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January 4, 2013

BY COURIER, EMAIL AND RESS

Ms. Kirsten Walli
Board Secretary
Ontario Energy Board
P.O. Box 2319
2300 Yonge Street, Suite 2700
Toronto ON M4P 1E4

Dear Ms. Walli:

**Re: Interrogatories of The Corporation of the County of Dufferin ("County")
EB-2012-0365**

Pursuant to Procedural Order No. 2 dated December 14, 2012, we enclose two (2) hard copies of the Interrogatories of the County in the above referenced proceeding.

An electronic version of the Interrogatories of the County was filed on RESS today.

Yours truly,

AIRD & BERLIS LLP



Scott Stoll

SAS/hm

Encl.

cc: J. Hammond, DWPI
C. Keizer, Torys LLP
J. Myers, Tory LLP
All Intervenors

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**THE CORPORATION OF THE COUNTY OF DUFFERIN ("County")
INTERROGATORIES
DUFFERIN WIND POWER INC.**

Issue 1

1. General Questions – Potential future users and obligations

Interrogatory #1

Preamble:

The form of agreement provides the County with certain limited rights regarding future use of the Easement Lands and the transfer or sharing of rights by DWPI. However, the Transmission System Code ("TSC"), imposes certain obligation on transmitters. The County wants to understand how such rights and obligations are intended to interact. In particular, load customers have rights to transfer facilities to a licensed transmitter under the TSC.

References:

Transmission System Code, section 2, 6.6.2.
Exhibit F, Tab 2, Schedule 1, Appendix 6, section 25.

Question:

- a) Is DWPI a "transmitter" as defined by the Transmission System Code? Please provide the rationale for the response.
- b) Is there any "load customer" that will be connected to the transmission facilities?
- c) Does DWPI intend to transfer any part of the transmission line to Hydro One Networks Inc. or any other licensed transmitter following construction?
- d) Will DWPI, if leave to construct is granted and the transmission line constructed, have any obligation(s) to connect third parties? If so, please specify the obligation. If not, please explain why not.
- e) Does DWPI intend to permit third parties to use the pole line? If so, specify the nature of the use.

ISSUE 2

2. Land Agreements - Form of Transmission Easement (Rail Corridor)

Interrogatory # 2

Preamble:

The planned route of the 230kV Transmission line traverses approximately 32km of former rail corridor owned by the County. The rail corridor is used as a trail by many other parties. The County is seeking to understand the impact of the proposed construction on its lands.

References:

Exhibit B, Tab 1, Schedule 1, para. 9, 11 and 18

Exhibit F, Tab 2, Schedule 1, Appendix 6, section 1, 14, Schedules B and C.

Questions:

- a) Please provide an update on the status of negotiations with all landowners.
- b) Schedule B and C to the form of agreement are incomplete. Has DWPI determined or defined the lands in these schedules?
- c) The form of agreement does not provide any limitation on construction time or extent of impact. Exhibit B, Tab 1, Schedule 1, para 18 indicates about 5 months for construction of the transmission line of which only 31.2 of 47 km is on County Lands (using the definition in the form of easement agreement). How many months will be used to construct facilities along the rail corridor, including complete restoration?
- d) What access to the County Lands will be maintained for other users during construction? Please be specific?
- e) At how many locations along the rail corridor will guys be required?
- f) Will proposed guy wires extend beyond the easement?
 - i. If so, how close to the travelled trail will such guys extend?
 - ii. Will any parties other than the County be impacted by such guys? Has DWPI contacted any such parties?
 - iii. Guy wires pose a problem for other users such as snowmobilers. How has DWPI planned to complete the construction to minimize the impact of other users such as snowmobiles?
- g) What is the required clearance from a residential building? Does this required clearance change for commercial or institutional structures? What is the closest building and the distance from the proposed line?
- h) Has DWPI completed any studies regarding stray or tingle voltage?

- i. If so, what measures are in place to mitigate the potential of the occurrence of stray or tingle voltage?
 - ii. If not, will DWPI be completing any such studies, analyses or reports prior to construction? Will DWPI share the results of any such studies, analyses or reports with the County?
 - iii. Will DWPI be completing any studies regarding stray or tingle voltage following construction to confirm the design?
- i) What measures are in place to mitigate the impact of lightning strikes?
- j) If DWPI discovers Pollutants during construction, which, but for the construction would not have been discovered and would not have required remediation, who is responsible the costs of such disposal and remediation?

Interrogatory #3

Preamble:

The proposed term of the Land Agreement is 45 years. The County understands DWPI has entered into a 20 year power purchase agreement with the Ontario Power Authority.

References:

Exhibit F, Tab 2, Schedule 1, Appendix 6, section 1 and 27(e).

Question:

- a) In light of the fact that DWPI only has an agreement to sell power for 20 years, why is a 45 year Term required?
- b) Why does DWPI require a 60 month time period to commence the use of the Works when construction requires only 5 months before it is considered in breach?
- c) It does not appear that the County has any right of Termination even where DWPI has breached the form of Agreement. Confirm.
 - a. Why does the County not have any right of termination in the event of a breach?

Interrogatory #4

Preamble:

When facilities are located within the municipal rights-of-way there are mechanisms that deal with the allocation of the future cost of relocation. As the Agreement is proposed to be for a 45 year term, many things can take place which may require temporary or permanent changes.

References:

Exhibit F, Tab 2, Schedule 1, Appendix 6.

Question:

- a) In the event the County requires the transmission line to be moved, relocated, or temporarily disconnected or service interrupted during the Term, which person bears the cost of such move, relocation, disconnection or service interruption?
- b) Would such costs include lost revenue of DWPI? If so, how would such losses be calculated? Be specific in describing the calculation.

Interrogatory #5

Preamble:

The Form of Agreement provides that DWPI will have in place certain insurance requirements but no amounts of insurance have been provided.

References:

Exhibit F, Tab 2, Schedule 1, Appendix 20.

Question:

- a) Are there any studies or reports available regarding the nature and amount insurance that is typically provided for these types of projects?
 - i. If so, please provide copies of such studies or reports.

ISSUE 3

Issue: Operation of Transmission Facilities

Interrogatory #5

Preamble:

The available operating staff, their qualifications and the maintenance of the transmission line and facilities will impact the reliability and quality of electricity service. The evidence indicates a third party operator will be used.

References:

Exhibit E, Tab 1, Schedule 1, page 1.

Exhibit F, Tab 2, Schedule 1, Appendix 6, sections 20, 21 and 22.

Question:

- a) Will the “approximately 15 full and part time employees” be located close to the project? What is the expected response time in an emergency situation?
- b) Will these employees be dedicated solely to the facilities in this Application or have responsibilities for other projects whether or not carried out by DWPI?
- c) Will the agreements with such third party providers include liability protection and indemnities in favour of the County similar to those provided in the form of easement agreement?