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August 5, 2014

Reply To: Thomas Brett  
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Our File No. 134380

**VIA RESS, EMAIL AND COURIER**

Ontario Energy Board  
2300 Yonge Street  
Suite 2700  
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Attention: Kirsten Walli,  
Board Secretary

Dear Ms. Walli:

**Re: Suncor Energy Products Inc. ("Suncor") - Doris St. Amand, Letter of Comment  
Board File No. EB-2014-0022**

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Suncor is writing to address the letter of comment filed by Ms. Doris St. Amand dated July 2, 2014, in accordance with Section 23.03 of the Board's Rules of Practice and Procedure (the "Rules").

Section 23 of the Rules states as follows:

"23. Public Comment

- 23.01 Except as otherwise provided in a notice or procedural order issued by the Board, a person who does not wish to be a party in a proceeding, but who wishes to communicate views to the Board, shall file a letter of comment.
- 23.02 The letter of comment shall include the nature of the person's interest, the person's full name, mailing address, email address and telephone number.
- 23.03 Before the record of a proceeding is closed, the applicant in the proceeding must address the issues raised in letters of comment by way of a document filed in the proceeding."

Ms. St. Amand is not an intervenor in this case, but has communicated her views to the Board in a letter of comment. As required by Section 23.03 (above), Suncor is writing to address the issues

raised in Ms. St. Amand's letter. As the Board is aware, a letter of comment is not an additional interrogatory process, and parties should not be able to try to use it as such. Interrogatories were provided for in Procedural Order No. 1 of the proceeding, were required by April 14, 2014, and were answered shortly thereafter.

Ms. St. Amand's first issue was the inconsistency between the transmission line route in the Application, and in the revised GEA material filed with the Ministry of the Environment. The apparent inconsistency was simply due to timing differences between the filing of material on revisions to the route with the Ministry and the Board. Suncor's letter to the Board dated July 15, 2014 addresses the minor route change. There is now no inconsistency between the Application and the GEA material as it pertains to the route of the transmission line. A copy of Suncor's July 15, 2014 letter is attached (Attachment 1).

The second issue raised by Ms. St. Amand was that Suncor did not have its option/lease document reviewed by Ontario lawyers to affirm conformity with Ontario law and the fact that Suncor did not offer to pay the costs of landowners to retain their own counsel to review the leases offered to them.

On the first point, the author relies on a statement in Suncor's response to Board Staff interrogatory #8 (Exhibit F, Tab 1, Schedule 1, Attachment 1) to the effect that the form of Agreement was not reviewed by an "independent third party", a term that was not defined by Board staff. However, the Agreement, which is a standard lease agreement, similar to that used in many other wind projects, has been the subject of periodic consultation with Suncor's Ontario law firm, and the firm's lawyers have never raised any issue as to its compliance with Ontario law. The document does comply with Ontario law.

As to the second point, that Suncor should have provided funds to each landowner to retain their own lawyers, Suncor respectfully disagrees. Suncor's policy has been not to make such offers. Suncor notes that all the landowners along the transmission route have signed the option/lease document. The template for the document is part of the Application. The writer has not alleged that the option/lease is unfair in any way, nor has any landowner. Suncor has good relationships with the landowners with whom it has leases.

The third issue is that Suncor's responses to HONI's interrogatory #1 are "problematic" in that they contemplate some negotiation of the sharing between HONI and Suncor of the costs of joint use of certain rights-of-way. The relevant HONI interrogatory and Suncor's response is provided below for convenience. The interrogatory in question was dated April 2, 2014.

#### **"Preamble**

A distributor is obliged by legislation (*the Electricity Act*, 1998) to connect and serve customers in its Service Area, while meeting certain requirements respecting service quality, reliability and cost. Distributors must meet these and other obligations even when their customers reside on the other side of the road behind high-voltage transmission lines. The increasing need of electricity 'generator-transmitters' and distributors to share the same rights of way, therefore, also implies the need to share certain responsibilities and incremental costs fairly.

**Questions**

1. An arrangement with the local distributor in the area, Hydro One Networks (“Networks”), has not yet been completed. How does the Applicant plan to address operational issues with distribution facilities in the vicinity of the proposed transmission facilities?
2. Hydro One Networks will likely require access to properties of its distribution customers which may lie behind the Applicant’s high voltage line, to, among other things, provide a new connection, upgrade or expand existing service, maintain or repair its assets or restore power. This would require that Networks route its line across the road and undertake a “perpendicular crossing” of the Applicant’s assets and share the right of way. To physically accommodate this access, a variety of scenarios are being considered, such as:
  - Networks installing underground assets,
  - The Applicant installing a new pole mid-span at Networks’ request to accommodate a specific road crossing or changing existing poles with higher ones.

These different types of configurations could drive higher costs that Networks, or a new electrical customer in the subject area, would not have otherwise incurred in the absence of the Applicant’s adjacent facilities.

- a) Does the Applicant believe that these higher costs are in the interest of ratepayers, and that ratepayers should therefore bear the incremental costs via a Board-approved mechanism?
  - b) Does the Applicant agree that Networks and its customers should be required to bear only those “base” costs that it would normally have incurred in the absence of the Applicant’s assets, and that the Applicant should bear any incremental costs that Networks may incur over and above those “base” costs?
  - c) What principles and methodology would the Applicant suggest for allocating the higher costs between itself and Networks in cases such as the above?
3. What is the Applicant’s process for notifying Networks of its ongoing plans where Networks’ involvement is required?

**Response:**

1. Suncor is in negotiations with Hydro One Networks Inc. regarding two agreements: Perpendicular Crossing Agreement and Emergency Services Agreement. Suncor agrees with the principle of the agreement and will endeavor to negotiate and execute the agreements.

2. a) No, Suncor does not believe the rate payer should be burdened with these cost increases over the base case. Suncor is currently negotiating the terms of agreements that would satisfy the concerns raised by Hydro One Networks Inc.  
  
b) Suncor is in general agreement with the principle of paying for the incremental costs required for distribution customers that are impacted by Suncor's transmission line. Suncor is currently negotiating the terms of agreements that would satisfy the concerns raised by Hydro One Networks Inc.  
  
c) The principles in the perpendicular crossing agreement are acceptable to Suncor. We will continue to review and negotiate the details of the agreement with Hydro One Networks Inc.
3. Suncor is not clear on what is being asked by Hydro One Networks Inc. The Project defined includes multiple crossings of existing Hydro One Network Lines. Notification of these crossings is a result of this application to the Board. Please clarify."

A fair reading of Suncor's replies to HONI's questions suggests that Suncor is sensitive to the concerns raised by HONI. For example, at 2(a) above, Suncor states that:

"Suncor is currently negotiating the terms of agreements that would satisfy the concerns raised by Hydro One Networks Inc."

HONI did not object to those responses and press for further information. The questions are standard inquiries which HONI makes on many wind leave to construct projects.

These discussions contemplated by the questions and answers above are standard fare between wind developers and HONI, as discussions over joint use of rights of way and related issues are often necessary and are commonplace in any renewable energy project in areas where there already exists an established distribution network (which is in most of southern Ontario). Suncor and HONI are currently completing the negotiations of both a Perpendicular Crossing Operational Agreement and an Emergency Services Agreement. The Agreements will be finalized in the next few weeks.

Finally, the Board will typically condition any leave to construct with satisfactory agreements having been executed with HONI.

The fourth issue has two points. Issue 4(b) deals with the status of Suncor's Emergency Response and Communications Plan. Suncor is currently developing this plan with its lead construction contractor. It will be based upon the similar plan already developed for the construction of Suncor's Adelaide Wind Power Project, but is being revised to reflect the site-specific characteristics of the Cedar Point Project. Suncor has produced many such plans for its various wind projects across Canada. The document will be completed, and widely disseminated, prior to the commencement of construction of the project. It will be placed on the project website prior to commencement of construction.

As for the ESA approval, Suncor has already agreed to file a copy with the Board when it has been obtained.

In Issue 4(a), the writer complains that the proposed wind energy farm, which employs Siemens turbines does not have the capability to provide an inertia emulation control function.

However, the IESO addressed that issue in its System Impact Assessment Report ("SIA"). It stated at page 1 of the SIA:

"The functions of the proposed wind farm control system meet the requirements in the Market Rules except that the inertia emulation control function is unavailable. The IESO reserves the right to ask the connection applicant to install this function in the future should the function become available for the proposed type of WTG".

The IESO went on to recommend that Notification of Conditional Approval for Connection be issued for the Project (page 5 of the SIA). Conditional Approval was issued at the same time the SIA was issued (a copy of the Notification of Conditional Approval of Connection Proposal is included as an Attachment to Board Staff IRR#3(iv)).

Suncor will, of course, comply with all the IESO requirements, and as stated in its interrogatory responses to Board Staff #3:

"Suncor will complete the IESO Facility Registration and Market Entry Process, following timelines established by the IESO".


All the commitments, requested by the IESO and stated in the SIA findings will be incorporated in the Agreements between the Applicant, the IESO, and HONI, relating to the operation of the system, currently under negotiation.

Finally, Suncor notes that the issue of inertia emulation control was raised in WAIT-PW's Supplementary Interrogatories to Suncor on April 16, 2014, more than three months ago. Suncor objected to the question on the grounds that it should be directed to the IESO or HONI. The Board agreed and stated in Procedural Order No. 2 on May 16, 2014, at page 4, that the question was not properly directed to Suncor, and that since neither IESO nor HONI filed evidence in the proceeding, it would not be appropriate to require IESO or HONI to provide a response.

We trust these comments have been helpful to the Board, parties, and Ms. St. Amand.

Yours truly,

**FOGLER, RUBINOFF LLP**



Thomas Brett

TB/dd

Encl.

cc: All Parties

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July 15, 2014

Reply To: Thomas Brett  
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Our File No. 134380

**VIA RESS, EMAIL AND COURIER**

Ontario Energy Board  
2300 Yonge Street  
Suite 2700  
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Attention: Kirsten Walli,  
Board Secretary

Dear Ms. Walli:

**Re: Suncor Energy Products Inc. ("Suncor"), Cedar Point Leave to Construct Application  
Board File No. EB-2014-0022 (the "Application")**

Suncor is writing to the Board to address changes in the route of the transmission line that is the subject of the Application.

The changes are necessary to avoid land previously identified as "provincially significant wetlands" by the Ministry of Natural Resources. The St. Clair Region Conservation Authority (SCRCA) released these provincially significant wetland boundaries to Suncor in a meeting on April 25, 2014. At that time, Suncor was considering more than one way of accommodating the new wetland boundaries. Suncor has more recently decided on a revised route, and has negotiated the required changes with three of its landowners.

The two route changes do not require any leases with new landowners. They are minor changes to the location of the line on the property of three landowners, with whom Suncor has existing leases.

In Suncor's view, these changes are not material to the Application, but for clarity, and to keep the Board and other interested parties fully informed, Suncor is writing this letter to explain the amendments to the filed evidence to reflect the revised route. The route changes are incorporated into the text of Suncor's Application through a revised version of Exhibit B, Tab 2,

Schedule 1, page 2 of 5, paragraph 5, a copy of which is attached to this letter. A schematic map which shows the revised route relative to the wetlands' location and to the original route is shown in Appendix 1 to this letter.

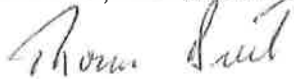
In order to avoid the newly identified wetlands, the first route change requires 1,000 meters of a west to east portion of the line (the total length of the line is 14 kilometers) which currently runs within the lands described in PIN 43033-0059, to be moved approximately 10 meters northward on the property, and then be moved approximately 10 meters southward, where it would traverse another parcel described in PIN 43033-0060. Suncor has leases with the landowners of both parcels, which it has amended to reflect the changes described above.

The second change moves 1,000 meters of a south to north section of the line which currently runs just inside the western boundary of PIN 43033-0070, 200 meters to the east on that same lot, and 200 meters of a west to east part of the line that currently runs just south of Proof Line, 1,000 meters southward on the same property. The newly located lines that are the subject of the second change will run along already negotiated access roads on the property. Suncor already has a lease with the owner of PIN 43033-0070, and has amended the lease to include the transmission line along the access road.

Please do not hesitate to call us if you have any questions.

Yours truly,

**FOGLER, RUBINOFF LLP**



Thomas Brett

TB/dd

Encl.

cc: All Parties

Suncor is developing the Cedar Point Project, located approximately 20 miles northeast of Sarnia. Suncor has been developing this project since 2006. The project will consist of up to 46 wind turbines, with up to 100 MW capacity, electrical collection stations, meteorological towers, access roads, temporary construction facilities, the Transformer Station, and the Transmission Line.

The Transformer Station and the Transmission Line are the subject of this application. These facilities are collectively referred to as the Proposed Transmission Facilities.

#### **4. Need for the Project**

In July 2011, the OPA awarded Suncor a contract under the FIT Program in respect of the Cedar Point Project for 100 MW of electricity (FIT Contract F-002175-WIN-130-601). The Proposed Transmission Facilities are needed to enable electricity to be conveyed from the Cedar Point Project to the IESO-controlled grid. The electricity will be conveyed to the Jericho Station, through the Jericho Shared Transmission Line and the Shared Transmission Facilities to the IESO Grid, as described above. Suncor has options to licence capacity on each of the Jericho Shared Transmission Facilities and the Shared Transmission Facilities for the term of the FIT Agreement. As the development of the projects promotes the use of renewable energy sources in a manner consistent with the policies of the Government of Ontario, Suncor's Proposed Transmission Facilities are in the public interest pursuant to paragraph 96(2)2 of the Act.

#### **5. Description of the Project**

The Cedar Point Project will consist of up to 46 Siemens SWT 2.3-113 MW wind turbine generators, for a total installed capacity of up to 100 MW, on privately-owned agricultural lots in the Town of Plympton-Wyoming, the Municipality of Lambton Shores and Warwick Township, all within Lambton County, Ontario.

Suncor has options to lease the properties on which it proposes to locate the Transmission Line. The Transmission line starts at Suncor Cedar Point Substation and runs north for approximately 425m. The line then travels East approximately 950m to Fuller road where it travels 200m North and then turns East, crosses Fuller Road and travels to the back lot line (approximately 1000m). The Transmission line then turns North and travels north along the edge of a woodlot on a private parcel (sometimes referred to herein as "**private lands**") for approximately 1000m, crossing Proof Line at approximately 1000m. After crossing Proofline the Line then turns East and travels along the edge of parcels for approximately 1000m to Rawlings Road where it turns North and travels along Rawlings Road for approximately 800m. The line turns East, crosses Rawlings Road and then continues East for approximately 1400m. The Line turns North and crosses two parcels until Thompson Line where it turns East. The Transmission Line then travels east, on lots adjacent to and parallel to Thompson Line for approximately 2600m. At Army Camp Road the Transmission Line turns North along and travels parallel to Army Camp Road for 420m at which point it turns East and crosses Army Camp Road and continues along private lot boundaries or 2600m,



