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August 3, 2011

BY COURIER, EMAIL AND RESS

Ms. Kirsten Walli
Board Secretary
Ontario Energy Board
2300 Yonge Street
27th Floor, Box 2329
Toronto, ON M4P 1E4

Dear Ms. Walli:

**Re: Reply Submissions of Haldimand County Hydro Inc.
Board File No. : EB-2011-0027**

Please find enclosed two (2) hard copies of the Reply Submissions of Haldimand County Hydro Inc. ("HCHI") for proceeding EB-2011-0027.

An electronic version of the Submissions has been filed through the Board's RESS today.

If there are any questions, please contact the undersigned at your convenience.

Yours truly,

AIRD & BERLIS LLP



Scott A. Stoll
SAS/ hm
Encl.

cc: Applicant
All Intervenors
L. Payne
K. Sebalj, OEB
N. Mikhail, OEB

10506156.1

1
2 **ONTARIO ENERGY BOARD**

3
4 **IN THE MATTER OF** the *Ontario Energy Board Act, 1998*,
5 S.O.1998, c.15, Schedule B, as amended (the “**OEB Act**”)
6

7 **AND IN THE MATTER** of an application by Summerhaven Wind
8 LP (the “Applicant”) for an order under section 92 and subsection
9 96(2) of the OEB Act granting leave to construct an electricity
10 transmission line and related facilities.
11

12 **REPLY SUBMISSIONS OF**
13 **HALDIMAND COUNTY HYDRO INC.**
14

15 Haldimand County Hydro Inc. (“**HCHI**”) is, pursuant to Procedural Order No.8, replying to the
16 submissions of the Applicant, Summerhaven Wind LP (“**Summerhaven**”) filed July 28, 2011. In
17 a couple of instances, HCHI does address, briefly, the submissions of other intervenors and
18 Board Staff. HCHI does request clarification of Board Staff’s suggestion to ensure the proper
19 studies will be conducted if the Board determines such studies are necessary.
20

21 **Part I. Broader Public Issues**
22

23 HCHI has previously indicated that the Application gave rise to a number of concerns that have
24 a broader policy dimension for the electricity industry. It was this recognition that prompted
25 HCHI to file the motion requesting a generic proceeding to consider the broader policy issues.
26 HCHI notes the Applicant and other participants have recognized that this specific Application
27 raised a number of issues of relevance to the development of other generation projects. Given
28 this recognition, HCHI would encourage the Board to initiate a separate process to scope and
29 review broader policy issues and to include other organizations such as the Ontario Power
30 Authority and the Ministry of the Environment who have a role in such projects in any such
31 proceeding.
32

33 HCHI does not necessarily agree with Summerhaven in respect of certain comments that all
34 “distributors” are equal under the Electricity Act, 1998 (the “**Electricity Act**”). HCHI would
35 submit there is the potential for a hierarchy of priorities or rights to a municipal right-of-way to be
36 established if the corresponding interests of various types of “distributors” is found to exist. For
37 example, the Electricity Act, section 28¹, obligates distributors to connect new customers. Are

¹ Electricity Act, 1998, S.O. 1998, c.15, Schedule A, section 28 which is reproduced below:

28. A distributor shall connect a building to its distribution system if,
(a) the building lies along any of the lines of the distributor’s distribution system; and
(b) the owner, occupant or other person in charge of the building requests the connection in writing.

1 distributors, such as Summerhaven, required to meet this obligation? If not, then would the right
2 to use the municipal right-of-way not be higher for the entity that does have the obligation to
3 serve? Further, the Transmission System Code expressly distinguishes between licensed and
4 unlicensed transmitters which may be a reason for distinguishing or prioritizing a claim to the
5 use of the municipal right-of-way.

6
7 Section 96(2) of the *Ontario Energy Board Act, 1998*² (the “**OEB Act**”) provides a direction to
8 the Board that it should consider other government policies and the promotion of renewable
9 energy sources. Such an analysis would have to be considered with specific evidence of the
10 policies that may be at work at any particular time during an application. The OEB Act does not
11 state or even suggest the Board has an obligation, as stated by Summerhaven, that the Board
12 ensure the least expensive cost is imposed on a renewable generator. If Summerhaven’s
13 position was correct, the provisions of the Distribution System Code and Transmission System
14 Code for connection of renewable generators would not be as currently drafted.

15
16 96.(2) In an application under section 92, the Board shall only consider the following
17 when, under subsection (1), it considers whether the construction, expansion or
18 reinforcement of the electricity transmission line or electricity distribution line, or the
19 making of the interconnection, is in the public interest:

- 20 1. The interests of consumers with respect to prices and the reliability and quality of
21 electricity service.
22 2. Where applicable and in a manner consistent with the policies of the Government of
23 Ontario, the promotion of the use of renewable energy sources.

24
25 Further, there is no evidence on the record about the cost implications to Summerhaven of
26 being required to use various design options. Even if Summerhaven costs were relevant, which
27 they are not in this proceeding, there is no obligation upon the Board to ensure the
28 Summerhaven design is the least costly for Summerhaven.

29
30 HCHI also rejects the notion that a generator only has to accommodate an imminent, publicly
31 available detailed design of a distributor. First of all, the concept of imminence advanced is not
32 defined and would be difficult to reconcile with the constantly evolving distribution system.
33 HCHI has indicated that the distribution system is impacted by new projects such as the three
34 wind projects (EB-2011-0027, the Capital Power project – Port Dover and Nanticoke Wind
35 Farm, and the Grand Renewable Wind Farm EB-2011-0063); other potential new generators;
36 load connections, system integrity and end of life, municipal or other replacement/relocation
37 projects. It has only been in the last several months that details of the current Application and
38 the other generator projects have become known to HCHI. To expect a distributor to have detail
39 design drawings at the ready as Summerhaven’s position would require is not appropriate.
40 Finally, it is good utility practice to design to avoid problems rather than relying on post-
41 construction mitigation strategies to deal with problems after they occur. In fact, the avoidance
42 of an impact is the first option during the environmental review of projects.

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² *Ontario Energy Board Act, 1998*, S.O. 1998, c.15, Schedule B.

Part II. New Evidence

HCHI would note that Summerhaven continues to attempt to bring forth new evidence during its submissions. Further, following HCHI's submissions, Summerhaven suggested that HCHI was wrongfully submitting new evidence. In correspondence filed with the Board on June 29, 2011 HCHI provided a detailed response demonstrating that each of its submissions was fully supported by the evidence. HCHI would also note that much of the submission of Capital Power dated June 22, 2011 was not based upon evidence in the hearing but new evidence related to the completion of its renewable energy approval. The Board should be cautious about accepting untested evidence, or providing significant weight to such, especially when there is other evidence that has been tested through the interrogatory process.

Specifically, Summerhaven has filed new evidence relating to the purported positions of the landowners in negotiations (paras. 30-34); Schedule B Photos; Schedule C Peak Induction Study and Schedule D – The Peak GPR Study. Summerhaven has relied upon the new evidence of the landowner preference to justify its currently proposed running line³ and an alternative solution of locating within the right-of-way. This seems contrary to the draft easement that has been put forth by Summerhaven for a 30 metre wide easement which provides for both exclusivity and quiet enjoyment(Exhibit B, Tab 6, Schedule 3, clause 1 and 2).⁴

In its submissions filed July 28, 2011, Summerhaven's first alternative to its now proposed 5 metre offset is a relocation to the municipal right-of-way. Immediately resorting to the municipal right-of-way is contrary to Summerhaven's position during the Technical Conference that it would proceed to expropriation if it was unsuccessful with the negotiation of land rights.⁵ HCHI would note, however, that much of the technical evidence provided supports HCHI contention throughout this proceeding that there is a real risk of the proposed transmission line impacting the distribution system.

Part III. Comments Regarding the New Proposed Design

(a) Incorporation of HCHI Design

HCHI went to considerable effort and expense to provide a complete design for the Concession Road 5 area, including GPS coordinates for each proposed pole. This design was filed July 13, 2011. In a letter dated June 29, 2011, Summerhaven wrote the following:

"In order for Summerhaven to respond to the proposed conditions put forward by Board Staff and HCHI, Summerhaven hereby requests that the Board grant additional time to submit its Reply. Further, given the nature of the proposed conditions and their relation to the potential conversion of the current distribution system, it would be helpful if information respecting such potential conversion be provided. Board Staff proposed that

³ The original Application did not include a specific location. During the Technical Conference, Summerhaven proposed a slightly different running line than is being proposed during the submissions Exhibit TC-J1.5

⁴ Exhibit B, Tab 6, Schedule 3 includes the following language "an exclusive easement and right-of-way in perpetuity".

⁵ Transcript, Technical Conference, May, page 8, ll. 18-28 and page 9, ll. 1-7.

1 *HCHI provide its proposed design, but did not propose a date by which this should be*
2 *provided. Summerhaven's ability to respond to the proposed conditions would benefit if*
3 *HCHI provided even high-level design information that included pole locations, pole*
4 *height, conductor locations and in-service date.*

5 *To prevent too material a departure from the current schedule, Summerhaven requests*
6 *that HCHI provide pole locations, pole height, conductor locations and in-service date by*
7 *no later than July 8, 2011. If HCHI provides the requested information by this time, or, in*
8 *the absence of this information by this time, Summerhaven develops its own estimated*
9 *pole locations, pole height, conductor locations and in-service date, Summerhaven*
10 *should be in a position to file its Reply by July 22, 2011. This relatively short extension of*
11 *time will not cause prejudice to any party."*

12 In response, HCHI submission of a design for its distribution facilities dated July 13, 2011
13 provided GPS coordinates and field stakes for its planned pole locations, with consistent 60
14 meter span lengths. It does not appear that this information was incorporated into the most
15 recent Summerhaven proposal of July 27, 2011. The Summerhaven drawings are confusing
16 with respect to the planned distribution pole locations. However, the Universal Pegasus report
17 states:

18 *"The transmission line was modeled with span lengths of 131 m [430 ft] based on the*
19 *average span length over the region of parallel routing. The distribution line was*
20 *modeled with span lengths of 65.5 m [215 ft] based on the placement of transmission*
21 *line structures next to every other structure shown in the HCHI preliminary 27.6 kV line*
22 *design [1]."*

23 Therefore, it does not appear to HCHI that Summerhaven took into account the planned layout
24 provided by HCHI. Even if Summerhaven's statement is correct regarding the need for an
25 imminent publicly available design from HCHI, this has been satisfied by the design that was
26 filed by HCHI as part of this proceeding.

27 **(b) 63kA Fault Value**

28 HCHI's consultant, Kinectrics used a 63kA maximum fault current value consistent with the
29 Transmission System Code. Board Staff have supported the approach used by HCHI. The
30 potential for such a maximum fault current value is appropriate. HCHI would note that there is a
31 real potential for additional generation to locate in the area.

32 Currently, there is a second leave to construct proceeding in front of the Board for over 250MWs
33 of generation (EB-2011-0063). Further, with the planned phase out of the Nanticoke coal facility
34 in the next few years, it is quite reasonable to presume additional generation may be located in
35 this area.

36 Also, there was a recent announcement dated March 23, 2011, of which the Board may take
37 judicial notice, regarding a potential 1,200MW natural gas generating facility being proposed by
38 CPV Nanticoke Energy L.P. for Haldimand County. A copy of the announcement regarding the
39 completion of the environmental screening report for this proposal may be found at **Appendix A**
40 to these submissions. HCHI does not know whether such a project will come to fruition but this

demonstrates the potential for additional generation in the area which further reinforces the reasonableness of HCHI's design assumption.

(c) Poles to be located on Single Side of the Road Only

HCHI has advocated that a municipal right-of-way should only have pole lines on a single side. While this is not a mandatory requirement, HCHI has indicated that this is the strongly preferred set up. This was communicated to Summerhaven during previous correspondence and as noted in the December 7, 2010 letter from HCHI to Summerhaven. HCHI would note that the pictures included at Appendix B, which were not previously placed into evidence, show an HCHI pole line on one side of the road and a Bell line on the other side. Bell is not regulated by the Board and so the pictures are of limited value.

Further, the challenging of HCHI's position during submissions in this manner is contrary to the rule of **Browne v. Dunn** (1893) 6 R. 67, H.L. (**Appendix B**). Summerhaven has challenged the proposition put forth by HCHI in respect of this preference but never raised the issue prior to final submissions. The rule in *Browne v. Dunn* requires a party (Summerhaven) to put the issue to the witness (HCHI) where the party seeks to challenge the witness (HCHI) on that issue. This was never done. As such, no weight should be given to Summerhaven's position on this issue.

Finally, HCHI would note that its position with Summerhaven is consistent with position taken with other renewables as documented by Capital Power in the Consultation Report, Appendix H5 Local Utilities – Comment Response Summary.⁶ A copy of this has been attached as **Appendix C**. It should be noted that both HCHI and Norfolk Power expressed a preference for locating poles on only one side of the road.

Part IV. HCHI's Position Incorrectly Stated

HCHI has always been ready and willing to meet with Summerhaven throughout this process and indeed have done so when requested. This includes the meeting held January 28, 2011 to discuss our letter dated December 7, 2011 concerning a high level framework for joint use of collector and distribution poles. The identical letter was sent to all 3 transmission connected renewable generation developers in Haldimand County and has been submitted as evidence in proceeding EB-2011-0027.

HCHI disagrees with paragraph 9 of Summerhaven's submissions which is reproduced below:

"9. The context of this Application is important. The context of this Application is important. The Applicant approached HCHI regarding joint use along right of ways in Haldimand County, for both transmission and collector lines. HCHI was not generally in favour of joint use and therefore the Applicant took action to bury its collector cables,

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http://www.capitalpower.com/generationportfolio/constructiondevelopment/Documents/PortDoverNanticoke/Final%20Renewable%20Energy%20Approval%20Application%20and%20Reports/Folder%20K/PDN-CR_H5_Local.Utilities.pdf

1 *and to build the Transmission Line on private land.⁵ The Applicant has complied with*
2 *this request and expended considerable effort and incurred costs to obtain easements*
3 *from private landowners. Once it became apparent in the hearing process that HCHI had*
4 *issues regarding the Transmission Line on private land, the Applicant offered to enter*
5 *into a mitigation agreement⁶ and has, since then, reached out to HCHI, but with no*
6 *response. To that extent, the Applicant believes it has attempted to engage numerous*
7 *times with HCHI to see if there was a mutually agreeable position regarding many of the*
8 *issues HCHI has raised at the hearing. The Applicant has not received any feedback*
9 *from HCHI. The Applicant remains willing to engage with HCHI at their convenience.”*

10 First, with respect to Summerhaven’s position that it offered to enter a mitigation agreement is
11 an overstatement and misses the fundamental disagreement in the approach being taken by
12 Summerhaven. HCHI has advocated that the proposed transmission line should avoid
13 impacting the HCHI distribution system and customers at the design stage. Summerhaven
14 continues to take the approach that such issues can be mitigated, not eliminated, post-
15 construction despite that the new evidence included in Summerhaven’s submission, that HCHI
16 was correct in being concerned with the potential for the proposed transmission line to impact
17 the distribution system.

18 Second, HCHI has an issue regarding the way events have unfolded in respect of the layout.
19 The following statement is extracted from minutes of a meeting held September 24, 2010:

- 20 • *“NextEra’s preference would be to direct bury conductor on the opposite side of*
21 *the road to Haldimand County Hydro’s overhead distribution system.”*

22 A reference to NextEra is a reference to Summerhaven. HCHI has not provided a full set of the
23 minutes of the meeting referenced but is willing to do so if requested by the Board.
24 Summerhaven is the only renewable generation developer in Haldimand County which initially
25 indicated a preference for installing its collector lines underground.

26
27 **Part V. Clarification of Board Staff Submissions**

28 HCHI reviewed the submissions of the other parties in this proceeding and would like
29 clarification of Board Staff’s submissions regarding required studies and the timeframes for
30 completing such studies. In Board Staff’s submissions, it appears to HCHI that the terms
31 “animal contact potential” (Vcc) and “neutral to earth voltage” (Vp) have been used
32 interchangeably. Specifically, at page 9 of Board Staff Submissions, Summary Table, row 4 it is
33 stated:

34 *“Conduct Animal Contact Potential on 21 properties or subset as determined by HCHI*
35 *along Concession Road 5. The tests per Appendix H of the Distribution System Code [*
36 *Primary Voltage from the primary neutral at transformer to the reference ground rod, Vp*
37 *be recorded with digital device over a period of forty eight consecutive hours].”*

HCHI would note that in respect of Board Staff's submissions identified above, the Vp can be recorded on its own without the involvement of the customer as the work can all be done at the transformer. However, the Animal Contact Potential (Vcc) requires additional measurement locations (Vs) and (Vps) will take additional time and customer coordination as HCHI would require access to the customer's premises. In order to ensure the correct analysis is performed, HCHI request the Board provide specific direction regarding the appropriate tests and timeframes to conduct such tests.

HCHI would note that it currently has only a single power quality analyzer with a stray voltage interface. The purchase of an additional power quality analyzer with a stray voltage interface would be approximately \$20,000. Given the requirement for a 48 hour measurement period for each property and the fact that HCHI only has a single power quality analyzer with a stray voltage interface, it would take more than 42 test days to conduct the studies for all 21 properties. As such, HCHI would suggest a subset of the 21 properties be used.

HCHI would note that these studies are required solely for the proposed construction of the proposed transmission facility and in HCHI's submission these costs should rightfully be the responsibility of the Applicant. As such, HCHI would request that in the event the Board orders HCHI to conduct such studies that the Board order that the Applicant is responsible for paying for such studies and to reimburse HCHI within 30 days of receiving an invoice.

Part VI. Costs

In its original request for intervenor status HCHI noted that it wished to seek costs in the proceeding. This request was denied by the Board but HCHI feels it is appropriate to reconsider the request given the unique nature of this proceeding and the considerable expense that HCHI incurred to file expert evidence regarding the proposed design. HCHI would request the opportunity to make a cost submission for consideration by the Board.

Part VII. Conclusion

To be clear, HCHI has not opposed the development of the Summerhaven Wind Energy Centre. HCHI has indicated that it has a strong preference is for transmission lines to only cross municipal rights-of-way. However, where it is necessary for transmission lines to be located within municipal rights-of-way, HCHI has advocated for such to be buried. HCHI has maintained that its ratepayers should not bear the risk and burden of Summerhaven's proposal.

HCHI has made certain requests for conditions to be included in any order made by the Board which grants the Applicant grant leave to construct. HCHI submits the requests are reasonable and need to be included in any order of the Board.

1 **ALL OF WHICH IS RESPECTFULLY SUBMITTED.**

2 August 3, 2011

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County Hydro Inc.

18 10173545.2

Appendix “A”



COMPETITIVE POWER VENTURES, INC.

NEWS RELEASE

Contact:
Stephen Somerville 416-548-9742
ssomerville@cpv.com

CPV Nanticoke Energy Centre Issues Statement of Completion

- **Clean energy facility poised to create 1200 construction jobs, regional economic activity and manufacturing base support, moving forward -**

Toronto, Ontario, March 24, 2011 – CPV Nanticoke Energy L.P. (“CPV”) announced today that it has issued the Statement of Completion to the Ministry of Environment (“MOE”) to confirm the completion of the Environmental Screening Process for the Nanticoke Energy Centre, a proposed 1,200 MW power generation facility located in Haldimand County, Ontario.

The project has been under development since 2007 and could be in-service by 2015. With this notification to the MOE, CPV has completed the Environmental Screening Process as required in the Environmental Assessment Act (1998). This environmental review—a process which began in December 2007—is a major milestone for the project. Subject to receipt of other approvals and a power purchase contract from the Ontario Power Authority, CPV would proceed with construction of the facility.

“We are very excited about issuing the Statement of Completion to the Ministry for our CPV Nanticoke Energy Centre,” said CPV Chairman Doug Egan. “We are grateful to the many people who worked so diligently through this environmental review process to craft approaches and solutions that helped create a truly outstanding project. When constructed, CPV Nanticoke will be one of the most environmentally benign, technologically-advanced generating stations across Canada.”

The proposed CPV Nanticoke Energy Centre is a highly-efficient, combined-cycle (“two-on-one”) natural gas-powered electric generating station proposed for 15 hectares (ha) of an 80 ha property in Haldimand County. The facility is designed to “ramp-up” and “ramp-down” quickly and efficiently to support power grid variations such as those inherent with wind and solar resources. The project is comprised of two 600 MW blocks of capacity. This means the project can be phased in with the first 600 MWs constructed immediately while allowing for expansion of the remaining 600 MW of capacity.

The project has enjoyed widespread community support both for its outstanding environmental profile—it supports the phase out of coal-fired generation and expansion of renewable resources--and it creates significant economic opportunity for the region. CPV has worked closely with local governments, Six Nations of the Grand River, and Mississaugas of the New Credit First Nations to build strong local ties to maximize these benefits for the entire region.

It is estimated the project will create 1200 construction jobs over a three-year period with the entire community seeing benefits through a significant increase in economic activity. With important local companies like Esso and U.S. Steel dependent upon reliable, efficiently priced electric power, the Nanticoke Energy Centre provides important energy infrastructure to retain and attract the types of

manufacturing sector businesses on which the region is so dependent for jobs.

“CPV’s core mission is driven by the belief that visionary companies can be positive agents of change, both environmentally and economically, for the communities in which we operate,” said Egan. “The Nanticoke Energy Centre is a perfect example of how this approach can create a win-win-win situation for all involved.”

CPV has been building a very active presence across Canada over the past five years. In addition to developing natural gas projects, CPV acquired a portfolio of wind development projects spanning seven provinces from Interwind (formerly known as SkyPower), a Toronto-based renewable development company. CPV’s Canadian office is located in Toronto.

The Ontario Ministry of the Environment is responsible for reviewing major electric generating projects such as CPV Nanticoke to ensure that the environment is not adversely affected by the facility. As required under the Environmental Assessment Act 1998, each completed Environmental Review Report focuses on site specific characteristics relevant to each proposal and provides for stakeholder engagement as an integral part of this process to ensure protection of human health and the natural environment. For more on the Environmental Assessment process, visit the Ministry’s website at:

<http://www.ene.gov.on.ca/en/business/cofa/index.php>

For more information about the Nanticoke Energy Centre project and CPV, please visit the following links:

www.cpvnanticoke.ca and

www.cpv.com

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CPV: Energizing North America’s Future

Competitive Power Ventures, Inc. (CPV) is dedicated to increasing North America’s sustainability; both economically and environmentally by using domestically-available energy sources, like wind, solar and natural gas. CPV’s corporate mission is built around a belief that progressive companies can be powerful agents of change for a better world and a cleaner environment. To this end, we have focused our core activities around developing and operating energy facilities that can make a significant difference in improving the environments and economic well-being of a region.

Headquartered in Silver Spring, MD, with offices in Toronto, Braintree, MA and San Francisco, CA, the company currently has 5,500 megawatts (MWs) of clean, natural gas generation projects in various stages of development across North America. The company’s Asset Management division has more than 4,900MWs of natural gas generation under management and is currently expanding its expertise into ethanol plant management. CPV Renewable Energy Company (CPV REC) is currently developing 5,700 MWs of wind power and photovoltaic projects across the U.S. and Canada. Find out more at www.cpv.com.

Appendix “B”

1894.]

BROWNE & DUNN. [H. L.]

[FROM THE COURT OF APPEAL, ENGLAND.]

BROWNE v. DUNN.*

1893, November 28.

*Defamation—Privilege—Solicitor and Client—Retainer—Malice—Practice—
Evidence—Cross-examination of Witness—Point not raised at Trial argued
on Appeal.*

If a solicitor reasonably believes that his services may be required by a possible client who does afterwards retain him, all communications passing between the solicitor and the client, leading up to the retainer and relevant to it, and having that, and nothing else, in view are privileged.

If the retainer is a genuine proceeding, the fact that the solicitor is not well disposed to the person said to be defamed is not evidence of malice.

Per Lord BOWEN: Whether, when a professional relation is created between a solicitor and a client, and communications pass between the solicitor and the client with reference to the prosecution of a third person, or with reference to proceedings being taken against him, the fact that the solicitor is animated by malice in what he says of the third person would render him liable to an action, provided he does not say anything which is outside what is relevant to the communications which he is making as solicitor to his client. *Quare.*

If in the course of a case it is intended to suggest that a witness is not speaking the truth upon a particular point, his attention must be directed to the fact by cross-examination showing that that imputation is intended to be made, so that he may have an opportunity of making any explanation which is open to him, unless it is otherwise perfectly clear that he has had full notice beforehand that there is an intention to impeach the credibility of his story, or (*per Lord MORRIS*) the story is of an incredible and romancing character.

If one party at a trial deliberately elects to fight one question on which he is beaten, he cannot afterwards on appeal raise another question, although that question was at the trial open to him on the pleadings and on the evidence.

Martin v. Great Northern Railway (1), approved.

APPEAL from the judgment of the Court of Appeal ordering that a verdict for the plaintiff be set aside and that judgment be entered for the defendant.

The action was brought by the appellant against the respondent, who is a solicitor, for a libel contained in the following document, which the respondent had had drawn up by his clerk and had

* Lord HERSCHELL, L.C., Lords HALSBURY, MORRIS and BOWEN.

(1) 16 C. B. 179; 24 L. J. C. P. 209; 3 W. R. 477.

exhibited to the persons who signed it, for the purpose of obtaining their authority to take proceedings against the plaintiff:—

“To MR. CECIL W. DUNN,

“The Vale, Hampstead.

“We, the undersigned residents in the Vale of Health, Hampstead, N.W., hereby authorize and request you to appear before the magistrates sitting at the Hampstead Police Court on Wednesday, the 5th day of August, 1891, and apply, on our behalf, respectively, in whatever way may seem proper and best, against James Loxham Browne, of Woodbine Cottage, The Vale, Hampstead, for a summons and order that the said James Loxham Browne, for the reason that he has continuously for many months past, both by acts and words, seriously annoyed us, and each of us, and other residents in the Vale aforesaid, whereby he has endeavoured to provoke a breach or breaches of the public peace or whereby a breach or breaches of the public peace has been in danger of being committed. That the said James Loxham Browne be bound over for such time as the said magistrates shall think fit, to keep the peace, or for such other order as the said magistrates shall deem proper to make.”

The document was dated 4 August, 1891, and was signed by the following persons: Samuel Hoch, S. Jones, E. Cooke, George McCombie, Thomas Henderson, William Schröder, Benjn. Paine, R. Henderson, H. King.

At the time this document was made the defendant and plaintiff were not on friendly terms, and the defendant knew that two summonses were to be heard the next morning before the local magistrates, one taken out by the plaintiff against Paine, one of the above signatories, for assault, the second taken out also by the plaintiff against Mrs. Hoch, the wife of another signatory, for abusive language. On the morning appointed for the hearing of these summonses, and before the hearing, the defendant mentioned his application to the magistrates, but, at their request, postponed it until the summonses had been heard, and, on the hearing of a cross-summons by Paine, the plaintiff was bound over to keep the peace.

The plaintiff subsequently discovered the document and brought, or threatened, actions of libel against all the parties to it.

At the hearing of the action against the defendant, which was tried before MATHEW, J., it appeared that S. Jones and E. Cooke were a mother and daughter living together, and that Mrs. Jones, the mother, had died before the trial. Mrs. Cooke gave evidence for the plaintiff. All the rest of the signatories, except H. King, who was not called, gave evidence for the defendant.

At the trial, in the language of Lord HERSCHELL, the case made on behalf of the plaintiff appears unquestionably to have been this, that the whole thing was a sham, that Mr. Dunn did not draw up this document having information that people had this ground of complaint, and would desire to retain him as solicitor; but that it was a gratuitous affair, and merely carried out, without any honest or legitimate object, for the purpose of annoyance and injury to Mr. Browne.

The rest of the signatories who were called gave evidence which showed that they had really employed the defendant. McCombie and Hoch, whose evidence is set out in full in Lord HALSBURY'S judgment, were not cross-examined at all, and the rest of these witnesses were cross-examined as to the merits of the various quarrels they had had with the plaintiff. The only evidence as to King was that he had signed the document.

The jury found a verdict for the plaintiff, and assessed the damages at 20l.

The defendant appealed. The Court of Appeal set aside the verdict and entered judgment for the defendant. From this judgment the plaintiff now appealed.

Willis, Q.C. and *Blake Odgers, Q.C.* (*Lincoln Reed* with them) for the plaintiff, in support of the appeal, urged that the document was really a sham, that it was not couched in ordinary language, and contained much that was unnecessary, and on this point they particularly complained of the words printed in italics in this report.

That the document was not privileged, because the fact that each person to whom it was shown signed it eventually was immaterial. Even supposing that all the persons signing knew what the document was, and desired thereby to retain the defendant to apply on their behalf for a summons against the plaintiff, that was not a

circumstance rendering the publication privileged, as the relation of solicitor and client must exist at the moment of publication between the publisher and the person to whom the publication is made.

The unnecessary words were inserted maliciously.

Murphy, Q.C., and *Hugh Fraser*, for the respondents, were not called upon.

Lord *HERSCHELL*, L.C.: [after reading the document, stated the facts from which it arose, and said that it was hopeless for the appellant to contend, with regard to the six signatories who had given evidence for the defendant, that the document was not perfectly genuine, drawn up in a perfectly legitimate way, and really intended by the parties to be what it appeared on the face of it to be. On this subject his Lordship added :]

These witnesses all of them depose to having suffered from such annoyances; they further depose to having consulted the defendant on the subject, and to having given him instructions which resulted in their signing this document; and when they were called there was no suggestion made to them in cross-examination that that was not the case. Their evidence was taken; to some of them it was said, "I have no questions to ask;" in the case of others their cross-examination was on a point quite beside the evidence to which I have just called attention.

Now, my Lords, I cannot help saying that it seems to me to be absolutely essential to the proper conduct of a cause, where it is intended to suggest that a witness is not speaking the truth on a particular point, to direct his attention to the fact by some questions put in cross-examination showing that that imputation is intended to be made, and not to take his evidence and pass it by as a matter altogether unchallenged, and then, when it is impossible for him to explain, as perhaps he might have been able to do if such questions had been put to him, the circumstances which it is suggested indicate that the story he tells ought not to be believed, to argue that he is a witness unworthy of credit. My Lords, I have always understood that if you intend to impeach a witness you are bound, whilst he is in the box, to give him an opportunity of making any explanation which is open to him; and, as it seems to me, that is not only a rule of professional practice in the conduct of a case, but

is essential to fair play and fair dealing with witnesses. Sometimes reflections have been made upon excessive cross-examination of witnesses, and it has been complained of as undue; but it seems to me that a cross-examination of a witness which errs in the direction of excess may be far more fair to him than to leave him without cross-examination, and afterwards to suggest that he is not a witness of truth, I mean upon a point on which it is not otherwise perfectly clear that he has had full notice beforehand that there is an intention to impeach the credibility of the story which he is telling. Of course I do not deny for a moment that there are cases in which that notice has been so distinctly and unmistakably given, and the point upon which he is impeached, and is to be impeached, is so manifest, that it is not necessary to waste time in putting questions to him upon it. All I am saying is that it will not do to impeach the credibility of a witness upon a matter on which he has not had any opportunity of giving an explanation by reason of there having been no suggestion whatever in the course of the case that his story is not accepted.

It seems to me, therefore, that it must certainly be taken that these witnesses, whether they were exaggerating somewhat Mr. Browne's acts towards them or not (that is immaterial), were telling the truth when they said, "We did bring before Mr. Dunn the fact that we had these causes of complaint;"—that, at all events, was the impression which they produced on his mind;—"we did consult him about them, we did want him to act for us, and we did sign this document because we wanted him to act for us."

Now, my Lords, as regards all these persons, except the three whom I will deal with presently, the case is all one way. Having regard to the conduct of the case, it was not open to the learned counsel to ask the jury to disbelieve all their stories, and to come to the conclusion that nothing of the kind had passed. If that is so, there is an end of the case so far as it rests upon the whole of this transaction being a sham, and we start with this, that, as regards all these persons except three, it was a genuine transaction, because the solicitor was really asked to act by people who really felt themselves aggrieved.

Now, my Lords, how is it possible to dispute that a communication of that sort was privileged? It seems to me, further, that there

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is no evidence of malice, because malice means making use of the occasion for some indirect purpose, that the transaction was not genuine, and was not really directed to that to which it appeared to be directed.

Now it has been ingeniously argued that, as regards these persons, this document was shown to them before they signed it, and therefore before they retained Mr. Dunn; that at that time he was not acting as their solicitor, and that therefore, although it was shown to them with a view to his acting, and although it resulted in their retaining him to act, yet there was a publication before any such relation existed between them. My Lords, of course that would not be true as regards the first signatory, and I refer to that because, as I threw out in the course of the argument, I am by no means prepared to adopt the view that was suggested and was said to extend even to the case of a shorthand writer, that a person to whom another communicated by word of mouth defamatory matter, and who wrote it down and merely handed it back to the person who made the communication, would by so doing publish the defamatory matter. I am not prepared, as at present advised, to lay down such a proposition.

But then it is said, as regards all except the first signatory (and no doubt with more plausibility in their case), that the document was shown signed already by certain people, and that when so shown at that moment there was publication, and at that moment there could be no privilege. Now, my Lords, I will assume that showing it under those circumstances was sufficient publication; but I cannot for a moment accede to the argument that the occasion was not a privileged one. I do not think that it was a point taken at the trial, because, as I say, the only point taken at the trial, as far as I can see, was that the whole thing was a sham; but it seems to me that when communications pass between a solicitor and those who he reasonably believes will desire to retain him, and to whom he makes a communication in relation to that, and who do retain him, the whole of those communications leading up to the retainer and relevant to it, and having that and nothing else in view, are privileged communications, that the whole occasion is throughout privileged. There is no authority, so far as I know, to

the contrary, and it seems to me that to lay down any other doctrine would be very gravely contrary to the public interest. Therefore, my Lords, as regards this transaction the occasion appears to me to have been very clearly privileged, and I can see no evidence of malice. If the occasion was privileged in the sense to which I have alluded, and if the transaction was a genuine one, and what passed between people who were really desirous of retaining a solicitor, and that solicitor was retained, it seems to me that the fact that that solicitor was not particularly friendly in his disposition towards the person against whom proceedings were to be taken does not take away the privilege or make the action a malicious action on his part in the eye of the law.

Then it was said that the language of the document may be so extravagant and so much in excess of the necessities of the occasion that that of itself is evidence of malice. My Lords, I should not for a moment dispute that proposition; but in the present case I do not see anything in this document which was not strictly relevant to the purpose and object of the document. It may be that there were some unnecessary words in it, that a shorter form might have sufficed to serve the purpose; but the fact that the document is more full in its terms than is necessary certainly would not in itself be any indication of malice, unless you come to the conclusion that the words are put in in such a way, or have such an effect, as to point to the conclusion that they were not put in for a legitimate purpose, but were put in with the object of defaming the plaintiff. I can see no evidence of that kind here.

Now, my Lords, I for my own part conceive that when once that conclusion is arrived at there is an end of the case; because I do not think that any separate case was made at the trial as regards showing the document to Mrs. Cook, Mrs. Jones or Mr. King. Nevertheless, that point having been made here, I will deal with it and will say a few words upon it. As regards Mr. King, I will dismiss it at once; I see nothing in the point as regards Mr. King. All that we know with respect to Mr. King is that on the morning of the trial, or rather of the proposed application to the magistrates, Mr. King signed this document at the Court. There is no suggestion that his reason for signing it was not that he was anxious to retain Mr. Dunn. There is no evidence that he had never

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previously made any complaints or that he had not been a person who to Mr. Dunn's knowledge would be likely to sign such a document, because he had represented himself as an aggrieved person. Having no evidence of that, we must take the document and the signature; and I cannot see the slightest ground for supposing that Mr. King's position is in the least different from that of the other signatories.

As regards Mrs. Cook and Mrs. Jones, we have certain facts proved by Mrs. Cook. Mrs. Cook's case, as stated in her evidence, is that she did not know what was in this document at all, that she never read it, that something was said to her about Mr. Browne, but that as to the terms of the document and as to her assenting to them she did not assent to them because she did not read them. As regards Mrs. Cook's case, I confess that the dilemma seems to me to be complete. If she read this document and signed it, she has not even herself said that she did not understand what she read, or that she did not mean what she signed. Her only case is that she did not read it. If she signed it, she must be taken to have understood it, and to have meant what she said. If she did not read it, then there was no publication. Therefore it seems to me that, as regards her case, there is this absolute dilemma: either it was not published to her, or if it was published to her, she is in exactly the same position as the other signatories, and she is not a person who can be regarded as a stranger to the entire transaction, because she herself admits that she had brought it home to Mr. Dunn's mind, not that she had been annoyed—she will not use that word—but that she had been at least worried, because she had been informed by the neighbours that Mr. Browne had been in the habit of haunting her house, and she thought that it might prejudice her if her lodgers came to know of it. Therefore it is natural, as it seems to me, and in no way improper, that Mr. Dunn having had that communication from her, and finding that other people thought that the nuisance had grown too intolerable to be submitted to, he should go to see Mrs. Cook to ascertain whether she also would desire to put the matter into his hands, and to have the same steps taken. In that view of the case, as regards Mrs. Cook, it seems to me that there is either no publication, or that her case is the same as that

of the other signatories with whom I have already dealt. And so as regards Mrs. Jones. We do not know the circumstances under which Mrs. Jones signed. She was the mother of Mrs. Cook, and living in the same house she would be certain to go and talk to her daughter about it; and, if she was confined to the house, she was at least as likely as any other inmate of the house to be annoyed. Under those circumstances she signs this document, and I say that she must be taken to have intended Mr. Dunn to act for her. What passed in relation to her signing the document was strictly confined to matter relevant to the question of her employing him, as others had employed him, to act for her on account of Mr. Browne's proceedings.

Therefore, my Lords, I cannot see anything here to entitle the plaintiff to rest his case upon the transactions with Mr. King, Mrs. Cook, and Mrs. Jones, unless it be a fact which would cut away the whole foundation for his case by showing that there was no publication.

Under these circumstances, I submit to your Lordships that the judgment appealed from ought to be affirmed and the appeal dismissed.

LORD HALSBURY: My Lords, I am entirely of the same opinion. [His Lordship then referred to a misdirection by the learned Judge at the trial, which does not call for report, and continued:]

My Lords, I cannot but think that this case, although the amount involved is small, raises very important questions indeed. Amongst other questions, I think it raises a question as to the conduct of the trial itself, and the position in which people are placed, when, apart altogether from the actual issues raised by the written pleadings, the conduct of the parties has been such as to leave one or more questions to the jury, and those questions being determined, they come afterwards and strive to raise totally different questions, because, upon the evidence, it might have been open to the parties to raise those other questions.

My Lords, it is one of the most familiar principles in the conduct of causes at Nisi Prius, that if you take one thing as the question to be determined by the jury, and apply yourself to that one thing, no Court would afterwards permit you to raise any other question. It

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would be intolerable, and it would lead to incessant litigation, if the rule were otherwise. I think *Dr. Blake Odgers* has, with great candour, produced the authority of *Martin v. Great Northern Railway* (1), which lays down what appears to me to be a very wholesome and sensible rule, namely, that you cannot take advantage afterwards of what was open to you on the pleadings, and what was open to you upon the evidence, if you have deliberately elected to fight another question, and have fought it, and have been beaten upon it.

My Lords, so far as regards the conduct of the trial, it appears to me that nothing could be stronger than what the learned Judge himself said at the very commencement of his remarks in the presence of the learned counsel, who, if it was not accurate, were bound then and there to intervene and say so. The learned Judge says at the commencement of his summing up, after he has introduced the facts to the jury: "We have to deal with the law in this matter, and the case is fairly put by *Mr. Willis* in the only way in which he could put it. He cannot ask you to treat this as a libel, unless you are satisfied that the whole thing was a sham got up by the defendant for the mere purpose of disparaging the character of the plaintiff." My Lords, after that statement by the learned Judge, which is at the commencement of his summing up, the learned counsel, not intervening at all, but allowing the learned Judge to leave that as the one question to the jury, it appears to me that it is absolutely hopeless, in any other Court, afterwards to attempt to raise any other question than that which the learned counsel deliberately elected to allow the learned Judge at all events to leave to the jury as the only one which was to be put to them.

My Lords, with regard to the manner in which the evidence was given in this case, I cannot too heartily express my concurrence with the Lord Chancellor as to the mode in which a trial should be conducted. (To my mind nothing would be more absolutely unjust than not to cross-examine witnesses upon evidence which they have given, so as to give them notice, and to give them an opportunity of explanation, and an opportunity very often to defend their own character, and, not having given them such an opportunity, to ask the jury afterwards to disbelieve what they have said, although not

one question has been directed either to their credit or to the accuracy of the facts they have deposed to. In this case I must say it would be an outrageous thing if I were asked to disbelieve what Mr. Hoch says, and what Mr. McCombie says, after the conduct of the learned counsel when they were examined at the trial. Mr. George McCombie is called and asked: "(Q.) Did you give him any instructions?—(A.) I said, could nothing be done to prevent Mr. Browne annoying us as he was every night? (Q.) Did you receive advice from him as to what could be done?—(A.) Yes. (Q.) Will you look at this document? Is that your signature?—(A.) (Looking at the document.) Yes, sir. (Q.) Was that document brought to you by Mr. Dunn?—(A.) I went round to his house. (Q.) There you saw the document. Did you read it?—(A.) I did. (Q.) And signed it?—(A.) Yes, I signed it. (Mr. Willis.) I have nothing to ask you." My Lords, it seems to me that it would be a perfect outrage and violation of the proper conduct of a case at Nisi Prius if, after the learned counsel had declined to cross-examine the witness upon that evidence, it is not to be taken as a fact that that witness did complain of the plaintiff's proceedings, that he did receive advice, that he went round to Mr. Dunn as a solicitor, and that he did sign that retainer, the whole case on the other side being that the retainer was a mere counterfeit proceeding and not a genuine retainer at all.

My Lords, the same course was pursued with regard to Hoch. He says: "Ever since the year 1888 he has constantly annoyed and insulted me, but only when there were no witnesses by—when I have been walking quietly out. He has sneered, grunted, sputtered, and occasionally burst into a brutal guffaw. That has been going on until the time when he was bound over to keep the peace, when it ceased. But since that time he has tried to resume these performances, only for a whole year and more I have persistently avoided meeting him, and so I have not given him any opportunity of insulting me. (Q.) Did you give instructions to Mr. Dunn to act for you.—(A.) On that account. (Q.) That was before the month of August, 1891?—(A.) I forget the date. (Mr. Willis.) I have nothing to ask you, sir." Therefore, here are two witnesses, who may be taken as examples of others, as to both of whom it cannot be denied that, if their evidence is true, they went to Mr. Dunn and

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gave him instructions, and that the retainer was drawn up for the purpose of embodying the authority to Mr. Dunn to act. Under those circumstances what question of fact remains? What is there now for the jury after that? If *Mr. Willis* admits before the jury—as I say, by the absence of cross-examination, he does admit—that these statements are true, what is there for the jury? It is impossible, as it seems to me, therefore, to dispute for a moment that, in the manner in which this cause was conducted, that absolutely concluded the question. [His Lordship then expressed concurrence with the Lord Chancellor's view as to the signatories who had not been called.]

Now, with all the materials before us, what has been suggested as otherwise than proved by these facts? As I have already said, the conduct of the cause seems to me to amount practically to an admission that there was, I will not call it a retainer, but an employment, of Mr. Dunn; I will not use any technical phrase, because I think *Mr. Willis*, rightly enough, abandoned any argument derived from any particular force in the word "retainer," and used the word "employment." I think there was an employment, because these witnesses, if they speak truly, did employ Mr. Dunn to do the thing he did, and he did nothing but what he was employed to do, and if so, then, as *Mr. Willis* very candidly admitted yesterday, if he was really employed, there was an end of the case. That was the question on which the whole case turned at the trial, and if your Lordships were to send this case now to a new trial it would only be sending it to be tried again with the direction to the Judge that he must not, upon this evidence (for that is the test which we must apply, not upon any new evidence, but upon this evidence), leave the question of malice to the jury. I am of opinion that, if he did that, he would do wrong. That there was actual employment was admitted at the trial, because the learned counsel for the plaintiff refused to cross-examine the witnesses, who proved that which, if proved and correctly stated, did amount to employment.

Therefore, my Lords, I entirely concur in the motion that this appeal be dismissed.

Lord MORRIS: My Lords, I entirely concur with the judgment of

the Lord Chancellor and of my noble and learned friend opposite. There are only one or two points upon which I should like to offer a few observations.

In the first place, it appears to me that the learned Judge put the real question to the jury as to whether this alleged employment of Mr. Dunn was a real and *bonâ fide* employment, or an unreal and sham employment in order to enable him maliciously to libel the plaintiff. That appears to me to have been the point which was put by the learned Judge, and it appears to me to have been the point upon which the whole trial went, and upon which the trial properly went, because, when one publication is proved that goes to the root of the entire controversy: the question was, was the employment a real one? If so, Mr. Dunn was privileged. If it was an unreal one, he had no privilege—the whole thing was a sham, and he was acting maliciously.

My Lords, there is another point upon which I would wish to guard myself, namely, with respect to laying down any hard-and-fast rule as regards cross-examining a witness as a necessary preliminary to impeaching his credit. In this case, I am clearly of opinion that the witnesses, having given their testimony, and not having been cross-examined, having deposed to a state of facts which is quite reconcilable with the rest of the case, and with the fact of the retainer having been given, it was impossible for the plaintiff to ask the jury at the trial, and it is impossible for him to ask any legal tribunal, to say that those witnesses are not to be credited. But I can quite understand a case in which a story told by a witness may have been of so incredible and romancing a character that the most effective cross-examination would be to ask him to leave the box. I therefore wish it to be understood that I would not concur in ruling that it was necessary, in order to impeach a witness's credit, that you should take him through the story which he had told, giving him notice by the questions that you impeached his credit.

Lord Bowen: [His Lordship agreed that the case made at the trial seemed to have been that there had been no genuine employment of the defendant, and that the document was a sham concocted for purposes of malice; that the verdict, if supported, could only be supported on that ground; but that, on the evidence of six of the

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signatories, taken in conjunction with the evidence of Mrs. Cooke, it was impossible to deny that there had been a real and genuine employment of the defendant; and that on the issue so presented to the jury judgment must be entered for the defendant. His Lordship added:] And I think, as the Lord Chancellor and my noble and learned friends who have preceded me have said, that it would be *pessimi exempli*, and contrary to all one's experience at *Nisi Prius*, and contrary to the best interests of justice, if a plaintiff, who had obtained a verdict from a jury upon one issue which he had presented to them, were allowed to sustain it by fishing out various causes of action, which he had not presented to the jury, and upon which their verdict was not asked for, and upon which damages unquestionably were not given. [His Lordship added that, although this was enough to end the case, he would consider the reasons which it was urged might sustain a verdict, though not the one given by the jury. He expressed concurrence with the Lord Chancellor as to the signatories who had not given evidence for the defendant, and continued:] I myself have no doubt at all, in the absence of authority, that if a solicitor has reason to believe that his services may be required by a possible client who does afterwards retain him, what passes between the solicitor and the client on the subject of the retainer, and relevant to the retainer, is covered by professional privilege.

Then it is said that there is some evidence of malice which would oust that privilege, if the privilege exists. With reference to that I have only two observations to make. The first is, that I entirely concur with what the noble and learned Lords who have preceded me have said. I can find no scintilla of evidence which would justify a jury in finding malice so as to oust that privilege.

My Lords, there is another and more serious point, a point of law, which I desire to keep open so far as my opinion is concerned. I very much doubt whether, when a professional relation is created between a solicitor and client, and communications pass between the solicitor and the client with reference to the prosecution of a third person, or with reference to proceedings being taken against him, the fact that the solicitor is animated by malice in what he says of the third person would render him liable to an action, pro-

vided he does not say anything which is outside what is relevant to the communications which he is making as solicitor to his client. I very much doubt whether malice destroys that kind of privilege, unless it is shown that what passed was not germane to the occasion. But it is not necessary to decide that point, for it does not arise here. I only desire to keep it open in case it should arise in some other case.

Ordered, that the judgment appealed from be affirmed and the appeal dismissed with costs.

Solicitors : *White & De Buriatte*, for the Appellant.

Newson & Dunn, for the Respondent.



Appendix “C”

**PORT DOVER AND NANTICOKE WIND PROJECT
CONSULTATION REPORT**

Appendix H5

Local Utilities - Comment/Response Summary

**PORT DOVER AND NANTICOKE WIND PROJECT
CONSULTATION REPORT**

APPENDIX H-5: LOCAL UTILITIES - COMMENT/RESPONSE TABLE

Details of Correspondence	General Contents of Correspondence	Feedback Received	How Comments Were Considered by Project Team
<ul style="list-style-type: none"> Haldimand Hydro Meeting (June 11, 2010) 	<ul style="list-style-type: none"> Introductory meeting to discuss proposed location of collector system and requirements (routing, joint pole use, technical configuration). 	<ul style="list-style-type: none"> Haldimand Hydro indicated that they prefer the collection system run aboveground. Haldimand Hydro also indicated that Haldimand County would prefer to have poles running along one side of road. 	<p>Project or study design altered: <input type="checkbox"/></p> <p>Documents amended: <input type="checkbox"/></p> <p>Additional information provided: <input checked="" type="checkbox"/></p> <ul style="list-style-type: none"> Capital Power will continue to work with Haldimand Hydro to develop shared use agreements and regarding technical considerations, as required. This includes preliminary design work targeting poles on one side of the road, where possible, and taking into consideration locations of existing lines.
<ul style="list-style-type: none"> Norfolk Power Meeting (June 11, 2010) 	<ul style="list-style-type: none"> Introductory meeting with Norfolk Power to discuss proposed location of Project's collector system and requirements (routing, joint pole use, technical configuration, etc.). 	<ul style="list-style-type: none"> Norfolk Power indicated an interest in joint pole use. Norfolk Power indicated a preference for poles on one side of the road. 	<p>Project or study design altered: <input type="checkbox"/></p> <p>Documents amended: <input type="checkbox"/></p> <p>Additional information provided: <input checked="" type="checkbox"/></p> <ul style="list-style-type: none"> Capital Power will continue to work with Norfolk Power to develop shared use agreements and regarding technical considerations, as required. This includes preliminary design work targeting poles on one side of the road, where possible, and taking into consideration locations of existing lines.