



Ontario Energy Board Commission de l'énergie de l'Ontario

DECISION AND ORDER

EB-2014-0182

UNION GAS LIMITED

Application for leave to construct a natural gas pipeline and ancillary facilities in the Town of Milton and the Town of Oakville and for approval to recover the cost consequences of the development of the proposed Burlington Oakville Project.

BEFORE: **Emad Elsayed**
 Presiding Member

Christine Long
 Member

December 17, 2015

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1 INTRODUCTION AND SUMMARY

Union Gas Limited (Union) applied to the Ontario Energy Board (OEB) on December 12, 2014 under section 90(1) of the *Ontario Energy Board Act, 1998* (the Act) for leave to construct approximately 12 kilometres of a 20 inch pipeline and ancillary facilities extending from Union's Parkway West compressor station, situated in the Town of Milton, to Union's Bronte Gate Station, located in the Town of Oakville (the Project). A map of the Project is attached as Schedule A.

Union stated that the Project is needed to ensure the continued reliable and secure delivery of natural gas and to serve the increasing demand in the Town of Oakville and the City of Burlington as well as the southern portion of the Town of Milton (the Burlington Oakville area). The total estimated cost of the Project is \$119.5 million with a projected in-service date of November 1, 2016. Union also sought approval, under section 36 of the Act, to recover the cost consequences of the Project from ratepayers and to establish a deferral account to track any variance between the estimated costs embedded in rates and the actual annual revenue requirement of the Project.

One of the issues that arose in this application was whether there was a non-facilities alternative to the Project. Specifically, the question was raised as to whether Union's customers are best served through the proposed pipeline's capacity or the capacity acquired on a contractual basis from TransCanada PipeLines Limited (TransCanada). A map of the interconnection of TransCanada and the Project is attached as Schedule B.

For the reasons set out below, the OEB finds that the construction of the Project is in the public interest in terms of providing security of supply at the lowest cost. More detailed OEB findings are provided in the following sections in accordance with the approved issues list. The OEB grants leave to construct, subject to the Conditions of Approval, which are attached as Schedule C.

2 THE PROCESS

A Notice of Application was issued on January 13, 2015 and was served and published as directed.

The Association of Power Producers of Ontario (APPrO), Building Owners and Managers Association, Greater Toronto (BOMA), Canadian Manufacturers and Exporters (CME), Enbridge Gas Distribution Inc. (Enbridge), Federation of Rental-housing Providers of Ontario (FRPO), City of Kitchener (Kitchener), London Property Management Association (LPMA), North Oakville Community Builders Inc. (NOCBI), School Energy Coalition (SEC), TransCanada Energy Ltd. (TCE), TransCanada and Vulnerable Energy Consumers Coalition (VECC) applied and were granted intervenor status.

The OEB found that APPrO, BOMA, CME, FRPO, SEC, LPMA and VECC are eligible to apply for an award of costs under the OEB's *Practice Direction on Cost Awards*.

On February 19, 2015 the OEB set the schedule and issued a draft issues list for comments.

The issues list was finalized on March 10, 2015. This Decision and Order (the Decision) addresses each of these issues. One of the issues on the list generated a significant level of discussion and evidence and was the subject of a motion and an oral hearing. This was Issue 4 on the list which stated "What are the facilities and non-facilities alternatives to the proposed facilities? Have these alternatives been adequately assessed and are any preferable to the proposed facilities, in whole or in part?"

In addressing Issue 4, two of the intervenors, OGVG and CME, retained an expert who filed evidence on a non-build alternative to the Project. Under the non-build alternative, Union would contract for new TransCanada firm transportation (FT) service from Niagara instead of constructing the new pipeline.

An oral hearing was held on September 24 and September 25, 2015. Union filed Argument-in-Chief on September 10, 2015. Intervenors and OEB staff filed written submissions on September 25, 2015. The process was concluded with Union's written reply submission filed on October 13, 2015.

3 STRUCTURE OF THE DECISION

The Decision is structured based on the Final Issues List for this proceeding.

Issue 1 – Are the proposed facilities needed?

Union filed evidence to support its position that the Project is needed to ensure the security of supply to its customers in the Burlington Oakville area both in the short-term and long-term. Union indicated that the 2014/2015 and 2035 design day needs of the system are 198 TJ/d and 276 TJ/day, respectively. Union noted that the average annual growth for the period up to 2030 is 4 TJ/d and after 2030 the growth declines to 2.8 TJ/d.

The current demand on the Burlington Oakville area is met by utilizing a combination of long-haul and short-haul transportation arrangements with TransCanada, as well as utilizing Union's existing 8 inch and 12 inch pipelines that feed the area from its Dawn-Parkway system. Union's existing renewable firm short-haul transportation capacity provided by TransCanada totals 84 TJ/d and its long-haul renewable firm capacity is 70 TJ/d. Union's 8 inch and 12 inch pipelines collectively provide 54 TJ/d of capacity.

Union has indicated that TransCanada has recently split the Central Delivery Area (CDA), in which Burlington and Oakville are situated and these now reside in a new Eastern Central Delivery Area (ECDA), which limits the flexibility that Union has previously had to optimize contracts between Union's North and South franchise areas.

The combined effect of the increased demand and limited flexibility is that Union will likely have a shortfall of 65 TJ/d for the 2016/2017 winter.

The Project would provide sufficient capacity, along with its existing 8 inch and 12 inch pipelines to allow it to directly serve the 2035 design day of the Burlington Oakville area without any incremental transportation on TransCanada.

No party has taken issue with the need to address the long term need and security of supply in the Burlington Oakville area. The only issue is whether Union's Project is appropriate compared to other available alternatives. This is dealt with under Issue 4.

Finding

The OEB finds that Union has adequately demonstrated the short and long-term need to ensure the security of supply in the Burlington Oakville area. This is based on the lack of renewable firm short-haul transportation services in the short term, and expected customer growth in the long term.

Issue 2 – Do the proposed facilities meet the Board’s economic tests as outlined in the Filing Guidelines on the Economic Tests for Transmission Pipeline Applications, dated February 21, 2013, as applicable?

Union stated that the *Filing Guidelines on the Economic Tests for Transmission Pipeline Applications, dated February 21, 2013* (Transmission Guidelines) are not applicable because the Project is not a transmission pipeline. Union noted that the Transmission guidelines define transmission pipelines as pipeline projects that provide transportation services and move gas on behalf of other shippers within Ontario which is not the case in this Project. Union further stated that the EBO 188 *Guidelines for Assessing and Reporting on Natural Gas System Expansion in Ontario, January 1998* (EBO 188) for economic assessment of distribution system expansion should not apply to the Project because it is needed primarily to replace contracted supply services to satisfy an existing demand which does not result in incremental revenues.

The appropriate economic assessment, in Union’s view, is a comparison of pipeline construction costs against the avoided cost of purchasing the services (i.e. build vs. buy analysis). Union’s evidence included a Net Present Value (NPV) analysis of the Project cost and its alternatives which showed that the Project has a NPV economic benefit of \$48.7 million over the life of the Project compared to short-haul commercial arrangements from Parkway on TransCanada’s system.

Union also submitted that the Project is the least cost alternative by at least \$68 million on an undiscounted basis and \$5 million on a discounted basis when compared to the alternative proposed by OGVG/CME based on supply sourced at Niagara.

No party has taken issue with Union’s position that the Transmission Guidelines do not apply to the Project. However, there were different views regarding the NPV analysis conducted by Union. This is addressed under Issue 4.

Finding

The OEB agrees with Union’s interpretation of the Transmission Guidelines applicability in this case including the use of the build vs. buy NPV analysis to assess the economics of the Project.

Issue 3 – What are the potential rate impacts to customers? Are the rate impacts appropriate?

Union calculated the potential rate impacts using the largest annual revenue requirement of \$8.5 million (in 2018) and the minimum of projected avoided gas transportation costs of \$11.4 million.

According to Union’s projections, the bill impacts of the Project are as follows:

- i) a decrease of \$6.82 per year for an average Rate M1 sales service residential customer, consuming 2,200 m³ per year, in Union South,
- ii) an increase of \$2.43 per year for Rate M1 direct purchase service residential customer, consuming 2,200 m³ per year, in Union South,
- iii) a decrease of \$2.27 per year for Rate 01 direct or sales purchase service residential customer, consuming 2,200 m³ per year, in Union North

Union also noted that the Project will result in net annual savings of approximately \$2.9 million.

Other than proposing a non-build alternative, which is addressed under Issue 4, no party has taken issue with the appropriateness of the estimated rate impacts of the Project.

Finding

The OEB finds that the rate impacts associated with the Project are appropriate based on the fact that the net impact on Union's customers is favourable.

Issue 4 – What are the facilities and non-facilities alternatives to the proposed facilities? Have these alternatives been adequately assessed and are any preferable to the proposed facilities, in whole or in part?

Union presented commercial alternatives to the Project which included four short-haul firm alternatives and one long-haul alternative. None of Union's short-haul alternatives included transportation service from Niagara to Union ECDA.

Of the five commercial alternatives evaluated, the least cost option was \$48.7 million more than Union's Project on a NPV basis.

OGVG and CME Evidence prepared by their expert, Ms. Cheung, presented a non-build alternative to Union's Project. Under the non-build alternative, Union would contract for new TransCanada FT service from Niagara to the newly created Union ECDA instead of constructing the Project. Under that alternative, the entire Burlington-Oakville market would be served from gas sourced at Niagara instead of Dawn. Ms. Cheung's evidence indicated that the non-build alternative could save Union's customers in the range of \$4.0 million to \$12.8 million annually over Union's proposal assuming a demand of 276 TJ/day.

OEB staff and the majority of intervenors either supported or did not oppose the Project.

It was noted by OEB staff that Ms. Cheung's analysis did not include the \$8.5 million for the 135 TJ/day of Kirkwall to Union amended CDA short-haul transportation capacity.

Ms. Cheung's rationale for not including this cost was an assumption that if the Project did not proceed, then Union would not be obligated to contract for the 135 TJ/day of Kirkland to Union amended CDA capacity. In its reply evidence, Union identified three fundamental issues with the non-build alternative:

- The non-build alternative would disconnect the Burlington Oakville system from Dawn.
- The non-build alternative does not align with Union's Gas Supply Planning Principles as it:
 - Would move up to 77% of Union Upstream transportation and supply portfolio away from Dawn
 - Cannot be operationalized without using additional assets which would make the non-build alternative more expensive.
 - Would decrease the diversity and security of Union's upstream transportation and supply portfolio.
- The non-build alternative omits the \$8.25 million annual cost of the 135TJ/day transportation contract from Kirkwall to Union Amended CDA.

It was also pointed out by OEB staff that the major flaw of the non-build alternative is that it does not appropriately address the daily balancing of supply and demand. As Union put it, the non-build alternative would need to be "operationalized" and in doing so would become more expensive than the Union proposal.

Ms. Cheung's evidence indicated that Union could contract for 276 TJ/d from Niagara to Union ECDA instead of building the proposed pipeline from Parkway to Bronte. There was no mention in Ms. Cheung's evidence as to how Union would balance supply and demand on a daily basis. In response to an interrogatory from Union, Ms. Cheung identified that on days when supply exceeds demand, Union would move the excess gas on TransCanada to Kirkwall. From there it could be moved back to storage. During the oral hearing, Union's witness panel stated that this service from TransCanada is not a firm service and therefore, the daily balancing of supply and demand would not be guaranteed. It was also noted by OEB staff that no costs for this service were included in Ms. Cheung's analysis.

In its reply evidence, Union attempted to "operationalize" the non-build alternative and, in doing so, demonstrated that it would cost \$9.7 million more annually (\$35.7 million versus \$26.0 million) than the Union proposal. The \$35.7 million included the \$8.25 million for the 135 TJ/d of Kirkwall to Union Amended CDA capacity. Union asserted that the \$8.25 million still needed to be included even if the Project did not proceed since it felt that TransCanada would eventually impose a toll on volumes moving from Kirkwall to the Union Amended CDA. Union noted, however, that regardless of whether

the \$8.25 million is included or not, the “operationalized” non-build alternative is still more expensive than the Project.

In its final argument, FRPO submitted that additional evaluation should be conducted to further delineate the non-build alternative as compared to the Project. FRPO indicated that there are questions regarding the true cost of the Project. Union replied that the Project should not be deferred. Apart from Union’s submission that the non-build alternative is not viable, Union also submitted that the Burlington Oakville area is one of the fastest growing areas in the Province and that urban growth in the area could make it difficult to maintain an acceptable route for the Project. Union also pointed out that proceeding with the Project now would lock the costs for the ratepayers for the next 40 years in 2016 dollars.

BOMA submitted that Union has not shown that the no-build alternative is not technically doable, and that Union has improperly included the \$136 million sixteen year compensation to TransCanada (\$8.5 million per year) for lost revenue in the non-build case, whereas the Settlement Agreement explicitly confines it to the case when Union builds the Project.

Union replied that BOMA’s submissions are premised on two incorrect assumptions; (i) Union must show that the non-build alternatives are not technically doable, and (ii) Union has improperly included the cost of the Kirkwall to Union CDA contract. With respect to the first assumption, Union submitted that the focus is not whether the contractual alternatives are doable. The focus is whether they are more economic relative to the Project, which they are not, according to Union. With respect to the second assumption, Union submitted that the cost of the Kirkwall contract has been excluded from the comparative economic analysis since it is a common cost to both the Project and the non-build alternative.

Finding

The OEB finds that Union has adequately assessed a number of alternatives to the Project and that none of these alternatives is preferable to the Project.

These alternatives included a variety of commercial alternatives which showed that the Project has an advantage of at least \$48.7 million on an NPV basis.

Union also assessed the non-build alternative proposed by OGVG and CME and concluded that this alternative is not viable and when “operationalized”, is uneconomic relative to the cost of the Project.¹ A major flaw of the proposed non-build alternative, as pointed out by several parties, is that it does not take into account the daily balancing of

¹ EB-2014-0182 Union Gas Limited, Reply Argument, October 30, 2015, paragraphs 3 and 4.

supply and demand. According to Union, when this alternative is “operationalized” to achieve this balance, it would cost \$9.7 million more annually than the Project.

Union also assessed the alternative of deferring the Project and concluded that, apart from the risk associated with a non-build alternative in the meantime, there are also risks of accelerated urban growth in the area which would impact routing of the pipeline as well as cost escalation.

Issue 5 – Do the facilities address the OEB Environmental Guidelines for Hydrocarbon Pipelines as applicable?

In accordance with the OEB’s Environmental Guidelines² Union conducted and completed routing, environmental assessment and consultation for the Project. The Environmental Report (ER) was prepared by Stantec Consulting Limited (Stantec). The ER was reviewed by the Ontario Pipeline Coordination Committee (OPCC), the Region of Halton, Town of Milton, Town of Oakville, Conservation Halton, affected landowners, First Nations and the Métis Nation of Ontario.

Municipalities raised concerns about a portion of the pipeline route along Trafalgar Road. In response to these concerns Union asked Stantec to adjust the proposed preferred pipeline route and completed a revised ER. The revised ER was prepared and reviewed in accordance with the OEB Environmental Guidelines.

OEB staff submitted that it had no concerns regarding environmental matters, subject to Union’s implementation of its standard environmental inspection program and Union’s adherence to OEB’s standard conditions of approval dealing with environmental matters (see Issue 11 and Schedule C).

Finding

The OEB finds that Union has adequately addressed the environmental issues through its proposed mitigation and restoration program and its commitment to implement the ER and OPCC recommendations. Union is also committed to adhere to the OEB standard conditions of approval contained in the attached Schedule C related to mitigation and construction monitoring and reporting.

The OEB is aware that other approvals will be required for the Project. The OEB finds that Union’s compliance with the Conditions of Approval will ensure that the requirements of other approvals, permits, licences, and certificates are fully addressed.

² Environmental Guidelines for the Location, Construction and Operation of Hydrocarbon Pipelines and Facilities in Ontario, 6th edition, 2011.

Issue 6 - Are there any outstanding landowner matters for the proposed facilities with respect to routing and construction matters? For greater clarity, landowners include parties from whom permits, crossing agreements and other approvals are required.

Union submitted that any concerns that may be raised by directly affected landowners during construction will be recorded and addressed by implementing Union's Landowner Relations Program (LRP) and associated Complaint Resolution System (CRS). OEB staff noted that the LRP and CRS have been successfully implemented by Union during construction of other pipeline projects. OEB staff also noted that Conditions 6a) ii-iv and 6b) v. in Schedule C require post-construction reports that demonstrate and describe how routing and construction matters and issues were monitored, addressed, and resolved.

Most of the land rights required for construction of the Project are on Crown Lands administered by Infrastructure Ontario. Some of the land rights are on privately owned lands. At this time, Union has not obtained all the necessary permanent or temporary land rights. Union is in the process of negotiations with Infrastructure Ontario and with private landowners and indicated that no objections to granting easement rights have been expressed by the landowners. Union intends to acquire the land rights in advance of the start of construction.

Union is committed to obtaining all the necessary crossing permits or agreements with Provincial Ministries, Oakville, Milton, the Regional Municipality of Halton, and the City of Mississauga. Condition 6a) v. in the attached Schedule C requires that, in the post construction report, Union provide a certification that all the necessary approvals, permits, licences and certificates required to construct, operate and maintain the Project are obtained.

Finding

The OEB finds that Union has put in place appropriate mechanisms to monitor, address and document landowner related matters. Union also committed to acquiring all the necessary land rights before the start of construction. The OEB, therefore, has no concerns regarding landowner matters.

Issue 7 - Is the form of easement agreement offered by Union or that will be offered by Union to each owner of land affected by the approved route or location appropriate?

Pursuant to Section 97 of the Act, leave to construct cannot be granted to Union unless Union has offered or will offer to each owner of land affected by the approved route an agreement in a form approved by the OEB.

Union has applied for OEB's approval of the form of easement that Union offered or will be offering to landowners affected by the route of the Project.

Finding

The OEB approves the form of easement agreement provided by Union. Union used the same form of easement agreement in this application as it did in another proceeding which was approved by the OEB.³

Issue 8 - Are the proposed facilities designed in accordance with current technical and safety requirements?

Union's evidence is that the Project meets current design and safety requirements in accordance with the *Ontario Regulation 210/01, Oil and Gas Pipeline Systems* under the Technical Standards and Safety Act and the Canadian Standards Association Z662-11 Standard in accordance with the Code Adoption document under the Ontario Regulations.

Finding

The OEB finds that Union has provided adequate evidence to address this issue.

Issue 9 - Has there been adequate consultation with other potentially affected parties?

As part of the project planning, environmental assessment and route selection process Union conducted public and agency consultation as well as consultation with potentially affected Métis and First Nations. The consultation informed the stakeholders about the Project, sought comments so that concerns and issues can be addressed and resolved.

Union confirmed that it will continue to consult with the First Nations and the Métis Nation throughout the Project to ensure that any concerns are addressed and issues resolved. Union agreed that the First Nations monitors will be present during its

³ The OEB has approved the same form of easement agreement for Union's Sarnia Expansion Project (the OEB Decision and Order, EB-2014-0333, February 26, 2015).

archeological surveys, at their request, and will compensate the First Nations' monitors for their time. No First Nations or Métis Nation representatives intervened in this proceeding.

Union has executed Capacity Funding Agreements with the First Nations that requested the funding to review the documentation for the Project. Union also noted that during construction it will have inspectors on site to deal with any construction issues that landowners may raise.

Finding

The OEB finds that Union has adequately consulted with potentially affected parties including First Nations and Métis Nation. There does not appear to be any outstanding concerns and Union has expressed a commitment and put measures in place to deal with any issues or concerns that come up during the execution of the Project.

Issue 10 - Does the project meet the capital pass-through mechanism criteria for pre-approval to recover the cost consequences of the proposed facilities?

Union requested approval of the recovery of the costs consequences of the Project and a variance account to capture the difference between estimated and actual cost of the Project. Union submitted that the Project meets the capital pass-through criteria as determined from Union's 2014-2018 Incentive Regulation Mechanism (IRM) proceeding (EB-2013-0202). OEB staff and CME supported that position.

Finding

The OEB finds that Union's evidence shows that the Project satisfies all the capital pass-through criteria and qualifies for cost recovery.⁴

The OEB notes that the OEB has already approved the establishment of a deferral account to track the difference between the actual revenue requirement and the revenue requirement included in rates for the Project⁵. This determination was made prior to the approval of the Project because of the exceptional inclusion in rates of the revenue requirement of the Project for 2016. This treatment ensured that this difference would be tracked irrespective of the decision made in this proceeding. As such, no further approval is necessary.

⁴ EB-2014-0182, Union Gas Limited Argument in Chief, October 2, 2015, pages 18-19.

⁵ EB-2015-0116 Decision and Rate Order, dated December 3, 2015

Issue 11 – If the Board approves the proposed facilities, what conditions, if any, are appropriate?

Recently, the OEB introduced a new set of standard conditions of approval for leave to construct applications under Section 90 of the Act. The new set of the standard conditions is attached as Schedule C to this Decision. Union confirmed in its reply argument in this proceeding that it accepts these standard conditions of approval.

Finding

The OEB is satisfied with Union's acceptance of the OEB's standard conditions of approval.

4 ORDER

THE BOARD ORDERS THAT:

1. Union Gas Limited is granted leave, pursuant to subsection 90(1) of the Act, to construct 20 inch pipeline and ancillary facilities in the Town of Milton and the Town of Oakville as shown in Schedule A. Leave to construct is subject to the Conditions of Approval set forth in Schedule C.
2. Union Gas Limited is granted approval, pursuant to section 36 of the Act, of the recovery of the costs consequences of the Project beginning from the date that the as-constructed facilities are placed in service.
3. Union Gas Limited shall pay the OEB's costs incidental to this proceeding upon receipt of the OEB's invoice.
4. A decision regarding cost awards will be issued at a later date. Intervenors shall file with the OEB and forward to Union their respective cost claims by **December 29, 2015**. Cost claims must be prepared in accordance with the OEB's Practice Direction on Cost Awards.
5. Union will have until **January 5, 2016** to object to any aspect of the cost claims. A copy of the objection must be filed with the OEB and one copy must be served on the party against whose claim the objection is being made.
6. Any party whose cost claim was objected to will have until **January 12, 2016** to make a reply submission as to why the cost claim should be allowed. One copy of the submission must be filed with the OEB and one copy is to be served on Union.

All filings with the OEB must quote the file number EB-2014-0182, and be made through the OEB's web portal at <https://www.pes.ontarioenergyboard.ca/eservice/>, and consist of two paper copies and one electronic copy in searchable / unrestricted PDF format. Filings must be received by the OEB by 4:45 p.m. on the stated date. Parties should use the document naming conventions and document submission standards outlined in the RESS Document Guideline found at www.ontarioenergyboard.ca.

If the web portal is not available, parties may e-mail their documents to the attention of the OEB Secretary at BoardSec@ontarioenergyboard.ca . All other filings not filed via the OEB's web portal should be filed in accordance with the OEB's Practice Directions on Cost Awards.

DATED at Toronto December 17, 2015

ONTARIO ENERGY BOARD

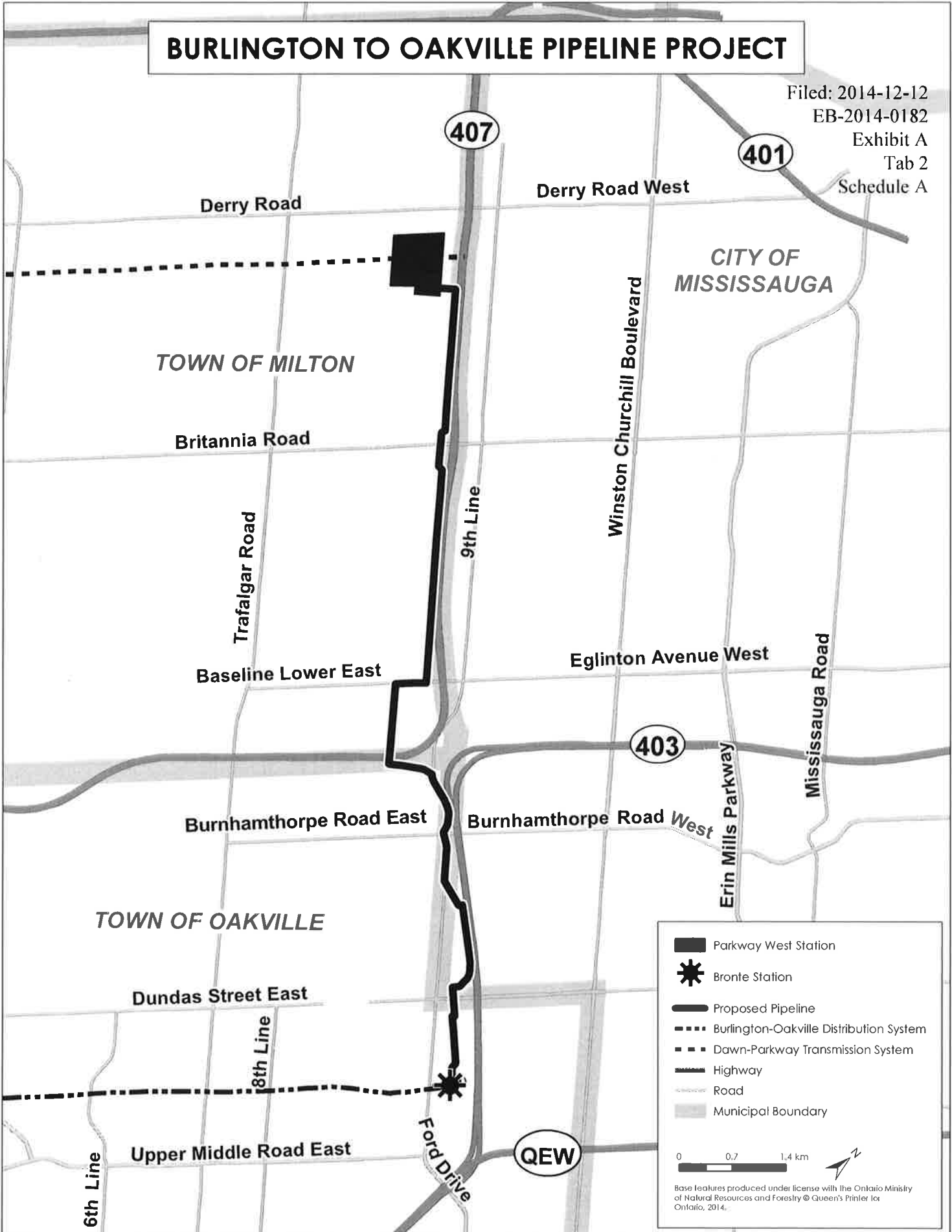
Original Signed By

Kirsten Walli
Board Secretary

SCHEDULE A
DECISION AND ORDER
UNION GAS LIMITED
EB-2014-0182
DECEMBER 17, 2015

BURLINGTON TO OAKVILLE PIPELINE PROJECT

Filed: 2014-12-12
 EB-2014-0182
 Exhibit A
 Tab 2
 Schedule A

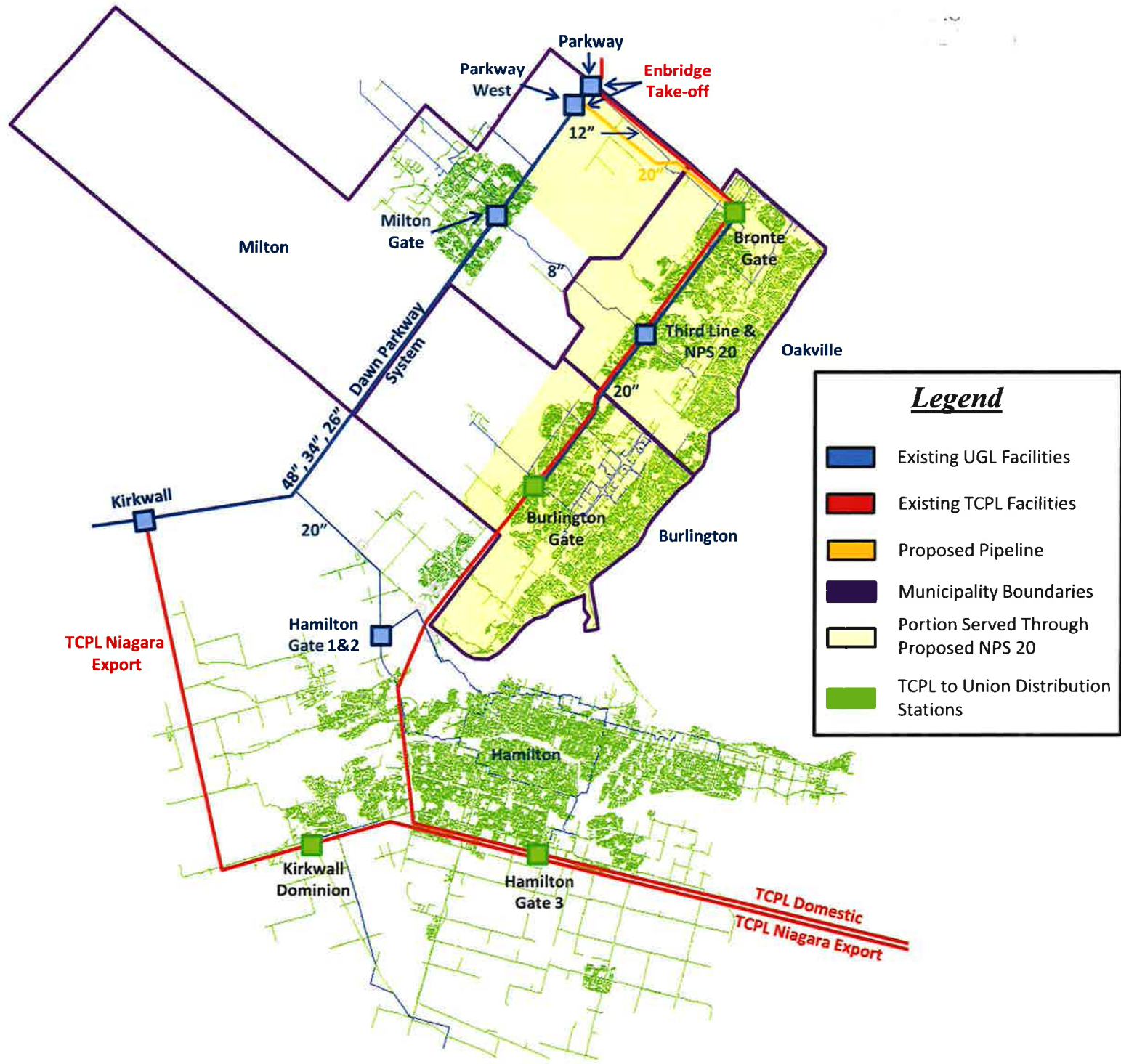


	Parkway West Station
	Bronte Station
	Proposed Pipeline
	Burlington-Oakville Distribution System
	Dawn-Parkway Transmission System
	Highway
	Road
	Municipal Boundary

0 0.7 1.4 km

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SCHEDULE B
DECISION AND ORDER
UNION GAS LIMITED
EB-2014-0182
DECEMBER 17, 2015



SCHEDULE C
DECISION AND ORDER
UNION GAS LIMITED
EB-2014-0182
DECEMBER 17, 2015

Leave to Construct Conditions of Approval
Application under Sections 90 of the OEB Act
Union Gas Limited
EB-2014-0182

1. Union Gas Limited (Union) shall construct the facilities and restore the land in accordance with the Board's Decision and Order in EB-2014-0182 and these Conditions of Approval.

2. (a) Authorization for leave to construct shall terminate 12 months after the decision is issued, unless construction has commenced prior to that date.

(b) Union shall give the Board notice in writing:
 - i. of the commencement of construction, at least ten days prior to the date construction commences;
 - ii. of the planned in-service date, at least ten days prior to the date the facilities go into service;
 - iii. of the date on which construction was completed, no later than 10 days following the completion of construction; and
 - iv. of the in-service date, no later than 10 days after the facilities go into service.

3. Union shall implement all the recommendations of the Environmental Report filed in the proceeding, and all the recommendations and directives identified by the Ontario Pipeline Coordinating Committee review.

4. Union shall advise the Board of any proposed change to Board-approved construction or restoration procedures. Except in an emergency, Union shall not make any such change without prior notice to and written approval of the Board. In the event of an emergency, the Board shall be informed immediately after the fact.

5. Union shall file, in the proceeding where the actual capital costs of the project are proposed to be included in rate base, a Post Construction Financial Report, which shall indicate the actual capital costs of the project and shall provide an explanation for any significant variances from the cost estimates filed in this proceeding.

6. Both during and after construction, Union shall monitor the impacts of construction, and shall file with the Board one paper copy and one electronic (searchable PDF) version of each of the following reports:
 - a) a post construction report, within three months of the in-service date, which shall:
 - i. provide a certification, by a senior executive of the company, of Union's adherence to Condition 1;
 - ii. describe any impacts and outstanding concerns identified during construction;
 - iii. describe the actions taken or planned to be taken to prevent or mitigate any identified impacts of construction;
 - iv. include a log of all complaints received by Union, including the date/time the complaint was received, a description of the complaint, any actions taken to address the complaint, the rationale for taking such actions; and
 - v. provide a certification, by a senior executive of the company, that the company has obtained all other approvals, permits, licences, and certificates required to construct, operate and maintain the proposed project.

 - b) a final monitoring report, no later than fifteen months after the in- service date, or, where the deadline falls between December 1 and May 31, the following June 1, which shall:
 - i. provide a certification, by a senior executive of the company, of Union's adherence to Condition 3;
 - ii. describe the condition of any rehabilitated land;
 - iii. describe the effectiveness of any actions taken to prevent or mitigate any identified impacts of construction;
 - iv. include the results of analyses and monitoring programs and any recommendations arising therefrom; and
 - v. include a log of all complaints received by Union, including the date/time the complaint was received, a description of the complaint, any actions taken to address the complaint, the rationale for taking such actions.