

NIRB File No.: 06RN050
INAC File No.: N2006X0012

Honorable Jim Prentice
Minister of Indian & Northern Affairs
Ottawa, ON

Dear Minister:

Section 12.4.4 of the Nunavut Land Claim Agreement states:

- 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.

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;**

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:

- Transportation of fuel, hazardous materials, and equipment over the winter trail and the impact on the terrestrial ecosystem
- Impact and disturbance to wildlife
- Disposal of garbage and the impact on the ecosystem
- Impact and disturbance to archaeological sites

Terms and Conditions

General

1. The Permittee/ Licensee shall maintain a copy of the Project Terms and Conditions at the sites of operation at all times.
2. The Permittee/ Licensee shall maintain a copy of the Fuel Management and Spill Contingency Plan an accurate hazardous substances log with WHMIS Material Data Sheets on board each vehicle. This log should record the type, volume, and route traveled of the hazardous substances and is checked at each destination to ensure that all dangerous goods are accounted for.

Physical Terrain

3. The Permittee/ Licensee shall not disturb any stream bed or banks of any definable watercourse.
4. The Permittee/ Licensee 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.
5. The Permittee/ Licensee shall not use any equipment except of the type, size and number that is listed in the accepted application.

Wildlife

6. The Permittee/ Licensee shall ensure that there is not damage to wildlife habitat in conducting this land use operation.

7. The Permittee/ Licensee shall not conduct any activity associated with the land use operation if critical periods of wildlife cycles are observed (e.g. caribou migration, calving, fish spawning or raptor nesting).
8. The Permittee/ Licensee shall not locate any operation so as to block or cause substantial diversion to migration of caribou.
9. That the Permittee/ Licensee shall ensure that there is no hunting by employees of the company or any contractors hired along the roadway.
10. That the Permittee/ Licensee adopt a "wildlife has the right of way" policy to minimize road kills and undue stress on animals near, on or crossing the roadway.
11. That the Permittee/ Licensee shall remove any carcasses along the roadway to prevent attraction by scavengers, preventing further road kills.
12. The Permittee/ Licensee shall take the utmost precautions to avoid Bear interactions/conflicts with consideration for the "Safety in Bear Country Manual" and should contact the regional Wildlife Officer in order to receive a briefing on proper procedures to avoid bear encounters, proper procedures should a bear be encountered, and proper procedures to follow should any kind of an incident related to such an encounter occur. The local community may request compensation should a defense kill of a polar bear occur as the kill would come off the quota of the nearest community. If a defense kill occurs the Permittee/ Licensee shall immediately contact the Wildlife Officer.
13. The harmful alteration, disruption or destruction of fish habitat is prohibited under the *Fisheries Act*. No construction or disturbance of any stream/lake bed or banks of any definable watercourse is permitted unless authorized by DFO.

Fuel and Chemical Storage during Transportation

14. The Permittee/ Licensee shall not place any petroleum fuel storage or chemical containers within thirty (30) metres of the ordinary high water mark of any body of water. Further, secondary containment such as self supporting insta-berms shall be used when storing barrel fuel on location, rather than relying on natural depressions.
15. The Permittee/ Licensee shall ensure that all activities, including maintenance procedures and refueling, are controlled to prevent the entry of petroleum products or other deleterious substances into the water or onto the land.

16. The Permittee/ Licensee shall ensure that all on site personnel are properly trained in fuel and hazardous waste handling procedures as well as spill response procedures.
17. The Permittee/ Licensee shall immediately report **all** spills of petroleum and hazardous chemicals to the twenty-four (24) hour spill report line at (867) 920-8130. Spills shall also be reported to Environment Canada at (867) 920-5131.
18. The Permittee/ Licensee shall maintain a supply of spill kits, shovels, barrels, sorbents, and pumps on vehicles during transit.
19. The Permittee/ Licensee shall use drip pans when refueling equipment.
20. Chemicals containing salts, which may attract wildlife to the site, should be stored so that they are inaccessible to wildlife.
21. The Permittee/ Licensee shall examine all fuel and chemical storage containers for leaks a minimum of once every day.
22. The Permittee/ Licensee shall repair all leaks immediately.

Archaeological Sites

23. The Permittee/ Licensee shall not disturb any archaeological or palaeontological site.
24. The Permittee/ Licensee shall contact CLEY and the Heritage Society in Rankin Inlet should an archaeological, palaeontological or historical site be disturbed by any land use activity or support activity.

Waste

25. The Permittee/ Licensee shall keep all garbage and debris in a covered metal container until disposed of.
26. The Permittee/ Licensee shall ensure that the land use area is kept clean and tidy at all times.
27. The Permittee/ Licensee shall not discharge or deposit any refuse substances or other waste materials in any body of water, or on the banks thereof, which will impair the quality of the waters of the natural environment.
28. The Permittee/ Licensee shall remove all garbage and debris from the area of the land use operation to an approved disposal site.

29. The Permittee/ Licensee shall deposit all scrap metal, discarded machinery and parts, barrels and kegs, at an approved disposal site.

Recommendations

30. NIRB would like to encourage the proponent to hire local people and services, to the extent possible.

31. Any amendment requests deemed by NIRB to be outside the original scope of the project will be considered as 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 June 27, 2006 at Cambridge Bay, NU



Elizabeth Copland, A/Chairperson