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By Email and Expresspost

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Ms. Kirsten Walli
Secretary
Ontario Energy Board
Suite 2700, 2300 Yonge Street
P.O. Box 2319
Toronto, ON.
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Dear Ms. Walli

EB-2011-0063 – Grand Renewable Wind LP Application For Leave To Construct Transmission Facilities – Interrogatories for Applicant

First I wish to thank the Board for granting me leave to intervene in this proceeding.

The following are my Interrogatories

Background:

I am the landowner of 1138 Haldimand Rd 20 which is the proposed site of a transition station in this application. My property is large consisting of 87 acres and is over a kilometer long and borders both Concession 8 and Haldimand Road 20. I was approached to lease a small section (under one half acre) of my property bordering Haldimand Road 20 for the purpose of installing the transition station. I am concerned that the proposed lease contains items that appear to be unnecessary for the construction of a transition station. Some of these affect the entire property not just the leased portion.

Question 1

Exhibit B Tab 3 Schedule 2, Form of Ground Lease, Page 1 Section 2b states in part: "to make and keep the Demised Lands free from bush, trees, growths and water and to enter on the Lessor's abutting lands (including, without limitation, the Property), to remove or trim any trees immediately adjacent to the Demised Lands"

Exhibit B Tab 3 Schedule 2, Form of Ground Lease, Page 1 Section 2c states in part: "Where the Lessee reasonably considers it necessary by reason of the nature or condition of the Demised Lands or the circumstances then existing, the Lessee shall have the right to go on, across and exit from all or any part of the Lessor's abutting lands (including, without limitation, the Property) whether by the Lessor's access routes or otherwise for the purposes of gaining access to the Demised Lands and for the purpose of constructing, reconstructing, repairing, replacing, relocating or protecting its Works; provided however, in exercising such rights, the Lessee shall abide by all reasonable safety precautions."

Keeping in mind that there is road access directly to the Demised land (Haldimand Road 20) and the large size of the property compared to the leased portion is it necessary for these sections to apply to the entire property as suggested by the phrase (including, without limitation, the Property) ?

Question 2

Exhibit B Tab 3 Schedule 2, Form of Ground Lease, Page 1 Section 2c states in part: "the right and privilege for audio, visual, view, light, flicker, noise, shadow, air turbulence, wake, electrical and radio frequency interference, and any other effects attributable to the Lessee's activities located on the Demised Lands, the Property or on adjacent and neighbouring properties. "

Is it necessary that the landowner to accept this extensive list of nuisances some of which to my knowledge are not normally associated with a transmission line, transformer station or transition station? Is this fair to the landowner?

Question 3

This Question refers to Exhibit B Tab 3 Schedule 2, Form of Ground Lease, Page 3 Section 12

a) Since the leased portion is small and would contain high voltage equipment would it not be preferable to fence the leased portion (Demised Lands)?

b) Exhibit B Tab 3 Schedule 2, Form of Ground Lease, Page 4 Section 12 states in part: "In addition to the Lessor's right to sub-licence the Demised Lands to a third party for agricultural purposes as set out in this Section 12, the Lessor shall also be permitted to lease the remainder of the Property to any third party for agricultural purposes provided that such lease and use in favour of the third party shall not, in any way, interfere with the Lessee in the exercise of any of the rights granted by this Ground Lease.

This statement appears to put a condition on the unleased portion of the property. Why is this necessary?

Question 4

Exhibit B Tab 3 Schedule 2, Form of Ground Lease, Page 13 Section 41 states in part: "The Lessee has the exclusive right (i) to use and possess the Demised Lands in connection with its Project; (ii) to investigate, inspect, survey, and conduct tests of the Demised Lands, including, but not limited to, meteorological, environmental, archaeological and geotechnical tests and studies; (iii) to use and convert all of the wind resources on the Demised Lands and the Property;"

Why does the applicant need to use and convert all of the wind resources on the demised land and the rest of the property when installing a transmission line and transition station?

Question 5

Exhibit B Tab 3 Schedule 2, Form of Ground Lease, Page 13 Section 41 states in part: (v) to conduct periodic site tours of the Demised Lands for business visitors and other commercially interested parties, and in connection with the foregoing, the Lessor will not grant any similar rights to any other person in respect of the Demised Lands and the Property.

Is it necessary for this to refer to the entire property?

Question 6

This question refers to Exhibit B Tab 3 Schedule 2, Form of Ground Lease, page 1 paragraph 2 and Section 1 "The Works".

The description of "The Works" includes many items that do not appear to relate to the proposed transition station. These include maintenance buildings, maintenance yards, construction laydown areas, site offices and access roads. Can a more precise description of the proposed installation be provided in the lease?

Question 7

This question refers to Exhibit B Tab 3 Schedule 2, Form of Ground Lease, page 13 Section 42.

I am concerned about the requirement to maintain confidentiality of a lease which for the most part is now public information since it has been posted as part of the application. In addition at some future time, as I age, I will probably wish to sell this property and am concerned that being unable to reveal details of this lease will make the property difficult to sell. Can the applicant please address these concerns?

Thank you

Original Signed by

Bruce Genery

Copy Grand Renewable Wind LP Attn Jeong Tack Lee