

Sept., 9th, 2011.
OilSprings, Ontario.

R12/9/11
Ontario Energy Board,
Box # 2319, 27th Floor,
2300 Young Street,
Toronto, Ontario, M4P-1E4.

RECEIVED

SEP 12 2011

Attn; Ms. Kirsten Walli,
Board Secretary

ONTARIO ENERGY BOARD

Dear Ms. Walli:

Reference; Board File # EB-2009-0144

First let me introduce myself, I am William Cascaden and have lands in the Designated Storage Area commonly referred to as Century Pools II - OilCity. There is no Storage Lease on my land.

On or about mid July, 2009 after having completed scheduled upgrading on 3 wells in the Oil city Pool, Union Gas Ltd., decided to proceed with the plugging of observation Well # HE -2-17-1V, which is on my land.

I had requested that the work on HE-2-17-IV be completed before / after the wheat harvest as it would be impossible for me to utilize my grain storage bins should the equipment to plug this well be on site on our lane-way.

Apparently the timing did not work out and as a result I was unable to access my storage bins. My only option was to put the wheat into commercial storage at a cost of \$7300.00 (7300 bushels at \$.10 per bushel per month for 10 months).

Attempts, to recoup the above amount from Union, have failed and it is my contention that Union is solely responsible for my monetary loss. In the Conditions of Approval It states, "Union shall make to the landowners and tenants just and equitable compensation for any damage necessarily resulting from the authority hereby granted by the Board". I base my claim, that it is Union's responsibility to compensate me for my loss, on this Board condition.

I therefore request the Board's assistance to recoup my monetary loss, a loss due solely to Union's total disregard for a farmer's primary concern, namely harvest. The situation and consequences were clearly explained to Union in advance.

Kindly forward this concern to the appropriate Dept. eg. (Compliance Office) for resolution.

Enclosed are the following documents;

1. A picture of the well site with comments by C. Baldwin (LCSA consultant).
2. My now and then expired roadway contract with Union - Union did however pay the annual rental for 2009 on our lane-way.

A reply in 30 days or less would be appreciated. I can also be reached by phone at 1-519-844-2396. My address is; William Cascaden, R. R. # 3, OilSprings, Ont., N0N-1P0.

Thank you for your time and assistance.

Print; Bill Cascaden

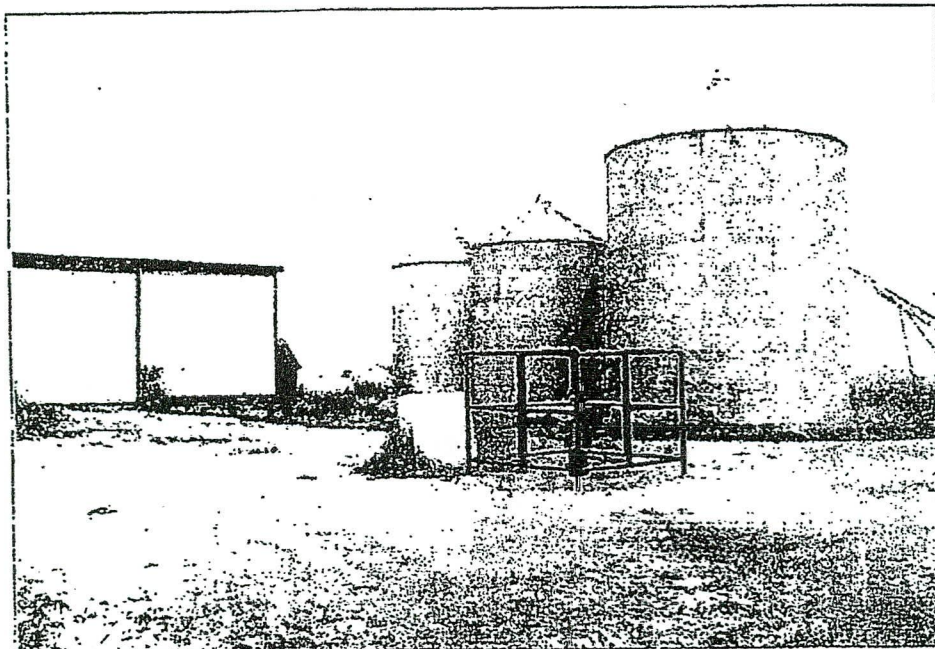
Sign; Bill Cascaden

CC;

Union Gas Ltd.,
Chatham, Ontario,
50 Keil Drive,
Chatham, Ontario,
N7M-5M1.

Attn; Tom Edwards
(Lands Dept.)

Century Pools Phase II - L.C.S.A



Hugkey
Enniskillen
2-17+1V

Photo 1.

Operational interference of great magnitude. Note: the observation well (i) directly in line with the machinery path in/out of the machinery shed, (ii) interfering with loading/unloading the grain bins, (iii) a diesel tank sits a short distance from the well, and (iv) note the aluminum housing covering a water well adjacent to the fence around the well.

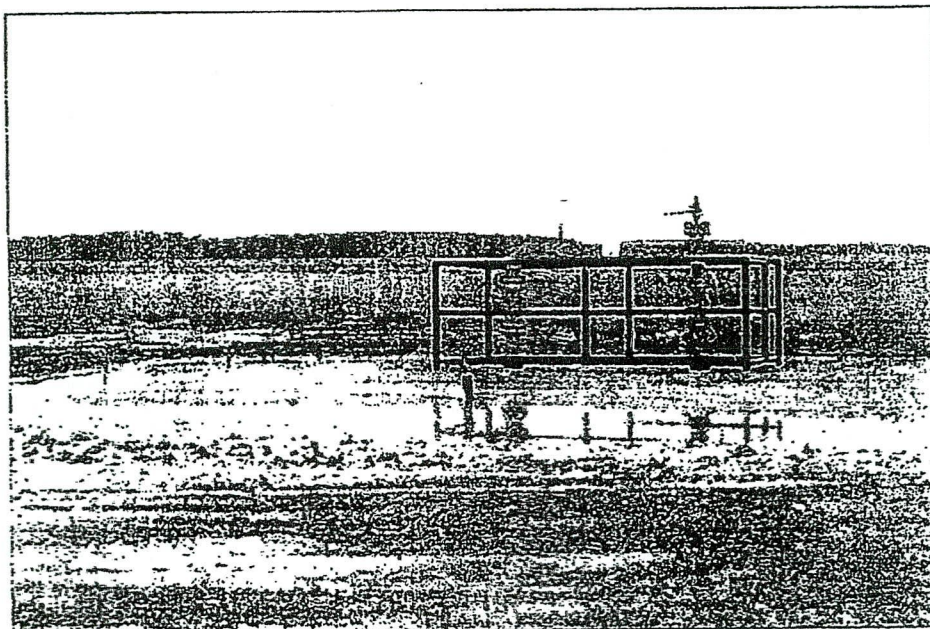


Photo 2.

'State of the art' mitigation measures (???) around an observation well, need more be said about the soil productivity impacts that remain?

**uniongas**

A Duke Energy Company

January 7, 2004

Mr. William Cascaden
Mrs. Barbara Cascaden
4601 Courtright Line
R. R. # 3
Oil Springs, Ontario
N0N 1P0

Dear Mr. & Mrs. Cascaden:

Re: Re: Laneway access at your property, being W 1/2 Lot 17, Con. 4
Township of Enniskillen, county of Lambton
Being part of the Oil City Pool

Referring to our several discussions regarding Union Gas Limited ("Union's") use of your laneway to access well number 2-17-IV, we are proposing the following conditions.

"Union" will have the right of ingress and egress over this roadway in order to have access to our observation well located behind your implement shed. Union will undertake not to interfere with normal farming operations in the completion of their normal operations.

If there is an installation of a gate, culvert etc. on the roadway by either party, such installation shall be at the mutual satisfaction of both parties.

Compensation for these rights will be paid by "Union" annually in January of each year. For 2005, compensation will be paid at the rate of ~~Four Hundred and Twenty One~~ ^{Eight Hundred and Twenty One} ~~98/xx~~ Dollars. This amount is equal to the payment for 0.5 acres of land which is our minimum payment. The amount of the annual rental shall be adjusted annually based upon the current Consumers Price Index.

"Union" also agrees to pay rental for the year 2002, 2003 and 2004 at the rate of \$325.00/annum, which was minimum payment for those years.

**uniongas**

A Duke Energy Company

This agreement will expire on Dec. 31, 2008, at which time a new rate of rental may be negotiated.

Yours truly

Tom Edwards
Coordinator, Storage, Petroleum &
Natural Gas Leases
1-800-571-8446, ext. 2198

We accept the terms of this agreement dated as of January 7, 2005.

William Cascaden

Barbara Cascaden