



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 Nunavut Land Claims Agreement. Our considerations in making this decision included:

- storage and disposal of equipment, fuel, garbage, sewage, and grey water, and the potential impacts of these on the ecosystem;
- the potential impact and disturbance to wildlife and wildlife habitat;
- the potential impact to terrain and archaeological sites in the area;
- clean up/restoration of the site upon abandonment; and
- community concerns

### **Terms and Conditions:**

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

### **Fuel Storage**

1. 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.
2. The Permittee shall ensure that fuel storage containers are not located within thirty (30) metres of the ordinary high water mark of any body of water.
3. The Permittee shall have a spill clean up kit located on site including equipment such as absorbent pads, shovels etc.
4. The Permittee shall immediately report all spills of petroleum and hazardous to the twenty-four (24) hour spill report line at (867) 920-8130.
5. The Permittee shall use drip pans, or other such preventative measures when refueling equipment on site.

### **Waste Disposal**

6. The Permittee shall not discharge or deposit any refuse substances or other waste materials in any body of water, which will impair the quality of the waters of the natural environment.
7. The Permittee shall not locate any sumps or areas designated for waste disposal within thirty (30) metres of the ordinary high water mark of any body of water, unless otherwise authorized.
8. The Permittee shall construct a sump to contain all greywater discharged and shall ensure drainage is away from any waterbody.
9. The Permittee shall backfill and recontour all sumps to match the natural environment prior to the expiry date of the permit.
10. The Permittee shall ensure that all wastes generated through the course of the operation are backhauled and disposed of in an approved dumpsite.

## **Wildlife**

11. The Permittee shall ensure that there is no damage or disturbance to wildlife or their habitat in conducting this operation.
12. The Permittee shall not feed wildlife.
13. The Permittee 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 of any type in water frequented by fish or in any place under any conditions where the deleterious substance may enter such a water body.
14. The Permittee shall ensure that aircraft pilots adhere to recommended flight altitudes of greater than 300m above ground level as to not disturb wildlife.
15. The Permittee shall not hunt or fish, unless the appropriate permits and licenses are acquired from a Renewable Resources Officer.
16. The Permittee use the latest bear detection and deterrent techniques to minimize man-bear interactions and shall report any Man-Bear Interactions to the nearest GN Renewable Resource Officer.

## **Environmental**

17. The Permittee shall ensure that the land use area is kept clean and tidy at all times.
18. The Permittee shall locate all camps on gravel, sand or other durable land.
19. The Permittee shall not erect camps or store materials on the ice surface of lakes or streams.
20. The Permittee shall choose camping sites so that they are not in sensitive areas e.g. areas of plant growth or water logged soil, breeding areas of birds etc.
21. The Permittee shall prepare the site in such a manner as to prevent rutting of the ground surface.
22. The Permittee shall be required to undertake any corrective measures in the event of any damage to the land as a result of the Permittee's operation.

## **Archaeological Sites**

23. 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.

## **Reclamation**

24. The Permittee shall remove all equipment, including garbage and fuel, from the site upon abandonment.

**Other Recommendations**

1. NIRB would like to encourage the proponent to hire local people and services, to the extent possible.
2. NIRB strongly advises proponents to consult with local residents regarding their activities in the region and that the results of the research be presented to the communities in the community's preferred language and to NIRB in the form of a written report.
3. NIRB recommend that when storing barreled fuel on location, secondary containment such as self supporting insta-berms, be used.
4. Any amendment requests deemed by NIRB 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 May 22/03 at Arviat, NU

Elizabeth Copland  
Elizabeth Copland, Chairperson