



This is the 1st Affidavit
of Victor Rempel in this case and
was made on April 20, 2018

No. S-174308
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

INDUSTRIAL ALLIANCE INSURANCE AND FINANCIAL SERVICES INC.

PLAINTIFF

AND:

**WEDGEMOUNT POWER LIMITED PARTNERSHIP, WEDGEMOUNT POWER (GP) INC.,
WEDGEMOUNT POWER INC., THE EHRHARDT 2011 FAMILY TRUST, POINTS WEST HYDRO
POWER LIMITED PARTNERSHIP by its general partner POINTS WEST HYDRO (GP) INC.,
CALAVIA HOLDINGS LTD., SWAHEALY HOLDING LIMITED, BRENT ALLAN HARDY, DAVID JOHN
EHRHARDT, 28165 YUKON INC., PARADISE INVESTMENT TRUST and SUNNY PARADISE INC.**

DEFENDANTS

AFFIDAVIT

I, VICTOR REMPEL, of 6911 Southpoint Drive, 3rd Floor, Podium B in the City of Burnaby, in the Province of British Columbia, make oath and say as follows:

1. I am a Manager, Distribution Generator Interconnections at British Columbia Hydro and Power Authority (“BCH”), a stakeholder in these proceedings, and as such have personal knowledge of the facts and matters hereinafter deposed to, or where I do not possess such personal knowledge, I have stated the source of my information and belief, and in all such cases do verily believe it to be true.
2. I have reviewed the Affidavit #1 of Bruce Chow made January 19, 2018 (the “Chow Affidavit”). Capitalized terms used in this Affidavit, but not otherwise defined, have the meaning set out in the Chow Affidavit.

Process for projects – generally

3. I have reviewed the Affidavit #1 of Frank Lin made March 29, 2018 (the “**Lin Affidavit**”). The Lin Affidavit accurately describes the process of assessing and preparing the design, engineering and cost of projects in the SOP.
4. In particular, projects require an interconnection study setting out how the project will connect to the BCH system. A project cannot be connected to the BCH system until an interconnection facilities study is completed and finalized, including acceptance by the IPP and submission of any letters of credit and necessary funding for the work. BCH requires that the IPP provide security and funding for the work to be completed because there is a significant amount of work required to complete the report and ready the project to be connected. This includes work of engineers, procurement, Indigenous relations and other personnel that are involved in the design, scope and routing for the project.
5. The interconnection facilities study sets out the scope, schedule and cost for connecting the project to the BCH system. Although BCH prepares this report, it is based on a scope proposal and proposed operation date provided by the IPP. The interconnections group receives the proposed operation date from the IPP and works back from that date to determine if the schedule allows the IPP to reach operations by their intended date. BCH does not set the operation date, but works collaboratively with the IPP to achieve the requested operation date. In some cases, BCH needs to advise the IPP that their proposed operation date isn’t logistically feasible and has been modified in the facility study’s schedule. However, it is the IPP that sets the operation date, and BCH cannot initiate the facilities study work until the IPP has provided their proposed operation date and connection point.
6. The interconnection facilities report sets out the technical process for connecting the project to the BCH system. The intention of an interconnection facilities report is that

when the IPP accepts the report, work can begin to construct and commission the required interconnection facilities.

7. If the IPP changes the route or the scope of their project, this will require changes to the interconnection facilities report which, as noted above, sets out the method, schedule and cost for connecting the project to the BCH system.
8. As noted in the Lin Affidavit, the BCH interconnections group handles the technical aspects of projects, including completing the reports necessary for the project to connect to the BCH grid and reach commercial operations.
9. The BCH interconnections group does not address contractual matters. Based on my experience with similar projects, and BCH's policies and procedures in these matters, whenever contractual issues arise in the course of discussions between the BCH interconnections group and an IPP, interconnections advises the IPP that they would need to speak to someone in the BCH contracts management group about the terms of the EPA.

The Wedgemount Project

10. My role with the Wedgemount project was directed at project management for the process, design and engineering necessary to connect the Wedgemount project to the BCH system. I became involved in this project after the draft interconnection facilities study was issued in August 2016.
11. After the draft facilities study was issued, Wedgemount made a number of changes to their proposed route and scope for connecting the project to the BCH system. Based on my discussions with Wedgemount in the fall of 2016 and continuing in early 2017, including with David Ehrhardt of Wedgemount, Wedgemount's primary concerns with the August 2016 report was the cost. Wedgemount also made comments regarding the route, but the changes to the route were to reduce the costs.

12. There were many discussions between Wedgemount and BCH between September 2016 and May 2017 regarding Wedgemount's revisions to the route and the scope. For example, in January 2017, Wedgemount proposed that its consultants could design an overhead system and obtain the appropriate permits for a section of the BCH underground line in a more creative and timely manner than BCH's consultant. Although it is non-standard to transfer this work to the IPP, BCH agreed to allow Wedgemount and its consultant to take on this work. Attached and marked as **Exhibit "A"** is a true copy of an email dated February 2, 2017 from Peter Zell to me and others attaching the minutes of the January 31, 2017 meeting where this was discussed.
13. BCH was unable to update the interconnection facilities study until Wedgemount confirmed whether it was able to proceed with its alternate approach. Most of BCH's work necessary to revise the report was dependent on the schedule, route and permitting, of the section of the line described in paragraph 12 above, which was to be determined by Wedgemount.
14. However, Wedgemount did not – and still has not – finalized the route or scope during that time.
15. From BCH's perspective, the report issued in August 2016 set out a route and schedule that was technically feasible and could begin work when approved by the IPP. If Wedgemount had accepted the report in 2016, the report would have been finalized and BCH would begin working towards the timelines set out in that report. I have reviewed the Affidavit of Michael Potyok which indicates that the lack of permitting for SLRD lands would prevent the project work from moving forward. Based on my experience with these sorts of projects, the SLRD permitting would not prevent Wedgemount or BCH with finalizing the facilities study or moving forward with the work. It is common for the study to be approved, and for various components of the work to move forward in parallel.

16. The changes Wedgemount made to the project scope and route after the August 2016 study was issued rendered that study obsolete.

The Wedgemount EPA

17. As noted above, the interconnections group at BCH does not address contract issues. In the course of my discussions with Wedgemount between October 2016 and May 2017, we advised Wedgemount and IA that any questions regarding the EPA, and any requests for "relief" regarding the EPA or its terms needed to be directed to the contracts management group within BCH.
18. Although the interconnections group could work with Wedgemount and IA with respect to changes to the route to address their cost concerns, we were not able to have any discussions with them regarding the terms of the contract, and at no time did I discuss the EPA or its terms with Wedgemount or IA.

Appointment of the Receiver

19. On June 6, 2017, Ryan Hefflick and I met with the Receiver (Melinda McKie and Paul Chambers) and Michael Potyok, a consultant to the Receiver to discuss technical issues towards updating the draft facilities study interconnection report, based on Wedgemount's revised scope proposal. A summary of the meeting is attached as Exhibit H to Mr. Hefflick's Affidavit. This email accurately reflects my recollection of the discussion at the June 6 meeting.
20. The purpose of this discussion was to get updated information from the Receiver as to their plans for the project so that BCH could revise the interconnection facilities report. All discussions that I had with Ms. McKie, Mr. Chambers and Mr. Potyok were limited to the technical issues necessary to bring the Wedgemount project towards connection with the BCH system.
21. In the June 6 meeting, the Receiver and Mr. Potyok indicated their intention to try complete the project, including becoming operational, by late summer 2017.

22. This timeline was challenging from BCH's perspective since the interconnection facility report was not complete, and could not be completed until the distribution line routing and point of interconnection was finalized by the Receiver. Until the Receiver and BCH agreed on these critical technical elements, it was not possible for the project to become operational.
23. I have reviewed the Affidavit of Melinda McKie, and in particular paragraphs 18 and 19 which say that during the June 6, 2017 meeting:
 - (a) at paragraph 18 that Mr. Hefflick and I "confirmed that the Final Interconnection Study Report would not be issued until the route of interconnection was finalized and the interconnection engineering design work was further developed";
 - (b) at paragraph 19 that "Mr. Hefflick and Mr. Rempel also advised that because the Draft Interconnection Study Report was only in draft form, there was no Target COD set and consequently there was no COD deadline of September 30, 2017."
 - (c) at paragraph 19 that "As a result of the representations made by BCH, the Receiver understood that until the point at which a Final Interconnection Study Report was issued, there was no hard deadline by which the Project had to reach COD in order for the EPA to remain in effect."
 - (d) at paragraph 23 that the Receiver disbursed \$105,000 to BCH "in reliance on the representations made by BCH to the Receiver that the EPA would not expire on or be terminated after September 30, 2017."
24. With respect to paragraph 18 of Ms. McKie's Affidavit, this is consistent with my recollection. In the June 6 meeting, I advised that the study could not be re-initiated or issued until the route was finalized and the outstanding engineering design work was further advanced. This was also communicated prior to the June 6 meeting in my email to Mr. Potyok dated May 24, 2017, a copy of which is attached as Exhibit F to Mr.

Hefflick's affidavit. However, in the June 6 meeting, I also advised the Receiver and Mr. Potyok that determining the interconnection point and advancing the engineering design for a section of the line (as described at paragraph 12 above) was the responsibility of the IPP. This is reflected in the June 6, 2017 email from Michael Potyok to me and Mr. Hefflick which is attached as Exhibit H to Mr. Hefflick's affidavit.

25. With respect to the first half of paragraph 19, summarized at paragraph 23(b) above, the phrase "COD deadline" is not terminology that I would use. I do not recall talking about the "COD deadline" and I do not recall Mr. Hefflick making any such comments. For the work that Ryan and I do in connecting projects to the BCH system, it is not applicable. As noted above, BCH required Wedgemount (now the Receiver) to tell us the date they intended to reach commercial operation so that we could structure a schedule to potentially meet that date. Accordingly, in the June 6 meeting, I advised the Receiver that we would need to set the operation date as part of the report. I do not recall saying anything about a deadline, and I do not recall Mr. Hefflick saying anything about a deadline.
26. With respect to the second half of paragraph 19, summarized at paragraph 23(c) above, I cannot comment on what understandings the Receiver may have had following our discussion. However, based on my recollection of the discussion, I do not believe that either Mr. Hefflick or I would have given them the impression that there was no deadline to worry about under the EPA. In particular, as noted above, the interconnections team doesn't address contractual issues, so we don't have any discussions related to the terms of contracts or their interpretation.
27. With respect to paragraph 23, the Receiver did disburse \$105,000 to cover the expenses associated with the interconnections work. This was necessary because IPPs are responsible for the costs of the reports associated with connecting their project to the BCH system.

28. I have reviewed the Affidavit of Paul Chambers, and in particular paragraph 8 and Exhibit A. To summarize, Mr. Chambers says, at paragraph 8 that:

(a) "I specifically recall Mr. Hefflick and Mr. Rempel advising the Receiver that because the Draft Interconnection Study Report was only in draft form there was no Target COD set and consequently there was no COD deadline of September 30, 2017 for the Receiver to be concerned about. This is reflected on page 3 of the June 6 Meeting Notes where I recorded that 'EPA tied to finalizing of facilities study. Still in draft so not kicked in.' That approach was consistent with the Receiver's view of the EPA terms."

29. As noted above, the term "COD deadline" is not language that I would use in discussing the project. I do not recall saying anything about a "COD deadline" and I do not recall Mr. Hefflick talking about a COD deadline. In the June 6 meeting, I advised the Receiver that we would require them to tell us their proposed operation date so that we could update and revise the facilities report, but I would not have referenced a "COD deadline" in doing so.

30. I do not know what Mr. Chambers' note refers to, but I do not believe that it records a comment that I made. I would not have referred to the EPA in the context of the information that I required or the work that would be done going forward because it isn't relevant to the process of completing the facilities report.

31. I also recall that in the June 6 meeting, we discussed the costs that BCH had incurred in respect of work for Wedgemount that it had not yet paid for. Following the June 6 meeting, the Receiver authorized BCH to apply a letter of credit to the outstanding invoices, and advanced funds to cover BCH's future work in moving the report forward.

32. I have reviewed the Affidavit of Michael Potyok, and in particular paragraph 42 which says that:

(a) "I do recall either Mr. Hefflick or Mr. Rempel acknowledging that the Facilities

Study remained in draft form, was not finalized and as such changed the interpretation of Target COD as defined in the EPA.”

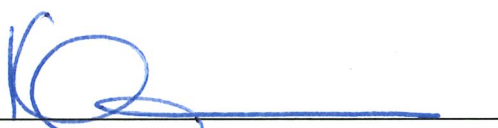
33. Although I would have acknowledged that the study remained in draft form, I did not comment on the interpretation of Target COD – or any other provisions – under the EPA. I also do not recall Mr. Hefflick making any comment regarding interpretation of Target COD, or any other provisions, under the EPA.
34. On June 14, 2017, I attended a meeting with IA (Maxime Durivage, Luc Fournier and Stefanie Leduc) and BCH (Joanne McKenna, Ryan Hefflick and me). Attached and marked as **Exhibit “B”** is a true copy of my contemporaneous handwritten notes from the June 14, 2017 meeting. Based on my recollection of the meeting and the notes attached as Exhibit B, IA advised that they were targeting an in-service date for the project in October 2017. Ryan Hefflick set out what would be required to become operational by that date.
35. As noted above, in order to reach an in-service date of October 2017, IA and the Receiver would need to determine the route and interconnection point shortly after the June 14 meeting so that the facilities study could be prepared, including setting out the schedule for completing the necessary work.
36. On June 15, 2017, we had a further meeting with the Receiver and Michael Potyok, IA’s engineering consultant, regarding technical aspects of the project. Attached and marked as **Exhibit “C”** is a true copy of an email dated June 26, 2017 from Michael Potyok attaching the complete minutes of the June 15, 2017 meeting.
37. The June 15 meeting was, as with meetings I attended in this matter, limited to technical discussions regarding the project and how it would be connected to the BCH system.
38. Throughout the summer of 2017, the Receiver and Mr. Potyok indicated their intention to bring the project into service before the winter. Based on my experience working on

these sorts of projects, I thought this timeline was overly optimistic. Until the route and other technical issues were provided, I was not able or willing to provide any assurance regarding connection of the project. Attached and marked as **Exhibit "D"** is a true copy of an email dated August 28, 2017 that I sent to Ryan Hefflick regarding the project.

39. All of my discussions with Wedgemount, IA and the Receiver were limited to technical aspects of the project and how the project could be brought towards completion. The interconnections team, including me and Ryan Hefflick, worked diligently to bring the project to the point where the interconnections facility study could be finalized, based on Wedgemount's revised scope proposal. However, this has not been possible, and significant work remains in order to update the study so that it could be finalized.

40. I told Wedgemount, IA and the Receiver that to the extent they had issues or questions regarding the EPA, they needed to raise those with the contracts management group. At no time did I have any discussions with Wedgemount, IA or the Receiver regarding the EPA or its terms.

SWORN BEFORE ME at the City of Vancouver, in the Province of British Columbia, this 20th day of April 2018



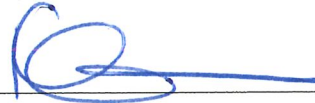
A Commissioner for taking oaths in and for the Province of British Columbia



VICTOR REMPEL

KATHERINE J. ROBINSON
Barrister & Solicitor
Lawyer/Notary in and for the
Province of British Columbia
18th Floor - 333 Dunsmuir Street
Vancouver, BC, CANADA V6B 5R3
Tel: 604-623-4362 Fax: 604-623-4556

THIS IS EXHIBIT "A" REFERRED TO IN THE AFFIDAVIT OF
VICTOR REMPEL MADE BEFORE ME ON THE
20th DAY OF APRIL 2018

A handwritten signature in blue ink, consisting of a large, stylized initial 'C' followed by a horizontal line extending to the right.

A COMMISSIONER FOR TAKING AFFIDAVITS FOR
BRITISH COLUMBIA

From: Peter Zell <pzell@ecoflowenergy.com>
Sent: February-02-17 1:11 PM
To: Chow, Warren; Dobie, Russell; David Ehrhardt; Hefflick, Ryan; Luk, Him-Cheung; Michael Potyok; Rempel, Vic; Matthew Obee; sam.samsami@amecfw.com
Cc: George Steeves
Subject: Minutes of meeting 170131
Attachments: Min Wedgemount BCH mtg 170131 UG elimination 170202-1 issued.pdf

All,
Please find draft minutes attached. Please let me know if there are any changes required.

Sam,
Could you please forward these on to Joel and Ferdinand. I do not have their emails.

Best Regards

Peter Zell, P. Eng.



206-4840 Delta Street
Delta, BC, V4K 2T6
250-981-1250



Meeting Minutes

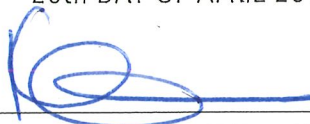
| | | | |
|---------------------|---|----------------------|----------------------------|
| Date: | 2017/01/31 | Project Number: | |
| Location: | BCH Edmonds | Project Description: | Wedgemount Interconnection |
| Subject: | Elimination of last underground section in Section 2 | | |
| Minutes By: | Peter Zell | | |
| Attendees: | Warren Chow, Russell Dobie, David Ehrhardt, Ryan Hefflick, Him-Cheung Luk, Matt Obee, Michael Potyok, Victor Rempel, Ferdinand Sacayanan, Sam Samsami, Joel Wiedman, Peter Zell | | |
| Other Distribution: | George Steeves | | |

If any omissions, changes or errors have been made in these minutes, they must be brought to the attention of the author as soon as possible. Where differences in interpretation of the proceedings in the meeting are at issue, a meeting may be scheduled specifically to clarify the items of issue. Based on the outcome of the meeting discussion, if an error has been made, a revision to the minutes will be issued.

| Item | Discussion/Action | Responsible | Due Date |
|------|--|--|--|
| 1 | <p>Alternate overhead route concept drawing: Reviewed overhead alternate route between poles 46 and 53 that would eliminate the expensive underground portion along the highway in Section 2.</p> <ul style="list-style-type: none"> MO explained that Pole 50 cannot be guyed and as such is currently designed as a self-supporting steel pole. HL raised concern that conductor spans seem long and that swing and slap need to be considered during the design. Discussion followed that BCH is getting rid of all steel poles for a variety of reasons and will have a difficult time getting approval of the special steel pole. VR tabled that a non-standard pole design using standard materials would be acceptable. MO to see it will be possible to come up with a design based on the above criteria. If the above is not possible a shorter underground route will be considered and compared to the cost of a non-standard pole. Amec to provide MO with PLS CAD model of the line in this area. MO to work directly with HL to further the engineering/design for overhead alternate to the point that it will be accepted by BCH engineering. VR to exchange contact information for MO and HL. | <p>MO</p> <p>MO</p> <p>MO</p> <p>SS/FS MO/HL</p> <p>VR</p> | <p>Ongoing</p> <p>2017/02/07</p> <p>2017/02/07</p> <p>2017/02/02</p> <p>2017/02/07</p> <p>2017/02/01</p> |

| | | | |
|---|---|---|-------------------------------------|
| 2 | <p>Permitting:</p> <ul style="list-style-type: none"> • Delinquent Rights that will allow construction to start on section 1 only apply to the currently defined Section 1. As soon as the line has to cross the Highway it will require proper permitting. • MOTI as accepted the alternate design but it still requires final engineering approval once the drawings have been finalized. MOTI prefers the alternate design because it gets live wires away from the cliff and will allow maintenance of the face. It also reduces traffic issue during construction. • DH to forward email from Jim Hegan to VR. • CN will have to approve the location of the pole(s) in their ROW. DH will engage with CN again. • Daniel Cunningham of FLNRO indicated in a meeting that she did not see any reason that all permits to allow construction to start could not be in place by the end of March if the application(s) are received by early February accompanied by all the letters of support, including FN, CN, SLRD. • WPLP will take over permitting from pole 46 to the proposed new POI and then across the highway back to the Soo River line on behalf of BCH. WPLP will be using CMJ Project Solutions (Zoe Strand as primary contact) for this. • WPLP will do all permitting required for the WPLP portion of the DL through Section 2 and across the river into Section 3. • Zoe Strand will contact Olga at BCH Properties. RD will contact Olga to let her know. | <p>DH DH</p> <p>DH/ZS</p> <p>RD</p> | <p>2017/02/01</p> <p>2017/02/01</p> |
| 6 | Next meeting 2017/02/07 in the afternoon | VR | |

THIS IS EXHIBIT "B" REFERRED TO IN THE AFFIDAVIT OF
VICTOR REMPEL MADE BEFORE ME ON THE
20th DAY OF APRIL 2018

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

A COMMISSIONER FOR TAKING AFFIDAVITS FOR
BRITISH COLUMBIA

Project WGM Sheet _____ of _____

Computation of _____

Computed by _____ Date 17/6/14

^{Joanne}
 Luc (retiring) Ryan Joanne (lead)
 Maxie Brody Mgr Victor Olga (contracts)
 Stephanie Paszlok's mgr.
 L LeDuc
 Durriage

Receiver appointed

- lots of calls from interested parties
- due diligence usually 6-8 weeks.

1SD Target Oct 2017

Questions - lots of interest; incl Peter Bill

Completion - value in completion vs sale now.

Michael Potyote - technical lead

- to the end unless super-great offer.

To achieve Oct 1SD RH → Luc

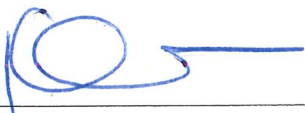
- payments to date for work prior to receivership.
- cash LOC?
- reviewed by BCS legal
- cash LOC → actuals
- balance to be returned to BCS?
- Does BCS need prepayment.

• If can't achieve Oct, can BCS pre-build Section 1 and balance in built later?

• Vt Non-Std - will be reviewed if req'd



THIS IS EXHIBIT "C" REFERRED TO IN THE AFFIDAVIT OF
VICTOR REMPEL MADE BEFORE ME ON THE
20th DAY OF APRIL 2018

A handwritten signature in blue ink, consisting of a large, stylized 'R' followed by a horizontal line.

A COMMISSIONER FOR TAKING AFFIDAVITS FOR
BRITISH COLUMBIA

From: Michael Potyok <mpotyok@midgard-consulting.com>
Sent: June-26-17 5:08 PM
To: Rempel, Vic
Cc: McKie, Melinda (CA - British Columbia); Chambers, Paul (CA - British Columbia) (pachambers@deloitte.ca); Hefflick, Ryan
Subject: Wedgemount Meeting Notes - Complete with Financial Discussion notes
Attachments: Wedgemount Update Meeting - June 15 2017 - Meeting notes - complete.docx

Vic and all;

This email is internal to BCH / Deloitte / Midgard. These notes contain details on the discussion regarding the LC from Westwood Floors. These notes were excluded from discussion provided to the larger group.

Michael

*Michael Potyok P.Eng. MBA
Principal*

*Midgard Consulting Inc.
Suite 822 1130 West Pender St.
Vancouver BC V6E 4A4
p: 604-315-1840*

Wedgemount Update Meeting

June 15, 2017

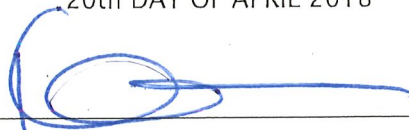
MEETING NOTES

| <u>ITEM</u> | <u>NOTES</u> | <u>ACTION</u> |
|-------------------------|--|---|
| 1. Previous Items | General acceptance of previous meeting notes prepared by Midgard – but not a formal review. | |
| 2. Meeting wit IA | <p>BCH noted that there had a positive meeting with IA and that IA had provided some assurance in terms of intent to support financially project moving forward.</p> <p>BCH has initiated internal discussions with project team members.</p> | |
| 3. Status of CEC Design | <p>CEC presented preliminary plan and profile drawings of new “FSR” route to POI. CEC had the following comments:</p> <ul style="list-style-type: none"> ▪ Route is doable ▪ Some challenges with CN – meets all specifications but would like to have buy-in from BCH and then initiate discussions with CN. <p>BCH noted that their OE had not had the chance to review yet but that they would initiate that process.</p> <p>In the interim BCH had the following comments:</p> <ul style="list-style-type: none"> • A concern is to minimize “stranded asset” of system to individual POIs. • Need to confirm that proposed BCH asset is road accessible pursuant to an upcoming safety by design review. • Suggested the drawings be updated to include existing road extents as well as symbolized notations for drop to underground, etc. <p>There was discussion regarding the SLRD lands and what their extents are – the new route is entirely off SLRD lands – but that the existing works on the left side of Highway 99 (when driving north from Whistler to Pemberton) may be in SLRD lands. It may be zoned differently than a park.</p> <p>The concern was this this would be a change to existing works.</p> <p>It was noted that the new route is adjacent to the Wedge FSR. This road is under the control of the Cheakamus Community Forest and also provides access to the Wedge Lake trailhead.</p> | <p>CMJ will request clarification from FLNRO of cadastral property limits of SLRD lands on left side of Highway 99.</p> <p>BCH will initiate contact with OE and facilitate further direct communications between OE and CEC.</p> <p>Midgard and Deloitte will work to concluding engineering engagements to revise Project owned transmission duct design for review by BCH.</p> |

| ITEM | NOTES | ACTION |
|--|---|--|
| | <p>BCH noted that, although the route through the subdivision is now part of the project owned works, they requested an updated drawing of the civil and electrical works for their review – particularly as it pertains to separation from BCH residential distribution ducts.</p> <p>Two components through subdivision were identified:</p> <ul style="list-style-type: none"> • Civil component (Drawings of duct through the sub division showing appropriate separation) and • Electrical drawings – work done in the past by RCL (Bruce Campbell). <p>Midgard noted that this work is ongoing and efforts to re-engage the appropriate project related engineers are on-going.</p> <p>Clarification was sought from BCH regarding previous exemptions from horizontal separation for works that were previously in the ground – no new works – which would have the prescribed separation.</p> <p>Further clarification was sought with respect to existing pull boxes relative to BCH covers / markings to be now owned by the project.</p> | |
| 4. Status of land permitting amendment | <p>CMJ noted that previously they had dealt directly with BCH properties in terms of preparing an application on their behalf and then BCH submitted.</p> <p>Requested to re-initiated contact with BCH-P in order to facilitate process for re-application of new route.</p> <p>FLNRO – would like amended shape files by June 23 – CMJ will make amendments.</p> <p>Deloitte confirmed that current focus is on the “FSR” route for interconnection. The SLRD route is not being actively advanced but is being kept in reserve in case a fatal flaw arises with the new proposed route.</p> <p>CMJ will get material prepared and then engage with BCH-P</p> | <p>BCH will talk with BCH-P and BCH-OE regarding initiating a process toward approval.</p> <p>Steps are going to be:</p> <ol style="list-style-type: none"> 1) BCH OE in discussion with CEC work to confirm route is feasible. 2) Then CEC finalize route plan to sufficient detail to submit to FLNRO. 3) CMJ prepare shape files for submission as an amended application. |
| 5. Next Steps | See action items | |
| 6. Financial Matters | <p>It was confirmed that BCH will draw on the \$347k LC to satisfy BCH costs incurred prior to the date of receivership.</p> <p>Deloitte requested that there be discussion</p> | <p>BCH will forward copy of EEPA previously entered into.</p> <p>BCH to confirm be email acceptability of</p> |

| <u>ITEM</u> | <u>NOTES</u> | <u>ACTION</u> |
|-------------|--|---|
| | <p>before the balance of the LC was released because it is the project position that the entire LC was posted as an equity contribution to the project and should be available to satisfy project costs.</p> <p>Deloitte proposed payment of a retainer deposit of \$100k to support BCH's costs incurred from May 12, 2017 moving forward. BCH requested \$105k retainer (\$100k plus GST). Deloitte confirmed that this was acceptable and Deloitte would make arrangements to send a cheque to Vic in the next few days. BCH agreed to provide an invoice to support the payment of the retainer.</p> | <p>deposit for future work of \$100,000 + GST, with invoice to follow as prepared. Deloitte then to provide \$105k retainer by cheque to Vic.</p> |

THIS IS EXHIBIT "D" REFERRED TO IN THE AFFIDAVIT OF
VICTOR REMPEL MADE BEFORE ME ON THE
20th DAY OF APRIL 2018

A handwritten signature in blue ink, consisting of a large, stylized initial 'C' followed by a horizontal line extending to the right.

A COMMISSIONER FOR TAKING AFFIDAVITS FOR
BRITISH COLUMBIA

From: Rempel, Vic
Sent: August-28-17 9:17 AM
To: Hefflick, Ryan
Subject: RE: WGM 25kV Alignment Option Drawings

Hi Ryan. I'm not sure how it can be completed before winter.

The reason that Shae (AR) is re-involved is because the Squamish Nation has refused 4 separate requests to meet with Deloitte. Another alternate route is being looked at because of apparent displeasure with the Forest Service Road route. There may be other reasons, which we might discuss by phone.

Deloitte was very hush hush about the new alternative until Potyok had a chance to meet with me and Om. They were concerned that we wouldn't consider any new routes, I advised otherwise. I let him know that I was indifferent to the solution, as long as it works and we get tenure. Om confirmed at first glance that there doesn't appear to be any showstoppers, but that he needed to re-visit site with our construction field manager. Hopefully this week.

I indicated to Potyok that because of the uncertainty with the route to the POI, no traction on the balance of the info that was promised, I suggested that there wasn't enough time to get work completed before the snow. He was asking about the cost of the construction cost and timeline. So I forwarded our March 29th Minutes to him, which contains that particular info.

That being said, I suggested that we could get work started before snow, and continue after snow is no longer an issue.

I didn't want to make any commitment to either the cust or PCM until the POI issues are finalized.

If the FN items can be solved, I'm willing to push getting Section 1 constructed.

Hope this helps.

-----Original Message-----

From: Hefflick, Ryan
Sent: 2017, August 25 11:37 PM
To: Rempel, Vic
Subject: Re: WGM 25kV Alignment Option Drawings

Any updates from WGM and their target to be in service before winter?

> On Aug 25, 2017, at 3:45 PM, Rempel, Vic <Vic.Rempel@bchydro.com> wrote:

>

> Hi Om.

>

> The IC has forwarded the multiple alignment alternatives, including
> the latest one discussed at yesterday's meeting. Regards

>

>

> Victor Rempel | Manager, Distribution Generator Interconnections

>

> BC Hydro

>
> P 604 528 2623
> E vic.rempel@bchydro.com<<mailto:vic.rempel@bchydro.com>>
>
> From: Michael Potyok [<mailto:mpotyok@midgard-consulting.com>]
> Sent: 2017, August 25 12:22 PM
> To: Rempel, Vic
> Cc: Peter Helland
> Subject: Fwd: WGM 25kV Alignment Option Drawings
>
> Vic;
>
> As promised, attached are the re-titled drawings that name each of the routes.
>
> Michael
>
>
> Michael Potyok P.Eng.
> Principal
>
> Midgard Consulting Inc.
> 828-1130 West Pender St.
> Vancouver, BC, V6E 4A4
>
> cell: 1.604.315.3840
>
>
>
> Begin forwarded message:
>
> From: Nathan Jolly
> <nathan.jolly@cleanenergyconsulting.ca<<mailto:nathan.jolly@cleanenergyconsulting.ca>>>
> Subject: WGM 25kV Alignment Option Drawings
> Date: August 24, 2017 at 3:21:35 PM PDT
> To: Michael Potyok
> <mpotyok@midgard-consulting.com<<mailto:mpotyok@midgard-consulting.com>>>
>>
> Cc: Matthew Obee
> <matthew.obee@cleanenergyconsulting.ca<<mailto:matthew.obee@cleanenergyconsulting.ca>>>
> consulting.ca>>
>
> Michael, please find attached the general arrangement drawings for the three WGM distribution alignment options explored to date.
>
> For reference, here is a model screenshot of the POI area for the current SLRD Revised Alignment option (Drawing 1383.2-T-1107_A). STR W1 is the BC Hydro switch structure placed just outside the SLRD boundary, while STR W2 is the IPP switch structure placed within the SLRD boundary.
>
> Thanks, Nathan
>
> [cid:f83535ac-0972-4192-907e-7c09252c8705@exchange]

>
> Nathan Jolly, P.Eng
> C: 778.239.4584
> P: 604.301.3060
> F: 604.301.3061
> 450-1090 W Georgia St.
> Vancouver, BC V6E 3V7
> nathan.jolly@cleanenergyconsulting.ca<mailto:nathan.jolly@cleanenergyconsulting.ca>
> **Error! Hyperlink reference not valid.**>

>
> This e-mail is confidential. If you are not the intended recipient, please notify us by telephone or return e-mail immediately and delete this e-mail from your system without making a copy. Any unauthorized use or disclosure of this e-mail is prohibited.

>
>
> <image003.png>
> <1) SLRD Original Alignment 1383-T-1105_C.PDF>
> <2) FSR Alignment 1383.2-T-1106_B.PDF>
> <3) SLRD Revised Alignment 1383.2-T-1107_A.PDF> <Wedgemount - FN
> engagement.eml>

No. S-174308
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

INDUSTRIAL ALLIANCE INSURANCE AND FINANCIAL SERVICES INC.

PLAINTIFF

AND:

WEDGEMOUNT POWER LIMITED PARTNERSHIP, WEDGEMOUNT POWER (GP) INC., WEDGEMOUNT POWER INC., THE EHRHARDT 2011 FAMILY TRUST, POINTS WEST HYDRO POWER LIMITED PARTNERSHIP by its general partner POINTS WEST HYDRO (GP) INC., CALAVIA HOLDINGS LTD., SWAHEALY HOLDING LIMITED, BRENT ALLAN HARDY, DAVID JOHN EHRHARDT, 28165 YUKON INC., PARADISE INVESTMENT TRUST and SUNNY PARADISE INC.

DEFENDANTS

AFFIDAVIT

BORDEN LADNER GERVAIS LLP
1200 - 200 Burrard Street
Vancouver, BC V7X 1T2
Telephone: (604) 687-5744
Attn: Magnus Verbrugge/Lisa Hiebert
544441.001726