

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**

**July 18, 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  
Sara Kean, Assistant Board Secretary

**Newfoundland and Labrador Hydro:**

Geoffrey Young, Counsel  
Alex Templeton, Counsel

**Witness/Witnesses:**

**Ms. Jennifer Williams**, Vice-President of  
Production, Hydro  
**Mr. Ron LeBlanc**, Vice-President of  
Transmission, Distribution & the NLSO,  
Hydro  
**Mr. Terry Gardiner**, Vice-President of  
Engineering Services, Hydro

**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

**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

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1 (9:06 a.m.)  
 2 CHAIR:  
 3 Q. Good morning, everybody. I apologize for  
 4 the slight delay. No preliminary matters,  
 5 Ms. Glynn?  
 6 MS. GLYNN:  
 7 Q. No, Madam Chair.  
 8 CHAIR:  
 9 Q. I guess we're back to you, Mr. Coxworthy.  
 10 MR. COXWORTHY:  
 11 Q. Yes, thank you, Madam Chair. We are  
 12 prepared to proceed with cross-examination  
 13 of the panel. Good morning, Ms. Williams,  
 14 Mr. LeBlanc, Mr. Gardiner. Paul Coxworthy,  
 15 counsel for the Industrial Customer Group,  
 16 and with me here, Dean Porter, my colleague,  
 17 and Denis Fleming, who also represents the  
 18 Industrial Customer Group, is not present.  
 19 I just want to follow up on some of the  
 20 questioning of my colleagues before me, so I  
 21 may be jumping around a little bit and then  
 22 maybe focusing on certain areas. I wanted  
 23 to start in relation to the LTA and LIL  
 24 costs, forecast costs to be charged to  
 25 Hydro's customers in the 2018 and 2019 test

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1 years, and Mr. LeBlanc, although if others  
 2 have information, I certainly would like you  
 3 to jump in, but based on the questioning up  
 4 to this point, I understand that perhaps Mr.  
 5 LeBlanc has had the greatest sort of point  
 6 of contact in relation to that so far.  
 7 MR. LEBLANC:  
 8 A. That's correct.  
 9 MR. COXWORTHY:  
 10 Q. And you've made the point that there's been  
 11 no actual cost invoiced yet to Hydro. So far  
 12 we're just talking about the forecast costs?  
 13 MR. LEBLANC:  
 14 A. That is correct.  
 15 MR. COXWORTHY:  
 16 Q. You did make the point, however, that even  
 17 based on forecast costs, as I recall and  
 18 understood it, that it was discovered that  
 19 there'd been a double counting and that this  
 20 will result in a reduction at least in the  
 21 forecast.  
 22 MR. LEBLANC:  
 23 A. Yes, there is a slight reduction in the 2019  
 24 test year forecast.  
 25 MR. COXWORTHY:

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1 Q. 2019, and what was the nature of that double  
 2 counting, if you can expand on it?  
 3 MR. LEBLANC:  
 4 A. There were five employees that were counted  
 5 twice within the makeup of the O & M number.  
 6 MR. COXWORTHY:  
 7 Q. And these were employees of Nalcor?  
 8 MR. LEBLANC:  
 9 A. They were Hydro employees, ECC operators.  
 10 MR. COXWORTHY:  
 11 Q. Okay, and I guess that goes to another  
 12 point. I understood from Mr. Haynes'  
 13 evidence that some of the LIL and LTA costs  
 14 represents O & M work that's being done by  
 15 Hydro employees that's being charged to  
 16 Nalcor and then will be charged back to  
 17 Hydro? Now I may not have it exact, and  
 18 please correct me if I don't.  
 19 MR. LEBLANC:  
 20 A. In the short term Hydro employees may do  
 21 some of the O & M work in Soldiers Pond  
 22 Terminal Station.  
 23 MR. COXWORTHY:  
 24 Q. So is that - the double counting was with  
 25 those five people?

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1 MR. LEBLANC:  
 2 A. No, it wasn't there. Right now within the  
 3 transition to operations, the ECC operators  
 4 were being paid for by Nalcor and being  
 5 charged, so they were in there twice.  
 6 MR. COXWORTHY:  
 7 Q. So that was the only example of discrepancy  
 8 or double counting?  
 9 MR. LEBLANC:  
 10 A. That was the only double counting that I'm  
 11 aware of.  
 12 MR. COXWORTHY:  
 13 Q. And how was that discovered?  
 14 MR. LEBLANC:  
 15 A. There was - Ms. Hutchens had a quick look at  
 16 some of their things. We were looking at  
 17 some of their unit costs in some of our -  
 18 MR. COXWORTHY:  
 19 Q. And when you say things, I guess, what kind  
 20 of paper presentation - it wasn't an  
 21 invoice, obviously?  
 22 MR. LEBLANC:  
 23 A. No, there was no invoice. We were asking  
 24 about how the O & M was made up, so we had  
 25 some preliminary discussions with them, and

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1 in reviewing some of their numbers.  
 2 MR. COXWORTHY:  
 3 Q. And Ms. Hutchens will be able to speak to  
 4 that, but was there any documentation  
 5 actually presented by Nalcor to Hydro as  
 6 part of that discussion?  
 7 MR. LEBLANC:  
 8 A. Documents were given out, handed out for the  
 9 meeting.  
 10 MR. COXWORTHY:  
 11 Q. And what kind of documents?  
 12 MR. LEBLANC:  
 13 A. They were – it was a PowerPoint  
 14 presentation.  
 15 MR. COXWORTHY:  
 16 Q. Would it be possible – could I request an  
 17 undertaking to produce that PowerPoint?  
 18 MR. LEBLANC:  
 19 A. Okay.  
 20 MS. GLYNN:  
 21 Q. Noted in the record.  
 22 MR. COXWORTHY:  
 23 Q. Thank you, and in terms of moving forward  
 24 and receipt of actual invoices, and, I  
 25 guess, there’s a question mark, am I right,

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1 as to when Hydro can expect to receive  
 2 actual invoices?  
 3 MR. LEBLANC:  
 4 A. Invoices will commence after the  
 5 commissioning this fall.  
 6 MR. COXWORTHY:  
 7 Q. I guess, the question mark is exactly when  
 8 that will be, but that’s what you  
 9 anticipate?  
 10 MR. LEBLANC:  
 11 A. Yes.  
 12 MR. COXWORTHY:  
 13 Q. And is there a model invoice that’s been  
 14 developed so far or a mock invoice, or some  
 15 document, that would indicate what will be  
 16 contained in that invoice, the amount of  
 17 detail? You certainly talked yesterday  
 18 about there being line items that will be  
 19 included in the invoice.  
 20 MR. LEBLANC:  
 21 A. I’m not aware of any mock or template for an  
 22 invoice at this time.  
 23 MR. COXWORTHY:  
 24 Q. When Hydro receives invoices from other  
 25 parties for any reason, do you require those

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1 persons to submit their invoices in a  
 2 certain format with a certain amount of  
 3 detail, so that you can understand what  
 4 you’re being charged for?  
 5 MR. LEBLANC:  
 6 A. I don’t know if there’s a standard format,  
 7 but we’d expect that we’d have detail that  
 8 we could verify the amounts of the invoices.  
 9 MR. COXWORTHY:  
 10 Q. I think I can get into this further with Ms.  
 11 Hutchens. I just wanted to see what your  
 12 level of knowledge was on that. In terms,  
 13 though, of looking at whatever charges are  
 14 going to be put forward by Nalcor as LTA and  
 15 LIL costs on a substantive basis, you  
 16 indicated – I think the word you used was  
 17 “deemed”, that if Hydro deems the cost to be  
 18 questionable, or at least requires further  
 19 explanation, you’re going to challenge that,  
 20 you’re going to go back to Nalcor and you’re  
 21 going to ask for that further explanation.  
 22 What metrics are you going to be using to  
 23 determine whether a charge that’s put  
 24 forward on the LTA, LTA costs, whether  
 25 that’s reasonable or not, or should be

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1 deemed to be something that requires further  
 2 inquiry?  
 3 MR. LEBLANC:  
 4 A. That has not been developed yet at this  
 5 time, so we’ll have to wait and see, and  
 6 we’re also waiting for the updated forecast  
 7 as well in which we’ll get more detail.  
 8 MR. COXWORTHY:  
 9 Q. When you say the “updated forecast”, more  
 10 detail about what?  
 11 MR. LEBLANC:  
 12 A. The breakdown of the forecast.  
 13 MR. COXWORTHY:  
 14 Q. Breakdown of what the LIL and LTA costs –  
 15 MR. LEBLANC:  
 16 A. Of all the components of that forecast.  
 17 MR. COXWORTHY:  
 18 Q. Okay, and as I understand it broadly,  
 19 they’re O & M costs. Are there other  
 20 components?  
 21 MR. LEBLANC:  
 22 A. At this point it’s strictly O & M.  
 23 MR. COXWORTHY:  
 24 Q. At a later point you’re indicating it may be  
 25 more than just O & M?

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1 MR. LEBLANC:  
 2 A. But in them there's also, like, snow  
 3 clearing and things like that.  
 4 MR. COXWORTHY:  
 5 Q. Which you wouldn't necessarily call O & M?  
 6 MR. LEBLANC:  
 7 A. But they're lumped in there because of what  
 8 you have to do to maintain, to operate the  
 9 system.  
 10 MR. COXWORTHY:  
 11 Q. And those costs will be included in the 2018  
 12 and 2019 forecast as well?  
 13 MR. LEBLANC:  
 14 A. Yes.  
 15 MR. COXWORTHY:  
 16 Q. The ones that might not be strictly O & M,  
 17 but are, I guess, tangential to this?  
 18 MR. LEBLANC:  
 19 A. Yes, like road maintenance, snow clearing,  
 20 so you have right of way access, things like  
 21 that would be included in the O & M.  
 22 MR. COXWORTHY:  
 23 Q. The metrics for determining or measuring or  
 24 assessing whether what's being submitted is  
 25 reasonable, when will they be developed?

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1 Will they be developed before the invoicing  
 2 commences?  
 3 MR. LEBLANC:  
 4 A. Probably with - again not 100 percent sure,  
 5 but when we see the breakdown in the next  
 6 forecast in late August, we'd start work on  
 7 that.  
 8 MR. COXWORTHY:  
 9 Q. Mr. Gardiner, you were asked some questions  
 10 in relation to the 2016 budget year, which  
 11 is a year where there was an attempt to  
 12 constrain Hydro's expenditures, and you made  
 13 the comment, as I understood it, that as a  
 14 result, certain positions were not filled  
 15 that should have been filled, as you  
 16 expressed it.  
 17 MR. GARDINER:  
 18 A. Correct.  
 19 MR. COXWORTHY:  
 20 Q. I was wondering if you could tell us what  
 21 positions you felt should have been filled  
 22 that weren't filled in 2016?  
 23 (9:15 a.m.)  
 24 MR. GARDINER:  
 25 A. They were a number of production and control

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1 engineers, mechanical engineers,  
 2 transmission engineers, technical people  
 3 mostly, and there was a couple of maternity  
 4 leaves that we were unable to backfill. One  
 5 was safety, one was drafting. So we were  
 6 held and said you're going to have to do  
 7 without it. That meant that all of our  
 8 people that were existing would have to do  
 9 their own safety. In my opinion, that  
 10 wasn't sustainable. So those are the types  
 11 of positions.  
 12 MR. COXWORTHY:  
 13 Q. The two reliability engineer positions that  
 14 have subsequently been created, I suppose,  
 15 they've been filled as well, have they?  
 16 MR. GARDINER:  
 17 A. One was filled in '17, and one was filled  
 18 just probably one month ago.  
 19 MR. COXWORTHY:  
 20 Q. Is that a need that was identified in 2016  
 21 that wasn't filled?  
 22 MR. GARDINER:  
 23 A. It was a need that when I took ownership of  
 24 the engineering, myself and Mr. Haynes at  
 25 the time discussed about my new role and

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1 where we saw gaps going forward, and that  
 2 was one gap that we did see was in the  
 3 system performance reliability aspect.  
 4 MR. COXWORTHY:  
 5 Q. The positions that weren't filled in 2016  
 6 due to cost constraint, the ones you just  
 7 listed for us, have they been since filled?  
 8 MR. GARDINER:  
 9 A. They have. It was a process, as I said  
 10 before, from '16 to '17 to date, yes.  
 11 MR. COXWORTHY:  
 12 Q. And if we could go to NP-NLH-12, please.  
 13 Before I get into that, perhaps just to  
 14 finish off what we were just talking about,  
 15 the reliability engineers, can you expand on  
 16 what their role is within Hydro, and how -  
 17 you know, to what extent they're doing  
 18 things that weren't being done before by  
 19 others within your organization?  
 20 MR. GARDINER:  
 21 A. One of the things that were done a little  
 22 haphazard, if I could use that word, were  
 23 outage investigations. I mean, all the  
 24 trips and outages that were felt to be  
 25 deemed as maybe minor, they were put on the

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1 outage report “minor”, but now what’s  
 2 happening is that every outage that happens,  
 3 every trip, every disturbance, whether it  
 4 affects customer service or not, if there’s  
 5 no customers out, those two individuals, and  
 6 the second one is starting it now, they will  
 7 do a full investigation and produce a report  
 8 to say exactly why it’s there, and they’ll  
 9 also look at any disturbances or follow-up  
 10 if – they’ll also review any of the capital  
 11 programs that are going forward that have  
 12 reliability aspects in it as well.  
 13 MR. COXWORTHY:  
 14 Q. Do they liaise with, you know, the  
 15 industrial customers, or particular  
 16 industrial customers, about their  
 17 reliability needs, reliability concerns?  
 18 MR. GARDINER:  
 19 A. To date, they have not. To date, they would  
 20 – as I said, one has been on staff for about  
 21 one year now, and the second one started  
 22 about a month ago. They haven’t to date. I  
 23 mean, they would – if there’s any questions  
 24 or any reports that they would produce, they  
 25 would certainly give them and they go

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1 through our Manager of Key Accounts, Mr.  
 2 Robert Coish.  
 3 MR. COXWORTHY:  
 4 Q. Yes, Mr. Coish.  
 5 MR. GARDINER:  
 6 A. So that would be – yeah, and we would expect  
 7 that if there’s a question that the  
 8 industrial customers have around  
 9 reliability, Mr. Coish would seek clarity  
 10 through that team. It doesn’t mean that in  
 11 future if we would want to meet, and have  
 12 our system reliability engineers meet with  
 13 our industrial customers, it’s something  
 14 that I would welcome. Communications and  
 15 transparency would be very important to us.  
 16 MR. COXWORTHY:  
 17 Q. This position of reliability engineers, it’s  
 18 something that you see in other public  
 19 utilities in Canada? Is it unique to Hydro?  
 20 MR. GARDINER:  
 21 A. I can’t speak for that. However, I know  
 22 that the functions that they do perform is  
 23 performed in other utilities as well, and I  
 24 know that – whether they’re called  
 25 reliability engineers, I’m sure there’s some

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1 – I can’t speak exactly.  
 2 MR. COXWORTHY:  
 3 Q. You use the term “system performance”.  
 4 MR. GARDINER:  
 5 A. System performance reliability. That’s what  
 6 we’re looking at, right. It’s how is our  
 7 system performing and what is our  
 8 reliability. I use the words  
 9 interchangeable. So if our system is up and  
 10 running and everything goes good, you know,  
 11 we have a very reliable system. If  
 12 something falters, such as we have ice  
 13 bridging or a setting is not correct, then  
 14 we will investigate that to see what the  
 15 situation is, if everything worked as it  
 16 should, and if there’s any changes that we  
 17 need to do, and then they would reach out to  
 18 whatever disciplines they need, whether it’s  
 19 in operations or in our own team of  
 20 discipline engineers, and then they would  
 21 make the corrections and make the  
 22 recommendations. So we normally have a  
 23 standard format that we fill out so that we  
 24 don’t miss anything, and as I said, it’s any  
 25 outage disturbance that we do, we track it,

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1 whether it affects customers or not.  
 2 MR. COXWORTHY:  
 3 Q. And it would be safe to say that their work  
 4 is resulting in the generation of perhaps  
 5 new reports or new additional reporting on  
 6 reliability statistics and reliability  
 7 issues that perhaps wouldn’t have been the  
 8 case before, if they’re consolidating all  
 9 this information that perhaps wasn’t  
 10 consolidated and followed up on before?  
 11 MR. GARDINER:  
 12 A. I would think so.  
 13 MR. COXWORTHY:  
 14 Q. I was wondering how their information  
 15 filters up and perhaps down and across.  
 16 MR. GARDINER:  
 17 A. Yes, they will – the reports are circulated  
 18 to the appropriate people and we’ll be doing  
 19 summaries as we go forward, I would imagine  
 20 that. Like, we have a tracker sheet that we  
 21 go – we get a status when we expect a report  
 22 and any results and recommendations, and  
 23 then there’s action follow up items that  
 24 will be done as well that they will do.  
 25 MR. COXWORTHY:

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1 Q. So to go back then to NP-NLH-12. Thank you,  
 2 Mr. Gardiner. Engineering services, and I  
 3 think, Mr. Gardiner, you answered the  
 4 questions on this as well, and you were  
 5 asked questions about the 2016 actual amount  
 6 there, and as I understood your evidence,  
 7 you were asked why was there a reduction  
 8 from 2015 actual to 2016 actual, and you  
 9 attributed that primarily, perhaps entirely,  
 10 due to capital recovery? I'll give you a  
 11 moment to –  
 12 MR. GARDINER:  
 13 A. Yes, please, thank you.  
 14 MR. COXWORTHY:  
 15 Q. It's Attachment 1 to NP-NLH-12.  
 16 MR. GARDINER:  
 17 A. I dropped my binder this morning and I'm  
 18 just trying to sort the pages.  
 19 MR. COXWORTHY:  
 20 Q. We've all been there.  
 21 MR. GARDINER:  
 22 A. Sorry about that. That is one of the most  
 23 important RFI's, I know that.  
 24 MR. COXWORTHY:  
 25 Q. It wasn't one of ours.

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1 MR. GARDINER:  
 2 A. It is for me. Okay, here we go, perfect.  
 3 MR. COXWORTHY:  
 4 Q. Again Attachment 1, and I was referring to  
 5 the line item under operations, engineering  
 6 services, and the 2016 actual figure there  
 7 of \$1,151,000.00, and you were taken through  
 8 some questioning, I believe, by Mr. O'Brien  
 9 where he was asking you to explain the  
 10 reasons for the reduction from 2015 actual  
 11 to 2016 actual, and as I understood your  
 12 evidence, you attributed most, perhaps all  
 13 of that reduction, to capital recovery?  
 14 MR. GARDINER:  
 15 A. Yes.  
 16 MR. COXWORTHY:  
 17 Q. Is that correct, am I recollecting your  
 18 evidence accurately?  
 19 MR. GARDINER:  
 20 A. Yes, part of it, most of it – a lot of it  
 21 would. We would have had – yeah, about 2.1  
 22 million dollars is what I'm showing in my  
 23 chart, and the vacancies that we had that we  
 24 spoke about would have amounted to probably  
 25 2.5 million, and then there's some fringe

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1 and group benefits that were associated with  
 2 that, as well as some labour recharge that  
 3 we looked at. So that brought us to our  
 4 budget of 2.7, if we caveat through the  
 5 numbers.  
 6 MR. COXWORTHY:  
 7 Q. And can you provide me some context in terms  
 8 of was there a more, I'll use the term  
 9 "aggressive", although I don't mean it in  
 10 any sort of pejorative sense, was there a  
 11 more aggressive effort to look at operation  
 12 costs and see whether they would be  
 13 appropriately characterized as capital  
 14 costs?  
 15 MR. GARDINER:  
 16 A. No, I don't –  
 17 MR. COXWORTHY:  
 18 Q. It's just happenstance that in 2016 –  
 19 MR. GARDINER:  
 20 A. Yes. As I've said before when we talked  
 21 about the capital – I mean, our capital  
 22 program has grown. Just give me one sec.  
 23 Our capital program, I believe, was in the  
 24 200 million dollar range in '16. We had TL  
 25 267 and TL 266 that we were doing, as well

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1 as '17 was the same thing, and that's where  
 2 we attributed. So we didn't have the people  
 3 on staff, and the people that were there  
 4 certainly put more time in the capital  
 5 because they're key and critical projects. I  
 6 mean, TL 267 was one of the things that, you  
 7 know, certainly a focus of this hearing, of  
 8 the importance of having that third line  
 9 coming in from Bay d'Espoir.  
 10 MR. COXWORTHY:  
 11 Q. Thank you for that. So looking forward to  
 12 2017 forecast, 2018 test year, 2019 test  
 13 year, for engineering services, again still  
 14 referring to NP-NLH-12, Attachment 1, within  
 15 those figures for those years, are there any  
 16 amounts that may become characterized as  
 17 capital recoveries, or is that exclusive -  
 18 MR. GARDINER:  
 19 A. Not in operating. I mean, operating, we  
 20 have a very –  
 21 MR. COXWORTHY:  
 22 Q. So that's purely operating and they're not  
 23 likely to be –  
 24 MR. GARDINER:  
 25 A. No. We have a very robust – not robust, but

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1 certainly a very succinct system where we  
 2 determine what's capital and what's  
 3 operating, and we follow the guidelines as  
 4 set out by the Board. So, no, if your  
 5 question is if we charge operating to  
 6 capital, absolutely not. We would not do  
 7 that. That's not, you know -  
 8 MR. COXWORTHY:  
 9 Q. I'm not suggesting you're really going to be  
 10 doing anything wrong.  
 11 MR. GARDINER:  
 12 A. No, no.  
 13 MR. COXWORTHY:  
 14 Q. I just want to understand the numbers.  
 15 MR. GARDINER:  
 16 A. Okay, no problem, Mr. Coxworthy, thank you.  
 17 MR. COXWORTHY:  
 18 Q. Mr. LeBlanc, I think you spoke to this in  
 19 your earlier evidence, and, of course, we  
 20 alluded to it just a few moments ago, and  
 21 that's the commissioning of the LIL  
 22 anticipated later this year?  
 23 MR. LEBLANC:  
 24 A. That's correct.  
 25 MR. COXWORTHY:

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1 Q. And you had indicated in your evidence that  
 2 at least one of the reasons for the delay  
 3 was, of course - originally July 1st was at  
 4 least the target date, was that new software  
 5 was needed and on order?  
 6 MR. LEBLANC:  
 7 A. That's what I'd been told.  
 8 MR. COXWORTHY:  
 9 Q. That's what you'd been told by Nalcor. I  
 10 presume, by Nalcor?  
 11 MR. LEBLANC:  
 12 A. Yes.  
 13 MR. COXWORTHY:  
 14 Q. What's the nature of the software? What's  
 15 your information or understanding of the  
 16 nature of the software that needed to be  
 17 ordered?  
 18 MR. LEBLANC:  
 19 A. I don't have that level of detail.  
 20 MR. COXWORTHY:  
 21 Q. You don't - so, you don't - you just -  
 22 MR. LEBLANC:  
 23 A. They need operational software in order to  
 24 operate it at a higher level.  
 25 MR. COXWORTHY:

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1 Q. And when you say "new software", was there  
 2 an attempt to use -  
 3 MR. LEBLANC:  
 4 A. Or updated software.  
 5 MR. COXWORTHY:  
 6 Q. Updated. So, was there an attempt to use  
 7 another type of software or unadapted -  
 8 unupdated software that didn't do the job or  
 9 wasn't functioning the way it was expected  
 10 to?  
 11 MR. LEBLANC:  
 12 A. I do not know those details.  
 13 MR. COXWORTHY:  
 14 Q. Is there any sort of committee that you're a  
 15 part of which also has Nalcor people that  
 16 you sit down with and talk about timeline  
 17 expectations in terms of when the LIL will  
 18 be commissioned?  
 19 MR. LEBLANC:  
 20 A. There is a TTO committee which I attend some  
 21 of those meetings and they do give updates.  
 22 So, we were just told there is a delay.  
 23 MR. COXWORTHY:  
 24 Q. And so, this is where you would have learned  
 25 perhaps that this new software was on order?

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1 MR. LEBLANC:  
 2 A. I'm trying to think if it was there that I  
 3 learnt it, but again, I may have been  
 4 talking to Mr. Parsons with Nalcor.  
 5 MR. COXWORTHY:  
 6 Q. You'll have to remind me or tell me who Mr.  
 7 Parsons is, his context.  
 8 MR. LEBLANC:  
 9 A. Mr. Parsons, he's the VP of Transmission for  
 10 Nalcor.  
 11 MR. COXWORTHY:  
 12 Q. Thank you. So, you're not sure exactly  
 13 where you heard it? You just heard this?  
 14 MR. LEBLANC:  
 15 A. Yeah, that they required upgraded -  
 16 MR. COXWORTHY:  
 17 Q. Sure. And when did you - do you recall when  
 18 you heard it?  
 19 MR. LEBLANC:  
 20 A. It would have been in June.  
 21 MR. COXWORTHY:  
 22 Q. In June, okay. And so, this was an issue  
 23 that was discovered in June that there was  
 24 going to be this delay?  
 25 MR. LEBLANC:

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1 A. It's when we were discussing the – how much  
 2 we'd be able to load to LIL and that was one  
 3 of the reasons that we couldn't load it to  
 4 the levels we wanted to.  
 5 MR. COXWORTHY:  
 6 Q. Okay. And I think you've indicated that in  
 7 the interim, there have been daily  
 8 transmissions -  
 9 MR. LEBLANC:  
 10 A. Yes.  
 11 MR. COXWORTHY:  
 12 Q. - for periods of eight to nine hours?  
 13 MR. LEBLANC:  
 14 A. That's correct.  
 15 MR. COXWORTHY:  
 16 Q. About 45 megawatts?  
 17 MR. LEBLANC:  
 18 A. Yeah, and they'll be increasing that  
 19 slightly over the summer.  
 20 MR. COXWORTHY:  
 21 Q. Okay. Is that happening every day?  
 22 MR. LEBLANC:  
 23 A. Most days, unless they find – again, it's  
 24 commissioning. They're trying to find  
 25 issues and correct them before there are

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1 major issues or we're in full production.  
 2 So, depending, if they find something, it  
 3 may take a day or two to rectify it. It may  
 4 take a couple of hours. So, it all depends,  
 5 but the plan is to transmit power everyday  
 6 while doing the commissioning.  
 7 MR. COXWORTHY:  
 8 Q. And perhaps Ms. Williams may have  
 9 information about this as well. This 45  
 10 megawatts or however much is being brought  
 11 over, is it actually going into the Island  
 12 system and is used by Hydro customers?  
 13 MS. WILLIAMS:  
 14 A. Correct.  
 15 MR. COXWORTHY:  
 16 Q. And so, there would be a record of how much  
 17 has come in so far?  
 18 MS. WILLIAMS:  
 19 A. Correct.  
 20 MR. COXWORTHY:  
 21 Q. Could we get – can I have an undertaking to  
 22 have a record of how much of this power over  
 23 the LIL has been utilized and available to  
 24 the system up to date?  
 25 MS. WILLIAMS:

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1 A. I believe the -  
 2 MR. COXWORTHY:  
 3 Q. Or you know, to the latest date that you  
 4 have the statistics.  
 5 MS. WILLIAMS:  
 6 A. Sure. I think in the monthly energy supply  
 7 report that Mr. O'Brien put on the record,  
 8 there is the number, if we want to open  
 9 that, Caryn, if you don't mind, please?  
 10 MR. COXWORTHY:  
 11 Q. Thank you.  
 12 MS. WILLIAMS:  
 13 A. I want to say it's four gigawatt hours, but  
 14 I'd prefer to double check. It would have  
 15 been June month end report obviously.  
 16 MS. GLYNN:  
 17 Q. That would have been Information No. 9.  
 18 MS. WILLIAMS:  
 19 A. Just a little further ahead. That's the May  
 20 report. Just the next – that's the May  
 21 report. Thank you. The next one. Right,  
 22 yeah, it is – sorry, it's four gigawatt  
 23 hours year to date at the end of June.  
 24 (9:30 a.m.)  
 25 MR. COXWORTHY:

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1 Q. And you've indicated, Mr. LeBlanc, that that  
 2 might increase slightly before the new  
 3 software arrives?  
 4 MR. LEBLANC:  
 5 A. Yes.  
 6 MR. COXWORTHY:  
 7 Q. Any indication how much?  
 8 MR. LEBLANC:  
 9 A. I think the next step is 63.  
 10 MR. COXWORTHY:  
 11 Q. The new software is necessary though to get  
 12 us to 225?  
 13 MR. LEBLANC:  
 14 A. Correct.  
 15 MR. COXWORTHY:  
 16 Q. Your understanding is. And once the new  
 17 software is received, is there going to be a  
 18 period then where that has to be tested?  
 19 MR. LEBLANC:  
 20 A. Yes, there is.  
 21 MR. COXWORTHY:  
 22 Q. Yeah. Do you have any -  
 23 MR. LEBLANC:  
 24 A. So, the software is expected the end of  
 25 September and then there'll be a few weeks

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1 of commissioning to make sure the software  
 2 is functioning correctly and is compatible  
 3 with the system and all that, the usual  
 4 checks and balances.  
 5 MR. COXWORTHY:  
 6 Q. You were asked by Mr. O'Brien, Mr. LeBlanc,  
 7 about whether the second pole would be  
 8 operational with respect to the LIL LTL by  
 9 the third quarter. I think you indicated  
 10 no.  
 11 MR. LEBLANC:  
 12 A. No.  
 13 MR. COXWORTHY:  
 14 Q. It would be sometime in 2019?  
 15 MR. LEBLANC:  
 16 A. I didn't hear that with coughing. Could you  
 17 repeat the question?  
 18 MR. COXWORTHY:  
 19 Q. Sure. That it was your understanding that  
 20 the second pole would not be operational  
 21 until sometime in 2019?  
 22 MR. LEBLANC:  
 23 A. That's correct.  
 24 MR. COXWORTHY:  
 25 Q. And can you – and again, perhaps Ms.

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1 Williams can also address this – how does  
 2 that impact the service that can be received  
 3 by the Island over the LIL and LTA, the fact  
 4 that the Bipole will not be in place until  
 5 2019?  
 6 MR. LEBLANC:  
 7 A. The Bipole will be in place once the full  
 8 capacity of the LIL is required for Muskrat  
 9 Falls generation, but up to that point,  
 10 before the second Bipole, we're going to be  
 11 limited to 225.  
 12 MR. COXWORTHY:  
 13 Q. So, it's not necessary for the 225  
 14 megawatts?  
 15 MR. LEBLANC:  
 16 A. That's correct.  
 17 MR. COXWORTHY:  
 18 Q. Okay. If there was access to more than 225  
 19 megawatts of power, not from Muskrat Falls  
 20 but from some other source, is the lack of  
 21 bipole an impediment to bringing over more  
 22 than 225?  
 23 MS. WILLIAMS:  
 24 A. Yeah, I don't believe the lack of the bipole  
 25 – it is an operational study that the

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1 transmission planning department would have  
 2 had. It's more related to the lack of  
 3 Muskrat -  
 4 MR. COXWORTHY:  
 5 Q. Reliability and -  
 6 MS. WILLIAMS:  
 7 A. - the Muskrat Falls generation and the  
 8 synchronized condensers up there not being  
 9 available.  
 10 MR. COXWORTHY:  
 11 Q. Yes, what is the limit or is there a limit  
 12 on what can be brought over the LIL LTA? I  
 13 know 225 is what you believe is all that's  
 14 available.  
 15 MS. WILLIAMS:  
 16 A. Um-hm.  
 17 MR. COXWORTHY:  
 18 Q. But if there was more available?  
 19 MS. WILLIAMS:  
 20 A. It's near 900.  
 21 MR. COXWORTHY:  
 22 Q. And that's even without a bipole?  
 23 MR. LEBLANC:  
 24 A. No.  
 25 MS. WILLIAMS:

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1 A. No.  
 2 MR. COXWORTHY:  
 3 Q. No?  
 4 MR. LEBLANC:  
 5 A. It's 900 with the bipole. But you can  
 6 overload one pole 50 percent once we're  
 7 there, so I think it's 675.  
 8 MR. COXWORTHY:  
 9 Q. Okay.  
 10 MR. LEBLANC:  
 11 A. Not supposed to do math on the stand.  
 12 MR. COXWORTHY:  
 13 Q. If we could go to Table 5 of the summary  
 14 report on the additional cost information  
 15 that was filed. I forget the Information  
 16 number, apologize.  
 17 MS. MASSIE:  
 18 Q. The additional cost of service information?  
 19 MR. COXWORTHY:  
 20 Q. The additional cost of service information,  
 21 Table 5. It was referred to, I think, in  
 22 the earlier questioning.  
 23 Yes, that's right. Thank you very  
 24 much. And I think, Ms. Williams, you  
 25 answered some questions regarding Table 5

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1 and I took some notes and I just want to  
 2 make sure that I followed them accurately in  
 3 terms of how the numbers in Table 5 may have  
 4 changed, based on most recent information  
 5 and developments. And in relation to the  
 6 recapture energy, I understood that – for  
 7 2018 – that we could expect that it would be  
 8 an additional 90 gigawatt hours?  
 9 MS. WILLIAMS:  
 10 A. Yes. So, for which year?  
 11 MR. COXWORTHY:  
 12 Q. For 2018.  
 13 MS. WILLIAMS:  
 14 A. So, for 2018, if I said 90, I might have  
 15 been looking at a wrong detail. I have 105.  
 16 MR. COXWORTHY:  
 17 Q. And perhaps I misheard.  
 18 MS. WILLIAMS:  
 19 A. No, that’s okay.  
 20 MR. COXWORTHY:  
 21 Q. So, instead of 388, it will be 493?  
 22 MS. WILLIAMS:  
 23 A. 493.  
 24 MR. COXWORTHY:  
 25 Q. Okay. And then under Maritime Link

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1 purchases for 2018 again, I understood there  
 2 to be an additional 110 gigawatt hours, so  
 3 203, if my math is correct, but is that  
 4 correct?  
 5 MS. WILLIAMS:  
 6 A. I mean, I don’t have the transcript and I’m  
 7 trying to recall exactly how I characterized  
 8 it, but the remainder of this year, later in  
 9 this year we’ll be having more than supply  
 10 over the Maritime Link, so I think the  
 11 combined imports I might have referenced;  
 12 I’m hoping I referenced that it was the  
 13 combined imports and not just the Maritime  
 14 Link, but the Labrador Island Link as well  
 15 would be in that range.  
 16 MR. COXWORTHY:  
 17 Q. I’m sure that is how you characterized it.  
 18 MS. WILLIAMS:  
 19 A. Okay.  
 20 MR. COXWORTHY:  
 21 Q. It wasn’t pure Maritime Link; combined with  
 22 additional purchases that you are able -  
 23 MS. WILLIAMS:  
 24 A. Correct.  
 25 MR. COXWORTHY:

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1 Q. Will the figure there – for purchases over  
 2 and above the recapture energy purchases,  
 3 let’s call them, that that’ll be 203 instead  
 4 of 93?  
 5 MS. WILLIAMS:  
 6 A. I want to say that it’ll be an additional  
 7 200 gigawatt hours – I got to think about  
 8 that because we’re about to put the new  
 9 evidence on the file too. So, obviously,  
 10 there’s this evidence that we’re looking at  
 11 and then there’s new evidence that’s coming  
 12 Friday.  
 13 MR. COXWORTHY:  
 14 Q. I understand and I realize you’re  
 15 handicapped somewhat, but unfortunately the  
 16 panel is up now to be cross-examined.  
 17 MS. WILLIAMS:  
 18 A. Absolutely.  
 19 MR. COXWORTHY:  
 20 Q. And we don’t have the information, so I want  
 21 to explore it as far as we can.  
 22 MS. WILLIAMS:  
 23 A. Sure.  
 24 MR. COXWORTHY:  
 25 Q. But I understand, you know, the caveat is

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1 there is more information coming forward.  
 2 Really what I want to get to an  
 3 understanding of is in 2018, when we get  
 4 down to total, which was 481 in Table 5,  
 5 what is Hydro now projecting as the expected  
 6 supply from off-island purchases for 2018?  
 7 MS. WILLIAMS:  
 8 A. Okay. So, for 2018, the old cost of service  
 9 information, which would be – I’m sorry,  
 10 that’s the new production plan. Sorry,  
 11 getting the two mixed up. In the – sorry,  
 12 let me just repeat your question, because  
 13 again, I’m getting the two sets of data  
 14 mixed up? In the old cost of service, what  
 15 is the total imports that’s required? Or  
 16 sorry, that we’re bringing in, not including  
 17 recapture? So, in the old cost of service,  
 18 it’s 893, which is in the table.  
 19 MR. COXWORTHY:  
 20 Q. In the table – when you say 893, I don’t see  
 21 the figure of 893 in Table 5 that we’re  
 22 looking at right now.  
 23 MS. WILLIAMS:  
 24 A. Sorry, can you just go back to the beginning  
 25 of your question?

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1 MR. COXWORTHY:  
 2 Q. Sure. Looking at Table 5 in the additional  
 3 cost of service information and looking at  
 4 the year 2018, the total amount of expected  
 5 supply, according to that information, was  
 6 481 gigawatt hours for 2018.  
 7 MS. WILLIAMS:  
 8 A. Correct.  
 9 MR. COXWORTHY:  
 10 Q. Now, I understood from your evidence that in  
 11 fact it's going to be better than that.  
 12 MS. WILLIAMS:  
 13 A. With the new evidence coming.  
 14 MR. COXWORTHY:  
 15 Q. With the new evidence coming?  
 16 MS. WILLIAMS:  
 17 A. Right.  
 18 MR. COXWORTHY:  
 19 Q. But you have some information or  
 20 understanding of what the higher amount will  
 21 be?  
 22 MS. WILLIAMS:  
 23 A. Yes.  
 24 MR. COXWORTHY:  
 25 Q. And look, no one's going to hold you to it

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1 if the -  
 2 MS. WILLIAMS:  
 3 A. Yeah, absolutely.  
 4 MR. COXWORTHY:  
 5 Q. But what's your understanding of how much  
 6 more than 481 will be available?  
 7 MS. WILLIAMS:  
 8 A. Okay, sorry. Okay, I'm clear now. So, the  
 9 total imports, whether it's over the  
 10 Labrador Island Link or the Maritime Link,  
 11 in 2018, in the new evidence coming, is 606.  
 12 MR. COXWORTHY:  
 13 Q. Yeah, okay. And then can you provided with  
 14 the same figure then for 2019?  
 15 MS. WILLIAMS:  
 16 A. It's 1,016.  
 17 MR. COXWORTHY:  
 18 Q. Thank you. And is that based on the firm  
 19 contracts that you talked about?  
 20 MS. WILLIAMS:  
 21 A. Correct.  
 22 MR. COXWORTHY:  
 23 Q. Will there be an opportunity – well, first  
 24 of all, I'll ask, is it possible there'll be  
 25 other firm contracts entered into in 2018

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1 and 2019 over and above the ones that you  
 2 already know about? And I recognize there's  
 3 some confidentiality issues and whatnot, you  
 4 know, so I'm not asking to get into detail,  
 5 but just broadly speaking, is that a  
 6 possibility?  
 7 MS. WILLIAMS:  
 8 A. I'm sure it's a possibility. It's nothing  
 9 that is contemplated at this moment in time.  
 10 MR. COXWORTHY:  
 11 Q. Okay. And apart from firm contracts, as I  
 12 understood your evidence, and maybe I  
 13 misunderstood it, there are occasions where  
 14 you identify an opportunity – I think one  
 15 example you gave was being able to shut down  
 16 the Holyrood units early this year because  
 17 there was an opportunity to buy off-island  
 18 power -  
 19 MS. WILLIAMS:  
 20 A. Correct.  
 21 MR. COXWORTHY:  
 22 Q. - to offset that need. Will there be  
 23 opportunities, even if they're not firm  
 24 contracts, on I'll call it spot contracts -  
 25 MS. WILLIAMS:

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1 A. Um-hm.  
 2 MR. COXWORTHY:  
 3 Q. - to sort of say "oh, look, you know, we  
 4 know there's an opportunity to buy a certain  
 5 amount of power and that would offset X and  
 6 let's go and see if that's available?"  
 7 MS. WILLIAMS:  
 8 A. Correct.  
 9 MR. COXWORTHY:  
 10 Q. So, is that, over and above the firm  
 11 contracts, going to continue to be a  
 12 possibility in 2018-2019?  
 13 MS. WILLIAMS:  
 14 A. Absolutely.  
 15 MR. COXWORTHY:  
 16 Q. And is that just purely opportunistic or are  
 17 there certain goals or objectives being  
 18 sought to be achieved by going to that spot  
 19 market? Are you aiming for a certain amount  
 20 of purchases in 2018 or 2019 on that spot  
 21 basis?  
 22 MS. WILLIAMS:  
 23 A. Certainly in 2018, we would be working  
 24 toward that goal.  
 25 MR. COXWORTHY:

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1 Q. And what goal?  
 2 MS. WILLIAMS:  
 3 A. Of those non-firm day-ahead, week-ahead  
 4 purchases, and I believe we're planning on  
 5 about 34 gigawatt hours.  
 6 MR. COXWORTHY:  
 7 Q. Okay, thank you.  
 8 MS. WILLIAMS:  
 9 A. Yeah, in this year, yeah.  
 10 MR. COXWORTHY:  
 11 Q. And for 2019, is it just you don't know  
 12 whether you're going to be or has it been  
 13 decided you're not going to be doing that?  
 14 MS. WILLIAMS:  
 15 A. We haven't planned for it in our forecast,  
 16 but we would certainly work toward that end  
 17 to see if it's something that we would  
 18 require, but certainly, the availability of  
 19 recapture and the firm contracts that we now  
 20 have in place are, you know, what we're  
 21 counting on and including in our plans.  
 22 MR. COXWORTHY:  
 23 Q. And in the figure you just gave me for 2018  
 24 for Table 5, you know, I'll call it the  
 25 update -

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1 MS. WILLIAMS:  
 2 A. Updated.  
 3 MR. COXWORTHY:  
 4 Q. - of 20 - but I'm putting quotes around it  
 5 because it's not necessarily the final  
 6 update - is that 34 gigawatts that you hope  
 7 to achieve in 2018 on the spot market, is  
 8 that included in that figure or would that  
 9 be over and above?  
 10 MS. WILLIAMS:  
 11 A. No, that is included.  
 12 MR. COXWORTHY:  
 13 Q. Mr. LeBlanc, you answered some questions  
 14 about reserve sharing.  
 15 MR. LEBLANC:  
 16 A. Yes.  
 17 MR. COXWORTHY:  
 18 Q. Yesterday or perhaps the day before; I think  
 19 it was yesterday. And at this point,  
 20 there's talks, discussions, maybe very  
 21 preliminary, about that with Nova Scotia?  
 22 MR. LEBLANC:  
 23 A. That's correct.  
 24 MR. COXWORTHY:  
 25 Q. With Nova Scotia Power. Is that the only

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1 utility that Hydro would have the  
 2 opportunity to engage reserve sharing with?  
 3 MR. LEBLANC:  
 4 A. No. Hydro Quebec, in the future, once we  
 5 get to that stage, as well as NB Power is a  
 6 possibility, but a very slim possibility  
 7 because there is a transmission bottleneck  
 8 between New Brunswick and Nova Scotia.  
 9 MR. COXWORTHY:  
 10 Q. Yes, you mentioned that.  
 11 MR. LEBLANC:  
 12 A. And to count on reserve, you have to have a  
 13 firm transmission path, otherwise you can't  
 14 count on that.  
 15 MR. COXWORTHY:  
 16 Q. Yes. No, you said that. And is there a  
 17 firm transmission path between Hydro  
 18 Quebec's system and -  
 19 MR. LEBLANC:  
 20 A. Not yet.  
 21 MR. COXWORTHY:  
 22 Q. - and the Nalcor Hydro system, if I can call  
 23 it that?  
 24 MR. LEBLANC:  
 25 A. No, there is no transmission north, south to

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1 north, in Quebec at this point.  
 2 MR. COXWORTHY:  
 3 Q. Is there - is that a possibility though or  
 4 is it - would it require any new  
 5 infrastructure?  
 6 MR. LEBLANC:  
 7 A. No, but it may require studies by Hydro  
 8 Quebec.  
 9 MR. COXWORTHY:  
 10 Q. Okay, thank you. Perhaps now is a good time  
 11 to get into, in that context, the  
 12 implementation of NERC standards in relation  
 13 to Hydro and Nalcor, and I guess, I just  
 14 want to make reference, perhaps without  
 15 actually going to the evidence itself, but  
 16 just for the record, in Volume 1 of the  
 17 General Rate Application at page 3.4.4, page  
 18 3.4.5, there is a section that discusses the  
 19 implementation of NERC standards, in  
 20 particular NERC reliability standards.  
 21 As presented in that evidence, it was a  
 22 work in progress at that time. Mr. Haynes,  
 23 in his evidence on April 17th, again I don't  
 24 think we need to go to it unless there's  
 25 some question that we need to examine, but

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1 at page 140-143, I understood that he was  
 2 also talking about, at least in part in  
 3 there, the implementation of the NERC  
 4 reliability standards, and then I'll also  
 5 note, and there may be other RFIs, but  
 6 there's RFI CA-NLH-113 which also talks  
 7 about Hydro's moving towards some  
 8 implementation of the NERC standards, NERC  
 9 reliability standards.  
 10 So, in that context, as I understood  
 11 Mr. Haynes' evidence, the thinking is or was  
 12 – because that was back in April – that  
 13 perhaps not the full meal deal in terms of  
 14 NERC reliability standards would need to be  
 15 adopted for Hydro and Nalcor to be NERC  
 16 compliant. I'm going to stop there and ask  
 17 you, Mr. LeBlanc, to help me. Is what I'm  
 18 saying making any sense and if it's not, can  
 19 you expand on it?  
 20 (9:45 a.m.)  
 21 MR. LEBLANC:  
 22 A. What we're doing with the NERC standards,  
 23 we're reviewing all the NERC standards and  
 24 assessing them. Again, Hydro has had  
 25 standards. So, it's not like we don't have

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1 reliability standards. We have reliability  
 2 criteria that we follow. Some of ours may  
 3 exceed the equivalent NERC standards. Some  
 4 may be deficient. So, the first step is to  
 5 do a gap analysis, look at them all and say  
 6 "well, where do we stand?" We may be  
 7 meeting it already. Do we lessen it? Do we  
 8 increase it? And the next step: is it  
 9 worthwhile? Is the investment worthwhile  
 10 for the improvement in reliability? Is  
 11 there an improvement in reliability by  
 12 adopting it? So, that's the exercise we're  
 13 going through.  
 14 In those that we see beneficial to the  
 15 customers of Newfoundland and Labrador, we'd  
 16 implement. And those we don't think, we  
 17 would not adopt.  
 18 MR. COXWORTHY:  
 19 Q. As I understand it, and I guess I took this  
 20 from Mr. Haynes' evidence, but I guess also  
 21 in terms of my general, but very shallow  
 22 understanding of NERC standards, that there  
 23 is a necessity to meet a certain level of  
 24 standard for there to be deemed to be  
 25

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1 reciprocity as between this jurisdiction and  
 2 other jurisdictions once we're connected to  
 3 the North American grid, and we are  
 4 connected to the North American grid?  
 5 MR. LEBLANC:  
 6 A. We are connected to the North American grid  
 7 now.  
 8 MR. COXWORTHY:  
 9 Q. Is that right? I mean, do we—does  
 10 Hydro/Nalcor get to pick and choose what  
 11 NERC Standards they want to apply, or do  
 12 they have to meet a certain minimum?  
 13 MR. LEBLANC:  
 14 A. Again, our Reliability Standards are  
 15 determined by the regulator. So, in Canada  
 16 –  
 17 MR. COXWORTHY:  
 18 Q. By the Board?  
 19 MR. LEBLANC:  
 20 A. By the Board.  
 21 MR. COXWORTHY:  
 22 Q. Absolutely.  
 23 MR. LEBLANC:  
 24 A. Sorry, I always call them the regulators,  
 25 but—a history of 32 years working elsewhere.

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1 So, there is—so, they set the Reliability  
 2 Standards that we have to meet. NERC is the  
 3 US based firm. So, it is not—they have no  
 4 jurisdiction in Canada. Some utilities have  
 5 adopted NERC Standards; some have not  
 6 adopted NERC Standards. And the ones who  
 7 haven't usually are—they meet those that  
 8 they deem appropriate.  
 9 MR. COXWORTHY:  
 10 Q. Again, and I took this as my understanding  
 11 of Mr. Haynes' evidence and maybe I didn't  
 12 understand it correctly, is that there some  
 13 risk that if another utility, Hydro Quebec  
 14 was I think perhaps an example that was  
 15 given by Mr. Haynes, felt that there wasn't  
 16 reciprocity, that that could impact the  
 17 ability of Nalcor to sell power, surplus  
 18 power, off island, which is of course part  
 19 of the general rate mitigation plan for  
 20 rates here on the island. Is that accurate?  
 21 MR. LEBLANC:  
 22 A. Usually the risk of losing your transmission  
 23 access elsewhere is through FERC Standards.  
 24 MR. COXWORTHY:  
 25 Q. Okay.

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1 MR. LEBLANC:  
 2 A. Which has to do with transmission access as  
 3 opposed to reliability.  
 4 MR. COXWORTHY:  
 5 Q. And where –  
 6 MR. LEBLANC:  
 7 A. So, NERC – FERC are close. So, we are  
 8 following FERC Guidelines with respect to  
 9 transmission access.  
 10 MR. COXWORTHY:  
 11 Q. That’s the NLSOP’s in part?  
 12 MR. LEBLANC:  
 13 A. NLSOP’s in open access and our transmission  
 14 tariff.  
 15 MR. COXWORTHY:  
 16 Q. So, compliance with NERC Reliability  
 17 Standards doesn’t impact?  
 18 MR. LEBLANC:  
 19 A. No, again, the people who have it want to  
 20 push for it because they deem it—if it does  
 21 increase reliability of the system, and they  
 22 also look at what does the impact of Hydro’s  
 23 operations have on the neighbouring. So,  
 24 they don’t want us to build infrastructure  
 25 here that would be detrimental to their

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1 system. So, in that case, they would push,  
 2 and they’d voice strongly that we should  
 3 meet those standards because it has an  
 4 impact on them.  
 5 MR. COXWORTHY:  
 6 Q. And when you say “push” –  
 7 MR. LEBLANC:  
 8 A. So, again, they have to –  
 9 MR. COXWORTHY:  
 10 Q. Where will they push for that, in what  
 11 forums?  
 12 MR. LEBLANC:  
 13 A. To the Board.  
 14 MR. COXWORTHY:  
 15 Q. In this forum?  
 16 MR. COXWORTHY:  
 17 Q. Before the Board?  
 18 MR. LEBLANC:  
 19 A. They would--could complain to the Board that  
 20 the things we’re doing on our system is  
 21 detrimental to their system. So, we should  
 22 rectify it.  
 23 MR. COXWORTHY:  
 24 Q. And I guess I’d ask you to make a  
 25 distinction for me in terms of NERC

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1 Reliability Standards if you can talk—go  
 2 back to them for a moment.  
 3 MR. LEBLANC:  
 4 A. Um-hm.  
 5 MR. COXWORTHY:  
 6 Q. To the extent that they’re applied, the  
 7 distinction between how they apply to Nalcor  
 8 and the parts of the system that are in  
 9 Nalcor, and at least presently projected to  
 10 stay in Nalcor, and the parts that are Hydro  
 11 components of the system, is there a  
 12 distinction?  
 13 MR. LEBLANC:  
 14 A. They don’t distinguish between regulated and  
 15 non-regulated.  
 16 MR. COXWORTHY:  
 17 Q. Is Hydro, whether in conjunction with Nalco  
 18 or on its own going to be filing something  
 19 with the Board in terms of its assessment of  
 20 what, if any, NERC Reliability Standards it  
 21 should be moving towards?  
 22 MR. LEBLANC:  
 23 A. Yes, once the studies are complete, there  
 24 may be capital dollars required to implement  
 25 them. So, that would definitely go before

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1 the Board before anything is implemented.  
 2 MR. COXWORTHY:  
 3 Q. And is there any target date for completion  
 4 of those studies and coming to the Board  
 5 with that?  
 6 MR. LEBLANC:  
 7 A. I am not positive of the date at this point,  
 8 but I know it’s being worked on currently.  
 9 MR. COXWORTHY:  
 10 Q. Is that a 2018 event in all likelihood or –  
 11 MR. LEBLANC:  
 12 A. If it’s 2018, it would be late 2018 or early  
 13 2019.  
 14 MR. COXWORTHY:  
 15 Q. Okay. Thank you, Mr. LeBlanc. I’d like to  
 16 move onto some of the cross-examination  
 17 material that I filed, that we filed  
 18 yesterday. And there were two separate  
 19 filings, but this was the filing of two  
 20 Orders in Council OC-2018-114 and OC-2018-  
 21 115.  
 22 MS. GLYNN:  
 23 Q. We’ll enter them into the record. OC-2018-  
 24 114 will be Information Number 11; and OC-  
 25 2018-115 will be Information Number 13, or

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1 12, sorry.

2 MR. COXWORTHY:

3 Q. Thank you. And I think, Ms. Williams, I

4 think my questions will be directed to you,

5 although again, if other panel members have

6 information, I'd certainly would be—would

7 ask them to add that information. And I

8 understood from your earlier evidence, Ms.

9 Williams, that part of your time is charged

10 into Nalcor and it's in relation to I think

11 you used the Exploits and Star Lake?

12 MS. WILLIAMS:

13 A. Sorry, correct.

14 MR. COXWORTHY:

15 Q. So, would that to your understanding, mean

16 the Exploits generation assets that are

17 referred to in these Orders in Council?

18 MS. WILLIAMS:

19 A. Correct.

20 MR. COXWORTHY:

21 Q. Yes. And what is your role exactly in

22 relation to that, the time that you spend at

23 Nalcor? What's your responsibility and

24 role?

25 MS. WILLIAMS:

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1 A. My responsibility with regards to the

2 oversight of the Exploits and Star Lake

3 assets would be the similar to my

4 responsibility over the other hydraulic

5 assets. So, to ensure that the team is, you

6 know, planning for a capital; that they're

7 responding to any operational issues; that

8 they're, you know, keeping employees safe.

9 Certainly, in Exploits at particular with

10 regards to being on the river and like the

11 fish there, I mean that does take a fair bit

12 of attention and time of the group there.

13 Budget management, just you know, facility

14 management basically, yes. So, it's

15 oversight of all operations of those

16 facilities.

17 MR. COXWORTHY:

18 Q. And in relation to these Orders in Council,

19 and they appear to me to be related, and I'm

20 not, you know—you may or may not know that,

21 but they appear to me to be related. They

22 appear to me to refer to in the second one,

23 and correct me if you think this is

24 incorrect, that there is a Power Purchase

25 Agreement between Nalcor and Newfoundland

Page 55

1 and Labrador Hydro in relation to Exploits

2 generation assets?

3 MS. WILLIAMS:

4 A. Correct.

5 MR. COXWORTHY:

6 Q. And it appears to me that these are a paired

7 Order in Council regarding that. And they

8 talk about operating licences, now, granted,

9 that's to Nalcor, continuing until the

10 earlier of December 31st, 2018 or the

11 effective date of asset disposition. And

12 then the other, what I take to be a related

13 Order in Council, talks about the Power

14 Purchase Agreement between Nalcor and Hydro

15 continuing until December 2018. I take it

16 that's not news to you? At least the second

17 part that the Power Purchase Agreement has

18 been extended to –

19 MS. WILLIAMS:

20 A. Correct.

21 MR. COXWORTHY:

22 Q. Okay, as being someone responsible overall

23 for production, I would think that would be

24 information that's relevant, too?

25 MS. WILLIAMS:

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1 A. Correct.

2 MR. COXWORTHY:

3 Q. But, "or the effective date of asset

4 disposition," and so that could be even

5 earlier than December 2018 based on –

6 MS. WILLIAMS:

7 A. Based on the way the OC is written, correct.

8 MR. COXWORTHY:

9 Q. Does that create—do you have an

10 understanding of what that earlier date—how

11 much earlier that date could be?

12 MS. WILLIAMS:

13 A. No, and you know, certainly, there's been

14 discussions, again even probably before my

15 time about, you know, what is the place for

16 these assets to sit? So, it's—I think it's

17 an ongoing thought process between

18 government and Hydro and Nalcor, but at this

19 point, there is no definitive plan for

20 assets to be disposed of in any fashion.

21 MR. COXWORTHY:

22 Q. Sure. Is there a push or an effort to come

23 to a decision on that in 2018?

24 MS. WILLIAMS:

25 A. No push that I know of that—on my behalf

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1           certainly.

2 MR. COXWORTHY:

3 Q.     Okay, yes. Is one of the options to your

4           knowledge being considered the transfer or

5           the—of the assets to Hydro as opposed to

6           Nalcor?

7 MS. WILLIAMS:

8 A.     That has been an option that has been

9           considered in the past.

10 MR. COXWORTHY:

11 Q.     You don't know anything about at what level

12          those discussions are going on or if they're

13          going on?

14 MS. WILLIAMS:

15 A.     Again, I think it's an option that's always

16          been considered, and you know, we would

17          obviously have to engage the Board in a lot

18          of those processes if that was to occur.

19 MR. COXWORTHY:

20 Q.     Thank you, Ms. Williams. I'd like to move

21          onto the other material that we filed and

22          cross-examination material yesterday. I

23          guess one of them perhaps didn't need to be

24          filed, the RFI, IC-NLH-078, but there it is

25          for whatever convenience, but also some

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1           extracts from Newfoundland Power's 2019-2010

2           GRA which has recently been filed. So, I

3           guess if we could have those identified for

4           the record?

5 MS. GLYNN:

6 Q.     We'll enter the extracts.

7 MR. COXWORTHY:

8 Q.     Yes.

9 MS. GLYNN:

10 Q.     Again, I think the –

11 MR. COXWORTHY:

12 Q.     I agree. There's no need to put in the IC.

13 MS. GLYNN:

14 Q.     So, the extracts will be entered as

15          Information Number 13.

16 MR. COXWORTHY:

17 Q.     Thank you. And I will refer though to IC-

18          NLH-78, and perhaps that could be brought up

19          on the screen? And Ms. Williams, you have

20          that RFI, IC-NLH-78 there before you?

21 MS. WILLIAMS:

22 A.     Yes.

23 MR. COXWORTHY:

24 Q.     And that response, and I'm looking at the

25          second paragraph, paragraph 17, indicates

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1           that the Hydro's load forecasts were based

2           on information that was made available to

3           Hydro between May 2016 and October 2016.

4           So, almost two years ago in terms of that

5           timeframe. And at the time of the RFI in

6           the subsequent paragraph, we were referred

7           to with respect to any material changes to

8           the island and connected load forecasts.

9           Just to be clear, that's what I'm concerned

10          with here; not other forecasts, but purely

11          the island interconnected load forecast.

12          "Please refer to Hydro's response PUB-NLH-

13          34," and I don't think it's necessary to go

14          to 34. Basically, what 34 says is Hydro

15          does not consider any changes in the load

16          requirement indicated by post-March 2017

17          updates to be material to this application.

18          So, that that's basically that PUB-NLH-34

19          says in relation to the island

20          interconnected load forecast. Even that

21          response was given some time ago. You were

22          asked some questions yesterday by counsel of

23          the consumer advocate about the load

24          forecast, and I took from your answers that

25          you weren't aware of there being any

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1           material changes in the island

2           interconnected load forecast from the

3           evidence that's been filed to date in the

4           application. I'll ask ago though. Are—is

5           there—are you aware of there being any

6           material changes in the load forecast?

7 MR. LEBLANC:

8 A.     Actually, those questions were directed to

9          me.

10 MR. COXWORTHY:

11 Q.     Sorry, Mr. LeBlanc.

12 MR. LEBLANC:

13 A.     Not Ms. Williams. I just thought I was off

14          the—that's good. She's answering them for

15          me.

16 MR. COXWORTHY:

17 Q.     Ms. Williams doesn't seem to mind too much,

18          but –

19 MR. LEBLANC:

20 A.     No, the load forecast for the island

21          interconnect system was in March 2017.

22          There was an updated—the most recent update

23          is June 2018. And again, not—and there is a

24          slight decrease in the load forecast of

25          approximately one percent.

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1 MR. COXWORTHY:  
 2 Q. One percent. And where is that decrease?  
 3 Is it a decrease in relation to industrial  
 4 customers' load, a decrease in respective  
 5 retail customers' load? Is it a mix or the  
 6 two?  
 7 MR. LEBLANC:  
 8 A. It's a mix of the two, and for the—again,  
 9 for the industrial customers, Vale is  
 10 probably the only one that's slightly down.  
 11 The rest are fairly constant. So, the rest  
 12 would come from general service and  
 13 residential.  
 14 MR. COXWORTHY:  
 15 Q. So, in terms of understanding that, and you  
 16 say it's about a one-percent decrease?  
 17 MR. LEBLANC:  
 18 A. Just over one.  
 19 (10:00 a.m.)  
 20 MR. COXWORTHY:  
 21 Q. Sure.  
 22 MR. LEBLANC:  
 23 A. But not much.  
 24 MR. COXWORTHY:  
 25 Q. And that's the latest information as of June

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1 -  
 2 MR. LEBLANC:  
 3 A. June 2018.  
 4 MR. COXWORTHY:  
 5 Q. 2018.  
 6 MR. LEBLANC:  
 7 A. Yes.  
 8 MR. COXWORTHY:  
 9 Q. And does that reflect the most recent  
 10 information you have up to June 2018?  
 11 MR. LEBLANC:  
 12 A. Yes, it does.  
 13 MR. COXWORTHY:  
 14 Q. Okay. And I guess I just want to compare  
 15 that to Hydro's evidence. As I understand  
 16 it, Hydro's evidence and this is in  
 17 reference to Schedule 3-I in Volume 1 of the  
 18 Application, that the Newfoundland Power  
 19 forecast for 2018 was 5,824.5 gigawatts,  
 20 gigawatt hours. So, when you say—and I  
 21 realize that's only part of the overall  
 22 forecast, but how much of a reduction has  
 23 there been in that portion of the forecast?  
 24 MR. LEBLANC:  
 25 A. In Newfoundland Power's?

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1 MR. COXWORTHY:  
 2 Q. Yes, based on the June 2018 information.  
 3 MR. LEBLANC:  
 4 A. Again, our June 2018 uses the April 6th, 2018  
 5 forecast from Newfoundland Power, and again,  
 6 there is a slight decrease, and I don't know  
 7 what it is in percent. I haven't done the  
 8 math, but--oh, it is -  
 9 MR. COXWORTHY:  
 10 Q. And is the April 6th information the same  
 11 information as appears in the material that  
 12 I filed yesterday and in particular in  
 13 Appendix C?  
 14 MR. LEBLANC:  
 15 A. From what you filed yesterday, and what we  
 16 received from the April 6th, 2018 forecast  
 17 from Newfoundland Power, it is slightly  
 18 different, but very, very close.  
 19 MR. COXWORTHY:  
 20 Q. Slightly different? Less or more?  
 21 MR. LEBLANC:  
 22 A. Okay, let me do—okay, 2018, the number has  
 23 not changed. 2019, the forecast we received  
 24 from Newfoundland Power had—and this would  
 25 be in the second-last column of what you –

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1 MR. COXWORTHY:  
 2 Q. Oh, of Appendix C?  
 3 MR. LEBLANC:  
 4 A. No, of you submitted yesterday.  
 5 MR. COXWORTHY:  
 6 Q. That's right. And which is Appendix C to –  
 7 MR. LEBLANC:  
 8 A. Oh, okay.  
 9 MR. COXWORTHY:  
 10 Q. To Newfoundland Power's Application.  
 11 MR. LEBLANC:  
 12 A. My thumb was over it. Where you—where it  
 13 was 57.94, we have 58.7. We have the  
 14 existing. The one that's above.  
 15 MR. COXWORTHY:  
 16 Q. So, you don't –  
 17 MR. LEBLANC:  
 18 A. Not the proposed. So -  
 19 MR. COXWORTHY:  
 20 Q. You don't have the proposed?  
 21 MR. LEBLANC:  
 22 A. We don't have when that update was.  
 23 MR. COXWORTHY:  
 24 Q. Okay. So, Hydro's most current forecasts  
 25 are based on what Newfoundland Power has

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1 filed here by way of existing and not -  
 2 MR. LEBLANC:  
 3 A. From what they submitted to Hydro.  
 4 MR. COXWORTHY:  
 5 Q. And not what they've submitted as proposed?  
 6 MR. LEBLANC:  
 7 A. That's correct. And we only received that  
 8 in—don't make a liar of me yet, but, yeah,  
 9 we only received it in June from  
 10 Newfoundland Power.  
 11 MR. COXWORTHY:  
 12 Q. Yes. No, I—certainly I—  
 13 MR. LEBLANC:  
 14 A. Even though it was the April 6th forecast.  
 15 MR. COXWORTHY:  
 16 Q. Sure, it's only be recently reviewed?  
 17 MR. LEBLANC:  
 18 A. Yeah.  
 19 MR. COXWORTHY:  
 20 Q. Can you say whether Hydro will be reviewing  
 21 Newfoundland Power's proposed load forecast  
 22 as they characterized it in Appendix C to  
 23 see what impact it would have on Hydro's  
 24 proposed revenue requirement for 2018 and  
 25 2019?

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1 MR. LEBLANC:  
 2 A. Again, that information will be forwarded to  
 3 our Rates Department. So, Mr. Fagan would  
 4 probably be in a better situation to  
 5 determine the effect on rates.  
 6 MR. COXWORTHY:  
 7 Q. I understand. Do you know whether the  
 8 information that Mr. Fagan is going to be  
 9 filing perhaps by the end of this week is  
 10 going to include a consideration of those  
 11 proposed—  
 12 MR. LEBLANC:  
 13 A. I'm not sure. We just received this  
 14 yesterday afternoon.  
 15 MR. COXWORTHY:  
 16 Q. Okay, no. Thank you. Would it be possible,  
 17 and I guess I'm requesting for an  
 18 undertaking, to provide the actual sale  
 19 figures to Newfoundland Power for 2018 for  
 20 the period of January to June? Is that  
 21 information available? Hydro's sale figures  
 22 to Newfoundland Power?  
 23 MR. LEBLANC:  
 24 A. I'm sure it would be, and we can undertake  
 25 that.

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1 (10:05 a.m.)  
 2 MR. COXWORTHY:  
 3 Q. I will request an undertaking for that.  
 4 MS. GLYNN:  
 5 Q. Noted on the record.  
 6 MR. COXWORTHY:  
 7 Q. And could we have with that a comparison to  
 8 what was forecast for the same period? And  
 9 if we can -  
 10 MR. LEBLANC:  
 11 A. Which forecast?  
 12 MR. COXWORTHY:  
 13 Q. The same, January to June. So, a comparison  
 14 between actual, January to June 2018, versus  
 15 what had been forecasted for that period.  
 16 MR. LEBLANC:  
 17 A. Which forecast?  
 18 MR. COXWORTHY:  
 19 Q. By Hydro.  
 20 MR. LEBLANC:  
 21 A. The GRA forecast?  
 22 MR. COXWORTHY:  
 23 Q. By Hydro's forecast. Yes, the GRA forecast.  
 24 MR. LEBLANC:  
 25 A. Actually, we don't forecast Newfoundland

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1 Power's. We receive it.  
 2 MR. COXWORTHY:  
 3 Q. Well, provide you with the information. So,  
 4 whatever forecast you were using for January  
 5 to June for Newfoundland Power.  
 6 MR. LEBLANC:  
 7 A. So we can compare Newfoundland Power's  
 8 actuals to Newfoundland Power's forecast.  
 9 MR. COXWORTHY:  
 10 Q. January to June, 2018, based on the  
 11 information they provided you. And I think  
 12 you indicated they provided you with  
 13 additional information in April?  
 14 MR. LEBLANC:  
 15 A. They gave us an update in April. They give  
 16 us an annual update on their load forecast.  
 17 MS. GLYNN:  
 18 Q. I'd like to clarify the undertaking. So the  
 19 undertaking is for the actual sales figures  
 20 to Newfoundland Power for the period of  
 21 January to June, and then a comparison of  
 22 that figure to the one that was included in  
 23 the forecast in the GRA.  
 24 MR. COXWORTHY:  
 25 Q. To Hydro's information as to what was

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1 forecast, which I understand would come from  
 2 Newfoundland Power for that same period.  
 3 MR. LEBLANC:  
 4 A. Their last forecast would have been the GRA  
 5 forecast.  
 6 MS. GLYNN:  
 7 Q. Thank you.  
 8 MR. COXWORTHY:  
 9 Q. Thank you. Madam Chair, I believe I'm  
 10 almost completed, if I could be given just a  
 11 moment to review my notes?  
 12 CHAIR:  
 13 Q. Absolutely.  
 14 MR. COXWORTHY:  
 15 Q. Thank you. Mr. LeBlanc, there was an  
 16 additional question I had. In your evidence  
 17 yesterday you were asked by Mr. O'Brien if  
 18 there were any costs for Hydro in the delay  
 19 of the commissioning of the LIL, LTA, and  
 20 your answer was—and this is at page 256 of  
 21 your evidence on July 16th. "It would be  
 22 that we cannot take advantage of the  
 23 recapture energy." You then go on to say,  
 24 "There's a lost opportunity cost with the  
 25 delay." Can you expand on that as to what

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1 has been lost because of a cost to Hydro?  
 2 MR. LEBLANC:  
 3 A. Again, if it was fully commissioned by July  
 4 1, we could have taken full advantage of the  
 5 amount of recapture and now with it still  
 6 being commissioned, we were limited to 45  
 7 for "X" number of hours per day. We  
 8 couldn't take full advantage of that energy  
 9 and so, lost opportunity.  
 10 MR. COXWORTHY:  
 11 Q. So going back to the questions I had for Ms.  
 12 Williams about Table 5 and the additional  
 13 cost of service information and the rough or  
 14 preliminary update, we'll call it, that she  
 15 was able to provide of those figures. If  
 16 the line had been operational July 1st, fully  
 17 operational and to bring in as much power as  
 18 had been anticipated, I think Ms. Williams,  
 19 perhaps, would have to answer this as well,  
 20 would that number be even higher for 2018  
 21 than the number you provided us with if  
 22 there had been an ability to bring that  
 23 recapture energy to the Island?  
 24 MS. WILLIAMS:  
 25 A. I think the math would have to sort of work

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1 out because the earlier we would have access  
 2 to the commissioning perspective we would be  
 3 paying for the O&M costs and depending on  
 4 the timing of when we would bring that in,  
 5 recapture would be coming in and it is  
 6 certainly very cheap energy, but for  
 7 example, if Holyrood is already offline,  
 8 what we'd basically be doing in the summer  
 9 is potentially delaying Holyrood on start up  
 10 in the fall, so that might have been  
 11 occurring anyway, so I have not had the  
 12 group do an analysis of the lost  
 13 opportunity.  
 14 MR. COXWORTHY:  
 15 Q. No, and you're explaining it, though I can  
 16 certainly understand is not sort of a  
 17 straight comparison.  
 18 MS. WILLIAMS:  
 19 A. Correct.  
 20 MR. COXWORTHY:  
 21 Q. You'd have to take in all those factors into  
 22 account.  
 23 MS. WILLIAMS:  
 24 A. Right, so I'm not sure, is it a true fully  
 25 lost opportunity? Obviously if you have

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1 access, you can appreciate that access, but  
 2 is it a financial necessary lost  
 3 opportunity? I haven't had that analysis  
 4 completed.  
 5 MR. COXWORTHY:  
 6 Q. Were the firm contracts that you referred to  
 7 that were entered into, were they entered  
 8 into, at least in part, to fill that hole,  
 9 if I can put it that way?  
 10 MS. WILLIAMS:  
 11 A. The hole of the delay?  
 12 MR. COXWORTHY:  
 13 Q. Of not having as much recapture energy in  
 14 2018 as you would have originally  
 15 anticipated.  
 16 MS. WILLIAMS:  
 17 A. No, no. Those contracts were, they were  
 18 started to be pursued earlier last year,  
 19 actually, in 2017, so the timing of the  
 20 several month delay and the official  
 21 commissioning wouldn't have been understood  
 22 or contemplated when we started to look for  
 23 the firm contracts for the coming seasons.  
 24 MR. COXWORTHY:  
 25 Q. And would it be fair to say, again, I don't

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1 think this is confidential information at a  
 2 high level, that the cost of the energy that  
 3 is being purchased under those firm  
 4 contracts is higher than the cost of  
 5 recapture energy, at least before you take  
 6 into account the LIL, LTA, O&M costs.  
 7 MS. WILLIAMS:  
 8 A. Oh yeah, there's not much cheaper than .2  
 9 cents.  
 10 MR. COXWORTHY:  
 11 Q. That's right. And what you're alluding to,  
 12 though, is you would have to factor in then  
 13 the LIL, LTA cost to arrive at, I guess a  
 14 true cost of recapture—of bringing recapture  
 15 energy to –  
 16 MS. WILLIAMS:  
 17 A. Yeah, it all goes into the bucket of how we  
 18 do all of our supply costs.  
 19 MR. COXWORTHY:  
 20 Q. I'm not going to ask you to try and do that  
 21 on the stand.  
 22 MS. WILLIAMS:  
 23 A. Thank you.  
 24 MR. COXWORTHY:  
 25 Q. Thank you, I have no further questions.

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1 CHAIR:  
 2 Q. Thank you, Mr. Coxworthy. Ms. Greene, are  
 3 you ready to start?  
 4 GREENE, Q.C.:  
 5 Q. Yes, Madam Chair. Good morning panel  
 6 members.  
 7 MS. WILLIAMS:  
 8 A. Good morning.  
 9 MR. LEBLANC:  
 10 A. Good morning.  
 11 MR. GARDINER:  
 12 A. Good morning.  
 13 GREENE, Q.C.:  
 14 Q. The first question that I had concerned  
 15 embedded contractors and I don't think we  
 16 need to go there, but in the responses to a  
 17 number of requests for information, such as  
 18 PUB-NLH-136 and again in Mr. Gardiner's  
 19 evidence on July 16th, he talked about  
 20 embedded contractors in terms of the capital  
 21 program.  
 22 MR. GARDINER:  
 23 A. Yes.  
 24 GREENE, Q.C.:  
 25 Q. Is that the only area in which Hydro uses

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1 embedded contractors?  
 2 MR. GARDINER:  
 3 A. No, it is not.  
 4 GREENE, Q.C.:  
 5 Q. What are the other areas?  
 6 MR. GARDINER:  
 7 A. The other areas are, I believe there's one  
 8 that is a regulatory, in regulatory and  
 9 there are some embedded contractors that we  
 10 use to execute the Exploit's profile.  
 11 GREENE, Q.C.:  
 12 Q. So those would be individuals or companies  
 13 providing services that are considered to be  
 14 operating expenses, is that correct?  
 15 MR. GARDINER:  
 16 A. The Exploit's would be part of the capital  
 17 program that we're executing and as well as  
 18 the, well the other one would be the  
 19 regulatory, would be operating, that's  
 20 correct. I believe we answered an RFI on  
 21 what the revenue requirements were for that,  
 22 I believe.  
 23 GREENE, Q.C.:  
 24 Q. Where would those types of expenses appear  
 25 for the regulatory? Would it be in

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1 professional services or in labour costs?  
 2 MR. GARDINER:  
 3 A. I'm not sure of that answer, we can  
 4 certainly find that out.  
 5 GREENE, Q.C.:  
 6 Q. To your knowledge are those the only areas  
 7 that Hydro would use embedded contractors?  
 8 MR. GARDINER:  
 9 A. There's one more, Norman's Bay in operating,  
 10 we have a standing offer or standing  
 11 contract with the operator that's there  
 12 that's providing a service for us. That, to  
 13 my knowledge, are the only ones that we  
 14 have. The bulk, as I say, would be in the  
 15 capital program under Hydro.  
 16 GREENE, Q.C.:  
 17 Q. Does Hydro employ temporary employees on a  
 18 contract basis to provide services, whether  
 19 it's human resources or regulatory or  
 20 finance? And if so, how would they be  
 21 viewed differently than an embedded  
 22 contractor?  
 23 (10:15 a.m.)  
 24 MR. GARDINER:  
 25 A. I'm trying to think how to explain that. We

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1 do have temporary employees that we hire,  
 2 seasonal employees that we do hire to be  
 3 under temporary, what we would call a  
 4 permanent FTE or temporary FTE, such things  
 5 as line inspectors, we would have people in  
 6 the operation's field that we would hire  
 7 during the maintenance seasons, such things  
 8 as that, but they are in our labour costs, I  
 9 believe, and in our budgets and they're  
 10 budgeted through our FTEs and they, as I  
 11 said before, when we want to bring those  
 12 people on, they would be gone through the  
 13 same process of hiring as any employee.  
 14 GREENE, Q.C.:  
 15 Q. And I guess Ms. Hutchens would be the person  
 16 to pursue this line of questioning with,  
 17 would she, with respect to other, how you  
 18 would treat –  
 19 MR. GARDINER:  
 20 A. The revenue requirement?  
 21 GREENE, Q.C.:  
 22 Q. No, how, in terms of the hiring, what's the  
 23 difference between an embedded contractor  
 24 and a temporary employee for non-capital  
 25 programs.

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1 MR. GARDINER:  
 2 A. In non-capital programs?  
 3 GREENE, Q.C.:  
 4 Q. You mentioned there's one in regulatory?  
 5 MR. GARDINER:  
 6 A. Yes, there is.  
 7 GREENE, Q.C.:  
 8 Q. And to your knowledge that's the only one,  
 9 is it?  
 10 MR. GARDINER:  
 11 A. That would be, and plus the Norman's Bay  
 12 operator.  
 13 GREENE, Q.C.:  
 14 Q. Norman's Bay, okay. And that, I can pursue  
 15 with Ms. Hutchens if there's any others.  
 16 MR. GARDINER:  
 17 A. There, to my knowledge there is not.  
 18 GREENE, Q.C.:  
 19 Q. And to your knowledge then, other than  
 20 seasonal employees such as line inspectors,  
 21 does Hydro have any temporary employees?  
 22 MR. GARDINER:  
 23 A. There would be line inspectors, there's be  
 24 people that would be hired, like Co-op  
 25 students who we would have as temporaries.

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1 There'd be, I'm trying to think of some of  
 2 the classifications –  
 3 GREENE, Q.C.:  
 4 Q. So there's no more long-term temporaries?  
 5 MR. GARDINER:  
 6 A. Other than the—no, not that I'm aware of,  
 7 and like they would be seasonal workers that  
 8 would come on, particularly in engineering  
 9 what we would do is we have line inspectors  
 10 that are union positions and as the work  
 11 they brought on and laid off as the work  
 12 requires for them to do that, much the same  
 13 as in Mr. LeBlanc's there even when we look  
 14 at, you know, maintenance workers and EMAs  
 15 and any techs like that, protection and  
 16 control to do the –  
 17 GREENE, Q.C.:  
 18 Q. And these would be the seasonal type of  
 19 workers?  
 20 MR. GARDINER:  
 21 A. Seasonal type, that's correct, yeah.]  
 22 GREENE, Q.C.:  
 23 Q. Thank you. The next area I wanted to talk  
 24 about is off-island purchases and there have  
 25 already been a number of questions with

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1 respect to that, but there are still some  
 2 that I would like to pursue. You are aware  
 3 that there is an issue with respect to the  
 4 Board's jurisdiction to deal with the off-  
 5 island purchases, including the costs  
 6 associated with getting those purchases, I  
 7 assume, are you?  
 8 MS. WILLIAMS:  
 9 A. Sorry, just to be clear, the issue is with  
 10 getting the purchases in or with using the  
 11 Labrador Island Link as the conduit and the  
 12 operating costs associated with that? I  
 13 just want to make sure I'm clear.  
 14 GREENE, Q.C.:  
 15 Q. There was a decision of the Board on a  
 16 motion raised by the Consumer Advocate with  
 17 respect to the Board's jurisdiction to allow  
 18 the recovery of operating and maintenance  
 19 costs, and are you familiar with, not the  
 20 legal issues involved, but with the fact  
 21 that that is an issue?  
 22 MS. WILLIAMS:  
 23 A. Yes.  
 24 GREENE, Q.C.:  
 25 Q. And what I would like to do is explore with

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1 you, through questioning, some of the issues  
 2 that the Board raised in their order where  
 3 they indicated they needed additional  
 4 evidence to be able to properly answer that  
 5 question that the Consumer Advocate had  
 6 raised. So some of the questions are  
 7 designed to address those gaps or  
 8 deficiencies in Hydro's evidence that the  
 9 Board now had identified in that order.  
 10 MS. WILLIAMS:  
 11 A. Okay.  
 12 GREENE, Q.C.:  
 13 Q. First with respect to your off-island  
 14 purchases, if we could talk first about the  
 15 purchases over the Labrador Island Link and  
 16 I would like to break them down into the two  
 17 that you currently have. So if we could  
 18 talk first about the recaptured energy,  
 19 there currently is a contact in place  
 20 between Hydro and CF(L)Co for the purchase—  
 21 for Churchill Falls Labrador Corporation  
 22 Limited for the purchase of that power and  
 23 energy, is that correct?  
 24 MS. WILLIAMS:  
 25 A. Correct.

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1 GREENE, Q.C.:  
 2 Q. So in that particular arrangement, Hydro  
 3 deals directly with CF(L)Co, is that  
 4 correct?  
 5 MS. WILLIAMS:  
 6 A. Deals with it from a dispatch perspective.  
 7 GREENE, Q.C.:  
 8 Q. The contractual arrangements are what I will  
 9 be talking about first before I get to how  
 10 it works. So you have a contract with  
 11 CF(L)Co, Hydro directly does.  
 12 MS. WILLIAMS:  
 13 A. Yes.  
 14 GREENE, Q.C.:  
 15 Q. You do not use Nalcor Energy Marketing to  
 16 arrange that purchase for you?  
 17 MS. WILLIAMS:  
 18 A. I want to say no, but I mean, the energy  
 19 exists, so we know it's there and we  
 20 dispatch it, so we actually would work  
 21 through the same, you know, process that we  
 22 currently have is that we know with the  
 23 delivery we haven't officially started  
 24 taking, it's the commissioning energy that  
 25 we're bringing down now, as opposed to the

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1 full future contract of recapture with the  
 2 Labrador Island Link O&M costs, so I feel  
 3 I'm not answering your question,  
 4 understanding it and then answering it very  
 5 clearly.  
 6 GREENE, Q.C.:  
 7 Q. And I'm trying to get—one of the issues that  
 8 was raised by the Board in the order is who  
 9 are the contracting parties, who is Hydro  
 10 receiving the service from and who was Hydro  
 11 paying for the service that it receives,  
 12 because it goes to—which I will not get into  
 13 with you, parties listed that are exempt in  
 14 the Order-in-Council, so one of the  
 15 important things for the record is who are  
 16 the contracting parties that Hydro has the  
 17 commitment, legal commitments to. So if we  
 18 go back, the contract to purchase the  
 19 recapture energy is between Hydro and  
 20 Churchill Falls Labrador Corporation  
 21 Limited, is that correct?  
 22 MS. WILLIAMS:  
 23 A. Yes.  
 24 GREENE, Q.C.:  
 25 Q. In terms of how you plan it and include it

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1 in your production planning, it's just one  
 2 part of the bucket that you deal with  
 3 overall with the system operator and with  
 4 Nalcor Energy Marketing, is that what –  
 5 MS. WILLIAMS:  
 6 A. Sorry, yes, that's what I was trying to  
 7 explain. I'm sorry about that.  
 8 GREENE, Q.C.:  
 9 Q. And in terms of the price for that energy,  
 10 you've already testified as .2 cents a  
 11 kilowatt hour, which is very cheap.  
 12 MS. WILLIAMS:  
 13 A. Correct.  
 14 GREENE, Q.C.:  
 15 Q. In terms of the actual amount of recapture  
 16 and here I would like to go back again to  
 17 the additional cost of service information  
 18 that was filed in March on page 7, Table 5,  
 19 which has been brought—you've been brought  
 20 to that now by Mr. O'Brien and by Mr.  
 21 Coxworthy, and I'm afraid I'm still confused  
 22 based on, and I have to take you to some of  
 23 your transcript references yesterday.  
 24 MS. WILLIAMS:  
 25 A. Okay.

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1 GREENE, Q.C.:

2 Q. So this was what Hydro—and I want to deal

3 with recapture energy first and only that.

4 When Hydro filed this in March, you’re

5 forecasting, well it’s 388 kilowatt hours

6 assuming a July 1st in-service date for the

7 LIL, is that correct?

8 MS. WILLIAMS:

9 A. Correct.

10 GREENE, Q.C.:

11 Q. And at that time you were only forecasting

12 the purchases from CF(L)Co, is that correct?

13 MS. WILLIAMS:

14 A. Yes, and then separately, I know you

15 mentioned we’re going to deal with market

16 purchase as well, but that was just for

17 recapture, there was obviously no Muskrat,

18 yes.

19 GREENE, Q.C.:

20 Q. And since that time you have entered into,

21 you have made arrangements to purchase an

22 additional amount to come over the Labrador

23 Island Link, is that correct?

24 MS. WILLIAMS:

25 A. That is correct.

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1 GREENE, Q.C.:

2 Q. And who has Hydro made that contractual

3 commitment with?

4 MS. WILLIAMS:

5 A. We can contracted, well Nalcor Energy

6 Marketing has the contract and we will

7 receive that energy through Nalcor Energy

8 Marketing.

9 GREENE, Q.C.:

10 Q. So your arrangement to buy the power on your

11 behalf is with Nalcor Energy Marketing?

12 MS. WILLIAMS:

13 A. Correct.

14 GREENE, Q.C.:

15 Q. In terms of the amount and if we could go to

16 the transcript of yesterday, July 17th at

17 page 14. Mr. O’Brien was asking you

18 questions as to the forecast and for what is

19 available over the Labrador Island Link,

20 what is the current forecast given the new

21 contractual arrangement you have with Nalcor

22 Energy Marketing, and there if you look at,

23 the question was on line 5—I’m sorry, down

24 in line 11, in terms of the full gigawatt

25 hours for recapture and he mentioned the 388

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1 that we just saw in Table 5, and your answer

2 was, “The new forecast is”—down in line 18,

3 “The new forecast is closer to 500 for

4 recapture.”

5 MS. WILLIAMS:

6 A. Yes.

7 GREENE, Q.C.:

8 Q. And the number we got from Mr. Coxworthy a

9 few moments ago was, I don’t think, that’s

10 why I wanted to clarify the breakdown.

11 MS. WILLIAMS:

12 A. Sure.

13 GREENE, Q.C.:

14 Q. So is it 500 gigawatt hours for 2018 for

15 both recapture and for the additional amount

16 from Nalcor Energy Marketing from the firm

17 contract.

18 MS. WILLIAMS:

19 A. We’ll just sort of give a little bit of an

20 explanation about the different numbers and

21 how we’ve been having different numbers.

22 Obviously I’m here for the week and we do

23 have some people who are working on the

24 evidence and the 388, which was in the cost

25 of service, that was recapture only. In

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1 addition to the 388 was the 93, which was

2 the Maritime Link which I know we haven’t

3 gone there yet, and then –

4 BROWNE, Q.C.:

5 Q. Excuse me, could you say that again? In

6 addition?

7 MS. WILLIAMS:

8 A. Sorry. In addition to the recapture, which

9 I apologize because Ms. Greene hasn’t, she

10 wanted to do recapture first, so I shouldn’t

11 have even mentioned what the original plan

12 was for the Maritime Link –

13 GREENE, Q.C.:

14 Q. And we will get there, I’m just trying to

15 sort it out by contract and by the

16 contracting party and amounts.

17 MS. WILLIAMS:

18 A. I know, it’s confusing because the numbers

19 are sliced and diced several different ways

20 because there’s—we talked about imports

21 generally and imports generally is now

22 recapture, Maritime Link imports and

23 Labrador Island Link imports, and Labrador

24 Island Link can be a slice between recapture

25 and contract of purchases, so it ends up

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1 we're getting, slicing and dicing at several  
 2 different ways, so depending on the question  
 3 and if I answer it accurately, it might look  
 4 like a different number. So the 500 that I  
 5 mentioned yesterday was in response to the  
 6 recapture question that Mr. O'Brien had, and  
 7 the new number that I have, which might  
 8 fluctuate slightly again because I know that  
 9 the team is working on the evidence this  
 10 week, so it's just the magnitude, it's in  
 11 the range of 500 for recapture only for  
 12 2018.  
 13 GREENE, Q.C.:  
 14 Q. Without the additional firm contract  
 15 arranged through Nalcor Energy Marketing?  
 16 MS. WILLIAMS:  
 17 A. Contact and supply, correct, yeah, just the  
 18 recapture. And the difference between the  
 19 388 and the near 500 is the benefit we're  
 20 seeing by the fill the LIL concept that we  
 21 talked about, because we now have additional  
 22 capacity that we can use. We can now bring  
 23 more of the cheaper recapture and we'll  
 24 bring that down first, and so that is why  
 25 we've gone from 388 to 500, but again,

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1 that's recapture only.  
 2 GREENE, Q.C.:  
 3 Q. If we add on your second source for over the  
 4 LIL which is the new arrangement for the  
 5 firm power, how much will that add?  
 6 MS. WILLIAMS:  
 7 A. Okay, so for this coming winter –  
 8 GREENE, Q.C.:  
 9 Q. For 2018.  
 10 MS. WILLIAMS:  
 11 A. In the cost of service or the new evidence?  
 12 Sorry.  
 13 GREENE, Q.C.:  
 14 Q. No, from an operational perspective, we'll  
 15 be talking to Mr. Fagan about how he takes  
 16 the inputs that presumably you give him and  
 17 to turn it through the cost of service.  
 18 MS. WILLIAMS:  
 19 A. Correct.  
 20 GREENE, Q.C.:  
 21 Q. But from your operational perspective, what  
 22 are you expecting to receive from the new  
 23 power contract that we only became aware of  
 24 recently.  
 25 MS. WILLIAMS:

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1 A. But as will be filed on Friday, yes, okay.  
 2 GREENE, Q.C.:  
 3 Q. And hopefully it will be, I'm only looking  
 4 for an approximate number and for the source  
 5 of each, well each of your sources and who  
 6 the source is supplying it.  
 7 MS. WILLIAMS:  
 8 A. Okay, so the total imports which is all the  
 9 imports, which is the Maritime Link, the –  
 10 GREENE, Q.C.:  
 11 Q. No, I'm still –  
 12 MS. WILLIAMS:  
 13 A. I'm sorry.  
 14 GREENE, Q.C.:  
 15 Q. We're going to eat this pie once slice at a  
 16 time, how's that?  
 17 MS. WILLIAMS:  
 18 A. That's why I had to be so deliberate, like,  
 19 okay, which table are we talking about. I'm  
 20 sorry for being all over the place.  
 21 GREENE, Q.C.:  
 22 Q. And the reason is, it's not to confuse you,  
 23 it's to go back to making sure the  
 24 jurisdiction of the Board is there with  
 25 respect to what are the contracts, who are

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1 the contracting parties, are they caught by  
 2 the exemption order. So it is important,  
 3 the sources of the power arrangement.  
 4 MS. WILLIAMS:  
 5 A. And this is a message creating evidence, we  
 6 have to make sure this is very clear in the  
 7 evidence on Friday.  
 8 GREENE, Q.C.:  
 9 Q. Okay, so now we're still at the—we're going  
 10 to the second slice of the pie, the second  
 11 source over the Labrador Link, how much?  
 12 MS. WILLIAMS:  
 13 A. The second source over the Labrador Island  
 14 Link?  
 15 GREENE, Q.C.:  
 16 Q. How much do you forecast to receive in 2018?  
 17 MS. WILLIAMS:  
 18 A. I don't believe I've been given that slice,  
 19 what I do have, which we can probably, in  
 20 theory, back calculate and I'm a bit nervous  
 21 about doing it. I'm really trying to walk  
 22 the line of what I can say from a  
 23 confidentiality prospect of it, I'll say  
 24 these two numbers in the previous cost of  
 25 service evidence that was filed, the

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1 additional evidence, we were anticipating  
 2 135 gigawatt hours of market purchases. I  
 3 hope I'm not going too far.  
 4 GREENE, Q.C.:  
 5 Q. Even though it was called recapture?  
 6 MS. WILLIAMS:  
 7 A. No, that's market purchases, that's over and  
 8 above recapture.  
 9 GREENE, Q.C.:  
 10 Q. But in what block, if we go back to Table 5,  
 11 you only had two blocks there, tell me which  
 12 block you're talking about?  
 13 MS. WILLIAMS:  
 14 A. Right, so that was the '18 and '19, so that  
 15 was 93, so in the old cost of service we had  
 16 93 –  
 17 GREENE, Q.C.:  
 18 Q. Can we just go back for a moment? So we see  
 19 that this is what Hydro told us when they  
 20 filed in March, and we're going to get some  
 21 recapture which would have to come from the  
 22 Labrador Island Link, and then you were  
 23 going to get Maritime Link purchases, you  
 24 were going to get –  
 25 MS. WILLIAMS:

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1 A. 93.  
 2 GREENE, Q.C.:  
 3 Q. Right. So I'm still talking about what's  
 4 available over the LIL, right, so when you  
 5 say additional market purchases, are you  
 6 talking about what you had included in 388  
 7 or 93 for Maritime Link?  
 8 MS. WILLIAMS:  
 9 A. Right, so when I talk about market purchases  
 10 that is not recapture. So when we say –  
 11 GREENE, Q.C.:  
 12 Q. But were you going to bring it from  
 13 Labrador, were you going to bring it from  
 14 Nova Scotia?  
 15 MS. WILLIAMS:  
 16 A. So, yeah, that –  
 17 GREENE, Q.C.:  
 18 Q. Were you contemplating additional power  
 19 arrangement from Labrador when you filed  
 20 this in March?  
 21 MS. WILLIAMS:  
 22 A. No.  
 23 GREENE, Q.C.:  
 24 Q. Okay, so your additional market purchases  
 25 would have had to come from the Maritime

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1 Link that you're talking about?  
 2 MS. WILLIAMS:  
 3 A. Not necessarily because the contract that we  
 4 could bring in could be from anywhere, but  
 5 when this was filed, we did not include in  
 6 it a market purchase—sorry, an additional  
 7 firm contract over either link, whether it  
 8 was –  
 9 GREENE, Q.C.:  
 10 Q. Did you include market interruptible  
 11 arrangements from Labrador?  
 12 MS. WILLIAMS:  
 13 A. No.  
 14 GREENE, Q.C.:  
 15 Q. Okay, so at the time you filed, you had  
 16 forecast 388 gigawatt hours over the  
 17 Labrador Island Link for 2018, and now the  
 18 new forecast is for recapture you believe is  
 19 going to be, you're expecting from an  
 20 operational perspective 500 gigawatt hours  
 21 in 2018.  
 22 MS. WILLIAMS:  
 23 A. Of recapture.  
 24 GREENE, Q.C.:  
 25 Q. Yes.

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1 MS. WILLIAMS:  
 2 A. Correct.  
 3 GREENE, Q.C.:  
 4 Q. So my additional question then, if that 388  
 5 was all recall and now we have an additional  
 6 contract, how much do you expect to get from  
 7 your second source over the Labrador Island  
 8 Link for 2018?  
 9 (10:30 a.m.)  
 10 MS. WILLIAMS:  
 11 A. Right, so I was just going to say a few  
 12 moments ago that the market purchases, so  
 13 we've got recapture and if we had the  
 14 contract signed when we filed this evidence  
 15 in March, in service say in Maritime Link  
 16 purchases, we would have likely had market  
 17 purchases listed there, and it would have  
 18 been a combination of several sources, it  
 19 could be two sources, it would be twenty  
 20 sources. And the additional contracts that  
 21 we now have in place since March are  
 22 changing the 93 that you see in Table 5,  
 23 plus 41, that number of about, I think it's  
 24 135ish, are changing to 220 gigawatt hours  
 25 over the next two years, so the market

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1 purchases, which is over both the Maritime  
 2 Link as well as the contracted firm supply,  
 3 that is now going to be 220 gigawatt hours.  
 4 GREENE, Q.C.:  
 5 Q. In 2018?  
 6 MS. WILLIAMS:  
 7 A. In both years.  
 8 GREENE, Q.C.:  
 9 Q. So the total available will be 720 of  
 10 forecasting for 2018, which is different  
 11 than what we just heard.  
 12 MS. WILLIAMS:  
 13 A. No, the, sorry, since I've been here this  
 14 week and again, I haven't been looking at  
 15 all the detail, I was given a total number  
 16 for imports of 606 which is recapture and  
 17 market purchases for 2018.  
 18 GREENE, Q.C.:  
 19 Q. So what's the 500 that we just –  
 20 MS. WILLIAMS:  
 21 A. Recapture only. There's two components for  
 22 the imports, one is recapture and one is  
 23 market purchases, and the subcomponents of  
 24 the market purchases is non-firming firm and  
 25 we now have the contract at supply, which is

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1 firm, and we have other spot purchases which  
 2 is non-firm.  
 3 GREENE, Q.C.:  
 4 Q. If we can go back to the amount that you're  
 5 forecasting for 2018 from the Labrador  
 6 Island Link, are you able—you had it broken  
 7 down in terms of recall, plus market  
 8 purchases without a further breakdown  
 9 between what's coming from the Maritime Link  
 10 and what's coming from the Labrador Island  
 11 Link, is that correct?  
 12 MS. WILLIAMS:  
 13 A. Correct. Again, I was given for what's  
 14 being filed on Friday, I do not have the  
 15 breakdown of between –  
 16 GREENE, Q.C.:  
 17 Q. Market purchases over the Maritime Link  
 18 versus over the LIL.  
 19 MS. WILLIAMS:  
 20 A. I've got some information, but it's, you  
 21 know, it's to be finalized on Friday.  
 22 (10:34 a.m.)  
 23 GREENE, Q.C.:  
 24 Q. I wonder can we have it as an undertaking  
 25 then to provide the breakdown for –

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1 MS. WILLIAMS:  
 2 A. And we'll be certain to include it as  
 3 clearly as possible in the evidence on  
 4 Friday as well.  
 5 GREENE, Q.C.:  
 6 Q. Okay, in terms of talking about the new  
 7 purchase, you've indicated the additional  
 8 source of, you can now access in addition to  
 9 the power from CF(L)Co, you can access power  
 10 through Nalcor Energy Marketing over the  
 11 Labrador Island Link, you haven't actually  
 12 accessed that yet, have you?  
 13 MS. WILLIAMS:  
 14 A. We're getting—over the Labrador Island Link?  
 15 GREENE, Q.C.:  
 16 Q. From the new source of power.  
 17 MS. WILLIAMS:  
 18 A. No, that will be later this fall.  
 19 GREENE, Q.C.:  
 20 Q. Okay, and is there a contract actually in  
 21 place with Nalcor Energy Marketing and Hydro  
 22 with respect to that purchase?  
 23 MS. WILLIAMS:  
 24 A. We would be executing a relationship under  
 25 the existing contract that we have.

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1 GREENE, Q.C.:  
 2 Q. There was a contract filed with respect to  
 3 the Maritime Link and we can go to it if  
 4 necessary, where it dealt with only the  
 5 Maritime Link, is there a broader contract  
 6 of the arrangement between Hydro and Nalcor  
 7 Energy Marketing?  
 8 MS. WILLIAMS:  
 9 A. It's been modified to address the additional  
 10 supply and if it has not been put on the  
 11 record, we will put that on the record.  
 12 (10:36 a.m.)  
 13 GREENE, Q.C.:  
 14 Q. Can I have that as an undertaking to file  
 15 that contract, please?  
 16 MS. WILLIAMS:  
 17 A. Absolutely.  
 18 GREENE, Q.C.:  
 19 Q. And I believe you've also indicated today  
 20 that you do not foresee any additional  
 21 amounts with respect to the Labrador Island  
 22 Link for 2018.  
 23 MS. WILLIAMS:  
 24 A. I'm sorry, could you repeat that? There was  
 25 a noise.

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1 GREENE, Q.C.:

2 Q. We know we have two sources of power to come

3 over the Labrador Island Link, recall you

4 get directly from CF(L)Co and the second

5 sources is a new firm power contract Nalcor

6 Energy Marketing has arranged on your

7 behalf.

8 MS. WILLIAMS:

9 A. Yes.

10 GREENE, Q.C.:

11 Q. Do you foresee any other purchases over the—

12 only the Labrador Island Link in 2018?

13 MS. WILLIAMS:

14 A. Not necessarily today, but we would

15 certainly, if the LIL was not filled for

16 some reason, but this contract fills the LIL

17 for us, we could indeed ask Nalcor

18 Intermarketing to source additional economic

19 energy, but at this point we're anticipating

20 the LIL to be filled to its capacity.

21 GREENE, Q.C.:

22 Q. And that would be the same for 2019, is that

23 correct?

24 MS. WILLIAMS:

25 A. Correct.

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1 GREENE, Q.C.:

2 Q. Okay. In determining when you will purchase

3 the additional amount from the Labrador

4 Island Link, you already have given evidence

5 that Hydro looks to a purchase where it is

6 more economic or there's a lower cost that

7 their current operation. Is that correct?

8 MS. WILLIAMS:

9 A. Correct.

10 GREENE, Q.C.:

11 Q. Okay. Do you have any target as to how you

12 determine when you will agree to purchase

13 Nalcor Energy Marketing arranges on your

14 behalf?

15 MS. WILLIAMS:

16 A. You mean, do we tell them it has to be this

17 price before we would purchase?

18 GREENE, Q.C.:

19 Q. Or when they come back to you, do you have a

20 guideline or a target that that price must

21 meet before you will agree to the purchase?

22 MS. WILLIAMS:

23 A. Yes, we would complete, our manager of

24 Resources and Production Planning, that

25 group, they would receive the suggested

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1 price that Nalcor Energy Marketing would

2 bring back and they'd complete an analysis

3 on that price and what the product is that

4 is coming back. So, it's this many hours at

5 this many megawatts and we would put that

6 through our analysis and determine is it

7 indeed cheaper than we can dispatch? For

8 example, is it indeed cheaper than running a

9 gas turbine for, you know, a minimum period

10 of time? And that would—we basically had to

11 beat our own ability to dispatch and the

12 cost that would be incurred. So, that would

13 be the target that we would want to make

14 sure we are cheaper than that.

15 GREENE, Q.C.:

16 Q. And so you have any guideline as to how much

17 cheaper it has to be?

18 MS. WILLIAMS:

19 A. No, I think in our evidence we've estimated,

20 at least on the Maritime Lin, we've wanted

21 it to be at least 10 percent. And we

22 included that in the costs, but it has to be

23 always cheaper. We don't say don't come and

24 talk to us, we won't buy unless it's 20

25 percent or 30 percent cheaper. We don't

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1 have any targets set in that fashion.

2 GREENE, Q.C.:

3 Q. And so 10 percent is not even a target. It

4 could be five percent cheaper and as long as

5 it's cheaper, that's satisfactory?

6 MS. WILLIAMS:

7 A. Yes.

8 GREENE, Q.C.:

9 Q. Okay. With respect to the small amounts you

10 have received over the Labrador Island Link

11 for testing purposes, has there been

12 anything paid to anybody with respect to the

13 power purchase cost?

14 MS. WILLIAMS:

15 A. I think this is the middle of—not I think, I

16 know this is the middle of July, but we just

17 really started receiving that through June.

18 I have not seen an invoice myself. And so

19 normally, it would be a period of time

20 following the end of the month that you

21 would receive it. So, I haven't seen any

22 invoice for that. I think Ms. Hutchens

23 might know exactly how that invoicing is

24 going to come.

25 GREENE, Q.C.:

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1 Q. Would the intent be to pay CF(L)Co. for the  
 2 power used during the commissioning period?  
 3 MS. WILLIAMS:  
 4 A. We would pay for the .2 cent energy.  
 5 GREENE, Q.C.:  
 6 Q. With respect to the transmission costs  
 7 associated with the transfers over the LIL,  
 8 has there been anything or is it  
 9 contemplated that anything will be paid for  
 10 the transmission of, what I'll call the  
 11 commissioning energy?  
 12 MS. WILLIAMS:  
 13 A. No, we're not paying until later in this  
 14 year when it's up to the full, reliable—Mr.  
 15 LeBlanc might be able to say exactly the  
 16 criteria, but we're not paying until later  
 17 this year.  
 18 GREENE, Q.C.:  
 19 Q. So, there's been no payments for  
 20 transmission costs nor are any intended at  
 21 this point?  
 22 MS. WILLIAMS:  
 23 A. Correct.  
 24 GREENE, Q.C.:  
 25 Q. Okay. With respect to the transmission

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1 costs for the LIL, Mr. LeBlanc, you  
 2 testified yesterday that the forecast has  
 3 decreased to 8.3 million dollars for the  
 4 operating and maintenance costs, is that  
 5 correct?  
 6 MR. LEBLANC:  
 7 A. Yes, for the 2018 test year.  
 8 GREENE, Q.C.:  
 9 Q. And a slight decrease for 2011 at 51.3  
 10 million, is that correct?  
 11 MR. LEBLANC:  
 12 A. Yes.  
 13 GREENE, Q.C.:  
 14 Q. The 8.3 million dollar forecast for 2018,  
 15 that's based on an assumed in-service date  
 16 or commissioning date for the LIL, is it?  
 17 MR. LEBLANC:  
 18 A. That's correct. It was a proration from the  
 19 previous number that was there.  
 20 GREENE, Q.C.:  
 21 Q. Now, yesterday you had mentioned that the  
 22 in-service date is contemplated for the  
 23 third quarter of 2018, is that correct?  
 24 MR. LEBLANC:  
 25 A. No, it would be in October.

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1 GREENE, Q.C.:  
 2 Q. Okay, so which would be –  
 3 MR. LEBLANC:  
 4 A. Sometime--we're expecting late October of  
 5 2018.  
 6 GREENE, Q.C.:  
 7 Q. So that would be fourth quarter?  
 8 MR. LEBLANC:  
 9 A. Fourth quarter.  
 10 GREENE, Q.C.:  
 11 Q. Okay. And this morning you had indicated  
 12 that the software which is critical will not  
 13 be received until September 30, is that  
 14 correct?  
 15 MR. LEBLANC:  
 16 A. In September, later September.  
 17 GREENE, Q.C.:  
 18 Q. And I believe you also indicated that it  
 19 would be a period of weeks for  
 20 commissioning?  
 21 MR. LEBLANC:  
 22 A. Yes.  
 23 GREENE, Q.C.:  
 24 Q. So, the most recent date you believe for in-  
 25 service is late October.

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1 MR. LEBLANC:  
 2 A. It would be in October sometime.  
 3 GREENE, Q.C.:  
 4 Q. At the time the 8.3 million forecast was  
 5 determined for the 2018 costs, what in-  
 6 service date was used?  
 7 MR. LEBLANC:  
 8 A. Let me check if there is an exact date on  
 9 that. I do not have an exact date. It just  
 10 shows it beginning in October.  
 11 GREENE, Q.C.:  
 12 Q. I believe you've also testified that the  
 13 reason for the delay from the July 1  
 14 commissioning date to this later date in  
 15 October is a software issue, is that  
 16 correct?  
 17 MR. LEBLANC:  
 18 A. They are getting new software.  
 19 GREENE, Q.C.:  
 20 Q. Liberty, in its monitoring reports with  
 21 respect to the LIL identified a software  
 22 issue with GE Grid which was off the  
 23 converter stations, is this is the same  
 24 software that you're referring to? They had  
 25 indicated that that was the reason for a

<p style="text-align: right;">Page 109</p> <p>1 delay.</p> <p>2 MR. LEBLANC:</p> <p>3 A. It may be, I'm not 100 percent certain.</p> <p>4 GREENE, Q.C.:</p> <p>5 Q. You don't know if it is the software for the</p> <p>6 converter stations?</p> <p>7 MR. LEBLANC:</p> <p>8 A. I'm not 100 percent sure what the software</p> <p>9 is for explicitly.</p> <p>10 GREENE, Q.C.:</p> <p>11 Q. With respect to the availability of recall</p> <p>12 power or power from your new source, you</p> <p>13 have categorized it as a lost economic</p> <p>14 opportunity, is that correct?</p> <p>15 MR. LEBLANC:</p> <p>16 A. There could be a lost opportunity as Ms.</p> <p>17 Williams testified as well.</p> <p>18 GREENE, Q.C.:</p> <p>19 Q. With respect to Hydro's generation planning</p> <p>20 and its most recent Near-Term Generation</p> <p>21 Adequacy Report that was filed with the</p> <p>22 Board in May, are you familiar with that</p> <p>23 report?</p> <p>24 MS. WILLIAMS:</p> <p>25 A. Me? I am obviously, I certainly am.</p>	<p style="text-align: right;">Page 111</p> <p>1 criteria. But, so subject to check or –</p> <p>2 MS. WILLIAMS:</p> <p>3 A. Yes.</p> <p>4 GREENE, Q.C.:</p> <p>5 Q. - you can, during the break, if you like.</p> <p>6 MS. WILLIAMS:</p> <p>7 A. Sure. It's just that I know that there is a</p> <p>8 series of cases that we run and</p> <p>9 sensitivities that we run and I think one of</p> <p>10 the most onerous ones that we had put</p> <p>11 through was a 50 percent derating on the LIL</p> <p>12 as well. So, we were contemplating—I'm just</p> <p>13 trying to recall all of the various</p> <p>14 conclusions associated with the various</p> <p>15 cases.</p> <p>16 GREENE, Q.C.:</p> <p>17 Q. Yes, sure. And if you would like to, during</p> <p>18 the break, but this is in your base case.</p> <p>19 MS. WILLIAMS:</p> <p>20 A. Sure.</p> <p>21 GREENE, Q.C.:</p> <p>22 Q. Which is your conservative supply case which</p> <p>23 you had used.</p> <p>24 MS. WILLIAMS:</p> <p>25 A. Correct, yes.</p>
<p style="text-align: right;">Page 110</p> <p>1 GREENE, Q.C.:</p> <p>2 Q. Okay. You would agree that that report</p> <p>3 indicates that without access to a power</p> <p>4 from Labrador, there is a violation of the</p> <p>5 planning criteria for the winter of 2018?</p> <p>6 MS. WILLIAMS:</p> <p>7 A. And we're planning to include access to that</p> <p>8 obviously in September or this coming</p> <p>9 winter.</p> <p>10 GREENE, Q.C.:</p> <p>11 Q. But the Near-Term Generation Adequacy Report</p> <p>12 does disclose that without access to power</p> <p>13 from Labrador, Hydro will be in violation of</p> <p>14 the planning criteria for this winter, is</p> <p>15 that correct?</p> <p>16 (10:45 a.m.)</p> <p>17 MS. WILLIAMS:</p> <p>18 A. I believe—I would prefer to pull it up, if</p> <p>19 we could.</p> <p>20 GREENE, Q.C.:</p> <p>21 Q. It's not actually on the record, but subject</p> <p>22 to check, it is—I can give you—it is page</p> <p>23 39, starting at line 8 of your report. You</p> <p>24 indicate that without access to that power</p> <p>25 you are in violation of the planning</p>	<p style="text-align: right;">Page 112</p> <p>1 GREENE, Q.C.:</p> <p>2 Q. So, I would like to come back to that if you</p> <p>3 could –</p> <p>4 MS. WILLIAMS:</p> <p>5 A. Sure.</p> <p>6 GREENE, Q.C.:</p> <p>7 Q. - review it during the break. So, subject</p> <p>8 to check, I will come back and ask questions</p> <p>9 about Hydro's plans and how you're dealing</p> <p>10 with a potential further delay with respect</p> <p>11 to the availability of LIL power.</p> <p>12 MS. WILLIAMS:</p> <p>13 A. Okay.</p> <p>14 GREENE, Q.C.:</p> <p>15 Q. Coming to the actual operating and</p> <p>16 maintenance costs associated with the use of</p> <p>17 the LIL, you mentioned yesterday in your</p> <p>18 evidence, Mr. LeBlanc, that Hydro will</p> <p>19 receive an invoice directly from Nalcor for</p> <p>20 the operating maintenance costs, is that</p> <p>21 correct?</p> <p>22 MR. LEBLANC:</p> <p>23 A. I don't think I mentioned it, but we will be</p> <p>24 receiving an invoice. I may have mentioned</p> <p>25 it, but –</p>

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1 GREENE, Q.C.:

2 Q. Okay, we can go to July 17, pages 24 and I

3 just want –

4 MR. LEBLANC:

5 A. We will be receiving an invoice.

6 GREENE, Q.C.:

7 Q. From Nalcor.

8 MR. LEBLANC:

9 A. Yes.

10 GREENE, Q.C.:

11 Q. Okay.

12 MR. LEBLANC:

13 A. But I'm not sure which entity it may be, LIL

14 Co., LTA Co. or one of the affiliate, but

15 there will be an invoice.

16 GREENE, Q.C.:

17 Q. Okay. And there will be an invoice, but you

18 don't know who it will be from?

19 MR. LEBLANC:

20 A. It will be from the owners of the assets

21 that are being used.

22 GREENE, Q.C.:

23 Q. So, when you said Nalcor yesterday, you

24 didn't –

25 MR. LEBLANC:

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1 A. As general, yeah, as not Hydro. I know

2 internally we use the term power supply, but

3 they're not an official entity.

4 GREENE, Q.C.:

5 Q. Do you know who owns the Labrador Island

6 Link?

7 MR. LEBLANC:

8 A. It's LIL Transco. company or—there's a

9 myriad of—I could find that out.

10 GREENE, Q.C.:

11 Q. Under the terms of the exemption order,

12 there's only payments to certain parties

13 that are actually exempt. So, the issue

14 becomes the evidence on record to allow the

15 Board to determine whether the operating and

16 maintenance costs are proper expenses to be

17 recovered or whether they're exempt and the

18 type of services. So, I wonder, perhaps

19 this would be a good time to break. I don't

20 know if there's any, if you could check the

21 Near-Term –

22 MS. WILLIAMS:

23 A. Yes.

24 GREENE, Q.C.:

25 Q. - Adequacy Report because I would like to

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1 discuss that. And the other is –

2 MR. LEBLANC:

3 A. Who the invoice will come from for the –

4 GREENE, Q.C.:

5 Q. If possible and I'll—because I'm doing this

6 for the various costs that you will be

7 paying to try to determine when they're

8 going to start, how much they are and to

9 whom they will be paid. So, if you don't

10 mind, thank you.

11 (BREAK – 10:48 a.m.)

12 (RESUME – 11:32 a.m.)

13 CHAIR:

14 Q. Ms. Glynn, anything we need to be –

15 MS. GLYNN:

16 Q. Just one procedural matter, Madam Chair. We

17 are going to enter the report that Ms.

18 Greene referred to earlier, the Near-Term

19 Generation Adequacy report. We are going to

20 enter that as Information No. 14. The

21 parties have consented to the fact that we

22 would not distribute paper copies. We will

23 distribute it with our list of exhibits

24 later today, electronically, but in an

25 effort to save some paper, we will not

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1 distribute paper copies right now. I

2 understand that Caryn is able to bring it up

3 for us. Thank you.

4 CHAIR:

5 Q. You're welcome. Ms. Greene, are you –

6 GREENE, Q.C.:

7 Q. Yes, thank you, Madam Chair. If we could

8 go, please, to the report then, now that we

9 have it available and if we could go to page

10 39 of that report. I would just like to

11 refer here to, beginning of line 8. "The

12 results in the following tables demonstrate

13 that the availability and capacity of the

14 LIL has the largest impact on the supply

15 adequacy of the IIS reflected in the

16 variability of the LOLH and EUE when subject

17 to variations and no parameters. A delay in

18 the LIL would cause violations in the

19 criteria for all considered system

20 conditions". And then it goes on to talk

21 about if there was a decrease in capacity or

22 technical problems with the LIL. So, coming

23 back to when we broke, have you had the

24 opportunity to review that, Ms. Williams?

25 MS. WILLIAMS:

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1 A. I have.  
 2 GREENE, Q.C.:  
 3 Q. So, coming back to where we were, if the LIL  
 4 is not available for this winter, it would  
 5 result in violation of Hydro’s planning  
 6 criteria, is that what I take from what I  
 7 just read?  
 8 GREENE, Q.C.:  
 9 Q. That is correct.  
 10 GREENE, Q.C.:  
 11 Q. Okay. So, given the importance of the LIL  
 12 to meet your planning criteria and to ensure  
 13 that customers can be serviced for the  
 14 winter peak, I come back to the importance  
 15 of the date of the LIL being in service.  
 16 MR. LEBLANC:  
 17 A. Okay, I have an update on that. The new  
 18 software is due on September 28 and once the  
 19 software is installed, we can increase  
 20 capacity on the LIL to 225. However, it’s  
 21 not deemed commissioned until they have 20  
 22 consecutive days of running at that level.  
 23 So, that would put the commissioning date to  
 24 October, if nothing goes wrong, well 20 days  
 25 past that, so October 18th or thereabout.

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1 GREENE, Q.C.:  
 2 Q. And were you able to confirm that the  
 3 software issue is the issue referred to by  
 4 Liberty of –  
 5 MR. LEBLANC:  
 6 A. Yes, it is.  
 7 GREENE, Q.C.:  
 8 Q. With respect to your off-island purchases,  
 9 can we go to PUB-NLH-016? Is it your  
 10 understanding that the purchases over the  
 11 Labrador Island Link that are not related to  
 12 Muskrat Falls and your purchases over the  
 13 Maritime Link are subject to the  
 14 jurisdiction of the Board? And I’ll bring  
 15 up the response to PUB-NLH-016.  
 16 MS. WILLIAMS:  
 17 A. Correct. Yes, the purchases, any costs that  
 18 we would incur would be subject to review by  
 19 the Board.  
 20 GREENE, Q.C.:  
 21 Q. You mentioned earlier in your evidence, Ms.  
 22 Williams, that Hydro would like to work with  
 23 the Board on an appropriate review  
 24 mechanism, is that correct?  
 25 MS. WILLIAMS:

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1 A. Correct.  
 2 GREENE, Q.C.:  
 3 Q. When do you envisage that review process to  
 4 be put in place and does Hydro intend to  
 5 file a proposal with respect to that?  
 6 MS. WILLIAMS:  
 7 A. Yes, we will hopefully be able to bring that  
 8 to the Board in the fall.  
 9 GREENE, Q.C.:  
 10 Q. And for the purposes of this GRA where there  
 11 are off-island purchases included in the  
 12 revenue requirement, what process, other  
 13 than this hearing, will be available for the  
 14 parties to review those costs?  
 15 MS. WILLIAMS:  
 16 A. I think—well, I think, some of the  
 17 confidential RFIs that we had filed,  
 18 certainly we would have to follow the  
 19 appropriate regulatory and legal proceedings  
 20 that would follow from the orders. I think  
 21 I’m getting feedback; I might be too close  
 22 to the microphone, sorry about that. We  
 23 will have to honour what information we can  
 24 disseminate with the parties and the detail  
 25 that gets disseminated. If I understand the

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1 existing protocols for the information that  
 2 we have already have on the record and I  
 3 wouldn’t imagine any costs review  
 4 information that we would put forward would  
 5 be any different from who could view it, as  
 6 long as the parties provide the undertaking  
 7 to remain confidential in their review, then  
 8 they would have the same access that the  
 9 Board would have.  
 10 GREENE, Q.C.:  
 11 Q. And the type of review process that you are  
 12 going to propose to the Board for the  
 13 future, would it be--to your knowledge, how  
 14 far along is that?  
 15 MS. WILLIAMS:  
 16 A. How far along is the development of a  
 17 process?  
 18 GREENE, Q.C.:  
 19 Q. Yes.  
 20 MS. WILLIAMS:  
 21 A. Not incredibly far. We would need to, I  
 22 think, as we are trying to develop our own  
 23 invoicing, we are getting invoices  
 24 certainly, from NEM as is and Nalcor  
 25 InterMarketing currently and it would have

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1 detail in it of what's being purchased. And  
 2 then we need to take that information and  
 3 work with research to find what some other  
 4 jurisdictions are doing to hopefully help  
 5 the Board in determining what is appropriate  
 6 for their reviews, so, we do have some help  
 7 in understanding what's going on with other  
 8 jurisdictions and how those inter-affiliate  
 9 parties are working together.  
 10 GREENE, Q.C.:  
 11 Q. In making the decision to purchase off-  
 12 island purchases that are not recapture,  
 13 you've testified that your guiding principal  
 14 is that it must be cheaper than your current  
 15 alternatives.  
 16 MS. WILLIAMS:  
 17 A. Correct.  
 18 GREENE, Q.C.:  
 19 Q. Okay. And I wanted to ask your comments  
 20 with respect to the power policy of the  
 21 province which is in the Electrical Power  
 22 Control Act which I'm sure you're familiar  
 23 with.  
 24 MS. WILLIAMS:  
 25 A. Correct.

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1 GREENE, Q.C.:  
 2 Q. One of the parts of the policy is that power  
 3 must be delivered at the lowest possible  
 4 cost to consumers. And I wanted to ask you  
 5 how does Hydro envisage that test being met  
 6 if their test is an only lower than the  
 7 current alternative? How do you satisfy  
 8 yourself, in other words, when Nalcor Energy  
 9 Marketing does its soundings and brings back  
 10 to you an offer to sell to you that there is  
 11 not a cheaper alternative out there?  
 12 MS. WILLIAMS:  
 13 A. I guess there is some basic principles that  
 14 I would subscribe to is that Nalcor Energy  
 15 Marketing are professional people that are  
 16 an affiliate of Hydro and their intention to  
 17 make Hydro a successful as it possibly can  
 18 and certainly when Hydro and therefore, the  
 19 customers are the beneficiary of the  
 20 absolute best deals possible that would roll  
 21 up, you know, to the parent organization.  
 22 So, Nalcor's interest is the same interest  
 23 as Hydro's to get the absolute best deal as  
 24 possible. So, that's sort of the principle  
 25 certainly that I would subscribe to. So, as

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1 a basis, in my expectation and Nalcor and  
 2 Intermarketing is very clear is they are to  
 3 get the absolute best price that they can  
 4 get and not stop at the, you know, the first  
 5 corner store that they can encounter. They  
 6 are to do everything they can. What the  
 7 parties and the Board likely know is that  
 8 there's not 100 people with which we can  
 9 transact. As Mr. LeBlanc mentioned, you  
 10 have various corridors over which you need  
 11 either firm access and if firm access  
 12 doesn't exist, non-firm access. So, there's  
 13 a number of restrictions that exist in  
 14 having suppliers show up to your door with  
 15 something that is possible. So, I don't  
 16 think they have to—I don't think they only  
 17 test with 10 parties, but there's actually  
 18 100 parties with which they can encounter to  
 19 interact with. There's a finite group with  
 20 which they can encounter and when you work  
 21 through all of the restrictions and  
 22 parameters to provide for the best cost, it  
 23 really helps you understand and get respect  
 24 for what is the magnitude of opportunities  
 25 out there to contract with.

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1 GREENE, Q.C.:  
 2 Q. Has Hydro considered any process to audit or  
 3 to validate the work done by Nalcor Energy  
 4 Marketing with respect to the purchases?  
 5 MS. WILLIAMS:  
 6 A. We have talked about that and I believe that  
 7 that would be something that we will  
 8 undertake. We have already discussed it,  
 9 I'll call it, informally as an approach that  
 10 we should and could take, but it's just we  
 11 don't have that exactly contemplated, how  
 12 that would work out.  
 13 GREENE, Q.C.:  
 14 Q. But up to this point in time Hydro relies  
 15 totally on Nalcor Energy Marketing and you  
 16 do not have the expertise to review whether  
 17 what they bring to you is the absolute  
 18 lowest of what is available?  
 19 MS. WILLIAMS:  
 20 A. No.  
 21 GREENE, Q.C.:  
 22 Q. With respect to the transmission costs and  
 23 we can go again to PUB-NLH-016,  
 24 "transmission costs may or may not be exempt  
 25 depending on whether the terms of the

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1 exemption orders are met". Is that correct.  
 2 MR. LEBLANC:  
 3 A. That's a legal question, so I'd have to  
 4 defer that.  
 5 GREENE, Q.C.:  
 6 Q. But in terms of, and I guess that was the  
 7 nature of the Board's order, did the panel  
 8 read the Board's order with respect to  
 9 jurisdiction?  
 10 MS. WILLIAMS:  
 11 A. If we did, it was probably a very quick  
 12 review that needed legal interpretation  
 13 sometimes.  
 14 MR. LEBLANC:  
 15 A. A very cursory read.  
 16 GREENE, Q.C.:  
 17 Q. If the transmission costs are not paid to an  
 18 exempt entity and are not exempt under the  
 19 Exemption Order, those costs would be fully  
 20 reviewable by the Board, is that correct?  
 21 MR. LEBLANC:  
 22 A. Again, I'd have to defer that to someone who  
 23 knows these matters better than I do.  
 24 GREENE, Q.C.:  
 25 Q. Your transmission costs on your current

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1 Island Interconnected System that Hydro  
 2 would pay for a transmission, O & M for  
 3 transmission costs, are they fully regulated  
 4 by the Board?  
 5 MR. LEBLANC:  
 6 A. For Hydro's transmission, yes, they are.  
 7 GREENE, Q.C.:  
 8 Q. Okay. So, unless there's an exemption  
 9 granted, the transmission costs associated  
 10 with any serving customers would be fully  
 11 regulated. Is that correct?  
 12 MR. LEBLANC:  
 13 A. Again, I don't want to delve into an area  
 14 that I'm not familiar with, so I'd leave  
 15 that to the regulatory or legal experts.  
 16 MR. HAYES:  
 17 Q. If I might assist, Ms. Hutchens, the VP of  
 18 finance, who is going to be following may be  
 19 better informed on these things, on the  
 20 specifics of that.  
 21 GREENE, Q.C.:  
 22 Q. Okay. We'll ask Ms. Hutchens those  
 23 questions. Returning to the Newfoundland  
 24 and Labrador system operator, I just had a  
 25 couple of questions. I guess they're for

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1 Mr. LeBlanc. The NLSO is regulated by this  
 2 Board, is that correct?  
 3 MR. LEBLANC:  
 4 A. That's correct.  
 5 GREENE, Q.C.:  
 6 Q. Okay. You mentioned in your testimony this  
 7 morning with Mr. Coxworthy that you are in  
 8 the process of assessing the NERC standards  
 9 to see if they would be compliant, to see if  
 10 you would need to adjust your standards to  
 11 meet NERC standards, is that correct?  
 12 (11:45 a.m.)  
 13 MR. LEBLANC:  
 14 A. There is an assessment that is going on,  
 15 yes.  
 16 GREENE, Q.C.:  
 17 Q. Okay. And you also mentioned that if any of  
 18 the assessment resulted in necessary capital  
 19 additions, you would apply to the Board for  
 20 approval, is that correct?  
 21 MR. LEBLANC:  
 22 A. Yes, or a change in the standards that we  
 23 are using, that would come to the Board.  
 24 GREENE, Q.C.:  
 25 Q. And that was my next question, you spoke in

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1 terms of capital only, but any change in the  
 2 reliability, material change I should say in  
 3 reliability standards would be submitted to  
 4 the Board, is that correct?  
 5 MR. LEBLANC:  
 6 A. That is correct.  
 7 GREENE, Q.C.:  
 8 Q. Okay. The NLSO filed a manual planning  
 9 assessment report which is available on  
 10 their website, in May of this year. Are you  
 11 familiar with that document? I do not plan  
 12 to –  
 13 MR. LEBLANC:  
 14 A. I know of a document, but that was in  
 15 preparation, so I didn't give it a thorough  
 16 read.  
 17 GREENE, Q.C.:  
 18 Q. Okay, but this, I understand, would be an  
 19 annual assessment done that talks about the  
 20 reliability standards for the overall  
 21 transmission system, is that correct?  
 22 MR. LEBLANC:  
 23 A. Yes.  
 24 GREENE, Q.C.:  
 25 Q. It wasn't filed with the Board, would it be

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1 Hydro's plan in the future as the NLSO is  
 2 fully regulated to file that report with the  
 3 Board?  
 4 MR. LEBLANC:  
 5 A. That could be done, yes.  
 6 GREENE, Q.C.:  
 7 Q. Was there any reason why it wasn't done this  
 8 year?  
 9 MR. LEBLANC:  
 10 A. I am not sure, but there's no reason why it  
 11 couldn't.  
 12 GREENE, Q.C.:  
 13 Q. I'd like to move on now to another topic  
 14 which is Hydro's application to seek  
 15 recovery of the balance in the deferred  
 16 supply cost. And I would like to follow up  
 17 in more detail, Hydro's response to  
 18 Liberty's recommendations. And Hydro has  
 19 filed a reply, but for the purpose of my  
 20 questions, I think it would be helpful if we  
 21 brought up Liberty's report and went through  
 22 each of the recommendations. So, Liberty's  
 23 report, if we could bring it up, please,  
 24 page 25 at the beginning of the  
 25 recommendations. And actually I wanted to

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1 go to No. 5 first. And if we look at  
 2 Liberty's 5th recommendation, it was that  
 3 Hydro should immediately re-examine its  
 4 options and engage in a dialogue with  
 5 stakeholders on whether the new criterion  
 6 should be changed. And that is putting on  
 7 170 megawatts as spinning reserve. And  
 8 Hydro did say that you would be looking at  
 9 that, but I did not, in your reply, and what  
 10 I wanted to ask was, when will you start  
 11 doing that review? Because from your  
 12 evidence, I didn't get a sense that Hydro  
 13 was looking at it to change its practice for  
 14 2018 and 2019, that it was a longer term  
 15 review. Whereas we took recommendation to  
 16 mean it should be an immediate review for  
 17 2018 and '19.  
 18 MS. WILLIAMS:  
 19 A. Okay, the review that we are completing is  
 20 to certainly check what the future gaps will  
 21 be and that gap assessment will be completed  
 22 by November. Liberty themselves have said  
 23 that they don't believe how we're  
 24 functioning is abnormal or different from  
 25 what would be required generally in other

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1 jurisdictions. However, they have certainly  
 2 also flagged the costs associated with this.  
 3 So, as we complete our review, we will flag  
 4 this item for highlighting in this fall and  
 5 say, this is—we are currently operating, so  
 6 we don't have a gap from where the other  
 7 system operators would be. We are basically  
 8 meeting what the other system operators are,  
 9 but knowing this current question around the  
 10 cost of provision of this, we will piggyback  
 11 essentially on the work that we're doing  
 12 here in this other review together, the  
 13 evidence and put that in the file and say  
 14 okay, is this something that we should  
 15 introduce a gap essentially or leave as is  
 16 and that is how we intend to begin that  
 17 dialogue. And we will, again as we  
 18 mentioned, we will be consulting with the  
 19 parties through the course of information  
 20 gathering and we will certainly be looking  
 21 for feedback at that time and, you know,  
 22 asking for that input as we got through now  
 23 and November. What is the view and again,  
 24 we will try to garner information. Unless  
 25 I'm totally wrong, I don't expect it would

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1 be an easy decision for any party to say  
 2 yes, change it today versus change it  
 3 tomorrow. They're going to want a series of  
 4 analyses completed on if you don't do this,  
 5 what would that look like from a liability  
 6 perspective? So, we need to understand that  
 7 as we work through with the parties this  
 8 year.  
 9 GREENE, Q.C.:  
 10 Q. And the review you're talking about is your  
 11 November filing which is to look at post  
 12 Muskrat Falls as part of that and to see a  
 13 reliability criterion and system operations  
 14 which is the longer term review?  
 15 MS. WILLIAMS:  
 16 A. Correct, but spinning is obviously a part of  
 17 that and how we adopt spinning or again, I  
 18 guess, what Liberty may be suggesting is you  
 19 need to consider what is the cost of the  
 20 provision of spinning now and into the  
 21 future. And spinning could change, the  
 22 quantity that we could have to provide for  
 23 spinning could change into the future. And  
 24 so we need to, I think, for a fulsome  
 25 discussion understand what it is now, but

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1 also into the future and what would the—I  
 2 mean, if we do get certainly appropriately  
 3 questioned, what is the cost benefit of one  
 4 alternative versus the other? So, I know  
 5 parties, in order to provide their input,  
 6 they would want to say what is—if you do not  
 7 provide that spinning reserve in the fashion  
 8 that you’re currently doing it, what would  
 9 be the cost benefit associated with that.  
 10 GREENE, Q.C.:  
 11 Q. And in terms of doing that, you’re tying it  
 12 into your longer term plan. You had not  
 13 anticipated looking at this issue for how  
 14 you operate in 2018 or 2019?  
 15 MS. WILLIAMS:  
 16 A. We had not anticipated--this probably would  
 17 have been evidenced by the position that we  
 18 took--we had not anticipated that operating  
 19 this way was not appropriate. And I  
 20 understand the tide of costs. So, no, we  
 21 did not anticipate having to change our  
 22 operational philosophy prior to completion  
 23 of the reliability review that we’re  
 24 undertaking.  
 25 GREENE, Q.C.:

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1 Q. Which is the longer term review for post  
 2 Muskrat?  
 3 MS. WILLIAMS:  
 4 A. Correct.  
 5 GREENE, Q.C.:  
 6 Q. Are you saying that part of that review will  
 7 now include whether you change your practice  
 8 for 2019?  
 9 MS. WILLIAMS:  
 10 A. I guess what I’m saying and perhaps not  
 11 clear enough is that the, what I glean from  
 12 Liberty’s assessment is we did not factor in  
 13 enough what parties are interested in or,  
 14 sorry, are in agreement with, with regards  
 15 to the cost and reliability benefit. And  
 16 part of our long term review includes  
 17 gathering information for the future, what  
 18 are you willing to pay for, if you want to  
 19 make it that simple, form a cost versus  
 20 reliability benefit. So, it is really the  
 21 same question, it’s just being answered more  
 22 discreetly on this and then more generally  
 23 with the other one. So, we’re trying to  
 24 gather the information through this process  
 25 so that we can answer the ultimate question

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1 which also therefore, I think would answer  
 2 the question in this, as being proposed by  
 3 Liberty.  
 4 GREENE, Q.C.:  
 5 Q. Anyway, you took immediately to be part of  
 6 your future planning exercise and Hydro does  
 7 not plan a review for its operating practice  
 8 for 2018 or 2019?  
 9 MS. WILLIAMS:  
 10 A. We are not planning today to change that,  
 11 but we will take the input from parties,  
 12 we’re moving this now, so immediately we are  
 13 in the middle of gathering that information,  
 14 so I believe we are immediately gaining  
 15 insight and input and that will inform—if  
 16 again, through the gathering of this process  
 17 if parties say no, we’re not interested,  
 18 yes, we would adjust, absolutely, but we  
 19 will need that, that input, if parties say  
 20 we really are not keen to continue in this  
 21 coming winter season. As we talk to them  
 22 over the next coming months, we will  
 23 absolutely be asking that.  
 24 GREENE, Q.C.:  
 25 Q. So if we could go to this process and the

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1 engaging of the stakeholders, if we can  
 2 scroll up, please, to the previous page, the  
 3 first one which is the more information  
 4 available for stakeholders, in Hydro’s reply  
 5 you suggested that you would provide the  
 6 information that Liberty identified in your  
 7 quarterly reports. I assume you wouldn’t be  
 8 opposed to providing it on a monthly basis  
 9 if that’s deemed appropriate?  
 10 MS. WILLIAMS:  
 11 A. Absolutely, we would do whatever is  
 12 appropriate.  
 13 GREENE, Q.C.:  
 14 Q. And you had already given information that  
 15 right now you’re forecasting a balance in  
 16 the account of approximately 18 million  
 17 dollars for 2018, is that correct?  
 18 MS. WILLIAMS:  
 19 A. Correct.  
 20 GREENE, Q.C.:  
 21 Q. Have you done any forecasts for 2019?  
 22 MS. WILLIAMS:  
 23 A. I don’t –  
 24 GREENE, Q.C.:  
 25 Q. I know it will change with the operation of

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1 the system and your off-island purchases.  
 2 MS. WILLIAMS:  
 3 A. Correct. I don't have the forecast for  
 4 2019.  
 5 GREENE, Q.C.:  
 6 Q. Okay, so if we go to the second  
 7 recommendation which is where Hydro has  
 8 replied about the process that you also just  
 9 referred to in your testimony, which is to  
 10 be more open with customers and to engage  
 11 them in dialogue about that, you had replied  
 12 that you planned to do that and I wanted to,  
 13 at this point in time does Hydro have a plan  
 14 with deliverables and a schedule as to what  
 15 are the consultations, when will they start,  
 16 what do you expect to gain from them, who  
 17 will you hope to do that? Is there a plan  
 18 in place that would answer those questions?  
 19 MS. WILLIAMS:  
 20 A. There is a plan and obviously I've been here  
 21 this week and we do have an external party  
 22 contracted to assist us with ensuring how we  
 23 ask the questions, we actually get good  
 24 useful information back, and I know that  
 25 that group is working with some of our team

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1 this week and they are continuing, so I  
 2 don't have the exact plans in my hands, but  
 3 there is a plan that is in place and I just  
 4 haven't reviewed it this week because I know  
 5 we did receive more detail on that and it's  
 6 to be executed, starting now, essentially.  
 7 GREENE, Q.C.:  
 8 Q. In your reply you indicated that there had  
 9 been some consultation with Newfoundland  
 10 Power and with Board staff. Do you  
 11 anticipate there will be additional  
 12 consultation as part of this process or  
 13 whether it would be just new parties?  
 14 MS. WILLIAMS:  
 15 A. I'm sorry, the last part of your question?  
 16 GREENE, Q.C.:  
 17 Q. In your reply you indicated that there had  
 18 already been consultation with Board staff  
 19 and with Newfoundland Power. My question  
 20 was, was that—I didn't take from your reply  
 21 was that the full scope of that consultation  
 22 or will there be additional with those  
 23 parties, as well as with the other parties  
 24 you have not had any consultation with?  
 25 MS. WILLIAMS:

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1 A. There will be definitely more and in  
 2 particular with Newfoundland Power because  
 3 as I mentioned, Newfoundland Power certainly  
 4 has the bulk of the customers who ultimately  
 5 will end up paying for, if any  
 6 recommendations result and so, we've spoken  
 7 just recently, our executive get together  
 8 every month in the winter and every couple  
 9 of months or so in the summer, and we just  
 10 recently met with Newfoundland Power  
 11 executive and talked with them about this,  
 12 and we've got to engage, call some of the  
 13 people on the frontline with exactly how do  
 14 we work with Newfoundland Power to get the  
 15 information from their customers, so there  
 16 is a lot more scope to come than has  
 17 currently been executed at this time.  
 18 GREENE, Q.C.:  
 19 Q. And you do anticipate that there will be a  
 20 written plan laying out the process for this  
 21 review with a schedule and deliverables?  
 22 MS. WILLIAMS:  
 23 A. The ultimate 2018 review?  
 24 GREENE, Q.C.:  
 25 Q. The how you're going to engage parties in

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1 this consultation and –  
 2 MS. WILLIAMS:  
 3 A. Yes, I do anticipate that.  
 4 (11:58 a.m.)  
 5 GREENE, Q.C.:  
 6 Q. I wonder could we have an undertaking to  
 7 have that filed—I assume it will be  
 8 available soon if you're going to be  
 9 engaging in this and have it concluded by  
 10 November?  
 11 MS. WILLIAMS:  
 12 A. Absolutely, I know whether what came in this  
 13 week, whether it was a draft of it was the  
 14 final, I would certainly want to have a look  
 15 at it before it would be finalized, but you  
 16 know, I'm sure we could have something to  
 17 you within the next week or two.  
 18 MR. YOUNG:  
 19 Q. That's acceptable.  
 20 GREENE, Q.C.:  
 21 Q. So that will be noted as an undertaking on  
 22 the record to file the plan when final.  
 23 MS. WILLIAMS:  
 24 A. Sure.  
 25 GREENE, Q.C.:

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1 Q. The next recommendation from Liberty was to  
 2 reconcile the inconsistencies in the  
 3 operating practice and in T001, your  
 4 procedure, you indicated that was underway,  
 5 are you able to tell us when that will be  
 6 complete?  
 7 MS. WILLIAMS:  
 8 A. I think it's, I want to say it's complete,  
 9 if it's not complete, it's like this week or  
 10 next week, so that one is also very close to  
 11 completion as well.  
 12 (11:59 a.m.)  
 13 GREENE, Q.C.:  
 14 Q. I wonder could we have an undertaking as to  
 15 date when that will be filed?  
 16 MS. WILLIAMS:  
 17 A. Absolutely.  
 18 GREENE, Q.C.:  
 19 Q. It would be noted as an undertaking on the  
 20 record. The next recommendation, I guess it  
 21 ties in with what we've already talked about  
 22 in No. 5, which is Hydro should examine its  
 23 approach to balancing cost and reliability,  
 24 and you took that as the longer term review  
 25 that you had already commenced, is that

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1 correct?  
 2 MS. WILLIAMS:  
 3 A. No, I think what I took it to be is, what I  
 4 believe Liberty is getting at is what we  
 5 were also getting at through the long-term  
 6 reliability review which is to gather  
 7 information from stakeholders and the  
 8 appropriate parties on what is, how should  
 9 we better inform our decisions that have a  
 10 reliability benefit, and what the cost is  
 11 associated with those. So the work that we  
 12 were already undertaking, we believe is the  
 13 same requirement that Liberty was suggesting  
 14 we need to obtain, the same information  
 15 we'll obtain.  
 16 GREENE, Q.C.:  
 17 Q. And you've already given evidence with  
 18 respect to the other recommendations. So  
 19 that's all that I wanted to ask about the  
 20 deferred supply costs. And actually, that's  
 21 all the questions I have for the panel,  
 22 thank you.  
 23 CHAIR:  
 24 Q. Thank you, Ms. Greene. Back to Hydro, do  
 25 you have any redirect for the panel?

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1 MR. YOUNG:  
 2 Q. Just a couple of redirect, thank you, Madam  
 3 Chair. If I could go to the transcript of  
 4 yesterday and to the bottom of page 20, Ms.  
 5 Williams, Mr. O'Brien at the bottom of that  
 6 page had asked you a question, I'll just  
 7 read it. It says, "In terms of fuel, is  
 8 that fuel estimate there different now as a  
 9 result of the LIL coming into line later on  
 10 in the fall or as a result of more purchases  
 11 being available, are you able to estimate  
 12 any difference in fuel in 2018 year?" Can  
 13 you just go to the top of the next page,  
 14 please? And you said, "I don't want to  
 15 speak necessarily for the testimony that,  
 16 you know, Mr. Fagan is going to present, but  
 17 I believe the improvement in fuel costs is  
 18 in excess of 100 million dollars." Is that  
 19 correct?  
 20 MS. WILLIAMS:  
 21 A. No, I misspoke and it is more in the range  
 22 of the high 60 millions and that would be on  
 23 evidence, in the evidence that's filed this  
 24 week.  
 25 MR. YOUNG:

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1 Q. Just one other question in redirect, if I  
 2 could go to the transcript of April 25th,  
 3 page 181. There at the bottom of the page,  
 4 Ms. Dalley was referring to costs associated  
 5 with TL267, and she refers to a compliance  
 6 obligation at the start of 267 which is  
 7 fairly significant in a costing monitoring  
 8 program which is built into these budgets.  
 9 Yesterday, and this is really for Mr.  
 10 LeBlanc, as well as Mr. Gardiner to some  
 11 extent, yesterday when Mr. Fitzgerald was  
 12 asking the panel about O&M costs with  
 13 respect to 267, I think you will agree with  
 14 me the evidence will show that there wasn't  
 15 any significant addition. This, of course,  
 16 is not in shop, this is Ms. Dalley's, but  
 17 I'm just wondering if you could comment  
 18 about this kind of costing or did you  
 19 consider that in your answer?  
 20 MR. GARDINER:  
 21 A. Yes, when we answered the question yesterday  
 22 we were referring to, I guess, transmission  
 23 and engineering costs. The regulatory costs  
 24 had slipped our minds. I wasn't really  
 25 aware, actually.

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1 MR. YOUNG:  
 2 Q. Regulatory being the environmental?  
 3 MR. GARDINER:  
 4 A. Environmental, yes, regulatory being  
 5 environmental.  
 6 MR. YOUNG:  
 7 Q. So just to be clear, so the full answer  
 8 would have included that there are certain  
 9 incremental O&M costs throughout this –  
 10 MR. GARDINER:  
 11 A. There is, yes, that’s correct.  
 12 MR. YOUNG:  
 13 Q. That’s all in redirect, thank you.  
 14 MR. GARDINER:  
 15 A. Thank you.  
 16 CHAIR:  
 17 Q. Thank you.  
 18 COMMISSIONER OXFORD:  
 19 Q. No questions.  
 20 CHAIR:  
 21 Q. And I have no questions. I thank you all  
 22 for –  
 23 MR. GARDINER:  
 24 Q. Thank you for your patience.  
 25 CHAIR:

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1 Q. Thank you.  
 2 Upon concluding at 12:05 p.m.  
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1 Q. Ms. Glynn, can you –  
 2 MS. GLYNN:  
 3 Q. We will pause until Tuesday of next week  
 4 when Ms. Hutchens will be presented for her  
 5 presentation of her evidence and cross-  
 6 examination.  
 7 CHAIR:  
 8 Q. And next week we’re four days, Tuesday to  
 9 Friday schedule.  
 10 MS. GLYNN:  
 11 Q. Starting on Tuesday, yes.  
 12 BROWNE, Q.C.:  
 13 Q. Madam Chair, I thought we would have  
 14 questions from the Board’s counsel, the  
 15 Board’s counsel ask questions and wouldn’t  
 16 it come through other parties if there’s  
 17 anything arising from those questions.  
 18 MS. GLYNN:  
 19 Q. No, just from Board panel, just from the  
 20 panel, questioning arising.  
 21 CHAIR:  
 22 Q. All good?  
 23 MS. GLYNN:  
 24 Q. That’s everything.  
 25 CHAIR:

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CERTIFICATE

I, Judy Moss, hereby certify that the foregoing is a true and correct transcript of a hearing re: Newfoundland and Labrador Hydro 2017 General Rate Application, heard on the 18th day of July, 2018 before the Board of Commissioners of Public Utilities, 120 Torbay Road, St. John’s, Newfoundland and Labrador and was transcribed by me to the best of my ability by means of a sound apparatus.

Dated at St. John’s, Newfoundland and Labrador this 18th day of July, 2018

Judy Moss

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