

October 6, 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”)
Sudbury Maley Replacement Project
Board File # EB-2016-0222**

Further to the interrogatories received in the above noted matter, please find attached two copies of Union’s responses.

Sincerely,

Shelley Bechard
Administrative Analyst, Regulatory Projects

Encl.

cc: Pascale Duguay
Zora Crnojacki
Daniel Kim

UNION GAS LIMITED

Answers to Interrogatories from
Board Staff

1. Please confirm that Union has a current, unexpired, certificate of public convenience and necessity, issued by the OEB, with the City. If so, please provide a copy.
-

Response:

Please see Attachment 1 for a copy of Union's current Franchise and Attachment 2 for Union's Certificate of public convenience and necessity for the City of Greater Sudbury.

BY-LAW 2013-181

**A BY-LAW OF THE CITY OF GREATER SUDBURY TO
AUTHORIZE A FRANCHISE AGREEMENT WITH UNION GAS LIMITED**

WHEREAS the Council of City of Greater Sudbury deems it desirable 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 *21ST* day of *NOVEMBER*, 2013 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 CITY OF GREATER SUDBURY
HEREBY ENACTS AS FOLLOWS:

1. The Franchise Agreement between City of Greater Sudbury 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. The General Manager of Infrastructure Services and the Executive Director Administrative Services/City Clerk be and they are hereby authorized and instructed on behalf of City of Greater Sudbury to enter into and execute under its corporate seal and deliver the Franchise Agreement.

3. This by-law shall come into force and take effect as of the final passing thereof.

READ A FIRST AND SECOND TIME IN OPEN COUNCIL this 9th day
of July, 2013.



Mayor



Clerk

READ A THIRD TIME AND FINALLY ENACTED AND PASSED IN OPEN COUNCIL
this 10 day of December , 2013.



Mayor



Deputy
Clerk

2000 Model Franchise Agreement

THIS AGREEMENT effective this 10th day of December, 2013

BETWEEN:

CITY OF GREATER SUDBURY

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.

19. **Agreement Binding Parties**

This Agreement shall extend to, benefit and bind the parties thereto, their successors and assigns, respectively.

IN WITNESS WHEREOF the parties have executed this Agreement effective from the date written above.

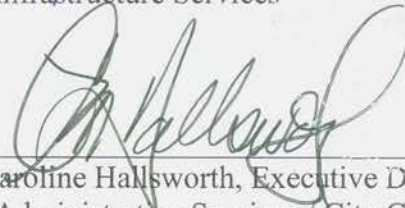
CITY OF GREATER SUDBURY

Per:



Tony Cecutti, General Manager of
Infrastructure Services

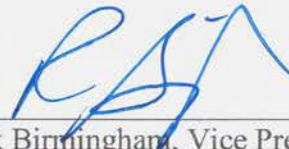
Per:



Caroline Hallsworth, Executive Director
Administrative Services / City Clerk

UNION GAS LIMITED

Per:



Rick Birmingham, Vice President

Per:



Paul Rietdyk, Vice President, Construction and
Storage and Transmission Operations



RP-2003-0122

EB-2003-0165

IN THE MATTER OF the *Municipal Franchises Act*,
R.S.O. 1990, c. M.55, as amended;

AND IN THE MATTER OF an application by Union Gas Limited for an order cancelling existing Certificates of Public Convenience and Necessity for some geographic areas now incorporated within the Greater City of Sudbury and replacing these with a single Certificate of Public Convenience and Necessity for the geographic area of the City of Greater Sudbury.

Before:

Art Birchenough
Presiding Member

Paul Vlahos
Vice Chair and Member

DECISION AND ORDER

Union Gas Limited ("Union") filed an application dated June 9, 2003 with the Ontario Energy Board under the *Municipal Franchises Act*, R.S.O. 1990, c. M.55 for an order of the Board that cancels the existing Certificates of Public Convenience and Necessity for several former municipalities now incorporated within the geographic area of the City of Greater Sudbury (the "Municipality") and replaces these with a new Certificate of Public Convenience and Necessity for the entire Municipality. The Board assigned File No. RP-2003-0122/EB-2003-0165 to this Certificate Application.

The Board's Notice of Application was published on July 15, 2003 and July 16, 2003. There were no intervenors. On August 7, 2003 the Board issued a Notice of Written Hearing. No party sought an oral hearing.

Effective January 1, 2002, various municipalities were amalgamated to form the City of Greater Sudbury. Union is presently serving parts of the Municipality and has Certificates of Public Convenience and Necessity as follows: the former City of Sudbury (F.B.C. 258, F.B.C. 303 and a cer-

tificate dated August 15, 1956); former Regional Municipality of Sudbury (E.B.C. 135, E.B.C. 136, E.B.C. 113, E.B.C. 123, E.B.C. 20, F.B.C. 341, F.B.C. 258, F.B.C. 303, E.B.C. 33, E.B.C. 35); former City of Valley East (E.B.C. 123); former Township of Rayside-Balfour (E.B.C. 113); former Town of Capreol (E.B.C. 136); former Town of Onaping Falls (E.B.C. 135); former Town of Walden (E.B.C. 33, E.B.C. 35, F.B.C. 304); and former Town of Nickel Centre (E.B.C. 20, F.B.C. 341 and F.B.C. 327).

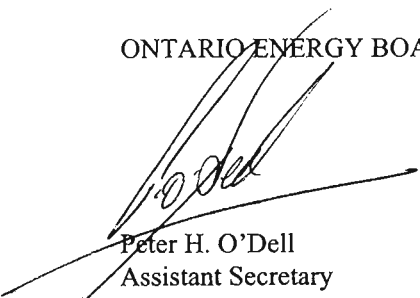
The Board finds that it is in the public interest to grant the application and that public convenience and necessity appear to require that approval be given.

IT IS THEREFORE ORDERED THAT:

1. Certificates of Public Convenience and Necessity for the former City of Sudbury (F.B.C. 258, F.B.C. 303 and a certificate dated August 15, 1956); former Regional Municipality of Sudbury (E.B.C. 135, E.B.C. 136, E.B.C. 113, E.B.C. 123, E.B.C. 20, F.B.C. 341, F.B.C. 258, F.B.C. 303, E.B.C. 33, E.B.C. 35); former City of Valley East (E.B.C. 123); former Township of Rayside-Balfour (E.B.C. 113); former Town of Capreol (E.B.C. 136); former Town of Onaping Falls (E.B.C. 135); former Town of Walden (E.B.C. 33, E.B.C. 35, F.B.C. 304); and former Town of Nickel Centre (E.B.C. 20, F.B.C. 341 and F.B.C. 327) are cancelled.
2. A Certificate of Public Convenience and Necessity, attached as Appendix A [oeb:12TZ5-0:1], is granted to Union Gas Limited to construct works to supply gas in the entire geographic area of the City of Greater Sudbury.

DATED at Toronto, October 2, 2003.

ONTARIO ENERGY BOARD


Peter H. O'Dell
Assistant Secretary

**APPENDIX "A" TO
BOARD DECISION AND ORDER
NO. RP-2003-0122/EB-2003-0165
DATED October 2, 2003
A Certificate of Public Convenience and Necessity
for the entire geographic area of the City of Greater Sudbury
[oeb:12TZ5-0:1]**

Ontario Energy
Board

Commission de l'Énergie
de l'Ontario



RP-2003-0122

EB-2003-0165

Certificate of Public Convenience and Necessity

The Ontario Energy Board hereby grants

Union Gas Limited


approval under section 8 of the *Municipal Franchises Act*, R.S.O. 1990, c. M.55, to construct works to supply gas to the

City of Greater Sudbury.

This certificate replaces the certificates of the former municipalities that are now within the geographic area of the City of Greater Sudbury.

DATED at Toronto, October 2, 2003.

ONTARIO ENERGY BOARD


Peter H. O'Dell
Assistant Secretary

2. The newest edition of the OEB's Environmental Guidelines, dated August 2016, recommends a sequence of steps in the preparation of an Environmental Report (ER). OEB staff observed that there is no mention of the Ontario Pipeline Coordinating Committee (OPCC) in the ER or the application.
- a) Has the ER been circulated to the OPCC for input into the routing or siting of the proposed project? If not, please provide Union's rationale for not circulating the ER to the OPCC.
 - b) If Union's answer to question a) is yes, what were, if any, the comments from the OPCC? Please provide copies of all comments from and correspondence with the OPCC.
 - c) If the ER was not reviewed by the OPCC, please explain in detail what type of agency consultation was conducted. Please provide copies of all correspondence between Union and those that were contacted through this consultation.
-

Response:

- a) The Environmental Report ("ER") was circulated to the OPCC members on August 18, 2016. Please see Attachment 1 for a list of the OPCC members who received a copy of the ER.
- b) One comment has been received as part of the OPCC review. This comment is from the Technical Standard Safety Association, please see Attachment 2 for TSSA's comments and Union's response.
- c) N/A

LIST OF OPCC MEMBERS- May 16, 2016

<p>Ms. Zora Crnojacki Ontario Energy Board P.O. Box 2319 2300 Yonge Street, 26th Floor Toronto, ON M4P 1E4</p> <p>Tel: 416-440-8104 Fax: 416-440-7656 Zora.Crnojacki@oeb.gov.on.ca</p>	<p>Ms. Linda Pim Ministry of Agriculture, Food and Rural Affairs 1 Stone Road West, 3rd floor SE Guelph ON N1G 4Y2</p> <p>Tel: 519-826-3380</p> <p>Linda.Pim@ontario.ca</p>
<p>Mr. Chris Schiller Manager, Culture Services Unit Ministry of Culture 400 University Avenue, 4th floor Toronto ON M7A 2R9 Tel:(416) 314-7144 Fax: 314-7175 Chris.schiller@ontario.ca</p>	<p>Mr. Tony Difabio Ministry of Transportation 301 St. Paul Street, 2nd floor St. Catharines ON L2R 7R4</p> <p>Tel: (905) 704-2656 Tony.difabio@ontario.ca</p>
<p>Mr. Kourosh Manouchehri Technical Standards and Safety Authority 3300 Bloor St. W., 14th Floor, Centre Tower Toronto, ON M8X 2X4</p> <p>Tel: (416) 734-3539 Fax: (416) 231-7525 kmanouchehri@tssa.org</p>	<p>Ms. Sally Renwick Team Lead, Environmental Planning Ministry of Natural Resources and Forestry Land Use and Environmental Planning Section Policy and Planning Coordination Branch 300 Water Street, Peterborough ON K9J 8M5 Tel: 705-755-5195 Fax: 705-755-1971</p> <p>sally.renwick@ontario.ca</p>
<p>Ms. Bridget Schulte-Hostedde Manager, Community Planning and Development Ministry of Municipal Affairs and Housing, Municipal Services Office - North (Sudbury) 159 Cedar St, Suite 401 Sudbury ON P3E 6A5 Tel: 705-564-681 bridget.schulte-hostedde@ontario.ca</p>	

	<p>Ms. Emma Sharkey Senior Advisor Aboriginal Energy Policy Ministry of Energy 6th Floor, 77 Grenville Street Toronto, Ontario M7A 2C1 Tel.:416-327-2116 Emma.Sharkey@Ontario.ca</p>
<p>Ms. Marlo Spence Lair Senior Policy Advisor Regulatory and Agency Policy Unit Ministry of Energy 77 Grenville Street, 5th floor Toronto ON M7A 2C1 Tel: 416-212-7489 Marlo.SpenceLair@ontario.ca.</p>	<p>Ministry of Environment and Climate Change (MOECC) Regional Contact-Northern Ms. Paula Allen Supervisor, APEP 199 Larch Street, Suite 1101 Sudbury ON P3E 5P9 Tel: (705) 564-3273 Fax: (705) 564-4180 email: paula.allen@ontario.ca</p>
<p>Infrastructure Ontario Mr. Patrick Grace 1 Dundas Street West Suite 2000 Toronto, ON M5G 2L5 Patrick.Grace@infrastructure.ca</p>	<p>Ministry of Economic Development, Employment and Infrastructure Mr. Joseph Vecchiolla Joseph.Vecchiolla@ontario.ca 777 Bay Street, 4th Floor, Suite 425 Toronto, Ontario, M5G 2E5 Tel: 416-325-1561 Fax 416-212-4941</p>

From: [Iamarino, Mark](#)
To: [Dumouchelle, Norm](#)
Cc: [Knight, Mark](#)
Subject: FW: SR# 1941078 - Consultation Application - Union Gas Pipeline Project - 2016 Sudbury Replacement Maley Project
Date: September-14-16 9:36:57 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

Hi Norm - Just an FYI.

Mark I.

From: Fitore Idrizaj [mailto:fidrizaj@tssa.org] **On Behalf Of** FS Submissions
Sent: Wednesday, September 14, 2016 9:35 AM
To: Iamarino, Mark
Cc: Kourosh Manouchehri
Subject: SR# 1941078 - Consultation Application - Union Gas Pipeline Project - 2016 Sudbury Replacement Maley Project

Good Morning Mark,

Please note that your consultation application at the above mentioned location has been processed under SR# 1941078 and assigned to Kourosh Manouchehri on regular service.

Should you have any questions or concerns, please contact Kourosh directly.

Best Regards,



Fitore Idrizaj | Administrative Assistant FS Engineering

FS Program Administration

345 Carlingview Drive

Toronto, Ontario M9W 6N9

Tel: +1-416-734-3477 | E-Mail: fidrizaj@tssa.org

www.tssa.org



From: Kourosh Manouchehri
Sent: Monday, September 12, 2016 6:24 AM
To: FS Submissions <fssubmissions@tssa.org>
Subject: CONSULTATION APPLICATION- Fwd: Union Gas Pipeline Project - 2016 Sudbury

Replacement Maley Project

Hi,

Please process this application and assign it to me.

Thanks,



Kourosch Manouchehri, P.Eng., PMP | Engineer

Fuels Safety

[345 Carlingview Drive](#)

[Toronto, Ontario M9W 6N9](#)

Tel: [+1-416-734-3539](#) | Fax: [+1-416-231-7525](#) | E-

Mail: kmanouchehri@tssa.org

www.tssa.org



Begin forwarded message:

From: "Iamarino, Mark" <Mark.Iamarino@stantec.com>

Date: September 9, 2016 at 4:31:12 PM EDT

To: Kourosch Manouchehri <kmanouchehri@tssa.org>

Subject: RE: Union Gas Pipeline Project - 2016 Sudbury Replacement Maley Project

Hi Kourosch,

Thanks for calling. I have completed the application form as discussed. Please see attached. If you require any additional information, please let me know.

Have a good weekend,

Mark Iamarino

Environmental Planner

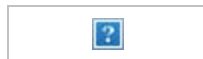
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From: Kourosch Manouchehri [<mailto:kmanouchehri@tssa.org>]

Sent: Friday, September 09, 2016 2:17 PM

To: Iamarino, Mark

Subject: RE: Union Gas Pipeline Project - 2016 Sudbury Replacement Maley Project

Hi Mark,

I just left a voice message for you. The form might not be the suite for this service and is used in interim because of lack of better form. The main reason to use this form was to create a "service request (SR)". I could simply pick the account number from UG licenses and create an SR, however the invoices would be gone to wrong persons in UG that might not be related to this project. Also I was not sure who will be the contact person and invoicee.

I suggest we have phone conversation to talk more about this topic. We might come up with some idea as how to proceed. I am not in the office on Monday, Sep 12 and in the meeting Wednesday Sep14. But I am available any other day next week.

Thanks,

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3. Ref: Application, page 1 of 10

Union is proposing to replace and upsize approximately 1955 metres of NPS 10 pipeline and replace 854 metres of NPS 12 pipeline.

- a) What is the estimated useful life left on the existing NPS 10 and NPS 12 pipeline?
- b) What is the net book value of the existing NPS 10 and NPS 12 pipeline?
- c) Does the abandonment of the NPS 10 and/or NPS 12 pipeline have any significant impacts from an accounting perspective? What will be the accounting treatment of abandoning this asset?
- d) What are the rate consequences for customers from the abandonment of the existing pipeline and the adoption of a new one? Please describe the changes in revenue requirement by element.

Response:

- a) Union's expectation for the actual useful life of the pipelines is indefinite if properly maintained.
- b) The net book value of the North Distribution Mains – Metal as of December 31, 2015 is \$158.5 million. As Union uses group method accounting, accumulated depreciation is maintained for the entire group, not for individual assets. Accordingly, the net book value of the existing NPS 10 and NPS 12 pipeline at December 31, 2015 is estimated to be zero.
- c) The abandonment of the NPS 10 and NPS 12 pipeline does not have any significant impacts from an accounting perspective. The treatment of abandoning these assets will be to debit accumulated depreciation and credit the gross plant cost. There will be no rate base impact.
- d) During the current IRM period Union will be responsible for the costs of construction within Union's existing Capital budget. These costs will form part of Union's Rebasing application in 2019.

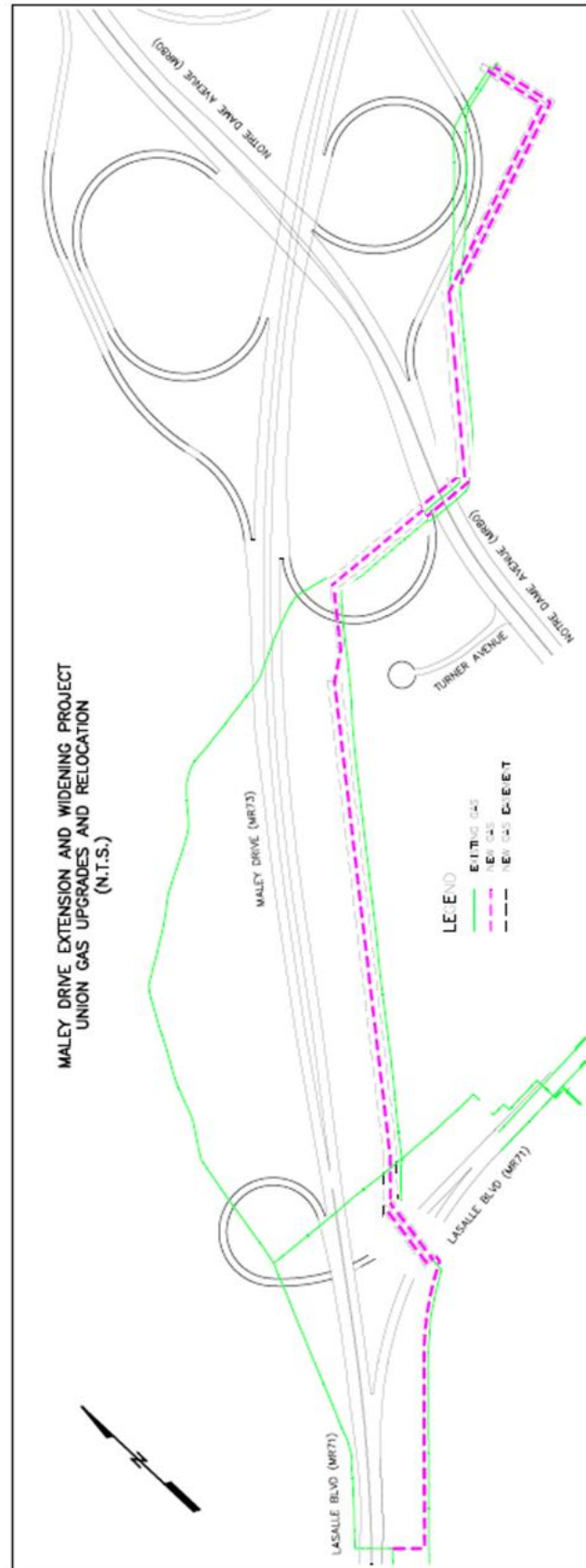
4. Ref: Schedule A

Union provided a map of the proposed project.

- a) Please provide an updated map which shows the proposed pipeline and the potential route where the Maley Drive expansion is to take place.

Response:

- a) Please see Attachment 1 for a map showing the Maley Drive expansion and the Proposed Facilities.



5. Ref: Schedule 3, pages 1 and 2 of 2

Project Relocation Requests were made on April 18, 2016 by David Shelsted.

- a) Please confirm David Shelsted's position within the City and his authority to make a request on behalf of the city.
- b) Is there any other supporting evidence and/or documentation from the City requesting Union to move its existing pipelines?

Response:

- a) David Shelsted MBA, P.Eng is the Director of Roads and Transportation Services, Infrastructure Services, Roads and Transportation for the City of Greater Sudbury. In this position he has the authority to issue move orders to Union Gas.
- b) Please see Attachment 1 for an article from the Sudbury Star in relation to the Maley Drive Project. Please see Attachment 2 for a motion from the City of Greater Sudbury regarding the Maley Drive Project from the March 22, 2016 council meeting.

NEWS LOCAL

Trudeau announces \$26.7M for Sudbury road project



By [Mary Katherine Keown](#), The Sudbury Star

Friday, April 8, 2016 1:37:17 EDT AM

Prime Minister Justin Trudeau announced infrastructure funding in Sudbury on Thursday, April 7, 2016. Trudeau announced \$26.7 million in federal money for the Maley Drive Extension Project. Gino Donato/Sudbury Star

The Maley melee is finally over and the road will be built.

Prime Minister Justin Trudeau stopped by the Nickel City on Thursday to deliver a message and several million dollars for the Maley Drive extension project.

With a current price tag of \$80.1 million for phase one, a three-way cost-sharing agreement will see the municipal, provincial and federal governments each contributing \$26.7 million. The money comes from the Building Canada Fund and is part of about \$120 billion the Liberals pledged to spend on infrastructure over 10 years in the budget they presented in March.

"This funding will help to create good jobs, better our communities and grow the middle class," Trudeau said to a clapping crowd. "This \$26.7 million investment will fund the creation of a new, much needed east-west arterial link through the city. This important initiative will reduce traffic congestion, improve commuter safety and get people home on time – and take ore trucks off Lasalle. My government is proud to invest in Sudbury and the people who call it home."

Mayor Brian Bigger, who said Maley Drive is critical to the city's growth, was effusive in his praise for Trudeau and the project. He pointed to job creation, savings in the millions of dollars and the economic value the roadway will provide. He called Maley Drive forward thinking and said it will meet the city's future needs.

"I would like to thank the Government of Canada, specifically Prime Minister Justin Trudeau and MPs Marc Serre and Paul Lefebvre for this significant investment in Greater Sudbury," Bigger said. "The Maley Drive Extension Project is critical to the economy of Greater Sudbury, creating 780 jobs, contributing \$135.6 million in net economic value, while positioning the city for growth. I'm thrilled that this project will be moving forward as it is a foundational element of our road network, consistent with a future vision for our community, ensuring the efficient movement of goods and people, safety, and environmental sustainability."

The prime minister said Maley Drive will, ultimately, be good for Canada, but stressed it is a local, not national, priority.

"It's up to the federal government to be listening to the experts we have here – strong voices from the municipal and provincial levels who are thinking long and hard about which priorities are going to advance opportunities for Sudburians and for the entire region," he said. "I want to know that these are investments that are important to the community, that are part of a plan to grow the economy and create opportunities for citizens."

The project has been on the books for more than 30 years and has coursed through the discussions and decisions of many city councils. But finally, it will go ahead.

"Now it's finally becoming a reality," Liberal MPP Glenn Thibeault said Thursday. "The benefits don't just include reducing traffic flow on Lasalle Boulevard and The Kingsway. There'll be more options for local drivers and alternate routes for mining companies. And let's not forget 800 jobs will be created during this expansion."

The city currently has \$10.5 million in its Maley Drive coffers and has been depositing \$2.3 million annually. Bigger said recently that four years after the completion of the project – which should take three years to complete – he expects the city will have paid off its portion of the roadway. The mayor said he does not foresee any cost overruns from the project and added there could be shovels in the ground within a few months.

Bigger said previously he expects the extension will remove 10,000 vehicles daily from Lasalle Boulevard, including as many as 1,500 trucks per day, and could extend its useful life by eight to 10 years. It would also remove 4,000 vehicles from The Kingsway.

Construction of the project has been split into two phases.

Phase one would include the construction of a new four-lane road near the intersection of Frood Road and Lasalle Boulevard (across from College Boreal) to extend to the intersection of Maley Drive and Barrydowne Road; the reconstruction of Maley Drive from Barrydowne to Falconbridge Road; the construction of a clover-leaf interchange at the intersection of Highway 69 North and the Maley Drive extension; the widening of Notre Dame Avenue to six lanes; the construction of a clover-leaf interchange along the Lasalle extension, between College Boreal and Macdonald Cartier school; and the construction of roundabouts where Maley Drive meets Barrydowne Road and Lansing Avenue.

Phase two would include four-laning of the road leading from the intersection of Frood Road and Lasalle Boulevard to Municipal Road 35; the widening of the existing section of Maley Drive from two to four lanes; and the reconstruction of an existing CN railway crossing west of Falconbridge Highway, which will include a bridge for traffic. Phase two is expected to cost at least \$50 million.

According to the city, this project informs the official plan and the transportation master plan, and will deliver short, medium, and long-term benefits for residents and industries throughout the community.

"The Maley Drive extension is one element of a more comprehensive capital program," Tony Cecutti, the city's general manager of infrastructure services, said in a press release. "Our staff have worked diligently to keep the project shovel-ready, and we are ready to move forward."

mkkeown@postmedia.com

Twitter: [@marykkeown](https://twitter.com/marykkeown)

705 674 5271 ext. 505235

Recess

At 8:14 p.m. Council recessed.

Reconvene

At 8:27 p.m. Council reconvened.

MOTIONS

Maley Drive Extension

The following motion was presented by Mayor Bigger:

CC2016-123 Bigger/Kirwan/Jakubo: WHEREAS Maley Drive Extension has been identified as a priority for new road construction and envisaged in the Official Plan as part of the proposed major road network and a foundational element of our transportation network needs;

AND WHEREAS, the overall construction of the Maley Drive Extension will create approximately 780 jobs and contribute an estimated \$135.5 million net economic value, reduce traffic by as much as 10,000 vehicles a day on Lasalle Boulevard, and 4,000 vehicles a day on the Kingsway, remove heavy truck traffic from major arterial routes, enhance safety, improve access to core business and retail areas of the city and increase the efficiency of transporting aggregate and ore within the City of Greater Sudbury;

AND WHEREAS, the cost-benefit analysis provides a direct benefit to drivers through reduced travel times resulting in a positive economic benefit;

AND WHEREAS the provincial government has agreed to allocate \$26.7 million towards the first phase of the project and the federal government has expressed interest in financing the project;

AND WHEREAS, the Maley Drive extension would improve mobility, efficiency, safety and environmental sustainability consistent with the Building Canada Fund program;

THEREFORE, BE IT RESOLVED THAT Council reaffirms its support for the Maley Drive Extension project, and directs staff to continue working with our federal partners on securing funding from the Building Canada Fund to ensure the timely completion of this valuable community project.

Proceed Past 9:00 p.m.

Sizer/Lapierre: THAT this meeting proceeds past the hour of 9:00 p.m.

CARRIED

MOTIONS (cont'd)

Maley Drive Extension
CC2016-123 (cont'd)

RECORDED VOTE

YEAS

NAYS

Signoretti	Vagnini
Montpellier	
Dutrisac	
Kirwan	
Lapierre	
Jakubo	
Sizer	
McIntosh	
Cormier	
Reynolds	
Landry-Altmann	
Bigger	

CARRIED

CIVIC PETITIONS

Animal Services

Councillor Kirwan submitted a petition to the City Clerk signed by approximately 1321 area residents which will be forwarded to the Executive Director, Administrative Services/City Clerk. The petition is requesting that Council reverse its decision to bring animal control enforcement services in-house and asking that an RFP be issued for both enforcement and pound services.

**Beech Street
Parking Lot**

Councillor Landry-Altmann submitted a petition to the City Clerk signed by approximately 67 area residents which will be forwarded to the General Manager of Assets, Citizen and Leisure Services. The petition is requesting that the two (2) hours of free parking at the Beech Street lot be reinstated.

QUESTION PERIOD

Pothole Repair

Councillor Signoretti asked if there are any new long-lasting methods for pothole repair.

The Director of Roads and Transportation Services replied staff is always looking for new materials and innovative techniques and that the City would be receiving new grades of asphalt soon. He noted the weather conditions at this time of year present challenges for repairs and the bulk of repairs would be done as it gets warmer and drier but in the meantime some repairs are required and continue to be completed.

6. Ref: Application, page 2 of 10

Union reviewed the proposed growth forecasts for the Sudbury area to determine if increasing the size of these pipelines would be a benefit to the system. Based on proposed growth, in Sudbury and the surrounding area, Union determined to increase the size of the NPS 10 pipeline to NPS 12 throughout the entire area.

- a) Please provide supporting evidence for the growth forecasts for the Sudbury area used by Union in its analysis.
- b) How did Union incorporate impacts of Cap and Trade, Ontario's CCAP and DSM in growth forecasts for the Sudbury area?

Response:

- a) The Design Day demands on the Sudbury System for the period 2011-2012 to 2021 are shown below.

	Winter Design Day (51.9 HDD) Demands per Year in m ³ /hr									
	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021
Total	154,957	155,901	160,044	177,627	183,523	184,895	186,284	187,692	189,117	190,561

The proposed facilities will provide approximately 1250 m³/hr of capacity which is the equivalent of approximately one year's growth.

- b) The need for this Project has been demonstrated through the growth forecasts for the Sudbury area. Union does not expect Cap and Trade, the CCAP or DSM to have any material impact on natural gas demand over the term of the growth forecast

7. Ref: Application, page 3 of 10

Union noted that in consideration for future potential development along the route, the proposed pipeline is designed to meet Class 3 location requirements.

- a) Please provide the classification definitions used to determine the class location requirements for the proposed pipeline.

Response:

- a) To determine Class Location, CSA Z662-15 uses a classification system that takes into account land use and population density. The classifications are as follows:

- 1) Class 1 areas consist of 10 or fewer dwellings;
- 2) Class 2 areas consist of 11 to 45 dwellings, or a building occupied by 20 or more persons during normal use such as playgrounds, recreational areas, or other places of public assembly as well as industrial installations;
- 3) Class 3 areas consist of 46 or more dwellings; and,
- 4) Class 4 contains a prevalence of buildings intended for human occupancy with 4 or more stories above ground.

The Class Location boundaries are determined by a sliding boundary 1.6 kilometres long by 400 metres wide centered over the Proposed Pipeline. This method covers existing development. This is supplemented with information for future development through discussions with landowners and municipalities. The Proposed Pipeline may be designed to accommodate a higher Class Location to be compatible with future development.

Class 3 was chosen as the design class for this pipeline as there are several Class 3 locations along the system. Designing to Class 3 will allow for future growth in the area without having to replace the pipeline.

8. Ref: Schedule 15, Environmental Protection Plan, Page 4 of 98

It is indicated that determination of the route alternatives were conducted in January 2016.

- a) What route alternatives were considered when first approached by the City?
- b) Please provide in a matrix format a comparative assessment of all alternatives considered. For each alternative provide: incremental capacity, cost, in-service date, and any other assessment criteria used in the evaluation.

Response:

a/b)

Due to the short length of the Proposed Facilities and the Proposed location of the new Maley Drive there are limited alternatives. No alternatives were considered for the current NPS 12 pipeline. For the existing NPS 10 alternatives of replacing the pipe size for size or increasing the size to NPS 12 were considered.

The table below identifies the incremental capacity, cost, and in-service date of these two alternatives.

Alternative	Incremental Capacity (m ³)	Cost (M)	In-Service Date
NPS 10	0	\$ 3.9	October 2017
NPS 12	1250	\$ 4.2	October 2017

As there is no significant difference in the costs of increasing the pipe size from NPS 10 to NPS 12 and there is forecasted growth in the Sudbury System, Union is proposing to replace the existing NPS 10 with NPS 12 consistent with past projects in the Sudbury area.

9. Ref: Application, page 3 of 10

Union indicated that a discounted cash flow (DCF) has not been completed for this project as the project is underpinned by the move order received from the City.

- a) Please provide a completed DCF report for each alternative Union considered when it received the move order from the City.
- b) If the DCF is not applied for economic feasibility assessment of the project, please provide the methodology for comparing alternatives.

Response:

a/b)

An economic analysis/discounted cash flow analysis was not completed for this Project as Union is completing the Project in response to a Move Order from the City of Greater Sudbury.

In the Board's decision in the EB-2016-0122 the Board found "*that the increase in pipeline diameter is an acceptable approach to provide the needed capacity for anticipated demand growth along the Sudbury pipeline system*". Consistent with the Board's previous decisions Union chose to upsize the pipeline.

Please see Union's response to Board Staff 8 and 10.

10. Ref: Application, page 3 of 10

The estimated project costs are approximately \$6,303,741. A detailed breakdown was provided by Union.

- a) Please provide the approximate incremental costs associated with replacing the existing NPS 10 pipeline with a new NPS 10 pipeline, instead of the proposed NPS 12 pipeline.

Response:

- a) The incremental costs to replace the existing NPS 10 with a new NPS 10 would reduce the total Project costs by approximately \$340,000 or 5% of the total Project costs.

11. Ref: Schedule 3, pages 1 and 2 of 2

In each of the Project Relocation Requests, under the cost of estimate for the work, it is noted that the City's estimated contribution for the project is \$296,207 and \$4,432,720 (excluding HST).

- a) Please confirm what the estimated capital contributions from the city will be.
- b) Are there any other anticipated capital contributions that are not mentioned in the application?

Response:

- a) Union can confirm that the estimated capital contributions from the city have not changed since Union filed this application.
- b) There are no other anticipated capital contributions associated with this Project.

12. Ref: Application, page 5 of 10

Union indicated that the majority of the pipe will be abandoned in place with appropriate mitigation measures. It is expected that the section of pipe remaining in the ground will be approximately 1064 metres in length of NPS 10 and 233 of metres of NPS 12 pipeline.

According to updated CSA Z662-15 “Oil and Gas Pipeline Systems” clause 10.16, which sets the requirements for pipelines abandonment, a documented abandonment plan is required.

- e) Did Union prepare abandonment plans, as required under the CSAZ663 section 10.16.1, that address the method of pipeline abandonment Union proposed for the project? If so, please file executive summary of the plans. If no, please describe how will Union adhere to the requirements of section 10.16 of the CSA Z662-15 and indicate when will the pipeline abandonment plans be completed.

Response:

- e) Union is currently preparing abandonment plans for the removal of the Proposed Pipelines that will address the abandonment requirements contained in CSA Z662-15, clause 10.16. It is anticipated that the abandonment plans will be completed by year end.

13. Ref: Schedule 8, Construction and Maintenance Manual, page 2 of 6

It is noted in this section that “Blasting is not permitted within 5 m of an existing operating pipeline without a consultant’s recommendation and Pipeline and Station Operations Engineering written approval.

- a) Please confirm that Union will not be blasting within 5 m of an existing operating pipeline.
- b) If Union will be blasting within 5 m of an existing operating pipeline then please confirm that Union has received a consultant’s recommendation and Pipeline and Station Operations Engineering written approval.
- c) What will be Union’s communication program with respect to blasting with potentially affected landowners and the surrounding community?

Response:

- a) Union can confirm that no blasting will occur within 5 meters of an existing operating pipeline.
- b) N/A
- c) If blasting is required, communication would occur with landowners located within 150 meters or closer of the blasting area. Union has a Lands Agent assigned to the Project during construction. Each landowner would be notified by the Lands Agent and a blasting plan would be developed to determine which landowners, if any, would require a monitoring plan specific to any structures that may be located within this proximity.

Staff at the local Municipalities would also be notified by email or phone that this work would be taking place.

14. Ref: Application, page 6 to 8 of 10

Union noted that the three landowners affected by the proposed project will be the City, Conservation Sudbury, and Vale Inco Limited.

- a) Please confirm there are no other landowners affected by the proposed project besides the three mentioned above.
- b) What is the current status and prospect of negotiations with all the landowners of properties where permanent easements and temporary land rights are needed?

Response:

- a) Union can confirm there are no other landowners affected by the Proposed Project.
- b) Union has all of the necessary permanent and temporary land rights in place to construct the Proposed Facilities.

15. Ref: Application, page 10 of 10

Union noted that it has notified Chief Ted Roque, Wahnapiataie First Nation, Chief Steve Miller, Whitefish First Nation, Councillor Juliette Denis, Region 5 Métis Nation of Ontario and Steve Sarrazin, LRC Coordinator Sudbury Métis Nation of Ontario about the proposed project. Union indicated that it will continue to meet and consult with the First Nations and Métis organizations noted above.

- a) Since the application was filed, were there any new issues and concerns raised by the consulted communities? If so, how is Union addressing and resolving the concerns and issues?

Response:

- a) No new issues or concerns have been raised.

16. Union applied for an OEB order for leave to construct facilities under section 90 of the OEB act.

- a) Please comment on the attached OEB staff proposed draft conditions of approval and for section 90 order. Please note that these conditions are standard conditions and are a draft version subject to additions or changes.

Draft

Leave to Construct Conditions of Approval Application under Sections 90 of the OEB Act
Union Gas Limited
EB-2016-0222

1. Union Gas Limited (Union) shall construct the facilities and restore the land in accordance with the OEB's Decision and Order in EB-2016-0222 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.
a) Union shall give the OEB notice in writing:
 - i. of the commencement of construction, at least 10 days prior to the date construction commences;
 - ii. of the planned in-service date, at least 10 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 Protection Report filed in the proceeding.
4. Union shall advise the OEB of any proposed change to OEB-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 OEB. In the event of an emergency, the OEB shall be informed immediately after the fact.
5. Union shall file, in the proceeding where actual capital costs of the project are proposed to be included in rate base, a Post Construction Financial Report, which shall indicate the actual capital costs of the project and shall provide an explanation of any significant variances from the cost estimates filed in this proceeding.
6. Both during and after construction, Union shall monitor the impacts of construction, and shall file with the OEB 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 15 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:

- a) Union accepts the proposed conditions of approval.