

**From:** [Heather Young](#)  
**To:** [Admin](#)  
**Subject:** Terms of reference  
**Date:** Monday, January 29, 2018 7:10:43 AM

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Justice Richard LeBlanch,

In response to how the committee should treat the terms of reference, I believe the answer is quite clear.

Having worked contracts with the Federal Government as a consultant, the terms of reference laid out the specific details of that contract. That included specifics of what expenses could be claimed, formatting, the max budget I had for expenses/my time, the specific written report and compilation of new research and various stake holders in spreadsheet format (ie defined "deliverables"), etc.

This was part of the contract and legally binding, although I'm sure you are in a better position to look at case law on that. It laid out the obligations of both parties. During one such contract, there was a change of direction requested and I requested a new terms of reference agreement, which included the additional time/pay I would require. Ultimately it was an agreed up on change of some specifics of the original legal contract.

Additionally (and hopefully to be considered with the terms of reference), the contract is dependant on federal permits from both Transport Canada and DFO. It is apparent that the requirements of these permits (as committed to in the original permit acquisition) have not been met and should have resulted in Federal Intervention. I specifically wrote both the Ministers of Transport Canada and DFO regarding this. Soon after, DFO briefly announced it would review this, then withdrew any review of whether permit requirements have been met. I believe the permit requirements should also be considered as "terms of reference" not under contract law, but Canadian regulations.

I would be happy to forward said emails outlining my concerns on how permit requirements have not been met. This also considers varying information/studies, publications completed by both independent contractors and Harvard University. I would suggest that peer-reviewed independent studies from Harvard should be considered against private contracts not fully released where on-going contracts/financial compensation is a concerning factor. Unless these private reports are open to public/peer-review by experts in the field, it is difficult to argue they should be considered as fact and the Harvard studies ignored. Considering both reports deal with the terms of reference and permit requirements, they should be fully reviewed to determine the reliability/significance and weight given to each.

Kind regards and best of luck in sorting out the issues here.

Heather Young

Heather Young, CPHI(c)  
Public Health Officer/Biochemist  
BSc honours, Biochemistry/Chemistry  
BHSc honours, Public Health

**From:** [Heather Young](#)  
**To:** [Admin](#)  
**Subject:** Re: Terms of reference  
**Date:** Monday, January 29, 2018 9:23:36 AM

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Thank you Diane.

I do want to include an email to the Minister of Transport Canada and copied to the Minister of DFO with respect to the requirements of the permits for Muskrat Falls under Federal Legislation. I question if the requirements have been met and the validity of the ongoing permits. I do feel that should be considered under terms of reference as their were clear commitments made in writing to the federal government. That is included below. If there is any question on the materials or studies I am referring to, please let me know and I would be happy to provide them.

Kind regards,

Heather

The Honorable Marc Garneau

Minister of Transportation

Government of Canada

Dr. Garneau,

I am writing this letter to request that your office review the Muskrat Falls project with respect to permits obtained from the Department of Transportation and recent scientific publications. It is no secret that this project has been controversial, plagued with issues, and faces heavy criticism from independent scientists and experts within your department. Nalcor is preparing to flood part of the reservoir this Saturday despite the land not being cleared, risks of methylmercury contamination or catastrophic landslides/dam failure not addressed, and having no safety plan with communities downstream. These were all conditions that were to be addressed as a condition of their permit. Once the reservoir has been flooded, it will be impossible to “unring” that bell and pre-emptive mitigation techniques will be severely limited.

I am hoping you will request a temporary injunction to the flooding of the reservoir long enough for your experts to appropriately consider the following:

- 1) Recent scientific publications have suggested the environmental and health impact of the project is more significant than previously thought. The most compelling study was conducted by an independent group at Harvard over four years and suggested that methylmercury levels would easily exceed Health Canada recommendations such that they posed a significant risk.

2) Food security concerns in Labrador mean that a substantial portion of the population rely this environment for a source of food. This is also a significant part of local cultural heritage. This issue is compounded by restricted transportation due to the project.

3) The failure to clear land is a significant contributor to the rise in methyl mercury levels. This issue was raised by your department and is further discussed in scientific publications. Nalcor and the Newfoundland & Labrador government now refuse to complete the promised land clearing.

4) There are outstanding questions on the local geology and the stability of the dam. These questions were previously raised by your department and have not been addressed. This includes the presence of sandy-clay soil that is unstable, a lack of seismic studies, and the presence of multiple significant landslides. While Nalcor and the Newfoundland & Labrador government deny the presence of such soil, the government has also published studies to that effect in the early 1980's. There are government reports of significant landslides in the immediate vicinity of Muskrat Falls in the last few years.

5) Emergency planning for towns in the immediate vicinity has not been completed as required by your department. This issue had been publically raised on CBC by the mayor of Happy Valley-Goose Bay, citing specific concerns for loss of life, emergency services, transportation, potable water, and sewage containment. Nalcor has publically responded stating that is not their responsibility, but that of the Newfoundland and Labrador Government.

6) There is significant concern to the effect on local transportation routes during normal operation that the department had previously raised. These questions have not been resolved such that communities will be cut off for long periods of time with no access to food, employment, or medical care.

7) All of the above should have been resolved by specific recommendations made by your department. These recommendations were to be addressed so that a permit could be issued and this project could proceed. All of the concerns above relate to significant health and safety concerns of local residents.

It is my hope that changes within the Federal government might bring a renewed hope to the people of Newfoundland and Labrador. The *Minister of Transport Mandate Letter* specifically speaks to changes in resource management, increased dialogue with Canadians, and a focus on Canadian values such as inclusion, honesty, fiscal prudence, transparency, and the renewed commitment towards Indigenous Canadians: more specifically the departments priorities in asset management of infrastructure to support local communities. This specific topic is particularly relevant to work with Fishers, Oceans & the Canadian Coast Guard; Environment and Climate Change; and Natural resources with respect to the *Fisheries Act*, the *Navigable Water Protection Act*, and the *Canadian Environmental Protection Act*.

The issues surrounding this process are complex and Provincial Government has failed in areas of transparency, science-based policy, advisory foresight, and governing with consideration to the precautionary principal. While I am not inherently against the project, I am deeply disturbed by the willingness to discard independent scientific opinions of multiple experts, the disregard to commitments made to your department as summarized above while obtaining a permit, and the lack of planning with respect to environmental public health and emergency management. This is a situation that could cost many their lives or livelihoods.

I appreciate the consideration given to this issues and I would be happy to provide the government documents, media reports, and scientific publications I have collected. My contact information is listed below.

Kind regards,

Heather Young, CPHI(c)  
Public Health Officer/Biochemist  
BSc honours, Biochemistry/Chemistry  
BHSc honours, Public Health

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On Jan 29, 2018, at 8:38 AM, Admin <[admin@MuskratFallsInquiry.ca](mailto:admin@MuskratFallsInquiry.ca)> wrote:

Dear Ms. Young:

On behalf of Commissioner LeBlanc and Commission Co-Counsel, I wish to thank you for taking time to share your comments with us. We very much appreciate your interest in the Inquiry.

I wish to assure you that all comments will be reviewed and considered by the Commission.

Regards,

Diane

Diane Blackmore  
Operations Manager

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Commission of Inquiry Respecting the Muskrat Falls Project  
Direct: (709) 729-6076

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20 Crosbie Place  
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-----Original Message-----

From: Heather Young [mailto:hmyoung@redacted]  
Sent: Monday, January 29, 2018 7:11 AM  
To: Admin <admin@MuskratFallsInquiry.ca>  
Subject: Terms of reference

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