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December 19, 2014

Reply To: Albert M. Engel
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EMAIL AND COURIER

Ontario Energy Board
P.O. Box 2319
27th Floor
2300 Yonge Street
Toronto, ON M4P 1E4

Attention: Ms. K. Walli, Board Secretary

Dear Ms. Walli:

Re: EB-2014-0295 – Interrogatories of Suncor Energy Products Inc. ("Suncor")

We are counsel to Suncor.

Further to Order 4 of Procedural Order No. 1 in this matter, enclosed, please find Suncor's complete response to each of the interrogatories on its evidence delivered by Board staff on December 8, 2014.

Yours truly,

FOGLER, RUBINOFF LLP

Albert M. Engel

cc: C. Brett, Suncor
C. Scott, Suncor
J. Hood, Suncor
M.Kozak, Suncor

ONTARIO ENERGY BOARD

IN THE MATTER OF the *Ontario Energy Board Act, 1998*, S.O. 1998, c. 15 (Sched. B);

AND IN THE MATTER OF an application by Suncor Energy Products Inc. ("**Suncor**") for an Order or Orders pursuant to Section 41(9) of the *Electricity Act, 1998* (as amended) establishing the location of the applicant's distribution facilities within certain road allowances owned by the Corporation of the Town of Plympton-Wyoming ("**Town**"), all as set out in this application.

SUNCOR'S RESPONSE TO BOARD STAFF INTERROGATORIES

EB-2014-0295

December 19, 2014

SUNCOR'S RESPONSE TO BOARD STAFF INTERROGATORIES ("RESPONSE")

1 **Board Staff Interrogatory No. 1**

2 i. Please file the latest draft of the Road Use Agreement.

3 The latest draft of the Road Use Agreement ("RUA") was emailed to the Town on
4 December 19, 2014 with changes based on a meeting that took place between Suncor and
5 Town staff on December 11, 2014. A copy of the text of the December 19, 2014 RUA is
6 attached as **Appendix A** to this Response.

7 ii. Did Suncor brief the Town on the extent, timing and implications of construction, installation,
8 operation, maintenance and future decommissioning of the distribution facilities within the
9 Town's road allowances? If so, please submit evidence in support of same.

10 Suncor's attempts to brief the Town with respect to its proposed distribution facilities are
11 summarized at pages 2 to 4 of 4 of the Chronology of Events, Exhibit B, Tab 4, Schedule
12 1 of this Application, dated September 12, 2014.

13 Suncor met with Town staff on June 5, 2014 and discussed the draft RUA that Suncor
14 provided to the Town on March 5, 2014 as well as the locations of the Distribution
15 System set out in the maps provided to the Town on May 15, 2014.

16 Suncor met again with Town staff on October 23, 2014 and discussed the draft RUA.
17 Attached as **Appendix B** to this Response is an email summarizing the meeting of
18 October 23, 2014.

19 Decommissioning of the distribution facilities is described in Section 3.3.6 of Suncor's
20 Decommissioning Plan Report for Cedar Point where it is stated that collector lines
21 installed in road allowances would be removed, if required by the agreements with the
22 Municipalities and County. A copy of the Decommissioning Report is attached as
23 **Appendix C** to this Response.

24 iii. Please provide a complete and detailed update on the status of Suncor's discussions with the
25 Town in respect of the proposed Distribution Facilities since October 23, 2014.

26 Since October 23, 2014, Suncor delivered hard copies of drawings to the Town on
27 November 24, 2014 along with amended RUA language. Suncor had phone
28 conversations and email communication with Town Staff and was notified of a
29 misinterpretation of our commitments for underground cable crossings of municipal
30 drains and roads. These conversations also revealed the Town's desire to maintain 1.5m
31 cover in all directions from the cables in all Town Road Allowances. These
32 communications occurred on November 26 and 27, 2014. A meeting was subsequently
33 held on December 11, 2014 with the Town municipal engineer to continue to discuss the
34 RUA. During this meeting, edits were requested to the RUA language by the Town
35 which are currently under advisement by Suncor. The Town reserved the right for legal

36 review of the text after the Municipal Engineer and Suncor resolved technical details of
37 the agreement.

38 During this meeting Suncor explained the increased safety issues which would arise if
39 Suncor were to adhere to the Town's request to bury the distribution infrastructure a
40 minimum of 1.5 m below ground surface. Suncor explained that the Electrical Safety
41 Authority ("ESA") requires direct buried lines to be 1m below ground surface, but could
42 be shallower in the event that a barrier was installed. It was evident that the concern was
43 limited to potential contact with the wires from municipal staff during ditch maintenance.
44 Suncor is prepared to conduct a field study to identify locations where the potential
45 contact exists and work with Town staff to identify appropriate mitigation such as the use
46 of conduit or ditch slope regrading, while at the same time meeting the ESA requirements
47 for underground cabling.

48 On December 19, 2014 Suncor emailed the latest draft of the RUA based on the
49 December 11, 2014 meeting, a copy of which is attached as Appendix A to this
50 Response.

51 **Board Staff Interrogatory No. 2**

52 i. Please confirm that the REA approval covers the locations of the Distribution Facilities.

53 Yes, the REA approval covers the locations of the Distribution Facilities. All of the
54 Distribution Facilities, identified as "Collector Line" in Exhibit B, Tab 2, Schedule 1,
55 Appendix A of the Application are covered by the REA approval. In preparing this
56 Response Suncor noted that the List of Plympton-Wyoming Streets and Highways for
57 Cedar Point II Wind Energy Project Distribution System Location, included as Exhibit B,
58 Tab 5, Schedule 1, Appendix A of the Application, erroneously listed some streets and
59 highways within the Town that are not owned by the Town, namely Townsend Line,
60 Aberarder Line, Oil Heritage Road and Lakeshore Road. Attached as **Appendix D** to this
61 Response, is an updated List of Plympton-Wyoming Streets and Highways for Cedar
62 Point II Wind Energy Project Distribution System Location. The total length of streets
63 and highways has been reduced from 22.615km to 19.689km.

64 ii. Please provide a description and summary review of any alternative locations for the Distribution
65 Facilities that Suncor has considered and subsequently rejected in favour of the current
66 configuration and the reasons for having rejected those alternative(s).

67 Attached as **Appendix E** to this Response is a figure that indicates the alternative
68 locations for the Distribution Facilities that Suncor has considered and subsequently
69 rejected in favour of the current configuration. The yellow lines on the figure indicate
70 these alternative locations which have now been rejected. Suncor's design goal was to
71 attempt to utilize private property routes to connect Project infrastructure so as to
72 minimize infrastructure within municipal road rights-of-way. For example, sections of
73 Aberarder Line, Hillsboro Road, Oil Heritage Road, and Elmsley Road have been
74 avoided in the current design in favour of a private property route.

75 iii. Please provide the rationale for the final proposed locations and any supporting documentation,
76 including technical constraints.

77 The rationale for the final proposed locations in Plympton-Wyoming streets and highways
78 is to minimize the use of Plympton-Wyoming streets and highways as much as possible
79 based on access to private land and existing utilities as set out in the Plan and Profile
80 Drawings filed as Exhibit B2 of Suncor's Further Evidence dated November 27, 2014.
81 Suncor considered such constraints when deciding what side of the road to install cables
82 on. Suncor is working with utilities to ensure existing utilities are not impacted by
83 Suncor's proposed distribution infrastructure. Suncor also will be directionally drilling
84 beneath all existing municipal drains, existing private entrances and trees growing within
85 the road allowances.

86 **Board Staff Interrogatory No. 3**

87 i. Was Suncor informed of this proposed amendment prior to filing its application? If no, please
88 explain.

89 No. Suncor was not made aware of the Town's request to maintain 1.5m of cover in all
90 directions from the cables until Suncor had discussions with Town Staff on November
91 26, 2014 and November 27, 2014. These discussions occurred after the submission of
92 Suncor's application. Attached as **Appendix F** to this response are relevant emails from
93 November 26 and 27, 2014.

94 ii. To Suncor's knowledge, would compliance with this additional technical requirement obviate the
95 need for the present proceeding?

96 Suncor does not believe that compliance with this additional technical requirement would
97 obviate the need for the present proceeding. This is based on Suncor's previous
98 experience with the Town's opposition to the Project as described in the Chronology of
99 Events at Exhibit B, Tab 4, Schedule 1 of the Application.

100 iii. Failing full agreement, would compliance with this additional technical requirement aid in
101 reaching an agreement on the location of the Distribution Facilities? Please explain.

102 Suncor is not prepared to agree with this additional technical requirement. While Suncor
103 takes safety very seriously, a 1.5 m cover requirement is without technical basis and in
104 excess of that required by the ESA. The increased depth of the trench increases safety
105 risks during installation. The ESA requires a minimum cover of 1m.

106 iv. Would this addition be acceptable to Suncor? If not, please provide a rationale for the refusal.

107 No. This addition is not acceptable to Suncor. As described in the answer to
108 Interrogatory No. 3.iii. above, the ESA requires a minimum cover of 1m and Suncor is
109 prepared to comply with the ESA requirement.

110 **Board Staff Interrogatory No. 4**

111 i. Other than the proposed technical clause at reference (c), did the Town provide any other
112 directions and/or advice especially as relates to maintenance, safety and security? If so, please
113 submit all related evidence.

114 No. The Town has not provided any other directions and/or advice as it relates to
115 maintenance, safety and security.

116 ii. Did the Town provide any comments on the drawings filed in Suncor's supplemental evidence? If
117 so, please submit a copy of these comments, and if applicable, please submit evidence showing
118 how any concerns have been addressed by Suncor.

119 These drawings were submitted by Suncor on November 27, 2014. The first meeting that
120 was held to discuss these drawings was on December 11, 2014. The Town has requested
121 that the centre of the trench to be 1m from the property limit unless an obstacle prevents
122 this. Current drawings show typically 1.5m from property lines and Suncor has
123 committed to moving them to 1m in areas where possible. Suncor is currently in the
124 process of having the drawings that were submitted on November 27, 2014 updated to
125 reflect this commitment.

126 iii. Has the Town proposed locations for the Distribution Facilities within the road allowances? If so,
127 please provide such proposals and indicate whether Suncor accepted, rejected or altered the
128 proposal and all supporting rationale.

129 On June 6, 2014, Suncor committed to locating the Distribution Facilities within the road
130 allowance in locations within 1m of the property limit of the right of way, unless
131 unknown obstacles are discovered, and would, in such cases locate the Distribution
132 Facilities as far from the travelled portion of the road as possible. Suncor's drawings,
133 filed on November 27, 2014 typically indicate locations at 1.5m from the property line.
134 During the December 11, 2014 meeting with Town staff, Suncor committed to moving
135 the locations to within 1m of the property limit in areas where this is possible. Suncor is
136 currently in the process of having the drawings that were submitted on November 27,
137 2014 updated to reflect this commitment.

138 iv. If any agreement on individual locations related to drawings at reference (a) has been reached,
139 please submit this information to the Board.

140 To date the Town has not provided comment on the drawings at reference (a) other than
141 requesting the centre of trench to be 1.0 m from the lot limit in an attempt to keep utilities
142 as far from the travelled portion of the road as possible. Suncor is currently in the
143 process of updating the drawings that were submitted on November 27, 2014 to reflect
144 this commitment.

145

146

APPENDIX A

ROAD USE AGREEMENT

THIS AGREEMENT effective this ____ day of _____, 2015 (the “**Effective Date**”)

BETWEEN:

**THE CORPORATION OF THE TOWN OF PLYMPTON-
WYOMING** (hereinafter referred to as the “**Municipality**”)

OF THE FIRST PART

-and-

SUNCOR ENERGY PRODUCTS INC.
a corporation established under the laws
of the Province of Ontario
(hereinafter referred to as “**SEPI**”)

OF THE SECOND PART

WHEREAS:

- A. the Municipality is a municipal corporation with the meaning of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, is governed by Mayor and Council and operated by Administration, which is hereby authorized to administer this Agreement in its entirety, including but not limited to decisions with respect to the operation and termination of this Agreement in accordance with its provisions;
- B. the Municipality exercises jurisdiction with respect to approval of certain activities with respect public rights of way, highways, streets, sidewalks, walkways, driveways, ditches and boulevards within the Town of Plympton-Wyoming;
- C. the Municipality owns the roads identified in the Approved Road Use Plans, which is attached hereto as **Schedule "B"** and forms a part of this Agreement;
- D. SEPI is a Wind Power Project owner/operator, has a current registered corporate identity in Ontario; has an office and mailing address at 2489 North Sheridan Way, Mississauga, Ontario, Canada L5K 1A8; and is operational out of Box 2844 150 6th Avenue SW, Calgary, Alberta, Canada T2P 3E3;
- E. SEPI is the owner of the Wind Project, as defined herein;
- F. SEPI is the owner of the Power Purchase Agreement for the Wind Project, all assets of the Wind Project, as provided in the SEPI Asset Document, which is attached hereto as **Schedule "A"**, forms a part of this agreement but shall be treated as confidential between the parties to

extent possible under Applicable Law;

- G. SEPI wishes to make use of certain roads located in the Municipality to allow for construction, operation and maintenance of the Wind Project and to deliver components and materials thereto;
- H. pursuant to section 50(3)(d.1) of the Planning Act, as amended, the Parties may enter into an agreement that has the effect of granting a use of or right in land directly or by entitlement to renewal for a period of more than twenty-one years;
- I. that the Municipality, through motion of Council, has declared its position as an unwilling host of industrial wind turbines and that any approval to enter into this Agreement to protect the Municipality's interests does not change its position as an unwilling host;
- J. the Municipality and SEPI enter into this Agreement with respect of the use, installation, construction, maintenance and operation of certain Electrical Infrastructure on, over, under and within the Road Allowances, as defined herein;
- K. subject to Provincial legislation and Ontario Energy Board Approval, and the terms and conditions set forth below with respect to the use of Municipalities Road Allowances, the Municipality acknowledges SEPI's right to install, construct, maintain, operate and decommission such Electrical Infrastructure over, along, across or under Road Allowances;
- L. subject to obtaining the necessary approvals from the Municipality for non-electricity transmission related work, SEPI shall have the right to temporarily reconstruct or realign certain portions of the Road Allowances to permit delivery or movement of oversized Wind Project components, including wind turbine blades, tower sections, hubs and nacelles;
- M. subject to obtaining approval of an "Application to Install Private-Entrance Culvert or Enclosure of Roadside Ditch" from the Municipality, SEPI shall have the right to connect access roads from Wind Project turbines to the Road Allowances to permit ongoing access to the wind turbines during Wind Project operations; and
- N. SEPI warrants that all times throughout the term of this agreement, including its option periods, it shall retain assets which have a minimum value of \$50 million dollars.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the payment of the sum of TWO DOLLARS (\$2.00) from each Party to the other and other good and valuable consideration, including the terms, covenants and provisions herein, the receipt and sufficiency of which is hereby acknowledged and agreed, the Parties covenant and agree as follows:

A. INTERPRETATION

- 1. The above recitals are true and the same are hereby incorporated into this Agreement by reference.
- 2. Each obligation of the Parties hereto contained in this Agreement, even if not specifically expressed as a covenant, shall be considered for all purposes to be a covenant. Each covenant in this Agreement is a separate and independent covenant and a breach of covenant by any Party will not relieve any other Party from its obligation to perform each of its covenants; except as otherwise provided herein.

Definitions

3. In this Agreement, in addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:
- (a) "**Agreement**" means this Agreement, including all Schedules, as it may be confirmed, amended, modified, supplemented or restated by written agreement between the Parties.
 - (b) "**Anti-Bribery Laws**" mean any anti-bribery law or international convention, as may apply now or in the future, including the Canadian Corruption of Foreign Public Officials Act, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and the OECD Convention on Combating Bribery of Foreign Public Officials.
 - (c) "**Affiliate**" of a Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether directly or indirectly, and "control" and any derivation thereof means the possession, directly or indirectly (other than in the capacity of an officer, director or employee of Person), of the power to direct or significantly influence the management, policies or business of a Person whether through the ownership of voting securities or other ownership interests by contract, trust or otherwise.
 - (d) "**Applicable Law**" means all present or future applicable laws, statutes, regulations, treaties, judgments and decrees and all present or future applicable published directives, rules, policy statements and orders of any Public Authority and all applicable orders and decrees of courts and arbitrators of like application to the extent, in each case, that the same are legally binding on the Parties in the context of this Agreement.
 - (e) "**Appropriate Emergency Service Providers**" means those emergency service providers set out in Schedule "C", which is attached hereto and forms a part of this Agreement;
 - (f) "**Approved Road Use Plans**" means the diagrams attached as Schedule "B" hereto depicting the location of and other aspects in relation to Electrical Infrastructure in Road Allowances, as approved by the Municipal Engineer prior to the execution of this Agreement.
 - (g) "**As-Built Plan**" means a Plan following the placement, installation, construction, reconstruction, inspection, maintenance, operation, alteration, enlarging, repairing, replacing, relocating and removing Electrical Infrastructure confirming the exact location and specifications of any Electrical Infrastructure installed over, along, across, under or within the Road Allowances.
 - (h) "**Business Day**" means any day excluding a Saturday, Sunday or statutory holiday in the Province of Ontario, and also excluding any day on which the principal chartered banks located in the Municipality are not open for business during normal banking hours.
 - (i) "**Commercial Operation Date**" means the Commercial Operation Date as defined in the Power Purchase Agreement, as defined herein.
 - (j) "**Consulting Engineer**" means an independent qualified professional engineer as appointed by SEPI, from time to time and mutually agreed to by the Municipality.

- (k) "**Deliveries**" means the transporting of materials, components and equipment including overweight or over-size cargoes across or along Road Allowances, to provide for the construction, maintenance, repair, replacement, relocation or removal of wind turbines and other infrastructure for the Wind Project.
- (l) "**Distribution Infrastructure**" means infrastructure and systems for the purposes of conveying electricity at voltages of 50 kilovolts or less and includes all structures, equipment or other things used for that purpose including, but not limited to, towers and/or poles, with such wires and/or cables for the distribution of electricity at voltages of 50 kilovolts or less, and all necessary and proper foundations, safety barriers, footings, cross arms and other appliances, facilities and fixtures for use in connection therewith including without limitation, substation facilities and equipment, pads, vaults and junction boxes (whether above or below ground), manholes, handholes, conduits, fiber optics, cables, wires, lines and other conductors of any nature, multiple above or below ground control, communications, data and radio relay systems, and telecommunications equipment, including without limitation, conduits, fiber optics, cables, wires and lines.
- (m) "**Easement Rights**" means the right to place, install, construct, re-construct, inspect, maintain, operate, alter, enlarge, repair, replace, relocate and remove Electrical Infrastructure over, along, within or under the Road Allowances provided for this Agreement.
- (n) "**Electrical Infrastructure**" means, collectively, all Distribution Infrastructure and Transmission Infrastructure.
- (o) "**Electrical Infrastructure Work**" means the installing, constructing, operating, inspecting, maintaining, altering, enlarging, repairing, replacing, relocating and removing of Electrical Infrastructure over, along, across, within or under the Road Allowances in connection with the Wind Project.
- (p) "**Entrance(s)**" means one or more points of access across and through the Road Allowances from the traveled portion of the Road Allowances connecting to private lands beyond and certain access roads in and upon adjacent lands used in connection with the Wind Project, which has been approved by the Municipal Engineer.
- (q) "**Entrance Work**" means the constructing and maintaining of Entrances to private wind turbine access roads.
- (r) "**Insurance and Decommissioning Agreement**" is an agreement between the Municipality and Suncor dated November 4, 2014 and approved for execution by the Municipality through Bylaw 70 of 2014 on November 4, 2014.
- (s) "**Material Change**" has the meaning ascribed to such term in Section 31.
- (t) "**Municipal Engineer**" means the individual designated to serve in that position for the Corporation of the Town of Plympton-Wyoming duly passed via municipal by-law.
- (u) "**Municipal Infrastructure**" means structures, services or facilities of any kind owned or operated by or for the benefit of the Municipality, including drains, water mains and culverts.

- (v) "**Parties**" means the Municipality and SEPI collectively, and "Party" means any one of them.
- (w) "**Permits**" means those permits required to be obtained by SEPI from the Municipality for the purposes of performing the Work and for the purposes of use of the Road Allowances, along with all requirements for the issuance of such Permits and all fees associated with such Permits, as set out in the Permits and Fees Document, which is attached hereto as **Schedule "D"** and forms a part of this Agreement.
- (x) "**Person**" means an individual, a corporation, a partnership, a limited partnership, a governmental authority or any department or agency thereof, a trustee, any unincorporated organization, and the heirs, executors, administrators or other legal representatives of an individual and pronouns and other words importing Persons have a similarly extended meaning.
- (y) "**Plan**" means a detailed plan drawn to scale, which:
 - (i) identifies the location, size and elevation of the Electrical Infrastructure;
 - (ii) demonstrate that the installation of the Electrical Infrastructure will comply with applicable safety, technical and regulatory standards and the requirements of Applicable Law;
 - (iii) show the Road Allowances where the installation of Electrical Infrastructure is proposed and the location of the proposed Electrical Infrastructure or part thereof together with specifications relating to the proposed Electrical Infrastructure or part thereof; and
 - (iv) shows the "no winter maintenance" road allowances within the Municipality.
- (z) "**Plans**" means more than one Plan, as defined herein, referred to collectively.
- (aa) "**Power Purchase Agreement**", (hereinafter "**PPA**") means the Feed-In Tariff Contract made between SEPI and the Ontario Power Authority, including any amendments or renewals thereof.
- (bb) "**Public Authority**" means any governmental, federal, provincial, regional, municipal or local body having authority over the Municipality, SEPI, the Wind Project, the Electrical Infrastructure or the Road Allowances.
- (cc) "**Repair Work**" means work involving the maintenance, repair and replacement of the Wind Project, including the maintenance, repair and replacement of installed Electrical Infrastructure and Entrances that does not cause the location, elevation, position, layout or route of the Electrical Infrastructure or Entrance to materially change.
- (dd) "**Road Allowances**" means public rights of way, road allowances, streets, sidewalks, highways, walkways, driveways, ditches and boulevards and the allowances therefore, and includes all existing infrastructure located on or within the Road Allowances, all owned, or managed under the legal jurisdiction of the Municipality as shown in the Approved Road Use Plans (**Schedule "B"**).

- (ee) **"Tree Work"** means the cutting, trimming, removing or replacing of trees or bushes growing in or extending into, over or under the Road Allowances.
- (ff) **"Wind Project(s)"** means the 100 megawatt renewable energy generating facility known as Cedar Point Wind Power Project and its appurtenant wind turbines, equipment, buildings and Electrical Infrastructure, a portion of which is to be constructed in Municipality for the purpose of supplying electricity in accordance with the PPA.
- (gg) **"Work"** means all the work required to be performed by SEPI pursuant to the terms of this Agreement, including, but not limited to, all Deliveries, Electrical Infrastructure Work, Entrance Work, Tree Work, and Repair Work.

Schedules

4. The following schedules to this Agreement are an integral part of this Agreement:

Schedule "A" SEPI Asset Document
Shows type and value of all current assets owned by SEPI

Schedule "B" Approved Road Use Plans
Geographically shows the location of the Wind Project; municipal description and location of Road Allowances (including those Road Allowances which are not subject to winter maintenance); and particulars with respect of the route of Transmission and Distribution Infrastructure, including but not limited to location of poles, engineering details of poles (type, material, size, foundation, construction methods, guying details.), electrical transmission line arrangement (height of cables, vertical clearances, expected cable sag/sway, etc.), and the location of any alteration of the Municipal Road in relation to the installation of said transmission facilities (ditch grading and guardrails).

Schedule "C" List of Appropriate Emergency Service Providers

Schedule "D" Permits and Fees
Shows all Permits and fees required to be applied for and obtained by SEPI from the Municipality, including but not limited to building permits.

Schedule "E" Traffic Management Plan

Statutory Rights

5. The Parties agree that nothing contained in this Agreement shall abrogate or prejudice any statutory rights held by any Party under any applicable statute, including but not limited to the *Municipal Act, 2001*, as amended, the *Ontario Energy Board Act, 1998*, as amended, the *Green*

Energy and Green Economy Act, 2009, as amended and the Electricity Act, 1998, as amended.

B. GRANT OF PERMISSION

Term

6. The rights provided for in this Agreement shall be for a term which is the greater of: (i) thirty (30) years from the Effective Date plus an option in favour of SEPI to extend the term of this Agreement for two (2) further ten (10) year periods, or (ii) from the Effective Date to the expiry of the term of the PPA and any extensions thereof, together with such additional time (not to exceed nine (9) months) as may be reasonably required to complete the decommissioning of the Wind Project, (hereinafter, the "Term").

Grant of Easement

7. The Municipality hereby grants and transfers to SEPI for the duration of the Term, the non-exclusive right, privilege, interest, benefit and easement to enter upon and use the Road Allowances as identified in the Approved Road Use Plans (**Schedule "B"**) with such persons, vehicles, equipment and machinery as may be necessary for the purpose of placing, installing, constructing, re-constructing, inspecting, maintaining, operating, altering, enlarging, repairing, replacing, relocating and removing Electrical Infrastructure and the right to perform Work over, along, across, within or under the Road Allowances in connection with the Wind Project, subject to the following conditions:

Prior Approvals

- (a) SEPI, prior to the installation, placement, installation, construction, re-construction, inspection, maintenance, operation, alteration, enlarging, repair, replacement, relocation and/or removal of any Electrical Infrastructure over, along, across, within or under the Road Allowances, shall obtain the approval of any Public Authority required by or have the authority pursuant to Applicable Law in connection with such activity.

Notice

- (b) SEPI shall make its best effort, prior to the installation, placement, installation, construction, re-construction, inspection, maintenance, operation, alteration, enlarging, repair, replacement, relocation and/or removal of any Electrical Infrastructure over, along, across, within or under the Road Allowances, to provide notice to all other existing Road Allowance users of the aforementioned installation, placement, installation, construction, re-construction, inspection, maintenance, operation, alteration, enlarging, repair, replacement, relocation and/or removal of any Electrical Infrastructure over, along, across, within or under the Road Allowances.

Transmission Infrastructure Placement

- (c) [Intentionally Deleted]

Distribution Line Placement

- (d) All Distribution Infrastructure shall be installed below-grade in accordance with the Approved Road Use Plans presented in Schedule B, and within but under the Road Allowances at an appropriate depth so as to avoid incompatibilities and/or conflicts with

other existing and potential infrastructure, except where SEPI in consultation with the Municipality identifies environmental, topographical or other obstacles that require the installation of poles or other above-grade Distribution Infrastructure to permit the distribution of electricity over, around or across the obstacle;

Distance from Travelled Portion and Property Line

- (e) The Parties agree that SEPI shall, provided it is not materially or commercially unreasonable, install Electrical Infrastructure in the following locations within the Road Allowances:
 - (i) in locations between the outer limit of the travelled portion of the roadway and the property line of the Road Allowance;
 - (ii) at depths and/or elevations within the relevant Road Allowance to avoid incompatibilities and/or conflicts with existing infrastructure and, provided it is not materially or commercially unreasonable, avoid incompatibilities and/or conflicts with currently planned infrastructure;
 - (iii) in consistent locations within the Road Allowances such that the number of road crossings is minimized; and
 - (iv) in accordance with the Approved Road Use Plans.

Permits/Fees

- (f) SEPI will obtain all Permits from the Municipality and pay the appropriate fees associated with obtaining the same, which fees are shown in the Permits and Fees Document Schedule "D". The Municipality shall issue all such Permits within the timelines set out in accordance with the Insurance and Decommissioning Agreement, and, without limiting the generality of the foregoing, in respect of grading, guardrails and culverts related to the Electrical Infrastructure, shall issue the approval on the basis of standards typically applied in accordance with the MTO Road Safety Manual;

Legal Compliance

- (g) All actions of SEPI and the Municipality shall be in compliance with Applicable Law;

Insurance Coverage

- (h) SEPI agrees that prior to the placing, installing, constructing, re-constructing, inspecting, maintaining, operating, altering, enlarging, repairing, replacing, relocating and removing Electrical Infrastructure over, along, across, within or under the Road Allowances, SEPI shall arrange for and maintain commercial general liability insurance (hereinafter, the "CGL"), insuring SEPI and naming the Municipality as an additional insured. The CGL shall provide, at a minimum limits of liability, not less than five million dollars (\$5,000,000.00) per incident and in the aggregate. In addition, the CGL shall contain a cross liability and severability of interest clause and provide for a minimum of ten (10) days' notice of cancellation of the CGL. SEPI shall upon written request thereof, deliver to the Municipality, from time to time and in any event prior to commencement of the Work, a copy of a certificate of insurance evidencing that the CGL is in full force and effect. Following the date that is ten (10) years after the Effective

Date and every ten (10) years thereafter, the Parties shall, acting reasonably, review the minimum limits of liability of the CGL to determine if appropriate adjustments are required. SEPI may comply with the CGL requirements through any combination of primary and excess/umbrella coverage.

Commencement of Work

- (i) Prior to the commencement of any Work, SEPI shall document, by means of a video recording or other means satisfactory to the Municipality, acting reasonably, the existing condition of all Road Allowances or structures that SEPI expects will or may be used for or subject to Work, and both Parties shall receive a complete copy of such video recording or document;
- (j) SEPI agrees to maintain the surface of the Road Allowances for a period of twelve (12) months following the Commercial Operations Date and restore the surface of the Road Allowance to at least the same condition as prior to the commencement of any Work, except in the cases where the alteration to the untraveled portion of the Road Allowance forms part of the Work;
- (k) SEPI agrees the Easement Rights shall be exercised and carried out in a good, safe and workmanlike manner;
- (l) SEPI shall be responsible for any damage caused to the Road Allowances at any time by itself, its agents, employees or contractors and for removing all debris from the work area following the undertaking of any of the Easement Rights contemplated herein;
- (m) SEPI shall, provided that it is materially and commercially unreasonable, protect the integrity and security of all existing equipment, installations, utilities, and other facilities within the Road Allowance or which might otherwise be located in, on, or under the Road Allowances or any adjacent lands;
- (n) SEPI shall make all payments and taking all such steps as may be reasonably necessary to ensure that no construction lien or other lien is registered against the Road Allowances as a result of the undertaking by SEPI of any of the Easement Rights or any other work contemplated in this Agreement and taking such steps as may be required to cause any such registered lien or claim for lien to be discharged or vacated immediately after notice thereof from the Municipality is provided to SEPI.

Non-Exclusive Permission

- 8. The Easement Rights provided for in this Agreement shall constitute a non-exclusive easement. Without limiting the foregoing, the Easement Rights are subject to the rights of the owners of the property adjoining the Road Allowances who are entitled access to and from the Road Allowances from their properties, and subject to the rights and privileges that the Municipality may grant to other persons on the Road Allowances, all of which rights are expressly reserved; the rights shown on the Approved Road Use Plans and As-Built Plan and specifications only excepted. SEPI hereby acknowledges and agrees that there are other utilities and third parties that do and/or may have similar rights over the Road Allowances and SEPI hereby agree to make commercially reasonable efforts to accommodate the interests of other third parties when exercising the Easement Rights, provided that such accommodation is not materially or commercially unreasonable.
- 9. In respect of and without limiting the foregoing and provided it is not materially or commercially

unreasonable, SEPI agrees that when engaging in any Work, it shall use commercially reasonable efforts to ensure there is minimal interference with the traveled portion of any Road Allowances or any pedestrian, vehicular, or other traffic thereon, or any use or operation of any ditch or drain adjacent to such public right-of-way, highway, street, or walkway. Unless otherwise agreed by the Municipality, the Road Allowances shall always be open to pedestrian, vehicular or other traffic and shall be open to the public. Without limiting the generality of the foregoing, SEPI shall be entitled to temporarily close any of the Road Allowances with the prior written consent of the Municipality Engineer, which consent shall not be unreasonably withheld, delayed or conditioned. If SEPI proposes the temporary closure of a Road Allowance, it shall also provide written notice to the Appropriate Emergency Service Providers, school boards and immediately affected landowners with entrances to the closed portion of the Road Allowance.

10. The Municipality reserves its right to enter upon and use the Road Allowances without notice to SEPI for its own purposes and to grant and transfer rights to third parties to enter upon and use the Road Allowances to construct, operate, maintain, alter, repair or relate infrastructure, and to modify the Road Allowances, provided such entry, use, grant or transfer by the Municipality does not adversely affect the Electrical Infrastructure, the Work, the Wind Project or the exercise of SEPI's rights under this Agreement.

Title

11. The Municipality represents that:
 - (a) it has legal and beneficial title to the Road Allowances;
 - (b) it has obtained the full and unconditional due authorization for execution and delivery of this Agreement by all required resolutions and other required municipal approvals;
 - (c) it shall defend its title to the Road Allowances against any person or entity claiming any interest adverse to the Municipality in the Road Allowances during the Term of this Agreement, save and except where such adverse interest arises as a result of the gross negligence or willful misconduct of SEPI or any person for which they are responsible at law;
 - (d) the Permits are the only permits, approvals, consents or authority within the jurisdiction of the Municipality required in connection with the Work and the fees as set forth in attached hereto are the only fees payable by SEPI in connection with the Permits; and
 - (e) the execution and delivery of this Agreement by the Municipality will not result in a breach of any other agreement to which the Municipality is a party and no rights, interests or privileges have been granted in respect of the Road Allowances by the Municipality which will or could adversely affect the rights, interests or privileges granted to SEPI hereunder.

Electrical Infrastructure at Expense of SEPI

12. Notwithstanding and without limiting any other term hereof, SEPI agrees and undertakes that all Electrical Infrastructure over, along, across, within or under the Road Allowances will be placed, installed, constructed, re-constructed, inspected, maintained, operated, altered, enlarged,

repaired, replaced, relocated and removed at its own expense and in accordance with good engineering practices, and in compliance with Approved Road Use Plans, this Agreement and Applicable Law.

C. ADDITIONAL TERMS AND CONDITIONS RE EASEMENT RIGHTS

Road Closure

13. The Municipality agrees, in the event of closing of any Road Allowances, to give SEPI:
- (a) Notice 90 days in advance of such closing and to provide SEPI with a further easement over that part of the closed Road Allowances sufficient to allow SEPI to preserve any part of the Electrical Infrastructure in its then existing location, and to enter upon the closed Road Allowances to deliver, construct, install, maintain and repair such part of the Wind Project.
 - (b) Reasonable notice in advance of closing due to an emergency and to provide SEPI with a further easement over that part of the closed Road Allowances sufficient to allow SEPI to preserve any part of the Electrical Infrastructure in its then existing location, and to enter upon the closed Road Allowances to maintain and repair such part of the Electrical Infrastructure.

Traffic Effects

14. Notwithstanding and without limiting any other term hereof, the Parties acknowledge that the Work from time to time may require the temporary modification of traffic patterns or the imposition of temporary restrictions on public access to or use of the Road Allowances ("**Traffic Effects**"). In the event that SEPI determine that Traffic Effects are required, SEPI agrees to:
- (a) give five (5) business days' notice of anticipated Traffic Effects to the Municipal Engineer and affected residents and to coordinate with the Municipal Engineer and the Appropriate Emergency Service Providers, school boards and immediately affected landowners with entrances to the closed portion of the Road Allowance to minimize and mitigate any adverse impacts of the Traffic Effects and to ensure public safety in accordance with the Traffic Management Plan in **Schedule "E"**; and
 - (b) use reasonable efforts to maintain adequate public access to and use of the Road Allowances while Traffic Effects are in progress and to remove the Traffic Effects as soon as reasonably possible when the Traffic Effects are no longer necessary.

Restoration

15. SEPI further agrees that in the event that it becomes necessary to break, remove, or otherwise pierce the existing surface of any of the Road Allowances or any other municipal lands to undertake any placing, installing, constructing, re-constructing, inspecting, maintaining, operating, altering, enlarging, repairing, replacing, relocating and removing Electrical Infrastructure or to undertake any Work over, along, across, within or under the Road Allowances, SEPI in all cases will repair, reinstate and restore such surface at its own expense

to the same or better condition which existed prior to the performing of the Work. SEPI also agrees that, except in those cases where breaking, removing or otherwise piercing the untraveled portion of the Road Allowance forms part of the Work, it shall thereafter, for a period of twelve (12) months following the Commercial Operation Date (the "**Interim Period**"), monitor that portion of such restored Road Allowances, at the sole expense of SEPI, and repair any settling thereof directly caused by the placing, installing, constructing, re-constructing, inspecting, maintaining, operating, altering, enlarging, repairing, replacing, relocating and removing Electrical Infrastructure or any of the Work performed over, along, across, within or under the Road Allowances to the satisfaction of the Municipal Engineer, acting reasonably.

Repairs

16. SEPI shall be liable for any and all Repairs required to be performed on the Electrical Infrastructure or on the Road Allowances due to the existence of the Electrical Infrastructure. Any Repair work undertaken shall restore the road surface to at least the same condition it was in immediately prior to the use of the Road Allowances by SEPI. In the event the Repair work is required, SEPI agrees to provide the Municipality with at least five (5) business days' notice that the Repair Work will occur if such Repair Work:
 - (a) will have or is likely to have Traffic Effects;
 - (b) will involve or is likely to involve Tree Work;
 - (c) could present a danger to public health and safety; or
 - (d) is located in Entrances.
17. Subject to the provisions of this Agreement and provided that Repair Work on Electrical Infrastructure complies with this Agreement, SEPI shall be entitled to conduct Repair Work on Electrical Infrastructure without prior approval of the Municipal Engineer.

Emergency

18. Notwithstanding any other provision of this Agreement, in the event of any emergency involving the Electrical Infrastructure, SEPI shall notify the Appropriate Emergency Service Providers immediately upon becoming aware of the situation and shall do all that is necessary and desirable to control the emergency, including such work in and to the Electrical Infrastructure or the Road Allowances as may be required for the purpose. If after reasonable and unsuccessful efforts to communicate with the Municipality and in the event the emergency, at SEPI's sole determination, SEPI requires immediate access to Electrical Infrastructure, SEPI may enter upon the subject Road Allowances and/or municipal lands without prior notice to the Municipality in order to gain access to such Electrical Infrastructure in order to address such emergency and, in so doing, shall undertake to rectify the Electrical Infrastructure to the standards and as are otherwise required by the terms of this Agreement and to thereafter provide written notification and details and specification of such Repair Work to the Municipality on the next Business Day and to thereafter file amended Plans and drawings detailing such repairs as is otherwise required by this Agreement. Without limiting the foregoing, subject to resolving to the emergency, SEPI agrees that all work completed under this subsection shall maintain the same location of the Electrical Infrastructure as previously approved by the Municipality.
19. SEPI shall be responsible for all costs associated with such emergencies. The Parties hereby agree to cooperate with each other and with the Appropriate Emergency Service Providers and

Hydro One Networks Inc. to develop and adopt protocols applicable in the event of an emergency involving the Electrical Infrastructure. In the event of an emergency Suncor will endeavor to ensure all employees, agents or contractors do not impede emergency vehicles on the Road Allowances. Suncor will inform contractors of this requirement prior to construction.

Upgrades Required

20. In the event that the standard, condition or maintenance of any of the Road Allowances is not sufficient to permit SEPI to carry out its desired operations, SEPI shall be solely responsible for carrying out any work or maintenance required to upgrade the Road Allowances, at its own expense. The approval of such upgrade shall be obtained from the Municipal Engineer which shall not be unreasonably withheld, delayed or conditioned.

Locating Infrastructure:

21. SEPI agrees at its sole expense to:
 - (a) mark the location of Electrical Infrastructure installed by SEPI within the Road Allowances with appropriate markings;
 - (b) participate in the "Ontario One Call" system to facilitate ongoing notice to the public of the location of the Electrical Infrastructure; and
 - (c) upon written request of the Municipality, SEPI shall properly and accurately identify the location of any Electrical Infrastructure within the Municipality, and provide such reports to identify the depth of the relevant portion of the Electrical Infrastructure, such request to be made in writing to SEPI with advance notice of twenty (20) days prior to the Municipality or a third party commencing work that may conflict with the Electrical Infrastructure.

Relocation of Installed Infrastructure

Upon Election of SEPI

22. In the event that SEPI wishes to relocate Electrical Infrastructure which has been previously installed in accordance with this Agreement at 100% its own expense, SEPI shall notify the Municipality of such request, in writing, and such request will thereafter be considered and administered by the Municipality acting reasonably and with diligence giving due consideration to the scope of the works already undertaken by SEPI on the Road Allowances, provided that, in considering and administering such request the Municipality shall be entitled to take into consideration any specific municipal or engineering interests affected by such relocation including any additional facilities located within the Road Allowances. SEPI shall obtain all Permits and/or approvals from the Municipality which are required for any such relocation. Notwithstanding the foregoing, the Municipality shall not be permitted to unreasonably withhold, delay or condition its approval for such request.

Required by the Municipality

23. In the event that the Municipality, in conjunction with an approved municipal plan, and acting reasonably, deems it necessary for the location of the Electrical Infrastructure or Entrances (hereafter, a "**General Relocation**") to be taken up, removed, or modified within the Road Allowance, the General Relocation and any related installation work shall be conducted at the expense of SEPI within a reasonable period of time and subject to Force

Majeure. If such General Relocation is required by the Municipality, costs shall be split between the parties as set out below:

- (a) Within five (5) years of the Effective Date then SEPI shall have the right to invoice the Municipality for 100% of the costs resulting from the General Relocation;
 - (b) After the 5th anniversary and before the 10th anniversary then Suncor shall have the right to invoice the Municipality for 75% of the costs resulting from the General Relocation;
 - (c) After the 10th anniversary and before the 15th anniversary then Suncor shall have the right to invoice the Municipality for 50% of the costs resulting from the General Relocation;
 - (d) After the 15th anniversary and before the 20th anniversary then Suncor shall have the right to invoice the Municipality for 25% of the costs resulting from the General Relocation; and
 - (e) After the 20th anniversary then Suncor shall have the right to invoice the Municipality for 0% of the costs resulting from the General Relocation.
24. Without limiting and in addition to Section 23, in the event SEPI determines that leave to construct or amendment thereto or any other approval is required from a Public Authority, or any successor thereof, with respect to the proposed General Relocation or related installation work, then the Municipality shall provide such reasonable period of time as is necessary for SEPI to obtain such leave to construct, amendment or other approval before closing or disposing of the Road Allowance, if applicable; provided, however, in the event that any Public Authority's approval is not provided to SEPI, both SEPI and the Municipality shall be bound to comply with the determination of the Public Authority and shall modify or discontinue the relocation of the Electrical Infrastructure or Entrances as necessary.

Required by Legislation or Lawful Order

25. In the event that a General Relocation is required as a result of the Municipality's compliance with a legislative requirement, Ministerial order or such other law or order of a body which has the ability to force the Municipality to act then the costs of the General Relocation and/or related installation work associated with the installed Electrical Infrastructure shall be performed by SEPI at 100% its cost.

By Third Party

26. Where the General Relocation under Section 24 is required due to the Municipality accommodating a third party (hereinafter "Third Party Work"), the required General Relocation or related installation work shall be conducted by SEPI in accordance with the terms of this Agreement respecting installation, and the full cost of the amendment or General Relocation shall be borne solely by the third party and paid in advance. The Municipality agrees to provide SEPI with ninety (90) days' notice of the need for any such Third Party Work and to require that the relevant third party or parties bear the full cost of such Third Party Work and indemnify SEPI against all claims and liabilities arising from the amendment or General Relocation as a condition precedent to any such amendment or General Relocation.

Temporary Reconstruction or Realignment of Road Allowances

27. SEPI shall install and remove all temporary infrastructure/modifications at their own expense to the satisfaction of the Municipal Engineer and in accordance with this agreement. SEPI shall,

upon reasonable prior notice to the Municipality, have the right to:

- (a) temporarily reconstruct or realign certain portions of the Road Allowances in order to permit the delivery or movement of oversized Wind Project components, including wind turbine blades, tower sections and nacelles; and
- (b) connect access roads located on private land and running from the Wind Project turbines to the Road Allowances to permit ongoing access to such wind turbines during the period of commercial operation of the Wind Project.

D. MAINTENANCE, SNOW CLEARANCE AND TREE WORK/REPLACEMENT

28. SEPI acknowledges that Elmsley Road north of Hubbard Line is not maintained by the Municipality for winter use due to soft surfaces and otherwise. In the event that SEPI requires the Road Allowances to be maintained for winter access, they shall undertake the necessary snow plowing on its own accord and at its expense and shall be responsible for all costs associated with the repair of any Road Allowance damaged as a result of such use by SEPI. The Municipality confirms that all other road allowances owned by the Municipality within the footprint of the Wind Project are maintained for winter use.

Tree Work

29. Notwithstanding applicable statutory rights, in the event that SEPI deems it necessary to perform any Tree Work, SEPI shall be entitled to conduct the Tree Work. In the event that trees are removed from within the Road Allowances, SEPI agrees at its sole expense, to remove the tree stump to a level below grade and to restore and remediate the surface of the Road Allowance. **[NTD: Town has expressed interest in tree replacement program which Suncor would be willing to discuss.]**

E. IMPLEMENTATION OF PLANS

30. Intentionally Deleted

Revisions Required

31. In the event that physical features of the Road Allowances or other obstacles or circumstances frustrate the ability of SEPI to complete the placement, installation, construction, re-construction, inspection, maintenance, operation, alteration, enlargement, repair, replacement, relocation and removal of Electrical Infrastructure in compliance in all material respects with the Approved Road Use Plans, SEPI agrees to revise the relevant Plans and submit such revised Plans for review by the Municipality Engineer. If revisions to the Plans are required which would impact either (i) the safety or operation of the Road Allowances or (ii) other existing Road Allowance users, in accordance with engineering and industry standards (such revisions being a **“Material Change”**), subject to Section 60 of this Agreement, the Municipality agrees to expedite in the instance of a revision of Plans submitted and agrees not to unreasonably condition, delay or withhold approval of revised Plans.

Adherence to Approved Road Use Plans

32. SEPI further agrees to commence, perform and complete the placement, installation, construction, re-construction, inspection, maintenance, operation, alteration, enlarging, repairing, replacing, relocating and removing Electrical Infrastructure in compliance with the Approved Road Use Plans, provided there is no material impact on (i) the safety or operation of the Road Allowances

or (ii) other existing Road Allowance users, in accordance with current engineering and industry standards or unless otherwise approved by the Municipal Engineer, acting reasonably.

Filing of As-Built Plan Following Installation etc.

33. Following the completed placement, installation, construction, re-construction, inspection, maintenance, operation, alteration, enlarging, repairing, replacing, relocating and removing Electrical Infrastructure and within one hundred eighty (180) days after the Commercial Operation Date, SEPI agrees to conduct the necessary investigation necessary to produce and file with the Municipal Engineer an As-Built Plan together with a final electronic copy (CD ROM or DVD) prepared in an AUTOCAD, CAD or GIS environment of the As-Built Plan, showing the exact location and specifications of any Electrical Infrastructure installed over, along, across, under or within the Road Allowances and any Entrances. The Parties agree that the Municipality shall not release of any deposits or securities held until the As-Built Plan is filed.

Post-Installation Report and Required Repairs

34. Following the Municipal Engineer's receipt of notice from SEPI confirming that installation of the placement, installation, construction, re-construction, inspection, maintenance, operation, alteration, enlarging, repairing, replacing, relocating and removing Electrical Infrastructure over, along, across, within or under the Road Allowances is complete (the "**Completion Notice**"), the Consulting Engineer shall conduct a further inspection and provide a post-installation report (the "**Post-Installation Report**"), which includes the following:
- (a) identification of the Road Allowances which in the opinion of the Consulting Engineer, have been damaged or destroyed by SEPI and its employees, agents or contractors during the placement, installation, construction, re-construction, inspection, maintenance, operation, alteration, enlarging, repairing, replacing, relocating and removing Electrical Infrastructure over, along, across, within or under the Road Allowances, hauling, or establishing of Entrances; and
 - (b) identification of the repairs, replacements or remedial work necessary to repair the damaged Road Allowances.

The Consulting Engineer's inspection, for the purposes of producing the Post-Installation Report shall be completed no later than twenty (20) business days following receipt by the Municipality of the Completion Notice. Upon receipt of notice to Suncor within five (5) business days of the Completion Notice, the Municipal Engineer has the right to participate in the inspection of the road allowances. The Consulting Engineer shall prepare a draft Post-Installation Report for review and approval by the Municipality Engineer, acting reasonably. SEPI agree to repair any and all damage to the Road Allowances directly caused by the Work in accordance with the Post-Installation Report (hereinafter referred to as the "**Required Repairs**"). In the event SEPI fails to complete the Required Repairs in a manner and within a timeframe acceptable to the Municipal Engineer acting reasonably, the Municipality may do so at the sole expense of SEPI.

Final Condition Report and Final Repairs

35. Following the expiry of the Interim Period, the Municipal Engineer shall forthwith conduct an inspection of the Road Allowances to either (i) confirm its satisfaction that all restoration work has been completed and that the Road Allowances are in the same or better condition which existed prior to the performing of the Work; or (ii) identify those Road

Allowances which are not in the same or better condition which existed prior to the performing of the Work and indentify the repair, replacement or remedial work required to repair the Road Allowances to the same condition which existed prior to the performing of the Work (the “**Final Condition Report**”). The Municipal Engineer’s inspection for the purposes of producing the Final Condition Report shall be completed no later than ten (10) Business Days following the expiry of the Interim Period and the Final Condition Report shall be delivered to SEPI not later than ten (10) business days following the date of inspection aforesaid. SEPI agrees to repair any damage to the Road Allowances identified in the Final Condition Report (the “**Final Repairs**”) within a reasonable period of time. In the event SEPI fails to complete the Final Repairs in a manner and within a timeframe acceptable to the Municipality Engineer acting reasonably, the Municipality may do so at the sole expense of SEPI.

F. COMPENSATION

For Use of Road Allowances

36. To offset the administrative expenses incurred by the Municipality as a result of the use of its Road Allowances and to further secure covenants of SEPI as set out in this Agreement, SEPI agrees to pay to the Municipality,
- (a) An initial payment of fifteen thousand dollars (\$15,000.00) within thirty (30) days of the Effective Date of this Agreement, which shall inter alia, fully compensate the Municipality for all reasonable out of pocket costs incurred in connection with the preparation and implementation of this Agreement including reasonable legal, engineering and inspection costs;
 - (b) An annual fee (the “**Distribution Fee**”) in the amount of:
 - (i) one thousand (\$1,000.00) dollars per road crossing of Distribution Infrastructure; plus
 - (ii) one thousand five hundred dollars (\$1500.00) per kilometer of Distribution Infrastructure located on Road Allowances owned by the Municipality
- The Distribution Fee shall be payable within thirty (30) days following the Effective Date and thereafter once every five (5) years, on the fifth (5th) anniversary of the Effective Date. The Distribution Fee may be amended by the Municipality, from time to time, in accordance with amendments to Municipal by-laws, provided the Distribution Fee charged to SEPI shall be consistent, in all respects with other such fees charged by the Municipality to similar Road Allowance users. For the purposes of this Agreement, the Parties estimate that SEPI will have approximately thirteen (13) Distribution Infrastructure crossings, and approximately eighteen (18) kilometers of Distribution Infrastructure buried in Road Allowances owned by the Municipality, respectively. Based on these estimates, the Distribution Fee is forty thousand (\$40,000.00) dollars.
- (c) The appropriate permit fees, which fees are shown in the Permits and Fees Document (**Schedule "D"**) with respect to those permits SEPI requires in order to engage in desired actions while using the rights identified in this Agreement.
37. All overdue payments payable by SEPI to the Municipality under the terms of this Agreement shall bear interest at the rate of ten (10%) per cent per annum.

First Security Deposit

38. Prior to the commencement of the Work, SEPI shall deposit with the Municipality an irrevocable standby letter of credit or surety bond in a form satisfactory to the Municipality and from a financial institution satisfactory to the Municipality, acting reasonably (the "**First LC**") in the amount of five hundred thousand (\$500,000 [NTD Town requested \$750K]) dollars, which shall secure the obligations of SEPI pursuant to this Agreement during the initial placement, installation and construction of the Electrical Infrastructure over, along, across, within or under the Road Allowances. SEPI acknowledges and agrees that the Municipality shall be entitled to draw on and use the proceeds from the First LC to complete the Required Repairs if SEPI fails to do so in accordance with Section 34 of this Agreement.

Second Security Deposit

39. Following the completion of any Required Repairs to the satisfaction of the Municipality acting reasonably, the Municipality shall notify SEPI of their approval of the repairs. SEPI shall amend the First LC in a form satisfactory to the Municipality, acting reasonably (the "**Second LC**") in the amount of two hundred and fifty thousand (\$250,000) dollars, which shall secure the obligations of SEPI with respect to Section 35. SEPI acknowledges and agrees that the Municipality shall be entitled to draw on and use the proceeds of the Second LC to complete the Final Repairs in the event SEPI fails to do so within a reasonable period of time, in accordance with Section 35 of this Agreement. The Municipality shall return the Second LC to SEPI within five (5) Business Days following the earlier of, (i) the date on which SEPI notifies the Municipality that the Final Repairs required to be performed by SEPI pursuant to Section 35 have been satisfactorily completed in the opinion of the Municipal Engineer, acting reasonably; and (ii) the date which is ninety (90) days following the date of the Final Condition Report.

G. LIABILITY

Risk with SEPI

40. SEPI hereby acknowledges that the placement, installation, construction, re-construction, inspection, maintenance, operation, alteration, enlarging, repair, replacement, relocation and/or removal of any Electrical Infrastructure by SEPI in accordance with the Easement Rights granted hereunder is performed entirely at the risk of SEPI and that the Municipality shall in no way or under any circumstances will be responsible or liable to SEPI or its contractors, agents, or customers for any damage or losses in consequence thereof, unless due to the negligent or intentional acts of the Municipality or those for whom it is at law responsible.

Indemnification

41. SEPI will indemnify and hold harmless the Municipality, its Mayor, Councillors, officers, employees, legal counsel, agents and contractors from and against any and all claims, suits, demands, liabilities, losses, costs, damages, and other expenses of every kind that the Municipality may incur or suffer as a direct consequence of the Easement Rights granted hereunder, except where such claims, suits, demands, liabilities, losses, costs, damages, and other expenses result from the negligence or intentional acts of the Municipality, its Mayor, Councillors, officers, employees, legal counsel, agents or contractors.

No Joint Venture, Partnership or Co-ownership

42. The Parties hereby acknowledge and agree that this Agreement is solely a road use agreement and that no relationship is formed between the Parties in the nature of a joint venture, partnership co-ownership arrangement or other similar relationship.

H. ABANDONMENT AND DECOMMISSIONING OF ELECTRICAL INFRASTRUCTURE

Notice of Abandonment

43. During the Term of this Agreement, SEPI may elect to permanently discontinue the use of (hereinafter, “**Abandon**”) any part of the Electrical Infrastructure in which event SEPI shall provide written notice specifying the part of the Electrical Infrastructure to be abandoned and the date when the abandonment will occur.

Removal

44. If SEPI Abandons any part or all of the Electrical Infrastructure, it shall decommission and remove in accordance with the Wind Project's decommissioning plan and the Ministry of Environment (“**MOE**”) requirements in SEPI's Renewable Energy Approval (“**REA**”). Should SEPI fail to decommission and remove the infrastructure as set out above, the Municipality may, to the extent permitted by Applicable Law, retain necessary personnel to remove the infrastructure and SEPI shall compensate the Municipality for 100% of its cost to decommission and remove the infrastructure. This provision shall survive the termination of this Agreement.

I. DEFAULT

Breach

45. Subject to the rights granted to any Secured Parties hereunder or by the Municipality, in the event that a Party commits a material breach of or omits to comply with any of the provisions of this Agreement (the “**Defaulting Party**”) which continues for at least sixty (60) days after written notification of such default is provided to the Defaulting Party, the other Party (the “**Complainant**”) shall have the right to terminate this Agreement. However, if the Defaulting Party shall have remedied the breach or shall have commenced to remedy the breach and has diligently pursued the remedying thereof within the sixty (60) days after the initial written notification of default, the Defaulting Party shall be allowed not less than one hundred and fifty (150) days after the expiry of the original notice period to remedy the breach, or such longer period of time as is reasonable in the circumstances. In the event of default by SEPI and without such default being rectified within the time period referred to in this section, the Municipality shall have the right to terminate this Agreement.
46. Intentionally Deleted.

Force Majeure

47. Whenever, and to the extent that a Party will be unable to fulfill or will be delayed or restricted in the fulfillment of any obligations under any provision of this Agreement by reason of:
- (a) strikes;
 - (b) lock-outs;
 - (c) war acts of military authority;
 - (d) rebellion or civil unrest;

- (e) material or labour shortage not within the control of the affected Party;
- (f) fire or explosion;
- (g) inclement weather, flood, wind, water, earthquake, or other casualty;
- (h) changes in Applicable Law not wholly or mainly within the control of the affected Party, including the revocation by any Public Authority of any permit, privilege, right, approval, license or similar permission granted to SEPI or the Wind Project;
- (i) any event or matter not wholly or mainly within the control of the affected Party (other than lack of funds or any financial condition of the parties hereto); or,
- (j) acts of God,

(in each case a “**Force Majeure**”) not caused by the default or act of or omission by that Party and not avoidable by the exercise or reasonable effort or foresight by it, then, so long as any such impediment exists, that Party will be relieved from the fulfillment of such obligation and the other Party will not be entitled to compensation for any damage, inconvenience, nuisance or discomfort thereby occasioned. The Party relying on Force Majeure will be required and is entitled to perform such obligation within a period of time immediately following the discontinuance of such impediment that is equal to the period of time that such impediment existed. A Party shall promptly notify the other Party of the occurrence of any Force Majeure, which might prevent or delay, that doing or performance of acts or things required to be done or performed.

J. MISCELLANEOUS

Assignment

48. Neither Party may assign this Agreement without the written consent of the other. No consent shall be required for a Party to assign this Agreement to: i) a successor corporation; or ii) to an Affiliate.

Dispute Resolution

49. In the event that either Party provides the other Party with written notice of dispute regarding the interpretation or implementation of this Agreement (a “**Dispute**”) then both Parties shall use their best efforts to settle the Dispute by consulting and negotiating with each other in good faith to reach a solution satisfactory to both Parties. However, if the Parties do not resolve the Dispute within thirty (30) days following receipt of such notice, then either Party may provide written notice to the other Party (the “**Arbitration Notice**”) requiring resolution by arbitration or thereafter the Dispute shall be referred to arbitration in accordance with the provisions of the Arbitration Act, 1991.
50. The Parties agree to the following with respect to any arbitration between the Parties:
- (a) the arbitration tribunal shall consist of an arbitrator appointed by mutual agreement of the Parties or, if the Parties fail to agree on an arbitrator within ten (10) days after receipt of the Arbitration Notice then either Party may apply to a judge of the Ontario Superior Court of Justice to appoint an arbitrator;
 - (b) The arbitrator shall be qualified by education and training to be able to decide upon the matter to be decided;

- (c) The arbitration shall be conducted in English;
- (d) The arbitration shall take place in the geographic boundary of the County of Lambton or another place mutually agreed upon by the Parties;
- (e) The arbitration award shall be given in writing and shall address the question of costs of the arbitration and all related matters;
- (f) The arbitration award shall be final and binding on the Parties as to all questions of fact and shall be subject to appeal only with respect to matters of law or jurisdiction.

51. The Parties agree that except to the extent that a matter is specifically the subject of a Dispute, both Parties shall continue to observe and perform the terms and conditions of this Agreement pending the resolution of a Dispute.

Termination by SEPI

52. SEPI may upon six (6) months' notice in writing, terminate this Agreement. Once the notice has been provided, SEPI shall be liable to the Municipality for the provisions of this Agreement to the date of termination. Following the termination date, SEPI will only be liable for those obligations contained in Section 15, 16, 34, 35, 38, 39, 40, 41, and 44, all of which shall survive such termination.

Further Assurances

53. Each of the Parties covenant and agrees with the other that it will at all times hereafter execute and deliver, at the request of the other, all such further documents, agreements, deeds and instruments, and will do and perform all such acts as may be necessary to give full effect to the intent and meaning of this Agreement.

Notices

54. the parties hereto agree as follows:

Any written notice provided for and contemplated by this Agreement will be delivered to the parties by hand or registered mail at the following addresses:

To the Municipality: The Corporation of the Municipality of Plympton-Wyoming
 Attention: Municipal Clerk
 546 Niagara St., Box 250
 Wyoming, ON, N0N 1T0, Canada

To SEPI: Suncor Energy Products Inc.
 Attention: Director Renewable Energy
 150 6th Avenue SW, Box 2844
 Calgary, AB, T2P 3E3, Canada
 Phone: (403) 296-8000

With a copy to: Suncor Energy Products Inc.
 Attention: General Counsel
 150 6th Avenue SW, Box 2844

Every such notice shall be deemed to have been received if personally delivered at the time of such delivery and if sent by prepaid registered mail, at the end of five (5) Business Days after the mailing thereof.

Governing Law

55. This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of Ontario and the laws of Canada applicable in Ontario.

Counterparts

56. This Agreement may be executed by facsimile or PDF transmission and in one or more counterparts, all of which shall be considered one and the same Agreement.

Binding Covenant

57. This Agreement and the rights granted hereunder are and shall be of the same force and effect, to all intents and purposes, as a covenant running with the Road Allowances. The provisions of this Agreement, including all of the covenants and conditions herein shall extend, be binding upon and enure to the benefit of the Municipality, SEPI and their respective successors and permitted assigns as the case may be.

Severability

58. The invalidity or unenforceability of any provision of covenant contained in this Agreement shall affect the validity or enforceability of such provision or covenant only and any such invalid provision or covenant shall be deemed to be severable from the balance of this Agreement, which shall be enforced to the greatest extent permitted by law.

Amendments to the Agreement

59. No supplement, modification, amendment, or waiver of this Agreement shall be binding unless executed in writing by the Parties.

Amendments to the Approved Road Use Plan

60. Any Material Change to the Approved Road Use Plans must be submitted to the Municipal Engineer for their approval, who will not unreasonably withhold such approval. The Parties agree that once approved, the amended Approved Road Use Plans shall substitute for, and replace the attached **Schedule "B"** as part of this Agreement.

Waiver

61. No supplement, modification, amendment, or waiver of this Agreement shall be binding unless executed in writing by the Parties.

Foreign Corrupt Practices Act and Anti-Bribery Indemnity

62. Notwithstanding anything to the contrary herein, the Municipality, in its administration of this

Agreement, shall refrain from offering, giving or promising, directly or indirectly, money or anything of value to a Canadian or foreign governmental official to influence the official in his or her official capacity, induce the official to do or omit to do an act in violation of his or her lawful duty, or to secure any improper advantage in order to assist in obtaining or retaining business for or with, or directing business to, any person. For the purposes of this Section, **"anything of value"** includes, but is not limited to, cash or a cash equivalent, discounts, gifts, use of materials, facilities or equipment, entertainment, drinks, meals, transportation, lodging, insurance benefits, or promise of future employment. **"governmental official"** shall mean any person holding any level of legislative, administrative, or judicial office of the Canadian or a foreign government or any of its departments or agencies or divisions; any person acting on behalf of the Canadian or a foreign government, including a local or provincial agency, enterprise, or organization; any official or agent of a Canadian or a foreign public administration or publicly funded organization; any official of a Canadian or a foreign political party; any officer or agent of a public international organization (e.g., World Bank, International Monetary Fund, World Health Organization, United Nations, World Trade Organization); or any relatives or close family/household members of any of those listed above. The Municipality shall indemnify and hold harmless SEPI from all claims brought against SEPI as a result of the Municipality or its representatives' failure to comply with Anti-Bribery Law. The Municipality shall immediately report any breach of Anti-Bribery Law by the Municipality or its representatives. The Municipality shall indemnify and hold harmless SEPI from all claims brought against SEPI as a result of the Municipality or its representatives' failure to comply with Anti-Bribery Law. The Municipality shall immediately report any breach of Anti-Bribery Law by the Municipality or its representatives'. SEPI shall have the right to audit the Municipality's books and records with respect to payments made on behalf of SEPI in the event that SEPI believes that the Municipality has violated this Section 66. SEPI shall have the right to immediately terminate all payments to the Municipality under this Agreement if the Municipality fails to comply with this Section 66.

IN WITNESS WHEREOF the parties hereto affix their hands and seal or corporate seals, attested to by the hand of their authorized officers, as the case may be, at _____, this ___ day of _____, 2015 to be effective as of the date first written above.

SIGNED, SEALED AND DELIVERED in the presence of

THE CORPORATION OF THE MUNICIPALITY OF PLYMPTON-WYOMING

Mayor

Chief Administrative Officer

We have the authority to bind the Corporation

SIGNED, SEALED AND DELIVERED in the presence of

SUNCOR ENERGY PRODUCTS INC.

Per:
Title:

I have the authority to bind the Corporation

SCHEDULE "A"

SEPI Asset Document

Suncor Energy Products Inc. ("SEPI") is the project entity for the Cedar Point Wind Power Project ("Cedar Point Wind Power Project") a portion of which is located in the Town of Plympton-Wyoming, Ontario. SEPI is the owner of a Feed In Tariff Contract with reference number FIT-002175-WIN-601-160 (FIT Contract).

SEPI will own all the turbines and infrastructure for the Cedar Point Wind Power Project. SEPI will also have an interest in portions of the transmission lines and facilities supporting the Cedar Point Wind Power Project. The estimated value of the assets of the Cedar Point Wind Power Project, as of the commercial operation date, will be \$_____.

CONFIDENTIAL

SCHEDULE "B"

Approved Road Use Plans

Schedule B1

Overall Project Map

Schedule B2

Distribution Infrastructure Plan & Profile

Schedule B3

Distribution Infrastructure Trench & Directional Drill Details

Schedule B4

Typical Directional Drill Scenarios

SEPI B5

Distribution Infrastructure Construction Methods

Description of Collection Cable Installation

In general, wind farm collection power cable will be direct-buried in an open-cut trench at a typical depth below grade of 1 meter in accordance with governing codes and standards. A fiber optic cable for wind farm communication and control will normally be co-located with the power cables. Each excavated trench will be backfilled with compacted native and/or imported material to original grade. Typical equipment for this activity consists of trenchers, backhoes, skid-steer loaders, compactors, utility trucks, and cable reel deployment rigs.

At times, it may be necessary to install power and fiber cables using directional drilling. In these instances, the power and fiber cables will be inside a polyethylene casing.

Schedule B6

Temporary Intersection Improvements

Schedule B7

Turbine Access Road Entrances

Schedule B8

Haul Routes

SCHEDULE "C"

Appropriate Emergency Service Providers

Contact Information:

Ambulance Station

Plympton-Wyoming-London Emergency Medical Services Authority at 519-679-5466

Fire Stations

Camlachie Fire Department

Camlachie Fire Hall
6715 Camlachie Rd,
Plympton, ON N0N 1E0

Fire Chief: Scott Jordan

SCHEDULE "D"

Permits and Fees

[NTD: List all permits needed, application requirements and fees associated with granting of such permits]

SCHEDULE "D"

Permits and Fees

**All references to legislation, by-laws and fees in this Schedule shall be interpreted as references to those by-laws and fees as they may be amended, superseded or replaced from time to time*

<u>By-Law Reference</u>	<u>Permit Required with Appropriate Application</u>	<u>Cost</u>
By-law #46 of 2014: Construction, Demolition and Change of Use Permits and Inspection	Building Permit Application	\$1400 fee per WTG

SCHEDULE "E"

Traffic Management Plan

APPENDIX B

From: Kozak, Mark
Sent: Wednesday, November 12, 2014 10:25 PM
To: Scott, Christopher A
Cc: Cedar Point Questions
Subject: PW RUA Meeting Minutes

Meeting on October 23, 2014 with Kyle Pratt and David Fielding

Intersection Improvements and Plan/Profile Review

- Check with AMEC if the ROW lines on the drawings are property lines? If not, replace and show property lines.
- PW to have a discussion with the County regarding ownership boundaries of the road intersections.
- Edit areas of the drawings showing gravel in a colour.
- Suncor is willing to discuss a tree replacement program for removal of trees within the ROW for intersection improvements/cable installation.
- Signage of buried infrastructure can be addressed at the request of the Township, however Lambton County has concerns over signage in the ROW due to safety concerns.

Haul Routes

- Douglas Line – concern is not turbine transport but the gravel/heavy load trucks. We noted that not using Douglas Line for transport creates additional intersection improvements.
- The highlighted map indicates preferred route for gravel/heavy load trucks. Not concerned with the existing route for turbine transport as these are not the heavy loads which can cause road damage.
- Requested that we colour coordinate routes for different vehicle types on the haul route drawing.

RUA

- See attached scans for specific comments
- Requested that page #'s be inserted.
- Suncor to send a copy of a Municipal Cost Agreement.
- Town wants a 3rd party review of the road conditions in addition to the proposed video recording. Wants this completed prior to commencement of work and at the completion of Project construction. Due to the complexity of this request, Town to provide a description of the scope of work for the road condition report.
- General road maintenance – this includes mud removal during construction and safe keeping of the roads. Text is required to be added to the RUA to address this.

Mark Kozak

Renewable Energy Developer | Suncor Energy Products Inc.

647-467-8461 | makozak@suncor.com

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150 – 6th Avenue S.W., Calgary, Alberta, Canada, T2P 3E3 (siège social) / www.suncor.com

APPENDIX C



Stantec

**SUNCOR ENERGY CEDAR POINT
WIND POWER PROJECT
DECOMMISSIONING PLAN REPORT**

File No.: 160960709
April 2013

Prepared for:

Suncor Energy Products Inc.
150 6th Avenue SW
Calgary AB T2P 3E3

Prepared by:

Stantec Consulting Ltd.
Suite 1 - 70 Southgate Drive
Guelph ON N1G 4P5

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1.0 Introduction

1.1 PROJECT OVERVIEW

Suncor Energy Products Inc. (“Suncor”) is proposing to develop the Suncor Energy Cedar Point Wind Power Project (the Project) within the Town of Plympton-Wyoming, the Municipality of Lambton Shores, and Warwick Township all within Lambton County, Ontario. The proposed Project was awarded a Feed-In-Tariff (FIT) contract with the Ontario Power Authority (OPA) in July, 2011 for up to 100 MW (FIT Contract F-002175-WIN-130-601).

It is envisioned that the proposed Project will include up to 46 wind turbines. The proposed Project would also include access roads, meteorological towers (met towers), electrical collector lines, substation, and a 115 kV transmission line. A full description of Project infrastructure is provided in the **Project Description Report**.

The Project Location includes all land and buildings/structures associated with the Project and any air space in which the Project will occupy including temporary lands during construction (“constructible areas”). The current land use of the Project Location is generally agricultural.

1.2 REPORT REQUIREMENTS

The purpose of the Decommissioning Plan Report is to provide the public, Aboriginal communities, municipalities, and regulatory agencies with an understanding of the closure plan for the Project at the end of its useful life, and to describe how Suncor proposes to restore the Project Location to an acceptable condition for its intended use following Project closure.

This Decommissioning Plan Report is one component of the REA Application for the Project, and has been prepared in accordance with Item 3, Table 1 of O. Reg. 359/09 and the MOE’s *Technical Guide to Renewable Energy Approvals*. O. Reg. 359/09 sets out specific content requirements for the Decommissioning Plan Report as provided in the following table (**Table 1.1**).

Table 1.1: Decommissioning Plan Report Requirements: O. Reg. 359/09

Requirements	Completed	Section Reference
Set out a description of plans for the decommissioning of the renewable energy generation facility, including the following:		
1. Procedures for dismantling or demolishing the facility.	✓	3.3
2. Activities related to the restoration of any land and water negatively affected by the facility.	✓	3.4
3. Procedures for managing excess materials and waste.	✓	3.5

2.0 Decommissioning During Construction (Abandonment of Project)

In the unlikely event that Suncor cannot successfully complete the construction of the Project, the rights to the Project (and any associated liabilities and obligations) would be sold and the Project would be successfully constructed by the purchasing developer.

In the event that a delay occurs in the purchasing of the Project by another developer, Suncor would be responsible for interim environmental protection. In the event that the Project Location has been cleared and/or excavated in preparation for installation of project infrastructure, appropriate environmental protection measures would be implemented to prevent topsoil erosion and/or watercourse sedimentation. The extent of environmental protection measures required would be dependent on the progress made at the time of Project abandonment and would be determined through site investigations by qualified specialists. Possible measures would include, as appropriate, erosion and sediment control fencing, dust control measures, filling excavated areas, replacement of topsoil and/or reseeded and re-vegetation.

In the event that the Project is not purchased by another developer, Suncor will be responsible for decommissioning of the Project. In such a case the decommissioning process to be followed and the mitigation measures to be implemented will be the same as those detailed in **Section 3.0** for decommissioning after ceasing operation of the Project.

3.0 Decommissioning of Facility after Ceasing Operation

Project components are expected to be in service for the term of the 20 year Ontario Power Authority Feed-In Tariff contract. Following the term of the contract, a decision would be made to extend the life of the facility or to decommission. Decommissioning would entail removal of facility components and restoring the land to an acceptable condition for its intended use. The costs for removal of Project infrastructure will be the responsibility of the owner of the Project.

3.1 GENERAL ENVIRONMENTAL PROTECTION DURING DECOMMISSIONING

During decommissioning and restoration activities, general environmental protection and mitigation measures would be implemented. Many activities during decommissioning would be comparable to the construction phase; including restoring constructible areas around all Project infrastructure, such as widening access roads and constructing crane pads. General mitigation measures and best management practices, including natural heritage mitigation, erosion and sediment control, air quality and noise mitigation, and contingency plans for unexpected finds and spills, are provided in the **Construction Plan Report**. All decommissioning and restoration activities will be performed according to the requirements of relevant government agencies, and will be in accordance with all relevant statutes in place at the time of decommissioning. In addition, all decommissioning activities will be restricted to the constructible areas as defined in the **Construction Plan Report** which have been previously assessed for natural heritage and archaeological/cultural heritage resources. Given that decommissioning of the Project will take place in a similar manner to the construction of the Project and that decommissioning works will be restricted to previously assessed areas, the potential effects documented within the **Construction Plan Report** could be considered similar to the potential effects associated with decommissioning.

Where complete removal of Project infrastructure is not proposed, partial removal will minimize the potential effects associated with complete removal which would exceed the potential effects (e.g., erosion, sedimentation, noise, and ground and vegetation disturbance) of leaving the buried infrastructure in place. In addition, partial removal of infrastructure to a depth of approximately 1 m below grade, which is the current standard management approach, will permit the intended future use of the site (agricultural). Further, the Project components remaining in the subsurface, these would be inert and would not pose a risk to the surrounding environment.

3.2 PRE-DISMANTLING ACTIVITIES

At the end of the Project's useful life, it will first be de-energized and isolated from all external electrical lines.

Prior to any dismantling or removal of equipment, staging areas would be delineated at each turbine site and at the substation property. All decommissioning activities would be conducted within designated areas; this includes ensuring that vehicles and personnel stay within the demarcated areas. Crane pads would be re-installed at each turbine site as part of the pre-dismantling activities. This involves site grading and the use of geotextile with a granular surface. Following turbine removal, the crane pads would be removed and the areas restored to pre-existing conditions.

3.3 EQUIPMENT DISMANTLING AND REMOVAL

3.3.1 Staging Areas

A temporary staging area at each turbine location would be used for temporary storage of the turbine components, parking, and excavated foundation. The staging area would not exceed the 140 m x 140 m constructible area identified on the Site Plan contained in the **Project Description Report**. Portions of this area would be cleared of top soil which would be temporarily stored onsite during decommissioning activities. The area would be graded and gravelled to provide a level surface for temporary storage for turbine components as they are disassembled and loaded on transport trucks for removal from site. The staging areas would be restored to pre-existing conditions at the end of the decommissioning phase by removal of all granular material and replacement of top soil.

3.3.2 Turbines

The turbines would be disassembled into their original component parts. A heavy-lift crawler and mobile cranes would be used to carry out the reverse sequence of steps that occurred during turbine assembly (detailed in the **Construction Plan Report**).

The turbine components would be temporarily stored at the staging areas until removed from the site by truck. Transportation of the dismantled turbine components will be completed in consideration of any road user agreement the project may have entered into with the local governments. Once the components are disassembled and at ground level, the materials will be transported to various salvage facilities. Prior to salvaging material, materials will be sorted to determine which items have useful life and can be sold to other operating wind farms with the same technology. The main sources of salvage material are steel, copper, fibreglass and plastic, which may be sold to recycling facilities. All non-salvageable components will be processed and safely transported to an MOE-approved disposal facility.

SUNCOR ENERGY CEDAR POINT WIND POWER PROJECT**DECOMMISSIONING PLAN REPORT**

Decommissioning of Facility after Ceasing Operation

April 2013

3.3.3 Turbine Transformers

The small transformer associated with each turbine will be removed for resale, reuse, reconditioning, or disposal.

3.3.4 Turbine Foundations

Turbine foundations will be removed as per Suncor's lease agreement with the landowner. Concrete foundations will be removed to a minimum depth of 1 m below ground surface. Partial removal will enable natural area restoration and normal agricultural practices to be conducted over the foundation areas. The concrete would be removed from the site by dump truck. A permit will be required if blasting is to be used to facilitate the removal of the foundation.

3.3.5 Crane pads

Crane pads built for turbine disassembly will be decommissioned, including the geotextile material beneath the pads and granular material. All granular and geotextile materials would be removed from the site by dump truck.

3.3.6 Electrical Infrastructure**Electrical Collector Lines and Transmission Line**

Underground lines on leased property may remain in place, with both ends that come to the surface excavated to approximately 1 m below grade, in consultation with the landowner and in accordance with the land lease agreements. Should collector lines be removed via excavation, top soils would be segregated, the cable would be removed and subsoil and topsoil replaced. Damage to drainage tiles during the excavation process would be recorded and fixed by an approved drainage contractor. Overhead power lines may be sold to a licenced transmitter for the use of distributing of power to customers. In the event they are not sold, they would be removed and recycled. Collector lines installed in the road allowances would be removed, if required by the agreements with the Municipalities and County.

Substation and Operation and Maintenance Facility

The substation and operations and maintenance facility would be dismantled as agreed to, or as necessary, in accordance with the land lease agreement. The transformers, fencing, switchgear, and grounding grid would be removed, and the concrete foundation would be completely removed. All granular and geotextile materials would be removed from the site by dump truck. All electrical system components would be taken off-site by truck.

In the event that the substation is sold to a licensed transmitter, the facilities may be redesigned for the distribution of power to customers.

SUNCOR ENERGY CEDAR POINT WIND POWER PROJECT

DECOMMISSIONING PLAN REPORT

Decommissioning of Facility after Ceasing Operation

April 2013

3.3.7 Access Roads

In consultation with landowners, access roads would be removed, including culverts, the geotextile material beneath the roads and granular material. The access roads would be returned to a similar condition as prior to Project commencement. Excavated areas on agricultural land would be brought to grade with fill and topsoil to be taken from surrounding land. All materials would be removed from the site by dump truck. Where the landowner sees it advantageous to retain access roads, these would be left in place. Leaving in place the access roads is not expected to result in adverse impacts to the future use of the land (agricultural).

3.3.8 Meteorological Towers

The above ground structure of the meteorological towers would be dismantled by first removing all meteorological equipment including sensors, data loggers and battery charging and communication equipment. The bare tower would then be dismantled in sections lowering the top sections first. The tower would be loaded onto a flatbed truck and removed for use at another location or sold. The concrete pedestal at the base of the tower would be removed and disposed of in a landfill. Site restoration would be completed in accordance with lease agreements executed with the landowner.

3.4 SITE RESTORATION PLAN**3.4.1 Natural Heritage Features**

Natural heritage features such as woodland and water bodies which may be impacted by the removal of facility components would be reviewed with the Ministry of Natural Resources (MNR) prior to removal. Mitigation and monitoring measures may also be required including plans for replanting and restoration of natural features and would also be reviewed and implemented in consultation with the MNR.

3.4.2 Agricultural Lands

Areas that may have compacted due to decommissioning activities would be restored through the use of deep ploughing equipment.

Any agricultural drainage tile damaged during decommissioning would be repaired by a drainage tile contractor. Land owner approval will be obtained as per Suncor's lease agreement. All repairs will be recorded and photographed.

Topsoil stockpiled during decommissioning will be replaced above restored subsoil.

SUNCOR ENERGY CEDAR POINT WIND POWER PROJECT**DECOMMISSIONING PLAN REPORT**

Decommissioning of Facility after Ceasing Operation

April 2013

3.4.3 Municipal Road Allowances

Where Project infrastructure has been removed, roadside ditches would be seeded with quick growing native species to prevent topsoil erosion; the seed mixture would be determined at that time in consultation with the Municipality and/or Conservation Authority. Erosion and sediment control measures at the ditch would be left in place until seed is fully established, as determined by an environmental advisor.

3.4.4 Potential Contamination

During the construction and operation of the Project, environmental management practices would be in effect, such as secure containment of potential hazardous materials, to minimize the potential for spills and thus the need for removal of contaminated lands. Should soil contamination be noted, the impacted soils will be delineated, excavated, and removed, to the standards of the day. The contaminated material will be disposed at an MOE-approved and appropriate facility, and will be replaced with appropriately compatible material.

3.5 MANAGING EXCESS MATERIALS & WASTE

All wastes would be managed in accordance with *Ontario Regulation 347, General – Waste Management (O.Reg.347)* and with reference to *Ontario Provincial Standard Specification 180 - General Specification For The Management of Excess Materials (OPSS 180)*, or relevant regulations and specifications in effect at that time.

Major pieces of equipment may be sold, recycled or reused. The steel towers may be sold for scrap. Electrical equipment could either be salvaged for reuse or recycled. According to a 2011 Garrad Hassan study, components such as the generators and cabling are likely to have a high resale value due to copper and aluminum content (see **Appendix A**). Concrete from footings will be separated from the reinforcement steel, and could be crushed and recycled as granular fill material. The steel will then be sold as scrap metal. Spent oils could be recovered for recycling through existing oil reprocessing companies.

As much of the facility would consist of reusable or recyclable materials, there would be minimal residual waste for disposal as a result of decommissioning the facility. Small amounts of registerable waste materials would be managed in accordance with O. Reg. 347 or subsequent applicable legislation. Residual non-hazardous wastes would be disposed at a licensed landfill in operation at the time of decommissioning.

3.6 MONITORING

Follow-up monitoring may be conducted following site restoration based on the requirements identified by the MNR at the time of decommissioning. For municipal road allowances, a review may occur of the establishment and health of re-vegetation. Additional monitoring activities may also be conducted, depending upon the site conditions at the time of decommissioning. If

SUNCOR ENERGY CEDAR POINT WIND POWER PROJECT

DECOMMISSIONING PLAN REPORT

Decommissioning of Facility after Ceasing Operation

April 2013

negative impacts are noted during monitoring activities, appropriate remediation measures would be implemented as necessary, and additional follow-up monitoring would be conducted, as determined by an environmental advisor.

3.7 OTHER APPROVALS

Prior to decommissioning activities commencing (six months prior), Suncor will update the **Decommissioning Plan** and submit it to the MOE for approval. Suncor will commit to work with regulatory bodies to determine the appropriate decommissioning requirements in affect at the time of decommissioning. For example, Nav Canada and Transport Canada will be notified regarding the removal of the wind turbines for the purposes of updating aeronautical databases. In addition, conservation authority permits may also be required for decommissioning activities within regulated areas. Given it is anticipated that the future land use will remain agricultural, a Record of Site Condition would not be required.

4.0 Emergency Response and Communications Plans

The Project's Emergency Response Plan and Communications and Complaint Response Protocol (as discussed in the **Design and Operations Report**) would be in effect for all phases of the Project including decommissioning. In addition, the programs, plans, and procedures (such as personnel training and a public safety plan) described within the **Design and Operations Report** will be carried forward during the decommissioning of the Project.

4.1 DECOMMISSIONING NOTIFICATION

Prior to decommissioning (six months prior), Suncor will consult with interested parties regarding the details of decommissioning and would amend this **Decommissioning Plan** to meet regulatory requirements in effect at that time. Notification of decommissioning will follow the Emergency Response Plan and Communications and Compliant Response Protocol as well as be provided to Project stakeholders (including public, municipal and aboriginal communities) prior to undertaking decommissioning activities. Notification may be in the form of letters, newspaper notices, or direct communications.

5.0 Conclusion and Signatures

This **Decommissioning Plan Report** for the Suncor Energy Cedar Point Wind Power Project has been prepared by Stantec for Suncor in accordance with Item 3, Table 1 of Ontario Regulation 359/09 and the MOE's *Technical Guide to Renewable Energy Approvals*.

This report has been prepared by Stantec for the sole benefit of Suncor, and may not be used by any third party without the express written consent of Suncor. The data presented in this report are in accordance with Stantec's understanding of the Project as it was presented at the time of reporting.

STANTEC CONSULTING LTD.



Mark Kozak
Project Manager



Rob Rowland
Senior Project Manager

Stantec

**SUNCOR ENERGY CEDAR POINT WIND POWER PROJECT
DECOMMISSIONING PLAN REPORT**

Appendix A

Garrad Hassan Study

APPENDIX D



Cedar Point II Wind Energy Project

Distribution System Within Plympton-Wyoming Streets and Highways

Date: December 19, 2014

Distribution Facility	Functionality	Degree of Necessity	Relevant Road Allowance	Side of Road Allowance	Approximate Length of Line	
1	Segment	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Townsend Line from Dolmage Rd to approx. 634m east of Dolmage Rd.	North	634 m
2	Crossing	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Townsend Line across Dolmage Rd.	Across	20 m
3	Segment	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Townsend Line from Dolmage Rd to approx. 193m west of Dolmage Road	North	193 m
4	Crossing	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Across Townsend Line approx. 193m west of Dolmage Road	Across	20 m
5	Segment	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Townsend Line from approx. 193m west of Dolmage Road to approx. 451m west of Uttoxeter Rd.	North	1078 m
6	Crossing	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Across Townsend Line approx. 451m west of Uttoxeter Rd.	Across	20 m
7	Segment	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Townsend Line from approx. 451m west of Uttoxeter Rd. to approx. 922m west of Uttoxeter Rd.	North	455 m
8	Crossing	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Across Townsend Line approx. 922m west of Uttoxeter Rd.	Across	20 m
9	Segment	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Elmsley Rd. from approx. 609m north of Hubbard Line to Hubbard Line	East	609 m
10	Crossing	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Across Hubbard Line approx. 309m east of uttoxeter Rd.	Across	20 m
11	Segment	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Hubbard Line from approx. 309m east of Uttoxeter Rd. to approx. 48m east of Uttoxeter Rd.	South	261 m
12	Crossing	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Across Hubbard Line approx. 48m east of Uttoxeter Rd.	Across	20 m
13	Segment	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Hubbard Line from approx. 48m east of Uttoxeter Rd. to Uttoxeter Rd.	North	38 m
14	Crossing	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Hubbard Line across Uttoxeter Rd.	Across	20 m
15	Crossing	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Uttoxeter Rd. across Hubbard Line	Across	20 m
16	Segment	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Hubbard Line from Uttoxeter Rd. to approx. 446m west of Uttoxeter Rd.	North	446 m
17	Crossing	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Across Hubbard Line approx. 446m west of Uttoxeter Rd.	Across	20 m
18	Segment	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Hubbard Line from approx. 446m west of Uttoxeter Rd. to approx. 726m west of Uttoxeter Rd.	South	281 m
19	Crossing	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Across Uttoxeter Rd. approx. 726m west of Uttoxeter Rd.	Across	20 m
20	Segment	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Hubbard Line from approx. 726m west of Uttoxeter Rd. to Elmsley Rd.	North	1104 m
21	Crossing	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Hubbard Line across Elmsley Rd.	Across	20 m
22	Crossing	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Elmsley Rd. across Hubbard Line	Across	20 m
23	Segment	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Hubbard Line from west of Elmsley Rd. to Lakeshore Rd.		1609 m
24	Segment	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Uttoxeter Rd from south of Hubbard Line to north of Douglas line	West	2725 m
25	Segment	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Douglas line from west of Uttoxeter Rd to south of Elmsley Rd.	North	1220 m
26	Crossing	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Across Elmsley Rd. approx. 968m south of Hubbard Line	Across	20 m
27	Segment	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Elmsley Rd from 1348m south of Hubbard Line to north of Douglas line	West	1362 m
28	Crossing	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Douglas Line across Elmsley Rd.	Across	20 m
29	Segment	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Douglas Line from west of Elmsley Rd. to approx. 1046m west of Elmsley Rd.	North	1046 m
30	Crossing	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Across Douglas line approx. 1046m west of Elmsley Rd.	Across	20 m
31	Segment	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Douglas Line from approx. 1046m west of Elmsley Rd. to east of Hillsboro Rd.	South	792 m
32	Crossing	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Hillsboro Rd. across Douglas line	Across	20 m
33	Segment	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Hillsboro Rd from north of Douglas Line to south of Lakeshore Road	East	2787 m
34	Crossing	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Douglas line across Hillsboro Rd.	Across	52 m
35	Segment	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Douglas Line from west of Hillsboro Rd to approx. 599m west of Hillsboro Rd.	South	599 m
36	Segment	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Hillsboro Rd. from north of Aberarder Line to approx. 1240m north Aberarder Line	West	1240 m
37	Crossing	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Hillsboro Rd. across Aberarder Line	Across	28 m
38	Segment	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Hillsboro Rd. from south of Aberarder Line to Wright Line	West	1382 m



Cedar Point II Wind Energy Project

Distribution System Within Plympton-Wyoming Streets and Highways

Date: December 19, 2014

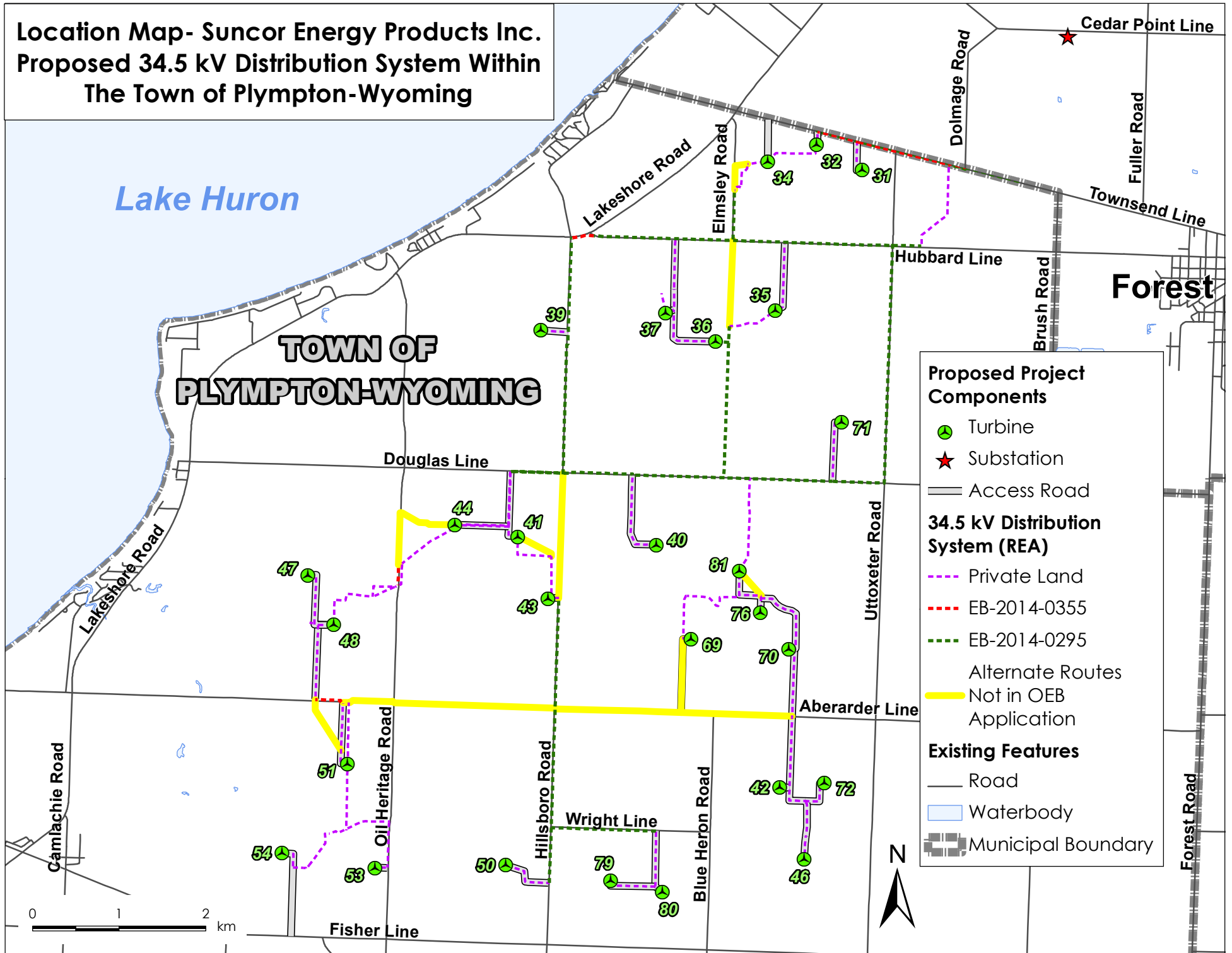
	<u>Distribution Facility</u>	<u>Functionality</u>	<u>Degree of Necessity</u>	<u>Relevant Road Allowance</u>	<u>Side of Road Allowance</u>	<u>Approximate Length of Line</u>
39	Crossing	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Across Oil Heritage Rd. approx. 1350m north of Aberarder Line	Across	20 m
40	Segment	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Aberarder Line from 577m west of Oil Heritage Rd. to approx. 893m west of Oil Heritage Rd.	South	316 m
44	Crossing	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Across Aberarder Line from approx. 893m west of Oil Heritage Rd.	Across	25 m
42	Crossing	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Across Elmsley Rd. from approx. 1229m north of Aberarder Line	Across	20 m
43	Crossing	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Across Aberarder Line from approx. 897m east of Blue Heron Rd.	Across	20 m
44	Crossing	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Wright Line across Hillsboro Rd.	Across	20 m
45	Segment	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Wright Line from east of Hillsboro Rd. to approx. 1212m east of Hillsboro Rd.	South	1212 m
46	Segment	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Hillsboro Rd. from south of Wright Line to approx. 616m south of Wright Line	West	616 m
47	Crossing	Convey wind turbine generated electricity at 34.5 kV to substation	Essential	Lakeshore Rd. across Hubbard Line	Across	405 m

Total **22615 m**

New Total **19689 m**

APPENDIX E

Location Map- Suncor Energy Products Inc. Proposed 34.5 kV Distribution System Within The Town of Plympton-Wyoming



APPENDIX F

From: Scott, Christopher A
Sent: Wednesday, November 26, 2014 6:11 PM
To: David Fielding (dfielding@plympton-wyoming.ca)
Cc: 'Kyle Pratt'; Cedar Point Questions
Subject: Commitments from June

David,

I took the time to review the commitments from our letter. The commitments were clear that the 1.5 m depth is related to crossings only. I'm not certain how the interpretation was to be at 1.5 m depth in all locations in the road allowance. We can continue to discuss your concern in future meetings.

- Crossings of Municipal Road allowances will be installed by directional drilling the cables beneath in conduit at least 1.5 m below the invert of the ditch and 2.5 m below the centre line of the travelled portion of the road;
- Crossing of Municipal Drains located within the Municipal road allowances will be installed by directional drilling the cables in conduit at least 1.5 m beneath the invert of the municipal drain.
- When locating cables within the road allowance, Suncor shall install the cables within 1 m of the property limit of the right of way, unless unknown obstacles are discovered. In such a case the location shall be as far from the travelled portion of the road as possible.

Christopher Scott, P.Eng.

Senior Engineer, Renewable Energy | Suncor Energy Services Inc.
519-801-8633 | cscott@suncor.com



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From: [David Fielding](#)
To: [Scott, Christopher A](#)
Subject: FW: Discussion on Cable depth
Date: Thursday, November 27, 2014 9:29:46 AM
Attachments: [image001.png](#)

Chris

Adam just advised me that he has set a Public works staff meeting for today at 1:00, which he wants me to attend

So we would have to meet before then also we only have the council chambers to meet in.

My concern with the location of your cables is future maintenance within the road allowance by the Town I do not want to hit the cables.

Think about this proposal 1.5m cover in all planes, vertical and horizontal , for the most part this should be fine for the Town and should not be too much of a burden for Suncor.

Talk to you later

David

David A. Fielding, P. Eng.
Director of Public Works and Engineering
Town of Plympton-Wyoming
546 Niagara St., Box 250
Wyoming, ON N0N 1T0
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From: David Fielding
Sent: November-27-14 8:45 AM
To: 'Scott, Christopher A'
Subject: RE: Discussion on Cable depth

Chris

My morning meeting was cancelled, so give me a call, when you are done your 11:00 mtg. and I

should be here and you can drop by for a discussion.

David

David A. Fielding, P. Eng.
Director of Public Works and Engineering
Town of Plympton-Wyoming
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From: Scott, Christopher A [<mailto:cscott@Suncor.com>]
Sent: November-27-14 8:00 AM
To: David Fielding
Subject: Discussion on Cable depth

David,

Would you have time for a phone call or a quick visit by me to talk about the 1.5 m depth request?

I'm in the area today and am in a meeting at 9 am until 11 likely. Let me know if you have 15 min free and I will pop by the office.

Christopher Scott, P.Eng.

Senior Engineer, Renewable Energy | Suncor Energy Services Inc.
519-801-8633 | cscott@suncor.com



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