

From: Shelly-Anne.Connell
To: Shelly-Anne.Connell
Subject: FW: Letter of Comment Submitted: EB-2014-0335
Date: December-04-14 11:19:40 AM

From: BoardSec
Sent: December-04-14 9:26 AM
To: Shelly-Anne Connell
Subject: FW: Letter of Comment Submitted: EB-2014-0335

From: webmaster@ontarioenergyboard.ca [<mailto:webmaster@ontarioenergyboard.ca>]
Sent: December-03-14 5:56 PM
To: BoardSec
Subject: Letter of Comment Submitted: EB-2014-0335

LETTER OF COMMENT

Comments: *(please see below and attachment)*

Letter of Comment

Manuel and Valentina Fagundes

Re: Union Gas Limited - Board File No. EB-2014-0335

1) In respect to Paragraph 5 it states “Union's preference is to acquire the necessary easements on a voluntary basis through negotiations with affected landowners” This has not been the case. Title owner Manuel Fagundes and Valentina Maria Fagundes have not given Union Gas any issues with acquiring their land, and even helped Union Gas with preliminary testing. They have agreed with all terms set forth by Union Gas including compensation, so the expropriation of the land should not be allowed to continue, as the parties are willing to sell the land. There are other land titles owners affected however Union Gas has not tried to negotiate with them, and has gone ahead with the expropriation. As per exhibit 1 page 3, s(c) where the lawyer for union gas states he is open to the solution however went ahead with filing the expropriation application; nothing was ever done, nor discussed with Mr. and Mrs. Fagundes.

2) We suggest that the expropriation as this time be dismissed pending proper delegation with all lien holders to provide an easement settlement, which under the Expropriation Act, should take place prior to the application of expropriation. There have been no talks with ALL lien holders to show precedent on this easement that a settlement is not possible. We further request with retrospect to the act that a timeframe (30 days) be placed in order for Union Gas and all Lien Holders to come to an acceptable settlement, which if after such a time, the expropriation of the easement could move forward.

3) We further acknowledge that the land has liens on it placed by the Attorney General for a

case that is still pending in Civil Court, therefore the funds should not go to satisfy this lien, and we ask for the OMB to allow direct payment to Manuel Fagundes and Valentina Maria Fagundes, for all if not a partial sum as even in settlement talks both Manuel Fagundes and Valentina Maria Fagundes retain title on the safari property (exhibit 2). The loss of crops affect the future earning potential of the Fagundes, and is not part of the previous lien of the property, to forfeit all proceeds would seriously affect the couples future earning potential with the loss of the land for the Union Gas Pipeline.

Name: Manuel Fagundes

Address: [REDACTED]
[REDACTED]
[REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Fax: 0

Company: