

Feedback Form

Toronto Third Line – August 20, 2026

Feedback Provided by:

Name: Don Richardson

Title: President and CEO

Organization: Minogi Corp.

Email: [REDACTED]

Date: September 10, 2026

To promote transparency, feedback submitted will be posted on the [Toronto Third Line engagement page](#) unless otherwise requested by the sender.

- ☐ **Yes – there is confidential information, do not post**
☒ **No – comfortable to publish to the IESO web page**

The Independent Electricity System Operator (IESO) is seeking feedback from Indigenous communities and stakeholders on the Contract Draft #1 document and Preliminary System-Level Requirements. The materials can be accessed from the [Toronto Third Line engagement webpage](#).

Note: The IESO will accept additional materials where it may be required to support your rationale provided below. When sending additional materials please indicate if they are confidential.

Please submit feedback to engagement@ieso.ca by September 10, 2026.

**Please respond only to the questions that are relevant to your expertise, or interest.
There is no expectation to answer every question.**

Minogi Corp. appreciates the opportunity to comment on the Toronto Third Line Contract Draft No. 1 and preliminary system-level requirements.

Minogi submits these comments in its own corporate capacity, informed by its work under the direction of the Mississaugas of Scugog Island First Nation (MSIFN) and its experience in Ontario's electricity sector. This submission does not replace or prejudice Crown consultation with MSIFN. Minogi's participation in technical, procurement, capacity-funding, or commercial discussions must not be represented as MSIFN's consultation, accommodation, consent, or endorsement.

Minogi has no authority to make representations, waive rights, accept accommodation, provide consent, or settle consultation matters on behalf of MSIFN unless expressly authorized in writing by MSIFN for the specific matter.

Minogi recommends that the IESO:

- Demonstrate the continuing need for the Toronto Third Line and transparently compare the proposed underwater cable with reasonable alternatives.
- Recognize the rights and interests identified by MSIFN and other affected rights-holding First Nations in relation to the Lake Ontario lakebed.
- Require every proponent to offer affected rights-holding First Nations, directly or through entities they authorize, a bona fide opportunity to acquire at least 50% of the total Economic Interest in the Transmitter collectively.
- Make Indigenous ownership and participation commitments binding contractual outcomes, rather than commitments subject only to Commercially Reasonable Efforts.
- Adopt a staged procurement informed by Hydro One's Early Contractor Involvement model, advancing no more than two qualified proponent teams through early development (Reference: <https://hydroone.mediaroom.com/index.php?s=2429&item=123171>)
- Enable affected rights-holding First Nations, if they choose, to establish a First Nation-controlled joint entity, secretariat, or common table, supported by adequate funding.
- Establish a formal roles, responsibilities, accountability protocol and ongoing Crown monitoring of delegated procedural consultation activities.
- Provide affected rights-holding First Nations with adequate support and a voluntary, formal opportunity to provide input into proponent selection and relevant final contract provisions.
- Reduce repetitive demands on First Nation leadership and staff by limiting intensive engagement to the two shortlisted teams.
- Require a dedicated marine archaeology and submerged cultural landscape program developed with affected rights-holding First Nations.
- Provide consolidated GIS mapping and cumulative-effects information.

- Ensure Indigenous ownership, governance, stewardship, monitoring, and reporting obligations continue throughout the life of the facility.
- Strengthen remedies for unmet Indigenous commitments and provide affected rights-holding First Nations and participating Indigenous owners with appropriate enforceable rights.
- Require IESO and Ontario to provide a written disposition of substantive First Nation recommendations.
- Revise the DTC Letter mechanism so that provincial satisfaction is not treated as conclusive evidence that consultation has been fulfilled.

Indigenous Engagement and Participation Commitments

Question 1: What contract parameters should the IESO include to ensure accountability for Indigenous engagement and participation commitments (e.g., ongoing monitoring and reporting, line-in-service verification)?

Minogi recommends that Indigenous ownership, procurement, employment, training, environmental stewardship, reporting, and economic-participation commitments be measurable and enforceable.

Where a matter concerns rights-based consultation, accommodation, Indigenous Knowledge, or potential effects on Aboriginal or treaty rights, each affected rights-holding First Nation should receive a direct and meaningful opportunity to participate in accordance with its own governance processes. Commercial engagement with First Nation economic entities must not be treated as consultation with First Nations.

Binding commitments

Section 2.14(a) of the draft Transmission Facility Agreement requires the Transmitter to use Commercially Reasonable Efforts to implement its Indigenous Engagement and Participation Plan, including its equity and non-equity commitments. This does not guarantee that the promised outcomes will be achieved.

Minogi recommends that:

- Commitments receiving evaluation credit become binding minimum obligations.
- Material commitments be incorporated into the final agreement and its exhibits.
- Material failure to achieve or maintain a commitment constitutes a Transmitter Event of Default, subject to reasonable cure rights.
- Material amendments require IESO approval and the informed written agreement of affected Indigenous owners or beneficiaries.
- The Transmitter bears the burden of demonstrating compliance.
- Appropriate escalation and enforcement rights be available to affected rights-holding First Nations and authorized Indigenous ownership entities.

- Commitments apply to and bind relevant affiliates, EPC contractors, subcontractors, lenders, nominees, transferees, successor owners, and operators, and cannot be avoided through assignment, restructuring, or delegation.

The draft currently provides a specific administrative charge for late delivery of the Final IEPP Report but no comparably explicit remedy for failure to achieve the promised equity percentage. The agreement should prioritize delivery of outcomes, not only timely reporting.

Minimum 50% Indigenous equity opportunity

The draft defines the IEPP Equity Percentage by reference to the percentage offered by the successful proponent. It does not establish a common minimum ownership threshold.

Minogi recommends requiring every proponent to offer affected rights-holding First Nations, directly or through entities they authorize, a bona fide opportunity to acquire collectively at least 50% of the total Economic Interest in the Transmitter on fair, transparent, commercially credible, and financeable terms.

For this purpose, Economic Interest should be defined on a fully diluted basis and should capture meaningful participation in voting, governance, distributions, residual value, sale proceeds, and other material project economics. The structure must not use preferred, debt-like, non-voting, carried, nominee, affiliate, or other arrangements to provide nominal ownership while materially reducing Indigenous economic or governance participation.

The opportunity should include:

- Substantive economic participation.
- Meaningful governance rights.
- Fair participation in distributions and residual value.
- Access to financial, technical, operational, and governance information.
- Funding and sufficient time for independent due diligence.
- Protection against involuntary dilution, transfer, or restructuring.
- Clear disclosure of construction, operating, financing, and decommissioning risks.
- Protection against uncapped or inadequately disclosed additional-capital obligations.
- Continuation of ownership protections throughout the life of the facility.

Participating First Nations should determine the allocation of the ownership opportunity through a process they accept, not unilaterally by the proponent or the IESO.

The minimum equity offer should not prevent a participating First Nation from choosing another economic-participation structure after due diligence. Economic participation must not be a condition of consultation, accommodation, procurement opportunities, or community benefits.

Timing of Indigenous ownership

The ownership opportunity should not be deferred automatically until Commercial Operation or energization. Participating First Nations should have a genuine opportunity, following due diligence, to

enter during development or construction where this improves governance participation, project alignment, financing efficiency, or long-term value. The agreement should identify the stages at which ownership may be acquired and protect against development decisions prejudicing the value or governance rights associated with a later equity opportunity.

Minogi encourages the IESO to incorporate procurement and commercial structures that enable Indigenous equity participation from the earliest stages of project development.

The Province of Ontario has already demonstrated leadership in this area through the Ministry of Energy's Concurrent Cost Recovery (CCR) framework, which was implemented through regulation on January 16, 2026. The CCR framework recognizes that major electricity infrastructure projects require significant upfront development and construction expenditures before assets are placed into service. By allowing a portion of prudently incurred project costs to be recovered during construction, the framework reduces financing pressures, improves project economics, and ultimately supports more efficient project delivery.

From an Indigenous participation perspective, CCR is particularly important because it addresses one of the most significant barriers to meaningful Indigenous equity ownership: the challenge of financing investments during the lengthy development and construction phases of major infrastructure projects.

Minogi and MSIFN have consistently advocated that Indigenous communities should have opportunities to participate as partners from the outset of project development rather than being presented with ownership opportunities only after key commercial and construction risks have been substantially resolved. Indigenous participation should occur when value is being created, not merely when value has already been created.

Accordingly, Minogi recommends that the IESO ensure the Toronto Third Line commercial framework:

- Recognizes and accommodates the opportunities created by the Province's Concurrent Cost Recovery framework.
- Encourages proponents to structure Indigenous equity participation so that rights-holding First Nations can participate during development and construction phases.
- Evaluates proponents based on their ability to translate the benefits of CCR into meaningful Indigenous ownership opportunities.
- Supports financing structures that facilitate Indigenous investment alongside project development activities.
- Recognizes that Indigenous equity participation during construction will strengthen project alignment, reduce risk, and advance reconciliation objectives.

The Toronto Third Line represents one of the first major transmission procurements occurring following implementation of Ontario's Concurrent Cost Recovery framework. As such, it offers the IESO an opportunity to demonstrate how regulatory innovation can support both infrastructure development and economic reconciliation.

The Province has already recognized that early-stage cost recovery contributes to the successful development of strategic energy infrastructure. The TTL procurement should similarly recognize that

enabling Indigenous participation during those same project stages will improve project outcomes, advance reconciliation, and strengthen long-term project support.

Capacity Funding

The draft includes Capacity Funding within Non-Equity Commitments, even though Capacity Funding enables First Nations to participate in the engagement and commercial processes created by the project.

Minogi recommends Capacity Funding:

- Be removed from the definition of Non-Equity Commitments.
- Be treated as a separate and mandatory project-development cost.
- Be available before material decisions occur.
- Cover reasonable internal leadership, staff, governance, community-engagement, and coordination costs, as well as independent advisers.
- Include funding needed to develop joint internal agreements or shared governance arrangements where affected rights-holding First Nations choose to coordinate.
- Not be described as compensation, accommodation, community benefit, or evidence of project support.

First Nation coordination structure

The IESO and Ontario should provide adequate and timely funding to enable affected rights-holding First Nations, if they so choose, to establish and operate a First Nation-controlled joint entity, secretariat, or common table through which they may coordinate technical review, Indigenous Knowledge governance, procurement engagement, commercial negotiations, and other shared interests.

The participating First Nations must determine the form, mandate, membership, governance, and decision-making authority of that structure. It must not replace each First Nation's direct relationship with the Crown, authorize one Nation to speak for another, or require the coordination of consultation positions. It should complement, not replace, direct engagement with each affected rights-holding First Nation.

Protection against mischaracterization and limits on First Nation authority

The agreement should expressly provide that meetings, information exchanges, Capacity Funding, confidentiality agreements, technical work, archaeological participation, offer reviews, or commercial negotiations do not constitute consultation, accommodation, consent, or project endorsement.

The Transmitter must not describe a First Nation's participation as consultation with the First Nation or as evidence of the First Nation's support. Public descriptions of a First Nation's position should require the First Nation's express written authorization.

In the case of Minogi, unless MSIFN expressly authorizes Minogi in writing for a specific matter, Minogi cannot make representations, waive rights, accept accommodation, provide consent, settle

consultation matters, or otherwise bind MSIFN. No conduct, meeting attendance, information exchange, or commercial negotiation should create implied, apparent, or ostensible authority.

Procurement model and Indigenous input into proponent selection

Minogi recommends a staged procurement informed by Hydro One's Early Contractor Involvement approach (Reference: <https://hydroone.mediaroom.com/index.php?s=2429&item=123171>)

Minogi's earlier comments contemplated structured engagement rounds with prospective proponents. After further considering the workload imposed on affected rights-holding First Nations and Hydro One's ECI experience, Minogi now recommends limiting detailed engagement to no more than two qualified teams advanced through a defined early-development stage.

The IESO should advance no more than two qualified proponent teams, including their proposed EPC contractors where appropriate, through a defined early-development stage before selecting the Transmitter.

The process should:

- Provide both shortlisted teams with a consistent baseline information package.
- Give each affected rights-holding First Nation adequate Capacity Funding and participation support, should it choose to participate.
- Test technical approaches, constructability, cost realism, environmental and archaeological performance, Indigenous ownership, procurement, employment, and long-term stewardship proposals.
- Provide each affected rights-holding First Nation with a formal opportunity to comment on the teams.
- Consider and document First Nation input, subject to confidentiality and Indigenous data-governance requirements.
- Incorporate material commitments relied upon during selection into the final agreement.

Participating First Nations should not be required to rank proponents, select a preferred bidder, endorse the project, or accept responsibility for the IESO's decision. Providing input should not create any warranty or liability concerning the selected team's future performance.

Participation must not be characterized as support for a proponent, acceptance of the underwater cable, or confirmation that consultation has been adequate.

First Nation review of relevant final contract provisions

Before executing the final agreement, the IESO should provide affected rights-holding First Nations and participating Indigenous ownership entities with a funded opportunity to review and comment on provisions implementing Indigenous ownership, engagement, procurement, stewardship, Indigenous Knowledge, reporting, public characterization, enforcement, and other commitments intended for their benefit.

This review should not require a First Nation to approve or endorse the complete agreement or to accept responsibility for the IESO's contract. The IESO should document how comments on the relevant provisions were addressed before execution.

Reducing First Nation Workload

Limiting early development to two proponent teams would significantly reduce repetitive demands on First Nation leadership, consultation staff, economic-development organizations, legal and technical advisers, archaeologists, environmental professionals, and community processes.

Capacity Funding cannot create additional leadership or staff capacity. Minogi therefore recommends:

- Limiting detailed engagement to two shortlisted teams.
- Providing common project and technical sessions centrally.
- Avoiding duplicate information requests.
- Allowing each First Nation to determine whether and how it participates.
- Evaluating relationship quality and substantive outcomes rather than meeting counts.
- Requiring unsuccessful teams to return, protect, or destroy Indigenous-controlled information.

Proponent evaluation

The Toronto Third Line will not succeed merely because the lowest-cost technically compliant Transmitter is selected. The selected team must also demonstrate that it can establish respectful and durable relationships with affected rights-holding First Nations and respond meaningfully to positions identified through their consultation and governance processes.

Evaluation should include:

- Technical capability and constructability.
- Cost realism and lifecycle value.
- Underwater transmission experience.
- Marine construction, maintenance, and repair capacity.
- Environmental and archaeological performance.
- Treatment of unknown lakebed conditions.
- Indigenous ownership and governance proposals.
- Indigenous procurement and workforce commitments.
- Long-term stewardship.
- Performance during early development.
- The proponent's record of fulfilling Indigenous commitments.
- Formal input from affected rights-holding First Nations that elect to participate.

Indigenous procurement and Ontario supply-chain participation

Indigenous procurement commitments should be treated as measurable project outcomes rather than general aspirations. The Indigenous procurement plan should include:

- Minimum expenditure-based targets for verified Indigenous businesses, with any sub-targets or geographic priorities developed with affected rights-holding First Nations.
- Early forecasting and transparent publication of upcoming procurement opportunities.
- Contract unbundling and packaging strategies that permit qualified Indigenous businesses to compete for work of realistic size and risk.
- Fair qualifications, bonding, insurance, security, and payment requirements, including prompt-payment protections.
- Clear and credible Indigenous-business verification rules.
- Reporting by contract value, payments made, type of work, duration, and participating business, while protecting confidential information.
- Workforce, apprenticeship, training, mentorship, and capacity-development measures linked to actual project opportunities.
- Corrective-action requirements and enforceable remedies where commitments or targets are missed.
- Alignment, where lawful and appropriate, with Ontario and Canadian supply-chain objectives without diminishing priority for affected rights-holding First Nations

Contract and Regulatory Framework

Question 2: Do you have feedback on the proposed contract framework and its interaction with the existing regulatory framework, including IESO payments and the transition to OEB rate regulation?

Duration of Indigenous obligations

The agreement expires two years after Commercial Operation, and the Indigenous Participation provisions are not expressly included among the provisions that survive expiry.

Minogi recommends that:

- Indigenous ownership, governance, procurement, stewardship, monitoring, and reporting obligations continue throughout the life of the facility.
- The Indigenous Participation provisions expressly survive expiry or termination.
- Successor owners and operators assume all Indigenous commitments.
- Protections apply to refinancing, lender enforcement, assignment, sale, restructuring, and change of control.
- Participating Indigenous owners receive appropriate notice and participation rights concerning those events.

OEB cost recovery

The IESO should clarify how the regulatory framework will treat:

- Capacity Funding and participation support.
- First Nation costs associated with early development.
- Costs of establishing and financing Indigenous ownership.
- Indigenous professional and due-diligence costs.
- Indigenous environmental and archaeological advisers.
- Long-term governance, stewardship, and monitoring.
- Community benefits and separate Crown accommodation measures.

The regulatory framework should not create incentives to minimize Indigenous commitments because particular costs may not qualify for recovery. It should also recognize potential ratepayer benefits arising from First Nation participation, including access to capital and financing efficiencies, without using such benefits to reduce the value available to participating First Nations.

Financing, transfer, and lender risk

The agreement permits secured lenders or receivers to take ownership or control of the Transmitter's interest, subject to transfer requirements, without expressly granting comparable protections to participating Indigenous owners.

Participating Indigenous owners should receive:

- Notice of defaults and proposed lender enforcement.
- Protection against unauthorized dilution or transfer.
- Appropriate cure, purchase, participation, or first-offer rights.
- Confirmation that transferees will assume Indigenous commitments.
- Protection against uncapped additional-capital requirements.
- Full disclosure of financing, dilution, and default consequences.

Commercial ownership arrangements must remain separate from Crown consultation and accommodation. An Indigenous owner must retain the ability to raise concerns, propose alternatives, participate in regulatory proceedings, and withhold support for project decisions.

Website Obligations

Question 3: To increase transparency through the development and construction of the project, the IESO is proposing to include a number of Website Obligations in the Contract. Do you have any feedback on the proposed inclusions?

Minogi supports public disclosure of project information, ownership, mapping, permitting, schedules, engagement opportunities, and construction progress.

The website should also include:

- Evidence supporting project need and timing.
- Alternatives assessed and evaluation criteria used.
- Procurement stages.
- Route and terminal alternatives.
- Reasons for material design changes.
- Appropriate summaries of bathymetric and geotechnical studies.
- Existing lakebed infrastructure information.
- Marine archaeological and submerged cultural landscape work.
- Environmental and cumulative-effects monitoring.
- Indigenous procurement and workforce outcomes.
- Progress in implementing Indigenous ownership.
- Corrective actions arising from non-compliance.
- A non-confidential disposition table showing how substantive First Nation recommendations were addressed.

The IESO should also provide consolidated GIS mapping showing the Toronto Third Line in relation to existing and proposed transmission, generation, nuclear, municipal, transportation, shoreline, and water infrastructure.

Public communications must distinguish rights-based consultation from commercial, technical, and community engagement. Participation by Minogi or MSIFN must not be described as project support without express written authorization.

Do not disclose Indigenous Knowledge, culturally sensitive information, archaeological locations, or Indigenous-controlled information without authorization from the First Nation that controls it.

Milestone Deliverables

Question 4: Is there feedback regarding the deliverable expectations for the milestones? Are the requirements appropriate? Are there any submissions omitted from the current list?

Early Development Completion

Each shortlisted team should provide:

- A project-need statement and comparative alternatives assessment.
- An early development and constructability plan.
- A preliminary marine archaeology and submerged cultural landscape plan.
- Preliminary lakebed infrastructure and constraint mapping.

- A draft Indigenous ownership and governance plan, including potential timing of First Nation entry during development, construction, or operations.
- Preliminary procurement, employment, training, and community-benefit proposals.
- Indigenous data-governance and confidentiality protocols.
- A preliminary risk register.
- A record of material representations and commitments.
- Confirmation that affected rights-holding First Nations were offered adequately supported opportunities to provide input.
- A preliminary roles, responsibilities, and accountability matrix covering Ontario, IESO, proponents, the Transmitter, EPC contractors, and participating First Nation entities.

Commitments relied upon in selection should become enforceable obligations of the selected Transmitter.

Pre-Construction Completion

The selected Transmitter should provide:

- A record of consultation activities, without substituting commercial engagement with First Nation economic entities for consultation with the related First Nation.
- A response table identifying concerns, project responses, changes, and unresolved matters.
- Completed marine archaeology and submerged cultural landscape assessments.
- An archaeological monitoring and chance-find protocol developed with affected rights-holding First Nations.
- A cumulative-effects assessment.
- A comprehensive project risk register.
- Evidence of ownership and financing arrangements where participating First Nations or authorized entities elect to proceed.
- Long-term environmental-monitoring and stewardship arrangements.
- Confirmation that material early-development commitments remain binding.
- A final roles, responsibilities, and accountability protocol.
- Evidence that Ontario has reviewed the performance of delegated procedural consultation activities and required corrective action where appropriate.

The Crown should assess consultation status through direct engagement with each affected rights-holding First Nation. It should not infer consultation adequacy from a First Nation economic entity's commercial participation.

Commercial Operation

Before confirming Commercial Operation, the agreement should require:

- Independent verification of Indigenous commitments.
- Confirmation of the ownership and governance structure.
- Final Indigenous procurement and workforce results.
- An operations-period stewardship and monitoring plan.
- Confirmation that outstanding obligations remain binding throughout the life of the facility.
- A final disposition report identifying outstanding First Nation concerns, unresolved commitments, responsible parties, remedies, and follow-up dates.

Marine archaeology

Minogi recommends that the Contract require a dedicated program that assesses known archaeological resources, former shorelines and watercourses, submerged landforms, nearshore areas, and other locations with potential evidence of historic Indigenous presence or activity.

Affected rights-holding First Nations should receive adequately supported opportunities to influence study methods, consultant selection, fieldwork oversight, interpretation, confidentiality, mitigation, monitoring, and information use.

Contractual Milestone Dates

Question 5: The IESO is considering how to leverage transmitter's expertise in schedule development, while balancing the IESO's need to ensure appropriate milestone dates are included in the contract. Do you have suggestions on an approach that enables transmitters to offer appropriate input into the determination of contractual milestone dates?

How should transmitter expertise be incorporated into schedule development?

Minogi recommends that the IESO obtain competing Transmitter and EPC expertise through the proposed two-team early-development process.

The schedule should include:

- Selection of two qualified teams.
- A common IESO information phase.
- Early route, terminal, design, constructability, environmental, archaeological, and risk work.
- Adequately supported opportunities for affected rights-holding First Nations to engage with both teams.
- Development of Indigenous ownership, governance, procurement, and workforce proposals.
- A voluntary opportunity for First Nations to provide selection input.
- Selection of the Transmitter by the IESO.

- A funded opportunity for affected rights-holding First Nations and participating Indigenous ownership entities to review relevant final contract provisions.
- Incorporation of material early-stage commitments into the agreement.
- Continued consultation, environmental assessment, design refinement, and commercial implementation.

The schedule must distinguish Crown consultation, delegated consultation activities, commercial negotiations, First Nation economic entities authorized technical or economic-development work, and regulatory processes. Completion of one must not be treated as completion of another.

Milestones should operate as substantive decision gates rather than document-submission deadlines. The schedule must preserve a genuine opportunity for concerns about the project concept, route, technology, terminal locations, construction methods, or delivery team to influence

Preliminary System-Level Requirements

The IESO is seeking feedback on the requirements shared on the presentation slides 42-48 including:

Question 1: Are the preliminary system-level requirements outlined on slide 44 to 46 adequate to drive the technical design of the TTL?

The preliminary requirements may provide an engineering starting point, but electrical performance alone should not drive project design.

The requirements should also address:

- Rights and interests identified by affected rights-holding First Nations.
- Fisheries and aquatic environments.
- Marine and shoreline ecology.
- Cultural heritage and marine archaeology.
- Submerged cultural landscapes.
- Climate resilience.
- Emergency response, repair, and restoration.
- Cable protection.
- Existing lakebed infrastructure.
- Navigation, anchoring, and dredging.
- Long-term monitoring and decommissioning.
- Indigenous environmental stewardship.

The design process should compare burial, lakebed installation, horizontal directional drilling, trenching, repair, and terminal-construction approaches and explain how environmental, archaeological, technical, and consultation information influenced the preferred design.

First Nation participation in routing and alternatives selection

The route-selection and terminal-selection process should be co-developed with affected rights-holding First Nations and should document how their rights, Indigenous Knowledge, archaeological information, cumulative-effects concerns, avoidance preferences, and stewardship responsibilities influenced the comparison and selection of alternatives.

Co-development of the process should not limit or predetermine the consultation position of any First Nation, and participation should not be characterized as approval of the selected route, terminal, technology, or project.

Question 2: Are the preliminary requirement values appropriate, overly stringent, or too relaxed to for current and expected technology capabilities?

Minogi does not offer a technical conclusion on the specific engineering values. The IESO should demonstrate that the final values are achievable, proportionate, and compatible with reliable and resilient service.

The values should not unnecessarily constrain:

- Reasonable alternatives.
- Route flexibility.
- Avoidance of sensitive areas.
- Lower-impact construction methods.
- Responses to consultation and environmental assessment.
- Risk-reduction measures identified through early development.
- Indigenous technical participation.
- Fair and financeable Indigenous ownership.

The IESO should identify any value that materially affects route length, burial depth, terminal location, construction methods, lifecycle cost, repair, or environmental effects.

Question 3: What additional clarification is required regarding the system-level requirements and associated values?

The IESO should clarify:

- The reliability, redundancy, generation-integration, and load-growth basis for the project.
- The timing of need and consequences of delay.
- The land-based, infrastructure-upgrade, non-wires, route, terminal, voltage, and staging alternatives assessed.

- The criteria used to compare those alternatives.
- Which requirements are fixed and which may be refined.
- How competing technical approaches will be compared during early development.
- How First Nation input and consultation outcomes will inform design.
- How climate resilience, emergency repair, replacement, and decommissioning are addressed.
- How existing lakebed infrastructure and nearshore conditions will be assessed.
- How technical and financial requirements affect Indigenous ownership.
- When Indigenous ownership may commence and how development-stage participation will be accommodated.
- How Indigenous procurement targets, verification, reporting, and corrective action will operate.

The agreement identifies ice scour, anchor drag, cable strikes, and vessel unavailability as potential Force Majeure events in specified circumstances. The IESO should therefore explain the cable-protection standards, repair requirements, vessel and replacement-component arrangements, outage-restoration expectations, environmental and archaeological controls during repairs, and allocation of these risks.

Question 4: Are there any additional system level requirements that the IESO should consider?

Governance, Crown accountability, and First Nation coordination

The final framework should include a coordinated governance architecture that preserves direct Crown-to-First Nation relationships while enabling voluntary First Nation coordination and effective project oversight.

Roles, Responsibilities and Accountability Protocol

The final agreement should require a protocol that clearly identifies:

1. Matters retained exclusively by the Crown.
2. Procedural consultation activities delegated to the Transmitter or others.
3. IESO's procurement, oversight, verification, and enforcement functions.
4. The distinct roles of affected rights-holding First Nations.
5. The role of First Nation-authorized commercial or ownership entities.
6. The responsibilities of proponents, the Transmitter, EPC contractors, affiliates, subcontractors, lenders, successors, and operators.
7. Escalation and dispute-resolution routes.
8. Responsibility for Capacity Funding and other participation funding.

9. Responsibility for maintaining the consultation, commitments, and decision records.

The protocol should confirm that delegation does not transfer or diminish the Crown's ultimate constitutional responsibility and should be reviewed with affected rights-holding First Nations before material project decisions occur.

Ongoing Crown monitoring of delegated consultation

Ontario should establish and disclose an ongoing mechanism to monitor the Transmitter's performance of delegated procedural consultation activities. This should include periodic Crown review, direct opportunities for affected rights-holding First Nations to identify deficiencies, written Crown direction where corrective action is required, and escalation before material project decisions or construction approvals proceed.

Disposition of First Nation recommendations

IESO and Ontario should provide affected rights-holding First Nations with a written disposition table addressing substantive recommendations made during planning, procurement design, early development, proponent selection, contracting, environmental assessment, and regulatory processes.

For each recommendation, the table should state whether it was accepted, partially accepted, or not accepted; identify resulting changes to the procurement, design, route, contract, or oversight framework; and provide reasons where the recommendation was not adopted. Public versions may protect confidential, Indigenous controlled, commercially sensitive, or privileged information.

DTC Letter

The DTC Letter may state either that no consultation requirements were specified or that specified requirements were completed to Ontario's satisfaction. It is required before construction and for Pre-Construction Completion.

Minogi recommends that:

- The DTC Letter is not conclusive evidence that consultation has been fulfilled.
- Affected rights-holding First Nations receive advance notice and an opportunity to provide their assessment.
- The Ministry addresses unresolved concerns in writing.
- The letter state that it does not constitute Indigenous consent or project support.
- Construction does not proceed with material consultation matters unresolved without a transparent Crown decision.
- The DTC Letter be supported by an ongoing Crown monitoring record and not serve as a substitute for ongoing direct Crown engagement.

Ministry Engagement List

- The final agreement should confirm that the Ministry Engagement List:
- Is administrative only.
- Does not determine Aboriginal or treaty rights or define Indigenous territory.

- Does not determine consultation adequacy.
- Does not authorize one Nation or organization to represent another.
- May be amended as additional potential rights holders are identified.
- Does not allow commercial participation through a First Nation economic entity to replace consultation with the First Nation.

Remedies and direct rights

Material failure to achieve or maintain required Indigenous ownership, or to honour material early-development commitments, should trigger corrective action or default.

Affected rights-holding First Nations should receive enforceable protections concerning consultation-related commitments, Indigenous Knowledge, public characterization, cultural heritage, environmental stewardship, monitoring, access to information, and the disposition of their recommendations.

Participating Indigenous owners should receive enforceable commercial rights concerning ownership, governance, information, distributions, dilution, transfer, financing, lender enforcement, and economic commitments.

These protections may require direct agreements or an express exception to section 17.4, which does not confer rights or remedies on non-parties.

General Comments / Feedback

Please use this section to provide any additional comments that may not be captured in the questions above.

Minogi welcomes the draft agreement's recognition of Indigenous equity, Capacity Funding, Non-Equity Commitments, public reporting, and IEPP monitoring. However, the agreement remains structured primarily around offers, reports, and Commercially Reasonable Efforts rather than binding Indigenous outcomes.

Minogi recommends a two-team, ECI-style early-development process that enables the IESO to compare technical capability, constructability, cost realism, environmental and archaeological performance, Indigenous ownership proposals, and relationship practices before selecting the Transmitter.

Affected rights-holding First Nations should receive adequate support and a voluntary, formal opportunity to provide input. They should not be required to rank proponents, endorse the project, or accept responsibility for the IESO's decision.

The framework should support a First Nation-controlled coordination structure where the Nations choose one, while preserving each First Nation's direct relationship with the Crown and independent authority. It should establish clear roles and responsibilities, ongoing Crown monitoring, a transparent disposition of First Nation recommendations, and supported review of relevant final contract provisions.

The Indigenous ownership opportunity should be available during development or construction where participating First Nations choose to proceed after due diligence, rather than being deferred automatically until energization. Indigenous procurement commitments should be measurable, expenditure-based, accessible to qualified Indigenous businesses, and enforceable.

Minogi's recommendation for a minimum 50% Indigenous ownership opportunity must not be interpreted as unconditional support by Minogi or MSIFN for the Toronto Third Line or its underwater design. Economic participation cannot remedy inadequate consultation, replace accommodation, or justify a predetermined project outcome.

A successful framework must clearly distinguish between First Nation economic entities and their economic-development roles and First Nation rights-based authority. It must also preserve each affected rights-holding First Nation's discretion to determine its participation, consultation position, information requirements, governance arrangements, and response to the project.