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FILE NUMBER

May 21, 2013

DELIVERED BY EMAIL

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

Dear Ms. Walli:

Re: EB-2012-0365 - Dufferin Wind Power Inc.

As you know, we are counsel for Conserve Our Rural Environment ("**CORE**"), an Intervenor in the above-noted proceedings. We write to request that the Board permit an amendment to the evidentiary record in these proceedings, pursuant to Rule 11 of the Ontario Energy Board's Rules of Practice and Procedure.

New information that constitutes a material change to the evidence already before the Board came to CORE's attention last Friday, May 17th, 2013. In particular, James Daniel Black and Marian Arlene Black (the "**Blacks**"), who are owners of lands which are subject to leases (the "**Blacks' Leases**") in favour of Dufferin Wind Power Inc. ("**DWPI**") for the development of the proposed Dufferin Wind Farm, have commenced proceedings (the "**Claim**") in the Superior Court of Justice against DWPI, Farm Owned Power (Melancthon) Ltd. ("**FOPM**") (the minority shareholder of DWPI), and Shibley Righton LLP and Leslie Mason who have acted as counsel to various parties involved in development of the proposed Dufferin Wind Farm. In this regard, we enclose copies of the Blacks' Notice of Action and Statement of Claim, which we request be made evidence in these proceedings.

The new information is material to DWPI's application because DWPI has sought the approval of the Board for certain forms of agreement, which include a clause about Independent Legal Advice ("**ILA**") which is substantially similar to a clause in the Blacks' Lease, and which is directly at issue in the Claim. The Blacks allege, among other matters that:

- Their leases, while purporting to have been prepared by Shibley Righton LLP, as lawyers for the Blacks, principally reflected the interests of the Tenant, which became, through assignment of the leases, DWPI;
- Neither Shibley Righton LLP nor Leslie Mason explained material aspects of the leases to the Blacks, or provided them with material information about the Tenant, or advised the Blacks to get independent legal advice; and

- Leslie Mason committed in the leases to allow wind turbines on the Blacks' lands; even though the Blacks had not agreed to this.

The Blacks take the position that the leases are unconscionable and improvident.

Although these allegations have not been adjudicated and remain to be proved, the important point for this request is that there is evidence available to the Board that are live issues with respect to the propriety of the forms of agreement for which DWPI seeks this Board's approval.

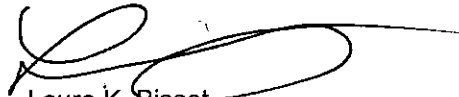
CORE made argument about the ILA clause of the proposed form of agreement at paragraphs 59-67 of its Responding Submissions, filed April 25, 2013. DWPI responded to CORE's submissions at paragraphs 63 and 64 of its Reply Submissions, filed May 2, 2013. CORE submits that the Claim supports CORE's argument that it is inappropriate to approve the proposed forms of agreement. The Claim provides evidence in support of CORE's argument that the legitimacy and propriety of the ILA clause rests on assumptions, which DWPI has not validated from an evidentiary perspective, about the interests of the landlords, and who is acting as counsel to whom.

CORE submits that the Board should permit an amendment to the evidentiary record on this basis, as the Claim is material to the issues that the Board has been asked by DWPI to adjudicate.

Yours truly,

DAVIS LLP

Per:



Laura K. Bisset
LKB/

Encls.

cc: Applicant and Intervenors
Jane Pepino, Conserve Our Rural Environment