

**Preamble:**

The majority of CAEPLA/SPLA's information requests (IRs) focus on the specific terms and conditions of the private agreements that will govern the relationships between landowners and NGTL in relation to land access and use for the Project. Many of these IRs reference what CAEPLA/SPLA refers to as "industry precedent". NGTL disagrees with this characterization and the contention the referenced provisions represent industry standard. CAEPLA has simply submitted three documents of its own making that contain CAEPLA/SPLA's characterization of select agreements.

NGTL is in the process of negotiating the terms of land acquisition agreements with CAEPLA/SPLA representatives acting on behalf of its members, as well as other landowners. These negotiations will involve the entirety of the agreement, may require or represent give and take by both parties, and will reflect the specific characteristics of the land and the interests and circumstances of each party. CAEPLA/SPLA seeks, in many of the IRs, NGTL's positions and commitments on matters that are presently and appropriately subject to negotiation. NGTL believes it is an improper use of the regulatory process to negotiate the specific terms and conditions of private land acquisition agreements. Further, these matters are not relevant to the issues on the NEB's List of Issues for the Project and the question whether the Project is in the overall public interest. NGTL consequently declines to provide responses to these IRs.

NGTL will continue to work with each landowner, either directly or through an intermediary such as SPLA or CAEPLA, to arrive at negotiated, consensus outcomes of mutual benefit to the landowner and NGTL.

**IR Number:** CAEPLA/SPLA 1.1

**Category:** Easement Rights – Land rights

**Topic:** Construction rights

**Reference:**

- i) A72401-5 , Appendix 11-3: Sample Grant ROW Agreement – Alberta and British Columbia, (s. 1, Grant of Rights, PDF page 33 of 82, Alberta) and (s. 1, Grant of Rights, PDF page 47-48of 82, British Columbia)
- ii) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 1, Land Rights)

**Preamble:** NGTL’s proposed right-of-way agreements (reference i) purport to grant to NGTL pipeline construction rights over the whole of the landowner’s property. Current industry precedent agreements (reference ii) grant other companies (including TCPL) construction rights only to a defined right-of-way across the landowner’s property.

**Request:**

- a) Will NGTL agree to amend its proposed right-of-way agreements to limit its construction rights to a defined right-of-way across the landowner’s property?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 1.2

**Category:** Easement Rights – Land rights

**Topic:** Off-easement rights

**Reference:**

- i) A72401-5, Appendix 11-3: Sample Grant ROW Agreement – Alberta and British Columbia, (s. 1(c) PDF page 33 of 82, Alberta) and (s. 1(c) PDF page 48 of 82, British Columbia)
- ii) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 1, Land Rights)

**Preamble:** NGTL’s proposed right-of-way agreements (reference i) grant NGTL “emergency” access rights to its pipeline over the whole of the landowner’s property. Current industry precedent right-of-way agreements (reference ii) restrict such access to cases of “emergency” (defined as “a need to access the pipeline in the public interest without notice to the owner”) and require the company to report to the landowner following entry with respect to the emergency circumstances. Industry precedents also permit such access “in accordance with an executed Integrity Dig Agreement”.

**Request:**

- a) Will NGTL agree to amend its proposed right-of-way agreements with respect to:
  - (i) Post-construction “emergency” off-easement access to its pipeline to include an industry equivalent definition of “emergency”?
  - (ii) Provision for a post-entry report to landowners?
  - (iii) Post-construction operations and maintenance access in accordance with an executed operations and maintenance agreement (see CAEPLA/SPLA IR No. 4)?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 1.3

**Category:** Easement Rights – Termination/Default

**Topic:** Survey registration/Default remedy

**Reference:**

- i) A72401-5 , Appendix 11-3: Sample Grant ROW Agreement – Alberta and British Columbia, (register survey to defined ROW – s. 8 PDF page 34 of 82, Alberta, and s. 6 PDF page 49 of 82, British Columbia) and (remedy for non-payment – s. 28 PDF page 37 of 82, Alberta, and s. 28 PDF page 52-53 of 82, British Columbia)
- ii) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 1-2, Termination/Default)

**Preamble:** NGTL’s proposed right-of-way agreements allow NGTL a reasonable time post-construction to register a survey restricting its rights to a defined right-of-way; the landowner’s remedy for NGTL non-payment is limited to recovering such payment and interest (reference i). Current industry precedent agreements provide for termination of the agreement for failure of the company to comply with registration/payment obligations (reference ii).

**Request:**

- a) Will NGTL agree to amend its proposed right-of-way agreements to include a landowner right of termination for NGTL’s non-compliance with registration/payment obligations?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 1.4

**Category:** Easement Rights – Restoration

**Topic:** Restoration standard

**Reference:**

- i) A72401-5 , Appendix 11-3: Sample Grant ROW Agreement – Alberta and British Columbia, (s. 14 PDF page 35 of 82, Alberta, and s. 12 PDF page 50 of 82, British Columbia)
- ii) A72401-13 , Appendix A: Environmental Protection Plan, (PDF page 40 of 154)
- iii) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 2, Restoration)

**Preamble:** NGTL’s proposed right-of-way agreements require NGTL to restore lands “to a condition similar to the surrounding environment and consistent with the current use of the lands as far as is reasonable and practicable” except as compensated and permitting “any soil rise above grade to allow for soil settling” (reference i). NGTL’s Environmental Protection Plan requires NGTL to restore lands to “equivalent land capability” (reference ii).

Current industry precedent agreements require the company to restore lands “to previous productivity and fertility so far as reasonably possible” except as compensated (reference iii).

**Request:**

- a) Will NGTL agree to amendment of its proposed right-of-way agreements and Environmental Protection Plan to require restoration of lands “to previous productivity and fertility so far as reasonably possible” except as compensated?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 1.5

**Category:** Easement Rights – Interference

**Topic:** Construction schedule – DRH

**Reference:** i) A72401-1, Application para 12 re: “proposed construction schedule” (PDF page 6 of 206) and para 20 re: request for exemption (PDF page 7 of 206) and s. 8.2 re: “not exceeding 40 km” (PDF page 112 of 206)

ii) NEB Act s.34, 35, 36, 58(1)

iii) Attachment 1- CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 2-3, Interference)

**Preamble:** Included in NGTL’s application is a request for an exemption order under Section 58 of the NEB Act justified by NGTL as necessary “[T]o achieve the proposed construction schedule and desired in-service dates”. The purpose of such an exemption order would be to permit NGTL to proceed with development of temporary infrastructure and right-of-way preparation (including clearing, stripping and grading) in unspecified locations not exceeding, in aggregate, 40 km in ROW length (reference i). Should the Board grant the requested exemption order, affected landowners will be deprived of their statutory right to a Detailed Route Hearing for Board determination with respect to their properties of “the best possible detailed route of the pipeline and the most appropriate methods and timing of constructing the pipeline” (reference ii and iii).

**Request:** a) Please identify the specific locations, ROW length by property, and total ROW length for which NGTL requests this exemption order.

b) Why should affected landowners be required to forfeit their statutory right to a Detailed Route Hearing, and suffer resulting prejudice, in order to accommodate NGTL’s proposed construction schedule and desired in-service dates?

**Response:**

a) The location and scope of Section 58 activities associated with early right-of-way preparation, on both Crown and private land, have not yet been finalized. NGTL continues to progress its construction plans and once complete NGTL will communicate these details to the appropriate landowners.

- b) NGTL will only seek approval of Section 58 activities on private land where the landowner has provided consent to the route.

**IR Number:** CAEPLA/SPLA 1.6

**Category:** Easement Rights – Interference

**Topic:** Drainage/Land use changes

**Reference:**

- i) A72401-5 , Appendix 11-3: Sample Grant ROW Agreement – Alberta and British Columbia, (natural surface run off s. 12 PDF page 35 of 82, Alberta, and s. 10 PDF page 50 Of 82, British Columbia) and (nonrecurring improvement s. 17 PDF page 35-36 of 82, Alberta and s. 15 PDF page 50-51 of 82, British Columbia)
- ii) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 2-3, Interference)

**Preamble:** NGTL’s proposed right-of-way agreements require that NGTL not “unreasonably obstruct the natural surface runoff from the Right-of-Way” and entitle the landowner to reimbursement for reasonable costs incurred for “a non-recurring agricultural improvement” which “are a direct result of the existence of the pipeline” (reference i). Current industry precedent agreements (including TCPL) restrict the company from interference with both natural and existing or planned tile drainage and require the company to make reasonable efforts at its expense to accommodate changes in land use and reimburse landowners for additional costs incurred attributable to the pipeline (reference ii).

**Request:**

- a) Will NGTL agree to amend its proposed right-of-way agreements to require that:
  - (i) It not interfere with natural or existing or planned tile drainage?
  - (ii) It make reasonable effort at its expense to accommodate changes to land use?
  - (iii) It reimburse landowners for additional costs incurred due to the presence of the pipeline?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.



- IR Number:** CAEPLA/SPLA 1.7
- Category:** Easement Rights – Above ground facilities
- Topic:** Additional grant
- Reference:**
- i) A72401-5 , Appendix 11-3: Sample Grant ROW Agreement – Alberta and British Columbia, (s. 10(c) PDF page 35 of 82, Alberta, and s. 8(c) PDF page 49 of 82, British Columbia)
  - ii) A72401-1, Application (PDF page 114 of 206)
- Preamble:** NGTL proposes an additional grant of rights to a 10 metre Access Right-of-Way to include annual compensation (reference i). NGTL’s application stipulates that it requires “no new permanent access” (reference ii).
- Request:**
- a) For which CAEPLA/SPLA landowners is NGTL requesting this additional grant of permanent off-easement access rights?
  - b) Why is NGTL requesting permanent off-easement access rights from these landowners if it requires “no new permanent access”?
  - c) Please provide NFTL’s proposed form of agreement for this additional grant of rights.

**Response:**

a) through c)

To provide clarification with respect to the Section referenced in Reference i), the intent of the referenced section is to outline NGTL’s rights to potential future Works on the right-of-way. The future Works, if any, would not extend beyond the right-of-way. The 10 metre Access Right-of Way referenced refers to the maximum width of access for the future Works, if any. If a future Works are planned, NGTL would consult with the landowner and seek all necessary approvals.

NGTL confirms that no permanent off ROW access is required for the Project as applied for and no future work, as contemplated in Reference i), is currently planned.

**IR Number:** CAEPLA/SPLA 1.8

**Category:** Easement Rights – Above ground facilities

**Topic:** Surface lease/Reviewable annual compensation

**Reference:**

- i) A72401-5 , Appendix 11-3: Sample Grant ROW Agreement – Alberta and British Columbia, (s. 10(c) PDF page 35 of 82, Alberta, and s. 8(c) PDF page 49 of 82, British Columbia)
- ii) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 3, Aboveground Facilities)

**Preamble:** NGTL’s proposed right-of-way agreements authorize the construction of on-easement “Aboveground Works” with provision for unspecified annual compensation (reference i). Current industry precedent agreements require the company to enter into a surface lease with respect to such above ground facilities and require annual compensation comparable to oil and gas facilities with a minimum of two acres subject to five year review (reference ii).

**Request:**

- a) Will NGTL agree to amendment of its proposed right-of-way agreements to require a surface lease with respect to such facilities and annual compensation comparable to oil and gas facilities with a minimum two acres reviewable at five year intervals?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 1.9

**Category:** Easement Rights – Assignment

**Topic:** Assignment restriction

**Reference:**

- i) A72401-5 , Appendix 11-3: Sample Grant ROW Agreement – Alberta and British Columbia, (s. 35 PDF page 38 of 82, Alberta, and s. 35 PDF page 54 of 82, British Columbia)
- ii) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 4, Assignment)
- iii) A72401-1 , Application, s. 6.5 (PDF page 89-90 of 206)

**Preamble:** NGTL’s proposed right-of-way agreements authorize the company to assign without restriction its easement rights (reference i). Current industry precedent agreements restrict a company’s assignment rights to a party with equivalent credit rating or the company continues to have liability for its easement obligations (reference ii). NGTL’s application discloses that “TransCanada has been assigned an ‘A-’ level investment-grade credit rating by Moody’s Investor Service, Inc. and Standard and Poor’s Rating Services in the U.S. and by DBRS Ltd. (DBRS) in Canada. NGTL’s outstanding debt has also been assigned the equivalent investment-grade credit rating by DBRS” (reference iii).

**Request:**

- a) Will NGTL agree to amend its proposed right-of-way agreements to restrict its assignment rights to a party with equivalent rating (not less than A- level investment grade credit rating by Moody’s Investor Service, Inc., Standard and Poor’s and DBRS Ltd.), or have continuing liability for its easement obligations?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.

- IR Number:** CAEPLA/SPLA 1.10
- Category:** Easement Rights – Decommissioning/Abandonment
- Topic:** Remove/Restore/Maintain
- Reference:**
- i) A72401-5 , Appendix 11-3: Sample Grant ROW Agreement – Alberta and British Columbia, (s. 19 PDF page 36 of 82, Alberta, and s. 18 PDF page 51 of 82, British Columbia)
  - ii) A72401-1, Application (PDF page 142 of 206)
  - iii) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 4, Abandonment)
- Preamble:** NGTL’s proposed right-of-way agreements provide NGTL with the option on abandonment to either leave the pipeline in place or remove it in accordance with regulatory requirements at that time (reference i). In its application, NGTL provides no specific plan with respect to the abandonment of these facilities other than requiring regulatory approval at that time (reference ii). Current industry precedents require that on abandonment the company remove the pipeline and restore lands as far as practicable or alternatively continue to main the pipeline including cathodic protection (reference iii). These companies cannot surrender their easements without landowner consent and have agreed that these abandonment provisions will apply to all of their pipelines.
- Request:**
- a) Will NGTL agree to amend its proposed right-of-way agreements to provide that:
    - (i) On abandonment it will remove the pipeline and restore the lands as far as practicable or continue to maintain the pipeline including cathodic protection?
    - (ii) NGTL will not to surrender its easement without landowner consent?
    - (iii) These abandonment provisions will apply to all NGTL pipelines?
  - b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL's preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 1.11

**Category:** Easement Rights – Release

**Topic:** Residual claims release

**Reference:**

- i) A72401-5 , Appendix 11-3: Sample Grant ROW Agreement – Alberta and British Columbia, (s. 30 PDF page 37 of 82, Alberta and s. 30 PDF page 53 of 82, British Columbia)
- ii) A72401-5 , Appendix 11-3: Sample Grant ROW Agreement – Alberta and British Columbia, (PDF page 35 of 82)

**Preamble:** NGTL’s proposed right-of-way agreements require the landowner to release to NGTL all of the landowner’s residual claims upon the right-of-way and access right-of-way lands (reference i). This provision is inconsistent with the reservation to the landowner of “the right to use and enjoy the Right-of-Way” except as specifically restricted to accommodate NGTL’s easement rights (reference ii). Current industry precedent agreements contain no comparable residual rights release by landowners to the company.

**Request:**

- a) Will NGTL agree to amend its proposed right-of-way agreements to delete this residual claims release?
- b) If not, why not?

**Response:**

a) and b)

The language cited in reference i) reflects a principle of real property law and affirms that the agreement transferring the interest in land operates, subject to the specific provisions of that agreement, as an absolute transfer of all the landowner’s interest in the rights being granted. The release is consistent with the use of the residual rights retained by the landowner. However, in finalizing the proposed right-of-way agreements for the Project, this clause was removed on account of it being redundant. For an updated version of the proposed right-of-way agreement please see Attachment CAEPLA/SPLA 1.12-1.

**IR Number:** CAEPLA/SPLA 1.12

**Category:** Easement Rights – Periodic payment

**Topic:** Periodic payment review

**Reference:** i) A72401-5 , Appendix 11-3: Sample Grant ROW Agreement – Alberta and British Columbia, (s. 5(a) PDF page 34 of 82, Alberta)

ii) National Energy Board Act, s. 86 (2)(b).

**Preamble:** While NGTL’s proposed Alberta ROW agreement contains provision for five year review of periodic payments (reference i), no such provision is contained in NGTL’s proposed BC ROW agreement. The NEB Act s.86(2)(b) requires inclusion in land acquisition agreements of provision for periodic payment review (reference ii).

**Request:** a) Will NGTL agree to amendment of its proposed BC ROW agreement to include provision for periodic payment review?

b) If not, why not?

**Response:**

a) and b)

NGTL inadvertently omitted the referenced provision in the sample British Columbia right-of-way agreement filed with the Project application. NGTL notes that CAEPLA was provided with copies of the Project’s proposed land acquisition documents on January 19, 2016. Those copies included the Project’s proposed right-of-way agreement for BC, which meets all requirements of the NEB Act including a provision providing for five year review of periodic payments. A copy of the Project’s proposed right-of-way agreement for BC has been included in Attachment CAEPLA/SPLA 1.12-1.

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**TERMS OF INSTRUMENT – PART 2**

**THIS AGREEMENT** made \_\_\_\_\_, 20\_\_\_\_

**BETWEEN:**

●

(“**Grantor**”)

**AND:**

**NOVA GAS TRANSMISSION LTD.**

(“**Company**”)

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**RECITALS:**

- A. The Grantor is the registered and beneficial owner of an estate in fee simple of those lands and premises situated in the Province of British Columbia and legally described in Item 2 of Part 1 of this General Instrument (the “**Lands**”);
- B. Section 218 of the *Land Title Act* R.S.B.C. 1996, c.250 allows a statutory right-of-way to be granted over land without a dominant tenement;
- C. The Company has been designated as a party that may hold a statutory right-of-way under section 218(1)(d) of the *Land Title Act*;
- D. The Company requires, and the Grantor has agreed to grant to the Company, statutory rights-of-way for the purposes and on the terms and conditions hereinafter set forth, including as to the partial discharge under clause 7 and 8 of the statutory right-of-way for pipeline purposes granted by clause 1(a)(the “**Pipeline SRW**”);
- E. Until the partial discharge of the Pipeline SRW is completed in accordance with clauses 7 and 8 “Right-of-Way” when used in this agreement means the Lands, and thereafter has the meaning set out in clause 8; and
- F. The statutory rights-of-way granted hereby are necessary for the operation and maintenance of the Company’s undertaking.

**NOW THEREFORE**, in consideration of the sum of One Dollar (\$1.00) paid by the Company to the Grantor, the receipt and sufficiency of which is hereby acknowledged by the Grantor, and of the mutual covenants and terms and conditions contained in this agreement, the parties therefore agree as follows:

**Grant of Rights**

- 1. The Grantor does hereby grant, convey and transfer unto the Company for so long hereafter as the Company may desire to exercise them:

Blanket/Specific SRW (NEB)



- (a) the exclusive right, licence, liberty, privilege, easement and right-of-way on, over, upon, across, along, in, under and through the Lands (the “**Right-of-Way**”), to lay down, construct, operate, maintain, inspect, patrol (including aerial patrol), alter, relocate, remove, replace, reconstruct and repair a line of pipe together with all facilities, appurtenances or works of the Company useful in connection with or incidental to its undertaking, including, but without limiting the generality of the foregoing, all such pipes, drips, valves, fittings, connections, meters, cathodic protection equipment and other equipment and appurtenances, whether or not similar to the foregoing, as may be useful or convenient in connection therewith or incidental thereto for the carriage, transmission, conveyance, transportation and handling of oil, diluent, natural and artificial gas and other gaseous or liquid hydrocarbons and any product or by-product thereof (such line of pipe together with such related facilities or works being referred to, collectively, as the “**Pipeline**”);
- (b) the full and free right, licence, liberty, privilege and easement of ingress and egress at any and all times over, along, across and upon the Right-of-Way; and
- (c) in cases when the Company determines that an emergency has arisen or exists, the full and free right, licence, liberty, privilege and easement of ingress to and egress from the Right-of-Way at any and all times over, along, across and upon the Lands;

(the rights, licences, liberties, privileges, easements and right-of-way specifically described in subclauses (a), (b) and (c) above, as hereafter supplemented, being referred to, collectively, as the “**Easement Rights**”).

- 2. The Easement Rights extend to the Company and its directors, officers, agents, employees, contractors, subcontractors and invitees. The Company may exercise the Easement Rights on foot and/or with vehicles, together with materials, machinery and equipment for all purposes useful or convenient in connection with or incidental to the exercise and enjoyment of the Easement Rights as and from the date hereof upon the terms and subject to the conditions hereinafter set forth.

**Payment**

- 3. The Company shall pay to the Grantor the following sum or sums for the rights granted herein:

- (a) the lump sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) plus any applicable goods and services tax (“**GST**”) or

(Delete (a) or (b) and initial)

- (b) annual or periodic payments of equal or different amounts over a period of time as set forth in Schedule A attached.

- 4. Pursuant to the *National Energy Board Act* (Canada) (the National Energy Board Act R.S.C. 1985, c. N 7, as amended, or any statute enacted in place thereof being referred to herein as “**Act**”), the Grantor has the option of requiring the compensation for the Easement Rights to be made by one lump-sum payment or by annual or periodic payments of equal or different amounts over a set period of time. The Grantor has selected the method of compensation referred to in clause 3 above.

- 5. Where the Grantor has selected annual or other periodic payments in clause 3 above:

- (a) the amount of such compensation payable by the Company shall be reviewed every five (5) years; and

Blanket/Specific SRW (NEB)

- (b) the Grantor hereby waives and releases to the Company any lien it may have on the rights granted herein in connection with such payments.

6.

- (a) Except as provided in subclauses (b) or (c) of this clause, annual or periodic payments of compensation pursuant to Schedule A, if any, shall be made to the registered owner of the fee simple interest in the Right-of-Way at the time the payment is due.
- (b) In the event of a change in the ownership of all or part of the fee simple interest in the Right-of-Way, then the Company at its sole option is entitled to continue to make such annual or periodic payments to the person or persons that shows on the Company's records as the registered owner of the fee simple interest in the Right-of-Way until thirty (30) days after proper notice of such change has been given to the Company.
- (c) If the Lands are subdivided, then the provisions of subclauses (a) and (b) of this clause shall apply except that, in addition, the Company may at its sole option determine whether any such payment applies only as to one subdivided parcel and, upon notifying the Grantor of such change in payments, the Company is entitled to make payment in accordance with this clause.

For the purposes of this clause, "proper notice" shall consist of (i) written notice of such change in ownership executed by both the prior registered owner and the new registered owner, accompanied by (ii) a notarial or certified copy of the registered instrument effecting such change in ownership.

#### **Statutory Right-of-Way Plan**

- 7. Within a reasonable time following completion of construction of the Pipeline, the Company will file at the Land Title Office a Statutory Right-of-Way Plan of a right-of-way approximately \_\_\_\_\_ (\_\_\_\_\_) metres in width ("**Statutory Right-of-Way Plan**"), in substantially the same location as shown on the plan/sketch attached as Schedule B.
- 8. As soon after filing the Statutory Right-of-Way Plan at the Land Title Office as is reasonably practical, the Company shall register in the Land Title Office a partial release or other document which shall, without affecting any of the other rights granted hereunder to the Company, restrict the area of the Right-of-Way to the right-of-way shown on the Statutory Right-of-Way Plan, and thereafter the term "**Right-of-Way**" shall be deemed to refer to the right-of-way shown on the Statutory Right-of-Way Plan.
- 9. Notwithstanding clause 8, the Company shall continue to be entitled to exercise with respect to the entire area of the Lands:
  - (a) the right of ingress and egress set out in subclause 1(c); and
  - (b) all rights set forth in clause 10,

and none of such rights shall in any way be affected, limited or prejudiced by the registrations referred to in clauses 7 and 8.

#### **Above Ground Works and Access Right-of-Way**

Blanket/Specific SRW (NEB)

10. The Company shall, at any time, have the right to locate any part or parts of the Pipeline above ground (in each case, the "**Aboveground Works**") and to fence and use such portions of the Right-of-Way as are, in its opinion, required for the Aboveground Works. Upon request of the Company in respect of each of the Aboveground Works, the Grantor hereby grants, conveys and transfers unto the Company, for itself, its directors, officers, agents, employees, contractors, subcontractors and invitees, the full and free right, licence, liberty, privilege, easement and right-of-way to clear and to use a portion of the Lands, being a right-of-way of a maximum width of ten (10) metres, as may be reasonably required by the Company and for as long as may be required by the Company for convenient access on foot and/or with vehicles, together with materials, machinery and equipment, within and across the Lands to the Aboveground Works (the "**Access Right-of-Way**"). The Company shall:
- (a) consult with the Grantor as to the location of any Aboveground Works and any required Access Right-of-Way to minimize, so far as may be practicable, any inconvenience to the Grantor and to the extent practicable each such Access Right-of-Way shall encompass existing roads, trails and gates located within the Lands;
  - (b) furnish to the Grantor a drawing showing the location of any Aboveground Works and any required Access Right-of-Way; and
  - (c) by separate agreement(s), pay compensation to the Grantor for the loss of use by the Grantor of such portions of the Right-of-Way fenced and used for the Aboveground Works and for any nuisance, noise, inconvenience and interference that might arise or be caused to the Grantor's use of the Lands by the Aboveground Works and Access Right-of-Way.
11. The Grantor shall not, without the prior written consent of the Company, block, impede or restrict the Company's use of the Access Right-of-Way and shall obtain the Company's prior written consent should the Grantor wish to relocate the Access Right-of-Way on the Lands.

### **Company's Obligations**

12. Subject to clause 14 of this agreement, the Company shall, as soon as weather and soil conditions permit and insofar as it is practicable to do so, bury those portions of the Pipeline that are designed to be underground so as not to unreasonably obstruct the natural surface runoff from the Right-of-Way or ordinary cultivation of the Right-of-Way.
13. In connection with the construction of the Pipeline, the Company shall, insofar as may be practicable to do so by employing good industry practices and in accordance with the legislation and regulations in force at the time, separate and save excavated topsoil from the Right-of-Way and thereafter restore it thereon.
14. As soon as reasonably practicable after the construction of the Pipeline, the Company, unless otherwise agreed to by the Grantor, shall remove all construction debris from the Right-of-Way and in all respects restore the Right-of-Way to a condition similar to the surrounding environment and consistent with the current use of the Lands as far as is reasonable and practicable and in accordance with the legislation and regulations in force at the time of such restoration, save and except for:
- (a) items in respect of which compensation is due under clause 21; and
  - (b) any soil rise above grade to allow for soil settling.

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15. The Company's use of the Lands shall be restricted to uses in connection with the Pipeline unless the Grantor provides written consent to any proposed additional use at the time of the proposed additional use.

#### **Use of Right-of-Way by Grantor**

16. Excluding any portion of the Right-of-Way that is fenced as contemplated herein, the Grantor shall have the right to use and enjoy the Right-of-Way including the right to cross the buried portion of the Pipeline with farming vehicles as necessary in connection with ordinary farming practices, all in accordance with the provisions of the applicable legislation and any regulations, orders or guidelines made thereunder. Notwithstanding the foregoing, the Grantor shall not, without the prior written consent of the Company:
- (a) excavate, construct, drill, install, erect or permit to be excavated, constructed, drilled, installed or erected on, over or under any part of the Right-of-Way any pipe, pit, well, foundation, building or other structure, installation or improvement, or do or permit to be done any mining, quarrying, land levelling, landscaping or other work or activity of any like or similar nature on, in or under the Right-of-Way;
  - (b) alter the grade of the Right-of-Way;
  - (c) add any paving or other material to the Right-of-Way;
  - (d) use the Right-of-Way for any other purpose which could compromise the integrity of the Pipeline; or
  - (e) take any action which restricts or limits the exercise by the Company of any of the Easement Rights.

Notwithstanding the foregoing, prior to the registration of the document referenced in clause 8, the restrictions set forth in subclauses (a), (b), (c) and (d) above shall be limited to the area shown on the plan/sketch attached as Schedule B.

17. Subject to clause 16, where the Grantor notifies the Company in writing that the Grantor wishes to make a non-recurring agricultural improvement which can be practically made to the Lands, the Company agrees to reimburse the Grantor for the reasonable additional costs of making such improvement that are a direct result of the existence of the Pipeline. If the Company and the Grantor fail to agree within ninety (90) days of such a notification as to the practicality of making the proposed improvement or the amount by which the cost of making such an improvement is increased as a direct result of the existence of the Pipeline, then the Grantor or the Company may proceed to negotiation or arbitration in accordance with the provisions of the Act.

#### **Other Interests**

18. The Grantor covenants and agrees that from and after the date of execution of this Agreement by the Grantor it shall not grant any statutory right-of-way, easement, lease, license or other right (the "**Other Interests**") affecting the Right-of-Way without the prior written consent of the Company, which consent may be withheld unless the rights granted pursuant to the Other Interests do not interfere with or, in the sole opinion of the Company, will not interfere with the rights granted in this Agreement to the Company, and in particular without limiting the generality of the foregoing, the Grantor shall not grant any Other Interests affecting the Right-of-Way to a party seeking to construct,

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or install one or more pipelines or facilities appurtenant or incidental thereto on, in or under the Right-of-Way.

### **Ownership of Pipeline**

19. Notwithstanding any rule of law or equity, the Pipeline shall at all times remain the property of the Company notwithstanding that it may be annexed or affixed to the Lands.

### **Abandonment**

20. The Company may, at any time, abandon the Pipeline by either leaving the Pipeline in place or removing it at the Company's option subject to and in accordance with the legislation and regulations in force at the time of such abandonment.

### **Damages**

21. The Company shall compensate the Grantor for all damages suffered as a result of the operations of the Company including all damage done to any drainage system, crops, pasture, timber, trees, hedges, produce, water wells, artesian springs, livestock, buildings, fences, culverts, bridges, lanes, improvements or equipment on the Lands.

### **Indemnification**

22. The Company shall indemnify the Grantor from all liabilities, damages, claims, suits and actions arising out of the operations of the Company other than any liabilities, damages, claims, suits or actions resulting from the gross negligence or wilful misconduct of the Grantor.

### **Discharge of Encumbrances**

23. If this agreement has been registered in the Land Title Office, then upon termination of this agreement the Company shall register in the Land Title Office such documents as may be necessary to remove such registration from title to the Lands.

### **Nothing Prejudicing Company's Rights**

24. Nothing herein shall affect or prejudice any right, present or future, that the Company may have to acquire, occupy or use the Right-of-Way or any other portions of the remaining Lands under the provisions of the Act or otherwise.

### **Quiet Enjoyment**

25. The Company, in performing and observing the covenants and conditions on its part to be observed and performed herein, and subject to clause 30 hereof, the Company shall and may peaceably hold and enjoy all the rights granted to it hereunder without hindrance, molestation or interruption on the part of the Grantor or of any person claiming by, through, under or in trust for, the Grantor.

### **Binding Effect**

26. If it appears that at the date this agreement is entered into, the Grantor is not the sole owner of the Lands, this agreement shall nevertheless bind the Grantor to the full extent of the Grantor's interest herein, and if the Grantor shall later acquire a greater or the entire interest in the Lands this agreement shall likewise extend to such after-acquired interest.

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### **Representations and Warranties**

27. The Grantor represents and warrants that it has the right to convey all of the rights granted hereunder free from all encumbrances, that it has done no act to encumber the Right-of-Way and the Easement Rights and that it has not granted any other rights to any third party, and the Grantor is not otherwise aware of any other rights, that would conflict with the rights granted hereunder except for:
- (a) any interests or encumbrances registered on title to the Lands as of ●; and
  - (b) any interests or encumbrances disclosed in writing to the Company by the Grantor prior to the date the Grantor execute this agreement.
28. The Grantor represents that the Grantor is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada) and that if the Grantor's status for income tax purposes changes, the Grantor will promptly notify the Company in writing.
29. The Grantor represents and warrants to the Company that, to the best of the Grantor's knowledge, no hazardous or toxic materials, substances, pollutants, contaminants or wastes have been released into the environment, or deposited, discharged, placed or disposed of at, on, under or near the Grantor's Lands and the Right-of-Way.

### **Sole Remedy**

30. It is understood and agreed that notwithstanding any other provision in this Agreement and notwithstanding any rights that any person having an interest may have in law or in equity, should the Company fail to pay any payments payable hereunder, the sole remedy of any such person having an interest shall be to recover from the Company such amount owing by the Company and any interest payable thereon, and in no event shall such person having an interest for whatever reason, interfere with, hinder, molest or interrupt the Company in its enjoyment of any of the rights, licences, liberties, privileges or easements granted in this Agreement.

### **Payment of Outstanding Amounts**

31. Notwithstanding any other provision in this agreement, if the Company determines that:
- (a) there are outstanding charges, taxes, builders' liens, writs of execution, judgments or other encumbrances which are registered against the Lands; or
  - (b) there are any overdue amounts outstanding under any agreement for sale, mortgage or other financial encumbrance that is registered against the Lands,

the Company may, but is not obligated to, pay all or a portion of the compensation or other amounts payable under this agreement to the holder of such charge, lien, writ of enforcement, judgment, mortgage or other financial encumbrance, or to such vendor or mortgagee to satisfy and discharge such encumbrance or to obtain a postponement from the holder of such charge, lien, writ of enforcement, judgement, mortgage or other financial encumbrance. The payment of any amount to such third party shall be deemed to be payment of such amount to the Grantor. For greater certainty, the Company shall not be required to obtain the Grantor's consent prior to making such payment. The Company shall provide to the Grantor written confirmation of any such payments within thirty (30) days of making such payments.

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## Notices

32. All notices or payments required or permitted to be given under or in connection with this agreement shall be in writing and shall be personally delivered, mailed by registered mail or faxed to the party to whom the notice is to be given and, when mailed, any such notice shall be deemed to be given to, and received by, the addressee seven (7) days (Saturdays, Sundays and statutory holidays in the province of British Columbia excluded) after the mailing thereof.
33. Unless changed by notice, the addresses of the parties shall be:

**Grantor:**



**Company:**

NOVA GAS  
TRANSMISSION LTD.  
450 - 1<sup>st</sup> Street S.W.  
P.O. Box 1000,  
Postal Station M  
Calgary, AB T2P 4K5  
Attention: Land Department

34. The Grantor acknowledges receipt, prior to entering into this agreement, of a notice pursuant to section 87 of the Act setting out or accompanied by:
- (a) a description of the portion of the Lands required by the Company for a section or part of the Pipeline;
  - (b) details of the compensation offered by the Company for such lands required;
  - (c) a detailed statement made by the Company of the value of such lands required in respect of which compensation was offered;
  - (d) a description of the procedure for approval of the detailed route of the Company's Pipeline; and
  - (e) a description of the procedure available for negotiation and arbitration under Part V of the Act in the event that the Grantor and the Company are unable to agree on any matter respecting the compensation payable.

## General

35. If any provision of this agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then it shall be deemed to be severed from this agreement provided, however, that the remainder of this agreement shall continue in full force and effect.
36. This agreement may be assigned by the Company in whole or in part and as to all or any portion of the rights hereby granted, transferred and conveyed.
37. The Easement Rights and Access Right-of-Way are and shall be of the same force and effect to all intents and purposes as covenants running with the land and this agreement, including all the covenants herein, shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors-in-title, successors and assigns of the parties respectively.

Blanket/Specific SRW (NEB)

38. The Grantor, concurrently with the execution of this agreement shall execute and deliver to the Company such priority agreements in registrable form as may be necessary in order to give this agreement priority over any mortgages and other financial encumbrances, if any, charging the Grantor's interest in the Grantor's Lands.
39. Wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used, where the context of the party or parties so require, and this agreement shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.
40. The Grantor consents to the collection, use and disclosure of the Grantor's personal information as described within this agreement as long as this agreement is in force or as required by law. The Company collects, uses and discloses the personal information for land rights acquisition and regulatory disclosure as described in this agreement, in accordance with industry practice and as required by law. The Company collects, uses, discloses and maintains personal information in accordance with the *Personal Information Protection and Electronic Documents Act* and the Company's personal information policy.
41. The Grantor will, from time to time, execute such further assurances of the rights granted herein as may be required by the Company. Without limiting the foregoing, the Grantor hereby agrees from time to time to execute and deliver all such additional documents, instruments and agreements and to take all such additional steps and actions as may be reasonably required to fully implement the terms of this agreement and as may be required to register and perfect the Company's interest in the Lands.
42. This agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein, and the Grantor agrees that there are no representations, warranties, agreements, terms or conditions affecting this agreement other than as contained herein.
43. This agreement shall be governed by and construed in accordance with the laws in force in the province of British Columbia and the federal laws of Canada applicable therein.
44. The parties are executing this agreement with effect on the date stated in the introductory clause.

SF			
NS	Law	Business	Risk



**SCHEDULE A**

**PAYMENT**

(a) **Annual Payment**

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)  
plus GST as applicable to be paid on \_\_\_\_\_, 20\_\_\_\_ and  
a further sum of \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_) plus GST as applicable to be paid on  
\_\_\_\_\_ in each and every year thereafter for a period of  
\_\_\_\_\_ years.

(Delete  
(a) or (b)  
and initial)

(b) **Periodic Payment**

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)  
plus GST as applicable to be paid on \_\_\_\_\_, 20\_\_\_\_\_;

(i) and a further sum of \_\_\_\_\_  
Dollars (\$\_\_\_\_\_) plus GST as applicable to be paid on  
\_\_\_\_\_, 20\_\_\_\_\_;

(ii) and a further sum of \_\_\_\_\_  
Dollars (\$\_\_\_\_\_) plus GST as applicable to be paid on  
\_\_\_\_\_, 20\_\_\_\_\_;

(iii) and a further sum of \_\_\_\_\_  
Dollars (\$\_\_\_\_\_) plus GST as applicable to be paid on  
\_\_\_\_\_, 20\_\_\_\_\_.

(iv) and a further sum of \_\_\_\_\_  
Dollars (\$\_\_\_\_\_) plus GST as applicable to be paid on  
\_\_\_\_\_, 20\_\_\_\_\_.

(v) and a further sum of \_\_\_\_\_  
Dollars (\$\_\_\_\_\_) plus GST as applicable to be paid on  
\_\_\_\_\_, 20\_\_\_\_\_.

**SCHEDULE B**

**INDIVIDUAL OWNERSHIP PLAN/SKETCH**

## SCHEDULE C

### CONSENT AND PRIORITY INSTRUMENT

[Priority to be required over all non-Permitted Encumbrances]

In this consent and priority instrument:

- (a) “**Existing Charge**” means the Mortgage registered under number ●;
- (b) “**Existing Chargeholder**” means ●;
- (c) “**New Charge**” means the Statutory Rights of Way contained in the attached Terms of Instrument – Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument – Part 2.

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (i) consents to the Grantor granting the New Charge to the Company; and
- (ii) agrees with the Company that the New Charge charges the Lands in priority to the Existing Charge in the same manner and to the same effect as if the Grantor had granted the New Charge, and it had been registered against title to the Lands, prior to the grant or registration of the Existing Charge or the advance of any money under the Existing Charge.

To witness this consent and priority instrument, the Existing Chargeholder has caused its duly authorized signatories to sign the attached General Instrument - Part 1.

- IR Number:** CAEPLA/SPLA 1.13
- Category:** Temporary Workspace Agreement – Term
- Topic:** Termination
- Reference:**
- i) A72401-5 , Appendix 11-4: Sample NGTL TWS Agreement – Alberta and British Columbia, (s. 1 PDF page 63 of 82, Alberta, and s. 1 PDF page 69 of 82, British Columbia)
  - ii) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 5, Term)
- Preamble:** NGTL’s proposed TWS agreement extends NGTL’s TWS rights for a period of two years after completion of construction (reference i). Current industry precedent agreements (including TCPL) provide for termination of TWS rights upon the completion of construction (reference ii).
- Request:**
- a) Will NGTL agree to amendment of its proposed TWS agreement to provide for termination of TWS rights upon completion of construction?
  - b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 1.14

**Category:** Temporary Workspace Agreement – Restoration

**Topic:** Restoration standard

**Reference:**

- i) A72401-5 , Appendix 11-4: Sample NGTL TWS Agreement – Alberta and British Columbia, (s. 3 PDF page 63 of 82, Alberta, and s. 3 PDF page 70 of 82, British Columbia)
- ii) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 5, Restoration)

**Preamble:** NGTL’s proposed TWS agreement provides for restoration of lands “to a condition similar to the surrounding environment and consistent with the current use” (reference i). Current industry precedent agreements (including TCPL) require restoration of TWS lands to previous productivity and fertility so far as reasonably possible except as compensated (reference ii).

**Request:**

- a) Will NGTL amend its proposed TWS agreement to require restoration of TWS lands to previous productivity and fertility so far as is reasonably possible except as compensated?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 1.15

**Category:** Temporary Workspace Agreement – Termination/Restoration

**Topic:** Termination obligation

**Reference:**

- i) A72401-5 , Appendix 11-4: Sample NGTL TWS Agreement – Alberta and British Columbia, (s. 4 PDF page 63 of 82, Alberta, and s. 4 PDF page 70 of 82, British Columbia)
- ii) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 5-6, Termination/Restoration)

**Preamble:** NGTL’s proposed TWS agreement permits NGTL to terminate TWS rights on notice to the landowner (reference i). Current industry precedents (including TCPL) require restoration of TWS lands prior to such termination (reference ii).

**Request:**

- a) Will NGTL agree to amend its proposed TWS agreement to require restoration of TWS lands prior to termination of TWS rights?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 2.1

**Category:** Construction – Soil preservation

**Topic:** Unfrozen stripping

- Reference:**
- i) A72401-10, Environmental and Socio-economic Assessment, Section 5, Environmental and Socio-economic Setting, Table 5.3-8 (PDF page 136 of 219)
  - ii) A72401-13 , Appendix A: Environmental Protection Plan, (s. 8.3 PDF page 40-41 of 154) and (Table 3 PDF page 35 of 154) and (Annex D PDF page 107 of 154)
  - iii) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 7-8, Soil Preservation)

**Preamble:** NGTL characterizes TEP agricultural soils as “high” or “very high” risk for water erosion, compaction and rutting. It proposes only preconstruction soil/fertility sampling (reference i). In its application, NGTL proposes both frozen and non-frozen stripping of these agricultural soils with the piling of both the topsoil and transition layer on top of unstripped topsoil. NGTL requires provision for a “roach” and contemplates a pre-stripping disc (reference ii). Current industry precedent agreements provide for both pre- and post-construction soil, compaction and carbon storage capacity testing; full unfrozen topsoil stripping; soil horizon stripping by visual identification; separate piling and storage of topsoil, transition layer and subsoils with a mulch layer between stripped and unstripped topsoil; and return of subsoils to the trench consistent with existing soil horizons with pre-stripping ploughing (reference iii).

**Request:** Will NGTL agree to implement:

- i) Both pre- and post-construction soil, compaction and carbon storage capacity testing?
- ii) Full unfrozen topsoil stripping?
- iii) Pre-stripping ploughing?
- iv) Stripping by visual identification of soil strata on a colour basis?
- v) Separate piling and storage of piling topsoil, transition layer and subsoils (triple lift)?

- vi) Mulch layer between stripped and unstripped topsoils?
- vii) Subsoils returned to trench consistent with existing soil horizons?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL's preamble to the CAEPLA/SPLA IRs.



**IR Number:** CAEPLA/SPLA 2.2

**Category:** Construction – Soil preservation

**Topic:** Staking

**Reference:** i) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 8-9, Staking)

**Preamble:** To contain construction activity, current industry precedent agreements require staking of workspace boundaries at 30 metre intervals or less to maintain site lines with re-staking for post-construction work (reference i).

**Request:**

- a) Will NGTL agree to staking workspace boundaries at 30 metre intervals or less to maintain site lines with re-staking for post-construction work?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL's preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 2.3

**Category:** Construction – Soil preservation

**Topic:** Cleanup

**Reference:** i) A72401-13 , Appendix A: Environmental Protection Plan, s. 8.8, Cleanup and Reclamation, (PDF page 58 of 154)

ii) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 9, Cleanup)

**Preamble:** In its application, NGTL proposes use and removal of construction matting and non-biodegradable geotextile (reference i). Current industry precedent agreements include the company’s commitment for removal of all debris, imported gravel, geotextile fabric and road bore spoil (reference ii).

**Request:** a) Will NGTL agree to the removal of all debris, imported gravel, geotextile fabric and road bore spoil?

b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 2.4

**Category:** Construction – Soil preservation

**Topic:** Restoration

**Reference:**

- i) A72401-1, Application (PDF page 203-204 of 206)
- ii) A72401-13 , Appendix A: Environmental Protection Plan, (s. 8.8 PDF page 61 of 154)
- iii) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 9-10, Restoration)

**Preamble:** In its application, NGTL proposes as a restoration standard the re-establishment of equivalent land capability with a one year post-construction monitoring program and a second year to address unresolved issues (reference i). NGTL proposes straw crimping to prevent wind erosion with source inspection for noxious or restricted weeds (reference ii). Current industry precedent agreements require restoration to previous productivity with a post-construction soil/vegetation assessment (compaction, fertility, mixing, root restriction, NPKS; crop quality, density, height and length, cover) and minimum post-construction three year crop yield monitoring program with “top up compensation”. At landowner option, landowners may be compensated for fertilizing impacted lands and straw for straw crimping may be purchased from the landowner (reference iii).

**Request:**

- a) Will NGTL agree:
  - (i) To restore to previous productivity with a post-construction soil/vegetation assessment (compaction, fertility, mixing, root restriction, NPKS; crop quality, density, height and length cover)?
  - (ii) A minimum three year post-construction crop yield monitoring program with provision for “top up compensation”? and
  - (iii) At landowner option, landowner compensation for fertilizing and purchase of straw for straw crimping from the landowner?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL's preamble to the CAEPLA/SPLA IRs.

- IR Number:** CAEPLA/SPLA 2.5
- Category:** Construction – Grading
- Topic:** Compaction/Grade restoration
- Reference:**
- i) A72401-13 , Appendix A: Environmental Protection Plan, (s. 8.8 PDF page 59 of 154)
  - ii) A72401-13 , Appendix A: Environmental Protection Plan, (Max 10 cm crown s. 8.6 PDF page 55 of 154) A72401-1, Application (Subsidence-imported fill s. 8.8.3 PDF page 120 of 206)
  - iii) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 10-11, Grading)
- Preamble:** In its application, NGTL proposes use of a multi-shank ripper/disc to 30 cm before topsoil replacement and paratilling after topsoil replacement (reference i). It proposes a maximum crown of 10 cm and to address residual subsidence through imported fill (reference ii). Current industry precedent agreements provide for both pre- and post-construction compaction testing requiring restoration to within 10% of pre-construction density. Landowners are provided with the option of over wintering topsoil to allow for subsidence prior to return of the topsoil to surrounding grade. Companies are required to subsoil/chisel plough before topsoil replacement and utilize a power rake, rotorake or rotopic after topsoil restoration. Mounding, subsidence or any restriction of natural water flow requires remediation through re-stripping or topsoil importation from a landowner approved source (reference iii).
- Request:**
- a) Will NGTL agree to:
    - i) Both pre- and post-construction compaction testing with restoration to within 10% of pre-construction density?
    - ii) Topsoil over wintering at landowner option with return of lands to surrounding grade?
    - iii) Subsoil/chisel ploughing before topsoil replacement and utilization of power rake, rotorake or rotopic after topsoil restoration?
    - iv) Remediation of mounding, subsidence in excess of 2” or restriction of natural water flow through re-stripping or topsoil importation from a landowner approved source?
  - b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL's preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 2.6

**Category:** Construction – Construction vehicle traffic

**Topic:** Traffic restrictions

**Reference:**

- i) A72401-1, Application (s. 8.6 PDF page 116 of 206)
- ii) A72401-13 , Appendix A: Environmental Protection Plan, (Annex 'F' 2.0 PDF page 149 of 154)
- iii) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 11-12, Construction Vehicle Traffic)

**Preamble:** In its application, NGTL proposes a site specific traffic management plan (reference i) with traffic to be confined to approved areas (reference ii). Current industry precedent agreements prohibit off-easement activities without written landowner agreement and compensation. Companies commit not to use laneways or culverts, repair any damages, and provide post-construction monitoring of driveways used with landowner consent (reference iii).

**Request:**

- a) Will NGTL agree to:
  - i) No off-easement activities without written landowner agreement and compensation?
  - ii) Not to use laneways and culverts and to repair all damages?
  - iii) Provide post-construction monitoring of driveways used with landowner consent?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL's preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 2.7

**Category:** Construction – Construction access

**Topic:** Open trench

**Reference:**

- i) A72401-1, Application (s. 8.8.3 PDF page 120 of 206)
- ii) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 12, Construction Access)

**Preamble:** In its application, NGTL commits to limit open trench to the extent practical (reference i). Current industry precedent agreements restrict maximum open trench to 6 km or two weeks and include provision for access plugs, future crossings and compensation for any restrictions on use of agricultural equipment or land access (reference ii).

**Request:**

- a) Will NGTL agree to:
  - i) Maximum open trench of 6 km or two weeks?
  - ii) Access plugs and future crossings?
  - iii) Compensation for restrictions on agricultural equipment use and land access?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL's preamble to the CAEPLA/SPLA IRs.



**IR Number:** CAEPLA/SPLA 2.8

**Category:** Construction – Depth of cover

**Topic:** Minimum depth of cover

**Reference:**

- i) A72401-1, Application (s. 7.4.2 PDF page 103 of 206)
- ii) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 12-13, Depth of Cover)

**Preamble:** In its application, NGTL specifies a minimum depth of cover of 1.2m (4 feet) (reference i). Other regulatory jurisdictions currently require a minimum depth of cover of 1.5m (5 feet). Current industry precedent agreements provide for an increase of depth of cover to accommodate facilities such as surface/tile drainage, processes such as deep tillage, heavy farm equipment or land use changes. Landowners are entitled to request a depth of cover survey and, where a pipeline interferes with cultivation/safety, the company is required to restore cover by importing topsoil or lowering the pipe, appropriately mitigate these issues or, with landowner consent, compensate the landowner (reference ii).

**Request:**

- a) Will NGTL agree to:
  - (i) a minimum depth of cover of 1.5m (5 feet) in agricultural lands?
  - (ii) increased depth of cover to accommodate facilities such as surface/tile drainage, processes such as deep tillage, heavy farm equipment or land use changes?
  - (iii) a depth of cover survey at landowner request and, where pipeline depth interferes with cultivation/safety, to restore cover by importing topsoil or lowering pipe, appropriately mitigate these issues, or, with landowner consent provide compensation?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL's preamble to the CAEPLA/SPLA IRs.

- IR Number:** CAEPLA/SPLA 2.9
- Category:** Construction – Pipeline crossing
- Topic:** Blanket crossing approval
- Reference:**
- i) A72401-1, Application (s. 10.3.2 PDF page 139-140 of 206)
  - ii) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 13-14, Pipeline Crossing)
- Preamble:** In its application, NGTL proposes as part of its integrity management program that risk mitigation include use of access restrictions (reference i). Current industry precedent agreements include blanket crossing approval for all equipment subject to specified limitations with any future restrictions to be specified, mitigated or, with landowner consent, compensated (reference ii).
- Request:**
- a) Will NGTL provide blanket crossing approval for all agricultural equipment subject to specified limitations with any future restrictions to be specified, mitigated or, with landowner consent, compensated?
  - (b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL's preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 2.10

**Category:** Construction – Clubroot

**Topic:** Application

**Reference:** i) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 15, Clubroot, soil sampling)

**Preamble:** NGTL’s application does not address the potential risk for landowners of introduction and spread of clubroot as a result of NGTL’s construction and operation activities. Current industry precedent clubroot biosecurity agreements require the implementation of clubroot pre-construction soil testing and mitigation measures on all agricultural lands (reference i).

**Request:** a) Will NGTL agree to the development of an industry equivalent clubroot biosecurity agreement to mitigate the risk to landowners with respect to the introduction and spread of clubroot?  
b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 2.11

**Category:** Construction – Clubroot

**Topic:** Default

**Reference:** i) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 14-15, Default)

**Preamble:** Current industry precedent clubroot biosecurity agreements authorize urgent access non-compliance with pre-construction soil sampling requirements but impose on the company the obligation to undertake an assessment of the consequences of protocol breach and implement corrective action (including additional sampling) with provision for dispute resolution (reference i).

**Request:**

- a) Will NGTL agree to include in its clubroot biosecurity agreement provision comparable to industry precedents to address soil testing protocol breaches and dispute resolution?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 2.12

**Category:** Construction – Clubroot

**Topic:** Risk identification/Soil sampling

**Reference:** i) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 15-16, Soil Sampling)

**Preamble:** Current industry precedent clubroot biosecurity agreements prescribe a pre-construction soil testing protocol for cultivated and non-cultivated lands at primary agricultural access, auxiliary agricultural access, ROW access and on right-of-way including provision for clothing/equipment disinfection, GPS identification of test locations, test result confidentiality and an independent testing auditor (reference i).

**Request:**

- a) Will NGTL agree to an industry equivalent soil testing protocol for cultivated and non-cultivated lands including primary agricultural access, auxiliary agricultural access, ROW access and on right-of-way including provision for clothing/equipment disinfection, GPS identification of test locations, test result confidentiality and an independent testing auditor?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL's preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 2.13

**Category:** Construction – Clubroot

**Topic:** Mitigation

**Reference:**

- i) A72401-13 , Appendix A: Environmental Protection Plan, (s. 7.1 PDF page 22-23 of 154)
- ii) A72401-13 , Appendix A: Environmental Protection Plan, (Annex ‘F’ 3.0 PDF page 152 of 154)
- iii) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 16-19, Mitigation)

**Preamble:** NGTL’s Environmental Protection Plan proposes to address the risk of introduction and spread of noxious weeds including clubroot by requiring that equipment at mobilization be disinfected and, in unfrozen conditions, equipment be mechanically cleaned before leaving locations with noxious weeds (reference i). NGTL permits on site disposal of hydrovac slurry (reference ii). Current industry precedent clubroot biosecurity agreements prescribe risk-based property specific mitigation measures requiring equipment disinfection or mechanical cleaning between properties in both frozen and unfrozen conditions with independent construction auditor oversight. Hydrovac slurry from a clubroot contaminated property must be disposed of on that property followed by slurry tank disinfection (reference ii).

**Request:**

- a) Will NGTL agree to:
  - i) Risk based property specific mitigation requiring disinfection or mechanical cleaning between identified properties with independent construction monitor oversight equivalent to current industry precedents?
  - ii) Disposal of hydrovac slurry from a clubroot contaminated property on that property followed by slurry tank disinfection?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 2.14

**Category:** Construction – Weed control

**Topic:** Weed/biosecurity issue identification

**Reference:** i) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 19, Weed Control, weed/biosecurity issue identification)

**Preamble:** NGTL’s application does not include provision for pre-construction weed and biosecurity risk assessment. Current industry precedent agreements require a pre-construction weed survey including landowner/county consultation and pre-construction biosecurity risk assessment (crops/livestock disease/pests), and development of site specific mitigation measures (reference i).

**Request:** a) Will NGTL agree to:

- i) A pre-construction weed survey, including landowner/county consultation equivalent to current industry precedents?
- ii) Pre-construction biosecurity risk assessment (crops/livestock disease/pests) and development of site specific mitigation measures?

b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.

- IR Number:** CAEPLA/SPLA 2.15
- Category:** Construction – Weed control
- Topic:** Mitigation
- Reference:**
- i) A72401-13 , Appendix A: Environmental Protection Plan, (7.1 PDF page 22-23 of 154) and (8.8 PDF page 61 of 154)
  - ii) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 19-20, Mitigation)
- Preamble:** NGTL’s Environmental Protection Plan requires that equipment on mobilization arrive disinfected and , in non-frozen conditions, for mechanical cleaning of equipment moving from locations identified as having noxious weeds. NGTL proposes to monitor and control weed growth during construction (spray, mow, hand pull) and post-construction to monitor and treat weed infestation as needed (reference i). Current industry precedent agreements require companies pre-construction to pre-treat/pull/mow/control noxious weeds and that the risk of introduction and spread of noxious weeds be mitigated through rough and mechanical cleaning of equipment during construction; monitoring and control of weed growth during construction (hand cultivation, mowing, non-persistent herbicide with landowner consent); and soil stabilization through planting and straw crimping/fertilizer with post-construction monitoring. Companies are required to control weed growth on agricultural lands for three years post-construction in consultation with landowners (reference ii).
- Request:**
- a) Will NGTL agree to:
    - i) Pre-construction pre-treat/pull/mow/control noxious weeds?
    - ii) Equipment cleanliness inspection by construction monitor?
    - iii) Rough/mechanical cleaning of equipment in both frozen and non-frozen conditions?
    - iv) Monitoring and control of noxious weed growth during construction (hand cultivation, mowing, non-persistent herbicide with landowner consent)?
    - v) Soil stabilization through planting and straw crimping/fertilizer?
    - vi) Post-construction monitoring of noxious weed growth and NGTL weed control for three years on agricultural lands in consultation with landowners?



b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL's preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 2.16

**Category:** Construction – Wet/Thawed soils

**Topic:** Condition indicators/Work modification

**Reference:**

- i) A72401-13 , Appendix A: Environmental Protection Plan, (Annex 'E' s. 4.0 PDF page 122 of 154)
- ii) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 20-21, Wet/Thawed Soils)

**Preamble:** NGTL's application does not include indicators of soil conditions necessitating work modification. NGTL's proposed wet/thawed soils work modification includes low pressure tires/tracks, work postponement, geotextile/mats, snow and work suspension (reference i). Current industry precedent agreements include indicators of soil conditions necessitating work modification and provision for work modification to include additional topsoil salvage (reference ii).

**Request:**

- a) Will NGTL agree to:
  - i) Development of wet/thawed soil indicators equivalent to current industry agreements?
  - ii) Inclusion in work modification of additional topsoil salvage?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL's preamble to the CAEPLA/SPLA IRs.

- IR Number:** CAEPLA/SPLA 2.17
- Category:** Construction – Stone picking
- Topic:** Stone picking standard/Post-construction
- Reference:**
- i) A72401-13 , Appendix A: Environmental Protection Plan, (8.6 PDF page 55 of 154) and (8.8 PDF page 59 of 154)
  - ii) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 21-22, Stone Picking)
- Preamble:** NGTL’s Environmental Protection Plan provides for construction picking of rocks greater than 10 cm in the top 30 cm of subsoil and post-construction rock picking to equivalence with adjacent land or 10 cm (reference i). Current industry precedent agreements require construction and two year post-construction stone picking to 5 cm and thereafter where there is demonstrable need (reference ii).
- Request:**
- a) Will NGTL agree to construction and two year post-construction stone picking to 5 cm and thereafter where there is demonstrable need?
  - b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 2.18

**Category:** Construction – Post-construction cover crop

**Topic:** Cover crop/Compensation

**Reference:**

- i) A72401-13 , Appendix A: Environmental Protection Plan, (PDF page 125 of 154, Water Erosion and Wind Erosion)
- ii) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 22, Post-Construction Cover Crop)

**Preamble:** NGTL’s application includes provision for establishment of only a construction year cover crop as part of the Soil Erosion Contingency Plan (reference i). To restore agricultural soils, current industry precedent agreements include provision for a three year post-construction cover crop at the landowner option with “top up” compensation to fully compensate landowners for crop loss during this period (reference ii).

**Request:**

- a) Will NGTL agree to making available at landowner option a three year post-construction cover crop with “top up” compensation to fully compensate landowners for crop loss during this period?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 2.19

**Category:** Construction – Drainage

**Topic:** Drainage liability

**Reference:** i) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 22-23, Drainage)

**Preamble:** NGTL’s application does not include NGTL’s liability for drainage issues resulting from pipeline construction/operation or its obligation to ensure satisfactory drainage during and after construction. Current industry precedent agreements impose liability on the company for repair and restoration of all surface/tile/municipal drainage with the company guaranteeing and being responsible for the integrity and performance of all drainage including increased drainage costs attributable to the pipeline. Landowners are entitled to a drainage integrity check on request and to inspect repairs. The company is responsible for the costs of an independent consultant to develop pre- and post-construction surface/tile drainage plans (reference i).

**Request:**

- a) Will NGTL agree to:
  - i) Repairing/restoring all surface/tile/municipal drainage?
  - ii) Guarantee and be responsible for the integrity and performance of all drainage affected by pipeline construction/operation?
  - iii) Responsibility for increased drainage costs attributable to pipeline construction/operation?
  - iv) Make available to landowners on request a drainage integrity check and enable landowners to inspect repairs?
  - v) Retainer of an independent consultant to design and install appropriate construction and post-construction surface/tile drainage?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL's preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 2.20

**Category:** Construction – Water discharge

**Topic:** Release consents/Off-easement rights

**Reference:** i) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 23, Water Discharge)

**Preamble:** NGTL’s application does not include provision for landowner consent to off-easement water discharge. Current industry precedent agreements require water discharge to an open drain, ditch or temporary tile with landowner consent required for use of existing tile with water filtration. Landowner consent is required for off-easement dewatering/filtration with provision for both a dewatering fee and damages (reference ii).

**Request:**

- a) Will NGTL agree to:
  - (i) Water discharge to an open drain, ditch, temporary tile, or, only with landowner consent and filtration, an existing tile?
  - (ii) Landowner consent required for off-easement dewatering/filtration with provision for a dewatering fee and damages equivalent to industry precedents?
- (b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 2.21

**Category:** Construction – Water wells/dugouts

**Topic:** Monitoring

**Reference:** i) A72401-13 , Appendix A: Environmental Protection Plan, (s. 7.1 PDF page 21 of 154)

ii) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 23-24, Water Wells/Dugouts)

**Preamble:** NGTL’s Environmental Protection Plan requires monitoring of wells within 100 metres of the right-of-way at landowner option (reference i). Industry precedent agreements provide for monitoring of both wells and dugouts within 100 metres and in the vicinity of the right-of-way on landowner request.

**Request:** a) Will NGTL agree to monitoring of both wells and dugouts within 100 metres and within the vicinity of the right-of-way on landowner request?  
b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.



**IR Number:** CAEPLA/SPLA 2.22

**Category:** Construction – Woodlot protection

**Topic:** Tree replacement/Value

**Reference:** i) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 24, Woodlot Protection)

**Preamble:** NGTL’s application does not address the replacement of shelter belt, aesthetic and woodlot trees. Current industry precedent agreements require the company to replace aesthetic and shelter belt trees on a 1:1 basis with minimum two metre height from nursery stock or reimburse landowners for this cost with a three year warranty and the company responsible for maintenance. Landowners are entitled to compensation for woodlot trees at the higher of crop loss or appraised merchantable value (reference i).

**Request:**

- a) Will NGTL agree to:
  - i) Replacement of shelter belt and aesthetic trees on a 1:1 basis with a minimum height of two metres from nursery stock or compensate landowners for this cost?
  - ii) NGTL’s three year warranty for such replacement trees and responsibility for maintenance?
  - iii) Landowner compensation for the value of woodlot trees at the higher of crop loss or appraised merchantable value?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 2.23

**Category:** Construction – Rupture/Contamination

**Topic:** Rupture restoration

**Reference:** i) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 24-25, Rupture/Contamination)

**Preamble:** NGTL’s application does not address the restoration of rupture contaminated soils. Current industry precedent agreements require the company to restore contaminated subsoil/topsoil, including soil importation, and provide for landowner compensation in accordance with the recommendations of a qualified independent consultant. The company undertakes to implement all commercially reasonable measures and to compensate landowners for resulting damages (reference i).

**Request:**

- a) Will NGTL agree to:
  - i) Restoration of contaminated subsoil/topsoil, including soil importation, in accordance with the recommendations of a qualified independent consultant?
  - ii) Implement all commercially reasonable measures and compensate landowners for resulting damages?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 2.24

**Category:** Post-Construction Investigative/ Maintenance Dig Process

**Topic:** Operations and maintenance agreement

**Reference:**

- i) A72401-1, Application (s. 10.3.2 PDF page 139 of 206)
- ii) Attachment 2 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Operations and Maintenance Landowner Issue Resolution – Industry Standards

**Preamble:** NGTL’s application includes reference to NGTL’s post-construction integrity management program including direct assessment, repair and replacement (reference i). Current industry precedent operations and maintenance agreements provide for mitigation of the impacts of pipeline operations on agricultural soils and interference with agricultural operations (reference ii – see CAEPLA/SPLA IR No. 4).

**Request:**

- a) Will NGTL commit to an operations and maintenance agreement with landowners equivalent to current industry precedents to mitigate the impacts of pipeline operations on agricultural soils and agricultural activities?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 3.1

**Category:** Land rights

**Topic:** Land rights valuation

**Reference:**

- i) A72401-1, Application (s. 11.5 PDF page 147 of 206)
- ii) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 27-28, Land rights compensation)

**Preamble:** NGTL’s application proposes land rights compensation for landowners based on appraised value/pattern of dealings (reference i). Current industry precedent agreements provide for ROW/TWS land rights at 156/78% of market value as established by regional baseline appraisals (including minimum value) or, at landowner option, individual appraisal with appraisals undertaken by an independent appraiser jointly agreed upon by the company and landowners (reference ii).

**Request:**

- a) Will NGTL agree to:
  - i) Land rights valuation equivalent to industry precedent agreements at 156/78% of market value established by regional baseline appraisals (including minimum value) or, at landowner option, individual appraisal?
  - ii) Appraisals to be undertaken by an independent appraiser jointly agreed upon by NGTL and landowners?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 3.2

**Category:** Signing bonuses

**Topic:** Equalization payment

**Reference:**

- i) Alberta Surface Rights Act, s. 19 (2)
- ii) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 26, Signing Bonuses)

**Preamble:** Landowners in Alberta with provincially regulated pipelines are entitled to an entry fee for ROW/TWS lands of \$500/acre to a maximum of \$5,000/tract (reference i). Current industry precedent agreements require companies with NEB regulated pipelines to pay to landowners an “equalization payment” equivalent to this entry fee (minimum one acre) and an advance payment of \$500/tract on account of survey access damages.

**Request:**

- a) Will NGTL agree to:
  - i) An “equalization payment” (minimum one acre) on ROW/TWS lands (plus GST/HST) equivalent to industry precedent agreements?
  - ii) Survey access damages advance equivalent to industry precedent agreements?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 3.3

**Category:** Crop loss

**Topic:** Construction/Future crop loss valuation/monitoring

**Reference:**

- i) A72401-1, Application (s. 11.8 PDF page 149 of 206)
- ii) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 26, Crop loss compensation)

**Preamble:** NGTL’s application provides that NGTL will make full compensation to landowners for any damages sustained (reference i). Current industry precedent agreements include provision for payment on all affected agricultural lands of a six year construction period loss and lump sum minimum future loss with a multi-year post-construction crop yield monitoring program to assess construction period and future loss and provide the basis for crop loss “top up”. Where construction activities take place in wet/thawed soil conditions, companies are required to compensate landowners at 150% of crop loss and disturbance damage compensation values in recognition of the increased damages. Companies are required to implement remediation measures recommended as a result of post-construction monitoring (reference ii).

**Request:**

- a) Will NGTL agree to:
  - i) Construction period and future crop loss valuation equivalent to industry precedents?
  - ii) A post-construction soils and crop yield monitoring program to assess construction period and future loss with provision for crop loss compensation “top up”?
  - iii) Implementation of remediation measures as determined by post-construction monitoring programs?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 3.4

**Category:** Disturbance

**Topic:** Disturbance damages valuation

**Reference:**

- i) A72401-1, Application (s. 11.8 PDF page 149 of 206)
- ii) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 27-28, Disturbance Damages Compensation)

**Preamble:** NGTL’s application provides for full compensation to landowners for any damages sustained (reference i). Current industry precedents require the company to pay disturbance damages for interference with agricultural operations and land use based upon a formula which includes consideration of negotiation time, extra tillage, disruption of planting/cultivation, restricted headlands, extra harvesting, topsoil damage and other factors. The company pays 150% increased disturbance for construction in wet/thawed soil conditions and in areas affected by directional drilling in recognition of increased disturbance. Additional disturbance compensation is paid for a residence’s proximity to construction activities. Agreements also provide for a linear disturbance trenching fee based upon ROW length across the property (reference ii).

**Request:**

- a) Will NGTL agree to:
  - i) Disturbance damage valuation equivalent to industry precedent agreements?
  - ii) Additional disturbance compensation for construction activities in wet/thawed soils and in areas affected by directional drilling?
  - iii) A linear disturbance trenching fee equivalent to industry precedent agreements based on ROW length?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 3.5

**Category:** Topsoil

**Topic:** Topsoil replacement

**Reference:** i) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 28-29, Topsoil)

**Preamble:** NGTL’s application does not address post-construction remediation of damaged topsoil. Current industry precedents include provision for post-construction monitoring of productivity by an independent consultant. Remediation to be undertaken by the company in accordance with consultant recommendations includes topsoil replacement where landowners continue to experience in excess of 50% crop loss with topsoil to be imported from a landowner approved source (reference i).

**Request:**

- a) Will NGTL agree to:
  - i) Post-construction monitoring of soils and productivity by an independent consultant?
  - ii) Remediation of topsoil damage as recommended by the consultant to include topsoil replacement where there is a continuing crop loss in excess of 50%?
  - iii) Topsoil to be imported from a landowner approved source?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.



**IR Number:** CAEPLA/SPLA 3.6

**Category:** Property amenities and non-agricultural lands

**Topic:** Damage components

**Reference:**

- i) A72401-1, Application (s. 11.8 PDF page 149 of 206)
- ii) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 29, Property Amenities and Non-Agricultural lands)

**Preamble:** NGTL’s application provides for NGTL to pay full compensation to landowners for any damages sustained (reference i). Current industry precedent agreements require compensation for property amenities and non-agricultural uses to include residences, barns, yard sites, trees, etc. (reference ii).

**Request:**

- a) Will NGTL agree to compensate landowners for property amenities and non-agricultural uses equivalent to industry precedents including residences, barns, yard sites, trees, etc.?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 3.7

**Category:** Above ground facilities

**Topic:** AGF compensation

**Reference:**

- i) A72401-5, Appendix 11-3: Sample Grant ROW Agreement – Alberta and British Columbia, (PDF at page 34-35 of 82, Above Ground Works and Access Right-of-Way)
- ii) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 29-30, Above Ground Facilities)

**Preamble:** NGTL’s proposed ROW Agreements provide for annual compensation for above ground facilities (reference i). Current industry precedent agreements provide for the company to enter into a surface lease for above ground facilities with additional annual compensation comparable to oil and gas facilities (minimum two acres) reviewable at five year intervals (reference ii).

**Request:**

- a) Will NGTL agree to entering into a surface lease with landowners for above ground facilities with additional annual compensation comparable to oil and gas facilities (minimum two acres) reviewable at five year intervals?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 3.8

**Category:** Dispute resolution

**Topic:** Construction disputes

**Reference:**

- i) A72401-1, Application (s. 8.1 PDF page 111 of 206 re: two construction spreads) and (s. 11.9.2 page 150-151 of 206 re: landowner consultation)
- ii) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 30, Dispute Resolution)

**Preamble:** NGTL’s application contemplates two construction spreads and provides for individual landowner consultation with respect to access and acquisition of land rights (reference i). Current industry precedent agreements establish a Joint Committee of company and landowner representatives for each construction spread to address and resolve construction disputes with further provision for mediation or NEB Appropriate Dispute Resolution for unresolved issues. Companies are required to track landowner complaints and resolution (reference ii).

**Request:**

- a) Will NGTL agree to:
  - i) A Joint Committee for each construction spread equivalent to industry precedent agreements for resolution of construction issues?
  - ii) Further provision for mediation or NEB Appropriate Dispute Resolution for unresolved issues?
  - iii) Tracking landowner complaints and resolution?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 4.1

**Category:** Pre-Construction Commitments – Landowner meeting

**Topic:** Minimum notice

**Reference:**

- i) NEB O&M Guidelines (Jan. 2013- updated to July, 2015) (s. 4.1 PDF page 8 of 43)
- ii) Attachment 2 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Operations and Maintenance Landowner Issue Resolution – Industry Standards (page 1, Landowner meeting)

**Preamble:** NGTL has no operations and maintenance agreement with landowners. Current industry precedent agreements require that the company notify the landowner of operations and maintenance activities at least 7 days in advance of entry and that the company will comply with NEB regulatory requirements where landowners issues have not been addressed (reference i and ii). The company is to meet with landowners at that time to discuss the proposed construction activity, access, dig site identification and advance compensation.

**Request:**

- a) Will NGTL agree to:
  - i) Minimum 7 days advance notice to landowners of operations and maintenance activities and compliance with NEB regulatory notice requirements?
  - ii) A pre-dig meeting with landowners to discuss proposed construction activity, access, dig site identification and advance compensation?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL's preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 4.2

**Category:** Pre-Construction Commitments – Land identification/use

**Topic:** Pre-construction agreement

**Reference:** i) Attachment 2 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Operations and Maintenance Landowner Issue Resolution – Industry Standards (page 1-2, Land Identification/Use )

**Preamble:** NGTL has no operations and maintenance agreement with landowners. Current industry precedents require that, in connection with integrity and maintenance operations on all pipelines and except in case of emergency, no construction activity is to commence until following completion of the landowner meeting and a written agreement identifying impacted access and dig site lands. Use of access lands is limited to the movement of equipment, supplies and personnel. For purposes of clubroot soil testing, primary agricultural access, the access route and dig site are identified. The company has no right to enter additional lands without landowner consent and further compensation (reference i).

**Request:**

- a) Will NGTL agree to:
  - i) No entry for integrity and maintenance operations on all pipelines except in cases of emergency until completion of the landowner meeting and a written agreement equivalent to industry precedent agreements identifying impacted access and dig site lands and resolving advance compensation?
  - ii) Limiting use of access lands to the movement of equipment, supplies and personnel?
  - iii) Identifying primary agricultural access, the access route and dig site for clubroot soil testing?
  - iv) No access to other lands without landowner consent and additional compensation?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL's preamble to the CAEPLA/SPLA IRs.

- IR Number:** CAEPLA/SPLA 4.3
- Category:** Pre-Construction Commitments – Operations/Maintenance classification
- Topic:** Investigative/Replacement digs
- Reference:**
- i) Attachment 2 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Operations and Maintenance Landowner Issue Resolution – Industry Standards (page 2, Operation/Maintenance Classification )
  - ii) Attachment 2A – Towerbirch Expansion Project: Operations/Maintenance Activities (page 1)
- Preamble:** NGTL has no operations and maintenance agreement with landowners. Current industry precedents classify operations and maintenance activities as investigative or replacement digs and for each dig category prescribe construction time; ground pressure equipment specification; stripping/matting requirements for access, topsoil storage and dig site lands; and disturbance/crop loss compensation values reflecting these different land use impacts (reference i and ii).
- Request:**
- a) Will NGTL agree to:
    - i) Categorization of operations and maintenance activities equivalent to current industry precedent agreements?
    - ii) Construction time, equipment specification and stripping/matting requirements for different dig categories?
    - iii) Disturbance/crop loss compensation values reflecting different land use?
  - b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL's preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 4.4

**Category:** Pre-Construction Commitments – Fixed term

**Topic:** Entry authorization

**Reference:** i) Attachment 2 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Operations and Maintenance Landowner Issue Resolution – Industry Standards (page 3, Fixed Term )

**Preamble:** NGTL has no operations and maintenance agreement with landowners. Current industry precedent agreements limit landowner dig authorization to a period of 24 months requiring further landowner consent for extension (reference i).

**Request:**

- a) Will NGTL agree to limiting landowner authorization for integrity dig entry to 24 months with further landowner consent required for extension?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 4.5

**Category:** Pre-Construction Commitments – Damage compensation

**Topic:** Compensation structure

**Reference:** i) Attachment 2 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Operations and Maintenance Landowner Issue Resolution – Industry Standards (page 3, Damage compensation)

**Preamble:** NGTL has no operations and maintenance agreement with landowners. Current industry precedents require compensation to landowners for land use, disturbance and crop loss on on- and off-easement access, dig site, TWS, trapped lands and headlands (minimum 0.5 acres) reflecting different land use. For construction in wet/thawed soil conditions or before/after the agreed construction period, companies are required to pay 150% crop loss/disturbance compensation reflecting resulting increased damages. Crop loss compensation includes construction period damages and future loss with provision for future loss “top up”. Landowners are compensated for woodlot trees on the basis of the higher of crop loss or appraised merchantable value (reference i).

**Request:** a) Will NGTL agree to:

- i) Payment of land use, disturbance, construction and future crop loss on all on- and off-easement access, dig site, TWS, trapped lands and headlands (minimum 0.5 acres)?
- ii) 150% crop loss and disturbance damages for construction in wet/thawed soil conditions or before/after an agreed construction period?
- iii) The higher of crop loss or appraised merchantable value for woodlot tree compensation?

b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.



**IR Number:** CAEPLA/SPLA 4.6

**Category:** Pre-Construction Commitments – Liability/Indemnity

**Topic:** Landowner risk

**Reference:** i) Attachment 2 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Operations and Maintenance Landowner Issue Resolution – Industry Standards (page 4, Liability/Indemnity )

**Preamble:** NGTL has no operations and maintenance agreement with landowners. Current industry precedent agreements impose upon the company all liability related to their operations, including environmental liability, and provide landowners with an indemnity with respect thereto (reference i).

**Request:**

- a) Will NGTL agree to providing to landowners acknowledgment of liability for their operations, including environmental liability, and an indemnity with respect thereto?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 4.7

**Category:** Pre-Construction Commitments – Report

**Topic:** Landowner disclosure

**Reference:** Attachment 2 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Operations and Maintenance Landowner Issue Resolution – Industry Standards (page 4, Report )

**Preamble:** NGTL has no operations and maintenance agreement with landowners. Current industry precedents require the company to provide periodic updates with respect to their construction activities and, upon completion, a summary report with respect to their findings/corrective action (reference i).

**Request:**

- a) Will NGTL agree to providing landowners with periodic updates with respect to their construction activities and, upon completion, a report with respect to findings/corrective action?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 4.8

**Category:** Pre-Construction Commitments – Survival

**Topic:** Continuing obligations

**Reference:** i) Attachment 2 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Operations and Maintenance Landowner Issue Resolution – Industry Standards (page 4, Survival )

**Preamble:** NGTL has no operations and maintenance agreement with landowners. Current industry precedents provide for a continuation of the company's obligations post-construction with respect to drainage, soil restoration and damage compensation (reference i).

**Request:**

- a) Will NGTL agree to continuing post-construction obligations to landowners with respect to drainage, soil restoration and damage compensation?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL's preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 4.9

**Category:** Pre-Construction Commitments – Dispute resolution

**Topic:** Construction issues

**Reference:** i) Attachment 2 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Operations and Maintenance Landowner Issue Resolution – Industry Standards (page 4-5, Dispute Resolution)

**Preamble:** NGTL has no operations and maintenance agreement with landowners. Current industry precedents provide for an independent construction auditor of the company's integrity digs. There is a Joint Committee of company and landowner representatives to address construction issues with provision for mediation/arbitration for unresolved issues (reference i).

**Request:** a) Will NGTL agree to:

- i) An independent construction auditor for its integrity digs?
- ii) A Joint Committee of company and landowner representatives to address construction issues?
- iii) Mediation/arbitration for unresolved issues equivalent to industry precedent agreements?

b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL's preamble to the CAEPLA/SPLA IRs.

- IR Number:** CAEPLA/SPLA 4.10
- Category:** Pre-Construction Commitments – Agricultural access
- Topic:** Agricultural interference
- Reference:** i) Attachment 2 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Operations and Maintenance Landowner Issue Resolution – Industry Standards (page 5, Agricultural Access)
- Preamble:** NGTL has no operations and maintenance agreement with landowners. Current industry precedent agreements require the company to maintain access for all farm equipment. No dig related vehicles, equipment or signage is to be placed where they may impede road traffic (reference i).
- Request:**
- a) Will NGTL agree to:
    - i) Maintaining access for all farm equipment?
    - ii) No placement of dig related vehicles, equipment or signage where they may impede road traffic?
  - b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL's preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 4.11

**Category:** Pre-Construction Commitments – Review

**Topic:** Periodic update

**Reference:** i) Attachment 2 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Operations and Maintenance Landowner Issue Resolution – Industry Standards (page 5, Review)

**Preamble:** NGTL has no operations and maintenance agreement with landowners. Current industry precedent agreements require review of current operations and maintenance agreements at 5 year intervals or earlier if there is a material change (reference i).

**Request:**

- a) Will NGTL, as a condition of an operations and maintenance agreement, agree to 5 year review of the agreement or earlier if there is a material change?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL's preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 4.12

**Category:** Construction – Workspace

**Topic:** Workspace identification

**Reference:** i) Attachment 2 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Operations and Maintenance Landowner Issue Resolution – Industry Standards (page 5-6, Workspace)

**Preamble:** NGTL has no operations and maintenance agreement with landowners. Current industry precedent agreements require the company to stake dig site, access and topsoil storage lands to prevent encroachment upon lands otherwise than as agreed with the landowner (reference i).

**Request:** a) Will NGTL agree to staking dig site, access and topsoil storage lands equivalent to industry precedent agreements?  
b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 4.13

**Category:** Construction – Time

**Topic:** Dig time

**Reference:** i) Attachment 2 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Operations and Maintenance Landowner Issue Resolution – Industry Standards (page 6, Time)

**Preamble:** NGTL has no operations and maintenance agreement with landowners. Current industry precedent agreements prescribe dig times for different dig categories (reference i).

**Request:** a) Will NGTL agree to dig times for different dig categories?  
b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL's preamble to the CAEPLA/SPLA IRs.



**IR Number:** CAEPLA/SPLA 4.14

**Category:** Construction – Construction season

**Topic:** Seasonal parameter

**Reference:** i) Attachment 2 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Operations and Maintenance Landowner Issue Resolution – Industry Standards (page 6, Construction Season)

**Preamble:** NGTL has no operations and maintenance agreement with landowners. Current industry precedents prescribe an agreed construction season to mitigate damage to agricultural soils and interference with agricultural operations (reference i).

**Request:** a) Will NGTL agree to a construction season equivalent to industry precedent agreements?  
b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL's preamble to the CAEPLA/SPLA IRs.

- IR Number:** CAEPLA/SPLA 4.15
- Category:** Construction – Equipment specifications
- Topic:** Construction equipment/Matting
- Reference:** i) Attachment 2 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Operations and Maintenance Landowner Issue Resolution – Industry Standards (page 6-7, Equipment Specifications)
- Preamble:** NGTL has no operations and maintenance agreement with landowners. Current industry precedent agreements prescribe the use of farm equipment and restrict the use of construction equipment for unstripped lands, mats (light) and mats (heavy). Landowners have the option of requesting construction mats (reference i).
- Request:**
- a) Will NGTL agree to:
    - i) Requiring use of farm equipment and restricting construction equipment on unstripped lands, mats (light) and mats (heavy) equivalent to industry precedent agreements?
    - ii) Provide to landowners the option of requesting construction mats for all equipment travel?
  - b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 4.16

**Category:** Construction – Topsoil stripping/Storage

**Topic:** Soil preservation

**Reference:** i) Attachment 2 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Operations and Maintenance Landowner Issue Resolution – Industry Standards (page 7, Topsoil Stripping/Storage)

**Preamble:** NGTL has no operations and maintenance agreement with landowners. Current industry precedent agreements require pre-activity soil and compaction testing, dig site stripping (minimum 0.5 acres) with separate topsoil/subsoil storage. Access lands limited to 15 feet in width are to be stripped on request (reference i).

**Request:**

- a) Will NGTL agree to :
  - i) Pre-activity soil/compaction testing?
  - ii) Dig site stripping with separate topsoil/subsoil storage?
  - iii) Stripping of access lands to a maximum of 15 feet on landowner request?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL's preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 4.17

**Category:** Construction – Construction practices

**Topic:** Damage mitigation

**Reference:** i) Attachment 2 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Operations and Maintenance Landowner Issue Resolution – Industry Standards (page 7-8, Construction Practices)

**Preamble:** NGTL has no operations and maintenance agreement with landowners. Current industry precedent agreements require the company to mitigate damages through implementation of standard practices and good and workman like performance. Sandblasting must be conducted within an enclosure with all sandblasting materials to be collected and removed. Companies must remove all debris, imported stone and geotech material (reference i).

**Request:**

- a) Will NGTL agree to:
  - i) Implementation of standard practices and good and workman like performance to mitigate damages?
  - ii) Sandblasting only within enclosures with all sandblasting materials to be collected and removed?
  - iii) Removal all debris, imported stone and geotech material?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL's preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 4.18

**Category:** Construction – Grading

**Topic:** Crown

**Reference:** i) Attachment 2 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Operations and Maintenance Landowner Issue Resolution – Industry Standards (page 8-9, Grading)

**Preamble:** NGTL has no operations and maintenance agreement with landowners. Current industry precedents require that lands be returned to surveyed preconstruction grade. Crowning in excess of 2” is to be eliminated through stripping and subsoil removal. Companies are required to stone pick (reference i).

**Request:**

- a) Will NGTL agree to:
  - i) Returning lands to surveyed pre-construction grade?
  - ii) Removal of crown in excess of 2” through stripping and subsoil removal?
  - iii) Stone picking?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 4.19

**Category:** Construction – Subsidence/Erosion

**Topic:** Topsoil importation

**Reference:** Attachment 2 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Operations and Maintenance Landowner Issue Resolution – Industry Standards (page 9, Subsidence/Erosion)

**Preamble:** NGTL has no operations and maintenance agreement with landowners. Current industry precedent agreements require the company to remedy subsidence more than 2” through topsoil importation from a landowner approved source (reference i).

**Request:**

- a) Will NGTL agree to remedy subsidence in excess of 2” through topsoil importation from a landowner approved source?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 4.20

**Category:** Construction – Trees

**Topic:** Tree replacement/Compensation

**Reference:** i) Attachment 2 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Operations and Maintenance Landowner Issue Resolution – Industry Standards (page 9, Trees)

**Preamble:** NGTL has no operations and maintenance agreement with landowners. Current industry precedent agreements require the company to replace aesthetic and shelter belt trees on a 1:1 basis with minimum two metre height from nursery stock or reimburse landowners for this cost with a three year warranty and the company responsible for maintenance. Landowners are entitled to compensation for woodlot trees at the higher of crop loss or appraised merchantable value (reference i).

**Request:** a) Will NGTL agree to:

- i) Replacement of shelter belt and aesthetic trees on a 1:1 basis with a minimum height of two metres from nursery stock or compensate landowners for this cost?
- ii) NGTL’s three year warranty for such replacement trees and responsibility for maintenance?
- iii) Landowner compensation for the value of woodlot trees at the higher of crop loss or appraised merchantable value?

b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 4.21

**Category:** Construction – Wet/Thawed soils

**Topic:** WSSD procedure implementation

**Reference:** (i) Attachment 2 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Operations and Maintenance Landowner Issue Resolution – Industry Standards (page 9-10, Wet/Thawed Soils)

**Preamble:** NGTL has no operations and maintenance agreement with landowners. Current industry precedents obligate the company to consult with the landowner with respect to the implementation of WSSD procedure including requirements for consideration of plasticity, early implementation of work modification and work suspension after topsoil replacement. Companies are to restrict activities to the narrowest practicable area with full topsoil stripping and are required to use wide track/low ground pressure equipment (reference i).

**Request:**

- a) Will NGTL agree to:
  - i) Landowner consultation with respect to implementation of WSSD procedure?
  - ii) Consideration of plasticity, early implementation of work modification and work suspension after topsoil replacement?
  - iii) Restricting work activities to the narrowest practicable area with full topsoil stripping?
  - iii) Use wide track/low ground pressure equipment?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL's preamble to the CAEPLA/SPLA IRs.



**IR Number:** CAEPLA/SPLA 4.22

**Category:** Construction – Weed control

**Topic:** Prevention/Mitigation

**Reference:**

- i) Attachment 1 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Construction Landowner Issue Resolution – Recent Settlements (page 15-16, Clubroot, soil sampling)
- ii) Attachment 2 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Operations and Maintenance Landowner Issue Resolution – Industry Standards (page 10, Weed Control)

**Preamble:** NGTL has no operations and maintenance agreement with landowners. Current industry precedents require the company to mitigate the risk of introduction and spread of noxious weeds through implementation of equipment cleaning, monitoring and control of weed infestations and reseeded. The company is required to implement requirements of the Clubroot Biosecurity Agreement (reference i and ii).

**Request:**

- a) Will NGTL agree to:
  - i) Mitigating the risk of introduction and spread of noxious weeds through equipment cleaning, monitoring and control of noxious weeds, and reseeded equivalent to industry precedent agreements?
  - ii) Implementation of soil testing and mitigation measures in accordance with the requirements of a clubroot biosecurity agreement equivalent to industry precedent agreements?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL's preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 4.23

**Category:** Construction – Water

**Topic:** Dewatering consents/Compensation

**Reference:** i) Attachment 2 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Operations and Maintenance Landowner Issue Resolution – Industry Standards (page 11, Water)

**Preamble:** NGTL has no operations and maintenance agreement with landowners. Current industry precedent agreements require landowner consent for dewatering with silt filtration. Dewatering land impacts are to be compensated as crop loss and TWS to be acquired for dewatering equipment (reference i).

**Request:**

- a) Will NGTL agree to:
  - i) Requiring landowner consent for dewatering with silt filtration?
  - ii) Compensation for dewatering land impacts as crop loss and obtaining TWS for dewatering equipment?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL's preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 4.24

**Category:** Construction – Water wells/Dugouts

**Topic:** Water testing

**Reference:** i) Attachment 2 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Operations and Maintenance Landowner Issue Resolution – Industry Standards (page 11, Water Wells/Dugouts)

**Preamble:** NGTL has no operations and maintenance agreement with landowners. Current industry precedent agreements require the company to conduct pre/post-dig testing on request of the landowner within 50 metres of construction. Where water supply is impacted, the company is required to provide an alternative supply and to remediate damage (reference i).

**Request:**

- a) Will NGTL agree to:
  - i) Testing of water supply sources pre/post-dig on landowner request within 50 metres of construction?
  - ii) Where water supply is adversely impacted, provision of alternative supply?
  - iii) Remediation of damage?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL's preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 4.25

**Category:** Remediation – Land restoration

**Topic:** Restoration standard

**Reference:** i) Attachment 2 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Operations and Maintenance Landowner Issue Resolution – Industry Standards (page 11-12, Land Restoration)

**Preamble:** NGTL has no operations and maintenance agreement with landowners. Current industry standard agreements require that lands be restored to their former state with tiles, gates and fences to original performance. The company is required to retain an independent consultant for remediation of impacted lands in excess of one acre (reference i).

**Request:**

- a) Will NGTL agree to:
  - i) Restoration of lands to their former states and tiles, gates and fences to their original performance?
  - ii) Retainer of an independent consultant where impacted lands exceed one acre?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL's preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 4.26

**Category:** Remediation – Cultivation/Stone picking

**Topic:** Soil restoration

**Reference:** i) Attachment 2 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Operations and Maintenance Landowner Issue Resolution – Industry Standards (page 12, Cultivation/Stone picking)

**Preamble:** NGTL has no operations and maintenance agreement with landowners. Current industry precedent agreements require that soils be restored to original soil horizons and soil compaction to within 5% of original density. To mitigate compaction, the company is required to subsoil/chisel plow/paraplow. The company is required to remove stones from the upper 30 cm in excess of 2” for two years and to an equivalence with adjacent lands (reference i) .

**Request:**

- a) Will NGTL agree to:
  - i) Restoration of original soil horizons and compaction to within 5% of original density?
  - ii) Mitigate compaction by subsoil/chisel plow/paraplow?
  - iii) Remove stones in excess of 2” from the upper 30 cm for a period of two years and to equivalence with adjacent lands?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 4.27

**Category:** Remediation – Drainage

**Topic:** Drainage restoration

**Reference:** i) Attachment 2 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Operations and Maintenance Landowner Issue Resolution – Industry Standards (page 12-13, Drainage)

**Preamble:** NGTL has no operations and maintenance agreement with landowners. Current industry precedent agreements require the company to make its best efforts to avoid drainage and to repair, restore and maintain drainage to as found condition. The company is to retain a tile contractor to address drainage issues and accommodate future surface and tile drainage. The company must remedy all surface/tile/municipal drainage problems. Temporary drainages is to be installed during construction and appropriate support is to be provided for new tile (reference i).

**Request:**

- a) Will NGTL agree to:
  - i) Best efforts to avoid existing drainage and to repair, restore and maintain drainage to as found condition?
  - ii) Retain a tile contractor to address drainage issues and accommodate future surface and tile drainage?
  - iii) Remedy all surface/tile/municipal drainage problems?
  - iv) Install temporary drainage and provide adequate support for new tile?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL's preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 4.28

**Category:** Remediation – Fences

**Topic:** Fence restoration

**Reference:** i) Attachment 2 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Operations and Maintenance Landowner Issue Resolution – Industry Standards (page 13, Fences)

**Preamble:** NGTL has no operations and maintenance agreement with landowners. Current industry precedent agreements require the company to restore fences to original state (reference i).

**Request:** a) Will NGTL agree to restoring fences to original state?  
b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL's preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 4.29

**Category:** Remediation – Owner satisfaction

**Topic:** Landowner release/Survey

**Reference:** i) Attachment 2 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Operations and Maintenance Landowner Issue Resolution – Industry Standards (page 13, Owner Satisfaction)

**Preamble:** NGTL has no operations and maintenance agreement with landowners. Current industry precedent agreements require landowner satisfaction before signing clean up approval with landowner release specific to work to date and provision for continuing company liability. Landowners are requested to complete a landowner survey with respect to the dig operations on their property (reference i).

**Request:**

- a) Will NGTL agree to:
  - i) Ensuring landowner satisfaction before requesting signing of a clean up approval?
  - ii) Landowner release to be specific to work to date with provision for continuing NGTL liability?
  - iii) Development of a landowner survey to measure landowner satisfaction with respect to NGTL integrity dig operations?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL's preamble to the CAEPLA/SPLA IRs.



**IR Number:** CAEPLA/SPLA 4.30

**Category:** Remediation – Soil testing

**Topic:** Pre-/Post-construction testing

**Reference:** i) Attachment 2 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Operations and Maintenance Landowner Issue Resolution – Industry Standards (page 13-14, Soil Testing)

**Preamble:** NGTL has no operations and maintenance agreement with landowners. Current industry precedent agreements prescribe pre/post-soil fertility/compaction/weed testing on and off-easement by a jointly retained independent consultant. The compaction is to be remediated before topsoil return. The company is required to implement remediation recommendations including topsoil replacement and crop loss monitoring. The company is required to undertake soil sampling/testing and implement mitigation measures in accordance with the Clubroot Biosecurity Agreement (reference i).

**Request:**

- a) Will NGTL agree to:
  - i) Retaining an independent consultant jointly with landowners to conduct pre/post soil fertility/compaction/weed testing on and off-easement?
  - ii) Remediate compaction before topsoil return?
  - iii) Implement remediation recommendations including topsoil replacement and crop loss monitoring?
  - iv) Implement soil sampling/testing and mitigation in accordance with a clubroot biosecurity agreement (see CAEPLA/SPLA IR No. 2.10)?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL's preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 4.31

**Category:** Remediation – Cover crops

**Topic:** Post-construction soil remediation

**Reference:** i) Attachment 2 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Operations and Maintenance Landowner Issue Resolution – Industry Standards (page 14, Cover Crops)

**Preamble:** NGTL has no operations and maintenance agreement with landowners. Current industry precedent agreements permit landowners to remediate soils through planting a cover crop three years post-construction with provision for “top up” compensation (reference i).

**Request:**

- a) Will NGTL agree to providing the landowners the option of planting a cover crop three years post-construction with provision for “top up” compensation?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL’s preamble to the CAEPLA/SPLA IRs.

**IR Number:** CAEPLA/SPLA 4.32

**Category:** Compensation Structure – Pre-negotiated values

**Topic:** Advance compensation/Additional compensation

**Reference:** i) Attachment 2 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Operations and Maintenance Landowner Issue Resolution – Industry Standards (page 14-15, Pre-negotiated Values)

**Preamble:** NGTL has no operations and maintenance agreement with landowners. Current industry precedent agreements provide for advance compensation to landowners in accordance with pre-negotiated compensation values based on a minimum dig site of 0.5 acres. Companies are required to pay 150% crop loss and disturbance damages where construction is conducted in wet soil conditions, construction takes place before or after the agreed construction season, or construction time exceeds the prescribed time in recognition of increased damages(reference i).

**Request:**

- a) Will NGTL agree to:
  - i) Advance compensation to landowners in accordance with pre-negotiated compensation values with a minimum dig site of 0.5 acres?
  - ii) Payment of 150% disturbance and crop loss damages where construction takes place in wet/thawed soil conditions, before or after the agreed construction season, or construction exceeds the prescribed time?
- b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL's preamble to the CAEPLA/SPLA IRs.

- IR Number:** CAEPLA/SPLA 4.32
- Category:** Compensation Structure – Land use/Disturbance/Crop loss
- Topic:** Compensation values
- Reference:** i) Attachment 2 – CAEPLA/SPLA v NGTL Towerbirch Expansion Project: Operations and Maintenance Landowner Issue Resolution – Industry Standards (page 14-15, Pre-negotiated Values)
- Preamble:** NGTL has no operations and maintenance agreement with landowners. Current industry precedent agreements provide pre-negotiated land rights, disturbance and crop loss compensation values equivalent to recent new construction and reviewable at 5 year intervals (reference i).
- Request:**
- a) Will NGTL agree to:
    - i) Payment of pre-negotiated compensation values equivalent to TEP compensation for land rights, disturbance and crop loss equivalent to industry precedent agreements (see CAEPLA/SPLA IR No. 3.1, 3.3 and 3.4)?
  - b) If not, why not?

**Response:**

a) and b)

This IR relates to points of negotiation between NGTL and CAEPLA/SPLA and therefore NGTL declines to respond for the reasons set out in NGTL's preamble to the CAEPLA/SPLA IRs.