

costs whenever the NTI representatives are travelling to a site or to a community with the DND representatives on a DND charter. DND will also provide meals and accommodation for the NTI representative while at the site.

- 7.5 The EWG will also act as a resource to the Steering Committee and will upon request from the Steering Committee investigate certain matters and produce reports or studies for consideration by the Steering Committee. Both Parties agree to cover the costs of their members of the EWG to undertake such work.

8.0 Local/Traditional Knowledge

- 8.1 Traditional and local knowledge for use in the scoring of the risk assessment matrix will be collected during the Pre-Cleanup Delineation phase of the DEW Line clean-up project.
- 8.2 An Inuit representative familiar with the DEW site and traditional use of the area around the site will be chosen by the relevant Regional Inuit Association to be on site during the pre-construction delineation phase of a site clean-up. The Inuit representative will work closely with the EWG to identify Inuit use of the area, wildlife patterns, and past events and occurrences that may have impacted on landfills (i.e. dumping, hazardous waste storage, natural occurrences) in order to assist in the scoring of the matrix.
- 8.3 DND and NTI will attempt to establish a community DEW Line Clean-up Committee which would facilitate the flow of local knowledge to the EWG prior to, and during, the site visit.
- 8.4 The EWG will visit the local community (ies) most affected by the DEW site. The EWG will conduct one-on-one interviews with a number of residents and will also meet with the Hamlet Administration Officer and/or the Hamlet Mayor, the local Hunters and Trappers Association, and relevant community organizations to obtain information concerning the traditional use of the area by the community. The Community Land and Resource Committee (CLARC) will be consulted if Inuit Owned Land is affected in any way.
- 8.5 In anticipation of these community consultations, DND, in consultation with NTI will prepare an information package in English and the relevant Inuit language for

use in the community consultations. The package will include maps of the site and the surrounding area along with sample questions (see Appendix D) that would facilitate discussion.

8.6 DND will provide NTI with at least six months notice regarding the site visit in a given season. Six weeks notice will be provided regarding the dates for the community visit. DND will attempt to arrange the timing for the community consultation to avoid harvest time when members of the community might be on the land. NTI in conjunction with the EWG will arrange the interviews with the various community associations and individuals.

8.7 The EWG will document all information collected during the community consultations. This information will be provided to DND, NTI, the relevant RIA and the host community.

8.8 All information collected from the interviews will be considered during the matrix scoring and will be given equal consideration with conventional scientific knowledge collected during the site visits.

8.9 Prior to the actual clean-up, DND will conduct a community information session to inform the residents of the scope of the Work and other relevant facts. In the case of CAM 4, there will be a community information session during the summer of 1998 at the option of the RIA. For Fox 5, in addition to this community information session, the EWG will be consulting the community of Broughton Island on FOX-5 as part of its work on scoring landfill evaluation matrices, during the summer of 1998 and DND will provide a limited public information session at that time.

9.0 CEPA Soils

9.1 Soils at concentrations exceeding federal regulations (referred to herein as "CEPA" soils) will be removed from the site and disposed of in a licenced facility in accordance with those federal regulations.

10.0 Tier II Soils

10.1 Tier II soils are defined in Appendix E of this Agreement.

10.2 Tier II soils will be excavated and placed in an engineered, lined, containment facility (Tier II Disposal Facility). After excavation, the area will be backfilled with sufficient clean fill to provide an effective layer over any remaining Tier I soils and to meet the requirement of clause 22 of this Agreement . A schematic of a Tier II Disposal facility is presented in Appendix K. Tier II soils may also be placed in a similarly engineered cell of a larger landfill. The location of the Tier II Disposal Facility will be selected in order to minimize potential environmental impact in a cost-effective manner. In some cases Tier II soils may be transported from one DEW site to another depending on soil volumes and project economics.

10.3 Confirmatory testing will be conducted in accordance with the methodology outlined in section 13 of this Agreement.

11.0 Tier I Soils

11.1 Tier I Soils are defined in Appendix E of this Agreement.

11.2 Tier I soils will be excavated to a depth of to 30 cm if the soil is located on a flat or gently sloping area such as a gravel pad unless delineation testing indicates a lessor depth of contamination. In such a case, a suitable safety margin will be excavated. Where Tier I soils are located on slopes greater than 3:1 (horizontal:vertical), the contaminated soils will be excavated to a depth of up to 60 cm. After excavation, the area will be backfilled with sufficient clean fill to provide an effective layer over any remaining Tier I soils and to meet the requirement of clause 22 of this Agreement .

11.3 Tier I soils will be placed in a professionally engineered landfill where they may be used as intermediate fill.

11.4 During the pre clean-up delineation phase prior to going to tender for the clean-up, testing to determine the presence or absence of Tier II contaminated soil below the Tier I soils will be conducted.

12.0 Hydrocarbon Soils

12.1 Hydrocarbon contamination will be based initially on the measurement of Total

Petroleum Hydrocarbons (TPH) where the TPH value is greater than or equal to 2500 ppm. Should the soils contain Tier I or Tier II contamination, they will be treated in accordance with the relevant sections of this Agreement. These hydrocarbon areas will be identified on site as part of the pre-construction delineation testing.

12.2 Each contaminated area will be evaluated qualitatively by the EWG using the checklist outlined in Appendix J of this Agreement.

12.3 Where remediation is required, one of the following options will be used:

- aerating the hydrocarbon contaminated soil in place to reduce hydrocarbon contaminant concentrations
- use of hydrocarbon contaminated soil as intermediate fill within an engineered landfill
- landfilling in a Tier II Disposal facility
- bioremediation using a landfarming or bio-pile processes
- soil washing
- other equivalent technologies recommended by the EWG

12.4 Based on site specific conditions, the EWG will recommend the most appropriate of the remediation options outlined in clause 12.3 in accordance with section 4.3 of this Agreement. The appropriateness of the options will take into consideration the environmental sensitivity of the area. Factors which will be considered in the selection of the method are:

- type of contaminant (ie fuel or lubricating oil)
- total volume of hydrocarbon contaminated soils on site (mobilization costs, ability to treat the soil)
- concentration of hydrocarbons within the soil (effectiveness of treatment process)
- type of soil

13.0 Pre Clean-up Delineation and Confirmatory Soil Testing

13.1 A comprehensive pre clean-up delineation program will be designed to ensure that all contaminated soil and contaminated building material will be identified . DND

will investigate areas of concern identified by NTI and/or its representatives who will be on-site during the delineation work. Risk assessment consideration will be given to soils that act as sources of contaminants to nearby aquatic environments even if the contaminants are below the relevant DCC criteria. The method of delineation will follow the grid as set out in Appendix F of this Agreement.

- 13.2 Confirmatory testing of contaminated areas, other than Tier I soils, will be conducted after contaminated soils have been excavated. Confirmatory testing will be conducted in accordance with the protocol outlined in Appendix F of this Agreement.
 - 13.3 Should there be evidence to suggest that some contaminated areas were missed during the pre clean-up delineation work, these areas will be investigated in accordance with the pre clean-up delineation methodology.
 - 13.4 During the confirmatory testing phase, NTI may assign a qualified observer to the site.
 - 13.5 Appropriate quality assurance measures acceptable to the EWG will be taken to ensure the accuracy of all analytical work in the field or in laboratories.
- 14.0 Debris**
- 14.1 Debris will be collected and sorted into hazardous and non-hazardous components. Hazardous debris will be disposed of in accordance with Federal regulations. Non-hazardous debris will be buried in a professionally engineered landfill, provided there is a suitable location and sufficient gravel is available. Appendix C contains additional details concerning the destination of collected debris.
 - 14.2 All debris which is attributable to the operation of any DEW site and is within two metres of the surface at low tide or within two metres of the surface of an inland water body will be removed by DND.
- 15.0 Off Site Contamination and Debris**
- 15.1 Where there is reasonable evidence of additional off site contamination or debris

which, subject to clause 15.2, is attributable to the operation of a nearby DEW site, DND will undertake testing to determine the extent of the contamination in consultation with NTI and remediate the site in accordance with the relevant sections of this Agreement.

15.2 Should the evidence clearly demonstrate that other individuals or organizations have contributed significantly to the contamination or debris, then NTI and DND will endeavour to obtain the third Party (ies) agreement to contribute its pro-rated share of the investigation and clean-up costs before the investigation and clean-up commences. If the third party does not agree to pay their share of the costs, DND has the option, where practical, to clean up its share of the contamination, or in the alternative, waiting until there is third party agreement regarding payment of the investigation and clean-up costs. The investigation and clean-up will be in accordance with the clean-up protocol outlined in this Agreement.

15.3 NTI will endeavour to identify areas of concern prior to the delineation phase of the clean-up.

16.0 PCBs in Paint

16.1 PCBs in paint will be treated in accordance with applicable federal regulations. Changes to these regulations will be dealt with in accordance with section 25.1 of this Agreement.

17.0 Materials Containing Lead-based Paints

17.1 Materials containing lead-based paints will be placed in a professionally engineered landfill. Should regulations or guidelines be issued which direct otherwise, the implementation of this change will be dealt with in accordance section 25.1 of this Agreement.

18.0 Barrels

18.1 The testing and disposal of POL tank sludge, waste oil, petroleum products, antifreezing agents, solvents and barrels will be handled in accordance with the criteria as set out in Appendix G.

19.0 Borrow Material

- 19.1 DND will attempt to minimize new excavation of borrow materials required for the clean-up activities. Where possible, existing sources of borrow material will be used. All borrow areas will be regraded to match the surrounding topography.

20.0 Monitoring Program

- 20.1 The monitoring program will identify an actual or potential landfill failure. Remedial action will be undertaken if leachate is present at levels greater than the site specific baseline concentrations at the time of the landfill completion. Action taken as result of the monitoring program will ensure the integrity of the landfills and thereby the health of the Inuit is protected on a continuing basis.
- 20.2 Following the completion of the clean-up for a site, DND will commence a monitoring program in accordance with Appendix H of this Agreement.
- 20.3 The monitoring program will have three phases. The objective of each phase are identified in Appendix H.
- 20.4 Monitoring results will be communicated to both Parties in the form of a comprehensive report.

21.0 Research Proposals

- 21.1 NTI, on behalf of communities, may raise at the Steering Committee, items, including the need for hydrographic mapping, which could involve the requirement for research and investigation. These proposals will be discussed and evaluated at the Steering Committee. If the Steering Committee decides that the proposals are consistent with the objective of the clean-up which is to protect the environment from contaminants entering the food chain or involve direct DEW site related impacts which could cause significant economic impact, DND will fund the agreed upon research activities.
- 21.2 Where the proposals are broader in nature and not solely restricted to DND DEW