

THE ALBERTA ENERGY REGULATOR

IN THE MATTER OF Application No. 432  
to the Alberta Energy Regulator

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AER PROCEEDING

VOLUME 4

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Calgary, Alberta

March 11, 2024

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## 1 Proceedings taken at Govier Hall, Calgary, Alberta

2

3 March 11, 2024 Morning Session

4

5 P. Meysami The Chair

6 H. Robinson Hearing Commissioner

7 E. McNaughtan Hearing Commissioner

8

9 D. Brezina AER Counsel

10 A. Huxley AER Counsel

11 E. Arruda AER Staff

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13 A Stanislavski AER Staff

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16 G. Fitch For Qualico Developments West Ltd.

17

18 E. Appelt For the Developers Group

19

20 E. Dixon For Brookfield Residential

21 Alberta Limited

## 22 M. Cherkawsky For Brookfield Residential

23 Alberta Limited

24

25

26

1 D. Naffin For Pembina Pipeline Corporation,  
2  
3 Plains Midstream Canada ULC,  
and SECURE Energy Services  
4 T. Myers For Pembina Pipeline Corporation,  
5 Plains Midstream Canada ULC,  
6 and SECURE Energy Services  
7 T. Machell For Pembina Pipeline Corporation,  
8 Plains Midstream Canada ULC,  
9 and SECURE Energy Services  
10  
11 S. Duncanson For Keyera Corp.  
12 J. Baker For Keyera Corp.  
13  
14 J. Norris, PSR(A) Official Court Reporter  
15 \_\_\_\_\_  
16  
17  
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1 (PROCEEDINGS COMMENCED AT 9:04 AM)

2 Opening Remarks

3 THE CHAIR: Good morning. Please be  
4 seated.

5 All right. Welcome back to Govier Hall. I hope  
6 everyone had a restful weekend.

7 And just the usual reminders. If you have  
8 difficulty hearing us, just point to me. When speaking  
9 to the mic, for the benefit of our court reporter,  
10 please speak slowly and have the microphone close to  
11 you. And people who are watching the video cast -- we  
12 have video cast -- whether in the room or online, we  
13 ask nobody to record or rebroadcast, please.

14 And with that, we have Keyera today. Any  
15 preliminaries? My apologies. Nothing?

16 Please go ahead.

17 J. BAKER: Thank you, Madam Chair, and  
18 good morning, Commissioners. Jesse Baker speaking.  
19 Pronouns, he/him. I'm counsel for Keyera in this  
20 proceeding along with Mr. Sander Duncanson.

21 I'll start by asking that Keyera's witness  
22 Mr. Jarrod Beztily be affirmed, after which I'll  
23 proceed with Keyera's direct evidence.

24 THE CHAIR: Thank you.

25 Please proceed, Madam Court Reporter.

26 JARROD BEZTILNY, Sworn

1                   Direct Evidence of Keyera Corp. Witness Panel

2                   J. BAKER:                           Thank you.

3                   As a preliminary matter, we noticed that the CV  
4                   for Mr. Beztilyny that was submitted on February 9th has  
5                   not yet been marked as an exhibit in this proceeding,  
6                   but we have confirmed that -- that the hearing  
7                   coordinator did receive a copy of that document. So to  
8                   rectify that, can we have Mr. Beztilyny's CV marked as  
9                   the next exhibit, please.

10                  THE CHAIR:                           Just before we proceed, any  
11                   objections? Thank you. Seeing a negative nod.

12                  E. ARRUDA:                           That will be Exhibit 97.01.

13                  EXHIBIT 97.01 - 2024-03-11 Keyera re Jarrod  
14   Beztilyny Work History

15                  J. BAKER:                           Thank you.

16                  And I do have hard copies of that as well if  
17                   anyone, including members of the Panel, would like a  
18                   copy -- a hard copy of the CV of the witness.

19                  THE CHAIR:                           Sure.

20                  J. BAKER:                           Okay. Thank you.

21                  Q        J. BAKER:                   I'll now ask the witness,  
22                   Mr. Beztilyny, to provide a brief description of his  
23                   background, position, and role in this proceeding. Can  
24                   you do that for us, Mr. Beztilyny?

25                  A        Sure.

26   Good morning, everyone. My name is Jarrod

1 Beztilyny. I'm senior vice president of operations and  
2 engineering at Keyera. My education is in chemical  
3 engineering, and I'm a professional engineer with  
4 APEGA.

5 I've been in the energy industry over 25 years,  
6 the last 20 of which have been at Keyera, and -- and my  
7 time at Keyera has largely been in operations  
8 leadership originally with our liquids infrastructure  
9 assets, which are primarily around Edmonton and  
10 Fort Saskatchewan.

11 During that time, I had overall operational  
12 responsibility for our area facilities and pipelines,  
13 including health and safety, compliance, reliability,  
14 operating costs, integrity management, community  
15 relations and personnel management, as well as  
16 supporting the integration of new projects.

17 We saw significant growth in that area during my  
18 time there, allowing me to progress to a vice president  
19 role while still being located in the Edmonton area.

20 During my time there, I was very involved in  
21 development over and around our pipelines, including  
22 subdivision and municipal activity, light industrial  
23 activity, other pipelines, and large infrastructure  
24 projects like the ring road.

25 In late 2018, I moved over to our gas-gathering  
26 and processing business segment, essentially in the

1 same role that I had on the liquids side. Then in late  
2 2021, I assumed my current role and now have  
3 accountability for both of those operations groups that  
4 I previously led, along with our engineering,  
5 construction, and technical services groups, which  
6 includes pipeline integrity management, and I also have  
7 responsibility for our environment regulatory group.

8 I'm also the owner of Keyera's permit to practice  
9 and professional practice management plan with APEGA,  
10 which lays out how we conduct or solicit engineering  
11 services ethically and in accordance with all  
12 applicable guidelines.

13 My -- my role in the proceeding was to support  
14 review and provide input into our submission and to  
15 speak today on Keyera's behalf on the information that  
16 it contains, as well as to speak to Keyera policy in  
17 general and my experience in similar matters to -- to  
18 what we're going to talk about today.

19 E. ARRUDA: Mr. Beztilyny, can I just ask  
20 that you just slow down a little bit when you're  
21 speaking. Thank you.

22 A Yeah. Sure. Thanks.

23 Q J. BAKER: Thank you.

24 Now, Mr. Beztilyny, I'm going to ask you to adopt  
25 the evidence that has been submitted for Keyera in this  
26 proceeding. The evidence I'll ask you to adopt is

1 contained in the following documents: Keyera's written  
2 submission dated January 31st, 2024, and marked as  
3 Exhibit 72.01, and your CV which we just marked as  
4 Exhibit 97.01.

5 Mr. Beztilyny, do you confirm that those documents  
6 were prepared under your direction and control?

7 A I do.

8 Q And are there any corrections that you'd like to make  
9 to them?

10 A Yes. There are three cross-references within Keyera's  
11 written submission marked as Exhibit 72.01 that need to  
12 be corrected. In the first line of paragraph 27 in  
13 that document, the reference to paragraph 13 should  
14 instead refer to paragraph 23.

15 In the fifth line of paragraph 28, the reference  
16 to paragraph 11 should instead refer to paragraph 20.

17 And in the first line of paragraph 36, the  
18 reference to paragraph 14 should instead refer to  
19 paragraph 22.

20 Q Thank you, Mr. Beztilyny.

21 J. BAKER: And I'd just like to confirm.  
22 Did the Panel catch all of those? Okay. Great. Thank  
23 you.

24 Q J. BAKER: With those corrections,  
25 Mr. Beztilyny, are the contents of Exhibit 72.01 and  
26 97.01 true and accurate to the best of your knowledge

1 and belief?

2 A Yes, they are.

3 Q And do you adopt those documents as the written  
4 evidence of Keyera in this proceeding?

5 A I do.

6 Q Thank you.

7 Now, Mr. Beztilyny, I'm going to ask you some  
8 questions related to Qualico's application and some of  
9 the things that were discussed in the hearing last  
10 week. To start, can you provide an overview of  
11 Keyera's position on who should pay for the new costs  
12 required to protect a pipeline when a developer  
13 proposes to cross that existing pipeline?

14 A Sure.

15 Our position in those cases is that the developer  
16 should bear all the costs associated with any  
17 modifications required to protect those existing  
18 pipelines.

19 When the pipelines went in, they had to account  
20 for developments along their path as those developments  
21 were there first, and that should then be the case for  
22 development around those lines now. The -- the work is  
23 happening because of the development plan and wouldn't  
24 otherwise need to be conducted, so the pipeline company  
25 shouldn't bear any of those costs. Developers are  
26 sophisticated entities. The issue is not new to them.

1       Understanding the various potential protection  
2       mechanisms and associated costs is also not new.

3               When those costs are incurred upfront, they're  
4       done; whereas if a pipeline company is to bear  
5       potential future costs associated with development  
6       around their infrastructure, they are exposed to an  
7       indeterminate risk indefinitely, one which can impact  
8       both the economics of continued operation and the  
9       decisions around future investments.

10      Q     Thank you.

11               The next -- can you summarize the process that  
12       Keyera follows when it receives a crossing request for  
13       one of its pipelines in Alberta?

14      A     So it starts with the request coming in. And so  
15       third-party requests will go into a centralized  
16       location managed by our land department in Calgary.  
17       They'll sort and distribute the requests to key  
18       contacts with the various field locations.

19               Folks in our field operations groups will review  
20       and advise on the type of agreement required and what  
21       any unique considerations are or request more data from  
22       the submitter if it's not clear at that point. They  
23       may engage our pipeline integrity group for input at  
24       that point depending on the request.

25               Land will then draft the agreement from existing  
26       templates and send it to our field team for review and

1 approval. And once it's approved internally, it then  
2 gets routed back to the submitter to -- to be executed.  
3 And there can be some back-and-forth on specific terms  
4 at that point until the agreement gets finalized.

5 And once the agreement is in place, the work can  
6 then go ahead. And there are terms in all the  
7 agreements around who contacts who to actually proceed  
8 with the work. Those agreements are basically  
9 permission agreements to conduct work. And the vast  
10 majority of them required no modifications to existing  
11 pipelines, and there are some that do.

12 If it's a complex request where design work is  
13 required, that happens during the review phase, and the  
14 crossing agreement does not get finalized until those  
15 details are done. There are often phases to the work,  
16 and -- and most common is starting with a proximity  
17 agreement to do things like survey or -- or  
18 geotechnical sampling that informs the design of the  
19 submitter's request and then really sets the stage for  
20 the ultimate crossing agreement.

21 Q Thank you.

22 One of the things that was discussed last week and  
23 in this hearing is that pipeline crossing requests can  
24 vary in terms of cost as well as the timing that it  
25 takes for the pipeline company to complete its  
26 assessment.

1           Can you explain why, from Keyera's perspective,  
2       the cost and timing of pipeline crossings may be  
3       different from one case to the next?

4   A   The main driver is that there's just so much  
5       variability. So every crossing request may be  
6       different, and the characteristics of each pipeline may  
7       be different. Even characteristics of the same  
8       pipeline in different locations can vary.

9           On the request side, when, for example, roads are  
10      to be constructed, they may vary in critical ways. You  
11      know, there are certainly codes and rules that govern  
12      that type of construction, and parameters can vary that  
13      allow developers to still meet those codes. So  
14      differences in road materials and dimensions can  
15      influence the details of -- of a crossing.

16           On the pipeline side, things like line size, bury  
17      depth, steel grade, wall thickness, operating pressure,  
18      and even soil conditions influence the impact of a  
19      crossing on that pipeline, so the required mitigations  
20      are pipeline- and crossing-specific.

21           Pipeline codes set common standards that --  
22      that -- and each company may have differing internal  
23      standards or risk tolerances on how they do that,  
24      similar to the variability I described on the request  
25      side when -- when those come in.

26           For -- for more complex crossings, extensive

1       engineering analysis is required to determine the  
2       proper course of action, so there can be no -- no set  
3       timeline. You know, if we're -- if there are specific  
4       timelines we're held to, those analyses may not be able  
5       to be completed, and the line may be at risk due to not  
6       fully understanding the implications of that crossing.  
7       So protecting our pipelines from damage is one of our  
8       most important accountabilities, and the time must be  
9       taken to ensure that we -- that we get it right.

10           And timelines on execution are -- are similarly  
11       impractical. One mitigation may require readily  
12       available materials, and one may require long-delivery  
13       items that cannot be accelerated. There also may be  
14       regulatory or landowner approvals that take time that  
15       may be out of our control. We may need to plan around  
16       shutdowns or schedule those in advance to minimize the  
17       impact on our customers. And in terms of cost, the --  
18       the biggest variable is -- is really the type of  
19       mitigation required.

20           So, again, given how many parameters can vary from  
21       request to request, the -- the costs can also vary. In  
22       some cases, minimal mitigations may be required, and  
23       where more significant mitigations or -- or relocation  
24       is required, the costs can be more significant.

25       Q       Thank you.

26           There's also been a suggestion during the hearing

1       that pipeline practices have changed in recent years,  
2       and previously there were often no costs or agreements  
3       required to cross pipelines. Is that consistent with  
4       your experience?

5   A   Not at all. Over my career, the -- the high-level  
6       process hasn't really changed. How information comes  
7       in and how agreements get developed and approved is  
8       different now with -- there's less hard-copy work done  
9       compared to the days when paper copies went back and  
10      forth. But the fundamental process and the principles  
11      behind it are unchanged. At least in my career there's  
12      always been the requirement for agreements, and if  
13      physical mitigations were required to protect the  
14      lines, then there were always costs associated with  
15      those. You know, in -- in no-cost or low-cost cases,  
16      it was likely that no or minimal mitigations were  
17      required, not that the process has now changed.

18           Now, I've seen a shift in my time away from cost  
19      reimbursements being all after the fact to, in some  
20      cases, certain portions being paid for up front or  
21      progress billings being instituted. And that's  
22      partially been driven by challenges in getting money  
23      back from certain developers or other third parties  
24      once the work's complete and, really, our attempt to  
25      manage that credit risk. We need certainty that we'll  
26      get our money back in a timely fashion and -- and in

1       one that doesn't require a protracted battle  
2       afterwards.

3       THE CHAIR:    Sorry, Mr. Beztilny. I am  
4       going to interrupt. Could you speak slowly. I can see  
5       a bit of fume coming up from the wrists.

6       A      Sorry.

7       J. BAKER:    Madam Chair, would you like  
8       any of that response repeated by the witness?

9       THE CHAIR:    Check with Madam Court  
10      Reporter.

11    You captured it all?

12      THE COURT REPORTER:    No. Yes.

13      THE CHAIR:    Okay. Just going forward.  
14      Thank you.

15      Q      J. BAKER:    Okay. And, Mr. Beztilny, in  
16      this proceeding, the developers have also claimed that  
17      they have little to no knowledge about what pipeline  
18      crossings will be required and the cost of those  
19      crossings at the time they purchased land for a new  
20      development. Can you explain what information a  
21      prospective purchaser of land in Alberta can obtain  
22      about an existing pipeline located on that land?

23      A      Sure. First off, land titles will show right-of-ways  
24      and who owns them, and they won't have much detail on  
25      the specific pipelines. There are readily available  
26      software sources, like AbaData that show all registered

1        pipelines, along with high-level routing info and some  
2        information on the lines, like line size, wall  
3        thickness, material of construction, and substance  
4        class. So there's some pipeline information that is  
5        relatively easy to find.

6            And another less sophisticated and important one  
7        is -- is going out and looking. And we heard earlier  
8        in the proceedings how developers go about doing that  
9        before they acquire the land. There are regulations in  
10      terms of signage that pipeline operators must have and  
11      what information needs to be on there. There will  
12      always be the company name and a contact number, so the  
13      ability to reach out to the operator to learn more is  
14      always there. So well ahead of an agreement request,  
15      there is an opportunity for dialogue to help a  
16      prospective purchaser get more informed.

17      Q      Thank you.

18            And are there actions that can be taken by land  
19        developers to avoid or minimize costs and delays  
20        associated with pipeline crossings?

21      A      I think the first step is early engagement, and --  
22        and -- and the earlier the better. If a developer is  
23        considering even acquiring land, I'd recommend reaching  
24        out then. The -- the pipeline companies won't be in a  
25        position to provide specifics, as at that point, even  
26        the developers plans are -- are quite high level. But

1 the companies can give you a sense for the  
2 infrastructure they have in the area, what their  
3 process is. Then, as more information becomes  
4 available, that regular dialogue is important.

5 I also think familiarizing themselves with typical  
6 mitigations around pipelines would be good, as although  
7 each crossing may be different, there are a few key  
8 mitigation methodologies that are most often employed.

9 Info on the high-level scope and cost order of  
10 magnitude is readily available and would provide the  
11 developer with a sense of at least a range of outcomes  
12 that can inform their decision-making both in terms of  
13 cost and timing.

14 A very important part of that understanding or --  
15 is understanding what excavation and work around a live  
16 pipeline looks like, as it isn't the same as excavation  
17 in an area where there's nothing underground.

18 Sometimes developers use some of that publicly  
19 available information to develop their own design on  
20 what mitigation should look like before even engaging  
21 the pipeline company, and I would caution against that.

22 If the design and proposed schedule for development  
23 gets set before that engagement, that -- that's where  
24 challenges can arise, as pipeline companies need to  
25 conduct those analyses themselves to have comfort that  
26 integrity won't be compromised. So those attempts to

1       get ahead of it, so to speak, actually costs more time  
2       and money. Recognizing that the accountability for the  
3       protection and continued safe operation of a line  
4       always lives with the pipeline company can be helpful  
5       and avoid a great deal of back-and-forth. But, again,  
6       reaching out early is very important to open that  
7       dialogue.

8     Q    Thank you.

9               And, finally, can you explain the potential  
10          implications for pipeline operators and their customers  
11          if pipeline operators are required to share in the  
12          costs of changes that are required to existing  
13          pipelines in order to accommodate new land development  
14          projects in Alberta?

15    A    So pipelines convey a variety of products in Alberta,  
16       and since Keyera is an energy service provider, I'll  
17       speak to it from that perspective. Energy is an  
18       integrative business. Upstream production flows  
19       through midstream assets to downstream processing and  
20       end markets. It's a true value chain. And so  
21       additional costs at any point in that value chain  
22       impact the rest of that chain and affect overall  
23       industry economics. We -- we regularly see today that  
24       when commodity prices go down, there can be an  
25       immediate supply reduction that ripples through that  
26       value chain. The same thing happens if sudden cost

1       increases occur. Any increase in production,  
2       processing, or egress costs from the basin affect the  
3       viability of the basin.

4                 The many energy companies can decide where to  
5       invest. It's a globally competitive business, and if  
6       there's uncertainty about potential future costs, that  
7       in itself may be enough to drive the decision on where  
8       to invest.

9       Q     Thank you, Mr. Beztilyny.

10      J. BAKER:                     And with that, Madam Chair,  
11       the witness is now available for questioning. Thank  
12       you.

13      THE CHAIR:                     Thank you very much.

14                 Mr. Fitch.

15      G. FITCH:                     Thank you, Madam Chair.  
16       Good morning. Qualico is going to switch places and --  
17       and let Brookfield go first. They've got more  
18       cross-examination for Keyera than we do. So we're  
19       going to cede our place to Mr. Dixon, and then we'll  
20       probably have a small bit of cross once Brookfield is  
21       done. Thank you.

22      THE CHAIR:                     Thank you for that.

23                 Before we proceed, since it's a change, I'm going  
24       to ask counsel: Any objection? You're okay with that?  
25       Okay.

26                 Please proceed, Mr. Dixon.

1           E. Dixon Cross-examines Keyera Corp. Witness Panel

2   Q    E. DIXON:                           Good morning, Mr. Beztilyny.

3           Is that the correct pronunciation?

4   A    Yes, it is.

5   Q    Thank you.

6           My name is Evan Dixon. I'm counsel to Brookfield.

7           I just have a few questions for you this morning.

8           Mr. Beztilyny, we just heard you recite your  
9           position and your CV. And just for my understanding,  
10          it's correct that you are the senior vice president of  
11          operations and engineering for Keyera; correct?

12       A   That is correct.

13       Q   And you are a senior officer of Keyera; is that  
14          correct?

15       A   That is also correct.

16       Q   And, Mr. Beztilyny, is my understanding correct that  
17          there were two crossings raised in Brookfield's  
18          submission and your evidence related to Brookfield's  
19          development at The Orchards?

20       A   Yes, I believe so.

21       Q   And would you understand, sir, that there was one  
22          crossing at 66th Street and another crossing at  
23          Orchards Boulevard?

24       A   Yes.

25       Q   And is my understanding correct, sir, that those two  
26          crossings are approximately 2 to 300 metres apart?

1 A I don't know the exact dimensions. That sounds  
2 reasonable.

3 Q Would you accept that subject to check?

4 A Yes.

5 Q Okay. And, sir, with respect to the 66th Street  
6 crossing and as set out in your evidence, it's my  
7 understanding that true -- two stress reports were  
8 completed; is that correct?

9 A As I wasn't directly involved in the development of  
10 those reports, I can't say for sure how many reports  
11 were done.

12 E. DIXON: If the hearing officer could  
13 pull up Exhibit 72.01, PDF page 3. Sorry. I misspoke.  
14 Paragraph 10 of the document. My numbering is slightly  
15 different. Ah, there we go. 10.

16 Q E. DIXON: So you'll see, sir, at  
17 paragraph 10(b) and (c), there is a reference to a  
18 report having been completed and provided to Stantec;  
19 correct?

20 A Correct.

21 Q And then if we were to scroll down to 10(j) -- pardon  
22 me. Yeah, 10(j) -- you will note there that in  
23 April 2021, Keyera received a third-party stress  
24 analysis report from another firm. You see that, sir?

25 A I do, yes.

26 Q So based on what we had before, were -- would you agree

1 that there was at least two?

2 A I would agree.

3 Q Okay. And you would agree, sir, that with reference to  
4 the first report, it was provided to Stantec, who is  
5 the consultant to -- to Brookfield; is that correct?

6 A Correct.

7 Q And I'm advised by my client that they never received a  
8 copy of the report referenced at paragraph --  
9 subparagraph (j). Are you able to confirm that?

10 A I'm not able to confirm that, no.

11 Q So you wouldn't know, sir?

12 A I wouldn't know, no. Correct.

13 Q Can you speculate?

14 A I don't think it's worth speculating.

15 Q Okay. Would you undertake to confirm whether that  
16 report was shared with my client?

17 A Yeah, we can do that.

18 Q Thank you.

19 E. ARRUDA: So maybe just -- for the  
20 record, we'll mark that as Undertaking Number 2.

21 E. DIXON: Thank you.

22 E. ARRUDA: Yeah.

23 UNDERTAKING 2 - To confirm whether

24 Keyera Corp. received a third-party stress  
25 analysis report from another firm in

26 April 2021 (Fulfilled at page 579)

1           E. DIXON:                         If the hearing officer could  
2           scroll back up to paragraph 9 of this evidence.  
3           That's -- that's helpful. Thank you.

4   Q   E. DIXON:                         At -- at paragraph 9 of your  
5           evidence, you see -- you see that you use the word  
6           "upgrade" at the top of page 3?

7   A   Yeah, I see that.

8   Q   And in your discussion with Mr. Baker this morning in  
9           your opening statement, you used the word "protection"  
10          of the pipeline; is that correct?

11   A   I did, yes.

12   Q   I guess my client would like to understand, is a  
13          pipeline "upgrade", as you have used the word in your  
14          submission, different from "protection"?

15   A   When I say "protection", I view it in the generic  
16          sense. It's whatever modifications are required to  
17          ensure the continued safe and reliable operation of  
18          that pipeline. So there are a variety of things that  
19          go into that. So I meant it as -- somewhat  
20          generically.

21   Q   Is a pipeline upgrade distinct from the installation of  
22          protective or load-distributing structures?

23   A   I didn't view it that way. When I -- when I used the  
24          phrase "protection", I was thinking of all the various  
25          mitigations that could be possible in terms of a  
26          crossing, again, to ensure that the pipeline is -- is

1           continued -- suitable for continued safe operation.

2   Q   So protective structures or load distribution such as  
3       bridging or Fillcrete, as were discussed by your  
4       friends at Plains and Pembina last week, those would be  
5       examples of protection; correct?

6   A   Those are possible protection methodologies that could  
7       be utilized in certain cases, yes.

8   Q   And I guess I'm still a little bit stuck. You used the  
9       term "upgrade" at paragraph 9, but you're now using the  
10      term "protection". Is it a distinction without a  
11      difference, or is there actually a difference?

12   A   I don't view there as being a difference. I -- I  
13      certainly didn't intend to represent one.

14   Q   Okay. And in your experience, sir, would you expect  
15      that a particular pipeline would require the same  
16      upgrades in the case of an arterial as opposed to a  
17      collector road?

18   A   It depends very much on the details of those proposed  
19      roads and the pipelines. I think to -- as I spoke  
20      earlier, the details of every crossing and every  
21      pipeline are unique, so it's challenging to say in  
22      generalities what would be different between the type  
23      of road that would be crossing a line.

24   Q   And in the case of the two crossings that we just  
25      discussed in respect of Brookfield's Orchards  
26      development, namely 66th Street and Orchards Boulevard,

1       are you aware, sir, that 66th Street is classified as  
2       an arterial road whereas Orchards Boulevard is  
3       classified as a collector?

4   A   I wasn't aware of that, no.

5   Q   And, sir, are you able to confirm that the same method  
6       of pipeline protection or pipeline upgrading, as you've  
7       used the terms, are being used or have been used at  
8       66th Street and are proposed to be used at The Orchards  
9       crossing?

10   A   I -- I'm not familiar with the details of the  
11      protection mechanism proposed for The Orchards  
12      crossing. Again, it's really unique -- or it really  
13      depends on the type of crossing leading to the type of  
14      mitigation that we would put in place.

15   Q   You've agreed with me, sir, that they're only 2 to 300  
16      metres apart; correct?

17   A   I believe that was subject to check.

18   Q   I think you -- I think you indicated that you thought  
19      that that was a reasonable estimate; correct?

20   A   I did, yes.

21   Q   Okay. And so your suggestion is -- is that there's  
22      sufficient variables with those two pipelines, that  
23      they're 2 to 300 metres apart, that the same crossing  
24      methodology is being utilized for both despite the  
25      difference in the status of the two roads?

26   A   Again, I don't know the details of the proposed

1       methodology to be used at The Orchards crossing.

2       They -- they could be the same; they could be  
3       different.

4   Q   And, Mr. Beztilyny, you've already indicated, and I'm  
5       sure this is not contentious, that, as a responsible  
6       licensee, Keyera takes its responsibilities seriously.  
7       Obviously integrity is of critical importance to  
8       Keyera; is that correct?

9   A   That is correct.

10   Q   And you've also indicated at paragraph 11(b) of your  
11       evidence, sir, that Keyera would not assume any costs  
12       for disturbing an existing pipeline that was operating  
13       in compliance with applicable standards; correct?

14   A   Sorry. I don't see an 11(b).

15   Q   Oh. 12(b).

16   A   Could you repeat that question, please.

17   Q   And just to be clear, sir, you've indicated at  
18       paragraph 12(b) that Keyera would not assume any costs  
19       for disturbing an existing pipeline that was operating  
20       in compliance with applicable standards; correct?

21   A   That is correct.

22   Q   And just to be clear, sir, and based on everything  
23       we've heard, I -- I take it you would agree that the  
24       pipeline crossings at 66th Street and Orchards  
25       Boulevard would not be in compliance if a new road was  
26       installed. Is that your evidence?

1 A Based on the design of the roads that were provided to  
2 us, that's correct.

3 Q Okay. Thank you, sir.

4 E. DIXON: If the hearing officer could  
5 turn up Brookfield Aid to Cross Number 2, please.

6 Q E. DIXON: Mr. Beztilyny, this is an aid  
7 to cross-examination that I provided to your counsel  
8 Mr. Duncanson yesterday. Do you understand that, sir?

9 A I do, yes.

10 Q And in this letter dated February 14th, we talk about  
11 the fact that when the Regulator established the  
12 process for this proceeding, it indicated there would  
13 be no formal information request process but that the  
14 parties were free to exchange informal information  
15 requests. You understand that?

16 A Yes.

17 Q And in this letter and on behalf of my client,  
18 Brookfield, I sent you an informal information request  
19 related to pipeline integrity digs that were conducted  
20 by Keyera on the Rimbey pipeline in or around  
21 Brookfield's Orchards development in late 2017; is that  
22 correct?

23 A That's what the letter says, I believe, yes.

24 Q And can you confirm, sir, that in this document and in  
25 the information request that was provided that the  
26 integrity digs undertaken by Keyera were completed at

1       or near the 66th Street crossing that was discussed in  
2       Brookfield's evidence and subsequently completed by  
3       Keyera?

4     A    I think we established through a response that we would  
5       provide this information at a later date. We didn't  
6       view the specifics of -- contained in this letter as  
7       relevant to the proceedings. What I would say is that  
8       at the time of the first engagement with Brookfield in  
9       2019, there was no work in that area that was required  
10      on the Rimbey pipeline.

11    Q    Thank you for the answer, Mr. Beztilyny, but I  
12      understand that your lawyer responded that you didn't  
13      believe this was relevant. I'm simply asking you to  
14      confirm that these documents are, in fact, accurate  
15      documents and that these documents were provided by  
16      Keyera to Brookfield as the landowner at the time back  
17      in 2017?

18    A    Oh, sorry. Yes, I confirm the attachments that were in  
19      that letter were -- were provided to Brookfield back  
20      then. Sorry. I misunderstood.

21    Q    And you can confirm, sir, that this is the same line,  
22      the Keyera Rimbey pipeline, that was subsequently  
23      upgraded by Keyera in respect of Brookfield's Orchards  
24      development. Isn't that true?

25    A    It is the line that we protected as part of the  
26      Brookfield work, yes.

1 Q And if we could pull up Aid to Cross Number 3. And I  
2 think this is the -- the letter you -- you and I just  
3 discussed, isn't it, Mr. Beztilyny, wherein your lawyer  
4 Mr. Duncanson indicates to my associate Ms. Cherkawsky  
5 that you take the position that this information is not  
6 relevant to the proceeding; correct?

7 A That's correct.

8 Q And this letter was sent pursuant to your instructions  
9 to Mr. Duncanson, I presume?

10 A That's correct -- also correct.

11 Q So fair to say that this response fairly reflects  
12 Keyera's position?

13 A Yes, it does. Yeah.

14 Q Okay. Thank you.

15 Madam Chair, if we could have exhibits -- pardon  
16 me -- Aids to Cross Numbers 2 and 3 marked as exhibits,  
17 that would be helpful.

18 THE CHAIR: Counsel, any objections? No.

19 E. ARRUDA: So Aid to Cross Number 2 will  
20 be 98.01, and Aid to Cross Number 3 will be 99.01.

21 EXHIBIT 98.01 - 2024-03-11 Brookfield Aid  
22 to Cross #2 - Letter dated Feb 14, 2024 to

23 S. Duncanson re Brookfield IR to Keyera

24 EXHIBIT 99.01 - 2024-03-11 Brookfield Aid  
25 to Cross #3 - Keyera to Brookfield re IRS  
26 (Feb 16, 2024)

1           E. DIXON:                           If the hearing officer could  
2           please turn up Brookfield Aid to Cross Number 4.

3   Q    E. DIXON:                           Mr. Beztilyny, can you confirm  
4           that this is a copy of the 2023 year-end report of  
5           Keyera Corporation?

6   A    Yes, it is.

7   Q    And as a senior officer of Keyera Corporation, I take  
8           it you would agree that this document accurately spells  
9           out the financial position and key analysis of Keyera  
10          Corporation in respect of its corporate performance?

11   A    It does, yes.

12   Q    Okay. And isn't it true, sir, that in 2023 Keyera  
13          Corporation achieved record annual adjusted EBITDA and  
14          distributable cash flow according to your CEO,  
15          Mr. Setoguchi?

16   A    That is true.

17          Submissions by S. Duncanson

18          S. DUNCANSON:                       Madam Chair, just before we  
19           proceed along this line, I am cognizant of the Panel's  
20           directions last week to similar lines of questioning to  
21           the other pipeline companies; however, I did want to  
22           state on the record that we do object to this line of  
23           questioning about Keyera's financial performance on the  
24           basis that, in our view, that has no relevance at all  
25           to this proceeding.

26          Submissions by E. Dixon

1 E. DIXON: Madam Chair, two points.

2 First off, I appreciate Mr. Duncanson's position.

3           Secondly, as Mr. Duncanson pointed out, I believe  
4 you addressed this similar type of objection with  
5 respect to the cross-examination by my friend Mr. Fitch  
6 of the Plains/Pembina panel.

7           And, thirdly, I think -- and I think it bears some  
8 consideration for the Panel to the extent you have  
9 questions as to whether this type of line of inquiry is  
10 relevant.

11 And, simply put, in the written submission of  
12 Keyera and in Mr. Beztilyny's opening statement, he has  
13 suggested that there are significant ramifications to  
14 an order directed by -- if the Panel was to direct an  
15 order that would be -- harm the economics of pipelines  
16 and otherwise negatively influence the potential energy  
17 development sphere in Alberta.

18 And I think it's clearly relevant that this is a  
19 very profitable corporation, and I think it's totally  
20 appropriate for us to be able to refer to these --  
21 these documents to provide the Panel with some  
22 additional context as to what our friends are arguing.

23 And, quite frankly, what they're saying to you is  
24 that this could have very negative consequences, but  
25 there's no mention of this whatsoever in any of the  
26 analysis that's inherent in these -- in these

1 presentations. So, in essence, they're telling you one  
2 thing and telling the public another.

3 S. DUNCANSON: Well, I -- I appreciate my  
4 friend giving some preview of his argument for  
5 Wednesday.

6 But I stand by my -- my objection, Madam Chair.  
7 Consistent with your ruling last week, if you'd like to  
8 permit these -- these questions to proceed, I just  
9 wanted to make sure it's clear on the record that we do  
10 not view this to be relevant.

11 Ruling

12 THE CHAIR: Thank you very much, Counsel.  
13 Just give us a second.

14 Thank you very much for your patience. We will  
15 allow the questioning, again, like last week. Through  
16 the course of decision-making, we will balance all the  
17 evidence.

18 E. DIXON: In light of the concerns  
19 expressed by my friend, I will limit my questions to  
20 simply three -- three questions, and I'm prepared to  
21 address the rest in argument as my friend has correctly  
22 surmised will be the case.

23 E. Dixon Cross-Examines Keyera Corp. Witness Panel

24 Q E. DIXON: So, Mr. Beztilyny, isn't it  
25 correct, as I just stated to you, that, in 2023, Keyera  
26 achieved record annual-adjusted EBITDA and

1 distributable cash flow; isn't that correct?

2 A That is correct.

3 Q And, sir, to confirm, there is no mention of the  
4 present case in this document even with respect to the  
5 discussion of regulatory risk, is there?

6 A No, there's not.

7 Q And to confirm, sir, isn't it true that S&P raised  
8 Keyera's credit rating last year to BBB from BBB- with  
9 a stable trend. And I quote: (as read)

10 This upgrade is a testament to Keyera's  
11 strong financial performance and positive  
12 business outlook.

13 A That is true, yes.

14 Q I think, subject to the responses to my two  
15 undertakings, those are our questions.

16 E. DIXON: Thank you, Panel.

17 THE CHAIR: Thank you very much.

18 E. DIXON: Pardon me. Two housekeeping  
19 matters.

20 My friend Mr. Duncanson has correctly advised me  
21 that there was one subject to check and only one  
22 undertaking, and so if the record could reflect that.

23                   And, finally, I'm advised that the Keyera annual  
24 report was not, in fact, marked as an exhibit. And if  
25 we could have that marked as an exhibit, that would be  
26 helpful.

1 THE CHAIR: Mr. Duncanson.

2 Submissions by S. Duncanson

3 S. DUNCANSON: So I struggle a little bit

4 with that one, Madam Chair, just -- it's a very large

5 document. My friend asked three very specific

6 questions which Mr. Beztilyn answered in their

7 entirety. There's nothing else in the document that my

8 friend asked about. So, in my view, it would not be

9 appropriate to have that marked as an exhibit. The

10 testimony for Mr. Beztilyn can be relied on by my

11 friend.

12 THE CHAIR: Mr. Dixon.

13 Submissions by E. Dixon

14 E. DIXON: Madam Chair, I'm frankly in

15 your hands. I have no -- I think it would be

16 appropriate to have it marked as an exhibit. It's --

17 it's a public document that Mr. Beztilyn as a senior

18 corporate officer of Keyera has confirmed is true and

19 accurate. The document is publicly available. I don't

20 see any downside to having it put on the record in

21 whole.

22 THE CHAIR: Any final? No.

23 Just give us a second.

24 (ADJOURNMENT)

25 Ruling

26 THE CHAIR: Please be seated.

1               Thanks for your patience. Since the answers are  
2               on the record, we don't find it necessary to enter the  
3               annual report into the record. Thank you.

4 E. DIXON: Thank you, Madam Chair.

5 As I said, subject to those two prior discussions,  
6 I am -- I'm done.

7 THE CHAIR: Thank you.

8 E. Appelt Cross-examines Keyera Corp. Witness Panel

9 E. APPELT: Good morning, Madam Chair.

10 Q E. APPELT: Good morning, Mr. Beztilyny.

11 My name is Eric Appelt. I'm counsel along with  
12 Mr. Fitch for Qualico and the Developers Group in these  
13 proceedings.

14 I have just a few cleanup questions for you this  
15 morning, sir, following my friend Mr. Dixon's questions  
16 for you.

17 E. APPELT: I'll ask Ms. Arruda to pull up  
18 the Keyera written submission dated January 31st of  
19 this year. It should be found at Exhibit 72.01.

20 And if you take us, Ms. Arruda, to PDF page 6,  
21 that should be paragraph 10.

22 Q E. APPELT: Sir, you -- you went over  
23 briefly with Mr. Dixon this morning. We looked at  
24 paragraph 10. As you'll see it, it generally sets out  
25 the discussions between Keyera and Brookfield in  
26 relation to the 66th Street crossing; is that correct?

1 A Yeah, that's correct.

2 Q And then just to get us centred. I see in  
3 subsection (a), in October of 2019, Keyera received a  
4 crossing request for the pipeline in question. And  
5 then the next subsection (b), in December of 2019,  
6 Keyera advised Stantec, who was acting as Brookfield's  
7 consultant, that a stress analysis was being completed  
8 to determine if upgrades were required under CSA Z662.  
9 Do you see where I'm referring to, sir?

10 A Yes, I see that.

11 Q And that third-party stress analysis that's referenced  
12 in subsection (b), I take it that's part of Keyera's  
13 general integrity review in assessing whether work was  
14 necessary at that crossing?

15 A Yeah. When we get any crossing request, we'll look at  
16 the details of the request, the details of the pipeline  
17 in the area, and then determine whether or not further  
18 analysis needs to be done.

19 Q Right. So this was the first preliminary step that was  
20 undertaken by Keyera in assessing exactly what was  
21 required at that crossing. Do I have that right?

22 A It's the first external analysis that would have been  
23 conducted, yes.

24 Sorry. To clarify, when I say "external", I mean  
25 "third party", not -- not to be confused with external  
26 to the pipeline.

1 Q Right. The next subsection, sir, paragraph 10(c),  
2 notes that in April 2020, this third-party stress  
3 report that we just discussed was provided to Stantec  
4 along with Keyera's advice that the pipeline would need  
5 complex upgrades.

6 First, sir, I take it that that information is  
7 correct that the pipeline stress report was, in fact,  
8 disclosed to Brookfield's consultant?

9 A Well, I think that was captured earlier as an  
10 undertaking to -- to confirm that. I can't personally  
11 confirm that at this time.

12 Q Right. So subject -- subject -- that -- that question  
13 was subject to check earlier in Mr. Dixon's questions.

14 So my -- my question for you, sir -- I -- I guess,  
15 first of all, have you personally seen this stress  
16 analysis report that's referenced?

17 A I have not. And I think this would be a good time  
18 maybe to talk about my role during that time. So  
19 from -- from late 2018 to the fall of 2021, I was  
20 responsible for our gas-gathering and processing  
21 business segment.

22 So the Rimbey pipeline is part of our liquids  
23 infrastructure segment. So that was the group I had  
24 led for the 14 years prior. So this crossing work was  
25 being managed by the team in place at the time. So  
26 while I was aware that there were discussions ongoing

1       around potential development, I wasn't part of those  
2       discussions directly, and it wasn't until I moved into  
3       my current role that I learned more about the planned  
4       work.

5     Q    Right. And which -- so you mentioned a team at Keyera  
6       that would have dealt with this engineering report and  
7       communications with the developer. Which team, out of  
8       interest, would that be in terms of Keyera's internal  
9       department?

10    A    So that would be our liquids infrastructure group based  
11      out of Edmonton, and that would include the -- the  
12      local operations and maintenance folks as well as our  
13      engineering group.

14    Q    Okay. So if I'm hearing you correctly, sir, you don't  
15      know exactly what this report contains, but as we see  
16      in paragraph 10, you do know that it -- it was, in  
17      fact, produced to Brookfield via its consultants?

18    A    It's correct that I -- that I don't know the details of  
19      what that report said. And, again, I -- I think we  
20      already talked about whether or not it was presented to  
21      Brookfield or its consultants.

22    Q    Right. And so when -- when this report was produced,  
23      again, subject to check, are you aware whether either  
24      of the counterparties, so -- so Brookfield and its  
25      consultant, were required to sign a -- a nondisclosure  
26      agreement in connection with receiving that document?

1 A I don't know whether that request was made.

2 Q And I'll ask it a -- a slightly different way because  
3 I -- I hear your evidence that you weren't regularly  
4 involved in those negotiations.

5 But, sitting here today, do you have any evidence  
6 to suggest that a nondisclosure agreement was required  
7 in that situation?

8 A Again, without knowing the details of that report, it's  
9 hard to answer. What I would say is -- is that  
10 typically those reports aren't provided, nondisclosure  
11 agreement or not, that there is sensitive information  
12 in there.

13 But, more importantly, that -- that information is  
14 used to make the -- for us to make the decision in  
15 terms of the appropriate mitigations to utilize on the  
16 pipeline, which is a decision that we would make in  
17 our -- in our discretion as it's ultimately our  
18 accountability for that continued safe operation of the  
19 line, hence the -- the -- us having that information  
20 and utilizing it to make that decision.

21 Q And -- and you just mentioned that typically those  
22 types of reports aren't produced to the counterparties.  
23 But, sir, paragraph 10(c) says quite plainly that this  
24 third-party stress report was provided to Stantec. So  
25 do you have any further information as to why this  
26 particular report was produced as opposed to what you

1 say is Keyera's general policy on this type of matter?

2 A I don't. Again, I can't speak to the -- the -- who  
3 that report was shared with.

4 Q I'll read now briefly from the transcript, sir, on  
5 Thursday when Mr. Balfour, who's with Pembina, was  
6 under cross-examination. I'll start -- there's just  
7 two brief sections that I'll direct your attention to.  
8 The first is at page 360, lines 15 to 21.

9 And just so we're centred, this line of  
10 questioning arose and was centred around the fact that  
11 Qualico had asked Pembina for a copy of its integrity  
12 report at the Horse Hill crossings without success.  
13 Pembina did not provide that to Qualico.

14 So Mr. Balfour said: (as read)

15 We did not provide that -- [again, he's  
16 referring to the integrity review in Horse  
17 Hill] We did not provide that to Qualico, and  
18 we typically don't provide that information  
19 to crossing parties. The results of the  
20 engineering assessment contain proprietary  
21 information related to our operational  
22 philosophy, our risk management.

23 And then he continues on the next page, 362, at lines 5  
24 to 8. Mr. Balfour concludes, regarding, again, this  
25 integrity report: (as read)

26 The information generated out of the work

1                   product is proprietary and confidential.  
2                   So we know in that circumstance that Pembina refused to  
3                   produce its report to Qualico despite Qualico's  
4                   request. And, again, paragraph 10(c) confirms that the  
5                   third-party stress report in your case was provided to  
6                   Brookfield.

7                   So, given that, I take it that Keyera, at the very  
8                   least in this situation, took a very different approach  
9                   to producing its engineering assessments, and, more  
10                  specifically, that it did not consider that stress  
11                  report as being proprietary and confidential. Is that  
12                  fair?

13           A   Again, I don't know if that report was provided and  
14                  what it contains, so I can't really speak to whether or  
15                  not that's a deviation from how we would typically  
16                  handle third-party information around integrity  
17                  management.

18           Q   Thank you, sir. Those are all my questions for you  
19                  this morning.

20           THE CHAIR:                            Thank you very much.

21                  Next is AER counsel and -- oh, sorry. Did I miss  
22                  anyone? I did, actually. So we have gone through  
23                  Qualico and Brookfield in reverse order, and now, yes,  
24                  AER staff.

25                  Any questions?

26           A. HUXLEY:                            Thank you, Madam Chair. We

1 just have one question for the witness.

2 D. BREZINA: Is that on?

3 A. HUXLEY: Yes, it's on.

4 Sorry. If you need me a speak a little louder, I  
5 will.

6 A. Huxley Cross-examines Keyera Corp. Witness Panel

7 Q A. HUXLEY: We're just wondering if it  
8 would be possible that the cost of a crossing would  
9 have a significant impact on the financial viability of  
10 a pipeline from a single well or satellite, noting, of  
11 course, that the impact upon a midstream pipeline  
12 carrying production from an entire production field or  
13 fields would be insignificant. So we're just wondering  
14 the distinction between the two previous to what you  
15 had said earlier.

16 A Yeah. I think there's a very important consideration  
17 there, is that these proceedings are about potentially  
18 setting a precedent for all pipeline companies and all  
19 developers or third parties completing activity around  
20 existing pipelines.

21 And -- and it's important to note that there is a  
22 wide range of financial health on both sides. There  
23 are big and small developers, and there are big and  
24 small pipeline companies, so we -- we heard today about  
25 Keyera's financial health, but if this precedent  
26 applies around the province, we absolutely could see

1 that lead directly to shut-in production or decisions  
2 to invest elsewhere, again, owing to the wide variety  
3 of financial health within our industry and -- and  
4 amongst developers.

5 Q Thank you very much.

6 THE CHAIR: Thank you, Counsel.

7 So just a second. I want to check and see if the  
8 Panel can go next or we need a break.

9                   So we are going to take a ten-minute break, and  
10          I'll -- we'll be back. 10:10. I don't think that's  
11          adjusted.

12 E. ARRUDA: It's 10:10 now, Madam Chair.

13 THE CHAIR: Oh, is it --

14 E. ARRUDA: So should we say 20 after?

15 THE CHAIR: It's wrong on all accounts.

16 So we'll be back at 10:20.

17 (ADJOURNMENT)

18 THE CHAIR: Thank you very much. Please  
19 be seated.

So we have some questions for you.

21                   Commissioner McNaughtan, would you like to start?

22 E. MCNAUGHTAN: Thank you, Madam Chair, and  
23 good morning.

## 24 The Panel Questions Keyera Corp. Witness Panel

25 Q E. MCNAUGHTAN: Mr. Beztilny, this morning

26 you -- I'm paraphrasing. I don't quite have the words

1       correct, but you said costs of protection are not new  
2       or unknown. And developers -- Qualico and some of the  
3       developers have said that they have been, recently  
4       anyway -- more recently, surprised by the -- a higher  
5       dollar value than they expected when they received a  
6       backstopping agreement.

7           Could you elaborate a bit on the sort of disparity  
8       of those two positions? And have -- have cost  
9       estimates gone up for Keyera in talking with  
10      developers, and why?

11     A    So, first off, what I would say is that, you know, it  
12      does depend very much on the specific circumstances of  
13      the crossing. So I -- you know, some of the references  
14      we heard around previous crossings being no cost or low  
15      cost likely meant the mitigations required were very  
16      simple or -- or perhaps not at all. I -- I think what  
17      we've -- we're seeing now is, you know, like we do see  
18      in our everyday lives, things do cost more than they --  
19      than they have historically. There's certainly been an  
20      inflationary impact in our business.

21           But the costs that are referenced in these  
22      specific cases are really driven by the type of  
23      mitigation required, and so if there were mitigations  
24      that were perhaps technically simpler, then I would  
25      expect they would cost less than the ones we've seen.  
26           So its really a function of the cost environment that

1       we're in and the complexity of the work that's been  
2       done that has led to the -- the costs that the  
3       developers have seen.

4     Q    Thank you.

5            You mentioned, then, just now and also earlier  
6       this morning that there are a number of key mitigations  
7       that while every crossing is unique, there's sort of a  
8       big -- or hierarchy of key mitigations that you might  
9       refer to. Could you elaborate on what those key  
10      mitigation measures might be and when you would use  
11      each of them? What -- what -- under what circumstances  
12      would each be appropriate? Thank you.

13    A    So it -- the -- the last part of that in terms of what  
14      circumstances each would be appropriate really depends  
15      on the -- the specifics, but I can speak to the -- the  
16      variety of mitigations that are typically done or --  
17      or, rather, the range of outcomes. That -- that --  
18      that hopefully addresses the question.

19           So -- so typical ones are really lowering the  
20      line, perhaps upgrading it to a thicker wall. There is  
21      the potential for concrete bridge block protection or  
22      relocation of a line to, really, out of that area. I'd  
23      say those are really the key buckets that are  
24      potentially available in the event of a crossing, and  
25      whichever one of those is appropriate really depends on  
26      the specific circumstances of the crossing and the

1 pipe, but hopefully that provides a sense for the types  
2 of outcomes that developers could see.

3 Q Yes. Thank you.

4 As well, timeliness of response to a crossing  
5 agreement has been raised in Qualico's submissions, and  
6 we've talked about it with Pembina and Plains, and you  
7 give -- or your submission -- Keyera's submission gives  
8 an example of the time it took to make a crossing  
9 agreement happen.

10 Could you give me a sense of how Keyera approaches  
11 that on a sort of day-to-day basis? What time -- what  
12 timeline are you looking at to be appropriate?

13 A So it -- there's a -- there's a wide range of agreement  
14 requests that we get. What I would call a "standard  
15 agreement", which could be a proximity or a crossing  
16 agreement that requires no mitigations, we aim for a  
17 processing time of four to six weeks, and that's really  
18 dependent on the number of requests that come in, the  
19 folks that have to look at it to -- to really validate  
20 whether or not it is simple.

21 Beyond that, there really is no standard timeline.  
22 When we get to something that has a degree of  
23 complexity that requires additional analysis to be  
24 done, third-party engineering work to be done, that's  
25 where there can be no standard timeline, 'cause it  
26 really depends on the level of engineering that's

1 required to -- to do the analysis before the agreement  
2 can be issued.

3 Q Thank you.

4 E. MCNAUGHTAN: Those are my questions,  
5 Madam Chair.

6 THE CHAIR: Thank you, Commissioner  
7 McNaughtan.

8 Commissioner Robinson.

9 H. ROBINSON: Thank you very much.

10 Q H. ROBINSON: I just have a couple -- few  
11 questions. I wonder if we could bring up paragraph 21  
12 from the submission -- from Keyera's submission,  
13 please.

14 So this morning you mentioned that -- that Keyera  
15 uses, you know, the land titles, the -- the registry  
16 but that not much information is necessarily on it.  
17 Can you clarify for me what information is available  
18 through land titles?

19 A I think when one views a land title, they'll see a  
20 registered right-of-way with the owner and the timing  
21 that it was registered. Really, there won't be any  
22 detail in terms of -- well, it will label it in terms  
23 of a utility right-of-way or a pipeline right-of-way,  
24 but it doesn't go beyond that. So it really just  
25 provides whoever's looking at the land title a sense  
26 for a pipeline or utility easement being on that

1           property.

2   Q    Okay. And does Keyera register its pipeline  
3           right-of-ways in every instance?

4   A    Yes. Any licenced pipeline that we have would be --  
5           would be registered -- would have a registered  
6           right-of-way, yes.

7   Q    Okay. This might be a fairly obvious question, but why  
8           does Keyera register its pipeline rights-of-way?

9   A    Well, I think it's exactly for this reason, is to  
10          ensure that we have the land rights and it's on record  
11          of when we got those rights so that whenever future  
12          development happens, it's understood what was there and  
13          when it got put there.

14   Q    Okay. So from Keyera's point of view, what would  
15          Keyera say the point of the land registry system or  
16          land registry office is?

17   A    I think an important part of that is demonstrating the  
18          sequence of development that occurred on a -- on a  
19          parcel of land where you can look at a land title and,  
20          throughout its history, see what changes have been made  
21          to that through additional right-of-ways or other  
22          encumbrances that really lays out that order of -- of  
23          who got there when. But I think it really just sets  
24          the stage for anything that's proposed to come next on  
25          that land to understand what was there before and --  
26          and when it went in.

1           H. ROBINSON:                           Thank you.

2                         Those are my questions.

3           THE CHAIR:                           Thank you very much.

4   Q   THE CHAIR:                           I have one question. So it's  
5   on paragraph 35. You speak of these added costs that  
6   could ultimately result in asset -- early asset  
7   retirement.

8   Can you, first, clarify whose asset are you  
9   talking about, upstream producers or pipeline assets?  
10    And elaborate on this -- this is sort of a conclusion,  
11   in fairness, but how do you reach that conclusion,  
12   please.

13   A   So in terms of the -- the specific assets, I'd -- I'd  
14   say it's really general given that these proceedings  
15   are -- are about potentially setting a precedent that  
16   could apply provincially. It really could affect any  
17   pipeline. So that could be upstream, it could be  
18   midstream, it could be downstream as companies in all  
19   of those aspects of the industry operate pipelines. So  
20   it wasn't intended to apply to any one group; it really  
21   is more far-reaching.

22   In terms of how we draw that conclusion, it's  
23   really experience on what happens when there are sudden  
24   changes in cost or -- or increases in cost, rather, or  
25   sudden decreases in revenue that can unfortunately  
26   occur within the energy business, and how quick a

1 response occurs from a supply-and-demand perspective,  
2 and how much uncertainty affects choices of where and  
3 when to invest. It's really just based on our  
4 experience that we see.

5 We're actually in a circumstance right now given  
6 where gas prices are at where there are a number of --  
7 they're shutting production in the province. So that's  
8 really an example of the immediate reaction that comes  
9 from the industry when costs or revenues change in a --  
10 in an unfavourable direction.

11 Q Thank you very much.

12 So that answers my -- my question, actually.  
13 Yeah.

14 THE CHAIR: So that concludes our  
15 questions.

16 Now I want to inquire what -- the undertaking and  
17 subject to check before next steps.

18 S. DUNCANSON: Thank you, Madam Chair.

19 We've not yet conferred with the witness while he  
20 was under cross-examination as to how long it will take  
21 to close those out. Given their nature, I would not  
22 expect that we will have any difficulty closing those  
23 out today, and we commit to doing that.

24 THE CHAIR: Thank you very much.

25 E. DIXON: I do expect, subject to the  
26 response to the undertaking, that I will have one to

1 two more questions, so I'm not sure how that works from  
2 a procedural standpoint.

3 S. DUNCANSON: So in that case, Madam Chair,  
4 what I would propose, if it's suitable for the Panel --  
5 they should be fairly straightforward confirmations, I  
6 expect. If we could perhaps take a 20-minute break  
7 now, and if I could have your leave to confer with the  
8 witness solely for the purpose of completing the  
9 subject to check and the undertaking.

10 At the very least, we'll be able to confirm by the  
11 end of that 15- to 20-minute period what further work  
12 would need -- need to happen, but I'm cautiously  
13 optimistic we may be able to complete those within 15  
14 to 20 minutes, and Mr. Dixon can ask whatever questions  
15 he has if that suits the Panel.

16 THE CHAIR: Mr. Dixon, any objection to  
17 that?

18 E. DIXON: No. That sounds satisfactory  
19 to me.

20 THE CHAIR: Okay. Sure. You take your  
21 time, and you have leave to confer with the witness on  
22 that particular topic, and just let us know through  
23 Ms. Arruda when you're ready to answer the question.

24 E. ARRUDA: We'll aim to be back about  
25 five to 11, then?

26 THE CHAIR: We will depending on your

1           readiness.

2           (ADJOURNMENT)

3           THE CHAIR:                           Thank you. Please be seated.

4           S. DUNCANSON:                       So, Madam Chair, Mr. Beztilny  
5           is prepared now to speak to the subject to check and  
6           the undertaking.

7           THE CHAIR:                           Please proceed.

8           E. Dixon Re-cross-examines Keyera Corp. Witness Panel

9           A     Thank you.

10           So the -- the subject to check was the distance  
11           between the Brookfield 66th Street crossing and The  
12           Orchards crossing and whether or not that was 2 to  
13           300 metres apart, and what my team has confirmed is  
14           that that's approximately 450 metres between those two  
15           crossings.

16           In terms of the undertaking -- sorry -- about  
17           whether or not the second stress report, the one  
18           referred to in 10(j) of our January submission -- we  
19           couldn't find any evidence that it was shared with  
20           Brookfield.

21           (UNDERTAKING 2 FULFILLED)

22           Q     E. DIXON:                       Thank you, Mr. Beztilny. I  
23           very much appreciate your efforts over the break to get  
24           us an answer. So I do just have, I think, two to three  
25           quick questions for you.

26           So, firstly, with respect to the -- Brookfield's

1 development and the crossings at The Orchards and  
2 66th Street, can you confirm that Brookfield asked  
3 Keyera if it was possible to coordinate the work at the  
4 two crossings together, given the proximity and  
5 Brookfield's commercial timelines?

6 A I can't confirm what those discussions were and whether  
7 or not that happened. I do know, from my team's  
8 perspective, those were managed under different  
9 agreements, and the second one wasn't executed in time  
10 to be completed along with the work on the -- the first  
11 one. We were able to coordinate the work for the  
12 66 Street-Brookfield and the Melcor work at the same  
13 time, but not The Orchards-Brookfield.

14 Q So is your evidence, sir, that because you weren't able  
15 to negotiate an agreement in time with Brookfield that  
16 you were unable to coordinate the two Brookfield  
17 crossings at the same time? Is that your evidence,  
18 sir?

19 A Yeah, and I -- having not been involved in the  
20 discussions, I don't know specifically why those  
21 were -- why they weren't able to be coordinated, other  
22 than the agreement that was signed for the first one  
23 was specific to that crossing. I don't know what the  
24 discussions were about trying to incorporate the two  
25 together, potentially or not.

26 Q You have no reason to doubt me, though, if I was to

1 suggest that Brookfield did ask?

2 A I don't know. Again, not being in -- part of those  
3 discussions, I don't know what Brookfield would have  
4 asked of anyone at Keyera.

5 Q That's fine, sir.

6 So your undertaking, sir, was to confirm that  
7 Brookfield did -- whether Brookfield did or did not  
8 receive a copy of the second engineering assessment  
9 that was completed in April of 2021; that's right?

10 A That's correct, yes.

11 Q And I think -- and I acknowledge that there may have  
12 been a little bit of confusion with your discussion  
13 with Mr. Appelt, but Keyera's evidence is -- is that it  
14 did provide the first engineering assessment to  
15 Stantec, Brookfield's consultant; correct?

16 A That is our evidence, yes, and that would be counter to  
17 our typical process.

18 Q And I suspect, sir, because you weren't involved, you  
19 have no idea why that would have been provided to  
20 Stantec?

21 A That's correct, yes.

22 Q So I also take it, sir, that you would have no personal  
23 knowledge why the second one was not provided,  
24 notwithstanding that the first one was provided?

25 A In the second case, again, I was not directly involved  
26 in those discussions, but I would reinforce that our

1 typical process is not to provide the -- those types of  
2 reports that were -- were, you know, contemplated in  
3 the second -- the April twenty twenty-first report.

4 Q Notwithstanding that, at least, you provided the first  
5 one; right?

6 A The evidence indicates that it was provided, yes.

7 Q Okay. Is it possible that something changed in the  
8 assessment between the first report and the second  
9 report that may have prevented you from disclosing it?

10 A I can't speculate on what was in those reports, having  
11 not reviewed them. I can just reaffirm that our  
12 process is typically not to share those reports with  
13 the third party.

14 Q You won't speculate. Okay. That's fine.

15 E. DIXON: Madam Chair, I think those  
16 are -- those are my questions.

17 THE CHAIR: Thank you, Mr. Dixon.

18 Next. Mr. Duncanson, do you have any re-direct?

19 S. DUNCANSON: No re-direct, Madam Chair,  
20 thank you.

21 THE CHAIR: You're most welcome. Thank  
22 you.

23 And now we have reply evidence from Qualico.

24 So thank you very much for your -- for coming  
25 here, answering questions.

I think we can release the witness. So you're

1 free to go.

2 A Thank you.

3 (WITNESS STANDS DOWN)

4 THE CHAIR: So next on the agenda is for  
5 Qualico to have any reply evidence, and I will leave it  
6 to you, if you have any, how much time you need so we  
7 plan accordingly.

8 G. FITCH: Qualico has no reply evidence.

9 THE CHAIR: So with that -- actually, that  
10 brings us to the end of our agenda for today.

11 So is there any last-minute business from any of  
12 the parties, anything that you need to bring to our  
13 attention? Hearing none.

14 So seeing no heads nodding, this brings our  
15 evidentiary portion to a close, and we adjourn for the  
16 day until we have the final argument, which is 9:00 on  
17 Wednesday.

18 And that's still satisfactory for all the parties?  
19 Yes. I see nods, for the record.

20 Thank you very much, and see you on Wednesday.

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22 PROCEEDINGS ADJOURNED UNTIL 9:00 AM, MARCH 13, 2024

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1 CERTIFICATE OF TRANSCRIPT:

2

3 I, Jessica Norris, certify that the foregoing  
4 pages are a complete and accurate transcript of the  
5 proceedings taken down by me in shorthand and  
6 transcribed from my shorthand notes to the best of my  
7 skill and ability.

8 Dated at the City of Calgary, Province of Alberta,  
9 this 11th day of March 2024.

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J. Norris, PSR(A)

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Official Court Reporter

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