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BY EMAIL AND COURIER

Kirsten Walli
Board Secretary
Ontario Energy Board
P.O. Box 2319
2300 Yonge Street, 27th Floor
Toronto ON M4P 1E4

Dear Ms. Walli:

Re: File Number EB-2015-0004, Hydro Ottawa Limited - Application for 2016-2020 Distribution Rates (the “Application”), Motion for Production

We are writing on behalf of Rogers Communications Partnership, TELUS Communications Company and Quebecor Media (the “**Carriers**”) further to Procedural Order No. 7 which provided for the filing of additional material by the Carriers on their Notice of Motion filed August 24, 2015 seeking production of Hydro Ottawa’s reciprocal pole agreements with Bell Canada and with Hydro One (referred to herein as the “**Bell Agreement**” and the “**Hydro One Agreement**”).

These agreements were initially requested by the Carriers in interrogatories dated July 13, 2015. (See in particular Carriers #2(a) and Carriers #2(e).) In response to Carriers #2(a), Hydro Ottawa stated that it required Bell Canada’s consent to release the Bell Agreement. No issue of relevance was raised. In response to Carriers #2(e), Hydro Ottawa cross-referenced its response to Carriers #1(l) which directed the Carriers to the OEB website to find Hydro One’s approved pole attachment rates, instead of providing the rates, as had been requested. Again, no issue of relevance was identified.

At the Technical Conference on August 14, 2015, the Carriers asked Hydro Ottawa to produce a copy of the Bell Agreement and the Hydro One Agreement. Hydro Ottawa advised that it had requested Bell Canada’s consent to disclose the Bell Agreement within the preceding week but had not yet received a response. (August 14 Transcript, p. 29) Hydro Ottawa refused to provide a copy of the Bell Agreement absent the consent of Bell Canada. (August 14 Transcript, p. 31) Similarly, Hydro Ottawa advised that it had recently requested Hydro One’s consent to disclose the Hydro One Agreement and was going to “hold” until it received the consent of Hydro One. (August 14 Transcript, p. 32)

Given the tight timelines in this proceeding, the Carriers requested Hydro Ottawa to provide a detailed listing of the rights and obligations of the parties under the Bell Agreement and the Hydro One Agreement pending receipt of consent to produce copies of these agreements. Hydro Ottawa refused to provide this information asserting, for the first time, that the information was not relevant.

Hydro Ottawa is ostensibly seeking a cost-based pole attachment rate in this proceeding. To establish a just and reasonable cost-based rate, it is essential to confirm that the costs that are being claimed are not, in fact, being recovered elsewhere (such as through reciprocal arrangements with other parties). It is also essential to confirm that the costs being claimed relate to Hydro Ottawa poles to which the pole attachment rate will apply and not to costs incurred in respect of poles owned by third parties but used by Hydro Ottawa under reciprocal or other arrangements. These issues are clearly relevant to determining a just and reasonable pole attachment rate.

In addition, following further questioning at the Technical Conference, Hydro Ottawa identified in its response to Undertaking JTC1.6 a 2014 Hydro One rate for “power attachments” to Hydro Ottawa poles. No basis for this rate (in approved tariffs or otherwise) and no rate for any other Hydro One attachments to Hydro Ottawa poles have been provided. Review of the Hydro One Agreement is relevant to understanding the rates paid by Hydro One and the rights and obligations that underpin these rates and, by extension, a just and reasonable rate to be paid by other third party attachers.

More generally, the Carriers expect that the rights and obligations stipulated in the Bell Agreement and the Hydro One Agreement may differ 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 to determine whether the pole attachment rate sought by Hydro Ottawa is just and reasonable for all ratepayers.

For all these reasons, the Carriers submit that the Bell Agreement and the Hydro One Agreement are relevant and request the Board to order production of these agreements on the public record. In the alternative, the Carriers seek a detailed description of all of the rights and obligations of each of the parties under these agreements.

Sincerely,



Leslie J. Milton

cc Applicant and other interested parties