

HONI-1:

Reference: Exhibit A-6-1, Indigenous, Métis and Customer Engagement
Exhibit B-1-2, Project Planning and Development
Exhibit B-1-4, Project Organization and Execution

Preamble: In Exhibit B-1-2, Page 12-13:

Throughout 2021, WPLP with the assistance of OSLP continued to engage and communicate with potentially impacted Indigenous and Metis communities on a variety of issues, including but not limited to routing changes, permanent land access plans, permitting work, back-up power, employment and training opportunities, and IPA transfers. In particular, during 2021 WPLP with support from OSLP held:

- seven in-person meetings with communities, during which the discussions related to topics that included, but were not limited to, the proposed permanent access for operational purposes for the project, updates on project status, archaeology, health and safety, permitting, land access, IPA transfer, backup power, and Indigenous participation, along with community-specific questions and feedback;
- eight community-specific radio shows (some with Microsoft Teams option) to provide updates on the Transmission Project, land protocols, COVID protocols, and Indigenous participation. Participating First Nation members had the opportunity to call in to ask questions;
- over a dozen teleconferences to address community-specific project related issues, including, but not limited to, routing, substation locations, and COVID impact;
- monthly meetings with Community leadership on COVID-19; and
- four videoconferences for the Community Liaisons presenting information and Indigenous participation opportunities associated with the right of way and access, tower preparation and assembly, tower erection and stringing, and substations.

Request:

- a) What Indigenous participation opportunities have been presented to communities in terms of: employment and training; procurement services; and right of way and access, tower preparation and assembly, tower erection and stringing, and substations, and what are the results/uptake from these opportunities?

- b) Please provide a summary of the feedback received from the communities as part of the activities described in the Preamble, including any areas of concern expressed by attendees.
- c) Please provide any reports provided by OSLP to WPLP regarding the activities described in the Preamble, and their outcomes.
- d) Please summarize the Capacity building and Meaningful Participation as described at Exhibit B-01-04, pp. 2-4 performed to date.

Response:

- a) The Indigenous participation opportunities are as follows:

Employment and Training

Indigenous workers have been hired both directly by the EPC Contractor as well as indirectly through subcontractors to Valard. Since the start of construction in 2020, there have been 346 Indigenous workers from Participating First Nations and 202 Indigenous workers from non-Participating First Nations hired directly by the EPC Contractor. In addition, there have been 513 Indigenous workers from Participating First Nations and 775 Indigenous workers from non-Participating First Nations hired indirectly through subcontractors to Valard.

The table below indicates the percentage of employees in key work areas made up by Participating First Nation members in 2021 (i.e. 48.1% of employees performing tower assembly are Participating First Nation members):

Activity	% Indigenous Participation
Tower Assembly	48.1
Environment	22.7
Erection	16.4
Foundations and Anchors (Valard Crews Only)	22.4
Survey (Geomatics)	11.1
Guy Wire	24.8
Indigenous Relations	81.5
Material Handling	24.0
Grounding	25.8

There have been multiple training initiatives covering a range of disciplines delivered for Indigenous workers to build workforce capacity, prepare them for employment on the Project, and support their success. These initiatives are helping to provide a pool of qualified personnel

from within the Project area, which is available to the EPC Contractor, its subcontractors and to WPLP. The types of training programs delivered include:

- Powerline Construction Work Readiness (“PCWR”) – which provides training on the essential knowledge for workers to prepare for work on powerlines.
- Line Crew Ground Support Training (“LCGSP”) - which provides work-ready powerline construction training program delivered in Thunder Bay that provides classroom and hands-on skills. Graduates of this program have secured work in powerline construction and are working as powerline ground crew, tower assemblers and powerline technician apprentices. An all-women version of this program was delivered in 2021 to increase the number of Indigenous women working on the Project.
- Mechanical Harvesting Equipment Operator (“MHEO”) Training – which provides training certification in Safety and Heavy Equipment Operation and was specifically designed to prepare participants for employment opportunities in the building of the Wataynikaneyap Power Line Project and Power Sector. The program included training in OHSA Worker Awareness, Chainsaw Safe Handling and Maintenance, SP102 Forest Fire Fighting, Standard First Aid, Working at Heights, and Forestry Heavy Equipment Operation in a harvesting environment.
- Remote Camp and Cook (“RCC”) Training which provides training in culinary, safety, nutrition, and kitchen management specifically designed to prepare participants for employment opportunities in the food and kitchen services sector and work camps.
- Environmental Monitoring and Protection (“EM”) Training - which provides training for land-based monitoring through a blend of Western science and Indigenous knowledge.
- Surface Miner – which provides transferable skills that can be used by participants in the powerline industry (not funded by WPLP or included in rate application).
- Pre-Employment Training (“PET”) - which focused on core skills, employability, confidence building, and general skills.
- Chainsaw /SP100 Training – which focused on chainsaw safety training and certification to work as a member of a burning crew.
- Security Guard Training –which focused on instruction required to complete the Ontario security guard exam.

A summary of project wide employment as at July 31, 2022 and the training programs for the project as a whole are included in the following table:

COMMUNITY	TOTAL	On Reserve	Off Reserve	Employed			Training Program										
				Direct	Indirect	Labour Pool Database	PCWR	LCGSP	MHEO	RCC	EM	Surface Miner	PET	Chainsaw/ SP100	Security Guard	Total Trainees	
Total Population	43054	32038	11780	87	50	971	149	74	30	33	24	8	75	76	10	479	
				137			479										

Please refer to the Indigenous Participation Newsletter provided in response to HONI IR 1 (c) for additional information.

Procurement Services

Indigenous businesses are provided with opportunities to meaningfully benefit from the Project through procurement and subcontracting. Since the start of the construction in 2020, Indigenous businesses have been awarded multiple contracts performing a wide range of business services in support of the Project. Indigenous businesses have provided services in the following areas:

- Heavy Civil Construction
- Aggregates
- Right of Way Clearing
- Security Services
- Electrical Contracting
- Civil Works
- Substations and Substation Civil Work
- Water and Septic
- Clearing and Timber Salvage
- Hand felling, slashing, and clearing
- Pile and Burn
- Access Construction
- Transmission Line Foundations
- Fencing, Drilling, Blasting & Geotechnical Services
- Excavation Services
- Communication Services
- Natural and Environmental Services
- Forestry Mechanical Harvesting
- Camp infrastructure and operations
- Fuel Supply
- Access Matting and Prefab Bridges
- Fuel Transport and Supply
- Equipment Rentals
- Health and Safety Services
- Engineering Services
- Helicopter Services
- Broadband Services
- Air Transport Services
- Housekeeping and Catering

As of April 30, 2022, 85 contracts have been executed for approximately \$205 million. Please refer to the Indigenous Participation Newsletter provided in response to HONI IR 1 (c) for additional information.

- b) Response from First Nations on engagement efforts has been predominantly positive with members being thankful for the opportunity to learn more about the project and its progress. Throughout 2021 and 2022, questions or concerns were primarily in the following areas: routing of the project, the history of engagement, fuel spills, garbage on the project, COVID-19 protocols, environmental monitoring, and construction activities (including location and use of access roads, location and condition of water crossings, use and sources of aggregate, clearing authorization, speeding, delivery and burning of timber, and helicopter activity).

- c) WPLP has attached the latest Indigenous Participation Newsletter prepared by OSLP regarding the activities described in the Preamble.
- d) Please refer to the responses to parts (a) and (c), above. Additional information can be found on the following websites:

[Home - Watay Power](https://www.wataypower.ca) “https://www.wataypower.ca”

Opiikapawiiin Services LP $\triangleright \wedge b < \Delta \cdot \Delta \cdot \Gamma \Delta \nabla \cdot \Delta \cdot \alpha \cdot \Delta$ (oslp.ca) <https://www.oslp.ca>

Attachment 1

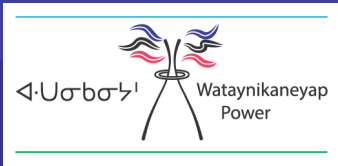
Indigenous Participation Update September 2022

Looking straight up at a fixed reactor. Reactors control the voltage of the power system.

Wataynikaneyap Transmission Line Project & Opiikapawiin Services



Photo Credit: Mitchell Applin



Opiikapawiin Services LP provides a variety of services to Wataynikaneyap Power through a service agreement. Opiikapawiin is also providing support and facilitation to Wataynikaneyap’s Engineering, Procurement and Construction (EPC) Contractor, Valard, as they engage with the Participating First Nations on Indigenous Participation activities. Opiikapawiin is owned 100% by 24 First Nations. Opiikapawiin, Wataynikaneyap, and Valard are working together to maximize Indigenous Participation on the Wataynikaneyap Transmission Line Project.

Opiikapawiin’s services include:

- employment and training
- community readiness
- business readiness
- community engagement
- communication

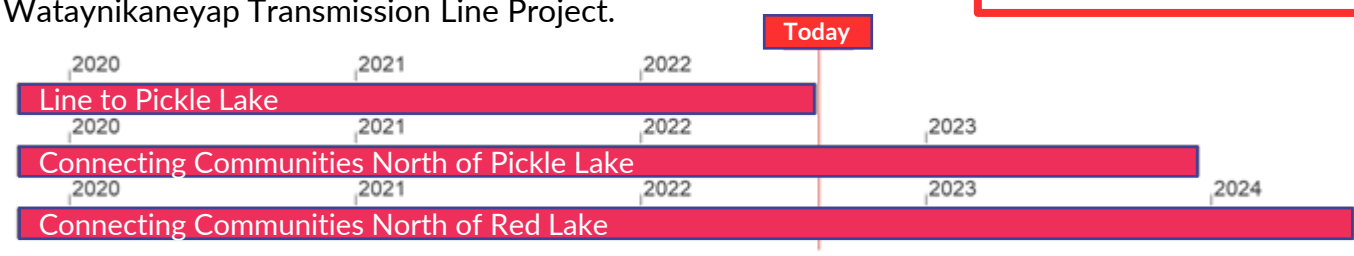


Table of Contents	Page
Construction Update	2-5
Employment Update	6
Training Update	7
IESO Expanding Remote First Nation Energy Efficiency Program	8
Engagement	9
Business	10
Subcontractor Profile	11
Wataynikaneyap Power Project Map	12

Do you have a question or concern about the Wataynikaneyap Transmission Line Project?

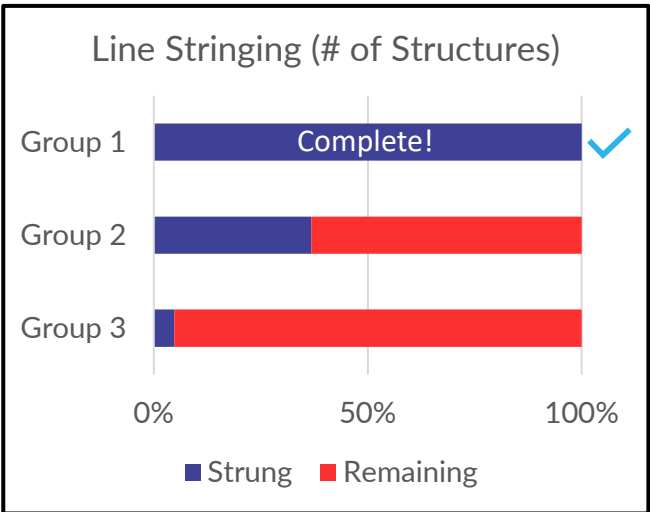
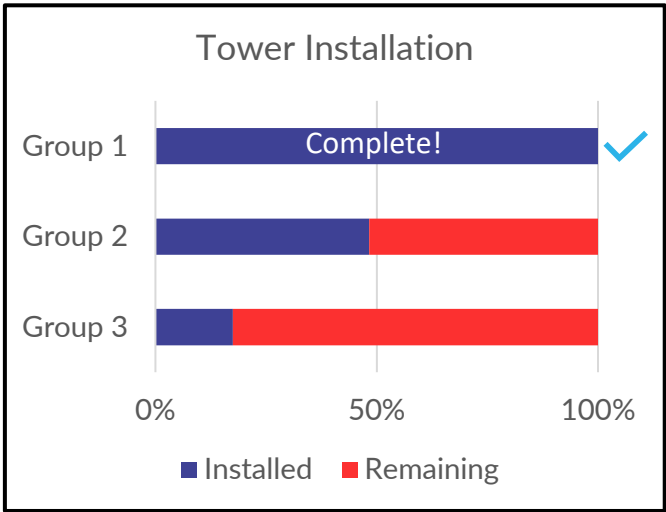
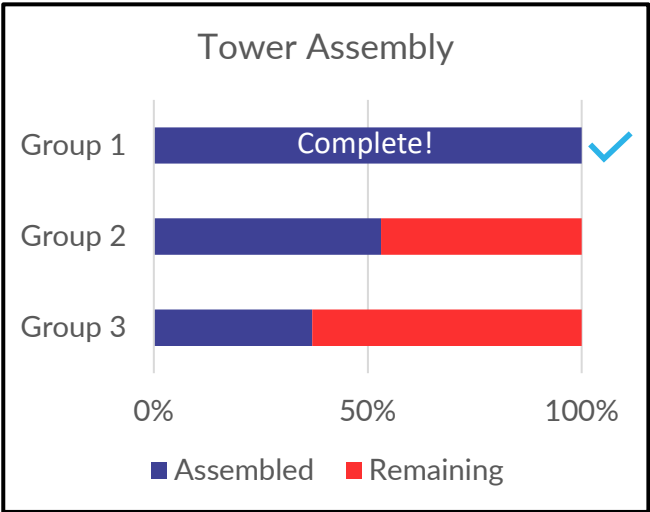
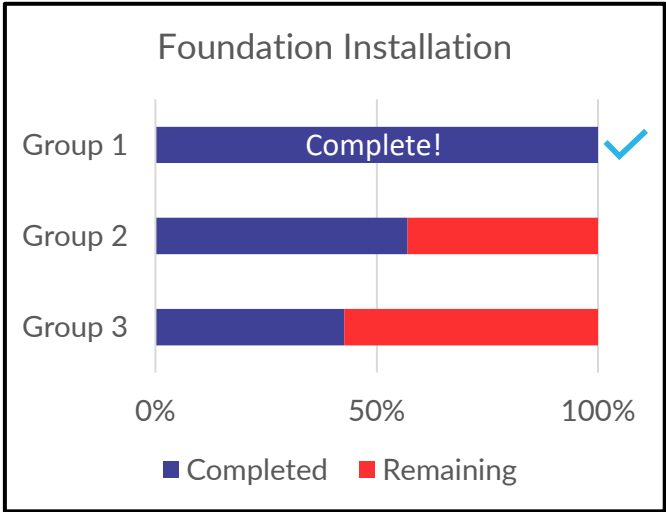
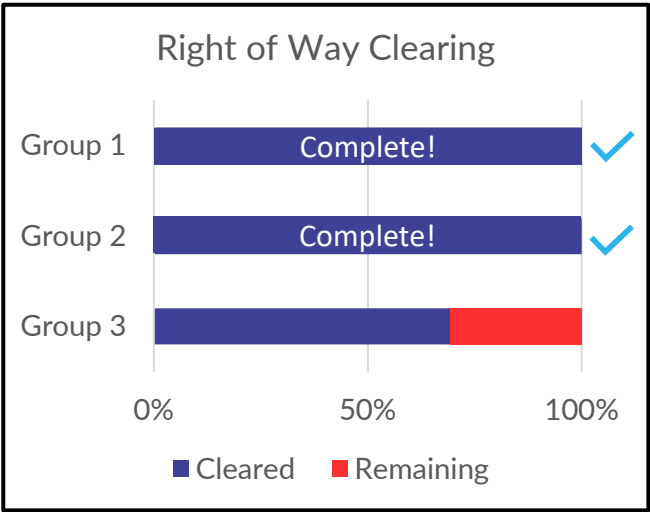


Phone: 807-577-5955 ext. 117
(don't forget to leave your contact information!)
Email: watayinquiries@wataypower.ca

Your question or concern will be sent to the appropriate person or department. We will follow up with an answer or more information as quickly as we can!



Construction Progress – up to July 29, 2022



Valard began work on the Project in October of 2019 and has been making progress in the following areas:

- Design and Procurement of Materials
- Surveying and Clearing of the Right of Way
- Camp Setup and Services
- Foundation and Anchor Construction
- Tower Assembly
- Tower Installation
- Substation Preparation
- Material Delivery
- Stringing Activities



Wataynikaneyap Power Reaches Major Milestone!



Phase 1 Energization of 'line that brings light' is one step closer to powering the remote North! Wataynikaneyap Power is pleased to announce the completion and energization of a 230 kV line, approximately 300 kilometres from Dinorwic to Pickle Lake, Ontario. This is the first part of the 1,800 km Wataynikaneyap Power Transmission Project that is being built to connect 17 remote First Nations to the Ontario power grid.



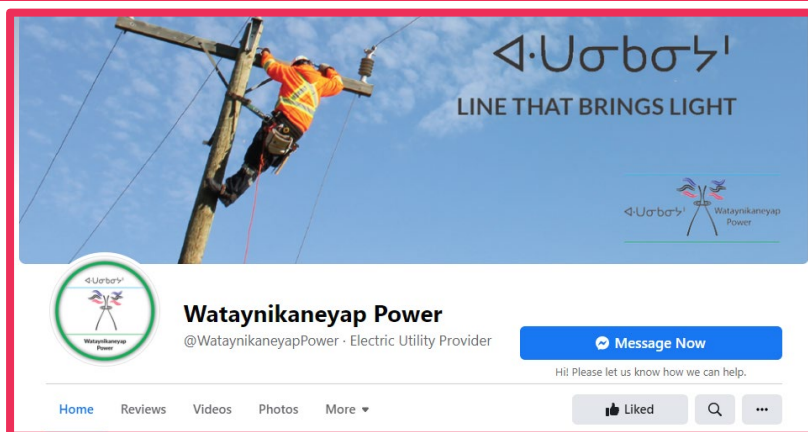
The new 230 kV upgrade to Pickle Lake will increase the load supply capabilities and provide the operating flexibility to meet the needs of the remote communities that will be energized in Phase 2 of the Project.

There are two main substations for the 230 kV energization. Dinorwic Substation will serve as the connection to the provincial power grid while Pickle Lake Substation will step down the power from 230 kV to 115 kV.

"I am honoured and pleased to announce that we are celebrating the completion and energization of the 230 kV line to enable the connection of 17 remote First Nations to reliable, clean energy as mandated by our Chiefs and supported by our partners," says Margaret Kenequanash, CEO of Wataynikaneyap Power. "This achievement took years of negotiations, perseverance, commitment, and working together by the First Nations, governments, and industry to bring the 230 kV line to the region. This is a big step forward and a huge milestone towards fulfilling the vision." Wataynikaneyap Power will be celebrating the energization of the 230 kV line with its First Nation communities in mid-September.

For full press release, please visit: www.wataypower.ca/updates

Wataynikaneyap Transmission Line Communications

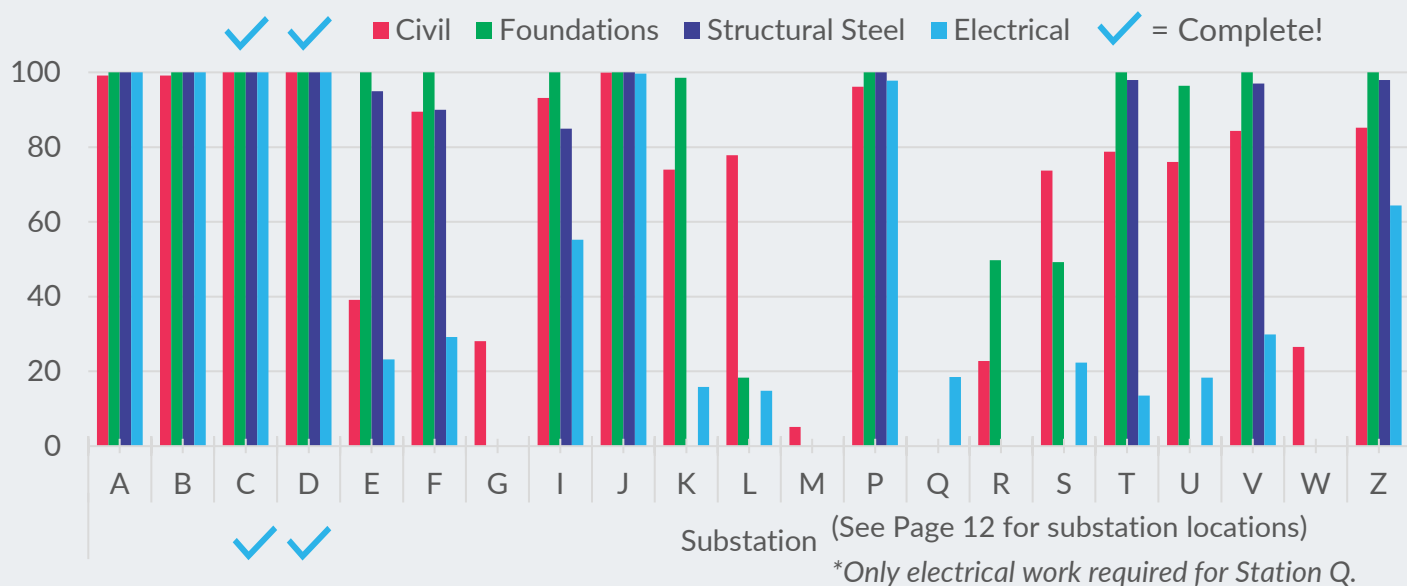


Wataynikaneyap Power Facebook Page

www.facebook.com/WataynikaneyapPower

- Photos of project construction
- Project announcements and company updates
- Employment opportunities with Wataynikaneyap
- Fact sheets
- Contests

Substation Construction Progress (% complete as of July 29, 2022)



Wataynikaneyap Substation Photos

These transformers are stored in Winnipeg before being delivered to the substation. The transformers drop the voltage down so it can be distributed safely through the existing distribution lines in each community.



Security fence in place around the Pickle Lake substation. Fences have barbed wire at the top to deter unauthorized people from entering and are installed below ground level to prevent animals from digging underneath.

For more information on substation safety, go to:

www.oslp.ca/informationbulletins

and click on "Substation Safety"!

Wataynikaneyap Substation Photos



Insulating stone is installed at Pickle Lake Substation. Insulating stone is part of the safe barrier between the ground grid beneath the substation, and the people and vehicles above. "Grounding" is the process of directing excess electricity safely to the ground grid via ground wires in case of a fault so that it doesn't cause a fire or injury. It is an essential safety component in most electrical systems.

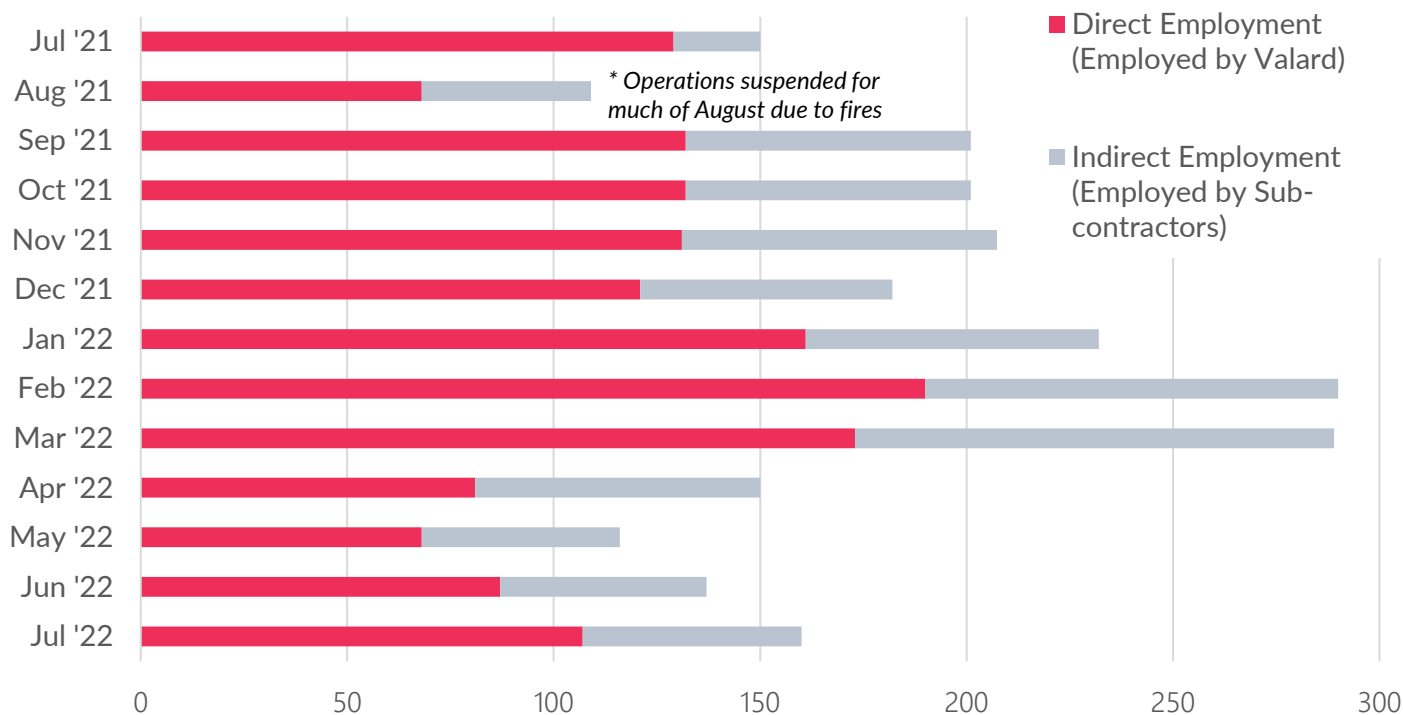


A frame structure at the Pickle Lake Substation keeps the conductors (i.e. wires) high off the ground and is designed to withstand the pulling force of the line's tension.



230 kV Reactors at the Pickle Lake Substation. Reactors control the voltage of the electricity.

Participating First Nation Employee Information (Up to July 2022)



Not all sub-contractors have provided information. The above includes any person who has charged time to the project.

Active/Recent Job Postings

Interested in any of the below job postings? Visit www.oslp.ca/careers OR email projectjobs@oslp.ca

OR ask your Community Liaison for more information!

Company	Positions
VALARD	Indigenous Construction Liaison (For Groups 2 and 3 only)
OUTLAND CAMPS AND CATERING (JV Partner to 7 communities)	Camp Manager, Camp Administrator, Head Chef, Cooks, Bakers, Kitchen Support, Housekeeper, Janitor, Driver
SYNTERRA SECURITY SOLUTIONS (JV Partner to 6 communities)	Licensed Security Guard, Yard Attendant
SIGFUSSON GROUP LP (JV Partner to 9 communities)	Skilled Labourer, Dozer and Excavator Operators, Grader Operator, Foremen, Heavy Duty Mechanics, Service/Lube Techs

Please contact Elaine Keesick (e.keesick@oslp.ca), Geoffrey Otto (g.otto@oslp.ca), or Karla Kakegamic (k.kakegamic@oslp.ca) if you have the skillset to become a **Driver, Heavy Equipment Operator, Chainsaw Operator, or Burning Crew Member** and are interested in obtaining work on the Wataynikaneyap Project in the upcoming months. Valard's subcontractors will be hiring in these areas!



ARE YOU A FORMER OPIIKAPAWIIN TRAINEE?

We would love to get an update on what you're up to!

Answer the four questions at the link below and you can win a prize!



For any questions,
please contact:

Laura Calmwind

Training Program Manager

l.calmwind@oslp.ca

(807) 630-2196



Please visit:

<https://www.oslp.ca/training-participants>

AZ Driver Training



AZ Driver training has started as of August 8th! Trainees will have a total of 6 weeks training, including two (2) weeks of classroom learning and four (4) weeks of practical training.

Upcoming Community-Based Pre-Employment Training Programs:

August 31 st – September 21 st , 2022	PET 6	Sandy Lake First Nation/Sachigo Lake First Nation (Combined)
October 2022	PET 7	North Caribou Lake First Nation
November 2022	PET 8	Kingfisher Lake First Nation
January 2023	PET 9	Kitchenuhmaykoosib Inninuwig/Wapekeka – To be Confirmed

Other Upcoming Training Programs!

September 20 th – 30 th , 2022	Wilderness First Aid
October 10 th – 14 th 2022	Security Guard
Fall 2022	Land Based Environment
Fall/Winter 2022	Project Management Training
Fall/Winter 2022	Powerline Construction Work Readiness

All up-to-date training opportunities and their application forms can be found on the Opiikapawin Services website: www.oslp.ca/training

You can also contact your Community Liaison or Toinette Kakepetum (OSLP Training Coordinator at t.kakepetum@oslp.ca), if you need help applying for training opportunities.

IESO Expanding Remote First Nation Energy Efficiency Program

The IESO (Independent Electricity System Operator) and Opiikapawin teams travelled to Kitchenuhmaykoosib Inninuwig on August 3rd to kick off the IESO Expanding Remote First Nation Energy Efficiency Program.

The IESO is expanding its energy efficiency program to remote First Nations that will be connecting to Ontario's electricity grid through the Wataynikaneyap transmission line.

Participants in the program receive a free home energy audit to assess how electricity is being used and to identify opportunities for the installation of energy-efficient products like lighting, appliances, insulation and pipe wrapping. All homes are eligible to participate. Energy-efficient lighting will also be available to small businesses, recreational facilities and band-owned buildings.

The program will run from 2022 to 2024 and will be delivered to several communities each year. The IESO will work with Chief and Council of each eligible community to confirm participation and households will be asked to sign up to participate.



Energy Conservation Program launch team in K.I.



Eligible communities:

Bearskin Lake, Deer Lake, Keewaywin, Kingfisher Lake, Kitchenuhmaykoosib Inninuwig, Muskrat Dam, North Spirit Lake, Pikangikum, Poplar Hill, Sandy Lake, Wapekeka, and Wawakapewin



Quick inspection of the exterior ventilation for a Heat Recovery Ventilation (HRV) unit.



One of many energy audits to come!

The IESO is looking forward to making contact with eligible communities. More information will be provided in the weeks and months ahead. Preliminary questions can be directed to:

IndigenousRelations@ieso.ca

Kingfisher Lake Community Visit



A great turnout for the community engagement meeting in Kingfisher Lake on **August 8th**, where the Wataynikaneyap Power and Opiikapawiin Services teams provided updates on Project Progress & Schedule, Health & Safety, Environment & Permitting, Land Access, and Indigenous Participation. Community Members had the opportunity to ask questions, and lunch was provided!



Sometimes team members get to visit their home community. Opiikapawiin's Keisha Peters-Mamakwa (Indigenous Engagement and Administrative Support) hadn't been home to Kingfisher Lake for five or six years!



Em Cee Micah Winter, Kingfisher Lake's Community Liaison!

Thank you, Micah, for all your work arranging the meeting venue and catering staff and ensuring all went smoothly!



Transmission Engineer, Jordan Davidson presenting a Project Update to Kingfisher Lake community members.

If you have questions or suggestions about project engagement or communications, or you would like us to visit your community, please let us know. We also appreciate suggestions for the content of this newsletter.

Contact: **Karen Saunders**,
Indigenous Engagement Manager
k.saunders@oslp.ca or
(807) 620-1902

Valard will procure goods and services from Participating First Nation Businesses and Participating First Nation Member Businesses for the following “set asides” whenever capacity and scope can be successfully achieved by the business. If set aside work is unable to be awarded to a Participating First Nation business initially, Valard is expected to transition the work to new or developing Participating First Nation businesses when they have the capacity to take on the work.

The list of **set-asides** are:

- Access road construction and maintenance (e.g. aggregates and matting)
- Camp set up and management
- Catering and food services
- Clearing and grubbing
- Communications (fiber splicing)
- Environmental monitoring
- Equipment rentals
- Local knowledge holders
- Training
- Transportation services (e.g., helicopters and charters)
- Security
- Storage facility rental
- Surveying

Are you in business or developing a business in these areas? Contact OSLP today!

Business Directory

Opiikapawiin Services LP maintains a business registry that contains Participating First Nation Business Profiles and is referred to as the **Wataynikaneyap Business Directory**. This Directory can be shared with potential contractors and/or subcontractors to help facilitate First Nation business opportunities.

For information on how to register your Participating First Nation business or joint venture, please contact:

Ivan Donio,
Indigenous Strategic Sourcing Advisor
 email i.donio@oslp.ca
 Office: (807) 474-3300 ext. 211
 Cell: (807) 633-4856

If you have questions about business and economic development opportunities, please contact:

Marlon Gasparotto,
Indigenous Business and Economic Development Advisor

E-mail: m.gasparotto@oslp.ca

Office: (807) 474-3300 ext. 212

Cell: (807) 633-9373

Valard's Selection Process Considerations:

- Capacity to perform the required work scope
- Capabilities of the business align with the required skillsets
- Cost relative to budget and market supply/delivery

Matting on the line between Red Lake and Pikangikum First Nation.

Wooden mats are used on soft, wet ground to protect it from rutting from vehicles. The mats are then collected, cleaned, and moved to the next location!





Purpose - To capture revenue generation opportunities within Windigo First Nations (WFN) traditional territories. Employment and training for WFN Community Members.

Vision - The Windigo Community Development Corporation (WCDC) exists to improve the overall quality of life of the Windigo First Nations as a key player in the economic and community development of the North.

At a Glance - Windigo Community Development Corporation (WCDC) in northwestern Ontario is 100% First Nation-owned and was established in the late 1990s. Its First Nation shareholders include Bearskin Lake First Nation, Cat Lake First Nation, North Caribou Lake First Nation, Sachigo Lake First Nation, and Slate Falls Nation.

The purpose of WCDC is to improve the overall quality of life of the Windigo First Nations through economic development and employment and training for WCDC community members.

WCDC is an investment company that either has complete or majority ownership in companies providing a wide range of products and services and establishes strategic partnerships to grow into new markets.

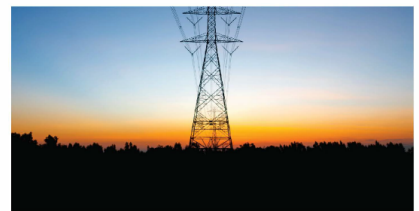
Today WCDC employs more than a hundred and twenty (120) employees, has strong financial statements and is well positioned to increase its business in both existing and new markets.

Our company boasts a eighty four percent (84%) First Nation employment rate and is the pride of the Windigo First Nations.

Owned Businesses - Windigo Catering, Boreal Solutions, HUB YXL, Mahun Store, Windigo Contracts, Windigo Property LP

Partnerships - Biidabun, Lowreys, Mocassin Trails, Washteh, Perron Contracting, Morgan Fuels, STRAD

Windigo Catering is First Nation-owned company that provides high-quality catering, camp, and site management services to the Watay project and other projects across Northern Ontario. We understand the challenges of running a large-scale operation in a remote location. That's why we offer complete camp services to take care of all the logistics, from check-in to check-out. We provide everything you need to keep your team comfortable and productive so you can focus on what you do best. We can provide food and catering services, camp management and recycling services, cleaning and maintenance services, and much more. We also offer a range of social and recreational activities to help your team relax and unwind after a long day's work. Our experienced team is ready to serve you.



Camp Catering & Food Services



- Red Seal chefs
- Experienced cooks
- On-site food services
- Food delivery

Housekeeping, Laundry & Janitorial



- Keeping rooms in tip-top shape and sanitized
- Services include laundry, beds, linens, garbage disposals and bathrooms

Camp Management



- Ensure smooth day-to-day operations
- Responsibilities include every element in and around your camp

On-site Commissary



- Goods for purchase
- Stocked according to your needs

Contact us today to learn more about our services @ (807) 737-1585 ext 7705 or visit us at windigocatering.ca

For a more detailed map of construction progress, visit:
<https://www.oslp.ca/construction-progress>

WATAYNIKANEYAP POWER



HONI-2:

Reference: Exhibit B-1-1, Page 2, Transmission System Project Plan

Request:

- a) Please provide a status update with respect to the connection of the McDowell Lake First Nation community including current and future engagement with the community and an estimate of when distribution service and IPA transfer discussions will begin.

Response:

- a) In response to McDowell Lake First Nation's request to investigate and determine the required steps to connect its community to WPLP's Transmission System, WPLP has commenced initial discussions, initiated the assessment and is currently in the process of gathering the required information from McDowell Lake First Nation. Once WPLP receives the necessary information, it will assess and determine the next steps required to energize the community, including when distribution service and IPA transfer discussions could begin.

HONI-3:

Reference: Exhibit B-1-1, Page 5, Transmission System Project Plan

Request:

With respect to the line to Pickle Lake:

- a) Please describe the status of the line and performance to-date including commissioning, loading, trouble, etc.
- b) Is any further construction work required for this line?

Response:

- a) The Line to Pickle Lake was energized on August 12, 2022, with system control services being provided by Hydro One Networks Inc. (Hydro One) pursuant to the Operating Service Agreement. There is no loading on the system at this time, as Hydro One is required to complete various work activities on its system in order to connect their station to the WPLP Transmission System. In addition, no community north of the Wataynikaneyap TS (Pickle Lake) is planned to be connected until October 5, 2022. Since energization, the Line to Pickle Lake has experienced one outage, which was a result of weather (lightning). Commissioning was completed for all components of the Line to Pickle Lake system, except for one reactor at the Wataynikaneyap TS (Pickle Lake) which requires a repair to a winding. The repair is planned for November 2022. The need for the repair does not impact the ability to make any of the connections in 2022 or prevent power from being conveyed to Pickle Lake.
- b) There are minor punch list deficiencies that require work, which will be addressed over the next 3 months. Of these, the most significant involves the replacement of a winding on a 230kV reactor at Wataynikaneyap TS (Pickle Lake), which as noted in response to (a) above is planned for November 2022.

HONI-4:

Reference: Exhibit B-1-2, Page 10, Project Planning and Development

Request:

With respect to required permits under section 28(2) of the Indian Act (“28(2) permits”):

- a) How many 28(2) permits have been issued and what lands do they cover?
- b) Were there any First Nation community or leadership concerns with the issuance of 28(2) permits?
- c) Please provide a copy of your standard 28(2) permit.
- d) The 28(2) permit templates continue to change. Please provide an update on the 28(2) template permits and how they may impact connection.

Response:

- a) WPLP has entered into 14 Section 28 (2) permits. The permits cover the transmission right of way and substation locations located on the reserves identified below. No other Section 28 (2) permits are required.

	Community	Reserve
1	Bearskin Lake	Bearskin Lake Reserve
2	Deer Lake	Deer Lake Reserve
3	Keewaywin	Keewaywin Reserve
4	Kitchenumaykoosib Inninuwig	Kitchenumaykoosib Aaki 84 Reserve
5	Kingfisher Lake	Kingfisher Lake Reserve 2A, Kingfisher Lake Reserve 3A
6	Muskrat Dam Lake	Muskrat Dam Lake Reserve
7	North Caribou Lake	Weagamow Lake 87 Reserve
8	North Spirit Lake	North Spirit Lake Reserve
9	Pikangikum	Pikangikum 14 Reserve
10	Sachigo Lake	Sachigo Lake 1 Reserve
11	Sandy Lake	Sandy Lake 88 Reserve
12	Wapekeka	Wapekeka Reserve 1
13	Wawakapewin	Wawakapewin Reserve 1
14	Wunnumin	Wunnumin 1 Reserve

- b) As a result of the early and ongoing engagement and communication undertaken by WPLP, there were no major concerns expressed by the First Nation communities or Leadership regarding the issuance of the Section 28 (2) permits.
- c) A copy of the standard Section 28 (2) permit is provided as Attachment 1 hereto.
- d) There have been no amendments to the Section 28(2) template. Any changes required to an existing Section 28 (2) permit have been completed and will not impact the proposed community connection dates. WPLP has attached a copy of the form of Standard Amendment used to amend an existing Section 28(2) permit as Attachment 2 hereto.

Attachment 1
Section 28(2) Transmission Permit Template

Appendix “A”: Form of Permit

TRANSMISSION PERMIT **DEPARTMENT OF INDIGENOUS SERVICES**

This Agreement made effective as of this ____ day of _____, 20__ :

BETWEEN:

HER MAJESTY THE QUEEN, in right of Canada,
 (“**Her Majesty**”), as represented by the Minister of
 Indigenous Services, (the “**Minister**”)

OF THE FIRST PART;

AND:

_____, a band (including any
 successor to the band) within the meaning of the
 Indian Act (Canada) represented by its Chief and
 Council (the “**First Nation**”)

OF THE SECOND PART;

AND:

WATAYNIKANEYAP POWER GP Inc. as
 general partner on behalf of
 WATAYNIKANEYAP POWER LP, a partnership
 having its Head Office on the Fort William First
 Nation Reserve, in the Province of Ontario (the
 “**Permittee**”)

OF THE THIRD PART;

RECITALS

WHEREAS:

- A. The lands hereinafter described are part of those lands known as the _____ Reserve which have been set apart for the use and benefit of the First Nation by Order in Council _____;

The Wataynikaneyap Power project will connect 17 remote First Nations communities to the provincial electrical power grid in order to provide clean, reliable power and assist in improving the quality of life for First Nations people in these communities.

- B. The Permittee has applied to the Minister for a permit to be issued pursuant to Section 28(2) of the *Indian Act* for the Permittee to use and occupy the lands hereinafter described for the purposes described in section 4 (the “**Transmission and construction Permit**”);
- C. The First Nation Council has by Council Resolution Number _____ dated _____, 20__ consented to the issuance of this Permit by the Minister; as appended in Schedule A; and

- D. The Minister is authorized to enter into this permit agreement pursuant to subsection 28(2) of the *Indian Act*.

NOW THEREFORE in consideration of the promises and the mutual covenants, payments and agreements herein contained, and for other good and valuable consideration (the receipt and sufficiency of which are hereby irrevocably acknowledged), the Parties hereto for themselves, their successors and permitted assigns respectively mutually covenant and agree with each other, as follows:

THIS PERMIT IS ISSUED PURSUANT TO SUBS. 28(2) OF THE *INDIAN ACT* SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. DEFINITIONS

- (a) In this Permit:

“Authority” means any Federal, Provincial, local and other governmental authority or body, including the Council, having jurisdiction;

“Council Resolution” means a resolution of Council made in accordance with subsection 2(3)(b) of the *Indian Act*, as amended or replaced from time to time;

“Contaminant” means any substance, solid, liquid or gaseous matter, fuel (including, without limitation, petroleum or petroleum products, crude oil, natural gas, natural gas liquid, liquefied natural gas, synthetic fuel or any combination of the above), microorganism, sound, vibration, ray heat, odour, radiation, energy, vector, plasma, organic or inorganic matter, whether animate or inanimate, container, transient reaction, nuclear material or any combination of the above, deemed or defined as hazardous, toxic, a pollutant, a deleterious substance, a hazardous material, a waste, a hazardous waste, a contaminant or source of pollution or contamination under any applicable Council by-laws or federal or provincial environmental laws and includes environmental standards published by the federal government and generally applicable to reserve lands;

“Council” means the council of the _____, which is a “council of the band” within the meaning of the *Indian Act*;

“Distribution Provider” means Hydro One Remote Communities Inc. who will distribute electricity to the reserve from the Works.

“Emergency” means any abnormal condition that requires automatic or immediate manual action to prevent or limit loss of the Permittee’s transmission lines [and/or substation] or loss of the supply of electricity or energy that could adversely affect: (a) the reliability of the Permittee’s transmission lines [and/or substation] which includes the Works; (b) the integrity of the Permittee’s transmission lines [and/or substation]; or (c) public safety (including, without limitation, the members of the First Nation and the Permittee’s

Permit

employees), property (including, without limitation, the Reserve and other property of the First Nation) or the environment;

“**Federal**” means pertaining to the Government of Canada;

“**Federal Court Act**” means the *Federal Court Act*, R.S.C. 1985 (2nd Supp.) c. F-7;

“**First Nation**” means the _____ or any successor to it;

“**Good Utility Practice**” as that term is defined in the Transmission System Code issued by the Ontario Energy Board in accordance with Section 70.1 of the *Ontario Energy Board Act (Ontario)*;

“**Indian Act**” means *Indian Act*, R.S.C. 1985, c. I-5;

“**Limits of Work Area**” has the meaning attributed thereto in Article 6.2;

“**Minister**” means the Minister of Indigenous Services or any person appointed to serve in a capacity appropriate to the doing of the act or thing either in the Department of Indigenous Services, or pursuant to sections 53 and 60 of the *Indian Act*;

“**Unoccupied**” means there are no residential or commercial occupations on the property such as homes, businesses or gardens;

“**Permit Area**” means those lands situate in _____ Indian Reserve as further defined in Articles 5 and 6.1;

“**Permittee**” means the Permittee and includes its successors, permitted assigns, officers, employees, agents, contractors, subcontractors, workers, consultants, servants, invitees, and all others it is responsible for in law;

“**Provincial**” means pertaining to the Government of the Province of Ontario;

“**Reserve**” has the meaning ascribed thereto in the first recital as it may exist from time to time, including any addition thereto;

“**Substation**” means all infrastructure and equipment required for the transformation of electricity and includes but is not limited to transformers, switches, switchgear, poles, wires and fences whether temporary or permanent in nature that currently or hereafter may be erected in the Permit Area for the purpose of transforming electricity and for any other ancillary purposes necessary for electricity transformation, as the same may be replaced, repaired or altered from time to time for the purpose of transforming electricity.

“**Transmission Lines**” means all infrastructure and equipment required for the transmission of electricity along 115kV and 25kV lines and includes but is not limited to poles, wires, structures, anchors, guys, braces, cables and all associated material and equipment required for support and operation of the lines whether temporary or permanent

Permit

in nature that currently or hereafter may be erected in the Permit Area for the purpose of transmission of electricity and for any other ancillary purposes necessary for electricity transmission, as the same may be replaced, repaired or altered from time to time for the purpose of transmitting electricity.

“Wataynikaneyap Power” – means Wataynikaneyap Power LP, which is a limited partnership formed under the Limited Partnerships Act (Ontario); and

“Works” means collectively (1) the Transmission Lines required to transmit electricity across the Reserve and to provide electricity to the Distribution Provider; and (2) any and all Substations that are required by the Permittee for the transmission of electricity

- (b) Except as otherwise defined in this permit, any words used in this permit which are defined in the *Indian Act* have the same meaning as they have in the *Indian Act*.

2. DESCRIPTION

- (a) The Minister hereby authorizes the Permittee to use and occupy the Permit Area subject to the provisions, exceptions and reservations in this Permit.
- (b) The parties intend that this Permit shall replace any and all rights of the Permittee in respect of the Permit Area that may exist as of the commencement of this Permit.

3. PRIOR ENCUMBRANCES

The Permittee acknowledges that the use and occupation authorized by this Permit is subject to all prior encumbrances and to all prior grants whether or not the Permittee has notice of same. The Parties agree that the permit does not grant the Permittee subsurface rights under the Permit Area.

4. PURPOSE

- (a) The Minister hereby authorizes the Permittee to use and occupy the Permit Area namely for the purpose of constructing, operating and maintaining the Works for the purpose of transmitting electricity to the Distribution Provider for the purpose of providing electricity on the Reserve and for the purpose of transmitting electricity across the Reserve for the purpose of providing electricity to any or all of the First Nations listed in Schedule C hereto, and as such, the Permittee shall have, subject to the terms and conditions of this Permit:

- i. the right to lay down, construct, operate, maintain, inspect, patrol, alter, remove, replace, reconstruct, restore, refurbish and repair the Works in, under, on, over, along, upon, through and crossing the Permit Area;
- ii. the right to unload and temporarily store materials and vehicles on the Unoccupied parts (or the occupied parts with the permission of the occupier) of the Permit Area adjacent to the Works in connection with the construction, installation and maintenance and operation of the Works, as is reasonably necessary and the Permit Area shall be restored after such use;

Permit

iii. the right to temporarily use the Unoccupied parts of the Permit Area (or the occupied parts with the permission of the occupier) adjacent to either side of the Works as may reasonably be required by the Permittee in connection with the construction, operation, maintenance, inspection, patrol, alteration, removal, replacement, reconstruction, repair, restoration and refurbishment of the said Works, and the Permit Area shall be restored after such use; and

iv. the right of access to the Permit Area at any time and all times with or without vehicles, supplies, machinery and equipment for such purposes reasonably necessary to the exercise and enjoyment of the rights provided for in this Permit including the right to pass and repass over existing road allowances and existing roads and trails, to such extent as may from time to time be reasonably required by the Permittee for the purposes of ingress and egress to and from the Works, provided however that the Permittee shall, at its own expense, ensure that such roads and trails are restored, within a reasonable period of time after its use, to the condition that existed prior to the Permittee's use thereof in accordance with the foregoing.

(b) The Parties acknowledge that,

i. the Works are part of an electricity transmission system that extends electrical services beyond the Permit Area, and

ii. in order to provide electrical services to the Reserve, the Permittee must connect the Works to assets outside of the Reserve.

5. **PERMIT PERIOD**

The rights authorized by this Permit may be exercised by the Permittee for 49 years and 364 days after the date of the execution of this Permit by Canada (the "**Permit Period**"), so long as an agreed upon survey of the lands, producing an accurate legal description of the Reserve lands, is substituted for the sketch in Schedule B in accordance with section 6.1 before such time as 9 years and 364 days lapses after the date of execution by Canada. All Parties will have the opportunity to review the survey of the lands, which will form the basis of the legal description of the lands, to ensure the accuracy of the survey prior to the survey replacing the sketch contained in Schedule B. The Minister may decide, acting reasonably, to not replace the Sketch with a survey if there is any substantial difference between the area shown in the Sketch and the area shown in the survey.

6. **PERMIT FEE**

(a) Subject to subsections 6(b) and 6(c), and in consideration of the rights granted herein, the Permittee shall pay a fee in the amount of \$____ (**dollars**) on or before the execution of this Permit to the Receiver General for Canada and such compensation shall be subject to adjustment in accordance with the provisions contained herein (which, for greater certainty, includes subsection 6(c)).

(b) Notwithstanding subsection (a), the Permittee shall pay no further compensation from and after the date:

Permit

- i. that the Permittee permanently removes the Works; or
 - ii. that, subject to subsection 6(c), the Works are used to supply electrical services to premises, facilities or customers on the Reserve or those customers which otherwise benefit customers on the Reserve.
- (c) The permit fee in relation to any connection to the Works to supply electrical services to premises, facilities or customers, other than for the direct use by the First Nation, its members, or the First Nations listed in Schedule C, must be duly considered and approved by Council Resolution as well as the Minister in accordance with s. 28(2) of the *Indian Act*.
- (d) The Permittee shall pay the Permit Fee to the Minister in the manner set forth in this Permit without any abatement or deduction whatsoever and acceptance of the Permit Fee, whether or not in arrears, shall not constitute a waiver of compliance with any of the terms and conditions of this Permit or of Her Majesty's rights with respect to Permit Fee reviews and other rights reserved to Her Majesty in this Permit.

6.1 PERMIT AREA

The parties acknowledge that at the time of the execution of this permit the Permit Area shall only be defined as shown in the Sketch attached as Schedule B. It is the Parties intention that the Sketch will be replaced with a survey by the Minister in accordance with section 5, to the extent that said survey particularizes and refines the description of the lands in the Sketch. The survey, to be paid for by the Permittee, is deemed to replace the Sketch only upon its being registered in Canada's Land Survey System and assigned a CLSR Plan number.

6.2 LIMITS OF WORK AREA

The parties acknowledge and agree that the permittee will continue with technical analysis during detailed design of the transmission line corridor and substation footprint. This analysis may result in a refinement of the transmission corridor alignment and the substation location. Also, during construction, certain archaeological resources, not previously identified may be suspected or encountered unexpectedly. For these purposes, the permittee maintains a limits of work, 200 meters on either side of the originally intended 40 meter wide transmission line corridor. Upon consultation with the First Nation, relocations of the transmission corridor or substation location within the limits of work will be deemed acceptable by all parties and the Minister shall be notified of same. The final permit area will be established by the survey of the lands in accordance with Articles 5 and 6.1.

7. NO TENANCY

- (a) This Permit does not create any rights of tenancy or any possessory rights of exclusive use or occupation by implication or otherwise.
- (b) The Minister reserves the right to grant permits, rights of way and other privileges or authorizations, without compensation to the Permittee, to enter upon, over, under, through or across Permit

the Permit Area provided that no such permit, right of way, privilege or authorization shall materially interfere with the purpose of this Permit as set forth in section 4.

8. CO-ACCESS

The Permittee will not fence any part of the Permit Area except as is necessary for the safe operation of the Works. Her Majesty, Her officers, employees and agents, and representatives of the Council, and every person, whether an individual, firm, partnership, association or corporation, having any interest in, or right or privilege to use, any part of the reserve affected by this Permit in their own right, or claiming any interest in the part of the reserve affected by this Permit by, through or under Her Majesty, or the Council, may have free access to and use of the land occupied by the Permit, provided always that such access and use does not interfere with the installation, operation, maintenance, repair, removal or restoration of the Works or affect the reliability and/or safety of the Works.

9. INDEMNITY

(a) The Permittee, its directors, agents, invitees and employees, shall at all times hereafter indemnify and hold harmless Her Majesty, the First Nation and the Council against all actions, claims and demands that may be lawfully brought or made against Her Majesty, the First Nation or the Council by reason of any negligent act or other tortious acts or omission by the Permittee in the exercise or purported exercise of the rights hereby granted, including but not limited to:

- i. a default of any obligations of the Permittee under this Permit;
- ii. the ignition or explosion of the Works, or the release of energy from the Works, by whatever cause; or
- iii. the injury, death, or loss of property, of any person in any way because of the use of the Permit Area by the Permittee.

(b) Each of Her Majesty, the First Nation and the Council undertakes to use his/her/its best efforts to give the Permittee notice in writing as soon as practicable of any action, claim or demand made against Her Majesty, or the First Nation or the Council, respectively, that may give rise to a claim by Her Majesty, or the First Nation or the Council pursuant to this provision; provided however that Her Majesty's or the First Nation's or the Council's failure to notify the Permittee in accordance with the above shall not absolve, reduce, or affect the Permittee's liability under this provision.

10. INSURANCE

(a) Subject to the Insurance Review set out in subsection 10(c), the Permittee shall effect and maintain, at its own expense, commercial general liability insurance which a prudent Permittee would maintain, protecting and naming Her Majesty, the Council and the First Nation as additional insureds. Such insurance shall insure, on a claims-made basis, subject to reasonable exclusions, against claims for personal injury, death and property damage arising out of all operations of the Permittee in the Permit Area (a "**Claim**").

Permit

(b) Unless adjusted in accordance with subsection 10(c), the insurance maintained under subsection 10(a) shall be in the amount of five million dollars (\$5,000,000) (the “**Insurance Amount**”) per occurrence and in the aggregate.

(c) To ensure the reasonable adequacy of the Insurance Amount and coverage, upon the occurrence of any of the following events, the Permittee and the Minister together shall review the insurance coverage and Insurance Amount (the “**Insurance Review**”) and, where necessary make appropriate adjustments to the Insurance Amount and coverage:

- i. the 20th anniversary of the commencement of the Permit Period, and, thereafter, following a lapse of 20 years from the last Insurance Review;
- ii. immediately prior to the Permittee undertaking a construction project described in Article 27;
- iii. where a Court has awarded an amount that exceeds 75% of the Insurance Amount in a single claim; or
- iv. where, in the opinion of the Minister, there has been a significant change in the risk profile of the Permittee or the Works.

(d) The Permittee shall cause any and all policies of insurance provided for in subsection 10(a) to be written in the names of the Permittee with Her Majesty, the Council and the First Nation as additional insureds but only with respect to their rights and interests in the operations of the Permittee under this Permit and to include both cross-liability and severability of interest endorsements. Additionally, such insurance will contain an agreement by the insurer to the effect that it shall not cancel or materially alter any policies of insurance provided for in subsection 10(a) so as to reduce or restrict coverage or permit it to lapse except after 30 days prior written notice to Her Majesty, the First Nation and the Council.

(e) The Permittee shall advise Her Majesty, the First Nation and the Council of any actual or threatened cancellation, material alteration which reduces or restricts coverage or lapse of any policies of insurance required to be provided hereunder; should the Permittee not rectify such situation within 15 days after written notice by Her Majesty to the Permittee in that regard, Her Majesty, the First Nation or the Council shall have the right, without assuming any obligations in connection therewith, to effect such insurance at the cost of the Permittee, and all outlays by Her Majesty, the First Nation or the Council shall upon production of evidence of payment by Her Majesty, the First Nation or the Council be immediately payable by the Permittee to Her Majesty, the First Nation or the Council without prejudice to any other rights and recourse of Her Majesty, the First Nation or the Council hereunder. No such insurance taken out by Her Majesty, the First Nation or the Council for the Permittee at the Permittee’s expense as provided for in this subsection shall relieve the Permittee of its obligations to insure hereunder and none of Her Majesty, the First Nation or the Council shall be liable for any loss or damage suffered by the Permittee in connection therewith.

Permit

(f) The Permittee hereby releases Her Majesty, Her heirs, successors and permitted assigns, and the First Nation, the Council and their respective successors and permitted assigns from any and all liability for any loss or claim for which the Permittee is obligated to insure under this Permit. Except to the extent that Her Majesty or those she is responsible for in law are negligent, or the First Nation or the Council and any person for whom each of the First Nation or the Council are in law responsible are negligent, the Permittee shall release Her Majesty, the First Nation, the Council and any person for whom each of Her Majesty, the First Nation and the Council are at law responsible from and against any and all claims arising out of the Works on the Permit Area and the exercise of any rights under this Permit.

(g) The Permittee shall deliver to Her Majesty, the First Nation and Council certificates of insurance evidencing that all policies of insurance provided for in subsection 10(a) are in place. Subject to subsection (h), upon the Permittee's and the Minister's joint determination of an Insurance Amount, the Permittee shall, within 30 days of such determination, provide certificates of insurance.

(h) Notwithstanding anything to the contrary contained in this section, the Permittee may self-insure its respective obligations up to the dollar amount established in subsection 10(b) or, following any adjustment to the Insurance Amount or coverage, established in subsection 10(c), provided that:

- i. the Permittee is not in default of any of the terms and conditions of this Permit;
- ii. the Permittee is not an assignee; and
- iii. there has been no material adverse change in the Permittee's financial position since the date of the execution of this Permit.

(i) For as long as the Permittee is self-insured, the Permittee shall not be required to provide any proof of insurance.

11. COMPLIANCE WITH APPLICABLE LAWS

(a) The Permittee shall conduct all activities on the Permit Area in compliance with all applicable laws, requirements, directions, orders, ordinances, rules, regulations, and by-laws of any competent Authority or agency now in effect or promulgated during the duration of this Permit Period ("**Laws**").

(b) Without limiting the generality of subsection 10(a), the Permittee shall pay, on or before the due date in each and every year during the Permit Period, all applicable taxes, trade licences, rates, levies, duties, and assessments of any kind together with all charges, penalties and interest imposed by any Authority, regarding the Permit Area ("**Taxes**").

(c) Without in any way relieving or modifying the obligation of the Permittee to comply with subsections 11(a) or (b), the Permittee shall have the right, at its own expense, to contest the validity of such Laws or Taxes, or the amount thereof, if the Permittee promptly commences any proceedings to contest or appeal the validity or amount and does not cause a charge, encumbrance Permit

or claim to be made against the Permit Area. The Permittee covenants that if and whenever the Permittee contests the validity of any such Laws or Taxes, or the amount thereof, the Permittee shall indemnify and hold harmless Her Majesty from all losses, damages, costs and expenses suffered by Her Majesty by reason of the Permittee undertaking such proceedings and the Permittee will conduct such proceedings after the commencement thereof expeditiously and with all reasonable diligence.

12. UTILITIES

Utilities required for the operation of the Works within the Permit Area shall be the sole responsibility of the Permittee, and any installation of utilities shall require the prior written consent of the Council, not to be unreasonably withheld.

13. STATE OF REPAIR

The Permittee shall, at its own expense during the Permit Period, keep and maintain the Works in good and safe repair in accordance with Good Utility Practices and shall effect such maintenance and repairs required as a result of its use and occupation of the Permit Area so that the Permit Area remains in a state of good and safe repair.

14. RUBBISH

The Permittee shall not commit or permit the commission of any voluntary waste, spoilage or destruction, nor dump any rubbish or any other matter of an offensive nature anywhere on the Permit Area except on such places and at such times as may be designated by the Council. In the event any such rubbish, waste, spoilage or other matter of an offensive nature is accidentally or otherwise spilled or dumped on the Permit Area, the Permittee shall:

- i. provide the First Nation with written notice of the situation and advise as to when and how it will clean and/or repair same;
- ii. clean and/or repair same immediately; and
- iii. provide written notice to the First Nation as soon as the repair and/or cleaning has been completed, stating what was done to clean and/or repair the Permit Area.

15. NUISANCE

Where in the opinion of the Minister a nuisance exists upon the Permit Area resulting from the use and occupation of the Permittee, the Minister may order the Permittee to abate the nuisance and clean up the Permit Area and if the Permittee fails to do so, the Minister may take whatever steps may be necessary to abate the nuisance and clean up the Permit Area and the Permittee shall be liable for the cost thereof and the same may be collected in the same manner as other debts due to Her Majesty or deemed to be additional fees due and payable by the Permittee to Her Majesty forthwith. No action shall be taken under this section and Permittee shall not be considered in default, unless Permittee has first been given reasonable notice of the complaint and has not

Permit

rectified same satisfactorily, or if same is not capable of immediate rectification, is not proceeding expeditiously in its rectification.

16. HAZARDOUS ACTS

The Permittee shall not, in exercising rights or carrying out its obligations under this Permit, commit any act or omission that would reasonably be expected to directly cause, prolong or increase any material hazard to any person.

17. ENVIRONMENTAL STANDARDS

(a) Without limiting the generality of Article 11, the Permittee will at all times conduct all business or activities on the Permit Area in compliance with Good Utility Practice and with all applicable environmental laws, statutes, by-laws, ordinances, regulations, codes, standards, notices, orders or lawful requirements of the federal and provincial government or authority, the First Nation or other lawful authority of Canada or the Province of Ontario, or any competent agency, whether or not such laws, rules, regulations, notices or orders be of a kind now existing or within the contemplation of the parties hereto.

(b) The Permittee shall design, construct operate, maintain and decommission the Works on the Permit Area in accordance with all specifications, mitigation measures and environmental protection measures described or contained in any decision of Her Majesty pursuant to the *Canadian Environmental Assessment Act (2012)* (“**CEAA 2012**”) including, without limiting the generality of the foregoing, those described in any plans approved by the Minister in or pursuant to any determination by Her Majesty under *CEAA 2012* which specifications, mitigation measures and environmental protection measures will become conditions that form part of this Permit.

18. EFFECT OF TRANSFER OF CROWN INTEREST

The Permittee acknowledges that, if the First Nation adopts a land code as defined in and pursuant to section 6 of the *First Nation Land Management Act* S.C. 1999, c. 24 or amends such a code so that the land code applies to the Permit Area, then, pursuant to subsection 16(3) of that Act, the rights and obligations of Her Majesty as grantor of this Permit are transferred to the First Nation on the date the land code or the amendment to the land code comes into force.

19. NO RESIDUAL OR ADVERSE IMPACTS

At all times the Permittee will ensure that there shall be no residual and/or significant adverse environmental effects to the Permit Area as a result of or attributable to the use and/or activities of the Permittee, its employees, agents and contractors.

20. NO CONTAMINANTS

Without limiting the generality of Article 17, no Contaminants or toxic substances as defined under the Canadian Environmental Protection Act and its Regulations or as defined under the equivalent provincial legislation will be used, emitted, discharged or stored on the Permit Area or any adjacent land by the Permittee, its officers, directors, invitees, agents or employees except in strict Permit

compliance with all applicable laws, statutes, by-laws, ordinances, regulations, notices, orders or lawful requirements of the federal or provincial government, the First Nation or other lawful Authority, whether or not such Contaminants or toxic substances are presently defined or designated.

21. MITIGATION/ENVIRONMENTAL IMPACTS

- (a) The Permittee will immediately notify, by telephone, the Minister, the Council, and the Ontario Spills Action Centre of any anticipated or actual adverse environmental impacts affecting the Permit Area. Such telephone notification shall be followed by written notice in accordance with the notice section herein.
- (b) If the Permittee's operations and activities contribute to any adverse environmental impacts for which the Minister or the Council considers remedial action is necessary, the Permittee hereby agrees:
 - (i) to undertake remedial action immediately, such action to be in accordance with regulations and standards established by applicable federal or provincial legislation or the First Nation, and
 - (ii) to pay all costs of such remedial action.
- (c) The Permittee will implement the appropriate technology, design or repair to mitigate anticipated or actual adverse or otherwise detrimental environmental impacts attributable to its use and occupation of the Permit Area as soon as possible following discovery or on notice thereof by the Minister or the Council.
- (d) The Permittee acknowledges that the Minister or the Council may enter the Permit Area at all times to inspect and monitor the Permittee's operations and activities and to ensure that the Permittee has mitigated any anticipated or actual adverse impacts on the environment to the satisfaction of the Minister.
- (e) Sections 21(b) to (d) of Article 21 shall survive the termination of this Permit. For greater certainty, the obligations under these sections shall be terminated upon the completion of any remedial action and the payment of all costs of such action as required under section 21(b).

22. HUNTING

The Permittee agrees not to hunt, nor to permit hunting by persons for whom it is legally responsible, save and except those persons who maintain aboriginal and treaty rights to do so, on the Permit Area.

Permit

23. TRAP LINES

The Permittee agrees not to set up trap lines, nor to permit others for whom it is legally responsible, save and except those persons who maintain aboriginal and treaty rights to do so, to set up trap lines on the Permit Area.

24. TREES

The Permittee may cut down any trees and bushes within the 40 metre limit (measured 20 metres on each side from the centre line of the Works) which impair or obstruct the construction, operation, repair or maintenance of the said Works as well as any trees and bushes outside said 40 metre limit which the Permittee in its sole discretion and acting reasonably determines may endanger or materially interfere with the Works of the Permittee; provided always that the Permittee shall pay reasonable compensation for any trees cut down, save and except for those trees cut down immediately adjacent to either side of the Works for maintenance purposes, for which there shall be no compensation.

25. FENCES

The Permittee shall not fence the Works or any part of the Permit Area, where reasonably necessary or required for health or safety reasons. For greater certainty, all parties agree that substations will be fenced.

26. HERBICIDES

No herbicides may be sprayed, used or discharged on the Permit Area unless the Permittee has prior written approval from the Council.

27. EXTENSIONS/RELOCATION

- (a) Post construction, the Permittee may extend or relocate any Works within the Permit Area without prior written consent.
- (b) The Permittee shall give the Council thirty or more days' notice of any extension or relocation of Works except in the case of Emergencies. In case of Emergencies the Permittee shall notify the Council as soon as possible of the extension or relocation of any Works.

28. ARCHAEOLOGICAL RESOURCES

- (a) The Permittee shall promptly notify the Minister and the First Nation of any archaeological resources discovered or found on the Permit Area by the Permittee.
- (b) Upon receipt of the notice of archaeological resources given pursuant to (a) above, the Minister may order the Permittee to cease work to enable the First Nation to conduct an archaeological excavation of the site on which the archaeological resources referred to in (a) above were discovered or found.

Permit

- (c) The Permittee hereby acknowledges that the archaeological resources referred to in (a) above or any archaeological resources uncovered during or following an excavation under (b) above are the property of the First Nation and hereby agrees that it will promptly remit all such archaeological resources to the First Nation in compliance with the First Nation's protocols.
- (d) Save and except the notices listed above, the Permittee shall hold all discoveries confidential.

29. OTHER FINDS

The Permittee will follow the First Nation's protocol with respect to any other items found within the Permit Area. These items remain the property of the First Nation and any information associated with these items will be held in confidence by the Permittee.

30. THE WORKS

Notwithstanding any rules of law or equity but subject to section 30, the improvements (which term shall include the Works), shall at all times remain the property of the Permittee notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Permittee.

31. REMOVAL OF WORKS

Upon the expiration or sooner termination of this Permit:

- (a) if the Permittee is not in default hereunder, it shall have the right for a period of up to one hundred and eighty (180) days from the expiration or sooner termination of the Permit to remove or cause to be removed, in accordance with Articles 19 and 21, at its sole expense from the Permit Area and without damage to the Permit Area all of, and not less than all of, the Works and any other equipment that the Permittee has placed on the Permit Area;
- (b) if the Permittee does not remove, or cause to be removed, all of the Works and any other equipment within one hundred and eighty (180) days as permitted by subsection 30(a), the Minister or the Council may either:
 - i. take such steps and do such acts as in the Minister's or the Council's opinion are necessary to remove the Works and any other equipment and all costs, expenses and damages reasonably incurred by the Minister or the Council with respect thereto shall forthwith, upon demand by the Minister or the Council, be paid to the Minister or the Council by the Permittee; or
 - ii. declare the Works to be the property of Her Majesty notwithstanding section 30, and upon such declaration the Works and equipment shall vest in Her Majesty absolutely without any claim of compensation by the Permittee.

Permit

32. DEFAULT

Notwithstanding section 37, if the Permittee is in default of any term or condition of this Permit the Minister may deliver a notice to the Permittee describing the default and if the Permittee fails (i) to rectify the default within [sixty (60)] days of the receipt of notice or (ii) to provide the Minister with evidence that it has within such [sixty (60)] day period commenced, and is diligently proceeding, with curing such default and that such default will be cured within [one-hundred and twenty (120)] days of the receipt of notice, the Minister may terminate this Permit by delivering notice of termination to the Permittee and the termination shall be effective immediately upon receipt of the notice of termination, and any right of action or remedy of the Minister or of any other person against the Permittee in respect of any antecedent breach of this Permit shall continue and shall not be prejudiced, or otherwise affected, and for greater certainty sections 9, 15, 19, 21 and 31 shall remain in full force and effect.

33. END OF TERM

Upon the expiry or earlier termination of the Permit, the Permittee will leave the Permit Area in good and substantial repair and condition, free from all debris to the reasonable satisfaction of the Minister and in the condition the Permit Area was required to be kept under the Permit.

34. WAIVER

No waiver on behalf of the Minister of any breach:

- (a) shall take place or be binding unless it is in writing,
- (b) shall apply to any breach other than the particular breach to which it specifically relates, and
- (c) shall be deemed to be a general waiver or to limit or affect the rights of the Minister with respect to any other breach.

35. NOTICE

- (a) All notices must be given in writing and delivered in accordance with this section.
- (b) All notices shall be delivered to the other parties and no notice shall be effective until such delivery has been made.
- (c) The addresses for delivery are:

- i. **The Minister:**

Indigenous Services Canada

655 Bay Street, 3rd floor
Toronto, ON M5G 2K4

Permit

Tel.: 1-800-567-9604

Fax: 1-866-817-3977

Attn: Lands and Economic Development

ii. **The Permittee:**

Wataynikaneyap Power LP
300 Anemki Place, Suite B
Fort William First Nation, ON
P7J 1H9
Tel: 1-807-577-5955

Attn: Chief Executive Officer

iii. **The First Nation and the Council:**

Attn: Chief and Council

- (d) Notice shall be deemed to have been delivered:
- i. if delivered by hand, upon receipt;
 - ii. if delivered by electronic transmission, 48 hours after the time of transmission, excluding from the calculation weekends and public holidays; and
 - iii. if delivered by registered mail, four (4) days after the mailing thereof, provided that if there is a postal strike such notice shall be delivered by hand.

The parties may change their respective addresses for delivery by delivering notices of change as provided above.

36. SUBJECT TO THE INDIAN ACT

Notwithstanding anything contained in this Permit, the Permittee acknowledges and agrees that:

- (a) this Permit does not confer or give rise to any greater right or rights, upon the Permittee than the Minister is authorized to confer by subsection 28(2) of the *Indian Act*;
- (b) the right given by this Permit shall be construed as personal contractual rights only and shall not be deemed to grant, convey or confer on the Permittee any right in rem or any estate or interest in the title to that portion of the Reserve comprising the Permit Area;
- (c) this Permit shall be subject to the provisions of the *Indian Act* and any regulations which may be established thereunder from time to time; and

Permit

(d) this Permit shall be registered in the Indian Lands Registry and the Minister shall provide the Permittee with evidence of such registration within 90 days of submission of the Permit for registration.

37. RESOLUTION OF DISPUTES

(a) The parties hereby undertake to use their best efforts to resolve in an amicable and expeditious manner any dispute or difference that may arise between them under this Permit.

(b) Any dispute under this Permit between any of the Parties that is not resolved by negotiation must be resolved by referral, in the first instance, to the Federal Court of Canada (or any replacement or successor court having jurisdiction) under the *Federal Courts Act*. Any decision of the court is final and binding on the Parties. If the court refuses jurisdiction or does not determine the dispute, then a Party may refer the dispute to any other court that has jurisdiction and the Parties may exercise any other right or remedy they have under this Permit or otherwise.

38. INTERPRETATION

(a) All headings in this Permit have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Permit or any of its terms and conditions, and any reference to an article, section or subsection shall mean an article, section or subsection of this Permit unless otherwise expressly provided.

(b) A reference to a party in this Permit shall be read as if all required changes in the singular and plural and all grammatical changes rendered necessary by gender had been made.

(c) Any reference in this Permit to a statute is to:

- i. the statute and to the regulations made pursuant to it as the statute and regulations may at any time be amended or modified and in effect, and
- ii. any statute or regulations that may be passed that have the effect of supplementing or superseding the statute or regulations.

39. SUCCESSION

Her Majesty as used herein means and includes Her Majesty in right of Canada and Her Majesty's heirs and successors.

40. TIME

Time shall be of the essence in respect of this Permit.

41. NO ASSUMPTION OF RESPONSIBILITY

No consent or absence of consent by the Minister will in any way be an assumption of responsibility or liability by the Minister for any matter subject to or requiring the Minister's consent.

Permit

42. APPROVAL OR CONSENT OF FIRST NATION

Where any provision of this Permit requires the approval or consent of the First Nation, such consent shall be evidenced by a Council Resolution.

43. FURTHER ASSURANCES

The Parties agree that each of them shall, upon reasonable request of any of the others, do or cause to be done all further lawful acts, deeds, assurances whatever in order to more effectively carry out the intent and purpose of this Permit.

44. FIRST NATION AS A PARTY

The First Nation is a party to this Permit only to the extent to which the provisions of this Permit relate specifically to the rights and obligations of the First Nation, whether explicitly or by implication, and provide for rights and obligations directly between the Permittee, or any other party, and the First Nation. Without limiting any of the foregoing, any reference to “all Parties” is deemed to include the First Nation as a Party.

44. NO JOINT VENTURE

Nothing in this Permit will be construed as creating a relationship of agency, partnership, joint venture, or other such association between the Parties.

45. AMENDMENTS

- (a) This Permit constitutes the entire agreement between the Permittee and Her Majesty with respect to the subject matter hereto and cannot be modified, amended or waived except by an instrument in writing duly executed and delivered by both parties or by their respective successors.
- (b) No amendment, modification or supplement to this Permit shall be valid or binding unless set out in writing and executed by all Parties with the same degree of formality as the execution of this Permit.

46. ASSIGNMENT

- (a) The Permittee will not assign the whole or any part of its interest in this Permit without the prior written consent of the Minister in each instance.
Permit

(b) The assignment of this Permit by the Permittee will not relieve or discharge the Permittee from any of its obligations under this Permit.

[Section 47 and Signature Page Follows]

Permit

47. CORPORATE AUTHORITY

The Permittee warrants and represents to the Minister that the Permittee:

- (a) has the corporate authority under its document of incorporation to enter into this Permit and to perform all of the Permittee's covenants contained in this Permit; and
- (b) is a company in good standing under the laws of Canada.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS PERMIT AS OF THE DATE FIRST WRITTEN ABOVE.

**WATAYNIKANEYAP POWER LP by
its general partner
WATAYNIKANEYAP POWER GP Inc.
(PERMITTEE)**

(Print Name)
I have authority to bind the Corporation

(Signature)

DATE

**HER MAJESTY THE QUEEN IN
RIGHT OF CANADA**, as represented by
the Minister of Indigenous Services

(Print Name)

(Signature)

LANDS AND ECONOMIC DEVELOPMENT

DATE

IN WITNESS WHEREOF on behalf of the _____ **having been**
approved by Resolution passed at a meeting of the _____ **Council duly**
convened at _____ **on the** _____ **day of** _____,
20____**consenting to the issuance of this Permit**

(Witness)

(Signature)

Permit

(Witness)

(Signature)

(Witness)

(Signature)

(Witness)

(Signature)

Attachment 2
Section 28(2) Transmission Permit Amending Agreement

TRANSMISSION PERMIT
DEPARTMENT OF INDIGENOUS SERVICES
AMENDING AGREEMENT

THIS AMENDING AGREEMENT (this “**Amending Agreement**”) made as of the ■ day of ■, 2020

BETWEEN:

HER MAJESTY THE QUEEN, in right of Canada, (“**Her Majesty**”), as represented by the Minister of Indigenous Services, (the “**Minister**”)

- and -

_____, a band (including any successor to the band) within the meaning of the *Indian Act* (Canada) represented by its Chief and Council (the “**Nation**”)

- and -

WATAYNIKANEYAP POWER GP Inc. as general partner on behalf of WATAYNIKANEYAP POWER LP, a partnership having its head office on the Fort William First Nation Reserve, in the Province of Ontario (the “**Permittee**”)

WHEREAS:

- A. The Permittee was issued a permit on _____ by the Minister under Section 28(2) of the Indian Act authorizing the Permittee to use and occupy a certain portion of the reserve lands as described in such permit (the “**Permit**”).
- B. The Minister, the Nation and the Permittee, being the parties to the Permit, wish to amend the Permit by replacing Schedule B with Schedule “A” appended hereto.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

- 1. **Amended Schedule B.** The Sketch attached to Schedule B of the Permit is hereby replaced by the Sketch attached to Schedule “A” hereto.
- 2. **Continuity.** The provisions of the Permit shall, save as amended by this Amending Agreement, continue in full force and effect, and shall be read and construed as one document with this Amending Agreement.
- 3. **Counterparts.** This Amending Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. A signed copy of this Amending Agreement delivered by e-mail or

other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amending Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Amending Agreement has been duly executed by each Party set forth below as of the date first written above.

**WATAYNIKANEYAP POWER LP by
its general partner
WATAYNIKANEYAP POWER GP Inc.
(PERMITTEE)**

(Print Name)
I have the authority to bind the Corporation

(Signature)

DATE

(Print Name)
I have the authority to bind the Corporation

(Signature)

DATE

**HER MAJESTY THE QUEEN IN
RIGHT OF CANADA**, as represented by
the Minister of Indigenous Services

(Print Name)
LANDS AND ECONOMIC DEVELOPMENT

(Signature)

DATE

[Signature Page to Amending Agreement]

IN WITNESS WHEREOF on behalf of the _____ **First Nation** having
been approved by Resolution passed at a meeting of the _____ **First Nation**
Council duly convened at _____ on the _____ day of
_____, 20____ consenting to the issuance of this Permit

(Witness)

(Signature)

(Witness)

(Signature)

(Witness)

(Signature)

(Witness)

(Signature)

[Signature Page to Amending Agreement]

Schedule “A” of Amending Agreement
Updated Schedule “B” Sketch to Section 28(2) Permit
(see attached)

HONI-5:

Reference: Exhibit B-1-3, Project Schedule

Request:

- a) Are there any material changes to the schedule as filed in the Application? Specifically, are there any changes to the proposed community connection dates?
 - b) If so, please provide an updated project schedule and explanation of the changes, by community,
 - c) Please provide a status update, by community, regarding readiness for all connecting communities and the supporting structure in place.
-

Response:

- a) Please see responses to OEB Staff IR 2(a) (regarding Pikangikum First Nation), OEB Staff IR 3(g) (general) and HONI IR 6 (a) (regarding North Caribou Lake First Nation and Kingfisher Lake First Nation). There are no material changes to the schedule as filed in the Application other than as described in the referenced responses.
- b) See response to (a) above. There are no material changes that are known at this time that would require an update to the project schedule. As agreed to and approved in EB-2021-0134, WPLP will provide any update to project schedule as part of the semi-annual filings under OEB-2018-0190.
- c) WPLP assumes HONI is referring to IPA conversion and Backup generation. Please refer to response to OEB Staff IR 11 (a and b) for IPA conversion and to the attachment provided in HONI IR response 10 (a) for Backup generation.

HONI-6:

Reference: Exhibit B-1-3, Page 2, Project Schedule

Request:

With respect to project schedule:

- a) Please provide an update on the current estimated connection dates for:
 - a. North Caribou Lake
 - b. Kingfisher Lake
- b) The connection date for Sachigo has been delayed by 10 months. Please describe the reasons for the delay.
- c) Understanding whether a connection date might be shifted to a future year is important for HORCI's planning and operations. Please provide an assessment, by community, of the risk and likelihood that the in-service date will shift to the following year.

Response:

- a) North Caribou Lake First Nation: October 5, 2022
Kingfisher Lake First Nation: Early November 2022
- b) The delay to the energization of Sachigo Lake First Nation was proposed by Valard in their May 30, 2022 schedule update. The delay frees up available resources to ensure Kasabonika Lake First Nation and Wunnumin Lake First Nation could be connected in 2023. Please refer to OEB Staff IR 6 (c) for additional information.
- c) As noted in response to OEB Staff IR 3 (g), WPLP does not anticipate a shift between years in community energization dates. However, consistent with past practices, WPLP will notify HORCI of any potential risk relating to a shift of a community connection date to a future year.

HONI-7:

Reference: Exhibit B-1-3, Page 5-6, Project Schedule

Request:

- a) What material procurement is complete and what remains outstanding? For outstanding materials, is WPLP aware of any actual or potential delays? If so, what lead times are being used?

Response:

- a) As it relates to the construction of the WPLP transmission system, all major material procurement has been completed. WPLP is in the process of procuring all required inventory through Valard or third parties. WPLP expects to receive operational spares (excluding larger substation equipment) throughout Q4 2022 and Q1 2023. Lead times on certain larger substation equipment are longer, however these spares are less critical considering both equipment redundancy included in WPLP's design, and the availability of assets procured, but not yet in service.

HONI-8:

Reference: Exhibit B-1-4, Project Organization and Execution

Request:

- a) Have there been any notable changes to the operations and maintenance resources, organizational structure, plan or strategy since the filing of the Application?
- b) What key tasks are currently being done to ensure sufficient operations and maintenance capacity for both new and existing communities?
- c) Describe all agreements with suppliers, contractors, partners to deliver operating and maintenance services going forward.
- d) Have transportation contracts (i.e., planes/helicopters) been formalized?
- e) In respect of the Interim O&M strategy, how long is it expected to be in place? What steps has WPLP taken to develop a post-Interim O&M strategy?

Response:

- a) There have been no notable changes to the operations and maintenance resources, organizational structure, plan or strategy since the filing of the Application. As noted in response to OEB Staff IR 9 (a) the control room service agreement with HONI was executed on August 18, 2022. On August 17, 2022, WPLP amended its Maintenance Services Agreement with PowerTel (which previously covered the Pikangikum Distribution System only) to include all assets that go into service in 2022, ensuring sufficient resources for O&M activity including emergency response. WPLP is in the process of finalizing a subsequent services agreement to provide inspection, maintenance and emergency response services to the entire Project (the “IMER Agreement”), as described in Exhibit B-1-4, p. 13.
- b) As noted in response to part (a) above, WPLP has amended the Maintenance Services Agreement in place with PowerTel to provide inspection, maintenance and emergency response services to all assets in-service or planned to come into service in 2022 until such time that the IMER Agreement is finalized. The IMER Agreement that is currently being finalized includes annual aerial transmission line inspections (including observations of vegetation concerns), periodic ground inspections with representative tower climbing inspections, substation inspection and testing, routing maintenance as required for both transmission lines and substations, pole repairs or replacements as a result of woodpecker damage and emergency response as required. The IMER Agreement also includes requirements for Indigenous Participation, including apprenticeships and training programs. These requirements are intended to build capacity within the Participating First Nations to

support the future growth of WPLP's Operations department, increasing the amount of routine operations and maintenance work performed directly by WPLP.

- c) As noted in response to HONI IR 8 (a and b) WPLP has entered a service agreement with HONI to provide control room services, amended the Master Service Agreement with PowerTel, and is finalizing the IMER Agreement to provide inspection, maintenance, and emergency response services to the entire Project. In addition, WPLP has entered into an agreement with Bell to provide telecommunication services. Going forward, WPLP intends to leverage capacity within the Participating First Nations (e.g. First Nation communities, individual members and Indigenous-owned businesses) to perform activities excluded from the IMER Agreement, such as vegetation management, environmental monitoring, and maintenance of substation roads, right of way access trails and helicopter landing areas.
- d) Yes. WPLP has two Master Service Agreements with helicopter service providers. In addition, the successful proponent under the IMER Agreement will be responsible for entering into the required transportation service agreements to provide the services required thereunder.
- e) The interim O&M strategy, supported by the IMER Agreement, is expected to be in place until December 31, 2026. As noted in response to part (b) above, the IMER Agreement incorporates capacity building within the Participating First Nations to support the future growth of WPLP's Operations department. As WPLP and its IMER service provider partner work collaboratively to build this capacity, the interim O&M strategy is expected to gradually transition to a long-term maintenance strategy where WPLP increasingly self-performs routine O&M activities, supplemented by local and strategic service providers.

HONI-9:

Reference: Exhibit B-1-3, Page 5, Project Schedule

Request:

- a) WPLP identifies key schedule risks in five main categories¹ and states that “WPLP and its EPC contractor have a number of risk management processes and mechanisms in place, as further described in Section B of Exhibit B-1-4.” Section B of Exhibit B-1-4 describes “Contractor Coordination and Oversight” but does not explicitly address the mitigation plans for each of the five key schedule risks. Please explain the likelihood and impact of each risk and describe the specific mitigation plans for each of the five risks identified in Exhibit B-1-3 at pages 5 and 6.

Response:

- a) **Material and Equipment Delivery** - The likelihood is low and potential impact is minimal as all material was secured through the EPC Contract and the majority of the equipment is already on the Project Site or stored off site within Canada. Early in the construction process, WPLP worked with Valard to identify equipment delivery issues (e.g. Steel and Large Station Equipment) and met weekly to monitor the equipment delivery.

Access Considerations - The likelihood is high and the impact may be significant. To mitigate this risk, WPLP and Valard obtained the majority of the land rights and permits early in the construction process. For outstanding permits, WPLP and Valard created a joint team to address outstanding permit issues and modifications to existing land rights resulting from routing changes. Currently, the majority of all permits and land rights (including modifications to previously secured land rights) required for construction have been obtained. Good communications with the appropriate Ministries, along with a strong engagement and communication plan with impacted First Nations, has further mitigated this risk and allowed WPLP or Valard to obtain the permits and land rights required for construction. Moreover, as construction is occurring on the Homelands of many First Nations, effective and ongoing engagement and communications with these First Nations has allowed construction to progress within those Homelands. Notwithstanding these mitigation strategies, access challenges have arisen that have impacted Project construction, and which are currently under negotiation as noted in response to OEB Staff IR 8.

Third-Party Factors - The likelihood is high and the impact potential is moderate. The primary third-party risks relate to: (1) Interconnection with Hydro One Networks Inc.’s (HONI) Transmission system, (2) Interconnections with Hydro One Remote Communities

¹ Material and Equipment Delivery; Access Considerations; Third-Party Factors; Routing Changes; Construction Execution

Inc.'s (HORCI) Distribution Systems, (3) Operating Service Agreement with HONI, and (4) Bell Canada telecom services. Third-party risks relating to the interconnection with HONI's Transmission system have largely been mitigated, subject to the delay in converting the Pikangikum system from distribution to transmission as described in response to OEB Staff 2(a), and risk relating to interconnections with HORCI's distribution systems remain ongoing as each of the remote First Nation communities are connected. All other risks have been mitigated and have had only a moderate impact on community energization. Notwithstanding the delayed conversion of Pikangikum, all third-party risks have been mitigated through a strong project plan and good communications with the applicable third parties, which has enabled all applicable third parties to address issues in a professional manner, taking all reasonable steps to resolve issues as quickly and effectively as possible.

Routing Changes - The likelihood is high and the impact potential is moderate. As discussed above, WPLP and Valard established a team to address routing changes. The team's focus is on permits, land rights, engagement, engineering and construction. The team also established a "no-go" list to limit activity in the field when routing changes were identified. Once routing changes are approved and all permits, land rights, engagement, and engineering completed for a routing change, the construction work is allowed to proceed. WPLP and Valard have also worked on the commercial arrangements to ensure appropriate pricing (in line with that approved in the EPC Contract). Ongoing engagement and communication with impacted First Nations have been key to mitigating this risk and have allowed construction to continue with minimal impact.

Construction Execution - The likelihood is high, and the impact potential is significant. When negotiating the EPC Contract, WPLP transferred most of the construction risk to the Contractor, thereby mitigating both cost and schedule risk. However, with the onset of COVID-19, construction risk has increased significantly. To help mitigate the impacts of COVID-19, WPLP and Valard have executed Change Orders to establish cost and schedule responsibility. WPLP and Valard meet weekly to discuss COVID-19 impacts, to ensure the health and safety of everyone involved in the Project is effectively managed, and to ensure construction continues. To the extent there are potential impacts to cost or schedule because of COVID-19, WPLP and Valard have been engaged in commercial discussions regarding Valard's entitlement to contract relief (Cost and Schedule). As noted in response to OEB Staff IR 8, WPLP and Valard continue to negotiate the costs associated with COVID-19 schedule impacts. When schedule delays are identified, WPLP and Valard hold weekly meetings to discuss how to mitigate the impacts of the delays to the extent it is cost effective and possible to do so.

HONI-10:

Reference: Exhibit B-1-4, Page 4, Project Organization and Execution

Request:

- a) Please provide a status update and a summary of the discussions between Wawakapewin First Nation and the Backup Power Working Group on whether an alternative, to critical asset backup only, is available on the provision of back-up power to Wawakapewin.

Response:

- a) As stated in Exhibit B-1-4, at pp. 3-4, backup power supply arrangements are beyond the scope of this Application and WPLP's role in respect of backup supply is limited to facilitating and reporting semi-annually to the OEB on the status of backup supply arrangements. Attachment 1 hereto provides a copy of the most recent Indigenous Services Canada Report on Backup Power. Regarding Wawakapewin First Nation, WPLP understanding is that while the Indigenous Services Canada Report indicates that Wawakapewin First Nation is only to receive critical asset backup, discussions between Wawakapewin First Nation and Indigenous Services Canada continue around community wide backup. In this regard, it is WPLP's understanding that the engineer, B J Tworzyanski Ltd., is currently working with Indigenous Services Canada to secure funding to evaluate the feasibility of repurposing the existing diesel generator to provide community wide backup or an acceptable alternative solution.

Attachment 1
ISC Backup Power Report

Backup Power (BUP) Projects:

Overview: In each connecting community, implement backup power solution based on the Backup Power Plan. Backup power solutions include: community-wide backup power by repurposing the community’s existing diesel generating station (DGS; community-wide BUP) and dedicated standby generators at ISC-funded community assets (critical asset (C.A.) BUP).

COMMUNITY	TYPE OF BUP	PROJECT ACTIVITIES AND STATUS							OVERALL STATUS
		ISC PROJECT APPROVAL	DGS ENVIRON. SITE ASSESSMENT	DGS ESA, TSSA & FIRE SAFETY ASSESSMENT**	DESIGN	CONSTRUCTION	AGREEMENTS / PERMITS (✓ Executed)	GRID CONNECTION DATE***	
Pikangikum	Critical Asset	✓	N/A – critical asset only		Report received from engineer consultant	Tendering documents under development	N/A	December 2018	Delayed
North Caribou Lake	Critical Asset	✓	N/A – critical asset only		Report received from engineer consultant	Tendering documents under development	Electrification Agree. (with community for review) 28(2) Permit	October 2022	✓ On track
Kingfisher	Community-wide and critical asset	✓	N/A – REMOTES community		DGS: complete by REMOTES C.A.: underway by engineer consultant	DGS: underway by REMOTES C.A. Tendering documents under development	Electrification Agree. (with community for review) 28(2) Permit	November 2022	✓ On track
Wawakapewin	Critical Asset	No critical asset BUP gaps to address						May 2023	✓ Complete
Wunnumin	Community-wide* and critical asset	✓	Phase I and II forthcoming	ESA and Fire Safety inspection done	Report received from engineer consultant	Tendering documents under development	Operating Agreement Permit: TBD	May 2023	✓ On track
Muskrat Dam	Community-wide* and critical asset	✓	Phase I and II forthcoming	ESA and Fire Safety inspection done	Report received from engineer consultant	Tendering documents under development	Operating Agreement Permit: TBD	June 2023	✓ On track
Bearskin Lake	Community-wide and critical asset	✓	N/A – REMOTES community		DGS: underway C.A. TOR**** drafted; awaiting proposal(s)	DGS: C.A.:	Electrification Agree. 28(2) Permit	July 2023	✓ On track
Kasabonika	Community-wide and critical asset	✓	N/A – REMOTES community		DGS: underway C.A. TOR drafted; awaiting proposal(s)	DGS: C.A.:	Electrification Agree. 28(2) Permit	August 2023	✓ On track

Green = Complete / Yellow = Underway / Red = To be completed
GCDOCS # 87251332

COMMUNITY	TYPE OF BUP	PROJECT ACTIVITIES AND STATUS							OVERALL STATUS
		ISC PROJECT APPROVAL	DGS ENVIRON. SITE ASSESSMENT	DGS ESA, TSSA & FIRE SAFETY ASSESSMENT**	DESIGN	CONSTRUCTION	AGREEMENTS / PERMITS (✓ Executed)	GRID CONNECTION DATE***	
Poplar Hill	Community-wide* and critical asset	✓	Phase I done; Phase II forthcoming	Forthcoming after project substantially complete	✓	Underway	Operating Agreement Permit: TBD	April 2024	✓ On track
Kitchenuhmaykoosib Inninuwug	Community-wide and critical asset	Underway	N/A – REMOTES community		DGS: C.A.:	DGS: C.A.:	Electrification Agree. 28(2) Permit	April 2024	✓ On track
Wapekeka	Community-wide and critical asset	Underway	N/A – REMOTES community		DGS: C.A.:	DGS: C.A.:	Electrification Agree. 28(2) Permit	April 2024	✓ On track
Deer Lake	Community-wide and critical asset	✓	N/A – REMOTES community		DGS: underway C.A. TOR drafted; awaiting proposal(s)	DGS: C.A.:	Electrification Agree. 28(2) Permit	May 2024	✓ On track
Sachigo Lake	Community-wide and critical asset	Underway	N/A – REMOTES community		DGS: C.A.:	DGS: C.A.:	Electrification Agree. 28(2) Permit	May 2024	✓ On track
Sandy Lake	Community-wide and critical asset	Underway	N/A – REMOTES community		DGS: C.A.:	DGS: C.A.:	Electrification Agree. 28(2) Permit	June 2024	✓ On track
North Spirit Lake	Community-wide* and critical asset	✓	Phase I and II forthcoming	Forthcoming	TOR drafted; awaiting proposal(s)		Operating Agreement Permit: TBD	July 2024	✓ On track
Keewaywin	Community-wide* and critical asset	✓	Phase I and II forthcoming	Forthcoming	TOR drafted; awaiting proposal(s)		Operating Agreement Permit: TBD	August 2024	✓ On track

*Assuming agreement can be reached between parties (Canada (ISC), REMOTES, and First Nation)

**ESA = Electrical Safety Authority / TSSA = Technical Standards and Safety Authority

***Connection dates are from Watay Power’s semi-annual update to the OEB in June 2022 <https://www.rds.oeb.ca/CMWebDrawer/Record?q=casenummer:EB-2022-0149&sortBy=recRegisteredOn-&pageSize=400#form1>

****TOR = Terms of Reference to procure engineering consultant

Green = Complete / Yellow = Underway / Red = To be completed

GCDocs # 87251332

HONI-11:

Reference: Exhibit B-1-4, Page 11, Project Organization and Execution

Request:

- a) Please provide copies of the latest quarterly and annual reports from Valard and Hatch to WPLP.

Response:

- a) Valard does not provide any reports on a quarterly basis to WPLP and the only report it provides to WPLP on an annual basis is with respect to Indigenous Participation. WPLP declines to provide a copy of Valard's most recent Indigenous Participation Annual Report on the basis of relevance. This report is provided for internal oversight and tracking purposes and concerns Valard's efforts to meet its contractual obligations regarding Indigenous participation, including with respect to training and the hiring of individuals and subcontractors. This information is not relevant because it would not be of assistance to the OEB in determining WPLP's requested revenue requirement or any other relief that has been requested in the application.

Attachment 1 hereto is a copy of the latest quarterly report from Hatch. Hatch does not provide any reports on an annual basis to WPLP. Please note that Attachment 1 is being filed on a confidential basis. A request for confidential treatment is being filed concurrently with the filing of interrogatory responses.


Attachment 1

Hatch's Q2 2022 Quarterly Report

CONFIDENTIAL

Quarterly Report [June 2022]

H353781-00000-200-230-0011

				Sharma, Varun		
2022-08-15	0	For Use	Hatch Team	V. Sharma for S. Selvarajah	D. Peckover	-
DATE	REV.	STATUS	PREPARED BY	CHECKED BY	APPROVED BY	APPROVED BY
HATCH						Wataynikaneyap Power

H353781-00000-200-230-0011, Rev. 0,

Table of Contents

1. Introduction	1
2. Key Achievements in this Period	1
3. Key Outstanding Issues.....	1
4. About the Project	5
4.1 Background	5
4.2 Partnership	5
4.3 Guiding Principles	6
5. Safety	7
6. Quality.....	7
6.1 Quality in Engineering and Design	7
6.2 Quality in Procurement.....	8
6.3 Quality in Construction.....	8
7. Supporting First Nations Engagement Efforts.....	8
8. Environmental and Permitting	9
8.1 Environmental.....	9
8.2 Permitting	10
8.3 Land	11
9. Engineering	12
9.1 Transmission Lines	12
9.2 Substations Electrical.....	14
9.3 Civil and Structural Items	19
9.3.1 Transmission Lines	19
9.3.2 Substation.....	19
10. Procurement.....	22
10.1 Transmission Lines	23
10.2 Substations.....	23
11. Construction and Commissioning.....	23
11.1 Field Observations.....	23
11.1.1 Safety Observations - E-14 Forms.....	24
11.1.2 Environmental Observations - E-14A Forms	24
11.1.3 Quality Observations - E-14B Forms.....	25

11.2	Survey and Field Reconnaissance	26
11.3	RoW Clearing	26
11.4	Camps and Laydown Areas	26
11.5	Geotechnical Investigation	27
11.6	Transmission Line Foundations.....	27
11.7	Anchor Installation	28
11.8	Transmission Line Tower Assembly	28
11.9	Transmission Line Tower Erection	28
11.10	Transmission Line Conductor and OPGW Stringing	29
11.11	Substation Civil and Structural Works.....	29
11.12	Substation Electrical Works.....	31
11.13	Commissioning	32
12.	Schedule.....	33
12.1	Baseline Schedule	33
12.2	Achieved Milestones in Reporting Period	34
12.3	Upcoming Milestones.....	35
12.4	Delays	35
13.	Risk Management and Quantitative Risk Analysis (QRA)	35
13.1	Risk Management.....	35
13.2	Key Financial Risk Currently Being Managed	37
13.3	Quantitative Risk Analysis (QRA).....	38
14.	Commercial	39
14.1	Subcontractor Management	39
14.2	Cost Management.....	40
14.2.1	EPC Contract Cost Status	40
14.2.2	Trends	41
14.2.3	Cash Flow.....	42
14.3	Rules of Credit.....	44
14.4	EPC Contract Changes.....	44
14.5	Contract Notices	44
14.6	Contract Performance Support.....	44
15.	Other Contracts and Agreements.....	45
15.1	Pikangikum Construction	45
15.2	Services Contract	45
15.3	Management Agreement.....	45
15.4	Contribution Agreement	45

List of Appendices

Appendix A

Subcontractor/Manufacturer Log

Appendix B

Wataynikaneyap Power Safety Reports

Appendix C

Field Observations and Contractor Responses Log

Appendix D

Permits

Appendix E

Commercial Trends

Appendix F

Route Change Tracking Sheet

Appendix G

RFI Log – Watay-Hatch RFIs

Appendix H

RFI Log – Valard RFIs

Appendix I

Drawings and Documents

Appendix J

Construction Progress and MBOS

Appendix K

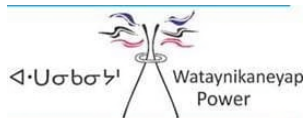
Schedule Analysis

Appendix L

Risk Register

Appendix M

Quantitative Risk Assessment



Wataynikaneyap Power LP
Wataynikaneyap Power Transmission Project
H353781

Quarterly Report [June 2022]

Appendix N

EPC Cash Flow Graphs

Appendix O

Change Order Log

Appendix P

Contract Notices

Appendix Q

Project Photographs
April 2022 Photographs
May 2022 Photographs
June 2022 Photographs

1. Introduction

This report provides an overview of the Wataynikaneyap Power Transmission Project (“Project”) activities during the reporting period. This report does not list various details as these are expected to be provided in the corresponding reports from the EPC Contractor (Valard Construction LP (“Valard”)).

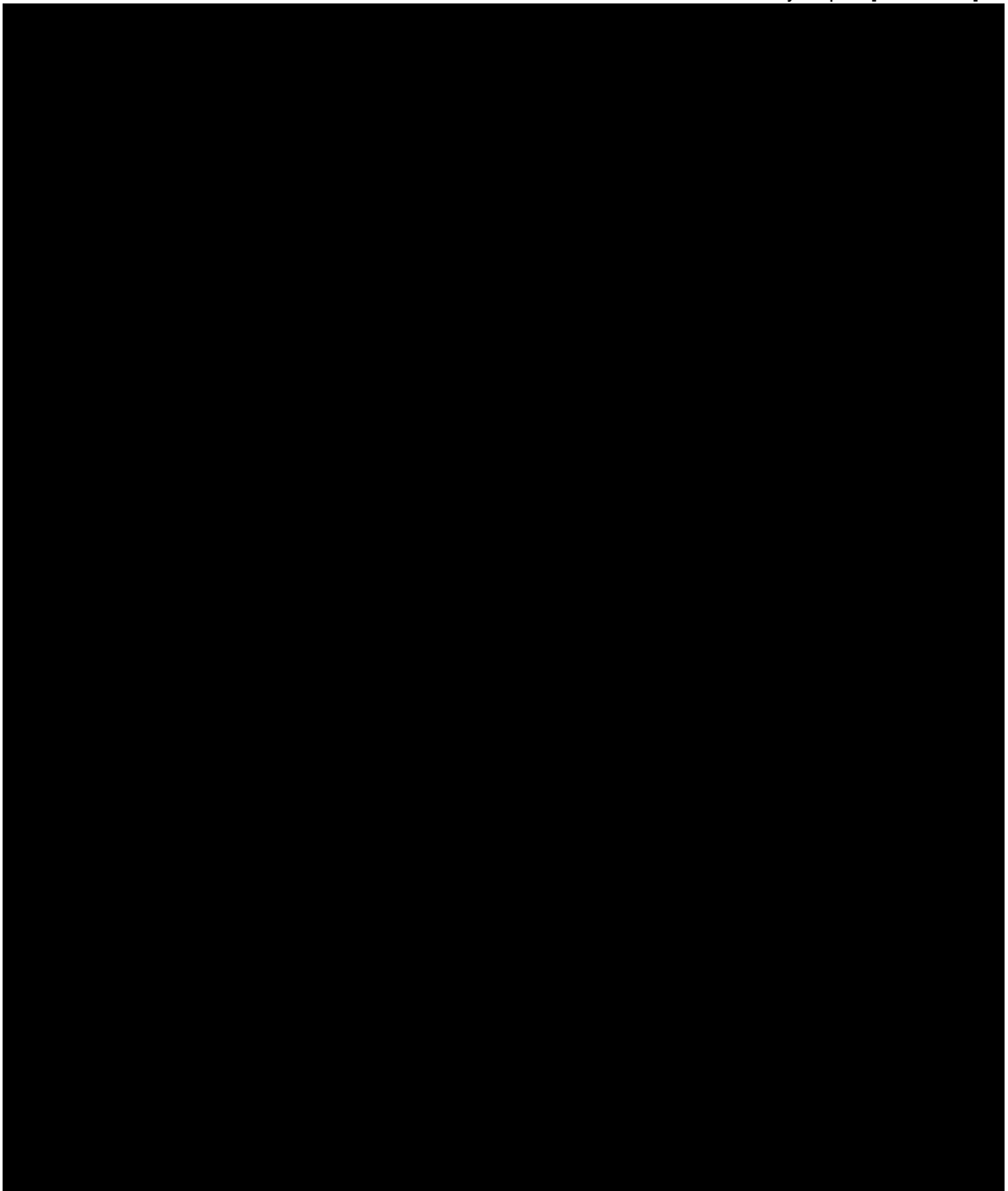
The reader should review historical Hatch Quarterly Reports for additional information for completeness. While some information or activities from other reporting period have been included this report does not include all historical information.

2. Key Achievements in this Period

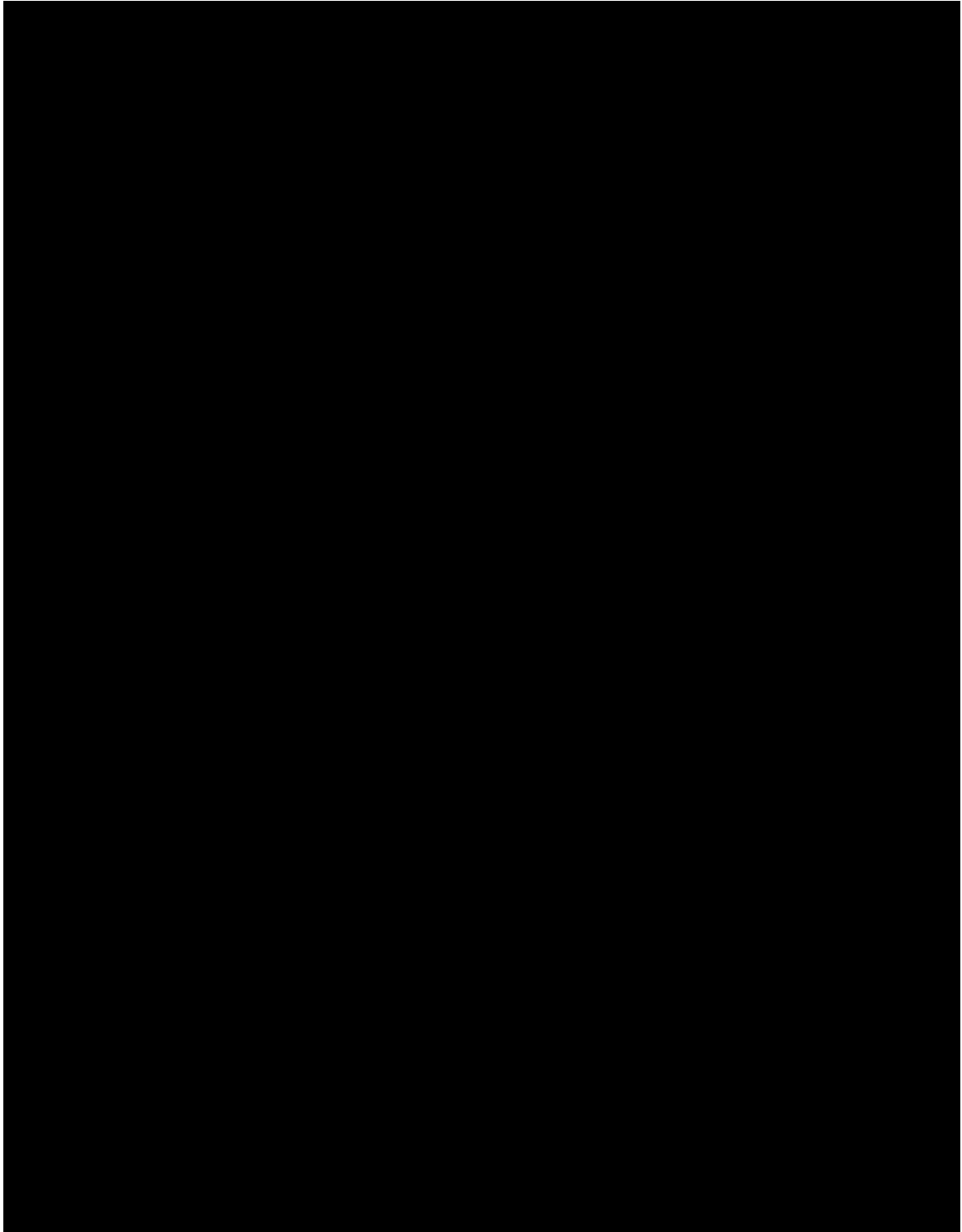
Date	Milestone
April 7, 2022	Connection between Hydro One station at Dinorwic and Substation A established.
April 23, 2022	Stringing completed in Group 1.
April 23, 2022	Substation Geotech Completed.
April 30, 2022	Stringing completed on line BC.
May 20, 2022	Hatch issues RFP for Inspection, Maintenance and Emergency Response (“IM&ER”) Services to three (3) proponents.
May 31, 2022	Valard provides a new schedule update, taking into account: COVID-19, Whitefeather forest delays, forest fires and Whitefeather Notice No. 5.
June 3, 2022	End to end testing Substation A to Substation B.
June 13, 2022	Line C3W connecting HONI Pickle Lake and Substation B strung.
June 14, 2022	Substation A final walkdown.
June 15, 2022	Substation B final walkdown.
June 17, 2022	IM&ER proposal due date.
June 22 to 24, 2022	Meeting with Valard, Agreement reached on APP and COVID-19 direct costing methodology for testing, quarantine and vaccination costs.

3. Key Outstanding Issues

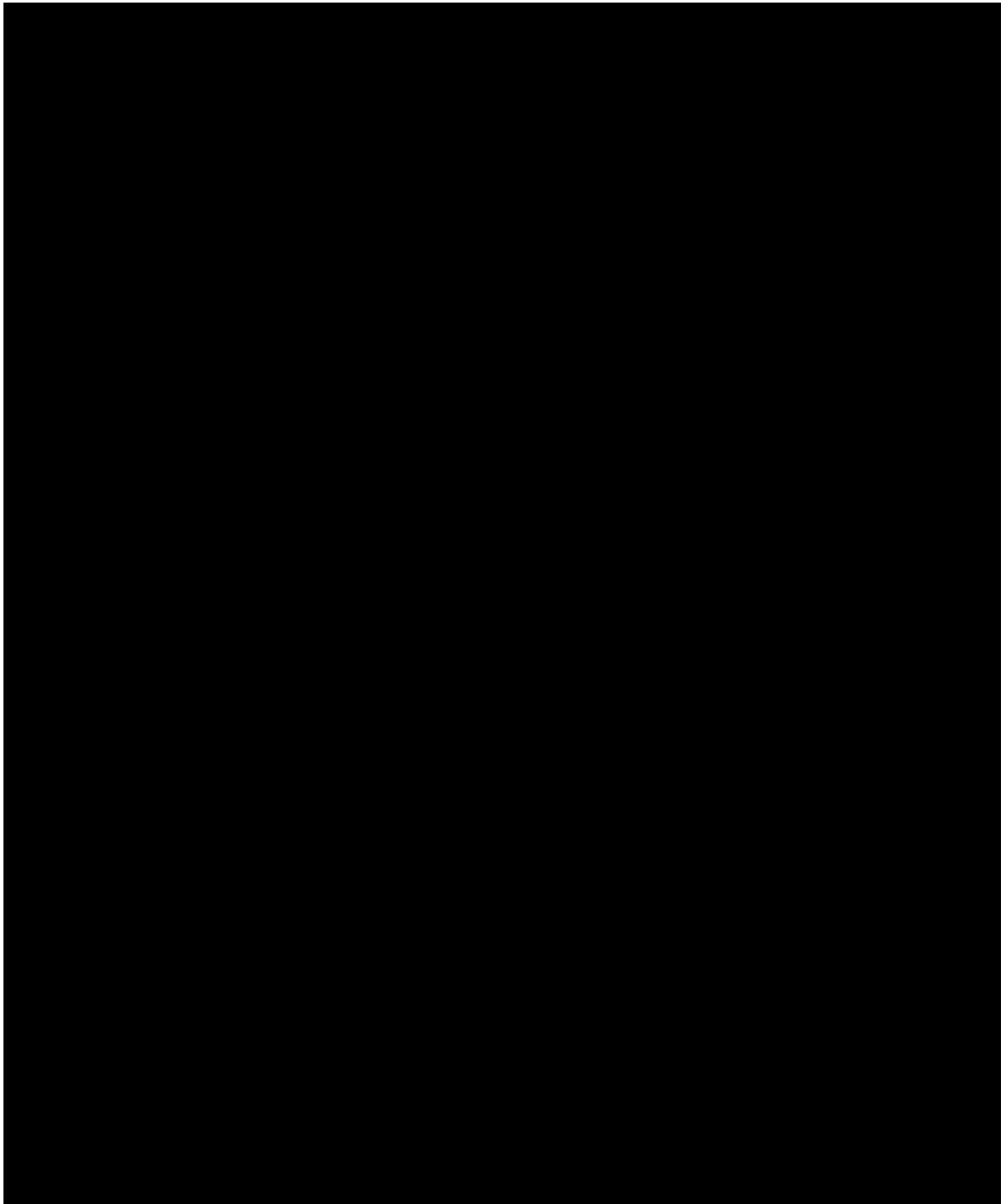
The key outstanding issues, as of the date of this report, are as follows:

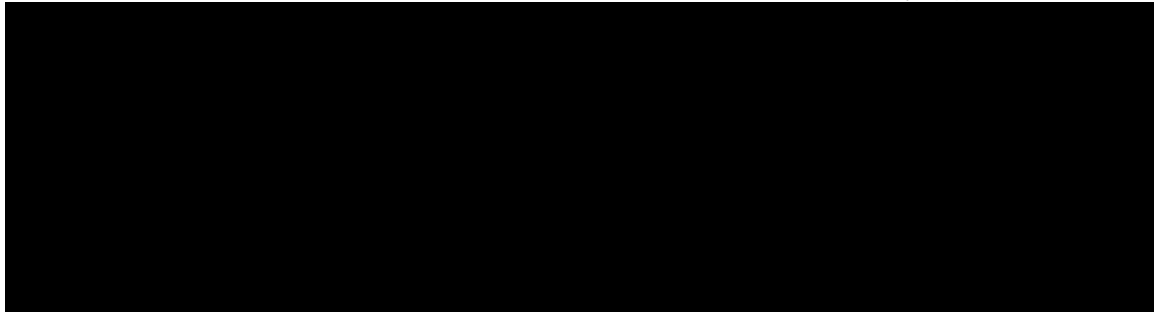


Quarterly Report [June 2022]



Quarterly Report [June 2022]





4. About the Project

4.1 Background

In Ontario, there are thirty-two (32) remote communities with electricity generation and distribution systems that are not connected to the provincial transmission grid. Of these, twenty-five (25) are recognized Indigenous communities in Northwestern Ontario. Wataynikaneyap Power was formed to connect the remote Indigenous communities currently powered by diesel generation to the electrical grid.

Wataynikaneyap Power means “line that brings light” in Anishiniimowin, named by the Elders who provided guidance to the partners.

The Project will connect seventeen (17) of its twenty-four (24) Participating First Nations communities to the provincial transmission grid. Seven (7) of the communities are already connected to the grid.

The communities are dispersed along an 800 km arc starting from approximately 90 km north of Red Lake to about 160 km east to Pickle Lake. None of the communities north of Red Lake and Pickle Lake have access to all-season transportation or utility corridors. The average distance separating these communities is approximately 60 km, with distances ranging between 20 km and 90 km.

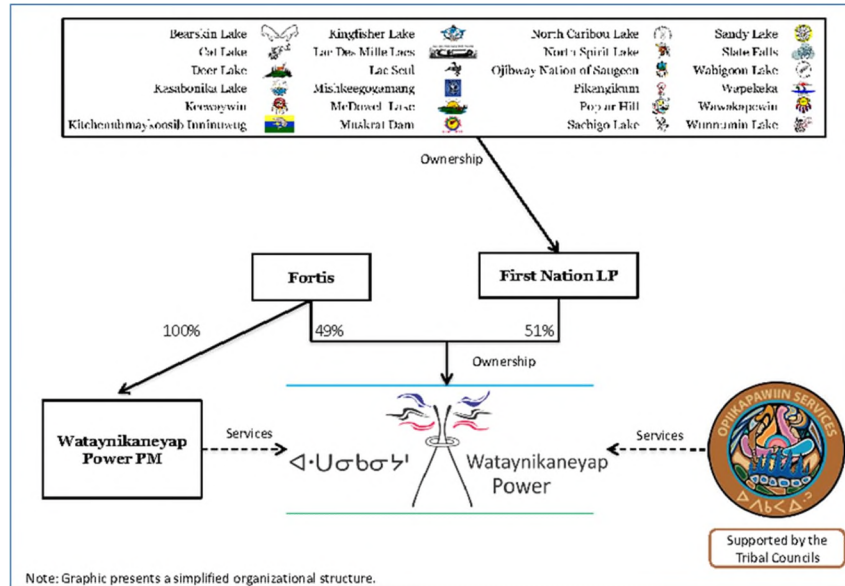
Wataynikaneyap Power will develop, own, and operate approximately 1,800 km of 230 kV, 115 kV, 44 kV and 25 kV lines in Northwestern Ontario. Connection of sixteen (16) communities is part of this of the current EPC phase. McDowell Lake First Nation will be connected at a later date and through a separate process.

4.2 Partnership

Wataynikaneyap Power is a licensed transmission company regulated by the Ontario Energy Board (“OEB”), and majority-owned by a partnership of twenty-four (24) First Nations communities (51%) in partnership with Fortis Inc. and other private investors (49%). FortisOntario has a 49% interest in the general partner of Wataynikaneyap Power GP, while the twenty-four (24) Participating First Nations communities equally hold the remaining 51% interest in 2472881 Ontario Limited. The twenty-four (24) Participating First Nations communities will retain their ability to increase their ownership to 100% over time.

First Nation LP (“FNLP”) facilitates Indigenous engagement, participation, training, and provides other services to the Project through Opiikapawiin Services LP (“OSLP”). Tribal Councils and First Nation Councils have played a key role in moving this Project forward; these Councils will continue to play a key role in supporting this Project.

FortisOntario also owns 100% of Wataynikaneyap Power PM Inc. (“WPPM”).



4.3 Guiding Principles

The following Guiding Principles, as approved by the leadership of the Participating First Nations, will be adhered to throughout the Project.

Our people expect that the Wataynikaneyap Power Transmission Project will be undertaken in a manner that respects our lands, rights and principles; our way of life on the land and as part of the land; and our land sharing protocols.

Our sacred responsibilities given to us by the Creator are to protect the land, which protects us in return. Therefore, the Project shall be built, operated and maintained in a way that minimizes adverse environmental impacts, as follows:

- The Project shall not poison the lands.
- No herbicides shall be used throughout the life of the transmission line to control vegetation.
- The Project shall be constructed, operated and maintained in a manner that observes and does not interfere with seasonal hunting, trapping, fishing and harvesting and keeps disturbances to a minimum.

- No new transmission lines shall be located underwater.
- The Project will develop and implement an environmental and social management plan which will include acceptable and effective mitigation measures for any sacred sites, gathering sites, and harvesting sites.
- The Project shall respect confidentiality and comply with any conditions of use for any Traditional Land and Resource Use information provided by the communities, including intellectual property.
- Our communities must maintain decision-making and ownership and receive benefits in the Project.

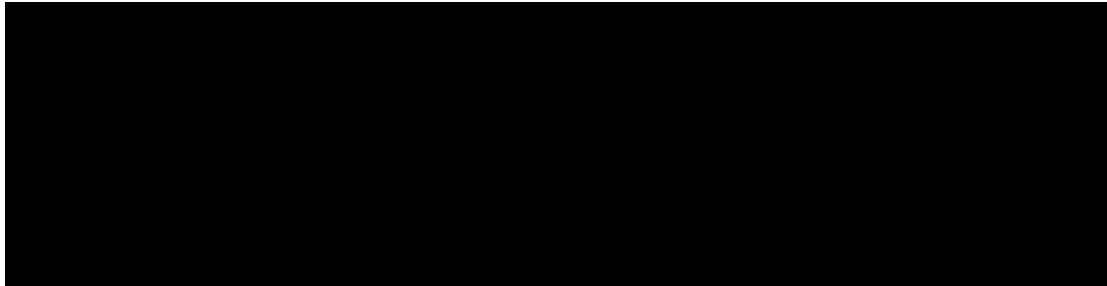
5. Safety

This topic is covered under other reports from Wataynikaneyap Power and Valard. The Wataynikaneyap Power safety reports, for the months of April, May and June of 2022, are located in Appendix B.

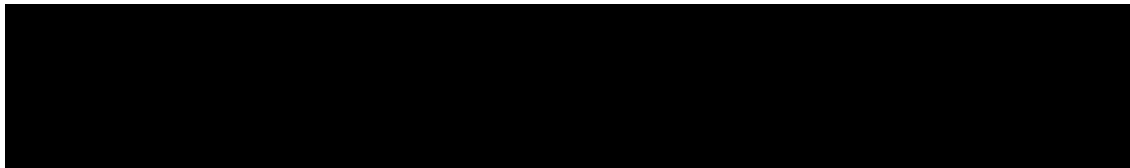
Wataynikaneyap Power and Hatch raised six (6) E-14 Health and Safety observations in this quarter. Refer to Section 11.1.1 for the details of the safety observations made this month.

Refer to Appendix C for a log of E-14 findings.

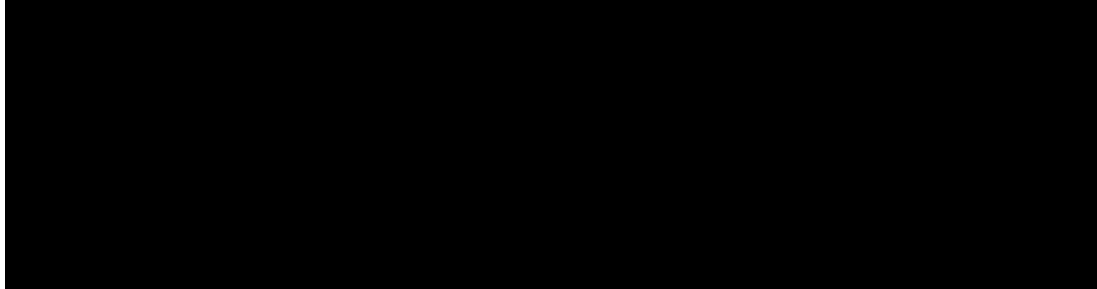
6. Quality



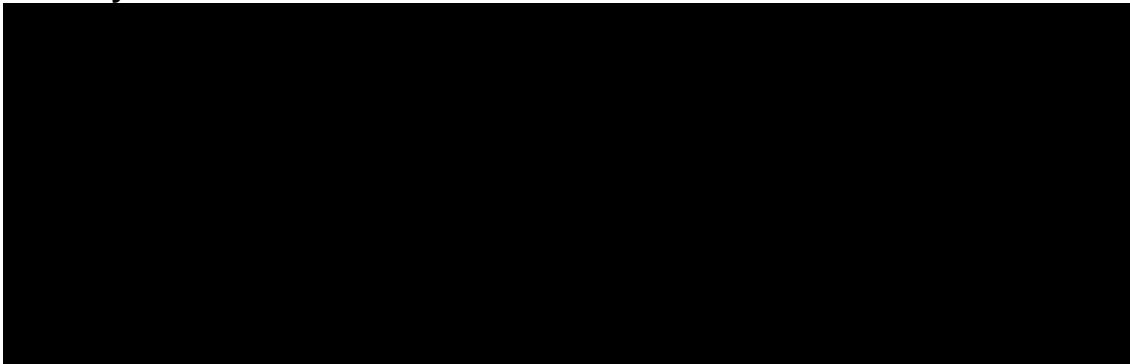
6.1 Quality in Engineering and Design



6.2 Quality in Procurement



6.3 Quality in Construction



7. Supporting First Nations Engagement Efforts

Key support efforts related to First Nations engagement during Q2 2022 include the following:

Indigenous Participation Commitments:

- Updated review summaries of Valard's Indigenous Participation ("IP") Reports for leadership of reports dated December 2021, January 2022 and February 2022 (in April 2022); March 2022 (in May 2022); and April 2022 (in June 2022).
- Each month reviewed the previous month's submission of Valard's IP Report and prepared leadership summary.
- Prepared and issued updates to the Indigenous Communication Management Plan ("ICMP") weblinks.
- Finalized RFIs for release, including request for clarifications on the January 2021 IP Report (HATCH-VAL-RFI-0553) and provided commentary on the quality control of IP Reports in general (HATCH-VAL-RFI-0554).

Participated in a monthly conference call with Wataynikaneyap Power, Opiikapawiin and Valard regarding Employment, Training and Business.

Participated in conference calls with Wataynikaneyap Power, Opiikapawiin and Valard on April 5, 2022, and May 11, 2022 to walk through the IP review process, matrix and leadership summary.

Reviewed and provided input into subcontractor review process.

Provided feedback and input to address inquiries for Wataynikaneyap Power, Opiikapawiin and Valard.

IM&ER RFP Process

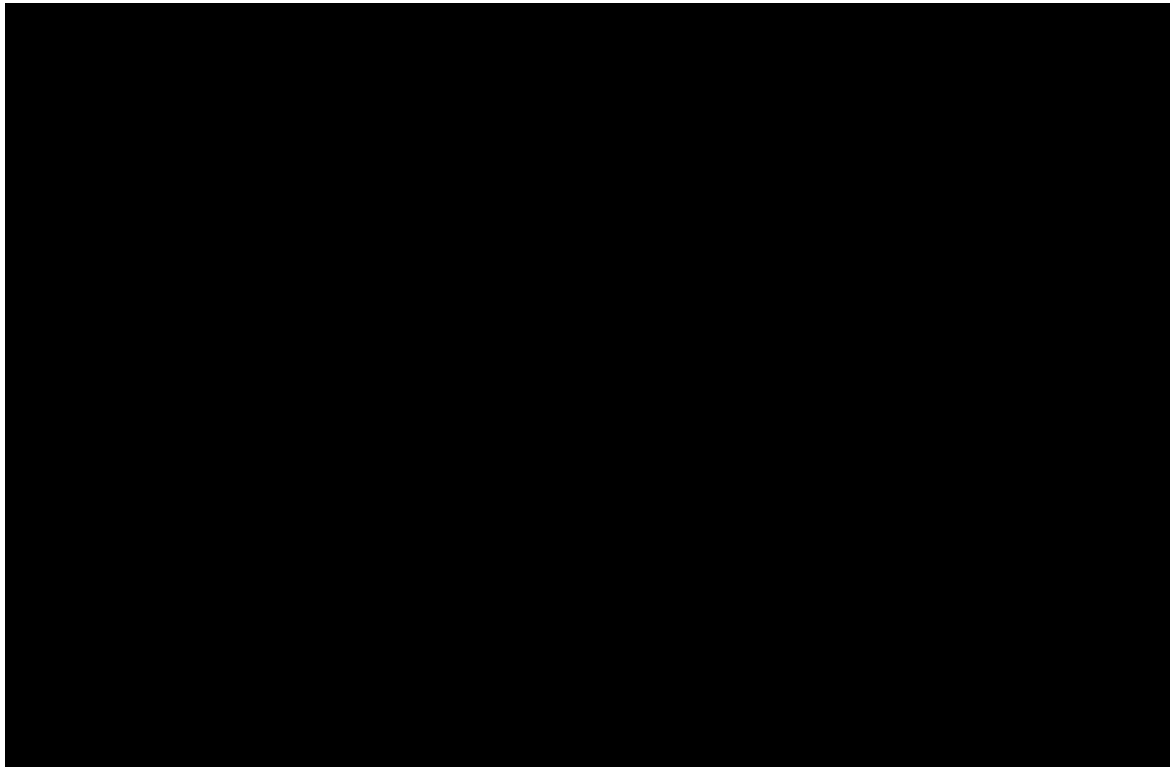
Participating in planning sessions with Wataynikaneyap Power and reviewed and developed material regarding the RFP. Participating in planning sessions with Wataynikaneyap Power on April 4, 6, 13 and 21, 2022.

Participating in a review session on June 24, 2022 with Wataynikaneyap Power and Opiikapawiin regarding submissions to the RFP.

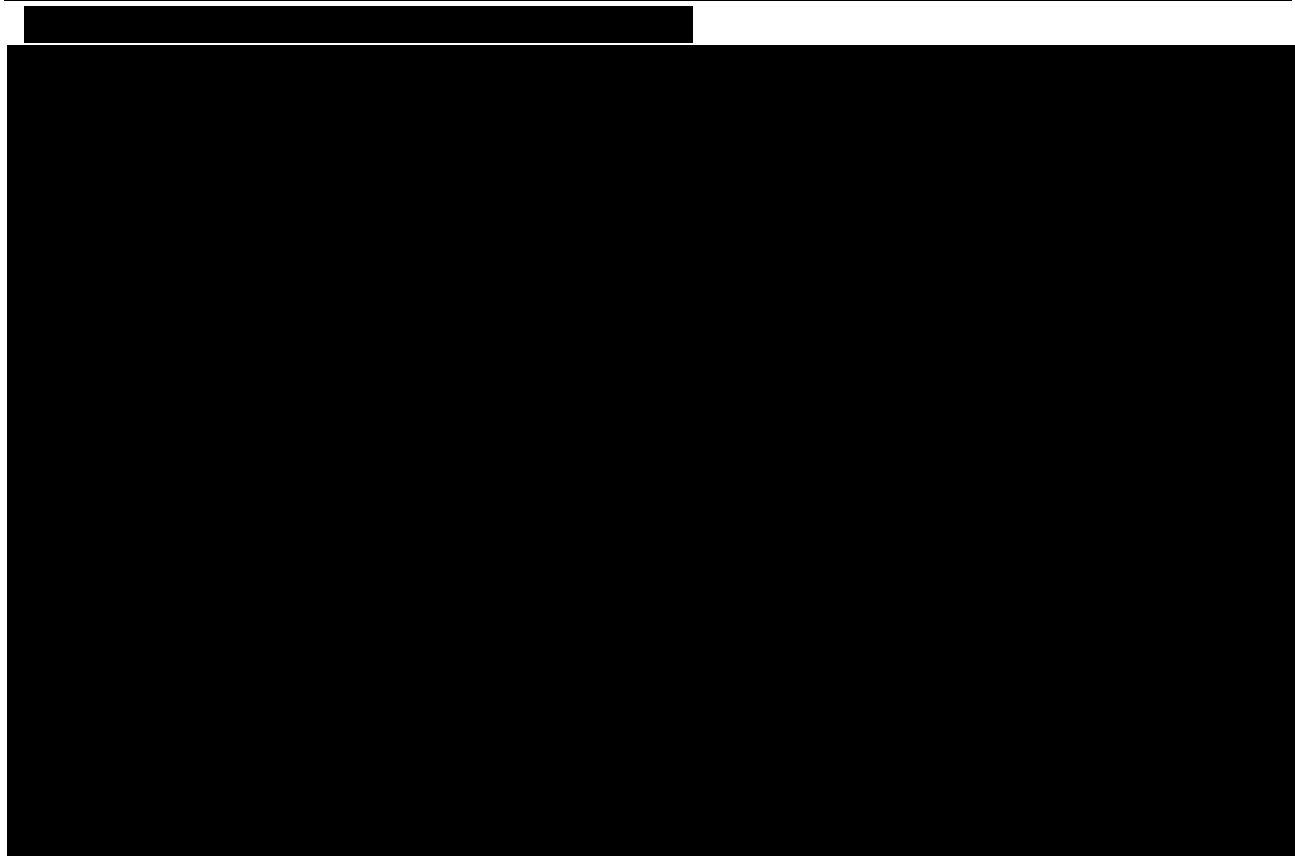
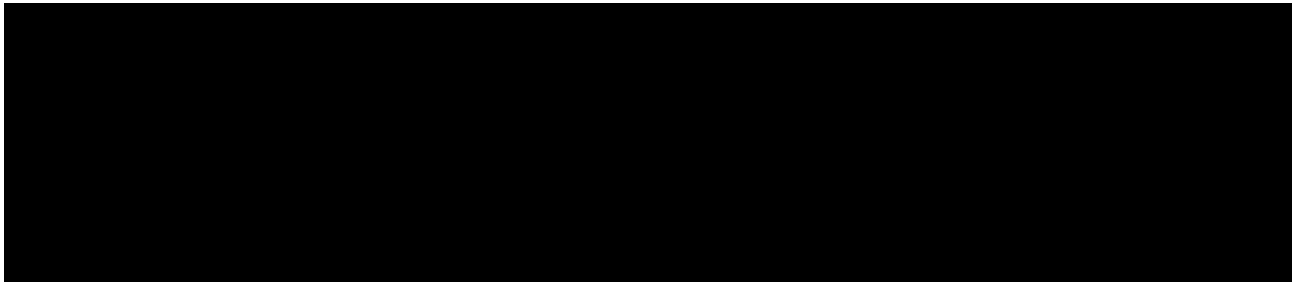
8. Environmental and Permitting

8.1 Environmental

Key environmental items completed during Q2 of 2022 include the following:



Land



9. Engineering

Refer to the Appendix G (Watay-Hatch RFIs) and Appendix H (Valard RFIs) for the RFI logs that list various ongoing or completed technical clarifications.

Refer to Appendix I for list and status of various drawings and documents.

9.1 Transmission Lines

The following design documents have been reviewed and issued to Valard in Q2, 2022.

Review of marker ball tables of the following segments is ongoing.

- AB, EG, JK, RT, TZ, VY, ZV, CJ

Review of structure list of the following segments is ongoing.

- AB, CD, EG, J1, P1P1, TU, VY

The following documents have been reviewed and returned to Valard.

- E353781-LJ101-230-250-2001 Plan View – 25kV Segment J1
- E353781-LKM01-230-250-3001 Stringing Chart – Conductor
- E353781-LKM01-230-250-3002 Stringing Chart – OPGW & OHSW
- E353781-LMM21-230-250-3001 Stringing Chart
- E353781-LL101-230-250-3001 Stringing Chart
- E353781-LP1P1-230-250-3001 Stringing Chart – Conductor
- E353781-LP1P1-230-250-3002 Stringing Chart – OHSW & OPGW
- E353781-LP1P1-230-250-3002 Stringing Chart – OHSW & OPGW
- E353781-LZW01-230-250-3002 Stringing Chart – OPGW & OHSW
- E353781-LZW01-230-250-3002 Stringing Chart – OPGW & OHSW
- E353781-LJ101-230-250-3001 Stringing and Sag Tension Charts J1 Conductor
- E353781-LE101-230-250-2001 Plan & Profile Segment E

Assembly Drawings

The following documents have been reviewed and returned to Valard.

- E353781-LP1P1-230-250-6001 115 kV Transmission Line Bell Fibre Interconnection Fibre Route and Design
- E353781-L0001-230-250-2117 Assembly 115-D4 Drake Dead-end Insulator
- E353781-L0001-230-250-2120 Assembly 115-Wqr-001 Hawk Dead-end Insulator
- E353781-L0001-230-250-2121 Assembly 115-Qbyp-S1 Dead-end Insulator
- E353781-L0001-230-250-2122 Assembly 115-Wpq-1081 Dead-end Insulator Assembly

- E353781-L0001-230-250-2007 Assembly 230-D3 Deadend Insulator For A-Frame
- E353781-L0001-230-250-4018 QR Bypass
- E353781-LP1P1-230-250-6001 115 KV Transmission Line Bell Fibre Interconnection Fibre Route and Design
- E353781-L0001-230-250-2117 Assembly 115-D4 Drake Deadend Insulator

Structure Drawings

- E353781-LDE01-340-270-0001 - 22.59m 115kV H-Frame For Segment WDE Tangent Structure
- E353781-L0001-230-250-1110 Sub02 115 kV Steel Pole Bypass WQR-001A, WQR-001B, WQR-001C

Hardware Type Test

N/A

Manufacturer Evaluation

N/A

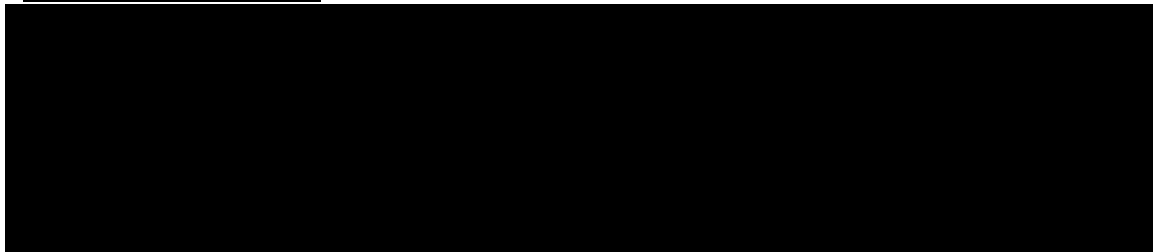
Inspection and Test Plan Review

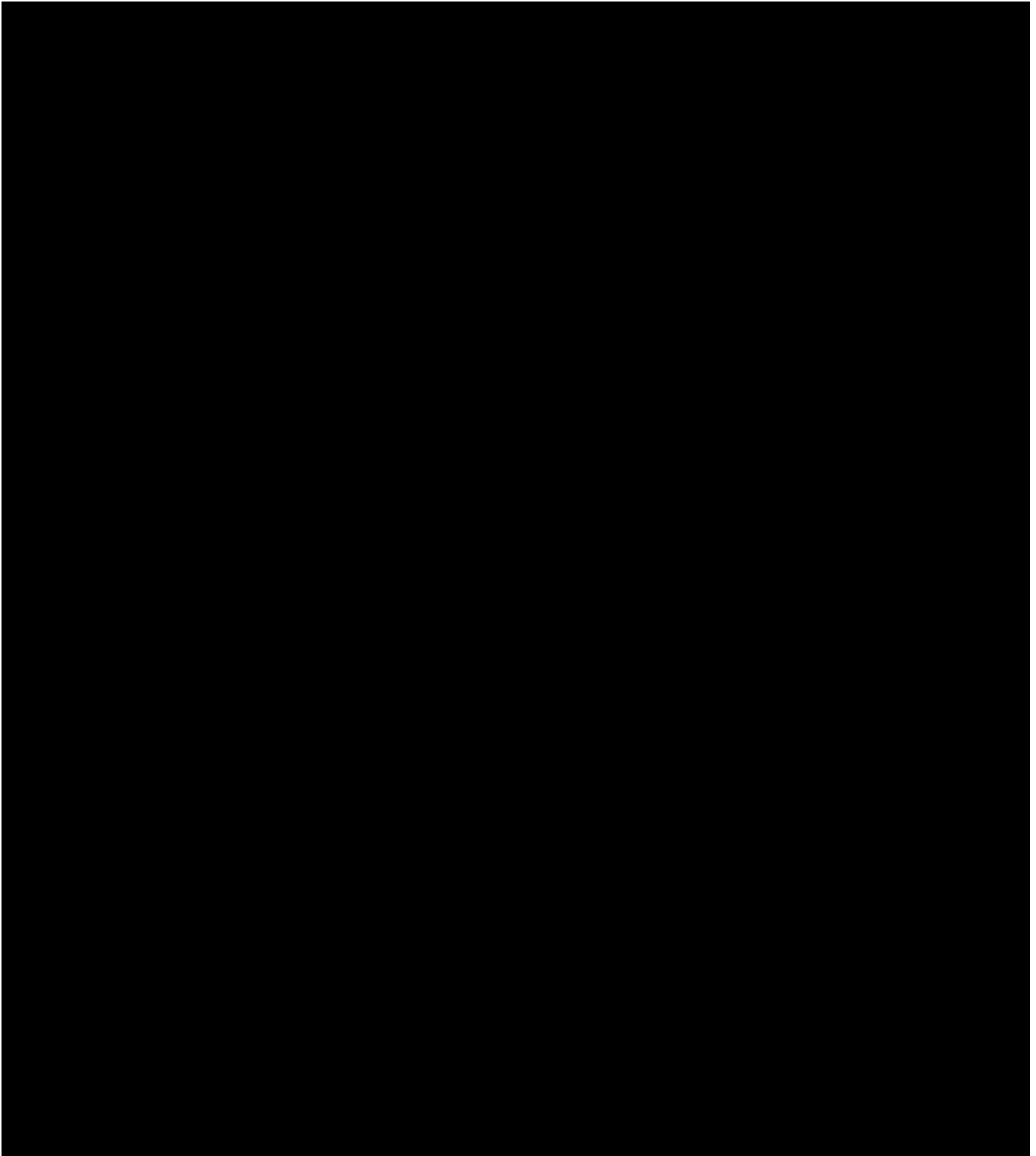
- E353781-L0001-220-051-0110 Sub01 Inspection & Test Plan
- E353781-L0001-340-051-0001 Sub01 Inspection & Test Plan
- E353781-L0001-340-051-0002 Sub01 Inspection & Test Plan
- E353781-L0001-340-051-0004 Sub01 Inspection & Test Plan
- E353781-DE01-340-051-0001 Inspection & Test Plan, Nova Pole

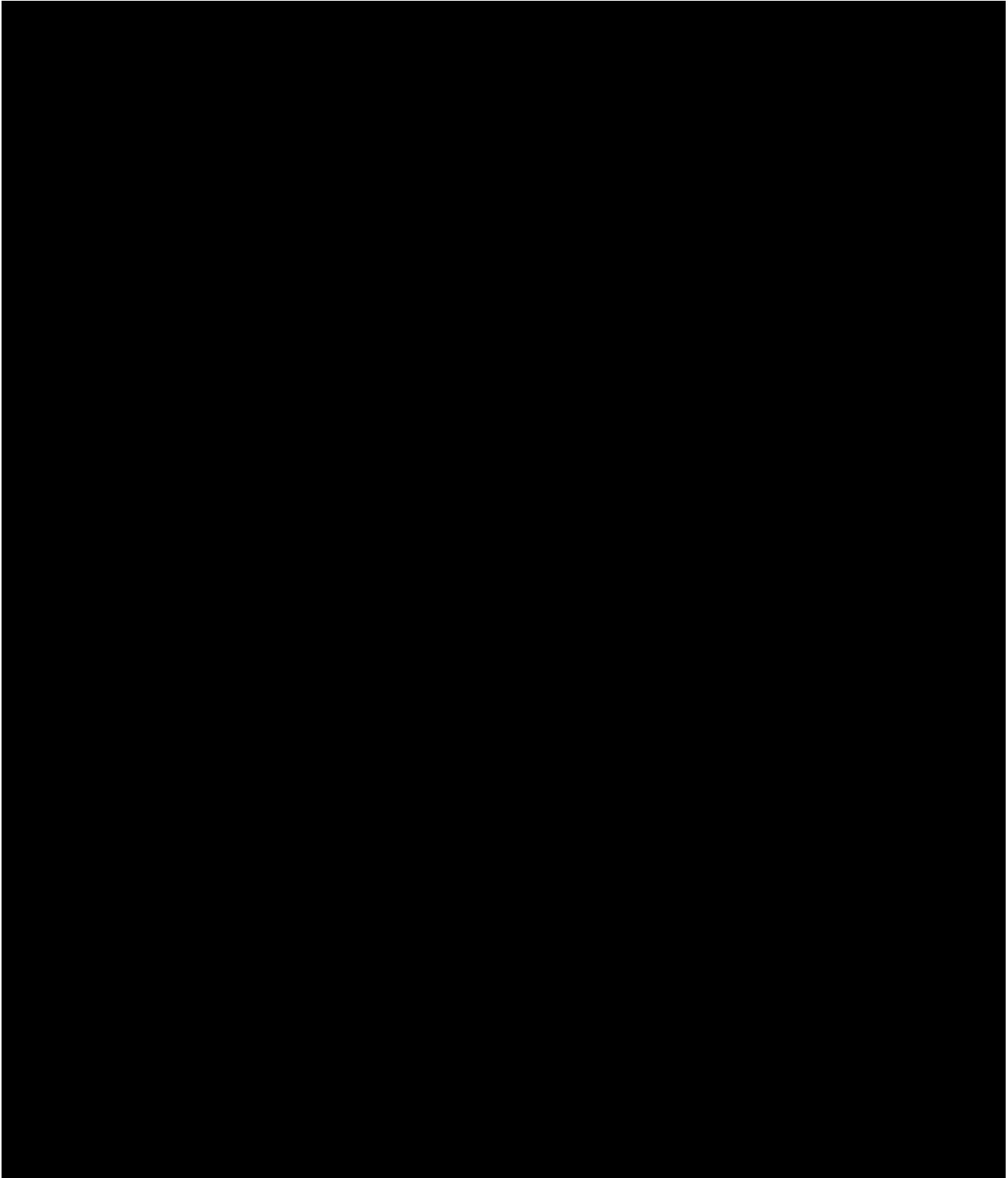
Key RFIs

- VAL-HATCH-RFI-0472: W54W/AB Transmission Lines As-Builts and Redlines List
- HATCH-VAL-RFI-0567: Watay Lines-List of Crossings with Aircraft Warning Marker Balls.

9.2 Substations Electrical







9.3 Civil and Structural Items

9.3.1 *Transmission Lines*

Documents

The following documents were reviewed and returned to Valard unless otherwise noted:

- Anchor Pull Test Procedure (1 document) (IFC)
- Anchor Pull Test Procedure (1 document) (Re-IFC)
- Guy Anchor (2-pipe, 3-pipe, etc.) Sample Calculations (1 document) (IFC)
- Mast Foundation Sample Calculation (1 document) (IFC)
- Self-supporting tower timber grillage foundation calculation (1 document) (IFC)

Drawings

The following drawings were reviewed and returned to Valard unless otherwise noted:

- Grouted Anchor, Single/2 Pipe/3-Pipe Anchor, Rock Anchors at Slopes, General Stiffener details for Pile Retrofits, Center Pin Rock Anchored and Micropile for WP-058 drawings (22 drawings) (IFC)
- Steel pipe anchor (single, 2-pipe, 3-pipe), stiffener details, micropile, mast on rock retrofits drawings (13 drawings) (IFC)
- Various 44kV Foundation drawings - direct embed, bucket pile (11 drawings) (IFC)
- Foundation Retrofit Drawings BC (18 drawings) (IFC)
- Foundation Retrofit Drawings AB (14 drawings) (As-Built)
- Foundation Retrofit Drawings AB (8 drawings) (As-Built)
- Foundation Retrofit Drawings AB (35 drawings) (As-Built)
- Foundation Retrofit Drawings AB (59 drawings) (As-Built)
- Pile As-Built Diagram AB-351 (2 drawings) (As-Built) - Under Review
- Steel Pipe Anchor and 115kV Direct Embed Pole (7 drawings) (IFC) – Under Review
- 25kV and 44kV Helical Anchor, Direct Embed Pole (4 drawings) (IFC) – Under Review.

9.3.2 *Substation*

Documents

The following documents were reviewed and returned to Valard unless noted otherwise:

- All Substations – Falcon Foundation Steel ITP (1document) (IFC)
- Substation A – Structural Design Criteria and Analysis Report (1 document) (IFC)

- Substation G – Geotechnical Report (1 document) (IFC)
- Substation G – Geotechnical Report (1 document) (Re-IFC)

Drawings

The following drawings were reviewed and returned to Valard, unless noted otherwise:

- All Substations – Shims and Stiffener Plate Details for Control Buildings (1 drawing) (IFR)
- All Substations – Control building foundation retrofits (1 drawing) (IFC) – Under Review

Substation A

- Shell Fabrication drawings (5 drawings) (IFC)
- Structural steel shop drawings (177 drawings) (IFC) – Under Review

Substation B

- Structural steel shop drawings (279 drawings) (IFC)

Substation C

- Nova Lightning pole drawings (5 drawings) (IFC)

Substation D

- Drilled pipe pile (“DPP”) and other cast-in-place (“CIP”) foundation drawings (7 drawings) (As-Built) – Under Review

Substation E

- Structural steel sealed shop drawings and layout (164 drawings) (IFC)

Substation G

- Control Building Stair Platform and Stringer Foundation Pads (1 drawing) (IFC)
- Site Layout drawing (1 drawing) (IFC)

Substation J

- Nova Lightning Pole Drawings (5 drawings) (IFC)

Substation K

- Foundation elevation drawings (3 drawings) (IFC) – Under Review
- Variable reactor and transformer containment pit drawings (6 drawings) (IFC) – Under Review
- Civil Drawings (3 drawings) (IFC)

Substation L

- Helical Pile and other cast-in-place Foundation Drawings (6 drawings) (IFC)
- Foundation elevation drawing (1 drawing) (IFC)

- Civil drawing package (12 drawings) (IFC) – Under review

Substation M

- Foundation Layout Drawing (1 drawing) (IFC)

Substation P

- Structural Steel Drawings (13 drawings) (As Built)
- Concrete pile and other cast-in-place (“CIP”) foundation drawings (6 drawings) (IFC) – Under Review

Substation R

- Mast Foundation on Rock and other CIP foundation drawings (6 drawings) (IFR)
- Mast Foundation on Rock and other CIP foundation drawings (6 drawings) (IFC) – Under Review

Substation S

- Site Layout Drawing (1 drawing) (IFC)

Substation T

- Mast Foundation on Rock (1 drawing) (IFC)

Substation U

- Site Layout Drawing (1 drawing) (IFC)

Substation W

- Helical pile and other CIP foundation drawings (7 drawings) (IFC)

Substation Y

- Transformer Containment Pit and Step Drawings (5 drawings) (IFC)
- Transformer Containment Pit and Step Drawings (4 drawings) (IFR)
- Mast Foundation on Rock and other CIP foundation drawings (7 drawings) (IFC) – Under Review

Outstanding Items

- N/A

Key RFIs

- HATCH-VAL-RFI-0520: Transmission Line - Comments on Mast Foundation Calc. and Micropile Foundation calc. Response received from Valard on April 29, 2022. Review is ongoing.
- HATCH-VAL-RFI-0526: Placement of Control Building on Foundation Concrete Pier/Piles. Response received from Valard and RFI is closed.

- HATCH-VAL-RFI-0528: Justification on requirement of two and three pipe anchors - response received from Valard. Valard has submitted calculations through document control. After the reporting period, Hatch sent a new RFI seeking additional clarification on this matter.
- HATCH-VAL-RFI-0539: Substation B (HONI) - Supporting calculations for earthwork quantities. Response received from Valard and RFI is closed.
- HATCH-VAL-RFI-0540: As-Built drawings for substations. Response received from Valard and RFI is closed.
- HATCH-VAL-RFI-0541: Substation P - Stability of foundations due to excavation from oil spill. Response received from Valard. A follow up RFI (HATCH-VAL-RFI-0559) was sent. Valard has responded to this RFI. A follow up RFI (HATCH-VAL-RFI-0573) has been sent. After the reporting period, Valard submitted a response which was adequate.
- HATCH-VAL-RFI-0552: Substation All – Control building platform stair stringer and circuit breaker platform and stair support slabs – response received from Valard. Valard to resubmit the response with answers to Hatch's questions sent via email on April 20, 2022. Response was resubmitted by Valard and acceptable to Hatch. Responsibility lies with Valard's engineer-of-record for durability of slabs. A follow up RFI (HATCH-VAL-RFI-0572) was sent. Valard has responded. During a phone call with Valard, Valard was requested to look into other options of supporting the circuit breaker platforms instead of stacking two (2) 50 mm slabs one on top of other.

10. Procurement

Much of the Project equipment is being procured from outside Canada. Valard has advised that they are monitoring and engaging with their proposed suppliers regarding COVID-19. Delivery impacts are being monitored. To date, there have been three (3) notices issued by Valard, all driven by COVID-19 as it relates to delays in procurement:

1. Sa-Ra Supply – Lattice Towers
2. Major Equipment Delays – Substations
3. Foundation Grout

Sa-Ra Supply – Lattice Towers

At this time, Wataynikaneyap Power and Valard believe impact has been mitigated to an extent given construction delays.

Major Equipment Delays – Substations

On February 9, 2021, Valard issued a letter advising that they had received notifications from three (3) major substation equipment vendors regarding real and potentially further delay due to the COVID-19 Pandemic.

Valard continues to provide updates on this issue. As of April 15, 2022, no impact on the Project Schedule has been identified due to these issues. Wataynikaneyap Power and Valard are monitoring the situation. Valard has confirmed that any equipment that required transport via winter roads in 2022 has been delivered to its final delivery point.

Foundation Grout

To date, no impact on the Project Schedule has been identified due to this issue. Wataynikaneyap Power and Valard are monitoring the situation.

10.1 Transmission Lines

See Engineering - Transmission Lines section above for the changes to manufacturers. Deliveries to site thus far have included: anchor and foundation hardware, conductor reels for 230 kV and 115 kV, glass insulators, OPGW, guy wire, hardware and tower steel.

10.2 Substations

FAT testing has concluded for the project. Refer to Section 9.2 for details of previous tests.

11. Construction and Commissioning

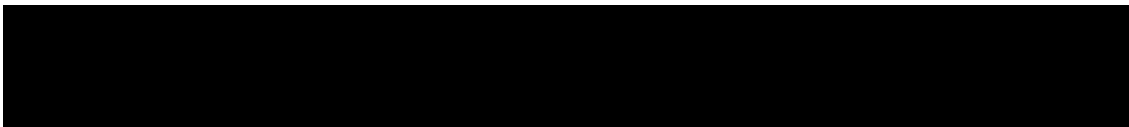
There are seven (7) Hatch inspectors on rotation at the site. The inspectors are monitoring environmental, quality, progress and H&S as well as field verification of progress for invoicing. The inspectors are providing daily reports of their observations.

Hatch inspectors are performing periodic environmental spot checks under the direction of Wataynikaneyap Power and Hatch environmental personnel.

During Q2 2022, Hatch's safety inspector left the project to be replaced by Wataynikaneyap's internal personnel.

The below information is based on observations in the field by Hatch field inspectors and may not be an exact match to Valard's actual quantities.

11.1 Field Observations



[illegible]

100%

90%

80%

70%

60%

50%

40%

30%

20%

10%

0%

0

10

20

30

40

50

60

70

80

90

100

110

120

130

140

150

160

170

180

190

200

210

220

230

240

250

260

270

280

290

300

310

320

330

340

350

360

370

380

390

400

410

420

430

440

450

460

470

480

490

500

510

520

530

540

550

560

570

580

590

600

610

620

630

640

650

660

670

680

690

700

710

720

730

740

750

760

770

780

790

800

810

820

830

840

850

860

870

880

890

900

910

920

930

940

950

960

970

980

990

1000

1010

1020

1030

1040

1050

1060

1070

1080

1090

1100

1110

1120

1130

1140

1150

1160

1170

1180

1190

1200

1210

1220

1230

1240

1250

1260

1270

1280

1290

1300

1310

1320

1330

1340

1350

1360

1370

1380

1390

1400

1410

1420

1430

1440

1450

1460

1470

1480

1490

1500

1510

1520

1530

1540

1550

1560

1570

1580

1590

1600

1610

1620

1630

1640

1650

1660

1670

1680

1690

1700

1710

1720

1730

1740

1750

1760

1770

1780

1790

1800

1810

1820

1830

1840

1850

1860

1870

1880

1890

1900

1910

1920

1930

1940

1950

1960

1970

1980

1990

2000

2010

2020

2030

2040

2050

2060

2070

2080

2090

2100

2110

2120

2130

2140

2150

2160

2170

2180

2190

2200

2210

2220

2230

2240

2250

2260

2270

2280

2290

2300

2310

2320

2330

2340

2350

2360

2370

2380

2390

2400

2410

2420

2430

2440

2450

2460

2470

2480

2490

2500

2510

2520

2530

2540

2550

2560

2570

2580

2590

2600

2610

2620

2630

2640

2650

2660

2670

2680

2690

2700

2710

2720

2730

2740

2750

2760

2770

2780

2790

2800

2810

2820

2830

2840

2850

2860

2870

2880

2890

2900

2910

2920

2930

2940

2950

2960

2970

2980

2990

3000

3010

3020

3030

3040

3050

3060

3070

3080

3090

3100

3110

3120

3130

3140

3150

3160

3170

3180

3190

3200

3210

3220

3230

3240

3250

3260

3270

3280

3290

3300

3310

3320

3330

3340

3350

3360

3370

3380

3390

3400

3410

3420

3430

3440

3450

3460

3470

3480

3490

3500

3510

3520

3530

3540

3550

3560

3570

3580

3590

3600

3610

3620

3630

3640

3650

3660

3670

3680

3690

3700

3710

3720

3730

3740

3750

3760

3770

3780

3790

3800

3810

3820

3830

3840

3850

3860

3870

3880

3890

3900

3910

3920

3930

3940

3950

3960

3970

3980

3990

4000

4010

4020

4030

4040

4050

4060

4070

4080

4090

4100

4110

4120

4130

4140

4150

4160

4170

4180

4190

4200

4210

4220

4230

4240

4250

4260

4270

4280

4290

4300

4310

4320

4330

4340

4350

4360

4370

4380

4390

4400

4410

4420

4430

4440

4450

4460

4470

4480

4490

4500

4510

4520

4530

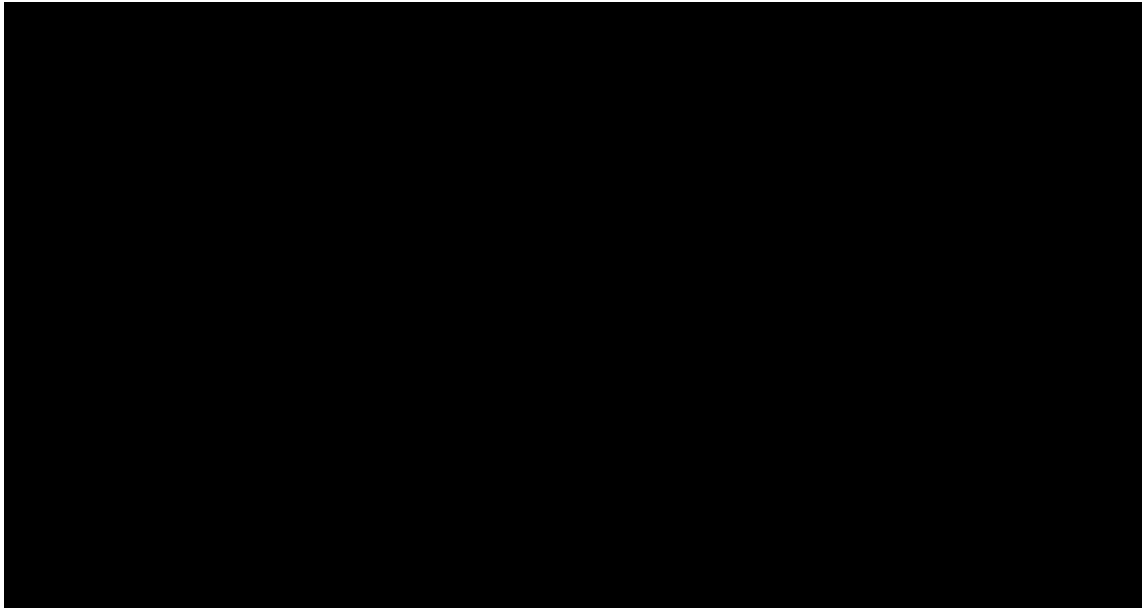
4540

4550

4560

4570

4580



11.2 Survey and Field Reconnaissance

Survey and field reconnaissance activities are ongoing. Refer to Appendix J for inspectors' foundation installation progress observations.

11.3 RoW Clearing

RoW progress has been extracted from Valard's MBOS system and is shown in Appendix J.

By March 2022, Valard had finished all bulk clearing in Group 2 as well as worked through some 25 kV clearing in Group 2 (J1, K1, D1, G1 all cleared). There remains small hand-falling areas as well as burn piles in EG and KM that would need to be finished next season. Valard has cleared QR from structure QR-027 to Substation R.

Hand clearing was observed in Group 3 towards the end of May 2022. Hand clearing commenced for WRT and WTU lines, continuing into June 2022.

11.4 Camps and Laydown Areas

Pickle Lake Main camp was also closing throughout June 2022 and most crews were moved up to Pipestone as required.

The beginning of Q2 2022 had notable amounts of flooding or wet ground conditions, making travel and working in camps difficult. June 2022 was a dryer month than May and camps started opening back up near the end of June 2022 and early into July 2022.

In Group 1, most camps are now closed, and hotels are being used in Dryden and Pickle Lake.

In Group 2, camps started to reopen as the wet conditions dried. Pipestone, North Caribou, Kingfisher and Wunnumin are open. Muskrat and Bearskin opened after the reporting period. Sachigo and KI camps remain to be built for Group 2. Assets have been hauled up and are expected to be assembled and built over the summer/fall of 2022.

In Group 3, the following camps being used in the north: Knox, Deer Lake, and North Spirit. Crews are mainly staying in Deer Lake. The following camps are being used in the south: Junction, Balmer Annex and Nature's Inn. The camp on the WQR RoW needs to be assembled and built up. Crews are flying into site from Junction. Keewaywin camp needs to be built.

11.5 Geotechnical Investigation

Geotechnical investigation and soil resistivity testing ("SRT") are complete for all substations barring any additional testing that may be required.

Transmission line geotechnical investigations have been conducted on large portions of the project.

11.6 Transmission Line Foundations

The following is the general area of work and observations for the quarter and may not be the entire work front.

Foundations work was mostly finished for the winter 2022, some foundation work continued in DE and EF into April and May 2022. No foundation work was done Group 2 in June 2022. Foundations in Group 2 are to continue in July 2022 with heli-based foundations being installed in lines EF and DE. In Group 3, Valard started heli-foundations in line RT. Valard reporting indicated approximately twenty (20) foundations were completed.

Additionally, Valard completed Approximately 38 foundations in JI (44kV), and about 129 25kV foundations. There is some QA work that needs to be completed to close out these poles, including additions of HORCI equipment.

Foundations Installed			
Type	Group 1	Group 2	Group 3
Masts Installed	-	48	26
Mast on Soil	-	14	13
Mast on Rock	-	6	13
Mast on Pin	-	-	-
Drilled Pipe Pile	-	-	-
Mast Helical	-	14	0
Micropile	-	-	-
Self-Supporting	-	2	6

Additionally, progress has been extracted from Valard's MBOS system and is shown in Appendix J.

11.7 Anchor Installation

The following is the general area of work and observations for the quarter and may not be the entire work front.

Anchor installation continued in lines DE and EF into April and May 2022. By June 2022 most work had stopped and instead heli-anchor work was happening in RT.

Additionally, progress has been extracted from Valard's MBOS system and is shown in Appendix J.

11.8 Transmission Line Tower Assembly

Assemblies are aggregated from on the RoW and in laydown/fly yards, the following was observed.

Some assembly work was done in Group 2 in April and May 2022 but was primarily focused in Group 3 in Sandy Lake in June 2022.

Structures Assembled					
Type	Group 1	Type	Group 2	Type	Group 3
W2A	-	W1A	-	W1A	84
W2B	-	W1B	1	W1B	-
W2C	-	W1C	-	W1C	-
W2D	-	W1D	9	W1D	5
W2E	-	W1E	2	W1E	-
Total	-	Total	12	Total	89

Additionally, progress has been extracted from Valard's MBOS system and is shown in Appendix J.

11.9 Transmission Line Tower Erection

The following is the general area of work and field observations for the quarter and may not be the entire work front.

Erections finished off on lines AB, CD and CJ in April 2022. In May 2022, erection crews were mostly on hold, waiting for stringing and the spring melt. In late June 2022, erections restarted primarily focusing on line DE and then into EF after the reporting period. Work in Group 3 primarily focused on lines ZW, ZV and TZ throughout April and May 2022.

Additionally, Valard set approximately 38 poles in JI (44kV), and 129 25kV poles. There is some QA work that needs to be completed to close out these poles, including additions of HORCI equipment.

Structures Erected					
Type	Group 1	Type	Group 2	Type	Group 3
W2A	-	W1A	61	W1A	-
W2B	-	W1B	6	W1B	-
W2C	-	W1C	-	W1C	-
W2D	-	W1D	8	W1D	-
W2E	-	W1E	-	W1E	-
Total	-	Total	75	Total	-

Additionally, progress has been extracted from Valard's MBOS system and is shown in Appendix J.

11.10 Transmission Line Conductor and OPGW Stringing

Group 1 was completed and tested in May 2022.

In Group 2, CJ conductor and OPGW has been completed by the second week of June 2022. There are approximately 108 spans left in CD (CD-125 to CD-232) for conductor and approximately 40 additional spans for OPGW (140 in total). Note that CD was subsequently finish in early July 2022.

In Group 3, PQ crews that were removed during spring melt have returned by end of June 2022 and are starting PQ stringing works again. They finished this work early into July 2022.

11.11 Substation Civil and Structural Works

Note the statuses below are provided cumulatively.

Substation A (Dinorwic SS)

Earthworks complete up to ground grade level. All column foundations poured. Form and tie rebar work for reactor pad and circuit breaker pad foundations complete and concrete poured. Control room placed on foundations, stairs installed, batteries stored inside. Installation of fence finished, along with fence grounding. Ground grid installations completed. Steel structures installed. The replacement capacitor voltage transformer ("CTV") arrived and was installed and commissioned. All equipment ready for commissioning outside of deficiencies. Cable tray work mostly done, just the station service voltage transformer ("SSVT"). HONI site grounding grid was completed. HONI station complete. Note: energization of HONI site (up to D26A) happened July 8, 2022; there was an issue with phasing in the HONI station, that will be resolved in an outage later in July 2022.

Substation B (Pickle Lake TS)

All foundation work, steel structures, and bus work (230kV, 115kV, 25kV) were completed. Fence work is now complete on all sides, including insulating fence. Insulating gravel has been spread. The trench for Bell fibre is complete. Reactor deficiency coordination with manufacturer ongoing. C3W remaining structures (lighting masts, station service transformer ("SST") structures, gantry etc.). Everything except SST has been installed. HONI C3W was connected in June 2022, but not energized.

Substation C (Pipestone SS)

All civil work is complete.

Substation D (North Caribou TS)

All civil work is complete.

Substation E (Muskrat Dam TS)

Foundation work is complete and backfill is in progress. Fence work completed. Construction re-started for the season after the reporting period, for steel work to begin.

Substation F (Bearskin Lake TS)

DPP foundations and ground grid installation complete. Transformers and control building equipment has been placed on foundations. Construction re-started for the season after the reporting period, for steel work to begin.

Substation G (Sachigo Lake TS)

Aggregate hauling is completed. The site is shut down until summer for civil crew to arrive for pad work.

Substation I (Wunnumin Lake TS)

Geotechnical investigation and site clearing has been completed. Ground grid done, DPP done, T1 and T2 containments done. Electrical crew to begin cable pulling in July 2022.

Substation J (Kingfisher TS)

Foundation and fence work has been completed and all structures installed on foundations. All equipment (including control building) installed on foundations/containments. Cable tray pulling complete, terminations finished. Testing and commissioning have started for breakers. Above grade grounding in progress.

Substation K (Wawakapewin TS)

Substation cleared and pad started. Ground grid work done, and backfilling in progress. Helical pile work, cutting and capping in progress.

Substation L (Kasabonika Lake TS)

Camp has been established. Substation cleared and pad started and material was delivered to site to begin civil work in summer. Aggregate is being spread, the pad is being graded and the grounding grid was installed. Helical pile work to start at the end of July 2022.

Substation M (Wapekeka-KI TS)

Substation cleared and pad started. Material is on site to begin civil work in summer.

Substation P (Red Lake SS)

Reactor, circuit breaker and pile foundation works completed. Structure installation completed. There was a large spill which required significant excavation near the control building, refer to Section 8.1 for details. Spill cleanup work to begin in July 2022.

Substation Q (Pikangikum TS)

Bypass switch foundation and steel structure installed. Switch to be installed in July 2022.

Poplar Hill R (Poplar Hill SS)

Site stripping and quarry blasting for aggregate.

Poplar Hill S (Poplar Hill TS)

DPP starting early July 2022.

Substation T (Deer Lake SS)

Substation pad finished, foundations complete, vertical steel posts erections complete.

Variable reactor and circuit breaker containment/pads complete.

Substation U (Deer Lake TS)

Below ground ground-grid works complete and backfill to rough grade complete. Transformer and circuit breaker containment/pad complete.

Substation V (North Spirit Lake TS)

Transformer and circuit breaker containment/pads finished. All other structural support foundations and control building foundations ongoing. Control building is on foundations.

This substation was cleared incorrectly in February 2021 and Valard is revising the line layout to maintain the installed foundations.

Substation Y (Keewaywin TS)

Geotechnical work completed.

Substation Z (Sandy Lake TS)

Foundations are complete, and the vertical steel structures installed, and major equipment is installed on it. Ground grid installation in progress with insulating gravel being spread on ground grid. Control building has been placed on foundations.

11.12 Substation Electrical Works

Substation A (Dinorwic SS)

All CVTs installed (including replacement), reactors installed, and circuit breakers installed. Crews finished above grade grounding and battery testing/install. HONI interconnection span 3L3 installed. AB1 jumpers tied back and grounds applied. Energization process to start in July 2022.

Substation B (Pickle Lake TS)

All foundations and equipment have been installed. One of the air core reactors was damaged, and the fix requires further consultation from manufacturer. Low level deficiency repair ongoing.



Wataynikaneyap Power LP
Wataynikaneyap Power Transmission Project
H353781

Quarterly Report [June 2022]

Substation C (Pipestone SS)

The substation is done until end-to-end commissioning.

Substation D (North Caribou TS)

Construction has been completed. The circuit breaker insulator with the bird bite has been replaced per manufacturer recommendations. Equipment and battery testing continues.

Substation J (Kingfisher TS)

Equipment installation has finished. Cable tray work is completed and cable terminations are nearly complete. 44kV and 25kV rigid and flexible bus and cable tray completed. All circuit breakers and transformer side terminations complete, reactor ongoing. Cable termination continues, commissioning relays. Phasor did scheme checks early June 2022.

Substation P (Red Lake SS)

Above grade grounding, equipment install, cable tray and cable pulling, reactor and control room, ground wells and counterpoise and all pre commissioning work is completed. Site work mostly finished until spring for final commissioning and clean up. Phasor will return to check commissioning on cables to control building after cleanup of spill. Note backfill started in July 2022.

Substation V (North Spirit Lake TS)

Bus work and cable tray work started and is continuing into the summer of 2022.

Substation Z (Sandy Lake TS)

Steel vertical structures finished. Control building on foundations. Major equipment installed on steel. Electrical work started, cable tray and bus work aiming to finish by the end of July 2022.

11.13 Commissioning

Hatch's substation and P&C engineering representatives visited Substation A on May 18 and 19, 2022 to inspect substation yard and control building installations, and witness D26A secondary line protection relay testing. Representatives also visited Substation B from May 20 to 23, 2022 to inspect installations and witness element/local testing on various relays (shunt reactors and WBC primary line protection).

Substation A (Dinorwic SS)

Pre-commissioning began and continues for equipment on site. Splicing fiber and PLC commissioning completed on AB. Full walkdowns completed in July 2022. Initial energization up to D26A occurred on July 8, 2022.

Substation B (Pickle Lake TS)

Primarily working on fixing deficiencies from commissioning crew. Final deficiencies and commissioning ongoing.

Substation C (Pipestone SS)

Work completed until end-to-end testing (pre-energization).

Substation D (North Caribou TS)

Work completed until end-to-end testing (pre-energization).

Substation J (Kingfisher Lake TS)

Commissioning ongoing. Relay testing, SSVT testing.

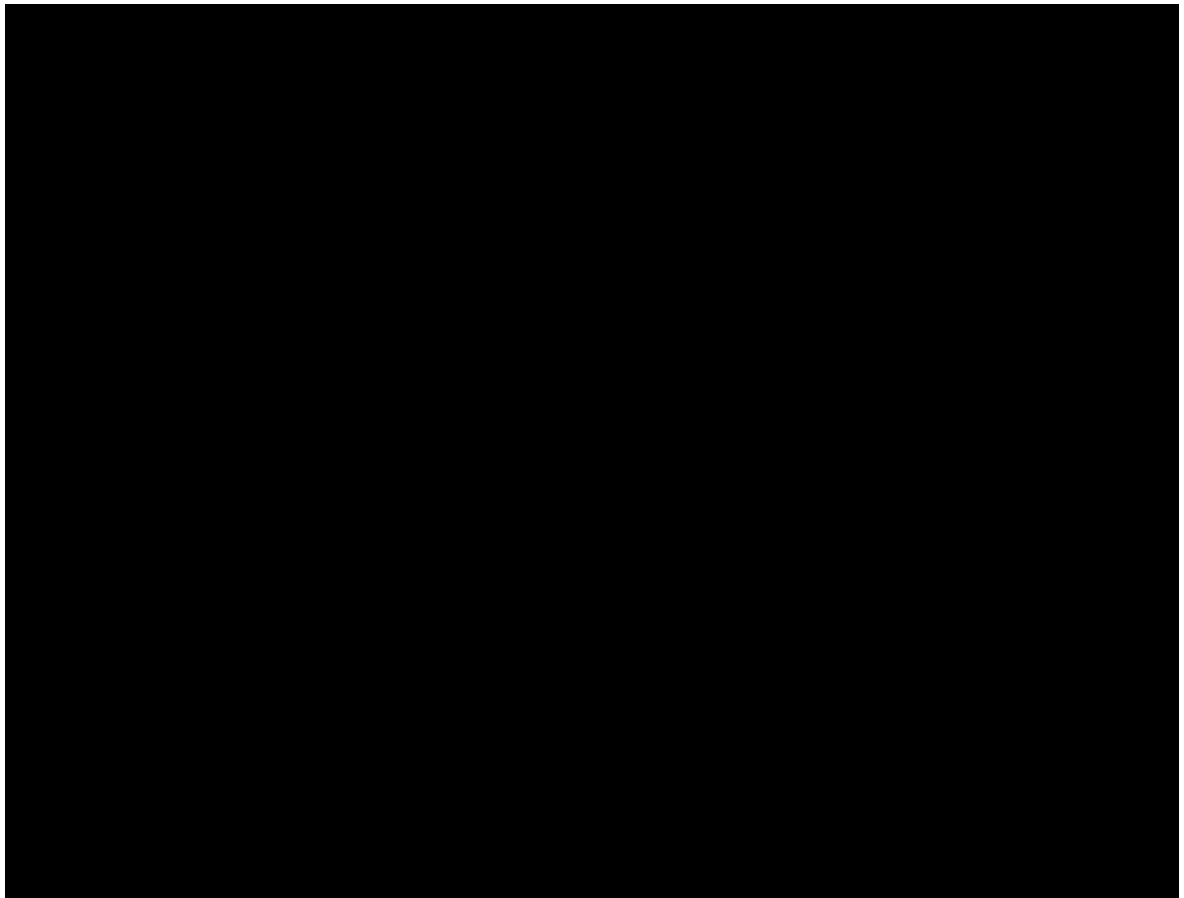
Substation P (Red Lake SS)

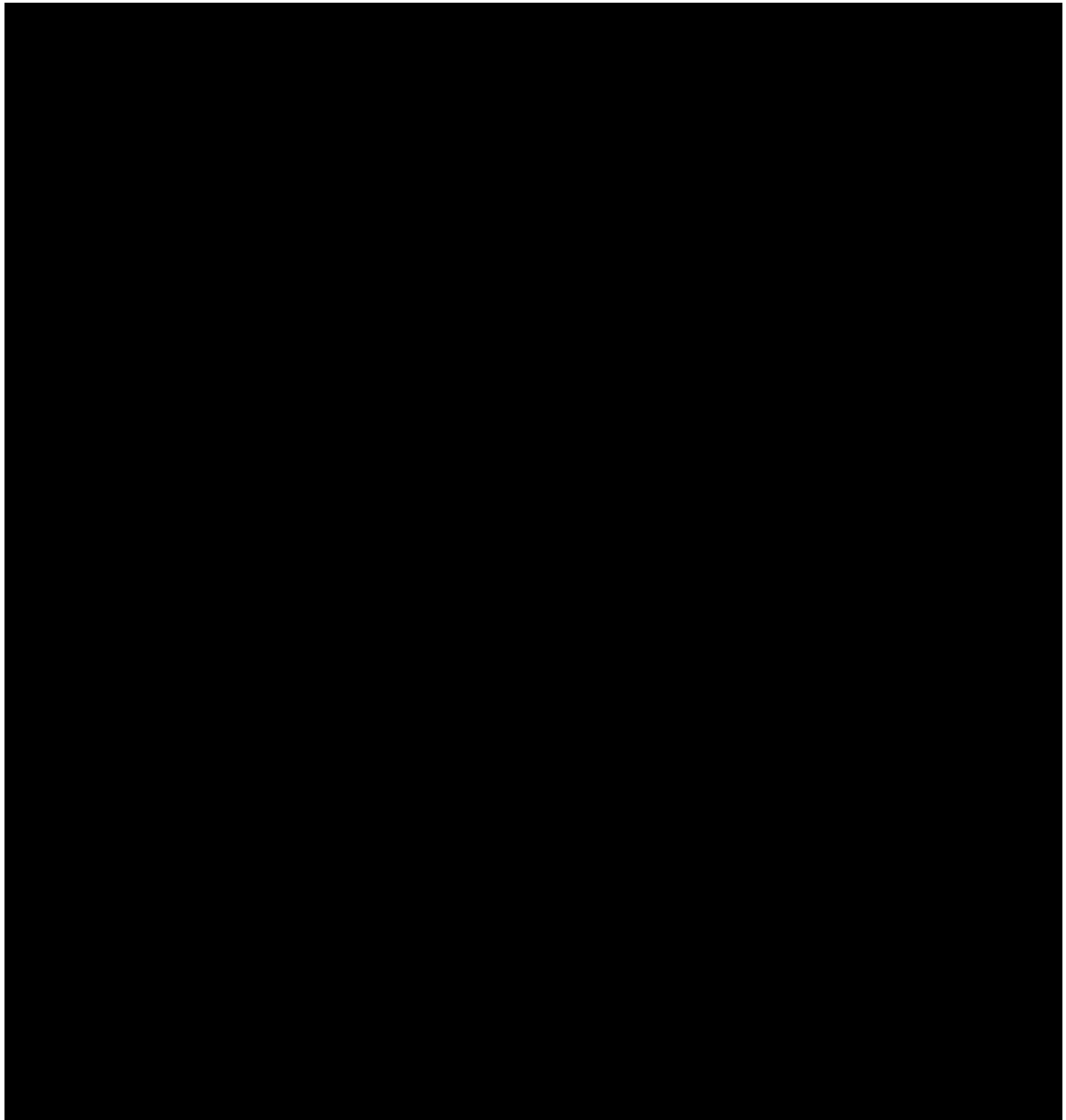
Work completed but further commissioning is stopped until environmental spill containment and cleanup is finished. Remediation/mitigation work to begin in July 2022. Cables and connections affected by the spill will be re-checked once remediation is complete.

12. Schedule

12.1 Baseline Schedule

Schedule analysis is included in Appendix K.





12.2 Achieved Milestones in Reporting Period

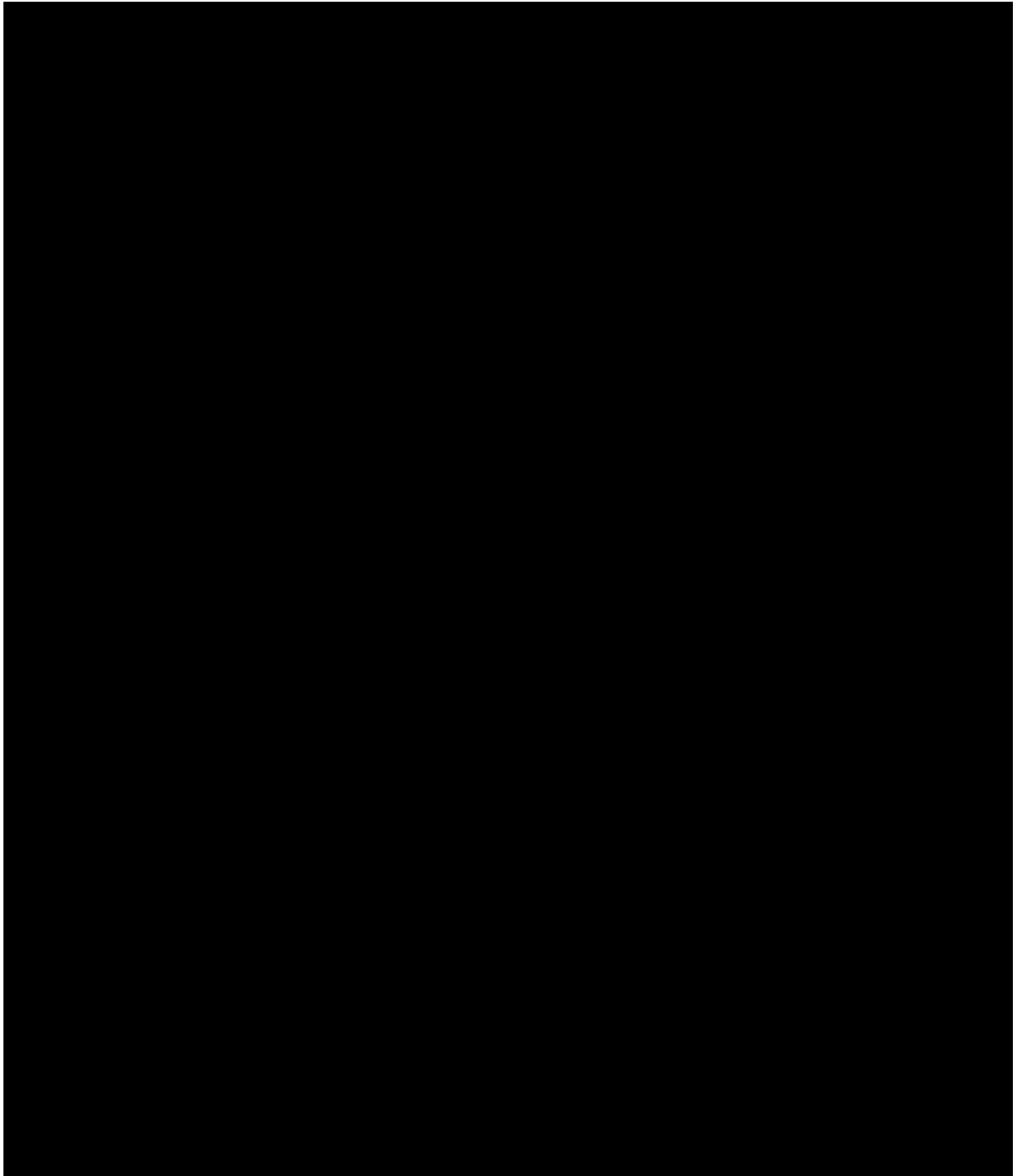


12.3 Upcoming Milestones

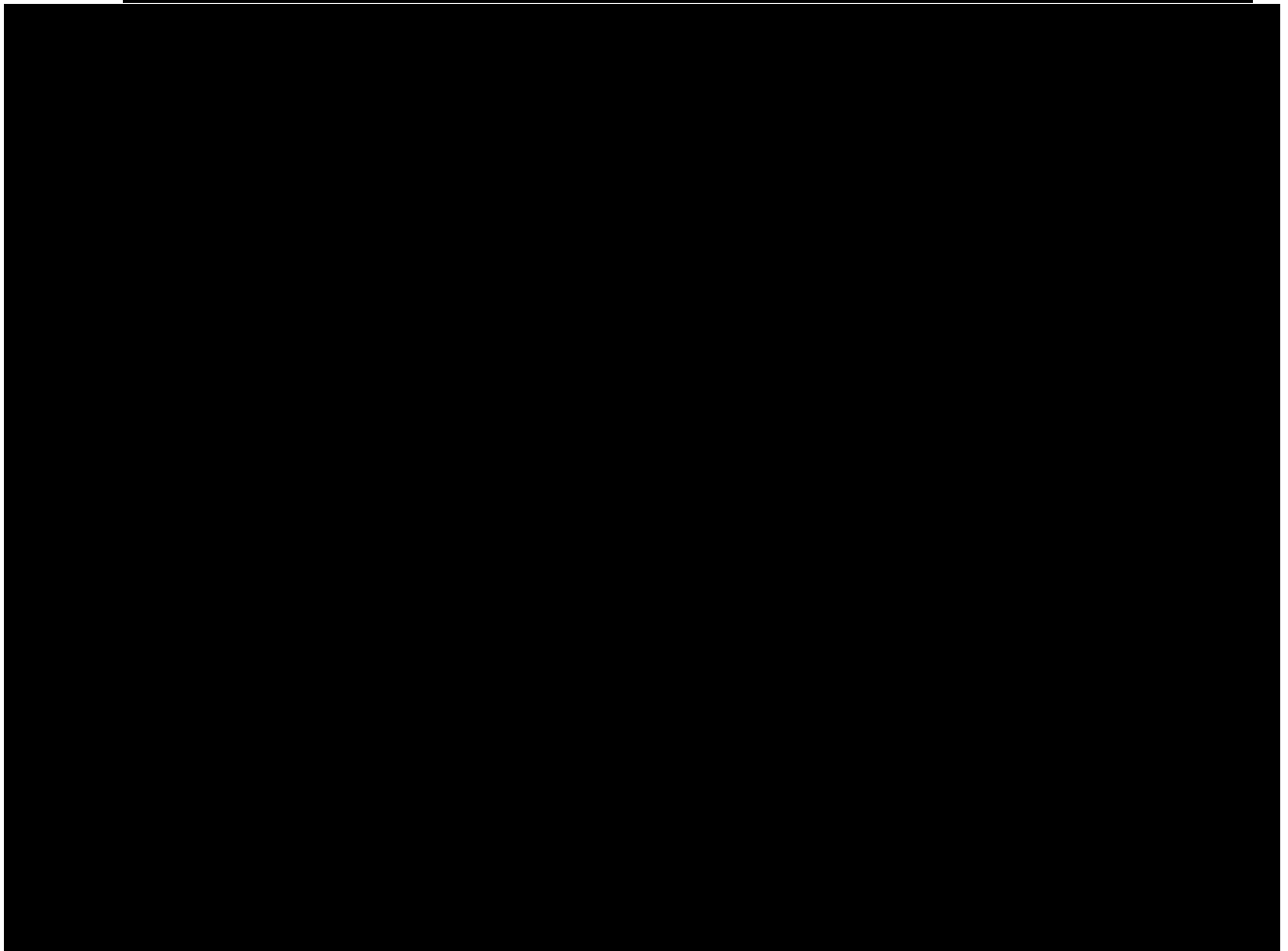
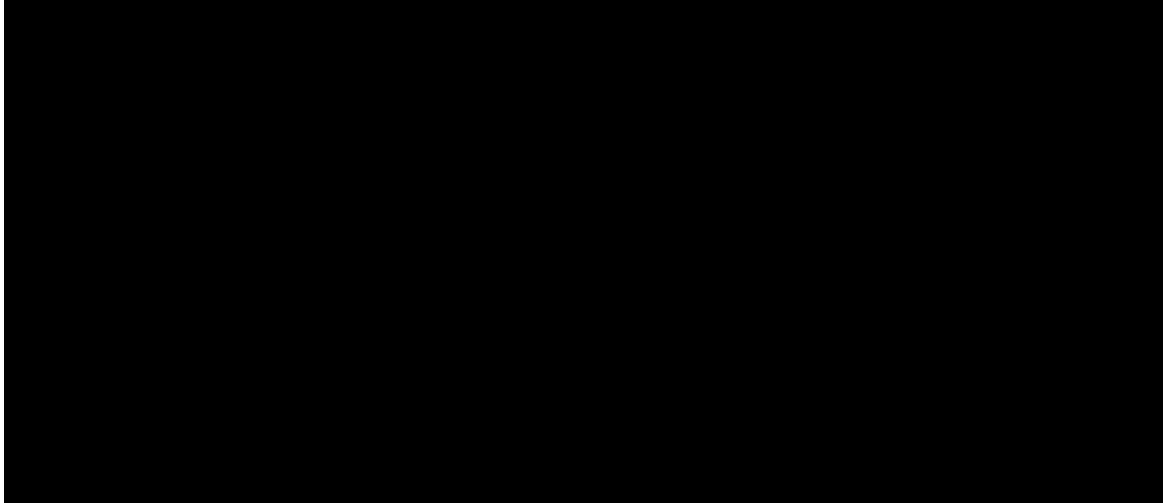
12.4 Delays

13. Risk Management and Quantitative Risk Analysis (QRA)

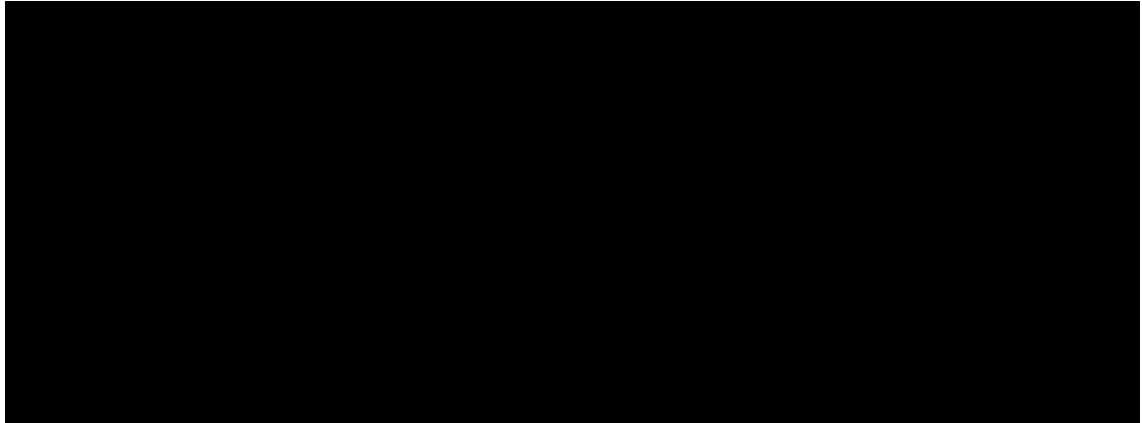
13.1 Risk Management



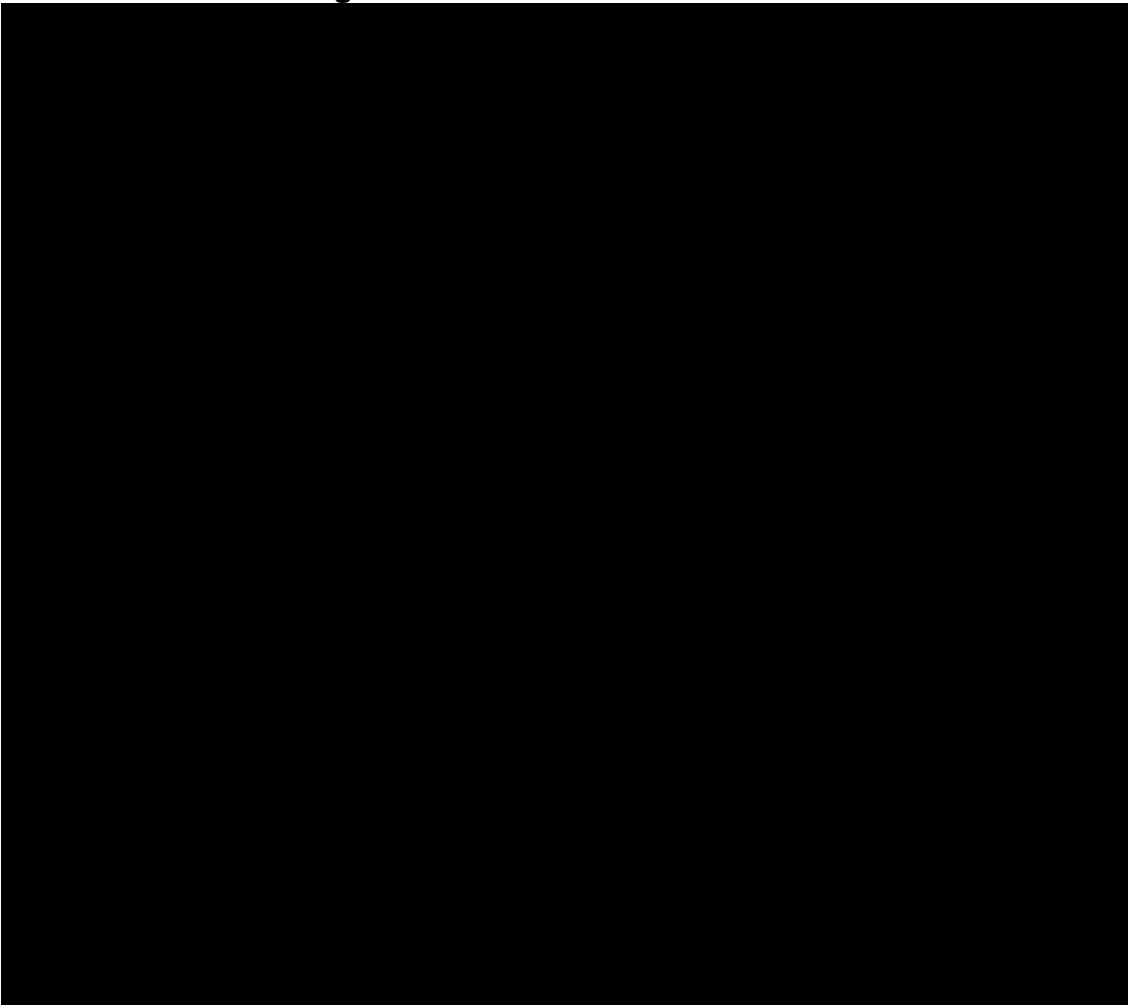
13.3 Quantitative Risk Analysis (QRA)



14. Commercial



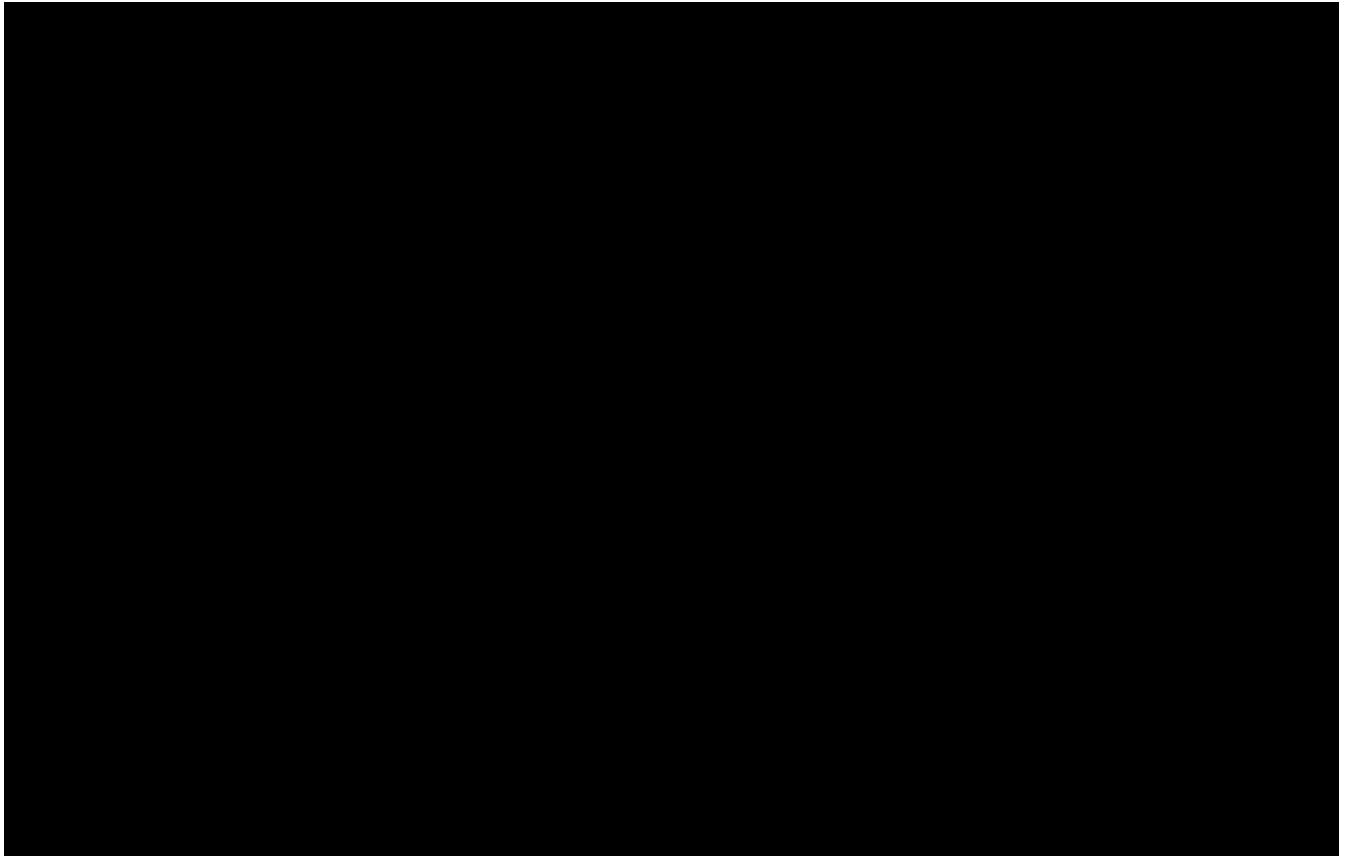
14.1 Subcontractor Management

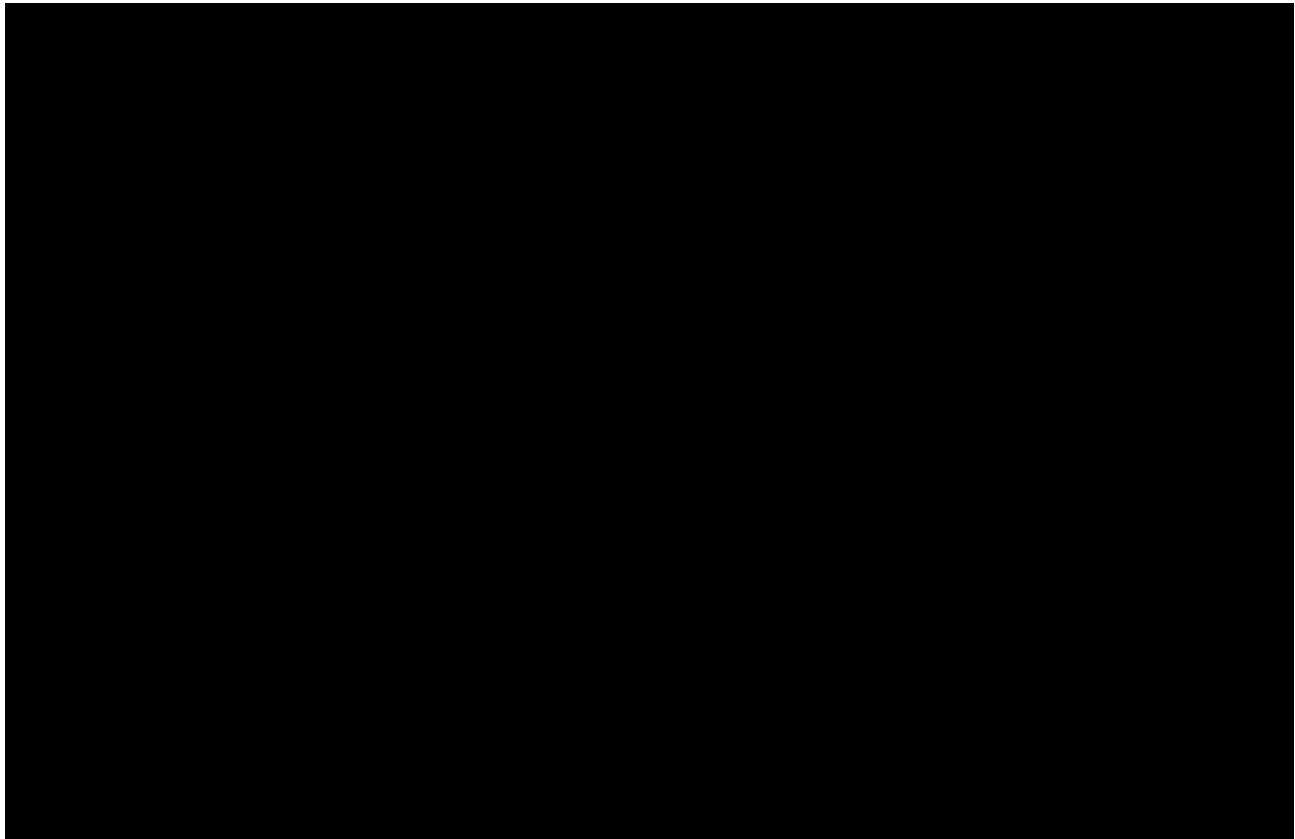


[REDACTED]

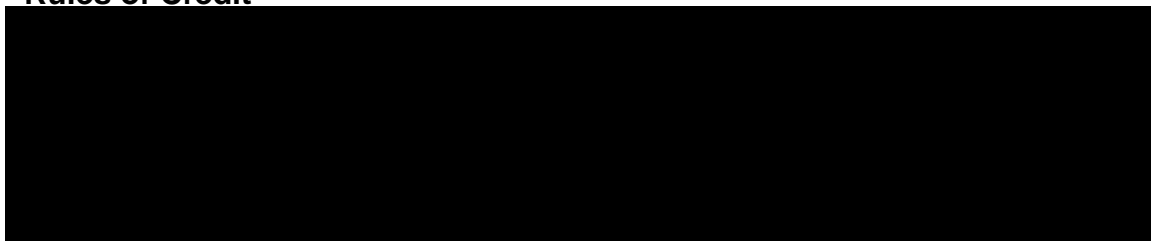
[REDACTED]

A large black rectangular redaction box covers the majority of the page content, starting from the top left and extending towards the bottom right. A small portion of the top left corner of the page is visible above the redaction.





14.3 Rules of Credit



14.4 EPC Contract Changes



14.5 Contract Notices



14.6 Contract Performance Support



15. Other Contracts and Agreements

The status of the following other contracts and agreements has been advised by Wataynikaneyap Power.

15.1 Pikangikum Construction

Wataynikaneyap Power has advised that, as of January 28, 2020, the Pikangikum punch list has been cleared and the Pikangikum construction contract is complete.

15.2 Services Contract

There have been no changes to the services contract with planned activities being provided as needed.

15.3 Management Agreement

There have been no changes to the Management Agreement dated August 27, 2015.

15.4 Contribution Agreement

There have been no changes to the Contribution Agreement dated July 3, 2019.

**APPENDICES A-P HAVE BEEN FILED CONFIDENTIALLY IN
ACCORDANCE WITH THE *PRACTICE DIRECTION ON*
*CONFIDENTIALITY FILINGS***

Appendix Q

Project Photographs



Wataynikaneyap Power LP
Wataynikaneyap Power Transmission Project
H353781

Quarterly Report [June 2022]

April 2022 Photographs

H353781-00000-200-230-0011, Rev. 0,









Photo 4: PQ-006 tower signage



Photo 5: A-frame 3L3 span from Sub A to HONI Sub



Photo 6: Batteries installed at Sub A



Page 7



Photo 8: Crew glanding control cables at Sub J







Photo 11: Breaker testing at Sub J Kingfisher



Wataynikaneyap Power LP
Wataynikaneyap Power Transmission Project
H353781

Quarterly Report [June 2022]

May 2022 Photographs

H353781-00000-200-230-0011, Rev. 0,



Photo 1: Substation A Air traps Sub A



Photo 2: Cranes used when crossing existing lines



Photo 3: Substation A insulative fence



Page 3



Photo 5: Substation A SSVT panel locked and tagged



Photo 6: CJ Stringing – Crew to be picked up by helicopter



Photo 7: Substation I



Photo 8: Substation C and CD and BC lines



Photo 9: Substation J



Wataynikaneyap Power LP
Wataynikaneyap Power Transmission Project
H353781

Quarterly Report [June 2022]

June 2022 Photographs

H353781-00000-200-230-0011, Rev. 0,



Photo 1: PQ-60 – mats laid for monopole erection







Photo 4: RT-0158 backfilling



Photo 5: RT-0118 drilling foundations

Date & Time: Tue, Jun 07, 2022, 12:34:09 CDT
Position: +052.530622° / -093.874808° (±656.2ft)
Altitude: 1203ft (±484.7ft)
Datum: WGS-84
Azimuth/Bearing: 184° S04W 3271mils True (±13°)
Elevation Angle: -08.8°
Horizon Angle: +01.1°
Zoom: 0.5X
RT 181



Photo 6: RT-181 and RT RoW

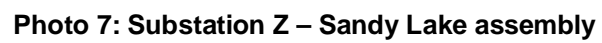




Photo 8: Substation D – North Caribou



Photo 9: Substation U – Deer Lake



Photo 10: Line TU – RoW



Photo 11: Bear on Pickle Lake Highway



Photo 12: BC-355 H-Frame OPGW





Photo 14: Substation Q – new structure



Photo 15: Substation C – Signage installation



Photo 16: Substation D – Signage installation



Photo 17: Substation D – ID affixation



Photo 18: Substation I – Wunnumin Steel structures and insulators



Photo 19: Substation J – 44kV station equipment complete



Photo 20: Substation J – Kingfisher cable entrance to Control Building



Photo 21: Substation K – transformer containment rebar



Photo 22: Substation K – Wawakapewin Aerial

HONI-12:

Reference: Exhibit D-1-1, Page 2-5, Proposed Scorecard

Request:

With respect to the proposed scorecard:

- a) What safety practices, programs or initiatives are going to be put in place to drive positive safety performance?
- b) What reliability practices, programs or initiatives are going to be put in place to drive positive performance?
- c) How is customer satisfaction going to be monitored and evaluated?
- d) How is on-going community satisfaction (i.e., participating communities) going to be monitored or evaluated?
- e) What customer practices, programs or initiatives are going to be put in place to drive positive performance?
- f) Can you provide examples of HSE related metrics you are considering?
- g) Have project performance milestones been considered as a scorecard measure?
- h) How is public policy responsiveness going to be monitored or evaluated?

Response:

- a) WPLP leverages FortisOntario's Health, Safety and Environmental Management System (HSEMS) in support of its safety policies, procedures, practices, programs and initiatives. The HSEMS incorporates the ongoing identification, assessment and mitigation of hazards to both worker and public safety. Specific safety initiatives and programs will be established in consideration of high-risk hazards (as identified through the HSEMS processes), trending of incidents, near-misses and other observations collected through work observations, workplace inspections and safety audits. Annual safety targets will consider past performance and trending, with adjustments that consider an unrelenting commitment to continuous improvement with respect to safety performance (i.e. targets that improve on past performance).

Given the scope and scale of the EPC contract to construct WPLP's transmission system, WPLP's safety programs currently have a significant focus on contractor safety management, and WPLP expects that this will remain a primary focus until completion of construction in

2024. This focus also aligns well with the significant portion of WPLP's O&M activities performed by service providers during the initial ramp-up of operations and maintenance activities. WPLP also recognizes that construction of its transmission system introduces new transmission lines and substations operating at high voltage levels in and around the communities that will be connected. Accordingly, WPLP has incorporated electrical safety awareness topics into its community newsletters.

- b) WPLP has incorporated a focus on reliability from the preliminary scoping and design phase of the transmission project, including through redundancy of most major substation assets and systems, facilitation related to backup power, and procurement of reasonable quantities of spare materials. As assets have been placed in service, WPLP has also secured services from reputable and capable electrical contractors to ensure sufficient resourcing to complete inspection and maintenance activities that will maintain system reliability, as well as sufficient resources to respond to emergencies. As communities are connected to the transmission system, WPLP will track outages and monitor delivery point performance in accordance with OEB requirements. Any trends or concerns identified through delivery point performance monitoring will be flagged and prioritized for resolution, which may include changes to the frequency or scope of inspection and maintenance programs and/or future capital projects.
- c) WPLP will be in a unique position where its only direct customer is HORCI, but the end-use consumers who will benefit from its system will be customers of HORCI and, moreover, many of those end-use consumers are members of the communities comprising WPLP's majority shareholder. In this context, the perception of customer satisfaction, as well as the aspects that affect customer satisfaction, may be significantly different as between HORCI and the end-use customers that are members of the communities. In addition, concerns may differ significantly between communities and vary over time within any specific community. To understand customer perceptions and concerns in this context, WPLP believes that ongoing in-person community engagement sessions are an important part of evaluating customer satisfaction. WPLP may consider incorporating a target in its annual scorecard for the planned number of engagement sessions, with reporting on the number of sessions completed. Timely responses to concerns raised during engagement sessions may also be considered. In addition to scorecard measures related to satisfaction of end-use customers within the communities, WPLP will also work with HORCI to consider scorecard measures related to HORCI's satisfaction with the transmission service provided by WPLP.
- d) In WPLP's view, customer satisfaction from a transmission perspective where the members of the connecting First Nation communities are ultimately the end-use customers, customer satisfaction and community satisfaction are inter-related and satisfaction can only be appropriately assessed through regular engagement and discussion, consistent with each community's expectations and protocols. See response to part (c) above for further details.
- e) As WPLP is currently focused on the construction of its transmission system, it has not yet developed any customer-specific programs that it would deliver as a transmitter. WPLP expects that its ongoing community engagement program will include communication of any

electricity-related programs or initiatives developed by HORCI, IESO, OEB, government agencies, or others (e.g. conservation programs, rate relief programs, funding for energy plans, etc.). WPLP will also relay any feedback obtained on such programs during the course of its community engagement program to the appropriate organizations.

- f) At this time, WPLP expects to report on the Total Recordable Injuries Frequency Rate and Recordable Injuries, as committed to in the EB-2021-0134 proceeding.
- g) Project performance milestones have not been considered as scorecard measures for several reasons. First, WPLP's rationale for proposing to file an initial draft scorecard in 2025 was to propose a scorecard format and metrics that would remain consistent year-over-year, allowing for trending over time. Second, WPLP is already required to file semi-annual reports to the OEB that include project performance milestones. Finally, WPLP intends to file annual revenue requirement applications during the construction period, which contain detailed variance analysis with respect to both project costs and project schedule.
- h) Transmitter and distributor scorecard metrics related to public policy responsiveness have been historically focused on the connection of renewable energy projects, delivery of conservation programs, and other policy initiatives driven by provincial government mandates. As an Indigenous-owned company providing transmission service within the Homelands of the Participating First Nations, WPLP intends to focus its policy responsiveness scorecard metrics on the electricity transmission policy priorities identified by the Participating First Nations. WPLP expects that the existing mandate from Participating First Nations leadership related to capacity building, employment and 100% ownership will be incorporated into WPLP's public policy responsiveness scorecard targets. At the time of transition from construction to operations, WPLP's mandate from the Participating First Nations will be reviewed and any additional policy objectives and scorecard metrics will be identified and considered for inclusion as scorecard metrics.

HONI-13:

Reference: Exhibit C-2-1, Tables 5; and Appendix A, Table A-1
EB-2021-0134, Settlement Proposal, Attachment A, Table 3

Preamble: For 2023 in-service additions, WPLP included a forecast of EPC contract Change Orders as of December 31, 2021 that include both executed/pending Change Orders within the following categories: routing changes, design changes, 2021 forest fire impacts, and additional scope. WPLP has determined that the estimates in the Change Orders exceed application materiality. WPLP noted that the cost for certain change orders are not yet known, such as the cost impact of 2021 forest fires (relating to the MNEF Emergency Area Order 2021-13) and the route change continues to be under negotiation with the EPC contractor.

Request:

- a) Please confirm whether the scope of the EPC Change Orders (i.e., changes to routing, design requirements, 2021 forest fire impacts, and additional scope) has changed relative to those approved in the settlement agreement in EB-2021-0134.
 - i. If not confirmed, please discuss how WPLP has been managing the risk of cost increases to EPC projects that result from the change orders.
- b) For each of the Change Orders identified in Table 5, please show the breakdown of the Change Orders that have been executed and are pending execution (or in the negotiation process) and segregate the Change Order costs attributable to “Remotes Connection Lines” and “Line to Pickle Lake”, as applicable.
- c) Please explain the difference in the Change Order costs of \$11.441M shown in Exhibit C-2-1, Table 5 (page 6) and \$24.690M shown in Table A-1 of Exhibit C-2-1, Appendix A (page 13).

Response:

- a) WPLP confirms the scope of the EPC Change Orders (i.e., changes to routing, design requirements, 2021 forest fire impacts, and additional scope) has changed relative to those approved in the settlement agreement in EB-2021-0134.
- b) All Change Orders in Table 5 - 2023 In-Service Asset Reconciliation relate to Remote Connection Lines as the Line to Pickle Lake was placed in-service in 2022. A table below provides the breakdown of executed and pending change orders provided in Table 5, of Exhibit C-2-1. Please note that a portion of the table below is being filed on a confidential

basis. A request for confidential treatment is being filed concurrently with the filing of interrogatory responses.

Change Orders		Executed (\$000)	Pending (\$000)	Total (\$000)
Transmission Lines				
	Changes to Routing			
	Change to Design Requirements			
	2021 Forest Fire Impacts			
	Additional Scope			
Substations				
	Changes to Routing			
	Change to Design Requirements			
	2021 Forest Fire Impacts			
	Additional Scope			

Please refer to OEB Staff-03(e) for further detail on outstanding routing refinements that are currently under consideration.

- c) The Change Order cost of \$11.441M shown in Exhibit C-2-1, Table 5 (page 6) reflects the value of the Change Orders included in the 2023 in-service additions while the \$24.690M shown in Table A-1 of Exhibit C-2-1, Appendix A (page 13) reflects the forecasted Change Orders for all in-service additions (years 2022 through 2024).