

ONTARIO ENERGY BOARD

IN THE MATTER OF the *Ontario Energy Board Act*, 1998, c. 15, Schedule B, as amended (the “*Act*”);

IN THE MATTER OF an Application by Hydro One Networks Inc. (“HONI”) pursuant to sections 99 of the Act for an Order or Orders granting approval to expropriate certain interests in lands in St. Clair Township and the Municipality of Chatham-Kent. Hydro One stated that the authorization is needed to facilitate the construction and operation of a new 230-kilovolt double-circuit electricity transmission line (Project). The OEB granted Hydro One leave to construct the Project in an earlier proceeding.¹ The anticipated in-service date for the Project is December 2028.

WRITTEN SUBMISSIONS OF:

Peter Glasgow, Graham Glasgow, Brenda Glasgow

THE SISKINDS FIRM GROUP

1. On April 4, 2025, HONI sought under the provisions of section 99 of the *Act* approval from the Ontario Energy Board (“OEB”) for an Order granting approval to expropriate certain interests in lands, including the lands of Peter, Graham and Brenda Glasgow situated in St. Clair Township and the Municipality of Chatham-Kent. HONI has stated that the authorization is needed to facilitate the construction and operation of a new 230-kilovolt double-circuit electricity transmission line (the “Project”). The OEB granted Hydro One leave to construct the Project in an earlier proceeding and the Order issued on December 10, 2024.
2. The anticipated in-service date for the Project is December 2028 in the West of London area between St. Clair Township and the Municipality of Chatham Kent.
3. On April 23, 2025, HONI served its Notice of Hearing.
4. In accordance with Procedural Order No. 1, these are the written submissions of The Siskinds Firm Group (the “**Siskinds Group**”) in support of its position being submitted on behalf of the impacted landowners being Peter, Graham, Brenda Glasgow (collectively referred to as “**Glasgows**”). To the extent that HONI expands or changes its position or evidence in their reply submissions, the Siskinds Group reserves the right to respond as deemed appropriate.

5. The Glasgows own five properties in the area impacted by the Project. These properties are identified as CK48, CK49, CK50, CK51, and CK 53 (collectively referred to as the “Glasgow Properties”).

THE PROJECT

6. HONI is seeking permission to construct a 230 kilovolt double-circuit transmission line from the Lambton Transformer Station, connecting to the Wallaceburg Transformer Station, provided approximately 64 kilometres of transmission line facilities.

7. Permission is also being sought by HONI to convert the Wallaceburg Transformer Station from a 115-kilovolt supply to a 230-kilovolt supply to repurpose the existing 115 kV transmission supply line corridor for the new transmission line.

8. The Glasgows either have facilities situated, or own property, or HONI is seeking access across the Glasgow Properties as part of the Project.

SIZE OF RIGHT-OF-WAY

9. HONI alleges that the minimum land rights necessary to implement the Project is based on a “*multi-faceted collaborative design approach*” taking into consideration industry standards and consultation with directly impacted landowners¹. This is an inaccurate statement. No consultation prior to route selection or design has occurred with the Glasgows with respect to the minimum land rights required, or the need for a 46m easement and its impacts on the Glasgows’ long-term viable farming operations.

10. At is also unclear as to whether the new corridor of 46m directly abuts the existing 39.6m corridor imposing a corridor of 85.6m. This is a significant detail that impacts the Glasgow Properties and the lack of clarification results in significant uncertainty with respect to the actual impacts on the Glasgow Properties. Additionally, if the corridors do not abut and there is a gored area between the two corridors this would result in further and additional impacts on the ability to farm the Glasgow Properties.

11. The 46m easement and the number of towers on the Glasgow Properties have resulted in an inadequate amount of space to maneuver farming equipment along with an insufficient amount of acreage for the proper rotation of crops. This has resulted in the Glasgows no longer being able to grow sugar beets on the impacted farms (being five (5) agricultural properties in total).

12. The 46m easement also significantly restricts the ability to grow and harvest corn on the impacted farms. To achieve a successful corn crop, the application of a fungicide is necessary and occurs when the corn is in full height which requires a custom spraying application. The siting of the towers (7 in total) on the Glasgow Properties prevents the

¹ Exhibit I, Tab 1, Schedule 1, pages 2 and 3 of 4

aerial application of the fungicide. In addition, it is extremely unlikely that ground spray operators will be able to effectively maneuver around the towers.

13. The loss of crops in an area identified as being prime agricultural lands is neither justified nor in the public interest. The Glasgow Properties are being reduced to a soybean and wheat rotation resulting in reduced yields arising directly as a result of a poor crop rotation.

14. There is no consideration or justification with respect to the balance of the loss of speciality (sugar beets) and corn crops as compared to HONI's alleged increase in capital costs resulting from a redesign of the Project to mitigate the impacts on the Glasgow Properties and their agricultural operations.

15. The protection of agricultural lands is a provincial priority that must be appropriately taken into consideration. Ontario's prime agricultural land base is a limited and finite resource. Any loss of agricultural land should be avoided wherever possible.

16. HONI takes the position that any redesign would result in an estimated "*incremental \$1M to \$1.5M increase in capital costs ultimate included in the rates charged to Ontario taxpayers.*²" No increased costs would be incurred by HONI had it engaged in the proper consultation process with the Glasgows to discuss the impacts of the Project on the Glasgows' farming properties.

17. No analysis, data or information is provided to weigh and balance the impact of the loss of the Glasgows farming operations and viable agricultural crop land as compared to the increased construction costs to consider a redesign of the Project to minimize and mitigate the impacts on the agricultural lands and the Glasgow Properties.

18. There is no rationale provided in support of HONI's statement that the narrower right-of-way design including more towers would result in higher injurious affection compensation. The impact from the existing eight (8) towers is significant and eliminates the ability to farm the Glasgow Properties.

19. The injurious affection impacts associated with the Project on the Glasgow Properties are already increased due to the construction of the eight (8) towers. The potential addition of a greater number of towers does not necessarily result in any considerable increase in injurious affection as the ability to farm the Glasgow Properties are lost as a result of the impacts from the installation of the eight (8) towers.

20. There is no basis upon which HONI can justify its position that there is a risk of higher injurious affection because of a narrower right-of-way such commentary is misleading and

² Exhibit I, Tab 1, Schedule 1, page 4 of 4

minimizes the catastrophic effects on the farming operation because of the installation of the eight (8) towers.

21. Further a redesign would not be required had HONI engaged in consultation with the Glasgows with respect to the impacts of the 46m right-of-way on their existing farming operations.

PROPOSED TOWER LOCATIONS

22. Figure 1, Exhibit I, Tab 1, Schedule 1, page 4 of 4 ("**Figure 1**"), does not accurately portray the tower locations on the Glasgow Properties. The locations with the "X" do not represent one tower and may actually be the site of two towers.

23. The final crossing design has never been provided or reviewed with the Glasgows in advance of HONI making a determination on its preferred route. This confirms the lack of consultation by HONI with the Glasgows with respect to the design and impacts on their existing agricultural operations.

24. The drawing provided in Figure 1 is also misrepresenting what currently exists on the Glasgow Properties. Noting that the existing corridor that crosses the property has been deleted from Figure 1.

25. Figure 1 also neglects to identify the interaction between the existing towers and the new towers being constructed on the Glasgow Properties that result in increased impacts and are reasonably expected to result in a higher injurious affection claim by the Glasgows.

NO INDEPENDENT APPRAISAL

26. The land acquisition agreements presented to the Glasgows failed to take into consideration the impacts of the towers and 46m right-of-way (at a minimum if not more) on the existing farming operations. At no time did HONI's independent appraiser meet with or even attempt to contact the Glasgows to discuss an appraisal.

27. The Glasgows were requested by HONI to enter into an agreement based on the appraiser's reports despite HONI acknowledging that some of the appraisal criteria applied was outside their scope of work. At a minimum, any expropriation should be delayed until such time as HONI can conduct a proper appraisal on the Glasgow Properties.

28. The Glasgows provided early access to their properties but to date have not received any compensation from HONI for facilitating such early access, on four of the Glasgow Properties. Compensation was only provided and received for one of the Glasgow Properties.

29. Not only did HONI fail to provide the Glasgows an opportunity to provide input on the specific and identifiable impacts on the Glasgow Properties, the "windshield" or drive-by appraisal was done without the knowledge of the Glasgows.

30. Complete and accurate information has not been provided by HONI throughout this process. HONI at the very core of its process has failed to afford the Glasgows the procedural fairness required in projects of this scale.

31. The Glasgows have not been provided an opportunity to provide input of HONI's Project on their farming operation. Had such input been gathered HONI would know that the location of the towers on the Glasgow Properties results in significant impacts and destroys the existing farming operation.

USE OF HELICAL PILES

32. The potential impacts on drinking water quality and quantity arising from the use of the 20m helical pile foundations have not been considered, or taken into account, by HONI. More importantly, the construction of the towers requiring the 20 m helical piles was only announced following the completion of the environmental assessment process.

33. HONI's Interrogatory Responses dated July 11, 2025 fails to confirm whether the impacts from the helical pile foundations associated with the construction of the towers have been taken into consideration as part of the siting process.

34. While the effects of groundwater quality and quantity have been assessed as part of HONI's environmental assessment process, the requirement for the installation of the towers through the use of the helical pile foundations and the specific impacts of the helical pile foundations on groundwater quantity and quantity have not been taken into consideration or assessed. The use of helical pile foundations appears to have been announced only after the environmental assessment process was completed. There continues to exist a significant risk of harm to drinking water quantity and quality because of this Project and those risks have not been fully considered.

35. HONI has confirmed that the expected helical pile depths of some towers may have a depth exceeding 20m.

36. While HONI completed the representative sample of well records of the environmental assessment it failed to assess the impacts of the helical pile depths on the potable wells and depth of groundwater in the area.

37. Through correspondence with HONI the Glasgows have confirmed that the anticipated helical pile foundation depths are merely an estimate and have yet to be refined as the geotechnical studies in the area have not yet been completed. As a result, there exists a real and significant risk of adverse effects arising because of the construction of the towers that have not been taken into consideration that may result.

38. The term "*precautionary principle*" at its core, calls for preventative, anticipatory measures to be taken when an activity raises threats of harm. The risk of ground and surface

water contamination, impacts on drinking well water sources, need to be taken into consideration when determining appropriate mitigation measures.

39. In [*Spraytech v. Hudson \(Town\)*](#), the Supreme Court of Canada adopted the definition of the precautionary principle as enunciated in para. 7 of the Bergen Ministerial Declaration on Sustainable Development (1990) that states:

In order to achieve sustainable development, policies must be based on the precautionary principle. Environmental measures must anticipate, prevent and attack the causes of environmental degradation. Where there are threats of serious or irreversible damage, lack of full scientific certainty should not be used as a reason for postponing measures to prevent environmental degradation³.

Justice L'Heureux Dube in *Spraytech* commented that:

... our common future, that of every Canadian community, depends on a healthy environment. ... Today, we are more conscious of what type of environment we wish to live in and what quality of life we wish to expose our children [to] ... This Court has recognized that “[e]veryone is aware that individually and collectively we are responsible for preserving the natural environment ... environment protection [has] emerged as a fundamental value in Canadian society.”⁴

40. Justice LaForest, in *R. v. Hydro-Quebec*⁵ stated that “*The protection of the environment is a major challenge of our time. It is an international problem, one that requires action by government at all levels.*”

41. The term “precautionary principle” at its core, calls for preventative, anticipatory measures to be taken when an activity raises threats of harm to the environment, wildlife, or human health even if some cause-and-effect relationship has not been fully established.

42. The overall purpose of the [*Environmental Assessment Act*](#) is “*the betterment of the people of the whole or any part of Ontario by providing for the protection, conservation and wise management in Ontario of the environment.*”

43. HONI has not met its obligations in (i) applying the precautionary principle to its Project; (ii) taking into consideration all of the potential impacts arising from its Project on

³ 114957 Canada *Ltee (Spraytech, Societe d'arrosage) v. Hudson (Town)*, [2001 SCC 40](#) at para. 31, [2001] 2 S.C.R. 241

⁴ 114957 Canada *Ltee (Spraytech, Societe d'arrosage) v. Hudson (Town)*, [2001 SCC 40](#), [2001] 2 S.C.R. 241 at page [248](#)

⁵ [1997] 3 S.C.R. 213 at para. 217. Note also that Justice LaForest's reasons in the *Hydro-Quebec* case also quoted with approval a portion from *Our Common Future*, the report produced in 1987 by the United Nations' World Commission on the Environment and Development. The so-called “Brundtland Commission” recommended that “*Local governments [should be] empowered to exceed, but not lower national norms*” at page 220

the natural environment; and, (iii) failing to assess all aspects of the Project including but not limited to the helical pile depths as part of the environmental assessment process. The failure to take into consideration the impacts of the helical pile depths on groundwater and wells used for a potable water source represents a significant and fundamental flaw in the process.

44. In its response to the interrogatories HONI confirms that the route alternatives included an evaluation criterion for source water protection and water wells and an assessment of environmental effects and mitigation measures. HONI is however unable to reference any section in the environmental assessment that considers the effects of the helical pile depths on the surrounding potable drinking water wells and source water protection areas. This is because these impacts were not considered as part of the environmental assessment as the requirement for the 20 m helical pile depths was only announced after the completion of the Class Environmental Assessment process. Such procedural matters and flaws are appropriately captured within the scope of this proceeding and must be rectified.

STANDARD FORM AGREEMENT

45. The Glasgows have proposed and requested modifications to the standard form of agreement on numerous occasions as a result of the unique impacts to the Glasgow Properties. The Glasgows are significantly harmed because of the construction of seven (7) towers on the Glasgow Properties. The number of towers is significant, and more than any other property situated within the Project area.

46. HONI continues to leverage the voluntary agreement form of compensation as payments to force landowners to enter into a voluntary agreement. This ignores the basic principle that the landowner should be appropriately compensated for any harm to its property or operations because of the Project regardless of its contractual arrangement with HONI.

47. The rights of the landowners impacted by the Project was recognized and enunciated by the Supreme Court of Canada in the case of *Dell Holdings Ltd. v Toronto Area Transit Operating Authority* at paragraph 20 stating:

The expropriation of a property is one of the ultimate exercises of governmental authority. To take all or a part of a person's property constitutes a severe loss and a very significant interference with a citizen's private property rights. It follows that the power of an expropriating authority should be strictly construed in favour of those whose rights have been affected. This principle has been stressed by eminent writers and emphasized in decisions of this Court⁶.

⁶ *Dell Holdings Ltd. v Toronto Area Transit Operating Authority*, [1997] 1 S.C.R. 32 at para 20

DRAINAGE SYSTEM

48. The impacts on the Drainage System as it relates to the Glasgow Properties is unrelated to the issue of compensation generally. There is an existing drainage pumping system being operated at the sole cost and expense of the Glasgows. There is no obligation on the Glasgows to continue to operate, maintain and repair the Drainage System. This Drainage System is necessary to facilitate HONI's construction of the Project in the area.

49. It is unreasonable for HONI to think that it has the *carte blanche* rights to utilize the existing agricultural resources constructed by the agricultural landowners in the area for the benefit of their agricultural operations without providing the appropriate compensation.

50. It is incumbent on the OEB to ensure that the compensation packages, easements, and landowner agreements protect the rights of those landowners, including both those direct and indirect impacts arising because of the Project.

51. HONI's need to rely on the Drainage System is an appropriate consideration as part of the expropriation process.

52. While HONI's land rights acquisition program, and associated compensation, may be consistent with previously approved HONI applications, it is not consistent with what is occurring in the market in circumstances where there are ongoing or continual impacts to the use of lands directly arising as a result of the Project.

COSTS OF PARTICIPATION

53. Siskinds Group respectfully requests that they be awarded 100% of their reasonably incurred costs of participating in this proceeding.

54. Siskinds Group submits that its participation in this proceeding has been responsible, respectful of the proceedings, and justifies the award of costs that they have requested.

All of which is respectfully submitted on this 25th day of July, 2025.


e-signature

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