

Jeff Allan
74654 London Rd
RR#1
Brucefield, Ont.
519-233-9846

By Electronic Mail and Canada Post
February 18, 2013

Ontario Energy Board
P.O. Box 2319
27th Floor
2300 Yonge Street
Toronto, ON
M4P 1E4

Attention Board Secretary:

Re: Ontario Energy Board File No. EB-2012-0442

Hello, the same comments/questions that I can't seem to get answered, so I simplified;

1) This question is for the energy board as they apparently are dealing with it elsewhere, not the Wind co.. 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?

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?

I will call the Wind co.s bluff on this one, there is no way the wording in the contract was read, understood, and approved by the whole energy board. There are Lawyers on that board that definitely wouldn't sign it for their own property. That movie 'the Hunger games' is getting too close to home on this one.

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?

I assume by the responses provided to my other questions that the reply to this one was off target too so I didn't waste a professional's time getting him to read it.

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?

I ask for credentials of an appraiser that will be accepted by the Wind Co before and after the damage is done.

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?

The response again is hiding behind the skirts of the green energy scam.

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?

The response to this question does not address the need for a never ending gag order that needs no proof of injury from the Wind Co.. Could the Wind Co please try again to answer this question. Again I don't believe the energy board members are reading the contracts as presented or these answers from the Wind Co..

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 have 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.

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'.

Try again. Land use decisions were removed from every body's 'scope' in this project, so the energy board better take a few shots from the hip and put an end to this whole thing.

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?

I didn't ask if the project is compliant with Toys r us or Mickey Mouse, I ask how will the annoyance be dealt with and by who if the project is built? The Wind Co or the province? The Township or the angry mob?

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.

Try again. The proposed route moves back onto private land at both ends of my property but follows the road allowance for the length of my farm. Two extra turns in the line equal more expense to the Wind Co. just because I read the contract?

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.

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 didn't ask how it will be done or what colour the trucks will be, I am trying to ask 'who will pay?'

I have the solution for most of these issues... Most on ramps and off ramps, cloverleaves, 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?

Jeff

cc Varna Wind, inc. and the list of intervenors ,office of the Premier, Ontario Minister of Energy