



Ontario  
Energy  
Board

Commission  
de l'énergie  
de l'Ontario

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## **DECISION AND ORDER**

**EB-2022-0244**

### **WATAYNIKANEYAP POWER GP INC., ON BEHALF OF WATAYNIKANEYAP POWER LP**

**Application for an Electricity Distributor Licence**

**BY DELEGATION, BEFORE: Brian Hewson**

Vice President

Consumer Protection & Industry Performance

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**September 22, 2022**

## DECISION AND ORDER

Wataynikaneyap Power GP Inc., on behalf of Wataynikaneyap Power LP (WPLP), filed an application on September 9, 2022, with the Ontario Energy Board (OEB) pursuant to sections 57 (a) and 60 (1) of the *Ontario Energy Board Act, 1998* (OEB Act), for an extension of its electricity distributor licence.

WPLP's electricity distributor licence ED-2017-0236 expires on September 27, 2022. WPLP has indicated that it wishes to extend its licence term for additional nine-month period. In order for the applicant to continue its electricity distributor activities to consumers in Ontario, the applicant requires an electricity distributor licence pursuant to section 57 (a) of the OEB Act.

WPLP and its engineering procurement construction (EPC) contractor Valard have been working towards converting the Pikangikum Distribution Line from 44 kilovolt (kV) supply to 115kV supply. Specifically, the portion running approximately 117 km from Red Lake to the Pikangikum First Nation Reserve. WPLP has explained that it has been delayed in the conversion due to complications in certain testing and commissioning activities between WPLP's Red Lake substation and Hydro One's Ear Fall transmission station which has resulted in the last-minute cancellation of the conversion. Resolving the complications involves changes to Hydro One's supervisory control and data acquisition (SCADA) database that cannot be completed until October 2022. If the conversion cannot proceed due to inclement weather or further unforeseen complication, the conversion work will need to be deferred until May 2023 to avoid lengthy planned outage during winter months. This requires the Pikangikum First Nation to continue being connected via the Pikangikum Distribution Line beyond the current licence expiry date.

After considering WPLP's evidence, the OEB finds it to be in the public interest to extend the term of WPLP's licence ED-2017-0236 until June 30, 2023.

**IT IS ORDERED THAT:**

The term of electricity distributor licence ED-2017-0236 issued to Wataynikaneyap Power GP Inc., on behalf of Wataynikaneyap Power LP is extended until June 30, 2023. All other conditions of licence ED-2017-0236 remain unchanged.

**DATED** at Toronto September 22, 2022

**ONTARIO ENERGY BOARD**

Brian Hewson  
Vice President, Consumer Protection & Industry Performance



# Electricity Distribution Licence

## ED-2017-0236

### Wataynikaneyap Power GP Inc., on behalf of Wataynikaneyap Power LP

Valid Until

June 30, 2023

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**Brian Hewson**  
**Vice President, Consumer Protection & Industry Performance**  
**Ontario Energy Board**  
**Date of Issuance: September 28, 2017**  
**Date of Amendment: September 22, 2022**

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## **LIST OF AMENDMENTS**

<b>OEB File No.</b>	<b>Date of Amendment</b>
EB-2018-0267	November 22, 2018
EB-2020-0143	August 13, 2020
EB-2020-0185	September 11, 2020
EB-2022-0244	September 22, 2022

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Wataynikaneyap Power GP Inc., on behalf of Wataynikaneyap Power LP  
Electricity Distribution Licence ED-2017-0236

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## 1 Definitions

In this Licence:

“**Accounting Procedures Handbook**” means the handbook, approved by the Board which specifies the accounting records, accounting principles and accounting separation standards to be followed by the Licensee;

“**Act**” means the *Ontario Energy Board Act, 1998*, S.O. 1998, c. 15, Schedule B;

“**Affiliate Relationships Code for Electricity Distributors and Transmitters**” means the code, approved by the Board which, among other things, establishes the standards and conditions for the interaction between electricity distributors or transmitters and their respective affiliated companies;

“**distribution services**” means services related to the distribution of electricity and the services the Board has required distributors to carry out, including the sales of electricity to consumers under section 29 of the Act, for which a charge or rate has been established in the Rate Order;

“**distribution system**” means a system for distributing electricity, and includes any structures, equipment or other things used for that purpose;

“**Distribution System Code**” means the code approved by the Board which, among other things, establishes the obligations of the distributor with respect to the services and terms of service to be offered to customers and retailers and provides minimum, technical operating standards of distribution systems;

“**Electricity Act**” means the *Electricity Act, 1998*, S.O. 1998, c. 15, Schedule A;

“**IESO**” means the Independent Electricity System Operator;

“**Licensee**” means Wataynikaneyap Power GP Inc., on behalf of Wataynikaneyap Power LP;

“**Market Rules**” means the rules made under section 32 of the Electricity Act;

“**Performance Standards**” means the performance targets for the distribution and connection activities of the Licensee as established by the Board in accordance with section 83 of the Act;

“**Rate Order**” means an Order or Orders of the Board establishing rates the Licensee is permitted to charge;

“**regulation**” means a regulation made under the Act or the Electricity Act;

“**Retail Settlement Code**” means the code approved by the Board which, among other things, establishes a distributor’s obligations and responsibilities associated with financial settlement among retailers and consumers and provides for tracking and facilitating consumer transfers among competitive retailers;



**“service area”** means the distribution system through which the Licensee is authorized by its licence to distribute electricity;

**“Standard Supply Service Code”** means the code approved by the Board which, among other things, establishes the minimum conditions that a distributor must meet in carrying out its obligations to sell electricity under section 29 of the Electricity Act;

**“wholesaler”** means a person that purchases electricity or ancillary services in the IESO administered markets or directly from a generator or, a person who sells electricity or ancillary services through the IESO-administered markets or directly to another person other than a consumer.

## **2 Interpretation**

- 2.1 In this Licence, words and phrases shall have the meaning ascribed to them in the Act or the Electricity Act. Words or phrases importing the singular shall include the plural and vice versa. Headings are for convenience only and shall not affect the interpretation of the Licence. Any reference to a document or a provision of a document includes an amendment or supplement to, or a replacement of, that document or that provision of that document. In the computation of time under this Licence, where there is a reference to a number of days between two events, they shall be counted by excluding the day on which the first event happens and including the day on which the second event happens and where the time for doing an act expires on a holiday, the act may be done on the next day that is not a holiday.

## **3 Authorization**

- 3.1 The Licensee is authorized, under Part V of the Act and subject to the terms and conditions set out in this Licence:
- a) to own and operate a distribution system in the service area described in Schedule 1 of this Licence;
  - b) to retail electricity for the purposes of fulfilling its obligation under section 29 of the Electricity Act in the manner specified in Schedule 2 of this Licence; and
  - c) to act as a wholesaler for the purposes of fulfilling its obligations under the Retail Settlement Code or under section 29 of the Electricity Act.

## **4 Obligation to Comply with Legislation, Regulations and Market Rules**

- 4.1 The Licensee shall comply with all applicable provisions of the Act and the Electricity Act and regulations under these Acts, except where the Licensee has been exempted from such compliance by regulation.
- 4.2 The Licensee shall comply with all applicable Market Rules.

## **5 Obligation to Comply with Codes**

- 5.1 The Licensee shall at all times comply with the following Codes (collectively the “Codes”) approved by the Board, except where the Licensee has been specifically exempted from such

compliance by the Board. Any exemptions granted to the licensee are set out in Schedule 3 of this Licence. The following Codes apply to this Licence:

- a) the Affiliate Relationships Code for Electricity Distributors and Transmitters;
- b) the Distribution System Code;
- c) the Retail Settlement Code; and
- d) the Standard Supply Service Code.

5.2 The Licensee shall:

- a) make a copy of the Codes available for inspection by members of the public at its head office and regional offices during normal business hours; and
- b) provide a copy of the Codes to any person who requests it. The Licensee may impose a fair and reasonable charge for the cost of providing copies.

## **6 Obligation to Provide Non-discriminatory Access**

6.1 The Licensee shall, upon the request of a consumer, generator or retailer, provide such consumer, generator or retailer with access to the Licensee's distribution system and shall convey electricity on behalf of such consumer, generator or retailer in accordance with the terms of this Licence.

## **7 Obligation to Connect**

7.1 The Licensee shall connect a building to its distribution system if:

- a) the building lies along any of the lines of the distributor's distribution system; and
- b) the owner, occupant or other person in charge of the building requests the connection in writing.

7.2 The terms of such connection or offer to connect shall be fair and reasonable and made in accordance with the Distribution System Code, and the Licensee's Rate Order as approved by the Board.

7.3 The Licensee shall not refuse to connect or refuse to make an offer to connect unless it is permitted to do so by the Act or a regulation or any Codes to which the Licensee is obligated to comply with as a condition of this Licence.

## **8 Obligation to Sell Electricity**

8.1 The Licensee shall fulfill its obligation under section 29 of the Electricity Act to sell electricity in accordance with the requirements established in the Standard Supply Service Code, the Retail Settlement Code and the Licensee's Rate Order as approved by the Board.

## **9 Obligation to Maintain System Integrity**

- 9.1 The Licensee shall maintain its distribution system in accordance with the standards established in the Distribution System Code and Market Rules, and have regard to any other recognized industry operating or planning standards adopted by the Board.

## **10 Market Power Mitigation Rebates**

- 10.1 The Licensee shall comply with the pass through of Ontario Power Generation rebate conditions set out in Appendix A of this Licence.

## **11 Distribution Rates**

- 11.1 The Licensee shall not charge for connection to the distribution system, the distribution of electricity or the retailing of electricity to meet its obligation under section 29 of the Electricity Act except in accordance with a Rate Order of the Board.

## **12 Separation of Business Activities**

- 12.1 The Licensee shall keep financial records associated with distributing electricity separate from its financial records associated with transmitting electricity or other activities in accordance with the Accounting Procedures Handbook and as otherwise required by the Board.

## **13 Expansion of Distribution System**

- 13.1 The Licensee shall not construct, expand or reinforce an electricity distribution system or make an interconnection except in accordance with the Act and Regulations, the Distribution System Code and applicable provisions of the Market Rules.
- 13.2 In order to ensure and maintain system integrity or reliable and adequate capacity and supply of electricity, the Board may order the Licensee to expand or reinforce its distribution system in accordance with Market Rules and the Distribution System Code, or in such a manner as the Board may determine.

## **14 Provision of Information to the Board**

- 14.1 The Licensee shall maintain records of and provide, in the manner and form determined by the Board, such information as the Board may require from time to time.
- 14.2 Without limiting the generality of paragraph 14.1, the Licensee shall notify the Board of any material change in circumstances that adversely affects or is likely to adversely affect the business, operations or assets of the Licensee as soon as practicable, but in any event no more than twenty (20) days past the date upon which such change occurs.

## **15 Restrictions on Provision of Information**

- 15.1 The Licensee shall not use information regarding a consumer, retailer, wholesaler or generator obtained for one purpose for any other purpose without the written consent of the consumer, retailer, wholesaler or generator.

- 15.2 The Licensee shall not disclose information regarding a consumer, retailer, wholesaler or generator to any other party without the written consent of the consumer, retailer, wholesaler or generator, except where such information is required to be disclosed:
- a) to comply with any legislative or regulatory requirements, including the conditions of this Licence;
  - b) for billing, settlement or market operations purposes;
  - c) for law enforcement purposes; or
  - d) to a debt collection agency for the processing of past due accounts of the consumer, retailer, wholesaler or generator.
- 15.3 The Licensee may disclose information regarding consumers, retailers, wholesalers or generators where the information has been sufficiently aggregated such that their particular information cannot reasonably be identified.
- 15.4 The Licensee shall inform consumers, retailers, wholesalers and generators of the conditions under which their information may be released to a third party without their consent.
- 15.5 If the Licensee discloses information under this section, the Licensee shall ensure that the information provided will not be used for any other purpose except the purpose for which it was disclosed.

## **16 Customer Complaint and Dispute Resolution**

- 16.1 The Licensee shall:
- a) have a process for resolving disputes with customers that deals with disputes in a fair, reasonable and timely manner;
  - b) publish information which will make its customers aware of and help them to use its dispute resolution process;
  - c) make a copy of the dispute resolution process available for inspection by members of the public at each of the Licensee's premises during normal business hours;
  - d) give or send free of charge a copy of the process to any person who reasonably requests it; and
  - e) subscribe to and refer unresolved complaints to an independent third party complaints resolution service provider selected by the Board. This condition will become effective on a date to be determined by the Board. The Board will provide reasonable notice to the Licensee of the date this condition becomes effective.

## **17 Term of Licence**

- 17.1 This Licence shall take effect on September 28, 2017 and expire on June 30, 2023. The term of this Licence may be extended by the Board.

## **18 Fees and Assessments**

18.1 The Licensee shall pay all fees charged and amounts assessed by the Board.

## **19 Communication**

19.1 The Licensee shall designate a person that will act as a primary contact with the Board on matters related to this Licence. The Licensee shall notify the Board promptly should the contact details change.

19.2 All official communication relating to this Licence shall be in writing.

19.3 All written communication is to be regarded as having been given by the sender and received by the addressee:

- a) when delivered in person to the addressee by hand, by registered mail or by courier;
- b) ten (10) business days after the date of posting if the communication is sent by regular mail; and
- c) when received by facsimile transmission by the addressee, according to the sender's transmission report.

## **20 Copies of the Licence**

20.1 The Licensee shall:

- a) make a copy of this Licence available for inspection by members of the public at its head office and regional offices during normal business hours; and
- b) provide a copy of this Licence to any person who requests it. The Licensee may impose a fair and reasonable charge for the cost of providing copies.

## **21 Pole Attachments**

21.1 The Licensee shall provide access to its distribution poles to all Canadian carriers, as defined by the Telecommunications Act, and to all cable companies that operate in the Province of Ontario. For each attachment, with the exception of wireless attachments, the Licensee shall charge the rate approved by the Board and included in the Licensee's tariff.

21.2 The Licensee shall:

- a) annually report the net revenue, and the calculations used to determine that net revenue, earned from allowing wireless attachments to its poles. Net revenues will be accumulated in a deferral account approved by the Board;
- b) credit that net revenue against its revenue requirement subject to Board approval in rate proceedings; and
- c) provide access for wireless attachments to its poles on commercial terms normally found in a competitive market.

## **22 Administration of COVID-19 Energy Support Program**

22.1 For the purposes of paragraphs 22.1 to 22.8:

“Application Form” means the form of application for CEAP approved by the Board, including the use of that form by telephone

“CEAP” means the COVID-19 Energy Assistance Program as described in the Board’s Decision and Order dated June 16, 2020

“CEAP-eligible account” means an account in the Licensee’s residential class that meets all of the following criteria:

- (a) the account was in good standing (i.e. all amounts on account of electricity charges that were payable were fully paid) on March 17, 2020, and the account was not enrolled in an arrears payment for amounts owing prior to March 17, 2020
- (b) complete payment on account of electricity charges has not been made on at least two electricity bills issued since March 17, 2020, and the account has an Overdue Balance on the date of receipt of the Application Form for the account including where the account is enrolled in an arrears payment agreement for amounts incurred following March 17, 2020,
- (c) the account has not received funding under the Low-income Energy Assistance Program or the Ontario Electricity Support Program in 2020; and
- (d) the account holder has provided a complete Application Form and has declared, through the Application Form, that they or their spouse or common-law partner that resides in the same residence:
  - are unemployed on the date that they provide their completed Application Form to the Licensee
  - have received Employment Insurance or the Canada Emergency Response Benefit since March 17, 2020

“Overdue Balance” means the amount by which the account holder’s balance is past due in respect of Electricity Charges at the time the Application Form is received by the Licensee. Amounts that may be on the bill but are not yet past due are not part of the Overdue Balance.

“electricity charges” means:

- (a) charges that appear under the sub-headings “Electricity”, “Delivery”, and “Regulatory Charges” as described in Ontario Regulation 275/04 (Information on Invoices to Certain Classes of Consumers of Electricity) made under the Act, and all applicable taxes on those charges;
- (b) where applicable, charges prescribed by regulations under section 25.33 of the Electricity Act and all applicable taxes on those charges

- (c) Board-approved specific service charges, including late payment charges, and such other charges and applicable taxes associated with the consumption of electricity as may be required by law to be included on the bill issued to the customer or as may be designated by the Board for the purposes of this definition, but not including security deposits, amounts owed by a customer pursuant to a billing adjustment, or amounts under an arrears payment agreement entered into prior to March 17, 2020; and
- (d) any financial assistance provided for under the *Ontario Rebate for Electricity Consumers Act, 2016*

22.2 The Licensee shall start to accept Application Forms as of July 13, 2020.

22.3 The Licensee shall:

- (a) Make copies of the Application Form available on its web site and to any customer on request.
- (b) Process all complete Application Forms in the order in which they are received.
- (c) Accept Application Forms by e-mail or mail, and may also allow the Application Form to be completed online or by telephone, provided that where Application Forms are completed by telephone the call must be recorded and must document confirmation of all information requested on the Application Form, including consent and the applicant's declaration of eligibility.
- (d) Process each complete Application Form within 10 business days of receipt.

22.4 The Licensee shall provide a credit to a CEAP-eligible account in an amount equal to half of the Overdue Balance for the account:

- (a) to a maximum of \$230, where the Application Form declares that the account is for a residence that mainly uses electric heating or in which an eligible medical device is used
- (b) to a maximum of or \$115, in all other cases.

22.5 The credit must be applied on the next bill issued to the CEAP-eligible account after the processing of the Application Form for the account as set out in paragraph 22.3(d), where feasible, and in any event no later than on the following bill.

22.6 Despite paragraph 22.4:

- (a) The Licensee is not required to provide a credit to a CEAP-eligible account if the total amount of CEAP funding available to the Licensee as specified by the Board has been expended; and
- (b) The Licensee shall not provide a credit to a CEAP-eligible account more than once.

22.7 Reimbursement for credits provided by the Licensee to CEAP-eligible accounts, up to the total referred to in paragraph 22.5(a), are recoverable from the Independent Electricity System

Operator. The Licensee shall provide information in such form and manner, and within such time, as the IESO may reasonably require, in respect of requests for reimbursement. The Licensee shall not seek reimbursement from the Independent Electricity System Operator for any amount above the total referred to in paragraph 22.5(a) or on account of any costs relating to the administration of CEAP.

22.8 The Licensee shall keep the following records for two years, and make them available to the Board upon request:

- (a) Copies of all Application Forms received, including recordings of calls where the Application Form is provided by telephone, and copies of any communications with customers about CEAP.
- (b) A record of all Application Forms that were accepted as complete and a credit was provided to CEAP-eligible accounts, and a record of all Application Forms that were denied
- (c) A record of the credit provided to each CEAP-eligible account, as well as the total amount of credits provided to all CEAP-eligible accounts.

22.9 The Licensee shall report to the Board, as soon as practicable, the date on which the total amount of CEAP funding referred to in paragraph 22.5(a) has been expended.

22.10 Paragraphs 22.1 to 22.8 govern over any provisions of the Distribution System Code or the Standard Supply Service Code in the event of any inconsistency.

### **23 Administration of COVID-19 Energy Support Program – Small Business**

23.1 For the purposes of paragraphs 23.1 to 23.8:

“Application Form” means the form of application for CEAP-SB approved by the Board, including the use of that form by telephone

“CEAP-SB” means the COVID-19 Energy Assistance Program – Small Business as described in the Board’s Decision and Order dated August 7, 2020

“CEAP-SB eligible account” means an account for premises in the Licensee’s GS<50 class (for electricity distributors) / relevant commercial class and whose annual usage is less than 150,000 kWh (for USMPs) that meets all of the following criteria:

- a) the account holder has a registered business number or charitable registration number for the business or registered charity operating out of the premises,
- b) the account was in good standing (i.e. all amounts on account of electricity charges that were payable were fully paid) on March 17, 2020, and the account was not enrolled in an arrears payment agreement for amounts owing prior to March 17, 2020,
- c) complete payment on account of electricity charges has not been made on at least two electricity bills issued since March 17, 2020, and the account has an Overdue Balance on the date of receipt of the Application Form for the account including where the account is enrolled in an arrears payment agreement for amounts incurred following March 17, 2020,



- d) the account holder has confirmed in the Application Form that it is not applying for a CEAP-SB credit for another location or electricity account anywhere in the Province of Ontario for the same small business or registered charity,
- e) the account holder has provided a complete Application Form and has declared, through the Application Form, that their small business or registered charity's premises was required to close to the public for regular operations for at least 15 days as a result of a government order or inability to comply with public health recommendations.

Note that the Licensee is only required to verify the information in items (b), (c), and (e) above.

"electricity charges" means:

- a) charges that appear under the sub-headings "Electricity", "Delivery", and "Regulatory Charges" as described in Ontario Regulation 275/04 (Information on Invoices to Certain Classes of Consumers of Electricity) made under the Act, and all applicable taxes on those charges;
- b) where applicable, charges prescribed by regulations under section 25.33 of the Electricity Act and all applicable taxes on those charges
- c) Board-approved specific service charges, including late payment charges, and such other charges and applicable taxes associated with the consumption of electricity as may be required by law to be included on the bill issued to the customer or as may be designated by the Board for the purposes of this definition, but not including security deposits, amounts owed by a customer pursuant to a billing adjustment, or amounts under a payment agreement entered into prior to March 17, 2020; and
- d) any financial assistance provided for under the *Ontario Rebate for Electricity Consumers Act, 2016*; and

"Overdue Balance" means the amount by which the account holder's balance is past due in respect of Electricity Charges at the time the Application Form is received by the Licensee. Amounts that may be on the bill but are not yet past due are not part of the Overdue Balance.

23.2 The Licensee shall start to accept Application Forms as of August 31, 2020.

23.3 The Licensee shall:

- a) Make copies of the Application Form available on its web site and to any customer on request.
- b) Process all complete Application Forms in the order in which they are received.
- c) Accept Application Forms by e-mail or mail, and may also allow the Application Form to be completed online or by telephone, provided that where Application Forms are completed by telephone the call must be recorded and must document confirmation of all information requested on the Application Form, including consent and the applicant's declaration of eligibility.

- d) Process each complete Application Form within 10 business days of receipt.
- 23.4 The Licensee shall provide a credit to a CEAP-SB eligible account up to the amount of the Overdue Balance for the account:
- a) to a maximum of \$850, where the Application Form declares that the account is for small business or registered charity premises that primarily uses electricity for heating; or
  - b) to a maximum of or \$425, in all other cases.
- The credit must be applied on the next bill issued to the CEAP-SB eligible account after the processing of the Application Form for the account as set out in paragraph 23.3(d), where feasible, and in any event no later than on the following bill.
- 23.5 Despite paragraph 24.4:
- a) The Licensee is not required to provide a credit to a CEAP-SB eligible account if the total amount of CEAP-SB funding available to the Licensee as specified by the Board has been expended; and
  - b) The Licensee shall not provide a credit to a CEAP-SB eligible account more than once.
- 23.6 Reimbursement for credits provided by the Licensee to CEAP-SB eligible accounts, up to the total referred to in paragraph 23.5(a), are recoverable from the Independent Electricity System Operator. The Licensee shall provide information in such form and manner, and within such time, as the IESO may reasonably require, in respect of requests for reimbursement. The Licensee shall not seek reimbursement from the Independent Electricity System Operator for any amount above the total referred to in paragraph 23.5(a) or on account of any costs relating to the administration of CEAP-SB.
- 23.7 The Licensee shall keep the following records for two years, and make them available to the Board upon request:
- a) Copies of all Application Forms received, including recordings of calls where the Application Form is provided by telephone, and copies of any communications with customers about CEAP-SB.
  - b) A record of all Application Forms that were accepted as complete and a credit was provided to CEAP-SB eligible accounts, and a record of all Application Forms that were denied.
  - c) A record of the credit provided to each CEAP-SB eligible account, as well as the total amount of credits provided to all CEAP-SB eligible accounts.
- 23.8 The Licensee shall report to the Board, as soon as practicable, the date on which the total amount of CEAP-SB funding referred to in paragraph 23.5(a) has been expended.
- 23.9 Paragraphs 23.1 to 23.8 govern over any provisions of the Distribution System Code or the Standard Supply Service Code in the event of any inconsistency.

**SCHEDULE 1                      DEFINITION OF DISTRIBUTION SERVICE AREA**

This Schedule specifies the service area where the Licensee is authorized to distribute and sell electricity in accordance with paragraphs 3 and 8.1 of this Licence.

1. A distribution system, of approximately 117 km in length, running from a point in the Municipality of Red Lake to the Pikangikum First Nation Reserve. The distribution line will connect at its southern end to Hydro One Networks Inc.'s distribution system at a point north of Red Lake, the line will run north to a transformer station at Berens River, and then northwest until it reaches Pikangikum First Nation Reserve.

**SCHEDULE 2                      PROVISION OF STANDARD SUPPLY SERVICE**

This Schedule specifies the manner in which the Licensee is authorized to retail electricity for the purposes of fulfilling its obligation under section 29 of the Electricity Act.

2. The Licensee is authorized to retail electricity directly to consumers within its service area in accordance with paragraph 8.1 of this Licence, any applicable exemptions to this Licence, and at the rates set out in the Rate Orders.

**SCHEDULE 3                      LIST OF CODE EXEMPTIONS**

This Schedule specifies any specific Code requirements from which the Licensee has been exempted.

1. The Licensee is exempt from the metering and settlement requirements pertaining to host and embedded distributors in Sections 3.1, 3.2, 4.1, 5.1 and 6 of the Retail Settlement Code, in relation to any costs being settled directly between Hydro One Networks Inc. and Hydro One Remote Communities Inc. This exemption applies only if Hydro One Remote Communities Inc. remains the sole customer of the Licensee.
2. The Licensee is exempt from Sections 2.1 and 2.2 of the Electricity Reporting and Record Keeping Requirements. This exemption applies only if Hydro One Remote Communities Inc. remains the sole customer of the Licensee.

## APPENDIX A MARKET POWER MITIGATION REBATES

### 1. Definitions and Interpretations

In this Licence

“embedded distributor” means a distributor who is not a market participant and to whom a host distributor distributes electricity;

“embedded generator” means a generator who is not a market participant and whose generation facility is connected to a distribution system of a distributor, but does not include a generator who consumes more electricity than it generates;

“host distributor” means a distributor who is a market participant and who distributes electricity to another distributor who is not a market participant.

In this Licence, a reference to the payment of a rebate amount by the IESO includes interim payments made by the IESO.

### 2. Information Given to IESO

- a Prior to the payment of a rebate amount by the IESO to a distributor, the distributor shall provide the IESO, in the form specified by the IESO and before the expiry of the period specified by the IESO, with information in respect of the volumes of electricity withdrawn by the distributor from the IESO-controlled grid during the rebate period and distributed by the distributor in the distributor’s service area to:
  - i consumers served by a retailer where a service transaction request as defined in the Retail Settlement Code has been implemented; and
  - ii consumers other than consumers referred to in clause (i) who are not receiving the fixed price under sections 79.4, 79.5 and 79.16 of the *Ontario Energy Board Act, 1998*.
- b Prior to the payment of a rebate amount by the IESO to a distributor which relates to electricity consumed in the service area of an embedded distributor, the embedded distributor shall provide the host distributor, in the form specified by the IESO and before the expiry of the period specified in the Retail Settlement Code, with the volumes of electricity distributed during the rebate period by the embedded distributor’s host distributor to the embedded distributor net of any electricity distributed to the embedded distributor which is attributable to embedded generation and distributed by the embedded distributor in the embedded distributor’s service area to:
  - i consumers served by a retailer where a service transaction request as defined in the Retail Settlement Code has been implemented; and
  - ii consumers other than consumers referred to in clause (i) who are not receiving the fixed price under sections 79.4, 79.5 and 79.16 of the *Ontario Energy Board Act, 1998*.

- c Prior to the payment of a rebate amount by the IESO to a distributor which relates to electricity consumed in the service area of an embedded distributor, the host distributor shall provide the IESO, in the form specified by the IESO and before the expiry of the period specified by the IESO, with the information provided to the host distributor by the embedded distributor in accordance with section 2.

The IESO may issue instructions or directions providing for any information to be given under this section. The IESO shall rely on the information provided to it by distributors and there shall be no opportunity to correct any such information or provide any additional information and all amounts paid shall be final and binding and not subject to any adjustment.

For the purposes of attributing electricity distributed to an embedded distributor to embedded generation, the volume of electricity distributed by a host distributor to an embedded distributor shall be deemed to consist of electricity withdrawn from the IESO-controlled grid or supplied to the host distributor by an embedded generator in the same proportion as the total volume of electricity withdrawn from the IESO-controlled grid by the distributor in the rebate period bears to the total volume of electricity supplied to the distributor by embedded generators during the rebate period.

### 3. Pass Through of Rebate

A distributor shall promptly pass through, with the next regular bill or settlement statement after the rebate amount is received, any rebate received from the IESO, together with interest at the Prime Rate, calculated and accrued daily, on such amount from the date of receipt, to:

- a retailers who serve one or more consumers in the distributor's service area where a service transaction request as defined in the Retail Settlement Code has been implemented;
- b consumers who are not receiving the fixed price under sections 79.4, 79.5 and 79.16 of the *Ontario Energy Board Act, 1998* and who are not served by a retailer where a service transaction request as defined in the Retail Settlement Code has been implemented; and
- c embedded distributors to whom the distributor distributes electricity.

The amounts paid out to the recipients listed above shall be based on energy consumed and calculated in accordance with the rules set out in the Retail Settlement Code. These payments may be made by way of set off at the option of the distributor.

If requested in writing by OPGI, the distributor shall ensure that all rebates are identified as coming from OPGI in the following form on or with each applicable bill or settlement statement:

"ONTARIO POWER GENERATION INC. rebate"

Any rebate amount which cannot be distributed as provided above or which is returned by a retailer to the distributor in accordance with its licence shall be promptly returned to the host distributor or IESO as applicable, together with interest at the Prime Rate, calculated and accrued daily, on such amount from the date of receipt.

Nothing shall preclude an agreement whereby a consumer assigns the benefit of a rebate payment to a retailer or another party.

Pending pass-through or return to the IESO of any rebate received, the distributor shall hold the funds received in trust for the beneficiaries thereof in a segregated account.

## **ONTARIO POWER GENERATION INC. REBATES**

For the payments that relate to the period from May 1, 2006 to April 30, 2009, the rules set out below shall apply.

### **1. Definitions and Interpretations**

In this Licence

“embedded distributor” means a distributor who is not a market participant and to whom a host distributor distributes electricity;

“embedded generator” means a generator who is not a market participant and whose generation facility is connected to a distribution system of a distributor, but does not include a generator who consumes more electricity than it generates;

“host distributor” means a distributor who is a market participant and who distributes electricity to another distributor who is not a market participant.

In this Licence, a reference to the payment of a rebate amount by the IESO includes interim payments made by the IESO.

### **2. Information Given to IESO**

- a Prior to the payment of a rebate amount by the IESO to a distributor, the distributor shall provide the IESO, in the form specified by the IESO and before the expiry of the period specified by the IESO, with information in respect of the volumes of electricity withdrawn by the distributor from the IESO-controlled grid during the rebate period and distributed by the distributor in the distributor’s service area to:
  - i consumers served by a retailer where a service transaction request as defined in the Retail Settlement Code has been implemented and the consumer is not receiving the prices established under sections 79.4, 79.5 and 79.16 of the *Ontario Energy Board Act, 1998*; and
  - ii consumers other than consumers referred to in clause (i) who are not receiving the fixed price under sections 79.4, 79.5 and 79.16 of the *Ontario Energy Board Act, 1998*.
- b Prior to the payment of a rebate amount by the IESO to a distributor which relates to electricity consumed in the service area of an embedded distributor, the embedded distributor shall provide the host distributor, in the form specified by the IESO and before the expiry of the period specified in the Retail Settlement Code, with the volumes of electricity distributed during the rebate period by the embedded distributor’s host distributor to the embedded distributor net of any electricity



distributed to the embedded distributor which is attributable to embedded generation and distributed by the embedded distributor in the embedded distributor's service area to:

- i consumers served by a retailer where a service transaction request as defined in the Retail Settlement Code has been implemented; and
  - ii consumers other than consumers referred to in clause (i) who are not receiving the fixed price under sections 79.4, 79.5 and 79.16 of the *Ontario Energy Board Act, 1998*.
- c Prior to the payment of a rebate amount by the IESO to a distributor which relates to electricity consumed in the service area of an embedded distributor, the host distributor shall provide the IESO, in the form specified by the IESO and before the expiry of the period specified by the IESO, with the information provided to the host distributor by the embedded distributor in accordance with section 2.

The IESO may issue instructions or directions providing for any information to be given under this section. The IESO shall rely on the information provided to it by distributors and there shall be no opportunity to correct any such information or provide any additional information and all amounts paid shall be final and binding and not subject to any adjustment.

For the purposes of attributing electricity distributed to an embedded distributor to embedded generation, the volume of electricity distributed by a host distributor to an embedded distributor shall be deemed to consist of electricity withdrawn from the IESO-controlled grid or supplied to the host distributor by an embedded generator in the same proportion as the total volume of electricity withdrawn from the IESO-controlled grid by the distributor in the rebate period bears to the total volume of electricity supplied to the distributor by embedded generators during the rebate period.

### **3. Pass Through of Rebate**

A distributor shall promptly pass through, with the next regular bill or settlement statement after the rebate amount is received, any rebate received from the IESO, together with interest at the Prime Rate, calculated and accrued daily, on such amount from the date of receipt, to:

- a retailers who serve one or more consumers in the distributor's service area where a service transaction request as defined in the Retail Settlement Code has been implemented and the consumer is not receiving the prices established under sections 79.4, 79.5 and 79.16 of the *Ontario Energy Board Act, 1998*;
- b consumers who are not receiving the fixed price under sections 79.4, 79.5 and 79.16 of the *Ontario Energy Board Act, 1998* and who are not served by a retailer where a service transaction request as defined in the Retail Settlement Code has been implemented; and
- c embedded distributors to whom the distributor distributes electricity.

The amounts paid out to the recipients listed above shall be based on energy consumed and calculated in accordance with the rules set out in the Retail Settlement Code. These payments may be made by way of set off at the option of the distributor.

If requested in writing by OPGI, the distributor shall ensure that all rebates are identified as coming from OPGI in the following form on or with each applicable bill or settlement statement:

“ONTARIO POWER GENERATION INC. rebate”

Any rebate amount which cannot be distributed as provided above or which is returned by a retailer to the distributor in accordance with its licence shall be promptly returned to the host distributor or IESO as applicable, together with interest at the Prime Rate, calculated and accrued daily, on such amount from the date of receipt.

Nothing shall preclude an agreement whereby a consumer assigns the benefit of a rebate payment to a retailer or another party.

Pending pass-through or return to the IESO of any rebate received, the distributor shall hold the funds received in trust for the beneficiaries thereof in a segregated account.