

SCREENING DECISION

October 14, 2003

Thomas Kudloo
Chairperson,
Nunavut Water Board
Gjoa Haven, NU X0B 1J0

Dear Mr. Kudloo:

RE: Screening Decision of the Nunavut Impact Review Board (NIRB) on Application:

NIRB: #03DN118

NWB: #NWB5FOD

Water License for FOX-3, Dewar Lakes Project

Authority:

Section 12.4.4 of the Nunavut Land Claim Agreement states:

Upon receipt of a project proposal, NIRB shall screen the proposal and indicate to the Minister in writing that:

- a) the proposal may be processed without a review under Part 5 or 6; NIRB may recommend specific terms and conditions to be attached to any approval, reflecting the primary objectives set out in Section 12.2.5;
- b) the proposal requires review under Part 5 or 6; NIRB shall identify particular issues or concerns which should be considered in such a review;
- c) the proposal is insufficiently developed to permit proper screening, and should be returned to the proponent for clarification; or
- d) the potential adverse impacts of the proposal are so unacceptable that it should be modified or abandoned.

Primary Objectives:

The primary objectives of the Nunavut Land Claims Agreement are set out in section 12.2.5 of the Land Claims Agreement. This section reads:

In carrying out its functions, the primary objectives of NIRB shall be at all times to protect and promote the existing and future well-being of the residents and communities of the Nunavut Settlement Area, and to protect the ecosystemic integrity of the Nunavut Settlement Area. NIRB shall take into account the well-being of the residents of Canada outside the Nunavut Settlement Area.

The decision of the Board in this case is 12.4.4 (board decision)

Reasons for Decision:

NIRB's decision is based on specific considerations that reflect the primary objectives of the Land Claims Agreement. Our considerations in making this decision included:

- impact to water quality, aquatic habitat, wildlife and fish populations;
- storage and disposal of chemicals, fuel, garbage, sewage, and gray water, and impact of these on the ecosystem;

Terms and Conditions:

That the terms and conditions attached to this screening report will apply.

Water

1. The Licensee shall ensure that fresh water for domestic purposes is obtained from Windy Lake.
2. The Licensee shall ensure that all water intake hoses are equipped with a screen with an appropriate mesh size to ensure that there is no entrapment of fish.
3. If operations require water in sufficient volume that the source waterbody may be drawn down, please submit details (volume required, size of waterbody, etc.) to DFO for review. DFO does not recommend the use of streams as a water source.

Fuel and Chemical Storage

4. The Licensee shall ensure that fuel storage containers are not located within thirty-one (31) metres of the ordinary high water mark of any body of water.
5. The Licensee shall ensure that any chemicals, fuels or wastes associated with the project do not spread to the surrounding lands or enter into any water body.
6. The Licensee shall take all reasonable precautions to prevent the possibility of migration of spilled petroleum fuel or chemicals over the ground surface.
7. The Licensee shall examine all fuel and chemical storage containers daily for leaks. All leaks should be prepared immediately.
8. The Licensee shall seal all container outlets except the outlet currently in use.
9. The Licensee shall mark all fuel containers with the Licensee's name.
10. The Licensee shall dispose of all combustible waste petroleum products by incineration and removal from the site.
11. The Licensee shall have an approved emergency response and spill contingency plans in place prior to the commencement of the operation.
12. The Licensee shall immediately report all spills of petroleum and hazardous chemicals to the twenty-four (24) hour spill report line at (867) 920-8130.

Waste Disposal

13. The Licensee shall not discharge or deposit any refuse substances or other waste materials in any body of water, or on the banks thereof, which will impair the quality of the waters of the natural environment.

14. The Licensee, prior to the discharge of fluids from any sump, shall carry out an analysis of the fluid in a manner prescribed by the NWB.
15. The Licensee shall treat greywater and sewage according to the terms and conditions outlined in the NWB approval.
16. The Licensee shall incinerate all combustible and food wastes daily. The Licensee shall use as a minimum incineration method a 45 gallon drum modified to form a more efficient incinerator.
17. The Licensee shall keep all garbage and debris in a covered metal container until disposed of.
18. The Licensee shall ensure that all wastes generated through the course of the operation are backhauled and disposed of in an approved dumpsite.
19. The Licensee shall deposit all scrap metal, discarded machinery and parts, barrels and kegs, at an approved disposal site.

Wildlife

20. The Licensee shall ensure that there is no damage to wildlife habitat in conducting this operation.
21. The Licensee shall not feed wildlife.
22. That the Licensee shall ensure that there is no hunting by employees of the company or any contractors hired.
23. The Licensee shall ensure compliance with Section 36 of the Fisheries Act, which requires that no person shall deposit or permit the deposit of a deleterious substance on any type in water frequented by fish or in any place under any conditions where the deleterious substance may enter such a water body.
24. The harmful alteration, disruption or destruction of fish habitat is prohibited under Section 35 of the Fisheries Act. No construction or disturbance of any stream/lake bed or banks of any definable watercourse is permitted unless authorized by DFO.

Environmental

25. The Licensee shall ensure that the land use area is kept clean and tidy at all times.
26. The Licensee shall not do anything that will cause erosion of the banks of any body of water on or adjacent to the land and shall provide necessary controls to prevent such erosion.
27. The Licensee shall be required to undertake any corrective measures in the event of any damage to the land or water as a result of the Licensee's operation.
28. The Licensee shall adopt such measures as required to control erosion by surface disturbance.
29. Energy diffusers, plastic sheeting, filter cloth and/or straw bales should be installed as required to provide filtering and avoid scouring and sedimentation at the outfall area.

Structure & Storage Facilities

30. Any stockpiled or permanently removed materials should be stored and stabilized away from any watercourse.
31. The Licensee shall locate all structures and storage facilities on gravel, sand or other durable land.

32. The Licensee may only stockpiles in areas designated
33. The Licensee shall use existing housing and operational facilities.

Archaeological Sites

34. The Permittee shall follow all terms and conditions for the protection and restoration of archaeological resources as outlined by the Department of Culture, Language, Elders and Youths (CLEY) in attached letter.

Reclamation

35. The Licensee shall complete all clean-up and restoration of the lands used prior to the expiry date of the permit.
36. The Licensee shall undertake ongoing restoration for any land or improvements which are no longer required for the Licensee's operation on the land.

Other Recommendations

1. NIRB would like to encourage the proponent to hire local people and services, to the extent possible.
2. NIRB strongly advises proponents to consult with local residents regarding their activities in the region, and do community consultation on the project to keep the communities informed.
3. Any amendment requests deemed by NIRB to be outside the original scope of the project will be considered a new project.
4. The Environmental Protection Branch (DOE), Department of Fisheries and Oceans (DFO), Nunavut Impact Review Board (NIRB), and the Nunavut Water Board (NWB) should be advised of any material changes to plans or operating conditions associated with the project.

Validity of Land Claims Agreement

Section 2.12.2

Where there is any inconsistency or conflict between any federal, territorial and local government laws, and the Agreement, the Agreement shall prevail to the extent of the inconsistency or conflict.

Dated _____ at Arviat, NU

Elizabeth Copland, Chairperson