Hello Ms. Walli,

As ordered by the Board on June 28, 2013, Procedural Order No. 6,  and in keeping with the deadlines set forth in Procedural Order No. 4, please find responses to the interrogatories on the Group’s evidence.

Our office will forward two paper copies to your office.

Regards,

David Hwang

Intervenor Group Response to the Applicant interrogatories of 2013/06/17/4:24PM

1 (a)-  The resident lives within the 115 kV trans line that will  connect the Jericho wind project to the interconnect substation for the Jericho/Bornish/Adelaide wind projects.

The resident was offered the same “Transmission easement Option agreement”  as submitted by the applicant  in its OEB filing of 2013/02/11.

As of 2013/07/01  the resident reports that the no further communication has been received from the Applicant, nor has any compensation for legal fees been offered by the Applicant.

The Intervenor group notes that  correspondence from the Applicant counsel  uses the heading:

Bornish Wind, LP, Kerwood Wind,Inc. and Jericho Wind, Inc. (the  “Co-owners”)                                                                                                                                                                                 and Kerwood Wind,Inc. (“Kerwood”) (together, the Applicants)

For comparison, the Intervenor Group submits the actual option/easement agreement (attached) that was presented to the resident. It is virtually the same as the one submitted by the Applicant on 2013/02/11.

The Applicant's response of 2013/05/23 to Board Interrogatory #18, the Applicant states:

d) The Applicants have offered and provided compensation to landowners to cover all or part of the legal costs for landowners who wished to have agreements offered to them reviewed by legal counsel. The Applicants continue to be willing to offer and pay for compensation for this purpose.

The Intervenor Group is not aware of any other correspondence discussing payment for legal services for easement agreements.  The Applicant has not provided any examples of such offers/payments with supporting documentation.

2 (a) - Using the drawings submitted by the Applicant, 2013/05/23, the Intervenor Group notes that line sag can be as much as 7m. horizontal swing can be as much as 7m.

The Intervenor Group notes that the Applicant  states in its application:

*"Although not currently anticipated, as a result of final engineering and project planning the Applicant may determine that the use of certain private lands adjacent to the municipal road ROW may become necessary for construction, access or other purposes."*

The Applicant has sought “aerial easements”  from adjacent landowners. With pole spacings  up to 175m and line sag  as much as 7m. (from the drawings provided),  the Group of Intervenors is not convinced that the Applicant can build the line without encroaching upon the adjacent private properties.

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