

NIRB File No.: 06YN015

Hon. Rona Ambrose
Minister of Environment
Ottawa, ON

Dear Hon. Ambrose:

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:

- Storage and disposal of fuel, garbage, sewage, and grey water, and impact of these on the ecosystem
- Clean up/restoration of the site
- Impact and disturbance to nesting birds
- Impact and disturbance of wildlife
- 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 ensure that on-site personnel are aware of the Terms and Conditions associated with the Project.

Camp

3. The Permittee/Licensee shall maintain clean camp standards. Deliberate feeding of any wildlife is absolutely prohibited.
4. The Permittee/Licensee shall ensure that bear deterrents (cracker shells, thunder flashes and rubber bullets) are on site.

Waste Management

5. The Permittee/Licensee shall remove all garbage and debris from the area of the land use operation to an approved disposal site.
6. The Permittee/Licensee shall keep all garbage and debris in bags placed in a covered metal container until disposed of.
7. The Permittee/Licensee shall ensure that no substances, including any chemicals, fuels or wastes associated with the project are deposited into any other water body.

8. The Permittee/Licensee shall not locate any sump within thirty (30) metres of the normal high water mark of any water body.
9. The Permittee/Licensee shall ensure that the land use area is kept clean and tidy at all times.

Wildlife

10. The Permittee/Licensee shall ensure that there is no damage to wildlife habitat in conducting this operation.
11. The Permittee/Licensee shall ensure that there is minimal disturbance to any nesting birds and wildlife in the area. Harassment of wildlife is prohibited. This includes persistently worrying or chasing animals, or disturbing large groups of animals.
12. The Permittee/Licensee shall ensure that aircraft pilots adhere to flight altitudes of greater than 300 m above ground level, unless there is a specific need for low-level-flying which does not disturb wildlife.
13. The Permittee/Licensee shall ensure that aircraft/helicopter do not, unless for emergency, touch-down in areas where wildlife are present.
14. 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.
15. The Permittee/Licensee shall ensure that there is no hunting by employees of the company or any contractors hired unless proper Nunavut authorizations have been obtained.
16. The Permittee/Licensee shall cease activities that may interfere with migration or calving of caribou or muskox, until the caribou or muskox have passed or left the area.
17. The Permittee/Licensee shall not hunt or fish, unless the appropriate permits and licenses are acquired from GN Renewable Resources Officer.

Migratory Birds

18. The Permittee/Licensee shall contact the Regional/Area Biologist to identify areas which should be avoided. Raptor nesting sites and concentrations of nesting or molting waterfowl should be avoided by aircraft and land use activities at all times.

19. Raptor nesting sites and concentrations of nesting or molting waterfowl should be avoided by aircraft/helicopter at all times.
20. The Permittee/Licensee shall ensure that aircraft maintain a vertical distance of 1000 meters and a horizontal distance of 1500 meters from any observed groups (colonies) of migratory birds.
21. The Permittee/Licensee shall avoid raptor nesting sites and contact the Regional Wildlife Officer to identify areas which should be avoided.

Fuel and Chemical Storage

22. The Permittee/Licensee shall immediately report all spills of petroleum and hazardous chemicals to the Nunavut twenty-four (24) hour spill report line at (867) 920-8130.
23. The Permittee/Licensee shall ensure that fuel and chemical storage containers are not located below, or within 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.

Archaeological

24. The Permittee/Licensee shall ensure that the known archaeological site (see attached letter) is not disturbed.
25. The Permittee/Licensee shall follow all terms and conditions for the protection and restoration of known archaeological site as outlined by CLEY. See attached letter.

Restoration

26. The Permittee/Licensee shall remove all garbage, fuel and equipment upon abandonment.
27. The Permittee/Licensee shall complete all clean-up and restoration of the lands used prior to the expiry date of the permit.

Recommendations

28. NIRB would like to encourage the Permittee/Licensee to hire local people and to consult with local residents regarding their activities in the region.
29. NIRB would like the Permittee/Licensee to submit the results of their research to the Board and the community of Resolute once it is complete. Please reference your NIRB file No.: 06YN015 when submitting to NIRB.

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 15, 2006____ at Cambridge Bay, NU



Elizabeth Copland, A/Chairperson