shall not disclose to any other person or entity any of the information reviewed by it under this paragraph, without the prior written consent of Enbridge, or unless required by applicable law. Further, ProjectCo shall not be entitled to remove, make copies of or otherwise reproduce any of Enbridge's books and records reviewed or made available to ProjectCo hereunder.
- (b) In the event that, following such review, ProjectCo determines that Enbridge has incorrectly calculated the costs and expenses invoiced to ProjectCo hereunder for the EGI Utility Work, then Enbridge and ProjectCo shall meet and determine, each acting reasonably, the nature and extent, if any, of such incorrect calculation. If and to the extent that an amount may have been over billed to and overpaid by ProjectCo as a result of such incorrect calculation, then Enbridge shall reimburse such overpayment to ProjectCo promptly thereafter. For certainty, Enbridge's obligation to reimburse ProjectCo is limited to any amounts which have been incorrectly calculated, based solely on Enbridge's books and records, and shall not involve, without limitation, an assessment of the

reasonableness of such costs and expenses or the efficiency of the performance of the EGI Utility Work.

ARTICLE VII

INDEMNIFICATION AND RELEASE

7.1 Indemnification

ProjectCo hereby indemnifies Enbridge and Enbridge's directors, officers, shareholders, employees, representatives and insurers (each, an "**Indemnified Party**", and collectively, the "**Indemnified Parties**") against and saves and holds them harmless from any and all claims, demands, liabilities, damages, losses, costs, or expenses (collectively, "**Losses**") suffered or incurred by any of the Indemnified Parties resulting from or arising out of or related to any claim or allegation by ProjectCo or by any third-party (including any third-party engaged, directly or indirectly, by ProjectCo in connection with the Project) that performance the EGI Utility Work, or any part of it, or any failure to perform any of the EGI Utility Work, or the timing of such performance, or the performance or failure to perform by Enbridge of any of its other rights or obligations under this Agreement, resulted in, contributed to, or was a cause of any claims, demands, liabilities, damages, losses, costs, or expenses suffered or incurred by ProjectCo or by any such third-party. The foregoing indemnity shall include legal expenses incurred by the Indemnified Party to defend any action, suit or proceeding commenced by ProjectCo or by any such third-party.

7.2 Release

ProjectCo hereby releases each of the Indemnified Parties from any and all Losses suffered or incurred by ProjectCo or any of its directors, officers, shareholders, employees or representatives resulting from or arising out of or related to performance of the EGI Utility Work, or any part of it, or any failure to perform any of the EGI Utility Work, or the timing of such performance, or the performance or failure to perform by Enbridge of any of its other rights or obligations under this Agreement, or reliance by any party on the EGI Utility Work Plans, or any part thereof.

ARTICLE VIII

TERM AND TERMINATION

8.1 Term

This Agreement shall come into effect on the date first above written, and shall, unless terminated earlier in accordance with the terms hereof, continue until Substantial Completion of the Project; and for this purpose, "**Substantial Completion**" means the day on which a certificate of substantial performance in respect of all of the ProjectCo Project Work is published pursuant to Section 32(1) of the *Construction Act* (Ontario).

8.2 Termination by Enbridge

Without incurring any liability to ProjectCo or to any other party, Enbridge shall have the right to terminate this Agreement, and all of its obligations hereunder, at any time upon delivery of written notice to ProjectCo, if ProjectCo, or any of its third-party subcontractors, fails to strictly comply the terms of and conditions of this Agreement. Enbridge shall have the right to terminate this Agreement, and all of its obligations hereunder, upon delivery of written notice to ProjectCo, immediately if ProjectCo becomes insolvent, makes an assignment for the benefit of creditors, or files or is the subject of a petition in bankruptcy.

8.3 Survival

Notwithstanding the termination or expiration of this Agreement for any reason, the provisions of Section 4.6, Article V, Article VI and Article VII of this Agreement shall survive such termination or expiration in respect of all services provided and work performed, as well as in respect of all matters arising or occurring, prior to such termination or expiration.

ARTICLE IX
DISPUTE RESOLUTION**9.1 Resolution Procedure**

If any question, difference or dispute arises between the parties to this Agreement in respect of any matter arising under this Agreement or in relation to the construction of this Agreement (each, a “**Dispute**”), then (except in the case of an emergency)

- (a) In the first instance, the Dispute shall be referred to the respective parties’ representatives primarily dealing with the subject matter of the Dispute who will meet and attempt in good faith using commercially reasonable efforts to resolve the Dispute within 20 Business Days after the Dispute arose; and
- (b) If such representatives are unable to resolve the dispute within such 20 Business Days, they will refer the dispute to their respective applicable senior management who will meet and attempt in good faith using commercially reasonable efforts to resolve the Dispute within 20 Business Days after referral of the Dispute to them.

9.2 Mediation Procedure

If the parties are not able to resolve the Dispute as contemplated under Section 9.1 then, upon written notice by either party, the Dispute shall be referred to mediation. A single mediator shall be appointed by agreement of the parties, and such mediator shall endeavour to settle the Dispute as soon as practicable and in any event within 30 days after the Dispute was referred to the mediator.

9.3 Failure to Settle

- (a) If a mediator is not appointed within a period of thirty (30) days, or if the parties are not able to resolve the Dispute under Section 9.1 (regardless of whether a mediator is appointed) within a period of ninety (90) days, following delivery of the referral notice of the Dispute to mediation, then the parties shall be entitled to pursue, including by litigation, whatever rights and remedies are available to them, at law or in equity.
- (b) Despite any ongoing Dispute, the parties shall continue to perform each of their roles and responsibilities set out in the Agreement except to the extent that the resolution of the Dispute is required to proceed with such roles and responsibilities.

ARTICLE X
GENERAL PROVISIONS

10.1 Relationship of the Parties

It is understood and agreed that the parties' relationship is not that of a partner and/or agent and that neither party nor any of its employees or agents shall have any power, authority or right to act as an agent for the other or make any representation or incur any obligation on behalf of or bind the other in any manner.

10.2 Rules of Interpretation

In this Agreement the following rules shall apply to the interpretation thereof: words denoting the singular include the plural and vice versa and words denoting any gender include all genders; the words "include", "includes" and "including" and other similar words and expressions shall in all cases be deemed to be followed by the words "without limitation"; and "**Business Day**" means any day except Saturday, Sunday or any day other than a Saturday or Sunday on which banks are generally not open for business in the City of Toronto, any reference to a statute shall mean the statute in force as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated and/or replaced, from time to time, and any successor statute thereto, unless otherwise expressly provided; when calculating the period of time within which or following which any act is to be done or step taken, the date which is the reference day in calculating such period shall be excluded; unless otherwise specifically noted herein, all dollar amounts are expressed in Canadian currency; the division of this Agreement into separate Articles, Sections, subsections and Schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement; and except as otherwise specifically defined or provided for in this Agreement, words or abbreviations which have well known or trade meanings are used in accordance with their recognized meanings. If any payment or other action is required to be made or done under this Agreement on a day that is not a Business Day, then such act or step may be made or done on the next Business Day.

10.3 Excusable Delay/Force Majeure

In the event that either party is prevented, delayed or interrupted in performing its obligations under this Agreement due to any occurrence beyond its control, such as, but not limited to, acts of God, pandemic, flood or other disaster or other severe weather situations, acts of war, riot, fire, strikes, walkout or communication line or power failure, or gas transmission or distribution network integrity failure or requirements, then such prevention, delay or interruption shall not be construed to be a default under this Agreement and neither party shall be liable to the other for any prevention, delay or interruption in the performance of such obligations resulting from such occurrence or any loss or damage resulting therefrom.

10.4 Assignment

No party shall assign or transfer this Agreement or any part hereof, or any of its respective rights or obligations hereunder, without the prior written consent of the other party.

10.5 Entire Agreement

This Agreement embodies the entire agreement of the parties with respect to the subject matter hereof and there are no additional terms, conditions, representations, inducements and/or warranties of any kind or nature whatsoever existing among the parties hereto other than as set forth or incorporated or specifically contemplated herein, including pursuant to a Work Schedule.

10.6 Amendment

This Agreement may not be modified or amended, except by a writing signed by each of the parties.

10.7 Notice

Any notice, consent, approval, agreement, writing or other communication required or permitted under this Agreement (each, a “**Notice**”) shall be in writing. Any Notice delivered or to be delivered by a party shall be sufficiently given if delivered personally or faxed or emailed to the party at the addresses set out below (or such other addresses as ProjectCo or Enbridge may designate by notice from time to time), and shall be deemed to be received, if delivered, on the day of delivery, or if faxed, on the next following day or if emailed based on the date of transmission as evidenced in the email system of the sender; provided that in each case if such day is not a Business Day, it shall be deemed to have been received on the next following Business Day.

To Enbridge:	Enbridge Gas Inc. 101 Honda Blvd, Markham, Ontario L6C 0M6 Attention: Tara Kuuskman, Supervisor Transit Email: tara.kuuskman@enbridge.com
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To ProjectCo:	[[ABC Company of Canada Inc.]] 123 ABC Street, Suite XXX, Toronto, Ontario A1B 2C3 Attention: xxx Fax: 416-xxx-xxxx
	with a copy to: ProjectCo Law Department Attention: xxx Fax: 416-xxx-xxxx

10.8 Law of Contract

This Agreement shall be construed and enforced in accordance with and the laws in force in the Province of Ontario, which laws shall govern the rights of the parties.

10.9 Parties in Interest

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

10.10 Third Parties

Except as specifically set forth or referred to herein, nothing herein is intended or shall be construed to confer upon or give to any person, other than the parties hereto and their respective successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

10.11 Further Assurances

Each of the parties shall upon the request of the other party, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, documents, assignments, transfers, conveyances and assurances as may be reasonably necessary to give full effect to this Agreement.

10.12 Confidential Information

The parties acknowledge, with the exception of the EGI Utility Work Plans, that it is not their intention or expectation to provide to the other any information which the providing party considers confidential and further that with the exception of ProjectCo's obligations to Enbridge with reference to the EGI Utility Work Plans, the receiving party can provide no assurance to the providing party of keeping confidential any information provided to it pursuant to this Agreement.

10.13 Counterparts and Fax or PDF Signatures

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement. The execution of this Agreement by a party and the facsimile transmission or email (PDF) of such execution to the other party shall be as binding on the parties as if an original signature of the relevant party had been provided.

10.14 [Authorization/Status of ProjectCo signatory]

[Legal structure of ProjectCo will be assessed by Enbridge and additional language will be added to confirm status and authorization of ProjectCo signatory]

[end of text]

[the next page is the signing page]

IN WITNESS WHEREOF this Agreement has been executed by the parties as of the year and date first above written under the hands of their proper officers duly authorized in that behalf.

ENBRIDGE GAS INC.

By: _____
Name:
Title:

[[ABC COMPANY OF CANADA INC.]]

By: _____
Name:
Title:

And: _____
Name:
Title:

Exhibit “A”

to the Enbridge Utility Work Agreement

[Describe specific project being performed by ProjectCo as part of the Subway Program]

Exhibit “B”

to the Enbridge Utility Work Agreement

STANDARD CONDITIONS AND ASSUMPTIONS

The following are some of the conditions and assumptions which have been made by Enbridge in connection with the EGI Utility Work. For certainty, any variation from these and other variables affecting the EGI Utility Work may impact the EGI Utility Work Plans associated with the relevant EGI Utility Work.

1. Conditions of EGI Utility Work:

The following are the general conditions which must be met or complied with by ProjectCo and its third-party contractors in connection with the EGI Utility Work.

- (a) The EGI Utility Work will be carried out by Enbridge in accordance with (i) Enbridge's usual standards, policies, procedures and specifications (which will not be disclosed or provided to ProjectCo except as Enbridge determines is required for purposes of coordinating the EGI Utility Work with ProjectCo and its third-party contractors), (ii) Enbridge's Life Saving Rules and Enbridge's 'Statement of Business Conduct' (a copy of which has been provided to ProjectCo and receipt of which is confirmed by ProjectCo), and (iii) applicable laws.
- (b) Enbridge will coordinate with ProjectCo and its third-party contractors for the completion of the EGI Utility Work, including informing ProjectCo and its third-party contractors of the scheduled energization of the relocated gas mains, and representatives of Enbridge and ProjectCo or such third-party contractors shall meet in such manner and at such times as either of them consider necessary or advisable in order to ensure the coordination of the EGI Utility Work and that there is an agreed understanding of their respective roles and responsibilities, as applicable, at the Work Locations, as contemplated in these Standard Conditions and Assumptions.
- (c) Enbridge will be responsible for obtaining: (i) necessary permits to allow Enbridge to complete the EGI Utility Work within the applicable municipal right-of-way, including any road-cut permits; and (ii) utility locates in connection with the EGI Utility Work prior to commencing the EGI Utility Work.
- (d) In emergency or life-threatening situations related to any of the EGI Utility Work, as determined solely by Enbridge, Enbridge shall have the authority to issue instructions, which shall be immediately followed and implemented in full by ProjectCo and its third-party contractors.
- (e) No changes shall be made or required to be made to any Enbridge drawings, without the prior written approval of Enbridge.
- (f) Enbridge shall determine all matters relating to site safety and occupational health and safety pertaining to the EGI Utility Work including related requirements and obligations under federal and provincial laws and regulations (including under provincial TSSA and OHSA legislation).

- (g) Enbridge shall determine all matters relating to the quality, appropriateness and acceptability of the EGI Utility Work.
- (h) All gas related work for the Project, including energization of the relocated gas mains, is to be conducted solely by Enbridge, and without interruption from or delay caused by other contractors or parties.
- (i) In matters pertaining to the EGI Utility Work, Enbridge will follow its own standards, practices, procedures or similar requirements, notwithstanding any conflict with any own standards, practices, procedures or similar requirements of ProjectCo or any of its third-party contractors.

2. Required Site Conditions:

The following are some of the general site conditions which must be provided by ProjectCo or its third-party contractors in connection with the EGI Utility Work. For certainty, this is not intended to be an exhaustive list of such required site conditions, and Enbridge may identify from time to time other such conditions required for completion of the EGI Utility Work.

- (a) ProjectCo will ensure that any identified Work Location site preparation requirements as communicated by Enbridge have been completed by ProjectCo, including but not limited to: obstacle removal, grading, and tree removal as applicable.
- (b) Enbridge will require exclusive access to the Work Locations throughout completion of the EGI Utility Work, including for inspection of all gas related work; which may include scheduling of access to a Work Location between Enbridge and ProjectCo or its third-party contractors to ensure separation of time and space while the EGI Utility Work is being completed.
- (c) To the extent requested by Enbridge, a working area will be provided or made available by ProjectCo or its third-party contractors, on a separation of time and space basis, for the safe set up and operation of Enbridge equipment, and for access to and handling of required materials including, where applicable as determined by Enbridge, space to allow for the "string out" of the main.

3. Assumptions for EGI Utility Work:

The following are some of the assumptions which have been made by Enbridge in connection with the EGI Utility Work and the establishment of these standard conditions and assumptions.

- (a) ProjectCo is responsible for all 'utility coordination' in respect of the Project, including for all EGI Utility Work; without limiting the foregoing, ProjectCo will vet all utility plans and drawings to ensure that there are no conflicts between such plans and drawings and the EGI Utility Work Plans, and will verify that the EGI Utility Work Plans can be used for the EGI Utility Work and for obtaining all permits related thereto.
- (b) Except for environmental approvals/permits that Enbridge is required to obtain in its own name for purposes of Enbridge Preparatory Activity, ProjectCo or its third-party contractors will obtain all other environmental approvals/permits in connection with the Project, including any municipal tree conservation approvals/permits.

- (c) All soils are drillable with no rock excavation being required.
- (d) Subsurface conditions and contracted drilling tools will enable the Enbridge Infrastructure to be installed in a technically feasible manner as per the EGI Utility Work Plans.
- (e) Enbridge will be able to source and secure third-party contractors on a timely basis with appropriate capabilities and qualifications.
- (f) No environmental contamination of the Work Locations or other such issues are encountered.
- (g) The clearance requirements set out in Enbridge's Third Party Requirements in the Vicinity of Natural Gas Facilities, as the same may be amended from time to time must be maintained and which in the case of natural gas pipe less than NPS 12, requires that a minimum of 0.6 m (horizontal) and 0.3m (vertical) clearance be available in all directions from other utilities and/or other underground structures. Any deviation from the minimum clearances in all directions shall require prior written authorization from Enbridge. The maximum permitted weight load (per axle) of any equipment and/or rail transit as applicable that may cross any Enbridge pipeline will not exceed the limitation specified in Enbridge's specifications document entitled, "Third Party Requirements in the Vicinity of Natural Gas Facilities", as the same may be amended from time to time and a copy of the current version of which has been provided to ProjectCo and receipt of which is confirmed by ProjectCo, together with such other written requirements as may be communicated in writing to ProjectCo by Enbridge.
- (h) Unless otherwise expressly stated in a Work Schedule, Enbridge will only be responsible for temporary site restoration to the Work Locations. Such temporary site restoration will be subject to the applicable municipal requirements. To the extent that repair or replacement of the temporary site restoration is required by the applicable municipality during the twenty-four (24) month period ("**Municipal Warranty Period**") following completion of the temporary site restoration, such repair or replacement work will also be considered EGI Utility Work. Following the Municipal Warranty Period Enbridge shall have no further responsibility or liability in respect of the temporary site restoration and ProjectCo shall be solely responsible for any ongoing requirements of the applicable municipality. If the applicable municipality undertakes permanent site restoration and invoices Enbridge in respect thereof or requires Enbridge to undertake permanent site restoration of the Work Locations directly, in both of these instances the permanent site restoration together with any resulting warranty work completed during the Municipal Warranty Period will be considered to be EGI Utility Work. Following the Municipal Warranty Period Enbridge shall have no further responsibility or liability in respect of the permanent site restoration and ProjectCo shall be solely responsible for any ongoing requirements of the applicable municipality.
- (i) Enbridge will be able to negotiate and obtain all temporary or permanent easements as Enbridge may require in order to complete the EGI Utility Work.
- (j) All Enbridge pipelines will be situated within either the public road allowance or private easements that have been obtained, as necessary or applicable.
- (k) All work will be completed:

- (i) at a mutually acceptable timeframe;
 - (ii) from Monday to Friday, inclusive;
 - (iii) between 7 am and 5 pm, but in accordance with the Municipal Consent Requirements and subject to any special arrangements between Enbridge and impacted land owners or customers; and
 - (iv) not during any statutory holidays, shut down periods over Christmas and New Year's holidays, or during scheduled training sessions, in each case pursuant to Enbridge's third-party contractors' specifications.
 - (l) In addition, various other environmental and other site conditions may impact on the costs and time required to complete the EGI Utility Work, including such matters as weather, third-party utility locates, and permits and approvals required by third-parties (such as in respect of railway crossings) or governmental authorities (including, for example, applicable conservation authorities). Some of the assumptions that have been made by Enbridge in this regard, include the following:
 - (i) no severe weather conditions exist (at the sole discretion of Enbridge or its third-party contractor, work may be shut down for extreme weather conditions such as high humidity or temperature, extreme cold or snow, or any other weather conditions which Enbridge or its third-party contractor determine result in an unsafe working condition);
 - (ii) existing gas mains and services are to be abandoned in place;
 - (iii) no conflicts with the municipal fire hydrant clearance policy;
 - (iv) no public awareness signage, such as electronic signs boards or other warning regarding the performance of the EGI Utility Work;
 - (v) no Jersey barriers are required; and
 - (vi) the EGI Utility Work is to be scheduled and performed at a time when there are no street festivals, parades or other such activities in the immediate vicinity of the relevant Work Location.
-

SCHEDULE 1

to the Enbridge Utility Work Agreement

RELOCATION REQUEST

Project No.: <*insert project number*>

Request Date: <*insert date*>

Each Relocation Request shall be addressed to Enbridge, shall reference this Agreement, and shall include the following information:

1. a description of the relevant Work Location;
 2. a [general/detailed] description of the ProjectCo Project Work being carried on at such Work Location, including such work plans and drawings as may reasonably be necessary for Enbridge to assess the extent to which such ProjectCo Project Work may impact the Enbridge Infrastructure within and in the vicinity of such Work Location;
 3. the timetable in which such ProjectCo Project Work will be commenced, as well as the sequencing for the ProjectCo Project Work and the anticipated timing for completion of such ProjectCo Project Work; and
 4. such other information as Enbridge may from time to time request pursuant to Section 1.1(b) of the Agreement.
-

SCHEDULE 2

to the Enbridge Utility Work Agreement

FORM OF WORK SCHEDULE

- please see the four (4) pages attached

WORK SCHEDULE

Project No.: <*insert project number*>

Version Date: <*insert date*>

[NOTE: THE FOLLOWING IS A SAMPLE ONLY; AND NOT INTENDED TO BE REPRESENTATIVE OF THE DETAIL TO BE INCLUDED IN EACH WORK SCHEDULE, WHICH DETAIL WILL BE IDENTIFIED AND SET OUT IN THE RELEVANT WORK SCHEDULE ON A WORK LOCATION BY WORK LOCATION BASIS]

1. Work Location

Intersection along[x]. [Note to Draft: To be customized for each relocation project].

2. Work Location ‘Constructor’

For purposes of Section 4.3 of the Agreement, the following party shall act as the constructor at the Work Location during the completion of the EGI Utility Work covered by this Work Schedule:

)	Enbridge:	_____
select one only)		
)	ProjectCo:	_____

3. General Description of the Work

[Note to Draft: To be customized for each relocation project]

4. Expected Scope of the Work and Sequencing

[Note to Draft: to be customized for each relocation project]

- (i) pre-construction activities (e.g.: easements, permits and approvals)
- (ii) installation of gas mains
- (iii) reconnected/relayed services
- (iv) internal piping reconfiguration as required
- (v) abandonment of existing gas mains
- (vi) temporary restoration by Enbridge
- (vii) permanent restoration by applicable municipality
- (viii) sectionalization (if applicable) of existing abandoned gas mains

5. EGI Utility Work Plans (Work Order Numbers)

The EGI Utility Work referenced in this Work Schedule is more completely set out and itemized in the following Enbridge Work Orders (referred to in the Agreement as the ‘EGI Utility Work Plans’):

[note to draft: the Enbridge Work Orders to be listed below will be those listed on the title page of the relevant Enbridge drawings for the Work Location]

(a) xxx

Project No.: <insert project number*>
Version Date: <insert date*>

- (b) xxx
- (c) xxx

The EGI Utility Work Plans are not intended for construction and may be subject to further revision by Enbridge. They have been provided to ProjectCo on an as-is basis for purposes only of outlining the general nature and extent of the EGI Utility Work provided for in this Work Schedule and Enbridge makes no representation or warranty (express or implied) that they are complete, accurate or error-free.

6. Initial Estimate of Work Cost

Enbridge's initial estimate of the total cost of the EGI Utility Work referenced in this Work Schedule is: **\$x,xxx,xxx** (plus applicable taxes)

The breakdown of the initial estimated cost is as follows:

	Task	Estimated Cost (dollars)
(i)	Enbridge equipment and labour	x,xxx,xxx
(ii)	materials	x,xxx,xxx
(iii)	contractors	x,xxx,xxx
(iv)	other	x,xxx,xxx
(v)	overheads	x,xxx,xxx
	total	<u>\$x,xxx,xxx</u>

As provided in the Agreement, (A) such Initial Estimate of the Work Cost is only an estimate and is based on, among other things, the 'Standard Conditions and Assumptions' set out in Exhibit "C" to the Agreement, and (B) ProjectCo is responsible, and shall reimburse Enbridge, for all of Enbridge's costs and expenses incurred in completing the relevant EGI Utility Work.

7. Initial Estimate of Work Timeline

Enbridge's initial estimate of the minimum number of working days required for Enbridge to complete the EGI Utility Work referenced in this Work Schedule is: **xxx** construction days

As provided in the Agreement, such estimate is only an estimate and is subject to, among other things, the 'Standard Conditions and Assumptions' set out in Exhibit "C" to the Agreement, and delays may be possible and such timeline unattainable.

8. Additional Security Requirement

The amount of Additional Financial Security required to be provided to Enbridge by ProjectCo in respect of the EGI Utility Work provided for in this Work Schedule before Enbridge will commence any of such work is **\$x,xxx,xxx.xx**.

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Such Additional Financial Security shall be in the form of a letter of credit as required pursuant to Section 5.1(e) of the Agreement.

Further, the full amount of such Additional Financial Security shall remain in place for the benefit of Enbridge until payment by ProjectCo of the invoice from Enbridge following Enbridge's determination of the Actual Costs. Such invoices shall be issued by Enbridge pursuant to Article VI of the Agreement, and, for certainty, shall be issued in respect of completion of the EGI Utility Work provided for in this Work Schedule.

For certainty, the foregoing provisions shall in no way limit or restrict any of Enbridge's rights set out in Section 5.1 of the Agreement, including its right to require ProjectCo to provide further Additional Financial Security.

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The parties hereby execute this Work Schedule to evidence their agreement to the EGI Utility Work to be undertaken, all as contemplated and provided for in Sections 1.2 and 4.1 of the Agreement.

DATED this ____ day of _____, 202_.

[[ABC COMPANY OF CANADA INC.]]

By: _____

Name:

Title:

By: _____

Name:

Title:

ENBRIDGE GAS INC.

By: _____

Name:

Title:

Project No.: <*insert project number*>
Version Date: <*insert date*>

EXHIBIT C

To the Enbridge Utility Work Agreement

REQUIRED PROJECTCO INSURANCE

[Requirements will be updated/confirmed by Enbridge at time of Agreement finalization]

1.1 Required ProjectCo Insurance. At all times during the term of the Agreement and for so long thereafter as a claim related to this Agreement is possible under applicable statutes of limitations, ProjectCo shall maintain at its own expense, the insurance coverage outlined below, in each case with insurers having financial security ratings in compliance with this Agreement.

a) **Intentionally deleted.**

b) **Intentionally deleted.**

c) **Intentionally deleted.**

d) **Commercial Auto Liability** covering all vehicles used by the ProjectCo in connection with this Agreement with a combined single limit of five million dollars (\$5,000,000) for injury or death of one or more persons or damage to or destruction of property as a result of each accident.

e) **Intentionally deleted.**

f) **As applicable, Aircraft Liability** coverage for any aircraft used in connection with this Agreement, with policy limit of the greater of ten million dollars (\$10,000,000) or two million dollars (\$2,000,000) per seat for aircraft with greater than five (5) seats, each occurrence including passenger liability and replacement cost of the aircraft.

g) **Intentionally deleted.**

h) **Intentionally deleted.**

i) Any other insurance required by law or as Enbridge may, in its discretion, require. Required insurances shall be limited to the insurances listed under the attached Rider.

1.2 Intentionally deleted.

1.3 Insurance Limits. Subject to the total required amount of insurance for each individual insurance coverage requirement herein, the amounts of insurance specified in the foregoing sections may be satisfied through a combination of primary and excess insurance limits.

1.4 Additional Insured, Subrogation Waiver, Policies as Primary. ProjectCo shall ensure that each insurance carrier providing coverage hereunder provides (in each case arranged to provide the maximum benefit to Enbridge), the following:

- a. With exception of 1.1 a), b), d), g) and h) inclusion of Enbridge as additional insured in insurance policies under this Exhibit.

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- b. With exception of 1.1 a), b), c), d), e), g) and h), a waiver of insurers' rights of recovery, contribution, subrogation, set-off or counterclaim, in favour of Enbridge, arising out of or related in any way to this Agreement.
 - c. That coverage, in all of ProjectCo's insurance policies (whether such policies are primary, umbrella or excess) under this Exhibit or arising out of or related to this Agreement in any way, shall be written to respond on a primary and non-contributory basis irrespective of any other applicable insurance otherwise available to Enbridge under this Agreement.
- 1.5 **Notice of Cancellation.** Insurance maintained by ProjectCo shall not be canceled without thirty (30) days prior written notice being furnished to Enbridge.
- 1.6 **Evidence of Insurance.** Upon execution of this Agreement, and on an annual basis thereafter until this Agreement is terminated, ProjectCo shall provide to Enbridge (or Enbridge's designated Representative) Certificate(s) of Insurance on standard forms regularly accepted in the industry certifying ProjectCo's compliance with this Exhibit and specifically identifying coverage extensions and endorsements required herein. In the event of a reduction in ProjectCo insurance limits during the term which may otherwise reduce the limits of insurance required to comply with this Exhibit, ProjectCo shall promptly provide Enbridge with notice of same, and immediately thereafter secure such additional insurance as is required to comply with the terms of this Exhibit. Enbridge's (or Enbridge's representative's) acceptance of certificates or correspondence associated thereto does not constitute a waiver, release or modification of the requirements under this Exhibit.
- "Certificate Holder" shall be:
Enbridge Gas Inc.
- 1.7 **Failure to Maintain.** In the event ProjectCo fails to comply with insurance requirements under this Exhibit, such failure shall constitute cause for immediate termination of this Agreement by Enbridge in addition to any other rights available to Enbridge at law or in equity. At its sole discretion, Enbridge may, but shall not be obligated to, obtain such insurance for Enbridge's sole benefit as Enbridge deems necessary to address any failure on the part of ProjectCo to obtain the insurance required pursuant to this Exhibit. Any cost thereof shall be payable by ProjectCo to Enbridge on demand and Enbridge may, at its election, deduct the cost thereof or set-off from any monies which are due or may become due to ProjectCo. No liability shall attach to Enbridge for any decision on the part of Enbridge to forego the purchase of additional insurance under this Section 1.7, nor does Enbridge's decision not to purchase additional insurance pursuant to this Section 1.7 constitute a waiver, release or modification of the requirements under this Exhibit or constitute a statement by Enbridge that ProjectCo's insurance coverage at any time during the term hereof is in compliance with the requirements under this Exhibit.
- 1.8 **Subcontractors.** ProjectCo shall require all its Subcontractors to provide insurance coverage in accordance with this Exhibit as part of the insurance program procured by ProjectCo, and to the extent applicable, on a stand-alone basis as determined by the Subcontractors. ProjectCo shall ensure that all insurance maintained by its Subcontractors or on behalf of its Subcontractors by ProjectCo, under any construction or standalone policies relating to the Project, where applicable, include a waiver of insurers' rights of recovery, contribution, subrogation, set-off or counterclaim in favor of Enbridge and add Enbridge as an additional insured. The failure of any Subcontractor to obtain and maintain the required insurance shall not in any way impact the obligations of ProjectCo under this Agreement.

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Version Date: <*insert date*>

- 1.9 **Insurance Costs.** Enbridge will not be responsible for any premiums, surcharges, supplemental calls, penalty payments, deductibles, self-insured retentions, self-insurance or any other costs for the insurance provided by or on behalf of ProjectCo in accordance with this Exhibit.
- 1.10 **Compliance with Applicable Law.** If it is judicially determined that the monetary limits of the insurance required herein do not conform with applicable law, it is agreed that ProjectCo shall take whatever steps are necessary, at its own expense, to ensure said insurance shall conform to **the greater of the minimum monetary limits and other provisions in such law, or the limits** specified herein.
- 1.11 **Effect on Indemnity Obligations.** Except as required by applicable law, ProjectCo's compliance with the obligations under this Exhibit shall in no way limit or **replace** the indemnity and other obligations of ProjectCo contained elsewhere in this Agreement.
- 1.12 **Indemnities to Be Supported By Insurance.** To the fullest extent required by applicable law and not prohibited by other applicable law, ProjectCo agrees to obtain and maintain, for the benefit of the Enbridge, as indemnitee, types and amounts of insurance coverage at least equal to the insurance requirements set forth in this Exhibit. All insurance required under this Exhibit is in support of ProjectCo's respective release, indemnity, defense, and hold harmless obligations in addition to, and independent of, any other insurance requirements contained in this Agreement.
- 1.13 **Intentionally deleted.**
- 1.14 **Intentionally deleted.**
- 1.15 **Riders.** ProjectCo shall obtain and maintain the supplementary insurance set out in the following Rider(s), attached to and forming part of this Exhibit:
- o Rider 1 – ProjectCo Construction Insurance

Project No.: <*insert project number*>
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RIDER 1: PROJECTCO CONSTRUCTION INSURANCE

[Requirements will be updated/confirmed by Enbridge at time of Agreement finalization]

1.1 ProjectCo Insurance. Without limiting the obligations of ProjectCo at law or in equity, ProjectCo shall obtain and maintain, or cause to be obtained and maintained, the insurance coverage outlined below for construction activities.

- a) **“Wrap-Up” Commercial General Liability insurance** ProjectCo, shall provide coverage with a limit of [●] dollars (\$[●]) for each occurrence or accident, including property damage, bodily injury (including death at any time resulting therefrom) and personal injuries sustained by any third-party because of bodily injury or destruction of property arising from construction activities. Such coverage shall include contractual liability addressing indemnification under this Agreement, cross liability, severability of interests, non-owned automobile liability, limited time element pollution and as applicable, shall provide coverage for explosion, collapse, and underground hazards (“XCU”). The policy shall provide for coverage during the term of the Project, and include products and completed operations coverage for a period of 24 months following Substantial Completion of the Project as defined in the [Project Agreement].
- b) **“All Risk” Course of Construction insurance** ProjectCo shall provide insurance which shall cover all risks of physical loss or damage to the Project or the work being performed in respect thereto, including all machinery, materials and supplies at the site of such work, in transit thereto and intended to become a part of the finished work, or on site awaiting erection or installation, testing or final acceptance by ProjectCo.
- c) **Professional Liability or Errors and Omissions Liability for Construction Activity.** Coverage shall provide a policy limit of (\$[●]) per claim and in the aggregate for claims arising out of EGI Utility Work (as such term is defined in Section 6 of the Recitals to this Agreement) being performed.

1.2 Intentionally Deleted.

1.3 Insurance Limits. Subject to the total required amount of insurance for each individual insurance coverage requirement herein, the amounts of insurance specified in the foregoing sections may be satisfied through a combination of primary and excess insurance limits at the discretion of ProjectCo.

1.4 Insured Status, Subrogation Waiver, Policies as Primary. ProjectCo shall ensure that each insurance carrier providing coverage hereunder provides (in each case arranged to provide the maximum benefit to Enbridge, its contractors, subcontractors, affiliates, and subsidiaries) the following,

- a. Inclusion of Enbridge, its contractors, subcontractors, affiliates and subsidiaries, as insureds in insurance policies under this Rider. For clarity, Enbridge shall

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Version Date: <*insert date*>

be added as insured in such a manner as to allow for Enbridge to make claims against such insurance directly as an insured, and not in conjunction with or predicated upon any claim against ProjectCo.

- b. Waiver of insurers' rights of recovery, contribution, subrogation, set-off or counterclaim, against insureds included in all policies of insurance under this Rider.
- c. That coverage in the noted insurance policies under this Rider, shall be written to respond on a primary and non-contributory basis irrespective of any other applicable insurance otherwise available to Enbridge under this Agreement.

1.4.1 Retroactive Dates and Claims Made. Any claims-made coverages shall be maintained for a minimum period of 24 months following Substantial Completion of the Project.

1.5 Evidence of Insurance. Upon execution of this Agreement, and on an annual basis thereafter until this Agreement is terminated, ProjectCo shall provide to Enbridge (or Enbridge's designated Representative) Certificate(s) of Insurance on standard forms regularly accepted in the industry certifying ProjectCo's compliance with this Rider and specifically identifying coverage extensions and endorsements required herein. In the event of a reduction in ProjectCo insurance limits during the term which may otherwise reduce the limits of insurance required to comply with this Rider, ProjectCo shall promptly provide Enbridge with notice of same, and immediately thereafter secure such additional insurance as is required to comply with the terms of this Rider. Enbridge's (or Enbridge's representative's) acceptance of certificates or correspondence associated thereto does not constitute a waiver, release or modification of the requirements under this Rider.

"Certificate Holder" shall
be: Enbridge Gas Inc.

1.6 Cooperation. ProjectCo, ProjectCo contractors and subcontractors, and any other Parties in connection with the Project shall cooperate with and shall provide to Enbridge such assistance and materials as Enbridge may require to address any insurable risks presented by the execution of this Agreement.

SCHEDULE 3

EXECUTED COPY OF CONFIDENTIALITY AGREEMENT

(SEE ATTACHED)

ENBRIDGE GAS INC.

Answer to Interrogatory from
Pollution Probe ("PP")

INTERROGATORY

Question(s):

Enbridge indicates that the project capital costs would be reimbursed by Metrolinx. Please explain if this means that the project will not go into capitalized rate base or if it still would be added to capitalized rate base recovered from rate payers, how the proposed Metrolinx reimbursement would be applied. Please also confirm the amortization period for any project amount that would be proposed for inclusion in capitalized rate base.

Response

Capital costs of the Project will be fully reimbursed by Metrolinx (via its Contractor, in accordance with the UWA discussed in Exhibit B, Tab 1, Schedule 1), the net amount (zero in this instance) will be added to the capitalized rate base. The amortized period for the proposed pipeline facilities will be 55 years from the date the Project has been placed into service.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Pollution Probe ("PP")

INTERROGATORY

Question(s):

In EB-2022-0086 and other Leave to Construct proceedings Enbridge indicated that it has an internal policy requirement to purchase offsets to ensure that any new pipeline project align with Enbridge's Net Zero policy.

- a) Does Enbridge Net Zero GHG policy apply to this proposed project? If not, please explain why not.
- b) What is the estimated cost for this project to be Net Zero (e.g. estimate offset credits)?
- c) Please confirm where Enbridge proposes to recover costs related to this project to comply with Enbridge's Net Zero policy.
- d) Are there any other costs related to the proposed project not included in the Leave to Construct application. If yes, please summarize.

Response

a) , b) , c)

A formal Enbridge Inc. policy to offset emissions for projects is under development at this time. Enbridge Gas has identified Scope 1 and 2 emission reduction opportunities and will continue to evaluate them as part of the Company's on-going emission reduction strategy. Enbridge Gas is continuing to identify new emissions reduction opportunities and assess them for technical feasibility and cost-effectiveness. Those that are technically feasible and cost-effective may be integrated into the Company's Asset Management Plan and managed through the approved capital envelope.

No costs associated with funding to mitigate or offset emissions from the Project in order to achieve net-zero have been included with the proposed Project costs. Enbridge Gas is also not seeking to recover costs as part of the current Application.

No. All costs related to the proposed Project are set out within the current Application.

ENBRIDGE GAS INC.

Answer to Interrogatory from
Pollution Probe ("PP")

INTERROGATORY

Question(s):

- a) Please provide a copy of the application made to the TSSA for this project.
- b) Enbridge indicated that it has not received project approval from TSSA [Exhibit D, Tab 1, Schedule 1, Page 9]. Please provide a copy of TSSA correspondence or approval if this has been received.

Response

- a) , b)
Please see the response at Exhibit I.STAFF.8 part c).

ENBRIDGE GAS INC.

Answer to Interrogatory from
Pollution Probe ("PP")

INTERROGATORY

Question(s):

Please provide an updated project schedule including major milestones including permits and approvals.

Response

There are no changes to the project schedule provided in Exhibit D, Tab 2, Schedule 1.

The timing of upcoming permits and approvals not included explicitly within the current Application include:

- Anticipated circulation to Toronto Public Utilities Coordinating Committee for utility sign offs in June 2023 for Phase I and January 2025 for Phase II
- Anticipated permitting to City of Toronto in July 2023 for Phase I and February 2025 for Phase II

ENBRIDGE GAS INC.

Answer to Interrogatory from
Pollution Probe ("PP")

INTERROGATORY

Question(s):

The evidence indicates that out of 13 Ontario Pipeline Coordinating Committee (OPCC) request for comment and approval, only 1 response has been received [Exhibit F, Tab 1, Schedule 1, Attachment 2].

- a) Please confirm or provide any additional responses received.
- b) Please indicate what process Enbridge used to confirm that the representatives emailed are the correct representatives for the OPCC organizations.

Response

- a) Enbridge Gas has received no additional responses from OPCC members regarding their respective review of the Environmental Report.
- b) Enbridge Gas issued the Environmental Report to the listing of OPCC member contacts provided to the Company by the OPCC Chair, in accordance with past practice.