

May 5, 2017

BY COURIER & RESS

Ms. Kirsten Walli
Board Secretary
Ontario Energy Board
2300 Yonge Street, 27th Floor
Toronto, ON M4P 1E4

Dear Ms. Walli:

**Re: Union Gas Limited (“Union”)
2018 Sudbury Replacement Project
EB-2017-0180**

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

Please note that Schedule 8 - the Environmental Report is not included in the electronic filing. Hard copies of the Environmental Report will be provided in our hard copy filing which we will be forwarding by courier. Union will provide a copy of the Environmental Report upon request.

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

Yours truly,

W.T. (Bill) Wachsmuth, RPF
Senior Administrator, Regulatory Projects
:sb
Attach.

cc: N. Marconi
Z. Crnojacki

ONTARIO ENERGY BOARD

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

AND IN THE MATTER OF an Application by Union Gas
Limited for an Order granting leave to construct a natural
gas pipeline and ancillary facilities in the City of Greater
Sudbury.

UNION GAS LIMITED

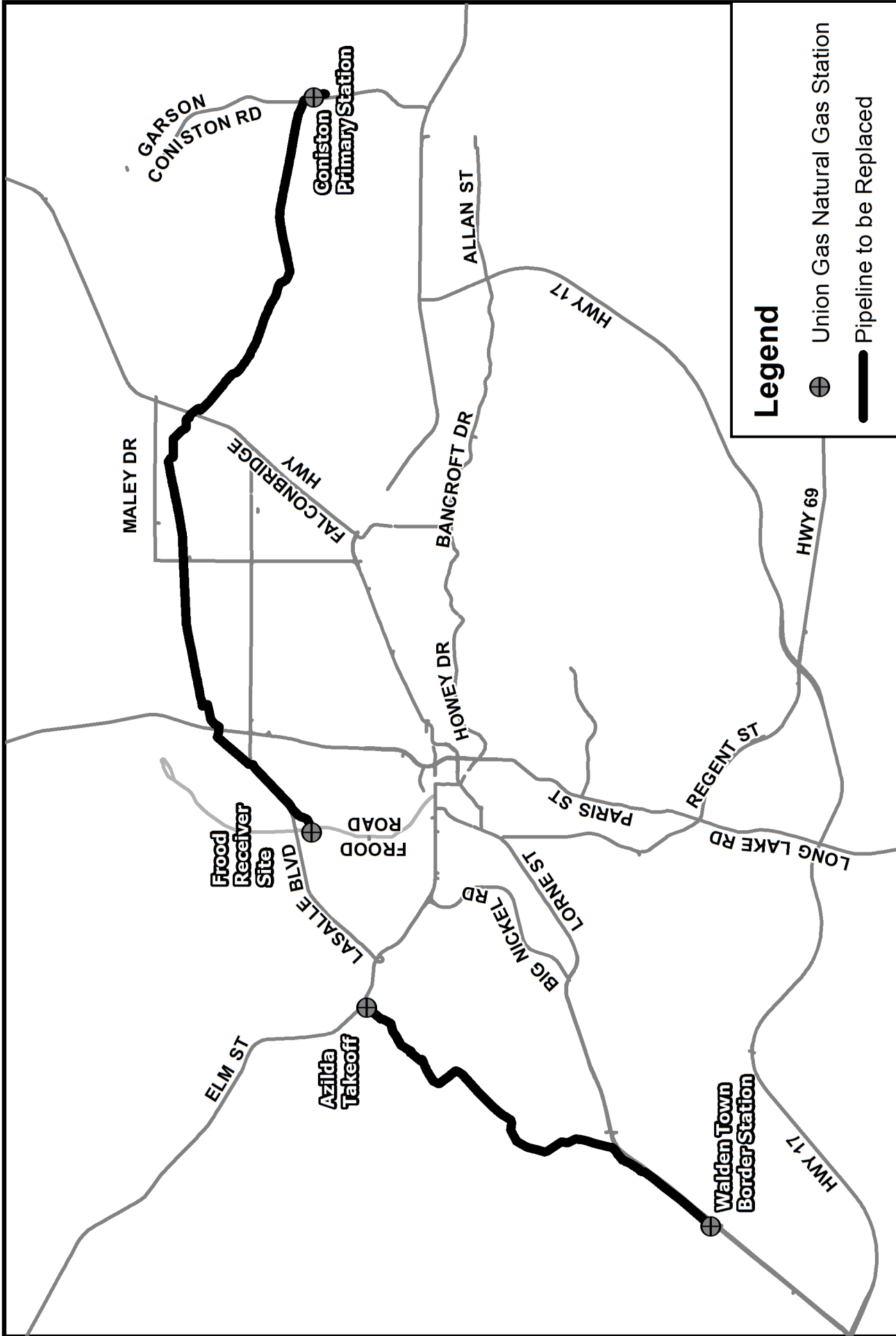
1. Union Gas Limited (the “Applicant”) hereby applies to the Ontario Energy Board (the “Board”), pursuant to Section 90(1) of the Ontario Energy Board Act (the “Act”), for leave to construct 20 kilometres of NPS 12 hydrocarbon (natural gas) pipeline (“Proposed Pipeline”), to replace two sections of the existing Sudbury lateral NPS 10 Line located in the City of Greater Sudbury.
2. Attached hereto as Schedule “A” is a map showing the general location of the proposed pipeline and the municipalities, highways, railways, and utility lines, under, over, upon or across which the Proposed Pipeline will pass.
3. The construction of the Proposed Pipeline will ensure the continued reliable, safe delivery of natural gas and meet the growing demands for natural gas in The City of Greater Sudbury.
4. The Applicant now therefore applies to the Board for an Order granting leave to construct the Proposed Pipeline as described above.

Dated at Municipality of Chatham-Kent this ___th day of May, 2017.

Per: W.T. (Bill) Wachsmuth, RPF
Senior Administrator, Regulatory Projects
Union Gas Limited

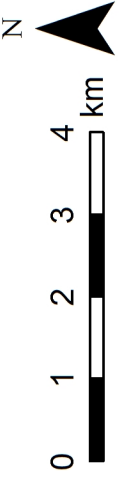
Comments respecting this Application should be directed to:

W.T. (Bill) Wachsmuth, RPF
Senior Administrator, Regulatory Projects
Union Gas Limited
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Legend

- ⊕ Union Gas Natural Gas Station
- Pipeline to be Replaced



Union Gas Limited, Sudbury Replacement Project

Source base mapping: Land Information Ontario (MNR)

2018 SUDBURY REPLACEMENT PROJECT

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Project Summary

1. Union Gas Limited ("Union"), pursuant to Section 90.(1) of the Ontario Energy Board Act, requests approval from the Ontario Energy Board ("OEB") for leave to construct 20 kilometres of NPS 12 hydrocarbon (natural gas) pipeline ("Proposed Pipeline"), to replace two sections of the existing Sudbury lateral NPS 10 Line located in the City of Greater Sudbury (the "Project"). The location of the Project is shown on Schedule 1.

2. The NPS 10 Sudbury Lateral commences in North Bay and terminates in Espanola. The NPS 10 Sudbury Lateral was predominantly constructed in 1958. Union is proposing to replace and upsize two sections of the Sudbury lateral to address integrity issues and future growth requirements. This is a continuation of the 2015 Sudbury Replacement Project (EB-2015-0042), 2016 Sudbury Replacement Project (EB-2016-0122), and Sudbury Maley Replacement (EB-2016-0222).

3. As part of Union's Integrity Management Program the Sudbury Lateral is inspected on a regular basis. Results of scheduled inspections and associated investigative digs have identified multiple integrity issues that could pose safety and security of supply concerns if not addressed. The replacement of the proposed sections of the Sudbury Lateral is the most effective way of managing its ongoing safety and reliability.

4. As part of the replacement, Union is proposing to increase the size of this portion of the Sudbury Lateral from the current NPS 10 diameter pipeline to an NPS 12 diameter pipeline. The increase in pipeline size will provide additional capacity for future growth on the

Sudbury system. Union anticipates this incremental capacity will help to serve future demands for Industrial/Commercial/Residential customers in the Sudbury area. Having the same diameter pipeline throughout the entire section will allow for efficient inline inspection of the pipeline.

5. The cost of the Project is approximately \$74 M.
6. Union has discussed the Project with the directly affected landowners along the route of the pipeline and no significant issues have been identified. Union has also informed all of the adjacent landowners about the Project.
7. Union has completed an Environmental Report for the Project. The Report did not identify any long term significant environmental impacts as a result of the Project.
8. Union is proposing to replace this pipeline during 2018. In order to accommodate this, Union respectfully requests Ontario Energy Board approval by October 2017.

Description of Existing Sudbury System

9. Sudbury currently receives gas from two pipelines ("Sudbury Lateral System") that both originate from the TransCanada Pipeline ("TCPL") pipeline system. The Sudbury Lateral System extends from the TCPL pipeline system to Espanola and services the entire Sudbury District along with numerous communities along the route.

10. The Sudbury Lateral System consists of an NPS 10 pipeline which interconnects with TCPL in the City of North Bay and an NPS 12 pipeline which extends from TCPL in the Marten River area, north of the City of North Bay.
11. The original NPS 10 pipeline was installed in 1958 with the intent to provide natural gas service to Sudbury as well as other communities located between North Bay and Sudbury.
12. As a result of continued growth in the area, between 1972 and 1987, the NPS 10 pipeline was looped in phases with an NPS 12 pipeline which extends from a TCPL interconnect at Marten River to Sudbury.
13. A schematic of the Sudbury System can be found at Schedule 2.

Background

Integrity

14. Since 2002, Union has had an extensive pipeline maintenance and integrity management program in place that includes the regular monitoring of pipelines for corrosion, leaks or other potential damage to ensure its pipelines remain in safe operating condition.
15. As part of this program, Union regularly conducts inline assessments of its 30% SMYS pipelines using inline inspection tools to determine the condition of the pipelines. Based on the results of these assessments, Union takes appropriate mitigation action to address any integrity issues that are found.

16. The pipeline was initially inspected using inline inspection tools in 2002, and subsequent inspections were completed in 2006 / 2007 and 2014 / 2015. Investigative digs were also completed on the pipeline subsequent to the inline inspections, and anomalies were removed from the pipeline. The inspections completed in the past identified metal loss at a number of locations that need to be further investigated to address the potential defects.

17. From the inline inspections, and subsequent investigative digs, Union has found that the condition of the pipeline continues to deteriorate due to corrosion and denting on the pipeline. Union has had challenges maintaining cathodic protection on the pipeline due to geology of the area (granite bed rock, low lying swamps) and the coating damage that is present on the pipeline. There are also linear anomalies along the pipe seam from the original construction. The fact that the pipeline is dual diameter (NPS 10/ NPS 12) makes the maintenance and inspection of the pipeline significantly more difficult and limits the tools that are available to properly complete the required inspections. The net result is that the cost to maintain and operate this pipeline is very expensive and is expected to escalate over time.

18. Based on Union's experience with this pipeline and given its overall condition and proximity to built-up areas, replacement of these sections of the pipeline was deemed the most effective action to manage and ensure the long term integrity of the pipeline.

19. If the Project is delayed, integrity concerns will become more serious as the risk of a potential failure increases.

Growth

20. The increase in pipe size from NPS 10 to NPS 12 creates an incremental capacity of 10,488 m³/hour. This increases the capacity of the Sudbury Lateral System by approximately 5%.

21. Increasing the capacity on the Sudbury System by this amount would serve the general service growth on the Sudbury System.

22. Union is in contact with our contract customers on an ongoing basis to insure that Union is meeting their natural gas requirements. Union is aware that there exists the potential for new mines and mine expansions in the Sudbury area. Customers have identified seven potential projects that will require incremental gas service. Union is monitoring these seven potential projects in the industrial contract segment and has reviewed the incremental facilities required for the load additions.

23. The municipal, university, school and hospital (MUSH) market in the Sudbury area has identified two projects in their future site plans. Union is monitoring these two projects.

24. Union maintains contact with our customers and will respond to their need for additional gas service when they are able to commit to a revised contractual arrangement. Currently no contract customer has made a contractual request to expand their natural gas service. Union

will work with each customer to serve their load increase when they are ready to commit to increased natural gas service.

Proposed Facilities

25. Union is proposing to replace two sections of the NPS 10 Sudbury Line:

- The Eastern Section is 11.5 kilometers and extends from Union's Coniston Primary Station to the Union Receiver Site West of the Froid Road Station in the City of Sudbury, ("Coniston to Froid")
- The Western Section is 8.3 kilometers and extends from Union's Azida Takeoff to Union's Walden Town Border Station in the City of Sudbury, ("Azilda to Walden").

26. A map showing the Proposed Pipeline can be found at Schedule 1.

Alternatives

27. To address the integrity issues on the NPS 10 Sudbury Lateral, Union considered three options:

- (a) Size for size replacement of the NPS 10 Sudbury Lateral
- (b) Replacement of individual sections of the pipeline identified as having integrity concerns; and
- (c) The Proposed Facilities

28. Option (a) was not selected as it would not serve the forecasted growth in the City of Greater Sudbury or solve the pigging issues of having dual diameter pipelines. Option (b) was

eliminated as a result of inefficiencies related to the individual replacements required to meet all the current integrity concerns and future integrity concerns that may require replacement.

This alternative would also not meet future growth in the Sudbury area.

29. The rationale for the Proposed Facilities includes:

- Increasing the size of the pipeline from NPS 10 to 12 increases the capacity of the Sudbury system by 10,488 m³/hour. In order to obtain this amount of capacity by looping the Sudbury system downstream of Coniston, Union would require 5 kilometers of NPS 12 pipeline with an estimated cost of approximately \$13.0 M.
- The cost to replace the pipeline size for size with an NPS 10 pipeline would be \$72.6 M. The incremental cost of upsizing the pipeline is \$1.5 M.
- Increasing the pipe size from NPS 10 to NPS 12 is consistent with Union's past practice in the three previous Sudbury Leave to Construct applications filed with the Board. The Board in the EB-2016-0122 decision stated at page 4 the OEB states "*...that the increase in pipeline diameter is an acceptable approach to provide the needed capacity for anticipated demand growth along the Sudbury pipeline system.*"

30. Based upon this analysis, Union determined the Proposed Project is the preferred option.

Project Costs and Economics

31. The estimated Project costs for the Project are approximately \$74 M. A detailed breakdown of these costs can be found at Schedule 3.

32. A Discounted Cash Flow report has not been completed for this Project as the Project is underpinned by the integrity requirements and the cost to upsize the pipeline is not significant.

Engineering

Routing

33. The Proposed Pipeline is comprised of two sections as shown on Schedules 1 and 9. The first section starts at Union's Coniston Primary Station (PS), located at Garson Coniston Road, and runs west to terminate at the Receiver Site west of Froot Road. The second section is located within Vale Canada Limited's ("Vale") property and starts at Azilda Take-Off site, located near Elm Street, and runs south west to terminate at Walden Town Border Station (TBS), located near Municipal Road 55.

34. For the section between Coniston to Froot, Union intends to install the Proposed Pipeline in the existing NPS 10 trench wherever practical. Where the Proposed Pipeline cannot be installed in the existing trench, it will be installed in new easement or within public road allowance as allowed for in Union's existing Franchise Agreement. Union has identified the following areas where it intends to deviate from the existing route:

- Stream Crossing 10 where the pipe will be installed using a trenchless method.
- Where the Pipeline will cross Falconbridge Road. This deviation is to allow a trenchless crossing of Falconbridge Road.
- Near LaSalle Boulevard and Froot Road, the pipeline will be moved from the edge of the travelled portion of the roadway to the edge of the road allowance to eliminate the

conflict with the travelled portion of the road where the existing pipeline is currently located.

35. For the section between Azilda to Walden, which is a single feed system feeding western Sudbury and Espanola, Union is proposing to install the Proposed Pipeline in a new easement adjacent to the existing easement wherever practical.

36. To maintain continued delivery of natural gas service to customers, a number of temporary aboveground piping bypasses may be required to be in place during the installation as described later in this section. Union expects each bypass to remain in place for approximately 3-8 weeks, after which the aboveground bypass will be removed.

Pipeline Design

37. The Proposed Pipeline will be designed and constructed in accordance with the *Ontario Regulations 210/01* under the *Technical Standards and Safety Act 2000, Oil and Gas Pipeline Systems*. This is the regulation governing the installation of pipelines in the Province of Ontario.

38. The proposed pipeline will meet or exceed the design and construction requirements of CSA Code Z662-15.

39. The current Class Location for the Proposed Pipeline includes Class 1, 2 and 3. In consideration for future potential development along the route, the Proposed Pipeline will be designed to meet Class 2 or Class 3 location requirements as appropriate.
40. The Proposed Pipeline has an outside diameter of 323.9 mm, a minimum wall thickness of 4.4 mm and minimum yield strength of 359 MPa. The pipe will be manufactured to CSA Z245.1-14 Steel Pipe Standard. The pipeline will have a Design Pressure of 6895 kPa and Maximum Operating Pressure of 3723 kPa.
41. The Proposed Pipeline will be pressure tested in compliance with Clause 8 of CSA Code Z662-15 and Ontario Regulation requirements.
42. The minimum depth of cover will be in accordance with Clause 4.11 of CSA Code Z662-15. In general locations restricted by rock the pipe will be installed with a minimum of 0.6m of cover. Additional depth of cover greater than the minimum will be provided to accommodate existing or planned facilities and where ground conditions allow greater depth.
43. Material is readily available for this Project.
44. Schedule 4 indicates the proposed construction schedule which is scheduled to commence in April 2018 and be completed by November 2018.

Pipeline Construction

45. For the majority of the section of pipeline to be constructed between Coniston to Froot, Union will use a “lift and lay” construction process to install the Proposed Pipeline in the same trench in the areas shown at Schedule 9. With the existing NPS 10 pipeline out of service while being replaced; the adjacent existing NPS 12 Sudbury Loop transmission pipeline will remain in service and continue to feed The City of Greater Sudbury and downstream markets. The existing NPS 10 pipeline will be removed and replaced with the proposed NPS 12 pipeline.
46. For the section from Azilda to Walden through Vale, the existing NPS 10 pipeline is a single feed pipeline, meaning it cannot be taken out of service to be replaced without the loss of service to its markets. Union will lay the proposed NPS 12 pipeline in a new easement adjacent to the existing easement wherever practical. In locations where the existing trench will be reused, a temporary bypass pipeline will be constructed.
47. The location of the Proposed Facilities is shown at Schedule 9.
48. In areas where it is not practical to remove the NPS 10 pipeline it will be abandoned in place. Areas where abandonment in place is likely to occur will be road crossings, rail crossings and environmentally sensitive locations. Those locations where the pipeline will be abandoned in place will be identified in the Abandonment Plan. The CSA Code Z662-15 and TSSA Abandonment Guidelines will be followed for all pipe abandoned in place. The TSSA guidelines can be found at Schedule 5 and CSA Z662-15, Section 10.16 can be found at Schedule 6.

49. It is expected that blasting and/or hoe-ramming of rock to enlarge an existing trench to accommodate the larger pipe and obtain the required depth of cover or create a new trench will be required.
50. Where practical rock will be crushed to provide suitable backfill material over top of the Proposed Pipeline and padding. Where rock cannot be used for suitable backfill, imported material will be used.
51. When working on steep grades it will be necessary to secure both the equipment and pipe in order to construct the pipeline safely.
52. When working through swamps or wet areas Union may require dewatering the area of construction or working off of swamp mats to ensure a stable construction area.
53. Between Coniston to Frood pipeline construction will pass through an urban environment which is close to residences. Union will work with these residents to minimize construction impacts.
54. Schedule 7 describes the general techniques and methods of construction that will be employed in the construction of the Proposed Pipeline. This schedule details the following activities; locating, clearing and grading, removal of existing pipe, stringing of new pipe, trenching, welding, burying, tie-ins, cleaning, testing and restoration. Union's construction

procedures have been continually updated and refined in order to mitigate potential environmental effects related to pipeline construction and be responsive to landowner concerns.

Environmental

55. Union retained AECOM to prepare an Environmental Report for the Project. A copy of the Environmental Report can be found at Schedule 8. The Environmental Report was forwarded to the Ontario Pipeline Coordinating Committee on April 13, 2017. The Report was also forwarded to the local Conservation Authority, municipalities including the City of Sudbury, and local First Nations. Directly affected landowners were also informed about the completion of the Environmental Report and invited to view the Report on Union's company website.

56. To encourage stakeholder consultation in conjunction with the Environmental Report, a "Notice of Project Commencement" was circulated to various agencies and First Nations in September, 2016. In addition, a general public open house was held in December, 2016. AECOM and Union have considered the comments provided by agencies and the general public in the preparation of Environmental Report and general design and construction of the Project.

57. Union had initially proposed a re-route of the project route in the Copper Cliff area of Greater Sudbury. Residents in the Copper Cliff community raised concerns about the potential re-route. As a result, Union re-evaluated its plans and elected to keep the route of

the existing pipeline. Union conducted extensive outreach in Copper Cliff to inform the local residents of the decision to remain in our existing route via door knocking, emails to community leaders, and a community open house held on March 1, 2017.

58. The Environmental Report describes the natural and socio-economic setting of the project area and assesses the residual impacts of the project on various environmental and socio-economic components. Various mitigation measures are recommended in the Environmental Report to minimize impacts to the natural and socio-economic environment. Watercourse crossings, wetland crossings and species at risk are some of the natural environmental features assessed in the Environmental Report. Noise, safety and general construction inconveniences are some of the socio-economic considerations noted in the Environmental Report. The Environmental Report concludes that no significant residual effects are anticipated after implementation of the mitigation measures noted in the Environmental Report. Union commits to adopting and implementing the mitigation measures noted in the Environmental Report.
59. Union will implement a program dealing with environmental inspection during construction of the Project. An inspector trained in environmental issues will monitor construction activities and ensure that all activities comply with the mitigation measures found in the Environmental Report. This program will ensure that the mitigation recommendations in the Environmental Report are followed.

60. Union has discussed the project with various agencies including Conservation Sudbury and the Ministry of Natural Resources and Forestry and will continue to work with agencies throughout the project to secure any necessary permits. Union expects to obtain the necessary permits and authorizations prior to construction.
61. With respect to watercourses, Union will adhere to the agreement with the Department of Fisheries and Oceans – Ontario great Lakes Area (DFO- OGLA/UGL AGREEMENT 2008). Under the agreement Union conducts watercourse crossings using a specific set of conditions and mitigation measures without DFO review. There are 17 watercourses associated with the Project that will be crossed using the directional drill or dam and pump method. The necessary permits will be obtained from Conservation Sudbury.
62. Construction procedures such as dust control, safety fencing, advance notice to landowners and the general public concerning construction activities are some of the measures Union will use to minimize socio economic impacts as a result of the Project. Union will also have a Landowner Relations Agent assigned to the Project to address landowner or general public issues and complaints.

Landowners

63. For the Coniston to Froot Section, Union will be constructing the Proposed Facilities on existing easements and eight new easements which Union will obtain prior to construction. Two new easements may be required for crossing Hydro One owned lands managed by Infrastructure Ontario.

64. Union will require temporary easements from 61 properties along this section of pipeline.
65. For the Azilda to Waldon section, new permanent and temporary easements will be required for the entire length.
66. Within this section of the Project there are three areas within the property identified as File# S72 on Schedule 10 where the exact location of the new permanent easement will not be known until construction has been completed. Union has identified an expanded work area in these locations and the final easement location will lie within this expanded work area. Based upon Union's previous discussions with this landowner, Vale, Union does not anticipate the landowner objecting to this approach.
67. Union is proposing to expand three existing station sites and develop one new station site along the route of the Proposed Pipeline. Union will be entering into discussions with the directly affected landowners to obtain these additional land rights.
68. For any construction on existing roadways Union will comply with Union's Franchise Agreement with the City of Greater Sudbury.
69. Union will require crossing permits or agreements with; the City of Greater Sudbury, Hydro One and Canadian Pacific Railway.

70. Schedule 9 is a map that shows the running line of the Proposed Pipeline and the land rights required for the pipeline.
71. Schedule 10 lists the permanent and temporary land use rights required to construct the Proposed Pipeline.
72. Union will offer to all landowners where permanent easements are required the Form of Easement found at Schedule 11.
73. Temporary land use agreements are usually required for a period of two years. This allows Union the opportunity to return in the year following construction to perform further clean-up and remediation work as may be required.
74. At the conclusion of construction, Union will seek a full and final release from each of the directly affected landowners. This full and final release will include compensation for any damages caused or attributed to the pipeline construction.
75. Union has programs in place to address landowner and community issues with this Project during construction. These programs provide a direct point of contact to address issues/concerns immediately and personally.
76. After construction, negotiations with landowners will continue, where necessary, to settle any damages that were not foreseen or compensated for, prior to construction.

Indigenous and Métis Nation Consultation

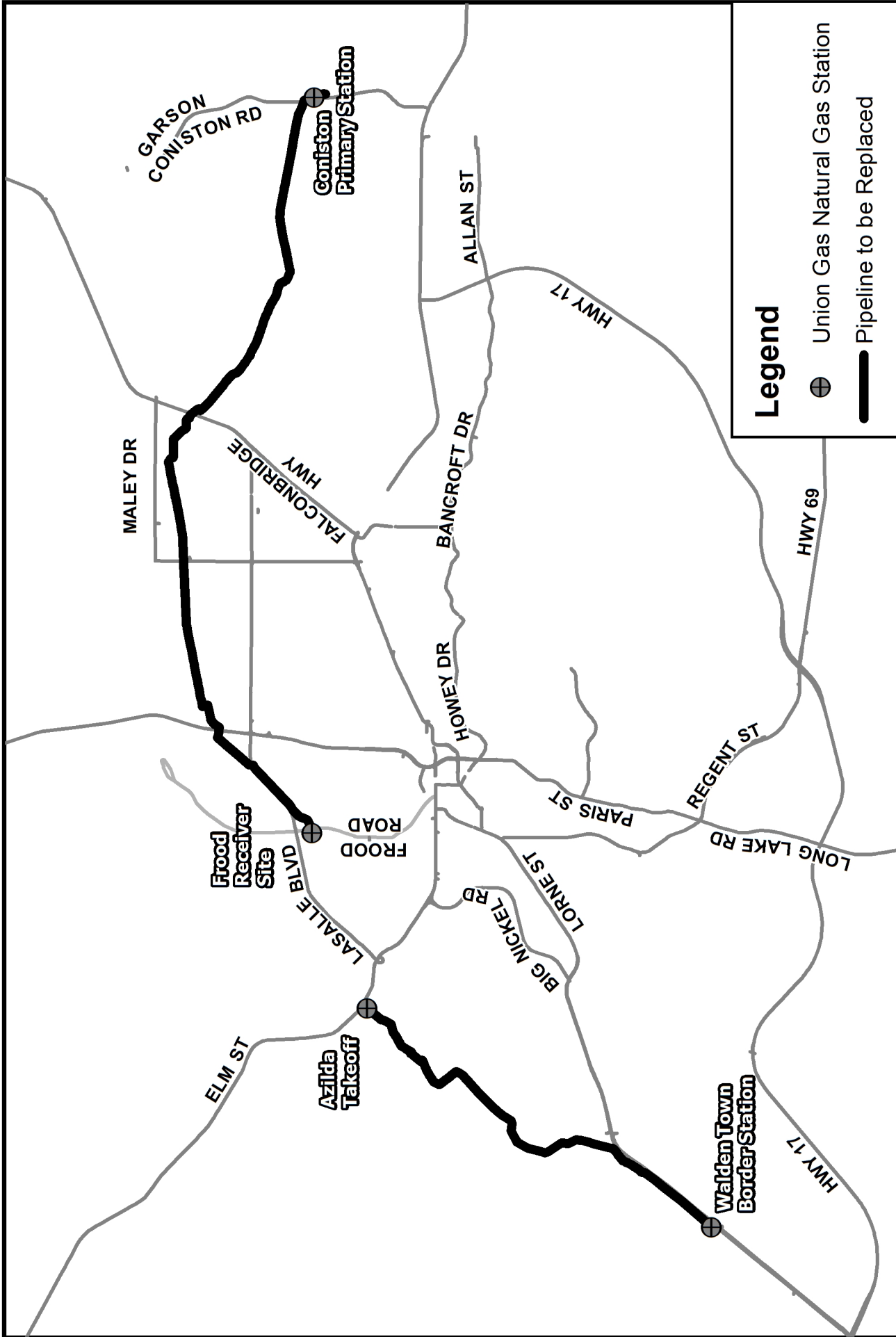
77. Union has a long standing practice of consulting with Indigenous People and the Métis Nation, and has programs in place whereby Union works with them to ensure they are aware of Union's projects and have the opportunity to participate in both the planning and construction phases of the project.
78. Union has an extensive database and knowledge of Indigenous and Métis Nation organizations in Ontario and consults with the Tribal organizations and the data bases of the Ministry of Natural Resource and Forestry, Ministry of Indigenous Affairs and Reconciliation and Indigenous Affairs and Northern Development Canada to ensure consultation is carried out with the most appropriate groups.
79. Union has signed a General Relationship Agreement with the Métis Nation of Ontario which describes Union's commitments to the Métis Nation when planning and constructing pipeline projects.
80. In the 7th Edition of the Ontario Energy Board's Environmental Guidelines for the Location, Construction and Operation of Hydrocarbon Pipelines and Facilities in Ontario, the requirements for Indigenous and Métis Consultation were enhanced.

81. The Board working closely with the Ministry of Energy revised the Indigenous consultation requirements to streamline and clarify the roles and obligations of the Ministry of Energy, the OEB and Union.
82. Attached at Schedule 12 is a letter from Union to the Ministry of Energy, providing the Ministry of Energy with a project description and requesting the Ministry of Energy identify any Indigenous communities who may be impacted by the Proposed Project.
83. Attached at Schedule 13 is a letter from the Ministry of Energy to Union identifying which Indigenous communities will be impacted by the Proposed Project and formally delegating to Union the responsibility to conduct consultation activities.
84. Attached at Schedule 14 is a copy of Union's Indigenous Consultation Report for the Proposed Project. The Indigenous Consultation Report includes:
- A summary of all meetings with Indigenous communities;
 - A summary of the concerns that were identified by the Indigenous communities and how the concerns were addressed and/or accommodated; and
 - A complete record of all consultation activities.
85. After Union has filed its OEB Application it will continue to meet and consult with the Indigenous and the Métis Nation organizations identified in the Indigenous Consultation Report.

86. The Indigenous Consultation Report will be updated on a regular basis to reflect Union's ongoing consultation practices.

87. During construction, Union has staff in the field who are available to meet with Indigenous and Métis Nation organizations to discuss and review any issues that may arise during construction.

88. When Union completes the necessary archaeological assessments for the Project Union will consult with and provide the result of the surveys to any Indigenous or Métis Nation upon their request.

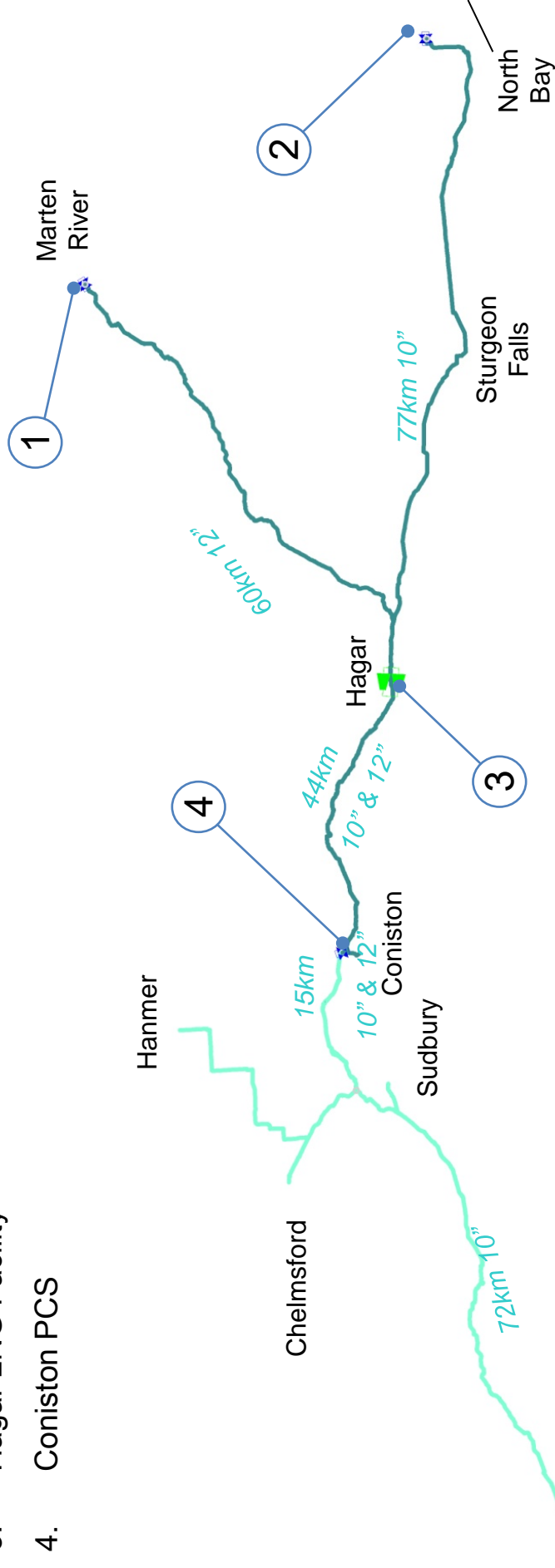


Union Gas Limited, Sudbury Replacement Project

Source base mapping: Land Information Ontario (MNRF)

Sudbury System Overview

1. Marten River Control Valves
2. North Bay Control Valves
3. Hagar LNG Facility
4. Coniston PCS



MOP
 - 6895 kPa upstream of Coniston
 - 3725 kPa downstream of Coniston

TOTAL ESTIMATED PIPELINE COSTS

NPS 12 Sudbury Lateral Replacement – Pipeline and Stations

Materials	\$ 5,379,000
Construction and Labour	\$ 58,361,000
Contingencies	\$ 9,561,000
Interest During Construction	\$ 756,000
Total Estimated Pipeline Capital Costs – 2018 Construction	\$ 74,057,000



PIPELINE ABANDONMENT CHECKLIST

PLANNING

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

IMPLEMENTATION

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

LIABILITY/RISK MANAGEMENT

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

Excerpt from Z662-15

Z662-15

Oil and gas pipeline systems

- f) the class location of the pipeline; and
- g) the means of supporting the piping.

10.14.3.2

All phases of the hot-tap operation, other than the welding specified in Clause 10.14.3.1, may be completed at pipeline system operating pressures, provided that the maximum working pressure of the hot-tap equipment involved is not exceeded.

Note: *It is not necessary to pressure test a hot-tap fitting after installation; however, if pressure testing is performed, damage to the run pipe caused by the external pressure exceeding the internal pressure should be avoided.*

10.15 Deactivation and reactivation of piping**10.15.1 Deactivation of piping****10.15.1.1**

Operating companies deactivating piping shall

- a) isolate the piping, using blind flanges, weld caps, or blanking plates suitable for the pressure from which the deactivated piping is being isolated;
- b) where required, provide a pressure-relief system; and
- c) fill the piping with a suitable medium, having regard for the intended duration of the deactivation, the effects of the medium on the integrity of the piping, and the potential consequences of a leak.

10.15.1.2

For deactivated piping, operating companies shall

- a) maintain external and internal corrosion control as specified in Clause 9;
- b) where considered appropriate, perform other maintenance activities as specified in Clause 10;
- c) maintain records as specified in Clauses 9.11 and 10.4; and
- d) for piping that is deactivated for more than 18 months, annually confirm the suitability of the deactivation methods used, the corrosion control, and other maintenance activities.

10.15.2 Reactivation of piping**10.15.2.1**

Prior to reactivating piping, the operating company shall conduct an engineering assessment (see Clause 10.1.1) to determine whether the piping would be suitable for its intended service.

10.15.2.2

Where the engineering assessment indicates that the piping would not be suitable for its intended service, the operating company shall implement measures necessary to make it suitable before reactivating the piping.

Δ 10.16 Abandonment of pipelines and pipe-type storage vessels**10.16.1 General**

The decision to abandon a section of a pipeline, whether in place or through removal, shall be made on the basis of a documented abandonment plan that includes the rationale for the abandonment, landowner consultation, effect on terrain and water, road and railway crossings, as well as current and

potential land use. The plan shall consider the potential for safety hazards and environmental damage that could be created by ground subsidence, soil admixing or contamination, groundwater contamination, erosion, and the creation of water conduits.

Note: *The NEB Pipeline Abandonment: A Discussion Paper on Technical and Environmental Issues, National Energy Board, Section 2 provides guidance.*

10.16.2 Buried pipelines

A buried pipeline that is abandoned in place shall be

- a) emptied of service fluids;
- b) purged or appropriately cleaned or both in a manner that leaves no mobile materials remaining in the pipeline;
- c) physically separated from any in-service piping;
- d) capped, plugged, or otherwise effectively sealed;
- e) cut off at pipeline depth; and
- f) left unpressurized.

Note: *Pipelines containing liners or constructed of polymeric pipe might require repeat purging and maintenance to accommodate out gassing of hydrocarbon or H₂S. See Clause 13.2.8.6.*

10.16.3 Removal of related surface equipment

A buried pipeline that has been abandoned in place shall have all related surface equipment removed to pipeline depth, except where surface equipment is within an existing surface facility that is in continuing operation or deactivated. Pipeline signage may be left in place where deemed appropriate.

Note: *Examples of such equipment are pipeline risers, liner vent piping, casing vents, underground valve vaults or valve extenders, inspection bell holes, and cathodic protection rectifiers, test posts, or anode wiring.*

10.16.4 Aboveground pipelines

Abandoned aboveground pipelines and all related surface equipment shall be removed except where they are part of or within an existing surface facility that is in continuing operation or deactivated.

10.16.5 Records

C There is a commentary available for this Clause.

Records shall be created and maintained for all of the work conducted to meet the requirements of Clauses 10.16.1 to 10.16.3. Additional records for pipelines that are abandoned in place shall include lengths, diameter, material type (e.g., metallic or non-metallic), spatial characteristics, and where practical, burial depth.

Δ 10.17 Abandonment of pipeline related facilities

10.17.1 General

Pipeline related facilities such as compressors and pump stations shall have all rotating and fixed equipment removed, unless they are still part of an operating or deactivated site. Associated piping, utilities, supports, and foundations shall also be removed.

Note: *Testing for site soil contamination and appropriate remediation might be required.*

GENERAL TECHNIQUES AND METHODS OF CONSTRUCTION

1. Union Gas Limited (“Union”) will ensure adequate inspection staff is onsite to enforce Union’s construction specifications and *Ontario Regulation 210/01 under the Technical Standards and Safety Act 2000, Oil and Gas Pipeline Systems*.
2. Pipeline construction can be divided into several crews that create a mobile assembly line. Each crew can perform a different function, with a finished product left behind when the last crew has completed its work.
3. Union’s contract specifications and the use of Book 7 TCP, require the contractor to erect safety barricades, fences, signs or flashers, or to use flag persons as may be appropriate, around any excavation across or along a road.
4. It is Union’s policy to restore the areas affected by the construction of the pipeline to “as close to original condition” as possible. As a guide to show the “original condition” of the area, photos and/or a video will be taken before any work commences. When the clean-up is completed, the approval of the landowner or appropriate government authority is obtained.
5. Construction of the pipeline includes the following activities:

Locating Running Line

6. Union establishes the location where the pipeline is to be installed (“the running line”). For pipelines within road allowances, the adjacent property lines are identified and the running line is set at a specified distance from the property line. For pipelines located on private easement, the easement is surveyed and the running line is set at the specified distance from the edge of the easement. The distance from the start of the pipeline (or other suitable point) is marked on the pipeline stakes and the drawings.

Clearing and Grading

7. The right-of-way is prepared for the construction of the pipeline. When required, bushes, trees and crops are removed and the ground leveled. When required, the topsoil is stripped and stored, and/or sod is lifted.

Removing Existing Pipeline

8. The existing trench is excavated exposing the existing pipeline. The spoil material is placed onto the easement, separate from the topsoil. The majority of the existing NPS 10 pipeline will be removed from the trench, cut into sections and trucked off site. The trench is then backfilled.

Abandoning Existing Pipeline

9. The existing pipe within road allowance and in environmentally sensitive areas may be abandoned in place. The abandoned sections are capped and filled with grout, using a low density concrete.

Stringing

10. The joints of pipe are laid end-to-end on supports that keep the pipe off the ground to prevent damage to the pipe coating.

Welding

11. The pipe is welded/fused into manageable lengths. The welds in steel pipe are radiographically inspected and the welds are coated.

Burying

12. Pipe may be buried using either the trench method or the trenchless method. All utilities that will be crossed or paralleled by the pipeline are located by the appropriate utility prior to installing the pipeline. Prior to trenching, all such utilities will be hand-located or hydro vacuumed.

Trench Method: Trenching is done by using a trenching machine or hoe excavator depending upon the ground conditions. Provisions are made to allow residents access to their property, as required. All drainage tiles that are cut during the trench excavation are flagged to signify that a repair is required. All tiles are measured and recorded as to size, depth, type and quality. This information is kept on file with Union. If a repair is necessary in the future, Union will have an accurate method of locating the tile. Next, the pipe is lowered into the trench. For steel pipe, the pipe coating is tested using a high voltage electrical tester as the pipe is lowered into the trench. All defects in the coating are repaired before the pipe is lowered in. Next, if the soil that was excavated from the trench is suitable for backfill, it is backfilled. If the soil is not suitable for backfill the trench is backfilled with suitable material such as sand. After the trench is backfilled, drainage tile is repaired.

Rock Excavation: Rock in solid beds or masses will be removed by “Hoe Ram”, where practical. Where rock that is too hard to “Hoe Ram” is encountered, blasting will be permitted in accordance to Union’s construction procedures and the *Canadian Explosives Act*. The contractor shall obtain all necessary permits and shall comply with all legal requirements in connection with the use, storage and transportation of explosives.

Trenchless Method: Trenchless methods are alternate methods used to install pipelines under railways, roads, sidewalks, trees and environmentally sensitive areas. The trenchless method proposed for the NPS 12 pipeline is directional drilling. This method involves setting up a receiving hole and an exit hole, drilling a pilot hole on the design path, reaming the pilot hole larger by passing a cutting tool and pulling the pipe back through the bored hole. These sections of pipeline will be ‘pre-tested’ as per Unions testing specifications prior to install.

Tie-Ins

13. The sections of pipelines that have been buried using either the trench or trenchless method are joined together (tied-in).

Cleaning and Testing

14. To complete the construction, the pipeline is cleaned, tested in accordance with Union’s specifications using water.

Restoration

15. The final activity is the restoration. The work area is leveled, the sod is replaced in lawn areas and other grassed areas are re-seeded. Where required, concrete, asphalt and gravel are replaced to return the areas to as close to the original conditions as possible.



GREATER SUDBURY
LOT 2
CONCESSION 1

CANADIAN PACIFIC RAILWAY

HIGHWAY 55

MATCH LINE
A-A

ACCESS LANEWAY

WALDEN
TBS
FEE

29m X 67m

29m X 71m

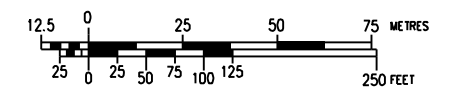
10.0m TEMPORARY LAND USE

PROPOSED 15.0m EASEMENT

TEMPORARY LAND USE

15.0m

10.0m

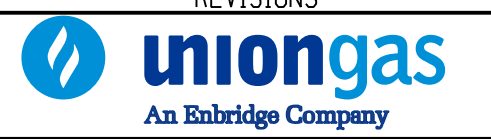


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- PROPOSED UNION GAS EASEMENT - ——— (magenta line)
- PROPOSED TEMPORARY LAND USE - ——— (yellow line)
- PROPOSED WORK SPACE - ——— (cyan line)

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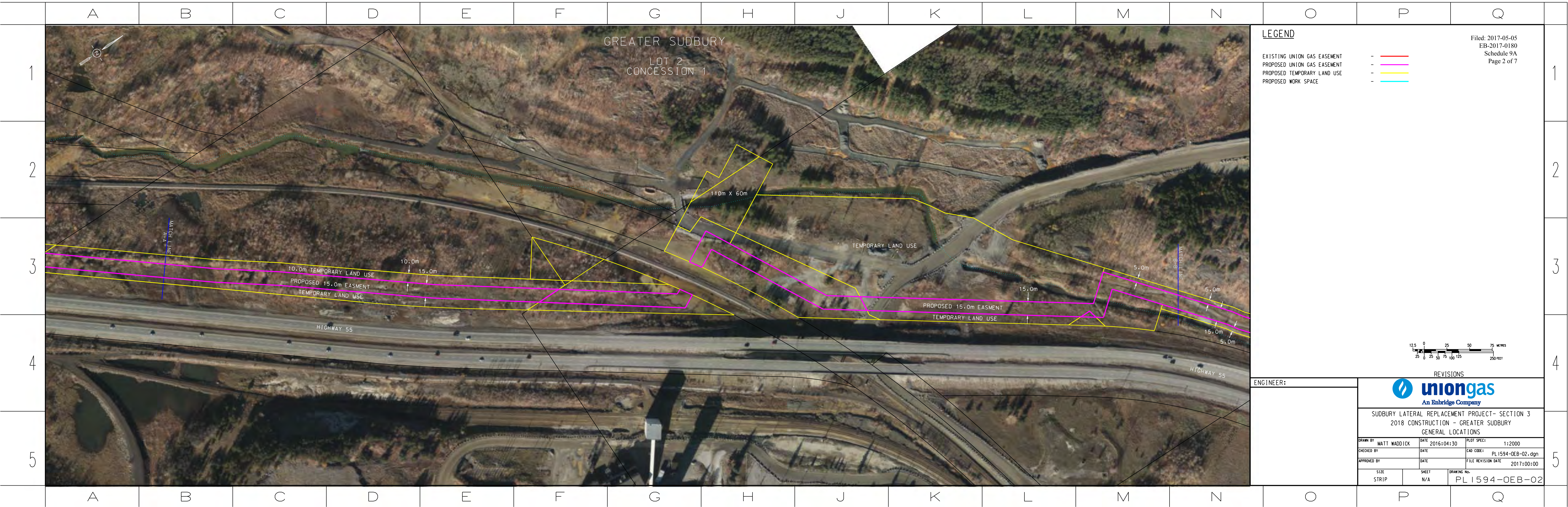


REVISIONS

SUDBURY LATERAL REPLACEMENT PROJECT- SECTION 3
2018 CONSTRUCTION - GREATER SUDBURY
GENERAL LOCATIONS

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SIZE	SHEET	DRAWING No.
STRIP	N/A	PL1594-OEB-01



GREATER SUDBURY
LOT 2
CONCESSION 1

110m X 60m

TEMPORARY LAND USE

HIGHWAY 55

HIGHWAY 55

LEGEND

- EXISTING UNION GAS EASEMENT - ——— (red line)
- PROPOSED UNION GAS EASEMENT - ——— (magenta line)
- PROPOSED TEMPORARY LAND USE - ——— (yellow line)
- PROPOSED WORK SPACE - ——— (cyan line)

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GREATER SUDBURY

LOT 2
CONCESSION 2



LEGEND

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- PROPOSED UNION GAS EASEMENT - —
- PROPOSED TEMPORARY LAND USE - —
- PROPOSED WORK SPACE - —

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LEGEND

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- PROPOSED UNION GAS EASEMENT - —
- PROPOSED TEMPORARY LAND USE - —
- PROPOSED WORK SPACE - —

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GREATER SUDBURY
LOT 12
CONCESSION 3

LEGEND

- EXISTING UNION GAS EASEMENT - - -
- PROPOSED UNION GAS EASEMENT - - -
- PROPOSED TEMPORARY LAND USE - - -
- PROPOSED WORK SPACE - - -

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LEGEND

- EXISTING UNION GAS EASEMENT - —
- PROPOSED UNION GAS EASEMENT - —
- PROPOSED TEMPORARY LAND USE - —
- PROPOSED WORK SPACE - —

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LEGEND

- EXISTING UNION GAS EASEMENT - Red line
- PROPOSED UNION GAS EASEMENT - Pink line
- PROPOSED TEMPORARY LAND USE - Yellow line
- PROPOSED NPS 12 PIPELINE - Green dashed line
- EXISTING NPS 12 PIPELINE - Green dashed line

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LEGEND

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- PROPOSED UNION GAS EASEMENT - [Magenta dashed line]
- PROPOSED TEMPORARY LAND USE - [Yellow dashed line]
- PROPOSED NPS 12 PIPELINE - [Red dashed line]
- EXISTING NPS 12 PIPELINE - [Green dashed line]

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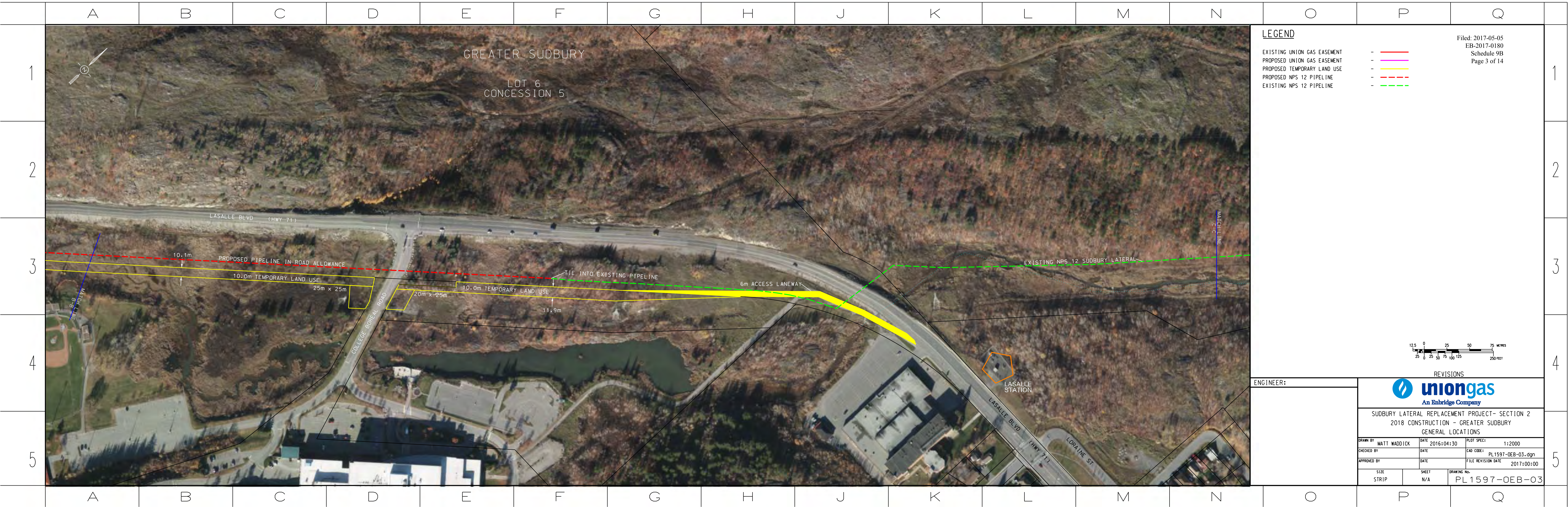


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GREATER SUDBURY
 LOT 6
 CONCESSION 5

LEGEND

- EXISTING UNION GAS EASEMENT - —
- PROPOSED UNION GAS EASEMENT - —
- PROPOSED TEMPORARY LAND USE - —
- PROPOSED NPS 12 PIPELINE - —
- EXISTING NPS 12 PIPELINE - —

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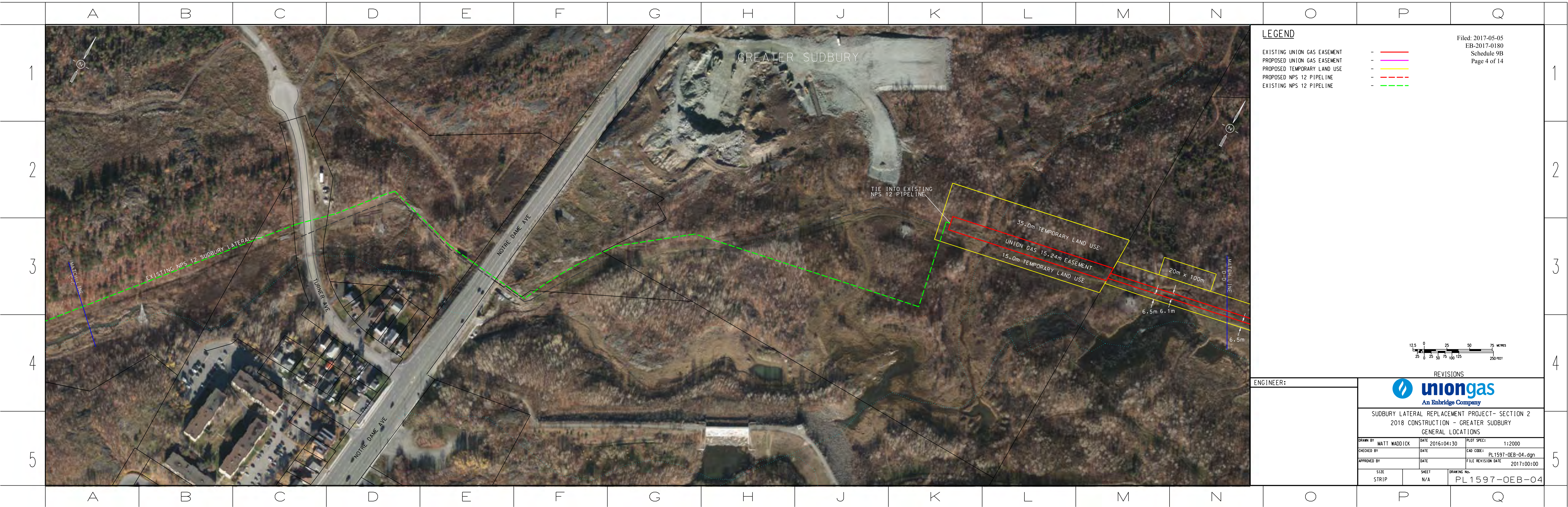


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- PROPOSED UNION GAS EASEMENT - Yellow solid line
- PROPOSED TEMPORARY LAND USE - Yellow dashed line
- PROPOSED NPS 12 PIPELINE - Red dashed line
- EXISTING NPS 12 PIPELINE - Green dashed line

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GREATER SUDBURY

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- PROPOSED TEMPORARY LAND USE - —
- PROPOSED NPS 12 PIPELINE - - - -
- EXISTING NPS 12 PIPELINE - - - -

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20m x 100m

15.0m TEMPORARY LAND USE
 6.1m UNION GAS EASEMENT
 6.5m TEMPORARY LAND USE

15m TEMPORARY LAND USE
 6.1m UNION GAS EASEMENT
 TEMPORARY LAND USE

50m x 75m

6m ACCESS LANEWAY

WINDERMERE CRES

WOODBINE AVE



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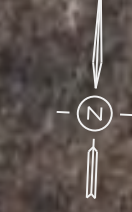
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GREATER SUDBURY

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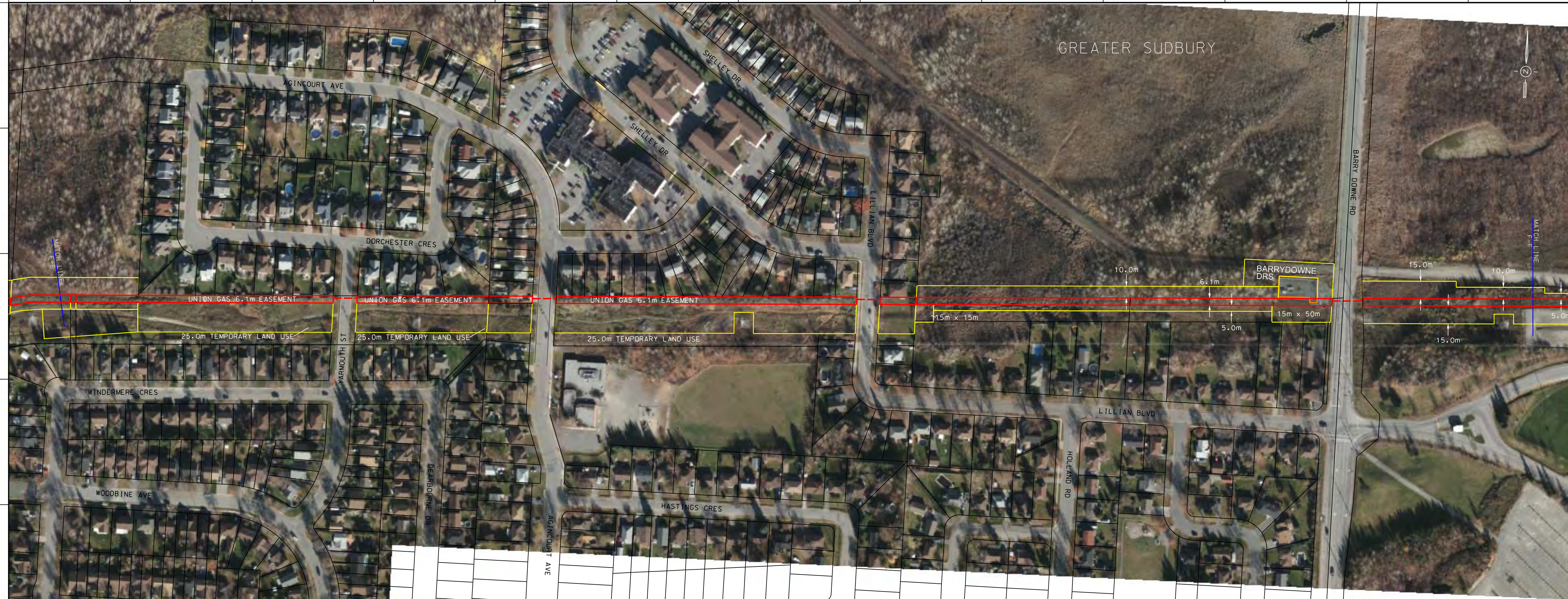
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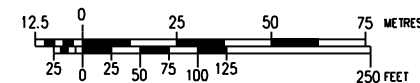


GREATER SUDBURY

LEGEND

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- PROPOSED UNION GAS EASEMENT - Pink solid line
- PROPOSED TEMPORARY LAND USE - Yellow solid line
- PROPOSED NPS 12 PIPELINE - Red dashed line
- EXISTING NPS 12 PIPELINE - Green dashed line

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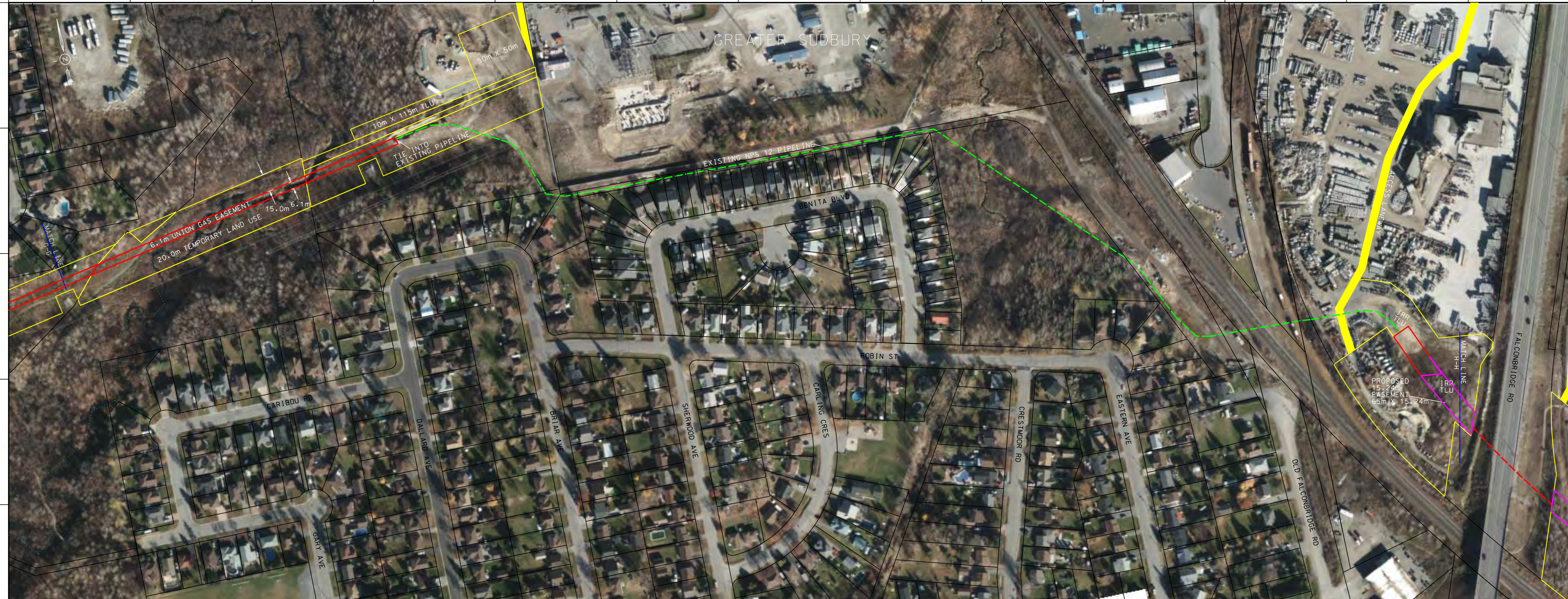
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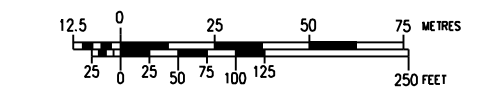
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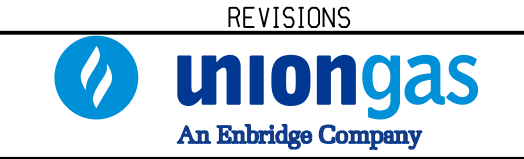
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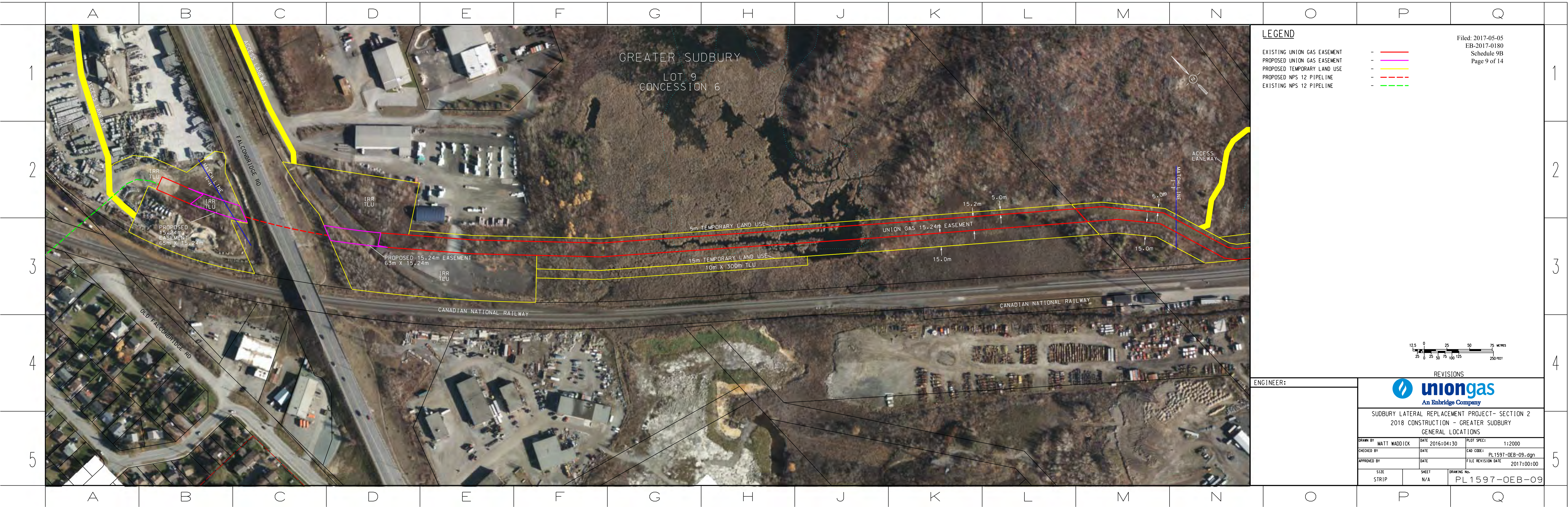


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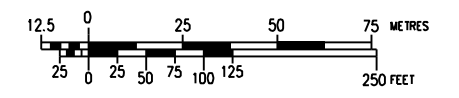


GREATER SUDBURY
LOT 9
CONCESSION 6

LEGEND

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- PROPOSED TEMPORARY LAND USE - ———
- PROPOSED NPS 12 PIPELINE - - - - -
- EXISTING NPS 12 PIPELINE - - - - -

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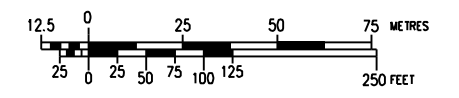
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- PROPOSED NPS 12 PIPELINE - Red dashed line
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GREATER SUDBURY
LOT 6
CONCESSION 6

LEGEND

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- PROPOSED TEMPORARY LAND USE - —
- PROPOSED NPS 12 PIPELINE - - - -
- EXISTING NPS 12 PIPELINE - - - -

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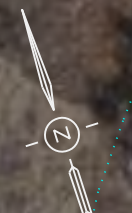
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Q

10.0m TEMPORARY LAND USE
PROPOSED 15.24m EASEMENT
15.0m TEMPORARY LAND USE

10.0m TEMPORARY LAND USE
UNION GAS 15.24m EASEMENT
TEMPORARY LAND USE
CANADIAN NATIONAL RAILWAY

6.0m
ACCESS
LANEWAY



MATCH LINE
K-K

MATCH LINE
J-J

15.2m

10.0m

15.0m

15.0m

10.0m

5.8m

25.0m

10.5m

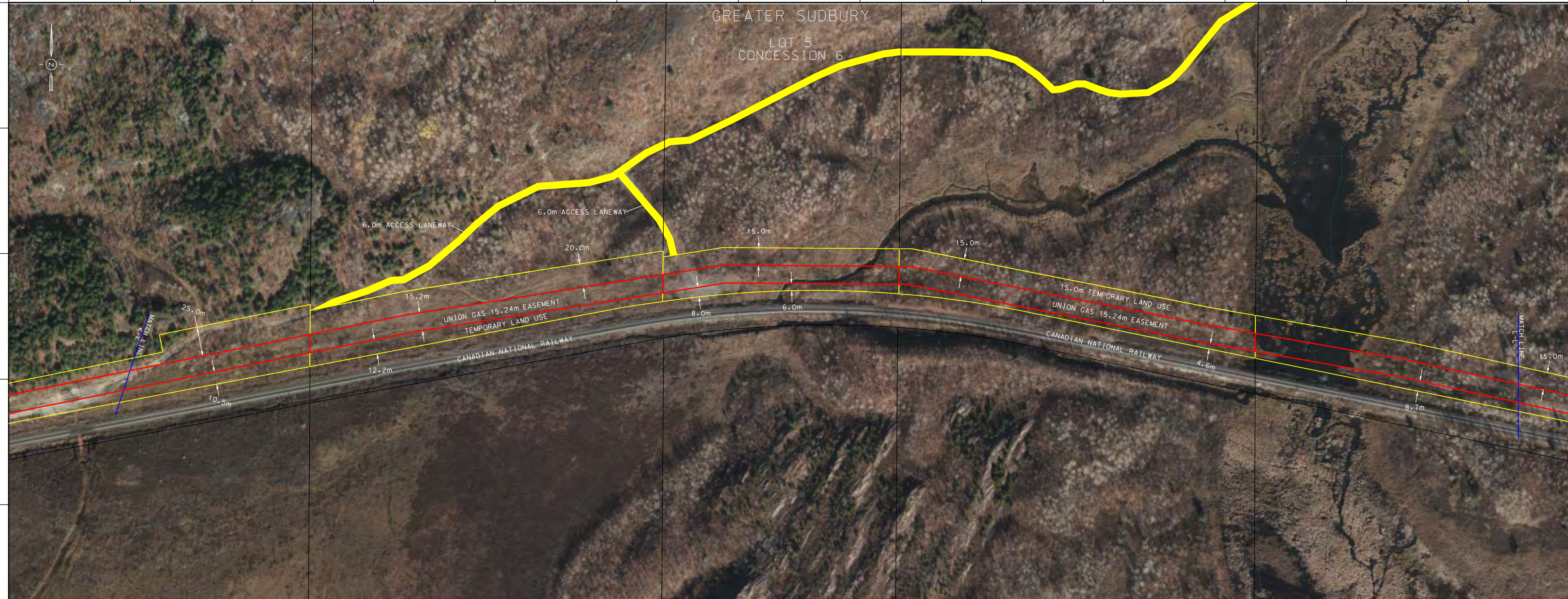
GREATER SUDBURY
LOT 5
CONCESSION 6

LEGEND

- EXISTING UNION GAS EASEMENT - [Red dashed line]
- PROPOSED UNION GAS EASEMENT - [Yellow dashed line]
- PROPOSED TEMPORARY LAND USE - [Yellow solid line]
- PROPOSED NPS 12 PIPELINE - [Red dashed line]
- EXISTING NPS 12 PIPELINE - [Green dashed line]

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4
5



ENGINEER:



REVISIONS

SUDBURY LATERAL REPLACEMENT PROJECT- SECTION 2
2018 CONSTRUCTION - GREATER SUDBURY
GENERAL LOCATIONS

DRAWN BY	MATT WADDICK	DATE	2016:04:30	PLOT SPEC:	1:2000
CHECKED BY		DATE		CAD CODE:	PL1597-OEB-12.dgn
APPROVED BY		DATE		FILE REVISION DATE	2017:00:00
SIZE	STRIP	SHEET	N/A	DRAWING No.	PL1597-OEB-12

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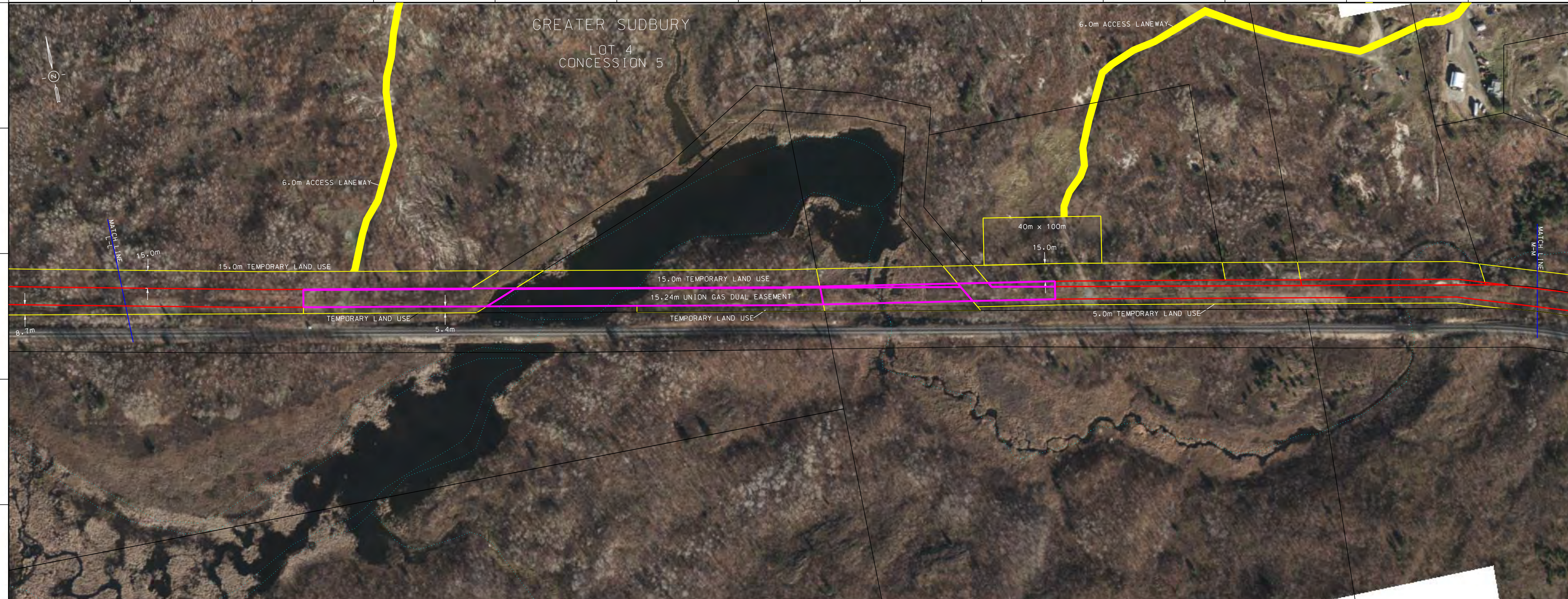
1
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GREATER SUDBURY
LOT 4
CONCESSION 5

LEGEND

- EXISTING UNION GAS EASEMENT - —
- PROPOSED UNION GAS EASEMENT - —
- PROPOSED TEMPORARY LAND USE - —
- PROPOSED NPS 12 PIPELINE - - - -
- EXISTING NPS 12 PIPELINE - - - -

Filed: 2017-05-05
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ENGINEER:



REVISIONS

SUDBURY LATERAL REPLACEMENT PROJECT- SECTION 2
2018 CONSTRUCTION - GREATER SUDBURY
GENERAL LOCATIONS

DRAWN BY	MATT WADDICK	DATE	2016:04:30	PLOT SPEC:	1:2000
CHECKED BY		DATE		CAD CODE:	PL1597-OEB-13.dgn
APPROVED BY		DATE		FILE REVISION DATE	2017:00:00

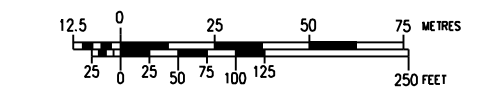
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STRIP	N/A	PL 1597-OEB-13

GREATER SUDBURY
 LOT 2
 CONCESSION 5

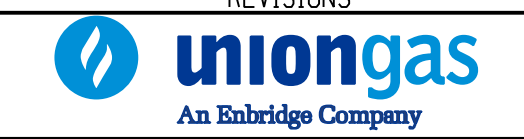
LEGEND

- EXISTING UNION GAS EASEMENT - —
- PROPOSED UNION GAS EASEMENT - —
- PROPOSED TEMPORARY LAND USE - —
- PROPOSED NPS 12 PIPELINE - - - -
- EXISTING NPS 12 PIPELINE - - - -

Filed: 2017-05-05
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ENGINEER:



REVISIONS

SUDBURY LATERAL REPLACEMENT PROJECT- SECTION 2
 2018 CONSTRUCTION - GREATER SUDBURY
 GENERAL LOCATIONS

DRAWN BY	MATT WADDICK	DATE	2016:04:30	PLOT SPEC:	1:2000
CHECKED BY		DATE		CAD CODE:	PL1597-OEB-14.dgn
APPROVED BY		DATE		FILE REVISION DATE	2017:00:00
SIZE	STRIP	SHEET	N/A	DRAWING No.	PL1597-OEB-14

File #	PIN	NAME & ADDRESS	PROPERTY DESCRIPTION	PERMANENT EASEMENT Dimensions (Metres) Area				TEMPORARY EASEMENT Dimensions (Metres) Area				MORTGAGE, LIEN/LEASE &/OR ENCUMBRANCES
				W	x	L	Hectares	W	x	L	Hectares	
FROOD												
S1	02179-0002(LT)	[REDACTED]	PCLS 19, 22, 16280A SEC SES, PT LTS 6-8 CON 5 MCKIM, PT LTS 8 & 9 CON 4 MCKIM, LYING N OF CPR CARTIER LINE, E OF LASALLE BLVD, W OF FROOD ROAD, EXCEPT SRO PTS 1 & 2 SR3582 "DESCRIPTION IN 15311 MAY NOT BE ACCEPTABLE IN FUTURE RE: A REFERENCE PLAN MAY BE REQUIRED IN FUTURE." SUBJECT TO 147574, 154547, 165019, 284256, 342022 CITY OF SUDBURY SUBJECT TO AN EASEMENT IN GROSS OVER PART 1, 53R20651 AS					61.6 x	71.5	0.318	e) Union LT147574, SD316381 e) Hydro LT154547; LT165019; LT284256; LT342022	
S2	02127-0426(LT)	[REDACTED]	FIRSTLY: SRO PART LOT 5 CON 5 TOWNSHIP OF MCKIM BEING PARTS 3, 4, 13, 14, 15, 16 AND 17 ON PLAN 53R15280; *** SUBJECT TO EASEMENT OVER PARTS 14 AND 16 AS IN LT165019; SUBJECT TO EASEMENT OVER PARTS 13, 14 AND 15 AS IN LT448769; *** TOGETHER WITH A RIGHTS OF WAY OVER PARTS 9, 10, 11, 12 AND 18 PLAN 53R15280; *** CITY OF SUDBURY ### SECONDLY: SRO OF PART LOT 6 CON 5, TOWNSHIP OF MCKIM BEING PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 AND 16 ON PLAN 53R8297; *** SUBJECT TO EASEMENT OVER PARTS 4, 6, 8 AND 12 AS IN LT147574; SUBJECT TO EASEMENT					20.0 x	92.9	0.179	e) Union LT147574; LT633625; LT633626 e) Hydro LT154547; LT165019; LT284256; SD276161 e) Nickel Dist Cons Authority LT448769	
S3	02127-0433	[REDACTED]	SRO PART LOT 5 CON 5 TOWNSHIP MCKIM DESIGNATED AS PARTS 6, 7 AND 8 PLAN 53R15280; SUBJECT TO EASEMENT OVER PARTS 6 AND 7 AS IN LT165019; SUBJECT TO EASEMENT OVER PART 6 AS IN LT 448769; TOGETHER WITH A RIGHT OF WAY OVER PARTS 9, 10, 11, 12 AND 18 ON 53R15280 AS IN LT803051; CITY OF SUDBURY					12.0 x	273.5	0.328	e) Hydro LT165019 e) Nickel Dist Cons Authority LT448769	
LASALLE BLVD												
S4	73601-0190(LT)	[REDACTED]	LT 4-6 CON 6 MCKIM EXCEPT PL 78S (SRO), S59181 (SRO), S69999 (SRO), S76430 (SRO), S78704 (SRO), S78878 (SRO), S96369 (SRO), S113521 (SRO), S113263 (SRO), S114221 (SRO); S/T S59888; S/T S46633 PARTIALLY RELEASED BY S58633; S/T RIGHT IN MM589; S1/2 LT 7 CON 6 MCKIM; PT LT 4 RCP 78S MCKIM SRO PT 4, 5, 6 & 7, 53R6999 & PT 1 & 2, 53R7204 EXCEPT PT 11, 53R7280; LT 41-44 RCP 78S MCKIM SRO; S/T MM1382, MM1384, MM1387, MM1388, MM1407, S114400, S45314, S51123, S58632, S62072, S67437, S75927, S95821, S95822 SUBJECT TO AN EASEMENT IN GROSS OVER PT 2, 53R19944 AS IN SD244604 SUBJECT TO AN EASEMENT IN GROSS OVER PTS 2, 3 & 4 53R20169 AS IN SD266527 SUBJECT TO AN EASEMENT IN GROSS OVER PTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 & 11 53R20172 AS IN SD268042 SUBJECT TO AN	15.2 x	184.9	0.280	EX	65.2 x	197.5	1.010	e) Union Gas MM1382; MM1384; MM1387; MM1388; S46633; S51123; S58632; S95821; S95822; S114400; SD244604; SD266527; SD268042; SD319216 e) Hydro MM1407; S4531; S62072; S67437 l) Lorne Investments Limited e) City of Sudbury S75927 l) Canada Trustco Mortgage Company	
S5	73602-0271(LT)	[REDACTED]	PCL 39155 SEC SES; PT LT 3 CON 6 MCKIM UNITS 1-4 PL D241, UNITS 1-7 PL D240 SRO EXCEPT PT 5-16 53R16204; S/T LT147241, LT636269, LT754674, LT83932, LT84267, LT84268; GREATER SUDBURY	6.1 x	416.5	0.254	EX	6.5 x	416.5	0.272	e) Hydro LT83932 e) Vale LT84267; LT84268 e) Union Gas LT147241; LT636269 e) City of Sudbury LT754674	
S6	73602-0286(LT)	[REDACTED]	PCL 38921 SEC SES SRO; PT LT 3 CON 6 MCKIM PTS 1, 2, 3, 4, 5, 6 & 7 53R5279, EXCEPT PT 1-4 53R16204; S/T LT147196, LT636270, LT754674, LT82947, LT82948, LT83852; GREATER SUDBURY	6.1 x	208.1	0.127	EX	15.0 x	208.1	0.312	e) Vale LT82947; LT82948 e) Hydro LT83852 e) Union Gas LT147196; LT636270 e) City of Sudbury LT754674	
S7	73602-0502(LT)	[REDACTED]	PCL 32987 SEC SES; LT 246-280 PL M1045 MCKIM; BLK X, Y PL M1045 MCKIM; S/T LT108360, LT108361, LT132130, LT132131, LT147384, LT404380, LT404381, LT404382, LT404383, LT404384; GREATER SUDBURY	6.1 x	37.3	0.023	EX	6.4 x	37.3	0.024	e) Vale LT108360; LT108361 e) Hydro LT132130; LT132131; LT404382 e) Union Gas LT147384 e) City of Sudbury LT404380; LT404381 e) Bell Canada LT404383 e) Sudbury Cable Services Limited LT404384 e) Royal Bank of Canada	

File #	PIN	NAME & ADDRESS	PROPERTY DESCRIPTION	PERMANENT EASEMENT Dimensions (Metres) Area				TEMPORARY EASEMENT Dimensions (Metres) Area				MORTGAGE, LIEN/LEASE &/OR ENCUMBRANCES														
				W	x	L	Hectares	W	x	L	Hectares															
S8	73602-0498(LT)	[REDACTED]	PCL 32987A SEC SES; FORESTDALE DR PL M1045 MCKIM; S/T LT108360, LT108361, LT132130, LT132131, LT147384; GREATER SUDBURY	6.1	x	20.5	0.012	EX	15.0	x	20.5	0.239	6.8	x	20.5	0.015	e) Vale LT108360; LT108361 e) Hydro LT132130; LT132131 e) Union Gas LT147384 e) Sudbury Hydro-Electric Commission LT616569									
S9	73602-0501(LT)	[REDACTED]	PCL 32987 SEC SES; LT 327-351 PL M1045 MCKIM; BLK K, Z PL M1045 MCKIM; S/T LT108360, LT108361, LT132131, LT147384, LT404381, LT404382, LT404383, LT404384; GREATER SUDBURY	6.1	x	471.6	0.287	EX	15.0	x	471.5	0.707	7.0	x	471.5	0.328	28.2	x	41.5	0.117	6.0	x	27.6	0.016	e) Vale LT108360; LT108361 e) Hydro LT132131; LT404382 e) Union Gas LT147384 e) City of Sudbury LT404381 e) Bell Canada LT404383 e) Sudbury Cable Services Limited LT404384 m) Royal Bank of Canada	
S10	73602-0481(LT)	[REDACTED]	PCL 42786 SEC SES; LT 112 PL M1044 MCKIM; LT 113 PL M1044 MCKIM; LT 114 PL M1044 MCKIM; LT 115 PL M1044 MCKIM; LT 116 PL M1044 MCKIM; LT 117 PL M1044 MCKIM; LT 118 PL M1044 MCKIM; LT 119 PL M1044 MCKIM; LT 120 PL M1044 MCKIM; LT 121 PL M1044 MCKIM; LT 122 PL M1044 MCKIM; LT 123 PL M1044 MCKIM; LT 124 PL M1044 MCKIM; LT 125 PL M1044 MCKIM; LT 126 PL M1044 MCKIM; LT 127 PL M1044 MCKIM; LT 128 PL M1044 MCKIM; LT 129 PL M1044 MCKIM; LT 130 PL M1044 MCKIM; LT 131 PL M1044 MCKIM; LT 132 PL M1044 MCKIM; LT 133 PL M1044 MCKIM; LT 134 PL M1044 MCKIM						21.9	x	36.6	0.080	6.0	x	59.0	0.035									e) Vale LT108360; LT108361 e) City of Sudbury LT404380; LT404381 e) Hydro LT404382 e) Bell Canada LT404383 e) Sudbury Cable Services Limited LT404384	
S11	73602-0483(LT)	[REDACTED]	PCL 42786 SEC SES; LT 214 PL M1044 MCKIM; LT 215 PL M1044 MCKIM; LT 216 PL M1044 MCKIM; LT 217 PL M1044 MCKIM; LT 218 PL M1044 MCKIM; LT 219 PL M1044 MCKIM; LT 220 PL M1044 MCKIM; LT 221 PL M1044 MCKIM; LT 222 PL M1044 MCKIM; LT 223 PL M1044 MCKIM; LT 224 PL M1044 MCKIM; LT 225 PL M1044 MCKIM; LT 226 PL M1044 MCKIM; LT 227 PL M1044 MCKIM; LT 228 PL M1044 MCKIM; LT 229 PL M1044 MCKIM; LT 230 PL M1044 MCKIM; LT 231 PL M1044 MCKIM; LT 232 PL M1044 MCKIM; LT 233 PL M1044 MCKIM; LT 234 PL M1044 MCKIM; LT 235 PL M1044 MCKIM; LT 236 PL M1044 MCKIM; LT 237 PL M1044 MCKIM; LT 238 PL M1044 MCKIM; LT 239 PL M1044 MCKIM; LT 240 PL M1044 MCKIM; LT 241 PL M1044 MCKIM; LT 242 PL M1044 MCKIM; LT 243 PL M1044 MCKIM; LT 244 PL M1044 MCKIM; LT 245 PL M1044 MCKIM; LT 246 PL M1044 MCKIM; LT 247 PL M1044 MCKIM; LT 248 PL M1044 MCKIM; LT 249 PL M1044 MCKIM; LT 250 PL M1044 MCKIM; LT 251 PL M1044 MCKIM; LT 252 PL M1044 MCKIM; LT 253 PL M1044 MCKIM; LT 254 PL M1044 MCKIM; LT 255 PL M1044 MCKIM; LT 256 PL M1044 MCKIM; LT 257 PL M1044 MCKIM; LT 258 PL M1044 MCKIM; LT 259 PL M1044 MCKIM; LT 260 PL M1044 MCKIM; LT 261 PL M1044 MCKIM; LT 262 PL M1044 MCKIM; LT 263 PL M1044 MCKIM; LT 264 PL M1044 MCKIM; LT 265 PL M1044 MCKIM; LT 266 PL M1044 MCKIM; LT 267 PL M1044 MCKIM; LT 268 PL M1044 MCKIM; LT 269 PL M1044 MCKIM; LT 270 PL M1044 MCKIM; LT 271 PL M1044 MCKIM; LT 272 PL M1044 MCKIM; LT 273 PL M1044 MCKIM; LT 274 PL M1044 MCKIM; LT 275 PL M1044 MCKIM; LT 276 PL M1044 MCKIM; LT 277 PL M1044 MCKIM; LT 278 PL M1044 MCKIM; LT 279 PL M1044 MCKIM; LT 280 PL M1044 MCKIM; LT 281 PL M1044 MCKIM; LT 282 PL M1044 MCKIM; LT 283 PL M1044 MCKIM; LT 284 PL M1044 MCKIM; LT 285 PL M1044 MCKIM; LT 286 PL M1044 MCKIM; LT 287 PL M1044 MCKIM; LT 288 PL M1044 MCKIM; LT 289 PL M1044 MCKIM; LT 290 PL M1044 MCKIM; LT 291 PL M1044 MCKIM; LT 292 PL M1044 MCKIM; LT 293 PL M1044 MCKIM; LT 294 PL M1044 MCKIM; LT 295 PL M1044 MCKIM; LT 296 PL M1044 MCKIM; LT 297 PL M1044 MCKIM; LT 298 PL M1044 MCKIM; LT 299 PL M1044 MCKIM; LT 300 PL M1044 MCKIM; LT 301 PL M1044 MCKIM; LT 302 PL M1044 MCKIM; LT 303 PL M1044 MCKIM; LT 304 PL M1044 MCKIM						6.0	x	84.2	0.051													e) Vale LT 108360; LT108361 e) City of Sudbury LT404381 e) Hydr-Electric Commission of the City of Sudbury LT404382 e) Bell Canada L404383 e) Sudbury Cable Services Limited LT404384 m) Royal Bank of Canada SD287829	
S12	73602-0540(LT)	[REDACTED]	LT 172 PL M1044 MCKIM; LT 173 PL M1044 MCKIM; LT 174 PL M1044 MCKIM; LT 175 PL M1044 MCKIM; LT 176 PL M1044 MCKIM; LT 177 PL M1044 MCKIM; LT 178 PL M1044 MCKIM; LT 179 PL M1044 MCKIM; LT 180 PL M1044 MCKIM; LT 181 PL M1044 MCKIM; LT 182 PL M1044 MCKIM; LT 183 PL M1044 MCKIM; LT 184 PL M1044 MCKIM; LT 185 PL M1044 MCKIM; LT 186 PL M1044 MCKIM; LT 187 PL M1044 MCKIM; LT 188 PL M1044 MCKIM; LT 189 PL M1044 MCKIM; LT 190 PL M1044 MCKIM; LT 191 PL M1044 MCKIM; LT 192 PL M1044 MCKIM; LT 193 PL M1044 MCKIM; LT 194 PL M1044 MCKIM; LT 195 PL M1044 MCKIM; LT 196 PL M1044 MCKIM; LT 197 PL M1044 MCKIM; LT 198 PL M1044 MCKIM; LT 199 PL M1044 MCKIM; LT 200 PL M1044 MCKIM; LT 201 PL M1044 MCKIM; LT 202 PL M1044 MCKIM; LT 203 PL M1044 MCKIM; LT 204 PL M1044 MCKIM; LT 205 PL M1044 MCKIM; LT 206 PL M1044 MCKIM; LT 207 PL M1044 MCKIM; LT 208 PL M1044 MCKIM; LT 209 PL M1044 MCKIM; LT 210 PL M1044 MCKIM; LT 211 PL M1044 MCKIM; LT 212 PL M1044 MCKIM; LT 213 PL M1044 MCKIM; LT 214 PL M1044 MCKIM; LT 215 PL M1044 MCKIM; LT 216 PL M1044 MCKIM; LT 217 PL M1044 MCKIM; LT 218 PL M1044 MCKIM; LT 219 PL M1044 MCKIM; LT 220 PL M1044 MCKIM; LT 221 PL M1044 MCKIM; LT 222 PL M1044 MCKIM; LT 223 PL M1044 MCKIM; LT 224 PL M1044 MCKIM; LT 225 PL M1044 MCKIM; LT 226 PL M1044 MCKIM; LT 227 PL M1044 MCKIM; LT 228 PL M1044 MCKIM; LT 229 PL M1044 MCKIM; LT 230 PL M1044 MCKIM; LT 231 PL M1044 MCKIM; LT 232 PL M1044 MCKIM; LT 233 PL M1044 MCKIM; LT 234 PL M1044 MCKIM; LT 235 PL M1044 MCKIM; LT 236 PL M1044 MCKIM; LT 237 PL M1044 MCKIM; LT 238 PL M1044 MCKIM; LT 239 PL M1044 MCKIM; LT 240 PL M1044 MCKIM; LT 241 PL M1044 MCKIM; LT 242 PL M1044 MCKIM; LT 243 PL M1044 MCKIM; LT 244 PL M1044 MCKIM; LT 245 PL M1044 MCKIM; LT 246 PL M1044 MCKIM; LT 247 PL M1044 MCKIM; LT 248 PL M1044 MCKIM; LT 249 PL M1044 MCKIM; LT 250 PL M1044 MCKIM; LT 251 PL M1044 MCKIM; LT 252 PL M1044 MCKIM; LT 253 PL M1044 MCKIM; LT 254 PL M1044 MCKIM; LT 255 PL M1044 MCKIM; LT 256 PL M1044 MCKIM; LT 257 PL M1044 MCKIM; LT 258 PL M1044 MCKIM; LT 259 PL M1044 MCKIM; LT 260 PL M1044 MCKIM; LT 261 PL M1044 MCKIM; LT 262 PL M1044 MCKIM; LT 263 PL M1044 MCKIM; LT 264 PL M1044 MCKIM; LT 265 PL M1044 MCKIM; LT 266 PL M1044 MCKIM; LT 267 PL M1044 MCKIM; LT 268 PL M1044 MCKIM; LT 269 PL M1044 MCKIM; LT 270 PL M1044 MCKIM; LT 271 PL M1044 MCKIM; LT 272 PL M1044 MCKIM; LT 273 PL M1044 MCKIM; LT 274 PL M1044 MCKIM; LT 275 PL M1044 MCKIM; LT 276 PL M1044 MCKIM; LT 277 PL M1044 MCKIM; LT 278 PL M1044 MCKIM; LT 279 PL M1044 MCKIM; LT 280 PL M1044 MCKIM; LT 281 PL M1044 MCKIM; LT 282 PL M1044 MCKIM; LT 283 PL M1044 MCKIM; LT 284 PL M1044 MCKIM; LT 285 PL M1044 MCKIM; LT 286 PL M1044 MCKIM; LT 287 PL M1044 MCKIM; LT 288 PL M1044 MCKIM; LT 289 PL M1044 MCKIM; LT 290 PL M1044 MCKIM; LT 291 PL M1044 MCKIM; LT 292 PL M1044 MCKIM; LT 293 PL M1044 MCKIM; LT 294 PL M1044 MCKIM; LT 295 PL M1044 MCKIM; LT 296 PL M1044 MCKIM; LT 297 PL M1044 MCKIM; LT 298 PL M1044 MCKIM; LT 299 PL M1044 MCKIM; LT 300 PL M1044 MCKIM; LT 301 PL M1044 MCKIM; LT 302 PL M1044 MCKIM; LT 303 PL M1044 MCKIM; LT 304 PL M1044 MCKIM						6.0	x	135.2	0.110														e) Vale LT108360; LT108361 e) City of Sudbury LT404381 e) Hydro LT404832 e) Bell Canada LT404383 e) Sudbury Cable Services Limited LT404384 m) Royal Bank of Canada SD287829
S13	02115-0268(LT)	[REDACTED]	PCL 42786A & 32987A SEC SES MONTROSE AV PLAN M1044 & M1045 LYING N OF THE WLY PRODUCTION OF THE SLY LIMIT OF WOODBINE AND LYING SOUTH OF THE WESTERLY PRODUCTION OF THE SOUTH LIMIT OF AGINCOURT AVENUE; SUBJECT TO 132130, 132131, 147384; CITY OF SUDBURY	6.0	x	27.8	0.017	EX	15.0	x	27.4	0.041	7.3	x	27.4	0.020	50.0	x	27.4	0.136	6.0	x	91.8	0.055	e) Vale LT0108360Z; LT0108361Z e) Hydro LT132131 e) Union Gas LT147384 e) Sudbury Hydro-Electric Company LT616569	
S14	02115-0001(LT)	[REDACTED]	PCL 32987 SEC SES BLK P PLAN M1045 SUBJECT TO 404381, 404382, 404384, 132130 CITY OF SUDBURY						15.0	x	62.0	0.093													e) Vale LT0108360Z; LT0108361Z e) Hydro LT132130; LT404382 e) City of Sudbury LT404381 e) Sudbury Cable LT404384 m) Royal Bank of Canada	
S15	02115-0002(LT)	[REDACTED]	PCL 32987 SEC SES BLK AA PLAN M1045 SUBJECT TO 147384, 404381, 404382, 404384 CITY OF SUDBURY	6.1	x	62.0	0.038	EX																	e) Vale LT0108360Z; LT0108361Z e) Union LT147384 e) City of Sudbury LT404381 e) Hydro LT404382 e) Sudbury Cable LT404384 m) Royal Bank of Canada	

File #	PIN	NAME & ADDRESS	PROPERTY DESCRIPTION	PERMANENT EASEMENT Dimensions (Metres) Area				TEMPORARY EASEMENT Dimensions (Metres) Area				MORTGAGE, LIEN/LEASE &/OR ENCUMBRANCES	
				W	x	L	Hectares	W	x	L	Hectares		
S16	02115-0263(LT)	[REDACTED]	PCL 32987 SEC SES BLK J PLAN M1045 SUBJECT TO 404381, 404382, 404384, 633323, 132131 CITY OF SUDBURY					7.3	x	62.0	0.045	e) Vale LT0108360Z; LT0108361Z e) Hydro LT132131; LT404382 e) City of Sudbury LT404381 e) Saudbury Cable Services Ltd LT404384 e) Sudbury Hydro-Electric Commission LT616569 e) Union Gas LT633323	
S17	02115-0262(LT)	[REDACTED]	PCL 42786 SEC SES BLK I PLAN M1044 SUBJECT TO 404384 CITY OF SUDBURY					11.4	x	22.3	0.025	e) Vale LT108360Z; LT108361Z e) Sudbury Cable Services Limited LT404384 m) Royal Bank of Canada SD287829	
S18	02115-0003(LT)	[REDACTED]	PCL 39413 SEC SES SRO; BLK S PLAN M1014 SUBJECT TO 84070, 367113 CITY OF SUDBUR					15.0	x	107.8	0.162	e) Hydro LT84070; LT367113 e) Vale LT0088647Z; LT0088648Z	
S19	02115-0264(LT)	[REDACTED]	PCL 42629 SEC SES SRO; BLK O PLAN M1014 SUBJECT TO 147547, 623162, 84070 CITY OF SUDBUR	6.1	x	51.0	0.031	EX	6.0	x	51.4	0.031	e) Hydro LT84070 e) Vale LT0088647Z; LT0088648Z e) Union Gas LT147547; LT623162 m) The Royal Bank of Canada
S20	02115-0265(LT)	[REDACTED]	PCL 39413 SEC SES SRO; BLK P PLAN M1014 SUBJECT TO 633624, CITY OF SUDBUR	6.1	x	4.6	0.003	EX	6.0	x	4.5	0.003	e) Vale LT0088647Z; LT0088648Z e) Union LT633624
S21	02115-0266(LT)	[REDACTED]	PCL 42622 SEC SES SRO; BLK G PLAN M1014 SUBJECT TO 147547, 623161, 84070 CITY OF SUDBUR	6.1	x	218.1	0.133	EX	25.0	x	164.9	0.413	e) Hydro LT84070 e) Vale LT0088647Z; LT0088648Z e) Union Gas LT147547; LT623161 m) The Royal Bank of Canada
Yarmouth Road													
S22	02115-0267(LT)	[REDACTED]	PCL 42624 SEC SES SRO; BLK I PLAN M1014 SUBJECT TO 147547, 623160, 84070 CITY OF SUDBUR	6.1	x	111.7	0.068	EX	25.0	x	111.7	0.279	e) Hydro LT84070 e) Vale LT0088647Z; LT0088648Z e) Union Gas LT147547; LT623160 m) The Royal Bank of Canada
S23	02115-0067(LT)	[REDACTED]	PCL 48367 SEC SES PT LT 59 PLAN M801, PTS 5, 6, 7 & 8 53R11638 SUBJECT TO 146474, 634011 CITY OF SUDBURY	6.1	x	37.2	0.023	EX					e) Vale LT0077975Z; LT0077976Z e) Union Gas LT146474 e) Sudbury Hydro-Electric Commission m) Sudbury Credit Union Limited
S24	02115-0068(LT)	[REDACTED]	PCL 46881 SEC SES LTS 59 & 60 PLAN M801, EXCEPT PTS 1-8 53R11638; S/T 637458, 83851, 146474, 620466 CITY OF SUDBUR						15.3	x	37.2	0.057	e) Vale LT0077975Z; LT0077976Z e) Hydro LT83851; LT234516 e) Union Gas LT146474; LT620466 e) The Coproration of the City of Sudbury (ROW)
Agincourt Ave													
S25	02116-0023(LT)	[REDACTED]	PCL 32252 SEC SES BLK "A" AND LT 115, PLAN M801 EXCEPT PTS 1, 2, 3 & 4, 53R11531 SUBJECT TO 620466, 83851, 146474 CITY OF SUDBUR	6.1	x	255.1	0.155	EX	25.0	x	255.4	0.608	e) Vale LT0077975Z; LT0077976Z e) Hydro LT83851; LT234516 e) Union Gas LT146474; LT620466

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				W	x	L	Hectares	W	x	L	Hectares			
Lillian Blvd														
S26	73602-0092(LT)	[REDACTED]	PCL 48147 SEC SES; PT LT 3 PL M801 MCKIM PT 5 TO 8 53R11531; S/T LT146474, LT622378, LT77975, LT77976; GREATER SUDBURY	6.1	x	30.7	0.019	EX				e) Vale LT77975, LT77976 e) Union Gas LT146474 e) Sudbury Hydro-Electric Commission LT622378 m) ING Bank of Canada SD188895		
S27	73602-0149(LT)	[REDACTED]	PCL 46880 SEC SES; LT 2 PL M801 MCKIM EXCEPT PT 1 53R11770; LT 3 PL M801 MCKIM EXCEPT PT 5 TO 8 53R11531; S/T LT146474, LT620466, LT77975, LT77976, LT83851; GREATER SUDBURY			25.0	x	30.8	0.077			e) Vale LT77975; LT77976 e) Hydro LT83851 e) Union Gas LT146474; LT620466		
S28	73602-0446(LT)	[REDACTED]	PCL 107 SEC SES; PT W 1/2 OF E 1/2 OF LT 1 CON 6 MCKIM S OF UNIT 3 EXPROP PL D115 & N OF M562; S/T LT147546, LT4941, LT623159, LT69801, LT69802, LT84069; GREATER SUDBURY	6.1	x	181.5	0.110	EX	5.0	x	166.3	0.083	e) The Lorne Power Company LTD LT4941 e) Vale LT69801; LT69802 e) Hydro LT84069 e) Union Gas LT147546; LT623159	
S29	73602-0386(LT)	[REDACTED]	PCL 10693 SEC SES; PT LT 1 CON 6 MCKIM AS IN LT59104, EXCEPT M562 UNIT 2 EXPROP PL D115, S/T LT623158; S/T LT147546, LT79453; S/T EASEME NT IN GROSS OVER PT 1 & 2 ON 53R18176 AS IN SD75508; GREATER SUDBURY	6.1	x	171.3	0.104	EX	5.0	x	120.8	0.060	e) Hydro LT79453 e) Union Gas LT147546; SD75508	
S30	73602-0532(LT)	[REDACTED]	PT LT 1 CON 6 MCKIM UNITS 2 & 5 PL D115; PT LT 1 CON 6 MCKIM SRO UNITS 3, 4, 6 & 7 PL D115 EXCEPT PT 6-10 53R16157 & PT 1 53R19622; S/T LT414185, LT4718, LT4941, LT5143, LT523464; S/T EASEMENT IN GROSS OVER PT 1 AND 2 PL 53R17891 AS IN SD37268; GREATER SUDBURY TOGETHER WITH AN EASEMENT OVER PT 1 53R19622 AS IN SD252037			10.0	x	307.1	0.307	19.5	x	75.8	0.148	e) The Lorne Power Company Ltd LT4718; LT4941; LT5143 e) Union Gas LT414185; LT523464; SD37268 e) Nickel District Conservation Authority SD252031
Barry Downe Rd														
S31	73567-0011(LT)	[REDACTED]	SRO PT LT 12 CON 6 NEELON AS IN EP5084 AND LT145351; EXCEPTING THE ROW OF THE CANADIAN PACIFIC RAILWAY ACROSS THE NW PT OF SAID LT CONTAINING SIXTEEN ONE HUNDREDTHS OF AN ACRE AS SET OUT IN EP5084, EXCEPT SRO OF PL M359, EXCEPT THAT PT TRANSFERRED AND SHOWN OUTLINED IN RED ON PL OF SURVEY ATTACHED TO TRANSFER LT138673 BEING SRO ENTERED IN PCL 22721, EXCEPT PT 1 53R3818 AND PARTS 2 TO 8 53R14850; S/T LT138673; T/W PT 1 TO 15 53R8323 AS IN LT469634; T/W PT 2 53R11310 AS IN LT609918; T/W PARTS 1 & 2 53R17274 AS IN LT953686; S/T D115E, LT110220, LT110221, LT110338, LT110339, LT147564, LT377285, LT641933, LT83974, LT87138; GREATER SUDBURY	6.1	x	486.0	0.296	EX	irr	x	312.4	0.273	e) Hydro LT83974; LT87138; LT611525; e) Sudbury Hydro-Electric Commission LT616569 e) Vale LT110220; LT110221; LT110338; LT110339 e) Union Gas LT147564; LT369806 l) Cambrian College of Applied Arts and Technology The Toronto-Dominion Bank e) City of Sudbury LT377285; LT641933; l) Northern Centre for Advanced Technology Inc. SD142342 l) Cambrian College of Applied Arts & Technology SD142343 m) Royal Bank of Canada	
S32	73567-0599(LT)	[REDACTED]	PT LT 12 CON 6 NEELON PTS 2, 5 & 7 PL 53R17330; S/T LT89343, LT147197 & LT395557 CITY OF GREATER SUDBURY	6.1	x	135.6	0.083	EX	25.0	x	134.9	0.337	e) Hydro LT89343; LT611525 e) Union Gas LT147197; LT395557	

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				W	x	L	Hectares	W	x	L	Hectares		
S33	73567-0600(LT)	[REDACTED] Landerville Drive [REDACTED] 110	PT LT 12 CON 6 NEELON PTS 3, 6 & 8 PL 53R17330; S/T LT89343, LT147197 & LT395557 CITY OF GREATER SUDBURY	6.0	x	20.6	0.012	EX					e) Hydro LT89343; LT611525 e) Union Gas LT147197; LT395557 e) Sudbury Hydro LT611829 m) Caisse Populaire Des Voyageurs Inc.
S34	73567-0601(LT)	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	PT LT 12 CON 6 NEELON PTS 4 & 9 PL 51R17330; S/T LT89343 & LT147197 CITY OF GREATER SUDBURY	6.1	x	150.5	0.092	EX	25.0	x	152.2	0.380	e) Hydro LT89343; LT611525 e) Union Gas LT147197
S35	73566-0162(LT)	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	PCL 46675 SEC SES SRO; PT BLK B PL M1005 NEELON PT 10 TO 15 53R10206; S/T LT152663, LT363167, LT363169, LT64955, LT79445; GREATER SUDBURY	6.1	x	35.9	0.022	EX	35.4	x	36.0	0.128	e) Vale LT64955 e) Hydro LT79445; LT363167 e) Union Gas LT152663; LT376946 e) City of Sudbury LT363169
Havenbrook Drive													
S36	73566-0181(LT)	[REDACTED] [REDACTED] [REDACTED]	PCL 46575 SEC SES SRO; BLK D PL M1005 NEELON; S/T LT152663, LT363167, LT363169, LT64955, LT79445; GREATER SUDBURY	6.1	x	263.2	0.160	EX	25.0	x	222.6	0.557	e) Vale LT64955 e) Hydro LT79445; LT363167 e) Union Gas LT152663; LT376946 e) City of Sudbury LT363169 m) First National Financial GP Corporation
S37	73566-0224(LT)	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	PCL 46274 SEC SES SRO; BLK C PL M1005 NEELON EXCEPT PT 1 TO 4 53R9763 & PT 1 TO 9 53R12568; S/T LT363167, LT363169, LT64955, LT784305, LT79445; GREATER SUDBURY						6.6	x	110.2	0.073	e) Vale LT64955 e) Hydro LT79445; LT363167 e) The Corporation of the City of Sudbury LT363169; LT784305 m) Stewards Foundation Ontario LT540803; LT569180
Lansing Ave													
S38	73566-1117(LT)	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	PCL 46675 SEC SES SRO; BLK F PL M1005 NEELON EXCEPT PARTS 1 TO 50 53R10207, PARTS 7 TO 9 53R16023 AND PARTS 1 TO 3 53R16360; S/T LT152663, LT363167, LT363169, LT363170, LT64955, LT76901, LT76902, LT80072; GREATER SUDBURY	6.1	x	282.1	0.172	EX	10.0	x	295.6	0.286	e) ValeLT64955; LT76901; LT76902 e) Hydro LT80072; LT363167 e) Union Gas LT152663; LT376946 e) City of Sudbury LT363169; LT363170; LT539346
S39	73566-1073(LT)	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	PCL 39237 SEC SES SRO; BLK G PL M1005 NEELON EXCEPT PT 1 & 2 53R10928; S/T LT152663, LT427184, LT76901, LT76902, LT80072; GREATER SUDBURY SUBJECT TO AN EASEMENT IN GROSS OVER PTS 1 & 2 53R20056 AS IN SD255145	6.1	x	194.8	0.119	EX	15.0	x	133.9	0.239	e) Vale LT76901; LT76902 e) Hydro LT80072 e) Union Gas LT152663; LT427184; SD255145 e) City of Sudbury LT363173
S40	73565-0548	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	PCL 26249 SEC SES; PT LT 10 CON 6 NEELON AS IN LT166691 EXCEPT PT 3 53R6152; S/T LT147324, LT77666, LT79444, LT86480, LT86481; S/T EAS OVER PT 3 ON 53R6152 AS IN LT402515; GREATER SUDBURY	6.1	x	83.6	0.051	EX	4.6	x	212.6	0.098	e) Hydro LT77666; LT79444; LT166691 e) Vale LT86480; LT86481 e) Union Gas LT147324; LT402515 e) Sudbury Hydro-Electric LT616569
S41	73565-0389	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	PCL 35391 SEC SES; PT LT 10 CON 6 NEELON PT 1 SR3064; S/T LT86480, LT86481; S/T EAS OVER PT 2 ON 53R6151 AS IN LT402515; GREATER SUDBURY						6.0	x	213.6	0.123	e) Vale LT86480; L86481 e) Hydro LT280574 e) Union LT402515

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				W	x	L	Hectares	W	x	L	Hectares		
S42	73564-0020(LT)	[REDACTED]	PCL 45401 SEC SES SRO; PT LT 9 CON 6 NEELON PT 1 TO 15 53R8738; S/T LT147574(PARTIALLY RELEASED UNDER LT336565), LT154139, LT179385, LT336566, LT398124, LT489032; GREATER SUDBURY	15.2	x	45.1	0.1	EX	irr	x	irr	0.476	e) Union LT147574; LT179385; LT336566; LT398124; LT489032 e) Hydro LT154139 m) Caisse Populaire Des Voyageurs Inc. SD270165
FALCONBRIDGE ROAD													
S43	73564-0013(LT)	[REDACTED]	PCL 49651 SEC SES SRO; PT LT 9 CON 6 NEELON PT 11 TO 13, 15, 17, 19, 21 TO 44, 46 TO 61 53R13393, EXCEPT LT755136 AND PT 6 AND 7 53RR16796; T/W PT 1 TO 7 53R13393 AS IN LT710815; T/W PT 15 TO 17 53R11852 AS IN LT639409, S/T PT 2 TO 4 53R16796 & PT 19,17,15 & 13 53R13393 AS IN LT904872; S/T LT101713, LT146473, LT146494, LT147574, LT153893, LT154139, LT336566, LT394255, LT398124, LT621434, LT631453, LT639409, LT716031, LT716032, LT755136; GREATER SUDBURY	15.2	x	776.3	1.180	EX	60.0	x	125.8	0.755	e) Hydro LT101713; LT146494; LT154139 e) Union LT147574; LT153893; LT336566; LT394255; LT398124; LT716032; LT755136 e) Bell Canada LT621434; LT631453; LT716031 e) Vale LT639409 l) Trimac Transportation Services Inc. LT907370 m) Royal Trust Corporation of Canada LT908682
S44	73563-0025(LT)	[REDACTED]	PCL 4853 SEC SES; PT LT 8 CON 6 NEELON AS IN EP5494 EXCEPT LT48359; EXCEPTING CERTAIN INTERESTS TO THE TIMISKAMING AND NORTHERN ONTARIO RAILWAY COMMISSION AS SET OUT IN THE ORIGINAL PATENT FROM THE CROWN; S/T LT144335, LT147545, LT159980, LT402513, LT621436, LT99328; GREATER SUDBURY	12.2	x	303.3	0.382	EX	5.0	x	308.1	0.154	e) Hydro LT99328; LT144335 e) Union LT159980; LT402513 e) Bell Canada LT621436
S45	73563-0005(LT)	[REDACTED]	PCL 51121 SEC SES SRO; PT LT 8 CON 6 NEELON AS IN LT48359; S/T LT820163; S/T LT147579, LT404002, LT631455, LT820163E; GREATER SUDBURY	12.2	x	280.7	0.343	EX	50.0	x	100.0	0.116	e) Union LT147579; LT404002 e) Bell Canada LT631455 e) Vale LT820163E
S46	73562-0060(LT)	[REDACTED]	SRO; PT LT 8 CON 5 NEELON BEING PT 1, 2, 3 AND 4 ON 53R18070; S/T LT147544, LT400610; GREATER SUDBURY	15.2	x	379.6	0.577	EX	10.0	x	351.0	0.480	e) Union Gas LT147544, LT400610
S47	73562-0008(LT)	[REDACTED]	PCL 51317 SEC SES; PT LT 7 CON 5 NEELON PT 3 TO 9 53R15809; S/T LT147123, LT390704, LT837382; GREATER SUDBURY									e) Union LT147123; LT390704 e) Sudbury Hydro LT837382	
S48	73562-0028(LT)	[REDACTED]	PCL 2635 SEC SES; PT LT 7 CON 5 NEELON AS IN EP4844 EXCEPT LT14289, LT39332, LT61977 & PT 1 TO 9 53R15809; S/T LT147123, LT390704; GREATER SUDBURY	15.2	x	378.6	0.576	EX	10.0	x	377.8	0.378	e) Union Gas LT147123, LT390704
S49	73562-0001(LT)	[REDACTED]	PCL 3481 SEC SES; PT LT 7 CON 5 NEELON AS IN EP5150; S/T LT146472, LT182264, LT217110, LT290886, LT427183; GREATER SUDBURY	15.2	x	443.0	0.673	EX	10.0	x	445.0	0.442	e) Union Gas LT146472, LT427183 e) Hydro LT18226, LT217110, LT290886

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				W	x	L	Hectares	W	x	L	Hectares		
S50	CROWN	[REDACTED]	Lot 6 Concession 5, Neelon, Greater Sudbury	15.2	x	912.0	1.386	EX	10.0	x	1103.2	1.103	Rainbow Concrete - Mining Rights 2477 Maley Drive Sudbury, ON P3A 4R7
S51	73562-0038(LT)	[REDACTED]	PCL 331 SEC SES; PT LT 5 CON 5 NEELON AS IN LT9626 EXCEPTING THEREOUT THE ROW OF THE CANADIAN NORTHERN ONTARIO RAILWAY COMPANY CONTAINING SIX AND SIX TENTHS ACRES MORE OR LESS; S/T LT146494, LT147574, LT154139, LT398126, LT631445; GREATER SUDBURY	15.2	x	304.2	0.463	EX	20.0	x	303.8	0.608	e) Vale LT61035 e) Hydro LT146494, LT154139 e) Union Gas LT147574, LT398126 e) Bell LT631445
				15.2	x	307.9	0.470	EX	10.0	x	304.2	0.307	
S52	73562-0041(LT)	[REDACTED]	PCL 1379 SEC SES; PT LT 5 CON 5 NEELON AS IN LT727; S/T LT146494, LT147574, LT154139, LT398126, LT631446; GREATER SUDBURY	15.2	x	201.6	0.470	EX	15.0	x	201.0	0.302	e) Hydro LT146494, LT154139 e) Union Gas LT147574, LT398126 e) Bell Canada LT631446
									7.1	x	201.1	0.142	
S53	73562-0044(LT)	[REDACTED]	PCL 2735 SEC SES; N 1/2 LT 4 CON 5 NEELON EXCEPTING; FIRSTLY: THE ROW OF THE CANADIAN ONTARIO NORTHERN RAILWAY AND SECONDLY: THE ROW OF THE WAHNPITAI POWER COMPANY LIMITED FOR ITS POLE LINE, AND EXCEPT LT33412 AND LT50980; S/T LT146494, LT147574, LT154139, LT398122, LT631447; GREATER SUDBURY	0.5	x	258.9	0.013	EX	15.0	x	245.0	0.368	e) Hydro LT146494, LT154139 e) Union Gas LT147574, LT398122 e) Bell Canada LT631447
				15.2	x	386.2	0.587	EX	15.0	x	537.8	0.807	
				0.5	x	258.9	0.013	NEW	6.0	x	407.7	0.245	
				0.5	x	150.0	0.008	NEW	6.0	x	106.1	0.157	
S54	73562-0053(LT)	[REDACTED]	PCL 5804 SEC SES; PT LT 4 CON 5 NEELON AS IN LT33412 EXCEPT LT50980; GREATER SUDBURY	14.7	x	168.3	0.247	EX	15.0	x	38.0	0.057	
				14.7	x	168.3	0.247	NEW	5.5	x	150.6	0.083	
S55	73562-0052(LT)	[REDACTED]	PCL 9346 SEC SES; PT LT 4 CON 5 NEELON AS IN LT50980; S/T LT398132; GREATER SUDBURY	14.8	x	272.3	0.402	EX	5.4	x	158.8	0.085	e) Union Gas LT398132
				14.8	x	272.3	0.402	NEW					
S56	73562-0051(LT)	[REDACTED]	PCL 8606 SEC SES; PT LT 3 CON 5 NEELON AS IN LT47765; S/T LT16219, LT25398, LT32859, LT32866, LT398132; GREATER SUDBURY	13.3	x	122.0	0.162	EX	7.0	x	129.6	0.091	e) Vale LT16219; LT25398; LT32859; LT32866 e) Union LT398132
				13.3	x	122.0	0.162	NEW					
S57	73562-0025(LT)	[REDACTED]	PCL 2964 SEC SES; PT LT 3 CON 5 NEELON AS IN EP4968 EXCEPT LT33413, LT36972, LT47765 & PT 1 SR1218; S/T LT147385, LT148818, LT16219, LT25398, LT32859, LT32866, LT98568; GREATER SUDBURY	4.6	x	264.2	0.122	EX	15.0	x	112.2	0.168	e) Vale LT16219, LT25398, LT32859, LT32866 e) Hydro LT98568, LT148818 e) Union Gas LT147385
				irr	x	irr	0.023	EX	15.0	x	63.8	0.096	
				irr	x	irr	0.023	NEW	6.0	x	178.0	0.107	
				irr	x	irr	0.094	NEW					
S58	73562-0050(LT)	[REDACTED]	PCL 5805 SEC SES; PT LT 3 CON 5 NEELON AS IN LT33413; S/T LT16219, LT25398, LT32859, LT32866; GREATER SUDBURY	10.5	x	635.4	0.738	EX	5.0	x	593.1	0.293	e) Vale LTT16219, LT25398, LT32859, LT32866
				irr	x	irr	0.022	NEW	irr	x	irr	0.004	
				irr	x	irr	0.246		irr	x	irr	0.246	

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				W	x	L	Hectares	W	x	L	Hectares	
S59	73562-0004(LT)	[REDACTED]	PCL 53313 SEC SES; PT LT 3 CON 5 NEELON SRO PT 1, 2, SR1218; S/T LT16219, LT25398, LT32859, LT32866, LT892484E; GREATER SUDBURY					15.0 x	205.9	0.309	e) Vale LT16219, LT25398, LT32859,, LT32866, LT892484E	
S60	73562-0072(LT)	[REDACTED]	FIRSTLY: PT LT 3 CON 5 NEELON S/T PT 2 SR1329 AS IN LT240389 EXCEPT LT8837, LT33002, LT33413, M571, PT 1 SR1329, PT 1 SR3501, PT 1 TO 4 53R3793, PT 1 53R3867 & PT 14 TO 18 SR1800(SRO); S/T LT147385, LT148818, LT16219, LT25398, LT32859, LT32866, LT98568; SECONDLY; PT LT 2 CON 5 NEELON BEING PT 1,4 & 5 53R19585; THIRDLY: SURFACE RIGHTS ONLY; PT LT 2 CON 5 NEELON BEING PT 2 & 3 53R19585 CLOSED BY BY-LAW REGISTERED AS SD214176 SUBJECT TO AN EASEMENT OVER PT 3,4 & 6	4.7 x	156.7	0.073	EX	15.0 x	155.9	0.234	e) Vale LT16219, LT25398, LT32859, LT32866 e) Hydro LT98568, LT148818, SD214287 e) Union Gas LT147385 e) Persona Communications Inc. SD217874	
S62	73562-0018(LT)	[REDACTED]	PCL 35926 SEC SES; PT LT 3 CON 5 NEELON PT 1 SR3501 & PT 1, 2, 3 & 4 53R3793; S/T LT147385, LT16219, LT32859, LT393529; GREATER SUDBURY	15.2 x	82.9	0.130	EX	15.1 x	78.1	0.113	e) Vale LT16219, LT32859 e) Union Gas LT14738, LT393529	
Garson Coniston Road												
S63	73562-0067(LT)	[REDACTED]	PT LT 1, CON 5 NEELON; PT LT 2 CON 5 NEELON AS IN NP1158, EP4491, EP4492 EXCEPTING PTS 1 TO 17 AND 45 TO 47 SR2209 AND PTS 1 TO 14 53R15579 AND PTS 1,4 & 5 53R19585; S/T LT168053 PARTIALLY RELEASED BY LT757990; SUBJECT TO AN EASEMENT AS IN LT630438 SUBJECT TO AN EASEMENT AS IN LT146494 SUBJECT TO AN EASEMENT AS IN LT147574 SUBJECT TO AN EASEMENT AS IN LT154139 SUBJECT TO AN EASEMENT AS IN LT168053 SUBJECT TO AN EASEMENT AS IN LT398123 SUBJECT TO AN	15.2 x	152.1	0.232	EX	28.8 x	34.2	0.105	e) Hydro LT146494, LT154139 e) Union Gas LT147574, LT168053, LT323077, LT398123, LT630438, LT754456, SD67419 m) National Bank of Canada	
S64	73562-0006(LT)	[REDACTED]										

CONISTON STATION

SECTION 3

WALDEN TBS

S65	73372-0206(LT)	[REDACTED]	PT LT 2 CON 6 WATERS AS IN LT62467, PT 1-5 53R8774, LT846690 EXCEPT LT122, SRO AS IN LT159859, SRO PT 1, 2 & 3 53R5293, SRO PT 1 SR2533, SRO PT 1 SR3310, SRO PT 1 53R5718, SRO PT 1 53R5708, SRO PT 1 & 2 SR3235, SRO PT 1 53R6191, SRO PT 7 53R3235, SRO PT 1 53R7681, SRO PT 153R8213, SRO PT 5 53R8981, SRO PT 3, 4 53R8981, SRO PT 2 53R8928, SROPT 1, 2 53R8769, SRO PT 1 53R12075, SRO PT 1 53R15922, SRO PT 1 53R16214, SRO PT 5 53R17434 & SRO PT 1 53R18803; ALSO EXCEPTING THE RIGHT-OF-WAY OF THE CANADIAN RAILWAY COMPANY PASSING THROUGH LT & THE RIGHT OF WAY OF THE SUDBURY-COLONIZATION RD; S/T LT51563, LT57817, LT61159, LT62275; T/W LT57817, LT61159, LT61435, LT62275; S/T LT147578, LT233673, LT405167; GREATER SUDBURY	15 x	358.1	0.537	NEW	irr x	347.8	0.318	e) Union LT147578; LT233673; LT405167
S66	73371-0163(LT)	[REDACTED]	PCL 526 SEC SWS; PT LT 2 CON 1 SNIDER AS IN SM204 EXCEPT LT9438, LT563, SRO AS IN LT159509 (SECONDLY & THIRDLY), SRO AS IN PT 7, SR2407; S/T LT147578; GREATER SUDBURY	15 x	428.3	0.642	NEW	10 x	454.4	0.454	e) Union LT147578
								5.5 x	409.5	0.225	
								irr x	irr	0.111	
								irr x	irr	0.171	

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				W	x	L	Hectares	W	x	L	Hectares		
S67	73371-0172(LT)	[REDACTED]	LT 1 CON 3 SNIDER; LT 2 CON 2 SNIDER; PT LT 2 CON 3 SNIDER; PT LT 1-2 CON 1 SNIDER; PT LT 1, 3 CON 2 SNIDER AS IN SN39, SN33, S62838, S77276 EXCEPT S70718 SRO, S92354 SRO, S79916 SRO; PT N1/2 LT 12 CON 2 MCKIM; PT S1/2 LT 12 CON 2 MCKIM PT 3, 5, 6, 7, 8, 9, 10, 30, 31, 32, 33 53R5927 EXCEPT SRO, PT 11, 12, 13, 21, 30, 31, 53R5926 EXCEPT SRO & PT 10, 53R5925 EXCEPT SRO; S/T MM1423, S55225, S71319, SN38, SN63, SN66, SN67; GREATER SUDBURY	15	x	569.2	0.854	NEW	irr	x	irr	0.080	e) Hydro SN38 e) Union SN63; MM1423; SN66; SN67; S55225 e) The Corporation of the City of Sudbury S71319 l) The Sudbury Board of Education
S68		[REDACTED]											
S69	73371-0117(LT)	[REDACTED]	PCL 415 SEC SWS; PT LT 1 CON 1 SNIDER AS IN LT8823 EXCEPT SRO AS IN LT159805, SRO AS IN PT 5 SR2407; S/T LT147579, LT233585; GREATER SUDBURY	15	x	218.4	0.328	NEW	17.5	x	143.1	0.250	e) Union Gas LT147579, LT233585
S70	73371-0033(LT)	[REDACTED]	PCL 457 SEC SWS; NW 1/4 LT 1 CON 1 SNIDER EXCEPT SRO AS IN LT3655, SRO AS IN LT8822, SRO AS IN LT159509, PT 1 53R5192, SRO PT 1, 6 & 8 SR2407; S/T LT3655; S/T A ROW FOR THE ALGOMA BRANCH OF THE CANADIAN PACIFIC RAILWAY; S/T LT233584, LT147578; GREATER SUDBURY ,	15	x	561.4	0.846	NEW	5	x	61.2	0.030	e) Union LT147578; LT233584
				15	x	153.4	0.230	NEW	5	x	178.1	0.089	
				irr	x	irr	0.031	NEW	5	x	275.4	0.137	
									30	x	irr	0.210	
									9.6	x	224.3	0.215	
									irr	x	irr	3.100	
									irr	x	irr	0.385	
									irr	x	irr	0.198	
									10	x	119.0	0.119	
									irr	x	irr	0.136	
S71	73371-0035(LT)	[REDACTED]	PCL 1445 SEC SWS SRO; PT LT 1 CON 1 SNIDER AS LT5087 EXCEPT LT159509, PT 2 & 4 SR2407; GREATER SUDBURY	irr	x	irr	0.005	NEW	9.4	x	28.6	0.027	none
S72	73371-0172(LT)	[REDACTED]	LT 1 CON 3 SNIDER; LT 2 CON 2 SNIDER; PT LT 2 CON 3 SNIDER; PT LT 1-2 CON 1 SNIDER; PT LT 1, 3 CON 2 SNIDER AS IN SN39, SN33, S62838, S77276 EXCEPT S70718 SRO, S92354 SRO, S79916 SRO; PT N1/2 LT 12 CON 2 MCKIM; PT S1/2 LT 12 CON 2 MCKIM PT 3, 5, 6, 7, 8, 9, 10, 30, 31, 32, 33 53R5927 EXCEPT SRO, PT 11, 12, 13, 21, 30, 31, 53R5926 EXCEPT SRO & PT 10, 53R5925 EXCEPT SRO; S/T MM1423, S55225, S71319, SN38, SN63, SN66, SN67; GREATER SUDBURY	15	x	2358.4	3.538	NEW	irr	x	irr	11.442	e) Hydro SN38 e) Union SN63; MM1423; SN66; SN67; S55225 e) The Corporation of the City of Sudbury S71319 l) The Sudbury Board of Education
									6	x	25.4	0.015	
									6	x	109.9	0.066	
									6	x	113.6	0.068	
									6	x	251.1	0.150	
S73	73599-0606(LT)	[REDACTED]	PCL 40655 SEC SES SRO; LT 2 PL M1023 SNIDER; S/T LT387295; GREATER SUDBURY						6	x	75.8	0.045	e) The Corporation of the City of Sudbury LT387295 e) Union Gas LT387299

File #	PIN	NAME & ADDRESS	PROPERTY DESCRIPTION	PERMANENT EASEMENT Dimensions (Metres) Area			TEMPORARY EASEMENT Dimensions (Metres) Area			MORTGAGE, LIEN/LEASE &/OR ENCUMBRANCES				
				W	x	L Hectares	W	x	L Hectares					
S74	73599-0605(LT)	[REDACTED]	PCL 40656 SEC SES SRO; LT 3 PL M1023 EXCEPT PTS 1 TO 4 ON 53R-12932 SNIDER; S/T LT387295, LT387296, LT387297, LT387300, LT475912; GREATER SUDBURY				6	x	43.3	0.026	e) The Corporation of the City of Sudbury LT387295 e) Vale LT387296, LT455369, LT475912 e) The Huronian Company Limited LT387297 e) Sudbury Cable Services Limited LT387300 e) Sudbury Hydro-Electric Commission LT572598E			
S75	73600-0271(LT)	[REDACTED]	E1/2 LT 12 CON 3 MCKIM; W1/2 LT 12 CON 3 MCKIM; N1/2 LT 12 CON 2 MCKIM EXCEPT PL M1051 (SRO), PL M1052 (SRO), PL M1053 (SRO), PT 37, 53R6639 (SRO), PT 1 TO 46, 53R5927, PT 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 30, 31, 32, 34, 35, 36, 51, 52, 53 53R6639 & LYING N PT 51, 53R6639 & PT 36, 53R5927; LT 12 CON 4 MCKIM EXCEPT MM484 (SRO); S/T MM1384, MM1407, MM1434, MM640, S45314, S48617, S62072, S67437, S71319, EASEMENT S48617 RELEASED AS TO PTS 11, 12 & 13 53R20299 AS IN SD287051 SUBJECT TO AN EASEMENT IN GROSS OVER PT 9 53R20299 AS IN SD287049 CITY OF GREATER SUDBURY	15	x	1954.0	2.931		NEW	5	x	2779.6	1.389	e) Hydro MM640; MM1407; MM1434; S45314; S48617; S62072; S67437; SD287049 e) Union MM1384 e) The Corporation of the City of Sudbury S71319
S76	73600-0002(LT)	[REDACTED]	PCL 3568 SEC SES SRO; PT LT 11 CON 4 MCKIM AS IN LT15448; S/T LT15448 SUBJECT TO AN EASEMENT IN GROSS OVER PT 7 53R20299 AS IN SD287049 CITY OF GREATER SUDBURY	15	x	56.8	0.085		NEW					e) Hydro One SD287049
S77	73600-0267(LT)	[REDACTED]	PCL 22 SEC SES; LT 9 CON 4 MCKIM; LT 10 CON 4 MCKIM; LT 11 CON 4 MCKIM EXCEPT NT1879, SRO LT15447, SRO LT15448, SRO PT 1 TO 7, 53R5660, SRO PT 1, 2, 53R5661, SRO PT 5 TO 17, 53R5818, LYING W OF THE ELY LIMIT OF ELM ST & LASALLE EXTENSION, S/T LT11801, LT147574, LT154547, LT165019, LT284256, LT342022, LT380229, LT573051, LT906548, LT947981; S/T EASEMENT IN GROSS OVER SRO PT 1 53R17854 AS IN SD44084; S/T EASEMENT IN GROSS OVER SRO PTS 3 & 4 53R17953 AS IN SD44085; LT147574 RELEASED AS TO PT 1 53R16814 & PT 1 5317953 SUBJECT TO AN EASEMENT IN GROSS OVER PTS 1 & 2 53R20299 AS IN SD287049 CITY OF GREATER SUDBURY	15	x	825.6	1.238		NEW	irr	x	838.5	1.184	e) Vale LT11801; e) Union LT147574; LT573051; LT906548; LT947981; SD44084; SD44085; SD48524; e) Hydro LT154547; LT165019; LT284256; LT342022; LT380229; SD287049 l) Rogers Communication Inc. SD273097

AZILDA TAKE-OFF

File #	PIN	NAME & ADDRESS	PROPERTY DESCRIPTION	PERMANENT EASEMENT Dimensions (Metres) Area			TEMPORARY EASEMENT Dimensions (Metres) Area			MORTGAGE, LIEN/LEASE &/OR ENCUMBRANCES
				W	x	L Hectares	W	x	L Hectares	
STATION EXPANSION RIGHTS										
S1	02179-0002(LT)	[REDACTED]	PCLS 19, 22, 16280A SEC SES, PT LTS 6-8 CON 5 MCKIM, PT LTS 8 & 9 CON 4 MCKIM, LYING N OF CPR CARTIER LINE, E OF LASALLE BLVD, W OF FROOD ROAD, EXCEPT SRO PTS 1 & 2 SR3582 "DESCRIPTION IN 15311 MAY NOT BE ACCEPTABLE IN FUTURE RE: A REFERENCE PLAN MAY BE REQUIRED IN FUTURE." SUBJECT TO 147574, 154547, 165019, 284256, 342022 CITY OF SUDBURY SUBJECT TO AN EASEMENT IN GROSS OVER PART 1, 53R20651 AS	30.0	x	40.0	0.120			e) Union LT147574, SD316381 e) Hydro LT154547; LT165019; LT284256; LT342022
S63	73562-0067(LT) Coniston Station	[REDACTED]	PT LT 1, CON 5 NEELON; PT LT 2 CON 5 NEELON AS IN NP1158, EP4491, EP4492 EXCEPTING PTS 1 TO 17 AND 45 TO 47 SR2209 AND PTS 1 TO 14 53R15579 AND PTS 1,4 & 5 53R19585; S/T LT168053 PARTIALLY RELEASED BY LT757990; SUBJECT TO AN EASEMENT AS IN LT630438 SUBJECT TO AN EASEMENT AS IN LT146494 SUBJECT TO AN EASEMENT AS IN LT147574 SUBJECT TO AN EASEMENT AS IN LT154139 SUBJECT TO AN EASEMENT AS IN LT168053 SUBJECT TO AN EASEMENT AS IN LT398123 SUBJECT TO AN EASEMENT AS IN LT630438 SUBJECT TO AN EASEMENT AS IN LT754456 SUBJECT TO AN EASEMENT IN GROSS OVER PTS 1 & 2 53R19103 AS IN	20	x	61.0	0.122			e) Hydro LT146494, LT154139 e) Union Gas LT147574, LT168053, LT323077, LT398123, LT630438, LT754456, SD67419 m) National Bank of Canada
S65	73372-0206(LT) Waldon TBS	[REDACTED]	PT LT 2 CON 6 WATERS AS IN LT62467, PT 1-5 53R8774, LT846690 EXCEPT LT122, SRO AS IN LT159859, SRO PT 1, 2 & 3 53R5293, SRO PT 1 SR2533, SRO PT 1 SR3310, SRO PT 1 53R5718, SRO PT 1 53R5708, SRO PT 1 & 2 SR3235, SRO PT 1 53R6191, SRO PT 7 53R3235, SRO PT 1 53R7681, SRO PT 153R8213, SRO PT 5 53R8981, SRO PT 3, 4 53R8981, SRO PT 2 53R8928, SROPT 1, 2 53R8769, SRO PT 1 53R12075, SRO PT 1 53R15922, SRO PT 1 53R16214, SRO PT 5 53R17434 & SRO PT 1 53R18803; ALSO EXCEPTING THE RIGHT-OF-WAY OF THE CANADIAN RAILWAY COMPANY PASSING THROUGH LT & THE RIGHT OF WAY OF THE SUDBURY COLONIZATION RR. S/T LT14563, LT153017	irr	x	70.7	0.197			e) Union LT147578; LT233673; LT405167
S77	73600-0267(LT) Azilda Take-off	[REDACTED]	PCL 22 SEC SES; LT 9 CON 4 MCKIM; LT 10 CON 4 MCKIM; LT 11 CON 4 MCKIM EXCEPT NT1879, SRO LT15447, SRO LT15448, SRO PT 1 TO 7, 53R5660, SRO PT 1, 2, 53R5661, SRO PT 5 TO 17, 53R5818, LYING W OF THE ELY LIMIT OF ELM ST & LASALLE EXTENSION, S/T LT11801, LT147574, LT154547, LT165019, LT284256, LT342022, LT380229, LT573051, LT906548, LT947981; S/T EASEMENT IN GROSS OVER SRO PT 1 53R17854 AS IN SD44084; S/T EASEMENT IN GROSS OVER SRO PTS 3 & 4 53R17953 AS IN SD44085; LT147574 RELEASED AS TO PT 1 53R16814 & PT 1 5317953 SUBJECT TO AN EASEMENT IN GROSS OVER PTS 1 & 2 53R20299 AS IN SD287049 CITY OF GREATER SUDBURY	50	x	50.0	0.250			e) Vale LT11801; e) Union LT147574; LT573051; LT906548; LT947981; SD44084; SD44085; SD48524; e) Hydro LT154547; LT165019; LT284256; LT342022; LT380229; SD287049 l) Rogers Communication Inc. SD273097



PIPELINE EASEMENT

(the "Easement")

Between

(hereinafter called the "Transferor")

and

UNION GAS LIMITED

(hereinafter called the "Transferee")

This easement is an Easement in Gross

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

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

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

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

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

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

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

the Transferor at:

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

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

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

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

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

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

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

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

DATED this day of Choose an item. 20

Signature (Transferor)

Insert name here

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

Choose an item.

Enter Text here

Address (Transferor)

Signature (Transferor)

Insert name here

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

Choose an item.

Enter Text here

Address (Transferor)

UNION GAS LIMITED

Signature (Transferee)

Insert name here, Choose an item.

Name & Title (Union Gas Limited)

I have authority to bind the Corporation.

Telephone Number (Union Gas Limited)

Additional Information: (if applicable):

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

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

Municipality of Chatham-Kent

Province of Ontario

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

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

DO SOLEMNLY DECLARE THAT

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

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

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

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

A Commissioner, etc.

Union Gas Limited Pipeline Project Sudbury Lateral Pipeline Replacement Project – Summary for Ministry of Energy

The following information is provided to assist the Ministry of Energy in providing an Aboriginal consultation list for the above-noted project.

Project Overview

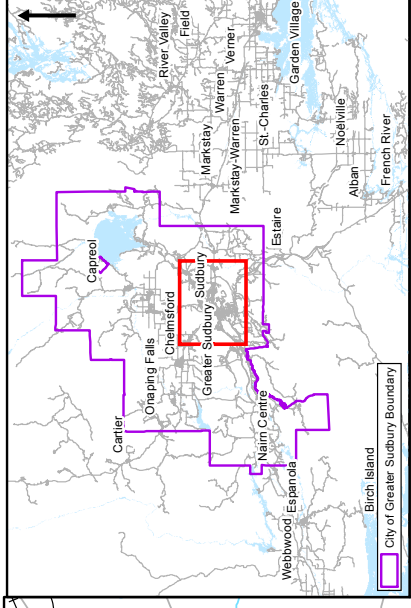
Union Gas Limited (“Union Gas”) is proposing to replace portions of the Sudbury Lateral Pipeline System, to ensure the continued reliable delivery of natural gas. The project would involve removing the existing 10 inch pipeline section and replacing it with a new 12 inch diameter pipeline. The proposed project will occur in two sections, the first between the existing Union Gas Coniston and Froot Road Stations, and the second section between the Union Gas Azilda and Walden Stations, all in the Greater Sudbury area. The location of the project is shown in **Figure 1**.

The following co-ordinates define the start points and end points of the project sections:

	X	Y
Coniston Station to Froot Road Station	512412.4958	5150951.8026
	499542.8108	5150987.7359
Azilda Station to Walden Station	496473.5856	5150025.9045
	492647.0473	5143996.6699

Filing and In Service Dates

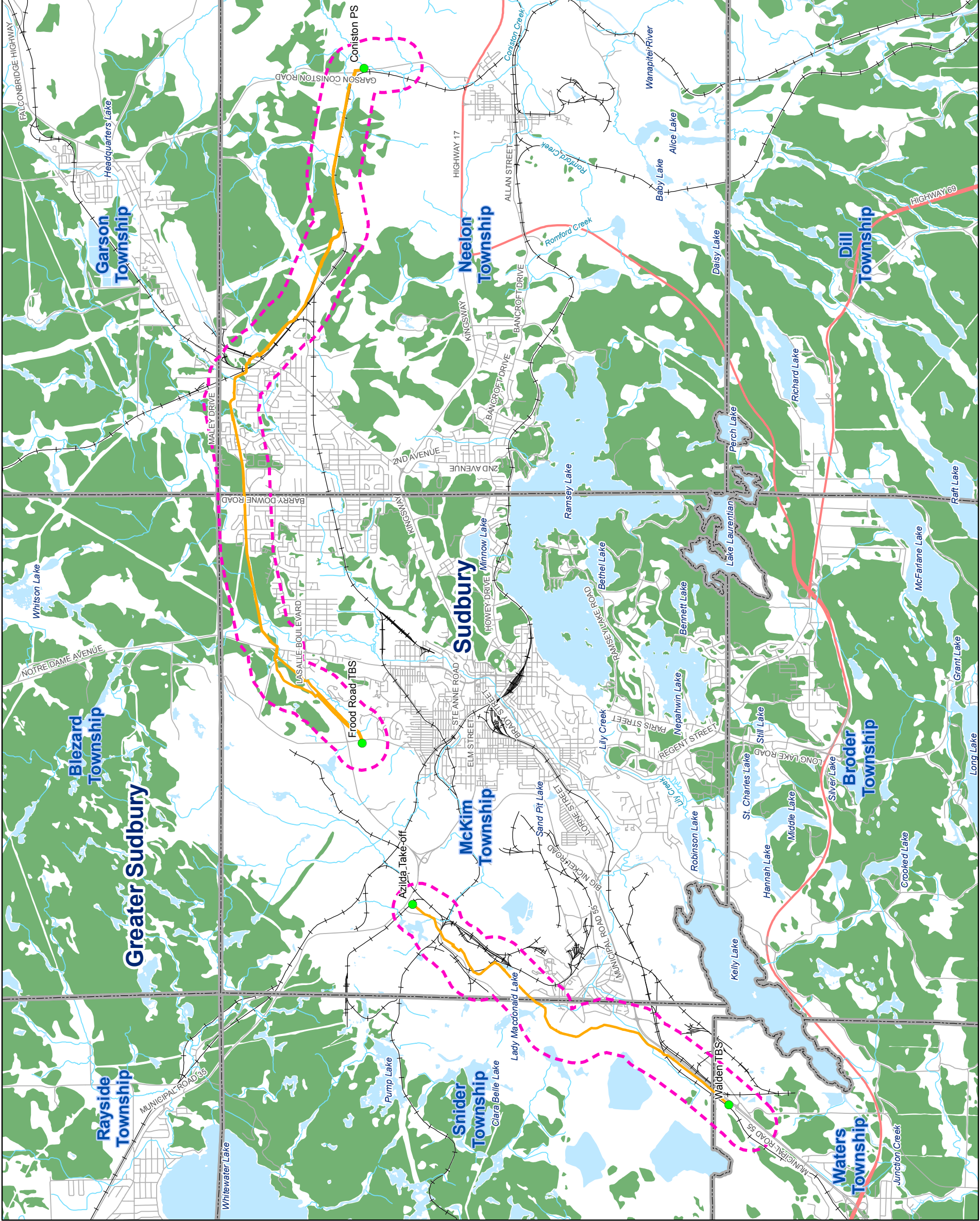
The project is proposed to be filed with the Ontario Energy Board in the winter/spring of 2017 and in service November 2018.



Legend

- Union Gas Stations
- Existing Natural Gas Pipeline
- Road
- Highway
- Railway
- Watercourse
- 500m Investigation Area
- Wooded Area
- Waterbody
- Township Boundary

Kilometers



Union Gas Subdry Lateral Pipeline Replacement Project

Project Study Area

August 2016	1:70,000	Datum: NAD 83 Zone 17 Source: Bing, LIO, Union Gas	
P#: 60512636	V#:	Figure 1	

AECOM

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Map location: C:\Users\MinistryA\OneDrive\Temp\GIS\60512636 - Union Gas Subdry\Design\03_Working\Project Study Area - 20160802.mxd
 Date saved: 6/22/16 9:40:44 AM

Ministry of Energy

77 Grenville Street
6th Floor
Toronto ON M7A 2C1

Tel: (416) 314-2599

Ministère de l'Énergie

77 rue Grenville
6^e étage
Toronto ON M7A 2C1

Tél: (416) 314-2599



Indigenous Energy Policy

September 29, 2016

Wendy Landry
Manager First Nations, Métis and Municipal Affairs
Union Gas Limited
1211 Amber Drive
Thunder Bay ON P7B 6M4

Re: Sudbury Lateral Replacement Project

Dear Ms. Landry:

Thank you for your email dated August 4, 2016, notifying the Ministry of Energy of Union Gas Ltd.'s intention to apply for Leave to Construct for the Sudbury Lateral Replacement Project, and your subsequent August 23, 2016 email with additional project details.

I understand that the planned project includes replacing portions of the Sudbury lateral pipeline system. The project involves removing the existing 10inch pipeline and replacing it with a new 12inch diameter pipeline. The proposed project will occur in two sections, the first between the existing Union Gas Coniston and Froid Road Station, and the second between the Union Gas Azilda and Walden Stations, all in the greater Sudbury area.

Based on the limited information provided to date, the Ministry is unable to make a definitive assessment as to whether or not the duty to consult is triggered and accordingly, using a precautionary approach, we request that Union Gas Ltd. notify and consult the following Indigenous communities:

Community	Mailing Address
Atikameksheng Anishnawbek First Nation	25 Reserve Road Naughton ON P0M 2M0
Wahnapiatae First Nation	259 Taighwenini Trail Road Capreol ON P0M 1H0

Sudbury Métis Council*	260 Alder Street Greater Sudbury ON P3L 5P4
North Channel Métis Council*	PO Box 2020 Blind River ON P0R 1B0

Note: *With respect to consultation correspondence with Métis Nation of Ontario affiliated Métis communities, it is standard practice to copy the Métis Nation Consultation Unit at the MNO Head Office, 500 Old St. Patrick Street, Ottawa ON K1N 9G4.

This preliminary assessment should be revisited when additional project details are available. Please follow up with the Ministry of Energy accordingly. Please also share with the Ministry any new information a community provides Union Gas Ltd. that suggests potential adverse impacts of the project on its Aboriginal or treaty rights.

Please contact Michelle Schlag, Senior Advisor at 416-327-7158 or michelle.schlag@ontario.ca with any further questions or if you wish to discuss the matter in more detail.

Sincerely,



Amy Gibson
Manager
Indigenous Energy Policy

2018 Sudbury Replacement Project

Indigenous Consultation Report

Prepared By: Union Gas Limited

April 2017

INDIGENOUS CONSULTATION REPORT 2018 SUDBURY REPLACEMENT

Introduction

This report will document Union Gas Limited (“Union”) consultation efforts with Indigenous communities to meet the requirements of the OEB’s Environmental Guidelines in relation to Indigenous Consultation.

Project Description

Union is proposing to replace portions of the Sudbury Lateral Pipeline System, to ensure the continued reliable delivery of natural gas. The project would involve removing the existing NPS 10 pipeline and replacing it with a new NPS 12 pipeline. The Proposed Project will occur in two sections, the first between the existing Union’s Coniston and Frood Road Stations, and the second section between the Union’s Azilda and Walden Stations, all in the City of Greater Sudbury.

The general location of the Proposed Project is shown at Schedule 1.

Project Map

A detailed map showing the Proposed Project can be found at Schedule 2.

Indigenous Consultation

Union has a long standing practice of consulting with Indigenous Communities and has programs in place whereby Union works with them to ensure they are aware of Union’s Projects and have the opportunity to participate in both the planning and construction phases of the Proposed Facilities.

The following describes the process and role for Union to engage with the Ministry of Energy on consultation with Indigenous communities:

- 1) Union shall contact the Ministry of Energy early in the project planning process, as soon as the need, terminal points, project characteristics and the general location are determined and provide a description of the project's characteristics and location to the Ministry;
- 2) The Ministry of Energy will determine whether there may be a duty to consult. If so, it will identify any Indigenous communities whose rights are potentially affected by the Proposed Project, assess the extent of necessary consultation. The Ministry of Energy will provide a list of affected communities to the applicant within 25 business days of the day it was informed about the Project by the applicant;
- 3) Depending on the Crown's assessment of the Proposed Facilities, the Ministry of Energy will expressly delegate procedural aspects of consultation to the applicant by way of an agreement or memorandum of understanding executed by the applicant and the Ministry of Energy, or by way of a letter, or otherwise;
- 4) The delegation will include the list of Indigenous communities potentially affected by the Proposed Facilities, direction on the respective roles and responsibilities of the

applicant and Crown, and the requirements the applicant must satisfy in order to assist in addressing the Crown's duty.

Attached at Schedule 3 is a letter from Union to the Ministry of Energy, providing the Ministry of Energy with a project description and requesting the Ministry of Energy identify any Indigenous communities who may be potentially affected by the Proposed Project.

Attached at Schedule 4 is a letter from the Ministry of Energy to Union identifying which Indigenous communities will be potentially impacted by the Proposed Facilities. Union received direction from the Ministry of Energy on September 29, 2016. In this direction, the Ministry of Energy advised Union to Consult with the following First Nations:

- 1) Atikameksheng Anishinawbek First Nation (Whitefish)
- 2) Wahnapiatae First Nation
- 3) Sudbury Metis Council
- 4) North Channel Metis Council

First Nations Contacted

The following Indigenous Communities were notified by email regarding the Proposed Pipeline as required by Ministry of Energy.

Robert Paishegwon Chief Steven Miller	Atikameksheng Anishnawbek FN
--	------------------------------

Chief Ted Roque Stefanie Recollect Environmental Coordinator	Wahnapitaie First Nation
President Richard Sarazin	Sudbury Metis Council
James Wagar	North Channel Metis Council and the Metis Nation of Ontario

Union notified the First Nations identified by the Ministry of Energy that will be affected by the Project. Union conducts consultation with the Indigenous communities that requests further information to fulfill their requirements. This will take place with face to face meetings involving various subject matter experts from Union. The First Nations that do not respond to the first invitation Union follows up with a second correspondence to confirm if further information or consultation is required.

A summary of Union's consultation activities can be found in the table below.

Consultation Log

Date	Nation	Deliverable	Concerns	Outcome
January 28/16	Atikameksheng Anishinabek FN	Email notification of project	No concerns identified	No response Sept 2016
January 28, 2016	Wahnapitaie FN	Email notification of project	No concerns identified	No response as of sept 2016
January 28, 2016	Sudbury Metis Council	Email notification of project	No concerns identified	Meeting was arranged to meet in summer
January 28, 2016	Metis Nation of Ont, LRC branch	Email notification of	No concerns identified	Emails to arrange meeting dates

		project		
September 14.16	Atikameksheng Anishinabek FN	Follow up email to enquire about further consultation	No concerns identified	No response
Sept 14/16	Wahnapitaie FN	Follow up email to enquire about further consultation	No concerns identified	No response
September 14.16	MNO Region 5 Coordinator	Follow up email to enquire about further consultation	No concerns identified	Meeting dates discussed
November 11/16	Atikameksheng	Letter email to meet	Confirmed the meeting with community	Meeting date of Nov 30/16 set
Novmeber 11/16	MNO	Email to meet	Confirmed for Dec 1 /16	Meeting date set Dec. 1/16
November 30/17	Atikameksheng	Meeting in person at community	Project presented no concerns only suggestion of open house	Agreed to open house and continue with Robert to arrange
December 1/16	Sudbury Metis council office with all of Region 5 MNO	Meeting in person to present the scope of the project	No concerns identified	Follow up discussion in Toronto in Feb. at energy forum
December 01/16	Wahnapitaie FN	Follow up email to enquire about further consultation	Requested shape files to compare	Shape files set and a follow up discussion planned
Dec. 19.16	Wahnapitaie	Conference call	Discuss shape files and project, Rob Marson, Stefanie Reoclect	Clarification given, follow up planned
Dec 23/16	Aikameksheng FN	Email request of maps	Maps sent	Acknowledged and follow up planned
Feb 22/17	MNO	Email to clarify the region and North Channel Metis	Letter received	No further action on this

Feb. 15 and 22 /17	Atikameksheng	Email to discuss open house plans	Planning	Agreed to open house and continue with Robert to arrange
March 14/17	Email Wahnapitaie FN	Discuss monitoring	No concerns identified	Email follow up to arrange
March 27/ 17	Wahnapitaie FN	Follow up email to enquire about further consultation	Requested Community would like an info session	Planning for information session in May
March 27/17	Atikameksheng FN	Email	Planning of open house and confirmed time and date	Open house set for May 10- 4-7 pm
March 27/17	MNO	Email setting out an offer	Some future dates set and capacity requested	Acknowledged and follow up planned
March 30/17	Atikameksheng	Email to confirm Open house	No concerns	Follow up to planning

Copies of significant correspondence between Union and the Indigenous community can be found at Schedule 5.

As part of Union's ongoing relationship with the identified Indigenous communities, Union will follow up with further correspondence or by phone to ensure that any issue or concerns are addressed and not overlooked. Correspondence in various forms (face to face meetings, email, letter, phone etc.) will continue until Union has satisfied any outstanding issues or concerns.

Future Activities

After Union has filed its OEB Application it will continue to meet and consult with the identified Indigenous Communities, and add it into the Indigenous Consultation Report.

The Indigenous Consultation Report will be updated on a regular basis to reflect Union's ongoing consultation.

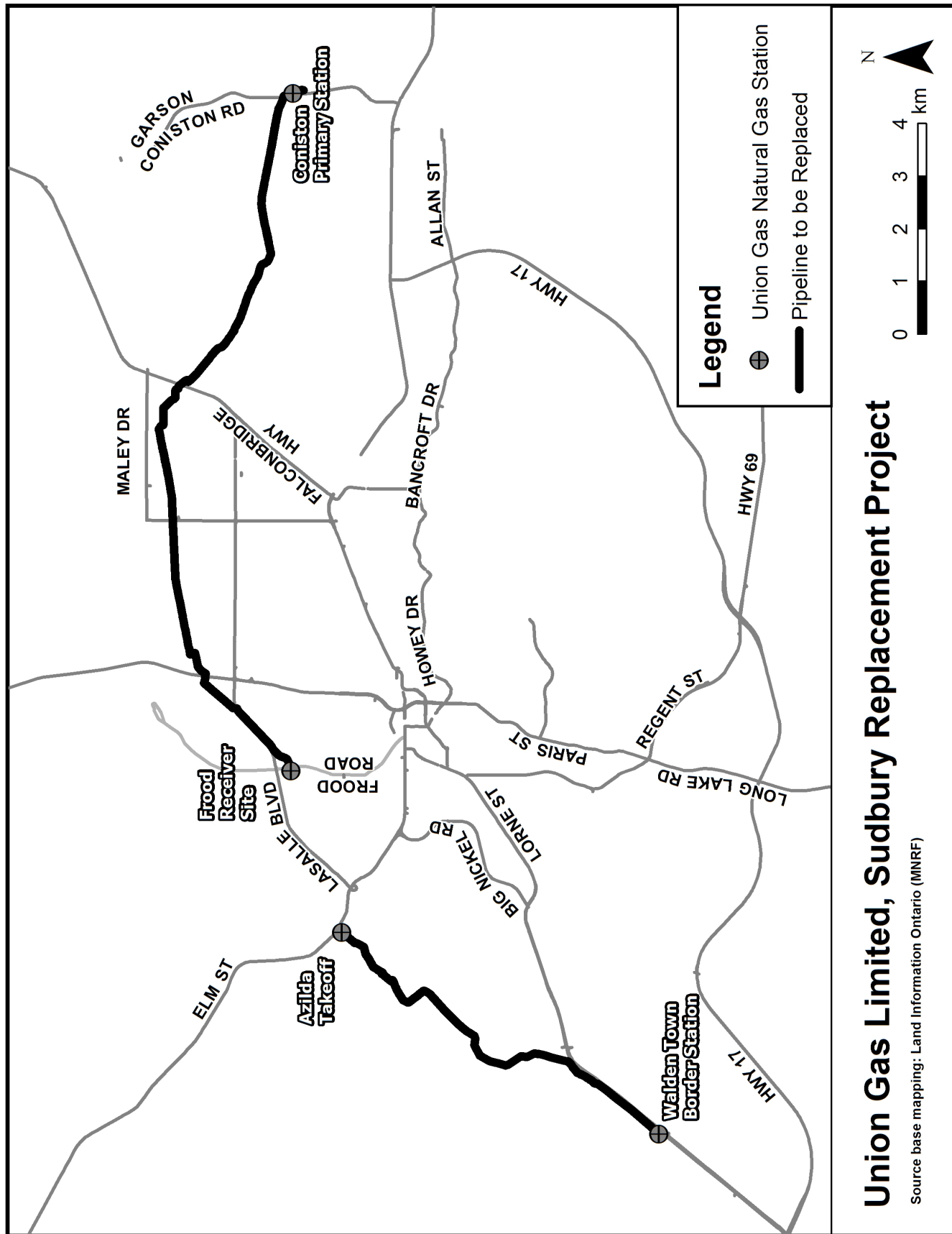
When Union completes the necessary archaeological assessments for the Project Union will consult with and provide the result of the surveys to the communities, upon their request.

Union will correspond with the communities to confirm if they want to participate with monitors in the Archeological and Environmental surveys that are required.

Due to the long standing consultation practice that Union has with the Indigenous communities Union does not anticipate any issues to be brought forward at this time.

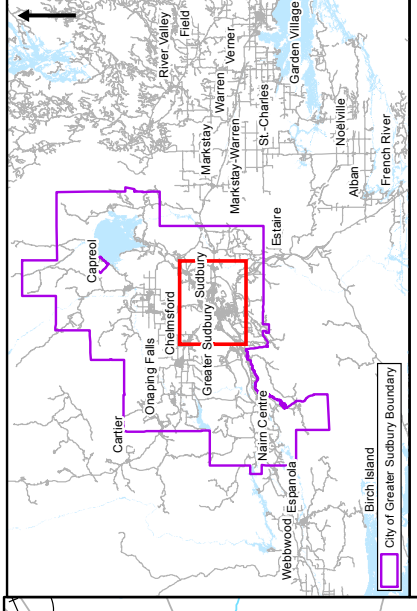
Summary

As a result of our ongoing relationship and correspondence to date Union does not anticipate any concerns or issues with this project. Union will continue engagement with all the affected communities that have been identified throughout the duration of this project to address any concerns that may arise going forward.



Union Gas Limited, Sudbury Replacement Project

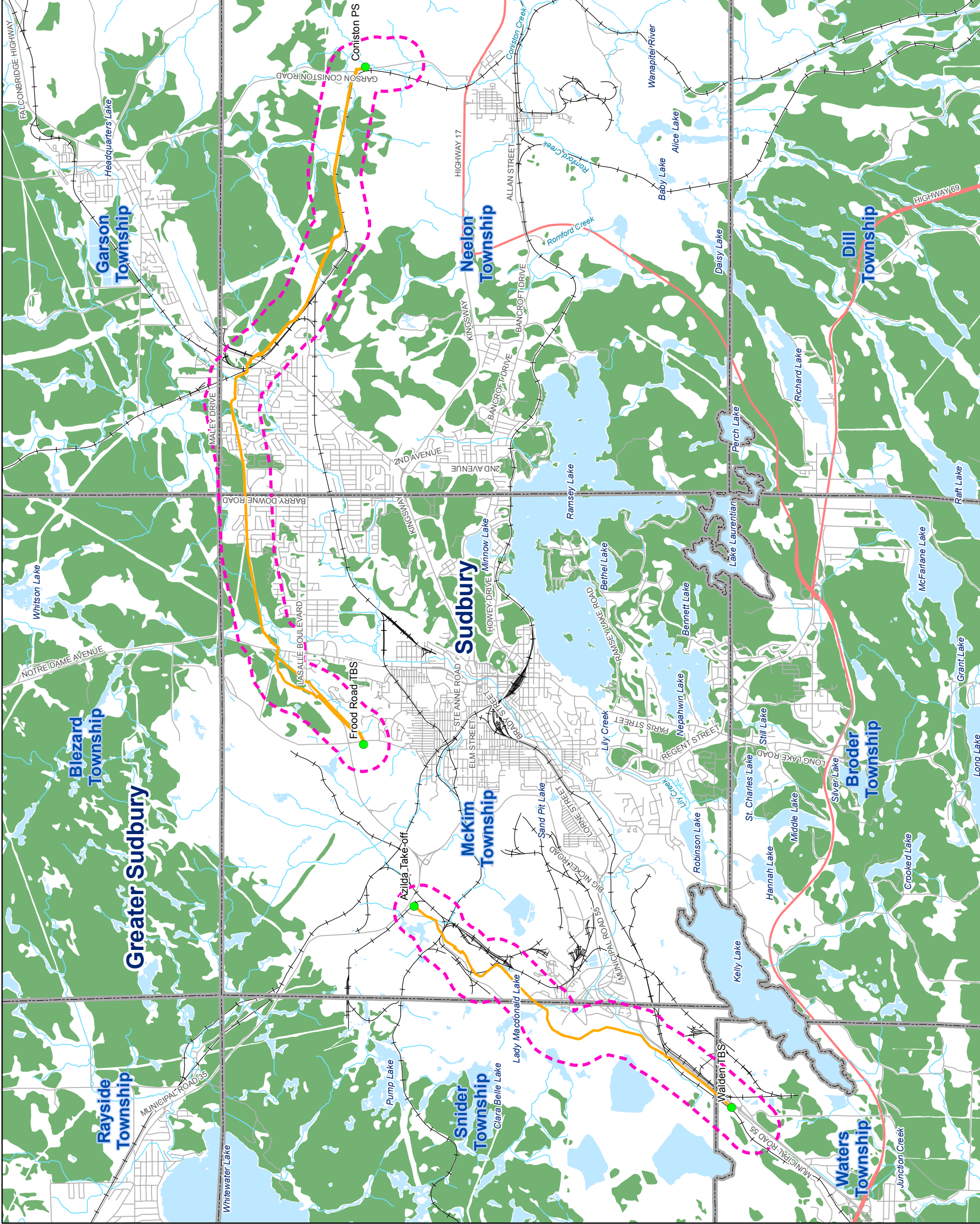
Source base mapping: Land Information Ontario (MINRF)



Legend

- Union Gas Stations
- Existing Natural Gas Pipeline
- Road
- Highway
- Railway
- Watercourse
- 500m Investigation Area
- Wooded Area
- Waterbody
- Township Boundary

Kilometers



Union Gas Sudbury Lateral Pipeline Replacement Project

Project Study Area

August 2016	1:70,000	Datum: NAD 83 Zone 17 Source: Bing, LIO, Union Gas	Figure 1
P#: 60512636	V#:		

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Union Gas Limited Pipeline Project Sudbury Lateral Pipeline Replacement Project – Summary for Ministry of Energy

The following information is provided to assist the Ministry of Energy in providing an Aboriginal consultation list for the above-noted project.

Project Overview

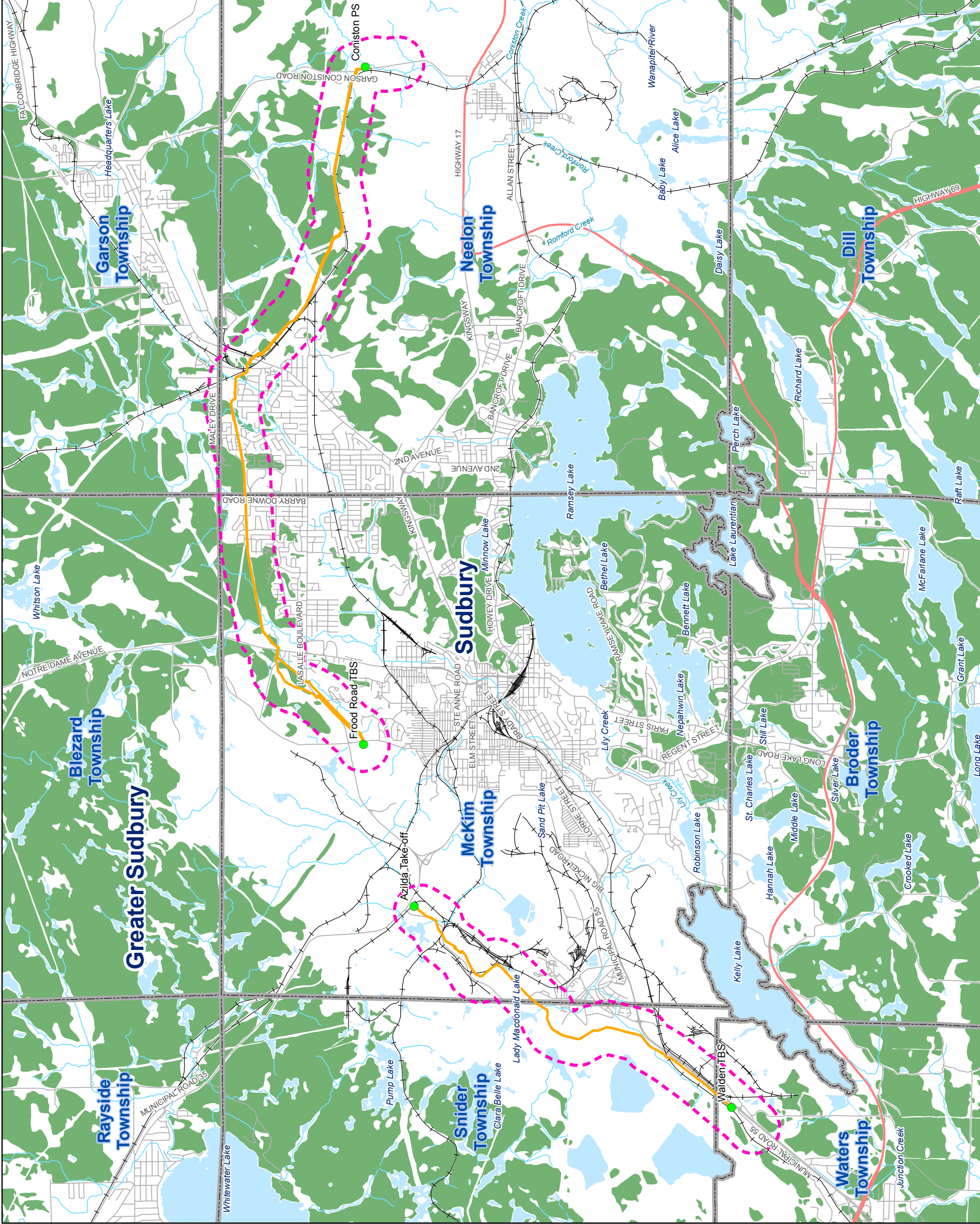
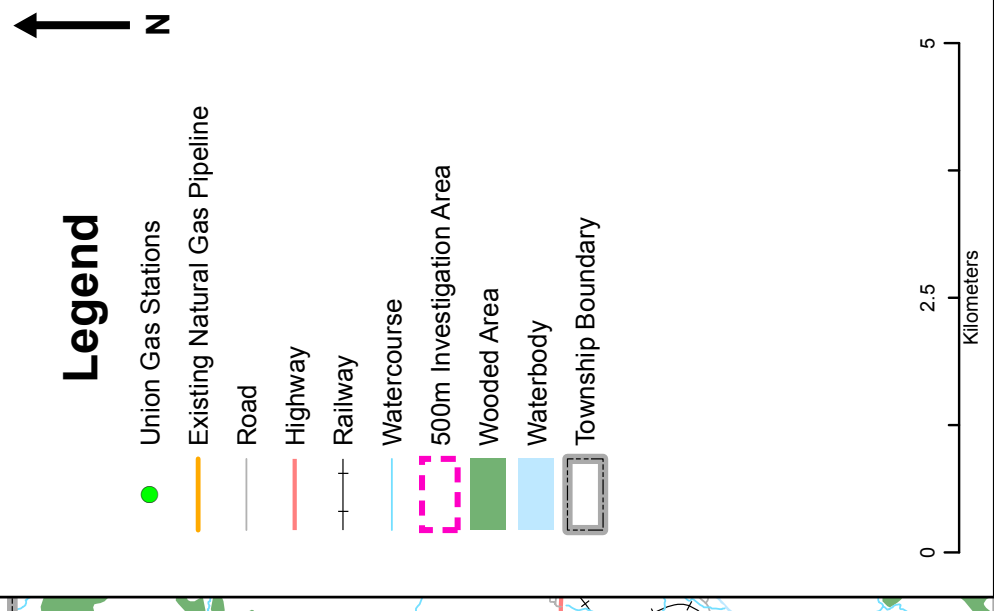
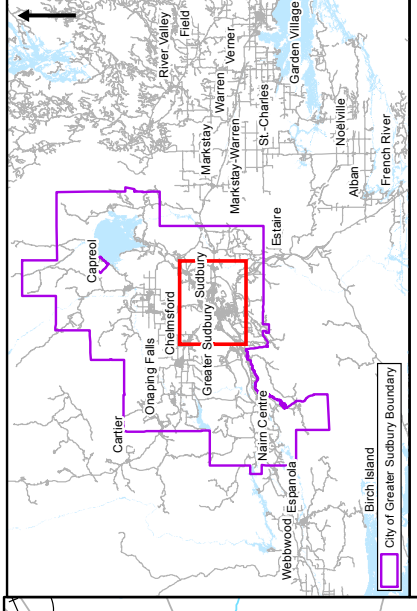
Union Gas Limited (“Union Gas”) is proposing to replace portions of the Sudbury Lateral Pipeline System, to ensure the continued reliable delivery of natural gas. The project would involve removing the existing 10 inch pipeline section and replacing it with a new 12 inch diameter pipeline. The proposed project will occur in two sections, the first between the existing Union Gas Coniston and Froot Road Stations, and the second section between the Union Gas Azilda and Walden Stations, all in the Greater Sudbury area. The location of the project is shown in **Figure 1**.

The following co-ordinates define the start points and end points of the project sections:

	X	Y
Coniston Station to Froot Road Station	512412.4958	5150951.8026
	499542.8108	5150987.7359
Azilda Station to Walden Station	496473.5856	5150025.9045
	492647.0473	5143996.6699

Filing and In Service Dates

The project is proposed to be filed with the Ontario Energy Board in the winter/spring of 2017 and in service November 2018.



Union Gas Sudbury Lateral Pipeline Replacement Project	
Project Study Area	
August 2016	1:70,000
P#: 60512636	V#:
AECOM	
Figure 1	
<small>Datum: NAD 83 Zone 17 Source: Bing, LIO, Union Gas</small>	

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Ministry of Energy

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Ministère de l'Énergie

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Tél: (416) 314-2599



Indigenous Energy Policy

September 29, 2016

Wendy Landry
Manager First Nations, Métis and Municipal Affairs
Union Gas Limited
1211 Amber Drive
Thunder Bay ON P7B 6M4

Re: Sudbury Lateral Replacement Project

Dear Ms. Landry:

Thank you for your email dated August 4, 2016, notifying the Ministry of Energy of Union Gas Ltd.'s intention to apply for Leave to Construct for the Sudbury Lateral Replacement Project, and your subsequent August 23, 2016 email with additional project details.

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Based on the limited information provided to date, the Ministry is unable to make a definitive assessment as to whether or not the duty to consult is triggered and accordingly, using a precautionary approach, we request that Union Gas Ltd. notify and consult the following Indigenous communities:

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Sudbury Métis Council*	260 Alder Street Greater Sudbury ON P3L 5P4
North Channel Métis Council*	PO Box 2020 Blind River ON P0R 1B0

Note: *With respect to consultation correspondence with Métis Nation of Ontario affiliated Métis communities, it is standard practice to copy the Métis Nation Consultation Unit at the MNO Head Office, 500 Old St. Patrick Street, Ottawa ON K1N 9G4.

This preliminary assessment should be revisited when additional project details are available. Please follow up with the Ministry of Energy accordingly. Please also share with the Ministry any new information a community provides Union Gas Ltd. that suggests potential adverse impacts of the project on its Aboriginal or treaty rights.

Please contact Michelle Schlag, Senior Advisor at 416-327-7158 or michelle.schlag@ontario.ca with any further questions or if you wish to discuss the matter in more detail.

Sincerely,



Amy Gibson
Manager
Indigenous Energy Policy

From: Robert Paishegwon
Sent: March-02-17 4:16 PM
To: Landry, Wendy
Cc: Christian Naponse
Subject: RE: Sudbury Project

Hi Wendy,

A date in may will work great! I will work on coming up with some potential dates within the next week or so.

All the best,

Thank you,

Robert

From: Landry, Wendy
Sent: February 21, 2017 2:22 PM
To: Robert Paishegwon
Cc: Christian Naponse
Subject: RE: Sudbury Project

Hi Robert,

Thanks for the email, we can do an open house, I would be in attendance as well as some of the project team to answer any questions.

Can we plan to have something in early May? I am having foot surgery and won't be very mobile for most of march and April but working from my desk. Let me know what kind of dates would work for May.

Miigwech, Merci, Thank You

Wendy Landry

Manager Indigenous and Municipal Affairs

Union Gas

1211 Amber Dr.

Thunder Bay, Ont

P7B 6M4

toll free 1-877-818-8212 ex 5168868

office 807-684-8868

Cell 807-631-6882

wlandry@uniongas.com



From: Robert Paishegwon
Sent: February-15-17 3:39 PM
To: Landry, Wendy
Cc: Christian Naponse
Subject: RE: Sudbury Project

Hi Wendy,

Thank you for the follow up. I was thinking that it would be a good idea to have an open house type of information session for community members to express their concerns, if any, to union gas representatives. I know we had mentioned that it might be a good idea to have it at the winter carnival but I'm not sure if that would be the be the appropriate venue for this type of information to be presented. I can post information in the weekly flyer for a couple weeks prior to the open house so that community members are aware of the project and have enough of a notice before the open house. Would union gas representative be able to attend the open house?

Thank you,

Robert Paishegwon.

From: Landry, Wendy
Sent: February 10, 2017 10:10 AM
To: Robert Paishegwon
Subject: Sudbury Project

Hi Robert

Hope all is well with you, it is crazy that it is February all ready. I am following up to ask if you need any more information from me to determine if there is a desire by the community to participate in the Sudbury project. Just a refresher it is a replacement project of existing pipe, as to maintain its integrity, and as well a portion is on the Vale property to increase the size to meet the demands of the mine.

Let me know if you require more information.

I plan to travel to the area in April, (I am having some surgery March 7 and will be off for the month of march) but available by email and phone.

Look forward to chatting.

Miigwech, Thank You

Wendy Landry



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From: Robert Paishegwon
Sent: March-30-17 9:59 AM
To: Landry, Wendy
Subject: RE: open house

Hi Wendy,

Sorry for the late reply, I was in training from Monday to Wednesday. Monday May 10th works.

The community centre appears to be free. I will put out a request for catering.

All the best,

Robert Paishegwon.

From: Landry, Wendy
Sent: March 27, 2017 12:42 PM
To: Robert Paishegwon
Subject: open house

Hi Robert,

I wanted to confirm if we are good to go on the open house in the community on May10? From 4-7. Do we have the community center and a local to prepare some food? Please advise, any help you need from me.

Miigwech, Merci, Thank You

Wendy Landry
Manager, Indigenous and Municipal Affairs

—

From: James Wagar
Sent: March-27-17 5:00 PM
To: Landry, Wendy
Cc: DanBoulard; Steven Sarrazin
Subject: Metis Nation of Ontario - Union Gas Sudbury Lateral Pipeline Replacement Project

Good afternoon Wendy,

Thank you for meeting with the Metis Nation of Ontario – Lake Nipissing/Mattawa Traditional Territory Consultation Committee (the “Regional Consultation Committee”) on 1 December 2016 to discuss the Union Gas proposed Sudbury Lateral Pipeline Replacement Project.

The Regional Consultation Committee have discussed the project and how it would like to proceed in addressing its concerns.

Based on the positive relationship and the open dialogue that the Regional Consultation Committee share with you and with Union Gas, through consensus the Regional Consultation Committee would like to respectfully request compensation from Union Gas for the proposed Sudbury Lateral Pipeline Replacement Project in the form of a Community Capacity Payment (equally divided up amongst the three MNO Lake Nipissing/Mattawa Traditional Territory Metis Councils) as well as additional funding to hold two additional meetings with one of those meetings being a site tour of the project during its construction phase. The total ask is as follows:

The Regional Consultation Committee considers this ask to be very reasonable and a suitable alternative to undertaking a costly process where consultants and legal counsel are retained. Should Union Gas approve the Regional Consultation Committee’s compensation request, the Regional Consultation Committee will be happy to sign a formal letter to Union Gas and the appropriate regulator indicating that the MNO’s concerns in relation to the Sudbury Lateral Replacement Project have been effectively addressed.

Please note that the Regional Consultation Committee have agreed to propose this way forward with Union Gas concerning the Sudbury Lateral Pipeline Replacement Project based on the understanding that that for any future monetary requests from the MNO Lake Nipissing/Mattawa Traditional Territory Metis Councils to Union Gas for various cultural events would still be welcomed by Union Gas and would not be tied to this specific project and/or this specific ask for compensation in relation to this project.

James Wagar
Manager of Natural Resources and Consultation
Métis Nation of Ontario

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Please consider the environment before printing this e-mail.

From: James Wagar
Sent: November-01-16 12:00 PM
To: Landry, Wendy
Cc: Steven Sarrazin
Subject: RE: Sudbury Replacement

Wendy,

The Regional Consultation Committee has advised the LRC Branch that they would like to plan to meet with you on 1 December 2016. We are waiting for confirmation from one more committee member but am fairly sure that this date will work. For the time being, please pencil in the 1st of December as your meeting date with the MNO for the Sudbury Replacement project. Is there a particular time of day that you would like to hold this meeting (preferably after noon to give time for travel)? I anticipate that the committee would like to hold the meeting at the Sudbury Metis Council office.

James Wagar
Manager of Natural Resources and Consultation
Métis Nation of Ontario

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Please consider the environment before printing this e-mail.

From: Landry, Wendy
Sent: October-31-16 9:36 AM
To: James Wagar
Subject: Sudbury Replacement

Hi James,

In Sept, you should have received a letter with notice of our Sudbury, upgrade replacement Project. I will be in Sudbury on Nov. 29- Dec. 1 and I am hoping to meet with the Regional Consultation team on one of those days to update on the proposed route, the project etc. Could you please advise as to what day the consultation team would be available to meet and we can organize.

Thanks

Miigwech, Merci, Thank You

Wendy Landry



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From: Stefanie Recollet
Sent: April-04-17 2:10 PM
To: Landry, Wendy
Subject: RE: Information session request

Good afternoon,

Wahnapiatae First Nation requests that Union Gas hold an information session for our community, one during the day and one in the evening to discuss the project. Our available dates are April 19, 20, 25th or May 30th, 31st. Please let us know which works best for you. If selecting one of the earlier dates please let us know as soon as possible as we need enough time to notify our community.

Miigwetch,

Stefanie Recollet
Environmental Coordinator
Wahnapiatae First Nation

 **Please consider Shkagamik-kwe (Mother Earth) before printing this email.**
Respect, Love, Honesty, Bravery, Humility, Wisdom and Truth.
Chi-Miigwetch

the Métis
Nation *of*
Ontario

SIGNED ON THE 10TH OF SEPTEMBER, 2008

CONSULTATION PROTOCOL

for

MATTAWA / LAKE NIPISSING
TRADITIONAL TERRITORY



the Métis Nation of Ontario

Consultation Protocol Mattawa/Lake Nipissing Traditional Territory

This Protocol is executed in triplicate this ___ day of ___, in the year 2008.

BETWEEN:

Metis Nation of Ontario
["MNO"]

AND:

The North Bay Métis Council
a Chartered Community Council of the Métis Nation of Ontario
["North Bay Métis Council"]

AND:

The Sudbury Métis Council
a Chartered Community Council of the Métis Nation of Ontario
["Sudbury Métis Council"]

WHEREAS the Metis people joined together long ago to form a new nation – the Métis Nation;

AND WHEREAS the Metis Nation continues today to be the embodiment of our past, our present and our hopes and aspirations for the future;

AND WHEREAS the Metis, as one of the constitutionally recognized Aboriginal peoples of Canada, have the inherent right of self-determination and self-government;

AND WHEREAS the citizens of the Métis Nation who live in Ontario, desiring to bind our people together to collectively promote a common cultural, social, political and economic well-being, have created the MNO to be their representative body;

AND WHEREAS the MNO, as the representative government of the Métis people and rights-bearing Métis communities in Ontario, negotiates and enters into Community Charter Agreements with Community Councils, which authorize democratically elected Community Councils to represent MNO citizens, within a defined geographic territory, pursuant to the roles and responsibilities set out in those Charter Agreements;

AND WHEREAS there are MNO citizens, who live in locations throughout Ontario, who are not currently represented by a MNO Chartered Community Council, but whose local and regional interests continue to be represented by the MNO's overall governance structure;

AND WHEREAS MNO Charter Agreements are negotiated and executed for internal governance purposes, and, do not define, constrain or limit the geographic scope of rights-bearing Métis communities in Ontario or the traditional territories of those communities;

AND WHEREAS the Crown has a duty to consult, and, where appropriate, accommodate rights-bearing Métis communities on planning, developments, projects and policies that have the potential to affect Métis rights, interests and way of life, flowing from the honour of the Crown and s. 35 of the *Constitution Act, 1982*;

AND WHEREAS there are projects and developments in the Mattawa/Lake Nipissing Métis traditional harvesting territory, which have the potential to affect the rights, interests and way of life of the rights-bearing Métis community;

AND WHEREAS the MNO, along with its Chartered Community Councils, want to work together to ensure that the Crown fulfills its duty to consult, and, where appropriate, accommodate the rights, interests and way of life of the rights-bearing Métis community;

NOW THEREFORE in consideration of the above, the Parties agree as follows:

1. Name of this Agreement

1.1 This agreement shall be called the *Metis Nation of Ontario – Consultation Protocol for the Mattawa/Lake Nipissing Traditional Territory* [hereinafter referred to as “the Protocol”].

2. Definitions

2.1 All words and phrases in this Protocol have the same meaning as in the MNO’s by-laws and the MNO Community Council Charter Agreements. To the extent of any conflict, the definitions in the by-laws of the MNO and the Charter Agreement shall prevail.

2.2 “Community Charter Agreement” means the agreements executed between the MNO and the MNO Chartered Community Councils, which set out the Parties respective jurisdiction, roles and responsibilities.

2.3 “Crown” means Her Majesty the Queen in Right of Canada and Ontario.

2.4 “Crown’s consultation duties” means the Crown’s constitutional obligations flowing from s. 35 of the *Constitution Act, 1982* and the honour of the Crown to consult, and, where appropriate, accommodate rights-bearing Métis communities on projects, developments and policies that have the potential to affect Métis rights, interests and way of life.

2.5 “Métis Traditional Territory” means the Mattawa/Lake Nipissing Métis traditional territory, which is set out as a part of the MNO Harvesters Policy and have been recognized and accommodated by the Crown.

2.5 “MNO-Ontario harvesting agreement” means the four point agreement reached between the MNO President and the Ontario Minister for Natural Resources in July 2004.

2.5 “MNO” means the Métis Nation of Ontario, as the representative government of the Métis people in Ontario.

2.6 “Community Councils” means the North Bay Métis Council and the Sudbury Métis Council, which democratically represent the interests of MNO citizens within the geographic territories defined by the respective Community Charter Agreements.

2.7 “Parties” means the MNO, the North Bay Métis Council and the Sudbury Métis Council.

2.8 “Projects” means all projects or developments that are being considered, planned, pursued, reviewed and/or implemented within the Mattawa/Lake Nipissing Métis traditional territory, but are outside the specific geographic territory of a MNO Chartered Community Council.

3. Purpose

3.1 The purpose of this Protocol is to:

- a) protect Métis rights, land use, harvesting practices, traditional knowledge, sacred places as well as the rights-bearing Métis community’s special relationship to the land within the Mattawa/Lake Nipissing Métis traditional territory,

- b) ensure the Crown's consultation duties to the rights-bearing Métis community which resides throughout, relies on, and, extensively uses, the Mattawa/Lake Nipissing Métis traditional territory are fulfilled, in relation to any Projects,
- c) establish a mutually agreeable process between the Parties which ensures all MNO citizens and members of the rights-bearing Métis community are effectively engaged and consulted on the Projects,
- d) build the capacities of MNO Chartered Community Councils in relation to consultation,
- e) strengthen the MNO's overall self-government structures and representativeness through collaboration and cooperation between the various levels of Métis government, including, MNO Chartered Community Councils, MNO Regional Councillors, the MNO Captains of the Hunt and the Provincial Council of the Métis Nation of Ontario.

4. Responsibilities of MNO and Community Council

4.1 The Parties assert that the Crown's constitutional duties are owed to the entire regional rights-bearing Métis community, which is not defined, limited or constrained by the geographic areas identified within MNO Community Council Charter Agreements or by the MNO's Regions.

4.2 The MNO, as the representative government of the Métis Nation and its regional rights-bearing communities in Ontario, has the ultimate responsibility to ensure the entire rights-bearing Métis community is consulted on the Projects.

4.3 The Community Councils, through their democratic mandates and their Charter Agreements with the MNO, have the responsibility to ensure the MNO citizens they represent are effectively consulted on the Projects.

4.4 The Parties have the responsibility to collaborate and cooperate in order to ensure the regional rights-bearing community is effectively consulted and represented within any Crown consultation processes, regulatory or environmental reviews, engagement with proponents, etc.

4.5 The Parties have the responsibility to work together in order to ensure the democratically elected local, regional and provincial governance structures of the Métis people in Ontario are consulted and respected by the Crown, proponents and other relevant groups.

5. Consultation Committee and Consultation Workplan

5.1 A three person Consultation Committee shall be established, which will include the MNO Regional Councilor and one representative designated by each of the MNO Community Councils.

5.2 The regional Captain of the Hunt shall be an ex-officio member of the Consultation Committee to provide advice and support to the Committee.

5.3 The MNO Regional Councilor shall act as the Chair of the Consultation Committee and shall only vote if consensus is not achieved or in the event of a tie.

5.4 The Consultation Committee shall strive for all decisions to be made by consensus.

5.5 The Consultation Committee will work together to develop and implement a mutually agreeable Consultation Workplan to ensure the Crown's constitutional duties to the rights-bearing Métis community are fulfilled in relation to any Projects. This Consultation Workplan will include, but will not be limited to, the following:

- a) an overview of the Projects;
- b) terms of reference for the Consultation Committee,

- c) activities, timelines, roles and responsibilities of the Parties,
- d) a local and regional MNO citizen engagement plan, which would include meetings with MNO Chartered Community Councils, public meetings, etc.,
- e) the identification of research and studies required,
- f) staffing and administration requirements for the Community Councils,
- g) a communications plan, and
- h) appropriate budgets.

5.6 The Consultation Committee shall meet in person or via conference call as required and determined by the Consultation Committee.

5.7 Members of the Consultation Committee shall be remunerated for their work based on the MNO's policies and procedures, with the exception of Consultation Committee members who are employees of the MNO.

5.8 The Parties to this Protocol agree to jointly retain legal counsel advise them and to represent the rights-bearing Métis community in Crown consultation processes, regulatory and environmental reviews, negotiations with proponents, etc.

6. Communications with MNO Citizens

6.1 The Parties will work to ensure that all potentially affected MNO citizens are engaged and communicated with in a fair, transparent and open manner.

6.2 In order to ensure all MNO citizens have access to information related to Projects, the Parties agree to use the MNO's print and on-line communications tools.

6.3 The Consultation Committee shall report regularly to all MNO citizens and their respective Community Councils through Council meetings, local meetings as well as regional meetings.

7. Communications with the Crown and Proponents

7.1 The Consultation Committee shall provide direction for all written letters and submissions to the Crown, regulatory bodies and/or proponents in relation to any Projects.

7.2 Written letters and submissions in relation to the Project, on behalf of the rights-bearing community, shall be from the Chair of the Consultation Committee or his/her designate.

7.3 All written letters and submissions shall be provided to all members of the Consultation Committee as well as the Presidents of the Parties, including, the President of the MNO.

8. Dispute Resolution

8.1 Any dispute or inquiry that arises out of this Protocol shall first be referred to Presidents of the Community Councils for resolution.

8.2 If resolution is not possible under paragraph 9.1, an Inquiry Panel may be called.

8.3 The Inquiry Panel will be composed of a Chair who is a Senator and mutually agreed to by the Parties, an appointee by the MNO Executive Council, and an appointee by the Community Councils.

8.4 Where a dispute is referred to an Inquiry Panel, the MNO Secretariat shall give 30 days notice in writing to all parties. Such notice shall include the reasons for the inquiry and the materials and persons, which the parties shall provide for the assistance of the inquiry panel. The inquiry shall be held within 90 days of issuing the notice.

8.5 At any inquiry, called pursuant to paragraph 8.2 the panel shall hear representations from persons or entities concerned in the dispute. The inquiry panel may decide whether the representations are to be made orally or in writing. Any written submission must be received at least 30 days before the date of the inquiry.

8.6 Upon termination of the inquiry the panel shall either:

- a) issue a recommendation as to costs
- b) issue a recommendation regarding the substantive issue in dispute; or
- c) issue a recommended procedure on how to resolve the dispute; or
- d) issue a judgment on the merits of the issue in dispute.

8.7 Where an inquiry is held, the panel shall set out its decision in writing. The written decision shall be made available to the parties within 30 days of the inquiry.

8.8 All decisions of the Inquiry Panel shall be final.

9. Communications Between The Parties

9.1 For the purposes of this Protocol, the contact information below will be used by the Parties,

For the MNO:

500 Old St. Patrick Road
Ottawa, Ontario, K1N 9G4
P: 613-798-1488
F: 613-722-4225

ATTN.: Gary Lipinski, President

For MNO Regional Councillor:

500 Old St. Patrick Road
Ottawa, Ontario, K1N 9G4
P: 613-798-1488
F: 613-722-4225

ATTN.: Maurice Sarrazin, MNO Region Five Councillor

For the North Bay Métis Council:

101 Worthington Street East, #243
North Bay, ON P1B 1G5
T: 705-474-0393
F: 705-474-8154

ATTN.: Mel Jamieson, President

For the Sudbury Métis Council:

260 Alder Street, 2nd Floor
Sudbury, ON, P3C 5P4
T: 705-671-9855
F: 705-671-9415

ATTN.: Richard Sarrazin, President

10. General

10.1 This Protocol may be amended in writing at any time by agreement of the Parties.

10.2 This Protocol may be terminated by either Party by sending written notice to the other Party. Termination shall take effect thirty (30) days after receipt of said written notice.

10.3 Nothing in this Protocol limits or shall be interpreted as limiting the ability of the MNO President, the MNO Executive Council or the Provisional Council of the Métis Nation of Ontario to represent the interests of all MNO citizens in bilateral or tripartite discussions with governments, agencies or other organizations.

10.4 Nothing in this Protocol limits or shall be interpreted as limiting the ability of the Community Councils in representing the interests of the MNO citizens they represent or leading and engaging in consultation related discussions with the Crown on Projects and developments that are within the geographic scope of the Community Council, which do not have potential regional impacts on the rights-bearing Métis community.

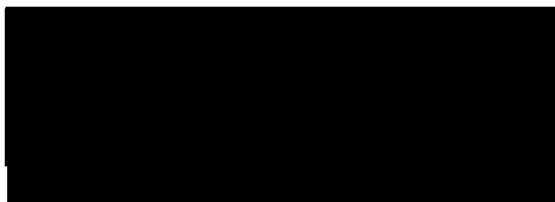
10.5 Nothing in this Protocol amends, limits or alters the mandates, roles, responsibilities and jurisdictions set out in the MNO's by-laws, existing and future MNO Community Council Charter Agreements, the MNO Rules or Order or other MNO policies and procedures, as amended from time to time.

10.6 This Protocol shall enure to the benefit of and be binding upon the Parties and their respective successors and assigns.

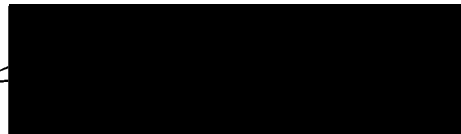
10.7 This Protocol is not transferable to any other party.

10.8 This Protocol comes into effective upon its execution and shall remain in place until amended or terminated pursuant to the terms set out in this Protocol.

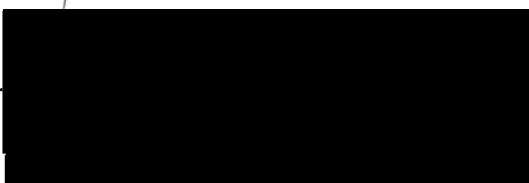
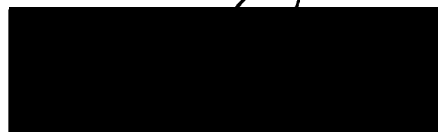
IN WITNESS WHEREOF the Parties have executed this Protocol on the ___ day of ___, 2008.




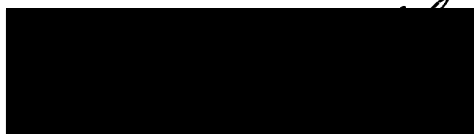
Metis Nation of Ontario



Metis Nation of Ontario



Sudbury Métis Council



North Bay Métis Council



Witness

