



November 4, 2014

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Subject: **wpd Fairview Wind Inc. EB-2014-0226**

Further to Procedural Order No. 1 from the Ontario Energy Board, please find set out below interrogatories of the Township of Clearview pursuant to order 3 of the Board's Order.

As the interrogatories may have a bearing on the location and nature of distribution lines and related facilities within the municipal road allowances, the Township is not in a position to provide the information set out in order 1 at this time but will do so at its earliest opportunity on reviewing the response to its interrogatories. Furthermore, and likewise, the municipality may seek further clarification or have further comment upon the proposed agreement related to the location of said works in the road allowances of the municipality.

Interrogatories:

**1.0 CLEARVIEW TOWNSHIP INTERROGATORY 1**

Reference:

Road Use Agreement (the "Agreement")

Preamble: The "Agreement" covers both the proposed use of municipal road allowance for "Electrical Infrastructure" and for purposes other than electrical infrastructure, including the "construction, operation, repair, maintenance and decommissioning of the Wind Project. The Agreement also addresses the reconstruction or realignment of municipal road allowances and the connection of Wind Project access roads to municipal road allowances.

Questions/Requests:

1.1 Is the Applicant seeking Ontario Energy Board Approval (the "Board") for the Agreement as part of its application under s.41(9) of the Electricity Act (the "Application")?

1.2 If so, what is the legal basis for the Board's jurisdiction to approve:

(a) use of municipal road allowances for the "construction, operation, repair, maintenance and decommissioning of the Wind Project" (other than Electrical Infrastructure)?

(b) realignment or reconstruction of municipal road allowances?

(c) connecting Wind Project access roads to municipal road allowances?

## **2.0 CLEARVIEW TOWNSHIP INTERROGATORY 2**

Reference:

Section 2.2 of the Agreement

Preamble: This section states that Expiry Date of the Agreement is earlier of (a) the complete decommissioning of the proposal; or (b) 30 years following the Effective Date of the Agreement. The Applicant has the option to extend the Agreement for another 20 years.

Questions/Requests:

- 2.1 What is the life expectancy of the Wind Project and when is it anticipated to be decommissioned?
- 2.2 What is the basis for establishing the right to extend the agreement as unilateral in favour of the Applicant?
- 2.3 If decommission of the Wind Project and Electrical Infrastructure occurs after the expiry of the Agreement, who bears the liability for decommissioning of the Electrical Infrastructure and the associated cost of road repairs?

**3.0 CLEARVIEW TOWNSHIP INTERROGATORY 3**

Reference:

Section 2.4 of the Agreement

Preamble: This section proposes to limit Township fees for permits and approvals to those attached as Schedule "B: to the Agreement.

Questions/Requests:

- 3.1 Will the Applicant have direct agreements with Emergency Services for the construction, operation and decommissioning of the facilities?
- 3.2 Is the Applicant expecting to cover the additional costs to the Township related to the entrance inspections?
- 3.3 Will the entrances to municipal Road Allowances need to be widened again for decommissioning ?
- 3.4 Will the Applicant cover the Township's costs related to decommissioning, including inspection costs?

**4.0 CLEARVIEW TOWNSHIP INTERROGATORY 4**

Reference:

Section 3.2 of the Agreement

Preamble: This section contemplates that the Applicant will document the conditions of all Road Allowances and structures the Applicant seeks to use. Interrogatories:

Questions/Requests:

4.1 Could this also be described as a "Pre-Condition" Survey?

4.2 Will culvert conditions be documented?

4.3 Will the conditions of the Haul Routes for materials and equipment be documented?

## **5.0 CLEARVIEW TOWNSHIP INTERROGATORY 5**

Reference:

Section 3.3 of the Agreement

Preamble: A Post-Construction survey is required.

Questions/Requests:

5.1 What is the basis for providing that the Post-Construction survey will not be done until 12 months after the Commercial Operations Date?

## **6.0 CLEARVIEW TOWNSHIP INTERROGATORY 6**

Reference:

Section 3.4 of the Agreement

Preamble: This section provides for security deposit to secure the performance of obligations under s. 4.4 (related to "Traffic Effects") and s. 4.5 (repairs to Road Allowances).

Questions/Requests:

6.1 What is the proposed form of the security deposit?

6.2 Why is there no provision for a security deposit in relation to decommissioning of infrastructure within Township road allowances?

## **7.0 CLEARVIEW TOWNSHIP INTERROGATORY 7**

Reference:

Section 4 of the Agreement

Preamble: The agreement speaks to "Traffic Effects" and suggests

that Township staff should implement measure to mitigate Traffic Effects.

Questions/Requests:

7.1 What is the basis for requiring the Township to mitigate Traffic Effects caused by the Applicant?

7.2 Will the Applicant prepare Traffic Control Plans and submit for review and approval?

7.3 Will the Applicant implement all Traffic Control requirements during construction as well as decommissioning?

## **8.0 CLEARVIEW TOWNSHIP INTERROGATORY 8**

Reference:

5.2 of the Agreement

Preamble: Agreement suggests stipulates that Township will have 15 days to review plans.

Questions/Requests:

8.1 What is the basis for this attenuated review period?

## **9.0 CLEARVIEW TOWNSHIP INTERROGATORY 9**

Reference:

Section 5.7 of the Agreement

Preamble: The section refers to "As Built Drawings" being produced within 180 days.

Questions/Requests:

9.1 Why "As Built Drawings" as opposed to signed and sealed "Record Drawings" been considered?

9.2 What is the basis for requiring 180 days?

## **10.0 CLEARVIEW TOWNSHIP INTERROGATORY 10**

### Reference:

Section 6.3 of the Agreement

Preamble: This section provides very basic parameters for the future location and depth of Electrical Works, with actual locations and depth not determined.

### Questions/Requests:

10.1 Has there been a specific offset from property line established?

10.2 Has an offset from property been determined within the County for County Road 91?

10.3 Can the offset from property line be consistent with the proposed offset on County Road 91?

10.4 What has the proposed depth and location not been determined?

## **11.0 CLEARVIEW TOWNSHIP INTERROGATORY 10**

### Reference:

Proposed Agreement

Preamble: The agreement deals with and/or raises matters of municipal procedure, insurance, liability and indemnification.

### Questions/Requests:

11.1 Are the clauses in the proposed agreement sufficient to fully indemnify the municipality with regard to statements of indemnification and liability and the adequacy of insurance?

11.2 Does the entering into of an agreement require a by-law of Council pursuant to applicable legislation.

The Board has in its order set out the scope of the proceeding.  
The municipality reserves all rights with respect to a decision

made with respect to the scope of the hearing and stated limitations and the municipality, in making its submissions pursuant to the Board order on this matter, shall in no way limit or otherwise characterize its position or opinions with respect to other proceedings.

Regards,

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**And Development**  
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