

January 7, 2016

BY COURIER & RESS

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 Relocation Project EB-2015-0366

Union hereby requests an Order granting leave to construct approximately 1470 meters of NPS12 hydrocarbon (natural gas) pipeline and approximately 1710 meters of NPS20 hydrocarbon (natural gas) pipeline pursuant to s. 90(1) of the Ontario Energy Board Act, 1998, S.O. 1998 c. 15 Sch. B (the "Act"). A package of supporting material is attached.

The pipelines are needed to replace two sections of the Panhandle system which are being relocated as a result of a request from the Windsor Detroit Bridge Authority (WDBA) as part of WDBA's International Trade Crossing/Detroit River International Crossing project and in particular the construction of a new customs and immigration plaza as part of this project.

Union further requests an exemption, pursuant to s. 95 of the Act, from any requirement to hold a hearing pursuant to the requirements of s. 90(1) of the Act.

Replacement of the existing pipelines would not require Ontario Energy Board leave to construct approval, if the existing pipelines were removed and new pipelines were constructed in their existing location. However, as the sections of pipeline are being relocated the project meets the requirements of s. 90(1) of the Act, requiring leave to construct.

Commencement of construction of the proposed pipeline is scheduled for spring 2016.

In Union's view, there are a number of reasons why this case warrants an exemption including:

1. WDBA has requested the relocation of the pipelines to accommodate the plaza. WDBA has agreed to full reimburse Union for all costs.

- 2. The directly affected private landowners have not identified any issues with the project and negotiations with the private landowners for these land rights are being finalized.
- 3. Union has completed an environmental report for the project. If the proposed mitigation measures are followed, there will be no long term significant environmental impacts as a result of this project;
- 4. In order to ensure that there is no disruption of services to customers, and to ensure proper coordination of construction with WDBA and other utilities, construction is to commence in spring 2016.

If you require additional information, please contact Mark Murray, Manager, Regulatory Projects, Union Gas Limited at 519-436-4601.

Yours truly,

[original signed by]

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

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

Panhandle Relocation Project

Application

Leave to Construct

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Schedule 2	Windsor Detroit Bridge Authority Correspondence
Schedule 3	Weaver Street Station Current & Proposed Map
Schedule 4	Estimated Costs
Schedule 5	Design & Pipeline Specs
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Schedule 7	TSSA Abandonment Guidelines
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Schedule 9	Union's Form of Easement
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1 **Project Summary**

Union Gas Limited ("Union"), pursuant to Section 90(1) of the Ontario Energy Board Act, requests
approval from the Ontario Energy Board ("OEB") for leave to construct two natural gas pipelines in
the City of Windsor in the Province of Ontario, (the "Project") as follows:

- a) Approximately 1470 meters of NPS12 hydrocarbon (natural gas) pipeline ("Proposed
 Pipeline") to connect to West Windsor Power Station ("WWP") to replace
 approximately 1860 metres of existing NPS12 hydrocarbon (natural gas) pipeline, and
- b) Approximately 1710 meters of NPS20 hydrocarbon (natural gas) pipeline ("Proposed
 Pipeline") to connect to Brighton Beach Power Station ("Shell BBPS" or "BBPS") to
 replace approximately 1500 metres of existing NPS16 hydrocarbon (natural gas)
 pipeline, collectively the ("Proposed Pipelines").
- 12

13 The location of the Proposed Pipelines is shown in Schedule 1.

14

The Windsor Detroit Bridge Authority Federal ("WDBA"), as part of the Detroit River International ("DRIC"), which includes construction of a new border crossing customs plaza ("Plaza"), requires portions of Union's existing pipelines connecting the BBPS and the WWP to Union's Panhandle Transmission System ("Panhandle System") to be relocated.

19

To ensure that Union has continual unimpeded access to these pipelines and in order to accommodate the construction of the Plaza, WDBA has requested that Union relocate these pipelines, and has agreed to reimburse Union for all costs associated with the Project as set out in the correspondence from Windsor Detroit Bridge Authority dated February 25, 2015 and attached
 as Schedule 2.

3

Union has been advised by WDBA that they have agreements in place to purchase the land for the Plaza, from the current landowners however these agreements may not be concluded until late 2016. Union understands that the land rights where the Proposed Pipelines are to be constructed will be granted to the City of Windsor and that the City of Windsor will include this land as part of a new roadway. This new roadway will be subject to the provisions of the Franchise Agreement between Union and the City of Windsor.

10

Until this transfer of land rights is completed, Union will require permanent and temporary easements from WDBA, WWP and Infrastructure Ontario. No one has objected to granting Union these land rights and Union is in the process of finalizing the necessary land rights with these parties in order to complete construction of the Proposed Pipeline.

15

As part of the Project, Union will also need to expand the Weaver Street station corner of Weaver and Ojibway Parkway to allow for future inline inspection facilities to be constructed. A map of the current and proposed land rights can be found in Schedule 3. These land rights are located within road allowance and are governed by Union's Franchise Agreement with The City of Windsor.

20

21 The estimated costs for the Project are \$14.25 MM.

Union has completed an Environmental Report ("ER") for the Project, a copy of which is attached
in Schedule 12. This review did not identify any long term significant environmental impacts as a
result of the Project.

4

5 Union is proposing to construct the Proposed Pipeline commencing in the spring of 2016. Union
6 respectfully requests Ontario Energy Board approval by end of April 2016.

7

8 Rationale for Project

As part of the DRIC project, Union was requested to relocate the existing pipelines, which deliver
natural gas to the BBPS and the WWP, within the proposed municipal road allowance located
adjacent to and outside of the controlled access area of the Plaza.

12

In February 2015, the Windsor Detroit Bridge Authority advised Union that all utility relocations for the Project are to be completed by the end of 2016 as set out in the correspondence attached as Schedule 2. In order to accommodate the proposed timelines and avoid conflicts with other utilities relocation schedules Union is required to complete the work by Fall 2016.

17

18 **Facilities**

19 Description of Existing Panhandle Transmission System

The pipelines that feed BBPS and WWP are located at the extreme western end of the Panhandle System and are connected to the Panhandle System at a valve site just east of Ojibway Parkway. The pressure constraint for the entire Panhandle System is located at BBPS where the customers' contracted minimum delivery pressure must be maintained at or above 1724 kPag.

1	The Panhandle System west of the Sandwich transmission station is currently at its winter design
2	day capacity for Winter 2015/2016 and is delivering exactly the contracted 1724 kPag to BBPS.
3	
4	Description of BBPS and WWP Pipelines
5	BBPS is a 541.3 MW natural gas-fired combined cycle electricity generating facility located at 100
6	Chappus Street in Windsor, Ontario. BBPS is the largest customer by volume connected to the
7	Panhandle System. The customer has a contract that requires Union to deliver 111,250 m3/hr at a
8	contracted minimum delivery pressure of 1724 kPag. The existing pipeline that connects the
9	Panhandle System to the customer station is 2900 m in length and consists of NPS 16 pipeline that
10	operates at a MOP of 3450 kPag. The pipeline was installed in 2003.

11

WWP is a 112 MW natural gas-fired electricity generating facility located at 4375 Sandwich Street in Windsor, Ontario. WWP is the second largest customer by volume connected to the Panhandle System. The customer has a contract that requires Union to deliver 34,500 m3/hr at a contracted minimum delivery pressure of 1724 kPag. The existing pipeline from the Panhandle System to the customer station is 3290 m in length and consists of an NPS 12 pipeline that operates at a MOP of 3450 kPag. The pipeline was installed in 1994.

18

19 **Proposed Project**

Union, in consultation with the Windsor Detroit Bridge Authority, determined the preferred location for the Proposed Pipeline within the limits of the future municipal road allowance, located around the circumference of the proposed Plaza. A small portion of the pipeline to serve WWP will include an easement across the WWP property for connection to the existing customer station.

This location is preferred as the majority of the Proposed Pipeline will be located within the
 proposed City of Windsor road allowance.

3

For WWP, Union is proposing to remove approximately 1860 m of NPS 12 and replace this with 4 1470 m of NPS 12 that will operate at a MOP of 3450 kPag. The new pipeline will tie into the 5 existing NPS 12 approximately 150 m west of the intersection of Ojibway Parkway and Broadway 6 Street and will follow the proposed northerly road and connect to the existing customer station. In 7 order to minimize the length of the pipeline serving WWP, Union will construct a portion of the 8 Proposed Pipeline on land owned by WWP. Union has met with representatives of WWP and they 9 have agreed to provide Union with the required permanent and temporary land rights. The pipeline 10 serving WWP will decrease by approximately 390 metres for a final length of approximately 1470 11 metres. 12

13

For BBPS, Union is proposing to remove approximately 1500 m of NPS 16 and replace this with 15 1710 m of NPS 20 that will operate at a MOP of 3450 kPag. The new pipeline will tie into the 16 existing NPS 16 at a location approximately 150 m west of the intersection of Ojibway Parkway 17 and Broadway Street and will follow the proposed realignment of Broadway Street in a westerly 18 direction to the existing customer station. The pipeline route for BBPS increases the length of the 19 pipeline by 210 m for a final length of 1710 m. There was no opportunity to shorten the length of 20 the proposed pipeline.

1	After discussing the construction and land requirements for the Plaza with WDBA, it was
2	established that the location and sizes of the Proposed Pipeline will ensure that the contractual
3	minimum delivery pressure requirement for BBPS is maintained.
4	
5	The Project will also include the construction of launcher and receiver facilities to allow for future
6	in line inspection of all pipelines.
7	
8	No new land rights are required for the construction of the Receiver stations, for the construction of
9	the new Launcher facilities Union will need to expand the Weaver Street Valve Site, located on the
10	corner of Ojibway Parkway and Weaver Street, as set out in Schedule 3. Union has commenced
11	discussions with the City of Windsor and they have not objected to granting Union the requested
12	rights.
13	
14	Facility Alternatives
15	The pipeline serving WWP will be replaced size for size. The proposed pipeline is 390 m shorter in
16	length than the existing pipeline and will allow Union to deliver the required contracted minimum
17	delivery pressure to the customer. There is no alternative to this portion of the project.
18	
19	Due to increase pipeline length it is not possible to meet the pressure requirements of the BBPS by
20	maintaining the same size pipeline, NPS 16. Due to the short length of pipeline to be replaced the

21 preferred solution to maintaining pressure at BBPS is to increase the diameter of the pipeline. The 22 next standard pipeline size greater than NPS 16 is NPS 20. Therefore, Union is proposing to

replace the NPS 16 with NPS 20.

1 **Project Costs and Economics**

2 The estimated costs for the Project are \$14.25 MM. A detailed breakdown of these costs can be
3 found in Schedule 4.

4

A Discounted Cash Flow report has not been completed as the Project is underpinned by the
WDBA's relocation requirements.

7

8 Design and Construction

9 The Proposed Pipeline will have a MOP of 3450 kPa.

10

The design and pipe specifications are outlined in Schedule 5. All the design specifications are in accordance with the *Ontario Regulations 210/01* under the *Technical Standards and Safety Act 2000, Oil and Gas Pipeline Systems*. This is the regulation governing the installation of pipelines in the Province of Ontario.

15

To determine Class Location, CSA Z662-11 uses a classification system that takes into account land
 use and population density. The classifications are as follows:

18 1) Class 1 areas consist of 10 or fewer dwellings;

19 2) Class 2 areas consist of 11 to 45 dwellings, or a building occupied by 20 or more persons

- 20 during normal use such as playgrounds, recreational areas, or other places of public assembly
- 21 as well as industrial installations;
- 22 3) Class 3 areas consist of 46 or more dwellings.

1	4) Class 4 contains a prevalence of buildings intended for human occupancy with 4 or more
2	stories above ground.
3	
4	The Proposed Pipeline is designed to meet Class 3 location requirements. The actual current class
5	location of the area is Class 1 and 2.
6	
7	The proposed WWP portion of the pipeline will have an outside diameter of 323.9 mm and a wall
8	thickness of 7.1 mm. The pipe will have specified minimum yield strength of 359 MPa.
9	
10	The proposed BBPS portion of the pipeline will have an outside diameter of 508 mm and a wall
11	thickness of 9.5 mm. The pipe will have specified minimum yield strength of 414 MPa.
12	
13	The Proposed Pipeline will be hydrostatically tested in accordance with the Ontario Regulation
14	requirements.
15	
16	The minimum depth of cover will be in accordance with Clause 4.11 of the CSA Code Z662-11.
17	
18	The minimum depth of cover will be approximately 1.2 metres in accordance with policies.
19	
20	The Proposed Pipeline will be constructed using open cut trench installations including all road
21	crossings. Schedule 6 describes the General Techniques and Methods of Construction that will be
22	employed in the construction of the Proposed Pipeline. This schedule details the following
23	activities; clearing, stringing of pipe, trenching, welding, backfilling and clean up.

The existing pipeline will either be removed or abandoned in place. The pipeline will be abandoned in place according to the TSSA guidelines which can be found at Schedule 7. The pipeline abandoned in place will be grouted after the new pipeline has been installed and commissioned. The pipeline is to be removed according to Union's Standards Practice for pipeline removal. The Proposed Pipeline will be installed in newly acquired easements.

7

8 Schedule 8 indicates that construction will commence in Spring 2016 and be completed by the
9 beginning of Fall 2016 including commissioning.

10

11 Landowners

12 Union has met and currently finalizing agreements with WDBA and West Windsor Power

13 ("WWP"), two of the landowners along the route. Union is currently in discussions with the

14 remaining three directly affected landowners.

15

16 Union requires permanent and temporary land rights from both WDBA and WWP, along with

17 temporary land rights from the remaining directly affected landowners.

18

Union's form of easement is attached in Schedule 9 this form will be offered to all new landowners where permanent easements are required. This easement covers the installation, operation and maintenance of one pipeline. The main restrictions imposed upon the individual landowner by having the easement is that the landowner cannot erect buildings or privacy fencing in the easement. In addition, the landowner cannot excavate on the easement and install structures which would

1	impede access to Union's pipeline. The landowner can, however, install service pipe or utility
2	service pipe lines or develop the easement into the 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. Union will offer a form of Temporary Land Use Agreement
8	form previously provided to the Board and utilized by Union in the past on similar pipeline projects.
9	
10	Schedule 10 is an aerial photo that shows the running line and the land rights required for the
11	Proposed Pipeline.
12	
13	Schedule 11 is a table that identifies the land rights Union will require for the construction of the
14	Proposed Pipeline.
15	
16	At the conclusion of construction, Union will seek a Release Agreement from the affected
17	landowner. This Release Agreement will include compensation for any damages caused or
18	attributed to the Project.
19	
20	Environmental
21	An ER for the Project was completed by Neegan Burnside Limited. The ER was prepared in
22	accordance with the Board's document "Environmental Guidelines for the Location, Construction
23	and Operation of Hydrocarbon Pipelines in Ontario" (2011). A copy of the ER can be found at

24 Schedule 12.

The majority of the Proposed Pipeline will be located within lands that have been screened and subject to the Environmental Assessment for the DRIC Plaza with the exception of approximately 100 m located on the WWP lands. The route for the Proposed Pipeline was determined through negotiation with the Windsor Detroit Bridge Authority and WWP, therefore a full route selection was not completed.

7

The ER has been forwarded for review to the Ontario Pipeline Coordination Committee ("OPCC") July 29, 2015 and the OPCC comments can be found at Schedule 13. Copies of the ER were also forwarded to the municipality, Essex Region Conservation Authority and First Nations and Métis Nation of Ontario. Comments will be filed once the review is complete.

12

Union has discussed Environmental and Species at Risk plans with the Windsor Detroit Bridge Authority, Environment Canada, Ministry of Natural Resources, and the City of Windsor and will continue to work with them and Essex Region Conservation Authority throughout the project to secure any necessary permits. Union expects to obtain the necessary permits and authorizations prior to construction.

18

19 As part of the ER, Union's consultant has reviewed the mitigation plan included in the

20 Environmental Assessment for the DRIC Plaza. The results of the ER indicate that by following the

- 21 recommendation and mitigation measures identified in the ER that the environmental and socio-
- 22 economic effects associated with construction are generally short-term in nature and minimal.

1	Union will implement a program dealing with environmental inspection. This program will ensure
2	that the recommendations in the ER and all permit conditions are followed.
2	
3	
4	First Nation and Métis Nation
5	Union has a long standing practice of consulting with Métis and First Nations, and has programs in
6	place to ensure they are aware of Union's projects and have the opportunity to participate in both
7	the planning and construction phases of the Project.
8	
9	Union has an extensive data base and knowledge of First Nations and Métis organizations in
10	Ontario and consults with the Tribal organizations and the data bases of the Ministry of Natural
11	Resources, Ministry of Aboriginal Affairs, and Aboriginal Affairs and Northern Development
12	Canada to ensure consultation is carried out with the most appropriate groups.
13	
14	Union has signed a General Relationship Agreement with the Métis Nation of Ontario which
15	describes Union's commitments to the Métis when planning and constructing pipeline projects.
16	
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23	

June 22, 2015	Emailed Mr. Aly N. Alibhai and Ms. Joanne Meyer of the Metis Nation
June 22, 2015	Emailed Chief Peters and Ms. Robin King of Delaware Nation
June 22, 2015	Emailed Chief Joe Miskokomon and Ms. Roland Elijah of the COTTFN
June 22, 2015	Emailed Chief Louise Hillier
June 22, 2015	Emailed Chief Roger Thomas of Munsee-Delaware
June 22, 2015	Emailed Chief Sheri Doxtator of Oneida
June 22, 2015	Emailed Chief Dan Miskokomon and Mr. Dean Jacobs of Walpole Island First Nations
June 22, 2015	Emailed Chief Tom Brussette and Ms. Lorraine George of Kettle Point

1 The following First Nations and Métis were notified by letter regarding the Project.

2

Copies of the correspondence that were sent to the First Nations and Métis Nation can be found in
Schedule 14.

5

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

8

9 Upon completion of the necessary archaeological assessments for the Project, Union will make

available the assessment to any First Nations or Métis Nation that request a copy and will undertake

any construction in accordance with any mitigation measures recommended in the assessments.

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





EB-2015-0366 Schedule 2 Page 1 of 2

February 25, 2015

Paul Rietdyk Vice President of Engineering Construction and STO Union Gas P.O. Box 2001 50 Keil Drive North Chatham, ON, N7M 5M1

Dear Paul,

The Windsor-Detroit Bridge Authority (WDBA) continues to make tremendous progress in advancing the New International Trade Crossing (NITC) / Detroit River International Crossing (DRIC) project toward full implementation. The WDBA, working with its partners in Canada and the United States, is assembling the necessary support groups and establishing processes and structures to carry out its mandate.

As a first step in implementing the project, the WDBA Early Works group needs you as Utility Owners to carry out Design activities that are necessary for this project. Relocation and/or abandonment of existing utilities and construction of new utilities to service the users are critical to the sequencing of different phases of the DRIC project. It is at this early stage that the WDBA requires your assistance to provide the necessary foundation upon which the next phases can be built. I am looking forward to continued cooperation with Utility Owners that may be impacted by this transportation project to address and resolve any potential conflict within the DRIC project footprint.

At the Monthly Utility Coordination Meeting on December 12, 2014, I personally addressed the participants to confirm the DRIC project would be proceeding under our mandate as the WDBA. I also reiterated WDBA commitment to reimburse the Utility Owners for costs directly associated with and in support of the DRIC project.

This communication is to confirm our commitment to reimburse Utility Owners for Pre-Design and Design services before a formal Agreement can be finalized. We are currently developing an Agreement document for services provide by Utility Owners to WDBA. The Agreement will outline the process, the roles and responsibilities and the scope of work for delivery of services including reimbursement of costs. It is our intention to share a draft Agreement for your review in the next few weeks.

As reassurance of reimbursement of your costs, I would ask that you submit your Pre-Design costs up to December 31, 2014, for inclusion in the final Agreement for payment. Mr. Mongeau will outline the format and specific Utility Owners that qualify for reimbursement costs up to this date. As well, I would ask that you provide an estimate of your expected cost for the Design of your utilities relocation up to a point where it would be ready to tender for construction. This estimate will also be embedded in the final Agreement for payment.

In the meantime, I would ask that you proceed in advancing the Design portion of your work in accordance with requests by our Director of Early Works, Mr. Mongeau.

Canada



EB-2015-0366 Schedule 2 Page 2 of 2

I thank you for your support and efforts at this early stage of this most important project.

Sincerely,

U

Michael Cautillo Windsor-Detroit Bridge Authority President and CEO 100 Ouellette Ave., Suite 300 Windsor, ON, N9A 6T3

cc. Andrea Winters, Engineering Construction, Union Gas

UNION GAS LIMITED

EB-2015-0366 Schedule 3 Page 1 of 1

Property Sketch Showing Approximate Location of Proposed Permanent Pipeline Easement within PT BLK G PL 927 OJIBWAY PTS 33 TO 40 12R8982; SURFACE RIGHTS ONLY; S/T R298251, R640139, R683014, R800842; WINDSOR



								C	3	1		
OWNER:	THE COR THE CITY	POR# OF	ation Wind	OF SOR;						5.0 m SCALI	10.0 Hetres E 1:500	20.0
	APPROX. SIZE	(met	res)	APPROX	. AREA			APPROX. SIZE	E (met	res)	APPRO>	K. AREA
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TOTAL ESTIMATE PIPELINE COSTS

NPS 20 Panhandle for Brighton Beach Station NPS12 Panhandle for West Windsor Power Station

Total Estimated Pipeline Capital Costs – 2016 Construction	<u>\$14,250,000</u>
Environmental and Land Costs	\$750,000
Project Management, Design, Installation Labour	\$2,700,000
Materials	\$2,300,000
Prime Contractor Installation	\$8,500,000

Panhandle Relocation Project/ West Windsor Power and Brighton Beach Power Pipelines

DESIGN AND PIPE SPECIFICATIONS

Design Specifications: NPS 12, 20

Class Location (existing)	-	Class 1, 2
Design Class Location	-	Class 3
Design Factor	-	0.8
Location Factor (General)	-	0.7
Location Factor (Roads/Railways)	-	0.625
Location Factor (Stations)	-	0.625
Maximum Design Pressure	-	6040 kPa
Maximum Operating Pressure (MO	P)-	3450 kPa
Test Medium	-	Water
Test Pressure	-	8456 kPa
Valves/Fittings	-	PN 100
Minimum Depth of Cover	-	1.2 m

Pipe Specifications:

Size	-	NPS-12
Outside Diameter	-	323.9 mm
Wall Thickness	-	7.1 mm
Grade	-	359 MPa
Туре	-	ERW
Description	-	C.S.A. Standard Z245.1-14
Category	-	Cat. I, M5C
Coating	-	Fusion Bond Epoxy
% SMYS	-	22% (MOP)
Size	-	NPS-20
Size Outside Diameter	-	NPS-20 508 mm
Size Outside Diameter Wall Thickness	- -	NPS-20 508 mm 9.5 mm
Size Outside Diameter Wall Thickness Grade	- - -	NPS-20 508 mm 9.5 mm 414 MPa
Size Outside Diameter Wall Thickness Grade Type	- - -	NPS-20 508 mm 9.5 mm 414 MPa ERW or DSAW
Size Outside Diameter Wall Thickness Grade Type Description		NPS-20 508 mm 9.5 mm 414 MPa ERW or DSAW C.S.A. Standard Z245.1-14
Size Outside Diameter Wall Thickness Grade Type Description Category		NPS-20 508 mm 9.5 mm 414 MPa ERW or DSAW C.S.A. Standard Z245.1-14 Cat. I, M5C
Size Outside Diameter Wall Thickness Grade Type Description Category Coating		NPS-20 508 mm 9.5 mm 414 MPa ERW or DSAW C.S.A. Standard Z245.1-14 Cat. I, M5C Fusion Bond Epoxy

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. Within the perimeter access road ("PAR") property and plaza property, Windsor-Detroit Bridge Authority ("WDBA") through Transport Canada has previously removed all vegetation in previous years. Based on the results of our environmental screening Union Gas will work within the additional areas to complete tree removals as required within approved timing windows.
- 4. The contractor's clearing crew braces and cuts all fences crossing the easement and installs any required temporary gates or temporary fencing. This crew clears small brush and crops on the easement and temporary working areas.
- 5. The grading crew constructs approaches through road and 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. Overall final grading is the responsibility of the WDBA general contractor.
- 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. It is

expected that security guards will also be present at the perimeter of the project throughout construction through the WDBA general contractor contract.

- 7. The trench is excavated and spoil material is placed onto the easement, separate from the topsoil. Existing mains will remain active throughout the completion of the new pipeline construction.
- 8. Once the new pipeline is in service, the existing pipe can be abandoned in place. The abandoned sections are capped and filled with grout, a low density concrete. Sections of the pipe may be removed by other parties in the future as part of the ongoing construction of the border plaza complex following our construction.
- 9. The stringing crew then lays pipe on wooden skids on the working side of the easement adjacent to the proposed trench area.
- 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. All utilities that will be crossed or paralleled closely by the pipeline will be located prior to trenching.
- 11. Concurrent to trenching, the contractor will have separate crews to install the pipe at road 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.
- 12. Next, the pipe between roads, and stages of construction of each main 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.
- 13. The tie-in crew is responsible for the installation of pipe across accesses and laneways.

- 14. The pipe is filled with water and hydrostatically tested to prove its integrity. The test water is then removed and the line dried, before connections are completed and the pipeline is put into service. A post-construction inline inspection will be conducted on the pipe after it has been put into service.
- 15. The clean-up crew is the last crew on the property. The clean-up crew will repair fences, pick up debris, and complete site clean up and restoration to a leval satisfactory to WDBA and their general contractor.
- 16. When the clean-up is completed, a meeting will take place to confirm the state of the site is acceptable to both parties, prior to the official release of the site.



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?

PANHANDLE RELOCATION PROJECT CONSTRUCTION SCHEDULE

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EB-2015-0366 Schedule 8 Page 1 of 1



Between

PIPELINE EASEMENT

(the "Easement")

(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:

- TWO Dollars (\$2.00) of lawful money of Canada (hereinafter 1. In consideration of the sum of 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 said 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)

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 Manager, Land Services, Lands Department of Union Gas Limited, the Transferee in the attached Grant of Easement and as such have knowledge of the matters herein deposed 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.



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	225 Dougall Avenue, Windsor, Ontario N9A 4P3	2, 12R12384, City of Windsor							commerce Court West, Loronto, Untario MDL 1A9
5	Her Majesty the Queen in Right of Canada Transport Canada, Windsor Detroit Bridge Project, Tower C-Floor 19, 33 Sparks Street, Ottawa, ON K1A 0N5	PIN 01570-0228 Pt Lt 57 and 58, Conc 1, Sandwich West, being Pt 1, 12R-26124, City of Windsor	2.84(IRR.)	3.0	0.001	5.22(IRR.)).47(IRR.)	6.0 0.65 C	0.001	
ς,	Her Majesty the Queen in Right of Ontario The Hydro Electric Power Commission of Ontario	PIN 01570-0193 Pt Lt 57, Conc 1, Sandwich West, Pts 1, 2 & 3, 12R6841, City of Windsor	51.93	3.0	0.02	51.93 51.93	3.0 6.0	0.02	
4	Nemak of Canada Corporation	PIN 01570-0226				342.61	6.0	0.21	The Windsor Utilities Commission - Hydro Division O Box 1607, Windsor, ON N9A 6S1
	6500 Cantelon Dr., Windsor, Ontario N9A 6X8	Pt Lt 56, Conc 1, Sandwich West, Pt. 1 12R11093, City of Windsor				362.40	3.0	0.11	The Corporation of the City of Windsor (E) 50 City Hall Square West, Windsor ON N9A 6S1
2V	Her Majesty the Queen in Right of Canada Transport Canada, Tower C, Place de Ville, 330 Sparks St., Ottawa, ON K1A 0N5	PIN 01268-0290 Lts 1-35, 114-169, 175-214, 291-339, 350-387, 388- 519, 528-724, 733-738, Plan 688, Sandwich West and various Blks and Alleys	887.18	3.0	0.27	531.51 887.18	6.0 3.0	0.32 0.27	
6	Her Majesty the Queen in Right of Canada Transport Canada, Tower C, Place de Ville, 330 Sparks St., Ottawa, ON K1A 0N5	PIN 01270-0366 Lts 1-182, 187-217, Plan 755, Pt Lt 54, Conc 1 and Pt Lts 183-186, various allevs, City of Windsor	733.56	3.0	0.22	711.91	9.0	0.64	
	Brighton Beach Power Ltd. 100 Chappus Street, Windsor, Ontario N9C 4J3	PIN 01553-0436 Pt Lts. 56 & 57, Conc 1, Sandwich West, Pts. 1, 2, 5, 7, 12R19751, City of Windsor				16.80	10.00	0.02	INY Trust Company of Canada (M) 101-4 King St. West, Toronto, ON M5H 1B6 Ontario Power Generation (E) 00 University Ave, Toronto, ON M5G 1X6

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NEEGANBURNSIDE

Detroit River International Crossing Pipeline Relocation Project: Environmental Report

Union Gas Limited Windsor, Ontario

Neegan Burnside Ltd. 292 Speedvale Avenue West Unit 20 Guelph ON N1H 1C4 CANADA

July 2015 300037154.0000

Distribution List

No. of Hard Copies	PDF	Email	Organization Name
1	Yes	Yes	Union Gas Limited

Neegan Burnside Ltd.

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Figures

Figure 1:	Property Sketch Showing Approximate Location of Proposed Permanent
	Pipeline Easement and Existing Pipeline Easement to be Surrendered within
	Lot 57 and Lot 58, Concession 1, City of Windsor

- Figure 2: Detroit River International Crossing, West Windsor Power, Proposed NPS 12 Pipeline (Prepared by Union Gas)
- Figure 3: Detroit River International Crossing, Brighton Beach Power, Proposed NPS 20 Pipeline (Prepared by Union Gas)

1.0 Introduction

Neegan Burnside Ltd. (Neegan Burnside) has been retained by Union Gas Limited (Union Gas) to prepare an Environmental Report (ER) for the proposed relocation of two existing Union Gas pipelines. The pipelines will be relocated within lands currently included in the Detroit River International Crossing Customs Plaza (DRIC Project Area) with the exception approximately 100 m of pipeline to be located on private land currently owned by West Windsor Power.

The study area of the DRIC project and ancillary work is generally delineated as Ojibway Parkway (east), Broadway Street (south), Detroit River (west) and Prospect Avenue (north).

2.0 Background Information

The following documents were reviewed and the findings are summarized in this report:

- DRIC Environmental Assessment (EA) Report (W. O. 04-33-002) completed by URS (dated December 2008);
- Windsor Gateway Plaza Perimeter Road Works Revision E3, prepared by Morrison Hershfield, (August 2012);
- Review of Archeological Information Completed to Date for DRIC prepared by unknown (July 2014);
- Permit under Section 73(1) of the Species at Risk Act for relocation of Dense Blazing Star and Willowleaf Aster;
- Road and utility realignments associated with study area;
- Property Sketch Showing Location of Proposed Permanent Pipeline Easement and Existing Pipeline Easement to be Surrendered (June 3, 2015);
- WDBA Early Works WDBA 2014-041, Book IX (component of Tender Package);
- Mitigation Plan for the Construction of the Detroit River International Crossing Project: Canadian Plaza Lands (March 31, 2015) prepared by AMEC Foster Wheeler;
- Current Early Construction Design Works, Utility Relocations (undated) prepared by Morrison Hershfield;
- Bridge to Strengthen Trade Act (Current to May 11, 2015); and,
- Draft Memorandum re: MNRF Screening for DRIC Plaza Site (dated May 21, 2015) prepared by Morrison Hershfield.

3.0 Description of Project

The EA provided an investigation of the binational project that was completed by URS on behalf of the Government of Canada, U.S. Department of Transportation (Federal Highway Administration), Government of Ontario and the Michigan Department of

Transportation. The project "represents an end-to-end border transportation system that connects the freeway systems in Canada and the United States with a new international border crossing that is served by border inspection facilities on both sides of the Detroit River. In Canada, the project is located in the City of Windsor and the Town of Lasalle and Town of Tecumseh, in the County of Essex in southwest Ontario. The United States portion of the project is located in the City of Detroit, in Wayne County, Michigan" (URS, 2009).

The construction of the bridge also requires the construction of an inspection plaza with inspection lanes, parking, toll collection lanes and stormwater management features. Realigned roads and new infrastructure require the creation and relocation of the natural gas (and other utility) easements to service the redesigned area adjacent to the border crossing plaza.

The implementation of the project is being managed by the Windsor-Detroit Bridge Authority (WDBA), a Crown Corporation, with the assistance of Transport Canada and consultants Morrison Hershfield.

The Bridge to Strengthen Trade Act (BSTA) was created specifically for this undertaking to exempt this development from being subject to the Fisheries Act, Species at Risk Act, Navigation Protection Act and the Port Authority Regulations. The exemption applies to lands currently owned by Transport Canada and those to be acquired by Transport Canada to accommodate the development.

Lands within the BSTA boundary that are not federally owned are subject provincial policies, including the Ontario Species at Risk Act. Lands outside the BSTA boundary are subject to the above Acts and Regulations as well as provincial policies. Morrison Hershfield has been communicating with agencies such as MNRF to advise them of the proposed work required to construct the bridge, roads and ancillary infrastructure and services, including the Union Gas utility relocations within and outside BSTA lands. Currently, a combined approach to MNRF approval is being investigated for all supporting utility relocates outside of the BSTA but MNRF is currently reviewing their legal framework for accommodating this approach is being reviewed internally.

For the purposes of this Environmental Repot report the proposed development was reviewed in two parts:

1. The proposed relocation of the NPS 12 gas pipeline will occur within the DRIC Project Area, approximately paralleling the proposed Northeast Service Road on the east portion of the WDBA lands (see Figure 2). Also, there is a proposed relocation and upsizing, NPS 16 to NPS 20, of the gas pipeline that will extend from the existing Brighton Beach Power site within the DRIC Project Area, approximately paralleling the proposed Northwest Service Road, and will connect to the relocated easement south of Broadway Street (see Figure 3). Realigned roads are referred to collectively as the Perimeter Access Route (PAR) roads

 The relocation of an NPS 12 gas pipeline within property owned by West Windsor Power (Figure) to connect to West Windsor Power with the NPS 12 gas pipeline relocated approximately paralleling the Northeast Service Road within DRIC lands (see part 1).

This current report provides a review of the data and analysis of the impacts of the proposed development on the natural environment. Review of EA was complemented and scoped field assessment was carried out for the lands included in the DRIC project (part 1 of development). Site specific investigation was completed for the West Windsor Power Property (part 2 of development).

First Nations communities were consulted regarding the development and were invited to review existing conditions and fieldwork on the West Windsor Power property. Representatives of the Chippewas of the Thames and Caldwell First Nations were in attendance. A representative from Aamjiwnaang First Nation was not able to attend. All natural heritage data collected by Burnside will be provided to these three communities.

4.0 Summary of Findings

4.1 Background Information (Physical and Natural Heritage)

The topography throughout the study area is generally flat and has been subject to disturbance impacts due to the construction of roads and grading and landscaping for the businesses.

The soils of the subject area are identified as Burford Loam which is characterized as follows (as per 1947 Essex County soils mapping):

- Brown gravelly loam over reddish brown clay loam then grey stratified sand and gravel with many cobblestones;
- Undulating to rolling topography;
- Good natural drainage; and,
- Slightly alkaline to slightly acid.

The Ecological Land Classification (ELC) of the vegetation communities completed by LGL Limited as a component of the EA. A summary of the findings is provided below.

4.1.1 DRIC Project Area

The majority of the lands within the DRIC project area are cultural in origin and have been influenced by the land clearing that has been carried out to accommodate residential and industrial land use. These communities are classified as Dry – Moist Old

Field Meadow (CUM1-1), Mineral Cultural Savannah (CUS1) and Mineral Cultural Woodland (CUW1). Mineral Meadow Marsh (MAM2) dominated by Common Reed is also found in this area. There are two Fresh – Moist Tallgrass Prairie (TPO2-1) communities found within the DRIC project area, identified as 'Moderate Quality' communities relative to the 'Low Quality' cultural communities and 'High Quality' Tallgrass Woodlands found east of Ojibway Parkway.

Lands south of Broadway Street contain the same cultural communities as well as natural communities including Fresh – Moist Black Walnut Lowland Deciduous Forest (FOD7-4), Dry – Fresh Deciduous Forest (FOD4) and Forb Mineral Meadow Marsh (MAM2-10).

4.1.2 West Windsor Power Property

LGL identified this area as BBA22 CUM1-1 within the LGL data and mapping. This site is identified as CUM1-1 Dry – Moist Old Field Meadow with the following characteristics:

- Tree and shrub cover <25%;
- Parent mineral material or mineral soils;
- This community can occur on a wide range of soil moisture regimes (Dry-Moist); and,
- Pioneer age resulting from, or maintained by, anthropogenic-based influences.

A mix of introduced and native early successional groundlayer species dominates the community.

A Mineral Meadow Marsh (MAM2) was mapped on the property immediately to the east. The characteristics of this community can be summarized as follows:

- Seasonally flooded and dominated by emergent hydrophtyic macrophytes;
- Represents the wetland terrestrial interface;
- Tree and shrub cover <=25%;
- Mineral soil, dominated by Common Reed; and,
- Pioneer age.

This community has been generally characterized with other MAM2 communities as being dominated in the canopy layer by Common Reed (*Phragmites australis*), a non-native species.

4.2 Natural Heritage Field Investigation

Investigation of the site conditions were completed by a Neegan Burnside biologist on May 14, 2015 in order to confirm natural feature background mapping, identify potential presence of SAR or their habitat, and complete an amphibian survey. Additional field investigations were completed on June 10 and 11 to carry out amphibian and breeding bird surveys. A final field investigation was completed on July 8 to complete the second breeding bird survey, summer botanical inventory and tour the site with First Nations monitors.

4.2.1 DRIC Project Area

Areas north of Broadway Street that are currently owned by Transport Canada have been cleared of woody vegetation. The lands are being managed by Transport Canada through mowing to prevent woody regeneration and establishment of new populations of SAR. The proposed work by Union is located entirely on lands north of Broadway Street.

Lands south of Broadway Street comprise a portion of the Ojibway Prairie Complex named Black Oak Heritage Park. The City of Windsor owns and manages this area, as well as Ojibway Park, Tallgrass Prairie Heritage Park and the Spring Garden Natural Area that are east of the site. The Ontario Provincial Nature Reserve (owned by the MNRF) is adjacent to these other four areas and all five are collectively designated as the Ojibway Prairie Remnants Area of Natural and Scientific Interest (ANSI). Lands south of Broadway Street were reviewed from the road during the May 14, 2015 site visit. A single line of immature to mid-aged trees, including a number of native and none native species, were documented on the south side of the drain. Meadow vegetation associated within the Nature Reserve was seen beyond the line of trees. Union Gas is not proposing works south of Broadway Street.

4.2.2 West Windsor Power Property

The site has been disturbed through grading, dumping of yard waste and fill stockpile. The north, east and south limits of the site have been graded to create swales that drain the property. Common Reed (Phragmites australis) is found in the swales along all three edges of the site. The south swale also contains dense Grey Dogwood (*Cornus* racemosa) and Common Buckthorn (*Rhamnus cathartica*). The north swale contains almost exclusively Common Reed. The east swale is open with little vegetation where Eastern Cottonwood (Populus deltoides ssp. deltoides) and Manitoba Maple (Acer negundo) shade the area. The west limit of the site includes a swale within the Sandwich Street right of way. The interior of the site is dominated by cool season grasses and Common Reed, with common early successional forbs. Typical meadow species such as Canada Goldenrod and Clasping-leaved Hemp Dogbane are found with less common species such as Ironweed (Vernonia altissima) and Virginia Mountain-mint (Pycnanthemum virginianum). A disturbed area with gate access through the West Windsor Power station is located near the northwest corner of the site and most fill and debris piles are found around the perimeter of this area. Also, two clusters of immature Cottonwood are located at the west limit of the site.

RJB ecologists completed two amphibian surveys in May and June according to the Marsh Monitoring Protocol (Bird Studies Canada, 2009) and documented no amphibians calling. The breeding bird surveys documented 27 bird species, all common and well

distributed within the local and regional areas. These species were recorded displaying breeding/territorial behaviour or as flyovers. Incidental wildlife observations outside of these formal surveys identified a wood frog calling, eastern gartersnake observation and white-tailed deer trails.

Recent ecological site investigations being completed by AMEC Foster Wheeler on the proposed plaza lands to be acquired by the WDBA (between West Windsor Power and the hydro corridor). These investigations have found some evidence of vascular plant species that are indicators of tallgrass prairie and the confirmed presence of 3 bird nests. Transport Canada is proposing to release AMEC's ecological data of this area to Union Gas following the field season (anticipated fall 2015). Field assessments by Neegan Burnside staff will look to determine the presence of the prairie habitat within the proposed easements and on immediately adjacent lands.

4.3 Archaeology & Cultural Resources Background Information

4.3.1 DRIC Project Area

The background literature search completed by Archaeological Services Inc. identified lands between Sandwich Street and the Detroit River, from McKee Road to south of the project area, comprises the historic 1749 French Settlement.

Analysis of lands within this settlement area and beyond was completed through visual survey, pedestrian survey, judgmental test pit and test pit survey, where Permission to Enter was granted.

The archeological study component of the EA identified 3 locations (BHF 15-17) north of Broadway Street that contain a small concentration of nineteenth and twentieth century cultural heritage resources (houses). Adjacent to these sites is a location identified as a Cultural Landscape Unit (CLU #1) that represents an unconfirmed oral report of a tunnel used as part of the underground railway.

4.3.2 West Windsor Power Property

Stantec Consulting Ltd. will prepare the archeological studies and reports for the Ministry of Tourism, Culture and Sport. Exhibit 5 of the Practical Alternatives Evaluation Working Paper – Archaeology (revised April 2008) prepared by Archaeological Services Inc. identifies this site as 'No Potential – Disturbed' for archaeological potential.

5.0 Description of Proposed Work

5.1 DRIC Project Area

The installation of the pipelines through the DRIC areas north of Broadway Street will also be carried out through open trench excavation. All areas will be cleared and graded by WDBA's contractors prior to Union Gas carrying out work. This work includes all realigned roads identified as the Perimeter Access Route (PAR) roads and development south of Broadway Street.

5.2 West Windsor Power Property

Installation of pipeline will be carried out through open trench excavation within the permanent easement (Figure 1). Access, parking and construction activities will take place and be supported in the temporary easements. The existing pipeline along the existing easement will be abandoned and left in place.

Access will occur from Sandwich Street, using an existing driveway to cross the drainage ditch within the right-of-way. A designated path has been selected for construction access to minimize disturbance to the property. Vegetation throughout the easement, access and stockpile areas will be cleared to facilitate use of the area. A mitigation plan will be designed and implemented to compensate for the removed vegetation and provide enhancement of the existing features.

6.0 Potential Impacts and Proposed Mitigation

The following section outlines anticipated impacts that may result from the proposed development. Mitigation measures to avoid, minimize or compensate for potential impacts have also been provided.

6.1 Impacts and Mitigation to Vegetation

6.1.1 Potential Impacts

6.1.1.1 DRIC Project Area

Removal of vegetation within the DRIC project area has been fully documented and no additional removal is expected to occur to accommodate the realigned gas pipelines. Removal of vegetation to accommodate site work is the responsibility of the WDBA.

6.1.1.2 West Windsor Power Property

Vegetation removal and select removal of trees and shrubs will be required to accommodate the open cut installation of the new pipeline. Disturbed soils may be recolonized by weedy species following construction.

6.1.2 Recommended Mitigation

6.1.2.1 DRIC Project Area

Mitigation measures for lands within the road and gas pipeline realignment area are detailed in the DRIC documents. Appendix B: Recommended Plan - Landscape Plan of the 2008 EA illustrates that different landscape treatments for stormwater, screening, roadside, gateway and ecological restoration, protection and enhancement are scheduled for implementation. Impacts from pipeline relocation will be mitigated through the DRIC proposed landscape work by the WDBA. Union Gas will follow and/or comply with mitigation requirements identified by the WDBA.

6.1.2.2 West Windsor Power Property

Delineation of the workzone through silt fence or other means is recommended to reduce collateral impacts to vegetation on adjacent lands. Reinstatement of the impacted area with topsoil and a seed mix of native grasses and wildflowers is recommended.

6.2 Impacts and Mitigation to Adjacent Lands

6.2.1 Potential Impacts

6.2.1.1 DRIC Project Area

Impacts to lands adjacent to the DRIC area are discussed within the EA.

6.2.1.2 West Windsor Power Property

Installation of a pipeline within will occur immediately adjacent to the Mineral Meadow Marsh. Localized drying of wetland soils may result due to excavation against the edge of the marsh.

6.2.2 Recommended Mitigation

6.2.2.1 DRIC Project Area

Mitigation of impacts to lands adjacent to the DRIC area is the responsibility of the WDBA. Union Gas will follow and/or comply with mitigation requirements identified by the WDBA.

6.2.2.2 West Windsor Power Property

These impacts are anticipated to be minor and short-term if excavation, pipe installation and reinstatement of the soils are completed within one week. The vascular plant species that comprise the Mineral Meadow Marsh, as identified in the EA, are facultative wetland species that are naturally subject to seasonal drying. No additional mitigation is recommended if work is completed within one week.

6.3 Impacts to Species of Conservation Concern

6.3.1 Potential Impacts

6.3.1.1 DRIC Project Area

Extensive studies of Species of Conservation Concern within the DRIC lands have been carried out and continue through summer 2015. The presence of SAR snakes (Butler's Gartersnake, Eastern Foxsnake), birds (Bank Swallow) and plants (Dense Blazing Star, Willowleaf Aster, Colicroot, Kentucky Coffee Tree, Dwarf Hackberry and Common Hop Tree) is being investigated by agents of WDBA.

6.3.1.2 West Windsor Power Property

No Species of Conservation Concern have been identified within the proposed easements and the disturbed conditions may indicate little support for them. Field investigations by Neegan Burnside staff will document presence or supporting habitat of Species of Conservation Concern.

6.3.2 Recommended Mitigation

6.3.2.1 DRIC Project Area

Mitigation and monitoring carried out within the DRIC lands are being carried out by agents of the WDBA. Union Gas will follow and/or comply with mitigation requirements identified by the WDBA. These measures are provided in the March 31, 2015 mitigation document prepared by Amec Foster Wheeler and are summarized as follows:

- SAR snakes: placement of cover boards within suitable habitat, capture and release into suitable habitat outside of the DRIC construction area, installation of exclusion fencing around the workzones and monitoring.
- SAR plants: surveys and vegetation mapping, relocation of individuals, collection of seed for propagation and monitoring.
- Bank Swallow: timing of work to avoid nesting period, preventative measures to prevent nesting within the construction areas.
- All contractors working within the DRIC lands will require training on identification of these species and measures to be taken by the contractor if a species is encountered.

6.3.2.2 West Windsor Power Property

Permits will be acquired to install exclusion fencing and capture and relocate any snakes found prior to or during construction. None of the plant SARs were identified onsite and Bank Swallow habitat is not supported onsite.

6.4 Impacts to Wildlife and Wildlife Habitat

6.4.1 Potential Impacts

6.4.1.1 DRIC Project Area

Anticipated impacts to wildlife and their habitat are the responsibility of the WDBA and their agents. Union Gas will follow and/or comply with mitigation requirements identified by the WDBA.

6.4.1.2 West Windsor Power Property

Wildlife habitat may be destroyed or the quality diminished due to the proposed development. Removal of woody plant material may result in disruption of bird nests, contravening the Migratory Birds Convention Act (1994).

6.4.2 Recommended Mitigation

6.4.2.1 DRIC Project Area

Mitigation of impacts to wildlife and their habitat are the responsibility of the WDBA and their agents and will be completed as part of the DRIC development. Union Gas will follow and/or comply with mitigation requirements identified by the WDBA.

6.4.2.2 West Windsor Power Property

Removal of woody plant material within the proposed easements will be minimized and will only be felled and / or grubbed outside of the peak nesting periods for birds (i.e., late April to late July). All nests encountered during the construction period will be left undisturbed. A pre-construction nest survey may be completed to identify the presence of breeding birds, construction setbacks that are required (dependent on species) while the nest(s) is active depending on the timing of the development. Mitigation plans will be prepared that will include reinstatement of vegetation in disturbed areas through a combination of seeding and planting of native species of plants.

7.0 Conclusion

With the implementation of the recommended mitigation the environmental and socio-economic effects associated with the construction of the new natural gas pipeline south the West Windsor Power site are generally short-term and minimal.

The DRIC project being carried out by the WDBA, Transport Canada and their agents is a major undertaking with impacts to Species of Conservation Concern and their habitats as well as natural and cultural heritage areas. Significant study and mitigation planning has been incorporated into the project to minimize and compensate for these impacts.

8.0 References

Amec Foster Wheeler. March 31, 2015. *Plan that Includes All Measures to be Taken to Mitigate the Impact of Construction on the Species, Its Critical Habitat or the Residences of Its Individuals Under Section 9(1) of the Bridge to Strengthen Trade Act.*

Chapman L.J. and D.F. Putnam, 1984, The Physiography of Southern Ontario.

Environment Canada. 2013. Migratory Birds Convention Act – Avoidance Guidelines. Accessed on August 5, 2013. Found online at: http://www.ec.gc.ca/paom-itmb/default.asp?lang=En&n=AB36A082-1

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Marsh Monitoring Program Participant's Handbook: Getting Started. 2009 Edition. 13 pages. Published by Bird Studies Canada in cooperation with Environment Canada and the U.S. Environmental Protection Agency. February 2009.

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Migratory Birds Convention Act (MBCA 1994). Obtained online at: http://laws-lois.justice.gc.ca/eng/acts/M-7.01/page-1.html

Ontario Agricultural College Dept. of Soil Science and Soil Research Institute (Canada), 1947, <u>Soil map of Essex County, Ontario</u>: Ottawa, Experimental Farms Service, Soil survey report no. 11.

Ontario Breeding Bird Atlas, 2001. Guide for Participants. Atlas Management Board, Federation of Ontario Naturalists, Don Mills.

URS. December 2008. Environmental Assessment Report – W. O. 04-33-002. Detroit River International Crossing Study.

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NEEGANBURNSIDE

Figures

UNION GAS LIMITED

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Figure 1

Property Sketch Showing Approximate Location of Proposed Permanent Pipeline Easement and Temporary Pipeline Easement within LOT 57 and LOT 58, CONCESSION 1, CITY OF WINDSOR (GEOGRAPHIC TOWNSIP OF SANDWICH WEST)



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OPCC Review Summary 2015

Detroit International River Crossing Project

AGENCY	COMMENT	RESPONSE
Letter received by Ryan Park	Indicated the acknowledgement of the	Not required.
Union Gas Limited	Environmental Report and provided input	
October 13, 2015	on role of Essex Region Conservation	
Essex Region Conservation Authority	Authority.	
Mike Nelson		
Watershed Planner		
Email received by Ryan Park	Email and attached document identify	Not required. Sites are located outside of
Union Gas Limited	historic waste site near the Detroit River	Union Gas construction areas.
October 9, 2015	International Crossing.	
Ministry of the Environment and		
Climate Change		
Craig Newton		
Regional Environmental Planner /		
Email received by Ryan Park	Letter of acknowledgment and request for	Letter response provided with the requested
Union Gas Limited	additional information	information. Dated August 24, 2015.
August 4, 2015		
Technical Standards and Safety Authority		No further action required.
Oscar Alonso		
Fuels Safety Engineer		



360 Fairview Avenue West, Suite 311, Essex, ON, Canada, N8M 1Y6 | P 519-776-5209 | F 519-776-8688 | erca.org | ourgreenlegacy.org

Partner Municipalities	Ryan Park Senior Environmental Planner
Town of Amherstburg	Union Gas Limited
Town of Essex	750 Richmond Street
Town of Kingsville	Chatham ON N7M 515
Town of Lakeshore	
Town of LaSalle	October 13, 2015
Municipality of Learnington	RE: Union Gas Limited, Detroit River International Crossing Natural Gas
Township of Pelee	Pipeline Project.
Town of Tecumseh	
City of Windsor	Dear Mr. Park:
	We have received and reviewed the notice and submitted Environmental Report (ER), completed by Neegan Burnside Limited dated July 2015, for this project. Specifically, we understand that the proposed project would include the installation of 1460 metres of NPS12 pipeline and 1790 metres of NPS20 pipeline in order to replace 1730 metres of NPS 12 and 1690 of NPS16 pipeline, respectively.
	The proposed activities are associated with the Detroit River International Crossing Project, which includes the construction of the Gordie Howe International Bridge and a border inspection plaza. The federal Ministry of Transport will be constructing the plaza on lands which is serviced by the Union Gas Panhandle Pipeline System, as well as pipelines which service Brighton Beach Power and West Windsor Power.
	We can comment that a portion of the proposed works appears to be located

Essex Region Conservation Authority

Member

located within the regulated watercourse of the Broadway Drain. Specifically, these lands are subject to Section 28 of the Conservation Authorities Act. An Application for Permit can be obtained at www.erca.org/permits. For more information about this process please contact our office directly or contact Cynthia Casagrande, Regulations Coordinator, 519-776-5209 ext.349 or via email at ccasagrande@erca.org.

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October 13, 2015 Mr. Ryan Park Union Gas Limited

Our office has been involved in providing input and review of various aspects of the Detroit River International Crosing (DRIC) project. Based on the background information reviewed as part of the Environmental Report, specifically including the federal *Species At Risk Act* Permit and the draft MNRF Memorandum regarding the provincial *Endangered Species Act*, we would have no further comments on these matters of federal or provincial interest. Further, it is our understanding that the Bridge To Strengthen Trade Act (BSTA) will exempt activities that occur on federal lands from the federal *Fisheries Act, Species At Risk Act, Navigation Protection Act*, and the Port Authority Regulations.

Based on the information contained in the ER the mitigation measures identified in the Environmental Assessment, those identified as being required by the Windsor-Detroit Bridge Authority (WDBA), and others as imposed by the federal or provincial agencies. Based on this information, our office has no further comments; if there are further questions or comments please don't hesitate to contact me directly by phone 519-776-5209 ext.347 or e-mail <u>mnelson@erca.org</u>.

Sincerely,

Mile helon

Mike Nelson Watershed Planner /mn

Park, Ryan

From:	Newton, Craig (MOECC) <craig.newton@ontario.ca></craig.newton@ontario.ca>
Sent:	September-10-15 1:35 PM
To:	zora.Crnojacki@ontarioenergyboard.ca; Park, Ryan
Cc:	Lafrance, Crystal (MOECC); McCharles, Scott (MOECC)
Subject:	Union Gas Limited Detroit River International Crossing Natural Gas Pipeline Project
Attachments:	Union Gas Detroit River International Crossing Project.pdf; Historic Waste Sites Near
	Detroit River International Crossing - MOECC Waste Site Inventories.pdf

Dear Zora & Ryan:

I am writing to both of you today in response to the "undated" letter MOECC recently received from Union Gas (refer to attachment). Comments reportedly to be provided to the two of you by no later than September 25th, 2015.

In response, please take note of the attachment to this e-mail entitled "Historic Waste Sites Near Detroit International Crossing". This attachment brings to your attention, in case you were not already aware of them, three Historic Waste Sites situated in close proximity to Union Gas's proposed project. Specifically Waste Sites, X-6057, X-6058 and X-6061. The dates they were closed, their UTM coordinates, and approximate locations are also attached. This information was obtained from MOECC's June 1980 and June 1991 Waste Disposal Site Inventories.

MOECC is bringing these three historic waste sites to Union Gas's attention so that you are not only made aware of them, but can in turn make a determination as to what impact, if any, they will have on this proposed project, and what attenuation ./ mitigative measures, if any, are needed.

Yours truly,

Craig Newton Regional Environmental Planner / Regional EA Coordinator Ministry of the Environment & Climate Change Southwestern Region (519) 873-5014

WASTE DISPOSAL

JUNE 1991



Ministry of the Environment

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CLOSED WASTE SITE INVENTORY SOUTHWESTERN REGION

REGIONAL INVENTORY OF CLOSED WASTE DISPOSAL SITES REGION: SOUTHWESTERN

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REGIONAL INVENTORY OF CLOSED WASTE DISPOSAL SITES REGION: SOUTHWESTERN

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* Year\Month\Day unknown.

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COUNTY OF ESSEX, SITE LISTING

		5105	Colchester No. 9 8	adjacent to houses	1969	no	yes
		5106	Pelee Island 19t 30	adjacent to Lake Erie,, roadside site	1973	no	yes
		6052	Windsor Little River Road	300 m. to river, used by Ford	1950's	no	yes
		6055	Windsor Tecumseh Rd.	400 m. to developments	1973	yes?	yes
		6056	Windsor Malden Rd.	10 m. to drain, 200 m. to houses, industrial wastes	1973	yes?	yes
		6057	Windsor Russell St.	adjacent to Detroit River, fuel storage area on site	1956	no	yes
		6058	Windsor Sandwich St.	100 m. to tavern, Hydro property	1953	no	yes
		6059	Windsor Russell St.	adjacent to Detroit River opposite development	1952	no	yes
		6060	Windsor Little River Rd.	50 m. to Little River, 80 m. to house, odours reported	1967	no	yes
		6061	Windsor Russell St.	50 m. to Detroit River, house, open for clean fill	1955	no	yes
		6062	Windsor Dieppe Ave.	80 m. to Detroit River, mixed development on site, gas reported	1952	no	yes
		6063	Windsor Giles Blvd. E.	mixed development on site	1910?	no	*
		6064	Windsor Charles St.E.	30 m. to houses	1945	no	*
-	2	6065	Windsor Walker Rd.	adjacent to Amchem Products, lagoon reported on site	_?	no	*
		6066	Windsor E.C. Row Ave.E.	potential Ford Plant site	?	no	×

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14th Floor, Centre Tower 3300 Bloor Street West Toronto, Ontario Canada M8X 2X4 Tel.: 416.734.3300 Fax: 416.231.1626 Toll Free: 1.877.682.8772

www.tssa.org

August 4, 2015

Mr. Ryan Park, Senior Environmental Planner Union Gas Limited 750 Richmond Street, Chatham, ON N7M 5J5

Re: Detroit River International Crossing Natural Gas Pipeline Project

Dear Mr. Park,

This is in response to the Neegan Burnside Ltd. Environmental Report No. 300037154.0000 on the referenced project, dated July 2015.

In order to comment further on this document, we will appreciate to have the following information:

- a) Technical specifications for the proposed pipeline,
- b) If the new pipeline, apparently located in the vicinity of a plaza to be constructed, would meet the requirements of the clause 4.3.4.9 of the TSSA document FS-196-12 issued under the Ontario Regulation on Oil and Gas Pipeline Systems, which requires:

4.3.4.9 High consequence areas

4.3.4.9.1 Definitions

The following definitions apply to the remainder of clause 4.3.4:

Assessment means the use of testing techniques set out in this section to ascertain the condition of a covered pipeline segment.

Covered segment or **Covered pipeline segment** means a segment of oil or gas transmission pipeline located in a high consequence area. The terms "oil", "gas" and "transmission" are defined in O. Reg. 210/01. For the purpose of this document, transmission lines include only lines with an MOP of 30% or more of the SMYS.

High consequence area means

(a) for a gas transmission pipeline, an area defined as:
 (i) a Class 3 location under CSA Z662-11, Clause 4.3.3;

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(ii) a Class 4 location under Clause 4.3.3;

(iii) any area in a Class 1 or Class 2 location where the potential impact radius is greater than 200 metres and the area within the potential impact circle contains 20 or more buildings intended for human occupancy; or

(iv) any area in a Class 1 or Class 2 location where the potential impact circle contains an identified site; and

(b) for an oil pipeline, an area containing:

 a commercially navigable waterway, which means a waterway where a substantial likelihood of commercial navigation exists;

(ii) a high population area, which means an urbanized area, as defined and delineated by the latest Statistics Canada Census, that contains 50,000 or more people or has a population density of at least 385 people per square km;

(iii) an other populated area, which means a place, as defined and delineated by the latest Statistics Canada Census, that contains a concentrated population, such as an incorporated or unincorporated city, town, village, or other designated residential or commercial area; or

(iv) an unusually sensitive area, as defined in company's pipeline integrity management program.

Identified site means, for Class 1 and Class 2 locations, any of the following areas:

(a) an outside area or open structure that is occupied by 20 or more persons on at least 50 (not necessarily consecutive) days in any 12 month period. Examples include but are not limited to, beaches, playgrounds, recreational facilities, camping grounds, outdoor theaters, stadiums, recreational areas near a body of water, and areas outside a rural building such as a religious facility;

(b) a building that is occupied by 20 or more persons at least five (not necessarily consecutive) days a week for at least 10 (not necessarily consecutive) weeks in any 12 month period. Examples include, but are not limited to, religious facilities, office buildings, community centers, general stores, 4-H facilities, sporting and entertainment facilities; or

(c) a facility occupied by persons who are confined, are of impaired mobility, or would be difficult to evacuate. Examples include but are not limited to hospitals, prisons, schools, day-care facilities, retirement facilities and assisted-living facilities.

Potential impact circle, for natural gas or HVP pipelines systems, is a circle of radius equal to the potential impact radius (PIR).

Potential impact radius (PIR) means the radius of a circle within which the potential failure of a pipeline could have significant impact on people or property, determined by the following formula: r = 0.00313 times square root of (pd₂)

where:

r is the radius of the circular area surrounding the point of failure in metres (m)

p is the MOP of the pipeline in kPa

d is the nominal diameter of the pipeline in mm

NOTE: 0.00313 is the factor for natural gas based on conversion from a formula used in GRI-00/0189. This number will vary for other gases depending upon their heat of combustion. An operator transporting gas other than natural gas shall refer to ASME/ANSI B31.8 S for the formula to calculate the potential impact radius.

4.3.9.2 Identification of high consequence areas

(a) General. Operating companies shall identify which segments of its oil and gas transmission pipeline system are in high consequence areas. The operator must describe in its integrity management program the method used to establish high consequence areas, including the determination of the potential impact radius.

(b) Identified sites. The operator shall identify identified sites by

(i) using information the operator has obtained from routine operation and maintenance activities; and (ii) obtaining information about locations that are likely to meet the criteria for identified sites from public officials with safety or emergency response or planning responsibilities (such as officials from local emergency planning response agencies or from municipal planning departments).

(c) Identified sites – where public officials cannot assist. If the public officials mentioned above indicate that they do not have the necessary information or are otherwise unable to identify potential identified sites, the operator shall use the following methods, as appropriate, to identify potential identified sites:

(i) the presence of signs, public notices, flags or other markings that suggest that the area may become an identified site in the future; and

(ii) the existence of publicly available information, including online and at local land registry offices, that suggests the area may become an identified site in the future.

(d) Newly identified high consequence areas. When an operator obtains information suggesting that the area around a pipeline segment not previously identified as a high consequence area could constitute a high consequence area, the operator shall evaluate whether the area indeed constitutes a high consequence area. If the segment is determined to constitute a high consequence area, it must be incorporated into the operator's baseline assessment plan as a high consequence area within one year from the date the area is identified.

4.3.4.10 Operator's responsibility to implement this clause

4.3.4.10.1

An operator of a covered pipeline segment shall develop and follow a written program (part of the pipeline system integrity management program (IMP)) that contains all the elements described in the IMP and that addresses the risks on each covered transmission pipeline segment.

4.3.4.10.2 Implementation standards

An operator may use an equivalent standard or practice to a standard or practice required by clause 4.3.4 only when the operator demonstrates in its Integrity Management Program that the alternative standard or practice provides an equivalent level of safety to the public and property.

4.3.4.11 Risk assessment

The operator shall conduct a risk assessment that follows Annex B Guidelines for risk assessment of pipelines falling within the scope of CSA Z662-11 for each covered segment. The risk assessment shall include the high consequence areas and determine if additional preventive or mitigation measures are needed.

The operator shall prioritize the covered pipeline segments according to the risk.

4.3.4.12 Remediation

For each covered segment, the operator shall develop and establish measures to prevent or reduce the probability of an incident and to limit the potential consequences thereof. These measures shall include conducting a risk analysis of the pipeline segment to identify additional measures to enhance public safety or environmental protection. Such measures may include, but are not limited to:

(a) establishing shorter inspection intervals;

 (b) installing emergency flow restricting devices (remote operated valves, check valves and automatic shut off valves, as applicable);

(c) modifying the systems that monitor pressure or detect leaks, as applicable;

(d) providing additional training to personnel on response procedures;

(e) conducting drills with local emergency responders; and

(f) adopting other management controls.

Evacuation procedures shall take into consideration the PIR.

c) If the pipeline abandonment will be in compliance to the Pipeline Abandonment Checklist here attached

If you have any further questions, please call me.

Yours truly, Oscar Alonso, P. Eng

Fuels Safety Engineer Tel.: 416 734 3353 Fax. 416 231 7525 e-mail: <u>oalonso@tssa.org</u>

Attach.

c. Zora Crnojacki,
Coordinator, Ontario Pipeline Coordination Committee,
Ontario Energy Board,
2300 Yonge St., 26 Floor, Suite 2601
Toronto, ON M4P 1E4

L:\FSESB\Pipeline/Licensed Operators/Union Gas Limited Detroit International Crossing



PIPELINE ABANDONMENT CHECKLIST

PLANNING

- 1. Has subsidence been considered for pipelines having a diameter greater than 323.9 mm (12 inches)?
- Has the pipeline company notified the landowners and proper authorities (municipalities, MOE, MTO, MNR, etc.) of the abandonment?
- 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

- 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?

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August 24, 2015



Mr. Oscar Alonso, P.Eng. Fuels Safety Engineer 14th Floor, Centre Tower Toronto, Ontario M8X 2X4

SENT ELECTRONICALLY VIA EMAIL

Dear Mr. Alonso,

Subject: Detroit River International Crossing Natural Gas Pipeline Project Neegan Burnside Ltd. Environmental Report No. 300037154.0000

Further to the letter dated August 4, 2015 which was received, we have prepared the following response and attached documents for your consideration.

- a) Technical specifications have been prepared for the proposed pipeline and are as per the attached Schedule 5 for the upcoming OEB filing.
- b) As noted in Schedule 5, the new pipelines will be operated with a MOP below 30% SMYS. If in the future Union Gas Limited upgrades the MOP of this system such that it is operating above 30% SMYS this segment would be included within its Pipeline Integrity Management Program and HCA and other requirements would be considered at that time. Provisions have been made for this, which include:
 - Pipeline design will be for class 3 location
 - Pipeline installation will be at 1.2 m depth
 - Pipeline design will be piggable and launchers/receivers installed to allow for inline inspection
 - Pipelines will be covered under Union Gas Emergency Preparedness and Response Program
- c) The pipeline abandonment will be in compliance with the Pipeline Abandonment Checklist as supplied by the TSSA.

If you have further questions or requirements related to the technical design please do not hesitate to contact Mr. Taylor Jones at tjones@uniongas.com or via telephone at 519-436-4600 ext. 5002570 or via cell: 519-350-1336.

Yours Truly,

Mr. Ryan Park, Senior Environmental Planner

Cc: Zora Crnojacki, Coordinator, Ontario Pipeline Coordination Committee, Ontario Energy Board Mr. Taylor Jones, Pipeline Engineer, Union Gas

SCHEDULE 5 Detroit River International Crossing Relocation / West Windsor Power and Brighton Beach Power Pipelines

DESIGN AND PIPE SPECIFICATIONS

Design Specifications: NPS 12, 20

-	Class 1, 2
-	Class 3
-	0.8
-	0.700
-	0.625
-	0.625
-	6040 kPa
-	3450 kPa
-	Water
-	8456 kPa
-	PN 100
-	1.2 m

Pipe Specifications:

Size	-	NPS-12
Outside Diameter	-	323.9 mm
Wall Thickness	-	6.4 mm
Grade	-	414 MPa
Туре	-	ERW
Description	-	C.S.A. Standard Z245.1-14
Category	-	Cat. I, M5C
Coating	-	Fusion Bond Epoxy
% SMYS	-	21% (MOP)
Size	-	NPS-20
Size Outside Diameter	-	NPS-20 508 mm
Size Outside Diameter Wall Thickness	-	NPS-20 508 mm 9.5 mm
Size Outside Diameter Wall Thickness Grade	-	NPS-20 508 mm 9.5 mm 414 MPa
Size Outside Diameter Wall Thickness Grade Type		NPS-20 508 mm 9.5 mm 414 MPa ERW or DSAW
Size Outside Diameter Wall Thickness Grade Type Description		NPS-20 508 mm 9.5 mm 414 MPa ERW or DSAW C.S.A. Standard Z245.1-14
Size Outside Diameter Wall Thickness Grade Type Description Category		NPS-20 508 mm 9.5 mm 414 MPa ERW or DSAW C.S.A. Standard Z245.1-14 Cat. I, M5C
Size Outside Diameter Wall Thickness Grade Type Description Category Coating		NPS-20 508 mm 9.5 mm 414 MPa ERW or DSAW C.S.A. Standard Z245.1-14 Cat. I, M5C Fusion Bond Epoxy
Size Outside Diameter Wall Thickness Grade Type Description Category Coating % SMYS		NPS-20 508 mm 9.5 mm 414 MPa ERW or DSAW C.S.A. Standard Z245.1-14 Cat. I, M5C Fusion Bond Epoxy 22% (MOP)

Bechard, Shelley

From: Sent: To: Subject: Bonin, John June-22-15 10:13 AM Chief Dan Miskokomon; Dean Jacobs Detroit River International Crossing Project

Chief Miskokomon and Dean:

As part of the of the Detroit River International Crossing Project the Federal Ministry of Transportation will be constructing a border inspection plaza, the boundaries of which include a portion of the Union Gas Panhandle Pipeline System, as well as the pipelines which serve the Brighton Beach Power Station and the West Windsor Power Station.

In order to accommodate the construction of the plaza and to ensure that Union Gas has continual unimpeded access to this portion of the Panhandle Pipeline System, Transport Canada has requested that Union Gas relocate its pipelines within the Plaza area. Transport Canada has granted Union Gas the required land rights to relocate the pipeline in a new location, outside of the Plaza. We understand that this new location, will be granted to the City of Windsor and, the City of Windsor will include this land as part of a new roadway and will be subject to the provisions of the Franchise Agreement between Union and the City of Windsor.

Union Gas is proposing to construct approximately 1500 meters of 12-inch diameter steel natural gas pipeline and 1800 meters of 20-inch diameter steel natural gas pipeline in order to replace approximately 1700 meters of 12-inch diameter and 1700 metres of existing 16-inch diameter natural gas pipeline in the City of Windsor. The location of the proposed pipeline is shown on the attached maps. Union Gas will be applying to the Ontario Energy Board for approval to construct this replacement pipeline project.



Union Gas has hired an independent environmental consultant, Neegan Burnside to complete the necessary Environmental Report that is required to accommodate the schedule proposed by Transport Canada, Neegan has already completed the Avian Nesting survey. The breeding birds and summer botanicals survey will be completed during the week of **July 6 2015**.

Please advise me if you would like to have a meeting to discuss this project. Also, if you would like to have your Monitors participate in the upcoming surveys please advise me as soon as possible.

Thank you!

John Bonín Manager Economic Development First Nations and Metis Affairs Union Gas




From: Sent: To: Subject: Bonin, John June-22-15 10:14 AM Chief Chris Plain; Sharilyn Johnston Detroit River International Crossing Project

Chief Plain and Sharilyn:

As part of the of the Detroit River International Crossing Project the Federal Ministry of Transportation will be constructing a border inspection plaza, the boundaries of which include a portion of the Union Gas Panhandle Pipeline System, as well as the pipelines which serve the Brighton Beach Power Station and the West Windsor Power Station.

In order to accommodate the construction of the plaza and to ensure that Union Gas has continual unimpeded access to this portion of the Panhandle Pipeline System, Transport Canada has requested that Union Gas relocate its pipelines within the Plaza area. Transport Canada has granted Union Gas the required land rights to relocate the pipeline in a new location, outside of the Plaza. We understand that this new location, will be granted to the City of Windsor and, the City of Windsor will include this land as part of a new roadway and will be subject to the provisions of the Franchise Agreement between Union and the City of Windsor.

Union Gas is proposing to construct approximately 1500 meters of 12-inch diameter steel natural gas pipeline and 1800 meters of 20-inch diameter steel natural gas pipeline in order to replace approximately 1700 meters of 12-inch diameter and 1700 metres of existing 16-inch diameter natural gas pipeline in the City of Windsor. The location of the proposed pipeline is shown on the attached maps. Union Gas will be applying to the Ontario Energy Board for approval to construct this replacement pipeline project.



Union Gas has hired an independent environmental consultant, Neegan Burnside to complete the necessary Environmental Report that is required to accommodate the schedule proposed by Transport Canada, Neegan has already completed the Avian Nesting survey. The breeding birds and summer botanicals survey will be completed during the week of **July 6 2015**.

Please advise me if you would like to have a meeting to discuss this project. Also, if you would like to have your Monitors participate in the upcoming surveys please advise me as soon as possible.

Thank you!





From: Sent: To: Subject: Bonin, John June-22-15 10:15 AM Chief Tom Bressette; Lorraine George Detroit River International Crossing Project

Chief Bressette and Lorraine:

As part of the of the Detroit River International Crossing Project the Federal Ministry of Transportation will be constructing a border inspection plaza, the boundaries of which include a portion of the Union Gas Panhandle Pipeline System, as well as the pipelines which serve the Brighton Beach Power Station and the West Windsor Power Station.

In order to accommodate the construction of the plaza and to ensure that Union Gas has continual unimpeded access to this portion of the Panhandle Pipeline System, Transport Canada has requested that Union Gas relocate its pipelines within the Plaza area. Transport Canada has granted Union Gas the required land rights to relocate the pipeline in a new location, outside of the Plaza. We understand that this new location, will be granted to the City of Windsor and, the City of Windsor will include this land as part of a new roadway and will be subject to the provisions of the Franchise Agreement between Union and the City of Windsor.

Union Gas is proposing to construct approximately 1500 meters of 12-inch diameter steel natural gas pipeline and 1800 meters of 20-inch diameter steel natural gas pipeline in order to replace approximately 1700 meters of 12-inch diameter and 1700 metres of existing 16-inch diameter natural gas pipeline in the City of Windsor. The location of the proposed pipeline is shown on the attached maps. Union Gas will be applying to the Ontario Energy Board for approval to construct this replacement pipeline project.



Union Gas has hired an independent environmental consultant, Neegan Burnside to complete the necessary Environmental Report that is required to accommodate the schedule proposed by Transport Canada, Neegan has already completed the Avian Nesting survey. The breeding birds and summer botanicals survey will be completed during the week of **July 6 2015**.

Please advise me if you would like to have a meeting to discuss this project. Also, if you would like to have your Monitors participate in the upcoming surveys please advise me as soon as possible.

Thank you!





From: Sent: To: Subject: Bonin, John June-22-15 10:16 AM Aly Alibhai; Joanne Meyer Detroit River International Crossing Project

Aly and Joanne:

As part of the of the Detroit River International Crossing Project the Federal Ministry of Transportation will be constructing a border inspection plaza, the boundaries of which include a portion of the Union Gas Panhandle Pipeline System, as well as the pipelines which serve the Brighton Beach Power Station and the West Windsor Power Station.

In order to accommodate the construction of the plaza and to ensure that Union Gas has continual unimpeded access to this portion of the Panhandle Pipeline System, Transport Canada has requested that Union Gas relocate its pipelines within the Plaza area. Transport Canada has granted Union Gas the required land rights to relocate the pipeline in a new location, outside of the Plaza. We understand that this new location, will be granted to the City of Windsor and, the City of Windsor will include this land as part of a new roadway and will be subject to the provisions of the Franchise Agreement between Union and the City of Windsor.

Union Gas is proposing to construct approximately 1500 meters of 12-inch diameter steel natural gas pipeline and 1800 meters of 20-inch diameter steel natural gas pipeline in order to replace approximately 1700 meters of 12-inch diameter and 1700 metres of existing 16-inch diameter natural gas pipeline in the City of Windsor. The location of the proposed pipeline is shown on the attached maps. Union Gas will be applying to the Ontario Energy Board for approval to construct this replacement pipeline project.



Union Gas has hired an independent environmental consultant, Neegan Burnside to complete the necessary Environmental Report that is required to accommodate the schedule proposed by Transport Canada, Neegan has already completed the Avian Nesting survey. The breeding birds and summer botanicals survey will be completed during the week of **July 6 2015**.

Please advise me if you would like to have a meeting to discuss this project.

Thank you!





From: Sent: To: Subject: Bonin, John June-22-15 10:18 AM Chief Gregory Peters ; Robin King Detroit River International Crossing Project

Chief Peters and Robin:

As part of the of the Detroit River International Crossing Project the Federal Ministry of Transportation will be constructing a border inspection plaza, the boundaries of which include a portion of the Union Gas Panhandle Pipeline System, as well as the pipelines which serve the Brighton Beach Power Station and the West Windsor Power Station.

In order to accommodate the construction of the plaza and to ensure that Union Gas has continual unimpeded access to this portion of the Panhandle Pipeline System, Transport Canada has requested that Union Gas relocate its pipelines within the Plaza area. Transport Canada has granted Union Gas the required land rights to relocate the pipeline in a new location, outside of the Plaza. We understand that this new location, will be granted to the City of Windsor and, the City of Windsor will include this land as part of a new roadway and will be subject to the provisions of the Franchise Agreement between Union and the City of Windsor.

Union Gas is proposing to construct approximately 1500 meters of 12-inch diameter steel natural gas pipeline and 1800 meters of 20-inch diameter steel natural gas pipeline in order to replace approximately 1700 meters of 12-inch diameter and 1700 metres of existing 16-inch diameter natural gas pipeline in the City of Windsor. The location of the proposed pipeline is shown on the attached maps. Union Gas will be applying to the Ontario Energy Board for approval to construct this replacement pipeline project.



Union Gas has hired an independent environmental consultant, Neegan Burnside to complete the necessary Environmental Report that is required to accommodate the schedule proposed by Transport Canada, Neegan has already completed the Avian Nesting survey. The breeding birds and summer botanicals survey will be completed during the week of **July 6 2015**.

Please advise me if you would like to have a meeting to discuss this project. Also, if you would like to have your Monitors participate in the upcoming surveys please advise me as soon as possible.

Thank you!





From: Sent: To: Subject: Bonin, John June-22-15 10:11 AM Chief Joe Miskokomon; Rolanda Elijah Detroit River International Crossing Project

Chief Miskokomon and Rolanda:

As part of the of the Detroit River International Crossing Project the Federal Ministry of Transportation will be constructing a border inspection plaza, the boundaries of which include a portion of the Union Gas Panhandle Pipeline System, as well as the pipelines which serve the Brighton Beach Power Station and the West Windsor Power Station.

In order to accommodate the construction of the plaza and to ensure that Union Gas has continual unimpeded access to this portion of the Panhandle Pipeline System, Transport Canada has requested that Union Gas relocate its pipelines within the Plaza area. Transport Canada has granted Union Gas the required land rights to relocate the pipeline in a new location, outside of the Plaza. We understand that this new location, will be granted to the City of Windsor and, the City of Windsor will include this land as part of a new roadway and will be subject to the provisions of the Franchise Agreement between Union and the City of Windsor.

Union Gas is proposing to construct approximately 1500 meters of 12-inch diameter steel natural gas pipeline and 1800 meters of 20-inch diameter steel natural gas pipeline in order to replace approximately 1700 meters of 12-inch diameter and 1700 metres of existing 16-inch diameter natural gas pipeline in the City of Windsor. The location of the proposed pipeline is shown on the attached maps. Union Gas will be applying to the Ontario Energy Board for approval to construct this replacement pipeline project.



Union Gas has hired an independent environmental consultant, Neegan Burnside to complete the necessary Environmental Report that is required to accommodate the schedule proposed by Transport Canada, Neegan has already completed the Avian Nesting survey. The breeding birds and summer botanicals survey will be completed during the week of **July 6 2015**.

Please advise me if you would like to have a meeting to discuss this project. Also, if you would like to have your Monitors participate in the upcoming surveys please advise me as soon as possible.

Thank you!





From: Sent: To: Subject: Bonin, John June-22-15 10:09 AM Chief Louise Hillier Detroit River International Crossing Project

Chief Hillier:

As part of the of the Detroit River International Crossing Project the Federal Ministry of Transportation will be constructing a border inspection plaza, the boundaries of which include a portion of the Union Gas Panhandle Pipeline System, as well as the pipelines which serve the Brighton Beach Power Station and the West Windsor Power Station.

In order to accommodate the construction of the plaza and to ensure that Union Gas has continual unimpeded access to this portion of the Panhandle Pipeline System, Transport Canada has requested that Union Gas relocate its pipelines within the Plaza area. Transport Canada has granted Union Gas the required land rights to relocate the pipeline in a new location, outside of the Plaza. We understand that this new location, will be granted to the City of Windsor and, the City of Windsor will include this land as part of a new roadway and will be subject to the provisions of the Franchise Agreement between Union and the City of Windsor.

Union Gas is proposing to construct approximately 1500 meters of 12-inch diameter steel natural gas pipeline and 1800 meters of 20-inch diameter steel natural gas pipeline in order to replace approximately 1700 meters of 12-inch diameter and 1700 metres of existing 16-inch diameter natural gas pipeline in the City of Windsor. The location of the proposed pipeline is shown on the attached maps. Union Gas will be applying to the Ontario Energy Board for approval to construct this replacement pipeline project.



Union Gas has hired an independent environmental consultant, Neegan Burnside to complete the necessary Environmental Report that is required to accommodate the schedule proposed by Transport Canada, Neegan has already completed the Avian Nesting survey. The breeding birds and summer botanicals survey will be completed during the week of **July 6 2015**.

Please advise me if you would like to have a meeting to discuss this project. Also, if you would like to have your Monitors participate in the upcoming surveys please advise me as soon as possible.

Thank you!





From: Sent: To: Subject: Bonin, John June-22-15 10:12 AM Chief Sheri Doxtator Detroit River International Crossing Project

Chief Doxtator:

As part of the of the Detroit River International Crossing Project the Federal Ministry of Transportation will be constructing a border inspection plaza, the boundaries of which include a portion of the Union Gas Panhandle Pipeline System, as well as the pipelines which serve the Brighton Beach Power Station and the West Windsor Power Station.

In order to accommodate the construction of the plaza and to ensure that Union Gas has continual unimpeded access to this portion of the Panhandle Pipeline System, Transport Canada has requested that Union Gas relocate its pipelines within the Plaza area. Transport Canada has granted Union Gas the required land rights to relocate the pipeline in a new location, outside of the Plaza. We understand that this new location, will be granted to the City of Windsor and, the City of Windsor will include this land as part of a new roadway and will be subject to the provisions of the Franchise Agreement between Union and the City of Windsor.

Union Gas is proposing to construct approximately 1500 meters of 12-inch diameter steel natural gas pipeline and 1800 meters of 20-inch diameter steel natural gas pipeline in order to replace approximately 1700 meters of 12-inch diameter and 1700 metres of existing 16-inch diameter natural gas pipeline in the City of Windsor. The location of the proposed pipeline is shown on the attached maps. Union Gas will be applying to the Ontario Energy Board for approval to construct this replacement pipeline project.



Union Gas has hired an independent environmental consultant, Neegan Burnside to complete the necessary Environmental Report that is required to accommodate the schedule proposed by Transport Canada, Neegan has already completed the Avian Nesting survey. The breeding birds and summer botanicals survey will be completed during the week of **July 6 2015**.

Please advise me if you would like to have a meeting to discuss this project. Also, if you would like to have your Monitors participate in the upcoming surveys please advise me as soon as possible.

Thank you!





From: Sent: To: Subject: Bonin, John June-22-15 10:13 AM Chief Roger Thomas Detroit River International Crossing Project

Chief Thomas:

As part of the of the Detroit River International Crossing Project the Federal Ministry of Transportation will be constructing a border inspection plaza, the boundaries of which include a portion of the Union Gas Panhandle Pipeline System, as well as the pipelines which serve the Brighton Beach Power Station and the West Windsor Power Station.

In order to accommodate the construction of the plaza and to ensure that Union Gas has continual unimpeded access to this portion of the Panhandle Pipeline System, Transport Canada has requested that Union Gas relocate its pipelines within the Plaza area. Transport Canada has granted Union Gas the required land rights to relocate the pipeline in a new location, outside of the Plaza. We understand that this new location, will be granted to the City of Windsor and, the City of Windsor will include this land as part of a new roadway and will be subject to the provisions of the Franchise Agreement between Union and the City of Windsor.

Union Gas is proposing to construct approximately 1500 meters of 12-inch diameter steel natural gas pipeline and 1800 meters of 20-inch diameter steel natural gas pipeline in order to replace approximately 1700 meters of 12-inch diameter and 1700 metres of existing 16-inch diameter natural gas pipeline in the City of Windsor. The location of the proposed pipeline is shown on the attached maps. Union Gas will be applying to the Ontario Energy Board for approval to construct this replacement pipeline project.



Union Gas has hired an independent environmental consultant, Neegan Burnside to complete the necessary Environmental Report that is required to accommodate the schedule proposed by Transport Canada, Neegan has already completed the Avian Nesting survey. The breeding birds and summer botanicals survey will be completed during the week of **July 6 2015**.

Please advise me if you would like to have a meeting to discuss this project. Also, if you would like to have your Monitors participate in the upcoming surveys please advise me as soon as possible.

Thank you!



