

## 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 Hydro Ottawa Limited (“**Hydro Ottawa**”) for an order approving just and reasonable rates and other charges for electricity distribution to be effective January 1, 2016 and for each following year effective January 1 through to December 31, 2020.

### NOTICE OF MOTION

Rogers Communications Partnership; TELUS Communications Company and Quebecor Media (the “**Carriers**”) will make a motion to the Ontario Energy Board (the “**Board**”) at its offices at 2300 Yonge Street, Toronto, on a date and at a time to be fixed by the Board.

#### PROPOSED METHOD OF HEARING:

The Carriers propose that the motion be heard in writing.

#### THE MOTION IS FOR:

1. An order requiring Hydro Ottawa to produce its reciprocal pole agreement (also referred to as joint use agreement) with Bell Canada (the “**Bell Agreement**”);
2. An order requiring Hydro Ottawa to produce its reciprocal pole agreement (also referred to as joint use agreement) with Hydro One Networks Inc. (the “**Hydro One Agreement**”);
3. In the alternative, an order requiring Hydro Ottawa to provide a detailed description of the rights and obligations of each of the parties under (i) Bell Agreement and (ii) the Hydro One Agreement; and
4. Such further and other relief as the Carriers may request and the Board may grant.

#### THE GROUNDS FOR THE MOTION

1. In Carriers 2(a), the Carriers asked for a copy of the Bell Agreement. The response was that the provision of that agreement requires Bell Canada's consent.
2. In response to questions posed at the Technical Conference on August 14, 2015, Hydro Ottawa advised that it had recently requested Bell Canada's consent to disclose the Bell Agreement but had not yet received a response (August 14<sup>th</sup> Transcript, p. 29).

3. At the Technical Conference, Hydro Ottawa refused to produce a copy of the Bell Agreement in the absence of consent from Bell Canada (August 14<sup>th</sup> Transcript, p. 31).
4. At the Technical Conference, further to the response provided by Hydro Ottawa to Carriers Interrogatory 2(e), the Carriers also asked for a copy of the Hydro One Agreement. The response was Hydro Ottawa had recently requested Hydro One's consent to disclose the Hydro One Agreement and was going to "hold" until it received the consent from Hydro One (August 14<sup>th</sup> Transcript, p. 32).
5. At the Technical Conference, Hydro Ottawa also refused to provide a detailed description of the rights and obligations of each of the parties under the Bell Agreement and the Hydro One Agreement on the basis that the information is not relevant (August 14<sup>th</sup> Transcript, pp. 31-33)
6. The Carriers expect that the rights and obligations stipulated in the Bell Agreement and the Hydro One Agreement may be different from the rights and obligations of the Carriers, who do not have reciprocal pole agreements with Hydro Ottawa. It is important to understand what these rights and obligations are in order to determine whether or not the rate sought by Hydro Ottawa is just and reasonable for all ratepayers.
7. It is also important to understand what services are being provided by and to each of the parties under these reciprocal pole agreements, because the services that are being provided can affect what costs are already being recovered, or what costs being claimed might be in respect of the other parties' poles.

**THE FOLLOWING DOCUMENTARY MATERIAL AND EVIDENCE WILL BE  
RELIED UPON AT THE HEARING OF THE MOTION:**

1. The Record in EB-2015-0004.
2. The Affidavit of Michael Piaskoski, attached as Appendix A to this Motion.
3. Such further and other material as counsel may advise and the Board may permit.

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## **APPENDIX "A"**

**EB-2015-0004**

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### **AFFIDAVIT OF MICHAEL PIASKOSKI**

**Fasken Martineau DuMoulin LLP**  
55 Metcalfe St., Suite 1300  
Ottawa, ON K1P 6L5

Leslie J. Milton  
Tel: 613 236 3882  
Fax: 613 230 6423

I, Michael Piaskoski, of the City of Toronto, Province of Ontario, make oath and say as follows:

1. I am Director, Municipal & Industry Relations, Regulatory at Rogers Communications Partnership ("**Rogers**").
2. I have knowledge of the matters contained herein. Where I do not have personal knowledge of the information, I have stated the source of the information and verily believe it to be true.
3. In Carriers 2(a), the Carriers asked for a copy of the Bell Agreement. The response was that the provision of that agreement requires Bell Canada's consent.
4. In response to questions posed at the Technical Conference on August 14, 2015, Hydro Ottawa advised that it had recently requested Bell Canada's consent to disclose the Bell Agreement but had not yet received a response (August 14<sup>th</sup> Transcript, p. 29).
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9. It is also important to understand what services are being provided by and to each of the parties under these reciprocal pole agreements, because the services that are being provided can affect what costs are already being recovered, or what costs being claimed might be in respect of the other parties' poles.

10. I make this affidavit in support of the Carriers' motion for production of Hydro Ottawa's reciprocal pole agreements with (i) Bell Canada and (ii) Hydro One.

SWORN BEFORE ME, at the City of Toronto,  
Province of Ontario, on August 24, 2015.



A Commissioner for taking oaths, etc.



Michael Piaskoski

.....  
Kristina Elina Milbourn  
BARRISTER AND SOLICITOR  
NOTARY PUBLIC AND COMMISSIONER OF OATHS  
IN AND FOR THE PROVINCE OF ONTARIO  
My Commission is for life

LSUC no. 57511G.