



## 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.<sup>1</sup> 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:	DIAND - GIANT - MV2019X0007
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**2 Information about the Claimant**

Claimant's Name:	Andy Hutchinson & Harold Andrejek
Community:	Yellowknife

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

Prov/Terr:	NWT	Email:	XXX
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**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	x
(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	
(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	
(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):**

We purchased a sailboat back in 1995 with friends who eventually left town and we took over. Over the course of 18 years we enjoyed the sailboat on the waters of Great Slave every summer and taking it out on the lake almost every weekend and little trips throughout the week. After years of launching our boat we were unable to do so for various reasons including work (out of town), travel and other personal issues. Since 2014 we would only be able to use and enjoy the boat for 5 or 6 weekends per summer. A decision had to be made to either sell the sailboat or to retain membership and keep the sailboat which we are currently doing. We have our sailboat at the Great Slave Sailing Club (GSSC) property by virtue of our membership in the club of over 25 years. Our sailboat is a Reinell 26; approximate weight 5,150 lbs, length 26', width 8', and mast 33 feet in height.

The sailboat is traditionally launched into Back Bay and retrieved from Back Bay by a 100 ton crane, with storage on a permanent trailer cradle residing on the GSSC property. We also maintained a slip on the dock at the Great Slave Yacht Club when the sailboat is in the water. If I am unable to launch my sailboat it resides on the cradle the Great Slave Sailing Club. Maintenance on the sailboat is completed at the dock, when my sailboat is in the water, and on the GSSC property when my sailboat is sitting in its cradle.

Our unit cannot self-transport from the yard to public roads.

A plan is being developed which may reduce the impact on the club and the public while still achieving the goals of remediation. The plan has been quickly evolving over the past few weeks through meetings with Giant Mine Remediation Committee and with GNWT. Complications may extend the times intended by a few seasons. This claim is being made roughly on the basis of recent meetings with DIAND (GMRC at the Scotia Centre) and with the GNWT at the sailing club the outcomes of which indicated the possibility of limited disruption to the club and members operations.

The majority of sailboats may be moved to the property above the boat yard. Our trailer will require renovations to transport from its current location to move and store it elsewhere. If we are forced to move to an alternate location then a renovated trailer and storage for boat and trailer will be needed along with respective transportation and incurred costs.

**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 Damages<sup>2</sup>**

Describe the immediate losses or damages that will be caused by the proposed licensed activities.	What is the monetary value? <sup>3</sup>
Re-design and manufacturing of new chassis and cradle to safely remove and deliver our sailboat to an alternate Yellowknife location	\$ 6,200
Offsite commercial storage for boat and trailer for approximately 33 months.	\$ 1,247.40
Transportation of boat and trailer to and from public dock for launching x 4 round trips. Removal and return to main boat yard x 2 trips. 6 X 300 plus GST	\$ 1,890
<b>Total</b>	<b>\$9,337.40</b>

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

<sup>2</sup> 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.

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

**Potential Losses or Damages<sup>4</sup>**

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? <sup>5</sup>
If our boat is denied access over the long term it will either have to be hauled south for sale or declared a total loss.	
Work required to make trailer cradle roadworthy Driver to drive boat and tractor trailer to BC or AB (estimate) <p style="text-align: right;"><b>Total</b></p>	\$ 6,200.00 \$ 8,100 <p style="text-align: right;"><b>\$14,300.00</b></p>
or	
Value of Syndicate – 1995 purchase price Transportation to YK by friend (unfortunately no longer available as he brought sailboat up from BC on a new trailer for another sailboat in Yellowknife hauled by a new truck for another owner in Yellowknife) <p style="text-align: right;"><b>Total</b></p>	\$9,100 \$ 4,500 <p style="text-align: right;"><b>\$13,600.00</b></p>
The value of the many boats in our club has been reduced to less than zero due to the uncertainty of whether there will ever be a suitable facility at which we could launch, retrieve, store and maintain our sailboat. No one will purchase our sailboat if there is NO suitable place to use it and enjoy it. It is likely that sailboats such as ours will become un-sailable and un-saleable.	

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

<sup>4</sup> Potential loss or damage refers to those losses and damages that may occur as indicated through evidence or argument.

<sup>5</sup> Ibid.

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

<b>How widely (over what area) will potential effects of the proposed licensed activities extend?</b>
Over the entire area and water occupied by the Great Slave Sailing Club where storage, launching and maintenance are carried out. Depending on construction schedules, delays, etc. from 2-5 years.
<b>How long (over part or all of the term of the Licence) will potential effects of the proposed licensed activities last?</b>
Based on current information 2-5 years.
<b>What are the incremental, gradual or accumulative effects of the proposed licensed activities?</b>

\*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.**

We will be unable to access the water at all and we will not be able to store our boat unless the plan which is currently developing or something similar is implemented.

\*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? <sup>6</sup>

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

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<sup>6</sup> 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.

**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.**

[Empty response area for mitigation steps]

**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.**

[Empty response area for additional mitigation steps]

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

**Compensation**

<b>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.</b>
No
<b>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).</b>
Lump Sum
<b>Would you prefer to receive compensation in another form? If so, please explain.</b>

\*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.**

Club members have met with the Giant Mine Remediation Committee at the Scotia Centre and with the GNWT on the GSSC property. Final plans, scope and schedule of work is still being finalized.

\*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.**



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