

site activities, DND will support NTI in seeking funding under other Government programs and/or initiatives and may contribute funding to the approved proposals.

- 21.3 Involvement of the Inuit in the research activities including training and technology transfer will be dealt with in an agreement dealing with economic provisions.

22.0 Site Restoration

- 22.1 All sites will be regraded to the extent possible to conform to the natural contours. The regrading will pay particular attention to hydrocarbon stained areas and wherever feasible these areas will be regraded so as to improve the aesthetics of the stained area.

23.0 Site Specific Clean-up Plan

- 23.1 DND will provide NTI with a site specific clean-up plan six months in advance of the clean-up of a particular site. NTI will review the plan to satisfy itself that the plan is in accordance with the requirements as set out in this Agreement. Any items of concern to NTI will be referred to the Steering Committee for resolution in accordance with section 4.3 of the Agreement prior to the issuance of any requests for bids by DCL. DCL, as the representative of the project proponent (DND), will be responsible for preparing all necessary submissions to obtain regulatory approval to proceed with the clean-up activity.

24.0 Liability and Indemnification

- 24.1 DND acknowledges and agrees that it has continuing responsibility and liability for the integrity of all landfills remaining on site. DND agrees that should there be evidence of potential or actual failure of a landfill, it will investigate the situation pursuant to the monitoring provisions of this Agreement.
- 24.2 Should there be evidence of contamination at the DEW Line site which exceeds the protocol as set out in this Agreement at the time of the signing of this Agreement and which cannot be attributed to a third Party then DND will undertake the clean-up.

- 24.3 DND agrees that nothing in this Agreement shall relieve the Crown or its agents either at present or in the future from complying with all applicable federal laws of general application. Changes to territorial law will be referred to the EWG which will make recommendations to the Steering Committee concerning the relevance of these changes to the clean-up.
- 24.4 DND agrees that it will be a condition of any sale or transfer of any of the lands comprising the DEW Line sites that the purchaser must assume DND's obligations under this Agreement with respect to the lands sold or transferred. It will also be a further condition of any such sale or transfer that the purchaser or transferee shall provide security for the performance of the assumed obligation and shall provide and maintain a letter of credit, surety bond, or other security in a form and amount mutually agreeable to the Parties.
- 25.0 **Amendments**
- 25.1 Should existing federal regulations or guidelines be amended, the EWG will examine the implementation of these changes or amendments taking account the special characteristics of the Arctic environment and make appropriate recommendations to the Steering Committee in accordance with section 4.3 of this Agreement.
- 25.2 The Protocol for confirmatory testing may be reviewed and adjusted on a site by site basis provided that a majority of the EWG are in agreement with the changes. Permanent or major changes will require the prior approval of the Steering Committee.
- 25.3 In the event that either Party wishes to amend the schedule as set out in Appendix A, it will provide the other Party with thirty (30) months written notice. If unforeseen event(s) occur which have a material impact on this schedule, the Parties will review these events and attempt to arrive at a mutually acceptable alternative.
- 25.4 Both Parties agree to review changes in technology and research studies which may have a bearing on this Agreement and discuss the need for changes resulting from these developments. The Steering Committee may task the EWG to investigate a particular technology pursuant to clause 4.1 (d) of this Agreement.

Recommendations of the EWG will be implemented in accordance with section 4.3.

25.5 If either Party wishes to make other changes to this Agreement, it will provide, in writing, six months notice of proposed changes. Any agreed upon amendments will be executed and attached as an appendix to this Agreement.

25.6 DND and NTI agree to consider amendments in an expeditious manner, particularly where the proposed amendments directly affects the conduct of a clean-up in progress or one which is scheduled to commence in the near term.

26.0 EWG Reports

26.1 All reports of the EWG will be available to provide additional information and guidance in the implementation of this Agreement. In the event of any conflicts or differences in interpretation of the EWG reports and this Agreement, this Agreement will prevail.

27.0 Notices

27.1 Where any Party is obliged or entitled to give any notice, request, approval, demand, consent, direction or other communication (ie Notice) to the other Party, such party shall first communicate the substance thereof personally or by telephone. However, such Notice shall not be sufficiently given until sent in writing to the addressees at the address below. Any Notice may be personally delivered or sent by registered mail or telefacsimile and will be effective upon receipt by the addressee.

27.2 Notices to DND will be sent to:

Director General Environment
National Defence Headquarters
101 Colonel By Drive
Ottawa, Ontario
K1A 0K2

DEW Line Clean-up
Environmental Provisions

27.3 Notices to NTI will be sent to:

1st Vice President
Nunavut Tunngavik Incorporated
Box 1041
Cambridge Bay
Northwest Territories
X0E 0C0

28.0 Termination of the Agreement

28.1 This Agreement will terminate on the later of December 31st, 2008 or when the clean-up work for the sites listed in Appendix A is completed or on such a date agreed to by the Parties in accordance with clause 25.3 of this Agreement.

28.2 Notwithstanding clause 28.1 of this Agreement, monitoring and any necessary remediation in accordance with section 20 of this Agreement will continue for twenty five (25) years after the termination of this Agreement.

28.3 At the end of twenty five years of monitoring following the termination of this Agreement, DND and NTI will negotiate a new agreement to specify the terms of any further monitoring (if required).

Director General
Environment
Department of National Defence

Dated

1st Vice President
Nunavut Tunngavik Incorporated

Dated

Witnesses

Project Manager
DEW Line Clean-up

Dated

President
Kitikmeot Inuit Association

Dated

President
Qikiqtani Inuit Association

Dated

DEW Line Clean-up
Environmental Provisions

Appendix A

Clean-up Schedule

Site*		Start Date	Completion Date
CAM M	Cambridge Bay	1998	1999
FOX 5**	Broughton Island	2001	2003
CAM 4**	Pelly Bay	2001	2003
FOX M/CAM 5	Hall Beach/Maclar Inlet	2002	2006
CAM 3	Shepard Bay	2002	2003
DYE M	Cape Dyer	2003	2006
CAM 2	Gladman Point	2003	2004
FOX 2/FOX 3	Longstaff Bluff/Dewar Lakes	2004	2008
CAM 1	Jenny Lind Island	2004	2005
PIN 4	Byron Bay	2005	2006
PIN 3	Lady Franklin Point	2006	2007
PIN 2	Cape Young	2007	2008

* Dates for the Baffin Sites are tentative pending resolution of economic and business issues

** The starting dates for CAM 4 and Fox 5 and the subsequent starting dates could be moved up pending the timing of the PCBs in paint decision by Environment Canada

Appendix B

Environmental Risk Assessment Matrix

Introduction

The matrix has been based on the CCME National Classification System for Contaminated Sites, and adapted to address the particular concerns of the Arctic environment. The matrix is divided into three categories of equal weight: contaminated source, pathways, and receptors. The interaction of these three elements results in environmental risk. Each category is assigned 50 points, which are distributed among several factors. Each of these factors has been made as specific as possible in order to reduce the subjectivity of the matrix to a minimum. In addition, each of the three main categories is assigned a highly subjective "special considerations" factor according to the method described in the CCME Classification System. As it is unlikely that any classification system could address all possible factors, a special considerations factor allows the user to increase or decrease the score "to emphasize important concerns about a site and should be used as an **exception rather than as a rule**" (CCME 1992, p.6-7).

The purpose of the matrix is to evaluate the environmental risk posed by landfills in their current condition and location. It is not suitable for determining the risk posed by a landfill post-closure, as most of the elements in the matrix would not change by the application of a remedial solution. It should also be recognized that monitoring is an integral part of the closure.

The next sections provide guidance to the EWG on the methodology and items to be considered when scoring the matrix. This section is followed by the actual matrix which is to be used in the scoring.

A. Contaminant Source

Five factors were considered under Contaminant Source to describe specific landfills, as follows:

- A.1 Landfill Extent
- A.2 Estimated Depth of Landfill
- A.3 Presence of Leachate
- A.4 Presence of Surface Contaminated Soil
- A.5 Presence of Surface Debris

A.1 Landfill Extent

Landfill areas will be based on the results of geotechnical/geophysical site surveys and visual observations. Those landfills with an area greater than 10,000 square metres will score 10 and those smaller landfills will be scored in proportion to their size relative to 10,000 square metres.

A.2 Estimated Depth

The estimated depth of a landfill is determined by visual inspection of surrounding topographic features. The average depth of the active layer will be used as a qualifier for the description of landfill depth, as this is generally the maximum depth of investigation. The depth of the active layer may range from one to two meters at these sites, depending on material type; therefore an average depth of 1.5 meters was used in the rating. Landfills with estimated depths of greater than 1.5 meters will score 5 and those with estimated depths of less than 1.5 meters will score less.

A.3 Presence of Leachate

Leachate provides evidence of contamination within landfill. Leachate can be defined as the presence of contaminants in water emanating from the landfill, but concentrations may be so low as to be difficult to detect. The presence of leachate can be better determined by the presence of contaminated soil at the toe of the landfill, indicating

chronic low levels of contaminants leaching from the landfill. All types of contaminants in leachate (PCBs, (Polychlorinated Biphenyls) TPH (Total Petroleum Hydrocarbons) or inorganics) are considered to be of equal concern, as indicators of contamination within the landfill.

In the scoring, leachate is considered to be either present or not; no interpolation of the score is used in this category.

A.4 Surface contaminated soil

Within each landfill, there is potentially a source of contamination. The presence of surface contaminated soil, like the presence of leachate, is an indication that the landfill contains contamination. The volume of contaminated soil is not taken into consideration; this provides a conservative approach in that a small amount of contaminated soil can trigger a high score. The presence of Tier II soils will trigger the highest score (15). Based on the hypothesis that each landfill potentially contains contaminants, 5 points are given to this subsection, even if no surface contaminated soils were identified.

A.5 Presence of surface debris

At some landfills surface debris is very extensive, while at others there is almost no debris. Scoring needs to be quantitative; therefore the percentage of the surface area of the landfill that is covered with debris is used as the basis for scoring. A landfill that has surface debris covering more than 50% of its surface receives a full score.