



ONTARIO ENERGY BOARD

FILE NO.: EB-2011-0027

VOLUME: Technical Conference

DATE: May 17, 2011

THE 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
Summerhaven Wind LP for an Order granting leave
to construct a new transmission line and
associated facilities for the Summerhaven Wind
Energy Centre.

Hearing held at 2300 Yonge Street,
25th Floor, Toronto, Ontario,
on Tuesday, May 17th, 2011,
commencing at 9:37 a.m.

TECHNICAL CONFERENCE

A P P E A R A N C E S

KRISTI SEBALJ Board Counsel

LEILA AZAIEZ Board Staff
NABIH MIKHAIL

KRISTYN ANNIS Summerhaven Wind LP

HELEN NEWLAND Capital Power GP Holdings Inc.
ANTHONY ZHLATIC
SARAH PALMER

SCOTT STOLL Haldimand County Hydro Inc.
LLOYD E. PAYNE
PAUL HEEG
DR. EMANUEL PETRACHE

MICHAEL ENGELBERG Hydro One Networks Inc. (HONI)
PHILIP POON
JOHN SABISTON

CARL BURRELL Independent Electricity System
YUSCHI WU Operator (IESO)

ALSO PRESENT:

TREVOR FRANCIS Summerhaven Wind LP
PHIL GIVENS
JIM ARKERSON
BEN GREENHOUSE

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1 Tuesday, May 17, 2011

2 --- On commencing at 9:37 a.m.

3 MS. SEBALJ: All right. In the interests of time, why
4 don't we get started. I expect that someone may join us in
5 a few minutes by phone.

6 My name is Kristi Sebalj and I am Ontario Energy Board
7 legal counsel. With me are Leila Azaiez and Nabih Mikhail.
8 We are the Board Staff team for the Summerhaven Wind LP
9 leave to construct application, and that is docket number
10 EB-2011-0027.

11 And we are here today for a technical conference in
12 that matter. I will just give a brief history of the
13 application so far and set the stage for today, and then we
14 will take it from there.

15 So the Summerhaven Wind LP application was filed on
16 January 27th, 2011 under sections 92 and 97 of the Ontario
17 Energy Board Act, seeking leave to construct transmission
18 facilities and approval of a form of easement to connect
19 the Summerhaven Wind Energy Centre to the IESO-controlled
20 grid.

21 The project consists of constructing 9 kilometres of
22 230 kV overhead transmission line and associated facilities
23 in the county of Haldimand.

24 There have been -- sorry, there has been one round of
25 interrogatories. Responses to the interrogatories were
26 filed by Summerhaven on April 20th.

27 In Procedural Order No. 3, the Board set out a process
28 for parties to make submissions in the application -- on

1 the application, but on April 29th, Haldimand County Hydro
2 requested a delay from the schedule for submissions so that
3 representatives from Haldimand County Hydro Inc. could ask
4 follow-up questions and further investigate issues raised
5 during the interrogatory process.

6 On May 4th, the applicant objected to Haldimand County
7 Hydro's request. On May 5th, the Board issued a further
8 procedural order scheduling this technical conference and
9 thereby granting Haldimand County Hydro's request.

10 The dates for the technical conference were
11 subsequently changed at the request of the applicant.

12 It should also be noted that at the same time it filed
13 its letter requesting an opportunity to ask further
14 questions, Haldimand County Hydro filed a motion to defer
15 the final decision in this proceeding, as well as defer the
16 final decision in another proceeding, which is the Grand
17 Renewable Wind LP leave to construct.

18 The motion requests, among other things, that the
19 Board defer any final decision in this matter pending a
20 generic proceeding by the Board to decide issues of general
21 application to the development of transmission lines in
22 municipal rights of way.

23 A letter was filed by counsel to Summerhaven in
24 response to the motion on May 4th, and I am only raising
25 the issue of the motion to let you know that it was filed
26 and that the Board is aware of it.

27 I remind all parties that this is a technical
28 conference. It is being transcribed by a court reporter,

1 so I would ask that you please speak clearly and loudly
2 into your microphones so that the court reporter can hear
3 you.

4 For those of you who are new to the Board's process,
5 the mic is the agree button in front of you, and the light
6 beside it is lit when it is on. They can be a little
7 fussy, so I will also remind you that the mics are linked
8 by pod. So if Leila, for instance, turns off her mic, then
9 she turns me off, so just be aware of that. You may turn
10 your neighbour off accidentally. It is not a perfect
11 system.

12 I also remind all parties that we of course don't have
13 an adjudicative tribunal here today. It is an informal
14 technical conference. If for any reason disputes arise, we
15 will have to try and work them out ourselves and, barring
16 that, refer them to a panel for a resolution.

17 If there are no preliminary matters, I will ask for
18 appearances for the record, and then I will turn it over to
19 Summerhaven to introduce the witnesses.

20 So if I could have appearances, please?

21 **APPEARANCES:**

22 MS. ANNIS: Kristyn Annis, McCarthy Tétrault.

23 MR. STOLL: Scott Stoll with Haldimand County Hydro
24 Inc.

25 MS. NEWLAND: Helen Newland, Capital Power, and with
26 me is an Anthony Zhlati and Sarah Palmer of Capital Power.

27 MR. ENGELBERG: Michael Engelberg, counsel to Hydro
28 One Networks Inc., and I am here with Philip Poon from

1 regulatory affairs and John Sabiston from asset management.

2 MS. SEBALJ: Carl, are you not going to register an
3 appearance?

4 MR. BURRELL: I was waiting for this gentleman over
5 here.

6 MS. SEBALJ: Oh, sorry.

7 MR. BURRELL: Carl Burrell with the IESO, and with me
8 today is Mr. Yuschi Wu. Mr. Woo is the author of the
9 system impact assessment report that is filed as evidence
10 in this matter. Thank you.

11 MS. SEBALJ: Is there anyone else who would like to
12 register an appearance today?

13 All right. With that, I will turn it over to you,
14 Kristyn.

15 MS. ANNIS: Sure. I am just going to start with
16 introducing the panel. At the very end, we have Trevor
17 Francis and he is with Peak Power, who is the engineering
18 firm that is contracted to the applicant to help with some
19 of the engineering designs. He is a senior electrical
20 engineer by title.

21 Next to him is Phil Givens. He is a transmission line
22 subject matter expert employed with NextEra, an affiliate
23 of the applicant.

24 And next to him is Jim Arkerson, and he is manager of
25 renewables project engineering with NextEra.

26 And right in front of me is Ben Greenhouse, director
27 of development with NextEra Energy Canada and the project
28 developer for this particular project.

1 SUMMERHAVEN WIND LP - PANEL 1

2 Trevor Francis

3 Phil Givens

4 Jim Arkerson

5 Ben Greenhouse

6 PRESENTATION BY MS. ANNIS:

7 MS. ANNIS: So just as a way of opening, a point of
8 clarification to bring to the Board and participants at the
9 technical conference.

10 The applicant has landed on the route that they're
11 going to choose. If there was some question to that, we
12 wanted to make it clear that really this application is for
13 the route that goes along the privately-owned land.

14 And the applicant has -- is -- continues in
15 negotiations with the landowners along that route. I think
16 there is four at this point that haven't signed an
17 additional transmission easement, but that is really what
18 the -- that's what they're seeking approval for at this
19 point in time.

20 However, we recognize that there is -- the proximity
21 of the privately-owned route to the right of way is close
22 enough that we recognize that Haldimand County Hydro has
23 had some issues, so we've got the team here to address
24 those issues.

25 And we think that this would also be a good
26 opportunity to just -- to raise any issues and kind of
27 settle them, to the extent that they can be answered with
28 the technical team that we have here.

1 So without -- I don't think -- I think that's it from
2 my end. Kristi, I will let you -- take your first
3 questions.

4 MR. ENGELBERG: Kristi, if I could raise a preliminary
5 matter here?

6 MS. SEBALJ: Yes.

7 **PRELIMINARY MATTERS:**

8 MR. ENGELBERG: Hydro One Networks is here for the
9 purpose of assisting the Board, and that's why I have two
10 representatives from Hydro One with me who are
11 knowledgeable about the projects. But, as everyone knows,
12 transmission licences contain an obligation on transmitters
13 not to disclose confidential customer information.

14 Hydro One, as the transmitter, has information about
15 both of these projects. So although Hydro One is here for
16 the purpose of assisting the Board and providing
17 information, I just wanted to point out that if either of
18 the applicant or Capital Power has any objection to Hydro
19 One asking -- being asked questions and answering certain
20 questions, that counsel for the two parties should, I would
21 ask, object at a particular time, if there is a question
22 that they don't want the transmitter to answer.

23 MS. SEBALJ: And I think that is fair. I think we
24 obviously have to be respectful of your confidentiality
25 requirements.

26 So hopefully we can avoid that, but to the extent that
27 it comes up, we will just deal with it as it comes.

28 MR. ENGELBERG: Thank you.

1 **QUESTIONS BY MS. SEBALJ:**

2 MS. SEBALJ: Thanks.

3 All right. So perhaps I will just start and I will
4 have sort of more formal questions about this, but given
5 the, I will call it, new information with respect to the
6 routing, I just wanted to ask, as sort of a preliminary
7 question: How firm is the route that you have now
8 decided -- that Summerhaven has now decided to use, which
9 is entirely on privately-owned land?

10 MR. GREENHOUSE: So I can answer that. The route
11 right now follows the corridor we put in the application.
12 As we indicate in the application, at the time, we were
13 working to private it on private land. We are at a point,
14 at this point, where we believe it would be possible to put
15 it entirely on private land.

16 So I would say it is firm.

17 MS. SEBALJ: And is it contingent -- well, I guess if
18 you could explain to me what the contingencies are. I
19 assume one of them is not getting a signed easement from
20 the four remaining landowners.

21 MR. GREENHOUSE: Correct.

22 MS. SEBALJ: And can you give me any information with
23 respect to how those negotiations are going? What is the
24 likelihood of signing those?

25 MR. GREENHOUSE: At this point, we are relatively
26 confident that we will sign those. And it is not
27 guaranteed until they're signed, but...

28 MS. SEBALJ: And if you are unable to sign one or more

1 of those, how does that impact the route for the project?

2 MS. ANNIS: Kristi, I think I will just step in,
3 because it is more of the legal process.

4 I mean, we are applying -- there may be a chance that
5 we would have to come back to the Board for an
6 expropriation order under the leave-to-construct, assuming
7 it is approved.

8 So I think that is one of the options that is
9 available to us. Obviously we're taking all steps to not
10 have to go that route, and so I think -- and I think that
11 is how the context of the -- using the municipal right of
12 way came up, if the Board found it to be better to use a
13 municipal right of way than to expropriate landowners.

14 So I think that is how that discussion of the
15 municipal right of way came into existence, and I think
16 those are the options that the applicant and, I think, the
17 Board are left with.

18 MS. SEBALJ: All right. So if I understand it, choice
19 number one is entirely on privately-owned land and signing
20 up these four agreements.

21 And number two is coming to the Board for an
22 expropriation order for one or more of those parcels of
23 land for which you cannot get agreements; is that correct?

24 MS. ANNIS: Well I think -- I'm not sure there is a
25 preference. Like, I think it might be a bit of a
26 negotiation at that point in time. In terms of what the
27 Board would prefer to see have happen, there might be a
28 policy reason for actually putting it, then, at that point

1 and the municipal right of way.

2 But the application that we are here for is along the
3 privately-owned land, and as a consequence of that, we
4 would have the right to come to the Board for an
5 expropriation order. But again, we don't anticipate
6 that -- well they can speak to it, but that is not really
7 what the expectation is.

8 MS. SEBALJ: Fair enough. Thank you.

9 So is it still a total of 14 properties that are
10 involved?

11 MR. GREENHOUSE: The properties haven't changed since
12 the original application.

13 MS. SEBALJ: And so 10 of them are signed?

14 MR. GREENHOUSE: It may be four easements. There may
15 be one overhang easement.

16 MS. SEBALJ: Right. I think I saw that.

17 MR. GREENHOUSE: It's four easements remaining.

18 MS. SEBALJ: Are you able to provide a map which
19 specifies the lots concerned, by transmission works, and
20 show where the land rights have been acquired versus where
21 they have not?

22 MR. GREENHOUSE: Yes, yes.

23 MS. SEBALJ: Okay. And will you do that by way of
24 undertaking? Okay. So if we can call that TCK1.1.

25 **UNDERTAKING NO. TCK1.1: TO PROVIDE MAP OF THE LOTS**
26 **CONCERNED, SHOWING WHERE LAND RIGHTS HAVE BEEN**
27 **ACQUIRED VERSUS WHERE THEY HAVE NOT, AND TYPE OF**
28 **AGREEMENT, SHOWING WHERE MUNICIPAL RIGHT OF WAY RUNS.**

1 MS. ANNIS: Just to be clear, Kristi, that is a map of
2 the locations where they don't have the easements?

3 MS. SEBALJ: No. I think we would like the entire --
4 all of the lots that are involved. Essentially a map of
5 the route with the lots and which lots have signed
6 agreements and which lots don't and maybe the type of
7 agreement, as well. So if you can show which ones are
8 land, versus overhanging.

9 MS. ANNIS: Okay.

10 MS. SEBALJ: Sure. Leila has just asked if is it
11 possible on the map to also provide context by showing
12 where the municipal right of way runs, with reference to
13 the preferred route.

14 MR. GREENHOUSE: Where the right of way runs.

15 MS. SEBALJ: So some of my questions were prepared in
16 anticipation of the possibility of co-locating on the
17 municipal right of way, so the potential for co-location of
18 transmission and distribution lines.

19 I am happy not to ask those questions, if -- in the
20 event that the municipal right of way is needed -- that you
21 will be returning for an approval of that.

22 I think I would prefer to just go ahead and ask the
23 questions so that if you do co-locate, we've had them
24 addressed in evidence.

25 MS. ANNIS: Yes. And Kristi, I would agree with that,
26 especially because there are some -- I mean, the distances
27 are fairly close.

28 MS. SEBALJ: Yes.

1 MS. ANNIS: So I think a lot of the issues that are
2 being raised in terms of co-location -- and I just think
3 that is a good forum to get those addressed now.

4 MS. SEBALJ: Great, thanks.

5 So as outlined in its interrogatories, Haldimand
6 County Hydro has raised a number of concerns.

7 And I would just like to get sort of a general answer
8 to start with from the representatives of Summerhaven, with
9 respect to what your understanding of those concerns are
10 and whether and to what extent these are real concerns for
11 Summerhaven, as well.

12 MR. GREENHOUSE: Just to clarify, you are asking for
13 us to essentially summarize the concerns?

14 MS. SEBALJ: No, I am not asking you to summarize
15 them. I am asking to get your response to them,
16 essentially.

17 MR. GREENHOUSE: Our general response?

18 MS. SEBALJ: Yes.

19 [Witness panel confers]

20 MS. ANNIS: Kristi, can we actually get that
21 clarified? I mean, the IRs were -- there were a lot of IRs
22 on the part of Haldimand County Hydro. If you have some
23 ideas as to the grouping of the general concerns, that may
24 be helpful.

25 MS. SEBALJ: Okay. I guess Haldimand County Hydro IR
26 No. 2 -- I have a feeling that these will be more than
27 fully addressed by Haldimand County Hydro.

28 The Board was just interested, the Board Staff was

1 interested on behalf of the Board of getting an idea of,
2 generally, the discussions you are having with Haldimand
3 County Hydro, which of these concerns are, from
4 Summerhaven's perspective, real concerns.

5 MR. GREENHOUSE: That does help. And as you said, I
6 am sure we will get into the specifics.

7 I think broadly speaking, we can say that NextEra
8 Energy and our affiliates have a similar experience in
9 transmission and distribution lines. We have over 100,000
10 kilometres of distribution lines, over 10,000 miles of
11 transmission lines.

12 We understand and recognize the concerns being raised,
13 believe there are some valid questions. Generally
14 speaking, we believe that those concerns can be easily
15 addressed with proper engineering, design and execution.

16 MS. SEBALJ: Okay. Thank you.

17 So if I refer you to Interrogatory No. 2 from
18 Haldimand County Hydro, and the sub-question (d) for
19 instance, so the preamble to that was:

20 "HCHI is requesting information regarding the
21 relationship between the proposed easement and
22 the municipal right of way in order to better
23 understand Summerhaven Wind LP's proposal."

24 And then sub (d) was:

25 "Does the swing arc extend over the paved surface
26 of the road?"

27 And essentially Summerhaven's answer was: We don't
28 know.

1 So can you just -- is there a better answer to that
2 question at this point?

3 MR. GREENHOUSE: I think if I could clarify our
4 answer, our answer to that interrogatory was that we have
5 been designing to a private land solution.

6 So our understanding of the question was that it
7 related to co-location, and positioning in right of way.
8 So our answer was, because we have been focussing on the
9 private land solution, we have not done detailed design in
10 the right of way, and therefore don't know the swing arc.

11 MS. SEBALJ: Okay. I guess that goes to my original
12 point, though, which is if it ends up in the municipal
13 right of way, we're probably going to end up back here,
14 because on the one hand we're trying to be efficient, but
15 on the other hand we will need to ask these questions. And
16 I think Haldimand County Hydro will need to have an
17 opportunity to have them answered, as well.

18 MR. GREENHOUSE: Since then, we do have some
19 information on the swing arc for our proposed lines, which
20 we could share.

21 Now, it is on the private lines, but it would give an
22 idea of the swing arc of the line as we have designed it
23 now, which, Jim, you can talk about how applicable it is,
24 too, if we went into the right of way.

25 [Witness panel confers]

26 MR. FRANCIS: Right now, under the worst-case
27 scenario, the extreme wind, which is at 90 miles an hour,
28 and I don't have the kilometres an hour in front of me,

1 but -- which is above and beyond what the code requires for
2 blowout, where we are located in the private land, the
3 midspan blow-out of the conductor will be essentially
4 directly over top of the existing Haldimand County Hydro
5 line, with adequate vertical clearance.

6 That is under our worst case wind load conditions. So
7 that puts it well away from the edge of the road. And we
8 would have to look at, if we pushed that in, how that would
9 affect -- if it would blow out over the road or not.

10 MR. GREENHOUSE: And, Trevor, to clarify, that
11 distance in our current design is approximately 15 feet
12 displacement from the centre line?

13 MR. FRANCIS: Yes, approximately 15 feet.

14 MS. SEBALJ: And so is this the detailed engineering
15 that is in progress and has not been completed that is
16 referred to? And so is that detailed engineering now
17 complete? Is that -- or is it still in progress?

18 MR. ARKERSON: Detailed engineering wouldn't be
19 completed until we have all the landowners signed up. That
20 would be the completion of detailed engineering.

21 MS. SEBALJ: Okay. So at what point would you be able
22 to provide definitive answers to HCHI's IR No. 2(d), (e),
23 (g) and (h), which all -- sorry, all reference the detailed
24 engineerings and progress and has not been completed, and
25 they were all fairly detailed technical questions with
26 respect to essentially proximity to the road, to the right
27 of way and potential impacts on the right of way?

28 MR. GREENHOUSE: Perhaps I could ask a clarification.

1 My understanding of those questions was that they largely
2 related to the co-location.

3 So I think the immediate answer is that the
4 engineering we are on working on right now, because it does
5 not relate to co-location, would not answer those
6 questions, but, at the same time, because we're not -- by
7 the very fact we're looking at the private land option,
8 they may no longer be relevant.

9 I am not saying they're not. I haven't looked at them
10 in detail, but they may no longer be applicable.

11 MS. SEBALJ: Again, I will let HCHI ask -- I have no
12 doubt they are more detailed questions, but does the fact
13 that you are pursuing the private land option mean that
14 consultations with HCHI are no longer needed?

15 MR. GREENHOUSE: No. We've been -- we are still in
16 consultation with HCHI on other issues related to the
17 project and by no means would we shut off this discussion.

18 MS. SEBALJ: What are those issues?

19 MR. GREENHOUSE: Primarily use of right of ways for
20 collector -- for low-voltage collector lines, and where our
21 existing utilities -- where their existing utilities and
22 our proposed utilities may intersect, how to accommodate
23 that.

24 MS. SEBALJ: So pardon the lack of technical expertise
25 of the lawyer in the room. It may very well be that Nabih
26 and Leila know the answer to this, but does the fact that
27 you are not planning to locate in the right of way -- to
28 co-locate in right of way mean that there are no issues

1 related to proximity to the right of way, or -- do the
2 issues just fall off the table, or is the fact that you are
3 still close to the right of way mean that there continue to
4 be technical issues?

5 MR. GREENHOUSE: I think generally the response to
6 that would be the same as the earlier response. While
7 there may be -- I can't say definitively there would be no
8 issues. We certainly don't believe there are any issues
9 that can't be addressed quite easily with appropriate
10 design and following applicable standards and execution.

11 We would have to have the final design, I believe, to
12 ensure there is none.

13 MS. SEBALJ: Okay, thanks. So in response to HCHI IR
14 No. 3(h), which was a question with respect to the location
15 in Canada of 230 kV transmission lines parallel to and
16 within a municipal road right of way which is 66 feet wide,
17 or smaller, Summerhaven indicated that there are at least
18 three facilities in Ontario where transmission
19 infrastructure is in the right of way, including shared use
20 of poles.

21 You also cite Florida Light and Power's experience.
22 Can you provide details of the projects referred to in your
23 response, the three in Ontario and the others led by
24 Florida Light and Power.

25 MR. GREENHOUSE: So we certainly can provide some
26 detail on the Florida Power & Light experience.

27 MS. SEBALJ: Sorry, Power & Light.

28 MR. GREENHOUSE: That's all right. With respect to

1 the utilities in Ontario, this information came from an
2 engineer we have worked with in the past. I don't have the
3 specific details.

4 I mean, I know that in one area in the north of
5 Hamilton, they are running high voltage 115 in the road
6 right of way. It is not in that case co-located. I don't
7 know the width of the right of way. We don't have that
8 information right now.

9 So just to -- I believe our answer said we're aware
10 there may be three facilities. I don't think we were
11 definitive and there may be joint use. That was the
12 information we had at the time.

13 MS. SEBALJ: And I would normally be tempted to ask
14 you for that specific information, but given, again, that
15 you are planning to route entirely on private land, I don't
16 know that it is appropriate to do that at this point.

17 Again, if the route changes, we would have to have
18 those discussions at that point.

19 MR. GREENHOUSE: Sure. We could give a bit of
20 information on our experience with our affiliate utility.

21 MS. SEBALJ: That would be helpful.

22 MR. GREENHOUSE: I will pass it over to Phil.

23 MR. GIVENS: Florida Power & Light, they routinely use
24 road right of way for transmission lines, which are usually
25 occupied by FPL distribution facilities. So we overbuild
26 distribution facilities as a common practice, 138 kV and
27 230 kV.

28 MS. SEBALJ: Are they owned by the same company,

1 the --

2 MR. GIVENS: Yes.

3 MR. GREENHOUSE: I was going to say we have had --
4 sorry, go ahead, Jim.

5 MR. ARKERSON: We also have a wind farm in Iowa. It
6 is our Crystal Lake wind farm. That has 161 kV
7 transmission with underbuild, and the underbuild is owned
8 and operated by a separate entity other than NextEra.

9 MS. SEBALJ: When you say underbuild, that essentially
10 means that it is co-located on the same poles?

11 MR. ARKERSON: Co-located on the same poles, and the
12 distribution voltage is below the transmission voltage.

13 MS. SEBALJ: Got it.

14 And do you know the characteristics of the rights of
15 way you are talking about, the width of the right of way,
16 off the top of your head?

17 In other words, what are we talking about here? I
18 think in this case it is a 66-foot right of way. Would it
19 be the same or different characteristics of the rights of
20 way that you are talking about in the Crystal Lake example
21 and in the examples you spoke of?

22 MR. GIVENS: I don't know specifically. The widths in
23 Florida, typically roads' right of way would be in the
24 neighbourhood of 100-feet wide.

25 But the width beyond 66 feet is really not an issue.
26 The transmission line or the co-located facilities would be
27 at the edge, one edge of the right of way, and typically
28 the conductors would overhang the road right of way.

1 If we needed to get an easement to meet blow-out
2 clearances, to comply with the National Electrical Safety
3 code, we would obtain an easement on private property,
4 either an aerial easement or a normal easement.

5 MS. SEBALJ: Okay.

6 MR. GIVENS: And the width would depend on the
7 conditions, the span length, and load requirements, et
8 cetera.

9 [Witness panel confers]

10 MR. GREENHOUSE: The point we were just discussing
11 there is I think what Phil was saying was that the setback
12 from the road would not be necessarily driven by the width
13 of the road right of way, although obviously you try to
14 push it to the extreme of the right of way.

15 It would be dictated by certain codes and
16 requirements, and if the road right of way was not
17 sufficient, we would seek overhang easements on adjacent
18 landowners to allow us meet those code requirements.

19 So if 66 wasn't enough to meet code, we would still
20 meet code.

21 MS. SEBALJ: Again, I am a little betwixt and between,
22 because I realize that you are now pursuing a private land
23 option. But in the interests of efficiency, I am wondering
24 if it is possible for you to provide an undertaking where
25 you essentially help the Board by educating them where
26 there are examples of co-location in rights of way, and I
27 think these are good examples.

28 If you could provide the technical -- you know, the

1 widths of the right of way, an explanation of what you just
2 provided, what you have essentially said is regardless of
3 the width that you would obtain easements to meet code, but
4 also essentially a description of what you just provided.

5 So in the Crystal Lake example and the example you
6 spoke of -- sorry, I have forgotten your name.

7 MR. GIVENS: Phil Givens.

8 MS. SEBALJ: I have it written down somewhere. Bill.

9 MS. ANNIS: Phil.

10 MS. SEBALJ: Phil.

11 MR. GIVENS: Phil.

12 MS. SEBALJ: Sorry. Perhaps if you could give those
13 two examples, the voltage levels, both transmission and
14 distribution, the widths of the right of way, and any other
15 sort of technical information that would help us, including
16 the length that the co-location spans, height of poles.

17 I don't know why I don't just let Nabih speak, because
18 I am just parroting what he is asking me to say.

19 [Laughter]

20 MS. SEBALJ: Sorry, I shouldn't say let Nabih speak;
21 Nabih can speak.

22 Anything else we should ask for in this undertaking?

23 MR. GREENHOUSE: Just to clarify, so details on
24 Crystal Lake and details on the instance of the Florida
25 Power & Light underbuild that he was -- that Phil was
26 referring to?

27 MS. SEBALJ: Yes. Those two, if that is possible.

28 MR. GREENHOUSE: Yes.

1 MS. SEBALJ: Again, it is sort of contingent on the
2 private land not working, but I would rather do it now than
3 later.

4 MR. GREENHOUSE: Yes. We are happy to have that
5 discussion.

6 MS. SEBALJ: That will be Undertaking KTC1.2.

7 **UNDERTAKING NO. TCK1.2: TO PROVIDE EXAMPLES OF CO-**
8 **LOCATION IN RIGHTS OF WAY**

9 MS. SEBALJ: So I am going to move away now from the
10 co-location discussion, and talk a little bit about the
11 alternative arrangements, so the switchyard discussion.

12 And just so that I can set the stage for this, in your
13 response to Board Staff IR No. 5 -- I am going to refer to
14 IR No. 5, sub Roman numeral (i), (ii) and (iii).

15 In the first, you indicated that Summerhaven was
16 informed by Hydro One that the potential of a common
17 connection, i.e., a common switchyard station to
18 accommodate connection of the Summerhaven project and the
19 Port Dover and Nanticoke Wind Farm was no longer an option.

20 And then in the response to IR 5, sub (ii), you
21 indicated that the IESO was involved in the discussion
22 regarding the common station, with all parties, including
23 Hydro One, the applicant and Capital Power, including a
24 meeting on September 27th, 2010.

25 And in IR 5, (iii), Summerhaven indicated that the
26 option to purchase the land considered for the switchyard
27 has been executed by the landowner, and that Summerhaven
28 has filed a consent application with the county regarding

1 severance of the parcel.

2 So the first question is: What are the reasons for
3 the determination that a common station is not an option?

4 MR. GREENHOUSE: I will refer back to our answer in
5 the interrogatories, which -- we were in discussions, and
6 NextEra was informed by Hydro One that the meeting to be
7 held on the topic was no longer needed.

8 MS. SEBALJ: Sorry, I am just pulling that up.

9 And so Summerhaven just sort of took that at face
10 value and had no response to the potential efficiencies
11 created by having a common station?

12 MR. GREENHOUSE: Yes, we accepted that at face value.

13 We had been in discussions with all parties since
14 earlier in the fall, and so we had -- certainly were
15 interested and had looked into it previously.

16 MS. SEBALJ: I guess I am just -- I am struggling with
17 the fact that we have an SIA, which clearly indicates that
18 the preferred build is a common switching station, not only
19 from a reliability of delivery of power to the system, but
20 also from a cost perspective.

21 And did Summerhaven push back at all on this? I guess
22 that is my first question.

23 My second question is: This is a done deal? This is
24 the way we're getting -- it is going to be two and not one?

25 [Mr. Greenhouse confers with Ms. Annis]

26 MS. ANNIS: I think, Kristi, just in terms of what
27 they're seeking, I mean, the application is for the
28 switchyard that you see in the application. If it were to

1 change, it would probably change the application.

2 So we are looking at the single switchyard right now,
3 and the applicant has proceeded with the design because
4 they didn't really have another choice. I mean, you have
5 to kind of proceed with these things at some point.

6 So I think from a perspective of a design, that is
7 where they're at, and we're in front of the Board seeking
8 an application for the facts that you have in front of you.

9 MS. SEBALJ: I guess the thing I was struggling with
10 is that is true. However, we also have a very strong piece
11 of evidence from the IESO, suggesting that that is not the
12 preferred alternative.

13 Can anyone else in the room provide any guidance?

14 MR. GREENHOUSE: If I could just add one last thing to
15 what Kristyn said. You asked earlier if Summerhaven pushed
16 back. I think you have to recognize that at the time we
17 received that from Hydro One, both Hydro One and the
18 applicant were under schedule pressures. I mean, we
19 couldn't keep that discussion ongoing.

20 Our original and still our COD date required under our
21 contract is January of 2012. So we were -- we couldn't
22 keep the discussion going forever. So that is part of the
23 pressures.

24 MS. SEBALJ: Nabih is just asking me to clarify the
25 previous question, which is: Are there any implications on
26 the option that has been signed if it ends up as one
27 station, or is there absolutely no possibility of that
28 happening at this point?

1 MR. GREENHOUSE: So just to make sure I understand
2 your question, you are asking whether -- essentially, is
3 there room on the option, or is there anything in the
4 option we have that would restrict it being a common
5 switchyard? Is that the question?

6 MS. SEBALJ: Right.

7 MR. GREENHOUSE: So I can speak from the -- not that I
8 am a lawyer, but I can speak from the sort of legal side of
9 it.

10 To my understanding, there is nothing in the agreement
11 that would prohibit it being used for a common switchyard.
12 I do not know whether there is sufficient size, because we
13 haven't really looked at the engineering.

14 MS. SEBALJ: So now on to issues of cost
15 responsibility. In response to Board Staff IR No. 4,
16 Summerhaven referred to Hydro One's reply to Board Staff
17 Interrogatory 116(c) in Hydro One's 2011-2012 transmission
18 rates proceeding, which was EB-2010-0002, which addressed
19 the questions of cost responsibility and the applicability
20 of Compliance Bulletin No. 200606, with respect to inline
21 circuit breaker switchyards.

22 And we have copies of the compliance bulletin and a
23 couple of other handouts that I am going to refer to in a
24 moment. I would only be marking them for convenience,
25 because they are already exhibits in other proceedings, but
26 I can mark them, if you would like.

27 MS. NEWLAND: Kristi, which number IR is it?

28 MS. SEBALJ: It is an IR in Hydro One's rate case, and

1 it is one of the handouts that I am going to provide you so
2 you can have reference to it. We didn't get to 116 in this
3 case.

4 [Laughter]

5 MS. SEBALJ: So what Nabih is handing out, the first
6 one I will refer to is the compliance bulletin that I just
7 mentioned, 200606, which is dated September 11, 2006, and I
8 can mark it just for convenience. It is -- it will be
9 TCJ1.1.

10 **EXHIBIT NO. TCJ1.1: COMPLIANCE BULLETIN 200606 DATED**
11 **SEPTEMBER 11, 2006.**

12 MS. SEBALJ: The second is an exhibit in a Hydro One
13 case. In the underlined title at the top is "Ontario
14 Energy Board, Board Staff Interrogatory No. 116, List 1",
15 and I will mark that as TCJ1.2.

16 **EXHIBIT NO. TCJ1.2: DOCUMENT ENTITLED "ONTARIO ENERGY**
17 **BOARD, BOARD STAFF INTERROGATORY NO. 116, LIST 1",**
18 **EXHIBIT FROM HYDRO ONE EB-2010-0002.**

19 MS. SEBALJ: And the third is a Hydro One Networks
20 investment summary document, which was also filed in Hydro
21 One's case, and that is TCJ1.3.

22 **EXHIBIT NO. TCJ1.3: HYDRO ONE NETWORKS INVESTMENT**
23 **SUMMARY DOCUMENT FILED IN HYDRO ONE EB-2010-0002.**

24 MS. SEBALJ: And so in TCJ1.3 which we have just
25 marked, there are six inline circuit breakers listed which
26 are spread over three years, two of the six coming into
27 service in 2012, which are D37 and D38.

28 And the evidence in the project summary is very high

1 level, where it indicates that the investments will be
2 pooled -- pool funded based on the interpretation of
3 Compliance Bulletin 200606, which is TCJ1.1.

4 And then in the Board Staff IR 116(c) in that same
5 case, Hydro One states, in part.

6 "The concept of minimum connection
7 requirements..."

8 -- which is reference to the compliance bulletin --

9 "...does not apply here since the additional
10 inline breakers identified in the connection
11 assessment are driven by system reliability
12 needs. Therefore, no capital contribution is
13 applicable in this case."

14 So the question is: Is Summerhaven able to obtain
15 from Hydro One detailed evidence and an explanation to
16 clarify how the system reliability needs in this project
17 differ from the system reliability needs in numerous other
18 cases, when much bigger generators connected to Hydro One's
19 transmission system and the application of the compliance
20 bulletin resulted in having network costs shared between
21 the applicant and Hydro One?

22 And I suppose, in answering that question, I am not
23 sure Summerhaven or whether Hydro One is going to help us
24 out, but I think Hydro One at least is aware of a couple of
25 different compliance cases where this was an issue.

26 MR. SABISTON: I will make an attempt at answering
27 this question. The technical assessments conducted for the
28 Summerhaven Wind Farm identified that because of the

1 location in the system and the size of the generator, and
2 also the proximity to -- near the end of the line as
3 opposed to in the midpoint of the line, that the existing
4 line protections would not adequately protect the line
5 should we -- should the Summerhaven project be connected in
6 the traditional what I will call T-Tap manner, which is
7 commonly used to connect renewable projects through the
8 province.

9 The issue was, with the infeed from the generator
10 insul line so close to the end of the line, it is basically
11 six kilometres from the end of the line and the line is
12 about 50 kilometres long -- and that 50 kilometres is
13 subject to check -- because they're so close relative to
14 the end of the line, it causes something called current
15 reversal under some circumstances, which causes the line
16 protection on that circuit to lose its dependability.

17 And, hence, it was concluded that they do have -- and
18 it is very important that line protection work correctly
19 under all conditions. And so it was determined that this
20 project, if connected in the traditional T-Tap manner,
21 would have an adverse impact on system reliability.

22 And so this evidence was given to the IESO through a
23 report that the Hydro One protection experts authored,
24 called a protection impact assessment. The IESO reviewed
25 the report and concluded that the Summerhaven project
26 would, in fact, cause an adverse impact to reliability if
27 connected in this manner, and concluded that a
28 sectionalizing breaker station would be required to connect

1 the Summerhaven project.

2 And so that is the basic technical basis.

3 Now, there was another instance where a similar size
4 wind farm was connecting near Chatham -- somewhere in the
5 order of 100 megawatts -- and again, the same phenomenon
6 was noted, and this other wind farm was also required to
7 connect via sectionalizing station.

8 Now, there are other similarly-sized wind farms
9 connected to more or less the midpoint of the line, and
10 because they're in the midpoint of the line, this technical
11 phenomenon does not occur.

12 And so basically what I am trying to say is that every
13 case has to be looked at independently, to assess whether
14 or not it does, in fact, cause an impact to reliability.

15 And in the case of Summerhaven, that, indeed, was the
16 case.

17 MR. MIKHAIL: I understood what you indicated there,
18 John. For the inline breakers outlined in the J1.3, where
19 you have about six such installations, in every one of them
20 you will have the same situation, where they are at the end
21 of the end of the line and you have that protection
22 limitation?

23 MR. SABISTON: That is essentially correct.

24 MR. MIKHAIL: Okay. Thank you.

25 MS. SEBALJ: Thank you. Thanks for your help.

26 Almost done, from Board Staff's perspective.

27 In response to Board Staff -- and I am moving away
28 from this issue -- in response to Board Staff IR No. 10,

1 sub (v), which touched on the concerns of Glenfred
2 Gaswells, Summerhaven indicated it would require crossing
3 agreements with various gas pipeline operators.

4 Can you provide an update on crossing arrangements
5 with gas pipeline operators, and an update with Glenfred
6 Gaswells, as well?

7 MR. GREENHOUSE: I can answer that we have progressed.

8 I don't have details. Our engineering firm, PEAK, is
9 leading that charge.

10 I can do an undertaking, though, to get an update to
11 the Board.

12 MS. SEBALJ: I assume that the representative of PEAK
13 that is here is not --

14 MR. GREENHOUSE: Wrong representative, yes.

15 MS. SEBALJ: -- the person that can answer that. Got
16 you.

17 Sure. I think we are at KJ1.3 in terms of
18 undertakings, so just for clarity, that is to provide an
19 update on crossing agreements with gas pipeline operators.

20 **UNDERTAKING NO. TCK1.3: TO PROVIDE AN UPDATE ON**
21 **CROSSING AGREEMENTS WITH GAS PIPELINE OPERATORS.**

22 MS. SEBALJ: Do you have -- sorry. With reference to
23 Board Staff IR No. 10, sub (v), do you have an update with
24 respect to any discussions with Glenfred Gaswells in
25 particular, or is that also not something you have here?

26 MR. GREENHOUSE: So from a commercial point of view,
27 the only discussions we're having with Glenfred Gaswells
28 relate to the pipeline crossing. So that's related to my

1 previous answer.

2 However, we are in discussions with the owner of
3 Glenfred Gaswells. He is one of the landowners identified,
4 but I keep that separate. But I mean, he is aware of the
5 project that way.

6 MS. SEBALJ: All right. So I assume that as part of
7 the undertaking you just provided, it will also include any
8 update with respect to that pipeline crossing?

9 MR. GREENHOUSE: Yes. We may be able to provide an
10 update, depending how long this goes. During a break, we
11 could give a call.

12 MS. SEBALJ: Sure. That would be great.

13 Board Staff IR Response No. 8 (i) indicates that the
14 REA expected approval date has been pushed back to Q11 --
15 sorry 2011 Q4. If only we had a Q11, all projects would
16 get done.

17 What is the reason for the delay?

18 MR. GREENHOUSE: The reason for the delay right now is
19 working out with the Minister of Natural Resources some
20 questions they have raised, to get their sign-off, which is
21 required before REA submittal.

22 MS. SEBALJ: And can you give us any insight into the
23 types of questions they have raised?

24 MR. GREENHOUSE: At a very high level, it is related
25 to infrastructure in proximity to natural heritage features
26 such as woodlands and wetlands and valley lands.

27 I anticipate we will have submitted our final response
28 to them, actually, today, if we haven't already.

1 MS. SEBALJ: So if you do that, let's say, within the
2 week, what is your expectation with respect to a response
3 from them or a potential sign-off from them?

4 MR. GREENHOUSE: The MNR hasn't committed to a
5 response time. We have typically seen turnarounds anywhere
6 from a week to three weeks. So that would be our
7 anticipation.

8 MS. SEBALJ: Okay. And my understanding is that sign-
9 off is required to get MOE to sign off.

10 Do you anticipate any issues -- assuming you do get
11 sign-off from MNR, has the MOE indicated any issues?

12 MR. GREENHOUSE: We submitted, as we detailed in the
13 application, we submitted our -- so I will say no, but when
14 we submitted our REA, in our view it was complete, with the
15 exception of the MNR sign-off, which we believed was
16 pending at the time.

17 The MOE, when they returned it to us, did identify
18 other issues, which we believe are minor in nature and have
19 been addressed. So we don't anticipate any other concerns.

20 MS. SEBALJ: Okay. Thank you. Those are all Board
21 Staff's questions.

22 I think Haldimand County Hydro is the only other party
23 with questions formally, although I see Helen's hand.

24 MS. NEWLAND: I just have a very short question of a
25 factual nature that I would just like to address to the
26 witnesses.

27 MS. SEBALJ: Sure.

28 MS. NEWLAND: Mr. Greenhouse, can you tell me how much

1 land you have under option for the purposes of constructing
2 your switchyard?

3 MR. GREENHOUSE: Yes. I think I can, but I don't want
4 to say unless I am certain.

5 I can get it during a break.

6 MS. NEWLAND: All right. And can you tell me when you
7 optioned that land, when was the option executed?

8 MR. GREENHOUSE: Yes. So the landowner has been under
9 option for a wind farm easement, and with language in the
10 easement surrounding connection facilities since -- I will
11 double-check, but I believe '07 or '08. We did recently
12 sign what we believe is a specific document for the
13 severance and purchase.

14 MS. NEWLAND: And do you know when that was?

15 MR. GREENHOUSE: It was in the last few months. Yes.

16 MS. NEWLAND: Perhaps you could get the date, and just
17 give us an undertaking to get that date for us? Thank you

18 Kristi, those are all of my questions.

19 MS. ANNIS: I am not sure that is entirely relevant,
20 but can I get a takeaway on that, and then come back?

21 MS. SEBALJ: Why don't we leave it as you'll -- you
22 will get back to us after the break, and if for some reason
23 that can't be done then we can argue whether we are going
24 to give an undertaking or not.

25 MS. ANNIS: Thanks.

26 MS. SEBALJ: All right. Scott, I am assuming we can
27 go until at least 11:00 or quarter after before we take our
28 first break, unless there is a burning need to do

1 otherwise.

2 MR. STOLL: That's fine. That's fine with me.

3 I guess I will maybe start with a couple of -- some
4 more general stuff, given what I heard today.

5 One of the things we were just talking about a few
6 minutes ago was -- I believe you said the commercial
7 operation date or the milestone date for commercial
8 operation -- whatever the proper term is -- was January
9 2012 for the project?

10 Is that still the contracted date? Or did Summerhaven
11 take advantage -- well, I will back up.

12 This is a FIT project; correct?

13 MR. GREENHOUSE: Yes.

14 MR. STOLL: I understand that the FIT proponents were
15 offered a one-year extension to their milestone dates by
16 the OPA.

17 Was Summerhaven made such an offer?

18 MR. GREENHOUSE: No. It has not been made yet.

19 MR. STOLL: Okay.

20 MR. GREENHOUSE: But it is our understanding that it
21 will be made officially.

22 MR. STOLL: Okay. I am just trying to understand, if
23 we have to come back, what sort of time constraints we're
24 under.

25 MR. GREENHOUSE: Understood. We are of the view that
26 we will be offered, and currently we're assuming we will
27 take it, yes.

28 MR. STOLL: Okay. That's where I was going.

1 Do you have any sort of time frame on when you think
2 the OPA would be making such an offer or is it....

3 MR. GREENHOUSE: I think it is immediately. I mean, I
4 know we received one for another project recently.

5 MR. STOLL: All right.

6 MS. ANNIS: Scott, just to clarify, the OPA is
7 offering those on a case-by-case basis.

8 So it is not like it's been a blanket offer, so that
9 is probably why you have --

10 MR. STOLL: Okay. I have seen --

11 MS. ANNIS: Many projects have already had the offer,
12 but they are doing it on a case-by-case basis.

13 MR. STOLL: Yes, because I know certain of my
14 developers have received several, like in the nature of
15 dozens, so... All right.

16 I was just trying to understand where we were, as far
17 as timing. If we are still looking at a January 2012 in-
18 service date, there is probably some issues as far as
19 timing and the renewable energy approval.

20 MR. GREENHOUSE: Correct.

21 MR. STOLL: Okay. Is your understanding that once
22 the -- you receive MNR sign-off, that the MOE actually
23 starts their six-month window, or are you expecting an
24 expedited response from the MOE, given how long you have
25 been there?

26 MR. GREENHOUSE: So I would say we are not expecting
27 an expedited response from the MOE. However, they have
28 indicated numerous times that they see six months as an

1 outside window.

2 So we don't necessarily anticipate it will take the
3 full six months, but we are not expecting any expediting.

4 MR. STOLL: Okay, that is helpful. Thanks.

5 Given what you were talking about this morning -- and
6 it may help if I distribute -- I shared this with your
7 counsel earlier.

8 We have an exhibit that we would like to enter showing
9 the layout of the Haldimand County facilities in proximity
10 to the proposed transmission line and our understanding of
11 what was your proposed layout.

12 MR. MIKHAIL: We can give that Exhibit TCJ1.4.

13 **EXHIBIT NO. TCJ1.4: LAYOUT OF THE HALDIMAND COUNTY**
14 **FACILITIES IN PROXIMITY TO PROPOSED TRANSMISSION LINE.**

15 MR. STOLL: Do you want to give an exhibit number to
16 that, Nabih.

17 MR. MIKHAIL: I did, TCJ1.4.

18 MR. STOLL: I understand that you said the proposal
19 that you are pursuing right now actively isn't entirely on
20 the private lands.

21 So I guess there is two areas that we had understood
22 were potential for public right of way. Let's start with
23 the short one in the middle on the left side of the page,
24 which is what we had scaled to around 70 metres.

25 So is the intention that that would just now be just a
26 straight crossing, either on an angle or perpendicular to
27 the road right of way?

28 [Witness panel confers]

1 MR. GREENHOUSE: Yes.

2 MR. STOLL: Okay. Then you just meet the normal
3 clearances required by code to do that crossing from any of
4 the lines?

5 MR. GREENHOUSE: Correct, yes.

6 MR. STOLL: All right. Now, this is where we weren't
7 quite entirely clear.

8 If we look at the other portion of the line, which is
9 marked about two kilometres, is that length -- I think from
10 the answer it is fairly close to what you had indicated?

11 MR. GREENHOUSE: I believe in our interrogatory we
12 said approximately 2K, yes.

13 MR. STOLL: Okay. Is the line in that portion to be
14 located on the south or north side of the municipal right
15 of way?

16 MR. GREENHOUSE: The south.

17 MR. STOLL: On the south side?

18 MR. GREENHOUSE: Yes.

19 MR. STOLL: Okay. So you will be on the south side,
20 and then you will -- the Haldimand County line crosses the
21 road. So you would basically just be a little bit south of
22 that pole line, in that area, as well? Okay.

23 MR. GREENHOUSE: I am not quite sure I understand --

24 MR. STOLL: I am just trying to confirm that -- we
25 have shown your line basically on the north side.

26 MR. GREENHOUSE: I see. You say where it crosses the
27 road going east?

28 MR. STOLL: You are heading east, yes. I am a little

1 directionally challenged, but I would say that is east.

2 MR. GREENHOUSE: We would be just south of that line,
3 yes.

4 MR. STOLL: So our map isn't quite accurate now with
5 what you are proposing?

6 MR. GREENHOUSE: Correct.

7 MR. STOLL: Okay, but -- at the end of the line would
8 be --

9 MS. ANNIS: Scott, it never was accurate, even --
10 like, the private landowner option has never changed.

11 So the route here is inaccurate. The yellow line, and
12 the engineers can confirm this, but is south. It was never
13 proposed to go along the north.

14 MR. STOLL: Okay. I don't think we were trying to
15 indicate the side of the road at that point. We had
16 understood that the right of way was still an option there,
17 and that is basically right over the right of way.

18 MS. ANNIS: Okay.

19 MR. STOLL: Our line is in the right of way both on
20 the north side, and then crosses to the south. So we are
21 trying to figure out where you were in relation to our
22 line. Okay.

23 So what -- you are on the south side all the way
24 through that portion, and it just goes straight across?

25 MR. GREENHOUSE: That's our current plan, correct.

26 MR. STOLL: All right. Then, again, you cross over --
27 we don't have a name on that, but you will just cross over
28 our line, again, with the proper clearances, our north-

1 south line?

2 MR. GREENHOUSE: I believe that is Cheapside Road.

3 MR. STOLL: I will look to my friends. I am getting a
4 nod, so, yes.

5 MR. GREENHOUSE: We would do an appropriate clearance.

6 MR. STOLL: Yes, okay. All right. So that helps with
7 the...

8 Do you have any time frame on when you will be in a
9 position to either confirm the public -- or, sorry, the
10 private land is going to be the actual option chosen?

11 MS. ANNIS: Well, I think it is the option chosen and
12 that they would come to the Board, if they had to, to seek
13 an expropriation order.

14 MR. STOLL: Okay. But you don't have a specified time
15 period to conclude negotiations with the landowners?

16 MS. ANNIS: Well, as per normal LTC applications, you
17 aren't required to have all of the lands agreements in
18 place.

19 Part of the purpose of the LTC is so that -- in the
20 event you can't get those agreements in place. So I think
21 it would be towards the end of -- they would know whether
22 or not they had to come to the Board for an expropriation
23 order.

24 Again, I mean, that's where, if it is more convenient
25 for the Board and for the county to actually consider joint
26 use, maybe those negotiations can come up again.

27 MR. STOLL: Right. I am just trying to understand the
28 right sequence. And I understand, also, you don't need the

1 concluded agreements for the LTC, but the finalized design
2 you had indicated you needed concluded arrangements.

3 And so, traditionally, when we look at our scheduling,
4 we have our in-service date, and then we back up
5 construction, design, ordering material, landowner
6 agreements. So I was just trying to figure out what sort
7 of frame of reference we were looking at.

8 MR. GREENHOUSE: I hear what you are saying. So as we
9 mentioned earlier, because a lot of the final negotiations
10 with the landowners is around the specific route on their
11 property which will ultimately determine the final
12 engineering, that is mainly our last hurdle here for the
13 engineering.

14 MR. STOLL: Okay.

15 MR. GREENHOUSE: I think I can broadly say, you know,
16 our view right now is the earliest we would start
17 construction is the fall of this year. That would be the
18 absolute earliest.

19 MR. STOLL: Right.

20 MR. GREENHOUSE: So we would have to have land wrapped
21 up by then. We certainly think it would be wrapped up well
22 before then.

23 MR. STOLL: All right. You have indicated, like, some
24 general characteristics of the pole selection. And I
25 guess -- can you describe -- give us some more information
26 on the pole selection and the layout of the circuits on the
27 pole, so that we can understand or the engineers can do the
28 calculations on what effect, if any, there would be on the

1 Haldimand line?

2 I am still not clear exactly how far you guys are
3 planning to be away, assuming you get your option, from our
4 pole line.

5 [Witness panel confers]

6 MR. GREENHOUSE: Recognizing that the engineering
7 isn't finalized, we do have some sketches of what we
8 believe it will look like.

9 I mean, we want to show it with the caveat that, you
10 know, we are still not finished, but...

11 MR. STOLL: Yes. And I guess one of the
12 difficulties -- maybe you can answer this. If we do end up
13 in a co-location scenario --

14 MR. GREENHOUSE: Right.

15 MR. STOLL: -- will your pole selection and design
16 either necessarily or in all like -- likely change?

17 MR. GREENHOUSE: I will wait for this.

18 MR. STOLL: I appreciate...

19 [Witness panel confers]

20 MR. STOLL: Do you want to let them sort some things
21 out and take our break now and come back at 11, or....

22 MR. GREENHOUSE: I don't think this will take a long
23 time.

24 MR. STOLL: Oh, okay.

25 [Witness panel confers]

26 MR. GREENHOUSE: I think to answer your last question,
27 I think what we can say is that if we were going to do
28 joint use, in the event we did end up in that, we fully

1 anticipate it would be a discussion with Haldimand County
2 Hydro's engineers to meet their design requirements.

3 So I can't say whether or not -- and I'm not sure our
4 guys could say whether or not -- that would change the
5 current design as we have it, because it would rely on
6 input from Haldimand County.

7 MR. STOLL: Right. Okay.

8 MR. GREENHOUSE: That being said, on the first
9 question regarding the current design of our poles, do you
10 guys want to... Jim, do you want to...

11 I think Kristyn is going to share here a case we have
12 prepared.

13 [Ms. Annis hands out documents]

14 MR. FRANCIS: What Kristyn is handing out is kind of a
15 typical cross-section, looking along County Road 5, where
16 we are on private land outside of the road right of way but
17 near the HCHI distribution line.

18 And this is just a typical tangent, kind of showing
19 the configuration of our structure, three-phase in a delta
20 configuration, and what we're looking at is 15.6 degrees
21 Celsius, no wind, just kind of a typical every-day case.

22 What you see on there is a -- you see the Summerhaven
23 conductor midspan sag. That is the lowest point of the
24 conductor in the span. And these are with 500-foot spans.

25 And we have a circle drawn around it that shows the
26 CSA minimum clearance. The code vertical clearance is, I
27 believe, 1.7 metres, and the horizontal clearance is 1.88
28 metres. So we just drew kind of a clearance circle around

1 at 1.9 metres, showing the minimum clearance of a 230 kV
2 line to this distribution line.

3 And then we show a larger circle at 8.1 metres of our
4 actual clearance. So you can see here we're well above,
5 just to make sure there would be no issues with clearance
6 to the existing HCHI distribution line.

7 And on the bottom, you can kind of see the horizontal
8 distances between the approximate centre line, north and
9 south road edges, the centre line of the HCHI line, the
10 north and south road right of ways, and the centre line to
11 our transmission line.

12 And I think Phil can speak to the process of procuring
13 and selecting the structure types.

14 MR. GIVENS: After the -- do you have a question? No?

15 After the loads are specified by the engineering
16 consultant, then we would solicit bids from pole
17 manufacturers. And typically, we would use either wood or
18 steel poles, depending on what was required to meet the
19 load requirements.

20 And at that point, we would -- once we get the bids
21 back, we would purchase the poles.

22 MS. SEBALJ: I am just going to give this a number.
23 It is TCJ1.5.

24 **EXHIBIT NO. TCJ1.5: HANDOUT FROM MS. ANNIS.**

25 MR. STOLL: I am just trying to work through some of
26 the technical questions in my head before I get into asking
27 something maybe wrong.

28 I will maybe delay that to after the break, but I have

1 a couple of other things I can ask before, and it goes to
2 the needs of the transformer station.

3 My understanding is that you would need a three-phase
4 line to supply the transformer station?

5 [Witness panel confers]

6 MR. STOLL: And I guess I would also include for
7 construction power as well.

8 [Witness panel confers]

9 MR. ARKERSON: Our normal practice is single-phase
10 station service backup, so I don't know any details on this
11 project that would indicate that we would be looking for
12 three-phase distribution into our collector sub.

13 MR. STOLL: Okay.

14 MR. ARKERSON: Or our O&M facility.

15 MR. STOLL: Okay. The circuits in the area are all
16 just single phase. So if there is a three-phase
17 requirement, there will need to be an upgrade, and
18 basically what is shown on the map will represent what
19 would be needed.

20 And even, like, we will have to extend the system
21 anyways to get to your transformer station, which I think
22 you are aware. Okay.

23 I think we would prefer to take a break, Kristi.

24 MS. SEBALJ: All right. Let's take the morning break
25 and come back at quarter after 11:00. Is that suitable to
26 everyone?

27 I think people probably need 15 minutes. So quarter
28 after 11:00, let's -- we will start back up. Thanks.

1 --- Recess taken at 10:59 a.m.

2 --- On resuming at 11:18 a.m.

3 MS. SEBALJ: Go ahead. All right. Let's get started
4 again.

5 I will turn it over to you, Scott.

6 **QUESTIONS BY MR. STOLL:**

7 MR. STOLL: All right. Thanks, Kristi.

8 Can I just have you take a look at the map we
9 distributed before? And it is TCJ1.4.

10 And I just want to make sure I understand. And I
11 hadn't really appreciated some of the stuff until I was
12 educated on some of the technical issues here.

13 But we are showing a series of, I am going to say,
14 proposed wind turbine towers, with a little black shape
15 with a "G" in it.

16 Are those in the approximate locations of where you
17 are planning to install the towers?

18 MR. GREENHOUSE: I don't think I can comment on the
19 accuracy. I mean, I wouldn't say anything is glaringly,
20 obviously wrong, but...

21 MR. STOLL: Okay. I am just trying to -- I am not
22 worried about moving the towers a little bit here.

23 MR. GREENHOUSE: Right.

24 MR. STOLL: But I guess the intent would be to go from
25 the wind turbines here to take the collector line to the
26 Fifth Concession? And then build a new gathering line over
27 towards your transformer station; is that correct?

28 MR. GREENHOUSE: Yes. The wind turbines will

1 eventually run circuits to the transformer substation.

2 MR. STOLL: Right. And at what voltage would you
3 normally operate those lines?

4 MR. ARKERSON: 34.5 kV.

5 MR. STOLL: Right. And those lines would be co-
6 located with Haldimand County's facilities; correct?

7 MR. GREENHOUSE: As we've discussed with Haldimand
8 County Hydro, we are currently making an effort to bury
9 those so we wouldn't have to co-locate.

10 MR. STOLL: So the whole length, even along Fifth
11 Concession, would be buried?

12 MR. GREENHOUSE: We're trying, yes.

13 MR. STOLL: Okay. All right. If you are unable to
14 bury those lines, then you would -- your intention would be
15 to co-locate the gathering lines along Fifth Concession?

16 MS. ANNIS: Scott, are we talking about the collector
17 line here?

18 MR. STOLL: Yes. Because it goes to the pole height
19 for the Haldimand County facilities. You've shown a 35-
20 foot pole. We can't put a 34 kV line on that type of pole,
21 and we would also be upgrading our system to 27.6 and be
22 planning for that, and would want your design to
23 incorporate that.

24 So our request would be that your pole design
25 incorporate up to a 60-foot pole from our facilities,
26 rather than the 35 that is shown.

27 I am just trying to understand what layout and
28 requirements would be for the distribution system, from

1 your perspective, for our pole line, as well as what our
2 future needs will be.

3 MR. GREENHOUSE: I think those -- that level of detail
4 is probably best for commercial discussions between the
5 parties, when we -- if that is required. We've been having
6 ongoing discussions sort of generally on those terms.

7 MR. STOLL: I guess the question goes to the proposal
8 that is before the Board and the design and whether it will
9 accommodate the future needs of Haldimand County Hydro, so
10 that the Board and Haldimand County Hydro can understand
11 the implications on its distribution system.

12 So even if you bury your line, my client's position
13 would be that the pole selection isn't sufficient, because
14 the plan would be to upgrade that -- for that 4.8 kV system
15 in the future.

16 MS. ANNIS: I am not sure that the collector lines are
17 at issue in this proceeding. I think we're really looking
18 at the design of the transmission line.

19 MR. STOLL: But the collector line impacts the design
20 and the spacing to the transmission line, because you've
21 shown your circle to the distribution voltage line to meet
22 your code requirements to maintain your separation.

23 If the pole that you are referencing, the 12.1-metre
24 pole, isn't going to be what is there in the future, then
25 this design isn't sufficient to meet the future needs,
26 either with or without your gathering lines on them.

27 It is just a question of which future needs they don't
28 meet, whether it is our future needs to have a 27.6 kV line

1 there by itself, or our future needs to have a 27.6 kV line
2 there, plus your 34 kV line.

3 [Mr. Greenhouse and Ms. Annis confer]

4 MS. ANNIS: I guess, Scott, the one thing is that I am
5 not sure the applicant, or any applicant, is required to
6 design to the future needs.

7 I think they're designing, you know -- and I think if
8 that came up at a later date...

9 MR. STOLL: But we -- and this goes back to the
10 concreteness of the proposal, because the gathering lines
11 are tentatively buried at this point. If they're going to
12 aerial, they're going to be joint-use and they're going to
13 be 34 kV.

14 So there is going to need to be a requirement to
15 rebuild the pole line.

16 MS. ANNIS: Again, though, I don't think that the
17 collector lines -- I mean, I think -- well, I will ask the
18 engineers to respond in terms of the safety standards from
19 the transmission line point of view, but I think the
20 collector line and the discussions around your distribution
21 poles and the collector lines that go on that are not in
22 scope at the moment.

23 I mean, I think what you need to hear is that the
24 transmission line is designed to adequately meet any
25 current distribution poles. I think they have answered
26 that adequately.

27 MR. STOLL: Well, but if that distribution pole is
28 insufficient to meet the needs of your project, then it

1 hasn't been answered adequately.

2 MS. ANNIS: But there could be any -- I mean, there
3 could be another -- there could be other people that are
4 requesting attachments on those poles.

5 So I think it is important to --

6 MR. STOLL: I am going to beg to differ on your
7 interpretation. The test for the Board is price, service
8 and reliability.

9 If my shareholders or the ratepayers are going to end
10 up bearing the costs of any upgrades to these facilities in
11 the future, then we should be aware of that risk and the
12 price implications, so the Board can make an informed
13 decision of that.

14 MS. ANNIS: But those price implications would be
15 because of additional collector lines, distribution
16 facilities, and in this proceeding we are just looking at
17 the transmission facility.

18 MR. STOLL: Well --

19 MS. ANNIS: I mean, I am not trying to be too narrow,
20 and I think they will try to address the safety issue, but
21 I think if there is a...

22 MS. SEBALJ: I obviously can't adjudicate this
23 dispute, but it sounds an awful lot like argument to me, so
24 I wonder if we can either put a placeholder on it, answer
25 it in the hypothetical and then move on -- and it sounds to
26 me like there will be submissions from Haldimand County
27 Hydro and from Summerhaven on the issue.

28 MR. GREENHOUSE: I think one hypothetical I can

1 address right now is, as we've all indicated in our
2 commercial discussion with you, if that increase in height
3 was required due to our use, for joint-use overhead, our
4 position has always been that no portion of that cost
5 should be put upon the ratepayers.

6 So if it is additional poles to -- additional height
7 of poles to accommodate our circuits, NextEra would
8 certainly be of the opinion that that would be commercially
9 negotiated, where we would pay for that incremental, if...

10 MR. STOLL: Okay.

11 MR. GREENHOUSE: And I guess in that situation, if the
12 poles were high enough that needed to change this design,
13 to meet code, we would obviously have to change this design
14 of these poles. As I indicated when we provided -- it is
15 an indicative based on what we have now.

16 MR. STOLL: I think our position would be, like, the
17 indicative in the area where you are proposing to be on the
18 same side as the Haldimand County facilities is the pole
19 height is insufficient for what our needs are, because we
20 don't want to build something that we know is going to
21 create a problem for us. So...

22 MR. GREENHOUSE: Scott, could we ask Haldimand County
23 to provide us with some information on what they foresee as
24 their future needs?

25 MR. STOLL: I think we can. There is a letter that
26 was addressed to you from December 7, 2010, which specified
27 the preferred requirements.

28 MR. GREENHOUSE: For joint use for collectors?

1 MR. STOLL: Correct. And it talked about ensure --
2 and I can read from it, point 4. I will provide copies.

3 MR. GREENHOUSE: Scott, just to be clear, that was
4 dealing with us, joint use.

5 I am talking about your proposed expansion plans that
6 you are concerned about.

7 MR. STOLL: All right. I can provide that
8 information.

9 MR. GREENHOUSE: Thank you.

10 MR. STOLL: Do you want as an undertaking from us,
11 Kristi, to -- or do you want us to deal with that?

12 MR. STOLL: And have an undertaking from a non-
13 applicant? I think we can just agree that you will provide
14 that.

15 MR. STOLL: All right, that's fine.

16 MS. SEBALJ: And we will accept it as an exhibit when
17 it arrives. I assume you're talking about providing
18 something in writing after today's date; is that correct?

19 MR. STOLL: Yes, I will provide it. And basically
20 just -- Haldimand County's position would be the basic need
21 for the -- to accommodate the two 27.6 circuits would be
22 the same regardless of whether it is going to be joint use
23 or not, but I will confirm that and we will file a copy of
24 the letter.

25 And given that we are not looking at joint use of the
26 switch -- or joint use of the transmission line with our
27 facilities, some of these questions may not be applicable.

28 MS. ANNIS: Scott, sorry just to interject. We should

1 make use of the fact that we have the technical team here.

2 MR. STOLL: No, no --

3 MS. ANNIS: We encourage you to ask any --

4 MR. STOLL: I appreciate that. I am just trying to
5 preface -- of looking for the type of information and how
6 it would impact the design that you have talked about here,
7 as far as you have said you have got these poles located, I
8 believe you said 500 feet apart?

9 MR. FRANCIS: Yes.

10 MR. STOLL: Typically, when you would do underbuild,
11 how would you accommodate that? Would you have multiple
12 poles for supporting just distribution in between those two
13 higher poles, or how do you go about -- or do you shorten
14 the span and...

15 [Witness panel confers]

16 MR. ARKERSON: Just to clarify, the 500-foot rolling
17 span is only where we parallel the road allowance.

18 Once the transmission line gets off the road
19 allowance, there is a different rolling span. It is
20 longer, so...

21 MR. STOLL: Okay, right. And this would be -- and
22 this is why I think part of the difficulty of the question
23 is, if you were in the municipal right of way and we were
24 proceeding with co-location, how do you accommodate that in
25 the design of the facilities, because you've got -- your
26 proposal would normally have two poles to support just the
27 transmission facilities at, say, 500 feet, but the
28 distribution lines won't take such a significant span?

1 MR. GIVENS: In my experience, we work with your
2 company, the distribution supplier, to establish what
3 height is required for the distribution attachments. And
4 the intent here - I believe Trevor can confirm - that we
5 were trying to match spans with your poles, and there would
6 be a mid-span distribution pole in between the two
7 transmission poles.

8 Your spans right now are approximately 250 feet. So
9 every other pole would be replaced by a transmission pole
10 that would be --

11 MR. STOLL: Okay. That's kind of where I'm going
12 here. That's to understand where your philosophy was on
13 that. Okay.

14 So if we do end up in a co-location scenario, the pole
15 design is, in all likelihood, going to change that you
16 provided in your exhibit?

17 MR. GIVENS: The transmission poles would be designed
18 to accommodate the loading that the distribution line would
19 have, and also the height requirements, to provide code
20 clearances over the distribution conductors and the
21 distribution pole.

22 MR. STOLL: Okay. I would assume that they would also
23 take into account any potential for induction into the
24 design and the spacing, as well, to understand, or
25 potential induction?

26 MR. GIVENS: We could conduct a study to determine if
27 there were induction issues. In my experience, that is not
28 typical.

1 MR. STOLL: Okay. So for a 230 kV line, like, even
2 under the proposal, you haven't done an analysis for the
3 potential for induction into the distribution facilities?

4 [Witness panel confers]

5 MR. GIVENS: Can you repeat your question?

6 MR. STOLL: Okay. So have you done any analysis
7 regarding the potential for induction to impact the
8 Haldimand County Hydro distribution facilities?

9 MR. GIVENS: No, we have not. Our experience is that
10 if there are induction issues, that they can be easily
11 mitigated, and as long as the lines are designed to comply
12 with the existing code requirements, the...

13 MR. STOLL: Is it mitigation on the transmission
14 design or on the distribution or both?

15 MR. GIVENS: On the distribution.

16 MR. STOLL: Okay. So if there is induction, then
17 there would be mitigation measures potentially required on
18 the distribution of Haldimand County Hydro?

19 MR. GREENHOUSE: And, Scott, just if I can clarify,
20 that is what Phil is saying.

21 And to clarify, it is our view as -- you know, the
22 philosophy we have always approached -- that would be a
23 cost borne by us if those issues arise.

24 MR. STOLL: I appreciate that. We're just trying to -
25 - given the information, trying to understand the impact on
26 the facilities so we understand what we should expect from
27 you and what the potential impacts, both near and far term,
28 are for us.

1 Okay. If the design was going to be in the municipal
2 right of way, is there a typical location for the pole
3 relative to the property line or the road?

4 MR. GIVENS: The typical practice is to ensure that
5 the location of the poles meets the clear zone
6 requirements.

7 MR. STOLL: Can you tell us what the clear zone
8 requirements are, or how you would determine them?

9 MR. GIVENS: Well, the study that you mentioned in one
10 of the interrogatories has a table in it with clear zone
11 requirements.

12 So the county or the equivalent of the Department of
13 Transportation, I am assuming has clear zone requirements
14 that are based on the amount of traffic on the road, the
15 speed limit of the road.

16 I am assuming that your distribution poles in the
17 location of this road right of way meet that requirement.

18 So the location of the transmission poles would
19 typically be as close to the edge of the right of way as is
20 practical, and meeting those clear zone requirements.

21 MR. STOLL: Okay. And it is a fairly narrow road, and
22 I take from your drawing that you have basically from the
23 edge of your pole to the conductor about two and a half
24 metres, and then similar on the other side. So that is
25 4.8 metres, plus you've shown basically 0.6 or two feet.
26 So 4.8 -- your 5.4 metres, for basically the width of your
27 structure.

28 And I am trying to understand where that would be

1 located relative to the property line and pavement, to
2 understand if you are going to either overhang the
3 pavement, either with the swing arc or with the design, or
4 be encroaching on private lands.

5 I am just trying to understand the physical layout of
6 what you would normally do in this type of situation.
7 Leave aside our pole for now, but if you are locating
8 within a municipal right of way, let's start with that
9 understanding.

10 [Witness panel confers]

11 MR. GREENHOUSE: So I think all -- I will start by
12 reiterating something I said earlier. And I know you
13 recognize this, but this design we have here and the widths
14 associated with are not designed for co-location. Things
15 may change.

16 Jim is just going to make a statement on what our
17 typical practice is and our typical approach, which could
18 apply here as well.

19 MR. ARKERSON: Right. Just our basic methodology
20 would be -- is that we would put the position, the
21 structure to the very outward extent of the road allowance,
22 and just make sure that the entire structure stays within
23 the road allowance itself, as far as the butt of the pole,
24 and then seek blow-out easements for the conductor.

25 MR. STOLL: On private land?

26 MR. ARKERSON: On private land.

27 MR. STOLL: Okay. So I think I understand what you
28 are saying.

1 So if we used the dimensions here, you would basically
2 have 2.4 metres of your arm out to the circuit on private
3 lands? Approximately?

4 MR. ARKERSON: Approximately.

5 MR. GREENHOUSE: Is that the arm or just the blow-
6 outs? The arms alone?

7 MR. ARKERSON: Yes.

8 MR. GREENHOUSE: Okay. Again, recognizing that those
9 are not dimensions specific to that.

10 MR. STOLL: Okay. I am trying to understand
11 philosophy, and using the example we have in front of us.

12 And I believe you said there is about a 15-foot swing
13 arc on this design right now. And is that from the pole
14 or...

15 [Witness panel confers]

16 MR. ARKERSON: Yes. Just to clarify, that is a worst-
17 case condition. That is a 90-mile-an-hour wind, which is
18 far in excess of the code required design wind speed for
19 that transmission line.

20 MR. GREENHOUSE: And it is at the mid-span.

21 MR. ARKERSON: And it is at the mid-span on the 500-
22 foot ruling span segments that parallel the road.

23 MR. STOLL: Yes. And this is one of the difficulties
24 when we're talking about a hypothetical design. It is a
25 bit like trying to define the fog outside here, right,
26 where we're -- you are not able to pinpoint one aspect of
27 the design and run everything through there.

28 So maybe we can try a couple of -- would it be typical

1 to have the conductor swing arc extend over the road, the
2 actual physical pavement or travelled portion of the road?

3 [Witness panel confers]

4 MR. ARKERSON: I think the way to answer that is --
5 just to go back to our siting methodology, is that we don't
6 use -- we don't look at the conductor blow-out over the
7 road allowance and use that as a siting criteria for the
8 pole.

9 If we were to put a pole within a road allowance, that
10 pole is placed as far to the extent of the road allowance
11 as allowed, to keep the butt of the pole solely within the
12 road allowance.

13 And then whatever the resulting blow-out overhang over
14 the road is, that is what it is. We don't use that as a...
15 our understanding is that is not precluded by code.

16 MR. STOLL: Okay. I guess that's the nub of the
17 question; is it a code requirement or not?

18 MR. ARKERSON: Right.

19 MR. STOLL: Okay. Sorry for back-tracking.

20 The mitigation that you spoke of around the induction
21 that would be required typically of distribution
22 facilities, can you provide some of your experience on what
23 the mitigation techniques have been, if induction is an
24 issue?

25 MR. GIVENS: We have had -- on one project that I know
26 of, we had an issue with stray voltage on the distribution
27 line in the vicinity of the transmission line, and that was
28 successfully mitigated by grounding the distribution poles,

1 tying the neutral to the ground.

2 MR. GREENHOUSE: If I could just jump in, I know we
3 have an undertaking to get nor specifics on that, but just
4 to give a bit of clarity, we don't typically -- and you
5 guys can jump in if I am misstating - but we don't
6 typically see induction as an issue.

7 That line in particular was a 50-kilometre,
8 approximately 50-kilometre co-location, so we sort of view
9 that as an exceptional circumstance.

10 But Phil is correct in how we were able to mitigate
11 it.

12 MR. STOLL: Okay. And I will leave the calculation of
13 that to the technical people here.

14 So without information, we couldn't even try and
15 hazard a guess of what type of numbers we would see.

16 And you mentioned stray voltage. I believe the Board
17 has a standard for stray voltage in these situations -- I
18 am going to get the units wrong -- of 0.5. Is that -- the
19 animal contact voltage, and has that been considered in the
20 design of the transmission facilities?

21 [Witness panel confers]

22 MR. GIVENS: I understand the issue. My understanding
23 is that it is an issue with the voltage on the neutral and
24 at a dairy facility where their pipes and other things
25 would be tied to the neutral, but that voltage could cause
26 shock to animals. Is that what we're talking about?
27 That's the issue?

28 MR. STOLL: Exactly.

1 MR. GIVENS: Okay. So I believe that if the
2 transmission line and the distribution line are designed to
3 code requirements, that that issue should be resolved.

4 MR. STOLL: Yes. If I may, and perhaps as you turned
5 it over to Nabih, I think -- Dr. Emanuel Petrache is a
6 consultant for HCHI at Kinetrics.

7 So I will just let him maybe talk technical person to
8 technical person here for a few seconds.

9 DR. PETRACHE: So that is why we believe that this
10 induction problem should be investigated and not just rule
11 out that, you know, because in some other places it was not
12 an issue.

13 Here in Ontario in 2009, OEB set up, you know, strict
14 rules about the potential of the cow -- that it can be
15 related directly to the stray -- the voltage at the
16 neutral. So that is why we believe that we have to do, you
17 know, the right calculation before ruling out the induction
18 problems. You know, based on the sketches that I see, I
19 think the induction problems are an issue, and this has to
20 be addressed.

21 MR. GIVENS: You agree they can be studied and you
22 agree that they can be resolved?

23 DR. PETRACHE: For sure. There is a solution for
24 everything, but we cannot just throw out those problems
25 just because some other utilities have a different
26 experience.

27 Generally speaking, you know, pairing a 230 kV line
28 with a 27.6 is pretty extreme, and here in Ontario we don't

1 have such a -- as far as I know, we don't have such a
2 distribution underbuild with 230.

3 Most of the utilities are trying to avoid this
4 problem, and some others are trying to limit the voltage to
5 115 kV lines and under.

6 And I know for a fact that in United States there are
7 utilities that considers that, from a technical
8 perspective, those negative consequence is manageable. So
9 they do 230 kV with a distribution underbuild, and some
10 other countries, too.

11 [Witness panel confers]

12 MS. ANNIS: Scott, while they're discussing, I just
13 have a clarification point on my point -- on my side.

14 MR. STOLL: Sure.

15 MS. ANNIS: So the stray voltage, would that be an
16 issue that would be -- directly need to be addressed with
17 HCHI, or is it really an issue that would come up more from
18 a landowner perspective?

19 MR. STOLL: I think it is going to come up with all of
20 us, because I guess the question is going to be: Who is
21 the source? And the landowner would have the issue of
22 being potentially impacted, but the source of who is
23 responsible and what you would do and any liability I think
24 would be potentially -- and this is kind of without
25 prejudice -- would be an issue where we would both be
26 involved.

27 So I think it is something we would have to discuss to
28 avoid the potential for this to happen, and I guess...

1 [Witness panel confers]

2 MR. GREENHOUSE: Scott, one question of clarification.
3 Are we talking now about the hypothetical of co-location,
4 or is this a broader question?

5 MR. STOLL: Well, it's a broader question.

6 I think even with the distance that is shown, Dr.
7 Petrache has some concerns that there may be some induction
8 stray voltage issues that should be analyzed and not just,
9 say, glossed over at this stage. He thinks there should be
10 some analysis, so...

11 [Witness panel confers]

12 MR. GREENHOUSE: I think -- so, I mean, I think we
13 stand by our suggestion that meeting code should address
14 this.

15 However, something we would be interested in would be
16 a preconstruction survey, because our understanding - and
17 these guys can jump in - is that the modelling is pretty
18 complex and doesn't necessarily predict what is actually
19 going to happen.

20 So what we would be more interested in is doing a pre-
21 energization survey of voltage on your lines so we can have
22 a baseline, and then take a look at it, taking a look at
23 any resulting impacts.

24 MR. STOLL: Okay.

25 MS. ANNIS: Then you wouldn't have the issue with
26 liability, too. That would help.

27 MR. STOLL: I appreciate that. And I appreciate
28 the -- I think one of the things kind of highlighted by the

1 discussion we're having is there probably needs to be
2 further technical discussions between Summerhaven and my
3 client, just to conclude a design that we think is
4 reasonable.

5 MR. GREENHOUSE: Absolutely. We are open to continued
6 discussions.

7 MR. STOLL: Okay, a couple of other questions. I am
8 just trying to process everything, but since I've got
9 you -- since we have you here and I appreciate we're trying
10 to deal with a bunch of these issues, we had asked about
11 the potential use of underground transmission, and there
12 was a response. I believe you said you didn't have
13 experience with that in Canada, or your affiliate didn't.

14 Does Florida Power & Light have underground
15 transmission in its asset base, and can you describe the
16 experience?

17 MS. ANNIS: Scott, do you have a specific IR that that
18 would reference?

19 MR. STOLL: I will have to dig it up.

20 MS. ANNIS: I mean, I am sure they can answer in the
21 interim, but I just want to...

22 [Witness panel confers]

23 MR. STOLL: It was IR 3(j) and (k).

24 MR. GREENHOUSE: Scott, I think we can answer by
25 saying FPL does not have any 230 kV underground -- as we
26 put here, we do not own any 230 kV underground lines
27 utilizing XLPE cable. We said in Canada, to our knowledge,
28 we don't have XLPE cables underground.

1 MR. STOLL: Okay. So you don't... so that's not
2 geographic-specific? It's...

3 MR. ARKERSON: That's correct.

4 MR. GREENHOUSE: Yes, that's correct.

5 MR. STOLL: All right. Okay. Sorry for jumping
6 around.

7 From your proposed pole alignment here, basically you
8 are showing the pole about 3.4 metres off the edge of the
9 right of way?

10 MR. FRANCIS: Yes. But just keep in mind that our
11 alignment along here will be a straight line, and both the
12 road and right of way, and thus the HCHI line, aren't
13 exactly straight.

14 So this is kind of a typical cross-section.

15 MR. STOLL: Yes. I appreciate that, and I am just
16 trying to -- I believe you were seeking a 30-metre right of
17 way from the private landowners.

18 I am wondering if there had been some consideration
19 about moving more -- if that is the right of way that you
20 will be seeking in this area, and if there is an ability to
21 move the poles away from the municipal right of way more
22 towards the centre of the purchased right of way.

23 I guess there is a bunch of questions in there, so...

24 MR. GREENHOUSE: I can start by saying we are
25 typically seeking a 30-metre right of way.

26 MR. STOLL: Okay.

27 MR. GREENHOUSE: Of course as you can imagine, knowing
28 the land use in the area, the landowners are very

1 interested in it being pushed as close to the road right of
2 way as possible, to minimize the impact on their farming.
3 So that is the competing pressure.

4 MR. STOLL: I understand that. So I guess -- on the
5 area around Concession 5, have those land discussions
6 concluded? Or are those some of the ones that are
7 outstanding between the transformer station and where you
8 turn south, so that east-west portion right along the Fifth
9 Concession?

10 MR. GREENHOUSE: There are some still outstanding in
11 that area, yeah.

12 MR. STOLL: Okay. On the ones that are not
13 outstanding, do you have the 30-foot -- or sorry, the 30-
14 metre or 100-foot easement, or do you know off the top of
15 your head?

16 Our preference would be that you push further away.

17 MR. GREENHOUSE: Right.

18 MR. STOLL: Because it would reduce some of these
19 issues.

20 MR. GREENHOUSE: I don't believe we've taken anything
21 other than a 30-metre easement.

22 MR. STOLL: Okay.

23 MR. GREENHOUSE: So yes.

24 MR. STOLL: Okay. Could you confirm that if you have
25 -- that where you have taken an easement --

26 MR. GREENHOUSE: It is 30 metres?

27 MR. STOLL: --it is 30 metres?

28 MS. ANNIS: Kristi, can we get that as an undertaking?

1 MS. SEBALJ: Sorry, I thought I heard a confirmation
2 there.

3 So it is Undertaking KJ1.4, but just so that I am
4 clear, you are confirming?

5 MR. STOLL: Confirming the width of the easements
6 taken along the south side of the Fifth Concession.

7 **UNDERTAKING NO. TCK1.4: TO CONFIRM WIDTH OF EASEMENTS**
8 **TAKEN ON SOUTH SIDE OF 5TH CONCESSION.**

9 MS. SEBALJ: Got you.

10 MR. GREENHOUSE: We can do that.

11 MR. STOLL: Okay. Thank you.

12 I am just trying to go through my list of questions
13 here, and picking up what I think -- this still may be
14 relevant.

15 You talked about the use of the 90-mile-per-hour wind
16 being the most extreme case. I am just wanting to confirm
17 that includes consideration of any icing on the lines for
18 the distance?

19 MR. FRANCIS: The 90-mile-an-hour wind case is only
20 wind, no ice on the line. But there are considerations of
21 both ice and wind in other load cases.

22 MR. STOLL: Okay. And so what you have represented is
23 the largest kind of circle for the clearances?

24 MR. FRANCIS: Are we referring to this drawing in
25 case 1?

26 MR. STOLL: To your drawing, yes.

27 MR. FRANCIS: The circles on case 1 are merely showing
28 the CSA minimum clearance and the actual clearance.

1 It isn't representing a conductor swing envelope.

2 So the case you are looking at is only at 15.6 degrees
3 Celsius, without any wind. This doesn't visually show the
4 90-mile-an-hour wind case.

5 MR. STOLL: Right. Okay. Does this incorporate the
6 separation distance, if there was ice on the line, just
7 hanging? Does the sag increase, I guess, in the line
8 because of the ice, to have an impact on this number?

9 MR. FRANCIS: It will impact the actual clearance, not
10 the required clearance. But it is something, yes, that we
11 analyze.

12 The worst physical sag is going to be at our maximum
13 operating condition, which is 100 degrees Celsius, and that
14 will result in our worst sag.

15 But to answer your question, yes, we do look at our
16 clearances under all of our weather cases. So that is
17 always taken into account, though not reflected on this
18 drawing.

19 MR. STOLL: Okay. And I guess one of the questions
20 we're curious about is: What type of arrangement are you
21 seeking or would you intend to seek with Haldimand County?
22 Would it be a permit, or a formal easement agreement, or
23 some sort of licensing arrangement, if you were going to
24 encroach on the municipal right of way?

25 MR. GREENHOUSE: So in the case of joint use, we would
26 undertake a road use agreement, as is typical with any
27 other utility.

28 And we've been in discussions with them about that, to

1 a certain extent.

2 In the event that it was just an overhang, I don't
3 know. We can do an undertaking to get back on that.

4 MR. STOLL: Okay. If you could, please.

5 MS. SEBALJ: That is KJ1.5, and it is an undertaking
6 to provide information as to the arrangement with Haldimand
7 County or is it Haldimand County Hydro?

8 MR. STOLL: No, it's with the owner of the municipal
9 right of way.

10 MS. SEBALJ: In the event that there is an overhang.

11 **UNDERTAKING NO. TCK1.5: TO PROVIDE INFORMATION ON**
12 **ARRANGEMENT WITH OWNER OF MUNICIPAL RIGHT OF WAY IN**
13 **THE EVENT OF AN OVERHANG.**

14 MR. STOLL: Yes. And just so we're clear, there
15 seemed to be a difference of approach between this
16 application and another application, about how the
17 relationship would be treated.

18 So we are just seeking clarity so we understand.

19 MS. SEBALJ: Fair enough.

20 MR. STOLL: Thank you.

21 MS. SEBALJ: Just so that we're clear, Scott, this is
22 another application with the same proponent or a different
23 proponent?

24 MR. STOLL: Different proponent. It was the one that
25 we joined in the motion. I believe they have a separate
26 proposed easement agreement for the municipal right of way
27 included in their package.

28 MS. SEBALJ: All right. But it is not -- it has

1 nothing to do with Summerhaven?

2 MR. STOLL: No. I just wanted to confirm that we were
3 going by way of permit, rather than by way of easement.

4 I guess just a couple of things. I will try to switch
5 a little bit more to some of the operating, and, again,
6 this is going to be where we're in a joint use scenario and
7 assuming that we're underbuild on the facilities.

8 What type of arrangements and requirements would
9 Summerhaven anticipate having regarding work around the
10 distribution facilities and the transmission facilities,
11 because I think we're going to impact each other here? And
12 I guess we can break it up.

13 If you have to work on your facilities, what would
14 your expectations be of Haldimand County, and if Haldimand
15 County has to do work on its lines, what would you expect,
16 as far as your operation or your facilities?

17 [Witness panel confers]

18 MR. GREENHOUSE: Again, recognizing we're talking
19 about hypotheticals, I think the answer is that level of
20 detail would be sorted out in the joint use agreement.

21 But I want to ask Jim to talk a bit about what we
22 typically see and -- you know, what we would see.

23 MR. ARKERSON: It's Scott, right?

24 MR. STOLL: Yes, Scott.

25 MR. ARKERSON: Thanks.

26 Scott, the practices that are implemented through our
27 affiliate do vary somewhat depending on -- it boils down to
28 a business management decision on how the business side of

1 the organization decides to operate and maintain the
2 facility.

3 In general terms, safety is number one in NextEra's
4 book. Generally, the way this would play out is you would
5 do specific job safety analysis for the different types of
6 scenarios, and you would have an agreed upon safety play
7 book, if you want to call it, for how things would be
8 handled.

9 We also would do mandatory job tail boards for any
10 work that would -- that would be undertaken. Either we
11 would be undertaking it at our lines or you would be
12 undertaking it on your lines. There are 24-7 contacts that
13 are available for our facility, and part of working out the
14 details and how you would operate, you know, the joint use
15 poles, the appropriate context would be loaded into that
16 documentation and it would be a two-way type of
17 communication.

18 MR. STOLL: So the kind of the subject areas would be
19 the type of notice required from one party to the other,
20 the type of supervision, the ability to disconnect. Those
21 types of issues are what you would normally expect to see
22 in your joint use agreements?

23 MR. ARKERSON: That's correct. Even though the
24 facility is manned during the -- typically during the week
25 Monday through Friday, we always provide -- our 24-7
26 contact is our fleet operation centre in Florida, because
27 typically the people that are at the facility are out in
28 the field maintaining the facility, and we just don't want,

1 you know, people calling the main phone number there at the
2 wind farm. Typically, you wouldn't -- you would get an
3 answering machine.

4 MR. STOLL: And I am just trying to -- I appreciate
5 that, and I am trying to understand how you typically deal
6 with, like, the potential where, if we have to work on a
7 line for a particular reason, what the expectations would
8 be as far as impacting the transmission or the operation
9 and whether it would remain live, those types of things.

10 But I hear that you are basically saying this is going
11 to be a discussion on how we would have to -- on how the
12 arrangements would work?

13 MR. ARKERSON: That's correct. I think we would lay
14 out the design such that, for most cases, work could be
15 undertaken in an energized state, and then when you get
16 into situations that fall outside the norm, that would
17 obviously require a job-specific safety evaluation to
18 determine if you needed to de-energize anything.

19 MR. STOLL: All right. And in our IR No. 5, we asked
20 a couple of questions about response times.

21 In IR 5, I think (a), there was a 4- to 12-hour
22 response time, and then I think (c) referred to a two-hour
23 mandated response time.

24 I was a little unclear as to what the difference was
25 in what you were indicating there.

26 [Witness panel confers]

27 MR. ARKERSON: Scott, again, this sort of falls down
28 to being a business decision. We typically finance these

1 facilities, and one of the risk profiles that, you know,
2 the banks look at is, you know, What is your risk of
3 interruption and what is your plan to restore?

4 I think I can explain the difference between the four
5 to 12 and the two, is that NextEra has full-time employees
6 that are trained high voltage switchmen, and the standard
7 response time would be two hours or less for the full-time
8 employees.

9 I believe the four to 12 hours referred to, it is very
10 customary we would contract with a third party for actual
11 performance of the restoration work. The high voltage
12 switchmen would manage that activity, and we would have a
13 duly qualified contractor on retainer that would respond to
14 the site to perform repairs on the transmission line.

15 MR. STOLL: Okay. So I think I understand.

16 So the high voltage technician -- or what did you --

17 MR. ARKERSON: High voltage switchman.

18 MR. STOLL: The high voltage switchman, he would
19 basically attend for, like, a make-safe assessment type
20 within the two hours?

21 MR. ARKERSON: That's correct. And do switching
22 activities up to the main isolation switch in our collector
23 substation.

24 And then he would do a call-out for a third-party
25 contractor to do any restoration work, if it were a line-
26 related activity, and sometimes those are private entities
27 we contract with, and we do have facilities throughout the
28 States where we have actually contracted with the local

1 utility to provide that service.

2 MR. STOLL: Okay. And the distributor shares certain
3 service quality indicators that they're expected to meet by
4 the regulator, and what we want to ensure is that the
5 response times aren't going to impact our ability to meet
6 those service quality indicators.

7 But I think this is probably a discussion...

8 [Witness panel confers]

9 MR. GREENHOUSE: Scott, I think we agree with you that
10 is for discussion in the joint-use discussion.

11 MR. STOLL: Okay. I think I am just...

12 I think that is it. I guess there's two things. I
13 think I am done the questions, Kristi. I just want to make
14 a couple of points, if I may.

15 I think if the current proposal is not going to be
16 used for construction -- i.e., if there is going to be a
17 change to the municipal right of way -- I think our
18 expectation is that we would need some further dialogue and
19 some further information in order to be able to understand
20 the impact on HCHI.

21 And that's, I guess, a scenario where your plans
22 change. So I just wanted to make that clear.

23 And from what I hear today, though, your intention is
24 to be entirely on private lands, and that the pole line
25 would be basically a straight line within the right of way
26 on the private lands, not necessarily in the middle of the
27 easement, and that currently in the two sections that had
28 potential for municipal right of ways, there is no intent

1 right now to use the municipal right of ways?

2 MR. GREENHOUSE: That's correct.

3 MR. STOLL: Okay.

4 MR. GREENHOUSE: We feel we would have to come back if
5 we wanted to...

6 MR. STOLL: All right. Okay.

7 I guess this is a question. Is there -- I guess maybe
8 I will ask for some thoughts from Kristi and a couple of
9 the other intervenors.

10 Given the application evidence is -- about the
11 location of the line has been clarified today, is there a
12 need for any revision to the application or filing, from a
13 procedural standpoint?

14 MS. ANNIS: No. I can answer from the applicant's
15 perspective. And maybe Kristi can obviously give her
16 input, as well.

17 But I mean, what we're saying is the -- all of the
18 evidence that we have submitted is -- remains the same.
19 And we have clarified kind of the options.

20 But no additional landowners are affected. We
21 wouldn't have any additional evidence to put in.

22 I mean, everything that is in there is in there. All
23 of the appropriate people have been notified. So yes.

24 MS. SEBALJ: I mean, from Board Staff's perspective,
25 it would be whether we have a notice issue, and I have
26 reviewed the notice and the map that was attached to the
27 notice, which are really fundamental -- of fundamental
28 importance from the Board's perspective.

1 The map was necessarily general when it was published,
2 and I don't see -- unless Summerhaven or anyone else in the
3 room can point to me -- that this map is no longer
4 indicative of where the line is proposed to be built.

5 So I don't think that we have a notice issue. And
6 from an evidentiary perspective, I don't see any issues
7 either.

8 MR. STOLL: All right. Okay. I just wanted to make
9 sure everybody is --

10 MS. SEBALJ: Now, that doesn't preclude -- as I think
11 both parties, both Haldimand County Hydro and Summerhaven
12 have said, if there is a reversion back to a co-location
13 scenario, there may be a need for additional processes --
14 whatever they may be -- from the Board to further
15 investigate that. But that ultimately, of course, is up to
16 the Board, and dependent on who requests it, or dependent
17 on how it considers the requests that it gets.

18 Are you done?

19 If Haldimand County Hydro is through, one of the
20 issues that I think was probably clear from our questions
21 this morning that Board Staff still has some questions
22 about -- and just to clarify for your perspective,
23 gentlemen, the role of Board Staff is dual, but one of our
24 most important roles is to make sure the record is
25 complete, for the purposes of the Panel to make a decision.

26 I see one potential issue as being the fact that we
27 have a system impact assessment that was provided in the
28 application, which indicates a very strong -- strong

1 language that favours a common switchyard -- or, sorry,
2 switching station.

3 From Board Staff's perspective, that is operative.
4 And it may be that a decision-maker will want to have
5 pretty good justification of why it would depart from that.
6 And the justification, of course, is all within the scope
7 of price, reliability and quality of service, which is the
8 scope of -- of a leave-to-construct.

9 And I understand that there is commercial sensitivity
10 around this, confidential discussions among many of the
11 parties that are in this room. But to the extent that the
12 parties can get together and provide further information,
13 either in writing or here today -- and I leave that to
14 you -- while we have everyone, I think, that is relevant in
15 the room, that would be really helpful to the Board.

16 I just don't want to get into a situation where we're
17 almost there, but then there is this question outstanding,
18 and then we have to bring people back to get the question
19 answered or go for another round of IRs to get the question
20 answered.

21 So to the extent that perhaps Summerhaven's counsel
22 can have discussions with others, we are certainly
23 obviously booked for a couple of days. I know you have
24 constraints. But if we want to take the lunch and have the
25 discussions and come back with a proposal, that is fine.

26 If we want to go away completely and come back in
27 writing with a proposal, I just would prefer to have those
28 questions answered, so that we don't end up in an

1 incomplete record situation.

2 MS. NEWLAND: A question of clarification.

3 Are you suggesting that one option would be to make
4 written submissions, as sort of a pre-argument step or...

5 MS. SEBALJ: I wasn't thinking in the nature of
6 submissions, so not an advocacy piece but more of a factual
7 piece. Almost like a joint statement of facts, if that was
8 even possible.

9 And I am not really the person to judge what the best
10 approach is. I can judge whether, once you propose it,
11 whether it would be helpful, but given the commercial
12 sensitivities around this, I don't want to force any one
13 particular option.

14 But a joint statement of facts that gives the Panel a
15 better idea of why we ended up with two, and whether that
16 is a final, or whether there is any possibility of having
17 one at the end of the day, and what would be involved in
18 getting to a common switching station. Am I using the
19 right terminology? Yes. That would just be helpful.

20 MS. ANNIS: Sure. So I guess one question I have is,
21 just in terms of this statement, are we talking -- like, is
22 the Board's -- I mean, it sounds like the Board's -- rather
23 than figuring out the "why", is the Board more interested
24 in the solution?

25 MS. SEBALJ: I think it is a little bit of both,
26 because if there is a real justification for two, then the
27 Panel may be inclined to approve it in such a state. But
28 at the moment, I don't think the record is complete in that

1 respect.

2 And, in the alternative, I mean, if I were in your
3 position, I would want to put both forward. So this is
4 what needs to be done, this is how it impacts our project
5 if we had to do one, and this is why we think two is
6 justified, for instance.

7 But at the moment, all we have is an SIA on the record
8 and really an answer that says, Our application is asking
9 for a separate switching station.

10 And so for us, that is a little bit of a gap. So if
11 we had both pieces of information and potentially
12 information from other parties, provided that it is not
13 confidential -- and, frankly, we do have -- I hate to, you
14 know, voluntarily have all kinds of confidential
15 submissions, but we do have provision for having
16 confidential submissions. It becomes tricky, but if that
17 had to be the case...

18 MS. NEWLAND: Kristi, I am not sure, speaking on
19 behalf of Capital Power, that we have any issues of
20 confidentiality. I haven't thought it all through.

21 We are not here to comment on NextEra or Summerhaven's
22 application one way or the other. We are not opposing it.
23 We are completely neutral, but, as everyone knows, we do
24 have a wind farm development that is in close proximity to
25 Summerhaven.

26 We have business people or representatives of Capital
27 Power who would be prepared to explain Capital Power's
28 position - only Capital Power's position - with respect to

1 a common switching station, and I make that offer on the
2 record.

3 I don't, by any means, intend to hijack NextEra's
4 application, because it is their application that is the
5 subject of this technical conference, but I put that offer
6 on the table for your consideration and for NextEra's
7 consideration.

8 I am a little uncomfortable saying -- asking, with
9 your request, to go away and try and come with a joint
10 proposal, because I am not sure where it leaves us if we
11 are not able to come up with a joint proposal.

12 MS. SEBALJ: Sorry, it wasn't in the nature of a joint
13 proposal. It was more just an agreed upon statement of the
14 facts. So, in other words, you know, You are right this is
15 what the SIA said originally, but this is what has happened
16 since and this is why we are in the position we are in now,
17 not, you know, We're going to agree to get together and
18 change things dramatically, but, just from a record
19 perspective, we have a bit of a void as to how we ended up
20 in this situation.

21 MS. ANNIS: And I think, I mean, this is the
22 applicant's technical conference, and I think we would
23 prefer to leave that issue for now, because we don't have
24 the right business people here.

25 So if we could leave it as a take-away on both
26 parties, I think that would be preferable from our
27 perspective.

28 MS. SEBALJ: I guess the only concern with doing that

1 is that we do have Capital Power in the room, and if you
2 take it away and are unable to provide us with something
3 that everyone can agree on as a statement joint of facts,
4 then we will end up back in the room, I assume.

5 MS. ANNIS: Or we can each submit our own facts.

6 But I think the point here is that, I mean, there were
7 discussions that involved people at NextEra that are not
8 here.

9 If Capital Power -- I mean, if there is an issue as to
10 the facts and Capital Power is given the opportunity in the
11 technical conference, but we don't have the right people, I
12 am just not sure how Summerhaven would reply.

13 MS. SEBALJ: I think we are getting -- this is not
14 argument, so it wouldn't be reply. This is not a
15 submission.

16 This is simply facts. We are here to get evidence on
17 the record. So it would be Capital Power's evidence with
18 respect to its project and where it is at, to provide some
19 context for the Summerhaven project and where it is at.

20 And if it wanders into argument, frankly, I think that
21 is precluded for purposes of a technical conference,
22 because no one here is able to hear argument.

23 So I leave it to you. I leave it to the parties. I
24 don't have the ability to pressure any one way or the
25 other. I also don't have the ability to preclude someone
26 from providing evidence in a hearing. So to the extent
27 that Capital Power wants to provide evidence in a hearing,
28 then I think that is permitted.

1 And it may be that Capital Power is able to do that,
2 and then Summerhaven can respond in writing -- "respond" is
3 the wrong word, but can provide any, you know, additional
4 evidence that speaks to that in writing.

5 MS. NEWLAND: Kristi, just to be clear, from Capital
6 Power's perspective, we would like to speak with
7 Summerhaven over the lunch break and see if we can come up
8 with something that works for both of us.

9 If we cannot, I just want to also be clear that we
10 would like to put Capital Power's factual position on the
11 record, not with respect to Summerhaven's project, but only
12 with respect to our project in terms of how we view how a
13 common connection point would impact our project. So we
14 would only do that if we can't come up with some
15 alternative over the break.

16 MS. SEBALJ: That's fair.

17 I suppose with respect, from a more practical point of
18 view, I know some of the gentlemen from Summerhaven have
19 travel arrangements. I leave it to you to decide who, if
20 anyone, needs to be here after the break.

21 And unless anyone has anything to add in the room with
22 respect to this or any other issue, let's take a break. An
23 hour before...

24 MR. ARKERSON: Yes. Just to clarify as a follow-up to
25 Scott's question, over the break we did confirm that we
26 will be seeking single-phase station service for our
27 collector sub, and our station service transformer is
28 100 kVA.

1 MR. STOLL: Can you repeat that last bit? One
2 hundred kVA, did you say?

3 MR. ARKERSON: Yes.

4 MR. STOLL: Single phase?

5 MR. ARKERSON: Yes.

6 MS. SEBALJ: I think there were some questions from
7 Capital Power, as well, that you were going to consider
8 over the break.

9 Have you been able to -- relating to the amount of
10 land under option and the time of signing.

11 MR. GREENHOUSE: Yes. Our original agreement with
12 that landowner was in -- actually, you know what? I don't
13 have the date. I talked about it, but I will get the date.
14 I want to say 2007, but I will confirm.

15 MS. NEWLAND: Just to be clear, Ben, I was also
16 interested in knowing how much land you had under option to
17 buy --

18 MR. GREENHOUSE: Right.

19 MS. NEWLAND: -- versus option to lease. Thank you.

20 MS. SEBALJ: So is an hour sufficient for everyone
21 to -- I guess if you need more time, you can always give me
22 a call and I will --

23 MS. ANNIS: No, no, no. That is fine.

24 MR. STOLL: Do you just want to say quarter to,
25 Kristi?

26 MS. SEBALJ: Why don't we say we reconvene at quarter
27 to 2:00.

28 Thanks, everyone.

1 --- Luncheon recess taken at 12:37 p.m.

2 --- On resuming at 2:12 p.m.

3 MS. SEBALJ: So good afternoon, everyone.

4 I understand that -- I'm not sure who, but either
5 counsel for Summerhaven or Capital Power, if you could just
6 let us know what, if any, agreement you have come to.

7 MS. ANNIS: Yes, sure.

8 I think, first of all, thank you for the extra time,
9 and sorry.

10 I think Ben will actually speak to it, just because
11 the question was directed to him originally.

12 MR. GREENHOUSE: Yes. So let me reiterate Kristyn's
13 thanks for the slightly extra time on the break there. It
14 was helpful.

15 The parties did have discussions on various options
16 that would allow a joint connection. The big issue ended
17 up being, because both parties had already publicly
18 submitted their designs for REA consultation, that we
19 couldn't come to any approach that would conclusively avoid
20 delaying both projects such that we wouldn't be able to
21 meet our feed-in tariff milestone dates.

22 MS. SEBALJ: So I guess I need to extrapolate from
23 that.

24 MR. GREENHOUSE: Sure, and I can provide a bit more
25 information on the schedule.

26 Well, I will talk about us, and Capital Power can --
27 we submitted our documents for public consumption, which
28 started timelines related to the REA, late August, early

1 September.

2 MS. SEBALJ: Of?

3 MR. GREENHOUSE: Of 2010. When did you...

4 MR. GREENHOUSE: While Sarah is thinking about that,
5 the discussions on the joint use really began, John, is it
6 late September, early October?

7 MS. PALMER: Our layout was made public in, I think,
8 November 2009.

9 MR. GREENHOUSE: Was it the final one?

10 MS. PALMER: That would be our documents and our
11 consultation.

12 MR. GREENHOUSE: Right.

13 MS. PALMER: It was probably about the same time yours
14 came out, so...

15 MR. GREENHOUSE: Late fall. And John, when was the
16 first... of 2010, yes, that your documents were put?

17 MR. SABISTON: Hydro One initiated the first meeting
18 of all of the parties -- that's ourselves, Summerhaven,
19 Capital Power and the IESO -- the first meeting took place
20 in early September of 2010.

21 MS. NEWLAND: Just so I can add to that timeline, we
22 had already started doing our field studies for amphibians
23 and birds in the spring of 2010. That was based on a
24 defined study area that was tied to the -- Sarah you can
25 correct me if I've got something wrong, but that is the
26 timeframe that we had already started our field studies,
27 right?

28 MS. PALMER: Field studies had started in the

1 monitoring season of 2009, and based on a more defined
2 layout, further detailed work based on the current REA
3 requirements were done in the spring and summer of 2010,
4 which would finalize our report and submission to the
5 Ministry Of Natural Resources for our REA submission.

6 MR. GREENHOUSE: And NextEra, a very similar schedule.
7 By stating that we had released our REA documents for
8 public review, I was implying that we had completed all of
9 our studies, based on location -- location-specific to that
10 design.

11 MS. SEBALJ: Okay. But in Summerhaven's case, that
12 REA still is not approved?

13 MR. GREENHOUSE: Still is not. However, if we did
14 have to change it, it would necessitate restarting a 90-day
15 public process, and restart consultation with the MNR,
16 which so far has taken 10 months.

17 MS. SEBALJ: What -- I don't fully comprehend, because
18 I am only counsel to the Summerhaven project, how proximate
19 the two projects are and what the difference would be from
20 a routing, land ownership, REA perspective to, for
21 instance, have Summerhaven come to the Capital Power
22 project, just as an example, not as a preferred example but
23 just as an example.

24 MR. GREENHOUSE: Right.

25 MS. SEBALJ: I understand that they're very close, but
26 I don't fully understand how close and what the
27 implications would be.

28 MR. GREENHOUSE: I think -- and Capital Power can jump

1 in -- I think the primary implications is -- relate to
2 study of natural heritage features along the route.

3 The requirements for study are for natural heritage
4 features that you are within 120 metres of, of which you
5 are within 120 metres.

6 So despite the fact they're relatively close, the
7 changing of a line or a route would introduce new features
8 that may not have been able to be studied, because seasonal
9 windows had already passed.

10 MS. SEBALJ: So that is from an REA perspective. From
11 an LTC perspective, is it -- are we talking about different
12 land --

13 MR. GREENHOUSE: Yes.

14 MS. SEBALJ: Different plots of land?

15 MR. GREENHOUSE: Yes. Not entirely. I mean, there
16 might be -- certainly some near our substation, there would
17 be similar -- there would be the same, but it would be
18 pretty much completely different, yes.

19 MS. NEWLAND: If I could just add to that, someone
20 would have to build the line that would connect either to
21 the Port Dover connection point or the other way, to the
22 Summerhaven connection point.

23 And that route would have to be studied from an REA
24 perspective, and it would also -- depending on the
25 length -- it might also be subject to leave to construct,
26 and also we would have -- someone would have to acquire the
27 land rights.

28 So from a land right and a permitting perspective,

1 that wasn't included by either project in, you know, in
2 their project design.

3 MS. SEBALJ: And so from your initial response, I am
4 understanding that at its basic -- it is a timing issue
5 essentially?

6 MR. GREENHOUSE: Absolutely, yes.

7 MS. SEBALJ: Okay. And that's helpful.

8 MR. GREENHOUSE: The real issue is, in this case,
9 because of the accelerated COD milestones both projects
10 have under the FIT program and the relatively late request
11 from IESO and Hydro One that we consider a joint
12 connection -- point of interconnection, the timing just
13 wasn't there to go back and do the studies. Sarah
14 mentioned they had been doing studies since '08.

15 MS. PALMER: '09.

16 MR. GREENHOUSE: '09.

17 We had been doing studies since '08, you know, in
18 various forms, so the studies just couldn't be magically
19 turned to address one -- one -- a new location.

20 MS. SEBALJ: Okay. From an evidentiary perspective, I
21 think I am satisfied with that.

22 Yes. So I think that is helpful for doing exactly
23 what I hoped we would do, which was to clarify the record
24 as to how the pieces of the puzzle fit together. And I
25 think you have done that with the REA, the SIA and the
26 leave-to-construct in the case of Summerhaven.

27 So at least we have better on-the-record communication
28 about this.

1 So I think, Scott, you had -- if there is anything
2 else to be said about this, I don't...

3 MS. ANNIS: No. We're okay.

4 MS. SEBALJ: Helen?

5 MS. NEWLAND: Could I ask that you clarify the record
6 with respect to the undertaking that was on -- that you
7 gave me just before the break, mid-morning break?

8 MS. ANNIS: The undertaking was for the option, I
9 guess -- sorry, can you repeat what you wanted, Helen?

10 MS. NEWLAND: Yes. We asked you how much land you had
11 under option to purchase at your connection point.

12 MS. ANNIS: I am assuming that is not relevant.

13 MS. NEWLAND: And when that option was acquired.
14 Those were the two questions I did ask.

15 MS. SEBALJ: I think you also asked how much of it was
16 under lease, and how much of it was --

17 MS. NEWLAND: Right. I qualified my question right
18 now by saying: When did you acquire an option to purchase,
19 and how much did you purchase, or how much was that option
20 for?

21 MS. ANNIS: We will make best efforts to get that
22 information.

23 MS. SEBALJ: So you weren't able to get it on the
24 break?

25 MS. ANNIS: No.

26 MS. SEBALJ: And we didn't give it an undertaking
27 number because we were waiting to see. So I think we are
28 at TCK1.6.

1 UNDERTAKING NO. TCK1.6: TO PROVIDE RESPONSE TO HOW
2 MUCH LAND IS UNDER OPTION TO PURCHASE AT THE
3 CONNECTION POINT, HOW MUCH LAND IS UNDER LEASE, AND
4 WHEN THE OPTION WAS ACQUIRED.

5 MS. SEBALJ: And then, Scott, I think you had
6 something of a follow-up nature, as well?

7 MR. STOLL: Yes. It just goes to the one issue we had
8 raised around the potential for induction.

9 Given what you have given us for a design, we were
10 going to go back and have Dr. Petrache do an analysis to
11 say either there is no issue or we think there might be an
12 issue, and we were going to file that as evidence so that
13 you could be able to comment on that.

14 MS. ANNIS: At a later point, or -- sorry.

15 MR. STOLL: I think to do the induction calculations
16 and stuff would take a few days. So it would probably take
17 us a couple of weeks to be able to file it.

18 Like, the concern I have is if we go into
19 submissions --

20 MS. ANNIS: Are you thinking the parties just share
21 this information between them?

22 MR. STOLL: I would rather just file it on the record
23 so the Board would have it in case we do refer to it as
24 part of submissions. It may be that we can say there is no
25 induction issue, and then it is no big deal, but it is on
26 the record.

27 I just don't want to preclude having only -- the
28 information only available to you and us, if it needs to

1 be, or if it is something that we want to comment on as the
2 final part of this.

3 [Mr. Greenhouse and Ms. Annis confer]

4 MR. STOLL: The intention would be to file it as
5 evidence so we could make submissions. Sorry if I wasn't
6 clear.

7 MS. SEBALJ: Yes, that was clear to me.

8 MS. ANNIS: Scott, I think what we had proposed there
9 was doing a pre-construction study in the event that --
10 because, as I think they had stated, is that the design
11 could change a little bit here and there and that it is
12 pretty specific.

13 So I think what they are offering is a pre-induction -
14 pre-construction study that would give you a baseline and
15 be able to work with that, because I think, again, their
16 position is that they haven't run into an induction issue
17 that hasn't been solvable.

18 MR. STOLL: We were thinking if we could do basically
19 the tabletop analysis and confirm, at a high level. If it
20 is not an issue, then we're fine.

21 If it is potentially an issue, then our submission
22 might be we don't -- we don't mind you being in the right
23 of way, but we might want you two metres back, further away
24 from the edge of the municipal right of way, or in the
25 centre to avoid any sort of induction issue. That is what
26 we're thinking.

27 We just want to make sure that the evidence would be
28 on the record that we could speak to, so that we would have

1 the ability to make submissions in that respect. So that
2 is the idea. So I am not precluding what you are offering,
3 but...

4 MS. ANNIS: Okay.

5 [Witness panel confers with Ms. Annis]

6 MS. ANNIS: Scott, maybe I think the only way here is
7 that because induction is so specific to the design, and,
8 again, the design will -- the final design will depend
9 really, like, with landowners and stuff, like angles and
10 stuff like that.

11 But perhaps if you are going to do such a study, that
12 maybe you could look at a couple of different scenarios and
13 that you just kind of do it in cooperation. Does that make
14 sense?

15 MR. STOLL: If you want to provide a different, like,
16 layout, that's fine with us.

17 MS. ANNIS: We just don't want to be tied to something
18 that in the end changes and...

19 MR. STOLL: And what we're -- if we can say, Look, we
20 think there might be an induction issue, but our numbers
21 show if you are a metre further away or two metres further
22 away there is no issue, then we would just say -- we would
23 ask that you either agree to it or the Board order it as a
24 condition.

25 But I don't have a problem running a second scenario.

26 MS. ANNIS: Okay.

27 MR. STOLL: So if they could provide the scenario in
28 addition to the one proposed in their exhibit, we will run

1 that.

2 MS. ANNIS: Could they -- I guess the only thing
3 that -- is it possible to do the study, at least get
4 confirmation of your methodology, or can there be some back
5 and forth in terms of --

6 MR. STOLL: I don't have a problem with having some
7 discussions off line --

8 MS. ANNIS: Okay, that's good.

9 MR. STOLL: -- so we don't end up fighting about the
10 math.

11 MS. ANNIS: Yes. I think that's what we're looking to
12 avoid.

13 MR. STOLL: These guys are a lot smarter about the
14 math on these things, so if we can get to a common
15 understanding, and if we end up not being able to, we will
16 deal with that and you can say -- make your submissions
17 about where you think we have an error.

18 MS. ANNIS: I'm assuming -- I guess the only other
19 concern would be from a timing perspective. We wouldn't
20 want this to hold up the proceeding in any way. Otherwise,
21 we might object to it. But, by all means, I think the
22 client is ready to participate in any discussions that you
23 need to --

24 MR. STOLL: I think we were figuring that we could
25 file something no later than two weeks from today. I don't
26 know if that...

27 MS. ANNIS: I would probably need a clearer statement
28 from the Board that our timelines wouldn't be impacted if

1 we agreed to this, or just a clear understanding I guess
2 from the parties.

3 I don't know if the Board can rule.

4 MS. SEBALJ: It is really not up to the Board. If new
5 evidence is going to be filed, then there has to be an
6 opportunity -- I mean, to the extent that the parties can
7 agree and it is evidence that everyone agrees on, then that
8 obviously makes it simpler.

9 If it is evidence that is filed by one party and the
10 other party wants to either file counter evidence or ask
11 questions about it to set the record straight, then there
12 is a process around that.

13 I don't think that the Board could guarantee it is not
14 going to impact -- I mean, provided that this is the
15 clarification that people needed, we would have likely gone
16 to submissions next, I would imagine, with -- you know,
17 with the caveat I would have to check with the Panel to
18 determine what they want to do.

19 So it would affect timelines in that respect.

20 MR. STOLL: Like, we can commit to doing a quick
21 turnaround on any submissions afterwards to try and keep
22 things on track timing wise.

23 But they're also subject to the REA timing, as well,
24 so if they're not looking at getting a decision a decision
25 for several months on REA, getting a decision in two months
26 on this shouldn't be a problem.

27 MS. SEBALJ: Yeah. I mean, I should have said that if
28 this is evidence that is relevant and appropriate, then it

1 should be filed.

2 So, again, I am not the decision maker. So if there
3 is an intention to file evidence, it will be up to the
4 decision maker to decide if it is relevant and appropriate,
5 and then make provision for that or not, as it were.

6 But to the extent that the parties can agree,
7 obviously that makes it a little bit simpler. So it sounds
8 like an offline conversation, and then potentially a letter
9 to the Board to let us know, give us a heads-up or a phone
10 call, frankly, to Board Staff to let us know what the
11 intention is so that we can proceed accordingly.

12 MR. STOLL: Okay, all right. That's fine.

13 MS. SEBALJ: Is that acceptable?

14 MR. STOLL: Yes. That's fine with us.

15 MS. SEBALJ: All right. Is there anything else?

16 Anyone? Going once. Going twice. Carl?

17 MR. BURRELL: Actually, I do have one clarification.
18 It relates to the issue of the discussion around the common
19 switching station and the basis on which the single
20 switching station option is being pursued in both cases.

21 With regard to the modification that would be required
22 to accommodate the common switching station to the right of
23 way for both projects, is it about the same, or is it one
24 project would be more adversely impacted by the other?
25 Just picking up on something Helen noted in her comments
26 that one of the parties would have to build a line to
27 connect to the switching station.

28 So the changes that would be required to their right

1 of way, as you currently -- as currently defined by both
2 projects, is it about the same modification that would be
3 required in both cases or one project would be more
4 impacted?

5 MS. ANNIS: I think that both projects, given their
6 schedules -- sorry, I can't look at you, Carl, and talk
7 into the mic, but I think both projects, given their
8 schedules and the stage at which they're advanced in the
9 REA, would be equally impacted at this point.

10 MR. BURRELL: Okay.

11 MR. ZHLATIC: I can add, basically, depending on where
12 the location is chosen, be it at NextEra's or be it Capital
13 Power, the party that has to move is the one that is
14 impacted and, you know, it impacts their schedule.

15 Does that make sense?

16 MR. BURRELL: Yes. That is what I was trying to
17 understand.

18 MR. ZHLATIC: So you are picking a winner and the
19 loser, is basically -- could be the result.

20 MR. BURRELL: One party is required, the section 92,
21 and the other is not. The other is --

22 MR. ZHLATIC: Yeah, but I mean -- okay.

23 We don't want to see NextEra negatively impacted, and
24 similarly, we don't want to be negatively impacted by being
25 forced to a common connection.

26 The bottom line, I think, is what Ben Greenhouse
27 explained very well. I don't think either company was
28 adverse to doing a common connection. The fact is both of

1 us were well advanced in our REA permitting at the time,
2 and we were hit with the proposal pretty late in the game
3 and it would have required one of us to get back out in the
4 field and start doing a lot of additional environmental
5 studies. And it would have been -- one of us would have --
6 a project would have been delayed. And it could have been
7 at least a year, because there is only certain times of the
8 year when you can get out and do the studies that you need
9 to do, that we would have needed to do along that
10 transmission corridor.

11 So great idea, just bad timing.

12 MR. BURRELL: You realize that the SIA and CIA are
13 requirements regardless, and so it is really up to the
14 proponent to -- when those studies are actually triggered?

15 MR. ZHLATIC: But the fact is that the timelines that
16 the SIAs are moving under are not compatible with a
17 developer's project schedule and timelines.

18 And there are more components. You are looking at it
19 very much through the IESO's lens, and basically saying,
20 from your perspective, a common connection makes the most
21 sense.

22 We have other considerations. We have permitting
23 considerations. We have turbine orders. There is land to
24 be acquired. It is not just a simple case of: Well, geez,
25 I think a common connection looks good. I don't really
26 care where you are in your permitting process. This is
27 what you are going to do.

28 I mean, it has implications for both proponents --

1 MR. GREENHOUSE: And Carl, if I could just -- maybe I
2 misunderstood what you said, but under the FIT program, it
3 is not the proponent's choice when the SIA or the CIA is
4 triggered.

5 We were forced to rescind SIAs and CIAs, and then we
6 could only apply within a certain window after we were
7 offered a contract. So it was not at our leisure to
8 trigger the SIA and the CIA.

9 MR. BURRELL: That's correct. There is also a
10 standard by which both studies have to be completed. I
11 believe those studies were completed within that timeframe.

12 So to the extent that it has some impact on your other
13 planning, that we would expect that timeframe to be
14 consistent with your planning.

15 MR. GREENHOUSE: That's true. I guess -- and I won't
16 spike for Capital Power -- we took some comfort from the
17 previous SIA we had, which did not include this discussion
18 when we did our planning. As I am sure you are aware, part
19 of the FIT process is to suggest an aggressive -- was to
20 suggest an aggressive schedule to meet the province's goals
21 for renewable energy, which is what NextEra -- I won't
22 speak for Capital Power -- but which is what is NextEra
23 did. And the assumptions we built into that schedule were
24 based on a previous document from the IESO.

25 MR. BURRELL: Okay. That helps. Thanks.

26 MS. SEBALJ: That was a helpful discussion for us, as
27 well.

28 Unless there is anything else, I will thank everyone

1 for coming, and thank Teresa, as well.

2 And again, we will wait to hear from you on the
3 induction issue. If we don't hear from you, we will have
4 to get in touch, because I am sure we will be given
5 directions to issue the next procedural order.

6 So as long as we hear from the parties; otherwise you
7 will hear from us. Thanks, everyone.

8 --- Whereupon the conference concluded at 2:37 p.m.

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