

Barry R. Scott, LL.B., ACCI., FCCI.

Jeffrey A. Bell, B.A.(Hons.), B.Ed., LL.B.

E. Glenn Hines, B.Sc., LL.B.

Wayne A. Petrie, B.A., LL.B. (Associated)

Ian S. Wright, B.A., LL.B.

John D. Goudy, B.A.(Hons.), LL.B., B.C.L.

Erin M. Naylor, B.PAPM., LL.B.

A. David Brander, B.A., LL.B. (1953-2011)

Suite 200 - 252 Pall Mall Street

London, Ontario N6A 5P6

Telephone: 519 433-5310

Facsimile: 519 433-7909

Ext 236

e-mail: jgoudy@scottpetrie.com

January 28, 2015

VIA RESS ELECTRONIC FILING

Attention: Kirsten Walli, Board Secretary

Ontario Energy Board

2300 Yonge Street

27th Floor

Toronto, ON M4P 1E4

Dear Madam Secretary:

**RE: Union Gas Ltd. – Dawn Parkway 2016 Expansion Project – OEB File No. EB-2014-0261
GAPLO Responses to Board Staff and Union Gas Ltd. Interrogatories**

We are the lawyers for the Gas Pipeline Landowners of Ontario ("GAPLO") in the above noted proceeding. Please find enclosed GAPLO's responses to the interrogatories issued by Board Staff and by Union Gas Ltd.

Please also note that, contrary to the title used by Union Gas Ltd. in its interrogatory to GAPLO, the written evidence statement submitted by GAPLO is not my statement but that of GAPLO. I am counsel to GAPLO and not a party to this proceeding. I trust that this mischaracterization was inadvertent.

Yours truly,

SCOTT PETRIE LLP
LAW FIRM



John D. Goudy

Encl.

ONTARIO ENERGY BOARD

IN THE MATTER OF the *Ontario Energy Board Act, 1998*, S.O. 1998, c. 15, Schedule B, and in particular, S.36 thereof;

AND IN THE MATTER OF the *Ontario Energy Board Act, 1998*, S.O. 1998, c. 15, Schedule B, and in particular, S.90(1) thereof;

AND IN THE MATTER OF the *Ontario Energy Board Act, 1998*, S.O. 1998, c. 15, Schedule B, and in particular, S.91 thereof;

AND IN THE MATTER OF an Application by Union Gas Limited for an Order or Orders for approval of recovery of the cost consequences of all facilities associated with the development of the proposed Lobo C Compressor/Hamilton-Milton Pipeline project;

AND IN THE MATTER OF an Application by Union Gas Limited for an Order or Orders granting leave to construct natural gas pipelines and ancillary facilities in the City of Hamilton, City of Burlington, and the Town of Milton, and leave to construct a compressor and ancillary facilities in the Municipality of Middlesex Centre.

GAPLO RESPONSES TO INTERROGATORIES

January 28, 2015

BOARD STAFF INTERROGATORIES

1. **References:** GAPLO Intervenor Evidence Statement, pages 11-12 paragraph 34
- Preamble:** GAPLO in the intervenor evidence proposed that the Board impose certain conditions of approval for construction of the Hamilton Milton pipeline: a) that Union offer to all the landowners the same form of easement agreement as approved by the Board in EB-2005-0550 (Strathroy to Lobo project); b) that Union use the same form of Letter of Understanding filed by Union in EB-2006-0550 proceeding (including a provision to employ an independent construction monitor).
- Request:** a) Please summarize any negotiations with Union regarding the matters addressed in the evidence and if there are, in GAPLO's view prospects to reach an agreement between the parties?
- b) Please explain GAPLO's view of prospects for a successful Settlement Conference as part of the EB-2014-0261 proceeding to address the issues and concerns raised in the intervenor's evidence? If so, please provide a draft list of issues that may be on the agenda of the Settlement Conference.

Responses:

- a) GAPLO has had no negotiations with Union Gas Ltd. with respect to current Hamilton to Milton Pipeline project; its negotiations with Union Gas Ltd. regarding the matters addressed in GAPLO's evidence took place in the context of OEB Hearing EB-2005-0550. GAPLO did pose specific interrogatories to Union Gas Ltd. to determine whether Union Gas Ltd. is prepared to address the matters raised in GAPLO's evidence, and Union Gas Limited indicated that it was not prepared to make the changes that it agreed to make previously in the context of EB-2005-0550. Despite Union Gas Ltd.'s response to those interrogatories, GAPLO is interested in working toward an agreement and remains hopeful about the prospects of reaching an agreement that will extend to Hamilton to Milton landowners the same protections that were extended to Strathroy to Lobo landowners.
- b) Similar to its response in part (a), GAPLO's view of the prospects for a successful settlement conference is hopeful. The following is a draft list of issues that GAPLO would want to address in a settlement conference (and at the main hearing, to the extent any issue(s) remained unresolved):
 - a. Whether Union Gas Ltd.'s form of easement agreement for the Hamilton to Milton NPS 48 pipeline should be amended as set out in paragraph 5(a) of GAPLO's written evidence statement;
 - b. Whether Union Gas Ltd.'s form of easement agreement for the Hamilton to Milton NPS 48 pipeline should be amended as set out in paragraph 5(b) of GAPLO's written evidence statement;
 - c. Whether Union Gas Ltd. should use the form of Letter of Understanding filed by Union Gas Ltd. with the Board in EB-2005-0550 for the Hamilton to Milton NPS 48 pipeline, including provision for the appointment of an independent construction monitor for the construction.
 - d. Whether Union Gas Ltd. should be required to complete and file in this proceeding a cumulative effects assessment that includes consideration of adjacent pipelines (including residual soil damage and crop yield loss) and the overall impact of the further expansion of the Hamilton to Milton Corridor, including the effect that multiple pipelines within the corridor will have on future abandonment activities; and,
 - e. Whether Union Gas Ltd. should be required to prepare and file in this proceeding its proposed Standard Operating Practice for depth of cover.

Please note that, with respect to proposed issue 3 related to Union Gas Ltd.'s "Letter of Understanding", GAPLO is not proposing to address the compensation components (framework or amounts) of the document. GAPLO is concerned with the non-compensation components which relate directly to Union

Gas Ltd.'s construction and reclamation practices, including the provision of an independent construction monitor.

UNION GAS LIMITED INTERROGATORIES

1. **References:** Page 9, paragraph 27, which refers to Exhibit B.GAPLO.28
Preamble: "In response to one of GAPLO's interrogatories related to the cumulative effects assessment, Union states that: 'No landowner concerns have been addressed regarding soil damage or crop loss from any previous pipeline construction activities in the Hamilton to Milton pipeline corridor. Considering that the oldest of the three existing pipelines was constructed nearly 60 years ago, Union would expect negligible, if any, residual soil damage or crop loss.'"
Request: As referenced in the GAPLO evidence, please confirm that the correct wording in Union's response to Exhibit B.GAPLO.28 part d) is: "No landowner concerns have been expressed regarding soil damage or crop loss from any previous pipeline construction activities in the Hamilton to Milton pipeline corridor..."
Response: GAPLO confirms that Union Gas Ltd.'s response to GAPLO interrogatory 1.28(d) contained the word "expressed" rather than "addressed". The reproduction of that response in paragraph 27 of GAPLO's written evidence statement with the word "addressed" was a transcription error and should be read as containing the word "expressed". However, the correction does not otherwise affect GAPLO's evidence in connection with the interrogatory response, which is set out beginning in paragraph 28 of its written evidence statement. Contrary to Union Gas Ltd.'s interrogatory response, landowners had previously expressed concerns to Union Gas Ltd. (through its environmental consultant) about soil damage and crop loss from past construction(s).

2. **References:** Attachment 9 - Written evidence of Mr. Rick Kraayenbrink from the Strathroy Lobo Pipeline Project (EB-2005-0550) dated March 31, 2006
Preamble: At pg. 1 of Mr. Kraayenbrink's evidence, he states that he owns and farms the properties described as "Part of Lot 26, Concession 2 and Part of Lot 26 and Part of the road allowance between Concessions 1 & 2, Registered Plan No. 24, Moore Township, Lambton County, designated as Parts 1-10, Plan 25R1585 in the Land Registry Office for the Registry Division of Lambton (No. 25)". With respect to this property, Mr. Kraayenbrink makes the claim in this same evidence that: "From the perspective of potential liability and safety, I am concerned that no landowner would want to buy this property." He further states ... "the development potential of this land is diminished."

Request: Please provide the ownership status of this property and confirm whether or not Mr. Kraayenbrink still owns this property.

Response: Mr. Kraayenbrink no longer owns the property referenced in the interrogatory. Information from the Land Registry Office for the Land Titles Division of Lambton indicates that the property continues to be owned privately.