

1 **IN THE MATTER OF**

2 the *Electrical Power Control Act*, RSNL 1994,  
3 Chapter E-5.1 (the "*EPCA*") and the  
4 *Public Utilities Act*, RSNL 1990,  
5 Chapter P-47 (the "*Act*"), as amended;

6  
7  
8 **AND**  
9

10  
11 **IN THE MATTER OF**

12 an application by Nalcor Energy (the "Application") for an Order:  
13 to establish the terms of a Water Management Agreement between  
14 Nalcor Energy ("Nalcor") and Churchill Falls (Labrador) Corporation Limited  
15 for the Churchill River, Labrador.

---

**PUBLIC UTILITIES BOARD  
REQUESTS FOR INFORMATION  
TO  
CHURCHILL FALLS (LABRADOR) CORPORATION LIMITED ["CF(L)CO"]**

**PUB- CF(L)Co-1 to PUB- CF(L)Co-6**

**Issued: January 20, 2010**

---

- PUB-CF(L)Co-1** The objectives of a Water Management Agreement are set out in section 3(b)(i) of the *EPCA* and in section 3(1) of the *Water Management Regulations*. Nalcor has, in Schedule A to its Application, presented a Table of Concordance matching provisions of section 3 of the *Water Management Regulations* to articles in the proposed Water Management Agreement. Please explain how each article referenced in the Table of Concordance implements the objective from the *Water Management Regulations* to which it is matched and its relation to the policy objective set out in section 3(b)(i) of the *EPCA*. Provide specific references and evidence detailing options considered, analyses undertaken, and reasons for decisions.
- PUB-CF(L)Co -2** The proposed Water Management Agreement contains articles that are not referred in the Table of Concordance. Please confirm, for each of those articles, whether it has the potential to promote or detract from the achievement of the objectives set out in section 3(b)(i) of the *EPCA* and in the *Water Management Regulations*, and explain why. Provide specific references and evidence detailing options considered, analyses undertaken, and reasons for decisions.
- PUB-CF(L)Co-3** The Independent Coordinator to be appointed as set out in article 6.1 of the proposed Water Management Agreement would have responsibility to establish production schedules by which the policy objectives set out in the *EPCA* and the *Water Management Regulations* are met and by which adverse effects on existing power supply contracts are to be avoided. Please provide: i) an explanation of the criteria to be used in the selection of an Independent Coordinator; ii) the means to be employed to ensure that the Independent Coordinator possesses the skills and knowledge necessary to carry out his or her functions; iii) the intended audit procedure of the effectiveness of the performance of the Independent Coordinator; and iv) the methodology by which these concerns are to be addressed in the proposed Water Management Agreement.
- PUB-CF(L)Co-4** The Water Management Committee to be appointed as set out in article 5.1 of the proposed Water Management Agreement would also play an important role in ensuring that the policy objectives set out in the *EPCA* and the *Water Management Regulations* are met and that adverse effects on existing power supply contracts are avoided. Please provide: i) an explanation of the criteria to be used in the selection of the members of the Water Management Committee; ii) the means to be employed to ensure that the Water Management Committee members possess the skills and knowledge necessary to carry out the functions of the Committee; iii) the intended audit procedure of the effectiveness of the performance of the Committee; and iv) the methodology by which these concerns are to be addressed in the proposed Water Management Agreement.

**PUB-CF(L)Co -5**

For each of the existing power contracts identified in part 2.2 on page 5 of the Nalcor Pre-filed Evidence and at Tab 6 of the submission of CF(L)Co please identify, with reference to the terms of the contracts, the rights of the parties to those contracts that have the potential to be affected by a Water Management Agreement.

**PUB-CF(L)Co-6**

Explain in detail how the clauses identified in response to PUB-CF(L)Co-5 meet the requirement, set out in section 5.7 of the *EPCA*, that an agreement to develop a source of power, entered into by two or more persons and reviewed by the public utilities board, or, in the absence of an agreement by the parties, established by the public utilities board, not adversely affect a provision of a contract for the supply of power entered into by a person bound by the Water Management Agreement and a third party, which was entered into before the Water Management Agreement.

**DATED** at St. John's, Newfoundland this 20<sup>th</sup> day of January 2010.

**BOARD OF COMMISSIONERS OF PUBLIC UTILITIES**

Per

  
Cheryl Blundon  
Board Secretary