

## 5.10 HERITAGE RESOURCES

- .1 DEW Line sites are often located in areas which have been seasonally settled or visited by Inuit over the past 1,000 years; by their Palaeo-Eskimo predecessors for as many as three thousand years before the Inuit; and by Europeans and Eurocanadians over the past four centuries. Archaeological sites and recent camps and cemeteries exhibiting evidence of the presence of former occupants have been found on or adjacent to all of the DEW Line stations. Many of the sites have been disturbed by previous DEW Line activities. The traditional and scientific value of heritage resources is greatly diminished if they are disturbed or moved. Archaeological sites in the Nunavut Territory are protected by law, and disturbance of archaeological sites and collection of archaeological specimens is prohibited except under the terms of an archaeological research permit.
- .2 The PIN-3 site area is of high archaeological potential. Nine archaeological sites have been recorded at PIN-3. The location of these sites is indicated on the Contract Drawings. Mark the visible boundary of sites in the area of work activities and avoid these areas during the cleanup operations.
- .3 Obtain a generic pamphlet from the regulatory authorities for use at the site, which illustrates typical site and artifact types, and describes procedures to follow in the event of encountering an archaeological site.
- .4 In the event that heritage resources are discovered during clean up activities, the following procedures apply:
  - .1 Report discovery of archaeological site or artifacts immediately to the Engineer.
  - .2 Do NOT disturb archaeological sites or artifacts discovered and cease work in that area until appropriate authorities are notified.
  - .3 Report all archaeological finds in accordance with Section 7.4 of this EPP.
  - .4 Do NOT resume activities in the vicinity of the find until confirmation and direction from appropriate authorities is received.

- .5 Reports of archaeological sites found shall include:
  - .1 the identity of the person making the discovery;
  - .2 description of the site location, including topography, landmarks, etc.;
  - .3 the nature of the activity resulting in the discovery;
  - .4 description of the archaeological site, including size, features, or details visible, supplemented by sketches or photographs;
  - .5 actions currently taken to protect the archaeological features; and
  - .6 extenuating circumstances.
- .6 All personnel are to be discouraged from visiting archaeological and other heritage sites.

## 6.0 Environmental Inspection

### 6.1 GENERAL

- .1 As part of its overall commitment to a strategy of environmental protection and quality assurance, the Owner intends to employ a dedicated environmental inspection staff to monitor its own compliance with the EPP and all applicable laws, regulations, permits, guidelines and standards.
- .2 The environmental inspection staff will be a part of the DEW Line Clean Up Project Management Office (PMO). The PMO has been formed as per the Terms of Reference of the Memorandum of Understanding between the Director General Environment and Defence Construction Canada (DCL).
- .3 The Owner will be represented at the site by the Engineer who will report to the DCL Contract Manager. Environmental inspection staff at each site will report to the Engineer.
- .4 The Contractor will maintain regular contact with the environmental inspection/ Quality Assurance team. This will include, but is not limited to:
  - attendance at regular meetings as scheduled with the inspector;
  - immediately reporting concerns over any aspect of this EPP; and
  - immediately reporting any spills or other event that may have an effect on human or environmental health and/or safety.

## 7.0 Contingency Plans

### 7.1 GENERAL

- .1 The following generic contingency plans present the prescribed course of action to be followed in the case of unanticipated events during clean up such as fuel or chemical spills, potentially dangerous wildlife encounters, and the discovery of heritage resources. As well, a Contingency Plan, prepared as per the Northwest Territories Water Board *Guidelines for Contingency Planning*, has been prepared and included in an Annex to the EPP. The plans will enable persons in a particular contingency situation to maximize the effectiveness of the environmental protection response and meet all regulatory requirements for reporting to the appropriate authorities.
- .2 Submit to the Engineer for approval detailed spill contingency plans for the site. Identify response capabilities by detailing response times, and types and volumes of spills to which the Contractor can respond. The following information is required as a minimum:
  - .1 a description of pre-emergency planning;
  - .2 personnel roles, lines of authority and communication;
  - .3 emergency alerting and response procedures;
  - .4 evacuation routes and procedures, safe distances and places of refuge;
  - .5 emergency phone numbers;
  - .6 directions/methods of getting to the nearest medical facility;
  - .7 emergency decontamination procedure;
  - .8 emergency medical treatment and first aid;
  - .9 emergency equipment and materials;
  - .10 emergency protective equipment;
  - .11 procedures for reporting incidents; and
  - .12 spill response and containment plans for all materials which could potentially be spilled.

## 7.2 FUEL AND HAZARDOUS MATERIAL SPILLS

- .1 The objective of the fuel-related contingency plan is to protect the environment and human health by minimizing the impacts of spill events through clear and concise instructions to all personnel.
- .2 A variety of fuels and other hazardous materials may be in use at the PIN-3 site during clean up. The greatest volumes will likely involve Arctic diesel fuel. Other substances such as acids, solvents, lubricants, hydraulic fluid, antifreeze, fuel additives and engine coolants also pose potential environmental and safety hazards. For simplicity, POL and minor chemical spills will be considered together. As chemicals are usually stored and transferred in barrels of 205 litres or smaller capacity, any spill quantity is likely to be small.
- .3 Based on the hazardous materials identified for disposal, Emergency Response Plans (ERPs) are not required during transport under the TDG regulations. If materials identified for disposal are listed on Schedule XII of the TDG regulations and are in volumes exceeding those specified in that schedule, register an ERP with the Director General of the Transport of Dangerous Goods Directorate. The ERP is to contain information such as the nature and risks of the particular dangerous good and contact names and numbers for emergency assistance.
- .4 If a spill or a dangerous occurrence is discovered during transport in excess of those volumes listed in Part 9, Table 1 of the TDG regulations, the person who has management or control of the goods at that time must immediately notify the Emergency Authority in the province where the occurrence took place. The appropriate authorities are listed in Part 9, Table 2 of the TDG regulations. The person must also notify his/her employer, the owner of the vehicle on which the goods were carried, and the owner of (consigner) the dangerous goods. The person's employer is then required to issue a written report to the Director General within 30 days of the occurrence in the form detailed by the TDG regulations.
- .5 The most common pollution incidents will probably involve spills of arctic diesel or aircraft fuel onto land or water resulting from:
  - human error during transfer operations between holding tanks;
  - rupture of lines, tanks, valves, dykes or barrels from deterioration or damage;
  - seepage from fittings or valves;
  - accidental spills during POL transport via vehicle or aircraft; and
  - equipment failure.

- .6 A person in control of a substance at the time of a spill shall report the spill via the appropriate spill response line. Quantities of substances which represent "a spill" are listed in Schedule B of the Nunavut Spill Contingency and Reporting Regulations. Advise the Engineer of all spills.
- .7 In the event of a spill, protection of human health and safety is paramount. Contamination of personnel involved in clean up is a real possibility as is contamination of the surrounding workplace and environment.
  - .1 The individual discovering a spill shall:
    - .1 Warn people in the immediate vicinity and evacuate the area if necessary.
    - .2 Identify the spilled material if possible, and take all safety precautions before approaching it.
    - .3 Attempt to immediately stop the leakage and contain the spill, if safe to do so.
    - .4 Report to the Engineer the spill location, type of material, volume and extent, status of spill (direction of movement), and prevailing meteorological conditions.
    - .5 In the event of a shoreline spill, provide information about beach location, contaminated area, beach characteristics, presence of wildlife and archaeological sites which might be threatened.
  - .2 Both the Contractor and the Engineer have specific responsibilities in responding to a spill event. These are described as follows:
    - .1 Contractor's Responsibilities:
      - .1 Ensure response crew members are appropriately trained.
      - .2 Practice spill prevention by performing regular maintenance on all POL systems, and by using proper methods for the handling of POL products.
      - .3 Provide personnel, materials, and equipment necessary for adequate response to POL and hazardous material spills.
      - .4 Establish communications and verbally report all spills to the Engineer as soon as practical.
      - .5 Isolate and eliminate all ignition sources.
      - .6 Ensure safety and security at the spill site.
      - .7 Stop or reduce discharge, if safe to do so.

- .8 Make every effort to contain the spill by dyking with earth or other barriers on land and containment booms on water.
  - .9 Assess potential for fuel/chemical recovery.
  - .10 Deploy on-site crews to mobilize pumps, empty 200 L drums, hand tools and absorbents to the spill site.
  - .11 Request assistance, if required, from DND (through the Engineer) and the Canadian Coast Guard.
  - .12 Hire additional assistance, if required, from northern residents, local communities, and commercial spill response firms.
  - .13 Follow all guidelines and regulations for disposal of spilled materials, associated debris, contaminated soil and water as established by appropriate government agencies.
  - .14 Assess potential terrain and wildlife disturbance, erosion and archaeological site disturbance in any areas to be affected by clean up operations and contact relevant authorities.
  - .15 Document all events/actions.
  - .16 Report the spill to the Spill Report Line and follow up with a written spill report. This report shall summarize the initial report information; confirmation of spill volume; actions taken; future remediation/monitoring requirements; and a sketch map and/or photographs of the spill area.
  - .17 For spills on water, immediately mobilize additional containment and clean up equipment in consultation with the Coast Guard, Environment Canada and Fisheries and Oceans Canada if on-site equipment is inadequate. Close isolation valves to stop fuel flow, if required. Deploy light weight booms and oil absorbent materials to protect environmental resources along the coastline, as applicable. Track progress of spill, if of unknown origin, and report spills as described in Clause 7.2.7.6 below.
- .2 Engineer's Responsibilities:
- .1 Commit resources, as required, to respond to and clean up a spill.
  - .2 Supervise containment, clean up and restoration operations.
  - .3 Document all events/actions.
  - .4 Notify appropriate government agencies using the contact list

- .3 The final decision on clean up methods will be made by Environment Canada at the time of the notification of the spill.
- .4 The selected clean up methods shall:
  - .1 minimize danger to persons and wildlife;
  - .2 minimize danger to property;
  - .3 minimize water pollution;
  - .4 minimize the area and degree of disturbance to land and water surrounding the spill during clean up; and
  - .5 minimize environmental impacts of the spill.
- .5 The following general clean up procedures shall apply.
  - .1 Wear protective clothing as required for handling spills.
  - .2 Contain spills on soil or rock by constructing earthen dykes using available material. If soil is not available, place sorbent material or boom in path of spill. As the sorbent barrier becomes saturated, continually replace it. Fuel or liquids lying in pools, trenches or in specially constructed troughs are to be removed with pumps, buckets or skimmers.
  - .3 If ground is snow covered, create snow dykes and line with polyethylene liner for containment and recovery of ponded fuel.
  - .4 For spills on water, deploy containment booms and recover as much fuel as possible with a work boat and skimmer if the area has less than 1/10 ice cover. If the area is ice infested, burn any fuel spills using igniters.
  - .5 Apply sorbents, if necessary.
  - .6 Assess potential for disturbance of wildlife, fish, and archaeological sites by spill or clean up operations and notify the relevant authorities.
  - .7 Notify environmental authorities to discuss disposal and clean up options.
  - .8 Conduct required clean up operations.
  - .9 Assess and appropriately treat any areas disturbed by clean up activities.
  - .10 Ensure the site has been completely restored and leave the site only when all work is finalized.
- .6 Report spills immediately on the 24 Hour Spill Report Line (867) 920-8130. Prepare a written spill report and submit it to the Engineer and the supervisor of the Spill Report Line (Arctic Alarm and Communications) who shall forward copies to DIAND and Environment Canada.



- .7 Include the following specific information when reporting a spill:
  - .1 report date and time of spill;
  - .2 location and map coordinates (if known) and direction of spill movement;
  - .3 party responsible;
  - .4 product identification and quantity spilled;
  - .5 conditions at the spill site including weather, depth of snow cover, proximity of spill to bodies of water, wind speed and direction, and wave height (for marine spills);
  - .6 cause of spill;
  - .7 whether the spill has terminated or is continuing;
  - .8 extent of contaminated area;
  - .9 factors affecting spill recovery;
  - .10 containment measures;
  - .11 response actions to date;
  - .12 request for assistance;
  - .13 hazards and dangers;
  - .14 comments and recommendations;
  - .15 name of the person reporting the spill; and
  - .16 name of the person to whom the spill is reported.

### **7.3 WILDLIFE ENCOUNTER**

- .1 Polar bear and grizzly bear occurrences are rare in the vicinity of the PIN-3 site. However, bears are a potential hazard to workers at all times and the situation can be aggravated by the presence of any substance that a bear perceives to be food.
- .2 EMPLOY DEDICATED BEAR MONITORS AT ALL TIMES DURING CLEAN UP OPERATIONS.
- .3 Be familiar with bear deterrent procedures and ensure that at least one designated staff member is competent with the camp firearms. Be familiar with the GNWT "Safety in Bear Country" manual and make available a reference copy at the site office.

- .4 Operators of vehicles and equipment shall make every effort to avoid encounters with large mammals. Congregations of animals near food or garbage are a potential problem which can be overcome by proper disposal of food wastes. Concentrations of scavenging animals such as wolves, foxes and bears increase the risk of diseases, particularly rabies, and danger to personnel. The following precautions and actions are to be taken at each site:
  - .1 The killing of wildlife for any reasons at variance with the Wildlife Act and regulations is an offence. Coordinate procedures for handling wildlife problems and incidents with the regional Government of Nunavut (GN) wildlife office.
  - .2 Advise personnel to maintain watch for bears and immediately report any sighting to the Engineer. Immediately notify all personnel of the sighting. If the threat of attack is considered significant, assign a full time bear monitor to the specific areas or activities at risk.
  - .3 Use vehicles, noisemakers and, if necessary, a firearm to frighten the bear away from the site.
  - .4 Shoot the bear only if the bear returns repeatedly, refuses to leave and directly threatens human safety. Killing is considered a last resort and, if at all possible, contact the appropriate wildlife officer and alert them to the problem. If a bear is to be shot, assign the task only to a person familiar with and competent with the camp firearm. Wounded or otherwise aggravated bears can be extremely dangerous.
  - .5 Report the death of a bear to the Engineer and the appropriate GN wildlife officer who will issue instructions as to disposal of the carcass and the formal reporting procedures to be followed.
  - .6 Due to the possibility of rabies, shoot any animal which bites a human and retain the carcass intact pending instructions from the appropriate wildlife officer. If possible, notify the wildlife officer before any drastic action is taken. Seek medical advice from the appropriate medical facility for treatment of animal-inflicted wounds.

#### **7.4 HERITAGE RESOURCES**

- .1 Avoid all archaeological sites at the PIN-3 site during clean up activities.
- .2 Unrecorded archaeological sites containing such remains as habitation structures, hunting blinds, food caches and graves, and objects such as tools, utensils and butchered animal bone may be inadvertently discovered and disturbed during clean up activities. All site personnel are prohibited from knowingly disturbing any archaeological or other heritage site or collecting any artifacts. Removing artifacts is a criminal offence.

.3 In the event of finding heritage resources:

- .1 Cease site work immediately in the area; do NOT remove any artifacts or other associated objects from the site unless their integrity is threatened in any way.
- .2 Mark the site's visible boundaries and avoid the area during clean up activities.
- .3 Report the discovery of the site immediately to the Engineer and the Prince of Wales Northern Heritage Centre by phone or fax and comply with any site protection instructions issued. Do not engage in any archaeological excavation activities.
- .4 Prepare reports of any discovery for the respective regulatory authority and DND/PMO indicating:
  - the identity of the person making the discovery;
  - the nature of the material;
  - the nature of the activity resulting in its discovery;
  - the location of the find including a description of the site location, topography, landmarks, etc.
  - a description of the archaeological site including size, features or details visible, supplemented by sketches or photographs;
  - protection measures instituted;
  - the present location of any heritage material removed for safekeeping; and
  - extenuating circumstances.

## 7.5 KEY CONTACT LIST

.1 24 Hour Spill Report Line

- .1 In the event of a spill, contact the 24 Hour Spill Report Line and provide with all the relevant details.
  - Telephone: (867) 920-8130 Fax: (867) 873-6924.
- .2 Environment Canada, as lead agency shall then be contacted by officials to ensure the appropriate response. The lines are staffed 24 hours a day and can also be used to coordinate a response in the event of a non-spill emergency outside of normal working hours.

.2 Other Contacts

- .1 In the event of a non-spill emergency (e.g. related to wildlife, fisheries, heritage resources, etc.) contacts are provided in Table 7.1 and Sections 7.2 and 7.3. The Site Use Restrictions outlines non-interference requirements with other operations on site. If any clean up or associated operations adversely affect the North Warning System Operations, they should be contacted immediately at (613) 922-9743.

.3 PMO Contacts

All significant events should be reported to the Project Management Office in Ottawa. Key contacts are as follows (Fax number is 613-998-1061):

- Contract Manager - Shawn Helmersen (613) 998-4511
- Environmental Officer – Suzanne Fontaine (613) 991-9358
- Project Manager – Pete Quinn (613) 998-9523
- Deputy Project Manager - Scott Munn (613) 990-9641

**Table 7.1: Contacts for Resource Interests**

Resource	Location	Agency	Phone No.	Fax No.
Land Use	Iqaluit	Indian and Northern Affairs	(867) 979-4405	(867) 979-6445
Fisheries, Marine Mammals	Iqaluit	Fisheries and Oceans Canada	(867) 979-8000	(867) 979-8039
Wildlife	Iqaluit	Department of Sustainable Development	(867) 975-5902	(867) 975-5980
Migratory Birds	Yellowknife	Canadian Wildlife Service	(867) 669-4700	(867) 873-8185
Heritage Resources	Iqaluit	Inuit Heritage Trust	(867) 979-0731	(867) 979-6700

## **APPENDIX F SITE USE RESTRICTIONS**

**DEW LINE CLEAN UP PROJECT  
PIN-3 LADY FRANKLIN POINT, NUNAVUT**

**SITE USE RESTRICTIONS**

**1.0 PURPOSE**

- 1.1 The purpose of these restrictions is to ensure that while DEW Line Clean Up (DLCU) activities are underway at the PIN-3 LRR site (the Lady Franklin Point Long Range Radar site), there will be no interference with ongoing operations of the North Warning System (NWS).

**2.0 GENERAL CONDITIONS**

- 2.1 This NWS site, while the property of Department of National Defence (DND) and the responsibility of North Warning System Office (NWSO), is in the custody of the NWS Operation and Maintenance (O&M) Contractor, presently Nasittuq. It is O&M Contractor personnel who operate and maintain the site. Their rules and regulations concerning conduct, posted on site, must be obeyed. Failure to comply with these procedures, regulations and rules will result in expulsion from the site.
- 2.2 The PIN-3 LRR site is not operational. During the conduct of the DLCU project at this location the Site Engineer is the representative of the Department and de facto representative of the NWS O&M Contractor.
- 2.3 Access to the structures, which will be retained for use by the NWS, by the DLCU Contractor is not allowed without the express approval for unaccompanied access granted by NWSO.
- 2.4 The DLCU Contractor will respect all NWS installations in the vicinity of the work and confirm the condition of existing facilities with the Site Engineer.
- 2.5 The DLCU Contractor shall make good any damage resulting from Contractor's use of any access roads or working areas on the site. The DLCU Contractor shall plan his work so that all site accesses are kept open during construction.
- 2.6 The DLCU Contractor must use the site in strict accordance with this document, the North Warning System Environmental Protection Manual, the contract specifications, and the NWS LSS Manager's briefing.
- 2.7 The DLCU Contractor must not unreasonably encumber the site with materials or equipment, and must store products and equipment in a manner which will not interfere with operations of the NWS station or unrestricted access to the airstrip, or the helipad.

- 2.8 The DLCU Contractor will provide all temporary facilities including the design, supply, construction, maintenance, operation and removal of the facilities and services required to support the clean up of the site. The DLCU Contractor may choose to upgrade and use those buildings scheduled for demolition as part of his construction camp.
- 2.9 Temporary facilities shall be provided as specified at the work site, and any other location where temporary facilities are essential to the work. Temporary facilities shall meet the requirements of Federal, Territorial and local authorities having jurisdiction.

### **3.0 COMMUNICATIONS**

- 3.1 The point of contact for the NWS and the NWS O&M Contractor at PIN-3 is the Cambridge Bay LSS Manager (NWS Logistics Support Site – Cambridge Bay) who is responsible for all NWS and NWS O&M contractor activities on site. It is imperative that this person be aware of all activities occurring at the site.
- 3.2 The point of contact for the NWSO (North Warning System Office, Ottawa) is the NWS OPI (North Warning System, Office of Primary Interest) for the DLCU Project. Contact between the DLCU Project and the NWS OPI shall be maintained through the Site Engineer.
- 3.3 Radio, telephone and fax communications are the responsibility of the DLCU project and the DLCU project contractor.

### **4.0 PROCEDURES FOR THIRD PARTY SUPPORT**

- 4.1 Third Party Support (TPS) includes all meals, accommodations, equipment, facilities (laboratory and office space), response to requests (such as response to a request to connect the DLCU Contractor's power cables to site power) and required inspections of the site and equipment required by these Site Use Restrictions.
- 4.2 TPS may be provided on the condition that it does not interfere with normal site operations, and after a complete and accurate TPS request has been submitted and approved. All costs associated with the provision of TPS are the responsibility of the DLCU project.
- 4.3 All TPS requests must be provided through the Site Engineer.
- 4.4 Requests for TPS will be reviewed by NWSO and forwarded to the NWS O&M Contractor for action.
- 4.5 The DLCU Project must submit a yearly forecast of TPS requirements not later than 120 days prior to the anticipated start of the construction season, and must provide a monthly update of these requirements when changes are required.

- 4.6 The yearly forecast shall include:
- a) number, type and intended use of equipment and vehicles;
  - b) the anticipated time and duration of the requirement;
  - c) the number of persons anticipated; and
  - d) the nature of TPS required (meals, accommodation etc.).
- 4.7 NWSO will authorize, deny or amend the request and inform the Site Engineer of this information.
- 4.8 Even if no support is anticipated, notification to NWS by the project office must be submitted and approved before the Contractor accesses the site. The names of all personnel, the duration and the purpose of the visit must all be specified in the notification. Further, the Contractor must comply with all NWSO policies in order for access to site to be granted.
- 4.9 Where unanticipated or emergency TPS is required, the Site Engineer shall provide the TPS request directly to NWS O&M contractor TPS coordinator with a copy to the Cambridge Bay LSS Manager for consideration and action. The request is to be faxed directly to Ms. Debbie Morris at (613) 787-9637 or e-mailed to [menan.fikak@nasittuq.com](mailto:menan.fikak@nasittuq.com), with a copy to NWSO c/o Capt. Robert Goulet, (613) 998-9261 or (613) 998-9235.
- 4.10 DND flights for freight or use of NWS contracted flights are not available. Contractor shall arrange the transportation of personnel and equipment through commercial facilities.

## **5.0 VEHICLES AND EQUIPMENT SUPPORT FROM NWS SITE**

- 5.1 There are no vehicles or equipment available for the Contractor's use at the PIN-3 site.

## **6.0 BRIEFING ON YEARLY COMMENCEMENT AND COMPLETION OF WORK**

- 6.1 Prior to the start of clean up activities, and at the end of each seasons operations, the clean up site and facilities will be inspected by the Site Engineer, the DLCU Contractor and representatives of the NWS, and the NWS O&M Contractor.
- 6.2 At the beginning of each clean up season, prior to the start of any clean up activities, the Site Engineer will arrange for a briefing of all Contractor's personnel by the NWS O&M Contractor. This briefing will cover on site rules, security and safety regulations. When a significant change in personnel occurs, the DLCU Contractor is to request this briefing through the Site Engineer for new personnel.
- 6.3 The Site Engineer will arrange regular meetings with the DLCU Contractor and the NWS LSS Manager to discuss site operations, change of plans and resolve problems. As necessary, this meeting will be conducted via telephone.



## **7.0 ACCESS TO SITE STRUCTURES**

- 7.1 Although the DLCU Contractor is not anticipated to work within any operation zone and security zone, it should be noted that certain areas on NWS sites area are identified as operation zone and security zone. Warning signs indicating these areas are posted in all operation zones and security zones. The DLCU Contractor is absolutely forbidden to enter these areas unless explicit authorization to do so is given. Violators will be removed from the site and may be charged under the National Defence Act.

## **8.0 TEMPORARY FACILITIES**

- 8.1 The Contractor will provide all temporary facilities consisting of the design, supply, construction, maintenance, operation and removal of the facilities and services required to support the clean up of the site.
- 8.2 All temporary structures placed at PIN-3 shall meet with the approval of the Cambridge Bay LSS Manager with regards to safety and location to ensure non interference with normal site operations.

## **9.0 USE OF CONSTRUCTION EXPLOSIVES**

- 9.1 No blasting will be carried out without the approval of the NWSO.
- 9.2 Blasting may be required in order to assist in the excavation of new landfills. Fully correct procedures and notifications are to be carried out at any blasting location.
- 9.3 The DLCU Contractor will provide a detailed plan of all anticipated blasting at least 30 days prior to the beginning of each construction season during which blasting will occur.
- 9.4 At the start of each week, the DLCU Contractor will submit a proposed schedule of blasting activities for the week to the Site Engineer who will in turn forward the schedule to Cambridge Bay LSS Manager.
- 9.5 Prior to each blasting operation, the DLCU Contractor will notify the Site Engineer and Cambridge Bay LSS Manager to ensure that equipment is damped out to prevent damage to the equipment from the blasting operations. Following the blast, the DLCU Contractor will advise the Site Engineer and Cambridge Bay LSS Manager that the blasting is complete.

## **10.0 FUEL**

- 10.1 No fuel is available for the DLCU Contractor from NWS supplies at PIN-3.
- 10.2 Tanks which have been identified for demolition are not considered part of the NWS infrastructure. The tanks identified for demolition are empty or may have residual volumes of fuel. Any residual fuel is available to and the responsibility of the DLCU Contractor at the start of the contract.
- 10.3 Should the DLCU Contractor require fuel to be transferred into or out of NWS POL tanks, it shall be performed by the NWS O&M Contractor's personnel.

## **11.0 PIN-3 FUEL TRANSFER**

- 11.1 The fuel transfer for PIN-3 will take place sometime during the construction season. The DLCU contractor must not interfere with the operation of this transfer.

## **12.0 SPILL RESPONSE**

- 12.1 The DLCU Contractor is required to provide all necessary POL spill response and clean up materials and equipment. A limited amount of NWS spill materials and equipment stored on site may be provided to respond to an emergency request over and above the capability of the DLCU contractor. Where NWS spill clean up materials stored on site are provided, the contractor shall replace the materials used as soon as practical (i.e.: on the next available flight into the site).
- 12.2 All spills are to be reported immediately to the Cambridge Bay LSS Manager.

## **13.0 ELECTRICAL POWER**

- 13.1 Power for the Contractor's use is not available from the existing NWS site facilities.
- 13.2 The DLCU Contractor is to install, maintain and remove temporary lines to the satisfaction of the Site Engineer.

## **14.0 WATER**

- 14.1 Water supply is available from the existing water supply lake. Contractor will haul its own drinking water supply. Treatment to ensure the quality of drinking shall be the responsibility of the DLCU Contractor. Water for barrel washing and other clean-up activities will be hauled by the Contractor.

## **15.0 PROJECT GARBAGE AND SEWAGE**

- 15.1 The DLCU Contractor is responsible for the collection and disposal of all garbage and sewage generated from temporary facilities brought to the site for the duration of the project.

## **16.0 USE OF ALCOHOL ON NWS SITES**

- 16.1 All NWS sites are dry sites. Alcohol and/or illegal drugs are not permitted.

## **17.0 HAZARDOUS AREAS**

- 17.1 Due to the nature of electronic equipment, radiation and high voltage hazards exist in certain areas of the NWS structures. Care should be taken to observe posted regulations concerning these hazards.
- 17.2 There are no human health hazards caused by working in the vicinity of NWS radar sites due to the type and power of electronic emissions from the radars.

## **18.0 HUNTING/FIREARMS AND FISHING**

- 18.1 Hunting is not permitted at any of the sites. Personal firearms are not permitted on site. The only firearms allowed on site shall be for protection from bears by the designated bear monitors. Fishing is permitted with a valid licence and in strict accordance with existing regulations.

## **19.0 PHYSICAL**

- 19.1 NWS sites are located at remote locations. Personnel who are in need of medical facilities or suffering from a condition that requires a frequent dosage of medication to maintain proper mental and/or physical health should not work at NWS sites.

## **20.0 PROTECTION OF WORK**

- 20.1 Prior to shutting down of the construction camp and work at the end of each construction season, the DLCU Contractor shall provide information indicating measures taken to protect unfinished works, the manner and location in which materials and equipment are stored, and the location and condition in which temporary camp facilities are left on site.

## **21.0 SITE SECURITY**

- 21.1 The DLCU Contractor shall be responsible for the safety and security of his personnel, material, equipment and work, whether the equipment is made available to the DLCU Contractor from NWS site as part of on-site support or belongs to the DLCU Contractor.

## **22.0 ACCESS TO HELIPAD**

- 22.1 Complete and unrestricted access to the site helipad, including approaches to helipad must be maintained at all times.

**APPENDIX G**  
**LAND USE PERMIT**

2001-12-20 04:48pm From:

T-289 P.001/010 F-268



Indian and Northern  
Affairs Canada

Affaires indiennes  
et du Nord Canada

Land Administration, DIAND  
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Post-It Fax Note 7671E		Date	# of pages
To Roland Merkowsky		Jan-10	10
Co./Dept. UMAE		From	Eva Schultz
Phone #		Co.	UMAC
Fax # 480-486-7070		Phone #	403-270-9220
		Fax #	

Our file name reference

December 20, 2001

Defence Construction Canada  
Place de Ville, Tower B, 112 Kent Street, 17<sup>th</sup> Floor  
Ottawa, ON  
K1A 0K3

cc: Barry F.  
Roland M.

PIN-3-3.11

Dear Ms. Schulz:

Re: **Land Use Permit #N2001X0046**  
**Type of Operation: Dew Line Clean-up**  
**Location: Cape Krusenstern**

Enclosed is your copy of Land Use permit number N2001X0046 authorizing your project as described in your application dated September 28, 2001.

Your application has received a wide distribution to other Federal departments, Government of the NWT departments, communities in the area of your operation and concerned native groups. In distributing your application the Nunavut Impact Review Board (NIRB) sought comments from these various agencies based on their area of expertise that will help ensure minimum negative impact on the environment. The issuance of this permit indicates that as a result of the NIRB environmental screening process it was decided that the potentially adverse environmental effects that may be caused by your proposal are mitigable with known technology and are not significant. The terms and conditions in the permit will, in our opinion, provide the necessary protection to the environment.

The Nunavut Impact Review Board has also recommended the following:

1. The deposition of deleterious substances into water bodies frequented by fish is prohibited under Section 36 of the *Fisheries Act* unless authorized by regulation. Therefore that you ensure that any deleterious chemicals, fuel or wastes associated with the proposed project do not spill onto the surrounding lands or into any water body.
2. That you ensure that the transportation of fuel shall be done in compliance with the *Transportation of Dangerous Goods Act and Regulations* requirements

...../2

3. That you have emergency response and spill contingency plans for fuel transfer and storage as well as any other hazardous liquids at the site in place prior to the commencement of the land use activity.
4. That you ensure that all waste management sites are mapped and inventoried.
5. That you recover and recycle material wherever practical.
6. That you report any Man-Bear Interactions to the nearest GN Renewable Resource Officer or contact (RR HQ) (867) 975-5955
7. That you ensure that land use activities avoid known environmentally sensitive areas (denning, nesting etc.) by a minimum of 250 meters.
8. That you be aware that harmful alteration, disruption or destruction of fish habitat is prohibited under Section 35 of the *Fisheries Act*. No construction or disturbance of stream/lake bed or banks of any definable watercourse is permitted unless authorized by DFO.
9. That you follow all terms and conditions for the protection and restoration of archeological resources as outlined by the Prince of Wales Northern Heritage Centre letter annexed to your Permit
10. That you include in the monitoring program, sampling from the marine ecosystem (sediment, arthropods, etc) to ensure containment pathway is not entering the marine ecosystem.
11. That you monitor air quality throughout clean up.
12. That you maintain all site signs and notices at the PCB storage facility.
13. Encourage you to hire local people and services, to the extent possible.
14. That you consult with the local residents regarding their activities in the region.
15. That any amendment requests deemed by NIRB to be outside of the original scope of the project will be considered a new project.
16. That you notify NIRB, DFO, DOE and the NWB of any changes or plans in operating conditions associated with this land use activity.

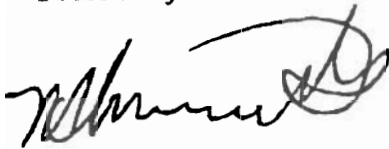
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...../3

7. That you advise NIRB of the final destination of the contaminated soil and ensure all the proper permits for transportation of the soil are obtained prior to removal.

Please ensure that you adhere to the operating conditions annexed to your permit, as well as the Terms and Conditions annexed to this permit as provided by the Culture, Language, Elders and Youth. Should you have any questions, regarding any conditions of this permit, please contact our Iqaluit Office, phone number (867) 975-4283

Yours truly



Michael Immaroito  
Land Administrator Specialist  
Land Administration

cc: NIRB  
RMO - Kitikmeot



2001-12-20 04:50pm From-

T-288 P.004/010 F-288



Indian and Northern Affairs Canada  
Affaires Indiennes et du Nord Canada

**LAND USE PERMIT  
NORTHERN AFFAIRS PROGRAM**

**PERMIS D'UTILISATION DES TERRES  
PROGRAMME DES AFFAIRES DU NORD**

Permit Class - Permis Catégorie <b>A</b>	Permit No - N° de permis <b>N2001X0046</b>
---	---

Subject to the Territorial Land Use Regulations and the terms and conditions in this permit, authority is hereby granted to:

Sous réserve du Règlement sur l'utilisation des terres territoriales et des conditions de ce permis:

**DEPARTMENT OF NATIONAL DEFENCE - DEFENCE CONSTRUCTION CANADA**

Permittee - Détenteur de permis

To proceed with the land use operation described in the application of:

Est autorisé à entreprendre les travaux d'exploitation des terres décrits dans la demande de permis du:

Signature <b>Eva Shultz</b> → <i>should be Suzanne Belanger-Fontaine</i>	Date <b>December 20, 2001</b>
Type of Land Use Operation - Genre de travaux d'exploitation des terres <b>DEW LINE Site Clean- Up</b>	
Location - Emplacement <b>PIN 3 Lady Franklin - Cape Krusenstern, NUNAVUT NTS Mapsheet No. 87A/7</b>	

This permit may be assigned, extended, discontinued, suspended or cancelled pursuant to the Territorial Land Use Regulations.

Ce permis peut faire l'objet d'une cession, d'une prolongation d'une cessation d'une suspension ou d'une annulation, en vertu du Règlement sur l'utilisation des terres territoriales.

Dated at

Date à

Iqaluit, Nunavut

Engineer

Ingénieur

*[Signature]*

This

On

20<sup>th</sup>

Day of

Jour de

December

,2001.

Commencement Date

Date du début des travaux

December 20, 2001

Expiry Date

Date d'achèvement

December 19, 2003

**NOTE**

IT IS A CONDITION OF THIS PERMIT THAT THE PERMITTEE COMPLY WITH ANY OTHER APPLICABLE ACT, REGULATION, ORDINANCE BY-LAW OR ORDER. DEFAULT HEREOF MAY RESULT IN SUSPENSION OR CANCELLATION OF THIS PERMIT.

**REMARQUE**

LE DÉTENTEUR DU PRÉSENT PERMIS DOIT SE CONFORMER À TOUT AUTRE RÈGLEMENT, LOI, DÉCRET RÈGLEMENT MUNICIPAL OU ARRÊTÉ APPLICABLE. LE MANQUEMENT À CETTE OBLIGATION POURRAIT DONNER LIEU À LA SUSPENSION OU À L'ANNULATION DU PERMIS.

**Canada**

- 1 -

**CONDITIONS ANNEXED TO AND FORMING PART  
OF LAND USE PERMIT NUMBER N2001X0046**

**31(1)(a) - Location and Area**

- |    |  |                       |
|----|--|-----------------------|
| 1. | The Permittee shall not conduct this land use operation on any lands not designated in the accepted application, unless otherwise authorized in writing by the Engineer. | PLANS                 |
| 2. | The Permittee shall remove from Territorial Lands, all scrap metal, discarded machinery and parts, barrels and kegs, building and building material.                     | REMOVE WASTE MATERIAL |
| 3. | The Permittee shall use existing campsite.   | CAMP LOCATION         |

**31(1)(b) - Time**

- |    |  |                        |
|----|--|------------------------|
| 4. | The Permittee's Field Supervisor shall contact or meet with a Land Use Inspector at the Iqaluit office of the Department of Indian Affairs and Northern Development, phone number (867) 979-4296, at least 48 hours prior to the commencement of this land use operation.            | CONTACT INSPECTOR      |
| 5. | The Permittee shall advise a Land Use Inspector at least 10 days prior to the completion of the land use operation of;<br><br>a) his plans for removal or storage of equipment and materials, and<br><br>b) when final clean-up and restoration of the lands used will be completed. | REPORTS BEFORE REMOVAL |
| 6. | The Permittee shall complete all clean-up and restoration of the lands used prior to the expiry date of this permit.   | CLEAN-UP               |
| 7. | The Engineer reserves the right to impose closure of any area to the Permittee in periods when dangers to natural resources are severe.  | CLOSURE                |

- 2 -

**31(1)(c) - Equipment**

- |     |   |                            |
|-----|---|----------------------------|
| 8.  | The Permittee shall not use any equipment except of the type, size and number that is listed in the accepted application, unless otherwise authorized in writing by the Land Use Inspector. | ONLY APPROVED<br>EQUIPMENT |
| 9.  | The Permittee shall use a forced-air fuel-fired incinerator to incinerate all combustible garbage and debris.   | INCINERATORS               |
| 10. | The Permittee shall keep all garbage and debris in a covered metal container until disposed of.   | GARBAGE<br>CONTAINERS      |

**31(1)(d) - Methods and Techniques**

- |     |   |                                   |
|-----|---|-----------------------------------|
| 11. | The Permittee shall replace all excavated material from the test pits prior to the expiry of this permit.   | TEST PITS                         |
| 12. | The Permittee shall slope the sides of excavations and embankments except in solid rock to a horizontal/vertical ratio of 2:1 unless otherwise authorized in writing by the Land Use Inspector. | EXCAVATIONS<br>AND<br>EMBANKMENTS |
| 13. | The Permittee shall not erect camps or store material on the surface ice of streams.  | STORAGE ON ICE                    |

**31(1)(e) - Type, Location, Capacity and Operation of Facilities**

- |     |   |                     |
|-----|---|---------------------|
| 14. | The Permittee shall not locate any sump within 31 metres of the normal high water mark of any stream. | SUMPS FROM<br>WATER |
| 15. | The Permittee shall backfill and restore all sumps prior to the expiry date of this permit.           | BACKFILL SUMPS      |

**31(1)(f) - Control or Prevention of Flooding, Erosion and Subsidence of Land**

- |     |   |                     |
|-----|---|---------------------|
| 16. | The Permittee shall remove any obstruction to natural drainage caused by any part of this land use operation. | NATURAL<br>DRAINAGE |
|-----|---|---------------------|

- 3 -

- |     |  |                                  |
|-----|--|----------------------------------|
| 17. | The Permittee shall not cut any stream bank unless authorized in writing by a Land Use Inspector.  | STREAM BANKS                     |
| 18. | The Permittee shall not use the bed of streams for access routes except for the purpose of crossing the streams unless otherwise authorized by a Land Use Inspector.             | STREAM BEDS<br>ACCESS            |
| 19. | The Land Use Inspector may curtail or stop repeated fording of a stream with vehicles.   | FORDING OF<br>STREAMS            |
| 20. | The Permittee shall install erosion control structures as the land use operation progresses unless otherwise authorized by a Land Use Inspector.                                 | EROSION<br>CONTROL WHEN          |
| 21. | The Permittee shall prepare the site in such a manner as to prevent rutting of the ground surface.   | PREVENTION OF<br>RUTTING         |
| 22. | The Permittee shall not move any equipment or vehicles unless the ground surface is in a state capable of fully supporting the equipment or vehicles without rutting or gouging. | VEHICLE<br>MOVEMENT<br>FREEZE-UP |
| 23. | The Permittee shall suspend overland travel of equipment or vehicles if rutting occurs.  | SUSPEND<br>OVERLAND<br>TRAVEL    |

**31(1)(g) - Use, Storage, Handling and Disposal of Chemical or Toxic Material**

- |     |   |                          |
|-----|---|--------------------------|
| 24. | The Permittee shall not use chemicals in connection with the land use operation without the prior approval of the Engineer. | APPROVAL OF<br>CHEMICALS |
| 25. | The Permittee shall deposit all sewage into a sump.   | SEWAGE<br>DISPOSAL       |
| 26. | The Permittee shall burn all garbage and debris at least daily.   | GARBAGE<br>DISPOSAL      |

- 4 -

- |     |  |   |
|-----|--|---|
| 27. | The Permittee shall dispose of all non-combustible garbage and debris by burial beneath no less than one (1) metre of compacted soil.  | BURY GARBAGE                                  |
| 28. | The Permittee shall remove all non-combustible garbage and debris from the land use area to a disposal site approved in writing by a Land Use Inspector.                                   | REMOVE<br>GARBAGE                             |
| 29. | The Permittee shall dispose of all combustible waste petroleum products by incineration or removal.  | WASTE<br>PETROLEUM<br>DISPOSAL                |
| 30. | The Permittee shall dispose of all fluids used to wash machinery and equipment in a sump unless otherwise authorized in writing by a Land Use Inspector.                                   | RIG WASH<br>DISPOSAL                          |
| 31. | The Permittee shall report all spills immediately in accordance with instructions contained in "Spill Report" form NWT 1752(05/93). Twenty four (24) hour spill report line (867)920-8130. | REPORT<br>CHEMICAL AND<br>PETROLEUM<br>SPILLS |

**31(1)(h) - Wildlife and Fisheries Habitat**

- |     |  |                   |
|-----|--|-------------------|
| 32. | The Permittee shall not unnecessarily damage wildlife habitat in conducting this land use operation.   | HABITAT<br>DAMAGE |
| 33. | <p>A) The Permittee shall have all waste water clarified in settling ponds prior to its being returned to the stream.</p> <p>B) The Permittee shall locate settling ponds above the high water mark of the stream.</p> | SETTLING PONDS    |

**31(1)(k) - Petroleum Fuel Storage**

- |     |  |                         |
|-----|--|-------------------------|
| 34. | The Permittee shall report in writing to a Land Use Inspector the location and quantity of all petroleum fuel caches within ten (10) days after the establishment. | REPORT FUEL<br>LOCATION |
|-----|--|-------------------------|

- 5 -

- |     |  |                     |
|-----|--|---------------------|
| 35. | The Permittee shall not place any petroleum fuel storage containers within thirty one (31) metres of the normal high water mark of any stream. | FUEL BY STREAM      |
| 36. | The Permittee shall not allow petroleum products to spread to surrounding lands or into water bodies.  | FUEL<br>CONTAINMENT |
| 37. | The Permittee shall line the dyke and area enclosed by the dyke with a type of plastic film liner approved by the Engineer.                    | LINE DYKE           |
| 38. | The Permittee shall ensure that the dyke and the area enclosed by the dyke shall be impermeable to petroleum products at all times.            | IMPERMEABLE<br>DYKE |
| 39. | The volume of the dyke shall be 10% greater than the capacity of the largest fuel container placed therein.                                    | CAPACITY            |
| 40. | The Permittee shall:   | CHECK FOR<br>LEAKS  |
|     | a) examine all fuel storage containers for leaks a minimum of once every day days.   |                     |
|     | b) repair all leaks immediately.   |                     |
| 41. | The Permittee shall seal all container outlets except the outlet currently in use.   | SEAL OUTLET         |

**31(1)(m) - Matters Not Inconsistent with the Regulations**

- |     |   |                    |
|-----|---|--------------------|
| 42. | The Permittee shall not remove any material from below the ordinary high water mark of any stream without first obtaining written permission. | APPROVAL<br>NEEDED |
|-----|---|--------------------|

- 6 -

43. The Permittee shall provide in writing to the Engineer, at least forty-eight (48) hours prior to commencement of this land use operation, the following information:

IDENTIFY AGENT

- a) person or persons, in charge of the field operation to whom notices, orders, and reports may be served;
- b) alternates;
- c) all the indirect methods for contacting the above person(s).

44. The Permittee shall submit to the Engineer a contingency plan, for chemical and petroleum spills, for use during the construction and operation of the winter road.

CONTINGENCY  
PLAN

45. The permittee shall regrade the landfills to match the contours of the land.

REGRADE  
LANDFILLS

46. The Permittee shall insure that culverts are removed upon abandonment of roadways.

REMOVE  
CULVERTS

47. Part 1 - In this Permit:

"Sump" means a man-made pit, trench hollow or cavity in the earth's surface used for the purpose of depositing waste material therein.

"Stream " means any lake, river, pond, swamp, marsh, channel, gully, coulee or draw that continuously or intermittently contains water

**APPENDIX H**  
**NUNAVUT WATER BOARD - DRAFT CONTINGENCY PLAN**



# **Nunavut Water Board**

## **PIN-3: Lady Franklin Point DEW Line Site Contingency Plan**

**DRAFT**

Prepared for  
**Nunavut Water Board**  
P.O. Box 119  
Gjoa Haven, Nunavut X0B 1J0

Prepared by  
**UMA Engineering Ltd.**

**0171-095-68-08**

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HER MAJESTY THE QUEEN IN RIGHT OF CANADA 2002, AS  
REPRESENTED BY THE MINISTER OF NATIONAL DEFENCE.

January 2002

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## 1.0 Introduction

The following contingency plan presents the prescribed course of action to be taken in the case of unanticipated spill events during the clean up of the PIN-3 site. The plans will enable persons in a particular contingency situation to maximize the effectiveness of the environmental protection response and meet all regulatory requirements for reporting to the appropriate authorities. This plan is an integral part of the Environmental Protection Plan (EPP), which is a part of the formal contract documents with the Contractor(s).

### 1.1 SCOPE AND PURPOSE

This plan applies to all activities and facilities pertaining to the clean up activities at the PIN-3 site.

The purpose of the plan is to:

- Provide a clear statement of the procedures to be followed in response to all spills;
- Minimize the potential environmental impact of spills by establishing pre-determined action plans;
- Establish a state of preparedness for personnel through a Spill Response Training Program;
- Protect the health and ensure the safety of the personnel involved in the Spill Response activities, and the local communities;
- Provide a reporting network for spills;
- Ensure site restoration through appropriate remedial activities;
- Identify the roles and responsibilities of all parties involved in Spill Response activities; and,
- Identify sufficient personnel, materials and equipment needed to make an adequate response to a spill.

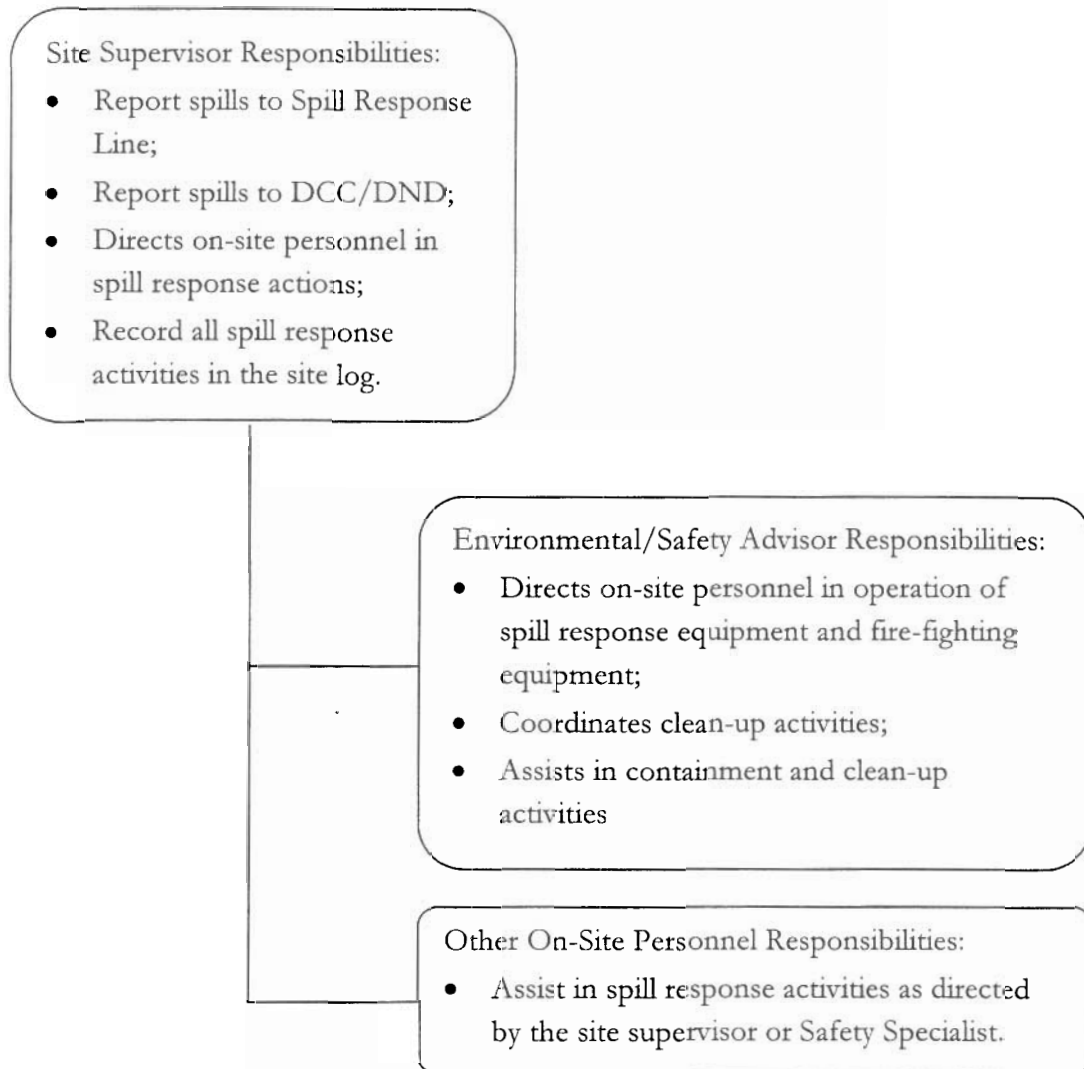
## 2.0 Response Organization

### 2.1 ROLES AND RESPONSIBILITIES

The Contractor and all sub-contractors will be involved in Spill Response Actions in the event of a spill during the clean up activities at PIN-3. Their roles and responsibilities are described as follows:

- Ensure response crew members are appropriately trained;
- Practise spill prevention by performing regular maintenance on all fuel systems and by using proper methods for the handling of fuel products;
- Provide personnel, materials, and equipment necessary for adequate response to fuel and hazardous material spills.
- Establish communications and verbally report all spills to the Site Supervisor as soon as practical;
- Isolate and eliminate all ignition sources;
- Ensure safety and security at the spill site;
- Stop or reduce discharge, if safe to do so.
- Make every effort to contain the spill by dyking with earth or other barriers on land and containment booms on water;
- Assess potential for fuel/chemical recovery;
- Deploy on-site crews to mobilize pumps, empty 200 L drums, hand tools and absorbents to the spill site;
- Hire additional assistance, if required, from northern residents, local communities, and commercial spill response firms;
- Request assistance, if required, from DND (through the site Supervisor) and the Canadian Coast Guard;
- Follow all guidelines and regulations for disposal of spilled materials, associated debris, contaminated soil and water as established by appropriate government agencies;
- Assess potential terrain and wildlife disturbance, erosion and archaeological site disturbance in any areas to be affected by clean up operations and contact relevant authorities;
- Document all events/actions;
- Report the spill to the Spill Report Line and follow up with a written spill report. This report shall summarize the initial report information; confirmation of spill volume, actions taken, future remediation/monitoring requirements; and a sketch map and/or photographs of the spill area.

**Figure 1: Emergency Response Team Organization**



### 3.0 Initial Action

In the event of a spill, protection of human health and safety is paramount. Contamination of personnel involved in a clean up is a real possibility as is contamination of the surrounding workplace and environment.

The individual discovering a spill shall:

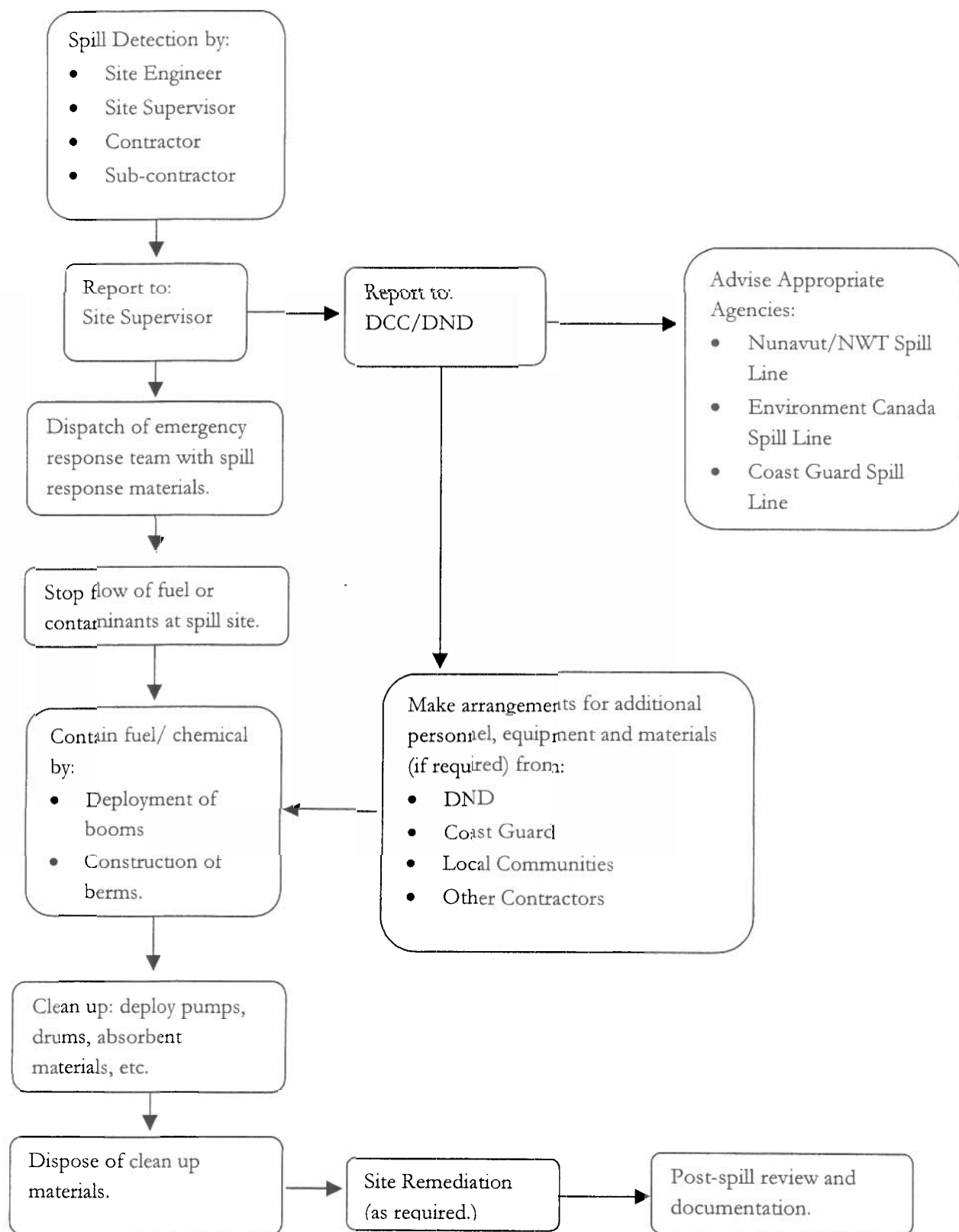
1. Warn people in the immediate vicinity and evacuate the area if necessary;
2. Isolate or remove any ignition sources;
3. Identify the spilled material, if possible, and take all safety precautions before approaching it;
4. Locate the source of the spill;
5. Attempt to immediately stop the leakage and contain the spill, if safe to do so;
6. Assess the likely size, extent and condition of the spill;
7. Report to the Site Supervisor the spill location, type of material, volume and extent, status of spill (direction of movement), and prevailing meteorological conditions;
8. In the event of a shoreline spill, provide information about beach location, contaminated area, beach characteristics, presence of wildlife and archaeological sites which might be threatened.

Once the Site Supervisor has been contacted and arrives at the spill site, the following actions are to be taken:

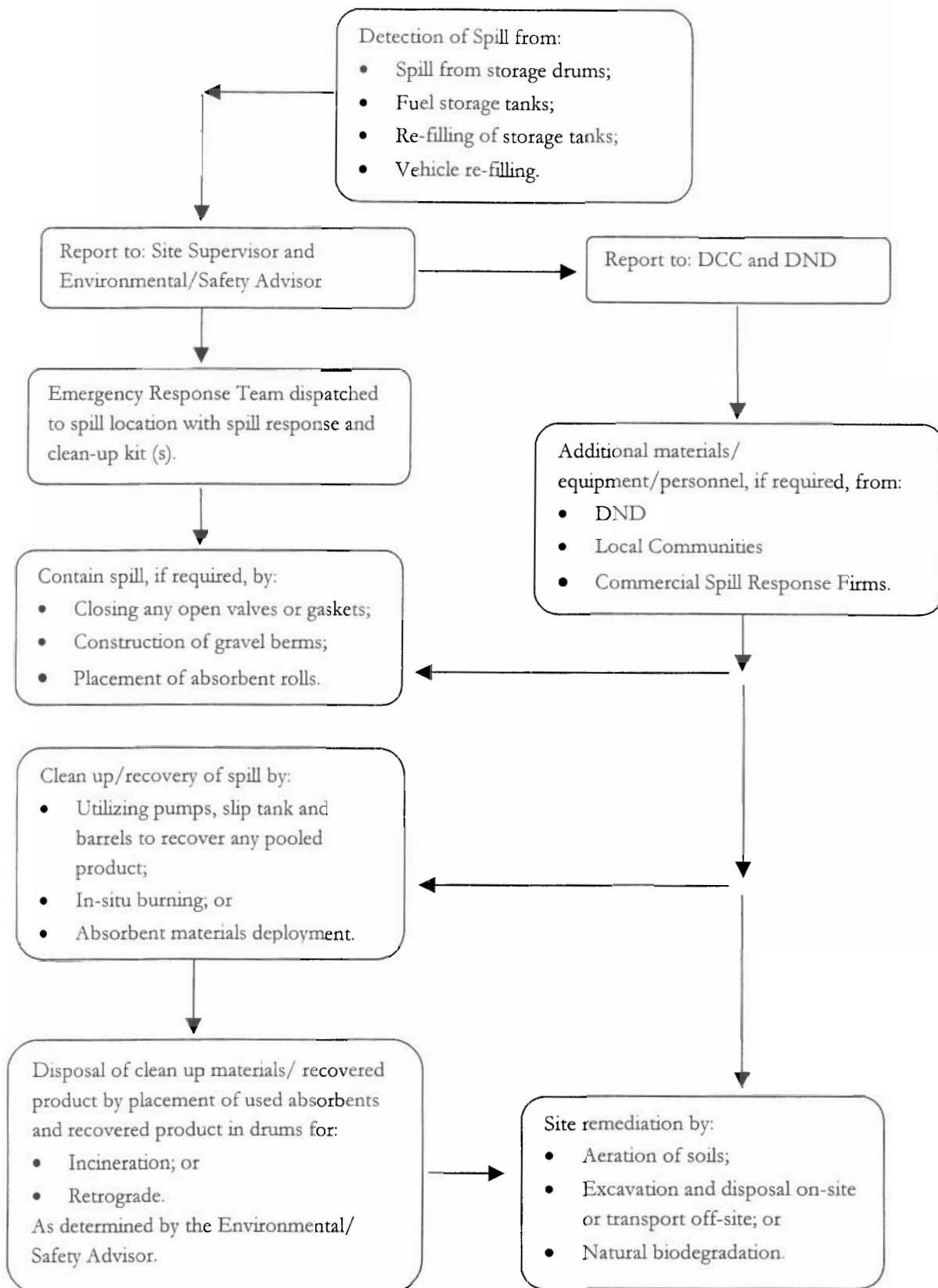
1. Assess the severity of the spill via direct observation and/or information from communications;
2. Deploy equipment and personnel to initiate containment and clean up;
3. Prepare the Government of the Northwest Territories Spill Report Form;
4. Notify all other pertinent parties, including the Owner of the site, and other Government agencies.

Please see Figures 2, which outlines the initial response actions to be followed in the event of a spill. Figures 3 and 4 outline the specific response procedures to be followed in the event of spills on land and water, respectively.

**Figure 2: Initial Response Actions**

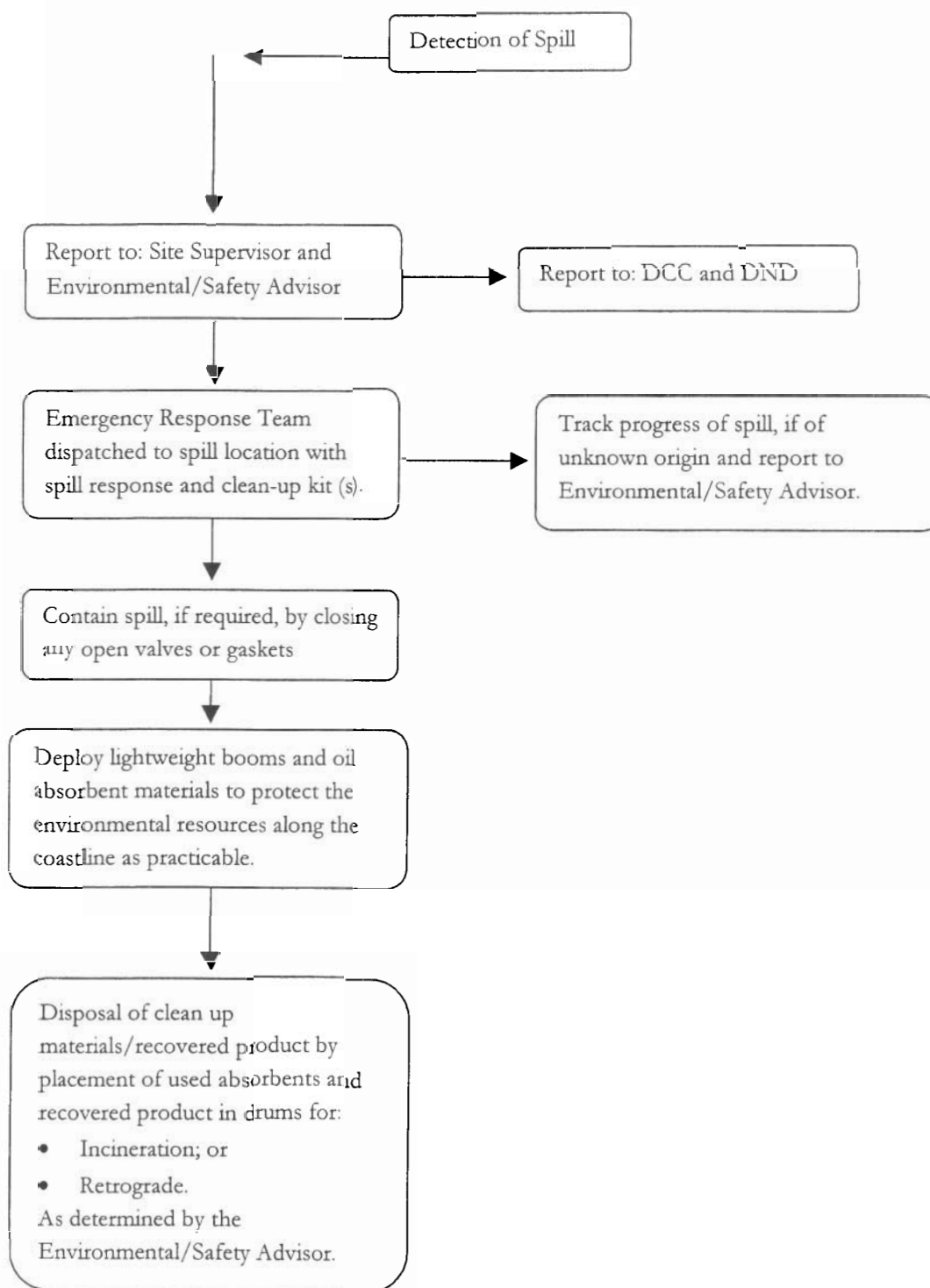


**Figure 3: Procedures for Land Spill Response**





**Figure 4: Response Procedures for Freshwater and Marine Spill Response**



## 4.0 Reporting Procedure

When reporting a spill to the 24 Hour Spill Report Line and completing the Spill Report Form, the following information shall be included:

- Date and time of spill;
- Location of spill;
- Direction the spill may be moving;
- Name and phone number of a contact person close to the location of the spill;
- Type of contaminant spilled and quantity spilled;
- Cause of spill;
- Whether spill is continuing or has stopped;
- Description of existing containment;
- Action taken to contain, recover, clean up and dispose of spilled contaminant;
- Name, address and phone number of person reporting the spill; and,
- Name of owner or person in charge, management or control of contaminants at the time of the spill.

## 5.0 Action Plan

The following substances could potentially be spilled at the PIN-3 site:

- Fuel tank bottom sludges;
- Solvents;
- Fuels and lubricating oils;
- Alcohols and glycols;
- PCB containing liquids; and
- Heavy metal containing liquids.

### 5.1 ENVIRONMENTAL PROTECTION MEASURES

The environmental protection measures outlined in the following sections are to be taken by all workers on-site to reduce the chance of environmental impairment due to a spill, release or other accident.

#### 5.1.1 General Procedures

The following general clean up procedures shall apply for all spill areas.

- Wear protective clothing as required for handling spills.
- Contain spills on soil or rock by constructing earthen dykes using available material. If soil is not available, place sorbent material or boom in path of spill. As the sorbent barrier becomes saturated, continually replace it. Fuel or other liquids lying in pools, trenches or in specially constructed troughs are to be removed with pumps, buckets or skimmers.
- If ground is snow covered, create snow dykes and line with a chemically-compactable liner for containment and recovery of liquid.
- For fuel spills on water, deploy containment booms and recover as much fuel as possible with a work boat and skimmer if the area has less than 1/10 ice cover. If the area is ice infested, burn any fuel spills using igniters.
- Apply sorbents, if necessary.
- Assess potential for disturbance of wildlife, fish, and archaeological sites by spill or clean up operations and notify the relevant authorities.

- Notify environmental authorities to discuss disposal and clean up options.
- Conduct required clean up operations.
- Assess and appropriately treat any areas disturbed by clean up activities.
- Ensure the site has been completely restored and leave the site only when all work is finalized.

#### **5.1.2 Fuel Storage Areas**

- Avoid sites that slope towards waterways or other environmentally sensitive areas, exhibit ponding or flooding, or have high groundwater tables, excessive seepage or ice-rich (thaw sensitive) soils. Avoid archaeological resources.
- Conduct fuelling and lubrication of equipment in a manner that avoids spillage of fuels, oils, greases and coolants. When refuelling equipment, operators are to use leak-free containers and reinforced rip and puncture proof hoses and nozzles. Operators are to be in attendance for the duration of the refuelling operation and are to ensure that all storage container outlets are properly sealed after use.
- Store fuel in self-dyking containers, or position over an impervious liner and surround by an impervious dyke of sufficient height to contain not less than 110% of the capacity of the tank.
- Smoking is prohibited within 7.5 metres of the fuel storage facility. Provide appropriate signage.
- Inspect fuel storage facilities at least once each week for the duration of the project. Fire-fighting equipment is to be available for immediate access at each and every fuel storage facility.
- Store all barrels containing fuel and/or other hazardous materials in an elevated position either on their side with the bungs facing the 9 and 3 o'clock position or on pallets, upright, banded and encased in overpack containers.
- All barrels shall be individually identified. The label shall be to industry standards and shall provide all information necessary for health and safety, and environmental purposes. Make available, to all personnel, Material Safety Data Sheets for all materials maintained in the construction camp.
- Treat all waste petroleum products including used oil filters as hazardous material, and handle and dispose of following the requirements as specified in the appropriate regulations.
- Conduct regular inspections of all machinery hydraulic, fuel, and cooling systems. Repair leaks immediately.

- Pre-assemble and maintain emergency spill equipment including as least two fuel pumps, empty 200 litre barrels and absorbent material sufficient to clean up a 1000 litre spill at all permanent fuel storage sites and work camps.
- Remove all barrels, redundant fuel storage facilities and associated materials and equipment from the site at the conclusion of the work.

### 5.1.3 Hazardous Material Storage Areas

Hazardous waste materials are wastes or materials that are designated as "hazardous" under Northwest Territories or Federal legislation; or as "dangerous goods" under the *Transportation of Dangerous Goods Act* (TDGA). The *Canadian Environmental Protection Act* (CEPA) regulates material containing PCBs at greater than fifty parts per million (ppm).

Hazardous waste materials may be encountered during sorting of site and demolition debris and during the excavation of the landfills. Collect and sort hazardous materials using equipment suitable for the task.

- Locate the hazardous material processing area a minimum of 100 metres from the nearest archaeological site or water body, on ice poor, well drained soil, and as close to the location of work as possible.
- Control movement of vehicles and equipment between the hazardous material processing area and work site to prevent the spread of potentially hazardous material along roadways.
- Store hazardous materials so that each storage area is separated from the nearest water body by a 30 metre buffer zone.
- The *Transportation of Dangerous Goods Act* (TDGA) and the *International Air Transport Association* (IATA) Dangerous Goods Regulations govern the packaging and shipment of hazardous goods within Canada. If shipping out of Canada, Canadian regulations and regulations of the destination country both apply. Requirements of the International Marine Dangerous Goods Code (IMDGC) must be addressed in international waters (e.g. near Greenland).

- Any material classified as hazardous by the TDGA must be accompanied by the appropriate TDG shipping documents. The documents are to state the shipper, the receiver and all carriers involved in the transport of the shipment. Non-hazardous materials are also to be accompanied by a document indicating ownership and responsibility of the receiver.
- Package all hazardous material in accordance with the Transportation of Dangerous Goods Regulations.

NOTE: Hazardous Materials Information is to be provided by the Contractor upon award of the clean up contract.

## **5.2 SPILL RECOVERY SUCCESS**

In order to determine whether a spill has been successfully remediated, samples of soil and/or water are to be collected and tested for the chemical parameters contained in the spill material. If concentrations of the spill chemicals are not detected, or are at concentrations below the applicable Territorial or CCME criteria, the spill clean up will be determined a success.

## 6.0 Environmental Mapping

Figure 5 shows a topographic map segment of the site and Drawings 101 and 102 include an overall site plan and the project layout showing the location of the site facilities and potential construction/clean up camp area(s). Figure 5 and the drawings are included at the end of this section.

## 7.0 Resource Inventory

The following equipment is typically found on-site during a clean up program. The exact type of equipment found at the PIN-3 site may vary slightly.

- 3 Cat 966 front-end loader or equivalent with buckets, snow plough and forks
- 2 Cat D7 bulldozer or equivalent with blade and ripper
- 1 Cat D3 bulldozer or equivalent with blade and backhoe
- 3-6 End-dump or body-job gravel trucks
- 1 Fuel truck
- 1 Platform/Flatbed truck
- 1 Crane
- 2 Hitachi 200 Excavator or equivalent.
- 1 Cat C5563 compactor or equivalent
- 1 Tow behind packer (smooth drum or sheep foot)
- 1 Truck/track mounted drill rig (percussion or rotary)
- 5 All terrain vehicles
- 5 pick-up trucks (1 service truck)
- Generators
- 1 Water truck
- 1 Screening Plant
- 1 Crushing Plant (less common)

Other resources available for use in the event of a spill could be provided by either Kugluktuk or Cambridge Bay, the nearest local communities to the PIN-3 site, located 115 kilometres to the southwest and 325 kilometres to the southeast, respectively. Due to the remoteness of the site, all equipment would have to be air-lifted by charter into the site.



All equipment is generally stored at the construction camp/storage area where the camp personnel are stationed. Some equipment may be stored at the area in which the equipment is being used. However, because of the relatively compact size of the PIN-3 site, deployment to a potential spill area would be immediate.

All vehicles are to be equipped with absorbent materials, drip trays, shovels and disposal bags.

## 8.0 Training and Exercises

The Spill Response Training Program will provide instruction in all aspects of spill response stated in the plan for all on-site personnel.

Spill Response Training will include the following subjects:

- Spill Awareness and Prevention;
- Methods of Detection;
- Storage and Distribution Systems;
- Storage of Products on-site;
- Types of Spills and Seasonal Considerations;
- Reporting Procedures and Initial Responses;
- Spill Response Kit Familiarization;
- Clean up and Site Remediation Methods;
- Occupational Health and Safety; and,
- Post Spill Review Process and Documentation

Instruction in Spill Response Training will be conducted via lectures, audio-visual presentations, and spill simulation and site remediation exercises.

**NOTE: The training is to be provided by qualified personnel. Because the contract has not yet been awarded, the qualifications of the personnel responsible for providing the training are not yet available and will be forwarded after contract award.**

## **Appendix I**

### **Hazardous Materials Information**

## **Appendix II**

### **Information Sources**

Northwest Territories Water Board. 1987. Guidelines for Contingency Planning. Prepared by the Northwest Territories Water Board Technical Advisory Committee. January, 1987.

UMA. 2002. Specifications for the Cleanup of PIN-3 Clinton Point DEW Line Site. Prepared by UMA Engineering Ltd., in association with The SGE Group Inc. February 2002.

# **ANNEX A**

## **REQUEST FOR TENDER**

**CONTRACTOR SERVICES**

**FOR**

**CLEANUP OF THE PIN3**

**LADY FRANKLIN POINT DEW LINE SITE, NU**

**PROJECT No.: DLC PIN3**

**ON BEHALF OF**

**THE DEPARTMENT OF NATIONAL DEFENCE OF CANADA**

**BY**  
**DEFENCE CONSTRUCTION CANADA**  
**PLACE DE VILLE, TOWER B**  
**112 KENT STREET, 17TH FLOOR**  
**OTTAWA, ONTARIO**  
**K1A 0K3**

**CONTRACTING OFFICER:**

**Linda Francis**  
**Contracting Officer**  
**Phone: (613) 998-0996**  
**Fax: (613) 998-9547**

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### List of Appendices to Annex A

Appendix A	NTI – DND Economic Agreement (41 pages)
Appendix B	Inuit Firms Registry (18 pages)
Appendix C	List of Inuit Available for Employment (9 pages)
Appendix D	Contractor's Inuit Participation Plan (4 pages)
Appendix E	Monthly Inuit Benefits Update form (2 pages)
Appendix F	Reporting (5 pages)
Appendix G	Supervisor, Worker and Visitor Orientation (excerpts) (17 pages)

Attachment to Annex A: Tender Form DCL150 (9 pages)

## 1. PURPOSE:

- 1.1. Defence Construction Canada (DCC), on behalf of the Department of National Defence (DND), is calling for bids for the cleanup of the PIN3 Lady Franklin Point DEW Line Site, NU.

## 2. BACKGROUND:

- 2.1. There are fifteen Distant Early Warning (DEW) sites (including PIN3 Lady Franklin Point) located within the Nunavut Settlement Area (NSA). These sites are located on or near DND reserves within the NSA and are typically bordered by Inuit owned lands. The Inuit have a general interest in all activities that occur within the NSA. All use of, and access to, Inuit owned lands by all Contractors and Subcontractors for the purposes of the Work (including all off-site requirements within the NSA) are subject to the Nunavut Land Claims Agreement (NLCA).
- 2.2. The rights and responsibilities of the Inuit and Canada pertaining to the NSA are detailed in the NLCA.

## 3. GENERAL INFORMATION:

- 3.1. The successful contractor, and their subcontractors, shall respect the terms and conditions of the Economic Agreement between the Department of National Defence (DND) and Nunavut Tunngavik Incorporated (NTI) signed August 31, 2001 (NTI-DND Economic Agreement) appended hereto (Appendix A).
- 3.2. For the purpose of this tender the contracting authority referred to in the NTI-DND Economic Agreement, is represented by Defence Construction Canada (DCC).
- 3.3. In the event of a discrepancy between the NTI-DND Economic Agreement and this document, solely with respect to the contractor's obligations contained in the Agreement, the provisions of the Economic Agreement shall apply.
- 3.4. The contractor will be required to provide, and to facilitate, Inuit involvement in the widest possible range of job classifications and to give Inuit businesses - where they are available, competitive, and deemed to be technically capable - first opportunity for employment, subcontracts, as well as related business opportunities, associated with the environmental clean up of the PIN-3 Lady Franklin Point site.
- 3.5. Inuit Firm(s). Means an entity which complies with the legal requirements to carry on business within the NSA, and which is; a limited company, with at least 51% of the company's voting shares beneficially owned by Inuit; a co-operative controlled by Inuit; or an Inuk sole proprietorship or partnership. Bidders are referred to the information package Inuit Firms Registry (Appendix B appended hereto). Defence Construction Canada (DCC) bears no responsibility for the content of the Inuit Firms Registry.

- 3.6. Inuit Available for Employment. NTI and the Regional Inuit Associations have provided to DCC a current list of Inuit available for Employment. This list includes information regarding Inuit who have indicated their interest in employment in Site Cleanups. This list is available for the information of all Contractors and Subcontractors and is appended hereto (Appendix C). DCC bears no responsibility for the content of the List of Inuit Available for Employment. This list is provided for information only. DND, NTI, and DCC do not guarantee that the information is current or complete. Bidders are responsible to determine actual availability of Inuit labour by contacting the employment offices listed in the Nunavut communities or through whatever other means they feel appropriate.
- 3.7. *Defence Construction Canada reserves the right to reject any submission that does not demonstrate, to the sole satisfaction of Defence Construction Canada, that the Bidder has met the stated requirements.*

#### 4. SUBMITTAL OF TENDER:

- 4.1. Bidders are required to submit their tenders in two (2) separate envelopes, identified as "Envelope A" and "Envelope B". The content of each envelope shall be as follow:
- 4.1.1. The envelope marked "A" shall contain three (3) copies of the preliminary Contractor's Inuit Participation Plan (CIPP).
- 4.1.2. The envelope marked "B" shall contain one (1) copy of the completed Tender Form, DCL 150 with the required security. The bid quotation shall be submitted on the Tender Form DCL 150 and placed in a separate sealed envelope clearly marked "Tender Form for DLC PIN3".
- 4.2. Bidders will ensure that the two (2) envelopes are placed in a properly sealed identified cover envelope.

#### 5. MINIMUM INUIT CONTENT REQUIREMENTS:

- 5.1. For the purpose of this tender, the minimum Inuit content requirements are defined as follows:
- 5.1.1. The Minimum Inuit Employment Content (MIEC) for this project is **78.2%** as defined in paragraph 5.0 of the NTI-DND Economic Agreement signed August 31, 2001.
- 5.1.2. The Minimum Inuit Content for Contracting (MICC) for this project is **68.3%** as defined in paragraph 6.0 of the NTI-DND Economic Agreement signed August 31, 2001.



## 6. SUBMISSION / EVALUATION:

### 6.1. Contractor's Inuit Participation Plan

6.1.1. Contractors "Envelope A", preliminary CIPP, will be reviewed by qualified evaluators from within DND and/or DCC. The CIPP plan shall be submitted with the forms provided in Appendix D of this document.

6.1.2. In order for a Contractor's tender to be considered compliant, the CIPP shall be submitted with the tender at the time of closing and shall:

- Be in accordance with paragraph 7.1 of the NTI-DND Economic Agreement signed August 31, 2001;
- Be in accordance with paragraph 5.1.1 of this document;
- Be in accordance with paragraph 5.1.2 of this document, and
- The NTI projection for the Inuit Employment Content for this project, shall be in accordance with paragraph 7.1 b) of the NTI-DND Economic Agreement is 82.5%. The contractor shall include a description of how they could achieve the NTI projection for Inuit employment.

### 6.2. Opening of Price Envelope

6.2.1. Only Contractors who meet the minimum requirements of the CIPP, as defined in paragraph 6.1 above, will have their "Envelope B" containing their tender form, opened.

### 6.3. Tender Results

6.3.1. DCC will notify the bidders of the results after tender opening.

### 6.4. Letter of Intent

6.4.1. DCC will issue a Letter of Intent to award to the lowest compliant bidder.

6.4.2. Within twenty-eight (28) calendar days of the issuance of a letter of intent to award a contract, the contractor shall finalize all sub-contracting agreements and hiring plans and shall provide DCC with a final CIPP confirming that it is capable of achieving the MICC and MIEC for the site.

### 6.5. Final CIPP:

6.5.1. DCC will review the Contractor's final CIPP. The final CIPP shall meet the criteria set forth in paragraph 6.1 of this document, and shall include, without limitation:

- 6.5.1.1. documentation evidencing the signing of agreements with Subcontractors or the intention to enter into subcontracts with Inuit Subcontractors, if applicable; and
- 6.5.1.2. a monthly schedule showing a projection of Inuit labour and Subcontractors to be utilized throughout the life of the contract.

## 6.6. Contract Award

6.6.1. The contract award shall be in accordance with paragraphs 8.3.3 to 8.3.5 of the NTI-DND Economic Agreement.

## 7. REPORTING

- 7.1. The Contractor may be requested by DCC to meet with the Steering Committee to provide advice, share information and substantiate planning and decisions to encourage Inuit opportunities. Refer to paragraph 4.0 of the NTI-DND Economic Agreement for more information regarding the Steering Committee.
- 7.2. The Contractor shall submit to DCC an updated report on Inuit Benefits achievements (Appendix E) on the thirtieth (30)<sup>th</sup> day of each month. Where a deviation below the minimum requirements of the CIPP is reported in two consecutive months, the Contractor shall be required to demonstrate to the satisfaction of the Steering Committee that it has made best efforts to comply with the MIEC and MICC, in accordance with paragraph 12.0 of the NTI-DND Economic Agreement.
- 7.3. The Contractor shall provide annual reports of its Inuit benefit achievements (Appendix F). The interim report is due by the end of October following each field season. The final report is due no later than the submission of the final billing. The reports shall be comprehensive and shall be submitted in the format detailed in Appendix F.
- 7.4. If a report, as required under this section, is not submitted in the timeframe stipulated, the payment of any outstanding or future progress claims may be delayed until such time as the report is submitted.

## 8. TRAINING

- 8.1. The Contractor is not responsible for any training associated with the NTI-DND Economic Agreement signed August 31, 2001, paragraph 10.0.
- 8.2. The Contractor is not to include any cost associated with training other than the cost associated with Section 01005, paragraph 23, Worker Orientation Seminar.
- 8.3. DND and DCC have no direct involvement in any training initiatives. The Crown will not entertain any claims related to NTI sponsored training initiatives or Contractor initiated on-the-job training.

The cost of any training positions identified in the plan developed by NTI for on-the-job training at a Site shall be funded from sources other than the budget for the Site Cleanup Contract. This includes, but is not limited to, administrative costs that may be borne as a result of the presence of trainees or delays associated with the implementation of a training initiative.

- 8.4. Appendix G, Excerpts related to Supervisor, Worker and Visitor Orientation from a training and employment plan, as prepared by DND, has been provided for information only to assist the Contractor in the development of his training programs. The Crown will not entertain any claims related to NTI sponsored training initiatives or Contractor initiated on-the-job training as mentioned in paragraphs 8.2 and 8.3 above.

## **9. INQUIRIES**

- 9.1. All inquiries during the solicitation period shall be submitted in writing to:

Linda Francis  
Fax no. (613) 998-9547

- 9.2. Inquiries relating to this solicitation are to be directed **ONLY** to the DCC Contracting Officer referred to above. Non-compliance with this condition during the solicitation period may, for that reason alone, result in the disqualification of the submission.

## Appendix A

### NTI-DND ECONOMIC AGREEMENT FOR DEW LINE CLEAN UP

**AGREEMENT BETWEEN**

**Nunavut Tunngavik Incorporated**

**And**

**Her Majesty In The Right Of Canada,**

**Represented By**

**The Minister Of National Defence**

**With Respect To Economic Benefits For Inuit**

**In The Clean-Up And Restoration Of**

**Distant Early Warning Sites**

**Within The Nunavut Settlement Area**

**(NTI-DND Economic Agreement)**

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## PREAMBLE

**WHEREAS** fifteen Distant Early Warning (DEW) Line Sites are located on Department of National Defence (DND) reserves within the Nunavut Settlement Area (NSA);

**AND WHEREAS** DND is undertaking an environmental clean-up of the DEW Line sites, facilities and associated areas;

**AND WHEREAS** the Inuit and the Federal Government have an interest in protecting the ecosystem integrity and the existing and future well-being of the residents and communities of the NSA and increasing the participation of Inuit and Inuit firms in business and employment opportunities in the NSA;

**AND WHEREAS** on September 1, 1998 DND and NTI have entered into an agreement to establish a framework for the remediation and restoration of the DEW Line Sites in the NSA;

**AND WHEREAS** the Parties wish to enter into an agreement addressing the participation of Inuit in the clean-up of DEW Line sites in the Nunavut Settlement Area, in order to achieve a cost-effective and environmentally sound clean up and restoration of DEW Line Sites, which optimises economic benefits and opportunities for Inuit in employment, the provision of goods and services, training and the transfer of technology, in accordance with the *Nunavut Land Claims Agreement* (NLCA), and specifically Article 24 of the NLCA;

**NOW THEREFORE**, in consideration of the premises and mutual covenants contained herein, the Parties agree as follows:

### 1.0 DEFINITIONS

**Clean-up Contract** means a contract entered into by DND's contracting agent and a Contractor for a Site clean-up;

**Contractor** means the party who has contracted with DND's contracting agent to carry out a Site clean-up;

**Contracting Working Group** means the working group established under Section 4.2 of the Agreement;

**DEW Line Site** means one of the Distant Early Warning Sites listed in Section 3.1 below;

**DIAND DEW Line Sites** means the Distant Early Warning Sites in Nunavut not listed in Sections 3.1 and 3.2;

**DND** means the Crown in right of Canada represented by the Minister of National Defence or his delegate;

**Inuit firm** has the same meaning as in the *Nunavut Land Claims Agreement*;

**Inuit Firm Registry** is the comprehensive list of Inuit firms maintained in accordance with Paragraph 24.7.1 of the *Nunavut Land Claims Agreement*;

**MIEC** means the Minimum Inuit Employment Content set in accordance with Section 5.0 of this Agreement;

**MICC** means the Minimum Inuit Content for Contracting set in accordance with Section 6.0 of this Agreement;

**NLCA** means *Nunavut Land Claims Agreement*;

**NTI** has the same meaning as “Tungavik” under Section 1.1.1 of the NLCA;

**NTI-DND Environmental Agreement** means “The Agreement Between Nunavut Tunngavik Incorporated and the Department of National Defence for the Clean-up and Restoration of DEW Sites Within the Nunavut Settlement Area” dated September 1, 1998;

**Nunavut Settlement Area** has the same meaning as in the *NLCA*;

**Parties** means Nunavut Tunngavik Incorporated and the Department of National Defence;

**Regional Inuit Association** means the Kivalliq Inuit Association, the Qikiqtani Inuit Association or the Kitikmeot Inuit Association or their successors;

**Representative Occupational Grouping** means a category of personnel required for a Site clean-up classified by occupation or type of work to be performed;

**Registry** has the same meaning as “Inuit Firm Registry”;

**RIA** means “Regional Inuit Association”;

**Site** means a “DEW Line Site” that is, or is projected to be, remediated and restored, as provided for in the NTI-DND Environmental Agreement;



**Steering Committee** means the Committee established under Section 4.1 of the Agreement;

**Subcontractor** means a party who contracts with a Contractor or Subcontractor to perform any part of the Contractor's obligations on a Site;

**Work** means materials and services furnished or provided to perform a clean-up or restoration of a Site.

## **2.0 OBJECTIVES**

2.1 The objectives of this Agreement are as follows:

- a) to complement the NTI/DND environmental provisions as set out in the NTI-DND Agreement for the Clean-up and Restoration of DEW Sites Within the Nunavut Settlement Area, 1 Sept. 1998;
- b) to further the objectives of Article 24 of the NLCA in relation to the DEW Line Clean-up in the NSA;
- c) to achieve an efficient and cost-effective clean-up and restoration of the DEW Line Sites in the NSA;
- d) to achieve:
  - i) increased participation by Inuit firms in business opportunities generated by the clean-up;
  - ii) improved capacity of Inuit firms to compete for government contracts;
  - iii) increased employment of Inuit up to a representative level;
  - iv) increased access by Inuit to career training, on-the-job training, apprenticeship, and other job-related programs, in order to develop a skilled and professional pool of labour available for work on the DEW Line Clean Up in the NSA; and
  - v) increased opportunities for Inuit to receive training and experience to successfully create, operate and manage businesses in Nunavut;
- e) to establish a mechanism whereby successful Contractors fulfill agreed-upon commitments to levels of Inuit participation.

### 3.0 GENERAL

**3.1 Scope.** This Agreement applies to the Site clean-up at the following DEW Line Sites:

PIN 2 - Cape Young  
PIN 3 - Lady Franklin Point  
PIN 4 - Byron Bay  
CAM 1 - Jenny Lind Island  
CAM 2 - Gladman Point  
CAM 3 - Shepherd Bay  
CAM 4 - Pelly Bay (near Kugaaruk)  
CAM 5 - Mackar Inlet  
FOX M - Hall Beach  
FOX 2 - Longstaff Bluff  
FOX 3 - Dewar Lakes  
FOX 5 - Broughton Island (near Qikiqtarjuaq)  
DYE M - Cape Dyer

**3.2** The Parties acknowledge that prior to the signing of this Agreement, the clean-up of Cape Hooper (FOX 4) and Cambridge Bay (CAM M) had been completed. Note that the process for awarding the contracts for the clean-up of Pelly Bay (CAM 4) and Broughton Island (FOX 5) will have started prior to the timelines contemplated in this Agreement.

**3.3 No Precedent.** This Agreement is not to be construed as a precedent for any other activities of DND, Canada or any third party. Nothing in this Agreement shall be interpreted or used to define the rights of the Parties, Canada or any third party in relation to any matter under the NLCA or to interpret any Article of the NLCA except for the purpose of this Agreement.

**3.4 Urgency.** The Parties recognize the urgency of the matters dealt with in this Agreement and agree to perform all required actions as expeditiously as possible.

**3.5 Nunavut Land Claims Agreement.** The Parties recognize and acknowledge their respective obligations to comply with the NLCA in connection with all Work.

**3.6 No Retrospectivity.** This Agreement binds the Parties only with respect to Site clean-ups, including selection of Contractors for Site clean-ups, that have not commenced as of the date of the signing of this Agreement, unless the Parties agree otherwise.

## **4.0 STEERING COMMITTEE AND CONTRACTING WORKING GROUP**

### **4.1 Steering Committee**

4.1.1 The Steering Committee established under Article 4.0 of the NTI-DND Environmental Agreement shall perform the following functions in connection with this Agreement:

- a) establish Minimum Inuit Employment Content, under Section 5.10;
- b) establish Minimum Inuit Content for Contracting, under Section 6.10;
- c) review contract award issues, under Sections 8.3.1, 8.3.3, and 8.3.6 through 8.3.11; and
- d) review Contractor's deviation from MIEC and MICC pursuant to Section 12.2;
- e) consider other items of mutual concern related to the implementation of this Agreement, raised by either Party.

4.1.2 The Steering Committee may meet either in person or by teleconference.

4.1.3 The Steering Committee shall operate on the basis of consensus.

4.1.4 The Parties each shall be responsible for their respective costs associated with participating in Steering Committee meetings.

4.1.5 The Steering Committee shall establish and make publicly available procedures governing its operations and those of the Contracting Working Group, including, without limitation, conflict of interest, release of information provided to either Party, and procedures for decision-making that ensure fairness and due process to Contractors.

### **4.2 Contracting Working Group**

4.2.1 A Contracting Working Group shall be established, composed of two members appointed by NTI and two members appointed by DND. The working group shall perform the following functions in connection this Agreement:

- a) make a recommendation to the Steering Committee on the Minimum Inuit Employment Content (MIEC), under Section 5.8; and

- b) make a recommendation to the Steering Committee on the Minimum Inuit Content for Contracting (MICC), under Section 6.8.

4.2.2 The Contracting Working Group shall operate on the basis of consensus.

4.2.3 The Parties each shall be responsible for their respective costs associated with participating in Contracting Working Group meetings.

## **5.0 MINIMUM INUIT EMPLOYMENT CONTENT**

5.1 A Minimum Inuit Employment Content (MIEC) shall be set for each Site.

5.2 The MIEC for a Site is the minimum level of Inuit employment that DND shall require the Contractor to achieve for the clean-up of that Site.

5.3 The MIEC shall be expressed as a percentage, and shall be calculated by dividing the total number of Inuit employed, in person-days, by the total number of persons employed, in person days, for the term of the contract of a Site clean-up. The calculation shall include all on-site and off-site personnel employed by Contractors and Subcontractors. Off-site personnel shall include without limitation:

- a) management and support personnel dedicated to the Site clean-up;
- b) project management personnel employed by the Contractor;
- c) technical or drafting personnel; and
- d) expediting, shipping, payroll or accounting personnel.

5.4 The calculation of the MIEC shall not include:

- a) project management staff at DND's contracting agent;
- b) DND employees; and
- c) any consultants contracted by DND or DND's contracting agent for the provision of advice concerning the specifications of the clean-up, contract management or other advice.

5.5 The MIEC shall be within a range of 65-85%.

5.6 Eight months prior to the scheduled commencement of a Site clean-up, DND shall provide NTI with DND's estimates of the types and level of positions that will be required for the conduct of the Site clean-up, in person-days, and broken out by Representative Occupational Grouping. The estimate shall be

provided in the form attached as Annex A.1. Education and skills profiles for Representative Occupational Groupings are listed in Annex B.

- 5.7 Within two months of the receipt of the information described in Section 5.6, NTI, in consultation with the RIAs, shall provide DND with a projection of the level of Inuit employment for the Site clean-up. The projection will be provided in the form attached as Annex A.2 to this Agreement. NTI's projection will be based on an analysis, for each Representative Occupational Grouping, of the number of Inuit qualified for work on the Site clean-up in relation to the employment opportunities using, to the extent possible, relevant available information on Inuit qualifications and employment.
- 5.8 Within one month of receipt by DND of the projection under Section 5.7, the Contracting Working Group shall recommend a MIEC for the Site clean-up. In making the recommendation to the Steering Committee for the MIEC, the Contracting Working Group shall take into account, for each Representative Occupational Grouping, the following factors:
- a) NTI's projection of Inuit employment;
  - b) Inuit employment achieved on other DND DEW Line Site clean-ups to date, compared to the MIEC established for the Sites, and on DIAND DEW Line Sites;
  - c) the results achieved by training and apprenticeship programs for Inuit labour, to date; and
  - d) the projected impact on the availability of Inuit labour of other projects being undertaken in Nunavut.
- 5.9 Where the Contracting Working Group, after a reasonable effort, is unable to reach agreement on the MIEC for a Site clean-up, either Party may refer the MIEC to the Steering Committee for resolution.
- 5.10 The Steering Committee shall meet as soon as practicable following a recommendation under Section 5.8 or a referral under Section 5.9 to decide on a MIEC. In the event that the Steering Committee does not reach agreement on a MIEC within two weeks, either Party may refer the matter to Expedited Arbitration, as provided under Section 14.0.
- 5.11 The MIEC resulting from a decision of the Steering Committee or arbitrator shall be the MIEC required under Section 5.1.
- 5.12 The forms used to provide the information required under Section 5.6 and 5.7 may be modified for a Site clean-up upon the agreement of all members of the Contracting Working Group.

## **6.0 MINIMUM INUIT CONTENT FOR CONTRACTING (MICC)**

- 6.1 A Minimum Inuit Content for Contracting (MICC) shall be set for each Site.
- 6.2 The MICC for a Site is the minimum level of Inuit business participation that DND shall require the Contractor to achieve for the clean-up of that Site.
- 6.3 The Minimum Inuit Content for Contracting (MICC) for a Site clean-up shall be expressed as a percentage, and shall be calculated by dividing the total dollar value of Inuit contracting content by the total dollar value of the Clean-up Contract. The total dollar value of Inuit contracting content shall be calculated by adding the dollar value of all subcontracts for goods or services to be obtained through, or awarded to Inuit firms, including all labour costs. Where the Contractor is an Inuit firm, the total dollar value of Inuit contracting shall also include the Contractor's share of the Clean-up Contract, which is the total dollar value of the contract minus the dollar value of all subcontracts.
- 6.4 The MICC shall be within a range of 60-75%.
- 6.5 Eight months prior to the start of a Site clean-up, DND shall provide NTI with an analysis of categories of contracting opportunities and an estimate of each category's percentage of total value of the Clean-up Contract for the Site clean-up. The analysis shall be in the form provided in Annex A.3.
- 6.6 Within two months of the receipt of the analysis required under Section 6.5, NTI, in consultation with the RIAs, shall provide to DND a list of Inuit firms that have declared themselves able to perform work on a Site clean-up, listed according to the categories of contracting opportunities identified under Section 6.5.
- 6.7 NTI shall request Inuit firms to provide corporate resumes to their RIAs that shall include information on relevant capacity and work experience. NTI shall deal with all information provided to it under this section as strictly confidential. DND shall treat all information provided to it by NTI under this section as commercial confidential information. DND shall not release such information unless prior approval is received from the Inuit firm, or DND is required to release such information under the provisions of the *Access to Information Act* and/or the *Privacy Act*.
- 6.8 The Contracting Working Group shall recommend the MICC for a Site to the Steering Committee within one month of receipt of the list of Inuit firms required under Section 6.6. This recommendation shall take into account the following factors:

- a) Inuit firms' capacities;
  - b) historical data from prior Site clean-ups in Nunavut and the Western Arctic;
  - c) Site-specific characteristics; and
  - d) impact of other projects on the availability of Inuit firms.
- 6.9 In the event that the Contracting Working Group is unable to reach agreement on the MICC, as provided in Section 6.8, either Party may refer the matter to the Steering Committee.
- 6.10 The Steering Committee shall meet as soon as practicable following a recommendation under Section 6.8 or a referral under Section 6.9 to decide the MICC. In the event that the Steering Committee does not reach agreement on the matter within two weeks of a referral, either Party may refer the matter to Expedited Arbitration, as provided under Section 14.0.
- 6.11 The MICC resulting from a decision of the Steering Committee or arbitrator shall be the MICC required under Section 6.1 for a Site.
- 6.12 The form used to provide the information required under Section 6.5 may be modified for a Site clean-up upon the agreement of all members of the Contracting Working Group.

## **7.0 CONTRACTOR'S INUIT PARTICIPATION PLAN**

- 7.1 DND shall require all companies that either submit a bid on a Clean-up Contract or enter into negotiations for a Clean-up Contract to provide a preliminary Contractor's Inuit Participation Plan (CIPP) that shall include:
- a) a description of how the company intends to achieve the MIEC, including, where possible and without limitation:
    - i) the number, percentage and types of positions, including training positions, that the company proposes to fill with Inuit, in relation to the total number of positions, and the number and percentage of person-days proposed for these positions in relation to total person-days;
    - ii) the steps the company will take to recruit potential Inuit employees; and
    - iii) any measures the company has taken or proposes to take to increase Inuit employment, including such things as the details of any Inuit recruitment programs, training or apprenticeship programs, and equivalencies for formal qualifications;

- b) where the MIEC is lower than the NTI projection provided to DND under Section 5.7, a description of how the Contractor could achieve the NTI projection for Inuit employment;
  - c) any other measures for optimizing Inuit employment and training; and
  - d) a description of how the company intends to achieve the MICC, including, where possible and without limitation the names, address and particulars of any actual or proposed Subcontractors; and the specifics of any actual or proposed contracting arrangements.
- 7.2 DND shall require all companies that submit a bid on a Clean-up Contract to submit their preliminary Contractor's Inuit Participation Plans in a separate envelope from their tender bid, to DND's contracting agent prior to the closing of bids.
- 7.3 For all bids for contracts for a Site clean-up, DND or its contracting agent shall:
  - a) advise bidders that the envelope containing the CIPP shall be opened first; and
  - b) advise bidders that bids shall be opened only if the CIPP complies fully with the requirements contained in Section 7.1.
- 7.4 Within three (3) months of DND having provided NTI with the estimates required under Section 5.6 above, NTI, through the Regional Inuit Associations, shall ensure that information regarding Inuit who have indicated their interest in employment in Site clean-ups, including information regarding their work experience and qualifications, is provided to DND's contracting agent.
- 7.5 DND's contracting agent shall make the information provided to it under Section 7.4 available to bidders for use by them in the preparation of bids and in finding suitable Inuit labour.
- 7.6 Upon the written request of the Contractor, DND's contracting agent may approve revisions to the CIPP during the course of a Site clean-up, provided that the Contractor demonstrates to DND's contracting agent that the MIEC and MICC for the Site clean-up will still be achieved.
- 7.7 In the event that DND's contracting agent approves a revised CIPP under Section 7.6, it shall provide the Steering Committee with the revised CIPP within five (5) working days of its approval. DND's contracting agent shall not release commercial confidential information to the Steering Committee without written permission from the Contractor.





## **8.0 SELECTION PROCESS FOR CONTRACTOR**

### **8.1 Tender and Contract Documents**

8.1.1 In all tender documents issued to companies that submit a bid on a Clean-up Contract or enter into negotiations for a Clean-up Contract, DND's contracting agent shall identify the following as criteria that a Contractor must comply with in a bid:

- a) Minimum Inuit Employment Content (MIEC) established in accordance with Section 5.11;
- b) Minimum Inuit Content for Contracting (MICC) established in accordance with Section 6.11; and
- c) Submission of a Contractor's Inuit Participation Plan (CIPP) that fully complies with Section 7.1.

8.1.2 DND's contracting agent shall provide a copy of this Agreement in all tender documents issued to companies that submit a bid on a Clean-up Contract or enter into negotiations for a Clean-up Contract, and shall advise such companies in the tender documents that compliance with the provisions of the Agreement by the Contractor and its Subcontractors is mandatory.

8.1.3 DND's contracting agent shall include as a term in all Clean-up Contracts that the Contractor will comply with this Agreement and a term that the Contractor will ensure that any Subcontractors will be bound by and comply with the Agreement, where applicable.

### **8.2 Solicitation of Interest**

8.2.1 DND's contracting agent shall prepare a Solicitation of Interest (SOI) for a Site clean-up. The SOI shall be in English and Inuktitut and shall request Letters of Interest (LOI) to identify firms that are both interested in and capable of performing as the prime Contractor for clean-up of the Site. The SOI shall be distributed Canada-wide through MERX and by mail or by fax to firms on the Registry.

8.2.2 The Solicitation of Interest under subsection 8.2.1 shall have the following characteristics:

- a) The type of opportunity will be a *Letter of Interest (LOI)*;
- b) The region of delivery will be *Nunavut*;
- c) The region of opportunity will be *Canada Wide*;

- d) The agreement type is *Comprehensive Land Claim Agreement (CLCA)*.

8.2.3 DND's contracting agent shall include the following in the SOI:

- a) A description of the background, objectives and nature of the clean-up of DND DEW Line Sites;
- b) A description of the services to be provided by a Contractor for clean-up of the Site and of the specific capabilities required for a Contractor;
- c) A statement that the Site is located in a region where a Comprehensive Land Claim Agreement has been signed;
- d) Instructions for the preparation of a response to the Solicitation of Interest;
- e) A description of the employment and contracting environment in Nunavut, within the context of the NCLA and the requirements of the NTI-DND Economic Agreement ( as per Annex D of this Agreement);
- f) A definition of Minimum Inuit Employment Content (MIEC) and the Minimum Inuit Content for Contracting (MICC) and identification of the range for the MIEC and MICC that must be achieved by the Contractor in the Site clean-up;
- g) All available values for the MICC and MIEC for previous Clean-up Contracts in Nunavut.

8.2.4 DND's contracting agent shall require that firms responding to the Solicitation of Interest adhere to the following process:

- a) Firms shall provide a complete and fully documented LOI in the format prescribed in the SOI.
- b) Firms shall provide in a LOI any information or documentation necessary to demonstrate capability to:
  - i) Provide the services of a Contractor for clean-up of the Site;
  - ii) Manage and finance a contract as Contractor for clean-up of the Site;
  - iii) Obtain liability insurance;
- c) Each firm's LOI shall contain a statement that the firm understands the requirements to meet the levels for MIEC and MICC for the clean-up of the Site provided for under Sections 5.5 and 6.4 of the Agreement, and is capable of meeting those requirements

8.2.5 DND's contracting agent shall assess the Letters of Interest to determine those firms that have demonstrated their capability to be a Contractor for clean-up of a given Site and based on that assessment shall establish a list of qualified Contractors for that Site.

### **8.3 Selection Process for a Site Clean-up**

8.3.1 Where DND's contracting agent determines under Section 8.2.5 that only one firm is capable of performing the contract for the Site clean-up, the following procedure shall be followed:

- (a) DND's contracting agent shall issue an Advance Contract Award Notice (ACAN) indicating its intent to negotiate the contract with the firm;
- b) if no valid challenge to the ACAN is received within the time frame provided for in the Treasury Board of Canada Contracting Policy, DND's contracting agent shall negotiate with the firm for the purpose of arriving at a price for the Site clean-up and shall require the firm to submit a CIPP in accordance with the requirements of Section 7.1 above;
- c) if negotiations have been successfully completed under Subsection b), above, DND shall make a determination as to whether the price is acceptable, and whether the criteria set forth in Subsections 8.1.1 (a) to (c) have been met;
- d) in the event that DND determines under Subsection c) above that the price is acceptable and that the criteria set forth in Subsections 8.1.1 (a) to (c) have been met, DND's contracting agent shall issue a letter of intent to award the contract to the firm;
- e) in the event that DND determines under Subsection c) above that the firm has not fully met the criteria set forth in Subsections 8.1.1 (a) to (c), DND shall refer the matter to the Steering Committee and Sections 8.3.7 through 8.3.10 shall apply; and
- f) in the event that negotiations under Subsection b) above are not successfully completed, or the price is not acceptable to DND, DND's contracting agent may decline to award the contract to the firm.

8.3.2 Where DND's contracting agent determines under Section 8.2.5 that more than one firm is capable of performing the Clean-up Contract, it may invite bids from the list of firms determined in 8.2.5 in accordance with Section

8.3.3. Where there is a valid challenge to the Advance Contract Award Notice issued in accordance with Section 8.3.1, DND's contracting agent may

invite bids from the sole firm considered capable in Section 8.2.5 plus the firms which have put forward a valid challenge to the ACAN, in accordance with Section 8.3.3.

8.3.3 The process for the tender shall follow the Treasury Board of Canada Contracting Policy, along with the following specific procedures, whereby DND's contracting agent shall:

- a) open the envelopes containing the Bidder's CIPP before opening any other part of any bid;
- b) with respect to each bidder's CIPP, make a determination as to whether the CIPP meets the criteria set forth in Subsections 8.1.1 (a) to (c) , and open only those bids that in DND's contracting agent's determination meet those criteria;
- c) if DND's contracting agent determines that none of the bids meets the criteria set forth in Subsections 8.1.1 (a) to (c), refer the matter to the Steering Committee, which shall determine if the work should be retendered with a revised MIEC and/or MICC;
- d) identify the lowest priced of the bids opened under Subsection b) and determine whether the price is acceptable to DND; and
- e) if the bid meets the criteria set forth in Subsections 8.1.1 (a) to (c) and the price is acceptable, issue a letter of intent to award the contract, otherwise the contract shall not be awarded.

8.3.4 DND's contracting agent shall require that, within twenty-eight (28) calendar days of a company receiving a letter of intent pursuant to Sections 8.3.1 or 8.3.3, the company shall provide to DND's contracting agent a final CIPP confirming that it is capable of achieving the MICC and MIEC for the Site, and that this final CIPP shall meet the criteria set forth in Subsections 8.1.1 (a) to (c), and shall include, without limitation:

- a) documentation evidencing the signing of agreements with Inuit Subcontractors, or the intention to enter into subcontracts with Inuit Subcontractors, if applicable; and
- b) a schedule showing a monthly projection of Inuit labour and Subcontractors to be utilized throughout the life of the contract.

8.3.5 DND's contracting agent shall review the final CIPP, including the documentation and schedule provided by the company under Section 8.3.4. In the event that DND's contracting agent determines that the documentation and schedule is adequate to confirm that the bidder can meet the criteria set forth in Subsections 8.1.1 (a) to (c), the contracting agent, acting in good

faith, shall approve the CIPP and may award the Contract to the company. In all other events DND's contracting agent shall either:

- a) withdraw the letter of intent; or
- b) request a review by the Steering Committee.

8.3.6 DND's contracting agent shall provide the Steering Committee with a copy of the approved CIPP within fifteen (15) days of contract award. DND's contracting agent shall not release commercial confidential information to the Steering Committee without written permission from the Contractor.

8.3.7 In the event that DND's contracting agent requests a review of a contract award under Section 8.3.1, 8.3.3 or 8.3.5, the Steering Committee shall meet to determine whether the company has made best efforts to meet the criteria set forth in Subsections 8.1.1 (a) to (c), and, whether fault for any failure to do so cannot reasonably be placed on that company. The determination of best efforts shall take into account, without limitation:

- a) the specific activities of the firm to achieve the elements contained in its preliminary CIPP; and
- b) adherence by the firm with the requirements of Section 9.0.

8.3.8 In the event that the Steering Committee fails, within 3 weeks of a matter being referred to it under Section 8.3.1, 8.3.3 or 8.3.5, to agree on whether the company has made best efforts to meet the criteria set forth in Subsections 8.1.1 (a) to (c), the Steering Committee shall refer the matter for decision under the Expedited Arbitration provisions in Section 14.0.

8.3.9 In the event that the Steering Committee, or arbitrator appointed under Section 14.0, determines that the company failed to make best efforts to meet the criteria set forth in Subsections 8.1.1 (a) to (c) and that fault for the failure can reasonably be placed on the company, DND's contracting agent shall withdraw the letter of intent to award the contract.

8.3.10 In the event that the Steering Committee, or arbitrator appointed under Section 14.0, determines that the company has made best efforts to meet the criteria set forth in Subsections 8.1.1 (a) to (c) and that fault cannot reasonably be placed on the company for its failure, the MICC shall be adjusted at the discretion of the Steering Committee or arbitrator in order to allow for the awarding of the contract.

8.3.11 The specific contracting process to be utilized in issuing contracts for monitoring of Sites will be determined by the Steering Committee prior to the preparation of any future contract documents for monitoring of Sites.



## **9.0 SELECTION PROCESS FOR INUIT SUBCONTRACTORS**

### **9.1 Inuit Firm Registry**

- 9.1.1 NTI shall provide to DND the most current Inuit Firm Registry ("the Registry"). The Registry shall contain a brief description of the equipment, goods or services provided by each Inuit firm, the firm's experience, address and contact name.
- 9.1.2 The Registry shall be included in all contract solicitation documents.

### **9.2 Bid Invitations for Subcontracts**

- 9.2.1 DND's contracting agent shall require Contractors who have a letter of intent or who have been awarded the contract, or any Subcontractors, in subcontracting work on a Site clean-up, to invite Inuit firms listed in the Registry that may be capable of performing the proposed subcontracting work, to bid on the proposed subcontracting work.
- 9.2.2 DND and its contracting agent and Contractors shall be held blameless if Inuit firms that do not appear in the Registry are not solicited under Section 9.2.1.
- 9.2.3 Nothing in Section 9.2.1 shall prevent a Contractor or Subcontractor from seeking bids from firms not listed in the Registry.
- 9.2.4 All contract documents issued by DND's contracting agent shall require Contractors and Subcontractors, in subcontracting work on a Site clean-up, to:
- a) include in bid invitations only employment and skills requirements that are essential to the Site clean-up;
  - b) provide Inuit firms with a minimum of 15 days to respond to a bid invitation, but that in no event shall an Inuit firm have less time to respond than firms not listed in the Registry; and
  - c) enter into a contract with an Inuit firm if that Inuit firm's bid meets the Contractor's or Subcontractor's requirements, including such criteria as technical compliance and price, if the Contractor or Subcontractor enters into a subcontract for the Work.
- 9.2.5 All contract documents issued by DND's contracting agent shall require Contractors and Subcontractors, in subcontracting Work on a Site clean-up, to take the following steps in the event that they reject a bid from an Inuit firm