Exhibit B
Tab 4
Schedule 1
Appendix I

Emails from Suncor to Town of August 21, 2014 with relevant attachments

From: Terakita, Carolyn <CTerakita@Suncor.com> on behalf of Phillips, Belinda

<be/><bephillips@suncor.com>

Sent: Thursday, August 21, 2014 3:46 PM

**To:** kpratt@plympton-wyoming.ca; briannac@plympton-wyoming.ca **Cc:** Engel, Albert M.; Scott, Christopher A; Hood, Jody; McAffee, Dan;

egillespie@gillespielaw.ca; Phillips, Belinda

**Subject:** Suncor Agreement with Town of Plympton Wyoming

Attachments: Schedule A - By-law 46.docx; 20140806 Blackline to 20140801.docx; 20140806 Final

Draft Agreement - AME.docx; Schedule B - By-law 37.docx

Categories: Attachment(s) Modified

Dear Ms. Coughlin and Mr. Pratt,

Suncor is writing to you directly, because our lawyer, Albert Engel, has not received confirmation from the Town of Plympton-Wyoming's lawyer, Eric Gillespie, of the following:

- 1) That the Town has received the most recent draft of the proposed Insurance and Decommissioning Agreement (the "Agreement") between Suncor and the Town, including all schedules to that Agreement, that were emailed to Mr. Gillespie on August 6th, 12th and 18th, 2014; and
- 2) The path forward in Suncor's settlement discussions with the Town since the Town Council meeting of August 13, 2014 on which date Mr. Gillespie was unavailable to assist the Town with resolution discussions.

As a result of this lack of confirmation from Mr. Gillespie, Suncor is filing this request to be placed on the agenda for the Town Council meetings scheduled for Monday, August 25, 2014 and Wednesday, August 27, 2014.

The Town may then circulate for public comment, for consideration at the September 10, 2014 meeting of Town Council. Suncor considers the September 10, 2014 as the final deadline for the Town and Suncor to execute the Agreement, in order to avoid Suncor's costs submission deadline of September 19, 2014.

Suncor understands that Mr. Gillespie is to be discussing the most recent draft of the proposed agreement between Suncor and the Town in-camera on Monday, August 25, 2014.

Suncor requests that the most recent draft of the proposed Agreement between Suncor and the Town also be discussed in an incamera session during the August 27, 2014 Town Council meeting.

Suncor requests the ability to be present and discuss any outstanding issues that Town Council may have with the agreement at the Town Council meetings scheduled for Monday, August 25, 2014 and Wednesday, August 27, 2014.

Attached, please find the most recent draft of the proposed agreement between Suncor and the Town, including Schedules A and B to that agreement. Schedules C and D will be emailed to you in subsequent emails due to their size.

Suncor is submitting this request to you directly, pursuant to Section 5.1 of the Town's Procedural By-Law Number 22 of 2011.

In the alternative, if you are unable to confirm that this matter will be discussed on August 25, 2014 with Mr. Gillespie in-camera and on August 27, 2014 with Suncor in-camera, then Suncor requests, pursuant to Section 6.1 of the Town's Procedural By-Law Number 22 of 2011, permission to present a delegation to Town Council on August 27, 2014 to present the attached agreement.

We look forward to hearing back from you at your earliest opportunity.

Thank you,

### Belinda Phillips

Belinda Phillips | Suncor Energy Inc. | Director, Wind Project Development & Operations Ph 403.296.3155 | Cell 403.862.2064 | <a href="mailto:bephillips@suncor.com">bephillips@suncor.com</a>

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("Agreement").

### **BETWEEN:**

#### THE CORPORATION OF THE TOWN OF PLYMPTON-WYOMING

(hereinafter referred to as "Town")

- and -

### SUNCOR ENERGY PRODUCTS INC.

(hereinafter referred to as "Suncor")

**WHEREAS** Suncor has applied for approval from the Ontario Ministry of the Environment, in accordance with the *Environmental Protection Act*, R.S.O. 1990 c.E.19. as amended ("EPA") to construct, install, operate, use and retire a 100 MW Class 4 wind facility known as the Cedar Point Wind Power Project ("Cedar Point") made up of up to 46 wind turbines, 27 of which are proposed to be built within the Town;

**NOW THEREFORE**, in consideration of the mutual agreements and covenants hereinafter contained, the receipt and sufficiency of which is hereby acknowledged, the Town and Suncor agree as follows:

## **DEFINITIONS**

"Commercial Operation Date" means the date on which commercial operation of Cedar Point is first attained, in accordance with the Power Purchase Agreement.

"Investment Grade Credit Rating" means a rating on senior unsecured debt of at least two of the following credit rating agencies:

- (a) Baa3 or better from Moody's;
- (b) BBB- or better from Standard and Poors:
- (c) BBB- or better by Fitch; or
- (d) BBB (low) or better from Dominion Bond Rating Service Limited;

or an equivalent rating from any successor rating agency thereof;

"Power Purchase Agreement", (hereinafter "PPA") means the Feed-In Tariff Contract for Cedar Point made between Suncor and the Ontario Power Authority, including any amendments or renewals thereof.

The following Schedules are attached to and form an integral part of this Agreement:

Schedule "C" - Description of location of electrical infrastructure

### **ELECTRICAL INFRASTRUCTURE**

- 1.3.1 Suncor shall consult with the Town with respect to the method of construction and installation of the electrical infrastructure referred to in clause 3.1.5 below at least 60 days prior to the start of construction of this electrical infrastructure.
- 1.3.2 Suncor agrees that:
  - 1.3.2.1 Crossings of municipal road allowances will be installed by directional drilling of the cables beneath the road allowances in conduit at least 1.5 meters below the invert of the ditch and 2.5 meters below the centre line of the travelled portion of the road;
  - 1.3.2.2 Crossings of municipal drains located within the municipal road allowances will be installed by directional drilling the cables in conduit at least 1.5 meters beneath the invert of the municipal drain; and
  - 1.3.2.3 When locating cable within the road allowance, Suncor shall install the cables within 1 meter of the property limit of the right of way, unless unknown obstacles are discovered. In such a case the location shall be as far from the travelled portion of the road as possible.

3.1.5 Suncor is a distributor pursuant to the *Electricity Act, 1998* S.O. 1998, c.15 Schedule A, and may, over, under or on any road right of way owned by the Town, construct or install such structures, equipment and other facilities in accordance with Sections 1.3.1 and 1.3.2, for the purpose of its transmission or distribution system, including poles and lines, at the locations set out in **Schedule "C"**. Suncor agrees that if

any of the locations change in the future, that Suncor will need to obtain agreement of the Town for the new locations;

Page	7	of	8

Page	8	of	8	
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# Schedule "C" to an Insurance and Decommissioning Agreement between the Corporation of the Town of Plympton-Wyoming and Suncor Energy Products Inc.

[NTD - COPY OF ELECTRICAL INFRASTRUCTURE LOCATION MAP]

From: Terakita, Carolyn <CTerakita@Suncor.com> on behalf of Phillips, Belinda

<be/><bephillips@suncor.com>

Sent: Thursday, August 21, 2014 3:47 PM

To: Phillips, Belinda; kpratt@plympton-wyoming.ca; briannac@plympton-wyoming.ca

**Cc:** Engel, Albert M.; Scott, Christopher A; Hood, Jody; McAffee, Dan;

egillespie@gillespielaw.ca

**Subject:** RE: Suncor Agreement with Town of Plympton Wyoming

**Attachments:** Schedule C - 20140808.pdf

### Please find attached Schedule C as per our earlier email.

#### **Belinda Phillips**

Belinda Phillips | Suncor Energy Inc. | Director, Wind Project Development & Operations Ph 403.296.3155 | Cell 403.862.2064 | bephillips@suncor.com

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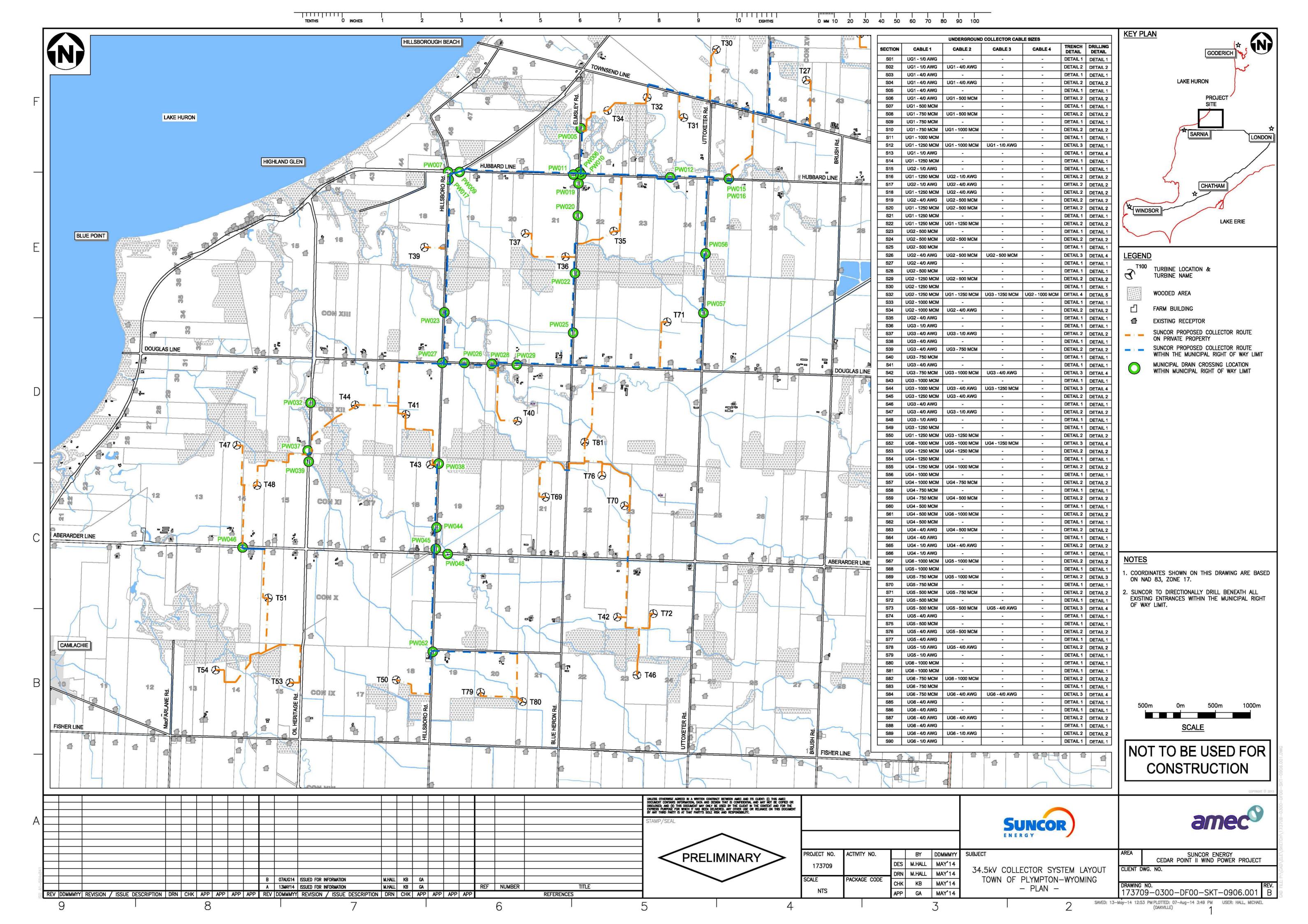
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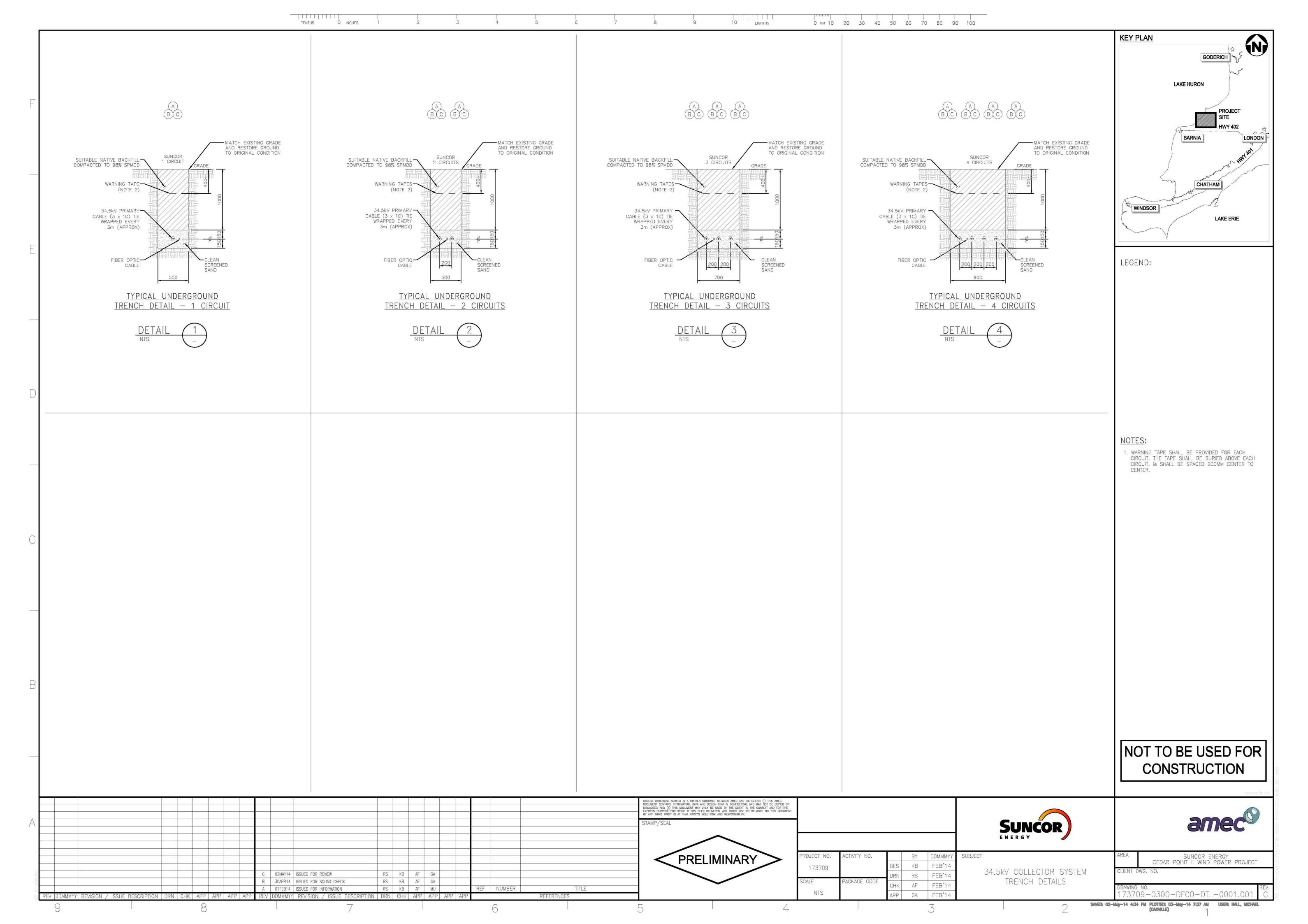
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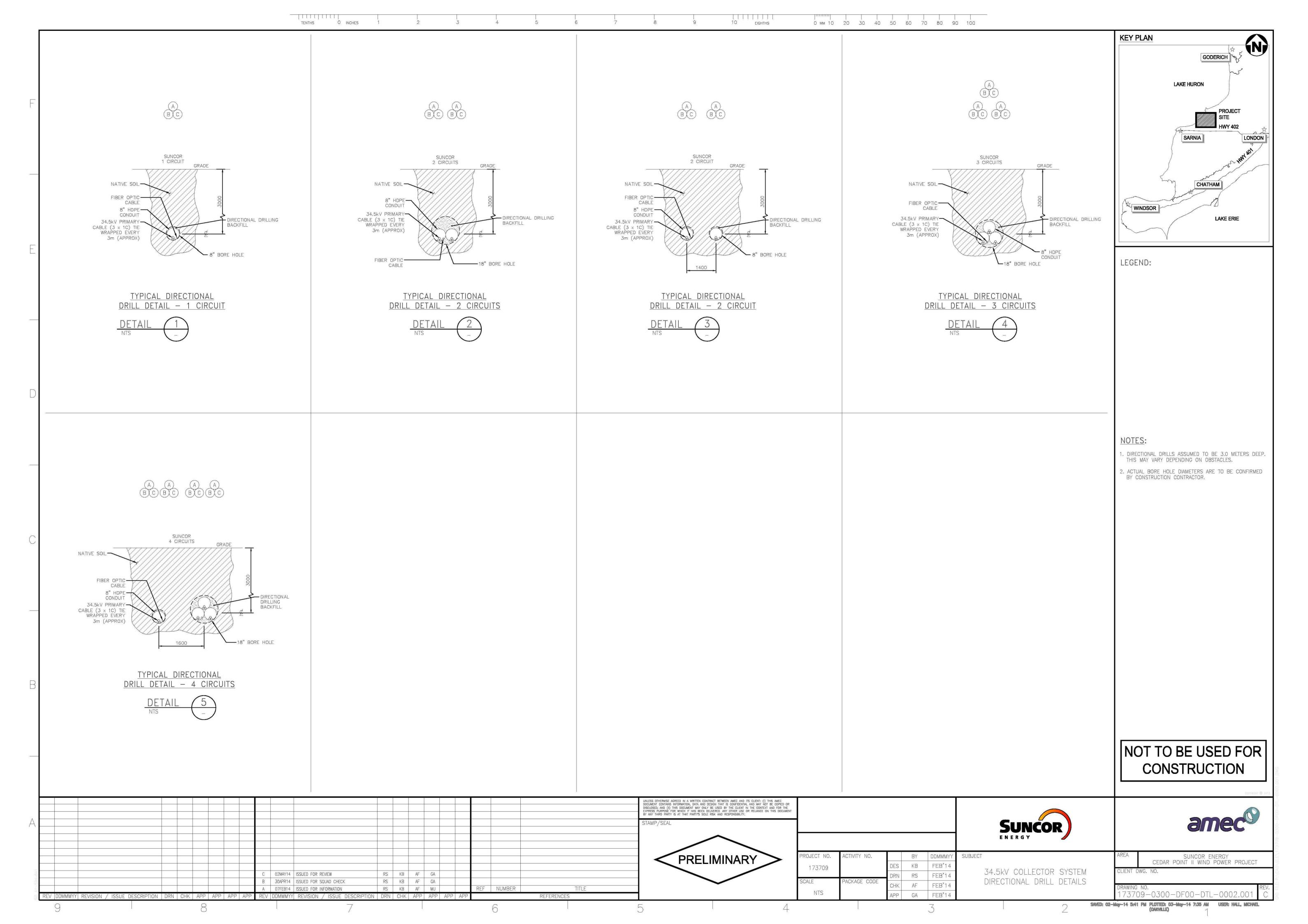
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# **NOTES**

# **GENERAL NOTES**

- 1. ALL COORDINATES, DIMENSIONS AND ELEVATIONS ARE IN METRES, UNLESS NOTED OTHERWISE.
- 2. EXISTING TOPOGRAPHIC SURVEY INFORMATION WAS PROVIDED BY TOTAL TECH SURVEYING INC., JANUARY 2014. LIDAR SURVEY INFORMATION WAS PROVIDED BY J.D. BARNES LTD., OCTOBER 2013.
- 3. EXISTING ELEVATIONS ARE GEODETIC AND DERIVED FROM THE NORTH AMERICAN LEICA SMARTNET RTK NETWORK AND ARE BASED ON NAD83 CSRS WITH GRS1980 ELLIPSOID AND THE HT2\_O GEOID MODEL. VERTICAL DATUM BASED ON CGVD28. GEOGRAPHIC COORDINATE SYSTEM IS BASED ON UTM NAD 83,
- 4. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE "OCCUPATIONAL HEALTH AND SAFETY ACT" AND REGULATIONS FOR CONSTRUCTION PROJECTS.
- 5. THE POSITION OF POLE LINES, CONDUITS, WATERMAIN, SEWERS AND OTHER UNDERGROUND AND ABOVEGROUND UTILITIES AND STRUCTURES ARE NOT NECESSARILY SHOWN ON THE CONTRACT DRAWING. BEFORE STARTING WORK THE CONTRACTOR SHALL CONFIRM THE EXACT LOCATION OF ALL UTILITIES AND STRUCTURES AND SHALL ASSUME ALL LIABILITY FOR DAMAGES TO THEM.
- 6. ALL WORK SHALL BE CARRIED OUT IN ACCORDANCE WITH TECHNICAL SPECIFICATION 173709-0000-DD10-SPC-0001 AND IN ADHERENCE TO THE LATEST REVISIONS OF THE ONTARIO PROVINCIAL STANDARD SPECIFICATIONS (OPSS) AND ONTARIO PROVINCIAL STANDARD DRAWINGS (OPSD).
- ALL WORKS WITHIN THE MUNICIPAL ROAD ALLOWANCE SHALL BE SUBJECT TO THE GOVERNING ROAD AUTHORITY STANDARDS FOR EITHER THE MUNICIPALITY OF LAMBTON SHORES, TOWNSHIP OF PLYMPTON-WYOMING, TOWNSHIP OF WARWICK, COUNTY OF LAMBTON OR THE MINISTRY OF TRANSPORTATION.
- 8. ALL DIMENSIONS AND ELEVATIONS SHALL BE CHECKED AND VERIFIED PRIOR TO ANY CONSTRUCTION. ANY DISCREPANCIES ARE TO BE REPORTED TO THE ENGINEER BEFORE PROCEEDING.
- ACCESS TO EXISTING RESIDENTIAL AND AGRICULTURAL DRIVEWAYS SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR TO COORDINATE TEMPORARY CLOSURES WITH THE LANDOWNER A MINIMUM OF 48 HOURS PRIOR TO START OF WORK. THE CONTRACTOR SHALL IMMEDIATELY REINSTATE THE DRIVEWAY ACCESS IN THE EVENT OF AN EMERGENCY.
- 10. OVERHEAD UTILITIES SHALL BE TEMPORARY SUPPORTED OR RELOCATED TO ALLOW FOR MINIMUM VERTICAL CLEARANCE OF 4.8m. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE THE RELOCATION OF UTILITIES WITH THE APPROPRIATE UTILITY COMPANY.
- 11. PRIOR TO STARTING ANY WORKS, THE CONTRACTOR MUST ENSURE THAT ALL CONSERVATION AUTHORITY, MINISTRY OF NATURAL RESOURCES, MUNICIPAL AND PROVINCIAL APPROVALS HAVE BEEN OBTAINED PRIOR TO CONSTRUCTION.

# **GRADING AND DRAINAGE**

- 1. PRIOR TO COMMENCEMENT OF GRADING WORKS, ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AND OPERATIONAL IN ACCORDANCE WITH OPSS 805.
- 2. SITE PREPARATION SHALL CONFORM TO OPSS 490.
- 3. ALL EXCAVATION AND GRADING SHALL BE CARRIED OUT IN ACCORDANCE WITH
- 4. ALL EXCESS EXCAVATED EARTH MATERIAL SHALL BE HAULED OFF-SITE TO AN APPROPRIATE DISPOSAL SITE OR SPREAD ON-SITE UNDER THE DIRECTION OF
- 5. ALL EARTH SUB-GRADE SHALL BE PROOF ROLLED AND COMPACTED TO 98% STANDARD PROCTOR MAXIMUM DRY DENSITY (SPMDD) IN ACCORDANCE WITH
- ANY DAMAGED DRAINAGE TILES SHALL BE REPAIRED AND RE-CONNECTED INTO THE EXISTING DRAINAGE SYSTEM BY AN APPROVED LOCAL DRAINAGE CONTRACTOR AND IN ACCORDANCE WITH AMEC SPECIFICATION 173709-0000-DD10-SPC-0001.

# UNDERGROUND CABLE TRENCHING

- TRENCHING, BEDDING AND BACKFILLING SHALL BE IN ACCORDANCE WITH AMEC SPECIFICATION 173709-0000-DD10-SPC-0001 AND CONFORM TO OPSS 401.
- 2. DEWATERING SHALL BE IN ACCORDANCE WITH AMEC SPECIFICATION 173709-0000-DD10-SPC-0001 AND CONFORM TO OPSS 517.
- 3. MINIMUM DEPTH OF COVER FOR UNDERGROUND COLLECTOR CABLES SHALL BE 1.0m TO TOP SAND COVER MATERIAL.
- 4. UNDERGROUND CABLE BEDDING AND COVER SHALL BE IN ACCORDANCE WITH DRAWING 173709-0300-DF00-DTL-0001.001 AND AMEC SPECIFICATION 173709-0000-DD10-SPC-0001.
- HORIZONTAL DIRECTIONAL DRILLING (HDD) SHALL BE IN ACCORDANCE WITH AMEC SPECIFICATION 173709-0000-DD10-SPC-0001 AND CONFORM TO OPSS 450.

# SITE RESTORATION

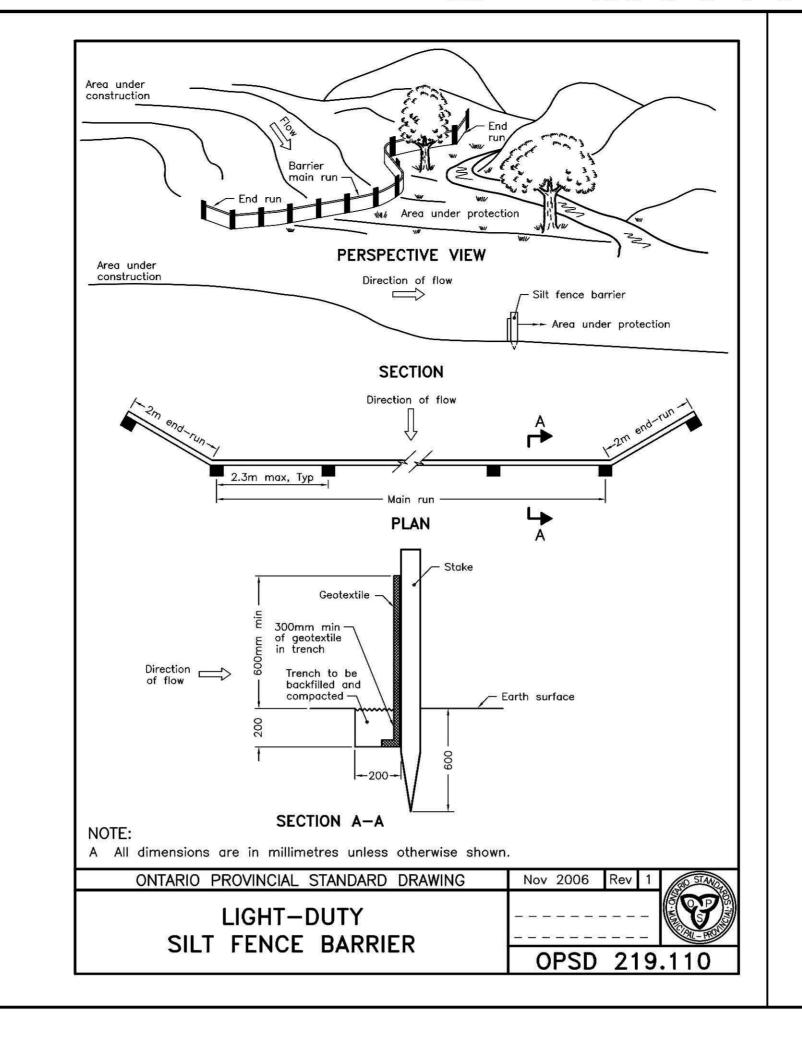
- SITE RESTORATION SHALL BE IN ACCORDANCE WITH AMEC SPECIFICATION 173709-0000-DD10-SPC-0001 AND CONFORM TO OPSS 492.
- 2. ALL DISTURBED AREAS ARE TO BE RESTORED TO ITS ORIGINAL CONDITION OR
- 3. ALL EXISTING GRASSED AREAS OR NON-CULTIVATED LANDS DISTURBED BY CONSTRUCTION SHALL BE RE-VEGETATED WITH HYDRAULIC MULCH AND SEED USING NATIVE SPECIES SIMILAR TO THOSE FOUND IN ADJACENT AREA, AND CONFORM TO OPSS 804.

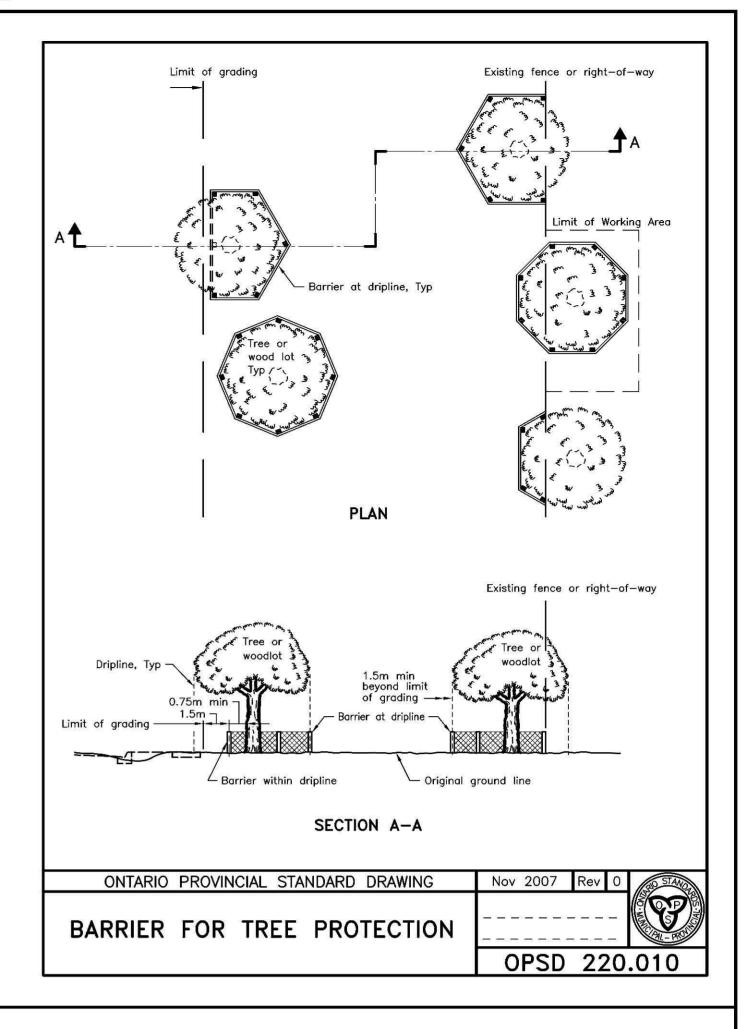
# **ENVIRONMENTAL MEASURES**

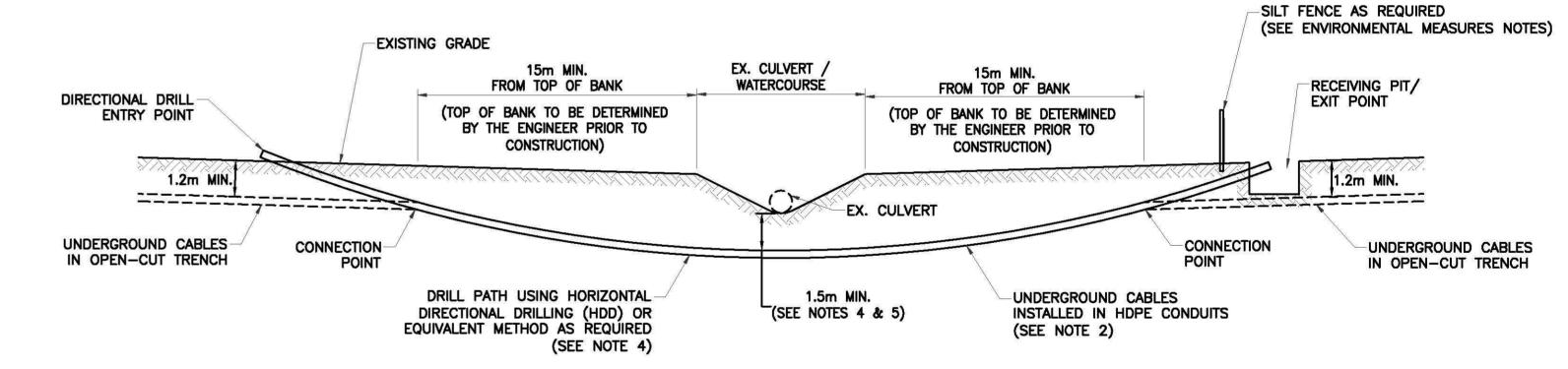
- 1. ALL TREES AND PLANTS LOCATED WITHIN THE CONSTRUCTION ZONE THAT ARE NOT SCHEDULED FOR REMOVAL SHALL BE PROTECTED WITH BARRIER FENCING, ERECTED BEYOND THE DRIP LINE AS PER OPSD 220.010.
- 2. WHERE LIMBS OR PORTIONS OF TREE BRANCHES ARE REMOVED TO ACCOMMODATE CONSTRUCTION WORK OR DELIVERY OPERATIONS, THEY WILL BE PRUNED CAREFULLY IN ACCORDANCE WITH ACCEPTED ARBOR CULTURAL PRACTICE. MEASURES SHALL BE TAKEN TO MINIMIZE DAMAGE TO THE GREATEST EXTENT POSSIBLE. REMOVAL OF TREES AND SHRUBS ONLY AS DIRECTED BY
- 3. TO THE EXTENT PRACTICAL, TREE PRUNING SHALL BE AVOIDED BETWEEN SEPTEMBER TO NOVEMBER DURING LEAF FALL, AND PRIOR TO OR AFTER THE BREEDING SEASON FOR BIRDS (MAY 1 TO JULY 31).
- 4. ALL CONSTRUCTION ACTIVITIES WITHIN 30m OF ANY SIGNIFICANT WILDLIFE HABITATS (INCLUDING BIRDS, BATS, AMPHIBIANS AND OTHER WILDLIFE) SHALL BE AVOIDED DURING SENSITIVE BREEDING SEASON. RESTRICT CONSTRUCTION ACTIVITIES PRIMARILY TO DAYTIME HOURS AND VEHICLE SPEEDS SHOULD BE RESTRICTED TO 30 km/h OR LESS ON ACCESS ROADS.
- 5. SILTATION CONTROL FENCE SHALL CONFORM TO OPSD 219.110 OR APPROVED EQUIVALENT WITH GEOTEXTILE FABRIC MOUNTED ON CONSTRUCTION FENCE OR EXISTING SECURITY FENCE. GEOTEXTILE FABRIC MATERIAL SHALL CONFORM TO
- 6. SILTATION CONTROL FENCE TO BE INSTALLED ALONG EDGE OF ANY SIGNIFICANT WATERCOURSE, WETLAND, WOODLAND AND WILDLIFE HABITATS THAT ARE WITHIN 30m OF ALL CONSTRUCTION AREAS. VEGETATED BUFFERS BETWEEN SILT FENCE AND SIGNIFICANT FEATURES SHALL BE MAINTAINED. ALSO, SILTATION CONTROL FENCE TO BE INSTALLED WHERE COLLECTOR LINE OPEN TRENCHING IS PROPOSED PARALLEL TO THE ROADWAY ADJACENT TO A SIGNIFICANT WATERCOURSE OR DITCH.
- 7. SILTATION CONTROL FENCE TO BE INSTALLED PRIOR TO ANY SITE CLEARING AND LEFT IN PLACE UNTIL ALL VEGETATION RE-GROWTH.
- 8. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE ROUTINELY INSPECTED, MAINTAINED IN PROPER WORKING ORDER AND CLEANED REGULARLY TO THE SATISFACTION OF THE ENGINEER.
- 9. ALL EROSION AND SEDIMENT CONTROLS ARE TO BE INSPECTED AFTER EACH RAINFALL EVENT AND REPAIRED AS REQUIRED OR AS DIRECTED BY THE
- 10. THE CONTRACTOR SHALL KEEP PUBLIC ROADWAYS FREE OF DEBRIS DURING THE CONSTRUCTION PERIOD. ANY MATERIAL TRACKED FROM THE SITE SHALL BE PROMPTLY REMOVED FROM THE ROADWAY AT THE CONTRACTOR'S EXPENSE.
- 11. THE CONTRACTOR SHALL SATISFY ALL CONDITIONS OF THE FISHERIES AND OCEANS CANADA (DFO) - ONTARIO OPERATIONAL STATEMENT FOR DIRECTIONAL DRILLING.
- 12. THE CONTRACTOR SHALL NOTIFY DFO 10 WORKING DAYS PRIOR TO START OF DIRECTIONAL DRILLING BY FILLING OUT AND SUBMITTING THE ONTARIO OPERATIONAL STATEMENT NOTIFICATION FORM.
- 13. HORIZONTAL DIRECTIONAL DRILLING OR PUNCH & BORE TECHNIQUES ARE PREFERRED FOR INSTALLATION OF UNDERGROUND COLLECTOR LINES UNDER WATERCOURSES IN ACCORDANCE WITH THE STANDARD MITIGATION MEASURES (SECTION 6) OF THE WATER ASSESSMENT & WATER BODY REPORT (BY STANTEC CONSULTING) AND ALL RELEVANT DFO OPERATIONAL STATEMENTS.
- 14. HORIZONTAL DIRECTIONAL DRILLING PITS MUST BE PLACED A MINIMUM OF 30m
- 15. EROSION AND SEDIMENT CONTROL DEVICES TO BE INSTALLED AT THE HORIZONTAL DIRECTIONAL DRILLING LOCATIONS. ALL EXCESS DRILL FLUID, CUTTINGS AND OTHER WASTE MATERIALS MUST BE COLLECTED AND DISPOSED OFF-SITE IN AN APPROPRIATE MANNER.
- 16. WINDROW / STOCKPILING OF ANY MATERIALS TO BE LOCATED 30m MINIMUM AWAY FROM ANY SIGNIFICANT WETLAND, WOODLAND AND WILDLIFE HABITATS AND
- 17. NO REFUELING OR MAINTENANCE OF VEHICLES IS PERMITTED ADJACENT TO ANY SIGNIFICANT WETLAND, WOODLAND AND WILDLIFE HABITATS.

# **ABBREVIATIONS**

MER CGVD28 - CAN VERT	UTM	- UNIVERSAL TRANSVERSE	EX	- EXISTING
	MERCATOR  - CANADIAN GEODETIC	CSP	<ul> <li>CORRUGATED STEEL PIPE</li> </ul>	
	ocne	VERTICAL DATUM 1928  RS — CANADIAN SPATIAL REFERENCE SYSTEM	MAX./MIN.	- MAXIMUM / MINIMUM
	CSRS		ø	- DIAMETER
	m	- METRE	INV	- INVERT
	mm	- MILLIMETRE	<b>©</b>	- CENTERLINE
	%	- SLOPE PERCENT	H.D.D.	- HORIZONTAL
	SPMDD	- STANDARD PROCTOR	UDDE	DIRECTIONAL DRILLING
		MAXIMUM DRY DENSITY	HDPE	- HIGH DENSITY POLYETHYLENE
	N.T.S.	- NOT TO SCALE		and the second state of the second se



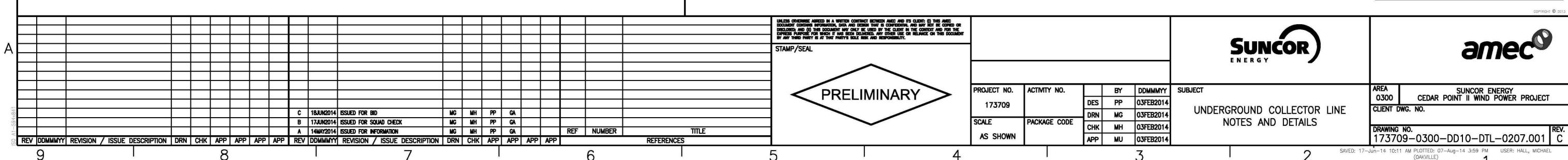




- 1. ALL EFFORTS SHALL BE MADE TO MINIMIZE DISTURBANCE OR SEDIMENT RELEASE TO ANY WATERCOURSE.
- 2. FOR TYPICAL DIRECTIONAL DRILL DETAIL SECTIONS, SEE DRAWING 173709-0300-DF00-DTL-0002.001.
- 3. FOR UNDERGROUND COLLECTOR LINE LAYOUT AND TRENCH DETAILS, SEE DRAWINGS 173709-0300-DF00-LYD-0001.001 AND 173709-0300-DF00-DTL-0001.001.
- 4. CONTRACTOR IS RESPONSIBLE TO DESIGN DRILL PATH METHOD (H.D.D. OR ALTERNATE TRENCHLESS METHOD TO SUIT) AND DEPTH REQUIRED ACCORDING TO GEOTECHNICAL CONDITIONS TO AVOID RISK OF FRAC-OUT RELEASES AND CONFLICTS WITH OTHER EXISTING UTILITIES.
- 5. WHEN CROSSING ANY SIGNIFICANT WETLAND AND WILDLIFE HABITATS, ALL DRILLING WILL OCCUR AT LEAST 30m FROM THE EDGE OF THE FEATURE AND AT A DEPTH OF 3.0m MIN. TO MINIMIZE IMPACT ON THESE
- 6. FOR TYPICAL CABLE CROSSING DETAILS UNDER EXISTING ROADWAY AND EXISTING VEGETATION. SEE DRAWING 173708-0300-DF00-DTL-0004.001.

TYPICAL DIRECTIONAL DRILLING DETAIL SCALE: N.T.S.

NOT TO BE USED FOR CONSTRUCTION



From: Terakita, Carolyn <CTerakita@Suncor.com>

Sent: Thursday, August 21, 2014 3:48 PM

**To:** Phillips, Belinda; kpratt@plympton-wyoming.ca; briannac@plympton-wyoming.ca

**Cc:** Engel, Albert M.; Scott, Christopher A; Hood, Jody; McAffee, Dan;

egillespie@gillespielaw.ca

**Subject:** RE: Suncor Agreement with Town of Plympton Wyoming

**Attachments:** Schedule D - 9 3 Staff Report - Will Bartlett Cedar Point - Drains.pdf

Please find attached Schedule D as per our earlier email.

#### Belinda Phillips

Belinda Phillips | Suncor Energy Inc. | Director, Wind Project Development & Operations Ph 403.296.3155 | Cell 403.862.2064 | bephillips@suncor.com

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