

**COUNTY OF DUFFERIN - INTERROGATORY #1**

**Interrogatory**

**References**

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

**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.

**Questions / Requests**

- 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.

**Response**

- a. DWPI is an “unlicensed transmitter” as defined in the Code. Section 2.0.65 of the Code defines “transmitter” as meaning a person who owns or operates a transmission system. A “transmission system” is in turn defined in Section 2.0.63 as meaning a system for transmitting electricity and includes any structures, equipment or other things used for that purpose. To “transmit” means to convey electricity at voltages of more than 50 kV. Based on these definitions, DWPI is a “transmitter” as defined by the Code. However, the Code makes a distinction between licensed transmitters and unlicensed transmitters. While the Code does not include a definition of “licensed transmitter”, Section 3.0.5 of the Code provides that “this Code applies to all *licensed* transmitters and to all

transactions and interactions between a *licensed* transmitter and its customers and between a *licensed* transmitter and its neighbouring Ontario transmitters” (emphasis added). Moreover, the Code defines an “unlicensed transmitter” as in Section 2.0.66 as meaning a person who owns or operates a transmission system and that is exempt from the requirement to hold a licence under section 57(b) of the Act by virtue of a regulation made under the Act or of the application of section 84 of the Act. As indicated in Section 2.0.18, in the context of the Code an unlicensed transmitter is a “customer” whose facilities are connected to or are intended to be connected to a transmission system (i.e. Hydro One’s licensed transmission system).

- b. No.
- c. No.
- d. No. There is no obligation for an unlicensed transmitter to connect third parties to its transmission facilities. The obligation for a transmitter to connect customers arises from sections 25.36 and 26 of the Electricity Act. Section 26 establishes an obligation for a transmitter to provide generators, retailers and consumers with non-discriminatory access to its transmission system in Ontario “in accordance with its licence”. Section 25.36 establishes an obligation for a transmitter to connect a renewable energy generation facility to its transmission system in accordance with the regulations, the market rules “and any licence issued by the Board”. Similarly, the obligation to connect is stated in Section 4.1.1 of the Transmission System Code, which as noted in response to (a) above applies only to licensed transmitters. Finally, the obligations to connect and to provide non-discriminatory access are included as standard conditions in the Board’s form of transmission licence, which will not be applicable to the Applicant as an unlicensed transmitter.
- e. No.

## **COUNTY OF DUFFERIN - INTERROGATORY #2**

### **Interrogatory**

#### **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.

#### **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.

#### **Questions / Requests**

- 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?

### Response

- a. See response to Board Staff IR #11(v).
- b. Schedules B and C were not provided because Section 97 of the Ontario Energy Board Act and Chapter 4 of the Board's Filing Requirements require the Applicant to file copies of the *forms* of agreement for each type of land rights agreement that is relevant to the project rather than the *actual* agreements entered into or being negotiated with land owners. These schedules are specific to the actual agreement being negotiated with the County of Dufferin. The Applicant's legal counsel provided copies of Schedules B and C to Dufferin County and its external legal counsel on June 12, 2012.
- c. Construction activities along the rail corridor are estimated to require five months to complete but may require additional time. Construction activities are expected to span the entire route during this period and will include pole placement, stringing of cables, testing, and site restoration. Site restoration activities are expected to be completed by the end of this construction period but this will be subject to weather conditions and the final construction schedule. It is anticipated that remedial restoration activities and monitoring will extend into the following year to ensure proper restoration however these post-construction restoration activities are not expected to disrupt recreational trail use following the completion of construction.
- d. It is anticipated that, in coordination with the County and the affected municipalities, sections of the rail corridor would need to be temporarily closed to support construction activities and that these sections would then be reopened immediately following the completion of the relevant construction activities. DWPI intends to work closely with Dufferin County in the planning and coordination of these activities to minimize the time each section of the corridor is closed for public use.

- e. None. The transmission line structures that DWPI plans to use within the rail corridor are designed to be self-supporting without any need for guy wires. The design contemplates that tangent (straight in-line) structures will be primarily wood poles, while light angle (corner) structures will be direct embedded steel mono poles. Heavy angles (greater than 15 degree corner), double dead ends (tension change) and overhead to underground transition station structures will be steel mono poles with concrete foundations. None of these structures will require guy wires.
- f. Not Applicable.
- g. CSA C22.3 No.1-2010 Table 9 provides minimum design clearance requirement for supply wires to adjacent buildings in both vertical and horizontal separations. For the proposed transmission facilities, the minimum required horizontal separation is calculated to be 3.3 m under 18 m/s wind conditions at 40 degrees Celsius. See also response to Board Staff IR #11(vii). Although the information provided in response to Board Staff IR #11(vii) indicates that there are two points along the proposed transmission line with setbacks to buildings of less than 3.3 m, please note that one of these locations is a shack on the Switching Station property where the structure will be removed and one location is a barn on a property where the Applicant will either remove the structure or meet the requirement by providing for the necessary vertical setback.
- h. See response to Board Staff IR #5(iv). If necessary, potential mitigation measures could include additional grounding and/or replacement of equipment. DWPI will share the results of this testing with the County.
- i. An Optical Ground Wire (OPGW), which is used for communications and includes a skywire, will be installed above the highest transmission line conductor along the top of the pole line. This OPGW will be grounded at the project substation, transition stations, switching station and at select pole locations along the route as determined by final engineering studies. The embedded skywire is designed to provide lightning protection.
- j. It is expected that pre-existing contamination within the easement area will generally be the responsibility of Dufferin County. It is also expected that DWPI will generally be responsible for reasonable remediation costs of the specific area of construction disturbance if pollutants are discovered during construction, which, but for the construction would not have been discovered and would not have required remediation. However, regulatory liability may nevertheless be imposed in certain circumstances on any party having ownership, management or control of the easement area.

**COUNTY OF DUFFERIN - INTERROGATORY #3**

**Interrogatory**

**References**

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

**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.

**Questions / Requests**

- 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.
  - i. Why does the County not have any right of termination in the event of a breach?

**Response**

- a. The operating period and useful life of the wind farm is not limited to the current power purchase agreement. Following the expiration of the 20-year power contract, DWPI anticipates that it will continue to generate electricity either under a new power purchase agreement or into the wholesale electricity market. DWPI requires a 45 year easement term to ensure that it can continue to deliver clean renewable energy to the provincial grid during this operating period.
- b. The 60 month time period to commence use of the proposed transmission facilities is necessary in the event the project experiences significant delays. As explained in response to Board Staff IR #2(iii), the Applicant's Milestone Date for Commercial Operation is January 30, 2014. Section 10.1(h) of the FIT Contract contemplates that a Supplier could potentially experience up to 36 months of delays due to one or more events of force majeure. This could push the Milestone Date for Commercial Operation out by an equivalent period of up to 36 months. In addition, as further explained in response to Board Staff IR #2(iii), the Milestone Date for Commercial Operation (including as may be extended by force majeure) is not an absolute deadline by which the

Supplier must achieve Commercial Operation. It is possible for the Applicant to achieve Commercial Operation well after such date (though this would trigger significant financial implications to the Applicant). To account for these possible scenarios, the Applicant believes that a period of 60 months is therefore appropriate.

- c. Section 27 of the form of easement provides for a right of termination to the County.

**COUNTY OF DUFFERIN - INTERROGATORY #4**

**Interrogatory**

**References**

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

**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.

**Questions / Requests**

- 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.

**Response**

- a. The Applicant does not anticipate moving, relocating or disconnecting the proposed transmission facilities during the term of the relevant easement. If the County were to make such a request, this would be a matter for consideration as between the County and the Applicant at the relevant time and in light of the relevant circumstances. DWPI's ability to accommodate any such request would be subject to relevant constraints on the Applicant as may be set out in, for example, the Applicant's conditions of approval for leave to construct, the Applicant's Transmission Connection Agreement with Hydro One, the Market Rules, the FIT Contract and relevant land agreements.
- b. See response to (a), above.



**COUNTY OF DUFFERIN - INTERROGATORY #5**

**Interrogatory**

**References**

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

**Preamble**

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

**Questions / Requests**

- 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.

**Response**

- a. The Applicant does not have any such studies or reports. DWPI notes that the initial draft transmission easement provided to Dufferin County did not include amounts but on June 6, 2012 the County responded with a specific insurance amount that the Applicant has not taken issue with in subsequent negotiations.

**COUNTY OF DUFFERIN - INTERROGATORY #6**

**Interrogatory**

**References**

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

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

**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.

**Questions / Requests**

- 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?

**Response**

- a. Yes. The project’s operations and maintenance staff will be based at the project’s operations & maintenance (O&M) facility in the Township of Melancthon. These personnel will be responsible for the daily operation and monitoring of the generating facility and the transmission facilities, as well as for providing emergency response services and coordination in the event of an emergency. Response times in an emergency situation are dependent upon the location and nature of the emergency. The generation facility and the proposed transmission facilities can be de-energized within moments from on-site or remote monitoring facilities. Average posted response times of Dufferin County EMS are between 7:46 to 13:07 minutes.
- b. The third-party staff based at the project operations & maintenance (O&M) facility in Melancthon will be dedicated solely to the planned generating facility and the proposed transmission facilities. The third-party service provider providing inspection, maintenance and repair services for the transmission facilities will be contracted to

perform periodic and regular inspections and preventive maintenance on the transmission facilities and on an “as needed” basis (i.e. emergency response).

- c. The relevant agreements are not yet in place and, as such, the terms have not been finalized. It is expected that such agreements will be entered into on commercial terms, with liability and indemnification provisions that are typical for agreements of this nature. DWPI notes that Section 17 in the form of easement provided in Exhibit F, Tab 2, Schedule 1, Appendix 6 includes an indemnity by DWPI in favour of the County.