

**ONTARIO ENERGY BOARD**

**IN THE MATTER OF** the *Ontario Energy Board Act, 1998, S.O. 1998, c. 15, Sch. B, as amended* (the “**OEB Act**”);

**AND IN THE MATTER** of an application by Grand Renewable Wind LP for an Order or Orders granting Leave to Construct new Transmission Facilities within Haldimand County, Ontario.

**APPLICANT RESPONSE TO**  
**BRUCE GENERY INTERROGATORIES**

**Interrogatory**

***Questions/Requests:***

1. [Referencing Exhibit B Tab 3 Schedule 2, Form of Ground Lease, Page 1 Section 2b and Exhibit B Tab 3 Schedule 2, Form of Ground Lease, Page 1 Section 2c] - 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"?

In general, Samsung wishes to advise that it is no longer negotiating with this particular landowner in respect of an auxiliary lease over the landowner's lands. Samsung is close to formalizing agreements with two additional landowners for auxiliary leases and it has addressed concerns raised by these landowners with the form of lease agreement.

In response to question no. 1, Samsung needs to retain the right to have access to the non-leased portions of the landowner's property because it is possible for there to be vegetation on such lands that interferes with the transmission lines and other works of Samsung. For example, if trees and other foliage are not properly managed, there is the potential for damage to lines from fallen branches. In addition, it may be that an existing access route located on a landowner's property is more efficient to use than the municipal road adjacent to the demised lands. As such, Samsung needs to retain the flexibility to use the most optimal access routes (whether they are on private or public lands). Notwithstanding the foregoing, there are specifically identified "blackout areas" noted in the auxiliary lease that are off limits to Samsung and therefore not all of the Property is available for use by Samsung.

2. [Referencing Exhibit B Tab 3 Schedule 2, Form of Ground Lease, Page 1 Section 2c] 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?

The transmission lines and other works (including substations and transformers) will generate varying degrees of noise, audio, visual and electrical effects. Samsung is ensuring that landowners are aware of these potential effects by specifically identifying them in the lease. We don't believe that any further amendments to this Section are required.

3. [Referencing 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)?

Samsung will be fencing in the portion of the demised premises upon which is located the transition station and any transmission lines. Other portions of the demised premises need not be fenced in and it is expected that landowners will want to retain the option to farm the lands surrounding the fenced in areas of the demised premises. If the

entirety of the demised preemies is fenced in, this would likely interfere with the landowner's ability to conduct normal agricultural activities. With respect to the portions of the demised lands that are intended to be fenced in (see above), the lease does not prohibit the erection of fences. Rather, it simply states that an agreement needs to be reached with the landowner. This ensures that the landowner is satisfied with the extent of the fencing that will be erected on the demised lands.

- (b) [Referencing Exhibit B Tab 3 Schedule 2, Form of Ground Lease, Page 4 Section 12] This statement appears to put a condition on the unleased portion of the property. Why is this necessary?

Given the proximity of the landowner's retained lands (i.e. the "non-leased lands") to the demised lands, it is not unreasonable to include certain restrictions on the ability of the landowner to further lease such lands if such use will interfere with Samsung's operations.

4. [Referencing Exhibit B Tab 3 Schedule 2, Form of Ground Lease, Page 13 Section 41] 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?

It is likely that this wording can be removed from the lease as the right to use and convert wind resources on the demised lands is not necessary for the purposes contemplated under the lease.

5. [Referencing Exhibit B Tab 3 Schedule 2, Form of Ground Lease, Page 13 Section 41(v)] Is it necessary for this to refer to the entire property?

Samsung does not want landowners to grant rights in the remainder of their property to other wind power developers. The consideration that is paid by Samsung to landowners under the lease reflects, in part, that Samsung will have exclusive rights to operate its wind power project on the landowner's property.

6. [Referencing Exhibit B Tab 3 Schedule 2, Form of Ground Lease, page 1 paragraph 2 and Section 1] 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?

It is not unusual to include a broad description of the items that may comprise the "Works". In connection with the construction of the transmission lines and transition station, laydown areas may be necessary. Also, access roads may be required to be constructed along the transmission lines. It is unlikely that maintenance buildings, maintenance yards and sites offices will be required on the demised lands and therefore references to these improvements can be removed from the lease.

7. [Referencing 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?

Only notices of the leases will be registered on title. In other words, the actual lease document itself will not be registered and accordingly, the same will not be able to be reviewed by a third party simply by searching title to the property. In the case of a proposed sale by a landowner to a third party, it would be reasonable to allow the landowner to disclose the terms of the lease to the proposed purchaser, provided that such purchaser agrees to abide by the confidentiality provisions in the lease.