

1 Q. In the event that the Board determines that the last sentence of the
2 agreement is inconsistent with the issuance of a final order in this matter at
3 this time can you please confirm that the last sentence of the agreement
4 which states *"Nothing in this Agreement prejudices the right of any party to*
5 *contend for any position, consistent or inconsistent with these points in the*
6 *hearing of the General Rate Application."* is severable from the agreement.

7

8

9 A. The last full sentence in the Aur Resources Inc. agreement,

10

11 *"Nothing in this Agreement prejudices the right of any party to contend for*
12 *any position, consistent or inconsistent with these points in the hearing of the*
13 *General Rate Application."*

14

15 was intended to be consistent with the reserved right of the Industrial
16 Customers to contest the "calculation of specifically assigned charges to
17 customers" as was set out in the COS agreement between the GRA parties
18 dated October 20, 2006. Subsequently, the parties resolved this matter as
19 stated in clause 8 of the parties Agreement on COS, Rate Design and Other
20 Issues. Hydro has confirmed with the Industrial Customers that the above-
21 quoted sentence from the Aur Resources Inc. agreement is now of no
22 applicability and can be considered severable from the remainder of that
23 agreement.