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Transformer noise dominates OMB hearing

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The concluding two days of the Ontario Municipal Board hearing into the Amaranth portion of the 132-megawatt Melancthon II wind project began Wednesday with confirmation that all issues with respect to the turbines themselves had been resolved, but that the noise issues at the transformer substation had yet to be resolved.

Following unchallenged presentations by lawyers for Canadian Hydro Developers and the Township of Amaranth, two acoustical experts testified that the transformer is in compliance with Ministry of Environment guidelines, but that there'll be modifications to reduce the sound levels even further.

Specifically, according to expert Steve Titus, the sound within the homes of the neighbouring Thompson and Whitworth families was that the sound levels at 360 hertz now have a raw measurement of 15-20 dBln, which he said translates to between 9 and 14 dBa (decibels) - the sound perceived by the human ear.

Mr. Titus said in an interview that MOE does not have guidelines for interior sound levels, but the World Health Organization has set an allowable 30 dBa rating for bedrooms.

The present transformer is rated at 83 decibels. CHD has agreed to replace it with one rated at 80, and the second transformer would also be at 80 decibels. At that rating, he said, the noise level would be similar to the present. The tested rating of the transformers, however, is in the order of 71 decibels, which would reduce the sound below the present level.

Additionally, the substation would be fully enclosed with a 6.5-metre sound barrier. As well, there would be measures to counteract any "reflected" noise.

Parties appearing Wednesday included lawyers for Canadian Hydro Developers and the Township of Amaranth, along with Paul Thompson and Theresa Kidd, John and Joan Lever of Melancthon, Ted Whitworth, Rick Dewsbury and William Vick as unrepresented parties.

A decision by the hearing officer, OMB Member Norm Jackson, was expected by today, although there were indications his order might be withheld pending completion of site-plan amendments for the transformer substation, as well as security deposits for the site.

At the adjournment of the hearing last October, Mr. Jackson asked essentially for two things prior to making his decision: completion of a number of protocols; and proof, more or less, that noise problems at the transformer substation had been satisfactorily resolved.

In the meantime substation, Paul Thompson has filed a \$1.25-million lawsuit against Canadian Hydro Developers Inc. and the landowner, Harriett Broeze, who leases the transformer site to CHD.

On Wednesday, Mr. Thompson was to present evidence in the afternoon. He had come with his tape recorder for that purpose. Following the Titus/Vince Gambino acoustical presentation, Mr. Thompson questioned whether the four walls around the substation would cause a new noise - "with the wind blowing over the walls."

The required protocols and agreements comprised eight: amenities; development; roads; site plans; construction environmental management plan; icing protocol; noise complaint management protocol; and emergency preparedness and response plan.

Of possibly pressing interest to some members of the public and councillors of other municipalities where future turbine siting is contemplated, CHD has overcome liability concerns by including the township as a named insured in its liability policy, and depositing the amount of any deductible with the township in some form.

Last October, the Board said it was satisfied with the financial securities and performance guarantees

The so-called "amenity" payment of \$4,000 per turbine per annum while in commercial operation is a consideration that arose from the provincial capping of the industrial assessment of turbines at \$40,000 per megawatt of nameplate capacity (i.e. \$60,000 per CHD turbine in Melancthon and Amaranth as their rated capacity is 1.5 megawatts).

A largely misunderstood aspect of the \$40,000 is that it is in addition to the industrial assessment; further, that it is paid directly to the township in such a manner that it is for the township's use only, and is not shared with the county or school boards. The agreement clearly states that CHD will work with the township to ensure that the "amenity fee" accrues to the benefit of the township.

A significant part of the agreement is that CHD reimburses Amaranth for all its expenses in connection with planning as well as for its legal costs. In return, the township is required to honour its commitments under the minutes of settlement, and to accept the negotiated agreements.

Township lawyer Jeff Wilker has said repeatedly that he and his legal team worked long and diligently to conclude the best possible arrangement for the township.

The development agreement is of 101 paragraphs plus nine appendices, and includes details of haul routes, road improvements and maintenance, and time limits on completion of specified work. This agreement covers the decommissioning security deposits.

The site plan agreements are site specific.

Icing has been a concern throughout the hearings. The icing protocol requires all turbines to be stopped if icing occurs (a standard practice), and to be visually inspected prior to startup. If a turbine is less than 450 metres from roads or dwellings, there is to be a visible inspection of each blade.

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