

SCREENING DECISION

February 28, 2005

Hon. Stephane Dion
Minister of Environment
Ottawa, Ontario

Dear Minister:

**RE: Screening Decision of the Nunavut Impact Review Board (NIRB) on Application:
NIRB: #05AN011 CWS
Population Studies of King & Eider Ducks and Other Birds - CWS**

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, sewage, and grey water, and the potential impacts of these on the ecosystem;
- impact and disturbance to wildlife;
- impact and disturbance to archaeological sites; and
- community concerns

Terms and Conditions:

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

Fuel Storage

1. The Licensee 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 Licensee ensure fuel caches be located a minimum of thirty (2) metres from the normal high water of any water body.
3. The Licensee shall have a spill clean up kit located on site including equipment such as absorbent pads, shovels etc.
4. The Licensee shall immediately report all spills of petroleum and hazardous materials to the twenty- four (24) hour spill report line at (867) 920-8130.

Waste:

5. The Licensee 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 Licensee 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 Licensee shall construct a sump to contain all sewage and greywater discharged and shall ensure drainage is away from any waterbody.
8. The Licensee shall backfill and recontour all sumps to match the natural environment prior to the expiry date of the permit.
9. The Licensee shall ensure that all non-combustible wastes generated through the course of the operation are backhauled and disposed of in an approved dumpsite.

Wildlife:

10. The Licensee shall ensure that there is minimal disturbance to wildlife in the area.
11. The Licensee shall ensure that there is no damage to wildlife habitat in conducting this research.
12. The Licensee shall not feed wildlife.
13. The Licensee shall not hunt or fish, unless the appropriate permits and licenses are acquired from a GN Renewable Resources Officer.

Environmental:

14. The Licensee shall ensure that the land use area is kept clean and tidy at all times.
15. The Licensee shall locate all camps on gravel, sand or other durable land.
16. The Licensee shall not erect camps or store materials on the ice surface of lakes or streams.
17. The Licensee 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.
18. The Licensee shall prepare the site in such a manner as to prevent rutting of the ground surface.
19. The Licensee shall be required to undertake any corrective measures in the event of any damage to the land as a result of the Licensee's operation.

Archaeological Sites:

20. 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

21. The Licensee shall remove all equipment, including garbage, 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 and to NIRB in the form of a written report.
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 _____ at Cambridge Bay, NU

Albert Ehaloak, A/Chairperson