

November 13, 2018

BY RESS & COURIER

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”)
Stratford Reinforcement Project
EB-2018-0306**

Further to our filing of this application on November 2, 2018, we wish to amend our application by including the following additional request. Pursuant to section 97 of the Ontario Energy Board Act that the Board grant an order approving the form of Temporary Land Use Agreement, referenced at paragraph 71 of Union’s pre-filed evidence, a copy of which is attached as Schedule 1. The form of Temporary Land Use Agreement was previously approved by the Board in Union’s Oxford Reinforcement Project application EB-2018-0003.

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,

[original signed]

Mark Murray, J.D.
Manager, Regulatory Projects and Lands Acquisition
:sb
Attach.

cc: N. Marconi
A. Manzano
Regulatory Library

Appendix A

Temporary Land Use Agreement



TEMPORARY LAND USE AGREEMENT

(Hereinafter called the "Agreement")

Between

(hereinafter called the "Owner")

and

UNION GAS LIMITED

(hereinafter called the "Company")

In consideration of the sum of _____XX/100 Dollars (\$____), payable by the Company to the Owner within thirty (30) days of signing of this Agreement in accordance with the compensation labelled as Appendix "A" hereto.

the Owner of **PIN:**

Legal Description: labelled as Appendix "B" hereto. hereby grants to Company, its servants, agents, employees, contractors and sub-contractors and those engaged in its and their business, the right on foot and/or with vehicles, supplies, machinery and equipment at any time and from time to time during the term of this Agreement to enter upon, use and occupy a parcel of land (hereinafter called the "Lands") more particularly described on the Sketch attached hereto labelled as **Appendix "C"** and forming part of this Agreement, the Lands being immediately adjacent to and abutting the Choose an item. for any purpose incidental to, or that the Company may require in conjunction with, the construction by or on behalf of the Company of a proposed Choose an item. and appurtenances on the Lands including, without limiting the generality of the foregoing, the right to make temporary openings in any fence (if applicable) along or across the Lands and to remove any other object therein or thereon interfering with the free and full enjoyment of the right hereby granted and further including the right of surveying and placing, storing, levelling and removing earth, dirt, fill, stone, debris of all kinds, pipe, supplies, equipment, vehicles and machinery and of movement of vehicles, machinery and equipment of all kinds.

1. This Agreement is granted upon the following understandings:

- a) The rights hereby granted terminate on the _____ day of _____ 20__.
- b) The Company shall make to the person entitled thereto due compensation for any damages resulting from the exercise of the right hereby granted and if the compensation is not agreed upon it shall be determined in the manner prescribed by Section 100 of The Ontario Energy Board Act, R.S.O. 1998 S.O. 1998, c.15 Schedule B, as amended or any Act passed in amendment thereof or substitution there for;
- c) As soon as reasonably possible after the construction, the Company at its own expense will level the Lands, remove all debris therefrom and in all respects, restore the Lands to their former state so far as is reasonably possible, save and except for items in respect of which compensation is due under paragraph (b) and the Company will also restore any gates and fences interfered with around, *(if applicable)* the Lands as closely and as reasonably possible to the condition in which they existed immediately prior to such interference by the Company.
- d) It is further agreed that the Company 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 Agreement or anything done or maintained by the Company hereunder or intended so to be and the Company shall at all times indemnify and save harmless the Owner 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 Company 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 Owner.

The Company and the Owner agree to perform the covenants on its part herein contained.

Dated this ____ day of _____ 20__.

[Insert name of individual or corporation]

Signature (Owner)

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

Address (Owner)

Signature (Owner)

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

Address (Owner)

UNION GAS LIMITED

Signature (Company)

[Insert name of signing authority], Choose an item.

Name & Title (Union Gas Limited)

I have authority to bind the Corporation.

519-436-4673

Telephone Number (Union Gas Limited)

Additional Information: (if applicable):

Property Address:

HST Registration Number: