



Date: April 26, 2001

Dear Minister:

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:

- the potential impact to wildlife habitat and populations due to increased access;
- the potential impacts to the terrain from heavy equipment and vehicles which may cause rutting and erosion;
- the potential impacts to increased sedimentation of water courses causing damage to fish habitat;
- the potential impact on archaeological sites or cultural landmarks in the area;
- the potential impact to the ecosystem from accidental spillage of petroleum products; and
- community support for the project.

Terms and Conditions:

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

Fuel Transport and Storage

1. The deposition of deleterious substances into water bodies frequented by fish is prohibited under Section 36 of the *Fisheries Act* unless authorized by regulation. The Permittee shall therefore ensure that any deleterious chemicals, fuel or wastes associated with the proposed project do not enter such waters.
2. The Permittee shall ensure that the transportation of fuel shall be done in compliance with the *Transportation of Dangerous Goods Act and Regulations* requirements.
3. The Permittee shall take all reasonable precautions to prevent the possibility of migration of spilled petroleum fuel or chemicals over the ground surface.
4. The Permittee shall have emergency response and spill contingency plans for fuel transfer and storage as well as any other hazardous liquids at the site in place prior to the commencement of the land use activity.
5. The Permittee shall immediately report all spills of petroleum and hazardous chemicals to the twenty-four (24) hour spill report line (867) 920-8130.
6. The Permittee shall ensure that vehicle and equipment maintenance and servicing shall be conducted only in designated areas and shall implement special procedures to manage fluids, waste and contain potential spills.
7. The Permittee shall not place any petroleum fuel storage or chemical containers within thirty-one (31) metres of the ordinary high water mark of any water body, and be sufficiently bermed or otherwise contained to ensure that these substances do not enter any such water body.

Waste Disposal

8. The Permittee 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.

9. The Permittee shall keep all garbage and debris in a covered metal container until disposed of at an approved dump site.
10. The Permittee shall ensure that the land use area is kept clean and tidy at all times.
11. The Permittee shall deposit all scrap metal, discarded machinery and parts, at an approved disposal site.

Wildlife

12. The Permittee shall ensure that there is no damage to wildlife habitat in conducting this land use operation.
13. That the Permittee shall ensure that there is no hunting by employees of the company or any contractors hired.
14. The Permittee shall make all efforts to minimize harassment to wildlife including not conducting operations in sensitive areas during critical time periods (denning, nesting, staging, spawning or overwintering etc.).
15. The Permittee shall construct and maintain all structures placed in streams frequented by fish, in such a manner that will not obstruct passage of fish in accordance with Section 20 of the *Fisheries Act*.
16. The harmful alteration, disruption or destruction of fish habitat is prohibited under Section 35 of the *Fisheries Act*. No construction or disturbance of any stream/lake bed or banks of any definable watercourse is permitted unless authorized by DFO.
17. The Permittee shall not feed wildlife

Environmental

18. The Permittee shall implement appropriate erosion control measures prior to construction and maintain such measures during the construction phase as required. Methods to control erosion may include revegetation of slopes, drainage ditches and sediment traps.
19. The Permittee shall not carry out activities in the water.
20. The Permittee shall install culverts as construction of the road progresses, unless otherwise authorized in writing by a land use inspector.
21. The Permittee shall not deposit or permit the deposit of sediment into any waterbody.
22. The Permittee shall ensure that all equipment is well cleaned and free from contaminated materials, oil and grease.
23. The Permittee 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.
24. The Permittee shall suspend operation if rutting occurs.
25. The Permittee shall commence and foster revegetation on all parts of the land used. Methods should include scarification and transplanting of native vegetation from other areas.
26. The Permittee shall obtain fill materials from an approved source, and such materials must be clean and free of contaminants.
27. The Permittee shall designate an area for the deposition of excavated and stockpiled materials not within thirty-one (31m) metres of the high water mark of any waterbody.
28. The Permittee shall not drag or skid debris from clearing activities across watercourses, and all slash and debris is to be disposed of above the high water mark so that it does not enter the water.

29. The Permittee shall slope the sides of excavations and embankments except in solid rock to 2:1 (two horizontal to one vertical) unless otherwise approved in writing by a land use inspector.

Archaeological Sites

30. 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

31. The Permittee shall remove all scrap metal, discarded machinery and parts, barrels and kegs, buildings and building material upon abandonment.
32. The Permittee shall commence and foster revegetation on all parts of the land used, as may be directed by a Land Use Inspector, within one year of the completion on the land use operation.
33. The Permittee shall complete all clean-up and restoration of the lands used prior to the expiry date of this permit.

Other Recommendations

1. NIRB would like to encourage the proponent to hire local people and services, to the extent possible.
2. The Environmental Protection Branch (DOE), Department of Fisheries and Oceans (DFO), Nunavut Impact Review Board (NIRB), and the Nunavut Water Board (NWB) should be advised of any material changes to plans or operating conditions associated with the project
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 Whale Cove, NU

Elizabeth Copland, A/Chairperson

Apr-27-01 12:39P

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