



## 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:	Lora Archer		
Community:	309 – 97 Niven Dr. Yellowknife		
Prov/Terr:	NWT	Email:	lora.l.archer@gmail.com

<sup>1</sup> 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):**

I am an occupier of the Great Slave Sailing Club (GSSC) property by virtue of my membership in the club of over 3 years.

I launch my 26- and 23-foot sailboats into Back Bay and retrieve them from Back Bay by 100 ton crane (Canuck Crane) from the GSSC property. On occasion my masts require removal and replacement and that is done by crane on the property. I maintain two moorings in the mooring field in the waters adjacent to the property. I access my boats in the mooring field by dinghy from the property. I participate in the cruising, racing and social activities of the club. I perform maintenance on my boats at the dock and on the property.

I make use of the property from early May until mid-October of each year. Typically, the launch of boats occurs during the first weekend of June and the retrieval of boats in mid-September. On shore maintenance is performed in May, September and early October. Ordinarily the mast need not be removed as the boat remains in the yard, unless maintenance is required that involves the mast.

My two boats are respectively a Tanzer 26 (weighing 4350 lbs, with a 33 ft mast); and a Grampian 23 (weighing 3200 lbs, with a 31 ft mast). Both my boats are on trailers.

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 a meeting with Giant Mine Remediation Committee and a meeting with GNWT.

I understand that the many of the club's sailboats will be move to higher on the property or within a short distance of the property for 2 or more winters while remediation to the land and shoreline is conducted plus the construction of a boat launch. The club boats may launch for one or two seasons from the public dock. Once remediation of the GSSC property is complete, sailboats can return to the club yard and launch as normal from there. 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 wharf for one or two summers.

The majority of sailboats, including mine, 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 my boats and trailers will be needed. My masts would need to be removed and re-installed to allow this alternate storage.

\*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 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>
Offsite commercial storage for boat and trailer. As per Pack Rat Storage a 28 ft and 32 foot trailer would be \$125/month plus GST for 33 months.	\$ 4,413.75
Transportation of boat and trailer to and from public dock by a hired truck for launching. 4 round trips. Removal and return to main boat yard – 2 trips. 6 X 300 X 2 plus GST	\$ 3,852
Stepping and unstepping of mast – in and out of yard = 2, in and out at public dock = 4. 6 X 200 X 2 = 2,400 plus GST (current costs of GSSL provided service not typically done unless maintenance is required)	\$ 2,568
<b>Total</b>	<b>\$10,833.75</b>

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

**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 my boats are denied access over the long term it will either have to be hauled south for sale or declared total losses.	
Work required to make tractor highway ready (Ron’s Auto)	\$ 2,500
Driver to drive boat and tractor trailer to BC ( Weatherby 2016 estimate from Ian McCrea)	<u>\$ 8,100</u>
<b>Total</b>	<b>\$10,500 X 2</b>
	<b>\$21,000</b>

<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.

<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.

or	
Value of Tanzer 26 – 2019 purchase price	\$7,500
Value of Grampian 23 - 2017 purchase price	<u>\$4,500</u>
<b>Total</b>	<b>\$12,000</b>

\*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**

<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
<b>How long (over part or all of the term of the Licence) will potential effects of the proposed licensed activities last?</b>
33 months
<b>What are the incremental, gradual or accumulative effects of the proposed licensed activities?</b>
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**

<b>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.</b>
I 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**

<b>Will there be substantial nuisance, inconvenience and/or noise that would not exist but for proposed licensed activities?</b>	<b>What is the monetary value?<sup>6</sup></b>
I do not feel that noise may encumber my use of the boat at its mooring (as I'm accustomed to hosting friends for BBQs and evenings while at the mooring). And the general enjoyment of the area particularly while doing maintenance.in the yard, at the dock and at mooring.	

\*Attach to this Form any documentation to support the claims above (i.e. Oestimates, 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**

<b>Please describe any steps you have taken or can take to avoid or mitigate the effects described in section 4 above.</b>
<b>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.</b>
If a flat, area at the same grade as driveway is available to store our trailer and boat at the top of the GSSL then the cost of commercial storage can be avoided in total. Potential savings for storage \$4,413.75.

\*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>
No

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

**Engagement**

<b>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.</b>
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As a club, members have met with the Giant Mine Remediation Committee at the Scotia Centre and with the GNWT on the GSSC property.

I have sent a copy of this claim for compensation to the Giant Mine Remediation Committee and suggested a meeting over the coming weeks or months to negotiate this claim.

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.



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### Our Rates

Unit size	Price per Month	Yearly Price
	Not including tax	Not including tax. Pay upfront for 11 months get one month free
5 x 5	\$65.00	\$715.00
5 x 10	\$85.00	\$935.00
8 x 8 shed	\$85.00	\$935.00
8 x 8	\$105.00	\$1,155.00
8 x 12	\$125.00	\$1,375.00
10 x 10	\$135.00	\$1,485.00
10 x 12	\$140.00	\$1,540.00
8 x 16	\$145.00	\$1,595.00
10 x 15	\$155.00	\$1,705.00
10 x 16	\$165.00	\$1,815.00
12 x 14	\$170.00	\$1,870.00
12 x 16	\$180.00	\$1,980.00
10 x 20	\$185.00	\$2,035.00
16 x 20	\$350.00	\$3,850.00
Climate controlled 5x12	\$135.00	\$1,620.00
Climate controlled 8x12	\$185.00	\$2,220.00
Seacan 8 x 20	\$160.00	\$1,760.00
45' trailer	\$450.00	\$4,950.00
24 x 30 warehouse heated	\$800.00 plus utilities	\$8,800.00 plus utilities
<b>Outdoor RV and Auto Storage (priced per Unit)</b>	<b>assigned spaces</b>	<b>yearly rate</b>
up to 20 ft	\$55.00	\$605.00
up to 30 ft	\$60.00	\$660.00
up to 40 ft	\$65.00	\$715.00



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
<b>Total</b>			\$283.50

<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$283.50

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

## 2017 Membership Dues & Fees

**Annual Membership Dues (Due January 1, 2017 or on application)**

2017 Full Membership \$225.00  
 2017 Associate Membership \$50.00  
 2017 Sailing School Membership \$10.00

**Fee Structure (Due prior to receiving service)**

2017 Lift-In (June 4, 2017) \$180.00  
 2017 Lift-Out (September 16, 2017) \$180.00  
 2017 Mast Lifts (By crane at club lift-in or lift-out) \$180.00  
 2017 Summer Yard Storage (Due November 1, 2017) \$180.00  
 2017-18 Winter Yard Storage (Due May 1, 2017) \$180.00  
 Replacement or Duplicate Key \$20.00  
 Mooring Inspection \$30.00  
 Mooring Search (*Charged at diver's hourly rate*)  
 (*Dues & Fees set December 2016 by GSCC Board*)

**Great Slave Sailing Club**  
 PO Box 1612  
 Yellowknife, NT X1A 2P2

**INVOICE**

Invoice No.: 2431  
 Date: 09/21/2019  
 Ship Date:  
 Page: 1  
 Re: Order No.

**Sold to:**

Archer, Lora  
 Lora Archer  
 309 - 97 Niven Drive  
 Yellowknife, NT X1A 3X4

**Ship to:**

Archer, Lora  
 Lora Archer  
 309 - 97 Niven Drive  
 Yellowknife, NT X1A 3X4

**Business No.:** 782649693RC0001

Item No.	Unit	Quantity	Description	Tax	Unit Price	Amount
LIFT-OUT	Each	1	- September 2019	G	200.00	200.00
			G - GST 5%			10.00
			GST			