

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:

- the impact and disposal of any garbage and wastes;
- the impact and disturbance to nesting and brooding birds;
- the impact to terrain and archeological sites in the area; and
- community concern.

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 have a spill clean up kit located on site including equipment such as absorbent pads, shovels etc.
3. The Permittee shall immediately report all spills of petroleum and hazardous chemicals to the twenty four (24) hour spill report line at (867) 920-8130.
4. The Permittee shall examine all fuel and chemical storage containers for leaks and shall repair all leaks immediately.

Waste Disposal

5. 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.
6. 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.
7. The Permittee shall construct a sump to contain all sewage and greywater discharged and shall ensure drainage is away from any waterbody.
8. The Permittee shall backfill and recontour all sumps to match the natural environment prior to the expiry date of the permit.
9. The Permittee shall incinerate all combustible and food wastes to eliminate the potential for wildlife problems created by the attraction of wildlife to garbage.
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 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.
14. The proponent shall not hunt or fish, unless the appropriate permits and licenses are acquired from a Renewable Resources Officer.

Environmental

15. The Permittee shall ensure that the land use area is kept clean and tidy at all times.
16. 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.
17. The Permittee shall not erect camps or store materials on the ice surface of lakes or streams.
18. The Permittee's activities shall not impede or discourage traditional land use activities.

Archaeological Sites

19. The Licensee 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).

Reclamation

20. 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 community in the community's preferred language.
3. 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 Feb 20/03 at Arviat, NU

Elizabeth Copland
Elizabeth Copland, Chairperson