

THE ALBERTA ENERGY REGULATOR

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

AER PROCEEDING

VOLUME 4

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

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26

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12 J. Baker For Keyera Corp.
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14 J. Norris, PSR(A) Official Court Reporter
15 _____
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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. Beztilny 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. Beztilny'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 Beztilny 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. Beztilny, to provide a brief description of his
23 background, position, and role in this proceeding. Can
24 you do that for us, Mr. Beztilny?

25 A Sure.

26 Good morning, everyone. My name is Jarrod

1 Beztilny. 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. Beztilny, 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. Beztilny, 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. Beztilny, 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. Beztilny.

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. Beztilny, 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. Beztily, 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. Beztilny.

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. Beztilny.

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. Beztilny, 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. Beztilny, 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. Beztily, 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. Beztily, 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. Beztilny, 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. Beztily, 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. Beztilny, 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. Beztilny'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. Beztilny, 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. Beztilny 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. Beztilny 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. Beztilny 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. Beztilny.

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.

20 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. Beztily, 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.

26 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.

21

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)

Official Court Reporter

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