



EDWARDSBURGH CARDINAL

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March 17, 2016

COURIER, EMAIL AND RESS

Ontario Energy Board
P.O. Box 2319
2300 Yonge Street, 27th Floor
Toronto, Ontario
M4P 1E4

ATTENTION: Board Secretary

Dear Ms. Walli

**Re: Submission of Evidence for OEB Hearing - EB-2016-0004 - Township of
Edwardsburgh Cardinal**

Please see the enclosed documents from the Township of Edwardsburgh Cardinal as part of the submission; Ontario Energy Board Generic Hearing EB-2016-0004 Presentation Submission from the Township of Edwardsburgh Cardinal, Township of Edwardsburgh Cardinal Resolution Number 2016-088, and the full appendices.

The Township of Edwardsburgh Cardinal has been acknowledged as an Intervenor in the above matter and hereby submits the attached brief as our evidence in response to the ISSUES LIST identified by Board Procedural Order No. 2

Two hard copies to follow by Courier.

The Township of Edwardsburgh Cardinal is pleased to be part of the Hearing Process and looks forward to the upcoming hearings.

We do wish to address the OEB at the pre-hearing day on April 26, 2016 in order to highlight one or two sections of our brief and respond to any questions. Please confirm receipt of our request and provide any additional details.

Yours truly


Patrick Sayeau, Mayor
Township of Edwardsburgh Cardinal

TOWNSHIP OF EDWARDSBURGH/CARDINAL

Resolution Number 2016- 088

March 16, 2016

Moved By: BARRETT

Seconded By: Karie Smail

WHEREAS Union Gas Limited holds a long standing (1977 & 1998) Franchise Agreement to provide Natural Gas service to the Township of Edwardsburgh and the 2000 Model Franchise Agreement was renewed by the amalgamated (2001) Township of Edwardsburgh/Cardinal by By-Law 2008-01, dated January 7, 2008;

AND WHEREAS Under the Franchise Agreement Union Gas provides Natural gas to the village of Cardinal (Canada Starch, now Ingredion, corn processing plant) and the hamlet of Johnstown (Greenfield Ethanol, corn to ethanol plant, and Port of Johnstown, grain dryer and elevator services), both located along County Road #2 but with a large service gap between the two serviced areas;

AND WHEREAS other large areas of the Township remain unserved, namely the village of Spencerville, County Road 44 and County Road 21 to name only three additional areas

AND WHEREAS many residential property, agricultural property and business owners presently without access to Natural Gas Service continue to express serious interest in having the service extended to their area of the Township;

AND WHEREAS Council has been working with Union Gas for some time to encourage the Franchise holder to develop accurate cost projections for the extension of service into new areas and Union Gas has begun the detailed analysis of the work and costs required for the extension of such service;

AND WHEREAS the Ontario Energy Board has called a Generic Hearing to hear and consider evidence on the various issues which arise when existing or new franchise holders propose the extension of services to new communities via Community Expansion Projects;

Carried Defeated

Mayor: _____

RECORDED VOTE REQUESTED BY: _____		
NAME	YEA	NAY
Councillor M. Barrett		
Councillor G. Morrell		
Councillor K. Smail		
Deputy Mayor P. Taylor		
Mayor P. Sayeau		
TOTAL		

TOWNSHIP OF EDWARDSBURGH/CARDINAL

March 16, 2016

Moved By: BARRETT

Seconded By: Kerie Smail

AND WHEREAS the Ontario Government has established a \$200 million Natural Gas Access Loan Program to help communities partner with utilities to extend access to natural gas supplies and an additional \$30 million Natural Gas Economic Development Grant has been established to accelerate projects with clear economic development potential;

AND WHEREAS the Council of the Township of Edwardsburgh Cardinal is desirous of representing the interests of our residential, agricultural and business owners seeking natural gas service by presenting evidence to the OEB addressing solutions to the issues raised by the Board;

NOW THEREFORE BE IT RESOLVED THAT Council approves the contents of the attached brief as containing the evidence which represents the interests of our community in addressing the issues raised by the Board and authorizes the Mayor to submit the evidence within the prescribed timeline and further authorizes the Mayor to represent Council and the Township at the Generic Hearings.

Page 2 of 2

Carried Defeated UNANIMOUS

Mayor: P. Sayeau

RECORDED VOTE REQUESTED BY: <u>COUNCILLOR MORRELL</u>		
NAME	YEA	NAY
Councillor M. Barrett	✓	
Councillor G. Morrell	✓	
Councillor K. Smail	✓	
Deputy Mayor P. Taylor	ABSENT	
Mayor P. Sayeau	✓	
TOTAL		

TOWNSHIP OF EDWARDSBURGH CARDINAL
PO Box 129, 18 Centre Street, Spencerville, Ontario K0E 1X0

ONTARIO ENERGY BOARD
GENERIC HEARING
EB-2016-0004

PRESENTATION FROM
THE TOWNSHIP OF EDWARDSBURGH CARDINAL

Subject: Expansion Of Natural Gas Services To New Communities

Date: March 16, 2016

Presented by:

P.J. Sayeau, Mayor..... 

Peggy Taylor, Deputy Mayor..... *ABSENT WITH REGRETS*

Michael Barrett, Councillor..... 

Gerry Morrell, Councillor..... 

Karie Smail, Councillor..... 

Background:

Union Gas Limited holds a long standing (1977&1998) Franchise Agreement to provide Natural Gas service to the Township of Edwardsburgh and the Village of Cardinal. The 2000 Model Franchise Agreement was renewed by the amalgamated (2001) Township of Edwardsburgh Cardinal by By-Law dated 7 JANUARY 2008 (Appendix A & Appendix B).

Under the previous (1977&1998) and current Franchise Agreements Union Gas provides Natural gas to the Village of Cardinal (Canada Starch, now INGREDION, corn processing plant) and the Hamlet of Johnstown (Greenfield Ethanol, corn to ethanol plant, and Port of Johnstown, grain dryer and elevator services) both located along County Road 2 but with a large service gap between the two serviced areas. (Appendix C - map of serviced area). Other large areas of the Township remain unserved, namely the Village of Spencerville, County Road 44 and County Road 21 to name only three additional areas.

Issue 1. What is considered a community in the context of this proceeding?

The unserved gap along County Road 2 between Cardinal and Johnstown is approximately 5.2km but with side roads included would require approximately 7.52km of new pipeline infrastructure to service approximately 150 residential dwellings as estimated by resident Mr. Jack Bradley in his email of September 13, 2015 to Union Gas (Appendix D).

A house-to-house survey in 2015, (APPENDIX E) conducted by resident Mr. H. Burkert, 1837 County Road 2 along the service gap in question indicates that 84 residents have expressed an interest in obtaining natural gas without having been made aware of the up-front costs which would be imposed upon them under the current regulatory model.

In addition to the service gap on County Road 2, the Village of Spencerville, consisting of approximately 140 residential homes and small business operators, (population 500), and located less than 15 km from existing Union Gas Pipeline Infrastructure, has no natural gas service in spite of the fact that the Franchise Agreement covering the village has been in place since 1977 and residents in that village have been vociferous in their demands for service.

This is all to say that the Township of Edwardsburgh Cardinal endorses the position put forward by UNION GAS in their original application (EB-2015-0179) that defined a community expansion project as an expansion project that would provide first time natural gas service to a minimum of 50 potential customers. (Procedural Order #2 page 12).

Both the County Road 2 gap and the Village of Spencerville would meet the criteria of 50 potential customers and be eligible as a Community Expansion Project which would at the same time accommodate the expanding natural gas requirements of our

Johnstown Industrial Park; The Port of Johnstown requirements for additional capacity required to construct a second Grain Dryer (wheat, soybeans, corn) to meet the needs of regional farmers and the grain brokers using our storage facilities. It is the position of the Council of the Township of Edwardsburgh Cardinal that Natural Gas service should be extended throughout the entire Township.

Issue 2. Does the OEB have the legal authority to establish a framework whereby the customers of one utility subsidize the expansion undertaken by another distributor into communities that do not have natural gas service?

The Township of Edwardsburgh Cardinal does not have the legal background, assistance or expertise to comment on the legal authority of the OEB and leaves this issue to the expertise of others.

Issue 3. Based on a premise that the OEB has the legal authority described in Issue 1, what are the merits of this approach? How should these contributions be treated for ratemaking purposes?

The Township of Edwardsburgh Cardinal takes the position that it has entered into a Franchise Agreement with Union Gas to provide natural gas service to the Township and that whereas Union Gas has already expended considerable technical expertise and financial resources to develop the existing pipeline distribution infrastructure and is intimately familiar with the geography, technical issues and opportunities for community expansion projects; therefore Union Gas should be the party to provide additional services via identified expansion projects within the Township franchise area and that it would **not be in the best interests of any party** for the Ontario Energy Board to order that Union Gas customers cross-subsidize the expansion into our Township Franchise territory by another distributor.

We believe that the entry of a second party distributor would create unnecessary duplication of pipeline infrastructure and throw the existing Franchise Agreement, upon which both Union Gas and their customers have relied, into a legal and service delivery quagmire to the detriment of customers and further that a second party distributor, subject to the same regulatory regime as Union Gas, would be in no better financial or technical position to provide extension of service.

Union Gas has developed a good working relationship with the township and its residents and appears willing and able to provide expansion services subject to the approval of the regulator and relief to the requirements of the existing regulatory regime as proposed in their application OEB-2015-0179.

Issue 4. Should the OEB consider exemptions or changes to the EBO 188 guidelines for rural, remote and First Nation community expansion projects?

Mr. Burkert's informal survey, referred to in Issue 1 above, was passed on to Union Gas at an unknown date and he received reply from Union Gas (APPENDIX F undated letter) reporting that "We have completed a preliminary analysis of the economic feasibility of the proposed project using an Ontario Energy Board (OEB) approved model, that takes into account the costs we expect to incur for the project (construction costs plus ongoing operating and maintenance costs), as well as the revenues we expect to receive over a 40-year period for each new residential customer." And further "The OEB model determines whether a contribution is required from a customer to make a project economically viable and how much that contribution will be. Based on the specifics of this project which include running a 5,300 meter main pipeline extension along County Road 2 from Empire Hanna Rd., to Grenville Park, and an estimated attachment of 50 new customers, there is an economic shortfall of over \$800,000. This represents an approximate \$18,000 contribution from each new customer to make up the shortfall."

Acting on the assumption that the analysis referred to in the response letter was congruent with EBO 188 then it is the position of the Township of Edwardsburgh Cardinal that the OEB should consider exemptions or changes to the guidelines as the cost quoted to be paid up-front by new customers for the extension of service into the County Road 2 gap area, and by extension to the Village of Spencerville, are beyond the financial means and estimated pay-back periods of most of our residential property owners seeking service.

Issue 4a) Should the OEB consider projects that have a portfolio profitability index (PI) less than 1.0 and individual projects within a portfolio that have a PI lower than 0.8?

As the Township of Edwardsburgh Cardinal is without benefit of the technical assistance of experts to fully understand the concept of portfolio profitability index (PI) and is without benefit of legal counsel to assist with responding to questions on this concept we defer our response to supporting the position of Union Gas in its initial application OEB-2015-0179 and submit that such considerations are within their area of expertise and form an integral part of their business case for expansion projects.

Issue 4b) What costs should be included in the economic assessment for providing natural gas service to communities and how are they to be determined and calculated.

Capital Costs to be recovered over a Capital Cost Recovery Period of up to 40 years less any time reduction due to the application of Provincial Grant Funds.

Operating Costs calculated over a five year period.

Operating Margins, including profitability expectations, calculated over a five year time horizon.

Issue 4c) What, if any, amendments to the EBO 188 and EBO 134 guidelines would be required as a result of the inclusion of any costs identified above?

We are not sufficiently familiar with the details of EBO 188 or EBO 134 to make detailed comment on changes required. However, from our point of view, noting that there have been no recent expansions of service which satisfy the present economic assessment criteria model, clearly a new model is required if there is to be a widespread increase in the use of natural gas throughout the province.

Issue 4d) What would be the criteria for the projects/communities that would be eligible for such exemptions? What, if any, other public interest factors should be included as part of this criteria? How are they to be determined?

Issue 4e) Should there be exemptions to certain costs being included in the economic assessment for providing natural gas service to communities that are not served? If so, what are those exemptions and how should the OEB consider them in assessing to approve specific community expansion projects?

Capital costs which have the benefit of financing from the \$30 million provincial Natural Gas Economic Development Grant should be exempt from the calculations for economic assessment where those calculations relate to capital cost recovery.

Issue 5. Should the OEB allow natural gas distributors to establish surcharges from customers of new communities to improve the feasibility of potential community expansion projects? If so, what approaches are appropriate and over what period of time?

We submit that the OEB should allow natural gas distributors to establish surcharges from new customers in new communities to improve the feasibility of potential community expansion projects and that such surcharges should be levied against product usage applied over the identified, and OEB approved, Capital Cost Recovery Period.

Issue 6. Are there other ratemaking or rate recovery approaches that the OEB should consider?

The Township of Edwardsburgh Cardinal supports the concept of partial deferral of municipal revenue from new project construction and recognizes that foregone revenue is an acceptable method for the municipality to participate in the recovery of Project Capital Costs. Recognizing that the Ontario Municipal Act prohibits the practice of “bonusing” in favour of any corporate business interests we believe that a case could be made that such foregone revenues constitute a Partnership Investment in the Franchise Agreement to the benefit of the new customers and the economic future of the Township and does not constitute a “bonusing” benefit. However we are not legal experts in the interpretation of the Ontario Municipal Act and realize that our position may be controversial.

While Council of the Township of Edwardsburgh Cardinal has not formally endorsed the following concepts, which might certainly warrant wider public consultation, nevertheless two additional ratemaking approaches might include such concepts as;

- 1) Mandatory connection to the Natural Gas Distribution network when such network is available within acceptable distance limits from the residence/business to be potentially serviced. Such an approach is in effect in many municipalities which require mandatory connection to Sewer and Water Services in order that the costs of such services are spread over the widest possible customer base. Differing standards would be required for rural and urban situations.
- 2) Mandatory Fixed Frontage Charges designed to collect a nominal contribution to recover the Capital Costs of community expansion projects. Again such Frontage Charges would be similar to the Frontage Charges that were common years ago when the provincial government was funding the major portion (up to 66%) of new Sewer and Water Infrastructure Services. Differing standards and rates would be required for frontages along rural roads measured in km compared with frontages in urban areas measured in meters.

Issue 7. Should the OEB allow for the recovery of the revenue requirement associated with community expansion costs in rates that are outside the OEB approved incentive ratemaking framework prior to the end of any incentive regulation plan term once the assets are used and useful?

We are not familiar with the OEB approved incentive ratemaking framework but we do support the larger concept of incentive plans devised to establish some basic result or meet some larger provincial strategic goal.

Issue 8. Should the OEB consider imposing conditions or making other changes to Municipal Franchise Agreements and Certificates of Public Convenience and Necessity to reduce barriers to natural gas expansion?

We do not support the concept of the OEB imposing new or additional conditions or making other changes to the existing Municipal Franchise Agreement as we feel that the best method to remove barriers to natural gas expansion in our Township lies in the revisions and changes which could be made to the existing Capital Cost Recovery Methods imposed by the Regulator under EBO 188 (reference the Union Gas letter to Mr. Burkert).

We do recognize however that the latest Model Franchise Agreement appears to be dated 2002 and that it may be time for the OEB to develop a new or reviewed Franchise Agreement to be used in areas where none presently exist.

Issue 9. What types of processes could be implemented to facilitate the introduction of new entrants to provide service to communities that do not have access to natural gas. What are the merits of these processes and what are the existing barriers to implementation? (E.g. Issuance of Request for Proposals to enter into franchise agreements)

While we are not totally familiar with the concept of judging the economic assessment of Community Expansion Projects proposals within the envelope of Portfolio Profitability, we submit that the greater public interest might be best achieved by means of adjustments to the regulatory regime which would encourage existing experienced distributors with successful business models to grow in size by entering new un-serviced areas and thus become more efficient in their operations to the advantage of both new and existing customers.

However, if the OEB decides to implement a process to facilitate the introduction of new entrants to provide service to communities that do not have access to natural gas and further decides to proceed by means of calling for requests for Proposals, then several overriding principles should be applied to the evaluation of the proposals received.

- 1) Proponents should be evaluated on both their technical and operational skill and experience in the natural gas distribution business. Natural Gas can be an inherently dangerous commodity and any lack of technical skill in the design or construction of new distribution systems which leads to system failure could result in serious danger to the public.

- 2) Proponents should be judged against one another on the basis of who has the demonstrated ability to run their business model which best delivers natural gas service to the customer at the most affordable rates.

Issue 10. How will the Ontario Government's proposed cap and trade program impact an alternative framework that the OEB may establish to facilitate the provision of natural gas services in communities that do not currently have access?

No comment as we are not familiar with the details of the proposed cap and trade program.

Issue 11. What is the impact of the Ontario Government's proposed cap and trade program on the estimated savings to switch from other alternative fuels to natural gas and the resulting impact on conversion rates?

We are not familiar with the details of the proposed cap and trade program but as natural gas produces 20 percent less CO₂ than burning home heating oil, extension and expansion of existing natural gas services would be in step with the provincial government's goals to improve air quality and reduce harmful emissions. This fact should guide the government to further incentivize the conversion to natural gas with funding, rebates, or tax credits for home, business, and farm owners.

Issue 12. How should the OEB incorporate the Ontario Government's recently announced loan and grant programs into the economic feasibility analysis?

While we have no expertise in either calculating the capital costs of Community Expansion Projects or examining the Business Case developed by Union Gas, nevertheless we take the position that a portion of the Capital Costs of Community Expansion Projects should be a shared responsibility between the Municipality (through foregone revenues on new infrastructure); the new customers (through a surcharge on product consumption) over the approved Capital Cost Recovery Period; and an upfront contribution, of as much as 50%, of the Capital Cost from the Grant Program available from the Province.

With reference to the \$30 million Natural Gas Economic Development Grant which has been established to accelerate projects with clear economic development potential we submit that the OEB should incorporate the Grant Program into the economic feasibility analysis in the broadest possible sense. Once an economic development potential has been identified as eligible for the grant, any expansion or extension of pipeline infrastructure constructed to service the identified location should be upsized and

available to meet the current and future needs of residential and business customers along the optimal route. In 2007 a new Natural Gas Supply Line of approximately 6km was installed along a new route on the Township road allowance of Cedar Grove Road (Appendix G) from an existing station on Edward Street north of Prescott to the site of the new Ethanol Plant in our Johnstown Industrial Park, passing by a number of homes, a limited number of which took the opportunity to connect to the service at their door. Additionally it is our understanding that Union Gas was not allowed to upsize, beyond the pipe size required to meet the identified immediate load needs of the new plant, to accommodate for possible additional capacity requirements. We have difficulty understanding regulatory regime which is so inflexible as to preclude provisions for future growth opportunities to access service.

We submit that these hearings are an opportunity for the Board to devise the methods and/or the regime changes which would address such situations on a go forward basis. A Provincial Grant to assist a new economic development opportunity should be interpreted by the Board as an opportunity to service all potential residential and business customers in geographic proximity to the project and, that greater effort should be made to develop preferred routes which have the most potential to service the most customers.

The \$200 million Natural Gas Access Loan program designed to help communities partner with utilities to extend access to natural gas appears to be conceived as a source of capital to finance new community expansion projects and we are uncertain as to how such loans would be repaid or if the distributor in our Franchise Territory (Union Gas) requires an additional source of capital.

Since loans could only be repaid from the revenues of the new user base, which already affects the economic viability of most expansion projects, we would prefer to see these funds re-directed to the Grant program to finance the partial capital costs of new projects.

Since loans could only be re-paid from the revenues of the new user base, (and not by the municipality) which already affects the economic viability of most expansion projects, we would prefer to see these funds re-directed to the grant program to finance the partial capital costs of new projects.

Since it is unlikely that any grant programs would ever be large enough to support all of the unfettered requests for funds, criteria could be established where preference would be given to those applications coming forward from jurisdictions where the Municipality had introduced and implemented the mandatory frontage and mandatory connection by-laws referred to at Issue #6 above as new ratemaking options.

Respectfully submitted,

2000 Model Franchise Agreement

THIS AGREEMENT effective this 7th day of JANUARY, 2008

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF
EDWARDSBURGH/CARDINAL**

hereinafter called the "Corporation"

- and -



uniongas

LIMITED

hereinafter called the "Gas Company"

WHEREAS the Gas Company desires to distribute, store and transmit gas in the Municipality upon the terms and conditions of this Agreement;

AND WHEREAS by by-law passed by the Council of the Corporation (the "By-law"), the duly authorized officers have been authorized and directed to execute this Agreement on behalf of the Corporation;

THEREFORE the Corporation and the Gas Company agree as follows:

Part I - Definitions

1. In this Agreement

- (a) "decommissioned" and "decommissions" when used in connection with parts of the gas system, mean any parts of the gas system taken out of active use and purged in accordance with the applicable CSA standards and in no way affects the use of the term 'abandoned' pipeline for the purposes of the *Assessment Act*;
- (b) "Engineer/Road Superintendent" means the most senior individual employed by the Corporation with responsibilities for highways within the

Municipality or the person designated by such senior employee or such other person as may from time to time be designated by the Council of the Corporation;

- (c) "gas" means natural gas, manufactured gas, synthetic natural gas, liquefied petroleum gas or propane-air gas, or a mixture of any of them, but does not include a liquefied petroleum gas that is distributed by means other than a pipeline;
- (d) "gas system" means such mains, plants, pipes, conduits, services, valves, regulators, curb boxes, stations, drips or such other equipment as the Gas Company may require or deem desirable for the distribution, storage and transmission of gas in or through the Municipality;
- (e) "highway" means all common and public highways and shall include any bridge, viaduct or structure forming part of a highway, and any public square, road allowance or walkway and shall include not only the travelled portion of such highway, but also ditches, driveways, sidewalks, and sodded areas forming part of the road allowance now or at any time during the term hereof under the jurisdiction of the Corporation;
- (f) "Model Franchise Agreement" means the form of agreement which the Ontario Energy Board uses as a standard when considering applications under the *Municipal Franchises Act*. The Model Franchise Agreement may be changed from time to time by the Ontario Energy Board;
- (g) "Municipality" means the territorial limits of the Corporation on the date when this Agreement takes effect, and any territory which may thereafter be brought within the jurisdiction of the Corporation;
- (h) "Plan" means the plan described in Paragraph 5 of this Agreement required to be filed by the Gas Company with the Engineer/Road Superintendent prior to commencement of work on the gas system; and
- (i) whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Agreement so requires.

Part II - Rights Granted

2. To provide gas service

The consent of the Corporation is hereby given and granted to the Gas Company to distribute, store and transmit gas in and through the Municipality to the Corporation and to the inhabitants of the Municipality.

3. To Use Highways

Subject to the terms and conditions of this Agreement the consent of the Corporation is hereby given and granted to the Gas Company to enter upon all highways now or at any time hereafter under the jurisdiction of the Corporation and to lay, construct, maintain, replace, remove, operate and repair a gas system for the distribution, storage and transmission of gas in and through the Municipality.

4. Duration of Agreement and Renewal Procedures

(a) If the Corporation has not previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law.

or

(b) If the Corporation has previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law provided that, if during the 20 year term of this Agreement, the Model Franchise Agreement is changed, then on the 7th anniversary and on the 14th anniversary of the date of the passing of the By-law, this Agreement shall be deemed to be amended to incorporate any changes in the Model Franchise Agreement in effect on such anniversary dates. Such deemed amendments shall not apply to alter the 20 year term.

(c) At any time within two years prior to the expiration of this Agreement, either party may give notice to the other that it desires to enter into negotiations for a renewed franchise upon such terms and conditions as may be agreed upon. Until such renewal has been settled, the terms and conditions of this Agreement shall continue, notwithstanding the expiration of this Agreement. This shall not preclude either party from applying to the Ontario Energy Board for a renewal of the Agreement pursuant to section 10 of the *Municipal Franchises Act*.

Part III – Conditions

5. Approval of Construction

- (a) The Gas Company shall not undertake any excavation, opening or work which will disturb or interfere with the surface of the travelled portion of any highway unless a permit therefore has first been obtained from the Engineer/Road Superintendent and all work done by the Gas Company shall be to his satisfaction.
- (b) Prior to the commencement of work on the gas system, or any extensions or changes to it (except service laterals which do not interfere with municipal works in the highway), the Gas Company shall file with the Engineer/Road Superintendent a Plan, satisfactory to the Engineer/Road Superintendent, drawn to scale and of sufficient detail considering the complexity of the specific locations involved, showing the highways in which it proposes to lay its gas system and the particular parts thereof it proposes to occupy.
- (c) The Plan filed by the Gas Company shall include geodetic information for a particular location:
 - (i) where circumstances are complex, in order to facilitate known projects, including projects which are reasonably anticipated by the Engineer/Road Superintendent, or
 - (ii) when requested, where the Corporation has geodetic information for its own services and all others at the same location.
- (d) The Engineer/Road Superintendent may require sections of the gas system to be laid at greater depth than required by the latest CSA standard for gas pipeline systems to facilitate known projects or to correct known highway deficiencies.
- (e) Prior to the commencement of work on the gas system, the Engineer/Road Superintendent must approve the location of the work as shown on the Plan filed by the Gas Company, the timing of the work and any terms and conditions relating to the installation of the work.
- (f) In addition to the requirements of this Agreement, if the Gas Company proposes to affix any part of the gas system to a bridge, viaduct or other structure, if the Engineer/Road Superintendent approves this proposal, he may require the Gas Company to comply with special conditions or to enter into a separate agreement as a condition of the approval of this part of the construction of the gas system.

- (g) Where the gas system may affect a municipal drain, the Gas Company shall also file a copy of the Plan with the Corporation's Drainage Superintendent for purposes of the *Drainage Act*, or such other person designated by the Corporation as responsible for the drain.
- (h) The Gas Company shall not deviate from the approved location for any part of the gas system unless the prior approval of the Engineer/Road Superintendent to do so is received.
- (i) The Engineer/Road Superintendent's approval, where required throughout this Paragraph, shall not be unreasonably withheld.
- (j) The approval of the Engineer/Road Superintendent is not a representation or warranty as to the state of repair of the highway or the suitability of the highway for the gas system.

6. As Built Drawings

The Gas Company shall, within six months of completing the installation of any part of the gas system, provide two copies of "as built" drawings to the Engineer/Road Superintendent. These drawings must be sufficient to accurately establish the location, depth (measurement between the top of the gas system and the ground surface at the time of installation) and distance of the gas system. The "as built" drawings shall be of the same quality as the Plan and, if the approved pre-construction plan included elevations that were geodetically referenced, the "as built" drawings shall similarly include elevations that are geodetically referenced. Upon the request of the Engineer/Road Superintendent, the Gas Company shall provide one copy of the drawings in an electronic format and one copy as a hard copy drawing.

7. Emergencies

In the event of an emergency involving the gas system, the Gas Company shall proceed with the work required to deal with the emergency, and in any instance where prior approval of the Engineer/Road Superintendent is normally required for the work, the Gas Company shall use its best efforts to immediately notify the Engineer/Road Superintendent of the location and nature of the emergency and the work being done and, if it deems appropriate, notify the police force, fire or other emergency services having jurisdiction. The Gas Company shall provide the Engineer/Road Superintendent with at least one 24 hour emergency contact for the Gas Company and shall ensure the contacts are current.

8. **Restoration**

The Gas Company shall well and sufficiently restore, to the reasonable satisfaction of the Engineer/Road Superintendent, all highways, municipal works or improvements which it may excavate or interfere with in the course of laying, constructing, repairing or removing its gas system, and shall make good any settling or subsidence thereafter caused by such excavation or interference. If the Gas Company fails at any time to do any work required by this Paragraph within a reasonable period of time, the Corporation may do or cause such work to be done and the Gas Company shall, on demand, pay the Corporation's reasonably incurred costs, as certified by the Engineer/Road Superintendent.

9. **Indemnification**

The Gas Company shall, at all times, indemnify and save harmless the Corporation from and against all claims, including costs related thereto, for all damages or injuries including death to any person or persons and for damage to any property, arising out of the Gas Company operating, constructing, and maintaining its gas system in the Municipality, or utilizing its gas system for the carriage of gas owned by others. Provided that the Gas Company shall not be required to indemnify or save harmless the Corporation from and against claims, including costs related thereto, which it may incur by reason of damages or injuries including death to any person or persons and for damage to any property, resulting from the negligence or wrongful act of the Corporation, its servants, agents or employees.

10. **Insurance**

- (a) The Gas Company shall maintain Comprehensive General Liability Insurance in sufficient amount and description as shall protect the Gas Company and the Corporation from claims for which the Gas Company is obliged to indemnify the Corporation under Paragraph 9. The insurance policy shall identify the Corporation as an additional named insured, but only with respect to the operation of the named insured (the Gas Company). The insurance policy shall not lapse or be cancelled without sixty (60) days' prior written notice to the Corporation by the Gas Company.
- (b) The issuance of an insurance policy as provided in this Paragraph shall not be construed as relieving the Gas Company of liability not covered by such insurance or in excess of the policy limits of such insurance.
- (c) Upon request by the Corporation, the Gas Company shall confirm that premiums for such insurance have been paid and that such insurance is in full force and effect.

11. **Alternative Easement**

The Corporation agrees, in the event of the proposed sale or closing of any highway or any part of a highway where there is a gas line in existence, to give the Gas Company reasonable notice of such proposed sale or closing and, if it is feasible, to provide the Gas Company with easements over that part of the highway proposed to be sold or closed sufficient to allow the Gas Company to preserve any part of the gas system in its then existing location. In the event that such easements cannot be provided, the Corporation and the Gas Company shall share the cost of relocating or altering the gas system to facilitate continuity of gas service, as provided for in Paragraph 12 of this Agreement.

12. **Pipeline Relocation**

- (a) If in the course of constructing, reconstructing, changing, altering or improving any highway or any municipal works, the Corporation deems that it is necessary to take up, remove or change the location of any part of the gas system, the Gas Company shall, upon notice to do so, remove and/or relocate within a reasonable period of time such part of the gas system to a location approved by the Engineer/Road Superintendent.
- (b) Where any part of the gas system relocated in accordance with this Paragraph is located on a bridge, viaduct or structure, the Gas Company shall alter or relocate that part of the gas system at its sole expense.
- (c) Where any part of the gas system relocated in accordance with this Paragraph is located other than on a bridge, viaduct or structure, the costs of relocation shall be shared between the Corporation and the Gas Company on the basis of the total relocation costs, excluding the value of any upgrading of the gas system, and deducting any contribution paid to the Gas Company by others in respect to such relocation; and for these purposes, the total relocation costs shall be the aggregate of the following:
 - (i) the amount paid to Gas Company employees up to and including field supervisors for the hours worked on the project plus the current cost of fringe benefits for these employees,
 - (ii) the amount paid for rental equipment while in use on the project and an amount, charged at the unit rate, for Gas Company equipment while in use on the project,
 - (iii) the amount paid by the Gas Company to contractors for work related to the project,

- (iv) the cost to the Gas Company for materials used in connection with the project, and
 - (v) a reasonable amount for project engineering and project administrative costs which shall be 22.5% of the aggregate of the amounts determined in items (i), (ii), (iii) and (iv) above.
- (d) The total relocation costs as calculated above shall be paid 35% by the Corporation and 65% by the Gas Company, except where the part of the gas system required to be moved is located in an unassumed road or in an unopened road allowance and the Corporation has not approved its location, in which case the Gas Company shall pay 100% of the relocation costs.

Part IV - Procedural And Other Matters

13. Municipal By-laws of General Application

The Agreement is subject to the provisions of all regulating statutes and all municipal by-laws of general application, except by-laws which have the effect of amending this Agreement.

14. Giving Notice

Notices may be delivered to, sent by facsimile or mailed by prepaid registered post to the Gas Company at its head office or to the authorized officers of the Corporation at its municipal offices, as the case may be.

15. Disposition of Gas System

- (a) If the Gas Company decommissions part of its gas system affixed to a bridge, viaduct or structure, the Gas Company shall, at its sole expense, remove the part of its gas system affixed to the bridge, viaduct or structure.
- (b) If the Gas Company decommissions any other part of its gas system, it shall have the right, but is not required, to remove that part of its gas system. It may exercise its right to remove the decommissioned parts of its gas system by giving notice of its intention to do so by filing a Plan as required by Paragraph 5 of this Agreement for approval by the Engineer/Road Superintendent. If the Gas Company does not remove the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in any highway, the Corporation may remove and dispose of so much of the decommissioned gas system as the Corporation may require for such purposes and neither party shall have recourse against the other for any

loss, cost, expense or damage occasioned thereby. If the Gas Company has not removed the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in a highway, the Gas Company may elect to relocate the decommissioned gas system and in that event Paragraph 12 applies to the cost of relocation.

16. Use of Decommissioned Gas System

- (a) The Gas Company shall provide promptly to the Corporation, to the extent such information is known:
 - (i) the names and addresses of all third parties who use decommissioned parts of the gas system for purposes other than the transmission or distribution of gas; and
 - (ii) the location of all proposed and existing decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas.
- (b) The Gas Company may allow a third party to use a decommissioned part of the gas system for purposes other than the transmission or distribution of gas and may charge a fee for that third party use, provided
 - (i) the third party has entered into a municipal access agreement with the Corporation; and
 - (ii) the Gas Company does not charge a fee for the third party's right of access to the highways.
- (c) Decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas are not subject to the provisions of this Agreement. For decommissioned parts of the gas system used for purposes other than the transmission and distribution of gas, issues such as relocation costs will be governed by the relevant municipal access agreement.

17. Franchise Handbook

The Parties acknowledge that operating decisions sometimes require a greater level of detail than that which is appropriately included in this Agreement. The Parties agree to look for guidance on such matters to the Franchise Handbook prepared by the Association of Municipalities of Ontario and the gas utility companies, as may be amended from time to time.

18. Other Conditions

None.

THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL

BY-LAW NUMBER 2008-01

A BY-LAW TO AUTHORIZE A FRANCHISE AGREEMENT
BETWEEN THE CORPORATION OF THE EDWARDSBURGH/CARDINAL
and UNION GAS LIMITED

WHEREAS the Council of the Corporation of the Township of Edwardsburg/Cardinal deems it expedient to enter into the attached franchise agreement (the "Franchise Agreement") with Union Gas Limited;

AND WHEREAS the Ontario Energy Board by its Order issued pursuant to The Municipal Franchises Act on the 17th day of December, 2007 has approved the terms and conditions upon which and the period for which the franchise provided in the Franchise Agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of this By-Law is not necessary:

NOW THEREFORE the Council of the Corporation of the Township of Edwardsburg/Cardinal enacts as follows:

1. **THAT** the Franchise Agreement between the Corporation of the Township of Edwardsburg/Cardinal and Union Gas Limited, attached hereto and forming part of this by law, is hereby authorized and the franchise provided for therein is hereby granted. ✓

2. **THAT** the Mayor and Clerk be and they are hereby authorized and instructed on behalf of the Corporation of the Township of Edwardsburg/Cardinal to enter into and execute under its corporate seal and deliver the Franchise Agreement, which is hereby incorporated into and forming part of this By-Law. ✓

3. **THAT** the following by-laws be and the same are hereby repealed:

By-law #98-3 for the former Corporation of the Village of Cardinal, passed in Council on ✓ the 5th day of January, 1998;

By-law #1631 for the former Corporation of the Township of Edwardsburg, passed in ✓ Council on the 21st day of November, 1977;

4. **THAT** this by-law shall come into force and take effect as of the final passing thereof.

Read a first time this 4th day of September, 2007.

Read a second time this 4th day of September, 2007.

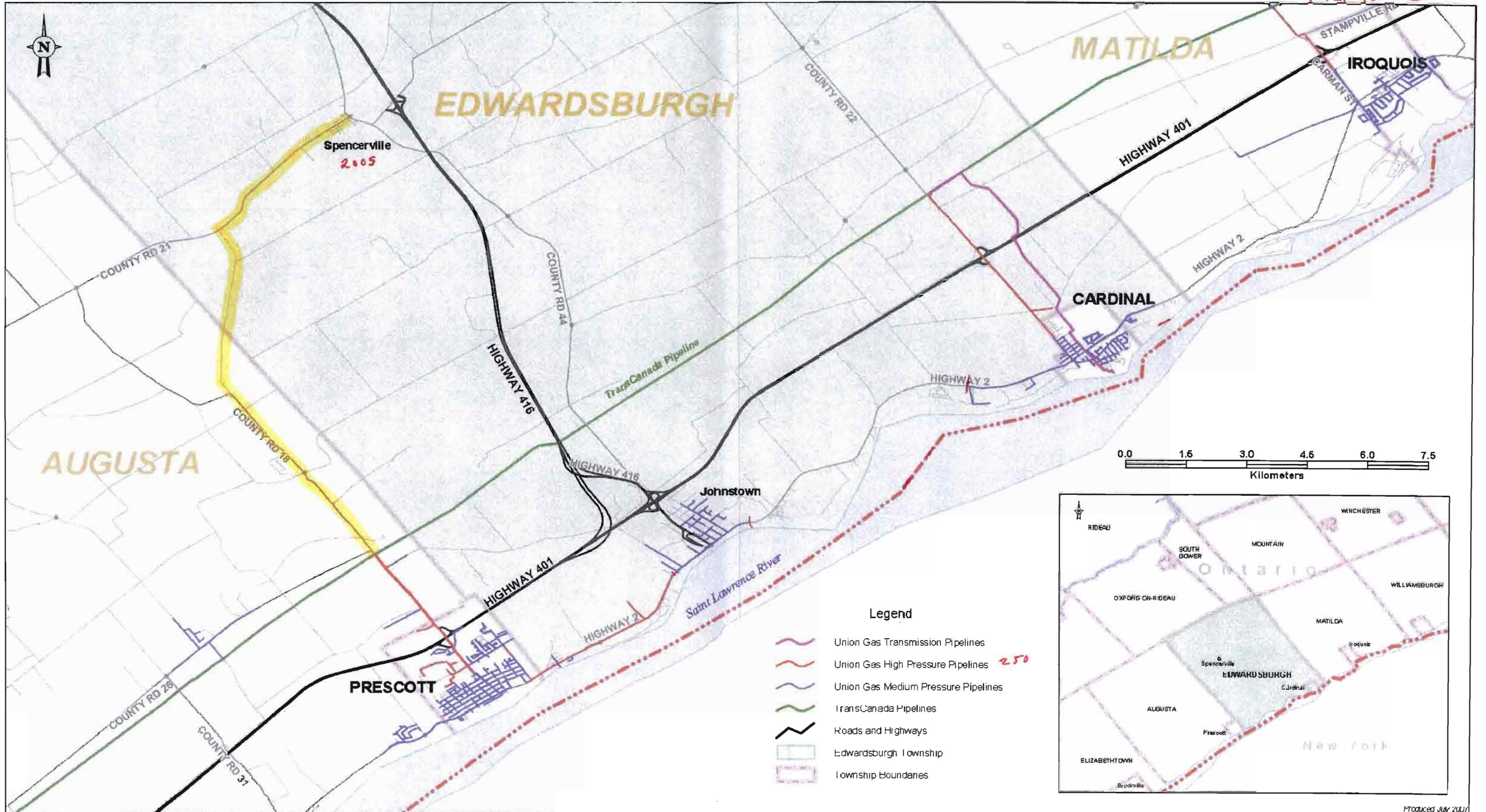
Read a third time and finally passed this 7th day of January, 2008.

THE CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH/CARDINAL

Larry Dishaw
Larry Dishaw, Mayor

Debbie McKinstry
Debbie McKinstry, Clerk/Planning Administrator

APPENDIX C



The location of Union Gas facilities on the following drawing is approximate and is to be used for information purposes only. Union Gas reaffirms that this drawing should not be relied upon to determine the location of any Union Gas' facilities, exact locates can be determined by calling Ontario One Call 1-800-400-2255.

Township of Edwardsburgh/Cardinal



Produced July 2007

Pat Sayeau

From: "Bradley John" <jas.bradley@xplornet.com>
Date: September-13-15 7:21 PM
Cc: "Sayeau Pat" <psayeau@b2b2c.ca>
Subject: Edwardsburgh Cardinal Meeting

Matthew & Peter;

Thank you for your very informative presentation at our recent meeting. I believe you now know of our keen interest in developing natural gas distribution in our township.

I would like to send my comments to the Board and thus would you provide me with the dates that must be met and the person or group to whom the letter should be sent. Also it may be possible a group of residents may seek intervenor status. This element is at this time still unclear.

On the County Road #2 Gap aspect I have done a little analysis. Along with my knowledge of the area and using Google Maps Satellite I had a look at the gap parameters. Using your input of 5.2 kilometres and counting those dwellings on north and south side of county road #2 and adding the side roads and dwellings on those roads it is possible to estimate the total number of dwellings as well as the distances to be added for the extension of the main.

A breakdown follows:

County road #2: distance of 5.2 Km and including the side roads of Shoreline Rd.(140 M) and Hilltop (230 M) we obtain a distance of 5.57 Km and approx. 95 total dwellings. 5.57 - 95

Blair Road Subdivision: distances as follows: Blair Rd. from Cty. Rd. #2 to the river = 500 M 1.2 - 29
 Loop on Hudson CR. = 250 M
 Loop on Judy Pl. = 90 M
 Bay Lane Rd. = 300 M

Total distance approx. 1.2 Km and a total of 29 dwellings. Possible also to pick up 4 dwellings that lie west of the small bridge at the lower end of Empire Hannah Rd. which were not serviced at the time of the Empire Hannah Rd. expansion.

Ridell Rd: this is a small spur road that runs from Cty. Rd. 2 to the river and the east leg and west leg is a total of 350 M and has a total of 11 dwellings. .25 - 11

North Channel Rd. & Tuttle Point: North Channel road runs south from Cty. Rd. #2 to the river a distance of 450 M and has a total of 14 dwellings. At the south end of North Channel Rd. Tuttle Point runs west for a distance of 900 M and has 32 dwellings. .5 - 14
7.52 Km 150
Duo 6400

From my discussions with friends over the past few years it is felt many people would opt for natural gas service. The demographic of our community is mainly middle aged and up and many of those folks are on fixed incomes. Thus, the market penetration would definitely be affected by the ability to amortize the expense over a number of years.

We support the efforts of Union Gas to upgrade the regulatory regime to permit expansion of your distribution network. Our community will watch with interest as your application progresses through the OEB process.

Sincerely,

John Bradley
613-925-2394
jas.bradley@xplornet.com

ARE YOU INTERESTED IN NATURAL GAS

HOUSE No.	YES	NO	
1834	✓	DUP.	Widdell
1840	✓	"	Widdell
1844	✓	"	Widdell
1851	✓	"	Widdell
13 Riddell	✓		GILLES BESSETTE ✓
31 Riddell	✓		Mike Polinos ✓
39 Riddell	✓		Brig Nix ✓
23 Riddell	✓		J Robinson ✓
20 Riddell Rd	✓		B. Bohler ✓
22	✓		Paul Dupre ✓
3 Riddell	✓		Sam Riddell ✓
33 "	✓		MEG Toughlin ✓
35	✓		J. Dehler ✓
37 Riddell Rd	✓		D. Reid ✓
38 Riddell	✓		✓
41 Riddell	✓		✓
43 Riddell	✓		✓
47 Riddell	✓		Demarcus Palmer ✓
49 Riddell Rd	✓		Eric McConroe ✓

#165/m

 **uniongas**
 A Spectra Energy Company
 - ADAM CROW -
 Randy Pitcher
 Construction & Growth Rep
 Kingston, Ontario

Union Gas Limited
 1653 Venture Dr.
 Kingston, ON
 K7P 0E9
 tel 613 349 7936
 ext 24213
 mobile 613 453 4000
 info@uniongas.com

Are you interested in Natural Gas!

House No	YES	NO	
1837	X		J. Burkert
HOUSE # 1843	YES		MRS MRS ROGER SEGUIN
1835	YES		WILLIAM H. HOWITT
1826	YES		DALE COOK
1802	YES		Dale Barkley
1839	YES		Jill All
1833	YES		RICK PORTEOUS
1820	YES		Dale Graydon
1818	Yes		Richard Holmes
1529	Yes		PAT SNEYAU
1902	YES		CARL GRAYMAN
1904	YES		Bernard Napp
1801	YES		Penny Haly
1733	Yes		Kee Reid
1721	NO		Yusef Atch
3 RIDGELL Rd	YES		Walt
1717	NO		Ch. J. J.
1709	YES		Paul
1702	Yes		Gene Wright
1638	YES		Abeyl Kenney
1636	Yes		Floater
1706	Yes		Bud King
1212	YES		Wesley Daly

ARE YOU INTRESTED IN NATURAL GAS?

HOUSE No.	YES	NO	
1834	✓	DUPL.	Wendell Eon
1840	✓	"	Wendell Eon
1844	✓	"	Rise Farrigan
1851	✓	"	B. TOP
10	✓		1-12-4
1509	✓		Ray Mason
1505	✓		Ra Gibson
23 Gullymeade		NO	John Haywood
1510		NO	
124 NORTH CHANNEL	✓		J. Bar
120 North Channel	✓		Lynn Buckley
135	✓		M. TOP
2002	✓		Eileen Patrick
12 NORTH CHANNEL	✓		John Buckley
1700	✓		Sonya Landon
30 Gully Meade	✓		Francis Ann
1 Gullymeade	✓		Larissa Belinelli
2 Gullymeade	✓		Bill Moran
1838 122	✓	NO	Barry C M. at at
122-1838	✓		
114 NORTH CHANNEL	✓		A. TOP
2106 RR #3	✓		Art Inger
3 Shore Line	✓		Ed Lanesnap
1 SHORELINE	✓		Roger Turper
109 RR 2	✓		Marcell W. Vally

ARE YOU INTERESTED IN NATURAL GAS!

HOUSE No.	YES	NO	
2114	✓		✓ Jerry Adams
19	✓		Bob Trapp
15	✓		John F. Kirkwood
19	✓		Quole Bilisile
1304	✓		Mr. Arus hony
2230	✓		J. Cooper
17	✓		Steve King
2223	✓		M. J. Cooper
2109	✓		John - Sig McCurdy
1313	✓		Margaret McNamee + Nigel Brundon
1807	✓		GLENN BROCHU Ahu

(11)

ARE YOU INTRESTED IN NATURAL GAS

HOUSE No.	YES	NO	
1834	✓		Wade Linn Eon
1840	✓		
1844	✓		Lise Harrigan
1851	✓		B. J. J.
line #9	✓		Cindy Lereve
7 Shoreline	✓		Jan F. Amos
5 Shoreline	✓		Ron & Vertis Construction Inc.
2221 Rd 2	✓		Vel. Treu
2113 Rd 2	✓		Bary Brown

19+22+24+11+8 = 84

ADAM CLOW EXT. 1800 360 9203 5316252



Randy Pitcher
Construction & Growth Rep
Kingston/Cornwall

Union Gas Limited
1653 Venture Dr.
Kingston, ON
K7P 0E9

Call 613 389 7088
Fax 762 1111
Mobile 513 558 8088
www.uniongas.com

H. Burkert

1837 County Rd 2
Johnstown, ON
K0E 1T1

Re: Request for natural gas service

Dear Mr. Burkert,

ERROR
"EAST"

Thank you for your request to obtain natural gas distribution service from Union Gas for County Rd 2 in Edwardsburgh, west of Johnstown.

We have completed a preliminary analysis of the economic feasibility of the proposed project using an Ontario Energy Board (OEB) approved model, that takes into account the costs we expect to incur for the project (construction costs plus ongoing operating and maintenance costs), as well as the revenues we expect to receive over a 40-year period for each new residential customer.

The OEB model determines whether a contribution is required from a customer to make a project economically viable and how much that contribution will be. Based on the specifics of this project which include running a 5,300 metre main pipeline extension along County Rd 2 from Empire Hannah Rd., to Grenville Park, and an estimated attachment of 50 new customers, there is an economic shortfall of over \$800,000. This represents an approximate \$18,000 contribution from each new customer to make up the shortfall.

In addition to the customer contribution noted above, residential customers converting to natural gas service would be required to cover the standard cost to run a gas service line from the road to their home and would be responsible for any costs to purchase and install natural gas equipment inside their home or business. Commercial and industrial customers may have to pay for their full service installation.

In our experience, given the costs outlined above, an expansion of gas service to this area is not viable and we have made the difficult decision not to extend natural gas service at this time.

In the meantime however, you can engage your neighbours to assess whether there are additional home and or businesses owners in this area that have an interest in switching to natural gas. The additional revenues could help reduce the individual customer contribution required for the project. If they are interested, please ask them to fill out the new business inquiry form at uniongas.com/naturalgasinquiry using the reference number that is cited in the title of this communication and we will reach out directly to them.

If you require further clarity on this project, please feel free to contact me.

Sincerely,

Adam Clow
New Business Project Coordinator
Union Gas Limited

1653 Venture Dr. / Kingston / K7P 0E9

aclow@uniongas.com

Phone 800-360-9203 ex.5316252

Cell 613-449-7189



Environmental Assessments & Approvals



February 13, 2007

AEC 06-249

Township of Edwardsburg/Cardinal
18 Centre Street
PO Box 129
Spencerville, ON K0E 1X0

Attention: Township of Edwardsburg/Cardinal

RE: Natural Gas Supply To Johnstown Ethanol Plant – Recommended Route

The purpose of this letter is to inform you that the recommended route for the natural gas pipeline to service the Johnstown Ethanol Plant has been selected. Following the public information centre held on January 19, 2007, project staff met and reviewed the information provided by the attendees at the public information centre, public comment, affected municipalities and government agencies. Based on this information Route A was selected as the recommended route. Please see attached map.

The recommended route will exit the existing station on Edward Street and travel south to Cedar Grove Road within the road allowance. The pipeline would be placed in the road allowance along Cedar Groove Street to the abandoned CPR right-of-way. At the CPR the route turns south placing the pipeline in the abandoned rail bed until the south side of Highway 401. The route would then turn east paralleling Highway 401 adjacent to the highway right-of-way. The pipeline would continue on this alignment until it turns south to align with Pirelli Drive to the south. The pipeline would follow the proposed alignment for a northern extension of Pirelli Drive, accessing the Ethanol Plant property at a point determined by the plant operators along the interface of the future Pirelli Drive and the property boundary.

Until detailed engineering is completed, it cannot be determined which side of the road allowances on Edward Street and Cedar Grove Road will be used. The preferences raised by the Cedar Grove Road residents will be incorporated into the decision.



The route was revised where it enters the Ethanol Plant property to avoid bisecting developable lands within the designated Economic Enterprise Policy Area or industrial lands, based on comments from Township of Cardinal/Edwardsburg staff that attended the public information centre. It will also be aligned along the unopened road allowance for the extension of Pirelli Road north to ensure the pipeline does not interfere with future industrial land development to the west.

We thank you for your comments and participation in the selection of the recommended route. We will be finalizing the Environmental Report for submission to the Ontario Energy Board to initiate the review and approval process at the end of February 2007. If you have any questions or concerns regarding the recommended route or any other aspect of the project please call either of the following project staff.

Doug Schmidt - Union Gas Environmental Department

1-800-571-8446, extension 2895 or email Dschmidt@uniongas.com

Paul Neals - Azimuth Environmental Consulting

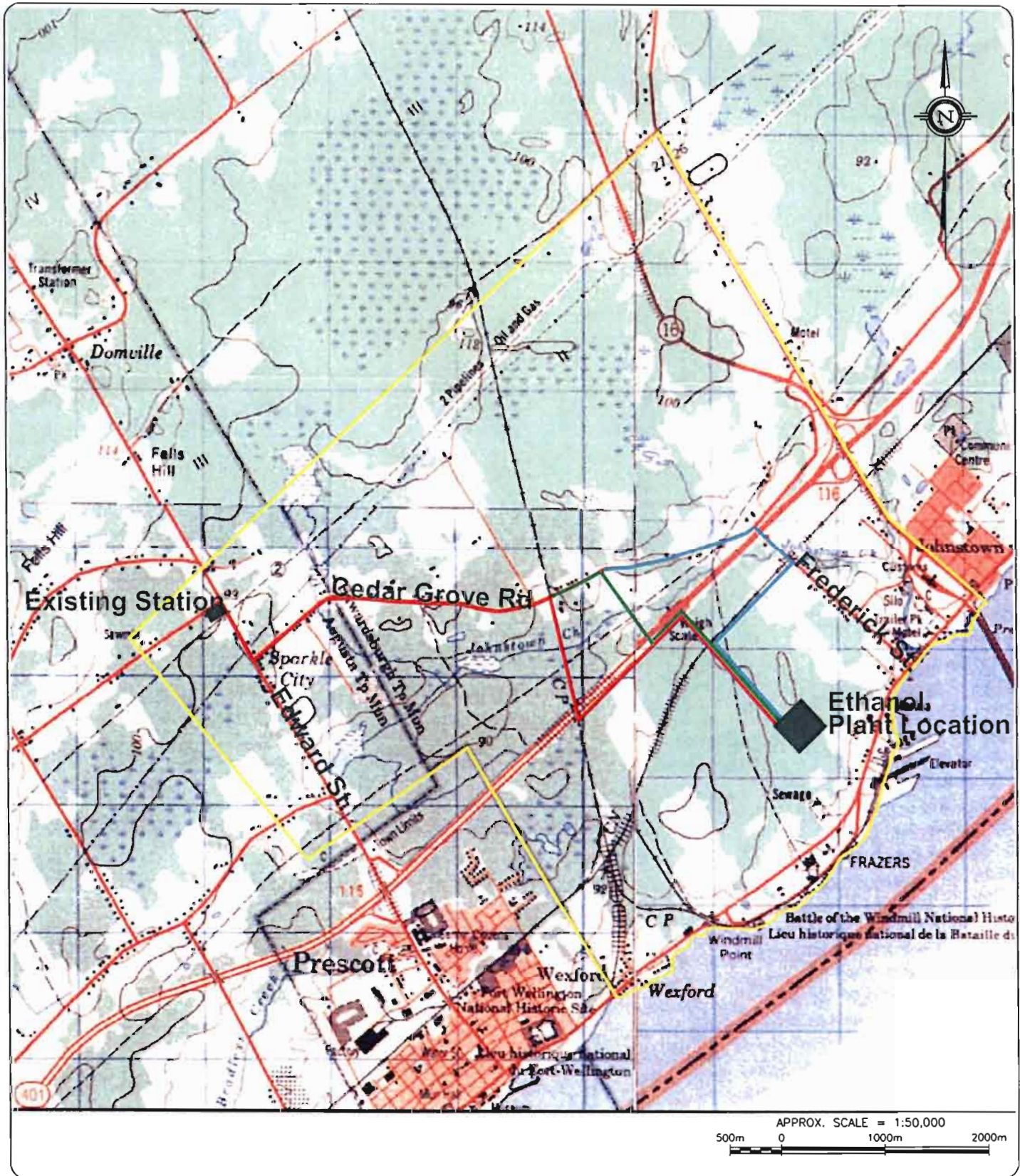
call collect at 1-705-721-8451 or email at paul@azimuthenvironmental.com

Yours truly,

AZIMUTH ENVIRONMENTAL CONSULTING, INC.

Paul Neals, B.Sc.Agr.
Vice-President

Attach.



Legend:

- Study Area
- Alternative Route A
- Alternative Route B
- Alternative Route C

(Note: Red Route along Cedar Grove Rd. is common to all routes)



ALTERNATIVE ROUTES

Date Issued: January 2007
 Created By: PHD
 Project No.: 06-249
 File Name: Figure 1

Johnstown Ethanol
 Plant Pipeline Project

Figure No.

1

- Pre-engineering field studies such as field survey, archaeological assessment (Winter/Spring 2007)
- Pipeline construction and cleanup (Summer/Fall 2007)
- Pipeline in service (Fall 2007)
- Post construction monitoring and cleanup, if required, during current or next growing season

6) Information Contacts

Please contact the following individuals if you have questions regarding:

Engineering

Bill Andryechn, Project Manager
Union Gas
1-888-401-6791 (ext. 7903)

Lands Department

Greg Shannon, Lands Agent
Union Gas
1-613-389-7006 (ext. 253)

Study Process and Approvals

Doug Schmidt, Environmental Planner
Union Gas
1-800-571-8446, Extension 2985

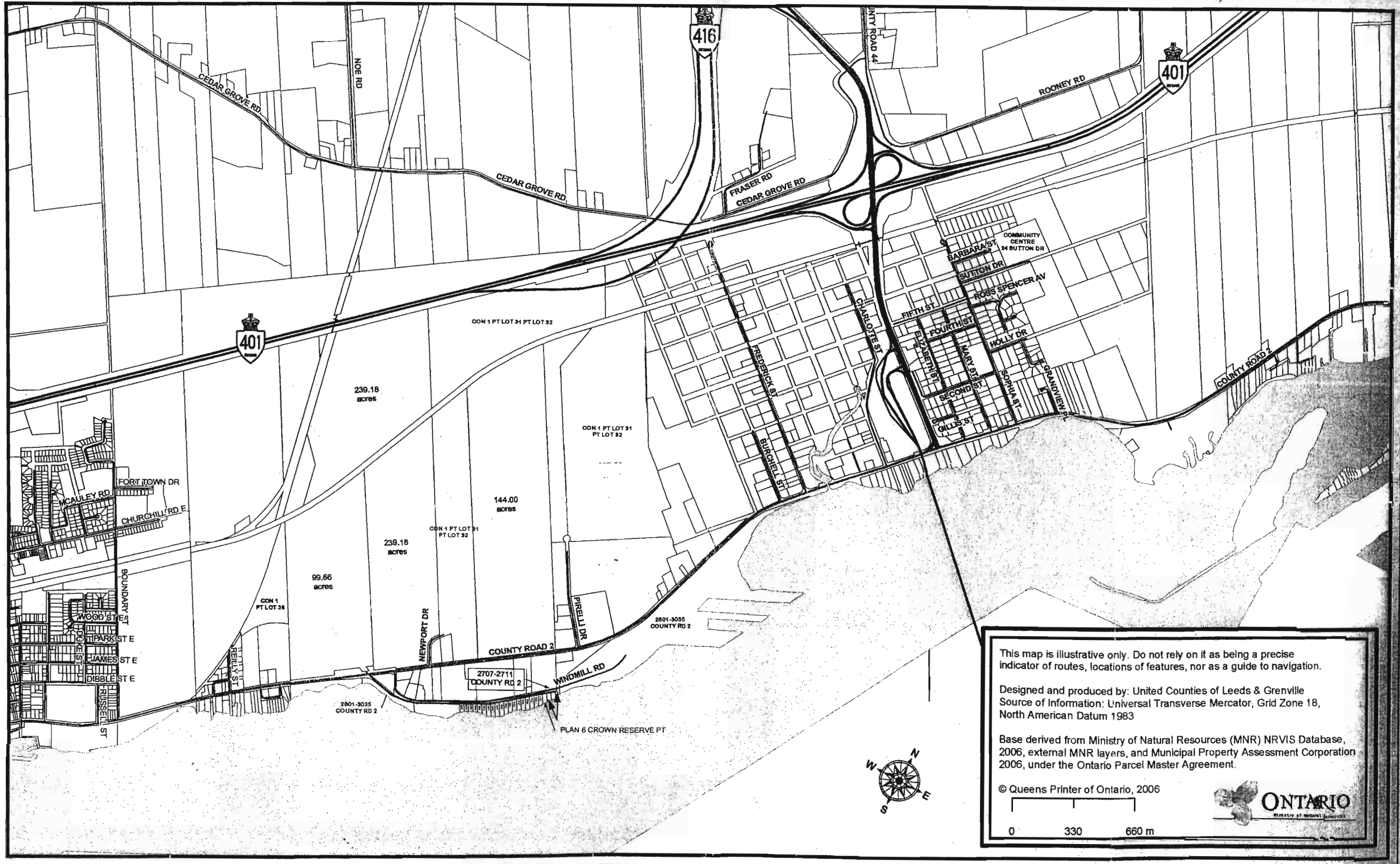
Environmental Studies

Paul Neals, Senior Environmental Planner
Azimuth Environmental
705-721-8451

Please call collect.



EDWARDSBURGH/CARDINAL - INDUSTRIAL PARK




This map is illustrative only. Do not rely on it as being a precise indicator of routes, locations of features, nor as a guide to navigation.

Designed and produced by: United Counties of Leeds & Grenville
Source of Information: Universal Transverse Mercator, Grid Zone 18, North American Datum 1983

Base derived from Ministry of Natural Resources (MNR) NRVIS Database, 2006, external MNR layers, and Municipal Property Assessment Corporation 2006, under the Ontario Parcel Master Agreement.

© Queens Printer of Ontario, 2006



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