

February 25, 2015

BY RESS and COURIER

Ms. Kirsten Walli
Board Secretary
Ontario Energy Board
Suite 2700, 2300 Yonge Street
Toronto, Ontario
M4P 1E4

Dear Ms. Walli:

**Re: Union Gas Limited (“Union”)
Panhandle 2015 Replacement Project
Board File # EB-2015-0041**

Enclosed please find two copies of Union’s Application and pre-filed evidence for the above-noted project.

Please note, the Environmental Report prepared for the Project is not included in the electronic filing. Rather, a CD containing the Environmental Report will be sent by courier to the Board. The Environmental Report will also be available on Union’s website at: www.uniongas.com.

In the event that you have any questions on the above or would like to discuss in more detail, please do not hesitate to contact me at 519-436-4601.

Sincerely,

[original signed by]

Mark A. Murray, J.D.
Manager, Regulatory Projects and Lands Acquisition
:sb
Encl.

cc: Pascale Duguay, Manager Facilities Applications
Zora Crnojacki, Project Advisor

ONTARIO ENERGY BOARD

IN THE MATTER OF The Ontario Energy Board Act,
1998, S.O. 1998, c.15, Schedule B, and in particular, s.90
thereof;

AND IN THE MATTER OF an Application by Union Gas
Limited for an Order granting leave to construct a natural
gas pipeline and ancillary facilities in the Town of
Lakeshore, County of Essex.

UNION GAS LIMITED

1. Union Gas Limited (the “Applicant”) hereby applies to the Ontario Energy Board (the “OEB”), pursuant to Section 90 (1) of the Ontario Energy Board Act (the “Act”), for an Order granting leave to construct approximately 2.7 kilometers of NPS20 and 0.5 kilometers of NPS16 hydrocarbon (natural gas) pipeline (“Proposed Pipeline”), in the Town of Lakeshore, County of Essex the (“Project”).
2. Attached hereto as Schedule “A” is a map showing the general location of the Proposed Pipeline and the Municipalities, highways, railways, utility lines and navigable waters through, under, over, upon or across which the Proposed Pipeline will pass.
3. The construction of the Proposed Pipeline will allow the Applicant to replace and upsize a section of the Panhandle NPS16 Line to address class location changes and future growth requirements. The Proposed Pipeline will run from west of Patillo Road to West Puce Road. This Project is a continuation of the Union 2014 Panhandle Replacement Project (EB-2013-0420).
4. The Applicant requests that this Application be dealt with in accordance with Section 34 of the Board’s Rules of Practice and Procedure for written hearings.

The Applicant now therefore applies to the OEB for an Order granting leave to construct the proposed pipeline as described above.

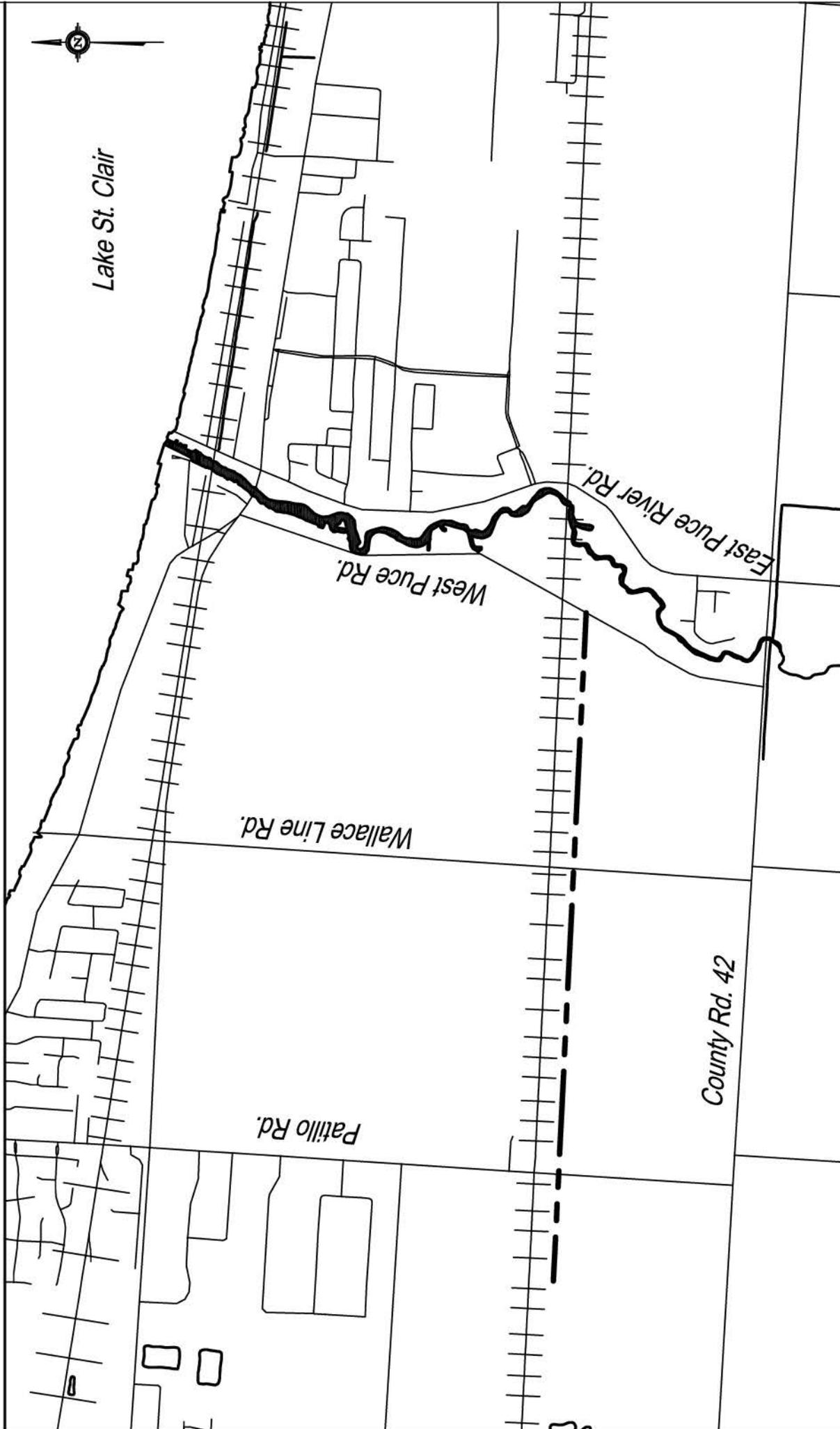
Dated at Municipality of Chatham-Kent this 24th day of February, 2015

Per: Mark Murray
Manager, Regulatory Projects & Lands Acquisition
for Union Gas Limited

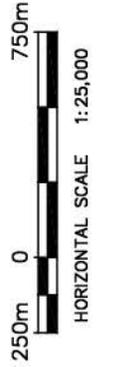
Comments respecting this Application should be directed to:

Mark Murray
Manager, Regulatory Projects & Lands Acquisition
Union Gas Limited
50 Keil Drive North
Chatham, Ontario
N7M 5M1
Telephone: 519-436-4601
Fax: 519-436-4641
Email: mmurray@spectraenergy.com

Union Gas Limited Proposed NPS 16 Panhandle Replacement Route



LEGEND:



----- 2015 NPS16 Panhandle Replacement

PANHANDLE 2015 REPLACEMENT PIPELINE PROJECT

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1 **Project Summary**

2 Union Gas Limited ("Union"), pursuant to Section 90.(1) of the Ontario Energy Board Act, requests
3 approval from the Ontario Energy Board ("OEB") for leave to construct approximately 2.7
4 kilometers ("km") of NPS20 and 0.5 kilometers of NPS16 hydrocarbon (natural gas) pipeline
5 ("Proposed Pipeline").

6
7 Union is proposing to replace and upsize a section of the Panhandle NPS16 Line located in the
8 Town of Lakeshore, County of Essex to address class location changes and future growth
9 requirements. The pipeline will run from west of Patillo Road to West Puce Road, (the "Project").
10 This Project is a continuation of the Union 2014 Panhandle Replacement Project (EB-2013-0420).
11 The location of the Proposed Pipeline is shown on Schedule 1.

12
13 The Panhandle NPS16 Line commences at the Ojibway Measurement Station ("Ojibway") in the
14 City of Windsor and terminates at the Dawn Compressor Station ("Dawn") in the Township of
15 Dawn-Euphemia (the "Panhandle Line"). The Panhandle Line was predominantly constructed in
16 1951.

17
18 Union completes property and population reviews of its pipelines for class location compliance.
19 This review had identified several locations along the Panhandle Line that need to be replaced to
20 meet the current code requirements.

21

1 As part of the replacement, Union is proposing to increase the size of 2.7 kilometers of the
2 Panhandle Line from the current NPS16 diameter pipeline to an NPS20 diameter pipeline. The
3 increase in pipeline size will provide additional capacity for future growth on the Panhandle
4 Transmission System. Union anticipates this incremental capacity will serve future demands in
5 Windsor and Essex County.

6
7 The pipeline will only be upsized from the Patillo Road station to West Puce Road. From the
8 Patillo road station west the pipeline will be replaced size for size. This will allow Union to
9 construct launcher/ receiver facilities in Union's existing Patillo Road station and not require
10 additional above ground facilities at a second launcher/receiver facility.

11
12 The cost of the Project is approximately \$9.7 M.

13
14 Union has discussed the Project with the directly affected landowners along the route of the
15 Proposed Pipeline. Union currently has all the necessary permanent private land rights in place.
16 Union is working with The Hydro-Electric Power Commission of Ontario and Hydro One Networks
17 Inc. ("Hydro One") to finalize the necessary land rights.

18
19 Union has completed an Environmental Report ("ER") for the Project. The report did not identify
20 any long term significant environmental impacts as a result of the Project.

21

1 Union is proposing to replace this pipeline during the 2015 summer and fall construction season. In
2 order to accommodate this, Union respectfully requests Ontario Energy Board approval by June 30,
3 2015.

4
5 As part of the 2015 construction program Union will also be replacing approximately 1950 meters
6 of the NPS16 Panhandle pipeline between Golfview Drive and 375m east of East Ruscom River
7 Road as well as approximately 645 meters between East Puce Road and West Puce Road. These
8 sections of pipeline were approved as part of the EB-2013-0420 proceeding.

9

10 **Description of Existing Panhandle Transmission System**

11
12 The Panhandle Transmission System is composed of two pipelines; an NPS20 pipeline and an
13 NPS16 pipeline as shown in Schedule 2. The Panhandle Transmission System commences at
14 Ojibway and ends at Dawn. The Panhandle NPS16 Line connects to the Panhandle Eastern Pipeline
15 system in the Detroit River. Union ships gas from Ojibway to Dawn on the Panhandle
16 Transmission system.

17

18 The Panhandle NPS16 Line has a Maximum Operating Pressure (“MOP”) of 6040 kPag from Dawn
19 to the Dover Transmission Station (“Dover”). Between Dover and Grand Marais Transmission
20 Station (“Grand Marais”) the MOP is 4140 kPag. Between Grand Marais and Ojibway the MOP is
21 3450 kPag.

22

1 The Panhandle NPS20 Line commences at Dawn and terminates at the connection to the Panhandle
2 Line in the City of Windsor just west of Grand Marais Boulevard. The Panhandle NPS20 Line has
3 a MOP of 6040 kPag between Dawn and the Sandwich Transmission Station (“Sandwich”). The
4 MOP of the Panhandle NPS20 Line between Sandwich and the Panhandle NPS16 junction west of
5 Grand Marais Boulevard is 3450 kPag.

6
7 The Panhandle Transmission system feeds markets in the Municipality of Chatham–Kent and Essex
8 County including, Chatham, Windsor and the Leamington/Kingsville greenhouse market.

9

10 **Rationale for Project**

11 Since 1951, development and population density along sections of the Panhandle NPS16 have
12 increased which has led to increases in class location designations. The Proposed Pipeline needs to
13 be upgraded for the increased class location designation.

14

15 The pipe design depends on which class location it is located within. To determine class location,
16 CSA Z662-11 uses a classification system that takes into account land use and population density.

17 The designations are as follows:

- 18 a. Class 1 areas consist of 10 or fewer dwellings;
- 19 b. Class 2 areas consist of 11 to 45 dwellings, or a building occupied by 20 or more
20 persons during normal use such as playgrounds, recreational areas, or other places of
21 public assembly as well as industrial installations;

- 1 c. Class 3 areas consist of 46 or more dwellings.
- 2 d. Class 4 contains a prevalence of buildings intended for human occupancy with 4 or
- 3 more stories above ground.

4

5 The class location boundaries are determined by a sliding boundary 1.6 km long by 400 metre wide

6 centered over the pipeline. This method covers existing development. This is supplemented with

7 information for future development through discussions with landowners, and municipalities. The

8 pipeline may be designed for a class location to accommodate future development.

9

10 Since this initial construction development and population density have changed along the Proposed

11 Pipeline such that the pipeline no longer meets the code requirements. The Proposed Pipeline will

12 be constructed in compliance with the requirements of CSA Z662-11 Standard in accordance with

13 the Code Adoption document under Ontario Regulations. The Proposed Pipeline will be designed

14 to meet Class 3 requirements.

15

16 The Project was deemed the most effective action to ensure long term compliance with class

17 location issues. Also, upsizing of the pipe diameter provides additional capacity for future growth

18 on the Panhandle Transmission System.

19

20 **Proposed Facilities**

21

1 Union is proposing to construct approximately 2700 meters of NPS20 pipeline from West Puce
2 Road to Patillo Road. Union is also proposing to construct approximately 550 meters of NPS16
3 pipeline west from Patillo Road.

4
5 Union is proposing to install launcher/receiver facilities at the Patillo Road station. The
6 launcher/receiver is required to accommodate the future use of pipeline integrity tools.

7
8 A map showing the pipeline can be found at Schedule 1.

9
10 **Alternatives**

11 To address the class location issues with the Panhandle Line, Union considered two other
12 alternatives:

- 13 (a) Size for size replacement of the Panhandle Line; and
- 14 (b) Replacement of individual sections of the pipeline identified as not meeting class
15 location requirements.

16
17 Option (a) was not selected as it would not serve the forecasted growth in the City of Windsor and
18 County of Essex. Option (b) was eliminated as a result of inefficiencies related to the significant
19 number of individual replacements required to meet all existing and future class location
20 requirements due to development.

21

1 Based upon this analysis, Union decided the Project is the preferred method to address these
2 concerns.

3

4 **Project Costs and Economics**

5 The estimated Project costs for the project are approximately \$9.7 M. A detailed breakdown of
6 these costs can be found at Schedule 3.

7

8 A Discounted Cash Flow report has not been completed for this Project as the Project is
9 underpinned by the class location requirements and there are no new contracts associated with this
10 Project.

11

12 **Design and Construction**

13
14 The existing pipeline will be removed and a new pipeline installed either in the existing easement or
15 in a newly acquired easement in close proximity to the existing running line.

16

17 The design and pipe specifications are outlined in Schedule 4. All the design specifications are in
18 accordance with the *Ontario Regulations 210/01* under the *Technical Standards and Safety Act*
19 *2000, Oil and Gas Pipeline Systems*. This is the regulation governing the installation of pipelines in
20 the Province of Ontario.

21

1 The Proposed NPS20 Pipeline has an outside diameter of 508 mm and will have a wall thickness of
2 6.4 mm or 7.6 mm. The Proposed NPS16 Pipeline has an outside diameter of 406.4 mm and will
3 have a wall thickness of 7.1 mm.

4
5 This pipe will be manufactured to the CSA Z245.1-07 Steel Line Pipe Standard for Pipeline
6 Systems and Materials. The pipe is to be manufactured using the electric resistance weld process
7 and will have minimum specified minimum yield strength of 483 MPa for the NPS20 and 359 MPa
8 for the NPS16. This pipeline will have a design maximum operating pressure of 6040 kPag.

9
10 The Proposed Pipeline will be hydrostatically tested in accordance with the Ontario Regulation
11 requirements.

12
13 The minimum depth of cover will be in accordance with Clause 4.11 of the CSA Code
14 Z662-11. Additional depth greater than the planned depth of 1.2 meters, will be provided to
15 accommodate existing or planned facilities.

16
17 Material is readily available for this Project.

18
19 Schedule 5 indicates the proposed construction schedule which is scheduled to commence in July
20 2015 and be completed by the beginning of November 2015.

1
2 At all road crossings and all water course crossings the existing pipeline will be abandoned in place
3 and a new land right obtained. Pipelines that are abandoned in place will be filled with grout. The
4 TSSA abandonment guidelines will be followed for any pipelines that are abandoned in place. The
5 TSSA abandonment guidelines can be found at Schedule 6.

6
7 Schedule 7 describes the general techniques and methods of construction that will be employed in
8 the construction of the Proposed Pipeline. This schedule details the following activities; locating,
9 clearing and grading, removal of existing pipe, stringing of new pipe, trenching, welding, burying,
10 tie-ins, cleaning and testing and restoration. Union's construction procedures have been continually
11 updated and refined in order to be responsive to landowner concerns and mitigate potential
12 environmental effects related to pipeline construction.

13
14 **Landowners**

15
16 To construct the Proposed Pipeline, Union plans to utilize its existing easement and associated land
17 rights under Union's Franchise Agreement with the Town of Lakeshore, as well as acquiring new
18 permanent easement rights.

19
20 Union will also require temporary land rights for the construction of the Proposed Pipeline.

21

1 For any pipeline that is to be abandoned in place, Union will maintain its existing land rights.

2
3 Union will require crossing permits or agreements with Municipalities, Conservation Authority,
4 railways and other utilities along the pipeline route.

5
6 Union has discussed the Project with the directly affected landowners along the route of the
7 pipeline. Union currently has all the necessary permanent private land rights in place. Union is
8 working with Hydro One to finalize the necessary land rights.

9
10 Schedule 8 is a map that shows the running line of the Proposed Pipeline and the land rights
11 required for the Proposed Pipeline.

12
13 Schedule 9 lists the permanent and temporary land use rights required to construct the Proposed
14 Pipeline. Approximately 1.52 hectares of permanent easement and 13.32 hectares of temporary
15 land use are required along the Proposed Pipeline route.

16
17 Union's form of easement is attached as Schedule 10 this form has been offered to all new
18 landowners where permanent easements are required. This easement covers the installation,
19 operation and maintenance of one pipeline. The main restrictions imposed upon the individual
20 landowner by having this easement is that the landowner cannot erect buildings or privacy fencing
21 in the easement. In addition, the landowner cannot excavate on the easement or install structures

1 which would impede access to Union's pipeline. The landowner can, however, install service pipe
2 or utility lines or develop the easement into a laneway or driveway entrance upon prior written
3 approval by Union.

4
5 Temporary land use agreements are usually required for a period of two years. This allows Union
6 the opportunity to return in the year following construction to perform further clean-up and
7 remediation work as may be required.

8
9 At the conclusion of construction, Union will seek a full and final release from each of the directly
10 affected landowners. This full and final release will include compensation for any damages caused
11 or attributed to the pipeline construction.

12
13 Union has implemented a comprehensive program to provide landowners, tenants, and other
14 interested persons with information regarding the Proposed Pipeline. Project information was
15 distributed through correspondence and meetings with the public.

16
17 For over a decade Union has had in place a comprehensive Landowner Relations program which
18 has proven successful on other projects. The key elements of this program are a Complaint
19 Tracking System, and the assignment on a full-time basis of a Landowner Relations Agent to
20 projects such as these to ensure that commitments made to landowners are fulfilled, to address
21 questions and concerns of the landowners, and to act as a liaison between landowners and the

1 contractor and company engineering personnel. Union's Complaint Resolution System will be used
2 in this project to record, monitor, and ensure follow-up on any complaint or issue received by Union
3 related to the construction. This process assists in resolving complaints and tracking the fulfillment
4 of commitments. A process chart and explanatory notes that describe the Complaint Resolution
5 System are found in Schedule 11. In addition to the Landowner Relations Agent's duties during
6 construction, the individual assigned to this position will conduct pre-construction and post-
7 construction interviews to capture any concerns (so that they can be resolved, if at all possible) and
8 document specific landowner concerns and comments (so that they can be considered in the
9 planning of future projects).

10
11 After construction, negotiations with landowners will continue, where necessary, to settle any
12 damages that were not foreseen or compensated for, prior to construction.

13 **Environmental**

14 Union retained the services of Azimuth Environmental to review the proposed route of the pipeline.
15 The ER can be found at Schedule 12.

16
17 Due to the short distance of the Proposed Pipeline and the fact that the new pipeline will be installed
18 in generally the same location as the existing pipeline, a full route selection was not completed.

19
20 Union has met with municipal officials of the Town of Lakeshore to discuss the pipeline route. The
21 Town of Lakeshore did not identify any concerns with Union's chosen route.

1
2 An information session to give the general public an opportunity to review the project and provide
3 comments on the Project was held on July 23, 2014 at the Puce Sports and Leisure Centre in Puce,
4 Ontario. No members of the general public attended the session.

5
6 The ER identified possible Species at Risk habitat along the route and Union has worked with the
7 Ministry of Natural Resources to develop mitigation practices that will ensure there will be no long
8 term environmental impacts. These practices were used during the 2014 Panhandle Project (EB-
9 2013-4020) and found to be successful.

10
11 The ER was submitted to the Ontario Pipeline Coordinating Committee (“OPCC”) on February 24,
12 2015. Copies were also submitted to local municipalities, government agencies, First Nations and
13 Métis Nation. Summaries of the report were provided to all directly affected landowners and copies
14 were also submitted to anyone who requested a copy. A summary of the comments and Union’s
15 response will be provided in Schedule 13 as they are received.

16
17 Union will implement a program dealing with environmental inspection. This program will ensure
18 that the recommendations in the ER are followed. An inspector trained in environmental issues will
19 monitor construction activities and ensure that all activities comply with the mitigation measures
20 found in the ER.

21

1 The total estimated environmental mitigation costs associated with the construction of the proposed
2 facilities are \$225,000. A breakdown of these costs can be found at Schedule 14. The
3 environmental costs are included in the Project costs.

4
5 Union has discussed the Project with the Essex Region Conservation Authority and the Ministry of
6 Natural Resources and will continue to work with them throughout the Project to secure any
7 necessary permits. Union expects to obtain the necessary permits and authorizations prior to
8 construction.

9
10 With respect to watercourses, Union will adhere to the agreement with the Department of Fisheries
11 and Oceans – Ontario Great Lakes Area (DFO- OGLA/UGL AGREEMENT 2008). Under this
12 agreement Union conducts watercourse crossings using the Union Gas /DFO endorsed Generic
13 Sediment Control Plans which outline a specific set of conditions and mitigation measures. There
14 are three watercourses associated with the Project that will be crossed using the directional drill or
15 dam and pump method. The necessary permits will be obtained from the Essex Region
16 Conservation Authority.

17
18 **First Nation and Métis Nation**

19 Union has a long standing practice of consulting with First Nations and Métis Nation, and has
20 programs in place whereby Union works with them to ensure they are aware of Union's projects
21 and have the opportunity to participate in both the planning and construction phases of the project.

1

2

Union has an extensive data base and knowledge of First Nations and Métis Nation organizations in Ontario and consults with the Tribal organizations and the data bases of the Ontario Ministry of Aboriginal Affairs, Federal Department of Aboriginal Affairs and Northern Development Canada to ensure consultation is carried out with the most appropriate groups.

6

7

Union has signed a General Relationship Agreement with the Métis Nation of Ontario which describes Union's commitments to the Métis Nation when planning and constructing pipeline projects.

10

11 The following First Nations and Métis Nation were notified by letter regarding the Project:

| Title | First Name | Last Name | Agency | Address | City | Prov | Postal |
|-------|-------------|------------|-------------------------------------|------------------------------------|---------------------------------|------|---------|
| Chief | Christopher | Plain | Aamjiwnaang First Nation | 978 Tashmoo Ave | Sarnia | ON | N7T 7H5 |
| Ms. | Sharilyn | Johnston | Aamjiwnaang First Nation | 978 Tashmoo Ave | Sarnia | ON | N7T 7H5 |
| Chief | Thomas | Bressette | Chippewas of Kettle and Stony Point | 6247 Indian Lane, RR#2 | Forest (Kettle & Stony Point FN | ON | N0N 1J0 |
| Mr. | Mark | Bowler | Métis Nation of Ontario | 500 Old St. Patrick Street, Unit 3 | Ottawa | ON | K1N 9G4 |
| Chief | Burton | Kewayosh | Walpole Island First Nation | 117 Tahgahoning Road | Wallaceburg | ON | N8A 4K9 |
| Mr. | Dean | Jacobs | Walpole Island First Nation | R.R.#3 | Wallaceburg | ON | N8A 4K9 |
| Chief | Louise | Hillier | Caldwell First Nation | 14 Orange Street, P.O. Box 388 | Leamington | ON | N8H 3W3 |
| Chief | Joe | Miskokomon | Chippewas of the Thames | 320 Chippewas Road, RR#1 | Muncey | ON | N0L 1Y0 |
| Chief | Greg | Peters | Moravian of the Thames | 14760 Schoolhouse Road, RR 3 | Thamesville | ON | N0P 2K0 |
| Chief | Roger | Thomas | Munsee-Delaware Nation | 289 Jubilee Rd, RR 1 | Muncey | ON | N0L 1Y0 |
| Chief | Joel | Abram | Oneida Nation of the Thames | 2212 Elm Ave. | Southwold | ON | N0L 2G0 |

12

1 On July 7 2014, Union sent a notification letter to the First Nations and the Métis Nation regarding
2 the start of the Environmental study including the Information session to be held on July 23, 2014.

3 Based on the location and scope of this project, Union does not expect specific First Nations or
4 Métis Nation concerns will be raised.

5
6 Copies of the correspondence that were sent to the First Nations and Métis Nation can be found in
7 Schedule 15.

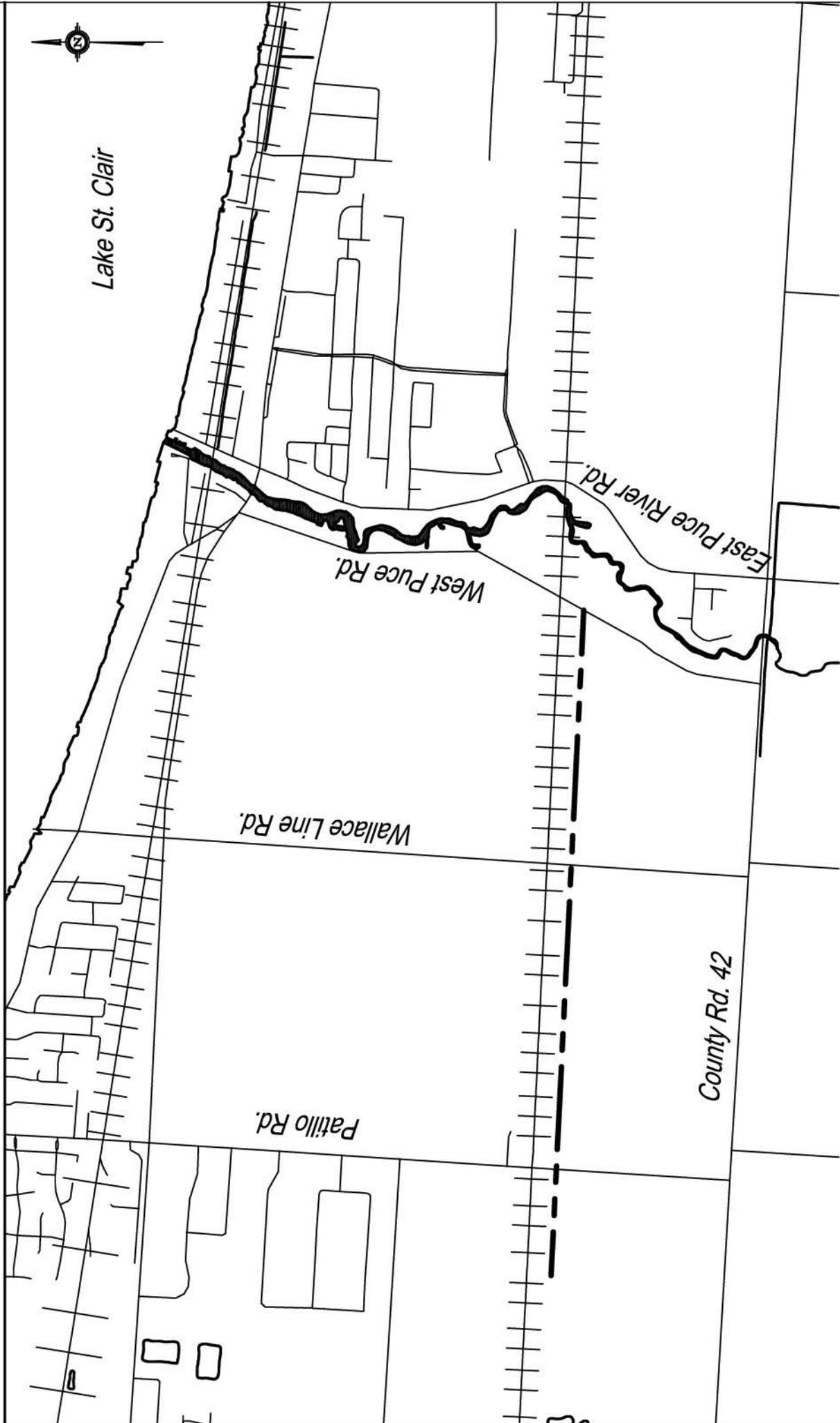
8
9 During construction, Union has inspectors in the field who are available to First Nations and Métis
10 Nation as a primary contact to discuss and review any issues that may arise during construction.

11
12 When Union completes the necessary archaeological assessments for the Project, Union will consult
13 with and provide the result of the surveys to any First Nations or Métis Nation upon their request.

Union Gas Limited Proposed NPS 16 Panhandle Replacement Route



Lake St. Clair

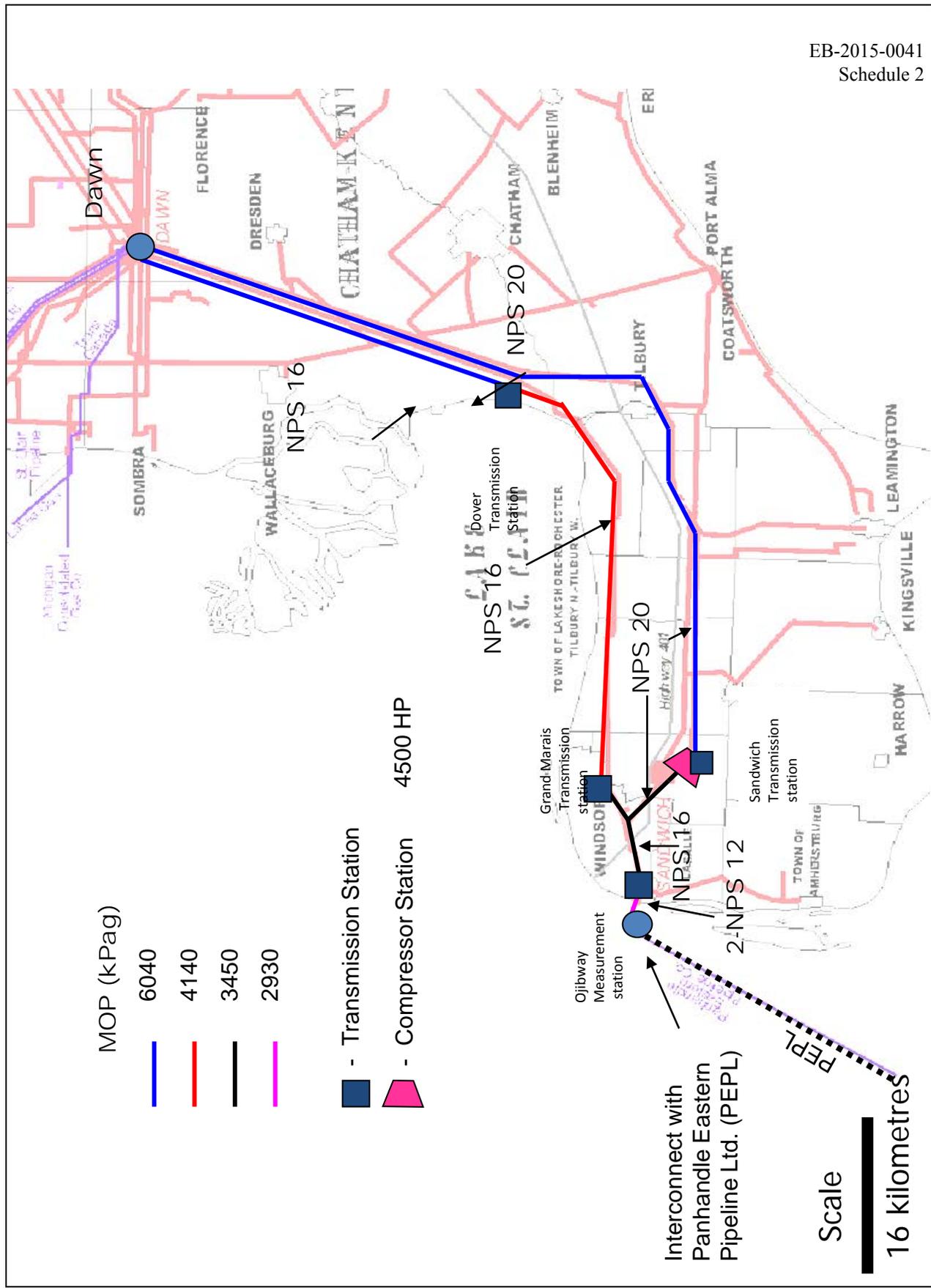


LEGEND:



2015 NPS16 Panhandle Replacement





TOTAL ESTIMATED PIPELINE COSTS

NPS 20 Panhandle from West Puce Rd to Patillo Stn
NPS 16 Panhandle from Patillo Stn for 597m west

| | | |
|---|-------------|--------------------|
| Materials | \$995,000 | |
| Construction and Labour | \$7,558,000 | |
| Contingencies | \$1,104,000 | |
| Interest During Construction | \$80,000 | |
| | | <hr/> |
| Total Estimated Pipeline Capital Costs – 2015 Construction | | \$9,737,000 |
| | | <hr/> <hr/> |

Panhandle Replacement Project

DESIGN AND PIPE SPECIFICATIONS

Design Specifications: NPS 20/NPS-16

| | | |
|----------------------------------|---|------------------------|
| Class Location (existing) | - | Class 1, 2 and Class 3 |
| Design Class Location | - | Class 3 |
| Design Factor | - | 0.8 |
| Location Factor (General) | - | 0.700 |
| Location Factor (Roads/Railways) | - | 0.625 |
| Maximum Design Pressure | - | 6040 kPa |
| Maximum Operating Pressure | - | 6040 kPa |
| Test Medium | - | Water |
| Test Pressure | - | 9060 kPa |
| Valves/Fittings | - | PN 100 |
| Minimum Depth of Cover | - | 1.2 m |

Pipe Specifications:

| | | |
|------------------|---|----------------------------------|
| Size | - | NPS-20 |
| Outside Diameter | - | 508 mm |
| Wall Thickness | - | 6.4 mm |
| Grade | - | 483 MPa |
| Type | - | Electric Resistance Weld or DSAW |
| Description | - | C.S.A. Standard Z245.1-07 |
| Category | - | Cat. II, M5C |
| Coating | - | Fusion Bond Epoxy |
| % SMYS | - | 49.68% |
| Size | - | NPS-16 |
| Outside Diameter | - | 406 mm |
| Wall Thickness | - | 7.1 mm |
| Grade | - | 359 MPa |
| Type | - | Electric Resistance Weld or DSAW |
| Description | - | C.S.A. Standard Z245.1-07 |
| Category | - | Cat. I, M5C |
| Coating | - | Yellow Jacket |
| % SMYS | - | 48.2% |



PIPELINE ABANDONMENT CHECKLIST

PLANNING

1. Has subsidence been considered for pipelines having a diameter greater than 323.9 mm (12 inches)?
2. Has the pipeline company notified the landowners and proper authorities (municipalities, MOE, MTO, MNR, etc.) of the abandonment?
3. Have abandonment procedures for crossings been agreed upon by utilities (road, railway, pipelines, etc.) and authorities responsible for rivers and streams crossed by the pipeline?
4. Has consideration been given to the effect of drainage in the area surrounding the abandoned pipeline, which may act as a conduit for ground water after the pipe is perforated by corrosion?
5. Has consideration been given to the removal of all the aboveground facilities?
6. Has consideration been given to any hazards posed to people, equipment, wildlife or livestock by any apparatus left in place above or underground?

IMPLEMENTATION

1. Has the abandoned pipeline been physically isolated from the live pipeline?
2. Has the pipeline been drained of all fluids and adequately cleaned to prevent ground water contamination from hydrocarbon residue on the pipe wall after the pipe is perforated by corrosion?
3. Have all aboveground facilities been removed and has consideration been given to removing underground facilities such as anode beds and tanks?

LIABILITY/RISK MANAGEMENT

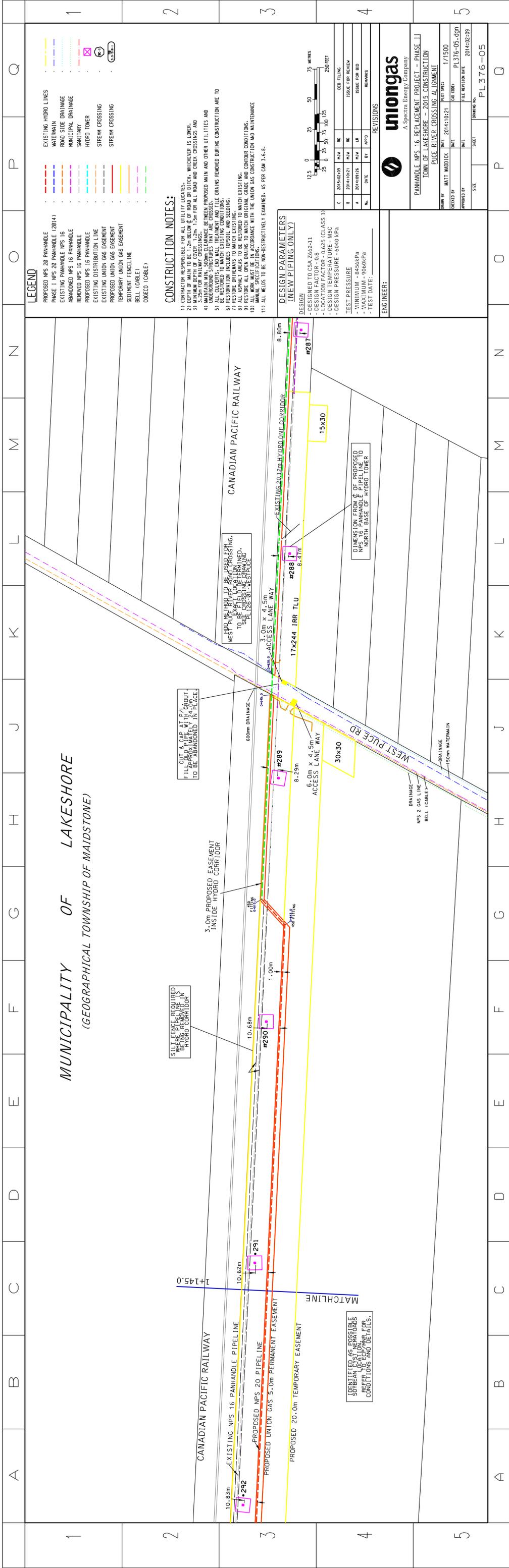
1. Does the pipeline company have a contingency plan to remedy any contamination caused by the abandoned pipeline?
2. Has consideration been given to conducting post-abandonment surveillance programs?
3. Has consideration been given to maintaining signage after the pipeline is abandoned?
4. Has consideration been given to providing a locate service after the pipeline is abandoned?

GENERAL TECHNIQUES AND METHODS OF CONSTRUCTION

1. Pipeline construction is divided into several crews that create a mobile assembly line. Each crew performs a different function, with a finished product left behind when the last crew has completed its work.
2. Union Gas will provide its own inspection staff to ensure the contractor meets its contractual obligations.
3. Where possible, trees are cleared in the winter before construction to avoid avian nesting concerns. If the land cannot be accessed in the winter due to incomplete easement negotiations or other reason, an ornithologist will inspect the site and direct any avian mitigation needed. Logs are stacked at the side of the easement for landowner use, if requested.
4. The contractor's clearing crew braces and cuts all fences crossing the easement and installs any required temporary gates. This crew clears small brush and crops on the easement and temporary working areas.
5. The grading crew constructs approaches through road, and railway ditches to allow equipment onto the working side of the easement. This crew also builds roads through wet areas to allow heavy equipment operation. The grading crew strips a certain width of topsoil with bulldozers and graders so that it will not be mixed with the subsoil later removed from the trench. In hilly terrain, the grade is leveled to provide a stable working surface.
6. The contractor erects safety barricades around excavations adjacent to roads. Flagmen and signs are used for traffic control. The easement is fenced nightly at all access points.
7. The existing trench is excavated exposing the existing pipeline. The spoil material is placed onto the easement, separate from the topsoil. The existing NPS 16 pipeline is removed from the trench, cut into sections and trucked off site. The trench is then backfilled.

8. The existing pipe within road allowance and in environmentally sensitive areas can be abandoned in place. The abandoned sections are capped and filled with grout, a low density concrete.
9. The stringing crew then lays pipe on wooden skids on the working side of the easement adjacent to the proposed trench area. Wherever possible, the stringing trucks hauling the pipe travel down the centre of the proposed trench to minimize soil compaction effects.
10. The contractor, by use of a trenching machine or hoe excavator, will excavate a trench approximately 1.1 metre in width for the pipeline, depending on ground conditions at the time. Accesses across the easement including laneways are left unexcavated where requested by the landowner. All tile cut during trench excavation is flagged at the trench and easement limits to signify to the tile repair crew that a repair is required. All utilities that will be crossed or paralleled closely by the pipeline will be located prior to trenching.
11. Bedrock will be removed by mechanical methods such as excavators using a rock bucket or a “hoe ram”.
12. Concurrent to trenching, the contractor will have separate crews to install the pipe at road, railway and large watercourse crossings. This operation will be accomplished by either Jack and Bore (auger) or Horizontal Directional Drill (HDD). These are trenchless technology techniques that do not disrupt the surface features at the crossing site.
13. Next, the pipe between roads, accesses, laneways, and streams is welded into one continuous length. All welds are ultrasonically and/or radiographically inspected and then coated and lowered into the trench. After sections of pipe are lowered into the trench, subsoil is backfilled by a drag line, bulldozer or backhoe. If the excavated material contains too much rock for direct backfilling, it may be sifted to separate the fine parts from the rock. If such separation is not possible due to the consistency of the material or if a large quantity of rock remains, the unsuitable materials will be hauled away and sand brought in for backfilling.
14. The tie-in crew is responsible for the installation of pipe across accesses and laneways to minimize the length of time that these accesses are out of service to the landowner. The tie-in crew is also responsible for the pipeline installation at most river and stream crossings.

15. The pipe is filled with water and hydrostatically tested to prove its integrity. After the test water is removed and the line dried, an electronic sizing tool is run through the pipeline to check for ovality and dents. Cathodic protection is applied to the completed pipeline.
16. After the trench is backfilled, any cut cross-easement tile is repaired. Union undertakes that it is responsible for the tile repair resulting from construction and will stand good for the tile repairs at any further date after construction of the pipeline. Union retains the services of a tile consultant to determine if it is better to repair individual tiles crossing the easement or install a header system. .
17. The clean-up crew is the last crew on the property. On farmland, it prepares the subsoil on the stripped portion of the easement by subsoiling or deep chisel ploughing to break up compaction and picking all stones down to 100 millimetres in diameter. The trench line is crowned with enough subsoil to allow for trench settlement. Excess subsoil is removed to an acceptable location on the landowner's property or hauled to a disposal site. Topsoil is then replaced using a drag line or backhoe and small bulldozers to minimize compaction. The working side of the easement is then chisel ploughed and stone picked. The clean-up crew will also repair fences, pick up debris, replace sod in landscaped areas and reseed sensitive areas such as woodlots, ditch banks and stream crossings.
18. When the clean-up is completed, the landowner is asked by a Company representative to sign a clean-up acknowledgement form if satisfied with the clean-up. This form, when signed, allows release of payment for the clean-up to the contractor. This form in no way releases the Company from its obligation for tile repairs, compensation for damages and/or further clean-up as required due to erosion or subsidence directly related to pipeline construction.



| File # | NAME & ADDRESS | PROPERTY DESCRIPTION | PERMANENT EASEMENT Dimensions (Metres) Area Length x Width Hectares | TEMPORARY EASEMENT Dimensions (Metres) Area Length x Width Hectares | LIEN/LEASE &/OR ENCUMBRANCES | REMARKS |
|----------------------|----------------|---|---|---|---|--|
| P2-1 | | PIN 75007-0369 PART LOTS C & D CON LAKESHORE RANGE BETWEEN PIKE CREEK & PUCE RIVER MAIDSTONE AS IN MB20298, MB9623, MB9846; SUBJECT TO EASEMENT AS IN R1056520, R265343, R852176 EXCEPT PARTS 7, 8, 13, 14, 15 & 16 PL 12R23878 TOWN OF LAKESHORE | 28 x 3 0.01 | 270 x 20.12 0.52 379 x 20.12 0.74 | | |
| P2-2 | | PIN 75007-0151 PT LT 8 CON EAST OF RIVER PECHE MAIDSTONE PTS 1 TO 4 12R16928; S/T R287914; LAKESHORE | 517 x 10 0.51 | 567 x 10 0.34 30 x 20 0.06 | (t) CE195720 | 647-869-7746 |
| Patillo Road | | | | | | |
| P2-3 | | PIN 75007-0369 PART LOTS C & D CON LAKESHORE RANGE BETWEEN PIKE CREEK & PUCE RIVER MAIDSTONE AS IN MB20298, MB9623, MB9846; SUBJECT TO EASEMENT AS IN R1056520, R265343, R852176 EXCEPT PARTS 7, 8, 13, 14, 15 & 16 PL 12R23878 TOWN OF LAKESHORE | 1423 x 3 0.43 | 1431 x 35.06 4.55 20 x 11 0.022 | | |
| F10-010 P2-4 | | PIN 75007-0349 PART LOT C CON BTN PIKE CREEK AND PUCE RIVER MAIDSTONE DESIGNATED AS PART 1 PL 12R1966 SAVE & EXCEPT PART 6 PL 12R23878; LAKESHORE | | | | |
| P2-5 | | PIN 75007-0351 PART LOT C CON LAKESHORE RANGE BETWEEN PIKE CREEK & PUCE RIVER MAIDSTONE AS IN R1520925; LAKESHORE SAVE & EXCEPT PART 1 12R1966. PART 5 12R23878 | | 58 x 8 0.046 60 x 69 0.41 601 x 10 0.60 | (t) R1520925 | 519-727-5327 |
| P2-6 | | PIN 75007-0033 PT LT D CON BTN RIVER PUCE & RIVER PECHE MAIDSTONE AS IN R851999; LAKESHORE | | 724 x 10 0.72 30 x 20 0.06 | (m) Maidstone Farming Limited RR2, Maidstone ON N0R 1K0 CE77956 (l) Ontario Hydro 700 University Ave, Toronto ON M5G 1X6 R791533 (m) Woodslee Credit Union Limited 154 Talbot Street North, Essex ON N8M 2C7 R1341785 | 443 WALLACE LINE RD Phone: (416) 633-9670 Fax: (416) 633-4959 Email: info@cocogroup.com |
| Wallace Line Road | | | | | | |
| P2-7 | | PIN: 75006-0048 (R) PT LT 5 CON WEST OF PUCE MAIDSTONE BTN WALLACE LINE RD & W PUCE RIVER RD.; LAKESHORE | 199 x 3 0.06 | 1085 x 20.12 2.16 | (e) Union Gas Limited 50 Keil Drive N Chatham, ON N7M 5M1 Inst. #R265343;R852176 Assignment Inst. #R296140; R350795 | |
| P2-8 | | PIN: 75006-0049 PT LT 5 CON WEST OF RIVER PUCE MAIDSTONE AS IN R904052 (SECONDLY); LAKESHORE | 973 x 5 0.48 | 30 x 30 0.09 30 x 30 0.09 1247 x 20 2.62 | | Tel.: 519-727-5966 Jeff Maiter - Tel.: 519-819-6561 (Tenant) |
| P2-8.5 | | PIN: 75006-0048 (R) PT LT 5 CON WEST OF PUCE MAIDSTONE BTN WALLACE LINE RD & W PUCE RIVER RD.; LAKESHORE | 101 x 3 0.03 | 177 x 17.12 0.3 | (e) Union Gas Limited 50 Keil Drive N Chatham, ON N7M 5M1 Inst. #R265343;R852176 Assignment Inst. #R296140; R350795 | |
| West Puce River Road | | | | | | |



PIPELINE EASEMENT

(the "Easement")

Between

(hereinafter called the "Transferor")

and

UNION GAS LIMITED

(hereinafter called the "Transferee")

This easement is an Easement in Gross

WHEREAS the Transferor is the owner in fee simple of those lands and premises more particularly described as: **PIN:** **Legal Description:** (hereinafter called the "Transferor's Lands").

The Transferor does hereby GRANT, CONVEY, TRANSFER AND CONFIRM unto the Transferee, its successors and assigns, to be used and enjoyed as appurtenant to all or any part of the lands, the right, liberty, privilege and easement on, over, in, under and/or through a strip of the Transferor's Lands more particularly described as: Choose an item. **PIN:** **Legal Description:** [Click here to enter text.](#) (hereinafter called the "Lands") to survey, lay, construct, maintain, brush, clear trees and vegetation, inspect, patrol, alter, remove, replace, reconstruct, repair, move, keep, use and/or operate one pipeline for the transmission of Pipeline quality natural gas as defined in The Ontario Energy Board Act S.O. 1998 (hereinafter called the "Pipeline") including therewith all such buried attachments, equipment and appliances for cathodic protection which the Transferee may deem necessary or convenient thereto, together with the right of ingress and egress at any and all times over and upon the Lands for its servants, agents, employees, those engaged in its business, contractors and subcontractors on foot and/or with vehicles, supplies, machinery and equipment for all purposes necessary or incidental to the exercise and enjoyment of the rights, liberty, privileges and easement hereby granted. The Parties hereto mutually covenant and agree each with the other as follows:

1. In Consideration of the sum of **TWO Dollars** (\$2.00) of lawful money of Canada (hereinafter called the "Consideration"), which sum is payment in full for the rights and interest hereby granted and for the rights and interest, if any, acquired by the Transferee by expropriation, including in either or both cases payment in full for all such matters as injurious affection to remaining lands and the effect, if any, of registration on title of this document and where applicable, of the expropriation documents, subject to Clause 12 hereof to be paid by the Transferee to the Transferor within 90 days from the date of these presents or prior to the exercise by the Transferee of any of its rights hereunder other than the right to survey (whichever may be the earlier date), the rights, privileges and easement hereby granted shall continue in perpetuity or until the Transferee, with the express written consent of the Transferor, shall execute and deliver a surrender thereof. Prior to such surrender, the Transferee shall remove all debris as may have resulted from the Transferee's use of the Lands from the Lands and in all respects restore the Lands to its previous productivity and fertility so far as is reasonably possible, save and except for items in respect of which compensation is due under Clause 2, hereof. Transferor and Transferee hereby agree that nothing herein shall oblige Transferee to remove the Pipeline from the Lands as part of Transferee's obligation to restore the Lands.
2. The Transferee shall make to the Transferor (or the person or persons entitled thereto) due compensation for any damages to the Lands resulting from the exercise of any of the rights herein granted, and if the compensation is not agreed upon by the Transferee and the Transferor, it shall be determined by arbitration in the manner prescribed by the Expropriations Act, R.S.O. 1990, Chapter E-26 or any Act passed in amendment thereof or substitution therefore. Any gates, fences and tile drains curbs, gutters, asphalt paving, lockstone, patio tiles interfered with by the Transferee shall be restored by the Transferee at its expense as closely as reasonably possible to the condition and function in which they existed immediately prior to such interference by the Transferee and in

the case of tile drains, such restoration shall be performed in accordance with good drainage practice and applicable government regulations.

3. The Pipeline (including attachments, equipment and appliances for cathodic protection but excluding valves, take-offs and fencing installed under Clause 9 hereof) shall be laid to such a depth that upon completion of installation it will not obstruct the natural surface run-off from the Lands nor ordinary cultivation of the Lands nor any tile drainage system existing in the Lands at the time of installation of the Pipeline nor any planned tile drainage system to be laid in the Lands in accordance with standard drainage practice, if the Transferee is given at least thirty (30) days notice of such planned system prior to the installation of the Pipeline; provided that the Transferee may leave the Pipeline exposed in crossing a ditch, stream, gorge or similar object where approval has been obtained from the Ontario Energy Board or other Provincial Board or authority having jurisdiction in the premises. The Transferee agrees to make reasonable efforts to accommodate the planning and installation of future tile drainage systems following installation of the Pipeline so as not to obstruct or interfere with such tile installation.
4. As soon as reasonably possible after the construction of the Pipeline, the Transferee shall level the Lands and unless otherwise agreed to by the Transferor, shall remove all debris as may have resulted from the Transferee's use of the Lands therefrom and in all respects restore the Lands to its previous productivity and fertility so far as is reasonably possible, save and except for items in respect of which compensation is due under Clause 2 hereof.
5. It is further agreed that the Transferee shall assume all liability and obligations for any and all loss, damage or injury, (including death) to persons or property that would not have happened but for this Easement or anything done or maintained by the Transferee hereunder or intended so to be and the Transferee shall at all times indemnify and save harmless the Transferor from and against all such loss, damage or injury and all actions, suits, proceedings, costs, charges, damages, expenses, claims or demands arising therefrom or connected therewith provided that the Transferee shall not be liable under the clause to the extent to which such loss, damage or injury is caused or contributed to by the gross negligence or wilful misconduct of the Transferor.
6. In the event that the Transferee fails to comply with any of the requirements set out in Clauses 2, 3, or 4 hereof within a reasonable time of the receipt of notice in writing from the Transferor setting forth the failure complained of, the Transferee shall compensate the Transferor (or the person or persons entitled thereto) for any damage, if any, necessarily resulting from such failure and the reasonable costs if any, incurred in the recovery of those damages.
7. Except in case of emergency, the Transferee shall not enter upon any of the Transferor's Lands, other than the Lands, without the consent of the Transferor. In case of emergency the right of entry upon the Transferor's Lands for ingress and egress to and from the Lands is hereby granted. The determination of what circumstances constitute an emergency, for purposes of this paragraph is within the absolute discretion of the Transferee, but is a situation in which the Transferee has a need to access the Pipeline in the public interest without notice to the Transferor, subject to the provisions of Clause 2 herein. The Transferee will, within 72 hours of entry upon such lands, advise the Transferor of the said emergency circumstances and thereafter provide a written report to Transferor with respect to the resolution of the emergency situation. The Transferee shall restore the lands of the Transferor at its expense as closely as reasonably practicable to the condition in which they existed immediately prior to such interference by the Transferee and in the case of tile drains, such restoration shall be performed in accordance with good drainage practice.
8. The Transferor shall have the right to fully use and enjoy the Lands except for planting trees over the lesser of the Lands or a six (6) metre strip centered over the Pipeline, and except as may be necessary for any of the purposes hereby granted to the Transferee, provided that without the prior written consent of the Transferee, the Transferor shall not excavate, drill, install, erect or permit to be excavated, drilled, installed or erected in, on, over or through the Lands any pit, well, foundation, pavement, building, mobile homes or other structure or installation. Notwithstanding the foregoing the Transferee upon request shall consent to the Transferor erecting or repairing fences, hedges, pavement, lockstone constructing or repairing tile drains and domestic sewer pipes, water pipes, and utility pipes and constructing or repairing lanes, roads, driveways, pathways, and walks across, on and in the Lands or any portion or portions thereof, provided that before commencing any of the work referred to in this sentence the Transferor shall (a) give the Transferee at least (30) clear days notice in writing describing the work desired so as to enable the Transferee to evaluate and comment on the work proposed and to have a representative inspect the site and/or be present at any time or times during the performance of the work, (b) shall follow the instructions of such representative as to the performance of such work without damage to the Pipeline, (c) shall

exercise a high degree of care in carrying out any such work and, (d) shall perform any such work in such a manner as not to endanger or damage the Pipeline as may be required by the Transferee.

9. The rights, privileges and easement herein granted shall include the right to install, keep, use, operate, service, maintain, repair, remove and/or replace in, on and above the Lands any valves and/or take-offs subject to additional agreements and to fence in such valves and/or take-offs and to keep same fenced in, but for this right the Transferee shall pay to the Transferor (or the person or persons entitled thereto) such additional compensation as may be agreed upon and in default of agreement as may be settled by arbitration under the provisions of The Ontario Energy Board Act, S.O. 1998, or any Act passed in amendment thereof or substitution therefore. The Transferee shall keep down weeds on any lands removed from cultivation by reason of locating any valves and/or take-offs in the Lands.
10. Notwithstanding any rule of law or equity and even though the Pipeline and its appurtenances may become annexed or affixed to the realty, title thereto shall nevertheless remain in the Transferee.
11. Neither this Agreement nor anything herein contained nor anything done hereunder shall affect or prejudice the Transferee's rights to acquire the Lands or any other portion or portions of the Transferor's lands under the provisions of The Ontario Energy Board Act, S.O. 1998, or any other laws, which rights the Transferee may exercise at its discretion in the event of the Transferor being unable or unwilling for any reason to perform this Agreement or give to the Transferee a clear and unencumbered title to the easement herein granted.
12. The Transferor covenants that he has the right to convey this Easement notwithstanding any act on his part, that he will execute such further assurances of this Easement as may be requisite and which the Transferee may at its expense prepare and that the Transferee, performing and observing the covenants and conditions on its part to be performed, shall have quiet possession and enjoyment of the rights, privileges and easement hereby granted. If it shall appear that at the date hereof the Transferor is not the sole owner of the Lands, this Easement shall nevertheless bind the Transferor to the full extent of his interest therein and shall also extend to any after-acquired interest, but all moneys payable hereunder shall be paid to the Transferor only in the proportion that his interest in the Lands bears to the entire interest therein.
13. In the event that the Transferee fails to pay the Consideration as hereinbefore provided, the Transferor shall have the right to declare this Easement cancelled after the expiration of 15 days from personal service upon the Manager, Land Services of the Transferee at its Executive Head Office in Chatham, Ontario, (or at such other point in Ontario as the Transferee may from time to time specify by notice in writing to the Transferor) of notice in writing of such default, unless during such 15 day period the Transferee shall pay the Consideration; upon failing to pay as aforesaid, the Transferee shall forthwith after the expiration of 15 days from the service of such notice execute and deliver to the Transferor at the expense of the Transferee, a valid and registrable release and discharge of this Easement.
14. All payments under these presents may be made either in cash or by cheque of the Transferee and may be made to the Transferor (or person or persons entitled thereto) either personally or by mail. All notices and mail sent pursuant to these presents shall be addressed to:

the Transferor at:

and to the Transferee at: Union Gas Limited
P.O. Box 2001
50 Keil Drive North
Chatham, Ontario N7M 5M1
Attention: Manager, Land Services

or to such other address in either case as the Transferor or the Transferee respectively may from time to time appoint in writing.

15. The rights, privileges and easement hereby granted are and shall be of the same force and effect as a covenant running with the Transferor's Land and this Easement, including all the covenants and conditions herein contained, shall extend to, be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto respectively; and, wherever the singular or masculine is used it shall, where necessary, be construed as if the plural, or feminine or neuter had been used, as the case may be.

16. (a) The Transferee represents that it is registered for the purposes of the Harmonized Goods and Services Tax (hereinafter called "HST") in accordance with the applicable provisions in that regard and pursuant to the Excise Tax Act, (R.S.C., 1985, c. E-15), (hereinafter called "Excise Tax Act"), as amended.

(b) The Transferee covenants to deliver a Statutory Declaration, Undertaking and Indemnity confirming its HST registration number, which shall be conclusive evidence of such HST registration, and shall preclude the Transferor from collection of HST from the Transferee.

(c) The Transferee shall undertake to self-assess the HST payable in respect of this transaction pursuant to subparagraphs 221(2) and 228(4) of the Excise Tax Act, and to remit and file a return in respect of HST owing as required under the said Act for the reporting period in which the HST in this transaction became payable.

(d) The Transferee shall indemnify and save harmless the Transferor from and against any and all claims, liabilities, penalties, interest, costs and other legal expenses incurred, directly or indirectly, in connection with the assessment of HST payable in respect of the transaction contemplated by this Easement. The Transferee's obligations under this Clause shall survive this Easement.

17. The Transferor hereby acknowledges that this Easement will be registered electronically.

DATED this day of Choose an item. 20

Signature (Transferor)

Insert name here

Print Name(s) (and position held if applicable)

Choose an item.

Enter Text here

Address (Transferor)

Signature (Transferor)

Insert name here

Print Name(s) (and position held if applicable)

Choose an item.

Enter Text here

Address (Transferor)

UNION GAS LIMITED

Signature (Transferee)

Insert name here, Choose an item.

Name & Title (Union Gas Limited)

I have authority to bind the Corporation.

Telephone Number (Union Gas Limited)

Additional Information: (if applicable):

Property Address: [Click here to enter text.](#)

HST Registration Number: [Click here to enter text.](#)

Municipality of Chatham-Kent

Province of Ontario

DECLARATION REQUIRED UNDER
SECTION [Choose an item.](#) OF THE PLANNING
ACT, R.S.O. 1990, as amended

I, [Click here to enter text.](#), of the [Click here to enter text.](#), in the Province of Ontario.

DO SOLEMNLY DECLARE THAT

1. I am a Senior Land Agent, Lands Department of Union Gas Limited, the Transferee in the attached Grant of Easement and as such have knowledge of the matters herein deposited to.
2. The use of or right in the land described in the said Grant of Easement is being acquired by Union Gas Limited for the purpose of a [Choose an item.](#) line within the meaning of Part VI of the Ontario Energy Board Act, 1998.

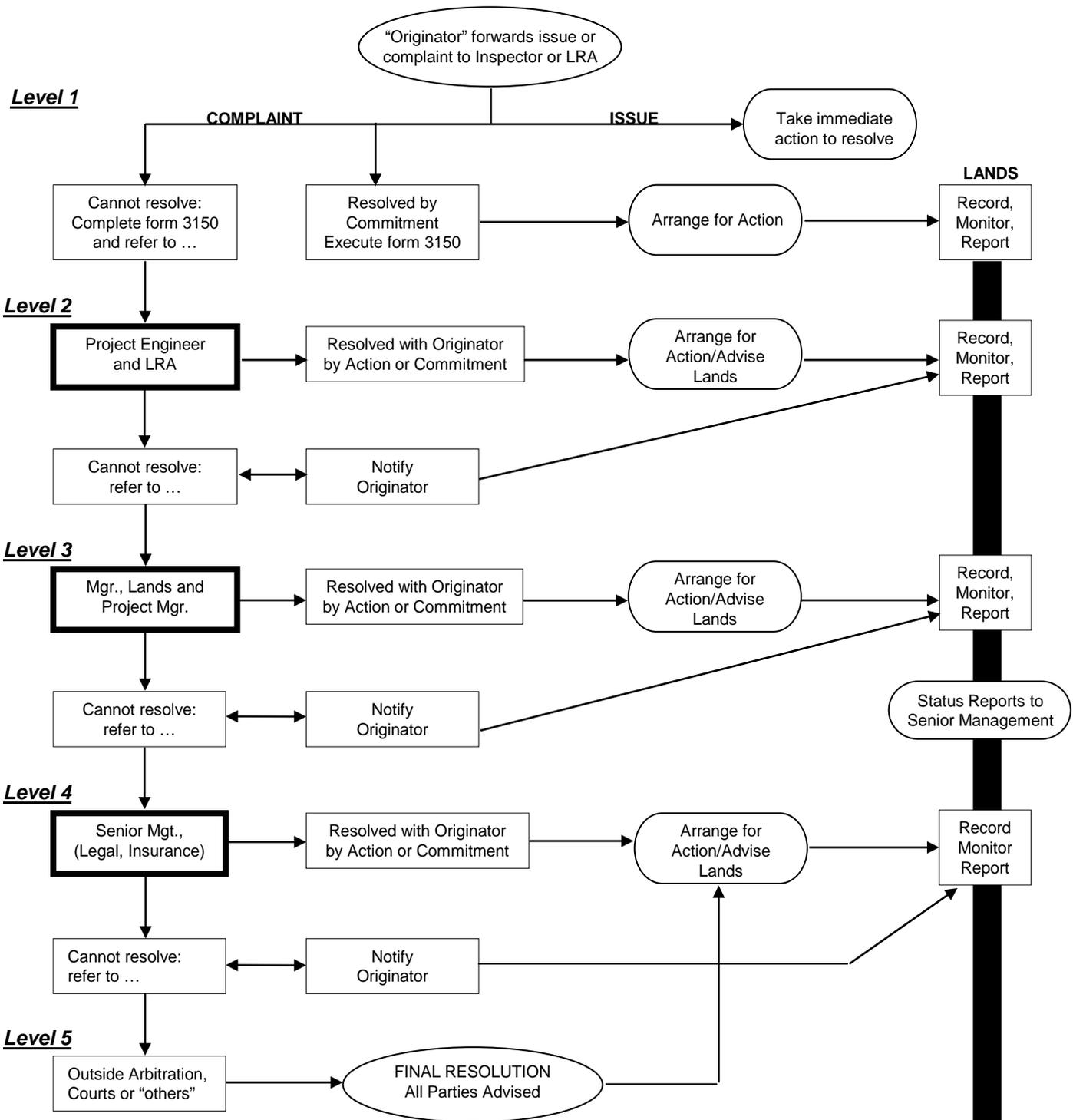
AND I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath, and by virtue of The Canada Evidence Act.

DECLARED before me at the
[Click here to enter text.](#),
in the Province of Ontario

This day of [Choose an item.](#) 20

A Commissioner, etc.

Process Chart: Landowner Complaint Resolution System



Notes:

1. “Originator” of complaint or issue may be landowner or company representative.
2. Parties indicated in heavy outlined boxes shall assume responsibility for actions subsequently required in the resolution process. Parties identified in brackets may only be required for resolution or specific technical concerns.
3. “L.R.A.” refers to Landowner Relations Agent.
4. “Outside Arbitration” includes the Board of Negotiation, O.M.B. and O.E.B. “Others” refers to other regulatory bodies and tribunals.

LANDOWNER COMPLAINT RESOLUTION SYSTEM EXPLANATION OF PROCESS CHART

Key Definitions

Originator – The originator of a complaint or issue is the landowner or Union Gas personnel who initiates a complaint or issue by making it known to the Landowner Relations Agent or a company inspector.

Landowner Relations Agent (LRA) – A person assigned on a full time or part time basis to record, monitor, and ensure follow-up on any complaint or issue received by Union related to construction, to address questions and concerns of the landowners, and to act as a liaison between landowners and the contractor and engineering personnel.

Issue – A concern of a landowner which can be resolved within three (3) working days. Immediate action is taken to resolve such matters.

Complaint – A concern of a landowner which cannot be resolved within three (3) working days.

Commitment – If an issue or complaint is resolved at any level of the Complaint Resolution system through the efforts and liaison activities of the Landowner Relations Agent or other personnel, the resolution is recorded to ensure proper future follow-up.

Outside Arbitration – includes the Board of Negotiation, O.M.B., and O.E.B.

Others – refers to other regulatory bodies and tribunals

Levels of the Complaint Resolution System

Level 1: The LRA or company inspector receives issues or complaints, and the following can happen:

- a) Immediate action could be arranged by the LRA or inspector to resolve the issue or complaint; or
- b) A complaint can be resolved by a commitment in which case the LRA is responsible for arranging for the committed action and having the commitment recorded in the Complaint Resolution system; or
- c) If a complaint cannot be resolved through the efforts of the LRA or inspector, the applicable form (Form 3150) is completed and then recorded, and the complaint is referred to **Level 2**.

Level 2: The LRA and the Construction Supervisor work together to develop a resolution for the complaint, and the following can happen:

- a) the complaint may be resolved with the originator by action or commitment and the action or commitment is recorded in the Complaint Resolution System; or
- b) if the complaint cannot be resolved, the originator is notified, the non-resolution is recorded, and the complaint is referred to **Level 3**.

Level 3: The Manager, Lands and the Project Manager work together to develop a resolution for the complaint, and the following can happen:

- a) complaint may be resolved with the originator by action or commitment and the action or commitment is recorded in the Complaint Resolution System; or
- b) if the complaint cannot be resolved, the originator is notified, the non-resolution is recorded, and the complaint is referred to **Level 4**;

When complaints reach this level, status reports are generated through the Complaint Resolution System and are forwarded to Senior Management.

Level 4: Senior Management (with possible input from the Legal and Risk and Claims Departments) attempts to develop a resolution to the complaint, and the following can happen:

- a) the complaint may be resolved with the originator by action or commitment and the action or commitment is recorded in the Complaint Resolution System; or
- b) if the complaint cannot be resolved, the originator is notified, the non-resolution is recorded, and the complaint is referred to **Level 5**;

Level 5: Involves the resolution of a complaint by outside arbitration or others, and the following will happen:

A final resolution will occur, all parties will be advised, and any action required will be arranged by the LRA or other Lands Department personnel.

Note: the Complaint Resolution System is used to generate final reports to the Ontario Energy Board

Schedule 12 - Environmental Report Being Sent By Courier

Summary of Comments

TO BE FILED WHEN RECEIVED

TOTAL ESTIMATED ENVIRONMENTAL COSTS

NPS 16 PANHANDLE PHASE II REPLACEMENT PROJECT

Pre-Construction

| | | |
|--|----|--------------|
| Environmental Assessment | \$ | 30,000 |
| Archaeology | | 78,000 |
| Soil Sampling | | 3,000 |
| Hearing Costs (Environmental Consultant) | | 5,000 |
| Surveys (fish, wildlife, plants) | | 7,000 |
| Permits | | <u>7,000</u> |

Total Pre-Construction \$ **130,000**

Construction

| | | |
|--------------------------|----|---------------|
| Environmental Inspection | \$ | 65,000 |
| Water Well Monitoring | | <u>20,000</u> |

Total Construction \$ **85,000**

Post Construction

| | | |
|------------------|----|---------------|
| Tree Replacement | \$ | <u>10,000</u> |
|------------------|----|---------------|

Total Post Construction \$ **10,000**

Total Estimated Environmental Costs \$ **225,000**



July 7, 2014

Chief Christopher Plain
Aamjiwnaang First Nation
978 Tashmoo Avenue
Sarnia, Ontario, N7T 7H5

**RE: Information Session - Union Gas Limited
Phase II - 2015 NPS 16 Panhandle Replacement – 500m west of Patillo Road to East Puce
River Road and 500m west of Golfview Drive to 500m east of East Ruscom River Road**

Dear Chief Christopher Plain:

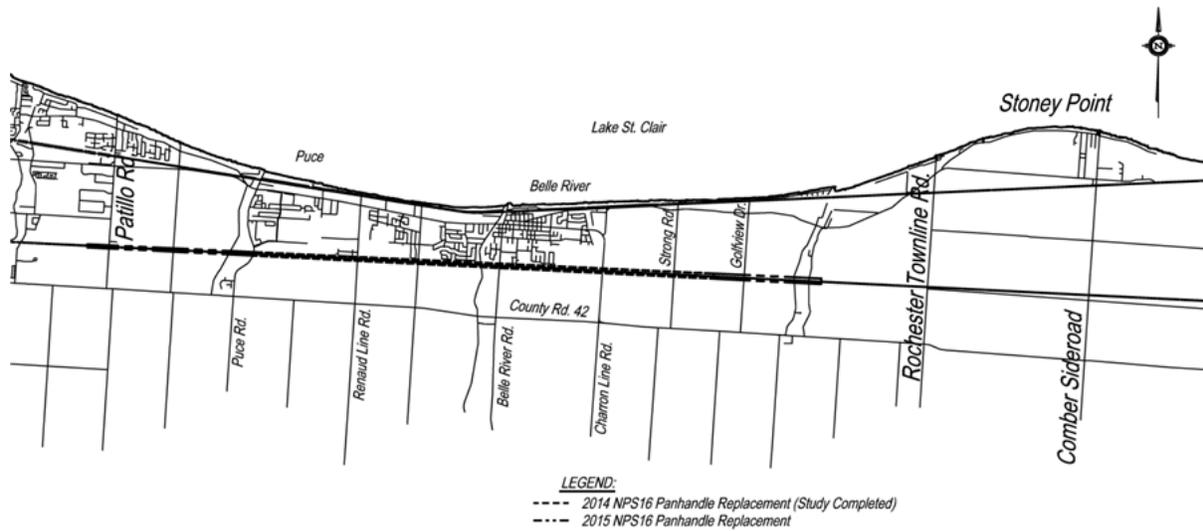
Azimuth Environmental Consulting, Inc. (Azimuth) has been retained by Union Gas to prepare an Environmental Report (ER) for the proposed 2015 Panhandle Replacement Project. The project will include the replacement of two additional sections of the existing 16-inch diameter natural gas transmission pipeline with a new NPS 20-inch diameter pipeline, from 500m west of Patillo Rd., to East Puce River Rd., and 500m west of Golfview Dr., to 500m east of East Ruscom River Rd., in the Town of Lakeshore for a distance of approximately 5.5 kilometers. The new pipeline will be designed and constructed to meet current and future pipe strength requirements for the increased population density near the pipeline, also known as Class Location criteria, to ensure continued safe operation the pipeline system.

We are currently undertaking the preliminary engineering studies to assess the alternatives for the pipeline design and location. The study area is located in the County of Essex in the Town of Lakeshore. Please see the attached map. The study area encompasses lands in proximity to the Hydro One transmission corridor and the Canadian Pacific Railway right-of-way.

To learn more, you are invited you to an Information Session which will be held on July 23, 2014 at the Puce Sports & Leisure Centre located at 962 Old Tecumseh Road in Puce from 5– 8 p.m.

The purpose of the Information Session is to present all aspects of the project and to provide you with an opportunity for comment on this proposal. Representatives from Union Gas and Azimuth will be present to answer questions.

The final ER will be included in an application to the Ontario Energy Board whose approval is required before this project can proceed. If approved, construction is proposed to take place in the summer of 2015.



If you have any questions, regarding the environmental report process or this Project, please do not hesitate to contact me at JBonin@uniongas.com or 519-539-8509, extension 5021063. Upon its completion, a copy of the ER will be forwarded to you. Thank you for your cooperation.

Yours truly,

John Bonin

Manager First Nations and Métis Affairs
Union Gas
Box 5353 Station A
109 Commissioners Rd
London Ont. N6A 4P1



July 7, 2014

Sharilyn Johnston
Aamjiwnaang First Nation
978 Tashmoo Avenue
Sarnia, Ontario, N7T 7H5

**RE: Information Session - Union Gas Limited
Phase II - 2015 NPS 16 Panhandle Replacement – 500m west of Patillo Road to East Puce
River Road and 500m west of Golfview Drive to 500m east of East Ruscom River Road**

Dear Sharilyn Johnston:

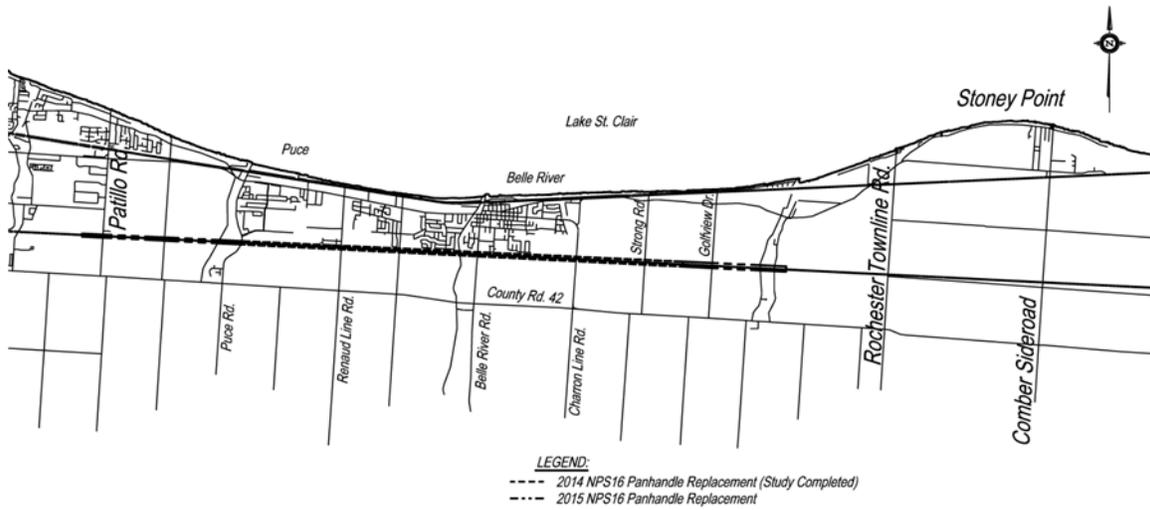
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Yours truly,

John Bonin

Manager First Nations and Métis Affairs
Union Gas
Box 5353 Station A
109 Commissioners Rd
London Ont. N6A 4P1



July 7, 2014

Chief Louise Hillier
Caldwell First Nation
P.O. Box 388
Leamington, Ontario, N8H 3W3

**RE: Information Session - Union Gas Limited
Phase II - 2015 NPS 16 Panhandle Replacement – 500m west of Patillo Road to East Puce
River Road and 500m west of Golfview Drive to 500m east of East Ruscom River Road**

Dear Chief Louise Hillier:

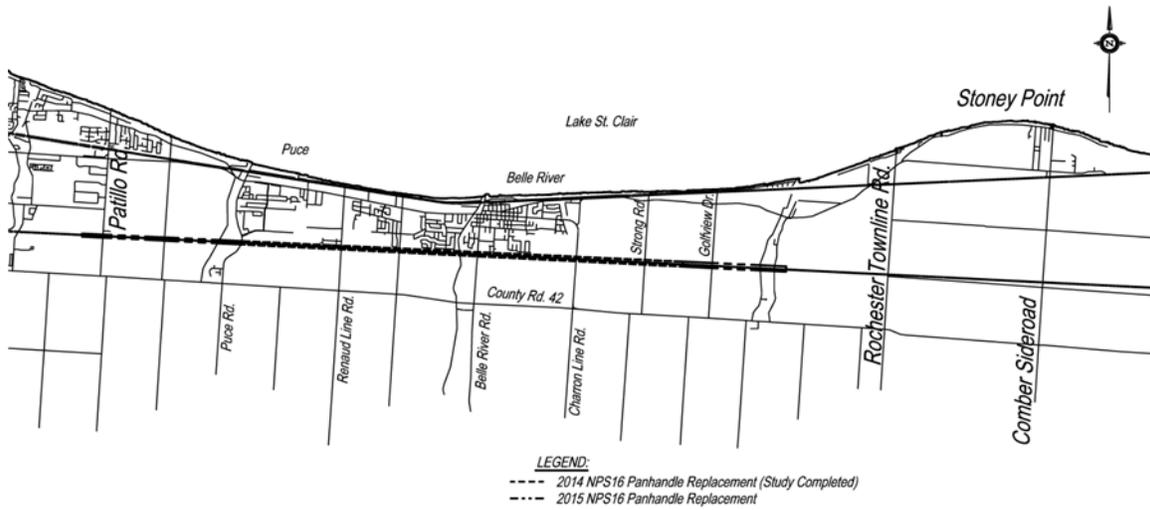
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Manager First Nations and Métis Affairs
Union Gas
Box 5353 Station A
109 Commissioners Rd
London Ont. N6A 4P1



July 7, 2014

Chief Thomas Bressette
Chippewas of Kettle and Stony Point First Nation
6247 Indian Lane
Kettle and Stony Point First Nation, Ontario, N0N 1J1

**RE: Information Session - Union Gas Limited
Phase II - 2015 NPS 16 Panhandle Replacement – 500m west of Patillo Road to East Puce
River Road and 500m west of Golfview Drive to 500m east of East Ruscom River Road**

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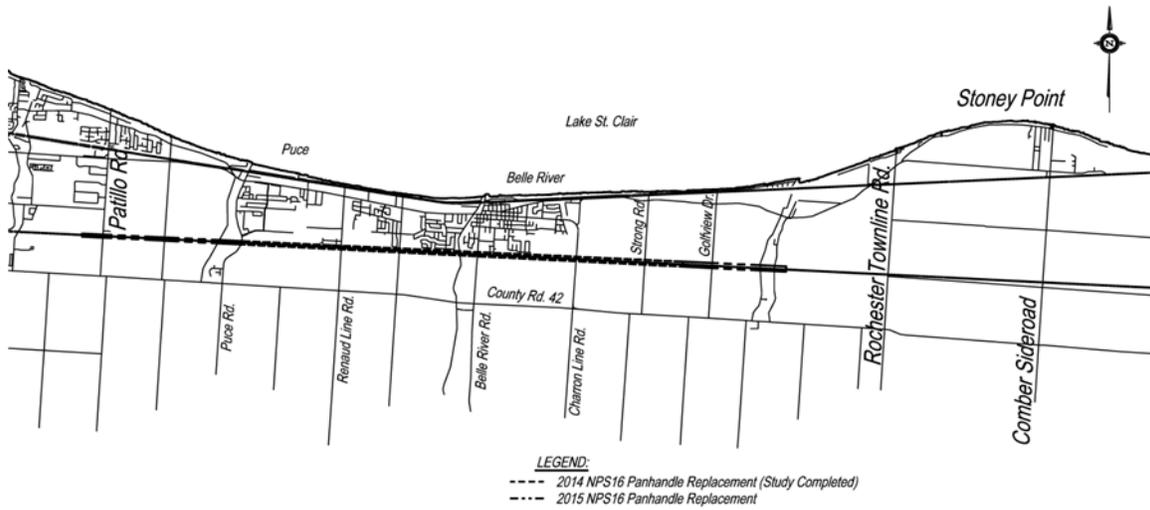
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Union Gas
Box 5353 Station A
109 Commissioners Rd
London Ont. N6A 4P1



July 7, 2014

Chief Joe Miskokomon
Chippewas of the Thames First Nation
320 Chippewas Road
Muncey, Ontario, N0L 1Y0

**RE: Information Session - Union Gas Limited
Phase II - 2015 NPS 16 Panhandle Replacement – 500m west of Patillo Road to East Puce
River Road and 500m west of Golfview Drive to 500m east of East Ruscom River Road**

Dear Chief Joe Miskokomon:

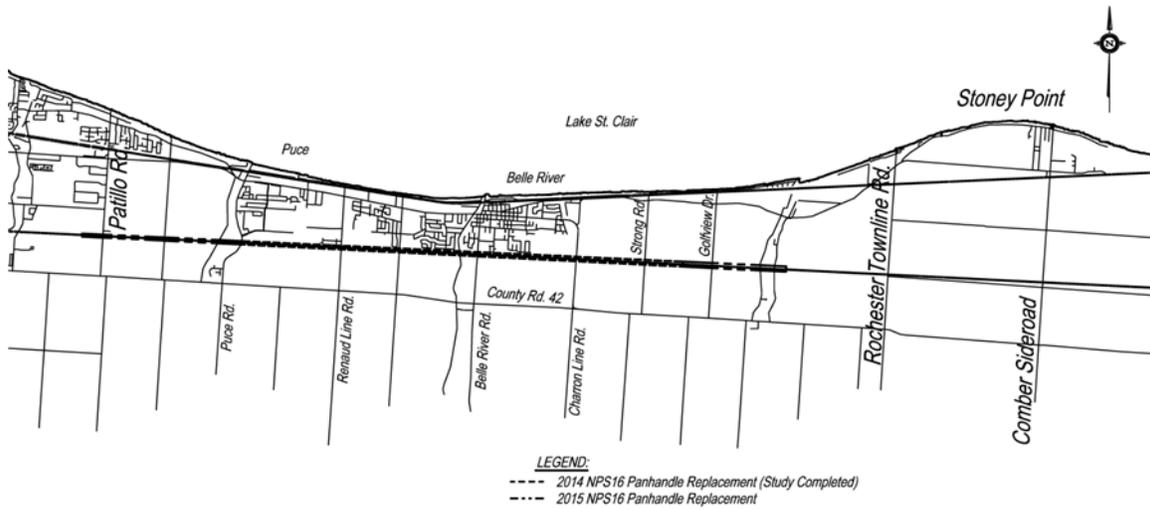
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John Bonin

Manager First Nations and Métis Affairs
Union Gas
Box 5353 Station A
109 Commissioners Rd
London Ont. N6A 4P1



July 7, 2014

Rolanda Elijah
Director of Lands and Environment
320 Chippewas Road
Muncey, Ontario, N0L 1Y0

**RE: Information Session - Union Gas Limited
Phase II - 2015 NPS 16 Panhandle Replacement – 500m west of Patillo Road to East Puce
River Road and 500m west of Golfview Drive to 500m east of East Ruscom River Road**

Dear Rolanda Elijah

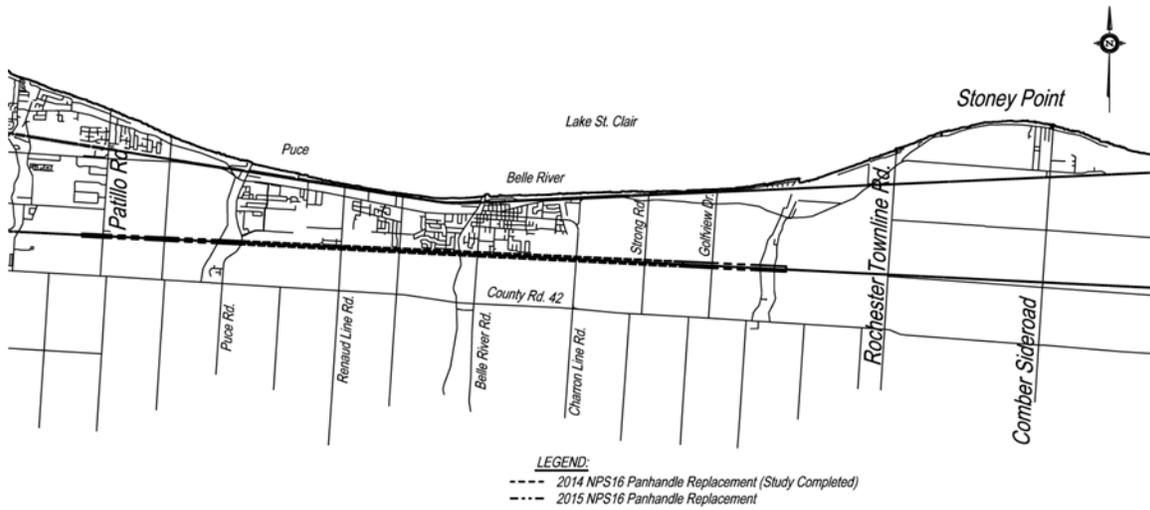
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Manager First Nations and Métis Affairs
Union Gas
Box 5353 Station A
109 Commissioners Rd
London Ont. N6A 4P1



July 7, 2014

Chief Greg Peters
Moravian of the Thames (Delaware Nation) First Nation
RR 3
Thamesville, Ontario, N0P 2K0

**RE: Information Session - Union Gas Limited
Phase II - 2015 NPS 16 Panhandle Replacement – 500m west of Patillo Road to East Puce
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Dear Chief Greg Peters:

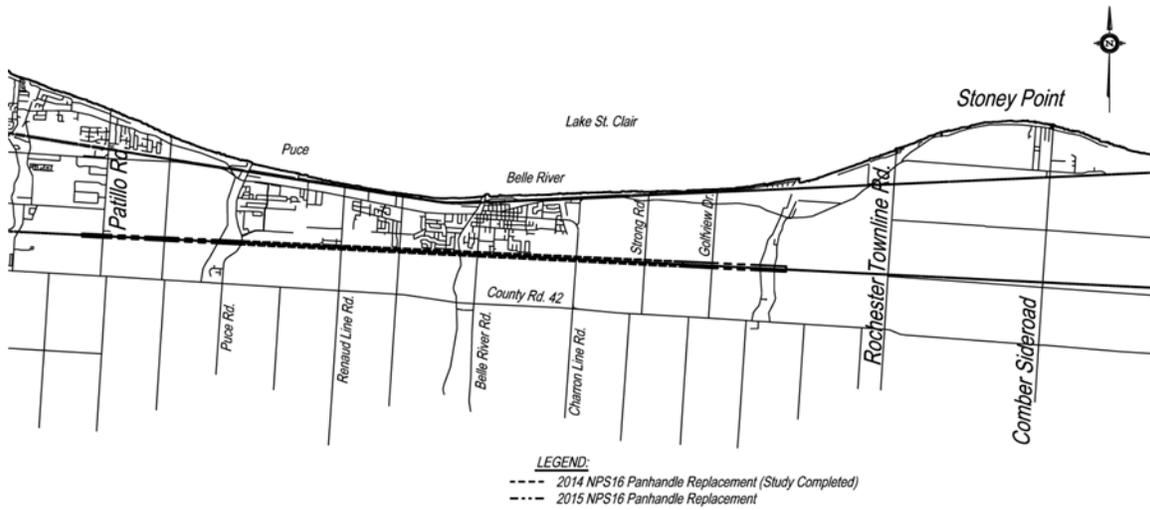
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Union Gas
Box 5353 Station A
109 Commissioners Rd
London Ont. N6A 4P1



July 7, 2014

Chief Roger Thomas
Munsee-Delaware Nation First Nation
RR1
Muncey, Ontario, N0L 1Y0

**RE: Information Session - Union Gas Limited
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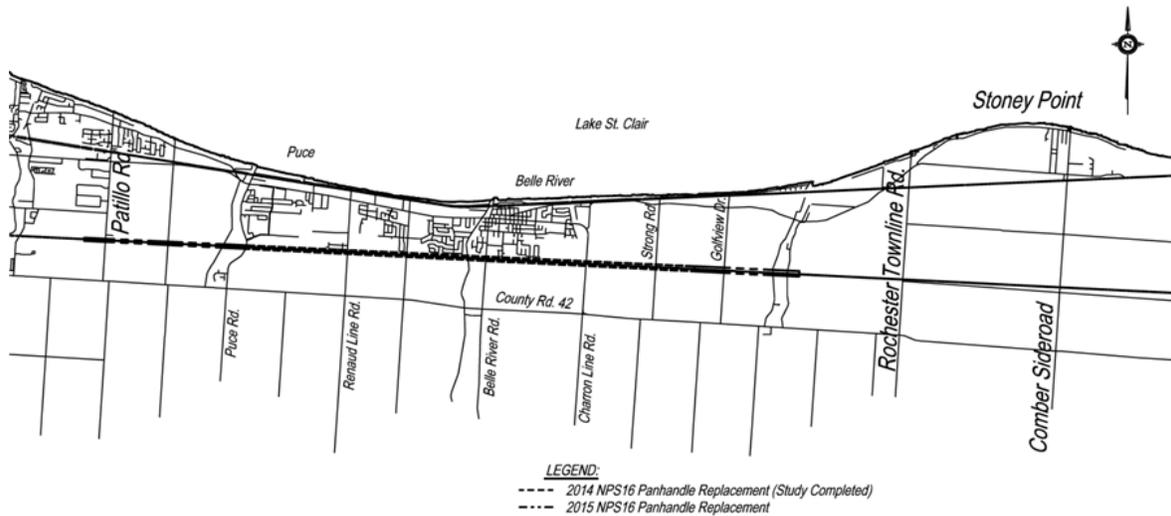
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July 7, 2014

Chief Joel Abram
Oneida Nation of the Thames First Nation
2212 Elm Ave.
Southwold, Ontario, N0L 2G0

**RE: Information Session - Union Gas Limited
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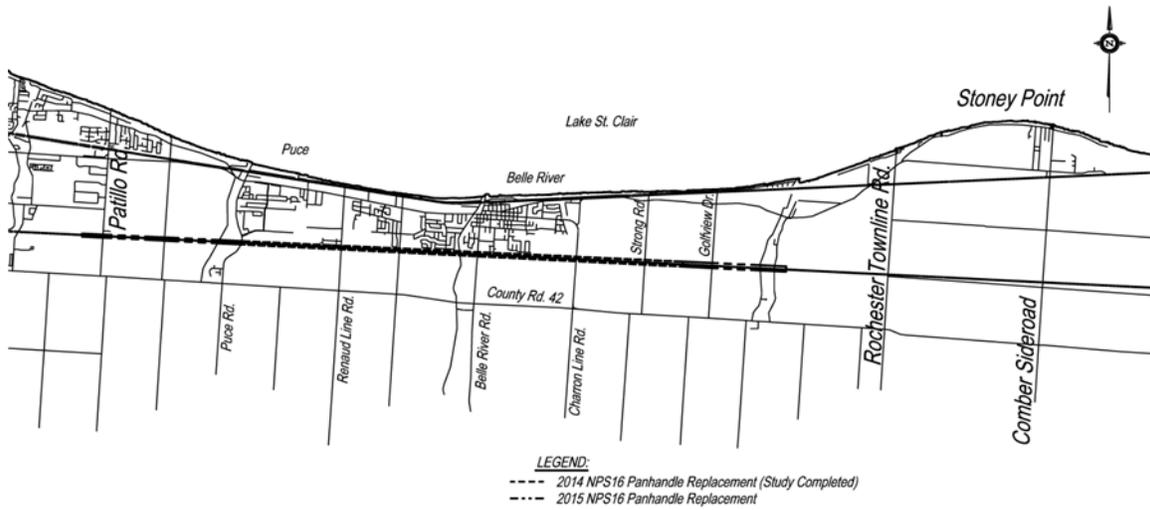
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July 7, 2014

Chief Burton Kewayosh Jr.
Walpole Island First Nation
RR3
Wallaceburg, Ontario, N8A 4K9

**RE: Information Session - Union Gas Limited
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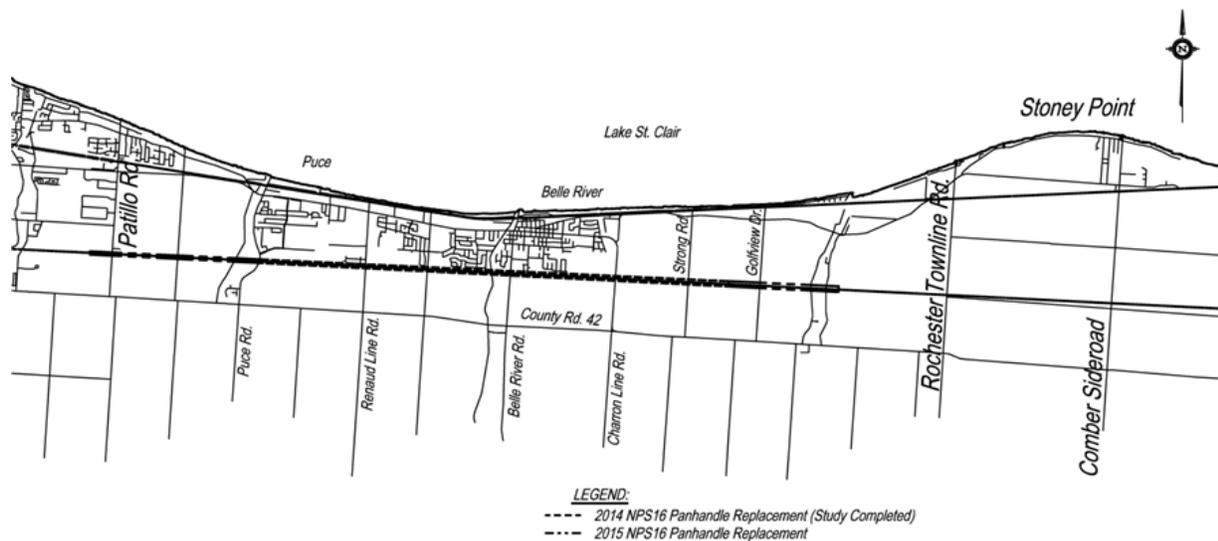
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Walpole Island First Nation
RR3
Wallaceburg, Ontario, N8A 4K9

**RE: Information Session - Union Gas Limited
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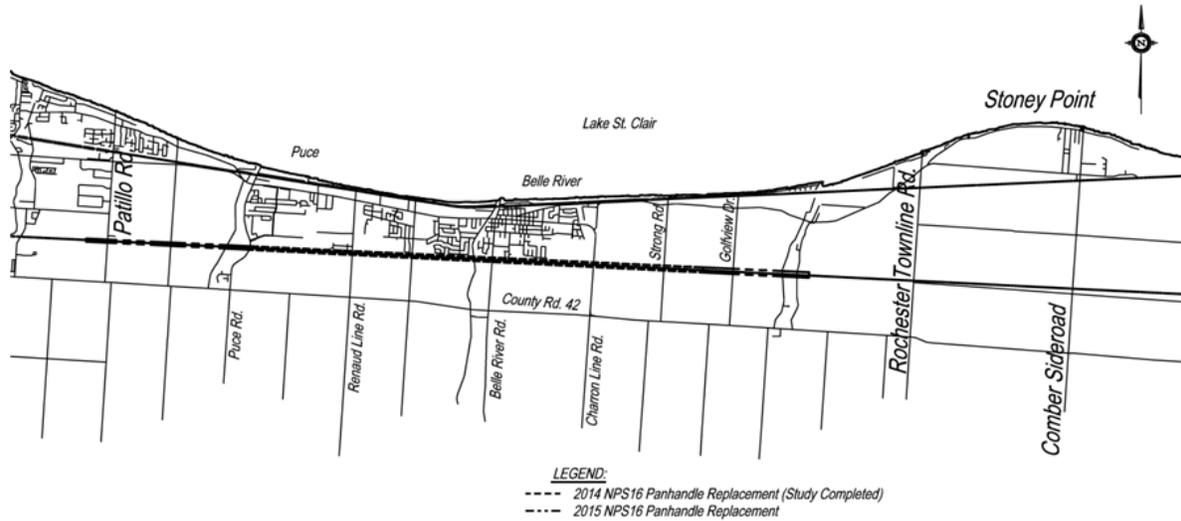
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July 7, 2014

Mark Bowler
Métis Nation of Ontario
75 Sherbourne St, Suite 311
Toronto, Ontario M5A 2P9

**RE: Information Session - Union Gas Limited
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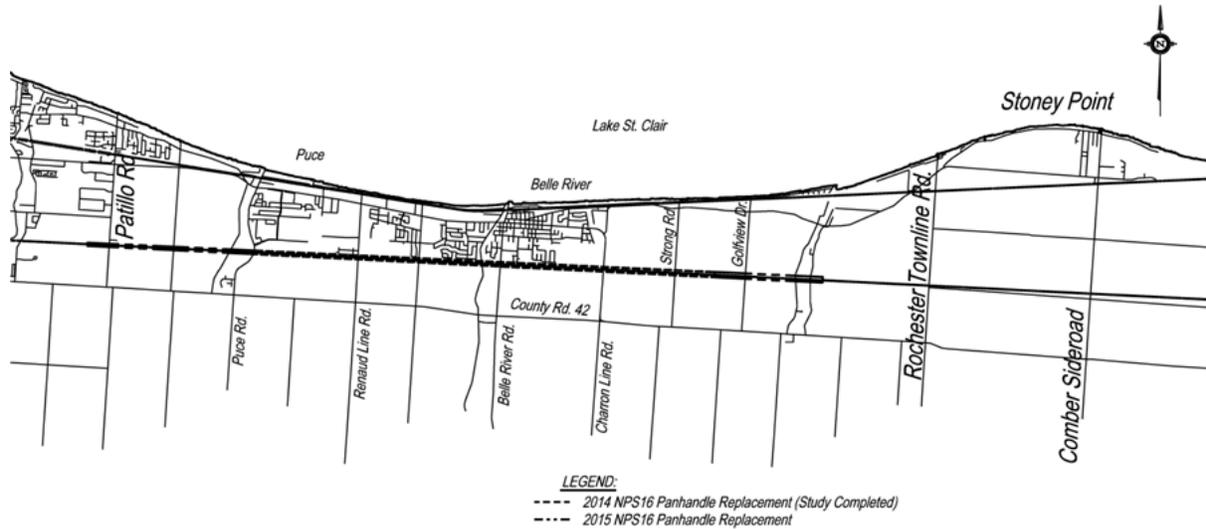
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