

**EB-2022-0140**

**Ontario Energy Board**

**IN THE MATTER OF** the *Ontario Energy Board Act, 1998*, S.O. 1998, c. 15, Schedule B; and  
in particular sections 92 and 97 thereof

**AND IN THE MATTER OF** an application by Hydro One Networks Inc. for leave to construct  
an electricity transmission line between Chatham Switching Station and Lakeshore Transmission  
Station

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**SUPPLEMENTAL WRITTEN INTERROGATORIES**

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## PRICES: PROJECT COSTS

### Interrogatory # 1-HDI-1

#### Preamble:

In Procedural Order No. 2, dated August 23, 2022, the Ontario Energy Board (“**OEB**”) made “provision for supplemental interrogatories to allow parties to explore the quantum of Environmental Assessment costs or costs related to Indigenous consultation, that are included in the application.” The OEB also indicated that it “would be assisted by a better understanding of what these costs are forecast to be, to the extent that they are reflected in the Project budget and are intended to ultimately be recovered through rates.”

#### Questions:

1. What is the quantum of Hydro One’s costs in relation to the Environmental Assessment (alternatively, an Environmental Study Report)?
  - a. Please provide materials detailing Hydro One’s costs relating to the Environmental Assessment and/or Study Report.
  - b. Do these costs include the completion and delivery of the final Environmental Study Report?
  - c. If not, what are the expected costs to complete and deliver the final Environmental Study Report?
  - d. When does Hydro One expect to deliver a final Environmental Study Report?
2. What is the quantum of Hydro One’s costs in relation to Indigenous consultation?
  - a. Please provide materials detailing Hydro One’s costs relating to Indigenous consultation.
3. What is the quantum of Hydro One’s costs in relation to engagement and/or consultation with the Haudenosaunee Confederacy, whether through the Haudenosaunee Confederacy Chiefs Council (the “**HCCC**”) or the Haudenosaunee Development Institute (“**HDI**”)?
  - a. Please provide materials detailing Hydro One’s costs relating to engagement and/or consultation with the Haudenosaunee Confederacy, whether through the HCCC or HDI.
4. What is the quantum of capacity funding provided by Hydro One to Indigenous groups or Nations in relation to the proposed project?
  - a. Please provide materials detailing Hydro One’s provision of capacity funding to Indigenous groups or Nations in relation to the proposed project.
5. What is the quantum of capacity funding provided by Hydro One to the Haudenosaunee Confederacy in relation to the proposed project, whether through the HCCC or HDI?
  - a. Please provide materials detailing Hydro One’s provision of capacity funding to the Haudenosaunee Confederacy in relation to the proposed project, whether through the HCCC or HDI.
  - b. If capacity funding has not been provided to the Haudenosaunee Confederacy, please explain why.

6. What is the quantum (actual or estimated) of Hydro One's costs in relation to the following:
  - a. Obtaining the consent of the Haudenosaunee, through the HCCC, to proceed with the proposed project on land subject to established Haudenosaunee treaty rights and interests?
  - b. Justifying the infringement of established Haudenosaunee treaty rights and interests resulting from Hydro One's proposed project?
  - c. Responding to protest relating to construction of Hydro One's proposed project on treaty lands?
  - d. Hydro One's exposure to discrimination-based legal claims where Hydro One has entered into equity agreements with particular Indigenous groups to the exclusion of others?
7. Will the costs enumerated in Question 6 form part of Hydro One's future rate-based applications in respect of the proposed project?
  - a. How are the costs enumerated in Question 6 accounted for in terms of assessing material risks associated with Hydro One's proposed project?

Interrogatory # 1-HDI-2

Reference: Exhibit B, Tab 1, Schedule 1

“Hydro One is committed to working with Indigenous Peoples in a spirit of cooperation and shared responsibility. We acknowledge that Indigenous Peoples have unique historic and cultural relationships with their land and a unique knowledge of the natural environment. Forging meaningful relationships with Indigenous Peoples based upon trust, confidence, and accountability is vital to achieving our corporate objectives. Hydro One has been engaging with communities since early in the development process and will continue that engagement throughout the life cycle of the Project. Additionally, Hydro One has, and will continue to throughout the life cycle of the Project, engaged in extensive economic participation negotiations with impacted Indigenous communities including employment, training, contracting and equity participation in the Project.

Questions:

1. Describe Hydro One's “extensive economic participation negotiations with impacted Indigenous communities”.
  - a. What employment agreements have these negotiations resulted in? Please describe each agreement, including the parties to the agreement and general financial terms.
  - b. What training agreements have these negotiations resulted in? Please describe each agreement, including the parties to the agreement and general financial terms.
  - c. What contracting agreements have these negotiations resulted in? Please describe each agreement, including the parties to the agreement and general financial terms.

- d. What other agreements have these negotiations resulted in? Please describe each agreement, including the parties to the agreement and general financial terms.
2. Describe any “equity participation” of Indigenous groups or Nations in the proposed project.
  - a. Please provide materials detailing such equity participation in the proposed project.
3. Describe any “equity participation” of the Haudenosaunee in the proposed project.
  - a. Please provide materials detailing such equity participation in the proposed project.
  - b. Is Hydro One willing to discuss and/or negotiate with the Haudenosaunee, through HDI, any “equity participation” of the Haudenosaunee in Hydro One’s proposed project?
  - c. Will Hydro One commit to discussing and/or negotiating with the Haudenosaunee, through HDI, any “equity participation” of the Haudenosaunee in Hydro One’s proposed project?
4. Does any Indigenous group or Nation have an equity interest in Hydro One’s proposed project?
  - a. If so, please provide details regarding any Indigenous group or Nation’s equity interest.

## CONDITIONS OF APPROVAL

### Interrogatory # 5-HDI-1

Preamble: In Procedural Order No. 2, dated August 23, 2022, the OEB noted that “standard conditions for an electricity leave to construct approval already include a requirement that a proponent “obtain all necessary approvals, permits, licences, certificates, agreements and rights required to construct, operate and maintain the project.” Approvals that Hydro One requires with respect to the Environmental Assessment are covered by this provision.”

#### Questions:

1. Has Hydro One finalized or received a final Environmental Assessment (or, alternatively, a final Environmental Study Report)?
  - a. If so, please provide the final Environmental Assessment/Study Report.
  - b. If not, will Hydro One move forward with its application for leave to construct (or, in other words, continue to seek leave to construct through its application) absent a final Environmental Assessment/Study Report?
  - c. Will Hydro One move forward with its application for leave to construct (or, in other words, continue to seek leave to construct through its application) with a final Environmental Assessment/Study Report that:
    - i. Does not find that the Crown’s duty to engage and/or consult with the Haudenosaunee, whether through the HCCC or HDI, was sufficiently or adequately discharged?
    - ii. Does not address the sufficiency or adequacy of the Crown’s duty to engage and/or consult with the Haudenosaunee, whether through the HCCC or HDI?

**ALL OF WHICH IS RESPECTFULLY SUBMITTED** this 8<sup>th</sup> day of September, 2022.

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