

**NON-CONFIDENTIAL**

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1 **Request IR-51:**

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3 **During the early development of the 2010 Agreements associated with this project, did the**  
4 **parties involved, (Emera, Nalcor, NFL Hydro, NSPI and NSPML) approach the Canadian**  
5 **federal National Energy Board (NEB) to discuss inter-provincial energy transfer, and the**  
6 **subsequent Structure of Independent Regulation required to protect the interests of Public**  
7 **Wholesale and Retail Electricity and Energy Ratepayers and Industrial Customers?**

8

9 **If so, provide evidence of the related correspondence involved, timelines, and NEB**  
10 **contacts.**

11

12 Response IR-51:

13

14 NSPML had discussions (between November and December) with Marcus Eyre of NEB prior to  
15 submitting the project description for Environmental Assessment (EA) in 2011.

16

17 The NEB sought clarification regarding the purpose, design, permitting and operation of the  
18 Maritime Link. This was all subsequently addressed in the EA project description.

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1 **Request IR-52:**

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3 **During the early development of the 2010 Agreements associated with this project, with**  
4 **respect to International Exports of power or energy, and system Stability/Reliability NERC**  
5 **standards, did the parties involved, (Emera, Nalcor, NFL Hydro, NSPI and NSPML)**  
6 **approach the American Federation of Electricity Commission (sic) (FERC) to discuss**  
7 **International Energy Transfer, the subsequent design of competitive Market Rules and**  
8 **associated Independent System Operator responsibilities and Regulation Oversight to**  
9 **protect the interests of Public Wholesale and Retail Electricity and Energy Sector**  
10 **Ratepayers and Customers?**

11

12 **If so, provide evidence of the related correspondence involved and FERC and/or NERC**  
13 **contacts.**

14

15 Response IR-52:

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17 No. The UARB is the designated regulatory authority in Nova Scotia for electricity reliability  
18 and market regulation, including the approval, enforcement and cost recovery for matters relating  
19 to NERC reliability standards.

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1 **Request IR-53:**

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3 **Is there a Master Legal Plan linking all the “Agreements” associated with this project?**

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5 **If so, please provide a Flow Chart or Roadmap indicating the interrelationship of these**  
6 **agreements to facilitate external analysis of the relationships by the regulator and**  
7 **interveners.**

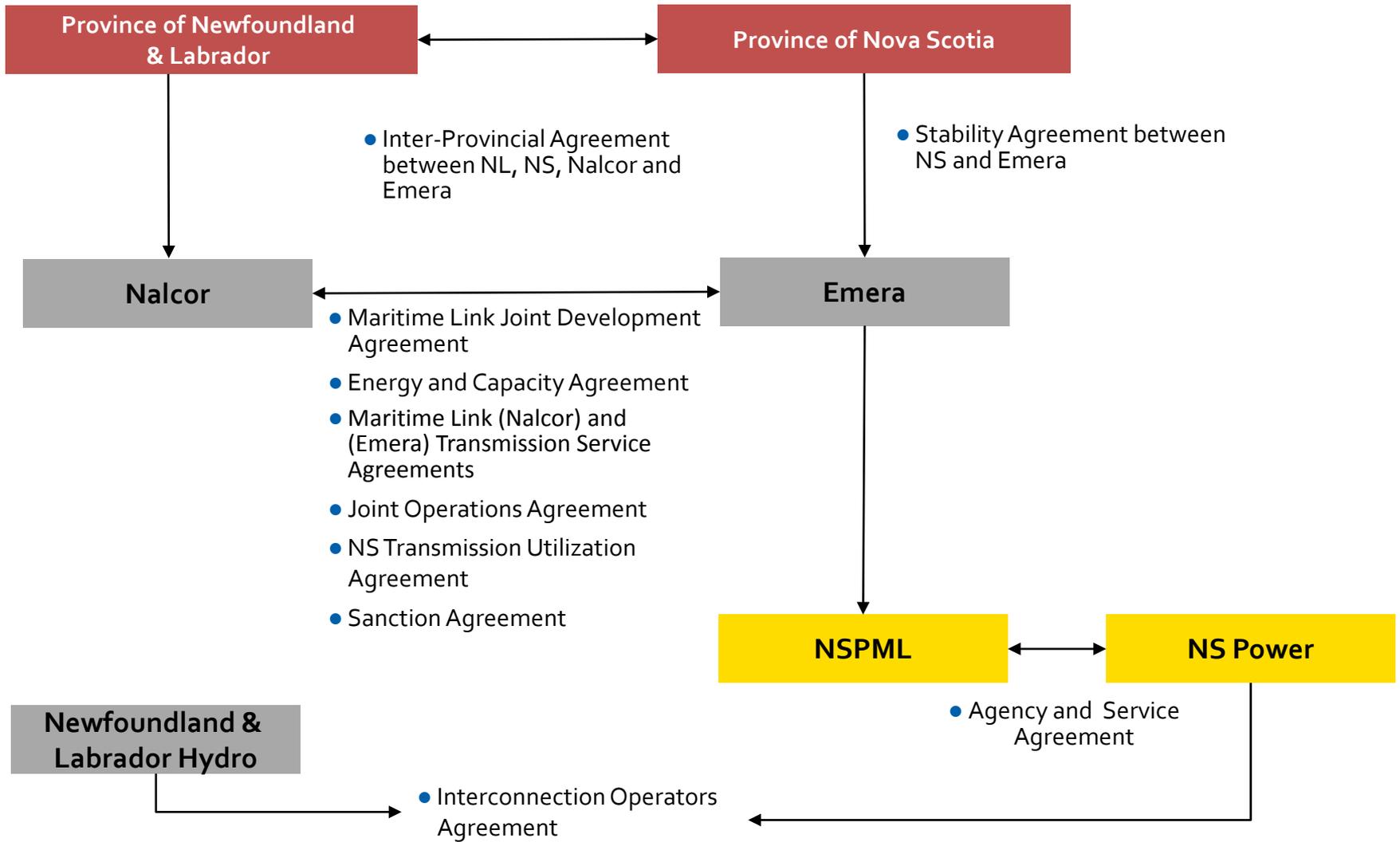
8

9 **Response IR-53:**

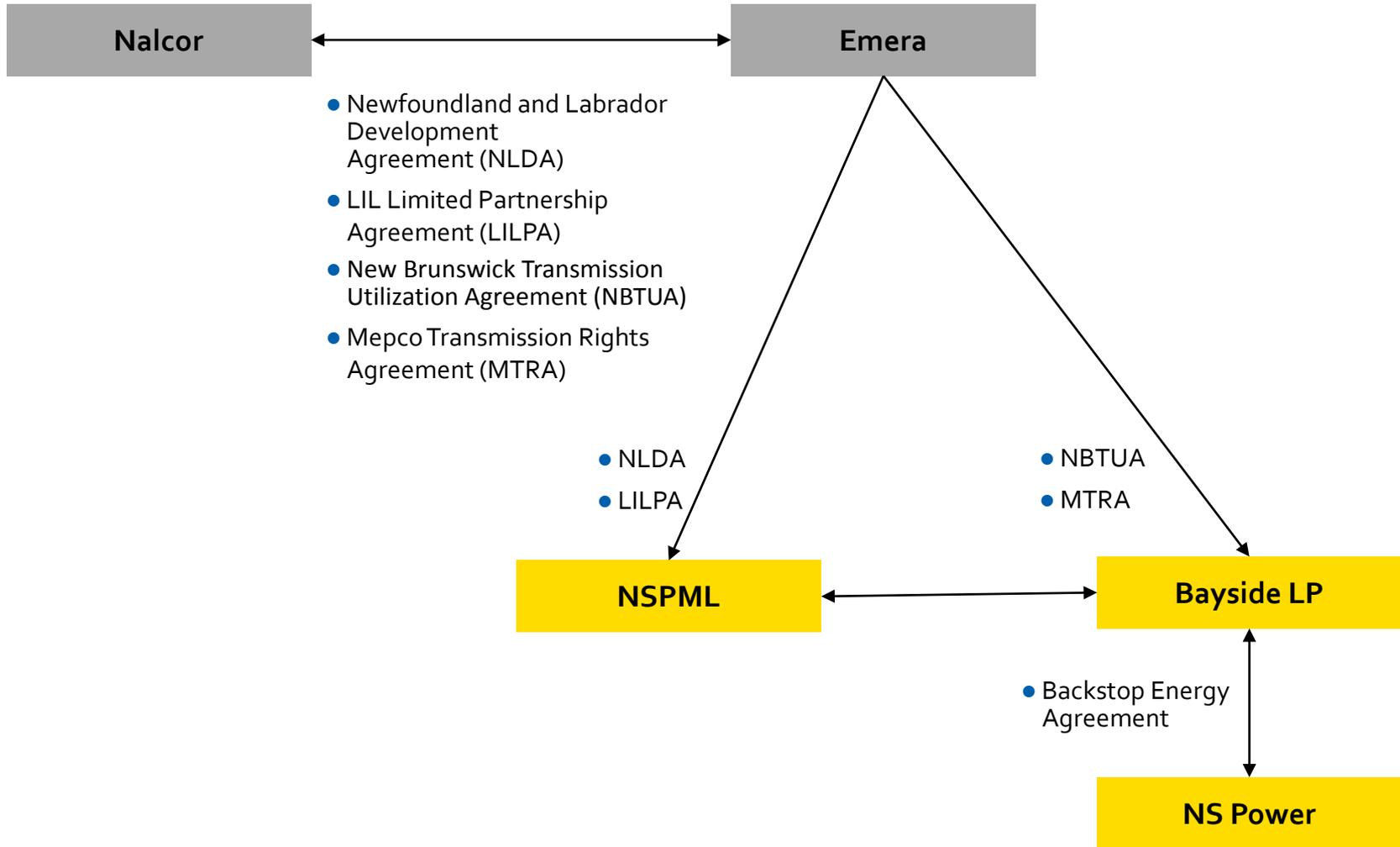
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11 **See Attachment 1.**

# Maritime Link Agreements



# Other Agreements



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1 **Request IR-54:**

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3 **With respect to question 3, indicate where the additional layered specifications or**  
4 **“layered” Agreements between party corporate affiliates and direct partners of the existing**  
5 **Agreements define the lines of demarcation between internal corporate responsibility,**  
6 **corporate authority, and government regulation within the Individual Provinces.**

7

8 Response IR-54:

9

10 Please refer to Liberal IR-53 Attachment 1. Internal corporate responsibility and authority for the  
11 execution of the responsibilities under a particular agreement rest with the company to whom the  
12 agreement has been assigned by Emera. As between Emera and Nalcor, the two parties have  
13 agreed that they will each continue to be responsible for their respective obligations under the  
14 agreements, regardless of internal assignment of responsibility. Government regulation of the  
15 project is independent of the allocation of internal corporate responsibility for the commercial  
16 agreements.

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1 **Request IR-55:**

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3 **With the establishment of the Agreements above in 2017, and with no apparent regulatory**  
4 **control of the Nova Scotia market pricing by the then defunct Nova Scotia Market Rules,**  
5 **why are the Nova Scotia Ratepayers being requested to accommodate the financial risk**  
6 **associated with this project?**

7

8 Response IR-55:

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10 Current legislation in Nova Scotia does not foresee market rules defunct, in or after 2017. The  
11 Formal Agreements provided, for the benefit of NS Power customers, a contractual right to 20  
12 percent of the electricity generated by the Muskrat Falls Generating station. Changes to the  
13 wholesale market structure will not eliminate that contractual right.

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1 **Request IR-56:**

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3 **Hydro - Quebec is building new hydroelectric dams and has signed new export agreements**  
4 **since NSP and Emera first approached HQ. Does Nova Scotia Power and/or Emera plan to**  
5 **approach Hydro – Quebec now that these new export agreements are in place? If these**  
6 **discussions have already happened, what was the result of said discussions? If these discussions**  
7 **have not taken place, why not given the new agreements have been signed since NSP/Emera’s**  
8 **original approach?**

9

10 Response IR-56:

11

12 Please refer to NSUARB IR-51 and CanWEA IR-93. The transmission challenges to deliver  
13 electricity to Nova Scotia remain an obstacle to firm long term supply through New Brunswick  
14 and without the Maritime Link in place have significant transmission costs associated with them  
15 as is outlined in the Other Import alternative. NSPML is not certain which specific agreements  
16 are being considered by this Information Request.

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1 **Request IR-57:**

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3 **The proposal before the Board guarantees energy for 35 years only, and it has been**  
4 **indicated that growing needs in Labrador for mining will require all energy produced at**  
5 **Muskkrat Falls. What is the plan for energy at the end of the term of the 35 years?**

6

7 Response IR-57:

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9 The current agreement between NSPML and Nalcor is for 35 years. While the Maritime Link has  
10 an estimated life-span of 50 years, there is no agreement between the parties for purchases  
11 beyond the current 35 year term. Similar to other interconnections, NSPML expects  
12 Newfoundland and Labrador will continue to develop energy and access markets through the  
13 Maritime Link.

14

15 It should also be noted that the Maritime Link will be at its approximate half-life (25 years) in  
16 2041 when Nalcor regains ownership to Upper Churchill and could potentially be used to bring a  
17 portion of the Upper Churchill electricity to Nova Scotia. Also, please refer to Liberal IR-3.

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1 **Request IR-58:**

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3 **Given that Nalcor will not be responsible for non-delivery of energy after 35 years, and**  
4 **given all responses to IRs were based on payments to NSPML for non-delivery, what is the**  
5 **plan in the case of outages after the 35 year agreement?**

6

7 Response IR-58:

8

9 Please refer to Liberal IR -57

10

11 NS Power has responsibility for long-term system planning, including ensuring that the utility  
12 has the facilities available to meet its obligation to serve. In respect of the ability to provide  
13 service to customers after the service life of any asset has been achieved, the Maritime Link is no  
14 different from any other asset, either a generating station, transmission line or local substation.  
15 Using tools and techniques such as integrated resource planning, the utility must plan for the  
16 maintenance and eventual replacement of its assets, to ensure the obligation to serve can be met  
17 over the long term. NS Power will continue to meet the obligation to serve.