



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:	Mark Peer/Leslie Smith		
Community:	Yellowknife		
Prov/Terr:	NT	Email:	lesmark@theedge.ca 867nwt@gmail.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	Yes
(b)(iii)	In-stream users	Yes
(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	Yes
(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):

As previously submitted, we have been members of the Great Slave Sailing Club (GSSC) since 1999. We currently store, operate and maintain our C&C 25 sailboat from the property that the GSSC leases from the City of Yellowknife. Our boat is approximately 25ft in length, 8 ft wide and weighs in the area of 3,800 to 4,000 lbs. During the summer months we moor our boat in front of the club and access it by a dinghy stored on the shore of the club property. As the boat is stored ashore at the GSSL during the winter months we do not currently un-step the 25ft mast. The boat is lifted in and out by a large mobile crane. The boat is stored on a dual axle trailer which is currently not registered for use on a road/highway. We also do not have a vehicle capable of towing the boat/trailer.

We are active members of the GSSC and participate in club activities, social events and racing. We also actively use our boat during the sailing season for cruising on Great Slave lake.

Not previously mentioned in the original submission, we store and operated a 200lb 14ft recreational rowing boat from the club property. The rowing boat is stored and launched from the shore during the summer and stored on club property during the winter. Currently we do not have a means to transport the boat or a suitable location to store, launch & use during the summer and a location for winter 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 Damages²

Describe the immediate losses or damages that will be caused by the proposed licensed activities.	What is the monetary value? ³
<p>During the lack of access to the club property additional expenses for our C&C 25 Sailboat will be incurred. This will include: trailer upgrades, lift in/out, secure storage, summer moorage:</p> <ol style="list-style-type: none"> 1. Trailer Upgrades. Currently the boat’s trailer will need to be registered and brought up to a standard suitable for use on road/highway. This is estimated in the area of \$1,400 2. Lift in/out: Lift in and lift out will be required seasonally, including mast stepping/unstepping. As we do not have a vehicle capable of towing our boat/trailer, vehicle rental/hiring costs will be incurred. If suitable moorage cannot be found the boat may not be launched during the period the club property is not accessible. Lift in/out, mast removal and transport to and from secure storage estimated at \$900 per season. 3. Secure storage. Secure storage will be required off site that provides year round access for repairs and maintenance complete with electricity and water. (winter boat storage and summer trailer storage) Yearly storage \$700 (estimated see Pack Rat rates attached) 4. Moorage. Suitable moorage with shore access will be required during the summer. This will require relocation or construction of a new mooring. Even if the boat is not used during the remediation the current mooring will require relocation for the duration of the remediation and moved back when remediation is completed. Estimated costs \$400 	<p></p> <p>\$1,400 (one time cost)</p> <p>\$900 (yearly cost)</p> <p>\$700 (Yearly Cost)</p> <p>\$400 (One time Cost)</p>
<p>During the lack of access to club property during the remediation additional expenses will be incurred for the 14ft recreational rowing boat we currently store and use from the sailing club. These will include the requirement to purchase a small trailer suitable to tow the rowing boat and secure off site storage as we do not have available space at our home.</p> <ol style="list-style-type: none"> 1. Small boat trailer estimated \$1,400 (see attached for similar trailer requirements) 2. Secure yearly storage \$635 	<p></p> <p>\$1,400 (One time cost)</p> <p>\$635 (Yearly Cost)</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.

*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
Loss of use/enjoyment. We utilize our sailboat extensively during the summer months. If there is no suitable lift in/out location or suitable moorage and shore access that can be secured, we will be forced to keep our boat out of the water during the extent of the remediation. As this is difficult to put a value to, we would consider the cost of Loss of Use to be what we would be willing to incur annually to have and use a sail boat in Yellowknife. This value would be upwards to \$4,000 to \$5,000 per year we do not have use of our boat.	\$4,000 (per year of loss of use)
Other potential future losses would be that there is no support to operate and store a sailing vessel on the shore of Great Slave Lake. This would require moving the boat to the east coast (Southern New Brunswick) if we wish to continue using it or selling it. As there will be no market for large format sailing boats in Yellowknife it would be considered a total loss of our investment. The cost of moving the boat could be upwards to \$20,000. The current cost of our investment would be in the area of \$20,000.	\$20,000 (Relocation Costs)
	\$20,000 (Total loss of Vessel)

*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?
The effects will affect the secure storage, maintenance and safe operation of our sail boat and rowing boat. As the club is the only area that one can store and operate a sailboat of this size and have direct access to loading and unloading dock space
How long (over part or all of the term of the Licence) will potential effects of the proposed licensed activities last?
The potential effects related to our operation and storage of our sailboat and recreational rowing boat will last only as long as the remediation of the club area, assuming that access to the area is provided to the GSSC upon completion of the remediation. This is assumed to be in the area of one to six years or one to six full sailing seasons. This is assuming that the property will be return in much the same condition such as having a dock/wharf with a minimum of 6ft draft.
What are the incremental, gradual or accumulative effects of the proposed licensed activities?
It is assumed that once completely remediated and returned to a usable state there will be minimal accumulative effects. If the property does not revert back to a sailing club or the remediation continues for an extended time period, it is assumed that large format sailing vessels will not have a secure area to operate out of and this will effectively end recreational sailing in the Yellowknife area.

*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.

As mentioned the area that the GSSC operates out of is used for the secure/safe storage, operation and maintenance of sailboats and small recreational water craft. Without this area we will be denied the use of our sailboat for the duration of the remediation. Being able to sail is one of the main reasons that we stay in Yellowknife. Not being able to use the GSSC site will mean the loss of our main summer recreation activity and possibility the investment we have made into our sailboat.

*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
As access will not be permitted there will be no easy storage and launch facilities for the club member’s sailboats. Alternate launching locations will need to be secured. Launching the number of active club boats from any site close to the water with suitable depth will require moving, staging and coordinating the boats, trailers and Crane(s)through various neighbourhoods and this could lead to excessive noise and congestion.	

*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.

Currently no steps have been taken with the exception of inquiring about off site storage.

There may be an issue once the number of boats that require off site storage start needing storage causing costs to increase as space becomes a premium.

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.

Mainly being transparent and truthful about the overall plans and schedule of the proposed activities.

Sponsoring a dialog/workshop with representatives of all affected parties (GSSC, Yellowknife Yacht Club, Public Boat Launch Users and the City of Yellowknife) to discuss the process, plans, interim use and final disposition of the area. Currently there does not appear to be discussions between all parties and allow them to work together to come to useful, workable solutions and discuss the eventual re-occupation of the property.

As there will be extensive excavation and foreshore dredging in all likelihood the current wharf/dock will most likely need to be replaced. The GSSC should be allowed to participate in the design/configuration of what will replace the existing dock to ensure effective use of the property once it has be returned to its current use.

*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 other compensation is being sought.

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 then yearly payments if the process takes longer than the originally one year schedule.

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

No, monetary compensation is preferred.

*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 only engagement with the applicant was at the 17th September 2019 meeting between the Remediation Staff and the Great Slave Sailing Club. Minutes are available from this meeting.

*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.

As an active member of the Yellowknife Sailing Community for over 20years, I believe that it is important that all affected parties and stake holders work together to ensure that at the end of the remediation there continues to be a vibrant sailing community and a location to conduct the activity.

*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
Outdoor RV and Auto Storage (priced per Unit)	assigned spaces	yearly rate
up to 20 ft	\$55.00	\$605.00
up to 30 ft	\$60.00	\$660.00
up to 40 ft	\$65.00	\$715.00

Polar Tech Recreation

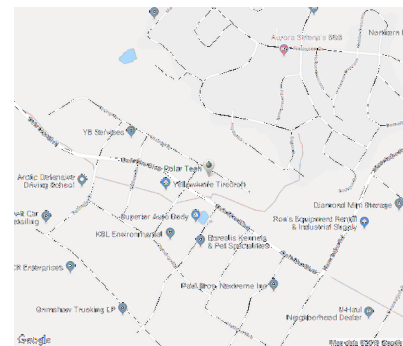


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INFORMATION

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PHOTOS

HIGHLIGHTS

- **Sale Price** \$1,449.00
- **Location** Yellowknife, Northwest Territories
- **Condition** New
- **Year** 2019
- **Make** ShoreLand'r®
- **Model** PWC Trailers PWC14L
- **Status** Available
- **Width** Between Fenders: 46"

SPECIFICATIONS

2019 ShoreLand'r® PWC Trailers PWC14L

Year	2019
Manufacturer	ShoreLand'r®
Model Name	PWC Trailers
Trim Name	PWC14L
Generic Type (Primary)	Boat
Dimensions	
Overall Length	Short Tongue: 159" Long Tongue: 182"
Overall Width	59.5"
Width	Between Fenders: 46"
Length	Bunk: 72"
Capacities	
Cargo Capacity	1400 lb.
Wheels & Tires	
Tires, Rear Specification	5.30x12-C
Features	Winch: Crank