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March 27, 2013

**VIA RESS and Courier**

Ontario Energy Board  
2300 Yonge Street  
P.O. Box 2319  
Suite 2700  
Toronto, ON M4P 1E4

**Attention: Kirsten Walli**  
**Board Secretary**

Dear Ms. Walli:

**Re: Varna Wind Inc. Leave to Construct Application**  
**Board File No: EB-2012-0442**  
**Varna Wind Inc. Interrogatory Responses**

Please find attached the responses to the Interrogatories of Jeff Allan in the above-noted application.

Sincerely,

*Signed in the original*

George Vegh

GV/  
Enclosure

## **ONTARIO ENERGY BOARD**

**IN THE MATTER OF** the *Ontario Energy Board Act*, 1998, S.O. 1998, c.15, Schedule B;

**AND IN THE MATTER OF** an application by Varna Wind Inc. for an order or orders pursuant to section 92 of the Ontario Energy Board Act, 1998 granting leave to construct transmission facilities in the Municipalities of Bluewater and Huron East.

### **VARNA WIND RESPONSES TO JEFF ALLAN INTERROGATORIES**

#### **Jeff Allan IR 1:**

*Why can't the existing tower line that passes right by the proposed wind project be used; because it is full? Isn't the one at Seaforth "full" as well? Isn't "full" determined by how much BRUCE pumps in at the north end. If the C4th line can be backed off at the north end to accommodate Varna wind, it seems to make much more sense to back off the line that already goes right through the proposed area to make room for proposed Varna Wind.(pg 399) I expect this is a decision that could be made by this Energy Board if they wanted to. See EB-2011-0043. So this whole transmission line thing is so the foreign company have a corridor to sell later? Is this the intent of the green energy act?*

#### **ANSWER 1:**

The interrogatory contains a number of assertions and arguments. The Applicant does not accept the accuracy or relevance of those assertions and arguments. Nor does the Applicant concede that any of those assertions and arguments constitutes evidence in this proceeding.

With respect to alternate routes considered, please see the Applicant's response to Board Staff IR No. 6. Please also see the Applicant's response to Group IR No. 43(g).

#### **Jeff Allan IR 2:**

*Unsignable contracts... why make them that way. {on purpose?} why won't they negotiate them? I have tried for over a year and we haven't got halfway down the first page yet. I am not in a hurry, but this Wind co has not been back since early fall. I have not heard of a lawyer yet that will say that these contracts are remotely close to being ready to sign. I agree the proposed*

*line should not go by residences or livestock, but the contract as presented is unsignable to allow on private property. WHY?*

**ANSWER 2:**

The interrogatory contains a number of assertions and arguments. The Applicant does not accept the accuracy or relevance of those assertions and arguments. Nor does the Applicant concede that any of those assertions and arguments constitutes evidence in this proceeding.

However, with respect to the Applicant's landowner outreach efforts and other related answers, please see the Applicant's response to Group IR No. 29 a), b) and d).

**Jeff Allan IR 3:**

*Stray voltage... We asked for a test procedure approved by Nextera, but only got a big stack of papers saying it will never happen... We, the affected landowners and you the Ontario Energy Board need a test procedure agreeable with top dogs at Nextera to tell us how to test before and after proposed construction and actual procedures they will follow to correct problems or ..? Believing it will never leak has been proven wrong many times. B.P. and their oil well in the gulf, or Exxon with their ship Valdez near Alaska, or how about the White Star Line and...??? Can we please have written procedures in place before the mess starts?*

**ANSWER 3:**

The interrogatory contains a number of assertions and arguments. The Applicant does not accept the accuracy or relevance of those assertions and arguments. Nor does the Applicant concede that any of those assertions and arguments constitutes evidence in this proceeding.

However, with respect to measures taken by the Applicant to alleviate concerns regarding stray voltage, please see the Applicant's response to Board Staff IR No. 7(c).

**Jeff Allan IR 4:**

*Property Value... Wind Co. says no change in property value. It won't matter who we hire before and after to appraise the property we know Nextera won't accept credentials.. Again they have stacks of reports that claim a home near this proposed transmission corridor with few trees left is worth the same as a similar home with many trees and just a regular hydro service. What credentials on appraisers title will they accept after the fact. Or will the appraisal only be accepted if the appraiser gives the answer Wind Co. wants?*

**ANSWER 4:**

The interrogatory contains a number of assertions and arguments. The Applicant does not accept the accuracy or relevance of those assertions and arguments. Nor does the Applicant concede

that any of those assertions and arguments constitutes evidence in this proceeding.

With respect to the specific question enumerated in the Interrogatory, please see the Applicant's response to Group IR 40(1).

**Jeff Allan IR 5:**

*I have spoken to many professionals in the electricity business, some from Hydro One, some independent contractors, and even a couple retired contractors, not one said they would want this proposed line near their house.. So how can I, in good conscience, sign a contract that enables a foreign controlled company to run such a line past my neighbours' homes?*

**ANSWER 5:**

The interrogatory contains a number of assertions and arguments. The Applicant does not accept the accuracy or relevance of those assertions and arguments. Nor does the Applicant concede that any of those assertions and arguments constitutes evidence in this proceeding.

However, with respect to the minimum setback from residential property lines, residential buildings and barns along the route of the Transmission Line, please see the Applicant's response to Board Staff IR No. 10.

**Jeff Allan IR 6:**

*I have seen and signed business agreements before with "gag" clauses in them, but they always had a closing time. The "gag" clause in these contracts read like they are forever. Now if "till eternity" isn't long enough this paragraph ends with the statement "without proof of actual damage." (Pg 51 and 83 or see exhibit F, tab 1, schedule 2, pg 4, paragraph 2.4c..second last line). So "Wind Co" can come back at any time and "in addition to any other remedy or relief, enforce the performance...". Again an unsignable contract. I am convinced it is because they are so darned ashamed of it. Please ask yourselves WHY?*

**ANSWER 6:**

The interrogatory contains a number of assertions and arguments. The Applicant does not accept the accuracy or relevance of those assertions and arguments. Nor does the Applicant concede that any of those assertions and arguments constitutes evidence in this proceeding.

In any event, please see the Applicant's response to Group IR No. 29 d).

**Jeff Allan IR 7:**

*I understand that this hearing is only for the proposed transmission line, but the line is proposed to come from a wind farm that is proposed to be built in an area that is friendly to long guns and unfriendly to the Green Energy Act. So not so dependable? The majority of constituents in this riding voted their green energy Liberal MPP, who had the agriculture*

*portfolio, out of power, and voted in a first timer from a different party. The map of participant and non participant receptors shows 437 non participating receptors, compared to 132 participating especially when you take out the vacant lot participants, about 35, which are the empty fields the windmills are proposed for pg 5 to pg 17 of the draft site plan {That chapter seems to disappeared from the application}. Friendly to long guns? Google “MP’s Christmas card takes shot at gun registry”. So yer setting up moving targets in the sunset? Coyote season is open year around so who is going to notice a couple extra gun shots?*

*A dependable energy supply?? Just wondering.*

**ANSWER 7:**

The interrogatory contains a number of assertions and arguments. The Applicant does not accept the accuracy or relevance of those assertions and arguments. Nor does the Applicant concede that any of those assertions and arguments constitutes evidence in this proceeding.

In response to the specific question enumerated at the end of the above interrogatory, please see the Applicant’s response to Group IR No. 1 b).

**Jeff Allan IR 8:**

*Darn disappointing to see all the good agricultural land being cut up and put out of production for these projects. Planting, spraying or combining around an obstacle is nothing like cutting grass around something. When we cut our lawn around a pole, sure it takes more time, but the grass looks the same whether you cut it once, twice or five times. Not so with crop production. If we plant twice, the overlap around the pole, we get twice the seed planted, so twice the competition between the plants and therefore all stalk and no grain. If we spray an overlap we get twice the chemical on that area , not environmentally friendly and usually no crop. The combine harvester does not go around tight corners without missing crop, tramping crop, or just plain making a mess. So the acres out of production for the wind farm can be easily doubled, but probably three or four times, and the area for poles that isn’t even calculated should be figured at at least an acre per mile of poles. EB-2011-0043?*

*I understand that the Ontario Energy Board is not in charge of land use decisions, but the entities that were supposed to be in charge, municipalities and counties, had that power jerked away from them so you folks better step up to the plate and pay a little more attention to the antics of these ‘natural monopolies’.*

**ANSWER 8:**

The interrogatory contains a number of assertions and arguments. The Applicant does not accept the accuracy or relevance of those assertions and arguments. Nor does the Applicant concede that any of those assertions and arguments constitutes evidence in this proceeding.

In any event, please see the Applicant's response to Group IR No. 15 b).

**Jeff Allan IR 9:**

*A barking dog in the distance, a yeowling stray cat, and a dripping tap are all well below the noise threshold but are all very annoying. The dog and cat can be dealt with in various ways. The dripping tap can be fixed or replaced. How will these wind farms be dealt with in the near future and by whom?*

**ANSWER 9:**

The question is not relevant to the proceeding. However, in response to the specific question in the interrogatory, the Applicant advises as follows: In Ontario, wind projects are regulated under the Green Energy Act, specifically under the Ontario Renewable Energy Approval (REA) Regulation (O. Reg. 359/09, as amended by O. Reg. 521/10). The project will operate in compliance with all provincial regulations.

**Jeff Allan IR 10:**

*"The applicant has acquired rights to private lands needed for the transmission line..."pg 39/423. If so then how come so much of it runs on road allowance?*

**ANSWER 10:**

As indicated at Exhibit F, Tab 1, Schedule 1, section 33 of the Application, approximately 12 kilometers of the transmission line is planned to be located in the Municipal right-of-way. The rest of the transmission line, which is approximately 23 kilometers in length as indicated at Exhibit B, Tab 2, Schedule 1, section 13 a) of the Application, will be built on private land with respect to which permanent easements have been obtained.

**Jeff Allan IR 11:**

*This Wind Co is this hard to deal with when the only bargaining power they have is a big purse. I don't envy your position if they ever get to a point of having enough generation capacity that you depend on their power and they decide to change the rules of engagement.*

**Jeff Allan IR 12:**

*If an environmental issue is uncovered during construction, eg old dump/landfill or oil spill etc., that had previously existed without a problem, who pays for cleanup?*

*I have the solution for most of these issues... Most on ramps and off ramps, cloverleafs, in the 400 series highway system have wasted ground in them, a good spot to build a windmill so*

*does not affect food supply. No livestock to bother with stray voltage. Very accessible for service work and close to where the green power is wanted/voted for. Very short transmission line, or not at all, so no line loss. No noise problems because the area is already noisy with car and truck traffic. Safe, on the inside of the curves for both towers and drivers. Ice throw is not an issue, unless Nextera's equipment is inferior to the machines proposed for the St. Columban project. All on public land, so no landowner contracts and no insurance issues. Help relieve driver fatigue by giving them something else to look at... And the people that voted for them/wanted them can drive by easily and look at them.*

*As you can tell I have not retained a lawyer yet for these matters. I can ask these questions without paying \$300 an hour. I can also tell that I am not getting answers, so therefore darn glad I haven't wasted that money. If we ever get these hurdles ironed out then maybe I can hire an interpreter/lawyer to explain the rest of the contract. I know we will get responses at/or after this hearing, but we have had a lot of meaningless responses already. Will we get solutions?*

**ANSWER 12:**

The interrogatory contains a number of assertions and arguments. The Applicant does not accept the accuracy or relevance of those assertions and arguments. Nor does the Applicant concede that any of those assertions and arguments constitutes evidence in this proceeding.

In response to the specific question enumerated in the Interrogatory, the Applicant advises that it will comply with all environmental regulations.