

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

120 Torbay Road, P.O. Box 21040, St. John's, Newfoundland and Labrador, Canada, A1A 5B2

*Hearing Transcript*

**Newfoundland and Labrador Hydro  
2017 General Rate Application**

**July 25, 2018**

**The Board:**

Darlene Whalen, Chair and CEO  
Dwanda Newman, Vice-Chair  
James Oxford, Commissioner

**Board Counsel/Staff:**

Jacqueline Glynn, Board Counsel  
Maureen Greene, Q.C., Hearing Counsel  
Sara Kean, Assistant Board Secretary

**Newfoundland and Labrador Hydro:**

Geoffrey Young, Counsel  
Alex Templeton, Counsel

**Witness/Witnesses:**

Lisa Hutchens, Vice President,  
Financial Services

**Newfoundland Power Inc.:**

Gerard Hayes, Counsel  
Liam O'Brien, Counsel

**Consumer Advocate:**

Dennis Browne, Q.C.

**Island Industrial Customers:**

Paul Coxworthy, Counsel  
Dean Porter, Counsel  
Denis Fleming, Counsel

**Labrador Interconnected Group\*:**

Senwung Luk, Counsel

**Iron Ore Company of Canada\*:**

Benoit Pepin, Counsel

\*Note – These two parties will not be in attendance every day

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1 (9:03 a.m.)  
 2 CHAIR:  
 3 Q. Good morning, everybody. I'm assuming  
 4 there's no preliminary matters?  
 5 MS. GLYNN:  
 6 Q. No preliminary matters. Back to Mr.  
 7 O'Brien.  
 8 MR. O'BRIEN:  
 9 Q. Thank you, Madam Chair. Good morning, Ms.  
 10 Hutchens.  
 11 MS. HUTCHENS:  
 12 A. Good morning.  
 13 MR. O'BRIEN:  
 14 Q. When we left off yesterday, we were  
 15 discussing O & M costs for the use of the  
 16 LIL and the LTA assets that were included in  
 17 the test years, I believe, and we were  
 18 having a look at – there was an undertaking  
 19 response, Undertaking 54, and I don't need  
 20 to bring it up right now, but there was  
 21 estimate. That's where we saw the 51.9 for  
 22 2019, and I think it's 8.3 for 2018 for  
 23 those costs, for those O & M costs?  
 24 MS. HUTCHENS:  
 25 A. I think the undertaking had the prior

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1 numbers in it, if I'm thinking about the  
 2 right undertaking, but, yes, generally, yes.  
 3 MR. O'BRIEN:  
 4 Q. And there are a couple of undertakings that  
 5 have that in it, I think.  
 6 MS. HUTCHENS:  
 7 A. Yes, yes, I can't recall exactly which one  
 8 it was.  
 9 MR. O'BRIEN:  
 10 Q. I think the actual page of it is – and  
 11 you're right, the undertaking had the 2018  
 12 assessments and they've since been updated?  
 13 MS. HUTCHENS:  
 14 A. Correct.  
 15 MR. O'BRIEN:  
 16 Q. Okay, all right. Now I understand that that  
 17 particular assessment, the 2018, the slide  
 18 that was provided to Hydro, those  
 19 calculations were based on looking at –  
 20 they're derived from the base estimate for  
 21 the operation going forward, for the entire  
 22 operation from 2021 forward, and then  
 23 figures were derived from that looking  
 24 backwards, is that right?  
 25 MS. HUTCHENS:

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1 A. My understanding is that they did an  
 2 estimate of sort of full operational year,  
 3 and then –  
 4 MR. O'BRIEN:  
 5 Q. Right, yeah, worked backwards from there.  
 6 MS. HUTCHENS:  
 7 A. Sort of staged it in, so, yes.  
 8 MR. O'BRIEN:  
 9 Q. Okay.  
 10 MS. HUTCHENS:  
 11 A. Generally, yes, what you're describing, but  
 12 maybe not explicitly how I would have  
 13 characterized it, yes.  
 14 MR. O'BRIEN:  
 15 Q. I wonder if we can bring up ICC-NLH-122,  
 16 Attachment 1. This is on the record here as  
 17 a Muskrat Falls project update, June 23rd,  
 18 2017. Are you familiar with this document?  
 19 MS. HUTCHENS:  
 20 A. I've seen it, yes.  
 21 MR. O'BRIEN:  
 22 Q. Okay. Can we go to page 15? There's some  
 23 points in here about base operating and  
 24 maintenance costs, and there's an estimate  
 25 there from 2012 of 34 million, and that

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1 estimate from what I can gather is for the  
 2 entire project starting in 2018, is that  
 3 right, an annual O & M?  
 4 MS. HUTCHENS:  
 5 A. I'm unable to confirm that, but based on my  
 6 read, that would be what I'm reading there.  
 7 MR. O'BRIEN:  
 8 Q. And the 2017 estimate as at that point was –  
 9 it's gone from 34 million to 109 million for  
 10 O & M costs annually?  
 11 MS. HUTCHENS:  
 12 A. Yes, that is what that slide would indicate.  
 13 MR. O'BRIEN:  
 14 Q. Did Hydro have any discussions with Nalcor  
 15 as to the reasons why that overall  
 16 assessment of O & M is increased from 34 to  
 17 109?  
 18 MS. HUTCHENS:  
 19 A. I can't recall explicit conversations about  
 20 it, but an estimate done five years ago  
 21 prior to the assets being, you know,  
 22 designed and started to be put in, I would  
 23 necessarily expect to be less accurate than  
 24 something as you get closer and as you  
 25 understand what's coming into play, but that

<p style="text-align: right;">Page 5</p> <p>1 would be a general assessment of mine, not 2 necessarily a representation made. 3 MR. O'BRIEN: 4 Q. So in terms of – now I guess I could 5 understand that in terms of constructions 6 costs, but in terms of O &amp; M costs, would 7 they generally – would you expect to see an 8 increase of three-fold or more there? 9 MS. HUTCHENS: 10 A. I'm afraid I can't comment because I don't 11 understand the basis of the two numbers, nor 12 do I have any experience in major 13 construction projects like this. 14 MR. O'BRIEN: 15 Q. So you're not able to speak to whether or 16 not any discussions were had in terms of the 17 reasons for that increase, because one of 18 the things we see now in the 2019 test 19 years, we have 51 million included for O &amp; M 20 and that's just for the LIL and LTA assets, 21 that doesn't include the generation portion, 22 is that right? 23 MS. HUTCHENS: 24 A. That is correct, it just includes the two, 25 yes.</p>	<p style="text-align: right;">Page 7</p> <p>1 MS. HUTCHENS: 2 A. You know, they're not Hydro numbers, so I 3 don't know – 4 MR. O'BRIEN: 5 Q. I understand, okay. 6 MS. HUTCHENS: 7 A. I can't compel. 8 MR. O'BRIEN: 9 Q. But beyond that, you can't comment on it? 10 MS. HUTCHENS: 11 A. No, I can not. 12 (9:10 a.m.) 13 MS. GLYNN: 14 Q. The undertaking is noted on the record. 15 MR. O'BRIEN: 16 Q. Thank you. The 51.4 million in O &amp; M costs 17 for 2019, do you know if that's based on a 18 percentage of assets in service or is it 19 prorated based on the amount of energy to be 20 delivered? Do you have any idea as to how 21 that assessment was done? 22 MS. HUTCHENS: 23 A. How the 51 was derived? 24 MR. O'BRIEN: 25 Q. Yeah.</p>
<p style="text-align: right;">Page 6</p> <p>1 MR. O'BRIEN: 2 Q. So that's higher than what the 2012 estimate 3 was for the entire project, is that fair? 4 MS. HUTCHENS: 5 A. Say that again, sorry. 6 MR. O'BRIEN: 7 Q. So the 51.4 million now which is being 8 assessed for 2019 relating to the O &amp; M for 9 the LIL and the LTA, that doesn't include 10 the generation portion? 11 MS. HUTCHENS: 12 A. Correct. 13 MR. O'BRIEN: 14 Q. Whereas the 34 million in 2012 included the 15 generation portion? 16 MS. HUTCHENS: 17 A. I can't confirm that, but I would assume 18 based on what I'm seeing here. 19 MR. O'BRIEN: 20 Q. Can you undertake to confirm that for us or 21 look into it? 22 MS. HUTCHENS: 23 A. I can look into it. 24 MR. O'BRIEN: 25 Q. Okay.</p>	<p style="text-align: right;">Page 8</p> <p>1 MS. HUTCHENS: 2 A. I believe it was based on detailed 3 information that was in the back here. 4 MR. O'BRIEN: 5 Q. I understand. I'm going to take you to the 6 actual breakdown, the components, but the 7 overall assessment, clearly the operation 8 and maintenance is not being done right now 9 all the way out to 2020, but the 10 calculation, if the calculation was made 11 based on a base estimate in 2021 looking 12 backwards, do you know if it was based on 13 what assets are in service or was it based 14 on how much energy is delivered, or are 15 either of those built into it? 16 MS. HUTCHENS: 17 A. I believe it's based on what assets are in 18 service, which would align with what you 19 would generally expect from an accounting 20 perspective. 21 MR. O'BRIEN: 22 Q. Okay, and it wouldn't matter how much energy 23 is delivered? 24 MS. HUTCHENS: 25 A. Correct.</p>

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1 MR. O'BRIEN:  
 2 Q. Okay. Before I take you to – I want to go  
 3 through some of the components figures in  
 4 that Undertaking 54, just to get an idea as  
 5 to exactly what's included in those O & M  
 6 costs. I did want to talk to you just  
 7 briefly to address the notion of recovery  
 8 and Hydro's entitlement to recovery, and I  
 9 wanted to bring you to the Supplemental  
 10 Evidence that was filed last Friday. It's  
 11 page 3, starting with line 7, "To access  
 12 off-island power purchases, Hydro entered  
 13 into agreements with the owners of the LIL  
 14 and the Labrador Transmission Assets, which  
 15 will permit Hydro to use those transmission  
 16 facilities to transmit energy to the island,  
 17 and require Hydro to pay the operating and  
 18 maintenance costs associated with the use of  
 19 the transmission lines". Now you did  
 20 testify yesterday that those agreements are  
 21 not in place as of yet, is that right?  
 22 MS. HUTCHENS:  
 23 A. That's correct.  
 24 MR. O'BRIEN:  
 25 Q. And the next line says, "Hydro is proposing

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1 that consistent with Order in Council, OC-  
 2 2013-343, the operating and maintenance  
 3 costs incurred to use the LIL and LTA prior  
 4 to commissioning of the Muskrat Falls  
 5 Project be included for recovery in Hydro's  
 6 2018 and 2019 test years". I wanted to talk  
 7 to you about that line, if I could. There  
 8 was an application brought by the consumer  
 9 advocate questioning the Board's  
 10 jurisdiction to allow recovery of these  
 11 particular costs pursuant to that Order in  
 12 Council. You're aware of that, are you?  
 13 MS. HUTCHENS:  
 14 A. Yes, I am.  
 15 MR. O'BRIEN:  
 16 Q. And if I understood it correctly, Hydro's  
 17 primary response related to the fact that  
 18 the amounts that were proposed to be  
 19 collected were to be put into a deferral  
 20 account. So they're not really going to be  
 21 collected until later. That was the primary  
 22 response, but that's kind of off the table  
 23 now because the deferral account scenario is  
 24 not in play any more, is that fair?  
 25 MS. HUTCHENS:

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1 A. The deferral account scenario is not in  
 2 play. Yeah, the off-island purchase power  
 3 deferral account, yes, has been settled.  
 4 MR. O'BRIEN:  
 5 Q. So any argument to say that the amounts are  
 6 not actually collected, they're put into a  
 7 deferral account and won't be collected  
 8 later, that's not an argument that would be  
 9 pursued, I presume?  
 10 MS. HUTCHENS:  
 11 A. I think that may be a better question for  
 12 legal counsel in terms of the jurisdictional  
 13 issue. I think I'm getting into the realm  
 14 of the law there, which is not my –  
 15 MR. O'BRIEN:  
 16 Q. Okay. Well, one of the other positions,  
 17 from what I can gather here, is that the  
 18 position taken is that the project is near  
 19 commissioning?  
 20 MS. HUTCHENS:  
 21 A. Correct.  
 22 MR. O'BRIEN:  
 23 Q. And that's consistent with the OC?  
 24 MS. HUTCHENS:  
 25 A. Correct.

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1 MR. O'BRIEN:  
 2 Q. Okay, and I did want to – in cross-  
 3 examination, Mr. Haynes was asked whether he  
 4 felt that the phrase – was asked about the  
 5 phrase "near commissioning". He had  
 6 indicated that it was a vague phrase from an  
 7 engineering perspective, and I believe he  
 8 indicated it's generally used to describe  
 9 the period of time which he stated was  
 10 usually a few weeks or months when a project  
 11 is going through commissioning. He didn't  
 12 necessarily equate that to a couple of year  
 13 period, which we're talking about here,  
 14 2018, 2019, and maybe even into 2020. He  
 15 indicated the actual commissioning of the  
 16 LIL line couldn't occur until generation was  
 17 available from Muskrat Falls. Can you  
 18 comment on what basis Hydro now purports  
 19 that the collection of these amounts falls  
 20 within the OC?  
 21 MS. HUTCHENS:  
 22 A. If I recall Mr. Haynes' testimony, and just  
 23 based on discussions I've had with him, I  
 24 think his comment in terms of the  
 25 commissioning was around full commissioning.

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1 What I can say is that from an accounting  
 2 perspective, once the LTA and the LIL start  
 3 to go into operation, I would fully expect  
 4 that those O & M costs associated with the  
 5 operation of that asset would no longer be  
 6 capitalizable, and that would indicate to me  
 7 that there's a value seen in that from an  
 8 accounting perspective, and, you know, the  
 9 commissioning piece, and I agree near  
 10 commissioning can be looked at in different  
 11 ways.  
 12 MR. O'BRIEN:  
 13 Q. Uh-hm.  
 14 MS. HUTCHENS:  
 15 A. And I think, you know, the LTA and the LIL  
 16 will be near commissioning for sure when we  
 17 get to the point where we're transmitting  
 18 power this fall, and at the maximum rate  
 19 that we can take it down, and those assets  
 20 will be up and running and a significant  
 21 portion of the commissioning will be  
 22 completed. So, you know, I'm into  
 23 engineering territory a little bit, but it's  
 24 a bit of a judgment call.  
 25 MR. O'BRIEN:

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1 Q. Yeah, I gather what you're saying is an  
 2 accounting perspective.  
 3 MS. HUTCHENS:  
 4 A. And I appreciate that the terminology is  
 5 subject to interpretation.  
 6 (9:15 a.m.)  
 7 MR. O'BRIEN:  
 8 Q. I gather what you're saying from an  
 9 accounting perspective as to where you put  
 10 things, in what sort of category. Once it's  
 11 being used, you have to start to capitalize.  
 12 Is that the interpretation Hydro is placing  
 13 on the near commissioning now, or is that a  
 14 legal question?  
 15 MS. HUTCHENS:  
 16 A. I think it's more of a legal question, to be  
 17 honest with you.  
 18 MR. O'BRIEN:  
 19 Q. Okay. Can we go back to Undertaking 54,  
 20 Page 10? So, this is the response to a  
 21 request for the power presentation and that  
 22 showed the double counting and the O & M  
 23 number. I did want to take you through some  
 24 of this undertaking because it's a new  
 25 document for us in the last couple of days,

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1 and there's some further information there  
 2 about those O & M costs.  
 3 MS. HUTCHENS:  
 4 A. Yes, I appreciate that.  
 5 MR. O'BRIEN:  
 6 Q. Page 10, there's some budget highlights  
 7 there and assumptions. The third bullet  
 8 there, "O & M costs for LTA is budgeted to  
 9 be expensed in Q1, 2018". Did that happen?  
 10 MS. HUTCHENS:  
 11 A. Sorry, ask that question again.  
 12 MR. O'BRIEN:  
 13 Q. The third bullet there starting with, "O & M  
 14 costs for LTA is budgeted to be expensed in  
 15 Q1, 2018".  
 16 MS. HUTCHENS:  
 17 A. No, it did not.  
 18 MR. O'BRIEN:  
 19 Q. That's an accounting piece, is it, for  
 20 Nalcor as to when they're going to expense  
 21 it?  
 22 MS. HUTCHENS:  
 23 A. Yes, yes, yeah.  
 24 MR. O'BRIEN:  
 25 Q. Okay, and "O & M costs for LIL is budgeted

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1 to be expensed in Q2, 2019". I presume  
 2 those costs haven't been expensed yet, do  
 3 you know?  
 4 MS. HUTCHENS:  
 5 A. My understanding is that they have not.  
 6 MR. O'BRIEN:  
 7 Q. Okay, "but costs prior to that being  
 8 capitalized while bi-pole testing and  
 9 commissioning activities are still  
 10 underway". Are any of those costs being  
 11 capitalized, do you know, right now?  
 12 MS. HUTCHENS:  
 13 A. I believe that any costs associated with the  
 14 LIL currently are being capitalized until we  
 15 get to the point that we reach sufficient  
 16 capacity in the fall.  
 17 MR. O'BRIEN:  
 18 Q. Okay, all right.  
 19 MS. HUTCHENS:  
 20 A. So this presentation, I believe, was written  
 21 at a time when we expected the LIL to be  
 22 operational earlier than what we currently  
 23 expect it to be operational.  
 24 MR. O'BRIEN:  
 25 Q. And are the two being tied then, the expense

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1 of the LTA, and the expense of the LIL now?  
 2 Is that the plan, do you know, because Q1 is  
 3 past in 2018, but the LTA hasn't been  
 4 expensed?  
 5 MS. HUTCHENS:  
 6 A. We currently expect both those to start in  
 7 the fall.  
 8 MR. O'BRIEN:  
 9 Q. Yeah, okay. Now it says, "These O & M costs  
 10 will be fully recovered". So they're going  
 11 to be capitalized, but "the O & M costs will  
 12 be fully recovered through NLH, through  
 13 transmission use payments prior to Muskrat  
 14 Falls full power". Does that mean whatever  
 15 is being capitalized already is going to be  
 16 recovered as well?  
 17 MS. HUTCHENS:  
 18 A. No, I don't believe that that's the  
 19 intention there, no. It's the operating  
 20 costs once we start to get sufficient power  
 21 coming down through the LIL.  
 22 MR. O'BRIEN:  
 23 Q. So nothing will be recovered until you get  
 24 sufficient power coming down from the LIL?  
 25 MS. HUTCHENS:

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1 A. Yes.  
 2 MR. O'BRIEN:  
 3 Q. And then you'll start recovery?  
 4 MS. HUTCHENS:  
 5 A. Yes, yeah, it's intended to match the  
 6 benefit with the cost as well.  
 7 MR. O'BRIEN:  
 8 Q. And that's what I was going to ask.  
 9 MS. HUTCHENS:  
 10 A. Yeah, absolutely.  
 11 MR. O'BRIEN:  
 12 Q. So from the perspective of whether that  
 13 would comply with the Order in Council,  
 14 that's a legal question you can't comment  
 15 on?  
 16 MS. HUTCHENS:  
 17 A. Yes, it is, yeah.  
 18 MR. O'BRIEN:  
 19 Q. Page 11, the third bullet there, "Any  
 20 operational readiness costs prior to Q1,  
 21 2018, for LTA; Q2, 2018, for LIL, and 2020  
 22 for MF, will be funded under LCP transition  
 23 to operations, capital budget, and recovered  
 24 from NLH following MF full power through  
 25 PPA/TFA". So that's the purchase power

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1 agreement and the transfer fund agreement,  
 2 is that right?  
 3 MS. HUTCHENS:  
 4 A. Transmission funding agreement, yeah.  
 5 MR. O'BRIEN:  
 6 Q. Transmission fund, sorry. So can you tell  
 7 me, first of all, what operational readiness  
 8 costs are?  
 9 MS. HUTCHENS:  
 10 A. I think it's the expenditures being incurred  
 11 to get us to the point where the assets are  
 12 operational, and I think it's intended to  
 13 capture the costs associated with running up  
 14 to transmitting power at a sufficient level  
 15 to say that we've commissioned to transfer  
 16 enough power to bring it down the LIL.  
 17 MR. O'BRIEN:  
 18 Q. So are you able to distinguish whether or  
 19 not those are costs that are incurred  
 20 during, say, a commissioning period, or  
 21 prior to a commissioning period, from an  
 22 engineering perspective?  
 23 MS. HUTCHENS:  
 24 A. No, I –  
 25 MR. O'BRIEN:

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1 Q. Do you see what I'm saying?  
 2 MS. HUTCHENS:  
 3 A. Yeah.  
 4 MR. O'BRIEN:  
 5 Q. Like, if there's an actual commissioning  
 6 period –  
 7 MS. HUTCHENS:  
 8 A. Yeah, and I don't think that's necessarily  
 9 tied between the two. I think the trigger  
 10 for the expensing of the assets is  
 11 associated with – sorry, the expensing of  
 12 the O & M costs as opposed to the  
 13 capitalization of them is associated with  
 14 the start of the usage of the LIL at a  
 15 sufficient level, and anything prior to that  
 16 date, I think, would be considered  
 17 operational readiness, and anything post  
 18 that date would be considered an O & M cost.  
 19 MR. O'BRIEN:  
 20 Q. So did you have any discussions – say, when  
 21 this slide deck was presented, do you recall  
 22 any discussions about when we will start to  
 23 recover, because this looks as though these  
 24 kinds of costs are going to be recovered  
 25 after full power, not recovered in, say, a

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1 2018, 2019 test year? I'm trying to  
 2 distinguish – to see if there's a  
 3 distinction here between operational  
 4 readiness costs and O & M costs, say, for  
 5 2018 and 2019, and are there costs here now  
 6 that are not O & M costs in those test years  
 7 that are going to be recovered following  
 8 full power?  
 9 MS. HUTCHENS:  
 10 A. I think in terms of the LTA, you know, and I  
 11 don't fully understand the commissioning  
 12 process that's underway with those assets,  
 13 but I – to me, operational readiness is  
 14 basically getting ready for operations, and  
 15 the transition to operations would occur in  
 16 this slide deck on Q1 for the LTA, and Q2  
 17 for the LIL, which at the time was the  
 18 expectation of when they would be coming  
 19 into service and being used to transmit  
 20 power from off-island to the island, and,  
 21 you know, in a sufficient quantity.  
 22 MR. O'BRIEN:  
 23 Q. What about the funding here under LCP  
 24 transition to operations? Was it  
 25 contemplated when this slide deck was

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1 presented that Hydro would be invoiced for O  
 2 & M costs in 2018 and 2019 once these assets  
 3 were ready and providing power, or was it  
 4 contemplated that TTO was going to pay all  
 5 of this and then collect it from Hydro  
 6 later?  
 7 MS. HUTCHENS:  
 8 A. I think it was contemplated that TTO was  
 9 going to pay all of it because the words  
 10 right after TTO are "capital budget". So it  
 11 was being funded under the capital budget  
 12 for TTO and would be recovered following  
 13 full power.  
 14 MR. O'BRIEN:  
 15 Q. So are these – do you know whether or not  
 16 any of these costs are already being paid by  
 17 TTO?  
 18 MS. HUTCHENS:  
 19 A. I would assume they are today, yes.  
 20 MR. O'BRIEN:  
 21 Q. Is there any agreement between TTO and Hydro  
 22 to pay those costs?  
 23 MS. HUTCHENS:  
 24 A. The Purchase Power Agreement, as well as the  
 25 Transmission Funding Agreement, requires

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1 those costs to be paid, but post Muskrat  
 2 fall power.  
 3 MR. O'BRIEN:  
 4 Q. So the Purchase Power Agreement and the  
 5 Transmission Fund Agreement require those  
 6 operational costs to be paid after full  
 7 power?  
 8 MS. HUTCHENS:  
 9 A. Correct.  
 10 MR. O'BRIEN:  
 11 Q. How is that consistent with the Order in  
 12 Council?  
 13 MS. HUTCHENS:  
 14 A. I'd have to pull up the Order in Council and  
 15 actually have a look at it, to be honest  
 16 with you, just to sort of tie the actual  
 17 language in it, but my – from a layman's  
 18 perspective, if you want to call it that, I  
 19 think the intention with the project is that  
 20 the costs would all be capitalized until we  
 21 got to the commissioning stage. I don't  
 22 think, you know, in original arrangements  
 23 that there was a contemplation that we would  
 24 have an interim period in which the LIL and  
 25 the LTA could be used, and Muskrat Falls

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1 power was not there – you know, they were  
 2 originally intended to be brought in  
 3 together, you know, concurrently.  
 4 MR. O'BRIEN:  
 5 Q. I understand.  
 6 MS. HUTCHENS:  
 7 A. So I think that's the issue we're into in  
 8 terms of the OC and the interpretation of  
 9 it, and, you know, the intention is –  
 10 MR. O'BRIEN:  
 11 Q. That's not the understanding in 2018 when  
 12 this slide deck was presented?  
 13 MS. HUTCHENS:  
 14 A. No, no, it wasn't. We knew we were at that  
 15 point – I'm not sure I know exactly what  
 16 you're asking.  
 17 MR. O'BRIEN:  
 18 Q. I'm wondering how this bullet fits with the  
 19 OC if payments are going to be made for  
 20 costs that are incurred prior after full  
 21 power, and they're being paid by TTO, is  
 22 that covered by the OC. Is that something  
 23 you're understanding –  
 24 MS. HUTCHENS:  
 25 A. I think these costs are the pre-

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1 commissioning costs, and those pre-

2 commissioning costs –

3 MR. O'BRIEN:

4 Q. Are going to be covered?

5 MS. HUTCHENS:

6 A. Will be covered, yes.

7 MR. O'BRIEN:

8 Q. So the pre-commissioning period, that's what

9 you -

10 MS. HUTCHENS:

11 A. Oh, yeah, these would absolutely be pre-

12 commissioning, yeah.

13 MR. O'BRIEN:

14 Q. Okay. Let me ask you just in terms of who

15 owns the assets. The LTA assets, who owns

16 those assets?

17 MS. HUTCHENS:

18 A. I believe – it's a Labrador transmission

19 company. I can't remember the exact name of

20 the company, but Labrador transmission.

21 MR. O'BRIEN:

22 Q. Is there an agreement in place now or in the

23 works now between that company and Hydro for

24 the use of those assets?

25 MS. HUTCHENS:

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1 A. There is an agreement in place for the use

2 of those assets post Muskrat Falls

3 commissioning. It's tied into the Power

4 Purchase Agreement. The LTA is tied in with

5 – the LTA and the Muskrat Falls costs are

6 tied into the Purchase Power Agreement, and

7 the Transmission Funding Agreement is

8 associated with the LIL.

9 MR. O'BRIEN:

10 Q. And that's post – that's post first power, I

11 guess. That's when that agreement kicks in,

12 is it?

13 MS. HUTCHENS:

14 A. Yes.

15 MR. O'BRIEN:

16 Q. Okay. So, how about -

17 MS. HUTCHENS:

18 A. Actually, post full power.

19 MR. O'BRIEN:

20 Q. Full power?

21 MS. HUTCHENS:

22 A. That one does, yes.

23 MR. O'BRIEN:

24 Q. Okay. So, how about prior to that? Like

25 right now we're talking about 2018-2019. Is

Page 27

1 there an agreement between Hydro and that

2 company, the Labrador Transmission Company?

3 Is there agreement between Hydro to use

4 those assets to get say recapture power?

5 MS. HUTCHENS:

6 A. No, there is not, not to get recapture power

7 to the island, no.

8 MR. O'BRIEN:

9 Q. And is there an agreement to use those

10 assets at all?

11 MS. HUTCHENS:

12 A. There was an agreement over the winter and

13 I'm not sure the exact specifications of it,

14 but it was an interim arrangement just to, I

15 think, permit some technical engineering

16 things in Labrador to occur for the winter

17 season. I can't recall the specifics of it,

18 to be honest with you.

19 MR. O'BRIEN:

20 Q. And that – did that have anything to do with

21 bringing power down to the island?

22 MS. HUTCHENS:

23 A. No, it did not.

24 MR. O'BRIEN:

25 Q. No. So, there's no form – is there – when

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1 you indicated yesterday that there are some

2 agreements that are in the works right now,

3 is there any one that addresses the LTA

4 assets?

5 MS. HUTCHENS:

6 A. Yes, yes.

7 MR. O'BRIEN:

8 Q. There is?

9 MS. HUTCHENS:

10 A. Yes.

11 MR. O'BRIEN:

12 Q. Okay. And who are party – who are the

13 parties to those agreements, to that

14 agreement?

15 (9:30 a.m.)

16 MS. HUTCHENS:

17 A. Well, the agreement hasn't been finalized.

18 I think that's what I indicated yesterday.

19 MR. O'BRIEN:

20 Q. All right, okay. You haven't determined who

21 the final parties will be?

22 MS. HUTCHENS:

23 A. I'm not 100 percent sure that that's been –

24 you know, I don't want to comment on

25 agreements that are still in negotiation, to



Page 29

1 be honest with you.  
 2 MR. O'BRIEN:  
 3 Q. Okay.  
 4 MS. HUTCHENS:  
 5 A. Because there's a couple of agreements there  
 6 that are, you know, sort of tied together.  
 7 MR. O'BRIEN:  
 8 Q. And would the – is the idea – the plan that  
 9 they touch on the types of services that are  
 10 going to be provided?  
 11 MS. HUTCHENS:  
 12 A. Yes, yeah.  
 13 MR. O'BRIEN:  
 14 Q. And would there be payments due under that  
 15 type of an agreement?  
 16 MS. HUTCHENS:  
 17 A. Yes, there would.  
 18 MR. O'BRIEN:  
 19 Q. And what types of – like without telling me  
 20 what the payments are, what would they be –  
 21 what types of services would you be paying  
 22 for?  
 23 MS. HUTCHENS:  
 24 A. We would be paying for the usage of the  
 25 lines to bring power to the island.

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1 MR. O'BRIEN:  
 2 Q. Okay. And would there be – there wouldn't  
 3 be any O&M costs, would there?  
 4 MS. HUTCHENS:  
 5 A. Well, the payment would be equivalent to the  
 6 O&M costs.  
 7 MR. O'BRIEN:  
 8 Q. Okay.  
 9 MS. HUTCHENS:  
 10 A. Yeah, the expectation is that the O&M costs,  
 11 which are estimated, you know, in the  
 12 record, would form the foundation for those  
 13 payments, but the payments would be  
 14 reflective of the actual costs.  
 15 MR. O'BRIEN:  
 16 Q. Okay. And who is going to be performing the  
 17 O&M services on the LTA assets?  
 18 MS. HUTCHENS:  
 19 A. The operational companies for the assets.  
 20 MR. O'BRIEN:  
 21 Q. And is there an operational -  
 22 MS. HUTCHENS:  
 23 A. Yeah, Labrador transmission.  
 24 MR. O'BRIEN:  
 25 Q. - an LTA operational company?

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1 MS. HUTCHENS:  
 2 A. In the interim period, I think the actual  
 3 individuals will be the power supply  
 4 organization of Nalcor.  
 5 MR. O'BRIEN:  
 6 Q. So, power supply of Nalcor?  
 7 MS. HUTCHENS:  
 8 A. Yeah.  
 9 MR. O'BRIEN:  
 10 Q. And so, would there be invoices coming from  
 11 power supply of Nalcor or from the LTA  
 12 company?  
 13 MS. HUTCHENS:  
 14 A. It would be coming from the LTA companies.  
 15 MR. O'BRIEN:  
 16 Q. The LTA company?  
 17 MS. HUTCHENS:  
 18 A. Yeah. I'm not sure of the arrangement on  
 19 the backend with them.  
 20 MR. O'BRIEN:  
 21 Q. And do you know whether or not the contracts  
 22 will address sort of an operational  
 23 obligations like reliability issues and that  
 24 kind of thing? Would that be built in?  
 25 MS. HUTCHENS:

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1 A. I think there's an expectation that would  
 2 be, you know, certain levels of reliability  
 3 that would be, you know, requisite in them.  
 4 MR. O'BRIEN:  
 5 Q. Yeah.  
 6 MS. HUTCHENS:  
 7 A. But again, the agreements haven't been  
 8 finalized.  
 9 MR. O'BRIEN:  
 10 Q. And in terms of whatever costs are charged,  
 11 they'd be actual costs and you don't  
 12 anticipate Hydro would have the ability to  
 13 review those costs in terms of some  
 14 questions I'd asked before, whether or not  
 15 they could object to the costs?  
 16 MS. HUTCHENS:  
 17 A. Oh, I would absolutely expect that we would  
 18 have the ability to object to the costs and  
 19 have a right of review and whatnot, which is  
 20 consistent with what we have in the long  
 21 term agreements as well.  
 22 MR. O'BRIEN:  
 23 Q. And let me ask you that, just so – you say  
 24 it's consistent with what's in the long term  
 25 agreements, that's the Power Purchase

Page 33

1 agreement and the Transmission Funding  
 2 agreement?  
 3 MS. HUTCHENS:  
 4 A. Yes.  
 5 MR. O'BRIEN:  
 6 Q. I had a look at those agreements. There's a  
 7 dispute resolution process built into those  
 8 agreements? Is that right?  
 9 MS. HUTCHENS:  
 10 A. Yes, there is.  
 11 MR. O'BRIEN:  
 12 Q. And that involves the ability to dispute  
 13 payments?  
 14 MS. HUTCHENS:  
 15 A. Yes, yeah. You know, if we think that  
 16 there's a charge there that's inappropriate  
 17 or something like that, yes, absolutely.  
 18 MR. O'BRIEN:  
 19 Q. Will there be a dispute resolution process  
 20 in this, these agreements?  
 21 MS. HUTCHENS:  
 22 A. I would expect there would be.  
 23 MR. O'BRIEN:  
 24 Q. Okay. So, in terms of objecting to the  
 25 overall payment, if there was a payment that

Page 34

1 came through like this, the actual payment  
 2 for operational costs say in the 2018 test  
 3 year that came in – I presume would come in  
 4 on either monthly or quarterly or however  
 5 they'd come in. You'd be able to use that  
 6 dispute resolution process to object and  
 7 possibly reduce those payments?  
 8 MS. HUTCHENS:  
 9 A. Yes.  
 10 MR. O'BRIEN:  
 11 Q. That's your understanding?  
 12 MS. HUTCHENS:  
 13 A. Yeah, and I would expect to be reviewing  
 14 those costs as well, you know, at a  
 15 requisite level of detail.  
 16 MR. O'BRIEN:  
 17 Q. And I guess, that's a little bit different  
 18 than what some of the evidence that we've  
 19 heard to date is. The evidence we've heard  
 20 to date is sort of you could object, but  
 21 ultimately if Nalcor or whoever the company  
 22 charging wanted the payments made, you'd be  
 23 forced to make the payments.  
 24 MS. HUTCHENS:  
 25 A. I think there's a fine line there, you know,

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1 in terms of -  
 2 MR. O'BRIEN:  
 3 Q. Well, a dispute resolution process is a  
 4 different -  
 5 MS. HUTCHENS:  
 6 A. The dispute resolution process is where you  
 7 land. I think you start with a – you know,  
 8 a review of the cost, so that you understand  
 9 that they are what they are.  
 10 MR. O'BRIEN:  
 11 Q. Right.  
 12 MS. HUTCHENS:  
 13 A. And that they are in, you know, compliance  
 14 with the agreements and there's not costs  
 15 that should not be there.  
 16 MR. O'BRIEN:  
 17 Q. Right.  
 18 MS. HUTCHENS:  
 19 A. You know, because the agreements cover a  
 20 scope of costs.  
 21 MR. O'BRIEN:  
 22 Q. Yeah.  
 23 MS. HUTCHENS:  
 24 A. And I think it's on that basis that you  
 25 would then, you know, sort of start to have

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1 discussions surrounding the “we don't think  
 2 that's an appropriate cost. It's not within  
 3 the Power Purchase Agreement or the  
 4 Transmission Funding Agreement” or the  
 5 Transmission Funding Agreements in this  
 6 interim period, and you know, we would be  
 7 reviewing those costs and you know, you  
 8 start with the discussions and I would  
 9 expect that there would be some provisions  
 10 in the agreements, you know, to have some  
 11 discussion around those costs, but if  
 12 ultimately there was some disagreement,  
 13 there is a dispute resolution process there  
 14 to rely upon.  
 15 MR. O'BRIEN:  
 16 Q. Right. And so, in that process, could Hydro  
 17 argue that some of these costs don't fit the  
 18 least cost standard for Hydro as a regulated  
 19 company and refuse to pay them?  
 20 MS. HUTCHENS:  
 21 A. I don't know if I'd go that far.  
 22 MR. O'BRIEN:  
 23 Q. No?  
 24 MS. HUTCHENS:  
 25 A. You know, I think the costs are somewhat

Page 37

1 constrained by the OC language as well.

2 MR. O'BRIEN:

3 Q. Okay.

4 MS. HUTCHENS:

5 A. Yeah, the Order in Council I think does, you

6 know, put some boundaries around it and I

7 don't believe that the boundaries talk about

8 least cost. Now, would we be having

9 conversations then about whether it was

10 least cost or not? Yes, absolutely. But I

11 don't know if that would be something that

12 we could get into a dispute on per se. But

13 there'd certainly be the ability to

14 influence and, you know, have those

15 discussions.

16 MR. O'BRIEN:

17 Q. And if there was a mediator or an arbitrator

18 appointed in the dispute resolution process,

19 is that a step Hydro would take to argue

20 that maybe certain costs are not appropriate

21 for a regulated utility?

22 MS. HUTCHENS:

23 A. I'd have to go look at the – you know, I

24 think you'd probably have to do a legal

25 interpretation on the agreements as to what

Page 38

1 was going on there, but would I do it? Yes.

2 MR. O'BRIEN:

3 Q. Okay.

4 MS. HUTCHENS:

5 A. You know, would I challenge? Yes,

6 absolutely. But I don't know where I'd end.

7 That's really a subject for a little bit of

8 – you know, that's a legal discussion in

9 terms of the interpretation of the

10 agreements that have been around for a while

11 now.

12 MR. O'BRIEN:

13 Q. Okay. And in terms of invoices that come

14 in, would you expect to see the different

15 costs, the breakdown, the component

16 breakdown of the costs on the invoices or

17 would you just get an invoice for an overall

18 say monthly fee for O&M or would you see the

19 breakdown?

20 MS. HUTCHENS:

21 A. I would expect to see the detailed costs.

22 MR. O'BRIEN:

23 Q. Okay.

24 MS. HUTCHENS:

25 A. Whether it comes on an invoice or another

Page 39

1 form, you know.

2 MR. O'BRIEN:

3 Q. Okay. Something attached to the invoice,

4 some sort of additional -

5 MS. HUTCHENS:

6 A. Or something that follows it. Something

7 like that, yeah.

8 MR. O'BRIEN:

9 Q. - documentation to come with it?

10 MS. HUTCHENS:

11 A. You know, the invoices in the long term

12 arrangements, there's a pay upfront and -

13 MR. O'BRIEN:

14 Q. Right.

15 MS. HUTCHENS:

16 A. Pay at the beginning of the month, I think,

17 or the end of the prior month.

18 MR. O'BRIEN:

19 Q. Yeah.

20 MS. HUTCHENS:

21 A. And then there's a true-up process that

22 happens quarterly.

23 MR. O'BRIEN:

24 Q. Yeah.

25 MS. HUTCHENS:

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1 A. And you know, through that true-up process,

2 I think that that's where you'd get into it.

3 MR. O'BRIEN:

4 Q. Would you expect the same sort of thing here

5 in the pre-commissioning or pre full power -

6 MS. HUTCHENS:

7 A. Yeah, similar thing.

8 MR. O'BRIEN:

9 Q. Similar thing?

10 MS. HUTCHENS:

11 A. Yeah, similar thing.

12 MR. O'BRIEN:

13 Q. And on page 11 here, there's – the second

14 bullet, “with Muskrat full power, recovery

15 of LIL and LTA O&M switches from

16 Transmission Use Payments to payments under

17 the Transmission Funding Agreement”. So,

18 the Transmission Use Payments, it's

19 capitalized, but is that defined anywhere?

20 MS. HUTCHENS:

21 A. No, I don't believe it is.

22 MR. O'BRIEN:

23 Q. Okay, all right.

24 MS. HUTCHENS:

25 A. I think it's intended to be the interim

Page 41

1 arrangement.

2 MR. O'BRIEN:

3 Q. Okay. So, this is kind of what you're

4 talking about now in terms of getting these

5 contracts together? They would all fall

6 under -- whatever payments are due -- are

7 required under those contracts would fall

8 under Transmission Use Payments?

9 MS. HUTCHENS:

10 A. Yes, yes, generally.

11 MR. O'BRIEN:

12 Q. Okay. And then at some point, when there's

13 full power, that's when the payments

14 required under the Power Purchase Agreement

15 and Transmission Funding Agreement would

16 kick in?

17 MS. HUTCHENS:

18 A. Yes.

19 MR. O'BRIEN:

20 Q. All right. So, in terms of the use of the

21 LIL, who's doing the operating and

22 maintenance on that particular asset or

23 those assets?

24 MS. HUTCHENS:

25 A. The LIL Op Co I think is the party

Page 42

1 responsible for that.

2 MR. O'BRIEN:

3 Q. Okay. And would they be also doing the

4 operating on the LTA or is it -- it's just

5 power supply?

6 MS. HUTCHENS:

7 A. In the back end, power supply is doing it

8 for all the assets.

9 MR. O'BRIEN:

10 Q. Yeah, okay. For all of them?

11 MS. HUTCHENS:

12 A. Yeah.

13 MR. O'BRIEN:

14 Q. Okay. So, would the same like employees be

15 working on both, same group of employees?

16 MS. HUTCHENS:

17 A. I think there would be some employees that

18 would work on multiple assets, yes.

19 MR. O'BRIEN:

20 Q. All right.

21 MS. HUTCHENS:

22 A. But, you know, obviously geography is not --

23 have all of them doing that.

24 MR. O'BRIEN:

25 Q. No, I understand.

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1 MS. HUTCHENS:

2 A. But there would be some, yes, I would think

3 so. Yeah, it's an efficient way to do it.

4 MR. O'BRIEN:

5 Q. And have you looked at the efficiencies of

6 how to do that or is that all Nalcor

7 entity's role? Has Hydro looked into that?

8 MS. HUTCHENS:

9 A. I believe that the efficiency, you know, in

10 terms of how they organize the staff has

11 been theirs.

12 MR. O'BRIEN:

13 Q. Okay. I'd just like to look now at sort of

14 what's included in the O&M costs per se.

15 Now, these costs that we talk about that are

16 in the test year, the 8.3 million now, I

17 think it's for 2018 and 51.4, I think, for

18 2019, they're all -- clearly all cost

19 estimates provided by Nalcor? Is that right?

20 MS. HUTCHENS:

21 A. Yes, they are.

22 MR. O'BRIEN:

23 Q. And Hydro, did Hydro have any input into

24 those estimates?

25 MS. HUTCHENS:

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1 A. Not in the initial development of them, no.

2 MR. O'BRIEN:

3 Q. Okay.

4 MS. HUTCHENS:

5 A. Not to my knowledge anyway.

6 MR. O'BRIEN:

7 Q. And I understand there was some input later

8 in terms of in the review you did note a

9 couple of areas that were taken out, the

10 five employees that were double counted and

11 I think you also mentioned a community

12 betterment amount that came out yesterday.

13 MS. HUTCHENS:

14 A. Yes, there was costs associated with the

15 Energy Control Centre as well as the

16 community betterment.

17 MR. O'BRIEN:

18 Q. And Hydro had input in having those amounts

19 taken out?

20 MS. HUTCHENS:

21 A. Yes.

22 MR. O'BRIEN:

23 Q. Or did -- or is that something Nalcor picked

24 up on and just said those are coming out?

25 MS. HUTCHENS:

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1 A. No, I think as a result of the discussions  
 2 and you know, I explained yesterday that the  
 3 Energy Control Centre folks were a  
 4 circumstance where, I think, there was some  
 5 ambiguity around the time that both of these  
 6 budgets were established.  
 7 MR. O'BRIEN:  
 8 Q. Okay.  
 9 MS. HUTCHENS:  
 10 A. And that was just, I think, a recognition  
 11 of, you know, who's got them and the  
 12 community betterment was one that we had  
 13 asked, you know, in terms of if the – I  
 14 think I said this yesterday as well, that if  
 15 there's costs in there that, you know, we  
 16 would not charge to ratepayers.  
 17 MR. O'BRIEN:  
 18 Q. Right.  
 19 MS. HUTCHENS:  
 20 A. We would expect that they wouldn't as well.  
 21 So, they went back and had a look at that  
 22 and determined that yeah, that this one  
 23 probably shouldn't be in that bucket.  
 24 MR. O'BRIEN:  
 25 Q. Okay. And so, in terms of you going back,

Page 46

1 and since you were presented with this slide  
 2 deck, how often have you met with them to  
 3 discuss the O&M costs, sort of get right  
 4 down to the final details of what we see in  
 5 the Supplemental Evidence here now?  
 6 MS. HUTCHENS:  
 7 A. I've met two or three times I'm going to say  
 8 since. There's been a lot of other  
 9 discussions with staff, you know. Other  
 10 members of the executive team have also had  
 11 discussions with them. So, it's been a  
 12 little bit of a – you know, a discussion  
 13 with multiple people so that we can come to  
 14 the conclusion that we understand what the  
 15 costs are and what they aren't.  
 16 MR. O'BRIEN:  
 17 Q. And you indicated that anything that you  
 18 wouldn't charge your customers, you didn't  
 19 want included in there? Is that accurate?  
 20 MS. HUTCHENS:  
 21 A. I think from a non-regulated cost  
 22 perspective is the lens that we put on that.  
 23 MR. O'BRIEN:  
 24 Q. Non-regulated cost perspective, okay. So,  
 25 if we could turn to page 14, I just wanted

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1 to run through some of that. Would you have  
 2 gone through – there's some cost components  
 3 here for O&M costs for 2018 to 2021 here by  
 4 component. Would you have run through these  
 5 with Nalcor?  
 6 MS. HUTCHENS:  
 7 A. Yes.  
 8 MR. O'BRIEN:  
 9 Q. You would? Okay. All right. Or you did, I  
 10 should say. So, you've got a budget  
 11 estimate of 2018 there for operating labour  
 12 and salaries for the LIL, if we talk about  
 13 the LIL first. It looks as though it's 3.8  
 14 for 2018, 7.6 for 2019. It's fair this  
 15 estimate has got the LIL going in in midyear  
 16 for 2018?  
 17 MS. HUTCHENS:  
 18 A. Yes, yes. I believe that's the assumption  
 19 underneath it, yes.  
 20 MR. O'BRIEN:  
 21 Q. Seems to be that assumption, right. All  
 22 right. And on operating costs, if we could  
 23 turn to – just for the LIL, if we turn to  
 24 page 23, there's a question I had about  
 25 that, some operating cost detail. And if

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1 you go down to the third – under operating  
 2 labour and salaries, burdens of 33 percent.  
 3 Is that – that's a labour cost burden. Can  
 4 you just basically explain to me what that  
 5 involves?  
 6 MS. HUTCHENS:  
 7 A. I think that would be consistent with the  
 8 burden that we have for ours as well.  
 9 MR. O'BRIEN:  
 10 Q. That's what I was going to ask you.  
 11 MS. HUTCHENS:  
 12 A. Yeah.  
 13 MR. O'BRIEN:  
 14 Q. Okay.  
 15 MS. HUTCHENS:  
 16 A. So, it's, you know, employee benefits,  
 17 insurance, you know, health insurance  
 18 programs. Could be anything from maternity  
 19 leave top ups to vacation pay, accruals, you  
 20 know, all those kinds of things within that  
 21 burden amount.  
 22 MR. O'BRIEN:  
 23 Q. Okay. And Hydro's burden amount is  
 24 consistent with that?  
 25 MS. HUTCHENS:

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1 A. Yes, it is, yeah.  
 2 MR. O'BRIEN:  
 3 Q. Okay.  
 4 MS. HUTCHENS:  
 5 A. Yeah, Workers Comp payments, CPP, EI, all  
 6 those kinds of things are in there.  
 7 MR. O'BRIEN:  
 8 Q. And if we turn back to page 16, okay, under  
 9 corporate support services labour costs,  
 10 there's a bullet point there about system  
 11 planning and operation costs representing  
 12 assumed power supply commitment to fund  
 13 dedicated positions. Is that the five  
 14 positions that we were talking about?  
 15 MS. HUTCHENS:  
 16 A. That is the ECC costs. I think they're -  
 17 MR. O'BRIEN:  
 18 Q. That's the ECC five cost, all right.  
 19 MS. HUTCHENS:  
 20 A. I don't think their estimate was five.  
 21 MR. O'BRIEN:  
 22 Q. No.  
 23 MS. HUTCHENS:  
 24 A. But yes, that is the same.  
 25 MR. O'BRIEN:

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1 Q. That's what it was, okay.  
 2 MS. HUTCHENS:  
 3 A. It's the same thing, yes.  
 4 MR. O'BRIEN:  
 5 Q. All right. I just wanted to make sure of  
 6 that. So, that's where when Mr. LeBlanc  
 7 said this spreadsheet helped identify that -  
 8 MS. HUTCHENS:  
 9 A. Yes.  
 10 MR. O'BRIEN:  
 11 Q. - that's where he found that there?  
 12 MS. HUTCHENS:  
 13 A. Yes, yeah.  
 14 MR. O'BRIEN:  
 15 Q. Okay. If we go back then to page 14, the  
 16 S&M – systems equipment maintenance costs  
 17 there look to be – if you're in midyear,  
 18 they look to be a little bit frontend  
 19 loaded. Is there any – was there any  
 20 question into that? It's not half of what  
 21 say the forecast -  
 22 MS. HUTCHENS:  
 23 A. No, but I also think that system equipment  
 24 maintenance is not necessarily –  
 25 (9:45 a.m.)

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1 MR. O'BRIEN:  
 2 Q. Doesn't always work that way?  
 3 MS. HUTCHENS:  
 4 A. It doesn't always work that way.  
 5 MR. O'BRIEN:  
 6 Q. Okay. And I wonder if you can tell me, if  
 7 you drop down to the corporate and  
 8 engineering support labour and salaries,  
 9 there seems to be a big jump, recognizing  
 10 it's a half year at 1.8, but to 8.9 into the  
 11 forecast 2019. Did you inquire about that?  
 12 MS. HUTCHENS:  
 13 A. Yes.  
 14 MR. O'BRIEN:  
 15 Q. Because it does start – look to drop down  
 16 later, 2020 back down again to 2021.  
 17 MS. HUTCHENS:  
 18 A. And it is somewhere in this slide deck.  
 19 Yeah, so I think if you go to page 30, those  
 20 costs are detailed.  
 21 MR. O'BRIEN:  
 22 Q. Yeah.  
 23 MS. HUTCHENS:  
 24 A. So, there was a full detail here.  
 25 MR. O'BRIEN:

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1 Q. I understood the – I can see the detail  
 2 there. I wonder if you had any inquiry  
 3 about or discussions about why those figures  
 4 are going up versus what the figures are.  
 5 MS. HUTCHENS:  
 6 A. I can't recall having that explicit  
 7 discussion as to why there was a million  
 8 dollar drop in there in 2020. You know,  
 9 some of this is in terms of how the costs –  
 10 you know, because it was based on a 2021  
 11 forecast and then sort of pushing backwards  
 12 from there. So, there's staging in of  
 13 assets and people and those kinds of things.  
 14 MR. O'BRIEN:  
 15 Q. And did you have a discussion about why  
 16 there was such a big jump from 2018 to 2019?  
 17 MS. HUTCHENS:  
 18 A. I can't recall having an explicit discussion  
 19 on it, but -  
 20 MR. O'BRIEN:  
 21 Q. Would someone else have been involved?  
 22 MS. HUTCHENS:  
 23 A. - but I think what's implied here is that  
 24 the corporate support and engineering  
 25 services don't necessarily have to be there

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1 day one when the LIL starts operating  
 2 whereas your O&M folks do. So, there's a  
 3 little bit of a staging in probably as we  
 4 get through, you know, year ends and those  
 5 kinds of things because there's a – you  
 6 know, fiscal years for Finance people, those  
 7 kinds of things.  
 8 MR. O'BRIEN:  
 9 Q. So, that's your assumption at this point?  
 10 MS. HUTCHENS:  
 11 A. Yes, yes.  
 12 MR. O'BRIEN:  
 13 Q. And would anyone else have had a specific  
 14 discussion on that point?  
 15 MS. HUTCHENS:  
 16 A. Not that I can recall.  
 17 MR. O'BRIEN:  
 18 Q. Okay. And the admin costs and other costs,  
 19 I know there's some breakdown later on here  
 20 that – but, they appear to escalate  
 21 annually. I'm presuming, based on how this  
 22 was put together, it went backwards from  
 23 here's where they'll be now, but we won't  
 24 need as much admin costs in the earlier  
 25 years? Is that how it worked out?

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1 MS. HUTCHENS:  
 2 A. I would think so.  
 3 MR. O'BRIEN:  
 4 Q. Something along that line?  
 5 MS. HUTCHENS:  
 6 A. Yes, along those lines would be a reasonable  
 7 depiction of it, I think.  
 8 MR. O'BRIEN:  
 9 Q. And do you recall having any discussion  
 10 about that, why they were escalating?  
 11 MS. HUTCHENS:  
 12 A. I think it says the assets are stepping in,  
 13 yes. I mean, that was the general  
 14 discussion that we had about the overall  
 15 costs, about how the assets are stepping in,  
 16 not necessarily on a line item basis.  
 17 MR. O'BRIEN:  
 18 Q. On a line – okay. And there's a breakdown  
 19 on page 18 of the admin and other costs for  
 20 the types of costs that are included in  
 21 that, right?  
 22 MS. HUTCHENS:  
 23 A. Yes, the types of costs.  
 24 MR. O'BRIEN:  
 25 Q. And you talked about the first one, the

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1 community betterment one. So, that one came  
 2 out of your final figures that we saw in the  
 3 Supplemental Evidence? Is that right?  
 4 MS. HUTCHENS:  
 5 A. Yeah, the Wellness Centre is what came out.  
 6 MR. O'BRIEN:  
 7 Q. The Wellness Centre?  
 8 MS. HUTCHENS:  
 9 A. Yes.  
 10 MR. O'BRIEN:  
 11 Q. So, that's the 250,000?  
 12 MS. HUTCHENS:  
 13 A. Yes.  
 14 MR. O'BRIEN:  
 15 Q. And what about the estimate for the NCC  
 16 committee – or sorry -  
 17 MS. HUTCHENS:  
 18 A. No, that did not come out.  
 19 MR. O'BRIEN:  
 20 Q. What is that?  
 21 MS. HUTCHENS:  
 22 A. I recall having discussion of what it was.  
 23 MR. O'BRIEN:  
 24 Q. Okay.  
 25 MS. HUTCHENS:

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1 A. I can't recall what the outcome was now, but  
 2 I believe the situation there is that those  
 3 are costs that are associated with the – no,  
 4 I can't recall.  
 5 MR. O'BRIEN:  
 6 Q. Can you undertake to -  
 7 MS. HUTCHENS:  
 8 A. I can find out. Yeah, I'll absolutely find  
 9 out. I just can't recall.  
 10 MR. O'BRIEN:  
 11 Q. - give us a response to that?  
 12 MS. HUTCHENS:  
 13 A. Yeah.  
 14 MR. O'BRIEN:  
 15 Q. Just what the cost is and why -  
 16 MS. HUTCHENS:  
 17 A. Yeah, no, I remember -  
 18 MR. O'BRIEN:  
 19 Q. - and why it wasn't taken out?  
 20 MS. HUTCHENS:  
 21 A. - explicitly asking what NCC stood for and  
 22 what it was and it's just escaping me now.  
 23 MR. O'BRIEN:  
 24 Q. Yeah. And so, if it wasn't taken out, so,  
 25 I'd just like to know what the cost was and

<p style="text-align: right;">Page 57</p> <p>1 the rationale for not taking it out.  2 MS. HUTCHENS:  3 A. Yes, yeah.  4 MR. O'BRIEN:  5 Q. Okay.  6 MS. GLYNN:  7 Q. We'll note that on the record.  8 (9:51 a.m.)  9 MR. O'BRIEN:  10 Q. And there's – clearly, there's a bunch of  11 other costs here that don't – we don't see  12 in the table, I don't think, as to how they  13 get scaled in over time. Is that something  14 you would have had discussion with?  15 MS. HUTCHENS:  16 A. Yes, it absolutely was.  17 MR. O'BRIEN:  18 Q. The independent engineer there, do you know  19 any independent engineer – first of all, who  20 is the independent engineer, do you know?  21 MS. HUTCHENS:  22 A. No, I don't know the name of the individual.  23 MR. O'BRIEN:  24 Q. What's that role?  25 MS. HUTCHENS:</p>	<p style="text-align: right;">Page 59</p> <p>1 MR. O'BRIEN:  2 Q. And do you know what the role of the  3 independent engineer is?  4 MS. HUTCHENS:  5 A. I believe it's to review – and this is my  6 understanding.  7 MR. O'BRIEN:  8 Q. Um.  9 MS. HUTCHENS:  10 A. It is to review – it's to monitor the  11 project through the construction and  12 operational period and it's a condition of  13 the financing agreements that are tied up  14 with the Government of Canada and those  15 kinds of things. So, it's the Muskrat Falls  16 main financing agreements.  17 MR. O'BRIEN:  18 Q. And how does that fit into – so, payment for  19 independent engineer prior to full power or  20 commissioning, how does that fit into the OC  21 as being -  22 MS. HUTCHENS:  23 A. I think it's a requirement of the operation  24 of the assets as well.  25 MR. O'BRIEN:</p>
<p style="text-align: right;">Page 58</p> <p>1 A. It is a role, I believe, that is assigned as  2 a part of the agreement, the financing  3 agreements.  4 MR. O'BRIEN:  5 Q. Okay. That's assigned for the financing  6 agreements?  7 MS. HUTCHENS:  8 A. It's a requirement of the financing  9 agreements, yeah.  10 MR. O'BRIEN:  11 Q. Okay. And the financing agreements are in  12 place already?  13 MS. HUTCHENS:  14 A. Yes, the financing agreements for the  15 Muskrat Falls Project, the whole.  16 MR. O'BRIEN:  17 Q. Yeah, so, the independent engineer was  18 assigned already?  19 MS. HUTCHENS:  20 A. I believe so, yes.  21 MR. O'BRIEN:  22 Q. Okay. And do you know how far back the  23 independent engineer was assigned?  24 MS. HUTCHENS:  25 A. No, I do not know that.</p>	<p style="text-align: right;">Page 60</p> <p>1 Q. Okay.  2 MS. HUTCHENS:  3 A. I think it goes beyond commissioning.  4 MR. O'BRIEN:  5 Q. Is that built into the financing agreements?  6 MS. HUTCHENS:  7 A. The requirement to have one is.  8 MR. O'BRIEN:  9 Q. Yeah.  10 MS. HUTCHENS:  11 A. It's my understanding, yes.  12 MR. O'BRIEN:  13 Q. But the requirement to have one to operate  14 the assets prior to full commissioning?  15 MS. HUTCHENS:  16 A. I believe it goes beyond commissioning. I  17 stand to be corrected, but I believe it  18 does.  19 MR. O'BRIEN:  20 Q. And that individual has been in place for  21 how long?  22 MS. HUTCHENS:  23 A. I don't know.  24 MR. O'BRIEN:  25 Q. Can you find that out for me?</p>



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1 MS. HUTCHENS:  
 2 A. I can ask.  
 3 MR. O'BRIEN:  
 4 Q. Can you ask and let me know?  
 5 MS. GLYNN:  
 6 Q. We'll note that as an undertaking.  
 7 (9:52 a.m.)  
 8 MR. O'BRIEN:  
 9 Q. Okay. And just confirm sort of what the  
 10 role is and where they're -  
 11 MS. HUTCHENS:  
 12 A. Yes.  
 13 MR. O'BRIEN:  
 14 Q. - exactly why they're appointed?  
 15 MS. HUTCHENS:  
 16 A. Yes, I can do that.  
 17 MR. O'BRIEN:  
 18 Q. And the last comment on this. There's some  
 19 office space here mentioned for rental, 15K  
 20 per employee per year for shared services  
 21 and 60K per year for Soldier's Pond. Can  
 22 you tell me why there's office space rented  
 23 at Soldier's Pond?  
 24 MS. HUTCHENS:  
 25 A. I believe the circumstance there is that

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1 there's some construction trailers or  
 2 something like that on site that are being  
 3 used as office space. I'm not sure how firm  
 4 they are in terms of foundations and that  
 5 kind of stuff. I just can't recall.  
 6 MR. O'BRIEN:  
 7 Q. And is that related to O&M?  
 8 MS. HUTCHENS:  
 9 A. Yes, it would be associated with the  
 10 operation of the assets once they go  
 11 operational.  
 12 MR. O'BRIEN:  
 13 Q. And what types of employees would be housed  
 14 there?  
 15 MS. HUTCHENS:  
 16 A. Well, Soldiers Pond would contain the  
 17 operational folks, you know, that operate in  
 18 the control centre out there, the valve  
 19 halls, the substations, you know, it's a  
 20 fairly large site, so there are employees  
 21 that are stationed out there to operate the  
 22 assets out there.  
 23 MR. O'BRIEN:  
 24 Q. Okay, and it's just construction trailers?  
 25 MS. HUTCHENS:

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1 A. I believe it is, yes.  
 2 MR. O'BRIEN:  
 3 Q. If we go back to page 14, I wanted to run  
 4 through the LTA components there, I had a  
 5 question about the operating labour for the  
 6 LTA, my assumption is as looking at the  
 7 operating labour and salaries both being the  
 8 same, or all being the same across 18, 19,  
 9 20 and 21 is that this budget was based on  
 10 the LTA coming in and being used as of  
 11 January 1, 2018, they don't change; whereas  
 12 we saw -  
 13 MS. HUTCHENS:  
 14 A. Yes, yeah.  
 15 MR. O'BRIEN:  
 16 Q. - in labour in the LIL being one half based  
 17 on a mid year, is that fair?  
 18 MS. HUTCHENS:  
 19 A. Yes. Yes, I think that would be fair.  
 20 (9:56 a.m.)  
 21 MR. O'BRIEN:  
 22 Q. And can you confirm that? Do you have  
 23 discussions, is that your understanding?  
 24 MS. HUTCHENS:  
 25 A. Yeah, I'd like to take that way and confirm

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1 it, actually, just to be sure.  
 2 MR. O'BRIEN:  
 3 Q. Okay. But for the purposes of the  
 4 assessments of the O&M now for 2018 and the  
 5 costs that you're proposing to include in  
 6 the test years, am I right in saying the LTA  
 7 labour cost and anything for LTA is not  
 8 proposed to be included until the LIL goes  
 9 in later this fall?  
 10 MS. HUTCHENS:  
 11 A. Yeah, they would go in in the fall, yes.  
 12 MR. O'BRIEN:  
 13 Q. Yeah, so even if -  
 14 MS. HUTCHENS:  
 15 A. So none of this would start until the fall.  
 16 MR. O'BRIEN:  
 17 Q. Right, none of it would start until the  
 18 fall, so all this—in the bottom here where  
 19 we have 27.3, when that was modified to  
 20 8.35, all of the appropriate modifications  
 21 in the LTA were made so that they would in  
 22 in the fall?  
 23 MS. HUTCHENS:  
 24 A. Yes.  
 25 MR. O'BRIEN:

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1 Q. Okay. For systems equipment maintenance, I  
 2 guess similar to my last question about the  
 3 LIL, there's not a big jump there from the  
 4 first year into the second year, is it that  
 5 the LTA now has already been up and running  
 6 and was it running prior to 2018?  
 7 MS. HUTCHENS:  
 8 A. No, I don't believe it's been running—it's  
 9 not been running, well –  
 10 MR. O'BRIEN:  
 11 Q. It's been maintained?  
 12 MS. HUTCHENS:  
 13 A. It's running to pull the current, the 45  
 14 megawatts that we're bringing down to the  
 15 island now, but it's not running from a,  
 16 I'll call it a power delivery perspective,  
 17 it's running more from a commissioning  
 18 perspective.  
 19 MR. O'BRIEN:  
 20 Q. Okay, all right. The corporate salaries  
 21 again, similar jump, this is from 1.5 to  
 22 3.4, but 1.5 is a full year now and 3.4 is a  
 23 full year and would you have a similar  
 24 response to the reason for those increases?  
 25 MR. HUTCHENS:

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1 A. Yeah, I think it's just a matter of stepping  
 2 the staff into the roles and, you know, you  
 3 don't need to hire them earlier than you  
 4 need to hire them, and the corporate roles  
 5 are a little bit different, I think then the  
 6 onsite roles.  
 7 MR. O'BRIEN:  
 8 Q. Than the onsite roles. And if we go down,  
 9 there's a couple of, the Muskrat Falls  
 10 section there, clearly nothing is being  
 11 charged or being included in your totals  
 12 from the Muskrat Falls in 2018 and 2019.  
 13 MS. HUTCHENS:  
 14 A. Correct.  
 15 MR. O'BRIEN:  
 16 Q. There's a couple of payments there, I just  
 17 wanted to—or a couple of line items there.  
 18 The waterpower rental, that doesn't kick in  
 19 until full power.  
 20 MS. HUTCHENS:  
 21 A. My understanding is yes, that's correct.  
 22 MR. O'BRIEN:  
 23 Q. Okay, and the IBA payments?  
 24 MS. HUTCHENS:  
 25 A. Same.

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1 MR. O'BRIEN:  
 2 Q. Same thing, and waterpower rental, who is  
 3 that paid to, is that the government?  
 4 MS. HUTCHENS:  
 5 A. I believe it's paid to the province.  
 6 MR. O'BRIEN:  
 7 Q. The province, yeah, okay. Now, if we could  
 8 turn from this document now back to the  
 9 supplementary evidence from Friday, page 3.  
 10 Okay, there's a footnote down there,  
 11 footnote 7, total cost of power purchases  
 12 include the energy purchase cost, delivery  
 13 costs incurred to obtain off-island supply  
 14 and then in brackets, including agency fees,  
 15 and the operating and maintenance costs  
 16 required to be paid by Hydro for access to  
 17 the LIL and LTA. I just wanted to confirm  
 18 just in terms of delivery costs, are they  
 19 associated with costs for the power coming  
 20 over the Maritime Link? Or is there  
 21 delivery costs associated with power coming  
 22 over from Labrador?  
 23 MS. HUTCHENS:  
 24 A. I'm not a hundred percent sure on the  
 25 Maritime Link piece. I don't think we pay

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1 for the transmission access on the Maritime  
 2 Link, but I'm not sure if there's ancillary  
 3 charges in, you know, other provinces for  
 4 their transmission.  
 5 MR. O'BRIEN:  
 6 Q. Oh, I see.  
 7 MS. HUTCHENS:  
 8 A. Right? And in terms of the, you know, if  
 9 we're bringing power down over the LIL or  
 10 the LTA that is, you know, Ms. Williams  
 11 talked about an additional agreement to, you  
 12 know, to firm up the power.  
 13 MR. O'BRIEN:  
 14 Q. Right.  
 15 MS. HUTCHENS:  
 16 A. And so there would be costs of bringing that  
 17 through, you know, to get to the starting  
 18 point of the LIL or sorry, the LTA.  
 19 (10:00 a.m.)  
 20 MR. O'BRIEN:  
 21 Q. Right, and I guess I'm trying to see whether  
 22 or not there are additional costs with, if  
 23 we scroll back up to the top of this page,  
 24 that's the table where we saw the LIL and  
 25 LTA operating and maintenance costs, and

<p style="text-align: right;">Page 69</p> <p>1 those are the 51.4 and the 8.3 and we scroll 2 back down to that footnote, when we looked 3 at Undertaking 54, I didn't see any delivery 4 costs or say agency fees, that sort of 5 thing, included in it and that footnote 6 suggests that those things would be on top 7 of the energy costs and the costs for the 8 LIL and LTA O&amp;M costs, so I'm just trying to 9 get a handle on what additional costs – 10 MS. HUTCHENS: 11 A. I think those additional costs that you're 12 talking about are not associated with the 13 recall power. 14 MR. O'BRIEN: 15 Q. Right, okay, and that's what I was 16 wondering. 17 MS. HUTCHENS: 18 A. That may be the best distinction to take, 19 yes. 20 MR. O'BRIEN: 21 Q. So if they're not associated with recall 22 power, then it doesn't affect the 8.3 that 23 we see above or the 51.4. 24 MS. HUTCHENS: 25 A. Correct.</p>	<p style="text-align: right;">Page 71</p> <p>1 but I also undertake to get the answer 2 unless I know we can answer it. 3 MR. O'BRIEN: 4 Q. Right, because I'm kind of interested in 5 what types of charges they are and the 6 amounts, versus who is charging them and 7 that kind of thing. I don't need to know 8 that. 9 MS. HUTCHENS: 10 A. What I will undertake to do is try to get 11 you sufficient detail that we don't sort of 12 get into confidentiality concerns and to 13 help you understand the costs, yes. 14 MR. O'BRIEN: 15 Q. Right, and that's fine, yes, and how it's 16 sort of calculated, that kind of thing. 17 MS. HUTCHENS: 18 A. Yes. 19 MS. GLYNN: 20 Q. The undertaking is noted. 21 MR. O'BRIEN: 22 Q. And if I could, the basis for charging them, 23 if you could include that? 24 MS. HUTCHENS: 25 A. Sure.</p>
<p style="text-align: right;">Page 70</p> <p>1 MR. O'BRIEN: 2 Q. So if we scroll back up, would it affect, 3 would it be included in the other off-island 4 purchases supply source line? 5 MS. HUTCHENS: 6 A. I believe yes, that's the case. 7 MR. O'BRIEN: 8 Q. And you're not able to tell me exactly what 9 delivery costs would be included in that 10 line? 11 MS. HUTCHENS: 12 A. No, I don't have those details. 13 (10:02 a.m.) 14 MR. O'BRIEN: 15 Q. Can you find out those details for me? 16 MS. HUTCHENS: 17 A. I can, to the extent that there's not 18 confidential 19 MR. O'BRIEN: 20 Q. Would Mr. Fagan know those? And I don't 21 want confidential information. 22 MS. HUTCHENS: 23 A. I'm not sure that he would. Perhaps to be 24 helpful I can undertake to check that, 25 unless Mr. Fagan is the appropriate party,</p>	<p style="text-align: right;">Page 72</p> <p>1 MR. O'BRIEN: 2 Q. Yeah, and how about agency fees? Would the 3 same thing apply? 4 MS. HUTCHENS: 5 A. Yes, it would be the same. 6 MR. O'BRIEN: 7 Q. Can you do the same thing for agency fees, 8 provide the same information? 9 MS. HUTCHENS: 10 A. Yes. 11 MR. O'BRIEN: 12 Q. Now Mr. LeBlanc mentioned that there might 13 be things included in O&amp;M costs which are 14 not what he would call strictly O&amp;M and I 15 think he used an example, like snowclearing, 16 and for me, I think I might include that as 17 O&amp;M, but I'm just wondering if there is any 18 – 19 MS. HUTCHENS: 20 A. It may be an engineer's versus an 21 accountant's view. 22 MR. O'BRIEN: 23 Q. And I'm wondering is there anything that you 24 are aware of that is not strictly O&amp;M costs, 25 beyond what we looked at, in say Undertaking</p>

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1 54 that would be included?

2 MS. HUTCHENS:

3 A. No, I'm not aware of anything that I

4 wouldn't consider to be O&M costs from an

5 accounting perspective for sure.

6 MR. O'BRIEN:

7 Q. Okay, all right. And if we could go to page

8 16, line 1—or sorry, 16 there's a footnote,

9 51, and we just discussed this and I just

10 wanted to clarify and a charge to Hydro for

11 operating and maintenance include, also

12 include other costs incurred by Muskrat

13 Falls Corporation such as payments to

14 Aboriginal peoples pursuant to impact in

15 benefit agreements, payments pursuant to

16 water lease, payments pursuant to the Water

17 Management Agreement, administrative costs

18 and taxes. Now this footnote is in the

19 section for revenue requirements post

20 Muskrat Falls full power.

21 MS. HUTCHENS:

22 A. Correct.

23 MR. O'BRIEN:

24 Q. I just wanted to make sure there's nothing

25 in here that's included in that footnote in

Page 74

1 the O&M costs for the 2019 and 2018 test

2 year?

3 MS. HUTCHENS:

4 A. No, I think there's a distinction between

5 the two, yes.

6 MR. O'BRIEN:

7 Q. Right, okay. And in terms of a transmission

8 tariff, I understand the transmission tariff

9 will have to be paid in the test years, is

10 that correct, for anything coming over from

11 Labrador?

12 MS. HUTCHENS:

13 A. In which test years?

14 MR. O'BRIEN:

15 Q. 2018, 2019.

16 MS. HUTCHENS:

17 A. The transmission, yes, so it would be

18 pursuant to the agreements that we're

19 working on.

20 MR. O'BRIEN:

21 Q. Right, and Mr. LeBlanc had indicated and I

22 just wanted to make sure that that is your

23 understanding as well that any O&M fees that

24 are paid in those periods will be credited

25 in that transmission tariff, so there'd be –

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1 MS. HUTCHENS:

2 A. Oh, yes, yes, there would be no double

3 payment. They're designed to operate

4 together so that there is nothing dropped

5 and nothing doubled up, yes.

6 MR. O'BRIEN:

7 Q. Yes, right, because a transmission tariff

8 would usually include, so it would be large

9 enough to include those types of fees, but

10 you will be credited for anything that –

11 MS. HUTCHENS:

12 A. Yes.

13 MR. O'BRIEN:

14 Q. And how would Hydro be able to ensure that

15 that's the case? Was there an opportunity

16 to review the tariff?

17 MS. HUTCHENS:

18 A. Well I think the tariff is, you know, is set

19 through the NLSA operation and it's set

20 through the system operator, so, which is a

21 division of Hydro, so by virtue of its

22 structure, you know, we would have

23 visibility of it to the appropriate level.

24 MR. O'BRIEN:

25 Q. Right. So any agreement you're setting now

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1 to allow that to be credited, the NLSO will

2 have access to that?

3 MS. HUTCHENS:

4 A. Yes, yes.

5 MR. O'BRIEN:

6 Q. And I wanted to ask you just about the

7 possible risk of escalation in the O&M costs

8 going forward, say in 2018, 2019, these are

9 estimates provided by Nalcor and they're

10 not, and from what I gather, Hydro does

11 expect to pay actual costs that are

12 incurred.

13 MS. HUTCHENS:

14 A. Correct.

15 MR. O'BRIEN:

16 Q. So we know that the initial estimate of O&M

17 costs was much lower than what the estimate

18 is right now. Do you have any updated

19 information from June of 2017, say where O&M

20 costs might be going?

21 MS. HUTCHENS:

22 A. I have nothing to lead me to believe that

23 they're different than what we have in

24 Undertaking 54 at this point; however, I

25 believe Mr. LeBlanc indicated and I would

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1 concur that it is my understanding as well,  
 2 that Nalcor’s power supply division is  
 3 currently in a budgeting cycle looking at  
 4 2019, so there will be a further refinement  
 5 of the numbers and as they, you know, sort  
 6 of look into the detailed budgeting for that  
 7 year.  
 8 MR. O’BRIEN:  
 9 Q. And when do you expect to see—do you expect  
 10 to see a similar slide deck of what you see  
 11 there in Undertaking 54?  
 12 MS. HUTCHENS:  
 13 A. We haven’t discussed the form, but yeah, I  
 14 would expect to see some level of detail and  
 15 we would expect to see that around the end  
 16 of August.  
 17 MR. O’BRIEN:  
 18 Q. Okay, and just in terms of if the O&M costs  
 19 are actually lower, the estimate now is a  
 20 lower cost, do you expect that to be a  
 21 possibility?  
 22 MS. HUTCHENS:  
 23 A. Yes, I think it’s a possibility.  
 24 MR. O’BRIEN:  
 25 Q. It’s possible?

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1 MS. HUTCHENS:  
 2 A. I’m not sure it’s probable, but it’s  
 3 possible and I would say the same thing  
 4 about increases as well.  
 5 MR. O’BRIEN:  
 6 Q. You’re not sure it’s probable for an  
 7 increase, but it’s possible?  
 8 MS. HUTCHENS:  
 9 A. Yeah, I just don’t have any visibility as to  
 10 where they are with their (inaudible –  
 11 coughing).  
 12 MR. O’BRIEN:  
 13 Q. In the Undertaking 54 that we looked at in  
 14 that 2018 budget, it looked as though there  
 15 was a, and I can take you to the piece if  
 16 you like, that there was a contingency of 12  
 17 percent built in, are you aware of that?  
 18 MS. HUTCHENS:  
 19 A. Yes, I remember it.  
 20 MR. O’BRIEN:  
 21 Q. Okay, maybe we can pull it up if you like.  
 22 MS. HUTCHENS:  
 23 A. If you give me the reference, that might be  
 24 helpful.  
 25 MR. O’BRIEN:

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1 Q. Page 19, I think, of Undertaking 54, under  
 2 “contingency”, base year 2021 estimate  
 3 developed during—so it’s developed during  
 4 the 2018 cycle, now we’re talking about  
 5 developing one in the 2019 cycle, that’s  
 6 what Mr. LeBlanc had indicated and you did  
 7 today.  
 8 MS. HUTCHENS:  
 9 A. Yes.  
 10 MR. O’BRIEN:  
 11 Q. So there’s an O&M cost contingency of 12  
 12 percent there to address cost variations.  
 13 So is it possible that this assessment is 12  
 14 percent, the way this is done, is it  
 15 increased by 12 percent?  
 16 MS. HUTCHENS:  
 17 A. I think there’s a 12 percent contingency  
 18 built into certain categories there and  
 19 that’s associated, I think, it was just  
 20 being prudent in terms of making sure that,  
 21 you know, it’s –  
 22 MR. O’BRIEN:  
 23 Q. Right, okay, so that O&M cost section there  
 24 with a 12 percent contingency, would it be  
 25 fair that these assessments are 12 percent

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1 higher than what the budget is? Is that how  
 2 that works?  
 3 MS. HUTCHENS:  
 4 A. I don’t think so, because I think, you know,  
 5 the timing of when the budgets were done and  
 6 the look forwards, you know, they’re looking  
 7 into 2021, so it’s multiple years out, and I  
 8 think at the time the budget was done, they  
 9 were still, you know, as I said earlier  
 10 yesterday, there was—as you get closer to  
 11 operating assets and establishing, you know,  
 12 your detailed operational plans, I think  
 13 that’s when you really start to understand  
 14 what your costs are actually going to be.  
 15 MR. O’BRIEN:  
 16 Q. Right.  
 17 MS. HUTCHENS:  
 18 A. And I think as we run closer, I would  
 19 absolutely expect contingencies to go down,  
 20 but whether that results in, you know, what  
 21 the effect of that is on the underlying  
 22 costs may change as well.  
 23 MR. O’BRIEN:  
 24 Q. Okay, I understand, and I guess I’m just  
 25 trying to get a flavour for if it’s a

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1 prudence contingency, does that mean that  
 2 the base year figure was increased by 12  
 3 percent for O&M costs? The base year figure  
 4 would be -  
 5 MS. HUTCHENS:  
 6 A. Yes, from where they had expected to be at  
 7 that point in time with other detailed  
 8 planning.  
 9 MR. O'BRIEN:  
 10 Q. Right, so it may not be 12 percent in 2018  
 11 and 2019, but it would be a higher  
 12 percentage, it would be a percentage,  
 13 anyway, of increase.  
 14 MS. HUTCHENS:  
 15 A. In 2012, yes.  
 16 MR. O'BRIEN:  
 17 Q. Yeah, so at 18 and 19, those figures for  
 18 prudence purposes are somewhat higher than  
 19 what the budget is?  
 20 MS. HUTCHENS:  
 21 A. I think they're included in the budget, but  
 22 they are somewhat higher than the estimates.  
 23 MR. O'BRIEN:  
 24 Q. Yes, than the estimate, how about that,  
 25 okay.

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1 MS. HUTCHENS:  
 2 A. Yes.  
 3 MR. O'BRIEN:  
 4 Q. So there is a possibility that there could  
 5 be an over collection based on -  
 6 MS. HUTCHENS:  
 7 A. Yes.  
 8 MR. O'BRIEN:  
 9 Q. Based on what we've got in test years.  
 10 MR. HUTCHENS:  
 11 A. I wouldn't necessarily say over collection  
 12 because I think the agreements will recover  
 13 the actual cost, rather than the estimated.  
 14 MR. O'BRIEN:  
 15 Q. The agreements will, but the test years  
 16 won't.  
 17 MS. HUTCHENS:  
 18 A. I think in the test year we have proposed  
 19 that originally with the off-island purchase  
 20 power deferral account, as well as any  
 21 existing arrangement, that those costs will  
 22 run through the energy supply cost variance  
 23 reserve, the updated energy supply cost  
 24 variance reserve, the description of which  
 25 was included in our March 22nd filing,

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1 Appendix L.  
 2 MR. O'BRIEN:  
 3 Q. So that's the backstop for any escalation,  
 4 okay.  
 5 MS. HUTCHENS:  
 6 A. Yes, that is, yeah. So you won't have an  
 7 over collection that will go to the account  
 8 of the customers through that accounts  
 9 operation.  
 10 MR. O'BRIEN:  
 11 Q. Okay. I'm going to turn to, back to the  
 12 supplemental evidence. I just wanted to  
 13 talk about revenue requirement reductions  
 14 from the settlement figures, if we could.  
 15 So if we can turn to Table 4, page 7. Okay,  
 16 so these are, were these figures prepared by  
 17 you?  
 18 MS. HUTCHENS:  
 19 A. No, not directly by me.  
 20 MR. O'BRIEN:  
 21 Q. Have you reviewed them though?  
 22 MS. HUTCHENS:  
 23 A. Yes, I've seen them, yes.  
 24 MR. O'BRIEN:  
 25 Q. Okay, all right, there's a footnote there at

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1 the bottom of that page, footnote 22, if you  
 2 can scroll down, Settlement Agreement and  
 3 this relates to the removal of the business  
 4 system transformation project costs. I just  
 5 wanted to confirm for the purposes of this  
 6 hearing we're not going to be discussing the  
 7 business system transformation project  
 8 costs, that's for another proceeding, that's  
 9 what's built into that footnote for the  
 10 regulatory process.  
 11 MS. HUTCHENS:  
 12 A. I believe that was the agreement of the  
 13 Settlement Agreement, yes.  
 14 MR. O'BRIEN:  
 15 Q. Yeah, okay. So in terms of the next page,  
 16 Table 5, we see some customer impacts here,  
 17 page 9. Okay, so we can see some of the  
 18 revenue requirement impacts there, sorry,  
 19 the impacts on the revenue requirements in  
 20 that second column there for each of the  
 21 areas. So is it, ultimately, I guess, from  
 22 when I read this evidence, it appears to me  
 23 that for 2018 the forecast revenue  
 24 requirement for Newfoundland Power is  
 25 expected to be 21.2 million dollars lower

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1 than what's currently reflected in rates?  
 2 MS. HUTCHENS:  
 3 A. Yes, I believe that's what this shows, yes.  
 4 MR. O'BRIEN:  
 5 Q. Right, and so that's based on the current  
 6 interim rate?  
 7 MS. HUTCHENS:  
 8 A. Correct.  
 9 MR. O'BRIEN:  
 10 Q. Okay. So there are some deficiencies in  
 11 some of the rural requirements I think that  
 12 I presume Newfoundland Power will have to  
 13 pick up some portions of that in the rural  
 14 deficit?  
 15 MS. HUTCHENS:  
 16 A. Yes, I believe that's the power policy of  
 17 the province, yes.  
 18 MR. O'BRIEN:  
 19 Q. So in terms of how Newfoundland Power's  
 20 customers will be credited this 21.2 million  
 21 dollar forecast, decrease in revenue  
 22 requirement, I see there's a table on the  
 23 next page of Table 7, page 12, and the table  
 24 is not explained, but from what I gather  
 25 from it, it looks as though rather than

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1 credit that 21 million, it would, it's  
 2 recommended that it be used to defer some of  
 3 the deferred supply or to reduce the  
 4 deferred supply cost figure.  
 5 MS. HUTCHENS:  
 6 A. Wait now, I'm just checking something here.  
 7 MR. O'BRIEN:  
 8 Q. Is that what's being proposed?  
 9 MS. HUTCHENS:  
 10 A. Yes, but I think the Settlement Agreement  
 11 also talked about the deferred supply cost  
 12 as well, so yes, there's connections into  
 13 the Settlement Agreement on both parts.  
 14 (10:15 a.m.)  
 15 MR. O'BRIEN:  
 16 Q. So it's going to be applied in there,  
 17 there's connections, yeah, okay. And that  
 18 monthly charge figure, so that goes out to  
 19 2020, is it a 20-month period?  
 20 MS. HUTCHENS:  
 21 A. It's a 20-month period, yes.  
 22 MR. O'BRIEN:  
 23 Q. 20-month period, okay, and would that be on  
 24 as a rider?  
 25 MS. HUTCHENS:

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1 A. I believe that was the Settlement Agreement  
 2 and you can see that on page 11, line 2.  
 3 MR. O'BRIEN:  
 4 Q. That's the idea, yeah, so that's the idea.  
 5 I'm wondering if you could calculate the  
 6 cost recovery rider for Newfoundland Power  
 7 customers in a cents per kilowatt hour for  
 8 both, like the 60 million and the net 38.8  
 9 million, is that possible for you to do?  
 10 MS. HUTCHENS:  
 11 A. I would suggest that Mr. Fagan is the one to  
 12 do that.  
 13 MR. O'BRIEN:  
 14 Q. Okay, all right.  
 15 MS. GLYNN:  
 16 Q. Mr. O'Brien, would you require that before –  
 17 MR. O'BRIEN:  
 18 Q. No, I can ask Mr. Fagan. Page 13, if we  
 19 scroll down, so I understand, lines 3 to 5  
 20 there, so the projected rate increase now to  
 21 Newfoundland Power's retail customers for  
 22 2019 is 1.2 percent, correct?  
 23 MS. HUTCHENS:  
 24 A. Correct.  
 25 MR. O'BRIEN:

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1 Q. And is that with the inclusion of the supply  
 2 cost rate rider, do you know?  
 3 MS. HUTCHENS:  
 4 A. I think Mr. Fagan should probably confirm  
 5 that.  
 6 MR. O'BRIEN:  
 7 Q. Okay. And how about the Holyrood  
 8 conversion, I guess there's a Holyrood  
 9 deferral account as well, is that included  
 10 in that as well?  
 11 MS. HUTCHENS:  
 12 A. I'm just reading the table, just make sure I  
 13 know.  
 14 MR. O'BRIEN:  
 15 Q. Another deferral account there.  
 16 MS. HUTCHENS:  
 17 A. Yes, so the preamble to that table on lines  
 18 17, 18, 19 and 20, I think describes, sorry,  
 19 speaking into the mike, the projected  
 20 impacts include the recovery of refund of  
 21 the revenue deficiency, so that's inclusive.  
 22 MR. O'BRIEN:  
 23 Q. Right.  
 24 MS. HUTCHENS:  
 25 A. The test year revenue requirement and the

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1 deferred supply cost, so that would all be  
 2 embedded in that 1.2.  
 3 MR. O'BRIEN:  
 4 Q. So all of that is embedded in there, okay.  
 5 MR. HUTCHENS:  
 6 A. All those three pieces, yes.  
 7 MR. O'BRIEN:  
 8 Q. Okay, good, all right. And this 1.2 percent  
 9 increase this is on the assumption that the  
 10 remaining proposals of Hydro in the rate  
 11 case are accepted by the Board?  
 12 MS. HUTCHENS:  
 13 A. Yes, yes, the things that have not been  
 14 settled, yes, we're still –  
 15 MR. O'BRIEN:  
 16 Q. Right, so if the O&M costs for the use of  
 17 the LIL and LTA are not included, that would  
 18 have an effect on the 2019 rates?  
 19 MS. HUTCHENS:  
 20 A. Yes, as would any of the variables that have  
 21 not yet been finalized and ordered by the  
 22 Board.  
 23 MR. O'BRIEN:  
 24 Q. Would you expect that to have a significant  
 25 effect?

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1 MS. HUTCHENS:  
 2 A. There would be an effect for sure.  
 3 MR. O'BRIEN:  
 4 Q. I wanted to ask you a few questions just  
 5 about rate base. I'd explored the issue of  
 6 capital expenditure variances with Mr.  
 7 Gardiner. I just had a couple of questions  
 8 for you about how that applies for rate base  
 9 forecast. Can we bring up the Grant  
 10 Thornton Report, the December 2017 report,  
 11 page 27?  
 12 MS. MASSIE:  
 13 Q. I'm sorry, Mr. O'Brien, what's that related  
 14 to?  
 15 MR. O'BRIEN:  
 16 Q. Page 27, and line 26, it's just down at the  
 17 bottom here, there's a number of plant  
 18 investment items that have not been yet  
 19 approved by the Board. I'm just wondering  
 20 in terms of rate base, have any of those  
 21 been approved since Grant Thornton's report  
 22 in December of 2017, do you know?  
 23 MS. HUTCHENS:  
 24 A. I know there's been some activity of late  
 25 and I just can't recall which ones. I could

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1 undertake to confirm and see which ones are  
 2 resolved and which ones aren't.  
 3 MR. O'BRIEN:  
 4 Q. Okay, can you do that? Okay.  
 5 (10:22 a.m.)  
 6 MS. GLYNN:  
 7 Q. We'll note that on the record. And if we  
 8 could turn to page 91 and right down at the  
 9 bottom there, I think, I just wanted to  
 10 confirm there's a recommendation there that  
 11 the Board obtain from Hydro updated capital  
 12 expenditure forecasts for 2017, '18 and '19.  
 13 Have they been provided to day, do you know?  
 14 MS. HUTCHENS:  
 15 A. Not to my knowledge. 2017 would have been  
 16 provided because it's an actual.  
 17 MR. O'BRIEN:  
 18 Q. Because it's an actual, yes.  
 19 MS. HUTCHENS:  
 20 A. And I believe in our capital expenditure  
 21 variance report there's some communications  
 22 going into—but it would be firm numbers. I  
 23 know there's been a lot of discussion the  
 24 Muskrat Falls, Happy Valley link and I do  
 25 believe we've made some adjustments in this.

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1 MR. O'BRIEN:  
 2 Q. Okay, is there a plan to file those in the  
 3 next, the 2018/2019 forecast soon?  
 4 MS. HUTCHENS:  
 5 A. Not to my knowledge; not a distinct plan.  
 6 Now, yes—let me step back for a minute,  
 7 sorry.  
 8 MR. O'BRIEN:  
 9 Q. Okay.  
 10 MS. HUTCHENS:  
 11 A. Not as an explicit filing, however our  
 12 capital budget will be filed early August, I  
 13 believe. So that would certainly give  
 14 visibility in terms of those numbers, yes.  
 15 MR. O'BRIEN:  
 16 Q. That would certainly have that, yes.  
 17 MS. HUTCHENS:  
 18 A. So, that would be close now.  
 19 MR. O'BRIEN:  
 20 Q. Okay. And there's also a recommendation the  
 21 Board requests from Hydro the impact on  
 22 revenue requirement and average rate base  
 23 for 2018 to 2019 test years as a result of  
 24 those updated forecasts. So, in order to  
 25 provide that impact, I presume you'd have to



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1 complete those forecasts, is that fair?  
 2 MS. HUTCHENS:  
 3 A. Yes, we would.  
 4 MR. O'BRIEN:  
 5 Q. And is that something that you'll be  
 6 providing as part of the compliance filing?  
 7 MS. HUTCHENS:  
 8 A. Yes, I would absolutely expect us to update  
 9 as part of the compliance filing.  
 10 MR. O'BRIEN:  
 11 Q. Okay. And I did want to ask a couple of  
 12 questions about average rate base because it  
 13 may be based on being a moving on target,  
 14 but if we could bring up Volume 1, Schedule  
 15 4, 4-2, page 5. I think it's in line 9,  
 16 average rate base figures for the 2018 and  
 17 2019 test year. So, the 2018 year in that  
 18 table is 2,263,109,000.00 and the 2019 is  
 19 2,364,465,000.00. Now, I've seen different  
 20 figures in different documents later and I  
 21 just wanted to clarify, sort of, what figure  
 22 we're looking at. If we could reference the  
 23 additional cost of service information,  
 24 March 22, 2108, Appendix F, page 1. I  
 25 believe it's line 3, average rate base,

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1 okay. So, the previous document we looked  
 2 at the initial filing where, I guess, it was  
 3 probably the updated filing for 2018  
 4 2,263,109,000.00. Here we see  
 5 2,243,676,000.00. So, there's a difference  
 6 of approximately 20 million dollars less.  
 7 Can you account for that difference or  
 8 reconcile it for me?  
 9 MS. HUTCHENS:  
 10 A. I believe I know what the difference is,  
 11 just let me confirm, see if I can confirm.  
 12 MR. O'BRIEN:  
 13 Q. Okay.  
 14 MS. HUTCHENS:  
 15 A. No, I haven't got the schedule there to  
 16 confirm it, I don't think. I believe the  
 17 difference is associated with the deferred  
 18 charges. The RSP would have some  
 19 variability.  
 20 MR. O'BRIEN:  
 21 Q. Okay.  
 22 MS. HUTCHENS:  
 23 A. As well, the original filing had the off  
 24 island purchase power deferral account in  
 25 it.

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1 MR. O'BRIEN:  
 2 Q. Yes.  
 3 MS. HUTCHENS:  
 4 A. Whereas the cost of service information was  
 5 the expected supply scenario. So, then also  
 6 the off island purchase power deferral  
 7 account would be different there as well.  
 8 MR. O'BRIEN:  
 9 Q. So that would have an effect on the average  
 10 rate base.  
 11 MS. HUTCHENS:  
 12 A. It would be through the deferred charges.  
 13 MR. O'BRIEN:  
 14 Q. And the reason I ask is because, and we can  
 15 go there if you'd like, but the April 13  
 16 filing which is after the March 22 filing of  
 17 additional information had the same figures  
 18 as the initial filing.  
 19 MS. HUTCHENS:  
 20 A. So, the April 13th filing was the –  
 21 MR. O'BRIEN:  
 22 Q. Schedule was the additional information  
 23 filed—that's Information 1 actually.  
 24 MS. HUTCHENS:  
 25 A. Information 1, yes. But Information 1, I

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1 think, was based on the –  
 2 MR. O'BRIEN:  
 3 Q. Was just an update on –  
 4 MS. HUTCHENS:  
 5 A. - off island purchase power deferral account  
 6 scenario versus the expected supply  
 7 scenario.  
 8 MR. O'BRIEN:  
 9 Q. Okay.  
 10 MS. HUTCHENS:  
 11 A. Yes, because we gave the same schedules for  
 12 comparability and dropped the 2017 actuals.  
 13 And the 2017 actuals would have an effect in  
 14 here, but I wouldn't think it would be  
 15 material.  
 16 MR. O'BRIEN:  
 17 Q. Okay, but the 20 million dollar difference  
 18 there would have to do with the expected  
 19 supply scenario versus the deferred—and  
 20 that's the RSP sort of –  
 21 MS. HUTCHENS:  
 22 A. I believe that the case, yes.  
 23 MR. O'BRIEN:  
 24 Q. And can you confirm that for me?  
 25 MS. HUTCHENS:

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1 A. Subject to check.  
 2 (10:30 a.m.)  
 3 MR. O'BRIEN:  
 4 Q. Can you confirm that for me, just check on  
 5 that and confirm it for us.  
 6 MS. HUTCHENS:  
 7 A. Yes, I will.  
 8 MS. GLYNN:  
 9 Q. We'll note that on the record.  
 10 MR. O'BRIEN:  
 11 Q. And the 2019 figure, I presume, is in error  
 12 of three billion because the initial filing  
 13 was two billion three sixty four. I presume  
 14 the 2019 is not actually three billion, is  
 15 it?  
 16 MS. HUTCHENS:  
 17 A. Yes, that appears to be a 3 rather than a 2.  
 18 Let me confirm to make sure, just to get the  
 19 record right.  
 20 MR. O'BRIEN:  
 21 Q. Yes, but even assuming it was a 2 and that's  
 22 an error, it's still subject to check, it's  
 23 a hundred and forty five million dollars  
 24 less than what the initial filing was. Is  
 25 that related to—can you confirm and

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1 reconcile that?  
 2 MS. HUTCHENS:  
 3 A. Two three six four, yes, yes.  
 4 MR. O'BRIEN:  
 5 Q. And just confirm –  
 6 MS. HUTCHENS:  
 7 A. I'll do the same, yes, I believe it's the  
 8 same thing in both years, but yes, I will  
 9 confirm that.  
 10 MR. O'BRIEN:  
 11 Q. Okay.  
 12 MS. GLYNN:  
 13 Q. We'll note that as a separate undertaking.  
 14 (10:31 a.m.)  
 15 MR. O'BRIEN:  
 16 Q. And I guess for completeness, if we went to  
 17 Appendix G of this additional cost of  
 18 service information, page 1. Sorry, page 5.  
 19 At line 19 we have different figures again.  
 20 There's a nine million dollar difference in  
 21 2013 and twenty four million--sorry 2018 and  
 22 in a twenty four million difference in 2019.  
 23 MS. HUTCHENS:  
 24 A. Sorry, you're coming that to which –  
 25 MR. O'BRIEN:

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1 Q. If I compare that to actually Appendix F of  
 2 the same document. Appendix F, I guess, has  
 3 to do with—sorry, Appendix G, we'll go to  
 4 and just scroll up to page 1 or just before  
 5 page 1. So, Appendix G has to do with the  
 6 expected supply and I believe Appendix F had  
 7 to do with the—if we could scroll down  
 8 again—the beginning of Appendix F, it's  
 9 still, it's the deferral account. So, in  
 10 all of these areas I see different figures.  
 11 So, even the deferral account here in  
 12 Appendix F is a different figure than what's  
 13 filed initially and what's in the updated  
 14 information.  
 15 MS. HUTCHENS:  
 16 A. Yeah, so Appendix F versus Appendix G -  
 17 MR. O'BRIEN:  
 18 Q. Yes.  
 19 MR. O'BRIEN:  
 20 Q. - have different revenue requirements. One  
 21 is the test year revenue requirement; and  
 22 one is existing rates. So, that would have  
 23 an impact there as well.  
 24 MR. O'BRIEN:  
 25 Q. Okay. Yeah, I think they're both expected

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1 supply though, G and F. So, what's the  
 2 difference in the revenue requirements  
 3 related to –  
 4 MS. HUTCHENS:  
 5 A. This is Appendix F I'm looking at here now?  
 6 MR. O'BRIEN:  
 7 Q. Yes.  
 8 MS. HUTCHENS:  
 9 A. You're into –  
 10 MR. O'BRIEN:  
 11 Q. So, one is on existing rates and one is—is  
 12 that the difference?  
 13 MS. HUTCHENS:  
 14 A. Yes, I believe so, yeah.  
 15 MR. O'BRIEN:  
 16 Q. Okay. I'll just get you to confirm the  
 17 other information, if you could do that for  
 18 me.  
 19 MS. HUTCHENS:  
 20 A. Yes, I will do that just to make sure that  
 21 the record is clear in terms of what all the  
 22 various –  
 23 MR. O'BRIEN:  
 24 Q. Just to make sure we got the right –  
 25 MS. HUTCHENS:

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1 A. - rate bases numbers are because they all  
 2 have a distinct kind of purpose in the  
 3 evidence.  
 4 MR. O'BRIEN:  
 5 Q. Yes.  
 6 MS. HUTCHENS:  
 7 A. So, we'll reconcile them all, or at least,  
 8 tell you what the differences are, right.  
 9 MR. O'BRIEN:  
 10 Q. Yes, perfect, thanks. Okay, let's move—I do  
 11 want to ask you some questions about the  
 12 rate mitigation evidence that's in here.  
 13 And I recognize some of that information,  
 14 Mr. Fagan may be better to speak to. So,  
 15 just let me know if that's the case.  
 16 MS. HUTCHENS:  
 17 A. Sure, I will.  
 18 MR. O'BRIEN:  
 19 Q. So, the supplemental evidence file on Friday  
 20 also concludes some evidence on customer  
 21 rate projections. And I understand that  
 22 that evidence was filed in support of what I  
 23 took was a proposal for the implementation  
 24 of a rate stability rider in 2019. Is that  
 25 a proposal of Hydro?

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1 MS. HUTCHENS:  
 2 A. I think Mr. Fagan might be better off to  
 3 characterize it, but I do believe that—I  
 4 actually read that this morning because I  
 5 know there was some discussion yesterday on  
 6 it. I think it was intended to be options  
 7 and you know, not necessarily a proposal,  
 8 but certainly we wanted to make sure that on  
 9 the record that the Board had some  
 10 information regarding, you know, options  
 11 around how we might step into the Muskrat  
 12 Falls rates from a customer perspective.  
 13 But as to whether it's a proposal or whether  
 14 it's production of options, I'm better to  
 15 ask Mr. Fagan about that?  
 16 MS. HUTCHENS:  
 17 A. Yes.  
 18 MR. O'BRIEN:  
 19 Q. Okay. But in terms of it being—of the  
 20 scenarios that are produced as being options  
 21 for rate mitigation. Are you aware that  
 22 historically the Board has required  
 23 information regarding the timing and the  
 24 amount of anticipated increases as well as  
 25 other relevant circumstances that might be

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1 available to determine if it's appropriate  
 2 to implement rate mitigation?  
 3 MS. HUTCHENS:  
 4 A. I don't think there's a mitigation.  
 5 MR. O'BRIEN:  
 6 Q. Well, there's an—if it's a proposal or if  
 7 it's what's being suggested there is here's  
 8 some considerations, in order for the Board  
 9 to do it, they would require information as  
 10 to the timing of when rates are going up,  
 11 the amounts that are going up and what other  
 12 relevant circumstances might be available.  
 13 MS. HUTCHENS:  
 14 A. I think they would have to have some  
 15 information in front of them and I think  
 16 this was intended to provide some additional  
 17 information in that regard.  
 18 MR. O'BRIEN:  
 19 Q. Okay. The information that we have in this  
 20 supplemental information here is based on,  
 21 from what I can gather—and if we can bring  
 22 up IC-NLH-122, page 20. Are you familiar  
 23 with that particular table?  
 24 MS. HUTCHENS:  
 25 A. Yes, I've seen it.

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1 MR. O'BRIEN:  
 2 Q. So, there's some discussion about that  
 3 before. So, from what I can gather from  
 4 reviewing the evidence there, that the  
 5 information provided for potential scenarios  
 6 are all based or taken from this current  
 7 estimate line that Nalcor has provided of  
 8 22.89 cents a kilowatt hours for 2021. It  
 9 works backwards from there. Is that fair?  
 10 Because that's where the estimates are  
 11 coming from?  
 12 MS. HUTCHENS:  
 13 A. That would be the latest estimate we have,  
 14 yes.  
 15 MR. O'BRIEN:  
 16 Q. Okay. And Hydro doesn't have their own  
 17 estimate that they're prepared –  
 18 MS. HUTCHENS:  
 19 A. No, we do not.  
 20 MR. O'BRIEN:  
 21 Q. - in terms of where rates are going to be.  
 22 MS. HUTCHENS:  
 23 A. No, we do not.  
 24 MR. O'BRIEN:  
 25 Q. Okay. And Hydro had no input in preparing

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1 that estimate?  
 2 MS. HUTCHENS:  
 3 A. I would say we provided our costs component  
 4 of it.  
 5 MR. O'BRIEN:  
 6 Q. Okay. So, if we looked up top there.  
 7 MS. HUTCHENS:  
 8 A. So, the grey line.  
 9 MR. O'BRIEN:  
 10 Q. Yeah, the grey line. That was provided by  
 11 Hydro?  
 12 MS. HUTCHENS:  
 13 A. It would have been provided by an employee  
 14 of Hydro, but it's largely a projection of  
 15 our O&M costs, projection of our O&M and  
 16 purchase power and those kinds of things.  
 17 MR. O'BRIEN:  
 18 Q. Largely a projection of O&M, so there's no  
 19 cost of service study kind of analysis into  
 20 it.  
 21 MS. HUTCHENS:  
 22 A. I think it's best to check with Mr. Fagan on  
 23 that one because I know he was—but yeah, I  
 24 think's, you know, at an overall rate level.  
 25 I think it's best to check with Mr. Fagan on

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1 that one because I know he was—but yeah, I  
 2 think's, you know, at an overall rate level.  
 3 MR. O'BRIEN:  
 4 Q. And Hydro, I presume, hasn't gone beneath  
 5 this figure to asses it as to whether it's –  
 6 MS. HUTCHENS:  
 7 A. No, no, we did not.  
 8 MR. O'BRIEN:  
 9 Q. And that particular figure doesn't include  
 10 any consideration of rate mitigation trough,  
 11 sort of, off island sales, does it?  
 12 MS. HUTCHENS:  
 13 A. I don't believe it includes any rate  
 14 mitigation.  
 15 MR. O'BRIEN:  
 16 Q. Okay. And in terms of off island sales,  
 17 Hydro doesn't have any projection from 2021  
 18 out as to how much that will be—how much  
 19 will be available there to mitigate rates?  
 20 MS. HUTCHENS:  
 21 A. No, we don't have our own projection.  
 22 MR. O'BRIEN:  
 23 Q. Did you seek any further information from  
 24 Nalcor in order to prepare this supplemental  
 25 evidence, any update on sort of where this

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1 figure is?  
 2 MS. HUTCHENS:  
 3 A. I think Mr. Fagan would be the one to  
 4 address that question to.  
 5 MR. O'BRIEN:  
 6 Q. The evidence provided here indicates there's  
 7 an average unit cost rate. And from what I  
 8 gather, it's based on the 1.2 percent  
 9 increase which is projected for 2019, that  
 10 the average unit cost rate is in the 12.4  
 11 cents per kilowatt hour range.  
 12 MS. HUTCHENS:  
 13 A. Yes, that's what it says in Table 12, that's  
 14 in Table 12.  
 15 MR. O'BRIEN:  
 16 Q. Table 12, sorry. And again that's presuming  
 17 Hydro's remaining test year proposals are  
 18 accepted by the Board.  
 19 MS. HUTCHENS:  
 20 A. Yes, yes.  
 21 MR. O'BRIEN:  
 22 Q. So, this was the baseline for analysis going  
 23 forward 12.4 to see, sort of, how we get to  
 24 the 22.9. What possible scenarios there are  
 25 to get from 12.4 to 22.89?

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1 MS. HUTCHENS:  
 2 A. I think it's to get to 18 cents, not 22.9.  
 3 MR. O'BRIEN:  
 4 Q. Sorry, you're right, yes, okay. And I just  
 5 wanted to review, just briefly, some of the  
 6 forecast revenue requirements post Muskrat  
 7 Falls. Did you have any involvement in  
 8 preparing that information?  
 9 MS. HUTCHENS:  
 10 A. Sorry, what information is that  
 11 specifically?  
 12 MR. O'BRIEN:  
 13 Q. The forecast revenue requires post Muskrat  
 14 Falls.  
 15 MS. HUTCHENS:  
 16 A. Where are they—can you point me to the  
 17 explicit –  
 18 MR. O'BRIEN:  
 19 Q. Page 15, I think, starts with the Muskrat  
 20 Falls Purchase Power Agreement, I guess.  
 21 So, there's some evidence in terms of how  
 22 revenue requirements are calculated and they  
 23 talk about base block capital costs under  
 24 the Muskrat Falls Purchase Power Agreement.  
 25 Can you expand on exactly what's included in

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1 those base block capital costs recovery  
 2 payments?  
 3 MS. HUTCHENS:  
 4 A. The base block capital I believe is the  
 5 capital associated with Muskrat Falls  
 6 corporate and it says in the paragraph  
 7 earlier, sorry, the page earlier. So, if we  
 8 go to page 15, I believe it gives a  
 9 description there of what's in the base  
 10 block and what isn't in it. So, if I could  
 11 just, starting at line 10.  
 12 MR. O'BRIEN:  
 13 Q. Sure, yes.  
 14 MS. HUTCHENS:  
 15 A. "The base block capital costs recover  
 16 payments from Muskrat Falls generation and  
 17 the LTA reflect an internal rate of return  
 18 approach derived price which escalates  
 19 annually of two percent. The required  
 20 payment amounts by year provided in Schedule  
 21 1 of the Muskrat Falls PPA and provide for  
 22 the recovery of the original cost of the  
 23 Muskrat Falls generation and the LTA. Base  
 24 block capital recovery payments do not  
 25 provide for the O&M or the investment

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1 required for sustaining capital". So, it's  
 2 the capital costs, not the operating costs.  
 3 MR. O'BRIEN:  
 4 Q. So, it's capital costs only. I do note one  
 5 of the footnotes there, Footnote 48  
 6 indicates there's an internal rate of return  
 7 of 8.4 percent as well.  
 8 MS. HUTCHENS:  
 9 A. Yes.  
 10 MR. O'BRIEN:  
 11 Q. Okay. So, that's an assumption based on a  
 12 similar rate of return that Hydro would  
 13 receive.  
 14 MS. HUTCHENS:  
 15 A. I don't know what underlay that assumption.  
 16 I understand that it was, you know, done at  
 17 the time of the execution or leading up to  
 18 the execution of the Muskrat Falls Purchase  
 19 Power Agreement but it would provide an  
 20 interest return or return to the investors.  
 21 MR. O'BRIEN:  
 22 Q. And these base block payments, the actual  
 23 payments are to be scheduled, is that right?  
 24 Or is it—because I've seen the agreement,  
 25 but I haven't seen the schedule and I

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1 understand there's a schedule to that as  
 2 they types of payments to be made. Are they  
 3 to be calculated as of first power and then  
 4 escalated at the rate of two percent? How  
 5 does that work?  
 6 MS. HUTCHENS:  
 7 A. They start with full power.  
 8 MR. O'BRIEN:  
 9 Q. Right.  
 10 MS. HUTCHENS:  
 11 A. So, the payments done kick in until full  
 12 power.  
 13 MR. O'BRIEN:  
 14 Q. Right.  
 15 MS. HUTCHENS:  
 16 A. And then payments are defined in an actual  
 17 schedule attached to the agreement. So, the  
 18 Muskrat Falls payments and they sort of  
 19 operate in tandem with TFA payments from LIL  
 20 as well. So, the Muskrat Falls payments  
 21 sort of escalate and the LIL payments de-  
 22 escalate to sort of, balance the cost of the  
 23 two, the components together over the life  
 24 of the project.  
 25 MR. O'BRIEN:

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1 Q. Okay, so in terms of the schedule itself,  
 2 not having seen it, will it just show how  
 3 they're calculate or will it actually show a  
 4 figure of here's what due this month, here's  
 5 what's due that month and I presume you  
 6 would—because I would presume you wouldn't  
 7 have that figure until you know the final  
 8 costs.  
 9 MS. HUTCHENS:  
 10 A. That's correct, yeah.  
 11 MR. O'BRIEN:  
 12 Q. So, it must be based on some sort of  
 13 calculations.  
 14 MS. HUTCHENS:  
 15 A. Yeah, I can't recall about the schedule,  
 16 it's been a while since I looked at it.  
 17 MR. O'BRIEN:  
 18 Q. Okay. And I know we don't have the  
 19 agreements—I guess we have the agreements on  
 20 the record for the jurisdiction application,  
 21 but the schedules aren't attached. Is there  
 22 any reason we can't get the schedule?  
 23 MR. YOUNG:  
 24 Q. I can look into that.  
 25 MR. O'BRIEN:

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1 Q. Can you check on that, just to see that, for  
 2 both the transmission funding agreement as  
 3 well, but I think both documents are on the  
 4 record in that application.  
 5 MS. GLYNN:  
 6 Q. We'll note that as an undertaking to look  
 7 into.  
 8 MR. YOUNG:  
 9 Q. We'll look into it, absolutely.  
 10 (10:45 a.m.)  
 11 MR. O'BRIEN:  
 12 Q. All right, thanks. Okay. Are LTA assets  
 13 covered in the Muskrat Falls Purchase Power  
 14 Agreement?  
 15 MS. HUTCHENS:  
 16 A. Yes, they are.  
 17 MR. O'BRIEN:  
 18 Q. So, they're covered in that one. In the O&M  
 19 you mentioned that O&M is not covered,  
 20 that's separate. And that's to be filled  
 21 monthly with a true up then after that.  
 22 MS. HUTCHENS:  
 23 A. The requirement to pay is covered by the  
 24 agreement, but it's not included in the Base  
 25 Block Capital Recovery payment.

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1 MR. O'BRIEN:  
 2 Q. Again, that particular agreement includes  
 3 the dispute resolution that we talked about  
 4 before in terms of those payments.  
 5 MS. HUTCHENS:  
 6 A. I believe so, yes, yeah.  
 7 MR. O'BRIEN:  
 8 Q. If we could turn to table 9 on page 16,  
 9 that's the forecast power purchase costs.  
 10 So, that's just for the energy, I take it?  
 11 MS. HUTCHENS:  
 12 A. You're best to confirm with Mr. Fagan to be  
 13 sure, but I would think that that included  
 14 the O&M as well.  
 15 MR. O'BRIEN:  
 16 Q. Yes, the O&M might be included in that as  
 17 well, okay.  
 18 MS. HUTCHENS:  
 19 A. Yes.  
 20 MR. O'BRIEN:  
 21 Q. I'm just trying to get a flavor as to how  
 22 they relate to the 22.89 cents a kilowatt  
 23 hour.  
 24 MS. HUTCHENS:  
 25 A. How these costs relate to the 22.89?

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1 MR. O'BRIEN:  
 2 Q. Yes.  
 3 MS. HUTCHENS:  
 4 A. Best to talk to Mr. Fagan.  
 5 MR. O'BRIEN:  
 6 Q. Okay. And the fact that I understand  
 7 September 2020 is where the total cost  
 8 estimates are provided from September of  
 9 2020, is that right?  
 10 MS. HUTCHENS:  
 11 A. I believe it's based on the first, the full  
 12 power day which is currently forecast to  
 13 September '20.  
 14 MR. O'BRIEN:  
 15 Q. Right, okay. And I'm just wondering if you  
 16 can answer this and maybe it's better for  
 17 Mr. Fagan. The 2020 figures that are in  
 18 there appear to be for a four-month period  
 19 if it's September and I'm wondering are they  
 20 pro-rated from, say, where 2021 is? It  
 21 seems to be a little bit higher.  
 22 MS. HUTCHENS:  
 23 A. Yes, best to confirm with Mr. Fagan how the  
 24 year was split, yes.  
 25 MR. O'BRIEN:

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1 Q. Okay. And the incremental increases, is  
 2 that based on a similar 2 percent escalation  
 3 that we see for capital costs, do you know?  
 4 MS. HUTCHENS:  
 5 A. I'm not 100 percent sure, so I wouldn't want  
 6 to –  
 7 MR. O'BRIEN:  
 8 Q. I'll ask Mr. Fagan.  
 9 MS. HUTCHENS:  
 10 A. Yeah, we can generate them.  
 11 MR. O'BRIEN:  
 12 Q. Is there any—in terms of when the September  
 13 20 date, do you have any updated information  
 14 in terms of whether or not that could be  
 15 delayed?  
 16 MS. HUTCHENS:  
 17 A. I have no information to indicate any change  
 18 in that date.  
 19 MR. O'BRIEN:  
 20 Q. Okay. And in terms of the Transmission  
 21 Funding Agreement, so the supplemental  
 22 evidence references recovery of costs  
 23 associated with the LIL facilities under the  
 24 Transmission Funding Agreement, is that  
 25 right?

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1 MS. HUTCHENS:  
 2 A. Yes.  
 3 MR. O'BRIEN:  
 4 Q. Okay. And the LIL facilities are owned by,  
 5 is it the LIL partnership?  
 6 MS. HUTCHENS:  
 7 A. Yes.  
 8 MR. O'BRIEN:  
 9 Q. And going forward they'll be operated by the  
 10 LIL operating company.  
 11 MS. HUTCHENS:  
 12 A. Correct.  
 13 MR. O'BRIEN:  
 14 Q. And so who owns—are those assets owned now  
 15 by the LIL partnership?  
 16 MS. HUTCHENS:  
 17 A. The LIL assets?  
 18 MR. O'BRIEN:  
 19 Q. Yes.  
 20 MS. HUTCHENS:  
 21 A. Yes, that's my understanding.  
 22 MR. O'BRIEN:  
 23 Q. Okay. So payments for operating costs, I  
 24 guess, going forward, once there's full  
 25 power, will those operating costs be paid to

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1 the operating company or to the –  
 2 MS. HUTCHENS:  
 3 A. I believe it's to the operating company.  
 4 MR. O'BRIEN:  
 5 Q. To the operating company. And will transfer  
 6 fund agreement payments collect capital cost  
 7 recoveries for the LIL as well?  
 8 MS. HUTCHENS:  
 9 A. Yes.  
 10 MR. O'BRIEN:  
 11 Q. Okay. So, operating costs would go to the  
 12 LIL company, operating company, but the  
 13 capital costs would go under the  
 14 Transmission Funding Agreement, or are they  
 15 all under that?  
 16 MS. HUTCHENS:  
 17 A. They're all under the Transmission Funding  
 18 Agreement.  
 19 MR. O'BRIEN:  
 20 Q. Any other costs covered under those?  
 21 MS. HUTCHENS:  
 22 A. I think it's –  
 23 MR. O'BRIEN:  
 24 Q. Capital operating.  
 25 MS. HUTCHENS:

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1 A. It's operating capital depreciation  
 2 interest.  
 3 MR. O'BRIEN:  
 4 Q. Similar to Muskrat Falls.  
 5 MS. HUTCHENS:  
 6 A. Yeah.  
 7 MR. O'BRIEN:  
 8 Q. If we can go to table 10, page 7. It's a  
 9 forecast power purchase costs for the LIL.  
 10 Again, is this energy or does it include O&M  
 11 do you know?  
 12 MS. HUTCHENS:  
 13 A. Again, best to confirm with Mr. Fagan, but I  
 14 believe it includes everything.  
 15 MR. O'BRIEN:  
 16 Q. Table 11, page 19. So, it's estimated  
 17 Island interconnected revenue requirement  
 18 impact. And so there total costs included  
 19 in that first line. So, are you able to say  
 20 whether those total costs include all  
 21 capital, all O&M, is that the total payment,  
 22 like starting 2021 of 808? Is that –  
 23 MS. HUTCHENS:  
 24 A. By virtue of the fact that it's revenue  
 25 requirement, yes, I would think it does.

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1 MR. O'BRIEN:  
 2 Q. Yes, right. So, that particular figure, are  
 3 you able to say whether or not how much of  
 4 that is related to cost overruns in  
 5 comparison to say, the 2012 estimate on  
 6 sanction?  
 7 MS. HUTCHENS:  
 8 A. No, I can't.  
 9 MR. O'BRIEN:  
 10 Q. Will anyone be able to talk about that?  
 11 MS. HUTCHENS:  
 12 A. I'm not sure if we have the information to  
 13 compare the two. That's why I'm hesitating.  
 14 MR. O'BRIEN:  
 15 Q. Okay.  
 16 MS. HUTCHENS:  
 17 A. So, I'm not sure, not sure of the history,  
 18 right.  
 19 MR. O'BRIEN:  
 20 Q. In your opinion, is it fair for customers to  
 21 be responsible for paying costs overruns?  
 22 MS. HUTCHENS:  
 23 A. I believe the Order-in-Council requires that  
 24 all of the costs associated with Muskrat  
 25 Falls assets are good to be recovered in

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1 rates.

2 MR. O'BRIEN:

3 Q. In column 2 there, the forecast gigawatt

4 hours, how does that compare to the forecast

5 at the time of sanctioning, do you know?

6 MS. HUTCHENS:

7 A. No, I do not.

8 MR. O'BRIEN:

9 Q. Okay. Column 3, the average unit cost. We

10 saw back in IC-NLH-122 the current domestic

11 rates were listed at 11.8 cents a kilowatt

12 hour, 11.7, down at the bottom, current

13 domestic 11.7. If we go back to—and that

14 was as of 20—sorry, if we can go back to IC-

15 122. 11.8, so that's as of 2021. I'm

16 wondering if you can comment on, if we go

17 back to that table, and that's at table 11,

18 why the 2021 estimate is 11.8 per average

19 unit cost.

20 MS. HUTCHENS:

21 A. The difference between the two?

22 MR. O'BRIEN:

23 Q. Yeah.

24 MS. HUTCHENS:

25 A. Again, you should probably confirm this with

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1 Mr. Fagan, but I believe what we're seeing

2 here is the difference between wholesale and

3 a customer level rate.

4 MR. O'BRIEN:

5 Q. Well, if we go back to IC-122 just to be

6 fair on that, it says current wholesale and

7 domestic rates are 7.5 and 11.7. I would

8 read that to have the domestic rate at 11.7.

9 MS. HUTCHENS:

10 A. Yes, that would be the current rate.

11 MR. O'BRIEN:

12 Q. Right.

13 MS. HUTCHENS:

14 A. But I'm thinking the table in the

15 supplementary evidence is the wholesale

16 rate.

17 MR. O'BRIEN:

18 Q. If we go back to the table—yeah, okay. So,

19 that's what your understanding is, is that's

20 the wholesale rate.

21 MS. HUTCHENS:

22 A. Confirm that with Mr. Fagan to be sure.

23 MR. O'BRIEN:

24 Q. Okay, I'll do that. And in the estimated

25 unit cost of savings from Holyrood, I read

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1 through the evidence that that's an estimate

2 based on, from what I can gather anyways,

3 it's based on a reduction in O&M costs and

4 some other fuel savings.

5 MS. HUTCHENS:

6 A. That's what I would expect it to be, yes,

7 but again, confirm with Mr. Fagan.

8 MR. O'BRIEN:

9 Q. Okay. There's a forecast operated cost, I

10 think, related to Holyrood beyond 2021, but

11 I'm better off discussing that with Mr.

12 Fagan?

13 MS. HUTCHENS:

14 A. Yes, just to be sure.

15 MR. O'BRIEN:

16 Q. Okay. If we go back to page 14 of that

17 document, lines 12 to 17. I just wanted to

18 speak briefly with you about this.

19 "Government has indicated the rate

20 mitigation will occur to reduce the customer

21 rate impacts. However, no defined plan has

22 been released to inform customers on either

23 the projected cost of electricity or the

24 pace at which electricity rates will

25 increase. Government has stated that it

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1 wants to be competitive with Atlantic Canada

2 rates which it targets to be between 16 and

3 18 cents per kilowatt hour. Therefore, for

4 illustrative purposes, Hydro is assuming is

5 government will provide rate mitigation

6 relief for residential rates beyond 18 cents

7 a kilowatt hour". And I was wondering

8 whether or not there had been any recent

9 discussions with government regarding this

10 potential plan?

11 MS. HUTCHENS:

12 A. There is a rate mitigation committee that

13 has been struck that is being led by

14 government. I'm not involved in that

15 committee. Mr. Haynes is our representative

16 on that committee. So, as whether there is

17 any conclusion in what the committee, you

18 know, the details, I have not been close to

19 it. And you know, it is government policy

20 decision and so I'm not aware that the

21 government has made any kind of firm

22 announcements or anything like that.

23 MR. O'BRIEN:

24 Q. So, you haven't been involved in the

25 discussions nor have you been told whether



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1 or not government's rate mitigation plan is  
 2 being formed or when it may come down or if  
 3 it's coming down? You're not -  
 4 MS. HUTCHENS:  
 5 A. I'm not sure of the status of it, no.  
 6 MR. O'BRIEN:  
 7 Q. There's a footnote there in terms of the—  
 8 footnote 46 and there's some references to a  
 9 couple of news articles there as well. Do  
 10 you have any confirmation of that 18 cent  
 11 target directly from a government source?  
 12 MS. HUTCHENS:  
 13 A. To my knowledge, we don't have any written  
 14 confirmation of that because I think that'  
 15 implicit in the, you know, rate mitigation  
 16 plan with government. You know, whether  
 17 it's what you consider to be a government  
 18 source, you know, the articles that you're  
 19 referring to there were circumstances where,  
 20 I believe the Minister of Natural Resources  
 21 and the Premier were both speaking. So,  
 22 where that sits in terms of confirmation,  
 23 you know, I think is a question of  
 24 interpretation.  
 25 MR. O'BRIEN:

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1 Q. Okay. And I guess my point is more that,  
 2 have you had discussions, "well 18 cents,  
 3 that's where we're going. The only question  
 4 is how we get there, but we'll get there".  
 5 MS. HUTCHENS:  
 6 A. I haven't been close enough to the  
 7 discussions to know.  
 8 MR. O'BRIEN:  
 9 Q. Okay. So, if one of the scenarios that are  
 10 put forth here in the rate mitigation  
 11 evidence, let's say government does decide  
 12 to target a lower number of 15 cents or 16  
 13 cents, would these scenarios potentially  
 14 over collect from customers, if you were  
 15 focussed on 18 cent?  
 16 MS. HUTCHENS:  
 17 A. No, I think it's -  
 18 MR. O'BRIEN:  
 19 Q. I know the revenue—I know it would be an  
 20 under collection from Hydro and Hydro would  
 21 have -  
 22 MS. HUTCHENS:  
 23 A. You know, anything in the—I assume you mean  
 24 there that there would be rate rider put in  
 25 place in that, implicit in your question.

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1 MR. O'BRIEN:  
 2 Q. Yes, so if there's a rate rider to collect  
 3 up to 18 cents and government comes back  
 4 with a plan, well, really we want to hold it  
 5 to 15 or 16. Then I presume the rate rider  
 6 would have some backstop.  
 7 MS. HUTCHENS:  
 8 A. Yes, I think the rate rider would go into an  
 9 account -  
 10 MR. O'BRIEN:  
 11 Q. Yeah, okay.  
 12 MS. HUTCHENS:  
 13 A. - to be utilized, you know, not by Hydro,  
 14 but to be used to, you know, return to  
 15 customers or mitigate other aspects of rate  
 16 changes or whatever. But I would think that  
 17 we would, you know, there's a deferral  
 18 account implicit in that.  
 19 MR. O'BRIEN:  
 20 Q. You can cover that off with the definition  
 21 of a deferral account.  
 22 MS. HUTCHENS:  
 23 A. Yes, absolutely, absolutely.  
 24 MR. O'BRIEN:  
 25 Q. And so you believe—oh, we're at 11.

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1 CHAIR:  
 2 Q. I guess you just don't need a minute to  
 3 finish.  
 4 MR. O'BRIEN:  
 5 Q. No. Thanks.  
 6 (BREAK – 11:00 a.m.)  
 7 (RESUME 11:35 A.M.)  
 8 CHAIR:  
 9 Q. Back to you, Mr. O'Brien.  
 10 MR. O'BRIEN:  
 11 Q. Thank you, Madam Chair. Ms. Hutchens, just  
 12 as we left before the break, we were talking  
 13 about what plan may be in the works in terms  
 14 of the mitigation plan with government. I  
 15 just wanted to ask you one more question on  
 16 that. I wanted to get your viewpoints on  
 17 whether or not you think it would be, this  
 18 type of mitigation plan, would that be  
 19 information that you'd expect the Board  
 20 would want to see before considering whether  
 21 mitigation in terms of a rate rider is  
 22 necessary and sort of, how much would  
 23 government's plan be necessary information  
 24 for that, the Board to reach a conclusion?  
 25 MS. HUTCHENS:

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1 A. You know, that's a question that the Board  
 2 will obviously have to ask as well in  
 3 deliberating.  
 4 MR. O'BRIEN:  
 5 Q. Yes.  
 6 MS. HUTCHENS:  
 7 A. But I do think that it is clear that there  
 8 are rate increase coming, that are  
 9 significant for customers and to the extent  
 10 that a rate rider can aid the rate smoothing  
 11 process, you know, I don't know the details,  
 12 specific details of a plan would necessarily  
 13 be necessary to, you know, take us, at  
 14 least, part of the way there. And you know,  
 15 you don't always have all of the information  
 16 that you need to make decisions or that you  
 17 may want to make decisions. But you know,  
 18 in terms of the rate smoothing effect, if  
 19 that is something that the Board believes  
 20 has some value, then you know, I don't know  
 21 that the details of a rate mitigation plan  
 22 would necessarily be necessary. You know, I  
 23 think the government has been, you know,  
 24 talking about order of magnitude and so I  
 25 think that's informative in terms of the

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1 decision making. But you know, it's  
 2 obviously a decision that the Board will  
 3 have to consider, you know, what level of  
 4 detail, of information is required for rate  
 5 mitigation that may occur, you know, 2 1/2  
 6 years hence from now or 2 years hence from  
 7 now.  
 8 MR. O'BRIEN:  
 9 Q. So, in your opinion, you think the Board can  
 10 come to a conclusion on whether rate rider  
 11 is necessary is the absence of knowing what  
 12 government's plan might be for mitigation.  
 13 MS. HUTCHENS:  
 14 A. I don't think a detailed plan, you know, now  
 15 this is very personal, you know.  
 16 MR. O'BRIEN:  
 17 Q. I—yes.  
 18 MS. HUTCHENS:  
 19 A. And I don't know that a detailed plan is  
 20 necessary, but I mean, certainly indications  
 21 are, but I think the indications are there  
 22 and the costs, you know, the cost estimates  
 23 are there and the forecasts are there. And  
 24 you know, it is an issue that's coming at us  
 25 and the sooner we can, you know, move

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1 towards it, I think, is, from a rate  
 2 smoothing perspective, if you buy into that,  
 3 the rate smoothing philosophy, that the  
 4 sooner you move towards it, the more you can  
 5 do about it.  
 6 MR. O'BRIEN:  
 7 Q. I'd just like to move to one final topic,  
 8 Ms. Hutchens. I just wanted to ask you some  
 9 questions about the debt guarantee fee, if  
 10 you could. Can we bring up the Grant  
 11 Thornton report from December 2017, on page  
 12 13? So, that's just a review and I just  
 13 have the table there with the debt guarantee  
 14 fee there that Grant Thornton has outlined  
 15 for the test years. And I understand that  
 16 there is certain portion of the initial  
 17 filing which has since been settled dealing  
 18 with the debt guarantee fee itself. But  
 19 what I wanted to ask you is really in  
 20 relation to, sort of, whether or not this is  
 21 actually a debt guarantee fee that is  
 22 actually being proposed? I gather that as  
 23 opposed to Hydro borrowing, not government  
 24 has been borrowing on behalf of Hydro. Is  
 25 that what's happening now?

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1 MS. HUTCHENS:  
 2 A. Yes, we have changed the way we do our  
 3 borrowings. And we did that with a view to  
 4 reducing the cost of borrowings for  
 5 customers.  
 6 MR. O'BRIEN:  
 7 Q. And in terms of—so, in the past, I guess,  
 8 historically, the Hydro Corporation Act,  
 9 there was an issue in the last rate hearing  
 10 as to whether or not there was a legal  
 11 entitlement to recover based on some repeal  
 12 of the act before, but it was focussed on  
 13 debt guarantee fee as well. I'm not going  
 14 to get into the past ruling here, but right  
 15 now, would you characterize what's being  
 16 proposed to be recovered as an actual debt  
 17 guarantee?  
 18 MS. HUTCHENS:  
 19 A. It is the terminology that we've been using  
 20 with the province.  
 21 MR. O'BRIEN:  
 22 Q. Right.  
 23 MS. HUTCHENS:  
 24 A. You know, I believe there's a debate as to  
 25 whether it's a guarantee, where we are

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1 borrowing directly from them.

2 MR. O'BRIEN:

3 Q. Yes.

4 MS. HUTCHENS:

5 A. But what I will say though is the fee from

6 the province stems directly—whether you call

7 it a guarantee fee or another name to it.

8 It stems from the fact that we are borrowing

9 using the province's credit rating. And

10 that is the sort of, underlying tenant of a

11 debt guarantee fee. And because we are

12 borrowing from a province, sorry because we

13 are using the province's credit, that's what

14 the debt guarantee fee attaches to. You

15 know, I believe that the Board in the

16 previous hearing did accept the value of the

17 debt guarantee fee.

18 MR. O'BRIEN:

19 Q. Um-hm.

20 MS. HUTCHENS:

21 A. It does reduce borrowing rates relative to

22 what we could get on our own. And I don't

23 think the form of the use, or I don't think

24 the substance of the use of the province's

25 credit has changed. What's changed has been

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1 the form.

2 MR. O'BRIEN:

3 Q. Okay. And I'm not trying to debate with you

4 in terms of whether or not there's savings

5 because I think that that's clear. There's

6 some savings in that approach.

7 MS. HUTCHENS:

8 A. Yes, absolutely, we wouldn't have done it

9 otherwise.

10 MR. O'BRIEN:

11 Q. Yes, I understand that and I guess I'm more

12 or less concerned about what we call it and

13 is it really a--is Hydro receiving a loan

14 from government versus Hydro receiving a

15 loan elsewhere and government guaranteeing

16 it. Is that what is happening?

17 MS. HUTCHENS:

18 A. Yes. The analogy I could use if you're kid

19 wants to buy a car –

20 MR. O'BRIEN:

21 Q. Yeah, yes.

22 MS. HUTCHENS:

23 A. Which mine does right now, but that's

24 another story. But if your kid wants to buy

25 a car, you can take out a loan and require

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1 the child to pay you or you can have the

2 child go out and buy the car, sign a loan

3 agreement and co-sign it.

4 MR. O'BRIEN:

5 Q. And you guarantee it.

6 MS. HUTCHENS:

7 A. Co-sign it. Either way, it affects my

8 credit because it eats into my available

9 credit. So, that's the analogy that I kind

10 of link it to. You know, the borrowing—the

11 Minister of Finance was provided the

12 authority to set the terms and conditions of

13 the borrowing. And the fee was one of the

14 conditions that was set.

15 MR. O'BRIEN:

16 Q. Okay. And is that sort of, is that in an OC

17 or is it in an agreement between Hydro and

18 the Minister that we can see, sort of, where

19 that fee is set. The fee is set by virtue

20 of the OC that approved the—sorry, the

21 Minister's authority to set the terms and

22 conditions as set by the OC. And then we

23 received a communication from the province

24 that indicated that yes, the fee was

25 something they were going to charge.

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1 MR. O'BRIEN:

2 Q. So, this is a fee that's being charged with

3 is equal to whatever interest government is

4 paying, is that –

5 MS. HUTCHENS:

6 A. No, no.

7 MR. O'BRIEN:

8 Q. I'm trying to, sort of, connect the two into

9 one.

10 MS. HUTCHENS:

11 A. So, what's happening with the debt is

12 essentially government is borrowing and

13 we've done a back to back agreement with

14 them. So, we basically just, it's flowed

15 directly through. So, we pay them the

16 interest, they pay the interest to the

17 lender.

18 MR. O'BRIEN:

19 Q. Okay, so you pay –

20 MS. HUTCHENS:

21 A. Regardless of—well, we pay it to the

22 province and then they pay the lender, but

23 there's no, sort of, mark up, implicit in

24 that arrangement. There's no fee or

25 anything like that. The province is flowing

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1 through their exact cost of borrowings to us  
 2 without any additional pieces. So, the debt  
 3 guarantee fee is the only additional piece.  
 4 MR. O'BRIEN:  
 5 Q. So, it's a fee, it's not technically a debt  
 6 guarantee fee in that government has not  
 7 guaranteed your debt. Government has  
 8 actually incurred the debt, but then charged  
 9 you a fee for incurring the debt.  
 10 MS. HUTCHENS:  
 11 A. For the use of the credit, I would suggest,  
 12 which is no different than what the debt  
 13 guarantee fee was originally. So, it's a  
 14 bit of a substance versus form thing and I  
 15 appreciate there's some legalities in there  
 16 that are being raised, but -  
 17 MR. O'BRIEN:  
 18 Q. Is there any underlying agreement that we  
 19 could see that shows how that is calculated?  
 20 MS. HUTCHENS:  
 21 A. There's a letter that just indicates the  
 22 amount, yeah.  
 23 MR. O'BRIEN:  
 24 Q. Can you undertake to provide that?  
 25 MS. HUTCHENS:

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1 A. And the amount is—I believe it just refers  
 2 back to the prior OC because the debt  
 3 guarantee fee or the fee that we're paying  
 4 on the new debt and it's just on the new  
 5 series. It's not on the old series, nothing  
 6 has changed with the old series.  
 7 MR. O'BRIEN:  
 8 Q. No, I understood that, yeah.  
 9 MS. HUTCHENS:  
 10 A. But there is – the calculation is in line  
 11 with the OC that define the calculations on  
 12 the existing series of debt as well, so 25  
 13 basis points on anything less than in ten  
 14 years and 50 even more.  
 15 MR. O'BRIEN:  
 16 Q. And is that letter on the record, do you  
 17 know?  
 18 MS. HUTCHENS:  
 19 A. I don't believe it is.  
 20 MR. O'BRIEN:  
 21 Q. Can you undertake to put the letter on the  
 22 record?  
 23 MS. HUTCHENS:  
 24 A. Yes, I can.  
 25 MR. O'BRIEN:

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1 Q. Okay.  
 2 MS. GLYNN:  
 3 Q. Noted on the record.  
 4 (11:46 a.m.)  
 5 MR. O'BRIEN:  
 6 Q. I have no further questions for this  
 7 particular witness.  
 8 CHAIR:  
 9 Q. Thank you, Mr. O'Brien. We'll go to the  
 10 Consumer Advocate, Mr. Browne.  
 11 BROWNE, Q.C.:  
 12 Q. Thank you. Thank you, Mr. O'Brien, and it's  
 13 good to get the experience of  
 14 Newfoundland Power and their history of  
 15 experience in these hearings. They've  
 16 assisted in no small measure. Good morning,  
 17 Ms. Hutchens.  
 18 MS. HUTCHENS:  
 19 A. Good morning.  
 20 BROWNE, Q.C.:  
 21 Q. Now, Newfoundland Power saw fit to intervene  
 22 in this hearing and we're all grateful they  
 23 did. Newfoundland Power has a hearing  
 24 coming up. Is Hydro going to intervene in  
 25 their hearing?

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1 MS. HUTCHENS:  
 2 A. I believe we have indicated that we are not  
 3 going to intervene into their hearing.  
 4 BROWNE, Q.C.:  
 5 Q. Why would you not intervene in Newfoundland  
 6 Power's hearing?  
 7 MS. HUTCHENS:  
 8 A. I think it's a position we've, you know,  
 9 taken for a good number of years in that we  
 10 are not a customer of Newfoundland Power nor  
 11 do we – you know, we are a supplier to  
 12 Newfoundland Power as opposed to a customer  
 13 of Newfoundland Power and that's, I think, a  
 14 practice that we've had sort of  
 15 longstanding.  
 16 BROWNE, Q.C.:  
 17 Q. Is it because also that you're entitled to  
 18 the rate of return that this Board would  
 19 award Newfoundland Power in any case?  
 20 MS. HUTCHENS:  
 21 A. Absolutely not, no. No, I don't believe  
 22 that that would enter into our decision  
 23 making.  
 24 BROWNE, Q.C.:  
 25 Q. So, you don't have a vested interest in not

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1 intervening and not providing the scrutiny  
 2 which Hydro could provide to their  
 3 application the way they have in reference  
 4 to yours?  
 5 MS. HUTCHENS:  
 6 A. I can tell you that the return on equity did  
 7 not enter – you know, I don’t believe it  
 8 entered into the decision making at all.  
 9 It’s been a, you know, a practice. There’s  
 10 – that we have not intervened.  
 11 BROWNE, Q.C.:  
 12 Q. But you will acknowledge that you would get  
 13 the benefit of Newfoundland Power’s  
 14 application if the Board sees fit to grant  
 15 an increase in their return?  
 16 MS. HUTCHENS:  
 17 A. Whatever return on equity Newfoundland Power  
 18 has would, under the Power Policy of the  
 19 province, turn into – utilized then as for  
 20 ours as well, so, yes, but it does both  
 21 ways. It could go down too.  
 22 BROWNE, Q.C.:  
 23 Q. Now, the Supplemental Evidence that was  
 24 filed in July 20, 2018, a lot of it is the  
 25 result of a settlement agreement. Is that

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1 not true?  
 2 MS. HUTCHENS:  
 3 A. Yes, I believe so.  
 4 BROWNE, Q.C.:  
 5 Q. And in the result, Hydro does not need any  
 6 increase in rates for 2018. Is that  
 7 correct?  
 8 MS. HUTCHENS:  
 9 A. Correct.  
 10 BROWNE, Q.C.:  
 11 Q. But Hydro has gotten an interim increase in  
 12 rates as awarded by this Board based on  
 13 Hydro’s application for rate relief at the  
 14 time. What is Hydro’s plan in reference to  
 15 dealing with that increase to which they are  
 16 now no longer entitled?  
 17 MS. HUTCHENS:  
 18 A. I believe in the Supplemental Evidence we  
 19 did indicate in there that any – if I can  
 20 take you there? So, I think probably at the  
 21 top of page 12 of that evidence, Ms. Massie.  
 22 The table here shows the 2018 projected  
 23 excess revenue of 21 million dollars being  
 24 incorporated into a – to reduce a monthly  
 25 charge to Newfoundland Power in this table’s

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1 particular case, and so that would get  
 2 reflected through and it would be returned  
 3 to customers over the 20-month period  
 4 through that monthly charge.  
 5 BROWNE, Q.C.:  
 6 Q. Can you expand upon that? How would  
 7 customers realize it in their bill?  
 8 MS. HUTCHENS:  
 9 A. I think on the flow through of the rates to  
 10 Newfoundland Power’s rates. You know, at  
 11 the end of any particular rate application  
 12 procedure or any particular rate change, the  
 13 rates that Newfoundland Power has or the –  
 14 sorry, our revenue requirement goes in then  
 15 to a process to adjust Newfoundland Power’s  
 16 rates to reflect whatever the outcomes of  
 17 our general rate applications are or any  
 18 rate change. So, it would get reflected  
 19 through in the flow through, I’ll call it,  
 20 of the outcomes of the rate application as  
 21 being moved to Newfoundland Power’s rates to  
 22 their customers. Does that make sense?  
 23 BROWNE, Q.C.:  
 24 Q. So, customers won’t see an immediate  
 25 decrease or a return to the rates prior to

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1 your interim application in the next billing  
 2 period or the billing period to follow?  
 3 MS. HUTCHENS:  
 4 A. I would think they would start to see -- the  
 5 return of those funds would occur beginning  
 6 with whenever the rate change that comes out  
 7 of this hearing occurs. So, it would be  
 8 concurrent, which under this application  
 9 would be January 1st, 2019, the assumptions  
 10 that are here.  
 11 BROWNE, Q.C.:  
 12 Q. So, customers will have to wait until  
 13 January 2019 to get any recovery from the  
 14 interim rates the Board imposed based on  
 15 your application for relief? Is that the  
 16 synopsis?  
 17 MS. HUTCHENS:  
 18 A. If you look at the excess revenue in  
 19 isolation, but I believe what also – you  
 20 know, there’s a deferred supply cost here as  
 21 well that is also being amortized over the  
 22 20-month period and that’s the column A on  
 23 this table here, the 60 million dollars, and  
 24 you know, there’s discussion around what  
 25 that number is and I believe the settlement

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1 agreement indicated that the deferred supply  
 2 cost would be -- whatever was approved by  
 3 the Board would be recovered over a 20-month  
 4 period. So, it would go to reduce that cost  
 5 as well. So, it's a bit of a -- you know,  
 6 which -- you know, so there's multiple pieces  
 7 of any rate change and any rate application,  
 8 so you know, it wouldn't necessarily result  
 9 in a -- it's going to be returned to  
 10 customers, but it's being returned against a  
 11 cost that they would otherwise be paying as  
 12 well. So, it's -- you know, there's a  
 13 netting process that goes on there.  
 14 BROWNE, Q.C.:  
 15 Q. Is it fair to say that Hydro jumped the gun  
 16 by seeking an interim rate increase in any  
 17 case?  
 18 MS. HUTCHENS:  
 19 A. No, I don't believe so. You know, that  
 20 application was filed before the settlement  
 21 agreement was -- the second settlement  
 22 agreement was finalized and, you know, so I  
 23 don't think there was any jumping of the gun  
 24 and the rate change, you know, was -- there  
 25 was efficiency in it as well, in terms of

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1 doing it with January 1st as well. I mean,  
 2 obviously, would not meet the amount, but  
 3 when you're doing RSP changes, it's a very  
 4 convenient time and efficient time to make  
 5 those changes as well.  
 6 BROWNE, Q.C.:  
 7 Q. Now, Mr. O'Brien in his evidence asked you  
 8 in reference to the deferral account  
 9 scenario and the deferral account scenario  
 10 which was a foundation of your application  
 11 prior to the settlement agreement. The  
 12 deferral account scenario is now dead. Is  
 13 that correct?  
 14 MS. HUTCHENS:  
 15 A. Yes, that's correct, the Off-Island Purchase  
 16 Power Deferral Account, yes.  
 17 BROWNE, Q.C.:  
 18 Q. Okay. And in reference to the deferral  
 19 account and the way the deferral account was  
 20 reckoned into the jurisdictional application  
 21 as to whether or not the Board had  
 22 jurisdiction under the Order in Council to  
 23 deal with certain matters, I just want to  
 24 approach that for a moment.  
 25 In your application, the supplementary

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1 application, if you can go to page 1,  
 2 footnote 2? And if you see page 1, footnote  
 3 2, you'll see Muskrat Falls Project refers  
 4 to the Labrador Island Link, the LIL, the  
 5 Labrador Transmission Assets and the Muskrat  
 6 Falls generating station. And if we can --  
 7 and we can all agree on that. That's what  
 8 the Muskrat Falls Project refers to. And it  
 9 would be consistent with the Order in  
 10 Council, Order in Council OC2013-343 -- I  
 11 forget -- I don't know if you can bring that  
 12 up there, just based on the Order on  
 13 Council. Are you able to find it there,  
 14 just based on the Order in Council number,  
 15 or do you need a reference number?  
 16 Okay, we're getting it there. Okay,  
 17 great. The Order in Council database will  
 18 show us there 2013-343. And we have here  
 19 the text of an Order in Council passed under  
 20 Section 5.1 of the Electrical Power Control  
 21 Act, "the Lieutenant Governor in Council is  
 22 pleased to direct the Board of Commissioners  
 23 of Public Utilities to adopt a policy that"  
 24 -- and it says underneath it "Muskrat Falls  
 25 projected extension order applies to a LIL

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1 party, a system operator, the Muskrat Falls  
 2 Corporation" and if we go to item three in  
 3 that, it will say "notwithstanding Sections  
 4 1 and 2, no amounts paid by Newfoundland and  
 5 Labrador Hydro respecting -- described in  
 6 these sections shall be included as cost  
 7 expenses or allowances in Newfoundland and  
 8 Labrador Hydro's cost of service calculation  
 9 or in any rate application or rate setting  
 10 process and no such cost expenses or  
 11 allowances shall be recovered by  
 12 Newfoundland and Labrador Hydro in rates"  
 13 and then it says "a" and then it says "b. in  
 14 any event, in respect of each of Muskrat  
 15 Falls, the LTA or the LIL, on such time as  
 16 the project is commissioned or nearing  
 17 commission and Newfoundland and Labrador  
 18 Hydro is receiving services from such  
 19 project".  
 20 Why does Hydro find difficulty with  
 21 that Order in Council?  
 22 MS. HUTCHENS:  
 23 A. I don't know that we find difficulty with  
 24 the Order in Council. I think you may be  
 25 getting at the aspect of the recoverability

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1 of the LIL and the LTA costs there and, you  
 2 know, appreciate that there is a legal  
 3 argument around this as well. But, you  
 4 know, when you go to that item B, it's in  
 5 respect of each of the Muskrat Falls, LIL or  
 6 LTA and you know, our view is that we will  
 7 be using the LIL or the LTA and those  
 8 projects will be, in LIL's case,  
 9 commissioned and in LTA's case – sorry, in  
 10 LTA's case commissioned and in LIL's case  
 11 partially commissioned or commissioned up to  
 12 the maximum power transfer rate and we will  
 13 be receiving services from that project, the  
 14 LIL project and the LTA project. So, that I  
 15 think is the basis upon which we have  
 16 proposed to include the LIL and the LTA  
 17 operating costs in the application and all  
 18 the various supplementals that have come  
 19 along as well.  
 20 BROWNE, Q.C.:  
 21 Q. But you would agree with me, when this Order  
 22 in Council, dated November 29th, 2013, was  
 23 formulated, the intent was that the Muskrat  
 24 Falls generating station and the LIL and the  
 25 LTA would all be finished at the same time?

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1 Isn't that not correct?  
 2 MS. HUTCHENS:  
 3 A. I believe that was the circumstance at the  
 4 time, yes. I wasn't around it, but yes,  
 5 that's my understanding.  
 6 BROWNE, Q.C.:  
 7 Q. Now, in reference to this Order in Council,  
 8 has Hydro made any representation to the  
 9 Provincial Government of which you are aware  
 10 to change this Order in Council?  
 11 (12:00 a.m.)  
 12 MS. HUTCHENS:  
 13 A. No, I don't believe we proposed a change to  
 14 the Order in Council.  
 15 BROWNE, Q.C.:  
 16 Q. To the best of your knowledge?  
 17 MS. HUTCHENS:  
 18 A. Yeah, no.  
 19 BROWNE, Q.C.:  
 20 Q. Now, Hydro, in their response to our  
 21 application requesting clarification of the  
 22 jurisdiction of the Board in reference to  
 23 these Orders in Council, and if we can go to  
 24 that, on April 30, 2018, Hydro filed a reply  
 25 to our application and if we look at page

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1 three of Hydro's response, the overview, it  
 2 says "it is Hydro's position that the Board  
 3 is authorized to approve the off-island  
 4 purchases deferral account. The deferral  
 5 account scenario does not propose inclusion  
 6 of Muskrat Falls Project related costs,  
 7 which costs are exempt from the requirement  
 8 of Board approval pursuant to OC2013-342 in  
 9 the cost of service. Nor does Hydro seek  
 10 recovery of such costs in 2013 and 2019, the  
 11 timing of which recovery is directed by  
 12 OC2013-343." Is that still your position?  
 13 MR. YOUNG:  
 14 Q. Madam Chair, we're into a matter of legal  
 15 argument here and I can assure the Board  
 16 there's going to be lots of opportunity for  
 17 legal argument on this point. I don't know  
 18 if there's any value in having the Vice-  
 19 President of Finance opine on these matters  
 20 here, although I'm – I would agree with Mr.  
 21 Browne, and I think it's implicit in this  
 22 question, this is an important matter. It's  
 23 just not the proper way to bring this  
 24 information to the Board.  
 25 BROWNE, Q.C.:

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1 Q. I'm not asking for a legal opinion. I'm  
 2 asking what Hydro's position is. We have a  
 3 witness who is vice-president of Hydro who  
 4 should recognize what their position is now  
 5 that the deferral account scenario is no  
 6 longer in play. Is their position still as  
 7 stated in Hydro's response to our  
 8 jurisdictional application challenging the  
 9 jurisdiction of the Board to deal with  
 10 matters that are not within their purview,  
 11 according to the Orders in Council?  
 12 MR. YOUNG:  
 13 Q. And Madam Chair, if I could just add, I  
 14 mean, Mr. Browne's question drips with legal  
 15 analysis. I don't think it's fair to ask  
 16 with respect to a deferral account proposed  
 17 that is no longer before the Board what our  
 18 legal basis for it was. It's better for  
 19 that to be dealt with by lawyers and the  
 20 implications of it having been in that reply  
 21 document are also better dealt with by  
 22 lawyers.  
 23 BROWNE, Q.C.:  
 24 Q. I will defer to Hydro in that regard with  
 25 their undertaking to assure that the issue

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1 will be raised at some future time before  
 2 the conclusion of this hearing.  
 3 MR. YOUNG:  
 4 Q. If Mr. Browne refers to final submissions  
 5 and argument, absolutely.  
 6 CHAIR:  
 7 Q. Is that satisfactory, Mr. Browne?  
 8 BROWNE, Q.C.:  
 9 Q. Yes. I think our position on it is well  
 10 stated, but I'm surprised that Hydro, given  
 11 what they've stated, won't agree. There's  
 12 just one position in reference to these  
 13 Orders in Council.  
 14 If I can take you to page 19 of the  
 15 supplement – no, it's not page 19. Page 14  
 16 I do believe. Now, page 14 of the  
 17 Supplemental Evidence. And on line 312 in  
 18 your Supplemental Evidence, you write that  
 19 "Government has indicated that rate  
 20 mitigation will occur to reduce the customer  
 21 rate impacts" and then as authority for  
 22 that, you quote two newspaper – one CBC news  
 23 story and another Telegram article. And the  
 24 Telegram article refers to "rates can't go  
 25 much above" – if you look at 46 footnote

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1 there – "can't go much above 17 cents per  
 2 kilowatt hour Ball says" and there were  
 3 other – there's other information there as  
 4 well saying that rates can go between 16 and  
 5 18 cents.  
 6 Why do you target rates at 18 cents  
 7 when there's evidence contrary to say that  
 8 that's not where they could go? It could go  
 9 to 16 cents or 17 cents. Why did you settle  
 10 on the higher amount in reference to these  
 11 matters?  
 12 MS. HUTCHENS:  
 13 A. I believe it was provided for illustrative  
 14 purposes, which is indicated in line 16.  
 15 BROWNE, Q.C.:  
 16 Q. Now, the Government is your owner, is your –  
 17 the Government effectively owns Hydro.  
 18 Haven't you communicated with the Government  
 19 to ask them what their position is in  
 20 reference to this?  
 21 MS. HUTCHENS:  
 22 A. I would suggest, yes, we have had  
 23 conversations with the Government and I  
 24 don't – you know, I'm not aware that there  
 25 is any conclusion from them. Obviously

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1 there's the rate mitigation committee that  
 2 is on the go, which would imply that there's  
 3 – you know, there's an understanding and  
 4 expectation that there would be rate  
 5 mitigation there and – but, you know, the  
 6 rate mitigation is a public policy decision  
 7 of Government. It is a decision of our  
 8 shareholder and while there's absolutely  
 9 been, you know, conversations through rate  
 10 mitigation committees and whatnot, you know,  
 11 there's been no conclusion or direction  
 12 provided to my knowledge in that regard.  
 13 BROWNE, Q.C.:  
 14 Q. But Government didn't direct you, did it, to  
 15 put in these two newspaper articles as a  
 16 statement of their position?  
 17 MS. HUTCHENS:  
 18 A. No, I wouldn't have expected them to direct  
 19 us in that way. I think that the newspaper  
 20 articles – and you can probably confirm this  
 21 with Mr. Fagan as well, because it is his  
 22 evidence as well, but those newspaper  
 23 articles are intended to provide the  
 24 indication that, you know, Government is  
 25 looking at rate mitigation and indicating

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1 that the levels to which – that they have  
 2 been considering when those articles were  
 3 written.  
 4 BROWNE, Q.C.:  
 5 Q. So, you're not speaking for the Government  
 6 in anyway in reference to this application?  
 7 MS. HUTCHENS:  
 8 A. No, absolutely not. I don't think we can.  
 9 BROWNE, Q.C.:  
 10 Q. And you have no direction from Government in  
 11 reference to these matters?  
 12 MS. HUTCHENS:  
 13 A. No, there's no direction in terms of, you  
 14 know, which assumptions to use and that kind  
 15 of stuff. It was – these are illustrative  
 16 assumptions.  
 17 BROWNE, Q.C.:  
 18 Q. Now, you reference a rate mitigation  
 19 committee and we've heard evidence of that  
 20 previous, particularly from your president,  
 21 Mr. Haynes. The participants in that  
 22 committee, those who are represented there  
 23 are who?  
 24 MS. HUTCHENS:  
 25 A. I believe there are participants from



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1 Nalcor, Mr. Haynes from Hydro and I believe  
 2 that there are Government participants as  
 3 well.  
 4 BROWNE, Q.C.:  
 5 Q. So, we have the shareholder and the utility.  
 6 The Government, the shareholder, the  
 7 Government who owns the utility and the  
 8 utility. So, are they not effectively – if  
 9 they are the only participants, it’s a  
 10 pretty limited committee, would you not  
 11 admit?  
 12 MS. HUTCHENS:  
 13 A. I think it’s the committee looking at rate  
 14 mitigation. You know, I think any committee  
 15 in matters that are of significance like  
 16 this would have individuals sitting on a  
 17 committee, but you know, there may be other  
 18 activities on the go that would support the  
 19 work of the committee as well and you know,  
 20 so, a committee, yes, a committee is a small  
 21 group of individuals, but that’s implied by  
 22 its nature. That doesn’t mean that there’s  
 23 not other work going on in the background  
 24 that would support the work of the committee  
 25 and whatnot.

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1 BROWNE, Q.C.:  
 2 Q. To your knowledge, Newfoundland Power, with  
 3 its vast experience in these matters,  
 4 they’ve not been invited to participate in  
 5 the committee?  
 6 MS. HUTCHENS:  
 7 A. I’m not aware whether they have or haven’t.  
 8 BROWNE, Q.C.:  
 9 Q. You haven’t heard they have?  
 10 MS. HUTCHENS:  
 11 A. No, I haven’t heard they weren’t either, but  
 12 I just don’t know.  
 13 BROWNE, Q.C.:  
 14 Q. And the Industrial Customers, they haven’t?  
 15 You haven’t heard they have?  
 16 MS. HUTCHENS:  
 17 A. No, I have not heard one way or another.  
 18 BROWNE, Q.C.:  
 19 Q. And consumers haven’t been asked to  
 20 participate. So, just wondering, Mr. Haynes  
 21 in his evidence stated – agreed that he  
 22 would confer to bring up these suggestions  
 23 of expanding the committee, if I can precis  
 24 his evidence. You haven’t heard any result  
 25 of that?

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1 MS. HUTCHENS:  
 2 A. No, I have not heard of any result from  
 3 that.  
 4 BROWNE, Q.C.:  
 5 Q. Now, there’s nothing to prevent Government  
 6 as well, to the best of your knowledge, of  
 7 making a reference to the Public Utilities  
 8 Board under Section 5.1 of the Electrical  
 9 Power Control Act to deal with the fallout  
 10 really from what’s effectively the failed  
 11 Muskrat Falls Project and the cost that  
 12 consumers have to bear in the result or may  
 13 have to bear in the result?  
 14 MS. HUTCHENS:  
 15 A. What was the question right at the beginning  
 16 of that? Sorry, Mr. Browne.  
 17 BROWNE, Q.C.:  
 18 Q. There’s nothing to prevent the Government  
 19 from referring this matter to the Public  
 20 Utilities Board under Section 5. 1 of the  
 21 Electrical Power Control Act to determine  
 22 the ways and means that the Muskrat Falls  
 23 fallout and what it’s done to the ratepayers  
 24 of the province or has potentially done to  
 25 the ratepayers of the province can properly

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1 be paid?  
 2 MS. HUTCHENS:  
 3 A. I haven’t done an assessment of the  
 4 Electrical Power Control Act to see what  
 5 referrals would be practical or possible.  
 6 The Government has broad discretion and the  
 7 rate mitigation is their file and I think  
 8 it’s their judgment as to how they proceed  
 9 with, you know, examining the rate  
 10 mitigation issue.  
 11 BROWNE, Q.C.:  
 12 Q. So, you haven’t heard if they have or if  
 13 they haven’t or are considering the same;  
 14 referring the matter to the Public Utilities  
 15 Board?  
 16 MS. HUTCHENS:  
 17 A. I don’t know where Government stands on that  
 18 issue, no.  
 19 BROWNE, Q.C.:  
 20 Q. So, you have a rate mitigation committee in  
 21 place based upon – from Nalcor, Hydro and  
 22 the Government, all who have a vested  
 23 interest in these matters of course, and we  
 24 have the possibility that the Government  
 25 could refer the entire matter to the Public

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1 Utilities Board, and we haven't heard from  
 2 the committee and really we haven't heard  
 3 from Government on what their intention is,  
 4 and yet, you're before the Board trying to  
 5 determine ways to pay for the Muskrat Falls  
 6 project on your own. Is that true?  
 7 MS. HUTCHENS:  
 8 A. No, I don't believe that's true. I don't  
 9 think we're trying to pay for the Muskrat  
 10 Falls Project on our own. I think we're  
 11 looking forward to rates that are expected  
 12 in 2020 when the project is fully  
 13 commissioned and with the knowledge that the  
 14 legislation, as articulated in the various OCs  
 15 associated with the Muskrat Falls power  
 16 plant, would require the cost associated  
 17 with the Muskrat plant and the LIL and the  
 18 LTA to be recovered from the ratepayers of  
 19 the province, from the customers.  
 20 BROWNE, Q.C.:  
 21 Q. So, you're trying to attempt to recover some  
 22 of the payment from ratepayers now though,  
 23 to build them into the rates? Is that not  
 24 true?  
 25 MS. HUTCHENS:

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1 A. I think in this evidence we have put some  
 2 options forward with regards to a rate rider  
 3 – or I shouldn't say some options, some  
 4 information that might help the Board with  
 5 regards to a rate rider and rate smoothing  
 6 options.  
 7 BROWNE, Q.C.:  
 8 Q. But wouldn't it be wise to wait until we  
 9 hear from the committee, be that as it may,  
 10 from the Government or to determine if the  
 11 Government may or may not make a reference  
 12 to the Board in this regard? Why is Hydro  
 13 not waiting for more information instead of  
 14 bringing an application to the Board giving  
 15 the Board options as to what to do at this  
 16 stage? It seems premature, does it not?  
 17 MS. HUTCHENS:  
 18 A. I think we're working with the information  
 19 that we have, Mr. Browne, and bringing the  
 20 information forward to provide the – you  
 21 know, some information to the Board with  
 22 regards to what the rates might look like  
 23 going forward under various scenarios and of  
 24 rate riders admittedly and, you know, but I  
 25 think it's a matter of bringing that

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1 information forward to the Board so that  
 2 they can utilize it in their deliberations  
 3 in this regard. We are working with the  
 4 information we have I think is the fair  
 5 statement to say there.  
 6 BROWNE, Q.C.:  
 7 Q. But you're working with incomplete  
 8 information. Is that not true?  
 9 MS. HUTCHENS:  
 10 A. I think we're working with the information  
 11 we have.  
 12 BROWNE, Q.C.:  
 13 Q. Now, the Labrador Island Link, the  
 14 operations that you're – you're requesting  
 15 51 million now from the Board to consider in  
 16 future charges for the use of the Labrador  
 17 Island Link at this time operating in your  
 18 operations?  
 19 MS. HUTCHENS:  
 20 A. Yes, for 2019 there's a 51.9 million dollar  
 21 O&M cost associated with the usage of the  
 22 Labrador Island Link, but that usage, the  
 23 intention of that usage is to reduce the  
 24 cost of fuel burned at Holyrood, which will  
 25 reduce overall customer – it's a net savings

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1 and that's the premise upon which those  
 2 costs are incurred. So, it's linking the  
 3 costs to the benefits associated with the  
 4 use of the LIL and the LTA assets during the  
 5 interim period in order to reduce costs at  
 6 Holyrood.  
 7 BROWNE, Q.C.:  
 8 Q. Who would get that money?  
 9 (12:15 p.m.)  
 10 MS. HUTCHENS:  
 11 A. Consumers, customers.  
 12 BROWNE, Q.C.:  
 13 Q. Yes, but who would get the – you're stating  
 14 the operation and this 51 million, you  
 15 wouldn't take anything from it for your –  
 16 from the operations and management of the  
 17 project. Are you saying "we'll take all  
 18 that and put it all – give it all to  
 19 consumers"? Or are you costing out any  
 20 expenses before it goes to consumers?  
 21 MS. HUTCHENS:  
 22 A. What we're doing is taking the savings from  
 23 the usage of the LIL and the LTA, whether  
 24 they be from fuel generated at Holyrood –  
 25 sorry, generation at Holyrood or through,

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1 you know, purchases from off-island and use  
 2 of the recall power and taking all of those  
 3 – the savings associated with reduced fuel  
 4 costs and netting the costs of both the  
 5 power purchases and the use of the assets to  
 6 get the power to the island and so, it is a  
 7 net benefit that underlay the application  
 8 that we put in.  
 9 BROWNE, Q.C.:  
 10 Q. But you don't have -  
 11 MS. HUTCHENS:  
 12 A. It's a net benefit to customers.  
 13 BROWNE, Q.C.:  
 14 Q. - what the exact costs will be in reference  
 15 to what would go into some future account.  
 16 Is that what you're stating for consumers?  
 17 How would consumers get the benefit?  
 18 MS. HUTCHENS:  
 19 A. Under the expected supply scenario, you  
 20 know, so some – so, the original off-island  
 21 purchase power deferral account saw an  
 22 account being built up over time. Under the  
 23 current expected supply scenario, the net  
 24 benefits of the operation or the usage of  
 25 the LIL and the LTA to reduce costs that

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1 Hydro would otherwise incur to provide power  
 2 to customers has been incorporated in the  
 3 1.2 percent – or the revenue requirement  
 4 that produces the 1.2 percent rate change in  
 5 January of next year. So, the net savings  
 6 has been embedded in that rate as a result  
 7 of the settlement agreement, the second  
 8 settlement agreement.  
 9 BROWNE, Q.C.:  
 10 Q. In reference to the figure of 51 million,  
 11 Mr. O'Brien asked you about that, because we  
 12 saw the initial figures in reference to the  
 13 operation and maintenance of the entire  
 14 project was 34 million and then it went up  
 15 dramatically. Why did it go up?  
 16 MS. HUTCHENS:  
 17 A. I'm afraid I don't have the answer to that  
 18 question. I wasn't around at the time and  
 19 didn't – you know, wasn't a party to that.  
 20 I think what I said with Mr. O'Brien was  
 21 that, you know, as – you know, when you're  
 22 forecasting projects, there's lots of  
 23 uncertainty when you're looking out –  
 24 planning projects. You know, as you move  
 25 through the planning, the build, the

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1 execution of the project and the operation,  
 2 I think you end up with cost refinements as  
 3 a matter of normal course running through a  
 4 project. In terms of – you know, so I  
 5 assume that that's what has occurred here,  
 6 but I don't know for sure because I just  
 7 haven't been party to it.  
 8 BROWNE, Q.C.:  
 9 Q. It's a new facility. How could it possibly  
 10 cost 51 million dollars in operation and  
 11 maintenance for a brand new facility? Is  
 12 that not a fair question?  
 13 MS. HUTCHENS:  
 14 A. I'm not close to the detailed operational  
 15 requirements of that facility. It's a very  
 16 technical operation. It's a very large  
 17 asset. I would expect that there would be  
 18 operating costs with it. As to the order of  
 19 the magnitude of those, you know, I'm not –  
 20 I don't have the – I guess, the background,  
 21 the history, to say whether that cost level  
 22 is high or low or, you know, from a project  
 23 perspective, you know.  
 24 In terms of the 51 million, you know,  
 25

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1 we've gone through it. We understand what  
 2 it is. We understand the requirements  
 3 underneath it, in terms of the technical  
 4 staff and the support staff that need to be  
 5 there to run it, as well as the system  
 6 equipment maintenance required. It is a  
 7 large asset and I think it requires, you  
 8 know, the requisite amount of operating  
 9 expenditures to ensure that it is maintained  
 10 appropriately.  
 11 BROWNE, Q.C.:  
 12 Q. How many employees -  
 13 MS. HUTCHENS:  
 14 A. Because we're relying on it from a  
 15 reliability perspective.  
 16 BROWNE, Q.C.:  
 17 Q. How many employees are required to run it?  
 18 MS. HUTCHENS:  
 19 A. I believe the number that underlies that  
 20 deck is about 175 all tolled.  
 21 BROWNE, Q.C.:  
 22 Q. So, it will require 175 employees from  
 23 Hydro?  
 24 MS. HUTCHENS:  
 25 A. Oh gosh, no. No, no, no. They are Power

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1 Supply employees.  
 2 BROWNE, Q.C.:  
 3 Q. Pardon?  
 4 MS. HUTCHENS:  
 5 A. They are Nalcor – they would be Nalcor  
 6 employees. They’re not Hydro employees.  
 7 BROWNE, Q.C.:  
 8 Q. They would be Nalcor employees. Would  
 9 Nalcor have seconded any employees from  
 10 Hydro in reference to this? Are there any  
 11 agreements between Nalcor and Hydro?  
 12 MS. HUTCHENS:  
 13 A. I’m not aware of secondment agreements. I’m  
 14 not sure exactly what you’re –  
 15 BROWNE, Q.C.:  
 16 Q. Well, we heard that they’re – in evidence  
 17 already that Hydro and Nalcor seem to take  
 18 blocks of employees and move them around as  
 19 required. Will that happen in reference to  
 20 the operation and maintenance of the LIL?  
 21 Will employees be coming from Hydro to do  
 22 that work?  
 23 MS. HUTCHENS:  
 24 A. I believe there is – generally, no. I  
 25 believe in the early operation period there

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1 is some work going to be done by Hydro at  
 2 the Soldier’s Pond facility. Mr. LeBlanc I  
 3 believe testified on that when he was on the  
 4 witness stand. So, I’d want to refer back  
 5 to his testimony just to confirm that, but  
 6 that is the only contemplated usage of Hydro  
 7 employees to maintain those assets at this  
 8 stage that I’m aware of.  
 9 BROWNE, Q.C.:  
 10 Q. If Hydro was using or if Nalcor is using  
 11 Hydro employees, how are those costs tracked  
 12 now?  
 13 MS. HUTCHENS:  
 14 A. Any time a Hydro employee works on a piece  
 15 of work for an affiliated entity, they track  
 16 their time in compliance with our  
 17 intercorporate charges guidelines and that  
 18 time is fully charged out to the affiliated  
 19 entity, regardless of who it might be.  
 20 BROWNE, Q.C.:  
 21 Q. How is the tracking done? Can you tell us  
 22 about the mechanics of it?  
 23 MS. HUTCHENS:  
 24 A. It’s done on the timesheet.  
 25 BROWNE, Q.C.:

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1 Q. On the timesheet?  
 2 MS. HUTCHENS:  
 3 A. Yes. So, all employees are required to fill  
 4 out a timesheet and as they work on work for  
 5 any project that they might work on,  
 6 including those associated with related  
 7 parties, they would record that time on a  
 8 timesheet and then that would run through  
 9 the accounting system and be costed and  
 10 billed out to the related company.  
 11 BROWNE, Q.C.:  
 12 Q. And you’re satisfied that that’s working?  
 13 MS. HUTCHENS:  
 14 A. Yes, I am.  
 15 BROWNE, Q.C.:  
 16 Q. I want you to just move on to another area.  
 17 If we can go to the report of the Grant  
 18 Thornton, Financial Consultants Report 2017-  
 19 12-04, and we go to page 57, Table 35, and  
 20 we see here Hydro executive salaries by  
 21 position and we have the salary, the  
 22 performance contract, the gross and the  
 23 total. In terms of these contracts, are  
 24 bonuses built in there? Where are the  
 25 bonuses?

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1 MS. HUTCHENS:  
 2 A. We don’t have bonuses per se. We have  
 3 performance contracts and those performance  
 4 contracts would be tied to achieving both  
 5 corporate – achieving corporate objectives,  
 6 both at a corporate level and as well as an  
 7 individual level. So, for example, in my  
 8 performance contract, I would have a section  
 9 or a portion of that performance would be  
 10 based upon the company’s performance in  
 11 areas like finance, financial – or operating  
 12 expenses and net income, safety, reliability  
 13 and other measures and there would also be  
 14 what we call a personal component, which  
 15 would be tied to activities or outcomes that  
 16 I have a more direct influence over and  
 17 which are issues of importance for the  
 18 company.  
 19 BROWNE, Q.C.:  
 20 Q. Okay. And we look at the history of those,  
 21 you see in 2016, the total for performance  
 22 contract, what total is that?  
 23 MS. HUTCHENS:  
 24 A. 2016 total there is 109.  
 25 BROWNE, Q.C.:

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1 Q. And in 2017?  
 2 MS. HUTCHENS:  
 3 A. 312.  
 4 BROWNE, Q.C.:  
 5 Q. And in 2018, if we can move them up?  
 6 MS. HUTCHENS:  
 7 A. 279.  
 8 BROWNE, Q.C.:  
 9 Q. And in 2019?  
 10 MS. HUTCHENS:  
 11 A. 287.  
 12 BROWNE, Q.C.:  
 13 Q. Now, you called them performance contracts,  
 14 some may very well call them bonuses, a  
 15 “rose is a rose by any other name”. The  
 16 consumers of the province are going through  
 17 very difficult times and it’s anticipated,  
 18 indeed with the worry from their electricity  
 19 bills, as is evident daily, and in what can  
 20 happen in terms of their own household  
 21 budgets. If I can state, the Muskrat Falls  
 22 project wasn’t requested by the consumers of  
 23 the province, but rather was inflicted upon  
 24 them and we see here Hydro in what is a  
 25 difficult period, still accepting and

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1 budgeting for bonuses, how can you reconcile  
 2 that with what is transpiring in the  
 3 province right now?  
 4 MS. HUTCHENS:  
 5 A. Yes, you know, we are in a difficult  
 6 situation in terms of a customer rate  
 7 outlook and, you know, absolutely recognize  
 8 and acknowledge that. Our salary and  
 9 benefit program is developed and this is not  
 10 my sort of area of expertise, it’s Ms.  
 11 Dalley’s, but it is based upon a review of  
 12 the marketplace for similar positions and  
 13 the, to determine what a competitive salary  
 14 level would be and that’s the basis upon  
 15 which our salaries are budgeted, it’s based  
 16 on a review of the marketplace and the  
 17 requisite requirements of the positions, and  
 18 a comparison is done to come up with the  
 19 recommended compensation package and that  
 20 compensation package is then approved by  
 21 Boards.  
 22 BROWNE, Q.C.:  
 23 Q. And who ultimately approves of the bonuses?  
 24 MS. HUTCHENS:  
 25 A. Board of directors.

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1 BROWNE, Q.C.:  
 2 Q. The board of directors. Now, it seems to me  
 3 I do recall some years ago the government  
 4 writing the board of directors of Nalcor, I  
 5 do believe, requesting that bonuses be  
 6 stopped, given the financial situation that  
 7 the province found itself in. Do you recall  
 8 a letter coming from the government, a  
 9 reference to that?  
 10 MS. HUTCHENS:  
 11 A. I have not been a party to anything, as I  
 12 say, it’s not my area of, you know,  
 13 compensation is not within my span of  
 14 control, so I would not have been—and I  
 15 don’t know the timing of that either.  
 16 BROWNE, Q.C.:  
 17 Q. But you don’t recall hearing it in the media  
 18 or seeing a copy of that letter?  
 19 MS. HUTCHENS:  
 20 A. No, I’m afraid I don’t, Mr. Browne.  
 21 BROWNE, Q.C.:  
 22 Q. Okay, that’s fair enough, if you don’t, you  
 23 don’t.  
 24 MS. HUTCHENS:  
 25 A. It might have been before my time.

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1 BROWNE, Q.C.:  
 2 Q. And right now Hydro, has Hydro a new board  
 3 in place right now?  
 4 MS. HUTCHENS:  
 5 A. Yes, our new board has just been appointed.  
 6 We have not yet had an initial meeting with  
 7 them, but yes, it has been appointed.  
 8 BROWNE, Q.C.:  
 9 Q. So the new board of directors would have to  
 10 approve these bonuses then, is that correct?  
 11 MS. HUTCHENS:  
 12 A. Yes, they would.  
 13 BROWNE, Q.C.:  
 14 Q. Okay. And Hydro has initiated an effort to  
 15 try to control costs as well, you call it  
 16 the Hydro innovation and productivity  
 17 initiative and their terms of reference  
 18 there that we have in Undertaking 42, is  
 19 that correct?  
 20 MS. HUTCHENS:  
 21 A. Yes, it is.  
 22 BROWNE, Q.C.:  
 23 Q. And how many employees were seconded to this  
 24 team?  
 25 MS. HUTCHENS:

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1 A. Four.  
 2 BROWNE, Q.C.:  
 3 Q. Four. And from where did the four employees  
 4 come and in what capacities were—what were  
 5 their job capacities previous?  
 6 MS. HUTCHENS:  
 7 A. One was a project manager from the  
 8 engineering group.  
 9 BROWNE, Q.C.:  
 10 Q. A project manager for what?  
 11 MS. HUTCHENS:  
 12 A. Construction projects, engineering  
 13 construction projects.  
 14 BROWNE, Q.C.:  
 15 Q. Had he worked at Nalcor, had that person  
 16 worked at Nalcor or at Hydro?  
 17 MS. HUTCHENS:  
 18 A. Hydro.  
 19 BROWNE, Q.C.:  
 20 Q. At Hydro, okay.  
 21 MS. HUTCHENS:  
 22 A. The second individual was a manager of one  
 23 of our Hydro electric facilities, the onsite  
 24 manager; the third individual came out of  
 25 our energy sufficiency group; and the fourth

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1 individual was a lines person.  
 2 BROWNE, Q.C.:  
 3 Q. So all these were Hydro employees?  
 4 MS. HUTCHENS:  
 5 A. Yes.  
 6 BROWNE, Q.C.:  
 7 Q. With real jobs.  
 8 MS. HUTCHENS:  
 9 A. Yes, they were, they were active in their  
 10 jobs.  
 11 BROWNE, Q.C.:  
 12 Q. You took them from their jobs. Now, have  
 13 others replaced them in these jobs?  
 14 MS. HUTCHENS:  
 15 A. We have not increased our FTEs as a result  
 16 of that. You know, there's some shifting of  
 17 roles and responsibilities around, but the  
 18 net effect was there was no increase in  
 19 FTEs, so we've absorbed those positions if  
 20 you want to look at it that way.  
 21 BROWNE, Q.C.:  
 22 Q. But in fairness, if you take someone from a  
 23 fulltime job and don't replace that person,  
 24 did you need that person in the fulltime job  
 25 to begin with? Is that a fair question?

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1 MS. HUTCHENS:  
 2 A. I think the, you know, as we go through the  
 3 environment we're going through and, you  
 4 know, one of the fundamental tenants of the  
 5 innovation and productivity team is that we  
 6 get innovative and more productive as an  
 7 organization, so better, faster, cheaper is  
 8 how I'd like to describe it, and you know, I  
 9 think you find ways to do that and, you  
 10 know, you have to make the appropriate  
 11 accommodations as you do it. I talked about  
 12 being thoughtful in terms of the work they  
 13 do, to ensure that the appropriate effects  
 14 occur and there's no ancillary affects that  
 15 were, you know, unexpected, or certainly  
 16 minimize them, and so, you know, I think  
 17 from that place it comes to, you know,  
 18 always was looking for opportunities to do  
 19 things better, faster, cheaper, including,  
 20 you know, shifting around responsibilities  
 21 and roles using technology different ways,  
 22 being innovative in how we do things,  
 23 thinking differently, that's a fundamental  
 24 tenant of the innovation team and I think  
 25 it's important to send that message in that

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1 regard as well.  
 2 BROWNE, Q.C.:  
 3 Q. Now are these people in the bargaining unit  
 4 or not?  
 5 MS. HUTCHENS:  
 6 A. One individual was.  
 7 BROWNE, Q.C.:  
 8 Q. One is in the bargaining unit, and is that  
 9 person still in the bargaining unit?  
 10 MS. HUTCHENS:  
 11 A. I can't recall the specific status of how  
 12 that operates, that was more of a technical  
 13 HR question. I know it was worked through,  
 14 but I can't recall the outcome of it.  
 15 BROWNE, Q.C.:  
 16 Q. It seems to me all these would be pretty  
 17 high paying jobs, would they not? Do you  
 18 know what the salaries of these individuals  
 19 would be when you seconded them?  
 20 MS. HUTCHENS:  
 21 A. Yes, we absolutely know what the salaries  
 22 were, the individuals were paid in  
 23 accordance with our compensation policy,  
 24 which aligns with the, you know, the skills  
 25 and requirements of the position.

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1 BROWNE, Q.C.:

2 Q. So they weren't paid from the position

3 they're in, they have a new salary scheme?

4 MS. HUTCHENS:

5 A. No, we have not changed the salary scheme

6 for those individuals because this was a

7 temporary arrangement. This has not been a

8 permanent secondment. We've intentionally

9 left it open, but no, we have not gone

10 through the process of revaluing, you know,

11 the innovation team roles and whatnot, and

12 adjusting compensation accordingly. There's

13 been no uplift or anything like that

14 associated with their move into the

15 innovation team.

16 BROWNE, Q.C.:

17 Q. Do you know the—so these four members, have

18 they been given offices to work as a group

19 together? Where are they located?

20 MS. HUTCHENS:

21 A. They actually share what used to be a small

22 boardroom, there's four desks set up in one

23 room.

24 BROWNE, Q.C.:

25 Q. Where is that?

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1 MS. HUTCHENS:

2 A. In Hydro Place.

3 BROWNE, Q.C.:

4 Q. And have they worked at Hydro Place prior

5 to?

6 MS. HUTCHENS:

7 A. Two had; two had not.

8 BROWNE, Q.C.:

9 Q. And do they have support staff?

10 MS. HUTCHENS:

11 A. No. No additional support staff, they may

12 rely on support staff that are already

13 there, but they don't have additional

14 support staff, no.

15 BROWNE, Q.C.:

16 Q. And the cost, when you did this secondment,

17 you must have had some idea of what the cost

18 of it would be, what is the total cost of

19 this secondment, bringing these employees

20 from their jobs into this secondment

21 position from a temporary perspective?

22 MS. HUTCHENS:

23 A. You're talking about the budget for the

24 whole team?

25 BROWNE, Q.C.:

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1 Q. Yes.

2 MS. HUTCHENS:

3 A. I believe the salary budget was about

4 \$600,000.00 and the non-labour budget was

5 about 120, and that would include, you know,

6 training, travel, some ancillary things they

7 needed to just get set up, that sort of

8 thing.

9 BROWNE, Q.C.:

10 Q. Are they subject to overtime? Can they

11 claim overtime?

12 MS. HUTCHENS:

13 A. Some would be eligible, and some would not

14 because they're carrying it from the old

15 roles, not the old roles, but our

16 compensation policy is quite clear in terms

17 of who is eligible for overtime and who is

18 not eligible for overtime. And I'm just not

19 clear, I believe one individual would be,

20 I'm not sure on the others, one would not

21 and I'm not quite clear on the other two.

22 BROWNE, Q.C.:

23 Q. Are they subject to bonuses? Are they

24 capable of achieving bonuses?

25 MS. HUTCHENS:

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1 A. One of the individuals would have a

2 performance contract, the other three would

3 not, so no, they would not be subject to a

4 performance contract.

5 BROWNE, Q.C.:

6 Q. And is anyone monitoring the overtime that

7 may be incurred because they're doing a lot

8 of travel, according to your evidence.

9 MS. HUTCHENS:

10 A. Absolutely. Yes, we're absolutely

11 monitoring the overtime. I don't believe

12 that they have incurred any. If they have,

13 it has not been substantial.

14 BROWNE, Q.C.:

15 Q. And just in reference to this initiative and

16 I notice the date of the initiative,

17 according to the terms of reference, is

18 January 14th, 2018, sort of coinciding with

19 these hearings, would you not agree?

20 MS. HUTCHENS:

21 A. Happy coincidence, I would suggest.

22 BROWNE, Q.C.:

23 Q. Okay, we'll leave that as stated. These,

24 the purpose is what, they go out, can you

25 explain it to me in language we all

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1 understand? Tell us exactly what they do?

2 MS. HUTCHENS:

3 A. Their purpose is twofold. One is to drive

4 out innovation and productivity and then the

5 other one is to aid in promoting a culture

6 of productivity and innovation. And so

7 their job is a little bit multi-faceted.

8 They, you know, we have a number of ideas

9 that were outlined, I believe it was in NP-

10 122 or, no, PUB-122, list of initiatives

11 that they have started with, and we've since

12 added initiatives. Those initiatives get

13 added as people identify them. All of our

14 management team is actually required to

15 provide ideas to the team. They have been

16 out and travelled across the island, spoken

17 to employees and through that, have

18 generated a large number of ideas and

19 concepts coming in from employees as well.

20 So their job is to go out and find

21 opportunities, via identifying it themselves

22 or connecting with others who, and promoting

23 it with others who can identify or do

24 identify opportunities as well. Once the

25 opportunities are identified, then they take

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1 those opportunities and review them. There

2 may be multiple, you know, suggestions that

3 come in that are similar or related and, you

4 know, they will consolidate those

5 suggestions into, I'll call them projects

6 for lack of a better word, some are

7 projects, some are not, depending on the

8 size, and then we will work with, we'll

9 track them and then we'll work with the

10 operations, whoever in the operational

11 groups, be it an operational administrative

12 area, but whoever would need to affect it in

13 their—you know, so if there's a change to be

14 made or a change to be implemented, they

15 would work with the group. So they aid and

16 assist the various divisions and departments

17 to implement initiatives. That can be

18 anything from revising policies, doing some

19 data analysis to assist them, assisting them

20 with, you know, employee communications

21 around it, so it's a fairly broad mandate

22 that they have, but it's all about gathering

23 opportunities, working those opportunities

24 and seeing them through to completion. But

25 along the way, also tracking all of those

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1 opportunities in terms of, you know, what it

2 was when it came in and what it resulted in

3 at the end of the day, because not all of

4 them will, you know, innovation is an area

5 that with it, you know, comes an expectation

6 that you look at opportunities, some will

7 work out and be very good, some won't, but

8 at the end of the day you move ahead and

9 improve the productivity of the organization

10 and you become more innovative, and

11 innovative organizations, you know, can be

12 more nimble and more effective in what they

13 do, be it either in serving customers,

14 improving reliability or reducing costs.

15 BROWNE, Q.C.:

16 Q. Now the largest component of your

17 operations' budget is labour, is it not?

18 MS. HUTCHENS:

19 A. Yes, it is.

20 BROWNE, Q.C.:

21 Q. And what is it, two thirds or something like

22 that?

23 MS. HUTCHENS:

24 A. Thereabouts, yes.

25 BROWNE, Q.C.:

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1 Q. Two thirds, so is this team going in to

2 various areas to see if they can work with

3 lesser employees in these areas, is that

4 what they're all about? Is that what

5 they're doing?

6 MS. HUTCHENS:

7 A. So a component of what they would be doing

8 is going into, is to look at ideas and

9 concepts that would make us more innovative

10 and productive. They don't necessarily have

11 a mandate to, you know, reduce the number of

12 employees; however, we would expect that

13 through attrition and other opportunities

14 like that and through the gating session,

15 that you know, we end up being more

16 effective and efficient, so it would, over

17 time, reduce the cost of our labour, yes,

18 absolutely.

19 BROWNE, Q.C.:

20 Q. It seems to me, so you're sending three

21 managers in and some other person who was

22 from the bargaining unit into the field

23 where there would be bargaining unit

24 employees, is that correct, is that where

25 they'd be going?



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1 MS. HUTCHENS:  
 2 A. That is one of the places they would go,  
 3 yes, they would connect with bargaining unit  
 4 employees.  
 5 BROWNE, Q.C.:  
 6 Q. I don't know, I've been around and dealing  
 7 with unions and labour for a long time and I  
 8 guess at least one member of the board has  
 9 had experience as a manager in dealing with  
 10 labour, I would think that bargaining unit  
 11 members, in all fairness, if they saw  
 12 someone coming, looking for innovation and  
 13 change that could affect their jobs, their  
 14 initial reaction would be to protect their  
 15 job, would that be a fair comment?  
 16 MS. HUTCHENS:  
 17 A. It's really interesting, as the team has  
 18 gone into the field and been talking with  
 19 individuals and we've made it clear that,  
 20 you know, with the—this is about taking  
 21 advantage of attrition and those kinds of  
 22 opportunities, but as they go out into the  
 23 field, it's interesting to see how well  
 24 received they are. They are actually  
 25 getting a lot of suggestions from the field

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1 from both bargaining and non-bargaining unit  
 2 employees and very good suggestions, you  
 3 know, suggestions that run the gambit from  
 4 how we courier, how we courier oil samples  
 5 to a lab for testing, to how we organize the  
 6 execution of work surrounding our wood pole  
 7 line management program, so there's been  
 8 lots of suggestions come forward and it's  
 9 actually being very, well, you know, we  
 10 believe it's being very well received in the  
 11 field.  
 12 BROWNE, Q.C.:  
 13 Q. But they haven't made any suggestions about  
 14 reducing the number of employees in any  
 15 particular unit or combining jobs, is that  
 16 their objective too?  
 17 MS. HUTCHENS:  
 18 A. Their objective is to drive that efficiency  
 19 and productivity and innovation  
 20 opportunities and over time, yes, you would  
 21 expect that to have an implication on your  
 22 labour complement; however, the initiative  
 23 itself is not about reducing jobs, you know,  
 24 we've been very clear on –  
 25 BROWNE, Q.C.:

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1 Q. Is it about reducing overtime?  
 2 MS. HUTCHENS:  
 3 A. That would be a piece of it, yes. The wood  
 4 pole line management program, I believe, was  
 5 justified partly on that basis too.  
 6 BROWNE, Q.C.:  
 7 Q. It seems that there are private companies  
 8 out there who have experience in efficiency  
 9 management, Deloitte's, accounting firms and  
 10 others, did you consider retaining one of  
 11 these committees, one of these companies to  
 12 do an efficiency experience with you, as  
 13 opposed to bringing and creating your own  
 14 team?  
 15 (12:45 p.m.)  
 16 MS. HUTCHENS:  
 17 A. I would say yes, we did. I think what, you  
 18 know, it comes back to my comment earlier  
 19 about where organizations are at a  
 20 particular point in time and, you know, as  
 21 organizations change, your strategies change  
 22 and we judge this method or the innovation  
 23 team was the appropriate way to go, rather  
 24 than hiring an outside consultant, you know,  
 25 because keep it in-house, if you will, and

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1 drive out the changes in that manner. We  
 2 felt it would be more effective, given where  
 3 we are as an organization today from a  
 4 management perspective.  
 5 BROWNE, Q.C.:  
 6 Q. Did you cost out what it would cost to hire  
 7 Deloitte's or someone similar to do the job?  
 8 MS. HUTCHENS:  
 9 A. I don't believe we did.  
 10 BROWNE, Q.C.:  
 11 Q. So how would you know that that would not  
 12 have been the cheaper alternative to leave  
 13 these people in their jobs, instead of what  
 14 you've done?  
 15 MS. HUTCHENS:  
 16 A. I think the extent of what we were talking  
 17 about and the culture change that this is,  
 18 you know, there's one piece of it is driving  
 19 out efficiency opportunities, the other side  
 20 is promoting culture, and you know, an  
 21 outside consultant I don't think would have  
 22 the same effect in terms of promoting the  
 23 culture associated, given where we are as an  
 24 organization, and, you know, I'm not sure  
 25 that the outside consultant at this point

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1 would have had the effect that we wanted it  
 2 to have.  
 3 BROWNE, Q.C.:  
 4 Q. But from a cost perspective, the ratepayers  
 5 would be interested in determining  
 6 basically, in terms of costing, have you got  
 7 the lowest possible costs, considering your  
 8 costs go into rates, ultimately.  
 9 MS. HUTCHENS:  
 10 A. For what we wanted to achieve, I think it  
 11 was, we didn't feel that an outside party  
 12 could either achieve it or achieve it as  
 13 cost effective as we could internally. You  
 14 know, those types of reviews from my  
 15 experience, it's a bit dated, but I did do a  
 16 bit of work in the culture print area back a  
 17 few years ago, many years ago, you know,  
 18 they're not inexpensive experiences and  
 19 don't get me wrong, you know, there's value  
 20 in consultants and all that kind of stuff,  
 21 but I think it's what's right for the  
 22 organization has to influence it as well.  
 23 But, you know, I don't think there was an  
 24 absence of knowledge of what an outside  
 25 consultant may have cost at the time, but we

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1 judged that the internal approach would be  
 2 effective in getting us where we wanted to  
 3 go, as opposed to and be a lot more  
 4 effective and get us there, as opposed to an  
 5 external consultant would likely not get us  
 6 to the same place for the same price.  
 7 BROWNE, Q.C.:  
 8 Q. And what experience do these people have  
 9 when you're looking to put the team  
 10 together, how did you determine their  
 11 experience in going in assessing and  
 12 evaluating efficiency matters inside your  
 13 enterprise?  
 14 MS. HUTCHENS:  
 15 A. The complexion of the team was by design,  
 16 you know, project manager to manage it who,  
 17 you know, and the energy efficiency, the  
 18 gentleman from the energy efficiency group  
 19 certainly would have experience in assessing  
 20 cost benefit analysis and those kinds of  
 21 things. You need people that understand the  
 22 operation as well, and so the selection of  
 23 the four individuals was very much by  
 24 design, both based on their skills and  
 25 experience, but also based on what I would

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1 call an innovation mindset, and you know,  
 2 individuals that had some of the natural  
 3 characteristics that would, you know,  
 4 promote innovation and would understand what  
 5 innovation is. So it was a management  
 6 judgment there, Mr. Browne, but the  
 7 complexion of the team was very strategic in  
 8 terms of, you know, who we picked and where  
 9 they came from and those sorts of things.  
 10 BROWNE, Q.C.:  
 11 Q. So you've taken them and you've taken one  
 12 out of the bargaining unit, three out of  
 13 management, is that correct?  
 14 MS. HUTCHENS:  
 15 A. Correct.  
 16 BROWNE, Q.C.:  
 17 Q. And you haven't replaced those positions, is  
 18 that correct?  
 19 MS. HUTCHENS:  
 20 A. Correct.  
 21 BROWNE, Q.C.:  
 22 Q. So the jobs that they were taken from, were  
 23 there no jobs there to begin with or how are  
 24 their jobs being taken care of now?  
 25 MS. HUTCHENS:

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1 A. I think what I indicated earlier was the, we  
 2 found ways to move the work around. In some  
 3 cases it's sustainable; in some cases it's  
 4 probably not, but for the two-year term at  
 5 hand we felt that, and we were able to, you  
 6 know, move the work around and ask others to  
 7 step up, step out and shift the work around  
 8 and accomplish it in that manner.  
 9 BROWNE, Q.C.:  
 10 Q. Now when you look at the terms of reference  
 11 for this document, the Hydro Innovation and  
 12 Productivity Team, you said the core team is  
 13 four to five individuals who will be  
 14 seconded fulltime to the team. You're  
 15 saying the length is what? The length of  
 16 the secondment is what?  
 17 MS. HUTCHENS:  
 18 A. We've indicated an initial two-year term,  
 19 but that is subject to change, you know,  
 20 shorter or longer, depending on  
 21 circumstances, but that was the expectation  
 22 when we went in.  
 23 BROWNE, Q.C.:  
 24 Q. And you said there's a core team and then  
 25 there's a team lead, the leader of the team

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1 responsible for proper delivery and  
 2 management of the team's work. Who is the  
 3 team lead? What position is that? I'm not  
 4 looking for the name of the individual.  
 5 MS. HUTCHENS:  
 6 A. That is the project manager that is one of  
 7 the four.  
 8 BROWNE, Q.C.:  
 9 Q. And then there's a team co-lead, so you have  
 10 two of them leading the other two, is that  
 11 it? Is there a team co-lead?  
 12 MS. HUTCHENS:  
 13 A. The team co-lead, again, would be another  
 14 one of the individuals and it was the  
 15 manager from the Hydro Electric facility.  
 16 BROWNE, Q.C.:  
 17 Q. Now the team lead, the team co-lead, do they  
 18 get paid more than the other two team  
 19 members?  
 20 MS. HUTCHENS:  
 21 A. Their compensation would have been attached  
 22 to their, their compensation level is  
 23 attached to the position that they would  
 24 have had prior.  
 25 BROWNE, Q.C.:

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1 Q. There is only one member that was in the  
 2 bargaining unit, the others were managers.  
 3 MS. HUTCHENS:  
 4 A. Yes.  
 5 BROWNE, Q.C.:  
 6 Q. And then there's an executive sponsor, the  
 7 executive sponsor will be the vice-president  
 8 of financial services, that's you.  
 9 MS. HUTCHENS:  
 10 A. Yes, it is.  
 11 BROWNE, Q.C.:  
 12 Q. And then there are champions consisting of  
 13 other individuals primarily who is trained  
 14 in Lean Six Sigma and co-productivity who  
 15 support the core team. What's that all  
 16 about?  
 17 MS. HUTCHENS:  
 18 A. So I think I described it yesterday as we  
 19 trained 24 individuals in Lean Six Sigma and  
 20 Lean Six Sigma is a defined methodology for  
 21 identifying efficiencies and working through  
 22 them and there's a, it's six sigma  
 23 principles incorporated with lean management  
 24 principles which are, you know, widely  
 25 accepted, I'll call it, management

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1 strategies, but there is training defined  
 2 around those, around having those—so the  
 3 reason we trained more than the core team  
 4 was this culture shift that I talked about  
 5 in terms of, you know, promoting a culture  
 6 of innovation and productivity, as well as  
 7 ensuring that we had the individuals in the  
 8 various departments and divisions of the  
 9 company that, you know, understood and could  
 10 be champions in those areas and be conduits,  
 11 if you will, to the core team. So what  
 12 we've done is we've expanded the strength,  
 13 I'll call it, of the core team by putting  
 14 these other individuals or training them in  
 15 their own divisional areas.  
 16 BROWNE, Q.C.:  
 17 Q. Wouldn't it have been more productive if  
 18 you're looking at all of these things for  
 19 Hydro to get someone, retain someone from  
 20 the outside to look in, rather than from the  
 21 inside looking at each other?  
 22 MS. HUTCHENS:  
 23 A. No, I don't think so. You know, the  
 24 individuals, the champions are people that  
 25 will help implement and, you know, just

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1 because there's a process of identification,  
 2 but there is also a process of  
 3 implementation and the implementation is the  
 4 job of management because management as to  
 5 implement and continue to manage it after a  
 6 consultant might be in and leave, so the  
 7 intention was to have those individuals be  
 8 the conduits and understand that and it  
 9 would enhance both the identification of the  
 10 opportunities, as well as the execution of  
 11 the opportunities as well.  
 12 BROWNE, Q.C.:  
 13 Q. And their jobs haven't been replaced  
 14 elsewhere, that's your evidence?  
 15 MS. HUTCHENS:  
 16 A. The 24 of the 20?  
 17 BROWNE, Q.C.:  
 18 Q. The four people, their jobs haven't been  
 19 replaced elsewhere.  
 20 MS. HUTCHENS:  
 21 A. No, I don't believe so.  
 22 BROWNE, Q.C.:  
 23 Q. Well what kind of jobs did they have if they  
 24 haven't been replaced? Who is doing the  
 25 jobs they would have had?

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1 MS. HUTCHENS:  
 2 A. As I said, we've been able on a, we've been  
 3 able to take their pieces and parts of their  
 4 jobs and provide those responsibilities to  
 5 others, either as development opportunities  
 6 or, you know, or otherwise. It's the nature  
 7 of efficiency, and you know, we've made a  
 8 commitment to remain flat on FTEs and that's  
 9 the commitment we have, and I think  
 10 absorbing those roles is a piece of that  
 11 commitment.  
 12 BROWNE, Q.C.:  
 13 Q. And this team came into effect when?  
 14 MS. HUTCHENS:  
 15 A. January of this year, I think late January,  
 16 maybe early February they were actually in  
 17 the seats of the team.  
 18 BROWNE, Q.C.:  
 19 Q. And are there monthly reports of their work?  
 20 MS. HUTCHENS:  
 21 A. There are regular reports, yes.  
 22 BROWNE, Q.C.:  
 23 Q. They're regular reports.  
 24 MS. HUTCHENS:  
 25 A. Yes.

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1 BROWNE, Q.C.:  
 2 Q. And these reports, have you filed these with  
 3 the Board here?  
 4 MS. HUTCHENS:  
 5 A. I believe that was an undertaking taken  
 6 yesterday.  
 7 BROWNE, Q.C.:  
 8 Q. And we're still waiting on those, I think,  
 9 it would have been good to have.  
 10 MR. YOUNG:  
 11 Q. If I can just bring Mr. Browne up to date on  
 12 that. We looked into that on the break and  
 13 some work had been done to get that  
 14 together, we normally give the witness an  
 15 opportunity to review an undertaking that he  
 16 or she has given. The other thing here,  
 17 once we saw the undertaking, the information  
 18 that came out from the Board about 9:30 this  
 19 morning, wasn't quite what we expected, so  
 20 we are looking to make sure that we are  
 21 answering the undertaking appropriately. We  
 22 should have that overnight and we'll give it  
 23 to Mr. Browne as soon as we have it.  
 24 BROWNE, Q.C.:  
 25 Q. Okay, thank you for that and we'll wait on

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1 that. But generally how are you doing with  
 2 all of this? You have four employees out  
 3 who you are paying combined to them about a  
 4 half million dollars, you said, or  
 5 thereabouts, the four of them.  
 6 MS. HUTCHENS:  
 7 A. In terms of how it's going, I would say it's  
 8 going well. They've done the initial field  
 9 visits, as I say there's been a lot of  
 10 engagement with employees and engagement by  
 11 employees. We have a, just as an example to  
 12 the board, we have an email address that  
 13 employees can send emails into the team on,  
 14 and we've had a large number of suggestions  
 15 come in through that email, as well as  
 16 suggestions to be made in the field. The  
 17 team is also working through various  
 18 initiatives as well and there are a number  
 19 of initiatives that have been implemented  
 20 and others that are in various stages of  
 21 implementation. The work plan is fluid, you  
 22 know, in terms of its fluid to the extent  
 23 that we're sort of constantly reprioritizing  
 24 to make sure we're looking that the right  
 25 thing. You know, as you run through a

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1 particular initiative you may realize that,  
 2 you know, as I mentioned yesterday if you  
 3 were planning on doing implementation in  
 4 October, you may realize that October is not  
 5 the best time to do it for whatever reason  
 6 and, you know, do you delay it until  
 7 December? That doesn't mean they sit, they  
 8 will look at a different, they will move on  
 9 into a different opportunity and they are  
 10 chasing multiple opportunities at any point  
 11 in time and they are doing it, not just  
 12 themselves, but it's an expectation, I think  
 13 that all of our management be doing it as  
 14 well and they are doing so, there's lots of  
 15 opportunities being worked through.  
 16 BROWNE, Q.C.:  
 17 Q. And their jobs haven't been filled from  
 18 where they came?  
 19 MS. HUTCHENS:  
 20 A. No, they have not, Mr. Browne.  
 21 BROWNE, Q.C.:  
 22 Q. How could that be? What were they doing  
 23 previous?  
 24 MS. HUTCHENS:  
 25 A. I think, as I've already said, you know, the

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1 innovation and productivity team, the  
 2 individuals are absolutely valuable  
 3 employees and were doing very valuable work  
 4 and what we've done is moved their  
 5 responsibilities elsewhere and, but absorbed  
 6 that within our FTE complement and our  
 7 commitment to remain flat on FTEs.  
 8 BROWNE, Q.C.:  
 9 Q. And it hasn't cost any more in overtime to  
 10 the best of your knowledge?  
 11 MS. HUTCHENS:  
 12 A. Yes, that's correct.  
 13 BROWNE, Q.C.:  
 14 Q. Okay, I'm going to come back to this  
 15 tomorrow when we get these reports to look  
 16 at this a bit further. Is it just  
 17 coincidental these innovation and  
 18 productivity teams looking for more  
 19 efficiencies in the system coincided with  
 20 this hearing, or was it put together in  
 21 contemplation of this hearing?  
 22 MS. HUTCHENS:  
 23 A. Neither, I would suggest it was put together  
 24 as we came through last year and, you know,  
 25 we had a number of opportunities that we had

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1 recognized. We had wanted to make sure, we  
 2 felt that in order to move those  
 3 opportunities forwards and properly assess  
 4 them that we needed to put the right, the  
 5 appropriate and sufficient quantity of  
 6 resources on those opportunities and to work  
 7 through those, so the genesis of the team  
 8 came out of last year and the selection  
 9 process then occurred through the fall with  
 10 it being put in place in January.  
 11 BROWNE, Q.C.:  
 12 Q. Yes, it's interesting, you know, just as an  
 13 observation that you wouldn't have  
 14 contracted that out. There's evidence  
 15 before this Board in previous hearings that  
 16 contracting out is what saves a lot of  
 17 money, according to our friends at  
 18 Newfoundland Power and private enterprise.  
 19 Chair, I need to reorganize here because a  
 20 lot of what was asked by my friends at  
 21 Newfoundland Power here, were part of what I  
 22 was doing, so I think it might be more  
 23 efficient at this time if I stopped and we  
 24 reconvened tomorrow because I think I could  
 25 do it in less than an hour then.

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1 CHAIR:  
 2 Q. With that promise of efficiency, we'll  
 3 adjourn.  
 4 BROWNE, Q.C.:  
 5 Q. Thank you. Efficiency is what we're after.  
 6 Upon concluding at 1:02 p.m.  
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CERTIFICATE

I, Judy Moss, hereby certify that the foregoing is a true and correct transcript in the matter of the Newfoundland and Labrador Hydro 2017 General Rate Application heard before the Board of Commissioners of Public Utilities, 120 Torbay Road, St. John's, Newfoundland and Labrador and was transcribed by me to the best of my ability by means of a sound apparatus.

Dated at St. John's, Newfoundland and Labrador this 25th day of July, 2018

Judy Moss

A				
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