



Compensation for third parties

The guidelines state that in the event of an incident the Board expects the Operator to clean up the spill and debris and pay out all claims as appropriate (page 3), they also require the operator to include compensation for affected third parties in the cost estimate for its worst case scenario (page 4).

- The guidelines do not outline how compensation for affected third parties (Inuit) will be calculated, timelines involved, or who will determine if compensation is adequate.
- The guidelines do not reference the requirements for Inuit compensation as indicated in the Nunavut Land Claims Agreement.

Page 6, Section 3c

Explains that it is the applicant's responsibility to engage with affected parties and provide the board with an estimated cost for compensating. Several examples of what the estimate should include are: costs to replace community water source and food sources and the value of the land to the northern people and communities.

- It is important that the guidelines clearly state how and when the applicant is to consult with potentially affected third parties.
- The list of factors to be considered in developing a cost estimate are very broad, in order to develop an accurate estimate for compensation, the methodology or calculation used to determine the cost of replacing a food source, income from hunting and the value of the land to Inuit should be clearly outlined.

Page 5 Section 3b

The guideline indicates that the cost of cleaning up the environment should include the availability of suitable infrastructure, skilled and capable personnel and adequate and appropriate equipment.

- Suitable infrastructure, skilled personnel and appropriate equipment may not be readily available in the north for the clean-up an oil spill, therefore it is expected that the true cost of these factors should be incorporated in the cost estimate of cleaning up the environment.

Letter of Credit

Page 7, Part 6. Paragraph 4 and Part 6.i

Regarding the Letter of Credit required by the NEB:

- What are the replenishment requirements for the Letter of Credit if the NEB is required to draw on it in whole or in part?
- What would happen in a scenario where the NEB is administering the site under care and maintenance (i.e., the operator/holder of the authorization, for whatever reason, is unable to manage the site)? Would the NEB use the unfettered funds for care and maintenance operations? If so, how and when would the letter of credit be replenished? What would trigger a closure decision for the NEB under such a scenario?

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Qikiqtaaluk
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Arctic Bay
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Qikiqtarjuaq
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Cape Dorset
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Clyde River
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Grise Fiord
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Hall Beach
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Igloolik
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Iqaluit
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Kimmirut
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Pangnirtung
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Pond Inlet
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Resolute Bay
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Sanikiluaq
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Kivalliq
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Arviat
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Baker Lake
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Chesterfield Inlet
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Coral Harbour
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Rankin Inlet
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Repulse Bay
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Whale Cove
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Kitikmeot
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Cambridge Bay
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Kugluktuk
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Gjoa Haven
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Pelly Bay
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Taloyoak

