



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:	DIAND - GIANT - MV2007L8-0031
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2 Information about the Claimant

Claimant's Name:	Dwayne Coad and Jan Fullerton		
Community:	Oakfield		
Prov/Terr:	Nova Scotia	Email:	dwaynecoad@yahoo.ca

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	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	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):

We are occupiers of the Great Slave Sailing Club (GSSC) property by virtue of our membership in the club of over 13 years.

We launch our 35 foot sailboat into Back Bay and retrieve it from Back Bay by 100 ton crane (Canuck Crane) from the GSSC property. We maintain a mooring in the mooring field by Joliffe Island and we access our boat by dinghy from Old Town but we use the dock at the GSSC property for loading/unloading and repair/maintenance access.

We moved from Yellowknife in June 2017 and since then have kept our boat in dry storage on the GSSC property. We visited the boat at the GSSC property about 2 times per year since 2017 for inspection and maintenance. Prior to 2017, we launched our boat in early June and lifted it out in late August or early September using Canuck Crane. We have listed the boat for sale in Yellowknife but are having difficulty selling it in part because of the local market and in part because of the remediation issue, as people who do not currently own larger boats are reluctant to take on the responsibility of boat relocation/storage where there is considerable uncertainty and possible expense combined with probable access issues to the lake for sailing.

Keeping the boat at the GSSC property until we resolve our future plans for it, such as selling it or resuming summer use on Great Slave Lake, would be our preferred option. With that option removed because of the remediation project and with no ability to sell it locally, we are

having to look at relocating it to another jurisdiction where there may be better potential for selling it.

Our boat is a Fantasia 35; it weighs 22,000 lbs, is 11 feet wide and has a mast 60 feet in height. It draws about 5 feet of water with a shoal keel.

Our boat is on a cradle, not trailer, and as such is not easily transportable; it requires a specialty truck and trailer and the cradle would also need to be relocated. The cradle would need to be relocated to a piece of land that is flat, level, and well-supported. Any transportation would also require the mast to be stepped down before transport and stepped back up after transport.

*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
<p>These following costs are estimates based on quotes received by other GSSC members unless otherwise noted. Estimates are adjusted to reflect different our different boat size and other needs.</p> <p>1. Cradle Repairs and Renovations. This work would entail work to get the cradle to highway standards to allow the vessel to safely move from safe boat launch area to the storage area. It is anticipated this cost would be a one-time cost of \$2,000.</p>	<p>\$ 2,000</p>
<p>2. Offsite commercial storage for boat and cradle. Polar Bear Storage quote \$36 for first 30 feet, \$1.00 per foot thereafter per month. For our 35 foot boat, this works out to be \$41 per month or \$1,353 plus GST for 33 months. This assumes that Polar Bear Storage has adequate space for all of the additional boats needing storage and that there is an adequate area of flat, level, well-supported land. It is unlikely all of these conditions will be met.</p>	<p>\$ 1,421</p>
<p>3. Stepping and unstepping of mast for transportation from GSSC property and after return to GSCC property. 2 X 900 = 1,800 plus GST.</p>	<p>\$ 1,800</p>

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.

<p>4. Transportation of boat and cradle to/from alternate local storage site – unknown. When we contacted a local trucking company about transporting our boat, we were told they didn’t have the ability to do so and they suggested using a company based outside of the NWT that does this on a regular basis. Note that keelboats are generally transported using specialized trailers with adjustable supports that can be conformed to a boat’s keel. With an 11’ beam, there may also be additional requirements for escort vehicles for a wide load, adding to the cost.</p>	<p>Currently unavailable</p>
<p>Total</p>	<p>\$5,221 + transportation</p>

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

Potential Losses or Damages⁴

<p>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?</p>	<p>What is the monetary value?⁵</p>
<p>If we cannot sell our boat in Yellowknife and there are no reasonable solutions for local transportation and storage, we will need to relocate our boat. The closest major market is B.C. We were given an estimate of approximately \$16,000 for shipping to lower mainland B.C. not including mast stepping (approx. \$900 to step down only) and storage once in B.C. This also doesn’t reflect the lower market values of boats in places where there are more boats for sale. We paid \$63,000 for our boat in 2007 and have made a number of upgrades, although these upgrades are offset by age depreciation. The market value of the boat is estimated to be about \$10,000-15,000 less in B.C., as Yellowknife boat prices reflect the known cost of getting boats to Yellowknife. Moving a boat from Yellowknife to southern markets therefore incurs a double-loss.</p> <p>Shipping: Mast step-down: Market adjustment – YK to BC: TOTAL Potential Loss:</p>	<p>\$ 16,000 900 <u>\$ 10,000</u> \$ 26,900</p>

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?
Over the entire area and water occupied by the Great Slave Sailing Club
How long (over part or all of the term of the Licence) will potential effects of the proposed licensed activities last?
There seems to be a fair bit of uncertainty around this but based on information circulated to GSSC members, it appears GSSC's use of the property may be affected for at least two years in a best case scenario.
What are the incremental, gradual or accumulative effects of the proposed licensed activities?

*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

<p>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.</p>
<p>We will be unable to access the water at all and we will not be able to store our boat unless a solution is found for both local transportation and storage.</p>

*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
<p>Any concerns we have, such as issues with being able to sell our boat, are addressed in previous sections.</p>	

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

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.

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.

There are little to no options available to avoid or mitigate the effects when considering a 22,000 pound sailboat on a fixed cradle. However, GSSC representatives are working with the agencies involved to try to find solutions that minimize the negative impact on everyone involved.

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.

If a sufficiently large level, flat area was provided on property adjacent to or near the GSSC property, the cost of commercial storage could be avoided although how the boat and cradle would be transported to that space is still a question mark. If appropriate boat transportation services were arranged for all GSSC members requiring them, that could also offer collective savings while addressing the logistical issue of transportation.

Having a workable plan in place might reduce barriers to selling our boat locally, but it is still unlikely that anyone would buy it before the remediation is complete to the point that boats can again be launched into the water.

*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.

No

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).

Lump Sum

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

*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.

GSSC representatives have met with the Giant Mine Remediation Committee at the Scotia Centre and with the GNWT on the GSSC property. It is our understanding that discussions are ongoing as all parties work together to address some of the impact of this project on GSSC members.

Specific negotiations for this claim have not yet commenced.

*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.