

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**  
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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 ("CF(L)Co")  
15 for the Churchill River, Labrador.

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**PUBLIC UTILITIES BOARD  
REQUESTS FOR INFORMATION  
TO  
THE INNU OF UASHAT MAK MANI-UTENAM ET AL. (IUM)**

**PUB-IUM-14 to PUB-IUM-20**

**Issued: February 2, 2010**

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**PUB-IUM-14**

In answer to PUB-IUM-3 it is stated:

*"The Water Management Agreement proposed by Nalcor does not take into account the rights and interest of the Intervenor and will adversely affect the Aboriginal rights and title of the Intervenor."*

Please describe the particular rights and interests of the Intervenor which are not taken into account by the water management agreement and describe the specific adverse effect the proposed water management agreement will have on Aboriginal rights and title.

**PUB-IUM-15**

In answer to PUB-IUM-3 it is stated:

*"More specifically, the establishment of the Water Management Agreement will, among other things, modify, control, manage and regulate the following:*

- the hydrology of the Churchill River basin,*
- the use of the waters of the Churchill River;*
- the flow of the waters of the Churchill River,*
- the water volumes of the Churchill River,*
- the runoff that reaches the Churchill River basin.*

*Consequently, such modification, control, management and regulation of the Churchill River will, among other things, negatively impact the lands and natural resources subject to the rights of the Uashaunnuat including:*

- the lands, natural resources and entire environment of the Churchill River basin and adjoining watersheds and tributaries, such as the Naskaupi and Kanatrikok Rivers,*
- the marine plants and animals of the Churchill River,*
- the plants and animals that inhabit or use the Churchill River basin and adjoining watersheds and tributaries,*
- the use, possession and control of the Churchill River and adjoining watersheds and tributaries, including natural resources therein, by the Intervenor."*

Please describe in detail how the water management agreement or the management of water thereunder will impact the lands, use and natural resources specifically listed in this response.

**PUB-IUM-16**

In answer to PUB-IUM-3 it is stated:

*"The completion of the Lower Churchill hydroelectric project will have major negative impacts on the way of life of the Intervenor - culturally, spiritually, socially and economically."*

Please detail the specific impact of the water management agreement and the management of water thereunder addressing the ongoing operations under the agreement separate and apart from the design and construction of the project.

1 **PUB-IUM-17**

In answer to PUB-IUM-3 it is stated:

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3 *"Furthermore, the establishment of the Water Management Agreement will make*  
4 *it likely that there will not be a satisfactory resolution of the Intervenor's*  
5 *entitlement to, among other things, use, manage and control of the water*  
6 *resources in the future, namely the Churchill River and adjoining watersheds and*  
7 *tributaries."*

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9 Please explain how this is true.

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11 **PUB-IUM-18**

Please detail the specific impact of the water management agreement and the management of water thereunder on the Innu of Uashat mak Mani-Utenam et al. addressing the ongoing operations separate and apart from the design and construction of the project.

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16 **PUB-IUM-19**

Please provide examples of specific issues and concerns that the Innu of Uashat mak Mani-Utenam et al. would like to raise in any consultation process regarding the water management agreement.

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20 **PUB-IUM-20**

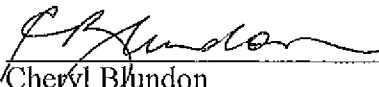
Nalcor states in PUB-NE-23:

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22 *The Water Management Agreement may affect flows on an hourly basis. It is not*  
23 *possible to determine in advance what the flows will be at any particular hour in*  
24 *the future since they will depend upon the Suppliers' delivery requirements,*  
25 *reservoir conditions, projected inflow conditions and a number of other factors*  
26 *at that specific point in time. These hourly management adjustments are simply*  
27 *the type of adjustments that would occur by either Supplier in relation to its own*  
28 *facilities acting independently or by one Supplier if that Supplier owned and*  
29 *operated both the upper and lower Churchill facilities. It is not necessary to*  
30 *consult with the Aboriginal groups concerning these types of hourly operational*  
31 *adjustments. This level of consultation with respect to hourly operational*  
32 *adjustments is not what is contemplated or required in the duty to consult*  
33 *founded in the Crown's honour and the goal of reconciliation with Aboriginal*  
34 *peoples."*

35  
36 Please provide facts and evidence which would contradict this statement  
37 and support a duty to consult in relation to the water management  
38 agreement or the management of water thereunder addressing the ongoing  
39 operations under the agreement, separate and apart from the design and  
40 construction of the project.

**DATED** at St. John's, Newfoundland this 2<sup>nd</sup> day of February 2010.

**BOARD OF COMMISSIONERS OF PUBLIC UTILITIES**

Per   
Cheryl Blundon  
Board Secretary