



EB-2008-0142
EB-2008-0143
EB-2006-0144

IN THE MATTER OF the *Ontario Energy Board Act, 1998*,
S.O. 1998, c. 15, Schedule B;

AND IN THE MATTER OF applications by Cornwall Street
Railway Light and Power Company Limited and Canadian
Niagara Power Inc. pursuant to section 74 of the *Ontario
Energy Board Act, 1998* for certain amendments to
distribution licences ED-2004-0405 and ED-2002-0572, and
transmission licence ET-2003-0073.

By delegation, before: Jennifer Lea

DECISION AND ORDER

The Application

On June 13, 2008, Cornwall Street Railway Light and Power Company Limited ("Cornwall Electric") and Canadian Niagara Power Inc. ("CNPI") filed applications with the Ontario Energy Board requesting certain amendments to the distribution licences of Cornwall Electric (ED-2004-0405) and CNPI (ED-2002-0572), and to the transmission licence of CNPI (ET-2003-0073). With respect to the three licences, the applicants have requested the following amendments:

1. In Schedule 3 of the distribution licences (Schedule 2 of the transmission licence) to replace a reference to "FortisOntario Generation Corporation" with "Fortis Properties Corporation";
2. In Schedule 3 of the distribution licences to change a reference to the date of the Services Agreement from "July 23, 2003" to "September 15, 2005"; and
3. To replace references to "IMO" with "IESO".

With respect to its distribution licence, Cornwall Electric has requested the addition to Schedule 2 of its licence a reference to a new long term electricity purchase contract that was recently entered into by Cornwall Electric and HQ Marketing Inc.

The applicants have requested that the Board dispose of this matter without a hearing under section 21(4)(b) of the *Ontario Energy Board Act, 1998* (the “Act”) as no person will be adversely affected in a material way by the outcome of this proceeding.

I find that no person will be adversely affected in a material way by the outcome of this proceeding, and therefore have disposed of this matter without a hearing.

The amendments are granted as requested.

Reasons

Replacement of FortisOntario Generation Corporation with Fortis Properties Corporation

Cornwall Electric, a licensed electricity distributor (ED-2004-0405), and CNPI, a licensed electricity distributor (ED-2002-0572) and transmitter (ET-2003-0073), are wholly-owned subsidiaries of Fortis Ontario Inc., which is a wholly-owned subsidiary of Fortis Inc. Each of the three licences contains a list of code exemptions. In particular, all three licences provide exemptions from certain sections of the Affiliate Relationships Code for Electricity Distributors and Transmitters (the “ARC”). In the distribution licences, these exemptions are specified in Schedule 3, and in the transmission licence they are specified in Schedule 2.

The exemption schedules also indicate that the exemptions from the requirements of the ARC are subject to certain conditions. Two conditions of note refer to “FortisOntario Generation Corporation”. Pursuant to an internal corporate reorganization of certain Fortis energy companies, FortisOntario Generation Corporation now forms part of Fortis Properties Corporation, a wholly owned subsidiary of Fortis Inc. It is appropriate to grant the amendments to recognize the new corporate name.

Change of date for Shared Services Agreements

Pursuant to a Board Decision and Order dated August 31, 2004 (RP-2003-0254 / EB-2003-0318) granting exemptions from certain provisions of the ARC, Fortis Ontario Inc. has filed with the Board four revised services agreements dated September 15, 2005. These services agreements replace earlier services agreements dated July 23, 2003 that are referred to in Schedule 3 of the distribution licences and Schedule 2 of the transmission licence. The amendments to recognize the new service agreements will be made.

Replacement of IMO with IESO

The corporate name of the Independent Market Operator ("IMO") has been changed to the Independent Electricity System Operator ("IESO"). The licences will be amended to recognize this change.

Inclusion of reference to New Long Term Contract with Hydro Quebec

Cornwall Electric is not connected to the IESO controlled grid and obtains its electricity supply from Hydro Quebec. As set out in its distribution licence, rates for consumers in the Cornwall Electric service territory are established pursuant to a franchise agreement with the City of Cornwall.

Schedule 2 of the Cornwall Electric licence, relating to Standard Supply Service, currently states that:

The Licensee shall obtain the electricity required to fulfill that obligation [to sell electricity under s. 29 of the Electricity Act] under and in accordance with the terms of the Licensee's agreement with Hydro Quebec dated September 23, 1994 or for so long as that agreement remains in effect.

The evidence shows that Cornwall Electric has entered into a new long term electricity supply contract dated May 23, 2008 with HQ Energy Marketing Inc., a wholly-owned subsidiary of Hydro Quebec, for a 100 MW supply of electricity for an 11 ½ year term. The distribution licence will accordingly be amended.

It is also appropriate to take this opportunity to make a number of editorial changes to the applicants' distribution and transmission licences, in order to reflect changes that have been made to the Board's distribution and transmission licence templates and to the Affiliate Relationships Code for Electricity Distributors and Transmitters.

IT IS ORDERED THAT:

1. Cornwall Street Railway Light and Power Company Limited's distribution licence (ED-2004-0405) is amended in accordance with the revised licence attached as Appendix A to this decision and order.
2. Canadian Niagara Power Inc.'s distribution licence (ED-2002-0572) is amended in accordance with the revised licence attached as Appendix B to this decision and order.
3. Canadian Niagara Power Inc.'s transmission licence (ET-2003-0073) is amended in accordance with the revised licence attached as Appendix C to this decision and order.

DATED at Toronto, September 10, 2008

ONTARIO ENERGY BOARD

Original signed by

Jennifer Lea
Counsel, Special Projects

Appendix A

to

Decision and Order

EB-2008-0142

Cornwall Street Railway Light and Power Company (ED-2004-0405)

September 10, 2008

Appendix B
to
Decision and Order

EB-2008-0143

Canadian Niagara Power Inc. (ED-2002-0572)

September 10, 2008

Appendix C
to
Decision and Order

EB-2008-0144

Canadian Niagara Power Inc. (ET-2003-0073)

September 10, 2008



Electricity Transmission Licence

ET-2003-0073

Canadian Niagara Power Inc.

Valid Until

December 23, 2023

Original signed by

Jennifer Lea
Counsel, Special Projects
Ontario Energy Board
Date of Issuance: December 24, 2003
Date of Amendment: August 31, 2004
Date of Amendment: November 20, 2006
Date of Amendment: September 10, 2008

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Canadian Niagara Power Inc.
Electricity Transmission Licence ET-2003-0073

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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;

"Board" means the Ontario Energy Board;

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

"Licensee" means Canadian Niagara Power Inc.;

"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;

"transmission services" means services related to the transmission of electricity and the services the Board has required transmitters to carry out for which a charge or rate has been established in the Rate Order;

"Transmission System Code" means the code approved by the Board and in effect at the relevant time, which, among other things, establishes the obligations of a transmitter with respect to the services and terms of service to be offered to customers and provides minimum technical operating standards of transmission systems;

"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. 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 to own and operate a transmission system consisting of the facilities described in Schedule 1 of this Licence, including all associated transmission equipment.

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 2 of this Licence. The following Codes apply to this Licence:
- a) the Affiliate Relationships Code for Electricity Distributors and Transmitters; and
 - b) the Transmission System 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 Requirement to Enter into an Operating Agreement

- 6.1 The Licensee shall enter into an agreement ("Operating Agreement") with the IESO providing for the direction by the IESO of the operation of the Licensee's transmission system. Following a request made by the IESO, the Licensee and the IESO shall enter into an Operating Agreement

within a period of 90 business days, unless extended with leave of the Board. The Operating Agreement shall be filed with the Board within ten (10) business days of its completion.

- 6.2 Where there is a dispute that cannot be resolved between the parties with respect to any of the terms and conditions of the Operating Agreement, the IESO or the Licensee may apply to the Board to determine the matter.

7 Obligation to Provide Non-discriminatory Access

- 7.1 The Licensee shall, upon the request of a consumer, generator, distributor or retailer, provide such consumer, generator, distributor or retailer, as the case may be, with access to the Licensee's transmission system and shall convey electricity on behalf of such consumer, generator, distributor or retailer in accordance with the terms of this Licence, the Transmission System Code and the Market Rules.

8 Obligation to Connect

- 8.1 If a request is made for connection to the Licensee's transmission system or for a change in the capacity of an existing connection, the Licensee shall respond to the request within 30 business days.
- 8.2 The Licensee shall process connection requests in accordance with published connection procedures and participate with the customer in the IESO's Connection Assessment and approval process in accordance with the Market Rules, its Rate Order(s) and the Transmission System Code.
- 8.3 An offer of connection shall be consistent with the terms of this Licence, the Market Rules, the Rate Order, and the Transmission System Code.
- 8.4 The terms of such offer to connect shall be fair and reasonable.
- 8.5 The Licensee shall not refuse to make an offer to connect unless it is permitted to do so by the Act or any Codes, standards or rules to which the Licensee is obligated to comply with as a condition of this Licence.

9 Obligation to Maintain System Integrity

- 9.1 The Licensee shall maintain its transmission system to the standards established in the Transmission System Code and Market Rules, and have regard to any other recognized industry operating or planning standards required by the Board.

10 Transmission Rates and Charges

- 10.1 The Licensee shall not charge for the connection of customers or the transmission of electricity except in accordance with the Licensee's Rate Order(s) as approved by the Board and the Transmission System Code.

11 Separation of Business Activities

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

12 Expansion of Transmission System

- 12.1 The Licensee shall not construct, expand or reinforce an electricity transmission system or make an interconnection except in accordance with the Act and Regulations, the Transmission System Code and the Market Rules.

13 Provision of Information to the Board

- 13.1 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.
- 13.2 Without limiting the generality of paragraph 13.1, 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) business days past the date upon which such change occurs.

14 Restrictions on Provision of Information

- 14.1 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.
- 14.2 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.
- 14.3 Information regarding consumers, retailers, wholesalers or generators may be disclosed where the information has been sufficiently aggregated such that their particular information cannot reasonably be identified.
- 14.4 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.
- 14.5 If the Licensee discloses information under this section, the Licensee shall ensure that the information is not be used for any other purpose except the purpose for which it was disclosed.

15 Term of Licence

- 15.1 This Licence shall take effect on December 24, 2003 and expire on December 23, 2023. The term of this Licence may be extended by the Board.

16 Transfer of Licence

- 16.1 In accordance with subsection 18(2) of the Act, this Licence is not transferable or assignable without leave of the Board.

17 Amendment of Licence

- 17.1 The Board may amend this Licence in accordance with section 74 of the Act or section 38 of the Electricity Act.

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.

SCHEDULE 1 SPECIFICATION OF TRANSMISSION FACILITIES

This Schedule specifies the facilities over which the Licensee is authorized to transmit electricity in accordance with paragraph 3 of this Licence.

The facilities described in this Schedule are based on information provided by the Licensee. This Schedule may be amended following the resolution of a dispute over the definition, or the clarification of the facilities operated and/or owned by the Licensee. The amendment shall be made in consultation between the Board and any affected parties identified by the Board.

The transmission facilities of Canadian Niagara Power Inc. include the following:

1. 2 - 115kV circuits each 2.6 kms, A36N and A37N, between Ontario Hydro Network Inc.'s Murray Street Station and the Licensee's Station 11 in Niagara Falls.
2. A single 115 kV line of 31.4 kms from Station 11 to Station 17 and Station 18 in Fort Erie.
3. 4.4 kms of 115 kV line from Station 18 to the international boundary at Fort Erie.

SCHEDULE 2 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 requirements of the following sections of the Affiliate Relationships Code for Electricity Distributors and Transmitters under the conditions specified in section 2 of this Schedule:

Section 2.2.2

Where a utility shares information services with an affiliate, all confidential information must be protected from access by the affiliate. Access to a utility's information services shall include appropriate computer data management and data access protocols as well as contractual provisions regarding the breach of any access protocols. A utility shall, if required to do so by the Board, conduct a review of the adequacy, implementation or operating effectiveness of the access protocols and associated contractual provisions which complies with the provision of section 5970 of the CICA Handbook. A utility shall also conduct such a review when the utility considers that there may have been a breach of the access protocols or associated contractual provisions and that such review is required to identify any corrective action that may be required to address the matter. The utility shall comply with such directions as may be given by the Board in relations to the terms of section 5970 review. The results of any such review shall be made available to the Board.

Section 2.2.3

A utility shall not share with an affiliate that is an energy service provider employees that are directly involved in collecting, or have access to, confidential information.

2. The exemptions from the requirements of the Affiliate Relationship Code for Electricity Distributors and Transmitters referred to section 1 of this Schedule (the "Exemptions") are subject to the following conditions:
 - a) The Exemptions only apply in respect of the relationship between the Licensee and the following affiliates and not with respect to any other affiliates of the Licensee:
 - FortisOntario Inc.;
 - Fortis Properties Corporation; and
 - Cornwall Street Railway Light and Power Company Limited.
 - b) The Licensee shall not share facilities, confidential information or employees with any affiliate identified in paragraph a) for any purpose other than the provision of services to, or the receipt of services from, the affiliate under the Services Agreements dated September 15, 2005 (the "Services Agreements") as filed with the Board as part of the materials filed in support of the application for the Exemptions, as such Services Agreements may be amended from time to time.
 - c) The activities of the Licensee relative to the affiliates identified in paragraph a) shall be governed by, and the Licensee shall be bound by and comply with, the Services Agreements, as amended from time to time.

- d) The Licensee shall notify the Board of any material change relative to the materials filed in support of the application for the Exemptions as soon as possible upon becoming aware of such change and in no event later than fifteen days following the date on which the change occurs. Without limiting the generality of the foregoing, this obligation includes notifying the Board in the event of a change in the market activities of either FortisOntario Inc. or Fortis Properties Corporation.
- e) The Board may, on its own initiative or upon receipt of notice from the Licensee under paragraph d), by order revoke one or more of the Exemptions, vary one or more of the conditions set out above or impose additional conditions upon becoming aware of any material change relative to the materials filed in support of the application for Exemptions, or for such other reason as the Board considers appropriate.