

April 8, 2016

BY RESS & Courier

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

Dear Ms. Walli:

**Re: Union Gas Limited (“Union”)
Panhandle Relocation Project
Board File # EB-2015-0366**

Please find attached the revised Interrogatory Responses for the above noted project. For Board Staff 4a we had an incorrect number in our response, EB-2014-0041 and should have been EB-2015-0041.

Sincerely,

Shelley Bechard
Administrative Analyst, Regulatory Projects

Encl.

cc: Pascale Duguay, Manager Facilities Applications
Zora Crnojacki, Chair (OPCC)

UNION GAS LIMITED

Answers to Interrogatories from
Board Staff

1. Ref: Evidence, page 2, lines 4 to 14; Schedule 8 “Construction Schedule”; page 9 lines 12 to 14

Preamble:

The construction of the proposed pipeline project is planned to start in the spring 2016 to be completed by the fall 2016. By late 2016, Windsor Detroit Bridge Authority (WDBA) will finalize the purchase of the land for the plaza, including the new road allowance where the pipelines will be located. Once the purchase is finalized the WDBA will transfer the new roadway land rights to the City of Windsor. The rights to locate the pipelines in this new road allowance will be covered by the Franchise Agreement between Union and the City of Windsor.

Union explained that because it plans to start construction and complete the proposed project before the WDBA purchases the land and transfers land rights to the City of Windsor, it needs to acquire land rights from WDBA, Windsor Power Station (WWP) and Infrastructure Ontario. Union stated the acquisition of these land rights is underway and that no one has objected to granting Union these land rights.

Questions:

- a) Please explain the timing and the process of transfer of Union’s land rights to WDBA.
- b) When will the land rights covered by the Franchise Agreement between Union and the City of Windsor be in effect?

Responses:

- a) Union is in ongoing negotiations with WDBA for the necessary land rights to complete the project. The WDBA has not identified any issues with granting Union the necessary permanent and temporary land rights to complete the project. WDBA is currently reviewing Union’s documents and drawings and Union expects to have executed documents in the second quarter of 2016.
- b) The timing of when WDBA will transfer portions of its property to the City of Windsor which would then become part of a roadway covered under Union’s Franchise Agreement is not known at this time. In all cases Union will have the necessary land rights in place for the construction and operation of the pipeline, either from WDBA easements or the City of Windsor Franchise Agreement.

2. Ref: Evidence, page 6, lines 5 to 12

Preamble:

Construction of launcher and receiver facilities is part of the project and Union will need land rights for locating the launcher facilities. To obtain these land rights Union has commenced discussions with the City of Windsor.

Questions:

- a) What is the status and anticipated timeline of finalizing discussions with the City of Windsor regarding the land rights for the launcher facilities?
 - b) Are the required land rights subject to the Franchise Agreement?
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Responses:

- a&b) The land rights for the launcher receiver facility will be subject to Union's Franchise Agreement with the City of Windsor. Union met with the City of Windsor in February 2016 at which time the City of Windsor agreed with Union's position that these facilities could be constructed under the Franchise Agreement. The City of Windsor and Union have agreed to the location and restoration activities required to construct the proposed facilities.

3. Ref: Evidence, page 9 lines 12 to 14, page 9 lines 19-20,

Preamble:

Union stated that it is finalizing the easement agreements with WDBA and WWP who are two of the landowners along the route. Union noted that it needs easements from three landowners: WDBA, WWP and Infrastructure Ontario. Union also stated that it is in discussions with the remaining three directly affected landowners. Union needs to clarify the evidence regarding the landowner and the required land rights for construction and location of the proposed pipelines.

Questions:

- a) For clarification, please list all the landowners from whom Union requires permanent and temporary easements.
 - b) What is the status and prospect of negotiations with each of the landowners listed above?
 - c) What will be the terms of the permanent and temporary easement agreements?
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Responses:

- a) Union requires permanent and temporary land rights from WDBA, WWP and Infrastructure Ontario (“IO”). Union requires temporary land rights from Brighton Beach Power (“BBP”) and NemaK of Canada Corporation (“NemaK”).
- b) Union has signed Options for the necessary land rights with WWP.

Union expects to have the land rights in place with WDBA and IO in the second quarter of 2016.

Union expects to have the temporary land rights in place with BBP in the second quarter of 2016.

Negotiations for temporary land rights are ongoing with NemaK. If NemaK does not grant Union the temporary land rights Union has a plan in place to construct the proposed facilities without using temporary lands on the NemaK property.

- c) Union’s permanent easements do not terminate. The proposed temporary land use agreements terminate on December 31, 2017.

4. Ref: Evidence, Schedule 9 “Form of Easement Agreement”

Preamble:

Section 97 of the Ontario Energy Board Act requires Union to satisfy the OEB that it has offered or will offer to each owner of land affected by the pipeline route an agreement in a form approved by the OEB. Union filed a form of easement agreement in Schedule 9 that has been or will be offered to the affected landowners.

Questions:

- a) Was the form of easement agreement in Schedule 9 previously approved by the OEB? If so, please list the OEB file numbers and application proceedings.
 - b) Which landowners have been offered or will be offered the form of easement agreement filed in Schedule 9?
 - c) If any of the landowners along the route of the proposed project has not or will not be offered the form of easement agreement in Schedule 9, please identify these landowners and describe and file the forms of easement agreement offered to those landowners.
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Responses:

- a) The easement agreement found at Schedule 9 was previously approved by the OEB in EB-2013-0420 and EB-2015-0041.
- b) WWP, WDBA and IO were offered the form of easement agreement found at Schedule 9.
- c) Please refer to response 4b.

5. Ref: Evidence, page 11, lines 8 to 11, Schedule 13 “OPCC Review Summary”

Preamble:

The comments on the Environmental Report by Ontario Pipeline Coordination Committee (OPCC) are summarized in Schedule 13. The Environmental Report was also sent for review and comments to the City of Windsor, Essex Region Conservation Authority, First Nations and Métis Nation of Ontario. Union stated it would file an update of all the comments.

Questions:

- a) Please update the Schedule 13 and file the related correspondence.
 - b) File any comments received from First Nations and Métis Nation of Ontario.
 - c) Describe any concerns or issues raised by First Nations and Métis Nation of Ontario. How will Union address and resolve these issues and concerns?
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Responses:

- a) Please find attached at Schedule 1 an updated Schedule 13 summary table and additional correspondence.
- b) Union has received comments from the Chippewa of the Thames stating they had no concerns with the project. A copy of the letter from the Chippewa of the Thames can be found at Schedule 2.
- c) No other comments, concerns or issues have been raised by the First Nations or Metis Nation regarding this project.

6. Ref: Application

Preamble:

Union applied for leave to construct facilities under section 90(1) of the OEB Act.

Question:

Please comment on whether the OEB's standard conditions of approval (see below) are appropriate for this project.

Draft
Leave to Construct Conditions of Approval
Application under Section 90 of the OEB Act
Union Gas Limited
EB-2015-0366

1. Union Gas Limited (Union) shall construct the facilities and restore the land in accordance with the Board's Decision and Order in EB-2015-0366 and these Conditions of Approval.
2. (a) Authorization for leave to construct shall terminate 12 months after the decision is issued, unless construction has commenced prior to that date.

(b) Union shall give the Board notice in writing:
 - i. of the commencement of construction, at least ten days prior to the date construction commences;
 - ii. of the planned in-service date, at least ten days prior to the date the facilities go into service;
 - iii. of the date on which construction was completed, no later than 10 days following the completion of construction; and
 - iv. of the in-service date, no later than 10 days after the facilities go into service.
3. Union shall implement all the recommendations of the Environmental Report filed in the proceeding, and all the recommendations and directives identified by the Ontario Pipeline Coordinating Committee review.
4. Union shall advise the Board of any proposed change to Board-approved construction or restoration procedures. Except in an emergency, Union shall not make any such change without prior notice to and written approval of the Board. In the event of an emergency, the Board shall be informed immediately after the fact.

5. Both during and after construction, Union shall monitor the impacts of construction, and shall file with the Board one paper copy and one electronic (searchable PDF) version of each of the following reports:
- a) a post construction report, within three months of the in-service date, which shall:
 - i. provide a certification, by a senior executive of the company, of Union's adherence to Condition 1;
 - ii. describe any impacts and outstanding concerns identified during construction;
 - iii. describe the actions taken or planned to be taken to prevent or mitigate any identified impacts of construction;
 - iv. include a log of all complaints received by Union, including the date/time the complaint was received, a description of the complaint, any actions taken to address the complaint, the rationale for taking such actions; and
 - v. provide a certification, by a senior executive of the company, that the company has obtained all other approvals, permits, licences, and certificates required to construct, operate and maintain the proposed project.
 - b) a final monitoring report, no later than fifteen months after the in- service date, or, where the deadline falls between December 1 and May 31, the following June 1, which shall:
 - i. provide a certification, by a senior executive of the company, of Union's adherence to Condition 3;
 - ii. describe the condition of any rehabilitated land;
 - iii. describe the effectiveness of any actions taken to prevent or mitigate any identified impacts of construction;
 - iv. include the results of analyses and monitoring programs and any recommendations arising therefrom; and
 - v. include a log of all complaints received by Union, including the date/time the complaint was received, a description of the complaint, any actions taken to address the complaint, the rationale for taking such actions.

Response:

Union can accept all of the above Proposed Conditions of Approval.