

COMPREHENSIVE AGREEMENT

BETWEEN

NUNAVUT TUNNGAVIK INCORPORATED

AND

HER MAJESTY IN THE RIGHT OF CANADA

AS REPRESENTED BY

THE ~~DEPARTMENT~~ MINISTER OF NATIONAL DEFENCE

FOR THE CLEAN-UP AND RESTORATION OF

DISTANT EARLY WARNING SITES

WITHIN THE NUNAVUT SETTLEMENT AREA

(Environmental Provisions)

Arthur C. Eggleton
Minister of National Defence

James Ectoolok
1st Vice President
Nunavut Tunngavik Incorporated

Dated _____ Dated

DEW Line Clean-up
Environmental Provisions~~Comprehensive Agreement~~

05/26/9805/26/9805/01/9804/30/9804/14/9804/09/9804/08/9804/08/9803/23/9803/13/98
03/13/98

Director General _____ President
Environment _____ Nunavut Tunngavik Incorporated
Department of National Defence

Dated _____ Dated _____

DEW Line Clean-up
Environmental Provisions~~Comprehensive Agreement~~

~~05/26/98~~~~05/26/98~~~~05/01/98~~~~04/30/98~~~~04/14/98~~~~04/09/98~~~~04/08/98~~~~04/08/98~~~~03/23/98~~~~03/13/98~~
03/13/98

PREAMBLE

WHEREAS the Government of Canada (Canada) has modernized the air defences of Canada through a joint USA/Canada project referred to as the North American Air Defence Modernization Project (NAADM);

AND WHEREAS NAADM includes the ~~decommissioning~~~~abandonment~~ of some of the Distant Early Warning (DEW Line) radar sites and the conversion of others to North Warning System (NWS) radar sites;

AND WHEREAS fifteen DEW Line sites are located on Department of National Defence (DND) reserves within the Nunavut Settlement Area (NSA);

AND WHEREAS DND wishes to undertake an environmental clean-up of the DEW Line sites, facilities and associated areas ~~require environmental clean-up~~;

~~AND WHEREAS operation of the DEW Line sites has also resulted in contamination and debris on lands and surroundings in marine and inland waters which require remediation and restoration;~~

AND WHEREAS the Inuit and the Federal Government have an interest in all activities that occur within the NSA, including, but not limited to, 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 the Inuit and the Government of Canada have entered into the Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada, (Nunavut Land Claims Agreement or NLCA), which is based on and reflects the following objectives:~~

- ~~to provide for certainty and clarity of rights to ownership and use of lands and resources, and of rights for Inuit to participate in decision-making concerning the use, management and conservation of land, water and resources, including the offshore;~~
- ~~to provide Inuit with wildlife harvesting rights and rights to participate in~~

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~~decision-making concerning wildlife harvesting;~~

~~• to provide Inuit with financial compensation and means of participating in economic opportunities; and~~

~~• to encourage self-reliance and the cultural and social well-being of Inuit;~~

~~AND WHEREAS pursuant to Article 11.9.1 of the NLCA, the Nunavut Planning Commission (NPC) is mandated to identify and prioritize the requirement to clean up waste sites in the NSA, including the DEW Line sites;~~

~~AND WHEREAS, pursuant to Article 24 of the NLCA, Canada shall provide reasonable support and assistance to Inuit Firms in accordance with that Article to enable them to compete for government contracts;~~

~~AND WHEREAS, pursuant to Article 24 of the NLCA, the Government of Canada is required to develop, implement and maintain procurement policies with the following objectives, in close consultation with Nunavut Tunngavik Inc. (NTI):~~

~~• increased participation by Inuit firms in business opportunities in the NSA;~~

~~• improved capacity of Inuit firms to compete for government contracts; and~~

~~• employment of Inuit at a representative level in the NSA;~~

AND WHEREAS DND and NTI are voluntarily entering into this Agreement to establish a framework for the decommissioning, remediation and restoration of the DEW Line sites in the NSA;

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

1.0 DEFINITIONS

~~**Bid Invitation** means all publicly called bids by DND or its contracting agency, a Contractor or Subcontractor for the completion of any Work at a DEW Line site;~~

~~**Bid Solicitation** means invitations to selected individuals or firms issued by DND or its~~

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contracting agency, a Contractor or Subcontractor for the completion of any Work at a DEW Line site;

Contract Documents means the drawings, specifications, environmental protection plan, and other documents work methodology plan, emergency response plan, health and safety plan, Site Specific Clean-up Plan and other documents issued as part of a contract on the decommissioning, remediation or restoration of a DEW Line site;

Contractor means a person or firm who has contracted with Canada or its contracting agency to carry out any decommissioning, remediation or restoration activity on any DEW Line site in the NSA;

Debris means hazardous and non-hazardous materials of non-natural origin existing on the surface, or visible and partially embedded within one metre of the surface or within two metres of the surface of any water body at low tide and any structures scheduled for demolition;

DEW Line sites means the Distant Early Warning Sites listed in paragraph 3.12 below;

DIAND means the Crown in right of Canada represented by the Minister of Indian Affairs and Northern Development or in his delegate;

DCL means Defence Construction (1951) Limited the designated contracting agent for contracting for the Department of National Defence for the Dew Line Clean-up;

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

Engineered Landfill means a landfill professionally designed to permanently isolate waste materials the contents of the landfill from contact with the environment. ~~—NEED DEFINITION HERE INCLUDING DISTINCTION BETWEEN A “SIMPLE” ENGINEERED LANDFILL AND ONE WHICH HAS A LEACHATE CONTAINMENT FACILITY— IE I ASSUME THAT AN ENGINEERED LANDFILL CONTAINING PAPER AND PLASTIC PRODUCTS (SEE APPENDIX B) DOESN'T HAVE LEACHATE CONTAINMENT AND LINERS ETC~~

Federal Regulations

Federal Guidelines

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Hazardous materials or substances means all materials or substances designated as hazardous under territorial or federal legislation at the time of the clean-up of a particular landfill.

~~Hydrocarbon Soils means soils containing petroleum hydrocarbons;~~

Inuit has the same meaning as in the NLCA;

~~Inuit Firm List means the list of Inuit firms maintained by NTI pursuant to Article 24.7.1 of the NLCA;~~

~~Inuit Firms has the same meaning as in the NLCA;~~

Inuit Owned Lands has the same meaning as in the NLCA;

Landfill means any area where a concentration of non-hazardous and/or or non-hazardous substances or materials or Debris have been deposited, dumped, buried or otherwise abandoned;

Minister of National Defence means the Minister of National Defence or his designate

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

~~Nunavut Tunngavik Incorporated (NTI)~~

Rules means the *Rules and Procedures for the Management of Inuit Owned Lands* adopted by NTI, as amended from time to time,;

Parties means NTI and DND;

~~Provisions means any warranty, term, agreement or representation set out in this Agreement;~~

Regional Inuit Associations (RIA) means the Qikiqtani Inuit Association, the Kivalliq Inuit Association and the Kitikmeot Inuit Association;

Relevant RIA means the RIA in the region in which a DEW Line site is located;

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~~Subcontractor~~ means a party who contracts with a Contractor or a subcontractor of a Contractor to perform any part of the Contractor's obligations with respect to any Work. The Contractor is accountable for the work performed by any Subcontractor;

~~Tier I and Tier II~~ soils means the soils which meet the definitions as set out in Appendix ~~E~~D of this agreement;

Work means all the materials, equipment, goods, services, labour, matters and things done or furnished or required to be done or furnished to perform any DEW Line site decommissioning, remediation or restoration activity.

2.0 OBJECTIVES

2.1 The objectives of this Agreement are to establish a broad environmental framework for participation of the Inuit in the clean-up of the DEW Line Sites in the NSA ~~in accordance with the goals and objectives of the NCLA~~ and to achieve cost effective and an environmentally sound DEW Line clean-up as described herein and restoration in accordance with applicable laws and guidelines regarding environmental and health protection.

2.2 DND and NTI will enter into a corollary agreement with respect to economic benefits for the Inuit and Inuit firms including provisions for training (this agreement may or may not involve regional negotiations).

3.0 GENERAL

3.1 **Scope.** This Agreement relates to the decommissioning, remediation, restoration and related activities of the following DEW Line sites:

PIN 2 - Cape Young
PIN 3 - Lady Franklin Point
PIN 4 - Byron Bay
CAM M - Cambridge Bay
CAM 1 - Jenny Lind Island
CAM 2 - Gladman Point
CAM 3 - Shepheard Bay

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CAM 4 - Pelly Bay
CAM 5 - Mackar Inlet
FOX M - Hall Beach
FOX 2 - Longstaff Bluff
FOX 3 - Dewar Lakes
FOX 4 - Cape Hooper*
FOX 5 - Broughton Island
DYE M - Cape Dyer

* Prior to the signing of this Agreement the clean-up of Cape Hooper (FOX 4) had already begun under a separate set of understandings. Therefore only the post clean-up provisions of this Agreement will apply to this site

3.23 **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.;

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

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

3.5-6 **Inuit Owned Lands.** All use of and access to Inuit Owned lands by DND, Contractors and subcontractors for the purposes of the Work is subject to the NLCA and the Rules, to the extent that the Rules are not inconsistent with the NCLA.

3.6

~~3.7 — Clean-up **Schedule. Schedules.** The Parties recognize and acknowledge that their agreed upon clean-up schedule is subject to the prioritization of clean-up of DEW Line sites by the NPC. Subject to such prioritization, t~~
The commencement and completion of the Work will take place in accordance with the attached

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~~Appendix Schedule~~ A. The Parties will use their best efforts to adhere to ~~Appendix Schedule~~ A.

~~If unforeseen event(s) occur which have a material impact on this schedule, the Parties will review the schedule and agree upon a revised schedule which will minimize any delays resulting from the unforeseen event(s);~~

4.0 Steering Review Committee

4.1 There shall, during the duration of this Agreement, be a Steering Review Committee to monitor progress, develop recommendations and suggest alternative solutions for achieving the commitments set forth in this Agreement by:

- (a) reviewing progress in achieving the commitments set out in this Agreement;
- (b) ensuring that any perceived deficiencies with respect to the Work or to commitments under this Agreement ~~discussed are brought to the attention of the Parties~~ and, where agreed, are expeditiously acted upon;
- (c) considering other items of mutual concern, as appropriate;
- (d) requesting the Environmental Working Group (EWG), established in accordance with section 7 of this Agreement, to undertake additional study and formulate recommendations to the Steering Committee.

4.2 The Steering Review Committee shall consist of four members, two to be named by DND and two to be named by NTI. It shall meet at least twice a year and at the request of any Party at mutually agreed upon times and locations. ~~An agenda shall be mutually agreed upon by the Review Committee~~ In order to place an item in the agenda, a Party shall provide that item to the other Party not less than ten working days before each scheduled meeting. The Steering Review Committee shall operate on the basis of ~~consensus~~ unanimous agreement.

4.3 Recommendations ~~agreed to by a majority of the members of the EWG will be incorporated into the site specific plan referred to in section 23 of this Agreement~~

or into the post-clean-up methodology as the case may be. Where either DND or NTI disagree with the EWG recommendations, it will raise the issue at the Steering Committee for discussion in accordance with clause 4.4. The Review Steering Committee will review the scoring of the risk assessment matrix and the recommendations of the Environmental Working Group, established in accordance with clause 7 of this Agreement, concerning the treatment of the landfills. The following approach will be used:

- (a) — If a majority of the members of the Environmental Working Group are in agreement with the Environmental Working Group recommendations then the Review Steering Committee will pass a resolution which accepts the Environmental Working Group's scoring and recommendations provided that the scoring and recommended treatment of the landfills is in accordance with the terms of this Agreement. DND will then include the treatment in its site specific plans;
- (b) — If the Environmental Working Group is deadlocked (ie 2-2) on any issue, including scoring of the risk assessment matrix and landfill remediation, (ie 2-2) regarding the scoring of the matrix and/or the remedial action to be taken for a particular landfill, the Steering Review Steering Committee will discuss the situation and attempt, in good faith, to arrive at a consensus. The Parties pursuant to clause 4.5 may, where appropriate, seek independent advice.

4.4 Should a consensus unanimous agreement not be reached, at the Steering Committee the following approach will be used:

- (a) Prior to Clean-up Commencing - the clean-up will not commence until the issue is resolved to the satisfaction of both Parties.
- (b) Clean-up has commenced - the clean-up will continue in accordance with the site specific clean-up plan. If the issue is not included in the site specific plan then DND will proceed based on the advice provided by its consultants. DND and NTI will continue to attempt to arrive at a consensus.

In either event, both Parties continue to have the option of involving the provisions of section 5 of this Agreement if unanimous agreement cannot be reached. If unanimous agreement is reached at a later date or there is an arbitration decision which differs from the actions taken by DND, the new decision will be implemented.

~~DND would proceed based on the recommendation of the engineering firm which DCL has contracted to complete the engineering design work for the landfills.~~

4.54 The ~~Steering Review C~~ommittee shall, with the agreement of the members, acting reasonably, invite representatives of Government departments, Inuit organizations, non-governmental organizations, Contractors, Subcontractors and others to provide advice or information as required. If requested by the other Party, DND and NTI agree to provide each other with all relevant scientific and technical information, with the exception of ~~the~~ information specifically excluded under the federal Access to Information Act

- advice to Ministers or Inuit Boards of Directors
- negotiating strategies
- commercially confidential third Party information
- personal information

~~upon request of the Review Committee.~~

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

5.0 ARBITRATION

5.1 If DND and NTI disagree on any question of fact or mixed question of law and fact related to the interpretation, implementation or operation of this Agreement, with the exception of any matter within the jurisdiction of the Arbitration Board under the NLCA, either party may by written demand refer the dispute to arbitration in accordance with the following provisions.

5.2 ~~The dispute shall be determined by An arbitration Panel consisting of aa~~ single arbitrator who both Parties agree is qualified to arbitrate the question in dispute ~~if the parties agree on one will render a decision on the dispute. If DND and NTI cannot agree on a single arbitrator then a decision will be render by an Arbitration Panel consisting of~~ Otherwise it shall be determined by three similarly qualified arbitrators, one of whom shall be chosen by NTI, one by DND and the third by the two so chosen, which third arbitrator shall be the chairperson. If within fifteen days of having received a written demand, or such extended time as the parties agree, a party fails to either agree to a single arbitrator or to appoint an

- arbitrator, or if the two arbitrators appointed by the parties do not agree upon the third arbitrator, then upon written application by either party such third arbitrator shall be appointed by the superior court having jurisdiction in the NSA.
- 5.3 The arbitration proceedings shall be held within thirty days following the appointment of the Arbitration Panel in a location agreed upon by the Parties or, if the Parties are unable to agree, as determined by the arbitration panel. The timing for the panel hearing may be extended by mutual consent of the Parties, not unreasonably being withheld.
- 5.4 The arbitration panel shall have jurisdiction to ~~rule on any question related to the interpretation, implementation or operation of this Agreement~~ determine all questions of fact, questions of mixed law and fact and to make an award, including interim relief, payment of interest, and costs. If an arbitration panel makes no decision as to costs, each party shall bear its own costs and an equal share of the other costs of the arbitration, including the remuneration and expenses of the arbitration panel.
- 5.5 ~~The decision of the Arbitration Panel shall be, in writing, within thirty days of the completion of the arbitration hearing and state the reasons on which it is based. The decision is final and binding and is not subject to appeal, but the decision may be reviewed by the superior court having jurisdiction in the NSA for a failure to observe the principles of natural justice or otherwise acting beyond or refusing to exercise its jurisdiction. Pursuant to section 17(3)(b) of the Federal Court Act, the Parties agree that the Federal Court Trial Division shall have jurisdiction to review the decision of an arbitration panel on any grounds set out in section 18.1(4) of the Federal Court Act. Parties may confer jurisdiction to the federal Court trial Division pursuant to section 17(3)(b) if the Federal Court Act. The Parties also agree that Court may rule on the grounds set out in section 18(1) of the Act.~~ The Arbitration Panel shall render a decision, in writing, within thirty days of the completion of the arbitration hearing and state the reasons on which it is based. The decision is final and binding and is not subject to appeal. Pursuant to section 17(3)(b) of the Federal Court Act, the Parties agree that the Federal Court Trial Division shall have jurisdiction to review the decision of an arbitration panel on any grounds set out in section 18.1(4) of the Federal Court Act. Parties may confer jurisdiction to the federal Court trial Division pursuant to section 17(3)(b) if the Federal Court Act. The Parties also agree that Court may rule on the grounds set out in section 18(1) of the Act.
- 5.6 Where a party to an arbitration fails to comply with any of the terms of the decision of the arbitration panel, any party to the arbitration may file in the office of the Registrar of the superior court having jurisdiction in the NSA, a copy of the decision in the prescribed form, whereupon the decision shall be entered in the same way as a judgement or order of that court, and is enforceable as such.
- 5.7 The territorial *Arbitration Act* shall apply in any arbitration under this Agreement ~~with respect to any matters not addressed herein,~~ to the extent that it is not

inconsistent with this Agreement, ~~and~~ unless otherwise agreed by the parties.

- 5.8 The arbitration panel may, on application, allow any ~~person~~ to participate in an arbitration as an intervenor, if in the arbitration panel's opinion the interest of that person may be directly affected by the arbitration, and on such terms as the arbitration panel in its discretion may order.
- 5.9 Unless the parties otherwise agree, the proceedings and Board's decision shall be made public.

6.0 Environmental Risk Assessment Matrix

- 6.1 All landfills will be scored by the EWG in accordance with the Environmental Risk Assessment Matrix as set out in Appendix ~~BCA~~ of this Agreement. The construction of this matrix takes into account two conservative assumptions:
- The contents of the landfills are unknown and all potential contaminants (ie substances typically used at DEW Line sites) may be present in the landfill
 - If a contaminant comes into contact with a receptors, it could they will have an adverse impact on those receptors regardless of the exposure duration or concentration

6.2

Landfills scoring 105 points or more are classified as potentially high environmental risk (Class A) and will be excavated. Landfills with a score of 100-104 points will be considered on a case by case basis to determine whether they should be excavated or considered as Class B landfills.

- 6.3 Landfills with a score in the range 75 to ~~99-104~~99 points are classified as moderate environmental risk (Class B). An engineered leachate containment system will be provided for these landfills to mitigate against potential environmental risks. The landfill engineers under contract to DCL will take into consideration any suggestion of the EWG regarding the design of the leachate containment facility.

In specific cases where an engineered leachate containment system cannot be constructed, ~~the EWG will recommend an evaluation of excavation will be carried out with the objective of determining~~ whether complete excavation or partial excavation with a leachate containment system is required.

- 6.4 Landfills with scores of 75 or less are classified as low environmental risk (Class C). ~~In general, the~~ remediation approach for these landfills ~~will be the~~ includes placement of an engineered cover ~~following collecting, sorting, and appropriate disposal of debris where it may impact on the integrity of the landfill, following collection, sorting, and appropriate disposal of debris from the surface, and excavation and disposal of any surface contaminated soils from the area. Some of the factors to be considered in the design of the cover include: thickness and cover material type instead of soil classification of the existing cover materials; slopes on the landfill; surrounding topography and available granular fills instead of the availability and soil classification of borrow materials. The cover is designed to promote surface water run-off (i.e. no areas of standing water); prevent erosion, and mitigate against settlement. Where required, the slope of the landfill may be modified and/or geotextiles may be incorporated into the granular cover to provide a long term solution. Hazardous debris will be removed and disposed of in accordance with federal regulations.~~ Generally, the final thickness of cover material ~~will be~~ is approximately 0.75 metres, ~~but and may vary be greater~~ depending ~~ingent~~ on site specific conditions. ~~The granular cover material is to be placed in layers and compacted before the placement of the next layer of granular fill, until the design thickness is reached.~~
- 6.5 ~~The total score has an error associated with it of approximately 5 points since there is some subjectivity in the scoring process.~~ Scores that fall within ~~plus or minus~~ five points of ~~75 a decision points~~ will be considered on a case by case basis.
- 6.6 The scoring of Category C: Receptors of the matrix will take into account local/traditional knowledge in accordance with the procedures set out in Section 8 of this Agreement ~~of this Agreement~~. The primary focus for the collection of ~~this information~~ local/traditional knowledge will be on the local community and an Inuit representative who is familiar with the DEW site under assessment.
- 6.7 The scoring of the landfills will take place ~~at least one year~~ before the clean-up at that DEW site commences ~~and the site specific clean-up plan is finalized.~~

7.0 Environmental Working Group

7.1 An Environmental Working Group (EWG) will be established. The EWG will consist of four members, two chosen by each of the Parties. The members will be qualified engineers and/or scientists with expertise in environmental remediation and clean-up in northern climates.

7.2 The EWG will for each of the landfills prior to the clean-up of that site, be responsible for the scoring of the risk assessment matrix, interpreting the results and recommending a remediation solution in accordance with this Agreement ~~for each of the landfills prior to the clean-up of that site~~. If a majority of the members of the EWG are in agreement with the EWG recommendations then DND will include these recommendations in its site specific plans which are referred to in section 23 of this Agreement. If the EWG is deadlocked then the issue will be referred to the Steering Committee as per section 4.3 of this Agreement.

7.3 During the monitoring period, the EWG will also ~~examine~~review the results of the monitoring program in accordance with the methodology set out in section 20~~section XXX~~ of this Agreement and report to the ~~Steering Review~~Steering Committee on the results of their investigation~~review~~. Should changes to the monitoring plan and/or additional remediation be required, the EWG will make recommendations to the ~~Steering Review~~Steering Committee on what action should be taken as per section 4.3 of this Agreement.

7.4 The EWG will go on-site during the pre-cleanup delineation phase of the project to assemble information required, including local/traditional knowledge as per section 8 of this Agreement, to score the risk assessment matrix. DND will contribute \$10,000 per site to NTI to defray the cost incurred by its EWG members and a community representative selected by the relevant RIA (NTI Representative). DND will also provide the NTI representative transportation costs whenever the NTI representatives are travelling to a site or to a community with the DND representatives on a DND charter. DND will also provide meals and accommodation for the NTI representative while at the site.

~~7.4 DND agrees to defray some of the costs borne by NTI for the scoring of the risk assessment matrix. DND will pay for the EWG transportation costs from an airport convenient to DND to the DEW site and to the nearest community~~

~~provided that the NTI members are travelling to the site with the DND representatives. DND will also pay for meals and living expenses for the EWG members during the site visit. In addition, DND will reimburse NTI up to \$5,000 per site for costs associated with its EWG members and/or a community representative to score the matrix for the landfills at that particular site.~~

~~The EWG will go on site during the pre cleanup delineation phase of the project to assemble information, including local/traditional knowledge as per section 8 of this Agreement, required to score the risk assessment matrix. DND will contribute \$10,000 per site to NTI to defray the cost incurred by its EWG members and a community representative selected by the relevant RIA (NTI Representative). DND will also provide the NTI representative transportation costs whenever the NTI representatives are travelling to a site or to a community with the DND representatives on a DND charter. DND will also provide for meals and accommodation expenses for the NTI representative while at the site~~

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

8.0 Local/Traditional Knowledge

- 8.1 Traditional and local knowledge for use in the scoring of the risk assessment matrix will be collected during the Pre-~~CleanupConstruction~~ Delineation phase of the DEW Line clean-up project.

- 8.2 An Inuit representative familiar with the DEW site and traditional use of the area around the site will be chosen by the relevant Regional Inuit Association to be on site during the pre-construction delineation phase of a site clean-up. The Inuit representative ~~will~~~~ould~~ work closely with the EWG to identify Inuit use of the area, wildlife patterns, and past events and occurrences that may have impacted ~~on~~the landfills (i.e. dumping, hazardous waste storage, natural occurrences) in order to assist in the scoring of the matrix.

- ~~8.3 DND and NTI will attempt to establish a community DEW Line Clean-up Committee which would facilitate the flow of local knowledge to the EWG prior~~

- to, and during, the site visit.
- ~~8.4~~ The EWG will visit the local community (ies) most affected by the DEW site. The EWG will conduct one-on-one interviews with a number of residents and will also meet with the Hamlet Administration Officer and/or the Hamlet Mayor, the local Hunters and Trappers Association, and relevant community organizations to obtain information concerning the traditional use of the area by the community. The Community Land and Resource Committee (CLARC) will be consulted if Inuit Owned Land is affected in any way.
- ~~8.5~~ 8.5 In anticipation of these community consultations, DND, in consultation with NTI will prepare an information package in English and the relevant Inuit language for use in the community consultations. The package will include maps of the site and the surrounding area along with sample questions (see Appendix D) that would facilitate discussion.
- ~~8.6~~ The EWG will also visit the local community (ies) most affected by the DEW site. The EWG will conduct one-on-one interviews with a number of residents and will also meet with Hamlet Administration Officer and/or the Hamlet Mayor, the local Hunters and Trappers Association, and relevant community organizations to obtain information concerning the traditional use of the area by the community.
- ~~8.4~~ DND will provide NTI with at least six months notice regarding the dates for the site visit in a given season. Six weeks notice will be provided regarding the dates for the site visit. DND will attempt to arrange the timing for the community consultation to avoid harvest time when members of the community might be on the land. NTI in conjunction with the EWG will notify the RIA and the local communities of the dates for the visit by the EWG in to provide adequate time for the selection of an Inuit consultant and for the community to prepare for the visit. The EWG will arrange the interviews with the various community associations and individuals.
- ~~8.6~~ DND will provide NTI with at least six months notice regarding the site visit in a given season. Six weeks notice will be provided regarding the dates for the community visit. DND will attempt to arrange the timing for the community consultation to avoid harvest time when members of the community might be on the land. NTI in conjunction with the EWG will arrange the interviews with the various community associations and individuals.

8.7 The EWG will document all information collected during the community consultations. This information will be provided to DND, NTI, the relevant RIA and the host community. ~~DND will prepare an information package for use in the community consultations. The package will include maps of the site and the surrounding area along with a questionnaire (a sample questions are presented in Appendix C as a guide to the EWG) that would facilitate discussion.~~

8.86 All information collected from the interviews will be considered during ~~incorporated into~~ the matrix scoring and will be given equal ~~status~~ consideration with conventional scientific knowledge collected during the site visits.

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

9.0 CEPA Soils

9.1 ~~CEPA s~~Soils at concentrations exceeding federal regulations (referred to herein as "CEPA" soils) will be removed from the site and disposed of in a licenced facility in accordance with those federal regulations. Should existing regulations be amended to allow other ways to dispose of GCB-contaminated soils or materials (eg landfilling or bio-remediation), then the EWG would study these possibilities and make appropriate recommendations to the Steering Committee.

10.0 Tier II Soils

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

10.2 Tier II soils will be excavated and placed in an engineered, lined, leachate c~~Tier II Soil Containment f~~Facility (Tier II Disposal Facility) containing appropriate liners. After excavation, the area will be backfilled with sufficient an equal

~~amount of clean fill~~ to provide an effective layer over any remaining Tier I soils and to meet the requirement of clause 22 of this Agreement . A schematic of a Tier II Disposal facility is presented in Appendix K. Tier II soils may also be placed in a similarly ~~engineered~~ cell of a larger ~~engineered~~ landfill. The location of the Tier II ~~Disposal Facility~~~~engineered landfill~~~~Soil Containment Facility~~ will ~~be selected in order to minimize potential environmental impact in a cost-effective mannertake into account project cost so as to minimize construction cost while at the same time minimizing the potential environmental impact.~~ In some cases Tier II soils may be transported from one DEW site to another depending on soil volumes and project economics.

10.3 Confirmatory testing will be conducted in accordance with the methodology outlined in section ~~13~~14 of this Agreement.

11.0 Tier I Soils

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

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

11.3 ~~10.3~~—Tier I soils will be placed in a professionally engineered landfill where they may be used as intermediate fill ~~in engineered landfills.~~

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

12.0 Hydrocarbon Soils

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

12.2 Each contaminated area will be evaluated qualitatively by the EWG using the checklist outlined in Appendix J4 of this Agreement.

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

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

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

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

~~12.1~~

~~12.0~~ — **CEPA Soils**

~~Soils containing PCB's above 50 ppm will be removed from the site and disposed of in a licenced facility in accordance with regulation MSSC 1992.~~

13.0 **Pre -Clean-up Construction Delineation and Confirmatory Soil Testing**

13.1 ~~A comprehensive pre -clean-up~~construction delineation program will be designed to ensure that all contaminated soil and contaminated building material will be identified ~~including potential areas identified by NTI requiring investigation and remediated.~~ DND will investigate areas of concern identified by NTI and/or its representatives who will be on-site during the delineation work. Risk assessment consideration will be given to soils that act as sources of contaminants to nearby aquatic environments even if the contaminants are below the relevant DCC criteria. The method of delineation will follow the grid as set out in Appendix F of this Agreement.

13.2~~1~~ Confirmatory testing of contaminated ~~areas-, other than Tier I soils, -soils~~ will ~~be conducted after contaminated soils have been excavated. Confirmatory testing will be conducted in accordance with~~ follow the protocol outlined in Appendix F of this Agreement~~this section.~~ Steering Review

13.3 Should there be evidence to suggest that some contaminated areas were missed during the ~~pre -clean-up~~construction delineation work, these areas will be investigated in accordance with ~~the~~ the pre -clean-up~~construction~~ delineation methodology.

Table 13.1-1: Confirmatory Testing Grid Sizes

~~Where the excavation has an irregular shape, samples from the perimeter of the excavated area are to be collected following the shape of the excavation, rather than the grid if the grid points do not fall on the edge of the excavation.~~

~~The applicability of field equipment will be determined during the pre-construction delineation phase. Should field equipment be used 10-20 per cent of the samples taken in the field will be analyzed in a laboratory mutually acceptable to DND and NTI.~~

13.42 During the confirmatory testing phase, NTI may assign a qualified observer to the site.

13.5 Appropriate quality assurance measures acceptable to the EWG will be taken to ensure the accuracy of all analytical work in the field or in laboratories. any field equipment used during testing participate in the closure of each area following confirmatory testing and deal with new issues in a timely fashion.

14.0 **Debris ~~in Marine and Inland Waters~~**

14.1 Debris will be collected and sorted into hazardous and non-hazardous components. Hazardous debris will be disposed of in accordance with Federal regulations. Non-hazardous debris will be buried in a professionally engineered landfill, provided there is a suitable location and sufficient gravel is available. Appendix C contains additional details concerning the destination of collected debris.

14.21 All debris which is attributable to the operation of any DEW site ~~and which is within a reasonable proximity to the DEW site~~ and is within two metres of the surface at low tide or within two metres of the surface of an inland water body will be removed by DND.

15.0 **Off Site Contamination and Debris**

- 15.1 Where there is reasonable evidence of additional off site contamination or debris which, subject to clause 15.2, is ~~solely~~ attributable to the operation of a nearby DEW site, DND will undertake testing to determine the extent of the contamination in consultation with NTI and remediate the site in accordance with the relevant sections of this Agreement.

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

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

16.0 PCB²s in Paint

- 16.1 PCB²s in paint will be treated in accordance with applicable~~current~~ federal regulations. ~~Changes to these regulations will be dealt with in accordance with section 25.1 of this Agreement. any new regulations issued by Environment Canada. If Environment Canada issues new guidelines concerning PCB's in paint by the Federal Government, the issue will be referred to the EWG to obtain recommendations concerning the application of the new guidelines to the DEW Line Clean-up. The Steering~~Steering Committee will examine~~review~~ the recommendations of the EWG and decide how to proceed. ~~In the intervening time no further clean-up beyond CAM M will be commenced.~~

17.0 Materials Containing

17.0 Lead-based Paints

- 17.1 ~~Treatment of Materials containing~~ Lead-based paints will be placed in a professionally engineered landfill ~~in accordance with applicable federal regulations~~ guidelines. Should regulations or guidelines be issued which direct otherwise, the implementation of this change will be dealt with in accordance section 25.1 of this Agreement. ~~If new guidelines concerning PCBs in paint are issued by the Federal Government, the issue will be referred to the EWG to obtain recommendations concerning the application of the new guidelines to the DEW Line Clean-up. The Steering Committee will examine the recommendations of the EWG and decide how to proceed.~~

18.0 Barrels

- 18.1 The testing and disposal of POL tank sludge, waste oil, petroleum products, antifreezing agents, solvents and barrels will be handled in accordance with the criteria as set out in ~~DLCU Protocol for barrels~~ (see Appendix GE).

19.0 Borrow Material

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

20.0 Monitoring Program

- 20.1 ~~The monitoring program will identify an actual or potential landfill failure. Remedial action will be undertaken if leachate is present at levels greater than the site specific baseline concentrations at the time of the landfill completion. Remedial action will be undertaken if leachate is present in excess of CCME guidelines. Action taken as result of the monitoring program will ensure the integrity of the landfills and thereby the health of the Inuit is protected on a~~

continuing basis.

20.2 Following the completion of the clean-up for a site, DND will commence a monitoring program in accordance with Appendix H of this Agreement.

20.3 The monitoring program will have three phases. The objective of each phase are identified in Appendix H.

20.4 Monitoring results will be communicated to both Parties in the form of a comprehensive report.

~~20.2 Inuit business opportunities associated with the work performed to undertake the actual monitoring activity will be addressed in a separate agreement dealing with economic, training and business issues. To be completed later~~

21.0 Research Proposals

21.1 NTI, on behalf of communities, may raise at the Steering Committee, items, including the need for hydrographic mapping, at the Steering Committee which could involve the requirement for research and investigation. These proposals will be discussed and evaluated at the Steering Committee. If the Steering Committee decides that the proposals are consistent with the objective of the clean-up which is to protect the environment from contaminants entering the food chain or involve direct DEW site related impacts which could cause significant economic impact, DND will fund the agreed upon necessary research activities.

21.2 Where the proposals are broader in nature and not solely restricted to DND DEW site activities, DND will support NTI in seeking funding under other Government programs and/or initiatives and may contribute funding to the approved proposals.

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

22.0 Site Restoration

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

23.0 Site Specific Clean-up Plan

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

24.0 Liability and Indemnification

- 24.1 24.1—DND acknowledges and agrees that it has continuing responsibility and liability for all DEW Line sites, including, without limitation, the integrity of all landfills remaining on site. DND agrees that should there be evidence of potential or actual failure of a landfill, it will investigate the situation pursuant to the monitoring provisions of this Agreement.
- 24.2 Should there be evidence of contamination at the DEW Line site which exceeds the protocol standards as set out in this Agreement at the time of the signing of this Agreement and which cannot be attributed to a third Party then DND will undertake the clean-up. and any contamination remaining after completion of its clean-up operations.
- 24.32 The Parties acknowledge and agree that NTI and the RIAs have no liability to DND, Canada or any person for any damages or losses of whatever kind and however causes, whether foreseeable or not, for damages and losses arising from

~~the performance or non-performance, whether wrongful, intentional or otherwise, of any contract or portion of a contract for any Work, by any Inuit Firm or by any other person, as the General Contractor, Subcontractor or otherwise. DND agrees that nothing in this Agreement shall relieve the Crown or its agents either at present or in the future from complying with all applicable federal laws of general application. Changes to territorial law will be referred to the EWG which will make recommendations to the Steering Committee concerning the relevanceapplicability of these changes to the clean-up.~~

~~DND agrees that it will be a term of any sale or transfer that the purchaser must assume DND responsibilities with respect to this Agreement. It will also be a further condition of this sale that the purchaser place in escrow a performance bond in an amount acceptable to DND and NTI.~~

24.4 DND agrees that it will be a condition of any sale or transfer of any of the lands comprising the DEW Line sites that the purchaser must assume DND's obligations under this Agreement with respect to the lands sold or transferred. It will also be a further condition of any such sale or transfer that the purchaser or transferee shall provide security for the performance of the assumed obligation and shall provide and maintain a letter of credit, surety bond, or other security in a form and amount mutually agreeable to the Parties.

25.0 Amendments ~~—————To be completed later~~

254.1 Should existing federal regulations or guidelines be amended, the EWG will examine the implementation of these changes or amendments taking account the special characteristics of the Arctic environment and make appropriate recommendations to the Steering Committee in accordance with section 4.3 of this Agreement.~~If federal regulations are amended regarding items outlined in this Agreement during the clean-up activity the remaining sites will be treated in accordance with the new regulations. If the federal Government issues new guidelines concerning the treatment of items included in this Agreement, the new regulations will be submitted to EWG to obtain recommendations concerning the application of these new guidelines to the DEW Line clean-up. The Steering Committee will examine the recommendations of the EWG and decide how to proceed.~~

25.2 The Protocol for confirmatory testing may be reviewed and ~~adjusted~~varied on a site by site basis provided that a majority of the EWG are in agreement with the

changes. Permanent or major changes will require the ~~prior~~ approval of the Steering Committee.

25.3 In the event that either Party wishes to amend the schedule as set out in Appendix A, it will provide the other Party with thirty (30) months written notice. If unforeseen event(s) or a decision by a regulatory body occurs which has a material impact on this schedule, the Parties will review these events and attempt to arrive at a mutually acceptable alternative.

25.43 Both Parties agree to review changes in technology and research studies which may have a bearing on this Agreement and discuss the need for changes resulting from these developments. The Steering Committee may task the EWG to investigate a particular technology pursuant to clause 4.1 (d) of this Agreement. Recommendations of the EWG will be implemented in accordance with section 4.3.

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

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

26.0 EWG Reports

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

276.0 Notices

276.1 Where any Party is obliged or entitled to give any notice, request, approval, demand, ~~c~~Consent, direction or other communication (ie Notice) to the other Party, such party shall first communicate the substance thereof personally or by

telephone. However, such Notice shall not be sufficiently given until sent in writing to the addressees at the address below. Any Notice may be personally delivered or sent by registered mail or telefacimile and will be effective upon receipt by the addressee.

276.2 Notices to DND will be sent to:

Director General Environment~~To be completed later~~
National Defence Headquarters
101 Colonel By Drive
Ottawa, Ontario
K1A 0K2

276.3 Notices to NTI will be sent to:

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

28.0 Termination of the Agreement

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

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

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

<u>Director General</u>	<u>President</u>
<u>Environment</u>	<u>Nunavut Tunngavik Incorporated</u>
<u>Department of National Defence</u>	

<u>Dated</u>	<u>Dated</u>
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Annexes to the Agreement

DEW Line Clean-up
Environmental Provisions~~Comprehensive Agreement~~

05/26/9805/26/9805/01/9804/30/9804/14/9804/09/9804/08/9804/08/9803/23/9803/13/9803/13/98

DEW Line Clean-up
Environmental Provisions~~Comprehensive Agreement~~

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03/13/98

Appendix~~Schedule~~ A

Clean-up Schedule

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

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

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

Appendix BA

Environmental Risk Assessment Matrix

Introduction

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

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

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

~~Matrix Factors~~

A. Contaminant Source

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

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

A.1 Landfill Extent

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

A.2 Estimated Depth

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

A.3 Presence of Leachate

Leachate provides evidence of contamination within landfill. Leachate can be defined as the presence of contaminants in water emanating from the landfill, but concentrations may be so low as to be difficult to detect. The presence of leachate can be better determined by the presence of contaminated soil at the toe of the landfill, indicating chronic low levels of contaminants leaching from the landfill. All types of contaminants in leachate (PCBs, (Polychlorinated Biphenyls) TPH (Total Petroleum Hydrocarbons) or inorganics) are considered to be of equal concern, as indicators of contamination within the landfill.

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

A.4 Surface contaminated soil

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

A.5 Presence of surface debris

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

B. Pathways

The primary transport mechanisms for contaminants from the DEW Line landfills are considered to be:

- aerial transport of fine particles; and
- water transport, both as surface water run-off or subsurface water flow.

B.1 Aerial Transport of Contaminants

All contaminants can be transported as particles; windblown debris is not considered in this category, as debris pickup is inherent in any cleanup. Surface contamination or surface expressions of leachate imply the potential for aerial transport. This factor is given a low weight because the quantity of contaminated soil on the surface of a landfill is generally low relative to the quantity of contaminated soil at the site as a whole. In addition, it is anticipated that relative to the effect of water movement, aerial transport contributes less to the transport of contaminants away from a landfill.

B.2 Water Movement

Water movement includes the movement of surface water and subsurface water within the active layer. “Groundwater” is not addressed as an issue separate from surface water as the movement of water within the active layer is subject to the same driving forces as surface water. The intent of this sub-category is to examine factors that affect migration away from the landfill – slope, runoff, extent and type of cover on the landfill, annual precipitation and distance to surface water. Among these factors, topography, runoff potential and proximity to surface water are given the highest weight.

B.2.1 Topography

The degree of the slope on which the landfill is located is one of the major factors contributing to transport of contaminants; the scoring is carried out on a sliding scale. In cases where there are different slopes across the landfill, a weighted average is used.

B.2.2 Cover Material – Depth

The extent to which potential contaminants are available to transport is also dependent on the depth and type of cover material. The potential for leachate generation and correspondingly, leachate migration, is related to the infiltration of water into the landfill. Cover over the landfill helps mitigate infiltration of water into the landfill contents. As the thickness of the landfill cover increases, the likelihood that potential contaminants will be released from the landfill decreases. If the active layer is contained in the cover material above the debris, then the potential for surface water infiltration into the landfill is small; this circumstance is assigned the lowest score.

B.2.3 Cover Material – Type

The erosion potential of a landfill is partly based on the type of cover material. Erosion can eventually lead to the exposure of the landfill contents. Some cover materials are more susceptible to erosion than others; well graded gravels are the least susceptible, and silty materials are the most susceptible. In cases where there is no cover, this factor is assigned the highest score. Where the cover materials consist of a combination of soil types, the scoring should reflect the more conservative or higher score.

B.2.4 Surface Water/Run-Off Potential

This factor aims to describe the destructive potential of water action on the landfill, which could take the form of waves; streams, rivers or lakes; or seasonal drainage. Where there is significant seasonal drainage, the run-off potential is high. “Significant seasonal drainage” is defined as run-off that has the potential to transport large quantities and concentrations of contaminants to surface water courses over a short period of time (CCME 1992, p.23). Significant seasonal drainage also includes consideration of major snow drifting on a landfill.

B.2.5 Precipitation

The amount of precipitation received, either as rain or snow fall, affects the amount of surface water infiltration or run-off. The majority of the DEW Line sites receive less than 500 mm of precipitation annually, with the exception of Cape Dyer. Typically, the amount of precipitation at any site is relatively low; therefore it is unlikely that any single precipitation event would cause significant runoff. This factor is therefore given a relatively low weight.

B.2.6 Distance to Downgradient Perennial Surface Water/Seasonal Drainage Channel

The distance to surface water will affect the probability of contaminants reaching the watercourse. This factor can include streams, seasonal or perennial, running directly through the landfill, or streams and lakes downgradient from the landfill, but it is intended to exclude small ponds with no outflow. On very steep slopes this distance should consider the horizontal distance to the water body rather than the vertical drop. The impact of drainage with respect to contaminant exposure is not considered in this category (it is considered under Receptors); this factor determines whether there is a drainage pathway from the landfill.

C. Receptors

This section addresses the potential for impact on receptors, specifically, aquatic and terrestrial habitats, as well as human exposure. Impact on humans is the primary consideration; however, it should be recognized that impact on humans is implicit in the scoring of factors addressing ecosystem impact. The scoring within each category is to be based on recorded data, as well as local knowledge of the land use in the area, and therefore requires local input.

C.1 Potential Impact on Receiving Freshwater/Marine Habitat

The water body should be selected based on the potential effects on the receiving habitat. In the selection of the receiving water body to be used in the landfill evaluation matrix, consideration must be given to the regional drainage patterns. For example, where the drainage from a landfill is overland (i.e. there is no direct connection between the landfill and the downgradient water body), water bodies beyond 2 kilometers should not be used in the evaluation. This is based on the premise that natural attenuation of any potential contamination will occur with overland flow. Where a direct connection between a landfill and a downgradient water body exists, via a stream or interconnected ponds, the two-kilometre limit should not be used.

C.1.1 Proximity to Receiving Freshwater/Marine Habitat

“Receiving habitat” is considered to be the most potentially impacted significant body of water near the toe of the landfill. The water body may support freshwater or marine life and/or may be used by avifauna and/or terrestrial mammals as a water source. It is not necessarily the seasonal drainage course or perennial water body closest to the landfill toe: This section’s objective is to select a habitat which support receptors rather than identify the closest body of water. It is assumed that only habitat downgradient from the landfill is to be considered (given that aerial transport of contaminants to habitat upgradient from the landfill will be addressed by the remediation of contaminated soil).

C.1.2 Estimated Habitat Usage – Freshwater/Marine

This section is scored based on the frequency of usage within the selected receiving water body: the level of biodiversity and the occurrence of calving/spawning should be considered in scoring. It is recognized that freshwater and/or marine wildlife is potentially more at risk compared with terrestrial wildlife or avifauna, which should only be exposed through water ingestion. Thus, when terrestrial wildlife or avifauna is the primary receptor, the score for this factor should fall into the moderate or low category based on the potential frequency of usage. Otherwise, when the selected water body sustains freshwater and/or marine wildlife, the level of biodiversity should be used to evaluate the score. It should be noted that the most conservative approach - in the selection of the receiving water body - must be used when scores from section C.1.1 and C.1.2 are combined. Finally, “Biologically sensitive” areas such as bird sanctuaries and/or endangered, threatened or vulnerable populations should be considered as “special considerations”.

C.2 Potential Impact on Receiving Terrestrial Habitat

C.2.1 Extent of Vegetation

Typically the area in which to consider vegetation would include an area 300 m downgradient from the toe of the landfill. The area within this distance is expected to be most susceptible to uptake of contaminants if they are leaching from the landfill, but a larger or smaller area could be considered if site specific conditions warrant it.

C.2.2 Estimated Habitat Usage – Terrestrial/Avifauna

The same criteria as for usage of aquatic habitat are to be applied.

C.3 Potential Human Exposure Through Land Use

C.3.1 Presence/Occupation

This factor addresses strictly dermal exposure and inhalation; consumption of food and water from the area is dealt with in subsequent factors. The risk of dermal exposure or inhalation is much lower when soil is frozen; therefore winter occupation of the site is assigned a low risk. “Summer” in this factor is intended to include the spring, summer and fall periods when the ground is not frozen. Within this factor, the scoring takes into account the likelihood and the duration of contact. In such way, proximity to a community is considered (high likelihood of contact), although proximity to a community does not necessarily trigger a high score if visits are infrequent (low duration of contact).

The likelihood of contact considers proximity to community or to a camp, as well as proximity to “travel routes”. The duration of contact considers full time residences (i.e. permanent community for high, summer camp for moderate, winter camp or travel routes as low). Scores may be interpolated between the allocated points, according to the table below.

Table 1-1: Scoring Guide for Section C.3.1

	High Likelihood of Contact	Moderate Likelihood of Contact	Low Likelihood of Contact
High Duration of Contact	8	6	4
Moderate Duration of Contact	6	4	2
Low Duration of	4	2	1

DEW Line Clean-up

Environmental Provisions~~Comprehensive Agreement~~

05/26/9805/26/9805/01/9804/30/9804/14/9804/09/9804/08/9804/08/9803/23/9803/13/9803/13/98

Contact			
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For large DEW Line sites, different parts of the site need to be considered individually, as some areas of the site could be quite far (more than a few kilometres) from the landfill under consideration.

C.3.2 Proximity to Drinking Water Source

Regardless of whether the source is seasonal or perennial, an established community or a summer camp water source located downgradient of the landfill is to be considered in this factor.

C.3.3 Food Consumption

Sedentary organisms are more susceptible to local inputs as their exposure is large if they are downgradient from the landfill. These organisms can include bottom-dwellers such as sculpins, mussels, sea urchins etc., as well as terrestrial vegetation, which can be used for medicinal purposes. This kind of contamination “is quite localized when considered on a broad regional scale” (DIAND 1997, pg. 5). Migratory marine animals may have body burdens of contaminants; these are not directly attributable to local contaminant sources, as the vast majority of organochlorines, for instance, arrive in the Arctic via long range transport.

Caribou living in the general area of DEW Line sites do not have elevated levels of contaminants, since they feed over a very wide area. The Canadian Arctic Contaminant Assessment Report (DIAND, 1997) describes these results in more detail.

It is recognized, however, that sources such as DEW Line sites do contribute contaminants to the Arctic ecosystem. For the purpose of scoring the matrix, therefore, a high consumption of animals from the area surrounding the DEW Line sites has the potential to pose a higher risk than a low consumption, **although in general the risk remains low.**

This factor is divided into two sub-sections, and the score is the sum of the score for each of the two sub-sections.

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1.3 Special Considerations

As indicated in the introduction to the matrix (section 1.1), each of the three main categories includes a “*special considerations*” factor. The proposed value of the special considerations factor is a maximum of ten percent of the overall score for each category. It is intended that no circumstance will allow a user to assign a special considerations score that will cause the score for that category to exceed the maximum allotted. To avoid undue bias, it is also suggested that the user should complete the entire evaluation form and score a site before addressing special considerations in the total score.

The Environmental Working Group (EWG) based the landfill risk evaluation matrix on the CCME model which defines three categories: contaminant source, pathways and receptors. Within those three categories, the EWG tried to address all of the possible factors contributing to risk. Recognizing that even a thorough matrix could never address all possible risk factors, special considerations were included to address specific risk factors, which are not general to all of the DEW Line sites.

As noted in the CCME document, the special considerations factor is not intended to be applied on a regular basis, as it addresses very site-specific risk factors. In fact, if the special consideration factor was being consistently applied in the scoring of landfills, it would indicate that the matrix itself was incomplete. Special considerations should be site-specific characteristics that can be documented.

Three examples of how special considerations could be applied are provided to clarify the use of such a classification:

Example 1. Wildlife on site

At Byron Bay, the caribou belong to the Peary herd, an endangered species. It may be that “special considerations” points would be assigned to the Receptors category when endangered, threatened and/or vulnerable species (COSEWIC, 1997) are known to visit the DEW Line landfill.

Example 2. Drinking water

The risk associated with landfill impact on a drinking water source is addressed in section C.3.2. In that section, the distance from a landfill to a known drinking water source, permanent or seasonal, is used as an indicator of the risk that the contaminants in the landfill could have an impact on the drinking water source. If a landfill is close to a drinking water source, then section C.3.2 would be assigned the maximum score (8 points). In the case of Pelly Bay, however, where the landfills are far from the drinking water source and therefore receive a relatively low score in section C.3.2, “special considerations” points may be added to address concerns that the landfills are located in the watershed for the community drinking water supply.

Example 3. Proximity to a community

In the landfill risk evaluation matrix, human exposure to a landfill is measured in the following way: people can spend time at the landfill (potential dermal exposure), they can drink water from an area near the landfill (potential ingestion), they could live very close to landfills (potential exposure through aerial transport) or they could eat animals that feed near the landfill (potential ingestion). These three considerations form section C.3 of the risk evaluation matrix. If a landfill is located near a community, there is a greater likelihood that people will spend time at the landfill than there is for landfills far from a community. It is not necessarily the case, however, that landfills near communities receive frequent visits; therefore, instead of creating a special section addressing proximity to a community, the risk of human exposure (section C.3.1) is more accurately evaluated by measuring time spent at a landfill. In these cases, however, “special considerations” points may be added to the Receptors category to address a community’s specific concerns.

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Appendix CB Disposal Requirements For Items Potentially Found At Dew Line Sites

Hazardous materials (as defined by ~~the Transportation of Dangerous Goods Act~~, federal or territorial legislation) will not be landfilled at the DEW sites.

The following table includes items that could be found at DEW sites and provides the treatment of these items as part of the clean-up.

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<u>Item</u>	<u>Disposal</u>
Waste oil	<u>Treat as per the DLCU Barrel Protocol/GNWT criteria</u>
PCB-containing equipment (e.g. transformers/capacitors)	<u>Treat as per federal regulations</u>
Asbestos	<u>Bag and bury according to GNWT regulations</u>
Sewage-liquid	<u>Treat as per wastewater discharge criteria</u>
Sewage-solid	<u>Treat as soil</u>
Lead and PCB based paints	<u>Treat as per federal regulations</u> WAITING FOR REGULATORY INFORMATION
Radioactive tubes	<u>Not suitable for landfill</u>
Scrap metal	<u>Bury in engineered landfill on site</u>
Radar components	<u>Bury in engineered landfill on site</u>
Fuel barrels	<u>Treat as per the DLCU Barrel Protocol/GNWT criteria</u>
Lime	<u>Not suitable for landfill</u>
Antifreeze	<u>Treat as per the DLCU Barrel Protocol/GNWT criteria</u>
Wood	<u>Bury in engineered landfill on site</u>
AVGAS (aviation fuel)	<u>Treat as per the DLCU Barrel Protocol/GNWT criteria</u>
Sulfamic acid	<u>Not suitable for landfill.</u>
Cathode-ray tubes and screens	<u>Bury in engineered landfill on site</u>
Filtration tubes	<u>Not suitable for landfill</u>
Oscillators	<u>Bury in engineered landfill on site</u>
Meters	<u>Not suitable for landfill if PCB- or mercury-containing</u>
Copper wire	<u>Bury in engineered landfill on site</u>
Transmission fluid	<u>Treat as per the DLCU Barrel Protocol/GNWT criteria</u>
1,1,1-trichloroethane	<u>Not suitable for landfill</u>
PBX telephone equipment	<u>Bury in engineered landfill on site</u>
Mercury vapour rectifier tubes	<u>Not suitable for landfill</u>
Paint thinners	<u>Treat as per the DLCU Barrel Protocol/GNWT criteria</u>
Batteries	<u>Not suitable for landfill</u>
Chlorinated hydrocarbons	<u>Treat as per the DLCU Barrel Protocol/GNWT criteria</u>
Corrosion inhibitors	<u>Not suitable for landfill</u>
Lye	<u>Not suitable for landfill</u>

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<u>Item</u>	<u>Disposal</u>
<u>Corrosives</u>	<u>Not suitable for landfill</u>
<u>Plastic</u>	<u>Bury in engineered landfill on site</u>
<u>Solvent</u>	<u>Treat as per DLCU Barrel Protocol/GNWT criteria</u>
<u>Dynamite</u>	<u>Not suitable for landfill</u>
<u>RF Interference filters</u>	<u>Bury in engineered landfill on site</u>
<u>Generators</u>	<u>Clean and bury in engineered landfill on site</u>
<u>Scopes</u>	<u>Bury in engineered landfill on site</u>
<u>Vehicles</u>	<u>Clean and bury in engineered landfill</u>
<u>Rubber fuel bladders</u>	<u>Clean and bury in engineered landfill on site</u>
<u>Creosote-treated poles</u>	<u>Bag and bury in engineered landfill on site</u>
<u>Compressed gas cylinders</u>	<u>Vent, puncture and bury in engineered landfill on site</u>
<u>Refrigeration equipment</u>	<u>Recover freon and bury in engineered landfill on site</u>
<u>Paper</u>	<u>Bury in engineered landfill on site</u>

Appendix ~~DE~~

Sample Questions For Community Consultations

Habitat Considerations

- Are there fish/birds/clams in the pond/lake/bay immediately down hill of the landfill?
- Are there many different types of fish/birds/clams in the pond/lake/bay? What species have you observed in that water body?
- Does spawning or nesting occur in the pond/lake/bay?
- Do the animals in the pond/lake/bay stay all year round or are they migratory?
- Have you observed any land animals such as caribou, fox or bear at the DEW Line site? How many? Was the wildlife feeding/calving/nesting/burrowing on site or near a landfill?

Exposure Considerations

- Does the community fish in the pond/lake/bay down hill of the landfill? Where does the community fish?
- Does the community collect clams/sculpins/urchins from the lake/bay?
- Does the community hunt seal, walrus or whales from the bay?
- Does the community pick berries or use the vegetation down gradient of the landfill?
- Does the community hunt at the DEW Line site? What do they hunt?
- How often do the community residents visit the site? Do you camp there seasonally? Where is the camp located?
- Where is drinking water taken from on-site?

Special Considerations

- Is the community aware of this landfill? Are there any special considerations?

Appendix ~~ED~~

Tier I and Tier II DEW Line Clean-up Criteria

Substance	Units	DCC Tier I	DCC Tier II*
Arsenic	ppm	-	30
Cadmium	ppm	-	5.0
Chromium	ppm	-	250
Cobalt	ppm	-	50
Copper	ppm	-	100
Lead	ppm	200**	500
Mercury	ppm	-	2.0
Nickel	ppm	-	100
Zinc	ppm	-	500
PCB's	ppm	1.0***	5.0

* concentrations exceeding this limits are classified as Tier II Soils except where the concentrations exceed federal regulations (referred to herein as "CEPA" soils)

** concentrations between 200 and 500 ppm are classified as Tier I Soils

*** concentrations between 1.0 and 5.0 ppm are classified as Tier I Soils

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• Appendix F

Confirmatory Testing Protocol

Confirmatory Testing Grid Sizes

<u>Size of area</u>	<u>Grid size</u>	<u># Perimeter samples analyzed</u>	<u># Interior grid samples analyzed</u>
<u><100 m²</u>	<u>3x3 m</u>	<u>all</u>	<u>all</u>
<u>>100 m², <2500 m²</u>	<u>6x6 m</u>	<u>50%</u>	<u>40%</u>
<u>>2500 m²</u>	<u>12x12 m</u>	<u>50%</u>	<u>40%</u>

Where the excavation has an irregular shape, samples from the perimeter of the excavated area are to be collected following the shape of the excavation, rather than the grid if the grid points do not fall on the edge of the excavation.

Samples at the grid intersections will be point samples (as opposed to composite samples from each cell on the grid), to ensure simplicity of sampling and clarity of the result.

Appendix ~~GE~~

~~DLCU~~ Barrel Contents Criteria and Disposal Protocol

Introduction

In order to determine the correct disposal method for barrels and their contents, the contents must first be identified. All barrel contents ~~will~~should be sampled and analyzed. according to DEW Line Cleanup standard procedures, as described in this section. Analytical data obtained for the samples collected from barrels located at the site ~~will~~should be compared to the criteria included in Table 1, below. Barrel contents are identified as organic or aqueous and the concentrations of glycols, alcohols, PCBs, chlorine, cadmium, chromium and lead are determined. Uncontaminated aqueous phases can be disposed of on the land; uncontaminated organic phases can be incinerated; contaminated aqueous material should be scrubbed free of organic material; and contaminated organic material should be disposed of as hazardous material.

Table 1: ~~DLCU~~ Barrel Protocol Criteria and Disposal Summary

<u>Phase</u>	<u>% glycols or alcohols</u>	<u>PCB</u>	<u>Cl</u>	<u>Cd</u>	<u>Cr</u>	<u>Pb</u>	<u>Disposal</u>
<u>Organic</u>	<u>-</u>	<u><2</u>	<u><1000</u>	<u><2</u>	<u><10</u>	<u><100</u>	<u>Incineration</u>
<u>Organic</u>	<u>-</u>	<u>>2</u>	<u>>1000</u>	<u>>2</u>	<u>>10</u>	<u>>100</u>	<u>Ship south</u>
<u>Aqueous</u>	<u>>2 %</u>	<u>>2</u>	<u>>1000</u>	<u>>2</u>	<u>>10</u>	<u>>100</u>	<u>Ship south</u>
<u>Aqueous</u>	<u>>2 %</u>	<u><2</u>	<u><1000</u>	<u><2</u>	<u><10</u>	<u><100</u>	<u>Incineration</u>
<u>Aqueous</u>	<u><2%</u>						<u>Scrub and discard</u>

A. Inspection

1. All barrels are to be inspected to address the following items which shall be recorded and used as a guide prior to opening barrels.

2. Symbols, words, or other marks on the barrel that identify its contents, and/or that its contents are hazardous: e.g. radioactive, explosive, corrosive, toxic, flammable.
3. Symbols, words, or other marks on the barrel that indicate that it contains discarded laboratory chemicals, reagents, or other potentially dangerous materials in small-volume containers.
4. Signs of deterioration or damage such as corrosion, rust, or leaks at seams, rims, and V grooves.
5. Spillage or discoloration on the top and sides of the barrel.
6. Signs that the barrel is under pressure such as bulging and swelling.

B. Sampling

1. Barrels shall not be transported until it has been determined that they are not under pressure, do not leak, and are sufficiently sound for transport.
2. Barrels to be sampled should be set in an upright position, provided that this does not cause them to leak and that it is physically possible.
3. Barrels should only be opened using heavy equipment, according to accepted procedures and under qualified supervision.
4. Once open, barrels will be sampled by personnel wearing proper personal protective gear. Samples of the contents of all barrels shall be extracted using a drum thief.
5. In instances where there are a large number of barrels with obviously similar contents, these can be grouped together and 30 to 40% of the barrels in the group sampled. Barrels containing less than 50 mm of liquid may be combined with compatible material prior to sampling; samples inferred to contain only water on a visual examination shall be tested prior to this consolidation. Barrel contents, which consist of black oil, shall not be consolidated.
6. All barrels shall be clearly numbered using spray paint or other suitable marker. The number on this label should be the only sample coding provided to the laboratory.
7. The barrel locations and barrel sample descriptions should be recorded.
8. Samples should be kept at ambient temperatures and shipped by guaranteed freight to laboratories where they should be kept cold pending analysis.

C. Testing

1. Liquid samples shall be inspected and classified as either containing water or organic materials. Samples thought to contain water shall be analyzed to confirm that they are indeed water, and contain less than 2% glycols or alcohols.

2. The contents of barrels containing organic materials, including aqueous samples which contain more than 2% glycols or alcohols, shall be tested for PCBs, total chlorine, cadmium, chromium and lead, in addition to identification of the major components e.g. fuel oil, lubricating oil.
3. Contents of barrels which contain two or more phases shall have all phases analyzed; the organic phases as described above and the aqueous phase to ascertain whether it contains less than 2% organic substances. In addition, the aqueous phase shall be tested for any components found in the organic phases above the criteria described below.

D. Disposal of Barrel Contents

1. Barrels containing only rust and sediment shall be treated as empty barrels.
2. Barrel contents comprising water only (less than 2% glycols or alcohols) shall be transferred to an open vessel such as a utility tub or half-barrel and any organic material removed by agitation with a pillow or segment of oil absorbent material. The water may then be discarded on to the ground that is a minimum of 30 meters distance from natural drainage courses. Used oil absorbent material shall be treated as described in below (D.5.).
3. Barrel contents which are composed of water with glycols and/or alcohols or organic phases, and which contain less than 2 ppm PCBs, 1000 ppm chlorine, 2 ppm cadmium, 10 ppm chromium, and 100 ppm lead, may be disposed of by incineration. Alternatively these contents may be disposed of off-site at a licensed disposal facility. The solid residual material resulting from incineration shall be subjected to a leachate extraction test. Material found to be not leachate toxic shall be disposed of as DCC Tier II contaminated soil. Leachate toxic material shall be treated as hazardous waste and disposed of off-site at a licensed disposal facility.
4. Barrel contents, which contain greater than 2 ppm PCBs, 1000 ppm chlorine, 2 ppm cadmium, 10 ppm chromium or 100 ppm lead shall be disposed of off-site at a licensed disposal facility. Contents may be combined with compatible materials for shipping purposes. Flash points may be required to be determined if they cannot be inferred from the product identification.
5. Used oil absorbent material should be treated as hazardous waste and disposed of off-site at a licensed disposal facility. If it is shown to be uncontaminated with PCBs (< 2 ppm), chlorine (< 1000 ppm), cadmium (< 2 ppm), chromium (< 10 ppm) and lead (< 100 ppm), it may be incinerated on-site.

E. Disposal of Barrels

1. Empty barrels may be crushed or shredded and landfilled on-site as non-hazardous waste after they have been cleaned in an appropriate manner. The barrels shall be crushed in such a manner so as to reduce their volume by a minimum of 75%. Shredded barrels may be disposed of off-site as recycled metals.

Appendix H

Post Construction Landfill Monitoring Regime

1.0 Types of Landfills

There are four types of landfills that require monitoring:

- New landfills for non-hazardous materials and Tier I soil;
- Landfills to be closed by the addition of granular fill and regraded;
- Landfills to be closed with leachate containment; and
- Tier II soil disposal facilities.

2.0 Monitoring

New landfills are to be constructed for the disposal of non-hazardous demolition wastes, site debris and Tier I soil. These landfills, constructed according to specifications, are considered to pose low potential environmental risks as the contents and placement of the materials in the landfill are known. The monitoring of these landfills will be limited to a visual inspection program to evaluate the stability of the landfill.

Existing landfills that are to be regraded will be monitored for leachate periodically by the collection of soil and/or water samples from test pits at the toe of the landfill, in addition to visual inspection.

For existing landfills that have been classified as moderate potential environmental risk, and proposed Tier II soil disposal areas, the design in both cases is to incorporate a leachate containment system, consisting of synthetic liners (geocomposite clay liners, and/or geomembrane liners) and promotion of permafrost aggradation through the landfill contents. The monitoring program for these landfills will include thermal monitoring of the ground temperatures in and around the landfill, collection and analysis of soil samples, collection and analysis of water from wells around the landfill, and visual inspection.

3.0 Description of Monitoring Components

3.1 Visual Inspection

The physical integrity of the landfill will be inspected and reported using photographs (from the air as well as ground level) and hand drawn sketches. Documented observations should include:

- Signs of damage from settlement, ponding, frost action, erosion, and lateral movement.
- Sloughing of berms, thermal contraction cracks etc.

3.2 Soil and Water Sampling

Soil and water samples, representing background as well as baseline conditions, will be collected. Results of analyses of samples from landfills will be compared to these baseline and background samples as this is indicative of changing environmental conditions at the site.

In general, one monitoring well will be placed upgradient and three will be placed downgradient. This allows the assessment of hydraulic gradient and evaluation of potential impacts. Soil samples will be collected from the toe of the landfill, and will generally be taken from the same locations as the wells. Soil samples at the toe of the landfill reflect chronic input from water and are a very important indicator of leachate.

Soil and water samples will be tested for:

- PCBs (polychlorinated biphenyls);
- TPH (total petroleum hydrocarbons),; and;
- Inorganic elements: arsenic, cadmium, chromium, cobalt, copper, lead, nickel and zinc.

If the landfill is close to a drinking water source and has the potential to have an impact on it, the water samples will -be analyzed for the following parameters in addition to the compounds and elements listed above:

- inorganic elements by ICP scan;

- major ions, hardness, and total dissolved solids,; and;
- pH and conductivity.;

The intent of the additional analyses is to provide added information to evaluate the potential impacts related to the landfill, and not necessarily to provide an assessment of the potability of the water source. In this latter case, the results of the analyses of these drinking water samples will be compared to the most current version of Canadian and/or Territorial standards for drinking water for the parameters analysed, in addition to comparison with background and baseline data.

3.3 Thermal Monitoring

As ~~previously~~ indicated previously, one component of the leachate containment system incorporates aggradation of the permafrost through the landfill contents such that the active layer does not penetrate the waste materials. Geothermal analyses were carried out to predict the length of time for freezeback of the landfill; long-term and short-term thermal regime in the ground; and the depth of the active layer in the cover material. The analyses have shown that it takes several years for the landfill temperatures to equilibrate and stabilize.

A thermal monitoring system provides measurement of sub-surface ground temperatures, which allows comparison to and verification of the predicted ground temperatures. The thermal monitoring system consists of installation of thermistor strings, with “thermistor beads” at select intervals to provide ground temperature profiles at various locations within the landfill. The thermistor strings are attached to automated data-loggers which allow for remote data collection. In general, a minimum of three thermistors will be placed; the actual number will be evaluated on a landfill-specific basis. Thermistor installation will be in accordance with standard engineering practice.

Checklists for the collection of monitoring data are presented in Appendix I.

4.0 Monitoring Frequency

Generally, the post-construction monitoring program would have three phases, each with a different objective.

4.1 Phase I: Monitoring of conditions to confirm that equilibrium is achieved.

During Phase I, sites where leachate containment and/or Tier II soil facilities have been constructed, monitoring ~~will~~would take place on an annual basis, for an estimated period of five years following construction. The five--year term was selected on the basis that ground-temperature thermal regimes at these specific landfills would require three to five years to reach equilibrium.

At other ~~location~~sites, where existing landfills have been regraded and new landfills have been constructed, ~~it is suggested that~~ Phase I monitoring ~~will~~ be carried out on in the first, third and fifth years following construction.

An evaluation of the Phase I data ~~will~~would be carried out at the end of five years to confirm that thermal and chemical equilibrium had been achieved, and that no stability issues ~~have~~d been identified. The Phase I monitoring program may be extended, if required.

4.2 Phase II: Verification of equilibrium conditions established during Phase I.

The monitoring frequency in Phase II be downgraded from Phase I, and be carried out according to the following schedule: year 7, year 10, year 15 and year 25. Year 25 would mark the end of Phase II monitoring.

4.3 Phase III: Monitoring for long term issues such as liner integrity, permafrost stability, and significant storm events.

At the end of Phase II, 25 years after implementation of the remedial actions for a given landfill, a major re-evaluation of the monitoring program will be carried out prior to initiating Phase III. It is difficult to predict beyond 25 years how world events and improvements in technology may impact on monitoring requirements. Based on current technology and knowledge, a Phase III program should be implemented at 10 year intervals. The duration of the Phase III program will be estimated at the outset of the program and be subject to re-evaluation as new technologies are developed and new information becomes available.

5.0 Interpreting Monitoring Results

Monitoring results (thermal, chemical and visual) have to be interpreted in concert with one another. An increase in chemical concentrations, for instance, from one year to the next does not necessarily trigger action if there are no other signs of landfill instability. Stability problems would have to be established by a geotechnical engineer with northern experience. Action will be taken based on trends in chemical data rather than isolated results.

Normally, the first step to be taken when a potential problem is identified is to intensify the monitoring program. ~~If~~Once a problem has been ~~verified~~confirmed, then remedial action ~~will~~would be undertaken.

The flowcharts in Figures 1 to 4 illustrates the decision-making process to be applied to monitoring data. The following section outlines actions to be taken if the monitoring program indicates a deficiency in a landfill.

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6.0 Impact of Monitoring Results

The possible results and the associated potential mitigation requirements for the landfill monitoring components are described in the following subsections. For all instances, the mitigation requirements are dependent on the severity of the deficiency, and will be assessed by a professional geotechnical engineer with northern engineering design and construction experience. In addition, the assessment and implementation of resulting remediation requirements will be carried out in a staged approach to ensure that the proposed solutions address the specific requirements in a logical and cost effective manner.

6.1 Visual Inspection

If the results of the visual inspection program indicate evidence of significant settlement, ponding, or frost jacking, it may be necessary to implement one or more of the following mitigative measures:

- increase the frequency of the visual monitoring program
- place erosion protection material such as riprap, vegetation mats, etc.
- recompact existing debris material and existing granular material
- place additional granular fill
- regrade, as required, to promote positive drainage away from the deficient landfill area.

It should be noted that settlement of the landfill surface may not necessarily result in failure of the landfill. Settlement (typically differential settlement) that results in ponding and infiltration of surface water could lead to erosion and frost jacking problems.

If the visual monitoring program results indicate evidence of sloughing of landfill perimeter berms and thermal contraction cracks, it may be necessary to implement one orf more of the following mitigative measures:

- flatten granular berm slopes
- compact existing granular slopes
- place and compact additional granular fill material

6.2 Soil and Groundwater Monitoring

The results of the soil and groundwater monitoring program will be compared against baseline data established prior to the initial landfill development or remediation program. Results of the analysis of soil and groundwater samples that show decreasing trends of contamination at the perimeter of landfills typically indicate that the implemented landfill remediation has been effective. Conversely, if the results indicate increasing levels of contamination, then it may be necessary to implement one or all of the following:

- Increase the frequency of the monitoring program.
- Carry out a review and evaluation of the nature and extent of the contamination, including the incorporation of the results of the visual monitoring program. The major objective of this evaluation will be to determine the cause of the contaminant migration problem, and in particular to determine if it is the result of ineffective design, material (e.g. liner) failure, improper compaction, selection and use of inadequate granular material, poor grading, etc. This evaluation may require intrusive investigation into and around the landfill.
- Depending on the results of the above, it may be necessary to remove and replace liner material, reconstruct containment berms, etc.
- Assess the requirement to excavate and dispose of the contaminated soil; this would include the delineation of the vertical and areal extent of the contamination.
- Excavate and dispose of contaminated soil ~~and/or excavate all or part(s) of the landfill,~~ as required.

The requirement for the specific scope and extent of remediation, as outlined above, will also incorporate an risk evaluation of the potential impacts of the contamination based on the principles defined in the Landfill Risk Evaluation Matrix. The need for the risk evaluation is predicated on the understanding that not all affected sites pose the same risk to the environment, and consequently remediation requirements will vary.

6.3 Thermal Monitoring

The results of the thermal monitoring program will be compared against the parameters for freezeback that were incorporated into the geothermal design of the landfills. It is important that the overall assessment of these results consider the results of both the visual and soil/groundwater monitoring programs. If the thermal monitoring results indicate ground temperatures that are significantly higher (greater than 2° C) than

predicted during the geothermal analyses carried out as part of the design, then it may be necessary to implement one or more of the following:

- Increase the frequency of the recording and assessment of results from the thermal monitors.
- Establish, based on the results of the soil and groundwater monitoring programs, if groundwater and/or soil contaminant levels beyond the perimeter of the landfill have increased. Incorporate the results of a risk assessment. Assess the impacts, as outlined above, to determine the appropriate remediation requirements.
- If it established that a slower than expected freezeback period has resulted in the migration of contamination beyond the landfill and depending on the results of the above risk assessment, then it may be necessary to implement one or more of the following:
 - determine if the rate of the freezeback progress is continuing, or if freezeback within the landfill has ~~terminated; i~~terminated;is at steady-state;
 - excavate and dispose of contaminated soil ~~and/or excavate all or part of the landfill~~, as required;
 - place additional granular cover material or other insulating material (styrofoam insulation, vegetation) over the landfill to provide an increased insulation barrier over the landfill;
 - reconstruct and/or re-saturate the perimeter berms of the landfill.

Appendix I

Landfill Monitoring Checklist

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DEW LINE CLEANUP
LANDFILL MONITORING CHECKLIST

MONITORING PROGRAM

<u>LANDFILL TYPE</u>	<u>Visual</u>	<u>Soil and Water</u>	<u>Thermal</u>
<u>New Landfill (Non-Hazardous Wastes)</u>	<u>X</u>		
<u>Landfill requiring Regrading</u>	<u>X</u>	<u>X</u>	
<u>Landfill requiring</u>	<u>X</u>	<u>X</u>	<u>X</u>
<u>LeachateLeachate Containment</u>			
<u>Tier II Soil Disposal Facilities</u>	<u>X</u>	<u>X</u>	<u>X</u>

SITE:

LANDFILL DESIGNATION:

LANDFILL TYPE:

DATE:

MONITORING EVENT NO.:

NAME:

WEATHER CONDITIONS:

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VISUAL INSPECTION CHECKLIST

Carry out a visual inspection of the landfill surface, berms, toe of berms and identify potential areas of distress as follows:

1. Settlement:

- a) Is there differential settlement occurring on the surface?
 - i) low areas or depressions;
 - ii) voids forming
- b) What is the extent of settlement?
 - i) percent of surface area affected;
 - ii) localized areas or continuous;
 - iii) how deep;
- c) Where is the settlement occurring?
 - i) near berms, center of facility, etc.
- d) Explain?
 - i) evidence of significant surface infiltration,
 - ii) water ponding on surface
 - iii) snow drifting

32. Erosion

- a) Is there erosion occurring on the surface or berms of the landfill?
 - i) preferred drainage channels;
 - ii) sloughing of material;
- b) What is the extent of erosion?
 - i) percent of surface area affected;
 - ii) localized areas or continuous;
- c) Where is the erosion occurring?
 - i) along the toe, on the surface, through the berms;
- d) Explain?
 - i) evidence of significant surface water run-off ;
 - ii) poor material type;

34. Frost Action

- a) Is there frost action/damage to the landfill?
 - i) exposure of debris due to uplift;
 - ii) tension cracking along berms;
 - iii) sorting of granular fill;
- b) What is the extent of frost action?
 - i) percent of surface area affected;
 - ii) localized areas or continuous;
- c) Where is the cracking, frost heaving occurring?
 - i) along the toe, on the surface, through the berms;
- d) Explain?
 - i) poor material gradation;
 - ii) poor compaction;
 - iii) high water content, silt content in cover material;

45. Condition of Other Monitoring Instruments:

56. Provide detailed sketch and photographic record of landfill.

<u>PRELIMINARY STABILITY ASSESSMENT</u>

SOIL AND GROUNDWATER MONITORING FIELD CHECKLIST

1. Soil Samples:

<u>Sample No:</u>	
<u>Field Measurements:</u> <u>VOC</u>	
<u>Soil</u> <u>Description:</u>	
<u>Analyses</u> <u>Requested</u>	

SOIL AND GROUNDWATER MONITORING FIELD CHECKLIST cont'd

2. Water Samples

<u>Sample No:</u> <u>Well No.:</u>	
<u>Field Measurements</u> :	<u>pH</u> <u>Conductivity</u> <u>Temperature</u>
<u>Well Processing</u>	<u>Water level</u>
	<u>Purged well or standing water sampled</u>
	<u>Recovery Rates</u>
<u>Analyses Requested</u>	

Comments:

Additional surface water samples: where, why, describe areas of stressed vegetation

THERMAL MONITORING CHECKLIST

Thermistor Number:

Location:

1. Download data
2. Replace battery pack
3. Check condition of connections and instrumentation
4. Save data to hard-drive and disk.
5. Relock cap

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Appendix J

Hydrocarbon Contamination Checklist

General

Date:

Name of Assessor:

Site Name:

Hydrocarbon Spill/Stain Location:

Hydrocarbon Source

What type of hydrocarbon is present in this stain? Consider the following:

Toxicity (Lubrication Oil, Diesel, Gasoline/Avgas)

Fluidity

Solubility

Volatility

What is the concentration of total petroleum hydrocarbons in parts per million (ppm)? Is it above 2500 ppm?

What is the approximate volume of contaminated soil in cubic metres?

Pathways

1. Is the contaminated soil in a stable location or on a slope?
2. What is the estimated organic matter in the contaminated soil? (ie. <0.1%, <5%, >5%)

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3. What is the estimated grain size of the contaminated soil? Consider the following:

Coarse ($D_{50} > 75$ micron)

Fine ($D_{50} < 75$ micron)

4. What is the distance from the contaminated soil to a marine or freshwater environment?

5. What is the annual precipitation of the site?

6. What is the mean summer temperature?

Potential Impacts on Receptors

1. What is the distance to the nearest down gradient marine or freshwater habitat?

2. Is this a potential or known drinking water source for terrestrial animals or humans?

3. What is the down gradient habitat usage? Consider the following:

Grazing, nesting, denning, spawning, calving

High, medium, or low number of sitings.

High, medium or low biodiversity.

4. Is this area visited frequently by humans for hunting, fishing, gathering or camping purposes? What is consumed and from where is it obtained?

Appendix K

Tier II Disposal Facility

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