

February 23, 2026

SENT BY E-MAIL AND FILED WITH ONTARIO ENERGY BOARD

Ritchie Murray
Acting Registrar
Ontario Energy Board
2300 Yonge Street, 27th Floor
Toronto, ON M4P 1E4
Tel: 1-877-632-2727
registrar@oeb.ca

Dear Mr. Murray,

Re: Written Interrogatories of SNGR & Request for Leave to File Evidence
OEB File Number: EB-2025-0313

In accordance with Procedural Order No. 1 dated February 9, 2026 (as revised), please find attached the written interrogatories of the Six Nations of the Grand River (“SNGR”) in the above-noted proceeding. All parties are copied on this filing.

Attached as Tab 1 to SNGR’s written interrogatories is a tabbed brief of communications between SNGR and the applicant, Enbridge Gas Inc. (“**Enbridge**”), which were not included in the Indigenous Consultation Report (the “**ICR**”) contained in Enbridge’s LTC Exemption Application. These communications are relevant and material to the issue of consultation and SNGR’s allegations regarding Enbridge’s failure to satisfy the Crown’s duty to consult in respect of same. The admission of these communications into evidence is necessary to ensure that the Tribunal has a complete record of communications between Enbridge and SNGR with respect to consultation. SNGR therefore seeks leave to file this brief as evidence pursuant to Rule 13.02.

SNGR intends to seek costs in the estimated amount of \$2,000 to compensate it for the time and expense of preparing this evidence.



SNGR reserves the right to seek leave to file additional evidence, including affidavit evidence, upon receipt and review of Enbridge's answers to the enclosed written interrogatories.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brittiny Rabinovitch', written in a cursive style.

Brittiny Rabinovitch
BR/mf

Encl.

Cc: Barul Rahimtoola, Acting Manager, Applications Administration
Olatunbosun Ishola, Advisor, Regulatory Applications, Enbridge Gas Inc.
Richard Lanni, Senior Legal Counsel, Enbridge Gas Inc.
Aaron Gold, Counsel for SNGR
Aidan Testa, Articling Student

**Ontario Energy Board
EB-2025-0313**

***IN THE MATTER OF an application by Enbridge Gas Inc. for
exemption from leave to construct a natural gas pipeline and associated
facilities in the City of Burlington***

Interrogatories of the Intervenor Six Nations of the Grand River

All interrogatories are directed to Enbridge Gas Inc.

SNGR-1 (Scope of Consultation with SNGR)

Reference:	Indigenous Consultation Report – Summary Table (Application, Exhibit H, Tab 1, Attachment 5, pp. 3–4) Indigenous Consultation Log for the Cedar Springs Community Expansion Project (Application Exhibit H, Tab 1, Attachment 6, Line-Items 3.0-3.35 and the attachments thereto) Environmental Report (Application Exhibit F, Attachment 1, Section 2) Supplementary Brief of Project Communications between Enbridge and SNGR (Attached as Tab 1 to these Written Interrogatories)
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Preamble

1. On September 29, 2021, Six Nations of the Grand River as represented by the Elected Council (“**SNGR**”) received initial notification of the Cedar Springs Community Expansion Project (the “**Project**”) from Enbridge Gas Inc. (“**Enbridge**”). An updated Notice of Upcoming Project was delivered to additional SNGR representatives on June 6, 2025.
2. On June 9, 2025, SNGR requested that Enbridge provide details regarding the Project at a meeting planned for June 10 regarding two other Enbridge projects. To SNGR’s recollection, the Project was not discussed at this meeting.
3. On July 18, 2025, Enbridge sent SNGR an e-mail attaching a Notice of Commencement and Virtual Information Session, as well as a Project Description Report (the “**PDR**”). The e-mail was not received by SNGR, and in fact it appears that delivery of the e-mail failed. Despite this, Enbridge did not follow up with SNGR to confirm receipt and did not seek to remedy the failed delivery.
4. On September 16, 2025, SNGR received a draft Environmental Report from Enbridge. The report suggested that “extensive consultation had taken place” (which language remains in the final Environmental Report) and that the PDR had been circulated to SNGR. SNGR advised Enbridge that it never received the report and requested a copy of same. Enbridge arranged for a

copy to be delivered by hand, which was received by one of SNGR's representatives on September 25, 2025. This was the first time SNGR had seen the PDR.

5. Despite its delay in delivering the PDR, Enbridge requested that SNGR provide comments on the draft Environmental Report by October 31, 2025. This date was unworkable for SNGR, who lacked information about the Project and had yet to have even an introductory meeting with Enbridge in respect of same. SNGR and Enbridge agreed to an introductory meeting on September 22, 2025, but it was never held.

6. On September 23, 2025, Enbridge invited SNGR to a field verification survey, which was subsequently rescheduled and postponed multiple times. It eventually took place on October 21, 2025, and SNGR attended.

7. On October 16, 2025, SNGR expressed its dissatisfaction with consultation on the Project and other Enbridge projects. As a result of the poor start to consultation in this Project, as well as difficulties in other ongoing projects, SNGR's Consultation and Accommodation Process (CAP) Team determined that a structured consultation process was required prior to any further discussions with Enbridge in respect of the Project.

8. On October 17, 2025, Enbridge advised SNGR that there would be a change in Enbridge's representative engaged in the consultation process. SNGR sent Enbridge a copy of its Consultation and Accommodation Policy and asked to meet to discuss a structured consultation process.

9. The parties agreed to meet again on November 25, 2025. Unbeknownst to SNGR – and while assuring SNGR that Enbridge intended to “foster a more engaged and collaborative connection moving forward” with respect to its extant projects – Enbridge had already begun preparing this Application without advising SNGR.

10. On October 31, 2025, Stantec Consulting Ltd. (“**Stantec**”, which had already been engaged by Enbridge to undertake a route evaluation and environmental and socio-economic impact study) informed SNGR that it had been retained to complete a Stage 1-2 archaeological assessment and invited SNGR to participate.

11. On November 19, 2025, Enbridge filed this Application without notice to SNGR.

12. While Enbridge filed its Application on November 19, 2025, the Indigenous Consultation Report (and attachments thereto) are only current to November 3, 2025. Not only is the Indigenous Consultation Report missing all correspondence subsequent to November 3, but Enbridge appears to have selectively omitted relevant and material correspondence between the parties. For instance, the Indigenous Consultation Report contains an e-mail from Lauren Whitwham (Manager, Community & Indigenous Engagement, Eastern Region) to SNGR dated October 17 (Line-Item Attachment 3.29), but omits SNGR's response of October 20 (contained in the same e-mail thread) wherein SNGR delivers a copy of its Consultation and Accommodation Policy and notifies Enbridge that the CAP Team had decided that a structured consultation process would be required prior to any further project discussions with Enbridge.

13. A tabbed brief of communications between Enbridge and SNGR in relation to the Project that were omitted from Enbridge’s Consultation Report (or exchanged subsequently) is attached at **Tab 1** to these written interrogatories.

14. On February 2, 2026, SNGR wrote to the Ontario Energy Board to request intervenor status. In its request, SNGR outlined its concerns and noted that no consultation had taken place on the Project.

15. SNGR’s concerns remain outstanding and have not been meaningfully addressed by Enbridge.

Questions:

- I. Were any contemporaneous notes or other written materials taken by Enbridge during the parties’ June 10, 2025 and November 25, 2025 meetings, and other meetings between SNGR and Enbridge related to the Project (collectively, “**Project Meetings**”)?
 - a. For each meeting, if not, SNGR requests an explanation of why.
- II. Were any notes, memoranda, summaries, talking points and/or other documents¹ prepared by or for Enbridge ahead of and/or in relation to the Project Meetings? If so, SNGR requests copies of same.
 - a. For each meeting, if not, SNGR requests an explanation of why.
- III. Were any notes, memoranda, summaries, talking points and/or other documents prepared by or for Enbridge following each of the Project Meetings, in respect of the items discussed at these meetings? If so, SNGR requests copies of same.
 - a. For each meeting, if not, SNGR requests an explanation of why.
- IV. An explanation for why, despite being asked to introduce SNGR to the Project in the June 10, 2025 meeting, Enbridge failed to do so.
- V. Confirm whether it is Enbridge’s practice not to take notes of its consultation meetings with Indigenous communities who have raised issues or concerns with respect to its projects. If so, why is this the practice?
- VI. Whether Enbridge received any notice that its e-mail of July 18, 2025 attaching the PDR had failed to deliver. If so, why did Enbridge do nothing to remedy that failure.
- VII. Confirm whether it is Enbridge’s practice to follow-up with Indigenous communities with whom it is in active discussions.

¹ For the purpose of these written interrogatories, “documents” are deemed to include any and all internal and external correspondence, notes, memoranda, summaries or other records, whether in paper or electronic format.

- a. If so, explain the reason for Enbridge’s departure from that practice with SNGR – specifically with respect to the failed delivery of the PDR; or
 - b. If not, explain the reason why this is the practice.
- VIII. To the extent not answered by item VII, an explanation of why Enbridge did not follow-up with SNGR to confirm receipt of the July 18, 2025 e-mail.
- IX. An explanation as to what led Enbridge to instruct Stantec, or led Stantec to otherwise conclude, that extensive consultation had taken place with SNGR prior to the preparation of the draft Environmental Report.
- X. An explanation for why, after Enbridge was made aware that SNGR had not received necessary information, it continued to prepare the Environmental Report on an ordinary timeline, rather than adjusting the timeline to remedy SNGR’s lack of notice and information.
- XI. Confirm what, if any, commitments were made to SNGR in relation to the Project during the November 25, 2025 meeting.
- XII. In relation to item XI, more specifically SNGR requests an explanation for why Enbridge chose to file this Application rather than consult with SNGR via the consultation process involving the CAP Team that SNGR had requested.
- XIII. What steps (if any) has Enbridge taken in this Project to ensure that Indigenous, and specifically SNGR’s, traditions and worldviews are (and will be) considered, listened to and respected?
- XIV. In respect of the items discussed between the parties, an explanation of how Enbridge has responded to or otherwise addressed – or intends to respond to or otherwise address – the items discussed, together with all documents in respect of same, including but not limited to:
 - a. SNGR’s broader concerns regarding the relationship between Enbridge and SNGR, not only with respect to the Project but the parties’ relationship going forward, including SNGR’s request to implement a structured consultation process;
 - b. Broader compliance with SNGR’s Consultation & Accommodation Policy, including but not limited to the requirement to obtain SNGR’s free, prior and informed consent prior to commencing any project that may adversely affect SNGR’s rights or interests.

If Enbridge does not intend to respond to or otherwise address the issues enumerated above, please provide the basis for Enbridge’s refusal to consider SNGR’s requests in this regard.

- XV. An explanation for why Enbridge commenced this application after effectively no consultation with SNGR with respect to the Project. Specifically, why Enbridge

commenced this Application while in the midst of discussions with SNGR about establishing a structured consultation process with SNGR's CAP team.

- XVI. SNGR requests that Enbridge file an updated Indigenous Consultation Record containing complete threads of all communications with SNGR with respect to the Project.
- XVII. Explain why Enbridge omitted SNGR's correspondence dated October 20, 2025 from its Indigenous Consultation Record.
 - a. With respect to item XVI above, SNGR requests a similar explanation for any and all communications contained in its updated ICR, that had been omitted from its Indigenous Consultation Record.
- XVIII. Explain why Enbridge omitted SNGR's Consultation & Accommodation Policy from its Indigenous Consultation Record.
- XIX. Explain how Enbridge simultaneously telling SNGR that Enbridge "is committed to building a strong, respectful, and responsive relationship" with respect to the Project and overall, and working to "foster a more engaged and collaborative connection moving forward", while simultaneously (without notifying SNGR) preparing and delivering this Application, is consistent with reconciliation and collaboration with SNGR.
- XX. Accommodation is an established component of the duty to consult and accommodate, separate and apart from consultation and mitigation measures and capacity funding. What is Enbridge's plan to financially accommodate SNGR for Enbridge's disruption to, and indefinite ongoing use of, SNGR's territory for its own profit?
- XXI. What is Enbridge's plan to comply with all aspects of SNGR's Consultation and Accommodation Policy? Please detail with specific reference to the definitions of "Consultation" and "Accommodation" in section 5, as well section 10 [Responsibility of Proponents].
- XXII. SNGR's Consultation and Accommodation Policy provides that the guiding principle of consultation and accommodation shall be that the process "must be guided by the principles established by the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP)" (s 3). SNGR requests an explanation of how Enbridge's consultation with respect to the Project has complied with UNDRIP.

SNGR-2 (Enbridge’s Consultation Obligations on the Project as Delegated by the Crown)

Reference:	Letter from Ministry of Energy to D. Janisse dated October 19, 2021 (Application, Exhibit H, Tab 1, Attachment 2)
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Preamble

1. On August 27, 2021, Enbridge provided the Ontario Ministry of Energy (“MEM”, now the Ontario Ministry of Energy and Mines) with a description of the Project to determine if there are any duty to consult requirements in respect of the Project.
2. By responding letter dated October 19, 2021, the MEM advised Enbridge (among other things):
 - (a) The Government of Ontario (the Crown) has a constitutional Duty to Consult and, where appropriate, accommodate Indigenous communities when it has knowledge of established or credibly asserted Aboriginal or treaty rights protected under section 35 of Canada’s *Constitution Act, 1982* (s. 35 rights), and it contemplates conduct that might adversely affect those rights. The Crown may delegate the procedural aspects of consultation to project proponents (i.e., Enbridge) (p. 1);
 - (b) The Crown has a duty to consult in respect of the Project, and MEM is delegating the procedural aspects of consultation in respect of the Project to Enbridge (p. 2);
 - (c) That the Crown will retain oversight over all aspects of the consultation process (p. 2); and
 - (d) Based on the Crown’s assessment of First Nation and Métis community rights and potential project impacts, the following Indigenous communities should be consulted on the basis that they have or may have constitutionally protected Aboriginal or treaty rights that may be (p. 2).
3. Through receipt of this letter, Enbridge acknowledged this Crown delegation and the procedural consultation responsibilities enumerated in the attached appendix (p. 3).
4. The Appendix to this letter outlined certain roles and responsibilities of Enbridge and the Crown related to the duty to consult with respect to the Project. The Appendix stipulated (among other things):
 - (a) Various responsibilities in respect of the Project (pp. 4-5);
 - (b) If Enbridge is unclear about the nature of a concern raised by an Indigenous community, it should seek clarification and further details from the community, provide opportunities to listen to community concerns and discuss options, and clarify any issues that fall outside the scope of the consultation process (p. 5);

- (c) Enbridge can also seek guidance from the Crown at any time. It is recommended that Enbridge contact the Crown if it is unsure about how to deal with a concern raised by an Indigenous community, particularly if the concern relates to a potential adverse impact on established or asserted Aboriginal or treaty rights (p. 5);
- (d) The consultation process must maintain sufficient flexibility to respond to new information. MEM requests that Enbridge make every reasonable effort to establish positive relationships with all Indigenous communities that may be affected by the Project. (p. 5);
- (e) It is important to ensure that all consultation activities undertaken with Indigenous communities are fully documented, including all attempts to support the procedural aspects of consultation undertaken by Enbridge (p. 6);
- (f) The nature of the contents of the Indigenous Consultation Record should be shared with SNGR, and their permission to share this information with the Crown should be obtained (p. 7).

Questions:

- I. What training did Enbridge staff receive regarding the delegation by the Crown of its duty to consult and accommodate to Enbridge with respect to the Project?
- II. Did Enbridge ever seek guidance from the Crown on how to address a concern raised by SNGR in respect of the Project? If so, please provide details of such guidance and any internal and external documents prepared or exchanged in respect of these discussions.
- III. Based on this letter, what was Enbridge's understanding of what the duty to consult and accommodate required it to do with regard to SNGR and the Project.
- IV. Explain the steps that Enbridge took in making "all reasonable efforts" to establish positive relationships with SNGR in respect of the Project.
- V. Explain how Enbridge's consultation with SNGR fulfilled its responsibility to "[follow] up, as necessary, with Indigenous communities to ensure they received Project Notices and information[...]", as set out in the Appendix.
- VI. Without limiting the generality of item V, explain how filing the Application while SNGR's concerns remained unaddressed, and while SNGR had proposed a structured process with its CAP team to repair the relationship between SNGR and Enbridge, constitutes Enbridge taking "every reasonable effort to establish a positive relationship" with SNGR.
- VII. Did Enbridge retain any sub-contractors to support the procedural aspects of consultation undertaken by it? If so, was SNGR made aware of such sub-contractors' role? Please

provide all internal and external documents in respect of these delegations (if any) and Enbridge's notice of same to SNGR.

- VIII. Enbridge did not fully document its consultation activities. Explain the steps Enbridge will be taking moving forward to ensure that this element of the MEM's delegated responsibilities will be satisfied going forward.
- IX. The contents of the Indigenous Consultation Report were not shared with SNGR, nor was SNGR's permission to share this information obtained. Why not?
- X. With respect to item IX, the Crown had advised Enbridge that it should share the Indigenous Consultation Report with SNGR. Given that Enbridge did not do this, explain how Enbridge arrived at the conclusion that consultation with SNGR has been "adequately discharged".

Respectfully submitted on behalf of the intervenor Six Nations of the Grand River
February 23, 2026



Brittiny Rabinovitch
Counsel for SNGR

TAB 1

**Ontario Energy Board
EB-2025-0313**

IN THE MATTER OF *an application by Enbridge Gas Inc. for exemption from leave to construct a natural gas pipeline and associated facilities in the City of Burlington*

Brief of Additional Communications between Enbridge and SNGR re: Cedar Springs Reinforcement Project

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B	E-mail from P. Graham to B. Bullough Re: Enbridge Project Meetings - Including Port Colborne and Cedar Springs	2026-02-02
C	E-mail from P. Graham to B. Bullough Re: Enbridge Gas Port Colborne Reinforcement Project- Draft Environmental Report	2025-11-24

TAB A1

From: Peter Graham

Sent: October 28, 2025 9:07 AM

To: 'Lauren Whitwham' <Lauren.Whitwham@enbridge.com>

Cc: McCabe, Shannon (She/Her) (MEM) <shannon.McCabe@ontario.ca>; Brent Bullough <Brent.Bullough@enbridge.com>

Subject: RE: Mississauga Reinforcement Line

Hi Lauren,

Great, I'll ask Dawn to send an invite.

There are lots of outstanding items from the July 10 meeting. I've asked Dawn to transcribe her notes and hope to receive them within the next couple of weeks.

From my notes:

- No response to our key issue, the need for baseline natural environmental studies on preferred routes, at this stage, so we can determine rights impacts and mitigation
- Lauren, our Wildlife and Stewardship Manager, outlined some high-level mitigation standards and highlighted at least one company with positive, rule of thumb-type, mitigation techniques. At various points I have Enbridge responding "We can take it away" or "We will look into it".
- No response recorded for the environmental study components Lauren would like to see.
- Company benefitting from the Port Colborne work: I believe I know the answer, but Enbridge reps weren't sure if they were allowed to tell us, so promised to get back.
- Phil Monture, our founding director, noted concerns about Enbridge's conduct and relationship with SNGR - both stemming from this meeting and more broadly - which I don't believe received a substantive response.

Just saw Brent's email, which is completely disingenuous. Enbridge cannot seriously believe we have no concerns about its Port Colbourne project.

As previously relayed to Enbridge, field monitors cannot consult on behalf of SNGREC. That role is reserved for the Consultation and Accommodation Team.

At the October 9th meeting, Enbridge acknowledged using field monitors to consult on behalf of SNGREC was a 'problem', but your company is now doubling down on this unethical behaviour.

Enbridge may not like what the CAP Team has to say about its projects, but it's a commonly accepted principle that proponents do not have a right to appoint the respondent's representatives.

This again speaks to the need for a structured consultation process prior to further discussions about Enbridge projects.

Thanks, Peter

From: Lauren Whitwham <Lauren.Whitwham@enbridge.com>
Sent: October 24, 2025 10:18 AM
To: Peter Graham <LRCS@sixnations.ca>
Cc: McCabe, Shannon (She/Her) (MEM) <shannon.McCabe@ontario.ca>; Brent Bullough <Brent.Bullough@enbridge.com>
Subject: [External] RE: Mississauga Reinforcement Line

Hi Peter,

Thanks for your patience. I've been travelling for work.


We would be able to make November 25 at 2pm work. I will put holds in the Enbridge calendars until you can provide a meeting invite with the location etc for the meeting.

In reviewing with the Enbridge and Stantec people that attended the June 10 meeting, they were not aware that anything was outstanding. Are you able to identify what from the June 10 meeting that SNGR is still looking for a response to so I can ensure that the Enbridge team can appropriately respond?

Additionally, could you please provide us with a list of the studies that Six Nations would like to see for planned facilities projects and the studies missing from the Mississauga Reinforcement Project?

Thanks again,
Lauren

From: Peter Graham <LRCS@sixnations.ca>
Sent: Monday, October 20, 2025 3:14 PM
To: Lauren Whitwham <Lauren.Whitwham@enbridge.com>
Cc: shannon.McCabe <shannon.McCabe@ontario.ca>; Brent Bullough <Brent.Bullough@enbridge.com>
Subject: [External] RE: Mississauga Reinforcement Line



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Good afternoon Lauren,

That is reassuring to hear. However, everyone on the SNGR side shares my recollection, and we still haven't received a response to the June 10th meeting. As you suggest, this may speak to our ongoing miscommunication problem.

Last week, at our monthly internal meeting, the CAP Team decided a structured consultation process was required prior to further project discussions with Enbridge. To that end, we have availability anytime on Nov. 21, or 2 pm on the 25th, for an in-person meeting [in our experience, in-persons are vital for resetting relationships in a positive way]. If neither date works for your team, please suggest some additional times.

I've attached our Consultation and Accommodation Policy.

Pleased to meet you, Brent. I hope you can foster more collaborative dialogue between SNGR and Enbridge.

Thank you, Peter

From: Lauren Whitwham <Lauren.Whitwham@enbridge.com>

Sent: October 17, 2025 5:58 PM

To: Peter Graham <LRCs@sixnations.ca>

Cc: shannon.McCabe <shannon.McCabe@ontario.ca>; Brent Bullough <Brent.Bullough@enbridge.com>

Subject: [External] FW: Mississauga Reinforcement Line

Good afternoon Peter,

Thank you for reaching out and expressing the concerns of Six Nations. I want to acknowledge that there seems to have been a miscommunication, as it was not our intention to suggest verbal comments don't count or warrant a response. In fact, we find that often the most efficient and effective way to deal with questions or concerns about a project is through face-to-face discussions. I do want to take the weekend to re-read and absorb your email and think of how Enbridge can begin to rebuild the relationship with Six Nations.

Based on an initial review of your email, and recalling the discussion in the Oct 9 meeting, I was hoping you could provide us with a few things.

1. Could you please provide us with a list of the studies that Six Nations feels are missing from the Mississauga Reinforcement Project record.
2. Could you please provide us with a list of the studies that Six Nations would like to see for planned facilities projects?
3. Can you please provide some dates that work for your team to continue the discussion on Port Colborne and Cedar Springs Projects?
4. Could you please provide us with the SNGR's Consultation & Accommodation Policy you referenced in your email?

I'd like to share that we're making a change in the Enbridge representative who will be engaging with Six Nations. Brent Bullough will be stepping into this role on an interim basis. Brent brings over 10 years of experience with Enbridge and is committed to building a strong, respectful, and responsive relationship. He will be attentive to your communications and available to support meeting requests and ongoing dialogue. We believe this change will help foster a more engaged and collaborative connection moving forward.

Again, thank you for expressing the concerns of Six Nations.

Lauren

Lauren Whitwham

Manager, Community & Indigenous Engagement, Eastern Region

Public Affairs, Communications & Sustainability

—

ENBRIDGE INC.

CELL: 519-852-3474 | lauren.whitwham@enbridge.com

109 Commissioners Road West, London, ON N6J 1X7

Safety. Integrity. Respect. Inclusion. High Performance

From: Peter Graham <LRCS@sixnations.ca>

Sent: Thursday, October 16, 2025 11:57 AM

To: Kevin Berube <kevin.berube@enbridge.com>

Cc: shannon.McCabe <shannon.McCabe@ontario.ca>

Subject: [External] Mississauga Reinforcement Line

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Good morning Kevin,

The Consultation and Accommodation Process Team has discussed last week's meeting. We're particularly concerned with Enbridge's contention that our prior meeting discussing the Mississauga and Port Colborne lines does not count, and that a response is not forthcoming, because it was verbal and not written. We've never had a proponent take that stance and are particularly surprised to hear this from Enbridge, which presumably has extensive First Nation consultation experience. As one of my colleagues said, upon hearing the status of that meeting, "But we're an oral people." The CAP Team believes consultation is impossible under these circumstances.

Considering our significant miscommunication about the Mississauga Line (including the baseline study issue and claims from both Enbridge and SNGR during the recent meeting that the other wasn't consulting), that our key Port Colborne Line meeting is being ignored by your company, that the Cedar Springs Line is off to a horrendous start, and that Enbridge is not abiding by SNGR's Consultation & Accommodation Policy, we believe an MOU, which at minimum outlines a structured consultation process, is necessary for meaningful consultation to occur on Enbridge's projects.

As Enbridge acknowledges, "We are at a pivotal moment in history—an awakening—to reset and build a foundational relationship. There is a shifting of awareness to Indigenous history, culture, rights, engagement and inclusion occurring across North America. At Enbridge, we believe we can, and should, be a leader in our industry in Indigenous engagement, inclusion, and awareness—because we have learned we can go further together." President and CEO Greg Ebel recently reiterated a similar message: "At Enbridge, we are deeply committed to reconciliation. We have learned that what we do today impacts the next seven generations, and we have a responsibility to preserve and care for the land, learn from her original inhabitants and move forward together in the spirit of healing, reconciliation and partnership."

To those ends, we would like a meeting to start crafting an MOU which can effectively reset and build our relationship so meaningful consultation can take place.

Thank you, Peter

TAB A2



Six Nations of the Grand River Consultation & Accommodation Policy

A Policy to obtain free, prior and informed consent of the peoples of
the Six Nations of the Grand River

Category: Public
Approved By: SNGREC
Effective Date: March 25, 2024

Date for Review: Annually
Previous Versions: September 24, 2013

1. Preamble

Six Nations of the Grand River (SNGR) is the largest First Nation by population in Canada. The current territory spans approximately 46,500 acres which represents only 4.8% of the 950,000 acres of the Haldimand Treaty lands that were granted to Six Nations by the Haldimand Proclamation in 1784.

As the official governing body of the territory, Six Nations of the Grand River Elected Council (SNGREC) on behalf of the peoples of SNGR has interests in and a duty to protect land, air, water and our Aboriginal economic base within the Haldimand Treaty and the wider area specified by the 1701 Fort Albany/Nanfan Treaty. The Crown has failed in their fiduciary duty to SNGR which has resulted in land disputes that harms business, resources, and hinders economic opportunities. This has caused frustration for developers, municipalities, communities, as well as the peoples of SNGR. SNGR, as a sovereign nation, is not a municipality or merely an Ontario community or stakeholder.

2. Policy Statement

- 2.1 SNGREC, in accordance with Canadian and International laws, requires that The Crown, Proponents and municipalities consult in good faith with SNGREC, acting in a fiduciary capacity on behalf of SNGR, in order to obtain the free, prior and informed consent of SNGR prior to commencing any project that may potentially affect SNGR's rights or interests.
- 2.2 SNGREC expects that effective mechanisms shall be provided by The Crown and/or Proponent for just and fair redress for any significant development activities; and all parties shall take appropriate measures to avoid and if not possible to mitigate adverse environmental, ecological, harvesting, economic, social, cultural or spiritual impacts.
- 2.3 SNGREC supports development that provides ongoing accommodation and benefits to the peoples of SNGR and is conducted in a manner that is cognisant and respectful of the environmental, ecological, harvesting, economic, social, cultural, and spiritual rights and interests of the peoples of SNGR.
- 2.4 SNGREC fully expects all Proponents, municipalities and The Crown to respect the terms of this policy.

3. Guiding Principles

The following principles shall guide all consultation and accommodation endeavours.

- 3.1 The process of consultation and accommodation must be guided by the principles established by the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP). At a minimum this must include:
 - (i) A lack of any and all coercion including, but not limited to, financial and time constraints;
 - (ii) Commencing consultation at the onset of a project, prior to decisions being made; and

- (iii) Provide full disclosure including, but not limited to, detailed reports on the project and the property.
- 3.2 Article 25 of UNDRIP states: Indigenous Peoples have the right to maintain and strengthen their distinctive spiritual relationship with their traditionally owned or otherwise occupied and used lands, territories, waters, and coastal seas and other resources and to uphold their responsibilities to future generations in this regard.
- 3.3 Article 26 of UNDRIP states:
 - (i) Indigenous Peoples have the right to the lands, territories and resources which they have traditionally owned, occupied, or otherwise used or acquired.
 - (ii) Indigenous Peoples have the right to own, use, develop, and control the lands, territories, and resources that they possess by reason of traditional ownership or other traditional occupation or use, as well as those which they have otherwise acquired.
 - (iii) States shall give legal recognition and protection to these lands, territories and resources. Such recognition shall be conducted with due respect to the customs, traditions and land tenure systems of the Indigenous Peoples concerned.
- 3.4 The process shall be based on the recognition of SNGR's inherent rights, treaty rights, and title. SNGREC must have a formal role in all decisions influencing and impacting the territory at all levels reasonably necessary to protect the rights and interests of SNGR.
- 3.5 The process shall be carried out with respect for the sacred bonds between SNGR and the land, through long term agreements that provide measures to protect the land and resources that SNGR relies on to sustain its culture, community, and economy.
- 3.6 Adequate financial resources shall be made available to SNGREC for its full and effective participation in all aspects of the Consultation and Accommodation Process.
- 3.7 Where there is to be an accommodation agreement, it must be reached with SNGREC on behalf of SNGR, prior to the commencement of the project. The accommodation agreement shall be based on the principles of perpetual care and maintenance.
- 3.8 The parties must be willing to engage in a jointly accepted dispute resolution process in the event an agreement cannot be reached.
- 3.9 SNGREC is committed to deal with each development on an individual and flexible basis.

4. Application

- 4.1 This Policy and related procedures apply to existing and new federal, provincial and municipal land use proposals, policies or regulations and all private or public land use development projects within the Haldimand Treaty and the Fort Albany/Nanfan treaty lands that affect Six Nations' Interests and Aboriginal and treaty rights.
- 4.2 This policy does not apply to private land use projects proposed by Members of Six Nations within the SNGR Territory.

5. Definitions

- 5.1 Accommodation – An amicable agreement, achieved by consultation, negotiated between two or more parties to address Third Party use of SNGR treaty and traditional lands. Mitigation is not considered accommodation. Accommodation may include, but is not limited to:
 - (i) Partnerships;
 - (ii) Joint ventures;
 - (iii) Revenue sharing;
 - (iv) Employment and educational opportunities; and
 - (v) Other arrangements that benefit SNGR.
- 5.2 Consultation – An engagement process involving two or more parties, having concern for and consideration of Six Nations of the Grand Rivers' wishes in planning and acting: with the potential to reach an accommodation agreement for the use of SNGR treaty and traditional lands. This process is

- carried out in a deliberate and good faith manner, to reach a mutually acceptable agreement(s) prior to any proposed undertaking by either party. Notification is not considered consultation.
- 5.3 Consultation and Accommodation Process (CAP) Team – A team authorized by SNGREC to carry out the process of consultation and accommodation on behalf of SNGR in accordance with the Consultation and Accommodation Process Team, Terms of Reference and Policy.
- 5.4 Due Diligence - A reasonable exercise of care that is taken by a business or person before entering into an agreement or contract with another party. It does include, but is not limited to:
- (i) The hiring of legal representation for legal analysis.
 - (ii) The hiring of financial accountants for financial analysis.
 - (iii) Community engagement of SNGR.
- 5.5 Council – Means the Six Nations of the Grand River Elected Chief and Council acting as a whole through SNGREC Resolutions.
- 5.6 Fort Albany/Nanfan Treaty 1701 - It is a treaty made between the Five Nations and the Governor of New York on behalf of Great Britain that places the Five Nations lands in Ontario and portions of the United States under the protection of Great Britain.
- 5.7 Haldimand Treaty – The land six miles on either side of the Grand River from its source (at Southgate Township) to its mouth (at Lake Erie) granted to Six Nations by the Haldimand Proclamation of October 25, 1784. Otherwise known as Haldimand Tract or Haldimand Proclamation.
- 5.8 Major projects – Projects that are on lands to which SNGR has a strong *prima facie* case for title; or are deemed by SNGREC to have a reasonable potential to cause environmental damage, result in non-compensable damage, or affect SNGR’s economic interests. These projects may include, but are not limited to:
- (i) Estate residential depending on location;
 - (ii) Large residential developments;
 - (iii) Commercial and industrial developments;
 - (iv) Changes to policies or plans or laws;
 - (v) Major transportation projects;
 - (vi) Projects that border and/or cross the Grand River;
 - (vii) Aggregate resource projects;
 - (viii) Energy, electric and water projects;
 - (ix) Extractions; and
 - (x) Special projects.
- 5.9 Minor projects – Projects deemed, by SNGREC, to present very little potential for negative effects on the environment, cultural damage, or infringement on Six Nations’ Interests, or Indigenous and treaty rights. These projects may include, but are not limited to:
- (i) Severances;
 - (ii) Variances;
 - (iii) Lot line adjustments;
 - (iv) Garden suites; and
 - (v) Some estate residential developments.
- 5.10 Norms – Any complementary norms or customary practices adopted by the CAP Team to manage the practical details of consultation operations or to guide their implementation of this Policy.
- 5.11 Proponent – A person(s), organization(s), corporation(s) and any other business entity, which may include The Crown, who puts forward a proposal to be implemented that may affect Six Nations’ rights and interests.
- 5.12 Six Nations’ Interests – SNGREC asserts their interest to include the following lands:
- (i) All lands within the Haldimand Tract; non surrendered lands and conditionally surrendered lands which are subject to unfulfilled condition(s);
 - (ii) The Grand River including the riverbed;
 - (iii) The 1701 Fort Albany/Nanfan Treaty territory; and
 - (iv) Other treaties as deemed significant by SNGREC.

- 5.13 SNGREC - Means Six Nations of the Grand River Elected Council. SNGREC includes the Elected Council Members and the Elected Chief.
- 5.14 SNGR - Means Six Nations of the Grand River. Six Nations of the Grand River is the legal name of the Elected Council and the organization as a whole.
- 5.15 Special Projects – Projects of a significant size or importance that, in the opinion of SNGREC, has a reasonable potential to affect Six Nations’ Interests or infringe on SNGR’s rights.
- 5.16 The Crown – His Majesty in right of Canada and His Majesty in right of Ontario and their respective governments and agencies.
- 5.17 Third Parties – A person; other than The Crown, SNGREC, or the Proponent; who is either directly or indirectly affected by a project.
- 5.18 Chief Executive Officer (CEO) - Is the CEO for SNGR.
- 5.19 Community Engagement – The process of seeking, receiving, following, and transmitting the sentiment, concerns, thoughts, and feedback of SNGR members, traditional and cultural leaders, and community groups.
- 5.20 Members – Anyone registered as a member of Six Nations of the Grand River and thus belonging to our Nation.
- 5.21 Traditional, cultural or community leaders – Any member validly recognized by SNGR as a
 - (i) Clan Mother;
 - (ii) Traditional Haudenosaunee Confederacy Chief;
 - (iii) Former Elected Chief;
 - (iv) Six Nations elder; or
 - (v) Community leader as otherwise defined by SNGR.
- 5.22 Community or leadership groups – Any groups or organizations formed of SNGR members or lawfully based on SNGR seeking to provide collective or institutional feedback, including:
 - (i) Six Nations Men’s Fire;
 - (ii) Mohawk Workers; or
 - (iii) Any other group as so recognized by SNGR.
- 5.23 Affiliated cultural leaders – Any non-member validly recognized by SNGR as a traditional Haudenosaunee Confederacy Chief, Iroquois Caucus participant Chief, or Elected Grand Chief of a separate Haudenosaunee or Iroquois First Nation or Tribe.
- 5.24 Policy - The SNGR Consultation and Accommodation Policy
- 5.25 Capacity Funding Agreement (CFA) - The CFA is to enable SNGREC to be adequately financed to do due diligence on the project and to reach an accommodation agreement.
- 5.26 Term Sheet - The legal agreement for the accommodation from the development/project that is subject to community engagement.
- 5.27 Accommodation Agreement - The legal contract that is entered into after supportive community engagement and SNGREC approval.
- 5.28 Community Engagement Process (CEP) - A guide on conducting community engagement in SNGR.
- 5.29 Environmental Levy Policy - A policy on SNGR’s environmental minimums and enhancements that was approved by SNGREC.

6. Enforcement

- 6.1 If a Proponent or The Crown fails to abide by this Policy, SNGREC may take one or more of the following actions:
 - (i) Dispute resolution;
 - (ii) Legal action; and
 - (iii) Any other action deemed reasonable.

7. Non-Derogation

7.1 Nothing in this Policy, pursuant to section 25 of the Charter of Rights and Freedoms, shall be construed so as to abrogate or derogate from the protection provided for Six Nations' existing Aboriginal or treaty rights as recognized by section 35 of the *Constitution Act* 1982, the Royal Proclamation of October 7, 1763, and any rights or freedoms that now exist by way of land claims agreements or may be so acquired.

7.2 Nothing in this Policy shall be construed as to affect the Aboriginal or treaty rights, as recognized by section 35 of the *Constitution Act*, 1982, of any other First Nation.

8. Responsibilities of The Crown

8.1 The Crown, in obtaining free, prior and informed consent is required to:

- (i) Operate in good faith;
- (ii) Uphold the honour of The Crown;
- (iii) Notify and consult on all policy and process changes;
- (iv) Keep abreast of the status of the consultation process throughout;
- (v) Contribute in a meaningful and timely way when necessary;
- (vi) Participate in consensus decision making;
- (vii) Uphold Six Nations' rights and interests;
- (viii) Conduct consultation in the most expeditious manner possible consistent with SNGREC policies and processes;
- (ix) Ensure the consultation process is adequately and securely funded;
- (x) Accommodate Six Nations rights and interests that have been asserted; and
- (xi) Monitor compliance of the accommodation agreement(s).

9. Responsibilities of SNGREC

9.1 SNGREC will:

- (i) Operate in good faith;
- (ii) Ensure transparency and accountability in the CAP;
- (iii) Respect the concerns, values, and opinions of all Six Nations Members;
- (iv) Provide all Six Nations Members, with reasonable opportunity to comment on projects during community engagement;
- (v) Promote and encourage the use of the CAP;
- (vi) Negotiate with Proponents for adequate resourcing required to ensure due diligence is completed;
- (vii) Monitor compliance of the CAP; and
- (viii) Negotiate accommodation agreements and ensure compliance with the same.

10. Responsibilities of Proponents

10.1 Proponents are expected to:

- (i) Operate in good faith;
- (ii) Ensure transparency to the CAP Team;
- (iii) Notify SNGREC of any proposed projects as early as possible;
- (iv) Follow the consultation and accommodation process;
- (v) Provide all project information in a timely manner and capacity funding required for due diligence; and
- (vi) Comply with all negotiated accommodation agreements;

11. Overview of the Consultation and Accommodation Process

- 11.1 SNGREC asserts that notification of a project does not constitute consultation.
- 11.2 Contact between SNGREC and a Proponent may be initiated through informal meetings and/or other forms of communication. This may be interpreted as a sign of good faith and honourable intention. However, this initial communication shall not be considered to fulfill the duty to consult.
- 11.3 Proponents must consult with SNGREC prior to the onset of the proposed project.
- 11.4 Proponents must provide SNGREC with detailed descriptions of the proposed project and any other related documentation requested by SNGREC. This includes, but is not limited to:
 - i) Environmental Assessments or Environmental Impact Studies;
 - ii) Archaeology Reports;
 - iii) Developmental and Related fees;
 - iv) Building plans and Timelines; and
 - v) Other Studies and Documents.
- 11.5 Ensure compliance with the Environmental Levy Policy for every development/project.
- 11.6 Follow up meetings and site visits will occur as necessary.
- 11.7 Accommodation is a key part of every consultation.
- 11.8 Legal counsel will review any term sheets. The Proponent will pay the cost of the legal counsel.
- 11.9 Negotiations shall be carried out in a mutually agreeable, impartial manner. The structure, procedure, timing, location and parties shall be agreed to by all parties before the negotiation process commences.
- 11.10 In the event that a mutually acceptable agreement is no longer reasonably attainable, then SNGREC may start a dispute resolution process.
- 11.11 The CAP Team may supplement this Policy with its own complementary norms or customary practices to manage the practical details of any process or direction set out herein.

12. Minor Projects

- 12.1 If a Proponent is proposing a minor project, the Proponent shall submit to SNGREC all relevant documentation on the land being used and the project itself.
- 12.2 SNGREC will review the documentation provided and if necessary, request any additional documentation.
- 12.3 SNGREC reserves the right to request regular updates on specific aspects of Minor Projects.

13. Major Projects

- 13.1 SNGREC recognizes that not all Major Projects present equal levels of risk to Six Nations' Interests or inherent Aboriginal and Treaty Rights.
- 13.2 SNGREC reserves the right to deal with each project on an individual basis within this framework.
- 13.3 The Proponent shall provide SNGREC with all related documentation relevant to the project.
- 13.4 The Proponent and the CAP team will negotiate CFA.
- 13.5 When a draft CFA has been negotiated the CAP Team will present the CFA to Council/CEO for approval and signature.
- 13.6 The CAP team will exercise due diligence as required for the project.
- 13.7 The CAP team will negotiate a term sheet of the potential community benefit. Normally this will happen before the community engagement, but in some circumstances, it can occur after.
- 13.8 The CAP team will take the term sheet to Council for approval to take to the community.
- 13.9 The CAP team will engage with the community in accordance with the community engagement process as set out below.
- 13.10 The CAP team makes a recommendation to council on the community engagement.
- 13.11 The CAP team will present the community's support for the project and the accommodation agreement to Council for final approval.

13.12 If at any point during this process prior to the definitive agreement, Council decides to cease consultation, or opposes the project, a Letter of Objection shall be furnished to The Crown and to the Proponent.

14. Community Engagement Process

14.1 Community Engagement can include, but is not limited to:

- (i) Door to door engagement;
- (ii) Social media (Facebook, Instagram, Twitter, Tik Tok, etc.);
- (iii) Virtual meetings conducted on platforms such as Zoom, Microsoft Teams, or Webex;
- (iv) In person meetings/events;
- (v) Feedback/comments/questions through Email;
- (vi) Online survey and comments/questions/feedback on sixnations.ca;
- (vii) Feedback/comments/questions by telephone;
- (viii) Mail out feedback forms that are to be dropped off when completed;
- (ix) Radio and/or Newspaper advertisement; and
- (x) SNGR App.

14.2 The CAP Team will engage with the community for consideration of the project and the term sheet in accordance with our community engagement process as set out in this document and in any accompanying documentation as approved by Council, as well as with any complementary Norms. Engagement will normally occur after a term sheet is finalized but can occur before. The CAP Team shall allow a reasonable amount of time for all Six Nations Members to submit comments on the project. The CAP Team shall give all reasonable submissions consideration.

14.3 If the community supports the project, the CAP Team and the proponent will negotiate a final accommodation agreement; if no support, then the CAP Team and the Proponent go back to negotiate a new term sheet.

14.4 The CAP Team will further engage the community to inform them of the option selected for the community benefit.

14.5 SNGR has established this process as the sole process that governments, proponents, and municipalities must comply with to fulfill their duty to consult.

14.6 After being notified of a project or proposal, the significance of which meets the size and circumstance thresholds for community engagement as set out in any relevant complementary norms, the CAP Team will begin their engagement with the community within a reasonable time in accordance with any Norms and the nature of the project in question.

14.7 The CAP Team will conduct this engagement with the community in such a way as to ensure that all interested members, including but not limited to traditional chiefs, clan mothers, cultural leaders, and community groups, are informed of the respective project or proposal and its impacts on any asserted or established rights.

14.8 The CAP Team will provide community members, chiefs, leaders, and groups with the opportunity to share their perspective on any project or proposal, or to seek any additional information or clarification from SNGR, or through SNGR from any proponent, government or municipality.

14.9 SNGR will share any formal feedback from traditional chiefs, cultural leaders, and community groups with the Crown, proponents or municipalities as appropriate and as requested by any such community leader or leadership group.

14.10 SNGR prohibits outside governments or proponents from interfering in our community engagement by conducting their own separate, parallel engagement internal to our community in a way that conflicts with our established procedures or undermines our community's interests, rights, or jurisdictional integrity.

14.11 SNGR also prohibits any payment intended to satisfy the interests or rights of the Six Nations community from being made to any individual or organization not expressly authorized by, and accountable to, SNGR.

- 14.12 SNGR may also consult other individuals or groups at its discretion, including affiliated cultural leaders, insofar as appropriate in the interests of the SNGR community.
- 14.13 Confidentiality of sensitive, personal, or proprietary information for all projects will be respected by the CAP Team and information shared will be determined on a case-by-case basis in accordance with any relevant complementary norms, confidentiality requirements, or privacy limitations.
- 14.14 Additional details and practical steps involved in community engagement may be found in the SNGR CEP Booklet and the SNGR CEP 10-Step Guide.

15. Approval

- 15.1 SNGREC has the final approval of all agreements/accommodations. The CAP Team will take all agreements/accommodations to SNGREC for their approval and signature as the final step.
- 15.2 If the accommodation/agreement is approved by SNGREC, the CAP Team will communicate the acceptance to the Proponent/The Crown/Third Party.
- 15.3 If the accommodation/agreement is not approved by SNGREC, the CAP Team will communicate this non acceptance to the Proponent/The Crown/Third Party
- 15.4 The CAP Team will also take Non-Disclosure Agreements (NDAs) and Capacity Funding Agreements (CFAs) to the SNGREC/CEO for their approval and signature so that the CAP Team can do due diligence and proceed onto the next steps.

16. Dispute Resolution

- 16.1 If at any point throughout the consultation and accommodation process the parties feel that an agreement cannot be reached, they may opt to pursue a dispute resolution process which may include arbitration.
- 16.2 Any dispute resolution process must be:
 - (i) Conducted in a manner where Six Nations has equal decision making power;
 - (ii) Conducted in an impartial and mutually acceptable manner; and
 - (iii) Conducted in a timely manner.
- 16.3 The process of consultation shall cease for the duration of a dispute resolution process.
- 16.4 A third party may receive standing in a dispute resolution.

17. Responsibility

- 17.1 The Chief Executive Officer (CEO) of SNGR is the Procedural Authority and is authorized to approve any procedures, guidelines, applications, and forms that are required for the implementation of this Policy.
- 17.2 The CAP Team is the Position Responsible and is accountable for ensuring: the ongoing accuracy of the Policy; that any procedures, guidelines, and forms are developed and approved by the Procedural Authority; that the Policy is reviewed when scheduled; and that the distribution requirements are met.
- 17.3 The Director of the Lands and Resources Department is the Implementation Body/Position and is responsible for ensuring that the policy is enforced and implemented in a timely manner.

18. Review and Amendment

- 18.1 SNGREC shall review this Policy on at least an annual basis.
- 18.2 Any ongoing consultations shall not be affected by changes to the Policy, unless agreed to by all parties.
- 18.3 SNGREC reserves the right to amend or clarify the policy as it considers necessary to reflect its intended application.

19. Related Documents

- 19.1 Global Solutions Booklet.
- 19.2 Six Miles Deep Booklet.
- 19.3 Land Rights and Financial Justice Booklet.
- 19.4 Community Engagement Process Document.
- 19.5 Environmental Levy Policy.

20. Key Stakeholders

- 20.1 SNGR.
- 20.2 The CAP Team.

21. Authorization

- 21.1 This updated Policy was approved by Six Nations of the Grand River Elected Council on ICPL#7703/25/2024 to be effective on that date. This Policy shall repeal and replace previous policies on consultation and accommodation relating to development of Six Nations lands.

TAB B

From: Peter Graham

Sent: February 2, 2026 1:48 PM

To: 'Brent Bullough' <Brent.Bullough@enbridge.com>

Cc: Dawn Russell <dawnrussell@sixnations.ca>; Lauren Whitwham <Lauren.Whitwham@enbridge.com>; Native Lands LTD <nativelandsltd@gmail.com>; Tayler Hill <tayler.hill@sixnations.ca>; Tanya Hill-Montour <tanyahill-montour@sixnations.ca>; Lonny Bomberry <lonnybomberry@sixnations.ca>; Lauren Jones <laurenjones@sixnations.ca>; Kelsey Mills <Kelsey.Mills@enbridge.com>; Gabrielle Lapalme <gabrielle.lapalme@enbridge.com>

Subject: RE: Enbridge Project Meetings - Including Port Colborne and Cedar Springs

Hi Brent,

Because of Enbridge's filings, we're retaining a lawyer for both Port Colborne and Cedar Springs. We'll be in touch once we've had a chance to discuss this with counsel.

Thank you, Peter

From: Brent Bullough <Brent.Bullough@enbridge.com>

Sent: February 2, 2026 11:47 AM

To: Peter Graham <LRCS@sixnations.ca>

Cc: Dawn Russell <dawnrussell@sixnations.ca>; Lauren Whitwham <Lauren.Whitwham@enbridge.com>; Native Lands LTD <nativelandsltd@gmail.com>; Tayler Hill <tayler.hill@sixnations.ca>; Tanya Hill-Montour <tanyahill-montour@sixnations.ca>; Lonny Bomberry <lonnybomberry@sixnations.ca>; Lauren Jones <laurenjones@sixnations.ca>; Kelsey Mills <Kelsey.Mills@enbridge.com>; Gabrielle Lapalme <gabrielle.lapalme@enbridge.com>

Subject: [External] RE: Enbridge Project Meetings - Including Port Colborne and Cedar Springs

Hi Peter,

During our meeting on November 25, 2025, we agreed to reconnect in January to continue discussions on the Port Colborne and Cedar Springs projects. We would like to schedule a meeting to review both projects in more detail and hear any comments from Six Nations on the projects.

A few follow-up items from our November 25 meeting:

- As requested, Stantec re-sent the links to the draft Environmental Reports for both

projects on November 28. Is Six Nations able to share any comments or questions regarding the reports or the proposed mitigation measures?

- We have confirmed that we do not anticipate tree removal will be required for the Port Colborne project.
- We have also confirmed that the project area is outside the Lyons Creek soil zone that Lauren Jones raised during our November meeting. This information was shared with, and acknowledged by, Lauren on November 28, 2025.
- Stage 2 archaeology for Port Colborne is planned for early 2026, as soon as weather allows. Six Nations will be invited to participate.

Please let me know what dates might work for your team, and we will schedule a meeting accordingly.

Thanks, Peter. We look forward to hearing from you soon.

Brent

From: Brent Bullough

Sent: Friday, January 23, 2026 10:32 AM

To: 'Peter Graham' <L RCS@sixnations.ca>

Cc: Gabrielle Lapalme <gabrielle.lapalme@enbridge.com>

Subject: RE: Enbridge Project Meetings - Including Port Colborne and Cedar Springs

Hi Peter,

Hope you had a good week and happy Friday!

Please let me know if there are any dates that can work for meetings on Port Colborne and Cedar Springs.

And, of course, let me know if you have any questions or concerns in the meantime.

Thanks,

Brent

From: Brent Bullough

Sent: Monday, January 19, 2026 4:31 PM

To: 'Peter Graham' <L RCS@sixnations.ca>

Subject: RE: Enbridge Project Meetings - Including Port Colborne and Cedar Springs

Hi Peter,

Looping back to this, are there any dates that would work for you and the team for a meeting on one or both of the Port Colborne and Cedar Springs projects?

As we work to schedule a meeting, feel free to share any comments or questions via email on the projects that may have emerged during your review of the draft ERs, to which links were resent to you, Tanya, and Lonny from Stantec on November 28.

Thanks, and hope to hear from you soon.

Brent

From: Peter Graham <LRCS@sixnations.ca>
Sent: Friday, December 19, 2025 10:13 AM
To: Brent Bullough <Brent.Bullough@enbridge.com>
Subject: [External] RE: Enbridge Project Meetings - Including Port Colborne and Cedar Springs

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Hi Brent,

Sounds like we're in the same boat for holiday prep! Thank you for confirming the PC customer is whom I suspected.

I've now received the apps seeking orders for both Port Colborne and Cedar Springs. I've sent in the intervenor and cost letters for the former and will do the latter when I return to work on the week of the 5th

The OEB process is new to me and I'm learning how to navigate it. I'll have a better idea of future meetings once I talk to them again early in the new year.

Thank you, Peter

From: Brent Bullough <Brent.Bullough@enbridge.com>
Sent: December 18, 2025 10:48 AM
To: Peter Graham <LRCS@sixnations.ca>

Subject: [External] Enbridge Project Meetings - Including Port Colborne and Cedar Springs

Hi Peter,

I hope your holiday preparations are going well. I still have quite a bit to do myself.

I think we'd both agree that we should set up a meeting as early as possible in January to discuss projects, particularly Port Colborne and Cedar Springs, but also the others that are taking place and you have inquired about.

Are you able to provide a couple potential dates that can work for you and the Six Nations team? I'll leave it to you to determine how much time we'll need to discuss each project. Perhaps we start with Port Colborne for a length of time you feel is needed, then move onto Cedar Springs? It'd be good to keep distinct times for each of these because the teams on our end are different for each project.

Please let me know if this works for you and if you can provide some meeting date/time options. I assume virtual is best given the large number of people needed from our end for each project.

Also, I want to close the loop on a question you asked that I don't think we answered. The customer for the Port Colborne Project is Asahi Kasei Battery Separator Canada Corporation.

Thanks,
Brent

Brent Bullough (he/him)
Strategist, Community & Indigenous Engagement

Public Affairs, Communications & Sustainability

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TAB C

From: Peter Graham

Sent: November 24, 2025 9:21 AM

To: Brent Bullough <Brent.Bullough@enbridge.com>

Subject: RE: Enbridge Gas Port Colborne Reinforcement Project- Draft Environmental Report

Hi Brent,

We don't have a formal agenda. The rationale of the meeting is to discuss a structured consultation process prior to getting into any project discussions, so I'm assuming we'd only get to individual projects if a new process was mutually agreed to at the meeting. To my mind, that would involve things like earlier engagement, a SNGREC signoff being required if Enbridge tells the ministry we have no concerns, and EISs being routinely conducted for preferred routes.

See you soon, Peter

From: Brent Bullough <Brent.Bullough@enbridge.com>

Sent: Friday, November 21, 2025 12:17 PM

To: Peter Graham <L RCS@sixnations.ca>

Subject: [External] RE: Enbridge Gas Port Colborne Reinforcement Project- Draft Environmental Report

Hi Peter,

Thanks again for meeting up with me last week. I'm looking forward to continuing the conversation when we meet on Tuesday.

Do you have an agenda you can share for Tuesday's meeting?

I assume we'll be discussing the engagement process generally and for current projects – Mississauga Reinforcement, Port Colborne, and Cedar Springs – and how we can move

forward with each of them.

We want to be sure we're prepared to answer any questions or concerns Six Nations may have so please let me know if there are any agenda or other specific items you want to address.

Thanks and have a great weekend!

Brent

From: Peter Graham <LRCS@sixnations.ca>
Sent: Tuesday, November 4, 2025 3:03 PM
To: Brent Bullough <Brent.Bullough@enbridge.com>
Subject: [External] RE: Enbridge Gas Port Colborne Reinforcement Project- Draft Environmental Report

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Hi Brent,

Great, see you then. Agenda items don't start til 9:05, and council's two minutes away from the restaurant, so nothing should come up.

Thank you, Peter

From: Brent Bullough <Brent.Bullough@enbridge.com>
Sent: November 4, 2025 3:00 PM
To: Peter Graham <LRCS@sixnations.ca>
Subject: [External] RE: Enbridge Gas Port Colborne Reinforcement Project- Draft Environmental Report

Hi Peter,

Yes, 8:30 works for me. If something comes up, I can do work until the afternoon and meet up then too, but let's aim for the morning.

Thanks!

Brent

From: Peter Graham <LRCS@sixnations.ca>
Sent: Tuesday, November 4, 2025 2:50 PM
To: Brent Bullough <Brent.Bullough@enbridge.com>
Subject: [External] RE: Enbridge Gas Port Colborne Reinforcement Project- Draft Environmental Report

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Hi Brent,

I only have a council meeting in the morning, but I'm delegating just after 9 and don't know if my other items will follow immediately afterwards or hours later. Would 8:30am at the Village Café work? Afternoon should be doable but I'm assuming you'd prefer am.

Thank you, Peter

From: Brent Bullough <Brent.Bullough@enbridge.com>
Sent: November 4, 2025 2:23 PM
To: Peter Graham <LRCS@sixnations.ca>
Subject: [External] RE: Enbridge Gas Port Colborne Reinforcement Project- Draft Environmental Report

Hi Peter,

Thank you for the note. I know we have a meeting planned for later in the month to discuss these bigger issues but wonder if you'd be available for a coffee this coming Monday (Nov. 10)? I'll be at Six Nations on Sunday for my aunt's birthday celebration at the Community Centre and would be happy to stay the night if we can make an introductory meeting work on Monday.

Let me know if you're available.

Thanks,
Brent

From: Peter Graham <LRCS@sixnations.ca>
Sent: Tuesday, October 28, 2025 9:21 AM
To: Brent Bullough <Brent.Bullough@enbridge.com>

Cc: PortColborneEA@stantec.com; Tanya Hill-Montour <tanyahill-montour@sixnations.ca>; Lonny Bomberry <lonnybomberry@sixnations.ca>; Georgopoulos, Rooly <rooly.georgopoulos@stantec.com>; Caitlin Oag <caitlin.oag@enbridge.com>; Kelsey Mills <Kelsey.Mills@enbridge.com>; Candido, Mike <michael.candido@stantec.com>; Kelly, Dominique <dominique.kelly@stantec.com>; Karly Burniston <Karly.Burniston@enbridge.com>; Afrina Disha <afrina.disha@enbridge.com>; Gabrielle Lapalme <gabrielle.lapalme@enbridge.com>; Lauren Whitwham <Lauren.Whitwham@enbridge.com>

Subject: [External] RE: Enbridge Gas Port Colborne Reinforcement Project- Draft Environmental Report

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Good morning Brent,

We believe fact-based discussions with authorized organizational representatives are required for meaningful consultation to occur. We look forward to working on a structured consultation process with Enbridge next month.

Thank you, Peter

From: Brent Bullough <Brent.Bullough@enbridge.com>

Sent: October 24, 2025 5:23 PM

To: Peter Graham <LRCs@sixnations.ca>

Cc: PortColborneEA@stantec.com; Tanya Hill-Montour <tanyahill-montour@sixnations.ca>; Lonny Bomberry <lonnybomberry@sixnations.ca>; Georgopoulos, Rooly <rooly.georgopoulos@stantec.com>; Caitlin Oag <caitlin.oag@enbridge.com>; Kelsey Mills <Kelsey.Mills@enbridge.com>; Candido, Mike <michael.candido@stantec.com>; Kelly, Dominique <dominique.kelly@stantec.com>; Karly Burniston <Karly.Burniston@enbridge.com>; Afrina Disha <afrina.disha@enbridge.com>; Gabrielle Lapalme <gabrielle.lapalme@enbridge.com>; Lauren Whitwham <Lauren.Whitwham@enbridge.com>

Subject: [External] RE: Enbridge Gas Port Colborne Reinforcement Project- Draft Environmental Report

Good afternoon, Peter.

We appreciate Six Nations comments on the Port Colborne Reinforcement Project.

Enbridge Gas has introduced further opportunities for Indigenous Nations to share information regarding Aboriginal and treaty rights and rights-based concerns related to the project.

Along with the Notice of Upcoming Project (NUP) and Notice of Commencement (NOC), an Initial Environmental and Cultural Resources Summary Memo (Project Description Memo) was provided to Six Nations for review and comment on June 3, 2025. The memo summarized environmental and cultural features initially identified by the environmental consultant within the study area. Enbridge Gas requested feedback regarding traditional knowledge and Aboriginal and treaty rights within the study area so that this information could be incorporated into the environmental assessment.

Enbridge Gas met with Six Nations and were provided with a list of culturally significant plant and animal species for assessment as part of the project.

On June 6, Six Nation monitors were invited to, and participated in, a field verification visit conducted to supplement the environmental information collected for the project. In addition, Enbridge Gas conducted further field surveys of potential routes with representatives from Six Nations on July 14, 15, and 24 to assess whether species of cultural or ecological importance to the Nation were present as well as to classify vegetation using the Ecological Land Classification system to identify habitat features with potential to support Species at Risk, Species of Conservation Concern and Significant Wildlife Habitat. These visits were based on and lead by information shared by Six Nations. No concerns were raised by community members during the visits or submitted to Enbridge Gas following completion of the fieldwork.

To address Six Nations expressed concern regarding the public disclosure of traditional species of importance, Enbridge Gas revised the initial Project Description to include the results of the additional field surveys and proposed mitigation measures specific to Six Nations. The updated Project Description was provided to the community on September 8. No comments were received in response.

Enbridge Gas is of the view that appropriate opportunities were provided to share Traditional Knowledge and identify potential interactions with Aboriginal and treaty rights. Additional steps were taken to ensure this information was reflected in the Assessment and Route Evaluation.

Enbridge Gas remains committed to continued consultation should concerns arise regarding the proposed mitigation measures outlined in the Environmental Report.

Thank you.

Brent

Brent Bullough (he/him)

Strategist, Community & Indigenous Engagement

Public Affairs, Communications & Sustainability

ENBRIDGE / MARITIMES & NORTHEAST PIPELINE

TEL: 416-495-5339 | CELL: 647-280-4795

500 Consumers Road, Toronto ON M2J 1P8

enbridge.com

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From: Peter Graham <LRCS@sixnations.ca>

Sent: Thursday, September 11, 2025 1:16 PM

To: Port Colborne EA <PortColborneEA@stantec.com>

Subject: RE: Enbridge Gas Port Colborne Reinforcement Project- Draft Environmental Report

Good afternoon,

Lest there be any doubt, we strongly oppose Enbridge's application to construct the Port Colborne Reinforcement Project.

I'm disappointed to see Enbridge is again trying to plow through approvals without meaningful SNGREC consultation. Instead of delaying substantive consultation until after the company is ordered to do so by the Crown post-submission, Enbridge should seriously consider a more pro-active approach.

The key issue for this one - as with the Mississauga application - is obtaining baseline data for at least the preferred route. Once that baseline data is available, we can determine rights impacts, and then discuss avoidance, mitigation, the application of our environmental levy, etc.

The stakes are higher for this project, as more significant damage to the environment and SNGR's Aboriginal and treaty rights is expected. Yet Enbridge ignored that key request at our last meeting, where we were asked to choose a preferred route immediately after our Wildlife and Stewardship Manager explained how baseline data was needed for such decisions.

Thank you,

Peter Graham
Consultation Supervisor
Six Nations of the Grand River Elected Council

From: Kelly, Dominique <Dominique.Kelly@stantec.com>
Sent: September 10, 2025 1:56 PM
To: Peter Graham <L RCS@sixnations.ca>; Tanya Hill-Montour <tanyahill-montour@sixnations.ca>; Lonny Bomberry <lonnybomberry@sixnations.ca>
Cc: Kevin Berube <kevin.berube@enbridge.com>; Port Colborne EA <PortColborneEA@stantec.com>
Subject: [External] Enbridge Gas Port Colborne Reinforcement Project- Draft Environmental Report

Good afternoon, everyone,

Enbridge Gas Inc. doing business as Enbridge Gas Ontario (Enbridge Gas) is proposing to construct the Port Colborne Reinforcement Project (supply an industrial customer with natural gas service in the city of Port Colborne, Regional Municipality of Niagara, Ontario.

 [rpt_160951680_Port Colborne_20250909_dft_aoda.pdf](#)

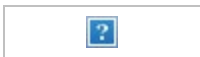
To view the report, please use the email that shows that I have shared a document with you. You will need to enter a one-time password which will be sent through Microsoft. From here, you should be able to download the files to your computer and review the report. Please let me know if you need any assistance in downloading the files and I would be happy to assist.

If you would like to have your comments considered for the Environmental Report, please provide your comments to portcolborneea@stantec.com by no later than **Monday, October 27, 2025**.

Please let me know if you encounter any issues opening the report, I am happy to assist you.

Kind regards,
Dominique Kelly, BA
Environmental Consultant.
she/her

Direct: (613) 725-5516
dominique.kelly@stantec.com



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