

IN THE MATTER OF the *Public Utilities Act*, RSN 1990, Chapter P-47 (the "Act"); and

IN THE MATTER OF a General Rate Application (the Application) by Newfoundland and Labrador Hydro for approvals of, under Section 70 of the Act, changes in the rates to be charged for the supply of power and energy to Newfoundland Power, Rural Customers and Industrial Customers; and under Section 71 of the Act, changes in the Rules and Regulations applicable to the supply of electricity to Rural Customers.

IN THE MATTER OF the *Electrical Power Control Act*, 1994, SNL 1994, Chapter E-5.1 (The "EPCA") And The Public Utilities Act, RSNL 1990, Chapter P-47 (The "Act"), As Amended; And

IN THE MATTER OF An Investigation And Hearing Into Supply Issues And Power Outages On The Island Interconnected System.

REQUESTS FOR INFORMATION

THE NEWFOUNDLAND AND LABRADOR PUBLIC UTILITIES BOARD

GRK-NLH-134 to GRK-NLH-136

GRAND RIVERKEEPER LABRADOR INC. (GRK)

Issued September 15, 2015

GRK-NLH-134

Re: GRK-NLH-022, GRK-NLH-102

Citation 1: “The overall power from Muskrat Falls is unaffected by a different interpretation of the power contract renewal in 2016.”

Citation 2: “The reference refers to the annual energy from the plant.”

Question: Would the ability of Muskrat Falls to provide capacity at the winter peak be affected by a different interpretation of the power contract renewal in 2016?

Please indicate the capacity at winter peak available to NLH for planning purposes from Muskrat Falls, under a) Nalcor’s and b) Hydro-Québec’s interpretation of the power contract renewal provisions. In each case, please explain in detail the justification for the stated capacity value.

GRK-NLH-135

Re: GRK-NLH-123

Preamble:

GRK-NLH-123 refers to Article 3 of the Muskrat Falls PPA to respond to the question:

Does the expression “the full capacity of the Muskrat Falls plant” in the citation refer to a) the full installed capacity of the Muskrat Falls plant (824 MW), at all times, or b) the full amount of whatever capacity is available from the Muskrat Falls plant at any given time?

If the latter, does the MFPPA provide any commitments to NLH with respect to the amount of capacity that will be available to it at any given time?

Section 3.2(a) of the PPA reads:

(a) Restrictions on Forecasting & Scheduling - NLH shall only forecast and Schedule Energy and Capacity attributable to the MF Plant to serve NL Native Load in accordance with Good Utility Practice and subject to the following restrictions and limitations: (i) Contracted Commitments, (ii) Capacity of the MF Plant, (iii) WMA limitations, (iv) hydrological conditions, and (v) Forgivable Events.

(b) Availability Commitment - Subject to Section 3.2(a), (i) all Energy and Capacity from the MF Plant that is forecasted or Scheduled by NLH in the 156 Week Forecast, Four Week Schedule or NL Native Load Day-Ahead Schedule shall be and remain available to NLH on a firm and priority basis, and (ii) NLH may at any time adjust the hourly Energy delivery requirements for NL Native Load in accordance with the Scheduling Protocol.

...

(d) Plant Operations and Reservoirs - The Parties agree that in order to achieve the principles set forth in this Section 3.2, NLH shall have maximum flexibility in Scheduling Energy and Capacity from the MF Plant for the purpose of meeting the NL Native Load

provided that such flexibility shall be subject to the provisions of **Section 3.2(a)**. ...
(underlining added)

Question:

Please explain in detail the nature of each of the restrictions and limitations mentioned in s. 3.2(a), namely: (i) Contracted Commitments, (ii) Capacity of the MF Plant, (iii) WMA limitations, (iv) hydrological conditions, and (v) Forgivable Events.

In particular, please explain:

- a) the nature of the “WMA limitations”(s. 3.2(a) (iii)), and how they might affect the scheduling of Capacity;
- b) the extent to which “hydrological conditions” (s. 3.2(a) (iv)) depend on the operations of the Churchill Falls plant, and how the operating choices made by CF(L)Co will affect available capacity from the Muskrat Falls plant; and
- c) the definition of ‘Forgivable Events’ (s. 3.2(a) (v)). In particular, please indicate whether or not plant unavailability due to a North Spur slide would be considered a Forgivable Event under the PPA.

GRK-NLH-136

Re: GRK-NLH-125

Preamble:

The RFI asked Hydro to confirm that “within 20 minutes, this amount [immediate load shedding of 673 MW] could be reduced to 396.8 MW (673-276.2), due to the availability of standby generation.”

The response states that “This is not confirmed.”

Please modify the statement quoted in the preamble such that it is correct.

DATED at Montreal, in the Province of Quebec, this 15th day of September, 2015.

Charles O’Brien

Attorney for Grand Riverkeeper Labrador
Inc.

Ecc. **Newfoundland Power Inc.**

Mr. Gerald Hayes, E-mail: ghayes@newfoundlandpower.com

Ian Kelly, QC, E-mail: ikelly@curtisdawe.com

Consumer Advocate

Mr. Thomas Johnson, E-mail: tjohnson@odeaearl.ca

Ms. Colleen Lacey, E-mail: clacey@odeaearle.ca

Island Industrial Customer Group

Mr. Paul Coxworthy, E-mail: pcoxworthy@stewartmckelvey.com

Mr. Dean Porter, E-mail: dporter@pa-law.ca

Mr. Danny Dumaresque

Mr. Danny Dumaresque, E-mail: danny.liberal@gmail.com

Newfoundland and Labrador Hydro

Mr. Geoffrey P. Young, E-mail: gyoung@nlh.nl.ca