April 11, 2003

Phyllis Beaulieu

P.O. Box 119

Nunavut Water Board



Re: Amendment for Meadowbank Exploration Program - Cumberland Resources NIRB:#03EA018 NWB: #NWB2MEA0204

Enclosed is the completed NIRB Screening Decision Report for the application for an amendment to water licence for exploration program at Meadowbank River Area.

NIRB has screened this application for ecosystemic and socio-economic impacts of the proposal.

NIRB's indication to the Minister is:

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;

Please contact Stephanie Briscoe, Executive Director at (867) 983-2593 if you have any questions about the Screening Report.

Yours truly,

Jørgen Komak

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## SCREENING DECISION

### April 11, 2003

Mr. Thomas Kudloo Chairperson, Nunavut Water Board Gjoa Haven, NT

Dear Mr. Kudloo:

RE: Screening Decision of the Nunavut Impact Review Board (NIRB) on Application:
NIRB 03EA018 NWB NWB2MEA0204 KIA KVL300C184
Amendment for Meadowbank Exploration Program

#### 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;
- the proposal requires review under Part 5 or 6; NIRB shall identify particular issues or concerns which should be considered in such a review;
- the proposal is insufficiently developed to permit proper screening, and should be returned to the proponent for clarification; or
- the potential adverse impacts of the proposal are so unacceptable that it should be modified or abandoned.

#### Primary Objectives:

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

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

The decision of the Board in this case is 12.4.4 (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; Ressons 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:

- the impact of drilling activities on the ecosystem;
- disposal of drill cuttings and waste water;
- impact to water quality, aquatic habitat and wildlife and fish populations from chemicals, drill waste, drill fluids and potential fuel spills;
- storage and disposal of chemicals, fuel, garbage, sewage, and gray water, and impact of these
  on the ecosystem;
- the impact of noise from drilling activities and their disturbance to wildlife and traditional users of area;
- the impact of campsite and equipment on terrain;
- the impact of exploration activities on archaeological sites or cultural landmarks in the area;
   and
- clean up/restoration of the camp site and drilling locations upon abandonment.

### Terms and Conditions:

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

### Trenching

- The Permittee shall not deposit, nor permit the deposit of sediment, wastes or fuels
  associated with the project into any water body. According to the Fisheries Act, Section
  36(3), the deleterious substances of any type in water frequented by fish, or in any place
  under any conditions where the deleterious substance, or any other deleterious substance
  that results from the deposit of the deleterious substance, may enter any such water is
  prohibited.
- Surface runoff management techniques should be implemented (such as berming of trenched to prevent surface water from flowing into them) to minimize water accumulation in the trenches and eventual discharge to the environment
- Any water that accumulates in the trenches should be tested prior to discharge (including
  for suspended solids, ammonia and metals) to ensure the freshwater aquatic life is
  protected.
- 4. The trenches and stockpiles should be located above the ordinary high water mark of any water body and in such a manner as to ensure that no sediment or runoff can enter any water body frequented by fish.

11-Apr-2003 11:40am From-Nunavut Impact Review Board

T-651 P.005/005 F-836

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T-027 P.001/004 F-073

#### Fuel Vaults

- Given that such large quantities of firel will be stored on site, it is recommended that a. secondary system with an impervious lines, such as self supporting insta-berm, be used.
- All fuel caches and spill basins are to be located above the high water mark of any water body and in such a manner as to ensure that the contents do not enter any water body.
- 7. An updated spill contingency plan be submitted to account for the increased amount of fital being stored on site. This plan should outline a clear path of response in the event of a spill. All spills shall be documented and reported to the NWT Spill Response Line at (867) 920-8130.

All other terms and conditions and other recommendations issued on Screening Decision # 02ER026 on March 20, 2002 shall remain the same and apply to this amendment.

# 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 provail to the extent of the inconsistency or conflict.