

November 3, 2017

**RESS & COURIER**

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

Dear Ms. Walli,

**Re: Union Gas Limited (“Union”)  
Community Expansion Project  
Board File # EB-2015-0179**

Please find attached Change Request #4, for the above-noted project.

Union believes that this change is not significant and would appreciate your timely review and approval of this request, as construction is in progress. Confidential copies of the redacted schedules are being couriered to the Board separately.

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

Sincerely,

*[original signed by]*

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

cc: Zora Crnojacki, OEB  
Nancy Marconi, OEB  
Ritchie Murray, OEB

## **REQUEST TO VARY**

**Project Name:** Milverton Rostock Wartburg  
Community Expansion Project

**OEB file Number:** EB-2015-0179

**Request to Vary:** 4

### **Description and Rationale for Change**

Union requires a different area of land for construction of the proposed station at the south end of Milverton. In Union's original application it assumed, as a result of various positive conversations, that property would be available on the north east corner of Line 61 and Perth 131 Road. After the project was approved by the OEB, the landowner informed Union that he was no longer interested in having a station constructed on his property. With this information, Union contacted the County and was able to negotiate a new station location south of Line 61 on the west side of Perth 131 Road on property owned by the County.

### **Construction and Restoration Practices**

Union's standard construction practices will be followed for construction of the station facilities. Between the original station location and the new station location there will be a combination of steel and plastic pipelines as some steel pipe had been constructed in an anticipation of using the original station location.

### **Environmental**

No new environmental mitigation measures will be required.

### **Consultation**

Union has discussed this change with the County and the Municipality. They did not identify any concerns.

### **Lands**

The County has sold Union the property required for the station.

### **Costs**

Union had always proposed that a station would be required this Project. Changing the location did not result in any additional costs.

### **Schedule**

This change will not result in a change to the in-service date of the project.

### **Attachments**

A drawing showing the location of the original and proposed station is attached at Schedule 1. Documentation confirming the County has transferred the property to Union can be found at Schedule 2.



CUSTOMER

UNION GAS LIMITED

TITLE

MILVERTON

DIVISION

Waterloo

DRAWN BY

F. Seguin

CHECKED BY

F. Seguin

STATUS

APPROVED

DATE

27/10/2017

SYSTEM

GeoMedia Pro 2014

SCALE

1:3,500

PROJECTION

Universal Transverse Mercator Zone 17

DATUM

North America 1983 - CANADA

VERSION

1.0

DISCLAIMER

This is a map of Union Gas facilities in the Milverton area. It is not a legal document and is not to be used for information purposes only. Union Gas is not responsible for any errors or omissions in this map. The information in this map is for informational purposes only and should not be used for any other purpose.

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DATA SOURCE

Union Gas Mapping from DMTI SPATIAL 2017 and INR LIG 2014-16

FILE

X:\Mapping\_serv\GeoMedia\_Projects\MA1962-C - Milverton Proposal.gws

REVISIONS

Supersedes 20/09/2017

0.0

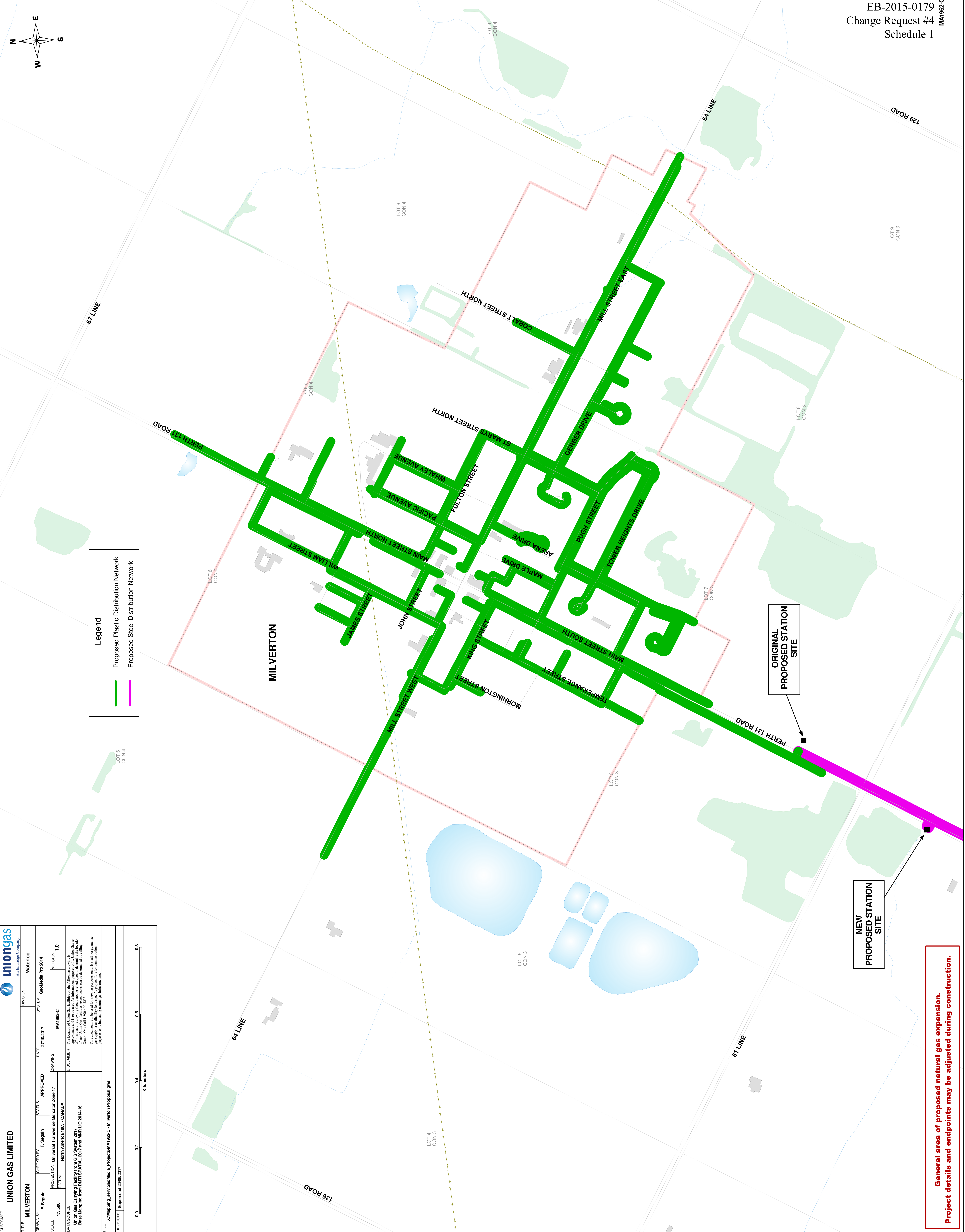
0.2

0.4

0.6

0.8

Kilometers



General area of proposed natural gas expansion.

Project details and endpoints may be adjusted during construction.





## AGREEMENT OF PURCHASE AND SALE

(hereinafter called the "Agreement")

Between

(hereinafter called the "Seller")  
and  
**UNION GAS LIMITED**  
(hereinafter called the "Buyer")

The Buyer offers to purchase from the Seller the following real property:

**PART OF PIN:**

**Legal Description:**  
; PERTH EAST

Shown as part 1 on the Draft Reference plan attached hereto as **Appendix "A"** (hereinafter called the "Property"):

It is understood and agreed that the Seller agrees to sell the Property to the Buyer at the Purchase Price of  
00/Dollars (\$) (0) (hereinafter called the "Purchase Price").

This Agreement shall be irrevocable by the Buyer and open for acceptance by the Seller until 5 p.m. on the

1. The Buyer agrees to pay the ( ) within 15 days of receipt of a signed agreement, payable by cheque to the Seller, as a refundable deposit to be held by them pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on completion.
2. The Buyer agrees to pay to the Seller on closing, the balance of the Purchase Price, by certified cheque, subject to the adjustments provided for herein, if applicable.
3. The Seller hereby authorizes the Buyer to prepare and register a reference plan of survey of the Property, all at the Buyer's sole cost and expense, and a legal description based thereon and the Seller and Buyer agree that if and when such survey has been prepared such legal description shall conclusively be deemed to constitute the full, true and accurate description of the Property and to be substituted for the draft reference plan of the Property as in Appendix "A" attached hereto; the reference plan shall be subject to the prior review and approval of the seller prior to its registration in the applicable Land Registry Office.
4. Any entry onto the Property and activity thereon by the Buyer or its agents shall be at the Buyer's own risk and the Buyer covenants and agrees to indemnify and save harmless the Seller, its shareholders, officers, directors and employees from and against all claims, actions and damages in respect of the acts or omissions of the Buyer or its agents relating to such entry and/or activity.
5. The Parties agree that Appendix "A" form part of this Agreement.
6. This Agreement shall be completed on the ( ) (the "Closing Date"). Upon completion, vacant possession of the Property shall be given to the Buyer.
7. Subject to Clauses 9 and 12 hereof, the Buyer shall be allowed until 15 days prior to the Closing Date (the "Requisition Date") to examine the title to the Property at his own expense.
8. The Seller and the Buyer agree that there is no condition, express or implied, representation or warranty of any kind that the future intended use of the Property by the Buyer is or will be lawful. The Buyer further acknowledges that the Seller is, subject to what is set herein, selling and the Buyer is purchasing the Property on an "as is where is" basis as it shall exist on the Closing Date. The Buyer further acknowledges that it has conducted such inspections of the Property as it deems appropriate and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to title, encumbrance, description, fitness for purpose, the existence or non-existence of hazardous materials, environmental compliance, legality of rents, merchantability, condition, quantity or quality, or in respect of any other matter or thing whatsoever concerning the Property, or the right of the Seller to sell same save and except as expressly provided for in this Agreement. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the Sale of Goods Act (Ontario) do not apply hereto and have been waived by the Buyer.

9. The Buyer acknowledges having inspected the Property prior to submitting this Agreement and understands that upon the Seller accepting this Agreement there shall be a binding agreement of purchase and sale between the Buyer and the Seller.
10. The Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as is in the possession of the Seller.
11. Provided that the title to the Property is good and free from all registered charges, liens and encumbrances except as otherwise specifically provided in this Agreement and save and except for: (a) any registered municipal agreements and registered agreements with private or publicly regulated utilities, provided that said agreements have been fully complied with; (b) any easements for the supply of utilities or services to the Property or adjacent properties; (c) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services; and (d) any registered covenants and restrictions that run with the Property. The Buyer covenants and agrees to satisfy itself as to the compliance with all items as enumerated in this paragraph and the Seller shall not be required to provide letters or certificates of compliance or any releases or partial releases of same. If within the specified times referred to in Clause 7 any valid objection to title in writing to the Seller and which the Seller is unable to remove, remedy or satisfy and which the Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies theretofore paid shall be returned without interest and without deduction and the Seller shall not be liable for any costs or damages. Save as to any valid objection so made by such day the Buyer shall be conclusively deemed to have accepted the Seller's title to the Property.
- ~~12. The Seller represents and warrants that the Seller, within the meaning of the Family Law Act, is a spouse, who is not separated and the Property is not ordinarily occupied as a family residence by the Seller and the Seller's spouse. The Seller shall, if requested by the Buyer, deliver a certification at the time of completion verifying that this representation and warranty is true and correct.~~
13. All buildings on the Property, if any, and all other things being purchased shall be and remain, until completion, at the risk of the Seller. Pending completion, the Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interest may appear and in the event of substantial damage, the Buyer may either terminate this Agreement and have all monies theretofore paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase.
14. Provided that this Agreement shall be effective to create an interest in the Property only if there has been compliance with the subdivision control provisions of the Planning Act (Ontario).
15. The Buyer shall be credited towards the Purchase Price with the amount, if any, which it shall be necessary for the Buyer to pay to the Receiver General of Canada in order to satisfy the Buyer's liability in respect of tax payable by the Seller under the non-residency provisions of the Income Tax Act by reason of this sale. The Buyer shall not claim such credit if the Seller delivers on completion the prescribed certificate or his statutory declaration that he is not then a non-resident of Canada within the meaning of Section 116 of the Income Tax Act.
16. Any rents, realty taxes, local improvement charges, water and unmetered utility charges and the cost of fuel as applicable shall be apportioned and allowed to the day of completion (the day itself to be apportioned to the Buyer).
17. The Transfer/Deed shall, save for the Land Transfer Tax Affidavits, be prepared in registrable form at the expense of the Buyer.
18. Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by the Seller and the Buyer or by their respective solicitors who are hereby expressly appointed in this regard.
19. Notwithstanding any other provision herein, the Buyer agrees to forthwith pay all reasonable fees and costs incurred by the Seller in relation to this Agreement and the closing of this transaction, including, without limitation, all reasonable legal, surveying and other professional fees.
20. Any notice, statement, document or other communication required to be given to any party or parties pursuant to the provisions of this Agreement shall be sufficiently given if such notice, statement, document or other communication is in writing and is delivered to such party or parties or sent by facsimile transmission or by prepaid registered mail addressed to such other party or parties as follows:

To the Seller at:

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1111 1111 1111 1111  
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And with a copy to the Seller's solicitor at:

And to the Buyer 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 within the Province of Ontario for such party or parties as any of them may give to the other in writing from time to time and any such notice, statement, document or other communication shall be deemed to have been received by such other party when delivered to it or if sent by facsimile transmission on the following day of transmission, or if mailed as aforesaid on the third business day following the day on which it was mailed, provided that in the event that at the time that any notice, statement, document or other communication is desired to be given by any party, the post office is on strike or if postal delivery is interrupted, such notice, statement, document or other communication shall be delivered and the provisions with respect to notice by registered mail shall not be applicable. Any notice, statement, document or other communication permitted or required to be given by the Seller pursuant to the terms of this Agreement may be given by the Seller's solicitors as described in this paragraph.

21.

- a) Pursuant to subsection 3(1) of the Electronic Commerce Act of Ontario, as amended (or any successor or similar legislation):
  - i) the Buyer acknowledges and agrees to use and accept any information and/or document to be provided by the Seller and/or its solicitors in respect of this transaction in an electronic form if, when and in the form provided by the Seller and/or its solicitors; and
  - ii) the Buyer acknowledges and agrees to provide to the Seller and/or its solicitors any information and/or document required in respect of this transaction in an electronic form as, when and in the form required by the Seller and/or its solicitors, in their sole and unfettered discretion.
- b) The Buyer acknowledges and agrees that the Seller shall determine, in its sole and unfettered discretion, the method by which the Buyer is to make payment of any funds payable by the Buyer in respect of this transaction. Such method may include, without limitation, payment in electronic form and/or by way of the electronic transfer and/or transmission of funds. Money may be tendered by bank draft or cheque certified by a chartered bank, trust company or Province of Ontario Savings Office absent any other specific direction to the Buyer in accordance with the foregoing.
- c) If electronic registration of documentation at the applicable Land Registry Office is in effect on the Closing Date and if the Seller requires that the transaction be completed electronically, the following provisions shall prevail:
  - i) The Buyer shall retain a solicitor in good standing with the Law Society of Upper Canada (LSUC) to represent the Buyer for the closing. The Buyer will authorize its solicitor to enter into a Document Registration Agreement on the Seller's solicitor's standard form (the "Escrow Agreement"). The Escrow Agreement shall be consistent with the requirements of the LSUC.
  - ii) The Buyer acknowledges that the delivery of documents and/or money may not occur contemporaneously with the registration of the Transfer/Deed of Land and may be delivered in escrow pursuant to the Escrow Agreement.
  - iii) If the closing of this transaction cannot be completed in escrow pursuant to the Escrow Agreement, the Buyer's solicitor shall attend at the offices of the Seller's solicitor or at the appropriate Land Registry Office, as directed by the Seller's solicitor and at such time as directed by the Seller's solicitor in order to complete this transaction.
  - iv) Tender shall be validly made by the Seller when the "Completeness Signature" for the Transfer Deed of Land has been electronically "signed" by the Seller's solicitors and same shall be satisfactory evidence that the Seller is ready willing and able to complete the sale transaction and the Seller shall be deemed to have effected a sufficient, good and valid tender upon the Buyer.

22. With the exception of the Land Agreement between the Buyer and the Seller dated \_\_\_\_\_, this Agreement including any appendices attached hereto shall constitute the entire agreement between the Buyer and the Seller. Subject to the foregoing there is no representation, warranty, collateral agreement or condition, whether direct or collateral, or express or implied, which induced any party hereto to enter into this Agreement or on which reliance is placed by any such party, or which affects this Agreement or the Property or supported hereby other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context,

in the event of conflict between provision written or typed in this Agreement and any provision in the printed portion hereof the written or typed provision shall supersede the printed provisions to the extent of such conflict.

23. No insurance shall be transferred on completion.

- a) The Buyer 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 Buyer's HST Registration Number is .
- c) The Buyer 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 Buyer shall indemnify and save harmless the Seller 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 Agreement. The Buyer's obligations under this Clause shall survive this Agreement.

24. The Buyer covenants and agrees with the Seller and acknowledges the following:

- a) The Seller agrees and consents that notice of this Agreement may be registered electronically on title by the Buyer.
- b) No Assignment, etc., without the prior written consent of the Seller first obtained, which consent will not reasonably be withheld, the Buyer shall in no way directly or indirectly assign, convey, sell, transfer or otherwise dispose of, or agree to sell, transfer or otherwise dispose of, the Property, or any part thereof, or any interest the Buyer may have in the Property, or any rights or interest the Buyer may have under this Agreement, until such time as the Buyer has completed this transaction.
- c) Confidentiality: The terms of this Agreement, including without limitation, the financial terms and all information delivered to or obtained by the Buyer in any way relating to the Property shall be treated by the Buyer as strictly confidential and privileged information and shall not directly or indirectly be communicated by the Buyer or disclosed, in whole or in part, to any person or entity for any purpose without the prior written consent of the Seller, except that the Buyer shall be entitled to communicate such information to its lenders, investors and professional advisers and government authorities, agencies or departments in connection with the acquisition and development of the Property and disclose such information as may be required to give evidence in a court of competent jurisdiction. The foregoing provision shall survive the termination of this Agreement. In the event that the transaction contemplated in this Agreement is, for any reason whatsoever, not completed, then the Buyer shall, upon request of the Seller, promptly return to the Seller all materials delivered hereunder and shall deliver to the Seller all copies of materials made available hereunder.

Purposely left blank.

25. This Agreement shall inure to the benefit of and shall be binding upon the undersigned and their successors and assigns.

Dated this 2nd day of Nov

THE CORPORATION OF THE COUNTY OF PERTH

Signature (Transferor)

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

I have authority to bind the Corporation.

Address (Transferor)

Signature (Transferor)

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

I have authority to bind the Corporation.

Address (Transferor)

UNION GAS LIMITED

Signature (Transferee)

Name & Title (Union Gas Limited)

I have authority to bind the Corporation.

id)

Additional Information: (if applicable):

Property Address:

HST Registration Number:



## Appendix "A"

