

October 28, 2016

RESS & COURIER

Ms. Kirsten Walli
Board Secretary
Ontario Energy Board
2300 Yonge Street, 27th Floor
Toronto, ON M4P 1E4

Dear Ms. Walli

**RE: EB-2016-0186 – Union Gas Limited – Panhandle Reinforcement Project –
Interrogatories on Intervenor Evidence**

Please find attached Union Gas Limited (“Union”) interrogatories on the evidence of the Canadian Association of Energy and Pipeline Landowner Associations (“CAEPLA-PLC”), filed October 21, 2016.

If you have any questions, please contact me at (519) 436-5473.

Yours truly,

[original signed by]

Karen Hockin
Manager, Regulatory Initiatives

cc: Zora Crnojacki, Board staff
Mark Kitchen, Union Gas
Charles Keizer, Torys
All Intervenors (EB-2016-0186)

Union Gas Limited
Interrogatories on Written Evidence of CAEPLA-PLC:

1. Reference: CAEPLA-PLC Written Evidence Statement, Page 8, Paragraph 15.
Exhibit B. CAEPLA-PLC.5, Attachment 1, Page 26, Section 7.

Preamble:

“Union is proposing to construct the pipeline with a minimum depth of cover of 1.2 metres in non-rock agricultural areas.”

Question:

- i) Please confirm that CSA Z662-15 adopted by the Technical Standards Safety Association, (“TSSA”) is the code which governs the required depth of cover for the pipeline and which is the code that Union’s construction of the pipeline must comply with.
- ii) Please confirm that TSSA requires the pipeline to be constructed to a depth of cover of 0.6 meters in agricultural areas.
2. Reference: CAEPLA-PLC Written Evidence Statement Page 9-10, Paragraphs 21-23;
Page 11, Paragraph 28 (b).
Exhibit A, Tab 11, Page 1

Preamble:

Union is proposing, where applicable, to use existing easements for the Proposed Facilities.

Question:

Please confirm that the easements held by Union which are registered against the title to the landowner’s property permit Union to remove the existing NPS 16 pipeline and install the new NPS 36 pipeline.

3. Reference: CAEPLA-PLC Written Evidence Statement, Page 4, Paragraph 12 (b).
Exhibit B.CAEPLA-PLC.5, Attachment 1, Page 26, Section 5.

Preamble:

CAEPLA-PLC has requested Union modify how it stakes the workspace to construct the Proposed Facilities.

Question:

Please confirm that the stakes referred to in this paragraph are the stakes on the outside edge of the topsoil storage areas, not the stakes delineating the easement boundary. If confirmed, please explain what additional stakes would be required that are not identified in paragraph 5 of Union's Letter of Understanding ("LOU").

4. Reference: CAEPLA-PLC Written Evidence Statement Page 4, Paragraph 12 (g).
CAEPLA-PLC Written Evidence Statement Attachment 11, Page 12.
Exhibit B.CAEPLA-PLC.5, Attachment 1, Page 26, Section 6.

Preamble:

CAEPLA-PLC has requested Union separately strip previously disturbed topsoil from virgin topsoil contrary to Union's standard practice of giving the landowner the right to determine how topsoil would be stripped on their property.

Question:

In the Jane Sadler Richards report at page 12 it states that the "*proposal to separately strip and pile topsoil previously disturbed by pipeline construction away from virgin topsoil is reasonable but this action may not be required across the entire pipeline*".

Please explain the rationale for CAEPLA-PLC requesting this practice on all properties rather than those properties where it is requested by the landowner or recommended by the soil specialist.

5. Reference: CAEPLA-PLC Written Evidence Statement, Page 5, Paragraph 12 (l).
CAEPLA-PLC Written Evidence Statement, Attachment 11, Page 16.
Exhibit B.CAEPLA-PLC.5, Attachment 1, Page 27, Section 9.

Preamble:

CAEPLA-PLC has requested that Union pick stones to a diameter of 50 mm (2 inches). This is contrary to Union's standard practice of picking stones consistent with the surrounding area.

Question:

In the Jane Sadler Richards report at page 16, she states that "*both parties agree to pick stones to a size and quantity consistent with the adjacent field*". She also offers her opinion on the size of stones to be picked - "*In the authors opinion, when it comes to minimum size of stone to pick there is not a 'one size fits all' threshold. In this situation (and unlike the situation discussed earlier for depth of cover over the pipe), choosing a minimum diameter size of stone threshold can lead to absurd conditions for crews picking stones in the field, especially when the conditions are inherently gravelly*".

Please explain why CAEPLA-PLC does not accept Jane Sadler Richard's position on stone picking.

6. Reference: CAEPLA-PLC Written Evidence Statement, Page 5, Paragraph 12 (o).

Preamble:

CAEPLA-PLC has requested that Union limit the amount of open trench at any one time to 6 kms.

Question:

- i) Please confirm that in the Strathroy-Lobo LOU, Union agreed to only open 6 kilometers of trench at any one time for a pipeline that was approximately 18 kilometres in length.
- ii) Please explain CAEPLA-PLC's position on why this length should not be increased for a project that is more than twice the length of the Strathroy-Lobo pipeline.

7. Reference: CAEPLA-PLC Written Evidence Statement, Page 6, Paragraph 12 (v).
Exhibit B.CAEPLA-PLC.5, Attachment 1, Page 34, Section 30.

Preamble:

Union's integrity dig agreement was developed to deal with integrity issues. CAEPLA-PLC has recommended that other activities be conducted following the integrity dig agreement. Union's standard practice is to negotiate individual site specific arrangements with landowners to deal with these other activities.

Question:

Please explain CAEPLA-PLC's rationale for not allowing individual landowners to negotiate how maintenance and repair issues are addressed on their property.

8. Reference: CAEPLA-PLC Written Evidence Statement, Page 6, Paragraph 12 (x).

Preamble:

CAEPLA-PLC has requested that all landowner representatives on a joint committee are members of CAEPLA-PLC. The joint committee for the Strathroy-Lobo project included one GAPLO representative and one non-GAPLO representative.

Question:

Please explain CAEPLA-PLC's rationale that it should hold both landowner positions on the joint committee when CAEPLA-PLC represents less than half of the affected properties along the Proposed Project. Would CAEPLA agree to having one member and the other member being offered to a non CAEPLA landowner?

9. Reference: CAEPLA-PLC Written Evidence Statement, Page 7, Paragraph 12 (gg).
Exhibit B.CAEPLA-PLC.5, Attachment 1, Page 34, Section 26.

Preamble:

CAEPLA-PLC has requested changes to Union's standard liability clause in the LOU.

Question:

Please explain why CAEPLA-PLC cannot accept the liability clause that GAPLO agreed to in the Strathroy-Lobo and Hamilton-Milton Pipeline projects.

10. Reference: CAEPLA-PLC Written Evidence Statement, Page 8, Paragraph 16.
Exhibit B.CAEPLA-PLC.5, Attachment 1, Page 2.

Question:

Please confirm that the changes identified in paragraph 16 of CAEPLA-PLC pre-filed evidence were made at the request of Rick Kraayenbrink and documented in Union's response to Exhibit B.CAEPLA-PLC.5, Attachment 1.