

NOVA SCOTIA UTILITY AND REVIEW BOARD

IN THE MATTER OF THE GAS DISTRIBUTION ACT

- and -

IN THE MATTER OF an application by **Sempra Atlantic Gas Company** to **Surrender its Full Regulation Class Franchise to Distribute Natural Gas in the Province of Nova Scotia.**

BEFORE: John A. Morash, C.A., Chair
Margaret A. M. Shears, Vice-chair
John L. Harris, Q.C., Member

APPLICANT: **Sempra Atlantic Gas Company**
James L. Connors, Q.C.
Sandra B. MacPherson-Duncan, Q.C.

HEARING PARTICIPANTS:

GasWorks Installations Inc.
John Reynolds, P. Eng.

Halifax Regional Municipality
Mary Ellen Donovan, LL.B.,
Senior Solicitor, Legal Services

Maritimes NRG (Nova Scotia) Limited
Debby Hunter
Energy Development Department

Nova Scotia Petroleum Directorate
James R. Gogan, LL.B.,

SaskEnergy Incorporated
Ray Ritcey

Town of Mulgrave
Leonard MacDonald, Mayor

Wilson Fuel Company Ltd.
Steven Wilson, Director

INTERVENORS: Appendix A

BOARD COUNSEL: S. Bruce Outhouse, Q.C.

BOARD CONSULTANT: James Sandison
Principal
Energy Consultants International Inc.

HEARING DATE: December 3, 2001

DECISION DATE: **February 26, 2002**

DECISION: **Surrender of Application accepted
with conditions as noted.**

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1.0 BACKGROUND

[1] This decision is further to a public hearing conducted by the Nova Scotia Utility and Review Board (the Board) on December 3, 2001 after due public notice. The purpose of the hearing was to consider the application by Sempra Atlantic Gas Company (Sempra) to surrender its full regulation class franchise to distribute natural gas in the Province of Nova Scotia.

[2] In a November 16, 1999 decision, following a lengthy public hearing, the Board granted a full regulation class franchise to Sempra for the province-wide distribution of natural gas. This decision was subsequently approved by the Governor in Council on December 16, 1999.

[3] Following the award of the franchise, Sempra hired additional staff and began preparatory activities for the construction of a distribution system. By mid-2001, while some distribution pipe had been installed in Dartmouth, it appeared clear that the commitments made by Sempra during the franchise hearing to build out a gas delivery system in accordance with the access targets mandated by the **Gas Distribution Regulations (Regulations)** would not be met. A number of factors appear to have influenced Sempra's decision not to pursue its franchise and, as indicated in its filing of June 29, 2001, these factors included the unpredicted volatility in the price of natural gas and the inability of Sempra to install pipes under provincial secondary roads and road shoulders.

[4] In its June 29, 2001 filing, Sempra applied to the Board for an Order:

- a) Consenting to the surrender of its Gas Distribution Franchise; or
- b) In the alternative, approving amendments to its Franchise.
(Sempra Application - June 29, 2001)

[5] By letter dated September 21, 2001, Sempra notified the Board that it would be submitting a revised application solely for the surrender of its franchise. Sempra filed the revised application and evidence in support of the application on October 26, 2001 (Exhibit S-1). Sempra's decision not to fulfill its commitment to deliver gas to Nova Scotia is a disappointing setback to the roll-out of natural gas distribution in the Province. It is important to note that the focus of the hearing was not on Sempra's failure to deliver natural gas. Rather, the principal issue before the Board was the approval of fair and reasonable terms and conditions of franchise surrender so as to facilitate future gas development in the Province.

2.0 EVIDENCE

[6] In its application, Sempra asks that the Board consider the surrender of the franchise in accordance with **Section 19** of the **Regulations** which reads as follows:

Section 19 The Board may consider and approve changes to a franchise and, without restricting the generality of the foregoing, it may accept surrender of the franchise on specified terms including sufficient notice periods to allow interested parties to explore the alternatives to:

- (a) rebrandise the area; or
- (b) allow consumers within the franchise area a sufficient time to convert to another energy source,

with service continuing during the notice period.

[7] Sempra submits that there is no requirement for the Board to look into the circumstances leading to the surrender and it suggests that a surrender may be accepted on a “no fault/liability basis” focusing on the “determination of the appropriate terms and conditions of the surrender.” Sempra argues that the considerations contemplated by **Section 19** of the **Regulations** are not applicable to the present situation. It states that it had no customers at the time of its surrender application; the delivery of natural gas had not commenced; and since Sempra was not regulated on a cost-of-service basis, no accounting issues arise.

[8] Sempra and the Province (represented by the Nova Scotia Petroleum Directorate) negotiated an agreement dated October 25, 2001 concerning the proposed terms and conditions for surrender (Exhibit S-1, Appendix B). The agreement covers such areas as identification of assets; valuation of assets; maintenance of assets; and disposal of assets. The agreement is conditional on acceptance by the Board of the recommended terms and conditions of surrender and acceptance of the agreement by Halifax Regional Municipality (HRM), since most of the assets in question are located in or on HRM property.

[9] Sempra’s panel of witnesses at the hearing consisted of James L. Connors, Q.C., Vice President, Legal and External Affairs; Gary Highfield, P. Eng., General Manager until November 2001; Claudette Kehoe, C.A., Controller; and Colleen Rollings, P.Eng., Lead Natural Gas Design Engineer. With the exception of Board Counsel, none of the hearing participants had any questions for the Sempra panel concerning the application, and no evidence was submitted by intervenors.

2.1 Assets

[10] In its application, Sempra submits that the only issues to be determined relate to the value, maintenance and sale or abandonment of Sempra's facilities and assets. It is instructive to note that not all of Sempra's assets are subject to the agreement. Mr. Connors, under cross-examination by Board Counsel, explained the rationale for excluding certain of Sempra's assets from the agreement.

88. Q. And if you go to page 5, you list certain assets there or at least you're describing the investment made by Sempra Atlantic. The first thing that you list is:

"Complete detailed design of hundreds of kilometres of pipeline throughout a number of Nova Scotia counties."

The second thing is:

"Prepare technical specifications and detailed supporting documentation and procedures, including operations and maintenance manuals, a quality insurance program..."

I assume that means a quality "assurance" program.

"...health and safety manual and inspection manual to ensure construction of a safe and reliable system."

And the third item is:

"Complete substantial routing and environmental work."

Now, those assets are not included in the definition of assets in the agreement with the Province. Correct?

- A. (Connors) That's correct.

89. Q. Why are they not included?

- A. (Connors) The agreement with the Province focused substantially upon the Dartmouth facilities and provides that, in effect, we would make the Dartmouth facilities, if you would, a stand-alone project available for resale at a capped price together with the engineering documents and our above-ground inventory. It was part of the negotiations or the result of those negotiations that the remainder of our assets would be the company's to dispose of as it sees fit. I mean, after all, we've purchased all of those assets. It would be our intention to continue to preserve those assets for a reasonable period of time as we watch the process unfold, and then, secondly, as hopefully others come forward, we look at opportunities potentially to recover some of our loss again by selling some of those things to potential future applicants. (Transcript - Q&A 89, p.45-46)

[11] Sempra's assets which are subject to the agreement are described in Exhibit

S-1 as follows:

4.3.1 Sale of Sempra Atlantic Assets

1. (a) In this Agreement "Sempra Atlantic Assets" shall mean the following:

- (i) Installed in ground pipe in Dartmouth;
- (ii) Sempra Atlantic pressure reduction facility in Dartmouth adjacent to the Maritimes & Northeast Interconnection facility, including the real property located in Dartmouth for purposes of housing the Sempra Atlantic facility;
- (iii) Engineering drawings for pipe installed in Dartmouth and the pressure reduction facility;
- (iv) All existing pipe installation tools;
- (v) All inventory presently under the control of Sempra Atlantic located in Nova Scotia and consisting of pipe, meters, pipe fittings, partially completed pressure reducing station, and related materials, which is detailed in Schedule "A" of this Agreement and is referred to as "the Inventory"; and
- (vi) Sempra Atlantic's beneficial right, title and interest, if any, to the Maritimes & Northeast Interconnection facility in Dartmouth.
(Exhibit S-1, pp.13-14)

[12] Sempra has installed approximately 15 kilometers of pipe in Burnside Industrial Park and Crichton Park, Dartmouth, and has in its inventory a supply of pipe and associated equipment. Mr. Highfield confirmed that the pressure reduction facility, which is referred to in clause 1(a)(ii) of the agreement, has not been completed but components of the facility have been received and are in inventory.

2.2 Valuation

[13] The agreement provides for a maximum resale price for Sempra's assets as follows:

4.3.1 Sale of Sempra Atlantic Assets:

- (b) The value of the Sempra Atlantic Assets shall be priced for sale to a subsequent franchise holder (or potential franchise holder), in accordance with this agreement, at a price not to exceed Two Million Two Hundred and Fifty Thousand (\$2,250,000.00) Dollars Cdn.
- (c) Allocation of the total Sempra Atlantic Assets valuation:
 - (i) All assets included in paragraph 1(a)(i), (ii), (iii), (iv) and (vi) shall be priced for sale at an amount not to exceed Two Million (\$2,000,000.00) Dollars Cdn.
 - (ii) Assets referred to in paragraph 1(a)(v) shall be priced for sale at an amount not to exceed Two Hundred and Fifty Thousand (\$250,000.00) Dollars Cdn.
- (d) All of the other assets of Sempra Atlantic not specifically referred to in paragraphs 1(a)(i) - (vi) shall remain the sole property of Sempra Atlantic.
- (e) It is agreed that in any negotiation with any subsequent franchise holder (or potential franchise holder), Sempra Atlantic shall be bound to offer the Sempra Atlantic Assets for sale at an upper limit of Two Million Two Hundred and Fifty Thousand (\$2,250,000) Dollars Cdn.

(Ex. S-1, p.14)

[14] Sempra has agreed to hold the inventory (valued at \$250,000) until June 30, 2003, after which time Sempra shall be free to dispose of the inventory as it determines appropriate and it will no longer be bound to the upper price limit for the inventory. Ms. Kehoe, under cross-examination by Board Counsel, provided an estimate of the actual resale value of the Sempra assets:

A. The estimated replacement cost for the installed in-ground pipe in Dartmouth is approximately \$2.4 million dollars, in addition to include the interconnection facility which is approximately \$1.3, the real property with the station is approximately a hundred and forty-six thousand dollars, the station is approximately a hundred and sixty-one thousand, and the inventory is approximately \$1.2. (Transcript - Q&A 83, p.42-43)

[15] It may be noted that Sempra in its application states that:

Sempra Atlantic believes that it could, if it moved immediately to resell or restock the materials in the Inventory, realize approximately \$870,000. The longer the Inventory is held the less value one can realize from efforts to resell or restock.

(Ex. S-1, p.18, para. 2)

[16] The upper price limit of \$2,000,000 for included assets other than inventory remains in effect indefinitely.

2.3 Maintenance

[17] Sempra's submission with respect to maintenance (with which the Province has agreed) is that the following arrangements should be a term of franchise surrender:

- 3.(a) Until the earlier of the sale to a subsequent franchise holder (or potential franchise holder) or June 30, 2003 in the case of the Inventory and December 31, 2003 in the case of the Remaining Sempra Atlantic Assets, Sempra Atlantic shall maintain the said assets at its expense. Such maintenance shall include:
 - (i) "Call Before You Dig" program that responds to pipeline location requests,
 - (ii) weekly patrol of the line,
 - (iii) monthly pressure tests,all of this being understood and agreed that the pipe in the ground and interconnection facility shall be maintained in an as-is state as they exist at the date of this Agreement.
- (b) As between the Province and Sempra Atlantic, Sempra Atlantic shall be solely responsible for any loss or damage associated with all of the Sempra Atlantic Assets until June 30, 2003, and the Remaining Sempra Atlantic Assets until December 31, 2003.
- (c) For greater clarity, maintenance costs up to June 30, 2003 shall include the warehousing costs associated with the Inventory.
- (d) The Province will contribute an amount not to exceed \$30,000 for maintenance of the Sempra Atlantic Assets for the period January 1, 2003 to December 31, 2003. It is understood and agreed that this contribution for the year 2003 shall be paid towards the first Thirty Thousand (\$30,000) Dollars of costs incurred by Sempra Atlantic in fulfilment of its obligations provided for in this paragraph 3. Upon request, Sempra Atlantic will provide evidence of proof of the maintenance costs to the Province of Nova Scotia.

(Exhibit S-1, p.16)

[18] Gary Highfield gave evidence regarding the importance of proper maintenance of Sempra's assets.

I think one thing we need to keep in mind through this is it's Sempra's intention that it be able to sell this system to a future gas distributor. For that system to be of value to a gas distributor, it will have to be -- it'll have to be subject to a leave to operate from this Board.. . . And the Board will have to be satisfied that that pipe is being maintained and taken care of in an appropriate manner. So it's in everyone's best intentions that the Board is fully aware of what's going on with this pipeline so it has that value to that future distributor.

(Transcript - p.70, Q & A.173 to Q & A. 174)

[19] Under cross-examination, Mr. Highfield stated that following certification of the installed distribution system by ECI, Sempra carried out a scheduled maintenance program. He confirmed that to his knowledge, from the time of the initial testing to the hearing date, no damage to the distribution piping had occurred.

[20] Mr. Connors stated that Sempra has engaged Mr. Highfield as a "Consultant" to carry out a planned maintenance program to ensure the integrity of the pipe following the franchise surrender. Mr. Highfield's duties and remuneration are detailed in a Services Agreement dated November 1, 2001 (Exhibit S-9.) The contract provides for certain maintenance activities to be directly performed by Mr. Highfield, or in his absence, Ms. Rollings.

[21] Mr. Highfield indicated that if an unusual event, such as damage to the piping occurs, an installation contractor, Sandale Utility Products Inc., will be retained to effect the repairs. Mr. Highfield said he personally has been given the responsibility by Sempra to direct, coordinate and supervise the repair process to ensure conformance with the manufacturer's procedures.

[22] Mr. Highfield told the Board that a “Call Before You Dig” program has been in place and operational since November 2000 in HRM. The program includes a public awareness campaign to inform and educate the public concerning the need to contact Sempra prior to conducting excavations in the vicinity of in-ground pipe. He stated that Sempra has recently notified the Halifax Utilities Coordinating Committee that this service is being maintained (an excavating contractor informational session is tentatively planned for Spring 2002) notwithstanding Sempra’s application to surrender its franchise. The “Call Before You Dig” telephone listing in Sempra’s name will be continued. Mr. Highfield said that he was developing a “line location” form to record the location of the pipe which will be provided to the contractors in the field and will serve as an acknowledgment on behalf of the contractor that the location has been confirmed. The line location form, together with specific excavation guidelines which provide instructions and precautions to be taken when excavating in proximity of distribution system piping, were subsequently filed as Undertaking U-2.

[23] Mr. Highfield indicated that Sempra personnel have regularly monitored the approximately 15 kilometers of in-ground piping with a view to detecting evidence of activity in the vicinity of the distribution system such as excavations or other signs of ground disturbance. Following franchise surrender, the proposed frequency of patrolling and inspections is to be once per week, with a monthly report to be submitted to Sempra by Mr. Highfield.

[24] Mr. Highfield confirmed that both sections of the distribution system in Crichton Park and Burnside Industrial Park are currently pressurized with air. A drop in

pressure would indicate the pipes have been damaged. Mr. Highfield confirmed that his ongoing responsibilities include weekly verification that the pressure remains constant in the two systems.

2.4 Sale/Abandonment

[25] As has been noted, the agreement between Sempra and the Province provides for an upper limit of \$2,250,000 for the sale of Sempra's assets, and provides for the maintenance of the inventory, at Sempra's expense, until June 30, 2003 and other included assets until December 31, 2003. In the event the assets have not been sold by January 1, 2003, the Province has agreed to reimburse Sempra up to \$30,000 for asset maintenance during the year 2003. If, at the end of 2003, the assets remain unsold, Sempra may elect to continue to maintain them at its own cost (Exhibit S-1, p.18), but also has the option of abandoning the installed pipe, without any further liability.

[26] Sempra confirmed it is also requesting that the Board approve abandonment of these assets without the requirement to remove the in-ground pipe.

[27] The specific abandonment recommendation, as set out in the agreement, is as follows:

4. Post-December 31, 2003
 - (a) In the event that no subsequent franchise holder in Nova Scotia has acquired the Remaining Sempra Atlantic Assets, or any portion thereof, by December 31, 2003 in accordance with this agreement, the Remaining Sempra Atlantic Assets shall, subject to paragraph 5, thereafter be the sole responsibility of Sempra Atlantic. The Province of Nova Scotia will assume no further contribution towards maintenance beyond December 31, 2003.
5. Non-Removal of the Installed Pine

- (a) Provided the pipe installed in Dartmouth has not already been sold in accordance with this Agreement, and subject to the Board being satisfied that appropriate pipe abandonment procedures have been implemented, Sempra Atlantic will have the right, following December 31, 2003, to abandon the aforementioned pipe upon providing written notice to the Board. For purposes of this Agreement, "notice" shall be 30 days. Following the expiration of the notice period Sempra Atlantic shall be deemed to have no more right, title or other interest in the pipe and shall be released from any and all liability (for which it may be properly released by the Board) for the installed pipe from the date of the abandonment forward. Without limiting the generality of the foregoing from the date of abandonment, Sempra Atlantic shall have no liability for the payment of any municipal taxes and fees for the presence of its pipe in the rights-of-way of Halifax Regional Municipality ("HRM").
- (b) Subject to subsection 5(a), the Province agrees that it will not issue any Order, seek any remedy or attempt to obtain any related relief, or assist a third party in obtaining an Order which would require Sempra Atlantic to remove the portions of a gas distribution system presently installed "in ground" in Nova Scotia.
- (c) For greater certainty "appropriate pipe abandonment procedures" shall be the giving of notice to both the Province and HRM at the time it is given to the Board and de-pressuring of the "in ground" portions of pipe, in accordance with general industry practice.
- (d) The Province (subject to obtaining the agreement of HRM with respect to matters referred to in paragraph 5 herein) will support Sempra Atlantic in seeking an Order from the Board as part of the surrender application that includes the provisions of paragraph 5(a). It is understood that, provided the Board grants the Order referred to in paragraph 5(a), no further proceeding will be required upon the Board being advised that Sempra Atlantic has elected to abandon the installed pipe and upon it being satisfied that appropriate abandonment procedures have been implemented.
- (e) It is the intention of this Agreement that, other than as may be necessary for repairs and maintenance and subject to the general oversight powers of the Board, Sempra Atlantic shall not be required to remove any of the portions of the gas distribution system presently installed "in ground" in Nova Scotia.
[Exhibit S-1, Appendix B, #4(a) & #5(a)-(e)]

2.5 Other

2.5.1 Non-Intervention

[28] The agreement between the Province and Sempra provides for non-intervention by the Province in negotiations between Sempra and a subsequent franchise holder or a potential franchise holder concerning the sale of Sempra's assets. The Province has also agreed not to take any action which might reduce the value of Sempra's assets.

2.5.2 HRM

[29] In a letter dated October 25, 2001 (Exhibit S-11) HRM, through its then Acting CAO, stated that:

I have reviewed the terms of your proposed agreement with the province, forwarded to me on October 23, 2001. In respect to those specifications, I confirm that HRM has no issue with these understandings as they may be agreed to between Sempra and the Province.
(Exhibit S-11)

[30] Sempra submits that the letter confirms acceptance of the agreement by HRM.

3.0 FINDINGS AND DIRECTIVES

[31] After carefully reviewing the evidence filed in support of the surrender application, the Board is satisfied that the provisions of the October 25, 2001 agreement between Sempra and the Province relating to the identification, valuation, maintenance and, ultimately, sale or abandonment of Sempra's assets are reasonable and in

accordance with the **Regulations**. The Board is also satisfied that it is in the public interest to accept Sempra's surrender of its full regulation class franchise on the terms and conditions set out in the agreement, and which agreement is set out in Appendix B to this decision.

[32] It should be noted that the Board may require a new franchise holder to complete a re-certification process with respect to Sempra's inventory of pipe and equipment, the pressure-testing of the in-ground pipe and such other matters as the Board may deem warranted.

[33] In order to facilitate the use of Sempra's pipe and inventory by a future franchisee, the Board finds that the following additional directives are warranted:

1. Sempra or its Consultant shall notify the Board immediately upon becoming aware that any damage has occurred to its distribution system facilities in Crichton Park or Burnside Industrial Park in Dartmouth. Notice shall also be provided to the Board of any required repairs or modifications to these facilities. Such notice shall allow sufficient time to arrange to have a Certifying Authority present, on site, while the work is being performed. All such work must comply with the relevant **Acts** and **Regulations**. Sempra or its Consultant shall file a written report with the Board describing the damage and the repairs made. Any revisions to as-built drawings pertaining to pipeline relocations shall also be filed with the Board (and the Halifax Utilities Coordinating Committee) within 30 days of the revision.
2. Sempra shall maintain its emergency telephone line listing for purposes of contacting Sempra or its Consultant. Sempra shall also make every reasonable effort to continue its public awareness campaign relating to the "Call Before You Dig" program.
3. Sempra or its Consultant shall inspect the in-ground piping at least once per week. Any activity which may cause damage or impair the integrity of the pipe shall be identified in a monthly report to the Board. This report shall include a copy of all reports submitted to Sempra as a result of these checks.

4. Sempra or its Consultant shall verify, at least once a week, that the pressure in the distribution system facilities located in Crichton Park and Burnside Industrial Park is being maintained. Sempra or its Consultant shall file with the Board a copy of all reports submitted to Sempra relating to these pressure verification checks on a monthly basis. Sempra or its Consultant shall notify the Board immediately if there is a significant change in pressure. Sempra or its Consultant shall determine the cause of the pressure variation and provide a written report to the Board concerning same within two weeks including a copy of any reports submitted to Sempra as a result of the change in pressure.
5. Should Sempra notify the Board that it intends to abandon the in-ground pipe after December 31, 2003, the abandonment shall be in accordance with the relevant **Acts** and **Regulations** and general industry practices.
6. Written reports by Sempra or its Consultant during the maintenance period shall contain sufficient detail to enable the Board to confirm whether the distribution system was repaired in accordance with industry standards and the relevant **Acts** and **Regulations**, that the personnel conducting the repairs were fully qualified, and that proper tools and equipment were used. To ensure continuity and confirmation of the ongoing integrity of the system, a representative of the Certifying Authority shall attend at the site of any and all damage to the pipe to monitor and record the repair process.
7. Sempra or its Consultant shall maintain records of the line location requests documented on the line location forms and submit copies to the Board for review on a quarterly basis.

4.0 CONCLUSION

[34] Pursuant to **Section 19** of the **Regulations**, the Board accepts the surrender of Sempra's full regulation class franchise in accordance with the terms and conditions set out in the agreement between the Province of Nova Scotia and Sempra dated October 25, 2001, and in accordance with the findings and directives set out above.

[35] An Order will issue accordingly.

DATED at Halifax, Nova Scotia, this 26th day of February, 2002.

John A. Morash, C.A., Chair

Margaret A. M. Shears, Vice-chair

John L. Harris, Q.C., Member

INTERVENORS

AltaGas Services Inc.

Gerry Malin, Vice-President

Town of Amherst

Roger MacIsaac, Director
Economic Development and Tourism
Brian S. Creighton
Creighton Shatford Drysdale

Canadian Association of Petroleum Producers

Brian Troicuk, Manager, Natural Gas

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