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August 2, 2011

BY COURIER, EMAIL AND RESS

Ms. Kirsten Walli  
Board Secretary  
Ontario Energy Board  
2300 Yonge Street  
27th Floor, Box 2329  
Toronto, ON M4P 1 E4

Dear Ms. Walli:

**Re: Trout Creek Wind Power Inc.  
Argument in Chief  
Board File No: EB-2011-0209**

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We are counsel to Trout Creek Wind Power Inc. ("Trout Creek").

Please find enclosed two (2) copies of Trout Creek's Argument in Chief. Electronic copies have been filed on the Board's RESS.

Yours truly,

AIRD & BERLIS LLP



Scott A. Stoll  
SAS/hm

Encl.

cc. Miriam Heinz  
Anne Marie Reilly  
Gona Jaffe

10468252.1

1                   **IN THE MATTER** of the Ontario Energy Board  
2                   *Act, 1998, S.O. 1998, c.15, Schedule B;*  
3

4                   **AND IN THE MATTER** a request for an order(s)  
5                   pursuant to section 74(1)(b) amending the  
6                   distribution license of Hydro One Networks Inc. to  
7                   provide an exemption from compliance with  
8                   sections 6.2.4.1(e) and 6.2.18(a) of the Distribution  
9                   System Code in respect of the Trout Creek Power  
10                  Inc. For the Trout Creek Wind Farm (Hydro One  
11                  Connection No. 12,780);

12  
13                                   **ARGUMENT IN CHIEF**  
14                                   **OF TROUT CREEK WIND POWER INC.**

15  
16  
17                   **Part I.           Introduction**

18   Trout Creek Wind Power Inc. ("**Trout Creek**" or the "**Applicant**"), a licensed generator, EG-  
19   2008-0130 (Exhibit B, Tab 1, Schedule 4), is requesting an amendment of Hydro One Networks  
20   Inc.'s ("**Hydro One**") distribution license ED-2003-0043, schedule 3, (Exhibit B, Tab 1,  
21   Schedule 2) to provide an exemption from sections 6.2.4.1(e)(i) and 6.2.18(a) of the Distribution  
22   System Code ("**DSC**"). The mandatory timing requirements of the DSC combined with the  
23   prolonged, ever evolving limitations and requirements of the regulatory approvals process for  
24   projects on Crown land and the Ontario Power Authority's ("**OPA's**") Feed-In Tariff Program  
25   ("**FIT**") development timelines require Trout Creek to seek this exemption to better align the  
26   with the development process.

27   The failure to provide the requested relief would obligate Trout Creek to immediately pay  
28   \$3,402,574.64 to Hydro One as a Connection Cost Estimate Deposit ("**CCD**") or lose its  
29   allocated capacity – and the necessary connection to the grid. Requiring such a large payment so  
30   early in the development cycle will result in the proposed project, the Trout Creek Wind Farm,

1 being discontinued. The discontinuance of a renewable energy project, in a depressed area, is  
2 not in the public interest.

3 Trout Creek is not suggesting that proper costs of connection are not paid by the generator, but  
4 rather, that the front-end loading of such costs, more than 3 years prior to the revised Milestone  
5 Date for Commercial Operation (defined in the FIT Contract, "MDCO"), prior to being able to  
6 complete testing and permitting would be fatal to this project. The CCD is more than 10% of the  
7 overall capital investment in the Project and the developer is not able to secure financing because  
8 of the lack of progress in respect of site control and permitting. The OPA recognized the delays  
9 in the development of the Trout Creek Wind Farm were beyond the control of the Applicant. For  
10 the reasons set out herein, Trout Creek submits the proposed amendment to the Hydro One  
11 license is in the public interest and should be granted by the Board.

12 **Part II. The Requested Relief and DSC Provisions**

13 **(a) The Requested Relief**

14 As part of the Application, Trout Creek had requested interim relief from the Board. The Board  
15 granted interim relief which required Trout Creek to enter in a Connection Cost Agreement  
16 ("CCA") and obligated Trout Creek to make an initial payment of \$200,000 within 30 days of  
17 the Interim Decision. Trout Creek entered the CCA and paid the deposit of \$200,000. This  
18 preserved the capacity allocation to Trout Creek for the conduct of this hearing.

19 In addition to the interim relief Trout Creek sought permanent relief to amend Schedule 3 of the  
20 distribution license of Hydro One to include the following exemption:

21 *"For the Trout Creek Wind Farm (Hydro One Project #12,780), Hydro One shall be*  
22 *exempted from the current connection cost deposit stipulated in s. 6.2.18(a) of the*  
23 *Distribution System Code (the "DSC) and shall, instead, adhere to the following*  
24 *schedule:*

- 25 (1) *\$20,000 per MW of capacity shall be paid by the proponent to Hydro One*  
26 *upon the execution of the Connection Cost Agreement.*
- 27 (2) *An additional deposit in the amount of 30% of the total estimated cost, as*  
28 *estimated by Hydro One, less the amount received by Hydro One under*



paragraph 1 above, shall be paid by the proponent to Hydro One no later than 4 months after the proponent notifies Hydro One that it has completed the Renewable Energy Approval.

(3) No later than 180 days after Hydro One receives payment of the amount referenced in paragraph 2 above, Hydro One shall provide to the proponent a construction schedule and a more accurate estimate of the project cost, if such estimate is requested and paid for by the proponent. The payment for the estimate shall be drawn from the deposit to the extent possible.

(4) The balance of the total estimated cost, as estimated by Hydro One based upon the best available information, shall be paid by the proponent to Hydro One no later than 30 days after the proponent notifies Hydro One that it is proceeding to construction.

(5) Hydro One and the proponent shall mutually agree upon an in-service date that is no later than 2 years after Hydro One receives the balance referenced in paragraph 4, above, subject to the following: in cases where a transmission upgrade or new transmission facilities are required, Hydro One and the proponent may agree to an in-service date that is later than two years after Hydro One receives the balance referenced in paragraph 4, above.

(6) The Expansion Deposit, as stipulated by Section 3.2.20 of the DSC shall be paid to Hydro One at the same time as the payment in paragraph 4.

Notwithstanding the foregoing, if at any time the above-noted payments to Hydro One are insufficient to cover Hydro One's costs as estimated by Hydro One, the proponent shall pay, to Hydro One, additional funding sufficient to meet the shortfall identified by Hydro One, and Hydro One shall be relieved of its obligation to perform such further work until it receives the said additional funding.

The exemption is intended to demonstrate a significant financial commitment to pursuing the project through the immediate payment of \$200,000. It should be noted that Trout Creek has also provided \$200,000 to the OPA as Initial Security pursuant to section 5.1 of the FIT Contract (Exhibit B, Tab 6). Further, the exemption is intended to ensure Trout Creek pursues the project in an earnest manner while aligning payment obligations to Hydro One to align with achievements in the permitting and development of the project. Finally, paragraph (5) of the exemption and the closing paragraph are intended to ensure that Hydro One is not put at risk, either from timing or a financial perspective.



Trout Creek is of the view that the proposed exemption: (i) is in the public interest; (ii) is consistent with the principles that the distributor should not be at risk; (iii) requires that the generator pays its fair costs at a reasonable point in the development of the project; and (iv) that the project not unduly hold capacity allocations where the project is not progressing through to completion.

**(b) The DSC Provision**

The DSC requires a distributor to enter into a CCA with a renewable generator within 6 months of having allocated capacity to the applicant. At the time the CCA is executed, the applicant generator must provide 100% of the estimated cost of connection – the CCD. Failure to provide the necessary CCD obligates the distributor to remove the allocated capacity. Loss of the allocated capacity may result in the termination of the project, and/or the loss of funds expended to date such as the security deposit placed with the OPA. The relevant sections of the DSC are reproduced below:

*“6.2.4.1 Subject to section 6.2.4.2, a distributor shall establish and maintain a capacity allocation process under which the distributor will process applications for the connection of embedded generation facilities. The capacity allocation process shall meet the following requirements:*

*(e) an applicant shall have its capacity allocation removed if:*

*i. a connection cost agreement has not been signed in relation to the connection of the embedded generation facility within 6 months of the date on which the applicant received a capacity allocation for the proposed embedded generation facility;.....*

*6.2.18 A distributor shall enter into a connection cost agreement with an applicant in relation to a small embedded generation facility, a mid-sized embedded generation facility or a large embedded generation facility. The connection cost agreement shall include the following:*

*a. a requirement that the applicant pay a connection cost deposit equal to 100% of the total estimated allocated cost of connection at the time the connection cost agreement is executed;”*

Trout Creek understands the intent of these provisions of the DSC were intended to deal with queue squatting – a practice that had developed under the Renewable Energy Standard Offer

1 Program in which developers sat on allocated capacity even though their projects were not going  
2 to be developed. This practice bogged down the system and prevented projects from being  
3 developed. The provisions of the DSC were put in place just prior to the launch of the FIT  
4 Program and at the beginning of the implementation of the Renewable Energy Approval process.  
5 Further, the Crown site release policy has been a work in progress. Finally, the DSC provides a  
6 hard date and does not make provision for the occurrence of *Force Majeure* events. As such, the  
7 DSC provisions while achieving certain objectives, have the potential to create unforeseen  
8 problems for certain developments like the Trout Creek Wind Farm.

9 Trout Creek, like most other developers, relies upon outside sources of financing for its projects.  
10 These investors or lenders understandably require certain milestones to be achieved prior to  
11 advancing monies. However, in the present situation, the DSC requires the advancement of  
12 \$3,402,574.64 or more than 10% of the total project and through no fault of Trout Creek the  
13 meteorological testing has not yet been completed nor has a land agreement been executed with  
14 MNR. Without the exemption, the payment must be made or Trout Creek will have its allocated  
15 capacity removed and the project will not proceed.

16 **PART III. The Test for Granting Amendments**

17 ***(a) The Board's Jurisdiction and "Public Interest"***

18 Trout Creek has requested the Board amend the license of Hydro One to provide an exemption to  
19 certain sections of the DSC. The authority of the Board to amend a license is established by  
20 Section 74(1)(b) of the OEB Act which permits any person to apply for an amendment to a  
21 license.

22 *"74.(1) The Board may, on the application of any person, amend a licence if it considers*  
23 *the amendment to be,*

24 *(a) necessary to implement a directive issued under this Act; or*

25 *(b) in the public interest, having regard to the objectives of the Board and the purposes of*  
26 *the Electricity Act"*

The Minister of Energy did issue a directive in respect of the Feed-In Tariff Program of the Ontario Power Authority and in respect of the Integrated Power System Plan. Trout Creek does not suggest the completion of the Trout Creek Wind Farm is “necessary” for the implementation of the directives but that its project is in furtherance of such directives. Therefore, Trout Creek does not rely upon the grounds in 74(1)(a) but rather relies upon 74(1)(b) and the furtherance of the public interest. The test applied by the Board in considering an amendment is whether the proposed amendment is in the public interest having regard to the purposes of the *Electricity Act, 1998*.<sup>1</sup> Public interest is not defined but rather informed by the statutory provisions which guide the Board’s actions and decisions. The relevant purposes of the Electricity Act are reproduced below:

*“1. The purposes of this Act,*

(a) *to ensure the adequacy, safety, sustainability and reliability of electricity supply in Ontario through responsible planning and management of electricity resources, supply and demand;*

.....

(b) *to promote the use of cleaner energy sources and technologies, including alternative energy sources and renewable energy sources, in a manner consistent with the policies of the Government of Ontario;*

(c) *to provide generators, retailers and consumers with non-discriminatory access to transmission and distribution systems in Ontario;*

(d) *to protect the interests of consumers with respect to prices and the adequacy, reliability and quality of electricity service;*

*to promote economic efficiency and sustainability in the generation, transmission, distribution and sale of electricity;”*

The “public interest” mandate of the Board is further informed by the objectives of the Board provided in section 1(1) of the OEB Act, the directly relevant sections of which are reproduced below:

*“1(1) The Board, in carrying out its responsibilities under this or any other Act in relation to electricity, shall be guided by the following objectives:*

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<sup>1</sup> S.O. 1998, c.15, Schedule A.



- 1           1.     *To protect the interests of consumers with respect to prices and the*  
2                 *adequacy, reliability and quality of electricity service.*
- 3           2.     *To promote economic efficiency and cost effectiveness in the generation,*  
4                 *transmission, distribution, sale and demand management of electricity and*  
5                 *to facilitate the maintenance of a financially viable electricity industry.*
- 6           5.     *To promote the use and generation of electricity from renewable energy*  
7                 *sources in a manner consistent with the policies of the Government of*  
8                 *Ontario, including the timely expansion or reinforcement of transmission*  
9                 *systems and distribution systems to accommodate the connection of*  
10                *renewable energy generation facilities.*

11           1(2)   *In exercising its powers and performing its duties under this or any other Act in*  
12                 *relation to electricity, the Board shall facilitate the implementation of all*  
13                 *integrated power system plans approved under the Electricity Act, 1998.”*

14 Trout Creek submits the requested exemption is not only consistent with these objectives and  
15 purposes but furthers the fulfillment of such statutory requirements. The public interest is served  
16 by the development of renewable generation projects in a manner that does not unfairly burden  
17 ratepayers or place distributors at significant risk for costs that are not recoverable. The Trout  
18 Creek Wind Farm is such a project.

19 Trout Creek would also submit the approval and regulatory regime should not punish developers  
20 for events beyond the control of the developer. The public interest is served by having  
21 developers being put at risk for only those elements of project development within the control of  
22 the developer. The evidence is the delays in the project have not been within the control of Trout  
23 Creek and so it should not be punished for such delays. Absent the exemption, Trout Creek  
24 carries the financial and project risk of events beyond its control. Granting the exemption will  
25 better align the regulatory regime with the risk to which developers should be exposed.

#### 26 **PART IV. Submissions**

##### 27           ***(a) The Experienced Applicant***

28 In order to put the request in its proper context, it is necessary to understand that Trout Creek is  
29 an experienced developer of wind projects in Ontario and other jurisdictions. Trout Creek is the  
30 project specific legal entity used for the development of a 10 Megawatt (“MW”) wind power

1 project known as the Trout Creek Wind Farm near North Bay Ontario. This is not a case of an  
2 inexperienced developer getting in over its head, but rather a seasoned developer trying to cope  
3 with many new regulatory processes that have posed unprecedented challenges for the very  
4 regulatory bodies – the Ministry of Natural Resources and the Ministry of the Environment –  
5 overseeing these processes.

6 Trout Creek is a subsidiary of Schneider Power Inc., a developer of several wind power projects  
7 in Ontario. Trout Creek and Schneider Power have their head offices in Toronto, Ontario.  
8 Schneider Power, a wholly owned subsidiary of Quantum Fuel Systems Technologies  
9 Worldwide Inc. (NASDAQ: QTWW), is one of North America's leading CleanTech companies  
10 and independent power producers ("IPP") focusing solely on renewable energy. It owns and  
11 operates a portfolio of renewable electricity generation facilities in North America, and holds a  
12 minority interest in a wind facility in Germany. It manages a portfolio of more than 30 clean  
13 electricity generation development projects located on the most promising and prospective wind  
14 and solar power areas in excess of 1,000 MW in Canada, the United States, Bahamas and the  
15 Dominican Republic.

16 Trout Creek submits that its experience in the development of renewable generation projects  
17 supports the position that the existing regulatory requirements combined with the unforeseen  
18 circumstances have put Trout Creek at an unreasonable level of risk.

19           ***(b) The Public Interest***

20 The public interest is informed by the statutory elements of the Electricity Act and the OEB Act.  
21 One element of the public interest is the furtherance of achieving the Province's goals for  
22 renewable energy as provided for in the Long-Term Energy Plan ("LTEP"). The exemption will  
23 permit the continued development of the Trout Creek Wind Farm and is consistent with the  
24 LTEP which includes wind as a key element in the Ontario electricity supply mix. The LTEP  
25 included the following statements:

26           Renewable energy—wind, solar, hydro, and bioenergy — is an important part of the  
27 supply mix. Once the initial investment is made in equipment and infrastructure, fuel cost

1 and greenhouse gas emissions are zero or very low. Renewable energy makes it possible  
2 to generate electricity in urban and rural areas where it was not feasible before.<sup>2</sup>

3 Ontario will continue to develop its renewable energy potential over the next decade.  
4 Based on the medium growth electricity demand outlook, a forecast of 10,700 MW of  
5 renewable capacity (wind, solar, and bioenergy) as part the supply mix by 2018 is  
6 anticipated. This forecast is based on planned transmission expansion, overall demand for  
7 electricity and the ability to integrate renewables into the system. This target will be  
8 equivalent to meeting the annual electricity requirements of two million homes.<sup>3</sup>

9 The Trout Creek Wind Farm will also serve the public interest in the following ways:

- 10 ❖ The Project will result in significant local investment and approximately 16,400 hours  
11 of employment during construction. Schneider Power has a long-standing reputation  
12 of using local trades for its construction projects, whereas the balance of plant is  
13 anticipated to be built with a local materials and labour content in excess of 60%.  
14 Trout Creek will continue this practice.
- 15 ❖ The project will reduce transmission costs, increase grid stability and reliability for  
16 the end consumer as it is located between the two primary power generation hubs in  
17 southern and northern Ontario.
- 18 ❖ The project has significant community support and involvement, including plans by  
19 the local chamber of commerce to use the facility as a tourist attraction – Trout Creek  
20 has been economically depressed ever since the Highway 11 bypass.

21 Therefore, the continued development of the Trout Creek Wind Farm is in the public interest. As  
22 indicated by Mr. Schneider in his affidavit and confirmed by Investeco Capital<sup>4</sup> the project has  
23 not sufficiently developed to secure the \$3,402,574.64 that would be necessary to pay 100% of

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<sup>2</sup> Exhibit B, Tab, 1, Schedule 3, page 10.

<sup>3</sup> Exhibit B, Tab 1, Schedule 3, page 31.

<sup>4</sup> Response to Board Staff IR# 5.3



the CCD at this time. The reasonable conclusion, therefore, of not granting an exemption from the provisions of the DSC is the project would not proceed which is not in the public interest.

*(c) The Proposed Exemption and the Schedule*

Trout Creek has suggested an exemption which it believes is consistent with the revised MDCO from the Feed In Tariff Contract with the OPA which is October 27, 2014 or approximately 18 months after the original MDCO of April 30, 2013. Further, it believes the requested exemption is compatible with a more realistic development schedule for a wind project located on Crown lands. In response to Board Staff IR#1 Trout Creek highlighted the different development cycle for projects on Crown lands including the sequential nature of development and the inability to obtain site control necessary for investment at the outset of the project.

Schneider provided a tentative schedule for the next 12-18 months:

- Secure land use permit and work permit for installation and operation of the meteorological tower. 12 months
- Complete the requisite 1 year of audited wind data. 16 months
- Initiate and progress through the Renewable Energy Approval (REA) process.
  - Hold first of two required public meetings 12 months
  - Submit natural heritage assessment to MNR for review 18 months
  - Submit heritage assessment to Ministry of Culture for review 18 months
  - Finalize draft submission documents and be in a position to plan for final public meeting and application submission 18 months
- Initiate and progress through the Class EA process for the access road (coordinated with REA process). 12 months

1 Trout Creek believes that the above schedule is realistic, consistent with the intent of the DSC  
2 that projects continue to move through development to operation and aligns with the requested  
3 exemption.

4 (d) *The FIT, the DSC and Delays*

5 The Board regulates the electricity industry in the public interest. The development of the DSC  
6 and the specific requirements regarding the need for a CCD and a hard date for a CCA were  
7 deemed appropriate because of issues experienced with prior renewable generation procurement  
8 initiatives, the Renewable Energy Standard Offer Program. As many projects did not progress  
9 because the developer lacked the needed funding, experience or technical competence the  
10 connection process became interminable. The Board was obligated to create a system that would  
11 require progress and that would require a demonstration of financial wherewithal to complete the  
12 project. This resulted in the DSC as it was amended in 2009, just prior to the finalization of the  
13 FIT Program.

14 In the intervening time almost two years, there have been many growing pains with the new  
15 approval regime for renewable projects. This is especially true for projects on Crown land where  
16 the development cycle is much more sequential and has additional steps – including site release  
17 and additional permits for obtaining wind data for siting towers. As noted by Trout Creek in  
18 response to Board Staff IR#1, the development cycle on Crown land has at least 3 additional  
19 steps and the ability to obtain control over the real property comes much later in the development  
20 cycle which delays a developer from obtaining financing.

21 The unforeseeable delay in obtaining Applicant of Record status, which was beyond the control  
22 of the Applicant, has prevented Trout Creek from commencing necessary studies in support of  
23 the application for permits necessary to proceed to the MDCO on schedule. The delay in the  
24 issuance of Applicant of Record status has resulted in the Applicant not being able to submit a  
25 proposal for a wind testing facility and associated permit application in a timely manner. This  
26 delay has also resulted in the Applicant not being able to commence the REA process in a timely  
27 manner.

1 The delays have compromised the schedule for Project development to the extent that the  
2 Applicant will not be able to meet the milestones and deadlines established in the FIT Contract  
3 all of which was beyond the control of the Applicant. Trout Creek has not been able to officially  
4 launch the REA process because it has not been granted Applicant of Record status. The delay  
5 that has been experienced in obtaining Applicant of Record status has compromised the ability of  
6 the Project to meet the milestones associated with the FIT contract. Detailed information  
7 regarding the issues with the MNR site release procedure and the REA is provided in Exhibits  
8 "G" and "H" to the Affidavit of Thomas Schneider (Exhibit B, Tab 1, Schedule 1).

9 It is significant to note that OPA have recognized the significance of these delays which are  
10 acknowledged to be beyond the control of the Applicant. A copy of the April 18, 2011 letter  
11 from the OPA regarding the delays may be found at Exhibit "F" to the Affidavit of Thomas  
12 Schneider (Exhibit B, Tab 1, Schedule 1). Trout Creek believes the record demonstrates that the  
13 delays in the development of the Trout Creek Wind Farm have resulted from circumstances  
14 beyond its control. This position is substantiated by the new MDCO agreed to by Trout Creek  
15 and the OPA which is on October 27, 2014.

16 A FIT Contract is a prerequisite to obtaining debt financing for a project but is not a guarantee to  
17 having a lender commit to the project let alone advance funding. At the time the FIT Contract is  
18 issued the developer has its cost projections but not sufficient certainty to obtain debt. For wind  
19 projects, debt will most often be advanced after Notice to Proceed which is after the REA, once  
20 the proponent has satisfied subsequent permitting requirements and/or obtained tenure. In  
21 general, to obtain debt financing, the waterpower developer will need to have obtained:

- 22 (a) Connection Cost Estimate (+/-10 at construction);
- 23 (b) Construction Estimate based upon sufficiently advanced design to provide the  
24 required certainty;
- 25 (c) Permits;
- 26 (d) Tenure



1 Mr. Schneider, in his affidavit Exhibit B, Tab 1 Schedule 1, confirmed the delays in the MNR  
2 process do not permit Trout Creek to obtain funding and therefore is unable to provide the full  
3 CCD payment at this specific time as required by the current provisions of the DSC. Trout Creek  
4 confirmed that the Project will proceed if the requested exemption is granted.

5 **PART VI. Summary**

6  
7 Trout Creek has been diligently moving the project through the development process as quickly  
8 as possible. At this time, the MNR has not been able to provide Trout Creek a definitive timeline  
9 for completing its review. The FIT Contract includes provisions for Force Majeure events that  
10 may extend the Milestone Date for Commercial Operation as the OPA has recognized that  
11 certain events are beyond the control of the developer and the developer should not be harmed  
12 for such delays. Further, Trout Creek submits its circumstances are similar to that of the  
13 proponents in EB-2011-0067 where the Board accepted that an exemption would be available in  
14 certain circumstances. Trout Creek believes its circumstances are similar and the exemption is  
15 warranted.

16 The FIT Contract and the CCA recognizes Force Majeure events may occur but, there is no  
17 automatic connection to the timing obligations imposed by the DSC. Therefore, in the present  
18 case, when the OPA granted 6 months of Force Majeure events there was no corresponding relief  
19 from the payment obligations of the DSC. This creates a disconnect for the developer such that  
20 obligations to make substantial payments provided for in the DSC occur much earlier in the  
21 development cycle and prior to lenders/financiers having sufficient comfort to advance monies.  
22 Trout Creek would note that in addition to the recognized event of Force Majeure, there was a  
23 second request for Force Majeure under the FIT Contract. This second request was incorporated  
24 into the 12 month extension being granted by the OPA to proponents as a result of a number of  
25 issues in moving projects through the development cycle.

26 Trout Creek does not wish to avoid any appropriate costs for connection or to place Hydro One  
27 and its ratepayers at any additional risks but rather wants to align Trout Creek's payment  
28 obligations with the regulatory process. The proposed exemption achieves these objectives and  
29 is therefore consistent with the public interest regulation by the Board.

1

2 **ALL OF WHICH IS RESPECTFULLY SUBMITTED**

3 Dated August 2, 2011 at Toronto, Ontario

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**TROUT CREEK POWER INC.**

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By its counsel

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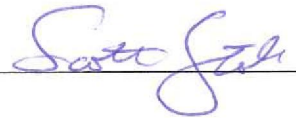
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