



Claim Form for Water Compensation

This Form identifies the information the Mackenzie Valley Land and Water Board (Board) requires in the event that a Claim for Compensation must be decided upon by the Board. The Board expects Claimants to attempt in good faith to negotiate a compensation agreement with a Water Licence Applicant. A Claimant must provide evidence of any attempt made to reach a compensation agreement with the Water Licence Applicant.

All submissions in water licensing proceedings are posted on the Public Registry.

The adjudication of a water compensation claim is part of a licensing proceeding. If information required for a decision on such a claim is personal, proprietary, or in some way sensitive in nature, a request for ruling to ensure confidential treatment of this information must be submitted to the Board at the same time as a completed Claim which includes this information.

Please note that Claims for Compensation must relate to the proposed licence activities and cannot include claims for past losses or damages.¹ Claimants must provide detailed information and evidence to support each element of the Claim. Please attach additional pages, supporting information, and references to your claim where necessary.

For the Giant Mine Remediation Project proceeding, Claims must be received by the Board no later than September 26, 2019.

INFORMATION REQUIRED

1 Information about the Application or File

Identify the Water Licence application or file number(s) associated with this claim:	MV2007L8-0031
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2 Information about the Claimant

Claimant's Name:	Great Slave Sailing Club		
Community:	Yellowknife		
Prov/Terr:	Northwest Territories	Email:	cuvk@cjeffery.com

¹ Such claims can be advanced but only through the Courts. See *Carter* 2014 NWTSC 72.

3 Information about Eligibility

Please identify the category or categories of use(s) that best describes your relationship with the land and/or waters potentially affected by the subject Licence:

Subsection 72.03(5) of the <i>Mackenzie Valley Resource Management Act</i> (MVRMA) or 26(5) of the <i>Waters Act</i>		
(b)(ii)	Domestic users	X
(b)(iii)	In-stream users	
(b)(iv)	Authorized users	
(b)(v)	Authorized waste depositors	
(b)(vi)	Persons who use waters or deposit waste (without a licence) under the territorial law	X
(b)(vii)	Persons referred to in paragraph 61(d) of the <i>Nunavut Waters and Nunavut Surface Rights Tribunal Act</i>	
(b)(viii)	Owners of property	
(b)(ix)	Occupiers of property	X
(b)(x)	Holders of outfitting concessions, registered trapline holders, and holders of other rights of a similar nature	

Please explain (for example, please provide information regarding the nature of use, the duration of use, and extent of use of the lands and waters in question):

The Great Slave Sailing Club has a boatyard for off-season storage of deep draft sailboats. The boatyard is sufficiently stable to facilitate the use of a 100 ton crane in close proximity to the water front.

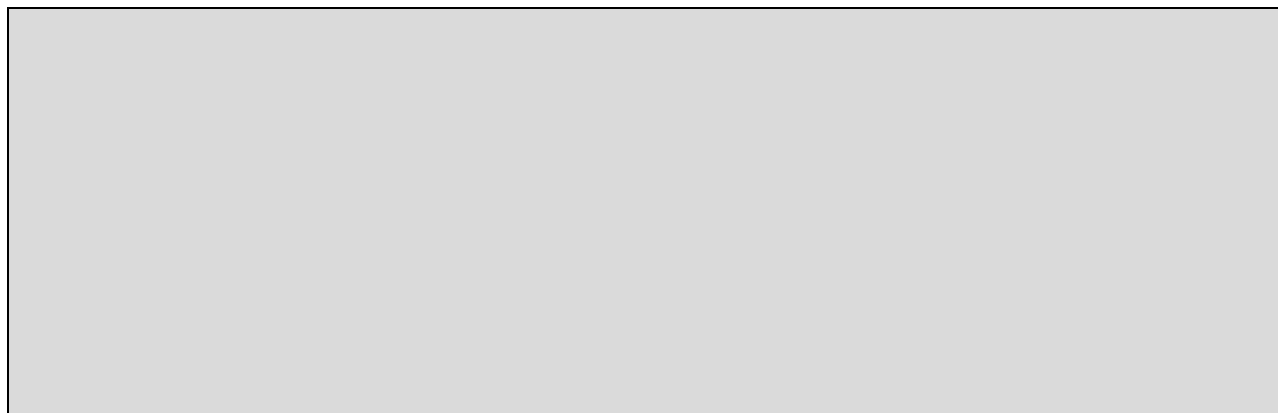
The boatyard is fronted with a dock approximately 100 feet by 12 feet. The dock is used for temporary tie-up during on and off loading of guests and for boat maintenance.

The boatyard is also a land base for dinghies used in our sailing school program.

Members of Great Slave Sailing Club, students and instructors make active use of Back Bay, Great Slave Lake in the period May 15 through October 15.

Adjacent to the boatyard is a mooring field consisting of permanent anchors, ground tackle, a floating ball and penants to secure large sailboats when they are not being used. The mooring field is an area of 1000 meters by 500 meters with an average depth of 4 meters.

The existing water use is adequate to our purposes but long term plans would include replacing the mooring field with permanent docks and walking access to each boat.



*Attach to this Form any documentation to support the claims above (i.e. leases, licences, land titles, etc.).

4 Information regarding your Claim for Losses and Damages

Please identify and provide information about the relevant factors that apply to your claim for compensation (as identified in subsection 72.03(6) of the MVRMA or 26(6) of the *Waters Act*):

Provable Losses or Damages²

Describe the immediate losses or damages that will be caused by the proposed licensed activities.	What is the monetary value? ³
Vacating the boatyard property	\$14,800
Demolition of main pier	\$20,000
Removal of sailing school assets	\$27,500
Removal of abandoned boats	\$40,200
Off-site storage of club assets	\$108,000
Lost membership fees when no service is provided	\$100,650
Lost Boatyard storage fees - summer	\$79,200
Lost Boatyard storage fees – winter	\$79,200
Lost Sailing School Fees	\$85,222
Return of Club Assets to remediated site	\$214,000
Administration and financial records	\$24,000
Management during period of no access	\$120,000
Goodwill	\$1
	\$912,773

² Provable loss or damage refers to those losses and damages that, more likely than not, will occur as a result of the proposed licensed activities.

³ Compensation required to place the claimant in a position they would be in without the damages caused by the proposed licensed activities.

*Attach to this Form any documentation to support the claims above (i.e. estimates, receipts, technical reports, etc.).

Potential Losses or Damages⁴

Describe the potential future losses or damages that may be caused by the proposed licensed activities. Is there increased risk that would not exist but for the proposed licensed activities?	What is the monetary value? ⁵
When the project is complete, there will be no future loss or damages to the Great Slave Sailing Club caused by the proposed activity.	None

⁴ Potential loss or damage refers to those losses and damages that may occur as indicated through evidence or argument.
⁵ Ibid.

*Attach to this Form any documentation to support the claims above (i.e. estimates, receipts, technical reports, etc.).

Extent and duration of the adverse effect, including the incremental adverse effect

How widely (over what area) will potential effects of the proposed licensed activities extend?
No adverse effects from the proposed licensed activity.
How long (over part or all of the term of the Licence) will potential effects of the proposed licensed activities last?
Not Applicable
What are the incremental, gradual or accumulative effects of the proposed licensed activities?
None

*Attach to this Form any documentation to support the claims above (i.e. estimates, receipts, technical reports, etc.).

Extent of the use of waters by the Claimant

How do the proposed licensed activities affect your water use? Please outline the nature of your water use, and how your activity depends on water.

The proposed licensed activities will deny access to our boatyard, dock and mooring field for a period of six years. Our members will not be able to store their boats on permanent cradles within the operating radius of a 100 ton crane. Our members will not be able to lift and launch their boats from cradle to lake within the operating radius of a 100 ton crane. Our member will not be able to embark and disembark from the pier constructed for that purpose. Our sailing school students and instructors will not be able conduct their training from our boatyard.



*Attach to this Form any documentation to support the claims above (i.e. photos, receipts, technical reports, etc.).

Nuisance, Inconvenience and Noise Caused by the Proposed Licensed Activities

Will there be substantial nuisance, inconvenience and/or noise that would not exist but for proposed licensed activities?	What is the monetary value?⁶
The Great Slave Sailing Club does anticipate a nuisance factor such as noise because the use of the boatyard is transitional to uses which are several miles from the proposed-licensed activities	

⁶ Compensation required to place the claimant in a position they would be in without the future nuisance caused by the proposed licensed activities or costs for avoiding or mitigating nuisance, inconvenience, and/or noise.

*Attach to this Form any documentation to support the claims above (i.e. estimates, receipts, technical reports, etc.).

5 Additional Questions

Mitigation

Please describe any steps you have taken or can take to avoid or mitigate the effects described in section 4 above.

The members of the Great Slave Sailing Club were invited to a meeting with the Canada members of the project management on September 17, 2019. At that meeting, Canada informed us of the expected duration of remediation activity on the boatyard. Further Canada confirmed that the boatyard would be replaced in fashion similar to existent and that the pier would be repaired and that water depth would be sustained such that deep keel sailboats may use the pier in the same fashion as current.

The expected remediation timeframe will be one year in contrast to the six year period.

The restoration or maintenance of the pier is a significant capital burden which might not occur.

Part of our cost estimate deals with the possibility that some member facing the cost of moving boats from permanent cradles, storing such boats and then facing six years or no use might choose to abandon the boat as is where is. Such a circumstance would leave the Great Slave Sailing Club responsible to obtain legal title and then move the boats at a cost to the club. Further to this circumstance is the continuation of the club's lease with the City of Yellowknife. If the timeframe is reduced to one year and if the club lease is renewed immediately, the magnitude of this cost element will be reduced.

Part of our cost estimate deals with lost revenues when the club cannot provide services. If the timeframe is reduced to one year and if the club lease is renewed immediately, the magnitude of this cost element will be reduced.

The variation in our lease with the City of Yellowknife and the notices to vacate are a direct result of the design of the project and therefore the claim remains base on the greatest known period of access denied.

In your opinion, is there more that can be done by the Licence Applicant to avoid or mitigate the effects described above? If so, please describe the mitigation steps.

*Attach to this Form any documentation to support the claims above (i.e. estimates, receipts, technical reports, etc.).

Compensation

Have you applied for or are you collecting compensation from any other source related to the damages and costs you have claimed above? If so, please describe in detail, including payment amounts.

The Great Slave Sailing Club has not applied for any form of compensation other than this claim. Further the loss of use of club assets is not an appropriate loss for the insurance instruments that we have in place.

If monetary compensation is awarded by the Board, do you have a preference for the form of payment? (i.e. lump sum, periodic payment, other).

The Great Slave Sailing Club expects to be accountable for any awards and the club is prepared to accept and manage funds in trust. We would prefer that the cost associated with vacating be paid when the vacating activity begins followed by accountability and fiscal clearance as soon as the actual cost is known. Those costs which are annual in nature should be funded at a chosen anniversary date.

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Would you prefer to receive compensation in another form? If so, please explain.

Yes
The cost of off-site storage may be reduced if we may have use of the old curling rink property and similar partial lots adjacent to the boatyard. At the meeting on September 17, 2019 it was mentioned that the occurrence of blasting might affect the utility of nearby sites. If the use of the nearby sites is possible the club will seek appropriate insurance and use all of the safety measures suggested by the project.

*Attach to this Form any documentation to support the claims above (i.e. estimates, receipts, technical reports, etc.).

Engagement

Have you engaged with the Applicant in an attempt to resolve the compensation issues identified above? If so, please provide a detailed report on those discussions, including reasons why an agreement could not be reached. Indicate whether any offers of compensation have been made and refused and if so, why.

The Great Slave Sailing Club has had one meeting with the Canada project officers directed toward the matter of compensation. To that meeting, Canada brought more definitive timelines than we have seen to date. If the club was able to return to its leased boatyard as soon as remediation was complete under the newly stated timelines the magnitude of the claim will be reduced significantly

[Large empty rectangular box for documentation]

*Attach to this Form any documentation to support the claims above (i.e. communication records, etc.).

Any Other Information

Is there any other information that you can provide to assist the Board in making a decision on your claim? If so, please provide it.

No additional information

[Large empty rectangular box for additional information]

*Attach to this Form any documentation to support the claims above.