

- 1 **Q. (Reference CA-NP-037) It is stated (part c) "The 2022/2023 GRA Settlement**
2 **Agreement disposed of all issues arising from Newfoundland Power's**
3 **2022/2023 General Rate Application."**
- 4 **a) Does NP interpret the Settlement Agreement to mean that all signatories**
5 **agree with each and every item included in the agreement? Going forward,**
6 **does NP agree with para. 8 that only 50% of expenses associated with its**
7 **short-term incentive program will be recovered in customer rates and that**
8 **a reduction of \$300,000 will be incorporated in operating costs to reflect**
9 **operating efficiencies? Will NP make such proposals in its next GRA?**
- 10 **b) Please identify para. 4 from the Settlement Agreement and provide NP's**
11 **interpretation.**
- 12
- 13 **A. a)** Newfoundland Power interprets a signature on an agreement as an indication that
14 the signing party has accepted the agreement, that is, that the party is satisfied with
15 the terms of the agreement and is accepting to be bound by them as determined by
16 the Board in Order No. P.U. 3 (2022) Amended No. 2.
- 17
- 18 Newfoundland Power intends to adhere to the terms of the Settlement Agreement
19 until such time as the terms may be superseded by a further Order by the Board or
20 subsequent agreement, as the case may be.
- 21
- 22 **b)** Paragraph 4 of the Settlement Agreement states:
- 23
- 24 *This Settlement Agreement is without prejudice to the positions the*
25 *Parties may take in proceedings other than the Application. It sets no*
26 *precedent for any issue addressed in this Agreement in any future*
27 *proceeding or forum.*
- 28
- 29 The Company believes the language used in this paragraph is unambiguous and
30 clear on its face and therefore interprets it in accordance with its plain meaning.