

From: Kerry [REDACTED]
Sent: December-20-13 9:21 AM
To: Robert Caputo; BoardSec
Subject: Application EB-2013-0339

Re: Application EB-2013-0339

Mr. Caputo and the Ontario Energy Board,

Despite my earlier submissions it would appear that the Board has allowed the wpd Application to proceed to the public notification phase of the project. Please allow my earlier comments to remain on the record and to be considered by the Board in the adjudication of this matter should it reach that stage. Furthermore, I hereby request that the following comments also be added to the record for the consideration of the Board in any hearing on this Application.

The proponent of this project, wpd White Pines Wind Incorporated, is a subsidiary of wpd Canada Corporation a private sector corporation and an incorporated business venture established for the purpose of generating a return on their investment in renewable energy. As a business venture, wpd's capital investments are derived from many private and institutional sources (according to the wpd's web site). There is no evidence that any of wpd's capital investment sources includes the Corporation of the County of Prince Edward.

In contrast, the Corporation of the County of Prince Edward is a municipal corporation and a public entity. The municipality has no financial interest in this wpd Canada Corporation's private development venture and therefore the municipality will have no financial gain to be realized as a result of implementation of the Interconnection Line project as contemplated by the OEB Application.

The municipality relies upon taxes levied against the property owners within the municipality to fund the services provided by the municipality. The proponent is not a property owner in the municipality and no taxation or other revenue will be received by the host municipality in relation to the Interconnection Line project which is the subject of the wpd Application and which would be located on public lands. With no financial benefit to be realized by the municipality from the proposed wpd Interconnection Line project, the municipality as a public entity, should not be required to expend revenues and/or expend municipal resources without full and complete compensation by the developer of this project for any and all costs incurred by the municipality arising from wpd's proposed project. Furthermore, as a property owner and tax payer in the host municipality, I strongly object to the expenditure of public funds, raised through those municipal taxes which I pay, being used to subsidize this private development venture constructed on public lands.

I would also remind the Board that throughout the life of this Interconnection Line project there will be several occasions where the activities of the applicant can, and will be, the

cause of additional costs being incurred by the host municipality. Examples include; but are not limited to the following:

During the course of negotiating any roads agreement (which has been acknowledged by the proponent as necessary and required in their REA application) the municipality will be required to expend public funds and resources in the negotiation and creation this agreement such as through legal fees and expenditure of staff time in preparation of the agreement.

Once an agreement has been established, and if the project is approved to proceed, the municipality will be required to expend taxpayer funded services in the administration of the agreement.

Municipal staff, or consultants if there are no qualified staff available, will have to review and approve the location of the Interconnection Line within the municipal road allowances.

Costs will be incurred by the municipality inspecting and ensuring the proponent's Interconnection Line works are constructed to the agreed upon standards.

When municipal infrastructure is damaged or disturbed by the proponent either during initial installation or during normal maintenance over the life the project, costs will be incurred by the municipality either in overseeing the repairs of those damages or in actually effecting the repairs should the proponent not honour their contractual obligations to make good all damages.

In the event that the municipality undertakes capital projects and/or maintenance activities there will be the potential for the host municipality to incur costs and/or the expenditure of municipal tax dollars on those occasions where the proponent's works are in conflict with the host municipality's works. For example if the case of a conflict with a proposed municipal sewer, who will bear the cost of relocating the proponent's infrastructure; and would it be fair to the municipal tax payers to require the expenditure of municipal tax dollars to fund the relocation costs associated with this privately owned Interconnection Line project located on public lands? Furthermore the municipality will incur costs related to Occupational Health and Safety Act issues associated with working around or near the proponent's high voltage interconnection line infrastructure.

In the event of default by the proponent, or any successor company, either during construction or following commissioning of the Interconnection Line what safeguards will be put in place to ensure the municipal funds don't have to be expended on repairs and reinstatement of municipal infrastructure, should the proponent or successor company cease to exist or become in absentia? Please

keep in mind that wpd is not a property owner in the host municipality, nor do they have a business office located in the host municipality.

In the event of an emergency situation where the proponent, or successor company's Interconnection Line infrastructure is damaged and obstructing road access (such as during an ice storm event where power lines and poles can fall across a roadway), how will the proponent respond in a timely manner without the need for the municipality to intervene and expend resources?

The above discussion points are only a small sample of circumstances under which the activities of the applicant, who is undertaking a private for-profit business venture, can directly result in the expenditure of municipal tax dollars. When I asked the proponent to confirm how will the taxpayers of Prince Edward County be assured that there will be no property tax impacts, the proponent's response was "*These details will be worked out through the permitting agreements.*" Clearly the proponent has acknowledged the need to obtain agreements with the municipality. However there is no assurance that the proponent will negotiate such agreements in good faith with the municipality in a manner that will ensure that all known, present and future costs will become the proponent's responsibility.

I submit that an agreement or agreements with the municipality are essential to ensure that the activities of the applicant will not result in municipal tax impacts arising either now, or in the future, by the occupancy of the public road allowances with the proponent's Interconnection Line works. I further submit that this is of such fundamental importance to the fair and equitable implementation of this project, that no further consideration of this Application for Leave to Construct should be forthcoming until this matter has been addressed. In this regard, it is respectfully suggested that cost agreements do fall within the purview of the Ontario Energy Board. As indicated by the Board in EB-2012-0365 (page 11, lines 3 through 9):

"....Conceptually, the Board agrees with the contention of the County that DWPI should be responsible for any costs incurred by the County of Dufferin as a result of the disturbance of contaminated soils on the rail corridor caused by the construction or other activities of the applicant. Those are public lands that have been devoted to public purposes, and if the activities of the applicant are the cause of additional costs being incurred by the County it may be appropriate for such costs to be borne by the applicant."

In consideration of the precedent established in EB-2012-0365, I respectfully submit that, in the event the Board considers or holds a hearing on the wpd Application, the Board has an obligation to the public to ensure that any activities by the applicant which result in costs being incurred by the host municipality are borne by the applicant. Appropriate financial indemnification agreement(s) between the proponent and the host municipality are a means of ensuring a fair and equitable distribution of cost. In my opinion said agreement(s) are of such fundamental importance to the fair and equitable distribution of costs to the host municipality and its tax payers that no

approval of this Application; either qualified with conditions or otherwise, should be forthcoming by the Board. Therefore it is my contention and assertion that wpd's Application for Leave to Construct must be rejected by the Board and should not be reconsidered by the Board until such time as the proponent can demonstrate that an agreement(s) have been reached with the municipality.

Please ensure that the above comments be added to the record for the consideration of the Board in any hearing on this Application. Thank you.

Ray Ford

