

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

AN ORDER OF THE BOARD

NO. P.U. 41(2014)

1 **IN THE MATTER OF** the *Electrical Power*
2 *Control Act, 1994*, SNL 1994, Chapter E-5.1 (the
3 "*EPCA*") and the *Public Utilities Act*, RSNL 1990,
4 Chapter P-47 (the "*Act*"), as amended, and regulations
5 thereunder; and
6

7 **IN THE MATTER OF** an investigation and
8 hearing into supply issues and power outages on
9 the Island Interconnected system; and
10

11 **IN THE MATTER OF** a Notice of Motion by
12 Newfoundland and Labrador Hydro for a determination
13 that certain Requests for Information filed by Mr. Danny
14 Dumaresque and Grand Riverkeeper Labrador, Inc. are
15 outside the scope of the proceeding.
16

17

18 **Motion**

19

20 On July 7, 2014 Newfoundland and Labrador Hydro ("Hydro") filed a Notice of Motion
21 ("Motion") requesting that the Board determine that a number of the Requests for Information
22 filed by two intervenors, Mr. Danny Dumaresque and Grand Riverkeeper Labrador, Inc., are
23 outside the scope of the proceeding. Hydro states at page 10:
24

25

26 *For the reasons stated, Hydro respectfully submits that the Requests for Information noted*
27 *above are beyond the parameters and scope of the issues which have been established by the*
28 *Board and the requirement to provided [sic] responses to those Requests for Information will*
29 *act to complicate the hearing and would not be relevant or helpful to the Board in making its*
30 *final determination. Hydro respectfully requests that the Board so determine.*

31

32 Hydro's motion challenges 61 of the 90 requests for information filed by Mr. Dumaresque and
33 36 of the 52 requests filed by Grand Riverkeeper Labrador, Inc.¹

34

The parties and intervenors agreed to address the Motion by way of a paper hearing.

¹ Grand Riverkeeper Labrador Inc. initially filed 52 information requests, with a further 5 filed in its submission, for a total of 57. Hydro also challenged these additional requests in its submission.

1 Newfoundland Power filed its comments on the Motion on August 27, 2014 advising that it
2 agrees with Hydro's motion except in relation to DD-NLH-73.

3
4 The Consumer Advocate filed a submission on August 28, 2014, generally supporting the
5 Motion and stating at page 4 that "...maintaining the focus of Order No. P.U. 3(2014) is
6 important in this inquiry, as the process has taken, and will continue to take significant time and
7 resources."

8
9 Grand Riverkeeper Labrador Inc. filed a submission on August 26, 2014 clarifying that certain
10 requests have been withdrawn or amended. The submission also provided further support as to
11 why the remaining information requests should be allowed. Five supplemental requests for
12 information were also filed as part of the submission.

13
14 Mr. Dumaresque filed a submission on August 29, 2014 providing further support for the
15 relevancy of the information requests filed by him and challenged by Hydro.

16
17 The Island Industrial Customers did not file a submission on the Motion.

18
19 In reply submission filed on September 9, 2014 Hydro comments on the submissions of the
20 parties and reiterates its request that the challenged requests be found to be outside the
21 parameters and scope of this proceeding. Hydro also challenged the additional seven requests for
22 information filed by Grand Riverkeeper Labrador Inc.

23 24 **Background**

25
26 Following power outages and supply issues on the Island Interconnected system in late
27 December 2013 and early January 2014 the Board began an investigation. The Board issued the
28 first media advisory in relation to its activities on January 7, 2014. On January 17, 2014 the
29 Board issued a public notice, stating:

30
31 *While the Board's investigation is initially focused on whether load requirements on the*
32 *Island Interconnected system can be met in the near term the Board may also inquire into*
33 *other issues such as asset readiness, maintenance practices, load forecasting, planning*
34 *criteria and assumptions, equipment performance and reliability, emergency preparedness,*
35 *system response, and restoration efforts.*

36
37 On February 19, 2014, following a procedural conference, the Board issued Order No. P.U.
38 3(2014) which addressed the process to be followed in the matter and the issues which would be
39 addressed, stating at page 3:

40
41 *WHEREAS the Board has considered the lists of issues, submissions, written comments and*
42 *presentations and has determined that it is appropriate and necessary to address how Hydro*
43 *and Newfoundland Power will ensure adequacy and reliability on the Island Interconnected*
44 *system over the short, medium and long-term, which will require analysis of the adequacy*
45 *and reliability of the system after the commissioning of the Muskrat Falls generating facility*
46 *and the Labrador Island Link;*

1 In Schedule “A” to the Order the Board listed the issues to be addressed in its final report,
2 including:

3
4 *Evaluation of Island Interconnected system adequacy and reliability up to and after the*
5 *interconnection with the Muskrat Falls generating facility*

- 6 • *Load forecasting methodologies*
- 7 • *Utility coordination of system operations and load growth planning*
- 8 • *Asset management strategies for generation and transmission assets, including*
9 *maintenance of the Holyrood plant and the gas turbines*
- 10 • *Adequacy of resources to manage capital and operating programs*
- 11 • *New generation options and the role of conservation and demand management to address*
12 *load growth until the interconnection, including consideration of possible delays in the*
13 *interconnection*
- 14 • *Back-up generation and/or alternative supply requirements after interconnection*
- 15 • *Other system planning, capital and operational issues which may impact adequacy and*
16 *reliability before and after interconnection*

17
18 On April 30, 2014 the Board issued Order No. P.U. 15(2014) addressing the application of
19 Grand Riverkeeper Labrador, Inc. to be made an intervenor in the proceeding. The Board stated
20 at page 4:

21
22 *The Board has determined that it would address adequacy and reliability of the Island*
23 *Interconnected system following the interconnection with Muskrat Falls. The Board agrees*
24 *with Newfoundland Power, Hydro and the Consumer Advocate that the issues in the matter*
25 *should not be extended to the construction, legal, contractual and physical risks of the*
26 *Muskrat Falls development, as raised by Grand Riverkeeper Labrador, Inc.*

27
28 The Board further stated:

29
30 *To ensure an efficient and effective proceeding all parties must respect the parameters and*
31 *scope of the issues which have been established and must restrict the evidence and*
32 *submissions filed to matters which may be of assistance to the Board in determining these*
33 *issues. The investigation and hearing cannot be allowed to be complicated by issues and*
34 *evidence which are not relevant and helpful to the Board in its determination. To that end*
35 *the Board will be diligent in ensuring that only matters that are relevant are raised and will*
36 *exercise its discretion, either on its own or in response to motion from a party, to strike out*
37 *any matters which are irrelevant or may tend to prejudice, embarrass or delay the*
38 *proceedings upon its merits.*

39
40 On May 16, 2014 the Board issued its Interim Report addressing certain issues in advance of
41 winter 2014/2015. The Board noted at page 56 that the investigation is ongoing and that a
42 number of issues continue to be investigated, including the reliability and adequacy of the Island
43 Interconnected system.

44 **Board Findings**

45
46
47 Effective regulation requires open and transparent processes which encourage full participation
48 of all interested persons. The issues before the Board are generally complex and technical and

1 may require the issuance of requests for information to enable a full and satisfactory
2 understanding of the matters to be considered by the Board. These requests for information must
3 be relevant and helpful to the proceeding to allow the Board to fulfil its mandate as set out in
4 legislation.

5
6 The use of requests for information is accepted practice for the Board and, with few exceptions,
7 the Board's procedures provide for direct filing of requests for information to a party. Issues of
8 relevance, usefulness or information availability related to specific requests are dealt with on
9 objection or motion from the responding party. The Board expects that intervenors will only ask
10 questions that are relevant and that the responding party will strive to answer all questions fully
11 and adequately. However, efficient regulatory process sometimes requires the Board to rule on
12 whether certain information requests should be struck on the basis that they may be considered to
13 be outside the scope of the proceeding or that the costs and time associated with the production
14 of the information are not in line with the potential usefulness of the information to be produced.
15 Often the value or usefulness of certain information to the Board in a matter is difficult to assess
16 in the absence of the production of the information.

17
18 The investigation and hearing into supply issues and power outages will address adequacy and
19 reliability of the Island Interconnected system and involves Newfoundland and Labrador Hydro
20 and Newfoundland Power, as the two utilities which operate this system. This proceeding raises
21 issues which are of great public interest and import in relation to the planning and operation to
22 the long term power supply in the province. The Board notes that there is a particular interest in
23 information surrounding the Muskrat Falls Project. While certain concerns in relation to the
24 reliability and adequacy of the Island Interconnected system may involve aspects of the Muskrat
25 Falls Project this proceeding does not involve an evaluation of the Muskrat Falls Project. The
26 Board was specifically exempted from review of this project and from the regulation of Nalcor
27 which is responsible for this project.

28
29 Although an evaluation of the Muskrat Falls Project is not part of this proceeding, the Board
30 believes that information which goes to the risks of timely delivery of reliable and adequate
31 power to the Island Interconnected system is relevant to the issues in this proceeding and should
32 be produced. However, detailed technical information in relation to Nalcor's planning and
33 construction of the Muskrat Falls Project, alternative approaches which may have been taken,
34 and issues associated with the economic or physical viability of the project are not required or
35 relevant in this proceeding. The Board acknowledges that it is sometimes difficult to make this
36 distinction and further that some parties may be interested in the most detailed information
37 available. Each request for information must be considered in all of the circumstances, balancing
38 the interests of full disclosure and participation with an efficient process and the potential for
39 undue burden on the parties.

40
41 The Board will address the intervenors' requests for information challenged by Hydro separately.

42 **Requests for Information filed by Mr. Dumaresque**

43
44
45 Mr. Dumaresque filed 90 requests for information, of which 61 are challenged by Hydro. Mr.
46 Dumaresque states at page 2 of his submission that the fuel oil supply, the Strait of Belle Isle

1 cable link, the Water Management Agreement and the North Spur are relevant to “...the various
2 risks associated with the unavailability of some or all of the planned energy and capacity from
3 Muskrat Falls” as set out by the Board in Order No. P.U. 15(2014).

4
5 The Consumer Advocate states at page 5 of his submission:

6
7 *The Requests filed by Mr. Dumaresque which Hydro is seeking to strike, with the exceptions*
8 *noted below, do not appear to have any relevance to the matters being addressed by the*
9 *Board in this phase of the inquiry. Absent clear evidence that the challenged Requests are*
10 *within the parameters set out by the Board, or will help the Board in its determination of the*
11 *issues set out above, they should be struck.*

12
13 In the Motion Hydro sets out specific arguments with respect to the challenged questions in
14 relation to fuel oil quality (DD-NLH-1 to 23, 28, 45, 48 and 49), insurance particulars (DD-NLH-
15 42, 44 and 59), the Labrador-Island Transmission Link (DD-NLH-50, 52, 54, 56, 64, 69, 71 to
16 73, 75 to 84, and 87 to 90), the North Spur at the Muskrat Falls site (DD-NLH-57 and 58),
17 contractual arrangements between Nalcor and Emera (DD-NLH-61), the Water Management
18 Agreement (DD-NLH-62 and 63), and other general questions (DD-NLH-70, 74 and 86).

19
20 **DD-NLH-1 to 23, 28, 45, 48 and 49**

21
22 DD-NLH-1 *Please prepare electronic documents describing the offloading of fuel oil, fuel storage*
23 *and delivery of this fuel throughout the system at the Holyrood Terminal Station to the*
24 *boiler burners; including inspection, testing and maintenance programs and practises.*
25 *These documents should describe the activities to be conducted by all equipment types*
26 *and respective logbook records for January, February, November 2013 and January*
27 *2014.*

28
29 DD-NLH-2 *Please provide the complete Laboratory Analysis done on shipments of fuel oil*
30 *received January 4, January 26, February 16, February 26 and November 6, 2013.*
31 *These results must show the time the test was requested, when analysis received and*
32 *the company which completed the analysis.*

33
34 DD-NLH-3 *Please provide all work orders outstanding as of January 1, 2013 in relation to the*
35 *boilers serving all 3 Units at the Holyrood Generating Station.*

36
37 DD-NLH-4 *Please provide all legal advice, internal and external, received in the preparation and*
38 *execution of the contract between NL Hydro and Trafigura SA, dated November 19,*
39 *2012.*

40
41 DD-NLH-5 *Please provide an explanation of why the supplier was changed and the results of the*
42 *Public Tender closing November 2, 2012; including, how many bidders there were*
43 *and their cost.*

44
45 DD-NLH-6 *Please provide the name of any individual or company acting as an Agent of Trafigura*
46 *SA.*

- 1 DD-NLH-7 *Please provide the schedule of inspection on the strainers in the fuel system at the*
2 *Holyrood Generating Station and the inspection sheets for December 2012, January*
3 *and February 2013.*
4
- 5 DD-NLH-8 *On Page 14 of the HOLYROOD FUEL OIL SYSTEM Report dated December 5, 2013*
6 *it states that "the quality of fuel oil deliveries in January and February 2013 caused*
7 *the strainers to plug with fuel oil such that the Holyrood staff are cleaning the*
8 *strainers almost daily to prevent insufficient flow to the fuel oil pumps". Please*
9 *provide all logbook reports, notes by staff, etc. which confirms the first date and time*
10 *this 'plugging' became evident to staff.*
11
- 12 DD-NLH-9 *Please provide all reports showing the output of the Generating Units 1, 2 and 3 in*
13 *MW for December 2012 and January, February and March 2013.*
14
- 15 DD-NLH-10 *Please confirm if any changes have been made to the contract for fuel oil dated*
16 *November 19, 2012 respecting the max levels of aluminum and silicon in future*
17 *shipments.*
18
- 19 DD-NLH-11 *Please confirm if the contract signed November 19, 2012 contains a clause which*
20 *stipulates that testing of the fuel oil must be done at point of loading. If not, will you*
21 *undertake to have this legal requirement along with having the results of such analysis*
22 *satisfactory to the Buyer before shipping is confirmed?*
23
- 24 DD-NLH-12 *Please confirm if any claims have been made by Trafigura SA to NL Hydro since the*
25 *shipment on January 4, 2013. If so, please provide the nature of such claims and if*
26 *they have all been settled at what cost. Please provide the details of any unsettled*
27 *claims.*
28
- 29 DD-NLH-13 *Please provide a list of all fuel oil purchased and or accessed in NL in December*
30 *2013 and January 2014, the source and the cost.*
31
- 32 DD-NLH-14 *Please confirm the destination of all fuel oil purchases in December 2013 and January*
33 *2014.*
34
- 35 DD-NLH-15 *Please provide the daily fuel oil tank readings for December 2013 and January 2014*
36 *at the Holyrood, Hardwoods and Stephenville fuel storage tanks.*
37
- 38 DD-NLH-16 *Please provide all reports on the fuel oil problems at Stephenville and Hardwoods*
39 *Generating Stations in December 2013 and January 2014 including all work orders*
40 *and if any orders are outstanding.*
41
- 42 DD-NLH-17 *Please indicate if any fuel oil was purchased and or accessed in NL and used at the*
43 *Holyrood Generating Station in December 2013 and January 2014. If so, please*
44 *explain why.*
45
- 46 DD-NLH-18 *Please provide the complete Laboratory Analysis of all shipments of fuel oil received*
47 *from ConocoPhillips in 2012.*
48
- 49 DD-NLH-19 *Please confirm the name, address and contact person of the company which completed*
50 *the analysis of the fuel oil delivered to the Holyrood Generating Station in 2012.*

- 1 DD-NLH-20 *Please provide all communication between Hydro staff and Trafigura SA in January*
2 *and February 2013 including, emails, faxes or minutes of any telephone calls and*
3 *conference calls.*
4
- 5 DD-NLH-21 *Please provide all minutes of conference calls and or meetings of Hydro officials*
6 *concerning the Holyrood Generating Station in January and February 2013.*
7
- 8 DD-NLH-22 *Please provide copies of all correspondence, including minutes of calls or conference*
9 *calls, emails or faxes between Hydro and or Nalcor and the Government of NL,*
10 *particularly the Department of Natural Resources and the Premier's Office*
11 *concerning the Holyrood Generating Station in January and February, 2013.*
12
- 13 DD-NLH-23 *Please confirm if any fuel oil was taken out of the Holyrood Fuel Storage Facilities in*
14 *2013 and if so, where would it have been discarded.*
15
- 16 DD-NLH-28 *Please provide any work orders or records of any kind to confirm the type of work*
17 *related to the fuel oil systems to Unit 2 and Unit 3 between 0700 hrs. January 11,*
18 *2013 at 1500 hrs. January 12, 2013.*
19
- 20 DD-NLH-45 *Please outline the backup plan for the supply of #6 fuel oil in the event that the new*
21 *supply was not delivered in January and February, 2013. This plan should include the*
22 *name of the company and any terms and conditions of the alternate supply contractor.*
23
- 24 DD-NLH-48 *Please detail 'the required short outages' resulting from the new fuel supplier 8 in*
25 *January, 2013 as referenced in Appendix 3, Page 1 and 2 of Hydro Report March 24,*
26 *2013 to the PUB.*
27
- 28 DD-NLH-49 *Please explain if 'significant cost issues with the fuel storage and handling systems'*
29 *exist outside of those identified in the December 9th, 2013 application to the PUB. If*
30 *so, please detail.*
31

32 In relation to DD-NLH-1 to 23, 28, 45, 48 and 49 Hydro states at page 3 of the Motion:
33

34 *Hydro submits that the prior issues of fuel supply are not germane to the continuing issues of*
35 *reliability under review by the Board in this proceeding. Hydro notes that it has already*
36 *reported on this matter to the Board as part of its application for cost recovery in this*
37 *regard, and further that in its Interim Report dated April 24, 2014, the Liberty Consulting*
38 *Group ("Liberty") determined as follows:*

39 *Liberty has not identified a nexus between these fuel issues and the*
40 *capacity circumstances in early January of 2014. Moreover, the causes*
41 *of Holyrood Generating Station unavailability described above (Unit 1*
42 *breaker, Unit 2 turbine valve, and Unit 3 FD fan motor) are not related*
43 *to fuel. Accordingly, in the absence of any further evidence, we conclude*
44 *that the fuel problems of 2013 did not bear on the events of January*
45 *2014.*
46

47 In his submission the Consumer Advocate states at page 5:

1 *As noted by Hydro, Liberty commented on fuel in its interim report. Given the Board's Order*
2 *setting out what issues are to be addressed during this phase of the inquiry, the Consumer*
3 *Advocate sees little relevance to these requests for Information.*
4

5 In his submission Mr. Dumaresque states that the relevance of the fuel oil quality issue is
6 illustrated by the fact that the Board directed Hydro to copy the intervenors with the Report on
7 Fuel Quality at Holyrood, dated May 30, 2014. Mr Dumaresque submits that the prior issues of
8 fuel supply are relevant to the issue of reliability in this review and submits that the Liberty
9 Consulting Group Interim Report, dated April 24, 2014, did not delve into the issue of fuel
10 quality in sufficient detail. Mr. Dumaresque states at page 3:

11
12 *Mr. Dumaresque states the documentation requested regarding the matter of fuel oil supply*
13 *and fuel quality is necessary to confirm the integrity of the fuel quality supplied and whether*
14 *there is compliance to the fuel oil contract. Mr. Dumaresque states the documentation*
15 *requested in the above noted Requests is relevant in showing that power cannot be reliably*
16 *and adequately produced without a guaranteed fuel quality and an effective fuel system to*
17 *power the generator at Holyrood. Specifically, Mr. Dumaresque states the above noted*
18 *Requests are relevant in determining the impact that a lack of sufficient fuel quality has on*
19 *the integrity and reliability of the Holyrood Generating Plant and its ability to perform*
20 *adequately. Further, Mr. Dumaresque states the above noted Requests are relevant in*
21 *determining whether there are current legal obligations and possible enforcement*
22 *procedures in place to ensure adequate and reliable supply of good fuel in the future.*
23

24 In its submission Hydro states that it has not experienced operating issues with the Holyrood fuel
25 oil system since the changes that were made following its meeting with its fuel oil supplier in
26 July 2013. Hydro submits at page 5:

27
28 *As the issues of fuel quality at Holyrood have been the subject of a separate proceeding*
29 *specifically dealing with that issue, Hydro submits that allowing further questions on that*
30 *issue in this proceeding will simply serve to complicate the hearing and distract from the*
31 *Board's review of system reliability.*
32

33 The Board agrees that the continued reliable operation and maintenance of the fuel oil system at
34 the Holyrood Thermal Generating Station is essential for the ongoing reliability of the Island
35 Interconnected system. The issues related to the fuel oil quality and the associated costs to repair
36 damages caused to the fuel oil system at the Holyrood Thermal Generating Station were
37 considered by the Board in a separate proceeding.²
38

39 In the report filed with the Board dated May 30, 2014, *Holyrood Fuel Quality Actions and Plans*
40 *Related to Board Order No. P.U. 4(2014)*, Hydro explains that it plans to engage a consultant to
41 review the fuel system and equipment design at the Holyrood Thermal Generating Station.
42 Hydro indicates that the consultant's report will be submitted to the Board with recommended
43 changes to the fuel specification, if any, by December 31, 2014. As fuel quality at the Holyrood
44 Thermal Generating Station is an important issue which is currently under review by Hydro the
45 Board accepts that the parties in this proceeding may have a legitimate interest in further
46 information in relation to this matter. Nevertheless the Board believes that information in relation

² Order No. P.U. 41(2013) and Order No. P.U. 4(2014)

1 to fuel quality issues which does not touch on the reliability and adequacy of the Island
 2 Interconnected system is not relevant, which would include questions in relation to the detailed
 3 circumstances of past events, costs, legal issues and correspondence with third parties. In
 4 addition questions that are too broad or detailed so as to be unhelpful and potentially burdensome
 5 to produce should not be allowed. The Board therefore accepts Hydro's motion with respect to
 6 DD-NLH-1 to 9, 12 to 15, 17 to 23, 28, 45, 48 and 49. The Board does not accept Hydro's
 7 motion that the information sought in DD-NLH-10, 11 and 16 are outside the scope of this
 8 proceeding.

9
 10 **DD-NLH-42, 44 and 59**

11
 12 DD-NLH-42 *Please provide the contact information of the Insurance Company which covers the*
 13 *Holyrood Generating Plant.*

14
 15 DD-NLH-44 *Please provide the results of any insurance claims made concerning the cost of*
 16 *repairing Unit 1 in 2013.*

17
 18 DD-NLH-59 *Please provide a copy of all insurance policies for the MF Project; particularly, the*
 19 *SOBI submarine cables, the dam at Muskrat Falls and the transmission line from*
 20 *Muskrat Falls to Solider's [sic] Pond, NL.*

21
 22 In the Motion Hydro states in relation to DD-NLH-42 that it does not believe it is appropriate to
 23 provide contact information for its insurer and further that it is unclear how this information
 24 relates to the adequacy and reliability on the Island Interconnected system. In relation to DD-
 25 NLH-44 Hydro states that any insurance claim made by Hydro in respect of the cost of repairing
 26 Unit 1 in 2013 is not required for the Board to gain an understanding of the matters identified as
 27 relevant to this proceeding. In relation to DD-NLH-59 Hydro states that the terms of insurance
 28 policies contain commercial compensation terms and do not address the reliability of the system
 29 and are outside of the scope of the proceeding.

30
 31 The Consumer Advocate submits that the identity of Hydro's insurance company is of limited
 32 value in this inquiry.

33
 34 In his submission Mr. Dumaresque explains, at page 5, that he does not intend to contact the
 35 insurer and that he believes that the information requested in DD-NLH-42 and 44 *"...will provide*
 36 *an understanding of the level of reliability shown by third parties in this matter."* In relation to
 37 DD-NLH-59 Mr. Dumaresque submits, at page 5, that *"...information regarding the exercise and*
 38 *particulars of insurance policies for the Muskrat Falls Project is relevant in assessing the degree*
 39 *of confidence the insurance company has in these projects, which speaks to reliability."*

40
 41 In its submission Hydro states at page 6 in relation to DD-NLH-42, 44 and 59:

42
 43 *Hydro submits that the information requested in these RFIs will not address the*
 44 *understanding of the level of reliability shown by third parties in this matter. Hydro's*
 45 *insurance company is not a party to the proceeding, and responses to these RFIs will not*
 46 *provide the Board with a better understanding of Hydro's system reliability.*

1 The Board finds that the information requested in DD-NLH-42, 44 and 59 relating to insurance is
 2 not relevant to the issues to be addressed in this proceeding. Insurance particulars are not
 3 considerations for the Board in relation to the reliability and adequacy of the Island
 4 Interconnected system. The Board agrees that these requests for information are outside of the
 5 scope of this proceeding and accepts Hydro's motion with respect to DD-NLH-42, 44 and 59.

6
 7 **DD-NLH-50, 52, 54, 56, 64, 69, 71 to 73, 75 to 84, and 87 to 90**

8
 9 DD-NLH-50 *Please provide all studies, expert opinions, data sheets and any video pertaining to the*
 10 *Strait of Belle Isle.*

11
 12 In relation to DD-NLH-50 Hydro argues at pages 4-5 of the Motion:

13
 14 *Request for information DD-NLH-50 is too broad and unfocused and a response would*
 15 *require providing a volume of information that is not required by the Board or the parties to*
 16 *gain an understanding of the matters before the Board in this Inquiry. In addition, this*
 17 *request for Information appears to pertain to the planning, design and construction of the*
 18 *Labrador-Island Transmission Link rather than to the reliability issue before the Board.*

19
 20 The Consumer Advocate states at page 5 of his submission:

21
 22 *As regards DD-NLH-50, that question is broad but may be amendable to allow better focus*
 23 *on the SOBI in the context of the issues in this inquiry.*

24
 25 Mr. Dumaresque does not make any submission in relation to this specific request but notes that
 26 the requests regarding the Strait of Belle Isle are of a similar nature to questions PUB-NLH-210,
 27 212 and 223 which were answered by Hydro. He also provides some general comments in
 28 relation to the requests related to the Strait of Belle Isle link, stating that these questions are
 29 relevant to the issue of the risks associated with the unavailability of some or all of the planned
 30 energy and capacity from Muskrat Falls.

31
 32 In its submission Hydro notes that Mr. Dumaresque did not provide a specific rationale in
 33 support of this request and submits that, for the reasons set out in the Motion, it would be
 34 inappropriate to require a response to this request.

35
 36 The Board agrees with Hydro that this request for information is too broad and unfocused. The
 37 Board therefore accepts Hydro's motion with respect to DD-NLH-50.

38
 39 DD-NLH-52 *Please provide the current status of the HDD program on the SOBI; including,*
 40 *current schedule of completion and any problems encountered with the program, for*
 41 *example water ingress.*

42
 43 DD-NLH-56 *Please outline the terms of reference or scope of work completed to date by 'the*
 44 *specialized contractor', instead of SNC Lavalin, for the SOBI Crossing Project.*

45
 46 In the Motion Hydro states that DD-NLH-52 and 56 pertain to the planning, design, construction
 47 and physical risks of the Labrador-Island Link rather than to the reliability issue in this

1 proceeding. Hydro further states that the Board determined in Order No. P.U. 15(2014) that these
2 issues were outside of the scope of the proceeding.

3
4 The Consumer Advocate states that he takes no position in relation to either of these requests as
5 it is unclear if these questions might be related to the issues before the Board.

6
7 In his submission Mr. Dumaresque argues that these requests pertain to information regarding
8 the physical risks associated with the Strait of Belle Isle cable link, noting that problems due to
9 water ingress or geological structure can affect the integrity of the cables and therefore
10 reliability. He states at page 3 that “*Information regarding the scope of work for the SOBI cable*
11 *link will allow for determination of any reliability concerns about the plan.*”

12
13 In its submission Hydro reiterates that these requests seek information regarding the physical
14 risks associated with the Strait of Belle Isle and the Board has specifically excluded issues
15 related to the “physical risks” of the Muskrat Falls development.

16
17 The Board finds that the information requested in DD-NLH-52 and 56 relates to the scope of
18 work and current status of the Strait of Belle Isle cable link which may be relevant to the extent
19 that it may address risks to the timely production of reliable power. While the Board does not
20 believe that it is necessary or appropriate to require the production of detailed technical
21 information about the Strait of Belle Isle cable link, the status of the project schedule may
22 provide information on the risks of delays and interruptions of service which may be relevant.
23 The Board is satisfied that this information may be helpful and would not unduly complicate the
24 proceeding or pose an undue burden on Hydro to provide. The Board rejects Hydro’s motion
25 with respect to DD-NLH-52 and 56 and will allow these requests to the extent that they relate to
26 the status of the schedule for completion of the referenced work only.

27
28 DD-NLH-54 *Please provide a copy of the Agreement with the FFAW concerning the no fishing*
29 *zone in the SOBI.*

30
31 In the Motion Hydro states that the terms of the agreement with the FFAW concerning a no-
32 fishing zone in the Strait of Belle Isle are not relevant to the issues of reliability before the Board
33 in this proceeding.

34
35 In his submission the Consumer Advocate agrees with Hydro that the FFAW Agreement is not
36 relevant.

37
38 In his submission Mr. Dumaresque states at page 4:

39
40 *Mr. Dumaresque states that the degree of enforcement of this Agreement will have a direct*
41 *impact on the possibility of damage to cables on the ocean floor. An increased level of*
42 *protection in this area will be required to minimize any possible damage or destruction to*
43 *cables, thus affecting reliability of power supply.*

44
45 In its submission Hydro notes that the Board has specifically excluded legal and contractual
46 issues related to the Muskrat Falls development from the scope of this proceeding.

1 The Board notes that Mr. Dumaresque supports his request for this information based on the
 2 importance of the degree of enforcement of this agreement. The Board does not believe that the
 3 production of this agreement will address the degree of enforcement. The Board finds that the
 4 specific terms of the agreement with the FFAW concerning the no fishing zone in the Strait of
 5 Belle Isle are outside the scope of this proceeding and accepts Hydro's motion in relation to DD-
 6 NLH-54.

7
 8 DD-NLH-64 *Please provide a list of all contracts awarded to date for work on the SOBI Project,*
 9 *the bidders involved and the cost of the successful bid.*

10
 11 In the Motion Hydro states at page 7:

12
 13 *This question goes to the issue of the value of contracts already awarded and not the*
 14 *question of system reliability, and is outside the scope of the current proceeding.*

15
 16 In his submission the Consumer Advocate agrees with Hydro's motion that DD-NLH-64 is
 17 outside the scope of this proceeding.

18
 19 Neither Mr. Dumaresque nor Hydro specifically address this request in submissions.

20
 21 The Board finds that information relating to contracts awarded, bidders involved and costs
 22 cannot reasonably be considered to be relevant to the issue of reliable and adequate power on the
 23 Island Interconnected system. The Board accepts Hydro's motion in relation to DD-NLH-64.

24
 25 DD-NLH-69 *Please define Option 2- Tunnel / Conduit Crossing.*

26
 27 DD-NLH-71 *Please provide all the details concerning the Cable Tunnel / Conduit identified in*
 28 *Option 2 for the SOBI Crossing; including, the engineering design and cost*
 29 *breakdown of the tunnel boring machine, labour, etc.*

30
 31 DD-NLH-72 *Please provide all geotechnical reports completed for the SOBI Crossing, particularly*
 32 *those along the Tunnel option route.*

33
 34 DD-NLH-73 *Please provide all reports and expert opinions relating to the life of HVDC cables*
 35 *overland or in a water free environment.*

36
 37 DD-NLH-75 *Please provide the seismic work which has identified the major faults and the*
 38 *characterization of these faults. In particular, the depth of the faults and presence of*
 39 *water.*

40
 41 DD-NLH-76 *Please provide all geological and any other reports or documentation which confirms*
 42 *the bodies of sedimentary and granite rock in the SOBI.*

43
 44 DD-NLH-77 *Please provide the expert reports or opinions respecting cost overruns on Option 2*
 45 *Tunnel.*

46
 47 DD-NLH-78 *Please provide the reports or opinions that confirm water ingress rates could*
 48 *potentially endanger the lives of construction workers; including, a listing of where*
 49 *this has happened in tunnel construction.*

- 1 DD-NLH-79 *Please explain why the construction schedule is on the critical path with no flexibility*
2 *as stated in Muskrat Fall Project-Exhibit 37, Page 18.*
3
- 4 DD-NLH-80 *Could you please explain why Icebergs were not identified as one of the risks in the*
5 *criteria to decide the tunnel or seabed options.*
6
- 7 DD-NLH-81 *Please explain why the Duration of Repair Time was not one of the criteria used to*
8 *decide the tunnel or seabed option.*
9
- 10 DD-NLH-82 *Please explain why the Cost of Repairs was not one of the criteria used to decide the*
11 *tunnel or seabed option.*
12
- 13 DD-NLH-83 *Please confirm if the rock quarry and quay location have been identified for the*
14 *seabed option and the associated cost.*
15
- 16 DD-NLH-84 *Please explain why the tunnel option could be \$100 million each per year of overrun.*
17
- 18 DD-NLH-87 *Please explain why “the previous SOBI crossing option studies were assessed and*
19 *have proven to be unfounded from good design, safety or technical feasibility*
20 *perspectives” as outlined on Page 21, MF Project-Exhibit 37.*
21
- 22 DD-NLH-88 *Please provide the studies and expert opinions detailing the cost and feasibility of*
23 *constructing a tunnel using the drill and blast technique perfected by Norway.*
24
- 25 DD-NLH-89 *Please provide the studies and or the xpert [sic] opinions on the expected delays of*
26 *constructing a tunnel, providing the estimated time from start to finish under normal*
27 *conditions.*
28
- 29 DD-NLH-90 *Please explain “the internal competence and confidence that can be leveraged for*
30 *future SOBI or other interconnected projects (Cabot Strait)” as shown on Page 22,*
31 *MF Project-Exhibit 37.*
32

33 In the Motion Hydro submits that DD-NLH-69, 71 to 73, 75 to 84, and 87 to 90 all relate to the
34 option of constructing a tunnel. Hydro states at page 7:

35
36 *This is not the option being undertaken with respect to the SOBI crossing and Hydro thus*
37 *submits that these Requests for Information are not relevant to the issue of the reliability of*
38 *the system post-Muskrat Falls. Hydro submits that the current process should not allow a*
39 *review of options that have not been chosen to be utilized for the project. Also, Request for*
40 *Information DD-NLH-90 asks Hydro to explain the internal competence and confidence that*
41 *can be leveraged for future SOBI or other interconnected projects. Again, Hydro submits*
42 *that the issue of leveraging experience for future projects is not relevant to the current*
43 *review of system reliability*
44

45 In his submission the Consumer Advocate agrees with Hydro’s motion with respect to these
46 requests except as it relates to DD-NLH-73 which he states seeks information on the life of the
47 HVDC cables which may be relevant.
48

49 Newfoundland Power states that it is not apparent how Hydro’s stated objection applies to DD-
50 NLH-73 which requests information in relation to the life of the HVDC cables.

1 Mr. Dumaresque argues at page 4 of his submission, in relation to DD-NLH-69, 71, 72, 75 to 84
2 and 87 to 90, that:

3
4 *This information is relevant to determining if the present cable installation plan has the*
5 *support of expert opinion and whether ice studies have concluded what risks exist to cables*
6 *being damaged by being placed on the ocean floor. These Requests speak to the risks*
7 *associated with the chosen plan of installation, thus affecting reliability of power supply.*
8

9 In relation to DD-NLH-73 Mr. Dumaresque states that this request is critical for making a
10 comparison to the use of HVDC cables over land and determining whether the chosen cable
11 installation method has the highest level of reliability.

12
13 In its submission Hydro states at page 5 that:

14
15 *As noted in Hydro's Motion, each of these RFIs (with the exception of DD-NLH-90) appear*
16 *referable to the option of constructing a tunnel for the SOBI crossing, an option not being*
17 *undertaken by Hydro. Certain of these RFIs also go to the construction and physical risks of*
18 *the Muskrat Falls development. Accordingly, these RFI's are outside the scope of this*
19 *proceeding, as is DD-NLH-90 for the reasons set out in paragraph 18 of Hydro's Motion.*
20

21 Hydro also notes that it has already responded to DD-NLH-51 requesting all studies, expert
22 opinions and data concerning the impact of icebergs and pack ice on the SOBI submarine cables.

23
24 The Board has previously stated this proceeding will address issues associated with the provision
25 of reliable and adequate power on the Island Interconnected system. This involves consideration
26 of the consequences to Hydro of the risks associated with the Muskrat Falls Project insofar as
27 Hydro's ability to provide a reliable and adequate supply of power on the Island Interconnected
28 system is affected and also how Hydro is addressing these risks. Addressing possible alternative
29 approaches that might have been considered by Nalcor in the execution of the Muskrat Falls
30 Project, such as the option of constructing a tunnel in the Strait of Belle Isle, is not relevant or
31 necessary to address the matters before the Board and would serve to unduly complicate and
32 protract this investigation. In addition the Board does not have jurisdiction with respect to the
33 Muskrat Falls Project or Nalcor. Questions related to costs and the issue of leveraging experience
34 for future projects are also not relevant in this proceeding. The Board therefore finds that DD-
35 NLH-69, 71, 72, 75 to 84, and 87 to 90 are outside of the scope of this proceeding. In relation to
36 the information requested in DD-NLH-73 the Board agrees that information about the life of the
37 HVDC cables may be relevant as it may go to the issue of reliable and adequate power on the
38 Island Interconnected system. Therefore the Board accepts Hydro's motion with respect to DD-
39 NLH-69, 71, 72, 75 to 84, and 87 to 90 and rejects Hydro's motion with respect to DD-NLH-73.
40

41 **DD-NLH-57 and 58**

42
43 DD-NLH-57 *Please provide all studies and data associated with the "North Spur" land point at*
44 *Muskrat Falls.*

45
46 DD-NLH-58 *Please provide a copy of all work to date completed on the North Spur and any work*
47 *to be contracted.*

1 Hydro states in the Motion that DD-NLH-57 and 58 relate to the North Spur and notes the
2 Board's comments in Order No. P.U. 15(2014) that the issues in the proceeding should not be
3 extended to the construction, legal, contractual and physical risks of the Muskrat Falls Project.
4 Hydro states that these questions deal with the physical risks of the Muskrat Falls Project which
5 are outside the scope of this proceeding.
6

7 In his submission the Consumer Advocate states that DD-NLH-57 and 58 extend to the
8 construction and physical risks of the Muskrat Falls Project and are therefore outside the scope
9 of the current proceeding.
10

11 In his submission Mr. Dumaresque notes the Board's comment that the issues to be addressed in
12 this proceeding may include the various risks associated with the unavailability of some or all of
13 the planned energy and capacity from Muskrat Falls. He states at page 5:

14
15 *The above noted Requests deal with physical risks of the Muskrat Falls development which*
16 *could affect the availability and reliability of the planned energy and capacity from Muskrat*
17 *Falls and are therefore within the scope of the current proceeding.*
18

19 In its submission Hydro states that this matter is explicitly outside of the scope of the current
20 proceeding.
21

22 The Board does not believe that it would be relevant or useful in this proceeding to require the
23 production of detailed technical information in relation to the North Spur at the Muskrat Falls
24 development. This proceeding will not involve a technical review of any aspects of the
25 construction of the Muskrat Falls Project. Nevertheless the Board accepts that risks associated
26 with the North Spur may impact Hydro's ability to provide reliable and adequate power on the
27 Island Interconnected system. Therefore information in relation to the North Spur may be within
28 the scope of this proceeding to the extent that it goes to risks to the Island Interconnected system.
29 The Board must determine whether the requested information could be of assistance in
30 addressing the ability of Hydro to supply reliable and adequate power on the Island
31 Interconnected system and whether the production of this information will burden the parties or
32 unduly extend the proceeding.
33

34 The Board believes that DD-NLH-57 is too broad and does not adequately focus the information
35 sought on the relevant issues and that the production of the information may complicate or
36 unduly delay the proceeding. The Board also believes that DD-NLH-58 is too broad but, to the
37 extent that it seeks an update on the status of the work on the North Spur, the information may be
38 relevant to the in-service date of the Muskrat Falls Project. Therefore the Board accepts Hydro's
39 motion in relation to DD-NLH-57. With respect to DD-NLH-58 it is unclear exactly what is
40 being sought with the request to produce "*a copy of all work to date completed*" but believes that
41 information related to scheduling and timing associated with this work may be relevant.
42 Therefore the Board does not accept Hydro's motion in relation to DD-NLH-58 and finds that
43 information in relation to the status of this work may be relevant but that the production of
44 detailed technical information on all the work that has been done and is to be done is not
45 necessary.

1 **DD-NLH-61**

2

3 DD-NLH-61 *Please explain why Nalcor has accepted Emera as a 35% owner of the LIL*
 4 *transmission line, including:*

- 5 a) *Does Nalcor stand to 100% of cost overruns*
 6 b) *What is the financial contribution by Emera to this company*
 7 c) *How is the Return on Investment going to flow to the owners*
 8 d) *Will the LIL Partnership form a utility company.*

9

10 In the Motion Hydro submits that DD-NLH-61 does not deal with the reliability of the Hydro
 11 system but rather deals with issues of a commercial and financial nature and is outside the scope
 12 of this proceeding.

13

14 In his submission the Consumer Advocate agrees with Hydro's motion that DD-NLH-61 is
 15 outside the scope of this proceeding.

16

17 Neither Mr. Dumaresque nor Hydro address this request specifically in submissions.

18

19 The Board notes that this request seeks information in relation to arrangements that Nalcor may
 20 have with Emera and the LIL Partnership. No reasonable argument has been put forth to
 21 demonstrate how this information relates to the issues in this proceeding. The Board finds that
 22 contractual and financial arrangements between Nalcor and Emera are not relevant to issues of
 23 adequacy and reliability on the Island Interconnected system. The Board accepts Hydro's motion
 24 in relation to DD-NLH-61.

25

26 **DD-NLH-62 and 63**

27

28 DD-NLH-62 *Please provide a copy of the Water Management Agreement governing the Muskrat*
 29 *Falls water management.*

30

31 DD-NLH-63 *Please provide a schedule of the legal process between Hydro and Hydro Quebec on*
 32 *all issues affecting water management or power supply from Churchill Falls Power*
 33 *Station.*

34

35 In the Motion Hydro states that this information is outside the scope of this proceeding as it falls
 36 clearly within the legal or contractual risks of the Muskrat Falls Project. Hydro notes that the
 37 Water Management Agreement was established by the Board in Order No. P.U. 8(2010) and
 38 submits that this issue has been addressed by the Board and "*... that further inquiry into this*
 39 *issue in the present matter will cause prejudice to the parties, will delay the proceeding, and is*
 40 *not conducive to efficient regulatory process.*"

41

42 In his submission the Consumer Advocate agrees with Hydro's motion that the requested
 43 information goes to the legal or contractual risks of the Muskrat Falls Project and is outside of
 44 the scope of this proceeding.

45

46 In his submission Mr. Dumaresque states that whether the Water Management Agreement is
 47 effective is pertinent to the issue of reliability in light of the Power Purchase Agreement.

1 The Board notes that DD-NLH-62 seeks the production of a copy of the Water Management
 2 Agreement. This agreement was approved by the Board in Order No. P.U. 8(2010) and is
 3 available on the Board's website or by request to the Board. In relation to DD-NLH-63 the Board
 4 finds that information regarding the current schedule for the legal process in the Quebec
 5 litigation is not relevant or useful in this proceeding. The schedule, like any legal process, is
 6 subject to change and is generally beyond the control of Hydro. The Board accepts Hydro's
 7 motion with respect to DD-NLH-62 and 63.

8
 9 **DD-NLH-70, 74 and 86**

10
 11 DD-NLH-70 *Please confirm if the Seabed-Installation Schedule as shown in Muskrat Falls Project-*
 12 *Exhibit 37, Page 10 of 22 is still accurate, if not please show the difference.*

13
 14 DD-NLH-74 *Please provide the complete cost breakdown of the SOBI Crossing project.*

15
 16 DD-NLH-86 *Please provide the geological structure encountered to date with the HDD program.*
 17

18 In the Motion Hydro states that the information requested in DD-NLH-70, 74 and 86 raise issues
 19 pertaining to alleged construction and physical risks and costing of the Muskrat Falls Project and
 20 that these are issues which the Board ruled in Order No. P.U. 15(2014) as not relevant to the
 21 review of system reliability and are therefore outside of the scope of the present inquiry.

22
 23 In his submission the Consumer Advocate agrees with Hydro's motion with respect to these
 24 requests.

25
 26 Neither Mr. Dumaresque nor Hydro address DD-NLH-70 and 74 in submissions.

27
 28 In relation to the information requested in DD-NLH-86 Mr Dumaresque states that it pertains to
 29 the risks associated with the geological structure regarding the HDD program in the SOBI
 30 segment of the Muskrat Falls Project and notes that the Board states in Order No. P.U. 15(2014)
 31 that the issues to be addressed includes "*..the various risks associated with the unavailability of*
 32 *some or all of the planned energy and capacity from Muskrat Falls.*" Mr. Dumaresque argues
 33 that the information requested is relevant to the question of the impact existing geological faults
 34 and structures will have on the reliability of cable life and performance.

35
 36 In its submission Hydro states that DD-NLH-86 raises issues pertaining to alleged construction
 37 and physical risks of the Muskrat Falls development, which issues the Board has explicitly stated
 38 are beyond the scope of this proceeding.

39
 40 The Board finds that the information requested in DD-NLH-74 relates to the cost of the Strait of
 41 Belle Isle link and is therefore outside the scope of this proceeding. In relation to DD-NLH-86
 42 the Board finds that this request is not relevant to the proceeding. The Board finds that DD-
 43 NLH-70 seeks an update in relation to the schedule and therefore may be relevant in this
 44 proceeding to the extent that evidence in relation to the timing of the interconnection is relevant.
 45 Therefore the Board accepts Hydro's motion with respect to DD-NLH-74 and 86 but does not
 46 accept Hydro's motion with respect to DD-NLH-70.

1 **Requests for Information filed by Grand Riverkeeper Labrador, Inc.**
2

3 Grand Riverkeeper Labrador, Inc. initially filed 52 requests for information and filed a further
4 five requests (GRK-NLH-53 to 57) with its submission on August 26, 2014. Grand Riverkeeper
5 Labrador, Inc. confirmed in its submission that it has withdrawn GRK-NLH-5, 6, 7, 9, 40, as
6 well as GRK-NLH-51 and 52 which are not part of the Motion, and also that GRK-NLH-3 was
7 amended. Hydro challenges 34 of the remaining requests, arguing that a majority of these
8 requests pertain to the costing, construction, legal, contractual and physical risks of the Muskrat
9 Falls Project.

10
11 The Consumer Advocate does not address specific requests for information filed by Grand
12 Riverkeeper Labrador, Inc. but agrees with Hydro that the challenged requests are beyond the
13 scope of this proceeding. The Consumer Advocate argues that, in light of the clear statement of
14 the Board, these requests should be struck unless it is shown how the requests for information are
15 within the parameters of the Board's Order. He states at page 9 of his submission:

16
17 *The Consumer Advocate respectfully submits that GRK is attempting to re-examine those*
18 *very issues it previously stated that it had no intention of pursuing in this inquiry. It appears*
19 *to the Consumer Advocate that it was on that understanding that GRK was granted*
20 *Intervenor status.*

21
22 The Consumer Advocate further submits that the issues raised by Grand Riverkeeper Labrador,
23 Inc. would significantly prolong and complicate the proceeding to the prejudice of the inquiry
24 and those participating in it.

25
26 Mr. Dumaresque does not address the Motion in respect of the requests for information filed by
27 Grand Riverkeeper Labrador, Inc.

28
29 Newfoundland Power agrees with the Motion in respect of all the requests filed by Grand
30 Riverkeeper Labrador, Inc.

31
32 Grand Riverkeeper Labrador, Inc. explains in its July 2, 2014 correspondence:

33
34 *GRK respectfully submits that, given the important role of power from Muskrat Falls in*
35 *Hydro's planning, it is impossible to address the adequacy and reliability of the Island*
36 *Interconnected system without addressing the reliability of the power to be provided from*
37 *Muskrat Falls.*

38
39 Grand Riverkeeper Labrador, Inc. submits that each of the issues raised in the challenged
40 requests may impact adequacy and reliability before and after interconnection and are within the
41 parameters and scope established by the Board and therefore should be allowed. Grand
42 Riverkeeper Labrador, Inc. states that the requested information will allow it to present evidence
43 which is relevant and helpful to the Board in making its final determination. Further, Grand
44 Riverkeeper Labrador, Inc. notes that Hydro did not present any evidence that answering the
45 challenged requests would complicate the proceeding and submits that even if this is true the
46 Board should give this argument little weight.

1 Hydro argues in its submission that Grand Riverkeeper Labrador, Inc. misconstrues and is trying
 2 to circumvent Order No. P.U. 15(2014). Hydro states that issues related to the Water
 3 Management Agreement and the Quebec litigation were specifically excluded by the Board when
 4 it excluded legal and contractual risks of the Muskrat Falls development as raised by Grand
 5 Riverkeeper Labrador, Inc. Similarly Hydro submits that information related to the North Spur
 6 was expressly excluded by the Board as being related to the construction and physical risks of
 7 the Muskrat Falls development.

8
 9 **GRK-NLH-3 in part, and GRK-NLH-5 to 7**

10
 11 The Board notes that Grand Riverkeeper Labrador, Inc. has withdrawn GRK-NLH-3 (in part)
 12 and GRK-NLH-5 to 7. Hydro notes in its submission that the remaining part of GRK-NLH-3 has
 13 already been answered. Therefore it is not necessary to rule on Hydro's motion with respect to
 14 these requests.

15
 16 **GRK-NLH-8 to 15, 27**

17
 18 GRK-NLH-8 *Please provide a copy of Nalcor's pre-filed evidence in its Water Management*
 19 *Agreement Application, dated Nov. 10, 2009.*

20
 21 GRK-NLH-9 Withdrawn

22
 23 GRK-NLH-10 *Please indicate the Daily Uncontrolled Natural Inflows at Muskrat Falls for March*
 24 *(similar to those described for Gull Island in Table 3 of the citation) under average*
 25 *and dry conditions.*

26
 27 GRK-NLH-11 *Please indicate the resulting production for the month of March at Muskrat Falls*
 28 *without a Water Management Agreement under average and dry conditions.*

29
 30 GRK-NLH-12 *Please indicate the Daily Uncontrolled Natural Inflows at Muskrat Falls for each*
 31 *month (January through December) under average and dry conditions.*

32
 33 GRK-NLH-13 *Please indicate the resulting monthly production at Muskrat Falls without a Water*
 34 *Management Agreement under average and dry conditions.*

35
 36 GRK-NLH-14 *Please provide, in Excel format, hourly flows at Muskrat Falls for each year from*
 37 *2000 through 2013.*

38
 39 GRK-NLH-15 *Please provide, in Excel format, hourly simulated electric power output at Muskrat*
 40 *Falls, based on the hourly flows for each year from 2000 through 2013.*

41
 42 GRK-NLH-27 *Please confirm that, under the WMA, scheduling of Churchill Falls will not be carried*
 43 *out directly by CF(L)Co but rather by an Independent Coordinator.*

44
 45 Hydro states, at page 9 of the Motion, in relation to GRK-NLH-8 to 15, and 27:

46
 47 *The issues raised by these Requests for Information comprise forecast data in the absence of the*
 48 *Water Management Agreement. Hydro submits that this issue has been addressed by this Board*

1 *and that further inquiry into this issue in the present matter will cause prejudice to the parties,*
 2 *will delay the proceeding, and is not conducive to efficient regulatory processes.*
 3

4 Grand Riverkeeper Labrador, Inc. submits that Hydro provided no indication as to how
 5 responding to these information requests might cause prejudice to the parties. Grand Riverkeeper
 6 Labrador, Inc. argues that the Board did not exclude these issues in Order No. P.U. 15(2014),
 7 stating at page 6 of its submission:
 8

9 *Since, without the WMA, Muskrat Falls would not be able to provide all of the energy and*
 10 *capacity to the Island electrical system that is currently planned, this situation constitutes “a*
 11 *risk associate with the unavailability of some or all of the planned energy and capacity from*
 12 *Muskrat Falls” – precisely the issue on the basis of which the Board granted intervenor*
 13 *status to GRKL.*
 14

15 *GRK-NLH-10 through GRK-NLH-15 request information that is necessary to evaluate the*
 16 *amounts of energy and capacity that would be available to the Island power system from*
 17 *Muskrat Falls, in the event that the WMA were, for any reason, to become without effect or*
 18 *unenforceable. This information is thus necessary in order to quantify the “risks associated*
 19 *with the unavailability of some or all of the planned energy and capacity from Muskrat*
 20 *Falls,” in relation to the Water Management Agreement.*
 21

22 The Board notes that GRK-NLH-8 requests a copy of Nalcor’s pre-filed evidence in its water
 23 management application. This information is available on the Board’s website or from the Board
 24 and therefore does not have to be produced by information request. The information requested in
 25 GRK-NLH-10 to 13 relates to water inflows and power output at Muskrat Falls in the absence of
 26 a Water Management Agreement. The Board notes that there appears to be some redundancy and
 27 overlap in the questions - specifically GRK-NLH-10 and GRK-NLH-12 and also GRK-NLH-11
 28 and GRK-NLH-13. The Board does not believe that information related to daily uncontrolled
 29 natural inflows at Muskrat Falls is relevant or will be helpful to the proceeding. With respect to
 30 GRK-NLH-13 the Board acknowledges that this question may be relevant to the issue of
 31 reliability and adequate supply on the Island Interconnected system as it relates to supply risk,
 32 but notes that the value of the question as posed will be limited by the need to make scenario
 33 assumptions, such as upstream production, in order to provide a response. Within this context the
 34 Board is not persuaded that the request is relevant or will be helpful to the proceeding. The
 35 Board notes that GRK-NLH-14 and GRK-NLH-15 request hourly simulated power output for the
 36 period 2000 to 2013. The Board believes that fulfilling these requests would place an undue
 37 burden on Hydro and it is not clear how this information would be helpful to this proceeding.
 38 The information sought in GRK-NLH-27 relates to the earlier matter as well and is also
 39 insufficiently focused to allow a determination that may be relevant to the issues in this
 40 proceeding. Therefore the Board accepts Hydro’s motion with respect to GRK-NLH-8, GRK-
 41 NLH-10 to 15 and GRK-NLH-27.
 42

43 **GRK-NLH-16 to 26, 28 and 29**

44
 45 GRK-NLH-16 *(References page 6 of Nalcor Energy’s Prefiled Evidence with respect to its Water*
 46 *Management Agreement Application) Has Hydro-Quebec ever indicated its*
 47 *agreement, in writing, with this interpretation of the renewal clauses of the Churchill*

- 1 Falls Power Contract? If so, please indicate when and where, and provide copies of
2 the relevant documents.
3
- 4 GRK-NLH-17 *Preamble: On July 22, 2013 Hydro-Quebec filed a Requête introductive d’instance en
5 jugement déclaratoire’ before the Superior Court in Montreal against the Churchill
6 Falls (Labrador) Corp. (“CF(L)Co”), file number 500-17-078217-133.
7
8 Please provide an English translation of Hydro-Quebec’s Requête.
9*
- 10 GRK-NLH-18 *Has CFL(Co) filed a response with the court? If so, on what date? Please provide a
11 copy of said response.
12*
- 13 GRK-NLH-19 *Has a schedule been determined for hearing this request for a declaratory judgement?
14 If so, please provide a copy.
15*
- 16 GRK-NLH-20 *Preamble: The interpretation of the effect of the contract renewal in 2016 set out on
17 page 6 of the Water Management Agreement Application is contested by Hydro-
18 Quebec in its ‘Requête introductive d’instance’ filed before the Supreme Court in
19 Montreal.
20
21 Please confirm or correct the statement in the Preamble.
22*
- 23 GRK-NLH-21 *Preamble: Section 5.4 of Nalcor’s Prefiled Evidence with respect to its Water
24 Management Agreement Application describes the Scheduling, Production and
25 Delivery Mechanics set out in Article 7 and Annex A of the Water Management
26 Agreement (“WMA”) subsequently adopted by the NLPUB.
27
28 Please explain in detail the implications for the Scheduling, Production and Delivery
29 Mechanics of the WMA if the courts fail to endorse Nalcor’s interpretation of the
30 renewal of the Churchill Falls Contract, as described in the excerpt from page 5 of the
31 Prefiled Evidence reproduced above.
32*
- 33 GRK-NLH-22 *Please describe in detail the power available from Muskrat Falls, on a monthly basis,
34 in average and dry years, if the courts fail to endorse the interpretation of the effect of
35 the contract renewal in 2016 set out on page 6 of the Water Management Agreement
36 Application.
37*
- 38 GRK-NLH-23 *Please provide, in Excel format, the hourly power that would have been available
39 from Muskrat Falls from Jan. 1, 2012 to Dec. 31, 2012, had Muskrat Falls been in
40 service in at that time – again under the hypothesis that the courts fail to endorse the
41 interpretation of the effect of the contract renewal in 2016 set out on page 6 of the
42 Water Management Agreement Application.
43*
- 44 GRK-NLH-24 *Preamble: In its Requête, Hydro-Quebec claims that the Churchill Falls Power
45 Contract, both before and after renewal, gives it access to all of the power and energy
46 generated at Churchill Falls, except for the 225 TwinCo Block and the 300 MW Recall
47 Block.
48
49 Please confirm or correct the affirmations in the preamble, and indicate whether or
50 not these claims, if upheld by the courts, are compatible with the WMA. In the
51 affirmative, please explain in detail how the WMA could have its desired effect if, at*

1 *any given moment, Hydro-Quebec has access to all of the power and energy generated*
 2 *at Churchill Falls, except for the 225 TwinCo Block and the 300 MW Recall Block.*

3
 4 GRK-NLH-25 *Please explain in detail how NLH would replace the power and energy guaranteed it*
 5 *under the MFPPA in the event that the courts fail to endorse the interpretation of the*
 6 *effect of the contract renewal in 2016 set out on page 6 of the Water Management*
 7 *Agreement Application.*

8
 9 GRK-NLH-26 *In the event that the suit launched by Hydro-Quebec concerning the interpretation of*
 10 *the Churchill Falls Contract is subject to appeals from one side or the other, and in*
 11 *the event that the courts determine that, until the matter is finally resolved the status*
 12 *quo should prevail, please explain how NLH would replace the power and energy*
 13 *guaranteed it under the MFPPA during the appeal period.*

14
 15 GRK-NLH-28 *Preamble: Sections 5.3 and 5.4 of Nalcor's Prefiled Testimony describe the naming*
 16 *and role of the Independent Coordinator.*

17
 18 *Has Hydro-Québec ever explicitly indicated its agreement with the creation of the role*
 19 *of an Independent Coordinator, as set out in the WMA? If so, please provide details*
 20 *and copies of relevant documents.*

21
 22 GRK-NLH-29 *Preamble: The Churchill Falls Power Contract identifies the Superior Court of*
 23 *Montreal as the jurisdiction for any issues arising with respect to said contract, and*
 24 *specifies that the Laws of Quebec apply to its interpretation. The WMA identifies the*
 25 *courts of Newfoundland and Labrador as the jurisdiction for any issues arising with*
 26 *respect to said agreement, and s. 1.5 defines the laws of Newfoundland and Labrador*
 27 *as the Applicable Law. Article 13 of the WMA describes a dispute resolution*
 28 *mechanism, in which the Board has the final word.*

29
 30 *Please confirm or correct the affirmations in the preamble. Has Hydro-Québec ever*
 31 *explicitly agreed to the jurisdiction of the Board or the courts of Newfoundland and*
 32 *Labrador, or to the applicability of the laws of Newfoundland and Labrador, with*
 33 *respect to any matters relating to the Churchill Falls project? If so, please provide*
 34 *details and copies of relevant documents.*

35
 36 At page 9 of the Motion Hydro states that these requests pertain to the enforceability of the
 37 Water Management Agreement, stating that these:

38
 39 *...raise speculative questions as to the circumstances that might arise were the Water*
 40 *Management Agreement found to be beyond this Board's jurisdiction. Hydro submits that*
 41 *these are not issues that this Board can properly decide upon, they will cause prejudice to*
 42 *the parties, will delay the proceeding, and are not conducive to efficient regulatory*
 43 *processes.*

44
 45 Grand Riverkeeper Labrador, Inc. states in its submission at page 7:

46
 47 *GRK-NLH-16 through GRK-NLH-29 requests information as concerns the status of Hydro-*
 48 *Quebec's legal challenge to Nalcor's interpretation of the renewal clauses of the Churchill*
 49 *Falls Power Contract as well as specific information concerning the implications for the*
 50 *WMA should that challenge be successful. As noted above, the validity and enforceability of*

1 *the WMA depend directly on Nalcor's interpretation of these clauses. Should the courts*
 2 *support Hydro Quebec's interpretation of those clauses over Nalcor's, the WMA could*
 3 *become invalid or unenforceable.*

4
 5 *Given the risks associated with the unavailability of some or all of the planned energy and*
 6 *capacity from Muskrat Falls that could flow from this proceeding, GRKL respectfully*
 7 *submits that these information requests fall directly within the specific inclusions set out in*
 8 *the second paragraph of page 4 of P.U. 15(2014), and hence should be allowed.*
 9

10 As discussed earlier in this decision the Board finds that the details of the Quebec litigation,
 11 including the schedule and issues being addressed, are not relevant in this proceeding. This is
 12 the substance of the information sought in GRK-NLH-16 to 20, 28 and 29. Nevertheless the
 13 Board acknowledges that the consequences of an unfavourable ruling in relation to this litigation
 14 may be relevant to the issue of reliable and adequate power on the Island Interconnected system.
 15 The Board notes that GRK-NLH-23 requires that Hydro assume alternate circumstances for 2012
 16 and create new information. The Board does not believe it is reasonable to require Hydro to
 17 create information based on a hypothetical scenario as it is not clear how it would be of
 18 assistance and may be an undue burden to produce. The Board notes that, to the extent that the
 19 information sought in GRK-NLH-21, 22, 24, 25 and 26 relates to the implications on the power
 20 available on the Island Interconnected system if the results of the Quebec litigation are
 21 unfavorable, some aspects of these questions may be relevant. Therefore the Board accepts
 22 Hydro's motion with respect to GRK-NLH-16 to 20, 23, 28 and 29 but does not accept Hydro's
 23 motion with respect to GRK-NLH-21, 22, 24, 25 and 26, to the extent that the responses can
 24 address consequences regarding the availability of a reliable and adequate supply of power to the
 25 Island Interconnected system associated with the risks of the scenarios outlined.

26
 27 **GRK-NLH-40**

28
 29 In its submission Grand Riverkeeper Labrador, Inc. has withdrawn this request for information
 30 so it is not necessary to address Hydro's motion with respect to this request.

31
 32 **GRK-NLH-42 to 50**

33
 34 GRK-NLH-42 *Re: Cabot Martin, Supplement to Pre-Hearing Conference Submission (email dated*
 35 *March 17, 2014 and Outline of Serious Concerns on the Adequacy of landslide*
 36 *analysis at the North Spur, Muskrat Falls, by Dr. Stig Bernander)*

37
 38 *What response, if any does NLH or its parent company have to the concerns raised by*
 39 *Dr. Bernander in the referenced documents?*

40
 41 GRK-NLH-43 *Preamble: Under Section 44 of the Water Resources Act, the Minister of Environment*
 42 *and Conservation has "Safety of Works", oversight duties with regards to Dam Safety.*
 43 *Under section 48 of the Act, all persons wishing to construct a dam must file an*
 44 *application in the form set out in Schedule C, which must contain a "Dam Safety*
 45 *Review Report" and an "Emergency Preparedness Plan".*

1 *Has a Schedule C Application, Dam Safety Review Report and Emergency*
 2 *Preparedness Plan been completed with respect to instability and potential*
 3 *catastrophic failure of the North Spur? If so, please provide a copy. If not, why not?*

4
 5 GRK-NLH-44

6 *Preamble: Throughout the Federal/Provincial Joint Review Panel process related to*
 7 *the Muskrat Falls construction project, various Dam Break Studies were undertaken.*
 8 *For example, in April 2008, Hatch Ltd. presented The Lower Churchill Project*
 9 *GL1190-Dam Break Study Volume 1, which analysed several dam break scenarios but*
 10 *is strictly limited to concrete dams on the south side of the river.*
 11 *(see http://www.ceaa.gc.ca/50/documents_staticpost/26178/39444/at-01.pdf)*

12 *In May, 2010, a Supplemental Dam Break Analysis was carried out by Hatch Ltd.*
 13 *Extending the area of analysis to include Sheshatshiu and North West River but,*
 14 *again, is strictly limited to concrete dams on the south side of the river.*
 15 *(see http://www.ceaa.gc.ca/050/documents_staticpost/26178/44546/v2-f.pdf)*

16
 17 *In December, 2010, as the result of a request from the Federal Provincial Joint*
 18 *Review Panel to Nalcor, Hatch Ltd. Conducted a further dam break analysis,*
 19 *inundation mapping, and consequence assessment, which while strictly limited to*
 20 *concrete dams on the south side of the river, but this time for the case where Muskrat*
 21 *Falls was built first and failed. (MF1330-Hydraulic Modeling and Studies 2010*
 22 *Update Report 3: Muskrat Falls Dam Break Study.*
 23 *(see [http://www.pub.nf.ca/applications/MuskratFalls2011/files/exhibits/abridged/CE-](http://www.pub.nf.ca/applications/MuskratFalls2011/files/exhibits/abridged/CE-24-Public.pdf)*
 24 *24-Public.pdf)*

25
 26 *None of these studies considered the possible failure of the North Spur portion of the*
 27 *Muskrat Falls reservoir containment system. Such a study is essential to determine the*
 28 *risk of such a failure as well as the duration of any resulting forced outage at the*
 29 *Muskrat Falls generating station.*

30
 31 *Has any dam break study specifically addressed the possible failure of the North*
 32 *Spur? If so, please provide a copy. If not, why not?*

33
 34 GRK-NLH-45

35 *Preamble: In his report, Dr. Bernander expressed serious concern that there may be*
 36 *gaps and errors in the engineering analysis of the North Spur stability issue as made*
 37 *public by Nalcor and their engineering advisors SNC-Lavalin. In particular, Dr.*
 38 *Bernander is concerned that that there are apparently unresolved safety risks*
 39 *associated with possible “Downhill Progressive Landslide formation” at the North*
 40 *Spur. He states on page 1 of his report at III) “ The raised hazard, related to downhill*
 41 *progressive (brittle) failure formation in extensive landslides is not covered by the*
 42 *conventional values of safety factors normally applicable to analyses based on the*
 43 *concept of Plastic Limit Equilibrium Failure”*

44 *Under the heading **Item 1** Use of appropriate safety factors-Progressive Failure vs*
 45 *Plastic Limit Model... he makes the following statement.*

46 *“It has been stated in this context that uncertainties in landslide modelling are*
 47 *taken into consideration by the application in North Spur stability analyses of*
 48 *safety factors (Fs) that are 30 to 50 % higher than 1. i.e. $1.3 < Fs < 1.5$ ” ...*

49
 50 *“This is generally a correct approach when the conventional method of analysis,*
 51 *based on the concept of the **Limit Equilibrium Plastic Failure** mode is applied*

1 *and considered to **be valid**. However, for **Progressive Failure** formation in **long***
 2 ***slopes** with highly sensitive clay, the Plastic Limit Equilibrium Failure Approach*
 3 *(the PLEFA) is **not applicable**, and for these landslides the safety factors are*
 4 *defined in a different way.”*

5
 6 *It is therefore important to know whether the appropriate safety factors have been*
 7 *considered in evaluating the risk of failure at the North Spur, and its consequences*
 8 *regarding the reliability of power from the Muskrat Falls generating station.*

9
 10 *Have any studies been performed including progressive failure analysis in the North*
 11 *Spur? If so, please provide the complete analysis. If not, why not?*

12
 13 GRK-NLH-46 *Has NLH or its parent company evaluated the risk of retrogressive spreads, downhill*
 14 *progressive landslides or “bottleneck slides” at the North Spur site? If so, please*
 15 *provide a summary of its conclusions, and copies of any studies referred to.*

16
 17 GRK-NLH-47 *Please provide copies the most recent and detailed studies that exist with respect to*
 18 *soil structure and soil properties at the North Spur.*

19
 20 GRK-NLH-48 *Please provide a conservative estimate of the warning time that would be available in*
 21 *the event of a quick clay slide at the North Spur, providing references and copies of*
 22 *the studies referred to.*

23
 24 GRK-NLH-49 *Has additional geotechnical work with respect to the North Spur been carried out*
 25 *since the EIS was published? If so, please describe in detail the work that was carried*
 26 *out and summarize the reports, and provide copies of those reports.*

27
 28 GRK-NLH-50 *Please provide copies of the following studies concerning the North Spur, along with*
 29 *all associated drilling results, field data and stability calculations:*

30
 31 *(1) Acres Canadian Bechtel (1964 and October 1965) Muskrat Falls Development, a*
 32 *report to the British Newfoundland Corporation Limited (particularly Volume 2 and*
 33 *associated drilling and field data);*

34
 35 *(2) Lower Churchill Consultants. (June 1976) Muskrat Falls Development*
 36 *Geotechnical Review of 1965 Layout, a report to the Gull Island Power Company*
 37 *Limited.*

38
 39 *(3) Acres Consulting Services Ltd. (January 1978), Muskrat Falls Development - Main*
 40 *Report and Appendix, a report to Newfoundland and Labrador Hydro.*

41
 42 *4) SNC-Lavalin Newfoundland Ltd., (March 1980), Engineering Report and 1979*
 43 *Field Investigation Program, Volumes I to IV, No. 11.99.10.*

44
 45 *5) SNC – AGRA (1998) Muskrat Falls Feasibility Study Volume 2: 1998 Geotechnical*
 46 *Investigations; includes the results of the geotechnical investigations carried out by*
 47 *the consulting firm of Jacques Whitford in the summer of 1998 together with the*
 48 *relevant plates and appendices incorporated after the text of the report.*

49
 50 *(6) SNC-Lavalin (2013) North Spur Geotechnical Reports (all).*

1 Hydro states in its submission that these requests pertain to alleged construction and physical
 2 risks of the Muskrat Falls Project which the Board ruled in Order No. P.U. 15(2014) are not
 3 relevant to the review of system reliability and are therefore outside of the scope of the present
 4 inquiry.

5
 6 Grand Riverkeeper Labrador, Inc. argues that the Board has not excluded these issues from the
 7 inquiry and states at page 7:

8
 9 *More specifically, it is stated that taking into account the various risks associated with the*
 10 *unavailability of some or all of the planned energy and capacity from Muskrat Falls – which*
 11 *certainly include any identified risks to the physical integrity of the plant – falls within the*
 12 *issues to be addressed in this investigation and hearing.*
 13

14 The Board believes that the detailed technical information in relation to the North Spur of the
 15 Muskrat Falls Project sought in GRK-NLH-42, and 47 to 50 is not relevant to the issues in this
 16 proceeding. This proceeding will not involve an analysis of engineering and construction issues
 17 associated with the Muskrat Falls Project but rather will address whether Hydro has secured a
 18 reliable and adequate supply of power for the Island Interconnected system and has fully
 19 addressed any risks to this supply. The Board finds that, to a large extent, GRK-NLH-43 to 46
 20 also seek very specific information in relation to the technical issues associated with the North
 21 Spur at the Muskrat Falls Project site, which is beyond the scope of this proceeding.
 22 Nevertheless, to the extent that the information sought may relate to issues associated with the
 23 risks to the adequate and reliable supply on the Island Interconnected system and how these risks
 24 have been addressed, this information may be relevant. The Board therefore rejects Hydro's
 25 motion with respect to GRK-NLH-43 to 46 and will allow the questions. However it is not
 26 necessary for Hydro to provide detailed technical information or reports related to engineering
 27 and construction issues but rather should direct its response to the risks and consequences to the
 28 Island Interconnected system of the scenarios and issues raised. The Board accepts Hydro's
 29 motion in relation to GRK-NLH-42 and GRK-NLH-47 to 50.
 30

31 **GRK-NLH-53 to 57**

32
 33 In its submission Grand Riverkeeper Labrador, Inc. requests permission to submit five additional
 34 requests for information concerning the North Spur, stating:

35
 36 *These RFIs seek confirmation of new information revealed by The Telegram on August 24,*
 37 *2014. In the event that the Board decides to allow GRK-NLH-42 through GRK-NLH-50, it*
 38 *respectfully request that it order NLH to respond to GRK-NLH-53 through GRK-NLH-57 as*
 39 *well.*
 40

41 The additional requests are provided below:

42
 43 GRK-NLH-53 *Please provide a document or documents describing in detail the works to be*
 44 *undertaken to stabilize the North Spur, and in particular describing the “plan”*
 45 *referred to by Mr. Gilbert Bennett in the article cited in the preamble.*
 46

47 GRK-NLH-54 *Please provide a copy of the email cited from Nalcor's lead geotechnical engineer,*
 48 *Regis Bouchard, to Mr. Bennett, in which he said that the North Spur is a unique case*

1 *and there's nothing exactly comparable to it anywhere in the world, and that each of*
 2 *the measures being taken is proven technology which has been used elsewhere.*

3
 4 GRK-NLH-55 *Please provide a copy of the document in which "Muskrat Falls engineer assigned to*
 5 *provide independent project oversight looked at the North Spur plans and concluded*
 6 *that they meet currently accepted geotechnical standards, and should stabilize the*
 7 *spur when Muskrat Falls is built."*

8
 9 GRK-NLH-56 *Please confirm that Gilbert Newfoundland and Labrador Contracting is responsible*
 10 *for carrying out the North Spur stabilization plan. If this information is incorrect or*
 11 *incomplete, please indicate what company or companies will be responsible for this*
 12 *work, the scope of work, the value of the contract, and the time frame in which it is to*
 13 *be carried out.*

14
 15 GRK-NLH-57 *Has the new North Spur stabilization plan been subjected to independent third party*
 16 *review? If so, please provide details of who carried out the review, when, and the*
 17 *results of their review. If not, are there any plans for such independent review? If not,*
 18 *why not?*

19
 20 Hydro argues at page 4 of its submission that the proposed supplemental questions are outside of
 21 the scope of the proceeding and *"...that it would be inappropriate at this stage of the proceeding*
 22 *to allow a party an opportunity to unilaterally submit supplemental RFIS."*

23
 24 The Board does not believe that these requests should be excluded on the basis of procedural
 25 issues associated with the filing. The Board notes that the request for information aspect of the
 26 proceeding is ongoing and Hydro did not demonstrate any prejudice with respect to the filing of
 27 these requests. The Board believes that the information requested generally goes beyond what
 28 would be relevant and useful in this proceeding, seeking detailed technical data and reports in
 29 relation to the work to be done to stabilize the North Spur. However the information requested in
 30 GRK-NLH-55 and 57 may be relevant to the issue of assessment of risk. The Board therefore
 31 accepts Hydro's motion with respect to GRK-NLH-53, 54 and 56. The Board rejects Hydro's
 32 motion with respect to GRK-NLH-55 and 57 to the extent that the responses can address the
 33 consequences regarding the availability of a reliable and adequate supply of power to the Island
 34 Interconnected system.

35 36 **Conclusion**

37
 38 Hydro challenged a total of 61 of the Requests for Information filed by Mr. Dumaresque. The
 39 Board has determined that eight of the challenged requests should be allowed. Hydro challenged
 40 a total of 40 of the Requests for Information filed by Grand Riverkeeper Labrador, Inc. Six of
 41 these requests were withdrawn or amended and the Board has determined that 11 of the
 42 challenged requests should be allowed.

43
 44 The Board accepts Hydro's motion with respect to the following Requests for Information:

45
 46 DD-NLH-1 to 9, DD-NLH-12 to 15, DD-NLH-17 to 23, DD-NLH-28, DD-NLH-42, DD-NLH-
 47 44, DD-NLH-45, DD-NLH-48, DD-NLH-49, DD-NLH-50, DD-NLH-54, DD-NLH-57, DD-

1 NLH-59, DD-NLH-61 to 64, DD-NLH-69, DD-NLH-71, DD-NLH-72, DD-NLH-74 to 84, DD-
2 NLH-86 to 90

3
4 GRK-NLH-8, GRK-NLH-10 to 20, GRK-NLH-23, GRK-NLH-28, GRK-NLH-29, GRK-NLH-
5 42, GRK-NLH-47 to 50, GRK-NLH-53, GRK-NLH-54, GRK-NLH-56

6
7 The Board does not accept Hydro's motion with respect to the following Requests for
8 Information:

9
10 DD-NLH-10, DD-NLH-11, DD-NLH-16, DD-NLH-52, DD-NLH-56, DD-NLH-58, DD-NLH-
11 70, DD-NLH-73

12
13 GRK-NLH-21, GRK-NLH-22, GRK-NLH-24 to 26, GRK-NLH-43 to 46, GRK-NLH-55, GRK-
14 NLH-57

15
16 The Board will set the schedule by which Hydro should respond to these requests in a separate
17 letter. The response to some of these requests may be scoped by Hydro as discussed in this
18 decision.

19
20

21 **IT IS THEREFORE ORDERED THAT:**

22

23 **1. Hydro's motion with respect to the following Requests for Information is accepted:**

24

25 DD-NLH-1 to 9, DD-NLH-12 to 15, DD-NLH-17 to 23, DD-NLH-28, DD-NLH-42, DD-
26 NLH-44, DD-NLH-45, DD-NLH-48, DD-NLH-49, DD-NLH-50, DD-NLH-54, DD-NLH-
27 57, DD-NLH-59, DD-NLH-61 to 64, DD-NLH-69, DD-NLH-71, DD-NLH-72, DD-NLH-
28 74 to 84, DD-NLH-86 to 90

29

30 GRK-NLH-8, GRK-NLH-10 to 20, GRK-NLH-23, GRK-NLH-28, GRK-NLH-29, GRK-
31 NLH-42, GRK-NLH-47 to 50, GRK-NLH-53, GRK-NLH-54, GRK-NLH-56

32

33 **2. Hydro motion with respect to the following Requests for Information is denied:**

34

35 DD-NLH-10, DD-NLH-11, DD-NLH-16, DD-NLH-52, DD-NLH-56, DD-NLH-58, DD-
36 NLH-70, DD-NLH-73

37

38 GRK-NLH-21, GRK-NLH-22, GRK-NLH-24 to 26, GRK-NLH-43 to 46, GRK-NLH-55,
39 GRK-NLH-57

40

41 **3. Hydro shall pay the expenses of the Board associated with this matter.**

DATED at St. John's, Newfoundland and Labrador, this 16th day of October 2014.

Andy Wells
Chair & Chief Executive Officer

Darlene Whalen, P.Eng.
Vice-Chair

James Oxford
Commissioner

Cheryl Blundon
Board Secretary