ONTARIO ENERGY BOARD

EB-2026-0128

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

AND IN THE MATTER OF an Application by Hydro One Networks Inc. ("Hydro One") pursuant to section 92 of the Act for an Order or Orders granting leave to construct transmission line facilities (the "Longwood to Lakeshore Project" or the "Project") in the West of London area between the Municipality of Strathroy-Caradoc and the Municipality of Lakeshore;

AND IN THE MATTER OF an Application by Hydro One pursuant to section 97 of the Act for an Order granting approval of the forms of land use agreements offered or to be offered to affected landowners.

WRITTEN INTERROGATORIES OF THE ROSS FIRM GROUP (RFG) TO HYDRO ONE NETWORKS INC.

Filed and served: August 6, 2026

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INTRODUCTION AND GENERAL MATTERS

1. Pursuant to Procedural Order No. 1 issued July 23, 2026 ("PO1") and Rules 26 and 27 of the Ontario Energy Board's ("OEB") Rules of Practice and Procedure, The Ross Firm Group ("RFG"), an approved intervenor representing a cohort of impacted landowners and encumbrancers, submits the following written interrogatories to Hydro One in respect of Hydro One's application and prefiled evidence filed May 19, 2026 (collectively, the "Application"). RFG requests that Hydro One provide full and adequate responses in accordance with Rule 27 by August 20, 2026, as directed in PO1.

2. The interrogatories are grouped according to the Issues List attached as Schedule B to PO1 and are numbered in the form [Issue Number]-RFG-[Interrogatory Number], with interrogatory numbers running sequentially through the document in accordance with Rule 26.02. References to the evidence are given in the form used in the Application (Exhibit, Tab, Schedule, Attachment and page). Capitalized terms not defined herein have the meanings given to them in the Application.

3. RFG acknowledges that the Project has been declared a priority project under section 96.1 of the Act by Order in Council No. 876/2022, that the OEB accepts that construction of the Project is needed, and that the standard issues relating to need and the consideration of alternatives are excluded from the Issues List. These interrogatories are directed solely to matters within the approved Issues List, including the interests of consumers with respect to prices and the reliability and quality of electricity service, and the matters arising under sections 94 and 97 of the Act.

4. These interrogatories contain no personal information within the meaning of the Freedom of Information and Protection of Privacy Act. Where a full and adequate response would require the disclosure of personal information, RFG requests that Hydro One provide the response in accordance with Rule 9A of the Rules of Practice and Procedure and the OEB's Practice Direction on Confidential Filings (for example, by reference to the Property Identification Number ("PIN") or Hydro One File No. used in Exhibit E, Tab 1, Schedule 1, Attachment 2), rather than withhold the information.

5. Disclosure regarding the use of generative artificial intelligence: In accordance with the directions for preparing materials in PO1, RFG discloses that generative artificial intelligence was used to assist in the preparation of these interrogatories, and RFG confirms that the accuracy of the content of this filing has been verified by RFG's counsel without the assistance of generative artificial intelligence.

ISSUE 1.0: PRICES: PROJECT COST

Issue 1.1: *Has the applicant provided sufficient information to demonstrate that the estimates of the project cost are reasonable? Are comparable projects selected by the applicant (as required by the filing requirements) sufficient and appropriate proxies for the proposed project?*

1.1-RFG-1

Reference: Exhibit B, Tab 1, Schedule 1, page 3, paragraph 8; Exhibit B, Tab 7, Schedule 1, pages 1-3 (Tables 1 and 2 and footnote 6); Exhibit B, Tab 3, Schedule 1, Attachment 6, pages 4-5.

Preamble: The forecast total capital cost of the Project is $1,163.5 million, based on a project definition equivalent to an AACE Class 3 estimate with an accuracy range of -20%/+30%. Hydro One states that the transmission line cost estimate is based on a fixed price EPC contract, that the ECI-EPC process produced "current market-tested EPC pricing," and that Hydro One has entered into an agreement with the selected EPC contractor, with a Limited Notice to Proceed on early activities. The IESO states that updated cost information for the Project "was not available at the time of writing" its April 2026 supplemental evidence, and that the 2021 West of London Bulk Plan assumed a Project cost of $800 million to $1,150 million in 2021 Canadian dollars.

Questions:

(a) State the effective date of the $1,163.5 million estimate and confirm whether it reflects the executed EPC contract price. If it does not, provide the variance between the estimate and the contracted EPC price, by cost category as presented in Table 1.

(b) Confirm that, applying the stated Class 3 accuracy range of -20%/+30%, the total capital cost of the Project could range from approximately $930.8 million to approximately $1,512.6 million. If not confirmed, provide the correct dollar range.

(c) Identify which components of the cost estimate are fixed under the EPC contract and which remain subject to adjustment, escalation, indexation, change orders, provisional sums or pass-through, including, without limitation, real estate, AFUDC, overheads, outage-related costs and tariff-related costs.

(d) Provide the escalation and inflation assumptions embedded in the estimate through the December 2030 in-service date, by year and by cost category.

(e) Provide a comparison, on a consistent dollar basis (both nominal and 2021 dollars), of the current estimate to the IESO's assumed cost range of $800 million to $1,150 million (2021 dollars), and explain any excess above the top of that range.

(f) State whether the estimate has been updated since May 19, 2026. If yes, provide the updated estimate. If no, state when Hydro One next expects to update the estimate and whether the update will be filed in this proceeding before the record closes.

1.1-RFG-2

Reference: Exhibit B, Tab 7, Schedule 1, page 1 (Table 1), page 2, and page 10 (Table 3, footnote 23); Exhibit E, Tab 1, Schedule 1, pages 4-5.

Preamble: Table 1 includes $205.162 million for Real Estate within the line cost estimate. Footnote 23 to Table 3 states that the $269.2 million real estate amount "includes the direct real estate costs of $205,162K (identified in Table 1) and the incremental costs associated with the demolition of buildings along the ROW plus contingency carried for expropriation, interest, and overhead." Hydro One states that the real estate component of the estimate "has been informed by a number of site-specific appraisals finalized to date."

Questions:

(a) Provide a breakdown of the $205.162 million real estate estimate by component, including: easement acquisitions; fee simple acquisitions; full property buyouts; injurious affection compensation; incentive payments (including the Premium Above Fair Market Value); option payments and option extension payments; crop land out of production payments; reimbursement of owners' legal and appraisal fees; land agent, appraisal, survey and transaction costs; and any other component.

(b) Provide the corresponding breakdown of the $269.2 million referenced in footnote 23, stating separately the amounts carried for: (i) demolition of buildings; (ii) contingency for expropriation; (iii) interest; and (iv) overhead.

(c) State the number of site-specific appraisals finalized as of the date of the response, relative to the 332 privately held properties, and provide the range of per-acre land values reflected in the estimate, by municipality.

(d) State the number of properties for which the estimate assumes: (i) easement acquisition; (ii) fee simple acquisition; (iii) full property buyout; and (iv) acquisition by expropriation under section 99 of the Act.

(e) If the contingency carried for expropriation proves insufficient (for example, because more owners decline voluntary agreements than assumed), describe the cost and schedule consequences and the mechanism by which any additional costs would be presented for recovery from ratepayers.

1.1-RFG-3

Reference: Exhibit B, Tab 7, Schedule 1, pages 5-10 (including Table 3 and footnotes 10-15 and 22-24).

Preamble: The only Ontario 500 kV transmission line comparator, the Bruce to Milton Transmission Line, shows an adjusted unit cost of $2.7 million/km, against $4.5 million/km for the Project (approximately 67% higher). In deriving the comparison, Hydro One excludes from the Project's costs, among other things, $65.9 million of incremental temporary agricultural land access costs and $19.7 million of newly enacted tariff impacts, while adding escalation adjustments of between $193.4 million and $444.0 million to the comparator projects; real estate costs are excluded from all projects. A 60% single-circuit adjustment factor is applied to double-circuit comparators based on CAISO and MISO unit cost guides, and the North Coast Transmission Line reference is supported by a CBC News article (footnote 13).

Questions:

(a) Provide Table 3 recalculated: (i) without excluding the Project's temporary agricultural land access costs and newly enacted tariff impacts; and (ii) including real estate costs for all projects; and provide the resulting adjusted unit costs per km in each case.

(b) Explain why costs that are acknowledged requirements of executing this Project in this location (temporary agricultural land access; tariffs in effect) are excluded when assessing whether the Project's estimate is reasonable, when those costs will be borne by ratepayers as part of the $1,163.5 million.

(c) Provide the project-specific engineering or cost analysis supporting the selection of a 60% single-to-double circuit adjustment factor, and provide the sensitivity of the Table 3 unit costs to adjustment factors of 50% and 70%.

(d) Provide the derivation of the escalation adjustment applied to each comparator project, including the annual inflation factors used for each year and their source.

(e) Confirm that the $65.9 million of temporary agricultural land access costs is included in the $878.5 million line cost estimate; identify the Table 1 line items in which those costs are recorded; and describe the scope of work covered (including access roads and matting, soil protection, and protection and repair of subsurface tile drainage systems).

(f) Other than the CBC News article cited at footnote 13, identify the source materials relied on for the North Coast Transmission Line Project cost reference, or confirm there are none.

1.1-RFG-4

Reference: Exhibit B, Tab 10, Schedule 1, pages 1-3; Exhibit B, Tab 7, Schedule 1, pages 11-14 (Tables 4 and 5).

Preamble: The station cost estimate of approximately $285 million is approximately 3.6 times the preliminary forecast of $78.3 million for the terminal station modification work in Investment Summary Document T-SS-09 filed in EB-2021-0110. In Table 5, approximately $93.9 million of the $230.0 million Lakeshore TS estimate is excluded from the comparison as project-specific or otherwise non-comparable.

Questions:

(a) Provide a quantified bridge from the $78.3 million ISD forecast to the $285 million station estimate, separately quantifying, in dollars: the change from a 230 kV to a 500 kV connection; the new Lakeshore TS 500 kV switchyard; the autotransformers; the remote station grounding work; estimate maturity (Class 5 to Class 3); inflation; and any other driver.

(b) For each amount excluded from the Lakeshore TS comparison in Table 5 (remote stations work; additional building requirements; new 230 kV components; new 500 kV switchyard site preparation; tariff impact), explain why exclusion is appropriate when each is a cost of the Project that ratepayers will bear, and provide the comparison with those amounts included.

(c) Confirm whether the station estimate reflects executed procurement contracts for major equipment (including the two 750 MVA 500/230 kV autotransformers and 500 kV breakers); identify major equipment not yet procured and the expected award dates and price risk in the interim.

Issue 1.2: *Has the applicant adequately identified and described any risks associated with the proposed project? Is the proposed contingency budget appropriate and consistent with these identified risks?*

<u>1.2-RFG-5</u>

Reference: Exhibit B, Tab 7, Schedule 1, page 1 (Tables 1 and 2) and pages 3-5.

Preamble: The contingency amounts total $88.925 million ($76.754 million line; $12.171 million station), approximately 7.6% of the total capital cost, against identified risks that include land acquisition, subsurface conditions, approvals, permits and authorizations (including possible expropriation), and outage constraints.

Questions:

(a) Describe the qualitative and quantitative risk analysis used to develop the contingency, including whether a Monte Carlo or other probabilistic analysis was performed, and state the confidence level (for example, P50, P80 or P90) represented by: (i) the contingency amounts; and (ii) the total estimate including contingency.

(b) Provide the allocation of the total contingency across each identified risk category, in dollars.

(c) Reconcile a total contingency of approximately 7.6% with the Class 3 accuracy range of -20%/+30%, and explain why the proposed contingency is appropriate and consistent with the identified risks.

(d) State the amount of contingency attributable specifically to land acquisition risk (including expropriation), and state whether this amount is the same as, or incremental to, the "contingency carried for expropriation" referenced in footnote 23 to Table 3.

1.2-RFG-6

Reference: Exhibit B, Tab 7, Schedule 1, pages 2 and 4-5; Exhibit B, Tab 11, Schedule 1, page 2.

Preamble: Hydro One's contingency excludes, among other things: labour disputes; safety or environmental incidents; significant changes in costs or availability of materials and equipment outside Hydro One's control, including impacts from changes in government policy, the introduction of new tariffs in addition to those already in effect, or geopolitical disruptions; delays in securing land acquisitions as a result of potential changes in the IESO's recommendations; and any other unforeseen and potentially significant event. Hydro One further states that "material delays in securing approvals could have significant impacts that have not been carried in contingency."

Questions:

(a) For each excluded risk category, state who would bear the cost consequence if the risk materializes (the EPC contractor; Hydro One's shareholders; the ATP regulatory account or a future partnership; or ratepayers), and describe the mechanism by which any such costs would be brought forward for recovery.

(b) Confirm whether Hydro One would seek recovery from ratepayers of Project costs in excess of $1,163.5 million and, if so, in what proceeding and subject to what standard of review.

(c) Describe the material risk-allocation provisions of the executed EPC contract, including any caps on the contractor's liability, relief or compensation events, force majeure provisions, escalation or tariff pass-through provisions, schedule liquidated damages, and incentive or bonus provisions. To the extent necessary, this information may be provided in accordance with Rule 9A and the Practice Direction on Confidential Filings.

(d) Provide Hydro One's estimate of the additional Project cost (including AFUDC and escalation) and the associated incremental rate impact of: (i) a six-month delay; and (ii) a twelve-month delay to the December 2030 in-service date.

1.2-RFG-7

Reference: Exhibit B, Tab 11, Schedule 1, pages 1-2 (including footnote 1); Exhibit E, Tab 1, Schedule 1, pages 4-5 (including Table 2); Exhibit B, Tab 7, Schedule 1, pages 3-4.

Preamble: The cost estimate and Project schedule assume OEB approval by December 2026 and completion of voluntary property rights acquisition by March 2027. As of May 1, 2026, of the 332 privately held properties, 31 voluntary settlement offers had been made and 4 had been accepted, and the schedule expressly "does not include expropriation relief under Section 99 of the OEB Act, if required." Hydro One states that if it is unsuccessful in securing voluntary agreements "within a short period following leave to construct approval," it intends to seek expropriation authority under section 99 of the Act.

Questions:

(a) Provide an updated Table 2 (Land Acquisition Status) as of the most recent practicable date, showing, for each property type: offers presented; offers accepted; agreements executed; and the number of properties at which negotiations are at an impasse or the owner has declined to negotiate.

(b) State the monthly rate at which Hydro One expects to present and conclude voluntary settlements between the date of the response and March 2027, the assumptions underlying that expectation, and Hydro One's experience on recent comparable projects (including the St. Clair Transmission Line Project, EB-2024-0155) in converting offers to executed agreements.

(c) Define the "short period following leave to construct approval" after which Hydro One intends to seek expropriation authority, and state the date by which Hydro One would file a section 99 application in respect of properties without voluntary agreements in order to hold the December 2030 in-service date.

(d) Provide the estimated number of properties that Hydro One expects, on current progress, will require proceedings under section 99 of the Act, and the estimated incremental cost (including legal, appraisal, compensation and carrying costs) associated with acquiring rights by expropriation rather than voluntary agreement.

(e) Provide the schedule and cost consequences (including AFUDC and escalation) if the section 99 process and subsequent steps under the Expropriations Act extend completion of property acquisition beyond March 2027 by six months and by twelve months, respectively.

(f) Confirm that construction cannot occur on any property until the required land rights for that property have been secured, and describe how construction would be sequenced around properties with unsecured rights, including the cost and schedule consequences of non-contiguous construction.

Issue 1.3: *If the applicant has requested that deferral accounts be established, has the applicant adequately demonstrated that the eligibility criteria of Causation, Materiality, and Prudence have been met?*

<u>1.3-RFG-8</u>

Reference: Exhibit B, Tab 1, Schedule 1, page 3, paragraph 7; Exhibit B, Tab 10, Schedule 1, pages 1-3.

Preamble: Hydro One states that no new deferral or variance accounts are requested. However, Hydro One proposes that the transmission line costs (Table 1 of Exhibit B, Tab 7, Schedule 1) be tracked in the OEB-approved Affiliate Transmission Projects ("ATP") regulatory account (EB-

2021-0169) pending the formation of a limited partnership with five First Nations holding up to a 50% equity interest, the commercial details of which "will be provided to the OEB once the limited partnership is formed." The station costs will be brought forward in Hydro One's 2028-2032 transmission rate application.

Questions:

(a) Provide the balance recorded in the ATP account in respect of the Project as of the most recent practicable date, broken down by category (development costs, land and land rights costs, EPC and construction costs, overheads, and carrying charges), and state the carrying charge rate applied.

(b) Describe the proceeding(s) in which the prudence and reasonableness of the Project line costs recorded in the ATP account will be reviewed before any recovery from ratepayers, and confirm that a grant of leave to construct in this proceeding would not constitute approval of the recovery of any Project costs.

(c) If the limited partnership is not finalized, or is finalized on terms different from those assumed, describe how the line costs recorded in the ATP account would be treated (including any transfer to Hydro One's rate base, the timing, and the proceeding in which that would occur), and any implications for the rate impact assessment in Exhibit B, Tab 9, Schedule 1.

(d) State the estimated revenue requirement associated with the approximately $285 million of station costs in the 2028-2032 period, and confirm that this amount is incremental to no amounts other than those reflected in the rate impact assessment in Exhibit B, Tab 9, Schedule 1.

ISSUE 2.0: PRICES: CUSTOMER IMPACTS

Issue 2.1: *Has the applicant correctly determined the need for and the amount of any capital contributions that are required for the project?*

2.1-RFG-9

Reference: Exhibit B, Tab 9, Schedule 1, pages 1-2.

Preamble: Hydro One states that the Project costs will be included in the network pool and not allocated to any individual customer, that the Project "is not associated with any specific load increase or customer load application," and that no customer capital contribution is required, "consistent with the provisions of Section 6.3.5 of the TSC." The same evidence states that the need is driven by rapidly increasing electricity demand "primarily driven by agricultural growth and the adoption of grow lights."

Questions:

(a) Explain the analysis by which Hydro One determined that the entirety of the Project is properly classified to the network pool with no capital contribution from any customer or class of customers, including each provision of the Transmission System Code applied and how it was applied.

(b) Identify whether any load customer, distributor or group of customers (including greenhouse or industrial customers in the Windsor-Essex and Chatham-Kent regions) has made, or is expected to make, a connection application or request for connection facilities or upgrades that depends on the transfer capability provided by the Project; and state whether any such customer has been asked to provide, or has provided, a capital contribution, expansion deposit or other security in respect of facilities that depend on the Project.

(c) Confirm that, if the forecast demand growth in the region does not materialize in whole or in part, the full cost of the Project would nonetheless be recovered from Ontario transmission ratepayers through the network pool, and identify any mechanism by which cost responsibility would be revisited.

Issue 2.2: *Are the projected transmission rate impacts that will result from the project reasonable given the need(s) it satisfies and the benefit(s) it provides?*

2.2-RFG-10

Reference: Exhibit B, Tab 9, Schedule 1, pages 1-8 (Tables 1-5); Exhibit B, Tab 1, Schedule 1, page 4, paragraph 9, and page 5, paragraph 17.

Preamble: The 25-year discounted cash flow analysis shows a negative net present value of $756.3 million, a profitability index of 0.3, and a payback period of 25 years. The analysis assumes a constant load forecast of 368.5 MW in every year, network billing determinants that increase from 234 MW to only 238 MW, and 2026 Uniform Transmission Rates held constant for 25 years. Hydro One characterizes the Project as having "minimal impact on electricity prices," citing a $0.46 per month impact on a typical residential customer under the RPP.

Questions:

(a) Reconcile the constant 368.5 MW load forecast, and the 4 MW increase in network billing determinants, with the "rapidly increasing electricity demand" said to underlie the Project, and provide the revenue, NPV and rate impact results if load and billing determinants instead follow the IESO's current forecast for the region.

(b) Provide the network pool rate impact and the typical monthly residential bill impact at: (i) the Class 3 upper bound cost of approximately $1,512.6 million; (ii) a twelve-month delay to the in-service date; and (iii) both combined.

(c) State the cumulative dollar impact on a typical residential customer's bills over the 25-year horizon of the analysis (rather than the monthly figure), and provide the corresponding impact for a typical network-connected industrial or general service customer.

(d) Identify all Project-related costs that are not reflected in the $0.46 per month estimate, including the $2.9 million of OMA removal costs, any Line 2 land rights acquisition costs (see 5.1-RFG-17), and any amounts recorded in the ATP account that are not included in the DCF, and quantify each.

(e) Explain how a project with a negative NPV of $756.3 million and a profitability index of 0.3 on Hydro One's own analysis supports the statement at Exhibit B, Tab 1, Schedule 1, paragraph 17 that the Project proceeds "with minimal impact on electricity prices," including any offsetting quantified benefits relied upon.

2.2-RFG-11

Reference: Exhibit B, Tab 1, Schedule 1, page 3, paragraphs 7-8; Exhibit B, Tab 10, Schedule 1, page 1; Exhibit B, Tab 9, Schedule 1, pages 6 and 8 (assumptions).

Preamble: Hydro One expects that, after completion of the Project, ownership of the transmission line facilities will be transferred to a limited partnership that will include ownership interests held by five First Nations with the opportunity to invest in a 50% equity stake. Hydro One states that it is not able to provide commercial details as negotiations are ongoing, and that it does not anticipate the limited partnership to impact the Project cost estimates. The rate impact analysis is calculated using Hydro One's OEB-approved cost of capital parameters (including a 9.36% ROE and a 40/60 equity/debt split).

Questions:

(a) Confirm that the rate impact analysis in Exhibit B, Tab 9, Schedule 1 assumes that the line facilities are owned and financed on Hydro One's OEB-approved capital structure and cost of capital for the full 25-year horizon. If the limited partnership's capital structure, cost of capital, or revenue requirement could differ, describe the potential direction and magnitude of the impact on the network pool revenue requirement and on the rate impacts presented.

(b) State whether the limited partnership is expected to apply for its own transmission licence and revenue requirement, and whether ratepayers could bear any transaction, transfer, financing or incremental administrative costs associated with the transfer of the line facilities; quantify where possible.

(c) State what commitments, if any, Hydro One is prepared to make in this proceeding that the aggregate cost consequences to ratepayers of the Project, including following any transfer to the limited partnership, will not exceed those presented in Exhibit B, Tab 9, Schedule 1.

(d) State when the commercial details of the limited partnership are expected to be available, and whether they will be filed in this proceeding before the record closes; if not, explain how the OEB can assess the price impacts of the Project without them.

ISSUE 3.0: RELIABILITY AND QUALITY OF ELECTRICITY SERVICE

Issue 3.1: *Has the applicant established that the project will maintain or improve reliability?*

3.1-RFG-12

Reference: Exhibit D, Tab 1, Schedule 1; Exhibit G, Tab 1, Schedule 1, Attachment 1, Executive Summary (page 3 of 11) and section 1.1.

Preamble: The Final CIA states that the SIA "indicates that the project would potentially result in post-contingency voltage violation under light load conditions which is to be managed by tripping the new line," and that transmission constraints in the area are currently managed by the Lakeshore Remedial Action Scheme ("RAS"). The CIA's short circuit findings are stated to apply "with the Lambton 230 kV bus in split mode operation."

Questions:

(a) Describe the light load conditions and the contingencies under which post-contingency voltage violations would arise, the expected frequency and duration of such conditions, and the protocol by which the new line would be tripped (automatic protection scheme or operator action).

(b) Describe the system configuration that results when the new line is tripped under that protocol, and any consequences for the reliability and quality of electricity service in the Windsor-Essex and Chatham-Kent regions while the line is out of service.

(c) Identify any additional facilities or equipment (for example, shunt reactors or other reactive compensation) that were considered or will be required to address the light load voltage issue; state their cost; and confirm whether that cost is included in the $1,163.5 million estimate.

(d) Confirm whether the Lakeshore RAS will remain in service following the Project's in-service date, and describe any residual load rejection exposure for customers supplied from RAS participating stations.

(e) State whether the split mode operation of the Lambton 230 kV bus is an enduring operational requirement arising from the Project, and describe any associated reliability, losses or operational flexibility implications.

Issue 3.2: *Has the applicant provided a final System Impact Assessment (SIA)? Does the final SIA conclude that the project will not have a material adverse impact on the reliability of the integrated power system?*

3.2-RFG-13

Reference: Exhibit F, Tab 1, Schedule 1 and Attachment 1, pages 6-8 (Project Description; Notification of Conditional Approval; Recommendation; Appendix A, General Requirement 1); Exhibit B, Tab 2, Schedule 1, page 1; Exhibit C, Tab 1, Schedule 1, pages 1-2.

Preamble: The Final SIA (CAA ID 2023-743, dated July 14, 2025) describes the project studied as "a new 135 km single-circuit 500 kV transmission line," whereas the Application seeks leave to construct an approximately 117 km line. General Requirement 1 of the SIA requires Hydro One to notify the IESO as soon as it becomes aware of any changes to the project scope or data used in the assessment, upon which the IESO will determine whether a re-assessment is required. The SIA appendices (project data, facility classification, study scope, and detailed study results) have been omitted from the filing as confidential.

Questions:

(a) Explain the discrepancy between the 135 km line length described in the Final SIA and the approximately 117 km line length applied for, and confirm whether the electrical parameters used in the SIA (including line impedance, ratings and losses) correspond to the currently proposed 117 km route and the 732 kcmil ACSR/TW quad-bundle conductor configuration described in Exhibit C.

(b) State whether Hydro One has notified the IESO of any change in project scope or data since July 14, 2025 (including the route length and final tower count), and whether the IESO has determined that a re-assessment is or is not required; provide the relevant correspondence or confirmations.

(c) Confirm whether the IESO has issued the Notification of Conditional Approval for Connection recommended by the SIA; if so, provide it; if not, state when it is expected.

(d) State the cost of implementing the IESO's requirements and the geomagnetic disturbance (GIC) monitoring recommendation in the SIA, and confirm those costs are included in the Project estimate.

(e) Confirm that the Final SIA remains current and valid for the December 2030 in-service date and the Project schedule at Exhibit B, Tab 11, Schedule 1, including if the in-service date is delayed.

Issue 3.3: *Has the applicant provided a final Customer Impact Assessment (CIA)? Does the final CIA conclude that the project will not have an adverse impact on customers, with respect to reliability and quality of electricity service?*

3.3-RFG-14

Reference: Exhibit G, Tab 1, Schedule 1 and Attachment 1 (Executive Summary and sections 1.1-1.2); Exhibit C, Tab 1, Schedule 1, pages 4-5.

Preamble: The Final CIA reports that the largest percentage increase in symmetrical short circuit current due to the Project is at the Lakeshore TS 230 kV bus (23.6% for three-phase and 46.9% for line-to-ground faults), that levels remain within Transmission System Code limits with the Lambton 230 kV bus in split mode operation, and that the customer review period for the draft CIA ended August 28, 2025, with all comments addressed. Minor grounding upgrades are required at six remote stations (Belle River TS, Crawford TS, Essex TS, Clarke TS, Karn TS and Sarnia Scott TS) due to increased fault levels.

Questions:

(a) Provide the pre-Project and post-Project short circuit levels, and the applicable Transmission System Code limits, at each customer connection point experiencing a material increase (including the Lakeshore TS 230 kV bus), together with the remaining margin at each point.

(b) Identify the comments received from transmission-connected customers on the draft CIA and describe how each was addressed in the Final CIA.

(c) Confirm whether any customer-owned equipment will require upgrading or replacement as a result of the increased fault levels and, if so, identify the affected customers and state who bears those costs.

(d) Confirm that the Final CIA reflects the as-applied-for configuration of the Project (see 3.2-RFG-13), including the final Lakeshore TS design with two 750 MVA 500/230 kV autotransformers.

(e) Confirm that the grounding upgrades at the six remote stations will be completed prior to energization of the new line, and describe the reliability and schedule consequences if they are not.

ISSUE 4.0: ECONOMIC GROWTH

Issue 4.1: *Where the applicant claims that a proposed project will support economic growth in a manner consistent with the policies of the Government of Ontario, has the applicant substantiated this claim?*

4.1-RFG-15

Reference: Exhibit B, Tab 6, Schedule 1, pages 1-2; Exhibit B, Tab 9, Schedule 1, page 1; Exhibit B, Tab 3, Schedule 1, Attachment 6.

Preamble: Hydro One states that the Project "will bring both short-term and long-term employment, training, and business opportunities to the regions" and that it "represents a key step in the coordinated development of transmission infrastructure required to support continued economic growth and electricity demand in southwestern Ontario."

Questions:

(a) Identify each specific claim of economic growth benefit made in the Application and, for each, provide the supporting analysis, study or quantification (including of employment, training, contracting and business opportunities), or confirm that no quantitative analysis was performed.

(b) Identify the specific policies of the Government of Ontario with which the claimed support for economic growth is said to be consistent, and the manner of consistency.

(c) To the extent the claimed economic growth benefits depend on forecast greenhouse, agricultural and industrial expansion in the Windsor-Essex and Chatham-Kent regions, state whether there have been any material changes to those expansion plans since the April 2025 Windsor-Essex IRRP (including any announced deferrals or cancellations), and describe the effect on the claimed benefits if the anticipated growth is delayed or does not materialize.

(d) Identify which of the claimed employment, training, contracting and equity participation benefits are contingent on agreements or arrangements not yet concluded, including the limited partnership described at Exhibit B, Tab 1, Schedule 1, paragraph 7.

ISSUE 5.0: ROUTE MAP AND FORM OF LANDOWNER AGREEMENTS

Issue 5.1: *Are any proposed forms of landowner agreements under section 97 of the OEB Act appropriate and consistent with OEB requirements?*

5.1-RFG-16

Reference: Procedural Order No. 1, pages 1-2; Hydro One letter to the OEB dated June 30, 2026 (Acknowledgement and Acceptance of Intervenor Registration), including footnote 2; Exhibit E, Tab 1, Schedule 1, Attachment 2; Exhibit B, Tab 1, Schedule 1, page 4, paragraph 14; Exhibit E, Tab 1, Schedule 1, pages 1-3.

Preamble: In its June 30, 2026 letter, and as noted in PO1, Hydro One asserted that "only 86 clients of the 94 identified in the Ross Firm Group's intervention request, are impacted landowners and/or encumbrancers with respect to the relief sought in Hydro One's leave to construct application," citing Exhibit E, Tab 1, Schedule 1, Attachment 2. Attachment 2 lists properties by Hydro One File No., PIN and legal description, but its "Owner(s)" column is blank in the public record and it does not identify encumbrancers or persons holding other interests. Hydro One's evidence also contemplates rights beyond the permanent corridor rights listed in Attachment 2, including temporary access and construction rights, off-corridor access, laydown areas and access roads, which "will be negotiated and acquired as and when needed." RFG requires particulars of Hydro One's assertion in order to address it, and in order to address the completeness of the affected-landowner universe relevant to the section 97 approvals sought.

Questions:

(a) Identify, by reference to the Hydro One File No. and PIN used in Attachment 2 (and in accordance with Rule 9A to the extent personal information is engaged), each of the eight (8) persons among the 94 identified in RFG's intervention request whom Hydro One asserts are not impacted landowners and/or encumbrancers, and state, for each, the specific factual basis for that assertion.

(b) State the criteria Hydro One applied in determining who is an "impacted landowner and/or encumbrancer with respect to the relief sought," including the treatment of: registered owners; spouses with matrimonial or other interests; tenants and other persons with possessory interests (including tenant farmers); mortgagees, chargees and other encumbrancers; owners of abutting or severed lands claiming injurious affection; and persons whose lands are proposed to be used only for temporary rights, off-corridor access, laydown areas or access roads.

(c) State the date as of which the ownership and encumbrance information underlying Attachment 2 was current, whether title searches or sub-searches have been updated since that date, and, if so, provide the updated results (in accordance with Rule 9A as necessary).

(d) Provide a parcel-by-parcel reconciliation, by Hydro One File No. and PIN, of the 94 persons identified in Schedule A to RFG's intervention request form against: (i) the properties listed in Attachment 2; and (ii) any additional properties on which Hydro One expects to require any of the agreements listed at Exhibit E, Tab 1, Schedule 1, page 3 (including the Agreement for Temporary Rights, Off Corridor Access and Damage Claim Agreement/Waiver), identifying for each person the interest held and the rights Hydro One requires.

(e) Confirm whether the 342 "directly impacted properties" identified at Exhibit B, Tab 1, Schedule 1, paragraph 14 constitute the complete universe of properties on which any form of agreement for which section 97 approval is sought is or may be offered. If not, state the total number of properties, and of owners and encumbrancers, to whom each form is expected to be offered.

(f) State whether Hydro One maintains its position that any determination of status and cost eligibility should be limited to the 86 persons and, if so, provide full particulars of the grounds for that position in light of the responses to (a) through (e).

5.1-RFG-17

Reference: Exhibit E, Tab 1, Schedule 1, pages 6-9 (Tables 3 and 4); Exhibit E, Tab 1, Schedule 1, Attachments 3, 7, 8, 9 and 10; Exhibit B, Tab 3, Schedule 1, Attachment 6, pages 4-5.

Preamble: Several of the forms for which approval is sought under section 97 grant Hydro One options and easements not only for the Project ("Line 1") but also for a second 500 kV transmission line ("Line 2") that is not the subject of the leave to construct relief sought in this Application. The IESO describes the second line as "an option currently being evaluated as a means to meet the identified needs emerging between 2035 and the early 2040s." Under the combined forms, the Line 2 Option Term may be extended at Hydro One's election for additional one-year periods.

Questions:

(a) Explain the basis on which the OEB may, in this proceeding, approve forms of agreement that convey land rights for Line 2 when leave to construct Line 2 has neither been sought nor granted, and state whether Hydro One will seek approval of the forms of Line 2 agreements in any future Line 2 leave to construct application.

(b) State how many of the 332 privately held properties are proposed to receive combined Line 1 and Line 2 forms of agreement rather than Line 1-only forms, and the criteria by which Hydro One determines which form is offered to which owner.

(c) Confirm that an owner who is prepared to grant Line 1 rights but declines to grant Line 2 rights will be offered a Line 1-only agreement, and that no Line 1 compensation, incentive, or timing consequence attaches to the owner's refusal of Line 2 rights. If this cannot be confirmed, explain fully.

(d) Describe the compensation payable in respect of the Line 2 option and easement relative to Line 1 (option payments, purchase price, premium above fair market value, and injurious affection), and state where Line 2 land rights acquisition costs are recorded (this Project's real estate estimate, the ATP account, or otherwise) and who bears those costs if Line 2 does not proceed.

(e) Describe the mechanism, if any, by which Line 2 options or registered Line 2 easements will be released and discharged from title if Line 2 does not proceed, including timing and any compensation for the period during which the owner's title remains encumbered.

(f) State the maximum period of time, from the Agreement Date, during which an owner's title could remain subject to an unexercised Line 2 option, having regard to the extension provisions in the forms of agreement.

5.1-RFG-18

Reference: Exhibit E, Tab 1, Schedule 1, pages 8-9; Exhibit E, Tab 1, Schedule 1, Attachment 8, Section 1; Attachment 10, Section 1.

Preamble: Under the Compensation and Incentive Agreements, the owner acknowledges and agrees to accept the Hydro One-commissioned appraisal (with an effective date of November 1, 2025) as a fair evaluation of market value. A Market Value Top-Up now applies only where more than one year has elapsed between the effective date of the appraisal and the date leave to construct approval is secured, and only "where the AACI Appraiser determines that such ... Top-Up is warranted." Hydro One's evidence acknowledges that the previously approved forms "did not require one year to elapse to qualify for Market Value Top-Up consideration."

Questions:

(a) Explain the rationale for introducing the one-year elapsed-time threshold, and quantify the number of properties whose owners would qualify for a top-up under the previously approved form but not under the proposed form, assuming leave to construct is granted in December 2026 as the schedule contemplates.

(b) Confirm that, if leave to construct is granted before November 1, 2026, no owner will qualify for a Line 1 Market Value Top-Up regardless of any intervening market appreciation between November 1, 2025 and closing. If not confirmed, explain.

(c) Describe the independent land rate study process, including: who retains and instructs the AACI Appraiser; the criteria by which a top-up is determined to be "warranted"; whether owners receive a copy of the land rate study; and whether and how an owner may dispute the determination.

(d) Explain how an appraisal with a November 1, 2025 effective date remains a reliable measure of market value for closings expected to occur in 2027 and later years, and state whether the forms permit any adjustment where the surveyed easement area or market conditions change between execution and closing, other than the Top-Up provisions.

(e) Provide a comparison of the compensation available to an owner under the proposed voluntary forms against the owner's statutory entitlements under the Expropriations Act if the same rights were acquired under section 99 of the Act (including market value, injurious affection, disturbance damages, business loss, interest and costs), and identify each element available under the Expropriations Act that is not available, or is limited, under the proposed forms.

5.1-RFG-19

Reference: Exhibit E, Tab 1, Schedule 1, Attachment 8, Sections 2, 4, 5 and 6; Attachment 6 (Damage Claim Agreement/Waiver); Attachment 5 (Off Corridor Access); Attachment 4 (Agreement for Temporary Rights).

Preamble: Under Section 4 of the Compensation and Incentive Agreement - Easement, the owner "waives the right to be reimbursed by Hydro One for the reasonable costs the Owner incurs for an additional third party independent site-specific appraisal report, up to the amount of Seven Thousand Five Hundred Dollars ($7,500.00)" and thereby accepts the Acceptance of the Hydro One Offer incentive. Section 6 requires the owner to indemnify and save harmless Hydro One from all claims of any person having a possessory interest in the easement lands. The Damage Claim Agreement/Waiver provides for a payment "in full payment and satisfaction of all claims or demands for damages of whatsoever kind" and is expressed to be "Subject to Approval by Hydro One Networks Inc."

Questions:

(a) Explain the rationale for conditioning the acceptance incentive on the owner's waiver of reimbursement for the owner's own independent appraisal; state whether an owner may obtain the $7,500 reimbursement and still execute the agreements; and state the amount of the acceptance incentive relative to the waived reimbursement.

(b) Explain why it is appropriate that owners (including farm owners whose lands are worked by tenant farmers) indemnify Hydro One against claims of persons with possessory interests, rather than Hydro One compensating those persons directly, and describe how the crop losses, business losses and other damages of tenants and other persons with possessory interests are compensated under the forms.

(c) For the Damage Claim Agreement/Waiver: state who determines the quantum of the damages payment; describe the owner's recourse where Hydro One does not approve a claim or where the owner disputes Hydro One's assessment; and explain why the form contains no independent or binding dispute resolution mechanism.

(d) Identify each provision in each form of agreement for which approval is sought that releases, waives, limits or indemnifies against an owner's or occupant's rights, remedies or future claims, and explain, for each, why the provision is appropriate for inclusion in an OEB-approved form.

(e) Confirm whether Hydro One will reimburse owners' reasonable legal fees incurred in negotiating (and not merely reviewing and executing) the agreements, and identify any caps or conditions that apply to such reimbursement.

5.1-RFG-20

Reference: Exhibit E, Tab 1, Schedule 1, Attachment 11 (Crop Land Out of Production Agreement); Exhibit B, Tab 7, Schedule 1, page 8; Exhibit B, Tab 11, Schedule 1; Exhibit C, Tab 1, Schedule 1, page 3.

Preamble: The Crop Land Out of Production Agreement is a full and final release in respect of a single crop growing season, with the settlement amount calculated "in accordance with the Annual Market Price Option set out in the Cropland Out-of-Production Booklet," which is not filed. The form provides that cropland out-of-production compensation "will not be offered to the Property Owner if the Property Owner transacts, sells, transfers, assigns, conveys or suspends agricultural operations" on the affected lands. Line construction is scheduled from April 2027 to December 2030 across predominantly prime agricultural land, and Hydro One has recognized $65.9 million of incremental temporary access requirements to mitigate excessive soil compaction, rutting, erosion and disruption to subsurface tile drainage systems.

Questions:

(a) File the Cropland Out-of-Production Booklet, including all compensation options and the current rates under each option, or explain why the document that determines the quantum payable under a form presented for approval under section 97 should not be before the OEB.

(b) Confirm that owners will be eligible for compensation in respect of each growing season affected by construction and restoration activities (including partial-season impacts and reduced yields in seasons following restoration), and describe the compensation available for multi-year productivity losses arising from soil compaction and soil structure damage.

(c) Explain the rationale for denying cropland out-of-production compensation where the owner sells, transfers, assigns or conveys the property (including an intergenerational farm transfer or transfer to a family farm corporation) or temporarily suspends operations, and state whether a purchaser or transferee succeeds to the compensation entitlement.

(d) Describe Hydro One's commitments with respect to: (i) pre-construction and post-construction investigation, repair and replacement of tile drainage systems, including the standard of repair and any warranty period; (ii) topsoil stripping, segregation and replacement; (iii) decompaction and remediation of compacted soils; (iv) weed control and biosecurity protocols (including clubroot and other soil-borne pathogen controls) for equipment moving between properties; and (v) removal of the 101 existing towers and foundations to 1.5 m below grade and restoration for agricultural use; and identify where each commitment is recorded in an enforceable form of agreement or other instrument.

(e) State whether Hydro One will commit, as a condition of any leave granted, to file with the OEB prior to construction an agricultural impact mitigation plan developed in consultation with affected landowners, and to comply with it.

5.1-RFG-21

Reference: Exhibit E, Tab 1, Schedule 1, pages 1 and 4-5 (including Table 2); Exhibit B, Tab 7, Schedule 1, page 4; Exhibit E, Tab 1, Schedule 1, Attachment 2.

Preamble: Hydro One's voluntary acquisitions are governed by its project-specific Land Acquisition Compensation Principles ("LACP"), described as "a project-specific principles-based acquisition program," which is not filed. The evidence states that a small number of properties have dwellings and/or agricultural outbuildings within the new transmission corridor and that voluntary agreements "may include full property buyouts, at the property owner's election." Table 2 identifies landowner issues to date as including tower design and placements, routing, and the potential of a second 500 kV line.

Questions:

(a) File the LACP, or explain why the document containing the compensation principles applied to all affected owners should not be before the OEB when the forms of agreement implementing those principles are presented for approval under section 97.

(b) State the number of properties with dwellings, and the number with agricultural outbuildings, located within the proposed corridor; and for each such property, describe the proposed disposition (full buyout, relocation, demolition or other) and the number of households expected to be displaced.

(c) Describe the criteria and process governing a "full property buyout at the property owner's election," including whether the election is available to every owner whose dwelling or outbuildings are within the corridor, and the valuation basis for a buyout.

(d) Describe how Hydro One is addressing each category of issue identified in Table 2 (tower design and placements; routing; the potential of a second 500 kV line), including the process by which owners may obtain adjustments to tower placements on their lands, and provide an updated summary of negotiations by property in the form of the "Where Agreement is Outstanding - Summary of Negotiations to Date" column of Attachment 2.

(e) State whether Hydro One has amended, or intends to amend, the LACP or any form of agreement in response to landowner concerns raised to date; if so, describe the amendments and file the revised forms.

Issue 5.2: *Does the route map provided pursuant to section 94 of the OEB Act show the general location of the proposed project and the municipalities, highways, railways, utility lines and navigable waters through, under, over, upon or across which the proposed project is to pass.*

5.2-RFG-22

Reference: Exhibit E, Tab 1, Schedule 1, pages 1-3 and Attachment 1 (Detailed Route Map); Exhibit C, Tab 1, Schedule 1, pages 1-2; Exhibit B, Tab 2, Schedule 1, Attachment 1; Exhibit B, Tab 7, Schedule 1, page 7.

Preamble: The route crosses, among other things, the Thames River, Highway 401 and other highways, the CP railway corridor (seven railway crossings), and existing 230 kV transmission circuits, and includes a segment requiring steel pole structures in the vicinity of a private airstrip to meet aviation safety and obstacle clearance requirements. The Rail Crossing Agreement is to be "provided by rail company at a later date" and the Ministry of Transportation Encroachment Permit "at a later date"; neither is filed.

Questions:

(a) Confirm that the route map filed pursuant to section 94 shows each municipality, highway, railway, utility line and navigable water through, under, over, upon or across which the line is to pass, and provide a consolidated table listing each such crossing, its location, and the agreement or permit by which the necessary rights will be obtained.

(b) For each of the seven railway crossings: state the status of discussions with the railway company; state when the form of Rail Crossing Agreement will be available; and explain how the OEB can assess the forms of agreement relevant to the Project's land rights when this form is not before it.

(c) Identify each utility line crossing (including any Enbridge Gas pipelines and other buried infrastructure), the status of the associated crossing or proximity agreements, and confirm whether any third-party utility relocations are required and whether their costs are included in the Project estimate.

(d) Identify the location and length of the steel pole segment associated with the private airstrip, the applicable aviation clearance requirements, and any resulting constraints on adjacent owners' use of their lands, including aerial application (crop spraying and seeding) operations over agricultural lands along the corridor generally.

(e) Confirm whether the detailed route map reflects final tower placements. If not, state when final placements will be determined, and describe the process and timeline by which affected owners may seek placement adjustments before construction.

ISSUE 6.0: CONDITIONS OF APPROVAL

Issue 6.1: *The OEB's standard conditions of approval are attached as Attachment 1. If the OEB approves the proposed project, what additional or revised conditions, if any, are appropriate?*

6.1-RFG-23

Reference: PO1, Schedule B, Attachment 1 (Standard Conditions of Approval); Exhibit B, Tab 1, Schedule 1, page 5, paragraph 18; Exhibit B, Tab 11, Schedule 1; Exhibit E, Tab 1, Schedule 1, pages 4-5.

Preamble: Hydro One consents to the OEB's standard conditions of approval. In light of the early stage of land acquisition (4 voluntary settlement agreements achieved across 332 privately held properties as of May 1, 2026) and the matters raised in these interrogatories, RFG anticipates making submissions on additional conditions should the OEB grant leave.

Questions:

(a) State whether Hydro One would accept, and if not, explain why not, in respect of each of the following conditions: (i) quarterly reporting to the OEB, copied to intervenors, of land acquisition status (offers presented, offers accepted, agreements executed, and any section 99 applications) until all required land rights are secured; (ii) a condition that construction not commence on any property until the land rights required for that property have been secured; (iii) the filing, prior to the commencement of construction, of an agricultural impact mitigation plan (addressing tile drainage, topsoil management, soil compaction, biosecurity, access routes and restoration standards) developed in consultation with affected landowners; (iv) an independent and binding dispute resolution process, at Hydro One's cost, for construction damage claims, including crop loss and drainage damage claims; (v) reporting to the OEB of any material change in Project cost, including utilization of contingency beyond a stated threshold; and (vi) a term providing that the section 97 approvals in this proceeding are limited to Line 1 rights and do not extend to the acquisition of Line 2 rights.

(b) Identify any additional or revised conditions of approval that Hydro One itself proposes, beyond the standard conditions.

(c) With respect to standard condition 2 (termination of the authorization 12 months from the date of the Decision and Order unless construction has commenced), state what activities Hydro One considers would constitute the commencement of construction (for example, the exercise of option agreements, station work on Hydro One-owned lands, corridor clearing, or tower foundation installation on privately held lands).

All of which is respectfully submitted this 6th day of August, 2026.

The Ross Firm Professional Corporation
Per: Quinn Ross
Counsel for The Ross Firm Group (RFG)

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