

**Board Staff Interrogatories**  
**Great Lakes Power Limited ("GLPL")**  
**Great Lakes Power Transmission LP ("GLPTLP")**  
**Great Lakes Power Transmission Inc. ("GLPT")**  
**EB-2007-0647/0649/0650/0651/0652**

**GENERIC ISSUE**

**1. Limited Partnership Agreement**

Please provide a copy of the limited partnership agreement.

**SALE OF THE TRANSMISSION SYSTEM – EB-2007-0647**

**2. Corporate Nominee**

Ref: A,1,3, p 9 (i.e. Exhibit A, Tab 1, Schedule 3, page 9)

Footnote 1 states that GLPL's real property will be transferred by GLPL to a "corporate nominee" that will hold the legal interest in the lands as a bare trustee only. GLPL will remain the owner of the beneficial interest in the land, while the corporate nominee will act as GLPL's agent for land registration purposes. The shares of the nominee and the beneficial ownership of the land by GLPL will be transferred by GLPL to GLPTLP upon closing.

Please identify the corporate nominee and provide a copy of the nominee agreement.

**3. Application for Electricity Transmission Licence – EB-2007-0649**

Ref: A,1,2, p 1,2

A,1,4, p 1

D,1,1

Exhibit A, Tab 1, Schedule 2, page 1 states that an application by GLPT on behalf of GLPTLP is made for a licence to own and operate a transmission system, whereas page 2 of the same document states that GLPT on behalf of GLPTLP is applying for an order granting a licence to own a transmission system. Exhibit A, Tab 1, Schedule 4, page 1 states that GLPT on behalf of GLPTLP seeks an order granting it a licence to own and operate the transmission facilities. Exhibit D, Tab 1, Schedule 1, section 6 of the Application for Electricity Transmission Licence states that GLPTLP will own the transmission facilities.

Please clarify the licensing qualification applied for by GLPT on behalf of GLPTLP (i.e., is it to own and operate the transmission system or just to own the transmission system).

## **TRANSMISSION RATE ORDER TRANSFER – EB-2007-0650**

### **4. Scope of Transmission Rate Order Sought**

Ref: A,1,3, p 15

A,1,4, p 1

E,1,2

E,1,3

GLPL stated that “Pursuant to Section 18, GLPL seeks an Order granting leave to transfer its transmission rate order dated December 8, 2005 to GLPTLP.”

Please confirm that in making this request, GLPL is requesting to transfer to GLPTLP all of GLPL’s rights and obligations afforded by the Decision and Order, EB-2005-0241 / RP-2001-0034, 5 & 6 and RP-1999-0044, December 8, 2005, including, but not limited to, the Rate Order and all agreements contained in the Transmission Rate Settlement Agreement.

### **5. Possible Deeming of Distribution Facilities as Transmission Facilities**

Ref: E,1,3, section 6, p 28

In the Transmission Rate Settlement Agreement which formed part of the Decision and Order, EB-2005-0241 / RP-2001-0034, 5 & 6 and RP-1999-0044, December 8, 2005, GLPL undertook to consider, as part of its upcoming distribution rate application, the deeming of the 44 kV distribution facilities serving the Dubreuilville Forest Products Ltd. as transmission facilities for rate making purposes.

Assuming the transfer is approved by the Board, GLPTLP will be the one bound by the Transmission Rate Settlement Agreement. However, GLPL is responsible for the distribution rate application. Given that, there is some uncertainty as to who will ensure that the obligation set out above is met. Please confirm that GLPL will ensure that the obligation is met (i.e., please confirm that GLPL will consider whether to include as part of its upcoming distribution rate application the deeming of the 44 kV distribution facilities serving Dubreuilville Forest Products Ltd. as transmission facilities for ratemaking purposes). If GLPL will not confirm that, then who will be responsible for ensuring that that obligation is met?

## **LEAVE TO CONSTRUCT ORDER TRANSFER – EB-2007-0652**

### **6. Conditions of Approval**

Ref: Exh G, Tab 1, Sch 1

GLPL is seeking leave to transfer its leave to construct in RP-2003-0120/EB-2003-0162 to GLPTLP for the purposes of allowing GLPTLP to comply with the conditions in the leave to construct decision and order in place of GLPL and to seek to recover as part of GLPTLP's next rate filing any costs associated with satisfying those conditions. GLPL stated that it is intended that GLPTLP will become responsible for fulfilling any outstanding conditions.

Please confirm that GLPTLP will be responsible for fulfilling any outstanding conditions. If GLPTLP will not be responsible for fulfilling the outstanding conditions, who will be responsible for fulfilling any of the outstanding conditions?