



Ontario Energy Board Commission de l'énergie de l'Ontario

DECISION AND ORDER

EB-2017-0335

ANWAATIN INC.

Motion to review and vary the Decision and Order dated November 1, 2017 regarding Hydro One Network Inc.'s electricity transmission revenue requirement and charge determinants beginning January 1, 2017 (EB-2016-0160)

BEFORE: **Cathy Spoel**
 Presiding Member

Allison Duff
Member

Rumina Velshi
Member

August 23, 2018

1 INTRODUCTION AND SUMMARY

This is a decision on a motion brought by Anwaatin Inc. (Anwaatin), an intervenor in the Ontario Energy Board (OEB) proceeding that considered the application of Hydro One Networks Inc. (Hydro One) for transmission revenue requirements and charge determinants for 2017 and 2018. Anwaatin filed a motion seeking a review and variance of the OEB decision issued September 28, 2017 and revised October 11, 2017 and November 1, 2017 (the Decision)¹. The OEB assigned OEB file number EB-2017-0335 to the Motion.

Anwaatin filed its Notice of Motion on October 18, 2017 and followed with a factum, motion record and book of authorities on January 15, 2018 in accordance with Procedural Order No. 1 on the motion.

The grounds for the motion were that the OEB failed to consider and address in the Decision:

- the Anwaatin evidence regarding extremely disparate and inadequate transmission system reliability in First Nations communities in Northern Ontario, and video evidence and expert evidence called by Anwaatin on the significant negative impacts of the very poor transmission reliability on the Anwaatin communities
- the relief requested by Anwaatin in its submission that part of Hydro One's approved capital budget be earmarked to remedy the outdated, outlier transmission assets that are causing the very poor reliability issues in the Anwaatin communities.

Anwaatin sought an order varying the Decision to expressly address the reliability and disparate reliability impact evidence adduced by Anwaatin, and to address the relief requested by Anwaatin by earmarking a portion of the capital budget to address the Indigenous reliability and reliability impacts, or imposing a condition that the Anwaatin reliability issues be promptly addressed.

On June 15, 2018, Anwaatin and Hydro One filed a settlement proposal which addresses the issues in the motion (see Appendix A). The OEB accepts the settlement proposal filed by Anwaatin and Hydro One. As the matter is now settled there is no need to issue a decision on the motion.

¹ EB-2016-0160

2 THE PROCESS

Hydro One applied to the OEB on May 31, 2016 for approval of transmission revenue requirements and charge determinants for 2017 and 2018. The OEB issued its Decision on that application on September 28, 2017. The Decision was revised on October 11, 2017 and again on November 1, 2017². Anwaatin was approved as an intervenor in this proceeding.

On October 18, 2017, Anwaatin filed a Notice of Motion. In Procedural Order No. 1, issued on December 19, 2018, the OEB directed the filing of submissions on the motion and provided for intervenor participation in the motion.

As directed, Anwaatin filed its argument and motion record with the OEB and sent these materials to all intervenors on January 15, 2018. Parties supporting the motion in whole or in part filed their arguments with the OEB on January 22, 2018. Submissions were filed by OEB staff, the Vulnerable Energy Consumers Coalition (VECC) and the School Energy Coalition (SEC). Hydro One filed its submission responding to the motion on January 29, 2018.

An oral hearing was held on February 13, 2018 during which the OEB panel asked questions of parties regarding their written submissions and received oral reply argument from Anwaatin.

On June 15, 2018, Anwaatin filed a settlement proposal in which Anwaatin and Hydro One have reached agreement on several issues related to the Anwaatin motion, each of which has been fully settled. VECC and OEB staff filed submissions supporting the settlement proposal and SEC took no position.

² EB-2016-0160

3 DECISION

The OEB accepts the settlement proposal (see Appendix A). A decision on the motion is therefore no longer required.

Costs

Anwaatin was granted cost eligibility in the Hydro One transmission revenue requirement proceeding. Anwaatin asked that it also be eligible for recovery of costs of the motion. Hydro One did not object to this request, and the OEB finds that Anwaatin may recover its reasonable costs of the motion from Hydro One. Similarly, cost eligible intervenors may submit cost claims to the OEB to recover their reasonable costs from Hydro One for participation in the motion.

4 ORDER

THE ONTARIO ENERGY BOARD ORDERS THAT:

1. Anwaatin, VECC and SEC shall submit their cost claims no later than 7 days from the date of issuance of this Decision and Order.
2. Hydro One Networks Inc. shall file with the OEB and forward to Anwaatin, VECC and SEC any objections to the claimed costs within 14 days from the date of issuance of this Decision and Order.
3. Anwaatin, VECC and SEC shall file with the OEB and forward to Hydro One Networks Inc. any reply to any objections to the cost claims within 21 days from the date of issuance of this Decision and Order.
4. Hydro One Networks Inc. shall pay the OEB's costs incidental to this proceeding upon receipt of the OEB's invoice.

DATED at Toronto August 23, 2018

ONTARIO ENERGY BOARD

Original Signed By

Kirsten Walli
Board Secretary

APPENDIX A
DECISION AND ORDER
ANWAATIN INC. MOTION TO REVIEW
EB-2017-0335
SETTLEMENT PROPOSAL
AUGUST 23, 2018



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June 15, 2018

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

Dear Ms. Walli:

Re: EB-2017-0335
Anwaatin Inc. Motion to Review and Vary Ontario Energy Board Decision in EB-
2016-0160 ("Anwaatin MRV")

We are counsel to Anwaatin Inc. (**Anwaatin**) in relation to the Anwaatin MRV.

Further to our prior correspondence in relation to the Anwaatin MRV, we hereby submit the attached Settlement Proposal for the Panel's review and consideration. Anwaatin and Hydro One Networks Inc. have worked diligently to reach agreement on several issues, each of which has been fully settled as described in the Settlement Proposal. It is our understanding, subject to their additional communications with the Board, that VECC and SEC, the intervenors in the Anwaatin MRV, do not oppose the contents of the Settlement Proposal.

Sincerely,

A handwritten signature in black ink, appearing to be "Lisa DeMarco", with a long, sweeping horizontal line extending to the right.

Lisa (Elisabeth) DeMarco

cc: Intervenor
Jennifer Lea, OEB
Harold Thiessen, OEB
Gordon Nettleton, McCarthy Tétrault LLP

SETTLEMENT PROPOSAL

ANWAATIN INC.

Motion to Review and Vary the Ontario Energy Board's Decision
on Hydro One Network Inc.'s Transmission Rates in EB-2016-0160

EB-2017-0335

June 15, 2018

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**Anwaatin Inc.
EB-2017-0335**

SETTLEMENT PROPOSAL

A. PREAMBLE

This Settlement Proposal is filed with the Ontario Energy Board (the “**OEB**”) in connection with the Anwaatin Inc. (“**Anwaatin**”) Motion to Review and Vary the Ontario Energy Board's Decision on Hydro One Networks Inc.'s (“**HONI**”) Transmission Rates in EB-2016-0160 (the “**Decision**”) through the EB-2017-0335 proceeding (the “**Anwaatin MRV**”). It follows settlement discussions that took place after the Anwaatin MRV was argued and before the OEB rendered a decision in the Anwaatin MRV. The settlement discussions were predominantly between Anwaatin and HONI, with limited involvement of a distributed energy resource developer, Abundant Solar Inc. (“**Abundant**”), and the two intervenors in the Anwaatin MRV, (Schools Energy Coalition “**SEC**”) and Vulnerable Energy Consumers Coalition “**VECC**”) in a manner that was guided by the process contemplated in the OEB's Practice Direction on Settlement Conferences, as amended (the “**Practice Direction**”). OEB staff were also informed of the settlement discussions, but in accordance with the Practice Direction OEB Staff is neither a Party nor a signatory to this Settlement Proposal. Nonetheless, OEB Staff who were apprised of the developments in and around the settlement discussions are bound by the same confidentiality provisions that apply to all of the above-mentioned Parties and entities. The communities Anwaatin represents for the Anwaatin MRV and this Settlement Proposal (“**the Anwaatin First Nations**”) include Aroland First Nation, MoCreebec Eeyoud, and Waaskiinaysay Ziibi Inc. Development Corporation (“**WZI**”), an economic development corporation representing five First Nations in the Lake Nipigon watershed: Animbiigoo Zaagiigan Anishinaabek, Bingwi Neyaashi Anishinaabek, Biinjitiwaabik Zaaging Anishinaabek, Red Rock Indian Band, and Whitesand First Nation.

This Settlement Proposal is subject to the following conditions subsequent:

- (i) Acceptance of the Settlement Proposal by the OEB in its entirety, and in a manner that allows for implementation of its terms;
- (ii) The Pilot Project satisfies the OEB and Ministry of Energy's Impact Assessment Requirements:
 - a. System Impact Assessment conducted by the IESO; and
 - b. Connection Impact Assessment conducted by HONI.
- (iii) Obtaining any approvals required by Abundant and Anwaatin/Anwaatin First Nations, if any, regarding the repurposing of existing FIT contracts if included or required to facilitate reliability as part of the Pilot Project.

- (iv) Decisions made by HONI to proceed with Phase 1 and 2 investments as described in Paragraph 1.5(c) below.

(collectively, the “**Conditions Subsequent**”).

Unless amended on the written consent of Anwaatin and HONI, all Conditions Subsequent must be fulfilled by no later than December 31, 2021, failing which this Settlement Proposal is null and void and of no further effect.

In entering this agreement, the Parties understand and agree that, pursuant to the *Ontario Energy Board Act, 1998*, S.O. 1998, c.15 (Schedule B) (the "Act") the OEB has the exclusive initial jurisdiction with respect to the interpretation and enforcement of the terms hereof.

B. DESCRIPTION OF SETTLEMENT

1.1 The Parties

Anwaatin and HONI were the central parties to the Anwaatin MRV and are the signatories to this Settlement (“**Parties**”). Two other interveners participated in the Anwaatin MRV in a limited manner. SEC intervened in the Anwaatin MRV for the limited purpose of requesting that any cost consequences to the Decision be reviewed. VECC intervened in the Anwaatin MRV in support of Anwaatin. Abundant was involved in the settlement discussions in order to ensure that the proposed solutions were technically feasible and able to be implemented in a timely manner.

1.2 Confidentiality

The Parties agree that the settlement discussions shall be subject to the rules relating to confidentiality and privilege contained in the Practice Direction. The Parties acknowledge that confidentiality in that context does not have the same meaning as confidentiality in the OEB’s Practice Direction on Confidential Filings, and the rules of that latter document do not apply. The Parties interpret the Practice Direction to mean that the documents and other information provided, the discussion of each issue, any offers and counter-offers, and the negotiations leading to settlement of each issue during the course of the settlement discussions are strictly confidential between the Parties and were undertaken on a without prejudice basis. None of the foregoing settlement discussions and processes leading to this Settlement Proposal are admissible as evidence in this or any other proceeding, or otherwise, except where the filing of such settlement information is necessary to implement the Settlement Proposal and/or resolve a subsequent dispute over the interpretation of any provision of this Settlement Proposal and subject to the direction of the OEB. In such case, only the settlement information that is necessary for the purpose of implementing and interpreting the settlement proposal shall be filed and such information shall be filed using the appropriate protections afforded under the relevant legislation and OEB instruments. These obligations shall not impede the filing of this Settlement Proposal itself or its use as evidence in subsequent proceedings including, without limitation, the EB-2017-0049 proceeding.

Further, the Parties have a positive and ongoing obligation not to disclose settlement information to persons who were not involved in the settlement discussions.

1.3 Parameters of Proposed Settlement

All of the elements of this Settlement Proposal have been settled by the Parties as a package, and none of the provisions of this Settlement Proposal are severable. Numerous compromises were made by Anwaatin and HONI with respect to various matters to arrive at this Settlement Proposal. The distinct issues and elements addressed in this Settlement Proposal are inextricably interrelated, and changes in the agreed parameters are likely to have consequences in other areas of this Settlement Proposal, which may be unacceptable to one or more of the Parties. If the OEB does not accept this package in its entirety, then there is no settlement (unless HONI and Anwaatin agree in writing that any portion of the package that the OEB does accept may continue as part of a valid Settlement Proposal).

If the OEB directs the Parties to make reasonable efforts to revise the Settlement Proposal, the Parties agree to use reasonable efforts to discuss any potential revisions, but neither Anwaatin nor HONI will be obligated to accept any proposed revision. The Parties agree that Anwaatin and HONI must agree with any revised Settlement Proposal prior to its re-filing with the OEB.

None of the Parties can withdraw from this Settlement Proposal except in accordance with the terms contemplated herein (including satisfaction of the Conditions Subsequent) and with Rule 30.05 of the OEB's Rules of Practice and Procedure.

1.4 Full Settlement of Parties

- a) HONI will undertake a pilot project that is intended to explore the feasibility of implementing non-wires distributed energy projects ("**Pilot Project**") in and around the Anwaatin First Nations communities as a means to improve reliability in remote and radial areas of HONI's system. The Pilot Project is intended to provide HONI with an opportunity to assess whether similar and repeatable approaches may be used in other remote areas of its system that are experiencing poor reliability conditions.
- b) HONI's investment in the Pilot Project shall not exceed \$5 million and shall be funded from HONI's distribution capital investment plan.
- c) Anwaaatin and HONI agree to work together in an effort to offset or augment this investment amount by obtaining government funding through subsidies or grant programs.
- d) The Parties acknowledge that any further funding of this initiative is dependent on (i) the feasibility of the Pilot Project and (ii) further review and approval by the OEB to increase HONI's approved capital investment envelope and recovery through rates of the additional funding requirements.

- e) Anwaatin/Anwaatin First Nations communities and Abundant plan to jointly develop and implement up to 45 MW of FIT contracted solar generation in the following repurposed locations:
 - a. Longlac M2/Nakina DS: maximum size 5 MW
 - b. Moosonee: maximum size 10 MW
 - c. Longlac M1/Longlac East DS: maximum size 9 MW
 - d. Longlac TS LV bus: maximum size 10 MW
 - e. Beardmore DS: maximum size 1.1 MW
 - f. Jellicoe DS: maximum size 0.9 MW
 - g. Red Rock: maximum size 9 MW.
- f) HONI will consider the technical feasibility of having Abundant/Anwaatin First Nation solar generation be used as a source of supply to the energy storage facilities as part of the Pilot Project.
- g) HONI commits to processing all connection impact assessment applications made by Anwaatin/Anwaatin First Nations and Abundant in a timely manner, taking into account all other existing connection impact assessment applications HONI has received.
- h) The first phase of the Project will complete the technical assessment of energy storage facilities that may improve reliability in the communities served by HONI's F2 Feeder that serves the Nakina area. Energy storage facilities for Phase 1 are targeted to be in-service by March 31, 2019.
- i) The design, size and load to be served by Phase 1 facilities are matters not yet determined and will be dependent upon further technical review. HONI will continue to regularly consult with Anwaatin regarding the status of the Phase 1 design.
- j) A technical review of Phase 1 implementation is targeted for completion within six months of in-service timing. This information is intended to be used to inform the approaches, design, and viability of Phase 2.
- k) During the EB-2017-0049 proceeding, Anwaatin and HONI will provide the OEB with an update on the Project, including any preliminary information regarding sizing of energy storage, siting alternatives and preliminary cost estimates. As part of this update, Anwaatin and HONI may file this Settlement Proposal.
- l) The Project shall have no retrospective financial or cost consequences that will require revisiting the amounts assessed and determined by the Board in the EB-2016-0160 Decision.
- m) Anwaatin and HONI will consult and cooperate on any other longer-term wires and/or non-wires electricity reliability proposals and solutions affecting the Anwaatin First Nations communities and may jointly pursue other projects intended to improve reliability in other regions served by HONI.

1.5 Description of Project

- (a) **Phase 1** is focussed on improving reliability to the communities served by HONI's F2 Feeder situated in the Nakina region. The objective is to provide measurable improvement to the reliability of supply to these communities and as compared to the five-year historical average SAIDI and SAIFI values applicable to these communities. Anwaatin/Anwaatin First Nations, Abundant and HONI intend to achieve this objective through designing and implementing energy storage facilities in close proximity to the referenced communities and the option of having solar generation used to recharge the storage facilities in times of outages.

Anwaatin/Anwaatin First Nations, Abundant and HONI will take reasonable steps to find suitable off-reserve locations in proximity to HONI's feeder distribution facilities to site both solar generation and energy storage facilities at locations in close proximity to local community distribution load.

All constructed Phase 1 energy storage facilities will initially be owned and operated by HONI. HONI agrees to explore in good faith the possibility of Anwaatin First Nations obtaining a minority, non-operating ownership interest in the Phase 1 facilities, should the said facilities proceed to development. The valuation of this interest will be based on HONI's actual investment cost incurred to the date that such interest is acquired by Anwaatin First Nations.

HONI's design of the Phase 1 energy storage facilities will take into account, among other technical factors, historic load levels in the Aroland community. Anwaatin agrees to work with HONI in assessing ways to prioritize distribution service during times of an outage so that stored energy may be used for essential services in the communities.

HONI will consult with Anwaatin/Anwaatin First Nations and Abundant regarding design and sizing of the energy storage facilities.

Anwaatin/Anwaatin First Nations and Abundant intend to jointly develop and implement solar generation facilities in close proximity to all identified energy storage facilities so that the solar generation facilities may be used to supply the energy storage facilities at times when outages occur in the Aroland community.

The targeted timelines for Phase 1 are as follows:

- Scope of work completed and storage partner selected by July 15, 2018
- Siting locations determined and community engagement completed by July 31, 2018
- Completion of all detailed engineering and financial viability review completed by September 30, 2018
- Civil work completed by November 30, 2018

- In-service of energy storage facilities by March 31, 2019.

Anwaatin/Anwaatin First Nations and Abundant acknowledge that targeted timelines may require adjustments, given acquisition timing of requisite land rights, remoteness of worksite locations, workforce availability and the season in which construction work occurs.

- (b) **Phase 2:** is focussed on Waaskiinaysay Ziibi Inc. (an economic development corporation representing Rocky Bay First Nation, Bingwi Neyaashi Anishinaabek, Red Rock Indian Band, Whitesand First Nation, and Animbiigoo Zaagiigan Anishinaabek and other smaller First Nations along HONI's A4L transmission line) (collectively, "**WZI**").

The Phase 2 objective is complete technical assessments of potential non-wires solutions for WZI communities in order to determine whether cost-effective and technically feasible ways may be used through the use of non-wires solutions to improve reliability to levels consistent with HONI's current average SAIDI and SAIFI metrics for its northern rural distribution customers and by deploying similar approaches and measures described in Phase 1. The results of Phase 1 are intended to inform and be used in the technical assessments contemplated for Phase 2.

In Phase 2, HONI and Anwaatin will also work together to identify and evaluate critical loads in MoCreebec Eeyoud locations served by HONI's F1 and F3 feeders and assess whether cost effective and technically feasible non wire energy storage facilities could be implemented to significantly improve reliability for identified critical loads.

Anwaatin will facilitate meetings between HONI, Abundant, WZI and other smaller interested First Nations served by the A4L line in order to describe, explain, and assess solar/storage reliability solutions.

HONI's Phase 2 commitments are limited to preparing technical assessments that consider deployment of energy storage facilities in the WZI communities in the same manner as carried out for Phase 1 and which technical assessments have been filed as part of Exhibit I-6-1(c) in OEB Hearing EB-2017-0049.

Once the technical assessments for Phase 2 are completed, HONI and Anwaatin/Anwaatin First Nations, Abundant and WZI will meet and discuss all technical, operational and financial viability issues that would need to be addressed before any further steps are taken to initiate potential investments. This discussion is intended to explore possible joint development opportunities to implement energy storage and solar generation facilities so that they may be used in an effective and feasible way to provide a means of back-up supply in times of outages for small communities along the A4L route, while maintaining feeder integrity.

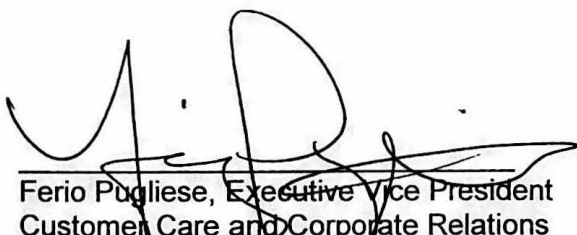
- (c) **Final Decisions to Proceed with Phase 1 Investments.** HONI's decision to proceed with the work execution and installation of Phase 1 is subject to: (1) investment requirements to not exceed the amounts or outcomes described in paragraph 1.4(b)-(d)

above, (2) HONI's technical review and its acceptability to HONI of the final design of the facilities, (3) the level of reliability improvement expected from Phase 1 is reasonably achievable as determined by HONI, and (4) Phase 1 facilities are expected to provide a repeatable outcome for development in other areas of HONI's system. HONI will consult with Anwaatin on the ongoing status of these conditions throughout Phase 1.


1.6 Other Matters

- (a) **Ongoing HONI Communications with the Anwaatin First Nations Communities.** HONI and Anwaatin agree to develop and implement a communications plan to facilitate regular communications between them and the First Nations communities to discuss and assess the progress and success of the Pilot Project.
- (b) **Pilot for Future HONI/Indigenous Community Cooperation.** If the Pilot Project is successful, HONI and Anwaatin agree to work together and promote the Pilot Project as a potential reliability solution in other Indigenous and similarly situated communities.
- (c) **Conditions Precedent.** The final form of the Settlement Proposal is subject to the approval of the Band Councils and/or the applicable First Nation governing body(ies).
- (d) **Conditions Subsequent.** This Settlement Proposal is subject to the Conditions Subsequent listed in Part A (Preamble) above.

ACCEPTED AND AGREED TO THIS 15 DAY OF JUNE 2018



Ferio Pugliese, Executive Vice President
Customer Care and Corporate Relations
Hydro One Networks Inc.



Larry Sault, President and Chief Executive
Office
Anwaatin Inc.