

1 Q. Explain in detail how the clauses identified in response to PUB-CF(L)Co-5 meet the
2 requirement, set out in section 5.7 of the *EPCA*, that an agreement to develop a
3 source of power, entered into by two or more persons and reviewed by the public
4 utilities board, or, in the absence of an agreement by the parties, established by the
5 public utilities board, not adversely affect a provision of a contract for the supply of
6 power entered into by a person bound by the Water Management Agreement and
7 a third party, which was entered into before the Water Management Agreement.
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9 A. The requirement in section 5.7 of the *EPCA*, that a provision of a water
10 management agreement not adversely affect a provision of a contract for the
11 supply of power, is specifically addressed at article 2.1 of the WMA under the
12 heading - Objective of the Agreement. The requirement is further reproduced and
13 acknowledged by the parties at article 3.1 of the WMA. As well article 3.2 of the
14 WMA lists all PPCs and confirms that such contracts enjoy the protection of section
15 5.7 of the *EPCA*. Other protective provisions of the WMA include articles 4.7(c) and
16 (d), 6.2 (d), 6.3, 7.1(a), (b) and (h)(i), 9.1, 10.1(b), and 12.1. These have been
17 discussed in the response to IR's PUB-CF(L)Co-1 and PUB-CF(L)Co-2. CF(L)Co,
18 therefore, is of the view that the proposed WMA, as submitted to the Board, meets
19 the requirement set out in section 5.7 of the *EPCA*.