Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 3 Schedule 1 Page 1 of 2

1	Bamkushwada Limited Partnership Interrogatory # 1
2	
3	<u>Reference:</u>
4	EB-2017-0364, Written Submission from BLP First Nations dated June 1, 2018.
5	
6	Interrogatory:
7	Preamble - HONI estimates that the in-service date for the Lake Superior Link Project ("LSL")
8	will be 2021, one year later than the East-West Tie Project ("EWT"). But in order
9	for the Duty to Consult and Accommodate ("Duty") to be properly met both before
10	and after Leave to Construct ("LTC") is granted - and in all cases before
11	construction actually starts - significantly more delay would be required. Such
12	delays will impose greater and greater costs on the BLP First Nations that HONI will
13	have to account for and make up.
14	
15	a) Provide all plans, including timelines, milestones, assessment and evaluation methodologies,
16	that HONI will carry out to fulfill The Duty with the intent of substantially addressing the
17	concerns of affected Indigenous peoples about the LSL.
18	
19	b) Describe in detail and provide plans describing how fulfilling the Duty will affect the LSL
20	schedule, include the in-service date.
21	
22	c) Justify HONI's estimate that HONI can fulfill the Duty within 12 to 14 months of receiving
23	LTC.
24	
25	d) Describe in detail and provide a budget describing the cost to HONI of fulfilling the Duty,
26	including provision of capacity funding to the BLP First Nations and compensation for the
27	cost to the BLP First Nations of delaying the in-service date until after 2020.
28	Desponse
29 20	<i>Response:</i> a) Please refer to Exhibit I, Tab 1, Schedule 15.
30	a) Flease lefer to Exhibit 1, 1ab 1, Schedule 15.
31	b) Please refer to Exhibit I, Tab 1, Schedule 7 for Hydro One's timeline scenarios. Hydro
32 33	One's consultation plan for Indigenous communities is ongoing and encompasses the period
33 34	prior to construction commencement, during construction and after the construction phase.
34 35	prior to construction commencement, during construction and after the construction phase.
36	c) Hydro One does not believe it committed that we would be able to fulfill our duty to consult
37	within 12 to 14 months of receiving leave to construction approval. Please refer to Exhibit I,

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 3 Schedule 1 Page 2 of 2

Tab 1, Schedule 15 and Exhibit H, Tab 1, Schedule 1 for more information on Hydro One
 Indigenous consultation practices.

3 4

d) Please refer to Exhibit I, Tab 1, Schedules 11 and 15.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 3 Schedule 2 Page 1 of 1

1	Bamkushwada Limited Partnership Interrogatory # 2
2	
3	<u>Reference:</u>
4	EB-2017-0364, Written Submission from BLP First Nations dated June 1, 2018.
5	
6	<u>Interrogatory:</u>
7	Explain in detail and provide any documents explaining HONI's understanding of where the
8	Duty with respect to the LSL falls on the spectrum for the BLP First Nations, namely:
9	
10	a) Pays Plat First Nation
11	b) Fort William First Nation
12	c) Red Rock Indian Band
13	d) Pic Mobert First Nation
14	e) Biigtigong Nishnaabeg, and
15	f) Michipicoten First Nation.
16	
17	<u>Response:</u>
18	The Ministry of Energy determined that Hydro One's proposed Lake Superior Link Project may
19	have the potential to affect First Nation and Métis communities who hold or claim protected
20	Aboriginal or treaty rights. The Crown provided a list of Aboriginal communities that should be
21	consulted on the basis that they have or may have constitutionally protected Aboriginal or treaty

rights that may be adversely affected by the project. This information has already been provided
 in this proceeding through Hydro One's additional evidence filed May 7, 2018, specifically at

pages 10-11 and in Attachment 9.

25

²⁶ Hydro One does not make determinations regarding the duty to consult; that is the Crown's

27 responsibility.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 3 Schedule 3 Page 1 of 1

1	<u>Bamkushwada Limited Partnership Interrogatory # 3</u>
2	
3	<u>Reference:</u>
4	EB-2017-0364, Written Submission from BLP First Nations dated June 1, 2018.
5	
6	<u>Interrogatory:</u>
7	Explain in detail and provide any documents explaining HONI's understanding of whether the
8	content of the Duty is different for First Nations with active Aboriginal title claims to parts of the
9	LSL right of way (i.e. Pic Mobert First Nation and Biigtigong Nishnaabeg) and if so, how the
10	content of the Duty is different and why.
11	
12	<u>Response:</u>
13	Hydro One has been made aware of the active Aboriginal title claims by Pic Mobert First Nation
14	and Biigtigong Nishnaabeg ¹ . Through the consultation process, Hydro One expects to gain
15	further understanding on the nature and scope of these title claims.

¹ EB-2017-0364 – BLP First Nations Evidence – May 7, 2018

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 3 Schedule 4 Page 1 of 1

Bamkushwada Limited Partnership Interrogatory #4

1 2

3 **Reference:**

HONI, LSL Environmental Assessment, Revised Draft Terms of Reference dated August 2018
("EA ToR"), Page 25 – "As the usage of First Nation reserve land would require ISC authorization, requirements to this end may be via Project Description Report and/or through a Land Use Permit such as authorization under Section 28(2) of the Indian Act or equivalent.
Consultation with local First Nations is ongoing throughout the lifecycle of the project and will include further determination of approvals for use of reserve land."

10

14

11 Interrogatory:

a) Provide copies of all responses First Nations have provided to HONI's request to engage in
 federal permitting requirements on-reserve.

15 **Response:**

a) The material sought is not relevant to the exercise of the OEB's jurisdiction under section 92

of the OEB Act and so will not be provided.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 3 Schedule 5 Page 1 of 2

1	Bamkushwada Limited Partnership Interrogatory #5
2	
3	<u>Reference:</u>
4	EA ToR, Page 73 - "A list of potential Project effects on the natural environment is listed in
5	Table 7 below: leaching of herbicides"
6	
7	Interrogatory:
8 9	a) Confirm that HONI intends to use herbicides during the construction phase of the LSL.
10	b) State when HONI will develop a detailed Vegetation Management Plan that describes the use
11	and restrictions on use of herbicides during the construction phase.
12 13	c) Confirm that HONI intends to use herbicides during the operation and maintenance phase of
13	the LSL.
15	
16	d) State when HONI will develop a detailed Vegetation Management Plan that describes the use
17	and restrictions on use of herbicides during the operation and maintenance phase.
18	
19	e) Confirm that HONI has provided the above information to all 18 Indigenous communities
20	potentially affected by the LSL and provide all records of comments made by those
21	communities.
22	
23	<u>Response:</u>
24	a) Confirmed.
25	
26	b) The details of vegetation management, including the use and restrictions on use of herbicides
27	during the Construction phase, will be described as part of an approved Environmental
28	Assessment. This will be developed through stakeholder consultation during the EA process.
29 30	c) Confirmed.
31	c) commed.
32	d) Hydro One maintains a Transmission Vegetation Management Program for its O&M
33	program across the province that includes the application of herbicides. The EA
34	documentation for the LSL project will outline the vegetation management planned
35	specifically for the LSL, which will be developed through stakeholder consultation and will
36	be integrated into the O&M program for the LSL.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 3 Schedule 5 Page 2 of 2

e) Specifics regarding the use of herbicides on the corridor have not been finalized, as indicated
 above. Ongoing consultation with Indigenous Communities will contribute to the

- 3 development of the Vegetation Management approach to the LSL during construction and
- 4 O&M.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 3 Schedule 6 Page 1 of 1

Bamkushwada Limited Partnership Interrogatory # 6

1

2		
3	Re	eference:
4	EA	ToR, Page 78 – "The intent is to allow the additional details developed on the preferred
5	une	dertaking (i.e. design, operations etc.) to be assessed. It also allows for the evaluation of
6	im	pact management measures and net effects within the context of a more comprehensive
7	des	scription for the preferred undertaking."
8		
9	In	terrogatory:
10	a)	Provide copies of the documents HONI has provided and describe any other communications
11		HONI has made to all 18 potentially affected Indigenous communities setting out the details
12		of the design and operation of the LSL, in particular including the use of helicopters and air
13		support during construction
14		
15	b)	Provide all records of the comments made by Indigenous communities in response to the
16		documents and communications referenced in a) above.
17		
18	c)	Provide copies of the documents HONI has provided and describe any other communications
19		HONI has made to all 18 potentially affected Indigenous communities setting out the details
20		of the operation and maintenance plans of the LSL, in particular including including the use
21		of herbicides and aerial spray.
22	1	
23	d)	Provide all records of the comments made by Indigenous communities in response to the
24		documents and communications referenced in c) above.
25	D	
26		esponse:
27	a)	Please refer to Exhibit I, Tab 1, Schedule 15, Attachments 1 and 2. Specifically regarding
28		design and operation of the LSL, that information has been communicated as part of the ToR
29		process through relevant correspondence and meetings.
30	1.)	Discourse frontes and the life in the initial of the data of the
31	D)	Please refer to part a) and Exhibit I, Tab 1, Schedule 15.
32		Diagon refer to Exhibit I. Tab 2. Schedule 5 and Exhibit I. Tab 1. Schedule 15
33	c)	Please refer to Exhibit I, Tab 3, Schedule 5 and Exhibit I, Tab 1, Schedule 15.
34	A)	Please refer to parts a), b) and c).
35	u)	$\frac{1}{2} (a_{2} + b_{1}) (a_{1}) (a_{1}) (a_{2}) (a_{$

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 3 Schedule 7 Page 1 of 1

1	<u>Bamkushwada Limited Partnership Interrogatory # 7</u>
2	
3	<u>Reference:</u>
4	EA ToR, Page 87 - " Throughout consultation with communities, Indigenous communities have
5	been solicited for comments on the ToR, the Project as a whole, as well as asked to provide
6	specific criteria and indicators important to their communities."
7	
8	Interrogatory:
9	a) Provide all records of any capacity funding that HONI has provided to Indigenous
10	communities to participate in consultation, including how much was offered to each
11	Indigenous community and on what terms.
12	
13	<u>Response:</u>
14	a) Please refer to Exhibit I, Tab 1 Schedule 15.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 3 Schedule 8 Page 1 of 2

Bamkushwada Limited Partnership Interrogatory #8

1

2	
3	<u>Reference:</u>
4	EA ToR, Page 87 – "A copy of the aggregate consultation record will be provided to regulators
5	as required by the regulator and each Indigenous community will be provided with a copy of the
6	consultation record pertaining to that community concurrent with the submission to regulators."
7	
8	<u>Interrogatory:</u>
9	a) Specify what bodies are the "regulators"
10	
11	b) Specify which regulators, if any, have requested monthly updates to consultation summaries
12	and logs and provide these monthly updates.
13	
14	<u>Response:</u>
15	a) The first use of the term "regulators" refers to any federal or provincial regulatory body
16	including Ministries and Agencies. These regulators are those included on the government
17	agency contact list utilized by Hydro One during consultation on the ToR and EA:
18	See below for the covernment econory context list used by Hydre One.
19	See below for the government agency contact list used by Hydro One:
20	Crown-Indigenous Relations and Northern Affairs Canada
21	Canadian Environmental Assessment Agency
22	Canadian Nuclear Safety Commission
23	Department of Fisheries and Oceans
24	Environment and Climate Change Canada
25	Health Canada
26	Parks Canada - (Pukaskwa National Park)
27	Natural Resources Canada
28	Nav Canada
29	Transport Canada - Ontario Region
30	Conservation Ontario
31	District of Thunder Bay Social Services Administration Board
32	Independent Electricity System Operator
33	Infrastructure Ontario
34	Lakehead Region Conservation Authority
35	• MAM, Operations Unit
36	 Ministry of Indigenous Relations and Reconciliation

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 3 Schedule 8 Page 2 of 2

1	Ministry of Agriculture, Food and Rural Affairs
2	Ministry of Economic Development and Growth
3	Ministry of Education
4	Ministry of the Environment, Conservation and Parks
5	Ministry of Health and Long-Term Care
6	Ministry of Infrastructure
7	Ministry of Municipal Affairs and Housing
8	Ministry of Natural Resources and Forestry
9	Ministry of Energy, Northern Development and Mines
10	Ministry of Tourism, Culture and Sport
11	Ministry of Transportation
12	Ontario Energy Board
13	Ontario Parks, Northwest Zone
14	Ontario Parks, Northeast Zone
15	Ministry of Community Safety and Correctional Services
16	Ontario Power Generation
17	Ontario Provincial Police Nipigon Detachment
18	Ontario Provincial Police Schreiber Detachment
19	Ontario Provincial Police White River Detachment
20	Ontario Provincial Police Wawa Detachment
21	Ontario Provincial Police Marathon Detachment
22	Thunder Bay District Health Unit
23	
24	"The regulator" refers to the regulator over the EA process referenced in the ToR, which is
25	MECP.
26	
27	b) Monthly updates have not been requested.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 3 Schedule 9 Page 1 of 1

1	<u>Bamkushwada Limited Partnership Interrogatory # 9</u>
2	
3	<u>Reference:</u>
4	EA ToR, Page 90 - "Hydro One will advise the relevant Crown representatives/agencies of the
5	results of the ongoing engagement with the Indigenous communities and will work cooperatively
6	with all involved to reach appropriate solutions."
7	
8	Interrogatory:
9	a) Specify who or what bodies are "the relevant Crown representative/agencies."
10	
11	b) Describe and provide all documents relating to issues raised by Indigenous communities that
12	required or require HONI to "work cooperatively with all involved to reach appropriate
13	solutions," including the documents stating the issues and details of any solutions reached.
14	
15	<u>Response:</u>
16	a) The relevant Crown representatives/agencies are the same entities as the regulators
17	referenced in Exhibit I, Tab 3, Schedule 8.
18	
19	b) Hydro One has maintained a Record of Consultation with all Indigenous Communities. Any
20	issues raised by Indigenous Communities will require Hydro One to work co-operatively
21	with Indigenous Communities, regulators/Crown representatives/agencies and any other

interested parties to reach solutions. Please refer to Exhibit I, Tab 1, Schedule 15.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 3 Schedule 10 Page 1 of 1

Bamkushwada Limited Partnership Interrogatory # 10

1

2	
3	Reference:
4	EA ToR, Page 90-91 – "The EA consultation plan for Indigenous communities will clearly set
5	out the steps Hydro One intends to take with respect to consultation activities. This document
6	will include, but is not limited to, consideration of the following: How traditional knowledge will
7	be incorporated."
8	
9	Interrogatory:
10 11	a) Specify what Indigenous communities have provided traditional knowledge to HONI and the matters to which this traditional knowledge relates.
12	
13	b) Specify if any Indigenous communities have declined to provide traditional knowledge to
14	HONI and why
15	
16 17	c) Provide all plans to incorporate traditional knowledge data into HONI's application, evidence, and other materials generated for this proceeding, and into the design and operation of all
18	phases of the LSL.
19	
20	Response:
21	a) To date, no Indigenous communities have provided Hydro One with traditional knowledge
22	with regards to LSL.
23	
24	b) No Indigenous communities have declined to provide traditional knowledge to Hydro One.
25	
26	c) Via the Capacity Funding Agreements, Hydro One has offered capacity funding to all 18
27	Indigenous Communities to undertake Traditional Knowledge studies as part of the EA
28	process. Hydro One will incorporate Indigenous traditional knowledge data if and when any
29	of the Indigenous communities provide it.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 3 Schedule 11 Page 1 of 1

Bamkushwada Limited Partnership Interrogatory # 11
Reference: EA ToR, Page 91 – "Hydro One acknowledges the importance of conducting consultation through a process that is in alignment with community values, culture and protocols and is prepared to work with Indigenous communities to make necessary revisions to this Plan to ensure that it is respectful of community consultation protocols."
<i>Interrogatory:</i> a) Provide all communications between HONI and Indigenous communities regarding consultation in alignment with community values, culture and protocols, including community consultation protocols.
b) Explain in detail whether HONI will provide capacity funding to Indigenous communities if they request it or it is required or recommended by an Indigenous community's values, culture, and protocols, including community consultation protocols.
<i>Response:</i> a) Please refer to Exhibit I, Tab 1, Schedule 15, Attachment 1.

1 2

3

4

5

6 7

8

9

10

11 12 13

14

15

16 17

18

19 20

b) Yes. Hydro One has offered capacity funding to all 18 Indigenous communities.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 3 Schedule 12 Page 1 of 1

Bamkushwada Limited Partnership Interrogatory # 12

1

2	
3	<u>Reference:</u>
4	EA ToR, Page 92 - "Hydro One will also work with Indigenous communities along the route to
5	explore benefits and opportunities including, but not limited to, capacity building to participate
6	in the engagement process, procurement and sub-contracting opportunities, job training,
7	employment and equity participation;"
8	
9	<u>Interrogatory:</u>
10	a) Describe and provide all documents relating to opportunities for "capacity building to
11	participate in the engagement process" that HONI offers or is willing to offer, and
12	specifically whether these opportunities include HONI's provision of capacity funding to
13	participate in engagement or consultation.
14	
15	b) Describe and provide all documents relating to "procurement and sub-contracting
16	opportunities, job training [and] employment" that HONI offers or is willing to offer.
17	
18	c) Describe and provide all documents relating to opportunities for equity participation that
19	HONI offers or is willing to offer.
20	
21	<u>Response:</u>
22	a) Please refer to Exhibit I, Tab 1, Schedule 15, Attachment 1.
23	
24	b) Please refer to Exhibit I Tab 1, Schedule 10.
25	
26	c) Please refer to Exhibit I, Tab 2, Schedule 35.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 4 Schedule 1 Page 1 of 2

Vulnerable Energy Consumers Coalition Interrogatory #1

1 2

3 **Reference:**

- 4 Motion Undertaking JT 2.9
- 5

6 Interrogatory:

Preamble: The following timetable for the LSL project was provided in the Hearing of Motion
 phase of this proceeding

9

TASK	START	FINISH	
Submit Section 92 Application to OEB		February 2018	
Projected Section 92 Approval	February 2018	October 2018	
Finalize Execute EPC Contract with SNCL		November 2018	
Environment Ass	essment and Consultation		
Obtain EA Approval from MOECC	January 2018	June July 2019	
Ongoing First Nations & Métis Consultation and Consultation with Stakeholders	February 2018	December 2021	
Lines Co	onstruction Work		
Real Estate Land Acquisition	March 2018	March 2020 July 2019 May 2020 September 2019	
Detailed Engineering	April March 2018		
Tender and Award Procurement	March 2018 January 2019		
Construction	July 2019	November September 2021	
Commissioning	October September 2021	December 2021	
In Service		December 2021	

10

a) Please confirm this schedule is current or provide the most current estimate of the LSL
 project timelines.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 4 Schedule 1 Page 2 of 2

- 1 **Response:**
- ² Please refer to Exhibit I, Tab 1, Schedule 5.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 4 Schedule 2 Page 1 of 2

1		Vulnerable Energy Consumers Coalition Interrogatory #2
2		
3	Re	oference:
4	Exl	hibit B, Tab 1, Schedule 1, pg. 10 / Tab 7, Schedule 1
5		
6	Int	terrogatory:
7	Pre	amble: Hydro One states: In order for Hydro One to deliver the Project in 2021 at the cost
8 9		luded in this Application, it would be necessary for Hydro One and MOECC to work laboratively to implement a regulatory measure such as a Cabinet exemption to typical EA
9 10		uirements. This regulatory measure would allow Hydro One to utilize the EA-specific
11	dev	velopment work, already completed by NextBridge, and address changes in the proposed route
12	thre	ough additional study, consultation and regulatory approval.
13		
14	a)	Please provide the agreement Hydro One has negotiated with NextBridge to utilize the
15		latter's EA specific development work.
16		
17	b)	Please provide the agreement that Hydro One has negotiated with MOECC which would
18		allow for the EA specific development work completed by NextBridge to be utilized by
19		Hydro One for the LSL project.
20		
21	c)	If neither of a) nor b) has been completed please provide a schedule showing Hydro One'
22		environmental assessment implementation plan from start to estimated date of approval.
23	1\	
24	d)	Hydro One states that it must receive EA approval by June 2019 in order to meet both the in-
25		service date and the costs outlined in the Application (pg.7 of 12). If the EA approval is not
26		given until January 2020 what are the schedule and cost consequences to the LSL project?
27	D	
28	_	Sponse: It remains Undre One's position that utilization of publicly evailable EA decomposition is
29	a)	It remains Hydro One's position that utilization of publicly available EA documentation is permissible ¹ . Additionally, please refer to Exhibit I, Tab 1, Schedule 14. Therefore, no
30		agreements are required.
31		agreements are required.
32 33	b)	No such agreements are required. MECP approvals will follow either the Declaration Order
33 34	0)	or Individual EA process.
57		or marriada Eri process.

¹ EB-2017-0364 – Hydro One Networks Additional Evidence – May 7, 2018 – Page 10

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 4 Schedule 2 Page 2 of 2

c) Please refer to Exhibit I, Tab 1, Schedule 14.

2

d) Please refer to Exhibit I, Tab 1, Schedule 7.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 4 Schedule 3 Page 1 of 2

<u>Reference:</u> IESO Addendum to the 2017 Updated Assessment for the Need for the Eat-West Tie Expansion, June 29, 2018 (IESO 2018 Addendum)
<u>Interrogatory:</u> The following is extracted from the above IESO reference:
The IESO continues to recommend an in-service date of 2020 for the E-W Tie Expansion. If the in-service date is delayed beyond 2020, using interim measures to manage the need will result in additional costs and increased risks to system reliability.

12 13 14

10

11

1 2 3

Table 1 Projected Cost of the Incremental Capacity Requirements (2020-2024)

Vulnerable Energy Consumers Coalition Interrogatory #3

Year	Requirement (MW)	Allowable Load Rejection (MW)	Incremental Requirement (MW)	Projected Cost (2017\$ millions)	Projected Cost Range (2017\$ millions)
2020	239	150	89	\$16	\$7 to 20
2021	251	150	101	\$18	\$8 to 23
2022	272	150	122	\$22	\$9 to 27
2023	360	150	210	\$38	\$16 to 47
2024	394	150	244	\$44	\$19 to 55

15

a) If Hydro One is unable to put into service LSL by 2020 does it intend to compensate the 16 IESO/consumers for any incremental capacity costs for in-service delays beyond the 17 year-end 2020? 18

19

b) If not please explain how Hydro One believes the IESO estimated incremental costs 20 based on the current LSL in-service date of December 2021 would be recovered. 21

22

23 **Response:**

a) Please refer to Exhibit I, Tab 1, Schedule 17. 24

- 25
- b) Hydro One expects these costs will be recovered from Ontario ratepayers. As articulated in 26 Exhibit I, Tab 1, Schedule 17 ratepayers will not be negatively impacted in year 2021 should 27

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 4 Schedule 3 Page 2 of 2

- a delay materialize. Once the LSL transmission line is in service, Ontario ratepayers will
- 2 further benefit greatly from Hydro One's lower cost to construct. Please refer to Exhibit I,
- 3 Tab 6, Schedule 6, for further information.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 4 Schedule 4 Page 1 of 3

1		Vulnerable Energy Consumers Coalition Interrogatory #4
2		
3	<u>Re</u>	ference:
4	Mo	tion Technical Conference Transcript May 17, 2018, page 231 ln 7-19. / Exhibit B, Tab 10,
5	Sch	nedule 1./ Exhibit B, Tab 7, Schedule 2
6		
7	Int	terrogatory:
8	Pre	amble: In response to VECC's questions as to the potential for OM&A cross-subsidies as
9	bet	ween Hydro One's other transmission functions and those related to LSL Hydro One stated
10	the	following:
11		
12		R. SPENCER: So a slight clarification to your assumption. We would, in fact, prior to
13		rgization of the line, form a new company that would be subject to its own we would file a
14		t of service application associated with that ongoing operation, maintenance and
15		ninistration work.
16		e would establish appropriate service level agreements between the newco and Hydro One
17		tworks in accordance with the Affiliate Relationship Code, and our forecast is certainly that
18		\$1.5 million is achievable.
19		would also consider the revenues into the Hydro One Network side from that SLA to be an
20	OII	set to otherwise potentially necessary revenue requirements.
21		Places confirm (or correct) that it is Undre One's intention to create a subsidiory company to
22	a)	Please confirm (or correct) that it is Hydro One's intention to create a subsidiary company to
23		own and operate LSL.
24 25	h)	If an affiliate is to be created describe the form of ownership, the estimated number of
23 26	0)	employees and how each of the activities listed at EB/T7/S2/pg.3 will be executed (e.g.
20		directly by the affiliate or through an agreement with Hydro One)
28		directly by the armitate of through an agreement with Hydro one)
29	c)	If an affiliate is to be created for LSL please explain how the common assets in the Pukaskwa
30	0)	Park corridor will be owned and operated.
31		
32	d)	Please explain why, if an affiliate company is to be created, Hydro One would require the
33	/	deferral account or ICM treatment as set out at Exhibit B, Tab 10, Schedule 1, which appear
34		to be premised on the integration of the LSL assets into Hydro One Transmission and as part
35		of its revenue requirement.
		1

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 4 Schedule 4 Page 2 of 3

e) If an affiliate relationship is created please confirm that LSL would be subject to the
 requirements of section 2.3.3 of the Affiliate Relationships Code for Electricity Distributors
 and Transmitters. If Hydro One believes that the affiliate relationship will be subject to
 section 2.3.4 of the Code please explain why.

5 6

7

8

9 10 f) If, as indicated in the above response, that an affiliate company will be created please explain how "Hydro One's existing maintenance programs will be leveraged to perform maintenance on the new Lake Superior Link transmission line" while adhering to the requirements of the affiliate relationship code.

- g) Does Hydro One presently offer any transmission or distribution services to other Ontarioutilities?
- 13

14 **Response:**

- a) Confirmed, as noted in the reference, Hydro One expects to form a partnership which will
 own the newly constructed Lake Superior Link.
- 17

b) These details have not been discussed with any potential partners as Hydro One has been
 unable to discuss equity participation levels due to exclusivity agreements that NextBridge
 entered into. Consequently, Hydro One cannot provide any specifics regarding the requested
 information at this time.

22

c) The existing EWT Line and the new LSL Line will both share facilities through PNP (i.e.,
 the existing east-west tie line that is currently owned by Hydro One Networks Inc., and the
 Lake Superior Link line that is intended to be owned by a Newco or partnership). Although
 the specifics of the partnership have not been established, one potential scenario would be for
 Hydro One Networks Inc. to be the Licensee and the Lake Superior Link owners would have
 a business arrangement to occupy Hydro One's transmission structures.

29

d) The deferral account request is in the event that Hydro One is unable to execute a partnership
 agreement as contemplated in the leave to construct application and effectively maintain
 100% ownership of the newly construct Lake Superior Link.

33

e) Hydro One, at this time, believes section 2.3.4. of the Affiliate Relationship Code would
 apply to this situation. This would be similar to Hydro One's arrangement with B2M LP.
 Regardless, any transfer of asset and subsequent revenue requirement would be subject to
 OEB approval.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 4 Schedule 4 Page 3 of 3

- 1 f) This will be done through a service level agreement.
- 2

g) Hydro One, as a transmitter, serves 98% of the province of Ontario and therefore, provides
 transmission services to many Ontario utilities. If VECC is inquiring about similar affiliate

5 services that are provided, Hydro One cites existing affiliate agreements that exist between

6 Hydro One Networks Inc., B2M LP and/or Hydro One SSM.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 4 Schedule 5 Page 1 of 2

Vulnerable Energy Consumers Coalition Interrogatory #5

3 **Reference:**

- 4 N/A
- 5

1 2

6 Interrogatory:

a) Please provide the development costs for the LSL in the following format (NB -for purpose
 of comparison we have asked the same question of NextBridge)

9

Development Costs	Total Costs	Incurred to date
Engineering, Design and Procurement		
Permitting and Licensing		
Environmental Approvals		
Regulatory Approvals		
Land Acquisition		
First Nation and Metis Consultation		
Other Consultations		
Interconnection Studies		
Project Management		
Contingency		
Other (Describe)		
Total Development Costs		

10

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 4 Schedule 5 Page 2 of 2

1 **Response:**

2 The requested information is provided below:

3

Development Costs	Total Costs	Incurred to date
Engineering, Design and Procurement	2,277	1,277
Permitting and Licensing		
Environmental Approvals	2,181	727
Regulatory Approvals	1,995	253
Land Acquisition	4,267	1,235
First Nation and Metis Consultation	1,101	57
Other Consultations	240	223
Interconnection Studies		
Project Management	154	110
Contingency		
Other (Describe)		520
Total Development Costs	12,215	4,412

4

5 The other category is interest and overhead costs incurred to date. On a budgetary basis, the

⁶ interest and overhead is included in the individual line items.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 4 Schedule 6 Page 1 of 2

Vulnerable Energy Consumers Coalition Interrogatory #6

1 2

3 **Reference:**

- 4 Exhibit B/Tab 7/Schedule 1
- 5
- 6 Interrogatory:
- a) Please update Table 3 below to show the current estimates of construction costs <u>net of all</u>
 <u>development costs</u> and in the following format:
- 9 (NB -for purpose of comparison we have asked the same question of NextBridge)
- 10

	Original Application Estimate	Current Estimate	ACCE Estimate Level	Expenditures as at July 31, 2018
Construction				
Site Clearing Costs				
Site Remediation Costs				
Materials & Equipment				
Project Management				
Construction Management, Engineering, Design & Procurement				
Real Estate & Property Acquisition costs				
First Nations & Métis Consultations				
First Nations & Metis Participation				
Other Consultations				
Interconnection & Other Studies (Describe)				
Environmental Approval				
Regulatory Costs				
Contingency				
Interest During Construction("IDC")				
Overheads and other allocated costs (describe)				
Other Costs (Describe)				
Total Construction Cost				

11

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 4 Schedule 6 Page 2 of 2

1 **Response:**

2 Updated Table 3: Construction Cost 1 is provided down below.

3

Table 3: Construction Costs (\$000s)					
	Original Application Estimate	Current Estimate	ACCE Estimate Level	Expenditures as at July 31, 2018	
Construction	354,030	355,530	3	NA ¹	
Site Clearing, Preparation & Site Remediation	104,339	104,339	3	NA ¹	
Material	58,713	58,713	3	NA ¹	
Project Management	5,802	6,055	3	NA ¹	
Other Costs	9,451	9,451	3	NA ¹	
Construction Management, Engineering, Design & Procurement	17,828	16,304	3	NA ¹	
Real Estate	9,798	10,558	3	NA ¹	
First Nations & Métis Consultations	1,133	3,615	3	NA ¹	
Environmental Approval	819	2,423	3	NA ¹	
Other Consultations	160	30	3	NA ¹	
Contingency	10,775	5,401	3	NA ¹	
Interest During Construction("IDC")	42,596	43,845	3	NA ¹	
Overhead	8,502	8,506	3	NA ¹	
Total Construction Cost	623,946	624,852	3	NA ¹	

4

¹ Construction Cost is defined as all cost after receiving LTC approval (Jan 2019)

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 4 Schedule 7 Page 1 of 1

1	Vulnerable Energy Consumers Coalition Interrogatory	<u>#7</u>
2		
3	<u>Reference:</u>	
4	Hydro One Letter of September 22, 2017 / Exhibit B, Tab 1, Schedule 1, pg. 6	/ Exhibit B, Tab
5	7, Schedule 1	
6		
7	Interrogatory:	
8	Pre-amble: Subsequent to the filing of an application for leave-to-construct appl	ication by Upper
9	Canada Transmission (NextBridge) Hydro One notified the OEB on Septemb	er 22, 2017 that
10	"Dependent upon the IESO's updated needs assessment, Hydro One is prepa	tred to submit a
11	Leave to Construct application, which will include a not-to-exceed price, by I	December of this
12	[2017] year." Emphasis added.	
13		
14	Hydro One has also stated that it "is confident in its ability to deliver the Project	
15	less than NextBridge's submitted price primarily due to a more efficient rou	
16	shorter, traversing through the Pukaskwa National Park parallel to exist	0,
17	infrastructure as well as an optimized tower design to reduce material and const	ruction costs."
18		
19	a) What is the "not-to-exceed price" that Hydro One is proposing for the LSL p	roject?
20	b) Is Hydro One prepared to guarantee a construction and operating cost loss the	on that aurrantly
21	b) Is Hydro One prepared to guarantee a construction and operating cost less th proposed by NextBridge for this transmission line?	ian mai currentry
22 23	proposed by NextBridge for this transmission line:	
	Response:	
24 25	a) Please refer to Exhibit I, Tab 1, Schedule 18.	
23 26	a) Thease refer to Exhibit 1, Tab 1, Schedule 16.	
20	b) If awarded the leave to construct as per the application, Hydro One woul	d be prepared to
28	guarantee construction costs and operating costs, for the transmission line,	1 1
29	currently proposed by NextBridge.	
30		
31	Regarding construction cost, please refer to the response at Exhibit I, Tab 1,	Schedule 18. In
32	regards to operating costs, Hydro One states that the incremental \$1.	5 million figure
33	submitted in the EB-2017-0364 application is reasonable. Given that the l	ine is brand new
34	Hydro One would not expect material increases in the near future. Notw	ithstanding, any
35	future OM&A expenditures will be subject to OEB prudency review.	

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 4 Schedule 8 Page 1 of 1

1		Vulnerable Energy Consumers Coalition Interrogatory #8
2		
3	Re	eference:
4	Ex	hibit B, Tab 7, Schedule 1, pg. 9
5		
6	In	terrogatory:
7	Pre	eamble: The evidence states that "Hydro One is carrying a much smaller contingency (\$10.8
8	mi	llion) than is typical for a capital project of this size."
9		
10	a)	What would be the normal contingency used by Hydro One for a project of this size and
11		complexity?
12		
13	b)	Should Hydro One exceed its contingency allowance will any excess above the \$10.8 million
14		be sought for rate recovery or alternatively absorbed by the shareholder?
15		
16	Re	esponse:
17	a)	For a project of this size and complexity, Hydro One would typically have a contingency
18		amount in the order of 10%.
19		
20		The referenced \$10.8 million reflects only the portion of contingency that was estimated for
21		the portion of work Hydro One is delivering directly (i.e. Real Estate rights, Indigenous
22		consolation, environmental approval, indirect overheads for corporate services, and interest
23		during construction). In addition to this amount, SNC-Lavalin's fixed-price EPC contract
24		includes \$54 million of contingency and risk.
25		The total and include the fact the Later Granting Light is in the ander of 100/
26		The total project contingency for the Lake Superior Link is in the order of 10%.
27	b)	Hydro One's total project cost in the application has been estimated within a 50% to 160%
28	0)	Hydro One's total project cost in the application has been estimated within a -5% to +6%
29		range, and any necessary and realized costs beyond the approved amount would be sought for rate recovery and would be subject to prudence review by the OEB.
30		To rate recovery and would be subject to prudence review by the OLD.
31		Hydro One has also responded to questions regarding not-to-exceed pricing alternatives at
32 33		Exhibit I, Tab 1, Schedule 18
55		

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 4 Schedule 9 Page 1 of 2

Vulnerable Energy Consumers Coalition Interrogatory #9

1 2

3 **Reference:**

4 Motion Technical Conference Undertaking JT 2.20

5

⁶ In response to an undertaking to show the incremental costs of by-passing Pukaskwa Park Hydro

- 7 One provided the following table:
- 8

Exhibit B/T7/S1					
Table 3: Construction Costs (\$000s)	E	IONI S.92	но	ONI By-Pass	Delta
Route Length		403 km		443 km	9.9%
Construction	\$	354,030	\$	371,732	5.0%
Site Clearing, Preparation & Site Remediation	\$	104,339	\$	116,860	12.0%
Material	\$	58,713	\$	64,584	10.0%
Project Management	\$	5,802	\$	5,802	0.0%
Other Costs	\$	9,451	\$	9,481	0.3%
Construction Management, Engineering,					
Design & Procurement	\$	17,828	\$	18,719	5.0%
Real Estate	\$	9,798	\$	9,798	0.0%
First Nations & Métis Consultations	\$	1,133	\$	1,627	43.6%
Environmental Approval	\$	819	\$	1,819	122.1%
Other Consultations	\$	160	\$	160	0.0%
Contingency	\$	10,775	\$	10,775	0.0%
Interest During Construction("IDC")	\$	42,596	\$	44,838	5.3%
Overhead	\$	8,502	\$	8,502	0.0%
Total Construction Cost	\$	623,946	\$	664,697	6.5%
Adder to go around Pukaskwa National Park			\$	40,751	1

9

¹⁰ The following proviso was added to that response:

11

12 "Please note that the "By-Pass" costs shown below are Hydro One's best estimate at this point 13 in time, and the proposed solution has not been detailed to the same level as what was filed as

14 *part of the s.92 application.*"

15

16 Interrogatory:

a) Does the \$40,751,000 estimated cost of following the "NextBridge route" (i.e. Alternative 1)

remain Hydro One's most current forecast of the benefit of not having to by-pass Pukaskwa

19 Park?

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 4 Schedule 9 Page 2 of 2

- b) Please provide the ACCE estimate class of this forecast and its components.
- 2

3 **Response:**

- a) Yes this value remains the most current forecast.
- 5
- 6 b) This portion of the route would be assessed as an AACE Class 4 estimate.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 4 Schedule 10 Page 1 of 2

1	Vulnerable Energy Consumers Coalition Interrogatory #10
2	
3	<u>Reference:</u>
4	Exhibit E, Tab 1, Schedule 1
5	
6	<u>Interrogatory:</u>
7	Preamble: At the above reference Hydro One states:
8	
9	"Hydro One will utilize its existing Federal Licence of Occupation granted by Her Majesty the
10	Queen represented by the Ministry of Environment for the benefit of Parks Canada for all land
11	rights requirements in Pukaskwa National Park. No further land rights are required; limited
12	amendments to the existing agreement are required for the Line reconstruction through
13	Pukaskwa National Park."
14	a) Plaga provide the "limited amondment" that is being sought to be approved for
15	a) Please provide the "limited amendment" that is being sought to be approved for incorporation into Hydro One's existing Licence of Occupation.
16	incorporation into rivero one's existing Eleence of Occupation.
17 18	b) Please provide the application that has been made to Parks Canada or other Federal
19	department seeking to have this amendment added.
20	department seeking to have this amenament added.
21	c) Has this amendment been approved by the requisite authorities? If not please explain when
22	approval is expected and the basis for that estimate.
23	
24	d) If LSL is to be incorporated as an affiliate company please explain how it will be able to co-
25	own or otherwise operate the transmission assets which traverse the Park under the licence
26	granted to Hydro One (and presumably not the affiliate).
27	
28	Response:
29	a) Hydro One will be renewing its existing licence agreement with Parks Canada which is
30	currently in overhold. The limited amendments are restricted to term, rent and any conditions
31	that may arise from its Environmental Assessment to be completed for the project in
32	accordance with the Canadian Environmental Assessment Act.
33	
34	b) No formal application is required. Hydro One has provided Parks Canada with its intent to
35	renew.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 4 Schedule 10 Page 2 of 2

3

d) Hydro One has not yet determined the finalized business arrangement for the ownership
and/or operation of LSL. Therefore, there is no reason at this time to believe that the
arrangement will be contrary to the terms of the licence from Parks Canada which, in any
event, contains a provision for the licensee to obtain consent to a change of the licensee itself
or a change to the ownership of the licensee.

c) Parks Canada is prepared to proceed with the renewal pending the results of Hydro One's
 LSL application.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 4 Schedule 11 Page 1 of 1

1	Vulnerable Energy Consumers Coalition Interrogatory #11
2	
3	Reference:
4	Exhibit C-01-02 Attachment 2
5	
6	Interrogatory:
7	a) Please provide Article 8.01 of the current License Agreement with Parks Canada
8	
9	<u>Response:</u>
10	a) Within the current licence agreement with Parks Canada Article 8.01 is as follows:
11	
12	8.01
13	(a) The Licensee shall submit plans and specifications for any construction, additions
14	and alterations to the Land including any Structures for the approval of the Park
15	Manager, in accordance with but not limited to the current development review
16	process, park management plans, community plans, by-laws, guidelines, approvals,
17	requirements, standards, orders, directives, zoning and such other regulations that are
18	applicable to the Land and such other requirements specified by the Park Manager.
19	
20	(b) Upon approval by the Park Manager of the plans and specifications mentioned in
21	(a), the Licensee shall obtain all necessary permits, licences and approvals and shall
22	within one (1) year of the date of the issuance of all necessary permits, licences and
23	approvals or such longer period of time as the Park Manager may deem warranted,
24	complete the construction, additions and alterations to the Land and any Structures

²⁵ including the remedying of any deficiencies.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 4 Schedule 12 Page 1 of 1

1	Vulnerable Energy Consumers Coalition Interrogatory #12
2	
3	<u>Reference:</u>
4	Exhibit B, Tab 2, Schedule 1
5	
6	Interrogatory:
7	c) Hydro One states that it will install Optical Grown Wire (OPGW) on the proposed LSL.
8	Does Hydro One intend on leasing/renting any "dark fibers" on this line?
9	
10	d) If yes, what is the estimated annual revenue for this ancillary service?
11	
12	Response:
13	c) It is correct that Hydro One intends to install Optical Grown Wire ("OPGW") on the
14	proposed LSL to provide system reliability and monitoring capability. Communications is an
15	integral part of a modern electricity grid, facilitating protection, monitoring and control for
16	the many components that make up the grid. Hydro One's transmission grid has long
17	incorporated real time communications, which has been key to maintaining its exemplary
18	stability and reliability. Optical fiber has many advantages over other communication
19	technologies, making it the preferred equipment by most utilities, deployed by Hydro One
20	over most of its transmission network wherever feasible.
21	
22	As typically Hydro One needs a limited portion of the capacity of a standard fiber-optic
23	cable, marketing of available excess fiber to various third parties usually takes place
24	following installation on an ad-hoc basis at market prices. Such ancillary revenues collected
25	by Hydro One are applied to reduce the rate base and therefore fully benefit ratepayers.
26	Hydro One recognizes that several communities neighbouring LSL currently experience
27	weak or limited telecom connectivity. Therefore, as the project evolves and as per its
28	standard practice, Hydro One will assist with the possibility of optimizing benefits for
29	communities, including First Nations communities, arising from excess fiber capacity, by
30	leasing the excess fiber to an affiliate, or by granting an IRU (indefeasible right of use) to an

 affiliate.

d) The estimated potential ancillary revenues associated with marketing of dark fiber have not
 yet been estimated for LSL. As stated above, any ancillary revenues received by Hydro One
 will be at market rate and would ultimately reduce the rate base and therefore fully benefit
 ratepayers.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 4 Schedule 13 Page 1 of 1

1	Vulnerable Energy Consumers Coalition Interrogatory #13
2	
3	<u>Reference:</u>
4	Exhibit B, Tab 3, Schedule 1
5	
6	<u>Interrogatory:</u>
7	a) Hydro One notes that it will be able to upgrade sections of the LSL to increase east-west
8	capability to 650 MW when the need arises. Please contrast this with, and comment on,
9	NextBridge's proposal and its ability for future expandability. Specifically does Hydro One
10	believe its LSL proposal has better/more economical future expandability than the
11	Nextbridge proposal?
12	
13	<u>Response:</u>
14	a) Hydro One believes the appropriate reference should be Exhibit B, Tab 4, Schedule 1, which
15	states that "The Lake Superior Link Project will provide 450 MW transfer capability in the
16	interim period, increasing to 650 MW when the need arises". Achieving this transfer
17	capability does not require "upgrade sections of the LSL" as stated in the above IR. No
18	upgrade to the LSL will be needed and instead, as stated in Exhibit B, Tab 2, Schedule 1 of
19	EB-2017-0194, "to increase the east-west transfer capability to 650 MW, when the need
20	arises, the following facilities and upgrades will be added in the future:
21	
22	• Install a new +200/-100 Mvar Static Var Compensator (SVC), with its step-up
23	transformer (to 230 kV), at Marathon TS;
24	• Upgrade sections of the existing 115 kV circuits A5A and T1M, which together with
25	other circuits form a parallel path to the East West Tie lines, for a continuous summer
26	rating of 500 A (about 100 MVA),"
27	
28	This applies equally to the Leave-to-Construct applications of both Hydro One and
29	NextBridge.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 5 Schedule 4 Page 1 of 1

School Energy Coalition Interrogatory # 4

3 **Reference:**

- 4 N/A
- 5

1 2

6 Interrogatory:

- 7 Please provide a full project schedule including all major activities, and required regulatory
- 8 approvals, based on assumed leave to construct decision date of January 1, 2019.
- 9

10 **Response:**

¹¹ Please refer to Exhibit I, Tab 1, Schedule 5.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 5 Schedule 5 Page 1 of 1

School Energy Coalition Interrogatory # 5

3 **Reference:**

4 N/A

5

1 2

6 *Interrogatory:*

7 Please provide a similar schedule as requested in SEC-HONI-4, which includes a decision by

8 Parks Canada that Hydro One cannot go through Pukaskwa National Park.

9

10 **Response:**

11 The current schedule is provided in the Table below:

12

TASK	START	FINISH
Submit Section 92 Application to OEB		February 2018
Projected Section 92 Approval	February 2018	January 2019
Execute EPC Contract with SNCL		January 2019
Environment A	ssessment and Consultati	on
Obtain EA Approval from MOECC	January 2018	August 2019 ¹
Ongoing First Nations & Métis Consultation and Consultation with Stakeholders	February 2018	December 2021
Lines C	onstruction Work	
Real Estate Land Acquisition	March 2018	May 2020
Detailed Engineering	March 2018	Oct 2019
Tender and Award Procurement	January 2019	July 2020
Construction	September 2019	November 2021
Commissioning	September 2021	December 2021
In Service		December 2021

¹³ Assumption: Declaration Order approved by MECP Minister

14 Please refer to Attachment 1 for Gantt chart

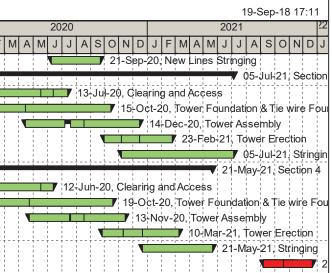
e Superior Link Project Schedule - Alternative Route 2018.08.30 R01		assic WBS Layout_ Finish		
ty ID Activity Name	Duration Start	FILIST	2018 2019 J F M A M J J A S O N D J F M A M J J A S O	ND.
Lake Superior Link Project Schedule - Alternative Route 2018.08.30 R01	1006 14-Feb-18 A	21-Dec-21		
Lake Superior Link Project Schedule	1006 14-Feb-18 A	21-Dec-21		
Project	1006 14-Feb-18A	21-Dec-21		
EA Approval Activities	392 15-Feb-18 A	15-Aug-19		ıg-19, E/
Community & Indigenous Relation Activities	994 01-Mar-18 A	20-Dec-21		9 10, 1
Real Estate	588 15-Feb-18 A	15-May-20		<u>,</u>
LTC	193 23-Apr-18 A	15-Jan-19	tl.€akæntd ©årīstruct	
Major Permits	377 19-Feb-18 A	29-Jul-19	v v - v - v - v - v - v - v - v	19. Maio
Work Permit	367 19-Feb-18 A	15-Jul-19	15-Jul-19	1 I I
Land Use Permit	150 01-Jan-19	29-Jul-19	29-Jul-1	i i i
Engineering	144 16-Mar-18 A	03-Oct-18	03-Oct-18, Engineering	
General Engineering	135 16-Mar-18 A	20-Sep-18	20-Sep-18, General Engineering	
Tower Modeling	114 23-Mar-18 A	30-Aug-18	30-Aug-18, Tower Modeling	
Structure Layout Drawings	119 06-Apr-18 A	19-Sep-18	19-Sep-18, Structure Layout Drawings	
Transmission Line Design	87 08-May-18 A	05-Sep-18	05-Sep-18, Transmission Line Design	
Foundation Design	133 02-Apr-18 A	03-Oct-18	V 03-Oct-18, Foundation Design	
Procurement	607 16-Mar-18 A	10-Jul-20		
Geotechnical Investigation	254 16-Mar-18 A	05-Mar-19	05-Mar-19, Gedtechnic	ical Inv
Survey existing Structure in Park	126 06-Apr-18 A	01-Oct-18	Receite18u6teryReporting Structure in	1 I I
EPC Contract Finalization	30 16-Jan-19	26-Feb-19	26-Fieb-19, EPC Contra	i i i
Tower Steel Procurement	502 10-Aug-18 A	10-Jul-20		
Structural Steel	502 10-Aug-18 A	10-Jul-20		
Mechanical & Grouted Anchor Package	287 13-Aug-18 A	16-Sep-19		-Sep-1
Foundation Procurement	366 06-Aug-18 A	27-Dec-19		
Access Planning	85 01-Jun-18 A	27-Sep-18	Package Renderss PRaning g	
Access Procurement	61 16-Jan-19	10-Apr-19	10-Apr-19, Access	Procu
Camp Package	61 16-Jan-19	10-Apr-19	₩₩₩₩ 10-Apr-19, ¢amp P	Packag
Transmission Line	60 16-Jan-19	09-Apr-19	09-Apr-19, Transmi	i i 7
Conductor	310 20-Aug-18 A	24-Oct-19		24-0
OPGW	212 16-Jan-19	07-Nov-19		07-1
Hardware Procurement	308 22-Aug-18 A			24-0
Steel Wire (OHSW & Guy Wire)	328 20-Aug-18 A	19-Nov-19		1 9
Insulators	291 20-Aug-18 A	27-Sep-19		7-Sep-
Dampers	196 16-Jan-19	16-Oct-19		16-Oc
Connectors	204 16-Jan-19	28-Oct-19		28-0
Construction	536 16-Aug-19	03-Sep-21		
Mobilization	11 16-Aug-19	30-Aug-19	1 30-A	ug-19
Section 1	525 02-Sep-19	03-Sep-21		
Clearing and Access	272 02-Sep-19	15-Sep-20		
Tower Foundation & Tie wire Foundation	221 13-Feb-20	17-Dec-20		
Tower Assembly	158 10-Jun-20	27-Jan-21		
Tower Erection	120 23-Nov-20	19-May-21		
Stringing	163 20-Jan-21	03-Sep-21		
Section 2	268 02-Sep-19	21-Sep-20		
Access	90 02-Sep-19	15-Jan-20		
Tower Foundation & Tie wire Foundation	121 13-Nov-19	11-May-20		
Tower Assembly Tower Erection & Old line re-stringing	71 17-Mar-20 56 28-Apr-20	23-Jun-20 14-Jul-20		
Tower Liection & Ora line re-stringing		14-501-20		<u> </u>

		20	20											20		9-8	Sep	-18	17	7:11	22
Α	Μ	J	J	A	S	0	Ν	D	J	F	Μ	А	Μ	J	J	Α	S	0	Ν	D	J
			1					, , ,		1					1			, , ,			2
																					2
			1		 	1	1	1 1 1		1 1 1					 	1 1 1		1 1 1			₽
val	Ac	tivil	lies		1		1	1		1					 	1		1			
 		4.5	+	÷,	<u>+</u>			<u> </u>								¦		¦			2
1	J	15	+IVIa	ay-2	20,	Re		±sta	ate							1					
nits																					
Perm	it																				
11				÷	÷																
					ļ																
																1		1			
																		1			
+ +																					
				10		-20		-	urc	m	nt					1		1			
on				10-	Ju	-20	, г		ure	inc	FIIL										
							1	1		1								1			
							1	1 1 1										1 1 1			
+ +				10-	Ju	l-20	, Т	pwe	er S	Stee	el P	roc	ure	eme	ent	¦					
	I,			10-	Ju	-20	, S	truc	tur	al	Ste	el			1 1 1	1		1			
hanic										ge						1 1 1		 			
ciril 99;	e € 1	ing	nda	tior	י Pi ¦		ure	me	nt												
$\frac{1}{1}$ $\frac{1}{1}$																					
ondu	uct	or			ļ																
OPC								1		1						1		1			
ardw			Pro	÷ ¢ur	ėm	ent															
), Ste	el	Wi	re (OF	١S١	N 8	G	uy '	Wir	e)					 	1		1			
lator	s					1	1	1 1 1		1 1 1						1 1 1		1 1 1			
mpe	ers				-													 			
onn	ec	tors	5		¦ 		, , ,														
			1	1	1	1		1		1					1		/ ()3-8 ¦	Sep	-21	1, (
ation							1	1							1 1 1						
			1		:	40			0									3-8	Sep)-2°	1, 1
; ;				:	-	15	-36										Ida	tion	۶.	Tie	wi
++	4		+	+	+	+	+											emb			
			1				◄													r Ei	e
			1					1									•	DB +6	age	≻Bl	lai t
			1			2	1-S	ep-	20,	Se	cti	on	2								
an-2				h	0	T _C .		Ec				oт					do	ion			
: :	,					Тоv 20,							le (VICE	7 F (yun	ual	non			
						1-20,							80	ld I	ine	re-	stri	ngi	ng		
- -																					

Filed: 2018-09-24 EB-2017-0364 Exhibit I-5-5 Attachment 1 Page 1 of 2

Lake S	perior Link Project Schedule - Alternative Route 2018.08.30 R01	c	lassic WBS Layou	ut_11	
Activity ID	Activity Name	Duration Start	Finish	2018	2019
				JFMAMJJASONDJ	MAMJJASONDJF M
	New Lines Stringing	75 09-Jun-20	21-Sep-20		
	Section 3	481 02-Sep-19	05-Jul-21		· · · · · · · · · · · · · · · · · · ·
	Clearing and Access	226 02-Sep-19	13-Jul-20		
	Tower Foundation & Tie wire Foundation	196 16-Jan-20	15-Oct-20		
	Tower Assembly	175 14-Apr-20	14-Dec-20		
	Tower Erection	98 29-Sep-20	23-Feb-21		
	Stringing	164 06-Nov-20			
	Section 4	450 02-Sep-19			· · · · · · · · · · · · · · · · · · ·
	Clearing and Access	205 02-Sep-19	12-Jun-20		
	Tower Foundation & Tie wire Foundation	204 08-Jan-20	19-Oct-20		
	Tower Assembly	147 23-Apr-20	13-Nov-20		
	Tower Erection	111 25-Sep-20	10-Mar-21		
	Stringing	101 22-Dec-20	21-May-21		
	Commissioning & Close Out	77 06-Sep-21	21-Dec-21		

Remaining Level of Effort Actual Work Critical Remaining Work Summary	Page 2 of 2	TASK filter: All Activities
Actual Level of Effort Remaining Work Milestone		



© Oracle Corporation

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 5 Schedule 6 Page 1 of 1

School Energy Coalition Interrogatory # 6

1		<u>School Energy Coalition Interrogatory # 6</u>
2		
3	Ref	erence:
4	N/A	
5		
6	<u>Inte</u>	rrogatory:
7	With	respect to the forecast project construction costs:
8		
9		r each material contract that Hydro One has or expects to enter into for construction of the
10	-	oposed project, please provide a) summary of the work to be done, b) status of the contract,
11		type of contract (i.e. fixed price, target price, etc.), d) the basis for contractor selection (i.e.
12		FP, RFQ, sole source, etc.), e) value of the contract, f) the name of the contractor (if
13	av	ailable) g) JT 2.2 category of spending the contract work consists falls under.
14		
15		ease provide the total value of the construction budget that is forecast to be made up of fixed
16	pı	ice contracts.
17		
18		Donse:
19	a) H	lydro One has entered into a fixed price agreement with SNC-Lavalin Inc.
20	a	I I I I I I I I I I I I I I I I I I I
21	b	C v
22		is granted to Hydro One.
23		. The contract is a fixed price contract
24		. Sole source. Market / bench tested
25		. \$547M
26	f	
27	8	
28		Construction, (2) Site Clearing, Preparation & Site Remediation, (3) Material, (4)
29		Construction Management, Engineering & Design
30	1 \ 2	
31	b) S	NC-Lavalin's fixed price contract is \$547M. This encompasses all construction costs.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 5 Schedule 7 Page 1 of 2

School Energy Coalition Interrogatory # 7

1		<u>School Energy Coalition Interrogatory # 7</u>
2		
3	Re	eference:
4	N/.	A
5		
6	In	terrogatory:
7	Wi	th respect to the EPC contact with SNC-Lavalin:
8		
9	,	Please provide a summary of the material terms of the EPC contract and explain on what basis
10		the EPC contract price may change. Please provide specific information regarding terms of
11		the contract which allow for a change in project cost and schedule.
12		
13		In addition to your response to part (a), please provide specific details regarding the
14		methodology for any allowed cost and schedule adjustments related to scope changes or
15		delays.
16		
17		If Hydro One has not signed the contract, what assurances can the Board have that the terms
18		will not change?
19		
20		Please explain how the material terms differ from the Nextbridge/Valard Construction EPC
21		contract.
22		
23	,	Does the contract contain any provisions regarding adjusting the work to be done if Hydro
24		One is not allowed to go through Pukaskwa National Park? If so, please provide details. If
25		not, please explain how Hydro One has forecasted the additional cost regarding the alternative
26		route.
27	D	
28	``	esponse: See undertaking JT2.22 and Exhibit I, Tab 2, Schedule 43 regarding EPC Contract terms and
29 30	a)	conditions.
31		conditions.
32	b)	See undertaking JT2.22 and Exhibit I, Tab 2, Schedule 43 regarding EPC Contract terms and
33	5)	conditions.
34		
35	c)	Hydro One remains committed to the scope definition and Owners Requirements which
36		underpin the EPC contract with SNC-Lavalin, and has not made any changes since the

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 5 Schedule 7 Page 2 of 2

Application's filing; and as demonstrated through interrogatory responses, the EPC price remains unchanged.

3

d) Hydro One and SNC-Lavalin are unable to analyze the material differences in the two 4 contracts due to the heavily redacted versions of the Valard Construction EPC contract. 5 Aside from the terms of the contract, there is a substantial difference in the two Applications, 6 in that only Construction and Site Clearing activities are covered with the Valard contract, as 7 per EB-2017-0182, Exhibit I.B.NextBridge.CCC.8, Page 3. Other major factors such as 8 Materials and Engineering are outside the scope of the Valard contract and are not subject to 9 fixed-price provisions, thereby creating additional accountability interface risks. Hydro 10 One's application has 85% of total construction costs covered by fixed-price EPC, whereas 11 only approximately 60% is covered by fixed-price the EPC contract of NextBridge's 12 application. 13

14

e) Yes, this would be handled through the EPC change mechanism. Please refer to a) above.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 5 Schedule 8 Page 1 of 1

School Energy Coalition Interrogatory # 8

2	
3	<u>Reference:</u>
4	[Motion Hearing JT2.22]
5	
6	Interrogatory:
7	Please file an unredacted copy of the EPC contract.
8	
9	<u>Response:</u>
10	Hydro One filed a redacted version of the EPC contract in the referenced undertaking. Given the
11	competitive and commercial nature of this leave to construct application, Hydro One is not
12	prepared to file the unredacted version of the EPC contract. Hydro One does not believe any
13	further information in the redacted segments of the contract will assist the OEB in determining
14	whether the Project is in the best interest of consumers with respect to price, reliability and
15	quality of service given the fixed price element already discussed. Some additional information
16	regarding EPC contract has been provided at Exhibit I, Tab 2, Schedule 43.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 5 Schedule 9 Page 1 of 1

School I	Energy	Coalition	Interrogatory # 9

1	<u>School Energy Coalition Interrogatory # 9</u>
2	
3	<u>Reference:</u>
4	N/A
5	
6	Interrogatory:
7	SEC seeks to understand what protections for ratepayers Hydro One is willing to include as a
8	condition of being granted leave to construct.
9	
10	a) Would Hydro One be willing, as a condition of having its Lake Superior Link project being
11	granted leave to construct, that the final construction costs that can be passed onto ratepayers
12	in rates is capped at the forecast construction budget?
13	
14	b) If yes, please provide the specific terms of the conditions that it believes are reasonable,
15	including exclusions, if any, it believes must be included. Please provide the rationale for any
16	proposed exclusions.
17	
18	c) If not, please explain why.
19	
20	<u>Response:</u>
21	a) Please refer to Exhibit I, Tab 1, Schedule 18.
22	
23	b) Please refer to Exhibit I, Tab 1, Schedule 18.
24	
25	c) Not applicable.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 5 Schedule 10 Page 1 of 1

School Energy Coalition Interrogatory # 10

1		<u>School Energy Coalition Interrogatory # 10</u>
2		
3	Re	eference:
4	N/.	A
5		
6	In	terrogatory:
7 8	Wi	ith respect to necessary regulatory approvals for the Lake Superior Link:
9 10 11 12	a)	What is the latest date Hydro One requires the necessary environmental assessment approval(s) to bring the project in-service on the date forecast of December 2021 to stay within the forecast construction budget.
13 14 15	b)	Please provide the average incremental cost for each month delay in receiving the necessary environmental assessment approval to bring the project in-service by December 2021.
16 17 18	c)	What is the latest date Hydro One requires the necessary environmental assessment approval(s) to bring the project in-service by December 2022.
19 20 21 22	d)	Please provide the average incremental cost for each month delay in receiving the necessary environmental assessment approval to bring the project in-service by no later than December 2022.
23	Re	esponse:
24 25		Please refer to Exhibit I, Tab 1, Schedule 7.
26 27 28	b)	Please refer to Exhibit I, Tab 1, Schedule 7 for a total project cost impact for scenario delays of 1, 3, 5, and 12 months.
29 30	c)	Please refer to Exhibit I, Tab 1 Schedule 7.
31	d)	Please refer to Exhibit I, Tab 1, Schedule 7.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 5 Schedule 11 Page 1 of 1

1	School Energy Coalition Interrogatory # 11
2	
3	<u>Reference:</u>
4	[CCC-8 Table 2; Motion Hearing, JT 2.2]
5	
6	Interrogatory:
7	Please provide the full calculation of the forecast interest during construction component of the
8	construction budget.
9	
10	<u>Response:</u>
11	The calculation is based on the following equation:
12	(Sum of capital expenditure prior to current month minus rate base additions) x annual
13	capitalized interest rate / 12
14	
15	Attachment 1 provides the forecast interest during both:
16	• Development Phase (assumed LTC approval in January 2019)

• Construction Phase (from February 2019 until December 2021)

Filed: 2018-09-24 EB-2017-0364 Exhibit I-5-11 Attachment 1 Page 1 of 1

Lake Superior Link Interest During Construction

Development Phase	Monthly Total	Cumulative
	2018	
May	465	465
June	1,789	2,254
July	6,059	8,313
August	9,684	17,997
September	16,548	34,545
October	25,998	60,543
November	36,442	96,985
December	47,168	144,153
	2019	
January	54,521	198,674
Construction Phase		
February	65,840	65,840
March	198,554	264,394
April	207,430	471,824
May	250,808	722,633
June	296,149	1,018,782
July	326,232	1,345,014
August	394,937	1,739,951
September	433,800	2,173,751
October	510,910	2,684,661
November	630,630	3,315,291
December	715,663	4,030,954
	2020	
January	762,438	4,793,393
February	809,986	5,603,379
March	954,854	6,558,233
April	1,143,941	7,702,174
May	1,269,941	8,972,114
June	1,356,286	10,328,401
July	1,475,137	11,803,538
August	1,572,600	13,376,138
September	1,679,143	15,055,281
October	1,771,331	16,826,612
November	1,876,536	18,703,148
December	1,961,255	20,664,403
	2021	
January	2,046,023	22,710,425
February	2,104,909	24,815,334
· · ·		
March	2,169,215	26,984,549
April	2,200,062	29,184,610
May	2,362,761	31,547,372
June	2,420,493	33,967,864
July	2,478,445	36,446,310
August	2,510,089	38,956,398
September	2,541,896	41,498,294
October	2,399,343	43,897,637
November	0	43,897,637
December	0	43,897,637

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 5 Schedule 12 Page 1 of 1

School Energy Coalition Interrogatory # 12

1		<u>School Energy Coalition Interrogatory # 12</u>
2		
3	Re	eference:
4	[M	otion Hearing, Technical Conference UT Responses]
5		
6	In	terrogatory:
7	Ple	ease update the following undertaking responses (as necessary):
8	a)	JT 2.2
9	b)	JT 2.5
10	c)	JT. 2.6
11	d)	JT 2.8
12	e)	JT 2.17
13	f)	JT 2.19
14		
15	Re	esponse:
16	a)	Please refer to Exhibit I, Tab 1, Schedule 14, Attachments 2 and 3.
17		
18	b)	An update to the schedule provided as JT2.5 is included in Exhibit I, Tab 1, Schedule 14,
19		Attachment 1.
20		
21	c)	All material Parks Canada correspondence after the original undertaking response regarding
22		the License Renewal is included in Exhibit I, Tab 1, Schedule 14, Attachment 5.
23		
24	d)	All material Parks Canada correspondence since the last undertaking response is included in
25		Exhibit I, Tab 1, Schedule 14, Attachments 4 and 5.
26		
27	e)	Please refer to Exhibit I, Tab 2, Schedule 6.
28		
29	f)	No further business cases or approval documents have been provided to the management
30		team. Refer to Exhibit I, Tab 2, Schedule 3 for updates provided to the Hydro One Board of
31		Directors.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 5 Schedule 13 Page 1 of 1

1	School Energy Coalition Interrogatory # 13
2	
3	<u>Reference:</u>
4	[Motion Hearing, JT 2.21]
5	
6	<u>Interrogatory:</u>
7	With respect to the cost comparison table Hydro One prepared, Hydro One has forecast
8	substantially lower land right costs compared to Nextbridge.
9	
10	a) Please provide further details regarding the instruments it is considering.
11	
12	b) It is not clear from the explanation what is the driver of the lower land rights costs are as
13	compared to Nextbridge. Please provide further details.
14	
15	<u>Response:</u>
16	a) Please refer to Exhibit I, Tab 1, Schedule 10.
17	
18	b) Please refer to Exhibit I, Tab 1, Schedule 10.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 5 Schedule 14 Page 1 of 1

1	<u>School Energy Coalition Interrogatory #14</u>
2	
3	<u>Reference:</u>
4	[Motion Hearing, JT 2.21]
5	
6	Interrogatory:
7	Please provide a breakdown of First Nation and Métis Participation costs.
8	
9	<u>Response:</u>
10	Please refer to Exhibit I, Tab 1, Schedule 10
11	Please refer to Exhibit I, Tab 1, Schedule 11
12	Please refer to Exhibit I, Tab 2, Schedule 38

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 5 Schedule 15 Page 1 of 1

School Energy Coalition	Interrogatory #15
Denoor Liner Sy Countroll	interiogatory // 15

1		<u>School Energy Coalition Interrogatory #15</u>
2		
3	Re	eference:
4	[M	otion Hearing, JT 2.30]
5		
6	In	terrogatory:
7	Wi	th respect to Hydro One's Monte Carlo simulation:
8		
9	a)	Did Hydro One undertake a similar Monte Carlo simulation with respect to cost? If so, please
10		provide a copy of the results.
11		
12	b)	Please provide a list of the full inputs into the Monte Carlo simulation, including the numeric
13		likelihood and consequence of occurrence values.
14		
15	c)	Please explain how Hydro One identified the risks, and determined their values.
16		
17	Re	esponse:
18	a)	Please refer to Exhibit I, Tab 1, Schedule 13
19		
20	b)	Please refer to Exhibit I, Tab 1, Schedule 13.
21		
22	c)	Hydro One identified the risks by holding Risk Workshops among Subject Matter Experts.
23		These SMEs have also provided cost estimates for identified work as well as risk.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 5 Schedule 16 Page 1 of 1

School Energy Coalition Interrogatory # 16

3	Reference:
3	ΛΓΙΓΙ ΓΠΙΓ.

- 4 N/A
- 5

- 6 Interrogatory:
- 7 Please provide any risk registers that have been developed for the project.
- 8
- 9 **Response:**
- ¹⁰ Please refer to Exhibit I, Tab 1, Schedule 13, Attachment 1.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 5 Schedule 17 Page 1 of 1

School Energy Coalition Interrogatory # 17

2		
3	Re	eference:
4	[M	lotion Hearing, JT 2.2]
5		
6	In	terrogatory:
7	Wi	th respect to the forecast First Nation and Métis Participation costs:
8		
9	a)	Please provide a breakdown of those costs.
10		
11	b)	Footnote 2 suggests that this category includes costs that would otherwise have been incurred
12		if not for First Nation and Metis participation. Please provide a revised version of the table
13		included in JT 2.2, including in the First Nation and First Nation and Metis participation only
14		incremental costs related to First Nation and First Nation and Metis participation in the
15		project.
16		
17		esponse:
18	a)	Please refer to Exhibit I, Tab 1, Schedule 10, Exhibit I, Tab 1, Schedule 11, and Exhibit I,
19		Tab 2, Schedule 38.
20		
21	b)	
22		Tab 2, Schedule 38.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 5 Schedule 18 Page 1 of 1

School Energy Coalition Interrogatory # 18

3	Reference:

4 N/A

5

1 2

6 Interrogatory:

Please confirm Hydro One is only seeking leave to construct approval for its preferred route
through Pukaskwa National Park. If so, please confirm that if the approval is not granted by
Parks Canada then Hydro One would need to seek a variance of any leave to construct approval.

10

11 **Response:**

Hydro One is seeking approval to construct the route through Pukaskwa National Park. As identified, in Exhibit I, Tab 1, Schedule 20, the OEB typically requires, as a condition of approval, that the Applicant advise the Board's designated representative of any proposed material change in the Project, including, but not limited to, material changes in the proposed route, construction techniques, construction schedule, restoration procedures, or any other material impacts of construction. Hydro One would inform the OEB of any material changes and await OEB direction.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 5 Schedule 19 Page 1 of 1

School Energy Coalition Interrogatory # 19

3	Reference:

- 4 N/A
- 5

1 2

6 Interrogatory:

7 Please provide Hydro One's views on the IESO's Addendum to the Updated Needs Assessment.

8

9 **Response:**

10 The projected system costs of a delay to the in-service date are strongly affected by the

availability and cost of the Northwest generation resources and the imports, for which the IESO

has the knowledge. Given this fact, in Hydro One's view, the IESO assumptions and findings in

the Addendum to the 2017 Updated Needs Assessment [IESO's June 29, 2018, report] are

14 reasonable.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 5 Schedule 20 Page 1 of 1

1	School Energy Coalition Interrogatory # 20
2	
3	<u>Reference:</u>
4	[Exhibit B-7-1]
5	
6	Interrogatory:
7	With respect to the forecast OM&A costs:
8	
9	a) Please breakdown the forecast OM&A costs for the project into the following: i) operations
10	& maintenance, and ii) administration costs.
11	
12	b) Please explain the basis for the OM&A costs forecast including all assumptions made.
13	
14	<u>Response:</u>
15	a) Please refer to Exhibit I, Tab 1, Schedule 8 and 9.
16	

b) Please refer to Exhibit I, Tab 1, Schedule 8 and 9.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 5 Schedule 21 Page 1 of 2

School Energy Coalition Interrogatory # 21

2

1

3 **Reference:**

- 4 [Exhibit B-7-1]
- 5

6 Interrogatory:

7 Please provide a more detailed breakdown of the forecast construction costs.

8

9 **Response:**

¹⁰ More detailed breakdown of the updated construction cost is shown in Figure 1 below

Category / Sub-item	Cost k\$	Item Total k\$
SNC-Lavalin EPC Fixed Price		
Construction		
- Foundation Installation		
- Transmission Installation		
- Indirects		
- Field Management		
Other Costs (EPC Insurance & Bonds)		
Site Clearing, Preparation & Site Remediation		
- Clearing & Access		
- Remediation & Restoration		
- First Nation and Metis Participation		
- Environmental Mitigation		
Material		
- Lattice Towers		
- Foundations		
- Hardware		
- Conductor & Wires		
Construction Management, Engineering, Design & Procurement		
EPC Construction Phase Sub Total		542,657
Hydro One Costs		
Project Management		
Real Estate / Land Rights		
First Nations & Métis Consultations		
Other Consultations		

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 5 Schedule 21 Page 2 of 2

Environmental Approval	
Owner Engineering Review	
T1M Relocation	
Contingency	
Interest During Construction("IDC")	
Overhead	
Hydro One Sub Total	82,143
Total Construction Cost	624,800

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 5 Schedule 22 Page 1 of 2

1	School Energy Coalition Interrogatory # 22	
2		
3	Reference:	
4	[Exhibit B-9-1, Table 1]	
5		
6	Interrogatory:	
7	With respect to the discounted cash flow analysis:	
8		
9	a) Please revise the analysis to include the costs identified in the IESO's Addendum to the	e
10	Updated Needs Assessment.	
11		
12	b) [Attachments 1-4] In providing your response to part (a), please provide revised attachment	S
13	detailing the calculation. Please also provide the spreadsheet used in creating thos	e
14	attachments with all formulas intact.	
15		
16	Response:	
17	a) Exhibit B-9-1, Table 1 has been updated utilizing the costs identified in Table 2 Summary of	f
18	Potential Cost of Delay to In-Service Date (2020 - 2024) in the IESO's Addendum to the	e
19	Updated Needs Assessment.	
20		
21	Note: the capacity costs are considered to be OM&A expenditures. The costs, in Table 2 of	f
22	the IESO's report, which were provided in 2017 dollars, have been inflated by 2% a	.S
23	provided below:	
24		
	Total Potential Cost of Delay Costs Assumed in	

Year	Total Potential Cost of Delay (2017\$ millions) as per page 5 of Report	Inflation factor	Costs Assumed in interrogatory response
2020	17	106.1%	18.0
2021	19	108.2%	20.6

	2016	2018
Hydro One without cost of delay	(586.8)	(583.5)
Hydro One including cost of delay to 2021	(601.9)	(598.7)
Impact	(15.1)	(15.2)
NextBridge without cost of delay	(736.1)	(732.8)
NextBridge including cost of delay to 2020	(749.4)	(746.0)
Impact	(13.3)	(13.2)
Variance between Hydro One and Nextbridge	147.5	147.3

 Table 1: Comparison of Discounted Cash Flow (\$ million)

2

1

Including this IESO costs would only close the NPV variance between the Hydro One solution and Nextbridge solution by approximately \$2M; the Hydro One solution would still be nearly \$150M superior from an NPV perspective <u>even when including the IESO total</u> <u>potential cost of delay</u>.

7

8 Note this analysis assumes that Nextbridge is still able to meet its target in-service date 9 within the budget it had previously forecast in their original application; which Nextbridge 10 has indicated would not be feasible based on their communication with the OEB within this 11 proceeding¹.

12

b) Please see excel file. The inputs have been preset to Hydro One's Lake Superior Link offer
 utilizing 2018 rates and cost of capital.

¹ EB-2017-0364 – Exhibit JT 1.25 – May 25, 2018

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 5 Schedule 23 Page 1 of 1

School Energy Coalition Interrogatory # 23

1 2

3 **Reference:**

- 4 [Exhibit B-9-10]
- 5
- 6 Interrogatory:
- 7 Please confirm that Hydro One is not seeking approval for the creation of a deferral account for
- 8 the project at this time.
- 9
- 10 **Response:**
- 11 Confirmed.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 5 Schedule 24 Page 1 of 1

School Energy Coalition Interrogatory # 24

2	
3	Reference:
4	[EB-2011-0140, EWT LP Response to Board Interrogatory 26 to All]
5	
6	Interrogatory:
7	Please provide a revised version of the Construction Activity Table (p.2 of the interrogatory
8	response), by adding a column for the forecast project capital costs contained in the application.
9	Please provide an explanation of any material differences in costs.
10	
11	<u>Response:</u>
12	Please refer to Exhibit I, Tab 2, Schedule 11.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 5 Schedule 25 Page 1 of 1

School Energy Coalition Interrogatory #25

3	Reference:

4 N/A

5

1 2

6 Interrogatory:

Does Hydro One believe that Nextbridge's proposed forecast costs for its East-West Tie project
are reasonable, as opposed to simply being higher than its forecast costs for the project? If it does
not believe the costs are reasonable, please explain why not.

10

11 **Response:**

¹² The tests the OEB considers under s.92 of the OEB Act, evaluating projects for price, reliability

quality of electricity service and the promotion of the use of renewable energy sources, are clear

¹⁴ for the OEB to determine which of the two applications meets the tests. Hydro One believes its

application meets all these requirements and provides further price benefits to Ontario's
 ratepayers.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 5 Schedule 26 Page 1 of 2

School	Energy	Coalition	Interrogatory #26

2					
3	Reference:				
4	[Motion Hearing, JT2.20, JT2.23; JT2.25]				
5					
6	In	terrogatory:			
7	Wi	th respect to Hydro One's by-pass route cost forecast:			
8					
9	a)	Please confirm that this by-pass route is the same route proposed by Nextbridge.			
10					
11	b)	Please explain how Hydro One forecast these costs.			
12	,				
13	c)	Hydro One states in JT 2.20 that the cost estimate is the "best estimate at this point in time,			
14	-)	and the proposed solution has not been detailed to the same level as what was filed as part of			
15		the s.92 application". What is the AACE classification of the bypass-route?			
16					
17	d)	Please provide a similar table as shown in JT2.25 showing the accuracy range and			
18	α)	upper/lower cost bounds for the estimate.			
19					
20	e)	In JT2.25, Hydro One states that incremental cost for the EPC contract for the bypass route is			
20	0)	\$37M for total cost of \$583M. Is this a Hydro One estimate, or is it one that has been			
22		estimated by SNC-Lavalin?			
22					
24	Re	esponse:			
25	a)	The bypass route is meant to reflect the same route proposed by NextBridge.			
26	u)	The oppuss route is meant to reflect the same route proposed of reflectinger			
27	b)	The route was ascertained from information publicly available from NextBridge's route,			
28	0)	including their s. 92 and EA applications. As Hydro One LiDAR assessments and detailed			
29		engineering or consultations have not been performed on this route, the estimate was a			
30		parametric exercise using the unit rates derived from the rest of the line.			
31					
32	c)	This portion of the route would be assessed as an AACE Class 4 estimate.			

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 5 Schedule 26 Page 2 of 2

1 d) See table below:

2

Component and Accuracy	Accuracy	Nominal		Lower		Upper	
EPC Contract Fixed-Price	-3% to +5%	\$	585,000	\$	567,000	\$	614,000
Interest During Construction	EPC: +/-5% Non-EPC: +/-15%	\$	45,000	\$	40,000	\$	51,000
All other Costs	+/-15%	\$	48,000	\$	41,000	\$	55,000
Total Project	-5% to +6%	\$	681,688	\$	647,603	\$	722,589

3

e) The estimated EPC incremental costs have been jointly developed by Hydro One and SNC-

5 Lavalin.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 5 Schedule 27 Page 1 of 3

School Energy Coalition Interrogatory #27

1		<u>School Energy Coalition Interrogatory # 27</u>			
2					
3	Re	eference:			
4	[Hydro One Letter to the Board, June 27 2018, Attachment]				
5					
6	In	terrogatory:			
7	Wi	th respect to the Hydro One Stations Application:			
8					
9	a)	Please provide a copy of the email referenced in the June 27th letter to Ms. Majerovich			
10		(MOECC).			
11					
12	b)	Please provide copies of all written communications and summaries of any verbal			
13		communications, between Hydro One, MOECC/MECP, and any other government ministry			
14		or agency regarding the environmental assessment process of the Marathon Transformer			
15		Station Expansion, since June 27th.			
16					
17	c)	Please explain the implications of the position taken by MOECC/MECP as quoted in Hydro			
18		One's July 27, 2018 letter with respect to the construction schedule for the Marathon			
19		Transformer Station Expansion, on i) the in-service date of both the Nextbridge's East-West			
20		Tie Line, ii) the in-service date of the Hydro One's Lake Superior Lake project, iii) cost of			
21		the project.			
22	•				
23	d)	Please provide the full development and construction schedule for the Marathon Transformer			
24		Station Expansion as originally contemplated in the Hydro One Stations Application.			
25	,				
26	e)	Please provide a revised development and construction schedule for the Marathon			
27		Transformer Station Expansion based information provided by MOECC/MECP.			
28	0				
29	I)	What is the latest date that Hydro One requires the necessary environmental assessment			
30		approval(s) to bring the Marathon Transformer Station Expansion in-service to allow the			
31		Nextbridge East-West Tie Line to be in-service by its forecast in-service date.			
32		What is the latest date that Huden One mentions the measurement and in the latest			
33	g)	What is the latest date that Hydro One requires the necessary environmental assessment			
34		approval(s) to bring the Marathon Transformer Station Expansion in-service to allow the			
35		Hydro One Lake Superior Link project to be in-service by its forecast in-service date.			

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 5 Schedule 27 Page 2 of 3

h) Please discuss any incremental costs related to a delay in necessary environmental
 assessment approval(s) for the Marathon Transformer Station Expansion on the ability in
 meeting the forecast in-service date of both the Nextbridge East-West Tie Line and Hydro
 One Hydro One Lake Superior Link project.

Response:

- a) The Hydro One June 27, 2018 letter to the Board and the May 15, 2018 email from Ms.
 Majerovich are included in Exhibit I, Tab 1, Schedule 14, Attachment 3.
- b) Please refer to Exhibit I, Tab 1, Schedule 14, Attachment 3. Note that Hydro One and
 NextBridge have been working collaboratively with MECP in requesting them to reconsider
 their position of linking the further permits and approvals for the station expansion class EA
 with the East-West Tie line individual EA and further discussions are intended.
- 15 C)

14

5

6

9

- i) In order to meet the December 2020 in-service date of NextBridge's East-West Tie Line,
 construction work at Marathon Station was to have commenced in July 2018. Assuming
 the NextBridge Individual EA is approved by or before January 2019, an in-service date of
 December 2021 can be achieved for the East-West Tie Line.
- 20

23

- ii) Assuming the NextBridge Individual EA is approved by December 2018, an in-service date
 of December 2021 can be achieved for the Lake Superior Link.
- iii) With respect to the delays described above, the cost of the station expansion project will
 increase. The incremental costs are dependent on the length of the delay in proceeding
 with activities approved under the station Class EA, which MECP has suggested would be
 contingent on the East-West Tie Line Individual EA approval.
- 28
- d) Please see Attachment 1 to this interrogatory, which outlines the original schedule with a
 July 2018 start and a December 2020 ISD.
- 31

e) Assuming approval of all required EAs by December 2018, Hydro One will be able to
 complete the Marathon TS Expansion to connect and in-service the EWT line or the LSL by
 December 2021. Please refer to Attachment 2 of this interrogatory for the associated
 schedule.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 5 Schedule 27 Page 3 of 3

f) The Class EA process completion date of July 4, 2018, would have allowed Hydro One to
bring the Marathon TS Expansion in-service by its forecast in-service date. As a result of the
current delays, Hydro One will not be able to bring Marathon TS Expansion in-service by
December 2020 to allow the NextBridge EWT Line to be in-service by its previously forecast
in-service date. All required EA approvals would have had to be in place by August 15,
2018 to meet the December 2020 in-service date.

7

g) The approval of all required EAs by January, 2019, is required to allow Hydro One to bring
the Marathon TS Expansion in-service by its forecast in-service date of December 2021,
Attachment 2. Any further compression of this schedule would result in additional cost and
would require further study to quantify impacts.

12

h) Please refer to answer to question c) iii) above.

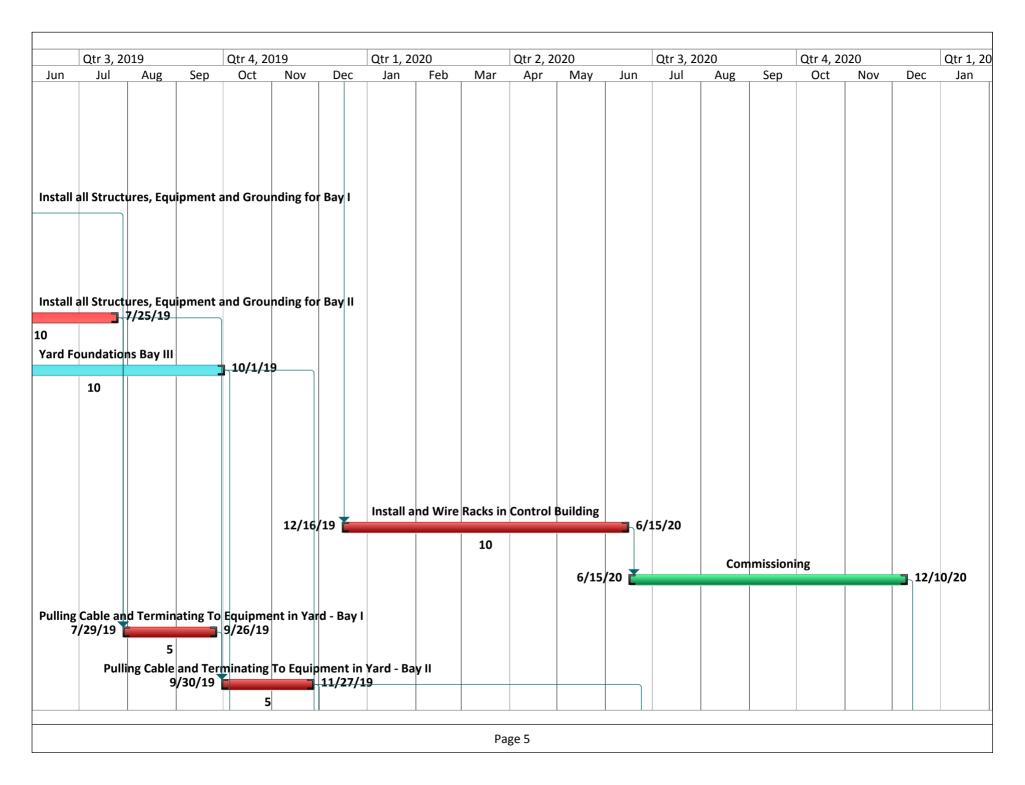
Filed: 2018-09-24 EB-2017-0364

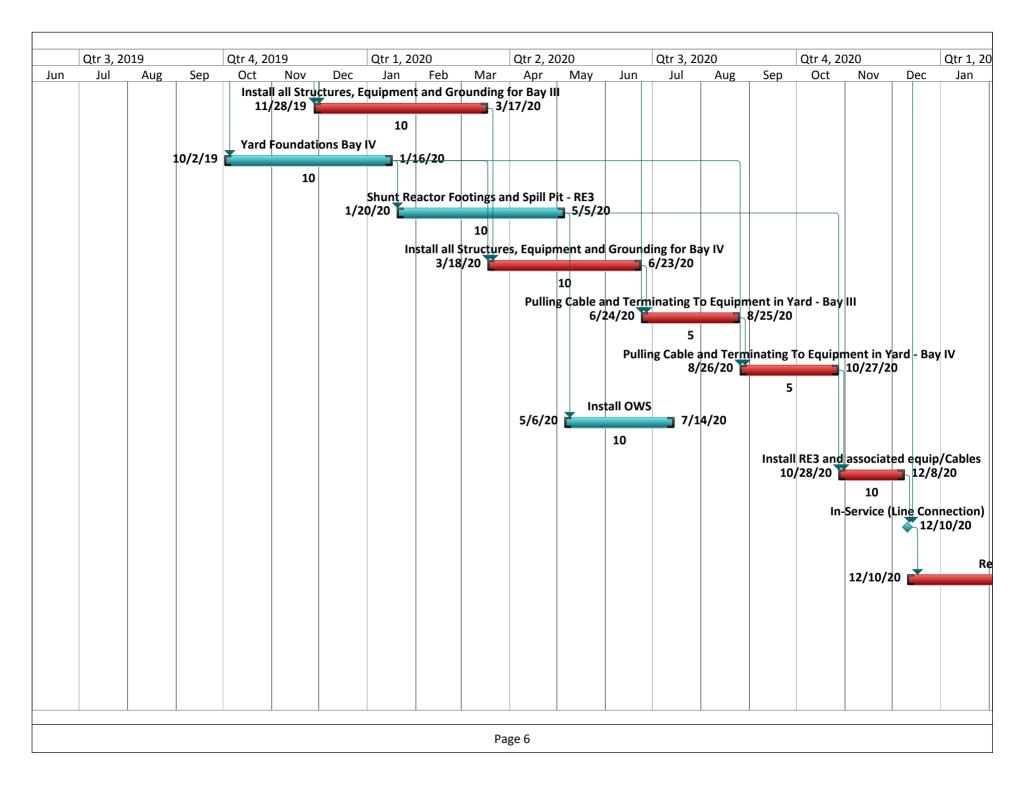
ID	0	ID	Start	Finish	Duration												tachment
						Qtr 3, 2			Qtr 4, 20			Qtr 1, 2019			Qtr 2, 20)19 Pa	Page 1 of
1		1	Mon 7/16/18	Wed 5/5/21	543.55 days	Jun Jul 7/16/18	Aug	Sep	Oct	Nov Ma	Dec arathon	Jan TS - East -	Feb West Tie	Mar e	Apr	May	Jun
2		2	Mon 7/16/18	Mon 7/16/18	0 days	EA/S92 Appr	ovals 16/18										
3		3	Mon 5/13/19	Sat 12/14/19	119.55 days										5/13/	19	New (
4		4	Mon 7/16/18	Mon 7/16/18	0 days	CN SC Sta	rt 16/18										
5		5	Mon 7/16/18	Tue 7/17/18	2 days	Mob to Si 7/16/18 📺 7/ 10											
6		6	Wed 7/18/18	Wed 8/15/18	16 days	Yard 7/18/18	Setup 8/1	5/18									
7		7	Wed 7/18/18	Wed 8/15/18	16 days		Power	5/18									
8		8	Thu 8/16/18	Thu 9/6/18	12 days	Sta 8/16	tion Entra /18	ince Roa 9/6/1	d 18								
9		9	Thu 8/16/18	Wed 10/21/20	424 days	8/16	/18					Cable T					
10		10	Mon 9/10/18	Tue 12/11/18	53 days		9/10/1	Yaro 8	Foundat	tions Bay	I 12/1						
11		11	Thu 7/19/18	Thu 9/27/18	38.55 days	Shack 7/19/18	Lake Rd I	Relocatio									
12		12	Tue 8/7/18	Fri 8/31/18	15.55 days		ree Clear		8								

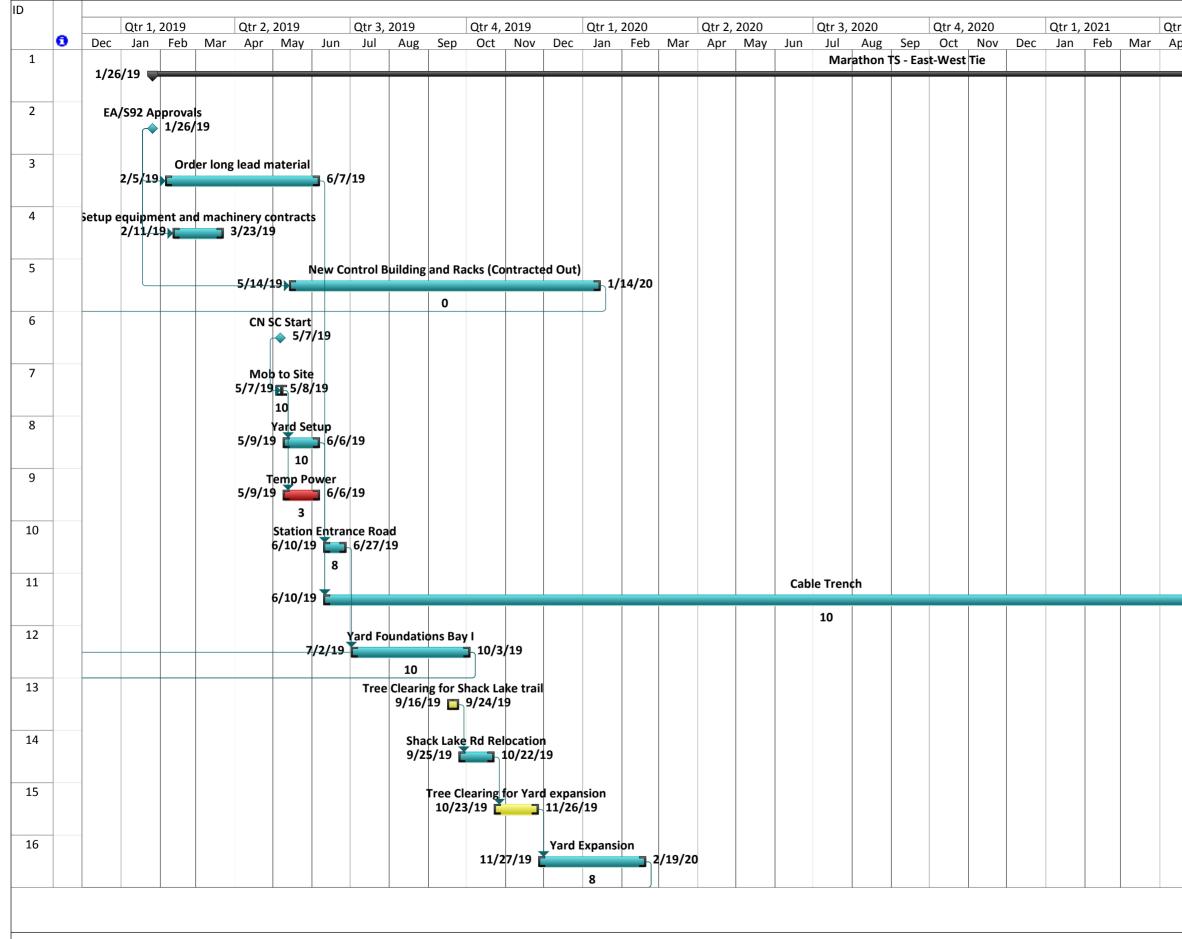
ID		ID	Start	Finish	Duration		Qtr 3, 2	019		0+r 1 20	Qtr 4, 2018		Otr	r 1, 2019			Otr	2, 201		
	0					Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ja		Feb	Mar	Qtr Ap		May	Jun
13		13	Tue 9/4/18	Wed 1/9/19	65 days			9/4/18			xpansior 8			1/9/1						
14		14	Thu 1/10/19	Mon 1/14/19	2 days							M 1/10/:	lob to 19	Site 1/14	/19					
15		15	Tue 1/15/19	Thu 4/18/19	54 days						Ins	stall all 9 1/15	Struct /19	ures,		ment an 10	d Gro	undin 4/1	ng for Ba .8/19	ay I
16		16	Tue 1/15/19	Wed 4/17/19	53 days							1/15	/19	Yard	Found	ations 10	Bay II	4/1:	7/19	
17		17	Thu 4/18/19	Thu 7/25/19	54 days											Install a	ll Struc 8/19	tures	i, Equip	ment ai 10
18		18	Thu 4/18/19	Tue 10/1/19	90 days											4/1	8/19	Ê		ard Fou
19		19	Thu 1/10/19	Wed 2/13/19	20 days							1/10/ 2	19 🎽	encir 5	ng 2/	13/19				
20		20	Thu 2/14/19	Wed 2/27/19	7 days								2	Fer	nce Re 9	moval 2/27/:	19			
21		21	Mon 12/16/19	Mon 6/15/20	93.55 days										4					
22		22	Mon 6/15/20	Thu 12/10/20	99 days															
23		23	Mon 7/29/19	Thu 9/26/19	34 days														Pulli	ing Cabl
24		24	Mon 9/30/19	Wed 11/27/19	34 days															
								Page	2											

)		ID	Start	Finish	Duration		0+= 2 - 2	010		Otr 4 2	010		Otr 1 2	010		Otr 2 2	010	
	0					Jun	Qtr 3, 2 Jul	018 Aug	Sep	Qtr 4, 2 Oct	018 Nov	Dec	Qtr 1, 2 Jan	019 Feb	Mar	Qtr 2, 2 Apr	May	Jun
25		25	Thu 11/28/19	Tue 3/17/20	54 days	Jun							Jun			Αμ		Jun
26		26	Wed 10/2/19	Thu 1/16/20	53 days													
27		27	Mon 1/20/20	Tue 5/5/20	60 days													
28		28	Wed 3/18/20	Tue 6/23/20	54 days													
29		29	Wed 6/24/20	Tue 8/25/20	34 days													
30		30	Wed 8/26/20	Tue 10/27/20	34 days													
31		31	Wed 5/6/20	Tue 7/14/20	38 days													
32		32	Wed 10/28/20) Tue 12/8/20	24 days													
33		33	Thu 12/10/20	Thu 12/10/20	0 days													
34		34	Thu 12/10/20	Wed 4/14/21	61 days													
35		35	Wed 4/14/21	Tue 4/27/21	7 days													
36		36	Tue 4/27/21	Wed 5/5/21	5 days													

	Qtr 3, 20	N1 0		Qtr 4, 20	010		Qtr 1, 20	120		Qtr 2, 2	020		Qtr 3, 20	120		Qtr 4, 2	020		Qtr 1, 20
Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
							West Tie												
New Co	ntrol Buil	lding and		Contracte	d Out)	12/	14/19												
		c	able Trei	nch															
			40													1	0/21/20		
			10																
						-			Ρэ	ge 4			-			-			-



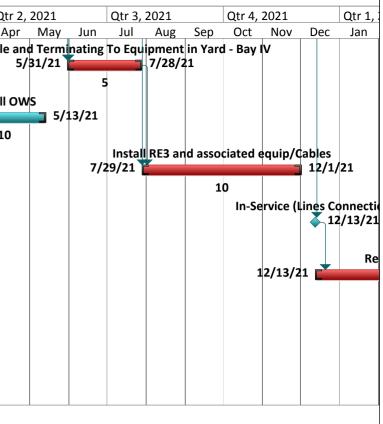




r 2,	2021		Qtr 3, 3			Qtr 4,			Qtr 1,
pr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
							Filed: 2 EB-20 Exhibit	2018-0 17-036 t I-5-27 ment 2 1 of 3	9-24 4
				/	2/24				
				8/1	2/21				

0 Dec. Jan Feb. Mar. Apr. May. Jun. Jul. Aug. Sep. Oct. Nov. Dec. Jan Feb. Mar. Apr. May. Jun. Jul. Aug. Sep. Oct. Nov. Dec. Jan Feb. Mar. Apr. May. Jun. Jul. Aug. Sep. Oct. Nov. Dec. Jan 1 Augusta statutures: A guinement and Grounding for Bay III. Jul. Aug. Sep. Oct. Nov. Dec. Jan Feb. Mar. Apr. May. Jun. Jul. Aug. Sep. Oct. Nov. Dec. Jan Feb. Mar. Apr. May. Jun. Jul. Aug. Sep. Oct. Nov. Dec. Jan 1 Jul. Aug. Sep. Oct. Nov. Dec. Jan Feb. Mar. Apr. May. Jun. Jul. Aug. Sep. Oct. Nov. Dec. Jan Feb. Mar. Apr. May. Jun. Jul. Aug. Sep. Oct. Nov. Dec. Jan 1 Jul. Aug. Sep. Oct. Nov. Dec. Jan Feb. Mar. Apr. May. Jun. Jul. Aug. Sep. Oct. Nov. Dec. Jan Feb. Mar. Apr. May. Jun. Jul. Aug. Sep. Oct. Nov. Dec. Jan 1 Jul. Aug. Sep. Oct. Nov. Dec. Jan Feb. Mar. Apr. May. Jun. Jul. Aug. Sep. Oct. Nov. Dec. Jan Feb. Mar. Apr. May. Jun. Jul. Aug. Sep. Oct. Nov. Dec. Jan 1 Jul. Aug. Sep. Oct. Nov. Dec. Jan Feb. Mar. Apr. May. Jun. Jul. Aug. Sep. Oct. Nov. Dec. Jan Feb. Mar. Apr. May. Jun. Jul. Aug. Sep. Oct. Nov. Dec. Jan 1 Jul. Aug. Sep. Oct. Nov. Dec. Jan Feb. Mar. Apr. May. Jun. Jul. Aug. Sep. Oct. Nov. Dec. Jan Feb. Mar. Apr. May. Jun. Jul. Aug. Sep. Oct. Nov. Tec. Jul. Jul. Jul. Jul. Jul. Jul. Jul. Jul	D																										1			1									
1/2/20 1/2/20		~																					-																Qtr 1
14/249g (19/19/95 in chall all structures, forgement and Growening for Ray II 1/22/20 1/2/20		U	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug				Dec	Jan F	eb M	lar Ap	or Ma	y Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jar
12/12/20 12/22/20 10/7/3 ***********************************	17										1																												
20/7/3 20/7/2 20/													10																										
20/7/3 20/7/2 20/	18										Install		cturos I	Fauina	nont and	Cround		av I																					
10 10 10 10 10 10 10 10 10 10	10										Instan	10/7/1	9	Equipii	nent and		22/20	ayı																					
2/2/2/2 10 10 2/2/2/20 10 2/2/2/20 10 2/2/2/20 10 2/2/2/20 10 2/2/2/20 10 2/2/2/20 10 10 2/2/2/20 10 10 2/2/2/20 10 10 10 2/2/2/20 10 10 10 10 10 10 10 10 10 1														1	10		· [
10//13 10 10 12/22/02 12/22/02 10 12/22/02 10 10 10 10 10 10 10 10 10 10	19												Yard		-	av II																							
Instal all Structures, Equipment and Grounding for Bay II 1/2/20 10 10 2/20/20 10 10 2/20/20 10 10 2/20/20 10 10 2/20/20 10 10 2/20/20 10 10 1/14/20 10 10 10 10 10 10 10 10 10 10												10/7/1	9		1	1/2	1/20																						
10 10 10 10 10 10 10 10 10 10														1	LO																								
10 10 10 10 10 10 10 10 10 10	20													Insta	all all Str	uctures, E	quipme	ent and G	Groundi	ing for E	Bay II																		
2/2/2/2 2/2/2/															1/22	/20			4/2	8/20																			
2/20/20 10 2/20/20 5 5 5 5 5 5 5 5 5 5 5 5 5																	10)																					
2/20/20 5 Sector Genomet 3/25/20 4 1/14/20	21															-		Yard Fo	oundatio	ons Bay	ш	/20	(20																
2/20/20 to the series of the s																2/20/2			10			 //3 0	<i>7</i> 20																
2/20/20 5 3/5/20 Fence servous 3/26/20 4 1/10/20 4	22																		10																				
S Fere E genoval 3/Ex/20 4/27/20 4/27/20 4/27/20 5 5/27/20 5 5/27/21 5 5/27/21 5/	22															2/20/2	Fenci	ng 3/25	5/20																				
Fence Removal 3/26/20 4 //7/20 4 //7/20 4 //7/20 4 //7/20 4 //7/20 9/2/20 C Commissioning 9/2/20 C Commissioning 9/2/20 2 C Commissioning 9/2/20 4 ///20 4 ///20 4 ///20 4 ///20 //20 ///20 ///20 //20 ///20 //20 ///20 //20 //20 //20 //20 //20 ///20 //2																_,,_																							
3/2E/20 4 Install and Wire Racks in Control Building 1/3/4/20 Pulling Cable and Terminating To Equipment in Yard - Bay II 4/2/20 5 Pulling Cable and Terminating To Equipment and Gounding for Bay III 9/1/20 5 Pulling Cable and Terminating To Equipment and Gounding for Bay III 9/1/20 10 10 11/5/20 10 10 10 12/2/20 5 Pulling Cable and Terminating To Equipment and Gounding for Bay III 9/1/20 10 10 11/5/20 10 10 11/5/20 10 10 11/5/20 10 10 10 11/5/20 10 10 10 10 10 10 10 10 10 1	23																	ce Remo	oval																				
1/14/20 Vulling Cable and Terminating To Equipment in Yard - Bay II 4/29/20 5 Pulling Cable and Terminating To Equipment in Yard - Bay II 6/30/20 5 Pulling Cable and Terminating To Equipment and Grounding for Bay III 9/1/20 10 Skurf Beactor Footings and Spill Pit - RE3 11/9/20 10 Skurf Beactor Footings and Spill Pit - RE3 11/9/20 10 10 10 10 10 10 10 10 10 1																	3/26/2	0 🎽 4	/7/20																				
1/14/20 Vulling Cable and Terminating To Equipment in Yard - Bay II 4/29/20 5 Pulling Cable and Terminating To Equipment in Yard - Bay II 6/30/20 5 Pulling Cable and Terminating To Equipment and Grounding for Bay III 9/1/20 10 Skurf Beactor Footings and Spill Pit - RE3 11/9/20 10 Skurf Beactor Footings and Spill Pit - RE3 11/9/20 10 10 10 10 10 10 10 10 10 1																		4																					
Pulling Cable and Terminating To Equipment in Yard - Bay II 4/25/20 Pulling Cable and Terminating To Equipment in Yard - Bay II 6/3/20 yard Foundations Bay IV 8/4/20 10 11/9/20 10 11/9/20 10 11/9/20 10 11/9/20 10 11/9/20 10 11/9/20 10 11/9/20 10 11/9/20 10 11/9/20 10 11/9/20 10 11/9/20 10 11/9/20 10 10/9/20 10 11/9/20 10 10/9/20 10/9/	24																Install a	nd Wire	Racks i	n Contr	ol Buildi	ng																	
Pulling Cable and Terminating To Equipment in Yard - Bay I 4/29/20 5 Pulling Cable and Terminating To Equipment in Yard - Bay II 4/29/20 5 Pulling Cable and Terminating To Equipment and Grounding for Bay II 9/1/20 10 Yard Foundations Bay IV 8/4/20 10 Shurt Reactor Footings and Spill Pit - RE3 11/5/20 10 Install all Structures, Equipment and Grounding for Bay IV 11/5/20 10 Install all Structures, Equipment and Grounding for Bay IV 12/8/20 10 Pulling Cable and Terminating To Equipment in Yard - Bay II 3/25/21 5															1/14/2	20							9/2/	20															
9/2/20 Pulling Cable and Terminating To Equipment In Yard - Bay II 4/29/20 5 Pulling Cable and Terminating To Equipment in Yard - Bay II 6/39/20 5 Pulling Cable and Terminating To Equipment and Grounding for Bay III 9/1/20 10 10 10 10 10 10 10 11/9/20 10 10 10 10 10 10 10 11/9/20 10 10 10 10 10 10 10 10 10 1																			10																				
Pulling Cable and Terminating To Equipment in Yard - Bay I 4/29/20 5 Pulling Cable and Terminating To Equipment in Yard - Bay II 6/30/20 5 Install all Structures, Equipment and Grounding for Bay III 9/1/20 10 Yard Foundations Bay IV 8/4/20 10 Install all Structures, Equipment and Grounding for Bay IV 11/9/20 10 Install all Structures, Equipment and Grounding for Bay IV 3/25/21 11/9/20 5 Pulling Cable and Terminating To Equipment in Yard - Bay III 3/25/21 5	25																					0/2/20							Co	mmissi	oning							- 12/	0/24
4/29/20 5 Pulling Cable and Terminating To Equipment in Yard - Bay II 9/1/20 10 10 10 10 11/9/20 10 10 10 10 11/9/20 10 10 10 10 10 10 10 10 10 1																						9/2/20																12/	9/21
4/29/20 5 Pulling Cable and Terminating To Equipment in Yard - Bay II 9/1/20 10 10 10 10 11/9/20 10 10 10 10 11/9/20 10 10 10 10 10 10 10 10 10 1	26															D																							
Pulling Cable and Terminating To Equipment in Yard - Bay II 6/30/20 5 Install all Structures, Equipment and Grounding for Bay III 3/1/20 10 Yard Foundations Bay IV 8/4/20 10 11/5/20 10 11/5/20 10 11/5/20 10 11/5/20 10 11/5/20 10 11/5/20 10 11/5/20 10 11/5/20 10 11/5/20 10 11/5/20 10 11/5/20 10 10 11/5/20 10 10 10 10 10 10 11/5/20 10 10 10 10 10 10 10 10 10 1	20															Pull	ng Cabi	e and Te 4/29/20	o P			10 in Ya /20	ira - Bay	/ I															
6/30/20 5 Install all Structures, Equipment and Grounding for Bay III 9/1/20 10 10/10 10/20 Footings and Spill Pit - RE3 11/9/20 10 Install all Structures, Equipment and Grounding for Bay IV 12/8/20 10 Install all Structures, Equipment and Grounding for Bay IV 12/8/20 5 10 Pulling Cable and Terminating To Equipment in Yard - Bay III 3/29/21 5 5																				5																			
6/30/20 5 Install all Structures, Equipment and Grounding for Bay III 9/1/20 10 10/10 10/20 Footings and Spill Pit - RE3 11/9/20 10 Install all Structures, Equipment and Grounding for Bay IV 12/8/20 10 Install all Structures, Equipment and Grounding for Bay IV 12/8/20 5 10 Pulling Cable and Terminating To Equipment in Yard - Bay III 3/29/21 5 5	27																	Pulling	g Cable	and Ter	minatin	g To Eq	uipmen	nt in Yaı	rd - Bay	/ 11													
9/1/20 10 Yard Foundations Bay IV 8/4/20 10 Shunt Reactor Footings and Spill Pit - RE3 11/9/20 10 Install all Structures, Equipment and Grounding for Bay IV 12/8/20 10 Pulling Cable and Terminating To Equipment in Yard - Bay III 3/29/21 5																				- 14 - 1			8/31	/20					\vdash										
9/1/20 10 Yard Foundations Bay IV 8/4/20 10 Shunt Reactor Footings and Spill Pit - RE3 11/9/20 10 Install all Structures, Equipment and Grounding for Bay IV 12/8/20 10 Pulling Cable and Terminating To Equipment in Yard - Bay III 3/29/21 5																						5																	
10 Vard Foundations Bay IV 8/4/20 10 Shunt Reactor Footings and Spill Pit - RE3 11/9/20 10 Install all Structures, Equipment and Grounding for Bay IV 12/8/20 10 Pulling Cable and Terminating To Equipment in Yard - Bay III 3/29/21 5	28																			In	stall all	Structu	ires, Equ	uipmen	nt and G	iroundi	ng for I	Bay III											
Yard Foundations Bay IV 8/4/20 10 10 11/9/20 10 10 10 10 10 10 10 10 10 1																						9/1/20	Ľ.			12/	7/20												
8/4/20 10 Shunt Reactor Footings and Spill Pit - RE3 11/9/20 10 Install all Structures, Equipment and Grounding for Bay IV 12/8/20 10 Pulling Cable and Terminating To Equipment in Yard - Bay III 3/29/21 5 5																																							
10 Shurt Reactor Footings and Spill Pit - RE3 11/9/20 Install all Structures, Equipment and Grounding for Bay IV 12/8/20 10 Pulling Cable and Terminating To Equipment in Yard - Bay III 3/29/21 5	29																				8/4/20	Yard Fo	oundati	ons Bay	y∣V ■ 11/¤	/20													
Shunt Reactor Footings and Spill Pit - RE3 11/9/20 3/8/21 10 Install all Structures, Equipment and Grounding for Bay IV 12/8/20 10 Pulling Cable and Terminating To Equipment in Yard - Bay III 3/29/21 5																					0/ 4/ 20		10																
11/9/20 10 Install all Structures, Equipment and Grounding for Bay IV 12/8/20 10 Pulling Cable and Terminating To Equipment in Yard - Bay III 3/29/21 5	30																						10		nt Reac	tor Foo	tings a	nd Snill	Pit - R	3									
10 Install all Structures, Equipment and Grounding for Bay IV 12/8/20 10 Pulling Cable and Terminating To Equipment in Yard - Bay III 3/29/21 5																								11/9/2			tings a		3/8	/21									
12/8/20 3/25/21 10 10 Pulling Cable and Terminating To Equipment in Yard - Bay III 3/29/21 5																											10												
12/8/20 3/25/21 10 10 Pulling Cable and Terminating To Equipment in Yard - Bay III 3/29/21 5	31																						1	Install a	all Struc	tures, E	Equipm	ent an	d Grou	nding fo	or Bay I	v							
Pulling Cable and Terminating To Equipment in Yard - Bay III 3/29/21 5																									12/8/20	• ک		1	╞━╞╼┓╎	3/25/2	1								
5																												1											
5	32																									Pu	lling Ca	ble and	Term	nating	To Equ	pment	in Yard	- Bay I	11				
																												3/2	(9/21	-		5/27/2	۲ ۲						
																														5									
Dage 2																																							
Haber Y																				Page 2																			

ID			Qtr 1,	2019	 Qtr 2,	2019		Qtr 3,	2019	 Qtr 4,	2019		Qtr 1,	2020		Qtr 2,	2020		Qtr 3,	2020		Qtr 4,	2020		Qtr 1,	2021		Qtr 2
	0	Dec	Jan	Feb	Apr		Jun	Jul	Aug		Nov	Dec			Mar			Jun		Aug	Sep		Nov	Dec			Mar	
33																										Pu	lling Ca	ble a 5
34																										3/9/21	Inst	all O
																											-	10
35																												
36																												
37																												
38																												
39																												



Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 5 Schedule 28 Page 1 of 1

School Energy Coalition Interrogatory # 28

1

2	
3	<u>Reference:</u>
4	[EB-2011-0140, EWT LP Response to Board Interrogatory 26 to All; Exhibit B-7-2]
5	
6	Interrogatory:
7	In the EB-2011-0140 application, EWT LP forecasted the annual OM&A costs for the project to
8	be \$7.12M. In this application, Hydro One is forecasting annual OM&A costs to be \$1.5M per
9	year. Please explain the significant decrease in forecast OM&A costs.
10	
11	<u>Response:</u>
12	Hydro One's LSL Project is not the same project as was provided in EB-2011-0140, therefore
13	the information provided in the designation proceeding in no longer relevant. Please refer to
14	Exhibit I, Tab 1, Schedules 8 and 9 for an explanation of Hydro One's OM&A estimate.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 6 Schedule 1 Page 1 of 1

Power Workers' Union Interrogatory #1

2	
3	<u>Reference:</u>
4	EB-2017-0364, Hydro One letter to Margaret Froh, President of MNO, Dated May 15, 2018
5	
6	Interrogatory:
7	In the letter, Hydro One responded to a letter from Margaret Froh, President of the Metis Nation
8	of Ontario (MNO) which was addressed to David F. Denison and Mayo Schmidt of Hydro One,
9	in which the MNO complained of a lack of consultation by Hydro One with the MNO. The
10	response includes the following:
11	
12	In keeping with its past practices, and with legal obligations, HONI has
13	intended to consult with First Nations and Metis communities about all
14	aspects of its proposal to build the LSL, including economic
15	participation. That has been delayed in its ability to undertake these
16	consultations has been a function first, of the timing of its decision to
17	seek leave to construct the LSL and, second, of the fact that its ability
18	to consult has been limited by a variety of exclusivity and non-
19	disclosure agreements NextBridge has entered into with certain First
20	Nation and Metis communities. Notwithstanding the delay in its ability
21	to embark upon consultations, HONI intends to consult fully with First
22	Nation and Metis communities about all aspects of its proposal,
23	including economic participation.
24	
25	a) Please provide update on the status of Hydro One's accomplishments so far and future plans
26	with respect to consultation with First Nations and Metis communities on aspects of Hydro
27	One's proposed application and economic participation.
28	

29 **Response:**

1

a) Please refer to Exhibit I, Tab 1, Schedule 15.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 6 Schedule 2 Page 1 of 1

1	Power Workers' Union Interrogatory #2
2	
3	<u>Reference:</u>
4	EB-2017-0364, Undertaking —JT 2.3
5	
6	Interrogatory:
7	In the reference, Hydro One provides a schedule of activities leading to the July 2019 date of
8	individual environmental assessment completion.
9	
10	a) Please provide update on activities listed in the table that have been accomplished so far.
11	
12	<u>Response:</u>
13	a) Please refer to Exhibit I, Tab 1, Schedule 14, Attachment 1.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 6 Schedule 3 Page 1 of 1

1	<u>Power Workers' Union Interrogatory #3</u>
2	
3	<u>Reference:</u>
4	EB-2017-0364, Undertaking — JT 2.9
5	
6	Interrogatory:
7	In the reference, Hydro One provided a project schedule that updated the original project
8	schedule provided in Exhibit B, Tab 11, Schedule 1, Page 1. The updated schedule includes
9	minor adjustments but assumes that Section 92 approval would be obtained by October 2018.
10	
11	a) Is it still Hydro One's position that Section 92 approval could be obtained by
12	October 2018? What would be the impact, if any, on in-service date of a delay in
13	approval by a month or two?
14	
15	<u>Response:</u>
16	a) Due to the timing and complexity of the combined hearing, Hydro One now anticipates that
17	LTC will be granted by mid-January 2019. A new project schedule is provided at Exhibit I,
18	Tab 1, Schedule 5. A delay of this magnitude, from October 2018 until Jan 2019 would not
19	impact the in-service date of December 2021. Please refer to Exhibit I, Tab 1, Schedule 7 for
20	time scenarios and relative impact.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 6 Schedule 4 Page 1 of 2

1	Power Workers' Union Interrogatory #4
2	
3	<u>Reference:</u>
4	Ref 1: EB-2017-0364, Exhibit B, Tab 1, Schedule 1, page 2
5	
6	Hydro One is proposing to build the Lake Superior Link for \$636.2M with ongoing OM&A costs
7	of \$1.5M.
8	
9	Ref 2: EB-2017-0364, Exhibit: JT 2.19, Attachment 2, page 2
10	
11	An overview of the proposed solution, along with an initial "not to exceed" price of \$650M, was
12	submitted to the IESO on October 14, 2017 to ensure they understand our commitment and plan
13	for this project, and how it provides a more cost-effective wires solution as they conduct the needs assessment.
14 15	The largest uncertainty for the proposed approach is centred on the ability for Hydro One to
15	utilize the Environmental Assessment work that has been completed by NextBridge, and we are
17	discussing details with the Ministry of Environment and Climate Change around options.
18	and a second of the second of
19	Ref 3: EB-2017-0364, Exhibit: JT 2.19, Attachment 3 (Board of Directors Meeting - East
20	West Tie - Approval of Strategic Content for Leave to Construct)
21	
22	The reference indicates that the Board of Directors approved a capital cost "Not to exceed \$636.1
23	million" subject to exclusions and conditions mentioned herein, including with regards to
24	environmental approval of its route, and with final project cost to be adjusted following LTC
25	approval by OEB, subject to any change or conditions imposed by OEB.'
26	
27	Interrogatory:
28	a) Please clarify if the cost estimate in Ref. 1 is based on an assumption that Hydro One would
29	be able to utilize the Environmental Assessment (EA) work that has been completed by
30	NextBridge as indicated in Ref 2? If yes, what would be the cost and schedule impact if
31	Hydro One were required to undertake its own individual EA? Would Hydro One go ahead with the construction of the EWT line at the cost of "Not to exceed \$626 million" should
32	with the construction of the EWT line at the cost of "Not to exceed \$636 million" should Hydro One fail to obtain permission to utilize NextBridge's EA work?
33 34	Hydro One fail to obtain permission to utilize NextDruge's EA work?
34 35	b) Is Hydro One still in discussion with the MOECC with respect to Hydro One's ability to

36 utilize NextBridge's EA work?

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 6 Schedule 4 Page 2 of 2

c) Please explain the reason why the "Not to exceed \$650 million" capital cost estimate that was
 sent to the IESO in October 2017 (Ref 2) was reduced to "Not to exceed \$636.1 million"
 cost estimate that was approved by Board of Directors one month later, i.e., December 2017
 4 (Ref 3)

(Ref

5

6

10

12

17

<u>Response:</u>

- a) The cost estimate in Reference 1 is based on the assumptions in Exhibit C, Tab 1, Schedule
 2, page 2, lines 1-6. Please refer to Exhibit I, Tab 1, Schedules 7 and 14 for schedule and
 cost implications.
- b) Please refer to Exhibit I, Tab 1, Schedule 14.
- c) Reference 2 was a project briefing shared with the Board of Directors on November 10,
 2017, based on information available at that time. Reference 3 was a submission to the
 Board of Directors on December 8, 2017, requesting approval to submit the Leave to
 Construct application.
- Over that month, Hydro One completed additional work on the project and received updated information, including the fixed-price EPC estimate from SNC-Lavalin, which allowed the cost estimate to be lowered to \$636.1 million.
- 21

For clarification purposes, the Hydro One Board of Directors did not approve a not-to-exceed cost estimate of \$636.1 million. Thus, the cost estimate provided in Exhibit B, Tab 7, Schedule 1 is \$636.1 million without a not-to-exceed condition.

25

Please refer to Exhibit I, Tab 1, Schedule 18 for further information on the not-to-exceed price.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 6 Schedule 5 Page 1 of 1

Power Workers' Union Interrogatory #5

1 2

3 **Reference:**

4 Addendum to 2017 Updated Assessment for the Need for the East-West Tie Expansion

5

6 Interrogatory:

a) In Hydro One's view, are the assumptions and findings of the IESO with respect to the reliability impacts and the projected system costs of a delay to the in-service date of the E-W
Tie expansion beyond 2020 presented in the Addendum reasonable? If not, please identify and discuss the assumptions and findings of the IESO that Hydro One finds to be unreasonable.

13 **Response:**

a) Please refer to Exhibit I, Tab 5, Schedule 19.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 6 Schedule 6 Page 1 of 2

Power Workers' Union Interrogatory #6

1 2

3 **Reference:**

4 Addendum to 2017 Updated Assessment for the Need for the East-West Tie Expansion, Page 5

5

Table 2 Summary of Potential Cost of Delay to In-Service Date (2020-2024)

6 7

Year	Potential Capacity Cost (2017\$ millions)	Energy Cost (2017\$ millions)	Foregone Loss Savings (2017\$ millions)	Total Potential Cost of Delay (2017\$ millions)
2020	\$16	\$0.5	\$0.7	\$17
2021	\$18	\$0.5	\$0.7	\$19
2022	\$22	\$0.5	\$0.7	\$23
2023	\$38	\$0.6	\$0.7	\$39
2024	\$44	\$0.6	\$0.7	\$45

8

9 Interrogatory:

- a) Taking into consideration the total potential cost of delay each year provided by the IESO,
 what is the total net savings of Hydro One's proposed project compared with NextBridge's?
- 12

b) How much of a delay to Hydro One's project schedule would result in no net savings of
 Hydro One's project over NextBridge?

15

c) When should construction start to achieve each of the in-service dates listed in Table 2
 above?

18

19 **Response:**

a) Hydro One's understanding is that if NextBridge did not receive OEB approval by August of

- 21 2018, a 2020 in-service date would not be possible even for NextBridge. As a result, relative
- to the NextBridge alternative in-service date, there is no incremental cost delay should the
- LSL be in-service in 2021 as planned.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 6 Schedule 6 Page 2 of 2

Furthermore, based on the submissions of NextBridge in Exhibit JT 1.25, NextBridge 1 expects delay costs to be substantial should a delay of 6 months or even a year be¹ realized 2 relative to the 2020 proposed in-service date. Hydro One is unaware of what those 3 substantial cost increases are. Consequently, it is difficult, if not impossible for Hydro One 4 to ascertain what the exact savings will be for ratepayers when the two Projects are compared 5 until NextBridge updates its project costs on a more realistic approval timetable. Please refer 6 to Exhibit I, Tab 5, Schedule 22 for a cost comparison using NextBridge's July 17 LTC-filed 7 project cost information, which illustrates the benefits of the LSL Project. 8

9

b) To complete this analysis, Hydro One has assumed that all costs remain status quo, with the
 exception of the potential capacity costs shown in Table 2 to this question. Hydro One has
 also incorporated the updated projects costs, as provided in Exhibit I, Tab 1, Schedule 11, in
 this analysis and for lack of new information, has kept NextBridge's cost to construct the
 same as in their prefiled evidence.

15

Although Hydro One does not believe that NextBridge is still able to meet the 2020 inservice date [see Hydro One's response in (a) above], Hydro One's project would have savings over NextBridge until 2025 even if NextBridge were still able to meet a 2020 inservice date. If NextBridge's in-service date is delayed until 2021, Hydro One's project will produce ratepayers benefits until 2026.

21

c) Construction should start in September 2019 to achieve an in-service date of December 2021.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 6 Schedule 7 Page 1 of 2

Power Workers' Union Interrogatory #7

1

2		
3	Re	eference:
4	Ad	dendum to 2017 Updated Assessment for the Need for the East-West Tie Expansion, Page 6
5		
6	Th	e IESO continues to recommend an in-service date of 2020 for the E-W Tie Expansion. If a
7	del	ay is to be incurred, relying on interim measures will result in additional risks to reliability
8	anc	d increased costs. In this case, the IESO does not support delaying the in-service date of the
9	Eas	st-West Tie Expansion beyond the end of 2022 as the increased risks to system reliability and
10	the	associated cost uncertainties are unacceptable.
11		
12	In	terrogatory:
13	a)	From Hydro One's perspective, what are the potential reliability impacts of delaying the
14		project?
15		
16	b)	What, if anything, can Hydro One do to minimize the impact on reliability?
17		
18	c)	Does Hydro One agree that the risks to system reliability of delay beyond 2022 are
19		"unacceptable"?
20		
21	Re	esponse:
22	a)	The reliability risks of delaying the in-service date are the same as the reliability risks in
23		2019 and 2020, where the IESO has estimated a capacity requirement (potential shortfall) of
24		up to 240 MW. In case of a low probability event of loss of a source or the existing East-
25		West Tie, during low hydroelectric generation (a drought year) and during peak demand
26		hours, with no availability of imports from Manitoba and Minnesota, the capacity shortfall
27		could result in the loss of some of the load in Northwest which may not be restored within
28		the required time. In the previous IESO's need assessments, up to 300 MW of capacity
29		shortfall was expected before the proposed in-service date of the new EWT line, yet the
30		IESO considered the situation to be manageable to the point of recommending a deferral of
31		the in-service date for two years to pursue more cost-effective alternatives. Since the forecast
32		change in the capacity requirement (shortfall) between 2020 and 2022 is relatively small,
33		Hydro One continues to believe that the reliability risk is manageable.
34		

b) Hydro One will ensure that planned outages are scheduled and managed to minimize the risk
 to the connectivity to the available resources. Hydro One has an experienced staff and a fleet
 of helicopters and will respond quickly to any unforeseen outages.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 6 Schedule 7 Page 2 of 2

- c) Hydro One believes that the risk to reliability beyond 2022 is manageable with the same
- ² operating measures as those in 2020 and 2021, although managing the risk could be to some
- ³ degree more difficult and potentially costlier.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 6 Schedule 8 Page 1 of 2

Power Workers' Union Interrogatory #8

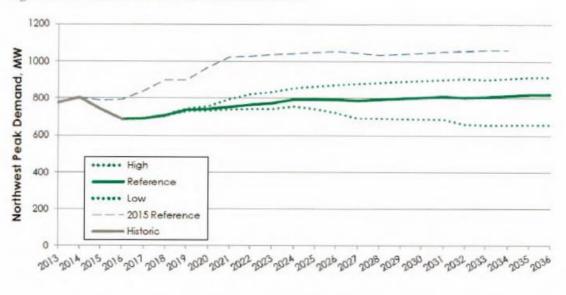
3 **Reference:**

⁴ Updated Assessment of the Need for the East-West Tie Expansion (December 1, 2017), Page 11

5

1 2

Figure 2. Northwest Net Peak Demand Outlooks



6

7

8 Interrogatory:

- a) Does Hydro One independently forecast consumption and/or peak demand for the Northwest
 region for its transmission or distribution activities?
- 11 12

13 14 b) Is the IESO's forecast peak demand for the region consistent with Hydro One's independent forecasts or general expectations?

15 **Response:**

a) Hydro One independently forecasts the coincident peak demand for the Northwest region for
 its distribution customers. Hydro One's forecast of coincident peak demand at the
 transmission level covers its existing customers and includes the demand forecast of
 distribution customers (considering the CDM) and the demand of existing direct-connected
 transmission customers. Hydro One's forecast does not extend beyond 2022.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 6 Schedule 8 Page 2 of 2

b) The IESO's forecast of peak demand, in addition to the demand of existing distribution
customers and existing direct-connect transmission customers, includes other factors that are
not covered in the Hydro One forecast. These include long-term forecast of new mining
developments in the whole Northwest, connection of remote communities that are not
currently served by the network and other considerations, which have resulted in three
expected outcomes, namely Reference, High and Low forecast. Therefore, Hydro One's
forecast cannot be compared to the IESO's forecast.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 7 Schedule 1 Page 1 of 2

1	Consumers Council of Canada Interrogatory # 1
2	
3	Reference:
4	REF: EB-2017-0364, EXHIBIT B, TAB 2, SCHEDULE 1, pages 4-5:
5	
6	For the section inside Pukaskwa National Park, Hydro One will convert approximately
7	35 km of the existing 230 kV double-circuit transmission line by upgrading to a fourcircuit
8	transmission line (replace the existing double circuit towers with four circuit
9	guyed towers and add conductors and insulators for the two new circuits) on the existing
10	ROW, with the summer rating of 1120 Ampere (466 MV and 240 kV operating voltage)
11	for each of the new circuits;
12	
13	REF: EB-2017-0364 Technical Conference Transcript May 17, 2018, page 284.
14	
15	MR. LESYCHYN: Just a couple questions here: Are there any stranded assets as a
16	result of Hydro One's proposed quad towers through the park?
17	MR. SPENCER: Not to our knowledge, no.
18	MR. LESYCHYN: So there wouldn't be any kind of incremental cost for that.
19	MR. SPENCER: There are no there will be no stranded we don't foresee any
20	stranded assets with the tower replacement.
21	MR. LESYCHYN: Okay. Hang on, hang on. Within the park, is the construction cost
22	incremental within the park or is it full cost? In other words, you're basically only
23	looking at the cost to basically take the circuits from a double circuit to a quad circuit?
24	Are you basically is the entire cost is being fully allocated?
25	MR. SPENCER: The modifications to the tower the towers through the park to enable
26	a quad circuit, those costs in this application are fully burdened.
27	<i>MR. LESYCHYN: Okay. Is there any stranded value for the towers that you're basically</i>
28	taking out, because those towers are not at end of life. They are 50 years old. I'm not
29	sure of what the value is there, but
30	<i>MR. SPENCER:</i> We're not sure on this panel of the details of that, to be honest.
31	MR. LESYCHYN: Okay.
32	Trade una grade una
33	Interrogatory:

- ³⁴ The Council would like to better understand the impact of the proposed project on the existing
 - 35 Hydro One transmission line through Pukaskwa National Park.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 7 Schedule 1 Page 2 of 2

- a) How much of the total proposed cost of \$636M is attributable on a fully allocated basis to the
 replacement of the existing double circuit (as opposed to the upgrade to a quad circuit)?
- 3

7

- b) What is the stranded value with respect to the assets related to the existing transmission line
 through Pukaskwa Park that will be removed from service, and how does HONI propose to
 recover that value if at all?
- c) Are their any material avoided costs as a result of upgrading the existing transmission line as
 proposed, i.e. are there material capital investments that will need to be made in the near
 future in order to maintain the existing transmission line assuming the proposed upgrade is
 not performed? If there are material avoided costs please quantify those costs and provide a
 forecast of when they will need to be made.
- 13

14 **Response:**

- a) Hydro One is unclear on what the question is asking, so we are unable to provide the answer.
 For clarity, it is only through Pukaskwa National Park that Hydro One is replacing double
 circuit towers (not complete circuits) with quad circuit towers.
- 18
- b) The net book value (NBV) of the structures, insulators and skywire of the entire transmission
 line from Wawa to Marathon is \$2.6M, based on the sustainment investments on the line.
 While the NBV of the section of the line in the park is not available at this time, one may
 assume \$551.7k of NBV for the 87 structures that will be replaced.
- 23

c) Hydro One does not foresee material avoided costs in the near future for major components
 such as conductors and towers. Hydro One currently plans to replace known defective
 insulators on the existing EWT line in the next 10 years. The avoided cost for the required
 insulator replacement investment is limited to the section of line through the Park (the section
 with proposed 4-circuit towers).

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 7 Schedule 2 Page 1 of 3

1	Consumers Council of Canada Interrogatory #2
2	
3	<u>Reference:</u>
4	REF: Hydro One Networks' Letter of Intent to file Leave to Construct Application
5	- East West Tie Line, dated September 22, 2017.
6	
7	Dependent upon the IESO's updated needs assessment, Hydro One is prepared to submit
8	a Leave to Construct application, which will include a not-to-exceed price, by December
9	of this year. We believe we are uniquely positioned to provide a cost-effective alternative
10	while substantively meeting the timeline needs for the East-West Tie transmission line.
11	Hydro One's East West Tie Station Project (EB-2017-0194) will still be required.
12	
13	REF: EB-2017-0364 Technical Conference Transcript May 17, 2018, pages 170-171.
14	
15	MR. RUBENSTEIN: Does your application include a not-to-exceed price?
16	MR. SPENCER: No, it does not.
17	MR. RUBENSTEIN: Why the change?
18	MR. SPENCER: So if I may, our section 92 submission, as is, does in fact contain 85
19	percent of the cost as part of a fixed-price contract with SNC-Lavalin.
20	But just to digress for a second, ultimately, when we looked at our I will generally call
21	it a value proposition around what we brought to the board for consideration, we felt
22	strongly confident in our abilities, both on the savings on the capital construction and
23	development costs, as well as the ongoing savings from an operations, maintenance, and
24	administration perspective.
25	No doubt I think we could all say this entire proceeding has some ambiguity around it,
26	everything from environmental approvals to the OEB approval itself, and we didn't feel it
27	was in fact helpful or necessary to include that fixed-price commitment.
28	Now, what we've done instead is we've ensured that our fixed-price contract with SNCLavalin
29	is as robust and complete as possible from a risk mitigation to customers
30	perspective.
31	So if I may, we're approximately 85 percent
32	MR. RUBENSTEIN: I'm going to have lots of questions on that, so it's probably best to
33	don't worry.
34	MS. LEA: Mr. Rubenstein, we will need a break at some point, but I don't want to
35	interrupt you at an inopportune moment.
36	If you can choose a time in the next 15 minutes to have a break, that would be great.
37	Thank you.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 7 Schedule 2 Page 2 of 3

MR. SPENCER: There is a key point that I wouldn't mind elaborating on in my last question

2 question.

- 3 So your question was essentially why did we not the come forward with a fixed price.
- 4 One of the key considerations was the fact that we had not undertaken full consultation
- 5 with First Nation and Métis communities and one of the members of our board, who
- 6 provided us guidance throughout this process, she felt that was an unclear risk, given
- 7 that we had not yet had those conversations.
- 8 So she encouraged us to continue to follow our normal practices, and ensure that
- 9 we have appropriate time to engage and consult.
- 10

REF: EB-2017-0364 Technical Conference Transcript May 17, 2018, pages 195-197.

- 12
- 13 MR. BUONAGURO: Thank you. Good afternoon, panel. I just have a couple of areas of
- 14 *questions, and mostly to reconcile my confusion on a couple things.*
- 15 First, and following up on some of what Mr. Rubenstein was asking about, he asked you
- 16 what class of estimate that the project would attract, and I believe the answer was Class
- 17 *3*?
- 18 MR. KARUNAKARAN: That's correct.

19 MR. BUONAGURO: And that's in relation to the AACE standard, I guess is what you

- 20 would call that?
- 21 MR. KARUNAKARAN: That's correct.
- 22 MR. BUONAGURO: Thank you. I looked it up, and perhaps you can confirm, subject to
- check, that that would normally attract a variance inaccuracy of between -- at the very,
- very low end negative 20 percent and at the high end plus 30 percent?
- 25 MR. SPENCER: So those are the defined bounds within the AACE framework for a Class
- ²⁶ *3 product. Now, just to clarify, the classification system is a function of the underlying*
- 27 *deliverables and their associated maturity.*
- 28 So what is unique about our application, just to elaborate on that, is we've completed
- 29 enough of the underlying work and simplified terms, let's call that engineering and cost
- 30 estimation and risk assessment and the like, scheduled development, to feel confident
- *about locking in at a fixed-price contract.*
- 32 MR. BUONAGURO: And that's why I was asking, because everything up to that, in
- *terms of your discussion with Mr. Rubenstein, suggested something tighter than that*
- 34 *bound because of the fixed-price contract and such.*
- *So if you were to translate what you were talking about with him into that accuracy*
- *range, what are we talking about?*
- 37 MR. SPENCER: We feel comfortable that our cost estimate is total development and

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 7 Schedule 2 Page 3 of 3

construction cost together, \$636 million, plus or minus approximately 6 percent. 1 MR. BUONAGURO: That seems pretty specific. Is that a calculation that you've already 2 done with all the different factors? 3 MR. SPENCER: So we looked at the analysis, considering how much of our construction 4 contract is, in fact, bound by the fixed-price terms of the EPC contract, which is why --5 the primary reason why that's so fixed, so we have done a preliminary calculation to 6 inform that tolerance. 7 *MR.* BUONAGURO: Is that a calculation you can provide by way of undertaking? 8 MR. SPENCER: We could provide that analysis, yes. 9 MR. LAVAEE: That would be Undertaking JT2.25, that you want to provide analysis. 10 11 REF: EB-2017-0364, Exhibit JT 2.25 12 13 It appears to the Council that approximately 8 months after Hydro One first advised the 14 Ontario Energy Board that it was prepared to submit a Leave to Construct for the 15 proposed project including a not to exceed price, Hydro One has represented to the Board 16 that it has developed a project proposal with a total combined development and 17 construction cost of 636M, with a forecast accuracy of -5% to +6%. 18 19 **Interrogatory:** 20 a) Based on the quality of the estimate as described by Hydro One, is Hydro One able to 21 commit to a not to exceed price, as it originally asserted it would, of \$636M? If not why not? 22 23 b) Based on the quality of the estimate as described by Hydro One, is Hydro One able to 24 commit to a not to exceed price, as it originally asserted it would, of \$676M, which is 25 comprised of the base estimate plus the forecast potential variance of 6%? If not why not? 26 27 **Response:** 28 a) Please refer to Exhibit I, Tab 1, Schedule 18. 29 30 b) Please refer to Exhibit I, Tab 1, Schedule 18. 31

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 8 Schedule 1 Page 1 of 1

1		Independent Electricity System Operator Interrogatory #1
2		
3		eference:
4	Hy	dro One-LSL, Exhibit B, Tab 1, Schedule 1, page 12; and Exhibit B, Tab 7, Schedule 1, Table
5	4, <u>p</u>	pages 9 and 10.
6		
7		terrogatory:
8		amble:
9		the references above, Hydro One requests a decision from the OEB on its leave to construct
10		blication by October 2018. Hydro One also states that if OEB approval is not received by
11		tober 2018, there is a medium risk of a potential schedule delay. In Procedural Order No. 1 for
12		combined hearing, the OEB has established a schedule which shows that the proceeding will
13		be completed and the OEB will not render a decision until after October 2018. Given this
14	nev	v schedule, please answer the following questions:
15		If the OED engrouses the Hudre One I SL leaves to construct annihilitien by the and of 2019
16	a)	If the OEB approves the Hydro One-LSL leave to construct application by the end of 2018, will Hydro One still be able to most its 2021 in service date? If not, what is Hydro One's
17		will Hydro One still be able to meet its 2021 in-service date? If not, what is Hydro One's proposed new in-service date for the Lake Superior Link Project?
18		proposed new in-service date for the Lake Superior Link Project?
19 20	h)	If the OEB does not approve the Hydro One-LSL leave to construct application until Q1
20	0)	2019 or the end of Q1 2019, will Hydro One still be able to meet its 2021 in-service date? If
22		not, what is Hydro One's proposed new in-service date for the Lake Superior Link Project?
23		no, what is rejuite one of proposed new in service date for the Lane Superior Linit (10jeer)
24	c)	What is the impact to the in-service date if the OEB decision is later than Q1 2019?
25	,	
26	Re	sponse:
27	a)	Yes. The revised baseline following recent developments is based on receiving Leave to
28		Construct approval by January 15, 2019.
29		
30	b)	Yes. This January 15, 2019, date allows for limited commitments to be made for tower
31		prototype testing. The next major milestone is the actual purchase of material, which will be
32		required in March of 2019 to allow deliveries in time for a December 2021 in-service date.
33		
34	c)	Beyond Q1 2019 there could be cost or delay implications to the overall project. Steel orders
35		would be on the critical path. There would be delays in the start of tower assemblies, which
36		would ultimately impact the in-service date. Please reference Exhibit I, Tab 1, Schedule 5 for
37		the critical dates for this activity.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 9 Schedule 1 Page 1 of 1

1	<u>Biinjitiwaabik Zaaging Anishinaabek Interrogatory # 1</u>
2	
3	<u>Reference:</u>
4	HONI Application EB-2017-0364, Exhibit B, Tab 1, Schedule 1 pages 11-12; and Exhibit H,
5	Tab 1, Schedule 1, pages 1-5 (February 15, 2018)
6	
7	Interrogatory:
8	Please provide an updated record of First Nation and Metis consultation. Please include dates of
9	any and all correspondence, records and notes from community meetings, records of attendance,
10	feedback provided, internal memos or correspondence discussing the results or feedback of
11	consultation, or any other document relevant to consultation.
12	
13	<u>Response:</u>
14	Hydro One has shared Project information with the 18 Indigenous communities and the MNO as
15	identified by the Provincial Crown via the Ministry of Energy. Hydro One has also offered each
16	community an opportunity to meet regarding the Project. For a detailed consultation log, please
17	refer to Exhibit I, Tab 1, Schedule 15, Attachment 1. Hydro One would like to note that the
18	substance of Indigenous Consultation is not a matter within the jurisdiction of the OEB under
19	section 92.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 9 Schedule 2 Page 1 of 1

1 2 **Reference:** 3 HONI Application EB-3027-0364 Exhibit B, Tab 7, Schedule 1 (see Table 2 and Table 3) 4 (February 15, 2018) 5

6

Interrogatory: 7

Please include detailed records of consultation spending for each First Nation and Metis 8 community to date. Please provide an explanation for any differences in the amount of 9

Biinjitiwaabik Zaaging Anishinaabek Interrogatory #2

- consultation spending for between any First Nation and/or Metis community. 10
- 11

Response: 12

The costs associated with completing the Project were outlined in Exhibit B, Tab 7, Schedule 1 13 of the prefiled evidence and have been updated in Exhibit I, Tab 1, Schedule 11. The specific 14

costs associated with a specific group, e.g., an impacted First Nation or a property owner, are not 15

relevant to the determination of whether the Project as a whole will be in the best interest of 16

Ontario ratepayers with respect to prices and reliability and quality of electricity service. 17

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 9 Schedule 3 Page 1 of 1

1	<u>Biinjitiwaabik Zaaging Anishinaabek Interrogatory # 3</u>
2	
3	<u>Reference:</u>
4	HONI Application EB-2017-0364, Exhibit B, Tab 1, Schedule 1 pages 11-12; and Exhibit H,
5	Tab 1, Schedule 1, pages 1-5 (February 15, 2018)
6	
7	Interrogatory:
8	Please provide a detailed plan and schedule of future consultation with the First Nation and
9	Metis communities identified above, and in particular with respect to BZA. Identify any issues
10	that have arisen in scheduling or continuing consultation and provide details of the same,
11	including any relevant correspondence or decisions.
12	
13	<u>Response:</u>
14	Hydro One has initiated Consultation activities with all 18 Indigenous communities identified by
15	the Ministry of Energy and has sent project-related information and requested to meet with all
16	those communities. Individual Indigenous communities are at various stages of the consultation
17	process. Hydro One has offered Capacity Funding Agreements to all 18 Indigenous
18	communities, which include the opportunity for the Indigenous communities to undertake
19	activities including, but not limited to, hiring a community consultation coordinator, participation
20	in and review of Environmental Assessment-related studies and documents, and Traditional
21	Knowledge studies. Hydro One is committed to continue making best efforts to meaningfully
22	consult with all Indigenous communities that have expressed an interest in the project.
23	
24	Please refer to Exhibit I, Tab 1, Schedule 15 regarding the consultation approach.
25	
26	Given the expansive length of the line, Hydro One scheduled Community Information Centre
27	(CIC) sessions in June 2018 at several locations along the proposed route. However, Hydro One
28	received correspondence from Chief Melvin Hardy on May 29, 2018, indicating that the
29	locations of the scheduled CICs were not convenient for the community of Biinjitiwaabik
30	Zaaging Anishinaabek to access and requested that a CIC take place in that community. Hydro
31	One understood the concern expressed by Chief Melvin Hardy and expeditiously added a CIC in
32	that community on June 13, 2018.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 9 Schedule 4 Page 1 of 1

<u>Biinjitiwaabik Zaaging Anishinaabek Interrogatory # 4</u>
Reference: HONI Application EB-2017-0364 Exhibit B, Tab 7, Schedule 1 (see Table 2 and Table 3) (February 15, 2018)
<i>Interrogatory:</i> Please provide a detailed breakdown of the consultation budget on a go-forward for each First Nation and Metis community, and in particular with respect to BZA. Please provide a detailed explanation for any differences in the amounts budgeted for different First Nations and/or Metis Communities.
<u>Response</u> Please refer to Exhibit I, Tab 9, Schedule 2. An updated summary of the Hydro One costs to

ishinaabek Interrogatory <u># 4</u>

11 12

1 2 3

8

9

10

13

An updated summary of the Hydro One costs to 14

complete the LSL is provided at Exhibit I, Tab 1, Schedule 11. 15

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 9 Schedule 5 Page 1 of 1

1		<u>Biinjitiwaabik Zaaging Anishinaabek Interrogatory # 5</u>
2		
3	Re	eference:
4	HC	ONI Application EB-2017-0364 Exhibit C, Tab 1, Schedule 2, page 1 -2 (February 15, 2018)
5		
6		terrogatory:
7	1.	Please provide copies of any reports or updates on First Nations or Metis consultation and
8		engagement provided to the MOE or MOECC, or any other crown department or agency,
9		and in particular with respect to BZA.
10 11	2	Please provide any assessments/feedback/responses from the MOE or MOECC, or any other
12	2.	crown department or agency that consider/discuss/or assess HONI's reports and updates on
12		First Nation and Metis consultation.
14		
15	3.	Please also provide any evaluations that have been provided by the MOE and MOECC, or
16		any other crown department or agency, to HONI in relation to HONI's consultation efforts.
17		In particular, have any evaluations been provided by MOE and MOECC, or any other crown
18		department or agency to HONI in relation to HONI consultation efforts in relation to BZA?
19		If so, please provide a copy of those evaluations.
20		
21	4.	Has anyone from the MOE, MOECC, or any other crown department advised that the
22		consultation effort with respect to the First Nations and/or Metis communities, and in
23		particular with respect to BZA, been adequate for the purposes of the crown to fulfill its duty
24		to consult? If so, please produce a copy of the record and correspondence concerning the
25		same.
26	R	esponse:
27 28		Please see Exhibit I, Tab 1, Schedule 14 for all MECP, ECCC, and Parks Canada
29	1.	correspondence, and Exhibit I, Tab 1, Schedule 15 for MNRF and MNDM correspondence,
30		including that related to Indigenous consultation.
31		
32	2.	Refer to Response 1 above.
33		
34	3.	Refer to Response 1 above.
35		

36 4. Refer to Response 1 above.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 9 Schedule 6 Page 1 of 1

1	<u>Biinjitiwaabik Zaaging Anishinaabek Interrogatory #6</u>
2	
3	<u>Reference:</u>
4	HONI Application EB-2017-0364 Exhibit B, Tab 1, Schedule 1 pages 11 -12 and Exhibit H,
5	Tab 1, Schedule 1 (February 15, 2018); (February 15, 2018)
6	
7	<u>Interrogatory:</u>
8	Has HONI prepared a projected participation budget? Please provide a detailed breakdown of
9	the participation budget for each First Nation and Metis community and specifically with
10	respect to BZA. Please provide a detailed explanation for any differences in the amounts
11	budgeted for different First Nations and/or Metis Communities.
12	
13	Response:
14	Please refer to Exhibit I, Tab 9, Schedule 2 and Exhibit I, Tab 1, Schedule 11.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 9 Schedule 7 Page 1 of 3

1	<u>Biinjitiwaabik Zaaging Anishinaabek Interrogatory #7</u>
2	
3	<u>Reference:</u>
4	HONI Application EB-2017-0364 Exhibit B, Tab 1, Schedule 1 pages 11 -12 and Exhibit H,
5	Tab 1, Schedule 1 pages 4-5 (February 15, 2018);
6	
7	Interrogatory:
8	1. In fulfilling Indigenous participation obligations, will HONI offer economic participation
9	agreements with equity options to all of the affected First Nation and Metis communities or
10	only those in the BLP? If not, which First Nation and Metis communities will HONI offer
11	economic participation agreements with equity options to, and who determines which
12	affected communities will be offered these agreements?
13	
14	2. Further, please provide a detailed explanation of:
15	1. what economic participation agreements may look like;
16	2. what equity will be offered to each First Nation and Metis community; and
17	3. what other economic participation options will be offered.
18	
19	3. Will HONI offer differing economic participation opportunities to different First Nations
20	and Metis communities? If so, please provide a detailed explanation as to why.
21	
22	<u>Response:</u>
23	1. As per its demonstrated track record (B2M, Niagara Reinforcement), Hydro One has been a
24	leading promoter and facilitator of First Nations participation to promote and support
25	Indigenous engagement, benefits and equity participation in projects directly impacting

communities. Hydro One is offering BLP up to 34% equity on this project. This is consistent 26 with the equity participation approach contemplated in the Hydro One Leave to Construct for 27 the East-West tie and designation proceedings, and we understand it is more favourable than 28 NextBridge's offer of equity participation to BLP. For Hydro One, the participation of 29 impacted Communities is not only a financial matter but is also about promoting long-term 30 sustained benefits for BLP communities. We have engaged in discussions with the Métis and 31 will first need to understand their expectations in terms of procurement and other contract 32 benefits. Hydro One anticipates that benefits to The Métis Nations of Ontario (MNO) will be 33 equivalent to or superior to those offered by NextBridge. If Hydro One is selected to build 34 the LSL Project, Hydro One is committed to discussing benefits, including economic options, 35 as part of the consultation process. Hydro One has been advised by the MNO's legal counsel 36

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 9 Schedule 7 Page 2 of 3

that the MNO cannot enter into discussions regarding accommodation measures, including economic participation, because of exclusivity agreements they have with NextBridge.

2. 1) The terms and conditions of economic participation agreements are not finalized as Hydro
One has not yet commenced discussions on accommodation measures. Hydro One has been
forbidden by BLP's lawyer from discussing economic accommodations and/or participation
with these six First Nations¹, and Hydro One has also been told that BLP has entered into
exclusivity agreements with NextBridge.

10 2) As stated previously, Hydro One is prepared to offer a 34% equity interest to BLP.

3) Potential methods of economic participation for all Indigenous communities on the LSL 12 Project have also already been documented in this proceeding. To assist BZA, the applicable 13 references are Undertaking JT 2.15 and JT 2.16 from the NextBridge Motion to Dismiss the 14 Hydro One LSL application filed on May 25, 2018 (EB-2017-0364). Hydro One's 15 construction partner, SNC-Lavalin, is prepared to offer contracting, training and employment 16 opportunities. In addition, Hydro One is in a unique position to provide lasting employment 17 opportunities throughout its network across the province for skilled Indigenous workers, 18 beyond the construction of this Project. 19

20

1

2 3

9

11

3. All Indigenous communities have been offered capacity funding agreements in relation to this 21 project. Hydro One's construction partner, SNC-Lavalin, has an established track record in 22 Indigenous partnerships, joint companies and procurement for major projects in Ontario and 23 across the country, including specifically in Ontario's transmission sector. For many years, 24 they have developed proven relations and an ability to engage suppliers and optimize 25 Indigenous procurement. They have reflected on how to optimize opportunities and will be 26 including qualified Indigenous suppliers and companies who have strong relationships with 27 local Indigenous communities and businesses in their procurement of goods and services. 28

29

In addition to its economic participation offer to BLP, Hydro One is planning to install fiber optic cable along the new transmission line and is committed to investigate the potential to make available the excess fiber to support improved connectivity along the corridor of the new line. Connectivity is especially weak along the corridor of the planned tie line, and improved telecom access will open the possibility for several essential community services, e.g. education, medical, etc. This could in turn provide economic opportunities for

¹ BLP evidence - May 7 2018 – March 5, 2018 Letter from BLP lawyers to Hydro One.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 9 Schedule 7 Page 3 of 3

Indigenous telecom providers or Indigenous community-owned providers alone or in partnership, or for other telecom providers, to develop the 'last mile connection' to residences and businesses.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 9 Schedule 8 Page 1 of 1

1	<u>Biinjitiwaabik Zaaging Anishinaabek Interrogatory # 8</u>
2	
3	<u>Reference:</u>
4	HONI Application EB-2017-0364 Exhibit H, Tab 1, Schedule 1 page 2.
5	
6	Interrogatory:
7	1. What employment opportunities has HONI offered, or does HONI expect to offer to
8	members of Biinjitiwaabik Zaaging Anishinaabek? Please provide details of each
9	employment opportunity, including the expected term of any position, job description and
10	salary.
11	
12	2. Similarly, what contracts for services or procurements has HONI offered, or expect to offer
13	to Biinjitiwaabik Zaaging Anishinaabek or member operated businesses? Please provide
14	details of every anticipated service or procurement contract including the estimated value of
15	the contract and the term.
16	
17	Response:
18	1. Please refer to Exhibit JT 2.15.
19	
20	2. Please refer to Exhibit JT 2.21.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 9 Schedule 9 Page 1 of 2

	<u>Biinjitiwaabik Zaaging Anishinaabek Interrogatory # 9</u>
	<u>eference:</u> ONI Application ED 2017 0264 Exhibit H. Tah 1. Sahadula 1 paga 2
Н	ONI Application EB-2017-0364 Exhibit H, Tab 1, Schedule 1 page 2.
	nterrogatory:
	What employment opportunities has HONI offered, or does HONI expect to offer to members each First Nation and Metis Community? Please provide details of each employment opportunity, including the expected term of any position, job description and salary. Provide details of which First Nation and Metis communities these employment opportunities will be offered?
2.	Similarly, what contracts for services or procurements has HONI offered, or expect to offer to each First Nation and Metis community or member operated business. Please provide details of every anticipated service and procurement contract, including the expected term and value of the contract. Provide details of which First Nation and Metis community these service and procurement contracts will be offered?
3.	Please provide a detailed explanation for any differences in what employment, service, or procurement opportunities are available to each First Nation/Metis community or their members
R	esponse:
1.	The Capacity Funding Agreements offered to all Indigenous communities include capacity
	for each community to hire a community consultation coordinator. Refer to Exhibit JT 2.15
	with regards to employment and contracting opportunities. It is the goal of Hydro One and
	SNC-Lavalin to maximize Indigenous employment throughout construction and
	operations/maintenance. Hydro One will endeavour through its subcontractors to employ
	available and interested, trained and skilled recruits from all affected communities, including
	BZA.
	Hydro One understands that there are members of Indigenous communities who are currently
	completing project related skills training. Hydro One is committed to maximizing the
	employment of members from local Indigenous communities including those who have
	received or who are currently completing project related skills training. In addition, Hydro

36 One is in a unique position to provide lasting employment opportunities throughout its

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 9 Schedule 9 Page 2 of 2

network across the province for skilled Indigenous workers beyond the construction of the Lake Superior Link Project.

2 3

1

Please refer to Exhibit JT 2.21. Indigenous business participation in a variety of different contracts has not yet been detailed. It is the goal of HONI and SNC-Lavalin to maximize the inclusion of Indigenous businesses and community members throughout construction and operations/maintenance in accordance with existing skill levels, experience and available resources. Hydro One also anticipates encouraging/facilitating partnerships (Indigenous with Indigenous businesses, and Indigenous with non-Indigenous businesses) to help increase capacity to, in turn, increase the participation rate.

11

12 3. Please refer to Exhibit I, Tab 9, Schedule 2.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 9 Schedule 10 Page 1 of 1

Biinjitiwaabik Zaaging Anishinaabek Interrogatory # 10

1 2

3 **Reference:**

4 HONI App EB-2017-0364 Exhibit X, Tab 1, Schedule 1, pages 1-5 (February 15, 2018)

5

6 Interrogatory:

If granted leave to construct, will HONI refrain from construction until obtaining the
 consent of Biinjitiwaabik Zaaging Anishinaabek and the other First Nation or Metis
 communities to construct the Lake Superior Link transmission line?

10

11 **Response:**

Reaching consultation agreements with each Indigenous community is not required for Hydro One to proceed with construction. Hydro One has and will continue to make best efforts to reach consultation agreements with all Indigenous communities who wish to enter into consultation agreements. Not all Indigenous communities are interested in signing consultation agreements, but they wish to be kept informed of Project status.

17

Hydro One recognizes the importance of consultation with Indigenous communities in 18 connection with the LSL project and will continue to make best efforts to consult with all 18 19 Indigenous communities identified by the Provincial Crown via the Ministry of Energy. Hydro 20 One's Indigenous consultation process is designed to provide timely and relevant project 21 information to Indigenous communities proximate to the Project. The process enables affected 22 Indigenous communities to review, consider and raise issues, concerns and questions they may 23 have about the Project and also allows Hydro One to respond to any concerns or questions raised 24 in a clear and transparent manner. Hydro One's Indigenous consultation approach includes 25 sharing Project-related information, meeting regularly, receiving and responding to input on all 26 aspects of the Project, and providing opportunities to meaningfully participate in the Project via 27 consultation agreements and capacity funding arrangements. 28

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 9 Schedule 11 Page 1 of 2

Biinjitiwaabik Zaaging Anishinaabek Interrogatory # 11

1

2		
3	Re	eference:
4		8-2017-0364 Technical Conference Transcript (May 17, 2018) page 103 line 103.
5		
6		DNI EB-2017-0364 Additional Evidence on Motion at page 2 and 11. (Filed May 7,
7	20	18)
8		
9	In	terrogatory:
10 11	1.	Throughout the proceedings HONI has differentiated between the BLP First Nations and other First Nations. For instance, Hydro One has made an offer of 34% equity to the BLP.
12 13		Hydro One sent a letter to the BLP First Nations to introduce the LSL project on February 16, 2018, but did not contact the other affected First Nation and Métis communities until
14		April 30, 2018.
15		
16	2.	Please provide a detailed explanation of why the Biinjitiwaabik Zaaging Anishinaabek has
17		been treated differently from the BLP First Nations. Please provide all correspondence,
18		notes, internal memo's, decisions or other documentation discussing the which Indigenous
19		groups were to be consulted, to what degree and any justification. Please provide any metrics
20		that Hydro One uses internally for making determinations on the degree of consultation or
21		accommodation owing to any affected Indigenous community.
22		
23	Re	esponse:
24	1.	Hydro One has shared project information with the 18 Indigenous communities, including
25		Biinjitiwaabik Zaaging Anishinaabek, identified by the Provincial Crown via the Ministry of
26		Energy. Hydro One has also offered each community an opportunity to meet in respect of the
27		Project. Hydro One has met with most of the Indigenous communities and entered into
28		Capacity Funding Agreements with some of them. Information shared to date includes:
29		information on the Environmental Assessment (EA) process, field studies, notice of
30		commencement regarding the EA Terms of Reference (ToR), and draft ToR, the revised draft
31		ToR, and a Capacity Funding Agreement to assist with participation on consultation. Hydro
32		One is making best efforts to hear and address concerns from Indigenous communities and
33		will do so at all stages of the Project. For further details regarding Hydro One's Indigenous
34		Consultation, please refer to Exhibit I, Tab 1, Schedule 15, Attachment 1.
35		

Please see Hydro One's additional evidence filed on May 7, 2018, Attachment 9, for a copy
 of the Crown's delegation regarding consultation. Hydro One is not in a position to make

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 9 Schedule 11 Page 2 of 2

any determinations regarding Indigenous rights and the depth of consultation required for each community: such determinations are a Crown responsibility.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 9 Schedule 12 Page 1 of 2

1	Biinjitiwaabik Zaaging Anishinaabek Interrogatory # 12
2	
3	<u>Reference:</u>
4	FinalTranscripts_HONI_MOTION_Technical Conference_20180517 EB-2017 0364 page 247
5	(Filed May 17, 2018); and
6	
7	HONI_LSL_TC_Undertaking JT.27 EB-2017-0364 Exhibit JT2.27 Page 1 (Filed 2018-05-
8	25)
9	
10	Interrogatory:
11	At the technical conference on May 17, 2018, Ms. Goulais stated that in the 2013 designation
12	proceedings, the Bamkushwada communities were identified as being the most-impacted and the
13	most proximate to the project.
14	
15	Please provide any/all memos, documents, correspondence either internal to HONI or with the
16	MOE where there is any discussion, determination or consideration of:
17	a) the level of computation that may be offended to the differing offected First Nations and
18	a) the level of consultation that may be afforded to the differing affected First Nations and Metis groups;
19 20	mens groups,
20	b) which First Nations and Metis groups are the most directly affected.
21	b) which i list i various and ivers groups are the most directly arrected.
23	Response:
24	It is the responsibility of the Crown to determine whether a Duty to Consult has been triggered
25	on a proposed project, and if so, the appropriate depth of consultation to be undertaken. In a
26	letter dated May 31, 2011, the Ministry of Energy delegated procedural aspects of consultation to
27	the Ontario Power Authority with regards to the East-West tie project. The letter is provided as
28	Attachment 1 of Exhibit JT 2.27 filed May 25, 2018. The Indigenous communities identified in
29	the letter included:
30	
31	Animbiigoo Zaagi'igan Anishinabek First Nation (Lake Nipigon Ojibway)
32	Biinjitiwaabik Zaaging Anishinabek First Nation (Rocky Bay)
33	Bingwi Neyaashi Anishinabek (Sand Point First Nation)
34	Fort William First Nation
35	Ginoogaming First Nation

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 9 Schedule 12 Page 2 of 2

- Michipicoten First Nation
 - Missanabie Cree First Nation
- Ojibways of Batchewana
- 4 Ojibways of Garden River
- Ojibways of Pic River (Heron Bay First Nation)
- 6 Pays Plat First Nation
- Pic Mobert First Nation
- 8 Red Rock Indian Band
- 9 Greenstone Métis Council
- Red Sky Independent Métis Nation
- Superior North Shore Métis Council
- Thunder Bay Métis Council
- 13 Based on information received to date from Indigenous communities and the evidence of record
- ¹⁴ in this proceeding, BLP communities have defined themselves as most directly-affected by the

15 $\operatorname{Project}^1$.

2

¹ EB-2017-0364 - BLP Evidence - May 7, 2018 - Affidavit of Chief Peter Collins at Paragraph 36

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 10 Schedule 1 Page 1 of 1

East Loon Lake Campers' Association Interrogatory # 1
<u>Reference:</u> N/A
<i>Interrogatory:</i> How does the Hydro One route compare in terms of cost and Right of Way ("ROW') impact, to the Nextbridge Route (see map on Page 9 of Hydro One Report) where they show alternatives but ignore Nextbridge route's - which is clearly a viable alternative as determined by Nextbridge (i.e. there are no fundamental barriers to the alternate route).
Response: Hydro One recognizes the level of consultation that occurred with community members and would like to reiterate that its preferred route remains the route that bypasses Loon Lake. Hydro One has been asked to study an alternative route during Hydro One's Individual Environmental
Assessment (EA), which is why it has been included in Hydro One's Terms of Reference document. Hydro One's preferred route around Loon Lake would have a narrower corridor of only 46 metres wide. The reference route alternative through the Loon Lake and Dorion areas has a 37-metre wide profile. The reference route for the bypass of the Loon Lake and Dorion areas has a length of 53.6 kilometres, which is 4.1 kilometres longer than the reference route alternative.
alternative. As to a cost comparison between Hydro One and Nextbridge, as they are equivalent from a routing perspective relative to Loon Lake, the differences are specific to their individual

plans, such as the discussed corridor width. 23

7

8

13

14

15

16

17

18

19

20

21

22

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 10 Schedule 2 Page 1 of 1

Reference:
N/A
<u>Interrogatory:</u>
Why has Hydro One not agreed to move to the alternate route in light Nextbridge's move to the
alternate route in response to stakeholder feedback in the Loon Lake area?
<u>Response:</u>
Hydro One recognizes the level of consultation that occurred with community members and
reiterates that the preferred route remains the route that bypasses Loon Lake. Hydro One has
been asked to study an alternative route during its Individual Environmental Assessment (EA),
which is why it has been included in Hydro One's Terms of Reference document. Throughout
the entire lifespan of planning and building electrical infrastructure, including during the EA,
Hydro One makes all efforts to demonstrate thorough analysis of all factors along its preferred
route and alternative route sections.

11

12

13

14

15

16 17 18 East Loon Lake Campers' Association Interrogatory #2

As the preferred route remains the bypass, at this time Hydro One has not undertaken a detailed 19 analysis of construction needs, such as access roads, for the reference route alternative adjacent 20 to Loon Lake. At this time Hydro One also does not have any viewscape studies completed. 21 There is currently no approved EA for the Project, but Hydro One will be using as much publicly 22 available information as possible from previous consultation and environmental studies when 23 assessing the various routes. 24

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 10 Schedule 3 Page 1 of 1

1	East Loon Lake Campers' Association Interrogatory # 3
2	
3	<u>Reference:</u>
4	N/A
5	
6	Interrogatory:
7	If Hydro One considered the alternate route what was the rationale, cost and public interest
8	values, for rejecting the alternate route?
9	
10	<u>Response:</u>
11	As provided in Exhibit I, Tab 10, Schedules 1 and 2, Hydro One reference's route is around the
12	Dorion and Lake Loon areas. The Hydro One alternative route, through Dorion and Lake Loon
13	areas, is also being studied. Therefore, Hydro One has not rejected the alternative route.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 10 Schedule 4 Page 1 of 1

1	East Loon Lake Campers' Association Interrogatory # 4
2	
3	<u>Reference:</u>
4	N/A
5	
6	Interrogatory:
7	What are Hydro One's cost differences between the original route and the alternate route?
8	
9	<u>Response:</u>
10	As answered in Exhibit I, Tab 10, Schedules 1, 2 and 3, the Hydro One reference route is around
11	the Dorion and Lake Loon areas. The Hydro One alternative route, through the Dorion and Lake
12	Loon areas, would cost approximately \$890K less than the reference route.

Filed: 2018-09-24 EB-2017-0367 Exhibit I Tab 10 Schedule 5 Page 1 of 1

1	East Loon Lake Campers' Association Interrogatory # 5
2	
3	<u>Reference:</u>
4	N/A
5	
6	Interrogatory:
7	What is the ROW acreage for the original route and the alternate route?
8	
9	Response:
10	The reference route for the bypass of the Loon Lake and Dorion communities has a ROW
11	acreage of approximately 609 acres. The reference route alternative has a ROW acreage of
12	approximately 453 acres.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 10 Schedule 6 Page 1 of 1

1	East Loon Lake Campers' Association Interrogatory # 6
2	
3	<u>Reference:</u>
4	N/A
5	
6	Interrogatory:
7	The viewscape impact of the original route has a cost to the public in loss of property values,
8	recreational use and tourism. What towers and line can be seen from the shores and waters of
9	Loon Lake for the original route?
10	
11	<u>Response:</u>
12	Please refer to Exhibit I, Tab 10, Schedule 2.
13	
14	Public Information Centre Panels for the requested viewscapes are provided as Attachment 1 of

15 this response.



Filed: 2018-09-24 EB-2017-0364 Exhibit I-10-6 Attachment 1 Page 1 of 11



Welcome to our Community Information Centre

Lake Superior Link Project



Filed: 2018-09-24 EB-2017-0364 Exhibit I-10-6 Attachment 1 Page 2 of 11



What is the Lake Superior Link?

The Lake Superior Link project is an approximately 400 kilometre, double-circuit 230 kilovolt transmission line which would primarily be built on or adjacent to Hydro One's existing East-West Tie transmission corridor between Lakehead Transformer Station (TS) in the Municipality of Shuniah, outside of Thunder Bay, and Wawa TS, just east of Wawa





The Hydro One Advantage

Hydro One's proposal is the **most cost-effective solution** to deliver the required power supply to northwestern Ontario while also **minimizing the environmental footprint**

When compared to other proposals to build the East-West Tie line:

Hydro One's reference route is approximately 50 km shorter overall

• Hydro One has the unique ability to modify existing infrastructure through Pukaskwa National Park, significantly reducing the length of the overall transmission line and reducing impact on the Park

Our reference route would use approximately 50% less land than NextBridge's proposal

Hydro One will not be cutting new corridor or access routes through Pukaskwa National Park

• For the majority of the transmission line, Hydro One is proposing a narrower corridor (ranging from approximately 37 to 46 metres)





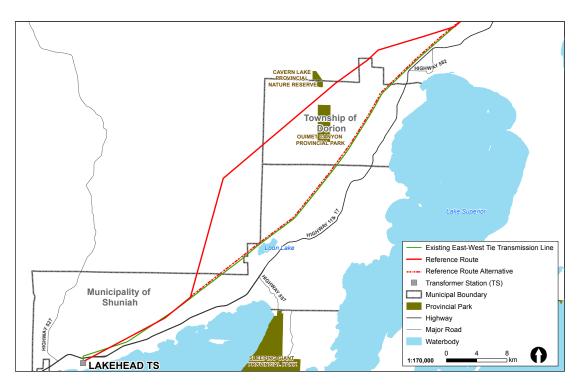
Today's Community Information Centre(CIC)

- Hydro One has initiated an Individual Environmental Assessment (EA) for the project. A Terms of Reference (ToR) was prepared to outline our work plan and submitted to the Ministry of Environment, Conservation and Parks (MECP)
- Based on feedback from stakeholders on the draft ToR released on June 11, 2018 Hydro One has added an additional reference route alternative in the Loon Lake/Dorion area
- Hydro One is responsible for evaluating alternative routes as part of the EA. Hydro One will be using existing studies and consultation records and will collect additional information on this alternate route as required
- Your participation today and comments received will be included in the Record of Consultation for our EA





Loon Lake/Dorion reference route alternative



The Dorion reference route alternative section follows the existing East-West Tie transmission line.



Filed: 2018-09-24 EB-2017-0364 Exhibit I-10-6 Attachment 1 Page 6 of 11



Visual Assessment

Hydro One has completed a visual assessment of the existing infrastructure and proposed tower locations of both the preferred route as well as the Loon Lake/Dorion reference route alternative along the existing transmission line.

Loon Lake - Reference Route Alternative



EXISTING CONDITION



PROPOSED TOWER LOCATION



Ioon Lake – Preferred Route

EXISTING CONDITION









Terms of Reference

- The MECP reviews the ToR submitted by Hydro One
- The review includes a 30 day public comment period, which commences on September 7 and closes on October 7, 2018. The comment period will be advertised to stakeholders and the public.
- Hydro One's ToR will be available online at www.HydroOne.com/LakeSuperiorLink. The ToR will be available for viewing in municipal offices, the MECP Thunder Bay and Toronto offices, during normal business hours.

All comments must be submitted to:

Antonia Testa Special Project Officer Environmental Assessment and Permissions Branch Ministry of the Environment, Conservation and Parks 135 St. Clair Avenue West 135 St. Clair Avenue West Toronto, ON M4V 1P5 Tel: 416-325-5500 Fax: 416-314-8452 Email: Antonia.Testa@ontario.ca



Filed: 2018-09-24 EB-2017-0364 Exhibit I-10-6 Attachment 1 Page 8 of 11



What approvals are required?

- Prior to constructing the Lake Superior Link, Hydro One must seek and obtain approval from the Ontario Energy Board (OEB) and the Ministry of the Environment, Conservation and Parks (MECP), as described below
- Both the OEB and MECP approvals include opportunities for public and Indigenous participation and input into the decision-making process

OEB

Leave to Construct (S. 92 of the OEB Act, 1998)

In February 2018, Hydro One filed an application with the OEB to build, own and operate the Lake Superior Link project. In August 2018 the OEB has accepted Hydro One's application and is currently reviewing our proposal.

Once approved all conditions met and land rights acquired, Hydro One will be permitted to begin construction.

The OEB review of Hydro One's application includes provisions for public consultation, stakeholder and Indigenous participation.

MECP

Environmental Assessment (EA) approval under the Environmental Assessment Act

Terms of Reference (ToR)

A ToR establishes the framework for the preparation and review of the EA. It outlines how the EA will be conducted and helps ensure that the public, Indigenous communities and government agencies know what will be considered.

EA study

This EA study will compare Hydro One's reference route to reference route alternative sections. It will consider the design alternatives, measures to avoid and minimize potential effects, and identify advantages, disadvantages, and net effects of the alternatives.

The OEB process is separate from the EA process.

To be a formal participant in the OEB hearings please speak to Hydro One representatives for more information



Filed: 2018-09-24 EB-2017-0364 Exhibit I-10-6 Attachment 1 Page 9 of 11



Consultation

- We recognize the community has already participated in extensive consultation to determine the Loon Lake/Dorion bypass. Hydro One's preferred route continues to be the Loon Lake/Dorion bypass
- CICs were advertised and held in March and June 2018 in nine communities to introduce the project and seek input
- CICs are ongoing in Indigenous communities
- The public has the opportunity to participate and provide input during the EA process and through the OEB Section 92. Leave to Construct process



Filed: 2018-09-24 EB-2017-0364 Exhibit I-10-6 Attachment 1 Page 10 of 11

hydro**G**

ANTICIPATED TIMING		CONSULTATION
June 2018	CICs across the project route	STAKE AND I ENVIR
Fall 2018	Prepare and submit ToR	STAKEHOLDERS, INDIGENOUS AND PUBLIC CONSULTATION ENVIRONMENTAL FIELD STUDIES
December2018	MECP approval of ToR	5, INDIG ONSULT
Winter and Spring 2019	Consultation with, Indigenous Communities stakeholdersand the public on the EA	ATION D STUDI
Summer 2019	MECP approval of EA	E
Fall 2019	Obtain Environmental Permits for Construction	
Late 2021	Project In-service	Opportunities for you to provide input
	~	



Filed: 2018-09-24 EB-2017-0364 Exhibit I-10-6 Attachment 1 Page 11 of 11



Thank you for joining us today!

Your input is important to us.

Please share your feedback with our team and complete a comment form before you go.

For additional information about the project or to be added to the project contact list, please call or email:

1-877-345-6799 Community.Relations@HydroOne.com

For the most up-to-date project information and project updates can you also visit our project website:

www.HydroOne.com/LakeSuperiorLink

Page 11 of 11

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 10 Schedule 7 Page 1 of 1

1	East Loon Lake Campers' Association Interrogatory # 7
2	
3	<u>Reference:</u>
4	N/A
5	
6	<u>Interrogatory:</u>
7	Has Hydro One factored into their economic costing the loss of property values, recreational
8	use and tourism, from the original route? What were those cost values?
9	
10	<u>Response:</u>
11	As outlined in Procedural Order No. 4, this proceeding does not include a review of
12	environmental concerns or aesthetics. This includes and is not limited to socio-economic impacts
13	that are assessed as part of the individual EA.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 11 Schedule 1 Page 1 of 2

Long Lake #58 First Nation Interrogatory #1

1 2

3 **Reference:**

Hydro One, LSL Environmental Assessment, Revised Draft Terms of Reference dated August
 2018 ('EA ToR"), Page 37:

6

"Storage, laydown and fly yards will be required to receive and distribute materials and 7 equipment needed for construction of the transmission line. The EA will assess sites for 8 potential usage as yards and it is expected -that these yards will be established in strategic 9 locations near the Project and communities. Materials, equipment and supplies from the 10 storage yards will be transported by truck to laydown yards or to structure locations within 11 the ROW, as required. The contractor may choose to transport materials by helicopter to 12 structure locations not accessible by ground vehicle, and more specifically to those tower 13 locations within PNP. Permits and/or authorizations for the storage and fly yards will be 14 obtained prior to their use, where applicable. Further details on number and size of yards will 15 be determined later in the EA process." 16

17

18 Interrogatory:

Has a determination been made regarding the location of supportive infrastructure sites
 including storage, laydown and fly yards? If not, what process will be used to select the
 supportive infrastructure sites? For example, please describe the geotechnical, ecological
 and archaeological studies to be undertaken with respect to supportive infrastructure sites.

23

24 2. What First Nation participation will occur during the site selection process?

25

26 **Response:**

The locations of the supportive infrastructure sites have been initially spotted in areas that
 currently exhibit the ideal location attributes, which include proximity to work areas, ability
 to access, proximity to existing infrastructure and minimum ground disturbance to upgrade to
 required standards. The project is now underway to study and confirm these attributes for
 each of these locations, including stakeholder permitting, field proofing, and environmental
 assessments.

33

With respect to environmental approvals and studies, this will be included as part of the EA work. Study and consultation pertaining to the tentative locations is in progress, and Hydro One is in the process of identifying if these locations are suitable. The same principles of Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 11 Schedule 1 Page 2 of 2

environmental assessment will apply to the evaluation of sites, i.e. to minimize and mitigate
 the negative impact to the environment. Studies to be undertaken are the same as those
 outlined in the EA documentation.

4

Consultation with Indigenous communities on the selection of supportive infrastructure sites
 will be part of the overall project Indigenous consultation approach. Refer to the
 consultation plan in Exhibit I, Tab 1 Schedule 15, Parts a, b and d, for further detail.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 11 Schedule 2 Page 1 of 1

Long Lake #58 First Nation Interrogatory #2

1 2

3 **Reference:**

"The need for construction camps during the execution of the project is expected. These
camps are anticipated to be located in Nipigon, Marathon and White River in areas that are
in proximity of the laydown yards and have easy access to the fly yards and major access
points."

8

9 *Interrogatory:*

- 10 1. Has a determination been made regarding the location of construction camps? If not, what 11 process will be used to select the construction camp sites? For example, please describe the 12 geotechnical, ecological and archaeological studies to be undertaken with respect to 13 construction camp sites.
- 14

15 2. What First Nation participation will occur during the site selection process?

1617 *Response:*

- The approach to the location of construction camps is the same as other supportive
 infrastructure sites. Please refer to response Exhibit I, Tab 11, Schedule 1.
- 20
- Consultation with Indigenous communities on the selection of construction camps will be
 the same as Supportive Infrastructure described in Exhibit I, Tab 11, Schedule 1.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 11 Schedule 3 Page 1 of 1

1	Long Lake #58 First Nation Interrogatory # 3
2	
3	<u>Reference:</u>
4	EA ToR, record of Consultation for the Terms of Reference, Appendix F Indigenous
5	Community Correspondence, Archaeological Research Associates Ltd. (ARA) Letter dated
6	July 29, 2918 RE: Lake Superior Link Stage 1 and 2 Archaeological Assessments, Project
7	Introduction and Invitation to Participate:
8	
9	Interrogatory:
10	1. Have Stage 1 and 2 archaeological studies been completed along the corridor? Have any
11	artifacts been found? If so, what process is in place for engaging with First Nations?
12	
13	2. Were Stage 1 and 2 archaeological studies conducted for the supportive infrastructure sites?
14	If so, were artifacts found? How will First Nations be engaged if artifacts are found?
15	
16	3. Should Stage 3 and/or 4 archaeological work be necessary would Long Lake #58 First Nation
17	be permitted to send archaeological monitors?
18	
19	<u>Response:</u>
20	1. Stage 1 and 2 archaeological studies are currently in progress but reports are not yet
21	completed. The process for engaging Indigenous Communities is outlined in response
22	Exhibit I, Tab 1, Schedule 15. With respect to archaeology, all interested Indigenous
23	communities have been offered the opportunity to provide monitors during the
24	archaeological studies and have been offered capacity funding for this activity. If there are
25	any findings, Hydro One will engage Indigenous Communities regarding next steps.
26	2. Stage 1 and 2 archaeological studies will be included for supportive infrastructure sites where
27 28	the ground will be disturbed. Engagement of Indigenous Communities will be the same as
28 29	that described in part 1) above.
30	
20	

31 3. Yes, Long Lake #58 First Nation would be engaged to determine if they would like to send 32 monitors, and capacity funding will be made available.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 11 Schedule 4 Page 1 of 1

1	Long Lake #58 First Nation Interrogatory # 4
2	
3	<u>Reference:</u>
4	Hydro One Application EB-2017-0364, Exhibit B, Tab 1, Schedule 1 pages 11-12; and Exhibit
5	H, Tab 1, Schedule 1, pages 1-5 (February 15, 2018):
6	
7	Interrogatory:
8	1. Please describe your consultation plan and timelines with respect to any regulatory approvals
9	required to support your leave to construct application.
10	
11	<u>Response:</u>
12	1. Please refer to response Exhibit I, Tab 1, Schedule 16 for Hydro One's Consultation Plan.
13	Additionally, please refer to Exhibit I, Tab 1, Schedule 14, Attachment 1, for the schedule of
14	regulatory approvals.

Filed: 2018-09-24 EB-2017-0364 Exhibit I Tab 11 Schedule 5 Page 1 of 1

1	Long Lake #58 First Nation Interrogatory # 5
2	
3	<u>Reference:</u>
4	N/A
5	
6	Interrogatory:
7	1. Taking into consideration Ontario's 2017 Long Term Energy Plan, how has future expansion
8	along with the proposed LSL been considered in your feasibility analysis and EA process?
9	
10	<u>Response:</u>
11	1. The 2017 Long Term Energy Plan (LTEP) states that "the IESO's demand outlook indicates
12	that there will be no need for any major expansion of the province's transmission system
13	beyond the projects already planned or under development." The projects in the North
14	already planned or under development, other than the East-West Tie (Hydro One's proposed
15	LSL) include:
16	a. The 230 kV line from the Dryden area to Pickle Lake; and
17	
18	b. The 230 kV Northwest Bulk Transmission Line (NWBTL), consisting of: Phase 1, a
19	new transmission line from Thunder Bay to Atikokan; Phase 2, a new transmission
20	line from Atikokan to Dryden; and Phase 3, a new transmission line from Dryden to
21	the Manitoba border.
22	Other than the LSL and the NWBTL connecting to Lakehead Transmission Station near
23	Thunder Bay, these projects do not have other attributes that would require special
24 25	consideration regarding feasibility for the LSL.
26	consideration regarding reasionity for the LSL.
27	With respect to the EA process, as identified in the draft ToR, an extensive alternatives
28	assessment process has been previously performed by the MoE, MNDM, OEB and IESO as
29	part of the needs assessments and rationale for the project conducted by OPA and IESO. In
30	these assessments, other alternatives to the LSL undertaking, such as local generation and
31	other transmission solutions, were assessed; and the proposed East-West Tie Corridor
32	Expansion transmission project was identified as the preferred option by IESO. This
33	preferred option considered other development projects in northern Ontario, as described
34	above. Therefore, Hydro One is preparing a focused EA as requested and is not revisiting
35	these previous needs assessments and studies.