

SCREENING DECISION

August 8, 2002

Mr. Sandy Tongola
President, Kivalliq Inuit Association
Rankin Inlet, Nunavut X0C 0G0

Dear Mr. Milortok:

**RE: Screening Decision of the Nunavut Impact Review Board (NIRB) on an Application:
NIRB: 02EA110 KIA
Airstrip Construction Meadowbank Gold Project (Cumberland Resources Ltd.)**

Authority:

Section 12.4.4 of the Nunavut Land Claim Agreement states:

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

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

Primary Objectives:

The primary objectives of the Nunavut Land Claims Agreement is referenced in the screening section 12.4.4 (a) are set out in section 12.2.5 of the Land Claims Agreement. This section reads:

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

The decision of the Board in this case is 12.4.4 (a) the proposal may be processed without a review under Part 5 or 6; NIRB may recommend specific terms and conditions to be attached to any approval, reflecting the primary objectives set out in Section 12.2.5;

Reasons for Decision:

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

- storage and disposal of equipment, fuel, garbage, and impact of these on the ecosystem;
- the potential impact to the ecosystem from accidental spillage of petroleum products;
- the control and prevention of flooding, erosion and subsidence of land;
- the impact of all proposed activities on wildlife;
- impact to water quality, aquatic habitat and fish;
- the impact and disturbance to archaeological sites;
- clean up/restoration of the airstrip upon abandonment; and
- community concerns

Terms and Conditions:

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

Environmental

1. The Permittee shall obtain fill materials to be used from an approved source, and must be clean and free of contaminants.
2. The Permittee shall designate an area for the deposition of excavated and stockpiled materials not within thirty (30m) metres of the high water mark of any waterbody.
3. The Permittee shall remove any obstruction to natural drainage caused by any part of this land use operation.
4. The Permittee shall adopt such measures as required to control erosion by surface disturbance.
5. The Permittee shall not deposit or permit the deposit of sediment into any water body.
6. The Permittee shall not cut any bank or remove any material from below the ordinary high water mark of any water body.
7. The Permittee shall not use any equipment except of the type and size, and number that is listed in the accepted application.
8. The Permittee shall prepare the site in such a manner as to prevent rutting of the ground surface.
9. The Permittee shall not move any equipment or vehicles unless the ground surface is in a state capable of fully supporting the equipment or vehicles without rutting or gouging.

Fuel and Chemical Storage

10. The Permittee shall not place any petroleum fuel storage or chemical containers within thirty (30) metres of the ordinary high water mark of any water body.
11. The Permittee shall ensure that any chemicals, fuels or wastes associated with the project do not spread to the surrounding lands or enter into any water body.
12. The Permittee shall monitor all connections between fueling vehicles and fuel source during fueling to ensure there is no overflow and spillage.

13. The Permittee shall have a spill contingency plan in place prior to commencement of the land use operation.
14. The Permittee shall immediately report all spills of petroleum and hazardous chemicals to the twenty four (24) hour spill report line (867) 920-8130.

Archaeological Sites

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

Wildlife

16. The Permittee shall ensure that there is no damage to wildlife habitat in conducting this land use operation.
17. The Licensee shall ensure compliance with Section 36 of the *Fisheries Act*, which requires that no person shall deposit or permit the deposit of a deleterious substance on any type in water frequented by fish or in any place under any conditions where the deleterious substance may enter such a water body.
18. The harmful alteration, disruption or destruction of fish habitat is prohibited under Section 35 of the *Fisheries Act*. No construction or disturbance of any stream/lake bed or banks of any definable watercourse is permitted unless authorized by DFO.

Attachments

19. The Permittee shall refer to the attached Fisheries and Oceans letter of advice addressed to the Permittee.

Reclamation

20. The Permittee shall remove all scrap metal, discarded machinery and parts, barrels and kegs, buildings and building material upon abandonment.
21. The Permittee shall complete all clean-up and restoration of the lands used prior to the expiry date of this permit. This includes stabilizing and re-vegetating all disturbed areas upon completion of work to a pre-disturbed state.

U/-Aug-2002 11:14am From-Nunavut Impact Review Board

+

T-228 P.010/017 F-193

Other Recommendations

1. NIKB would like to encourage the proponent to hire local people and services, to the extent possible, and to continue consulting with local residents regarding their activities in the region.
2. Any amendment requests deemed by NIKB to be outside the original scope of the project will be considered a new project.

Validity of Land Claims Agreement**Section 2.12.2**

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

Dated Aug 07/02 at Arviat, NU

Elizabeth Copland
Elizabeth Copland, Chairperson