

Wirebury Connections Inc. INTERROGATORY #22

Interrogatory

Networks submits that the applicant should be required to prove that the incumbent distributor and its customers would not be harmed.

Reference: p.22 L5-7

- a) Please explain why it would not be more practical and efficient for Networks to demonstrate potential harm to its customers particularly if there are concerns that the data required by the applicant could be considered confidential by the incumbent distributor?
- b) Would Networks be willing to provide sufficient operation and planning details so that the applicant would be able to demonstrate no harm to Networks' customers? If not, how would applicants be able to assess the impact and complete the record for the Board?

Response

(a) and (b)

Please see Networks' pre-filed evidence, Appendix B. As described in its filing criteria, Networks believes the onus should be on the applicant LDC to contact the incumbent LDC and work out a mutually acceptable agreement for the licence amendment. The incumbent and its customers should not have the onus and expense of defending its licence service territory and the interest of its customers against an applicant that has no onus to assess or investigate the impact of its application on the incumbent LDC and its customers. Only the incumbent, not the applicant, had the obligation to plan for the service territory. It is common practice that burden of proof is on the applicant unless the onus is reversed by legislation. Here, the onus is not reversed by legislation. If the incumbent requires disclosure of information, it should be met in the context of "best efforts" negotiations and a confidentiality agreement, as would be the case in other commercial discussions. Failing that, the disclosure would need to be met in the context of a Board process.