

1 Q. Preamble: In its *Requête*, Hydro-Quebec claims that the Churchill Falls Power
2 Contract, both before and after renewal, gives it access to all of the power and
3 energy generated at Churchill Falls, except for the 225 TwinCo Block and the 300
4 MW Recall Block.

5 Please confirm or correct the affirmations in the preamble, and indicate whether or
6 not these claims, if upheld by the courts, are compatible with the WMA. In the
7 affirmative, please explain in detail how the WMA could have its desired effect if, at
8 any given moment, Hydro-Quebec has access to all of the power and energy
9 generated at Churchill Falls, except for the 225 TwinCo Block and the 300 MW
10 Recall Block.

11

12

13 A. Hydro Québec's assertions are before the Québec Superior Court and have not
14 been established. Hydro notes that neither the Water Management Agreement nor
15 the *Water Management Regulations* are the subject of the dispute before the
16 Québec court.

17

18 Please also see Hydro's response to GRK-NLH-021 (Revision 1).