



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 - MV2019X0007
--	-----------------------------

2 Information about the Claimant

Claimant's Name:	J.P. Guy and C.L. Seale		
Community:	PO Box 2847, Yellowknife, NT, X1A 2R2		
Prov/Terr:	NWT	Email:	xcapade@northwestel.net

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 (MVRMA)</i> 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 since 2003. Our membership fees contribute to the annual lease fees the Club pays to the City of Yellowknife. We participate in the cruising, racing and social activities of the Club, which are based from the property.

We make use of the property year-round. During the winter, we store our sailboat on a cradle/yard trailer on the property. We conduct on-shore maintenance, repairs, and upgrades throughout the year, particularly in May, September and early October. Typically, the launch of boats occurs during the first weekend of June and the retrieval of boats in mid-September. Both events require the use of a 100 ton crane. On occasion our mast requires removal (stepping) and re-installation, which is also done by crane at the property.

We maintain a mooring in the mooring field in the waters adjacent to the property and access our board by dinghy launched from the property. Every fall, we remove the mooring from the water and service it on the property. We park our vehicles on the property when using or maintaining our boat and ancillary equipment.

Our boat is 34" long, weighs approximately 10,000 lbs, is 10'10" wide, has a mast approximately 66 feet long, and has a draft of 6'1". The boat cannot be moved from the yard without unstepping the mast. Because the mast is 66 feet long, it requires special measures to be moved in and out of the boat yard.

The Applicant has recently proposed to change its remediation plans to reduce disruption to the Great Slave Sailing Club and the Great Slave Yacht Club. These proposals are preliminary and details are not yet available. This claim makes reasonable assumptions based on the information currently available.

It is our understanding that the Applicant would be agreeable to moving many of the GSSC members' boats to an area above the current GSSC property for 2 or more winters. During this time the Applicant would remediate the current GSSC property and surrounding area and construct a boat launch. Once remediation of this area is complete, the GSSC would be able to return to the current boat yard and would be able to launch as per current practice.

The public would also be accommodated through access to the new boat launch while the public dock and boat launch are unavailable due to remediation. A best case scenario is local relocation of boats, trailers and cradles for 21 to 33 months (in the event of complications) and launching, mast stepping and retrieving of sailboats at the public dock for one or two summers.

The majority of sailboats may be moved to the property above the boat yard.

If a flat parking pad, levelled to grade, is unavailable above the boat yard, then commercial storage for boats, masts, and trailers will be needed.

Our mast is comparatively long, and the cost of mast stepping ranges between \$1,100 and \$1,400, based on costs for a similar class boat.

Correspondence and documentation related to these plans are on the MVLWB public registry as follows:

- [MV2007L8-0031 - DIAND-GIANT - Letter to City of YK Re - Water Compensation Claims Mitigation and Accomodation - Oct10-19.pdf](#)
- [MV2007L8-0031 - DIAND-GIANT - City of Yellowknife Response to DIAND-GAINT Water Compensation Accommodation - Oct16-19.pdf](#)
- [MV2007L8-0031 - DIAND-GIANT - McCrea - Claim for Water Compensation - Oct10-19.pdf](#) , pp. 17-18 in pdf.

*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
Offsite commercial storage for boat, mast, and trailer. Polar Bear Storage quote \$36 for first 30 feet, \$1.00 per foot thereafter per month. The total length of the boat, trailer, and mast is 66 feet. The total is \$72 (\$75.60 with GST) per month or \$2,494.80 (including GST) for 33 months.	\$ 2,494.80
Commercial transportation of boat and trailer to and from public dock for launching. 4 round trips. Removal and return to main boat yard – 2 trips. 6 X 300 = \$1890 (including GST). Attachment: Weatherby Invoice	\$ 1,890
Additional crane fees due to requirement to step and unstep the mast. 4 times at public dock, twice in GSCC yard when boats are to be stored above the current yard. 6 X 900 = 5,670 (including GST). This total does not include the usual \$200 crane fee for lifting the boat in and out of the water. Attachment: Canuck Crane invoice	\$ 5,670
Total	\$10,054.80

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

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.

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
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.	
Driver to drive boat and tractor trailer to BC (2016 Weatherby estimate for comparable boat) or	<u>\$8,100</u>
Fair market value of boat as per attached summary and valuation from 2008 survey under former name (Hot-X-Buns). This amount has not been adjusted for inflation or depreciation and does not include the value of substantial repairs and upgrades since 2008.	\$70,000

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

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

⁵ Ibid.

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?
Unknown at this time. Initially the Applicant indicated that the Club and its members could be denied access to the sailing club property for up to 6 seasons. Recent proposals from the Applicant suggest that no sailing seasons will be lost, and that access will be disrupted for a shorter period of time, but details are not yet available. This claim is based on a reasonable estimate of off-site storage being required for 33 months.
What are the incremental, gradual or accumulative effects of the proposed licensed activities?
n/a

*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.
Without access to a launching site, we would be unable to put our boat in the water and would be unable to sail in Yellowknife Bay to the East Arm of Great Slave Lake. This would be a substantial change to our summer recreation and vacation plans.

*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
We do not feel that noise will be an issue. The proposed temporary changes to boat storage will require extra time and effort on our part but we do not feel it is appropriate to seek monetary compensation for this aspect.	

*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.
As Great Slave Sailing Club members, we have participated in and supported the Club's efforts to meet with the Applicant to discuss efforts to minimize access disruptions. Based on our knowledge of Yellowknife Bay and existing infrastructure, we are not aware of any locations, other than the current GSSC yard and the public dock at Giant Mine, that would be feasible for sail boat launching and retrieval.
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 flat area approximately 70 feet long at the same grade as driveway is available to store our trailer, boat and mast at the top of the GSSC property then the cost of commercial storage can be avoided.

*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).
Due to the uncertain length of potential access disruption, a periodic payment is likely most appropriate.
Would you prefer to receive compensation in another form? If so, please explain.
No.

*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.

As a club, members have met with the Applicant to discuss options.

We have sent a copy of this claim for compensation to the Applicant and have suggested a meeting over the coming weeks or months to negotiate this claim.

Specific negotiations for this claim have not yet commenced.

The Applicant has very recently announced plans to construct a boat launch and few details are available.

*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.

We wish to emphasize that we understand and support the need for remediation of the Giant Mine site and are not seeking to obstruct the remediation work. We look forward to productive discussions with the Applicant.

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



Box 1949
 Yellowknife, NWT
 X1A 2P5

Invoice

Date	Invoice #
2019-07-02	317009

P.O. No.

Terms	Due Date
Net 30	2019-08-01

Invoice To
Rita and Ian McRea Yellowknife NT

Description	Qty	Rate	Amount
Work Done June 22 2019 Unit #120 to move Sail Boat from Kam Lake to Giant Boat Launch - Mark	2	135.00	270.00
GST On Sales		5.00%	13.50
Total			\$283.50
Payments/Credits			\$0.00
Balance Due			\$283.50

Interest will be charged at a compounded rate of 2% per month on overdue accounts.

GST/HST No. 861353167

Phone #	E-mail
867-873-9801	weatherby@ssimicro.com



Canuck Concrete Pumping and Crane (5217 N.W.T. Ltd.)
 157 Magrum Cres
 Yellowknife, N.T.
 Canada
 x1a 3v8

Invoice

Date	Invoice #
6/27/2019	2817

Invoice To
Ian McCrea

P.O. No.	Terms
	Due on receipt

Description	Qty	Rate	Amount
100TON Crane Services & Rigger put 3 Boats in at GSSC Dock GST On Sales	4	450.00	1,800.00
		5.00%	90.00
Subtotal			\$1,800.00
Total			\$1,890.00



EFT can also be made to canuckconsultingandcontracting@gmail.com

Balance Due	\$1,890.00
--------------------	------------



V. SUMMARY AND VALUATION

STATEMENT OF OVERALL VESSEL RATING OF CONDITION:

It is the surveyor's experience that develops an opinion of the **OVERALL VESSEL RATING OF CONDITION** After a the survey has been completed and the findings have been organized in a logical manner.

The grading of condition, developed by **BUC RESEARCH**, and accepted in the marine industry, for a vessel at the time of survey, determines the adjustment to the range of base values in the **BUC USED BOAT PRICE GUIDE**, for a similar vessel sold within a given time period, as a consideration to determine the Market Value.

The following is the accepted marine grading system of condition:

"EXCELLENT (BRISTOL) CONDITION", is a vessel that is maintained in mint or bristol fashion - usually better than factory new - loaded with extras - a rarity.

"ABOVE AVERAGE CONDITION", has had above average care and is equipped with extra electrical and electronic gear.

"AVERAGE CONDITION", ready for sale requiring no additional work and normally equipped for her size.

"FAIR CONDITION", requires usual maintenance to prepare for sale.

"POOR CONDITION", substantial yard work required and devoid of extras.

"RESTORABLE CONDITION", enough of hull and engine exists to restore the boat to usable condition.

As a result of my investigation, as shown in the **SYSTEMS AND FINDINGS AND RECOMMENDATIONS** section of this **REPORT OF SURVEY**, and by virtue of my experience, my opinion is
OVERALL VESSEL RATING: **AVERAGE**

STATEMENT OF VALUATION:

1. The **"FAIR MARKET VALUE"** is the most probable price in terms of money which a vessel should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus.

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated.
- b. Both parties are well informed or well advised, and each acting in what they consider their own best interest.
- c. A reasonable time is allowed for exposure in the open market.
- d. Payment is made in terms of cash in Canadian dollars or in terms of financial arrangements comparable thereto; and
- e. The price represents a normal consideration for the vessel sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Therefore, after consideration of the reliability of the data, the extent of the necessary adjustments and condition of the vessel, it is your surveyor's opinion that the **"FAIR MARKET VALUE"** of the subject vessel is:

\$70,000 CAD
Seventy Thousand Dollars

2. The **"ESTIMATED REPLACEMENT COST"** indicates the retail cost of a new vessel of the same make/model with similar equipment offered by the same manufacturer. **"ESTIMATED REPLACEMENT COST"** of the subject vessel is:

\$284,000 CAD
Two Hundred Eighty Four Thousand Dollars



V. SUMMARY AND VALUATION

SUMMARY:

In accordance with the request for a marine survey of the "Hot X Buns" , for the purpose of evaluating its present condition and estimating its Fair Market Value and Replacement Cost, I herewith submit my conclusion based on the preceding report. The subject vessel was personally inspected by the undersigned and was found to be a well constructed, appointed and comfortable vessel. The vessel is very well built and well kept. Other than the discrepancies noted in the body of the report, the "Hot X Buns" is considered to be **"Suitable For Its Intended Use"** of *Recreational Great Lakes, inland waterways and near coastal cruising* .

SURVEYOR'S CERTIFICATION:

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the vessel that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.

My compensation is not contingent upon the reporting of a predetermined value or direction in value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulate result, or the occurrence of a subsequent event.

I have made a personal inspection of the vessel that is the subject of this report.

This report is submitted without prejudice and for the benefit of whom it may concern.

A handwritten signature in blue ink, appearing to read "Rm Toth", is written over a light blue rectangular background.

Digitally signed by Raymond
DN: cn=Raymond, o=Swiftsure
Marine, ou=Toth,
email=askasurveyor@swiftsurem
arinesurveyors.com, c=CA
Date: 2008.06.08 19:04:27 -04'00'

ATTENDING SURVEYOR: _____

Raymond M Toth, CD