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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 - Reply**

We are writing on behalf of Rogers Communications Partnership, TELUS Communications Company and Quebecor Media Inc. (the “**Carriers**”) further to Procedural Order No. 7 to reply to submissions made in respect of the Carriers’ motion (the “**Carriers’ Motion**”) for production of the reciprocal pole agreements between Hydro Ottawa and Bell Canada and Hydro One respectively (and referred to herein as the “**Bell Agreement**” and the “**Hydro One Agreement**”).

The Carriers received submissions from Hydro Ottawa and OEB Staff in respect of the Carriers’ Motion. The Carriers also obtained, from the OEB website, submissions filed by Bell Canada and Hydro One in respect of the Carriers’ Motion, but were not served with these submissions.

The Carriers note that OEB staff support the Carriers’ motion.

**The Bell Agreement and the Hydro One Agreement are clearly relevant**

Hydro Ottawa, Hydro One and Bell Canada express the view that the Bell Agreement and the Hydro One Agreement are not relevant. In this regard, they argue that the only potentially relevant information is the rate paid by Bell Canada and Hydro One for attachments to Hydro Ottawa poles which, Hydro Ottawa and Bell Canada assert, is already on the record. Conversely, Hydro One states that “The Carriers attach to the communication space on any pole, while the agreement between Hydro One and Ottawa Hydro is in relation to the power space. The respective rates charged are entirely

separate.” It is ridiculous to suggest that the rate certain attachers pay to access space on a Hydro Ottawa pole is irrelevant to determination of the appropriate rate that other third party attachers must pay for access to Hydro Ottawa poles - particularly given that Hydro Ottawa is relying on a methodology for cost allocation that calls for equal sharing among all attachers.

More generally, the rights and obligations of the parties to the Bell Agreement and the Hydro One Agreement are relevant to determining the appropriate methodology and rate payable by other third party attachers to Hydro Ottawa poles. Indeed, as Hydro Ottawa has noted in its submission, the Board expressly considered evidence relating to reciprocal agreements in its decision on the pole attachment rate in the RP-2003-0249 proceeding and relied on that evidence for purposes of selecting the rate design in that case.

It is even more ridiculous for Hydro Ottawa to suggest that the Bell Agreement and the Hydro One Agreement are not relevant as the methodology used to set the pole attachment rate is not within the Approved Issues List for this proceeding. Issue 4.11 of the Approved Issues List clearly identifies the appropriate “rate design” as an issue in this proceeding. As the Carriers noted in their letter of September 10, 2015, they relied on the plain and ordinary meaning of “rate design” (being synonymous with methodology for setting the rate) in agreeing to the Approved Issues List.

Bell Canada and Hydro One also assert that the Bell Agreement and the Hydro One Agreement are confidential. Should the Board determine that confidential treatment of the Agreements is appropriate, the Carriers request that the Agreements be disclosed to intervenors that sign a confidentiality undertaking.

### **Hydro Ottawa’s Motion**

Following submission of their comments on the Hydro Ottawa motion, the Carriers received a submission from the School Energy Coalition (“SEC”) which attempts to raise new arguments in support of the Hydro Ottawa motion. According to SEC, information on “Rogers’ (...) ability to overlash and charge third-parties for access”<sup>1</sup> is somehow relevant to an understanding of the advantages and disadvantages of pole tenancy vs. pole ownership. All commercial users of a pole - owner or tenant - seek to recover their costs from their customers. This is not an advantage or disadvantage of being a tenant or an owner; it is a fact of doing business. Furthermore, an assessment of the profitability of any service requires a detailed understanding of all of the costs of providing that service.

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<sup>1</sup> Telecommunications facilities are typically overlash to carrier strand on poles. The strand is required to provide necessary support for telecommunications cables. Rogers’ use of strand is therefore standard and essential to the use of poles for telecommunications wires.

Hydro Ottawa's and SEC's insinuations that the Carriers are somehow profiting from permitting others to access their strand are unsupported and offensive.

SEC also maintains that it requires a further response from Mr. McKeown on whether there are "any other aspects" of the methodology applied by the Board in its RP-2003-0249 decision that Mr. McKeown disagrees with. Mr. McKeown's views on the methodology for setting Hydro Ottawa's pole attachment rate are set out in his evidence. No lack of clarity on his position has been identified.

### **Conclusion**

For these reasons and those set out in the Carriers' previous submissions in relation to the Carriers' Motion and the Hydro Ottawa motion, the Carriers respectfully request that their motion be granted, and that the Hydro Ottawa motion be dismissed.

Sincerely,



Leslie J. Milton

cc Applicant and other interested parties