

NEWFOUNDLAND AND LABRADOR  
**BOARD OF COMMISSIONERS OF PUBLIC UTILITIES**

120 Torbay Road, P.O. Box 21040, St. John's, Newfoundland and Labrador, Canada, A1A 5B2

*Hearing Transcript*

**Newfoundland and Labrador Hydro  
2017 General Rate Application**

**April 26, 2018**

**The Board:**

Darlene Whalen, Chair and CEO  
Dwanda Newman, Vice-Chair  
James Oxford, Commissioner

**Board Counsel/Staff:**

Jacqueline Glynn, Board Counsel  
Maureen Greene, Q.C., Hearing Counsel  
Cheryl Blundon, Board Secretary

**Newfoundland and Labrador Hydro:**

Geoffrey Young, Counsel  
Alex Templeton, Counsel

**Witness/Witnesses**

Ms. Dawn Dalley, Vice-President of  
Regulatory Affairs and Corporate Affairs

**Newfoundland Power Inc.:**

Gerard Hayes, Counsel  
Liam O'Brien, Counsel

**Consumer Advocate:**

Dennis Browne, Q.C.  
Stephen Fitzgerald, Counsel

**Island Industrial Customers**

Paul Coxworthy, Counsel  
Dean Porter, Counsel  
Denis Fleming, Counsel

**Labrador Interconnected Group\***

Senwung Luk, Counsel

**Iron Ore Company of Canada\***

Benoit Pepin, Counsel

\*Note – These two parties will not be in attendance every day

Page 1

1 (9:02 A.M.)  
 2 CHAIR:  
 3 Q. Good morning, everybody. Mr. Young, I  
 4 understand you have some undertakings to  
 5 reply to.  
 6 MR. YOUNG:  
 7 Q. That's correct, thank you, Madam Chair. The  
 8 undertakings are piling up. We have three  
 9 filed today. Undertaking 3 is the first  
 10 one, and this was in response to a question  
 11 asked of Mr. Haynes by Mr. O'Brien, and it's  
 12 got to go with the cost of running the  
 13 Holyrood gas turbine. Undertaking 8 is with  
 14 respect to Emera's shareholdings in Muskrat  
 15 Falls, and that was a question asked by Mr.  
 16 Browne, and the third on there is an updated  
 17 org chart, organizational chart, for the  
 18 Regulatory Affairs Department requested by  
 19 Ms. Greene.  
 20 CHAIR:  
 21 Q. Is that it, Mr. Young?  
 22 MR. YOUNG:  
 23 Q. That's it.  
 24 CHAIR:  
 25 Q. Mr. Browne, are you ready to continue cross?

Page 2

1 BROWNE, Q.C.:  
 2 Q. Thank you, Chair. I should also note that  
 3 we filed electronically the cases out of the  
 4 Quebec Superior Court as referenced  
 5 yesterday, and during the break we'll be  
 6 able to distribute some of that to the  
 7 parties and hardcopies to the Board, and  
 8 I'll make reference to it before we leave  
 9 today. Thank you very much.  
 10 CHAIR:  
 11 Q. Thank you.  
 12 MS. DAWN DALLEY – CROSS-EXAMINATION BY BROWNE, Q.C.:  
 13 Q. Ms. Dalley, good morning. Yesterday we left  
 14 off talking about metering and have you had  
 15 an opportunity to check in reference to net  
 16 metering to determine the uptake?  
 17 MS. DALLEY:  
 18 A. No, actually, that escaped my mind.  
 19 BROWNE, Q.C.:  
 20 Q. And in reference to net metering and the  
 21 coordination between Newfoundland Power and  
 22 Newfoundland and Labrador Hydro, how does  
 23 that work? Have you had meetings in  
 24 reference to net metering and how it will  
 25 work, because I understand there's 5

Page 3

1 megawatts entirely available on net  
 2 metering?  
 3 MS. DALLEY:  
 4 A. The net metering program is managed  
 5 generally out of our regulatory team and  
 6 regulatory engineering, so when they were  
 7 developing the materials, they worked with  
 8 customer service and the metering team to  
 9 develop that, and they worked closely with  
 10 Newfoundland Power at the time. I know  
 11 there were active discussions at that time  
 12 and sort of ensuring that our processes were  
 13 very similar and our approaches were very  
 14 similar. With respect to ongoing  
 15 conversations, I'm not knowledgeable of any,  
 16 but I would expect if we had concerns, and I  
 17 believe we referenced people or referred  
 18 people to Newfoundland Power when they  
 19 weren't in our jurisdiction and it was  
 20 appropriate for them to talk to Newfoundland  
 21 Power, and through regular reporting would  
 22 stay abreast of what was happening.  
 23 BROWNE, Q.C.:  
 24 Q. Can you undertaking to provide us any  
 25 references you have to the update on net

Page 4

1 metering, how many have availed of it or  
 2 applied for it, or undertaking projects  
 3 pertaining to net metering?  
 4 MS. DALLEY:  
 5 A. Yes.  
 6 BROWNE, Q.C.:  
 7 Q. Okay, so your counsel will note that  
 8 undertaking.  
 9 MS. GLYNN:  
 10 Q. And we'll note it on the record. Thank you.  
 11 BROWNE, Q.C.:  
 12 Q. Okay, thank you.  
 13 (9:06 A.M. UNDERTAKING)  
 14 MR. YOUNG:  
 15 Q. Mr. Brown, I'm just curious, this is with  
 16 respect to Hydro, correct?  
 17 BROWNE, Q.C.:  
 18 Q. Yes, although I think there's some  
 19 coordination, as we just heard, between  
 20 Hydro and Newfoundland Power in reference to  
 21 it, so if you have any references to that  
 22 coordination, that could be part of your  
 23 undertaking?  
 24 MS. DALLEY:  
 25 A. Sure.

Page 5

1 BROWNE, Q.C.:

2 Q. Okay, although I do understand it's not a

3 pretty picture, but, anyway, be that as it

4 may, Ms. Dalley, conservation, what is

5 Hydro's position on conservation in the era

6 of Muskrat Falls?

7 MS. DALLEY:

8 A. I think at this point our plan is two-fold,

9 first of all, because we have programs which

10 I referenced yesterday which are targeting

11 our customers, and the isolated diesels, as

12 well as our inter-connected customers and

13 some work on the Labrador system, but to be

14 fair, the economics are not as strong in

15 Labrador right now in the inter-connected

16 system as they are, for example, in the

17 isolated system. In the inter-connected

18 system right now the economics support a

19 number of programs that we do in

20 coordination with Newfoundland Power, so we

21 take a joint planning approach with them.

22 The bulk of customers on the inter-connected

23 system, as I think everyone understands, are

24 Newfoundland Power's customers. So they

25 really to some degree take the lead on that,

Page 6

1 but we do work closely hand in hand with

2 them on the programs because we offer the

3 same programs to our customers, and the

4 current plan - the marginal cost post

5 Muskrat Falls is still a question, and

6 that's critical to doing any kind of

7 planning post Muskrat Falls, but the current

8 plan between this year and next year is in

9 coordination with Newfoundland Power to do

10 the five year conservation and demand

11 management plan for the island inter-

12 connected system, look at what programs we

13 might offer, what makes economic sense at

14 that time. So we'll see that come through

15 later this year and early next year.

16 BROWNE, Q.C.:

17 Q. So you're tying conservation in with

18 economic sense vis-à-vis Muskrat Falls and

19 the revenue you need?

20 MS. DALLEY:

21 A. What I would say is that the current

22 structure for CDM programs is based on the

23 economic test that we use, which has been

24 accepted by the Board. So post Muskrat

25 Falls, the marginal cost will not be the

Page 7

1 same as Holyrood is today. So I think it's

2 fair to say that. I don't have that

3 confirmed, but that's, I think, the

4 expectation, which does make the economic

5 feasibility of things like incentives or

6 programs of that nature very challenging for

7 customers. So the model will change. How

8 that will change, at this point I don't

9 know, but we certainly understand that it's

10 really important, and I know Mr. Haynes

11 spoke to this as well when Mr. Browne

12 questioned him, but it is a real challenge

13 because of the - from a customer perspective

14 just because of the commercial constructs,

15 which I spoke to yesterday as well, with

16 respect to the unit cost, but from a

17 customer perspective it makes sense. So for

18 customers - you know, if you get into a

19 situation hypothetically where the economics

20 don't support the utility providing an

21 incentive to customers, for example, to do,

22 let's say, insulation which, to be fair,

23 we've done, I think, some fairly good work

24 in the province now in improving the

25 insulation uptake, but if it doesn't support

Page 8

1 that, the situation you'll be in is that

2 customers who can afford to make those

3 changes will make those changes, and, you

4 know, subsequently they'll see the savings,

5 and that's a - I mean, that's a concern that

6 you see the shift of that unit cost burden

7 going to other customers that may not be

8 able to afford it. So I think not just from

9 a utility perspective, from a policy

10 perspective, that inside of the Muskrat

11 Falls construct it is a concern.

12 BROWNE, Q.C.:

13 Q. Because we've been told, I guess,

14 repeatedly, part of the Muskrat Falls mantra

15 was any electricity that we have that's

16 produced through Muskrat Falls and that it's

17 available in the system will go through the

18 Maritime Link and be sold. That's the

19 construct around part of the mantra of

20 Muskrat Falls, is that not correct?

21 MS. DALLEY:

22 A. Yes, that's my understanding as well.

23 BROWNE, Q.C.:

24 Q. And we've been told the less fuel is burned

25 at Holyrood now and indeed in the future is

Page 9

1 favourable to the cause, is that correct?

2 MS. DALLEY:

3 A. In the short term that would be the case,

4 yes.

5 BROWNE, Q.C.:

6 Q. What is the problem with embarking upon an

7 intense conservation program now to burn

8 less fuel at Holyrood now that you have the

9 availability of the Muskrat Falls Link,

10 given the end result if consumers start

11 conserving electricity en masse, there

12 should be a result at Holyrood? Is that a

13 fair comment?

14 MS. DALLEY:

15 A. Yes, I think that's a fair comment.

16 BROWNE, Q.C.:

17 Q. What about the other part of it, if

18 consumers have within their ability to save

19 electricity and to conserve electricity,

20 that can be used ultimately for sale

21 externally, why would that not be part of

22 the plan?

23 MS. DALLEY:

24 A. I agree, Mr. Browne, that – again it's the

25 nature of the construct we're in. So now

Page 10

1 that we're inter-connected, any savings that

2 we have on the island once the arrangements

3 are in place could be used for export and

4 could be used to assist in the deferral

5 account. I think that the programs that we

6 have in place under the "take charge"

7 umbrella do that, and those programs which

8 are developed based on the marginal cost of

9 Holyrood are the programs that we're

10 pursuing now. So can we do more; I think

11 that's a discussion we would have to again

12 make the economic case for, and we would be

13 happy to work with Newfoundland Power on

14 that.

15 BROWNE, Q.C.:

16 Q. And have you studied conservation and

17 conservation projects to realize how many

18 megawatts can be saved if people embark upon

19 – customers embark upon conservation

20 measures? Have you got any studies on that,

21 have you looked at that?

22 MS. DALLEY:

23 A. The last study, and I won't have the

24 specific year, but I do believe it's been

25 filed with the Board, would be the CDM

Page 11

1 potential study, which does look at what the

2 probable and potential savings are from

3 various technologies and uses. At this

4 point, that's probably three or four years

5 old, so whether there are technological

6 updates inside of that, there may be, but

7 some of what I call the more "bread and

8 butter" conservation programs, you look at

9 insulation and windows, thermostats, and

10 things like that would have been well

11 considered inside of that potential study.

12 BROWNE, Q.C.:

13 Q. Does Hydro monitor or take in the market for

14 heat pumps and how that market is working

15 inside the province? Do you take note of

16 any of that?

17 MS. DALLEY:

18 A. We have discussions with Newfoundland Power

19 about it because most of the customers are

20 on their system, as to whether or not they

21 can monitor it, and they – my understanding

22 is we're not able to get exact numbers from

23 Newfoundland Power, and I can appreciate

24 that as a homeowner, I might go out and

25 install a heat pump myself, but I don't tell

Page 12

1 the utility that I've done that unless I've

2 applied for the heat pump loan program, so

3 they would, I expect, have numbers on the

4 heat pump loan program as we do, whether

5 people are availing of that, but the quantum

6 on the whole I don't know, and again let's

7 say anecdotally that driving around St.

8 John's, you can certainly see the

9 proliferation of heat pumps in houses, so I

10 think the economics are starting to make

11 very good sense for customers to install

12 heat pumps.

13 BROWNE, Q.C.:

14 Q. So even though you can't say scientifically,

15 you would note, as others do, anecdotally

16 that based on observation there seems to be

17 a lot of heat pumps around?

18 MS. DALLEY:

19 A. Yes, and I think there's a growth in the

20 contractor providers who are providing that

21 service as a result as well.

22 BROWNE, Q.C.:

23 Q. Do you take from that, that consumers have

24 picked up a signal that electricity rates

25 are on the rise or can be on the rise, and,

Page 13

1                   therefore, are planning accordingly?

2 MS. DALLEY:

3           A.     I would expect they are.

4 (9:15 A.M.)

5 BROWNE, Q.C.:

6           Q.     And is there a fear within Hydro that if

7                   consumers en masse, if we can say it that

8                   way, embark upon conservation programs

9                   through heat pumps and disengage baseboard

10                  radiation and the more expensive forms of

11                  space heating, that the end result would be

12                  less kilowatts sold or needed in the system

13                  from an island perspective?

14 MS. DALLEY:

15          A.     I think it's fair to say that we understand

16                  that dynamic and are very aware – of course,

17                  a customer installing a heat pump is

18                  beneficial to the customer, but they're

19                  still using electricity which is better than

20                  switching fuels. So there's impacts up and

21                  down on that, but it's very fair to say

22                  that, you know. We've got an economist in-

23                  house who looks at these things and examines

24                  them, and we understand the impact that that

25                  will have. Probably not the quantum of the

Page 14

1                   impact, Mr. Browne, like, in the sense of

2                   scientifically, etc, but we certainly

3                   understand.

4 BROWNE, Q.C.:

5           Q.     You mentioned you have an economist in-

6                   house. Has your economist conducted any

7                   elasticity studies in reference to costing

8                   and the point that consumers may really

9                   react to an increase in what they are paying

10                  for electricity?

11 MS. DALLEY:

12          A.     My understanding is that our in-house

13                  economist understands and had some – I

14                  guess, we had some discussion around the

15                  17/18 cent mark, which would have been based

16                  to some degree on that, the load impact, et

17                  cetera, but I'm not – to be fair, I'm not

18                  the right person to speak to that. I think

19                  it might be Mr. LeBlanc. The planning

20                  report up in to him.

21 BROWNE, Q.C.:

22          Q.     So you're in charge of regulatory affairs

23                  there?

24 MS. DALLEY:

25          A.     Yes.

Page 15

1 BROWNE, Q.C.:

2          Q.     And the economist, you're telling us it's

3                  your understand the economist has mentioned

4                  a number?

5 MS. DALLEY:

6          A.     Well, he – again I've been party to in

7                  discussions with him about the impact of the

8                  17/18 cents and what that would mean, and my

9                  understanding is that's a point in there

10                  which it makes sense to have the rate settle

11                  in around that rate.

12 BROWNE, Q.C.:

13          Q.     Well, that's interesting because when your

14                  president testified, when I asked that

15                  question, he seemed to state, and I'm just

16                  quoting him generally, that the amount of 18

17                  cents they came up through the committee was

18                  more or less a feeling?

19 MS. DALLEY:

20          A.     And I could be wrong on my timing, Mr.

21                  Browne, but I believe the discussion that I

22                  would have been party to would have been

23                  prior to Mr. Haynes coming back and joining

24                  the company.

25 BROWNE, Q.C.:

Page 16

1                   Q.     Who is the –

2 MS. DALLEY:

3          A.     I don't remember the exact timing.

4 BROWNE, Q.C.:

5          Q.     Sorry, who is the economist?

6 MS. DALLEY:

7          A.     Paul Stratton.

8 BROWNE, Q.C.:

9          Q.     Paul Stratton?

10 MS. DALLEY:

11          A.     Yes.

12 BROWNE, Q.C.:

13          Q.     And how long has he been an economist with

14                  you?

15 MS. DALLEY:

16          A.     I don't know how long he's been an

17                  economist, but he's worked with the company

18                  as long as I've been here in that role.

19 BROWNE, Q.C.:

20          Q.     Which company?

21 MS. DALLEY:

22          A.     Newfoundland and Labrador Hydro.

23 BROWNE, Q.C.:

24          Q.     So Newfoundland and Labrador has an

25                  economist there and he's been there as long

Page 17

1 as you've been?

2 MS. DALLEY:

3 A. Yes.

4 BROWNE, Q.:

5 Q. And what are the economist's duties?

6 MS. DALLEY:

7 A. He works in the System Planning Department

8 reporting up to, I guess, Resource and

9 Supply Planning.

10 BROWNE, Q.C.:

11 Q. So you don't know if the economist has

12 caused to have elasticity studies in

13 reference to costing and electricity, or if

14 he hasn't, or can you comment?

15 MS. DALLEY:

16 A. I can't comment.

17 BROWNE, Q.C.:

18 Q. Because you're here seeking a rate increase

19 and you're basing some of that increase on a

20 bump up of electricity rates because you

21 don't want the money that is realized from

22 the purchase of electricity through the

23 Maritime Link, and, I guess, later through

24 the Labrador-Island Inter-connected, you

25 don't want that money, which will cause less

Page 18

1 oil to be burned at Holyrood to bring down

2 rates? That's your position?

3 MS. DALLEY:

4 A. I think our position has been that this is

5 an opportunity in a closing window to

6 Muskrat Falls coming online and the rate

7 impacts – full rate impacts being realized

8 to take some of those funds and put them

9 into an account, at which time we could

10 assist in, and again I'll use the term

11 "smoothing", but having a more moderate

12 approach to the rate increase of Muskrat

13 Falls.

14 BROWNE, Q.C.:

15 Q. And can you just go for a moment to CA-NLH-

16 002, and the question posed, "Please provide

17 a table showing for the past ten years the

18 average rate and average year over year

19 percentage rate change by system, including

20 rate adjustments approved by the Board, and

21 adjustments brought on by the RSP and any

22 other automatic adjust formulas" and the

23 requested information is given there and we

24 see the various percentages, and the highest

25 percentage domestic you'll find in 2012, 7.2

Page 19

1 percent, and other than that, though, we

2 don't see 23 percent or 21 percent, or

3 anything near that, do we, in terms of the

4 change over in rates even from this

5 particular adjustment?

6 MS. DALLEY:

7 A. In a one year period, you mean?

8 BROWNE, Q.C.:

9 Q. Pardon?

10 MS. DALLEY:

11 A. 23 percent year over year?

12 BROWNE, Q.C.:

13 Q. I said we don't see – the largest rate

14 increase there would be what? You could say

15 it as well as I.

16 MS. DALLEY:

17 A. Yeah, 2012, 7.2 percent.

18 BROWNE, Q.C.:

19 Q. 7.2 percent. So you're here today seeking

20 an increase of what percent, basically?

21 MS. DALLEY:

22 A. The original application was for 6 and 6.6.

23 BROWNE, Q.C.:

24 Q. The original is for?

25 MS. DALLEY:

Page 20

1 A. 6 and 6.6.

2 BROWNE, Q.C.:

3 Q. Can you speak up, I'm not picking you up,

4 sorry?

5 MS. DALLEY:

6 A. Sorry, 6 and 6.6.

7 BROWNE, Q.C.:

8 Q. 6 and 6.6.

9 MS. DALLEY:

10 A. In 18 and 19.

11 BROWNE, Q.C.:

12 Q. So that's 12?

13 MS. DALLEY:

14 A. That's right.

15 BROWNE, Q.C.:

16 Q. And that doesn't include the rate

17 stabilization?

18 MS. DALLEY:

19 A. No, that's right. The change in the

20 mitigation last year will have an impact as

21 well.

22 BROWNE, Q.C.:

23 Q. So what percent are you seeking there?

24 You're using 6 for rates and another 6 for

25 rates, that's what you're seeking now?

Page 21

1 MS. DALLEY:  
 2 A. Right, as the original increase. The  
 3 interim rates application now, I think, is  
 4 7.5 and a portion of that would be the RSP  
 5 and the interim rates.  
 6 BROWNE, Q.C.:  
 7 Q. So the interim rate you're seeking is 7.5?  
 8 MS. DALLEY:  
 9 A. Yes.  
 10 BROWNE, Q.C.:  
 11 Q. And what percentage of that is rate  
 12 stabilization?  
 13 MS. DALLEY:  
 14 A. I think it's 4.5, do the math, but it's 4.5,  
 15 I think, and 2.8.  
 16 BROWNE, Q.C.:  
 17 Q. And you're seeking a further increase in  
 18 2019 of what?  
 19 MS. DALLEY:  
 20 A. For the RSP, we don't have calculated yet,  
 21 but I do have the numbers handy, just my  
 22 brain is failing me at this particular  
 23 point.  
 24 BROWNE, Q.C.:  
 25 Q. Yeah, I think I have them here too. You

Page 22

1 will agree with me that these are  
 2 extraordinary percentages to seek in  
 3 increases from the ratepayers of the  
 4 province?  
 5 MS. DALLEY:  
 6 A. I think that the – and that's, you know,  
 7 clear from the history, and I would agree  
 8 with you that the rate impacts that we're  
 9 going to realize over the next couple of  
 10 years are significant leading to Muskrat  
 11 Falls, yes.  
 12 BROWNE, Q.C.:  
 13 Q. And these rate increases are coming forth  
 14 now at a time when you say that you're  
 15 flush, there's money coming in through the –  
 16 because of the electricity that you're  
 17 buying through the Maritime Link to displace  
 18 oil at Holyrood, that there's money on the  
 19 go you're telling us. Over what period of  
 20 time and how much money are we talking?  
 21 MS. DALLEY:  
 22 A. I don't have those numbers, but it's a good  
 23 question for Ms. Williams.  
 24 BROWNE, Q.C.:  
 25 Q. Okay, and there have been various numbers

Page 23

1 floated around, I think you would agree with  
 2 me. I think there was 172 million or 200  
 3 million over the entire deferral period. Is  
 4 that what we're talking?  
 5 MS. DALLEY:  
 6 A. The deferral account, yes, sorry, I thought  
 7 you meant the Maritime Link piece  
 8 specifically.  
 9 BROWNE, Q.C.:  
 10 Q. What's your answer?  
 11 MS. DALLEY:  
 12 A. Sorry, I thought you - earlier you were  
 13 referencing just the Maritime-Link piece  
 14 which is happening.  
 15 BROWNE, Q.C.:  
 16 Q. So what amount of money do you have for this  
 17 deferral account that you referenced?  
 18 MS. DALLEY:  
 19 A. Again if you want to bring up, we've laid  
 20 that out in MP-115.  
 21 BROWNE, Q.C.:  
 22 Q. Okay, MP-115, can we go there. Okay, based  
 23 on that, that's your answer, and can you  
 24 give me the answer to my question now, how  
 25 much money do you see in the deferral

Page 24

1 account over the period which we're  
 2 referencing, 2018 to 2020?  
 3 MS. DALLEY:  
 4 A. Do you want to scroll up to the attachment,  
 5 Ms. Massie? So this is the current  
 6 estimate, but again the details and the  
 7 mechanics of that are best left to Mr.  
 8 Fagan.  
 9 BROWNE, Q.C.:  
 10 Q. So the amount is 174 million, is that it?  
 11 MS. DALLEY:  
 12 A. Yes, that's the estimate according to the  
 13 RFI, yes.  
 14 BROWNE, Q.C.:  
 15 Q. That's the estimate now, but you're not  
 16 quite certain of that, are you, it's an  
 17 estimate?  
 18 MS. DALLEY:  
 19 A. I agree there's a degree of uncertainty  
 20 inside of this.  
 21 BROWNE, Q.C.:  
 22 Q. Because you don't know if electricity would  
 23 be available to bring onto the island from  
 24 the Maritime Link when you might need it?  
 25 You have no guarantee of that, do you?

Page 25

1 MS. DALLEY:  
 2 A. No, and the Maritime Link, in particular,  
 3 again, I think, I spoke to it yesterday a  
 4 little bit, but in the sense of economy  
 5 energy, we'll take it when we can get it.  
 6 Our understanding is it's available, but,  
 7 you know, it's not capacity related and you  
 8 can't get it immediately, but, yeah, there's  
 9 uncertainty around the amounts at this  
 10 point.  
 11 BROWNE, Q.C.:  
 12 Q. And in reference to the Labrador-Island  
 13 Link, we really don't know what that's going  
 14 to produce, do we, in terms of displacement  
 15 at Holyrood?  
 16 MS. DALLEY:  
 17 A. There's uncertainty in it, yes, and the  
 18 estimate we've made, and we talked about  
 19 some of that with respect to the potential  
 20 for growing Labrador load.  
 21 BROWNE, Q.C.:  
 22 Q. And Mr. Haynes made reference at the  
 23 beginning that the link has to be phased in  
 24 and there would be testing, and, I guess,  
 25 with all tests, we don't know the tests are

Page 26

1 going to produce the results intended, is  
 2 that a fair comment?  
 3 MS. DALLEY:  
 4 A. I wouldn't be able to comment on that. I  
 5 don't have that background.  
 6 BROWNE, Q.C.:  
 7 Q. I don't either, but anecdotally, we'll say,  
 8 would it be a fair comment that it may work  
 9 and it mightn't work?  
 10 MS. DALLEY:  
 11 A. I am not qualified to make that comment. I  
 12 think that's an assessment for others.  
 13 BROWNE, Q.C.:  
 14 Q. But no one is saying with certainty this is  
 15 100 percent done deal, we're going to get  
 16 this much electricity through the Labrador-  
 17 Island Link, which will displace hydrology,  
 18 you don't have certain numbers in reference  
 19 to that? That's a fair comment?  
 20 MS. DALLEY:  
 21 A. I think when it comes to the technical  
 22 aspects of it, again whether it's Ms.  
 23 Williams or Mr. LeBlanc, but they would be  
 24 able to speak to the technical detail around  
 25 what is available. I know the assessment

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1 has been done, and that the numbers that  
 2 we've put forward are based on that  
 3 technical assessment.  
 4 BROWNE, Q.C.:  
 5 Q. Now this deferral account, is there a  
 6 regulatory precedent anywhere for such a  
 7 deferral account as what you're coming to  
 8 this Board seeking?  
 9 MS. DALLEY:  
 10 A. I think certainly our evidence and our  
 11 expert evidence demonstrates that there are  
 12 other deferral accounts of this nature,  
 13 maybe not this specific nature, but the  
 14 nature that deal with the uncertainty in the  
 15 situation that we're dealing with, which is  
 16 why we've put it forward – not why we put it  
 17 forward, but supportive of putting it  
 18 forward.  
 19 BROWNE, Q.C.:  
 20 Q. Yes, I read the evidence and some people  
 21 previously who have testified have  
 22 referenced Manitoba Hydro. Are you familiar  
 23 with their deferral account and what they're  
 24 doing there?  
 25 MS. DALLEY:

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1 A. At a high level, yes.  
 2 BROWNE, Q.C.:  
 3 Q. And their deferral account in no way mimics  
 4 what you're attempting to do here?  
 5 MS. DALLEY:  
 6 A. No, I agree with that, that the deferral  
 7 account, the mechanism itself is different  
 8 with probably a similar or comparable  
 9 outcome to be achieved.  
 10 BROWNE, Q.C.:  
 11 Q. Because Manitoba Hydro is suggesting a  
 12 surcharge on bills?  
 13 MS. DALLEY:  
 14 A. That's right.  
 15 BROWNE, Q.C.:  
 16 Q. Of 2.7 percent or 2.6 percent. They're  
 17 actually suggesting a surcharge, aren't  
 18 they, across the board surcharge?  
 19 (9:30 A.M.)  
 20 MS. DALLEY:  
 21 A. Yes, a rider, as I understand it.  
 22 BROWNE, Q.C.:  
 23 Q. And they're building up a fund based on that  
 24 certainty?  
 25 MS. DALLEY:



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1 A. Oh, yeah – again I don’t know the mechanics  
 2 of it, but I expect that Mr. Fagan would  
 3 have some degree of detail on what Manitoba  
 4 is doing specifically and what costs may be  
 5 attributed to that, or how the mechanism is  
 6 working. I don’t have the detail.  
 7 BROWNE, Q.C.:  
 8 Q. And I note the amount that they are seeking  
 9 on the deferral account is 2.75 and I think  
 10 they got some other numbers there. The  
 11 amounts, I think, are 4 percent or  
 12 something. I could make reference to it,  
 13 but subject to check, it’s in that ball  
 14 park, and you put forward that case as a  
 15 comparator to what you’re doing here, but  
 16 look at the percentages you are looking at  
 17 here and go back and look at what Manitoba  
 18 is doing, and you come with uncertainty  
 19 because you don’t know what’s going in that  
 20 deferral account, but is it fair to say if  
 21 they’re charging a percentage, there would  
 22 be a certainty in that, they would have a  
 23 better idea of what they’re going to collect  
 24 to put into the deferral account?  
 25 MS. DALLEY:

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1 A. I would say, Mr. Browne, the same thing  
 2 which I just referenced, I can’t speak to  
 3 the detail in the Manitoba Hydro mechanism  
 4 and what they propose to achieve out of it,  
 5 versus what we’ve proposed to achieve. We  
 6 proposed the deferral account as a result of  
 7 the uncertainty coming into this year and  
 8 our desire to put something in place, a  
 9 mechanism that assists us and assists  
 10 customers, in phasing in some of the cost  
 11 impacts that we are expecting to see from  
 12 Muskrat Falls.  
 13 BROWNE, Q.C.:  
 14 Q. You’re here before a quasi-judicial body, an  
 15 administrative tribunal, and one with a fair  
 16 reputation in this province, it’s been  
 17 around a long time, and is it fair to say  
 18 when you come before an administrative body  
 19 or an administrative tribunal, such as this,  
 20 our Public Utilities Board, you come with  
 21 evidence on which the Board can make a  
 22 decision, is that a fair comment?  
 23 MS. DALLEY:  
 24 A. Yes.  
 25 BROWNE, Q.C.:

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1 Q. Well, when I hear your evidence about the  
 2 deferral account, it’s an estimate, it’s a  
 3 guess, it’s based on contingencies, we  
 4 really don’t know for sure. What kind of  
 5 evidence is that for this Board to make a  
 6 decision which will affect, according to  
 7 what you’re seeking, every ratepayer in the  
 8 province?  
 9 MS. DALLEY:  
 10 A. Mr. Browne, the proposal that we put  
 11 forward, we feel is justified and we feel  
 12 that there is evidence on the record to  
 13 support it, and we’ll go through the rest of  
 14 the hearing, and I would say that the expert  
 15 that we’ll bring forward, as well as Mr.  
 16 Fagan, can speak to the details further to  
 17 the justification of it, but at a high  
 18 level, again I’ll just reiterate, this is a  
 19 proposal that we felt in the face of  
 20 uncertainty this year around what the timing  
 21 would be, there certainly is uncertainty,  
 22 which is why we proposed a deferral account  
 23 to assist us in managing that, and also to  
 24 assist customers with the benefit of when  
 25 the link does come in and we do see the

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1 energy offset at Holyrood, we can accrue  
 2 those savings for the benefit of customers.  
 3 That’s the proposal that we’ve got on the  
 4 record. However, I think we’ve also been  
 5 quite clear that I don’t think there’s one  
 6 solution here. We had discussions and we  
 7 proposed this because of the uncertainty  
 8 which existed as we were developing this  
 9 rate case, and that’s what we put forward,  
 10 and it’s at the discretion of the Board as  
 11 to whether or not they feel that it’s  
 12 appropriate and beneficial for customers.  
 13 BROWNE, Q.C.:  
 14 Q. But the people of the province, the  
 15 ratepayers, have to have confidence in the  
 16 Public Utilities Board and in the decisions  
 17 the Board is making, and that these  
 18 decisions come out of hard evidence. Is  
 19 that a fair comment?  
 20 MS. DALLEY:  
 21 A. I think that is fair, yes.  
 22 BROWNE, Q.C.:  
 23 Q. Well, when I hear your evidence and the  
 24 evidence before, the word “feeling” seems to  
 25 crop up a lot, “it’s our feeling”. How

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1 possibly can the Public Utilities Board make  
 2 a decision on rates based on feelings and  
 3 guess work?  
 4 MS. DALLEY:  
 5 A. I'm not going to speak to the Board balances  
 6 and weighs inside their decisions, but I  
 7 think it's fair to say that you're correct,  
 8 the decision should not be based on  
 9 feelings, which is why we put the evidence  
 10 on the record that we have that this is an  
 11 account that we feel is principled and  
 12 appropriate in the time of uncertainty that  
 13 we have, and that – I don't know about a  
 14 feeling as much, Mr. Browne, as probably a  
 15 need to put a mechanism in place to assist  
 16 customers and prevent any kind of what is  
 17 expected to be "rate shock" as we head  
 18 towards Muskrat Falls and the expected rate  
 19 at this time when it's fully in service.  
 20 BROWNE, Q.C.:  
 21 Q. Now you mentioned the word "rate shock",  
 22 and, of course, rate shock is an interesting  
 23 term. Are you so much concerned with the  
 24 rate shock for consumers as you are with the  
 25 effect that if consumers see this train

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1 coming down the track, they will abandon  
 2 electric heat wholesale in large numbers,  
 3 and you may be left with assets in the  
 4 result which you cannot pay for through the  
 5 revenues you're gathering from ratepayers?  
 6 Isn't that your concern, it's more a concern  
 7 for the company than it is for the consumer?  
 8 MS. DALLEY:  
 9 A. No.  
 10 BROWNE, Q.C.:  
 11 Q. Because some people refer to rate shock and  
 12 rate smoothing as a euphemism for trying to  
 13 contain a huge bulk in rates, so you lull  
 14 the consumer, keep the consumer on board,  
 15 just do one little piece at a time, a few  
 16 percent here, a few percent there, a few  
 17 percent down the road, don't get the  
 18 consumer upset. Isn't that what it's all  
 19 about, isn't that what rate shock is all  
 20 about because you want to keep that consumer  
 21 purchasing electric heat?  
 22 MS. DALLEY:  
 23 A. No, I've never had a conversation that has  
 24 framed it that way.  
 25 BROWNE, Q.C.:

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1 Q. I'll save some of that for your expert and  
 2 his very interesting testimony on deferral  
 3 accounts. Now in the meantime, you're here  
 4 and you've made an interim application. You  
 5 want the Board to start activating rates in  
 6 July, is that true?  
 7 MS. DALLEY:  
 8 A. Yes.  
 9 BROWNE, Q.C.:  
 10 Q. And according to your most recent rendition,  
 11 and there have been a number, you're looking  
 12 for July 1, 4.7 percent of the rate  
 13 stabilization account, and the GRA, I think  
 14 you're looking for 2.8 percent on July 1st.  
 15 So 2.8 percent and 4.7 percent, what's that,  
 16 7.5 percent you're looking for?  
 17 MS. DALLEY:  
 18 A. That's correct.  
 19 BROWNE, Q.C.:  
 20 Q. And yet when we saw that chart back there,  
 21 7.5 or 7.2, seemed to be an anomaly, that  
 22 was just in reference to the rate  
 23 stabilization plan and other mechanisms.  
 24 How wise is that at this juncture to be  
 25 looking for these rate increases at this

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1 time, and in particular, you're looking for  
 2 that now and then you're looking for  
 3 something else in January 1, 2019? Isn't  
 4 that correct, you're looking for something  
 5 else then?  
 6 MS. DALLEY:  
 7 A. Yes.  
 8 BROWNE, Q.C.:  
 9 Q. So what are you looking for then?  
 10 MS. DALLEY:  
 11 A. I don't have the interim rate application in  
 12 front of me.  
 13 BROWNE, Q.C.:  
 14 Q. Just generally. I won't hold you to the  
 15 exact –  
 16 MS. DALLEY:  
 17 A. Yeah, I think the numbers – again I'm not  
 18 pulling them from the top of my head, Mr.  
 19 Browne.  
 20 BROWNE, Q.C.:  
 21 Q. I think it's 9.4 percent for most customers  
 22 on the island, January 1, 2019?  
 23 MS. DALLEY:  
 24 A. Yes.  
 25 BROWNE, Q.C.:

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1 Q. According to a release under the name of Ms.  
 2 McCarthy. Does that ring true?  
 3 MS. DALLEY:  
 4 A. Yes, my recollection, it was 7 and 9.  
 5 BROWNE, Q.C.:  
 6 Q. Okay, 7.5 and 9.4, so you're getting up  
 7 there. You're into serious percentages at  
 8 that point, aren't you?  
 9 MS. DALLEY:  
 10 A. There are, yes, it's high and we considered  
 11 that when we were developing the proposal  
 12 looking at the magnitude of the increases,  
 13 the mitigation, the impacts of the removal  
 14 of the mitigation plan from last year and  
 15 the RSP, as well as the interim rates  
 16 application factoring into that as well.  
 17 BROWNE, Q.C.:  
 18 Q. And in your wisdom you've chosen to bring in  
 19 that other increase right at the winter  
 20 period where everyone is going to take note?  
 21 MS. DALLEY:  
 22 A. Yes, we did have discussion about that.  
 23 BROWNE, Q.C.:  
 24 Q. Why is it so important that you have 9.4  
 25 percent in January 1, 2019, why that?

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1 MS. DALLEY:  
 2 A. Do you mean the amount or just generally?  
 3 BROWNE, Q.C.:  
 4 Q. Yeah, the amount or why you're going there?  
 5 MS. DALLEY:  
 6 A. I mean, generally we're looking to – again  
 7 we had fairly, I think it's fair to say,  
 8 significant discussion about what we saw  
 9 coming forward out of this application, as  
 10 well as the interplay with the RSP. We  
 11 understand the energy supply variance  
 12 account is factoring in as well. So there  
 13 are a number of pressures. We're looking at  
 14 Muskrat Falls in 2020, we understand  
 15 generally what the impact is going to be at  
 16 that time, so we're looking at an  
 17 increasingly closing window, but with cost  
 18 to serve customers that need to be  
 19 recovered, and we understand that those  
 20 costs will be tested inside of this forum  
 21 and the end result of what we've proposed  
 22 will be at the discretion of the Board, but  
 23 we've tried to balance looking forward and  
 24 what the impacts are going to be on  
 25 customers. Again the short and closing

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1 window, and then, you know, the pushing – in  
 2 effect, having a situation where we're  
 3 pushing too much cost forward and we don't  
 4 get a broad enough window in which to have  
 5 cost recovery from customers, and we have  
 6 the inadvertent consequence of having an  
 7 impact from just again a percentage  
 8 perspective, and 9 is quite significant, Mr.  
 9 Browne, I couldn't agree with you more, so  
 10 is 7. So we're in a situation here where  
 11 we've got again what we believe to be  
 12 appropriate cost recovery, and a limited  
 13 time to do it, and fit it in.  
 14 BROWNE, Q.C.:  
 15 Q. So, it's all about your cost recovery for  
 16 the Muskrat Falls Project, the revenues you  
 17 need?  
 18 MS. DALLEY:  
 19 A. When you say the Muskrat Falls Project?  
 20 BROWNE, Q.C.:  
 21 Q. We're paying for Muskrat Falls. The revenue  
 22 you need for Muskrat Falls, that's what it's  
 23 all about, paying -  
 24 MS. DALLEY:  
 25 A. No, not in the short term, it is not.

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1 BROWNE, Q.C.:  
 2 Q. So, what's the 9.4 percent for?  
 3 MS. DALLEY:  
 4 A. That's again the revenue deficiency --  
 5 portion of the revenue deficiency in 2018  
 6 and 2019.  
 7 BROWNE, Q.C.:  
 8 Q. But how could you have a revenue deficiency  
 9 when you have money coming in through the  
 10 Maritime Link through savings at Holyrood  
 11 and savings coming down, we're told, from  
 12 the Labrador Island Link? There's cash  
 13 around, isn't there?  
 14 MS. DALLEY:  
 15 A. I understand and I assume you're referencing  
 16 the expected supply scenario versus the  
 17 deferral account scenario.  
 18 BROWNE, Q.C.:  
 19 Q. Yes.  
 20 MS. DALLEY:  
 21 A. So, we put forward the deferral account  
 22 scenario, and again, I don't want to appear  
 23 too repetitive, but we've put that forward  
 24 as our proposal, again for the reasons of  
 25 uncertainty inside of – at the time when we

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1 proposed it, what was happening, as we near  
 2 down closer to getting the Labrador Island  
 3 Link in service. The Maritime Link has come  
 4 in in a timely manner, but there was  
 5 uncertainty certainly last year when we  
 6 brought that proposal forward. So, we are  
 7 seeing some progress happening on the  
 8 installation of those assets and the  
 9 benefits that we're able to see from them  
 10 and we're, you know, I guess, anxious inside  
 11 of our proposal to see those benefits accrue  
 12 for customers.

13 BROWNE, Q.C.:  
 14 Q. When you come forward with an interim rate  
 15 application, there's some sense that there –  
 16 because you have the GRA, and we're all into  
 17 the GRA and you're interrupting that process  
 18 by seeking interim rates. There's some  
 19 urgency when someone brings forward – when a  
 20 utility brings forward an interim rate  
 21 application, an emergency situation, an  
 22 urgent situation. What is your urgent  
 23 situation?

24 MS. DALLEY:  
 25 A. I wouldn't characterize that way. I think

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1 we've put an application forward to the  
 2 Board that we think is appropriate again to  
 3 -- the rate application is ongoing and we're  
 4 looking for interim rates to minimize the  
 5 ultimate impact or manage, I should say,  
 6 minimize is not the right word, but to  
 7 manage the ultimate impact to customers in  
 8 the rate increases that we've proposed in  
 9 the overall rate case.

10 (9:45 a.m.)  
 11 BROWNE, Q.C.:  
 12 Q. But how could the Board give you any rates  
 13 based upon what they're hearing so far in  
 14 this hearing? How could they possibly give  
 15 you interim relief having heard that there's  
 16 money on the go which you want to put  
 17 somewhere which no one has quite agreed upon  
 18 yet? The Board certainly hasn't agreed it  
 19 should go there. So, based on your  
 20 hypothesis, you want to use that money for a  
 21 certain something. Aren't you just putting  
 22 in this interim application now to sort of  
 23 soften the blow, lead the consumer along?  
 24 We'll take 2.8 percent and 4.7 percent July  
 25 1. Then we're going to hit them up again.

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1 We're going to hit the consumer again in  
 2 January with another nine. Now, where does  
 3 it go after that? You must have a plan.  
 4 What happens after that?

5 MS. DALLEY:  
 6 A. Well, I think the proposals we put forward  
 7 in the General Rate Application and then,  
 8 you know, again depending on the outcome  
 9 from that, there is uncertainty as to what  
 10 the RSP impacts would be next year.

11 BROWNE, Q.C.:  
 12 Q. There certainly is, just based on the  
 13 evidence we've heard. You're going to be  
 14 using less oil. That's clear, isn't it?

15 MS. DALLEY:  
 16 A. That's the proposal, yes.

17 BROWNE, Q.C.:  
 18 Q. And all things being fair, if you're using  
 19 less oil from – because of a warm winter,  
 20 you didn't need as much oil or because the  
 21 price of oil went down dramatically and you  
 22 had one cost out there and there was an  
 23 adjustment, consumers generally would see  
 24 the benefit of that, wouldn't they?

25 MS. DALLEY:

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1 A. They would. That's the – the RSP mechanism  
 2 permits that.

3 BROWNE, Q.C.:  
 4 Q. Well, why wouldn't they see the benefit of  
 5 the money you're bringing forward through  
 6 the Maritime Link which will cause  
 7 ultimately less fuel to be burned? Isn't  
 8 that the rate stabilization plan?

9 MS. DALLEY:  
 10 A. The fuel at Holyrood, the price is certainly  
 11 managed through the rate stabilization plan.  
 12 The mechanism and how that interplays with  
 13 the Maritime Link would be a good question  
 14 for Mr. Fagan.

15 BROWNE, Q.C.:  
 16 Q. Because generally, just looking generally,  
 17 it's not an out-to-lunch hypothesis, is it,  
 18 that less oil is going to be burned at  
 19 Holyrood because you're bringing more  
 20 electricity through the Maritime Link?

21 MS. DALLEY:  
 22 A. Again, Mr. Browne, the mechanics of how that  
 23 interplay happens with the rate  
 24 stabilization plan would be best directed to  
 25 Mr. Fagan.

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1 BROWNE, Q.C.:

2 Q. And in reference to the Maritime Link,

3 there's evidence that during the month of

4 February, electricity was brought over

5 through the Maritime Link to the Island,

6 right?

7 MS. DALLEY:

8 A. I believe that was the case. I don't have

9 the details, but Ms. Williams could speak to

10 the details of the timing and amounts, et

11 cetera.

12 BROWNE, Q.C.:

13 Q. And do you have a ballpark on how much money

14 was saved that would go into – saved from –

15 based on savings on fuel just from that

16 event in the month of February? Do we have

17 an amount for that?

18 MS. DALLEY:

19 A. I'm not aware of that, but Ms. Williams

20 could likely speak to that.

21 BROWNE, Q.C.:

22 Q. And was – has more electricity been brought

23 over through the Maritime Link since that

24 February event which was broadcast on the

25 press and so on?

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1 MS. DALLEY:

2 A. Again, I -

3 BROWNE, Q.C.:

4 Q. Do you know?

5 MS. DALLEY:

6 A. I don't have those details.

7 BROWNE, Q.C.:

8 Q. You don't know if any was brought in or if

9 it wasn't?

10 MS. DALLEY:

11 A. Just, I don't know the particular dates, Mr.

12 Browne, but Ms. Williams could speak to it.

13 BROWNE, Q.C.:

14 Q. And when is Ms. Williams going to testify?

15 BROWNE, Q.C.:

16 Q. I believe when the hearing starts up again

17 is the plan.

18 BROWNE, Q.C.:

19 Q. Well, with all this out there, how can the

20 Board realistically award interim rates with

21 all these contingencies out there that could

22 have a bearing on the amount of fuel that's

23 burned and needed in Holyrood? Shouldn't

24 all this be provided to the Board by way of

25 evidence to avoid all these guesses and

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1 hunches that seem to be prevalent in your

2 evidence?

3 MS. DALLEY:

4 A. The proposal that we put forward for interim

5 rates is, you know, again, I would say a

6 modest recovery of the revenue deficiency

7 for the coming year. That there's still –

8 again, Mr. Browne, you're speaking to the

9 uncertainties. There's uncertainties inside

10 of it, but the evidence again is being

11 tested as we go through the hearing. So,

12 the Board will have more information as we

13 go forward and again, the level of recovery

14 that we're seeking in interim rates is, we

15 feel, appropriate in the context of both

16 customers and to meet the utility's need as

17 well.

18 BROWNE, Q.C.:

19 Q. Okay. In a practical sense, say if the

20 Board gave you these increases, took a

21 chance on you, gave you these increases in

22 July 1, what would the net impact be for

23 ratepayers? You're getting 2.8 percent for

24 the GRA and 4.7 percent for the rate

25 stabilization plan. So, 7.5, will that put

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1 another cent on everyone's electricity bill?

2 Is that what it would put on, do you think

3 or do you know?

4 MS. DALLEY:

5 A. I don't have the exact number in front of

6 me, Mr. Browne, for the interim rates, but I

7 know the process has been set and, you know,

8 there will be questions asked and the Board

9 will ultimately rule on it. But yes, if the

10 proposal accepted, there will be a 7.5

11 percent increase on that domestic rate,

12 average.

13 BROWNE, Q.C.:

14 Q. Because, you see, that's what consumers

15 always ask. They always want to know what

16 is that going to cause – what effect will

17 that have on my bill? What will the energy

18 rate be – and this is what I'm asked, "what

19 will the energy be based on these

20 percentages?" That's what they want to

21 know. And in a lot of press releases,

22 you're dealing with percents and no one

23 quite knows how to go about there because

24 these are percents that have to be flowed

25 through Newfoundland Power and a lot of

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1 people are left scratching their heads.  
 2 But, just continuing with that line of  
 3 questioning, so, say generally you might get  
 4 a cent out of it in July, which will put up  
 5 rates from 10.64 cents to 11.64 cents and  
 6 then you're coming around again six months  
 7 later looking for another 9.4 cents. So,  
 8 that would probably be another cent or cent  
 9 and a half there. So, that would push up  
 10 rates to 12-13 cents. What's the end game  
 11 here from this round that we have that we're  
 12 doing now? Do you have some general idea  
 13 what a ratepayer will have to pay?  
 14 MS. DALLEY:  
 15 A. Can you repeat that question, Mr. Browne?  
 16 BROWNE, Q.C.:  
 17 Q. No. I couldn't possibly repeat that  
 18 question. That is the most unfair question.  
 19 But basically -  
 20 MS. DALLEY:  
 21 A. Mr. Browne, I think I understand -  
 22 BROWNE, Q.C.:  
 23 Q. I have to give admissions here.  
 24 MS. DALLEY:  
 25 A. - at a high level, you know. You're going

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1 to get some agreement from me that customers  
 2 are concerned and we do try and present  
 3 these increases in a way generally that is,  
 4 I'll say, the principle would be that we try  
 5 to be systematic about it and broad-based in  
 6 how we approach it for customers. So, you  
 7 know, different customers look at different  
 8 things on their bill. You know, if my bill  
 9 is \$250, I want to know how much it's going  
 10 to be next month. And if it's 10 percent,  
 11 then you know, I'm doing the math on it.  
 12 I'm not going to say -- we haven't surveyed  
 13 customers, so I don't know whether they look  
 14 at the energy rate, whether they look at the  
 15 all-in rate, whether they look at their  
 16 average usage. I'd like to believe that  
 17 they do, that they look at their bills and  
 18 study them in depth enough.  
 19 I believe we may have actually done  
 20 some surveys around that recently around the  
 21 rural deficit and as to whether or not they  
 22 read their bills and looked at them. But  
 23 what they do know is how much they pay at  
 24 the end of the day, whether they walk in and  
 25

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1 pay it or whether they go to their bank it,  
 2 et cetera.  
 3 So, we try and present it in a way that  
 4 is understandable and clear to the majority  
 5 of people and in a variety of ways. So,  
 6 when we look at customers, we'll say it's  
 7 7.5 percent for an average user, because  
 8 again it's usage driven. So, the person  
 9 that lives in the 4,000 square foot house  
 10 has a very different bill than someone who  
 11 lives in an 1100 square foot house. So, you  
 12 know, there is some computations and  
 13 calculations which the customer has to make,  
 14 and ultimately until they see that go  
 15 through on their bill, they don't see the  
 16 impact directly to them. So, we do try and  
 17 present it in a way -- and I believe  
 18 Newfoundland Power are the same. We're  
 19 generally consistent in how we approach it.  
 20 We understand that when we put  
 21 increases through that they go through to  
 22 Newfoundland Power and then there is a  
 23 subsequent rate over to consumers. So, when  
 24 we go out with our wholesale rate, we try  
 25 and work to give a retail rate impact as

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1 well and we do it -- again, you've probably  
 2 seen it in the hundred dollar increments.  
 3 So, if it's seven percent, it's \$7 for every  
 4 \$100 of your bill, because again, you know,  
 5 we can't understand or appreciate everyone's  
 6 particular circumstance and how much it's  
 7 going to cost.  
 8 But suffice us to say that any increase  
 9 has an impact on customers. It's payment  
 10 for a service, but it is -- customers are  
 11 concerned about rate increases and I think  
 12 you referenced it earlier, rightfully, that  
 13 customers are concerned today about what  
 14 they hear into the future and we are equally  
 15 as concerned with that and we're putting  
 16 forward trying to manage the impact of a  
 17 significant number of costs that have been --  
 18 either have been incurred or are to be  
 19 incurred for customers and working to manage  
 20 those for customers.  
 21 BROWNE, Q.C.:  
 22 Q. Okay, Ms. Dalley, now so, in this round then  
 23 -- we could say in this round, you're trying  
 24 to end up in the 13 to 14 percent range? Is  
 25 that where we're going here, the realm

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1 between July 1, 2018 to January 2019, you're  
 2 trying to get in that 13 to 14 percent range  
 3 there? And can you tell the assembly what  
 4 the next plan is? Where are you going after  
 5 that? You must have some plan. Where are  
 6 you headed? What's the end game here?  
 7 MS. DALLEY:  
 8 A. I can't speak to what is beyond that. I  
 9 think we know there's again a degree of  
 10 uncertainty even coming out of this  
 11 Application and what the impact will be and  
 12 then, you know, again, costs that may be  
 13 incurred. You spoke to the deferral account  
 14 and the uncertainty there again, depending  
 15 on the decision coming out of this hearing  
 16 on the scenario that we move forward with,  
 17 the deferral scenario or the mechanism, the  
 18 return of that deferred account to  
 19 customers. We've left that open to the  
 20 Board's discretion as to what the  
 21 appropriate means are to phase that in for  
 22 customers. So, it is a period of  
 23 uncertainty in all those circumstances.  
 24 BROWNE, Q.C.:  
 25 Q. So, the answer is there's no plan after that

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1 or is there a plan?  
 2 MS. DALLEY:  
 3 A. I think there's a degree of uncertainty, Mr.  
 4 Browne, and I think that that is what we've  
 5 been saying is that, you know – and we've  
 6 expressed – we have a sense of what  
 7 Government publicly has said they're going  
 8 to target for Muskrat Falls' rate, again  
 9 whether it's the 17 or the 18 cent mark in  
 10 2020. We know today that we've got an  
 11 application put forward based on, you know,  
 12 increase in cost as well as increased  
 13 investment in the electricity system from  
 14 capital and fuel price increases. So, we've  
 15 put that forward inside the application  
 16 we've made for the deferral account and  
 17 there is a degree of uncertainty. So, we've  
 18 made proposals based on interim rates, as  
 19 well as now accommodating the RSP mitigation  
 20 changes. Beyond that, there is still a  
 21 degree of uncertainty.  
 22 BROWNE, Q.C.:  
 23 Q. So, you mentioned 17 to 18 cents and your  
 24 president in his testimony mentioned 18  
 25 cents and, so you're headed toward 18 cents.

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1 Is that where you're going? And over what  
 2 period of time are you trying to get there?  
 3 Can you tell us all that?  
 4 MS. DALLEY:  
 5 A. I don't – well, I think collectively the  
 6 electricity costs are heading to 17 or 18  
 7 cents. That's what we understand. But  
 8 again, whether that has been locked down and  
 9 how that is going to happen -- we don't have  
 10 the final cost yet for Muskrat Falls. We  
 11 don't have a clear sense of what the  
 12 mitigation plan is and is going to be. So,  
 13 again, there is uncertainty, you know, for  
 14 customers right now as to what that's going  
 15 to look like and even inside of the proposal  
 16 we've made, there's uncertainty. So, we are  
 17 trying to lock in or try to lock in, I  
 18 suppose, or propose some options for  
 19 customers in a very uncertain environment.  
 20 Again, our principle in bringing the  
 21 deferral account forward was to try and see  
 22 if there was a way to manage that  
 23 uncertainty and assist customers in stepping  
 24 towards Muskrat Falls and avoiding the  
 25 inevitable climb and increase that we will

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1 see in a one-year increment. So, we are  
 2 working to smooth that in. If that ends up  
 3 to not be possible, we will have – and  
 4 customers will have to manage that.  
 5 BROWNE, Q.C.:  
 6 Q. Customers, in order to manage, need the  
 7 correct price signal. Is that a fair  
 8 comment? We need a price signal to  
 9 determine what action you should take.  
 10 Customers recognize that it's going to 18  
 11 cents and you're looking for 18 cents.  
 12 You're going to be here doing your best to  
 13 get 18 cents over the next 24 months or 30  
 14 months. Isn't it fair that you would tell  
 15 customers that now, that that's where we're  
 16 headed, that's where you're headed?  
 17 MS. DALLEY:  
 18 A. Tell them that that's where their  
 19 electricity -  
 20 BROWNE, Q.C.:  
 21 Q. Subject to the Board.  
 22 MS. DALLEY:  
 23 A. That that's where their electricity rates  
 24 are going?  
 25 (10:00 a.m.)

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1 BROWNE, Q.C.:

2 Q. And you've mentioned the deferral account,

3 but we all know the deferral account is –

4 will be depleted very quickly. If you get

5 200 million in it, your president said for

6 every 70 million is one cent, I do believe.

7 MS. DALLEY:

8 A. Yes.

9 BROWNE, Q.C.:

10 Q. So, we're not talking a lot, and all of a

11 sudden the deferral account is gone and

12 you're at 18 cents because of the deferral

13 account and all of a sudden the deferral

14 account has expired. So, there will be

15 another jump at that time, would it not?

16 Just naturally, if the deferral account is

17 used to keep the rate down, and all of a

18 sudden there's nothing left there.

19 MS. DALLEY:

20 A. Well, and I'm trying to follow your

21 thoughts, Mr. Browne, but the – we are not

22 attempting at this point to get to 17 or 18

23 cents over the near term. I think what

24 we've been saying is that that is what we

25 understand Government, through its rate

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1 mitigation activities, has determined is an

2 appropriate number. Again, Mr. Haynes would

3 have some knowledge of those discussions

4 through the rate mitigation process that

5 he's engaged with. He certainly shared that

6 with me at some level and I've read publicly

7 what has been stated. So, that is where

8 electricity rates appear to be doing at this

9 time, if Government and I guess, Nalcor are

10 able to provide the mitigation mechanisms

11 under which to do it. I think Mr. Haynes

12 articulated this and I will probably echo

13 what he articulated in saying that yes, the

14 deferral account is, in the context of the

15 broader impacts of Muskrat Falls, is not

16 terribly significant. It is a small piece

17 towards trying to assist customers and ease

18 them into what will be a very steep

19 increase. But the mitigation over the next

20 couple of years will not step us to – I

21 mean, we won't get to 18 cents before the 18

22 cents.

23 BROWNE, Q.C.:

24 Q. No, you won't. Just if we put up IC-NLH-

25 122, page 20 of 26, and we're back to this

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1 infamous chart, and the top number on these

2 charts show that electricity is projected,

3 as of a year ago when the chart was made, to

4 go to 22.89 cents in 2021 and by the time

5 2030, it's 25 and by the time – 32, 32 at

6 2040. That's an interesting year, 2040 and

7 2041, of course. But so, in 2021, you

8 anticipate 22.89 cents. In what year do you

9 think you're going to be at 18 cents,

10 according to your plan and what has been

11 contrived at Holyrood – at Hydro, sorry?

12 MS. DALLEY:

13 A. Again, if you're speaking to the rate

14 mitigation committee, which I believe that

15 you are because again, the broad mechanism

16 for rate mitigation or whatever mechanisms

17 they are looking at, a multitude of things

18 are being worked under that Government

19 committee. The plan, as I understand it,

20 based on the – I don't know if it's a plan

21 as much as it is the Orders in Council, Mr.

22 Browne, which you know, prescribe very

23 clearly that Island Interconnected customers

24 will be paying for the full cost of Muskrat

25 Falls. Muskrat Falls starts to come in

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1 service in the fall of 2020. September, I

2 think, is the current estimate. And at that

3 time, we will start to see the impacts of

4 those costs, but we do not have the full

5 cost year, but again, as you've rightly

6 pointed out, this is the estimate that is on

7 the record today.

8 BROWNE, Q.C.:

9 Q. And the 18 cents that you're referencing in

10 the application you have here before the

11 Board now and the rates that you have

12 suggested to the Board would be appropriate

13 in July don't have the HST included, do

14 they?

15 MS. DALLEY:

16 A. The HST again is a factor that's dependent

17 on, you know, how much the customer pays.

18 BROWNE, Q.C.:

19 Q. Yeah, we know what it's dependent on, but

20 it's not included. That's my question.

21 MS. DALLEY:

22 A. No, it isn't, because it's dependent on – we

23 do generally – we calculate it with and

24 without at times, depending on the context

25 and the comparison.



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1 BROWNE, Q.C.:

2 Q. So, let me get this right. So, you're

3 asking consumers to pay for a rate based on

4 a fictional number or a nuanced number and

5 to pay HST on that for a service they're

6 really not getting. You're asking the

7 Public Utilities Board to be a banker of

8 sorts for the deferral account as well,

9 right? You're asking the Public Utilities

10 Board to be a bank for the deferral account?

11 They'll be the banker for it.

12 MS. DALLEY:

13 A. I think what we've proposed is that there is

14 flexibility for the Board to make a

15 determination on, you know, whether that –

16 at what time any savings in the deferral

17 account are credited back to customers. And

18 again, as we head towards closer to Muskrat

19 Falls, we'd certainly have some certainty or

20 closer to getting certainty around what the

21 final rates are going to be, I would hope,

22 and we may indeed have some more

23 illumination onto the potential for rate

24 mitigation and what the plan is over the

25 long term. So, there is a degree of

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1 certainty or uncertainty, sorry.

2 BROWNE, Q.C.:

3 Q. You make reference to the committee and the

4 Government, but it's not the jurisdiction of

5 the Government to set rates, is it?

6 MS. DALLEY:

7 A. Again, I'll speak to this at a high level,

8 but Government has the ability to set broad-

9 based policy, but again, the delegation of

10 rate setting is to the Board, unless there's

11 an exemption in place, which for Muskrat

12 Falls there is.

13 BROWNE, Q.C.:

14 Q. And maybe it's best that I take five minutes

15 now and see if I might have a couple more

16 questions. I might not.

17 CHAIR:

18 Q. Sure.

19 BROWNE, Q.C.:

20 Q. Just see where I'm going to go. Can I take

21 five minutes?

22 CHAIR:

23 Q. Okay.

24 (RECESS 10:07 a.m.)

25 (RESUME 10:16 a.m.)

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1 CHAIR:

2 Q. Back to you, Mr. Browne.

3 BROWNE, Q.C.:

4 Q. Thank you, Chair. Just a couple more

5 questions. On that committee that is

6 referenced, what you call a mitigation

7 committee, and the mitigation committee

8 doesn't include Newfoundland Power?

9 MS. DALLEY:

10 A. I don't believe it does, and to be fair, I

11 think the – I didn't have the rights to name

12 that committee, so I believe it's

13 Government's rate mitigation committee,

14 chaired by I believe an associate deputy

15 minister in the Department of Natural

16 Resources. My understanding, and I don't

17 know the precise composition of the

18 committee, but I believe it is chaired by

19 the Government and has individuals from

20 Government and Nalcor Energy and Mr. Haynes

21 from Hydro.

22 BROWNE, Q.C.:

23 Q. Yeah, we know who's there, but we know who's

24 not there, and the Industrial Customers are

25 not there and consumers are not there, and

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1 it's a closed process, isn't it? It's not

2 open. It's not transparent. It's not

3 before this Board.

4 MS. DALLEY:

5 A. I think it is Government's process, Mr.

6 Browne.

7 BROWNE, Q.C.:

8 Q. And out of that committee, you're telling

9 the Board, came the proposal for 18 cents?

10 Is that what you're saying?

11 MS. DALLEY:

12 A. I don't know the genesis of it, to be fair,

13 and I can't speak for the committee. What I

14 do know is what I've seen publicly is the 17

15 or 18 cents that I believe the Premier has

16 spoken about as a target to mitigate rates

17 to from the – well, the 22 cents that you

18 had up previously.

19 BROWNE, Q.C.:

20 Q. Now, the last time we saw Government and

21 Nalcor and Hydro getting together, we ended

22 up with Muskrat Falls and the only people

23 that were not involved was this regulator,

24 wasn't involved and consumers weren't

25 involved and it was all a closed shop, and

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1 we're right back at it again now in  
 2 providing the – what you term to be the  
 3 solution, these mitigation efforts. Is that  
 4 a fair comparator?  
 5 MS. DALLEY:  
 6 A. I'm not sure that I would say that we're  
 7 proposing a solution. I think that what  
 8 we're proposing is an interim step on the –  
 9 again, the deferral account to assist us in  
 10 getting to the end rate for Muskrat Falls,  
 11 which again, by the Order in Council, says  
 12 that Island Interconnected customers will  
 13 pay those costs. What Government are doing  
 14 with respect to the rate mitigation  
 15 committee, again is outside of my purview,  
 16 but I understand that they're trying to  
 17 mitigate and manage the impact of Muskrat  
 18 Falls for customers.  
 19 BROWNE, Q.C.:  
 20 Q. Why didn't Hydro come forward with a number  
 21 of options so that there could be a general  
 22 discussion, like in the case of Manitoba  
 23 Hydro where they put the surcharge, the  
 24 rider in place of 2.5 percent? There's  
 25 certainty in that, isn't there?

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1 MS. DALLEY:  
 2 A. I think that the proposal we've put forward  
 3 is the one we felt was appropriate at the  
 4 time when we were developing the rate case  
 5 and again, there was a high degree of  
 6 uncertainty inside when we would see the  
 7 line come in, how much energy we could  
 8 receive over the line. So, there was, you  
 9 know, a number of factors in play and we  
 10 felt that this was an option that would give  
 11 us a balance inside of it, but we've also  
 12 said that there are other options and that  
 13 we think this is the appropriate forum for  
 14 that discussion which we're having today.  
 15 BROWNE, Q.C.:  
 16 Q. Well, if there are other options, it's your  
 17 application, isn't it incumbent upon you to  
 18 bring those options forward? For instance,  
 19 have you looked at what a 2.5 percent  
 20 increase by way of a rider to pay for  
 21 Muskrat Falls, if a rider went in place,  
 22 have you looked at what revenue that would  
 23 generate? Has that been studied?  
 24 MS. DALLEY:  
 25 A. What we've put forward is the case for the

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1 deferral account and that is our proposal.  
 2 What we have indicated is there may be other  
 3 solutions that are indeed different that get  
 4 us to the same place or the same outcome or  
 5 a different outcome, which we are open to,  
 6 and we're open to, again, that direction  
 7 from the Board.  
 8 BROWNE, Q.C.:  
 9 Q. Well, if you're open to it, you can refile.  
 10 You can make other suggestions. This  
 11 hearing, it's in its infancy. There's no  
 12 one here the enemy. We're all working  
 13 together to try to get ourselves out of a  
 14 major, major dilemma and by working  
 15 together, wouldn't that be the better  
 16 approach? If Hydro took some leadership  
 17 here, considering the fact that Hydro got us  
 18 into the problem to begin with, if Hydro  
 19 took some leadership here and put a number  
 20 of proposals forward for consideration  
 21 instead of the one that you've stumbled  
 22 upon, the deferral account, and you stumbled  
 23 upon it basically because the evidence is if  
 24 the generation had to be complete up at  
 25 Muskrat Falls, we wouldn't have been talking

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1 about this deferral account. I think that's  
 2 the evidence basically. Why won't you do  
 3 that? Withdraw your application or  
 4 supplement your application by putting  
 5 forward something that has merit because the  
 6 deferral account seems – there's a lot of  
 7 confusion around that, you have to admit.  
 8 MS. DALLEY:  
 9 A. Mr. Browne, I'm appreciative that that's  
 10 your perspective, but our perspective was  
 11 that based – again, it's grounded in the  
 12 proposal that we've put forward for the  
 13 deferral account and that is the evidence  
 14 that we have on the record and that is what  
 15 we're bringing forward and working with  
 16 inside this rate case.  
 17 BROWNE, Q.C.:  
 18 Q. Okay. Thank you very much.  
 19 MS. DALLEY:  
 20 A. You're welcome.  
 21 BROWNE, Q.C.:  
 22 Q. Thank you.  
 23 CHAIR:  
 24 Q. Thank you, Mr. Browne. Who's on deck?  
 25 MR. FLEMING:

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1 Q. I'm on deck.  
 2 CHAIR:  
 3 Q. Mr. Fleming, okay, over to you.  
 4 MS. DAWN DALLEY, CROSS-EXAMINATION BY MR. DENIS  
 5 FLEMING  
 6 MR. FLEMING:  
 7 Q. Good morning, Ms. Dalley.  
 8 MS. DALLEY:  
 9 A. Good morning, Mr. Fleming.  
 10 MR. FLEMING:  
 11 Q. I'd like to start by discussing Hydro's  
 12 communications with Industrial Customers  
 13 generally and more specifically, the Key  
 14 Account Manager position.  
 15 MS. DALLEY:  
 16 A. Yes.  
 17 MR. FLEMING:  
 18 Q. That's discussed at page 2.5 of the evidence  
 19 and if I could ask if that could be pulled  
 20 up. It's a short paragraph, so I'll read.  
 21 "In 2015, Hydro developed an account  
 22 management framework to guide its customer  
 23 interfaces with key commercial and  
 24 industrial customers, as well as with  
 25 Newfoundland Power. An essential

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1 requirement identified in Hydro's account  
 2 management framework was the creation of a  
 3 dedicated account manager within Hydro's  
 4 Customer Service department." And that's  
 5 your department, correct?  
 6 MS. DALLEY:  
 7 A. It is.  
 8 MR. FLEMING:  
 9 Q. "The Manager Key Accounts is a  
 10 representative for all of Hydro's Industrial  
 11 Customers, as well as other identified key  
 12 commercial accounts and proactively engages  
 13 customers on key service and business areas,  
 14 such as commercial arrangements, initial  
 15 outage planning, unplanned outage response  
 16 and follow up, future power requirements,  
 17 business development, continuous improvement  
 18 and promotion of Hydro's energy efficiency  
 19 programs that are available to these  
 20 customers."  
 21 If we could go down to footnote 15,  
 22 there is an update from January 20, 2017  
 23 that was filed with the Board. "Hydro's  
 24 customer service account management  
 25 framework implementation update report." I

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1 believe that flowed from the Order following  
 2 the 2013 General Rate Application. I wasn't  
 3 able to put my hands on that on the record.  
 4 Do you know if that's on the record?  
 5 MS. DALLEY:  
 6 A. I would expect it is per the footnote, yes.  
 7 MR. FLEMING:  
 8 Q. Okay. If it's not, could I have a copy? If  
 9 it is, could I be pointed out where it is?  
 10 I just couldn't find it.  
 11 MR. YOUNG:  
 12 Q. I'm not sure. We'll check. I don't know  
 13 offhand if it's on the record. If it's not,  
 14 we'll ensure that it's provided.  
 15 (10:25 a.m. UNDERTAKING)  
 16 GREENE, Q.C.:  
 17 Q. It was filed with the Board separately.  
 18 MR. YOUNG:  
 19 Q. It may well have been filed with the Board,  
 20 you know. Of course, that I think is filed  
 21 with the Board and is on the record, but if  
 22 Mr. Fleming would like that on the record,  
 23 absolutely.  
 24 MR. FLEMING:  
 25 Q. Appreciate it. So, the creation of this

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1 position, it flowed from recommendations in  
 2 Liberty's reports and the Board's Order  
 3 following the 2013 Amended General Rate  
 4 Application, correct?  
 5 MS. DALLEY:  
 6 A. That's fair, yes.  
 7 MR. FLEMING:  
 8 Q. And it's discussed at length, this issue, in  
 9 the PUB's Order, P.U.(2016)49. I won't read  
 10 from that verbatim, but to summarize, the  
 11 Board talked about the fact that Liberty had  
 12 raised the issue of Industrial Customer  
 13 communications in 2014 and again in its  
 14 final report in December 2014. The Board  
 15 noted that the evidence at the hearing was  
 16 that Hydro had developed the draft account  
 17 management framework, but it did not appear  
 18 that progress had been made on establishing  
 19 clear communication lines in the form of an  
 20 account representative. The Board opined  
 21 that the establishment of a key account  
 22 representative for each Industrial Customer  
 23 was important and also questioned the  
 24 timeline for the implementation of the  
 25 account management framework.

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1 The draft management framework that was  
 2 in place at the time of the 2013 General  
 3 Rate Application was filed as Undertaking  
 4 191 in that procedure and we filed it with  
 5 the Board yesterday.  
 6 MS. DALLEY:  
 7 A. Yes.  
 8 MR. FLEMING:  
 9 Q. I wonder if that could be pulled up.  
 10 MS. GLYNN:  
 11 Q. And we'll enter that as Information No. 8,  
 12 please.  
 13 MR. FLEMING:  
 14 Q. So, at the time that this was filed, it was  
 15 noted to be in draft. Was it finalized?  
 16 MS. DALLEY:  
 17 A. What I would say about the framework is when  
 18 it was developed, again these elements were  
 19 included. As we've started to implement a  
 20 great deal of these, and we have a number of  
 21 them underway, I think what you'll see is  
 22 we'll make some adjustments and then, you  
 23 know, if I can say tweaks and changes, but  
 24 they wouldn't be what I would consider to be  
 25 substantive in nature because the general

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1 feedback we've gotten so far from customers  
 2 is that we're heading in the right  
 3 direction.  
 4 MR. FLEMING:  
 5 Q. Okay. So, is this a document that's been  
 6 edited over time?  
 7 MS. DALLEY:  
 8 A. This document has not, no.  
 9 MR. FLEMING:  
 10 Q. Okay. Because I understood it was draft and  
 11 it was going to be finalized.  
 12 MS. DALLEY:  
 13 A. Yeah. So, what I'm saying is that one could  
 14 call it final, Mr. Fleming, but as we go  
 15 through and we continue to work with  
 16 customers, we're also doing a lot of  
 17 coordination now with other account  
 18 managers, inside coordination, sharing of  
 19 information with other account managers  
 20 inside of other utilities through the  
 21 Canadian Electricity Association to  
 22 understand how their programs work, their  
 23 processes work. Indeed, they're very  
 24 similar to ours. So, we may indeed make  
 25 some adjustments in this, but they wouldn't

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1 be substantive over time. So, I think this  
 2 is – I don't want to say it's fluid because  
 3 I think that's a misrepresentation, but I  
 4 think that it's fair to say we would make  
 5 adjustments as required to ensure that we're  
 6 delivering what customers need.  
 7 MR. FLEMING:  
 8 Q. My question is has any changes been made  
 9 since it was filed in the 2013 General Rate  
 10 Application?  
 11 MS. DALLEY:  
 12 A. No, and I'm saying – I thought I was clear  
 13 in saying no, but there may be adjustments  
 14 being made.  
 15 MR. FLEMING:  
 16 Q. Okay, thank you. So, I understand that  
 17 there's one account manager for all  
 18 Industrial Customers and key customers. Is  
 19 that correct?  
 20 MS. DALLEY:  
 21 A. Yes. I think that is fair. The vast  
 22 majority of his focus is on the Industrial  
 23 Customers. As well, we have two other  
 24 accounts that we've included as part of his  
 25 purview, which are Rambler Mines and

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1 Anaconda and from, I guess, a large customer  
 2 perspective, because we felt that that was  
 3 appropriate with the level of service that  
 4 they have, and again the complexity of their  
 5 business to enable us to have a better  
 6 interface with them. But we've also, which  
 7 I mentioned yesterday, as a result of the  
 8 complexity around the data centre file, he  
 9 is an interface that is assisting us on  
 10 that. And for the most part, those are  
 11 general service customers, not at the same  
 12 level per se as an Industrial Customer, but  
 13 from certainly some of the requests that we  
 14 have from a load perspective, they certainly  
 15 would like to be, in which case they may end  
 16 up indeed being a – I hesitate to call them  
 17 Industrial Customers, but data centre  
 18 customers. So, they're there right now at  
 19 the front end of that process.  
 20 MR. FLEMING:  
 21 Q. And in fairness, that talks – my  
 22 understanding is there's one person who  
 23 deals with all Industrial Customers?  
 24 There's not a separate account manager for  
 25 each industrial customer?

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1 MS. DALLEY:  
 2 A. No, and you know, the account managers, for  
 3 example, that I've spoken with, some at Nova  
 4 Scotia Power, carry a number of accounts.  
 5 MR. FLEMING:  
 6 Q. Was it ever considered that there would be a  
 7 different person for each industrial  
 8 customer?  
 9 MS. DALLEY:  
 10 A. No.  
 11 MR. FLEMING:  
 12 Q. And I use that because the Board's Order  
 13 says for each industrial customer, and I  
 14 know that's a somewhat ambiguous term, but  
 15 I'm just wondering whether – how that was  
 16 interpreted inside of Hydro.  
 17 MS. DALLEY:  
 18 A. So, we certainly didn't interpret it that  
 19 way and I can't see the cost effectiveness  
 20 inside of that. I don't think the  
 21 requirement is there for an individual  
 22 account manager. And again, based on the  
 23 feedback that we've gotten from the  
 24 Industrial Customers that are underneath the  
 25 Key Account Manager's purview today, they

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1 appear to be satisfied with the level of  
 2 service and, you know, be the first one –  
 3 you know, these are always evolving things  
 4 and you know, year over year they change and  
 5 you try and ensure you're meeting customers'  
 6 expectations and that's what we're doing  
 7 inside of that program. But a one-on-one  
 8 relationship, I can't see that happening.  
 9 (10:30 a.m.)  
 10 MR. FLEMING:  
 11 Q. Mr. Coish is the person currently in that  
 12 position?  
 13 MS. DALLEY:  
 14 A. He is.  
 15 MR. FLEMING:  
 16 Q. And when did he start?  
 17 MS. DALLEY:  
 18 A. He would have started in I believe early –  
 19 it might have been early, March, April, May,  
 20 the second quarter of 2016.  
 21 MR. FLEMING:  
 22 Q. Okay. Was he the first person in that  
 23 position?  
 24 MS. DALLEY:  
 25 A. He was.

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1 MR. FLEMING:  
 2 Q. So, he's the only person that's ever been in  
 3 that position?  
 4 MS. DALLEY:  
 5 A. He took a parental leave at one point and  
 6 so, we had someone else cover him off while  
 7 he was on parental leave.  
 8 MR. FLEMING:  
 9 Q. Okay. Do you know what Mr. Coish's  
 10 educational background is?  
 11 MS. DALLEY:  
 12 A. I believe he's an electrical engineer. He  
 13 worked in our system operations group prior  
 14 to taking this role. So, he has a very  
 15 strong technical background, understands the  
 16 complexity of the system. He also had some  
 17 partial responsibility for coordinating the  
 18 industrial billing at the time. So, he now  
 19 manages that component as well, under this  
 20 portfolio, so that there's just a synergy  
 21 inside of that.  
 22 MR. FLEMING:  
 23 Q. So, it sounds like he had satisfied the  
 24 resourcing requirement that the person have  
 25 a technical background?

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1 MS. DALLEY:  
 2 A. Yes, naturally we felt it was important for  
 3 them to have a technical background, both  
 4 from an electricity system perspective, but  
 5 also the ability to understand the  
 6 complexity inside these customers'  
 7 businesses as well. You know, when we're  
 8 talking about the refinery, the pulp and  
 9 paper industry, it's—you know, we felt that  
 10 was an important skillset to bring to the  
 11 table.  
 12 MR. FLEMING:  
 13 Q. Mr. Coish doesn't report directly to you,  
 14 does he?  
 15 MS. DALLEY:  
 16 A. No, he does not. He reports through to the  
 17 manager of Customer Service, but Mr. Coish  
 18 and I, it's fair to say that we have a very  
 19 active engagement. I get bi-weekly reports  
 20 from Mr. Coish as well on significant files  
 21 or where there are significant issues. Mr.  
 22 Coish is well aware that he has lots of  
 23 access to myself as well as the other  
 24 executives, and I—it's probably fair to say  
 25 he coordinates with them regularly as well

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1 on any concerns that may come up through his  
 2 work.  
 3 MR. FLEMING:  
 4 Q. Your position since the job has been filled  
 5 in the second quarter of 2016, has it met  
 6 the objectives outlined in the framework?  
 7 MS. DALLEY:  
 8 A. Again, and I speak to the evolution of this,  
 9 I think we actually have a number of these  
 10 underway. There are some tweaks which we  
 11 may change. For example, at the time we  
 12 thought there might be a need for an over-  
 13 arching steering committee, cross-  
 14 functionally, you know, to drive, I could  
 15 say the rigor around the work that was  
 16 required for industrial customers. Our  
 17 current thinking on that, and again, it's--  
 18 very current discussions we've had recently  
 19 is, is that necessary? Mr. Coish has great  
 20 relationships inside our field operations,  
 21 for example, our Planning group, our  
 22 Commercial group, our System Operations  
 23 group, he has regular interfaces with  
 24 Engineering through the capital budget. So,  
 25 it's evolving, but sufficed to say he

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1 doesn't feel internally like he's facing  
 2 roadblocks to get the requisite attention he  
 3 needs. I won't say that in those early days  
 4 there weren't a few bumps in working that  
 5 out, but we have clearly communicated to the  
 6 business that industrial customers are  
 7 important to us, and they're big customers,  
 8 and that when they have requirements, we  
 9 will work to achieve them. We may not  
 10 achieve an outcome that is the same, but the  
 11 process itself, we feel comfortable at this  
 12 point that it's generally working, but  
 13 naturally, you always stay close to that to  
 14 make any adjustments you need.  
 15 MR. FLEMING:  
 16 Q. Is Mr. Coish tracked and measured against  
 17 the priorities in the framework?  
 18 MS. DALLEY:  
 19 A. He's measured against annual objectives.  
 20 So, he has—and again, some of those are  
 21 preliminary in the sense of developing  
 22 these. So, you know, he was to develop key  
 23 account plans for each account which he  
 24 does. And has a number of targets inside  
 25 those plans to make sure he's meeting and

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1 interfacing with customers. So, and he  
 2 tracks those, a meticulous record-keeper.  
 3 So, he tracks all his interactions with  
 4 customers, outage calls he may have made to  
 5 customers, assistance on various issues,  
 6 action items, resolution of meetings. So,  
 7 yeah, there are a number of—I mean, I guess  
 8 you can call them KPIs, but inside of his  
 9 performance plan for the year there are  
 10 clear objectives he is meant to achieve.  
 11 MR. FLEMING:  
 12 Q. Is there a written document that says these  
 13 are the objectives he will be measured  
 14 against for the year?  
 15 MS. DALLEY:  
 16 A. I've seen Mr.—and reviewed Mr. Coish's  
 17 performance review. So, I know that inside  
 18 of his performance review there are measures  
 19 and objectives inside of that.  
 20 MR. FLEMING:  
 21 Q. Can we get a copy of what the measures and  
 22 objectives are? I'm not—I'm asking for Mr.  
 23 Coish's specific performance reviews.  
 24 MS. DALLEY:  
 25 A. Sure, yeah.

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1 MR. FLEMING:  
 2 Q. And also, is there -  
 3 MS. GLYNN:  
 4 Q. We'll note that as an undertaking.  
 5 (10:35 a.m. - UNDERTAKING)  
 6 MR. FLEMING:  
 7 Q. Is there a job description that was posted  
 8 for this position?  
 9 MS. DALLEY:  
 10 A. Yes, there would be.  
 11 MR. FLEMING:  
 12 Q. I'd like to get a copy of that as well.  
 13 (10:35 a.m. - UNDERTAKING)  
 14 MS. DALLEY:  
 15 A. Sure, absolutely.  
 16 MR. YOUNG:  
 17 Q. Can I just, for clarification, Mr. Fleming,  
 18 did you say you do or do not want his  
 19 specific performance review? We don't?  
 20 MR. FLEMING:  
 21 Q. Yes, I don't want his—I don't need to see  
 22 his specific review.  
 23 MR. YOUNG:  
 24 Q. Okay. So, to be -  
 25 MS. DALLEY:

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1 A. And to be fair, a lot of those are driven  
 2 out of the job description, right?  
 3 MR. YOUNG:  
 4 Q. Yes.  
 5 MS. DALLEY:  
 6 A. So, when you talk about your key  
 7 responsibility areas –  
 8 MR. YOUNG:  
 9 Q. Sure.  
 10 MS. DALLEY:  
 11 A. - inside of a performance review, those are  
 12 generally--the job description is shaped to  
 13 that. So -  
 14 MR. YOUNG:  
 15 Q. Okay. I think we understand it.  
 16 MS. DALLEY:  
 17 A. Yeah.  
 18 MR. YOUNG:  
 19 Q. Thank you.  
 20 MS. GLYNN:  
 21 Q. And then, the undertaking for the job  
 22 description as well?  
 23 MR. FLEMING:  
 24 Q. The description of the job refers to  
 25 industrial customers and other key customer

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1 accounts, and you've addressed that a little  
 2 bit already, and I think you said on top of  
 3 the industrial customers, Mr. Coish also  
 4 deals with Anaconda mines, Rambler and the  
 5 data centres in Labrador?  
 6 MS. DALLEY:  
 7 A. Yes, and DND as well in Labrador would be  
 8 the other one.  
 9 MR. FLEMING:  
 10 Q. And DND in Labrador as well?  
 11 MS. DALLEY:  
 12 A. Yeah.  
 13 MR. FLEMING:  
 14 Q. Would that be a complete list of the  
 15 customers he's responsible for?  
 16 MS. DALLEY:  
 17 A. I believe that it is. We had a discussion  
 18 initially, and I'll say top-level general  
 19 service accounts that, you know, would start  
 20 to head up into—I don't recall. It was a  
 21 couple of years ago when we looked at, you  
 22 know, the threshold and how we would look at  
 23 that from a key account perspective,  
 24 different companies look at it a different  
 25 way. Might look on it based on revenues,

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1 they might look at based on load, but you  
 2 know, that's where we landed, and we felt  
 3 that was priority. And then, depending on,  
 4 I guess the ability for Mr. Coish to handle  
 5 the workload as well, just in that one role,  
 6 you know, we would balance that, but I  
 7 believe that's a comprehensive list.  
 8 MR. FLEMING:  
 9 Q. That was my next question. Is there a  
 10 written threshold somewhere that says once a  
 11 customer hits this level, they're a key  
 12 customer and they're handled by Mr. Coish?  
 13 MS. DALLEY:  
 14 A. I don't know that we've set a hard-fast sort  
 15 of threshold around it, Mr. Fleming, as much  
 16 as we would have initially talked about,  
 17 okay, industrial customers seem a natural  
 18 fit to go in that role. The nature and  
 19 complexity of their business, they're  
 20 interface with us, that makes sense. Again,  
 21 I mentioned Rambler and Anaconda have,  
 22 again, just a business complexity, and we  
 23 wanted to make sure that we were serving  
 24 them adequately. The—you know, sort of  
 25 electricity is critical to their business,

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1 so we wanted to make sure we were doing them  
 2 justice by the service they were getting.  
 3 But I don't—I know we had discussion about  
 4 it, but we didn't set a hard-and-fast  
 5 deadline. Whether Mr. Coish might have a  
 6 better recollection than me as to sort of  
 7 the--you know, how much energy that was, how  
 8 much capacity that was, what rate class they  
 9 were at et cetera, and whether it fits into  
 10 a mold, I don't know, but I do know that  
 11 those are the customers that, at this point,  
 12 that we are working with.  
 13 MR. FLEMING:  
 14 Q. So, it's the industrial customers, plus  
 15 three--and then, plus the data centre?  
 16 MS. DALLEY:  
 17 A. Yes, I think that's fair to say.  
 18 MR. FLEMING:  
 19 Q. I understood from your testimony yesterday  
 20 that Mr. Coish also has responsibility for  
 21 Newfoundland Power issues as well?  
 22 MS. DALLEY:  
 23 A. He-sorry, how did you frame that?  
 24 MR. FLEMING:  
 25 Q. He has—it's not responsibility. Involvement

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1 for some Newfoundland Power –

2 MS. DALLEY:

3 A. Yeah, I think how I characterized it, and

4 actually Mr. Coish and I have had this

5 discussion actively, that if we wanted a

6 single point interface for Newfoundland

7 Power with a magnitude of their business and

8 their interfaces with us, we would need

9 another role to do that. And that’s not to

10 say that at some point we may not evolve

11 towards that, but with the—he plays an

12 administrative role inside of the—that

13 relationship at this point.

14 MR. FLEMING:

15 Q. Do you know how much of his day-to-day

16 activities will be taken up with

17 Newfoundland Power, his administrative role

18 with Newfoundland Power?

19 MS. DALLEY:

20 A. I don’t have that level of granularity. I

21 think what I can say is, you know, we just—

22 and this comes back to the framework, Mr.

23 Fleming. I don’t want to presuppose where

24 you might be taking me, but you know, we

25 went to industrial customers or key account

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1 customers recently, and the Customer Service

2 manager called every account customer, key

3 account customer, to check in and ask how

4 they felt the service was going, how

5 satisfied were they with the service that

6 they were provided, and went through a

7 series of questions which were very similar

8 to the account survey we did with customers

9 back when we initially were getting feedback

10 into the role and developing the role. And

11 the feedback we got was very positive, and

12 we certainly feel in the right direction.

13 There were customers inside of that that,

14 you know, we asked them for a rating of—out

15 of ten as to where they felt we were today,

16 and we had a customer say 9 to 9.5 I

17 believe. Others were in the eight and nine

18 range. So, you know, that’s a handful of

19 customers, and it’s a conversation with

20 those key account contacts, but they

21 certainly were satisfied with the level of

22 service that we are providing through that

23 role today. If we felt any differently from

24 that, we would amend accordingly.

25 MR. FLEMING:

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1 Q. My question isn’t about whether the level of

2 service is appropriate or whether customers

3 are happy. I’m just trying to get a feel

4 for Mr. Coish’s position which is –

5 MS. DALLEY:

6 A. Yeah.

7 MR. FLEMING:

8 Q. This is the first hearing since it’s been

9 established.

10 MS. DALLEY:

11 A. I understand.

12 MR. FLEMING:

13 Q. And to understand what amount of this day-

14 to-day activity is spent in different—

15 dealing with Newfoundland Power versus

16 dealing with industrial customers.

17 MS. DALLEY:

18 A. Right.

19 MR. FLEMING:

20 Q. Versus dealing with the key accounts that

21 aren’t industrial customers.

22 MS. DALLEY:

23 A. And I understand the, you know I guess to

24 some degree, the question, and the curiosity

25 around having that. Mr. Coish is not

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1 tracking his time at that level of

2 granularity that I’m aware of. I don’t see

3 his timesheets per se, but what I do know is

4 based on the feedback that we’re getting

5 from customers. There don’t appear to be

6 gaps, but if there are gaps that come up, we

7 will address them. I think they’ve been

8 satisfied generally with the timeliness of

9 Mr. Coish’s responses, the work that he’s

10 doing and I would say that it’s gotten

11 better over time as he develops those

12 relationships and the business alliance

13 better to the needs of the key account

14 customers.

15 MR. FLEMING:

16 Q. Does he have any duties outside of managing

17 those key accounts and the administrative

18 role he plays with Newfoundland Power? Is

19 there –

20 MS. DALLEY:

21 A. He oversees the industrial billing, but

22 again, we feel that that’s a component which

23 dovetails into this role. So, he’s able to—

24 there’s I guess a billing administrator

25 that, you know, has that responsibility, and



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1 again, she's well trained in doing her job.  
 2 So, Mr. Coish just oversees her  
 3 administratively, and then, if there are  
 4 billing issues with a customer, he is at the  
 5 forefront of that, and energy efficiency, I  
 6 guess one would say, but we see that as a  
 7 key account role, and that's one of the ways  
 8 we were able to actually work this role. We  
 9 merged it between the industrial energy  
 10 efficiency role which had been in place for  
 11 a number of years, but there's a fluctuation  
 12 inside of the business cycles for industrial  
 13 customers and therefore the energy  
 14 efficiency projects or CDM projects that  
 15 they were taking on were—fluctuated as well.  
 16 So, we felt that as a result of that, there  
 17 were ebbs and flows inside of that role.  
 18 So, it fit nicely in with this. So, you  
 19 know, one of the responsibilities Mr. Coish  
 20 has is to bring forward and discuss with  
 21 those customers opportunities for, you know,  
 22 CDM savings or programs inside of their, you  
 23 know, business and can speak today to the  
 24 nature of that. You might know better than  
 25 me, but there are some. I know we've looked

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1 at some lighting projects with them as well,  
 2 and a few years ago we had a significant  
 3 project for Corner Brook.  
 4 MR. FLEMING:  
 5 Q. So, he deals with CDM issues for industrial  
 6 customers?  
 7 MS. DALLEY:  
 8 A. He does, yeah.  
 9 MR. FLEMING:  
 10 Q. Not more broadly?  
 11 MS. DALLEY:  
 12 A. Yeah, but again, that's within the duties we  
 13 feel of the key account manager or the  
 14 interface.  
 15 MR. FLEMING:  
 16 Q. Does anyone report into him?  
 17 MS. DALLEY:  
 18 A. I mentioned that the –  
 19 MR. FLEMING:  
 20 Q. You've mentioned –  
 21 MS. DALLEY:  
 22 A. So, his administrative resource for the  
 23 industrial billing.  
 24 MR. FLEMING:  
 25 Q. Yes, you mentioned the woman.

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1 MS. DALLEY:  
 2 A. Yeah.  
 3 MR. FLEMING:  
 4 Q. It's just the one person, is it?  
 5 MS. DALLEY:  
 6 A. Yes.  
 7 MR. FLEMING:  
 8 Q. I'd like to turn to Exhibit 3, "Customer  
 9 Service Road Map Update July 2017." And if  
 10 you go to pages—the bottom of page 2. The  
 11 first paragraph there describes the  
 12 position, and then it reads, "Acting as a  
 13 single point of contact between the customer  
 14 and Hydro, the key account function allows  
 15 all interactions to be handled via a single  
 16 channel and be efficiently managed within  
 17 Hydro. Once a customer request is received  
 18 by the manager of key accounts, it is their  
 19 responsibility to advocate on behalf of the  
 20 customer within Hydro and pursue a  
 21 resolution." Is Mr. Coish viewed as an  
 22 advocate for the industrial customers inside  
 23 of Hydro?  
 24 MS. DALLEY:  
 25 A. Yes, I believe he would be.

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1 MR. FLEMING:  
 2 Q. So, if an industrial customer has an issue,  
 3 they'd go to Mr. Coish, and Mr. Coish would  
 4 advocate for the industrial customer?  
 5 MS. DALLEY:  
 6 A. That is the structure that we've worked to  
 7 communicate with the industrial customers to  
 8 say, you know, rather than—you know, if you  
 9 have an issue, you want a planned outage or  
 10 you have a commercial issue going to the  
 11 individual because there are different  
 12 people inside of the company inside  
 13 responsible for those particular segments,  
 14 so Mr. Coish is meant to be a single point  
 15 of contact to avoid confusion. That doesn't  
 16 mean it's the only contact. So, Mr. Coish  
 17 works on the backend inside of the company.  
 18 If he's—to, I guess tell people, "If you're  
 19 reaching out to a customer, and we perceive  
 20 somewhere in the company there's an issue,  
 21 please advise Mr. Coish so that he is aware  
 22 of that and can take the appropriate steps."  
 23 Those things may happen periodically, but  
 24 generally the interfaces that Mr. Coish and  
 25 I have talked about are pretty broad-

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1 reaching across the company.

2 MR. FLEMING:

3 Q. Okay. And my question is more as an

4 advocate, does he push for the industrial

5 customer's position inside the company?

6 Advocate -

7 MS. DALLEY:

8 A. I think that's a complex question, Mr.

9 Fleming, but I respect it. His job is to be

10 an advocate. However, he also has to

11 balance, you know, Hydro mandate to all its

12 customers. So, that's my point I think I

13 tried to reference earlier, is the

14 resolution may not be what the industrial

15 customer, you know, has requested or wants,

16 but we do work to find our way through these

17 matters, if we can, in a manner that

18 satisfies everyone's interest.

19 MR. FLEMING:

20 Q. No, I understand.

21 MS. DALLEY:

22 A. Yes.

23 MR. FLEMING:

24 Q. It's just when I read it, and I read the

25 word "advocate," I don't expect to him to

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1 make the decision that adversely affects the

2 industrial customers.

3 MS. DALLEY:

4 A. But he is.

5 MR. FLEMING:

6 Q. I read that as if he advocates for the

7 position.

8 MS. DALLEY:

9 A. Yeah.

10 MR. FLEMING:

11 Q. And then, somebody else might make the

12 decision?

13 (10:45 a.m.)

14 MS. DALLEY:

15 A. Oh, I'll use an example which may be

16 somewhat easy for everyone to understand.

17 So, planned outages are a good example. So,

18 we put together--Operation does an annual

19 workplan which generates and falls to an

20 outage schedule. His job is to coordinate

21 with those industrial customers and find out

22 of that schedule works. And we have had

23 industrial customers come back and say, "Not

24 that weekend." And so, he will back to

25 Operations who, you know, may have indeed,

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1 you know, gone and advanced a plan for that

2 particular outage. And Mr. Coish will be an

3 advocate to explain why this has an impact

4 on their business, and why we need to adapt,

5 and find our way around it and look for a—

6 he's a very solutions-focused individual.

7 So, you know, in that sense, yes, he is an

8 advocate, and people understand that, you

9 know, if Mr. Coish is at their door, and he

10 has a current concern about our industrial

11 customers, they are to hear Mr. Coish out

12 and work to find a resolution if it's there.

13 MR. FLEMING:

14 Q. And I kind of leads into my question. I

15 was—I understand if an industrial customer

16 has an issue, they'd go to Mr. Coish, and

17 Mr. Coish will take it back to the company.

18 I'm interested in a situation where Hydro is

19 considering something that affects an

20 industrial customer, and the industrial

21 customer at this point does not know about

22 it.

23 MS. DALLEY:

24 A. Yeah.

25 MR. FLEMING:

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1 Q. Because it's an internal Hydro decision. If

2 an item like that is being considered, and

3 I'll use an example, there was an asset that

4 was previously assigned to common and now

5 it's going to be assigned specific. Where

6 there a review of the assets that are

7 assigned specific versus common, do people

8 inside Hydro know that they are to go to Mr.

9 Coish and he is to be involved in that

10 decision-making process?

11 MS. DALLEY:

12 A. I think what I would say to that is they do

13 today. So, we're aware of that issue, and

14 that is something that of course has come up

15 very recently. So, Mr. Coish is now very

16 engaged in that process.

17 MR. FLEMING:

18 Q. So, before it came up recently, he wouldn't

19 have—and it doesn't have to be that one in

20 particular.

21 MS. DALLEY:

22 A. Yeah, I couldn't—I mean, and again, I'm

23 appreciating where you're going, Mr.

24 Fleming, around that. You know, there may

25 have been gaps where Mr. Coish was not aware

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1 and therefore could not be an advocate or  
 2 advise a customer of a particular  
 3 circumstance like that, but it is an area  
 4 that certainly he and I have discussed, that  
 5 this is an important role for him.  
 6 MR. FLEMING:  
 7 Q. And I'm not, sorry, and I'm not talking  
 8 about him then going to the industrial  
 9 customer explaining--and explaining the  
 10 issue. I'm concerned about—and maybe I  
 11 misunderstood your answer, just the last  
 12 part of your answer. I'm concerned about  
 13 when the decision is being made in Hydro, do  
 14 Hydro's employees know we're sitting down  
 15 today to talk about an issue that affects an  
 16 industrial customer, and it's important that  
 17 we have Mr. Coish at the table because it  
 18 affects his customers?  
 19 MS. DALLEY:  
 20 A. Yeah, and I think I've tried to answer that.  
 21 So, I'll try it one more time. Undoubtedly,  
 22 as this role is still to some degree in its  
 23 infancy and we are pleased with the outcome  
 24 of it to date, there may be circumstances  
 25 where Mr. Coish has not been consulted or

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1 engaged at a time when that's been the case.  
 2 That has been communicated, I'll say the  
 3 business, that this Mr. Coish's role and  
 4 it's important. And he, himself, has worked  
 5 to forge relationships inside of the various  
 6 departments and teams to understand that if  
 7 something is happening. And when new staff  
 8 come onboard, and are doing work, continuing  
 9 to try and refresh that so people understand  
 10 that this is very much a customer-focused  
 11 role and they are to engage Mr. Coish. So,  
 12 there may have been circumstances where that  
 13 may not have been done, and that is just—  
 14 it's a—it's one of things that you end up  
 15 taking on as being, you know, relentless  
 16 when you're turning over staff and you're  
 17 bringing in new people that you're  
 18 continuing to communicate that. He has good  
 19 relationships certainly with the senior  
 20 management across the company and the  
 21 executive. So, at that level there's no  
 22 lack of support for Mr. Coish's role and  
 23 what he is to do as—again, and I will use  
 24 the word "advocate" for customers.  
 25 MR. FLEMING:

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1 Q. And has there been any written directions to  
 2 Hydro employees in this regard, that if  
 3 you're considering an issue that involves an  
 4 industrial customer, make sure Mr. Coish is  
 5 involved?  
 6 MS. DALLEY:  
 7 A. I'd have to go back and see whether Mr.  
 8 Coish has had—I mean, I know certainly when  
 9 we announced it, and I don't remember  
 10 specifically, I would have sent something to  
 11 the business when Mr. Coish's role—again, I  
 12 don't recall it specifically, but that would  
 13 be a normal due course that we would say,  
 14 "This is a new role. This is Mr. Coish's  
 15 role," and you know, "Please work with him  
 16 to do that." And then, you know, on a  
 17 periodic basis, I mean, I—you know, Mr.  
 18 Coish and, you know, who has some of that—  
 19 coordinates with Regulatory Affairs. He  
 20 coordinates with Communications around  
 21 outages. He coordinates very closely with  
 22 our operational staff and tero (phonetic)  
 23 Central, both managers, the levels of  
 24 managers there. And we spoke about the  
 25 industrial billing which he's close to

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1 anyway and from a customer service  
 2 perspective. So, he had a broad-based  
 3 interface with the business, but you know,  
 4 there may be circumstances where that's not  
 5 been the case. And I have to say, and I'd  
 6 say it here and I'd say it to our customers,  
 7 if they were unsatisfied and that was the  
 8 case, we will make that change.  
 9 MR. FLEMING:  
 10 Q. Okay. And I'd ask to get an undertaking if  
 11 it's not unduly onerous to find out if there  
 12 has been any written direction to Hydro  
 13 employees to include Mr. Coish in decisions  
 14 involving industrial customers.  
 15 (10:52 a.m. - UNDERTAKING)  
 16 MS. DALLEY:  
 17 A. I can certainly check and see, yeah.  
 18 MS. GLYNN:  
 19 Q. Noted on the record.  
 20 MR. FLEMING:  
 21 Q. Still in Exhibit 3. If we could go to page  
 22 6, the very bottom of page 6. There's a  
 23 serial list here of planned objectives for  
 24 2017. If we can go down to five, it says,  
 25 "Development of key account management

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1 process and performance indicators in 2017.”

2 Was that process completed?

3 MS. DALLEY:

4 A. Again, my recollection is that it was, but I

5 would see Mr. Coish’s review at a high

6 level, and I know that what was in his plan

7 generally, in my recollection, was achieved,

8 but it’s something I would have to check and

9 see. I think we discussed that earlier.

10 MR. FLEMING:

11 Q. Would that have been a written report? I

12 don’t think that’s something I’ve asked for

13 at this stage, a written report that came

14 out of this key account management process.

15 Maybe it is; maybe it’s the update to the

16 framework, but I—it seems to me that that’s

17 a different document that he would have been

18 working on in 2017.

19 MS. DALLEY:

20 A. I think it’s—whether it’s a document or

21 again it’s a list of processes and

22 performance indicators, I don’t have the

23 details of that, but I think you made the

24 request for the performance indicators. If

25 you’d like us to add processes to that, we

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1 certainly can.

2 MR. FLEMING:

3 Q. And to the extent it’s different, yes, I

4 would.

5 (10:53 a.m. - UNDERTAKING)

6 MS. DALLEY:

7 A. Yeah.

8 MS. GLYNN:

9 Q. That’s noted as well.

10 MR. FLEMING:

11 Q. And the last thing is Schedule 2 of Exhibit

12 3, page 4. You referenced this as well. We

13 don’t need to turn to it, but it talks about

14 developing a specific account plan for each

15 customer.

16 MS. DALLEY:

17 A. Yes.

18 MR. FLEMING:

19 Q. I think said that was something he’d been

20 working on, you reference there while you

21 were giving your evidence.

22 MS. DALLEY:

23 A. He does, yes.

24 MR. FLEMING:

25 Q. Do you know if those were completed?

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1 MS. DALLEY:

2 A. Yes, I did see an example of one and we had

3 some discussion about what should be

4 included, a profile of the customer, the key

5 account contacts, and then, a plan for

6 interfaces throughout the year and key, if I

7 could say, opportunities or areas that, you

8 know, Mr. Coish needs to stay abreast of.

9 So, you know, whether it’s any particular

10 outages or specifically assigned assets, we

11 talked about that. So, those sorts of—you

12 know, what are the--what’s the nature of the

13 interface here? And some history around the

14 contacts, and then, the future planned

15 contacts at high level. That’s my

16 recollection.

17 MR. FLEMING:

18 Q. So, you saw one. Do you know if he’s

19 completed them for all the customers?

20 MS. DALLEY:

21 A. Yes, that was his objective for the year.

22 MR. FLEMING:

23 Q. Okay. Do you know if they were shared with

24 customers?

25 MS. DALLEY:

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1 A. That’s a good question. I don’t know. I

2 would expect when he’s met with them, he’s—

3 it’s input into his own planning process

4 through the sort of key—the meetings that he

5 has with customers, around what he’s trying

6 to achieve. Again, I’m not in the meetings,

7 the key account meetings Mr. Coish is

8 having. So, I don’t know the nature of the

9 detail of his conversations. I know when

10 he’s met with customers and we had

11 conversations about specific issues and

12 again, I’ll go back to the feedback from

13 customers, that they appear to be, at this

14 point, satisfied with the service that

15 they’re getting from Mr. Coish.

16 MR. FLEMING:

17 Q. Thank you. I’d just like to turn quickly to

18 recapture energy, the data centre issue

19 that’s been discussed quite a bit. I

20 believe you said that there’s 13 megawatts

21 currently being used by data centres in

22 Labrador?

23 MS. DALLEY:

24 A. Yes.

25 MR. FLEMING:

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1 Q. How many data centres are there using that  
 2 13 megawatts?  
 3 MS. DALLEY:  
 4 A. I would have to check, Mr. Fleming.  
 5 MR. FLEMING:  
 6 Q. Okay.  
 7 MS. DALLEY:  
 8 A. You know, I'm aware of one--the two in  
 9 Labrador West and some in Labrador East, but  
 10 we have different accounts. We've got one  
 11 customer with multiple premises and multiple  
 12 accounts. So, it's—that's easily  
 13 accessible.  
 14 MR. FLEMING:  
 15 Q. Okay. It's not one or two though? For some  
 16 reason I thought it was a small number that  
 17 you -  
 18 MS. DALLEY:  
 19 A. Yeah, I don't think it's a big number  
 20 though.  
 21 MR. FLEMING:  
 22 Q. Okay.  
 23 MS. DALLEY:  
 24 A. To be fair, it's not a broad proliferation.  
 25 MR. FLEMING:

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1 Q. And you talked about if a new data centre  
 2 wants to come in, it's an 18 to 24-month  
 3 timeline before they're receiving power? Is  
 4 that the timeline you used?  
 5 MS. DALLEY:  
 6 A. I think it depends on the size. I think  
 7 that was like a comment Mr. Haynes may have  
 8 made and I probably did as well around the  
 9 perspective of, you know, depending on the  
 10 level of connection of that customer and  
 11 whether or not--for example, a customer that  
 12 we're having discussions with now in  
 13 Labrador West, would have to essentially  
 14 build their own station with quite big  
 15 significant transformation. My  
 16 understanding from our Engineering folks is  
 17 that can take up to, you know depending on  
 18 the level, 12 to 18 or 18 to 24 months.  
 19 This customer wishes to put in enough of  
 20 transformation to satisfy a 20-megawatt data  
 21 centre. So, it's certainly bigger equipment  
 22 and there—it takes time to do that, and  
 23 then, to get the engineering done, and then,  
 24 in Labrador you have, you know, a shot  
 25 construction season. So, a combination of

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1 things that I think would lead us to make  
 2 that statement.  
 3 MR. FLEMING:  
 4 Q. Do you know if any of the ones that are  
 5 currently in place now plan to expand, and  
 6 if they would, is it the same timeline for  
 7 an existing data centre to expand versus a  
 8 new one to start up?  
 9 MS. DALLEY:  
 10 A. I think that, excuse me—it depends on the  
 11 data centre. And again, by way of example,  
 12 I'll use a general customer in Labrador East  
 13 who started with—I'm going to—between five  
 14 and ten megawatts of service with us  
 15 probably 18 months ago. And they have  
 16 subsequently purchased various commercial  
 17 properties and converted them to small data  
 18 centres. So, that is something that is—it's  
 19 a small almost—I hesitate to say organic,  
 20 but it's, you know, it's a proliferation  
 21 that is not of the magnitude as we get from  
 22 some others who might, say, you know, "We  
 23 want five megawatts." And as I said  
 24 yesterday, you know, "Well, you can't five.  
 25 You can have three." You know, those sorts

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1 of things. So, it really does depend on the  
 2 level of service, the timeframe, but it's  
 3 fair to say that that kind of—you can almost  
 4 call it a creep, you know, as it goes out  
 5 there. You know, there's clearly an  
 6 economic value to these customers that they  
 7 see and they are pursuing it quite  
 8 aggressively. And you know, we are doing  
 9 some reviews now, looking at customer  
 10 accounts, to determine whether or not we can  
 11 see, for example, residential premises who  
 12 may be indeed operating small-load data  
 13 centres out of their residential premises  
 14 based on the load factors which are quite  
 15 high. So, there's a—we're very attuned to  
 16 this issue.  
 17 MR. FLEMING:  
 18 Q. And that was my question. Is there—has  
 19 there been any analysis done to see over the  
 20 next 12 months, while you might not get any  
 21 new big data centre starting up, could the  
 22 existing ones expand to a point where their  
 23 13 megawatts double or has there been any  
 24 analysis of what that number could get to in  
 25 the next 6 to 12 months?

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1 MS. DALLEY:  
 2 A. Yeah, it's a good question, and I don't have  
 3 it off the top of my head, but I would say  
 4 that it's also a good question for Mr.  
 5 LeBlanc from a transmission capacity  
 6 perspective because there are transmission  
 7 capacity constraints there as well. So, and  
 8 depending on where the data centres go, and  
 9 I think I've referenced that they, you know,  
 10 they appear to be quite flexible in the  
 11 sense of where they will go and when they  
 12 will go. So, you know, it's—I feel like I'm  
 13 going to use the word uncertainty again, but  
 14 there is a degree of uncertainty around  
 15 that, but within the constraints of the  
 16 system there would be a hard stop. You  
 17 know, when we take into account DACORA, you  
 18 know, a potential upstart of DACORA which we  
 19 understand generally is delayed, there  
 20 really—I don't have it off the top of my  
 21 head, but there's little capacity left in  
 22 Labrador West for significant data centre  
 23 growth without some sort of intervention.  
 24 MR. FLEMING:  
 25 Q. It's eleven o'clock I note, and I'm almost

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1 done. My friend has a couple of questions,  
 2 but maybe we could break now and –  
 3 CHAIR:  
 4 Q. Do you need a—you'll still need a few more  
 5 minutes, will you?  
 6 MR. FLEMING:  
 7 A. We'll need a few more minutes, but it won't  
 8 be long.  
 9 CHAIR:  
 10 Q. Okay. We'll break.  
 11 (OFF RECORD – 11:00 A.M.)  
 12 (RESUMED – 11:32 a.m.)  
 13 CHAIR:  
 14 Q. Ms. Glynn, I understand there's some  
 15 preliminary matters before we get started  
 16 again.  
 17 MS. GLYNN:  
 18 Q. Yes, we have just a couple of housekeeping  
 19 items. There was a report that Mr. Fleming  
 20 referenced, the Key Account Management  
 21 Report that was filed in compliance with  
 22 Board Order No. PU-49-2016. The Board has  
 23 located that, and we will enter that onto  
 24 the record as Consent No. 2. It has already  
 25 been circulated to the parties, and I

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1 understand that Mr. Browne would like to  
 2 speak to his undertaking which he has just  
 3 circulated paper copies to the parties.  
 4 BROWNE, Q.C.:  
 5 Q. Thank you. Very quickly, Commissioners,  
 6 yesterday we undertook to provide the court  
 7 cases in Quebec pertaining to inter alia the  
 8 Water Management Agreement and we're filing  
 9 the declaration Hydro Quebec was seeking.  
 10 We're filing the Superior Court's decision  
 11 of the Honourable Martin Castonguay. We're  
 12 filing the Appellant's brief to the Court of  
 13 Appeal, the Appellant being Churchill Falls  
 14 Labrador Corporation; and we're filing the  
 15 Respondent's brief to the Court of Appeal,  
 16 the Respondent being Hydro Quebec. Thank  
 17 you, very much. I should mention we sent  
 18 electronically these cases to everyone, with  
 19 the exception of the initial document, the  
 20 first request. I should say that was done  
 21 by an electronic translator, so there may be  
 22 some words there that will leaving you  
 23 scratching your head, but you'll get the  
 24 gist, thank you.  
 25 CHAIR:

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1 Q. Thank you. Is that all, Ms. Glynn?  
 2 MS. GLYNN:  
 3 Q. That's everything, we're back to Mr.  
 4 Fleming.  
 5 CHAIR:  
 6 Q. Thank you. Mr. Fleming?  
 7 MR. FLEMING:  
 8 Q. Just a couple of more questions. I  
 9 understand that Quebec has placed on the  
 10 same topic of data centres in Labrador and  
 11 the effect on recapture, the availability of  
 12 recapture, I understand that Quebec has  
 13 placed some restrictions on data centres.  
 14 Has that resulted in a dramatic increase in  
 15 the demand in Labrador for data centres?  
 16 MS. DALLEY:  
 17 A. I'm not sure if I give an opinion on that,  
 18 it would indeed be an opinion and would be  
 19 speculative.  
 20 MR. FLEMING:  
 21 Q. Fair enough.  
 22 MS. DALLEY:  
 23 A. So you know, I'll say anecdotally for  
 24 customers that are calling us, whether Mr.  
 25 Coish has had a conversation of that nature

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1 with a data centre, I think some of the  
 2 general reading that I've done has  
 3 demonstrated that data centres, because they  
 4 are flexible when they get struck down or  
 5 see restrictions in one area, have a  
 6 tendency to flow to another area.

7 MR. FLEMING:  
 8 Q. And my question, in fairness you wouldn't  
 9 have any way to know why they're coming, but  
 10 has there been a—did you notice an influx of  
 11 numbers after Quebec placed restrictions on  
 12 data centres?

13 MS. DALLEY:  
 14 A. I'd be speculating, so I don't know. I know  
 15 that there hasn't been any indication from  
 16 Mr. Coish that there was an uptick per se in  
 17 the last year, but certainly over the last  
 18 year he has indicated to me that his phone  
 19 is fairly steady.

20 MR. FLEMING:  
 21 Q. And I know it's a different regulatory  
 22 framework in Quebec that might have  
 23 something to do with why they can place  
 24 those restrictions and I'm not intimately  
 25 familiar with the restrictions themselves,

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1 but are there any changes contemplated here,  
 2 are you aware of, that could place  
 3 restrictions on data centers?

4 MS. DALLEY:  
 5 A. I'm not aware of any at this time, but I am,  
 6 it's fair to say that we're very aware that  
 7 this is an issue and that it has a number of  
 8 implications and I think concerns, and to be  
 9 fair, if I'm sitting across from a data  
 10 centre customer who wants service, they're  
 11 aware of that as well and so we have shared  
 12 with them the nature of the discussion  
 13 ongoing before the regulator and various  
 14 applications, we've shared that with them.  
 15 They are aware of that, so we are doing our  
 16 best to keep them abreast of what is  
 17 happening and at the same time, we are  
 18 examining what potential options may be  
 19 available, you know, be it curtailable  
 20 rates, et cetera, within our context and  
 21 then we've also shared this information with  
 22 our government compatriots from just a  
 23 broad-based policy perspective that this is  
 24 a matter of, you know, complication and  
 25 concern.

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1 MR. FLEMING:  
 2 Q. So it's fair to say it's still being  
 3 considered?

4 MS. DALLEY:  
 5 A. I think so, yes, and I will say that when we  
 6 proposed, because we brought up the idea  
 7 with some data centres, you know, is a  
 8 curtailable rate something you would be  
 9 interested in? And they have said,  
 10 absolutely, you know, we will follow your  
 11 load. So again, I can't speak to the nature  
 12 of their operations, but I have to admit  
 13 when we get answers like that that are so  
 14 forward-leaning, we find it almost  
 15 astounding, so the nature of their business  
 16 is such they appear to be as well flexible  
 17 in what they will do, at this point.

18 MR. FLEMING:  
 19 Q. I certainly can't speak to their business  
 20 either. Recognizing the uncertainty, is  
 21 there anyone testifying later in this  
 22 hearing that could provide evidence on the  
 23 potential load growth of data centres in the  
 24 next six to 12 months, so the expansion of  
 25 current data centres versus the new big ones

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1 that are trying to get on board.

2 MS. DALLEY:  
 3 A. I think in the context of, twofold,  
 4 respecting as you said the uncertainty, I  
 5 think we acknowledge that, but I think  
 6 knowing, you know, what we have currently in  
 7 service, applications that we have in the  
 8 queue and then whether or not we have some  
 9 sense of, you know, I don't know that we've  
 10 attached a timeline to those, but if we  
 11 have, there certainly wouldn't be any issue,  
 12 likely Mr. LeBlanc could speak to that and  
 13 we could ensure that he's informed of what  
 14 we have.

15 MR. FLEMING:  
 16 Q. Okay, Mr. LeBlanc, thank you very much. My  
 17 friend, Mr. Porter, has a few questions.

18 MS. DALLEY:  
 19 A. My pleasure, thank you.

20 MR. PORTER:  
 21 Q. Thank you, Ms. Dalley. Just a couple of  
 22 questions on a very discreet issue,  
 23 actually. At Section 5.3.1 of the GRA,  
 24 Hydro has proposed that the Corner Brook  
 25 Pulp & Paper Generation Credit Agreement,

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1 which was continued on a pilot basis, coming  
 2 out in 2013 GRA, be discontinued at the end  
 3 of this year, the agreement which has been  
 4 in the current form since 2012 is of  
 5 considerable importance to Corner Brook Pulp  
 6 & Paper.  
 7 MS. DALLEY:  
 8 A. Yes.  
 9 MR. PORTER:  
 10 Q. Are you generally aware of this proposal,  
 11 Ms. Dalley?  
 12 MS. DALLEY:  
 13 A. Generally, Mr. Porter.  
 14 MR. PORTER:  
 15 Q. Okay, so I don't intend to delve down into  
 16 the actual, you know, the agreement itself,  
 17 but do you have any clarity on when the  
 18 proposal was first communicated to Corner  
 19 Brook Pulp & Paper?  
 20 MS. DALLEY:  
 21 A. I don't.  
 22 MR. PORTER:  
 23 Q. Okay. Would you assume that it would have  
 24 been by Mr. Coish or do you have any  
 25 thoughts on that?

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1 MS. DALLEY:  
 2 A. If you are asking me to make an assumption,  
 3 that would be my assumption and probably my  
 4 desire.  
 5 MR. PORTER:  
 6 Q. Okay.  
 7 MS. DALLEY:  
 8 A. But I would say that on the specifics of  
 9 that, Ms. Williams would be a good person to  
 10 speak to it in detail.  
 11 MR. PORTER:  
 12 Q. Okay, great. I know in the Information 8,  
 13 which was filed today, which is the Account  
 14 Management Framework, one of the tenants  
 15 appears under Communication to be proactive  
 16 engagement?  
 17 MS. DALLEY:  
 18 A. That's correct.  
 19 MR. PORTER:  
 20 Q. Would it be fair to assume that in light of  
 21 this enhanced focus on proactive engagement  
 22 that this proposal would have been brought  
 23 to Corner Brook Pulp & Paper before the  
 24 filing of a GRA?  
 25 MS. DALLEY:

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1 A. Again, I can't speak to the detail of the  
 2 filing, but I think yes, on principle our  
 3 objective would be to advise customers of  
 4 any significant impacts, unless there was  
 5 some reason why would not be the case, and  
 6 I'm not close enough to this file to  
 7 understand it, which I apologize for.  
 8 MR. PORTER:  
 9 Q. Sure. No, I appreciate that. And a follow-  
 10 up question, I guess, the evidence from the  
 11 proposal seems to be premised that Hydro  
 12 will work with Corner Brook Pulp & Paper on  
 13 developing a new pilot agreement or pilot  
 14 project, I think is the word, to start in  
 15 2019 to replace the current agreement. Do  
 16 you have any insight as to whether those  
 17 discussions have been initiated or would  
 18 that again be through Mr. Coish?  
 19 MS. DALLEY:  
 20 A. Yeah, it would either be through Mr. Coish  
 21 or Ms. Williams would be aware of it,  
 22 whether that's being handled by, you know,  
 23 Mr. Coish has had some interface and it's  
 24 being handled by, on a commercial side, I'm  
 25 not aware of.

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1 MR. PORTER:  
 2 Q. Okay, thank you.  
 3 MS. DALLEY:  
 4 A. You're welcome.  
 5 CHAIR:  
 6 Q. Is that all the questions by the Industrial  
 7 Customers?  
 8 MR. FLEMING:  
 9 Q. Those are all our questions.  
 10 CHAIR:  
 11 Q. Thank you very much. I guess we're over to  
 12 Ms. Greene.  
 13 GREENE, Q.C.:  
 14 Q. Thank you, Madam Chair. Good morning, Ms.  
 15 Dalley.  
 16 MS. DALLEY:  
 17 A. Good morning, Ms. Greene.  
 18 GREENE, Q.C.:  
 19 Q. The first area I'd like to talk to you about  
 20 is the current organization.  
 21 MS. DALLEY:  
 22 A. Yes.  
 23 GREENE, Q.C.:  
 24 Q. And I think it would be helpful if we could  
 25 bring up Exhibit 2, Schedule 1, Page 28,



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1 please? This is the organizational chart  
 2 which shows your areas of responsibilities  
 3 and I believe you've already testified that  
 4 this chart isn't current because two  
 5 positions have been consolidated, the  
 6 manager of Customer Service and the manager  
 7 of Energy Efficiency, is that correct?  
 8 MS. DALLEY:  
 9 A. That's correct.  
 10 GREENE, Q.C.:  
 11 Q. I wanted to briefly go through each area for  
 12 which you are responsible. The first I'd  
 13 like to ask about is the manager of Human  
 14 Resources and Labour Relations reports to  
 15 you, so that for Hydro you are responsible  
 16 for those areas, is that correct?  
 17 MS. DALLEY:  
 18 A. Yes.  
 19 GREENE, Q.C.:  
 20 Q. And in terms of very briefly, a very  
 21 overview of the types of responsibilities  
 22 that are involved, from your perspective as  
 23 vice-president.  
 24 MS. DALLEY:  
 25 A. Sure, it's Human Resources, Labour Relations

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1 as well as Occupational Health & Wellness,  
 2 now as well is consolidated with that group,  
 3 so we're responsible for the general  
 4 functions of Human Resources, again, we've  
 5 talked about it from a compensation and some  
 6 policy perspective. We have, you know,  
 7 input into the broader-based policies, but  
 8 the policy development itself, if it's a  
 9 Nalcor wide policy it may indeed be done by  
 10 the Nalcor Group with our engagement,  
 11 involvement and signoff, and in some cases,  
 12 we may develop our own policies related to  
 13 business needs that we may have, as well as  
 14 performance management, labour relations,  
 15 recruitment, as well as handled by that  
 16 team. The Apprenticeship Program is handled  
 17 by that team, as well as training,  
 18 coordination, centralized coordination of  
 19 training done as well by the HR/LR Group and  
 20 again, we do get analytics from Nalcor as we  
 21 require them, but there may be additional  
 22 work that's done within the team to that  
 23 end. On the Occupational Health side, we  
 24 have responsibility for the Early and Safe  
 25 Return to Work program, any wellness

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1 programs that we might offer to employees,  
 2 as well as to the Attendance Management and  
 3 Support program is also overseen by that  
 4 group, so from a broad perspective if that  
 5 satisfies what you are looking for.  
 6 GREENE, Q.C.:  
 7 Q. And I understood from your evidence to date  
 8 that there would have been significant time  
 9 spent, since you assumed responsibility for  
 10 it in 2016, I believe you said, with respect  
 11 to those types of issues, is that correct?  
 12 MS. DALLEY:  
 13 A. Again, on a broad-base level, yes. One of  
 14 the pieces which is incumbent of having a  
 15 structure like this is to have very seasoned  
 16 and senior people in the roles, so the  
 17 manager of HR and LR, for example, has  
 18 probably 25, 30 years experience in this  
 19 field, so most issues are, you know, she is  
 20 very capable of handling and has a degree of  
 21 independence in handling those, but she will  
 22 raise any issues with me that are—and we  
 23 also work through naturally a planning  
 24 process as to what we are working to achieve  
 25 through the year and setting objectives

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1 together, and then on an ongoing monitoring  
 2 perspective her and I have, you know, happen  
 3 to sit close to each other, so we see each  
 4 other a fair bit, but, you know, we have  
 5 regular meetings where we track performance  
 6 as well.  
 7 (11:45 a.m.)  
 8 GREENE, Q.C.:  
 9 Q. I understood from your evidence that you  
 10 were very much personally involved with  
 11 respect to the creation of the new  
 12 organizational structure for Hydro, is that  
 13 correct?  
 14 MS. DALLEY:  
 15 A. Yes, I spent a great deal of time on that in  
 16 the summer of 2016.  
 17 GREENE, Q.C.:  
 18 Q. And that also there is another ongoing  
 19 review with respect to what you call  
 20 tweaking, I believe. So will you also be  
 21 directly involved with respect to the  
 22 proposed future review of the structure or  
 23 the ongoing review of the structure?  
 24 MS. DALLEY:  
 25 A. Well we're working through the terms of

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1 reference, so I expect to be involved.  
 2 GREENE, Q.C.:  
 3 Q. And also, I understood from your evidence  
 4 that you were very much personally involved  
 5 with respect to the gate-in process that was  
 6 established through Human Resources, is that  
 7 correct?  
 8 MS. DALLEY:  
 9 A. It was actually started without my  
 10 involvement. I wasn't there at that time,  
 11 but I am involved in the process, and  
 12 that's, you know, a two-three hour meeting  
 13 once a month.  
 14 GREENE, Q.C.:  
 15 Q. With respect to Labour Relations, we have on  
 16 the record in PUB-NLH-061 that both  
 17 collective agreements expired in March of  
 18 this year, 2018. I understood from your  
 19 response to Mr. O'Brien that you are not  
 20 involved in collective bargaining, is that  
 21 correct?  
 22 MS. DALLEY:  
 23 A. We are not at this time and it is our  
 24 intention at this time not to bargain until  
 25 next year.

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1 GREENE, Q.C.:  
 2 Q. So the status is that the current collective  
 3 agreements would carry on, is that correct?  
 4 MS. DALLEY:  
 5 A. It is.  
 6 GREENE, Q.C.:  
 7 Q. With respect to communications, again a very  
 8 broad overview of your involvement in that  
 9 and your responsibility.  
 10 MS. DALLEY:  
 11 A. Again, very similar and it would be the case  
 12 with all the teams. We meet on a regular  
 13 basis and review status on projects, any  
 14 issues that may be present, but there is a  
 15 workplan developed for the year and the  
 16 manager for that department delivers on that  
 17 workplan and then, you know, I would have,  
 18 like periodic, usually bi-weekly meetings  
 19 with the individuals to talk through any  
 20 assistance, any issues that they may have.  
 21 GREENE, Q.C.:  
 22 Q. With respect to environment, a similar very  
 23 brief update of what that would involve from  
 24 your perspective.  
 25 MS. DALLEY:

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1 A. It is very much the same and that in  
 2 particular is a very, I'll say a mature  
 3 piece of the business, we have a very  
 4 structured environmental management system  
 5 in place which we updated to a new standard  
 6 last year, which is, I'd say more efficient  
 7 for us in the context, but again, a very  
 8 mature manager in there with a great deal of  
 9 tenure who understands that system very well  
 10 and we do the same thing, so we work  
 11 together on the plan throughout the year and  
 12 then monitor that as we go forward.  
 13 GREENE, Q.C.:  
 14 Q. Safety and Health?  
 15 MS. DALLEY:  
 16 A. Again, same idea, in that particular  
 17 circumstance it's a very small team, it's a  
 18 manager and one work protection specialist.  
 19 We do have some embedded safety resources  
 20 out in the actual operations which work  
 21 directly out there and they have, one might  
 22 say a dotted line relationship into that  
 23 central, a manager that has proved to be an  
 24 effective way for us to manage safety, so  
 25 yes, that individual we would again take the

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1 same approach throughout the year.  
 2 GREENE, Q.C.:  
 3 Q. So it would be, you would be responsible for  
 4 the overall safety performance for  
 5 Newfoundland and Labrador Hydro with the  
 6 dotted line from the field or your staff  
 7 would provide the guidelines and the  
 8 policies, is that correct?  
 9 MS. DALLEY:  
 10 A. Yes. Absolutely, it's a central function  
 11 role.  
 12 GREENE, Q.C.:  
 13 Q. The two that you have combined, customer  
 14 service and energy efficiency, I'm not sure  
 15 of the title for the new area, but what does  
 16 that area do?  
 17 MS. DALLEY:  
 18 A. I'd say we're not terribly innovative, it  
 19 was the customer service and energy  
 20 efficiency manager. So that individual is  
 21 responsible for the energy efficiency team  
 22 and I spoke to it earlier, so I won't repeat  
 23 it, but the programs that are incumbent upon  
 24 that. Again, that's a very tenured and  
 25 mature group, we've had very little turnover

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1 and it's been in place now for eight or nine  
 2 years, so it's a reasonably well oiled and  
 3 functioning machine. And the customer  
 4 service role is our billing, our metering,  
 5 our call centre as well, and again, we have  
 6 a very tenured and a new manager in place  
 7 for us, but a tenured manager from the  
 8 utility industry.

9 GREENE, Q.C.:  
 10 Q. I also understood from your evidence  
 11 yesterday that Hydro has gone through quite  
 12 a lot of transition in the last number of  
 13 years, including from 2016 to now, is that  
 14 correct?

15 MS. DALLEY:  
 16 A. That's fair, yes.

17 GREENE, Q.C.:  
 18 Q. And I was just struck when you went through  
 19 your managers, they all seemed to be  
 20 seasoned and transitional—seasoned managers  
 21 as opposed to transitional ones, so you were  
 22 fortunate enough to get the old hands?

23 MS. DALLEY:  
 24 A. I'm going to take myself across, but yes, in  
 25 the sense they were either external recruits

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1 through a turnover that we were fortunate to  
 2 get with a great deal of functional  
 3 experience or in the case of, yes, some of  
 4 the divisions we made a very strong case for  
 5 people that had no experience and they had  
 6 been working on our projects all along even  
 7 if they were with Nalcor, so it made sense.

8 GREENE, Q.C.:  
 9 Q. And the last area that we haven't talked  
 10 about yet is regulatory affairs, and  
 11 obviously everyone in the room is aware that  
 12 there's been quite a heavy burden for  
 13 regulatory affairs since 2016 and will be  
 14 ongoing, is that correct?

15 MS. DALLEY:  
 16 A. That would be a fair assessment, yes.

17 GREENE, Q.C.:  
 18 Q. And you did have a little discussion with  
 19 Mr. O'Brien about this, the amount of time  
 20 that you spend and I wanted to come back to  
 21 that.

22 MS. DALLEY:  
 23 A. Yes.

24 GREENE, Q.C.:  
 25 Q. Having reviewed your areas of responsibility

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1 which are very broad and for all of Hydro,  
 2 can you provide an estimate of the amount of  
 3 time you spent in 2017, roughly in each of  
 4 the areas? I know you do not keep your time  
 5 in those terms is my understanding from your  
 6 answer to Mr. O'Brien.

7 MS. DALLEY:  
 8 A. Yes.

9 GREENE, Q.C.:  
 10 Q. But based on reflection, how much time,  
 11 approximately, did you spend in 2017 and  
 12 what do you expect to spend in 2018 on each  
 13 area?

14 MS. DALLEY:  
 15 A. These are times, Ms. Greene and the Board,  
 16 when I wish that I had timesheets to lend  
 17 because it's such a fluid situation and it  
 18 really does depend on the issues of the day  
 19 and the month in '17 would have been a very  
 20 busy regulatory calendar and a very busy  
 21 year and for the most part, I review all the  
 22 applications that are submitted, I input  
 23 into and sometimes direct from a policy  
 24 perspective. I do a lot of coordination on  
 25 regulator matters with the executive, as

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1 well as Mr. Fagan. We are fortunate, again,  
 2 to have a tenured manager in regulatory, but  
 3 it would be no surprise to anyone who is  
 4 close to this team to, I would say in the  
 5 past four years we've had a hundred percent  
 6 turnover in the team. So we have a new team  
 7 with a variety of experience, but not, you  
 8 know, a long-standing history, so we are  
 9 rebuilding a tenured team right now, so that  
 10 is taking a considerable amount of effort.  
 11 So I want to be helpful, Ms. Greene, by  
 12 giving you an estimate, but I fear that  
 13 there wouldn't be, you know, whether it's 50  
 14 or 60 or 70 percent, I couldn't tell you,  
 15 but it's certainly, it would be the most  
 16 significant area in '17 and I expect '18  
 17 will be the same as we, you know, we've been  
 18 in the process of this hearing, the various  
 19 applications associated with it and what  
 20 come out of that into the cost of service  
 21 process, so you know, the work would be  
 22 extensive.

23 GREENE, Q.C.:  
 24 Q. There's two issues arising from the current  
 25 structure that I wanted to pursue with you.

1 MS. DALLEY:  
 2 A. Sure.  
 3 GREENE, Q.C.:  
 4 Q. The first is Liberty made a recommendation  
 5 in December 2014 that there would be a  
 6 fulltime executive devoted to regulatory  
 7 matters. In terms of your responsibilities,  
 8 you're not able to provide an estimate of  
 9 the time you spend on each of those, but  
 10 from looking at the chart and hearing your  
 11 explanation of what's involved, it would  
 12 appear that you're spread very thin across a  
 13 number of areas and I wanted to know Hydro's  
 14 perspective with respect to whether this  
 15 current structure complies with Liberty's  
 16 recommendation?  
 17 MS. DALLEY:  
 18 A. I would say that the direction we took from  
 19 Liberty's assessment was to have an  
 20 executive director reporting level to an  
 21 executive which naturally the structure  
 22 facilitates. Whether or not, again we make  
 23 any subsequent changes, will depend on, as I  
 24 said in other discussions on structure, as  
 25 to whether or not we're making the progress

1 common policy development?  
 2 MS. DALLEY:  
 3 A. Sure. I would exclude communications from  
 4 that just because there's not a lot of  
 5 shared policies that have an impact on that.  
 6 The approach that we have discussed and are  
 7 in the process of working with Nalcor to  
 8 develop a framework around, is for the most  
 9 part, yes, a shared policy framework where  
 10 it makes sense to have a shared policy  
 11 framework and in the context of that where  
 12 it makes sense for Hydro to have a subset of  
 13 a particular policy or a particular policy  
 14 of its own, and I know I mentioned some of  
 15 these, but attendance management I  
 16 referenced as one, the probationary policy  
 17 was another one and currently right now, for  
 18 example, we're in the process of finalizing  
 19 a new fleet policy. So we would do the same  
 20 as Nalcor is doing to us, so we make them  
 21 aware of the policies, we circulate drafts  
 22 to them. If they want to incorporate that  
 23 as a corporate-wide policy and they feel it  
 24 makes sense for all the subsidiaries, but at  
 25 this point we've not encountered, and again,

1 that we need to make, that's probably a fair  
 2 assessment, so I think that we felt that we  
 3 had a structure in place that is a  
 4 significant step from what Liberty would  
 5 have experienced when they were here.  
 6 GREENE, Q.C.:  
 7 Q. Will this be part of the organizational  
 8 review that is going to be undertaken?  
 9 MS. DALLEY:  
 10 A. Yes, it will.  
 11 GREENE, Q.C.:  
 12 Q. The other issue that arises from the current  
 13 structure is the interface with Nalcor. You  
 14 talked already with Mr. O'Brien, I believe  
 15 it was, with respect to how there is common  
 16 policy development, and it appeared that it  
 17 was in a number of areas for which you are  
 18 responsible. Would it be fair to say that  
 19 there is a Nalcor coordinated approach for  
 20 human resources, communications,  
 21 environment, safety and health?  
 22 MS. DALLEY:  
 23 A. No.  
 24 GREENE, Q.C.:  
 25 Q. Well can you explain what you meant by

1 the framework is not nailed down yet, but to  
 2 this point we have not, you know, struck a  
 3 road block where we feel that there is  
 4 something that just doesn't make sense  
 5 inside of the Hydro context. As policies  
 6 come up to be reviewed, my expectation is we  
 7 would have significant input and that the  
 8 executive of Hydro, as well as the Hydro  
 9 board, would sign off on anything that had  
 10 an impact on Hydro.  
 11 GREENE, Q.C.:  
 12 Q. I understood from your evidence that it's  
 13 Nalcor who is taking the charge or leading  
 14 the charge on the development of common  
 15 policies, was that a fair conclusion?  
 16 MS. DALLEY:  
 17 A. Twofold because we've had some discussions  
 18 with them about, and it's early discussions,  
 19 Ms. Greene, so it's, you know, we've had  
 20 early discussions about having our own, you  
 21 know, policy committee essentially that  
 22 looks for the Hydro interest and then, you  
 23 know, that either accepts or reviews or  
 24 feeds into the Nalcor model, but we haven't  
 25 settled on that yet. But our intention is

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1 to ensure that Hydro’s interests are  
 2 represented and that the appropriate levels  
 3 of individuals are engaged, consulted and  
 4 sign off on any policies that have an impact  
 5 on Hydro.  
 6 GREENE, Q.C.:  
 7 Q. And Mr. O’Brien asked you this question and  
 8 I wanted to have a follow up, is with  
 9 respect to how you squared, he was saying –  
 10 MS. DALLEY:  
 11 A. Square the circle.  
 12 GREENE, Q.C.:  
 13 Q. He called it squaring the circle, how do you  
 14 reconcile Hydro being fully independent,  
 15 which is what is presented in your  
 16 application and your evidence with this,  
 17 it’s probably more, until we heard the  
 18 evidence, there is much more of an  
 19 interaction with Nalcor with respect to  
 20 compensation appears to be set by Nalcor, it  
 21 appears that there are common policies in  
 22 probably labour relations, safety and  
 23 health, environment and there may be other  
 24 matters that we have not gotten into. So  
 25 how, from the Board’s perspective, what has

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1 been the real change from the last time?  
 2 MS. DALLEY:  
 3 A. And again, I’ve tried to articulate this in  
 4 a way that is a subset of where we are  
 5 today, 18 months into—24 months and I guess  
 6 depending on where we’re counting, into the  
 7 changes that we’ve made, and the frameworks,  
 8 the written frameworks that will be put in  
 9 place will confirm what I’m saying is the  
 10 practice today, which is there are some  
 11 places where it makes sense in companies  
 12 where and the employee piece is a great  
 13 example of this, we share a common worksite  
 14 in St. John’s, for example, so when an  
 15 employee comes into that worksite and comes  
 16 to work and they may indeed be sitting on  
 17 the same floor if they’re an engineer and  
 18 they’re working on, you know, projects that  
 19 are of a utility nature, they just might not  
 20 be working with Hydro, they might be working  
 21 with Nalcor in power supply. And then  
 22 across the hall or down the way there is,  
 23 you know, another engineer with the same  
 24 level of qualifications that is working for  
 25 Hydro. It makes infinite sense for us to

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1 have a shared compensation policy for  
 2 situations like that so that we don’t create  
 3 inadvertent issues as a result of it of  
 4 either, again absorbing people or  
 5 recruiting, being able to take people  
 6 because of the different employment  
 7 experience, and we do share, you know, the  
 8 same pension benefits, employee family  
 9 assistance programs, so you know, and I  
 10 talked about that a little bit in the  
 11 context of the administration fee where  
 12 those services are services that on an  
 13 economies of scale we can benefit by having  
 14 those services provided through a common  
 15 service provider. We are doing that, but we  
 16 have input into the terms of reference, any  
 17 changes that are made, so we are very active  
 18 inside of that in representing Hydro’s  
 19 interests at the table.  
 20 (12:00 a.m.)  
 21 GREENE, Q.C.:  
 22 Q. And that is with respect to human resources,  
 23 compensation and associated benefits.  
 24 MS. DALLEY:  
 25 A. Yes.

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1 GREENE, Q.C.:  
 2 Q. But in terms of other areas, whether it is  
 3 environment, safety and health.  
 4 MS. DALLEY:  
 5 A. So safety would be another similar one where  
 6 we have a work protection code. You know,  
 7 we might indeed see situations where,  
 8 through succession, you know, an electrician  
 9 from Churchill Falls applies on a job with  
 10 Hydro, which has been the case, well before  
 11 my time, that would have been a situation  
 12 which may have happened, so it would have  
 13 happened. We have a work protection code  
 14 which is common and we don’t have to  
 15 reorient or retain someone, we have the same  
 16 code, so if an employee comes, there’s no  
 17 risks inherent because they’re trained in  
 18 the same policies, procedures as they would  
 19 have had previously. At some point down the  
 20 road if it made sense for us to disembark  
 21 from that for whatever reason we might find  
 22 at the time, indications to date have been  
 23 that’s not an issue. If we have a business  
 24 justifiable reason to make a change and  
 25 right to the CEO that has been communicated,

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1 we are able to make that change.

2 GREENE, Q.C.:

3 Q. So in those areas from a process

4 perspective, is it the policies are set by

5 Nalcor and it's up to Hydro to decide

6 whether they need to ask for an amendment or

7 an exception or a change?

8 MS. DALLEY:

9 A. To some degree, but I would characterize it

10 as more collaborative than that in the sense

11 that and it's collaborative until one's

12 interests aren't met, I should say that as

13 well. We haven't encountered that yet, but

14 we have had a fairly open discussion about

15 matters that have been brought forward and

16 bringing our interests to the table, but you

17 know, the process that we have discussed and

18 that in some cases we have been able to work

19 through, has been that, you know, we see

20 each other's workplans, we know what is

21 being contemplated through the year and the

22 Nalcor folks will advise us of that and we

23 will be engaged at the appropriate level.

24 Any policy changes, you know, I've certainly

25 seen them and reviewed them and we provided

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1 for the same back to Nalcor for anything

2 that we might do inside of the parent, you

3 know, that might have an impact on the

4 parent company or any of the other

5 subsidiaries.

6 GREENE, Q.C.:

7 Q. So I'd like now to go to the Regulatory

8 Affairs Department and here, if you go to

9 page 29 of this schedule, the next page, I

10 believe this has been revised and it's

11 Undertaking 16, is that available? So

12 perhaps if we go to Undertaking 16 which was

13 filed this morning? So this does reflect

14 the current structure, is that correct, Ms.

15 Dalley?

16 MS. DALLEY:

17 A. I'm sorry, I didn't hear you.

18 GREENE, Q.C.:

19 Q. The chart that is on the screen, Undertaking

20 No. 16, is that the current structure for

21 that department?

22 MS. DALLEY:

23 A. It is, yes.

24 GREENE, Q.C.:

25 Q. Okay. And I just wanted to talk briefly

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1 about how the department functions because,

2 of course, that's the department that has

3 the most interaction here with the Board and

4 it has been changed significantly since the

5 last hearing. From a policy perspective,

6 could you briefly explain what your role is

7 and how you interact with the manager?

8 MS. DALLEY:

9 A. Yes. And I'll quickly repeat what we talked

10 about earlier with the other teams because

11 it's very much the same with a manager of

12 regulatory. So, we have a plan which is put

13 forward for the coming year as to what we

14 understand is happening and the objectives

15 we want to achieve from the perspective of

16 the team and our interface with the Public

17 Utilities Board and the business. And then

18 Mr. Fagan and I meet regularly to discuss

19 that and have a detailed reporting mechanism

20 in place as well to stay current on that.

21 And from a policy perspective Mr. Fagan and

22 I will, our general principle is we will

23 have those discussions. We will, depending

24 on the matter, we may engage counsel in the

25 matter. We may engage other expertise in

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1 the matter. There are times when we've had

2 external discussions as a result depending

3 on the matter or we may discuss it with Mr.

4 Haynes and the executive. So, I

5 philosophically have a fairly collaborative

6 approach to these matters.

7 GREENE, Q.C.:

8 Q. With respect to what I will characterize as

9 strategy, have you received any direction

10 from the president or the board of directors

11 with respect to a rate strategy such as an

12 amount of a rate increase to apply for?

13 MS. DALLEY:

14 A. Not that I'm aware of, no.

15 GREENE, Q.C.:

16 Q. So, Mr. Haynes hasn't provided any direction

17 to you?

18 MS. DALLEY:

19 A. No, we've had discussions with Mr. Haynes,

20 naturally, about the applications that we're

21 bringing forward and the nature of them. We

22 would have had some discussion about it, but

23 I don't recall receiving direction to do A

24 or B.

25 GREENE, Q.C.:

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1 Q. And do you provide policy direction to the  
 2 rates department with respect to policies  
 3 such as the amount of an increase to include  
 4 in the interim rates application?  
 5 MS. DALLEY:  
 6 A. Yes, when the proposals are brought forward,  
 7 we have a very active discussion about how  
 8 to manage those from a policy perspective,  
 9 the order of magnitude, the nature of them.  
 10 GREENE, Q.C.:  
 11 Q. And when you just answered the question, you  
 12 said when proposals are brought forward, you  
 13 have the discussion, but before your staff  
 14 develop a proposal is there policy direction  
 15 given by you to overall rate strategy?  
 16 MS. DALLEY:  
 17 A. The discussions that we've had are to  
 18 manage, I think I talked to this a little  
 19 bit about this with Mr. Browne, this morning  
 20 in trying to manage and balance the  
 21 principles, the good sound principles of,  
 22 you know, rate setting. So, those are  
 23 discussions that I know, not discussions,  
 24 those are principles that are considered and  
 25 we do have those discussions when we go

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1 forward, but I've not directed them, Ms.  
 2 Greene, to do X, but if I see, express  
 3 clearly when there are concerns.  
 4 GREENE, Q.C.:  
 5 Q. So, from a policy perspective, again, as I  
 6 understood your answer, your staff would  
 7 bring forward a proposal, you would review  
 8 it and might ask for a change, but you rely  
 9 on your staff to come forward with, what I'm  
 10 calling strategy, how you approach this rate  
 11 how you would approach recovery of the  
 12 deferred supply cost; how you could approach  
 13 the rate increase and the interim rates  
 14 application.  
 15 MS. DALLEY:  
 16 A. I think that's a fair assessment. I haven't  
 17 directed them per se at a granular level on  
 18 what has come forward, but we've had  
 19 discussions, we may have made amendments, we  
 20 move forward with it.  
 21 GREENE, Q.C.:  
 22 Q. So, that's what I called the policy piece.  
 23 MS. DALLEY:  
 24 A. Yes.  
 25 GREENE, Q.C.:

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1 Q. And from a day-to-day perspective of what I  
 2 call the routine matters, filing a report in  
 3 response to a regulatory requirement, filing  
 4 RFI responses. Do you have any personal  
 5 involvement in that?  
 6 MS. DALLEY:  
 7 A. It would depend on the issue and the nature  
 8 of it. So, it's really dependent if it's a  
 9 routine matter. Some regular reporting  
 10 generally I do see and have input into  
 11 before they're sent-again whether it's a  
 12 request for information or daily supply  
 13 reports, you know, I would review. So,  
 14 there are matters that are delegated by the  
 15 nature of it to the individuals that, again,  
 16 are close to those matters and are bringing  
 17 them forward. But we do monitor, at this  
 18 point, a number of measures, so from a  
 19 performance perspective we certainly will  
 20 evaluate and make changes as is required.  
 21 We spent the last couple of years working on  
 22 what I consider to be a fairly significant  
 23 process improvements inside of the team.  
 24 It's a new team. So, we've had a focus on  
 25 again on training and orientation, ensuring

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1 that, you know, as fast as they can, they're  
 2 getting up to speed and getting engaged in  
 3 files, discussions around the succession and  
 4 the team development. Those are all very  
 5 active discussions, again, process  
 6 improvement, targets for compliance, regular  
 7 reporting around that and then any  
 8 structural considerations that need to be  
 9 made. So, from a broad based planning and  
 10 performance perspective, I would have fairly  
 11 active input.  
 12 GREENE, Q.C.:  
 13 Q. With respect to the performance measures you  
 14 just talked about, you have in place, can  
 15 you tell us what those performance measures  
 16 are?  
 17 A. Right now we've looked at and focussed on  
 18 fundamentally compliance, but we are moving  
 19 to and we've had some, I won't say concerns,  
 20 but it's been pretty transparent. We've had  
 21 discussions, very active discussions. I've  
 22 certainly had them with around the quality  
 23 of applications and the rigor around the  
 24 processes that we use. We've had some—I've  
 25 asked for engagements, for example, with our

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1 internal audit team to assist us with, you  
 2 know, process development process checks.  
 3 So, there are—we're migrating, I guess is  
 4 what I would say from compliance to a  
 5 broader quality framework.  
 6 GREENE, Q.C.:  
 7 Q. And when you say you metric around  
 8 compliance, can you explain that a little  
 9 bit more? Is that just meeting a deadline?  
 10 Do you have metrics, for example, for the  
 11 number of revisions required to a filing,  
 12 how often you have to correct something?  
 13 MS. DALLEY:  
 14 A. Yes, I think I just spoke to that, but I  
 15 certainly can illuminate that again. I  
 16 consider that to be under a quality metric.  
 17 So, that's a very active discussion right  
 18 now and I think we're in an evolution of,  
 19 first of all, focussed on meeting our—very  
 20 much focussed on meeting the deadlines which  
 21 are put before us to the Board and trying to  
 22 facilitate in, as much as we can, you know,  
 23 an efficiency of the regulatory process, but  
 24 as we've had, you know, growth in the team  
 25 and turnover in the team, and we continue to

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1 do training and development, we got to put  
 2 the checks and balances in place around  
 3 quality as well because that's counter  
 4 intuitive to efficiency. So, that's where  
 5 we are right now and that's a focus for us.  
 6 GREENE, Q.C.:  
 7 Q. So, that's a work in progress. It's not a  
 8 current metric, is that what –  
 9 MS. DALLEY:  
 10 A. That's what I would say, it's fair to say,  
 11 and when we actually made the change  
 12 recently and created a regulatory compliance  
 13 role, that role has a quality focus as well,  
 14 not just compliance.  
 15 GREENE, Q.C.:  
 16 Q. I'd like now to move to the area of your  
 17 budgets, your cost control and your areas.  
 18 MS. DALLEY:  
 19 A. Yes.  
 20 GREENE, Q.C.:  
 21 Q. When you spoke with Mr. O'Brien yesterday—  
 22 and we can bring up the transcript if you  
 23 like, you replied to a question that you had  
 24 given verbal instructions to your managers  
 25 in the preparation of their budgets, to keep

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1 their budgets flat. Do you recall that?  
 2 MS. DALLEY:  
 3 A. Yes, I did, to keep flat and anything  
 4 outside of that would have to be justified  
 5 but at the time of the budget preparation we  
 6 would have gone through the budget line item  
 7 by line item looking for justification and  
 8 rationalization.  
 9 GREENE, Q.C.:  
 10 Q. And I wonder here if we could go to NPO-76,  
 11 Attachment 1 please and this shows the  
 12 budget for you area for 2015 actual, 2016  
 13 actual, 2017 forecast and then the two test  
 14 years. And we also saw yesterday from  
 15 Information No. 1, page 40 that the actuals  
 16 for 2017 were approximately seventeen and a  
 17 half million versus your budget of 20.5.  
 18 And in looking at, when you look at the  
 19 growth in your area, it certainly doesn't  
 20 reflect keeping the budget flat to the  
 21 previous year nor does it reflect even just  
 22 cost of inflation. So, I wanted to give you  
 23 the opportunity to explain what happened  
 24 between your verbal instructions to the  
 25 staff and what ended up being the actual

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1 budget.  
 2 MS. DALLEY:  
 3 A. Absolutely, so some of the biggest drivers  
 4 that are in here and to be fair, the smaller  
 5 teams have—so if you look at energy  
 6 efficiency, communications and safety and  
 7 health, the portions of that budget are  
 8 generally the salaries of the individuals  
 9 that are there. So, there would be some  
 10 structural costs coming through in their  
 11 salaries. And then in the safety and  
 12 health, you'd see the administration fees  
 13 coming through on the other side as well  
 14 which we review at budget time and  
 15 scrutinize the costs appropriately. The  
 16 other two biggest drivers inside,  
 17 divisionally in the budget exists with  
 18 regulatory and—really three, and you can see  
 19 them there, regulatory, customer service and  
 20 human resources. The environment team has  
 21 high professional services budget which  
 22 flexes and bends from year to year. So, I  
 23 mentioned briefly about the environmental  
 24 requirement for 2667 which is in their air  
 25 dispersion modelling where—a situation where



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1 were we not successful in the modelling, and  
 2 one year we would have to incorporate that  
 3 modelling into the subsequent year. So,  
 4 there if flex inside of the professional  
 5 services budget which, I know we don't have  
 6 it broken down by functionally (phonetic)  
 7 here, but you can see the costs coming  
 8 through, most of the cost variances are in  
 9 those groups and we do zero based budgeting  
 10 inside of professional services to take them  
 11 down to nothing and build back up on an  
 12 annual basis what is required. Some of the  
 13 swings that you see in here too in  
 14 regulatory are related to, again, the  
 15 regulatory calendar and the associated costs  
 16 with them. So, you know, essentially we  
 17 built a budget from the ground up and tried  
 18 to absorb the structural increases and  
 19 offset them, additional costs that have come  
 20 in like the environmental compliance  
 21 monitoring and any additional regulatory and  
 22 consulting costs through that process.  
 23 (12:15 p.m.)  
 24 GREENE, Q.C.:  
 25 Q. So, when you, again it's difficult when you

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1 look at the bottom line to see that there  
 2 has been any—going back to Mr. O'Brien's  
 3 point with respect to the cost control,  
 4 whether it's keeping it flat which did not  
 5 happen or whether it is above inflation.  
 6 You're saying the general reason is  
 7 increase—change in the structure, more  
 8 professional services.  
 9 MS. DALLEY:  
 10 A. Yes, that's correct and the change in  
 11 between, I agree, is about 12 percent going  
 12 through. Again, there's some, not  
 13 necessarily anomalies, but there's some—the  
 14 actuals demonstrate that and we've have some  
 15 accruals which have caused the 2017 numbers  
 16 to be slightly understated. But yes, so the  
 17 direction was to say flat without  
 18 justification. And my point is, is that the  
 19 cost where you see the increases, those are  
 20 compliance related costs or professional  
 21 services relating predominantly through the  
 22 regulatory environment and the work that we  
 23 have ongoing this year around the General  
 24 Rate Application as well as the cost of  
 25 service hearing, which would cause a bump up

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1 in that year and then in 2019 we're filing  
 2 another rate application as well as a  
 3 marginal cost. So, the regulatory calendar  
 4 to some degree—I mean, certainly we feel  
 5 those are justifiable costs. So, the bulk  
 6 of the budget sits in professional services  
 7 and is justified. So, if we have the  
 8 ability to remove that, any other items  
 9 would have been removed.  
 10 GREENE, Q.C.:  
 11 Q. You also talked about the changes and  
 12 processes that have been implemented since  
 13 the last rate case to demonstrate the  
 14 increased focus on costs and efficiencies.  
 15 And I wanted to review some of the ones that  
 16 you had said were new processes.  
 17 MS. DALLEY:  
 18 A. Sure.  
 19 GREENE, Q.C.:  
 20 Q. And I also understood from your evidence and  
 21 again I can take you to the transcript if  
 22 you like, but that this was in part due to  
 23 your focus back on Hydro and also the  
 24 Board's concerns expressed in the last order  
 25 about the lack of evidence with respect to

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1 the focus on controlling costs and  
 2 efficiencies. Do you recall that?  
 3 MS. DALLEY:  
 4 A. Yes.  
 5 GREENE, Q.C.:  
 6 Q. Okay. One of the things that you did  
 7 testify to was the monthly review of the  
 8 budget for each, well each vice president  
 9 would have it and then each manager for  
 10 their areas of responsibility. Is that  
 11 correct?  
 12 MS. DALLEY:  
 13 A. Yes.  
 14 GREENE, Q.C.:  
 15 Q. And that you would receive a budget, a  
 16 comparison of your actuals to your budget  
 17 for the month and for the year, is that  
 18 correct?  
 19 MS. DALLEY:  
 20 A. That's correct.  
 21 GREENE, Q.C.:  
 22 Q. And I wanted to ask you as whether that had—  
 23 did that occur in the—you indicated this was  
 24 something new that was introduced in 2017, I  
 25 believe, is that correct?

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1 MS. DALLEY:  
 2 A. I might have the exact timing off, but that  
 3 would be my recollection, yes.  
 4 GREENE, Q.C.:  
 5 Q. So, is your evidence that before that in  
 6 2017 the Hydro vice presidents and managers,  
 7 the people who have responsibility for Hydro  
 8 did review their budgets on a monthly basis?  
 9 MS. DALLEY:  
 10 A. No, I can't speak to what happened before.  
 11 GREENE, Q.C.:  
 12 Q. In 2016 you had responsibility for  
 13 regulatory for Hydro. So, in 2016 did you  
 14 not receive a monthly budget?  
 15 MS. DALLEY:  
 16 A. I don't recall receiving monthly updates the  
 17 way they are constructed now and distributed  
 18 on a regular basis through finance.  
 19 GREENE, Q.C.:  
 20 Q. Okay. So, in your time at Hydro, had you—  
 21 was this the first time that you started  
 22 receiving monthly budgets?  
 23 MS. DALLEY:  
 24 A. We would have had periodic reviews and there  
 25 was a shift that took place and again, I

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1 couldn't tell you the exact time of it.  
 2 There was a shift when as a support  
 3 department we would have had an assigned  
 4 finance resource to review costs on a, you  
 5 know, regular basis driven by the managers.  
 6 So, I would have reviewed costs regularly,  
 7 gotten reports from that individual that I  
 8 needed to review, be it as a manager or as a  
 9 vice president with responsibility inside of  
 10 Hydro, but it's—I consider it to be  
 11 different than the focus that there is  
 12 today, two-fold. One because of the  
 13 structured nature of the reporting that we  
 14 get and as well, the monthly meeting which  
 15 takes place with the executive of Hydro.  
 16 The executive itself meets more routinely  
 17 than that but there is a specific meeting  
 18 where we discuss cost management, cost  
 19 control and the budget on a monthly basis as  
 20 well.  
 21 GREENE, Q.C.:  
 22 Q. So, would it be fair to say then from your  
 23 perspective, the difference is that you have  
 24 a different focus because it's now focussed  
 25 on Hydro and you're looking at the costs,

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1 but the actual receipt of the monthly  
 2 budget, that part is not new.  
 3 MS. DALLEY:  
 4 A. Yes. Again, it's likely driven by the focus  
 5 and the efforts that we are making around  
 6 cost management and cost control and the  
 7 discussions collectively that we are having  
 8 to impart change, culturally and at the end  
 9 of the day, a change to the outcomes.  
 10 GREENE, Q.C.:  
 11 Q. Another new process that you referred to is  
 12 the gate-in process with respect to  
 13 controlling how positions are filled. And I  
 14 wonder here if we can go to PUB-NLH-063,  
 15 please? And this is the actual vacancies  
 16 for 2015 to 2016 and then forecast for 2017,  
 17 and we don't have the actual yet for 2017,  
 18 but we know that as of September of 2017, it  
 19 was at 46?  
 20 MS. DALLEY:  
 21 A. No, we have the actuals and I believe they  
 22 would have been filed in one of the  
 23 schedules.  
 24 MR. O'BRIEN:  
 25 Q. Information 1, page 8.

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1 MS. DALLEY:  
 2 A. Thank you, yeah.  
 3 GREENE, Q.C.:  
 4 Q. And how much – can we go to it then, please?  
 5 MR. O'BRIEN:  
 6 Q. I think it's page 8.  
 7 MS. DALLEY:  
 8 A. It's Table 3-1. Well, that's the net FTE,  
 9 but that's -  
 10 GREENE, Q.C.:  
 11 Q. Oh yeah, no, that's – no, I was trying to  
 12 get an apples to apples comparison.  
 13 MS. DALLEY:  
 14 A. For the vacancies, that's right.  
 15 GREENE, Q.C.:  
 16 Q. And I had asked that as an undertaking to be  
 17 filed actually.  
 18 MS. DALLEY:  
 19 A. It was 60.  
 20 GREENE, Q.C.:  
 21 Q. It was 60?  
 22 MS. DALLEY:  
 23 A. Yeah.  
 24 GREENE, Q.C.:  
 25 Q. Okay. So, with respect to – and you have

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1 now agreed that it will be 55 in the test  
 2 years?  
 3 MS. DALLEY:  
 4 A. That's correct.  
 5 GREENE, Q.C.:  
 6 Q. And I was looking for the effect of the  
 7 gate-in process.  
 8 MS. DALLEY:  
 9 A. Yes.  
 10 GREENE, Q.C.:  
 11 Q. And it's not obvious by looking at the  
 12 numbers that the introduction of the gate-in  
 13 process has actually resulted in an – which  
 14 it should – an increase in vacancies.  
 15 Because if you look through 40, 71, and it's  
 16 60 from last year apparently.  
 17 MS. DALLEY:  
 18 A. I think our position would be is that the 40  
 19 that was included in the original budget is  
 20 not high enough to reflect the current  
 21 management process that we have around  
 22 vacancies and the level of rigour, which is  
 23 why we – to be fair, were very quick to put  
 24 that back in because we feel that the  
 25 process that we have now facilitates us

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1 managing at that level and there is a great  
 2 deal of – there's a lot of inputs that go  
 3 into managing the budget. I think we –  
 4 certainly the labour, on the FTE side, which  
 5 I think we all understand, having read the  
 6 evidence from the last rate application, as  
 7 well as what we put forward. So, there has  
 8 been, through this transition period, a  
 9 great deal of impacts. For example, I  
 10 mentioned I think yesterday the intercompany  
 11 in and out and the additional work that is  
 12 being done, which ends up pulling on the net  
 13 FTE complement. So, there is a balancing  
 14 that has to happen within the workforce that  
 15 we have to try and – again, I think our  
 16 objective is to tighten it as much as we can  
 17 without impacting the mandate that we have,  
 18 ensuring that we have the right resources in  
 19 the right area, and then complementing that,  
 20 depending on the work that is present in  
 21 that year with be it temporary resources or  
 22 contract labour resources, as required. So,  
 23 it's a very fluid process, but the – and I  
 24 believe it's the start of the process is  
 25 that gate-in process where, you know, when

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1 new positions are being proposed or  
 2 retirements are available, it gives us the  
 3 ability to look at that at a broader base  
 4 corporate level and determine whether that  
 5 role is really required or there are  
 6 efficiencies to be had.  
 7 GREENE, Q.C.:  
 8 Q. And at the time of the preparation of the  
 9 2018 and 2019 test year or any of the  
 10 revisions to date, you had not built that  
 11 into the vacancy factor?  
 12 MS. DALLEY:  
 13 A. I think the process – and to be  
 14 straightforward, I think the process had  
 15 been in place, but I don't think there was –  
 16 certainly, I can speak for myself. I didn't  
 17 have a broad-based appreciation for the  
 18 impact that that process would have on the  
 19 vacancy output and the level of control  
 20 around it. So, as we've become very  
 21 familiar with the process and we've, you  
 22 know, continue to examine it, look at other  
 23 inputs that we may need from a broad-based  
 24 perspective to manage – effectively manage  
 25 the resources that, you know, we've put

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1 forward on a test year basis and ensure that  
 2 we're delivering to customers what we've  
 3 incorporated into the rate case. I think  
 4 this is a process that is netting us some  
 5 benefits now and I think it will continue to  
 6 net benefits for customers.  
 7 GREENE, Q.C.:  
 8 Q. You feel comfortable that 55 is the correct  
 9 number to be used for the test year?  
 10 MS. DALLEY:  
 11 A. I think it is an aggressive – aggressive  
 12 might not be the right word, I think that's  
 13 – but I think it's a target that with some  
 14 of the pressures that we see in the  
 15 business, and I've spoken with some of them,  
 16 the incorporation of new roles, we've also  
 17 agreed to stay flat, which means we need to  
 18 find those roles. So, it comes with its  
 19 challenge, but we certainly feel comfortable  
 20 that the process that we have in place can  
 21 get us there. And we've seen it over the  
 22 last number of years, which I think is the  
 23 point you're making. So, you know, and  
 24 we'll monitor it closely and you know, again  
 25 ensure that we have the right balance of

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1 resources that we need and tighten as we go  
 2 forward and that process is facilitating us  
 3 doing that.  
 4 GREENE, Q.C.:  
 5 Q. And if it was 60 at the end of 2017, is  
 6 there any reason to believe it wouldn't be  
 7 that for 2018?  
 8 MS. DALLEY:  
 9 A. In the first quarter of this year, we  
 10 removed the equivalent of 13, almost 14  
 11 FTEs, and again replaced them with other  
 12 positions. So, there is pressure inside of  
 13 that 60 as a result of some of the  
 14 incorporation of additional roles that we've  
 15 decided to take on. So, that has an impact  
 16 of putting additional pressure on the  
 17 vacancy allowance.  
 18 GREENE, Q.C.:  
 19 Q. Coming back to the new processes put in  
 20 place by Hydro to be able to demonstrate  
 21 cost control and efficiencies, the other one  
 22 that has been referred to by yourself and  
 23 Mr. Haynes is the productivity team.  
 24 MS. DALLEY:  
 25 A. Yes.

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1 GREENE, Q.C.:  
 2 Q. Which is a fairly new, just established in  
 3 2018, and is it fair to say that there's  
 4 nothing built into the 2018 test year and  
 5 2019 test year, other than the productivity  
 6 allowance of one million dollars to reflect  
 7 savings that may come from this dedicated  
 8 team?  
 9 MS. DALLEY:  
 10 A. I would characterize that as partially  
 11 correct. I think the focus of some of the  
 12 initiatives that we've identified for that  
 13 team that was the driver behind the 1.1  
 14 million productivity, the team is not  
 15 particularly focused on, for example, the  
 16 organizational changes that we may be able  
 17 to undertake. That's not under their  
 18 purview. That's not to restrict them from  
 19 making, as we go forward, suggestions to  
 20 that and/or take anything that they might  
 21 gather from their work. But, the other  
 22 piece which I would say is – they are also  
 23 assisting and playing a role, for example,  
 24 on overtime and again, the Operations panel  
 25 can speak to the details around the

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1 overtime, but our overtime and our actuals  
 2 this year are above what is in the test  
 3 year. So, the test year is an aggressive  
 4 target for overtime as well. So, whether  
 5 it's this team of the company, there are  
 6 pressures on the cost that we've – upward  
 7 pressures on the cost that we've put in and  
 8 it is our responsibility to manage to those  
 9 costs.  
 10 (12:30 p.m.)  
 11 GREENE, Q.C.:  
 12 Q. In terms of the new processes, were there  
 13 any others that you would like to talk to us  
 14 about at this time? Because this is – in  
 15 terms of the Board looking at it -  
 16 MS. DALLEY:  
 17 A. I know. I understand.  
 18 GREENE, Q.C.:  
 19 Q. - we see new evidence since the last GRA to  
 20 demonstrate that there are processes that  
 21 have been put in place to control costs and  
 22 demonstrate efficiencies. These are the  
 23 ones that I have noted from the Application,  
 24 Mr. Haynes' evidence and your evidence to  
 25 date.

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1 MS. DALLEY:  
 2 A. And I'm just – bear with me for one second  
 3 because I want to refresh my memory. The  
 4 only one that I would add to that, and I  
 5 actually think I referenced this, which is  
 6 why I was sort of struggling with it a bit,  
 7 but I may have talked about the additional –  
 8 well, the overtime reporting that happens as  
 9 well. So, the overtime reporting now is  
 10 done at a granular level. It's an  
 11 individual level inside the department. So,  
 12 on a monthly basis, I have a discussion with  
 13 my team. We have put a process in place  
 14 around managing overtime in the sense of  
 15 just approvals at this point, also reviewing  
 16 the overtime policies at a higher level to  
 17 see – same thing with the collective  
 18 agreement, whether there are any, you know,  
 19 matters we need to bring forward inside of  
 20 that process. But the overtime reporting  
 21 also facilitates a greater emphasis on the  
 22 management of that particular area by both  
 23 individual, by department, by division and  
 24 by type. So, we are able to scrutinize that  
 25 at a level that again, Ms. Greene, that's a

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1 structure that may have been in place from  
 2 the perspective of being able – certainly  
 3 the data was likely there to access, but  
 4 packages and routinely distributed with the  
 5 requisite scrutiny. And again, I know the  
 6 other executives can speak to this, but I  
 7 know from my own experience that, you know,  
 8 sending a note to managers to ask, you know,  
 9 “something seems off this month with  
 10 overtime. What’s driving it?” is fairly  
 11 routine if it’s there, and I know that  
 12 happens within the Operations group and  
 13 while it may appear that reporting – the  
 14 reporting and the data drive the actions and  
 15 they have to be there to drive the outcomes.  
 16 So, again, the systems are systems. The  
 17 data sits inside of it, but taking that out  
 18 and having meaningful insights that you can  
 19 take forward to push into action is critical  
 20 to good sound management and I think that’s  
 21 what we’ve started to put in place.  
 22 GREENE, Q.C.:  
 23 Q. The last area that I wanted to ask you  
 24 questions about is with respect to the Off-  
 25 Island Purchases Deferral account.

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1 MS. DALLEY:  
 2 A. Yes.  
 3 GREENE, Q.C.:  
 4 Q. Which is Hydro’s proposal -  
 5 MS. DALLEY:  
 6 A. Yes.  
 7 GREENE, Q.C.:  
 8 Q. - as I understand it, as an option to help  
 9 smooth rates in advance of Muskrat Falls.  
 10 Is that correct?  
 11 MS. DALLEY:  
 12 A. That’s correct.  
 13 GREENE, Q.C.:  
 14 Q. Okay. And I just wanted to get clarity  
 15 about some of your evidence yesterday with  
 16 respect to that account. We understood from  
 17 Mr. Haynes when he testified that that  
 18 account came forward from the Regulatory  
 19 Department. Is that correct?  
 20 MS. DALLEY:  
 21 A. Yes, and I think when I testified yesterday,  
 22 I wasn’t quite sure, in the milk from the  
 23 tea, where it came from, but I had a good  
 24 discussion about that with some good  
 25 reminders. But yes, that did.

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1 GREENE, Q.C.:  
 2 Q. If we could go to the transcript of  
 3 yesterday, starting at page 196? And this  
 4 was in response to questions from Mr. Browne  
 5 and it was in the context of why certain  
 6 parties had not been included in discussion  
 7 of rate mitigation options. So, it starts  
 8 on 196, but in your response – I just wanted  
 9 you to see the question to put it in context  
 10 for you. If you go to page 197, and you  
 11 talk about, in your response there, lines 12  
 12 to 16, “right now, we’re being driven  
 13 primarily through the Government committee,  
 14 and you know, I believe at that point  
 15 certainly we’ve talked to our contacts about  
 16 the importance of Newfoundland Power.” So,  
 17 here you’re talking about being driven by  
 18 the Government with respect to rate  
 19 mitigation.  
 20 And then we could go to lines 22.  
 21 “Ultimately discussions at that level, at  
 22 that rate mitigation, are the decisions of  
 23 Government.” And I wanted to ask you what  
 24 was Government’s involvement with respect to  
 25 the proposal for the Off-Island Purchases

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1 Deferral account?  
 2 MS. DALLEY:  
 3 A. They were made aware of the application and  
 4 again, whether I’m too generous in how I’m  
 5 describing that one way or the other, but we  
 6 would have – we have routine and regular  
 7 discussions on lots of matter within the  
 8 company with our colleagues generally  
 9 through the Department of National – or  
 10 National – Natural Resources, and so, we  
 11 would have kept them abreast of – again,  
 12 they were aware of the issue. They  
 13 understood that we were filing a rate  
 14 application and we would have made them  
 15 aware that this was an option that we were  
 16 bringing forward. They didn’t – and I don’t  
 17 want to infer that they directed us to do  
 18 it, because they did not. They were made  
 19 aware that we were doing that. I don’t  
 20 recall a particular discussion of them  
 21 asking for any change. We provided the  
 22 information to them. We may indeed, I don’t  
 23 recall specifically, but we may have met  
 24 with them and then reviewed the proposal.  
 25 But they – that was the nature of the

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1 exchange.

2 GREENE, Q.C.:

3 Q. So then, it was Hydro's proposal. It was

4 originated with Hydro is my understanding.

5 MS. DALLEY:

6 A. That's correct.

7 GREENE, Q.C.:

8 Q. Okay. And it also originated with your

9 department, the Regulatory -

10 MS. DALLEY:

11 A. Team, yes.

12 GREENE, Q.C.:

13 Q. Okay. Would I be correct in assuming that

14 you yourself were not personally involved in

15 the development of the account, if you

16 couldn't recall who developed it?

17 MS. DALLEY:

18 A. I think that's fair. I just couldn't recall

19 the genesis. I think it wasn't about who

20 developed it. It was the genesis of it.

21 And you know, and I think I mentioned that

22 before, what timing we had, where we

23 discussed other options and I've referenced

24 that a little bit around the Manitoba

25 proposal. You know, we had some discussion

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1 about the concept of a rate rider as well.

2 So, but again, there were parties in the

3 room, you know, through those discussions.

4 So, I don't recall it, but I expect - I

5 guess I wasn't clear in articulating that,

6 but it would have come from the Regulatory

7 team.

8 GREENE, Q.C.:

9 Q. Okay. When the Regulatory team developed

10 the concept of this account, did they at any

11 point talk to - we know that they didn't

12 talk to Newfoundland Power, to Industrial

13 Customers. Did they do a survey of

14 customers to determine whether they would

15 like to pay in advance to start saving for

16 Muskrat Falls?

17 MS. DALLEY:

18 A. No, we did not.

19 GREENE, Q.C.:

20 Q. In developing the proposal and coming

21 forward with it, it has been put forward as

22 a rate smoothing mechanism. Is that

23 correct?

24 MS. DALLEY:

25 A. I think that's - again, people have used the

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1 term "rate mitigation" but I would suggest

2 it's more rate smoothing. It's an ease in

3 to the rate. It's not - the nature of this

4 account wouldn't be such that you could

5 mitigate rates over a long period of time.

6 GREENE, Q.C.:

7 Q. And now Mr. Browne did ask this question,

8 which was one of the ones I was going to

9 ask, which were the other options that Hydro

10 had considered? Because when RFIs were

11 asked with respect to other options,

12 unfortunately there was not a - and I can

13 take you through one if you want. The only

14 other thing was the amendment to the current

15 energy supply variance account that was put

16 forward as an option considered. So, my

17 question would be: what level of review was

18 done by Hydro to review other alternatives

19 or options to put before the Board?

20 MS. DALLEY:

21 A. I think, you know, contribute to that

22 twofold. I think when I consider review of

23 options in that nature, I would expect, you

24 know, that to be done at a certain level.

25 We were aware and would have looked at what

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1 kind of alternatives were out there, like

2 the Manitoba option, for example, of a ride.

3 And I recollect our assessment at the time

4 was that that may indeed be problematic from

5 the Order in Council perspective and I can

6 appreciate that there is some question as to

7 that inside of the deferral account at this

8 point, but our assessment is that that is

9 not a barrier. Amending some of the current

10 and existing deferral accounts, like the

11 Energy Supply account, I think there was

12 some question yesterday as to whether or not

13 we had considered - or the day before, about

14 amending the RSP. So, you know, the

15 assessment at the time and those discussions

16 was the deferral account is the best option

17 to move forward with for a number of

18 reasons, and just mentioned the rider one,

19 but same thing around the mechanisms. We

20 felt that there was - you know, Energy

21 Supply account, for example, doesn't give

22 the transparency that we felt was necessary

23 around having this account separate,

24 collecting those costs, the ability to see

25 the offsetting O&M cost inside of that and

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1 then separate reporting to that end. So,  
 2 that would have been some of the  
 3 considerations.  
 4 GREENE, Q.C.:  
 5 Q. In response to a question from Mr. O'Brien  
 6 as to what the alternative is if the  
 7 deferral account scenario is not approved by  
 8 the Board, you responded that the  
 9 alternative would be the expected supply. Do  
 10 you recall that yesterday?  
 11 MS. DALLEY:  
 12 A. I don't, but -  
 13 GREENE, Q.C.:  
 14 Q. I can take you to it if -  
 15 MS. DALLEY:  
 16 A. You don't need to.  
 17 GREENE, Q.C.:  
 18 Q. Okay.  
 19 MS. DALLEY:  
 20 A. I trust you.  
 21 GREENE, Q.C.:  
 22 Q. And in terms of that, if the Board does not  
 23 approve the current proposal for the  
 24 deferral account scenario, but approves the  
 25 expected supply scenario, what would Hydro's

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1 intentions be with respect to any rate  
 2 smoothing or rate mitigation initiatives?  
 3 There's nothing right now proposed in  
 4 conjunction with the expected supply  
 5 scenario.  
 6 MS. DALLEY:  
 7 A. That's correct, and I'm hesitating because I  
 8 think it's a better discussion to have with  
 9 Mr. Fagan around the mechanics that are  
 10 involved in that, but we have had some  
 11 discussion about the requirement still for a  
 12 deferral account, but that's more with  
 13 respect to the cost situation than it is the  
 14 deferral account scenario. So, from the  
 15 perspective of the deferral account that  
 16 we've proposed in the sense of the ultimate  
 17 outcome of that, to provide some relief from  
 18 a rate smoothing perspective for customers  
 19 inside the expected supply scenario, there  
 20 wouldn't - we'd be passing that savings on  
 21 to customers today.  
 22 GREENE, Q.C.:  
 23 Q. But from a policy perspective. My question  
 24 is would Hydro intend to come back to ask  
 25 for some other mechanism to do rate

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1 smoothing or rate mitigation?  
 2 MS. DALLEY:  
 3 A. We haven't made - we haven't had that  
 4 discussion at a policy level because we put  
 5 forward the deferral account and that is  
 6 what we're taking forward. But if -  
 7 naturally if that weren't approved, we would  
 8 have to have that discussion.  
 9 GREENE, Q.C.:  
 10 Q. And do you believe there's enough evidence  
 11 on the record now to assist the Board in  
 12 developing that in their review of this  
 13 proceeding?  
 14 MS. DALLEY:  
 15 A. Yes, that is our position.  
 16 GREENE, Q.C.:  
 17 Q. Is there any particular other option that  
 18 you would direct the Board's attention to or  
 19 that you, Hydro, would propose is more  
 20 attractive than another?  
 21 MS. DALLEY:  
 22 A. I don't know about more attractive than  
 23 another, but I think in an RFI response in  
 24 particular, we did say that, you know, Hydro  
 25 is very open to the discussion and there's

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1 been lots of discussion about the ability to  
 2 need a rider. So, you know, I would suggest  
 3 that that is another option as well.  
 4 GREENE, Q.C.:  
 5 Q. In terms of where we go from here -  
 6 MS. DALLEY:  
 7 A. Yes.  
 8 GREENE, Q.C.:  
 9 Q. - for the future, can you briefly outline  
 10 for the Board how Hydro sees the time table  
 11 for the next three to four years and what  
 12 would be involved from Hydro's perspective  
 13 in managing the rate strategy to get us up  
 14 to and in the first phase of Muskrat Falls?  
 15 MS. DALLEY:  
 16 A. Well, again, we're in the process of this  
 17 application. We have the cost of service  
 18 application to follow. I have mentioned it  
 19 briefly this morning. Our intention is to  
 20 file a GRA in 2019 as well, as we'll have  
 21 some work done and submissions to the Board  
 22 on marginal cost at that time. And then we  
 23 would be expecting to come back at the time  
 24 when we have some certainty around Muskrat  
 25 Falls and those costs and flow through as

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1 well.

2 GREENE, Q.C.:

3 Q. Do you have any anticipated time table for

4 the review of the cost of service

5 methodology hearing?

6 MS. DALLEY:

7 A. I don't off the top of my head, Ms. Greene,

8 but I would suspect that that's a discussion

9 that we would have with the Board. I

10 believe our intention is still to file in

11 September.

12 GREENE, Q.C.:

13 Q. And with respect to your target schedule,

14 what would be the date you anticipate filing

15 the next rate case, after the cost of

16 service hearing?

17 MS. DALLEY:

18 A. And again, off the -- specifically, I'm not

19 sure, but I would expect it would be late

20 first quarter, early second quarter next

21 year. Again, there's a lot of -- I won't say

22 there's an uncertainty around that. That

23 would certainly be a target. But we

24 understand that this hearing is -- somewhat

25 depend on getting the Order and finalizing

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1 this hearing as well.

2 GREENE, Q.C.:

3 Q. Okay, thank you, Ms. Dalley. That's all of

4 my questions.

5 MS. DALLEY:

6 A. You're welcome.

7 CHAIR:

8 Q. Thank you, Ms. Greene. Back to Mr.

9 Templeton for redirect.

10 (12:45 p.m.)

11 MR. TEMPLETON:

12 Q. No, Madam Chair, we don't have any further

13 re-examination.

14 CHAIR:

15 Q. Okay. Thank you very much. Go to panel

16 questions. Do you have any questions, Mr.

17 Oxford?

18 COMMISSIONER OXFORD:

19 Q. No.

20 COMMISSIONER NEWMAN:

21 Q. No questions.

22 CHAIR:

23 Q. And I have no questions as well, so thank

24 you, Ms. Dalley.

25 MS. DALLEY:

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1 A. Thank you, Madam Chair.

2 CHAIR:

3 Q. I guess that leaves us now to the conclusion

4 of this scheduled part of our hearing. I'm

5 not sure where we're standing with respect

6 to the next schedule. I think she'll

7 attempt to be in contact with the parties,

8 Ms. Glynn?

9 MS. GLYNN:

10 Q. There's still ongoing discussion about the

11 summer schedule.

12 CHAIR:

13 Q. Okay. All right. So, I guess the hearing

14 is adjourned at the call of the Chair.

15 MR. YOUNG:

16 Q. Madam Chair, if --

17 CHAIR:

18 Q. Yes, Mr. Young.

19 MR. YOUNG:

20 Q. I have just a housekeeping matter. During

21 the break, we were photocopying and didn't

22 get some further undertakings ready, but

23 just to save postage, if counsel could hang

24 behind, I will distribute those to the Board

25 and to the parties. I think there's three

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1 or four more.

2 CHAIR:

3 Q. Thank you. Thank you very much.

4 UPON CONCLUSION AT 12:46 P.M.

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CERTIFICATE

I, Judy Moss, do hereby certify that the foregoing is a true and correct transcript of a hearing in the matter of the 2017 General Rate Application by Newfoundland Hydro heard on the 26th day of April, 2018 at the Public Utilities Commission office, St. John's, Newfoundland and Labrador and was transcribed by me to the best of my ability by means of a sound apparatus from audio that was not recorded by Discoveries Unlimited Inc..

Dated at St. John's, NL this  
26th day of April, 2018

Judy Moss  
Discoveries Unlimited Inc.

A				
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