

October 15, 2013

**RESS & COURIER**

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

Attention: Ms. K. Walli, Board Secretary

Dear Ms. Walli:

**Re: Application by East Durham Wind, Inc. (“East Durham”)**

We are counsel to East Durham. Enclosed please find East Durham’s application and pre-filed evidence under Section 41(9) of the *Electricity Act* to determine the location of East Durham’s distribution facilities within certain road allowances.

Yours truly,



Tyson Dyck

Tel 416.865.8136  
Fax 416.865.7380  
tdyck@torys.com

cc: N. Geneau, NextEra  
A. Pinnock, NextEra  
S. Vokes, Municipality of West Grey  
R. Robinson, Owen Sound Lawyers

**ONTARIO ENERGY BOARD**

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

**AND IN THE MATTER OF** an application by East Durham Wind, Inc. for an Order or Orders pursuant to Section 41(9) of the *Electricity Act, 1998* (as amended) establishing the location of the applicant's distribution facilities within certain road allowances owned by Grey County, all as set out in this application.

**APPLICATION**

**EAST DURHAM WIND, INC.**

October 15, 2013

**EXHIBIT LIST**

<b><u>Exh.</u></b>	<b><u>Tab</u></b>	<b><u>Sch.</u></b>	<b><u>Title</u></b>
<b>A - ADMINISTRATIVE</b>			
A	1	1	Exhibit List
	2	1	Application
	3	1	Summary of the Pre-Filed Evidence
<b>B - PRE-FILED EVIDENCE</b>			
B	1	1	The Applicant
	2	1	Project Description
			<i>Appendix A - Map of Proposed Generation and Distribution Facilities Associated With the Project</i>
			<i>Appendix B - Correspondence from the Ministry of the Environment to East Durham dated May 14, 2013</i>
	3	1	Statutory Rights of Distributors
			<i>Appendix A - OEB Decision and Order in EB-2010-0253</i>
			<i>Appendix B - OEB Decision and Order in EB-2013-0031</i>
	4	1	Proposed Road Use Agreement
			<i>Appendix A – Proposed Agreement</i>
			<i>Appendix B – Maps of Proposed Distribution System Location</i>
	5	1	Chronology of Events
			<i>Appendix A – Minutes from November 24, 2009 County Council Meeting</i>
			<i>Appendix B – Minutes from February 7, 2012 County Council Meeting</i>
			<i>Appendix C – Minutes from July 17, 2012 County Planning and Community Development Committee Meeting</i>
			<i>Appendix D – Minutes from August 7, 2012 County Council Meeting</i>
			<i>Appendix E – County Wind Energy Summary Report dated March 19, 2013</i>

			<i>Appendix F – Minutes from March 5, 2013 Council Meeting</i>
			<i>Appendix G – Minutes from July 2, 2013 Council Meeting</i>
			<i>Appendix H – Letter from County to Premier of Ontario dated July 5, 2013</i>
			<i>Appendix I – Correspondence from East Durham to County dated October 25, 2012</i>
			<i>Appendix J – Correspondence re November 19, 2012 Meeting between East Durham and County</i>
			<i>Appendix K – Minutes from January 16, 2013 Meeting between East Durham and County</i>
			<i>Appendix L – County Municipal Consultation Form</i>
			<i>Appendix M – Minutes from March 15, 2013 Meeting of East Durham and County</i>
			<i>Appendix N – Correspondence from East Durham to County dated April 8, 2013 and April 18, 2013</i>
			<i>Appendix O – Correspondence from East Durham to County dated May 3, 2013</i>
			<i>Appendix P – Correspondence from East Durham to County and County to East Durham dated May 6, 2013</i>
			<i>Appendix Q – Correspondence from County to East Durham dated May 16, 2013</i>
			<i>Appendix R – Correspondence from East Durham to County dated May 23, 2013</i>
			<i>Appendix S – Correspondence from County to East Durham dated May 23, 2013</i>
			<i>Appendix T – Correspondence from East Durham to County dated June 3, 2013</i>
			<i>Appendix U – Correspondence from County to East Durham dated June 20, 2013</i>
			<i>Appendix V – Correspondence between County and East Durham dated June 27, 2013</i>
			<i>Appendix W – Correspondence from County to East Durham dated July 9,</i>

			2013
			<i>Appendix X – Correspondence from East Durham to County dated August 14, 2013</i>
			<i>Appendix Y – Correspondence from County to East Durham dated August 26, 2013</i>
			<i>Appendix Z – Correspondence from East Durham to County dated September 4, 2013</i>
			<i>Appendix AA – Correspondence between East Durham and County dated September 9, 2013</i>
			<i>Appendix BB – Correspondence between East Durham and County dated September 10, 2013</i>
			<i>Appendix CC – Minutes from September 17, 2013 Meeting between East Durham and County</i>
			<i>Appendix DD – Correspondence between East Durham and County dated September 23, 2013</i>
			<i>Appendix EE – Correspondence from East Durham to County dated September 26, 2013</i>
			<i>Appendix FF – Correspondence from East Durham to County dated September 27, 2013</i>
			<i>Appendix GG – Letter from East Durham to County dated September 30, 2013</i>
			<i>Appendix HH – Letter from East Durham to County dated October 1, 2013</i>
			<i>Appendix II – Letter from County counsel to East Durham counsel dated October 3, 2013</i>
			<i>Appendix JJ – Correspondence from County counsel to East Durham counsel dated October 9, 2013</i>
	6	1	Proposed Location of Distribution System within Road Allowances
			<i>Appendix A – List of Chosen Road Allowances</i>
			<i>Appendix B – Utility Placement Policy on Grey County Right-of-Ways</i>
	7	1	Potential Impacts

## ONTARIO ENERGY BOARD

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

**AND IN THE MATTER OF** an application by East Durham Wind, Inc. for an Order or Orders pursuant to Section 41(9) of the *Electricity Act, 1998* (as amended) establishing the location of the applicant's distribution facilities within certain road allowances owned by Grey County, all as set out in this application.

### APPLICATION

1. East Durham Wind, Inc. ("**East Durham**" or the "**Applicant**") is a corporation, headquartered in Toronto, that was formed pursuant to the laws of the Province of New Brunswick, and is a wholly owned subsidiary of NextEra Energy Canada, ULC ("**NextEra**"). East Durham is the entity that is developing and that will own and operate the generation and distribution assets associated with the East Durham Wind Energy Centre (the "**Project**") in the Municipality of West Grey in Grey County (the "**County**"), Ontario.
2. The Applicant hereby applies to the Ontario Energy Board (the "**Board**") pursuant to Section 41(9) of the *Electricity Act, 1998*, as amended (the "**Electricity Act**") for an order or orders establishing the location of the Applicant's distribution facilities within the public streets, highways and rights-of-way more particularly described in Exhibit B, Tab 6, Schedule 1, Appendix A owned by the County (collectively, the "**Road Allowances**"), all as set out in Exhibit B, Tab 6, Schedule 1 (Proposed Location of Distribution System Within Road Allowances).
3. The Project is expected to be approved for up to 16 wind turbines, 14 of which will be built (with 2 approved turbines available as alternates) (collectively, the "**Generation**

**Facilities**”). The Generation Facilities will have a total nameplate capacity of up to 23 MW. To convey the electricity generated by the Generation Facilities to the local distribution system, which is in turn connected to the IESO-controlled grid, the Applicant plans to own and operate certain distribution facilities. These facilities will include approximately 28.3 km of 34.5 kV distribution lines located on private property and municipal and county right-of-ways, which will convey electricity from each of the wind turbines to a transformer substation, from which an overhead 44 kV line will convey the electricity to Hydro One Networks Inc.’s distribution system (collectively, the **“Distribution System”**).

4. As the owner and operator of the Distribution System, East Durham is a “distributor” within the meaning of the Electricity Act and the Board’s decisions in EB-2010-0253 and EB-2013-0031. As a distributor, East Durham has chosen to locate a portion of its Distribution System (approximately 4 km) within the Road Allowances owned by the County pursuant to the statutory right of distributors under subsections 41(1) and 41(5) of the Electricity Act. These subsections, among other things, give distributors the right to construct and install structures, equipment and other distribution facilities over, under or on any public street or highway without the consent of the owner of, or any other person having an interest in, such public street or highway.
5. In accordance with Section 41(9) of the Electricity Act, East Durham, as the distributor, and the County, as the owner of the Road Allowances, are required only to agree on the exact location of the Distribution System within the Road Allowances, which location shall be determined by the Board in the event of a disagreement.
6. Notwithstanding its statutory rights, East Durham has sought, as is commonplace in Ontario, to negotiate an agreement with the County with respect to the location, construction, operation and maintenance of the Distribution System within the Road Allowances (the **“Proposed Agreement”**).

7. However, the County has not responded constructively in respect of the Proposed Agreement. Instead, the County has put forward, and then retracted, various forms of road use agreements that do not speak to the location of the Distribution System within the Road Allowances. Most recently, the County has put forward a draft template agreement that again does not address the location of the Distribution System, but that instead runs contrary to the rights of distributors under the Electricity Act. Under this draft template agreement, the County would retain the authority, in its sole discretion, to approve and modify the location of the Distribution System within the Road Allowances, even though section 41(9) requires the County and East Durham to agree to such location. The result of these events, which are described in further detail in Exhibit B, Tab 5, Schedule 1, is a fundamental inability of the parties to reach an agreement regarding the location of the Distribution System in the Road Allowances.
8. Because East Durham and the County cannot reach an agreement with respect to the location of the Distribution System within the Road Allowances, the Applicant requests that the Board issue an order or orders, pursuant to Section 41(9) of the Electricity Act, establishing the location of the Distribution System within the Road Allowances, all as set out in Exhibit B, Tab 6, Schedule 1.
9. East Durham requests that the Board expedite its hearing of this application in accordance with Sections 2.01 and 7.01 of the Board's *Rules of Practice and Procedure* because (i) the only person directly affected by this application is the County as the sole owner of the Road Allowances, and (ii) East Durham anticipates receiving a REA for the Project by November 14, 2013, and its project schedule requires construction to commence shortly after receipt of its REA.
10. East Durham also requests that the Board, in hearing this application, be guided by its mandate, under Section 1(1)(5) of the *Ontario Energy Board Act, 1998*, to "promote the use and generation of electricity from renewable energy sources in a manner consistent with the policies of the Government of Ontario, including the timely expansion or



reinforcement of transmission systems and distribution systems to accommodate the connection of renewable energy generation facilities”.

11. The Applicant requests that copies of all documents filed with or issued by the Board in connection with this Application be served on the Applicant and the Applicant’s counsel as follows:

- (a) The Applicant:

East Durham Wind, Inc.  
390 Bay Street, Suite 1720  
Toronto, ON M5H 2Y2

Attention: Ms. Nicole Geneau  
Tel: 647-789-5650  
Fax: 416-364-2533  
Email: [nicole.geneau@nee.com](mailto:nicole.geneau@nee.com)

- (b) The Applicant’s Counsel:

Torys LLP  
Suite 3000  
79 Wellington St. W.  
Box 270, TD Centre  
Toronto, ON M5K 1N2

Attention: Mr. Tyson Dyck  
Tel: 416-865-8136  
Fax: 416-865-7380  
Email: [tdyck@torys.com](mailto:tdyck@torys.com)

12. Additional written evidence, as required, may be filed in support of this Application and may be amended from time to time prior to the Board’s final decision.
13. The Applicant requests that the Board proceed by way of written hearing, pursuant to Section 34.01 of the Board’s *Rules of Practice and Procedure*.

Dated at Toronto, Ontario, this 15th day of October, 2013.

**EAST DURHAM WIND, INC.**

By its counsel

Torys LLP



Tyson Dyck

**SUMMARY OF THE PRE-FILED EVIDENCE**

1 **THE APPLICATION AND THE PROJECT**

2 This is an application by East Durham Wind, Inc. (“**East Durham**” or the “**Applicant**”) for an  
3 order or orders pursuant to Section 41(9) of the *Electricity Act, 1998* (as amended) (the  
4 “**Electricity Act**”) establishing the location of the Applicant’s distribution facilities within  
5 certain public rights-of-way, streets and highways owned by Grey County (collectively,  
6 the “**Road Allowances**”), all as set out in Exhibit B, Tab 6, Schedule 1 (Proposed Location of  
7 Distribution System within Road Allowances).

8 East Durham is a corporation, headquartered in Toronto, which was formed pursuant to the laws  
9 of the Province of New Brunswick, and is a wholly owned subsidiary of NextEra Energy  
10 Canada, ULC (“**NextEra**”). East Durham is the entity that is developing and that will own and  
11 operate the generation and distribution assets associated with the East Durham Wind Energy  
12 Centre (the “**Project**”) in the Municipality of West Grey in Grey County (the “**County**”),  
13 Ontario.

14 The Project is expected to be approved for up to 16 wind turbines, 14 of which will be built (with  
15 2 approved turbines available as alternates) (collectively, the “**Generation Facilities**”). The  
16 Generation Facilities will have a total nameplate capacity of up to 23 MW. To convey the  
17 electricity generated by the Generation Facilities to local distribution system, which is in turn  
18 connected to the IESO-controlled grid, the Applicant plans to construct certain distribution  
19 facilities. These facilities will include approximately 28.3 km of 34.5 kV distribution lines  
20 located on private property and municipal and county right-of-ways, which will convey  
21 electricity from each of the wind turbines to a transformer substation, from which an overhead 44  
22 kV line will convey the electricity to Hydro One Networks Inc.’s distribution system  
23 (collectively, the “**Distribution System**”).

1    **PROPOSED USE OF MUNICIPAL ROAD ALLOWANCES**

2    Pursuant to Sections 41(1) and 41(5) of the Electricity Act and the Board’s decisions in EB-  
3    2010-0253 and EB-2013-0031, distributors may construct or install distribution facilities over,  
4    under or on any public streets or highways without the consent of the owner of or any other  
5    person having an interest in such streets or highways. In this case, East Durham has chosen to  
6    locate a portion of the Distribution System (approximately 4 km) within the Road Allowances  
7    that are particularly identified in Exhibit B, Tab 6, Schedule 1, Appendix A. The County has  
8    acknowledged the rights of distributors under section 41 of the Electricity Act in its draft form of  
9    Agreement for Electricity Distributors and Transmitters to Locate Structures, Equipment or  
10   Facilities on Grey County Highways (see Exhibit B, Tab 5, Schedule 1, Appendix JJ).  
11   Moreover, as set out in Exhibit B, Tab 2, Schedule 1 and Exhibit B, Tab 7, Schedule 1, a balance  
12   of environmental, social, technical and economic considerations has resulted in East Durham’s  
13   decision to locate the Distribution System within the Road Allowances.

14   **PROPOSED ROAD USE AGREEMENT**

15   The only outstanding issue with respect to East Durham’s use of the Road Allowances is the  
16   exact location of the Distribution System within the Road Allowances. In this regard, East  
17   Durham undertook to negotiate a road use agreement with the County (the “**Proposed**  
18   **Agreement**”, see Exhibit B, Tab 4, Schedule 1, Appendix A), even though East Durham is not  
19   aware of any statutory obligation to enter into such an agreement.

20   However, the County has not responded constructively in respect of the Proposed Agreement.  
21   Instead, the County has put forward, and then retracted, various forms of road use agreements  
22   that do not speak to the location of the Distribution System within the Road Allowances. Most  
23   recently, the County has put forward a draft template agreement that again does not address the  
24   location of the Distribution System, but that instead runs contrary to the rights of distributors  
25   under the Electricity Act. Under this draft template agreement, the County would retain the  
26   authority, in its sole discretion, to approve and modify the location of the Distribution System  
27   within the Road Allowances, even though section 41(9) requires the County and East Durham to

1 agree to such location. The result of these events, which are described in further detail in Exhibit  
2 B, Tab 5, Schedule 1, is a fundamental inability of the parties to reach an agreement regarding  
3 the location of the Distribution System in the Road Allowances.

#### 4 **POTENTIAL IMPACTS**

5 East Durham has attempted to ensure that the County would not be prejudiced by the location of  
6 the Distribution System within the Road Allowances (see Exhibit B, Tab 7, Schedule 1). Under  
7 the Proposed Agreement, East Durham would have provided certain benefits and protections to  
8 the County in respect of the construction, installation, operation, maintenance and  
9 decommissioning of the Distribution System (see Exhibit B, Tab 4, Schedule 1, Appendix A).  
10 For example, East Durham would have undertaken the work at its own expense in accordance  
11 with good engineering practices, and used reasonable efforts to avoid unnecessary adverse  
12 impacts on the public use of the Road Allowances. East Durham would have also repaired the  
13 surface of any Road Allowances that was broken in the course of the work. Moreover, East  
14 Durham has conducted a detailed siting process and developed comprehensive mitigation  
15 measures for the Project's environmental impacts.

16 In contrast, the County's failure to enter into the Proposed Agreement could prejudice East  
17 Durham. For example, such failure is a potential source of delay in the development of the  
18 Project that can result in increased equipment storage, lost revenue, liquidated damages and other  
19 payments under the Project's feed-in tariff contract, and other costs.

#### 20 **ORDER SOUGHT**

21 East Durham therefore applies to the Board pursuant to Section 41(9) of the Electricity Act for  
22 an order or orders establishing the location of the Distribution System within the Road  
23 Allowances, all substantially in accordance with East Durham's plans as set out in Exhibit B,  
24 Tab 6, Schedule 1 (Proposed Location of Distribution System Within Road Allowances).

25 Because of the limited scope of Section 41(9), and because the Applicant and the County have  
26 been unable to agree on the exact location of the Distribution System within the Road

1 Allowances (see Exhibit B, Tab 5, Schedule 1), the only issue before the Board is determining  
2 that location. The Board has acknowledged the limited scope of, and its limited jurisdiction in,  
3 proceedings under Section 41(9) of the Electricity Act for facilities that are similar in nature to  
4 the Distribution System. Specifically, in its Decision and Order in the Section 41 application by  
5 Plateau Wind Inc. (EB-2010-0253), the Board states as follows:

6 [Section 41 of the Electricity Act] limits the Board's role in this proceeding to a  
7 determination of the location of Plateau's proposed Distribution Facilities within  
8 the Road Allowances. Given the legislative restriction on the Board's  
9 jurisdiction, it is not the Board's role in this proceeding to approve or deny the  
10 Project or the Distribution Facilities, to consider the merits, prudence or any  
11 environmental, health or economic impacts associated with it or to consider  
12 alternatives to the project such as routes for the Distribution Facilities that are  
13 outside of the prescribed Road Allowances. Also, it is not within the Board's  
14 jurisdiction in this proceeding to consider any aspect of Plateau's proposed wind  
15 generation facilities.<sup>1</sup>

16 Accordingly, the present application only concerns the question of where East Durham's  
17 Distribution System will be located within the Road Allowances. Consideration of the  
18 application does not include a consideration of which Road Allowances East Durham has chosen  
19 to use.

20 East Durham further requests that the Board establish a written hearing of this application, and  
21 that the Board expedite such hearing in accordance with Sections 2.01 and 7.01 of the Board's  
22 *Rules of Practice and Procedure*, particularly because (i) the only person affected by this  
23 application is the County, as the sole owner and controller of the Road Allowances, and (ii) East  
24 Durham anticipates receiving a REA for the Project by November 14, 2013, and its project  
25 schedule requires construction to commence shortly after receipt of its REA.

26 East Durham also requests that the Board, in hearing this application, be guided by its mandate,  
27 under Section 1(1)(5) of the *Ontario Energy Board Act, 1998*, to "promote the use and  
28 generation of electricity from renewable energy sources in a manner consistent with the policies  
29 of the Government of Ontario, including the timely expansion or reinforcement of transmission

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<sup>1</sup> Ontario Energy Board, Decision and Order, Section 41 Application by Plateau Wind Inc. (EB-2010-0253), para. 9.

- 1 systems and distribution systems to accommodate the connection of renewable energy generation
- 2 facilities”.

**THE APPLICANT**

1 East Durham Wind, Inc. (the “**East Durham**”) is a corporation, headquartered in Toronto, which  
2 was formed pursuant to the laws of New Brunswick for the purposes of developing, constructing  
3 and operating the East Durham Wind Energy Centre. East Durham is a wholly owned subsidiary  
4 of NextEra Energy Canada, ULC (“**NextEra**”). NextEra constructs, manages and operates wind  
5 generation facilities with over 10,000 MW of wind energy generation in North America  
6 (installed capacity).



## **PROJECT DESCRIPTION**

1 The East Durham Wind Energy Centre (the “**Project**”) will be located within the Municipality of  
2 West Grey, which is situated in Grey County (the “**County**”) in south-central Ontario.

### 3 1. **FIT Contract**

4 The Project is being developed pursuant to a Feed-in Tariff (“**FIT**”) contract awarded to the  
5 Applicant on July 13, 2011 by the Ontario Power Authority under the Ontario FIT Program. The  
6 Project will therefore further the Government of Ontario’s policy objectives of increasing the  
7 amount of renewable energy generation that forms part of Ontario’s energy supply mix, while  
8 promoting a green economy. To help facilitate these objectives, the distribution facilities that are  
9 associated with the Project will deliver electricity from the Project turbines to the local  
10 distribution system, which is in turn connected to the IESO-controlled grid.

### 11 2. **The Generation Facilities and Distribution System**

12 As shown in Appendix A of this Exhibit B, Tab 2, Schedule 1, the site of the Project’s generation  
13 facilities (the “**Generation Facilities**”) is situated in the Municipality of West Grey, east of the  
14 Community of Durham and west of the village of Priceville. The Generation Facilities will  
15 consist of up to 14 wind turbines (plus two approved alternate wind turbine sites) and will have a  
16 total nameplate capacity of up to 23 MW. Each turbine will consist of a supporting tower,  
17 concrete tower foundation, rotor blades and a gearbox/electrical generator housing.

18 The distribution system associated with the Project (the “**Distribution System**”) will convey  
19 electricity from the Generation Facilities to the Hydro One Networks Inc. (“**HONI**”) local  
20 distribution system, as follows. At the base of each turbine will be a small step-up transformer  
21 that will transform the electricity to 34.5 kV, making it suitable for transmitting along the  
22 collector system. The collector system will include approximately 28.3 km of underground  
23 34.5 kV feeder circuits that connect and convey electricity from each of the turbines to a  
24 transformer substation, from which an overhead 44 kV line will run to the HONI local  
25 distribution system. Except for the 44 kV overhead line, the distribution lines will primarily be

1 buried to a depth of approximately 0.5 to 2 meters by means of trenching or, where being  
2 installed underneath watercourses, wetland features or roads, by means of directional drilling.

3 The Applicant has secured rights in certain privately owned lots on which the turbines, turbine  
4 access roads and segments of the Distribution System will be situated. Approximately 4 km of  
5 the Distribution System will also be located in certain public rights-of-way, streets and highways  
6 that are owned by the County, as more particularly described in Exhibit B, Tab 6, Schedule 1  
7 (the “**Road Allowances**”). Maps illustrating the proposed location of the Distribution System  
8 are provided in Appendix A of this Exhibit B, Tab 2, Schedule 1 and in Appendix B of Exhibit  
9 B, Tab 4, Schedule 1.

### 10 3. **Renewable Energy Approval**

11 The Applicant filed an application for a renewable energy approval (“**REA**”) for the Project in  
12 accordance with Ontario Regulation 359/09 under the *Environmental Protection Act*. The REA  
13 application included a number of reports which considered the potential impacts of, and  
14 constraints applicable to, the Distribution System within the Road Allowances and the Project  
15 area, including the following:

- 16 • the Natural Heritage Assessment Reports (which assessed potential natural heritage  
17 features in the Project area and developed mitigation measures for any potential impacts  
18 on any such features identified as significant);
- 19 • the Consultation Report (which included consultation on environmental, social, technical  
20 and economic aspects of the Project with regulatory agencies, the local community and  
21 the Municipality);
- 22 • the Water Assessment and Waterbody Reports (which assessed water bodies in the  
23 Project area and developed mitigation measures for any potential impacts on any such  
24 features identified as significant); and
- 25 • the Archeological Assessment Reports, specifically the Stage 2 Archeological  
26 Assessment Report and the Stage 2 Archeological Assessment Additional Report (which  
27 surveyed for archaeological sites in the Project area and developed mitigation measures  
28 for any potential impacts on any such sites).<sup>1</sup>

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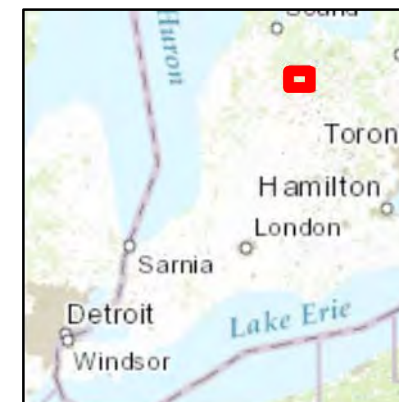
<sup>1</sup> The abovementioned reports, and additional reports submitted as part of the Project’s REA application, are publicly available at <http://www.nexteraenergycanada.com/projects/durham.shtml>.

1 The REA reports listed above, among others, identified significant environmental, social and  
2 other features in the Project area in the vicinity of the Distribution Facilities, determined  
3 appropriate setbacks from those features, and proposed additional mitigation measures where  
4 appropriate. The proposed location of the Distribution Facilities was determined through an  
5 iterative approach and based on the extensive environmental assessment and community  
6 consultation process conducted in accordance with Ontario Regulation 359/09. As a result, the  
7 proposed location of the Distribution Facilities within the Road Allowances that is set out in  
8 Exhibit B, Tab 6, Schedule 1 reflects the best balance of environmental, social, technical and  
9 economic considerations.

10 East Durham's REA application was deemed complete by the Ministry of the Environment (the  
11 "MOE") on May 14, 2013, as evidenced by correspondence from the MOE included in  
12 Appendix B of this Exhibit B, Tab 2, Schedule 1. Based on the MOE's six month REA approval  
13 process service standard (which is set out in the MOE's Technical Guide to Renewable Energy  
14 Approvals), East Durham anticipates receiving a REA for the Project by November 14, 2013.

**APPENDIX 'A'**

**MAP OF PROPOSED GENERATION AND DISTRIBUTION FACILITIES  
ASSOCIATED WITH THE PROJECT**



# East Durham Project Overview Map

Ontario, Canada

### Legend

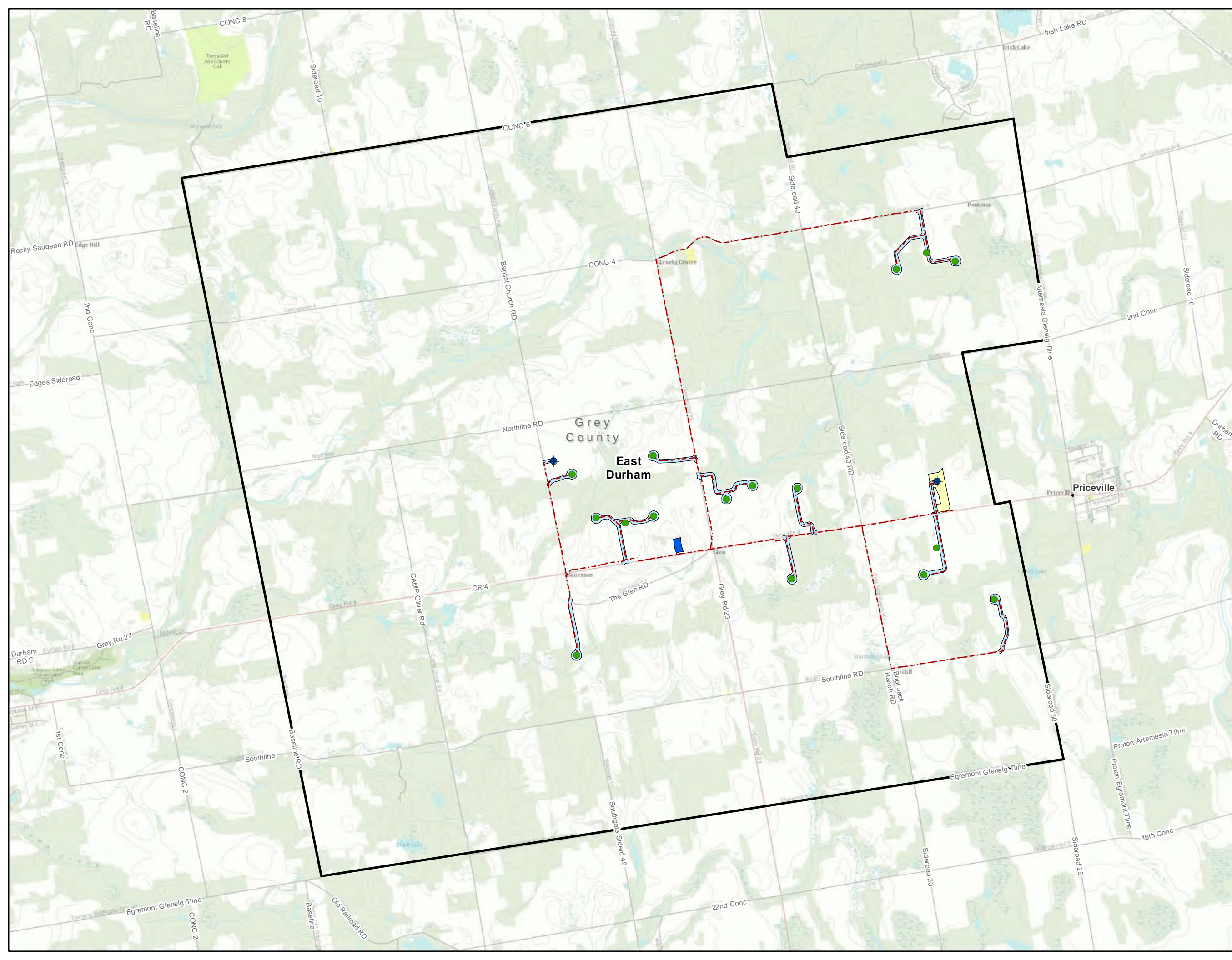
- Cities
- Proposed Turbines
- ◆ Planned MET Towers
- - - Collection Lines
- Service Roads
- Substation
- Temporary Laydown
- ▭ Project Boundary
- ▭ County Boudaries



Date: 3/25/2013  
 PROPRIETARY AND CONFIDENTIAL

Projection: NAD\_1983\_UTM\_Zone\_17N  
 Datum: NAD 83

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**APPENDIX 'B'**

**CORRESPONDENCE FROM THE MINISTRY OF THE ENVIRONMENT TO EAST  
DURHAM DATED MAY 14, 2013**

**From:** Colella, Nick (ENE) [mailto: [REDACTED]]  
**Sent:** Tuesday, May 14, 2013 4:13 PM  
**To:** Bird, Thomas  
**Cc:** Pat Becker ([REDACTED])  
**Subject:** NextEra - East Durham Wind Energy Centre - deemed complete

Afternoon,

The East Durham Wind Energy Centre has been deemed complete and is now posted on the Environmental Registry for a 45-day period (link is below).

<http://www.ebr.gov.on.ca/ERS-WEB-External/displaynoticecontent.do?noticeId=MTE5NjIx&statusId=MTc4OTAx&language=en>

Under Section 15.1 of O. Reg. 359/09, proponents are requested, within 10 days of the posting of the proposal notice on the Registry, to ensure that final copies of all submitted REA documents are posted on their website.

Under Section 15.2 of O. Reg. 359/09, proponents are requested, within 10 days of the posting of the proposal notice on the Registry, to publish a notice in a newspaper with general circulation in each local municipality in which the project location is situated. Details on what is to be included in the notice are provided in Section 15.2 of the Regulation.

I will likely be sending the official 'completeness letter' to you later this week.

If you have any questions, please do not hesitate to contact me.

Regards,  
Nick

***Nick Colella***  
Project Evaluator  
Environmental Approvals Branch  
Ministry of the Environment  
2 St. Clair Ave. W., Floor 12A  
Toronto, ON., M4V 1L5  
T: [REDACTED] F: [REDACTED] | [REDACTED]

## **STATUTORY RIGHTS OF DISTRIBUTORS**

### 1    1.    **East Durham is a “Distributor”**

2    Under the *Electricity Act, 1998* (the “**Electricity Act**”), a “distribution system” means a system  
3    for conveying electricity at voltages of 50 kV or less, and includes any structures, equipment or  
4    other things used for that purpose. The same definition is used under the *Ontario Energy Board*  
5    *Act, 1998* (the “**OEB Act**”). As described in Exhibit B, Tab 2, Schedule 1, the Applicant’s  
6    Distribution System will consist of underground 34.5 kV feeder circuits that connect and convey  
7    electricity from each of the turbines to a transformer substation (constructed and owned by the  
8    Applicant) and ultimately via an overhead 44 kV line to Hydro One Networks Inc.’s distribution  
9    system, which in turn connects to the IESO-controlled grid. As such, the Distribution System is  
10   a “distribution system” for purposes of the Electricity Act and the OEB Act, including the  
11   regulations thereunder.

12   Under this same legislation, a “distributor” is defined simply as a person who owns or operates a  
13   “distribution system”. Accordingly, in respect of the Distribution System the Applicant is a  
14   “distributor”. Pursuant to Section 4.0.1(1)(d) of O. Reg. 161/99 under the OEB Act, a distributor  
15   will not be required to obtain or hold a distribution license under Section 57(a) of the OEB Act  
16   where, as will be the case with East Durham, the distributor distributes electricity for a price no  
17   greater than that required to recover all reasonable costs with respect to a distribution system that  
18   they own or operate, if the distributor is a generator and distributes electricity solely for the  
19   purpose of conveying it into the IESO-controlled grid. While the Applicant will not require a  
20   license from the Board in respect of the Distribution System, this will not affect the Applicant’s  
21   status as a “distributor” for purposes of the Electricity Act or OEB Act or the regulations  
22   thereunder.

23   The above analysis is consistent with the Board’s findings in EB-2010-0253 and EB-2013-0031,  
24   in which the Board considered applications under section 41 of the Electricity Act by Plateau  
25   Wind Inc. and Wainfleet Wind Energy Inc., respectively, in circumstances similar to the present



1 application.<sup>1</sup> Copies of the Board’s decisions in EB-2010-0253 and EB-2013-0031 are provided  
2 in Appendices A and B, respectively, of this Exhibit B, Tab 3, Schedule 1.

3 **2. Rights of Distributors Under Section 41**

4 Pursuant to subsections 41(1) and 41(5) of the Electricity Act, a distributor may construct or  
5 install such structures, equipment and other facilities as it considers necessary for the purpose of  
6 its distribution system, including poles and lines, within any public street or highway without the  
7 consent of the owner of or any other person having an interest in such street or highway — in  
8 this case, the Road Allowances of Grey County (the “**County**”).<sup>2</sup> In the event that a distributor  
9 and the owner of the chosen public streets or highways cannot agree to the exact location of the  
10 distribution facilities within such public streets or highways, section 41(9) of the Electricity Act  
11 provides that the Board shall determine such location.<sup>3</sup>

12 Under section 41 of the Electricity Act, the Applicant therefore has the right to locate the  
13 Distribution System within the Road Allowances and the right to bring this application. These  
14 rights arise because the Applicant, as the owner and operator of the Distribution System, is a  
15 “distributor” within the meaning given to such term in the Electricity Act. The County has  
16 acknowledged the rights of distributors under section 41 of the Electricity Act in its draft form of  
17 Agreement for Electricity Distributors and Transmitters to Locate Structures, Equipment or  
18 Facilities on Grey County Highways (see Exhibit B, Tab 5, Schedule 1, Appendix JJ).

19 Also notable is that subsections 41(2) and (3) of the Electricity Act grant related rights to the  
20 distributor to inspect, maintain, repair, alter, remove or replace any structure, equipment or

---

<sup>1</sup> For example, Wainfleet Wind Energy Inc. (“Wainfleet”), like East Durham, had submitted an application for a renewable energy approval (“REA”) to the Ministry of the Environment, and its application had been deemed complete. The Board granted Wainfleet’s Section 41 application prior to Wainfleet having received its REA.

<sup>2</sup> Section 41(1) states, “A transmitter or distributor may, over, under or on any public street or highway, construct or install such structures, equipment and other facilities as it considers necessary for the purpose of its transmission or distribution system, including poles and lines.” Section 41(5) states, “The exercise of powers under subsections [41] (1), (2) and (3) does not require the consent of the owner of or any other person having an interest in the street or highway.”

<sup>3</sup> Section 41(9) states, “The location of any structures, equipment or facilities constructed or installed under subsection (1) shall be agreed on by the transmitter or distributor and the owner of the street or highway, and in case of disagreement shall be determined by the Board.”

1 facilities constructed or installed under subsection 41(1), as well as to enter the street or highway  
2 at any reasonable time to exercise the powers referred to in subsections 41(1) and (2).<sup>4</sup> In this  
3 regard, East Durham has the right, pursuant to section 41(3) of the Electricity Act, to enter into,  
4 and travel and carry equipment along the public streets, highways and right-of-ways of the  
5 County as East Durham deems necessary to construct, install, operate, maintain and  
6 decommission the Distribution System within the Road Allowances.

7 Because of the limited scope of section 41(9), and because the Applicant and the County have  
8 been unable to agree on the exact location of the Distribution System within the Road  
9 Allowances (see Exhibit B, Tab 5, Schedule 1), the only issue before the Board is determining  
10 that location. The Board has acknowledged the limited scope of, and its limited jurisdiction in,  
11 proceedings under section 41(9) of the Electricity Act for facilities that are similar in nature to  
12 the Distribution System. Specifically, in its Decision and Order in the section 41 application by  
13 Plateau Wind Inc. (EB-2010-0253), the Board states as follows:

14 [Section 41 of the Electricity Act] limits the Board's role in this proceeding to a  
15 determination of the location of Plateau's proposed Distribution Facilities within  
16 the Road Allowances. Given the legislative restriction on the Board's  
17 jurisdiction, it is not the Board's role in this proceeding to approve or deny the  
18 Project or the Distribution Facilities, to consider the merits, prudence or any  
19 environmental, health or economic impacts associated with it or to consider  
20 alternatives to the project such as routes for the Distribution Facilities that are  
21 outside of the prescribed Road Allowances. Also, it is not within the Board's  
22 jurisdiction in this proceeding to consider any aspect of Plateau's proposed wind  
23 generation facilities.<sup>5</sup>

24 Accordingly, the present application only concerns the question of where East Durham's  
25 Distribution System will be located within the Road Allowances.

---

<sup>4</sup> Section 41(2) states, "The transmitter or distributor may inspect, maintain, repair, alter, remove or replace any structure, equipment or facilities constructed or installed under subsection (1) or a predecessor of subsection (1)." Section 41(3) states, "The transmitter or distributor may enter the street or highway at any reasonable time to exercise the powers referred to in subsections (1) and (2)."

<sup>5</sup> Ontario Energy Board, Decision and Order, Section 41 Application by Plateau Wind Inc. (EB-2010-0253), para. 9.

**APPENDIX 'A'**

**DECISION AND ORDER (EB-2010-0253)**



**EB-2010-0253**

**IN THE MATTER OF** the *Electricity Act, 1998* as amended  
(the “*Electricity Act*”);

**AND IN THE MATTER OF** an application by Plateau Wind  
Inc. for an order or orders pursuant to section 41(9) of the  
*Electricity Act* establishing the location of Plateau Wind  
Inc.’s distribution facilities within certain road allowances  
owned by the Municipality of Grey Highlands.

**BEFORE:** Paul Sommerville  
Presiding Member

Paula Conboy  
Member

## **DECISION AND ORDER**

### **INTRODUCTION**

- [1] Plateau Wind Inc. (“Plateau” or the “Applicant”) filed an application dated July 30, 2010 (the “Application”) with the Ontario Energy Board (the “Board”) under subsection 41(9) of the *Electricity Act, 1998*, S.O. 1998, c. 15, Schedule A, as amended (the “*Electricity Act*”) for an order or orders of the Board establishing the location of Plateau’s proposed distribution facilities within road allowances owned by the Municipality of Grey Highlands (“Grey Highlands”). The Board assigned File No. EB-2010-0253 to the application.
- [2] Plateau is in the business of developing wind energy generation projects and the associated distribution facilities in Ontario. Plateau is the corporate entity created to hold and operate the generation and distribution assets of the Plateau Wind Energy Project in Grey County and Dufferin County, Ontario.

- [3] Plateau plans to develop the Plateau Wind Energy Project (the “Project”) which will involve eighteen GE 1.5 megawatt (“MW”) wind turbine generators, together having a nominal nameplate capacity of 27 MW. Twelve of the wind turbine generators are relevant to this Application, eleven of which will be located in Grey Highlands and one of which will be located in Melancthon Township (collectively referred to as the “Turbines”). In total, the Turbines will have a nominal nameplate capacity of 18 MW. Plateau has entered into a feed-in tariff contract with the Ontario Power Authority for the Project.
- [4] As part of the Project, Plateau plans to construct 44 kilovolt (“kV”) overhead and underground electrical distribution facilities to transport the electricity generated from the Turbines to the existing local distribution system of Hydro One Networks Inc. (“HONI”) and ultimately to the IESO-controlled grid. Plateau would like to locate certain portions of the electrical distribution facilities (the “Distribution Facilities”) within road allowances owned by Grey Highlands (the “Road Allowances”).
- [5] Because Plateau and Grey Highlands have not been able to reach an agreement with respect to the location of the Distribution Facilities, Plateau requested that the Board issue an order or orders, pursuant to section 41(9) of the *Electricity Act*, determining the location of Plateau’s Distribution Facilities within the Road Allowances.
- [6] In support of the Application, Plateau filed a brief of documents which included descriptions of Plateau’s proposed Distribution Facilities, list of municipal road allowances proposed for location of the Distribution Facilities, maps showing the road allowances, a copy of the proposed road use agreement and other relevant project documents (collectively the “pre-filed evidence”).

## THE PROCEEDING

- [7] The Board has proceeded with this application by way of a written hearing. The procedural steps followed are outlined below:

- |  |                   |
|--|-------------------|
| - Application filed                                      | July 30, 2010     |
| - Notice of Application Issued                           | August 19, 2010   |
| - The Board issued its Procedural Order No. 1            | October 29, 2010  |
| - Plateau filed its submission                           | November 8, 2010  |
| - Grey Highlands and Board staff filed their submissions | November 29, 2010 |
| - Plateau filed its reply submission                     | December 6, 2010  |

Grey Highlands was granted intervenor status and ten parties were granted observer status in this proceeding.

## THE LEGISLATION

[8] The Board's authority in this proceeding is derived from section 41 of the *Electricity Act* which states as follows:

### **Subsection 41. (1)**

A transmitter or distributor may, over, under or on any public street or highway, construct or install such structures, equipment and other facilities as it considers necessary for the purpose of its transmission or distribution system, including poles and lines. 1998, c. 15, Sched. A, s. 41 (1).

### **Subsection 41. (9)**

The location of any structures, equipment or facilities constructed or installed under subsection (1) shall be agreed on by the transmitter or distributor and the owner of the street or highway, and in case of disagreement shall be determined by the Board. 1998, c. 15, Sched. A, s. 41 (9).

## SCOPE OF PROCEEDING

[9] The above-noted legislation limits the Board's role in this proceeding to a determination of the location of Plateau's proposed Distribution Facilities within the Road Allowances. Given the legislative restriction on the Board's jurisdiction, it is not the Board's role in this proceeding to approve or deny the Project or the Distribution Facilities, to consider the merits, prudence or any environmental, health or economic impacts associated with it or to consider alternatives to the project such as routes for the Distribution Facilities that are outside of the prescribed Road Allowances. Also, it is not within the Board's jurisdiction in this proceeding to consider any aspect of Plateau's proposed wind generation facilities.

## EVIDENCE AND SUBMISSIONS

### **Plateau's Evidence and Submissions**

Some key elements of Plateau's evidence and submissions are outlined below:

- [10] During 2008-2009, Plateau carried out an Environmental Assessment for the Project. The final Environmental Assessment report and a Notice of Completion were made publicly available for review and comment from June 12, 2009 to July 11, 2009. On April 14, 2010, Plateau publicly filed its Statement of Completion of the Environmental Assessment after the Ministry of the Environment rejected all requests to elevate the Project to an environmental review/individual environmental assessment.
- [11] Plateau submitted that a balance of environmental, social, technical and economic considerations impacted Plateau's decision on the location of the Turbines and therefore on the location of the Distribution Facilities. An excerpt from the Pre-Filed Evidence which lists the Road Allowances is attached to this Decision and Order as Appendix "A".
- [12] Plateau submitted that the only outstanding issue with respect to Plateau's use of the Road Allowances is the location of the Distribution Facilities within the Road Allowances. In this regard, Plateau undertook to negotiate a standard road use agreement with Grey Highlands.
- [13] According to Plateau's evidence, as a result of the above-noted negotiations, Plateau, the Municipal Staff of Grey Highlands (the "Municipal Staff") and Grey Highlands' legal counsel reached a mutually acceptable agreement with respect to the location, construction, operation and maintenance of the Distribution Facilities within the Road Allowances (the "Proposed Road Use Agreement").
- [14] In negotiating the Proposed Road Use Agreement, Plateau asserted that it addressed the concerns of the Municipal Staff regarding the routing of the Distribution Facilities. In addition, under the Proposed Road Use Agreement, Plateau indicated that it planned to confer certain monetary and non-monetary benefits on and provide numerous protections to Grey Highlands.
- [15] The evidence indicates that on May 17, 2010, the Municipal Staff issued Report PL.10.34 recommending a form of the Proposed Road Use Agreement to the Grey Highlands Committee of the Whole.
- [16] The evidence further indicates that in a letter dated June 24, 2010 to the Grey Highlands Mayor and Members of Council, the Grey Highlands Chief Administrative Officer recommended that the Proposed Road Use Agreement be approved by Grey Highlands Council (the "CAO Recommendation").

- [17] On June 28, 2010, the Grey Highlands Council rejected the CAO Recommendation. As a result, because Plateau and Grey Highlands could not reach an agreement with respect to the location of the distribution facilities, Plateau filed the Application with the Board for an order or orders, pursuant to section 41(9) of the *Electricity Act*, establishing the location of Plateau's Distribution Facilities within the Road Allowances.
- [18] Plateau stated that it has chosen to route certain power lines, poles and other facilities associated with the Distribution System within the Road Allowances pursuant to the statutory right of distributors under section 41(1) of the *Electricity Act*.
- [19] Plateau submitted that the Distribution Facilities as well as other 44 kV electrical facilities which transport the electricity generated from the Turbines to the existing 44 kV local distribution system of HONI, and ultimately to the IESO-controlled grid, is a "distribution system" and that Plateau is a "distributor" as defined in the *Electricity Act*<sup>1</sup>. As such, Plateau submitted that it is a distributor and is entitled to the rights of distributors under section 41 of the *Electricity Act*, including the right, under the circumstances, to bring this Application pursuant to Section 41(9) of the *Electricity Act*.
- [20] Plateau submitted that section 4.0.1(1) (d) of O. Reg. 161/99 under the *Ontario Energy Board Act* exempts from the licensing requirements those distributors that distribute electricity for a price no greater than that required to recover all reasonable costs with respect to a distribution system owned or operated by a distributor that is also a generator and that distributes electricity solely for conveying it to the IESO-controlled grid.
- [21] Plateau also submitted that because of the limited scope of section 41(9) and because the two parties have been unable to reach an agreement on the location of the Distribution Facilities within the Road allowances, the only issue before the Board is determining that location.

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<sup>1</sup> The *Electricity Act* definitions are as follows:  
"distribute", with respect to electricity, means to convey electricity at voltages of 50 kilovolts or less;  
"distribution system" means a system for distributing electricity, and includes any structures, equipment or other things used for that purpose;  
"distributor" means a person who owns or operates a distribution system.



[22] An excerpt from Plateau's submissions which describes the proposed location of the Distribution Facilities within the Road Allowances is attached as Appendix "B" to this Decision and Order.

### **Grey Highlands' Submissions**

Some key elements of Grey Highlands' submissions are outlined below:

[23] Grey Highlands stated that the Project is a "renewable energy generation facility" as that term is defined under the Electricity Act and Ontario Regulation 160/99 and, as such, it is afforded no rights under section 41 of the *Electricity Act*. Accordingly, Grey Highlands submits that the Board has no authority or jurisdiction to make a determination under subsection 41(9) of the *Electricity Act* as the Applicant is neither a transmitter nor distributor of electricity.

[24] Grey Highlands submitted that the rights bestowed under section 41 of the *Electricity Act* represent a special privilege granted to transmitters and distributors and "Where special privileges are granted under statutory authority, the legislation granting such special privilege must be strictly construed."<sup>2</sup>

[25] Grey Highlands submitted that, based on section 2 (1) of the *Electricity Act* and sections 1(4) and 1(5) of Ontario Regulation 160/99, any distribution line or lines under 50 kilometres in length that convey electricity from a renewable energy generation facility to a distribution system are not components of a distribution system, but rather are components of the "renewable energy generation facility". Grey Highlands further submitted that :

- a number or combination of distribution lines are not a "distribution system" as defined in the *Electricity Act* if they are components of a "renewable energy generation facility";
- the defined terms "distribution system", "generation facility", "renewable energy generation facility" and "transmission system" are all mutually exclusive.

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<sup>2</sup> Paragraph 7 of Grey Highlands' submission dated November 25, 2010.

- [26] Furthermore, Grey Highlands stated that Section 57 of the *Ontario Energy Board Act* requires all transmitters, distributors and generators to hold a licence issued under authority of that Act.
- [27] Grey Highlands asserted that, if the distribution lines associated with a "renewable energy generation facility" constituted a "distribution system" as defined in the *Electricity Act*, Plateau would be required to be licensed as a distributor under section 57 of the *Ontario Energy Board Act*.
- [28] Grey Highlands further asserted that the Applicant's submission concerning the applicability of subsection 4.0.1(1) (d) of Ontario Regulation 161/99 is erroneous because the Applicant is not in the business of generating electricity and supplying it to the ISEO-controlled grid on a "non-profit basis".
- [29] In its submission Grey Highlands also stated that:
- based on Section 26 of the *Electricity Act*, if the Applicant is a distributor then the Applicant is required to provide access to the distribution lines to "consumers" and the Applicant's evidence does not indicate or identify that consumers will have access to the distribution lines;
  - the Applicant's own description of its proposal indicates that it will deliver electricity to the HONI distribution system and not consumers; and
  - the Applicant does not have a Conditions of Service<sup>3</sup> document because it has no intentions of distributing electricity to consumers and because it is not a "distributor".

### **Board Staff Submissions**

Some key elements of Board staff's submissions are outlined below:

- [30] Board staff submitted that, in its view, based on the *Electricity Act* definitions of "distribute", "distribution system" and "distributor", the distribution component of the Applicant's proposed facilities does qualify as a distribution system and that the Applicant is a distributor and therefore has standing to bring an application under section 41 of the *Electricity Act*.

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<sup>3</sup> A document required under Section 2.4.1 of the Distribution System Code.

[31] Board staff further submitted that Plateau's Distribution System would be exempt, under Section 4.0.1 (d) of Ontario Regulation 161/99, from the licence requirement of section 57(a) of the *OEB Act* because the Distribution System would transport electricity from its generation facilities to the Hydro One distribution system and ultimately to the IESO-controlled grid, and no other use of the Distribution System has been identified by Plateau.

### Plateau's Reply Submissions

Some key elements of Plateau's reply submission are outlined below:

- [32] Plateau disagrees with Grey Highlands submission that no aspect of the Project meets the definition of "distributor" under the *Electricity Act* and that Plateau therefore cannot take advantage of the rights afforded to distributors under the section 41 of the *Electricity Act*. Plateau repeated that it clearly was a distributor, as that term is defined in the *Electricity Act* and that; consequently, as a distributor, it is entitled to the rights afforded to distributors under section 41 of the *Electricity Act*.
- [33] Plateau reiterated its submissions in chief that, under section 4.0.1(1) (d) of Ontario Regulation 161/99, it is exempt from the distribution licensing requirement in section 57(a) of the *OEB Act*. It added that it is irrelevant that it will profit from the sale of generated electricity since section 4.0.1(1)(d) only requires that the generated electricity be **distributed** at a price no greater than that required to recover all reasonable costs in order for the licensing exemption to apply.
- [34] Plateau stated that it disagrees with Grey Highlands' assertion that being a "distribution system", "generation facility", "renewable energy generation facility" and "transmission system" are all mutually exclusive terms. Plateau further stated that there is nothing in Section 57 of the *OEB Act* that suggests that there is such mutual exclusivity.
- [35] Plateau further states that the wording of section 4.01(1) (d) of Ontario Regulation 161/99 clearly demonstrates that a person can be both a distributor and a generator and that the exemption applies to a "distributor" that is also a "generator" and distributes electricity solely for the purpose of conveying it to the IESO controlled grid.

- [36] Plateau submitted that the enactment of the *Green Energy and Green Economy Act, 2009* (the “*Green Energy Act*”) amended section 1(1) of the *OEB Act* to require the Board, in carrying out its responsibilities under the *OEB Act* or any other legislation in relation to electricity, to be guided by the objective of promoting “the use and generation of electricity from renewable energy sources in a manner consistent with the policies of the Government of Ontario, including the timely expansion or reinforcement of transmission systems and distribution systems to accommodate the connection of renewable energy generation facilities.” Plateau further stated that the Board must therefore be guided by this objective, among others, in deciding the Application.
- [37] Plateau submitted that the sections in the *Power Corporation Act* and the *Public Utilities Act* that Grey Highlands referenced have been repealed and pertain to a former regulatory regime that is no longer in place.

## **BOARD FINDINGS**

- [38] Given the Board’s limited jurisdiction in this proceeding, there are two decisions that need to be made. The first is a determination of whether Plateau is a “distributor” for the purposes of Section 41 of the *Electricity Act*. If so, the second determination is where should the location of Plateau’s distribution facilities within Grey Highlands’ road allowances be, given that the parties are not able to reach an agreement.
- [39] The Board agrees with Plateau’s and Board staff’s submissions to the effect that the Distribution Facilities, as well as other 44 kV electrical facilities which transport the electricity generated from the Turbines to the existing 44 kV local distribution system of HONI and ultimately to the IESO-controlled grid, are a “distribution system” as defined in the *Electricity Act*.
- [40] The Board disagrees with Grey Highlands’ submission that the defined terms “distribution system”, “generation facility”, “renewable energy generation facility” and “transmission system” are all mutually exclusive since there is nothing in the applicable legislation that would support such an interpretation. Indeed, when the words of the Statute and the Regulation are given their plain meaning, it is evident to the Board that the Legislature intended them to operate precisely as Plateau suggests they should. As the owner of the distribution system that is intended to transport the generated electricity to the IESO, Plateau is a distributor, but one

which has the benefit of the licensing exemption contained in Ontario Regulation 161/99.

- [41] The Board accepts Plateau's and Board staff's submissions that, as the owner or operator of the distribution system, Plateau is a distributor as defined in the *Electricity Act*.
- [42] Accordingly, the Board finds that, as a distributor, Plateau is entitled to bring an application under section 41 of the *Electricity Act* and is entitled to the relief the Board may grant on such an application.
- [43] Since the evidence indicates that Plateau and Grey Highlands could not agree on the location of Plateau's distribution facilities within Grey Highlands' road allowances, it is the Board's role to determine the location of the Distribution Facilities in accordance with section 41 (9) of the *Electricity Act*.
- [44] The Board notes Plateau's evidence that, during the course of negotiations between Plateau and the Municipal Staff regarding a road use agreement, the two parties had reached a mutually acceptable agreement with respect to the location, construction, operation and maintenance of the Distribution Facilities within the Road Allowances (the "Proposed Road Use Agreement") and that the Proposed Road Use Agreement was subsequently rejected by the Grey Highlands Council without apparent explanation.
- [45] The Board also notes that Grey Highlands' submissions focused on Plateau's status as a distributor, its rights under section 41 of the *Electricity Act* and the Board's authority or jurisdiction to make a determination under subsection 41(9) of the *Electricity Act*, but made no submissions regarding any alternative or preferred location for the Distribution Facilities within the Road Allowances.
- [46] In terms of determining the location of the Distribution Facilities, the Board has therefore considered the only evidence provided in this proceeding with respect to proposed location for the Distribution Facilities and that evidence has been provided by Plateau.
- [47] In the absence of any competing proposal, the Board accepts Plateau's proposed location of the Distribution Facilities within the Road allowances in Grey Highlands.
- [48] Furthermore, the Board agrees with Plateau's and Board staff's submissions that Plateau is exempt from the requirement for a distributor licence under Section

4.0.1 (d) of Ontario Regulation 161/99. Contrary to the assertion of Grey Highlands, the fact that Plateau does not require a licence does not imply that they are not a distributor. In the Board's view the Regulation giving rise to the exemption could not be clearer. It specifically contemplates that the "distributor" can be a generator, and that the exemption applies to such a distributor when it distributes electricity "solely for the purpose of conveying it into the IESO-controlled grid." This language really renders the Municipality's argument on this point untenable.

[49] The Board notes that there were a number of interested parties that were granted observer status and took an active role in terms of providing comments regarding various aspects of the Project. Some of the observer comments regarding Plateau's status as a distributor are addressed in the above findings. Other observer concerns were related to health effects, aesthetic impact of the Project and the Turbines as well as the impact on property values. These concerns are not within the scope of this proceeding (see paragraph [9] above) and were not considered by the Board in arriving at this decision.

**THE BOARD ORDERS THAT:**

- The location of Plateau's Distribution Facilities within the Road Allowances shall be as described in Appendix "A" and Appendix "B" to this Decision and Order except for any changes that are mutually agreed to between Plateau Wind Inc. and the Municipality of Grey Highlands.

**DATED** at Toronto, January 12, 2011

**ONTARIO ENERGY BOARD**

*Original Signed By*

Kirsten Walli  
Board Secretary

**APPENDIX "A"**

**TO**

**DECISION AND ORDER**

**BOARD FILE NO. EB-2010-0253**

**DATED: January 12, 2011**

**EXCERPT FROM PRE-FILED EVIDENCE**

**(Exhibit B, Tab 3, Schedule 1, Page 6)**

**LIST OF MUNICIPAL ROAD ALLOWANCES WITHIN WHICH THE  
DISTRIBUTION SYSTEM WILL BE LOCATED**

1. 210 Sideroad Road (also known as Melancthon-Artermesia Townline), between Provincial Highway No. 10 and East Back Line.  
PIN: 37265-0133(LT)
2. East Back Line from 210 Sideroad Road to Melancthon Artemisia Townline.  
PIN: 37265-0136(LT) and 37265-0134(LT)
3. Melancthon Artemisia Townline from East Back Line to Road 41A.  
PIN: 34151-0029(LT)
4. Melancthon Osprey Townline from Road 41A to the access road to Turbine #3.  
PIN: 37260-0052(LT)
5. Road 41A, from the Melancthon Artemisia Townline to South Line B Road.  
PIN: 37260-0199(LT)
6. South Line 'B' Road from Road 41 A to Grey County Road 2.  
PIN: 37260-0198(LT)
7. Centre Line A Road from County Road 2 westerly to Turbine #6 entrance.  
PIN: 37260-0125(LT)
8. Centre Line A Road from County Road 2 easterly to Turbines #10 and #12 road entrance.  
PIN: 37260-0125(LT)



**APPENDIX "B"**

**TO**

**DECISION AND ORDER**

**BOARD FILE NO. EB-2010-0253**

**DATED: January 12, 2011**

**EXCERPT FROM PLATEAU'S WRITTEN**

**SUBMISSIONS DATED NOVEMBER 8, 2010**

**(Tab 2, Pages 7-9)**

1 located over, on or near traveled or untraveled sections of the Road Allowances. The  
2 hearing does not concern which Road Allowances that Plateau has chosen to use.

3 **3.0 PROPOSED LOCATION OF THE DISTRIBUTION SYSTEM WITHIN**  
4 **THE ROAD ALLOWANCES**

5 Plateau proposes that the location of the Distribution System within the Road Allowances  
6 should be as follows:

- 7 • The Distribution System facilities shall generally be located 1.0-1.5 metres from  
8 the abutting property line, provided this location is reasonable and meets all  
9 applicable safety standards.<sup>9</sup> A cross-sectional drawing included at Appendix C  
10 shows the approximate location of where Plateau proposes to position the poles  
11 and other Distribution System facilities within the Road Allowances. As  
12 discussed below, this proposal accords with the terms of the proposed road use  
13 agreement between Plateau and Grey Highlands.<sup>10</sup>
- 14 • Where practicable and with certain exceptions, the Distribution System facilities  
15 that Plateau will construct, maintain or install shall not be located under the  
16 existing or contemplated traveled portion of any of the Road Allowances.<sup>11</sup>  
17 Rather, Plateau will locate these facilities adjacent to such existing or  
18 contemplated traveled portion of such Road Allowances. As discussed below, this  
19 proposal accords with the terms of the proposed road use agreement between  
20 Plateau and Grey Highlands.<sup>12</sup>

21 In addition to proposing this location for the Distribution System within the Road  
22 Allowances, Plateau requests that the Board, pursuant to its authority under section 23(1)  
23 of the OEB Act, include the following conditions in its Order:

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<sup>9</sup> For example, once the detailed engineering process is completed, Plateau may be required to slightly deviate from the 1.0-1.5 metre setback to minimize the need for tree cutting, road crossings and guy anchors on private properties, as well as to accommodate the flow of the ditch drainage.

<sup>10</sup> See Exhibit B, Tab 4, Schedule 1, Page 3 of the Application.

<sup>11</sup> Exemptions include certain underground road crossings that allow the Distribution System to follow the existing HONI poles in order to minimize the need to place poles on both sides of the Road Allowances.

<sup>12</sup> See Exhibit B, Tab 4, Schedule 1, Page 3 of the Application.

- 1 • Plateau shall acknowledge that the rights to use the Road Allowances are not  
2 exclusive rights. In addition, Grey Highland is not precluded from entering into  
3 the Road Allowances for its own municipal purposes, and Grey Highlands has no  
4 obligation to notify Plateau of such entry provided it does not adversely affect the  
5 Distribution System.
- 6 • In constructing or decommissioning the Distribution System within the Road  
7 Allowances (the "Work"), Plateau shall use all due care and diligence to prevent,  
8 among other things, any unnecessary or unavoidable interference with the  
9 travelled portion of any Road Allowance or with any traffic thereon.
- 10 • Prior to the commencement of any Work, Plateau shall file plans with Grey  
11 Highlands and/or the Saugeen Valley Conservation Authority detailing the Work.  
12 Plateau will undertake the Work in accordance with those plans.<sup>13</sup>
- 13 • Within 30 days of the completion of any construction Work, Plateau shall deposit  
14 with Grey Highlands as-constructed plans detailing the location and specifications  
15 of any installed infrastructure, including any distribution lines and poles.
- 16 • Plateau shall undertake and complete any Work requiring a permit from Grey  
17 Highlands within the time specified in such permit, provided such time is  
18 reasonable. Plateau shall also complete such Work so as not to cause unnecessary  
19 nuisance or damage to Grey Highlands or any other user of the Road Allowance  
20 where the Work is conducted.
- 21 • Prior to the commencement of any Work, Plateau shall obtain any necessary  
22 approval of any federal, provincial, county or municipal government or agency.  
23 Plateau shall also notify any other person or body operating any equipment,  
24 installations, utilities or other facilities within the Road Allowances about the  
25 details of the Work, including where it is to be conducted.
- 26 • In the event that it becomes necessary to break, remove, or otherwise pierce the  
27 existing surface of any of the Road Allowances to undertake the Work, Plateau  
28 shall, in so far as is practical, at its own expense, repair, reinstate, restore, or  
29 remediate such surface to the same or better condition than existed prior to the  
30 commencement of such Work.<sup>14</sup>
- 31 • Subject to section 41 of the OEB Act, if Plateau wishes to relocate any of the  
32 Distribution System facilities previously installed, placed or constructed in the

<sup>13</sup> This condition is in accordance with Section 41 (7) of the Electricity Act, which states: "If a transmitter or distributor exercises a power or entry under this section, it shall, (a) provide reasonable notice of the entry to the owner or other person having authority over the street or highway . . ."

<sup>14</sup> This condition is in accordance with Section 41 (7) of the Electricity Act, which states: "If a transmitter or distributor exercises a power or entry under this section, it shall . . . (b) in so far as is practicable, restore the street or highway to its original condition; and (c) provide compensation for any damages caused by the entry."

1 Road Allowances, it shall notify Grey Highlands in writing of its intent to do so,  
2 and Grey Highlands shall not unreasonably withhold its consent to such  
3 relocation.

4 Notably, none of these requested terms or conditions vary from those already enshrined  
5 in the standard road use agreement (the "Proposed Road Use Agreement") that Plateau  
6 negotiated with the Municipal Staff of Grey Highlands (the "Municipal Staff") and Grey  
7 Highlands' legal counsel.<sup>15</sup> In the negotiations, the parties reached a mutually acceptable  
8 agreement with respect to the location, construction, operation and maintenance of the  
9 Distribution System within the Road Allowances.<sup>16</sup> In particular, under the Proposed  
10 Road Use Agreement, Grey Highlands would have affirmed Plateau's statutory right to  
11 use the Road Allowances for the Distribution System and agreed to the location of the  
12 Distribution System. In exchange, Plateau would have conferred certain benefits on and  
13 provided numerous protections to Grey Highlands. A copy of the Proposed Road Use  
14 Agreement is attached at Appendix D.

15 In addition, none of the requested terms and conditions vary substantially from the terms  
16 and conditions contained in the agreement between Plateau and Melancthon, which  
17 Melancthon Council has already approved, regarding the location of seven turbines and  
18 the associated distribution facilities in its jurisdiction.<sup>17</sup> One of these turbines is the  
19 Turbine in Melancthon that is part of the Plateau I and II siting area, and some of the  
20 distribution facilities will be located on the Melancthon side of some of the Road  
21 Allowances that are jointly owned by Melancthon and Grey Highlands.

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<sup>15</sup> For a summary of those terms and conditions, see Exhibit B, Tab 4, Schedule 1, Pages 4-7 of the Application.

<sup>16</sup> See Exhibit B, Tab 4, Schedule 1, Pages 1-2 of the Application.

<sup>17</sup> See Exhibit B, Tab 4, Schedule 1, Pages 2-3 of the Application.

**APPENDIX 'B'**

**DECISION AND ORDER (EB-2013-0031)**



**EB-2013-0031**

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

**AND IN THE MATTER OF** an application by Wainfleet Wind Energy Inc. for an Order or Orders pursuant to subsection 41(9) of the *Electricity Act 1998*, S.O. 1998, c. 15, Schedule A, as amended, establishing the location of Wainfleet Wind Energy Inc.'s distribution facilities within certain public right-of-way and street owned by the Township of Wainfleet, Regional Municipality of Niagara.

**BEFORE:** Paula Conboy  
Presiding Member

Peter Noonan  
Member

**DECISION AND ORDER**

June 27, 2013

## BACKGROUND

Wainfleet Wind Energy Inc. (“Wainfleet Wind” or the “Applicant”) filed an application dated February 4, 2013, with the Ontario Energy Board (the “Board”) under subsection 41(9) of the *Electricity Act, 1998, S.O. 1998, c. 15, Schedule A*, as amended (the “*Electricity Act*”) for an order or orders of the Board establishing the location of Wainfleet Wind’s proposed distribution facilities within certain road allowances owned by the Township of Wainfleet ( the “Township”).

The Board issued a Notice of Application (“Notice”) on March 13, 2013.<sup>1</sup>

Following the publication of Notice, Ms. Katherine Pilon applied for intervenor status and requested an oral hearing. The Applicant objected to her intervention request on the basis that her proposed intervention was directed at issues outside the scope of subsection 41(9) of the *Electricity Act*. The Board deliberated, and subsequently denied Ms. Pilon’s request to intervene upon the grounds that her proposed intervention dealt with matters that are outside the Board’s jurisdiction under subsection 41(9) of the *Electricity Act*. However, the Board allowed Ms. Pilon to file materials in this proceeding as letters of comment. No other person applied to the Board for intervenor status.

The Board decided to proceed by way of a written hearing process in this matter. Procedural Order No. 1 was issued on April 26, 2013 to set out the process for the conduct of the written hearing.

## SCOPE OF PROCEEDING

As stated in the Board’s Notice, the scope of this proceeding is limited to determining the location of the Applicant’s Distribution System within the road allowances owned by the Township.

## THE APPLICATION

Wainfleet Wind is an Ontario corporation which carries on the business of developing renewable wind energy generation projects. It has partnered with Rankin Construction Inc., a local contractor which carries on the business of building renewable

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<sup>1</sup> The original Notice was issued on March 6, 2013 and a revised Notice was issued on March 13, 2013.

infrastructure. Wainfleet is a distributor of electricity within the meaning of the *Electricity Act*.

The Applicant has entered into a contract with the Ontario Power Authority (“OPA”) and is in the process of developing a 9 MW wind power generating facility with five wind turbines, located in the Township and the Niagara Region.

As part of the project, the Applicant is proposing to construct a 27.6kV underground system (“Distribution System”) that will collect power from the turbines and deliver it to a switching station, proposed to be located on private lands along the unopened road allowance of Sideroad 22 (also known as “Brawn Road”) in the Township. The Applicant proposes to install the Distribution System underground under private and public lands in the Township and elsewhere in the Niagara Region. This Application is made only in reference to the public lands within the authority of the Township. Wainfleet Wind states that its proposed Distribution System is necessary to transmit electricity from the wind turbines to the distribution system, in order to comply with its contractual commitments to the OPA.

The Applicant asserts that it has been unsuccessful in negotiations with the Township to obtain an agreement for the location of the underground Distribution System, including high voltage cables, associated ducts, and a communications cable along and across Concession 1 Road and across the unopened Sideroad 22 road allowance at the location of a municipal drain within the Township. Pursuant to subsection 41(9) of the *Electricity Act*, the Applicant requests that this Board determine the location of structures, equipment and other facilities to be installed under or on Concession 1 Road and unopened Sideroad 22.

In particular, the Applicant requests that the Board determine the location of an underground diagonal crossing of unopened Sideroad 22. The Applicant also intends to carry the Distribution System underground across private lands until the Distribution System intersects Concession 1 Road. The Applicant therefore requests that the Board determine the location of a concrete encased duct bank or directional bore crossing for a perpendicular crossing of Concession 1 Road. Finally, the Applicant requests that the Board determine the location of the Distribution System to be constructed underground within the road allowance of Concession 1 Road to its point of intersection with Station Road, a municipal road under the jurisdiction of the Regional Municipality of Niagara. The project for which the Applicant seeks the approval of this Board is described at



Exhibit B/Tab 2/Schedule 1 and shown on applicable engineering drawings<sup>2</sup> at Exhibit B/Tab 3/Schedule 1/Appendix A, of the application.

Wainfleet Wind states that the proposed cable installations of the Distribution System are designed to meet or exceed the requirements of the Ontario Electrical Safety Code Standard C22.3-#7, Underground Systems and permanent buried cable markers will be installed at either end of the road crossings as recommended by the Canadian Standards Association. Additional details are provided in the construction notes contained in applicable drawings.

## THE RECORD

The record consists of the application, letters of comment submitted by members of the public, interrogatories of Board staff, the Applicant's response to Board staff interrogatories, and the submissions of Board staff and the Applicant.

Although the Township did not apply for intervenor status the Board granted leave to the Township to intervene in this proceeding. However, the Township did not take the opportunity to participate or make any submissions on the issues before the Board. Accordingly, the Applicant is the only formal party in this case.

The Board received a number of letters of comment from Ms. Katherine Pilon. The letters of comment filed by Ms. Pilon relate to her opposition to the wind generation project rather than to the issues pertinent to the decision that the Board must make under subsection 41(9) of the *Electricity Act*. Accordingly, the Board has not relied on any of the letters of comment except for a portion of Ms. Pilon's submissions of April 27 and April 30, 2013 in which she, like the Applicant, provided some additional information on the public utility of Station Road as background information about the project.

Pursuant to Procedural Order No. 1, Board staff submitted interrogatories to Wainfleet Wind. The Applicant provided satisfactory responses to all of the Board staff interrogatories.

On May 27, 2013, Board staff filed a written submission. Board staff observed that the Township staff were consulted about the proposed location of Distribution System and

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<sup>2</sup> For the purpose of this application, the applicable drawings are: Drawing #'s: 123901C1.0, 123901C1.1 to 123901C1.4, 123901C1.14 and 123901C1.15

that the Township has not provided the Applicant with any concerns about the proposed location. The Board staff submission noted that: "In the absence of information to the contrary, the route selected appears to staff to be the most efficient and least invasive."

On June 3, 2013, Wainfleet Wind filed its reply submissions. Wainfleet Wind submitted that its application establishing the location of the Distribution System on road allowances owned by the Township should be approved.

Additionally, Wainfleet Wind also requested that the Board consider an award of costs against the Township. Wainfleet Wind noted that it was forced to bring this application because it was unable to reach an agreement with the Township and that the Township's conduct has inflicted unnecessary costs and inconvenience on Wainfleet Wind. The Applicant submitted that the Board should exercise its discretion to award costs against the Township in favour of Wainfleet Wind in the amount of \$3,500.00 plus the Board's cost of the Application. Wainfleet Wind stated that its request for costs only covers the publishing costs that it incurred as a necessary part of this application.

## **BOARD FINDINGS**

The Applicant is the only formal party in this case. The Township received notice of this application but chose not to seek intervenor status or participate in the proceeding even after the Board, of its own motion, granted leave to the Township to intervene. Ms. Katherine Pilon filed several letters of comment but her concerns were directed at the wind generation facility project which is outside of the scope of this application. None of her comments were specific to the Applicant's request to locate the Distribution System within the Township's road allowances. The application by Wainfleet Wind pursuant to subsection 41(9) of the *Electricity Act* is essentially unopposed.

The Applicant has established that it is a distributor of electricity and that it has a statutory right to place its Distribution System within a municipal road allowance pursuant to subsection 41(1) of the *Electricity Act*. The Board finds that the Applicant and the Township have been unable to agree upon the location of the Distribution System within the road allowances that are the subject of this application. The Board notes that satisfactory responses have been made by the Applicant to the interrogatories posed by Board staff. The engineering drawings for the location of the distribution line and related structures have been considered and the Board finds that they are satisfactory. Therefore, the Board finds that the Applicant has satisfied the

burden of proof under the *Electricity Act* to demonstrate that the proposed location of its Distribution System in the municipal road allowances is appropriate and the application is approved.

In order to ensure that adequate regulatory oversight is provided for this project the Board has decided that the following conditions to its approval will be imposed on the Applicant:

- 1) The Applicant shall advise the Board's designated representative of any proposed material change in the location of the facilities as described in the Plans and Profiles as set out at ExB/T2/S1 and Ex B/T3/S1/Appendix A of the application and shall not make a material change in the Plans and Profiles without prior approval of the Board or its designated representative.
- 2) The Applicant shall designate a person as Project Manager and shall provide the name of the individual to the Board's designated representative. The Project Manager will be responsible for the fulfillment of the Conditions of Approval on the construction site.
- 3) The Board's designated representative for the purpose of this Condition of Approval shall be the Manager, Electricity Facilities and Infrastructure Applications.

As to the question of costs, the Board has decided that this is not an appropriate case in which to award costs. The Township chose not to become a formal party to the Board's proceeding, as it was entitled to, and therefore did not add any delay or cost for the Applicant in this proceeding. Clearly, the Applicant is frustrated by its dealings with the Township and the Board is aware that other legal proceedings have taken place between the Applicant and the Township. However, the Board cannot take cognizance of those matters for the purposes of determining costs in this proceeding. We note that the Applicant requested in its Reply that the question of costs not delay the Board's decision, which would clearly be the result if the Board established a process to determine whether a non-party in the context of this case could, and should, be subjected to an award of costs. All things considered, the Board declines to make a cost order in this case.

**THE BOARD ORDERS THAT:**

1. The location of Wainfleet Wind's Distribution System on road allowances owned by the Township, as described in the application at Exhibit B/Tab 2/Schedule 1 and in the applicable drawings at Exhibit B/Tab 3/Schedule 1/Appendix A and subject to the Conditions of Approval set out in this Decision and Order is approved.
2. Pursuant to section 30 of the *Ontario Energy Board Act, 1998*, Wainfleet Wind shall pay the Board's costs of and incidental to, this proceeding immediately upon receipt of the Board's invoice.

**ISSUED AT** Toronto on June 27, 2013

**ONTARIO ENERGY BOARD**

*Original Signed by*

Kirsten Walli  
Board Secretary

**PROPOSED ROAD USE AGREEMENT**

1 As set out in Exhibit B, Tab 5, Schedule 1, East Durham has sought to reach an agreement with  
2 the County on the location of the Distribution System within the Road Allowances. In an  
3 attempt to formalize such an agreement, East Durham undertook to negotiate a road use  
4 agreement with the County (the “**Proposed Agreement**”), even though East Durham is not  
5 aware of any statutory obligation to enter into such an agreement. As part of these negotiations,  
6 East Durham and the County held various discussions and exchanged various information,  
7 including with respect to East Durham’s plans for locating segments of its Distribution System  
8 within the Road Allowances.

9 Attached as Appendix A to this Exhibit B, Tab 4, Schedule 1 is a copy of the Proposed  
10 Agreement that East Durham provided to the County for comments on October 25, 2012. Under  
11 the Proposed Agreement, East Durham would have provided certain benefits and protections to  
12 the County in respect of the construction, installation, operation, maintenance and  
13 decommissioning of the Distribution System. For example, East Durham would have undertaken  
14 the work at its own expense in accordance with good engineering practices (see section 4.1), and  
15 used reasonable efforts to avoid unnecessary adverse impacts on the public use of the Road  
16 Allowances (see section 4.2). East Durham would have also repaired the surface of any Road  
17 Allowances that was broken in the course of the work (see section 4.4).

18 Moreover, the Proposed Agreement set out a proposal for the location of the Distribution System  
19 within the Road Allowances (see section 6.2). This location would have been appropriately set  
20 back from the travelled portion of the Road Allowances, at an appropriate depth to avoid  
21 conflicts with other existing infrastructure. It would have also minimized the need for crossing  
22 the Road Allowances. This proposal was subsequently refined in May 2013 when East Durham  
23 sent a number of road use-related documents, diagrams and cross-sections to the County in  
24 anticipation of the upcoming draft road use agreement to be provided by the County (see Exhibit  
25 B, Tab 5, Schedule 1, Appendix R). For ease of reference, the aerial maps attached as Appendix  
26 B to this Exhibit B, Tab 4, Schedule 1 illustrate the proposed location of the Distribution System  
27 within the Road Allowances.

1 However, since receiving the Proposed Agreement on October 25, 2012, the County has refused  
2 to engage East Durham in discussions on where in the Road Allowances the Distribution System  
3 will be located. Despite East Durham's good faith efforts to initiate these discussions, the  
4 County has not provided comments regarding the Proposed Agreement or the proposed location  
5 for the Distribution System. Instead, as set out further in Exhibit B, Tab 5, Schedule 1, the  
6 County has put forward, and then retracted, various forms of road use agreements that do not  
7 speak to the location of the Distribution System within the Road Allowances. Most recently, the  
8 County has put forward the County Draft Form of Road Use Agreement that again does not  
9 address the location of the Distribution System. Rather, under this draft template agreement, the  
10 County would retain the authority to unilaterally approve and modify the location of the  
11 Distribution System within the Road Allowances, even though section 41(9) of the Electricity  
12 Act requires the County and East Durham to agree to such location. Contrary to its statutory  
13 obligation, the County has repeatedly failed to negotiate with East Durham and, as a result, the  
14 parties have been unable to reach an agreement regarding the location of the Distribution System  
15 within the Road Allowances.

**APPENDIX 'A'**

**PROPOSED ROAD USE AGREEMENT**

**THIS ROAD USE AGREEMENT** (the “Agreement”) made as of this \_\_\_\_ day of \_\_\_\_\_, 2012 (“Effective Date”),

**BETWEEN:**

**THE CORPORATION OF THE COUNTY OF GREY**

hereinafter referred to as the “**County**”

- AND -

**EAST DURHAM WIND, INC. (“East Durham”)**, a company incorporated pursuant to the laws of the Province of New Brunswick and authorized to conduct business in the Province of Ontario

hereinafter referred to as the “**Proponent**”

**WHEREAS** the Proponent is developing an approximately 23 megawatt commercial wind energy project known as the East Durham Wind Energy Centre (the “Wind Project”) in The County of Grey (the “County”) pursuant to a Power Purchase Agreement dated July 13, 2011, between the Ontario Power Authority and the Proponent (the “PPA”);

**AND WHEREAS** the Proponent wishes to make use of certain Road Allowances as hereinafter defined within the County to make deliveries of materials and components to, and to allow for construction, operation and maintenance of the Wind Project;

**AND WHEREAS** the Proponent may wish to temporarily reconstruct or realign certain portions of the Road Allowances to permit delivery or movement of oversized Wind Project components, including wind turbine blades, tower sections and nacelles;

**AND WHEREAS** the Proponent also wishes to install, maintain and operate Electrical Infrastructure as hereinafter defined over, across, along, within or under the Road Allowances pursuant to its statutory rights under the *Electricity Act, 1998*;

**AND WHEREAS** the Proponent also wishes to connect access roads from Wind Project turbines to the Road Allowances to permit ongoing access to the turbines during Wind Project operations;

**NOW THEREFORE IN CONSIDERATION** of the Proponent’s execution of the Agreement, and of the undertakings and agreement hereinafter expressed by the County and the Proponent (each a “Party” and collectively the “Parties”), the receipt and sufficiency of which consideration is hereby acknowledged, and upon the terms hereinafter set forth, the Parties mutually covenant and agree as follows:

Draft: Created on 9/5/2012 10:38:00 AM



## 1. Interpretation

### 1.1 In this Agreement:

- (a) “**Applicable Law**” means all present or future applicable laws, statutes, regulations, treaties, judgements and decrees and all present or future applicable published directives, rules, policy statements and orders of any Public Authority and all applicable orders and decrees of courts and arbitrators of like application to the extent, in each case, that the same are legally binding on the Parties in the context of this Agreement;
- (b) “**Commercial Operation Date**” means the Commercial Operation Date as defined in the PPA between the Proponent and the Ontario Power Authority.
- (c) “**Deliveries**” is defined as transporting materials, components and equipment including overweight or over-size cargoes across or along Road Allowances to provide for the construction, maintenance, repair, replacement, relocation or removal of wind turbines for the Wind Project;
- (d) “**Effective Date**” is defined at the top of page 1 herein;
- (e) “**Electrical Infrastructure**” means infrastructure for the transmission and distribution of electricity, including a line or lines of towers and/or poles, with such wires and/or cables (whether above ground or buried), for the transmission of electrical energy, and all necessary and proper foundations, footings, cross arms and other appliances, facilities and fixtures for use in connection therewith including without limitation, vaults and junction boxes (whether above or below ground), manholes, handholes, conduit, fiber optics, cables, wires, lines and other conductors of any nature, multiple above or below ground control, communications, data and radio relay systems, and telecommunications equipment, including without limitation, conduit, fiber optics, cables, wires and lines;
- (f) “**Emergency**” shall mean a sudden unexpected occasion or combination of events necessitating immediate action.
- (g) “**Entrance Work**” is defined as constructing and maintaining Entrances to private wind turbine access roads;
- (h) “**Entrances**” means points of access across and through the Road Allowances to be constructed by the Proponent, as applicable, from the travelled portion of the Road Allowances connecting to certain access roads that lead to Wind Project turbines and other infrastructure;
- (i) “**Installation Work**” means Road Work and other work involving or incidental to the installation, construction, enlargement, relocation or removal of Electrical Infrastructure and Entrances;

| ~~(a)~~(j) **“Plans”** is defined as detailed plans that identify the location, size, elevation and scope of the Installation Work and demonstrate that the Installation Work will comply with applicable safety, technical and regulatory standards and the requirements of Applicable Law;

| ~~(a)~~(k) **“Public Authority”** means any governmental, federal, provincial, regional, municipal or local body having authority over the County, the Proponent, the Wind Project, the Electrical Infrastructure or the Road Allowances;

| ~~(a)~~(l) **“Repair Work”** means work involving the maintenance, repair and replacement of installed Electrical Infrastructure and Entrances that does not cause the location, elevation, position, layout or route of the Electrical Infrastructure or Entrance to materially change;

| ~~(a)~~(m) **“Road Allowance(s)”** means public rights of way, highways, streets, sidewalks, walkways, driveways, ditches and boulevards and the allowances therefore, including the Entrances, all owned or managed under the legal jurisdiction of the County, as shown on the map attached as Schedule “A” hereto;

| ~~(a)~~(n) **“Road Work”** is defined as temporarily reconstructing or re-aligning road sections, turns and intersections on the Road Allowances to permit the passage of overweight or over-size cargoes;

| ~~(a)~~(o) **“Secured Party”** or **“Secured Parties”** is defined as the Proponent’s lenders;

| ~~(a)~~(p) **“Traffic Effects”** is defined as temporary modification of traffic patterns or the imposition of temporary restrictions on public access to or use of the Road Allowances;

| ~~(a)~~(q) **“Transmission Work”** is defined as installing, constructing, operating, inspecting, maintaining, altering, enlarging, repairing, replacing, relocating and removing Electrical Infrastructure over, along, across, within or under the Road Allowances in connection with the Wind Project;

| ~~(a)~~(r) **“Tree Work”** is defined as cutting, trimming or removing trees or bushes growing in the Road Allowances; and

| ~~(a)~~(s) **“Work”** means, collectively, Deliveries, Road Work, Entrance Work, Tree Work, Repair Work and Transmission Work as defined herein.

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

Schedule A - Plan showing applicable Road Allowances and Entrances from Road Allowances to access roads leading to Wind Project turbines

Schedule B - Decommissioning Report prepared for the Proponent’s “Renewable Energy Application” for the Wind Project

1.3 Nothing contained in this Agreement shall abrogate or prejudice any statutory rights held by either Party under any applicable statutes including but not limited to the *Ontario Energy Board Act, 1998*, the *Municipal Act, 2001*, the *Green Energy Act, 2009* and the *Electricity Act, 1998* as amended.

## **2. Grant and Transfer of Easement**

2.1 The County grants and transfers to the Proponent for a period of fifty (50) years from the Effective Date hereof (the “Term”) the non-exclusive right and easement to enter upon and use the Road Allowances with such persons, vehicles, equipment and machinery as may be necessary for purposes of:

(a) transporting materials, components and equipment including overweight or over-size cargoes across or along Road Allowances to provide for the construction, maintenance, repair, replacement, relocation or removal of wind turbines for the Wind Project (the “Deliveries”), and temporarily reconstructing or re-aligning road sections, turns and intersections on the Road Allowances to permit the passage of said overweight or over-size cargoes (the “Road Work”).

(b) constructing and maintaining Entrances to private wind turbine access roads (“Entrance Work”) provided that the Proponent first acquires at its own expense any property rights to private lands required for the Entrance Work, and use of such Entrances.

(c) installing, constructing, operating, inspecting, maintaining, altering, enlarging, repairing, replacing, relocating and removing Electrical Infrastructure over, along, across, within or under the Road Allowances in connection with the Wind Project (the “Transmission Work”).

2.2 Subject to subsections 6.6 and 6.8 of this Agreement, the County reserves its right to enter upon and use the Road Allowances without notice to the Proponent for its own municipal purposes and to grant and transfer rights to third parties to enter upon and use the Road Allowances to construct, operate, maintain, alter, repair or relocate infrastructure, and to modify the Road Allowances, provided such entry, use, grant or transfer by the County does not adversely affect the Electrical Infrastructure, the Deliveries, the Road Work, the Entrances, the Entrance Work, the Transmission Work, the Wind Project or the exercise of the Proponent’s rights under this Agreement (individually, an “Adverse Effect”).

2.2.3 The County represents that it:

(a) has legal and beneficial title to the Road Allowances and full power and authority to grant the rights over the Road Allowances in the manner set out in this Agreement;

(b) has obtained the full and unconditional due authorization for execution and delivery of this Agreement by all required resolutions and other required municipal approvals; and

| ~~(a)~~(c) shall defend its title to the Road Allowances against any person or entity claiming any interest adverse to the County in the Road Allowances during the term of this Agreement, save and except where such adverse interest arises as a result of the act, omission, negligence or wilful misconduct of the Proponent or those for whom it is in law responsible.

2.4 The County agrees, in the event it decides to permanently close and/or dispose of any Road Allowance which may affect the interests of the Proponent, or any part of a Road Allowance, to give the Proponent reasonable advance written notice of such proposed closing or disposal and to grant and transfer to the Proponent, at no cost to the Proponent and prior to the proposed closure or disposal of the applicable Road Allowance, such further easements and rights-of-way, in registerable form and in priority to any encumbrances having an Adverse Effect, over that part of the Road Allowance closed or disposed of sufficient as further assurance to the preservation of any part of the Electrical Infrastructure in its then existing location, to enter upon such closed or disposed of Road Allowance to perform Work in respect of such Electrical Infrastructure and to gain access to the Wind Project on the terms and conditions set out in this Agreement.

| ~~2.4.2.5~~ In the event that the County decides to dispose of any Road Allowance or part thereof which may affect the interests of the Proponent, the County agrees to require the transferee or assignee of such Road Allowance, as a condition precedent to the transfer or assignment, to agree in writing with the Proponent, in a form acceptable to the Proponent acting reasonably, to be bound by the terms of this Agreement and to assume the County's obligations hereunder from and after the date of the transfer or assignment.

2.6 In the event that the Proponent obtains an extension of the term of the PPA or the operational term of the Wind Project, the Proponent and the County shall enter into good faith negotiations regarding the extension of the Term and any appropriate amendments to this Agreement.

### 3. **Conditions Precedent to Commencement of Work**

3.1 Prior to the commencement of any Work, the Proponent shall arrange for and maintain liability insurance satisfactory to the County, acting reasonably, insuring, for the joint benefits of the Proponent, any lender(s) to the Proponent and the County against all claims, liabilities, losses, costs, damages or other expenses of every kind that the Proponent, such lender(s) and the County may incur or suffer as a consequence of personal injury, including death, and property damages arising out of or in any way incurred or suffered in connection with the Work as contemplated by this Agreement, which insurance, at a minimum, shall provide coverage with limits of liability not less than Five Million Dollars (\$5,000,000.00) per occurrence in the aggregate at the commencement of the term hereof, and the Proponent shall satisfy the County, from time to time upon reasonable request by the County, that the premiums of such insurance have been paid and that such insurance is in full force and effect.

| ~~3.3.2~~ Prior to the commencement of any Work, the Proponent and the County shall document, by means of video recording or another means satisfactory to the County acting reasonably, the then-existing condition of all Road Allowances and structures that the Proponent expects will or may be used for or subject to such Work, and both Parties shall receive a complete copy of such document.

| ~~3.3.3~~ Immediately following the Commercial Operation Date, and also at a date no earlier than twelve (12) months following the Commercial Operation date a post condition survey, subject to the same conditions as outlined in section 3.2, shall be completed, and both Parties shall receive a complete copy of such document.

3.4 Prior to the commencement of any Work, the Proponent shall provide security in favour of the County in the amount of two hundred and fifty thousand dollars (\$250,000) to guarantee the Proponent's performance of its obligations under subsection 4.4 and 4.5 hereof. The County shall have the right to draw upon the security for the purpose of making repairs to the Road Allowances if the Proponent has failed to meet its obligations in subsection 4.4 and 4.5 of this Agreement. The County shall refund or release any undrawn security to the Proponent no later than twelve (12) months after the Commercial Operation Date, and the successful review of the post condition surveys and completion of required repair work. The Parties agree that the security may be in the form of a letter of credit issued by a Canadian chartered bank, a performance bond, or other security acceptable to the County acting reasonably.

3.5 Where it is deemed preferable to the County, that the repair work is best incorporated into the costs of a larger restoration or reconstruction project, the costs of the repair work are to be agreed upon by the parties and paid to the County.

#### **4. Work Generally**

4.1 Notwithstanding and without limiting any other term hereof, the Proponent agrees and undertakes that it will perform the Work at its own expense in accordance with and compliance with good engineering practices, any applicable Plans as defined herein approved by the County, this Agreement and Applicable Law.

| ~~4.4.2~~ The Proponent further agrees to use reasonable efforts to undertake and complete all Work so as to avoid unnecessary adverse impacts on public use of the Road Allowances.

| ~~4.4.3~~ Notwithstanding and without limiting any other term hereof, the Parties acknowledge that the Work from time to time may require the temporary modification of traffic patterns or the imposition of temporary restrictions on public access to or use of the Road Allowances ("Traffic Effects"). The Proponent agrees to:

- (a) give five (5) days notice of anticipated Traffic Effects to the County and affected residents and to coordinate with the County and local emergency services to minimize and mitigate any adverse impacts of the Traffic Effects and to ensure public safety; and

| ~~(a)~~(b) use commercially reasonable efforts to maintain adequate public access to and use of the Road Allowances while Work is in progress and to remove the Traffic Effects as soon as reasonably possible following the completion of the Work.

4.4 The Proponent further agrees that, in the event that it becomes necessary to break, remove, or otherwise pierce the existing surface of any of the Road Allowances or any other municipal lands to undertake any Work, the Proponent will in all cases repair, reinstate and restore such surface to the same or better condition which existed prior to the commencement of such Work and, further thereto, the Proponent also agrees that it shall thereafter, for a period of twelve (12) months following the Commercial Operation Date, monitor that portion of such restored Road Allowances, at the sole expense of the Proponent, and repair any settling thereof caused by the Work, to the satisfaction of the County, acting reasonably.

4.5 The Proponent shall be liable at all times for the repair, to the reasonable satisfaction of the County, of any damage to the Roads caused by the Proponents use. Any repairs undertaken shall restore the road surface to the same or better condition it was in immediately prior to the use of the Road. The Proponent shall, providing that the weather and weather-related conditions permit, complete these repairs within five (5) business days of being notified by the County of the need for such repairs.

| ~~4.5.4.6~~ The Proponent agrees to make reasonable efforts to rely on the County road maintenance staff to implement measures to mitigate the Traffic Effects pursuant to subsection 4.3 of this Agreement and to repair, reinstate and restore the Road Allowances pursuant to subsection 4.4 of this Agreement, and the Proponent agrees to reimburse the County for the reasonable costs of any such work conducted by the County staff, including the County staff and supervisory time, materials and contracted services.

| ~~4.5.4.7~~ The Parties agree to cooperate with each other and with local emergency services to develop and adopt protocols applicable in the event of an emergency involving the Electrical Infrastructure or the Work.

| ~~4.5.4.8~~ Notwithstanding any other provision of this Agreement, in the event of any Emergency involving the Work or Electrical Infrastructure, the Proponent shall notify the local emergency services immediately upon becoming aware of the situation and shall do all that is necessary and desirable to control the Emergency, including such work in and to the Electrical Infrastructure or the Road Allowances as may be required for the purpose. The Proponent shall be responsible for all costs associated with such Emergencies.

| ~~4.5.4.9~~ Notwithstanding the foregoing, the Proponent shall not be required to carry out and shall not be responsible for any costs associated with any maintenance, repairs or restoration of the Road Allowances other than as set out in this Agreement.

## 5. Installation Work

5.1 Prior to the commencement of Installation Work, the Proponent shall file detailed plans with the County not less than fifteen (15) days prior to commencement of such Installation Work that identify the location, size, elevation and scope of the Installation

Work and demonstrate that the Installation Work will comply with applicable safety, technical and regulatory standards and the requirements of Applicable Law (the "Plans").

~~5.4~~5.2 The County, acting reasonably and with diligence, shall review the Plans either approve the Plans or advise the Proponent in writing of any modifications or amendments to the Plans that the County may seek and the reasons therefore. During its review of the Plans the County shall be entitled to take into consideration any specific municipal or engineering interests affected by the Plans.

~~5.4~~5.3 The Proponent shall not proceed with the Installation Work before receiving:

(a) written approval of the Plans from the County, which approval shall not be unreasonably delayed, conditioned or withheld; and

~~(a)~~(b) approval to proceed with the Installation Work from any other Public Authority having jurisdiction over the Installation Work, to the extent that Applicable Law requires such approval prior to the commencement of Installation Work.

5.4 Prior to commencing Installation Work., the Proponent agrees to coordinate with any other person, entity or body operating any equipment, installations, utilities or other facilities within the Road Allowances or in the immediate vicinity of the Road Allowances where Installation Work is to be conducted, of the details of the anticipated Installation Work so as to minimize the potential interference with or damage to such existing equipment, installations, utilities, and other facilities by the said Installation Work and so as to maintain the integrity and security thereof.

~~5.4~~5.5 The Proponent further agrees to commence, perform and complete the Installation Work in accordance with the Plans for such Installation Work approved by the County in all material respects.

~~5.4~~5.6 In the event that physical features of the Road Allowances or other obstacles or circumstances frustrate the ability of the Proponent to complete the Installation Work in compliance in all material respects with the Plans approved by the County, or render compliance in all material respects with the Plans commercially unreasonable, the Proponent agrees to revise the relevant Plans and submit such revised Plans for review by the County. The County agrees to expedite the review of such revised Plans and shall not unreasonably condition or withhold its approval of such revised Plans.

~~5.4~~5.7 The Proponent agrees to deposit as-built drawings and plans with the County within one hundred eighty (180) days after the Commercial Operation Date showing the location and specifications of any Electrical Infrastructure installed over, along, across, under or within the Road Allowances and the location and specifications of any Entrances constructed pursuant to this Agreement.

## **6. Transmission Work**

6.1 The Parties acknowledge and agree that the Proponent, when undertaking the Transmission Work, will install Electrical Infrastructure, excluding Electrical

Infrastructure greater than fifty kilovolts (50 kV), below-grade within the Road Allowances except where the Proponent in consultation with the County identifies environmental, topographical or other obstacles that require the installation of poles or other above-grade Electrical Infrastructure to permit the transmission of electricity over, around or across the obstacle. Any Plans submitted by the Proponent in connection with Transmission Work shall identify the locations in which the Proponent proposes to install above-grade Electrical Infrastructure and shall set out the reasons therefore. Electrical Infrastructure greater than fifty kilovolts (50 kV) within the Road Allowances may be installed above grade.

| ~~6.1~~6.2 The Proponent further agrees to make commercially reasonable efforts to install the Electrical Infrastructure:

(a) in appropriate locations between the outer limit of the travelled portion of the relevant Road Allowance and the property line of the Road Allowance;

| ~~(a)~~(b) at appropriate depths and/or elevations within the relevant Road Allowance so as to avoid conflicts with other existing infrastructure; and

| ~~(a)~~(c) in consistent locations within the Road Allowances such that the number of road crossings is minimized.

6.3 The Proponent acknowledges and agrees that its rights under this Agreement to install Electrical Infrastructure over, along, across, within or under the Road Allowances are subject to the following rights:

(a) the right of free use of the Road Allowances by all persons or parties otherwise entitled to such use;

| ~~(a)~~(b) the rights of the owners of the property adjoining any relevant Road Allowance to full access to and egress from their property and adjacent rights-of-way, highways, streets or walkways and the consequential right of such persons or parties to construct crossings and approaches from their property to any such right-of-way, highway, street, or walkway, subject to any necessary approvals from Public Authorities; and

| ~~(a)~~(c) the rights and privileges that the County may have previously granted to any other person or party to such Road Allowance or lands.

6.4 The Proponent agrees at its sole expense to:

(a) mark the location of Electrical Infrastructure installed by the Proponent within the Road Allowances with appropriate markings;

| ~~(a)~~(b) participate in the "Ontario One Call" system to facilitate ongoing notice to the public of the location of the Electrical Infrastructure; and



~~(a)~~(c) upon request of the County through its officials or authorized agents, or otherwise, properly and accurately identify the location of any Electrical Infrastructure within the County, such reports to identify the depth of the relevant portion of the Electrical Infrastructure, such request to be made in writing to the Proponent with advance notice of ten (10) business days prior to the County or a third party commencing work that may conflict with the Electrical Infrastructure.

6.5 The Parties agree and acknowledge that the Proponent shall be entitled to relocate installed Electrical Infrastructure or Entrances on its own initiative by complying with the terms of this Agreement respecting Installation Work.

6.6 In the event that the County, acting reasonably and with diligence, deems it necessary for the County or the County's agents or contractors to modify or change the location of any part of the installed Electrical Infrastructure or Entrances (the "Relocation"), the required Installation Work shall be conducted by the Proponent, within a reasonable period of time, in accordance with the terms of this Agreement respecting Installation Work, and the County shall reimburse the Proponent 100% of its costs involved for such modifications or relocations.

6.7 If the provisions of Section 6.6 are triggered as a result of the County's compliance with a legislative requirement, Ministerial order or such other law or order of a body which has the ability to force the County to act, then all costs of the alteration or relocation of the installed Electrical Infrastructure system shall be 50% responsibility of the Proponent and 50% responsibility of the County.

~~6.7.6.8~~ Where any part of the installed Electrical Infrastructure relocated in accordance with Section 6.6 is located on a bridge, viaduct or structure, the Proponent shall modify or relocate that part of the Electrical Infrastructure at its sole expense.

## 7. Repair Work

7.1 The Proponent shall be entitled to conduct Repair Work without prior approval of the County provided that:

(a) all Repair Work complies with the requirements of Sections 4 and 9 of this Agreement; and

~~(a)~~(b) the Proponent gives at least five (5) days notice to the County that Repair Work will occur if such Repair Work:

(i) will have or is likely to have Traffic Effects;

~~(i)~~(ii) will involve or is likely to involve Tree Work as defined hereinafter; or

~~(i)~~(iii) could present a danger to public health and safety.

~~(i)~~(iv) is located in the Right of Way

## 8. Entrances and Entrance Work

8.1 Subject to the limitation in subsection **Error! Reference source not found.** below, the County agrees to clear snow from and otherwise maintain and repair the Road Allowances so as to permit adequate vehicular access from the Road Allowances to the Entrances to access roads leading to Wind Project infrastructure. Schedule "A" to this Agreement identifies the Road Allowances that the County agrees to maintain.

| ~~8.1.2~~ The County confirms and acknowledges that to the extent it approves Entrance Work, any new Entrance constructed by the Proponent pursuant to this Agreement shall be considered part of the Road Allowances, and Schedule "A" shall be amended accordingly and the provisions of the Agreement shall apply, *mutatis mutandis*, to such Entrance.

## 9. Tree Work

9.1 In the event that the Proponent, acting reasonably, deems it necessary for purposes of undertaking and completing Work, to cut, trim or remove trees or bushes growing in the Road Allowances ("Tree Work"), the Proponent shall be entitled to conduct necessary Tree Work provided the Proponent makes reasonable efforts to minimize the amount of Tree Work. In the event that trees are removed from within the Road Allowances, the Proponent agrees, at its sole expense, to remove the tree stump to a level below grade and to restore and remediate the surface of the Road Allowance in accordance with subsection 4.4 of this Agreement.

| ~~9.1.2~~ In the event that Tree Work involves removal of trees from the Road Allowance, the Proponent shall offer, in writing, to the adjacent landowner to replace, at the Proponent's sole expense, such trees in accordance with the following protocol:

(a) Trees below 7.5 cm dbh (diameter at breast height) will not be replaced;

| ~~(a)(b)~~ Trees 7.5 cm dbh or greater but less than 15 cm dbh will be replaced at a ratio of two (2) trees for each tree removed;

| ~~(a)(c)~~ Trees 15 cm dbh or greater but less than 30 cm dbh will be replaced at a ratio of three (3) trees for each tree removed; and

| ~~(a)(d)~~ Trees greater than 30 cm dbh will be replaced at a ratio of five (5) trees for each tree removed.

9.3 Written offers to replace trees pursuant to subsection 9.2 of this Agreement shall include a schedule of available tree species, and landowners receiving said offer shall be entitled to select from this schedule the tree species or mix of tree species they wish to receive as replacement trees.

| ~~9.3.4~~ In the event that an affected landowner does not wish to receive replacement trees, the Proponent may, in its sole discretion, offer such trees to other neighbouring landowners or may cooperate with the County to find suitable alternative locations for such trees within the County.

**10. Abandonment and Decommissioning of Electrical Infrastructure**

- 10.1 During the term of this Agreement, the Parties agree that the Proponent may elect to permanently discontinue the use of (“Abandon”) any part of the Electrical Infrastructure on at least sixty (60) days prior written notice of such abandonment to the County specifying the part of the Electrical Infrastructure to be abandoned and the date when the abandonment will occur.
- 10.2 If the Proponent abandons any part or all of the Electrical Infrastructure, the Proponent shall have the right to remove such part of its Electrical Infrastructure as has been abandoned, but if the Proponent does not remove the Electrical Infrastructure that has been abandoned, the Proponent shall deactivate all abandoned Electrical Infrastructure and certify to the County that such Electrical Infrastructure has been deactivated within sixty (60) days of its abandonment. If the location of any such abandoned Electrical Infrastructure interferes with the location of any construction, alteration, work or improvement undertaken by the County, the County may remove and dispose of so much of the abandoned and deactivated part of the Electrical Infrastructure as the County may require for such purposes and neither Party shall have recourse against the other for any loss, expense or damages occasioned thereby.
- 10.3 If the Proponent decommissions part of its Electrical Infrastructure affixed to a bridge, viaduct or structure, the Proponent shall, at its sole expense, remove the part of its Electrical Infrastructure affixed to the bridge, viaduct or structure.

~~10.3~~ 10.4 Within one hundred and eighty (180) days after the date that this Agreement expires or otherwise terminates, the Proponent shall consult with the County in good faith to come to an agreement with respect to the decommissioning and removal or abandonment of any Electrical Infrastructure within the Road Allowances. The Parties agree that the principles for decommissioning articulated in the Decommissioning Report prepared for the Proponent’s “Renewable Energy Approval” application for the Project, the text of which is attached to this Agreement as Schedule “B”, will generally apply to Electrical Infrastructure within Road Allowances as well.

**11. Assignment**

11.1 The Proponent may not assign this Agreement without the written consent of the County, which shall not be unreasonably withheld, except that no consent shall be required for the Proponent to assign this Agreement to an affiliated or successor entity, or for purposes of securing indebtedness or other obligations respecting the Electrical Infrastructure or the Wind Project. The County acknowledges that a change in control of the Proponent shall not be considered an assignment by the Proponent of this Agreement or of any of the Proponent's rights and obligations under this Agreement.

~~11.1~~ 11.2 For greater certainty, the Proponent shall be entitled to assign this Agreement and all of its rights thereunder without the consent of the County to the Proponent’s lenders (“Secured Parties” or “Secured Party” as applicable) as security for the Proponent’s obligations to such Secured Parties which shall be further entitled to assign this

Agreement and the Proponent's rights thereunder in connection with an enforcement of their security.

~~11.1~~ 11.3 The Proponent shall be entitled, with the written consent of the County, which may not be unreasonably delayed, withheld or conditioned, to assign this Agreement to a transferee of the Wind Project other than an affiliated or successor company, and the Proponent shall thereupon be released from any and all obligations under this Agreement from and after the date of such assignment, provided that such assignee has agreed in writing with the County, in a form acceptable to the assignee and the County both acting reasonably, to be bound by the provisions of this Agreement from and after the date of the assignment.

## 12. **Default**

12.1 If a Party commits a breach of or omits to comply with any of the provisions of this Agreement (the "Defaulting Party"), the other Party (the "Complainant") may give the Defaulting Party notice in writing specifying the breach complained of and indicating the intention of the Complainant to terminate this Agreement unless the Defaulting Party shall have remedied the breach within the period mentioned in the notice, which period shall be not less than sixty (60) days. If the Defaulting Party shall have within such notice period commenced to remedy the breach and has diligently pursued the remedying thereof, the Defaulting Party shall be allowed one hundred and fifty (150) days after the expiry of the original notice period to remedy the breach. After the expiration of the later of the applicable periods, the Complainant may elect to terminate this Agreement or to remedy the breach in which case the Defaulting Party shall be liable for reimbursing to the Complainant the reasonable costs of completing said remedy.

~~12.1~~ 12.2 Notwithstanding any termination of this Agreement in accordance with Section 12.1, such termination shall not derogate from the Proponent's statutory right under the *Electricity Act, 1998* to construct and install Electrical Infrastructure over, under or on any public street or highway in the County deemed necessary by the Proponent for the purpose of its transmission or distribution system.

~~12.1~~ 12.3 Notwithstanding any other term or provision of this Agreement, if the Proponent's PPA expires or is terminated and not otherwise extended or renewed during the Term of this Agreement, and the Proponent acting diligently does not secure an adequate replacement market for the electricity generated by the Wind Project within ninety (90) days of the expiry or termination of the PPA, this Agreement shall, at the option of the Proponent, be terminated.

~~12.1~~ 12.4 Whenever, and to the extent that a Party will be unable to fulfil or will be delayed or restricted in the fulfillment of any obligation under any provision of this Agreement by reason of:

(a) strikes;

~~(a)~~ (b) lock-outs;

~~(a)~~(c) war or acts of military authority;

~~(a)~~(d) rebellion or civil commotion;

~~(a)~~(e) material or labour shortage not within the control of the affected Party;

~~(a)~~(f) fire or explosion;

~~(a)~~(g) flood, wind, water, earthquake, or other casualty;

~~(a)~~(h) changes in Applicable Law not wholly or mainly within the control of the affected Party, including the revocation by any Public Authority of any permit, privilege, right, approval, license or similar permission granted to the Proponent or the Wind Project;

~~(a)~~(i) any event or matter not wholly or mainly within the control of the affected Party (other than lack of funds or any financial condition of the parties hereto); or,

~~(a)~~(j) acts of God,

(in each case a “Force Majeure”)

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

### 13. Dispute Resolution

13.1 In the event that either Party provides the other Party with written notice of a dispute regarding the interpretation or implementation of this Agreement (a “Dispute”) then both Parties shall use their best efforts to settle the Dispute by consulting and negotiating with each other in good faith to reach a solution satisfactory to both Parties. However, if the Parties do not resolve the Dispute within thirty (30) days following receipt of such notice, then either Party may provide written notice to the other Party (the “Arbitration Notice”) requiring resolution by arbitration and thereafter the Dispute shall be referred to arbitration in accordance with the provisions of the *Arbitration Act, 1991*.

~~13.1~~13.2 The arbitration tribunal shall consist of one arbitrator appointed by mutual agreement of the Parties or, if the Parties fail to agree on an arbitrator within ten (10) days after receipt of the Arbitration Notice, then either Party may apply to a judge of the

Superior Court of Justice to appoint an arbitrator. The arbitrator shall be qualified by education and training to pass upon the matter to be decided.

- | ~~13.4~~ 13.3 The arbitration shall be conducted in English and shall take place in the County or another place mutually agreed upon by the Parties.
- | ~~13.4~~ 13.4 The arbitration award shall be given in writing and shall address the question of costs of the arbitration and all related matters. The arbitration award shall be final and binding on the Parties as to all questions of fact and shall be subject to appeal only with respect to matters of law or jurisdiction.
- | ~~13.4~~ 13.5 Except to the extent that a matter is specifically the subject of a Dispute, both Parties shall continue to observe and perform the terms and conditions of this Agreement pending the resolution of a Dispute.

#### **14. Further Assurances**

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

#### **15. Liability**

- 15.1 The Proponent hereby acknowledges that its performance of the Work and operation of the Electrical Infrastructure and Wind Project is entirely at its own risk and the County shall in no way and in no circumstances be responsible or liable to the Proponent, its contractors, agents, or customers for any damage or losses in consequence thereof, regardless of how such damage or loss was suffered or incurred, other than damage or loss arising out of the negligence of, intentional misconduct of, or a breach of this Agreement by the County, anyone directly or indirectly employed by the County or anyone for whose acts the County is in law responsible.
- 15.2 The Proponent will defend, indemnify and save harmless the County from and against all claims, liabilities, losses, and damages that the County may incur or suffer as a consequence of or in connection with the Work undertaken by the Proponent. Proponent shall not be required to defend, indemnify and save harmless the County for losses, damages, claims, demands, costs, including legal costs, expenses and/or other obligations or liabilities arising out of the negligence of, intentional misconduct by the County, or anyone directly or indirectly employed by the County. In the event of any claim, Proponent will select and pay for and provide legal counsel, and direct the provision of a full and complete legal defense to County, both at the trial court and appellate levels, unless either the County or Proponent believe in good faith, for reasons of conflict of interest or otherwise, that their interests would be better served by separate representation from more than one law firm, a single law firm. To the extent that more than one law firm is employed to defend the County and Proponent against any legal action in which both have been jointly sued, Proponent will continue to be responsible for the selection of and payment of fees to the law firms providing said defense. In cases of joint representation,

the County will be consulted with at all stages of any litigation up to and including disposition of any litigation, and shall have final say on any disposition of its rights. The County may not settle any claim, demand or other obligation or liability pursuant to this paragraph without the written consent of Proponent.

15.3 The Parties agree and acknowledge that no relationship is formed between the Parties in the nature of a joint venture, partnership, co-ownership arrangement or other similar relationship.

**16. Notice**

16.1 All notices, communications and requests for approval which may be or are required to be given by either party to the other herein shall be in writing and shall be given by delivery by courier or by facsimile addressed or sent as set out below or to such other address or facsimile number as may from time to time be the subject of a notice:

To the County:

THE CORPORATION OF THE COUNTY OF GREY  
c/o Lance Thurston, CAO  
595 9th Avenue East  
OWEN SOUND, ON. N4K 3E3  
ph: [REDACTED]

To the Proponent:

EAST DURHAM WIND, INC.  
ATTN: General Counsel  
700 Universe Blvd.  
Juno Beach, Florida 33408  
Phone: [REDACTED]

With a copy to:

EAST DURHAM WIND, INC.  
ATTN: Business Management  
700 Universe Blvd.  
Juno Beach, Florida 33408  
Phone: [REDACTED]

16.2 Any notice, if delivered by courier, shall be deemed to have been validly and effectively given and received on the date of such delivery and if sent by facsimile with confirmation of transmission, shall be deemed to have been validly and effectively given and received on the day it was received, whether or not such day is a business day.

**17. Governing Law**

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

**18. Foreign Corrupt Practices Act**

18.1 Notwithstanding anything to the contrary herein, County, in its administration of this Agreement, shall refrain from offering, giving or promising, directly or indirectly, money or anything of value to a Canadian or foreign governmental official to influence the official in his or her official capacity, induce the official to do or omit to do an act in violation of his or her lawful duty, or to secure any improper advantage in order to assist in obtaining or retaining business for or with, or directing business to, any person. For the purposes of this Section, "anything of value" includes, but is not limited to, cash or a cash equivalent, discounts, gifts, use of materials, facilities or equipment, entertainment, drinks, meals, transportation, lodging, insurance benefits, or promise of future employment. "Governmental official" shall mean any person holding any level of legislative, administrative, or judicial office of the Canadian or a foreign government or any of its departments or agencies or divisions; any person acting on behalf of the Canadian or a foreign government, including a local or provincial agency, enterprise, or organization; any official or agent of a Canadian or a foreign public administration or publicly funded organization; any official of a Canadian or a foreign political party; any officer or agent of a public international organization (e.g., World Bank, International Monetary Fund, World Health Organization, United Nations, World Trade Organization); or any relatives or close family/household members of any of those listed above.

**19. Miscellaneous**

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

| ~~19.1~~ 19.2 This Agreement and the rights granted hereunder are and shall be of the same force and effect, to all intents and purposes, as a covenant running with the Road Allowances and these presents, including all of the covenants and conditions herein contained, shall extend, be binding upon and enure to the benefit of the County and the Proponent, and their respective successors and permitted assigns, as the case may be. The Parties hereby acknowledge and agree that the purpose of the rights granted herein is for the transmission or distribution of electricity within the meaning of the *Electricity Act, 1998*.

| ~~19.1~~ 19.3 Each obligation of the Parties hereto contained in this Agreement, even though not expressed as a covenant, is considered for all purposes to be a covenant.

| ~~19.1~~ 19.4 The invalidity or unenforceability of any provision or covenant contained in this Agreement shall affect the validity or enforceability of such provision or covenant only and any such invalid provision or covenant shall be deemed to be severable from the



balance of this Agreement, which shall be enforced to the greatest extent permitted by law.

| ~~19.4~~ 19.5 Each covenant in this Agreement is a separate and independent covenant and a breach of covenant by either Party will not relieve the other Party from its obligation to perform each of its covenants, except as otherwise provided herein.

| ~~19.4~~ 19.6 No supplement, modification, amendment, or waiver of this Agreement shall be binding unless executed in writing by the Parties.

19.7 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario irrespective of any conflict of laws provisions.

**(SIGNATURES ARE ON THE FOLLOWING PAGE)**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date stated at the top of this Agreement.

**THE COUNTY OF GREY**

\_\_\_\_\_  
Name:  
Title

\_\_\_\_\_  
Name:

Title:

I HAVE THE AUTHORITY TO BIND THE CORPORATION

**THE PROPONENT  
EAST DURHAM WIND, INC.**

---

Name:

Title:

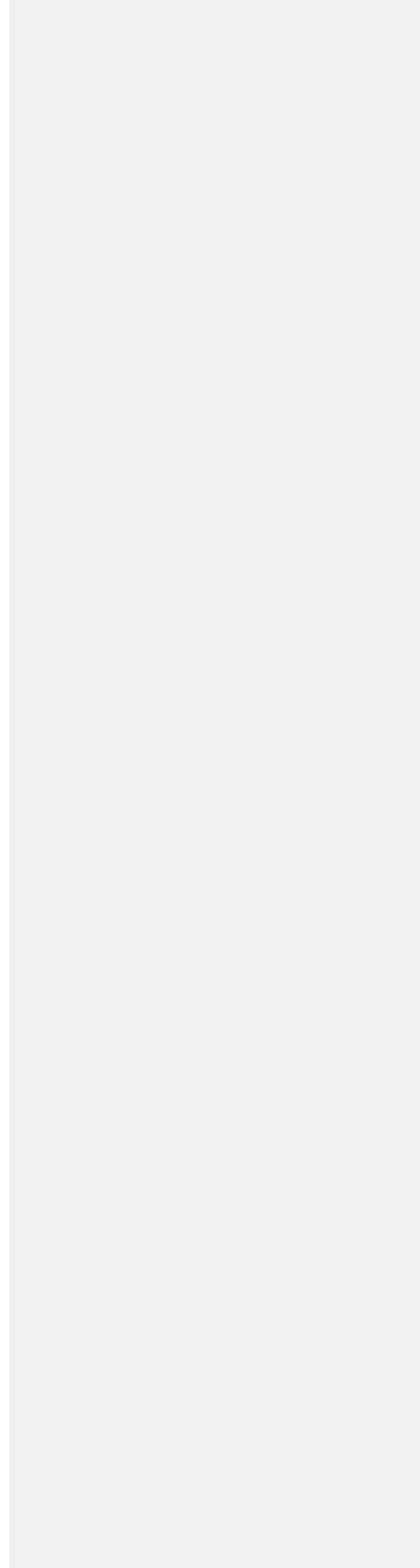
I HAVE THE AUTHORITY TO BIND THE CORPORATION

DRAFT

**SCHEDULE "A"**

Plan showing applicable Road Allowance and Entrances from Road Allowances to access roads leading to Wind Project turbines.

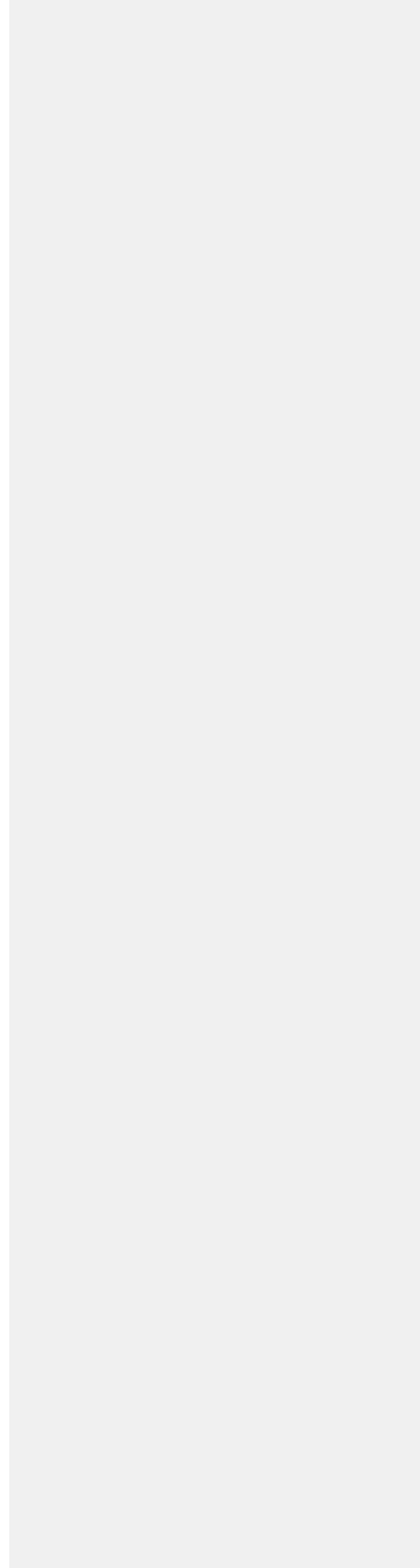
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**SCHEDULE "B"**

Decommissioning Report prepared for the Proponent's "Renewable Energy Application" for the Project

DRAFT



**APPENDIX 'B'**

**MAPS OF PROPOSED DISTRIBUTION SYSTEM LOCATION**



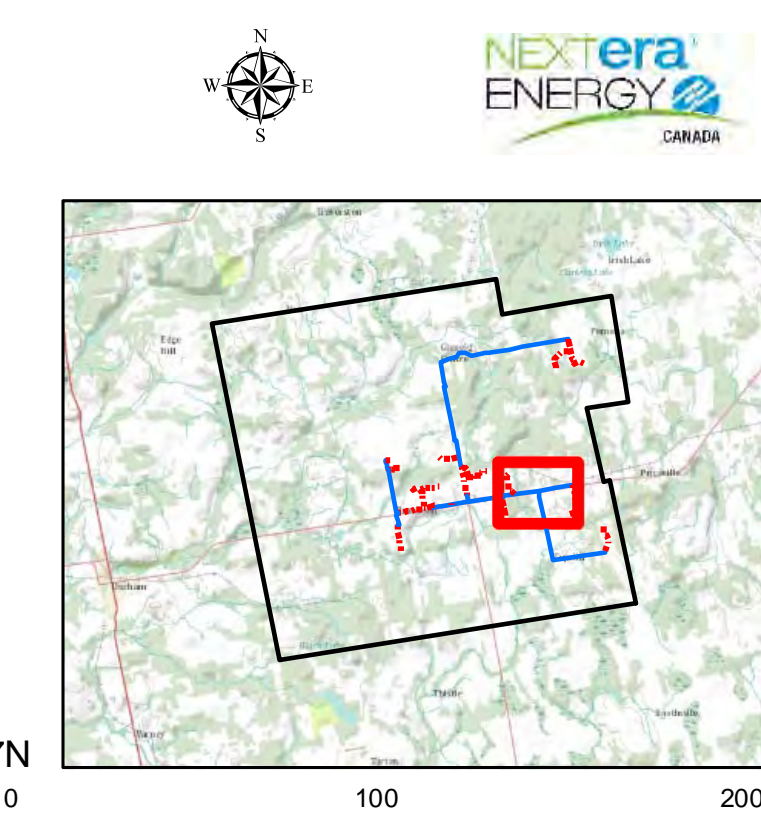
Segment Length: 1049 Meters

Segment Length: 982 Meters

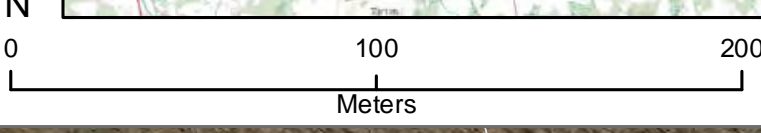
**Legend**

- Turbine Location
- Collection - ROW
- - - Collection - Private
- Other Road
- County Road
- Provincial Road
- Parcel Boundaries

**East Durham**



Date: 10/11/2013  
 PROPRIETARY AND CONFIDENTIAL  
 Projection: NAD\_1983\_UTM\_Zone\_17N  
 Datum: NAD 83  
 Provided for general visual reference



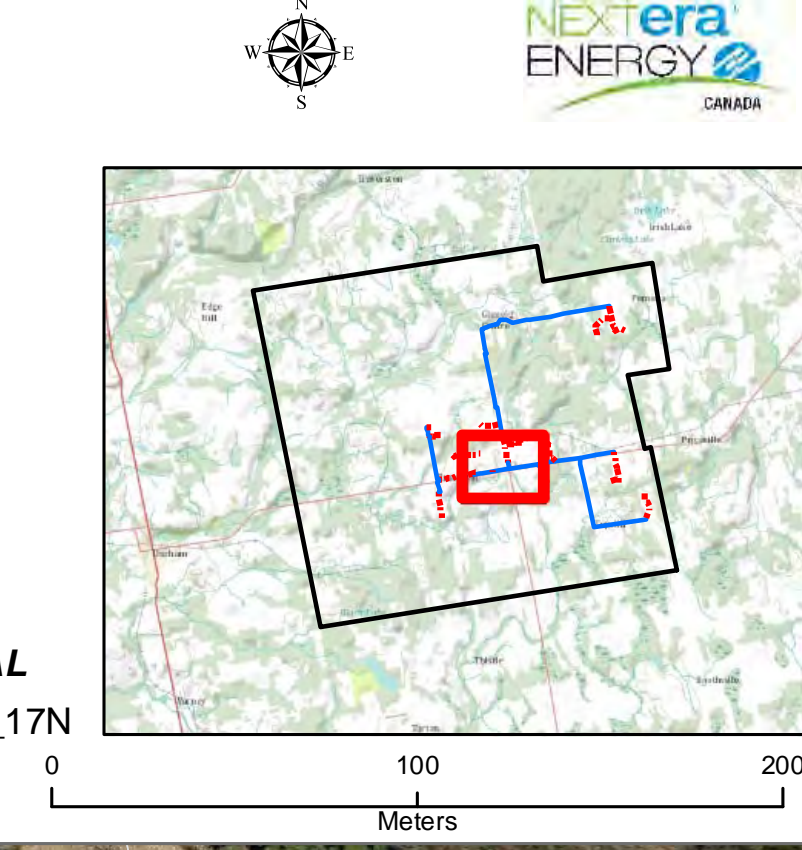


**Legend**

- Turbine Location
- Collection - ROW
- - - Collection - Private
- Other Road
- County Road
- Provincial Road
- Parcel Boundaries

Date: 10/11/2013  
 PROPRIETARY AND CONFIDENTIAL  
 Projection: NAD\_1983\_UTM\_Zone\_17N  
 Datum: NAD 83  
 Provided for general visual reference

**East Durham**



PIN: 372390071

PIN: 372390072

PIN: 372390073

PIN: 372390074

PIN: 372290189

PIN: 372290188

PIN: 372290190

PIN: 372390075

PIN: 372390161

PIN: 372290202

PIN: 372390077

PIN: 372390078

PIN: 372390079

PIN: 372390082

PIN: 372390130

PIN: 372290203

PIN: 372390080

PIN: 372290204

PIN: 372290201

PIN: 372290198

PIN: 372290178

PIN: 372290179

PIN: 372290182

PIN: 372290187

Grey Road 2

Grey Road 4

Grey Road 2

The Glen Road

Segment Length: 1043 Meters

Segment Length: 851 Meters

4

5

6

7

## **CHRONOLOGY OF EVENTS**

1 Further to section 41(9) of the Electricity Act, East Durham has sought to reach an agreement  
2 with the County as to the location of the Distribution System within the Road Allowances.  
3 Although East Durham is under no statutory obligation to formalize such agreement by  
4 executing the Proposed Agreement, it has sought, as is commonplace in Ontario, to define its  
5 rights and responsibilities in this form.

6 To date, although the County has not expressly rejected the Proposed Agreement or the proposed  
7 location of the Distribution System within the Road Allowances, the County has failed to  
8 respond constructively to the Applicant's overtures. Instead, the County has put forward, and  
9 then retracted, various forms of road use agreements that do not speak to the location of the  
10 Distribution System within the Road Allowances. Most recently, the County has put forward a  
11 draft template agreement that again does not address the location of the Distribution System, but  
12 that instead runs contrary to the rights of distributors under the Electricity Act. Under this draft  
13 template agreement, the County would retain the authority, in its sole discretion, to approve and  
14 modify the location of the Distribution System within the Road Allowances, even though section  
15 41(9) requires the County and East Durham to agree to such location. The result of these events,  
16 which are described in detail below, is a fundamental inability of the parties to reach an  
17 agreement regarding the location of the Distribution System in the Road Allowances.

18 This chronology is set out in two parts. The first demonstrates County's publicly stated position  
19 on wind energy development. The second outlines the key events resulting in the parties'  
20 inability to reach an agreement regarding the location of the Distribution System within the Road  
21 Allowances.

### **22 Part I – Council Position on Wind Energy Development**

- 23 • On November 24, 2009, County Council passed a motion regarding a moratorium on  
24 wind turbine construction (Exhibit B, Tab 5, Schedule 1, Appendix A, pp. 2, 4-6).



- 1 • On February 7, 2012, County Council passed a motion supporting the Arran Elderslie  
2 motion regarding a moratorium on wind turbine construction (Exhibit B, Tab 5, Schedule  
3 1, Appendix B, p. 2).
- 4 • On July 17, 2012, the County’s Planning and Community Development Committee  
5 passed motions (i) supporting a May 31, 2012 Township of West Lincoln resolution  
6 regarding non-support of industrial wind turbine applications and (ii) supporting a June  
7 27, 2012 Municipality of Meaford resolution regarding non-support of industrial wind  
8 turbine applications in the Municipality of Meaford (Exhibit B, Tab 5, Schedule 1,  
9 Appendix C, p. 7). On August 7, 2012, County Council adopted the July 17, 2012  
10 recommendations of the County’s Planning and Community Development Committee  
11 (Exhibit B, Tab 5, Schedule 1, Appendix D, p. 5). In August 2012, County Council also  
12 endorsed the June 27, 2012 Municipality of Meaford resolution regarding non-support of  
13 industrial wind turbine applications in the Municipality of Meaford (see Exhibit B, Tab 5,  
14 Schedule 1, Appendix E, p. 4).
- 15 • On March 5, 2013, County Council passed a resolution requesting that the Province of  
16 Ontario place a “freeze/moratorium” on any further development of industrial wind  
17 turbines until further study and research is conclusive as to human health impacts  
18 (Exhibit B, Tab 5, Schedule 1, Appendix F, p. 7).
- 19 • On July 2, 2013, County Council passed a resolution which, among other things,  
20 requested that the Provincial Government grant an unwilling host municipality the  
21 authority to deny wind energy development through the passage of a by-law or by power  
22 of a veto (Exhibit B, Tab 5, Schedule 1, Appendix G, pp. 5-6). It sent a copy of this  
23 resolution to the Ontario Premier’s office on July 5, 2013 (Exhibit B, Tab 5, Schedule 1,  
24 Appendix H).

25 **Part II – Key Events Resulting in the Parties’ Inability to Agree to the Location of the**  
26 **Distribution System Within the Road Allowances**

27 To summarize the events below, East Durham has conducted considerable environmental,  
28 technical and related studies to determine the routing of its Distribution System. As part of the  
29 routing exercise, and in accordance with its statutory rights, East Durham determined that a  
30 portion of the Distribution System would be located within the Road Allowances. In  
31 determining this routing, East Durham consulted extensively with the County and, in doing so,  
32 attempted to ensure that the County would not be prejudiced by the location of the Distribution  
33 System. In fact, as discussed in Exhibit B, Tab 6, Schedule 1, East Durham’s proposed location  
34 for the Distribution is consistent with the County’s policy for locating utilities within its Road

1 Allowances. As the Distribution System routing was being finalized, East Durham commenced  
2 its efforts to negotiate the Proposed Agreement. Since that time, the County has not  
3 constructively engaged East Durham on the location of the Distribution System within the Road  
4 Allowances. This has resulted in an inability of the parties to agree to the location of the  
5 Distribution System, which has given rise to the present application. The key events are as  
6 follows:

- 7 • On October 25, 2012, East Durham sent a copy of the Proposed Agreement to the County  
8 in preparation for an upcoming meeting between the parties. As indicated in Exhibit B,  
9 Tab 4, Schedule 1, the Proposed Agreement contained a proposal for the location of the  
10 Distribution System within the Road Allowances (see Exhibit B, Tab 5, Schedule 1,  
11 Appendix I and Exhibit B, Tab 4, Schedule 1, Appendix A).
- 12 • On November 19, 2012, East Durham held a meeting with the County at which the  
13 Proposed Agreement was discussed, among other things (Exhibit B, Tab 5, Schedule 1,  
14 Appendix J).
- 15 • On January 16, 2013, East Durham met with County transportation staff at County  
16 offices to discuss the Proposed Agreement, among other things (Exhibit B, Tab 5,  
17 Schedule 1, Appendix K).
- 18 • On January 31, 2013, the County sent a completed Municipal Consultation Form to East  
19 Durham, which indicated its intention to work with East Durham to execute a road use  
20 agreement (referred to as a “servicing agreement” in the County’s notes) (Exhibit B, Tab  
21 5, Schedule 1, Appendix L).
- 22 • On March 15, 2013, East Durham met with County Transportation Services Department  
23 Managing Engineer and the Municipality of West Grey at the West Grey offices (Exhibit  
24 B, Tab 5, Schedule 1, Appendix M). At this meeting, County representatives indicated  
25 that the County desired to use a different form of road use agreement, which was in the  
26 process of being approved by the County and would be sent to East Durham.
- 27 • On April 8, 2013, East Durham sent an email to the County inquiring as to the status of  
28 the County draft road use agreement, which was mentioned in the March 15, 2013  
29 meeting. East Durham did not receive a response and sent a follow-up email to the  
30 County on April 18, 2013 (Exhibit B, Tab 5, Schedule 1, Appendix N). East Durham  
31 also did not receive a response to its April 18, 2013 email.
- 32 • On May 3, 2013, East Durham sent an email to follow up with the County regarding the  
33 new form of road use agreement proposed by the County, which had not been received.  
34 East Durham offered to arrange an in-person meeting with the County to discuss the

- 1 agreement or anything else that may help advance it (Exhibit B, Tab 5, Schedule 1,  
2 Appendix O).
- 3 • On May 6, 2013, the County indicated that its final form of agreement would be sent to  
4 the County's solicitor the next week (Exhibit B, Tab 5, Schedule 1, Appendix P).
  - 5 • On May 16, 2013, the County indicated that it was still working through the form of  
6 agreement (Exhibit B, Tab 5, Schedule 1, Appendix Q).
  - 7 • On May 23, 2013, East Durham further refined its proposed location for the Distribution  
8 System within the Road Allowances by sending a number of road use-related documents,  
9 diagrams and cross-sections to the County in anticipation of the upcoming draft road use  
10 agreement to be provided by the County. These documents and diagrams included  
11 information regarding East Durham's desired locations for collection systems in the  
12 County right-of-ways and its proposed equipment delivery (i.e. heavy haul) routes  
13 (Exhibit B, Tab 5, Schedule 1, Appendix R).
  - 14 • On May 23, 2013, the County indicated that the draft road use agreement had been sent to  
15 the County's solicitor (Exhibit B, Tab 5, Schedule 1, Appendix S).
  - 16 • On June 3, 2013, East Durham sent an email to the County inquiring as to the status of  
17 the County's new form of road use agreement, which had not been received (Exhibit B,  
18 Tab 5, Schedule 1, Appendix T). East Durham did not receive a response to this email.
  - 19 • On June 20, 2013, the County sent an example of a form of road use agreement to Rob  
20 Cascaden of IBI Group, a consultant retained by East Durham (Exhibit B, Tab 5,  
21 Schedule 1, Appendix U). This example agreement did not speak to the proposed  
22 location of the Distribution System within the Road Allowances. For clarification, this  
23 example agreement was not the form of road use agreement that the County had promised  
24 to send to East Durham, but which East Durham had not yet received.
  - 25 • On June 27, 2013, East Durham sent an email to the County inquiring as to the status of  
26 the County's new form of road use agreement. The County's Engineering Manager  
27 responded that he would be modifying the County's current form of agreement (for fibre)  
28 to suit East Durham's case but was unsure regarding dates (Exhibit B, Tab 5, Schedule 1,  
29 Appendix V).
  - 30 • On July 9, 2013, the County sent a draft form of road use agreement to East Durham  
31 (different from the example agreement sent to Rob Cascaden on June 20, 2013), which it  
32 noted was being finalized by the County Clerk's department and was still subject to  
33 Council approval (Exhibit B, Tab 5, Schedule 1, Appendix W). This example agreement  
34 did not speak to the proposed location of the Distribution System within the Road  
35 Allowances.

- 1 • On August 14, 2013, East Durham provided comments on and suggested changes to the  
2 draft form of road use agreement provided by the County to East Durham on July 9,  
3 2013. East Durham requested an opportunity to meet with the County to discuss the  
4 comments and the draft form of agreement within the following two weeks. East  
5 Durham also questioned whether the draft form of road use agreement sent to East  
6 Durham’s consultant Rob Cascaden of IBI Group on June 20, 2013 was in fact the  
7 County’s preferred form of road use agreement, noting that the June 20, 2013 document  
8 appeared to be a more appropriate starting point for the agreement (Exhibit B, Tab 5,  
9 Schedule 1, Appendix X).
- 10 • On August 26, 2013, the County sent an email to East Durham indicating that the “utility  
11 road use template” was with the County solicitor and should be completed shortly  
12 (Exhibit B, Tab 5, Schedule 1, Appendix Y).
- 13 • On September 4, 2013, East Durham sent an email to the County regarding the comments  
14 provided on the draft form of road use agreement and repeating its question regarding the  
15 County’s preferred form of agreement. East Durham requested a meeting with the  
16 County in the following week (Exhibit B, Tab 5, Schedule 1, Appendix Z).
- 17 • On September 9, 2013, East Durham sent a letter requesting a meeting with the County to  
18 discuss the proposed road use agreement, among other things, and requesting that the  
19 County propose acceptable meeting dates and times. The County proposed meeting on  
20 September 17, 2013 and East Durham agreed (Exhibit B, Tab 5, Schedule 1, Appendix  
21 AA).
- 22 • On September 10, 2013, the County’s Engineering Manager informed East Durham that  
23 he believe the County would be cancelling the upcoming meeting between the parties.  
24 Among other things, he noted that the road use agreement was back with the County’s  
25 solicitor and that a meeting would likely not be effective until the agreement template  
26 was finalized. Representatives of East Durham discussed via telephone with the  
27 County’s Engineering Manager and confirmed the September 17, 2013 meeting (Exhibit  
28 B, Tab 5, Schedule 1, Appendix BB).
- 29 • On September 17, 2013, East Durham and the County met to discuss the proposed road  
30 use agreement, among other things. At this meeting, the County confirmed that its  
31 preferred road use agreement would be a new form of agreement that had not yet been  
32 provided to East Durham, but which would apparently be based on a form of agreement  
33 for fibre-optic cables in road right-of-ways. The County noted that this new form of  
34 agreement was with the County solicitor for review. East Durham requested another  
35 meeting take place within the following 10 days that would include the County  
36 Transportation Director, the County solicitor and any other County representative with  
37 input into the items discussed, including the proposed new form of road use agreement.  
38 East Durham requested that the County propose acceptable meeting dates and times by  
39 September 19, 2013 (Exhibit B, Tab 5, Schedule 1, Appendix CC).

- 1 • On September 23, 2013, East Durham sent a letter to the County requesting a meeting to  
2 discuss the Proposed Agreement, among other things, with the Director of Transportation  
3 Services, the County’s solicitor, and any other County representatives that would play a  
4 role in processing the Project’s road use agreement. East Durham suggested a range of  
5 potential dates over the following two weeks and requested a response from the County  
6 by September 25, 2013. The County responded that the County Transportation Director  
7 would contact East Durham (Exhibit B, Tab 5, Schedule 1, Appendix DD).
- 8 • Following a telephone call with the County’s Transportation Director on September 26,  
9 2013, East Durham sent an email to the County summarizing the call and requesting  
10 further discussion regarding the timeline for finalizing the County’s draft road use  
11 agreement. East Durham noted the Project’s impending construction schedule and  
12 indicated that, if the location of the Distribution System could not be agreed upon in the  
13 form of a road use agreement to be approved by County Council on November 5th, East  
14 Durham may be forced to bring an application to the Board to determine the location of  
15 the Distribution System within the Road Allowances (Exhibit B, Tab 5, Schedule 1,  
16 Appendix EE).
- 17 • On September 27, 2013, East Durham sent an email to the County requesting an on-site  
18 meeting to review and agree upon the proposed locations for the Distribution System  
19 within the Road Allowances. The email also attached drawings of the proposed  
20 Distribution System location and installation specifications (Exhibit B, Tab 5, Schedule  
21 1, Appendix FF).
- 22 • On September 29, 2013, East Durham spoke with a County representative regarding the  
23 Proposed Agreement. Following this discussion, East Durham sent a letter to the County  
24 on September 30, 2013 outlining certain issues that had been discussed and regarding  
25 which East Durham desired additional discussion and clarity. In particular, East Durham  
26 noted that it had been informed that (i) the County was in the process of developing  
27 another road use agreement template, and (ii) East Durham would not be permitted to  
28 review or comment on this template prior to it being brought before the County’s  
29 Transportation and Public Services (“TAPS”) committee (likely on October 17, 2013)  
30 and the County Council (likely on November 5, 2013). East Durham noted the urgent  
31 development timeline of the Project and requested that, once the template was finalized  
32 by the County’s solicitor, East Durham be given an opportunity review and provide input  
33 prior to it being put before the TAPS committee and County Council. If the County was  
34 unable to incorporate East Durham’s comments into a template that could be presented  
35 for Council’s approval on November 5, 2013, East Durham requested that the parties  
36 develop a standalone road use agreement that could be presented for approval on  
37 November 5, 2013 (Exhibit B, Tab 5, Schedule 1, Appendix GG).
- 38 • On October 1, 2013, County Council held a meeting, which was attended by a  
39 representative of East Durham. The Council did not address the issue of the location of  
40 the Distribution System within the Road Allowances at the meeting and appeared,

1 contrary to East Durham’s request in its September 30, 2013 letter, to be proceeding with  
2 the preparation of a generic template road use agreement without input from East  
3 Durham. As a result, East Durham sent a letter to the County on the evening of October  
4 1, 2013 expressing its concern with the County’s delay in addressing the matter and  
5 requesting to receive by October 3, 2013 a clear commitment and plan for expeditiously  
6 entering into an agreement with East Durham regarding the location of the Distribution  
7 System within the Road Allowances. East Durham noted that, failing the receipt of such  
8 commitment and plan, it would be forced to bring an application to the Board under  
9 Section 41(9) of the Electricity Act to determine the location of the Distribution System  
10 (Exhibit B, Tab 5, Schedule 1, Appendix HH).

- 11 • On October 3, 2013, East Durham’s counsel received a letter from the County’s counsel,  
12 which indicated that copies of the County’s draft forms of agreement for electricity  
13 distributors and transmitters and for transport of oversized or overweight cargo on  
14 County highways would be circulated for comment by October 8, 2013. The letter  
15 reiterated that the County intended to have the forms approved by County Council at the  
16 November 5, 2013 Council meeting. It also noted that the County would try to prepare  
17 “tailored agreements” for East Durham to be reviewed at TAPS on November 7, 2013  
18 and brought before Council on November 26, 2013 (Exhibit B, Tab 5, Schedule 1,  
19 Appendix II).
- 20 • On October 9, 2013, East Durham’s counsel received copies of the County’s draft forms  
21 for an Agreement for Electricity Distributors and Transmitters to Locate Structures,  
22 Equipment or Facilities on Grey County Highways (the “County Draft Form of Road Use  
23 Agreement”) and an Agreement permitting use of Grey County Highway to transport  
24 Over-sized/Over-weight Cargo (Exhibit B, Tab 5, Schedule 1, Appendix JJ). The County  
25 Draft Form of Road Use Agreement did not address the location of the Distribution  
26 System within the Road Allowances; rather, it contained provisions that would retain the  
27 County’s discretion to unilaterally determine and modify that location. Among other  
28 things, under the County Draft Form of Road Use Agreement:
  - 29 ○ East Durham would be required to submit the location of the Distribution System  
30 through an Encroachment Permit application to the County (s. 3.2);
  - 31 ○ the County’s Director would retain full discretion whether to approve the  
32 proposed location of the Distribution System (s. 3.2);
  - 33 ○ at the County’s sole discretion, East Durham could be required to enter into a  
34 separate “Road Occupancy Agreement”, the terms of which are not specified but  
35 which is intended to “impose[] more obligations on the third party than either an  
36 encroachment permit or entrance permit” (ss. 1 and 13.6);
  - 37 ○ the County, in its sole discretion, would have the ability, on demand and with 3  
38 months’ notice, to require East Durham (at its own expense) to remove, relocate  
39 or alter all or any part of the Distribution System (s. 9); and

- 1           ○ the County would be able to terminate the Agreement without cause on 6 months'  
2           notice and, within 60 days of termination, the Distribution System would have to  
3           be removed by East Durham (at its own expense) or it would become the property  
4           of the County (and potentially be removed by the County at East Durham's  
5           expense) (ss. 2 and 20.2).

6   Effectively, the County has refused, for approximately one year, to engage East Durham in  
7   discussions on where in the Road Allowances the Distribution System will be located. Despite  
8   East Durham's good faith efforts to initiate these discussions, the County has not provided  
9   comments regarding the Proposed Agreement or the proposed location for the Distribution  
10  System. Instead, the County has put forward, and then retracted, various forms of road use  
11  agreements that do not speak to the location of the Distribution System within the Road  
12  Allowances. Most recently, the County has put forward the County Draft Form of Road Use  
13  Agreement that again does not address the location of the Distribution System. Rather, under  
14  this draft template agreement, the County would retain the authority to unilaterally approve and  
15  modify the location of the Distribution System within the Road Allowances, even though section  
16  41(9) of the Electricity Act requires the County and East Durham to agree to such location.  
17  Contrary to its statutory obligation, the County has repeatedly failed to negotiate with East  
18  Durham and, as a result, the parties have been unable to reach an agreement regarding the  
19  location of the Distribution System within the Road Allowances.

**APPENDIX 'A'**

**MINUTES FROM NOVEMBER 24, 2009 COUNTY COUNCIL MEETING**



## **GREY COUNTY COUNCIL**

Tuesday November 24, 2009

Grey County Council met at the call of the Warden on the above date at 10:00 a.m. at the County Administration Building. The County Clerk called Council to order and Warden Kevin Eccles assumed the Chair.

Council opened with the Lord's Prayer.

The Roll was called by the Clerk with all members present except Councillor Maskell.

Gary Wood, Chief Administrative Officer, Sharon Vokes, County Clerk/Director of Council Services and Heather Morrison Deputy Clerk/Records Manager were also in attendance.

The following staff members were in attendance for the presentation of their respective reports:

Kevin Weppler, Director of Finance; Rod Wyatt, Director, Housing; Lynne Johnson, Director, Long Term Care; Barbara Fedy, Director, Social Services; Geoff Hogan, Director, Information Technology; Grant McLevy, Director, Human Resources; Janice McDonald, Director, Planning and Development and Gary Shaw; Director, Transportation and Public Safety.

### **DISCLOSURE OF PECUNIARY INTEREST**

There were no disclosures of pecuniary interest.

### **ADOPTION OF MINUTES**

Moved by: Councillor Barfoot

Seconded by: Councillor Traynor

**THAT the minutes of the November 3, 2009 Session of Grey County Council be adopted as circulated.**

Carried

### **BUSINESS ARISING FROM PREVIOUS MEETING**

There was no business arising from the previous meeting.

### **COMMUNICATIONS AND CORRESPONDENCE**

The Clerk presented correspondence and recommendations for its disposition as follows:

- Note of thanks for expression of sympathy-Glenn Young family (Transportation and Public Safety Employee)

Moved by: Councillor Fawcett

Seconded by: Councillor Milne

**THAT the disposition of Council correspondence as recommended by the Clerk be approved.**

Carried

### STAFF INTRODUCTION

Kathie Nunno was introduced to County Council as the new Administrative Assistant with the Clerk's Department. Kathie comes to the County from the Grey Bruce Regional Health Services, Owen Sound where she was a Clinical Secretary for many years.

A warm welcome was extended to Mrs. Nunno.

### NOTICE OF MOTION

Notice of Motion was given by Councillor Greig regarding a moratorium on wind turbine construction.

### PRESENTATION AND ADOPTION OF REPORTS

#### BOARD OF HEALTH

Council considered the minutes of the Board of Health and the Report of the Board.

Moved by: Councillor Anderson

Seconded by: Councillor Wright

**THAT the minutes of the Board of Health dated September 18 and October 16, 2009 and the Report to the Board dated November 20, 2009 be received.**

Councillor Greig requested a recorded vote.

In Favour- B. Pringle (3), D. Burley (5), G. Rogers (3), F. Richardson (6), M. Traynor (5), R. Lovell (9), A. Wright (9), D. Lewis (4), E. Anderson (6), D. McKinlay (5), D. Sullivan (6).

Opposed- H. Greig (4), A. Barfoot (6), B. Mullin (6), D. Fawcett (5), B. Milne (3), K. Eccles (6)

The motion was Carried 61 to 30.

### FINANCE AND PERSONNEL COMMITTEE

Council considered the minutes of the Finance and Personnel Committee.

Moved by: Councillor Milne

Seconded by: Councillor McKinlay

**THAT County Council do now go into closed session at 10:37 a.m. to discuss an item related to labour relations or negotiations relating to the**

**Collective Agreement with the Canadian Auto Workers' Union representing to employees at Rockwood Terrace;**

**AND THAT all staff remain in attendance.**

Carried

Moved by: Councillor Richardson

Seconded by: Councillor Burley

**THAT County Council do now return to open session at 10:46 a.m.**

Carried

Warden Eccles confirmed that only matters listed in the above resolution were discussed.

Moved by: Councillor Rogers

Seconded by: Councillor Sullivan

**THAT the minutes of the Finance and Personnel Committee dated November 10 and 24, 2009 and the recommendations contained therein be adopted as presented and engrossed in the minutes.**

Carried

#### TRANSPORTATION AND PUBLIC SAFETY COMMITTEE

Council considered the minutes of the Transportation and Public Safety Committee.

Moved by: Councillor Barfoot

Seconded by: Councillor Lewis

**THAT the minutes of the Transportation and Public Safety Committee dated November 5 and 19, 2009 and the recommendations contained therein be adopted as presented and engrossed in the minutes.**

Carried

#### PLANNING AND COMMUNITY DEVELOPMENT COMMITTEE

Council considered the minutes of the Planning and Community Development Committee.

Moved by: Councillor Traynor

Seconded by: Councillor Barfoot

**THAT the minutes of the Planning and Community Development Committee dated November 12 and 17, 2009 and the recommendations contained therein be adopted as presented and engrossed in the minutes.**

Carried

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BY-LAWS

Moved by: Councillor Greig

Seconded by: Councillor Richardson

**THAT By-Laws 4633-09 to 4634-09 and 4636-09 to 4638-09 inclusive be introduced and that they be taken as read a first and second time and that Council go into Committee of the Whole on these By-Laws.**

Carried

Councillor Burley assumed the Chair in Committee of the Whole.

The Committee concurred that By-Law 4633-09 being the Committee Appointment By-Law, be given third reading and endorsement at the Inaugural Session on December 1, 2009.

On motion of Councillor Fawcett, Committee arose and Council resumed with Warden Eccles in the Chair.

Moved by: Councillor Greig

Seconded by: Councillor Pringle

**THAT the following By-Laws as passed in Committee of the Whole be taken as read for a third time, finally passed, signed by the Warden and the Clerk, sealed with the seal of the Corporation and engrossed in the By-law book.**

**4634-09 A By-Law to replace Schedules "N" and "O" of By-law #4078-03, being a By-Law to regulate traffic and parking on highways within the Grey County roads system.**

**4636-09 A By-Law to authorize the Warden and Clerk to execute an agreement between the Corporation of the County of Grey and Domm Construction Ltd. re Maintenance Depot.**

**4637-09 A By-Law to confirm the proceedings of the Council of the Corporation of the County of Grey.**

**4638-09 A By-Law to authorize the Warden and Clerk to execute an agreement between the Corporation of the County of Grey and Domm Construction Ltd. Storage Building at Grey Roots.**

Carried

BUSINESS ON MOTION

Moved by: Councillor Greig

Seconded by: Councillor Mullin

**WHEREAS the Council of the Corporation of the County of Grey has expressed concern over Bill 150 being the Green Energy and Green Economy Act which is now in force and effect;**

**AND WHEREAS the need for renewable energy sources is recognized at the federal, provincial, municipal and local community levels;**

**AND WHEREAS wind-generated power is an established source of renewable energy being created globally;**

**AND WHEREAS discrepancy exists on the health effects potentially created by the presence of industrial wind turbines;**

**AND WHEREAS this discrepancy on the potential health effects is proving to be destructive and divisive to the social and cultural fabric of rural communities;**

**AND WHEREAS other Ontario municipalities have passed resolutions expressing concern with the health effects association with wind turbines;**

**NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the County of Grey requests that the Federal and Provincial government agencies responsible for public health, energy creation and energy management complete the following:**

- 1. Dedicate resources to the necessary scientific research to consider the impact of
  - a) low frequency noise, and**
  - b) electrical and electromagnetic disturbances in areas of industrial wind turbines with the intent to confirm/deny public health implications;**
  - c) technology and infrastructure being used;**and**
- 2. Create and provide authoritative regulations and guidelines for the locating of wind turbines to municipalities and wind energy developers;**

**AND THAT this resolution be forwarded with a request for action to: The Ontario Ministries of Health, Environment and Energy, Medical Officers of Health at Public Health Units, Environment Canada, Health Canada, Grey County's MPPs and MPs, the Premier's Office, the Prime Minister's Office, the Association for Municipalities of Ontario (AMO), and the Federation of Canadian Municipalities (FCM);**

**AND THAT this resolution be circulated to all municipalities in Ontario requesting their support.**

Councillor Barfoot requested a recorded vote.

In Favour-H. Greig (4), B. Pringle (3), A. Barfoot (6), D. Burley (5), B. Mullin (6), D. Fawcett (5), G. Rogers (3), R. Lovell (9), A. Wright (9), B. Milne (3), E. Anderson (6), D. McKinlay (5), K. Eccles (6), D. Sullivan (6)

Opposed-F. Richardson (6), M. Traynor (5), D. Lewis (4)

The motion was Carried 76 to 15.

OTHER BUSINESS

*Appointees-Board of Health*

Moved by: Councillor Greig

Seconded by: Councillor Richardson

**THAT the scrutineers be Councillor Fawcett, the CAO and County Clerk.**

Carried

Councillor Mullin assumed the Chair to run the election for the Board of Health Appointments.

Moved by: Councillor Greig

Seconded by: Councillor Wright

**That Councillor Pringle be nominated for a position on the Board of Health for 2010.**

Moved by: Councillor Traynor

Seconded by: Councillor Lovell

**That Councillor Wright be nominated for a position on the Board of Health for 2010.**

Moved by: Councillor Barfoot

Seconded by: Councillor Sullivan

**That Warden Eccles be nominated for a position on the Board of Health for 2010.**

On motion of Councillor Lewis the nominations were closed. The nominees were acclaimed.

Moved by: Councillor Burley

Seconded by: Councillor Barfoot

**THAT Councillors Pringle, Wright and Eccles and the 2010 Grey County Warden be appointed to the Board of Health for 2010.**

Carried

WARDEN'S CLOSING ADDRESS

Warden Eccles presented his Closing Address to County Council.

Moved by: Councillor Fawcett

Seconded by: Councillor Pringle

**THAT the Warden's Closing Address be adopted as presented and engrossed in the minutes.**

Carried

Councillor Fawcett presented Warden Eccles with the Warden's pin and thanked him for a successful year.

GOOD NEWS AND CELEBRATIONS

Council was apprised of good news and celebrations occurring within the County.

ADJOURNMENT

On motion of Councillor Milne, Council adjourned at 12:00 p.m. to the call of the Clerk.

Council closed with the singing of O'Canada.

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Kevin Eccles, Warden

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Sharon Vokes, County Clerk

**APPENDIX 'B'**

**MINUTES FROM FEBRUARY 7, 2012 COUNTY COUNCIL MEETING**



## GREY COUNTY COUNCIL

Tuesday February 7, 2012

Grey County Council met at the call of the Warden on the above date at 10:00 a.m. at the County Administration Building. The County Clerk called Council to order and Warden Duncan McKinlay assumed the Chair.

The Warden invited members of Council to join him in prayer or observe a moment of reflection.

The Roll was called by the Clerk with all members present.

Lance Thurston, Chief Administrative Officer, Sharon Vokes, County Clerk/Director of Council Services and Heather Morrison Deputy Clerk/Records Manager were also in attendance.

The following staff members were in attendance for the presentation of their respective reports:

Kevin Wepler, Director of Finance; Rod Wyatt, Director of Housing; Lynne Johnson, Director of Long Term Care; Barbara Fedy, Director of Social Services; Geoff Hogan, Director of Information Technology; Grant McLevy, Director of Human Resources; Michael Kelly, Director of Transportation Services; Randy Scherzer, Director of Planning and Development and Mike Muir, Director of EMS.

### DISCLOSURE OF PECUNIARY INTEREST

Councillor Milne declared a pecuniary interest in relation to Report Addendum No. 2 PDR-PCD-23-11 regarding the Rice Aggregate Pit.

### ADOPTION OF MINUTES

Moved by: Councillor Anderson

Seconded by: Councillor Eccles

**THAT the minutes of the January 3, 2012 Session of Grey County Council be adopted as circulated.**

Carried

### BUSINESS ARISING FROM PREVIOUS MEETING

There was no business arising from the previous meeting.

### COMMUNICATIONS AND CORRESPONDENCE

The Clerk presented correspondence and recommendations for its disposition as follows:

- Municipality of Arran-Elderslie regarding a moratorium on wind turbine construction

- Municipality of East Ferris regarding non-support of building codes changes related to tertiary treatment of on-site septic systems
- Ken and Judy Thomson requesting consideration of a county-wide library system
- Note of thanks
  - Expression of sympathy-Wayne Clark (Transportation Services)
  - Children's Safety Village for donation
  - Grey County 4-H for donation

Received for Information

It was requested that the Arran-Elderslie resolution and correspondence from Ken and Judy Thomson be brought forward for Council's consideration.

Moved by: Councillor McKay

Seconded by: Councillor Burley

**THAT Grey County Council support the Arran Elderslie motion regarding a moratorium on wind turbine construction.**

Councillor Eccles requested a recorded vote.

Those in favour: B. Pringle (4), T. McKay (3), A. Barfoot (5), D. Burley (5), P. McQueen (5), F. Richardson (6), H. Greenfield (5), A. Wright (8) and J. Bell (6).

Those opposed: W. Fitzgerald (6), K. Maskell (3), B. White (3), D. Haswell (8), B. Milne (3), N. Jack (3), E. Anderson (6), D. McKinlay (5) and K. Eccles (6).

The motion was Carried 47 to 43.

Moved by: Councillor Eccles

Seconded by: Councillor Greenfield

**THAT the letter from Ken and Judy Thomson regarding the county-wide library system be referred back to the Corporate Services Committee for further review.**

Carried

Moved by: Councillor Milne

Seconded by: Councillor Bell

**THAT the disposition of Council correspondence as amended be approved.**

Carried

## NOTICE OF MOTION

No Notice of Motion was given.

## DELEGATIONS

### *Grey Bruce Health Unit*

Dr. Hazel Lynn and Angela Newman from the Grey Bruce Health Unit spoke to Grey County Council regarding Smoke-Free Outdoor Places. Dr. Lynn spoke about a

comprehensive tobacco strategy which includes prevention, protection and cessation. She stated that prevention of youth from starting to use tobacco products, environmental protection and the protection of children from second-hand smoke are among the reasons why tobacco free outdoor spaces are important.

Angela Newman then spoke about current by-laws within Grey and Bruce Counties. She noted several components that would be contained within a smoke free by-law including recreation properties, special community events, public patios and workplaces.

Dr. Lynn and Ms. Newman were thanked for their presentation.

Moved by: Councillor Haswell

Seconded by: Councillor Anderson

**THAT the issue of Smoke Free Outdoor Spaces be referred to the Corporate Services Committee for consideration.**

Carried

*Grey County Federation of Agriculture*

Wayne Balon, President of the Grey County Federation of Agriculture provided Grey County Council with an overview of the organization. Mr. Balon spoke about the history of the federation. Vice President, Mr. Wayne Caughill then noted changes that will be taking place within the organization including making presentations to the local municipalities within Grey County, awareness about local foods within the area and student involvement within the organization.

Ms. Joanne Hughes from the Ontario Federation of Agriculture spoke about the provincial federation's mandate and its support for the local federation.

Questions and comments then followed. The delegation was thanked for their presentation.

Councillors Haswell, Wright, Bell, Anderson and Milne left the session.

*Peter Ferguson*

Mr. Peter Ferguson spoke to Grey County Council regarding civil rights in relation to the inclusion of prayer at Grey County Council sessions.

Councillors Bell and Anderson re-entered the meeting.

Mr. Ferguson was thanked for his presentation. Questions then followed.

Council recessed briefly and reconvened with Warden McKinlay in the Chair.

Councillors Haswell, Wright and Milne rejoined the meeting.

*Ventin Group*

Paul Sapounzi from Ventin Group spoke to Grey County Council regarding the Space Needs Study for the County Administration and Provincial Offences buildings. He noted that the County's current space needs have exceeded what is presently available within both buildings. Mr. Sapounzi stated that there are deficiencies within the administration buildings which include both accessibility and building code issues.

He also noted that several departments are limited by space. As well collaborative functions between departments are also restricted by the current space. He stated that a new building would provide better use of technology, provide a higher level of security and privacy as well as meeting accessibility standards and green initiatives.

Mr. Sapounzi then provided Council members with three options for renovations of current buildings or the construction of a new building that would incorporate both the county administration functions and provincial offences.

Questions and comments then followed.

Moved by: Councillor Milne

Seconded by: Councillor Bell

**THAT CAO Lance Thurston provide further information to the Corporate Services Committee for its consideration regarding a decision making process related to the space needs study**

Carried

Council recessed for lunch at 12:00 pm and reconvened at 12:46 p.m. Councillor Jack was absent for the afternoon session.

PRESENTATION AND ADOPTION OF REPORTS

BOARD OF HEALTH

Council considered the minutes of the Board of Health and the Report of the Board.

Moved by: Councillor Richardson

Seconded by: Councillor Greenfield

**THAT the minutes of the Board of Health dated December 16, 2011 and the Report to the Board January 20, 2012 dated be received.**

Carried

CAOR-CC-04-12 CORPORATE OPERATING PLAN 2011-2013 YEAR END UPDATE

Mr. Thurston presented Report CAOR-CC-04-12 regarding a year end update on the Corporate Operating Plan.

Moved by: Councillor Milne

Seconded by: Councillor Eccles

**WHEREAS on April 5, 2011 County Council adopted a three-year corporate operating plan;**

**AND WHEREAS monitoring the progress of the strategic initiatives in the plan is an important part of managing the county's operations;**

**NOW THEREFORE BE IT RESOLVED THAT County Council receives the 2011 Year End update report from the Chief Administrative Officer as appended to report CAOR-CC-04-12 as amended.**

Carried

TRANSPORTATION AND PUBLIC SAFETY COMMITTEE

Council considered the minutes of the Transportation and Public Safety Committee.

Moved by: Councillor Richardson      Seconded by: Councillor White

**THAT the minutes of the Transportation and Public Safety Committee dated January 19, 2012 and the recommendations contained therein be adopted as presented and engrossed in the minutes.**

Carried

PLANNING AND COMMUNITY DEVELOPMENT COMMITTEE

Council considered the minutes of the Planning and Community Development Committee.

Councillor Milne did not participate during discussion of the Planning and Community Development Committee minutes.

Moved by: Councillor McQueen      Seconded by: Councillor McKay

**THAT the recommendation in PCD28-12 regarding the harvesting of the Rocklyn Tract not be accepted;**

**AND FURTHER THAT the motion be amended to protect a 30 metre section surrounding the Bruce Sligo Side Trail from the harvesting.**

Lost

Moved by: Councillor Anderson      Seconded by: Councillor Maskell

**THAT the minutes of the Planning and Community Development Committee dated January 12, 2012 and the recommendations contained therein be adopted as presented and engrossed in the minutes.**

Carried

Councillor Milne rejoined the meeting.

CORPORATE SERVICES COMMITTEE

Council considered the minutes of the Corporate Services Committee.

Councillor McKay declared a pecuniary interest in relation to motion CS29-12 regarding the memorandum of understanding between the County of Grey and Ontario Public Services Employees Union Local 250 and left the meeting.

Moved by: Councillor McQueen

Seconded by: Councillor White

**THAT the minutes of the Corporate Services Committee dated January 24, 2012 and the recommendations contained therein be adopted as presented and engrossed in the minutes.**

Carried

Councillor McKay re-entered the meeting.

### GOVERNANCE TASK FORCE

Council considered the minutes of the Governance Task Force.

Moved by: Councillor Milne

Seconded by: Councillor Anderson

**THAT the minutes of the Governance Task Force dated January 10, 2012 and the recommendations contained therein be adopted as presented and engrossed in the minutes.**

Carried

### BY-LAWS

Moved by: Councillor Pringle

Seconded by: Councillor Eccles

**THAT By-Laws 4750-12 to 4759-12 inclusive be introduced and that they be taken as read a first and second time and that Council go into Committee of the Whole on these By-Laws.**

Carried

Councillor Haswell assumed the Chair in Committee of the Whole.

Councillor Milne did not participate in the discussion of By-Law 4750-12 as it related to his earlier declaration of pecuniary interest.

On motion of Councillor Barfoot, Committee arose and Council resumed with Warden McKinlay in the Chair.

Moved by: Councillor Pringle

Seconded by: Councillor McQueen

**THAT the following By-Laws as passed in Committee of the Whole be taken as read for a third time, finally passed, signed by the Warden and the Clerk, sealed with the seal of the Corporation and engrossed in the By-law book.**

**4750-12 A by-law to adopt amendment No. 107 to the County of Grey Official Plan affecting lands described as Lot 23, Concession 5**

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**and Part of Lot 23, Concession 6 Township of Southgate  
(Geographic Township of Proton)**

- 4751-12 A by-law to authorize the warden and clerk to execute an enterprise license agreement between the Corporation of the County of Grey and ESRI Canada for GIS software sharing with Grey County municipalities**
- 4752-12 A by-law to establish certain lands in the Township of Georgian Bluffs (Geographic Township of Keppel) described in Schedule 'A' as part of the County highway upon which the land abuts**
- 4753-12 A by-law to authorize the acquisition of certain lands in the Township of Georgian Bluffs (Geographic Township of Keppel) described in Schedule 'A' for the purpose of widening a highway**
- 4754-12 A by-law to opt to have certain optional property classes apply within the municipality**
- 4755-12 A by-law to establish tax ratios for prescribed property classes**
- 4756-12 A by-law to set tax rate reductions for prescribed property subclasses for the year 2012**
- 4757-12 A by-law to adopt optional tools for the purposes of administering limits for eligible properties within the meaning of section 331 of the Municipal Act, 2001 (new construction) for the commercial, industrial and multi-residential property classes**
- 4758-12 A by-law to adopt optional tools for the purposes of administering limits for the commercial, industrial and multi-residential property classes**
- 4759-12 A by-law to establish and levy tax rates for upper tier purposes for the year 2012**

Carried

**GOOD NEWS AND CELEBRATIONS**

Council was apprised of good news and celebrations occurring within the County.

**ADJOURNMENT**

On motion of Councillor Milne, Council adjourned at 1:52 p.m. to the call of the Warden.

Council closed with the singing of O Canada.

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Duncan McKinlay, Warden

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Sharon Vokes, County Clerk

**APPENDIX 'C'**

**MINUTES FROM JULY 17, 2012 COUNTY PLANNING AND COMMUNITY  
DEVELOPMENT COMMITTEE MEETING**





# Corporation of the County of Grey Committee Minutes

## Planning and Community Development Committee Minutes July 17, 2012 – 10:00 a.m.

The Planning and Community Development Committee met on the above date at the County Administration Building with the following members in attendance:

Present: Chair Arlene Wright; Councillors Harley Greenfield, Alan Barfoot, Kevin Eccles, Kathi Maskell, Terry McKay, Wayne Fitzgerald and Warden Duncan McKinlay

Regrets: Norman Jack

### Staff

Present: Lance Thurston, CAO; Kevin Wepler, Director of Finance; Randy Scherzer, Director of Planning; Heather Morrison, Deputy Clerk/Records Manager; Scott Taylor, Senior Planner; Sarah Morrison, Intermediate Planner and Kathie Nunno, Recording Secretary

### Call to Order

Chair Wright called the meeting to order at 10:00 a.m.

### Declaration of Pecuniary Interest

There was none.

### Minutes of Meetings

*Tourism Advisory Committee minutes dated June 21, 2012*

The Tourism Advisory Committee minutes were reviewed.

**PCD113-12** Moved by: Councillor Maskell

Seconded by: Councillor Greenfield

**THAT the minutes of the Tourism Advisory Committee dated June 21, 2012 be approved as presented.**

Carried

*Planning and Community Development Committee minutes dated July 3, 2012*

The Planning and Community Development Committee minutes were reviewed.

**PCD114-12** Moved by: Councillor Eccles

Seconded by: Councillor Barfoot

**THAT the minutes of the Planning and Community Development Committee dated July 3, 2012 be approved as presented.**

Carried

### **Business Arising from Minutes**

*Planning and Community Development Committee minutes dated June 19, 2012*

These minutes, adopted by Grey County Council on July 3, 2012 are for information only.

*Addendum to PDR-PCD-21-12, Condominium Exemption, Part Lot 7, Concession 1, South of the Durham Road, Town of Hanover, County file no. 42-CDM-2012-02, Applicants: Neil Jack and Stewart Ward in response to Resolution PCD104-12*

Resolution PCD104-12 from the June 19, 2012 Planning and Community Development Committee meeting regarding the above-noted report was referred back to committee at the July 3, 2012 session of Grey County Council for further consideration.

Scott Taylor presented the above-noted report, outlining further details regarding loss of rental housing, tenant protection and public process. Discussion ensued comparing the application process for both rental unit and condominium development.

**PCD115-12** Moved by: Councillor Maskell

Seconded by: Councillor Fitzgerald

**WHEREAS County Council passed By-law 4421-07 which allows the Director of Planning and Development to process and approve condominium exemptions in accordance with the terms and conditions set out in the Condominium Application Form and Guidelines, as approved by the Planning and Community Development Committee, as permitted legislatively by Section 9(7) of the Condominium Act, R.S.O. 1998, as amended;**

**AND WHEREAS the above noted development proposal does not fully meet the terms and conditions set out in the Condominium Application Form and Guidelines;**

**NOW THEREFORE BE IT RESOLVED that Addendum to Planning Report PDR-PCD-21-12 be accepted;**

**AND THAT the proposed development of sixty (60) residential units be processed as a condominium exemption application, given the history of the proposed development.**

Carried

## Delegations

Chatsworth Mayor Bob Pringle attended to discuss culvert 21.

Mayor Pringle reported that Chatsworth Council is in support of preserving the culvert while recognizing funding limitations and municipal responsibilities. Mayor Pringle provided three options for consideration: delay decision, explore a partnering option with current infrastructure funding with a completion deadline of March 2014 or utilize Elder Lane as a bypass to the rail trail. The September 30<sup>th</sup> deadline for completion of in-water work was noted by Mayor Pringle. Mayor Pringle requested that the Planning and Community Development Committee delay taking action on culvert 21. Should the Elder Lane option be considered, Mayor Pringle stated that Chatsworth Council is prepared to declare it a single-lane bridge and would also conduct some sight line brushing.

Aly Boltman attended to discuss culvert 21 and to provide an overview of the culvert's history. Ms. Boltman requested that the committee rescind the decision on culvert 21 based on its historical significance, community support and newly publicized infrastructure funding opportunities. Ms. Boltman read responses that she received from several engineering and heritage professionals in support of preservation of the culvert. Ms. Boltman offered to continue, time permitting, with research relating to funding opportunities for the preservation of the culvert.

Chair Wright thanked Ms. Boltman for her comprehensive report.

Heather Morrison provided an update on recent events regarding culvert 21. RJ Burnside Engineering was retained to provide pre-engineering services and options for repair and/or replacement of culvert 21. The initial report presented at the June 19, 2012 Planning and Community Development Committee meeting was deferred and additional options requested. A subsequent report was prepared which provided four additional options for the Planning and Community Development Committee to consider at its July 3, 2012 meeting from which the committee chose option number two: remove upper portion of the culvert and construct a prefabricated bridge. This resolution was endorsed by Grey County Council on July 3, 2012.

Re-routing of trail users to Elder Lane presented additional considerations including trail speed and culvert 21 closure costs. Mrs. Morrison also noted that in accordance with Section 24.25 of the County's Procedural By-law, the committee is unable to consider changes to the resolution approved by County Council but, instead, may request Council to reconsider its decision.

Don McNalty of RJ Burnside Engineering then addressed the committee. Mr. McNalty highlighted public safety and environmental issues as being of the utmost importance and consideration. Mr. McNalty also identified that the brick, in its current state, may not be

usable in a reconstruction should that be the chosen course of action.

It was noted that a request for tender has been prepared by RJ Burnside Engineering, posted and public notice given.

Chair Wright requested Councillor Greenfield to assume the chair. Discussion ensued. Councillor Wright resumed the chair.

***PCD116-12 RESOLUTION PCD112-12 RECEIVED RECONSIDERATION AT COUNTY COUNCIL ON AUGUST 7, 2012. THE RESOLUTION WAS RESCINDED AND A NEW RESOLUTION WAS ENDORSED. REFER TO JULY 3, 2012 PLANNING AND COMMUNITY DEVELOPMENT COMMITTEE MINUTES AND/OR AUGUST 7, 2012 COUNTY COUNCIL MINUTES.***

**PCD116-12** Moved by: Councillor McKay

Seconded by: Councillor Barfoot

**THAT Grey County Council reconsider resolution PCD112-12 regarding options related to repairs on Culvert 21 on the CP Rail Trail.**

Carried

The committee then adjourned for lunch at 12:17 p.m. and resumed at 12:40 p.m.

## **Reports – Planning**

*Addendum to Report PDR-PCD-12-12 Re-Designation from “Agricultural” to “Agricultural with Exceptions” 42-05-10-OPA-114*

Sarah Morrison presented the above-noted report with regard to a proposed County Official Plan Amendment to allow for the creation of a surplus farm dwelling consent within the Agricultural designation where previous lot creation has already occurred. The majority of the area proposed for re-designation is farmed, with a small portion being a woodlot.

**PCD117-12** Moved by: Councillor Greenfield

Seconded by: Councillor Eccles

**THAT the Planning and Community Development Committee supports the proposed amendment to the County of Grey Official Plan to re-designate the subject lands from “Agricultural” to “Agricultural with Exceptions” for the lands described as Part of Lot 6, Concession 12, Municipality of West Grey (Geographic Township of Normanby) to permit a surplus farm dwelling consent where previous lot creation has already occurred;**

**AND THAT the Addendum to Planning Report PDR-PCD-12-12 is hereby adopted;**

**AND FURTHER THAT the appropriate by-law be prepared for consideration by County Council.**

Carried

*PDR-PCD-23-12 Report No. PDR-PCD-23-12 – Information report on a proposed Plan of Subdivision - Part Lot 20, Concession 2, Town of The Blue Mountains, County file no.: 42T-2012-01, Applicant: Eden Oak (Trailshhead Inc.)*

Randy Scherzer presented a report for information with regard to the above-noted proposed plan of subdivision. He gave a brief overview of the history of the file.

**PCD118-12** Moved by: Councillor McKay

Seconded by: Councillor Maskell

**THAT Report PDR-PCD-23-12 regarding an overview of a plan of subdivision application proposing a total of 212 residential units (128 villas, 62 townhouses and 22 semi-detached dwellings) and 5 model homes (3 townhouses and 2 semi-detached dwellings) on lands described as Part of Lot 20, Concession 2, Part of Lots 158, 173 and 174, RP 529, (geographic Township of Collingwood) Town of The Blue Mountains, be received.**

Carried

*Quarterly update on Active Planning Applications*

The Committee received this update for information only. Mr. Scherzer noted that there have been withdrawals of application for official plan amendment pertaining to two proposed aggregate operations due to the adoption of the County of Grey Official Plan Amendment 80. These amendment applications are no longer required because they are within the Aggregate Resource Area identified in Schedule B to the County Official Plan.

**PCD119-12** Moved by: Councillor Barfoot

Seconded by: Councillor Fitzgerald

**THAT the quarterly update on active planning applications be received for information.**

Carried

## **Reports – Clerk**

*CCR-PCD-43-12 Markdale Cable Request for Drill Testing*

Heather Morrison presented the above-noted report regarding a request from Markdale Cable to drill test holes along the CP Rail Trail for possible fibre optic cabling between Ceylon and Dundalk.

**PCD120-12** Moved by: Councillor Fitzgerald

Seconded by: Councillor Eccles

**WHEREAS a request has been received from Mr. David Armstrong, owner of Markdale Cable for permission to do exploratory digging at various locations between Ceylon and Dundalk on the CP Rail Trail;**

**AND WHEREAS the exploratory testing will determine whether or not cable can be laid in the ground within this area in order to connect to cable systems in this area;**

**NOW THEREFORE BE IT RESOLVED THAT the request from Markdale Cable to complete testing on the CP Rail Trail be approved;**

**AND THAT should the testing indicate that cabling can be installed along the CP Rail Trail, staff be directed to bring a report back to Committee on a possible agreement between Markdale Cable and Grey County to provide internet and cable to Grey County residents between Ceylon and Dundalk.**

Carried

*By-Law Enforcement Officer Report*

The Committee received this for information only.

**PCD121-12** Moved by: Councillor McKay

Seconded by: Councillor Greenfield

**THAT the By-law enforcement officer report be received for information.**

Carried

## **Reports – CAO**

*CAOR-PCD-14-12 Creating an Intelligent Region*

Lance Thurston presented the above-noted report to introduce the topic of the intelligent community development framework promoted by the South West Economic Assembly (SWEA) and to outline SWEA's mission and objectives. The term intelligent community in this context means the leveraging of high speed, high capacity communications technologies across a wide range of sectors to achieve above average rates of economic growth, job creation, social diversification and environmental innovation which will allow communities to be competitive and prosper in the global economy.

**PCD122-12** Moved by: Councillor Eccles

Seconded by: Councillor Fitzgerald

**THAT staff continues to engage community stakeholders in exploring the merits of participating in the Intelligent Community program being promoted by the**

**South West Economic Assembly as a means to create and sustain local prosperity.**

Carried

## Correspondence

*Resolution from the Municipality of Huron East regarding concerns with the Province of Ontario's Provincial Policy Statement pertaining to the impact of industrial wind turbines on prime agricultural lands dated May 31, 2012*

**PCD123-12** Moved by: Councillor Barfoot

Seconded by: Councillor McKay

**THAT the County of Grey support the May 31, 2012 resolution from the Municipality of Huron East regarding concerns with the Province of Ontario's disregard of the provisions of the Provincial Policy Statement pertaining to the impact of industrial wind turbines on prime agricultural lands.**

Carried

*Resolution dated May 31, 2012 from the Township of West Lincoln regarding non-support of industrial wind turbine applications within the Township of West Lincoln and recommending an amendment in the wording in recommendation 4.1 of Ontario's Feed-in Tariff Program*

**PCD124-12** Moved by: Councillor McKay

Seconded by: Councillor Greenfield

**THAT the County of Grey support the resolution dated May 31, 2012 from the Township of West Lincoln regarding non-support of industrial wind turbine applications and recommending an amendment in the wording in recommendation 4.1 of Ontario's Feed-in Tariff Program – Two-Year Review Report.**

Carried

*Resolution dated June 27, 2012 from the Municipality of Meaford regarding non-support of industrial wind turbine applications*

**PCD125-12** Moved by: Warden McKinlay

Seconded by: Councillor McKay

**THAT the County of Grey support the resolution dated June 27, 2012 from the Municipality of Meaford regarding non-support of industrial wind turbine applications in the Municipality of Meaford.**

Carried

*Resolution from Norfolk County requesting support for Bill 11, establishment of the South Western Ontario Development Fund dated June 27, 2012*

**PCD126-12** Moved by: Councillor Eccles

Seconded by: Warden McKinlay

**THAT the County of Grey support the resolution from Norfolk County requesting support for Bill 11, establishment of the South Western Ontario Development Fund dated June 27, 2012.**

Carried

*Letter from Bill Walker, MPP Bruce-Grey-Owen Sound to the Minister of Economic Development and Innovation regarding concerns with Bill 11, the Attracting Investment and Creating Jobs Act, 2012*

**PCD127-12** Moved by: Councillor Eccles

Seconded by: Councillor Barfoot

**THAT the County of Grey note and file the letter from Bill Walker regarding concerns with Bill 11.**

Carried

*Letter from Ted Arnott, MPP Wellington-Halton Hills to the Minister of Economic Development and Innovation regarding concerns with Bill 11, the Attracting Investment and Creating Jobs Act, 2012 dated June 11, 2012*

**PCD128-12** Moved by: Councillor Eccles

Seconded by: Councillor Maskell

**THAT the County of Grey note and file the letter from Ted Arnott regarding concerns with Bill 11.**

Carried

*Resolution from the Town of Ingersoll regarding job retention in the auto industry dated June 27, 2012*

**PCD129-12** Moved by: Councillor Barfoot

Seconded by: Councillor Greenfield

**THAT the County of Grey note and file the resolution from the Town of Ingersoll regarding job retention in the auto industry.**

Carried

*Resolution from the Municipality of Grey Highlands with regard to reimbursement of legal funds – Green Energy Act*

**PCD130-12** Moved by: Councillor Eccles

Seconded by: Councillor McKay

**THAT the County of Grey note and file the resolution from the Municipality of Grey Highlands regarding reimbursement of legal funds pertaining to the Green Energy Act.**

Carried

*Information Bulletin from the Ontario Property and Environmental Rights Alliance regarding endangered species dated July 6, 2012*



*Email responses regarding Culvert 21*

The email responses will be included in the background package for the August 7, 2012 session of Grey County Council.

*News Release Regarding Emerald Ash Borer dated July 11, 2012*

**PCD131-12** Moved by: Councillor Barfoot

Seconded by: Councillor McKay

**THAT the remainder of the Planning and Community Development Committee correspondence be noted and filed.**

Carried

**Other Business**

*AMO Conference Delegation Request*

The committee asked that a delegation request be made to the Ministry of Natural Resources regarding the Emerald Ash Borer and initiatives from the Province regarding its containment and/or eradication.

**Next Meeting Dates**

**Thursday, August 16, 2012**

On motion by Councillor Fitzgerald, the meeting adjourned at 1:24 p.m.

Arlene Wright, Chair

**APPENDIX 'D'**

**MINUTES FROM AUGUST 7, 2012 COUNTY COUNCIL MEETING**



# Corporation of the County of Grey County Council Minutes

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## County Council Minutes August 7, 2012

Grey County Council met at the call of the Warden on the above date at 10:00 a.m. at the County Administration Building. The County Clerk called Council to order and Warden Duncan McKinlay assumed the Chair.

The Warden invited members of Council to join him in prayer or observe a moment of silent reflection.

The Roll was called by the Clerk with all members present.

Lance Thurston, Chief Administrative Officer, Sharon Vokes, County Clerk/Director of Council Services and Heather Morrison Deputy Clerk/Records Manager were also in attendance.

The following staff members were in attendance for the presentation of their respective reports:

Kevin Wepler, Director of Finance; Rod Wyatt, Director of Housing; Lynne Johnson, Director of Long Term Care; Barbara Fedy, Director of Social Services; Geoff Hogan, Director of Information Technology; Michael Kelly, Director of Transportation Services; Randy Scherzer, Director of Planning and Development and Sandra Shipley, Human Resources Manager.

Medical Officer of Health, Dr. Hazel Lynn was also in attendance.

### **Declaration of Pecuniary Interest**

There were no disclosures of pecuniary interest.

### **Adoption of Minutes**

Moved by: Councillor Milne

Seconded by: Councillor Richardson

**THAT the minutes of the July 3, 2012 Session of Grey County Council be adopted as circulated.**

Carried

### **Communications and Correspondence**

The Clerk presented correspondence and recommendations for its disposition as follows:

- Municipality of Lambton Shores regarding changes to federal guidelines for telecommunications towers and electromagnetic radiation health concerns
- Habitat for Humanity regarding a grant for Development Fees
- Earl and Gwen Barry regarding the rehabilitation of Culvert 21
- Note of thanks:
  - For expression of sympathy-Becky Twigger in the passing of father (Finance)

Received for information

Moved by: Councillor Eccles

Seconded by: Councillor Wright

**THAT the disposition of Council correspondence as recommended by the Clerk be approved.**

Carried

### **Retirement Presentations**

Warden McKinlay presented Ms. Ruby Schoen with a retirement gift. Ms. Schoen worked for Grey County as a full time Cook at Lee Manor for 23 years.

Ms. Sharon Johnson was also presented with a retirement gift by Warden McKinlay. Ms. Johnson worked at Lee Manor as a full time Cook for 17 years for Grey County.

Warden McKinlay extended congratulations to the retirees on behalf of County Council.

### **Delegation**

#### ***Bluewater Wood Alliance***

Adam Hofmann, Chair and Dave Geikie, Vice Chair of the Bluewater Wood Alliance provided Grey County Council with an overview of the organization. Mr. Hofmann highlighted the members within the alliance as well as the partners involved with the group. Mr. Hofmann also provided a history of the alliance, called a cluster, indicating it is an interconnected group of businesses, suppliers and associated groups in a particular field. He also spoke about the success of the group during its first year.

Mr. Geikie outlined the cluster's goals for the second year including the completion of a skills gap study, the development of exporting the wood products overseas and bringing in outside expertise in wood yield optimization to assist the members in this area.

Questions and comments then followed. Mr. Hofmann and Mr. Geikie were thanked for their presentation.

### **Board of Health**

Council considered the minutes of the Board of Health and the Report of the Board.

Moved by: Councillor Barfoot

Seconded by: Councillor Burley

**THAT the minutes of the Board of Health June 15, 2012 and the Program Report dated July 2012 be received.**

Carried

### **Closed Meeting Matters**

Moved by: Councillor Maskell

Seconded by: Councillor Greenfield

**THAT Grey County Council do now go into a closed session at 11:06 a.m. to discuss an item which relates to litigation or potential litigation, including matters before administrative tribunals affecting the municipality, regarding prayer at council;**

**AND THAT all staff and solicitor Rob Robinson remain in attendance.**

Carried

Moved by: Councillor Milne

Seconded by: Councillor Richardson

**THAT Grey County Council do now return to open session at 12:29 p.m.**

Carried

The Warden confirmed that only those matters noted in the above resolution were discussed.

Council recessed for lunch at 12:30 p.m. and reconvened at 1:06 p.m.

Councillors Jack and Anderson were absent from the afternoon session.

### **Delegation**

#### ***Parliamentary Updates***

Parliamentary updates from Bill Walker, MPP Bruce Grey Owen Sound and Larry Miller, MP Bruce Grey Owen Sound were provided to County Council. Mr. Miller spoke to County Council regarding Community Infrastructure Improvement Fund (CIIF) opportunity as well as rural doctor and nurse incentives to promote the return of these professionals to rural areas in need of these services. Questions and comments to Mr. Miller by Council members then followed.

Mr. Walker spoke to council regarding the provincial budget, unemployment numbers and the impact of the end of many of the horse racing programs within Ontario. He spoke about Bill 11 the Attracting Investment and Creating Jobs Act, 2012 with regards to economic development funding noting that within the current Bill, there are no assurances that funding will be available within Grey County. He also noted that discussions are continuing on the Green Energy Act. Mr. Walker touched on several local projects he is currently involved with.

Questions and comments from the members then commenced.





**3) Paving of Road Shoulders Project to provide active transportation enhancement to the road network;**

**AND WHEREAS Senior Management was directed to bring forward a report to County Council regarding the costing of the above projects and proposed funding;**

**NOW THEREFORE BE IT RESOLVED Report FR-CC-27-12 regarding the Community Infrastructure Improvement Fund – Projected Costs and Proposed Funding be received;**

**AND THAT Council approves the following CIIF funding request amounts:**

- 1) Rehabilitation of Culvert #21 on the CP Rail Trail – Requesting 33.3% of the total estimated eligible project costs of up to \$500,000;**
- 2) Renovate and Expand Alpha Street Housing Storage Garage for use as a Family Resource Centre Project – Requesting 33.3% of the total estimated eligible project costs of \$150,000;**
- 3) Paving of Road Shoulders Project to provide active transportation enhancement to the road network – Requesting 33.3% of the total estimated eligible project costs of \$200,000.**

Carried

### **Transportation and Public Safety Committee**

Council considered the minutes of the Transportation and Public Safety Committee.

Moved by: Councillor McQueen

Seconded by: Councillor White

**THAT the minutes of the Transportation and Public Safety Committee dated July 19, 2012 and the recommendations contained therein be adopted as presented and engrossed in the minutes.**

Carried

### **Governance Task Force Minutes**

Council considered the minutes of the Governance Task Force.

Moved by: Councillor White

Seconded by: Councillor Fitzgerald

**THAT the minutes of the Governance Task Force dated July 17, 2012 and the recommendations contained therein be adopted as presented and engrossed in the minutes.**

Carried

### **Social Services Committee**

Council considered the minutes of the Social Services Committee.

Moved by: Councillor Fitzgerald

Seconded by: Councillor Maskell

**THAT the minutes of the Social Services Committee dated July 11 and 26, 2012**





**Municipality of West Grey (Geographic Township of Normanby)**

Carried

**Good News and Celebrations**

Council was apprised of good news and celebrations occurring within the County.

**Adjournment**

On motion of Councillor McKay, Council adjourned at 3:42 p.m. to the call of the Warden.

Council closed with the singing of O Canada.

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Duncan McKinlay, Warden

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Sharon Vokes, County Clerk

**APPENDIX 'E'**

**COUNTY WIND ENERGY SUMMARY REPORT DATED MARCH 19, 2013**

## Report PDR-PCD-14-13

**To:** Chair Wright and Members of the Planning and Community Development Committee  
**From:** Scott Taylor, Senior Planner  
**Meeting Date:** March 19, 2013  
**Subject:** Wind Energy Summary Report  
**Status:** Received by Committee as presented per Resolution PCD31-13 March 19, 2013; Endorsed by Grey County Council April 2, 2013

## Recommendation(s)

**WHEREAS staff were directed to provide a summary of previous resolutions on wind turbines;**

**NOW THEREFORE BE IT RESOLVED THAT Report PDR-PCD-14-13 be received for information;**

**AND FURTHER THAT staff be directed to circulate this report to Municipal Clerks within Grey County for their information.**

## Background

At the January 22, 2013 Planning and Community Development Committee meeting the Committee directed staff to prepare a report which 'provides a summary of previous resolutions on wind turbines'. This motion was later endorsed by County Council at the February 5, 2013 Council meeting.

Over the past eight years wind turbines have generated a significant amount of discussion amongst the community, municipal councils and staff. Prior to the passing of the *Green Energy and Green Economy Act (GEA)* in 2009, much of the discussion focused around the environmental, health and aesthetic impacts of turbines, and what was appropriate as a policy base in municipal planning documents. Some municipalities such as the Township of Southgate, the City of Owen Sound, and the Municipality of Grey Highlands had updated their municipal official plans to include renewable energy policies, while other municipalities were in the process of doing so. The County had adopted renewable energy policies into County Official Plan Amendment (OPA) 80, and the policies were awaiting the approval of the Province

when the GEA was passed. When OPA 80 was ultimately approved the renewable energy policies were modified out of the Plan, based on the approval of the GEA. The GEA had the effect of removing all *Planning Act* controls, including the need for official plan and zoning by-law amendments, as well as the ability to implement site plan control, for wind energy projects. Since the GEA was first proposed, County staff have prepared the following reports on wind energy for Committee and Councils' information.

[PDR-PCD-06-09 Green Energy and Green Economy Act Bill 150 Addendum to Report PDR PCD 06 09 Green Energy Act Regulations](#)  
[PDR-PCD-18-10 Renewable Energy Development & Arran Elderslie By-law 14-10](#)  
[PDR-PCD-18-10 Addendum - Additional Comments on Wind Energy Development](#)  
[TAPSR-81-10 Plateau Wind Inc. Road Use Agreement](#)  
[TAPSR-TAPS-39-11 Plateau Wind Inc. Road Use Agreement](#)  
[Addendum to TAPSR-TAPS-39-11 Plateau Wind Inc Road Use Agreement](#)

While the final three links above relate to a specific wind energy project in Grey Highlands, the information contained in these reports would also be applicable to other proposed wind energy projects.

In addition to the above-noted staff reports, County and Municipal Councils have dealt with motions and requests for support on other municipal motions, regarding wind energy over the past number of years. As per the County Planning and Community Development Committee's request, what follows is a summary of County Council endorsed motions, member municipality motions or positions, and a brief discussion of other municipalities (i.e. requests from beyond the Grey County borders) requests for support.

### *Grey County Endorsed Motions or Positions on Wind Turbines*

Beyond the recommendations contained in the above linked reports, County Council has also endorsed motions which provide direction on wind turbine development. Prior to the March 5, 2013 County Council session the most pertinent motion was endorsed on November 24, 2009 and reads as follows;

"WHEREAS the Council of the Corporation of the County of Grey has expressed concern over Bill 150 being the Green Energy and Green Economy Act which is now in force and effect;

AND WHEREAS the need for renewable energy sources is recognized at the federal, provincial, municipal and local community levels;

AND WHEREAS wind-generated power is an established source of renewable energy being created globally;

AND WHEREAS discrepancy exists on the health effects potentially created by the presence of industrial wind turbines;

AND WHEREAS this discrepancy on the potential health effects is proving to be destructive and divisive to the social and cultural fabric of rural communities;

AND WHEREAS other Ontario municipalities have passed resolutions expressing concern with the health effects association with wind turbines;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the County of Grey requests that the Federal and Provincial government agencies responsible for public health, energy creation and energy management complete the following:

1. Dedicate resources to the necessary scientific research to consider the impact of
  - a) low frequency noise, and
  - b) electrical and electromagnetic disturbances in areas of industrial wind turbines with the intent to confirm/deny public health implications;
  - c) technology and infrastructure being used;

and

2. Create and provide authoritative regulations and guidelines for the locating of wind turbines to municipalities and wind energy developers;

AND THAT this resolution be forwarded with a request for action to: The Ontario Ministries of Health, Environment and Energy, Medical Officers of Health at Public Health Units, Environment Canada, Health Canada, Grey County's MPPs and MPs, the Premier's Office, the Prime Minister's Office, the Association for Municipalities of Ontario (AMO), and the Federation of Canadian Municipalities (FCM);

AND THAT this resolution be circulated to all municipalities in Ontario requesting their support.”

In response to the above-noted motion the County received the following;

[Bill 150 Green Energy Resolution Response December 2009](#)  
[Response Minister of Health Bill 150 Green Energy](#)  
[Responses Bill 150 Green Energy Wind Turbine January 2010](#)  
[Response Ministry Environment Bill 150 Green Energy](#)  
[Health Unit Response to Bill 150 Green Energy December 2009](#)  
[More Responses Bill 150 Green Energy Resolution Wind January 2010](#)  
[Response Bill 150 Wind Turbine February 2010](#)  
[Prime Minister Response Wind Turbine Bill 150 Green Energy February 18 2010](#)  
[Responses Green Energy Wind Turbine Bill 150 February 2010](#)  
[Response Minister of Environment Bill 150 Wind Turbine March 30 2010](#)  
[Response Town of Mono Wind Turbine Research Green Energy April 19, 2010](#)

At the March 5, 2013 County Council session Council passed the following two motions:

Motion One – CC41-13

“WHEREAS Grey County Council approved a motion on November 24, 2009 regarding issues surrounding industrial wind turbines;

AND WHEREAS Premier Kathleen Wynne has indicated the need to provide local municipalities with a greater voice as to the location of industrial wind turbines;

AND WHEREAS research done by the Grey Bruce Health Unit Medical Officer of Health, Dr. Hazel Lynn and Dr. Ian Arra have completed a review of research papers indicating that industrial wind turbines which indicate a definite human annoyance of residents living around and near these structures;

AND NOW THEREFORE BE IT RESOLVED THAT Grey County Council encourages the expedient peer review of this report.”

Motion Two – CC42-13

“THAT Grey County Council request the Province of Ontario place a freeze/moratorium on any further development of industrial wind turbines until such time that further study and research is conclusive as to the impact these structures have on human health.”

*Grey County Member Municipality Motions or Positions on Wind Turbines*

Most of the County’s nine member municipalities have all dealt with motions regarding wind turbine development since the passing of the GEA. Both Hanover and Owen Sound have not passed any motions regarding wind turbine development, due to their geography, and likelihood of being able to site a turbine in either town/city based on the GEA setback restrictions. City of Owen Sound staff did however note that they have some general official plan policies on alternative energy development. Links to other municipal motions on wind energy have been included below:

[Township of Southgate Motions Regarding Wind Turbine Development](#)

[Township of Georgian Bluffs Motions Regarding Wind Turbine Development](#)

[Township of Chatsworth Motions Regarding Wind Turbine Development](#)

[Municipality of West Grey Motions Regarding Wind Turbine Development](#)

[Town of The Blue Mountains Motions Regarding Wind Turbine Development](#)

[Municipality of Meaford Motions Regarding Wind Turbine Development](#)

[Municipality of Grey Highlands Motions Regarding Wind Turbine Development](#)

Some of the above-noted motions have come to County Council for support, including the June 2012 motion from the Municipality of Meaford. In August 2012, County Council endorsed the following resolution related to Meaford’s request;

“THAT the County of Grey support the resolution dated June 27, 2012 from the Municipality of Meaford regarding non-support of industrial wind turbine applications in the Municipality of Meaford.”

In reviewing the above-noted motions from Grey County member municipalities there does not appear to be a unified position on the matter. That being said, there are two common themes that are found in many municipal positions, which can generally be summarized as (1) concerns over potential health impacts stemming from wind turbine development, and (2) concerns over the loss of municipal control on the siting of wind turbines as a result of the GEA. A number of municipalities within Grey have also chosen to update their fees and services by-laws to implement turbine specific charges with respect to new wind turbine development. It should also be noted that the County of Grey has included a \$5,090.00 Development Charge on any new wind turbine within the County.

### *Support for Motions or Positions on Wind Turbines from Municipalities Outside of Grey County*

Since the GEA was first proposed, the County has received regular requests for support for motions regarding wind turbine development, from municipalities outside of Grey County boundaries. While many of these requests have simply been noted and filed, the County has chosen to support some. At the February 7, 2012 County Council session, Council endorsed the following motion;

“THAT Grey County Council support the Arran Elderslie motion regarding a moratorium on wind turbine construction.”

A link to the Arran Elderslie motion referenced in the above-noted motion has been provided below.

### [Arran Elderslie Resolution Requesting One Year Moratorium with Yearly Extensions Re Wind Turbine Construction](#)

Should Committee or Council wish to see a further in-depth discussion and listing of additional requests for support which have come forward, County staff would be happy to provide those in a future addendum report.

### *Feed-In Tariff (FIT) Program Updates*

An additional matter for discussion, which has arisen since the time of the County staff reports in 2009 and 2010 referenced above, has been the updates to the Province's Feed-In Tariff (FIT) program. The FIT program, which is administered by the Ontario Power Authority, is the Province's "guaranteed pricing structure for renewable energy generation. The program provides a way to contract for renewable energy generation. It includes standardized program rules, prices and contracts for anyone interested in developing a qualifying renewable energy project. Prices are designed to cover project costs and allow for a reasonable return on investment over the contract term." (Source:



Feed-In Tariff (FIT) Program: Program Overview, Ontario Power Authority, 2012)  
Effective December 14, 2012, the FIT program was revised to include some new criteria (see link below).

[FIT Rules Version 2.1 December 14 2012](#)

Notable to municipalities is a priority points system which assigns two priority points to a project in a municipality where there is municipal council support for the project. The criteria for receiving these priority points, as stated in the FIT Rules Version 2.1, are as follows;

“in order to receive Priority Points under the “Municipal Council Support” category (as set out in Figure 6.1), a Project must have received the support of all Local Municipalities in which, in whole or in part, the Project is located, in the form of a Municipal Council Support Resolution.”

In this regard, in the opinion of County staff, it does not appear that there is anything within the GEA, or the FIT program, that would permit a non-supportive municipality to impose a moratorium on wind turbine development.

*Grey Bruce Health Unit Research*

One final matter for discussion is the emergence of some research from the Grey Bruce Health Unit from Dr. Hazel Lynn and Dr. Ian Arra, on the ‘Association between Wind Turbine Noise and Human Distress.’ County staff have not had the opportunity to speak with the authors of this research, but have provided a link to the presentation below.

[Literature Review 2013 Association Between Wind Turbine Noise and Human Distress](#)

Should Committee or Council wish to see a further in-depth discussion on this matter County staff would be happy to speak with the authors and report back on any findings.

## Financial / Staffing / Legal / Information Technology Considerations

At this time there are no associated financial, staffing, legal or information technology considerations which would stem from this report.

Should Council consider taking a further position with respect to wind turbine development, either in support of, or in opposition to such development, there could be financial or legal ramifications. The County may wish to seek legal advice, and possibly consult further with municipal councils or staff, prior to rendering a further position in this regard. Staff would also recommend that any such position come with clear guidance on how County staff are to proceed with the ancillary technical approvals, such as entrance permit applications or road use agreements, as well as the completion of the

Renewable Energy Approval Municipal Consultation Form, should a non-supportive position be rendered.

## Link to Strategic Goals / Priorities

Wind energy development has the ability to touch on a number of strategic goals and priorities, from the diversification of agricultural operations, to the application of sound land use planning principles, and to the collaboration and communication between the public, local municipal governments and the Province. While the above-noted report is not recommending a formal approach or position with respect to wind energy development, such a County position could impact positively or negatively on a number of strategic goals. Clear advice and communication, between all parties and stakeholders, of the County's interests with respect to wind energy development are recommended in this regard.

Respectfully submitted by,

Scott Taylor  
Senior Planner

Director Sign Off: *Randy Scherzer*

**APPENDIX 'F'**

**MINUTES FROM MARCH 5, 2013 COUNCIL MEETING**

March 5, 2013

Grey County Council met at the call of the Warden on the above date at 10:00 a.m. at the County Administration Building. The County Clerk called Council to order and Warden Duncan McKinlay assumed the Chair.

The Warden invited members of Council to join him in prayer or observe a moment of silent reflection.

The Roll was called by the Clerk with all members present except Councillors McKay, Barfoot and Anderson.

Lance Thurston, Chief Administrative Officer, Sharon Vokes, County Clerk/Director of Council Services and Heather Morrison Deputy Clerk/Records Manager were also in attendance.

The following staff members were in attendance for the presentation of their respective reports:

Kevin Wepler, Director of Finance; Rod Wyatt, Director of Housing; Lynne Johnson, Director of Long Term Care; Barbara Fedy, Director of Social Services; Geoff Hogan, Director of Information Technology; Grant McLevy, Director of Human Resources; Michael Kelly, Director of Transportation Services; Randy Scherzer, Director of Planning and Development and Mike Muir, Director of Emergency Management Services.

### Declaration of Pecuniary Interest

There were no disclosures of pecuniary interest.

### Adoption of Minutes

CC31-13      Moved by: Councillor Burley      Seconded by: Councillor Maskell

**THAT the minutes of the February 5, 2013 Session of Grey County Council be adopted as circulated.**

Carried

### Retirement Presentation

Ms. Beatrix Black was presented with a retirement gift. Ms. Black was employed at

Grey Gables as a part time aide for 24 years. Congratulations were extended to Ms. Black by Warden McKinlay on behalf of Grey County Council.

## Communications and Correspondence

The Clerk presented correspondence and recommendations for its disposition as follows:

- City of Owen Sound requesting support to help stop the sale of contraband tobacco products
- Letter of congratulations from Grey County to Honourable Kathleen Wynne
- Letter of invitation to County Council from Bruce Power for a tour of the facility
- Letter from Ontario Society for the Prevention of Cruelty to Animals (SPCA) regarding service provision and cost of same
- Letter from Saugeen Ojibway Nations regarding proposed Priceville Pit
- Note of thanks for expression of sympathy:
  - Becky Twigger for loss of mother-in-law (Finance)
  - Marg Graham for loss of brother-in-law (POA)

Received for information

CC32-13      Moved by: Councillor White      Seconded by: Councillor Greenfield

**THAT the disposition of Council correspondence as recommended by the Clerk be approved.**

Carried

## Notice of Motion

Notice of Motion was given by Councillor Pringle regarding industrial turbines.

## Business Arising from the Minutes

There was no business arising from the previous meeting.

## Deputation

Geoff Hogan, Director of Information Technology provided an overview of the Broadband project within Grey County. He stated that the project was a public-private partnership with 75-85% of Grey County residents currently able to access broadband connections. Mr. Hogan also touched on several local and regional initiatives related to broadband including a large feasibility study lead by the Western Ontario Warden's Caucus.

Mr. Hogan also spoke about the concept of Intelligent Communities which is about

prosperity and what a community can leverage with broadband connectivity. He highlighted what is required to create an intelligent community and that it needs to be an inclusive community. Mr. Hogan then spoke about what the next steps are for Grey County which will include community engagement and community assessments.

Questions and comments then followed.

## Presentation and Adoption of Reports

### *Board of Health*

Council considered the minutes of the Board of Health and the Report of the Board.

CC33-13      Moved by: Councillor Bell                      Seconded by: Councillor Haswell

**THAT the minutes of the Board of Health dated December 21, 2012 and the Report to the Board dated January 18 and February 22, 2013 be received.**

Carried

### *Planning and Community Development Committee*

Council considered the minutes of the Planning and Community Development Committee.

CC34-13      Moved by: Councillor Milne                      Seconded by: Councillor Fitzgerald

**THAT the minutes of the Planning and Community Development Committee dated February 19, 2013 and the recommendations contained therein be adopted as presented and engrossed in the minutes.**

Carried

### *Corporate Services Committee*

Council considered the minutes of the Corporate Services Committee.

CC35-13      Moved by: Councillor Greenfield      Seconded by: Councillor Bell

**THAT the minutes of the Corporate Services Committee dated February 12, 2013 and the recommendations contained therein be adopted as presented and engrossed in the minutes.**

Carried

### *Transportation and Public Safety Committee*

Council considered the minutes of the Transportation and Public Safety Committee.

CC36-13      Moved by: Councillor McQueen      Seconded by: Councillor Jack

**THAT the minutes of the Transportation and Public Safety Committee dated February 21, 2013 and the recommendations contained therein be adopted as presented and engrossed in the minutes.**

Carried

### *Governance Task Force*

Council considered the minutes of the Governance Task Force.

CC37-13 Moved by: Councillor Burley Seconded by: Councillor Richardson

**THAT the minutes of the Governance Task Force dated February 19, 2013 and the recommendations contained therein be adopted as presented and engrossed in the minutes.**

Carried

### *Social Services Committee*

Council considered the minutes of the Social Services Committee.

CC38-13 Moved by: Councillor Milne Seconded by: Councillor Maskell

**THAT the minutes of the Social Services Committee dated February 13 and 28, 2013 and the recommendations contained therein be adopted as presented and engrossed in the minutes.**

Carried

### Deputation

Mr. James Scongack, Vice President, Corporate Affairs, Bruce Power provided County Council with an update on site activities. He noted that Bruce Power is the largest nuclear site in North America and indicated that nuclear provides 57% of Ontario's energy. Mr. Scongack noted that Bruce Power employs 4,088 staff coming from the various surrounding counties with 32% of the staff under the age of 35 years old.

For 2013, it is hoped that all eight units are on line and able to support summer peak demand as well as the implementation of a communication plan to provide factual information to the public on nuclear energy.

Questions and comments then followed.

Council recessed for lunch at 12:23 p.m. and reconvened at 1:03 p.m.

Councillors Burley and Wright were absent from the afternoon session.

### By-Laws

CC39-13 Moved by: Councillor Milne Seconded by: Councillor Bell

**THAT By-Laws 4787-13 to 4796-13 and 4798-13 to 4799-13 inclusive be introduced and that they be taken as read a first and second time and that Council go into Committee of the Whole on these By-Laws.**

Carried

Councillor Milne assumed the Chair in Committee of the Whole.

On motion of Councillor McQueen, Committee arose and Council resumed with Warden McKinlay in the Chair.

CC40-13 Moved by: Councillor Pringle      Seconded by: Councillor Richardson

**THAT the following By-Laws as passed in Committee of the Whole be taken as read for a third time, finally passed, signed by the Warden and the Clerk, sealed with the seal of the Corporation and engrossed in the By-law book.**

- 4787-13 A By-law to authorize the Warden and Clerk to execute an agreement between the Corporation of the County of Grey and the Grey Sauble Conservation Authority regarding the enforcement of the provisions of the County's Forest Management By-law and to appoint an officer for the By-Law's enforcement**
- 4788-13 A By-law to regulate traffic and parking on Highways within the Grey County roads system**
- 4789-13 A By-law to authorize the Warden and Clerk to execute an agreement between the Corporation of the County of Grey and the Grey Sauble Conservation Authority regarding forest and trail management of the County's properties**
- 4790-13 A By-law to authorize the Warden and Clerk to execute an agreement between the Corporation of the County of Grey and the Local Health Integration Network for Long-Term Care Service Accountability Agreements**
- 4791-13 A By-law to authorize the Warden and Clerk to execute an agreement between the Corporation of the County of Grey and the Ministry of Education for the provision of child care services**
- 4792-13 A By-law to adopt optional tools for the purposes of administering limits for commercial, industrial and multi-residential property classes**
- 4793-13 A By-law to set tax rate reductions for prescribed property subclasses for the year 2013**



- 4794-13 A By-law to establish tax ratios for prescribed property classes**
- 4795-13 A By-law to adopt optional tools for the purposes of administering limits for eligible properties within the meaning of Section 331 of the Municipal Act 2001 (New Construction) for the commercial, industrial and multi-residential property classes**
- 4796-13 A By-law to establish and levy tax rates for upper tier purposes for the year 2013**
- 4798-13 A By-law to adopt amendment No. 120 to the County of Grey Official Plan affecting lands described as Part of Lots 5 and 6, Concession 6 (Geographic Township of St. Vincent), Municipality of Meaford**
- 4799-13 A By-law to adopt amendment No. 113 to the County of Grey Official Plan affecting lands described as Part Lots 43, 44 and 45, Concession 1 South of the Durham Road (SDR) (Geographic Township of Glenelg), Municipality of West Grey**

Carried

## Business on Motion

CC41-13 Moved by: Councillor Pringle Seconded by: Councillor Eccles

**WHEREAS Grey County Council approved a motion on November 24, 2009 regarding issues surrounding industrial wind turbines;**

**AND WHEREAS Premier Kathleen Wynne has indicated the need to provide local municipalities with a greater voice as to the location of industrial wind turbines;**

**AND WHEREAS research done by the Grey Bruce Health Unit Medical Officer of Health, Dr. Hazel Lynn and Dr. Ian Arra indicates that industrial wind turbines have a definite human annoyance on residents living around and near these structures;**

**NOW THEREFORE BE IT RESOLVED THAT Grey County Council encourages the expedient peer review of this report;**

Carried

Council discussed the November 24, 2009 resolution regarding industrial wind turbines and in light of the fact that it was felt that the Province of Ontario has not acted on the

2009 resolution, the following resolution was introduced.

CC42-13 Moved by: Councillor White Seconded by: Councillor McQueen

**THAT Grey County Council request the Province of Ontario place a freeze/moratorium on any further development of industrial wind turbines until such time that further study and research is conclusive as to the impact these structures have on human health.**

Councillor McQueen requested a recorded vote.

In favour: B. Pringle 4, P. McQueen 5, K. Maskell 3, B. White 3, F. Richardson 6, H. Greenfield 5, D. Haswell 8, D. McKinlay 5, J. Bell 6.

Opposed: W. Fitzgerald 6, B. Milne 3, N. Jack 3, K. Eccles 6.

The motion was Carried 45 to 18.

## Good News and Celebrations

Council was apprised of good news and celebrations occurring within the County.

## Adjournment

On motion of Councillor Milne, Council adjourned at 1:58 p.m. to the call of the Warden.

Council closed with the singing of O Canada.

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Duncan McKinlay, Warden

Sharon Vokes, County Clerk

**APPENDIX 'G'**

**MINUTES FROM JULY 2, 2013 COUNCIL MEETING**

July 2, 2013

Grey County Council met at the call of the Warden on the above date at 10:00 a.m. at the Nipissing Room, Blue Mountain Resorts. The County Clerk called Council to order and Warden Duncan McKinlay assumed the Chair.

The Warden invited members of Council to join him in prayer or observe a moment of silent reflection.

The Roll was called by the Clerk with all members present except Councillor Haswell.

Lance Thurston, Chief Administrative Officer, Sharon Vokes, County Clerk/Director of Council Services and Heather Morrison Deputy Clerk/Records Manager were also in attendance.

The following staff members were in attendance for the presentation of their respective reports:

Kevin Weppler, Director of Finance; Rod Wyatt, Director of Housing; Lynne Johnson, Director of Long Term Care; Barbara Fedy, Director of Social Services; Grant McLevy, Director of Human Resources; Michael Kelly, Director of Transportation Services; Randy Scherzer, Director of Planning and Development; Mike Muir, Director of Emergency Management Services and Jock Rutherford, Business Solutions Manager.

### Declaration of Pecuniary Interest

There were no disclosures of pecuniary interest.

### Communications and Correspondence

The Clerk presented correspondence and recommendations for its disposition as follows:

- Township of Ashfield Colborne Wawnoosh regarding support in petitioning the Alcohol and Gaming Commission for exemptions related to stag and does
- Letter of Congratulations from Warden McKinlay to Delton Becker for his recognition by the Canadian Museums Association
- VLC Global Ministries requesting financial support
- Invitation to attend 2013 workshop for Grand River Water Management Plan, Thursday August 15, 2013

Received for information

CC92-13      Moved by: Councillor Bell      Seconded by: Councillor Milne

**THAT the disposition of Council correspondence as recommended by the Clerk be approved.**

Carried

## Notice of Motion

Notice of Motion was given by Councillor McQueen at the June 4, 2013 session of Grey County Council regarding non-willing host for wind turbines.

## Presentation and Adoption of Reports

### *Transportation and Public Safety Committee*

Council considered the minutes of the Transportation and Public Safety Committee.

Councillor Pringle entered the meeting.

CC93-13 Moved by: Councillor McQueen Seconded by: Councillor Anderson

**THAT resolution TAPS75-13 regarding the implementation of the County of Grey's Sign Policy be referred back to the Transportation and Public Safety Committee for further review.**

Councillor Eccles requested a recorded vote.

In favour: T. McKay 3, W. Fitzgerald 6, P. McQueen 5, K. Maskell 3, B. White 3, H. Greenfield 5, A. Wright 8, E. Anderson 6.

Opposed: B. Pringle 4, A. Barfoot 5, D. Burley 5, F. Richardson 6, B. Milne 3, N. Jack 3, D. McKinlay 5, K. Eccles 6, J. Bell 6.

The motion was Lost 39 to 43.

Councillor Eccles introduced a notice of motion regarding road use agreements related to industrial wind turbine developments. This motion will be introduced at an upcoming Transportation and Public Safety Committee meeting.

CC94-13 Moved by: Councillor Barfoot Seconded by: Councillor Greenfield

**THAT the minutes of the Transportation and Public Safety Committee dated June 6 and 20, 2013 and the recommendations contained therein be adopted as presented and engrossed in the minutes.**

Carried

## Deputation

Mrs. Julia Ruhl, Regional Plant Protection Program Officer, Canadian Food Inspection Agency spoke to County Council regarding the recent discovery of Emerald Ash Borer in the Municipality of Meaford. Carl Sadler, Grey County By-Law Enforcement Officer/Forest Technician was also in attendance for the presentation.

Ms. Ruhl highlighted the history of the Emerald Ash Borer and the Agency's involvement in the detection of the species as well as the signs of an infestation. She also spoke about the actions that have already taken place by the Agency including an attempt to eradicate the species and steps to monitor new infestations within the Province.

Ms. Ruhl noted that there are currently 22 traps placed throughout Grey County in an

attempt to confirm where the infestations are occurring. She also confirmed that restrictions on the movement of wood products may be put in place once the trapping season has ceased.

Questions and comments then followed. Ms. Ruhl noted that consideration is being given to regulate the movement of wood products in all areas south of Highway 417 effective April 2014.

Council recessed briefly and reconvened with Warden McKinlay in the Chair.

*Planning and Community Development Committee*

Council considered the minutes of the Planning and Community Development Committee.

CC95-13 Moved by: Councillor Milne Seconded by: Councillor Richardson

**THAT the minutes of the Planning and Community Development Committee dated June 18, 2013 and the recommendations contained therein be adopted as presented and engrossed in the minutes.**

Carried

*Social Services Committee*

Council considered the minutes of the Social Services Committee.

CC96-13 Moved by: Councillor Maskell Seconded by: Councillor Anderson

**THAT the minutes of the Social Services Committee dated June 12, 2013 and the recommendations contained therein be adopted as presented and engrossed in the minutes.**

Carried

*Corporate Services Committee*

Council considered the minutes of the Corporate Services Committee.

Warden McKinlay left the Chair and Councillor Bell assumed the Chair during discussion related to resolution CS57-13 regarding the Council Remuneration Advisory Committee recommendation.

Warden McKinlay resumed the Chair.

CC97-13 Moved by: Councillor Milne Seconded by: Councillor McKay

**THAT resolution CS58-13 regarding the proposed revisions to the procedural by-law regarding meeting attendance be pulled from the Corporate Services Committee minutes and dealt with separately.**

Lost

CC98-13 Moved by: Councillor Barfoot Seconded by: Councillor Bell

**THAT resolution CS57-13 regarding the recommendations contained in the Council Remuneration Advisory Committee be referred back to the Corporates Services Committee for further consideration.**

Lost

CC99-13 Moved by: Councillor Milne                      Seconded by: Councillor White

**THAT the minutes of the Corporate Services Committee dated June 25, 2013 and the recommendations contained therein be adopted as presented and engrossed in the minutes.**

Carried

## By-Laws

CC100-13 Moved by: Councillor Barfoot                      Seconded by: Councillor Maskell

**THAT By-Laws 4812-13 to 4814-13 inclusive be introduced and that they be taken as read a first and second time and that Council go into Committee of the Whole on these By-Laws.**

Carried

Councillor Bell assumed the Chair in Committee of the Whole.

On motion of Warden McKinlay, Committee arose and Council resumed with Warden McKinlay in the Chair.

CC101-13 Moved by: Councillor McKay                      Seconded by: Councillor Pringle

**THAT the following By-Laws as passed in Committee of the Whole be taken as read for a third time, finally passed, signed by the Warden and the Clerk, sealed with the seal of the Corporation and engrossed in the By-law book.**

**4812-13 A By-law to authorize the sale of certain lands in the City of Owen Sound more particularly described as Part Lot 15 East side of Bay Street, 16 East side of Bay Street, West side of Hill Street, 16 West side of Hill Street, City of Owen Sound (1235 Third Avenue East, Owen Sound)**

**4813-13 A By-Law to establish decrease limits for certain property classes within the City of Owen Sound**

**4814-13 A By-law to establish decrease limits for certain property classes.**

Carried

## Business on Motion

Councillor McQueen introduced a notice of motion related to the approval of entrance permits related to wind turbine developments. This motion will be introduced at the August 6, 2013 session of Grey County Council.

The following resolution was introduced through a notice of motion at the June 4, 2013 session of County Council.

**CC102-13 Amended by CC104-13 below.**

CC102-13 Moved by: Councillor McQueen Seconded by: Councillor McKay

**WHEREAS the Government of Ontario in the throne speech on February 19, 2013 declared that municipalities must have a voice in their future and a say in their integrated, regional development;**

**AND WHEREAS an example would be a wind plant (or wind farm) but only if the municipality is a willing host;**

**AND WHEREAS on March 5, 2013, Grey County Council passed a resolution stating, "That Grey County Council request the Province of Ontario place a freeze/moratorium on any further development of industrial wind turbines until such time that further study and research is conclusive as to the impact these structures have on human health";**

**AND WHEREAS research done by the Grey Bruce Health Unit Medical Officer of Health, Dr. Hazel Lynn, and Dr. Ian Arra indicate that Industrial Wind Turbines have a definite human annoyance on residents living around and near these structures;**

**NOW THEREFORE BE IT RESOLVED THAT the County of Grey supports its lower tier municipalities that declare themselves as "Not a willing host" for industrial wind turbine projects;**

**AND FURTHER THAT this motion be circulated to all the lower tier municipalities in Grey County, Local MPs and MPPs, Premier Wynne, the Minister of Energy, and the Minister of Environment.**

Councillor White provided an amendment on the above noted motion.

CC103-13 Moved by: Councillor White Seconded by: Councillor Bell

**THAT resolution CC102-13 be amended by adding the following clause:**

**AND THAT the County of Grey respectfully requests the Provincial Government grant the unwilling host the authority to deny this type of development through the passage of a by-law or by power of a veto.**

Carried

CC104-13 Moved by Councillor Milne Seconded by: Councillor Eccles

**THAT resolution CC102-13 be amended by deleting "that declare themselves as "Not a willing host" for industrial wind turbine projects" in the first operative clause and replacing it with "decisions regarding the Green Energy Act"**

Carried



Warden McKinlay requested a recorded vote on motion CC102-13 as amended.

In favour: B. Pringle 4, T. McKay 3, A. Barfoot 5, D. Burley 5, W. Fitzgerald 5, P. McQueen 5, K. Maskell 3, B. White 3, H. Greenfield 6, A. Wright 8, B. Milne 3, N. Jack 3, E. Anderson 6, D. McKinlay 5, K. Eccles 6, J. Bell 6.

Opposed: F. Richardson 6.

The motion was Carried.

## Good News and Celebrations

Council was apprised of good news and celebrations occurring within the County.

## Adjournment

On motion of Councillor Milne, Council adjourned at 12:41 PM to the call of the Warden.

Council closed with the singing of O Canada.

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Duncan McKinlay, Warden

---

Sharon Vokes, County Clerk

**APPENDIX 'H'**

**LETTER FROM COUNTY TO PREMIER OF ONTARIO DATED JULY 5, 2013**



## Clerk's Department

595 9<sup>th</sup> Avenue East, Owen Sound Ontario N4K 3E3  
[REDACTED] / [REDACTED] / [REDACTED]

July 5, 2013

The Honourable Kathleen Wynne  
Office of the Premier  
Legislative Building  
Queen's Park  
Toronto, ON M7A 1A1

Dear Madam Premier:

At the July 2, 2013 session of Grey County Council, the following resolution, CC102-13 was endorsed:

**WHEREAS the Government of Ontario in the throne speech on February 19, 2013 declared that municipalities must have a voice in their future and a say in their integrated, regional development;**

**AND WHEREAS an example would be a wind plant (or wind farm) but only if the municipality is a willing host;**

**AND WHEREAS on March 5, 2013, Grey County Council passed a resolution stating, "That Grey County Council request the Province of Ontario place a freeze/moratorium on any further development of industrial wind turbines until such time that further study and research is conclusive as to the impact these structures have on human health";**

**AND WHEREAS research done by the Grey Bruce Health Unit Medical Officer of Health, Dr. Hazel Lynn, and Dr. Ian Arra indicate that Industrial Wind Turbines have a definite human annoyance on residents living around and near these structures;**

**NOW THEREFORE BE IT RESOLVED THAT the County of Grey supports its lower tier municipalities' decisions regarding the Green Energy Act;**

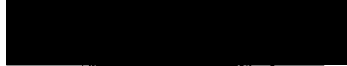
**AND THAT the County of Grey respectfully requests the Provincial Government grant the unwilling host the authority to deny this type of development through the passage of a by-law or by power of a veto;**

**AND FURTHER THAT this motion be circulated to all the lower tier municipalities in Grey County, Local MPs and MPPs, Premier Wynne, the Minister of Energy, and the Minister of Environment.**

Council for the County of Grey respectfully requests your consideration of the above resolution.

Yours truly,

Sharon Vokes  
County Clerk/Director of Council Services



[www.grey.ca](http://www.grey.ca)

/tw

Enclosures

- cc. The Honourable Bob Chiarelli, Minister of Energy
- The Honourable Jim Bradley, Minister of the Environment
- Larry Miller, Member of Parliament
- Bill Walker, Member of Provincial Parliament
- Lower Tier Municipalities of Grey County

**APPENDIX 'I'**

**CORRESPONDENCE FROM EAST DURHAM AND COUNTY**

**DATED OCTOBER 25, 2012**

## Kneteman, Christie

---

**From:** Dudek, Derek  
**Sent:** October-25-12 4:55 PM  
**To:** Morrison, Sarah  
**Cc:** Rickel, Adam  
**Subject:** RE: East Durham - mtg w/ staff  
**Attachments:** Road Use Agreement for County of Grey 10-20-12 (2).docx

**Categories:** Yellow Category

Hello Sarah,

In advance of our meeting next week, I'm providing you with a draft copy of a road use agreement very similar to what we've forwarded to West Grey.

Not expecting anybody to review in great detail given the timing or if its even required, but wanted to make sure we at least get you a draft to start the conversation, and hoped that you could forward to the appropriate parties at the County.

Also, please don't view this as being presumptuous in any manner. If the County is interested in starting from a separate preferred RUA we can work from there.

Thanks,

**Derek Dudek | Community Relations Consultant**

**NextEra** Energy Canada, ULC

390 Bay Street, Suite 1720

Toronto, ON M5H 2Y2

Canada

office: [REDACTED]

mobile: [REDACTED]

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---

**From:** Morrison, Sarah [mailto:[REDACTED]]  
**Sent:** Tuesday, October 09, 2012 1:19 PM  
**To:** Dudek, Derek; Mark Turner  
**Subject:** RE: East Durham - mtg w/ staff

I will see if there is someone in the Transportation Services department that can attend.

Sarah Morrison, Hons. BA, MCIP, RPP

*Intermediate Planner | Planning & Development Department*

**County of Grey**

595 9th Avenue East

Owen Sound, Ontario N4K 3E3

Telephone: [REDACTED] | Extension: [REDACTED]

Toll Free [REDACTED] | Facsimile [REDACTED]  
[REDACTED] | www.grey.ca

*Strong and Steady, Future Ready*

---

**From:** Dudek, Derek [mailto:[REDACTED]]  
**Sent:** October-09-12 1:09 PM  
**To:** Morrison, Sarah; Mark Turner  
**Subject:** RE: East Durham - mtg w/ staff

Great,  
So Sarah, you and somebody from public works can meet us in Durham?

Derek  
[REDACTED]

---

**From:** Morrison, Sarah [mailto:[REDACTED]]  
**Sent:** Tuesday, October 09, 2012 12:43 PM  
**To:** Mark Turner; Dudek, Derek  
**Subject:** RE: East Durham - mtg w/ staff

That is fine with me.

Sarah Morrison, Hons. BA, MCIP, RPP  
*Intermediate Planner | Planning & Development Department*  
**County of Grey**  
595 9th Avenue East  
Owen Sound, Ontario N4K 3E3  
[REDACTED]  
[REDACTED] | www.grey.ca

*Strong and Steady, Future Ready*

---

**From:** Mark Turner [mailto:[REDACTED]]  
**Sent:** October-09-12 11:24 AM  
**To:** 'Dudek, Derek'; Morrison, Sarah  
**Subject:** RE: East Durham - mtg w/ staff

Hi,

October 30<sup>th</sup> is good for us as well.

We can meet collectively at the WG Office if that is suitable for the County.

What time would suit best – I don't think it matters to us.

*Mark Turner, Hons. B.A., AMCT*  
Clerk  
*Municipality of West Grey*  
402813 Grey Road 4, RR 2  
Durham, ON., N0G 1R0



[www.westgrey.com](http://www.westgrey.com)

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**From:** Dudek, Derek [mailto: [REDACTED]]  
**Sent:** Tuesday, October 09, 2012 11:21 AM  
**To:** Mark Turner; [REDACTED]  
**Subject:** RE: East Durham - mtg w/ staff

Hi Mark, Sarah  
What about the following week? Say perhaps the 30th.

Derek  
[REDACTED]

---

**From:** Mark Turner [mailto: [REDACTED]]  
**Sent:** Tuesday, October 09, 2012 10:32 AM  
**To:** Dudek, Derek  
**Subject:** RE: East Durham - mtg w/ staff

Hi Derek,

I know it is difficult to accommodate everyone's schedule, however, Ken Gould, WG Director of Infrastructure and Public Works is not available either dates as he is away at a conference, and of course, he will be a key individual to speak to public works/engineering perspectives for WG. The WG Fire Chief and I were not available on Oct. 24 as well.

Please provide some other alternative dates that you are available.

*Mark Turner, Hons. B.A., AMCT  
Clerk  
Municipality of West Grey  
402813 Grey Road 4, RR 2  
Durham, ON., N0G 1R0*



[www.westgrey.com](http://www.westgrey.com)

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**From:** Dudek, Derek [mailto: [REDACTED]]  
**Sent:** Tuesday, October 09, 2012 8:47 AM  
**To:** Mark Turner; [REDACTED]  
**Subject:** East Durham - mtg w/ staff

Hello Mark and Sarah,  
Our project developer, as well as our engineering team was wondering if you would be able to meet to discuss some of the technical matters of our East Durham Wind Energy Centre project, particularly from a public works/engineering perspective. We would also provide a general update on the project.  
Would any time on Oct 23/24 work for either of your groups? We could meet jointly or separately with your side depending on your preference.

Thanks,



Derek Dudek | Community Relations Consultant

NextEra Energy Canada, ULC

5500 North Service Road, Burlington, ON L7L 6W6

[REDACTED]

mobile -

[REDACTED]

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[REDACTED]

**[For a copy of the Proposed Agreement attached to the October 25, 2012 email from East Durham to the County, please see Exhibit B, Tab 4, Schedule 1, Appendix A.]**

**APPENDIX 'J'**

**CORRESPONDENCE RE NOVEMBER 19, 2012 MEETING BETWEEN  
EAST DURHAM AND COUNTY**

**From:** [Dudek, Derek](#)  
**To:** ["Mark Turner"](#)  
**Cc:** [Rickel, Adam](#)  
**Subject:** East Durham - follow up items.  
**Date:** Wednesday, November 21, 2012 1:05:00 PM

---

Hello Mark,

Thank you for setting up and taking the time to meet with our team on Monday. I just wanted to send you a quick email to outline the matters we will be following up with you formally on by means of a letter to the Municipality in the very near future. Note, that we are still trying to accumulate some of the information that was requested.

1. axle weights for turbine deliveries.
2. haul routes;
3. clarification on standard construction of buried cabling;
4. more details on the Emergency Action Plan;
5. information on lighting requirements from NavCan
6. confirm vacant lot receptors and provide map of REA setbacks
7. existing met tower on Reay property
8. additional details on insurance policy - sample insurance certificate

Please review and advise of any other matters. We will provide all of this information in a letter to the Municipality in the near future.

**Derek Dudek | Community Relations Consultant**

**NextEra** Energy Canada, ULC

390 Bay Street, Suite 1720

Toronto, ON M5H 2Y2

Canada

office: [REDACTED]

mobile: [REDACTED]  
[REDACTED]

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**APPENDIX 'K'**

**MINUTES FROM JANUARY 16, 2013 MEETING BETWEEN  
EAST DURHAM AND COUNTY**

### Meeting with Grey County – 1/16/13

Attendees: NEER – Adam Rickel, Travis Turner, Derek Dudek; Grey County – Pat Hoy (Director of Transportation), Sarah Morrison

- Meeting to discuss permitting, road use, etc.
- For permitting efforts, County needs at least 1 month review but would like as much time as possible
- CR 4 is a restricted access road; CR 23 is not
- Maximum 6 access roads per km on CR 4 (per entrance permit policy)
  - Rob Cascaden to review
- Send detail on turning radii and haul routes/improvements to the county
  - Include encroachments/improvements in ROW
  - IBI to provide
- We will have a traffic impediment due to GSU delivery
  - Provide County with our traffic plan
    - IBI to provide
- County will not require encasing in concrete except possible in certain situations
- All drawings/sketches will be included in the Road Use Agreement
- As of now, we need to obtain Notification of Fieldwork permits
  - County is moving to an encroachment permit
    - Check with county on when that will be passed (at county for appeal)
- Paving near Priceville will occur in 2013 (on CR 4, West of Priceville)
  - County sent us these plans through the Infrastructure Changes Report
- Submit drainage plan to the county re; our construction trailer/s
- County setback is 17m from centerline of road
  - Pat Hoy to check on this figure
- County use of our improvements during construction, as well as our maintenance requirements, must be in RUA

**APPENDIX 'L'**

**COUNTY MUNICIPAL CONSULTATION FORM**

Ministry of the Environment

**PART A: TO BE COMPLETED BY THE APPLICANT BEFORE SUBMITTING TO  
 MUNICIPALITY OR LOCAL AUTHORITY**
**Section 1 - Project Description**

<b>1.1 - Renewable Energy Project</b>
Project Name ( <i>Project identifier to be used as a reference in correspondence</i> )
East Durham Wind Energy Centre

<b>Project Location</b>					
Same as Applicant Physical Address? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If no, please provide site address information below)					
Civic Address- Street information ( <i>includes street number, name, type and direction</i> )					Unit Identifier ( <i>i.e. apartment number</i> )
Multiple Properties					
Survey Address ( <i>Not required if Street Information is provided</i> )					
Lot and Conc.: used to indicate location within a subdivided township and consists of a lot number and a concession number.			Part and Reference: used to indicate location within unorganized territory, and consists of a part and a reference plan number indicating the location within that plan. Attach copy of the plan.		
Lot	Conc.		Part		Reference Plan
Location Information ( <i>includes any additional information to clarify physical location</i> )( <i>e.g. municipality, ward/ township</i> )					
The proposed East Durham Wind Energy Centre is located in the County of Grey, east of Durham and west of Priceville in southwestern Ontario.					
Geo Reference ( <i>e.g. southwest corner of property</i> )					
Map Datum	Zone	Accuracy Estimate	Geo Referencing Method	UTM Easting	UTM Northing
NAD83	17		GIS	519266.3	4889235.1

<b>Project Phasing (<i>outline construction, operation and decommissioning activities</i>)</b>
Construction Phase: Summer 2013
Operation Phase: Fall 2013
Decommissioning Phase: Estimated at Winter/Spring 2039

<b>1.2 - Environmental Context</b>
Describe any negative environmental effects that may result from engaging in the project ( <i>consider construction, operation and decommissioning activities.</i> )
No significant residual effects are anticipated as a result of the project. Note that potential effects, mitigation measures and residual effects will be outlined in the REA submission reports and will be submitted to the Municipality prior to the final public meeting.
Propose early avoidance/prevention/mitigation concepts and measures.
A full description of mitigation measures and monitoring commitments will be provided in the various REA submission reports, in addition to the Environmental Effects Monitoring Plan.



--

<b>1.3 - Renewable Energy Generation Facility</b>	
Type of Facility / Operation (select all that apply & complete all appropriate sections)	
<input checked="" type="checkbox"/> Wind Facility (Land Based) <input type="checkbox"/> Wind Facility (Off-Shore) <input type="checkbox"/> Biogas Facility (Anaerobic Digesters) <input type="checkbox"/> Biomass Facility (Thermal Treatment)	<input type="checkbox"/> Biofuel Facility <input type="checkbox"/> Solar Photo Voltaic Facility <input type="checkbox"/> Other Describe : <input type="checkbox"/> Class (if applicable) :

Name Plate Capacity	Expected Generation	Service Area	Total Area of Site (hectares)
23 MW	23 MW		20 ha

Provide a description of the facilities equipment or technology that will be used to convert the renewable energy source or any other energy source to electricity.

The major components of the Project are as follows: Up to 14 1.6-100 GE Model Turbines (although 16 turbine locations are proposed) including two de-rated turbines; pad mounted step up transformers located at or near the base of each turbine; buried 34.5kV electrical collector system; a transformer substation to connect to the Hydro One distribution system; overhead 44kV transmission line to connect the transformer substation to the Hydro One electrical grid (if required); turbine access roads; laydown and storage areas; and 1 meteorological tower

<b>1.4 – Renewable Energy Generation Activities</b>
Describe the activities that will be engaged in as part of the renewable energy project The activities associated with the wind energy centre development include: detailed design, environmental permitting, construction, operation and decommissioning.

### Section 2 – Supporting Documents

2.1 – Requirement	Name of Draft documents distributed for consultation	Date available to Municipal or Local Authority Contact
DRAFT Project Description Report	Draft Project Description Report	
DRAFT Design and Operations Report	Draft Design and Operations Report	
DRAFT Construction Plan Report	Draft Construction Plan Report	
DRAFT Decommissioning Plan Report	Draft Decommissioning Report	
List of other Documents	Draft Water Assessment and Water Body Report	
	Draft Wind Turbine Specification Report	
	Cultural Heritage Assessment Report	
	Stage 2 Archaeological Assessment Report	
	Natural Heritage Assessment Report	

Location where written draft reports can be obtained for public inspection (physical location for viewing and the applicants project website if one is available):

www.NextEraEnergyCanada.com, and the municipal offices of West Grey and Grey County

### Section 3 – Applicant Address and Contact Information

3.1 - Applicant Information (Owner of project/facility)				
Applicant Name (legal name of individual or organization as evidenced by legal documents) East Durham Wind, Inc., a wholly owned subsidiary of NextEra Energy Canada, ULC			Business Identification Number 818479511 NP0001	
Business Name (the name under which the entity is operating or trading - also referred to as trade name)			<input checked="" type="checkbox"/> same as Applicant Name	
Civic Address- Street information (includes street number, name, type and direction) 5500 North Service Road			Unit Identifier (i.e. apartment number) 205	
Survey Address (Not required if Street Information is provided)				
Lot and Conc.: used to indicate location within a subdivided township and consists of a lot number and a concession number.		Part and Reference: used to indicate location within an unsubdivided township or unsurveyed territory, and consists of a part and a reference plan number indicating the location within that plan. Attach copy of the plan.		
Lot	Conc.	Part	Reference Plan	
Municipality Burlington	County/District	Province/State Ontario	Country Canada	Postal Code L7L 6W6

# PART B: TO BE COMPLETED BY THE MUNICIPALITY OR LOCAL AUTHORITY

## Section 4 - Municipal or Local Authority Contact Information (check the one that applies)

Local Municipality (include each local municipality in which project location is situated) <input type="checkbox"/> Yes <input type="checkbox"/> No					
Name of Municipality	Address	Phone	Clerk's Name	Clerk's Phone/Fax	E-Mail Address
Upper Tier Municipality (include each upper tier municipality in which project location is situated) <input type="checkbox"/> Yes <input type="checkbox"/> No					
Name of Municipality	Address	Phone	Clerk's name	Clerk's Phone/Fax	E-Mail Address
Grey County	595 9th Ave. East Owen Sound, ON N4K 5N3	[REDACTED]	Sharon Vokes		
Local roads area (include each local roads area in which project location is situated) <input type="checkbox"/> Yes <input type="checkbox"/> No					
Name of local roads board	Address	Phone	Secretary-treasurer's Name	Secretary-treasurer's Phone/Fax	E-Mail Address
Board Area (include each board area in which project location is situated) <input type="checkbox"/> Yes <input type="checkbox"/> No					
Name of Local Service Board	Address	Phone	Secretary's name	Secretary's Phone/Fax	E-Mail Address

## Section 5: Consultation Requirement

<b>5.1 - Project Location</b>
Provide comment on the project location with respect to infrastructure and servicing.
not applicable
<b>5.2 - Project Roads</b>
Provide comment on the proposed project's plans respecting proposed road access.
<ul style="list-style-type: none"> <li>- Grey Road 4 is restricted access road and may therefore require a more involved permit for the entrance. Grey frequently denies access on our restricted access roads.</li> <li>- a servicing agreement is required.</li> </ul>
Identify any issues and provide recommendations with respect to road access
<ul style="list-style-type: none"> <li>- entrances will need to meet criterion of the Grey County Entrances Permit Policy</li> <li>- emergency vehicle access is required</li> </ul>
Provide comment on any proposed Traffic Management Plans
<ul style="list-style-type: none"> <li>- traffic information has been minimal and no haul route has been determined</li> <li>- EMS and emergency services should be notified of road closures</li> <li>- oversize load permits will be required</li> </ul>
Identify any issues and provide recommendations with respect to the proposed Traffic Management Plans
<ul style="list-style-type: none"> <li>- The county requests haul route drawings</li> <li>- There may be potential intersection improvements due to truck turning</li> </ul>

### 5.3 - Municipal or Local authority Service Connections

Provide comment on the proposed project plans related to the location of and type of municipal service connections, other than roads.

not applicable

Identify any issues and provide recommendations with respect to the type of municipal service connections, other than roads.

not applicable

### 5.4 - Facility Other

Identify any issues and recommendations with respect to the proposed landscaping design for the facility

not applicable

Provide comment on the proposed project plans for emergency management procedures / safety protocols.

- gray County has an Emergency Management plan in place which can respond to any emergency, however initial response and management of an emergency of this nature would fall under the jurisdiction of the local (West Grey) municipality
- there is a 911 system in place for general emergency response
- coordination with emergency services for onsite response/ rescue should be established prior to construction

Identify any issues and recommendations with respect to the proposed emergency management procedures / safety protocols.

- see above

Identify any issues and recommendations with respect to any Easements or Restrictive Covenants associated with the Project Location

- this will be covered in the servicing agreement

### 5.5 Project Construction

Identify any issues and recommendations with respect to the proposed rehabilitation of any temporary disturbance areas and any municipal or local authority infrastructure that could be damaged during construction.

- areas must be restored to pre-construction condition
- If culverts or pavement is damaged replacement is required at the proponents expense
- typically the County would request that crossings are bored and not cut

Identify any issues and recommendations with respect to the proposed location of fire hydrants and connections to existing drainage, water works and sanitary sewers

- No increase in drainage would be permitted

Identify any issues and recommendations with respect to the proposed location of buried kiosks and above-grade utility vaults

- we should want to comment at the time of placement, to the location of as close to edge of R.O.W. as possible, (this will be covered in the servicing agreement)

Identify any issues and recommendations with respect to the proposed location of existing and proposed gas and electricity lines and connections

- exact proposed locations have not yet been confirmed

Provide comment on the proposed project plans with respect to Building Code permits and licenses.

- not applicable

Identify any issues and recommendations related to the identification of any significant natural features and water bodies within the municipality or territory.

- There are no concerns with regard to natural features on the proposed sites, all proposed turbines appear to be outside of any boundary of significant woodland, and the Natural Heritage Assessment recommends mitigative measures, provided NextEra adheres to these recommendations, County Staff have no concerns with regard to Natural Heritage features

Identify any issues and recommendations related to the identification any archaeological resource or heritage resource.

- a stage 2 Arch. Assessment was completed by Golder and Associates as well as a Cultural Heritage Assessment by Scarlett Janusa's Archaeological and Heritage Consulting and Education in regard to this project  
- the findings of the Golder Report indicated that a stage 3 Archaeological Assessment is required prior to any ground disturbance. Provided any proposed works that would result in any ground disturbance are not completed until the further study is completed, County Staff are satisfied that archaeological resource and heritage resource have been adequately addressed

**APPENDIX 'M'**

**MINUTES FROM MARCH 15, 2013 MEETING OF EAST DURHAM AND COUNTY**

## “Exhibit B”

### West Grey / Grey County Meeting - 3/15/13

Attendees – NEER: Adam Rickel, Travis Turner, Derek Dudek, Rob Cascaden (IBI Group), Peter Vair (Borea), Andrew Ionaou (TetraTech), Ramin (TetraTech); West Grey: Ken Gould (Director of Public Works), Kevin Eccles (Mayor), John Eccles (Deputy Mayor), Bev Cutting (Council member), Mark Turner (Clerk); Grey County: Pat Hoy (Director of Transportation)

- Meeting to discuss technical aspects of project and permitting requirements

#### Grey County

- Setbacks for substation from Road/ROW – County requirement is 17m from centerline (Pat Hoy to verify)
- Require sketches of exact locations for entrance permit forms
- Road work on CR 4 will be from Grey Road 23 to the east but will be complete by end of summer
- Road Use Agreement will be based on County Template for fiber optic cables (currently being drafted and finalized)
- Need to show county temporary vs. permanent access/entrances in permit application submissions (require want more detail than typicals)
  - Typicals probably ok for temporary road improvements
- County has their own inspection process for culverts that are less than 3m in size.

#### West Grey

- Send same package of typicals and draft haul route that was forwarded to the County
- Attaching collection to bridge over Saugeen River is acceptable; Ken Gould to look for more detail on bridge layout
  - NEER (TetraTech) to provide West Grey with various design options (including NEER preferences) for West Grey to vet
- West Grey has requested that we conduct baseline stray voltage tests for each receptor around a WTG (give baseline and potential increase)
- Regarding setbacks, West Grey requirements are listed in building permit guidelines
  - Likely that we are operating under rural zoning; check zoning
- West Grey demands that all collector cables are encased in concrete at least ½-inch thick (diameter); open to our suggestion of another synthetic material of similar protection
  - For collection in Municipal road ROW only
  - Mayor Eccles stated this was for safety purposes; 2 recent incidents involved truck/combine accidents in ROW ditches are driving this
- Will likely require more than typicals for entrance permit drawings as we are industrial rather than residential (though we may be in residential-zoned areas)
- Require securities/bonding for haul route roads (see new proposed by-law)
- Regarding establishing baseline records for structures and their integrity pre-construction – will likely require a report in which Proponent states what is sufficient or not for reclamation
  - Would like a third part of West Grey’s choice to conduct this (used AECOM in past)

**APPENDIX 'N'**

**CORRESPONDENCE FROM EAST DURHAM TO COUNTY DATED APRIL 8, 2013  
AND APRIL 18, 2013**



**From:** Dudek, Derek  
**To:** [Hoy, Pat](#) ([REDACTED]), [Morrison, Sarah](#) ([REDACTED])  
**Subject:** East Durham - draft Road User Agreement  
**Date:** Thursday, April 18, 2013 9:27:00 AM

---

Hi Pat, Sarah,  
Just following up on my earlier email. Any update on a County draft Road User Agreement?

**Derek Dudek | Community Relations Consultant**  
**NextEra** Energy Canada, ULC  
390 Bay Street, Suite 1720  
Toronto, ON M5H 2Y2  
Canada

[REDACTED]  
[REDACTED]  
[REDACTED]

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**From:** Dudek, Derek  
**Sent:** Monday, April 08, 2013 9:19 AM  
**To:** [REDACTED], [Hoy, Pat](#) ([REDACTED])  
**Cc:** [Morrison, Sarah](#) ([REDACTED]), [Rickel, Adam](#) ([REDACTED])  
**Subject:** East Durham - draft Road User Agreement

Hello Mark, Pat,  
Just following up from our previous meeting. I was wondering if you could both give me a status of the draft road user agreements. Pat, I know you mentioned the County was almost there on theirs.

Thanks,

**Derek Dudek | Community Relations Consultant**  
**NextEra** Energy Canada, ULC  
390 Bay Street, Suite 1720  
Toronto, ON M5H 2Y2  
Canada

[REDACTED]  
[REDACTED]  
[REDACTED]

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**APPENDIX 'O'**

**CORRESPONDENCE FROM EAST DURHAM TO COUNTY DATED MAY 3, 2013**

## Kneteman, Christie

---

**From:** Rickel, Adam  
**Sent:** May-03-13 9:15 AM  
**To:** Hoy, Pat ([REDACTED]); Morrison, Sarah ([REDACTED])  
**Cc:** Dudek, Derek; [REDACTED]  
**Subject:** East Durham Wind Project

Hi, Pat/Sarah – Hope everything is good by you. I am checking in again regarding a Road Use Agreement between East Durham Wind, Inc. and Grey County. I understand from the last time we spoke that, instead of using the form Road Use Agreement which East Durham presented to you last October, you desire to use a form which was being approved by the County. We need to advance this agreement and our discussions about its content. Please update me on the status of this form and forward to me as soon as possible, either as a final form or the current draft. Also, please let me know if there is anything else you need from us at this time to make progress on the agreement. We are in the final stages of engineering for the project; I will soon have more detailed design to share with you should the County require it.

If you would like to sit and discuss this agreement or anything else that may help us advance it, I will be available next Wednesday afternoon or Thursday for a meeting in Grey County. I would be glad to come by, yet there may not be much to discuss prior to us obtaining a draft agreement from the county. Please let me know your thoughts. Thank you for your continued cooperation. I look forward to working on the Road Use Agreement and other aspects of this project.

Sincerely,

Adam Rickel  
Project Manager  
NextEra Energy Canada, ULC  
[REDACTED]

**APPENDIX 'P'**

**CORRESPONDENCE FROM EAST DURHAM TO COUNTY AND COUNTY TO  
EAST DURHAM DATED MAY 6, 2013**

## Kneteman, Christie

---

**From:** Rickel, Adam  
**Sent:** May-06-13 10:25 AM  
**To:** Hoy, Pat  
**Cc:** Morrison, Sarah; Dudek, Derek  
**Subject:** Re: East Durham Wind Project

Great, thank you for the update Pat. In the meantime, is there anything further that you need from us at this point? Otherwise, we will await the form of Road Use Agreement.

Sincerely,  
Adam Rickel

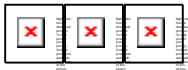
On May 6, 2013, at 7:46 AM, "Hoy, Pat" <[REDACTED]> wrote:

Adam,  
Our final agreement will be heading to our solicitor after this week. It should return shortly and we can begin modifying it to suit your project.

**Patrick Hoy, P.Eng.**  
*Engineering Manager*  
Grey County  
595 9th Avenue East  
Owen Sound, ON N4K 3E3



<http://www.grey.ca>  
<http://www.visitgrey.ca>



---

**From:** Rickel, Adam [[mailto:\[REDACTED\]](mailto:[REDACTED])]  
**Sent:** Friday, May 03, 2013 9:15 AM  
**To:** Hoy, Pat; Morrison, Sarah  
**Cc:** Dudek, Derek; Rickel, Adam  
**Subject:** East Durham Wind Project

Hi, Pat/Sarah – Hope everything is good by you. I am checking in again regarding a Road Use Agreement between East Durham Wind, Inc. and Grey County. I understand from the last time we spoke that, instead of using the form Road Use Agreement which East Durham presented to you last October, you desire to use a form which was being approved by the County. We need to advance this agreement and

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If you would like to sit and discuss this agreement or anything else that may help us advance it, I will be available next Wednesday afternoon or Thursday for a meeting in Grey County. I would be glad to come by, yet there may not be much to discuss prior to us obtaining a draft agreement from the county. Please let me know your thoughts. Thank you for your continued cooperation. I look forward to working on the Road Use Agreement and other aspects of this project.

Sincerely,

Adam Rickel  
Project Manager  
NextEra Energy Canada, ULC



**APPENDIX 'Q'**

**CORRESPONDENCE FROM COUNTY TO EAST DURHAM DATED MAY 16, 2013**

**From:** [Hoy, Pat](#)  
**To:** [Rickel, Adam](#)  
**Cc:** [Morrison, Sarah](#); [Dudek, Derek](#)  
**Subject:** RE: East Durham Wind Project  
**Date:** Thursday, May 16, 2013 7:15:35 AM

---

Just to let everyone know, we're still working through the agreement.

**Patrick Hoy, P.Eng.**  
*Engineering Manager*  
Grey County  
595 9th Avenue East  
Owen Sound, ON N4K 3E3

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

<http://www.grey.ca>  
<http://www.visitgrey.ca>



---

**From:** Rickel, Adam [mailto:[REDACTED]]  
**Sent:** Monday, May 06, 2013 10:25 AM  
**To:** Hoy, Pat  
**Cc:** Morrison, Sarah; Dudek, Derek  
**Subject:** Re: East Durham Wind Project

Great, thank you for the update Pat. In the meantime, is there anything further that you need from us at this point? Otherwise, we will await the form of Road Use Agreement.

Sincerely,  
Adam Rickel

On May 6, 2013, at 7:46 AM, "Hoy, Pat" <[REDACTED]> wrote:

Adam,  
Our final agreement will be heading to our solicitor after this week. It should return shortly and we can begin modifying it to suit your project.

**Patrick Hoy, P.Eng.**  
*Engineering Manager*



Grey County  
595 9th Avenue East  
Owen Sound, ON N4K 3E3

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

<http://www.grey.ca>  
<http://www.visitgrey.ca>



---

**From:** Rickel, Adam [[mailto:\[REDACTED\]](mailto:[REDACTED])]  
**Sent:** Friday, May 03, 2013 9:15 AM  
**To:** Hoy, Pat; Morrison, Sarah  
**Cc:** Dudek, Derek; Rickel, Adam  
**Subject:** East Durham Wind Project

Hi, Pat/Sarah – Hope everything is good by you. I am checking in again regarding a Road Use Agreement between East Durham Wind, Inc. and Grey County. I understand from the last time we spoke that, instead of using the form Road Use Agreement which East Durham presented to you last October, you desire to use a form which was being approved by the County. We need to advance this agreement and our discussions about its content. Please update me on the status of this form and forward to me as soon as possible, either as a final form or the current draft. Also, please let me know if there is anything else you need from us at this time to make progress on the agreement. We are in the final stages of engineering for the project; I will soon have more detailed design to share with you should the County require it.

If you would like to sit and discuss this agreement or anything else that may help us advance it, I will be available next Wednesday afternoon or Thursday for a meeting in Grey County. I would be glad to come by, yet there may not be much to discuss prior to us obtaining a draft agreement from the county. Please let me know your thoughts. Thank you for your continued cooperation. I look forward to working on the Road Use Agreement and other aspects of this project.

Sincerely,

Adam Rickel  
Project Manager

NextEra Energy Canada, ULC

[REDACTED]

[REDACTED]

**APPENDIX 'R'**

**CORRESPONDENCE FROM EAST DURHAM TO COUNTY DATED MAY 23, 2013**

**From:** Rickel, Adam [mailto: [REDACTED]]  
**Sent:** Thursday, May 23, 2013 10:17 AM  
**To:** Hoy, Pat  
**Cc:** Morrison, Sarah; Dudek, Derek; Turner, Travis; Cifone, Mark  
**Subject:** RE: East Durham Wind Project

Pat – In anticipation of the upcoming Road Use Agreement draft, I have attached a number of diagrams for your review. The first PDF shows the East Durham project heavy haul route including which intersections we propose utilizing for such heavy haul (there will need to be improvements on those intersections). The first zip file attached titled “Collection Location Maps and Typicals” includes our proposed collection locations in County ROWs as well as typical collection cable installation drawings. The second zip file attached titled “Entrance Typical Drawings” shows our proposed entrance design and associated diagrams. Please review these documents and let myself and Travis Turner know if you have any questions or concerns. We would like to meet with you in the coming weeks, once we receive and review the draft Road Use Agreement, to discuss these designs/drawings as well as the agreement language and project timing. I look forward to hearing from you soon. Thank you.

Sincerely,

Adam Rickel  
Project Manager  
NextEra Energy Canada, ULC  
W: [REDACTED]  
C: [REDACTED]

**From:** Hoy, Pat [mailto: [REDACTED]]  
**Sent:** Thursday, May 16, 2013 7:15 AM  
**To:** Rickel, Adam  
**Cc:** Morrison, Sarah; Dudek, Derek  
**Subject:** RE: East Durham Wind Project

Just to let everyone know, we’re still working through the agreement.

**Patrick Hoy, P.Eng.**  
*Engineering Manager*  
Grey County  
595 9th Avenue East



<http://www.grey.ca>  
<http://www.visitgrey.ca>





**From:** Rickel, Adam [mailto: [REDACTED]]  
**Sent:** Monday, May 06, 2013 10:25 AM  
**To:** Hoy, Pat  
**Cc:** Morrison, Sarah; Dudek, Derek  
**Subject:** Re: East Durham Wind Project

Great, thank you for the update Pat. In the meantime, is there anything further that you need from us at this point? Otherwise, we will await the form of Road Use Agreement.

Sincerely,  
Adam Rickel

On May 6, 2013, at 7:46 AM, "Hoy, Pat" < [REDACTED] > wrote:

Adam,  
Our final agreement will be heading to our solicitor after this week. It should return shortly and we can begin modifying it to suit your project.

**Patrick Hoy, P.Eng.**  
*Engineering Manager*  
Grey County  
595 9th Avenue East  
Owen Sound, ON N4K 3E3  
Phone: +1 [REDACTED]  
Mobile: +1 [REDACTED]  
Fax: +1 [REDACTED]

<http://www.grey.ca>  
<http://www.visitgrey.ca>



**From:** Rickel, Adam [mailto: [REDACTED]]  
**Sent:** Friday, May 03, 2013 9:15 AM  
**To:** Hoy, Pat; Morrison, Sarah  
**Cc:** Dudek, Derek; Rickel, Adam  
**Subject:** East Durham Wind Project

Hi, Pat/Sarah – Hope everything is good by you. I am checking in again regarding a Road Use Agreement between East Durham Wind, Inc. and Grey County. I understand from the last time we spoke that, instead of using the form Road Use Agreement which East Durham presented to you last October, you desire to use a form which was being approved by the County. We need to advance this agreement and our discussions about its content. Please update me on the status of this form and forward to me as soon as possible, either as a final form or the current draft. Also, please let me know if there is anything else you need from us at this time to make progress on the agreement. We are in the final stages of engineering for the project; I will soon have more detailed design to share with you should the County require it.

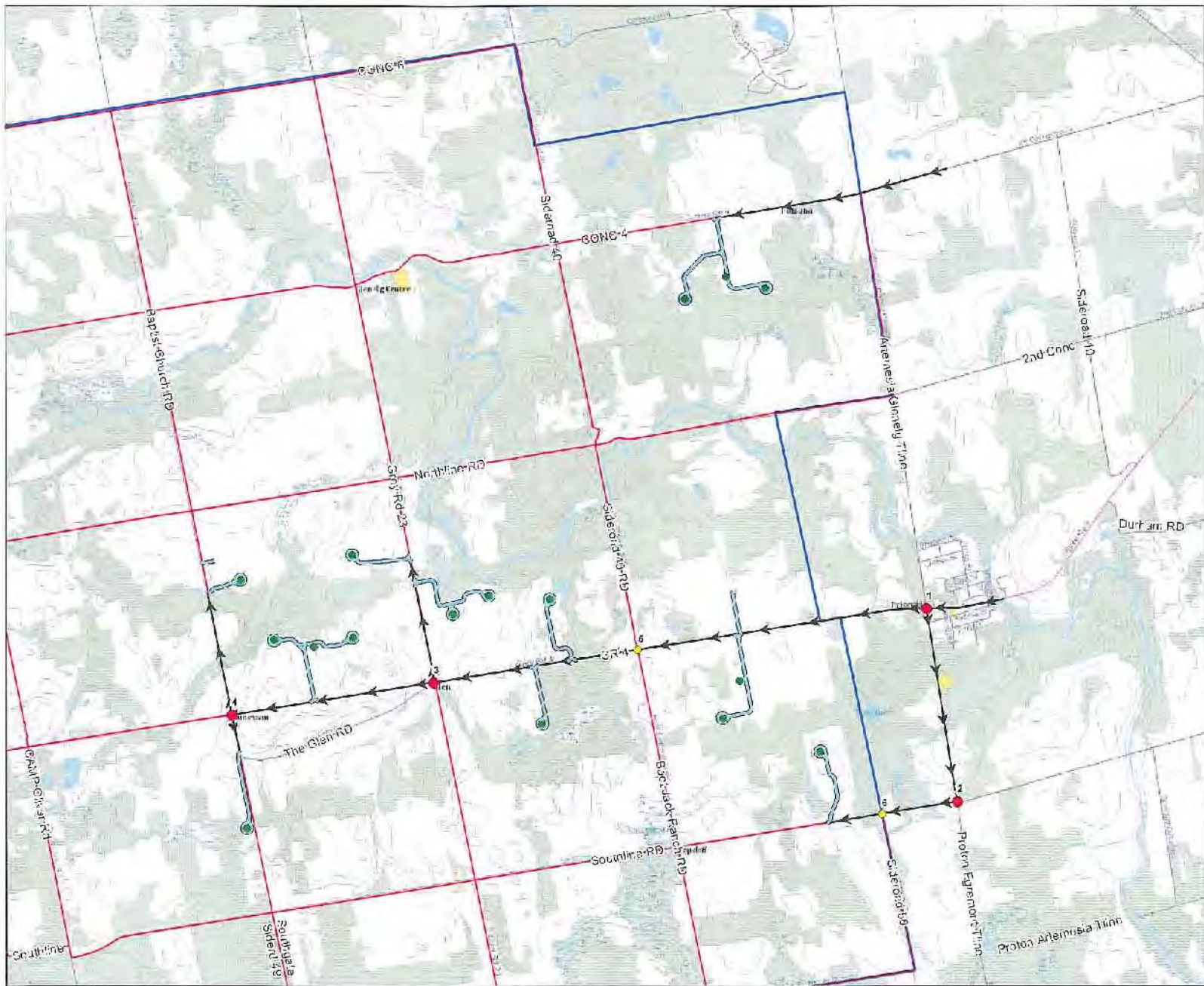
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Sincerely,

Adam Rickel  
Project Manager  
NextEra Energy Canada, ULC

W: [REDACTED]

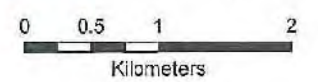
C: [REDACTED]



### East Durham Haul Route Map

Ontario, Canada

- Turbines
- Heavy Haul Route Intersection
- Heavy Haul Route Turn
- Transmission Line
- Service Roads
- Heavy Haul Route
- Road Use
- Project Boundary



Date: 5/21/2013  
**PROPRIETARY AND CONFIDENTIAL**  
 Projection: NAD\_1983\_UTM\_Zone\_17N  
 Datum: NAD 83

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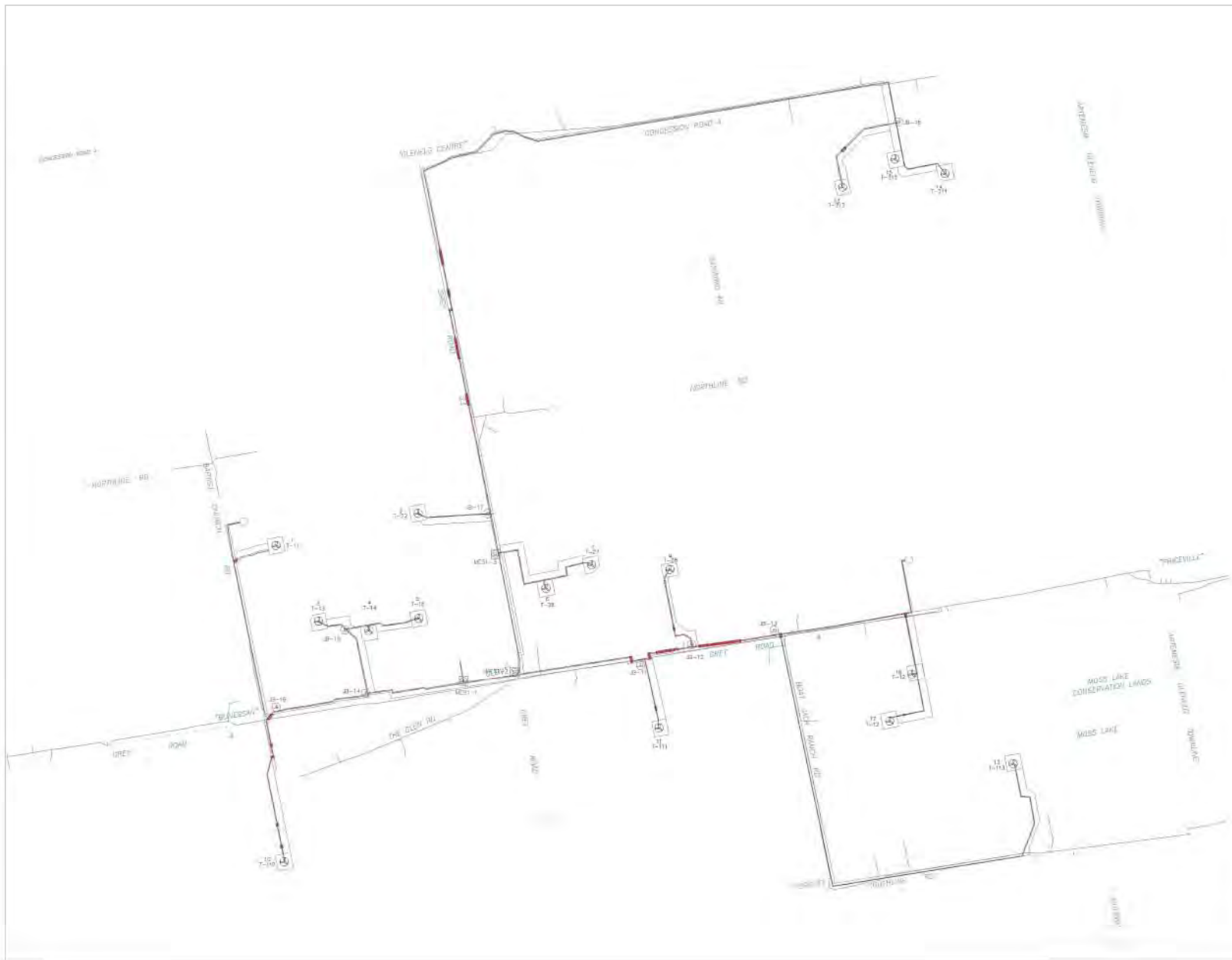
LEGEND:

1	NO T-NO	WIND TURBINE GENERATOR G.E. 1.6MW XLE
2	B-NO/B	3 WAY JUNCTION BOX AND F.O. HAND HOLE
3		METEOROLOGICAL TOWER
4		3-1/C, 4/G, 800kcmil, 1000kcmil
5		FIBER OPTIC CABLE, SINGLE MODE
6		3C, 88 AWG TEC 90
7	MEB-B	3BAY, METAL ENCLOSED SWITCHGEAR
8		DIRECT-BORE DRILL




NextEra East Durham Collection System  
**COLLECTOR CABLE ROUTE DRAWING**



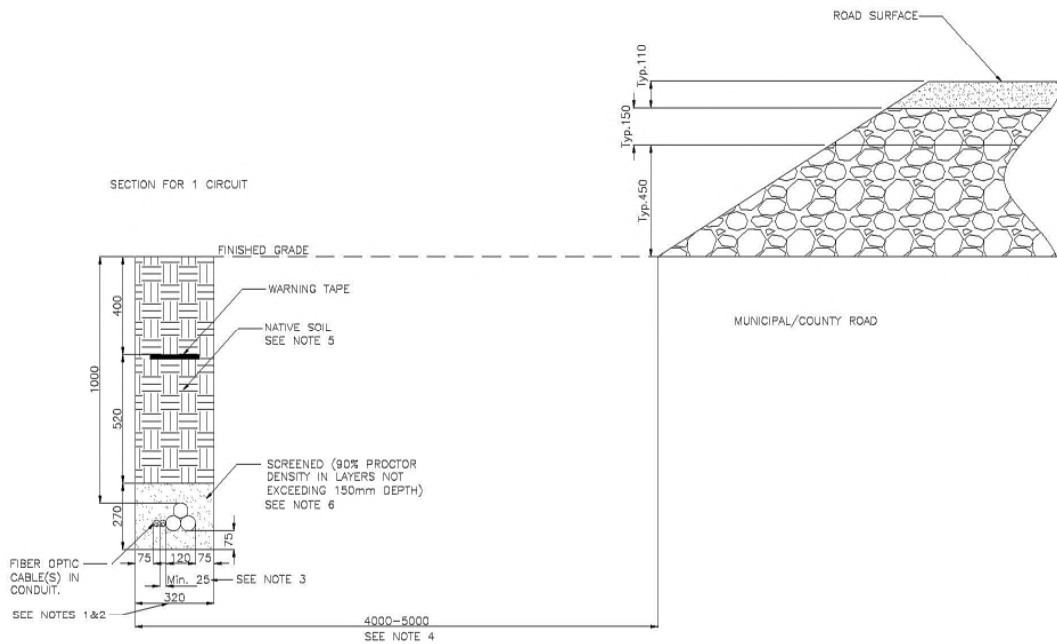


LEGEND:

1	NO T-NO	WIND TURBINE GENERATOR C.E. 1.6MW XLE
2	3-WAY JUNCTION BOX AND F.O. HAND HOLE	
3		METEOROLOGICAL TOWER
4	3-1/2" C. 4/G. 500km/m, 1000km/m	
5		FIBER OPTIC CABLE, SINGLE MODE
6		30, 60, 90 AWG TEC 90
7	30KV, METAL ENCLOSED SWITCHGEAR	
8		DIRECT-BORE DRILL



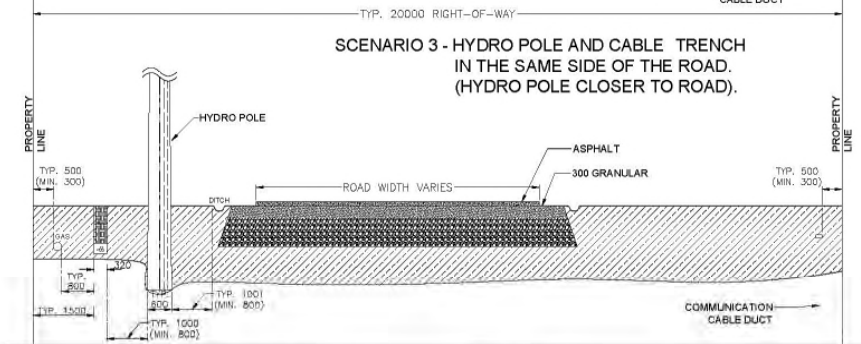
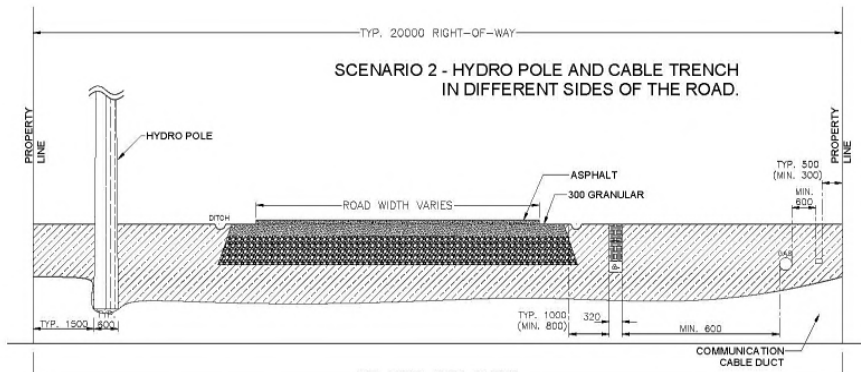
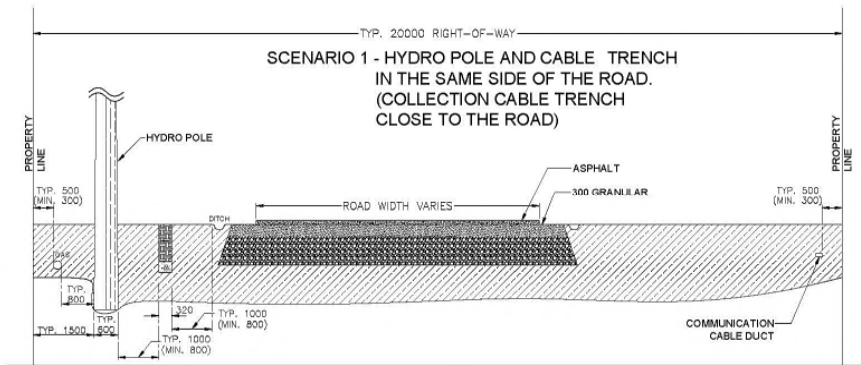
NextEra East Durham Collection System  
 COLLECTOR SYSTEM KEY-MAP



- NOTES:
1. CABLE TRENCH WIDTH MIN. 320 mm FOR MAX SUPPLY, CABLE SIZE OF 1000 kcmil AND MAX. FIBRE OPTIC CABLE IN CONDUIT IS 2.5mm DIAMETER.
  2. FULL MECHANICAL EXCAVATION ONLY. (NO HUMAN LABOUR IN THE TRENCH).
  3. IN CASE FIBRE OPTIC CABLE IS OF ARMORED OR METALLIC SHEATHED, DISTANCE TO SUPPLY CABLE AND OVERALL TRENCH WIDTH SHOULD BE INCREASED TO 300 mm AND 800 mm RESPECTIVELY.
  4. TRENCH CONSTRUCTION SHOULD NOT DISTURB THE MUNICIPAL/COUNTY ROAD, NOR ITS PAVED SHOULDERS.
  5. NATIVE SOIL SHALL BE COMPACTED TO PROPER DENSITY TO AVOID THE SOIL TO SINK AFTER CONSTRUCTION.
  6. PROCTOR DENSITY TO BE INCREASED IF VEHICULAR TRAFFIC IS EXPECTED.

TYPICAL UNDERGROUND SUPPLY AND FIBER OPTIC CABLES RUN LAYOUT FOR FLAT TRENCH

<table border="1"> <tr> <td>NO.</td> <td>REVISION</td> <td>DATE</td> <td>DESCRIPTION</td> </tr> <tr> <td>1</td> <td></td> <td></td> <td></td> </tr> </table>		NO.	REVISION	DATE	DESCRIPTION	1				SHEET NO. 10 OF 10 SHEETS	PROJECT NO. 1291651200-DWG-B-3015	DRAWN BY DATE 2013/01/31	CHECKED BY DATE NTE	PROJECT NAME EAST DURHAM COLLECTION SYSTEM	TRENCH INSTALLATION WITHIN THE ROAD ALLOWANCE	TETRA TECH	1291651200-DWG-B-3015
NO.	REVISION	DATE	DESCRIPTION														
1																	



**NOTE:**

1. CLEARANCES FROM ACOMMONUTILITY PRACTICES AND CSA STANDARD RECOMMENDATION.
2. ALL DIMENSIONS ARE IN mm UNLESS OTHERWISE NOTED.

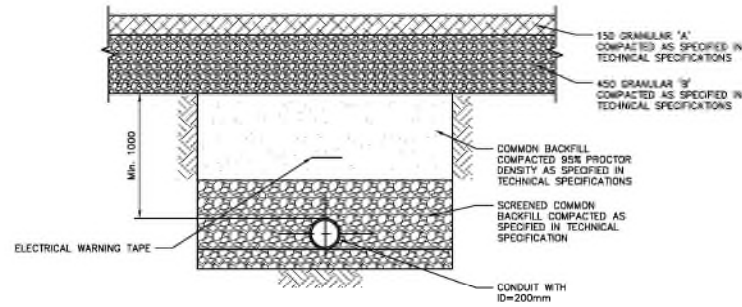
REVISIONS NO. DATE BY DESCRIPTION 1 12/11/15 JED/STP/MSD 2 01/27/16 JED/STP/MSD		PROJECT NO.: EAST DURHAM COLLECTION SYSTEM DRAWING NO.: TYPICAL PROFILE ACROSS COLLECTION RIGHT-OF-WAY SCALE: 1:20 (1:200) DWG: E-8101	CLIENT: NEXTERA ENERGY PROJECT: TETRA TECH	DESIGNER: A. FILIZ CHECKER: A. MEDINA C. DATE: 12/11/15	APPROVED BY: X. BITEKCIAN DATE: 12/11/15	THE CLIENT OF THIS DOCUMENT IS NOT PROVIDING FOR THE USE OF IT FOR ANY OTHER PROJECT OR FOR ANY OTHER PURPOSE. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.
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DATE PLOTTED: 12/11/15

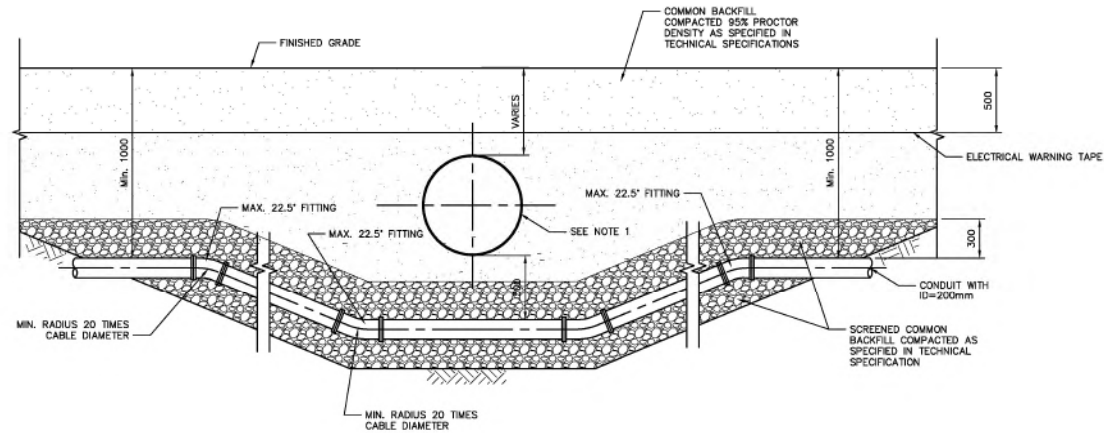


**NOTES:**

1. CONTRACTOR MUST LOCATE THE EXISTING PIPE ON SITE PRIOR TO EXCAVATION. THE EXISTING PIPE MUST BE SUPPORTED AT THE CONTRACTORS DISCRETION.
2. ALL DIMENSIONS ARE IN MILLIMETERS.
3. CONTRACTOR MUST LOCATE AND VERIFY THE LOCATION OF BURIED SERVICES PRIOR TO EXCAVATION.
4. ANY EXCAVATION OF EXISTING AREAS SHALL BE BACKFILLED AND RESTORED TO PRE-CONSTRUCTION CONDITIONS.



**OPTION 2-TYPICAL OPEN CUT SECTION FOR ROAD CROSSING**  
SCALE: NTS



**OPTION 2-TYPICAL OPEN CUT SECTION FOR PIPE CROSSING IN ROAD ALLOWANCE**  
SCALE: NTS

NO.	DESCRIPTION	NO.	DATE	DESCRIPTION	INITIALS	REVISION	DATE	DESCRIPTION

FOR CONTRACTOR:	REMARKS/NOTES:	DATE:

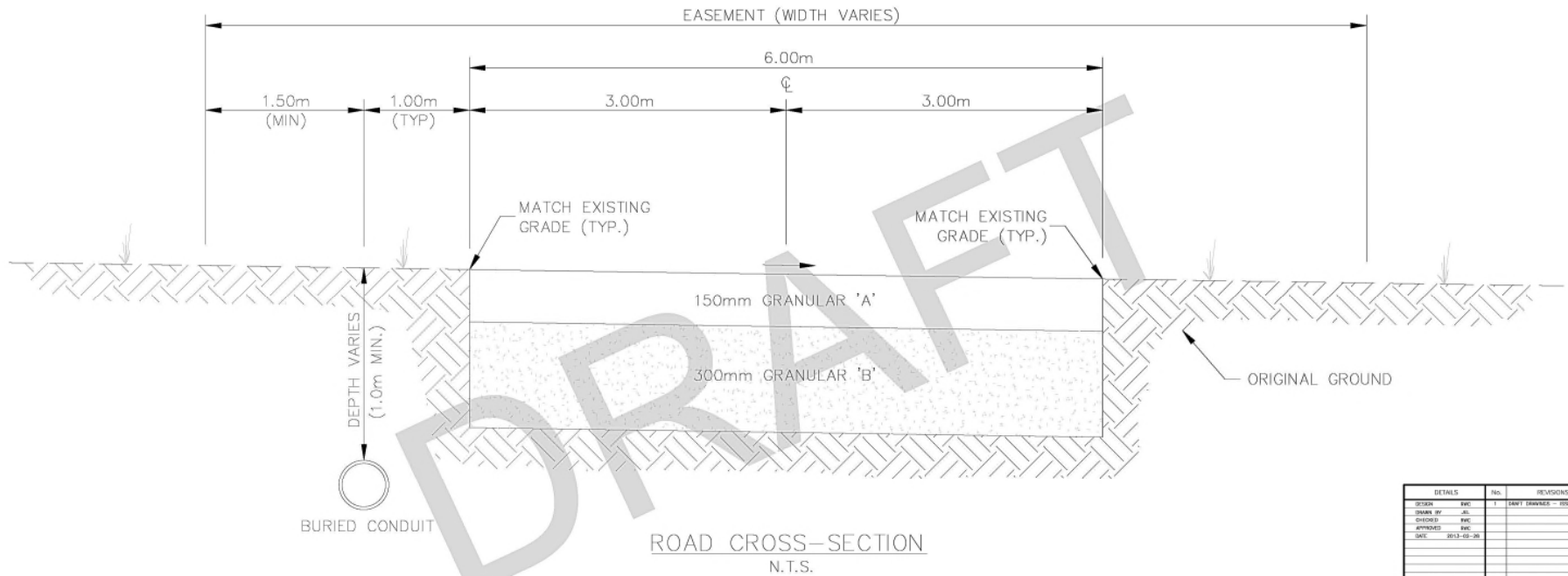
DESIGNED BY:	DESIGNED BY:	DESIGNED BY:
G. CHAIHAL	I. OLIN	I. AZIZ
APPROVED BY:	APPROVED BY:	APPROVED BY:
I. AZIZ	2013/03/13	N.T.S.

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**NEXTERA ENERGY CANADA**

**TETRA TECH**

PROJECT NAME:	EAST DURHAM COLLECTION SYSTEM
PROJECT LOCATION:	
TITLE:	TYPICAL OPEN CUT SECTIONS FOR CROSSING ROADS AND PIPE SERVICES
PROJECT NUMBER:	1291651200-SKT-00004-A
DATE:	A

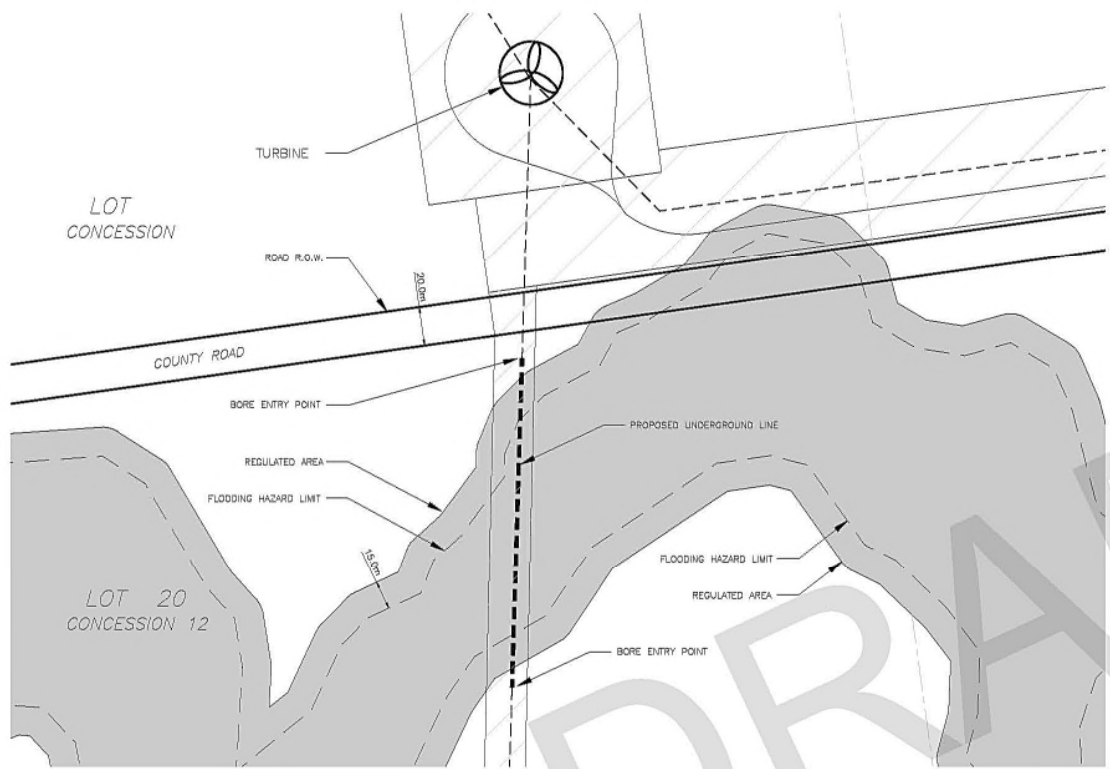


**NOTES:**

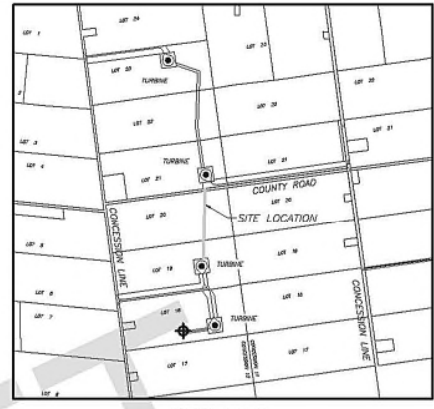
1. ROAD CROSS FALL TO SUIT DIRECTION OF NATURAL SURFACE FLOW.
2. ROAD PROFILE TO BE RAISED TO ACCOMMODATE CROSS CULVERTS.
3. REINSTATE DISTURBED AREAS WITH MINIMUM 100mm TOPSOIL, SEED AND MULCH.

DETAILS	No.	REVISIONS	DATE
DESIGN	ENC 1	DRAWN ENGINEER - BOB FOR SIZES	2013-02-14
DRAWN BY	JL		
CHECKED	ENC		
APPROVED	ENC		
DATE	2013-02-26		

<b>IBI Group</b> 203 - 350 Oxford Street West London ON N6H 1T3 Canada	
ENGINEER'S STAMP  	SCALE NOT TO SCALE
EAST DURHAM WIND ENERGY CENTRE MUNICIPALITY OF WEST GREY GREY COUNTY	
SITE ACCESS ROAD TYPICAL CROSS SECTION	
CS-01.DWG	PROJECT No. 33713
SHEET No. CS-01	



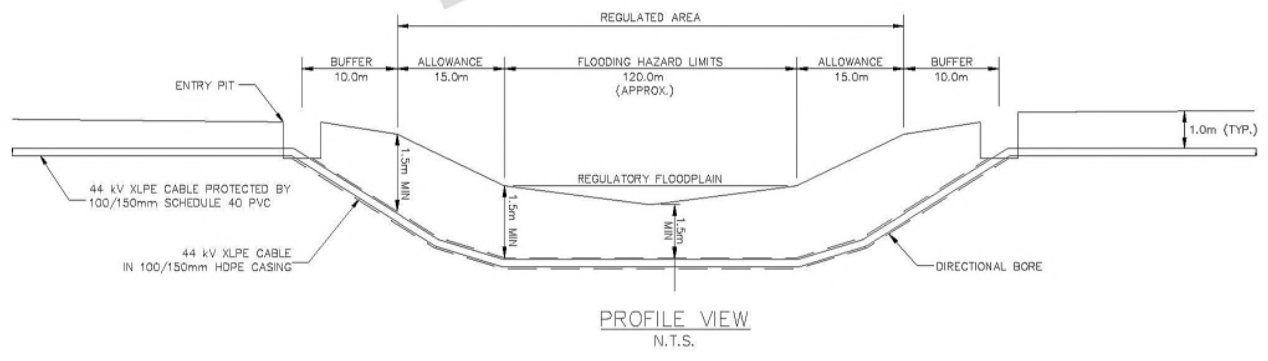
PLAN VIEW  
SCALE = 1:1250



- NOTES:
1. CABLE CROSSING SHALL BE INSTALLED VIA HIGH-PRESSURE DIRECTIONAL DRILLING.
  2. UNDERGROUND DIRECTIONAL BORE SHALL MAINTAIN A MINIMUM DEPTH SEPARATION OF 1.5m FROM WATERWAY SURFACE WITHIN REGULATED AREA.

**LEGEND**

—	PROPERTY LINE
■ 100 10	PROPERTY BARS
P FS	ROAD SIGNS
⊙ MS	MISCELLANEOUS POST
—	EDGE OF PAVEMENT
—	GRAVEL SHOULDER
—	TOP OF BANK
—	EXISTING BOTTOM OF DITCH
—	PROPOSED DITCH RELOCATION
—	UNDERGROUND CASHEM/VALVE
—	UNDERGROUND BELL
—	BELL PEDESTAL
—	HYDRO WIRES/POLE
—	EXISTING GROUND ELEVATIONS
—	PROPOSED GROUND ELEVATIONS
—	POST & WIRE FENCE
—	STORM CULVERT
—	WOODED AREA
—	CONFERRUS TREE
—	DECIDUOUS TREE
—	PROPOSED TEMPORARY GRAVEL INTERSECTION IMPROVEMENT (GRAVELLAR 'X' SURFACE)
—	PROPOSED TRANSITION AREA (MAX 3:1)
—	PROPOSED TRUCK CLEARANCE
● ● ●	TC-54 MARVER BARRELS
→	DIRECTION OF HIGHWAY DELIVERY VEHICLES



DETAILS	No.	REVISIONS	DATE
DESIGN	ENC	1	BARY DRAWING - ORDER FOR TENDER
DRAWN BY	ENC		
CHECKED	ENC		
APPROVED	ENC		
DATE	2013-03-28		

CONSULTANT OR DESIGN

**IBI GROUP**  
203 - 350 Oxford Street West  
London ON N6H 1T3 Canada

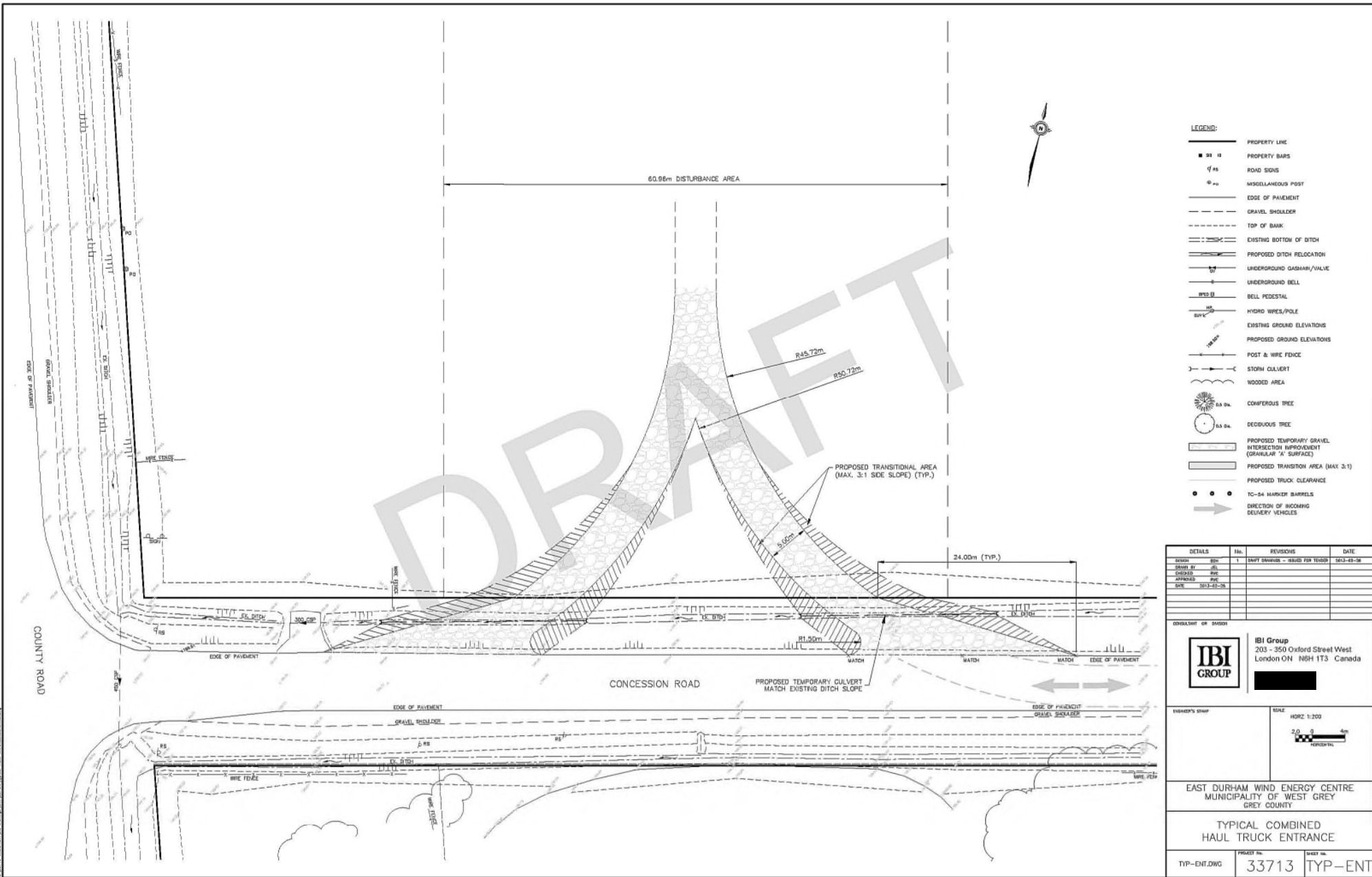
OWNER'S STAMP

SCALE AS NOTED

EAST DURHAM WIND ENERGY CENTRE  
MUNICIPALITY OF WEST GREY  
GREY COUNTY

WATERCOURSE CABLE CROSSING

WC-01.DWG	PROJECT No. 33713	SHEET No. WC-01
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**LEGEND:**

	PROPERTY LINE
	PROPERTY BARS
	ROAD SIGNS
	MISCELLANEOUS POST
	EDGE OF PAVEMENT
	GRAVEL SHOULDER
	TOP OF BANK
	EXISTING BOTTOM OF DITCH
	PROPOSED DITCH RELOCATION
	UNDERGROUND GASHANK/VALVE
	UNDERGROUND BELL
	BELL PEDESTAL
	HYDRO WIRES/POLE
	EXISTING GROUND ELEVATIONS
	PROPOSED GROUND ELEVATIONS
	POST & WIRE FENCE
	STORM CULVERT
	WOODED AREA
	CONIFEROUS TREE
	DECIDUOUS TREE
	PROPOSED TEMPORARY GRAVEL INTERSECTION IMPROVEMENT (GRANULAR 'A' SURFACE)
	PROPOSED TRANSITION AREA (MAX. 3:1)
	PROPOSED TRUCK CLEARANCE
	TC-54 MARKER BARRELS
	DIRECTION OF INCOMING DELIVERY VEHICLES

DETAILS	No.	REVISIONS	DATE
DESIGN	001	1	08/13-09-28
DRAWN BY	JL		
CHECKED	ME		
APPROVED	ME		
DATE	08-13-09-28		


CONSULTANT OR DESIGNER



**IBI Group**  
 203 - 350 Oxford Street West  
 London ON N6H 1T3 Canada

OWNER'S SHOP

SCALE: HORIZ 1:200



VERTICAL

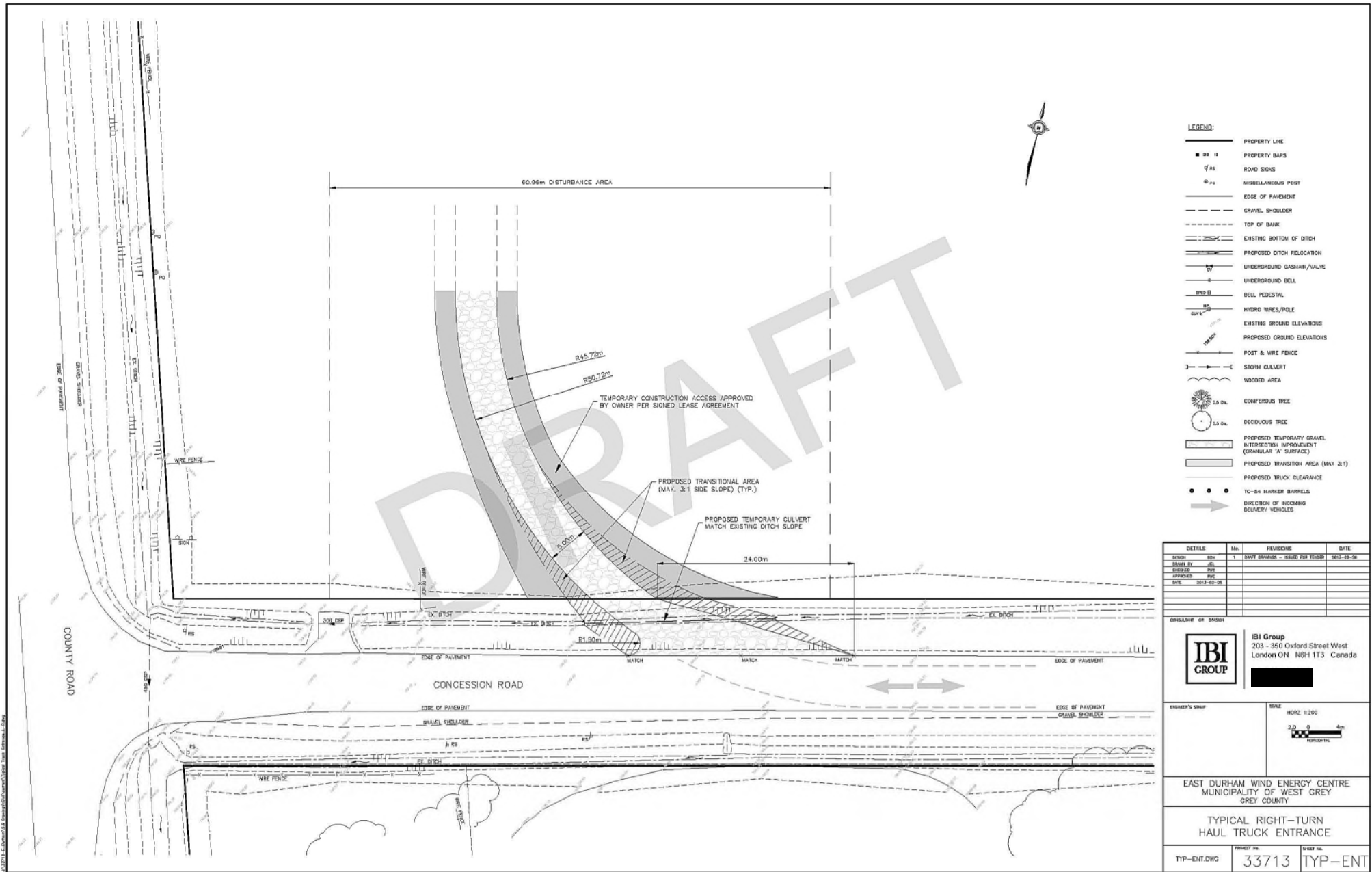
EAST DURHAM WIND ENERGY CENTRE  
 MUNICIPALITY OF WEST GREY  
 GREY COUNTY

TYPICAL COMBINED  
 HAUL TRUCK ENTRANCE

TYP-ENT.DWG	PROJECT No. 33713	SHEET No. TYP-ENT
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- LEGEND:**
- — — — — PROPERTY LINE
  - ■ ■ ■ ■ PROPERTY BARS
  - ⊕ ⊕ ⊕ ⊕ ⊕ ROAD SIGNS
  - ⊙ ⊙ ⊙ ⊙ ⊙ MISCELLANEOUS POST
  - — — — — EDGE OF PAVEMENT
  - - - - - GRAVEL SHOULDER
  - - - - - TOP OF BANK
  - - - - - EXISTING BOTTOM OF DITCH
  - — — — — PROPOSED DITCH RELOCATION
  - — — — — UNDERGROUND CASH/VALVE
  - ⊙ ⊙ ⊙ ⊙ ⊙ UNDERGROUND BELL
  - ⊙ ⊙ ⊙ ⊙ ⊙ BELL PEDESTAL
  - — — — — HYDRO WIRES/POLE
  - — — — — EXISTING GROUND ELEVATIONS
  - — — — — PROPOSED GROUND ELEVATIONS
  - — — — — POST & WIRE FENCE
  - — — — — STORM CULVERT
  - — — — — WOODED AREA
  - ⊙ 0.5 Dia. CONIFEROUS TREE
  - ⊙ 0.5 Dia. DEODOUOUS TREE
  - — — — — PROPOSED TEMPORARY GRAVEL INTERSECTION IMPROVEMENT (GRANULAR "A" SURFACE)
  - — — — — PROPOSED TRANSITION AREA (MAX. 3:1)
  - — — — — PROPOSED TRUCK CLEARANCE
  - ● ● ● ● TC-54 MARKER BARRELS
  - DIRECTION OF INCOMING DELIVERY VEHICLES


DETAILS	No.	REVISIONS	DATE
DESIGN	001	1	DRAFT DRAWINGS - SUBMITTED FOR TENDER
DRAWN BY	JL		
CHECKED	WJC		
APPROVED	WJC		
DATE	2013-03-28		

CONSULTANT OR DESIGNER



**IBI Group**  
 203 - 350 Oxford Street West  
 London ON N6H 1T3 Canada

OWNER'S SHOP

SCALE  
 HORIZ 1:200  
  
 VERTICAL

EAST DURHAM WIND ENERGY CENTRE  
 MUNICIPALITY OF WEST GREY  
 GREY COUNTY

TYPICAL RIGHT-TURN  
 HAUL TRUCK ENTRANCE

TYP-ENT.DWG	PROJECT No. 33713	SHEET No. TYP-ENT
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**APPENDIX 'S'**

**CORRESPONDENCE FROM COUNTY TO EAST DURHAM DATED MAY 23, 2013**

**From:** [Hoy, Pat](#)  
**To:** [Rickel, Adam](#)  
**Cc:** [Morrison, Sarah](#); [Dudek, Derek](#); [Turner, Travis](#); [Cifone, Mark](#)  
**Subject:** RE: East Durham Wind Project  
**Date:** Thursday, May 23, 2013 10:28:11 AM

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The draft Road Use Agreement went to our solicitor this week so I wouldn't think it would be too long coming back.

We will start to review the haul routes and typical drawings shortly.

**Pat Hoy**  
*Engineering Manager*  
Phone: +1 [REDACTED]



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**From:** Rickel, Adam [mailto:[REDACTED]]  
**Sent:** Thursday, May 23, 2013 10:17 AM  
**To:** Hoy, Pat  
**Cc:** Morrison, Sarah; Dudek, Derek; Turner, Travis; Cifone, Mark  
**Subject:** RE: East Durham Wind Project

Pat – In anticipation of the upcoming Road Use Agreement draft, I have attached a number of diagrams for your review. The first PDF shows the East Durham project heavy haul route including which intersections we propose utilizing for such heavy haul (there will need to be improvements on those intersections). The first zip file attached titled “Collection Location Maps and Typical” includes our proposed collection locations in County ROWs as well as typical collection cable installation drawings. The second zip file attached titled “Entrance Typical Drawings” shows our proposed entrance design and associated diagrams. Please review these documents and let myself and Travis Turner know if you have any questions or concerns. We would like to meet with you in the coming weeks, once we receive and review the draft Road Use Agreement, to discuss these designs/drawings as well as the agreement language and project timing. I look forward to hearing from you soon. Thank you.

Sincerely,

Adam Rickel  
Project Manager  
NextEra Energy Canada, ULC  
[REDACTED]  
[REDACTED]

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**From:** Hoy, Pat [mailto:[REDACTED]]  
**Sent:** Thursday, May 16, 2013 7:15 AM  
**To:** Rickel, Adam  
**Cc:** Morrison, Sarah; Dudek, Derek

**Subject:** RE: East Durham Wind Project

Just to let everyone know, we're still working through the agreement.

**Patrick Hoy, P.Eng.**

*Engineering Manager*

Grey County

595 9th Avenue East

Owen Sound, ON N4K 3E3

Phone: +1 [REDACTED]

Mobile: +1 [REDACTED]

Fax: +1 [REDACTED]

<http://www.grey.ca>

<http://www.visitgrey.ca>



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**From:** Rickel, Adam [[mailto:\[REDACTED\]](mailto:[REDACTED])]  
**Sent:** Monday, May 06, 2013 10:25 AM  
**To:** Hoy, Pat  
**Cc:** Morrison, Sarah; Dudek, Derek  
**Subject:** Re: East Durham Wind Project

Great, thank you for the update Pat. In the meantime, is there anything further that you need from us at this point? Otherwise, we will await the form of Road Use Agreement.

Sincerely,  
Adam Rickel

On May 6, 2013, at 7:46 AM, "Hoy, Pat" <[Pat.Hoy@grey.ca](mailto:Pat.Hoy@grey.ca)> wrote:

Adam,  
Our final agreement will be heading to our solicitor after this week. It should return shortly and we can begin modifying it to suit your project.

**Patrick Hoy, P.Eng.**

*Engineering Manager*

Grey County

595 9th Avenue East

Owen Sound, ON N4K 3E3

Phone: +1 [REDACTED]

Mobile: +1 [REDACTED]

Fax: +1 [REDACTED]  
[REDACTED]

<http://www.grey.ca>

<http://www.visitgrey.ca>



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**From:** Rickel, Adam [[mailto:\[REDACTED\]](mailto:[REDACTED])]

**Sent:** Friday, May 03, 2013 9:15 AM

**To:** Hoy, Pat; Morrison, Sarah

**Cc:** Dudek, Derek; Rickel, Adam

**Subject:** East Durham Wind Project

Hi, Pat/Sarah – Hope everything is good by you. I am checking in again regarding a Road Use Agreement between East Durham Wind, Inc. and Grey County. I understand from the last time we spoke that, instead of using the form Road Use Agreement which East Durham presented to you last October, you desire to use a form which was being approved by the County. We need to advance this agreement and our discussions about its content. Please update me on the status of this form and forward to me as soon as possible, either as a final form or the current draft. Also, please let me know if there is anything else you need from us at this time to make progress on the agreement. We are in the final stages of engineering for the project; I will soon have more detailed design to share with you should the County require it.

If you would like to sit and discuss this agreement or anything else that may help us advance it, I will be available next Wednesday afternoon or Thursday for a meeting in Grey County. I would be glad to come by, yet there may not be much to discuss prior to us obtaining a draft agreement from the county. Please let me know your thoughts. Thank you for your continued cooperation. I look forward to working on the Road Use Agreement and other aspects of this project.

Sincerely,

Adam Rickel

Project Manager

NextEra Energy Canada, ULC  
[REDACTED]  
[REDACTED]